



September 10, 2001

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Anna-Marie Cook
Remedial Project Manager
United States Environmental Protection Agency - Region IX
75 Hawthorne Street
San Francisco, CA 94105

Subject: Federal Facility Agreement, Alameda Naval Air Station,
Alameda, California

Dear Ms. Cook:

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 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

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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 those immediately notified "if preliminary [sample] analysis indicates 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.

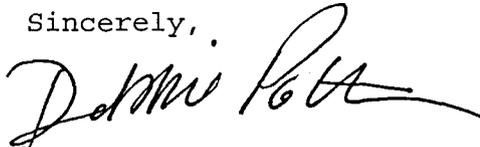
Section 27 of the FFA may be taken to assume that all portions of Alameda Point will be transferred pursuant to a FOST; i.e., a "clean" transfer. However, the Navy has given all indications that it would like to continue to pursue the possibility of early transfers of many portions of the property. Inasmuch 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 reuse.

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.

If you have any questions or need additional information, please contact me at (510) 749-5833.

Sincerely,



Debbie Potter
Base Reuse and Redevelopment Manager

DP:nm

Anna-Marie Cook
Remedial Project Manager

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cc: Terri Highsmith, Asst. City Attorney
Ellen Garber, Shute, Mihaly & Weinberger, LLC
Peter Russell, Northgate Environmental Management
Thom Gamble, Alameda Point Community Partners

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