DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENT AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
BONNET CARRE SPILLWAY RECREATION LEASE
BONNET CARRE SPILLWAY
ST. CHARLES PARISH, LOUISIANA

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by the authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

This lease is granted for a term of 10 years, beginning same date subject Lease No. DACW29-1-15-39 is executed, signed, and completed by the District Chief of Real Estate, New Orleans, Real Estate Region South Division, Real Estate Contracting Officer, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the condition herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION, P.O. Box 302, Hahnville, Louisiana 70057, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, P.O. Box 60267, New Orleans, Louisiana 70160-0267, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit "B", which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than January 15, of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the District Engineer. Such annual Plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year

d. Minor modifications to the development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased premises.

g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer.

During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and

prices charged by the Lessee or its sublessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and condition of this lease.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sublessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, bay be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and subleases, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be

promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee, to flood the premises, to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of ONE MILLION DOLLARS ($1,000,000), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sublessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the type of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's

insurance status shall not eliminate the requirement for its sublessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sublessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the said the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefore, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessees operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assigns.

19. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States

harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

20. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present and proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

21. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

22. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sublessees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sublessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on **NOTICES**.

23. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sublessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the District Engineer will have the option to revoke the lease. The Lessee and its assignees or sublessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

24. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sublessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

25. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. District Engineers may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting eventd, may be conducted by nonprofit organizations under special permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

26. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use

shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

27. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding $50,000 is not a claim under the Act until certified as required by subparagraph c. (2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding $50,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual.

(4) If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of $50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over $50,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the District Engineer.

28. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions, or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

29. ENVIRONMENTAL CONDITION OF PROPERTY (added)

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit C. Upon expiration, revocation or termination of this lease, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition of RESTORATION.

30. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

31. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

32. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

33. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

34. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease be for the general benefit of such corporation or company.

35. EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the [**insert:** Lessee/Permittee/Licensee] and any reference to "contract" shall refer to the [**insert:** Lease/Permit/License].

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be $10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into

this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than $10.10 (or the minimum wage as established each January

thereafter) to any worker.

(g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the

Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and

mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

36. HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

38. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provision of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority/direction of the Secretary of the Army this _____day of _____, 2015.

Witness

LINDA C. LABURE
New Orleans District Chief
Real Estate Region South Division
Real Estate Contracting Officer
U.S. Army Corps of Engineers
New Orleans District

Witness

THIS LEASE is also executed by the Lessee this ____day of _____, 2015.

Witness

ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION

BY: _____

Witness

TITLE: _____

APPROVED AS TO LEGAL SUFFICIENCY:
MARCO ROSAMANO
ATTORNEY ADVISOR
U.S. Army Engineer District
New Orleans

ACKNOWLEDGMENT

STATE OF LOUISIANA)
: ss
PARISH OF ST. CHARLES)

On this _____ day of _____, 2015, before me the undersigned Notary Public, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF LOUISIANA)
: ss
PARISH OF ST. CHARLES)

On this _____ day of _____, 2015, before me the undersigned Notary Public, personally appeared, Real Estate Division, U.S. Army Engineer District, , known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

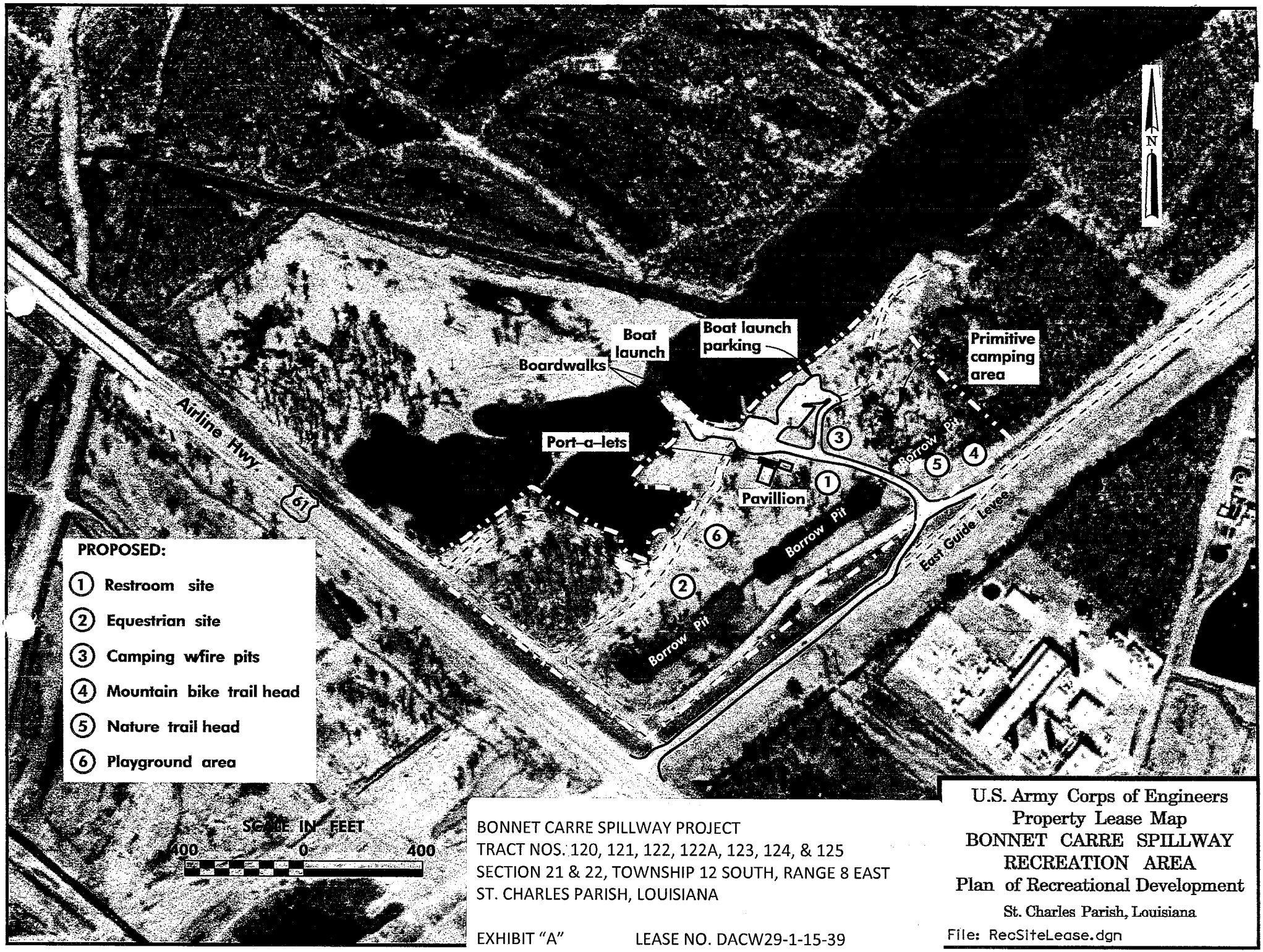
THIS INSTRUMENT PREPARED BY:

_____
CARLA J. BUATTE, Lead Realty Specialist
U.S. Army Corps of Engineers
P. O. Box 60267, New Orleans, LA
504-862-2989

REVIEWED FOR LEGAL SUFFICIENCY BY:

