

452-49

August 19, 1992

Office of Engineering/Environmental  
Management Division

Rajal Gupta  
Remedial Project Manager  
Federal Projects Section  
Bureau of Eastern Remedial Action  
Division of Hazardous Waste Remediation  
New York State Department of Environmental Conservation  
60 Wolf Road  
Albany, New York 12242-7010

Dear Mr. Gupta:

The purpose of this correspondence is three fold. First this is to provide you with updated lists of the Solid Waste Management Units (SWMU's) and Areas of Concern (AOC's) at Seneca Army Depot (SEAD) for incorporation as Attachment 3.0 and 4.0 of the Interagency Agreement (IAG). Secondly, I am providing the NYSDDEC and USEPA with formal notification of recently discovered SWMU's. Thirdly, this letter will supply you with estimated schedules for:

0 The completion of final Records of Decisions (ROD's) at the Ash Landfill and Open Burning (OB) Ground Operable Units (OU's).

0 The finalization of the SWMU Classification Report (SCR) and Community Relations Plan (CRP).

0 Completion of CERCLA Site Investigation (SI) reports at twenty five (25) AOC's.

Enclosure 1 presents a list of the universe of SWMU's at SEAD. In compliance with section 10.5 of the IAG, this list may increase in the future if the Army becomes aware of additional SWMU's. The list may also be reduced by delimiting areas which are currently recognized as SWMU's but fail to meet the regulatory definition of a SWMU, such as the case for product storage areas. In the event additional SWMU's are discovered, the Army will provide notification of the discovery to the USEPA and NYSDDEC in writing.

912-1-0000

The list of SWMU's included in this correspondence contain two additional SWMU's and an expansion of SEAD-46. These three sites were recently discovered by the SEAD Environmental Management Staff. The new sites include a fill area adjacent to Building 2110 (designated as SEAD-70), an alleged paint disposal area adjacent to Building 127 (designated as SEAD-71), and a berm adjacent to SEAD-46. This berm has been designated Location B of SEAD-46.

The fill area near Building 2110 appears to be a landfill area. SEAD has no information on why the soil in this area was filled. Similarly, no information is available regarding the release of wastes from this site. The area needs to be investigated further to determine whether or not releases of contaminants have occurred. The Small Arms Range, SEAD-46, has been expanded to include an additional berm. The historical use of this berm is unknown and warrants future investigation. The potential paint disposal area was discovered as the result of a verbal report by a retiring SEAD employee.

Enclosure 2 displays a list of SWMU's that the Army has concluded to be AOC's. These sites include:

o All SWMU's currently being investigated under the Ash Landfill and OB Grounds OU's (SEAD's 3,6,8,14,15,23).

o Ten sites that the Army has prepared a CERCLA Site Investigation (SI) Workplan on and fieldwork may commence shortly, contingent upon receiving DERA funding (SEAD's 4,11,13,16,17,24,25,26,45,57).

o Sites where the Army will prepare a CERCLA SI Workplan in the near future, contingent upon receiving DERA funding (SEAD's 5,12,43,44,46,50,58,59,60,62,63,64,67,68,69).

o Recently discovered SWMU's 70 and 71 (Building 2110 fill area and a rumored paint disposal area).

Enclosure 2 shows all SWMU's identified as high, moderate and undefined units by the SCR. Investigation of these areas will proceed consistent with SEAD's policy of investigating worst sites first. The list of AOC's may increase pending resolution of the appropriate classification for the remaining thirty-seven (37) SWMU's which the Army and regulators are in disagreement. In the event additional AOC's are discovered, the Army will provide notification of the discovery to the USEPA and NYSDEC in writing. ...

As directed by Mr. Marsden, Chen's letter of July 28, 1992, and the subsequent phone conversations between yourself and Mr. James Miller, SEAD, this letter contains our proposed schedule for the completion of the final ROD at the OB Grounds and Ash Landfill OU's for incorporation into Attachment 5.0 of the IAG.

The estimated date for final ROD signatures for the OU's was approximated by extrapolating the current rate of project progress at both OU's through the individual steps leading to a finalized ROD shown in the generic schedule, Attachment 7.0 of the IAG.

Factors which have contributed to the current rate of progress, relative to the best case scenario depicted by the generic schedule, Attachment 7.0, include: extensions requested by both the Army and regulatory agencies, lengthy document review periods, additional workplan submittal rounds, formal consultation delays, promulgation and review of documents not accounted for in the Attachment 7.0 schedule (i.e preparation of Preliminary Site Characterization Reports (PSCR)), and the fact that SEAD projects have not received Defense Environmental Restoration Account (DERA) Workplan priority codes that are above the workplan's funding cut line. All of these delays have been compounded by the limited number of fieldwork capable days that exist in the Finger Lakes Region of upstate New York.

SEAD's proposed Attachment 5.0, for the Ash Landfill and OB Grounds schedule, is presented in enclosure 3 of this correspondence. This enclosure also includes a schedule for the completion of the SCR, Community Relations Plan (CRP), and twenty-five (25) identified AOC's.

Finally, I would like to point out that Section 14.1 of the IAG calls for the promulgation of schedules and deadlines for draft primary documents at *identified operable units* for incorporation as Attachment 5.0. However, many of the SWMU's identified in the SCR, and possibly several of the SWMU's scheduled for CERCLA SI's, will be determined to pose no reasonable threat of release, or endanger public health, safety, and welfare. These areas have not yet entered the operable unit stage and projecting schedules for the completion of ROD's for these sites, at this juncture, is highly speculative in nature.

I have enclosed, for incorporation as IAG Attachment 5.0, estimated dates for the completion of final SI reports. I have proposed that revised Attachment 5.0 schedules, for each of these areas, be resubmitted within thirty (30) days of regulatory approval of the final SI report.



If you have any questions regarding this correspondence, please contact Mr. Jim Miller at (607) 869-1532 .

Sincerely,

*Stephen M. Absolon*  
Chief, Engineering/Environmental  
Management Division

Enclosures

Copies Furnished:

Commander, U.S. Army Depot System Command, ATTN: AMSDS-EN-I (Mr. J. Biernacki), Chambersburg, PA 17201-4170

Commander, U.S. Army Corps of Engineers, Huntsville Division, ATTN: CEHND-ED-CS (Mr. K. Healy), P.O. Box 1600, Huntsville, AL 35807

Commander, U.S. Army Environmental Hygiene Agency, ATTN: HSHB (Mr. K. Hoddinott), Aberdeen Proving Grounds, MD 21020

Commander, U.S. Army Toxic and Hazardous Materials Agency, ATTN: CETH-IR-D (Dr. Buchi), Aberdeen Proving Grounds, MD 21010-5401

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PROPOSED IAG ATTACHMENT 3.0  
LIST OF SOLID WASTE MANAGEMENT UNITS (SWMU's)  
Effective date AUGUST 9, 1992  
(Correspondence Enclosure 1)

SOLID WASTE MANAGEMENT UNITS (SWMU's)  
 SENECA ARMY DEPOT  
 ROMULUS, NEW YORK  
 (ENCLOSURE 1.0)

UNIT NUMBER	UNIT NAME
SEAD-1	Building 307 - Hazardous Waste Container Storage Facility
SEAD-2	Building 301 - PCB Transformer Storage Facility
SEAD-3	Incinerator Cooling Water Pond
SEAD-4	Munitions Washout Facility Leach Field
SEAD-5	Sewage Sludge Waste Piles
SEAD-6	Abandoned Ash Landfill
SEAD-7	Shale Pit
SEAD-8	Non-Combustible Fill Area
SEAD-9	Old Scrap Wood Site
SEAD-10	Present Scrap Wood Site
SEAD-11	Old Construction Debris Landfill
SEAD-12	Radioactive Waste Burial Sites - Location A: Northeast of Building 813 Location B: North of Building 804
SEAD-13	IRFNA Disposal Site
SEAD-14	Refuse Burning Pits (2 units)
SEAD-15	Building 2207 - Abandoned Solid Waste Incinerator
SEAD-16	Building S-311 - Abandoned Deactivation Furnace
SEAD-17	Building 367 - Existing Deactivation Furnace
SEAD-18	Building 709 - Classified Document Incinerator
SEAD-19	Building 801 - Classified Document Incinerator
SEAD-20	Sewage Treatment Plant No. 4
SEAD-21	Sewage Treatment Plant No. 715
SEAD-22	Sewage Treatment Plant No. 314
SEAD-23	Open Burning Grounds
SEAD-24	Abandoned Powder Burning Pit
SEAD-25	Fire Training and Demonstration Pad
SEAD-26	Fire Training Pit

UNIT NUMBER	UNIT NAME
SEAD-27	Building 360 - Steam Cleaning Waste Tank
SEAD-28	Building 360 - Underground Waste Oil Tanks (2 Units)
SEAD-29	Building 732 - Underground Waste Oil Tank
SEAD-30	Building 118 - Underground Waste Oil Tank
SEAD-31	Building 117 - Underground Waste Oil Tank
SEAD-32	Building 718 - Underground Waste Oil Tanks (2 Units)
SEAD-33	Building 121 - Underground Waste Oil Tank
SEAD-34	Building 319 - Underground Waste Oil Tank (2 Units)
SEAD-35	Building 718 - Waste Oil Burning Boilers (3 Units)
SEAD-36	Building 121 - Waste Oil Burning Boilers (2 Units)
SEAD-37	Building 319 - Waste Oil Burning Boilers (2 Units)
SEAD-38	Building 2079 - Boiler Plant Blowdown Leach Pit
SEAD-39	Building 121 - Boiler Plant Blowdown Leach Pit
SEAD-40	Building 319 - Boiler Plant Blowdown Leach Pit
SEAD-41	Building 718 - Boiler Plant Blowdown Leach Pit
SEAD-42	Building 106 - Preventive Medicine Laboratory
SEAD-43	Building 606 - Old Missile Propellant Test Laboratory (refer to SEAD-56)
SEAD-44	Quality Assurance Test Laboratory - Location A: West of Building 606 Location B: Brady Road
SEAD-45	Demolition Area
SEAD-46	Small Arms Range Location A: Berm Location B: Circular Berm
SEAD-47	Building 321 and 806 - Radiation Calibration Source Storage
SEAD-48	Pitchblende Storage Igloos
SEAD-49	Building 356 - Columbite Ore Storage
SEAD-50	Tank Farm (refer to SEAD-54)
SEAD-51	Herbicide Usage - Perimeter of High Security Area
SEAD-52	Buildings 608 and 612 - Ammunition Breakdown Area
SEAD-53	Munitions Storage Igloos

UNIT NUMBER	UNIT NAME
SEAD-54	Asbestos Storage (refer to SEAD-50)
SEAD-55	Building 357 - Tannin Storage
SEAD-56	Building 606 - Herbicide and Pesticide Storage (refer to SEAD-43)
SEAD-57	Explosive Ordnance Disposal Area
SEAD-58	Debris Area Near Booster Station 2131
SEAD-59	Fill Area West of Building 135
SEAD-60	Oil Discharge Adjacent to Buildings 606 or 612
SEAD-61	Building 718 - Underground Waste Oil Tank
SEAD-62	Nicotine Sulfate Disposal Area Near Buildings 606 or 612
SEAD-63	Miscellaneous Components Burial Site
SEAD-64	Garbage Disposal Areas - Location A: Debris Landfill South of Storage Pad Location B: Disposal Area South of Classification Yards Location C: Proposed Landfill Site Location D: Disposal Area Waste of Building 2203
SEAD-65	Acid Storage Areas
SEAD-66	Pesticide Storage Near Buildings 5 and 6
SEAD-67	Dump Site East of Sewage Treatment Plant No. 4
SEAD-68	Building S-335 - Old Pest Control Shop
SEAD-69	Building 606 - Disposal Area
SEAD-70	Building 2110 Fill Area
SEAD-71	Alleged Paint Disposal Area



**PROPOSED IAG ATTACHMENT 4.0**  
**LIST OF AREAS OF CONCERN (AOC's)**  
**Effective date AUGUST 9, 1992**  
**(Correspondence Enclosure 2)**

LIST OF AREAS OF CONCERN (AOC's)  
 AT SENECA ARMY DEPOT  
 IAG ATTACHMENT 4.0  
 (ENCLOSURE 2.0)

NO.	UNIT NUMBER	UNIT NAME
1.	SEAD-3	Incinerator Cooling Water Pond
2.	SEAD-4	Munitions Washout Facility Leach Field
3.	SEAD-5	Sewage Sludge Waste Piles
4.	SEAD-6	Abandoned Ash Landfill
5.	SEAD-8	Non-Combustible Fill Area
6.	SEAD-11	Old Construction Debris Landfill
7.	SEAD-12	Radioactive Waste Burial Sites - Location A: Northeast of Building 813 Location B: North of Building 804
8.	SEAD-13	IRFNA Disposal Site
9.	SEAD-14	Refuse Burning Pits (2 units)
10.	SEAD-15	Building 2207 - Abandoned Solid Waste Incinerator
11.	SEAD-16	Building S-311 - Abandoned Deactivation Furnace
12.	SEAD-17	Building 367 - Existing Deactivation Furnace
13.	SEAD-23	Open Burning Grounds
14.	SEAD-24	Abandoned Powder Burning Pit
15.	SEAD-25	Fire Training and Demonstration Pad
16.	SEAD-26	Fire Training Pit and Area
17.	SEAD-43	Building 606 - Old Missile Propellant Test Laboratory
18.	SEAD-44	Quality Assurance Test Laboratory - Location A: West of Building 606 Location B: Brady Road
19.	SEAD-45	Demolition Area
20.	SEAD-46	Small Arms Range Location A: Berm Location B: Circular Berm
21.	SEAD-50	Tank Farm
22.	SEAD-57	Explosive Ordnance Disposal Area
23.	SEAD-58	Debris Area Near Booster Station 2131

NO.	UNIT NUMBER	UNIT NAME
24.	SEAD-59	Fill Area West of Building 135
25.	SEAD-60	Oil Discharge, Building 609
26.	SEAD-62	Nicotine Sulfate Disposal Area Near Buildings 606 or 612
27.	SEAD-63	Miscellaneous Components Burial Site
28.	SEAD-64	Garbage Disposal Areas - Location A: Debris Landfill South of Storage Pad Location B: Disposal Area South of Classification Yards Location C: Proposed Landfill Site Location D: Disposal Area Waste of Building 2203
29.	SEAD-67	Dump Site East of Sewage Treatment Plant No. 4
30.	SEAD-68	Building S-335 - Old Pest Control Shop
31.	SEAD-69	Building 606 - Disposal Area
32.	SEAD-70	Building 2110 Fill Area
33.	SEAD-71	Alleged Paint Disposal Area

PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3)

DRAFT ASH LANDFILL OPERABLE UNIT (SWMU'S 3,6,8,14 and 15) Proposed IAG Schedule 5.0	
RI/FS Workplan Submitted	30 March 90
Final Rod, No Disputes *	8 June 94
<p>* ESTIMATED COMPLETION DATE SUBJECT TO CHANGE NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT OB GROUNDS OPERABLE UNIT - (SWMU-23) Proposed IAG Schedule 5.0	
SI Workplan Submitted	25 March 91
Final Rod, No Disputes *	4 June 95
<p>* ESTIMATED COMPLETION DATE SUBJECT TO CHANGE NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT SOLID WASTE MANAGEMENT UNIT (SWMU) CLASSIFICATION REPORT (SCR) Proposed IAG Schedule 5.0	
DRAFT SCR SUBMITTED TO REGULATORS	19 April 91
SCR FINALIZED *	1 June 93
<p>* ESTIMATED COMPLETION DATE SUBJECT TO CHANGE NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Attachment 3)

DRAFT COMMUNITY RELATIONS PLAN (CRP) Proposed IAG Schedule 5.0	
DRAFT CRP SUBMITTED TO REGULATORS	6 August 91
CRP FINALIZED *	3 March 93
* ESTIMATED COMPLETION DATE NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.	



**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3)**

DRAFT AOC: MUNITIONS WASHOUT FACILITY LEACH FIELD (SEAD-4)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*◆	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE</p> <p>◆ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for Attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completed report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: OLD CONSTRUCTION DEBRIS LAND FILL (SEAD-11)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*◆	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE</p> <p>◆ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completed report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)**

DRAFT AOC: IRFNA DISPOSAL SITE (SEAD-13)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: ABANDONED DEACTIVATION FURNACE (SEAD-16)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)**

DRAFT AOC: BUILDING 367 EXISTING DEACTIVATION FURNACE (SEAD-17)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*◆	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE            ◆ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: ABANDONED POWDER BURNING PIT (SEAD-24)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*◆	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE            ◆ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)

DRAFT AOC: FIRE TRAINING AND DEMONSTRATION PAD (SEAD-25)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: FIRE TRAINING PIT AND AREA (SEAD-26)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of discission (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)**

DRAFT AOC: OPEN DETONATION FACILITY (SEAD-45)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*◆	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE ◆ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: EXPLOSIVE ORDNANCE DISPOSAL AREA(SEAD-57)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA	9 JUNE 92
Final SI Report Approved by the NYSDEC and USEPA*◆	23 JUNE 94
<p>* ESTIMATED COMPLETION DATE ◆ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	



**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)**

DRAFT AOC: Booster Station Debris Area (SEAD-58)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: BUILDING 4 DUMP SITE (SEAD-67)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)**

DRAFT AOC: OLD PEST CONTROL SHOP (SEAD-68)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE            ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: TANK FARM (SEAD-50)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE            ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)**

DRAFT AOC: SMALL ARMS RANGE(SEAD-46)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: QUALITY ASSURANCE LABORATORY(SEAD-44)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)**

DRAFT AOC: OIL DISCHARGE, BUILDING 609(SEAD-60)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*◆	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE ◆ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: SEWAGE PILES (SEAD-5)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*◆	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE ◆ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)

DRAFT AOC: FILL AREA, BUILDING 135 (SEAD-59)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE</p> <p>♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: NICOTINE SULFATE DISPOSAL AREA, NEAR BUILDING 606/612 (SEAD-62)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE</p> <p>♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	



PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)

DRAFT AOC: MISCELLANEOUS COMPONENTS BURIAL SITE (SEAD-63)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE</p> <p>♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: GARBAGE DISPOSAL AREA (SEAD-64)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE</p> <p>♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

**PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)**

DRAFT AOC: BUILDING 606 DISPOSAL AREA (SEAD-69)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

DRAFT AOC: OLD MISSILE PROPELLANT TEST FACILITY (SEAD-43)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE ♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	

PROPOSED DRAFT IAG ATTACHMENT 5.0 SCHEDULES  
(Correspondence Enclosure 3.0)

DRAFT ACC:RAD WASTE BURIAL AREAS (SEAD-12)	
CERCLA Site Investigation (SI) Workplan Submitted to the NYSDEC and USEPA*	12 DECEMBER 93
Final SI Report Approved by the NYSDEC and USEPA*♦	23 JUNE 95
<p>* ESTIMATED COMPLETION DATE</p> <p>♦ Within thirty days of regulatory approval of the final CERCLA Site Investigation (SI) Report, the Army shall propose a schedule for attachment 5.0 of the IAG containing either: 1. The estimated date of submittal of a RI/FS workplan to the NYSDEC and USEPA, and the corresponding estimated completion date for the final Record of Decision (ROD) <u>OR</u> 2. An estimated date of submittal of a completion report to the NYSDEC and USEPA, and an estimated completion date for the corresponding Record of Decision (ROD).</p> <p>NOTE: COMPLETION OF ALL INSTALLATION RESTORATION PROGRAM (IRP) WORK IS SUBJECT TO THE AVAILABILITY OF DEFENSE ENVIRONMENTAL RESTORATION ACCOUNT (DERA) FUNDING.</p>	



SENECA ARMY DEPOT

BLDG 123

ROMULUS, N.Y.

14541



DIRECTORATE of ENGINEERING and HOUSING

DATE: 24 Aug TIME: \_\_\_\_\_ # of PAGES W/ COVER SHT: 27

TO: Kumal Gupta

FROM: Jim Miller

OFFICE/CO.: NYSDEC

SENECA ARMY DEPOT  
FAX# (607) 869-1362  
PHONE# (607) 869-1532

FAX# \_\_\_\_\_

COMMENTS: Kumal, if you have any questions, please phone.

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO.	3535
CONNECTION TEL	665184571088
CONNECTION ID	DEC-ALBANY
START TIME	08/24 10:52
USAGE TIME	12'29
PAGES	27
RESULT	OK



SENECA ARMY DEPOT

BLDG 123

ROMULUS, N.Y.

14541



DIRECTORATE of ENGINEERING and HOUSING

DATE: 24 Aug TIME: \_\_\_\_\_ # of PAGES W/ COVER SHT: 21

TO: Carla Struble

FROM: Jim Miller

OFFICE/CO.: USEPA

SENECA ARMY DEPOT  
FAX# (607) 869-1362  
PHONE# (607) 869-1532

FAX# \_\_\_\_\_

COMMENTS: Carla - any questions, please phone

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO.	3534
CONNECTION TEL	662122646607
CONNECTION ID	EPA-MARTINEZ
START TIME	08/24 10:01
USAGE TIME	13'31
PAGES	27
RESULT	OK



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001

April 20, 1992

23 APR 1992



*Gary K.*  
*AB*  
*Randy*  
*Jin*  
*Sture*  
*info/files*

Office of Command Counsel

Mr. James Doyle  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region II  
26 Federal Plaza  
New York, New York 10278

Mr. James Eckl  
Office of Counsel  
New York State Department  
of Environmental Conservation  
50 Wolf Road  
Albany, New York 12233

Dear Sirs:

This is to inquire into the status of the revised draft of the Seneca Army Depot (SEAD) federal facility agreement (FFA) and the State's proposal on State reservation of rights. During our meeting on March 23, 1992, it was agreed that USEPA would provide a revised draft of the FFA including the changes agreed to at that meeting and in the antecedent correspondence. It was also agreed that the State would provide a proposal regarding language on State reservation of rights.

