

FEDERAL FACILITY AGREEMENT MEETING
BETWEEN
MCB, CAMP LEJEUNE; LANTNAVFACENGCOM; EPA; STATE OF NC

1. Meeting began 0900, Thursday, 25 May 1989. Those in attendance were:
 - a. Sheila Ashton, Code 1152, LANTDIV
 - b. LtCol J. Wellington, Deputy SJA, MCB, CamLej
 - c. Capt. S. Hinkle, Attorney, SJA, MCB, CamLej
 - d. Stephen Anderson, Office of Counsel, LANTDIV
 - e. Mickey Hartnett, Waste Mgt Div, EPA, Region IV
 - f. Mary Curnane-Johnson, Off. of Reg. Counsel, EPA, Reg IV
 - g. Victor Weeks, Waste Mgt Div, EPA, Region IV
 - h. Bob Alexander, Environmental Engineer, MCB, CamLej
 - i. Leland Laymond, Groundwater Section, NC Div of Env Mgmt
 - j. Jerry Rhodes, NC Hazardous Waste Branch
 - k. Jack Butler, NC Superfund Branch
 - l. Nancy Scott, NC Attorney General Office
 - m. Julian Wooten, Director, NREAD, MCB, CamLej

2. LANTDIV opened the meeting with a review of the 26 April 1989 meeting specifically stating that the primary purpose of the meeting was to review areas of concern regarding EPA's proposed FFA (revised version) dated 16 May 1989. LANTDIV also reiterated that the FFA will require review and approval through the chain of command for both the Navy and Marine Corps for final signature by the Assistant Secretary of the Navy (S & L).

3. EPA explained that the term "interim remedial action" will become obsolete with the new NCP and that the terms "removal action" or "remedial action" will have to be used. One possible new term may be "remedial actions at operable units." It was agreed that a current definition of terms would be developed and that the FFA could be amended later to reflect future changes in the NCP. EPA will inquire from their HQ regarding the current use of the term "interim remedial action."

4. EPA requested that a glossary of acronyms be prepared as an appendix to the FFA. LANTDIV and MCB were in agreement and will provide a preliminary glossary in the counter-proposal.

5. The State representatives arrived and the discussions were focused on the handout provided by MCB. Page numbers correspond to EPA's FFA dated 16 May 1989 and underscored statements or questions refer to the attached list of discussion topics.

6. 1. Pg. 8 - EPA's position on "site": EPA and the State concur in the site boundary being designated as the Camp Lejeune-MCAS New River (MCB - MCAS) Complex to include all existing federal property, areas, sites, facilities, and activities managed by the Marine Corps. EPA will recommend to their HQ that the final NPL listing be worded as such.

6. (Cont.) LANTDIV/MCB participants agreed with this position and will seek concurrence through the chain of command.
7. MCB discussed the nature of the "parallel" operational command structure at MCB and MCAS and the fact that the Commanding General, Marine Corps Base, Camp Lejeune is the "owner" of all real property for both areas. Real property incorporates buildings, structures, utilities, improved and unimproved grounds. This ownership includes responsibility for the maintenance and condition of real property and responses to releases to the environment for both areas. The Commanding Officer, Marine Corps Air Station, New River maintains operational control over the activities housed in MCAS facilities. The most important activity to be considered in the FFA process is the handling of hazardous material/waste which is generated (under separate EPA ID number) by military units under CO, MCAS control.
8. Pg. 1 - FFA will reflect Department of the Navy (not Marine Corps) and will include cites (and, where appropriate, cite editions) following each regulatory reference.
9. It was agreed by all parties that LANTDIV/MCB would issue a complete FFA as a counter-proposal and that future changes could be made to the LANTDIV/MCB document as negotiated among the Parties.
10. 2. Pg. 6 - Why RAP singled out as enforceable appendix? The Parties agreed to drop the requirement for the RAP to be an enforceable part of the FFA.
11. The roles of "Project Manager" were discussed and it was agreed that future definitions would clarify the differing responsibilities between LANTDIV/MCB, EPA, and the State agencies.
12. 3. Pg. 6 - "Significant new site condition" LANTDIV/MCB will include definition from Robins Agreement.
13. 4. Pg. 7 - "Constituents" The State clarified the regulatory significance of this term and LANTDIV/MCB will retain in future proposal(s).
14. Pg. 8 - "Remedial/Corrective Action" The Parties discussed the RCRA/CERCLA integration aspects of the FFA and agreed that the FFA would cover all remedial and corrective actions (long-term investigation/cleanup) but not short-term emergency responses such as new spills. LANTDIV/MCB will provide terminology to this effect in the counter-proposal.

