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OF ATTORNEY'S OFFICE

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DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION  
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10  
AND THE  
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AND THE  
UNITED STATES DEPARTMENT OF THE NAVY

IN THE MATTER OF: )  
 ) FEDERAL FACILITY AGREEMENT  
U.S. Department of the Navy ) UNDER CERCLA SECTION 120  
Naval Air Station (NAS) Adak )  
Naval Security Group ) Administrative Docket Number:  
Activity (NSGA) )  
Adak Island, Alaska ) 1092-08-06-120

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21 ATTACHMENT 1

22  
23 Based on the information available to the Parties on  
24 the effective date of this Federal Facility Agreement  
25 ("Agreement"), and without trial or adjudication of any issues of  
26 fact or law, the Parties agree as follows:

## I. JURISDICTION

Each Party is entering into this Agreement pursuant to the following authorities:

1.1 The United States Environmental Protection Agency ("U.S. EPA"), Region 10, enters into those portions of this Agreement that relate to the Remedial Investigation/ Feasibility Study ("RI/FS") pursuant to Section 120(e)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9620(e)(1), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L. 99-499 (hereinafter jointly referred to as "CERCLA"); Sections 3004(u) and (v), 3008(h), and 6001 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961, as amended by the Hazardous and Solid Waste Amendments of 1984 ("HSWA") (hereinafter jointly referred to as RCRA); and Executive Order 12580;

1.2 U.S. EPA, Region 10, enters into those portions of this Agreement that relate to interim remedial actions and final remedial actions pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C. § 9620(e)(2); Sections 3004(u) and (v), 3008(h), and 6001 of RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961; and Executive Order 12580;

1.3 The Navy enters into those portions of this Agreement that relate to the RI/FS pursuant to Section 120(e)(1) of CERCLA, 42 U.S.C. § 9620(e)(1); Sections 3004(u) and (v), 3008(h), and 6001 of RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928,

1 and 6961; Executive Order 12580; the National Environmental  
2 Policy Act, 42 U.S.C. § 4321, and the Defense Environmental  
3 Restoration Program ("DERP"), 10 U.S.C. § 2701 et seq.;

4           1.4       The Navy enters into those portions of this  
5 Agreement that relate to interim actions and final remedial  
6 actions pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C.  
7 § 9620(e)(2); Sections 3004(u) and (v), 3008(h), and 6001 of  
8 RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961; Executive  
9 Order 12580; and the DERP.

10           1.5       The State of Alaska, through the Department  
11 of Environmental Conservation ("ADEC"), enters into this  
12 Agreement pursuant to Sections 107, 120(e), 120(f), and 121(f) of  
13 CERCLA, 42 U.S.C. §§ 9607, 9620(e), 9620(f), and 9621(f); Alaska  
14 Statutes 46.03, 46.04, 46.08, 46.09; and 18 Alaska Administrative  
15 Code ("AAC") 60, 18 AAC 62, 18 AAC 70, 18 AAC 75, 18 AAC 78, and  
16 18 AAC 80.

## 17 18                           II. DEFINITIONS

19           2.1       The terms used in this Agreement shall have  
20 the same meaning as defined in Section 101 of CERCLA, 42 U.S.C.  
21 § 9601; the NCP, 40 CFR 300.5; and Section 1004 of RCRA,  
22 42 U.S.C. § 6903. In addition:

23                   (a) "ADEC" shall mean the State of Alaska as  
24 represented by the Department of Environmental Conservation, its  
25 employees, agents, and authorized representatives;

26                   (b) "Agreement" shall mean this document and  
27

shall include all Attachments to this document. All such Attachments shall be incorporated by reference and are an integral and enforceable part of this document;

(c) "ARAR" or "Applicable or Relevant and Appropriate Requirement" shall mean any standard, requirement, criterion, or limitation as provided in Section 121(d)(2) of CERCLA, 42 U.S.C. § 9621(d)(2), and the NCP;

(d) "Authorized representative" may include a designated contractor or any other designee;

(e) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L. 99-499;

(f) "Days" shall mean calendar days, unless otherwise specified. Any submittal that under the terms of this Agreement would be due on a Saturday, Sunday, or federal or state holiday shall be due on the following business day;

(g) "Interim Remedial Actions" or "IRAs" are discussed in the Preamble to 40 CFR 300.430(a)(1), 55 Fed. Reg. 8703-8706 (March 8, 1990), and shall mean all discrete actions implemented under remedial authority that are taken to prevent or minimize the release of hazardous substances, pollutants, or contaminants so that they do not endanger human health or the environment. Interim actions shall neither be inconsistent with nor preclude implementation of the final expected Site remedy and shall be undertaken in accordance with the NCP, 40 CFR Part 300,

as amended, and with the requirements of CERCLA;

(h) "Navy" shall mean the United States Navy and, to the extent necessary to effectuate the terms of this Agreement (including appropriations and congressional reporting requirements), its employees, agents, successors, assigns, and authorized representatives;

(i) "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR Part 300, as amended;

(j) "Operable Unit" or "OU" means a discrete action that comprises an incremental step toward comprehensively addressing Site problems. This discrete portion of a remedial response manages migration, or eliminates or mitigates a release, threat of a release, or pathway of exposure. The cleanup of a site can be divided into a number of operable units, depending on the complexity of the problems associated with the site.

Operable units may address geographical portions of a site, specific site problems, or initial phases of an action, or may consist of any set of actions performed over time or any actions that are concurrent but located in different parts of a site;

(k) "Paragraph" shall mean a numbered paragraph of this Agreement, designated by an Arabic numeral;

(l) "Part" shall mean one of the thirty-seven (37) subdivisions of this Agreement, designated by a Roman numeral;

(m) "Parties" shall mean the Navy, U.S. EPA, and

1 ADEC;

2 (n) "Preliminary Source Evaluation" and  
3 "Preliminary Source Evaluation Report" ("PSE") shall mean the  
4 process (and resulting documentation) of evaluating releases or  
5 threatened releases of hazardous substances, pollutants, or  
6 contaminants from source areas with the potential to constitute a  
7 threat to public health, welfare, or the environment. A PSE does  
8 not constitute a Preliminary Assessment or Site Inspection. A  
9 Preliminary Source Evaluation as described in Attachment 1, may  
10 consist of two phases: an existing data evaluation (PSE 1)  
11 and/or a limited field investigation (PSE 2).

12 (o) "RCRA" shall mean the Resource Conservation  
13 and Recovery Act, 42 U.S.C. § 6901 et seq., as amended by the  
14 Hazardous and Solid Waste Amendments of 1984 ("HSWA"),  
15 Pub. L. 98-616;

16 (p) "Record of Decision" or "ROD" is discussed  
17 at 40 CFR 300.430 and shall mean the document that summarizes the  
18 selection of an interim remedial action or a final remedial  
19 action, and all facts, analyses of facts, and source-specific  
20 policy determinations considered in the course of carrying out  
21 activities at the Site;

22 (q) "Remedial Investigation/Feasibility Study  
23 Management Plan" shall mean a comprehensive document describing  
24 all activities planned within the RI and the FS process to  
25 include the Work Plan, Field Sampling Plan ("FSP"), Quality  
26 Assurance Project Plan ("QAPP"), Health and Safety Plan ("HSP"),

and the Community Relations Plan ("CRP");

(r) "Scope of Work" shall mean the planning document prepared by the Navy, in consultation with U.S. EPA and ADEC, and in accordance with OSWER Directive 9835.8 that identifies the source-specific objectives and general management approach for the RI/FS process for the Site and/or operable unit(s);

(s) "Site" shall mean the physical boundaries of Naval Air Station Adak (NAS Adak) and the Naval Security Group Activity (NSGA) facilities (collectively referred to for the purposes of this Agreement as "Adak"), which occupy approximately 61,000 acres (including non-contiguous acres) on Adak Island, Alaska. The Site includes other area(s) contaminated by the migration of hazardous substances, pollutants, contaminants, or constituents from sources at Adak, as well as other contaminated areas subject to this Agreement;

(t) "U.S. EPA" shall mean the United States Environmental Protection Agency, including Region 10, its employees, agents, and authorized representatives; and

(u) "Work Plan" shall mean the RI/FS or RA Work Plan that is to be prepared in accordance with Office of Solid Waste and Emergency Response ("OSWER") Directives 9355.3-01 (October 1988) and 9355.0-4A (June 1986), and the NCP.



1 III. PURPOSE

2 3.1 The general purposes of this Agreement are

3 to:

4 (a) Ensure that the environmental impacts associated  
5 with past and present activities at the Site are thoroughly  
6 investigated and that appropriate removal and/or remedial  
7 action(s) is/are taken as necessary to protect the public health,  
8 welfare, and the environment;

9 (b) Establish a procedural framework and schedule for  
10 developing, implementing, and monitoring appropriate response  
11 actions at the Site in accordance with CERCLA, the NCP, national  
12 Superfund guidance and policy, RCRA, national RCRA guidance and  
13 policy, and applicable state law; and,

14 (c) Facilitate cooperation, exchange of information,  
15 and participation of the Parties in such actions.

16 3.2 Specifically, the purposes of this Agreement are  
17 to:

18 (a) Investigate historical information about the Site  
19 in order to identify those sources of contamination that can be  
20 addressed under this Agreement;

21 (b) Identify removal and Interim Remedial Actions  
22 ("IRA") alternatives that are appropriate at the Site prior to  
23 the implementation of final remedial action(s) for the Site. IRA  
24 alternatives shall be identified and proposed to the Parties as  
25 early as possible prior to formal proposal of IRA(s) to U.S. EPA  
26 and ADEC pursuant to CERCLA and applicable state law. This

process is designed to promote cooperation among the Parties in identifying IRA alternatives prior to selection of final IRA(s);

(c) Establish requirements for the performance of a Remedial Investigation ("RI") to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants, or contaminants at the Site, and to establish requirements for the performance of an FS for the Site to identify, evaluate, and select alternatives for the appropriate remedial action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants, or contaminants at the Site in accordance with CERCLA and applicable state law;

(d) Identify the nature, objective, and schedule of response actions to be taken at the Site. Response actions at the Site shall attain that degree of cleanup of hazardous substances, pollutants, or contaminants mandated by CERCLA and applicable state law;

(e) Implement the selected interim and final remedial action(s) in accordance with CERCLA and applicable state law, and meet the requirements of Section 120(e)(2) of CERCLA, 42 U.S.C. § 9620(e)(2), for an interagency agreement among the Parties;

(f) Assure compliance, through this Agreement, with RCRA and other federal and state hazardous waste laws and regulations for matters covered herein;

(g) Coordinate response actions at the Site with the mission and support activities at Adak;

(h) Expedite the cleanup process to the extent consistent with protection of human health and the environment;

(i) Provide for ADEC involvement in the initiation, development, selection, and enforcement of remedial actions to be undertaken at Adak, including the review of all applicable data as it becomes available, and the development of studies, reports, and actions plans; and to identify and integrate state ARARs into the remedial action process; and

(j) Provide for operation and maintenance of any remedial action selected and implemented pursuant to this Agreement.

#### IV. PARTIES BOUND

4.1 This Agreement shall apply to and be binding upon the Navy, U.S. EPA, and ADEC. The Navy agrees to include notice of this Agreement in any document transferring ownership of property owned by the United States to any subsequent owners and operators of any portion of the Site in accordance with Section 120(h) of CERCLA, 42 U.S.C. § 120(h), and Part XXXII of this Agreement. The requirement for such notice shall apply to real property sold or transferred between agencies of the United States, between the United States and private Parties, and between the United States and state and local governments.

4.2 The Navy will notify U.S. EPA and ADEC of

1 the identity of its contractors and subcontractors performing  
2 work under this Agreement. The Navy shall provide copies of this  
3 Agreement to all contractors and subcontractors performing work  
4 under this Agreement. The Navy shall ensure that all contractors  
5 and subcontractors performing work under this agreement have  
6 sufficient experience to deal with Aleutian conditions and the  
7 relevant remedial activities at the Site.

8 4.3 Each undersigned representative of a Party  
9 certifies that he or she is fully authorized to enter into the  
10 terms and conditions of this Agreement and to legally bind such  
11 Party to this Agreement.

#### 12 13 V. RCRA-CERCLA INTEGRATION

14 5.1 The Parties intend to integrate the Navy's  
15 CERCLA response obligations and RCRA corrective action  
16 obligations that relate to the release(s) of hazardous  
17 substances, hazardous wastes, hazardous constituents, pollutants,  
18 or contaminants covered by this Agreement into this comprehensive  
19 Agreement. Therefore, the Parties intend that activities covered  
20 by this Agreement will achieve compliance with CERCLA, 42 U.S.C.  
21 9601 et seq.; satisfy the corrective action requirements of  
22 Sections 3004(u) and (v) of RCRA, 42 U.S.C. § 6924(u) and (v),  
23 for a RCRA permit, and Section 3008(h), 42 U.S.C. § 6928(h), for  
24 interim status facilities; and meet or exceed all applicable or  
25 relevant and appropriate federal and state laws and regulations,  
26 to the extent required by Section 121 of CERCLA, 42 U.S.C.

§ 9621, and applicable state law.

5.2

Based upon the foregoing, the Parties intend that any remedial action selected, implemented, and completed under this Agreement will be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further corrective action under RCRA (i.e., no further corrective action shall be required). The Parties agree that with respect to releases of hazardous waste or hazardous constituents covered by this Agreement, RCRA shall be considered an ARAR pursuant to Section 121 of CERCLA, 42 U.S.C. § 9621. Releases or other hazardous waste activities not covered by this Agreement remain subject to all applicable state and federal environmental requirements.

5.3

The Parties recognize that the requirement to obtain permits for response actions undertaken pursuant to this Agreement shall be as provided for in CERCLA and the NCP. The Parties further recognize that ongoing hazardous waste management activities at Adak may require the issuance of permits under federal and state laws. This Agreement does not affect the requirements, if any, to obtain such permits. However, if a permit is issued to the Navy for ongoing hazardous waste management activities at the Site, U.S. EPA or ADEC shall reference and incorporate any appropriate provisions, including appropriate schedules (and the provision for extension of such schedules), of this Agreement into such permit. With respect to those portions of this Agreement incorporated by reference into

permits, the Parties intend that judicial review of the incorporated portions shall, to the extent authorized by law, be reviewed only under the provisions of CERCLA.

5.4. Nothing in this Agreement shall alter any Party's rights with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. Any removal actions conducted at the Site shall be conducted in a manner consistent with this Agreement, CERCLA, the NCP, and Executive Order 12580.

## VI. FINDINGS OF FACT

6.1 For purposes of this Agreement, the following constitutes a summary of the facts upon which this Agreement is based. None of the facts related herein are admissions nor are they legally binding upon any Party with respect to any unrelated claims of persons not a Party to this Agreement.

6.2 Adak encompasses approximately 61,000 acres on Adak Island, Alaska. Included in this is an air field, a LORAN station, and housing for Adak personnel.

6.3 Major sources of contamination at Adak include ordnance waste and demolition, unlined landfills, fire training pits, waste storage areas, surface impoundments, and numerous disposal sites.

6.4 Adak was proposed for inclusion on the CERCLA National Priorities List ("NPL") in October, 1992. 57 Fed. Reg. 47,209 (October 14, 1992).

1           6.5       The Parties enter this Agreement with the  
2 expectation that Adak will list final on the NPL. Upon final  
3 listing, the Project Managers shall, in writing, modify Paragraph  
4 6.4 of this Agreement to include the appropriate Federal Registry  
5 citation. If Adak fails to list final on the NPL, any Party may  
6 void this Agreement by providing written notice to the other  
7 Parties.

8  
9                       VII. REGULATORY DETERMINATIONS

10           7.1       For purposes of this Agreement, the  
11 following constitutes a summary of the Regulatory Determinations  
12 upon which this Agreement is based. None of the Regulatory  
13 Determinations related herein are admissions nor are they legally  
14 binding upon any Party with respect to any unrelated claims of  
15 person(s) not a Party to this Agreement.

16           7.2       Adak, collectively, is a Site within the  
17 meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

18           7.3       Hazardous substances, pollutants, or  
19 contaminants within the meaning of Sections 101(14) and 104(a)(2)  
20 of CERCLA, 42 U.S.C. §§ 9601(14) and 9604(a)(2), have been  
21 disposed of at the Site;

22           7.4       There have been releases of hazardous  
23 substances, pollutants, or contaminants into the environment  
24 within the meaning of Sections 101(22), 104, 106, and 107 of  
25 CERCLA, 42 U.S.C. §§ 9601(22), 9604, 9606, and 9607, at and from  
26

the Site;

7.5 With respect to those releases, the Navy is an owner and/or operator within the meaning of Section 107 of CERCLA, 42 U.S.C. § 9607;

7.6 The actions to be taken pursuant to this Agreement are reasonable and necessary to protect human health and the environment; and

7.7 A reasonable time for beginning and/or completing the actions has been, or will be, provided.

#### VIII. SCOPE OF AGREEMENT

##### A. Work to be Performed

8.1 The Parties intend that work done and data generated prior to the effective date of this Agreement be retained and utilized to the maximum extent technically feasible in accordance with applicable law.

8.2 The Navy will conduct and finance the cost of each RI/FS or other consultant studies in accordance with each RI/FS Management Plan or Work Plan and implement the RD/RA at the Site in accordance with the appropriate RD and the RA Work Plan, and all relevant statutes and regulations.

8.3 All work performed pursuant to this Agreement shall be under the direction and supervision, or in consultation with, a qualified engineer, geologist, or equivalent expert with expertise in hazardous substances remedial investigation and/or remediation.



8.4 The Navy shall perform the tasks and submit plans, reports, and other documents as required by the Plans.

8.5 These matters are set forth in more detail below and in the subsequent RI/FS Management Plans, PSE Work Plans, and RA Work Plans. This Agreement fully incorporates the provisions of these Plans that relate to the implementation of this Agreement, including, but not limited to, definitions and procedures for submission, review, and approval of documents. In the event of any inconsistency between this Agreement and the Plans, this Agreement shall govern unless and until duly amended pursuant to Part XXXIII of this Agreement.

B. Preliminary Source Evaluation

8.6 The Navy shall evaluate known and potential sources of contamination under the PSE process pursuant to Attachment 1.

C. Interim Remedial Actions

8.7 The Navy shall, where appropriate, develop and implement Interim Remedial Actions ("IRAs"). The IRA(s) shall be consistent with the purposes set forth in Part III of this Agreement.

D. Remedial Investigations

8.8 The Navy shall develop, implement, and report upon remedial investigations of the Site. These investigations shall comply with applicable requirements of CERCLA; the NCP; and, to the extent set forth in this Agreement, pertinent written national guidance and U.S. EPA national policy.

1 E. Feasibility Studies

2 8.9 The Navy shall design, propose, undertake,  
3 and report upon feasibility studies for the Site. These studies  
4 shall comply with applicable requirements of CERCLA; the NCP;  
5 and, to the extent set forth in this Agreement, pertinent written  
6 national guidance and U.S. EPA national policy.

7 F. Remedial Actions

8 8.10 The Navy shall develop and submit its  
9 proposed RA alternative. ADEC may recommend to U.S. EPA the RA  
10 alternative it deems appropriate. U.S. EPA and the Navy, in  
11 consultation with ADEC, shall make final selection of the RA(s)  
12 for each OU. In the event of disagreement, U.S. EPA shall make  
13 final selection of the RA(s). The selection of RA(s) by the  
14 U.S. EPA Administrator shall be final, subject to Part XXXVI.

