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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IV

345 COURTLAND STREET, N.E.
ATLANTA, GEORGIA 30365

DATE: 8/9/89

SUBJECT: Proposals for Camp Lejeune FFA

FROM: Mickey Hartnett, Chief
Federal Facilities Unit, ISS, SISBTO: LtCol. J. Wellington, Deputy SJA
Marine Corp Base Camp Lejeune, NC

Please find attached the EPA proposals for the Federal Facility Agreement for your consideration as we discussed in our last meeting. In addition I have included some additional guidance on the Primary and Secondary documents relating to the RD/RA process that has been recently developed by the Region. If you have any questions please contact me at (404) 347-5059 / FTS 257-5059 or Elaine Levine at (404) 347-2641 / FTS 257-2641.

cc: Lee Crosby, NC Department of Environment, Health and Natural Resources
Nancy Scott, NC Attorney Generals Office
Elaine Levine, EPA ORC

Definitions

"Corrective Action" means 1) to identify and evaluate the nature and extent of the release of hazardous waste or constituents from Solid Waste Management Units (SWMUs) at the Site; 2) to identify, develop, and implement the appropriate corrective measures at the Site to protect human health and the environment.

"Significant New Information" means 1) information that was not previously available; or 2) new or existing data that has been subjected to sampling or analysis techniques or interpretations or treatment technologies, which were not previously available or were not previously recommended for use by the Parties.

"Time-Critical Removal" means those removals where, based on a preliminary assessment, the Marine Corps determines that a removal action is appropriate and that there is a period of less than six months available before response action must be initiated. All response actions which do not meet the above criterion and any contamination remaining at the conclusion of a Time-Critical Removal shall be addressed as Operable Units.

V. PURPOSE AND SCOPE

A. The general purposes of this Agreement and the scope of work to be conducted by the Marine Corps are:

1. Ensure that the environmental impacts associated with past and present activities at the Site are thoroughly investigated by the Marine Corps through Site remedial investigations and feasibility studies, and that appropriate remedial action alternatives are developed and proposed, and finalized in Records of Decision (RODs);

2. Ensure that response actions specified in Site RODs are implemented by the Marine Corps as necessary to protect the public health or welfare, and the environment;

3. Establish a procedural framework and schedule requiring the Marine Corps to develop, implement and monitor appropriate response actions at the Site in accordance with CERCLA/SARA, the National Contingency Plan (NCP), RCRA, EPA or State issued guidance and policy and applicable State law relevant to remediation at the Site; and

4. Facilitate cooperation, exchange of information and participation of the Parties, and provide for public participation in such actions.

B. Specifically, the purposes of this Agreement and the scope of work to be completed by the Marine Corps are:

1. Require the Marine Corps to perform Site RI(s) to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the releases and/or threats of release of hazardous substances, pollutants, contaminants or constituents;

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2. Require the Marine Corps to conduct Site Risk Assessments to determine the health and environmental risks associated with Site contamination as defined by RI(s).

3. Require the Marine Corps to perform Site FS(s) to identify, evaluate, and propose alternatives for the appropriate Site RA(s) to prevent, mitigate or abate the releases or threats of release of hazardous substances, pollutants, contaminants or constituents in accordance with the authorities cited in Section I (Jurisdiction) of this Agreement, and all provisions of RCRA, CERCLA, and the NCP, as amended, and in accordance with EPA or State issued guidance.

4. Require the Parties to finalize proposed Site remedial actions through consultation and public participation, and to document such RA(s) in Site ROD(s).

5. Identify the nature, objective and schedule of response actions to be taken by the Marine Corps at the Site. Such response actions at the Site shall attain that degree of remediation of hazardous substances, pollutant, contaminants or constituents mandated by CERCLA/SARA and applicable or relevant and appropriate requirements (ARARs) under State law.