We have received no draft nor proposed language to date. Because of the Army's desire to expeditiously complete action on the FFA, I would appreciate an estimate of when we can expect to receive the two documents.

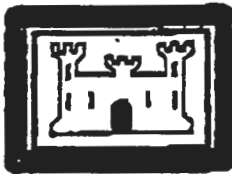
As always, I can be contacted at 703-274-8003.

Sincerely,

Philip Sheuerman  
Attorney-Advisor  
General Law Division

cf: HQDA (DAJA-ELC)  
AMSDS-CC  
SDSSE-PL





USATHAMA



FACSIMILE TRANSMITTAL HEADER SHEET

COMMAND	NAME OFFICE SYMBOL	TELEPHONE NUMBER	AUTHORIZED RELEASER'S SIGNATURE		
FROM: OFC OF COUNSEL	ROGER A. BUTTERS LTC, JA GETHA-OC	(410) 671-1554 DSN 584-1554 FAX 3132	<i>Roger A. Butters</i>		
TO: Huntsville Div.	<i>Mr. Kevin Hestley</i> CEHND	91 205 955 3269	DATE-TIME 16 1136	MONTH 06	YEAR 92
CLASSIFICATION Unclassified	NO. PGS. See below	PRECEDENCE <del>High</del> Priority	REMARKS: RP: Sonaca AD		
SPACE BELOW FOR COMMUNICATIONS CENTER USE ONLY					

DA FORM 3978-R

U.S. ARMY TOXIC & HAZARDOUS MATERIALS AGENCY

ATTN: CETHA-OC  
APG, MD 21010-5401

NUMBER OF PAGES 3 + HEADER = 4 PAGES TOTAL

MESSAGE: *Per Concern*

- ① 2 page general schedule (w/my pencil notes)
  - is this schedule you hope to negotiate...?
  - are the schedules realistic and executable?
- ② 3rd page - is language NYOEC wants to have added - is this language too binding from your view...?
- ③ your comments will be appreciated. MA Nixon (Army Env. Law Division) simply does not want to have Secretariat sign IAG w/ Assurance Executors. played role in negotiating and are capable of meeting its terms.

**ATTACHMENT 7  
GENERIC SCHEDULE**

**Seneca Army Depot  
RI/FS to ROD**

**Event Description**

**Best Case Schedule**

Draft Work Plan Submitted for Review Day 0  
 Draft Work Plan Comments Received by Army Day 30  
 Draft Final Work Plan Submitted for Review Day 75  
 Final Work Plan Comments Received by Army Day 105

Prepare Draft Contract Statement of Work and Complete  
 Informal EPA & NYSDEC Review Day 150  
 Contract Statement of Work Finalized Day 165  
 Request for Proposals Issued to Contractor Day 175  
 Proposal Received from Contractor Day 190  
 Negotiate and Award Contract to Execute RI/FS Work Plan Day 205

Contractor Mobilization Completed and Field Work Starts Day 245  
 Draft RI Report Submitted Day 395  
 Draft RI Comments Due to Army Day 425  
 Draft Final RI Report Submitted Day 470  
 Final RI Report (No Disputes) Day 500

Draft FS Report Submitted Day 540  
 Draft FS Report Comments to Army Day 570  
 Draft Final FS Report Submitted Day 615  
 Final FS Report (No Disputes) Day 645

*short 2 months  
14 months*

*minimum 6 months*

*minimum 90 DAYS*

*150*

*110*

*X 30*

A7-2

**Event Description**

**Best Case Schedule**

Draft FRAP Submitted	Day 650
Draft FRAP Comments to Army	Day 680
Draft Final FRAP Submitted	Day 725
Issue FRAP for 30 Day Public Comment Plus 30 Day Extension if requested	Day 755
Close of Public Comment Period	Day 815

---

Draft ROD Submitted	Day 845
Draft ROD Comments to Army	Day 875
Draft Final ROD Submitted	Day 905
Final ROD (No Disputes)	31 Months

**Assumptions for Best Case Schedule:**

1. The schedule will not require any delay in field work activities as a result of winter weather (approximately 1 December through 1 April annually).
2. Comments are submitted and incorporated consistent with this Agreement without any extensions or reiterations.
3. Additional field work is not required.

It is the intention of the parties that the schedule proposed for an RI/FS will be generally consistent with the timeframes set forth in Attachment 7.

*File*

SDSSE-PL

21 July 1992

*1/11/92*

MEMORANDUM THRU Director, DEH, Seneca Army Depot, Romulus, NY  
14541-5001

FOR Commander, Seneca Army Depot, Romulus, NY 14541-5001

SUBJECT: SEAD IAG Status Update

1. Per your request, I contacted HQDA and HQAMC for a status update on the Inter-Agency Agreement for Seneca. I was advised by Mr. Philip Sheuerman at AMC (DSN 284-8003) that the EPA representative has ironed out all the problems with New York, to include both the Attorney General's office and the Department of Environmental Conservation. They anticipate that the final agreement will be submitted to Mr. Walker before the end of this month and returned to use for signature and forwarding to the state and then to EPA. Their "guesstimate" was that the final agreement should be signed off and in place no later than the end

3. If there are any questions, please contact Mr. Sheuerman at the number provided above.

*David K. Ettman*  
DAVID K. ETTMAN  
CPT, JA

*PA 6*

*CE*  
*Handwritten signature*

Date  
8/24/92

**ROUTING AND TRANSMITTAL SLIP**

**TO:** (Name, office symbol, room number, building, Agency/Post)

1. Jim Mi

2. FILE

3. > CERELA

4. > IAG

5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

**REMARKS**

The correct way to ask is to advise me we didn't FAX Response and we need to after you have already checked that it wasn't

Done

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

**FROM:** (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Phone No.

*SM Alsdon*

Date  
8/3/92

**ROUTING AND TRANSMITTAL SLIP**

**TO:** (Name, office symbol, room number, building, Agency/Post)

1. Jim Miller

2. Steve → 8/24/92

3.

4. ↳ OUR RESPONSE WAS PREPARED -

5. Did we "FAX"? (Kumal)

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

**REMARKS**

Please prepare a response to this as we discussed with Gary Thurs 7/30/92 Please lets talk about it.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

**FROM:** (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Phone No.

*SM Alsdon*

New York State Department of Environmental Conservation  
50 Wolf Road, Albany, New York 12233 -7010

**FAX MEMO**  
PAGES 3 DATE 7/30 FAX  
TO STEVE ABSOLOM  
FROM MARSDEN CHEN  
CC  
PH: 518-457-3976 FAX

July 30, 1992

Mr. Stephen Absolom  
Building 123  
Seneca Army Depot  
Romulus, NY 14541-5001

Re: Schedules for IAG

Dear Mr. Absolom:

The proposed Interagency Agreement does not satisfy the New York State Department of Environmental Conservation (NYSDEC) due to the lack of a schedule for CERCLA activities at Areas of Concern and SEAD's commitment thereto.

You will note that Article 14 of the proposal involves the generic Attachment 7, which in turn is to be incorporated in Attachment 5. This latter Attachment is yet to be written by SEAD, and a signatory to the IAG will in fact be accepting an open-ended agreement.

It is, therefore, important that Attachment 5 be completed to NYSDEC's satisfaction prior to our signature to the IAG. Furthermore, the lag in completing the SWMU Classification Report does not lend itself to verbal assurances, that an Attachment 5 generated subsequent to the final IAG will contain an acceptable schedule. Rather than amend the proposed IAG, and delay its signing with a resultant cancellation of DERA funding for SEAD, I suggest the following:

1. SEAD, USEPA and NYSDEC review the enclosed proposal for Attachment 5.
2. Discuss by telephone conference call any modifications that any party may require before agreement is reached.
3. SEAD commits itself to the final Attachment 5 in writing.

I am confident that this oversight can be easily remedied, and Kamal Gupta and I will be available for discussions at (518) 457-3976.

Sincerely,



Marsden Chen  
Federal Projects Section  
Bureau of Eastern Remedial Action  
Div. of Hazardous Waste Remediation

Enclosure

cc: J. Doyle, USEPA-Region II	R. Battaglia, SEAD
C. Struble, USEPA-Region II	K. Healy, USCOE
G. Kittell, SEAD	

**DRAFT**

Item	Status	Est. Start Date	Est. Completion Date
Explosive Ordnance Disposal Area - SEAD 57	RI/FS		
Storage Area near Booster Station 2131 - SEAD 58	RI/FS		
Area West of Building 135 - SEAD 59	RI/FS		
Discharge Adjacent to Building 609 - SEAD 60	RI/FS		
Line Sulphate Disposal Area near Building 606 or 612 - SEAD 62	RI/FS		
Blowdown Components Burial Site - SEAD 63	RI/FS		
Ignition Disposal Areas A, B, C and D - SEAD 64	RI/FS		
Site East of Sewage Treatment Plant No. 4 - SEAD 67	RI/FS		
Building S-335 - Old Pest Control Shop - SEAD 68	RI/FS		
Building 606 - Disposal Area - SEAD 69	RI/FS		
Classification Report	Draft		
Identification	Open		

Additional Areas of Concern (AOC) will be identified in the final SWMU Classification Report as approved by the USEPA and NYSDEC. Each year SEAD will undertake an RI/FS at one or more of the AOCs, contingent on DERA funding, and in accordance with the schedules set forth in Attachment 7 of the IAG.

This Attachment 5 will be updated by SEAD as soon as AOCs are identified and submitted to the USEPA and NYSDEC for approval.



**DRAFT**

Item	Status	Est. Start Date	Est. Completion Date
Explosive Ordnance Disposal Area - SEAD 57	RI/FS		
Explosive Area near Booster Station 2131 - SEAD 58	RI/FS		
Explosive Area West of Building 135 - SEAD 59	RI/FS		
Discharge Adjacent to Building 609 - SEAD 60	RI/FS		
Line Sulphate Disposal Area near Building 606 or 612 - SEAD 62	RI/FS		
Flammable Components Burial Site - SEAD 63	RI/FS		
Leakage Disposal Areas A, B, C and D - SEAD 64	RI/FS		
Site East of Sewage Treatment Plant No. 4 - SEAD 67	RI/FS		
Building S-335 - Old Pest Control Shop - SEAD 68	RI/FS		
Building 606 - Disposal Area - SEAD 69	RI/FS		
Classification Report	Draft		
Identification	Open		

Additional Areas of Concern (AOC) will be identified in the final SWMU Classification Report as approved by the USEPA and NYSDEC. Each year SEAD will undertake an RI/FS at one or more of the AOCs, contingent on DERA funding, and in accordance with the schedules set forth in Attachment 7 of the IAG.

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# DRAFT

Item	Status	Est. Start Date	Est. Completion Date
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Booster Station 2131 - SEAD 58	RI/FS		
of Building 135 - SEAD 59	RI/FS		
Adjacent to Building 609 - SEAD 60	RI/FS		
ice Disposal Area near Building 606 or 612 - SEAD 62	RI/FS		
Components Burial Site - SEAD 63	RI/FS		
l Areas A, B, C and D - SEAD 64	RI/FS		
of Sewage Treatment Plant No. 4 - SEAD 67	RI/FS		
- Old Pest Control Shop - SEAD 68	RI/FS		
Disposal Area - SEAD 69	RI/FS		
tion Report	Draft		
tion	Open		

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ATTACHMENT 5  
Seneca Army Depot  
Interagency Agreement

Item	Status	Est. Start Date	Est. Completion Date
sing - SEAD 3, 6, 8, 14 and 15	RI/FS		
SEAD 23	RI/FS		
y Leach Field - SEAD 4	RI/FS		
- SEAD 5	RI/FS		
AD 9	RI/FS		
Landfill - SEAD 11	RI/FS		
Site - SEAD 12	RI/FS		
AD 13	RI/FS		
ed Deactivation Furnace - SEAD 16	RI/FS		
Deactivation Furnace - SEAD 17	RI/FS		
Pit - SEAD 24	RI/FS		
stration Pad - SEAD 25	RI/FS		
26	RI/FS		
and 718 Boiler Plant Blowdown Leach Pits -	RI/FS		
le Propellant Test Laboratory - SEAD 43	RI/FS		
laboratory - SEAD 44	RI/FS		
5	RI/FS		
46	RI/FS		
	RI/FS		
and Pesticide Storage - SEAD 56	RI/FS		

Ash Landfill Site Compr
Open Burning Grounds - S
Munition Washout Facilit
Sewage Sludge Waste Pile
Old Scrap Wood Site - SE
Old Construction Debris
Radioactive Waste Burial
IRFNA Disposal Site - SE
Building S-311 - Abandon
Building 367 - Existing
Abandoned Powder Burning
Fire Training and Demons
Fire Training Pit - SEAD
Building 2079, 121, 319 SEAD 38-41
Building 606 - Old Missi
Quality Assurance Test I
Demolition Area - SEAD 4
Small Arms Range - SEAD
Tank Farm - SEAD 50
Building 606 - Herbicide



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
SENECA ARMY DEPOT  
ROMULUS, NEW YORK 14541-5001

SDSSE-HE (200)

MEMORANDUM FOR

Ms. Carla Struble, Project Manager, Federal Facilities Section, Room 2930,  
Region 2, U.S. Environmental Protection Agency, 26 Federal Plaza, New York, NY  
10278

Mr. Kamal Gupta, Project Manager, Federal Projects Section, Bureau of Eastern  
Remedial Action, Division of Hazardous Remediation, NYS Department of  
Environmental Conservation, 50 Wolf Road, Albany, NY 12233-7010

Subject: Quarterly Report

1. In accordance with para 26.1 of the soon to be finalized Inter Agency  
Agreement (IAG) between the Army, the United States Environmental Protection  
Agency (USEPA) and the New York State Environmental Conservation (NYSDEC), the  
following quarterly report is submitted:

a. Minutes From Formal Meetings Held During the Reporting Period.

There were no formal meetings of the Technical Review Committee  
(TRC) during the Reporting Period. The minutes of the formal project managers  
meeting, held on February 13, 1992, are enclosed with this report, as  
attachment 1.

b. Milestones Met On Schedule, Explanation of Milestones Not Met on  
Schedule.

(1) USEPA & NYSDEC Project Management Visit Seneca; January 15-16,  
1992:

(a) Summary of Day One -

NYSDEC and USEPA Remedial Project Managers (RPM's), for  
Seneca Army Depot, visited the Ash Landfill and Open Burning (OB) Grounds  
sites on January 15, 1992. Prior to conducting the site visits, an inbriefing  
was held with numerous representatives of the Army, NYSDEC and USEPA, as well  
as the Commanding Officer of Seneca Army Depot, Colonel James B. Cross. The  
purpose of the inbriefing was to acquaint Colonel Cross with the project  
management from both the Regulatory Agencies and the Huntsville Division of  
the Army Corps of Engineers (Huntsville). The inbriefing included a  
discussion of the current status and direction of all projects relating to the  
cleanup of hazardous waste sites at Seneca Army Depot.

ORIGINAL  
TAG

Following the inbriefing, representatives from USEPA, NYSDEC, Huntsville, and Seneca visited the Ash Landfill and OB Grounds operable units (SWMU's 3,6,14,15 & 23). Fieldwork was being conducted at both sites during the visits. Next, the eleven Solid Waste Management Units (SWMU's) that are tentatively scheduled for investigations in FY92 or early FY93, were inspected. During the visit of the eleven SWMU's, the Army provided USEPA and NYSDEC representatives with a brief discussion of the fieldwork scheduled for each site.

(b) Summary of Day Two -

On January 16, 1992, twenty-four (24) additional SWMU's were inspected by NYSDEC and USEPA representatives. Due to time restrictions and inclement weather (zero degree windchill's), many of these units were inspected by windshield surveys only. Additional site visits by USEPA and NYSDEC project management will be required in the future in order to view previously uninspected sites and to undertake more indepth surveys of the areas that were only briefly inspected.

(2) IAG Milestones:

Since the last quarterly report, numerous actions were taken by both the Regulatory Agencies and the Army to finalize the IAG for Seneca Army Depot. During the second week in February, legal offices at both USEPA and NYSDEC responded to a letter from the Command Council, Army Material Command (AMC), dated November 14, 1991.

The November letter from AMC requested twenty-nine (29) revisions to the IAG in order to bring the agreement within Department of Defense (DOD) policy, as expressed in DOD/EPA model language. Following this occurrence, communications between the Army and the regulators increased, including several phone conferences and a working meeting in NYC. Based on recent communications between Seneca and AMC regarding the progress of IAG negotiations, Seneca is optimistic that a finalized IAG will result in the near future.

At this stage in the IAG finalization process, the technical staff at Seneca is no longer actively involved in IAG negotiations. The IAG issues that require further negotiation are essentially "legal" in nature and are being responded to by the legal staffs at AMC and the Department of the Army (DA).

(3) Ash Landfill Milestones:

Phase 1 Fieldwork at the Ash Landfill Ends -

During February 1992, Phase I Fieldwork at the Ash Landfill was completed and the site was demobilized. In 1991, the Army provided the regulatory Agencies with two Ash Landfill monthly field activity reports pursuant to Section 26.2 of the IAG. The third and final field report, which summarizes the activities that occurred at the Ash Landfill site from January 1, 1992 to present date, is enclosed with this report, as attachment 2.

(4) Open Burning (OB) Grounds Milestones:

(a) OB Grounds Workplan is Approved -

On November 4, 1991, Seneca submitted to NYSDEC and USEPA revised pages to the OB Grounds RI/FS workplan. On March 6, 1992, Seneca received a letter from the USEPA stating that the USEPA's comments were adequately addressed in the Army's November 7, 1991 workplan revisions, and the workplan is considered approved as of November 1991.

NYSDEC informed Seneca, on March 26, 1992, that NYSDEC considers the OB Grounds Workplan approved by implication of the IAG. The IAG states that draft final primary document shall serve as a final primary document if no party invokes dispute resolution. Seneca received no additional comments from NYSDEC following the Army's November 7, 1991 submission. Accordingly, Seneca considers the workplan approved by NYSDEC as of December 9, 1992. Figure 1.0 represents an overview of the OB Grounds Workplan approval history.



FIGURE 1.0

OPEN BURNING (OB) GROUNDS WORKPLAN APPROVAL HISTORY

OB GROUNDS WORKPLAN REVISION MILESTONES	APPROXIMATE DATE
Draft Scoping Document submitted for Army review only	NOVEMBER - 1990
Draft Scoping Document submitted for regulatory review	JANUARY - 1991
Draft RI/FS Workplan submitted for regulatory review	APRIL - 1991
Revised RI/FS Workplan submitted for regulatory review	SEPTEMBER - 1991
Revised pages for the RI/FS Workplan submitted for regulatory review	OCTOBER - 1991
Second set of revised pages for the RI/FS Workplan submitted for regulatory review	NOVEMBER - 1991
NYSDEC considers the RI/FS Workplan approved	DECEMBER - 1991
Written USEPA approval of the RI/FS Workplan is provided	MARCH - 1992

(b) Phase I Field Work Ends at OB Grounds -

During February 1992, Phase I Fieldwork at the OB Grounds was completed and the site was demobilized. In 1991, the Army provided the Regulatory Agencies with two OB Grounds monthly field activity reports pursuant to Section 26.2 of the IAG. The third and final field report, which summarizes the activities that occurred at the OB Grounds site from January 1, 1992 to present, is enclosed with this report as attachment.3.

(5) Solid Waste Management Unit (SWMU) Investigation Milestones:

Environmental and Energy Services Co., Inc. (ERCE), was employed by the Huntsville Division in August of 1990 to undertake a study of all known SWMU's at Seneca Army Depot that would result in a classification of each SWMU as an area where "No Action is Required" or as an "Area of Concern". The findings of this study are presented in a document referred to as the SWMU Classification Report (SCR).

On January 15, 1992, a scientist from ERCE gave a presentation at Seneca that consisted of a brief description of the scope and purpose of the investigation and a summary of all work accomplished by ERCE, to date. This meeting was attended by representatives of USEPA, NYSDEC, Huntsville Division, and Seneca Army Depot.

As previously reported, the SCR remains in draft form pending future negotiation and resolution between the Regulatory Agencies and the Army. In the discussions that followed the January 15, 1992 presentation by ERCE, an agreement was reached between the Army and the Regulatory Agencies regarding the appropriate methodology for resolving conflicting Army-Regulatory SWMU classifications. All parties agreed that the best approach to resolving conflicts is to address only a few SWMU's at one time, in either monthly or bimonthly conferences.

To date, no schedule for the negotiation of the initial set of SWMUs has been established by either the Regulatory Agencies or the Army. In the next reporting period, Seneca will propose, to the Regulatory Agencies, an initial list of SWMU's for negotiation and suggest a conference date.

(6) CERCLA Site Investigation (SI) Milestones:

(a) SI Workplan Under Development -

On January 30, 1992, the Army's contractor provided Seneca with twenty-three (23) copies of a Draft SI Workplan for the Investigation of eleven (11) SWMU's at Seneca Army Depot. The workplan included numerous changes requested by the U.S. Army Environmental Hygiene Agency (AEHA), Huntsville Division, and Seneca Army Depot. The U.S. Army Corps of Engineers-Missouri River Division (MRD) had no comments on the preliminary draft document.

After receipt of the SI Workplan, Seneca provided a heads up notice to USEPA regarding the mailing of this document to USEPA in the near future. As a matter of policy, Seneca provides USEPA with notification in advance of submittals so that USEPA project management can schedule the document for review with various USEPA scientists.

The SI Workplan was suspended from delivery to the Regulatory Agencies upon discovery, by Seneca, of comments provided to the contractor, on an earlier version of the SI Workplan, that were not incorporated into the draft document.

