

# BCT AGENDA

**January 18, 2005**

1330-1630 hours

**January 19, 2005**

0830-1100 hours

## January 18<sup>th</sup>

Project review and status update by site

- SEAD-12
- Test Pit findings (see map)
  - GW well status
  - How to move forward with RI supplement and FS

## January 19<sup>th</sup>

SEAD-4 How to include Knee of the Curve data into the FS

SEAD-71 Address risk assessment adjacent railroad and under storage yard pavement

Need for revised generic Quality Assurance Project Plan

- From Field and Laboratory Procedure Comments and
- Data Validation comments and the impact to work that is underway

Windshield tour of Seneca Sites for NYSDEC

REMEDICATION PLAN AND TRANSFER SCHEDULE  
January 18, 2005

**PID / WHSE Area**

**SEAD 59 & SEAD 71- PAINT DISPOSAL AREAS**

Acreage: 9 acres

Site History: Site consists of fill areas that debris was placed in.

Risk: Potential Ground water contamination from petroleum contamination found in the soil. No risk remains from soils in fill areas.

Status of Remediation: Removal action of the contaminated soil is complete. Evaluation of GW is underway. RI being prepared

Funds: On Hand

RIP/RC: April 2006

FOST: June 2006

Deed: September 2006

**SEAD 001-R (SEAD 16)- ABANDONED DEACTIVATION FURNACE**

Acreage: 3 acres.

Site History: This unit was used to destroy small arms ammunition.

Risk. SEAD 16 Abandoned Deactivation Furnace: Facility has residual powder in piping and OE scrap that has potential for explosive residuals. There is heavy metals contamination in the soil.

Status of Remediation: Final Proposed Remedial Action Plan has been agreed to. The Draft Record of Decision is under review.

Funds: November 05

RIP/RC Completion Date: August 2006

FOST: December 2007

Deed: September 2007

**SEAD 001-R (SEAD 17) - DEACTIVATION FURNACE**

Acreage: 8 acres

Site History: This unit was used to destroy small arms ammunition.

Risk. SEAD 17 Deactivation Furnace: Facility has OE scrap that has potential for explosive residuals. There is heavy metals contamination in the soil.

Status of Remediation: Final Proposed Remedial Action Plan has been agreed to. The Draft Record of Decision is under review.

Funds: November 05  
RIP/RC Completion Date: August 2006  
FOST: December 2006  
Deed: September 2007

#### **SEAD 25 - FIRE DEMONSTRATION AREA**

Acreage: 3.5 acres.  
Site History: This site was used to demonstrate the installation fire fighting capability.  
Risk: Volatiles in the soil contributing to GW contamination. Semi- volatiles in ditch line poses limited long term risk to child.  
Status of Remediation: ROD signed, RD/RA underway

Funds: Dec 2004  
RIP/RC Completion Date: April 2006  
FOST: May 2006  
Deed: September 2006

#### **SEAD 26 - FIRE TRAINING AREA**

Acreage: 6.7 acres.  
Site History: This site was used to practice fire-fighting capability.  
Risk: Semi-volatiles in surface soil and ditch line along railroad pose limited long term risk to child.  
Status of Remediation: ROD signed, RD/RA underway

Funds: Dec 2004  
RIP/RC Completion Date: April 2006  
FOST: May 2006  
Deed: September 2006

#### **SEAD 121 - EBS SITE – INDUSTRIAL**

Acreage: 23 Acres  
Site History: DRMO yard and cosmoline steam cleaning site.  
These sites have had a site investigation performed. PAHs (Semi-volatiles) have been found. Solvents have been found in the ground water around the DRMO yard.  
Risk: Soil contamination may pose threat to residential child.  
Status of Remediation: RI fieldwork is completed and reports being prepared.

Funds: November 2005  
RIP/RC Completion Date: December 2006  
FOST: April 2006  
Deed: September 2006

**SEAD 50 - TANK FARM STORAGE**  
**SEAD 54 - ASBESTOS STORAGE**

Acreage: 26 acres

Sites History: These sites are where the Army stored material in above ground steel tanks. Movement of the material resulted in contamination of the soil.

Status of Remediation: These two sites have a removal action underway. The action consists of excavation and disposal by land-filling the soil, which are contaminated with heavy metals.

Status: NFA ROD is being finalized

Funds: Available  
RIP/RC date: March 2005  
FOST: Dec 2003  
Deed: April 2004

**SEAD 38 - BUILDING 2078 BOILER BLOW DOWN PIT**  
**SEAD 39 - BUILDING 121 BOILER BLOW DOWN PIT**  
**SEAD 40 - BUILDING 319 BOILER BLOW DOWN PIT**

Acreage: 1 acre combined

Site History: These sites consist of contamination resulting in the blow down of the central boilers, which was discharged to the ground. SEAD 38 is also included in the SEAD 4 Area of concern.

Risk: Petroleum products may pose risk.

Status of Remediation: A removal action is underway. Final report is being prepared

Funds: Available  
RIP/RC date: September 2005  
FOST: June 2006  
Deed: September 2006

**SEAD 5 - SLUDGE PILES**

Acreage: 2 acres

Site History: This site is a result of the storage of domestic sewage sludge from the sewer treatment plant drying beds. The investigation revealed that the sludge has elevated level of heavy metals in it.

Risk: Heavy metals may pose threat to resident.

Status of Remediation: Removal action is underway.

Funds: Available  
RIP/RC date: March 2006  
FOST: June 2006  
Deed: September 2006

#### **SEAD 67 - DUMPSITE EAST OF STP4**

Acreage: 2 acres  
Site History: This site is identified as a location where unknown material was dumped. The site investigation revealed that the soil is contaminated with metals and the contaminants were localized.  
Risk: Soil contamination has been removed from the site  
Status of Remediation: Removal action complete. NFA PRAP being prepared.

Funds: Available  
RIP/RC date: September 2005  
FOST: May 2006  
Deed: September 2006

#### **DECOMMISSIONING SURVEYS (PID / Whse Area)**

Size: 2 buildings (306 and 5)  
Site History: Seneca has a NRC license that requires termination prior to allowing unrestricted access to the inside of the buildings. Field survey work completed. Final evaluation of risk is pending final approval of objectives. Final report and approval is required before transfer.  
Risk: Residual depleted uranium material could impact interior surface of structure. (None was found during field investigation)  
Status of Remediation: Fieldwork Complete. Final Report has prepared commented on, and resubmitted.

Funds: Available  
Site Work Completion Date: N/A  
License Termination Date: May 2005

## **CONSERVATION AREA SITES**

### **SEAD 003-R-01 (SEAD 46 &57) - AMMUNITION DESTRUCTION AREAS**

Acreage: 113 acres

Site History: These sites are where the Army performed destruction of ammunition by detonation or discharge. The site investigation of these sites revealed contamination of MEC and heavy metals.

Risk: Sites have MEC scrap that has potential for explosive residuals. There is heavy metals contamination in the soil.

Status of Remediation: Field investigation has started.

Funds: November 2009

RIP/RC date: December 2011

FOST: May 2012

Deed: September 2012

### **SEAD 48 - PITCHBLENDE ORE STORAGE**

Acreage: 55 acres

Site History: This site consists of 11 igloos that were used to store pitchblende ore. The igloos were decommissioned in the mid 1980s. Unrestricted access approval is on file from NRC, NYS and EPA. An extensive removal occurred during the decommissioning process however there is a concern for residuals under current standards. Further investigation will determine whether additional work is required.

Risk: Residual left from previous removal may have long term impact for residence.

Status of Remediation: Additional fieldwork is being to address comments on the draft report.

Funds: November 2005

RIP/RC date: December 2006

FOST: March 2007

Deed: September 2007

## **DECOMMISSIONING SURVEYS (Conservation Area)**

Size: 105 igloos and 4 buildings

Site History: Seneca has a NRC license that requires termination prior to allowing unrestricted access to the inside of the buildings. Field survey work completed. Final evaluation of risk is pending the final approval of the cleanup objectives. Evaluation of results will be completed and approved before final transfer.

Risk: Residual depleted uranium material could impact interior surface of structure (none was found during the fieldwork).

Status of Remediation: Fieldwork Complete. Final report has been reviewed commented on and resubmitted.

Funds: Available

Site Work Completion Date: N/A

License Termination Date: May 2005

### **SEAD 63 - MISCELLANEOUS COMPONENTS BURIAL SITE**

Acreage: 4 acres

History of Site: This site was use by the Army to bury classified military unique components.

Risk: Military unique items to be removed which have the potential to contain low-level radiological contamination. Some heavy metal contamination may be present.

Status of Remediation: Removal action completed. Final report being prepared. NFA PRAP being prepared.

Funds: Available

RIP/RC date: September 2005

FOST: May 2006

Deed: September 2006

### **SEAD 6 - ASH LANDFILL (including SEADs 3,8,14,15)**

Acreage: 42 Acres

Site History: Site is former municipal waste disposal area. Heavy metals remain in the soil. TCE (solvent) is found in the ground water.

Risk: Ecological risk exists. Ground water wells will not be permitted.

Status of Remediation: ROD is pending signature

Funds: Available

RIP/RC date: April 2006

FOST: May 2006

Deed: September 2006

### **SEAD 11 - OLD LANDFILL**

Acreage: 6 acres

History of Site: Construction debris and other unknown items were disposed of at this site.

A site investigation conducted revealed contamination and unknown anomalies.

Risk: Heavy metals and solvent in the soil, unknown items in the fill area.

Status of Remediation: An Interim removal action is planned so that a No Further Action Determination can be made.

Funds: January 2005  
RIP/RC date: February 2007  
FOST: June 2007  
Deed: September 2007

### **SEAD 13 - INHIBITED RED FUMING NITRIC ACID (IRFNA)**

Acreage: 11.5 acres

History of Site: This site was used by the Army to neutralize IRFNA, a liquid propellant constituent. The acid was poured into a trench filled with limestone and water and was neutralized. Process resulted in nitrogen compounds being introduced into the ground water. This site is expected to require land use controls only.

Risk: Has excess nitrates above drinking water standards

Status of Remediation: Field work for base line complete. Decision Document has been reviewed and comments are being addressed. IC PRAP/ROD being prepared

Funds: Available  
RIP/RC date: September 2005  
FOST: July 2006  
Deed: September 2006

### **SEAD 4 - MUNITIONS WASHOUT FACILITY**

Size: 4 acres

Site History: This site was used by the Army to wash out shell casing to remove explosives. Heavy metal contamination has been found in the soil.

Risk: None for industrial future use. Contaminants pose ecological concerns

Status of Remediation: The project is in the FS has been prepared, commented on and responses being prepared.

Funds: November 2005  
RIP/RC date: April 2007  
FOST: May 2007  
Deed: September 2007



## **SEAD 12 - RADIATION SITE**

Size: 10.5 acres

History of Site: This site consists of the former Special Weapons Storage Area. Three areas where military unique items were buried and a localized groundwater plume contaminated with TCE was found during the remedial investigation. SEAD 72- Mixed Waste Storage Bldg. regulated under the Interim Status Hazardous Waste Permit will be closed out and incorporated into the ROD of the SEAD 12. There is potential to accelerate cleanup upon completion of the additional work that required.

Risk: Groundwater has localized TCE (solvent) plume

Status of Remediation: The site is in the RI/FS process. Additional field investigation work is performed.

Funding: November 2008

RIP/RC date: December 2009

FOST: March 2010

Deed: September 2010

## **SEAD 23 - OPEN BURNING GROUNDS**

Acreage: 30 acres

Site History: The Army used this site for burning propellant, explosives and pyrotechnics to destroy unstable items. This site is within the boundary described by SEAD 115

Risk: See SEAD 115

Status of Remediation: The Record of Decision has been signed. The remedial action for this site will be completed this year.

Funds: Available

RIP/RC date: September 2004

FOST: April 2012

Deed: September 2012

### **SEAD 002-R-01 (SEAD118) – EAST EOD RANGES**

Acreage: 18 acres

Site History: This site represents 2 areas where MEC was found as a result of record search and site investigations. It is proposed to perform removal actions at the three locations and restrict the land use to surface activity.

Mission: site is 2 locations. Site 2 and 3 are adjacent each other and were used by EOD units for training. These sites have MEC scrap that may have residual explosive contamination.

Risk: Sites that have MEC scrap have potential for explosive residuals.

Status of Remediation: Remedial Action is scheduled for funding in FY 05.

Funds: November 2005

RIP/RC date: June 2006

FOST: August 2006

Deed: September 2006

### **SEAD 007-R-01 (SEAD118) RIFLE GRENADE RANGE**

Acreage: 30 acres

Site History: This site represents an area where MEC was found as a result of record search and site investigations. It is proposed to perform removal actions at the three locations and restrict the land use to surface activity.

Mission: site is actually 3 locations. The site was a training range where 40 mm training grenades and 37 mm LAW sub-caliber training rounds were fired. Training rounds have small explosive charge that create the “puff of smoke” to indicate the location of round.

This site has MEC scrap that has residual explosive contamination.

Risk: Sites that have MEC scrap have potential for explosive residuals.

Status of Remediation: Remedial Action is scheduled for funding in FY 05.

Funds: November 2005

RIP/RC date: November 2006

FOST: August 2007

Deed: September 2007

### **SEAD 24 - POWDER BURNING AREA**

Acreage: 3.25 acres

Site History: This site was used in the late 40s early 50s to burn black powder and propellants. Investigation shows heavy metal contamination in the soil.

Risk: Soil contamination may pose a chronic risk to residents.

Status of Remediation: A removal action at this site is ongoing.

Funds: Available  
RIP/RC date: September 2005  
FOST: May 2006  
Deed: September 2006

### **SEAD 006-R-01 (SEAD115) - OPEN BURNING / OPEN DETONATION**

Acreage: 400 acres

Site History: This site is where the Army performed destruction of ammunition by detonation or discharge. The site investigation of this site revealed contamination of ordnance residual and heavy metals. This is a RCRA permitted site

Risk: Site has MEC scrap that has potential for explosive residuals. There is heavy metals contamination in the soil.

Status of Remediation: Work to reduce MEC boundary is on going.

Funds: November 2010  
RIP/RC date: December 2006  
FOST: April 2012  
Deed: September 2012

### **SEAD 64B- GARBAGE DISPOSAL AREA**

Acreage: 0.25 acres

Site History: This site is where the Army disposed of approximately 1 truckload of municipal garbage in the early 70's. The material is located under 10 feet of soil cover and requires closure as an inactive solid waste site.

Funds: Available  
RIP/RC date: September 2005  
FOST: June 2006  
DEED: September 2006

### **SEAD 64D- GARBAGE DISPOSAL AREA**

Acreage: 0.25 acres

Site History: This site is where the Army disposed of approximately 1 truckload of municipal garbage in the early 70's. The material is located under 10 feet of soil cover and requires closure as an inactive solid waste site.

Funds: Available  
RIP/RC date: September 2005  
FOST: June 2006  
DEED: September 2006

### **SEAD 70- CONSTRUCTION DEBRIS AREA**

Acreage: 0.25 acres

Site History: This site is where the Army disposed of construction debris such as fencing posts, concrete etc.

Risk: Site has a single sample that should elevated arsenic in the soil. No other contaminates were at levels of concern.

Status of Remediation: The Army will perform a removal action on this site in Spring 2004 so a No Further Action determination may be made.

Funds: Available  
RIP/RC date: December 2006  
FOST: August 2007  
DEED: September 2007

### **SEAD 27, 64A, 66 - IC ROD**

PID sites with no risk for industrial operations.

ROD - Signed September 29, 2004  
RD - 15 Feb 2005  
RA- N/A

### **SEAD 122B AIRFIELD SMALL ARMS RANGE**

Acreage- 3

Site History: Small arms range for weapons qualifications. State Police intend to use range for like use

Risk: Contamination from lead in soil. No ground water contamination found

Status of Remediation: Treatability study removes contamination from site. NFA PRAP and ROD is being prepared and is included with SEAD 67, 39, and 40.

Funds: Available  
RIP/RC date: September 2006  
FOST: May 2006  
Deed: September 2006

## **SEAD 44B, 43, 52, and 69 PRISION PARCEL SITES**

Acreage- 25

Site History: SEAD 44B was a function test range and 40 mm practice range. SEAD 43,52,69 were sites with no risk for future use as a prison, and these sites were transferred in Aug 2002.

Risk: UXO contamination for practice grenades

Remediation Status: UXO has been removed. NFA PRAP and ROD is being prepared and is included with SEAD 67, 39,and 40.

Funds: Available

RIP/RC date: September 2005

FOST: May 2006

Deed: September 2006

BCT Agenda  
19 April 2005  
1330-1630 Hours

19 April 2005

SEAD 50/54 ROD redline status- EPA

SEAD 16/17 ROD redline Status- EPA

SEAD 13 - ECO risk comments - EPA/Army

SEAD 121J Mounds comments – EPA/Army

Army Only - Schedule For Ash Landfill and Fire Training Areas Contract

**DRAFT**

**FINDING OF SUITABILITY TO TRANSFER  
(FOST)**

**Seneca Army Depot Activity**

**Airfield Parcel**

**April 2005**

**DRAFT**  
**FINDING OF SUITABILITY TO TRANSFER**  
**(FOST)**  
**Seneca Army Depot Activity**  
**Airfield Parcel**  
**April 2005**

**1. PURPOSE**

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of certain parcels or property (the Property) at Seneca Army Depot Activity (SEDA) for transfer to the Seneca County Industrial Development Agency (SCIDA) consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

**2. PROPERTY DESCRIPTION**

The Property consists of 501.23 acres, which includes 11 buildings and numerous other land improvements (e.g., a 7,000 ft. runway, taxiways, and aircraft parking pads). The Property was previously used as an airfield. The Property is intended to be transferred as a training facility for police and emergency service personnel and is consistent with the intended reuse of the Property as set forth in the SCIDA Reuse Plan. A site map of the Property is attached (Enclosure 1).  
with changes

**3. ENVIRONMENTAL DOCUMENTATION**

A determination of the environmental condition of the property was made based upon the Community Environmental Response Facilitation Act (~~CERFA~~) Report, dated March 22, 1996 and as amended on December 6, 1996, and an Environmental Baseline Survey (EBS), dated March 22, 1996, and as revised on October 30, 1996. The information provided is a result of a complete search of agency files during the development of these environmental surveys. Agree

A complete list of documents providing information on environmental conditions of the Property is attached (Enclosure 2).

