



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

N00236.002432
ALAMEDA POINT
SSIC NO. 5090.3

November 28, 2001

Mr. Michael McClelland
BRAC Operations, Code 06CA.MM/1008
Department of the Navy, Southwest Division
Naval Facilities Engineering Command
1230 Columbia Street, Suite 1100
San Diego, CA 92101

Dear Mr. McClelland:

Please find enclosed a Responsiveness Summary for all comments received by EPA on the Federal Facility Agreement for Alameda Naval Air Station. The Responsiveness Summary contains comments from the Alameda Restoration Advisory Board, the Golden Gate Audubon Society and the City of Alameda. EPA's response to comments is located below each comment letter and incorporates the revisions offered by the Navy.

The Navy and EPA reviewed all comments and concluded during the October 16, 2001 BCT meeting that modification to the Federal Facility Agreement was not necessary. The Site Management Plan will now include a schedule for an update and thereafter yearly review of the Community Relations Plan, and will replace the version of the SMP issued on July 27, 2001.

We appreciate your help in responding to the comments on the FFA and look forward to working with you on an expedited clean up and transfer of Alameda Point.

Sincerely,

A handwritten signature in cursive script that reads "Anna-Marie Cook".

Anna-Marie Cook
Remedial Project Manager

enclosure

cc: Ron Plaseied, SWDiv
Steve Edde, SWDiv
Andrew Dick, SWDiv
Rick Weissenborn, SWDiv
Suzette Leith, EPA R9
Rich Seraydarian, EPA R9
Daniel Murphy, DTSC

**EPA RESPONSIVENESS SUMMARY TO PUBLIC COMMENTS
ON THE FEDERAL FACILITY AGREEMENT
FOR ALAMEDA NAVAL AIR STATION**

Letter from the Alameda Point Restoration Advisory Board

The Alameda Point Restoration Advisory Board ("RAB") is pleased that a Federal Facilities Agreement ("FFA") for the former Alameda Naval Air Station has finally been executed between the Department of the Navy and the U.S. Environmental Protection Agency after so many years of frustrating delay. We are hopeful that good faith compliance with the provisions of this Agreement will help to move forward the clean up efforts at Alameda Point and heartily support the execution of this Agreement. We have reviewed the FFA and provide the following brief comments:

1. We note that the Community Relations Plan is designated a "Primary Document" under Section 10.3 of the FFA. We ask that the Community Relations Plan be included in the Site Management Plan ("SMP") so that a specific timetable is developed for periodic review, modification and execution of the Community Relations Plan for Alameda Point.
2. We note that Section 36 formally acknowledges the Restoration Advisory Board and its role in "reviewing progress under the Agreement". Consistent with that provision and the requirement for public participation in the development of the Site Management Plan under Section 12.7 of the FFA, we request RAB members be included in the process for annual review and development of Amendments to the SMP.
3. We are somewhat concerned that the various exceptions, exemptions and conditions provided throughout the FFA allowing for delays, extensions and/or modifications to the SMP will lessen the ability to enforce timetables and rigorous clean up standards. Despite this concern, we fully support the FFA as drafted recognizing the dynamic and evolving nature of the clean up effort.

We note in passing that the terms "City of Alameda" and "Island of Alameda" are not defined in the document and appear to be used in the document interchangeably with the term "Alameda", causing some ambiguity in the mind of at least one member in reviewing the document.

Thank you for the opportunity to provide these comments. We look forward to finalization and implementation of this document.

EPA Response to RAB Comments

The Community Relations Plan (CRP) is a primary document and will be added into the Site Management Plan. Funding has been set aside and a timetable has been developed for an update of the CRP. Consultation and planning will begin in April of 2002 and a Draft CRP is scheduled for submittal in December of 2002. The SMP will reflect the projected schedule for update of the CRP and for yearly review of the document.

EPA and the Navy will ensure that the RAB and other interested community members have an opportunity to participate in the annual review and development of amendments to the SMP.

The FFA is crafted to allow for an enforceable schedule while still allowing some flexibility in the schedule when extenuating circumstances arise. EPA will not allow clean up standards to be compromised.

The term "Alameda" is defined on page 5 of the FFA as meaning "the former Alameda Naval Air Station, now known as Alameda Point". The terms "Island of Alameda" and "City of Alameda" have not been defined as they are self explanatory. Any time the term "Alameda" is used in the FFA, it refers to the former installation and not to the City or the Island of Alameda.

Letter from Golden Gate Audubon Society

I submit these comments on the above-reference documents on behalf of the Golden Gate Audubon Society. Our comments focus on the proposed workplan for IR Site 2, in Operable Unit 4A, commonly known as the West Beach Landfill and Wetlands, which will become part of the Alameda National Wildlife Refuge.

