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Code 11518/20

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NAS PENSACOLA

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Certified mail

Mr. Eric Nuzie  
Technical Review Section  
Florida Department of Environmental Regulation  
2600 Blairstone Road  
Tallahassee, FL 32301

Subj: FEDERAL FACILITY AGREEMENT

Dear Mr. Nuzie:

Enclosure (1) is a copy of the Navy's minutes of the second FFA negotiation meeting that was held on November 13 and 14, 1989. In addition to the changes agreed upon during the meeting, the Way has proposed that *the* changes in enclosure (2) be considered for the next draft of the FFA.

The Navy is available to meet at 1:30 p.m. on December 6, 1989 with FDER to discuss a separate agreement for petroleum sites at all Florida Naval activities. The Way is planning to attend the third negotiation meeting for the FFA with EPA and FDER on December 7 and until noon on December 8, 1989.

It is the Navy's understanding that the above meetings will be in Tallahassee, Florida. Please contact Ms. Monique Williams at (803) 743-0663 for confirmation of the above schedule.

Enclosures:

- (1) Navy minutes
- (2) Navy's proposed changes

J. B. MALONE, JR. P.E.  
ACTING HEAD, REMEDIAL  
ACTIVITIES BRANCH

Copy to:  
(w/enc1)

PWC Pensacola (Mark Lewis)  
NAS Cecil Field (David Pipkin)  
NAS Pensacola (Dewayne Ray)  
NAS Jacksonville (Tim Curtin)  
NAVFAC (O9C, Ray Goldstein)

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NAVY MINUTES FOR  
SECOND FFA NEGOTIATION MEETING  
ATLANTA, GEORGIA  
13-14 NOVEMBER 1989

I. JURISDICTION

Navy and FDER discussed inclusion of petroleum sites in the FFA. Navy feels that petroleum clean up provisions are not appropriate for the FFA since it introduces a foreign program to an Agreement that was drafted for CERCLA/RCRA corrective actions. FDER felt inclusion was appropriate as this would tie all cleanups into the Agreement.

FDER also stated it must have an agreement for the petroleum cleanups included.

Navy and FDER are to discuss possibility of separate agreement for petroleum areas only for all Navy facilities in Florida.

Petroleum issues/references throughout the Agreement are subject to removal pending resolution of dispute between FDER and the Navy.

II. PARTIES

Parties disputed 5th sentence concerning notifying Navy employees, contractors, owners, operators, etc. of existence of this Agreement. Navy is to propose new language for this section.

III. DEFINITIONS

Navy proposed new definition of "Facility."

EPA will add definition of "Proposed Remedial Action Plan," "Site Management Plan," and "Potentially Contaminated Areas."

Navy will propose new definition for "Significant New Information."

IV. SITE DESCRIPTION

Parties agree with Navy's draft for NAS Cecil Field. EPA and FDER will review site descriptions submitted for NAS Pensacola and NAS Jacksonville,

V. FINDINGS OF FACT

Minor modifications to wording on Cecil Field version. FDER reserved comments on this section until further review. EPA and FDER to review Findings of Fact for NAS Jacksonville and NAS Pensacola.

Modified paragraph G.2. by deleting reference of paragraph G. of Section VIII. EPA wanted to add "subject to dispute Resolution at end of paragraph G.

#### VI. PURPOSE

EPA to insert paragraph B.1. of model language, inserting "operable unit" for "interim remedial action."

Minor modification to paragraph B.6.

#### VII. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

All agree on paragraph A. Added model language to paragraph B. and deleted last sentence in paragraph B.  
Paragraph E. under dispute between FDER and the Navy.

#### VIII. CONSULTATION WITH USEPA and FDER

Navy awaiting inclusion of Appendix D. that describes the primary documents and matrix of secondary documents that feed into corresponding primary documents.

EPA to change "location specific" to a more descriptive term.

Minor wording change to paragraph J.2.

#### IX. SCOPE OF THE AGREEMENT

EPA is to review Navy's proposed Scope of Agreement. Navy's proposed language numbers this section as 11. to be included in the front of the Agreement. EPA agreed to delete paragraph D. of their version.

Will revisit this section.

#### X. PERMITS

Added "Remedial Action" before "Work Plan" in paragraph B. Minor word change in paragraph C.

#### XI. IMMINENT AND SUBSTANTIAL ENDANGERMENT

Keep Navy's use language ; change "order in ig to  
t directive" t: section. t FDER after EPA  
throu ut secti:

#### XII. REPORTING

Add "by the Navy." to the end of the last sentence on page.

XIII. NOTIFICATION

All agree. Navy to submit addresses for the project managers and the Facility IR managers for NAS Jacksonville, and NAS Pensacola.

XIV. PROJECT MANAGERS

All agree.

XV. SAMPLING AND DATA DOCUMENT AVAILABILITY

Minor wording changes in paragraphs A. and B. All agree.

XVI. RETENTION OF RECORDS

All agree.

XVII. SITE ACCESS

Changed "Site" to "Facility" in paragraph A.

Navy to propose language for paragraph C. Navy to check on authority under 104(e) of CERCLA.

XVIII. CONFIDENTIAL INFORMATION

Navy proposed new language to EPA and FDER for this section. Agencies will review proposed language and revisit this section at next negotiation meeting.

XIX. FIVE YEAR REVIEW

Navy was given copy of OSWER directive mentioned in paragraph A. EPA to change wording as reflected in the statute that would require 5 year review only if contamination is left in place.

Changed "determined" to "agreed by the Parties" in last line of paragraph A.