15 G. Technical Review Committee

16 8.11 Pursuant to 10 U.S.C. § 2705(c), the Navy  
17 shall establish a technical review committee ("TRC") and, in  
18 consultation with the Parties, shall provide for representatives  
19 to serve as members of the TRC.

20  
21 IX. PROJECT MANAGERS

22 9.1 U.S. EPA, ADEC, and the Navy shall each  
23 designate a Project Manager and Alternate (hereinafter jointly  
24 referred to as Project Manager) for the purpose of overseeing the  
25 implementation of this Agreement. Within five (5) days of the  
26 effective date of this Agreement, each Party shall notify the

other Parties of the name and address of its Project Manager.

Any Party may change its designated Project Manager by notifying the other Parties, in writing, within five (5) days of the change. Communications between the Parties concerning the terms and conditions of this Agreement shall be directed through the Project Managers as set forth in Part XIV of this Agreement. Each Project Manager shall be responsible for assuring that all communications from the other Project Managers are appropriately disseminated and processed by their respective Agencies.

9.2 Project Managers shall have the authority to: (1) take samples, request split samples, and ensure that work is performed properly and in accordance with the terms of any final Management Plan; (2) observe all activities performed pursuant to this Agreement, take photographs, and make such other reports on the progress of the work as the Project Managers deem appropriate; (3) review records, files, and documents relevant to this Agreement; (4) recommend and request minor field modifications to the work to be performed pursuant to the Agreement, or in techniques, procedures, or designs utilized in carrying out this Agreement; (5) approve the addition or redefinition of operable units/source areas; (6) make modifications to and/or take actions pursuant to Attachment 1; (7) exercise the authorities granted to them in this Part, and the NCP; and (8) act in accordance with Paragraph 33.1 (Modification/Amendment of Agreement).

9.3 Each Project Manager shall be, or rely on, a

qualified and competent person with experience in hazardous substances site investigations and remedial actions and having the skills necessary to implement this Agreement.

9.4 The Project Managers may, in accordance with Part XX(J) of this Agreement, make modifications to the work to be performed pursuant to this Agreement, or in techniques, procedures, or designs utilized in carrying out this Agreement. Any minor field modification proposed by any Party pursuant to this Part must be approved orally by all Parties' Project Managers to be effective. The Navy Project Manager will make a contemporaneous record of such modification and approval in a written log, and a summary of the log entry will be included in the next progress report.

9.5 The Project Manager for the Navy shall be responsible for day-to-day field activities at the Site, and shall have all the authority vested in the On-Scene Coordinator and Remedial Project Manager by the NCP, 40 CFR Part 300. The Project Manager for the Navy or his or her designated alternate shall be physically present at the Site, or reasonably available to supervise work, during all hours of work performed at the Site pursuant to this Agreement, and shall serve as the point of contact for Site-related queries from the U.S. EPA and/or ADEC Project Managers.

9.6 The Project Managers shall be reasonably available to consult on work performed pursuant to this Agreement and shall make themselves available to each other for the

pendency of this Agreement. The absence of the Navy, U.S. EPA, or ADEC Project Managers from the Site shall not be cause for work stoppage or delay.

9.7 Since the work under this Agreement encompasses a large number of source areas and two separate Naval commands, the Navy will establish a core Navy management team composed of a Project Manager from EFA Northwest and representatives from Naval Air Station, Adak, and Naval Security Group Activity, Adak. The Navy Project Manager shall ensure that the other Project Managers and the command representatives are fully apprised of all work carried out under this Agreement.

9.8 The Project Managers may decide to address a source area identified in Attachment 1 within the scope of a Two Party Agreement between the State of Alaska and the Navy. In such a case, and upon unanimous written agreement of the Navy, U.S. EPA, and ADEC Project Managers, remedial activities at the source area may commence pursuant to the Two Party Agreement. Such source areas will remain within the scope of this Agreement to the extent established in Part 3.5 of Attachment 1.

#### X. ACCESS

10.1 Without limitation on any authority conferred on them by law, U.S. EPA, ADEC, and/or their authorized representatives, shall have authority to enter the Site at all reasonable times for the purposes of, among other things:

(1) inspecting records, operating logs, contracts, and other

documents relevant to implementation of this Agreement;

(2) reviewing the progress of the Navy, its response action contractors, or agents in implementing this Agreement;

(3) conducting such tests as ADEC and U.S. EPA Project Managers deem necessary; and (4) verifying the data submitted to U.S. EPA and ADEC by the Navy. The Navy shall honor all requests for such access by U.S. EPA and ADEC, subject only to any statutory or regulatory requirement as may be necessary to protect national security or mission-essential activities.

10.2 The Navy shall provide an escort whenever U.S. EPA or ADEC require access to areas designated as restricted in accordance with relevant Navy Policy. U.S. EPA and ADEC will seek permission from this escort prior to using any camera, sound recording, or other recording device in such restricted areas. The Parties agree that the provision of an escort will not unreasonably delay access or unreasonably restrict use of recording devices. To the extent possible, U.S. EPA and ADEC shall provide reasonable notice to the Navy Project Manager to request necessary escorts.

10.3 All Parties with access to the Site pursuant to this Part shall comply with all applicable health and safety plans.

10.4 The Navy shall promptly provide EPA or ADEC with a full verbal explanation of the reason(s) for denying any access requested by either U.S. EPA or ADEC. In addition, the Navy shall, within two days, provide a written explanation of the

reason(s) for the denial to the Project Managers, including reference to the applicable regulations, and, upon request, a copy of such regulations. The Navy shall, as expeditiously as possible, make alternative arrangements for accommodating the requested access. The Navy shall not restrict the access rights of U.S. EPA or ADEC to any greater extent than the Navy restricts the access rights of its contractors performing work pursuant to this Agreement.

10.5 To the extent that this Agreement requires access to property not owned and controlled by the Navy, the Navy shall exercise its authorities to obtain access pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and will make every reasonable effort to obtain signed access agreements for itself, its contractors, agents, U.S. EPA, and ADEC, and provide U.S. EPA and ADEC with copies of such agreements. The Navy may request the assistance of ADEC in obtaining such access, and, upon such request, ADEC will use best efforts to obtain the required access. With respect to the non-Navy property upon which monitoring wells, pumping wells, treatment facilities, or other response actions are to be located, the Navy will use best efforts to ensure that the access agreements provide that no conveyance of title, easement, or other interest in the property shall be consummated without provisions for the continued operation of such wells, treatment facilities, or other response actions on the property. The access agreements should also provide to the extent practicable that the owners of any property

1 where monitoring wells, pumping wells, treatment facilities, or  
2 other response actions are located shall notify the Navy, ADEC,  
3 and the U.S. EPA by certified mail, at least thirty (30) days  
4 prior to any conveyance, of the property owner's intent to convey  
5 any interest in the property and of the provisions made for the  
6 continued operation of the monitoring wells, treatment  
7 facilities, or other response actions installed pursuant to this  
8 Agreement. The requirement for such notice shall apply to real  
9 property sold or transferred between agencies of the United  
10 States, between the United States and private Parties, and  
11 between the United States and state and local governments.

12 10.6 Nothing in this Part shall be construed to  
13 limit the discretion of the Navy to exercise the authority of the  
14 President under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), as  
15 delegated by Executive Order 12580.

16  
17 XI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

18 11.1 Pursuant to the RI/FS management plan, the  
19 Parties shall make available to each other quality-assured  
20 results of sampling, tests, or other data generated by or on  
21 behalf of any Party under this Agreement within sixty (60) days  
22 of field testing or the submittal of data to the laboratory. If  
23 quality assurance is not completed within sixty (60) days,  
24 preliminary data or results shall be made available within the  
25 sixty (60) day period and quality assured data or results shall  
26 be submitted as they become available but in no event later than



one hundred (100) days after testing or the submittal of data to the laboratory. These periods can be extended upon mutual agreement among the Project Managers.

11.2 At the written request of either the ADEC or U.S. EPA Project Manager, the Navy shall allow split or duplicate samples to be taken by ADEC or U.S. EPA during sample collection conducted during the implementation of this Agreement. The Navy's Project Manager shall notify the U.S. EPA and ADEC Project Managers not less than fourteen (14) business days in advance of any scheduled well drilling, sample collection, or other monitoring activity, conducted pursuant to this Agreement. The Project Managers will be notified prior to any unscheduled sampling event. The fourteen (14) day notification can be waived upon mutual agreement among the Project Managers.

11.3 If preliminary analysis indicates a potential imminent and substantial endangerment to the public health, all Project Managers shall be immediately notified.

11.4 Laboratory reports shall be made available at the Site for the review of the Parties immediately upon completion of laboratory analysis.

## XII. QUALITY ASSURANCE

12.1 Throughout all sample collection, transportation, and analyses activities conducted in connection with this Agreement, the Navy shall use procedures for quality assurance, for quality control, and for chain-of-custody in

1 accordance with approved U.S. EPA methods, including "Interim  
2 Guidelines and Specifications for Preparing Quality Assurance  
3 Project Plans", QAMS-005/80, "Data Quality Objective Guidance",  
4 U.S. EPA 1540/687/003 and 004, and subsequent amendments to such  
5 guidelines. The Navy shall require each laboratory it uses to  
6 perform any analysis according to approved U.S. EPA methods and  
7 to demonstrate a quality assurance/quality control program  
8 consistent with that followed by U.S. EPA and consistent with  
9 U.S. EPA document QAMS-005/80.

#### 11 XIII. REPORTING

12 13.1 The Navy shall submit to the other Parties  
13 quarterly written progress reports. The reports will include,  
14 but not be limited to, the following information:

15 (a) A detailed summary of all of the remedial,  
16 removal, and investigation activities during the previous  
17 quarter, including any analytical results, any community  
18 relations activities, and any community contacts or inquiries  
19 related to the hazardous substance contamination at the Site;

20 (b) An outline of the planned activities for the  
21 upcoming quarter and a revised Critical Path Method (CPM)  
22 timeline for Attachment 1 activities;

23 (c) A detailed statement of the manner and the  
24 extent to which the timetables and deadlines are being met;

25 (d) The status of efforts to obtain  
26 rights-of-entry necessary for monitoring and well installation

off-Base; and

(e) The status of any other activities proposed or underway, personnel changes, or funding availability, that affects or potentially affects any phase of the activities described in Attachment 1.

13.2 The quarterly written progress reports shall be submitted on the twentieth (20th) day of each calendar quarter following the effective date of this Agreement.

13.3 In addition to the requirements of this Part, the Navy shall notify the Parties promptly upon learning that any significant CPM milestone may be or has been missed. Significant CPM milestones include milestones that affect or potentially affect the timely delivery of a primary or secondary document, and any other milestone deemed significant by mutual agreement of the Project Managers.

#### XIV. NOTICE TO THE PARTIES

14.1 All Parties shall expeditiously transmit primary and secondary documents, and all notices required herein. Time limitations shall commence upon receipt. Time limitations for the Navy shall commence upon receipt by the Adak contact listed below.

14.2 Unless otherwise provided, notice to the individual Parties shall be provided under this Agreement to the following addresses:

1 (A) For the Navy:

2 Department of the Navy  
3 Engineering Field Activity Northwest  
3505 Anderson Hill Road  
4 Silverdale, Washington 98383  
Attn: Richard Stoll  
(Ph.) 206-396-5984  
5 (Fax) 206-396-5995  
and

6 [Adak contact]  
7 Commanding Officer  
PSC486, Box 1221  
8 FPO AP 96506-1221  
Attn: 70-800  
9 (Ph.) 907-592-4325  
(Fax) 907-592-4340

10 (B) For U.S. EPA:

11 U.S. Environmental Protection Agency  
12 Alaska Operations Office  
222 W. 7th Avenue, Box 19  
13 Anchorage, Alaska 99513  
Attn: Dianne Soderlund  
4 (Ph.) 907-271-5083  
(Fax) 907-271-3424  
15 and

16 U.S. Environmental Protection Agency  
17 Superfund Federal Facility Branch  
1200 Sixth Avenue, HW-124  
18 Seattle, Washington 98101  
Attn: Ed Jones  
(Ph.) 206-553-7261  
19 (Fax) 206-553-0957

20 (C) For the State of Alaska:

21 Alaska State Department of  
22 Environmental Conservation  
Southcentral Regional Office  
23 Contaminated Site Program  
3601 "C" Street, Suite 1334  
24 Anchorage, AK 99503  
Attn: Jennifer Roberts  
(Ph.) 907-563-6529  
25 (Fax) 907-273-4331

XV. PERMITS

15.1 Nothing in this Agreement relieves the Navy from the requirement of obtaining an otherwise applicable permit or other authorization whenever it proposes a response action involving the shipment or movement off-Site of a hazardous substance, or undertakes any activities not directly related to response actions at the Site.

XVI. RETENTION OF RECORDS

16.1 The Navy shall preserve for a minimum of ten (10) years after termination and satisfaction of this Agreement the Administrative Record, and any post-Record of Decision primary and secondary documents and reports in their possession or in the possession of their divisions, employees, agents, accountants, contractors, or attorneys that relate to the presence of hazardous wastes and constituents, hazardous substances, pollutants, and contaminants at the Site or to the implementation of this Agreement, despite any document retention policy to the contrary. After this ten (10) year period, the Navy shall notify one another at least forty-five (45) days prior to destruction or disposal of any such documents or records. Upon request by any Party, the Navy shall make available such records or documents, or true copies. Documents may be converted to permanent electronic or optical media and paper originals disposed of after forty-five (45) days notification to the other Parties.

XVII. PUBLIC PARTICIPATION AND ADMINISTRATIVE RECORD

17.1 The Parties agree that this Agreement and any subsequent plan(s) for remedial action at the Site arising out of this Agreement shall comply with the administrative record and public participation requirements of CERCLA, including Sections 113(k) and 117 of CERCLA, 42 U.S.C. §§ 9613(k) and 9617, the NCP, and U.S. EPA national guidance on public participation and administrative records.

17.2 The Navy shall develop and implement a Community Relations Plan ("CRP") that responds to the need for an interactive relationship with all interested community elements, both on- and off-Site, regarding activities and elements of work undertaken by the Navy. The Navy agrees to develop and implement the CRP in a manner consistent with Section 117 of CERCLA, 42 U.S.C. § 9617, the NCP, and U.S. EPA national guidance.

17.3 The Navy shall establish and maintain a certified copy of the administrative record at or near Adak in accordance with Section 113(k) of CERCLA, 42 U.S.C. § 9613(k). In light of the unique characteristics at Adak, however, including its remote location and limited accessibility, the Navy shall establish and maintain the administrative record at Department of the Navy, Engineering Field Activity Northwest, 3505 Anderson Hill Road, Silverdale, Washington 98383. The administrative record shall be established and maintained in accordance with U.S. EPA national policy and guidelines. The Navy shall provide to U.S. EPA and ADEC a copy of the

Administrative Record Index, with updates as changes occur. In addition, the Navy shall promptly provide copies of any document included in the Administrative Record to U.S. EPA and/or ADEC, upon request.

#### XVIII. CREATION OF DANGER/EMERGENCY ACTION

18.1 In the event U.S. EPA or ADEC determine that activities conducted pursuant to this Agreement, or any other circumstances or activities, are creating an imminent and substantial endangerment to the health or welfare of the people on the Site or in the surrounding area or to the environment, U.S. EPA or ADEC may require or order the Navy to stop further implementation of this Agreement for such period of time as needed to abate the danger. Any unilateral work stoppage for longer than twenty-four (24) hours requires the concurrence of the U.S. EPA Division Director, in accordance with Paragraph 21.9.

18.2 In the event the Navy determines that activities undertaken in furtherance of this Agreement or any other circumstances or activities at the Site are creating an imminent and substantial endangerment to the health or welfare of the people on the Site or in the surrounding area or to the environment, the Navy may stop implementation of this Agreement for such periods of time necessary for U.S. EPA and ADEC to evaluate the situation and determine whether the Navy should proceed with implementation of the Agreement or whether the work

1 stoppage should be continued until the danger is abated. The  
2 Navy shall notify the other Parties as soon as is possible, but  
3 not later than twenty-four (24) hours after such stoppage of  
4 work, and provide U.S. EPA and ADEC with documentation of its  
5 analysis in reaching this determination. If, after consultation  
6 with ADEC, U.S. EPA disagrees with the Navy determination, it  
7 may require the Navy to resume implementation of this Agreement.

8           18.3           If U.S. EPA concurs in the work stoppage by  
9 the Navy, or if U.S. EPA or ADEC require or order a work  
10 stoppage, the Navy's obligations shall be suspended and the time  
11 periods for performance of that work, as well as the time period  
12 for any other work dependent upon the work that was stopped,  
13 shall be extended, pursuant to Part XXV of this Agreement. Any  
14 disagreements pursuant to this Part shall be resolved through the  
15 dispute resolution procedures in Part XXI of the Agreement by  
16 referral directly to the DRC.

17  
18                           XIX. FIVE YEAR REVIEW

19           19.1           If a remedial action is selected that  
20 results in any hazardous substances, pollutants, or contaminants  
21 remaining at the Site, the Parties shall review such remedial  
22 action no less often than each five (5) years after the  
23 initiation of such remedial action to assure that human health  
24 and the environment are being protected by the remedial action  
25 being implemented. The U.S. EPA Project Manager and the ADEC  
26 Project Manager shall advise the Navy Project Manager of their



1 findings in this regard. If any Party determines that additional  
2 action is required, the Agreement may be amended pursuant to Part  
3 XXXVIII. If the Parties are unable to agree on the need to amend  
4 this Agreement, dispute resolution under Part XXI shall be  
5 available to any Party.

6  
7 XX. CONSULTATION WITH U.S. EPA AND ADEC

8 A. Applicability

9 20.1 The provisions of this Part establish the  
10 procedures that shall be used by the Parties to provide each  
11 other with appropriate notice, review, comment, and response to  
12 comments regarding RI/FS and RD/RA documents, specified herein as  
13 either primary or secondary documents. In accordance with  
14 Section 120 of CERCLA, 42 U.S.C. § 9620, and 10 U.S.C. § 2705,  
15 the Navy will normally be responsible for issuing primary and  
16 secondary documents to U.S. EPA and ADEC. As of the effective  
17 date of this Agreement, all draft and draft final documents for  
18 any deliverable document identified herein shall be prepared,  
19 distributed, and subject to dispute in accordance with Paragraphs  
20 20.3 through 20.24.

21 20.2 The designation of a document as "draft" or  
22 "final" is solely for purposes of consultation with U.S. EPA and  
23 ADEC in accordance with this Part. Such designation does not  
24 affect the obligation of the Parties to issue documents, which  
25 may be referred to herein as "final," to the public for review  
26 and comment as appropriate and as required by law.