**4. Environmental Condition of Property [NB: This font needs to be conformed to other headings] Agree**

The DOD Environmental Condition of Property (ECP) categories for the Property are as follows:

- ECP Category 1: All areas and buildings ( 489.2 acres) except as identified below.





- ECP Category 2: Building 2310 (.25 acres), building 2305 (.25 acres), area west of building 2312 (7.43 acres), and a non-PCB oil release (.25 acres).
- ECP Category 3: Small arms range (2.85 acres) and trap and skeet range (.8 acres).

A summary of the ECP categories for specific buildings, parcels, or operable units and the ECP category definitions is provided in Table 1 – Description of Property (Enclosure 3).

#### 4.1. Environmental Remediation Sites

There is no evidence of groundwater contamination on the Property. There was one environmental remediation site located on the Property: SEAD 122B (Small Arms Range). This site was remediated to remove lead contamination from the soil. All environmental remediation activities on the Property have been completed. See the Revised Final Characterization Report Small Arms Range- Airfield (SEAD 122B), dated October 2004, for additional information. A summary of the environmental remediation site is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4).

#### 4.2. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

There was no evidence of hazardous substances being stored for one year or more and released or disposed of on the Property in excess of reportable quantities specified in 40 CFR Part 373. Hazardous substances were released in excess of the 40 CFR 373 reportable quantities at BRAC parcel 114(3)HR (SEAD 122B (Small Arms Range)). The release or disposal of these hazardous substances was remediated as part of the Installation Restoration Program (IRP). See Section 4.1 Environmental Remediation Sites for additional information. A summary of the buildings or areas in which hazardous substance activities occurred is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 3). The CERCLA 120(h)(3) Notice, Description, and Covenant at Enclosure 6 will be included in the Deed.  

#### 4.3. PETROLEUM AND PETROLEUM PRODUCTS

##### 4.3.1. UNDERGROUND AND ABOVE-GROUND STORAGE TANKS (UST/AST)

- **Current UST/AST Sites** - There is one above-ground petroleum storage tank (AST) on the Property. There is no evidence of petroleum release from this tank.
- **Former UST/AST Sites** - There were six underground and one above-ground petroleum storage tanks (UST/AST) on the Property that have been removed. A petroleum product release occurred at Bldg 2310. The release of the petroleum product was remediated at the time of the release and as part of UST closure. See NYSDEC closeout letter dated 12/2/88 for additional information.

A summary of the UST/AST petroleum product activities is provided in Table 3 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5).

#### **4.3.2. Non-UST/AST Storage, Release, or Disposal of Petroleum Products**

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for 1 year or more on the Property. There is evidence that petroleum product releases in excess of reportable quantities occurred in the following areas:

- A pole mounted electrical transformer, containing non-PCB oil, was knocked down, spilling its contents. This oil was remediated at the time of the release. Agree
- Two jet fuel spills on fueling pad near building 2305. The release of this jet fuel was remediated at the time of the releases.
- Jet fuel spill on fueling pad west of building 2312. The release of this jet fuel was remediated at the time of the release.

A summary of the non-UST/AST petroleum activities is provided in Table 3 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5).

#### **4.4. POLYCHLORINATED BIPHENYLS (PCB)**

There is no evidence that PCB-containing equipment is located or was previously located on the Property.

#### **4.5. ASBESTOS**

There is asbestos-containing material (ACM) in the following buildings: 2306, 2305, two skeet towers and the trap house. The ACM includes: transite shingles, transite wall board, and transite siding. See the asbestos inspection which occurred on February 28, 2001. The ACM does not currently pose a threat to human health or the environment as the material is in a non friable condition. The deed will include an asbestos warning and covenant (Enclosure 6).

#### **4.6. LEAD-BASED PAINT (LBP)**

Based on the age of the building and structures (constructed prior to 1978), LBP is presumed to be present in all of the buildings and structures covered by this FOST, except buildings 2307, 2310, 2311, 2312, 2314 and 2315 which were built after 1978. The Property was not used for residential purposes and the transferee does not intend to use the Property for residential purposes in the future. The deed will include a lead-based paint warning and covenant (Enclosure 6).

#### **4.7. RADIOLOGICAL MATERIALS**

There is no evidence that radioactive material or sources were stored or used on the Property.

#### **4.8. RADON**

Radon surveys were conducted in buildings 2301, 2305, 2306, and 2311 on the Property. Radon was not detected at above the EPA residential action level of 4 picocuries per liter (pCi/L) in any of these buildings.

#### **4.9. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)**

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the Property. A portion of the Property was used as a small arms range (2.85 acres) and a trap and skeet range (.8 acres). Small arms ammunition, which is defined as ammunition that is ~~is~~ without projectiles that contain explosives (other than tracers), that is .50 caliber or smaller, or that is for shotguns, is not considered to present an explosive hazard. However, munitions constituents (i.e., lead bullets) that are normally associated with such ammunition may present a hazard to human health and the environment.

Agree

The Revised Final Characterization Report Small Arms Range - Airfield (SEAD 122B), dated October 2004, confirmed that no MEC was found during remediation of the small arms range. The remaining portions of the Property were used as an airfield and there was no record of munitions related activities at the airfield. The term "MEC" means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. Given the Property's past use, the deed will include a Notice of the Potential Presence of MEC (Enclosure 6).

#### **4.10. OTHER PROPERTY CONDITIONS**

The Final Investigation of Environmental Baseline Survey Non-Evaluated Sites SEAD-199A, SEAD 122(A, B, C, D, E), SEAD-123 (A, B, C, D, E, F), SEAD-46, SEAD-68, SEAD-120 (A, B, C, D, E, F, G, H, I, J), and SEAD-121 (A, B, C, D, E, F, G, H, I) dated May 1999 found semi-volatile organic compounds in surface soils. The levels found are expected from the past use of the parcel as an airfield. Subsequent evaluation shows the compounds found are within the Benzo (A) Pyrene toxicity equivalence calculations for acceptable risk. No further investigation is warranted.

#### **5. ADJACENT PROPERTY CONDITIONS**

The site is surrounded by privately owned land. SEDA has no knowledge of hazardous contamination on sites located on this adjacent property.

## 6. ENVIRONMENTAL REMEDIATION AGREEMENTS

The following environmental orders/agreements are applicable to the Property: Federal Facilities Agreement dated January 23, 1993, with the USEPA and NYSDEC. All remediation activities on the Property, required by such agreement or order, are completed or in place and operating properly and successfully (See Section 4.1 Environmental Remediation Sites). The deed will include a provision reserving the Army's right to conduct remediation activities (Enclosure 6).

## 7. REGULATORY/PUBLIC COORDINATION

The ~~U.S. USEPA Region 2~~, the ~~New York State Department of Conservation~~ NYSDEC, and the public were notified of the initiation of this FOST. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory/public comments and the Army Response will be included at Enclosure 7 and 8. [REDACTED]

## 8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the Property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Environmental Impact Statement for BRAC 95 Disposal and Reuse of Property at the Seneca Army Depot Activity, dated March 1998. The NEPA analysis identified the need to encumber the parcel by notification of wetlands. The Environmental Protection Provisions will put the transferee on notice of identified wetlands.

## 9. FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the Property is transferable under CERCLA sSection 120(h)(3). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions that shall be included in the deed for the Property. The deed will also include the CERCLA 120(h)(3) Notice, Covenant, and Access Provisions and Other Deed Provisions. Finally, the hazardous substance notification (Table 2) shall be included in the deed as required under the CERCLA Section 120(h) and DOD FOST Guidance. **Agree**

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**JAMES R. DAVIDSON**  
Director, National Capital Region Field Office

8 Enclosures  
Encl 1 -- Site Map of Property  
Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 -- Description of Property

Encl 4 -- Table 2 -- Notification of Hazardous Substance Storage, Release, or Disposal

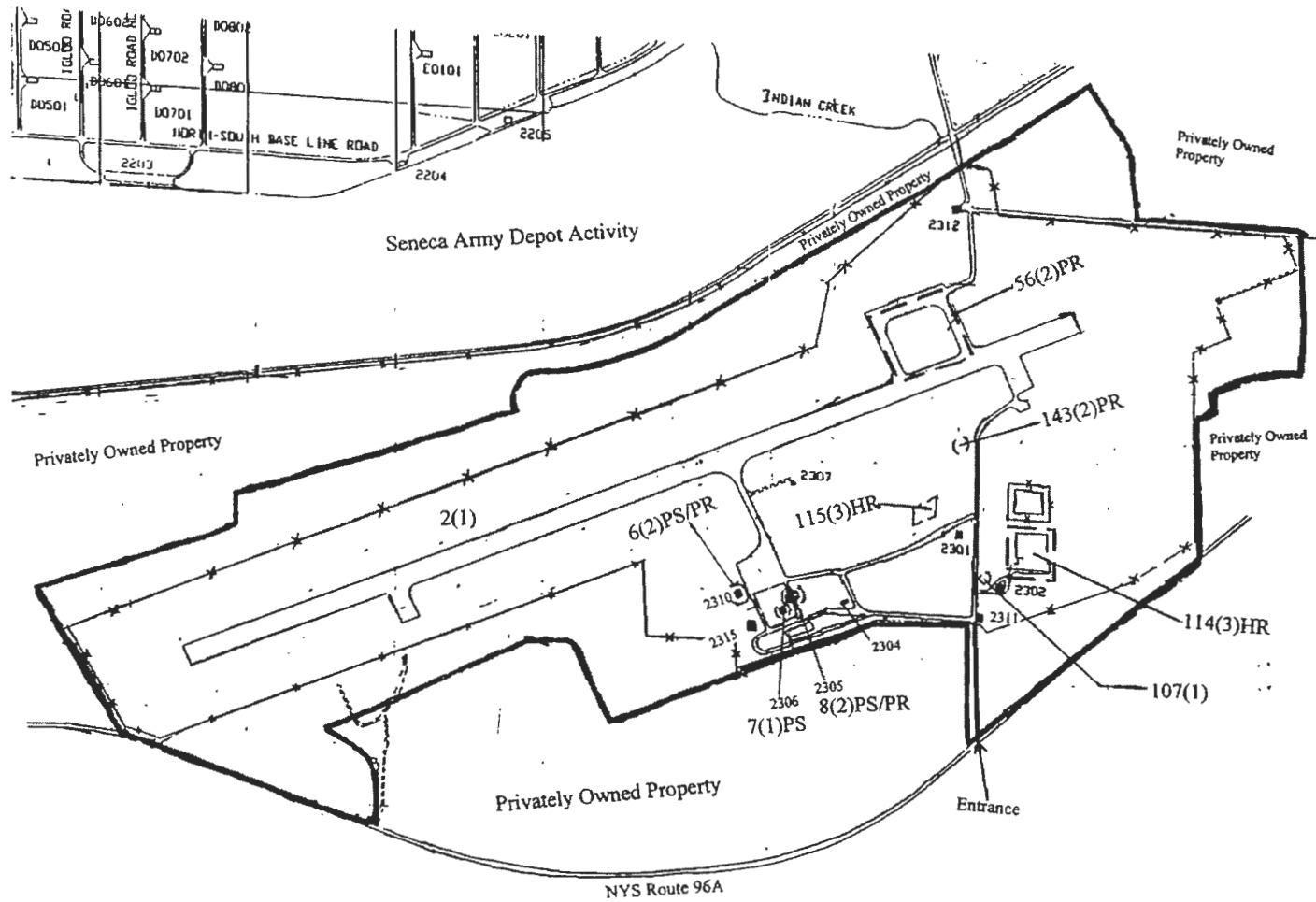
Encl 5 -- Table 3 -- Notification of Petroleum Product Storage, Release, or Disposal

Encl 6 -- Environmental Protection Provisions

Encl 7 -- Regulatory/Public Comments

Encl 8 -- Army Response

Enclosure 1 Airfield Site Map



ENCLOSURE 1  
Site Map

**ENCLOSURE 2**  
**ENVIRONMENTAL DOCUMENTATION**

- SEDA's Asbestos Management Plan dated February 28, 2001.
- SEDA's radon surveys dated 1989, 1991 and 1994.
- SEDA's Bulk Petroleum Storage registration dated January 31, 2001.
- SEDA's electrical transformer PCB survey dated February 1998.
- ~~New York State Department of Environmental Conservation (NYSDEC)~~ Region 8 spill list. Agree
- SEDA Ordnance and Explosives Archives Search Report dated December 1998.
- Appendix H of SEDA's Spill Prevention Control and Countermeasure Plan dated May 1999.
- Final Investigation of Environmental Baseline Survey Non-Evaluated Sites SEAD-199A, SEAD 122(A, B, C, D, E), SEAD-123 (A, B, C, D, E, F), SEAD-46, SEAD-68, SEAD-120 (A, B, C, D, E, F, G, H, I, J), and SEAD-121 (A, B, C, D, E, F, G, H, I) dated February 1999.
- Revised Final Characterization Report Small Arms Range – Airfield (SEAD –122B) Dated October 2004.



ENCLOSURE 3

**TABLE 1 – DESCRIPTION OF PROPERTY**

<b>Table 1 Description of Property</b>			
<b>Building No. and Property Description</b>	<b>BRAC Parcel Number</b>	<b>Condition Category *</b>	<b>Environmental Condition of Property and Remedial Actions</b>
<p>All airfield areas not listed below.</p> <p>Bldg. 2301 Office administrative 4,877 sq. ft.</p> <p>Bldg. 2302 Storage 1,022 sq. ft.</p> <p>Bldg. 2303 Beacon light.</p> <p>Bldg. 2304 Generator 2,184 sq. ft.</p> <p>Bldg. 2307 Shelter 21 ft. <math>\varnothing</math> diameter</p> <p>Bldg. 2311 Guard Post 192 sq. ft.</p> <p>Bldg. 2312 s Storage 2,401 sq. ft. [NB: IS IT REALLY 2,401</p>	<p>2(1)</p>	<p>1</p>	<ul style="list-style-type: none"> <li>• No associated Environmental conditions. Unconfirmed reports of historical de-icing of aircraft at <del>changed</del> <del>wording</del> SEAD 122E De-icing plane <del>rumor</del>- the levels found are expected from the past use of the parcel as a airfield. Subsequent evaluation shows the compounds found are within the Benzo (A) Pyrene toxicity equivalence calculations for acceptable risk. No further investigation is warranted</li>   <li>• Possible LBP exterior and interior.</li> <li>• Heating fuel oil storage see table 3.</li>   <li>• Possible LBP exterior and interior.</li>   <li>• Possible LBP exterior and interior.</li> <li>• Possible LBP exterior and interior.</li> <li>• Diesel fuel oil storage see table 3.</li>   <li>• No associated <del>En</del>vironmental conditions.</li>   <li>• No associated <del>En</del>vironmental conditions.</li>   <li>• No associated <del>En</del>vironmental conditions.</li> </ul>

<p><b>SQ. FT.??]</b> <b>corrected</b></p> <p>Bldg. 2314 Gas chamber 286 sq. ft. <b>[NB: WHAT IS A GAS CHAMBER, AND CAN'T IT BE CALLED SOMETHING ELSE?]</b> <b>wording changed</b></p> <p>Bldg. 2315 Vehicle storage 5,100 sq. ft.</p>			<ul style="list-style-type: none"> <li>• No associated <del>E</del>environmental conditions.</li> <li>• No associated <del>E</del>environmental conditions.</li> </ul>
<p>Bldg.2306 Office administration 8,744 sq. ft.</p>	7(1)PS	1	<ul style="list-style-type: none"> <li>• Possible LBP exterior and interior.</li> <li>• Asbestos transite wall board and shingles.</li> <li>• Heating fuel oil storage see table 3.</li> </ul>
<p>Metal Connex storage sq. ft. <b>[NB: DOES THIS HAVE A BLDG. NUMBER, AND HOW MANY SQ. FT. IS IT?]</b> <b>NO</b> <b>number connex removed</b></p>	107(1)PS	1	<ul style="list-style-type: none"> <li>• No associated <del>E</del>environmental conditions.</li> </ul>
<p>Bldg. 2310 fuel pump 144 sq. ft.</p>	6(2)PS/PR	2	<ul style="list-style-type: none"> <li>• Jet fuel storage see table 3.</li> </ul>
<p>Bldg. 2305 Operations office 5,589 sq. ft.</p>	8(2)PS/PR	2	<ul style="list-style-type: none"> <li>• Possible LBP exterior and interior.</li> <li>• Asbestos transite board.</li> <li>• Heating oil storage and petroleum product spills see table 3.</li> </ul>

<b>Table 1 Description of Property</b>			
<b>Building No. and Property Description</b>	<b>BRAC Parcel Number</b>	<b>Condition Category *</b>	<b>Environmental Condition of Property and Remedial Actions</b>
Aircraft parking and fueling area west of building 2312. 7.43 acres.	56(2)PR	2	<ul style="list-style-type: none"> <li>SEAD 122D, Jet fuel spill. Based on Final Investigation dated February 1999. No further remediation required.</li> </ul>
Pole-mounted electrical transformer	143(2)PR	2	<ul style="list-style-type: none"> <li>Non-PCB oil spill see table 3.</li> </ul>
Trap and skeet range .8 acres	115(3)HR	3	<ul style="list-style-type: none"> <li>Trap house and the two skeet towers asbestos transite wall board.</li> </ul>
Small arms range 2.85 acres.	114(3)HR	4	SEAD 122B; remedial action required to remove the removal of lead bullet fragments and lead contamination in the soil from this small arms range. Approximately 500 cyds of lead contaminated soil was removed from the site. The lead bullets and fragments could not be separated at from this soil during the removal action. Soil was sifted with ½ inch screen. Only small arms bullets and fragments were found. agree

NOTE: Enclosure 1: Airfield Site Map showing locations of buildings. agree

#### The Environmental Condition Codes include:

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent properties). However, the area may have been used to store hazardous substances or petroleum products.

Category 2: Areas where only release or disposal of petroleum products (including migration of petroleum products from adjacent property).

Category 3: Areas where storage, release, disposal, or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action.

