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United States Department of the Interior

000001

BUREAU OF LAND MANAGEMENT
NORTHERN FIELD OFFICE
1150 University Ave.
FAIRBANKS, ALASKA 99709-3844

From

FAX No.: (907) 474-2282

To: Tamar Stevens FAX No.: (907) 451-5105

Office: ADEC No. Pages to Follow: 18

From: Mike Worley Office Code: AK-023

Phone No.: (907) 474-2309

Comments:

Enjoy.

4-27-04

The information contained in this message is intended for the addressee or addressee's authorized agent. The message may contain information that is privileged, confidential, or otherwise exempt from disclosure. If the reader of this message is not the intended recipient, then you are notified that any distribution or copying of this message is prohibited. If you have received this message in error, please notify the sender.

Date FAX Sent: _____ Time: _____ Initials: _____

000002



March 7, 2003

Scott Hansen
Chief, Environmental Restoration
Elmendorf Air Force Base
10471 20th Street, Suite 360
Elmendorf, Alaska 99506

**SUBJECT: Permit #8331BA001 – SW Camp Lonely Landfill
2003 Calendar Year Annual Fee**

Dear Scott:

The Alaska Department of Environmental Conservation recently sent Cook Inlet Region, Inc. (CIRI) an invoice in the amount of \$76, which represents the annual fee charged for landfills that have not been properly closed.

The Memorandum of Understanding (MOU) between CIRI and the 4700th Air Defense Squadron (USAF) dated November 12, 1986, under the general provisions, the USAF agrees to close the CIRI landfill in accordance with permit stipulations. As this has not happened, it is only fitting that the USAF pay the annual fee until such time as the landfill is closed properly. A copy of the MOU is included with the invoice for your reference.

I hope that we can resolve this problem as soon as possible and put Camp Lonely to bed once and for all!

We look forward to hearing from you soon.

Sincerely,

Hazel J. Felton
Special Projects Manager, CIRI Real Estate

0086,111F
Enclosures (2)

cc: Sarah Woods, ADEC

000003

INVOICE

State of Alaska
Department of Environmental Conservation
EII/Solid Waste Program
410 Willoughby Avenue, Suite 303
Juneau, AK 99801-1795

Invoice Date: February 18, 2003
Invoice Number: SW1064
For ADEC Use Inv Code: SW

Cook Inlet Regional Corporation
CIRI Bldg 2525 C St
Anchorage, AK 99509

Client ID: 719
Permit #: S331BA001
PJ Name: SW Camp Lonely Landfill
Facility: Camp Lonely Landfill

Make checks payable to State of Alaska
Remit to above address. Attn: User Fee Section

Detach top portion with your payment. Please include Permit # and Invoice # with payment.

2003 Calendar Year Billing

Permit #: S331BA001 - SW Camp Lonely Landfill

Annual Fee Amount: \$76.00

Amount Due This Invoice: \$76.00

EXPENSE CODE

The Balance Due shown above represents your 2003 Calendar Year Annual Fee for your Closed Class III (camp) landfill

Account Summary

Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Unpaid Amt
None	--	\$ 0.00	\$ 0.00	\$ 0.00
Total Amount Due Upon receipt (including this invoice)				\$ 76.00

We now accept Credit Cards. To pay via Credit Card, complete the form below and mail this page to the address shown above. Or you can fax it to 907-465-5097 or call our accounts receivable section at 907-165-5115

Credit Card Type: VISA MasterCard

Expiration Date: Month Year

Credit Card Number: _____

Amount to be charged: _____

Approval Signature: _____

Printed Name: _____

Contact Phone: _____

Fax Number: _____

Inv #: SW1064 Client ID: 719 Permit #: S331BA001 PJ Name: SW Camp Lonely Landfill Code: SW

If you have questions or disputes regarding your billing amount, please contact Sarah Woods at 907-465-5318. If you have payment questions please contact our Accounts Receivable Section at 907-465-5115. Or ADEC User Fee Section via email at aldec_userfees@dec.state.ak.us before 3/1/03 or ADEC User Fee Section at 907-465-5115

000004

MEMORANDUM OF UNDERSTANDING
BETWEEN
4700TH AIR DEFENSE SQUADRON (TAC)
AND
COOK INLET REGION, INC (CIRI)

I. BASIC PROVISIONS

Upon acceptance by Cook Inlet Region, Inc. (CIRI), this memorandum will constitute an agreement between the 4700th Air Defense Squadron (ADS)(Tactical Air Command), Peterson Air Force Base, Colorado 80914-5000, and Cook Inlet Region, Incorporated, Anchorage, Alaska 99509, herein after referred to as CIRI, for joint use of certain facilities at the Lonely (POW-1) DEW Line station.