(b) EPA Requests That SWMU-8 be Deleted From SI Workplan -

The preliminary workplan contained designs for continued study of the Non-Combustible Fill Area (SWMU-8) which has been investigated as part of Phase I Fieldwork at the Ash Landfill Site. Field Activity Reports for the Ash Landfill Operable Unit have reported the presence of low to moderate levels of Volatile Organic Compounds (VOC's) at SWMU-8. During the January 15, 1992 site visitation by USEPA and NYSDEC project management, USEPA Remedial Project Manager (RPM) for Seneca verbally suggested that SEAD-8 be excluded from the Draft SI Workplan. On January 28, 1992, Seneca received formal written correspondence from USEPA recommending that SWMU-8 be omitted from the SI workplan and be addressed as part of the Ash Landfill Operable Unit.

(7) Milestones Occurring at Individual SWMU Sites:

(a) SWMU-45 Milestones -

The detonation of explosives at the Open Detonation (OD) site, or SWMU-45, continued during the reporting period. Between January 7, 1992 and March 17, 1992, eight (8) open detonation events were conducted. These detonations were monitored using the db604 sound monitoring device. In addition, an instrument referred to as a Precision Integrating Sound Level Meter (PISLM) was employed to measure deflection in structures resulting from detonations. Monitoring with this instrument was confined to off-post, privately owned homes within close proximity to the detonation area.

On February 12, 1992, an Installation Compatible Use Zone (ICUZ) Committee was created, by charter, as required by Army Regulation 200-1. The purpose of the committee is to manage noise from installation operations, ~~in accordance with the Army's ICUZ program, in a way as to~~ maximize productivity while minimizing impact upon the Depot's neighbors. The ICUZ committee met several times during the reporting period.

Seneca, in conjunction with the Army Environmental Hygiene Agency (AEHA), has developed draft noise maps for detonation activity. These maps are based on the internationally recognized Integrated Noise Contouring System (ICUZ maps). The draft ICUZ map's were received at Seneca on February 24, 1992 and are currently being reviewed by the ICUZ committee.

(b) SWMU-10 Milestones -

A fire training exercise was conducted at SWMU-10 on March 6, 1992. The fire training exercise involved the burning of approximately twenty-two (22), fifty-five (55) gallon drums of water contaminated fuel oil and gasoline (approximately 1000 gallons of fuel/water mix).

(c) SWMU-30 Milestones; Bldg. 118 Underground Storage Tank -

In March of the reporting period, Seneca began plans to remove an underground storage tank at SWMU-30 (tank ID: EPA 118). The tank removal will be conducted in coordination with officials at the Division of Petroleum Bulk Storage/Spill Prevention, Region Eight of NYSDEC. The actual removal of the tank will be conducted by Seneca's in-house tank removal team and it is anticipated that the removal will occur in either late spring or early summer.

(8) ATSDR Health Assessment Milestones:

Seneca was informed, in the last quarter, that the Agency for Toxic Substances and Disease Registry (ATSDR) does not expect to be able to complete the Public Health Assessment for Seneca Army Depot until evaluations of more urgent sites are completed.

c. Outside Inspections Reports and Audits and Administrative Information.

(1) Reports, Audits, Administrative Information:

There were no outside reports or audits during this quarterly reporting period.

(2) General Administrative:

U.S. Army Corps IRP Decentralization Update -

In the near future, IRP work being performed by the Huntsville Division at Seneca is scheduled to be given to the Corps of Engineers Baltimore District. During the reporting period, Seneca received and commented on a draft transition plan that was developed by the Huntsville Division for the purpose of assuring a smooth transition of work from Huntsville to Baltimore District. The plan consisted of project summaries, project fact sheets and schedules for the orderly transition of work. The transition plan was developed as a result of concerns raised by HQDESCOM and Seneca regarding the proposed transfer.

Under the draft transition plan, the Huntsville Division will maintain control over the Ash Landfill and the OB Grounds Operable Units through the Record of Decision (ROD) stage. The precise juncture at which the Baltimore District will assume control over projects relating to the investigation of SWMU's beyond the initial Site Investigation stage is undetermined at this time.

It is anticipated that a revised draft transition plan will be issued by Huntsville in April. The plan will be reviewed by Seneca, the Baltimore District, and the Corps of Engineers Office of Chief Engineer (OCE). The final transition plan is subject to approval by Corps Headquarters.

(3) Funding Status:

On February 13, 1992, a project manager's meeting was held to discuss funding for CERCLA projects at Seneca. During the meeting, Seneca explained to USEPA and NYSDEC project management that the current United States Army Corps of Engineers (USACE) Installation Restoration Program (IRP) Workplan (here after referred to as Workplan) shows critical IRP projects at SEAD below cut lines for funding. Seneca explained that correspondence had recently been submitted to Headquarters Depot Systems Command (HQDESCOM) listing the adverse effects that will occur at Seneca if funding is cut for major projects. The minutes for the project managers meeting are attached with this quarterly report.

The first quarterly workplan review meeting was held on February 20, 1992. At this time, a representative from Depot Systems Command, (DESCOM), explained the adverse effects that will result if projects are delayed at Seneca due to the lack of available funds.

Following the first quarterly workplan review meeting, Seneca received correspondence from DESCOM providing a "heads up" notice for a possible budget increase of \$243 million. The \$243 million, if added to the Defense Environmental Restoration Account (DERA), will provide a monumental opportunity for the advancement of cleanup efforts at Seneca. The proposed increase is slated for the start of the fourth quarter FY92.

Subsequent to the funding increase "heads up" letter from DESCOM, Seneca provided the Huntsville Division with correspondence establishing an action plan for the utilization of the DERA monies which may soon be available for all CERCLA project's at Seneca. The action plan calls for the development of Statements of Work (SOW) for five projects at Seneca, including Phase II RI's at both the Ash Landfill and Open Burning Ground sites, a CERCLA Site Investigation of eleven SWMU's, the development of a CERCLA Site Investigation Workplan for fifteen SWMU's, and the establishment of a comprehensive groundwater monitoring program.

(4) NYSDOH Commences Off-Post Well Investigations:

On March 26, 1992, Seneca Army Depot learned that privately owned wells adjacent to the Depot's western boarder were being sampled by the New York State Department of Health (NYSDOH). Seneca learned of the sampling program through an investigation on their part after receiving a telephone inquiry from a Depot employee who's private well was sampled by the Seneca County Department of Health. At the time of the inquiry by the employee, little information could be provided since Seneca had no previous knowledge of the NYSDOH sampling effort. The employee subsequently registered a formal complaint to the Depot's Commanding officer.

In essence, the employees complaint pertained to the fact that he was never informed by Seneca officials regarding any contamination that exists on Depot that may potentially be effecting his well. Seneca feels that damaged public relations could have been spared had the Depot been informed about the sampling effort in advance, so that the appropriate community relations effort's could be taken.

(5) DESCOM Commander Briefed on IRP Activities at Seneca:

The Commander of Seneca Army Depot's Headquarters, Depot Systems Command (DESCOM), Major General Harry G. Karageanness, was briefed on the status of the Installation Restoration Program (IRP) at Seneca. The briefing was conducted on April 2, 1992.

d. Permit Status as Applicable.

There was no change in Seneca Army Depot's RCRA facility permit status during the reporting period.

e. Personnel Staffing Status.

Changes in Staff Numbers:

There were no changes in Seneca Army Depot's environmental staff during the reporting period. Seneca was informed of significant staff changes occurring within other agencies. The Project Manager for Seneca, at the United States Army Toxic and Hazardous Materials Agency (USATHAMA), Eric Kauffman, was replaced by Karen Wilson.

Seneca learned that the regional representative for Seneca, at the ATSDR, Lisa Voice, is no longer employed at ATSDR.

f. Laboratory Deliverables.

Enclosed with this quarterly report are summarization tables of all analytical soil and groundwater data for the Phase I RI's at the OB Grounds and Ash Landfill sites (see attachment 4 and 5). In the past, USEPA's Environmental Services Division has indicated a desire to receive all raw data derived from the investigations. Because of the voluminous nature of this data, estimated to be several file cabinets in size, reproduction of the data will take considerable time. This data will be sent to both USEPA and NYSDEC in the near future unless Seneca is instructed otherwise by either USEPA or NYSDEC.

The raw data package submittal will include mass spectral identification charts, mass spectral tuning data, spike recoveries laboratory duplicate results, method blank results, instrument calibration, and holding times documentation.

g. Public Participation.

(1) Community Relations Plan (CRP):

During the reporting period, Seneca requested formal consultations with the Regulatory Agencies pursuant to Section 17 of the IAG. A few of the issues necessitating the formal consultation included the adequacy of the community interviews which constitute the foundation of the CRP, the location and number of document repositories, and the appropriate use of public hearings.

On February 20, 1992, a conference call was held between all parties in order to resolve all issues in dispute. At the conclusion of the conference, consensus was reached regarding all issues and comments with a few minor exceptions. Due to time restrictions that were created as a result of the long duration of the conference call, NYSDEC comments, dated September 5, 1991, were not addressed in total.

Following the conference call, at the request of NYSDEC, Seneca provided written correspondence to NYSDEC indicating how the Army intends to comply with their remaining comments. NYSDEC indicated that, if the written changes showing compliance with the remaining NYSDEC comments were acceptable, no additional response would be provided by NYSDEC. To date, NYSDEC has not responded to the proposed changes, and Seneca, therefore, considers the changes acceptable.

Seneca received draft revisions to the CRP from USATHAMA on March 16, 1992. The revision sheets set fourth specific line-by-line changes in order to bring the CRP in accordance with all regulatory comments and negotiations, to date. Seneca reviewed the revision sheets and submitted minor additions to the USATHAMA revisions on March 23, 1992.

(2) Administrative Record/Information Repository:

During the reporting period, Administrative Record files were established for the Ash Landfill Operable Unit. The master Administrative Record file for the Ash Landfill site is housed at Seneca Army Depot's Directorate of Engineering and Housing (Bldg. 123). A duplicate of this master record, minus a confidential section which contains names and addresses of the general public, was placed at the Romulus Town Hall in Willard, N.Y. Seneca has encouraged the public to inspect the Administrative Record file located at the Romulus Town Hall, and to submit both written and oral comments on the file.

Seneca maintains a Draft Index of all documents contained in the Ash Landfill Administrative Record file. If any revisions to the Index occur during a IAG reporting period, a revised Index will accompany the quarterly report.

Concurrent with the establishment of the Ash Landfill Administrative Record file, an Information Repository was stationed in the Romulus Town Hall. The Information Repository includes a diverse group of documents that relate to the cleanup of hazardous waste sites at Seneca Army Depot as well as pertaining to the cleanup of hazardous waste sites in general.

It has been reported to Seneca's Environmental Management Division that regional radio stations have aired, during normal news segments, reports on the environmental investigations occurring at Seneca Army Depot and the recently established document repository. Table 3.0 represents a summary of a few of the public participation activities occurring during the reporting period. Attachment 4.0 represents a compilation of newspaper articles appearing in regional papers during the reporting period. The newspaper articles in Appendix 4 represent only the articles brought to the attention of employees in Seneca's Environmental Management Division, it is likely that additional articles were published in other newspapers during the reporting period.



Table 3.0  
Public Participation Activities

DATE	PUBLIC PARTICIPATION ACTIVITY
16 MARCH 92	Seneca provides EPA with model language TRC Charters
20 FEBRUARY 92	Community Relations Plan (CRP) Formal Consultations
21 FEBRUARY 92	Seneca provides NYSDEC with model language TRC Charters
9 MARCH 92	Seneca notifies NYSDEC and USEPA of the pending publication of a legal notice announcing the availability of the Information Repository and Ash Landfill Administrative Record File
11 MARCH 92	Seneca notifies NYSDEC and USEPA of pending press release announcing the establishment of the Information Repository and the Administrative Record File for the Ash Landfill
11 MARCH 92	Seneca provides NYSDEC and USEPA with a Draft Index for the Ash Landfill Administrative Record File
16 MARCH 92	Information Repository established at the Romulus Town Hall
16 MARCH 92	Ash Landfill Site Administrative Record File established
16 MARCH 92	Legal notices announcing the establishment of the Administrative Record Files published in <u>The Finger Lakes Times</u>
16 MARCH 92	Various press releases, fact sheets, and legal notices mailed to individuals on the CRP mailing list

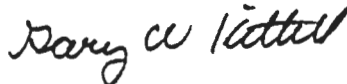
(3) TRC Milestones:

The first meeting of the TRC, for Seneca Army Depot, has tentatively been scheduled for May 1992. While the exact names of all individual committee members are not known at this time, Seneca expects that the committee will consist of representatives from USEPA, NYSDEC, Seneca County Health Department, the local community, Seneca Army Depot, and the Huntsville Division.

The Huntsville Division will be playing a particularly important role in aiding Seneca with the establishment of agendas, assisting with technical presentations, and lending technical support for TRC meetings.

2. POC is James Miller at (607) 869-1450.

FOR THE COMMANDER:



GARY W. KITTELL  
Director of Engineering and Housing

Encls

CF:

Legal Office, SEAD

Commander, U.S. Army Corps of Engineers, Huntsville Division, ATTN: CEHND-PE-E (Mr. K. Healy), P.O. Box 1600, Huntsville, AL 35807 (excluding raw data attachment)

Mr. Michael Duchesneau, P.E., Chas. T. Main, Inc., Prudential Center, Boston, Massachusetts 02199 (excluding raw data attachment)

Commander, U.S. Army Depot Systems Command, ATTN: AMSDS-IN-E (Mr. J. Bernacki), Chambersburg, PA 17201-4170 (excluding raw data attachment)

ATTACHMENT 1  
Minutes From  
February 27, 1992  
Project Manager's Meeting



DEPARTMENT OF THE ARMY  
SENECA ARMY DEPOT  
ROMULUS, NEW YORK 14541-5001

REPLY TO  
ATTENTION OF

February 27, 1992

Office of Engineering/Environmental  
Management Division

Ms. Carla Struble  
Project Manager  
Federal Facilities Section  
Room 2930  
Region II  
United States Environmental Protection Agency  
26 Federal Plaza  
New York, New York 10278

Dear Ms. Struble:

The purpose of this letter is to furnish the minutes of the Project Managers meeting held on February 13, 1992. In accordance with Section 15.7 of the proposed Inter Agency Agreement (IAG) for Seneca Army Depot, the minutes from a Project Managers meeting must be distributed, by the Army, within fifteen (15) days of the meeting.

If you have any questions regarding this correspondence, please feel free to contact Mr. James Miller at (607) 869-1450.

Sincerely,

A handwritten signature in cursive script, reading "Stephen M. Absolom", is written over a horizontal line.

Stephen M. Absolom  
Chief, Engineering/Environmental  
Management Division

Copy Furnished:

Mr. Kamal Gupta, Project Manager, Federal Projects Section, Bureau of Eastern Remedial Action, Division of Hazardous Waste Remediation, NYSDEC, 50 Wolf Road, Albany, New York 12233-7010

MEMORANDUM FOR RECORD

SUBJECT: Minutes for the Project Manager's Meeting to Discuss Funding for CERCLA Projects at SEAD

1. A meeting of the Project Management from the Environmental Protection Agency (EPA), New York State Department of Environmental Conservation (NYSDEC) and Army was held on 13 Feb 92, at 0930 hours. The AT&T teleconferencing service was employed for this meeting.

2. ON LINE ATTENDANCE:

For the Army - Mr. Gary Kittell, Director of Engineering & Housing, SEAD  
Mr. Randall Battaglia, Army Project Manager, SEAD  
Mr. James Miller, Environmental Specialist, SEAD

For the NYSDEC - Mr. Kamal Gupta, Project Manager, NYSDEC, Albany, NY

For the USEPA - Ms. Carla Struble, Project Manager, USEPA, New York, NY

3. AGENCY:

To discuss the present funding status for ongoing CERCLA projects at SEAD as reflected in the most recent USACE Installation Restoration Program (IRP) Workplan.

4. The Project Management for the Army explained to the USEPA and the State Project Management that the current USACE IRP Workplan (hereafter referred to as workplan), shows critical IRP projects at SEAD at priority levels that fall below the workplan outline for funding. These projects include the continuation of Remedial Investigations/Feasibility Studies (RI/FS's) at the Ash Landfill and Open Burning Grounds sites. These projects have received the workplan priority code letter "V". The letter "V" is the category of projects characterized by the National Priority List (NPL) sites lacking signed IAG's.

5. The Project Management for the Army explained that for SEAD to secure funding for its projects, workplan priority letter of "R" may be requested. A workplan priority "R" represents NPL sites with regulator approved schedules for IAG's signed at the DA level.

6. SEAD Project Management stated that written correspondence had recently been prepared by SEAD at the request of HQ Depot System Command (DESCOM). This correspondence lists the adverse effects that will occur if funding is cut for critical IRP projects at SEAD. These adverse effects include the continuing spread of contamination, loss of public trust, loss of project continuity and loss of project momentum.

SDSSE-HE (200-1a)

SUBJECT: Minutes for the Project Manager's Meeting to Discuss Funding for CERCLA Projects at SEAD

7. The DESCOM point of contact for SEAD, Mr. John Bernacki, will be attending the first quarterly workplan review held on February 20, 1992. Mr. Bernacki will be announcing, at the workplan review meeting, the adverse effects of program interruption at SEAD.

8. SEAD Project Management will present a strong case to DESCOM for changing the workplan priority code for the Ash Landfill site from a "V" code to a "U" code. The "U" code more accurately represents the conditions which exist at the Ash Landfill site. The code "U" is used to characterize sites that have been determined to have confirmed contamination at or in close proximity to the installation boundary, and has a high potential for off-post migration.

9. SEAD agreed to furnish Mr. Gupta and Ms. Struble a copy of an article entitled "Sites Receive Prioritization for Funding Cleanup Work" from The Environmental Update, a monthly paper on environmental issues published by the USACE.

10. The meeting concluded at approximately 1015 hours. No discussion of a time and date for the next formal meeting of the Project Managers was discussed at this time.

*James Miller*

JAMES MILLER  
Environmental Protection Specialist

ATTACHMENT 2  
Field Report  
for  
Ash Landfill Site

**CHAS. T. MAIN, INC.**

PRUDENTIAL CENTER, BOSTON, MASSACHUSETTS 02198 • TELEPHONE 617 282-3200 • TELEX 4430035 • FAX 617 869-2875

April 8, 1992

MR. Kevin Healy  
CEHND-PM-E  
U.S. Army Corps of Engineers  
Huntsville Division  
106 Wynn Drive  
Huntsville, Alabama 35807

**SUBJECT: Remedial Investigation Quarterly Report (Ash Landfill)**

Dear Mr. Healy:

This quarterly report summarizes the activities which have occurred at the Ash Landfill from January 1, 1992 to the present date. Recall that as of December, all soil borings had been completed, all monitoring wells had been installed and all surface water/sediment samples had been collected.

During January, all monitoring wells, both new and previously installed, were developed and sampled. In addition, slug testing was performed on wells MW-34, 35D, 36, 37, 38D, 39, 40, 41D and 42D, in order to determine the formation's hydraulic conductivity. Slug testing was performed on both bedrock and overburden wells. A vertical connection test was also performed on the following two (2) well pairs wells, 35D and 36, PT 18 and MW 38D, in order to determine the change in piezometric head of one well by removing water from another well close by. This is significant for determining the connection between bedrock and the overburden. The remaining activities performed included installation of three ballards around each newly and, when necessary, previously installed wells. Additionally, the protective casing around PT 19 was reinstalled since it was completely missing. This well was not installed by MAIN but was repaired since it was part of the monitoring well network at the Ash Landfill and would be unusable unless the integrity of the well could be assured. Locks and expandable plugs were also placed on each well, both newly installed and previously installed.

During February, the site was demobilized. Power was disconnected to the field trailer and the trailer was removed in early February, 1992. All that remains at the site are the steel drums containing the drilling waste.

During late January and February, MAIN began to receive data from both the laboratory subcontractor, Aquatec, and the surveying subcontractor, Blasland, Bouck and Lee. The last piece of laboratory data was received by MAIN on March 6, 1992. Complete information from the surveyor was delayed until the second week in March 1992. It is unclear why there was such a delay in obtaining the topographic site maps from the photogrametric subcontractor since the flyover was performed on December 12, 1991. Apparently, some of the delays could be attributed to the inability of the photogrametric subcontractor to efficiently translate the maps into a form compatible with



Mr. Kevin Healy  
April 8, 1992  
Page 2

MAIN's Intergraph system. Eventually, MAIN performed the translation in order to expedite the process. As of this date, MAIN has received all the analytical data from Aquatec and all the site maps are complete. The collected analytical data is attached to this report for your review.

Data evaluation began in March and has continued since then. As specified in the scope of work, the deliverable will be a report entitled "The Preliminary Site Characterization Summary Report". This report will describe all the activities performed during the field program and will present all the data collected during this effort. It will essentially comprise the first four chapters of the Remedial Investigation (RI). It will not include a chapter on contaminant fate and transport, (Chapter 5), or a Risk Assessment, (Chapter 6), or a Summary and Conclusion section, (Chapter 7). It will provide the basis for determining the need to perform any follow-up Phase 2 activities.

Most of the data is consistent with our initial understanding and expectation of the conditions at the site. The most significant findings include:

- 1) The identification of a groundwater plume, consisting of Trichloroethene (TCE) and the environmental breakdown products of TCE, i.e. the isomers of Dichloroethene (DCE), have been identified. This plume appears to emanate from an area adjacent to the western edge of the former Ash Landfill. Based upon historical aerial photographs and the boring logs, the Ash Landfill was determined to be much smaller than first anticipated.
- 2) The contaminant plume is consistent with the direction expected from the piezometric groundwater flow map. It appears that a farmhouse, located off-post is in the direction of flow. This farmhouse has been monitored every quarter by SEAD for some years and does not appear to have been significantly impacted. No detectable amounts of any contaminants were previously observed in any of the three farmhouse wells, with the exception of the last round, performed in December, 1991. The last round of quarterly monitoring performed by SEAD did detect 6 ppb of Trichloroethane, (TCA) in one of the three farmhouse wells. This was not confirmed by a confirmation round that was performed immediately after the TCA was detected. The on-site plume was not measured to contain any TCA.
- 3) At least two separate areas are the likely source of groundwater impacts. Both are located along the western portion of the Ash Landfill. The soil gas survey performed by MAIN in November, 1991 was successful in detecting these areas. The soil gas survey performed by Target Inc. for ICF Inc. detected one source approximately 200 feet from the old incinerator building along the western toe of the Ash Landfill. The soil gas value at this spot was 11,000 ug/L, total volatiles, and was the highest of the entire Target survey. This value decreased rapidly a small distance from this spot, implying a localized source. MAIN was able to reconstruct the location of this and other points and reconfirmed this area as high in soil gas.