XX. OTHER CLAIMS

All agree.

XXI. THE STATE'S RESERVATION OF RIGHTS

FDER agreed to strike first paragraph. All Parties agree to second paragraph.

XXII. STIPULATED PENALTIES

Changed 15 days in paragraph C. to 30 calendar days. EPA to check with their headquarters about deleting D.I. Paragraph E. under discussion between EPA and FDER.

**XXIII. DEADLINES**

Changed Scope of Work to Management Plan.

Paragraph C. under dispute between the Navy and EPA. Navy will bring description of budget process to next negotiation meeting.

**XXIV. EXTENSIONS**

**This** section to be modified to include some formally Force **Majeures** as good caused for extensions.

In paragraph D. added sentence: "Any failure by EPA and FDER to respond within 10 days shall be deemed to be nonconcurrence in the requested extension.

**XXV. FORCE MAJEURE**

Navy and FDER discussed deleting some Force Majeures. Navy will propose this to their higher authorities and will be prepared to discuss these issues at the next negotiation meeting.

**XXVI. RESOLUTION OF DISPUTES**

Minor changes made to titles for DRC and SEC representatives.

In paragraph F., change "requests" and "orders" to "direct in writing."

**XXVII. ENFORCEABILITY**

Navy and FDER agreed to revisit this section at the next negotiation meeting.

**XXVIII. Convevance of Title**

Added Navy's language after end of first sentence. All agree.

**XXIX. ADMINISTRATIVE RECORD AND PUBLIC PARTICIPATION**

All agree.

**XXX. PUBLIC COMMENT**

All agree.

**XXXI. AMENDMENT OF AGREEMENT**

All agree.

XXXII. RECOVERY OF PENSES

change "Navy" to D " " gr E

XXXIII. TERMINATION

ER deleted last sentence; l agree.

XXXIV. FUNDING

All agree, .

XXXV. EFFECTIVE DATE

Parties discussed paragraph C. Navy feels language could be changed to satisfy all Parties. Will discuss at next negotiation meeting.

XXXVI. TOTAL INTEGRATION

All agree.

Next negotiation meeting scheduled for 6 December 1989 for Petroleum Agreement between the Navy and FDER. Meeting on 7-8 December in 1989 to resolve outstanding issues in the FFA between all Parties. Meetings are to be held in Tallahassee, Fl.

II. PARTIES

The Parties to this Agreement are the U.S. EPA, the State of Florida and the Navy. The terms of this Agreement shall apply to and be binding upon the U.S. EPA and the State, and the Navy, its agents, employees, response action contractors for the Site and all subsequent owners, operators and lessees of Cecil Field. The Parties will notify each other of the identity, qualifications and assigned tasks of each of its contractors performing work under this agreement upon their selection. This Section shall not be construed as an agreement to indemnify any person. For any contract in which a "pre- N  
Field. the Naw will Provide notice of the existence of this  
Agreement to the contractor. Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally such Party to this Agreement.

III. DEFINITIONS

GG. "Significant New Information" for the purposes of this Agreement means information that is of material assistance in protecting or evaluating impacts on the public health, welfare or the environment, or in evaluating the selection of response/corrective action alternatives which became known after a  
document was finalized.

XVII. SITE ACCESS

[Delete existing paragraph C. and add the following]

C. During negotiations with property owners on whose property where Navy monitoring wells, pumping wells, treatment facilities or other response actions are to be located, the Navy will request the inclusion of a clause in the access agreement which requires the owners to notify the Parties by registered/return receipt mail, at least forty-five (45) calendar days prior to any conveyance or any other transfer of any interest in the property. The Navy will use their best efforts to insure the continued operation of the monitoring wells, treatment facilities, or other response actions installed pursuant to this Agreement.

XIII. NOTIFICATION

[The following is a list of codes for the Navy's Project Managers. The address should remain the same as in the NAS Cecil Field FFA.]

(NAS Cecil Field) Code 11518; (NAS Jacksonville) Code 11512; (NAS Pensacola) Code 11526

[Addresses for the Facility IR Manager for NAS Jacksonville and NAS Pensacola are as follows:]

**NAS Jacksonville**  
Facility IR Xanager  
Code 184  
Public Works Department  
Environmental Div./ P.O. BOX 5  
Jacksonville, FL 32215-0108

NAS Pensacola  
Facility IR Manager  
Code 18210  
Building 1754  
Pensacola, FL 32508



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# FFA Negotiations, Atlanta, GA (SECOND ROUND)

<u>Name</u>	<u>Organization</u>	<u>Telephone</u>
Mark Lewis	N.PWC, Pensacola	(904) 452-3502
James Malone	SOUTHNAUFAC	803-743-056
DEWAYNE RAY	NAS PENSACOLA	904-452-4512
Monique S. Williams	SOUTHNAUFAC	(803) 743-0669
John M. Ruddell	Florida DBR	(904) 488-0190
DAVID THULOVIN	FDER	(904) 488-9730
James J Crane	FDER	904-488-0190
JEWELLY A. SPAGG	EPA / FED. FACs.	404 / 347-5059
Mickey Hartnett	EPA / fed fac Unit	" " "
Nancy Dean	EPA / FFU / EISB / WD	404 / 347-5059
MARY D. HEDIFF	USEPA - ORC	404 / 347-2641
DAVID A. PIPKIN	NAS Cecil Field	904-778-6561
ST CLAYTON JONES	NAS JAA	904-772-2941
Timothy Curtin	NAS SAx	904-772-2717
Herbert Frisell	SOUTHNAUFAC	(803) 743 0602