



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

September 26, 2017

In reply refer to: FOIA #BPA-2017-00501-F

Mr. Jim Lee
Rotschy, Inc.
9210 NE 62nd Ave.
Vancouver, WA 98665
Jim.lee@rotschyinc.com

Mr. Lee:

This is a final response to your request for Bonneville Power Administration (BPA) records under the Freedom of Information Act, 5 U.S.C. § 552. Your request was received in our office on January 19, 2017. We previously provided a set of responsive records to you on or about July 7, 2017.

You requested

“...information regarding the easements and right-of-way’s that BPA has for their transmission lines in Clark County Washington...specifically... [a] map of all the transmission lines in Clark County Washington; a list of what properties along these transmission lines that are fee ownership in Clark County Washington; a list of the fee properties along these transmission lines that are fee ownership that BPA currently has a lease agreement in Clark County Washington; a copy of the current lease agreements along these transmission lines that are fee ownership in Clark County Washington.”

Response

The records already produced included 57 pages of contracts from BPA’s offices of Real Property Services and Transmission Account Services and excluded 11 pages of responsive records that required additional processing under 5 U.S.C. § 552(b)(4). Further processing is concluded, and we are releasing the outstanding records in full with the exception of minimal redactions under 5 U.S.C. § 552(b)(6) (Exemption 6) to protect personal privacy.

The Freedom of Information Act generally requires the release of all government records upon request. However, FOIA permits withholding certain, limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)).

Explanation of Exemption 6

Exemption 6 protects information in “personnel and medical files and similar files” when the disclosure of such information “would constitute a clearly unwarranted invasion of personal privacy” (5 U.S.C. § 552(b)(6)). Exemption 6 requires balancing the public interest in the information against the individual privacy interest at issue. Here, we assert this exemption to redact individuals’ names, personal addresses, and signatures. We find that the limited public interest does not outweigh the privacy concerns of the individuals. Information that falls under Exemption 6 cannot be discretionarily released; the right of privacy belongs to the individual, not to the agency. Therefore, we did not analyze this information under the discretionary release guidelines in Attorney General Holder’s March 19, 2009, FOIA Memorandum.

Privacy Act

Certain records about individuals are protected by the Privacy Act (5 U.S.C. § 552a). Privacy Act Systems of Records are groups of records under agency control “from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular” (5 U.S.C. § 552a(d)(5)). Privacy Act System of Records DOE-24, *Land Records System*, includes information about individuals “from whom or to whom . . . [the] Bonneville Power Administration [has] acquired or given interests in land,” as well as “description[s] of land tract, type of agreement, [and] rights granted or received.” The responsive records include leases with individuals, and these leases are Privacy Act records.

Privacy Act records can be disclosed if required by the Freedom of Information Act (5 U.S.C. § 552a(b)(2)). As explained above, these Privacy Act records are being disclosed as required by FOIA.

Certification

Your FOIA request BPA-2017-00501-F is now closed with all available and responsive agency records provided. Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records release and exemption determinations described above.

Fee

There are no FOIA fees applicable to the fulfillment of your request for BPA records.

Appeal

This decision, as well as the adequacy of the search, may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals,
HG-1, L’Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal to OHA.filings@hq.doe.gov, including the phrase “Freedom of Information Appeal” in the subject line. The appeal must contain all of the

elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either: 1) in the district where you reside; 2) where you have your principal place of business; 3) where DOE's records are situated; or 4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Sarah Westenberg, at the address on this letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770; Toll-free: 1-877-684-6448; Fax: 202-741-5769

If you have questions about this communication, you may contact Anita H. Guidoux, ACS Professionals, assigned to the BPA FOIA office, at ahguidoux@bpa.gov and 503-230-4704.

Sincerely,



C. M. Frost
Freedom of Information/Privacy Act Officer

Enclosure: Responsive documents

LEASE OF ABC PARKING LOT AT ROSS COMPLEX

The UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration (hereafter called "BPA"), leases to:

C-TRAN, Clark County Public Transportation Benefit Area
(hereinafter called "Lessee")

the following described property for use as a public parking facility or "Park and Ride", and for pick-up and drop-off of Lessee's passengers, beginning October 1, 2013.

The facility (ABC Lot) is located at the intersection of NE 15th Avenue and Ross Street, at BPA's Ross complex located at 5411 NE Highway 99, Vancouver, Washington, 98663. A map of the lot and the Ross complex vicinity is attached as Exhibit A.