_____

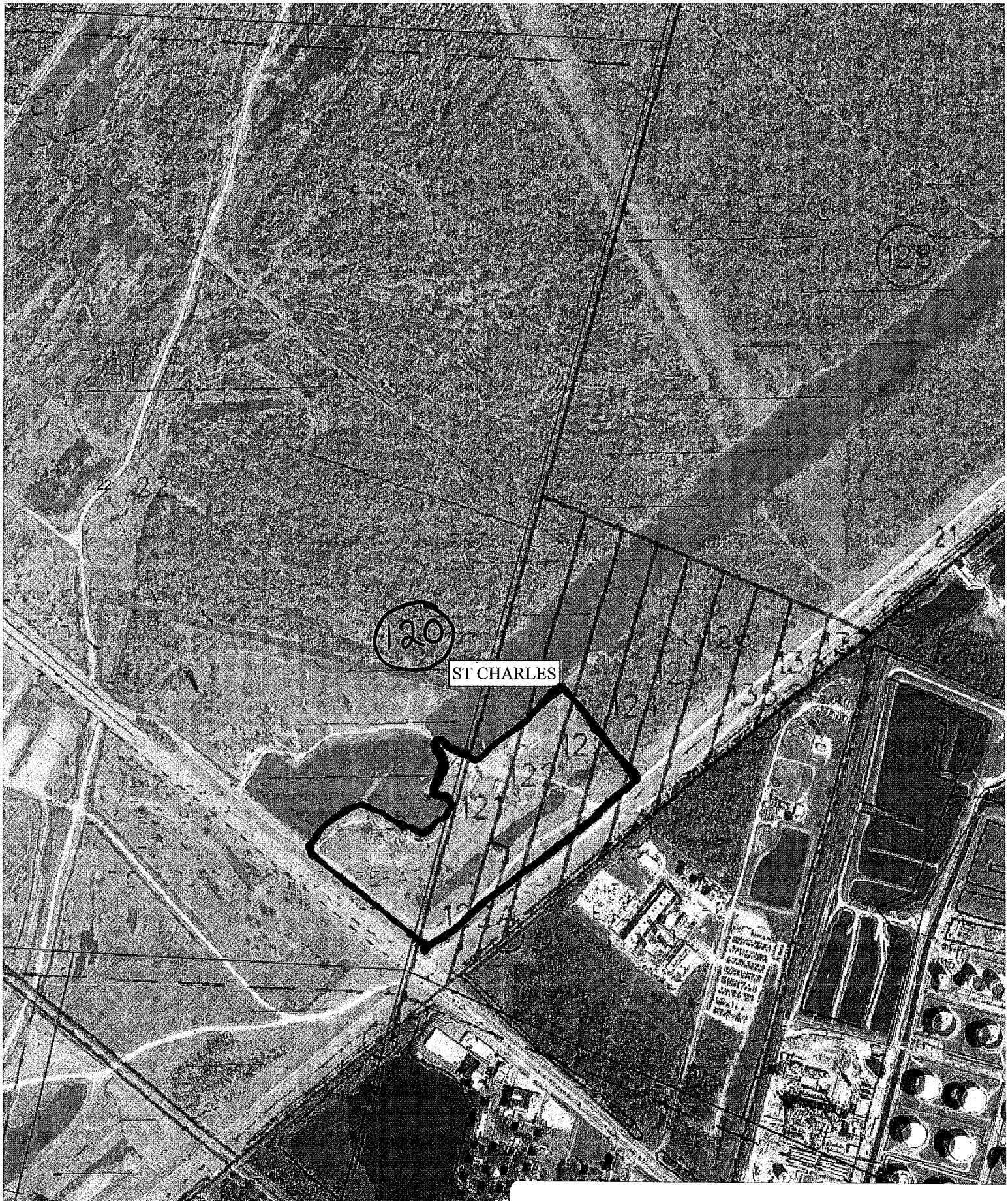
_____, Attorney
Telephone Number



BONNET CARRE SPILLWAY PROJECT
TRACT NOS. 120, 121, 122, 122A, 123, 124, & 125
SECTION 21 & 22, TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "A" LEASE NO. DACW29-1-15-39

U.S. Army Corps of Engineers
Property Lease Map
BONNET CARRE SPILLWAY
RECREATION AREA
Plan of Recreational Development
St. Charles Parish, Louisiana
File: RecSiteLease.dgn



BONNET CARRE SPILLWAY PROJECT
TRACT NOS. 121 & 122A, SECTION 6 & 21
TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "A" EASEMENT NO. DACW29-1-15-39

ST. CHARLES PARISH

DEPARTMENT OF PARKS AND RECREATION

13825 RIVER ROAD • P.O. BOX 9 • LULING, LOUISIANA 70070
(504) 783-5090 • FAX (504) 783-5095

ALBERT D. LAQUE
PARISH PRESIDENT

LARRY MATSON
DIRECTOR

PLAN OF RECREATION DEVELOPMENT

BONNET CARRE' SPILLWAY RECREATION AREA

PREPARED FOR: CORPS OF ENGINEERS
PREPARED BY: ST. CHARLES PARISH RECREATION DEPT.
DATE: December 10, 2002

The information contained within this plan should comply with the approved Corps Master Plan dated April 1998 and be in accordance with the Challenge Cost-Sharing Program authorized by Section 225 of the Water Resources Development Act of 1992.

Generally, the St. Charles Parish Recreation Department will continue to maintain the Spillway property with grass cutting, clean-up operations, preparing Camping Permits, maintenance of facilities, and making improvements with the permission of the Corps of Engineers.

Maintenance would include (but not be limited to):

1. Repairing and improving picnic shelters.
2. Repairing and improving boat docks
3. Repairing, replacing, and/or improving picnic areas including tables, benches and fire rings.
4. Improving garbage collection areas and clean-up . This would include adding garbage collection units (cans, etc.)
5. Improving camping sites and designating areas for horses, etc.
6. Working with the Corps to make future improvements on an "as needed" basis.
7. Improving the site with trees, nature trails, bike trails and other recreational items should those needs arise in the future.

BONNET CARRE SPILLWAY PROJECT
TRACT NOS. 121 & 122A, SECTION 6 & 21
TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "B" EASEMENT NO. DACW29-1-15-39

Future Improvements: each item to be approved by Corps before implementing

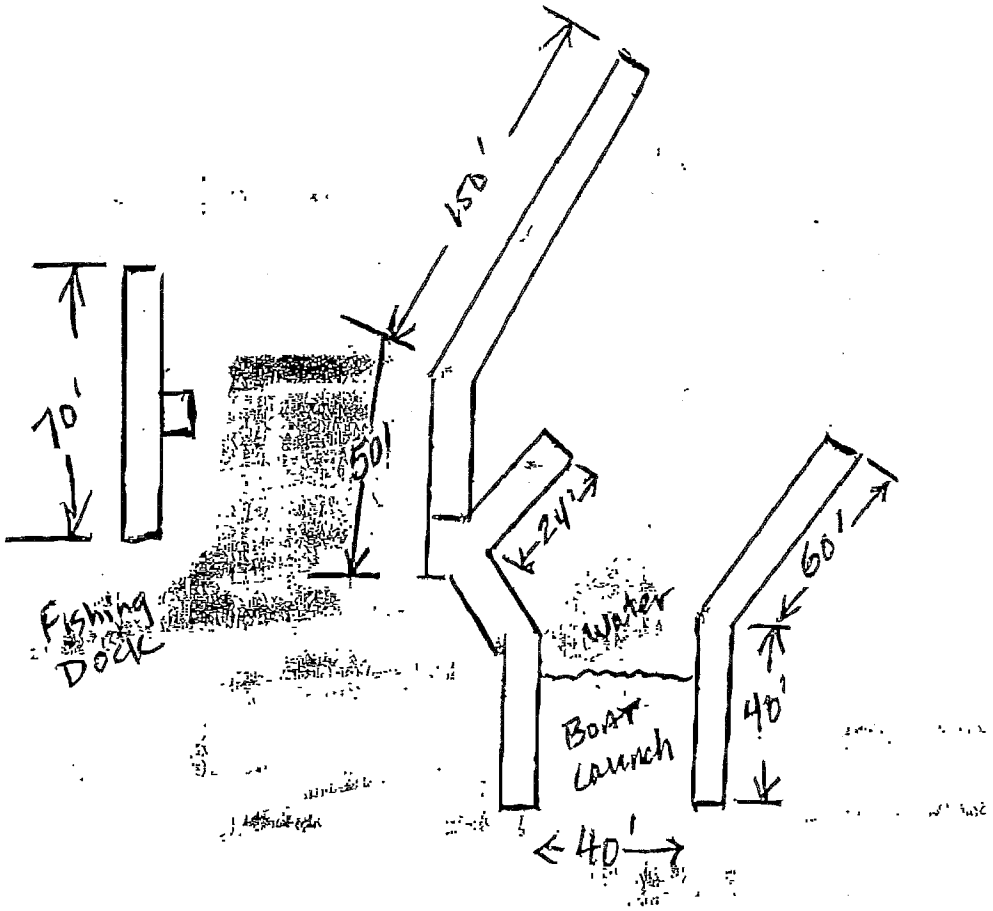
1. Restroom facility
2. Mountain bike trail
3. Nature trail
4. Playground area
5. Camping sites (fire pits)
6. Picnic tables

There are currently no plans to add a concession area. However, if the need arises through the development of any of the potential future improvements, the Corps would be notified for permission to proceed.

Financing for any of the future developments could come from several sources. The Parish Recreation Department has certain budget restraints and limitations. However, through a cooperative effort from the Corps, public, booster clubs, and grants funding might be found to support the projects as the need arises. **Ten thousand dollars ($10,000)** has been placed in the 2003 budget in hopes of securing federal or state grants and/or funding for major projects such as rest rooms and playground equipment.

