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MEMORANDUM OF AGREEMENT WITH TRANSMITTAL FOR SITE STUDY AREA (SA) 54 A
AND B NTC ORLANDO FL
2/1/2014
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

April 25, 2011

BRAC PMO SE
Attn: Mr. Mark Davidson
4130 Faber Place Drive
Suite 202
North Charleston, SC 29405

RE: Memorandum of Agreement for Study Area 54, Taft Army Reserve Center,
Former Naval Training Center Orlando, Orlando, Florida.

Dear Mr. Davidson:

Please find enclosed the signed, original copy of the Memorandum of Agreement for Study Area 54, Taft Army Reserve Center, Former Naval Training Center Orlando. The Memorandum of Agreement has been signed by all three parties, the Base Realignment and Closure Program Management Office Southeast for the Department of the Navy, the United States Army Reserve, and the Florida Department of Environmental Protection.

If you have any questions regarding this letter, please contact me at (850) 245-8997.

Sincerely,

David P. Grabka, P.G.
Remedial Project Manager
Federal Programs Section
Bureau of Waste Cleanup

Cc: Dan H. Thomas III, United States Army Reserve, Ft. Jackson, SC
Teresa Grayson, Tetra Tech NUS, Oak Ridge, TN

JJC ESN

APR 12 2011

FEDERAL PROGRAMS SECTION

Rev. 3
02/09/11

**MEMORANDUM OF AGREEMENT
BETWEEN
BASE REALIGNMENT AND CLOSURE PROGRAM MANAGEMENT OFFICE
SOUTHEAST FOR THE DEPARTMENT OF THE NAVY,
UNITED STATES ARMY RESERVE,
AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

I. AUTHORITY

This Memorandum of Agreement (MOA) is entered into by the Base Realignment and Closure Program Management Office Southeast (hereinafter BRAC PMO SE) located in North Charleston, South Carolina for the Department of the Navy (hereinafter NAVY), Florida Department of Environmental Protection, (hereinafter FDEP) located in Tallahassee, Florida, and United States Army Reserve (hereinafter USAR) located at the former McCoy Annex in Orlando, Florida (collectively referred to as "the parties"). The purpose of this MOA is to implement land use restrictions for Study Area (SA) 54 to prevent unacceptable risks from exposure to contaminated soil, in order to protect human health and the environment. Although SA 54 is not on the National Priorities List (NPL), the environmental restoration is in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) (Title 42 United States Code Section [§] 9601, et seq.), and to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (Title 40 Code of Federal Regulations [C.F.R.] Part 300).

II. BACKGROUND

Pursuant to CERCLA, 42 U.S.C. §9620, cleanup of hazardous substances that have been released into the environment must be accomplished to a degree that is determined to be protective of human health and the environment. Where the release has contaminated a piece of land, how that land is used, both at present and in the future, impacts the remedy selection decision and determines the degree of protectiveness required as well as the extent of remediation that is necessary. The remedy selection decision may also incorporate Land Use Controls (LUCs) that, when implemented, will ensure that land use remains consistent with the level of protectiveness and maintains the integrity of the remedy selected.

SA 54 consists of two non-contiguous Land Use Restriction Zones (western zone and northeastern zone), within a 20.391-acre parcel of land transferred on December 1, 1997 from the NAVY to the USAR Command. The attached site map (Figure 1) shows the boundaries of both zones of SA 54, as well as the boundary of the 20.391-acre parcel that was transferred to the USAR.

The results of investigations conducted from 1994 to 2001 identified polynuclear aromatic hydrocarbons (PAHs) in soil at concentrations greater than residential and industrial screening criteria in both the western and northeastern zones of SA 54. Analytical data are documented in the Site Investigation Report for SA 54, Naval Training Center (NTC), Orlando, Florida (Tetra Tech NUS, Inc., May 2003). PAH-contaminated soil was removed from the northeastern zone in 2002 to a depth of 2 feet and replaced with clean fill. Areas with PAHs concentrations in soil greater than residential Soil Cleanup Target Levels (SCTLs) but less than industrial SCTLs were not remediated. In addition, subsurface soil exhibiting PAH contaminant concentrations greater than commercial/industrial SCTLs was left in place. Details of this effort can be found in the Technical Memorandum, Summary of Soil Removal Activities and Results, SA 54, NTC Orlando, Florida (CH2M Hill, December 2002). As a result of the surface soil removal, the northeastern zone of SA 54 was deemed suitable for non-residential land use.