This lease is a temporary extension of Lessee's occupancy of the Park and Ride property and granted subject to the following conditions:

- 1) To have and to hold through January 11, 2015, subject to termination as provided in item 2 herein.
- 2) BPA or Lessee may terminate lease upon forty-eight (48) hours written notice. Said notice shall be computed commencing with the day after date of mailing, and shall be sent by either certified or registered mail.

Contact for BPA:

Realty Specialist
Real Estate Field Services
PO Box 491 – TERR-LMT
Vancouver, WA 98666-0491

Contact for Lessee:

Special Projects Manager
C-TRAN
PO Box 2429
Vancouver, WA 98668-2529

- 3) Lessee's normal use of the premises shall be Monday through Friday. In the event Lessee requires the use of the premises on weekends, the parties shall mutually agree on the terms and conditions of such use.
- 4) The fair market value of this agreement is \$15/space/month, with 390 spaces a total of \$5,850 per month. This amount is to establish value only and will not be charged to Lessee for reimbursement.
- 5) Storage of flammable materials or refueling of vehicles/equipment is prohibited on the premises.

6) Lessee shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state, or Federal laws or regulations applicable to the facility. Lessee shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. Lessee shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by Lessee. Violation of such requirements by Lessee shall make this agreement void at the election of BPA.

OE
12/11/14
(b) (6)
~~7) Lessee shall paint spaces and be responsible for all repairs, to the premises made necessary by Lessee's use of the premises, commencing with the effective date of this lease. Ten (10) spaces in the northwestern most end of the "C" portion of the lot will be reserved. These spaces will be for people utilizing the Ellen Davis Wilderness Trail, and Lessee should paint these a different color and provide signage to clarify that they are not part of the Park and Ride facility.~~ (b) (6) *12/16/14*

8) In addition to the other agreements contained in this lease, Lessee covenants and agrees that Lessee will:

- a. Use and occupy the premises in a reasonable manner and negotiate for a replacement lease within the term of this agreement.
- b. Use and occupy the premises in a reasonable manner.
- c. Not commit any waste on the premises. Provide refuse receptacles, and arrange for refuse removal. Provide security, parking signage and directional signage. Lessee may also install a passenger waiting shelter.
- d. Not use or occupy the premises for any unlawful purpose.
- e. Not assign this lease or sublet the premises or any part thereof without the written consent of BPA.
- f. Not use or occupy the premises, or permit the same to be used or occupied for any purpose other than the intended use.
- g. Make no alterations in or to the premises other than is indicated in this lease agreement, without the written consent of BPA.

- h. Lessee shall pay to the proper authority, when and as the same become due and payable, all assessments and similar charges, which, at any time during the term of this lease, may be taxed, assessed, or imposed upon or against the Lessee with respect to or upon the leased premises.
- 9) Lessee should take adequate precautions, by insurance or otherwise, for protection from loss, damage, injury, and liability to others therefore, which may result from Lessee's use of the premises. It is understood that any damage to BPA's property caused by or resulting from the Lessee's use of the premises may be replaced by BPA, at its option, and the actual cost of such repair or replacement shall be charged to and paid by the Lessee.
- 10) Lessee shall leave the premises at the expiration or prior termination of this lease in as good condition as received, excepting reasonable wear and tear. Damages other than reasonable wear and tear may be repaired by BPA, and actual cost of such repair shall be charged against and paid by Lessee.
- 11) This property is a portion of BPA's Ross complex and as such may be subject as an attractive nuisance as public roads; Ross Street and 15th Avenue bound it. It may be advisable to post "no trespassing" signs, hire a security firm to patrol, or put up a cable and post gate to discourage unwanted entry. (If desired, you may wish to contact RAM Security, which currently provides security services to the Ross Complex, to discuss retention of their services.)

You may direct any communication to this office, Bonneville Power Administration, Real Estate Field Services, (TERR-LMT), PO Box 491, Vancouver, WA 98666-0491, or by telephoning Dawneen Dostert at 360-418-2586, or by email at dmdostert@bpa.gov. Specific on-site issues may be coordinated with Pete Emerson, Supervisory Facility Operations Specialist, at 360-418-2728.

THIS LEASE IS HEREBY AUTHORIZED

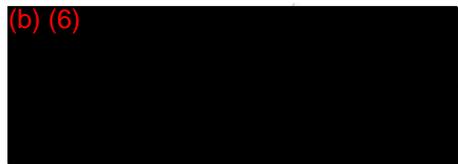
(b) (6)



Dawneen Dostert
Realty Specialist Real Estate Field Services
Bonneville Power Administration

AGREED TO BY C-TRAN

(b) (6)



Executive Director/CEO
C-TRAN

BONNEVILLE POWER ADMINISTRATION
REAL PROPERTY LEASE

1. PARTIES.

The parties to this Real Property Lease of the Plant Services Building Z-671 at Ross Complex (“Lease”) are the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION (“BPA”) and PACIFIC NW FEDERAL CREDIT UNION (“Lessee”).