1           B. General Process for RI/FS and RD/RA Documents

2           20.3       Primary documents include those documents  
3 that are major, discrete portions of RI/FS or RD/RA activities.  
4 Primary documents are initially issued by the Navy in draft  
5 subject to review and comment by U.S. EPA and ADEC. Following  
6 receipt of comments on a particular draft primary document, the  
7 Navy will respond to the comments received and issue a draft  
8 final primary document subject to dispute resolution. The draft  
9 final primary document will become the final primary document  
10 either thirty (30) days after the submittal of a draft final  
11 document if dispute resolution is not invoked, unless otherwise  
12 agreed as provided in Paragraph 20.18, or as modified by decision  
13 of the dispute resolution process. U.S. EPA and ADEC shall,  
14 within the first fifteen (15) days of this thirty (30) day period  
15 for finalization of primary documents, identify to the Navy any  
16 issues or comments in order to provide sufficient time for  
17 review, discussion, and modification of draft final documents as  
18 necessary to resolve potential disputes.

19           20.4       Secondary documents include those documents  
20 that are discrete portions of the primary documents and are  
21 typically input or feeder documents. Secondary documents are  
22 issued by the Navy in draft subject to review and comment by  
23 U.S. EPA and ADEC. Although the Navy will respond to comments  
24 received, the draft secondary documents may be finalized in the  
25 context of the corresponding primary documents. A secondary  
26 document may be disputed only at the time the corresponding draft

1 final primary document is issued.

2 C. Primary Documents

3 20.5 The Navy shall complete and transmit draft  
4 documents for the following primary documents to U.S. EPA and  
5 ADEC for review and comment in accordance with the provisions of  
6 this Part:

- 7 (a) initial Community Relations Plan ("CRP")
- 8 (b) Preliminary Source Evaluation ("PSE") 2 Report
- 9 (c) RI/FS Management Plan, including Work Plan, Field  
10 Sampling Plan ("FSP"), Quality Assurance Project  
11 Plan ("QAPP"), and Treatability Study Work Plan  
12 (as needed)
- 13 (d) RI/FS, including RI, Baseline Risk Assessment, FS
- 14 (e) ROD
- 15 (f) Remedial Design
- 16 (g) Remedial Action Work Plan
- 17 (h) RA Report
- 18 (i) O & M Report

19 20.6 Only the draft final documents for the  
20 primary documents identified above shall be subject to dispute  
21 resolution. The Navy shall complete and transmit draft primary  
22 documents in accordance with the schedules and deadlines  
23 established pursuant to Part XXIV of this Agreement. Primary  
24 documents may include secondary document target dates as provided  
25 for in Paragraph 20.8. The purpose of target dates is to assist  
26 the Navy in meeting deadlines, but target dates do not become

enforceable by their inclusion in the primary documents and are not subject to Parts XXII, XXIII, XXIV, and/or XXV.

D. Secondary Documents

20.7 The Navy shall complete and transmit draft documents for the following secondary documents to U.S. EPA and ADEC for review and comment in accordance with the provisions of this Part:

- (a) PSE 1 Report
- (b) PSE 2 Work Plan
- (c) Conceptual Site Model, and initial identification of DQOs, ARARs, and TBCs
- (d) Health and Safety Plan ("HSP")
- (e) Treatability Study Report, as needed
- (f) Remedial Investigation (including base-line risk assessment)
- (g) Proposed Plan
- (h) 35% Remedial Design, as needed
- (i) 60% Remedial Design, as needed
- (j) Base-wide Studies (other than the CRP) and Monitoring Documents
- (k) Additional secondary documents, as agreed

20.8 U.S. EPA and ADEC will comment on the draft documents for the secondary documents listed above. Such documents shall not be subject to dispute resolution except as provided by Paragraph 20.4. Target dates shall be established pursuant to Part XXIV of this Agreement for the completion and

transmission of draft secondary documents.

E. Meetings of the Project Managers on Development of Documents

20.9 The Project Managers shall meet or confer at least every thirty (30) days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site on the primary and secondary documents. Prior to preparing any draft document specified in Paragraphs 20.5 and 20.7 above, the Project Managers shall meet to discuss the document results in an effort to reach a common understanding, to the maximum extent practicable, with respect to the results to be presented in the draft document. Prior to the development of either a Statement of Work, Management Plan, or Sampling and Analysis Plan, the Project Managers shall meet to develop a Scope of Work that will be used when preparing a Sampling and Analysis Plan or Management Plan for a remedial site inspection or investigation.

F. Identification and Determination of Potential ARARs

20.10 For those primary or secondary documents that consist of or include ARAR determinations, prior to the issuance of a draft document the Project Managers shall meet to identify and propose, to the best of their ability, all potential ARARs pertinent to the document being addressed. ADEC shall identify all potential state ARARs as early in the remedial process as possible consistent with the requirements of Section 121 of CERCLA, 42 U.S.C. § 121, and the NCP. The Navy shall consider any written interpretations of ARARs provided by ADEC.

Draft ARAR determinations shall be prepared by the Navy in accordance with Section 121(d)(2) of CERCLA, 42 U.S.C. § 9621(d)(2), the NCP, and pertinent written national guidance issued by U.S. EPA and ADEC, which is not inconsistent with CERCLA and the NCP.

20.11 In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a source-specific basis and that ARARs depend on the specific hazardous substances, pollutants, and contaminants at a source, the particular actions proposed as a remedy, and the characteristics of a source. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be re-examined throughout the RI/FS process until a ROD is issued.

G. Review and Comment on Draft Documents

20.12 The Navy shall complete and transmit each draft primary document to U.S. EPA and ADEC on or before the corresponding deadline established for the issuance of the document. The Navy shall complete and transmit the draft secondary document in accordance with the target dates established for the issuance of such documents.

20.13 Unless the Parties mutually agree to another time period, all draft documents shall be subject to a thirty (30) day period for review and comment. Review of any document by U.S. EPA or ADEC may concern all aspects of the document (including completeness) and should include, but is not limited

1 to, technical evaluation of any aspect of the document, and  
2 consistency with CERCLA, the NCP, applicable state laws, and any  
3 pertinent national guidance or policy issued by U.S. EPA or ADEC.  
4 Comments by U.S. EPA and ADEC shall be provided with adequate  
5 specificity so that the Navy may respond to the comments and, if  
6 appropriate, make changes to the draft document. Comments shall  
7 refer to any pertinent sources of authority or references upon  
8 which the comments are based, and, upon request of the Navy,  
9 U.S. EPA or ADEC shall provide a copy of the cited authority or  
10 reference. In cases involving complex or unusually lengthy  
11 reports, U.S. EPA or ADEC may extend the thirty (30) day comment  
12 period for an additional twenty (20) days by written notice to  
13 the Navy prior to the end of the thirty (30) day period. On or  
14 before the close of the comment period, U.S. EPA and ADEC shall  
15 transmit by next day mail their written comments to the Navy.

16 20.14 Representatives of the Navy shall make  
17 themselves readily available to U.S. EPA and ADEC during the  
18 comment period for purposes of informally responding to questions  
19 and comments on draft documents. Oral comments made during such  
20 discussions need not be the subject of a written response by the  
21 Navy on the close of the comment period.

22 20.15 In commenting on a draft document that  
23 contains a proposed ARAR determination, U.S. EPA and ADEC shall  
24 include a reasoned statement of whether they object to any  
25 portion of the proposed ARAR determination. To the extent that  
26 U.S. EPA or ADEC do object, they shall explain the basis for

1 their objection in detail and shall identify any ARARs that they  
2 believe were not properly addressed in the proposed ARAR  
3 determination.

4           20.16       Following the close of the comment period  
5 for a draft document, the Navy shall give full consideration to  
6 all written comments on the draft document submitted during the  
7 comment period. Within thirty (30) days of the close of the  
8 comment period on a draft secondary document, the Navy shall  
9 transmit to U.S. EPA and ADEC its written response to comments  
10 received within the comment period. Within thirty (30) days of  
11 the close of the comment period on a draft primary document, the  
12 Navy shall transmit to U.S. EPA and ADEC a draft final primary  
13 document that shall include the Navy's response to all written  
14 comments received within the comment period. While the resulting  
15 draft final document shall be the responsibility of the Navy, it  
16 shall be the product of consensus to the maximum extent possible.

17           20.17       The Navy may extend the thirty (30) day  
18 period for either responding to comments on a draft document or  
19 for issuing the draft final primary document for an additional  
20 twenty (20) days by providing notice to U.S. EPA and ADEC. In  
21 appropriate circumstances, this time period may be further  
22 extended in accordance with Part XXV.

23           H.   Availability of Dispute Resolution for  
24               Draft Final Primary Documents

25           20.18       Project Managers may agree to extend by  
26 fifteen (15) days the period for finalization of the draft final  
27 primary documents provided in Paragraph 20.3 for discussion and



1 modification of draft final primary documents as necessary to  
2 resolve potential disputes.

3           20.19       Dispute resolution shall be available to the  
4 Parties for draft final primary documents as set forth in Part  
5 XXI.

6           20.20       When dispute resolution is invoked on a  
7 draft final primary document, work may be stopped in accordance  
8 with the procedures set forth in Part XXI.

9                   I.   Finalization of Documents

10           20.21       The draft final primary document shall serve  
11 as the final primary document if no Party invokes dispute  
12 resolution regarding the document or, if invoked, at completion  
13 of the dispute resolution process should the Navy's position be  
14 sustained. If the Navy's determination is not sustained in the  
15 dispute resolution process, the Navy shall prepare, within not  
16 more than thirty-five (35) days, a revision of the draft final  
17 document that conforms to the results of dispute resolution. In  
18 appropriate circumstances, the time period for this revision  
19 process may be extended in accordance with Part XXV hereof.

20                   J.   Subsequent Modifications

21           20.22       Following finalization of any primary  
22 document pursuant to Paragraph 20.21 above, any Party may seek to  
23 modify the document, including seeking additional field work,  
24 pilot studies, computer modeling, or other supporting technical  
25 work, only as provided in Paragraphs 20.23 and 20.24.

26           20.23       A Party may seek to modify a document after  
27

1 finalization if it determines, based on new information (i.e.,  
2 information that became available, or conditions that became  
3 known, after the document was finalized) that the requested  
4 modification is necessary. A Party may seek such a modification  
5 by submitting a concise written request to the Project Managers  
6 of the other Parties. The request shall specify the nature of  
7 the requested modification and how the request is based on new  
8 information.

9           20.24       In the event that a consensus among the  
10 Parties is reached, the modification shall be incorporated by  
11 reference and become fully enforceable under the Agreement. In  
12 the event that a consensus is not reached by the Project Managers  
13 on the need for a modification, any Party may invoke dispute  
14 resolution as provided in Part XXI to determine if such  
15 modification shall be conducted. Modification of a document  
16 shall be required only upon a showing that: (1) the requested  
17 modification is based on significant new information, and (2) the  
18 requested modification could be of significant assistance in  
19 evaluating effects on human health or the environment, in  
20 evaluating the selection of remedial alternatives, or in  
21 protecting human health or the environment.

22           20.25       Nothing in this Part shall alter U.S. EPA's  
23 or ADEC's ability to request the performance of additional work  
24 that was not contemplated by this Agreement. The Navy's  
25 obligation to perform such work must be established by either a  
26 modification of a document or by amendment to this Agreement.

XXI. RESOLUTION OF DISPUTES

21.1 Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Part shall apply. All Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Part shall be implemented to resolve a dispute.

21.2 Within thirty (30) days after: (1) the receipt of a draft final primary document pursuant to this Agreement, or (2) any action that leads to or generates a dispute, the disputing Party shall submit to the Dispute Resolution Committee ("DRC") a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute, and the information the disputing Party is relying upon to support its position.

21.3 Prior to any Party's issuance of a written statement of dispute, the disputing Party shall engage the other Parties in informal dispute resolution among the Project Managers and/or their supervisors. During this informal dispute resolution period the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute.

21.4 The DRC will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. The Parties shall each designate

1 one individual and an alternate to serve on the DRC. The  
2 individuals designated to serve on the DRC shall be employed at  
3 the policy level (SES or equivalent) or be delegated the  
4 authority to participate on the DRC for the purposes of dispute  
5 resolution under this Agreement. The U.S. EPA representative on  
6 the DRC is the Hazardous Waste Division Director ("Division  
7 Director") of U.S. EPA's Region 10. The Navy's designated member  
8 is the Commanding Officer, Engineering Field Activity, Northwest,  
9 South Western Division Naval Facilities Engineering Command  
10 (SOUTHWESTNAVFACENGCOM). ADEC's designated member is the Section  
11 Chief of the Contaminated Site Section ("Section Chief"), Alaska  
12 Department of Environmental Conservation. Written notice of any  
13 delegation of authority from a Party's designated representative  
14 on the DRC shall be provided to all other Parties.

15 21.5 Following elevation of a dispute to the DRC,  
16 the DRC shall have twenty-one (21) days to unanimously resolve  
17 the dispute and issue a written decision. If the DRC is unable to  
18 unanimously resolve the dispute within this twenty-one (21) day  
19 period, the written statement of dispute shall be forwarded to  
20 the Senior Executive Committee (SEC) for resolution within seven  
21 (7) days after the close of the twenty-one (21) day resolution  
22 period.

23 21.6 The SEC will serve as the forum for  
24 resolution of disputes for which agreement has not been reached  
25 by the DRC. The U.S. EPA representative on the SEC is the  
26 Regional Administrator of U.S. EPA's Region 10. The Navy's

1 representative on the SEC is the Commander, SOUTHWESTNAVFACENGCOM.  
2 ADEC's representative on the SEC is the Director, Division of  
3 Spill Prevention and Response, Alaska Department of Environmental  
4 Conservation. The SEC members shall, as appropriate, confer,  
5 meet, and exert their best efforts to resolve the dispute and  
6 issue a written decision signed by all Parties. If unanimous  
7 resolution of the dispute is not reached within twenty-one (21)  
8 days, U.S. EPA's Regional Administrator shall issue a written  
9 position on the dispute. The Navy or ADEC may, within twenty-one  
10 (21) days of the Regional Administrator's issuance of U.S. EPA's  
11 position, issue a written notice elevating the dispute to the  
12 Administrator of U.S. EPA for resolution in accordance with all  
13 applicable laws and procedures. In the event that the Navy or  
14 ADEC elect not to elevate the dispute to the Administrator within  
15 the designated twenty-one (21) day escalation period, the Navy  
16 and/or ADEC shall be deemed to have agreed with the Regional  
17 Administrator's written position with respect to the dispute.

18 21.7 Upon escalation of a dispute to the  
19 Administrator of U.S. EPA pursuant to Paragraph 21.6, the  
20 Administrator will review and resolve the dispute within  
21 twenty-one (21) days. Upon request, and prior to resolving the  
22 dispute, the U.S. EPA Administrator shall meet and confer with  
23 the Navy's Secretariat Representative and the Commissioner of  
24 ADEC or the Commissioner's representative to discuss the issue(s)  
25 under dispute. The Administrator will provide notice to all  
26 Parties of any Party's request to meet or confer with respect to

1 any such dispute and will provide an adequate opportunity for all  
2 Parties to participate in any meeting or conference convened to  
3 resolve such dispute. Upon resolution, the Administrator shall  
4 provide the Navy and ADEC with a written final decision setting  
5 forth resolution of the dispute. The duties of the Administrator  
6 set forth in this Part shall not be delegated.

7           21.8           The pendency of any dispute under this Part  
8 shall not affect the Navy's responsibility for timely performance  
9 of the work required by this Agreement, except that the time  
10 period for completion of work affected by such dispute shall be  
11 extended for a period of time usually not to exceed the actual  
12 time taken to resolve any good faith dispute in accordance with  
13 the procedures specified herein. All elements of the work  
14 required by this Agreement that are not affected by the dispute  
15 shall continue and be completed in accordance with the applicable  
16 schedule.

17           21.9           When dispute resolution is in progress, work  
18 affected by the dispute will immediately be discontinued if the  
19 Division Director for U.S. EPA's Region 10 or the ADEC Section  
20 Chief request, in writing, that work related to the dispute be  
21 stopped because, in U.S. EPA's or ADEC's opinion, such work is  
22 inadequate or defective, and such inadequacy or defect is likely  
23 to yield an adverse effect on human health or the environment, or  
24 is likely to have a substantial adverse effect on the remedy  
25 selection or implementation process. To the extent possible,  
26 U.S. EPA and ADEC shall consult with all Parties prior to

1 initiating a work stoppage request. After stoppage of work, if  
2 any Party believes that the work stoppage is inappropriate or may  
3 have potential significant adverse impacts, that Party may meet  
4 with the other Parties to discuss the work stoppage. Following  
5 this meeting, and further consideration of the issues, the  
6 U.S. EPA Division Director will issue, in writing, a final  
7 decision with respect to the work stoppage. The final written  
8 decision of the U.S. EPA Division Director may immediately be  
9 subjected to formal dispute resolution. Such dispute may be  
10 brought directly to either the DRC or the SEC, at the discretion  
11 of the Party requesting dispute resolution.

12 21.10 Within twenty-one (21) days of resolution of  
13 a dispute pursuant to the procedures specified in this Part, the  
14 Navy shall incorporate the resolution and final determination  
15 into the appropriate plan, schedule, or procedures and proceed to  
16 implement this Agreement according to the amended plan, schedule,  
17 or procedures.

18 21.11 Resolution of a dispute pursuant to this  
19 Part of the Agreement constitutes a final resolution of that  
20 dispute arising under this Agreement. All Parties shall abide by  
21 all terms and conditions of any final resolution of dispute  
22 obtained pursuant to this Part of this Agreement.

23  
24 XXII. ENFORCEABILITY

25 22.1 The Parties agree that:

26 (a) Upon the effective date of this Agreement,

1 any standard, regulation, condition, requirement, or order which  
2 has become effective under CERCLA and is incorporated into this  
3 Agreement is enforceable by any person pursuant to Section 310 of  
4 CERCLA, 42 U.S.C. § 9659, and any violation of such standard,  
5 regulation, condition, requirement, or order will be subject to  
6 civil penalties under Sections 310(c) and 109 of CERCLA,  
7 42 U.S.C. §§ 9659(c) and 9609;

8 (b) All deadlines associated with the RI/FS  
9 shall be enforceable by any person pursuant to Section 310 of  
10 CERCLA, 42 U.S.C. § 9659, and any violation of such deadlines  
11 will be subject to civil penalties under Sections 109 and 310(c)  
12 of CERCLA, 42 U.S.C. §§ 9609 and 9659(c);

13 (c) All terms and conditions of this Agreement  
14 that relate to interim or final remedial actions, including  
15 corresponding schedules and deadlines, and all work associated  
16 with the interim or final remedial actions, shall be enforceable  
17 by any person pursuant to Section 310(c) of CERCLA, 42 U.S.C.  
18 § 9659(c), and any violation of such terms or conditions will be  
19 subject to civil penalties under Sections 109 and 310(c) of  
20 CERCLA, 42 U.S.C. §§ 9609 and 9659(c); and

21 (d) Any final resolution of a dispute pursuant  
22 to Part XXI of this Agreement that establishes a term, condition,  
23 schedule, or deadline shall be enforceable by any person pursuant  
24 to Section 310(c) of CERCLA, 42 U.S.C. § 9659(c), and any  
25 violation of such term, condition, schedule, or deadline will be  
26 subject to civil penalties under Sections 109 and 310(c) of



1 CERCLA, 42 U.S.C. §§ 9609 and 9659(c).

2 22.2 The Parties agree that all Parties shall  
3 have the right to enforce the terms of this Agreement.  
4

5 XXIII. STIPULATED PENALTIES

6 23.1 In the event that the Navy fails to submit a  
7 primary document to U.S. EPA and ADEC pursuant to the appropriate  
8 timetable or deadline in accordance with the requirements of this  
9 Agreement, or fails to comply with a term or condition of this  
10 Agreement that relates to an interim or final remedial action,  
11 U.S. EPA may assess a stipulated penalty against the Navy. A  
12 stipulated penalty may be assessed in an amount not to exceed  
13 five thousand dollars (\$5,000) for the first week (or part  
14 thereof), and ten thousand dollars (\$10,000) for each additional  
15 week (or part thereof) for which a failure set forth in this  
16 paragraph occurs.