II. RECIPROCATIONS

A. The 4700th Air Defense Squadron (USAF) will, through the DEW Line O&M contractor at POW-1, grant the following concessions to CIRI in exchange for the reciprocal returns as outlined herein.

1. CIRI will be allowed to share hangar, Facility Number 00018, to store one (1) Front End Loader, two (2) Pickups and, one (1) Three-Wheel ATV. CIRI's space allocation will consist of the western bisection of the hangar floor space and will not exceed fifty percent (50%) of the available floor space in the hangar. Air Force requirements will be afforded precedence in all circumstances. In return, CIRI will be responsible for housekeeping in their portion of the building.

2. CIRI will be provided food and lodging for no more than two (2) CIRI representatives during their periodic facility inspections. Category A rates, per DD 177-32, will apply. CIRI must provide 4700 ADS/DD names, SSANs, arrival/departure dates, and charter air service (AF Form 181 will be used).

B. CIRI will grant the USAF interim use of their landfill at POW-1 until such time as the USAF acquires its own landfill permit, and realizes an operational landfill.

III. GENERAL PROVISIONS

A. CIRI agrees to assume all risks of loss or damage to property or injury to, or death of persons by reason of use of these facilities by CIRI or their representatives under this Agreement including risks connected with the provision of services or goods by the Government, to CIRI or to any representative of CIRI under this agreement. CIRI further agrees to indemnify and hold harmless the Government against, and to defend at CIRI's expense, all claims for loss, damage, injury, or death sustained by any individual or corporation and arising out of or resulting from CIRI's use of these facilities pursuant to, or in connection with this agreement, or arising out of the provision of services or goods by the

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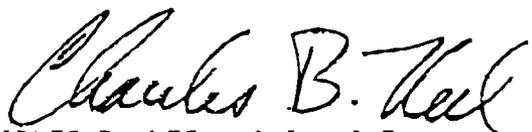
Government to CIRI or its representatives, whether the claims be based in whole or in part on the negligence or fault of the Government or its contractors or any of their officers, agents and employees, or based on any concept of strict or absolute liability, or otherwise. CIRI shall neither transfer nor assign its interests or obligations under this Agreement without the prior written approval of the 4700th ADS, provided that CIRI may, as part of its business and without further notice, enter into arrangements with third parties regarding CIRI's usage of facilities covered by this agreement. All such "third parties" shall be considered as CIRI representatives under the terms of the agreement. CIRI will be liable for any damage to the hangar resulting from any induced cause by their representative.

B. The USAF will be responsible for liabilities incurred during sole usage landfill operation period. The USAF further assumes responsibility for compliance with state and federal regulations during sole-use period. Finally, the USAF agrees to close the CIRI landfill in accordance with permit stipulations and further agrees to CIRI's reasonable use of USAF landfill facilities after the CIRI landfill is closed.

C. This agreement gives the CIRI no express or implied interest of any kind in real estate, improvements, or other tangible assets of the Lonely (POW-1) DEW Line station or the Government.

IV. This Agreement may be amended, at any time as mutually agreeable, by written amendment(s) signed by the 4700th Air Defense Squadron (Tactical Air Command) and Cook Inlet Region, Inc.

V. This agreement shall remain in effect indefinitely, but may be terminated by either party upon a 90 day written notice.



CHARLES B. NEEL, Col, USAF
Commander
4700th Air Defense Sq (TAC)



Frank Kleck
Vice President
Cook Inlet Region, Inc.