2. LEASED PREMISES.

BPA, for and in consideration of the terms and conditions contained in herein, does hereby lease to Lessee the following property (“Leased Premises”):

The NE¼NW¼ of Section 14, Township 2 North, Range 1 East, Clark County, Washington, Willamette Meridian, and more particularly located in the BPA Plant Services Building at the intersection of NE 18th Avenue and Ross Street, at BPA’s Ross complex located at 5411 NE Highway 99, Vancouver, Washington, 98663, and as shown on the attached map marked Exhibit A and the Ross Complex Vicinity Photomap.

3. PURPOSE.

a. Lessee may operate and maintain a branch office of the Pacific NW Federal Credit Union for the benefit of BPA employees, retirees and family members on the Leased Premises.

b. Normal use of the Leased Premises shall be Monday through Friday. In the event Lessee requires use of the Leased Premises on weekends, the parties shall mutually agree on the terms and conditions of such use.

4. TERM OF LEASE.

a. Lessee, subject to compliance with the terms and conditions this Lease, and subject to termination as provided in Section 4.b., Section 10 or Section 11, shall have and hold the Leased Premises for the purposes stated herein for a period of five (5) years.

b. BPA or Lessee may terminate this Lease upon ninety (90) days written notice. Said notice shall be computed commencing the day after the date of mailing, and shall be sent by either certified or registered mail.

c. Any subsequent lease shall be negotiated and agreed to at least ninety (90) days prior to the expiration of this Lease.

5. RENT.

For the term of this Lease, rent shall be zero (\$0.00).

6. RESERVATIONS & RESTRICTIONS.

a. BPA shall have the right at all reasonable times to enter the Leased Premises.

b. Lessee shall not make alterations to the Leased Premises without the written consent of BPA.

c. Lessee shall bear all costs of installation, repair, modification and maintenance to the Leased Premises made necessary by Lessee's use of the Leased Premises.

d. Lessee shall pay for all water, gas, heat, light, power, telephone service, and any other service supplied to the Leased Premises.

e. Lessee's use of the Leased Premises shall not interfere with BPA's use, operation and maintenance of the Ross Complex.

7. COMPLIANCE WITH LAW.

Lessee shall comply with all applicable Federal, State and local statutes, ordinances, rules and regulations in its use of the Leased Premises. Further, Lessee shall be responsible for the payment of any fines or penalties charged against the Leased Premises as a result of Lessee's action in not complying with any laws or regulations affecting the Leased Premises.

8. TAXES, LIENS, ASSESSMENTS, CHARGES.

Lessee shall pay to the proper authority, when and as the same become due and payable, all assessments and similar charges, which, at any time during the term of this Lease, may be taxed, assessed, or imposed upon or against the Lessee with respect to or upon the Leased Premises.

9. PREVENTION OF WASTE & ENVIRONMENTAL DAMAGE.

a. Lessee shall exercise reasonable diligence in its operation on and from the Leased Premises and shall carry on all operations hereunder in a good and workmanlike manner, having due regard for public safety and the prevention of waste.

b. Lessee shall be responsible for and comply with all procedural and substantive environmental requirements imposed by Federal, State and local laws or regulations applicable to the Lessee. Lessee shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental

impacts of its actions. Lessee shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by Lessee.

10. ASSIGNMENT OR SUBLEASE.

Lessee shall not assign this Lease, or any interest therein, nor sublet the Leased Premises or any portion thereof, nor otherwise convey any right to use of the Leased Premises without the prior written consent of BPA. Any such transfer or assignment, subletting or attempted subletting, without such consent, shall be absolutely null and void and shall, at the option of BPA, terminate all rights of Lessee under or by virtue of this Lease.

11. DEFAULT.

Failure of Lessee to comply with any term or condition or to fulfill any obligation of this Lease within one hundred eighty (180) days, or other period specified in writing by BPA, after written notice by BPA specifying the nature of the violation with reasonable particularity, shall constitute a default. In the event of a default, this Lease may be terminated at the option of BPA.

12. BPA'S RIGHT TO CURE DEFAULT.

If Lessee fails to perform any obligation under this Lease, BPA shall have the option to do so after sixty (60) days written notice to Lessee. All of BPA's expenditures to correct the default shall be reimbursed by Lessee on demand, with interest at the rate specified by the U.S. Treasury from the date of expenditure by BPA until paid.