17 23.2 Upon determining that the Navy has failed in  
18 a manner set forth in Paragraph 23.1, U.S. EPA shall so notify  
19 the Navy in writing. If the failure in question is not already  
20 subject to dispute resolution at the time such notice is  
21 received, the Navy shall have fifteen (15) days after receipt of  
22 the notice to invoke dispute resolution on the question of  
23 whether the failure did, in fact, occur. The Navy shall not be  
24 liable for the stipulated penalty assessed by U.S. EPA if the  
25 failure is determined, through the dispute resolution process,  
26 not to have occurred. No assessment of a stipulated penalty  
27

1 shall be final until the conclusion of dispute resolution  
2 procedures related to the assessment of the stipulated penalty.

3           23.3       The annual reports required by Section  
4 120(e)(5) of CERCLA, 42 U.S.C. § 9620(e)(5), shall include, with  
5 respect to each final assessment of a stipulated penalty against  
6 the Navy under this Agreement, each of the following:

- 7           a.     The facility responsible for the failure;
- 8           b.     A statement of the facts and circumstances  
9                 giving rise to the failure;
- 10          c.     A statement of any administrative or other  
11                 corrective action taken at the relevant  
12                 facility, or a statement of why such  
13                 measures were determined inappropriate;
- 14          d.     A statement of any additional action taken  
15                 by or at the facility to prevent recurrence  
16                 of the same type of failure; and
- 17          e.     The total dollar amount of the stipulated  
18                 penalty assessed for the particular failure.

19           23.4       Stipulated penalties assessed pursuant to  
20 this Part shall be payable to the Hazardous Substances Response  
21 Trust Fund only in the manner and to the extent expressly  
22 provided for in Acts authorizing funds for, and appropriations  
23 to, the U.S. Department of Defense.

24           23.5       In no event shall this Part give rise to a  
25 stipulated penalty in excess of the amount set forth in Section  
26 109 of CERCLA, 42 U.S.C. § 9609.

27           23.6       This Part shall not affect the Navy's  
28 ability to obtain an extension of a timetable, deadline, or  
schedule pursuant to Part XXV of this Agreement.

29           23.7       Nothing in this Agreement shall be construed

1 to render any officer or employee of the Navy personally liable  
2 for the payment of any stipulated penalty assessed pursuant to  
3 this Part.

#### 4 5 XXIV. DEADLINES

6 24.1 Enforceable deadlines (subject to extension  
7 pursuant to Parts XXV and XXXIII) for the draft primary documents  
8 are established in Attachment 1.

9 24.2 The Navy will propose secondary document  
10 target dates not otherwise established in Attachment 1. Within  
11 twenty-one (21) days of finalization of each ROD, the Navy shall  
12 submit an RD/RA SOW which includes proposed target dates for  
13 completion of the applicable draft secondary documents and  
14 deadlines for completion of the following draft primary  
15 documents:

16 (a) Remedial Design

17 (b) Remedial Action Work Plan

18 The Remedial Action Work Plan will establish additional primary  
19 and secondary documents, deadlines, and/or target dates. If the  
20 Parties agree on the proposed deadlines and/or target dates, the  
21 finalized deadlines and/or target dates shall be incorporated  
22 into the Agreement. If the Parties fail to agree within thirty  
23 (30) days of the proposed deadlines and/or target dates, the  
24 matter shall immediately be submitted for dispute resolution  
25 pursuant to Part XXI of this Agreement. The deadlines shall be  
26 published utilizing the procedures set forth in Paragraph 24.4.

1           24.3       The Navy shall provide notification to  
2 U.S. EPA and ADEC within thirty (30) days of identifying a new  
3 potential source area. Unless the Parties agree on another  
4 disposition, new source areas will be addressed under OU (D) as  
5 described in Attachment 1.

6           24.4       The final deadlines established pursuant to  
7 this Part shall be published by U.S. EPA, in conjunction with  
8 ADEC.

9  
10                               XXV. EXTENSIONS

11           25.1       Either a deadline or a schedule shall be  
12 extended upon receipt of a timely request for extension and when  
13 good cause exists for the requested extension. Any request for  
14 extension by a Party shall be submitted in writing to the Project  
15 Managers and shall specify:

- 16           a.    The deadline or the schedule that is sought to be  
17                extended;  
18           b.    The length of the extension sought;  
19           c.    The good cause(s) for the extension; and  
20           d.    Any related deadline or schedule that would be  
              affected if the extension were granted.

21 Good cause exists for an extension when sought in regard to:

- 22           a.    An event of Force Majeure;  
23           b.    A delay caused by another Party's failure to meet  
24                any requirement of this Agreement;  
25           c.    A delay caused by the good faith invocation of  
26                dispute resolution or the initiation of judicial  
              action;

- 1 d. A delay caused, or that is likely to be caused,  
2 by the grant of an extension in regard to another  
3 deadline or schedule; and  
4 e. Any other event or series of events mutually  
5 agreed to by the Parties as constituting good  
6 cause.

7 25.2 Absent agreement of the Parties with respect  
8 to the existence of good cause, the requesting Party may seek and  
9 obtain a determination through the dispute resolution process  
10 that good cause exists.

11 25.3 Within seven (7) days of receipt of a  
12 request for an extension of a deadline or a schedule, the other  
13 Parties shall advise the requesting Party, in writing, of their  
14 respective positions on the request. Any failure by the other  
15 Parties to respond within fourteen (14) days shall be deemed to  
16 constitute concurrence in the request for extension. If any  
17 Party does not concur in the requested extension, it shall  
18 include in its statement of nonconcurrence an explanation of the  
19 basis for its position.

20 25.4 If there is consensus among the Parties that  
21 the requested extension is warranted, the Navy shall extend the  
22 affected deadline or schedule accordingly. If there is no  
23 consensus among the Parties as to whether all or part of the  
24 requested extension is warranted, the deadline or schedule shall  
25 not be extended except in accordance with a determination  
26 resulting from the dispute resolution process.

27 25.5 Within seven (7) days of receipt of a  
28 statement of nonconcurrence with the requested extension, the

1 requesting Party may invoke dispute resolution.

2           25.6           A timely and good faith request for an  
3 extension shall toll any assessment of stipulated penalties or  
4 application for judicial enforcement of the affected deadline or  
5 schedule until a decision is reached on whether the requested  
6 extension will be approved. If the Navy invokes dispute  
7 resolution and the requested extension is denied, stipulated  
8 penalties may be assessed and may accrue from the date of the  
9 original deadline. Following the grant of an extension, an  
10 assessment of stipulated penalties or an application for judicial  
11 enforcement may be sought only to compel compliance with the  
12 deadline or schedule as most recently extended.

13  
14                           XXVI. FORCE MAJEURE

15           26.1           A Force Majeure shall mean any event arising  
16 from causes beyond the control of a Party that causes a delay in  
17 or prevents the performance of any obligation under this  
18 Agreement, including, but not limited to, acts of God; fire; war;  
19 insurrection; civil disturbance; explosion; unanticipated  
20 breakage or accident to machinery, equipment, or lines of pipe  
21 despite reasonably diligent maintenance; adverse weather  
22 conditions that could not be reasonably anticipated; unusual  
23 delay in transportation; restraint by court order or order of  
24 public authority; inability to obtain, at a reasonable cost and  
25 after exercise of reasonable diligence, any necessary  
26 authorizations, approvals, permits, or licenses due to action or

1 inaction of any governmental agency or authority other than the  
2 Navy; delays caused by compliance with applicable statutes or  
3 regulations governing contracting, procurement, or acquisition  
4 procedures, despite the exercise of reasonable diligence; and  
5 insufficient availability of appropriated funds, if the Navy  
6 shall have made timely request for such funds as part of the  
7 budgetary process as set forth in Part XXVII of this Agreement.  
8 A Force Majeure shall also include any strike or other labor  
9 dispute, whether or not within the control of the Parties  
10 affected thereby. Force Majeure shall not include increased  
11 costs or expenses of response actions, whether or not anticipated  
12 at the time such response actions were initiated, or  
13 normally-occurring difficulties posed by winter conditions in an  
14 arctic climate that could have been reasonably anticipated.

#### 16 XXVII. FUNDING

17 27.1 It is the expectation of the Parties to this  
18 Agreement that all obligations of the Navy arising under this  
19 Agreement will be fully funded. The Navy agrees to seek  
20 sufficient funding through the U.S. Department of Defense  
21 budgetary process to fulfill its obligations under this  
22 Agreement.

23 27.2 In accordance with Section 120(e)(5)(B) of  
24 CERCLA, 42 U.S.C. § 9620(e)(5)(B), the Navy shall include in its  
25 annual report to Congress the specific cost estimates and  
26 budgetary proposals associated with the implementation of this

1 Agreement.

2           27.3       Funds authorized and appropriated annually  
3 by Congress under the "Environmental Restoration, Defense"  
4 appropriation in the U.S. Department of Defense Appropriation Act  
5 and allocated by the DASD(E) to the Navy will be the source of  
6 funds for appropriate activities required by this Agreement  
7 consistent with Section 211 of SARA, 10 U.S.C. Chapter 160.  
8 However, should the Environmental Restoration, Defense  
9 appropriation be inadequate in any year to meet the total Navy  
10 CERCLA implementation requirements, the U.S. Department of  
11 Defense shall employ and the Navy shall follow a standardized  
12 U.S. Department of Defense prioritization process that allocates  
13 that year's appropriations in a manner that maximizes the  
14 protection of human health and the environment. A standardized  
15 U.S. Department of Defense prioritization model shall be  
16 developed and utilized with the assistance of U.S. EPA and the  
17 states.

18           27.4       Any requirement for the payment or  
19 obligation of funds, including stipulated penalties, by the Navy  
20 established by the terms of this Agreement shall be subject to  
21 the availability of appropriated funds, and no provision herein  
22 shall be interpreted to require obligation or payment of funds in  
23 violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases  
24 where payment or obligation of funds, including stipulated  
25 penalties, would constitute a violation of the Anti-Deficiency  
26 Act, the dates established requiring the payment or obligation of



1 such funds shall be appropriately adjusted.

2           27.5       If appropriated funds are not available to  
3 fulfill the Navy's obligations under this Agreement, U.S. EPA and  
4 ADEC reserve the right to initiate an action against any other  
5 person or to take any response action that would be appropriate  
6 absent this Agreement.

7           27.6       The Navy shall keep U.S. EPA and ADEC  
8 apprised of significant budget events related to this Agreement  
9 so that the Project Managers may assist in developing estimates  
10 of the resources needed to carry out this Agreement. The Navy  
11 shall honor all reasonable requests by U.S. EPA or ADEC to review  
12 documentation or information regarding the budget, which relate  
13 to this Agreement. All budget documents related to an extension  
14 request, Force Majeure, or other event based on a funding  
15 limitation shall be retained by the Navy and shall, upon request,  
16 be provided to U.S. EPA and/or ADEC.

17  
18                   XXVIII. RECOVERY OF EXPENSES

19           28.1       The Navy and U.S. EPA agree to amend this  
20 Part at a later date in accordance with any subsequent national  
21 resolution of the currently contested issue of cost  
22 reimbursement.

23           28.2       The Navy and ADEC agree to use the  
24 Defense/State Memorandum of Agreement signed on June 1, 1990, for  
25 the reimbursement of services provided in direct support of the  
26 Navy environmental restoration activities at the Site pursuant to

1 this Agreement.

3 XXIX. OTHER CLAIMS

4 29.1 Nothing in this Agreement shall constitute  
5 or be construed as a bar or release from any claim, cause of  
6 action, or demand in law or equity by or against any persons,  
7 firm, partnership, or corporation not a signatory to this  
8 Agreement for any liability it may have arising out of or  
9 relating in any way to this Agreement or the generation, storage,  
10 treatment, handling, transportation, release, or disposal of any  
11 hazardous substances, hazardous wastes, hazardous constituents,  
12 pollutants, or contaminants found at, taken to, or taken from the  
13 Site.

4 29.2 U.S. EPA and ADEC shall not be held as a  
15 Party to any contract entered into by the Navy to implement the  
16 requirements of this Agreement.

17 29.3 The Navy shall notify the appropriate  
18 federal and state natural resource trustees as required by  
19 Section 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2), and  
20 Section 2(e)(2) of Executive Order 12580. Except as provided  
21 herein, the Navy is not released from the liability that it may  
22 have pursuant to any provisions of state and federal law for any  
23 claim for damages or liability for destruction of, or loss of,  
24 natural resources.

25 29.4 This Agreement shall not restrict U.S. EPA  
26 and/or ADEC from taking any legal or response action for any

1 matter not covered by this Agreement.

3                   XXX. OTHER APPLICABLE LAWS

4                   30.1       All actions required to be taken pursuant to  
5 this Agreement shall be undertaken in accordance with the  
6 requirements of all applicable state and federal laws and  
7 regulations unless an exemption from such requirements is  
8 provided in this Agreement, CERCLA, or the NCP.

10                   XXXI. CONFIDENTIAL INFORMATION

11                   31.1       The Navy may assert on its own behalf, or on  
12 behalf of a contractor, subcontractor, or consultant, a  
13 confidentiality claim covering all or part of the information  
14 requested by any Party to this Agreement pursuant to Section 104  
15 of CERCLA, 42 U.S.C. § 9604(e), and 32 CFR Part 701. Analytical  
16 data shall not be claimed as confidential by the Navy, unless it  
17 may disclose information that has already been so classified for  
18 reasons of national security. Information determined to be  
19 confidential by the Navy pursuant to 32 CFR Part 701 shall be  
20 afforded the protection specified therein and such information  
21 shall be treated by ADEC as confidential. If no claim of  
22 confidentiality accompanies the information when it is submitted  
23 to either regulatory agency, the information may be made  
24 available to the public without further notice to the Navy.

1 XXXII. TRANSFER OF PROPERTY

2 32.1 Conveyance of title, easement, or other  
3 interest in the Site to other agencies of the United States, to  
4 private parties, and to state and local governments, shall be in  
5 accordance with Section 120 of CERCLA, 42 U.S.C. § 9620, and  
6 applicable U.S. EPA and Department of Defense guidance and  
7 policy. The Navy shall notify U.S. EPA and ADEC of any such  
8 conveyance at least ninety (90) days prior to such conveyance.  
9

10 XXXIII. MODIFICATION/AMENDMENT OF AGREEMENT

11 33.1 Modifications, extensions, and/or actions  
12 taken pursuant to Parts IX (Project Managers), XI (Sampling and  
13 Data/Document Availability), XII (Quality Assurance), XIII  
14 (Reporting), XX (Consultation with U.S. EPA and ADEC), XXIV  
15 (Deadlines), and XXV (Extensions) may be effected by the  
16 unanimous agreement of the Project Managers for U.S. EPA and  
17 ADEC, and the Commanding Officer, Engineering Field Activity,  
18 Northwest, for the Navy.

19 33.2 Modifications or amendments not permitted by  
20 Paragraph 33.1 may be effected only by the unanimous agreement of  
21 the signatories or upon completion of Dispute Resolution, as  
22 applicable.

23 33.3 Any modification or amendment shall be  
24 reduced to writing; shall be effective as of the date it is  
25 signed by all the Project Managers for U.S. EPA and ADEC, and the  
26 Commanding Officer, Engineering Field Activity, Northwest, for  
27

1 the Navy, or by the signatories, as applicable; and shall be  
2 incorporated into, and modify, this Agreement.

4 XXXIV. SEVERABILITY

5 34.1 If any provision of this Agreement is ruled  
6 invalid, illegal, or unconstitutional, the remainder of the  
7 Agreement shall not be affected by such ruling, unless the  
8 dispute resolution process determines that the severed provision  
9 materially impacts upon another provision.

11 XXXV. TERMINATION AND SATISFACTION

12 35.1 The provisions of this Agreement shall be  
13 deemed satisfied when the Parties unanimously agree that the Navy  
14 has completed its obligations under the terms of this Agreement.  
15 Any Party may propose in writing the termination of this  
16 Agreement upon a showing that the requirements of this Agreement  
17 have been satisfied. A Party opposing termination of this  
18 Agreement shall serve its objection upon the proposing Party  
19 within thirty (30) days of receipt of the proposal. Any  
20 objection shall describe in detail the additional work needed to  
21 satisfy the requirements of the Agreement. Any Party may invoke  
22 dispute resolution as to the request for or objection to a  
23 proposal to terminate.

XXXVI. RESERVATION OF RIGHTS

36.1 The Parties agree to exhaust their rights under Parts XX and XXI prior to exercising any rights to judicial review that they may have.

36.2 Nothing in this Agreement shall be construed as a restriction or waiver of any rights that U.S. EPA or ADEC may have under CERCLA, including, but not limited to, any rights under Section 113 and 310 of CERCLA, 42 U.S.C. §§ 9613 and 9659. The U.S. Department of Defense does not waive any rights it may have under CERCLA Sections 120 and 121(f)(3)(C), 42 U.S.C. §§ 9620 and 9621(f)(3)(C); Section 211 of SARA, 10 U.S.C. Chapter 160; and Executive Order 12580.

36.3 ADEC reserves its right to maintain an action under Section 121(f)(3)(B) of CERCLA, 42 U.S.C. § 9621(f)(3)(B), to challenge the selection of a remedial action that does not attain a legally applicable or relevant and appropriate standard, requirement, criteria, or limitation ("ARAR"). If ADEC exercises its right under Section 121(f)(3)(B) of CERCLA, 42 U.S.C. § 9621(f)(3)(B), ADEC shall withdraw from this Agreement within sixty (60) days following the effective date of the ROD. If ADEC exercises its right to withdraw from this Agreement, the Navy expressly reserves any jurisdictional claim or defense that it may have in regard to any legal right or remedies pursued by ADEC.

36.4 Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action

1 or work where review is barred by any provision of CERCLA,  
2 including Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).  
3

4 XXXVII. EFFECTIVE DATE

5 37.1 This Agreement is effective upon signature  
6 by all the Parties to this Agreement.  
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8  
9  
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27

1 Signature sheet for the foregoing Federal Facility Agreement  
2 for Adak, among the U.S. Environmental Protection Agency, the  
3 U.S. Department of Defense, and the Alaska Department of  
4 Environmental Conservation.  
5  
6  
7  
8

9 Elsie L. Munsell

10 ELSIE L. MUNSELL

11 Deputy Assistant Secretary of the Navy  
12 (Environment and Safety), OASN(I&E)  
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10/19/93  
Date

25 REPRESENTED BY:

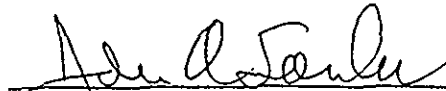
26 Judy A. Conlow, Esq.  
27 Karen Jennings, Esq.