11/12/26

000006

February 5, 2003

TO: File 031,764

From: Hazel Felton
Special Projects Manager, Real Estate

SUBJECT: Camp Lonely Landfill, Permit No. 8331-BA001

A history of CIRI's involvement in Camp Lonely and a chronology of the majority of the correspondence as reflected in our files:

- Originally Husky Oil operated the landfill, as part of the camp which supported the federally sponsored oil exploration at NPRA. When Husky demobilized, the USAF took over operations of the landfill. In the early 1980's the U.S. Government surplused the camp, CIRI bid on the camp in November 1982. CIRI was notified by GSA on December 17th as the successful bidder, (officially acquiring the camp from GSA in 1983).
- **December 27, 1982** - After the December 17th notice from GSA, CIRI submitted a Waste Disposal Application, requesting the renewal of existing permit no. NR-32-77; the information submitted was incomplete and ADEC (Dennis L. Ward, Environmental Field Officer) assigned a new number (8331-BA001) requested additional information. When CIRI applied for the renewal of the existing permit, the intent was for CIRI to re-open the camp in support of the oil industry (Exxon was drilling the Mukluk prospect 17 miles away) The well was unsuccessful and the camp was never opened or used by CIRI. CIRI did, however, employ a watchman for the camp who resided at the Lonely Dowline site operated by the USAF. He inventoried the pipe and supplies left at the camp.
- **January 21, 1983** - CIRI resubmitted the completed application, which included copies of a map indicating where the landfill was located;
- **March 31, 1983**, Solid Waste Permit 8331-BA001 was issued, with an expiration date of April 1, 1988 (attached)
- **1986** - A Memorandum of Understanding was entered into between the U.S. Air Force (4700th Air Defense Squadron (TAC)) and CIRI. Under General Provisions of the MOU . . . "The USAF will be responsible for liabilities incurred during the sole usage landfill operation period." The USAF further assumes responsibility for compliance with state and federal regulations during sole-use period. Finally, the USAF agrees to close the CIRI landfill in accordance with permit stipulations and further agrees to CIRI's reasonable use of the USAF landfill facilities after the CIRI landfill is closed."
- **July 9, 1986** - Note to the File - CIRI received a call from Major Charles Parson, USAF at Peterson AFB regarding CIRI's findings of non-compliance with permit stipulations for operation of the landfill, based upon visual observations made by CIRI staff. He assured CIRI that they (the Air Force) would do whatever was necessary to bring the landfill back up to compliance standards and that he would keep us advised of their status and would provide details of any proposed remediation action prior to implementation. (Attached)

Camp Lonely Landfill Chronology
February 5, 2003
Page 2

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- **July 15, 1986** - ADEC to USAF regarding a site inspection conducted June 10, 1986 by ADEC staff, noting the "dismal state" of the landfill and discussing their findings. The letter also noted that **CIRI had advised ADEC that the USAF was the sole user of the site, even though CIRI is the permit holder.** ADEC further stated that it was their intent to withhold approval of the (proposed DEW Line Station Solid Waste Management Site) POW-1 solid waste permit pending agreement between CIRI and the USAF as to close out of the existing Camp Lonely site. (Attached)
- **July 16, 1986** - CIRI to Major Gary Worrall @ Peterson AFB - outlining CIRI's minimum requirements for the landfill cleanup. (Attached)
- **August 12, 1986** - CIRI to USAF - Discussion regarding clean up and future use of the landfill and that Air Force would close the landfill in accordance with land fill permit stipulations, etc. (Attached)
- **August 20, 1986** - Telephone Call Record - Steve Planchon (CIRI) and Richard Cormack (ADEC) - Water quality test results called in by FSI, no problems to date
- **August 22, 1986** - Public Notice of Application for Permit by USAF. (Attached)
- **August 29, 1986** - ADEC to FELEC Services (contractor for the USAF) requesting continued monitoring for chromium and recommended sampling again before freezeup and then again after breakup in 1987. (Attached)
- **October 14, 1986** - USAF letter to CIRI outlining steps taken to correct problems at the landfill. A series of water quality tests were initiated, first test resulted in ADEC recommendation to conduct two more tests. The next test was conducted before freeze-up and the chromium level had been reduced significantly and a third test was to be conducted in the Spring of 1987. (Attached)
- **October 23, 1986** - CIRI to USAF - CIRI agrees to MOU regarding shared use of facilities at Camp Lonely, with the change to Stipulation III.B. . . . the USAF agrees to close the CIRI landfill in accordance with permit stipulations. . . (Attached)
- **November 3, 1986** - USAF to CIRI - revised MOU, including changes per 10/23/86 request. (Attached)
- **September 1, 1989** - CIRI to USAF - Acknowledging USAF closure of DEW Line Station (POW-1) and the request for terminating the MOU. CIRI mentioned the problems that existed in the past regarding use of the CIRI's landfill by USAF contractors and" . . . CIRI had received no information to indicate that the site was effectively cleaned up, closed out and accepted as such by the ADEC. . . and . . . CIRI will require that the Air Force provide indemnification to CIRI and accept responsibility for any liabilities which have or may occur in the future as a result of the Air Force's use of the site. (Attached)
- **October 20, 1989** - ITT (FELEC Services) to the Dept of the Air Force, the CIRI landfill was closed, fertilized and seeded in August of 1989. A condition of the permit is that 2 sets of drawings have to be supplied to ADEC showing the limits of all solid waste disposition both horizontally and vertically. The basic plot plans were not provided as part of the DEW Line contract and FELCO was experiencing difficulties obtaining them so that they could be updated for submittal to ADEC. CIRI could not locate the originals or copies. FELEC Svcs was trying to get a copy of the plot plan from ADEC (which they indicated should have been submitted to ADEC with CIRI's submittal for