The western zone of SA 54 includes an unimproved roadway along the western edge of SA 54. Site investigations documented PAHs in soil at concentrations greater than residential and industrial SCTLs. Soil removal was not performed in this zone because the Orlando Partnering Team (OPT) concluded that PAH contamination was due to vehicle traffic along the road, not the result of contaminant release, and that further investigation and remediation was not required.

SA 54 is currently federal property occupied by the USAR and is expected to remain so for the foreseeable future. The two zones of SA 54 are undeveloped, grassy parcels. The western zone also includes the now unused dirt roadway.

The parties are aware of the soil contamination left in place.

III. DEFINITIONS

"LUC" means any restriction or control on real property or water resources, arising from the need to protect human health or the environment, that limits the present or prospective use of, or exposure to, any portion of real property or water resources. LUCs may include institutional controls such as site plan and/or Master Plan notices or restrictions, prohibitive installation directives (e.g. forbidding excavation work or drilling of wells), as well as site-based engineered controls such as barriers, fences, guard posts, warning signs, etc.

LUC Assurance Plan or "LUCAP" means a written installation wide plan that sets forth the procedures that will assure that LUCs remain effective over the long-term for all areas where they are required.

LUC Implementation Plan or "LUCIP" means a written plan identifying the objective of each LUC, and identifies how each LUC will be implemented and maintained.

IV. **RESTRICTIONS**

To prevent unacceptable risks from exposure to contaminated soil at SA 54, LUCs will be implemented as follows:

- Use of the zones shall be limited to nonresidential uses without prior written approval from the BRAC PMO SE and FDEP. Residential uses include, but are not limited to, residential, residential-like, and agricultural uses. Commercial or industrial uses of the zones are also prohibited if they expose workers to contaminated soils in excess of FDEP's worker exposure criteria. Uses incidental to an otherwise permissible commercial or industrial use that would cause exposure greater than the worker exposure criteria set forth by FDEP are prohibited.
- Activities, such as excavation, drilling, disturbance, or removal of soil, that expose workers to soils with contaminant concentrations greater than the applicable FDEP industrial SCTLs are prohibited unless prior written approval is obtained from the BRAC PMO SE and FDEP.
- Notice of contamination and LUCs will be maintained with the property documentation. This Memorandum of Agreement and associated map will be kept at the 81st Regional Support Command Department of Public Works Headquarters, and a copy will be kept at the facility in the Environmental Coordinator Office. In addition, USAR will post signs at the restricted zones. In the western restricted zone, signs will be posted along the fence. In the eastern restricted zone, signs will be posted on the north, south, east, and west edges of the field. In accordance with FDEP requirements, these warning signs will be at least 2 feet by 2 feet, made of durable weather-resistant material, and have lettering in a color which highly contrasts with the sign background. Lettering will be a minimum of one inch high. Warning signs will be unobstructed and mounted so that the center of the sign is approximately 56 inches above ground surface. Signs will be visible from at least 75 feet away from access locations. Warning signs will warn of danger, prohibit entry of unauthorized persons, contain information on site conditions, and include a telephone number to call for more information.
- LUCs will be maintained for as long as they are required to prevent unacceptable exposure to contaminated soil. The BRAC PMO SE will implement, maintain, monitor, and enforce the LUCs with the support and cooperation of the USAR. Although BRAC PMO SE may transfer these procedural responsibilities to another party, the NAVY shall retain ultimate responsibility for LUC enforcement, implementation, maintenance, and monitoring.

V. LUCAP & LUCIP REQUIREMENTS

A. BRAC PMO SE will undertake the following actions:

(i) Effective as of the date of this MOA, a site-specific LUCIP for SA 54 will be included in the NTC Orlando LUCAP. The LUCIP will identify the restricted zones, the LUC objectives for each zone, and the particular controls and mechanisms that will be used to achieve each LUC objective.

(ii) BRAC PMO SE will request sufficient funds for LUC enforcement, implementation, maintenance, and monitoring in each annual budget allocation request.

(iii) BRAC PMO SE, unless otherwise specified, will coordinate annual inspections with the USAR, ensure that LUCs are monitored annually for compliance with the LUCIP, and promptly report any non-compliance to FDEP along with an explanation of corrective action taken.

(iv) BRAC PMO SE designates the following named employee as the point of contact for administering the LUCAP and monitoring, maintaining, and enforcing the LUCIP:

Mark E. Davidson
BRAC Environmental Coordinator
Base Realignment and Closure Program Management
Office Southeast

B. The USAR will undertake the following actions:

(i) Except in emergency situations, the USAR will notify FDEP and BRAC PMO SE at least 60 days in advance of any changes in land use for SA 54. Each such notification will include: (a) an evaluation of the effect that the change in land use will have on risks to human health, the environment, and the effectiveness of the LUCs in the zones; (b) an evaluation of the need for any additional remedial action; and (c) if necessary, a proposal for any changes to the selected remedial actions.