13. INDEMNIFICATION & INSURANCE.

a. Lessee agrees to indemnify and hold BPA harmless from and against any loss, damage or liability occasioned by or arising out of any default hereunder or any tortuous act of Lessee or Lessee's agents or employees.

b. Lessee shall take adequate precautions, whether by insurance or otherwise, for protection from loss, damage, injury and liability to others, which may result from Lessee's use of the Leased Premises.

c. Any damage to BPA's property caused by or resulting from Lessee's use of the Leased Premises may be replaced by BPA, at its option, and the cost of such repair or replacement shall be charged to and paid by Lessee.

14. CONDITION OF LEASED PREMISES UPON EXPIRATION OR TERMINATION.

Lessee shall leave the Leased Premises at the expiration or prior termination of this Lease, or any renewal or extension thereof, in the condition as received, excepting reasonable wear and tear. Damages other than reasonable wear and tear may be repaired by BPA, and the cost of such repair shall be charged against and paid by Lessee.

15. MODIFICATION.

This Lease may be changed, altered or amended only by mutual written consent of the parties.

16. EFFECT OF WAIVER.

Failure of BPA to demand rigid adherence to any of the terms of this Lease on any occasion shall not be construed as a waiver of any of the terms of this Lease and such conduct shall not deprive BPA of the right thereafter to insist on strict compliance with any of the terms of this Lease.

17. NOTICES & ON-SITE ISSUES.

a. Lessee may direct any communication regarding this Lease to the contact information provided below, or by contacting Dawneen Dostert, Realty Specialist, by email at dmdostert@bpa.gov or by phone at 360-418-2586.

Contact for BPA:
Realty Specialist
Real Estate Field Services
PO Box 491 – TERR-LMT
Vancouver, WA 98666-0491

Contact for Lessee:
(b) (6)
Pacific NW Federal Credit Union
5411 NE Highway 99
Vancouver, WA 98663

b. Lessee is to coordinate all on-site issues with the Ross Facilities Department at 360-418-2070.

18. EXHIBITS.

All exhibits hereto are expressly incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF the parties have executed this Lease.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

(b) (6) [REDACTED] DIT UNION

(b) (6) [REDACTED]

(b) (6) [REDACTED]

Authorized Signature

Authorized Signature

1/8/15

12/24/14

Date

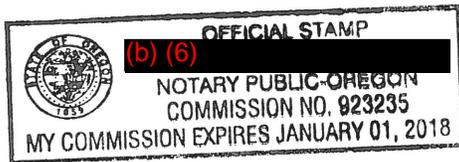
Date

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

PERSONAL ACKNOWLEDGMENT

State of Oregon)
County Multnomah) ss

On this 24th day of December, 20 14, before me personally appeared
(b) (6), known to me, or proved to me on the basis of satisfactory
evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to me that
he/she executed the same as his/her voluntary act and deed for the uses and purposes therein mentioned.



(SEAL)

(b) (6)

Notary Signature
(b) (6)

Notary Printed Name

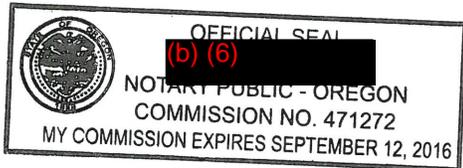
Notary Public in and for the
State of Oregon
Residing at Portland, OR Multnomah County
My commission expires January 1st, 2018

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Oregon)
County Molokai) ss.

On this 8th day of January, 2015, before me personally appeared Doreen DeStef, known to me, or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Realty Specialist, Bonneville Power Administration acknowledged to me that he executed the same freely and voluntarily in such capacity; and on oath stated that he was authorized to execute said instrument in such official or representative capacity.



(SEAL)

(b) (6)