Currently, the Spillway has a gravel driveway from Airline Highway (Route 61) and a parking area at the boat launch to accommodate 35 vehicles. An additional 30 cars could be parked along the driveway adjacent to the pavilion if needed. A wooden dock is available for boaters and fishermen. The dock is forty feet wide so two boats may be launched at the same time. A drawing of the launch area is included with this report. A steel pavilion with concrete slab is available for picnics. Concrete tables and benches are also available. Electrical outlets are available and port-o-lets are on site. Fishing, boating, picnics, and camping are the main attractions on the north side of U.S. 61. Across the highway, an area designated for ATV (All Terrain Vehicle) activity is available. No ATV activity is allowed in the boat launch area (signage in place).

Firearms are not permitted in any of the areas. Camping permits must be obtained from the Recreation Department. A sample is attached. A fee of $100 is collected with $50 returned if the pavilion is used and no clean-up is required. Camping is free, but requires a permit. The area has regular patrols from the Sheriff's Department. Grass areas are available for frisbee tossing and other outdoor activities. Swimming is not permitted within 150 feet of boat launch (signage in place). There are **no fire rings** currently at the site; however, several have been requested by the recreation department.



PARKING AREA

PAVILION

SPILLWAY BOAT LAUNCH
11-12-02

12-10-02;16:20 ; ;1 # 3/ 9

Lease DACW29-1-15-39
Exhibit B

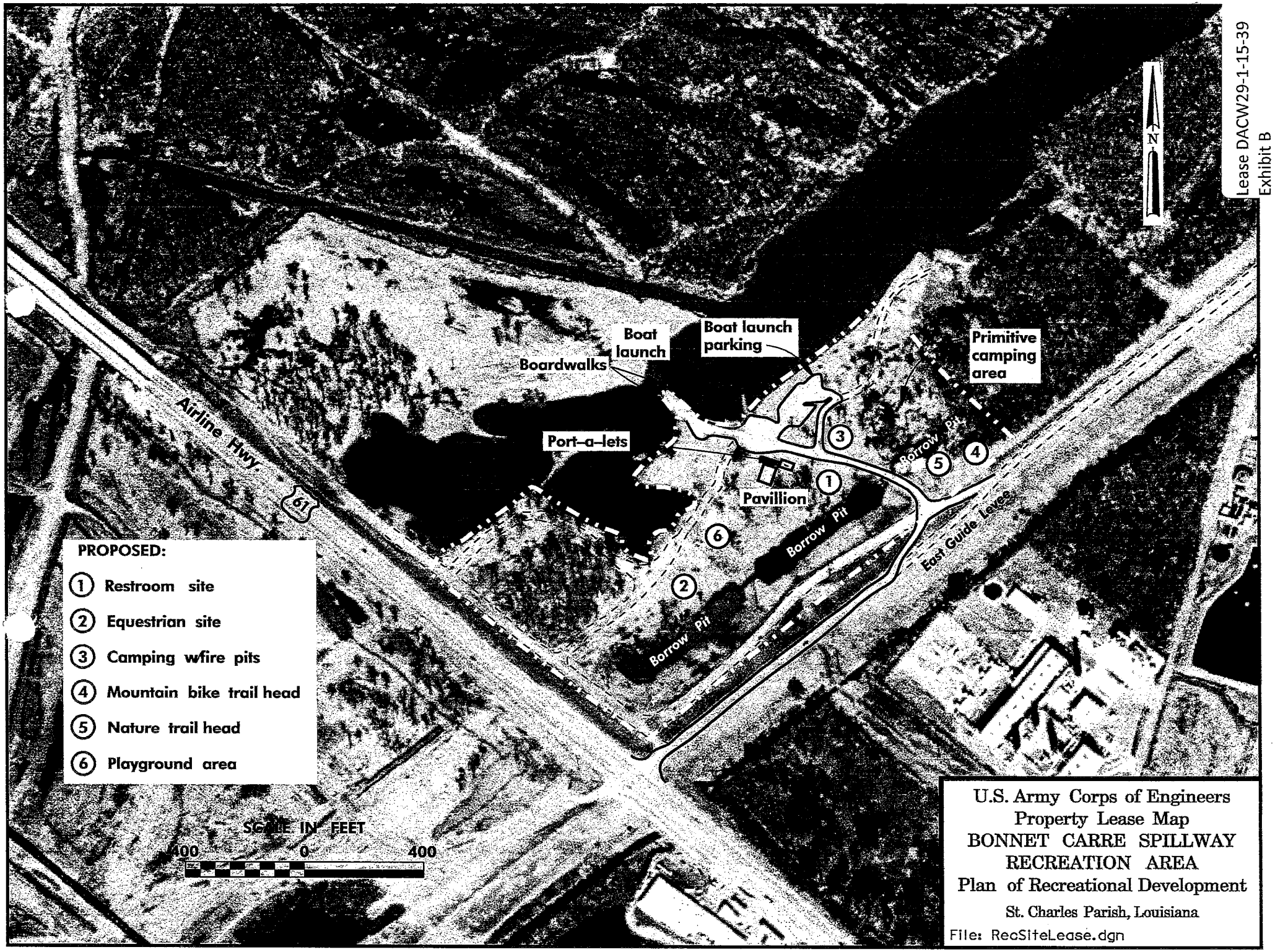
PARKING AREA

BOAT LAUNCH

PICNIC TABLE

PAVILION

Proposed Improvement	Priority	Time Frame (Year)	Est. Costs	Proposed Funding Source(s)*	Location (on, partially on, or off leased area)
Restroom Facility	1	2003*	$40,000	Grant	Pavilion - Boat Launch
Mountain Bike Trail	2	2003		see below	Hwy 61 to Lake
Nature Trail	3	2003		see below	Hwy 61 to Lake
Equestrian Area	4	2003		see below	Hwy 61 to Lake
Playground	5	2004	$25,000	Grant	Near Pavilion
*Potential sources include: St. Charles Parish Recreation Budget, Federal Grants Programs, Corps Funds through the Challenge Cost-Share Program, Volunteer Efforts, Concession Revenues, Special Event Revenues, and Donated Funds					



Lease DACW29-1-15-39
Exhibit B

CEMVN-PDN-NCR (1165-2-26a) 14 September 2015

MEMORANDUM THRU Chief, Environmental Planning Branch, RPEDS

FOR Chief, Real Estate, MVN

SUBJECT: Completion of environmental, cultural, and CERCLA compliance for Proposed Lease Renewal No. DACW29-1-15-39 for St. Charles Parish to operate and maintain a public park and recreation area within Bonnet Carre Spillway Project, St. Charles Parish, Louisiana

1. Enclosed are the documents required for this action by ER 405-1-12 and ER 200-2-2. These include the Record of Environmental Consideration (REC), Environmental Condition of Property (ECP), Report of Availability (ROA) Part C, and documentation of the internal agency records search preliminary assessment screening (PAS). Also included is a summary Statement of Findings (SOF).

2. If you have any questions, the POC in this office is Debbie Wright (ext. 1732).

Joan M Exnicios

Joan Exnicios
Chief, Environmental Planning Branch

Encl. REC
ECP
ROA, Part C
PAS
SOF

BONNET CARRE SPILLWAY PROJECT
TRACT NOS. 120, 121, 122, 122A, 123, 124, & 125
SECTION 21 & 22, TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "C" LEASE NO. DACW29-1-15-39

RECORD OF ENVIRONMENTAL CONSIDERATION

Title: Proposed Lease Renewal No. DACW29-1-15-39 for the St. Charles Parish Public Park and Recreational Area within the Bonnet Carré Spillway Project, St. Charles Parish, Louisiana

Description of Proposed Action: Proposed Lease Renewal No. DACW29-1-15-39 will grant the St. Charles Parish permission to construct, operate, and maintain an approximately 25 acre public park and recreational area within the Bonnet Carré Spillway Project. The proposed action would allow the St. Charles Parish Recreation Department to continue to maintain property within the Bonnet Carré Spillway through grass cutting, clean-up operations, preparing camping permits, facility maintenance, and other improvements with the permission of the Corps of Engineers. Future maintenance would include repairing and improving picnic shelters, boat docks, tables, benches, and fire rings. Other potential activities include improved garbage collection, designation of horse trails, tree planting, bike and nature trails, and other recreational improvements. The lease is located in Tract Nos. 121 and 122A, Sections 6 and 21, Township 12 South, Range 8 East, St. Charles Parish, Louisiana.

Anticipated Duration of Proposed Action: The lease is granted for a term of ten years, beginning March 1, 2015 and ending February 28, 2025.