Mr. Kevin Healy  
April 8, 1992  
Page 3

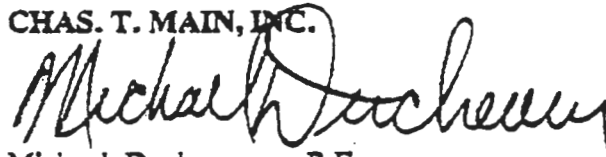
However, another area, located to the north, yet still along the western portion of the Ash Landfill, was identified by MAIN as an area with soil gas values as high if not higher than those detected in the previously mentioned area. Target did detect some elevated soil gas values in this area, the highest was 900 ug/L. these values were not as high as the 11,000 ug/L value, implying that the source was not as substantial. MAIN believes that this second area is a significant contributor to the groundwater problem at this site. Soil samples collected following the soil gas survey have confirmed that this area is a source of chlorinated hydrocarbon contamination.

- 4) The identification and location of this area has implications for the groundwater monitoring program. It appears that the positioning of the wells was based upon the assumption that the original area, identified by the Target survey, was the only source. In other words, the wells were all located downgradient of this original source and therefore does not delineate the entire plume which extends to the north. It appears likely that additional wells will be required in order to fully determine the extent of the plume as a result of the second source area.
- 5) Soil borings and soil samples were collected in the areas determined by the workplan and the soil gas survey as source areas. These results are included with this quarterly report.

If you have any questions regarding this report, please feel free to call me at 617-859-2492.

Very truly yours,

CHAS. T. MAIN, INC.



Michael Duchesneau, P.E.  
Project Manager

Response Requested  Yes  No  
Date Requested \_\_\_\_\_

MD/cmf/D#7

ATTACHMENT 3  
Field Reports  
for  
OB Grounds Site

**CHAS. T. MAIN, INC.**

PRUDENTIAL CENTER, BOSTON, MASSACHUSETTS 02199 • TELEPHONE 617 262-3200 • TELEX 4430036 • FAX 617 866-2676

April 8, 1992

Mr. Kevin Healy  
CEHND-PM-E  
U.S. Army Corps of Engineers  
Huntsville Division  
106 Wynn Drive  
Huntsville, Alabama 35807

**SUBJECT : Remedial Investigation Quarterly Report (OB Grounds)**

Dear Mr. Healy:

This quarterly report summarizes the activities that occurred during the Preliminary Site Characterization Activities at the Open Burning Grounds (OB) from January, 1992 till the present date. As of late December, all grid borings had been completed, all monitoring wells had been installed and all surface water/sediment samples had been collected.

During January, all monitoring wells, both new and previously installed, were developed and sampled. In addition, slug testing was performed on all wells which could be tested in order to determine the formation hydraulic conductivity. A small portion of the wells were not tested because there was not enough water in the well to perform the test or the well was frozen. Burn Pad borings continued during January and were completed in early February. The remaining activities included installation of three ballards around each newly and previously installed well.

During February, the site was demobilized. Power was disconnected to the trailer and the trailer was removed in early February, 1992. The only items that remain at the site are the drums containing the drilling waste. MAIN began to receive data from both the laboratory subcontractor, Aquatec, and the surveying subcontractor, Blasland, Bouck and Lee. The last piece of laboratory data was received by MAIN on March 6, 1992. Complete information from the surveyor was delayed until the second week in March because the photogrammetric subcontractor, Lockwood Engineering did not provide the topographic map. It is unclear why there was such a delay in obtaining the topographic site maps from the photogrammetric subcontractor since the flyover was performed on December 12, 1991. Apparently, some of the delays could be attributed to the inability of the photogrammetric subcontractor to efficiently translate the maps into a form compatible with MAIN's Intergraph system. Eventually, MAIN performed the translation in order to expedite the process. As of this date, MAIN has received all the analytical data from Aquatec and all the site maps are complete. The collected analytical data is attached to this report for your review.

Data evaluation began in March and has continued since then. The deliverable will be a report to be entitled "The Preliminary Site Characterization Summary Report". This report will describe all the activities performed during the field program and will present all the data collected during this effort. It will essentially comprise the first four chapters of the Remedial Investigation (RI). It will not include a section on Contaminant Fate and Transport, Chapter 5), or a Risk Assessment,

Mr. Kevin Healy  
April 8, 1992  
Page 2

(Chapter 6), or a Summary and Conclusion section, (Chapter 7). It will essentially serve as the basis for determining the need to perform any follow-up Phase 2 activities.

Most of the data is consistent with our initial understanding and expectation of the conditions at the site. Essentially, these include:

- 1) The constituents of concern are heavy metals and some lesser amounts of explosives. Volatile organics were not detected in the soils or the groundwater. The occurrence of these constituents appear to be localized in the berms of the pads and in the upper portions of the pads. The pads which appears to be most impacted is Pad B, however Pads F, G and H do contain detectable levels of munitions and heavy metals.
- 2) Sediment samples collected from the drainage swales and wetlands of the site detected some RDX. One sample, the highest, was approximately 9 ppm.
- 3) The ecological evaluation of the site, especially Reeder Creek, has identified a healthy ecological community. The creek contains a diverse population of aquatic plants and animals. Several species were identified in the stream which are sensitive to low concentrations of heavy metals, implying that heavy metal contamination of the sediments has not occurred.
- 4) The data from the monitoring well sampling did not detect the presence of any organic constituents. Heavy metals were detected above the drinking water standards in some of the unfiltered samples. The filtered samples were below drinking water standards for all heavy metals. Both filtered and unfiltered samples were collected for heavy metal analyses because MAIN was unable to obtain water samples from the wells less than 50 NTU. In many instances 100 well considered to be volumes were purged from the well. Although the water collected is excellent for a well screened in till with a high amount of clay, it was nonetheless not below the 50 NTU value.

If you have any questions regarding this report, please feel free to call me at 617-859-2492.

Very truly yours,

CHAS. T. MAIN, INC.



Michael Duchesneau, P.E.  
Project Manager

Response Requested  Yes  No  
Date Requested \_\_\_\_\_

MD/cmf/D#7

ATTACHMENT 4  
Data Summarization Tables  
for  
Ash Landfill  
Soil and Groundwater Data

ATTACHMENT 5

Data Summarization Tables

for

Open Burning Grounds

Soil and Groundwater Data

# ATTACHMENT 6

## Newspaper Articles



# TIMES TWO

Finger Lakes Times

## Classified Ads and Public Notices

Finger Lakes Times, Geneva, N.Y., Monday, March 16, 1992

**NOTICE OF PUBLIC AVAILABILITY**  
SENECA ARMY DEPOT ANNOUNCES THE AVAILABILITY OF THE ADMINISTRATIVE RECORD FOR THE ASH LANDFILL SITE.  
SENECA ARMY DEPOT, ROMULUS, NEW YORK

Seneca Army Depot announces the availability for public review of files comprising the Administrative Record for the selection of remedial action at the Ash Landfill Site, Seneca Army Depot, Romulus, New York. Seneca Army Depot seeks to inform the public of the availability of the record files at a repository located in the Romulus Town Hall, Willard, New York. Seneca Army Depot encourages the public to comment on documents as they are placed in the record file.

The Administrative Record file includes documents which form the

### Public Notices 105

basis for the selection of a remedial action at this site. Documents now in the record file include a Remedial Investigation/Feasibility Study (RT/FS) Work plan. Other documents will be added to the record files as site work progresses. These additional documents may include, but are not limited to a Community Relations Plan, RVFS reports, other technical reports, and new data submitted by interested persons.

The Administrative Record file is available for review during normal business hours at (8:00 A.M. - 4:30 P.M.) at:

The Romulus Town Hall  
1435 Prospect Street  
Willard, New York  
(807) 869-9236

Written comments on the Administrative Record should be sent to:

Jerry Whitaker  
Public Affairs Officer  
Seneca Army Depot  
ATTN: SDSSE-PAO  
Romulus, New York  
14541-5001

**NOTICE OF PUBLIC AVAILABILITY**  
SENECA ARMY DEPOT ANNOUNCES THE AVAILABILITY OF THE INFORMATION REPOSITORY FOR REMEDIAL ACTION SITES AT SENECA ARMY DEPOT.

ROMULUS, NEW YORK

Seneca Army Depot announces the availability, for public review, of files comprising the Information Repository for remedial actions at the Ash Landfill and Open Burning (OB) Grounds Sites, Seneca Army Depot, Romulus, New York. Seneca Army Depot seeks to inform the public of the availability of the Information Repository, located in the Romulus Town Hall, Willard, New York. Seneca Army Depot encourages the public to comment on documents as they are added to the repository.

The Information Repository is intended to provide citizens, local officials, and the media with easy access to accurate, detailed, and current data about the Ash Landfill and OB Grounds Sites. Documents now in the Information Repository include the Final RTFS Work plan for the Ash Landfill Site, copies of newspaper clippings that refer to the Ash Landfill and OB Grounds Sites, and the Administrative Record file for the Ash Landfill Site.

Other documents will be added to the Information Repository as site work progresses. These additional documents may include, but are not limited to brochures, fact sheets, and other information relevant to remedial actions at the OB Grounds and Ash Landfill Sites.

The Information Repository will be available for review during normal business hours (8:00 A.M. - 4:30 P.M.) at:

Romulus Town Hall  
1435 Prospect Street  
Willard, New York  
(607) 869-9236

Written comments on the Information Repository should be sent to:

Jerry Whitaker  
Public Affairs Officer  
Seneca Army Depot  
ATTN: SDSSE-PAO  
Romulus, New York

**SENECA COUNTY**

■ **ROMULUS** — The Seneca Army Depot this week established an information repository for all areas of potential environmental contamination at the depot, as well as the depot's former ash landfill and open-burning sites.



The files — located at the Romulus Town Hall, 1435 Prospect St. in Willard — are designed to inform the public about possible environmental hazards at the site and to solicit the public's views in choosing an appropriate cleanup plan for the sites.

The ash landfill is listed on the federal Superfund list of sites needing cleanup.

The repository had to be set up under federal Environmental Protection Agency rules. The files, which will be updated periodically and can be photocopied, are available for inspection from 8 a.m. to 4:30 p.m. on business days at the Town Hall, phone (607) 869-9236. Comments on or questions can be sent to Jerry

Whitaker of the public affairs office at the depot, Romulus 14541, or call (607) 869-1235.

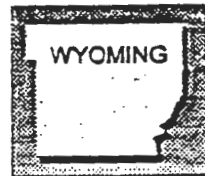
**WYOMING COUNTY**

■ **WARSAW** — Kathy Cairns Hendershott has been named director of the Business/Education Council of Wyoming County.

A resident of Wyoming County for the past seven years, Hendershott previously helped implement the council's Youth Employment Preparation Program.

The council provides employment preparation for up to 1,000 youths per year.

■ **PIKE** — The Wyoming County 4-H Horse Project is seeking money and building ma-



terials to construct a new horse barn on the Wyoming County Fairgrounds here.

To learn how to contact the project leaders, call the 4-H office at (716) 786-2251.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
 REGION II  
 26 FEDERAL PLAZA, ROOM 2930  
 NEW YORK, NEW YORK 10278  
 FACSIMILE #: (212) 264-6607

FACSIMILE COVER SHEET

ADDRESSEE: **RANDY BATTALIA - SEAD**

OFFICE/PHONE: **FAX 609-869-1362**

FROM: **C. STUBBLE**

PHONE:

DATE:

# OF PAGES: **7**  
 (including cover sheet)

COMMENTS:

*SM*  
*Steve*  
*Randy* } *ouch!*  
*Jim*  
*File*      *Ran*

902-4111A-2A6

PLEASE NUMBER ALL PAGES

New York State Department of Environmental Conservation  
50 Wolf Road, Albany, New York 12233



Thomas C. Jorling  
Commissioner

FEDERAL FACILITIES

92 FEB 21 AM 11:53

U.S. EPA

February 13, 1992

Department of the Army  
Headquarters, U. S. Army Materiel Command  
Office of Command Counsel, General Law Division  
Att'n: P. Sheuerman, Esq.  
5001 Eisenhower Avenue  
Alexandria VA 22333-0001

Dear Mr. Sheuerman,

Re: Seneca Army Depot interagency agreement

This is in response to your letter of November 15, 1991, to myself and my colleague James F. Doyle, Esq., of the United States Environmental Protection Agency Region II.

I was greatly disappointed by your said letter: to demand so many radical revisions to the language which the State carefully negotiated and renegotiated over the course of a year-and-a-half with the Post Judge Advocate, who we understood to be the Army's representative in this matter, is distressing; and to do so at this late date, in the form of an ultimatum, is doubly so.

Despite the belatedness of raising them, among the twenty-nine revisions you require, some are acceptable as stated, and others, while not acceptable precisely as stated, are acceptable in principle and doubtless can be expressed in mutually agreeable language; but still others are unacceptable in principle. The purpose of this letter is to define this last category, since if you are really insistent on revisions which we reject, there is no point in continuing this correspondence.

There are eight revisions demanded by your letter which the State finds unacceptable in principle. They touch on three issues, namely, changes "a" and "z" deal with the issue of the "agreement" as including attachments, change "o" deals with the issue of the permitting of activities to be conducted under the "agreement", and changes "d", "j", "r", "s" and "t" all deal with various aspects of the issue of the State's reservation of certain rights notwithstanding the "agreement".

Those changes and our responses thereto are as follow.

\* \* \* \* \*

Your change "a" is,

Subsection 2.3, definition of "Agreement" should read "shall refer to this Federal Facility Agreement". The Plattsburgh FFA

does not incorporate all attachments.

The result is that § 2.3 would be revised so as to read,

~~"Agreement" shall refer to this document and shall include all Attachments to this document. All such Attachments shall be appended to and made an integral and enforceable part of this document Federal Facility Agreement.~~

Your change "z" is,

Subsection 34.10 should be deleted. Allowing the documents to be incorporated as Attachments allows indirect amendment of the FFA without increasing the enforceability of the documents.

The result is that § 34.10 would be omitted in its entirety.

The State's response to your changes "a" and "z" is that the basic document does not actually contain the details of the Army's obligations: the basic document establishes a process for defining the details of the Army's obligations, which are then memorialized in the respective attachments. Without the the attachments being made a part of and enforceable as the "agreement", the State's right to enforce the "agreement" is largely illusory. Every one of these agreements is unique and stands by itself. The fact that the respective negotiators of the Plattsburgh Air Force Base interagency agreement placed less emphasis on this concept, does not bind the State to adopt that approach in every case.

\* \* \* \* \*

Your change "o" is,

Section 25, Permits, should be deleted.

The result is that §§ 25.1 through 25.10, inclusive, would be omitted in their entirety.

The State's response to your change "o" is that there are several reasons why this article is indispensable. To begin with, because CERCLA § 121(e)(1) exists, if there is any controversy over its applicability, it is necessary to identify and resolve that controversy as soon as possible in the process. In the circumstance that the Army is relieved of a duty to obtain some State permit by operation of CERCLA § 121(e)(1), we require some reasonable assurances that the activity will be conducted in a manner comparable to that which would be mandated pursuant to a permit. Alternatively, in the circumstance that the Army is not relieved of the duty to obtain some State permit, despite CERCLA § 121(e)(1) (e.g., offsite hazardous waste management, with respect to which the Army is unambiguously made subject to State permitting jurisdiction by SWDA § 6001) we require the Army's straightforward concession of its obligation to comply. I cannot conceive of why

the Army should demand the deletion of a series of provisions that do no more than summarize its rights and duties under federal law.

\* \* \* \* \*

Your change "d" is,

Subsection 8.4, Statutory Compliance / RCRA-CERCLA Integration, should have everything after the citation "42 U.S.C. § 9604" deleted. The deleted portion is not DOD / EPA model language.

The result is that § 8.4 would be revised so as to read,

Nothing in this Agreement shall alter the authority of either EPA or the Army with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, ~~or any authority NYSDEC may have with respect to (a) the cleanup or removal of released hazardous substances from the environment, (b) such actions as may be necessary to be taken in the event of the threat of release of hazardous substances into the environment, (c) such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of hazardous substances, the disposal of removed material, or (d) such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release.~~

The State's response to your change "d" is that this recitation as to the State's authority is adapted from the definition of "removal" at CERCLA § 101(23), without the enumeration of examples, and the essence of the language to which you object is that the State does not surrender its authority to conduct a removal action in a proper case. The State's authority to conduct a removal action in connection with a federal agency facility is effectively conceded by the CERCLA § 120(a)(1) waiver of immunity with respect to response cost liability: if a State could not conduct a removal action, the provision for cost recovery would be meaningless, so, the fact that there is a provision for cost recovery indicates that a State must be entitled to conduct a removal action. I feel constrained to point out that the Plattsburgh Air Force Base interagency agreement contains substantially identical language with respect to the State's authority. I have previously expressed the position that the State is not bound here to follow a concession it previously made in the Plattsburgh Air Force Base interagency agreement, and likewise I concede that the Army is not bound here to follow a concession previously made by the Air Force: however, you cannot be heard to complain that the language is unprecedented, since the Department of Defense has accepted substantially the same language not once but twice, see Plattsburgh Air Force Base interagency agreement § VIII.D and Griffiss Air Force Base interagency agreement § VIII.D.

Your change "j" is,

Subsection 19.12 should be deleted. Not DOD / EPA model language.

The result is that § 19.12 would be omitted in its entirety.

The State's response to your change "j" is that, while we recognize that, from your perspective, we and the Environmental Protection Agency alike are regulators, it is necessary that you recognize that we and that Agency, although allies in a sense, are not equal partners and most particularly are not in comparable positions with respect to the dispute resolution procedure. The ultimate arbiter in that procedure is, the Environmental Protection Agency Administrator, see § 19.6. To demand the deletion of this provision is to demand that this State cease to be an independent sovereign. We are simply not prepared to abandon our duty to provide for the protection of our citizens and their environment, and to entrust that mission to the benevolence of the Administrator when the same President appoints both the Administrator and the Secretary of the Army. As before, it is noted that you cannot be heard to complain that the language is unprecedented, since the Department of Defense has accepted virtually identical language, see Griffiss Air Force Base interagency agreement § XIII.J, and similar language, see Plattsburgh Air Force Base interagency agreement § XII.J.

Your change "r" is,

Subsection 29.3 should have "and after exhausting dispute resolution procedures under this Agreement" inserted between "Agreement" and "NYSDEC". Without this addition, this is only a reservation of rights and not also a covenant not to sue.

Your change "s" is,

Subsection 29.3(a) should be deleted. It is covered in the DSMOA.

Your change "t" is,

Subsection 29.3(f) should have conditions (2) and (3) at its end connected by "and", not "or".

The result is that § 29.3 would be revised so as to read,

In addition to those rights specifically reserved elsewhere in this Agreement, and after exhausting dispute resolution procedures under this Agreement, NYSDEC reserves the rights of the State of New York: ~~(a) Pursuant to CERCLA § 107, to seek~~

~~/ obtain reimbursement from the Army of response costs not reimbursed pursuant to this Agreement;~~ (b) Pursuant to CERCLA § 121, to seek / obtain judicial review of any remedy selected by the EPA Administrator; (c) Pursuant to and to the extent authorized by CERCLA to seek / obtain compliance by the Army with State law at the Site; (d) Pursuant to and to the extent authorized by other federal law, to seek / obtain compliance by the Army with State law at the Site with respect to matters not specifically covered by this Agreement; (e) To procure enforcement of this Agreement, and to seek penalties or other appropriate relief against the Army in the event that the Army shall fail to comply herewith; (f) To pursue any administrative, legal or equitable remedies it may have to require additional response actions by the Army in the event that (1) conditions previously unknown or undetected by NYSDEC arise or are discovered at the Site, or (2) NYSDEC receives additional information not previously available concerning the premise which they employed in reaching this Agreement, ~~or~~ and (3) NYSDEC determines that the implementation of the requirements of this Agreement is no longer protective of public health, welfare, or the environment, which determination shall not be subject to the procedures of Part 19 (Dispute Resolution), any other provision of this Agreement to the contrary notwithstanding.

The State's response to your change "r" is stated in our response to your change "j" supra.

The State's response to your change "s" is that a recitation of our cost recovery rights is indispensable despite the existence of the DSMOA executed by the Department of Defense on June 6, 1991. The DSMOA simply does not fully provide for the reimbursement of all of the State's expenses in connection with the subject site. According to its terms, the DSMOA has no applicability, either to expenses incurred prior to October 17, 1986, or to expenses incurred at areas of the site outside Seneca Army Depot, or to expenses incurred in connection with Army activities funded from sources other than Environmental Restoration, Defense appropriations; nor does it provide for the reimbursement of expenses in excess of the greater of, 1% of post- October 17, 1986, Environmental Restoration, Defense appropriations costs, or, \$50,000; see Department of Defense and State Memorandum Of Agreement §§ I.A.1., I.E. The State absolutely refuses to surrender its cost recovery rights by this "agreement" in return for reimbursement under the DSMOA, when the DSMOA does not even purport to provide for reimbursement thereunder of all of the State's expenses. To the extent that you may be concerned that the State will seek reimbursement of the same expense twice, both under the DSMOA and then again pursuant to CERCLA § 107(a), I submit that you are adequately protected by CERCLA § 114(b).

