

Interagency Cooperative Agreement Unpaved Roads

1. PARTIES

This Interagency Cooperative Agreement (“Agreement”) is entered into by the Idaho Department of Environmental Quality (IDEQ) and the noted local government/agency jurisdiction (collectively “Parties”).

2. PURPOSE OF THE AGREEMENT

The Parties to this Agreement commit to work together to implement and fund a Roadway Surface Remediation Strategy for unpaved contaminated roads in Operable Unit 3 (OU-3) of the Bunker Hill Mining and Metallurgical Superfund Site). Unpaved road surfaces in the Site from the mouth of the CDA River where it enters CDA Lake to the headwaters of the South Fork CDA River will be remediated to serve as barriers to the release of stormwater, sediment and dust containing heavy metal contamination. Remedy implementation for the unpaved roads within the site are addressed under the Basin Property Remediation Program (BPRP), a component of the remedy included in Record of Decision (ROD) for OU-3 of the Site. A separate program has been developed to address the paved road surfaces serving as barriers in Operable Units 1, 2 and 3 as provided for in the RODs for those OUs.

3. RESPONSIBILITIES

EPA and IDEQ have developed a program to address potential releases of heavy metal contamination from the surfaces of unpaved (gravel and dirt) roads in OU-3. This work includes a review of existing data concerning unpaved roads in contaminated areas and a road surface sampling program to determine if contamination exists in areas where no data is available. EPA and IDEQ will develop a listing of unpaved roads to be addressed and work with the local jurisdictions on developing the road surfacing project proposals, preliminary and final designs, implementing the project work, and final acceptance of the remedial work. These projects will be funded by EPA and IDEQ, if appropriate, and constructed by IDEQ as part of the BPRP.

Upon completion and acceptance of each unpaved road remediation project listed in the attached project drawings and details, the local government jurisdiction holding jurisdiction and/or ownership of the remediated road segment will assume responsibility for the remedy on the road segment including funding and any necessary work for operation and maintenance of the remedy. Paving an unpaved road segment will be considered if required to ensure that the new surface constructed will serve as a proper barrier to contamination migration. Local Jurisdictions may request an upgrade of the surface to pavement for other purposes but will be required to fund any construction costs in excess of that needed to meet remedial barrier requirements.

8/02/12

4. RESERVATION OF RIGHTS

Each party to this Agreement reserves all rights, powers, and remedies now or hereafter existing at law or in equity, or by statute or otherwise, and nothing in this Agreement waives or forecloses the exercise of any such rights, powers, or remedies.

5. COMMITMENT OF RESOURCES

Nothing in this Agreement shall be construed as obligating the United States or the State of Idaho their officers, agents, or employees, to expend any funds in excess of settlement funds available or appropriations authorized by law.

6. EFFECTIVE DATE

This Agreement becomes effective when signed by all Parties.

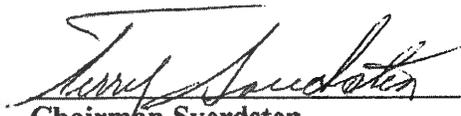
7. SIGNATURES



State of Idaho

8/13/12

Date



Chairman Sverdsten
East Side Highway District

6-Aug-2012

Date