(ii) The USAR will ensure that LUCs remain in compliance with the LUCIP and will participate in annual inspections and reporting as requested by BRAC PMO SE, unless otherwise specified.

(iii) The USAR designates the following named representative as the point of contact for all matters arising under the LUCIP:

Dan H. Thomas
Environmental Branch Chief
81st Regional Support Command
Department of Public Works, Environmental Division

C. FDEP will undertake the following actions:

(i) FDEP will review the LUCIP and any other documents submitted by BRAC PMO SE in connection with the LUCIP within a reasonable time.

(ii) FDEP shall review any request for written approval submitted by the USAR to perform site activities that may temporarily compromise established LUCs and respond within a reasonable time.

(iii) FDEP agrees to provide oversight to ensure that site based LUCs are implemented, maintained, and remain protective of human health and the environment.

(iv) FDEP designates the following named representative as the point of contact for all matters arising under the LUCIP:

David P. Grabka
Remedial Project Manager
Florida Department of Environmental Protection

VI. COVENANT OF AUTHORITY TO EXECUTE THIS AGREEMENT AND ANY MODIFICATION THERE TO

The signatories to this MOA covenant and warrant that they have authority to execute same. Any modification to this MOA shall be executed in writing and signed by an authorized representative of each party. Any modification that creates any additional commitment by BRAC PMO SE to this MOA must be signed by the original BRAC PMO SE signatory authority or successor, or a higher level BRAC PMO SE official possessing original or delegated authority.

VII. TERM OF AGREEMENT AND RIGHT TO TERMINATION

This MOA becomes effective on the date of the last signature of the parties and shall continue in effect until such time that the undersigned representatives or their successors terminate this MOA by mutual agreement. Alternatively, any party may unilaterally withdraw from and terminate this MOA for any reason upon 60 days written notice to the other parties, provided that should such termination result from a dispute, the terminating party shall first use its best efforts to resolve the dispute. Termination by the BRAC PMO SE or the USAR may trigger a reevaluation of the remedy for SA 54.

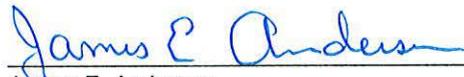
VIII. ANTI-DEFICIENCY ACT

Nothing in this MOA shall be construed as obligating BRAC PMO SE or USAR, their officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

IX. EXECUTION

The parties do hereby execute this MOA by setting forth their signatures below:

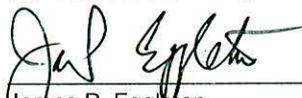
For BRAC PMO Southeast



James E. Anderson
Director
BRAC Program Management Office Southeast
North Charleston, South Carolina