The State's response to your change "t" is that it simply is not clear what is intended. As it presently reads, it is clear that the State may pursue any remedies, etc., in any of three



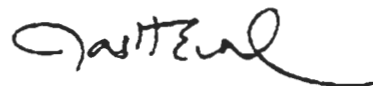
circumstances, 1 or 2 or 3. Your change indicates that the State would be able to pursue any remedies, etc., only in either of two circumstances, but without defining what those circumstances are: your change could be read as providing that the State may act in 1 or 2+3, and it could equally be read as providing that the State may act in 1+3 or 2+3. Whatever the third clause would be connected to, however, is less important than our need that circumstance 3 be considered alone: if it should come to be that the implementation of the "agreement" no longer adequately protects the people of this State, then this State must be entitled to act without regard to the reason therefor, and without regard to whether or not some previously unknown conditions have been discovered or some previously unavailable information is received.

\* \* \* \* \*

In conclusion, while the State desires to be a party to this interagency agreement, there are limits to the concessions we are prepared to make in order to be a party. Please refer to the last paragraph of my letter of June 20, 1990, to Miriam Martinez, who at that time was the Environmental Protection Agency project manager. It is noted that the State need not be a party to an interagency agreement with a federal government agency in order for that agency to be liable to the State for response costs and natural resource damages associated with an agency facility: that liability exists and is enforceable by the State independent of any agreement, see CERCLA § 120(a)(1). It is further noted the State need not be a party to an interagency agreement with a federal government agency in order to be entitled to insist on the participation provided for by CERCLA §§ 120(f), 121(f). I am greatly disappointed to perceive that it is the Army's present intention to renege on the understanding which was arrived at so long ago; but if that is truly the Army's position with respect to the State, we will be grateful to be told so unambiguously.

Finally, it is to be understood that, if we are denied the opportunity to be a party to this interagency agreement at this time because of our decision to decline to accede to your demands, such decision is without prejudice to our ability to assert the State's rights as a nonparty at any subsequent time under CERCLA §§ 120(f), 121(f), or otherwise.

Cordially,



James H. Eckl  
Associate Attorney

cc: J. F. Doyle, D. K. Ettman

JE/je/c  
1-SAD--F.jet



DEPARTMENT OF THE ARMY  
 HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
 5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001

*Tim*



REPLY TO  
 ATTENTION OF

March 19, 1992

*Director  
 Engin  
 Housley*

Office of Command Counsel

Mr. James Doyle  
 Office of Regional Counsel  
 U.S. Environmental Protection Agency  
 Region II  
 26 Federal Plaza  
 New York, New York 10278

*Phil Sherman  
 AMC →  
 # Phil Sherman →*

*8-284-3003*

*process  
 on IAG  
 negotiation*

Dear Mr. Doyle:

This is in response to your letter of March 19, 1992, regarding our recent discussions on the draft federal facility agreement (FFA) for Seneca Army Depot (SEAD).

Referring to your numbered paragraphs, the Army agrees to paragraph 2, amendment of Subpart 8.4, and paragraph 6, amendment of Subpart 23.3. Additionally, we agree to paragraph 4, amendment of Subpart 18.9, with the understanding that the reference in the proposed amendment to "Subpart 18" should be to "Subpart 18.1". We also agree to paragraph 7, amendment of Subpart 27.3, with the understanding that the word "additional" be added after the word "Any". This last change will conform the terminology to that used in Subpart 27.2.

In regard to paragraph 1, amendment of Subparts 2.3, 33.5, and 34.10, we agree in concept but are not entirely comfortable with the exact language. (I assume the word "alter" was intended to follow the word "shall" in each of the two proposed amendments.) The reference to "process set forth ... addressing hazardous substances" seems somewhat ambiguous and might even be interpreted as including the Attachments, which is exactly the opposite of what we intend with this change. I assume from your proposal that my original proposal of March 6 is not acceptable to your agency. I suggest the following addition to Subpart 33.5 as a compromise: "Any revision or other change to an Attachment in accordance with this Subpart shall only deal with the subject matter of that Attachment and shall not amend other parts of the Agreement." I suggest the following addition to Subpart 34.10 as a compromise: "Any such deliverable in Attachment 2 shall only deal with the subject matter of that Attachment and shall not amend other parts of the Agreement." These two provisions should accomplish your goal of incorporating items into the FFA without causing the Army concern that such incorporation would result in substantive change to other unrelated provisions of the FFA.

In regard to paragraph 9, the Army agrees to the proposed change to Subpart 19.12. It was my understanding that the change to be made to Subpart 29.3 would essentially mirror the language of the Plattsburgh FFA in regard to the State's reservation of rights (with one or two possible additions). Your proposed language is very significantly different from the language in my copy of the Plattsburgh FFA. This requires further discussion.

In regard to paragraph 8, EPA's covenant not to sue and reservation of rights, we apparently cannot reach agreement. This matter will have to be elevated to our respective headquarters for resolution. I do not, however, expect this to pose a significant delay.

From the above comments, I am not certain that we need to hold a conference call tomorrow, March 20th. The matters requiring further discussion can probably be taken care of at our meeting on Monday, March 23, 1992. I will leave the matter to your discretion. I will continue to be available for our planned conference call at 10:00 a.m. tomorrow.

Sincerely,

A handwritten signature in cursive script, appearing to read "Philip Sheuerman".

Philip Sheuerman  
Attorney-Advisor  
General Law Division

cf: Mr. James Eckl, NYSDEC  
HQDA (DAJA-ELC) (Mr. Nixon)  
AMSDS-CC (Mr. Hill)  
SDSSE-PL (CPT Ettman)



DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001



REPLY TO  
ATTENTION OF

AMCCC-G

17 March 1992

MEMORANDUM FOR Commander, Seneca Army Depot, ATTN: SDSSE-PL,  
Romulus, New York 14541-5001

SUBJECT: Federal Facility Agreement (FFA) Negotiations with the  
United States Environmental Protection Agency (USEPA) and the New  
York State Department of Environmental Conservation  
(NYSDEC)/Status

1. This memorandum is to apprise you of the status of discussions between this Headquarters and USEPA, Region II, and NYSDEC regarding the draft FFA for Seneca Army Depot (SEAD). You have already received copies of our correspondence dated 6 and 8 March 1992. On 9 March and 16 March, I participated in a conference call with Messrs. Doyle and Eckl, as well as other representatives of USEPA and NYSDEC. The subjects discussed were those noted in my letters of 6 and 8 March 1992.

2. Several items of concern were resolved to the satisfaction of the parties. Several items were deferred to allow USEPA and NYSDEC to confer with their respective policy makers. The results of the discussions to date will be incorporated into a letter to be sent out by USEPA on 18 or 19 March 1992. SEAD will be provided a copy. A meeting is scheduled for 23 March 1992 at USEPA, Region II, to resolve any remaining issues, particularly those listed in my 15 November 1991 letter not yet discussed. The Army will be represented by the undersigned. Upon completion of discussions, unless there are issues requiring elevation, USEPA will provide a new draft FFA for review and signing. If there are issues remaining which require elevation, they will be resolved at HQDA, HQEPA, and HQ NYSDEC, after which USEPA will provide a new draft FFA for review and signing.

3. None of the issues currently under discussion affect the technical aspects of the remedial action at SEAD. The issues are essentially legal in nature. All parties hope for a speedy conclusion to negotiations to ensure SEAD receives the appropriate funding priority.

4. I will keep you apprised of any developments in this matter. POC is the undersigned at DSN 284-8003.

PHILIP SHEUERMAN  
Attorney-Advisor  
General Law Division

cf: AMSDS-CC



DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001



March 6, 1992

REPLY TO  
ATTENTION OF

Office of Command Counsel

Mr. James Doyle  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region II  
26 Federal Plaza  
New York, New York 10278

Mr. James Eckl  
Office of Counsel  
New York State Department  
of Environmental Conservation  
50 Wolf Road  
Albany, New York 12233

Dear Sirs:

In accordance with our telephone conversation of February 28, 1992, and my letter to Mr. Doyle of March 2, 1992, I am providing the following review and evaluation of comments from our various pieces of correspondence regarding the negotiation of a federal facility agreement (FFA) for Seneca Army Depot.

Obviously, the following comments are my own and my interpretation of your letters. I do not claim that they accurately reflect your stated views. The purpose of this letter is to provide a setting for discussion and additional explanation for the Army's views since my letter of November 15, 1991, contained limited explanation. Nor does this letter cover all the issues raised in my November letter, nor all the issues raised in your letters to the Army. I have arranged the discussion with a brief synopsis of the reasons for each agency's position, when possible an analysis comparing the reasons, and a suggested compromise where I was able. Item references are to the paragraphs of my November 15, 1991, letter.

1. Items a and c:

ARMY COMMENTS: Incorporating Attachments and "all reports,

documents, plans, specifications, and schedules" into the FFA results in two consequences:

(1) It allows for the possibility of substantive amendment of the FFA without the consent of the Army. This is due to the fact that the EPA has final dispute resolution authority. This is reinforced by the provision at 33.5, under Amendment of Agreement, which provides for changes to the Attachments "subject to dispute resolution". Actually, these incorporating provisions conflict with the basic provision at 33.1 requiring written agreement of all parties for amendment of the FFA.

(2) Incorporating "all reports, documents, plans, specifications, and schedules" conflicts with the purpose of the model language on Enforceability, Part 21. The model provision provides what can be enforced in accordance with DOJ's interpretation of CERCLA. Generally speaking, that includes standards, etc., effective under CERCLA, timetables and deadlines for the RI/FS, and all terms and conditions relating to the remedial action. Additionally, in regard to incorporating everything relating to the remedial action, the current language would significantly increase the Army's vulnerability to stipulated penalties under Part 22. Strictly speaking, if the Army failed to comply with even the most insignificant portion of any incorporated remedial action document, report, etc., it would be subject to stipulated penalties. Such is the consequence of incorporating everything into the FFA.

EPA COMMENTS: Schedules and deadlines must be included in the FFA. Since a schedule of long term future activities cannot be reasonably predicted now, it must be subject to change over time. Only Attachments 3, 4, and 5 are actually intended to be amended over time.

NYSDEC COMMENTS: Since the basic document does not contain the specifics of the Army's obligations, but only contains the process for determining those obligations, it is reasonable for the Attachments to contain those obligations when they are determined. Those determinations take place after the completion of the basic FFA; therefore, there is a need for a process to amend the Attachments. Additionally, if the Attachments are not made a part of and enforceable under the FFA, the State would have illusory enforcement power.

ANALYSIS: It appears that all parties are in agreement that the performance requirements of the Army must be enforceable. At a minimum, these requirements include the schedules and deadlines contained in the various documents submitted for consultation, as well as the requirements for the remedial action, also set through consultation. There appears to be agreement that the basic FFA substantive provisions cannot be amended by way of incorporating Attachments and documents, reports, etc. There

appears to be disagreement as to the enforceability of schedules and deadlines not incorporated into the FFA (the Army has always assumed that deadlines and schedules relating to RI/FS and remedial actions in documents approved under consultation were enforceable under the model enforceability provision even though not incorporated into the FFA). There appears to be disagreement in regard to how much of the detail of documents, reports, etc., is enforceable, particularly in regard to stipulated penalties.

**SUGGESTED COMPROMISE:** Change Subpart 2.3 to read--"Agreement" shall refer to this Federal Facility Agreement, including its eight (8) Attachments. Attachments 3, 4, and 5 may be amended from time to time in accordance with Subpart 33.5. Although the reports, documents, plans, specifications, and schedules identified as deliverables in Attachment 2 are not, after completion of consultation in accordance with Part 17, Consultation, incorporated into this Agreement, this lack of incorporation does not affect or preclude the ability of the other Parties to enforce the obligations of the Army delineated by those reports, documents, plans, specifications, and schedules, under Parts 21, Enforceability, and 22, Stipulated Penalties, as appropriate." Change Subpart 33.5 by adding at its end--"No revision or other change to an Attachment under this subpart shall change the substantive provisions of the Agreement without amendment of the Agreement in accordance with Subpart 33.1." Delete Subpart 34.10.

2. Item d:

**ARMY COMMENTS:** The non-model language in Subpart 8.4 should be deleted. It is overbroad and extends beyond removals to include "cleanup" of released hazardous substances, "such actions" regarding a threat of release, "such actions" regarding monitoring, etc., a release or threat of release, and "such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment....". The last item, taken literally, is a general reservation of any and all authority regardless of the FFA. The Army has no objection to the State reserving any rights it may have in regard to removal actions. This provision goes far beyond that.

**EPA COMMENTS:** The questioned provision was included at the State's request to protect whatever rights it had in the area of removals.

**NYSDEC COMMENTS:** The questioned provision is taken from the definition of "removal" in CERCLA. Its purpose is to retain the State's removal authority under CERCLA.

**ANALYSIS:** All parties apparently agree that the State should be



able to have language reserving whatever removal authority it may have under CERCLA. There is disagreement as to what language would constitute such a reservation.

**SUGGESTED COMPROMISE:** Change Subpart 8.4 by deleting everything after "\$9604," and inserting in its place--"or any authority NYSDEC may have with respect to removal actions." The language is taken from the Plattsburgh AFB FFA.

### 3. Item e:

**ARMY COMMENT:** Subpart 12.5 incorporates reports, documents, etc., regarding the remedial action into the FFA. Army concerns are noted in discussion of Items a and c (paragraph 1), above. Additionally, Part 12 relates to the ROD and proposed remedial action plans. Subpart 12.5 deals with matters relating to consultation. The model language consultation clause quite specifically does not incorporate the resulting documents into the FFA. It provides a means for changing them, Subpart 17.10. It has always been the understanding of the Army that incorporating things into the FFA does not make them "more" or "less" enforceable. The only impact is to make more requirements, i.e., the details, enforceable, rather than the schedules, deadlines, etc. mentioned in CERCLA. Such a regime, whether desirable or not from the point of view of a particular facility, is not what has been provided in the model language as blessed by DOJ.

**EPA COMMENT:** See EPA comments on Items a and c, above.

**NYSDEC COMMENT:** Not addressed.

**ANALYSIS:** See discussion of Items a and c, above.

**SUGGESTED COMPROMISE:** None.

### 4. Item h:

**ARMY COMMENT:** The provision for EPA and NYSDEC extensions is an addition to model language not in consonance with the original model language regime. Specifically, the model language was intended to allow the military services to exercise their authority to conduct remedial programs with limited supervision by EPA (and later the states). The risk of failure was thereby assigned to the military services. It was assumed that the regulators would respond on time or be foreclosed. This may be an unfortunate situation from the standpoint of EPA, but it is the deal they cut with DOD. Since the State is being reimbursed by DOD for its efforts, there should be no need for extensions. Additionally, the primary purpose of the Extensions language is



to qualify Stipulated Penalties. The extensions provision has limited purpose except in regard to the Army having to meet its schedules, etc., or face penalties. Since EPA and the State are not subject to stipulated penalties, the extension provisions have limited usefulness to them.

EPA COMMENT: This provision, although a change to model language, was the result of other concessions by EPA to the Army. Those concessions would also have to be reviewed if this provision is changed.

NYSDEC COMMENT: Not addressed.

ANALYSIS: Both the Army and EPA agree that the change is an unauthorized change to the model language. They disagree whether it is desirable or can be retained.

SUGGESTED COMPROMISE: Delete Subpart 18.9. Redraft Part 18 to apply equally to extension requests by all Parties. The same restrictions would then apply equally.

5. Item j:

ARMY COMMENT: The deletion of Subpart 19.12 is necessary for two reasons:

(1) The provision is in a model language clause but is not model language. In fact, it is a reservation of rights and should, if placed anywhere, be placed in that part.

(2) Although the reservation of rights regarding the judicial review of the remedy selection is substantively unobjectionable and has often been included in other FFAs, the second provision goes beyond that. The second provision is a general reference to a "matter" without restriction. To sign up to a lengthy provision concerning dispute resolution and then cap it off with a reservation of rights, the preceding provisions "notwithstanding", which allows NYSDEC to "resolve" the matter seems to be a clear conflict. Possibly NYSDEC had some more limited goal in mind than the literal language presented. Nevertheless, the language as written essentially provides that NYSDEC can, in any matter and at any time, without regard to the FFA, take action. (Admittedly it is rather unclear what action the State is contemplating with this provision.) The Plattsburgh FFA essentially contains only the judicial review of remedy selection, not the second openended provision.

EPA COMMENT: The provision doesn't directly affect EPA but it is essentially included in the Plattsburgh FFA and Griffiss FFA.

NYSDEC COMMENT: This provision is necessary for the State to be able to protect its citizens and is an aspect of the State's sovereignty. The EPA Administrator is a federal agent, not a

state agent. The State cannot be expected to rely on his discretion in dispute resolution in carrying out the State's duties. Similar language appears in the Griffiss and Plattsburgh FFAs.

**ANALYSIS:** All Parties appear to agree that a provision relating to the State reserving any rights it has to judicial review of the Administrator's remedy selection is acceptable. The Army and the State disagree upon the second and broader provision.

**SUGGESTED COMPROMISE:** Delete the current Subpart 19.12 and replace it with language similar to the Plattsburgh AFB FFA, Subpart J, to wit: "The provisions of this Part notwithstanding, the State reserves all of the rights it may have to obtain judicial review of any remedy selected by the Administrator, and all rights reserved pursuant to Part 29, Covenant Not to Sue and Reservation of Rights."

6. Item m:

**ARMY COMMENT:** It is the Army's understanding that this subpart was meant only to cover on-Depot property access. Otherwise, there is a significant and confusing overlap between it and Subpart 23.4.

**EPA COMMENT:** The provision is indeed intended to cover off-Depot access. That is a responsibility of the Army, not EPA.

**NYSDEC:** Not addressed.

**ANALYSIS:** The Army and EPA disagree on the purpose of the Subpart.

**SUGGESTED COMPROMISE:** None.

7. Item p:

**ARMY COMMENT:** Subpart 27.3 provides for incorporation of additional documents into the FFA. See comments above.

**EPA COMMENT:** RODs set forth the remedy, not a modification to the FFA directly. This provision provides for changing a ROD as a result of a five year review. It ensures that the changes will be as enforceable as the original ROD.

**NYSDEC COMMENT:** Not addressed.

**ANALYSIS:** Apparently the Army and EPA are in agreement on the result but not how to get there. It is agreed that any changes in a ROD due to the five year review would be as enforceable

under the FFA as the original ROD. The Army opposes incorporation of documents; EPA favors it.

**SUGGESTED COMPROMISE:** Change the language of the subpart to read as follows: "Any change to a ROD as a result of a five year review under this Part shall be as much a requirement for the Army as if the change were part of the original ROD."

8. Item q:

**ARMY COMMENT:** The change to the reservation of rights Subpart 29.1 would return it to the "model" language insisted upon by EPA in FFAs elsewhere. The provision, of course, is not actually DOD/EPA model language. It was originally inserted, at the demand of HQEPA, and over the strenuous objections of the Army, into the Sacramento Army Depot FFA, the second FFA signed after TCAAP. Although the Army suggested changes, both at that time and during negotiation of later agreements, EPA has refused to make any such changes. The provision is badly drafted, confusing, and generally detrimental to the DOD/EPA model language regime. Nevertheless, the Army has been forced to live with it in dozens of agreements. It is unacceptable for the EPA to now demand that it be changed to the further detriment of the Army. The EPA has refused to even consider proposed Army changes which were admittedly improvements. The reason given was that the provision was too sensitive to change. Fine. No changes.

**EPA COMMENT:** The EPA cannot have its remedies limited by having to have "additional information not previously available" as well as either one of the first two predicates. Any one of the three listed predicates should be sufficient to allow EPA to take necessary action. The EPA cannot be limited by information available in some repository unknown to EPA.

**NYSDEC COMMENT:** Not addressed.

**ANALYSIS:** The Army and EPA are completely divergent in view as to the required language.

**SUGGESTED COMPROMISE:** None

9. Item r:

**ARMY COMMENT:** The inclusion of a condition that the State exhaust dispute resolution is essential. Without such a provision, there is no consideration on the State's part and the FFA is essentially illusory. The State must provide something that makes this a covenant not to sue as well as a reservation of rights. Exhausting dispute resolution is about as minimal as we can get. It is also contained in the Plattsburgh AFB FFA.

Without this change, Subparts 29.3 (c), (d), and (e), at the very least, would have to be deleted.

EPA COMMENT: Not addressed.

NYSDEC: See comment to Item j (paragraph 5), above. The State's sovereignty and its duty to protect its citizens cannot be compromised.

ANALYSIS: None.

SUGGESTED COMPROMISE: None.

10. Item t:

ARMY COMMENT: See comment to Item q (paragraph 8), above. In addition, it must be pointed out that, as a matter of law, there is no issue of state sovereignty in this area. The State of New York, like all states, is bound by the United States Constitution. The current constitutional law of the United States provides that states have no authority (other than that otherwise provided in the Constitution) over the agencies and instrumentalities of the United States, except to the extent that Congress grants them that authority. The authority of the State of New York over Seneca Army Depot has nothing to do with the State's sovereignty. The authority is a direct result of a grant by Congress. And the authority can extend no further than granted. We are not asking the State to surrender any sovereignty because sovereignty is not at issue. Nor are we asking the State to surrender any authority granted by Congress. What we are asking the State is to enter into a system for remediating the Depot, a system which attempts to clarify an admittedly murky law--CERCLA. If each Party to the negotiations refuses to give anything, the only result will be each of us sitting alone contemplating the correctness of our own legal interpretations of CERCLA, none of which have been significantly tested in court.

EPA COMMENT: Not addressed.