28 FEDERAL FACILITY AGREEMENT  
NAS Adak/NSGA - Page 64

September 30, 1993



Signature sheet for the foregoing Federal Facility  
Agreement for Adak, among the U.S. Environmental Protection  
Agency, the U.S. Department of Defense, and the Alaska Department  
of Environmental Conservation.



JOHN A. SANDOR

Commissioner

Alaska Department of Environmental Conservation  
State of Alaska

November 19, 1993  
Date



CHARLES E. COLE

Attorney General


State of Alaska

11/24/93  
Date

REPRESENTED BY:

Breck C. Tostevin, Esq.

Signature sheet for the foregoing Federal Facility  
Agreement for Adak, among the U.S. Environmental Protection  
Agency, the U.S. Department of Defense, and the Alaska Department  
of Environmental Conservation.



10-19-93

GERALD A. EMISON  
Acting Regional Administrator  
Region 10  
United States Environmental Protection Agency

Date

REPRESENTED BY:

Charles M. Stringer, Esq.

FEDERAL FACILITY AGREEMENT  
NAS Adak/NSGA - Page 66

September 30, 1993

## ATTACHMENT 1

### NAVAL AIR STATION ADAK NAVAL SECURITY GROUP ACTIVITY FEDERAL FACILITY AGREEMENT SCOPE OF WORK

#### 1.0 Introduction

The purpose of Attachment 1 is to set forth the elements of work required to be performed in responding to hazardous substance/waste releases, or the threat of such releases, at or from source areas at the Naval Air Station Adak and Naval Security Group Activity (referred to collectively here as "Adak") which pose an actual or potential threat to human health or the environment. This document provides the site management approach to implement the remedial response process under the November 24, 1993 Federal Facility Agreement (the Agreement) entered into by the Navy, the State of Alaska Department of Environmental Conservation (ADEC), and the U.S. Environmental Protection Agency (US EPA).

The source areas at Adak have been placed into a single remedial investigation operable unit (OU). A critical path schedule has been developed for performing the general remedial activities at the OU, and an optimal sequence has been established for addressing each part of the OU. The OU at Adak has been designed so that Preliminary Source Evaluations (PSEs) comprise the early stages of a single Remedial Investigation/Feasibility Study (RI/FS).

All response activities performed by Adak shall be consistent with the Agreement. Figure 1 represents work schedules for completion of the remedial decision process, and was developed by the three parties during Agreement negotiations. Particular details of these work schedules, and certain definitions, may be contained in Memoranda of Agreement between the parties. The figure depicts starting, interim, and completion dates for each part of the OU, and will be updated periodically. Primary document deadlines are subject to stipulated penalties, and are contained in Table 2 of this Attachment.

The terms used in Attachment 1 shall have the same meaning as defined in Section 101 of CERCLA, 42 USC Section 9601; the NCP, 40 CFR 300.5; Section 1004 of RCRA, 42 USC Section 6903; and, Part II of the Agreement. In the event that terms or language in Attachment 1 and the Agreement are inconsistent, the Agreement shall control.

## 2.0 Source Area Grouping into the Operable Unit

Eighty-four (84) potential source areas have been identified at Adak in previous studies, and are listed in Table 1. No further remedial action was selected for six (6) of these areas. The bases for these decisions are contained in the Adak Administrative Record. The remaining source areas were either placed directly into the OU, or have been designated for parallel-track actions pursuant to a Two Party Agreement with the Navy and ADEC (see section 3.5). Levels of investigation (PSE 1, PSE 2, RI/FS, and IRA) for Operable Unit A are set out below:

- Preliminary Source Evaluation 1 (PSE 1)

(Batch #1): SWMU 2, SWMU 3, SWMU 4, SWMU 5, SWMU 6, SWMU 7, SWMU 8, SWMU 9, SWMU 12, SWMU 18, SWMU 19, SWMU 23, SWMU 26, SWMU 27, SWMU 28, SWMU 29, SWMU 30, SWMU 42, SWMU 43, SWMU 51, SWMU 54, SWMU 65, SWMU 66, SWMU 69, SWMU 70, SWMU 72, SA 91, SA 92, SA 93, SA 94, and SA 95.

(Batch #2): SWMU 1, SWMU 10, SWMU 14, SWMU 15, SWMU 16, SWMU 17, SWMU 20, SWMU 21A, SWMU 21B, SWMU 21C, SWMU 25, SWMU 52, SWMU 53, SWMU 55, SWMU 59, SWMU 67, SWMU 74, SA 75, and SA 76.

- Preliminary Source Evaluation 2 (PSE 2)

PSE 2: sites which have been evaluated through the PSE 1 process, and which require additional data collection prior to a risk management decision

- Remedial Investigation/Feasibility Study (RI/FS)

RI/FS: base-wide human health and ecological assessment, and attention to particular "PSE" sites which the project managers agree require RI/FS treatment

- Interim Remedial Action (IRA) candidates

SWMU 11 and SWMU 13

Note: Any appropriate sources may be selected for an IRA (or removal action). In particular, upon completion of PSEs for OU A the parties will evaluate whether any sources should be addressed by an IRA (or removal action) in accordance with section 3.2 of this Attachment (and applicable provisions of the NCP).

### 3.0 Description of Remedial Activities leading to ROD

#### 3.1 Remedial Investigation/Feasibility Study

The purpose of the remedial investigation/feasibility study (RI/FS) is to assess the current and future risk to receptors at Adak following the PSE process, and to develop and evaluate remedial alternatives, as appropriate. One RI/FS is currently planned for Adak.

The specific RI/FS activities to be conducted at the Adak site are segregated as follows:

- project planning (e.g., development of a Conceptual Site Model; identification of Data Quality Objectives)
- revision (if necessary) of the Base-wide Community Relations Plan
- field investigations (as required)
- sample analysis/validation (as required)
- data evaluation
- human health risk and ecological assessment. The OU A ecological risk screening assessment will involve an ecological characterization of sources and identify significant ecological exposure pathways. Data gaps identified from PSE ecological characterization screening studies will be addressed in the OU A RI/FS to maximize economy of resource utilization. The cumulative effects to human and non-human receptors from specific source area contaminations will also be assessed in the RI/FS.
- treatability studies (as required)
- RI Report, including Baseline Risk Assessment
- Remedial Alternatives Development and Screening (as required)
- Detailed Analysis of Alternatives (as required)
- RI/FS Report

To the maximum extent practicable, components of Field Sampling Plans (FSPs), Quality Assurance Project Plans (QAPjPs), Work Plans, and Health and Safety Plans (HSPs) approved under earlier OU submissions (PSEs, e.g.) will be utilized in subsequent submissions to expedite the review process and achieve consistency in the overall remedial action approach.

### 3.2 Interim Remedial Actions

The purpose of IRAs at Adak is to achieve early action using remedial authority at those sites which meet the IRA general principles discussed in the NCP. If at any time the information submitted to support the IRA is found to be equivalent to that obtained during an RI/FS and the OU is separable, then the IRA may be upgraded to an early final action.

The Preamble of the NCP, 55 Fed. Reg. 8703-8706 (March 8, 1990) states that to implement an early action under remedial authority, an operable unit for which an interim remedial action is appropriate is identified. IRA decisions are intended for straightforward sites that are limited in scope. Data sufficient to support the action decision is extracted from the ongoing RI/FS or from previous studies and an appropriate set of alternatives is evaluated. Few alternatives and in some cases only one should be developed for interim remedial actions. A completed baseline risk assessment generally will not be available or necessary to justify such an action. Qualitative risk information should be organized that demonstrates that the action is necessary to stabilize the site, prevent further degradation, or achieve significant risk reduction quickly. Supporting data, including risk information and the alternatives analysis, can be documented in a focused feasibility study. However, in cases where the relevant data can be summarized briefly and the alternatives are few and straightforward, it may be adequate and more appropriate to document the supporting information in the proposed plan.

### 3.3 Preliminary Source Evaluations

To focus the scope of the RI/FS at OU A to investigations and studies of significant exposure pathways, and to potentially identify candidates for expeditious interim remedial or removal actions, Preliminary Source Evaluations (PSEs) will be conducted at Adak.

PSEs have been qualified to be either PSE 1s or PSE 2s. PSE 1s are primarily intended as screening tools to summarize and evaluate existing information, thereby determining qualitative risk. PSE 2s, conversely, are data gathering efforts which require focused, but limited, field investigations.

Prior to performing PSE 2s, conceptual site models will be developed to identify pathways from sources of contamination to potential receptors. Based on the models, a workplan will then be generated and submitted which: establishes appropriate Data Quality Objectives (DQOs); includes a FSP and QAPJP; and preliminarily identifies potential ARARs and remedial/removal options. At the completion of the PSE 2, a PSE report containing the findings of the investigation/evaluation shall be submitted to the agencies for review and comments.

The purpose of the PSEs is to identify whether or not sites at Adak potentially pose an unacceptable risk to public health or the environment. PSEs will be designed to: 1) result in a risk management decision concerning the need to take further action, and 2) if action is needed, lead immediately to an IRA or removal action.

There are, therefore, three initial management options for sources reviewed in either PSE 1 or 2 processes: a) No Further Action (at least in terms of planning for FFA remediations. Such a decision would not prohibit future activity undertaken pursuant to State authority); b) IRA or removal; or, c) inclusion in the RI/FS. The PSE 1 process has the additional option of referral to a PSE 2. The project managers' decision will be reflected in the administrative record, and presented to the public in the OU A Proposed Plan.

If agreement cannot be reached on source disposition for areas which have undergone the PSE process, those areas will be included in the RI/FS and made subject to dispute resolution. In such an event the rationale leading to the decision shall be documented in the administrative record.

### 3.4 Base-wide Studies

Base-wide studies/investigations (e.g., for background sampling), or monitoring, not specific to particular OUs but necessary for implementation of the Agreement, will be proposed in separate Plans which will include any necessary FSPs and QAPjPs. The Project Managers will determine scheduling for these Plans, and for the follow-up Reports. Both the Plans and Reports shall be secondary documents.

### 3.5 Parallel Track Activity

Certain potential source areas at Adak, identified in Table 1., will be addressed pursuant to a companion agreement entered into by the Navy and the State of Alaska. Generally, these areas are underground storage tanks and other units where there are suspected/known releases of petroleum, oil, and/or lubricants (POL).

By a date established by the Project Managers, and at least ninety (90) days prior to submittal of the OU A RI/FS Management Plan, the Navy shall provide a report summarizing the status of all non-OU A source areas which have not previously been addressed in a ROD. Included within this group of source areas will be those areas addressed in the companion agreement. The Project Managers shall review the report, determine what actions remain to be completed, and decide how best to implement those actions. The Navy shall incorporate the Project Managers' decision into the OU A draft final RI/FS Management Plan which as a primary document will be subject to dispute resolution (per Part XXI of the Agreement).

### 3.6 Other Reports

Quarterly reports will be prepared by the Navy to briefly describe the technical progress at Adak. Quarterly reports will be submitted to EPA and ADEC as specified in the Agreement.

Monthly Site Management reports shall be provided to ADEC and EPA to update the CPM schedule, and to identify any anticipated delays in meeting upcoming deadlines and target dates. These reports may be submitted on disk if the three project managers share similar software. For any delay in a deadline or target date, an explanation of the reasons for such delays and actions taken to prevent or mitigate the delay shall be provided.

Reports or other documents not specified as primary or secondary documents in the Agreement, but that serve to further facilitate the implementation of the remedial process, may be submitted to EPA and ADEC for review and comment. These interim reports and technical memoranda are typically considered input (or feeder) documents -- such as data interpretation -- to primary or secondary documents.



The project managers are encouraged to analyze the progress of the clean up, and to engage in long-term planning on at least an annual basis. Discussions should include sequencing of work, viability of the CPM schedule, ways to increase efficiency, and/or other topics deemed appropriate by the managers. Participation during these discussions will be expanded to include project managers from the companion agreement, Station personnel, NRFs, public representatives, etc., as appropriate.

### 3.7 Recommended Training and Qualifications

To effectively and efficiently implement Attachment 1 activities, appropriate training and qualifications for all Parties' Project Managers are necessary. While the following list of training and qualifications is not required or subject to review and approval by any Party, it is recommended that all Project Managers have expertise or obtain training on a timely basis in the following subject areas:

- implementation of the terms and obligations under the Agreement and Attachment 1
- project management (using CPM)
- CERCLA, NCP, and RCRA (including relevant guidances), as they pertain to the NAS Adak FFA and Attachment 1
- Superfund remedial investigation and study procedures
- Superfund remedial design/action process
- available remedial action technologies
- OSHA Hazardous Waste Operations (29 CFR 1910.120)
- human health and ecological risk assessment
- public participation

### 3.8 Decision Process

The decision process is initiated when there is adequate information to select an interim or final remedy. Records of Decision will be signed by the following persons: EPA Regional Administrator or his/her designee, ADEC Southcentral Regional Administrator, and the appropriate Navy designee. All Proposed Plans and Record of Decisions, public review and comment periods, responsiveness summaries, and other mechanics of the decision process shall follow the NCP, US EPA guidance, and the Adak Community Relations Plan.

#### 4.0 Description of Post-ROD Remedial Activities

The decision process ends when the ROD is signed. If the ROD requires remedial action, a Remedial Design (RD) and Remedial Action (RA) Scope of Work (SOW) shall be developed after ROD signature to define schedules for successfully pursuing and completing the design and implementation of the remedy.

#### 4.1 RD/RA Scoping

Within 21 days of issuance of the ROD the Navy shall submit to the ADEC and US EPA target dates and deadlines for completion of post-ROD documents in an RD/RA SOW. The RD/RA SOW shall establish the overall strategy for managing post-ROD activity, and shall propose a time-optimal way of phasing necessary elements of the remedial design along with the preliminary strategy for conducting the remedial action. At a minimum, this RD/RA SOW shall include:

- a description of each phase, or work element, of the design (including the intended scope of each phase), and the rationale supporting the break-out; in addition, for each RD work element:
  - o a description of the design criteria and assumptions in terms of the technical requirements and performance standards contained in the ROD;
  - o the "critical path" schedule for completion of the design (with identification of necessary secondary document deliverables);
  - o a presentation of the assumptions regarding funding availability, design contractor limitations, and resource needs that have been used to establish the proposed schedules, and will be used in preparing the design;
  - o a description of treatability studies &/or additional field data collection necessary to be conducted either prior to, or concurrent with, the design; and
  - o a description of how projected short term risks associated with implementation of the work element will be assessed.
- the recommended overall RD/RA "critical path" enforceable schedule (through RA work element commencement). The schedule should include a description of the dependency of each RD work element and identification of primary document deliverables;

- anticipated overall post-ROD funding needs (for contractors, e.g.) to complete the remedial design, and funding availability;
- a proposed working schedule for completion of RD activities, and proposals to expedite those activities;
- an outline of suggested modifications to the Community Relations Plan &/or elements of the Plan which will be implemented during RD;
- identification of those secondary documents which are associated with the RD phase (e.g., RD Workplan), and target submittal dates; and,
- a description of issues which require resolution or further analysis.

To streamline the RD/RA process, the RD/RA SOW is not defined as a primary document. The Project managers, however, will have 30 days after submittal to invoke dispute resolution (pursuant to Part XXI of the Agreement) regarding its content.

#### 4.2 RD Process

If necessary, the RD/RA SOW will call for the submittal of an RD Workplan. The Workplan will be a secondary document and will be developed to include:

- a description of the scope of all preliminary and/or draft design documents
- a description of documents required for other elements of the design (e.g., Operation and Maintenance (O&M) Plan, Site Health and Safety (H&S) Plan, Quality Assurance Project Plan (QAPjP)), and schedules for their preparation
- cost estimation for RD
- requirements for correlations between plans and specifications
- identification of substantive permit requirements
- design approval procedures and requirements

Usually, one secondary design document -- the 35% (or, preliminary) Design -- shall be submitted during the RD process. The 35% Design shall include plans and specifications which have been identified in the RD/RA as crucial to an efficacious preliminary review.

A draft, or pre-final, RD shall include all aspects of the design, and shall be considered representative of approximately 90% design completion. Resolution of comments on the draft RD, and preparation of reproducible drawings and specifications ready for RD procurement, will constitute the final 10% of the RD (to be submitted in the form of a Draft Final RD). The RD shall include:

- plans/specifications for RA (including design analysis and construction drawings/specifications)
- cost estimation for RA
- appropriate plans (e.g., O&M Plan, QAPjP, Site H&S Plan)
- results of additional required studies, if any
- a summary of ARARs and remediation goals/standards identified in the ROD, and a description of how the RD meets these requirements

#### 4.3 RA Process

The RA Workplan shall incorporate, by reference, pertinent aspects of the RD Workplan (and/or the RD/RA SOW). In addition, the RA Workplan shall:

- specify all relevant changes (i.e., those changes which will impact RA) between the RD Workplan and the final RD
- update (and expand upon) the RD/RA "critical path" schedule
- update (and expand upon) the RA cost estimation
- identify all additional RA secondary documents

A Prefinal Inspection shall be conducted by the Project Managers, and possibly an independent fourth party, agreeable to the Project Managers. Following the inspection, the Navy will prepare and submit the Prefinal Inspection Report. The Report will be finalized in the context of the RA report, and shall include:

- outstanding construction requirements
- actions required to resolve items
- completion date, and date of final inspection

At the completion of remedial action the Navy shall prepare and submit an RA Report. The RA Report shall include:

- consolidation of any and all RA reports for individual work elements
- a brief description of outstanding items from the Prefinal Inspection Report
- synopsis of work discussed in the RA Workplan, and certification that this work was performed
- explanation of any modifications to the RA Workplan
- certification by an independent registered professional engineer that the implemented remedy is both operational and functional
- documentation necessary to support deletion of the site from the NPL

#### 4.4 O&M

At the completion of O&M activities the Navy will prepare and submit an O&M Report. The Report will include:

- consolidation of any and all O&M reports for individual work elements
- description of the O&M activities performed
- results of site monitoring (verifying that the remedy meets the performance criteria)
- explanation of additional O&M (including monitoring) to be undertaken at the site

Figure 1.a.  
Remedial Schedule Timeline

ID	Name	Duration	S. Start	S. Finish	1993				1994				1995			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	REMEDIAL TIMELINE SCHEDULE, NAS AOK	1497d	1/1/93	9/29/98												
2	RI/FS SCOPING INVESTIGATIONS	1497d	1/1/93	9/29/98												
3	PSE-1 BATCH 1s	237d	1/1/93	11/30/93												
4	Contract Time (Navy)	90ed	1/1/93	4/1/93												
5	Scoping (proj. mgrs.)	4ed	4/1/93	4/5/93												
6	Collection of Data (Navy)	63ed	4/5/93	6/7/93												
7	Construction of CSM & PSE Prep	45ed	6/7/93	7/22/93												
8	Internal Navy Review of PSE-1s	30ed	7/22/93	8/21/93												
9	Finalize Internal PSE-1 (Navy)	20ed	8/23/93	9/12/93												
10	Review PSE-1s (PMs)	30ed	9/20/93	10/20/93												
11	Rewrite PSE-1 (Navy) if necessary	22ed	10/20/93	11/11/93												
12	Meet to discuss PSE-1s (PMs)	3ed	11/11/93	11/14/93												
13	PMs review Final PSE-1s and memorialize decisions on sites	15ed	11/15/93	11/30/93												
14	PSE-2 BATCH 1s	564d	1/1/93	3/2/95												
15	Contract time (Navy)	90ed	1/1/93	4/1/93												
16	Collect data on PSE-1 Batch-1 Sites	173ed	1/1/93	6/23/93												
17	Review PSE-1 Batch-1s to scope PSE-2s (PMs)	3ed	10/20/93	10/23/93												
18	Prep PSE-2 WP (CSM, QAPP, SOW)	70ed	10/25/93	1/3/94												
19	Navy Review WP	30ed	1/3/94	2/2/94												
20	Finalize WP to Draft Stage for PMs review	30ed	2/2/94	3/4/94												
21	Review of Draft WP (PMs)	30ed	3/4/94	4/3/94												