Category 4: Areas where storage, release, disposal, or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

BRAC Parcel Number Definitions:

PS: Petroleum Storage

PR: Petroleum Release  
HS: Hazardous Storage  
HR: Hazardous Substance Release

ENCLOSURE 4

**TABLE 2 – NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL**

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Small arms range.	Lead, in the form of bullet fragments	1957 to 1998.	SEAD 122B; remedial action required to remove the removal of lead bullet fragments and lead contamination in the soil from this small arms range. Approximately 500 cyds of lead contaminated soil <del>was</del> were removed from the site. The lead bullets and fragments could not be separated at from this soil during the removal action. Soil was sifted with ½ inch screen. Only small arms bullets and fragments were found. <del>agree</del>
<p>* The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.</p>			

**ENCLOSURE 5**

**Table 3 – Notification of Petroleum Product Storage, Release and Disposal**

<b>Building Number</b>	<b>Name of Petroleum Product(s)</b>	<b>Date of Storage, Release, or Disposal</b>	<b>Remedial Actions</b>
<b>PETROLEUM PRODUCT RELEASE</b>			
Bldg. 2305 Aircraft landing pad	Jet fuel # 4	On 4-17-91 a jet fuel spill occurred on the aircraft landing pad near building 2305.	NYSDEC spill # 9100721. Area was remediated and spill was closed out 4-18-91.
Bldg. 2305 Aircraft landing pad	Jet fuel # 4	On 3-23-92 a jet fuel spill occurred on the aircraft landing pad near building 2305.	NYSDEC spill # 9112997. Area was remediated and spill was closed out 3-24-92.
Aircraft parking and fueling Pad	Jet fuel # 4	Sometime in 1990 a jet fuel spill occurred on the aircraft parking and fueling pad west of building 2312.	SEAD 122D, no spill number. Site investigation indicated that spill had been cleaned up. No evidence of spill was found. No further remedial action required.
Pole mounted electrical transformer	Non PCB oil	On 11-3-92 utility pole #A1-4-8 was knocked over spilling non PCB oil from the electrical transformer which was mounted to it.	NYSDEC spill # 9210155. Area was remediated and spill was closed out 7-19-94.

**UST's and AST's  
(TABLE 3 continued)**

<b>Building Number</b>	<b>Name of Petroleum Product(s)</b>	<b>Date of Storage, Release, or Disposal</b>	<b>Remedial Actions</b>
2304	Diesel fuel	285 gallon AST operated from 1995 to present.	No known releases. A new tank was installed in 1995 and remains active.
2301	#2 fuel oil	1,000 gallon UST operated from 1957 to 1997.	No known releases. Tank was removed and not replaced 4-7-97.
2306	#2 fuel oil	2,000 gallon UST operated between 1957 and 1996. 2000 Gallon AST operated between 1996 and 1997.	No known releases. UST was removed in 1996 and replaced with AST which was removed October 2004.
2305	#2 fuel oil	1,000 gallon UST operated from 1957 to 1997.	No known releases. Tank was removed and not replaced 4-7-97
2310	Jet fuel	17,000 gallon UST operated from 1981 to 1988. 30,000 Gallon UST operated from 1990 to 2004.	1988 tank discovered leaking and was removed 9-22-88. NYSDEC spill #8805363. Area was remediated and spill was closed out 12-2-88. Tank was replaced with a 30,000 gallon UST in 1990 and removed in Nov. 2004

## ENCLOSURE 6

### ENVIRONMENTAL PROTECTION PROVISIONS

The following CERCLA Notice, Covenant, and Access Provisions and Environmental Protection Provisions will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

#### **I. FEDERAL FACILITY AGREEMENT ( FFA)(FFA) [NB: SHOULD BE ALL CAPS TO CONFORM TO OTHER HEADINGS] AGREE**

The Grantor [NB: THE IDENTITY OF THE GRANTOR SHOULD BE NOTED HERE] [REDACTED] acknowledges that Seneca Army Depot Activity (SEDA) has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA). The Grantee [NB: THE IDENTITY OF THE GRANTEE SHOULD BE NOTED HERE] [REDACTED] acknowledges that the United States has provided it with a copy of the SEDA Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency Region II (USEPA) [REDACTED], the State of New York (NYSDEC) [REDACTED], and the Department of the Army, effective January 23, 1993, [REDACTED] agree and will provide the Grantee with a copy of any amendments thereto. The Grantee, its successors and assigns, further agrees that notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with the their use of the Property. The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof. The Grantor shall, however, comply with the provisions of Section II.B. below in the exercise of its rights under the FFA.

#### **II. CERCLA COVENANTS AND NOTICES[NB: SHOULD BE ALL CAPS TO CONFORM TO OTHER HEADINGS] AGREE**

**Pursuant to Sections 120(h)(3) and 120 (h)(4) of the CERCLA:**

##### **A. Notification and Covenants**

1. The Grantor hereby notifies the Grantee that to the extent such information is available on the basis of a complete search of agency files, there was storage and release of hazardous substances, petroleum, petroleum products, or their derivatives on certain portions of the Property. For the purpose of this Deed, "hazardous substances" shall have the same meaning as set forth in §Section [REDACTED] 101(14) of CERCLA. Available information regarding the type, quantity, and location of the hazardous substances found on the Property and action taken is contained in Exhibit D hereof. Based on the [REDACTED] information it has [REDACTED] regarding said storage and release, the Grantor has determined [REDACTED] indicates [REDACTED] AGREE that there is no threat to human health or the environment on the Property.



2. The Grantor hereby covenants that:

a. ~~On those portions of the Property where there was the storage and release of hazardous substances,~~ Pursuant to Section 120(h)(3)(A)(ii)(I) of CERCLA, 42 U.S.C. §9620(h)(3)(A)(ii)(I), the Grantor warrants that [REDACTED] all remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property has been taken before the date of conveyance hereunder; and

b. Pursuant to Section 120(h)(4)(D)(i) of CERCLA, 42 U.S.C. §9620(h)(4)(D)(i), the Grantor warrants that ~~Any~~ ~~Agree~~ additional remedial, response or corrective action found to be necessary with regard to such hazardous substances remaining on the Property after the date of this Deed that resulted from past activities of the Grantor shall be conducted by the Grantor. This covenant shall not apply to the extent such remedial, response, or corrective actions are caused by activities of the Grantee, its successors or assigns.

### **B. Access Rights and Easement**

Pursuant to Section 120(h)(4)(D)(ii) of CERCLA, 42 U.S.C. §9620(h)(4)(D)(ii), ~~The~~ ~~Agree~~ Grantor reserves a right and easement for access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of this Deed. In exercising these rights of access, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in remediation of the Property, and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property by the Grantee, its successors and assigns. Furthermore, any such actions undertaken by the Grantor pursuant to this Section II.B will, to the maximum extent practicable, be coordinated with a representative of the Grantee, its successors and assigns. Grantee agrees that, notwithstanding any other provisions of the Deed, ~~that~~ the Grantor assumes no liability to the Grantee, its successors and assigns, or any other person, should remediation of the Property interfere with the use of the Property by the Grantee, its successors and assigns.

### **C. Transfer Documents**

The Grantee and its successors and assigns covenant and agree that all leases, transfers or conveyances of the Property occurring subsequent to the date of this Deed shall be made expressly subject to, and shall have the benefit of, the provisions contained in this Article II.

## **III. ENVIRONMENTAL BASELINE SURVEY (“EBS”) AND FINDING OF SUITABILITY TO TRANSFER (“FOST”)**

The Grantee has received the technical environmental reports, including the ~~Environmental Baseline Survey (EBS)~~ for the Property, dated March 22, 1996, and as revised on October 30, 1996 and the ~~Finding of Suitability to Transfer (FOST)~~ for SEDA Planned Industrial Development and Warehouse Area, dated July 2002, prepared by the Grantor, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the Property. The Grantee

has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, ownership, use, or occupation of the Property. **[NB: WITH RESPECT TO THE PRIOR SENTENCE, I DON'T SEE THE STATUTORY AUTHORITY FOR SHIFTING OF THE BURDEN TO THE GRANTEE. WAS THIS SOMETHING THAT THE ARMY NEGOTIATED WITH THE STATE? THE STATUTE SETS UP A PRETTY CLEAR CHRONOLOGICAL TEST – "any response action or corrective action found to be necessary after the date of such sale or transfer shall be conducted by the United States" (Section 120(h)(4)(D)(i))]** Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, or contractors, after the conveyance. This Article III shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

#### IV. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (ACM) has been found in buildings and structures on the Property, as described in the EBS. The ACM in buildings and structures on the Property does not currently pose a threat to human health or the environment, and all friable asbestos that posed a risk to human health has either been removed or encapsulated.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; ~~and that~~ The Grantor also assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether **[NB: SHOULD THIS SAY "regardless of whether"?)** Previously ~~negotiated language with NCI/DA~~ the Grantee, its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos in buildings and structures found to be necessary on the Property.

C. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (USEPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and USEPA have determined that such exposure

increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

D. The Grantee acknowledges that it has inspected the Property as to its asbestos and ACM ~~agreed~~ content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

E. The Grantor assumes no liability for any damages to person or property, and gives no warranties, either express or implied, with regard to the presence or absence of asbestos or ACM in buildings and structures, or whether the Property is or is not suitable for a particular purpose. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents, and employees, from and against all suits, claims, demands, ~~or~~ actions, liabilities, judgments, penalties, costs and attorneys' fees arising out of, or in any manner predicated upon, future asbestos abatement or remediation from within buildings and structures on the Property; disposal of ACM or asbestos after conveyance to the Grantee; personal injury, death, or property damages resulting from, related to, caused by, or arising out of exposure to asbestos or ACM ~~within buildings or structures on the Property after the conveyance of such portion of the Property to the Grantee.~~ The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this Section. The Grantee shall not be responsible for indemnifying or holding the Grantor harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of exposure to asbestos that occurred prior to the date of the lease in furtherance of conveyance for the Property dated October 4, 1999.

#### V. NOTICE OF THE PRESENCE OF LEAD BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.

A. The Grantor covenants that the Property was not used as "Residential Real Property."<sup>7</sup> The Grantee covenants that the Property is not intended to be used a "Residential Real Property" or occupied by children under ~~six 6~~ six 6 years of age. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than ~~six 6~~ six 6 years of age resides or is expected to reside in such housing) or any ~~zero~~ zero-bedroom dwelling). ~~Agree with changes~~

B. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint (LBP). Lead from paint, paint chips, and dust can pose health hazards if not managed properly. The Grantee is notified that the Property may present exposure to lead from ~~lead-based paint~~ LBP that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Under federal law, the seller of any interest in residential real property is required to provide the buyer with any information on ~~-based paint~~ LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known ~~-based paint~~ LBP hazards.

C. Available information concerning known ~~based-paint~~LBP and/or ~~based-paint~~LBP hazards, the location of ~~based-paint~~LBP and/or ~~based-paint~~LBP hazards, and the condition of painted surfaces is contained in the ~~Environmental Baseline Survey~~EBS dated March 22, 1996. The Grantee hereby acknowledges receipt of all of the ~~Environmental Baseline Survey~~entire EBS. In addition, the Grantee acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of ~~based-paint~~LBP and/or ~~based-paint~~LBP hazards prior to execution of this document. [REDACTED]

D. The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents, and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs, and attorney's fees arising out of, or in a manner predicated upon personal injury, death, or property damage resulting from, related to, caused by, or arising out of ~~based-paint~~LBP or ~~based-paint~~LBP hazards on the Property if used for Residential Real Property. The Grantee shall not be responsible for indemnifying or holding the Grantor harmless from any suits, claims, demands, actions, liabilities, judgments, costs, and attorney's fees arising out of exposure to ~~based-paint~~LBP occurring prior to the date of the lease in furtherance of conveyance for the Property dated October 4, 1999. Agree with changes

E. The Grantee, its successors and assigns, covenants that they will include the LBP notice set forth in paragraph V.B. in all subsequent transfers, leases, or conveyance documents that include Residential Real Property. Agree with changes

## VI. NOTIFICATION OF THE PRESENCE OF RADON AND COVENANT

Available and relevant radon assessment data pertaining to the Property is located in the ~~Environmental Baseline Survey~~ (EBS), dated March 22, 1996. According to said radon assessment data, those structures shown as Buildings 2301, 2305, 2306, and 2311 were tested and radon was not detected at above the EPA residential action level of 4 picocuries per liter (pCi/l). The Grantee, its successors and assigns, covenant that they will include this radon notice in all subsequent conveyance documents that include said untested buildings and/or structures, or any portion thereof.

## VII. MUNITIONS AND EXPLOSIVES OF CONCERN NOTICE

A. The Grantee, its successors and assigns, are hereby notified that the Property was previously part of the Seneca Army Depot. Seneca Army Depot was used for military munitions storage from 1941 to 2000. Based upon a comprehensive archive records search, the Grantor has determined that there is no evidence of munitions and explosives of concern on the Property. However, there are munitions response sites (MRS) adjacent to the Property that are being retained by the U.S. Army. No unauthorized public access to these adjacent MRS is permitted. The term "munitions and explosives of concern" (MEC) means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. Areas with MEC are identified in Deed Exhibit \_\_\_\_\_. Agree with changes

B. Notwithstanding the comprehensive archive records search, the parties acknowledge that because of the Property's former use as an active military installation there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the ~~Llocal Ppolice Ddepartment~~ so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

C. The Grantee acknowledges receipt of the Seneca Army Depot Activity Ordnance and Explosives Archive Search Report dated December 1998 and the Revised Final Characterization Report Small Arms Range - Airfield (SEAD 122B) dated October 2004.

### VIII. INDEMNIFICATION

Notwithstanding any other provision of this Deed, the Grantor recognizes its obligation to comply with Section 330 of the Department of Defense Authorization Act of 1993, as amended. [NB: **SHOULDN'T THIS PARAGRAPH SPELL OUT MORE ABOUT WHAT INDEMNIFICATION IS REQUIRED? OR IS IT ENOUGH TO SIMPLY REFER TO THIS SECTION 330???** ~~Department of Army has determined that this is sufficient to reference the section on.~~

**ENCLOSURE 7**  
**REGULATORY AND PUBLIC COMMENTS**

**ENCLOSURE 8**  
**ARMY RESPONSE**

~~Amendment~~Addendum Number 1  
~~To~~  
FINDING OF SUITABILITY TO TRANSFER (FOST)  
SENECA ARMY DEPOT ACTIVITY (SEDA)  
PRISON Prison Parcel, Water Distribution System, and Sewage Collection and Treatment ~~s~~Systems  
(Prison Parcel)

**1. Purpose.** This ~~addendum~~amendment updates the Prison Parcel -FOST to reflect the completion of the Area 44A Munitions Response.

**2. Background.** In August, 2000, the Army prepared the Prison Parcel FOST to support the transfer of approximately 700 acres at SEDA<sup>22</sup> ~~[to the State of New York (the Transferee)](?)]~~. The Prison Parcel FOST included the Area 44A site (BRAC parcel number[s] 120Q-x and 60 (6)HR) that the Army retained pending completion of the necessary munitions response activities. The Area 44A site ~~(also referred to herein as the “site” or “property”)~~ includes ~~[NB: INSTEAD OF “includes,” SHOULDN’T THE TERM BE “is comprised of”]~~ approximately 25 acres of undeveloped land.

### 3. Munitions Response

a. The Area 44A site was used by the Army from approximately 1960 to 1980 for quality assurance testing of munitions components. This use resulted in the presence of MEC at the site. The term “munitions and explosives of concern” or “MEC,” means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

b. From August 16, 2001 to June 6, 2002, the Army conducted a munitions response ~~to~~for MEC ~~was conducted at the site~~. The site was excavated to a depth of one foot, and that soil was sifted to remove, inspect, and dispose of MEC. The sifted soil was returned to the site. ~~[NB: WAS ANY SOIL REMOVED OR REPLACED? IF SO, SHOUDN’T THIS BE STATED HERE AND WHEREVER THE REMEDIAL WORK IS DESCRIBED?]~~ Subsequently, the site was geophysically mapped, and all anomalies (i.e., metal objects) ~~[NB: WHAT DOES THE TERM “ANOMALIES” MEAN HERE? IT NEEDS FURTHER EXPLANATION]~~ were removed. During the response, 22 UXO items (40 MM practice grenades), 2,550 lbs of munitions debris (MD), and 1,501 lbs of non-MD scrap were removed from the site. The 22 UXO items were detonated at the SEAD Open Detonation Grounds and the MD and non-MD scrap was disposed of at a local smelter.

c. In ~~the~~ Weston Solutions Final Report “UXO and Soil Remediation For Site 44A,” dated May 2003, the Army concluded that at the site “all grid areas mapped and cleared by WESTON passed QC/QA criteria specified in the ESS (USACE, April 2000).” Based on the munitions response completed, the Army~~USACE~~ concludes that MEC does not potentially exist below the removal depth and the property may be released for unrestricted use.<sup>22</sup>

d. The Army provided the Ttransferee ~~[NB: SHOULDN’T THE TRANSFEREE HAVE BEEN DEFINED ABOVE SOMEWHERE?]~~ a copy of Weston Solutions Final Report, which is also on file at Seneca Army Depot Activity~~SEDA~~ in the Administrative Record. A summary of MEC discovered on the



property is provided in the attached Notification of Munitions and Explosives of Concern. Given the property's past use, the deed by which the property will be transferred will include both a Notification of MEC and an MEC Notice (see Enclosures).

**4. Regulatory/Public Comment** – The Army distributed for review and comment a copy of this FOST AmendmentAddendum to the United States Environmental Protection Agency Region II ~~EPA Region II~~, the New York State Department of Environmental Conservation (~~NYSDEC~~), and the transferee.

**5. Findings of Suitability to Transfer**. As a result of the completed munitions response and USACE's determination that the property may be released for unrestricted use, there are no longer any potential unresolved environmental or explosive safety issues associated with the SEAD 44A. The Site is suitable to transfer subject to the terms and conditions set forth in the attached Environmental Protection Provisions. The SEAD 44A deed shall include the attached MEC Notice (Enclosure 1) and Environmental Protection Deed Provisions (Enclosure 2). A copy of this ~~amendment~~ FOST Addendum will be included with the Prison Parcel FOST.