Camp Lonely Landfill Chronology
February 5, 2003
Page 3

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the landfill permit), the permit application (originally submitted in December, 1982) had no plot plan attached, the January 21, 1983 CIRI application included a map of the area). FELCO indicated that if they were unsuccessful in obtaining the drawings from ADEC that they would submit the formal closure notice without the drawings. No further correspondence is in the file. (Attached)

- **October 26, 1989** - In correspondence from Charles Smiley, Director of Logistics, USAF, indicates that the USAF would continue in their efforts to close out the CIRI landfill and would advise us "when a successful conclusion is reached". There is nothing in our files from ADEC or USAF to indicate that the landfill was officially closed. (Attached)
- **May 18, 1990** - ADEC (Mehrdad Nadem, Environmental Field Officer) wrote a letter to R.L. Nicholson, FELEC Services, Inc. stating that the ADEC had received the as-built drawings of the POW-1 Dew Line Station Landfill. ADEC authorized the closure of the landfills operated under permits 8636-BA010 and 8331-BA001, provided that all provisions set forth in the permit regarding post closure monitoring would be followed. (Attached)
- **November 6, 1990** - Department of USAF to CIRI forwarded a copy of the above May 18th letter and indicating ADEC authorizing closeout of 8636-BA010 and 8331-BA001. They also informed CIRI of the operational responsibility for POW-1 and other DEW Line radar sites in Alaska had been transferred to Pacific Air Command, 11th Air Force (formerly Alaskan Air Command), Elmendorf Air Force Base, Alaska on October 1, 1990. (Attached)
- **December 26, 1990** - CIRI wrote to Chuck Hill (Langley Air Force Base) voicing concerns about the closeout and requesting, among other documents, a copy of the drawings of the landfill required for formal closeout. No response to this letter is in the file.
- **September 3, 1992** - ADEC (Scott Home) letter to CIRI - the permit expired in April, 1988. It appears, per his letter, that ADEC received its last communication with CIRI was in the form of a copy of the 12/26/90 CIRI letter to Chuck Hill. Mr. Home discusses lab reports that were submitted by Northern Testing Labs (FELCO subcontractor), with no permit number or file number; Water and soils tests for the site had not been received & that they were required as part of the close out. When he assumed his position as North Slope district field officer, none of the above mentioned correspondence had been referred to him and that the Camp Lonely/Husky/CIRI was referred to "as a defunct installation". The POW-1 was being closed out at the time and that confusion in ADEC's filing system often resulted from closely adjacent, if unrelated, sites. After reviewing CIRI's file, the actions needed to close out the site had not been undertaken. He requested a quick response from CIRI identifying the problems which remain to be met. CIRI responded - giving an overview of what had transpired and our willingness to get this site closed.
- **September 29, 1992** - CIRI's response discussed the remediation actions that were undertaken and the sampling program that was conducted and submitted to your office for review. CIRI also reiterated the fact that CIRI never operated the camp on a commercial basis since acquiring it, and never deposited anything in the landfill

Camp Lonely Landfill Chronology
February 5, 2003
Page 4

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originally authorized by Permit No. 8331-BA001. CIRI also expressed its intention to cooperate with your agency to see that the site was properly closed out. I can find no other correspondence in the file.