Findings: It has been determined that the proposed action is categorically excluded under the provisions of ER 200-2-2, Section 9, paragraph k., (9. Categorical Exclusions; k. Renewal and minor amendments of existing real estate grants evidencing authority to use Government-owned real property). This Record of Environmental Consideration documents National Environmental Policy Act compliance and is supported by the preparation of a Report of Availability addressing other environmental laws with Preliminary Assessment Screening documenting complete internal agency records search of the known history of the property with regard to the storage, release or disposal of any hazardous substances in compliance with the Comprehensive Environmental Response, Compensation and Liability Act.

Prepared by: _____ Date: 9/14/15
Debbie Wright
Outdoor Recreation Planner

Prepared by: _____ Date: 9/14/15
Mark H. Lahare
Environmental Protection Specialist

Reviewed by: _____ Date: 9/14/15
Richard E. Boe, Chief
Coastal Environmental Section

Reviewed by: _____ Date: 9/14/15
Joan Exnicios, Chief
Environmental Planning Branch

ENVIRONMENTAL CONDITION OF PROPERTY

Proposed Lease No. DACW29-1-15-39
St. Charles Parish Public Park and Recreational Area
Bonnet Carré Spillway Project,
St. Charles Parish, Louisiana

INTRODUCTION

The U.S. Army Corps of Engineers (USACE), New Orleans District has prepared this Environmental Condition of Property (ECP) to document existing environmental conditions on Government property within the Bonnet Carré Spillway Project, St. Charles Parish, Louisiana.

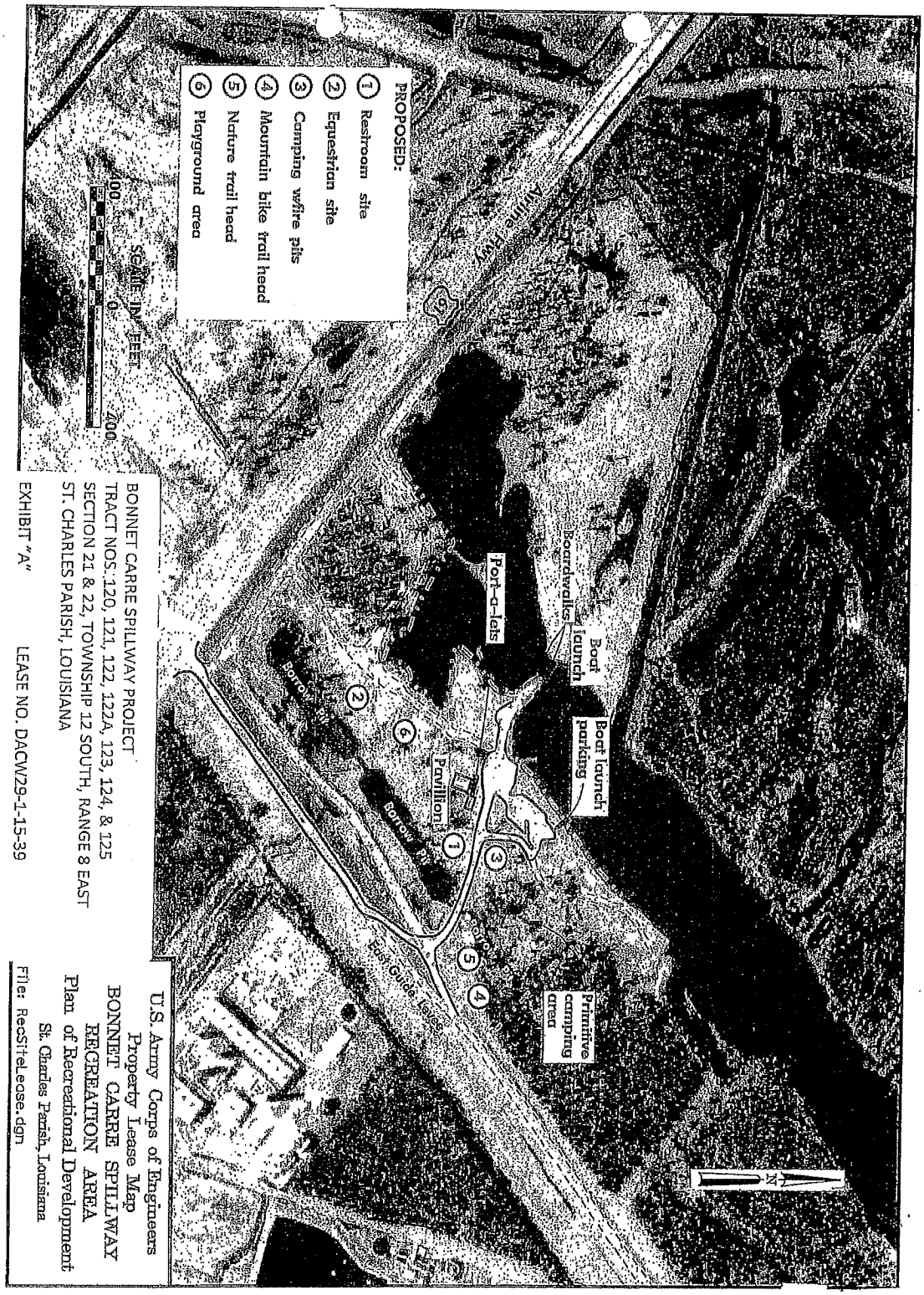
Proposed Lease No. DACW29-1-15-39 is a renewal of an existing lease located adjacent to U.S. Highway 61 (Airline Highway) and the Bonnet Carré Spillway lower guide levee in St. Charles Parish. The lease is located in Tract Nos. 121 and 122A, Sections 6 and 21, Township 12 South, Range 8 East, St. Charles Parish, Louisiana.

NEED FOR ACTION; PURPOSE; AND PUBLIC CONCERNS

This ECP report is a comprehensive inventory and evaluation of existing site conditions for the assessment of potential health and ecological risks associated with a proposed real property transaction. The goal of this ECP is not only to prevent damage to publicly owned resources, but also to preserve the health and well being of members of the public that use the surrounding area.

DESCRIPTION OF WORK

Proposed Lease No. DACW29-1-15-39 will grant the St. Charles Parish permission to construct, operate, and maintain an approximately 25 acre public park and recreational area within the Bonnet Carré Spillway Project. The proposed action would allow the St. Charles Parish Recreation Department to continue to maintain property within the Bonnet Carré Spillway through grass cutting, clean-up operations, preparing camping permits, facility maintenance, and other improvements with the permission of the Corps of Engineers. Future maintenance would include repairing and improving picnic shelters, boat docks, tables, benches, and fire rings. Other potential activities include improved garbage collection, designation of horse trails, tree planting, bike and nature trails, and other recreational improvements (Figure 1).


PROPOSED:
1 Restroom site
2 Equestrian site
3 Camping w/fire pits
4 Mountain bike trail head
5 Nature trail head
6 Playground area
Airline Hwy
Boat launch
Boardwalks
Boat launch parking
Port-a-lets
Pavilion
Primitive camping area
Bottom
Bottom
Bottom

ENVIRONMENTAL SETTING

GENERAL SITE DESCRIPTION

The location of the project right-of-way is on Government fee-owned lands within the Bonnet Carré Spillway Project.

Soils

The United States Department of Agriculture Natural Resources Conservation Service (2008) classifies various soils outside the Bonnet Carré Spillway along the Lower Guide Levee as Cancienne silty clay loam, frequently flooded; Schriever clay, frequently flooded; and Fausse clay, which are somewhat poorly drained, poorly drained, and very poorly drained, respectively. These three soils occur in natural levees and backswamps, and clayey alluvium is the parent material for Fausse clay. Both Fausse clay and Schriever clay, frequently flooded soils have a very slow infiltration rate (high runoff potential) when thoroughly wet. Cancienne silty clay loam, frequently flooded soil has a very slow rate of water transmission.

Land Use

In addition to providing flood relief for New Orleans and downstream communities along the Mississippi River, the Bonnet Carré Spillway projects nearly 8,000-acre floodway supports diverse natural resources benefiting fish and wildlife, and provides various opportunities for recreation. Each opening of the spillway deposits an average of 9 million cubic yards of sediment from the Mississippi River into the floodway. The most recent opening of the spillway occurred 11 April 2008. The deposits, consisting mostly of silts and sands, are used as fill material for residential and industrial developments. More than 250,000 visitors yearly take advantage of Bonnet Carré Spillway resources. Recreation activities include fishing, crawfishing, hunting, dog training, camping, wildlife viewing, boating, and picnicking. Areas are also designated for mountain biking, retriever dog field trials, model airplane flying competitions, and ATV and motorcycle riding. Additionally, St. Charles Parish maintains designated public recreational areas within the confines of the Spillway, including two boat-launching sites, providing access to the spillway's various waterways and western Lake Pontchartrain. Unsanctioned activities do take place within the Spillway, including but not limited to trash dumping, timber harvesting, and additional recreation activities.