Raymond J. Fatz  
Deputy Assistant Secretary of the Army  
(Environment, Safety and Occupational Health)  
OASA(I&E)

Date: \_\_\_\_\_

**ENCLOSURE 1: NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)\***

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
SEAD 44A QA Function Test Range	Unexploded Ordnance (UXO)	1960 — 1980	SEAD 44A is a 25-acre, former quality assurance function test range for munitions components that was used by the Army from 1960 - 1980. From 16 August 2001 to 6 June 2002, the Army conducted a munitions response to MEC <del>was conducted</del> at the site. The site was excavated to a depth of one foot and that soil was sifted to remove, inspect and dispose of MEC. Subsequently, the site was geophysically mapped, and all anomalies (i.e., metallic objects) <del>[NB: AGAIN, THIS TERM NEED TO BE FURTHER DEFINED]</del> were removed. During the response, 22 UXO items (40 MM practice grenades), 2,550 lbs of munitions debris (MD), and 1,501 lbs of non-MD scrap were removed from the site. The 22 items were detonated at the SEAD Open Detonation Grounds. The MD and non-MD scrap was disposed of at a local smelter. In the Weston Solutions Final Report "UXO and Soil Remediation For Site 44A," dated May 2003, the Army concluded that at the site "all grid areas mapped and cleared by WESTON passed QC/QA criteria specified in the ESS (USACE, April 2000)." Given the munitions response completed, <del>USACE</del> the Army concludes that MEC does not potentially exist below the removal depth and that the property may be released for unrestricted use. <sup>22</sup>

\*Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

## ENCLOSURE 2: ENVIRONMENTAL PROTECTION DEED PROVISIONS

STEVE – I HAVE PREPARED RESPONSES TO THE NB COMMENTS (SEE YELLOW HIGHLIGHTED COMMENTS). WE WILL REVIEW THE EDITORIAL CHANGES AND CAN ACCEPT CHANGES THAT FIX TYPOS OR OTHERWISE IMPROVE THE DEED LANGUAGE. HOWEVER, WE GENERALLY CAN'T ACCEPT STYLISTIC CHANGES. THE EPP PROVISIONS ARE BASED ON THE MODEL LANGUAGE ISSUED BY THE ARMY OFFICE OF GENERAL COUNSEL. HOPEFULLY, EPA WILL UNDERSTAND AND WE CAN FOCUS ON THE SUBSTANTIVE ISSUES.

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment. Note – the Federal Facility Agreement (FFA) language, CERCLA Covenant and Notice Provision, and Environmental Baseline Provisions set forth below are based on the language in the original deed transferring the Prison Parcel property.

### I. Federal Facility Agreement (FFA)

The Grantor [NB: THE TERMS "GRANTOR" AND "GRANTEE" SHOULD BOTH BE DEFINED IN THIS PARAGRAPH. IS THE GRANTOR THE UNITED STATES? IF SO, IT SHOULD BE STATED. THE UNITED STATES IS REFERRED TO IN THE NEXT PARAGRAPH AS IF IT IS A GRANTOR.] acknowledges that Seneca Army Depot Activity (SEDA) has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA). The Grantee acknowledges that the United States has provided it with a copy of the SEDA Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency Region II, the State of New York, and the Department of the Army, effective January 23, 1993 and will provide the Grantee with a copy of any amendments or addenda thereto. The Grantee, its successors and assigns, further agrees that notwithstanding any other provisions of this ~~Deed~~, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Area 44-A site property (Property). The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof. The Grantor shall, however, comply with the provisions of Section II.B. below in the exercise of its rights under the FFA.

### I. CERCLA Covenants, Access Rights and Easement, and -Transfer Documents

#### A. CERCLA Covenants

[NB: DOESN'T THIS COVENANT HAVE TO BE IN HERE? I'M NOT AWARE OF WHETHER A "DEFERRAL" HAS TAKEN PLACE PURSUANT TO SECTION (h)(3)(C) WITH RESPECT TO THIS PROPERTY, IF NOT DEFERRAL, THEN THE FOLLOWING COVENANT NEEDS TO BE INCLUDED] 1. Pursuant to Section 120(h)(3)(A)(ii)(I) of CERCLA, 42 U.S.C. §9620(h)(3)(A)(ii)(I), the United States warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this deed;

2. Pursuant to ~~s~~Section 120(h)(4)(D)(i) of the ~~Comprehensive Environmental Response, Compensation, and Liability Act of 1980~~ CERCLA, (42 U.S.C. §9620(h)(34)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for hazardous substances existing on the ~~p~~Property prior to the date of this deed shall be conducted by the United States. This warranty shall not apply in any case in which the person or entity to whom the ~~p~~Property is transferred is a potentially responsible party with respect to hazardous substances contamination of such pProperty. For purposes of this

warranty, Grantee shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the Property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives on such Property.

### **B. Access Rights and Easement**

Pursuant to Section 120(h)(4)(D)(ii) of CERCLA, 42 U.S.C. §9620(h)(4)(D)(ii), ~~T~~the Grantor reserves a right and easement for access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of this Deed. In exercising these rights of access, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, at least 30 days prior written notice of actions to be taken in remediation of the Property, and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property by the Grantee, its successors and assigns. Furthermore, any such actions undertaken by the Grantor pursuant to this Section II.B. will, to the maximum extent practicable, be coordinated with a representative of the Grantee, its successors and assigns. Grantee agrees that, notwithstanding any other provisions of the ~~D~~eed, that the Grantor assumes no liability to the Grantee, its successors and assigns, or any other person, should remediation of the Property interfere with the use of the Property by the Grantee, its successors and assigns.

### **C. Transfer Documents**

The Grantee and its successors and assigns covenant and agree that all leases, transfers, or conveyances of the Property occurring subsequent to the date of this ~~D~~eed shall be made expressly subject to, and shall have the benefit of, the provisions contained in this Article \_\_\_\_\_I.

## **II. ENVIRONMENTAL BASELINE SURVEY (“EBS”) AND FINDING OF SUITABILITY TO TRANSFER (“FOST”)**

The Grantee has received the technical environmental reports, including the EBS for the Property, dated March 22, 1996, ~~and~~ (as revised on October 30, 1996) and the FOST for SEDA North Depot Area, dated November 1999, prepared by the Grantor, and agrees, to the best of the Grantee’s knowledge, that ~~they~~these reports accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property safe for the Grantee’s intended use. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly-discovered substance was due to Grantor’s activities, ownership, use, or occupation of the Property. [NB: WITH RESPECT TO THE PRIOR SENTENCE, I DON’T SEE THE STATUTORY AUTHORITY FOR SHIFTING OF THE BURDEN TO THE GRANTEE. WAS THIS SOMETHING THAT THE ARMY NEGOTIATED WITH THE STATE? THE STATUTE SETS UP A PRETTY CLEAR CHRONOLOGICAL TEST – “any response action or corrective action found to be necessary after the date of such sale or transfer shall be conducted by the United States” (Section 120(h)(4)(D)(i))] Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Article III shall not affect the Grantor’s responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules, and regulations, or by the Grantor’s indemnification obligations under applicable laws.

## **III. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)**

A. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC ~~means~~ includes specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The site which comprises the Property, SEAD 44A, was used from 1960 to 1980 for quality assurance testing of munitions components. This use resulted in the presence of MEC at the site. From August 16, 2001 to June 6, 2002, a munitions response to MEC was conducted at the site. The site was excavated a depth of one foot and that soil was sifted to remove, inspect and dispose of MEC. Subsequently, the site ~~was~~ geophysically mapped, and all anomalies were removed. During the response, 22 UXO items (40 MM practice grenades), 2,550 lbs of munitions debris (MD), and 1,501 lbs of non-MD scrap was removed from the site. ~~In t~~The Final Report "UXO and Soil Remediation For Site 44A," dated May 2003, the Army concluded "all grid areas mapped and cleared by WESTON passed QC/QA criteria specified in the ESS (USACE, April 2000)." Given the munitions response completed, ~~USACE~~the Army concluded that MEC does not potentially exist below the removal depth and that the ~~p~~Property may be released for unrestricted use." A summary of MEC discovered on the ~~p~~Property is provided in Exhibit      [**Include the Notification of Munitions and Explosives of Concern (MEC) as a deed exhibit**]. The map depicting the location of munitions response ~~site~~at the Property is provided at ~~D~~deed Exhibit          ( Figure 3).

C. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that, given the Property's former use, there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the ~~L~~ocal P~~olice~~ ~~D~~e~~partment~~ so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable laws and regulations.

#### D. Easement and Access Rights.

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which an explosives or munitions emergency response or a munitions response action is found to be necessary, or such access and entrance is necessary to carry out such response actions on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional munitions responses (e.g., investigation, sampling, testing, test-pitting, surface and subsurface removal operations), or any other response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. The Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the ~~p~~Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the ~~g~~Grantee ~~nor~~ its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents,

contractors of any tier, or servants pursuant to and in accordance with this Paragraph D. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

E<sub>2</sub>. The Grantee acknowledges receipt of the Final Report “UXO and Soil Remediation For Site 44A” prepared by Weston Solutions.

#### **IV. INDEMNIFICATION**

Notwithstanding any other provision of this ~~D~~ deed, the Grantor recognizes its obligation to comply with Section 330 of the Department of Defense Authorization Act of 1993, as amended. [NB: SHOULDN'T THIS PARAGRAPH SPELL OUT MORE ABOUT WHAT INDEMNIFICATION IS REQUIRED? OR IS IT ENOUGH TO SIMPLY REFER TO THIS SECTION 330??]

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**DRAFT FINAL**  
**Land Use Control Remedial Design**  
**For**  
**SEAD 27,66, and 64A**  
**Seneca Army Depot Activity**  
**Romulus, New York**

**Prepared by**  
**Seneca Army Depot Activity**

**(June2005)**

**Land Use Control Remedial Design**  
**For**  
**Planned Industrial/Office Development or Warehousing Areas SEAD 27, 66, and 64A**  
**Seneca Army Depot Activity**  
**Romulus, New York**  
**(June 2005)**

**1. Purpose:**

The Record of Decision (ROD) Sites Requiring Institutional Controls in the Planned Industrial/Office Development or Warehousing Areas dated July 2004 (PID/Warehouse Area ROD) recommended establishing institutional controls (ICs) in the form of land use controls (LUCs) at purpose of this plan is to describe the Institutional Controls (“ICs”) that have been applied by the Department of the Army (“Army”) as part of the remedy for the SEAD sites Seneca Army Depot (SEAD) 27, 66, and 64A (“Sites”). The LUCs were recommended to be applied to the entire PID/Warehouse. These ICs were chosen in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) and, to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan. These ICs are intended to be protective of human health and the environment under the current and anticipated future land use of the site.

**2. Land Use Control (LUC) Objectives:**

The PID/Warehouse Area ROD LUC Objectives at for the Sites which will also be incorporated into deeds and/or leases for the PID/Warehouse Area SEAD 27,66, and 64A are as follows:

- Prevent residential housing, elementary and secondary schools, childcare facilities and playgrounds activities .
- Prevent access to or use of the groundwater until NYS Class GA Groundwater Standards are met.
- Prevent unauthorized excavation at the SEAD 64A site (See Section 5 for SEAD 64A site excavation approval procedures) ~~with out the expressed written consent of the Army, the EPA and the NYSDEC.~~

A map showing the location of the Sites SEAD 27, 66, and 64A and the location of the land use restrictions ~~there upon~~ is attached hereto as the Land Use Restriction Map (Enclosure 1).

Note - The PID/Warehouse Area ROD proposed establishment of an area-wide set of land use restrictions for the PID/Warehouse Area. ~~The land use restrictions will be imposed and maintained on all the property within the identified as the Planned Industrial Development (PID) and Warehouse Area herein called the Parcel—~~The area-wide land use restrictions will simplify IC implementation by having a single set of land use restrictions for the Parcel and is consistent In addition, area-wide restrictions are consistent with the future anticipated land use of the property. The PID/Warehouse Area ROD also includes No Action/No Further Action Sites (NA/NFA site). Upon request by a future property owner, the Army, USEPA, and NYSDEC will evaluate requested variance for land use restrictions in a NA/NFA site on a site-by-site basis.



~~The land use restrictions will be imposed and maintained on all the property within the identified as the Planned Industrial Development (PID) and Warehouse Area herein called the Parcel. The area-wide land use restrictions will simplify IC implementation by having a single set of land use restrictions for the Parcel. In addition, area-wide restrictions are consistent with the future anticipated land use of the property.~~

### **3. LAND USE CONTROL (LUC) IMPLEMENTATION ACTIONSMECHANISMS:**

The following LUC Implementation Actions ~~are describe requirements and laws which serve as means to which LUC monitoring will be achieved and implemented to prevent future violation of the LUC restrictions:~~

A. Lease restrictions – Prior to the Army transferring the PID/Warehouse Area, the Army will include appropriate lease restrictions to implement the LUC Objectives. These lease restrictions shall remain in place until the PID/Warehouse Area is transferred by deed, at which time they will be superseded by the Deed restrictions.

B. Deed restrictions - The PID/Warehouse Area property Parcel will be transferred with the land use restrictions consistent with the above LUC ObjectivesRestrictions. These LUC Restrictions will be set forth in the deed for the PID/Warehouse Area property. Parcel. The deed will be recorded in the Seneca County Clerk’s Office. The Army shall provide a copy of the executed PID/Warehouse Area deed to the USEPA Region II and NYSDEC.

CB. Environmental Easement - The Army will prepare an environmental easement consistent with N.Y. Code Env. Section 27-1318(b) which will be recorded immediately prior to the Parcel transfer of the PID/Warehouse Area property from the federal government. The environmental easement will ensure the ability of the New York State Department of Environmental Conservation’s (“NYSDEC”) to enforce the LUC Restrictions in the future. A notification about the existence of the environmental easement will be identified in the deed associated with the parcel transfer.

DC. Zoning - The PID/Warehouse Area propertyParcel is subject to the Town of Romulus zoning code. The Town of Romulus zoning code establishes land uses for conservation/recreation, residential, and commercial/-industrial activity in the Town. The Parcel is currently zoned by the Town of Romulus as commercial/industrial. See Romulus Zoning Map (figure 2).

Note – The Paragraph DC “Zoning” is provided for information purposes only since the Town of Romulus is responsible for local zoning.

ED. Annual Certification – On or before June 1<sup>st</sup> of each year, the Army or future property owners will annually submit a written statement to the Army, USEPA Region II and the NYSDEC in accordance with N.Y. Code Env. Section 27-1318(c). The statement will be prepared by a professional engineer or other environmental professional that the institutional and engineering controls put in place are unchanged from the previous certification and that nothing has occurred that would impair the ability of the control to protect human health and the environment or that would constitute a violation of or failure to comply with any operation and maintenance or site management plan.

F. Five Year Review - The Army will review the LUC remedy as part of the 5 year review and report. The report will address the effectiveness of the of the LUC remedy and whether any LUC Mechanism should be modified.

#### 4. LAND USE CONTROLS (LUC) ENFORCEMENT

A. The Army and NYSDEC, LUC Enforcement. If a LUC Objective violation is discovered by the Army or the NYSDEC, the the Army Agency discovering the violation will attempt to resolve the matter informally with the party responsible for the violation (i.e., the property owner or occupant). If the matter is resolved, the Army, the Army or NYSDEC, will notify the other party and the USEPA Region II and NYSDEC of the LUC Objective violation and nature of its resolution (e.g., corrective action).

B. NYSDEC LUC Enforcement. If a LUC Objective violation is discovered by the NYSDEC, the NYSDEC will attempt to resolve the matter in accordance with the enforcement procedures set forth in the Environmental Easement. If the matter is resolved, the NYSDEC will notify the Army and USEPA Region II of LUC Objective violation and nature of its resolution (e.g., corrective action).

If LUC Objective violation cannot be resolved informally, the Army, USEPA Region II, and NYSDEC will consult on appropriate enforcement actions. reserve the right to take appropriate enforcement measures against the responsible party. Nothing in this provision shall be construed to limit, the ability of the Army, USEPA Region II, and NYSDEC to take appropriate enforcement measures against the party responsible for LUC Objective violations.

#### 5. LAND USE CONTROLS MODIFICATION/~~TERMINATION~~

This RD may be modified and/or terminated by the Army or future owner by requesting a modification of the LUC Objectives (e.g., approval to excavate at Site 64A) or Mechanisms (e.g., changing the frequency of the annual certification, etc.) in writing to the Army, USEPA Region II, and to NYSDEC. If the Army, EPA and NYSDEC determine that it is appropriate to modify the LUC Objectives or Mechanisms, the Army, USEPA Region II, and NYSDEC will provide written approval of modification request and the Army will revise the RD accordingly.

Note that the Environmental Easement may be amended only by a written amendment executed by the NYSDEC Commissioner and filed with the Seneca County Clerk's Office.

#### 6. LUC RD SUPPLEMENTATION

The PID/Warehouse Area includes \_\_\_\_\_ sites that have been retained by the Army pending completion of ongoing and scheduled investigations and remedial actions by the Army ("Army Retained Sites"). These sites include appropriate fencing and/or warning signs to control unauthorized access. Upon completion of the Army investigation and remedial actions, the Army Retained Sites will be transferred to the Seneca County Industrial Development Authority (SCIDA). If any of these Retained Sites require IC's, this LUC RD will be supplemented to identify any additional LUC Objectives and LUC Implementation Actions. The Army Retained Sites are identified on the Land Use Restriction Map (Enclosure 1).

#### 76. LUC RD TERMINATION

This LUC RD shall remain in effect until such time as the Army, EPA and NYSDEC agree that concentrations of hazardous wastes or hazardous constituents have been reduced to levels that allow for unrestricted use of the property (e.g., the groundwater contamination levels are below the NYS GA water quality standards and the soil contamination levels are below levels

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that equate to an excess lifetime cancer risk of  $1 \times 10^{-6}$  and a Hazard Index of 1.0). If the results of inspections indicate that the remedial objectives are nearing completion and that specific LUC mechanisms may no longer be needed, Army will request a meeting with the EPA and NYSDEC to determine whether the terms of this LUC RD may be modified.