Project:  
Date: 10/12/93

Critical



Progress



Summary



Noncritical



Milestone



Rolled Up



ID	Name	Duration	S. Start	S. Finish	1993				1994				1995			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
22	Finalize PSE-2 Work Plans (Navy)	30ed	4/4/94	5/4/94												
23	Field sampling and data collection	90ed	5/4/94	8/2/94												
24	Review of raw PSE-2 data to outline report (PMs)	10ed	8/2/94	8/12/94												
25	PMs decision on IRA/RA . (IRA generic timeline)	5ed	8/2/94	8/7/94												
26	Preparation of PSE-2 Reports (Navy)	97ed	8/8/94	11/13/94												
27	Navy Review of Pre-draft PSE-2 Reports	30ed	11/14/94	12/14/94												
28	Finalize PSE-2 Reports for Draft Submittal to all PMs	30ed	12/14/94	1/13/95												
29	Review of Draft PSE-2 reports by PMs	30ed	1/13/95	2/12/95												
30	Decisions by PMs if necessary (IRAs, NFA, RI/FS)	1ed	1/13/95	1/14/95												
31	Revise Draft PSE-2 Reports (if necessary) (Navy)	30ed	1/16/95	2/15/95												
32	Review of Draft Final PSE-2 Reports by PMs	15ed	2/15/95	3/2/95												
33	PSE-1s BATCH II	241d	10/18/93	9/20/94												
34	Contract Time (Navy)	90ed	10/18/93	1/16/94												
35	Collection of data/info and construction of CSM and Report	105ed	1/17/94	5/2/94												
36	PMs meet to discuss PSE-1 report preparation process	0ed	5/2/94	5/2/94												
37	Navy review of pre-draft PSE-1 Reports	30ed	5/2/94	6/1/94												
38	Finalize PSE-1 for Draft Submittal to all PMs	30ed	6/1/94	7/1/94												
39	PMs review final PSE-1 Batch IIs	30ed	7/1/94	7/31/94												
40	PMs meet to discuss Draft PSE-1 Batch IIs	3ed	8/1/94	8/4/94												
41	Navy revises PSE-1 Batch IIs if necessary	30ed	8/4/94	9/3/94												
42	PMs review Final PSE-1s and memorialize decisions on sites	15ed	9/5/94	9/20/94												

Project:  
Date: 10/12/93

Critical



Progress



Summary



Noncritical



Milestone



Roll Up





ID	Name	Duration	S. Start	S. Finish	1993				1994				1995			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
43	PSE-2s BATCH II	520d	4/1/94	3/29/96												
44	Contract time (Navy)	90ed	4/1/94	6/30/94												
45	Review PSE-1 Batch-2s to scope PSE-2s (PMs)	30ed	7/1/94	7/31/94												
46	Prep PSE-2 WP (CSM, QAPP, SOW)	154ed	7/31/94	1/1/95												
47	Navy Review WP	30ed	1/1/95	1/31/95												
48	Finalize WP (internal)	30ed	1/31/95	3/2/95												
49	Review of WP (pms)	30ed	3/2/95	4/1/95												
50	Finalize PSE-2 Work Plans (Navy)	30ed	4/1/95	5/1/95												
51	CONTRACT FOR EXECUTION OF PSE-2 BATCH IIs	90ed	4/1/95	6/30/95												
52	Field sampling and data collection	90ed	5/1/95	7/30/95												
53	Review of raw PSE-2 data to outline report (PMs) and scope RI	10ed	7/30/95	8/9/95												
54	Preparation of PSE-2 Reports (Navy)	97ed	8/9/95	11/14/95												
55	Navy Review of Pre-draft PSE-2 Reports	30ed	11/14/95	12/14/95												
56	Finalize PSE-2 Reports for Draft Submittal to all PMs	30ed	12/14/95	1/13/96												
57	Review of Draft PSE-2 reports by PMs	30ed	1/13/96	2/12/96												
58	Decisions by PMs (IRAs, NFA, RI/FS)	10ed	2/12/96	2/22/96												
59	Revise Draft PSE-2 Reports (if necessary) (Navy)	30ed	2/13/96	3/14/96												
60	Review of Draft Final PSE-2 Reports by PMs	15ed	3/14/96	3/29/96												
61	OPERABLE UNIT "A" RI/FS	866d	6/3/95	9/29/98												
62	Contract Time (Navy)	90ed	6/3/95	9/1/95												
63	Collection of data, prep. CSM/DQO/ARAR/TBC and MP	154ed	9/1/95	2/2/96												

Project:  
Date: 10/12/93

Critical



Progress



Summary



Noncritical



Milestone



Rolled Up



ID	Name	Duration	S. Start	S. Finish	1996				1997				1998			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
64	Internal Navy Review of Pre-Draft RI/FS MP	30ed	2/2/96	3/3/96	■											
65	Finalize Draft RI/FS MP for review by PMs	30ed	3/4/96	4/3/96	■											
66	Review of RI/FS-MP by PMs (Navy revises MP in 30 days for	30ed	4/3/96	5/3/96		■										
67	Revise RI/FS Draft to Draft Final (Navy)	30ed	5/3/96	6/2/96		■										
68	PMs review Draft Final RI/FS MP	15ed	6/3/96	6/18/96		■										
69	Field sampling/data collect/valid, Navy begins RI report, EPA	230ed	6/18/96	2/3/97		■	■	■								
70	Review of pre RI info to direct development of report (PMs)	10ed	2/3/97	2/13/97					■							
71	Completion of Draft RI Report & Preliminary FS information (Navy)	90ed	2/13/97	5/14/97					■	■	■					
72	Review of RI Report Pre-Draft (Navy)	30ed	5/14/97	6/13/97						■	■					
73	Finalization of Draft RI for PMs review	30ed	6/13/97	7/13/97						■	■					
74	Review of Draft RI Report by PMs	30ed	7/14/97	8/13/97						■	■					
75	FS Scoping by Project Managers	5ed	8/13/97	8/18/97						■	■					
76	Finalize RI to Final Draft after review by PMs (Navy)	30ed	8/13/97	9/12/97						■	■					
77	Preparation of RI/FS (Navy)	60ed	8/18/97	10/17/97						■	■					
78	Internal Review of RI/FS	30ed	10/17/97	11/16/97						■	■					
79	Finalization of RI/FS to Draft Stage for review by PMs	20ed	11/17/97	12/7/97						■	■					
80	Review of Draft RI/FS Report by PMs	30ed	12/8/97	1/7/98						■	■					
81	Navy finalizes RI/FS report to Draft Final Stage	30ed	1/7/98	2/6/98						■	■					
82	PMs review Draft Final RI/FS	15ed	2/6/98	2/21/98						■	■					
83	Finalization of RI/FS, Prepare PP, begin Public Comment	72d	1/7/98	4/17/98						■	■	■				
84	Scoping meetings(s) for PP annotated outline and	1ed	1/7/98	1/8/98						■	■					

Project:  
Date: 10/12/93

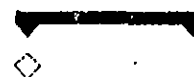
Critical  
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Progress  
Milestone



Summary  
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ID	Name	Duration	S. Start	S. Finish	1998				1999				2000			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
85	Preparation of PP "working draft" (Navy)	30ed	1/8/98	2/7/98	■											
86	Review of PP "working draft" (PMs)	9ed	2/7/98	2/16/98	■											
87	PMs meet to write 2nd draft of PP	3ed	2/16/98	2/19/98	■											
88	Review of 2nd draft PP at Navy, EPA, and ADEC (sec doc)	24ed	2/19/98	3/15/98	■											
89	PMs meet to resolve comments on 2nd draft PP and develop ROD	6ed	3/16/98	3/22/98	■											
90	Preparation of ROD "working draft" (Navy)	35ed	3/16/98	4/20/98	■											
91	Finalization of draft PP (PMs)	20ed	3/23/98	4/12/98	■											
92	Navy Reproduces PP & Mails	10ed	4/13/98	4/23/98	■											
93	PUBLIC COMMENT PERIOD AND PREPARATION OF DRAFT ROD	44d	4/23/98	6/24/98	■	■										
94	Public Comment Period	30ed	4/23/98	5/23/98	■											
95	Review of ROD "working draft" (PMs)	14ed	4/23/98	5/7/98	■											
96	PMs meet to discuss "working draft" of ROD	1ed	5/7/98	5/8/98	■											
97	Navy prepares draft ROD	46ed	5/8/98	6/23/98	■	■										
98	Preparation of draft Responsiveness Summary	30ed	5/25/98	6/24/98	■	■										
99	Review of draft ROD & Responsiveness Summary at Navy,	30ed	6/24/98	7/24/98	■	■										
100	PMs meet to resolve draft ROD comments and begin to "brief"	7ed	7/24/98	7/31/98	■	■										
101	Navy prepares draft Final ROD (and begins work on RD/RA SOW)	23ed	7/31/98	8/23/98	■	■										
102	Review of draft final ROD at Navy, EPA, and ADEC	15ed	8/24/98	9/8/98	■	■										
103	Final concurrence Briefs on Draft Final ROD	21ed	9/8/98	9/29/98	■	■										
104	Final ROD due	0d	9/29/98	9/29/98	◆											
105																

Project:  
Date: 10/28/93

Critical



Progress



Summary



Noncritical



Milestone



Rolled Up



Figure 1.b.

Generic timeline for IRA

ID	Name	Duration	S. Start	S. Finish	1993				1994				1995			
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
106	GROUNDWATER/BACKGROUND SAMP/ECOLOGICAL STUDY REPORTS	401d	8/30/93	3/14/95												
107	Construction of BSP including QAPP	60ed	8/30/93	10/29/93												
108	Navy review of Draft BSP and QAPP	15ed	10/30/93	11/14/93												
109	Contract Time for Ecological Habitat Study	90ed	10/18/93	1/16/94												
110	Prepare and execute Eco Survey Plan	60ed	1/17/94	3/18/94												
111	Navy Review of Eco Survey Plan	15ed	3/18/94	4/2/94												
112	Finalize Eco Survey for Draft Final Stage (Navy)	15ed	4/4/94	4/19/94												
113	PMs review of Eco Survey Plan	30ed	4/19/94	5/19/94												
114	Finalize BSP to Draft Final Stage	15ed	11/15/93	11/30/93												
115	PMs review Draft Final BSP	32ed	11/30/93	1/1/94												
116	PMs confer to scope Ecological Study and BSP	1d	1/3/94	1/3/94												
117	Navy revises Draft Final BSP	30ed	1/4/94	2/3/94												
118	Contract Time for Execution of BSP	90ed	1/1/94	4/1/94												
119	Field sampling for BSP, GWS, and Eco Survey	110ed	5/20/94	9/7/94												
120	PMs review preliminary data from BPS, GWS, and Eco Survey field work	1d	9/7/94	9/7/94												
121	Complete report prep for BSP, GWS, and Eco Survey	60ed	9/8/94	11/7/94												
122	Navy review of Draft BSP, GWS, and Eco Survey Report	30ed	11/7/94	12/7/94												
123	Finalization of BS, GWS, and Eco Survey to Draft Final Stage	24ed	12/7/94	12/31/94												
124	Review of BS, GWS, and Eco Survey Report by PMs	30ed	1/2/95	2/1/95												
125	Navy revised BS, GWS, and Eco Survey reports to final stage	30ed	2/1/95	3/3/95												
126																

Project:  
Date: 10/12/93

Critical



Progress



Summary



Noncritical



Milestone



Rolled Up



ID	Name	Duration	Year 1				Year 2				Year 3				Year 4			
			Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
127	GENERIC IRA TIMELINE FOR NAS ADAK	297d																
128	Contract Time for Navy	90ed																
129	Collection of data/info on site remedial tech., development of	40ed																
130	Preparation of PP "working draft" (incl. mtg. to discuss PP outline)	30ed																
131	PMs meet to discuss project, preferred remedies, costs and schedule	1ed																
132	Review of PP "working draft" (PMs)	5ed																
133	PMs meet to write 2nd draft of PP	5ed																
134	Review of 2nd draft PP by PMs (2nd doc)	23ed																
135	PMs meet to resolve comments on 2nd draft PP & develop IRA ROD	7ed																
136	Preparation of ROD "working draft"	37ed																
137	Finalization of Draft PP (Navy, EPA, ADEC)	20ed																
138	Navy reproduces PP and mails	10ed																
139	PUBLIC COMMENT PERIOD AND PREPARATION OF DRAFT ROD	44d																
140	Public comment period	30ed																
141	Review of ROD "working draft" (PMs)	14ed																
142	PMs meet to discuss "working draft" of ROD	1ed																
143	Navy prepares draft ROD	45ed																
144	Preparation of Responsiveness Summary (Navy)	30ed																
145	Review of draft ROD & Responsiveness Summary at Navy	30ed																
146	PMs meet to resolve draft ROD comments and begin internal briefs	7ed																
147	Navy prepares draft Final ROD	23ed																

Project:  
Date: 10/12/93

Critical



Noncritical



Progress



Milestone



Summary



Rolled Up



ID	Name	Duration	Year 1				Year 2				Year 3				Year 4			
			Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
148	Preparation of RD/RA SOW (Navy)	80ed																
149	Review of draft final ROD at Navy, EPA, ADEC	15ed																
150	Final concurrence briefs on Draft Final ROD (ROD final due on 6/6/94)	21ed																
151	Review of Draft RD/RA SOW/Workplan by PMs	30ed																
152	Revision of RD/RA SOW to address PM comments to Final. (App. to final	30ed																
153																		
154																		
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168																		

Project:  
Date: 10/12/93

Critical



Progress



Summary



Noncritical



Milestone



Rolled Up



Table 1.

POTENTIAL SOURCE AREAS  
AS OF THE EFFECTIVE DATE OF THE AGREEMENT

<u>SWMU#</u>	<u>SITE#</u>	<u>OU#</u>	<u>DESCRIPTION</u>	<u>STATUS</u>
1	1	A	Andrew Lk OB/OD & range	FFA
2	2	A	Causeway Landfill/mine field	FFA
3	3	A	Clam Lagoon/Pringle Hill	FFA
4	4	A	S Davis Rd Landfill	FFA
5	5	A	N " " "	FFA
6	6	A	Andrew Bay Drum Disp #1	FFA
7	7	A	" " " " #2	FFA
8	8	A	Andrew Lk Landfill (including shoreline)	FFA
9	9	A	Black Powder Club	FFA
10	37	A	Old Bailer	FFA
11	11	A	Palisades Lk Landfill	FFA
12	12	A	Qtmaster Rd Disp Area	FFA
13	13	A	Metals landfill	FFA
14	14	A	Old Pesticide Stor & Disp Area (and gasoline stn)	FFA
15	15	A	Future Jobs/DRMO (Old Haz Waste Storage)	FFA
16	16	A	Fire Training Area (including SWMUs 32 and 33)	FFA
17	17	A	Power Plant #3 Area (including SWMUs 36, 37, 38, 39, 40, and 63)	FFA
18	18	A	S Sector Drum Disp Area	FFA



Table 1. continued

<u>SWMU#</u>	<u>SITE#</u>	<u>OU#</u>	<u>DESCRIPTION</u>	<u>STATUS</u>
19	19	A	Quarry Metal Disp Area ( & current WA landfill)	FFA
20	20	A	White Alice/Trout Creek	FFA
21A	21A	A	White Alice Upper Quarry	FFA
21B	21B	A	" " Lower Quarry	FFA
21C	21C	A	" " East Disp	FFA
22	( )	( )	Drum Stor S. of Tank Farm A	STATE*
23	23	A	Heart Lk Drum Disp Area	FFA
24	( )	( )	Haz Waste Contr Stor Facil.	No Action Under FFA
25	25,24	A	Roberts Landfill	FFA
26	26	A	Mitt Lk Drum Disposal	FFA
27	27	A	Lk Leone Drum Disposal	FFA
28	28	A	Lk Betty Drum Disposal	FFA
29	29	A	Finger Bay Landfill	FFA
30	30	A	Magazine #4 Landfill	FFA
31	31	( )	Runway 18-36 Drum Disp	STATE*
34	( )	( )	Steam Plant #4 Stor Area	STATE*
35	( )	( )	GSE POL Tank	STATE*
41	( )	( )	GSE Oil Storage Area	STATE*
42	( )	A	" Steam Clean OWS (sump)	FFA
43	( )	A	AIMD Acid Battery Stor Area	FFA
44	( )	( )	" POL Stor Area	STATE*
45	( )	( )	Sewage Treatment Plant (including SWMUs 46, 47, 48, 49, and 50)	STATE*

Table 1. continued

<u>SWMU#</u>	<u>SITE#</u>	<u>OU#</u>	<u>DESCRIPTION</u>	<u>STATUS</u>
51	()	A	NSGA #10354 Waste Stor Area	FFA
52	36	A	Loran Transmitter Complex (including 3 USTs)	FFA
53	36	A	" Paint/Workshop Bldg	FFA
54	()	A	NMCB Battery Storage	FFA
55	55	A	Public Works Transportn Dept Waste Storage	FFA
56	()	()	Public Works Transportn Dept Storage Tank	STATE*
57	()	()	Refueling Dock OW Stor Tank	STATE*
58	()	()	NSGA #10348 JP5 Tank	STATE*
59	36	A	Loran Boiler & Barracks	FFA
60	32	()	Tank Farm A	STATE*
61	()	()	Tank Farm B	STATE*
62	()	()	New Housing Fuel Leak	STATE*
64	()	()	Tank Farm D	STATE*
65	()	A	Contractor's Camp Bldg Fire	FFA
66	10	A	Palisades Lk PCB Spill	FFA
67	22	A	White Alice PCB Spill Site	FFA
68	()	()	New Pesticide Storage	No Action Under FFA
69	()	A	Ski Lodge Waste Pile	FFA

Table 1. continued

<u>SWMU#</u>	<u>SITE#</u>	<u>OU#</u>	<u>DESCRIPTION</u>	<u>STATUS</u>
70	()	A	Davis Rd Asphalt Drums	FFA
71	()	()	NSGA Fueling Facility	No Action Under FFA
72	()	A	" Transportatn Bldg 10354	FFA
73	()	()	" OW Separator	STATE*
74	34	A	Old Batch Facility	FFA

<u>SA#</u>	<u>SITE#</u>	<u>OU#</u>	<u>DESCRIPTION</u>	<u>STATUS</u>
75	38	A	(Cablevision) Asphalt Storage Area	FFA
76	39	A	Old Line Shed Bldg	FFA
77	71	()	Fuel Div Area Drum Stor	No Action Under FFA
78	()	()	NSGA Transportation (USTs)	STATE*
79	()	()	Main Davis Rd P'line	STATE*
80	()	()	Stm Plant #4 (not including SWMU 34)	STATE*
81	()	()	Gun Trrt Hill USTs	STATE*
82	()	()	P80, P81 (Bldg 10333 & 10334) USTs	STATE*
83	()	()	Frmr Chfs Club Statn	No Action Under FFA
84	()	()	Sand Shed	STATE*
85	()	()	New Baler Bldg	STATE*
86	()	()	Old HV Child Care	STATE*
87	()	()	Old Zeto Pt Wizard Stn	STATE*

Table 1. continued

<u>SA#</u>	<u>SITE#</u>	<u>OU#</u>	<u>DESCRIPTION</u>	<u>STATUS</u>
88	()	()	P70 Energy Gen	STATE*
89	()	()	Tank Farm C	STATE*
90	()	()	Husky Rd Landfill	No Action Under FFA
91	()	A	Airplane Crash Sites	FFA
92	()	A	Waste Ordnance Pile/Fin Field	FFA
93	()	A	WWII Mortar Impact Area	FFA
94	()	A	Chemical Weapons Disposal	FFA
95	()	A	Transformer Disposal Area	FFA

\* refer to Section 3.5.