6. Identify Incremental Remedial Actions also known as Operable Units, at specific locations at the Site to include all removal actions except Time-critical Removal actions, which are appropriate at the Site prior to the implementation of final RA(s). Incremental Remedial Actions (Operable Units) shall be identified and proposed to the Parties as early as possible prior to formal proposal of those actions pursuant to this Agreement. This process is designed to promote cooperation among the Parties in identifying Operable Units prior to this formal proposal.

7. Implement the selected Incremental Remedial Actions (Operable Units) and Remedial Action(s) in accordance with CERCLA and applicable State law and meet the requirements of Section 120(e)(2) of CERCLA for an Interagency Agreement among the Parties.

8. Except as provided in Section VI (Statutory Compliance/RCRA/CERCLA Compliance) assure compliance, through this Agreement, with RCRA and other federal and State hazardous waste laws and regulations for matters covered herein as consistent with the NCP and EPA or State issued policy/guidance.

9. Coordinate response actions at the Site with the mission and support activities at Marine Corp Base Camp Lejeune and Marine Corp Air Station New River, North Carolina.

10. Expedite the remediation process to the extent consistent with protection of human health or welfare, and the environment.

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11. Provide for State involvement in the initiation, development, selection and enforcement of remedial actions to be undertaken at the Site, including the review of all applicable data as it becomes available and the development of studies, reports, and action plans; and to identify and integrate State ARAR's into the remedial action process subject to Section 121(d)(4) and (f)(3) of CERCLA.

12. Provide for public participation through the implementation by the Marine Corps of the Site Community Relations Plan.

13. Provide for operation and maintenance of any remedial action selected and implemented pursuant to this Agreement.

C. Additional work or modification to work:

1. In the event that the U.S. EPA or the State determine that additional work or modification to work within the scope of this Agreement is necessary to accomplish the objectives of this Agreement, notification of such additional work or modification to work shall be provided to the Marine Corps. The Marine Corps agrees, subject to the dispute resolution procedures set forth in Section XI (Resolution of Disputes), to implement any such work.

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2. Any additional work or modification to work determined to be necessary by the Marine Corps shall be proposed in writing by the Marine Corps and will be subject to review as a primary document in accordance with Section X (Consultation with U.S. EPA and the State) of this Agreement prior to initiating any additional work or modification to work.

3. Any additional work or modification to work approved pursuant to Paragraphs 1 or 2 shall be completed in accordance with the standards, specifications, and schedule determined or approved by U.S. EPA and the State. If any additional work or modification to work will adversely affect work scheduled or will require significant revisions to an approved Work Plan, the U.S. EPA and the State Project Managers shall be notified immediately of the situation followed by a written explanation within five (5) business days of the initial notification.

D. After the completion of a preliminary assessment and site inspection, existing or previously unknown sites, contamination or releases, and Significant New Site Conditions may be addressed as additional work under the terms of this Agreement as specified in Subsection C above.

VII. FINDINGS

The general findings of the Parties are: (1) past releases of hazardous substances have occurred at the Site, (2) other unknown releases of hazardous substances at the Site may have occurred in the past, may be occurring presently, or may occur in the future, (3) the documented releases of hazardous substances shown on Attachment Two will require remedial investigations and feasibility studies, and (4) the threats to release hazardous substances shown on Attachment Three may require remedial investigations and feasibility studies based on the results of preliminary assessment and site inspection evaluations.

Specifically, the Parties find that: (1) The Marine Corp have, through previous investigations, identified ___ possible locations of releases of hazardous substances or contamination at the Site and of such locations twenty-two (22) have been documented to-date as having releases of hazardous substances, (2) there has been a release of hazardous substances into the shallow and deep aquifers at the Hadnot Point Industrial Area, (3) eight potable wells serving the Hadnot Point Industrial Area have been closed due to contamination by hazardous substances, (4) Camp LeJeune Military Reservation was proposed for the National Priorities List on June 24, 1988 (53 FR 23988).