Land Use History

Prehistoric human settlements in the vicinity of the Bonnet Carré Spillway are located near Lake Pontchartrain, with the earliest sites dating to the Tchefuncte culture (ca. 500 B.C.-A.D. 100). Many of these prehistoric sites have been deeply buried through post-depositional subsidence and deposition. Such buried sites were discovered in the course of dredging and construction activities. Historic settlement and agriculture were concentrated along the natural levees of the Mississippi River. Plantations were established along the east bank of the river in St. Charles Parish by 1770. Indigo, cotton, and sugar cane were the principal cash crops during the 18th and early 19th centuries, with sugar cane dominating from the late 19th through mid-20th centuries. Agricultural fields were located on the better-drained land near the river and rarely extended more than one-half mile away from the river. Forested swamps were left fallow except for timber extraction. The commercial timber industry flourished throughout St. Charles

Lease DACW29-1-15-39
Exhibit C

Parish from the 1890s to 1918, when cypress stands became severely depleted and the timber industry crashed.

Twentieth century industrial and residential development has supplanted agriculture in the areas flanking the spillway. Shortly after 1914, the New Orleans Refining Company (NORCO), an affiliate of Shell Oil, constructed a refinery and storage tank facility just downstream from the future site of the spillway. The residential community that grew up around the refinery took its name, Norco, from the company acronym. Shell Oil Company took over the Norco Facility in 1928 and opened a chemical plant nearby during the 1950s. Oil fields were discovered upstream and downstream from the spillway during both the 1930s and 1940s.

Construction of the Bonnet Carré Spillway was authorized by the Flood Control Act of 1928, in response to the disastrous flooding that occurred in 1927. The present site of the spillway is at the approximate location of the 19th century Bonnet Carré Crevasse; between 1849 and 1882, four major crevasses had occurred at this location. Since the Mississippi River had a natural tendency to break through at this location, it was a suitable place to locate the spillway. Before construction, there were a few farms located within the present floodway. Surveys and preliminary investigations for the Bonnet Carré Spillway Project were initiated in 1928. Construction began in 1929 and was completed in 1931. The guide levees were completed in 1932, and the highway and railroad crossings were completed in 1936.

ENVIRONMENTAL RESOURCES

Resources described in this ECP are those recognized by laws, executive orders, regulations, or other standards of national, state, or local agencies.

VEGETATION

Existing Conditions

The vegetation within the lease is primarily mowed grass that is periodically maintained by the Bonnet Carré staff. Surrounding plant communities include bottomland hardwood forests, including baldcypress-tupelogum swamps, aquatics in canals and ponds, and disturbed areas.

Impacts

The proposed lease renewal is expected to result in continued maintenance of the grassy areas.

WILDLIFE

Existing Conditions

The wooded areas north of the Public Park may provide some habitat for wildlife. Common inhabitants of wooded, weedy areas are soil-dwelling and surface-dwelling invertebrates, such as nematodes, annelids, arthropods, and snails, amphibians (frogs and toads), and reptiles (snakes, lizards, and turtles). Small mammals likely to inhabit both the wooded areas and grassy ditch banks include the swamp rabbit, hispid cotton rat, and marsh rice rat. Some insect species in ditches, such as mosquitoes, may function as vectors for the transmission of diseases and parasites harmful to other organisms, including humans.

Impacts

The proposed lease renewal would not be expected to cause any changes that would adversely affect wildlife.

SURFACE WATER

Existing Conditions

The Mississippi River is the most important surface water source in the vicinity of the proposed lease site. In addition, there are several large water bodies in the spillway, including the Upper and Lower Borrow Canals that are currently utilized for many recreational activities.

Impacts

The proposed lease renewal would not be expected to adversely impact surface water.

CULTURAL RESOURCES

Existing Conditions

Cultural resources inventories of project lands at Bonnet Carré Spillway took place between 1986 and 2003 (Poplin et al. 1988; Shuman et al. 1990; Orton et al. 2003; Yakubik et al. 1986). Six historic cultural resource sites have been identified within the spillway area, and three additional prehistoric sites have been identified immediately east of the Lower Guide Levee.

Two of the historic sites (16SC50, 16SC51) within the spillway are listed on the National Register of Historic Places as the Kenner and Kugler Cemeteries Archeological District. The district comprises two early nineteenth through early twentieth century African-American burial plots. The spillway itself, which is significant as an engineering landmark and for its historical association with flood control on the Lower Mississippi River, has been determined to be eligible for inclusion in the National Register. Site 16SC52 is the location of the former Roseland Plantation Sugar House. A brick scatter just south of the spillway structure has been designated site 16SC53, and another brick scatter near the Upper Guide Levee is known as site 16SC54.

The three prehistoric cultural resource sites (16SC10, 16SC11, and 16SC12) are located east of the Lower Guide Levee within one mile of the project area. All three sites are shell middens. The reported locations of the Bayou Trepagnier Site (16SC10) and the Bayou Labranche Site (16SC12) were visited during the investigations reported in Poplin et al. 1988, but the sites were not found. The Bayou Labranche Mouth site (16SC11) was visited during the investigations reported in Poplin et al. 1998, and more recently by a USACE archaeologist. This site appears to be eroding into the lake as reported in 1988.

Impacts

None of these cultural resource sites are located within the area of potential effects (APE), and no adverse impacts to cultural resources are expected as a result of this lease renewal.

RECREATIONAL RESOURCES

Existing Conditions

The Bonnet Carre' Spillway is a popular recreation site for residents of St. Charles, Jefferson, Orleans, St. John the Baptist, and other parishes throughout southern Louisiana. The Spillway is heavily used by residents because of its ease of access via U.S. Highway 61, Interstate Highway 10, and local parish roads. In addition, many residents are drawn to the Spillway for recreational activities because no fee is charged.

A little over one million people reside within the primary market area of the Spillway (within a 25-mile radius from its center). Recreation user-days in the Spillway are estimated at about 184,800 annual general recreation days and 61,450 general fishing and hunting days. A 1994 recreational use survey identified 24 activities of people that frequent the Spillway. The most popular activities are crawfishing, sightseeing, socializing, operating motorcycles and off-road vehicles, boating, waterskiing, and bank and boat fishing. Less popular activities with significant levels of participation are hiking/walking, picnicking, camping, dog-training, remote-control boating and airplane flying, shooting, birding, swimming and sun bathing, photography, and bicycle riding. Hunting of small game and waterfowl also occurs at the Spillway.

The St. Charles Parish Public Park lease site is an approximately 25 acre site adjacent to U.S. Highway 61 (Airline Highway) and within the Bonnet Carré Spillway Project near the lower spillway's lower guide levee. The site contains features such as picnic shelters, boat docks, tables, benches, and fire rings. Other potential activities include horse trails, tree planting areas, bike and nature trails, and other recreational improvements.

Impacts

The impacts of the proposed lease renewal will allow all recreational activities to take place without hindrance.

HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE

Existing Conditions

No sites containing hazardous, toxic, or radioactive waste (HTRW) have been discovered within the immediate area, nor have any incidents of the release, storage, or disposal of hazardous substances been documented. A search of available records in various offices of the New Orleans District revealed no evidence indicating that hazardous substances had been stored, released, or disposed of on this property.

Impacts

The proposed lease renewal is not likely to result in any HTRW contamination.

POTENTIAL ENVIRONMENTAL CONCERNS

Existing Conditions

The possibility of intentional dumping of hazardous or toxic materials on the project lands cannot be totally discounted, because dumping of household and commercial garbage is a major problem in the area. Illegal dumping of more dangerous wastes in the surrounding area could also be a problem. However, no evidence of dangerous spills or dumping has been discovered.

Impacts

No present environmental impact damage was noted in accessible records. Impacts from the proposed lease renewal are likely to be insignificant.

SITE VISIT

A site visit was not performed for this project. Based on previous site visits and conversations with current spillway staff, no sites containing hazardous, toxic, or radioactive waste (HTRW) have been discovered within the immediate area, nor have any incidents of the release, storage, or disposal of hazardous substances been documented. A search of available records in various offices of the New Orleans District revealed no evidence indicating that hazardous substances had been stored, released, or disposed of on this property.

COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS

In the case of a real property transaction, where a categorical exclusion, as defined by ER 200-2-2 applies, the vehicle for environmental compliance is a Categorical Exclusion (CE). The CE provides NEPA compliance and is supported by the preparation of a Report of Availability addressing other environmental laws with Preliminary Assessment Screening documenting complete internal agency records search of the known history of the property with regard to the storage, release or disposal of any hazardous substances in compliance with the Comprehensive Environmental Response, Compensation and Liability Act. Land use history of the project area shows that the spillway was constructed from 1929 to 1931. No information was found indicating HTRW concerns.

SUMMARY OF FINDINGS

A review of existing environmental and cultural resources information for the Bonnet Carré Spillway Project in St. Charles Parish, Louisiana, indicates that no long-term adverse impacts to the environment or recreational resources would be expected as a result of the proposed lease renewal. No adverse impacts to cultural resources would be expected. There are no Superfund sites within two miles of the lease site, and the probability of encountering HTRW on this project is low. Minimal or no individual or cumulative environmental effects would occur as a result of the proposed action.

DOCUMENT PREPARATION

This environmental condition of property report was prepared by Mr. Mark Lahare (Environmental Protection Specialist) and Dr. Trent Stockton (Archaeologist) of the U.S. Army Corps of Engineers, Regional Planning and Environmental Division South, New Orleans District.

REFERENCES

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C. ENVIRONMENTAL and CULTURAL CONSIDERATION:

1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS:

a. The requirements under NEPA for the proposed action have been met as follows:

[**X**] CX/REC. This action falls under one of the Categorical Exclusions (CX) contained in Environmental Effects of Army Actions, **32 CFR 651** and/or ER 200-2-2 (civil works property only); **and** there are no extraordinary circumstances that result in the proposed action having an impact on the human environment that would require an EA or EIS. The environmental effect of the action has been considered. A Record of Environmental Consideration (REC) is attached, indicating the CX for this proposed action.

If the Report of Availability is required to be forwarded to HQDA, and the CX is based on a pre-existing NEPA analysis, then state: **Not applicable.**

[ ] for BRAC, NEPA document is on file at HQDA (Identify location, title and date: _____)

[ ] Attached or pertinent extracts attached. If the entire analysis was too large to attach, then state where it can be viewed.

[ ] EA/FONSI. The impact of this action is considered to be minimal or insignificant. The Environmental Assessment (EA) with Finding of No Significant Impact (FONSI) is:

[ ] for BRAC, on file at HQDA (Identify location, title and date: _____ _____)

[ ] attached or pertinent extracts attached. If the entire EA/FONSI was too large to attach, then state where it can be viewed _____.

[ ] EIS/ROD. The impact of this action is considered to be significant. An Environmental Impact Statement (EIS), or supplement thereto, along with the Record of Decision (ROD) is:

[ ] for BRAC, on file at HQDA (Identify location, title and date: _____)

[ ] attached or pertinent extracts attached. If the entire EIS was too large to attach, then state where it can be viewed _____.

b. For EA and EIS, identify mitigation actions, if any, which are required, costs, and responsible party for the mitigation: **Not applicable**

c. If the EIS or EA covers more than the proposed action, explain how and where the action is analyzed and considered in the NEPA documentation: **Not applicable**

2. HISTORICAL AND CULTURAL RESOURCES:

[**X**] The area has been surveyed for historical and cultural resources and there have been none identified on this property. This action is in compliance with the National Historic Preservation Act and other relevant laws; Executive Order 11593, Protection and Enhancement of the Cultural Environment; or any MOA's related thereto.

[ ] Historical and/or cultural resources have been identified on this property. This action has been coordinated with the State Historic Preservation Officer and/or the Advisory Council on Historic Preservation in accordance with 36 CFR 800. [Attach documentation] The following restrictions must be incorporated into the outgrant document to protect the resource:

_____

Is there a Programmatic Agreement implementing Section 106 of NHPA, or other memorandum of agreement covering use of this property?

[**X**] No [ ] Yes, provide date, attach and/or explain.

[ ] The property is listed, is eligible for, or has been nominated for listing in the National Register of Historic Places or is in proximity to a property on the National Register. Explain.

Are you aware of any effort by the public to have the property listed on the National Register (report must also include this information)?
[X] No [ ] Yes (if so, attach and/or explain).

[ ] Native American graves have been identified on this property. Refer to requirements of the American Indian Religious Freedom Act and Native American's Graves Protection and Repatriation Act. Explain.

[ ] Archaeological sites or resources have been identified on this property. Refer to the Antiquities Act; Archaeological and Historical Preservation Act; and Archaeological Resources Protection Act.

3. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA)

a. A determination of the environmental condition of the property has been made based upon primary environmental site assessments.
[X] Yes [ ] No, explain

b. Copies of the primary environmental site assessments, e.g., Environmental Condition of Property (ECP) Report, Environmental Baseline Survey (EBS), etc. are:
[ ] if BRAC, on file at HQDA (Identify location, title and date: _____)
[X] attached or pertinent extracts attached. If the entire assessments are too large to attach, then state where they can be viewed: **An ECP for the subject project was completed and is attached. A Preliminary Assessment Screening (PAS) was also conducted and is attached.**

c. For BRAC lease only, a draft Finding of Suitability to Lease (FOSL) is attached, including the Environmental Protection Provisions applicable to this action, if any. The FOSL is an internal decision document and is not attached to the Lease.
[ ] Yes. [X] No, explain: **not applicable.**

d. The DOD Environmental Condition of Property (ECP) categories for the property is: **Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including migration of these substances from adjacent areas).**

e. Storage, Release, or Outgrant of Hazardous Substances

[X] There is no evidence that hazardous substances were stored, released, or disposed of on the property in excess of the 40 CFR Part 373 reportable quantities, nor petroleum products. Go to question 4.

[ ] Hazardous substances were stored for one year or more and released or disposed of on the property in excess of reportable quantities specified in 40 CFR Part 373.

4. Is there a Care and Custody plan?
[X] No
[ ] Yes, discuss the:
- Responsible agency for custody and accountability
- Security measures necessary to prevent degradation
- Source of funds
- Estimated cost to implement plan which separately identifies any cost for any family housing area

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5. Environmental Remediation Agreements
Are there environmental orders/agreements applicable to the property?

[X] No, there are no environmental remediation orders or agreements applicable to the property being outgranted or to improvements being transferred.

[ ] Yes [Identify any environmental agreements or orders, e.g., Federal Facility Agreements, RCRA corrective action orders, etc.]

All remediation activities on the property, required by such agreement or order, are completed or in place and operating properly and successfully?

[ ] Yes [ ] No, explain

6. Does the property have PCB containing equipment is located on the property: _____

[X] No

[ ] Yes, list type and location of equipment:

This equipment is operational, properly labeled in accordance with federal and state regulations, and has been determined **not** to be leaking.

[ ] Yes [ ] No, explain.

7. CLEAN AIR ACT (Federal Conformity Requirements):

[X] This action does not require a written conformity determination in accordance with EPA's rule because:

[X] The installation is in an attainment area. NOTE: The EA or EIS must contain a statement that the action conforms to the applicable State or Federal Implementation Plan, if any, with adequate supporting analysis. **St. Charles Parish is currently in attainment of all NAAQS, and is operating under attainment status.**

[ ] The installation is in a non-attainment or maintenance area and the action falls within an exemption in the rule. Attach a Record of Non-Applicability (RONA) in accordance with Army Guidance. Explain

[ ] This action is not exempt from the conformity regulation. Attach conformity determination. Describe the mitigation requirements or other restrictions, if any, which must be incorporated in the outgrant documents.

8. COASTAL ZONE MANAGEMENT (CZM) (if applicable):

[ ] CZM is not applicable.

[X] CZM is applicable and the proposed outgrant is/will be consistent with the approved state CZM Plan. State any restriction that may need to be in the outgrant document. Describe any commitments or agreements made under a CZM. Identify state CZM compliance certifications, if applicable. **A Coastal Use Permit was not included by the applicant. Applicant is responsible for obtaining and complying with all requirements set forth under a Coastal Use Permit.**

9. CLEAN WATER ACT (Section 401 - State Water Quality Certification)
If applicable, reference or attach State Certificate. Describe any restrictions on use, if any, which will be imposed on the Grantee. **A Section 401 State Water Quality Certificate was not included by the applicant. Applicant is responsible for obtaining and complying with all requirements set forth under a Section 401 State Water Quality Certificate.**

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10. CLEAN WATER ACT (FEDERAL WATER POLLUTION CONTROL ACT Section 402 – National Pollutant Discharge Elimination System (NPDES) Permit or State equivalent from the EPA/appropriate state agency:

[ ] This outgrant action will not involve discharge of any pollutants into the waters of the United States.