DEPARTMENT OF THE NAVY

ENGINEERING FIELD ACTIVITY, NORTHWEST  
NAVAL FACILITIES ENGINEERING COMMAND

19917 7TH AVENUE N.E.

POULSBO, WASHINGTON 98370-7570

5090-ADAK

Ser. T4MM/345

AUG 25 1998

Ms. Christina Goff,  
FFA Project Manager, Adak Island, Alaska  
ADEC Division of Spill Prevention and Response  
Contaminated Sites/Department of Defense Oversight  
555 Cordova Avenue  
Anchorage, AK 99501

Mr. Chris Cora  
FFA Project Manager, Adak Island, Alaska  
United States Environmental Protection Agency  
Region 10  
Mail Stop HW124  
1200, Sixth Avenue  
Seattle, WA 98101

Dear Ms. Goff and Mr. Cora:

Pursuant to Section IX paragraph 9.2 of the October 1993 Federal Facilities Agreement for Adak Island, Alaska the Navy proposes to create operable unit B (OU B) to address remedial investigations and actions related to the presence of unexploded ordnance (UXO) and ordnance explosives (OE) on the military reservation at Adak Island, Alaska. The record of decision (ROD) for the existing operable unit A (OU A) will be revised to eliminate reference to remedial investigations and actions related to the presence of UXO and OE. All other aspects of the ROD for OU A will be developed consistent with the proposed plan which has completed its public comment period.

Upon concurrence of project managers for the United States Environmental Protection Agency and the Alaska Department of Environmental Conservation with this proposal, the Navy will initiate negotiations with parties the FFA to develop a schedule for completion of the ROD for OU B which will be the final ROD for the site at Adak Island.

Please provide signatures in the blocks provided on the enclosed signature page to indicate concurrence with the Navy's proposal to create OU B as described above or provide written comments on this proposal by August 26, 1998.

If you have any questions, please contact me at (360) 396-0049.

Sincerely,



MARK S. MURPHY  
Remedial Project Manager  
By direction of the  
Commanding Officer

Encl: Concurrency Signature Block for Creation of OU  
B, Adak Island, Alaska

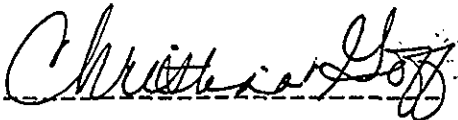
Copy to: NAF Adak Environmental Dept.;  
ATTN: LCDR Herriot, CSO

Signature sheet indicating concurrence with the proposal to create operable unit B (OU B) to address remedial investigations and actions related to the presence of unexploded ordnance (UXO) and ordnance explosives on the military reservation at Adak Island, Alaska.



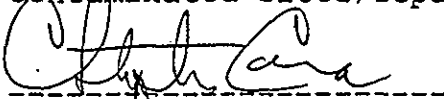
MARK S. MURPHY

FFA Project Manager, Adak Island, Alaska  
U.S. Navy



CHRISTINA GOFF

FFA Project Manager, Adak Island, Alaska  
Alaska Department of Environmental Conservation  
Division of Spill Prevention and Response  
Contaminated Sites/Department of Defense Oversight



CHRISTOPHER CORA

FFA Project Manager, Adak Island, Alaska  
United States Environmental Protection Agency



DEPARTMENT OF THE NAVY

ENGINEERING FIELD ACTIVITY, NORTHWEST

NAVAL FACILITIES ENGINEERING COMMAND

19917 7TH AVENUE N.E.

POULSBRO, WASHINGTON 98370-7570

**R E C E I V E D**

5090-ADAK

Ser T4MM/004

JAN 28 1999

DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

JAN 20 1999

Mr. Kevin Oates  
FFA Project Manager, Adak Island, Alaska  
ADEC Division of Spill Prevention and Response  
Contaminated Sites/Department of Defense Oversight  
555 Cordova Avenue  
Anchorage, AK 99501

Mr. Chris Cora  
FFA Project Manager, Adak Island, Alaska  
United States Environmental Protection Agency  
Region 10  
Mail Stop HW-124  
1200, Sixth Avenue  
Seattle, WA 98101

Re: Revised Operable Unit "A" and Operable Unit "B"  
Schedules

Dear Mr. Oates and Mr. Cora:

Pursuant to previous agreement of FFA project managers (see correspondence 5090-ADAK, Ser T4MM/345 dated August 25, 1998) the Navy, United States Environmental Protection Agency, and the Alaska Department of Environmental Conservation have negotiated a revised schedule for Operable Unit "A" (enclosure (2)), as well as a schedule for deliverables leading to a Record of Decision (ROD) for Operable Unit "B" (see enclosure (3)).

Please provide signatures in the blocks provided on the attached signature page to indicate concurrence with the schedules provided as enclosure (2) and enclosure (3) or provide written comments on these schedules no later than January 29, 1999.

If you have any questions, please contact me at (360) 396-0070.



Sincerely,



MARK S. MURPHY

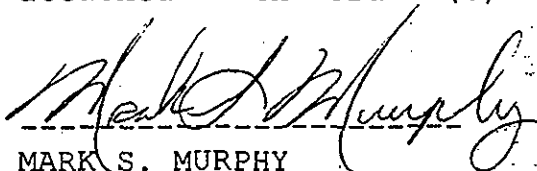
Remedial Project Manager

By direction of the  
Commanding Officer

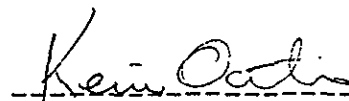
Encl: (1) Concurrence Signature Block for Revised  
Operable Unit "A" Schedule and Operable Unit  
"B" Schedule  
(2) Revised Operable Unit "A" Schedule  
(3) Operable Unit "B" Schedule

Copy to: NAF Adak Environmental Dept..  
Adak Administrative Record (Poulsbo)  
Adak Information Repository (Anchorage, AK)

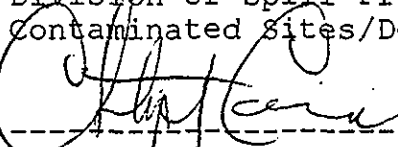
Signature sheet indicating concurrence with the proposed Revised Schedule for Operable Unit "A" (attached as enclosure (2) and the Schedule for Operable Unit "B" attached as enclosure (3).

 1/20/99

MARK S. MURPHY  
FFA Project Manager, Adak Island, Alaska  
U.S. Navy

 1/29/99

KEVIN OATES  
FFA Project Manager, Adak Island, Alaska  
Alaska Department of Environmental Conservation  
Division of Spill Prevention and Response  
Contaminated Sites/Department of Defense Oversight

 1/25/99

CHRISTOPHER CORA  
FFA Project Manager, Adak Island, Alaska  
United States Environmental Protection Agency

## REVISED SCHEDULE FOR OPERABLE UNIT "A" ADAK

### Primary Documents

#### OPERABLE UNIT "A" REVISED ROD

Revised ROD	January 8, 1999
Comment on Revised ROD (EPA/ADEC)	February 11, 1999
Revised Draft Final ROD (Navy)	March 18, 1999
Review Revised Draft Final ROD* (EPA/ADEC)	April 5, 1999
EPA/NAVY/ADEC Complete Briefing Of Revised Draft Final ROD**	April 19, 1999
Operable Unit "A" ROD Final	April 19, 1999

#### SWEEPER CREEK REMEDIAL DESIGN

Draft RD for Sweeper Creek (Navy)	March 15, 1999
Review Draft RD for Sweeper Creek (EPA/ADEC)	April 15, 1999
Draft Final RD for Sweeper Creek* (Navy)	May 17, 1999
Review Draft Final RD for Sweeper Creek (EPA/ADEC)	June 2, 1999
Sweeper Creek RD Finalized**	June 2, 1999

**SWMU #17 REMEDIAL DESIGN**

Draft RD for SWMU #17 (Navy)	March 15, 1999
Review Draft RD for SWMU #17 (EPA/ADEC)	April 15, 1999
Draft Final for SWMU #17 (Navy)	May 17, 1999
Review Draft Final RD for SWMU #17	June 2, 1999
SWMU #17 RD Finalized**	June 2, 1999

\*This document will be submitted to EPA and ADEC as a Draft Final primary deliverable subject to review requirements outlined in Section 20.3 of the FFA.

\*\*Assumes no issues are identified by EPA or ADEC which would prevent the document from going final according to the process described in Section 20.3 of the FFA.

NOTE: All primary and secondary document submittals will be in draft form. Subsequent review and revisions of draft document submittals are subject review requirements outlined in Section XX of the FFA.

## SCHEDULE FOR OU "B" ADAK

### Primary Documents

Draft Final Adak Reuse "Options" Scoping Document for UXO Remedial Investigations* (Navy)	January 29, 1999
Review Draft Final Adak Reuse "Options" Scoping Document for UXO Remedial Investigations (EPA/ADEC)	February 16, 1999
Draft UXO Remedial Investigations Work Plan (RI/FS Work Plan) for OU "B" (Navy)	March 8, 1999
Review of Draft RI/FS Work Plan For OU "B" (EPA/ADEC)	April 8, 1999
Draft Final RI/FS Work Plan (Navy)*	May 10, 1999
Review Draft Final RI/FS Work Plan (EPA/ADEC)	May 25, 1999
Final RI/FS Work Plan**	May 25, 1999
Draft RI/FS Report (Navy)	January 31, 2000
Review of Draft RI/FS Report (EPA/ADEC)	March 2, 2000
Draft Final RI/FS Report* (Navy)	April 3, 2000
Review Draft Final RI/FS Report (EPA/ADEC)	April 19, 2000
Final RI/FS Report**	April 19, 2000
Draft ROD and Responsiveness Summary (Navy)	December 31, 2000
Review Draft ROD and Responsiveness Summary (EPA/ADEC)	January 31, 2001
Draft Final ROD* (Navy)	March 4, 2001

Review Draft Final ROD (EPA/ADEC) March 19, 2001

Navy/EPA/ADEC Brief Draft Final ROD\*\* April 10, 2001

Operable Unit "B" Final ROD April 10, 2001

**Secondary Documents**

Draft Proposed Plan (Navy) June 14, 2000

Review/Revise Draft Proposed  
(Navy/EPA/ADEC) July 26, 2000

Final Proposed Plan (Navy) September 13, 2000

\*This document will be submitted to EPA and ADEC as a Draft Final primary deliverable subject to review requirements outlined in Section 20.3 of the FFA.

\*\*Assumes no issues are identified by EPA or ADEC which would prevent the document from going final according to the process described in Section 20.3 of the FFA.

NOTE: All primary and secondary document submittals will be in draft form. Subsequent review and revisions of draft document submittals are subject review requirements outlined in Section XX of the FFA.



**DEPARTMENT OF THE NAVY**

**ENGINEERING FIELD ACTIVITY, NORTHWEST  
NAVAL FACILITIES ENGINEERING COMMAND**

**19917 7TH AVENUE N.E.  
POULSBRO, WASHINGTON 98370-7570**

5090-ADAK  
Ser 00843  
March 1, 2002

Ms. Elim Yoon  
ADEC Division of Spill Prevention and Response  
Contaminated Sites/Department of Defense Oversight  
555 Cordova Street  
Anchorage, AK 99501-2617

Mr. Kevin J. Oates  
United States Environmental Protection Agency  
Alaska Operations Office Room 537  
Federal Building  
222 West Seventh Avenue Suite 19  
Anchorage, Alaska 99513-7588

Re: Amendment Number 3 to Adak Federal Facility  
Agreement (FFA)

Dear Mr. Oates and Ms. Yoon:

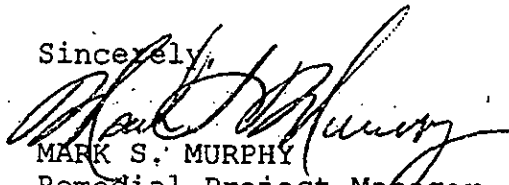
Pursuant to previous agreement of the FFA project managers and as provided in Paragraph 9.8 of the FFA, the Navy, United States Environmental Protection Agency, and the Alaska Department of Environmental Conservation have agreed to the amendment as follows. The FFA Project Managers have identified specific petroleum sites in the OU-A Record of Decision (ROD) that may require further action and have agreed to incorporate them in the State-Adak Environmental Restoration Agreement (SAERA). The revised Attachment A of the amended SAERA lists the specific sites and the revised Attachment B provides the schedule for completion of remedial decision documents as appropriate for sites listed in Attachment A. As provided in the ROD, to the extent that these specific sites require remediation in the future, cleanup decisions will be made in accordance with Alaska State regulation 18 AAC 75.325 through AAC 75.390. The sites will be subject to CERCLA 5 year procedures as appropriate. In addition, EPA will review and concur on final closure reports for these sites. As stated in correspondence from EPA Region 10 dated December 18, 2001, EPA has determined the changes are consistent with the Adak FFA, the SAERA as well as the OU-A ROD for the former Naval complex at Adak.

The FFA Project Managers have further agreed that to the extent there is a disparity between the FFA and SAERA agreements regarding the sites listed in the revised Attachment A, the SAERA shall control.

Your signature on the attached signature page indicates concurrence with this amendment to the FFA.

If you have any questions, please contact me at (360) 396-0070.

Sincerely,



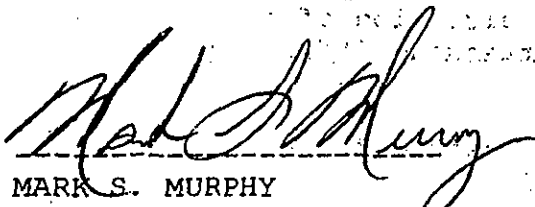
MARK S. MURPHY  
Remedial Project Manager  
By direction of the  
Commanding Officer

Encl: (1) Concurrence Signature Block for Adak FFA  
Amendment Number 3

Copy to: Adak Administrative Record (EFA NW Poulsbo, WA)  
Adak Information Repository (Anchorage, AK)

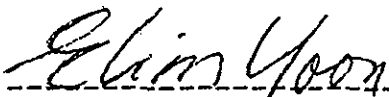


Signature sheet indicating concurrence with the proposed  
Amendment Number 3 to the Adak Federal Facility Agreement.

 3/1/02

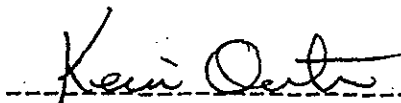
MARK S. MURPHY

FFA Project Manager, Adak Island, Alaska  
United States Navy Engineering Field Activity Northwest



ELIM YOON

FFA Project Manager, Adak Island, Alaska  
Alaska Department of Environmental Conservation  
Division of Spill Prevention and Response  
Contaminated Sites/Department of Defense Oversight

 3/1/02

KEVIN J. OATES

FFA Project Manager, Adak Island, Alaska  
United States Environmental Protection Agency  
Alaska Operations

**AMENDMENT NUMBER 0001 TO  
STATE-ADAK ENVIRONMENTAL RESTORATION AGREEMENT  
BETWEEN  
UNITED STATES NAVY AND  
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

The United States Navy (Navy) and the Alaska Department of Environmental Conservation (ADEC) agree to modify the Listing of Sites, that is Attachment A to the State-Adak Environmental Restoration Agreement (SAERA) dated January 5, 1994. Pursuant to Section 9.8 of the Adak Federal Facility Agreement (FFA), and Paragraph 85 of the SAERA, the Navy and ADEC agree as stated below.

**BACKGROUND AND OBJECTIVES**

The FFA agreement addresses sites originally identified through the Resource Conservation and Recovery Act (RCRA) program that were then integrated into the CERCLA remediation process. Several RCRA [Source Areas (SA) and Solid Waste Management Units (SWMU)] sites have petroleum contamination and were identified in the Operable Unit (OU) A Record of Decision (ROD) to have future remedial decisions made pursuant to the two-party SAERA between the State of Alaska and the United States Navy. The OU A ROD also includes, as a regulatory streamlining process, petroleum sites unrelated to RCRA and the FFA to provide a consistent format and timely decision for remedy selection. The petroleum sites that had an initial remedy selection in the OUA ROD were also identified to have future, and final remedial decisions made pursuant to the two-party SAERA and in accordance with the ADEC regulations. The OU A ROD could not specifically identify all petroleum sites that may have subsequent remedial decisions, because the initial remedy had to be implemented and evaluated. Implementation of the initial petroleum remedy has now progressed and sites have been identified that require subsequent remedial decisions following the ADEC regulations.

In April 2001, the ADEC, the Navy, and the U.S. Environmental Protection Agency (EPA) agreed to administratively move the petroleum-listed sites from the FFA, a companion agreement to the SAERA. Moving the sites creates a need to amend the list of sites in SAERA and amend specific paragraphs.

This SAERA amendment identifies the sites that, subsequent to the OU A ROD, will have all future remedial decisions for petroleum made pursuant to the Alaska State regulations in 18 AAC 75.325 through 18 AAC 75.390 (as amended through 28 October 2000). This objective is consistent with the OU A ROD, Section 2.2, which specifies future remedial decisions for petroleum cleanup will be made in decision documents agreed to by the ADEC and the Navy. Additionally, Sections 10.2.1 and 10.2.2 of the OU A ROD state that the Navy and ADEC will make subsequent remedial decisions for petroleum sites pursuant to the SAERA. The remedial decision process for petroleum sites will follow the ADEC guidance document "Guidance on Decision Documentation under the Site Cleanup Rules (18 AAC 75.325 - 18 AAC 75.390) July 1999". Those petroleum sites that are identified in the OU A ROD as requiring of no further action will be considered to have met all requirements of the SAERA Agreement. In addition, those sites that have a final remedy selected in the OU A ROD, and have met OU A ROD cleanup levels will be considered to have met all requirements of the SAERA agreement.