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COOK INLET REGION, INC.

November 13, 1986

Colonel Charles B. Neel
Department of the Air Force
4700th Air Defense Squadron (Support) (TAC)
Peterson, Air Force Base, Colorado 80814-5000

Re: Camp Lonely Land Fill
260 Land Agreement

Dear Colonel Neel:

Please find enclosed a fully executed Memorandum of Understanding.
Thank you for your assistance on this matter.

Sincerely,

COOK INLET REGION, INC.



Steve Planchon
Manager, Land Administration

SP/slb
712:23

Enclosure

000011

MEMORANDUM OF UNDERSTANDING
BETWEEN
4700TH AIR DEFENSE SQUADRON (TAC)
AND
COOK INLET REGION, INC (CIRI)

I. BASIC PROVISIONS

Upon acceptance by Cook Inlet Region, Inc. (CIRI), this memorandum will constitute an agreement between the 4700th Air Defense Squadron (ADS)(Tactical Air Command), Peterson Air Force Base, Colorado 80914-5000, and Cook Inlet Region, Incorporated, Anchorage, Alaska 99509, herein after referred to as CIRI, for joint use of certain facilities at the Lonely (POW-1) DEW Line station.

II. RECIPROCATIONS

A. The 4700th Air Defense Squadron (USAF) will, through the DEW Line O&M contractor at POW-1, grant the following concessions to CIRI in exchange for the reciprocal returns as outlined herein.

1. CIRI will be allowed to share hangar, Facility Number 00018, to store one (1) Front End Loader, two (2) Pickups and, one (1) Three-wheel ATV. CIRI's space allocation will consist of the western bisection of the hangar floor space and will not exceed fifty percent (50%) of the available floor space in the hangar. Air Force requirements will be afforded precedence in all circumstances. In return, CIRI will be responsible for housekeeping in their portion of the building.

2. CIRI will be provided food and lodging for no more than two (2) CIRI representatives during their periodic facility inspections. Category A rates, per DO 177-32, will apply. CIRI must provide 4700 ADS/DO names, SSANS, arrival/departure dates, and charter air service (AF Form 181 will be used).

B. CIRI will grant the USAF interim use of their landfill at POW-1 until such time as the USAF acquires its own landfill permit, and realizes an operational landfill.

III. GENERAL PROVISIONS

A. CIRI agrees to assume all risks of loss or damage to property or injury to, or death of persons by reason of use of these facilities by CIRI or their representatives under this Agreement including risks connected with the provision of services or goods by the Government, to CIRI or to any representative of CIRI under this agreement. CIRI further agrees to indemnify and hold harmless the Government against, and to defend at CIRI's expense, all claims for loss, damage, injury, or death sustained by any individual or corporation and arising out of or resulting from CIRI's use of these facilities pursuant to, or in connection with this agreement, or arising out of the provision of services or goods by the

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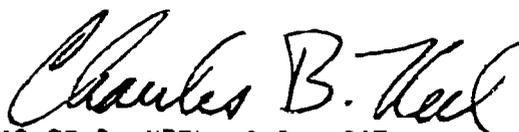
Government to CIRI or its representatives, whether the claims be based in whole or in part on the negligence or fault of the Government or its contractors or any of their officers, agents and employees, or based on any concept of strict or absolute liability, or otherwise. CIRI shall neither transfer nor assign its interests or obligations under this Agreement without the prior written approval of the 4700th ADS, provided that CIRI may, as part of its business and without further notice, enter into arrangements with third parties regarding CIRI's usage of facilities covered by this agreement. All such "third parties" shall be considered as CIRI representatives under the terms of the agreement. CIRI will be liable for any damage to the hangar resulting from any induced cause by their representative.

B. The USAF will be responsible for liabilities incurred during sole usage landfill operation period. The USAF further assumes responsibility for compliance with state and federal regulations during sole-use period. Finally, the USAF agrees to close the CIRI landfill in accordance with permit stipulations and further agrees to CIRI's reasonable use of USAF landfill facilities after the CIRI landfill is closed.

C. This agreement gives the CIRI no express or implied interest of any kind in real estate, improvements, or other tangible assets of the Lonely (POW-1) DEW Line station or the Government.

IV. This Agreement may be amended, at any time as mutually agreeable, by written amendment(s) signed by the 4700th Air Defense Squadron (Tactical Air Command) and Cook Inlet Region, Inc.