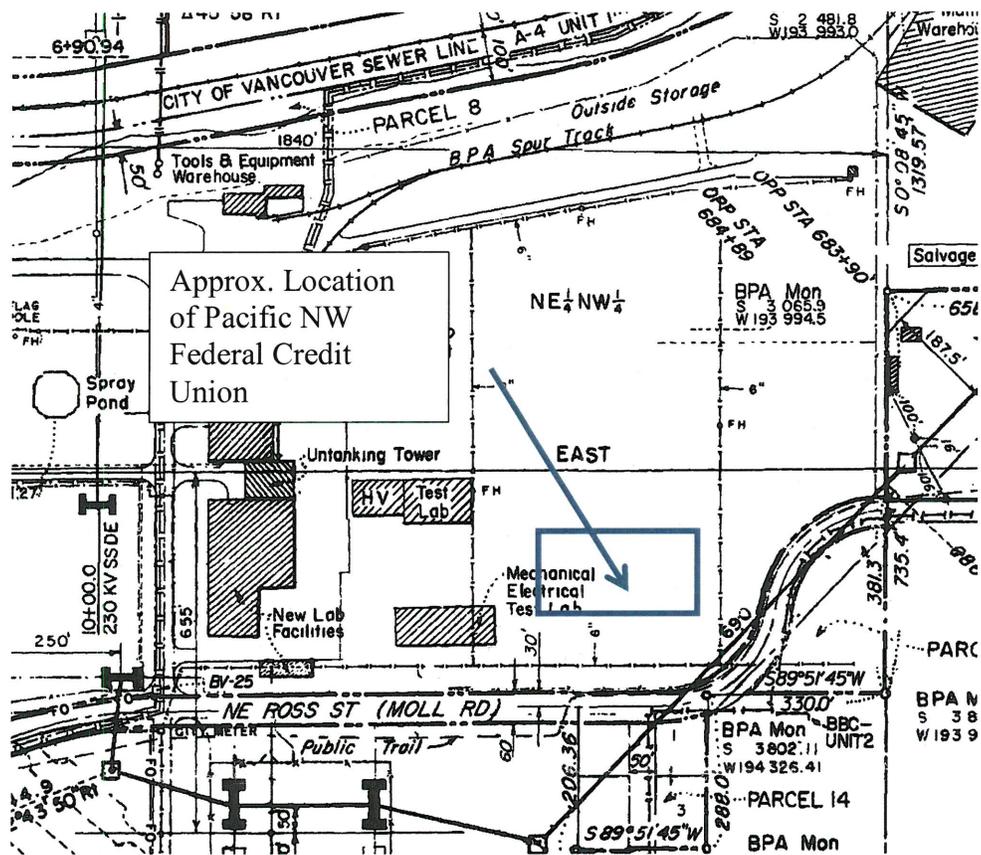
Notary Printed Name

Notary Public in and for the

State of Oregon

Residing at Wahaweh WA

My commission expires 9/12/2016



Approx. Location
of Pacific NW
Federal Credit
Union

ORIGINAL ACQU
ON DWG SER 6:



SCALE 1" = 200'



EXHIBIT A
Pacific NW Federal Credit Union
CASE NO. 20140544
TRACT NO. B-V-37-A-213
NE 1/4 NW 1/4 S. 14, T. 2 N., R. 1 E., W.M.
CLARK COUNTY, WA
PORTION OF BPA DRAWING 25065

OFFICIAL USE ONLY
MAY BE EXEMPT FROM PUBLIC RELEASE
UNDER THE FREEDOM OF INFORMATION ACT
(5 USC, 552) EXEMPTION 2
CIRCUMVENTION OF STATUTE
DO NOT DUPLICATE-DISTRIBUTE-PUBLISH
OR SHARE UNLESS AUTHORIZED BY BPA



CASE NO. 20140544



Legend

- All Substations
- EPA Substation
- EPA Measurement ID
- Non-EPA Substation
- EPA Transmission Towers
- EPA Transmission Line (Clear)
- EPA Transmission Line (Clear Right-of-Way Corridor)
- EPA Outgrant Line
- EPA Outgrant Area
- EPA Tract Point
- Yes
- Estimated
- Other Lines (Active)
- Acquired EPA Access Road or Road
- Non-Subst. Road
- EPA Tract Area
- Yes
- Estimated
- Other Lines (Active)
- Forest Service Road
- ARMS Gas
- ARMS Bridge
- ARMS Culvert
- ARMS Pond
- ARMS Road
- PLSS (Township Range Sect. L&M Acquisition Status - EPA
- Acquisition Not Complete
- Yes
- Estimated
- Other Lines (Active)
- Inactive EPA Tract Point
- L&M Acquisition Status - EPA
- Acquisition Not Complete
- Yes
- Estimated

1:2,257

Notes

Map scale varies across map. Scale bars on printed maps are approximate and are not intended to be used for precise measurement. It is recommended that you use the measurement tools in ArcGIS Live User for more precise measurements. This map is a user generated map output from Bonneville's Enterprise GIS System and is for reference only. Data errors that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

0.1 0.1 Miles 0.1 Miles

0 0.04 0.08 0.12 Miles

Work File: \\ms\workspace\utility\shp\ Bonneville\BPA_Case