**Main Identity**

---

**From:** "Citron, Stan Civ AMCCC" <stan.citron@us.army.mil>  
**To:** "Stephen.M.Absolom@us.army.mil" <stephen.m.absolom@us.army.mil>  
**Cc:** "DeBack, John P Mr BRACO" <john.deback@us.army.mil>; "Bird, Susan M Ms USALSA" <Susan.Bird@hqda.army.mil>; "Barfield, Kate S Ms LITCTR" <Kate.Barfield@hqda.army.mil>; "Wilson, Creighton H USAEC" <creighton.wilson@us.army.mil>  
**Sent:** Thursday, June 02, 2005 12:59 PM  
**Attach:** LUC RD Plan (2 Jun 05).doc; SENECA DRAFT LUC RD Plan.doc  
**Subject:** FW: Draft LUC Plan (RD) for Seneca (UNCLASSIFIED)

Steve -

Please see proposed revisions to the SEAD LUC RD and the proposed response to the EPA LUC RD comments.

KATE - The SEAD Commander's rep (Steve Absolom) has been talking to EPA Region II. Steve believes that we may be able to resolve EPA's LUC RD concerns. I believe we can work this issue at the installation level at least for the time being and the latest revisions/response is consistent with our discussion and the guidance that you provided on the SEAD LUC RD. If you have any questions or concerns, please give me a call so that we can discuss further.

Stan <<LUC RD Plan (2 Jun 05).doc>>

STANLEY R. CITRON  
 Associate Counsel  
 Office of the Command Counsel  
 Headquarters, U.S. Army Materiel Command  
 9301 Chapek Road  
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 (703) 806-8874 (fax)

-----Original Message-----

From: Vazquez.Julio@epamail.epa.gov [<mailto:Vazquez.Julio@epamail.epa.gov>]

Sent: Wednesday, May 18, 2005 2:43 PM

To: Stephen Absolom

Cc: Boes, Christopher D ; Bethoney, Charlotte M. ; Hoddinott, Keith ; Gupta, Kuldeep; Jones, Pat ; Battaglia, Randy ; Citron, Stan Civ AMCCC; Heino, Todd

Subject: Draft LUC Plan (RD) for Seneca

Steve:

Please find attached our recommended modifications to the subject document, as well as our comments below. I think e-mail would be best to process this document, but if you may need a hard copy let me know.

Comments:

1. The following language should be included in the subject document:

a. "Deed Restrictions: "Each transfer of fee title from the United States will include a CERCLA 120(h)(3) covenant which will have a description of the residual contamination on the property and the environmental use restrictions, expressly prohibiting activities inconsistent with the performance measure goals and objectives.

The environmental restrictions are included in a section of the CERCLA 120(h)(3) covenant that the United States is required to include in the deed for any property that has had hazardous substances stored for one year or more, known to have been released or disposed of on the property. Each deed will also contain a reservation of access to the property for the Army, USEPA, and NYSDEC, and their respective officials, agents, employees, contractors, and subcontractors for purposes consistent with the Army Installation Restoration Program

("IRP") or the Federal Facility Agreement ("FFA"). The deed will contain appropriate provisions to ensure that the restrictions continue to run with the land and are enforceable by the Army."

**RESPONSE - At SEAD, we have already prepared and coordinated with EPA Region II the environmental protection deed language that will be included in the PID Warehouse Area transfer. We believe that the current LUC RD Deed Restriction language is sufficient and that a generic description of the CERCLA covenant process is not particularly helpful.**

b. "Lease Restrictions: " During the time between the adoption of this LUC Plan and deeding of the property, equivalent restrictions are being implemented by lease terms, which are no less restrictive than the use restrictions and controls described above, in this LUC Plan. These lease terms shall remain in place until

the property is transferred by deed, at which time they will be superseded by the institutional controls described in this LUC Plan."

**RESPONSE - The lease restriction language is a good suggestion. We have incorporate "lease provisions" as a LUC Implementation Action.**

c. "Notice: "Concurrent with the transfer of fee title from the Army to transferee, information regarding the environmental use restrictions and controls will be communicated in writing to the property owners and to appropriate state and local agencies to ensure such agencies can factor such conditions into their oversight and decision-making activities regarding the property."

**RESPONSE - The deed and environmental easement will include information notifying the transferee regarding land use restrictions and controls. The Army does not believe that it is necessary to notify state and local agencies since the PID/Warehouse Area property is already subject to zoning restrictions.**

2. "The Army will provide notice to EPA and NYSDEC at least six (6) months prior to any transfer or sale of the PID/Whse Area so that EPA and NYSDEC can be involved in discussions to ensure that appropriate provisions are included in the transfer terms or conveyance documents to maintain effective ICs. If it is not possible for the facility to notify EPA and NYSDEC at least six months prior to any transfer or sale, then the facility will notify EPA and NYSDEC as soon as possible but no later than 60 days prior to the transfer or sale of any property subject to ICs. The Army shall provide a copy of executed deed or transfer assembly to EPA and NYSDEC."

**RESPONSE - This language seems more appropriate for active installation. In this case, we've been working with EPA and NYSDEC for approximately 10 years as part of the Base Clean Up team. The LUC RD was revised to state that a copy of the executed deed will be provided to the regulators.**

3. "Prior to seeking approval from the EPA and NYSDEC, the recipient of the property must notify and obtain approval from the Army of any proposals for a land use change at a site inconsistent with the use restrictions and assumptions described in this LUC Plan."

**RESPONSE - Given the nature of the land use restrictions (i.e., no no residential, etc.), any land use change will require modification of the LUC**

## Objectives.

4. "The Army shall not modify or terminate Land Use Controls, implementation actions, or modify land use without approval by EPA and the NYSDEC. The Army shall seek prior concurrence before any anticipated action that may disrupt the effectiveness of the LUCs or any action that may alter or negate the need for LUCs."

**RESPONSE - This language seems more appropriate for an active installation. However, the LUC RD Modification Section was revised to require any requests to modify the LUC Objectives or Mechanisms be submitted to the Army, EPA Region II, and NYSDEC.**

5. "Any activity that is inconsistent with the IC objectives or use restrictions, or any other action that may interfere with the effectiveness of the ICs will be addressed by the Army as soon as practicable, but in no case will the process be initiated later than 10 days after the Army becomes aware of the breach."

**RESPONSE - This language seems more appropriate for an active installations. The Army believe that the revised LUC RD LUC Enforcement section more appropriately addresses IC enforcement for the PID/Warehouse Area transferring property.**

6. "The Army will notify EPA and NYSDEC as soon a practicable but no longer than ten days after discovery of any activity that is inconsistent with the IC objectives or use restrictions, or any other action that may interfere with the effectiveness of the ICs. The Army will notify EPA and NYSDEC regarding how the Army has addressed or will address the breach within 10 days of sending EPA and NYSDEC notification of the breach."

**RESPONSE - See response to comment #5.**

7. On page 3, delete the EPA reservation of rights clause in paragraph A. Paragraph A. should only discuss what the Army will do to enforce the ICs.

**RESPONSE - The LUC Principles state that the EPA and Navy (i.e. Army) will consult on appropriate enforcement actions. The LUC RD enforcement section was revised to reflect the LUC Principles.**

8. "Monitoring of the environmental use restrictions and controls will be conducted annually by the Army. The monitoring results will be included in a

separate report or as a section of another environmental report, if appropriate, and provided to the USEPA and the NYSDEC. The annual monitoring reports will be used in preparation of the Five Year Review to evaluate the effectiveness of the remedy.

The annual monitoring report, submitted to the regulatory agencies by the Army, will evaluate the status of the ICs and how any IC deficiencies or inconsistent uses have been addressed. The annual evaluation will address whether the use restrictions and controls referenced above were communicated in the deed(s), whether the owners and state and local agencies were notified of the use restrictions and controls affecting the property, and whether use of the property has conformed with such restrictions and controls."

**RESPONSE - The LUC Principles states that the ROD at transferring properties will need to be crafted based on the responsibilities of the new owner and state-specific laws and regulations. In this case, NY State law imposes LUC reporting requirements on the new property owner. In light of the NY State law, the Army does not believe that an Army annual LUC inspection is appropriate.**

9. Please include a comprehensive listing of the ICs to be implemented by this Plan.

**RESPONSE - It is unclear what a "comprehensive listing of lcs" is. The LUC RD was revised to include a comprehensive listing of "LUC Objectives" and "LUC Implementation Actions" consistent with the LUC Principles.**

Steve, as I mentioned before, it looks like this Draft needs some major work. Please re-work and re-submit. Thanks.

Julio F Vazquez, RPM  
USEPA - Region 2  
Federal Facilities Section

(See attached file: SENECA DRAFT LUC RD Plan.doc)  
Classification: UNCLASSIFIED  
Caveats: NONE  
<<SENECA DRAFT LUC RD Plan.doc>>



## Army's Response to Comments from the US Environmental Protection Agency

**Subject:** Draft Findings Report for SEAD-121J [EBS Site 109(7)]  
Seneca Army Depot Activity  
Romulus, New York

**Comments Dated:** November 3, 2004  
**Date of Comment Response:** December 14, 2004

### Army's Response to Comments

#### I. GENERAL COMMENTS

**Comment 1:** The referenced 1995 Generic QAPP is old and outdated. A reviewed QAPP should have been used for this work. Please furnish information regarding the analytical laboratory used. Details such as the laboratory's name, current certifications for the analyses performed and the specific methods/laboratory SOPs for the relevant procedures are to be included within this Report. In addition, review/update of the Generic SAPP test pitting procedures is needed.

**Response 1:** The EPA provided no comments on the Army's proposed approach and technique when it provided its comments on the Draft Work Plan on March 3, 2004; thus the Army believes that there is inconsistency in the EPA's review of documents. Furthermore, the reference is to a section of the Field Sampling and Analysis Plan, which is not specific to any activity that was performed at a contract analytical laboratory, as is inferred from the Army's review of the remainder of this comment. The procedure being discussed in the work plan and in the report relates directly to the protocol that was proposed and subsequently used to dig the test pits.

In response to the remainder of the EPA's first comment, the laboratory used for the analysis of collected samples was Chemtech, 284 Sheffield Street, Mountainside, New Jersey 07092. In accordance with proposed work plan, and as indicated in the report (see Section 2.4.2.2, page 2.7):

“all soil samples were analyzed for Target Compound List (TCL) VOCs by EPA SW-846 Method 8260B, TCL SVOCs by EPA SW-846 Method 8270C, TCL pesticides and PCBs by EPA SW-846 Method 8081A/8082A, Target Analyte List (TAL) metals by EPA SW-846 Method 6010B and 7471A, and cyanide by EPA Method 9012.” (Parsons, 2004)

Chemtech is NELAP and NYSDOH CLP ASP certified and participates in multiple state certifications for drinking water, ground and surface water, industrial effluents and wastewater, air, contaminated soil and solid/hazardous waste analysis. In addition, Chemtech maintains accreditation with U.S. Naval Facilities Engineering Service Center (NFESC) and U.S. Army Corps of Engineers (USACE), as well as a USDA Soil Permit to accept soil from foreign sources.

**Comment 2:** Additional documentation of the more extensive site observations/visual survey of the mounds, and their surrounding areas was not included within the subject report. Please see our March 3, 2004 Comment No. 2 to the Draft Work Plan (Parsons, 2004).

**Response 2:** Visual observations were made during the July 2004 site work and generally confirmed observations made during the initial site walk in November 2003. The site is an unremarkable vegetated mound covered with trees and topsoil. No staining, debris, or stressed vegetation was observed. The area immediately surrounding the site is a partially wooded field. Additional field observations were added to the site description and were presented in the Draft Findings Report to complete the site description. Specific additional information provided were revised dimensions of the mound based on data collected in the field in July 2004. In addition, it was noted that "the height of the berm is relatively consistent throughout, though it tapers off significantly at the northeastern and southwestern tips." Updated observations about surface water were included in the Findings Report as well. Furthermore, descriptions of the contents of the mound, which is the site, were provided in the test pit logs (Appendix A) to document the field effort. Photographs were collected during the field activity, and these will be added to the Report as an Appendix C.

DRAFT

**DRAFT**  
**Land Use Control Remedial Design**  
**For**  
**SEAD 27,66,and 64A**  
**Seneca Army Depot Activity**  
**Romulus, New York**

**Prepared by**  
**Seneca Army Depot Activity**

**(April 2005)**

**Land Use Control Remedial Design  
For  
SEAD 27,66,and 64A  
Seneca Army Depot Activity  
Romulus, New York  
(April 2005)**

**1. Site Description:**

This plan describes the Institutional Controls (ICs) that have been applied as part of the remedy for SEAD 27, 66, and 64A. The institutional controls were chosen in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and, to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan. These institutional controls are intended to be protective of human health and the environment under the current and anticipated future land use of the site.

**2. Land Use Control (LUC) Objectives:**

The LUC Objectives for SEAD 27, 66, and 64A are as follows:

- Prevent residential housing, elementary and secondary schools, childcare facilities and playgrounds activities at the SEAD 27, 64a, and 66 sites.
- Prevent access to or use of the groundwater at the SEAD 27, 64a, and 66 sites until Class GA Groundwater Standards are met.
- Prevent unauthorized excavation at the SEAD 64A site.

A map showing the location of SEAD 27, 66, and 64A and the land use restrictions location is attached Land Use Restriction Map (Enclosure 1). The land use restrictions will be imposed and maintained on all the property within the PID and Warehouse Area. The area-wide land use restrictions will simplify IC implementation by having a single set of land use restrictions for the entire Parcel. In addition, area-wide restrictions are consistent with the future anticipated land use of the property.

**3. LAND USE CONTROL (LUC) MECHANISMS:**

The following LUC Mechanisms will be implemented to prevent future violation of the LUC restrictions:

A. **Deed restriction** - The former Seneca Army Depot Activity was transferred with the above LUC Restrictions. These LUC Restrictions will be set forth in the deed for the property. The deeds will be recorded at Seneca County Clerk Office 1DiPronio Drive, Waterloo, NY.

B. **Environmental Easement** - The Army will prepare an environmental easement consistent with N.Y. Code Env. Section 27-1318(b) which will be recorded immediately prior to the property's transfer outside the federal government's control. The environmental easement will

ensure the NYSDEC's ability to enforce the LUC Restrictions in the future. The environmental easement will be incorporated into the deed for the property transfer.

C. **Zoning** - The former Seneca Army Depot Activity property is subject to the Town of Romulus Zoning regulations. The zoning establishes land uses for conservation/recreation, residential, commercial/ industrial activity. The property addressed under this plan is zoned commercial/industrial. See Romulus Zoning Map (figure 2).

Note – The Zoning section is provided for information purposes only since the Town of Romulus is responsible for the local zoning regulations.

D. **Annual Certification** – On or before June 1<sup>st</sup> of each year, the Army or future property owners will annually submit a written statement in accordance with N.Y. Code Env. Section 27-1318(c). The statement will be prepared by a professional engineer or other environmental professional that the institutional and engineering controls put in place are unchanged and from the previous certification and nothing has occurred that would impair the ability of the control to protect human health and the environment or constitute a violation of failure to comply with any operation and maintenance or site management plan.

F. **Five Year Review** - The Army will review the LUC remedy as part of the 5 year review and report. The report will address the effectiveness of the of the LUC remedy and whether any LUC Mechanism should be modified.

#### 4. LAND USE CONTROLS (LUC) ENFORCEMENT

A. **Army and EPA LUC Enforcement**. If a LUC Objective violation is discovered by the Army or EPA, the Army or EPA will attempt to resolve the matter informally with party responsible for the violation (i.e., the property owner or occupant). If the matter is resolved, the Army or EPA will notify the other parties (i.e., the Army, EPA, or NYSDEC) of LUC Objective violation and corrective action. If the LUC Objective violation cannot be resolved informally, the Army, EPA, and NYSDEC reserve the right to take appropriate enforcement measures against the responsible party.

B. **NYSDEC LUC Enforcement**. If a LUC Objective violation is discovered by the NYSDEC, the NYSDEC will attempt to resolve the matter accordance with the enforcement procedures set forth in the Environmental Easement. If the matter is resolved, the NYSDEC will notify the other parties (i.e., the Army and EPA) of LUC Objective violation and corrective action. If the LUC Objective violation cannot be resolved informally, the Army, EPA, and NYSDEC reserve the right to take appropriate enforcement measures against the responsible party.

#### 5. LAND USE CONTROLS MODIFICATION/TERMINATION

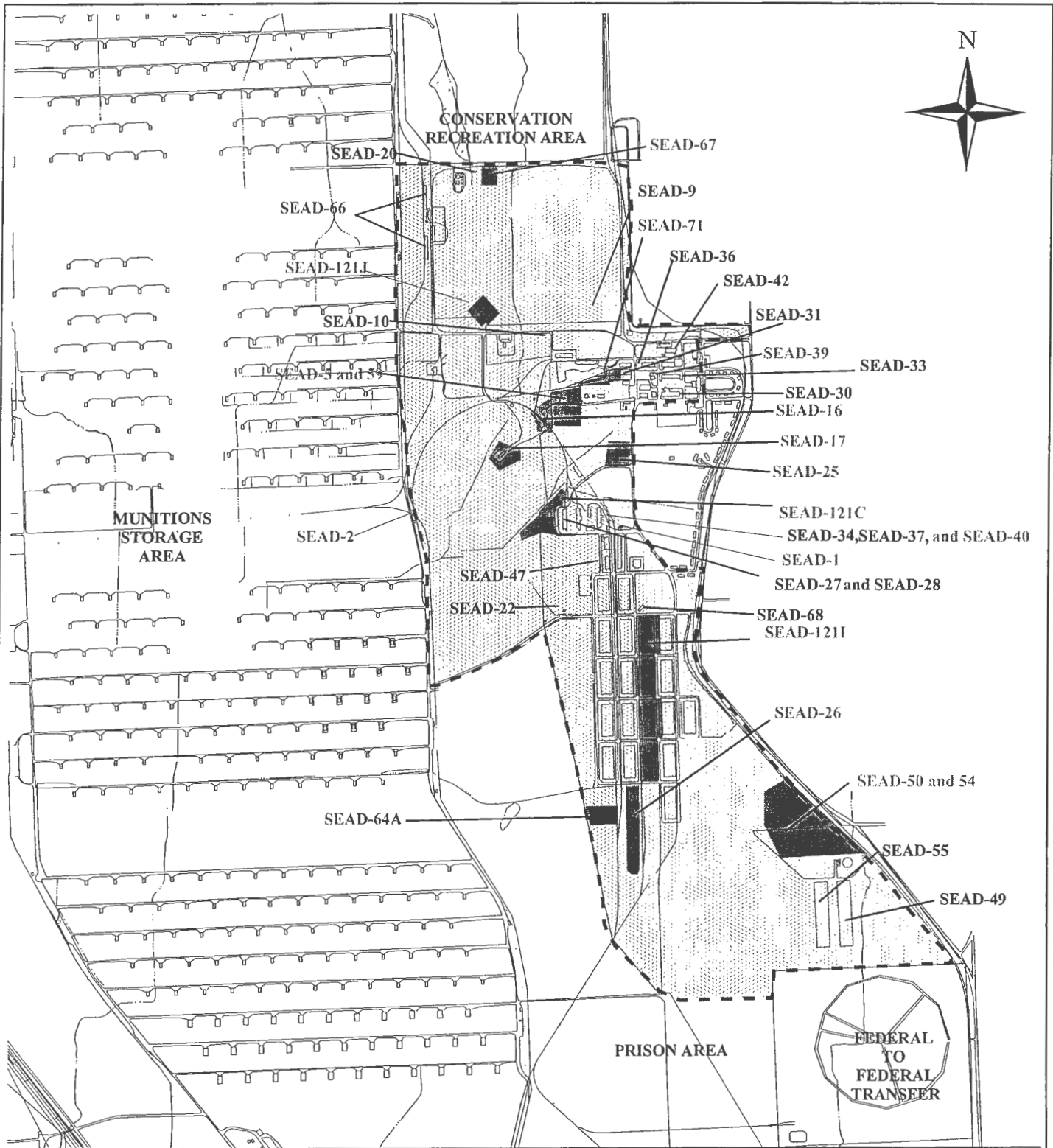
This RD may be modified and/or terminated by the Army or future owner by requesting a modification of the LUC Mechanisms (e.g., frequency of the annual certification, etc.) in writing to the EPA/NYSDEC. If the Army and EPA/NYSDEC determine that it is appropriate to modify the LUC Mechanism, the Army will revise the RD accordingly.