V. This agreement shall remain in effect indefinitely, but may be terminated by either party upon a 90 day written notice.



CHARLES G. NEEL, Col, USAF
Commander
4700th Air Defense Sq (TAC)



Frank Klatt
Vice President
Cook Inlet Region, Inc.

11/12/86

000013

DEPT. OF ENVIRONMENTAL CONSERVATION
March 31, 1983

BILL SHEFFIELD, GOVERNOR
Please reply to:
Northern Regional Office
Pouch 1601
Fairbanks, Alaska 99707
(907) 452-1714

COOK INLET REGION, INC

CERTIFIED MAIL 3200Z
RETURN RECEIPT
REQUESTED

APR 1 1983

Mr. Kirk McGee
Cook Inlet Region, Inc.
P.O. Drawer 4-N
Anchorage, Alaska 99509

Land Department

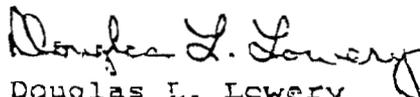
Dear Mr. McGee:

RE: Solid Waste Permit 8331-BA001-Camp Lonely

The Department of Environmental Conservation has completed its evaluation of your Solid Waste Permit application for operation of a landfill at Camp Lonely, Section 18, T18N, R5W, Umiat Meridian, and is issuing the enclosed permit in accordance with AS 46 and 18 AAC 15. Please review the conditions and stipulations in the permit and ensure they are all understood. This permit is effective upon issuance and expires April 1, 1988.

Any person who disagrees with this decision may appeal the decision by requesting an adjudicatory hearing, using the procedures contained in 18 AAC 15.200-310. Hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, 3220 Hospital Drive, Pouch O, Juneau, Alaska 99811, within thirty days of receipt of this letter. If a hearing is not requested within thirty days, the right to appeal is waived and the decision becomes final.

Sincerely,



Douglas L. Lowery
Regional Environmental Supervisor

Enclosure: 8331-BA001

cc: Keith Kelton, ADEC
Dick Williams, ADEC
Eugene Brower, HAYCOZ/NSE

000014

STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
POUCH 1601
FAIRBANKS, ALASKA 99701

SOLID WASTE DISPOSAL PERMIT

PERMIT NO. 8331-BA001

DATE ISSUED: March 31, 1993

This Solid Waste Disposal Permit is issued to Cook Inlet Region, Inc., P.O. Drawer 4-N, Anchorage, Alaska 99509, for the operation of a landfill at Camp Lonely, Section 18, T18N, R5W, Umiat Meridian. This permit is subject to the conditions and stipulations contained in Appendices A and B, which are incorporated herein by reference.

This permit is issued under provisions of Alaska Statute 46.03, the Alaska Administrative Code, as amended or revised, and other applicable state laws and regulations.

This permit is effective upon issuance and expires April 1, 1998. It may be terminated or modified in accordance with AS 46.03.130.



Douglas L. Lavery
Regional Environmental Supervisor

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Page 2 of 6
Permit No. 8331-SAD01

APPENDIX A - SPECIFIC PERMIT CONDITIONS

I. PREPARATION AND DEVELOPMENT

The permittee shall:

- a. Upon occupancy of camp ensure that all windblown litter, trash, and other garbage are collected and disposed of in the landfill.
- b. Ensure that the length and width of the fills are compatible with the projected long term needs of the project.
- c. Erect and maintain a readily visible sign which provides users with the following information:

facility identification;
conditions for use;
owner/operator's name & address;
and emergency phone number.

II. OPERATION

The permittee shall:

- a. Store all kitchen wastes and other putrescible wastes in a safe and sanitary manner prior to incineration or burial. The wastes will at no time be stored where they may attract or be accessible to wildlife.
- b. Incinerate as much of the putrescible and combustible wastes as practical prior to land disposal.
- c. Operate the incinerator in compliance with the Alaska Air Quality Control Regulations, 18 AAC 50.
- d. Cleanup and control all littered and windblown material in and around the facility through the use of regular policing or other means as required.
- e. Prohibit the landfilling of all liquid wastes including sewage sludge, oil wastes, greases, paints, drilling muds and hazardous or toxic substances.
- f. Restrict disposal at the facility to incinerator residue and ash, small metal wastes, glass and other inert and nonhazardous materials, construction wastes, and domestic refuse.
- g. Deposit solid wastes in cells located along the side of the existing pad as locations approved by the department. The cells shall not exceed twenty-five feet by fifty feet in width before being covered in place. Final cover shall be applied so that it conforms to the contour of the existing pad.