[NOTE: The following is a description (in attachment?) of the RD/RA Primary and Secondary Documents which would be listed in an IAG/FFA. This is an attempt to pare down the RD/RA information that is described in the CERCLA guidance for private sites and clarify what would be submitted by a federal facility to EPA and the State. This guidance is still under development.]

The Primary Documents for the Remedial Design/Remedial Action process shall be listed as the "Remedial Design Report(s)" and "Remedial Action Work Plan(s)" and "Final Remediation Report(s)":

REMEDIAL DESIGN PROCESS

A. Remedial Design Implementation Plan (Secondary Document):

1. Describe how, prior to the initiation of design, the Party will initiate and/or revise the CRP to address community concerns anticipated during the RD/RA process or indicate how they are addressed by the CRP;
2. Describe how the design will meet the scope and goal(s) of the of the approved remedial action plan for the site/operable unit; and
3. Provide the Schedules for the submission of the Remedial Design/Reports and included activities. Include a brief description of the contents of each and any schedules of related activities.

B. Remedial Pre-Design Report (Secondary Document):

1. A Site/Operable Unit description including a topographic map and preliminary layout of remedial activities.
2. Summary of the Selected Remedy including:
 - Description of remedy;
 - Scope and goal(s) of remedy;
 - Preliminary design criteria and rationale;
 - General operation and maintenance requirements;
 - Long term environmental monitoring requirements;
 - Specific factors from RI/FS affecting remedy;
 - Results of applicable tests or studies and impact(s) on remedy; and
 - Description of additional tests or studies needed to design or implement remedy.
3. Special Design/Implementation Considerations including:
 - Special technical considerations;
 - Additional engineering/site data required;
 - Permit and or regulatory requirements (ARARs);
 - Access, easements, right-of-way needs; and
 - Health and Safety considerations.

C. Remedial Design Report (Primary Document):

The Remedial Design Report shall:

1. Describe how the design will implement and accomplish the goal(s) of the approved Remedial Action Plan and the selected remedy;
2. Provide the schedule for completion of various components of the preliminary and final designs and implementation of work (e.g., site selection, site preparation, construction, testing, start-up, etc.); and
3. Provide Design Plans and Specifications:
 - a. Preliminary design addressing not less than 30% of the total design based on the information in the Remedial Design Report (for review);
 - b. Prefinal design at 90% completion which shall include all functional details, specifications and drawings (for review); and
 - c. Final design at 100% completion with final construction drawings and specifications.

REMEDIAL ACTION PROCESS

A. Remedial Action Work Plan (Primary Document):

Provide a plan which will explain in detail how the approved remedial action will be implemented to include:

1. Health and Safety Plan - specifically for the RA;
2. ~~Sampling and Analysis~~ Plan - specifically for the RA;
3. QA/QC Plan - specifically for the RA to include all field installation and construction;
4. Permitting Plan - to provide for satisfaction of all permitting requirements, both administrative and technical including ARARS and actions exempt from permitting;
5. An Environmental Monitoring Plan to address all potentially affected media as appropriate; and
6. A schedule for the construction and operation of the approved remedy and remedial design and submission of the Final Remedial Action Report.

- B. Remedial Action Post-Construction Report (Secondary Document)**
Provide a close-out report that includes but is not limited to:
1. A final construction inspection report;
 2. A brief description of any outstanding construction and/or testing items;
 3. Certification by a registered professional engineer that the remedy is fully operational and functional as designed and planned; and
 4. Explanation of any changes in design, installation or operation from that described in previously submitted reports or plans.
 5. As-built design and specifications and drawings and Final Operation and Maintenance Plan(s).

C. Final Remediation Report (Primary Document):

Upon completion of the remediation of the site/operable unit the following information will be provided at a minimum:

1. How the Remediation has met the goal(s) of the approved Remedial Action Plan;
2. A detailed description of any remaining contamination or releases;
3. Any recommendations for further action or monitoring at the site/operable unit.; and
4. As appropriate, a "Notice of Intent to Delete" and the required documentation necessary for deletion of the site/operable unit from the NPL in accordance with current criteria.