Note – the Environmental Easement may be amended only by an amendment executed by the NYSDEC Commissioner and filed with the office of the recording officer for the county or counties where the Property is situated.




This is the STANDARD

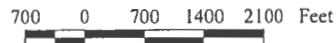
## **6. LUC RD TERMINATION**

This LUC RD shall remain in effect such time as the Army and EPA/NYSDEC agree concentrations of hazardous wastes or hazardous constituents have been reduced to levels that allow for unrestricted use of the property (e.g., the groundwater contamination levels are below the Maximum Contaminant Level (MCL) and the soil contamination levels are below levels that equate to an excess lifetime cancer risk of  $1 \times 10^{-6}$  and a Hazard Index of 1.0). If the results of inspections indicate that the remedial objectives are nearing completion and that specific LUC mechanisms may no longer be needed, Army will request a meeting with the EPA/NYSDEC to determine whether the terms of this LUC RD may be modified.



**LEGEND**

-  Area Covered by Land Use Restriction
  - Prohibit the development and use of property for residential housing, elementary and secondary schools, childcare facilities and playgrounds.
  - Prevent access to or use of the groundwater until the Class GA Groundwater Standards are met.
-  Army Retained Property - No Unauthorized Access
-  No Digging Permitted



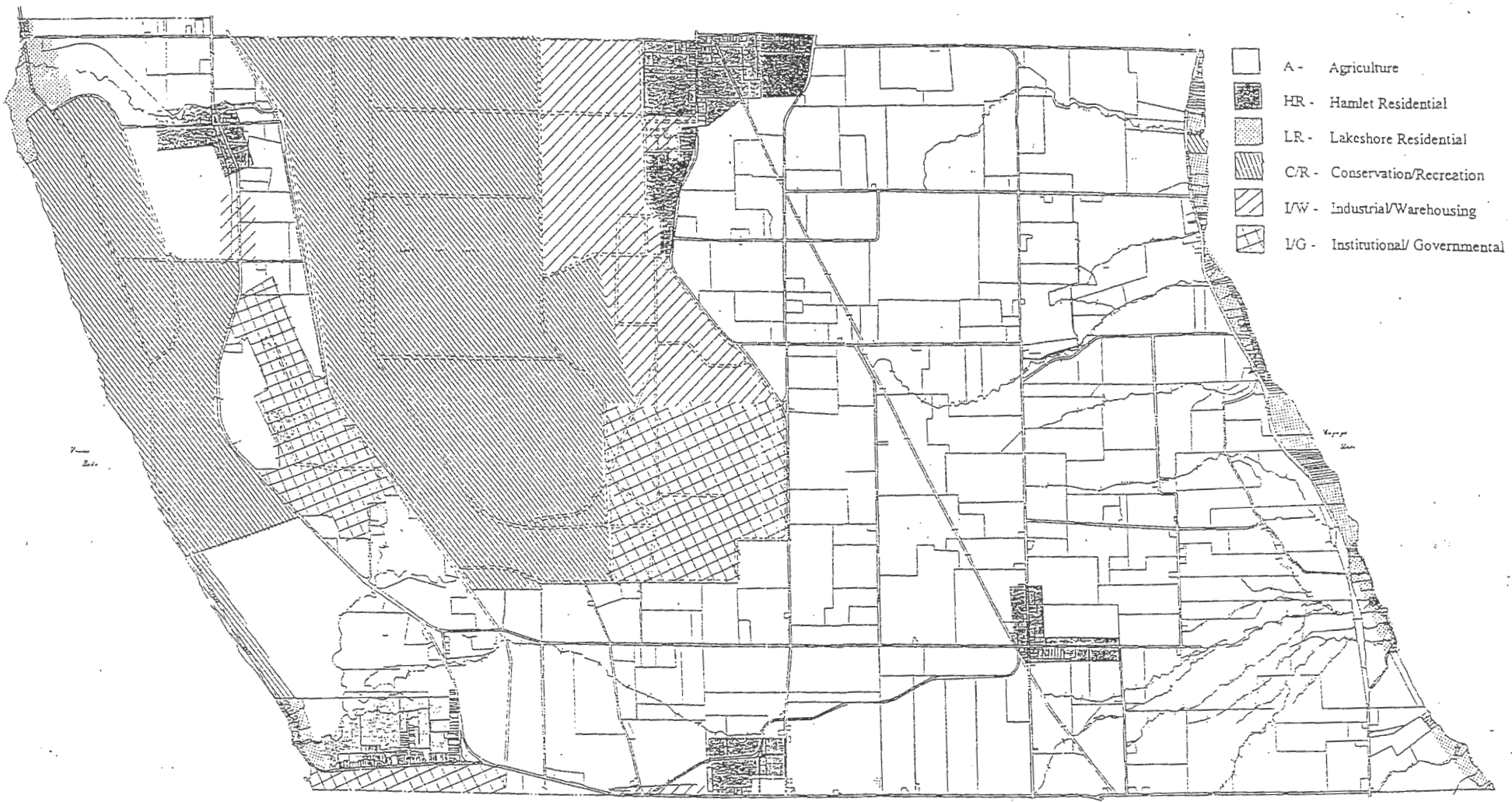
- SEAD-27 - Land Use Restriction Site
- SEAD-121I - Army Retained Site
- SEAD-55 - No Action Site
- SEAD-28 - No Further Action Site









**PARSONS**

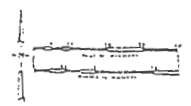
SENECA ARMY DEPOT ACTIVITY  
Remedial Design  
IC Implementation Plan

FIGURE I  
EXTENT OF PID AREA  
LAND USE RESTRICTION



-  A - Agriculture
-  HR - Hamlet Residential
-  LR - Lakeshore Residential
-  C/R - Conservation/Recreation
-  I/W - Industrial/Warehousing
-  I/G - Institutional/ Governmental

TOWN OF ROMULUS  
SENECA COUNTY, N.Y.



Prepared by  
Seneca County  
Planning Department  
Watkins, N.Y. 13162

Seneca Army Depot Activity  
Remedial Design  
IC Implementation Plan

FIGURE 2  
Romulus Zoning Map



DRAFT DATED 11 April 2005

### ENVIRONMENTAL EASEMENT

This Easement is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between The United States of America, acting by and through The Department of Army, (the "Grantor"), and the State of New York (the "Grantee."), acting through the New York State Department of Environmental Conservation ("NYSDEC" or "Department") with its headquarters located at 625 Broadway, Albany, New York 12233. The Grantor is currently the Property Owner and holder of fee to the Controlled Property. After transfer of the fee interest to this Controlled Property, the transferee(s), as well as their successors and assigns, will become the Property Owner(s).

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of maintenance, monitoring or operation requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to be effective, or which requires groundwater use restrictions; and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of the site remedial program or eliminate potential exposure pathways to the hazardous waste or petroleum; and;

WHEREAS, Grantor, is the currently the fee owner of real property located in the Town of Romulus, County Seneca, New York known and designated on the tax map of the \_\_\_\_\_ of \_\_\_\_\_ as \_\_\_\_\_, being the same as that Property conveyed to Grantor by deed on \_\_\_\_\_, and recorded in the Land Records of the \_\_\_\_\_ County Clerk at comprised of approximately 1000 acres, and hereinafter more fully described in Schedule A, attached hereto and made a part hereof ( the " Controlled Property"). Upon conveyance in fee of the Controlled Property from federal ownership, the transferee(s), as well as future successors and assigns, will become the Property Owner(s) subject to the terms of this easement;

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36;and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of the Record of Decision entitled, "Sites Requiring Institutional Controls in the Planned Industrial/Office Development or Warehousing Areas" dated July 2004 Grantor grants, conveys and releases to Grantee an Environmental Easement that is enforceable

DRAFT DATED JULY 14, 2004

against the Property Owner(s), its successors and assigns in perpetuity pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. The Parties acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of maintenance, monitoring or operation requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land are binding on the Property Owner(s), its successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for commercial/industrial use as long as the following the long-term Institutional controls are employed:

(1) Commercial/Industrial Use Restriction

The Controlled Property shall be used solely for commercial and industrial purposes and not for residential purposes, the Property having been remediated only for commercial and industrial uses. Commercial and industrial uses include, but are not limited to, administrative/office space, manufacturing, warehousing, restaurants, hotels/motels, and retail activities. Residential use includes, but is not limited to, housing, day care facilities, schools excluding education and training programs for persons over 18 years of age, assisted living facilities, and outdoor recreational activities excluding recreational activities by employees and their families incidental to authorized commercial and industrial uses on the Property.

(2) Ground Water Restriction

There shall be no access the ground water on the Controlled Property or use of the underlying ground water for any purpose without the prior written approval of the Grantee, EPA Region 2, and the United States Army. However, any owner, lessees, or other person using the Controlled Property are authorized to install monitoring wells with the prior written approval of the Grantee, EPA Region 2, and the United State Army which approval shall not be unreasonably withheld. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

DRAFT DATED JULY 14, 2004

(3) **Excavation Restriction**

The controlled property parcel identified as SEAD 64A as shown in exhibit B shall have no digging or excavation permitted without written approval of the Grantee, EPA Region 2 and the United States Army.

B. The Controlled Property may not be used for a higher level of use such as residential use and the above-stated institutional controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. Grantor and future Property Owner(s), successors and assigns, covenant and agree that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.**

D. Grantor, and the Property Owner(s), its successors and assigns, covenant and agree that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

E. The Property Owner, its successors and assigns, covenant and agree that it shall annually, or as such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Rights.

## DRAFT DATED JULY 14, 2004

A. **Reserved Grantor's Rights:** All rights retained by the Grantor in the property transfer deed or other agreements that are not inconsistent with this Environmental Easement are retained by the Grantor. This includes the right of the Grantor and its agents, employees or other representatives, to enter the Controlled Property to maintain the CERCLA remedy and other required activities.

B. **Reserved Property Owner Rights:** The Property Owner reserves for itself, and its successors and assigns, with respect to the Property, all rights as fee owner of the Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;
2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement; and
3. All other rights retained not inconsistent with this Easement.

### 5. Enforcement.

A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, the Grantor's successors and assigns, the Grantee, or any affected local government, as defined in ECL Section 71-3603, against the Property Owner, its successors and assigns, as well as any tenants, lessees, contractor(s) and any person(s) using the Controlled Property. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. Grantee shall notify Property Owner, its successors and assigns of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Property Owner, its successors and assigns can cure such breach or suspected breach and give Property Owner, its successors and assigns a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Property Owner, its successors and assigns of any failure to adequately cure the breach or suspected breach. The Property Owner, its successors and assigns shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

C. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall address its correspondence to:

Division of Environmental Enforcement  
Office of General Counsel  
New York State Department of Environmental Conservation  
625 Broadway  
Albany New York 12233-5500

U.S. Environmental Protection Agency  
Emergency & Remedial Response Division  
290 Broadway, 18<sup>th</sup> Floor, E-3  
New York, New York 10007-1866

U.S Army Engineer District New York  
Chief, Real Estate Division  
26 Federal Plaza  
New York, NY 10278-0090

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, upon transfer of fee ownership from the Grantor to the transferee(s) with the Grantee's approval of the language contained herein, in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law of the State of New York.

8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This environmental easement may be extinguished only by a release executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Grantor and EPA Region II Opportunity to Review and Comment. The Grantee shall provide Grantor and the EPA Region II with a notice of and a reasonable opportunity to review and comment upon requested approvals or actions under this environmental easement, including without limitation requests for Amendment (Paragraph 8) and Extinguishment (Paragraph 9).

11. Joint Obligation. If there are two or more parties identified as the Property Owner's successors and assigns, herein, the obligations imposed by this instrument upon them shall be joint and several.

12. Costs and Liabilities. The Property Owner, its successors and assigns shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage.

13. Taxes. The Property Owner, its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.

14. Terms. The term "Grantor", wherever used herein, shall mean the United States Army while the Controlled Property remains in federal ownership. The term "Property Owner", and its "successors and assigns", shall mean the transferee(s) who receive fee possession of the Controlled Property, as well as their future owners, and heirs of the Controlled Property. The Property Owner will be responsible for maintaining the provisions of this Easement as regards to tenant(s), lessees, contractor(s), and other property users.

15. Compliance with Law. This environmental easement shall not remove the necessity of Grantor or the Property Owner, its successors and assigns to obtain any permit and/or approval from any governmental agency having jurisdiction over any activity conducted or to be conducted on the Controlled Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor's Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 200\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment





BCT Agenda  
18 October 2005  
1330- 1630 hours  
19 October 2005  
0900-1130 hours

18 October 2005

Discuss responses to comments on SEAD 25/26 Draft Remedial Design

Review PRAPs for NO Further Action and Institutional Controls  
For proper site designation

Review Army changes to SEAD 16 /17 ROD

Discuss backfill testing requirements

Discuss ways to speed up reviews etc.

17 August 2005

Discuss new State requirement for Labeling Documents

Discuss GW monitoring plan for OB grounds

Present Ash Landfill GW results Round 1

SEAD 4 Clean up goal proposal

**Notes of Conference**  
**Base Clean-up Team Meeting, October 18 & 19, 2005**  
**Seneca Army Depot Activity**  
**Romulus, New York**

**Attendees:**

Steve Absolom (SEDA BEC)	Keith Hoddinott (CHHPM)
Randy Battaglia (CENAC)	Steve Nohrstedt (CENHC)
Thomas Battaglia (CENAN)	Charlotte Bethoney (NYSDOH)
Chris Boes (AEC)	Kuldeep Gupta (NYSDEC)
Scott Bradley (CENHC)	Julio Vazquez (USEPA, R2)
Tom Enroth (CENAN)	Todd Heino (Parsons)
Janet Fallo (CENAN)	Jeff Adams – preparer of notes (Parsons)

The meeting convened at approximately 13:30 hours on Tuesday October 18, 2005.

Opening remarks were made by Steve Absolom of SEDA. A quick introduction to the overall agenda and expected meeting times was provided. All parties in attendance at SEDA were asked to identify themselves on behalf of Charlotte Bethoney of NYSDOH who was attending the meeting via telephone.

The opening discussion dealt with a review of comments received by the Army and Parsons on SEAD-25 and SEAD-26. Todd Heino of Parsons indicated that comments on the Remedial Design Workplan and Design Report (RD Workplan) and the Sampling and Analysis Plan (SAP) had been received from the EPA, while comments on the RD Workplan had been received from NYSDEC. Parsons review of the EPA's and NYSDEC's RD Workplan comments indicated that the two sets of comments were generally similar. Parsons had prepared responses to both sets of EPA comments and the NYSDEC comments on the RD Workplan. Before finalizing and formalizing its response to the various comments received, the Army and Parsons wanted to review and discuss items to assure that all required information and responses were provided in their formal response. In this way, assuming that a consensus could be achieved, the Army believed that Parsons could proceed with the remedial work at the two sites by November 7, 2005. A review of the draft responses to EPA's RD Workplan and Design Report comments followed. Only those comments where significant discussions were held are highlighted in the following summary. The formal Army responses to all comments will be issued prior to the finalization and summary of these notes of conference.

**EPA General Comment 2** regarding long-term groundwater monitoring and how it does not take into account the possible impacts to deeper bedrock groundwater indicated by the presence of chlorinated VOCs at the sites. The Army and Parsons indicated that the potential impacts to the bedrock aquifer at SEAD-25 were investigated during the RI/FS and were found to not exist. Additionally, Parsons and the Army indicated that the RI/FS Report described the test that

indicated there was little, if any, connectivity between the bedrock and till, weather shale aquifers at the site, and therefore future work in the bedrock aquifer was unnecessary. The EPA indicated that the Army's response was adequate.

**EPA General Comment 3** regarding the absence of heavy metal analysis in post-excavation confirmatory sampling for SEAD-25. It is the Army's and Parsons' position that there is no need to characterize soil samples for metals as part of the post-excavation analysis as discussed in the response. The USEPA and NYSDEC believed the Army response was acceptable.

**EPA General Comment 8** regarding how the Army would use confirmatory soil results to update the risk analysis. Parsons and the Army responded that confirmatory sampling data would not be used to update the risk assessment because it was presumed that the planned soil excavation program for both sites would achieve identified clean up objectives. However, if post-excavation sampling indicated that site clean-up levels could not be achieved, the Army will perform some form of post clean-up evaluation to assess site risks based on the available site data, including confirmatory sampling results. The Army was clear that the formal risk assessment would not be updated following remediation. The Army intends on meeting the site-specific cleanup goals for VOCs and SVOCs and therefore no risk analysis should be required.