[X] This action will entail the discharge of pollutants into the waters of the United States. Explain.
Is there a NPDES permit?
[ ] Yes [X] No, explain. **Applicant will be responsible for obtaining and complying with all requirements set forth under a Section 402 NPDES permit.**

11. CLEAN WATER ACT (Section 404(b)(1) - Fill Permit)
[ ] This action will not involve the discharge of any fill into the waters of the United States including wetlands.

[X] This action will entail the discharge of fill into the waters of the United States, including wetlands. A Section 404(b)(1) Evaluation & Permit, and a Section 401 State Water Quality Certification are required. List any restrictions that must be incorporated in the outgrant document: **Applicant will be responsible for obtaining and complying with all requirements set forth under a Section 404 Clean Water Act permit.**

12. WETLANDS CONSERVATIONS

[ ] This property is not located within a wetlands area and, therefore, does not fall under the purview of Executive Order 11990 and no restriction are required in the outgrant documents.

[X] This property is located within a wetlands area and does fall under the purview of Executive Order 11990, accordingly, the following restrictions must be incorporated in the outgrant document: **Applicant will be responsible for obtaining and complying with all requirements set forth under a Section 404 Clean Water Act permit.**

13. HIGHLY ERODIBLE LAND (HEL) AND WETLANDS CONSERVATION (WC).

a. Has the Natural Resources Conservation Service (NRCS) issued a Highly Erodible Land or WC determination for the subject real property?
[X] No [ ] Yes, provide summary of NRCS's findings and attach a copy of any determinations/delineations. List any restrictions or notices required to be incorporated into the outgrant documents.

b. Are there soil and water conservation structures or other conservation systems to reduce soil erosion or substantial improve soil conditions on a field or group of fields containing highly erodible cropland on the premises?
[X] No [ ] Yes, provide description and location. List any restrictions or notices required to be incorporated into the outgrant documents.

14. PRIME OR UNIQUE FARMLANDS (FARMLAND PROTECTION POLICY ACT (FPPA), 7 USC 4201)
[X] The proposed real estate action **is not** a Federal project or activity as defined in the FPPA. No further FPPA inquiry is required.

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[ ] The proposed real estate action is a Federal project or activity as defined in the FPPA, and **may** convert prime, unique, or important farmland to nonagricultural uses; further:

[ ] Natural Resources Conservation Service (NRCS) has evaluated and assessed the site and determined: _____ (include summary of NRCS findings, LESA farmland conversion impact rating score, and other pertinent data). Explain any impact on the outgrant action.

[ ] It has been determined that the proposed project and farmland conversion is consistent with the FPPA and DA internal policies. Explain any impact on the outgrant action.

[ ] It has been determined that the proposed project and farmland conversion is not consistent with the FPPA and DA internal policies. Explain any impact on the outgrant action.

15. FLOODPLAIN:

[ ] Per a Department of Housing and Urban Development (HUD) floodplain map or a more detailed map of an area, if available, or best available data if no such map is available, this property is not located within the 100 year floodplain and does not fall under the purview of Executive Order 11988.

[**X**] This property is located within the 100 year floodplain and does fall under the purview of Executive Order 11988:

a. The outgrant documents should contain the following restrictions on use under identified Federal, State or local floodplain regulations:

b. It is recommended that these additional restrictions on use be included in the outgrant documents: **None**

[ ] This property is located within the 100 year floodplain and does fall under the purview of Executive Order 11988, however, outgrant will be to a Federal agency and no restrictions on use are required:

16. ENDANGERED SPECIES:

[**X**] This action will not jeopardize any threatened or endangered species of fish, wildlife, or plants or destroy or adversely modify designated critical habitat pursuant to the Endangered Species Act.

[ ] This action **may** jeopardize threatened or endangered species of fish, wildlife, and/or plants or destroy or adversely modify designated critical habitat as identified on an attached map. Show status of the section 7 consultations with FWS/NMFS, including copies of any correspondence. List restrictions that must be incorporated in the outgrant document to protect the habitat or species.

[ ] This action **will** jeopardize threatened or endangered species of fish, wildlife, and/or plants or destroy or adversely modify designated critical habitat as identified on an attached map. Attach biological opinions, conference opinions or Early Alerts from FWS/NMFS, including copies of any correspondence and reasonable and prudent alternatives. List restrictions that must be incorporated in the outgrant document to protect the habitat or species.

17. FISH AND WILDLIFE COORDINATION ACT:

[ ] This property was acquired under the FWCA for fish and wildlife purposes, is covered by Congressionally authorized fish and wildlife mitigation restrictions, is covered by a General Plan, or Army agreed to recommendations in Fish and Wildlife reports prepared under the provisions of the FWCA.

[ ] No [ ] Yes, can this property be utilized for wildlife conservation by the state agency exercising administration over wildlife resources upon that property?

[ ] No

[ ] Yes, transfer to this state agency for this purpose is recommended under authority of 16 USC § 667 or if it has value to the migratory bird program, to the Secretary of Interior under § 667b.

[ ] Yes, but transfer to this state agency for this purpose is not recommended. If so, explain.

[X] This property is not covered by the FWCA.

18. FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT.

Will the proposed outgrant involve the use of insecticide, fungicide, and rodenticide so that compliance with the Federal Insecticide, Fungicide, and Rodenticide Act is necessary, e.g. Agricultural, golf courses, restaurants?

[X] No [ ] Yes, explain requirements for the outgrant action

19. WILD AND SCENIC RIVERS ACT.

Will the proposed outgrant impact an area designated under the Wild and Scenic Rivers Act?

[X] No [ ] Yes, explain

20. ASBESTOS

Is there Asbestos Containing Material (ACM) in the buildings?

[X] No, there is no evidence that buildings or structures with ACM are located on the property: **Based upon results of PAS of internal agency records, which did not indicate any material being present.**

[ ] Yes, this is covered in the environmental assessments with appropriate provisions set out. See _____ for additional information. Generally, describe condition, type, and any pre-outgrant recommendations:

[ ] The ACM does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated.

[ ] Any remaining friable asbestos that has not been removed or encapsulated will not present an unacceptable risk to human health because _____. The outgrant will include an asbestos warning and covenant

21. LEAD BASED PAINT

Are any buildings known or presumed to contain Lead Based Paint (LBP)?

[X] No, none known and/or based on the age of the buildings (constructed after 1978), no buildings on the property are presumed to contain lead-based paint. **Based upon results of PAS of internal agency records, which did not indicate any material being present.**

[ ] Yes, this is covered in the environmental assessments and in the Finding of Suitability with appropriate provisions set out. See _____ for additional information. Generally, describe condition, type, and any pre-outgrant recommendations:

[ ] The property was not used for residential purposes and the transferee does not intend to use the property for residential purposes in the future.

[ ] The property was used for residential purposes and the transferee intends to use the property for residential purposes in the future. The outgrant will include a lead-based paint warning and covenants.

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22. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

[X] Based on a review of existing records and available information, none of the buildings or surrounding land proposed for outgrant are known or suspected to contain Munitions and Explosives of Concern (MEC). Go to next Question.

[ ] The property includes a site that was previously used for _____ that could result in MEC being known or suspected to be present.

[ ] A Munitions Response was conducted on (date) and _____

[ ] Coordination with HQDA, DACS-SF and DAMO-SWS is attached. Reference AR 385-64, "US Army Explosives Safety Program."

[ ] The _____ concluded _____ A copy of the ___ is available for review at _____.

[ ] The property has been remediated using the most appropriate technology consistent with the proposed outgrant of the property.

[ ] Outgrant is to a non-Federal entity and due to the potential that MEC could remain below the clearance level, the outgrant will include a MEC Notice.

[ ] Outgrant is to another Federal agency for compatible use of surface de-contaminated real property, subject to the following limitations, restrictions and prohibitions concerning the use of the property, to ensure personnel and environmental protection:____.

[ ] Access rights should be reserved to implement any monitoring plan.

23. WASTE DISPOSAL (The Solid Waste Recovery Act, as amended; Resource Conservation and Recovery Act (RCRA)).

a. Waste treatment facilities, landfills, or other waste disposal sites:

[X] are not located on the site. **Based upon results of PAS of internal agency records, which did not indicate any material being present.**

[ ] are located on the site. Identify sites and attach a map showing location. Describe operating status of site. Do they have appropriate RCRA permits? Explain

b. Treatment, disposal or storage of waste defined by EPA as having the following characteristics - corrosivity, ignitability, reactivity, or toxicity

[X] were not located on the site. **Based upon results of PAS of internal agency records, which did not indicate any material being present.**

[ ] were located on the site. Identify sites. Are closed sites noted on the site map?