On September 12, 2000 we wrote to Captain Greg Buchanan, then Commanding Officer of EFA West of Naval Facilities Engineering Command. GGAS expressed its concern over the Navy's failure to sign an FFA with the U.S.EPA. While we are pleased that the FFA has finally been signed, we wish to express our displeasure that it has taken much longer than anticipated. We hope that future efforts to complete the remediation of toxic contaminants at Alameda Point will proceed in a much more expeditious manner.

Now I would like to offer specific comment on Appendix A, the Site Management Plan, specifically, the schedule for Operable Unit 4A. The schedule outlined is unacceptable to the Golden Gate Audubon Society. Under the schedule, a revised Draft Remedial Investigation (RI) would not be completed until March 2005. This would be five years after the Navy initially committed to complete it. Not only will the proposed schedule delay the development of an important national wildlife refuge; it also poses a potential danger to public safety. The Hunters Point Shipyard fire at a toxic landfill similar to the West Beach Landfill in Alameda underscores the urgency with which toxic contaminants must be characterized and remediated; an urgency the Navy does not seem to share with the general public. The situation at the landfill may in fact qualify as an "emergency removal action" as defined in Section 20 of the FFA and require immediate attention.

You will recall that the Navy hired Neptune and Company to complete the original draft RI. Audubon consultants, including Dr. Michael Johnson of the University of California at Davis, an acknowledged expert in the field of ecological risk assessment, found the Neptune draft RI to be riddled with errors, unsubstantiated conclusions, and unscientific study methods. The RWQCB and the EPA also were severely critical of the Neptune Draft RI and joined Audubon in insisting that it be redone. We are disturbed to see portions of the Neptune draft RI used in the Site Management Plan as if they were credible conclusions. To its credit, the Navy has already agreed to redo the Neptune draft RI and to collect additional soil samples in the landfill, using a different contractor.

The Revised Draft RI, then, is a repeat first step in the process of assessing and remediating the West Beach Landfill. There is no question that the Navy indiscriminately dumped toxic contaminants into the landfill over twenty years, or that toxic contaminants remain in the landfill. The Revised Draft RI will hopefully identify the location of the contaminants and their type. The proper characterization of the landfill can lead to informed decisions about the remediation strategy.

The future of the West Beach Landfill and the adjacent West Wetlands are critical to the success of the redevelopment of Alameda Point. In a federal-to-federal agency transfer, these lands and wetlands are slated to become part of the Alameda National Wildlife Refuge. On the refuge, the wildlife values of this 110-acre area on the edge of San Francisco Bay are surpassed only by the nesting colony of endangered California Least Terns on the former airfield.

Wildlife habitat is virtually non-existent in the stretch of the San Francisco Bay Shore where the West Beach Landfill is located. Although the area is surrounded by urban development, with active conservation management it will be an oasis of incredible natural resource values and high public use. This cannot happen without thorough and timely cleanup of the toxins which the Navy has left at Alameda Point.

We urge you to modify the SMP milestones for Operable Unit 4A, and to insist that the Navy reallocate the necessary resources to produce the Revised Draft RI for IR Site 2 within the next 12 months.

Thank you for considering our comments. We wish to express our continuing interest in the Alameda FFA and SMP and request copies of any proposed amendments to these documents and timely notification of public comment opportunities.

EPA Response to Golden Gate Audubon Society Comments

EPA agrees that the proposed Alameda Wildlife Refuge will provide a unique and valuable natural resource to Alameda and to the Bay Area. Operable Unit 4A, the West Beach Landfill and Wetlands, is fenced off to the public and does not present a current threat to human health. Alameda's limited funding is slated for the highest priority sites which present a current threat to human health or which have been designated as high priority for transfer by the City of Alameda. Operable Unit 4A, the West Beach Landfill and Wetlands, is considered a medium to low priority by the Navy, EPA and the City of Alameda. It is part of a federal-to-federal agency transfer, and as such is eligible to be transferred prior to or at any time during or after clean up activities have commenced or are completed.

The current schedule for Operable Unit 4A reflects three major factors that determine how fast the investigation and clean up of this site can move. The first factor is the lack of funding available for clean up of Alameda. The second factor is the limited window of time available to perform field work which has to be conducted during the off-nesting season for the birds that populate IR Site 2. The third factor is the desire expressed by all reviewers of the original Draft RI Report that groundwater quality be evaluated during both wet and dry conditions. The Navy intends to include groundwater quality data collected over a year in the Revised Draft RI Report.

The Navy has committed to elevating the priority of this site as funding becomes available, and intends to perform appropriate removal actions prior to the Remedial Investigation Report submittal. All removal actions will go through public comment before they are performed.

Letter from the City of Alameda

The following are the City of Alameda's comments on the Federal Facility Agreement ("FFA") for Alameda Naval Air Station (known as "Alameda Point"). We appreciate this opportunity to continue the City's dialogue with EPA concerning this NPL site.