## AMENDMENTS

1. Replace Attachment A with the amended Attachment A. The Attachment A site list combines the original 26 SAERA sites from the original Attachment A with 36 additional petroleum sites from the OU A ROD. The amended Attachment A now consists of 62 petroleum sites and includes 46 petroleum sites that have an active remedy specified by the OU A ROD. The listed sites with an active remedy are the sites that may have future remedial decisions through the ADEC regulatory process specified in paragraph 2 of this amendment. The list is in alphabetical order by site name and identifies the remedy per the OU A ROD.
2. Add the following note to the revised version of Attachment A: Those petroleum sites that are identified in the OU A ROD as requiring of no further action will be considered to have met all requirements of the SAERA Agreement. In addition, those sites that have a final remedy selected in the OU A ROD, and have met cleanup levels identified in the OU A ROD will be considered to have met all requirements of the SAERA agreement. If remedial decisions are needed, subsequent to those decisions in the OU A ROD, then, after the effective date of this amendment, all petroleum remedial decisions for the sites listed on Attachment A will meet the requirements of 18 AAC 75.325-.390 (as amended through 28 October 2000) and be memorialized in decision documents following the current ADEC guidance. The sites included in Attachment A, will be subject to CERCLA five-year review, as appropriate, and EPA will review and concur on final closeout reports for the sites.
3. Replace Attachment B with the amended Attachment B that identifies the anticipated date for completion of final decision documents for petroleum recovery sites. The remedy status and estimated date for decision document completion will be reviewed every two years and updated as needed by the project managers.
4. Paragraph 59: change Point of Contact to:
  - A. Commanding Officer, NO5ER2  
Engineering Field Activity, Northwest  
19917 7<sup>th</sup> Avenue NE  
Poulsbo, WA 98370-7570  
Telephone: (360) 396-0070  
Facsimile: (360) 396-0857
  - B. Alaska Department of Environmental Conservation  
Jennifer Roberts  
555 Cordova Street  
Anchorage, AK 99501-2617  
Telephone: (907) 269-7553  
Facsimile: (907) 269-7649

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Amendment, by their authorized representatives, hereby cause this Amendment to be executed.

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION BY:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Elim Yoon  
Contaminated Sites Remedial Project Manager  
Alaska Department of Environmental Conservation; Division of Spill Prevention and Response

THE UNITED STATES DEPARTMENT OF THE NAVY BY:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Mark S. Murphy  
FFA Remedial Project Manager, Adak Island, Alaska  
United States Navy, Engineering Field Activity Northwest

## Petroleum Release Sites Designated for Remedy per OU A ROD

Site Name	Remedy per OU A ROD
Amulet Housing, Well AMW 706 Area	Monitored natural attenuation
Amulet Housing, Well AMW 709 Area	Monitored natural attenuation
Antenna Field (USTs ANT 1, ANT 2, ANT 3, and ANT 4)	Monitored natural attenuation
ASR 8 Facility (UST 42007 B)	Limited soil removal
Boy Scout Camp, West Haven Lake (UST BS 1)	Limited groundwater monitoring
Contractors Camp Burn Pad	Limited soil removal
Finger Bay Quonset Hut	Limited soil removal
Former Power Plant Building (T 1451)	Monitored natural attenuation
GCI Compound (UST GCI 1)	Product recovery
Girl Scout Camp (UST GS 1)	Limited soil removal
Housing Area (Arctic Acres)	Monitored natural attenuation
MAUW Compound (UST 24000 A)	Limited groundwater monitoring
Mount Moffett Power Plant No. 5 (USTs 10574 through 10577)	Limited soil removal
NAVFAC Compound (USTs 20052 and 20053)	Limited groundwater monitoring
Navy Exchange Building (UST 30027 A)	Limited soil removal
New Roberts Housing (UST HST 7C)	Limited groundwater monitoring
NMCB Building Area (UST T-1416-A)	Located within a larger remedial action site
NMCB Building Area, T 1416 Expanded Area	Product recovery
NORPAC Hill Seep Area	Product recovery
Officer Hill and Amulet Housing (UST 31047 A)	Limited soil removal
Officer Hill and Amulet Housing (UST 31049 A)	Limited soil removal
Officer Hill and Amulet Housing (UST 31052 A)	Limited soil removal
Quarters A	Limited soil removal
ROICC Contractor's Area (UST ROICC 7)	Limited groundwater monitoring
ROICC Contractor's Area (UST ROICC 8)	Monitored natural attenuation

Attachment A: SAERA Amendment		February 2002
Petroleum Release Sites Designated for Remedy per OU A ROD		
Site Name	Remedy per OU A ROD	
ROICC Warehouse (UST ROICC 2)	Limited groundwater monitoring	
ROICC Warehouse (UST ROICC 3)	Limited groundwater monitoring	
Runway 5-23 Avgas Valve Pit	Monitored natural attenuation	
SA 73, Heating Plant No. 6 (Original SAERA site)	Product recovery	
SA 77, Fuels Facility Refueling Dock, Small Drum Storage Area	Limited soil removal	
SA 78, Old Transportation Building (USTs 10583, 10584, and ASTs) (Original SAERA site)	Product recovery	
SA 79, Main Road Pipeline (Original SAERA site)	Limited groundwater monitoring	
SA 80, Steam Plant No. 4 (USTs 27089 and 27090) (Original SAERA site)	Product recovery	
SA 81, Gun Turret Hill (USTs 10593 and 10595) (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
SA 82, P 80/P 81 Buildings (UST 10579) (Original SAERA site)	Product recovery	
SA 84, Sand Shed (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
SA 85, New Baler Building (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
SA 86, Old Happy Valley Child Care Center (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
SA 87, Old Zeta Point Wizard Station (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
SA 88, P 70 Energy Generator (UST 10578) (Original SAERA site)	Product recovery	
SA 89, Tank Farm C (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
South of Runway 18-36 Area	Product recovery	
SWMU 14, Old Pesticide Storage and Disposal Area	Monitored natural attenuation	
SWMU 15, Future Jobs/Defense Reutilization Marketing Office (Non-Petroleum Chemicals)	Monitored natural attenuation	
SWMU 17, Power Plant No. 3	Product recovery	
SWMU 22, Avgas Drum Storage Area South of Tank Farm A (Original SAERA site)	Original NFA site listed in SAERA agreement	
SWMU 31, Runway 18-36 Avgas Drum Disposal Area (Original SAERA site)	Original NFA site listed in SAERA agreement	
SWMU 34, Steam Plant #4, Used Oil AST (Original SAERA site)	Original NFA site listed in SAERA agreement	
SWMU 35 Ground Support Equipment (GSE) Used Oil AST (Original SAERA site)	Original NFA site listed in SAERA agreement	
SWMU 41, Ground Support Equipment (GSE) Used-Oil Storage Area (Original SAERA site)	Original NFA site listed in SAERA agreement	

Attachment A: SAERA Amendment		February 2002
Petroleum Release Sites Designated for Remedy per OU A ROD		
Site Name	Remedy per OU A ROD	
SWMU 44, AIMD Used Oil Storage Area (Original SAERA site)	Original NFA site listed in SAERA agreement	
SWMU 45, Sewage Treatment Plant Petroleum Contamination (Original SAERA site)	Original NFA site listed in SAERA agreement	
SWMU 56, Public Works Transportation Department (UST T 1441 A) (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
SWMU 57, Fuels Facility Refueling Dock (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
SWMU 58, Heating Plant No. 6 (Original SAERA site)	Product recovery	
SWMU 60, Tank Farm A (Original SAERA site)	Monitored natural attenuation	
SWMU 61, Tank Farm B (Original SAERA site)	Monitored natural attenuation	
SWMU 62, New Housing Fuel Leak (Original SAERA site)	Product recovery	
SWMU 64, Tank Farm D, Northern Area (Original SAERA site)	NFA Based upon AAC 75 Method Four Criteria	
Tanker Shed (UST 42494)	Product recovery	
Yakutat Hangar, USTs T 2039 A	Product recovery	
Yakutat Hangar, USTs T-2039.B, and T-2039.C	Limited soil removal	

Note: Those petroleum sites that are identified in the OU A ROD as requiring of no further action will be considered to have met all requirements of the SAERA Agreement. In addition, those sites that have a final remedy selected in the OU A ROD, and have met cleanup levels identified in the OU A ROD will be considered to have met all requirements of the SAERA agreement. If remedial decisions are needed, subsequent to those decisions in the OU A ROD, then, after the effective date of this amendment, all petroleum remedial decisions for the sites listed on Attachment A will meet the requirements of 18 AAC 75.325-390 (as amended through 28 October 2000) and be memorialized in decision documents following the current ADEC guidance. The sites included in Attachment A, will be subject to CERCLA five-year review, as appropriate, and EPA will review and concur on final closeout reports for the sites.

**Petroleum Recovery Sites, Adak, Alaska**

<b>Site Name</b>	<b>Remedy per OU A ROD</b>	<b>Draft Decision Document (Note 1 and 2)</b>
GCI Compound (UST GCI 1)	Product Recovery	April 2003
NMCB Building Area, T 1416 Expanded Area	Product Recovery	April 2003
NORPAC Hill Seep Area	Product Recovery	April 2003
SA 73, Heating Plant No. 6 (Original SAERA site)	Product Recovery	April 2003
SA 78, Old Transportation Building (USTs 10583, 10584, and ASTs) (Original SAERA site)	Product Recovery	April 2003
SA 80, Steam Plant No. 4 (USTs 27089 and 27090) (Original SAERA site)	Product Recovery	April 2003
SA 82, P 80/P 81 Buildings (UST 10579) (Original SAERA site)	Product Recovery	April 2003
SA 88, P 70 Energy Generator (UST 10578) (Original SAERA site)	Product Recovery	April 2003
South of Runway 18-36 Area	Product Recovery	April 2003
SWMU 17, Power Plant No. 3	Product Recovery	April 2003
SWMU 58, Heating Plant No. 6 (Original SAERA site)	Product Recovery	April 2003
SWMU 62, New Housing Fuel Leak (Original SAERA site)	Product Recovery	April 2003
Tanker Shed (UST 42494)	Product Recovery	April 2003
Yakutat Hangar, USTs T 2039 A	Product Recovery	April 2003

Notes: (1) The remedy status and estimated date for decision document completion will be reviewed every two years and updated as needed by the project managers for the agreement.

(2) Remedial Actions for all sites are to be initiated no later than 15 months after finalization of the applicable decision document.





DEPARTMENT OF THE NAVY  
ENGINEERING FIELD ACTIVITY, NORTHWEST  
NAVAL FACILITIES ENGINEERING COMMAND  
19917 7TH AVENUE N.E.  
POULSBORO, WASHINGTON 98370-7570

5090-ADAK

Ser. T4MM/063

April 2, 2001

Ms. Elim Yoon  
FFA Project Manager, Adak Island, Alaska  
ADEC Division of Spill Prevention and Response  
Contaminated Sites/Department of Defense Oversight  
555 Cordova Avenue  
Anchorage, AK 99501

Mr. Kevin Oates  
FFA Project Manager, Adak Island, Alaska  
USEPA, Alaska Operations  
Federal Building 222  
West 7<sup>th</sup> Avenue  
Suite 19, Room 537  
Anchorage, AK 99501

Re: Revised Operable Unit "A" and Operable Unit "B"  
Schedules

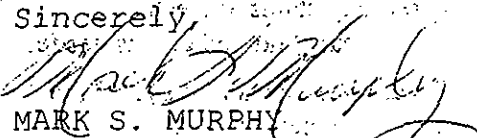
Dear Ms. Yoon and Mr Oates:

Pursuant to previous agreement of FFA project managers, the Navy, United States Environmental Protection Agency, and the Alaska Department of Environmental Conservation have negotiated schedule revisions for Operable Unit "A" and Operable Unit "B" as shown in enclosure (2).

Please provide signatures in the blocks provided on the attached signature page of enclosure (1) to indicate concurrence with the schedules provided as enclosure (2) no later than April 4, 2001.

If you have any questions regarding this matter, please contact me at (360) 396-0070.

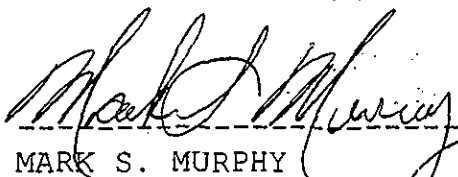
Sincerely,

  
MARK S. MURPHY  
Remedial Project Manager  
By direction of the  
Commanding Officer

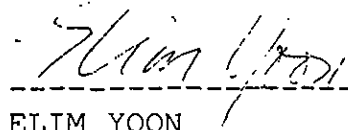
Encl: (1) Concurrence Signature Block for Revised  
Operable Unit "A" Schedule and Operable Unit  
"B" Deliverable Schedule  
(2) Revisions to deliverable schedules for  
Operable Unit "A" and Operable Unit "B" Schedule

Copy to: NAF Adak Environmental Dept.  
Adak Administrative Record (Poulsbo)  
Adak Information Repository (Anchorage, AK)

Signature sheet indicating concurrence with the proposed schedule revisions for Operable Unit "A" and Operable Unit "B" attached as enclosure (1).

 4/5/01

MARK S. MURPHY  
FFA Project Manager, Adak Island, Alaska  
U.S. Navy



ELIM YOON  
FFA Project Manager, Adak Island, Alaska  
Alaska Department of Environmental Conservation  
Division of Spill Prevention and Response  
Contaminated Sites/Department of Defense Oversight



KEVIN OATES  
FFA Project Manager, Adak Island, Alaska  
United States Environmental Protection Agency

## SCHEDULE FOR OU "B-1" AND OU "B-2" ADAK

Primary Document	Calendar Year Quarter
------------------	-----------------------

Draft RI/FS Report for OU "B-1"	1 <sup>st</sup> Quarter 2001
Draft OU "B-1" Record of Decision	2 <sup>nd</sup> Quarter 2001
Draft OU "B-2" RI/FS Report	1 <sup>st</sup> Quarter 2002
Draft OU "B-2" ROD	2 <sup>nd</sup> Quarter 2002

### Secondary Documents

Draft Final Remedial Alternative Analysis Report for Selected for 14 Selected OU "B-2" Sites	1 <sup>st</sup> Quarter 2001
Draft SOPs for OU "B" Clearance Procedures	2 <sup>st</sup> Quarter 2001
Draft Remedial Action Workplan Designs for OU "B-1" Sites	2 <sup>nd</sup> Quarter 2001
Draft OU "B-1" Proposed Plan	2 <sup>nd</sup> Quarter 2001
Draft OU "B-2" Proposed Plan	2 <sup>nd</sup> Quarter 2002
Draft Remedial Action Workplan and Design for "OU B-2"	2 <sup>nd</sup> Quarter 2002

### OU "A" SCHEDULE REVISION

#### Primary Document

Draft Five Year CERCLA Review for SWMU 11 and SWMU 13	3 <sup>rd</sup> Quarter 2001
Draft Comprehensive Monitoring Plan	1 <sup>st</sup> Quarter 2001
Draft Institutional Control Management Plan	1 <sup>st</sup> Quarter 2001



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 10

ALASKA OPERATIONS OFFICE

Room 537, Federal Building  
222 W. 7<sup>th</sup> Avenue, #19  
Anchorage, Alaska 99513-7588

December 18, 2001

Mark Murphy, P.E.  
Engineering Field Activity, Northwest  
Naval Facilities Engineering Command  
19917 7th Avenue N.E.  
Poulsbo, WA 98370-7570

RE: Former Naval Air Facility. Adak Island. Oversight Transition  
for Petroleum Sites in the OU-A ROD.

Dear Mr. Murphy;

This letter is to confirm the position of the U.S. Environmental Protection Agency (EPA) with respect to the discussions and agreements reached by the Adak Federal Facility Agreement (FFA) Project Managers regarding the future oversight of petroleum sites that were addressed in the Adak Operable Unit A Record of Decision (ROD).

Through those discussions, the Navy, EPA, and the State of Alaska, Department of Environmental Conservation (ADEC) Project Managers have agreed that the petroleum sites addressed in that ROD will be addressed in the future through the two-party agreement between the Navy and ADEC. That agreement is titled the State Adak Environmental Restoration Agreement (SAERA) and was negotiated in tandem with the Adak FFA to serve as companion agreements. Both agreements contemplate moving sites between agreements at the discretion of the Project Managers (see FFA Section 9.8, SAERA Paragraph 50). This is intended to streamline regulatory oversight and to provide the most relevant oversight (i.e. CERCLA for chemical releases, State authority for petroleum releases) for varying site conditions.

In a similar manner, several of the petroleum sites that were initially identified as potential solid waste management units (SWMU's) under the Resource Conservation and Recovery Act (RCRA) were included as CERCLA response action sites under the Adak FFA. Several of these petroleum sites were addressed in the Adak OU-A

ROD where interim remedial actions were selected and cleanup levels established. That ROD also discusses amending the SAERA to include these petroleum sites in that agreement for future oversight and decisions on any follow on remedial actions that may be required.

These changes have been discussed between the Superfund and RCRA Programs in EPA Region 10, as well as with our Office of Regional Counsel. EPA believes that these changes are consistent with the processes described in the Adak FFA, the SAERA, and the Adak OU-A ROD. At the completion of the SAERA Amendment and a signed written agreement by the FFA Project Managers to administratively moved specific petroleum sites from the FFA to the SAERA, EPA's future oversight role for those sites will be focused on evaluation of the sites, as appropriate, under the CERCLA 5 Year Review provisions, and review and concurrence on final site closeout reports. The concurrence on closeouts is consistent with Section V of the FFA and Paragraph 5 of the SAERA, and would be required for eventual partial or complete deletion from the National Priorities List of Adak Island NAF. The day to day oversight, including the review of data, evaluation of follow on remedial actions, and selection of future actions will be provided by ADEC for these sites under the authority of the SAERA and 18AAC75.

As always, should you have any questions on this matter, please contact me at (907)-271-6323.

Sincerely:



Kevin J. Oates  
Adak FFA Project Manager

cc: Jamie Sikorski, EPA Region 10 RCRA Program  
Dave Croxton, EPA Region 10 Superfund Program  
Lori Cora, EPA Region 10 Office of Regional Counsel  
Elim Yoon, ADEC



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 10

1200 Sixth Avenue  
Seattle, Washington 98101

November 30, 1993

RECEIVED  
Department of Law

DEC 06 1993

Reply To  
Attn Of: SO-155

Office of the Attorney General  
Anchorage Branch  
Anchorage, Alaska

Judy Conlow, Esq.  
Naval Base Seattle  
7500 Sand Point Way, N.E.  
Seattle, Washington 98115-5012

RECEIVED  
DEC 09 1993  
DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION  
SCRO

Breck Tostevin, Esq.  
Alaska Department of Law  
1031 West Fourth Avenue  
Suite 200  
Anchorage, Alaska 99501


Re: Federal Facility Agreement for NAS Adak/NSGA

Dear Judy and Breck:

Enclosed is a conformed copy of the fully executed Adak FFA. The original has been filed with the Regional Hearing Clerk here at the United States Environmental Protection Agency, Region 10. The effective date of the Agreement is November 24, 1993.

Thank you both for helping overcome numerous obstacles and keeping the focus on getting a workable Agreement in place. I believe that the FFA furthers all parties' goals of a protective, expeditious, and efficient cleanup of Adak.

Sincerely,

  
Charles M. Stringer  
Assistant Regional Counsel

Enclosure

cc: Ed Jones, U.S. EPA  
Linda Meyer, U.S. EPA