15. 5. Pg. 10 - "Accelerated" no longer appropriate - IRA and Final should be used. EPA will provide new definition to use that will be consistent with the new NCP which uses the terms "removals" and "remedial actions" and no longer includes the terms "accelerated" or "interim remedial actions."

16. 6. Pg. 13 - Clarification of CERCLA/RCRA review process. LANTDIV/MCB will provide revised wording for this section.

17. 7. Pg. 13 - Why Findings of Fact and Determinations section? MCB emphasized the importance of keeping the FFA a procedural document and the lack of information similar to the Robins situation that would allow a detailed section to be developed for the MCB sites. EPA felt that the information was important to keep in the FFA to provide background information to the public that may be reviewing the FFA. It was agreed that a "preamble" would be developed in similar format to the Robins Section to accompany the FFA. LANTDIV/MCB will provide a draft "preamble" in the counter-proposal.

18. 8. Pg. 15 - What does EPA intend to put into "Scope"? EPA wants to see a description of the major steps (such as "Conduct Remedial Investigation") but is unsure of the legal basis for this section. LANTDIV/MCB will address this in the counter-proposal.

19. Pg. 11 - The State questioned the phrase "be deemed to" which will be deleted in the counter-proposal.

20. 9. Pg. 17 - Why is draft final left out? Typographical error that will be corrected in the counter-proposal.

21. Pg. 18 - EPA stated that this list should reflect the list of primary documents on pg. 52.

22. Pg. 19 - It was agreed that the thirty (30) days could be changed to "not less than quarterly or on call."

23. Pgs. 21, 22 and 23 - Review period was felt by all Parties to be unrealistic and that sixty (60) days would be better.

24. 10. Pg. 25 - What does "significant" mean. Also go back to description vice a list of secondary documents. It was agreed to use the Robins definition of "significant" and that EPA would provide a list of primary/secondary documents.

25. 11. Pg. 28 - Broach issue that CG does not administer. Other issues are left to in-house resolution. Why deviate from 14 days to 7 days and add extra sentence? All agreed to use the term "Commanding General or his designee" and that time periods for dispute resolution would reflect the DOD-EPA model.
26. 12. Pg. 31 - XII - Is their intent to cover only major modifications? LANTDIV/MCB will provide revised wording for this section as well as the wording on extent of modifications to be performed by the project manager from Section XVII.
27. 13. Pg. 34 - Why permit clause? Get their idea of permit process. Which ones do we need? What is "other authorization?" EPA identified Corps of Engineers permits that may be required for roads or fill operations pursuant to actions required by the FFA. "Other authorizations" may include such things as Coastal Consistency Determinations.
28. 14. Pg. 36 - What does "present" mean? Individual or individuals? The parties agreed that "present" could be changed to "available" and that one or more persons could be used as long as the expertise is available.
29. 15. Pg. 41 - Who do they have in mind as being part of local community? The State stressed the importance of having representation from environmental interests in the local area involved in the process. EPA stressed the "technical" nature of the TRC and that the existing group was sufficient for this purpose. The Parties agreed to use the existing Technical Review Committee established for MCB.
30. 16. Pg. 42 - Can we substitute Navy QA/QC and, if we go with EPA, does it include changes? EPA stated that the Navy (NEESA) and EPA are currently looking at the two systems to establish equivalency and that this issue should be held for a future date.
31. 17. Pg. 43 - We want any party being able to request samples. Clarify "records." Is this only the Administrative Record? The Parties agreed to use "any Party" in this section and the "records" should be limited to the Administrative Record.
32. 18. Pg. 45 - Where did this section come from regarding the taking of non-Marine Corps property? EPA stressed the importance of insuring continuity of off-Site activities regardless of ownership of that property. LANTDIV/MCB will propose revised wording for this section.