To establish the context for the City's comments, it is helpful to remember that the NPL listing of Alameda Point was supported by the City Council of the City of Alameda, which has resulted in the voluntary listing of the site. It has been the City's concern since the inception of the listing process, and even before when the City was first approached by the EPA, that the City be fully informed of all decisions that could affect reuse and redevelopment of Alameda Point. In addition, please be advised that on August 9, 2001, the City selected a master developer, Alameda Point Community Partners, for Alameda Point. Hence, it is imperative to the City that the activities preparatory to approving development plans for the property move forward in a timely manner.

With that context in mind, the City wishes to offer the following comments.

1. The FFA Makes no Provision for Consultation With the City at a Sufficiently Early Stage in the Remedial Decision Process to Affect the Outcome.

While the FFA provides for public participation, such participation requirements extend explicitly only to "members of the public interested in this action" [Section 12.7], and the "general public", which may be represented by inclusion of a restoration advisory board [Section 12.7(a)]. A restoration advisory board, or RAB, has been created for Alameda Point. [See Sections 34.6 and 36]. Only the Navy, EPA and the State are to be provided opportunities to review draft documents [Section 10.7].

The FFA's consultation requirements make no mention of the City, despite the fact that the City is the land use regulator, enforcer of the Marsh Crust Excavation Ordinance, the master tenant under the LIFOC, and the transferee for Alameda Point, and presumably will be required to take on substantial additional responsibilities in the event that any of the remedies selected include institutional controls. This lack in the FFA of a provision requiring early consultation with the City is a grave omission in view of the fact that such early consultation, in particular concerning remedy selection and schedules, could save EPA substantial regulatory resources, and could save the Navy substantial time and money as well, by ensuring coordination with the City's and the master developer's redevelopment and reuse plans.

Section 10.2 (a), 10.3(a), and 10.7(a) should direct the Navy to issue draft primary documents to the City/ARRA contemporaneously with issuance to EPA and the State, so that we may review and comment in a timely manner.

Section 16.3 should provide that the City/ARRA also be copied on the minutes and agendas of Project Manager meetings.

Section 16.7 should specify that the City/ARRA get at least two copies of primary documents.

Section 16.8 should specify City/ARRA addresses.

Section 32.3 should include the City/ARRA among these immediately notified “if preliminary [sample] analysis indicated that an imminent or substantial endangerment to human health or the environment may exist”.

Section 34.2 should provide for advising the City/ARRA of press releases and their contents when other Parties are advised.

2. The FFA Makes no Provisions in the Event of an Early Transfer.

Section 27 of the FFA may be taken to assume that all portions of Alameda Point will be transferred pursuant to a FOST; i.e., a “clean” transfer. However, the Navy has given all indications that it would like to continue to pursue the possibility of early transfers of many portions of the property. Inasmuch as CERCLA Section 120(h) contains numerous requirements and safeguards pertaining to early transfers, and given the potential for parties other than the Navy to undertake remediation under an early transfer agreement, the City believes that the FFA should more directly cover this contingency as well. At the very least, the FFA should ensure that remediation responsibilities ultimately lie with the Navy, as provided for in Section 120(h) regardless of any agreements under which other parties contract to undertake the remediation work.

Appendix A, Site Management Plan, reflects a schedule of environmental clean-up activity. A number of these dates, reflecting conveyance as late as 2008, are of grave concern to the City. Now that we have selected a master developer, we anticipate moving forward quickly on conveyance of clean property and redevelopment of the base. Any time delays adversely affect the City’s ability to put the base into productive use.

Because the FFA is a signed document, it is unclear in what manner the City’s comments will or can be incorporated into the agreement. Nevertheless, we appreciate this opportunity to provide comments, and look forward to a cooperative working relationship with EPA.

EPA Response to the City of Alameda’s Comments

EPA appreciates the City’s desire to be fully informed of all decisions that could affect reuse and redevelopment of Alameda Point, and we appreciate the City’s involvement in the cleanup process.

Because the FFA is an agreement between the Navy and EPA (and potentially the State) setting forth the responsibilities of each party to the other, EPA does not feel it appropriate to include the City's recommendations as mandatory provisions of the FFA. EPA and the Navy agree, however, that notification of the City in the situations set forth in the City's comments is reasonable and could help facilitate remediation of the site. EPA and the Navy intend to continue the practice of keeping the City informed and soliciting City input by sending copies of all draft documents to the City to review, by soliciting and responding to comments from the City on all draft documents, inviting the City to attend all BCT and RPM meetings and conference calls and sending copies of all agendas and minutes from such meetings and conference calls to the City. The City will be given notice of press releases prior to issuance by EPA or the Navy and will be notified immediately if an imminent or substantial public health threat arises in the course of clean up activities.

With regard to the City's comment regarding the possibility of an early transfer, we note that Section 27 of the FFA is not limited to a "clean" transfer. As noted in that section of the FFA, the Navy acknowledges its continuing responsibility under Section 120(h) of CERCLA. EPA does not believe that amendment of the FFA is necessary given the broad scope of Section 27 and the provisions of CERCLA itself.