NYSDEC COMMENT: It is unclear what is intended by the proposed change. In any case, if the implementation of the FFA is no longer adequately protective of the people of the State of New York, then the State must be entitled to act without regard to the reason therefor, certainly without regard to preconditions regarding new information.

ANALYSIS: None.

SUGGESTED COMPROMISE: None

I look forward to discussing these matters with you on  
Monday, March 9, 1992.

Sincerely,

A handwritten signature in cursive script, appearing to read "Philip Sheuerman".

Philip Sheuerman  
Attorney-Advisor  
General Law Division



DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001

March 8, 1992



REPLY TO  
ATTENTION OF

Office of Command Counsel

Mr. James Doyle  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region II  
26 Federal Plaza  
New York, New York 10278

Mr. James Eckl  
Office of Counsel  
New York State Department  
of Environmental Conservation  
50 Wolf Road  
Albany, New York 12233

Dear Sirs:

This letter is to supplement the March 6, 1992, letter I sent to you. Due to time constraints and the subject matter of that letter, I was unable to address various issues there. I will use this letter to achieve that end.

As I explained to Mr. Doyle in our February 28, 1992, telephone conversation, the Army is eager to expeditiously complete action on the Seneca Army Depot (SEAD) federal facility agreement (FFA). It is the last pending FFA for the Army. In fact, as I advised Mr. Doyle, if it were the last FFA the Army would ever have to deal with, we might well have signed it more or less as drafted. It is the prospect of numerous future FFAs which, largely but not entirely, requires the changes the Army has noted in our correspondence. Obviously, we would like the SEAD FFA to be as workable and as legally and technically well drafted as possible. But it is the impact upon the Army's national program for National Priority List (NPL) sites that is of particular concern in many of the comments provided in our letters.

The Army, under the Department of Defense, manages a nationwide program for remediating contamination at Army installations. There have been indications from the regulatory community that the current three dozen or so Army installations

currently on the NPL will be joined by a much larger number in the next few years. Each of those installations will need an FFA. Only by maintaining a degree of uniformity in FFAs will it be possible for that many agreements to be negotiated in a reasonable amount of time. Neither the Army, nor the EPA, nor any state, nor the citizenry can afford the time and resources to continue to negotiate each FFA as a custom made unique document. Only by the use of uniform language, as successfully applied in past agreements, can we all hope to achieve the goal of an expeditious and effective partnership between the environmental regulators and the Army in implementing the national policy of remediation. It is this concern which is behind many of the changes noted in my past correspondence. In some cases, the changes may well have no substantive effect on the remediation program at SEAD. Nevertheless, returning to model language, although it may have no immediate impact at SEAD, will certainly aid both the Army and the environmental regulatory community in the long run in achieving rapid and effective remediation of contamination at Army posts. We seek the assistance of the states as well as EPA in that goal.

From my November 15, 1991, letter, in regard to Item u, dealing with Subpart 30.2(b), Item y, dealing with Subpart 34.6, and Item s, dealing with reimbursement, the Army recedes from its proposed changes. Additionally, in regard to the comments of both EPA and the State concerning the Army's proposed deletion of Part 25, Permits (my November 15, 1991, comment o), I believe this is a matter which can be resolved to the satisfaction of all parties after reasonable discussion.

Lastly, I wish to raise a new subject but one which I believe we can resolve without great difficulty. That is the subject of possible base closure. I wish to emphasize that there is no current plan or action to close SEAD. The concern I have would apply to any Army installation. As you know, there has been great demand to quickly transfer closed military installations to non-military uses in order to allow them to productively support their local communities. This is a goal of the Administration through the Department of Defense, of the Congress, and of local communities. In some instances, we have found that closed installations listed on the NPL and having an FFA were unable to quickly make such transitions. Part of the reason was that the FFA defined the NPL Site as including the entire installation rather than just the portion that was actually contaminated. I note that the SEAD draft FFA, Subpart 2.18, also defines the Site as including all of the Depot. The Site Description, Part 5, is more helpful by allowing the Site to change with the acquisition of additional information. I suggest that language be added to the definition to make it more in consonance with Subpart 5. Specifically, I suggest the following sentence be added to the end of Subpart 2.18: "The Site may change in size, either by expanding or contracting (including

elimination of parts of the Depot), in accordance with Part 5."

As I have stated, the Army desires to complete action on this FFA as soon as possible. We strongly desire a three party agreement if one can be had without any of the parties having to surrender their fundamental policies. I am confident that with candid discussion, as I have attempted to provide both here and in my March 6, 1992, letter, we can quickly resolve any differences we currently have and achieve agreement on an FFA we can each recommend to our agencies for signature.

I look forward to discussing these matters with you on Monday, March 9, 1992. However, I realize that I have provided both of you with a substantial amount of material to review with very limited time to do so before our scheduled conference call. If it would be helpful to you, I am certainly willing to defer our call to Tuesday or Wednesday to allow you more time to digest these pieces of correspondence. Please feel free to contact me at your convenience at 703-274-8003.

Sincerely,



Philip Sheuerman  
Attorney-Advisor  
General Law Division



New York State Department of Environmental Conservation  
50 Wolf Road, Albany, New York 12233



Thomas C. Jorling  
Commissioner

92 FEB 21 AM 11:53  
FEDERAL FACILITIES

U.S. EPA

February 13, 1992

Department of the Army  
Headquarters, U. S. Army Materiel Command  
Office of Command Counsel, General Law Division  
Att'n: P. Sheuerman, Esq.  
5001 Eisenhower Avenue  
Alexandria VA 22333-0001

Dear Mr. Sheuerman,

Re: Seneca Army Depot interagency agreement

This is in response to your letter of November 15, 1991, to myself and my colleague James F. Doyle, Esq., of the United States Environmental Protection Agency Region II.

I was greatly disappointed by your said letter: to demand so many radical revisions to the language which the State carefully negotiated and renegotiated over the course of a year-and-a-half with the Post Judge Advocate, who we understood to be the Army's representative in this matter, is distressing; and to do so at this late date, in the form of an ultimatum, is doubly so.

Despite the belatedness of raising them, among the twenty-nine revisions you require, some are acceptable as stated, and others, while not acceptable precisely as stated, are acceptable in principle and doubtless can be expressed in mutually agreeable language; but still others are unacceptable in principle. The purpose of this letter is to define this last category, since if you are really insistent on revisions which we reject, there is no point in continuing this correspondence.

There are eight revisions demanded by your letter which the State finds unacceptable in principle. They touch on three issues, namely, changes "a" and "z" deal with the issue of the "agreement" as including attachments, change "o" deals with the issue of the permitting of activities to be conducted under the "agreement", and changes "d", "j", "r", "s" and "t" all deal with various aspects of the issue of the State's reservation of certain rights notwithstanding the "agreement".

Those changes and our responses thereto are as follow.

\* \* \* \* \*

Your change "a" is,

Subsection 2.3, definition of "Agreement" should read "shall refer to this Federal Facility Agreement". The Plattsburgh FFA

does not incorporate all attachments.

The result is that § 2.3 would be revised so as to read,

~~"Agreement" shall refer to this document and shall include all Attachments to this document. All such Attachments shall be appended to and made an integral and enforceable part of this document~~ Federal Facility Agreement.

Your change "z" is,

Subsection 34.10 should be deleted. Allowing the documents to be incorporated as Attachments allows indirect amendment of the FFA without increasing the enforceability of the documents.

The result is that § 34.10 would be omitted in its entirety.

The State's response to your changes "a" and "z" is that the basic document does not actually contain the details of the Army's obligations: the basic document establishes a process for defining the details of the Army's obligations, which are then memorialized in the respective attachments. Without the the attachments being made a part of and enforceable as the "agreement", the State's right to enforce the "agreement" is largely illusory. Every one of these agreements is unique and stands by itself. The fact that the respective negotiators of the Plattsburgh Air Force Base interagency agreement placed less emphasis on this concept, does not bind the State to adopt that approach in every case.

\* \* \* \* \*

Your change "o" is,

Section 25, Permits, should be deleted.

The result is that §§ 25.1 through 25.10, inclusive, would be omitted in their entirety.

The State's response to your change "o" is that there are several reasons why this article is indispensable. To begin with, because CERCLA § 121(e)(1) exists, if there is any controversy over its applicability, it is necessary to identify and resolve that controversy as soon as possible in the process. In the circumstance that the Army is relieved of a duty to obtain some State permit by operation of CERCLA § 121(e)(1), we require some reasonable assurances that the activity will be conducted in a manner comparable to that which would be mandated pursuant to a permit. Alternatively, in the circumstance that the Army is not relieved of the duty to obtain some State permit, despite CERCLA § 121(e)(1) (e.g., offsite hazardous waste management, with respect to which the Army is unambiguously made subject to State permitting jurisdiction by SWDA § 6001) we require the Army's straightforward concession of its obligation to comply. I cannot conceive of why

the Army should demand the deletion of a series of provisions that do no more than summarize its rights and duties under federal law.

\* \* \* \* \*

Your change "d" is,

Subsection 8.4, Statutory Compliance / RCRA-CERCLA Integration, should have everything after the citation "42 U.S.C. § 9604" deleted. The deleted portion is not DOD / EPA model language.

The result is that § 8.4 would be revised so as to read,

Nothing in this Agreement shall alter the authority of either EPA or the Army with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, ~~or any authority NYSDEC may have with respect to (a) the cleanup or removal of released hazardous substances from the environment, (b) such actions as may be necessary to be taken in the event of the threat of release of hazardous substances into the environment, (c) such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of hazardous substances, the disposal of removed material, or (d) such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release.~~

The State's response to your change "d" is that this recitation as to the State's authority is adapted from the definition of "removal" at CERCLA § 101(23), without the enumeration of examples, and the essence of the language to which you object is that the State does not surrender its authority to conduct a removal action in a proper case. The State's authority to conduct a removal action in connection with a federal agency facility is effectively conceded by the CERCLA § 120(a)(1) waiver of immunity with respect to response cost liability: if a State could not conduct a removal action, the provision for cost recovery would be meaningless, so, the fact that there is a provision for cost recovery indicates that a State must be entitled to conduct a removal action. I feel constrained to point out that the Plattsburgh Air Force Base interagency agreement contains substantially identical language with respect to the State's authority. I have previously expressed the position that the State is not bound here to follow a concession it previously made in the Plattsburgh Air Force Base interagency agreement, and likewise I concede that the Army is not bound here to follow a concession previously made by the Air Force: however, you cannot be heard to complain that the language is unprecedented, since the Department of Defense has accepted substantially the same language not once but twice, see Plattsburgh Air Force Base interagency agreement § VIII.D and Griffiss Air Force Base interagency agreement § VIII.D.

. . . . .  
Your change "j" is,

Subsection 19.12 should be deleted. Not DOD / EPA model language.

The result is that § 19.12 would be omitted in its entirety.

The State's response to your change "j" is that, while we recognize that, from your perspective, we and the Environmental Protection Agency alike are regulators, it is necessary that you recognize that we and that Agency, although allies in a sense, are not equal partners and most particularly are not in comparable positions with respect to the dispute resolution procedure. The ultimate arbiter in that procedure is, the Environmental Protection Agency Administrator, see § 19.6. To demand the deletion of this provision is to demand that this State cease to be an independent sovereign. We are simply not prepared to abandon our duty to provide for the protection of our citizens and their environment, and to entrust that mission to the benevolence of the Administrator when the same President appoints both the Administrator and the Secretary of the Army. As before, it is noted that you cannot be heard to complain that the language is unprecedented, since the Department of Defense has accepted virtually identical language, see Griffiss Air Force Base interagency agreement § XIII.J, and similar language, see Plattsburgh Air Force Base interagency agreement § XII.J.

. . . . .  
Your change "r" is,

Subsection 29.3 should have "and after exhausting dispute resolution procedures under this Agreement" inserted between "Agreement" and "NYSDEC". Without this addition, this is only a reservation of rights and not also a covenant not to sue.

Your change "s" is,

Subsection 29.3(a) should be deleted. It is covered in the DSMOA.

Your change "t" is,

Subsection 29.3(f) should have conditions (2) and (3) at its end connected by "and", not "or".

The result is that § 29.3 would be revised so as to read,

In addition to those rights specifically reserved elsewhere in this Agreement, and after exhausting dispute resolution procedures under this Agreement, NYSDEC reserves the rights of the State of New York: ~~(a) Pursuant to CERCLA § 107, to seek~~

~~/ obtain reimbursement from the Army of response costs not reimbursed pursuant to this Agreement;~~ (b) Pursuant to CERCLA § 121, to seek / obtain judicial review of any remedy selected by the EPA Administrator; (c) Pursuant to and to the extent authorized by CERCLA to seek / obtain compliance by the Army with State law at the Site; (d) Pursuant to and to the extent authorized by other federal law, to seek / obtain compliance by the Army with State law at the Site with respect to matters not specifically covered by this Agreement; (e) To procure enforcement of this Agreement, and to seek penalties or other appropriate relief against the Army in the event that the Army shall fail to comply herewith; (f) To pursue any administrative, legal or equitable remedies it may have to require additional response actions by the Army in the event that (1) conditions previously unknown or undetected by NYSDEC arise or are discovered at the Site, or (2) NYSDEC receives additional information not previously available concerning the premise which they employed in reaching this Agreement, ~~or~~ and (3) NYSDEC determines that the implementation of the requirements of this Agreement is no longer protective of public health, welfare, or the environment, which determination shall not be subject to the procedures of Part 19 (Dispute Resolution), any other provision of this Agreement to the contrary notwithstanding.

The State's response to your change "r" is stated in our response to your change "j" supra.

The State's response to your change "s" is that a recitation of our cost recovery rights is indispensable despite the existence of the DSMOA executed by the Department of Defense on June 6, 1991. The DSMOA simply does not fully provide for the reimbursement of all of the State's expenses in connection with the subject site. According to its terms, the DSMOA has no applicability, either to expenses incurred prior to October 17, 1986, or to expenses incurred at areas of the site outside Seneca Army Depot, or to expenses incurred in connection with Army activities funded from sources other than Environmental Restoration, Defense appropriations; nor does it provide for the reimbursement of expenses in excess of the greater of, 1% of post- October 17, 1986, Environmental Restoration, Defense appropriations costs, or, \$50,000; see Department of Defense and State Memorandum Of Agreement §§ I.A.1., I.E. The State absolutely refuses to surrender its cost recovery rights by this "agreement" in return for reimbursement under the DSMOA, when the DSMOA does not even purport to provide for reimbursement thereunder of all of the State's expenses. To the extent that you may be concerned that the State will seek reimbursement of the same expense twice, both under the DSMOA and then again pursuant to CERCLA § 107(a), I submit that you are adequately protected by CERCLA § 114(b).

The State's response to your change "t" is that it simply is not clear what is intended. As it presently reads, it is clear that the State may pursue any remedies, etc., in any of three

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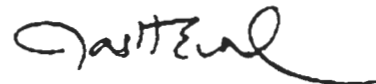
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\* \* \* \* \*

In conclusion, while the State desires to be a party to this interagency agreement, there are limits to the concessions we are prepared to make in order to be a party. Please refer to the last paragraph of my letter of June 20, 1990, to Miriam Martinez, who at that time was the Environmental Protection Agency project manager. It is noted that the State need not be a party to an interagency agreement with a federal government agency in order for that agency to be liable to the State for response costs and natural resource damages associated with an agency facility: that liability exists and is enforceable by the State independent of any agreement, see CERCLA § 120(a)(1). It is further noted the State need not be a party to an interagency agreement with a federal government agency in order to be entitled to insist on the participation provided for by CERCLA §§ 120(f), 121(f). I am greatly disappointed to perceive that it is the Army's present intention to renege on the understanding which was arrived at so long ago; but if that is truly the Army's position with respect to the State, we will be grateful to be told so unambiguously.

Finally, it is to be understood that, if we are denied the opportunity to be a party to this interagency agreement at this time because of our decision to decline to accede to your demands, such decision is without prejudice to our ability to assert the State's rights as a nonparty at any subsequent time under CERCLA §§ 120(f), 121(f), or otherwise.

Cordially,



James H. Eckl  
Associate Attorney

cc: J. F. Doyle, D. K. Ettman

JE/je/c  
1-SAD--F.jet



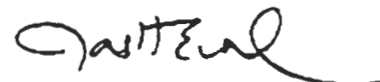
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James H. Eckl  
Associate Attorney

cc: J. F. Doyle, D. K. Ettman

JE/je/c  
1-SAD--F.jet





DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001

Steve  
SMA



REPLY TO  
ATTENTION OF

March 19, 1992

Jim M  
BANDY

Office of Command Counsel

Mr. James Doyle  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region II  
26 Federal Plaza  
New York, New York 10278

Dear Mr. Doyle:

This is in response to your letter of March 19, 1992, regarding our recent discussions on the draft federal facility agreement (FFA) for Seneca Army Depot (SEAD).

Referring to your numbered paragraphs, the Army agrees to paragraph 2, amendment of Subpart 8.4, and paragraph 6, amendment of Subpart 23.3. Additionally, we agree to paragraph 4, amendment of Subpart 18.9, with the understanding that the reference in the proposed amendment to "Subpart 18" should be to "Subpart 18.1". We also agree to paragraph 7, amendment of Subpart 27.3, with the understanding that the word "additional" be added after the word "Any". This last change will conform the terminology to that used in Subpart 27.2.

In regard to paragraph 1, amendment of Subparts 2.3, 33.5, and 34.10, we agree in concept but are not entirely comfortable with the exact language. (I assume the word "alter" was intended to follow the word "shall" in each of the two proposed amendments.) The reference to "process set forth ... addressing hazardous substances" seems somewhat ambiguous and might even be interpreted as including the Attachments, which is exactly the opposite of what we intend with this change. I assume from your proposal that my original proposal of March 6 is not acceptable to your agency. I suggest the following addition to Subpart 33.5 as a compromise: "Any revision or other change to an Attachment in accordance with this Subpart shall only deal with the subject matter of that Attachment and shall not amend other parts of the Agreement." I suggest the following addition to Subpart 34.10 as a compromise: "Any such deliverable in Attachment 2 shall only deal with the subject matter of that Attachment and shall not amend other parts of the Agreement." These two provisions should accomplish your goal of incorporating items into the FFA without causing the Army concern that such incorporation would result in substantive change to other unrelated provisions of the FFA.

In regard to paragraph 9, the Army agrees to the proposed change to Subpart 19.12. It was my understanding that the change to be made to Subpart 29.3 would essentially mirror the language of the Plattsburgh FFA in regard to the State's reservation of rights (with one or two possible additions). Your proposed language is very significantly different from the language in my copy of the Plattsburgh FFA. This requires further discussion.

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From the above comments, I am not certain that we need to hold a conference call tomorrow, March 20th. The matters requiring further discussion can probably be taken care of at our meeting on Monday, March 23, 1992. I will leave the matter to your discretion. I will continue to be available for our planned conference call at 10:00 a.m. tomorrow.

Sincerely,



Philip Sheuerman  
Attorney-Advisor  
General Law Division

cf: Mr. James Eckl, NYSDEC  
HQDA (DAJA-ELC) (Mr. Nixon)  
AMSDS-CC (Mr. Hill)  
SDSSE-PL (CPT Ettman)



DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001



REPLY TO  
ATTENTION OF

AMCCC-G

17 March 1992

MEMORANDUM FOR Commander, Seneca Army Depot, ATTN: SDSSE-PL,  
Romulus, New York 14541-5001

SUBJECT: Federal Facility Agreement (FFA) Negotiations with the  
United States Environmental Protection Agency (USEPA) and the New  
York State Department of Environmental Conservation  
(NYSDEC)/Status

1. This memorandum is to apprise you of the status of discussions between this Headquarters and USEPA, Region II, and NYSDEC regarding the draft FFA for Seneca Army Depot (SEAD). You have already received copies of our correspondence dated 6 and 8 March 1992. On 9 March and 16 March, I participated in a conference call with Messrs. Doyle and Eckl, as well as other representatives of USEPA and NYSDEC. The subjects discussed were those noted in my letters of 6 and 8 March 1992.

2. Several items of concern were resolved to the satisfaction of the parties. Several items were deferred to allow USEPA and NYSDEC to confer with their respective policy makers. The results of the discussions to date will be incorporated into a letter to be sent out by USEPA on 18 or 19 March 1992. SEAD will be provided a copy. A meeting is scheduled for 23 March 1992 at USEPA, Region II, to resolve any remaining issues, particularly those listed in my 15 November 1991 letter not yet discussed. The Army will be represented by the undersigned. Upon completion of discussions, unless there are issues requiring elevation, USEPA will provide a new draft FFA for review and signing. If there are issues remaining which require elevation, they will be resolved at HQDA, HQEPA, and HQ NYSDEC, after which USEPA will provide a new draft FFA for review and signing.

3. None of the issues currently under discussion affect the technical aspects of the remedial action at SEAD. The issues are essentially legal in nature. All parties hope for a speedy conclusion to negotiations to ensure SEAD receives the appropriate funding priority.

4. I will keep you apprised of any developments in this matter. POC is the undersigned at DSN 284-8003.

PHILIP SHEUERMAN  
Attorney-Advisor  
General Law Division

cf: AMSDS-CC

Jim Mi  
infoREPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
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AMCCC-G

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DEPARTMENT OF THE ARMY  
 HEADQUARTERS, U.S. ARMY MATERIEL COMMAND  
 5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333 - 0001



REPLY TO  
 ATTENTION OF

March 19, 1992

*Gary*  
*Katus*  
*Sara*  
*Shirley*  
*06 APR REC'D*  
*Handy*  
*IP*  
*More progress!*  
*Sara*

Office of Command Counsel

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 U.S. Environmental Protection Agency  
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Sincerely,

A handwritten signature in cursive script, appearing to read "Philip Sheuerman".