**EPA Specific Comment 3** regarding what analyses the Army intended to perform on backfill material prior to its use at either SEAD-25 or SEAD-26. The Army and Parsons agreed that metals, semivolatile organics and volatile organic compounds would be characterized on any backfill proposed for use at SEAD-25. Backfill of the excavations at SEAD-26 is currently not anticipated because all of the proposed excavations are shallow (1 foot maximum). Instead, Parsons indicated that the soils surrounding the excavation area would be regarded before the area was revegetated.

The Army requested clarification of the frequency of sampling and analysis that was needed for the backfill materials from the oversight agency representatives. Further, the Army requested information about how the backfill analytical result data assessment and approval could be accommodated within the proposed construction schedule. Finally, the Army requested information regarding what set of values the oversight agencies would use to determine whether the proposed backfill was suitable for use at the site.

During the ensuing discussion, the NYSDOH and NYSDEC representatives indicated that the sampling and analysis for backfill material was identified in the Section 5.4.3.2 of the Division of Environmental Remediation's publication DER #10 (DRAFT Technical Guidance for Site Investigation and Remediation, December 2002). The EPA, NYSDEC, and NYSDOH representatives indicated that the proposed source of backfill should be sampled and analyzed

before the anticipated beginning of the remedial effort and that the results of the analysis should be provided to all parties for review and approval before it is used. Only one sample was required to characterize a continuous supply of potential backfill, but information was needed to identify the origin of the material used. The Army stated that they did not want to delay construction while waiting for the agencies to approve backfill sources. The Army reiterated that they wanted to know the acceptability criteria so that they could make their own timely decisions.

The EPA and NYSDEC representatives indicated that they did not want backfill placed on site that had chemical concentrations higher than remaining insitu soils. Therefore, backfill materials could not contain any of the compounds with listed clean-up at levels that exceeded the clean-up goals identified in the ROD. Parsons and the Army reiterated that there were no clean-up goals established for metals at either SEAD-25 or SEAD-26, thus both were still unclear as to what numerical levels would be acceptable for backfill soils at SEAD-25. Neither the Army nor Parsons considered TAGM values to be appropriate for metals because site background concentrations for these compounds are highly site dependant and could vary widely from site to site, both at SEAD and offsite at other locations. Both agency representatives agreed that the appropriate metal concentration for backfill materials were levels that showed that the metal concentrations in the backfill did not exceed the levels of metals left at the site after the planned excavation was completed. The Army committed to re-work their response to include this language and provide a table that showed the maximum metals concentrations remaining onsite outside of the planned excavation areas. This table would be used in conjunction with the existing SVOC and VOC cleanup goal table to determine if the backfill was acceptable. The Army will also review DER#10 to see if there were any other acceptability criteria that need to be added.

The frequency of testing backfill was also discussed. The agencies agreed that only one sample per borrow source was required. Once the borrow source was found acceptable, no additional testing of that source would be required. If other sources were proposed, they would need to be sampled in accordance with the requirements discussed above. All parties agreed to proceed with work at SEAD-25 and SEAD-26 with this understanding.

**EPA Specific Comment 5** regarding what the specific waste characterization parameters were for the excavated and borrow soils. The comment response was discussed quickly and it was decided that the response was acceptable.

**EPA Specific Comment 6** regarding the number of samples and chemical analyses that were planned for the groundwater recovered from the excavation at SEAD-25 prior to its disposal. Parsons responded that the Seneca County Water & Sewer District No. 2 only required the analysis of water proposed for discharge to the district's system for arsenic, mercury, lead,

selenium and thallium. However, Parsons and the Army plan to also analyze the recovered water for VOCs and SVOCs, as well as metals, prior to discharge, and this data will be provided to the district. Recovered groundwater pumped from the excavation will only be discharged if it is accepted by the district; and the district's acceptance is provided on a case by case basis. The water is accepted for disposal based on the analysis of a single sample per tank. If any recovered water fails any of the district's requirements, it will be pre-treated, most probably using activated charcoal, to remove problem contaminants. Once the pre-treatment is completed, a second sample will be collected and characterized, and the subsequent disposal of the water will only be allowed if the district accepts the revised data.

All of the EPA's and NYSDEC's other comments on the RD Workplan and Design Report were discussed quickly, and there were no disagreements on the content of the responses. The Army committed to provide updated responses by Thursday October 20, 2005 so they could be reviewed. These responses would represent a formal submission of the responses. Previously, the Army had provided the Contingency Plan, USEPA Comment Responses to the SAP and the revised drawings. Since there were no changes to these documents, the prior submission should represent the formal submission. Parsons and the Army will address the NYSDEC's comments on the SAP once they are received. The Army stated that the comments needed to be submitted within a week so that they could be addressed and construction begin by November 7, 2005. Based on the NYSDEC observer's comments during the meeting, it is expected that many of the State's comments will be similar to those already raised by the EPA. They should not be difficult to address.

Subsequent to the completion of the SEAD-25 and SEAD-26 comment review, the Army asked the regulators if it was appropriate for Parsons to plan to start the remedial actions at SEAD-25 and SEAD-26 on November 7, 2005. The Army indicated that if work was not started in November, it would need to be delayed until spring of next year, due to the impracticability of completing the required effort under adverse winter conditions. All parties attending the BCT agreed that it appeared that all issues had been resolved on the RD Workplan and the Design Report, and as such, it was appropriate for Parsons to initiate and complete mobilization activities and prepare to be on-site on November 7, 2005. The ongoing remedial action effort could be viewed by all parties during the next BCT meeting, planned for November 15 and 16, 2005.

The Army's recent submittal of two new Proposed Plans, covering 19 separate SEADs, was the next topic of general discussion. The Army had asked Parsons to revise two previously issued Proposed Plans (March and April 2005) based on prior discussions they (i.e., the Army) had with representatives of the EPA and the NYSDEC. All parties had agreed that the best way to present information for the large number of sites involved was to combine sites requiring similar subsequent actions into one document. Therefore, the Army and Parsons had segregated the 19

sites into two groups, one including those sites where some form of institutional control (IC) was needed and the other including those sites where no action or no further action was required. These documents were submitted to the oversight agencies and Army reviewers at the beginning of October and were intended to replace the earlier versions issued.

The Army then indicated that it was aware that it still owed the EPA and NYSDEC response to comments provided by them on several site completion reports. The preparation of responses and necessary revisions to the completion reports were still in progress and would be forthcoming shortly.

The NYSDEC representative indicated that he had received a package of material covering several of the sites included in one of the Proposed Plans from his director and the NYSDEC's Region 8 offices, and wondered if the proposed plan dealt with the material contained in that package. Parsons indicated that it had previously sent information pertinent to the Army's request to closeout several historic solid waste landfills at the SEDA to Mr. Scott Foti at NYSDEC's Region 8 offices at the direction of NYSDEC's prior representative on the BCT. Subsequently, Parsons had learned that Mr. Foti had forwarded the solid waste closeout package onto Mr. Joseph Swartout of NYSDEC's Albany office for action, apparently because the Region 8 office currently does not have an individual qualified to assess the close out of the sites. Neither the Army nor Parsons has received any indication from the NYSDEC that the solid waste landfills had been closed out, and it was their understanding that NYSDEC had to administratively close these sites out under the solid waste regulations before they could be closed under CERCLA. The Army requested that the current NYSDEC representative contact Region 8 and other appropriate NYSDEC personnel to see what else needed to be done to close out the sites under New York's solid waste regulations. The sites included in the package included SEADs 64B, 64C, and 64D, and each of these sites is included in the two Proposed Plans that have been submitted for closure under CERCLA.

The Army, EPA and NYSDEC also had a brief discussion that indicated that administratively the two proposed plans and records of decisions for the 19 sites covered would need to be tracked as separate operable units (OUs) by all parties. However, all parties have to reach agreement as to the proper numbering system for all OUs at the site as there are numerable discrepancies between the three parties' listings.

The Final Record of Decision (ROD) for SEAD-16 and SEAD-17 was discussed next. The Army indicated that the ROD had been review by the Army's lawyers in AEC, prior to it being signed by the Army. During the legal review, the AEC lawyers had identified many comments, primarily associated with the ARARs list, the way TAGMs had been referenced, and other minor clarification issues, that needed to be made before they would recommend that the ROD be

signed by the Army. The recommended changes particular to TAGMs were consistent with the way TAGMs had been listed and discussed in the Final ROD for SEAD-25 and SEAD-26.

At the Army's request, Parsons had incorporated the comments into the prior version of the ROD, which had been reviewed and approved by NYSDEC. The Army showed the revised document with tracked changes on the projector. The BCT reviewed each change to see if there were any comments. During the review of the document, a few additional comments were received and are summarized below:

1. The EPA signature should be changed to George Pavlou, the Director.
2. Page 8-3 needs rewording/editorial work dealing with the 50,000 ppb number.
3. The legitimacy of the 50,000 ppb for any PAH was questioned by the EPA, NYSDEC, and NYSDOH. The Army indicated that it believed that this number was identified in the prior proposed plan that had been issued and reviewed by the public; however this needed to be confirmed. The EPA indicated that if this number had been changed, it must be annotated and the public could be asked to re-review and approve the plan before the ROD could be approved. The Army decided to change to the risk-based cleanup goals for the two PAH compounds that had used the default 50,000 ppb value.

Once the overview of changes was provided the Army asked the NYSDEC whether it needed to review the ROD now that it had changed. The NYSDEC representative indicated that he would need to review the matters with others in Albany before he could comment on whether NYSDEC was letting its existing letter of concurrence stand, or whether the NYSDEC would request a re-review. The EPA reiterated that it was concerned about the clean-up levels listed for PAHs and wanted to ensure that the levels listed in the ROD are consistent with those shown in the Proposed Plan. The Army will provide the revised document to the BCT for review.

The next topic of discussion dealt with what could be done to expedite document reviews and approvals by the oversight agencies. The Army indicated that it was concerned that documents associated with pending remedial actions at the SEDA are not being reviewed in a timely manner. The EPA representative indicated that the Federal Facilities Section had seen dramatic cuts in staff levels and that the remaining staff were being redirected to review of private sites to deal with that backlog. He further suggested that the Army periodically provide a list of documents that are pending review and documents that are expected to be issued in the next 30 days so he could use it as a tool for getting necessary assistance. The list would also aid him in scheduling upcoming work. The NYSDEC representative indicated that all documents currently in his possession were currently under review, but like the EPA's situation, available staff were busy and focused on other matters; however, he would convey the Army's concerns back to his management. The Army asked if either the EPA or NYSDEC representative believed that it was

necessary for him to see if a senior Army representative could meet with the other agency's managers to get a commitment from them that necessary staff would be available. Both the EPA and the NYSDEC indicated that they did not believe that this was necessary at this time, and they would recommend that the list be used in the short-term as a means of monitoring assessing the Army's needs at Seneca.

The meeting was adjourned at approximately 4:45 pm on Tuesday, October 18. The meeting reconvened at approximately 8:45 am on Wednesday, October 19. All in attendance at SEDA on Tuesday were again in attendance and Charlotte Bethoney of NYSDOH attended via phone.

The NYSDEC's Division of Environmental Remediation recently issued a document entitled "Requirements for Submittal of Electronic Documents." Based on Parsons' review of this document, Parsons acknowledged that it was not currently in compliance with the naming specifications that were defined for reports and submittals in the NYSDEC's guidance document. Parsons indicated that it could provide future document as specified, but wanted to verify that such a change was required at this time. The NYSDEC's representative indicated that the naming convention only applied to internal NYSDEC users, and no changes were required by the Army, Parsons or other SEDA contractors at this time.

The next topic of discussion was the Army's proposal for the Long-Term Monitoring Plan for the Open Burning (OB) Grounds, as required by the Final Record of Decision for the site. Parsons reported that the draft plan under development consisted of four components; Groundwater Monitoring, Inspections of the Vegetated Soil Cap, Sediment Monitoring and Reporting.

The proposed groundwater monitoring will include the installation of six new wells at the site. The new wells will include one well that is placed side-gradient as a background well, three that are placed downgradient of the OB Grounds and the interred soils near Reeder Creek and two that are downgradient of the OB Grounds along its western side. The western wells are needed because of a groundwater divide that was identified during prior monitoring at the site. Groundwater would be sampled quarterly for 1 year, and the samples would be analyzed for metals.

The proposed monitoring plan would also include periodic inspections of the vegetated soil cap overlying the lead contaminated soils that were left interred at the site. Inspections would be conducted during each groundwater monitoring event, and if erosion or breaching of the soil cap were noted, necessary steps would be implemented repair, regrade, and re-vegetate the cap and cover.



Parsons then indicated that the proposed sediment monitoring program would only be implemented if evidence existed that the 9-inch soil cap overlying the interred lead contaminated soil had been breached. This proposal caused considerable discussion by all parties. Several members of the Army team indicated that it believed that sediment monitoring should not be included. Parsons and other Army members indicated that sediment monitoring was being included as a component of the overall long-term monitoring plan because it was identified as a requirement in the ROD. They further indicated that sediment monitoring was only being considered if the entire thickness of the soil cap was eroded or breached.

Tom Battaglia reminded all in attendance that the cleanup objectives for copper and lead in sediment could not be achieved until all sediment in the creek had been removed; in other words, Reeder Creek had been scraped down to competent bedrock. Further, there is no way to keep the creek bed from refilling with sediment, as flow through the creek bed adjacent to the OB Grounds originates from the central portion of the Depot and drains thousands of acres of the site. Native soils from these other areas will enter the creek bed upstream of the OB Grounds and eventually be deposited adjacent to and downgradient of the OB Grounds. These deposited soils are likely to contain levels of copper and lead above the OB Grounds sediment cleanup levels because of natural background levels for these two metals are higher than the listed sediment cleanup levels. Tom Battaglia also indicated that any sediment found in Reeder Creek next to the OB Grounds would not include soils derived from the OB Grounds because overland flow and stormwater runoff had been eliminated because the runoff culverts and channels in the OB grounds had been plugged as part of the remedial action. However, if soils from the OB Grounds did enter Reeder Creek, levels of lead could exceed the identified sediment criteria value (31 mg/Kg) as the soil clean up level was set in the ROD as 60 mg/Kg.

The EPA representative indicated that if the Army believed that the sediment monitoring program was useless and unlikely to comply with the requirements of the ROD, it should prepare and submit an explanation of significant difference (ESD) requesting relief from this component of the monitoring plan. The EPA representative also indicated that he had examples of ESDs that had been prepared for other sites that he could provide the Army. The EPA representative further indicated that he did not want the rest of the monitoring plan delayed while the ESD was being prepared and reviewed. Therefore, he suggested that the balance of the monitoring plan be finalized and submitted for review, without the sediment component. Several suggestions were then discussed about the approach that the army might use to prepare the ESD for sediment.

The final component of the monitoring plan included reporting which Parsons indicated would include the preparation and submittal of four quarterly reports and an annual report. At this juncture, the Army and Parsons indicated that they did not believe that monitoring would be required after the first year, unless the results of the groundwater program indicated that there was

lead in the groundwater. However, even when the site was actively used, no groundwater plume for metals had been identified, so this possibility was unlikely. The EPA and NYSDEC representatives responded that while they might agree that less monitoring could be justified after the first year, neither believed that the Army should terminate the monitoring program after one year. Further discussions indicated that quarterly monitoring for the first year, followed by annual monitoring up until the five year review would be more acceptable to them. The decision to eliminate the monitoring plan overall would receive best consideration at the time of the five year review. However, the definition of an exit strategy for the site could be included in the monitoring plan, if the Army and Parsons believed it was appropriate.

After all of the discussions were completed, the Army summarized the discussion by indicating that they would prepare a monitoring plan for the OB Grounds that included groundwater monitoring, soil cap inspection, and reporting that included quarterly components for the first year, followed by annual events up until the five year review required by CERCLA was performed. The groundwater would be sampled and analyzed for lead and copper for the first year, and thereafter only for lead unless results indicated that copper was present as a contiguous plume.

Parsons next presented preliminary results from the ongoing pilot study of the bark mulch wall that had been installed at the Ash Landfill. Parsons reported that the immediate indicators from the sampling are very favorable as the Trichloroethene is being significantly reduced. Dichloroethene is being generated during the degradation process, but even the byproduct Dichloroethene shows signs of being effectively treated by the bark mulch and vegetable oil process. Parsons did acknowledge that acetone was also being produced as a by-product of the degradation process, but there was information in the literature that indicated that acetone production could be controlled application of pH control (lime, soda ash) to raise the pH of the groundwater back to a more neutral or basic state.

After the review of preliminary results, Parsons asked if the agencies wanted to see individual summary reports for each of the planned pilot program sampling events, or whether one final report would be acceptable to all parties. All parties indicated that a single final report was all that was needed, but intermediate data presentations should be provided as they became available. Parsons and the Army agreed to provide intermediate presentation materials to all attendees for additional review. The NYSDEC representative requested that future data presentations for the Ash Landfill work include groundwater elevation information. The EPA representative also requested that the Army reinstate periodic monitoring at well MW-56 (downgradient of the site and the existing permeable reactive barrier wall) to ensure that the chlorinated solvent plume is not leaving the site. The Army will also try and expedite the lab analysis for the next round of sampling so that it can be presented at the next BCT meeting.

The final topic of discussion was pending actions at SEAD-4, and what impacts the future land use changes implemented by Seneca County for transferred property at the Depot has on cleanup requirements. The Army indicated that the land use change from conservation/recreational land to a training area, which is viewed by the Army as equivalent to light industrial activity, lessens the extent to which the site needs to be cleaned up. Parsons and the Army reiterated that the results of the risk assessment indicated that there was no human health risk identified at SEAD-4 from site soils. The only human health risk resulted from building debris and dusts. The results of the ecological risk assessment indicated that there was an ecological risk present at the site, but calculations also indicated that soil clean up levels needed to be 167 mg/Kg for lead and 324 mg/Kg for chromium. The EPA had accepted these clean up levels, but the NYSDEC Division of Fish and Wildlife had rejected them in a 2002 letter. The Fish and Wildlife's position was that the site needed to be remediated to background levels.