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Page 3 of 6
Permit No. 8321-2A001

II. OPERATION (Continued)

- h. Spread the wastes deposited in the cells in layers not exceeding two feet in depth and compact with a heavy tractor or other similar equipment.
- i. Limit the total depth of the compacted layer of solid waste to four feet or less, and cover with two feet of compacted earth upon completion of solid waste filling.
- j. Operate only one disposal cell at a time and shall not begin filling a new cell until the previously operated one is completely filled and covered.
- k. Grade the completed landfill area to promote surface water runoff without erosion. Surface restoration and erosion control work such as revegetation will be required if the department determines that significant erosion has occurred within two years of facility closure.
- l. Be allowed to provide final cover and grading the following spring if landfill operation is terminated during the winter.

III. BURNING

The permittee shall:

Prohibit open burning at the landfill site and immediately extinguish any fires which occur. The permittee shall notify the Northern Regional Office if any fires occur. Call 432-1714.

IV. PROHIBITIONS AND SPECIAL RESTRICTIONS

The permittee shall:

- a. Prohibit discharge of firearms at the facility.
- b. Prohibit disposal of hazardous and oily wastes, waste oils, sludges, greases, paints, drill muds, and chemical wastes at this facility unless prior written permission is obtained from the department.
- c. All "disposal prohibited" or salvageable items shall be segregated and stored in an approved location and/or transferred to an approved final disposition location. Maximum storage period shall be one year.

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Page 4 of 6
Permit No. 8331-BA01

V. MONITORING AND REPORTING

The permittee shall:

- a. Notify the Department of Environmental Conservation ten days prior to removal of earthmoving equipment from the completed landfill.
- b. Submit two (2) sets of "as-built" or record drawings of the completed facility within ninety (90) days of facility completion and closure. The drawings shall accurately show the limits of all solid waste deposition, both horizontally and vertically, including the limits of each trench. The drawings may be referenced to the State Plane Coordinate System, or other recognized system, or to a monumented, well referenced local system described on the drawings.

VI. CLOSURE

This permit shall be amended to provide for the upgrading or closure of the site, if the facility is classified as an "open dump" in accordance with the inventory and definitions being developed by the Environmental Protection Agency under the Resource Conservation and Recovery Act of 1976, P.L. 94-580.

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Page 5 of 6
Permit No. S331-B200

APPENDIX B - GENERAL PERMIT CONDITIONS

I. ACCESS AND INSPECTION

The department's representative shall be allowed access to the permittee's facilities to conduct scheduled or unscheduled inspections or tests to determine compliance with this permit, state laws, and regulations.

II. AVAILABILITY OF RECORDS

Except for information relating to secret processes or methods of manufacture, all records and reports submitted in accordance with the terms of this permit shall be available for public inspection at the regional office of the Alaska Department of Environmental Conservation.

III. CIVIL AND CRIMINAL LIABILITY

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to factors beyond his control, including but not limited to, accidents, equipment breakdowns, or labor disputes.

IV. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights in either real or personal property, or any other privileges; nor does it authorize any damage to private property or any invasion of personal rights, nor any infringements of federal, state, or local laws and regulations.

V. SEVERABILITY

The provisions of this permit are severable and, if any provision of this permit or the application of any provision of the permit to any circumstances is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby. Notwithstanding the above, in the event that such invalidation materially alters the scope or conditions of this permit, the department shall have the right, at its sole option, to terminate the permit.

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PAGE 6 OF 6
PERMITS No. B331-BAOI

VI. STATE LAWS

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation.

VII. POSTING OF PERMITS

The permittee shall provide a copy of this permit at the disposal facility.

VIII. TRANSFERS

This permit is not transferable and is the property of the State of Alaska, Department of Environmental Conservation. In conducting operations of the facility, the contractor, or a change of the existence of the permit and its conditions, or a change the written notification shall be forwarded to the Regional Supervisor of the Department of Environmental Conservation, Pouch 1601, Fairbanks, Alaska 99707.