Philip Sheuerman  
Attorney-Advisor  
General Law Division

cf: Mr. James Eckl, NYSDEC  
HQDA (DAJA-ELC) (Mr. Nixon)  
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REPLY TO  
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DEPARTMENT OF THE ARMY  
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AMCCC-G

17 March 1992

MEMORANDUM FOR Commander, Seneca Army Depot, ATTN: SDSSE-PL,  
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PHILIP SHEURMAN  
Attorney-Advisor  
General Law Division

cf: AMSDS-CC

DRAFT INDEX FOR  
THE  
ASH LANDFILL ADMINISTRATIVE  
RECORD FILE

PREPARED BY the Engineering and Environmental Management Division of the Seneca Army Depot (SEAD), Directorate of Engineering and Housing (DEH), in coordination with the Installation Public Affairs and Legal Staffs.

The Administrative Record File for the Ash Landfill Operable Unit and the associated Draft Index to the Administrative Record File has been developed in accordance with the public participation requirements of Sections 113 and 117 of the Comprehensive Environmental Response Compensation and Liability Act CERCLA, 42 U.S.C. §§9613 and 9617; Subpart I of the National Contingency Plan (NCP), 40 CFR 300.8; Final Guidance on Administrative Records for selecting CERCLA Response Actions, OSWER Directive #9833.3A-1; the Inter Agency Agreement (IAG) for Seneca Army Depot; and Army Regulation 200-1, Section 9-11.



## ORGANIZATION OF THE INDEX

This index has been developed to assist both the lead agency and members of the public in locating and retrieving documents included in the Administrative Record File. This index also serves as an overview of the history of the response action at the site. The index is organized by subject according to the below listed categories:

### Categories

ASH-01	Factual Information
ASH-02	Policy and Guidance
ASH-03	Public Participation
ASH-04	Other Party Information
ASH-05	Decision Documents
ASH-06	Other Information

NOTE: Guidance Documents listed in a Bibliography to a document included in the Administrative Record File may not be listed in the Administrative Record File Index.

NOTE: Information relevant to more than one response decision may be placed in the record file for an initial response and incorporated by reference in the indexes of subsequent record files. For these cases, the document will not be physically included in both files.

NOTE: \* Indicates that the document is maintained in the confidential portion of the Ash Landfill Record File located in Building 123, Seneca Army Depot, Romulus, New York 14541-5001.

SHORT INDEX

DOCUMENT NUMBER	DOCUMENT NAME
ASH-01-001	Seneca Army Depot Burning Pit/Landfill Site Investigation Final Report (Draft)
ASH-01-002	Final Workplan Remedial Investigation/ Feasibility Study Ash Landfill Area, Seneca Army Depot
ASH-02-001	Sampling Guidelines and Protocols; Technological Background and Quality Control/ Quality Assurance for NYSDEC Spill Response Program, March 1991.
ASH-02-002 SEE COMPENDIUM	Guidance for conducting Remedial Investigations and Feasibility Studies Under CERCLA/Interim
ASH-02-003 SEE COMPENDIUM	Data quality objectives for Remedial Response Activities (Volumes 1 & 2).
ASH-02-004	Division technical and administrative guidance memorandum policy regarding alteration of groundwater samples collected for metal analysis.
ASH-03-001	Introductory cover letter addressed to the Supervisor of the Town of Romulus explaining the Administrative Record File (Transmittal Cover Letter).
ASH-03-002 *	Community Relations Plan (CRP) mailing list.
ASH-03-003	Published Notice of Availability of the Administrative Record File for the Ash Landfill Site, Seneca Army Depot.
ASH-03-004 *	List of Recipients receiving a copy of the Notice of Availability of Administrative Record File for the Ash Landfill Site, Seneca Army Depot.
ASH-03-005	Administrative Record Fact Sheet providing an introduction to the Administrative Record File for the public benefit.
ASH-03-006	Public Announcement of Remedial Investigations at the Ash Landfill and Open Burning Grounds Areas (press release).

DOCUMENT NUMBER	DOCUMENT NAME
ASH-03-007 *	Minutes for a meeting on groundwater contamination between SEAD officials and landowners.
ASH-03-008	Information repository fact sheet.
ASH-03-009	Press release announcing the establishment of the Administrative Record file for the Ash Landfill site and the Information Repository.
ASH-03-010 *	Consents for access to privately owned properties.
ASH-03-011 *	Minutes for a meeting on groundwater contamination between SEAD officials and tenants potentially effected by contamination.

DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: FACTUAL INFORMATION (ASH-01)

DOCUMENT NUMBER: ASH-01-001

DOCUMENT TYPE: Report

TITLE: Seneca Army Depot Burning Pit/Landfill Site Investigation  
Final Report (Draft)

LOCATIONS: 1. Romulus Town Hall, 1435 Prospect Street, Willard,  
New York  
2. Seneca Army Depot, Building 123, Romulus, New York  
14541-5001

DOCUMENT DATE: July 1989

AUTHOR: ICF Technology Incorporated

RECIPIENT(S): U.S. Army Toxic and Hazardous Materials Agency  
(USATHAMA)

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

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DOCUMENT NUMBER: ASH-01-002

DOCUMENT TYPE: Plan

TITLE: Final Workplan Remedial Investigation/Feasibility Study Ash  
Landfill Area, Seneca Army Depot

LOCATIONS: 1. Romulus Town Hall, 1435 Prospect Street, Willard,  
New York  
2. Seneca Army Depot, Building 123, Romulus, New York  
14541-5001

DOCUMENT DATE: October 1991

AUTHOR: Hunter Environmental Science and Engineering, Inc. (ESE),  
and amended by Chas. T. Main, Inc., October 1991.

RECIPIENT(S): U.S. Army Corps of Engineers, Huntsville Division

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: POLICY AND GUIDANCE (ASH-02)

DOCUMENT NUMBER: ASH-02-001

DOCUMENT TYPE: Guidance

TITLE: Sampling Guidelines and Protocols; Technological Background  
and Quality Control/Quality Assurance for NYSDEC Spill  
Response Program, March 1991.

LOCATIONS: 1. Romulus Town Hall, 1435 Prospect Street, Willard,  
New York  
2. Seneca Army Depot, Building 123, Romulus, New York

DOCUMENT DATE: March 1991

AUTHOR: NYSDEC

RECIPIENT(S): N/A

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

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DOCUMENT NUMBER: ASH-02-002

DOCUMENT TYPE: Guidance

TITLE: Guidance for Conducting Remedial Investigations and  
Feasibility Studies Under CERCLA/Interim Final

LOCATIONS: Available at the EPA Region II office at:  
26 Federal Plaza, New York, New York 10278  
(Compendium of Guidance Documents)

DOCUMENT DATE: October 1988

AUTHOR: USEPA

RECIPIENT(S): N/A

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: POLICY AND GUIDANCE (ASH-02) (Continued)

DOCUMENT NUMBER: ASH-02-003

DOCUMENT TYPE: Guidance

TITLE: Data Quality Objectives for Remedial Response Activities  
(Volumes 1 & 2)

LOCATIONS: Available at the EPA Region II office at:  
26 Federal Plaza, New York, New York 10278  
(Compendium of Guidance Documents)

DOCUMENT DATE: March 1987

AUTHOR: USEPA

RECIPIENT(S): N/A

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

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DOCUMENT NUMBER: ASH-02-004

DOCUMENT TYPE: Guidance

TITLE: Division Technical and Administrative Guidance Memorandum  
Policy Regarding Alteration of Groundwater Samples  
Collected for Metals Analysis (HWR-88-4015)

LOCATIONS: 1. Romulus Town Hall, 1435 Prospect Street, Willard, New  
York  
2. Seneca Army Depot, BLDG. 123, Romulus, New York  
14541-5001

DOCUMENT DATE: September 30, 1988

AUTHOR: NYSDEC

RECIPIENT(S): N/A

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: PUBLIC PARTICIPATION (ASH-03)

**DOCUMENT NUMBER:** ASH-03-001

**DOCUMENT TYPE:** Correspondence

**TITLE:** Introductory Cover Letter Addressed to the Supervisor of  
the Town of Romulus Explaining the Administrative Record  
File (Transmittal Cover Letter).

**LOCATIONS:** 1. Romulus Town Hall, 1435 Prospect Street, Willard,  
New York  
2. Seneca Army Depot, Building 123, Romulus, New York  
14541-5001

**DOCUMENT DATE:** March 29, 1991

**AUTHOR:** Gary W. Kittell, Seneca Army Depot

**RECIPIENT(S):** Raymond Zajac, Town Supervisor, Town of Romulus

**DATE DOCUMENT INCLUDED IN RECORD FILE:** March 16, 1992

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**DOCUMENT NUMBER:** ASH-03-002

**DOCUMENT TYPE:** Internal Memorandum

**TITLE:** Community Relations Plan Mailing List

**LOCATION:** Seneca Army Depot, Building 123, Romulus, New York  
14541-5001 \*

**DOCUMENT DATE:** March 16, 1992 (revised periodically)

**AUTHOR:** Jerry A. Whitaker, Seneca Army Depot

**RECIPIENT(S):** N/A

**DATE DOCUMENT INCLUDED IN RECORD FILE:** March 16, 1992

DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: PUBLIC PARTICIPATION (ASH-03) (Continued)

DOCUMENT NUMBER: ASH-03-003

DOCUMENT TYPE: Legal Document

TITLE: Published Legal Notice of the Availability of the  
Administrative Record File for the Ash Landfill Site,  
Seneca Army Depot (in The Finger Lake Times)

LOCATIONS: 1. Romulus Town Hall, 1435 Prospect Street, Willard,  
New York  
2. Seneca Army Depot, Building 123, Romulus, New York  
14541-5001

DOCUMENT DATE: March 16, 1992

AUTHOR: Jerry A. Whitaker, Seneca Army Depot

RECIPIENT(S): Various, distribution list

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

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DOCUMENT NUMBER: ASH-03-004

DOCUMENT TYPE: Internal Memorandum

TITLE: List of Recipients Receiving a Copy of the Notice of  
Availability of the Administrative Record File for the Ash  
Landfill Site, Seneca Army Depot.

LOCATION: Seneca Army Depot, Building 123, Romulus, New York  
14541-5001 \*

DOCUMENT DATE: March 16, 1992

AUTHOR: Jerry A. Whitaker, Seneca Army Depot

RECIPIENT(S): N/A

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992



DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: PUBLIC PARTICIPATION (ASH-03) (Continued)

DOCUMENT NUMBER: ASH-03-005

DOCUMENT TYPE: Internal Memorandum

TITLE: Administrative Record Fact Sheet Providing an Introduction  
to the Administrative Record File.

LOCATIONS: 1. Romulus Town Hall, 1435 Prospect Street, Willard,  
New York  
2. Seneca Army Depot, Building 123, Romulus, New York  
14541-5001

DOCUMENT DATE: March 16, 1992

AUTHOR: Jerry A. Whitaker, Seneca Army Depot

RECIPIENT(S): Various, distribution list

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

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DOCUMENT NUMBER: ASH-03-006

DOCUMENT TYPE: Press Release

TITLE: Public Announcement of the Commencement of Remedial  
Investigations at the Ash Landfill and Open Burning Grounds  
Site.

LOCATIONS: 1. Romulus Town Hall, 1435 Prospect Street, Willard,  
New York  
2. Seneca Army Depot, Building 123, Romulus, New York  
14541-5001

DOCUMENT DATE: November 20, 1991

AUTHOR: Jerry A. Whitaker, Seneca Army Depot

RECIPIENT(S): Various, distribution list

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: PUBLIC PARTICIPATION (ASH-03) (Continued)

DOCUMENT NUMBER: ASH-03-007

DOCUMENT TYPE: Correspondence

TITLE: Minutes of Meeting on Groundwater Contamination Between  
Seneca Army Depot Officials and a Landowner Potentially  
Effected by Contaminated Groundwater

LOCATION: Seneca Army Depot, Building 123, Romulus, New York  
14541-5001 \*

DOCUMENT DATE: August 17, 1987

AUTHOR: Seneca Army Depot

RECIPIENT(S): Various

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

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DOCUMENT NUMBER: ASH-03-008

DOCUMENT TYPE: FACT SHEET

TITLE: Information Repository Fact Sheet

LOCATION: 1. Romulus Town Hall, 1435 Prospect Street, Willard, New  
York  
2. Seneca Army Depot, Building 123, Romulus, New York  
14541-5001

DOCUMENT DATE: March 16, 1992

AUTHOR: Jerry A. Whitaker, Seneca Army Depot

RECIPIENT(S): Various, distribution list

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: PUBLIC PARTICIPATION (ASH-03) (Continued)

DOCUMENT NUMBER: ASH-03-009

DOCUMENT TYPE: Press Release

TITLE: Public Announcement of the establishment of the  
Administrative Record File for the Ash Landfill and the  
Information Repository

LOCATION: 1. Romulus Town Hall, 1435 Prospect Street, Willard, New  
York  
2. Seneca Army Depot, Building 123, Romulus, New York  
14541-5001

DOCUMENT DATE: March 16, 1992

AUTHOR: Jerry A. Whitaker, Seneca Army Depot

RECIPIENT(S): Various, distribution list

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

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DOCUMENT NUMBER: ASH-03-010

DOCUMENT TYPE: Report

TITLE: Consent for Access to Privately Owned Properties

LOCATION: Seneca Army Depot, Building 123, Romulus, New York  
14541-5001 \*

DOCUMENT DATE: 23 APRIL 1991

AUTHOR: Gordon Orlow, Corps of Engineers, New York Division

RECIPIENT(S): Gary W. Kittell, Seneca Army Depot

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

DRAFT ADMINISTRATIVE RECORD FILE INDEX FOR THE  
ASH LANDFILL OPERABLE UNIT

SUBCATEGORY: PUBLIC PARTICIPATION (ASH-03) (Continued)

DOCUMENT NUMBER: ASH-03-011

DOCUMENT TYPE: Correspondence

TITLE: Minutes of Meeting on Groundwater Contamination Between  
Seneca Army Depot Officials and Tenants Potentially  
Effected by Contaminated Groundwater

LOCATION: Seneca Army Depot, Building 123, Romulus, New York  
14541-5001 \*

DOCUMENT DATE: August 13, 1987

AUTHOR: Seneca Army Depot

RECIPIENT(S): Various

DATE DOCUMENT INCLUDED IN RECORD FILE: March 16, 1992

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**CATALOG OF DOCUMENTS CONTAINED IN THE  
INFORMATION REPOSITORY  
FOR AREAS OF ENVIRONMENTAL CONCERN  
AT  
SENECA ARMY DEPOT, ROMULUS, NEW YORK**

PREPARED BY the Environmental Management Division of Seneca Army Depot (SEAD), Directorate of Engineering and Housing (DEH), in coordination with the Installation Public Affairs Office (PAO).

## SECTION A

### GENERAL INFORMATION

FILE NAME	DESCRIPTION	DATE FILE WAS INCLUDED
INFO-1	Information Repository Directory	16 MARCH 92
INFO-2	Compilation of Newspaper Articles, Press Releases, and Published Notices (in 3 ring binder)	16 MARCH 92
INFO-3	Compilation of IAG Quarterly Reports (in 3 ring binder)	16 MARCH 92
INFO-4	Copies of the National Contingency Plan (NCP)	16 MARCH 92
INFO-5	Copies of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA)	16 MARCH 92
INFO-6	Information Repository Fact Sheet	16 MARCH 92

## SECTION B

Ash Landfill Administrative Record File.

## SECTION C

Reserved for the Open Burning (OB) Grounds Administrative Record File.

MEMORANDUM FOR RECORD

SUBJECT: Minutes for the Project Manager's Meeting to Discuss Funding for CERCLA Projects at SEAD

1. A meeting of the Project Management from the Environmental Protection Agency (EPA), New York State Department of Environmental Conservation (NYSDEC) and Army was held on 13 Feb 92, at 0930 hours. The AT&T teleconferencing service was employed for this meeting.

2. ON LINE ATTENDANCE:

For the Army - Mr. Gary Kittell, Director of Engineering & Housing, SEAD  
Mr. Randall Battaglia, Army Project Manager, SEAD  
Mr. James Miller, Environmental Specialist, SEAD

For the NYSDEC - Mr. Kamal Gupta, Project Manager, NYSDEC, Albany, NY

For the USEPA - Ms. Carla Struble, Project Manager, USEPA, New York, NY

3. AGENCY:

To discuss the present funding status for ongoing CERCLA projects at SEAD as reflected in the most recent USACE Installation Restoration Program (IRP) Workplan.

4. The Project Management for the Army explained to the USEPA and the State Project Management that the current USACE IRP Workplan (hereafter referred to as workplan), shows critical IRP projects at SEAD at priority levels that fall below the workplan outline for funding. These projects include the continuation of Remedial Investigations/Feasibility Studies (RI/FS's) at the Ash Landfill and Open Burning Grounds sites. These projects have received the workplan priority code letter "V". The letter "V" is the category of projects characterized by the National Priority List (NPL) sites lacking signed IAG's.

5. The Project Management for the Army explained that for SEAD to secure funding for its projects, workplan priority letter of "R" may be requested. A workplan priority "R" represents NPL sites with regulator approved schedules for IAG's signed at the DA level.

6. SEAD Project Management stated that written correspondence had recently been prepared by SEAD at the request of HQ Depot System Command (DESCOM). This correspondence lists the adverse effects that will occur if funding is cut for critical IRP projects at SEAD. These adverse effects include the continuing spread of contamination, loss of public trust, loss of project continuity and loss of project momentum.

SDSSE-HE (200-1a)

SUBJECT: Minutes for the Project Manager's Meeting to Discuss Funding for CERCLA Projects at SEAD

7. The DESCOM point of contact for SEAD, Mr. John Bernacki, will be attending the first quarterly workplan review held on February 20, 1992. Mr. Bernacki will be announcing, at the workplan review meeting, the adverse effects of program interruption at SEAD.

8. SEAD Project Management will present a strong case to DESCOM for changing the workplan priority code for the Ash Landfill site from a "V" code to a "U" code. The "U" code more accurately represents the conditions which exist at the Ash Landfill site. The code "U" is used to characterize sites that have been determined to have confirmed contamination at or in close proximity to the installation boundary, and has a high potential for off-post migration.

9. SEAD agreed to furnish Mr. Gupta and Ms. Struble a copy of an article entitled "Sites Receive Prioritization for Funding Cleanup Work" from The Environmental Update, a monthly paper on environmental issues published by the USACE.

10. The meeting concluded at approximately 1015 hours. No discussion of a time and date for the next formal meeting of the Project Managers was discussed at this time.

*James Miller*

JAMES MILLER  
Environmental Protection Specialist



\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
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TRANSMISSION OK

TX/RX NO.	2694
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CONNECTION ID	EPA-MARTINEZ
START TIME	02/28 14:24
USAGE TIME	01'52
PAGES	4
RESULT	OK





## CHAS. T. MAIN, INC.

PRUDENTIAL CENTER, BOSTON, MASSACHUSETTS 02199 • TELEPHONE 617 262-3200 • TELCA 443003 • FAX 617 898-2575

December 10, 1991  
1345-082-6880

Mr. Kevin Healy  
CEHND-PM-E  
U.S. Army Corps of Engineers  
Huntsville Division  
106 Wynn Drive  
Huntsville, Alabama 35807

**SUBJECT:** Ash Landfill Field Monthly Report

Dear Mr. Healy:

This monthly field report describes the recent activities which have occurred at the Ash Landfill from mid November to early December. It is intended to update you from the last report submitted to you on November 21, 1991.

The following discussion updates the status of the outstanding tasks remaining from last month's report.

1. Monitoring Wells:

All monitoring wells have been installed but have not been developed. Development is expected to be completed prior to Christmas. Sampling is expected to commence during the first week in January.

2. Soil Borings:

The nine (9) borings remaining have been completed.

The locations of these remaining borings was determined, based upon the combination of information collected during the geophysical investigation, the soil gas survey and the previous borings. Upon review of this information, MAIN selected four (4) boring locations to confirm that the anomalies identified by GPR, (i.e. small fill areas), were not contaminated areas.

The soil gas data did not indicate a significant source to be present at the fill areas other than the construction debris landfill. The locations selected for soil borings were:

- 1) Geophysical Line #4; 200 ft, (fill area - small debris)
- 2) Geophysical Line #5; 200 ft, (fill area - small debris)
- 3) Geophysical Line #17; 555 ft, (small fill areas)
- 4) Geophysical Line #17; 650 ft, (fill area - small debris)

**MAIN**  
1893

Mr. Kevin Healy  
December 10, 1991  
Page 2

## CHAS. T. MAIN, INC.

PRUDENTIAL CENTER, BOSTON, MASSACHUSETTS 02109 • TELEPHONE 617 202-3200 • TELEX 4430035 • FAX 617 850-2675

The remaining five (5) borings were located in the area identified by the soil gas program as a likely source area responsible for the VOC impacts to groundwater. This area is at the bend in the dirt road which traverses the Ash Landfill. Soil gas data identified high soil gas concentrations, (i.e. > 10ppm) at seven (7) locations. These five (5) borings were performed within the area defined by the seven (7) soil gas points. Due to the high concentrations of vinyl chloride detected in several of the soil gas samples. All borings were performed in Level B protection. One sample, (SG-70), showed the presence of vinyl chloride at levels approaching 30 ppm. The presence of vinyl chloride was confirmed with Drager Tubes. The borings were positioned to confirm, with soil data, the highest soil gas data and to delineate the extent of impacts. Spacing for the boring were generally 25 feet from the location considered to be the most contaminated. The extent of impacts appear to extend into a potential wetland near the bend in the road. The area of concern has not yet been mapped, however, the approximate dimensions are 50' x 100'.

As required by the workplan, five (5) split samples were collected and shipped to Missouri River Division (MRD) for analyses. In addition, the location near the waste oil tank was split with MRD for TPH only and was included with this sampling sound. Initially, this sample was overlooked and not submitted to MRD. As of this date, all soil borings and soil samples have been collected at the Ash Landfill. MAIN believes the soil data will quantify the nature and extent of the source of VOC contamination at the Ash Landfill.