4/11/11
Date

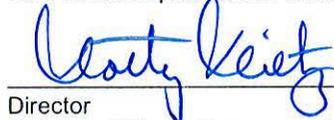
For United States Army Reserve



James P. Eggleton
Chief of Staff
81st Regional Support Command

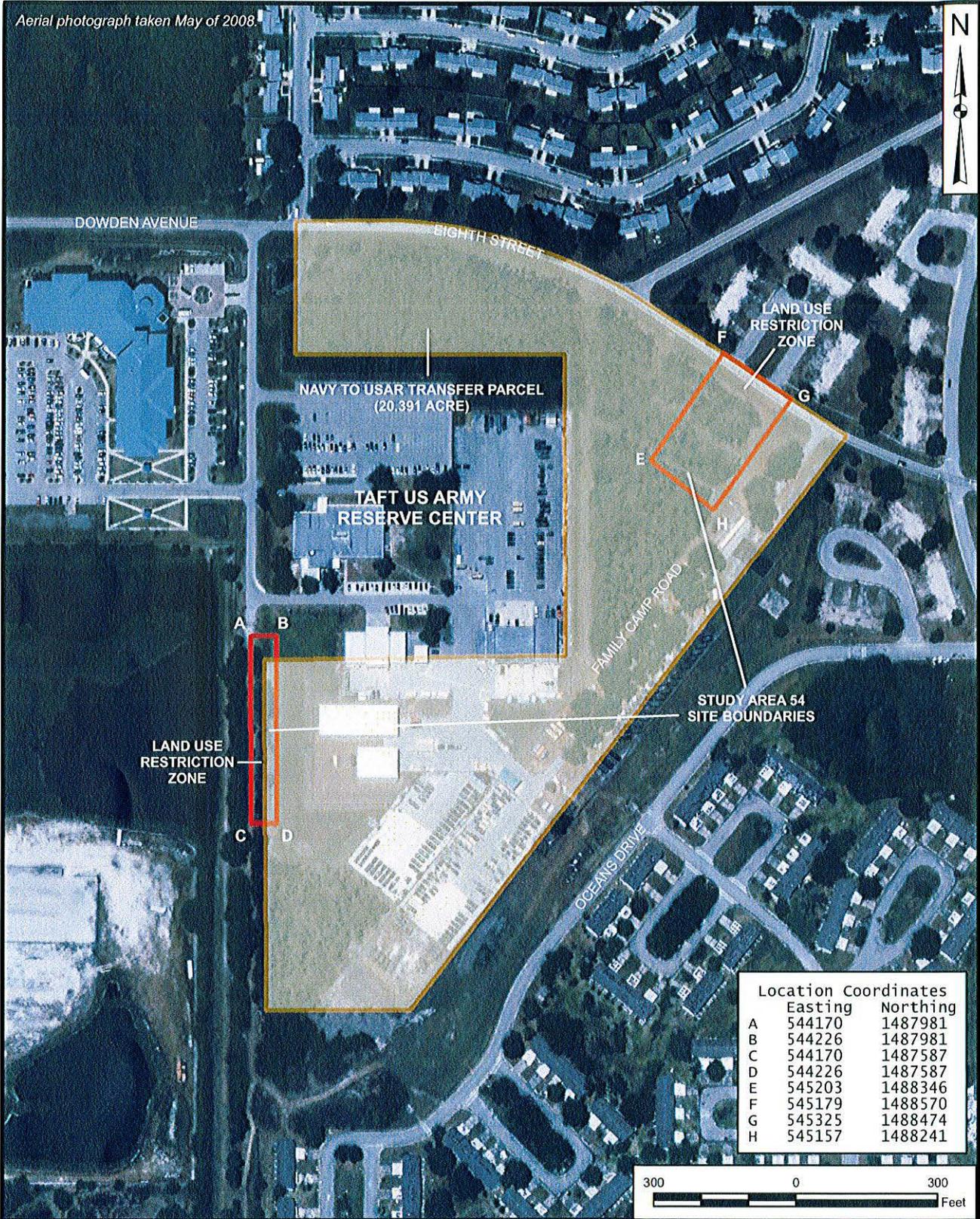
2/10/11
Date

For Florida Department of Environmental Protection



Director
Division of Waste Management
Florida Department of Environmental Protection
Tallahassee, Florida

4/22/11
Date



Location Coordinates		
	Easting	Northing
A	544170	1487981
B	544226	1487981
C	544170	1487587
D	544226	1487587
E	545203	1488346
F	545179	1488570
G	545325	1488474
H	545157	1488241

DRAWN BY S. PAXTON	DATE 08/18/10
CHECKED BY T. GRAYSON	DATE 08/20/10
REVISED BY	DATE
SCALE AS NOTED	



SITE MAP
TAFT US ARMY RESERVE CENTER - FAC ID FL023
STUDY AREA 54
NAVAL TRAINING CENTER
ORLANDO, FLORIDA

CONTRACT NUMBER CTO 0125	
APPROVED BY	DATE
APPROVED BY	DATE
FIGURE NO. FIGURE 1	REV 0

ANNUAL LUC COMPLIANCE CERTIFICATE

**Study Area 54
Taft Reserve Center**

**Former Naval Training Center
Orlando, Florida**

EPA I.D. No. FL6170023711

Property Owner: _____

Property Address: _____

Is Evaluation for all or a Portion of the Study Area 54 property? _____

Current Use of Property _____

Existing Buildings/Facilities _____

If evaluating only a portion of the site, attach a figure identifying the portion being evaluated.

This evaluation covers the period from 1 January _____ through 31 December _____

Form shall be submitted by **1 March** of the year following the reporting period.

Certification Checklist

	In Compliance	Non-Compliance	See Attached Comment
1) No residential or residential-like use of the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) No excavation, drilling, disturbance, or removal of soil (unless previously approved by Navy and FDEP).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Notices, disclosures, controls and covenants are maintained with the property documentation until released.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) FDEP and Navy notified in advance of any land use change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I, the undersigned, hereby certify that I am an authorized representative of the United States Navy and that the above described Land Use Controls have been complied with for the period noted. Alternately, any known deficiencies and owner's completed or planned actions to address such deficiencies are described in the attached Explanation of Deficiency (ies).

Signature

Date