24. UNDERGROUND AND ABOVE-GROUND STORAGE TANKS (UST/AST)

a. Current UST/AST Sites –

[X] There are no UST/AST on the property.

[ ] There are __ underground and/or __ above-ground petroleum storage tanks (UST/AST) on the property:

1. Petroleum Product Releases.

The environmental site assessment covers petroleum product releases, if any, which occurred at the sites:

[ ] Yes* [ ] No, explain.

2. Current compliance of the sites:

[ ] The UST on the property are in compliance with current laws and regulations: [ ] Yes [ ] No.

[ ] The AST for fuel or other regulated substances on the property are in compliance with current laws and regulations: [ ] Yes [ ] No.

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b. Former UST/AST Sites –

[**X**] There were no UST/AST on the property.

[ ] There were __ underground and/or __ above-ground petroleum storage tanks (UST/AST) on the property that have been removed or closed in place:

1. The environmental site assessment covers petroleum product releases, if any, which occurred at the sites:
   [ ] Yes* [ ] No, explain.

2. Maps showing the location of any UST closed in place are available, as required by law.
   [ ] Yes. Either attach or explain where they are located.
   [ ] No, explain.

25. NON-UST/AST STORAGE, RELEASE, OR OUTGRANT OF PETROLEUM PRODUCTS

[ ] There was non-UST/AST storage of petroleum products in excess of 55 gallons for one year or more on the property.

1. The environmental site assessment discusses the type of petroleum activities:
   [ ] There was no evidence of petroleum releases in excess of 55 gallons as a result of these activities.
   [ ] Petroleum product release or disposal in excess of 55 gallons occurred at the following buildings or areas, the environmental site assessment discusses in detail.

[**X**] There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the property.

26. Will the proposed outgrant activity require compliance with the Toxic Substances Control Act (15 USC, Chapter 53); or other special purpose environmental laws?

[ ] Yes, explain?
[**X**] No, explain: **Not applicable**

27. Are there any other conditions that exist on the property that should be considered in the decision to dispose? **Not applicable**

28. ADDITIONAL COMMENTS:
None

29. RECOMENDATION:

[**X**] I recommend that the proposed real estate outgrant be approved and that the action proceed.

[ ] I do not recommend that the proposed real estate outgrant be approved and recommend that no further review and processing be done.

9-14-15
Date

Joan M Exnicios
JOAN M. EXNICIOS
Chief, Environmental Planning Branch

STATEMENT OF FINDINGS
Proposed Lease Renewal No. DACW29-1-15-39
St. Charles Parish Public Park and Recreational Area
Bonnet Carré Spillway Project
St. Charles Parish, Louisiana

In accordance with ER 405-1-12, the environmental requirements for any real estate outgrant include compliance with the National Environmental Policy Act (NEPA), other environmental laws not subsumed in NEPA, and the Comprehensive Environmental Response, Compensation, and Liability Act.

In the case of a real property transaction, as defined under ER 405-1-12, where a categorical exclusion, as defined by ER 200-2-2, applies, the vehicle for environmental compliance is a Record of Environmental Consideration (REC). The REC documents NEPA compliance and is supported by the preparation of a Report of Availability addressing other environmental laws with Preliminary Assessment Screening documenting complete internal agency records search of the known history of the property with regard to the storage, release or disposal of any hazardous substances in compliance with the Comprehensive Environmental Response, Compensation and Liability Act.

A database search was conducted for records of HTRW within and adjacent to the proposed project area, including contaminants, spills, and National Priority List (Superfund) sites. The conclusion of this environmental review is that there are no specific or unusual environmental concerns. There is no evidence indicating hazardous substances were stored, released or disposed of on this property. We have no objections or adverse comments to the proposed permit.

for Richard E. Boe, Chief
Coastal Environmental Compliance Section

14 Sept. 15
Date

Joan M. Exnicios, Chief
Environmental Planning Branch

14 Sept 15
Date

CEMVN-PDR-NCR 8 August 2015

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Records Search for HTRW Concerns Pertaining to Proposed Lease No. DACW29-1-15-39 for a lease for St. Charles Parish Department to continue to operate and maintain a public park and recreational area within Bonnet Carre Spillway Project, St. Charles Parish, Louisiana

1. Reference the enclosed map showing the approximate location of Proposed Lease No. DACW29-1-15-39. St. Charles Parish Department would be granted a lease for the operation and maintenance of a public park and recreation area within Bonnet Carre Spillway. The lease is located in Tract Nos. 121 and 122A, Section 6 and 21, Township 12 South, Range 8 East, St. Charles Parish, Louisiana.

2. The ER 405-1-12, Chapter 8, Section VI requires the completion and execution of Part C of the Report of Availability, including EBS/PAS documentation of internal agency records search, prior to issuance or termination of a real estate instrument on fee-owned land. As part of the EBS/PAS, we are enclosing a Preliminary Assessment Screening certificate to be completed by your office. It will require a review of office records for pertinent information regarding the presence of any hazardous substances on this land and the signatures of the person who performed the records search and their Division or Office Chief.

3. **Please return the completed certificate to Debbie Wright in CEMVN-PDR-NCR by 30 June 2015.**

4. The POC in this office is Debbie Wright, ext. 1732, Room 163.

Encls

Sandra Stiles
for Joan M. Exnicios
Chief, Environmental Planning Branch

DISTRIBUTION:
Chief, Construction Division
Chief, Engineering Division
Chief, Logistics Management Office
Chief, Operations Division
Chief, Real Estate Division
Chief, Safety Office

DACW29-1-15-39 Location of proposed lease for public park and recreation area within Bonnet Carre Spillway Project

PRELIMINARY ASSESSMENT SCREENING

CERTIFICATION OF RECORDS SEARCH

REAL ESTATE DIVISION

1. **Location:**

   a. Project Name: Bonnie Carre Spillway

   b. Tract No.: 120, 121, 122, 122A, 123, 124, and 125

   c. Brief Description: Renewal of Parks and Recreation Lease to St. Charles Parish.

2. **Records Search:** A comprehensive search of all Real Estate agency records was conducted on 11 August 2015. The records search included a review of the following documents:

   [ ] Real Estate Appraisal Report dated _____

   [x] Real Estate Audit Report dated No Specific Date

   [ ] Real Estate Compliance Inspection Report dated _____

   [x] Real Estate Utilization Inspection Report dated 14 November 2014

   [x] Other documents as follows: Real Property Inventory Inspection (14 November 2014)

3. **Summary of Findings:**

   [x] Based on a review of the records identified above, there is no evidence indicating hazardous substances were stored, released, or disposed of on this property.

   [ ] Based on a review of the records identified above, there is evidence that hazardous substances have been/may have been stored, released, or disposed of on this property. A copy of the pertinent record(s) is/are attached.

4. **Signature and Approval:**

(Person reviewing records) — 11 August 2015 (Date)

Janet R. Crippi — (Person approving records review) — 11 Aug 15 (Date)

LMN Form 405-2-R-E
Feb 97

(Proponent: CELMN-RE)

PRELIMINARY ASSESSMENT SCREENING
CERTIFICATION OF RECORDS SEARCH

A. [ ] Construction Division

B. [ ] Engineering Division

C. [ ] Logistics Management Office

D. [ ] Operations Division

E. [ ] Planning Division

F. [ ] Safety, Security & Occupational Health Office

G. [x] Other Real Estate

1. Location:

a. Project Name: Bonnie Carre Spillway

b. Tract No.: 120, 121, 122, 122A, 123, 124, and 125

c. Brief Description: Renewal of Parks and Recreation Lease to St. Charles Parish.

2. Records Search:

[ ] There are no Division/Office records applicable to this action.

[x] A Comprehensive search of all Division/Office records was conducted on 11 August 2015. The records search included a review of the following documents:

3. Summary of Findings:

[x] Based on a review of the records identified above, there is no evidence indicating hazardous substances were stored, released, or disposed of on this property.

[ ] Based on a review of the records identified above, there is evidence that hazardous substances have been/may been stored, released, or disposed of on this property. A copy of the pertinent record(s) is/are attached.

4. Signature and Approval:

(Person reviewing records) — 11 August 2015 (Date)

Janet R. Cruppi (Person approving records review) — 11 Aug 15 (Date)

LMN Form 405-1-R-E
Feb 97

(Proponenet: CELMN-RE)