33. 19. Pg. 46 - Why have they deleted clause where they (EPA) will assist in access? All Parties agreed to return the original clause in the counter-proposal.
34. 20. Pg. 47 - Bring up as a concern that 5-year review is unilateral. LANTDIV/MCB will revise section to state that the Marine Corps will take the lead with regard to the 5-year review.
35. 21. Pg. 48 - Last clause of "other claims" - what does EPA mean? All Parties agreed to delete this clause.
36. 22. Pg. 48 - Why delete EPA/State covenants not to sue? LANTDIV/MCB will include original sections in counter-proposal. The State will provide revised wording for Section XXV on State's Reservation of Rights.
37. 23. Pg. 52 - Is this typo to exclude page 52? No - pages 53 and beyond should be renumbered.
38. 24. Pg. 55 - Note that we will go back to boilerplate omitting "State." All Parties agreed to remove references to State's ability to impose stipulated penalties.
39. 25. Pg. 62 - What do they mean by "Activities?" EPA intends to retain this wording in order to retain the broadest application of DERA funding.
40. 26. Pg. 64 - Part C. Why invoking RCRA-permit-public participation section? All Parties agreed to change the term in paragraph C from "RCRA permits" to "as appropriate" or "as required by law."
41. 27. Pg. 65-66 - What is EPA's intent in Public Comment section? (i.e., withdrawal/modification). All Parties agreed to use the wording from the Robins Agreement for this section and that circulation prior to signature would be preferred to keep the Parties in negotiation vice requiring dispute resolution for changes due to public comment.
42. 28. Pg. 67 - Part D - what is an "article of decision." EPA will provide clarification of this term to LANTDIV/MCB to use in the counter-proposal.
43. 29. Pg. 67-69 - Recovery of Expenses - Ask NC whether they have problem with Robins structure. Ask them if they are aware of DODSMOA. State will review wording of Robins Agreement to see if it is adequate to meet their needs until the DODSMOA is signed between DOD and NC.

44. 30. Pg. 69 - Ask EPA to clarify "Termination." The Parties agreed that LANTDIV/MCB will provide revised wording with regard to termination of actions at the Site and that the termination of the FFA will be handled as a future modification to the Agreement.

45. LANTDIV/MCB will provide the complete counter-proposal to both EPA and the State no later than 11 July 1989. The next meeting, which will formally kick-off the negotiation process, will be held in Raleigh on 25 July 1989 (with possible extension to the 26th) beginning at 0900. The State will notify the other Parties as to the precise meeting location. All Parties agreed to shoot for a thirty (30)-day cycle between meetings.

DISCUSSION TOPICS FOR EPA MEETING OF 25 MAY 1989

1. Pg. 8 -- EPA's position of "site"
2. Pg. 6 -- Why RAP singled out as enforceable appendix?
3. Pg. 6 -- "Significant new site condition."
4. Pg. 7 -- "Constituents."
5. Pg. 10 -- "Accelerated" no longer appropriate - IRA and Final should be used.
6. Pg. 13 -- Clarification of CERCLA/RCRA review process.
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26. Pg. 64 -- Part C. Why invoking RCRA-permit-public-participation section?
27. Pg. 65 -- What is EPA's intent in Public Comment section? (ie - withdrawal/modification).
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