### 3. Test Pitting

Test pits have not been performed. The number and location of the test pits have not been described in the workplan instead the location of pits will be determined based upon the field data collected to date. The locations requiring test pits appear to be restricted to those locations identified within the construction debris landfill. Test pits at the other anomalies, outside the construction debris landfill, do not appear to be warranted since soil gas and soil borings did not indicate that source material was present. Further, the borings performed at four (4) of these fill areas showed the depth of the fill is approximately 1-2 feet thick and lies above the natural glacial till. It would be physically impossible for a drum to be present without protruding above the fill. No drums were visually apparent at any location. Consequently, since the intent of the test pitting program is to investigate the possibility of drums, it does not seem necessary to test pit at these fill areas.

On the other hand, the construction debris landfill could contain drums, since the depth of the landfill is approximately fifteen (15) feet thick along the western slope. GPR identified anomalies at five (5) locations. In addition, soil gas did indicate the presence of low to moderate levels of VOA's at these five locations. Accordingly, MAIN will excavate these anomalies and if possible, will identify the source of the geophysical anomalies. The nature of the material in the construction debris landfill may not readily lend itself to excavation. Nonetheless, every effort will be expended to identify the source of the GPR anomaly. Should drums be uncovered, the proper SEAD personnel will be notified, otherwise, the test pit will be backfilled with the spoils as approved by EPA. The work will be conducted with Level B protection since vinyl chloride appeared to be present in the soil gas samples collected in this area.



**CHAS. T. MAIN, INC.**

PRUDENTIAL CENTER, BOSTON, MASSACHUSETTS 02109 • TELEPHONE 617 262-3200 • TELEX 4430035 • FAX 617 669-2376

Problems encountered to date have been minor. Of note is the failure of surface water/sediment samples to be sufficiently cooled during shipment to MRD. These samples will be recollected and resubmitted to MRD for analysis.

If you have any questions, please do not hesitate to call me at 617-859-2492.

Yours truly,

**CHAS. T. MAIN, INC.**

Michael Duchesneau  
Project Manager

Response Requested   Yes     x   No  
Date Requested \_\_\_\_\_

MD/cmf/D#7



## CHAS. T. MAIN, INC.

PHOENIX CENTER, BOSTON, MASSACHUSETTS 02199 • TELEPHONE 617 282-3000 • TELEEX 4430035 • FAX 617 569-6575

Mr. Kevin Healy  
 CEHND-PM-E  
 U.S. Army Corps of Engineers  
 Huntsville Division  
 106 Wynn Drive  
 Huntsville, Alabama 35807

**SUBJECT: OB Ground Field Monthly Report**

Dear Mr. Healy:

This monthly field report describes the recent field activities associated with the remedial investigation currently underway at the OB Grounds. The activities are being conducted in compliance with the requirements of the Draft-Final MAIN workplan and the final addendum letter. The following discussion is intended to update you regarding the status of tasks performed since the previous monthly report sent to you on November 21, 1991.

### 1. Monitoring Wells

All overburden and weathered bedrock monitoring wells have been installed. These wells have all been developed, however, most wells still remain somewhat turbid. Recall that the goal of development is to achieve a groundwater sample with a turbidity of less than 50 NTU's. This goal has not been met due to the high silt/clay content of the soils and the underlying weathered bedrock. It appears that the weathered bedrock wells will yield water which is approaching this goal more than the overburden wells. For each well, two (2) 55 gallon drums are filled with development water. In most instances, this is equivalent to approximately 100 well volumes. MAIN believes that further purging will not substantially improve the quality of the water and has decided to eliminate further purging efforts following removal of approximately 110 gallons. As a result, it is likely that filtering will be required for metals analyses.

MAIN has contacted the SEAD wastewater treatment plant regarding the disposal of the development water at the plant. Indications are that the water can be accepted providing the development water does not exceed the NPDES limits. These limits are currently unknown. If possible, MAIN recommends the COE pursue this disposal option as it appears to be the most cost effective disposal option for the development water.

Sampling of all monitoring wells is planned for the first or second week in January.



Mr. Kevin Healy  
December 10, 1991  
Page 2

# CHAS. T. MAIN, INC.

PRUDENTIAL CENTER, BOSTON, MASSACHUSETTS 02109 • TELEPHONE 617 202-3200 • TELEX 4430033 • FAX 617 859-2575

## 2. Soil Borings

The boring program began on December 2, 1991 and consists of three (3) types of soil sampling. These include berm samples, grid borings and burn pad borings. Twelve (12) of the required twenty (20) grid borings have been performed. All thirty-two (32) berm samples have been collected. Berm samples collected from Burn Pads D and E were split with MRD. The pad borings from these pads (D and E) will also be split with MRD. The twenty-two (22) pad borings remain to be performed.

The boring program has been slowed due to the difficulty in rig mobility. The drilling has become mired in the mud on a regular basis and must be pulled out with heavy equipment. Additionally, burning operations and munition demolition activities force MAIN to cease sampling operations until the operation has been finished. Soil sampling operations will likely proceed into January of 1992 due to the two upcoming holiday weeks and the delays mentioned previously.

## 3. Geophysical Investigations

The geophysical investigation at the OB grounds has been complete. The program involved both ferrous and non-ferrous magnetometry followed by GPR. The magnetometry was used to detect possible UXO's which are a safety concern. Access routes were cleared by Human Factors Applications (HFA) using this technique. Following this, GPR was performed by B&B on all the Burn Pads. This was to detect the presence of buried trenches and pits. The preliminary data evaluation indicates that two pits, one approximately 20 feet long, and the other 12 feet long is present at Burn Pad G. A smaller pit, approximately 7 feet wide, was also detected at Burn Pad J.

Test pits will be performed at these three (3) localities to ascertain the nature of the fill in the pits. HFA will perform all test pitting activities since explosive and ordinance material is expected to be present. If possible, soil samples will be collected from the bottom of the pit.

If you have any questions, please feel free to call me at 617-859-2492.

Very truly yours,  
  
CHAS. T. MAIN, INC.

Michael Duchesneau  
Project Manager

Response Requested  Yes  No  
Date Requested \_\_\_\_\_

MD/cmf/D#7

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
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TRANSMISSION OK

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\*\*\* ACTIVITY REPORT \*\*\*  
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\*\*\* ACTIVITY REPORT \*\*\*  
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SENECA ARMY DEPOT

BLDG 123

ROMULUS, N.Y.

14541



DIRECTORATE of ENGINEERING and HOUSING

DATE: 10/29/92 TIME: \_\_\_\_\_ # of PAGES W/ COVER SHT: 16

TO: John Bernacki

FROM: Jim Miller

OFFICE/CO.: DESCOM

SENECA ARMY DEPOT  
FAX# (607) 869-1362  
PHONE# (607) 869-1532

FAX# 217172678264

COMMENTS: For your info, this is the quarterly report which is due the Regulatory Agencies per the IAG. Basically tells what has been going on during the reporting period



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II

JACOB K. JAVITS FEDERAL BUILDING

NEW YORK, NEW YORK 10278

*Jim info / File AS appropriate*

FEB 12 1992

Stephen A. Klatsky  
Assistant Command Counsel for General Law  
General Law Division  
Office of Command Counsel  
Department of the Army Headquarters  
U.S. Army Materiel Command (AMCCC-G)  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Re: Seneca Army Depot Federal Facility Agreement  
Romulus, New York

Dear Mr. Klatsky:

I am writing concerning the proposed Federal Facility Agreement, or Interagency Agreement ("IAG"), for the Seneca Army Depot (the "Depot"). More specifically, I am writing in response to the letter of November 15, 1991, from Philip Sheuerman of your office to James Doyle of my office which sets forth the twenty-nine amendments (hereinafter, the "proposed amendments") which are "required" as preconditions to resubmitting the IAG for consideration by the Army. While the majority of the preconditions which are enumerated are of substantive significance, the juncture in the negotiation of the IAG at which these substantial comments have been raised is equally if not more significant.

As you may know, the negotiation process for the IAG was commenced in February 1990 among the Army, the U.S. Environmental Protection Agency ("EPA"), and the New York State Department of Environmental Conservation ("NYSDEC"), as representative of the State of New York. After numerous three day meetings, an agreement in principle was reached by the negotiating team in July 1990.<sup>1</sup> After two months of review, a representative of the Depot signed the IAG in September of 1990 and transmitted the document up the Army chain of command. In late 1990, EPA and

<sup>1</sup> The negotiating team consisted of two EPA representatives, two to three NYSDEC members, and up to six Army representatives, from both the Depot and off-Depot supervisory offices.

NYSDEC were notified by the Depot that Army Materiel Command<sup>2</sup> had raised some issues of concern with the IAG, and approximately three months later, on February 5, 1991, those concerns were relayed with specificity to EPA and NYSDEC by Captain David Ettman of the Depot. The issues were not significant in number, and another finalized draft of the IAG was agreed upon by representatives of EPA, NYSDEC, and the Depot. The revised proposed IAG was transmitted by EPA to the Depot for signature in August 1991, and in September 1991 the Depot executed the revised IAG.

In the above-referenced letter dated February 5, 1991 from Capt. Ettman to James Doyle of this Office, Capt. Ettman informed Mr. Doyle that the Army, presumably at the direction of your office, wished to defer re-opening substantive negotiations on the IAG until the Plattsburgh Air Force Base Federal Facility Agreement (the "Plattsburgh Agreement") was finalized. EPA's position at that time, as it remains today, was that it is inappropriate to delay the finalization of the IAG to compare the IAG to the Plattsburgh Agreement. The Plattsburgh Agreement included the New York State Department of Law as an active participant, which was not the case in the IAG negotiations. Moreover, it was inefficient and unreasonable to delay the finalization of the IAG to await the finalization of an agreement which was, at that time, seven months behind the IAG in the negotiation process.

In October 1991, subsequent to Depot's execution of the IAG for a second time, Steve Nixon contacted EPA raising various issues of concern with the re-executed IAG. The letter of November 15, 1991 was the first instance in which these most recent concerns were enumerated with specificity. Of the twenty-nine proposed amendments, the majority relate to issues which were not raised in the first review of the IAG by Army Materiel Command; in other words, many of the issues raised by the November 15, 1991 letter are new issues which were not raised during the six months of negotiations and were certainly not raised in the prior review, approximately one year earlier.

The November 15, 1991 letter sets out a number of proposed amendments intended to conform certain provisions of the IAG to those in the Plattsburgh Agreement, which was executed in July 1991. The repeated references to the Plattsburgh Agreement are ironic because negotiations for the Plattsburgh Agreement started more than four months later than those. Indeed early in the negotiations, the issue of using the Griffiss Air Force Base Federal Facility Agreement (the "Griffiss Agreement") as a model

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<sup>2</sup> More specifically, EPA and NYSDEC were informed that Steve Nixon, the Chief of the Compliance and Policy Branch of the Army's Environmental Law Division, and Philip Sheuerman of your office were the source of the comments.

for the IAG was raised. This suggestion was specifically discussed at length and rejected. In effect, you are now proposing it again.

There are also many instances where inconsistencies with language in the Plattsburgh Agreement are cited as a basis for proposing an amendment to the IAG; yet in many other instances, a proposed amendment is directly contradictory to language which is included in the Plattsburgh Agreement and has been approved by the Department of Defense.

Most recently, EPA was informed on February 7, 1991 that Capt. Ettman had contacted NYSDEC indicating, again presumably at the direction of your office, that the issues related to the IAG must be resolved by the middle of the month of February, i.e. within one week, or the Army will pursue a two-party agreement with EPA. Considering the substantive disagreement between EPA and the Army concerning the twenty-nine proposed amendments, some of which are set forth below in detail, it is unlikely that any agreement among the parties could be reached and memorialized by mid-February even if NYSDEC agreed to all proposed amendments, which I understand it does not. It is also manifestly unreasonable for the Army to set what is tantamount to a one week deadline after it has been unable to approve an agreement for more than eighteen months after its representatives participated in the negotiation process and twice approved the finalized document.

Generally, many of the proposed amendments enumerated in the November 15 letter significantly affect issues which were raised and discussed at length during the negotiation of the IAG. Among those, a significant number of the amendments are unacceptable to EPA as proposed. Furthermore, there are a number of other proposed amendments which have an impact on New York State and not EPA. Based on longstanding positions which NYSDEC has asserted, we believe that insistence on the inclusion of these amendments will cause substantial delays in finalizing the IAG or will leave only the possibility of a two-party agreement between EPA and the Army, which will also result in a delay.

The following are more specific comments to the Army's proposed amendments, but it should be understood that any omission to specifically address a proposed amendment should not be construed as acceptance of that proposed amendment by EPA.

Proposed Amendment a. The request that the definition of "Agreement" be modified so as not to include any attachments is unacceptable to EPA. The letter addresses this issue in proposed amendment z., as well. It has been emphasized to the Army by EPA that schedules and deadlines must be included in this comprehensive agreement. The negotiators realized and accepted the fact that a schedule of future activities cannot be developed which will include unknown response actions which may or may not



be implemented for thirty years or more. Likewise, however, the negotiators agreed upon a framework which establishes processes and incorporates amendable attachments, the items on which are addressed in the manner proscribed in the processes. Of the eight attachments, only three are intended to be amended over time, numbers 3, 4, and 5. Attachments Number 3 and 4, the list of Solid Waste Management Units ("SWMUs") and the list of Areas of Concern ("AOCs"), do not comprise a defined universe, and as time passes, and more SWMU's and AOC's are identified and/or remediated, that list will naturally change. Attachment Number 5, the Facility Master Schedule, is a schedule within which specific activities will be undertaken for upcoming years consistent with timeframes set forth in the fixed Generic Schedule, Attachment 7. The process to address the SWMU's, the AOC's, and the scheduling issues is defined in the IAG, but the flexibility of addressing the issues over time is built into the IAG by creating amendable attachments. Meanwhile, the public will be provided with an opportunity to comment on those processes after execution and before finalization of the IAG.

Moreover, if it is being suggested that the Plattsburgh Agreement, while worded differently, does not include the same concept of incorporating requirements set for in attachments and/or submittals, there is a misunderstanding between EPA and the Department of Defense concerning the interpretation of provisions of the Plattsburgh Agreement.

Lastly, while EPA did not conduct an exhaustive review of federal facility agreements executed nationally by the Department of Army, a review of two facilities in Region II where agreements have been executed, the Picatinny Arsenal Federal Facility Agreement and the Fort Dix Federal Facility Agreement, reveals that the language to which the Army objects is included in both agreements.

Proposed Amendment d. The proposal to delete all language other than model language in Subsection 8.4 exemplifies a problem which EPA has with many of the proposed amendments. It underscores a seeming inability to understand the dynamics of a three-party negotiation which has a two-party model as a foundation. The additional language, while not requested by EPA, was included to provide New York State with "any authority" it may have related to removal type activities, as the model language provides the other two parties. The additional language does not represent a concession that New York State has any authority to conduct removals, as opposed to broader language which NYSDEC proposed and EPA and the Army representatives refused to accept.

Furthermore, this is an example of where the Army requires an amendment but fails to mention that the Plattsburgh Agreement, which is conveniently cited as a basis for requiring many other

amendments to the IAG, has substantively the same language. The apparently objectionable language has been approved and executed in the Plattsburgh Agreement by the Department of Defense.

Proposed Amendment e. The proposal that Subsection 12.5 be deleted, based at least in part on the Army's aversion to allow documents to be incorporated into the IAG, is contrary to the understanding of the members of the negotiating team.

Proposed Amendment h. The proposal to delete Subsection 18.9, providing EPA and NYSDEC with the ability to seek an extension for review of documents, is of concern to EPA. The subsection was one which, based on the dynamics of the negotiation of the IAG, was a concession the Army made to EPA and NYSDEC in consideration of other concessions by EPA and/or NYSDEC. While we understand that negotiations of this type are subject to further review by various individuals in respective managements, the fact that the unacceptability of the Subsection was not relayed to EPA before negotiations closed in August of 1990, or last year during Army Materiel Command's review of the document in early 1991, is particularly disturbing since the corresponding concessions now must be identified, assessed, and possibly withdrawn, all of which further delay the execution of the IAG.

Proposed Amendment i. The proposed amendment to Subsection 19.1, to make it conform with the model language, is acceptable to EPA, but it should be noted that the change to the model language was made solely at the request of the Army representatives.

Proposed Amendment j. The proposed deletion of Subsection 19.12, while not directly affecting EPA, is again an example of one in which the substance of the Subsection is included in, approved, and executed by the Department of Defense in both the Griffiss and Plattsburgh Agreements. Furthermore, this issue was raised by NYSDEC initially as one which, if not agreed upon in some form substantively similar to the proposed Subsection, would prohibit NYSDEC from proceeding with negotiations. Approximately two years have passed since the negotiators accepted NYSDEC's position.

Proposed Amendment m. The proposed amendment to delete language in Subsection 23.3 is unacceptable to EPA. As you know, the Department of Defense was delegated authorities under Section 104 of CERCLA, 42 U.S.C. § 9604. Consequently, and contrary to the explanation in proposed amendment m., it is the very intent of EPA, as repeatedly expressed during the negotiation of the IAG, that the responsibility for obtaining access to a part of the Site which may be beyond the boundaries of the Depot, if necessary, would lie with the Army. Should the Army be required to obtain access to such a parcel beyond the boundaries of the

Depot, EPA is neither required to assist the Army nor to refer the matter to the Department of Justice.

Proposed Amendment n. The proposed amendment to Subsection 23.4 concerning condemnation is unacceptable to EPA. If circumstances require that property be purchased/condemned by the Army to address conditions which relate to the Depot, the Army has a responsibility, as does EPA at non-Federal Facility sites, to see to it that those steps which are necessary to address the conditions are taken, including condemnation, if appropriate.

Proposed Amendment o. The proposed amendment to delete Section 25, in its entirety, is unacceptable. Because the letter fails to include any explanation as to why the Army proposes to delete an entire two page Section<sup>3</sup> of the IAG, we cannot provide a detailed response. However, and to reiterate the comment expressed in response to your proposed amendment a., the executed Picatinny Arsenal Federal Facility Agreement and the Fort Dix Federal Facility Agreement both include virtually identical language to that which you object in this proposed amendment.

Proposed Amendment p. In the comment accompanying the proposed amendment to Subsection 27.3, it appears that the modification which is referenced in that provision has been misunderstood. Section 27 addresses the Five Year Review, a requirement under Section 121(c) of CERCLA that all remedies which result in hazardous substances remaining at a site be periodically reviewed every five years after implementation of the remedy to ensure that human health and environment are being protected. Subsection 27.3 refers to a modification to a Record of Decision, or a "ROD", which is a document which sets forth a remedy, rather than a modification to the IAG directly. As explained in response to proposed amendment a., the universe of response actions, e.g. RODs which will be issued at the Depot as a consequence of future remedial investigations and feasibility studies, are unknown today. Therefore, if such a future ROD is amended, the corresponding obligation under the IAG is also affected, and that amended ROD and its new obligations must be incorporated by reference as an obligation under the IAG.

Proposed Amendment q. The proposed amendment to Subsection 29.1 is unacceptable to EPA. It is not clear what Army Materiel Command's intent is in requiring this amendment, but EPA's position is that if the implementation of some aspect of the IAG is no longer protective of public health or welfare or the environment, our ability to seek any administrative, legal, or

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<sup>3</sup> The Section entitled "Permits", which your proposed amendment seeks deleted, sets forth in detail the Army's responsibilities associated with the procedural and substantive requirements for permits pursuant to the IAG.

equitable remedy against the Army cannot be predicated on there being "additional information not previously available concerning..." the Depot. EPA cannot agree to waive any remedy it may have and relinquish its responsibilities in a circumstance where there may be information "available" in some form or repository, unknown to EPA.

Proposed Amendment u. The proposed amendment to Subsection 30.2(b) is unacceptable to EPA. The provision as proposed in the IAG, contrary to the proposal's accompanying comment, does not require the Army to "monitor...private transactions." It requires the Army Project Manager to notify EPA and NYSDEC of conveyances which may affect the IAG or any response actions conducted pursuant to it after he or she "becomes aware" (emphasis added) of such a conveyance.

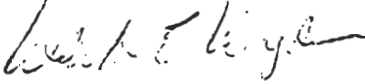
Proposed Amendment v. The proposed amendment to Subsection 30.2(c) is unacceptable to EPA. The general intent of the provision is to obligate the Army, in any future conveyances of parcel(s) at the Depot, to ensure that any transfers of property interests will not adversely affect response actions performed at the Site. However, if such a response action will be impaired or impeded by a conveyance of an interest beyond the boundaries of the Depot, it is fully expected that the Army will "...use all administrative and/or judicial means..." it may have to avoid any negative impact any such conveyance may have.

Proposed Amendment y. The proposed amendment to Subsection 34.6 is unacceptable to EPA. The Site, as is pointed out, may indeed include areas beyond the boundary of the Depot, but the Site, as defined in Section 5. of the IAG, includes "...areas affected by contamination emanating..." from the Depot. Therefore, by definition, the Army could not be responsible for addressing areas beyond the boundary of the Depot if the contamination is not caused by releases at and/or emanating from the Depot.

In closing, I wish to emphasize that it is the stated objective of EPA, as well as NYSDEC, to resolve expeditiously those remaining issues which exist. As I assume this is also the objective of the Army, as indicated in recent conversations with NYSDEC, please promptly contact Mr. Doyle of this Office (FTS or

(212) 264-2645] so that a conference call and/or meeting may be scheduled among the parties in an effort to achieve this mutual objective.

Respectfully,



*f* Douglas R. Blazey  
Regional Counsel

cc: Philip Sheuerman, Esq. AMCC  
Steve Nixon, Esq. AELD  
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LETTER (2-12-92)  
 EPA TO MATERIAL COMMAND

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