Subsequently, the Army and the former NYSDEC DER BCT representative had agreed to perform a sensitivity analysis to assess costs versus clean up levels at the site. This analysis resulted in the Army, the EPA and the NYSDEC agreeing to remediate the site to a level of 60 mg/Kg for chromium and 167 mg/Kg for lead. This evaluation was included in the revised feasibility study prepared for the site, and serves as the current basis of the planned remedial action for the site. However, Seneca County has now officially changed the planned land use at the site; thus the Army does not believe that the former background level driven cleanup is necessary or appropriate.

Based on the land use change, the Army asked Parsons to reassess the site conditions and to re-evaluate site risks. As part of this effort, Parsons updated its ecological risk assessment to include EPA's most recent guidance. The results of this revised ecological risk assessment indicate that the revised cleanup level for chromium is 820 mg/Kg and 3,788 mg/Kg for lead. The most sensitive ecological receptor is the Mourning Dove. Based on this evaluation, the Army is seeking to change the clean up goals for the site to 820 mg/KG for chromium and 400 mg/Kg for lead. The lead number is consistent with the EPA's most recent guidance for unrestricted use of land by humans.

When questioned about the revisions, the NYSDOH representative indicated that the 820 ppm value for chromium will need to be evaluated. The NYSDEC representative indicated that the Division of Fish and Wildlife has indicated that it is unlikely to accept a chromium level of 60 mg/Kg, and thus, the 820 mg/Kg would be rejected. Therefore, NYSDEC's decision would probably become a managerial level decision. The EPA representative indicated that he hadn't received or reviewed copies of the revised risk assessment and could not assess their validity or appropriateness until this was done. The Army indicated that it was intending to proceed with the

revision of the clean up goals to the higher levels shown by revised risk assessment and would seek resolution of this matter with all parties before moving forward with the clean up at the site. The Army further indicated that since SEAD-4 is one of the sites where a Proposed Plan and ROD was planned for 2006, it is unlikely that this site will move forward until the matter is resolved.

Prior to ending the meeting, Steve Absolom provided all parties with copies of the Army's, EPA's and NYSDEC's current operable unit (OU) lists for review. The Army and EPA lists agree to OU14; the NYSDEC list is only consistent up to OU3. Additional time and effort would be required to resolve all discrepancies.

The BCT meeting adjourned at approximately 12:15 pm. The Army only meeting reconvened after lunch.

#### **Action Items:**

Army, NYSDEC, EPA

- Compile mutually agreeable OU list

Army

- Issue formal responses to EPA and NYSDEC comments on SEAD-25/26 RD Workplan
- Issue formal responses to EPA comments on SAP.
- Provide necessary responses to comments and revisions to completion reports for several sites listed under the two newly issued Proposed Plans.
- Provide EPA/NYSDEC with lists of documents under regulatory review and documents that are expected to be submitted in the next 30 days.
- Reinitiate groundwater sampling at MW-56 at the Ash Landfill for chlorinated VOCs.

EPA

- Provide Army example of ESD as reference
- Investigate ways to provide more timely document reviews

NYSDEC

- Finalize and issue comments/approval of SAP for SEAD-25/26.
- Follow-up solid waste close out material forwarded to Albany from NYSDEC Region 8 offices.
- Notify Army and EPA if they need to reassess/review/re-approve revised SEAD-16/17 ROD language.
- Investigate ways to provide more timely document reviews

Parsons

- Proceed with mobilization for construction of SEAD-25/26 planned on November 7, 2005.
- Provide copies of presentation materials for Ash Landfill and OB Grounds to all attendees
- Finalize Army responses to SEAD-25/26 RD Workplan and SAP comments from regulators.
- Provide all parties redline/strikeout versions of revised SEAD-16/17 ROD language.
- Change the name of the EPA signatory party to George Pavlou.
- Rework page 8-3 of SEAD-16/17 Rod with respect to 50,000 ppb wording.
- Verify accuracy of 50,000 ppb value for PAHs used in SEAD-16/17 ROD
- Revise and issue OB Grounds Long-Term Monitoring Plan to reflect BCT discussions regarding monitoring requirements
- Provide intermediate data summaries for the Ash Landfill bark mulch wall pilot study.

**Main Identity**

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**From:** "Stephen Absolom" <Stephen.M.Absolom@us.army.mil>  
**To:** "Gupta, Kuldeep" <kxgupta@gw.dec.state.ny.us>  
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**Sent:** Tuesday, October 25, 2005 2:46 PM  
**Subject:** NYSDEC Minutes response

Kuldeep,

The following is a summary response to our phone call regarding the minutes of the October BCT meeting.

1. SEAD 25/26 SAP - NYSDEC has no specific comments as it relates to SEAD 25/26. There are some minor comments coming for the generic SAP that will require incorporation. You agreed that the Army does not have to wait for the SAP approval prior to starting the remedial action at these sites.
2. SEAD 64b,64c,and 64 D - NYSDEC will be providing correspondence regarding closure of these sites and that is will come from your office.
3. SEAD 16/17 - The NYSDEC is reviewing the changes of the ROD and now considers it "reopened" and may or may not continue to concurr.
4. Regarding Labeling of the documents- The Army may continue to submit documents as it is currently doing. There is no required change.
5. SEAD 23- NYSDEC recognizes only the levels agreed to in the ROD and that after the quarterly and annual sampling review at the 5 year review, the determination as to need for continued sampling will be made.
6. SEAD 4- The NYSDEC position is the same as the F&W number previously reported. I emphasized that we will not clean up to below background and that the sensitivity analysis was suppose to demonstrate that. I said we are proceeding with submission of the revised cleanup numbers with the supporting documentation and that NYSDEC should respond to that report regarding the cleanup levels, not the minutes of the meeting. You agreed with that approach.

I believe I have captured the discussion we had and that this email serves as the documentation of your position. If you agree with what I have written

please concur to document the State position.

Thanks

Steve

SM Absolom

SEDA Installation Manager

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Seneca SEAD 25/26 and Ash Landfill Remediation  
 Contract FA8903-04-D-8675  
 Action Item List  
 October 12, 2005

Task	Action Item	Due Date
Contract Award	<ul style="list-style-type: none"> <li>Kickoff meeting</li> </ul>	Done 5/10/05
Schedule	<ul style="list-style-type: none"> <li>Revise draft for kickoff meeting</li> <li>Submit final schedule to Army/AF</li> </ul>	Done 5/06/05 Done 6/1/05
QAPP/HASP	<ul style="list-style-type: none"> <li>Draft QAPP/HASP to Army/AF/Regulators</li> <li>Receive Comments from Regulators</li> </ul>	Done 5/20/05 TBD
Ash Pilot Study Work Plan	<ul style="list-style-type: none"> <li>Submit pre-draft WP to Army/AF</li> <li>Submit WP to NYSDEC/EPA</li> <li>Completion of biowall installation</li> <li>Perform Round 1 pilot scale sampling</li> <li>Perform Round 2 pilot scale sampling</li> </ul>	Done 5/20/05 Done 5/25/05 Done -7/22/05 Done - 9/9/05 10/24/05
SEAD 25/26 Remedial Design (WP and Final Design)	<ul style="list-style-type: none"> <li>Submit condensed schedule letter to NYSDEC/EPA</li> <li>Submit draft WP and RD Report to NYSDEC/EPA</li> <li>Receive EPA Comments</li> <li>Prepare Draft EPA Responses</li> <li>Receive NYSDEC comments</li> <li>Prepare Final RD Report</li> </ul>	Done - 4/27/05  Done - 6/22/05  Done - 9-27-05 Done - 10/10/05 TBD TBD
SEAD 25/26 Remedial Action	<ul style="list-style-type: none"> <li>Begin Construction</li> </ul>	11/7/05 (Tentative)



## ATTACHMENT 3

### LIST OF SOLID WASTE MANAGEMENT UNITS (SWMUs)

1. Bldg 307 – Hazardous Waste Container Storage (SEAD-1) **OU18**
2. Bldg 301 – PCB Transformer Storage (SEAD-2) **OU18**
3. Incinerator Cooling Water Pond (SEAD-3) **OU1**
4. Munitions Washout Facility Leach Field (SEAD-4) **OU7**
5. Sewage Sludge Waste Pile (SEAD-5) **OU17**
6. Abandoned Ash Landfill (SEAD-6) **OU1**
7. Shale Pit (SEAD-7) **OU14**
8. Noncombustible Fill Area (SEAD-8) **OU1**
9. Old Scrap Wood Site (SEAD-9) **OU14**
10. Present Scrap Wood Site (SEAD-10) **OU14**
11. Old Construction Debris Landfill (SEAD-11) **OU8**
12. Radioactive Waste Burial Sites (3) (SEAD-12) **OU5**
13. IRFNA Disposal Site (SEAD-13) **OU9**
14. Refuse Burning Pits (2) (SEAD-14) **OU1**
15. Bldg 2207 - Abandoned Solid Waste Incinerator (SEAD-15) **OU1**
16. Bldg S-311 – Abandoned Deactivation Furnace (SEAD-16) (Alias SEAD-001-R-01) **OU4**
17. Bldg 267 – Present Deactivation Furnace (SEAD-17) (Alias SEAD-001-R-01) **OU4**
18. Bldg 709 – Classified Document Incinerator (SEAD-18) **OU14**
19. Bldg 801 – Classified Document Incinerator (SEAD-19) **OU14**
20. Sewage Treatment Plant No. 4 (SEAD-20) **OU14**
21. Sewage Treatment Plant No. 715 (SEAD-21) **OU14**
22. Sewage Treatment Plant No. 314 (SEAD-22) **OU14**
23. Demolition Ground (SEAD-23) **OU2**
24. Abandoned Powder Burning Pit (SEAD-24) **OU16**
25. Fire Training and Demonstration Pad (SEAD-25) **OU3**
26. Fire Training Pit (SEAD-26) **OU3**
27. Bldg 360 – Steam Cleaning Waste Tank (SEAD-27) **OU12**
28. Bldg 360 – Underground Oil Tanks (2) (SEAD-28) **OU14**
29. Bldg 732 – Underground Oil Tank (SEAD-29) **OU14**
30. Bldg 118 – Underground Oil Tank (SEAD-30) **OU14**
31. Bldg 117 – Underground Oil Tank (SEAD-31) **OU14**
32. Bldg 718 – Underground Oil Tanks (2) (SEAD-32) **OU14**
33. Bldg 121 – Underground Oil Tank (SEAD-33) **OU14**
34. Bldg 319 – Underground Oil Tank (SEAD-34) **OU14**
35. Bldg 718 – Waste Oil-Burning Boilers (3) (SEAD-35) **OU14**
36. Bldg 121 – Waste Oil-Burning Boilers (2) (SEAD-36) **OU14**
37. Bldg 319 – Waste Oil-Burning Boilers (2) (SEAD-37) **OU14**
38. Bldg 2079 – Boiler Blowdown Leach Pit (SEAD-38) **OU17**
39. Bldg 121 – Boiler Blowdown Leach Pit (SEAD-39) **OU17**
40. Bldg 319 – Boiler Blowdown Leach Pit (SEAD-40) **OU17**
41. Bldg 718 – Boiler Blowdown Leach Pit (SEAD-41) **OU18**

**LIST OF SOLID WASTE MANAGEMENT UNITS (SWMUs)**  
(Continued)

42. Preventive Medicine Lab (SEAD-42) **OU14**
43. Old Missile Propellant Test Lab (Bldg 606) (SEAD-43) **OU18**
44. Quality Assurance Test Area (SEAD-44) **OU18**
45. Demolition Area (refer to SEAD-23) (SEAD-45) (Alias SEAD-115,  
SEAD-006-R-01) **OU22**
46. Small Arms Range (SEAD-46) (Alias SEAD-002-R-01) **OU11**
47. Radiation Calibration Source Storage Bldgs 804, 807, 815 (SEAD-47) **OU14**
48. Pitchblende Storage Igloos (SEAD-48) **OU13**
49. Columbite Ore Storage (Bldg 356) (SEAD-49) **OU14**
50. Dry Storage Tank Farm (SEAD-50) **OU16**
51. Herbicide Usage – Perimeter of High Security Area (SEAD-51) **OU14**
52. Ammunition Breakdown Area (Bldgs 608, 612) (SEAD-52) **OU10**
53. Munitions Storage Igloos (SEAD-53) **OU14**
54. Asbestos Dry Storage Tanks (SEAD-54) **OU16**
55. Tannin Storage Bldg 357 (SEAD-55) **OU14**
56. Herbicide and Pesticide Storage (SEAD-56) **OU18**
57. Explosive Ordinance Disposal (EOD) Range (SEAD 57) **OU11**
58. Debris Area near Booster Station 2131 (SEAD-58) **OU18**
59. Fill Area West of Bldg 135 (SEAD-59) **OU6**
60. Oil Discharge Adjacent to Building 609 (SEAD-60) **OU14**
61. Bldg 718 – Underground Waste Oil Tank (SEAD-61) **OU14**
62. Nicotine Sulfate Disposal Area near Bldg 606 or 612 (SEAD-62) **OU18**
63. Miscellaneous Components Burial Sites (SEAD-63) **OU18**
64. Garbage Disposal Areas (SEAD-64A) **OU12** (SEADs-64B, -64C, -64D) **OU18**
65. Acid Storage Areas (SEAD-65) **OU14**
66. Pesticide Storage near Bldgs 5 and 6 (SEAD-66) **OU12**
67. Dump Site East of Sewage Treatment Plant No. 4 (SEAD-67) **OU18**
68. Bldg S-335 – Old Pest Control Shop (SEAD 68) **OU14**
69. Bldg 606 – Disposal Area (SEAD-69) **OU18**
70. Bldg 2110 – Fill Area (SEAD-70) **OU21**
71. Alleged Paint Disposal Area (SEAD-71) **OU6**
72. Bldg 803 – Mixed Waste Storage Facility (SEAD-72) **OU5**
73. PID Sites: DRMO Yard (SEAD-121C) and Cosmoline Area (SEAD-121I) **OU15**
74. Airfield Sites: Small Arms Range (SEAD-122B) and Plane De-icing Area  
(SEAD-122E) **OU18**
75. Rifle Grenade Range (SEAD-007-R-01) UXO **OU19**
76. East EOD Range (SEAD-002-R-01) UXO **OU20**

BCT Agenda  
15 November 2005  
1330- 1630 hours  
16 November 2005  
0900-1130 hours

15 November 2005

Discuss status of SEAD 16 /17 ROD

Update the Ash Landfill GW sampling (round two) ➡

Review the proposed Document Status Summary table

16 November 2005

Discuss the new State proposed clean-up numbers

Tour SEAD 25 and SEAD 26 View ongoing remediation

WORK AUTHORIZATION DIRECTIVE (WAD)  
 BASE REALIGNMENT AND CLOSURE (BRAC) ENVIRONMENTAL RESTORATION  
 AND FUNDS RELEASE DOCUMENT

CEMP-NAD

15 November 2005

DIRECTIVE NO. BR-SEN-06-04

ISSUED THRU: CENAD-MT-HS (HUNTLEY)  
 TO: CENAN-PP-E (BATTAGLIA)

ISSUED FOR: BRAC 97 ER at Seneca AD, NY.

1. Reference DA FAD, 14 November 2005, advice number 06-0002-00084.
2. You are authorized Base Closure Account (BCA) environmental restoration funds to execute the following project(s).

<b>BRAC ROUND:</b> (1, 91, 93, or 95) <u>95</u>		increase /decrease__reprog_X
<b>APPRN:</b> 97 X/2010 0510.40K1 2005		<b>DIV/DIST:</b> <u>NAN</u> <b>ASN:</b> 8011
<u>PROJECT</u>	<u>AMSCO</u>	<u>+/- ALLOCATION</u>
Seneca AD – Old Construction Debris Landfill	61366R38	- \$ 601,000
Seneca AD- EBS Sites Industrial Area	61367R01	+ \$ 601,000
Seneca AD - Munitions Washout Facility Leach Field	61366R31	- \$ 250,000
Seneca AD - Deactivation Furnaces	61366R30	+ \$ 250,000
POC at CENAN-PP-E is Randy Battaglia, 607-869-1523. POC at CEMP-NAD is James Huang, 202-761-8632.		

3. These funds are for the above specified projects only. The funds may not be transferred to other projects without approval and authorization of this office.
4. These funds must be obligated within 30 days of receipt. If these funds cannot be obligated in 30 days this office is to be notified immediately.
5. Accounting and Reporting Instructions:
  - a. Report all financial data on a monthly basis via the Integrated Command Accounting and Reporting (ICAR) System.
  - b. Report excess funds to CEMP-NAD as soon as they are identified.
  - c. Provide a copy of this WAD to your Resource Management Office.

**TABLE 1**  
**CLEANUP GOALS FOR SOILS FOR INDUSTRIAL USE**  
**Proposed Plan for SEAD-16/17**  
**Seneca Army Depot Activity**

Compounds	Soil Cleanup Goal <sup>1</sup>
<b>Polycyclic Aromatic Hydrocarbons (PAHs)</b>	
Benzo(a)anthracene (ug/kg)	20,417
Benzo(a)pyrene (ug/kg)	2,042
Benzo(b)fluoranthene (ug/kg)	20,417
Benzo(k)fluoranthene <sup>2</sup> (ug/kg)	50,000
Chrysene <sup>2</sup> (ug/kg)	50,000
Dibenz(a,h)anthracene (ug/kg)	2,042
Indeno(1,2,3-cd)pyrene (ug/kg)	20,417
<b>Metals</b>	
Antimony (mg/kg)	29
Arsenic (mg/kg)	20
Cadmium (mg/kg)	14
Copper (mg/kg)	331
Lead <sup>3</sup> (mg/kg)	1250
Mercury (mg/kg)	0.54
Thallium (mg/kg)	2.6
Zinc (mg/kg)	773

Notes:

1. Soil cleanup goals (CUGs) are human health risk-based values. These values are protective of the most conservative receptor under an industrial use scenario, a future construction worker (a daycare facility is prohibited), unless otherwise noted. The CUG values for metals are normalized according to the post-remediation HQ distribution for a future construction worker. Soil cleanup goals are for surface, subsurface, and ditch soils.
2. The total value for SVOCs cannot exceed 50,000 ug/kg (TAGM 4046).
3. This value was selected as the cleanup goal for lead in accordance with the publication "Recommendations of the Technical Review Workgroup for Lead for an Interim Approach to Assessing Risks Associated with Adult Exposures to Lead in Soil" (USEPA, December 1996). Refer to the *Remedial Action Objectives* section in the Proposed Plan for a more detailed discussion.