



THE MEMPHIS DEPOT TENNESSEE

ADMINISTRATIVE RECORD COVER SHEET

AR File Number 152



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENVIRONMENTAL CENTER
ABERDEEN PROVING GROUND, MARYLAND 21010-5401

22 FEB 1996

SFIM-AEC-BCB (200)

MEMORANDUM FOR Commander, Defense Distribution Depot Memphis,
ATTN: DDMT-DE (Ms. Christine Kartman),
2163 Airways Boulevard, Memphis, TN 38114-5210

SUBJECT: Draft Record of Decision for Interim Remedial Action of
the Groundwater at Dunn Field (OU-1) at the Defense Distribution
Depot Memphis, TN

1. References:

a. Memorandum, Director of Environmental Programs, DAIM-ED-R,
12 Sep 95, subject: Interim Army Policy on Natural Attenuation for
Environmental Restoration (encl 1).

b. Memorandum of Understanding Between the U.S. Army Materiel
Command (AMC) and Defense Logistics Agency (DLA) for Disposal of
AMC-Owned, DLA-Operated Base Closure Properties (encl 2).

2. We have reviewed the subject document and have the following
comments:

a. No information was provided on the assumptions made for
determining the cost estimates, particularly the operation and
maintenance costs. We assume that 30 years was used as the
operating time. The total time of operation should be included.

b. Alternative 8 assumes that treatment is not necessary.
However, the costs are the same as for alternative 3 that includes
treatment. This should be clarified. Since the City of Memphis
Sewer Use Ordinance does not allow discharge of volatile organic
compounds in the municipal system without written permission, it
should be assumed for cost estimating purposes that treatment would
be required.

c. It is Army and Air Force policy to look at natural
attenuation as one of the alternatives. While not DOD policy, you
may want to include this option as a separate alternative and in
conjunction with one of the other alternatives with the on-site
extraction wells.

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d. The necessity of the interim action should be explained in the context of the ongoing remedial investigation that will develop a final solution.

3. Request that a copy of the Record of Decision be formally transmitted to AMC for legal review prior to signature. Per reference 1b, AMC would be responsible for operating the recovery system after it has been determined that the property can be transferred to a non-federal entity in accordance with CERCLA 120 (h).

4. If you have any questions or comments, please contact Mr. Jeff Waugh at commercial (410) 671-1615 (DSN 584).

FOR THE COMMANDER:



PAUL E. WOJCIECHOWSKI
LTC, CM
Acting Chief
Base Closure Division

2 Encls

CF:
HQDA(DAIM-BO/LTC TUEBNER), (DAIM-ED-R/MS. ROBIN MILLS), ACSIM,
600 ARMY PENTAGON, WASH DC 20310-0600

Commander, U.S. Army Materiel Command, ATTN: AMCSO (Mr. James Davidson), 5001 Eisenhower Ave., Alexandria, VA 22333-0001
Commander, Defense Logistics Agency, ATTN: CAAS (Ms. Karen Moran), Fort Belvoir, VA 22060
Commander, Defense Distribution Region East, Administrative Support Center East, ATTN: ASCE-WP (Mr. Clarence L. Smith), Building 1-1, New Cumberland, PA 17070-5001

REPLY TO
ATTENTION OFDEPARTMENT OF THE ARMY
ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT
400 ARMY PENTAGON
WASHINGTON DC 20310-0500

152 3

CF:
3CB
Employee
OK
SDec

12 SEP 1995

DAIM-ED-R (200-1c)

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Interim Army Policy on Natural Attenuation for
Environmental Restoration

1. This memorandum provides interim policy for requiring the consideration of natural attenuation as a remedial action alternative for installation restoration activities under the authorities of Comprehensive Environmental Response, Compensation, and Liability Act Superfund Amendments and authorization Act of 1986, Resource Conservation and Recovery Act, Underground Storage Tanks, National Environmental Policy Act, or relevant State and local regulations. This policy should be implemented immediately for decision documents or Records of Decision resulting from Army's environmental actions.

2. While natural attenuation has no specific regulatory definition, the U.S. Army defines natural attenuation as "the reduction of contaminant concentrations in the environment through biological processes (aerobic and anaerobic biodegradation, plant and animal uptake), physical phenomena (advection, dispersion, dilution, diffusion, volatilization, sorption/desorption), and chemical reactions (ion exchange, complexation, abiotic transformation)." Terms such as "intrinsic remediation" or "bio-transformation" are included within the more general natural attenuation definition.

3. Natural attenuation is not a no-further-action alternative. Natural attenuation typically requires extensive monitoring to ensure that the predicted natural processes are taking place. Natural attenuation remedies might take longer than engineered remedies to correct the problem. Additionally, there should be a readily available contingent remedy for the site. It will take credible scientific data, site characterization data, and predictive modeling to prove that natural processes are sufficient to reduce risk in the time frame required. The Army will need that proof to ensure acceptability of the natural attenuation remedy.

Encl. 1

DAIM-ED-R (200-1c)

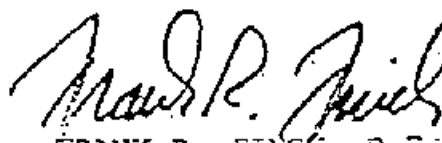
SUBJECT: Interim Army Policy on Natural Attenuation for Environmental Restoration

4. The Army is presently not giving full consideration to natural attenuation as a potential remedy for environmental contamination. Therefore, it is Army policy that natural attenuation must be considered as a candidate remedy for contaminated sites either alone or in combination with active engineered measures. An engineered remedial action will not be approved unless data exists to prove that natural attenuation is inappropriate for a site cleanup.

5. Full protocols on the use of natural attenuation for different classes of contaminants commonly found at Army bases are presently under development at the US Army Environmental Center (USAEC). Until these protocols are available, use of the Air Force Center for Environmental Excellence's protocol (Technical Protocol for Implementing the Intrinsic Remediation (Natural Attenuation) with Long-term Monitoring Option for Dissolved-Phase-Fuel Contamination in Ground Water) for petroleum contaminants is recommended. Questions concerning other media/contaminants should be addressed to Mr. Ira May, POC at USAEC, (SEIM-AEC-IRG), Comm (410) 671-1522, DSN 584-1522 or FAX (410) 671-1548.

6. The Office, Director of Environmental Programs POC is Mr. Michael Vcgt, (DAIM-ED-R), Comm (703) 693-4635, DSN 223-4635 or FAX (703) 697-0338.

FOR THE ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT



FRANK R. FINCH, P.E.
Colonel, GS
Director, Environmental Programs

DISTRIBUTION:

HQDA(SAILE-ESOH/MR. NEWSOME), 110 ARMY PENTAGON, WASH DC
20310-0110

HQDA(DAAR-EN), 1815 N. FORT MYER DR., ARLINGTON, VA 22209

(CONT)

→ WILL BE PUT ON DENIX ASAP

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ARMY MATERIEL COMMAND (AMC)

AND

DEFENSE LOGISTICS AGENCY (DLA)

FOR

DISPOSAL OF

AMC-OWNED, DLA-OPERATED

BASE CLOSURE PROPERTIES

The purpose of this Memorandum of Understanding (MOU) is to assign general responsibilities for the disposal of base closure real estate, which is owned by Army Materiel Command (AMC) but operated, through real estate permits, by the Defense Logistics Agency (DLA). In general, the DLA will be responsible for cleanup costs and compliance at the real estate up to the time that the appropriate regulatory agency determines the land is suitable to transfer. The Army will be responsible for all costs subsequent to the approval of a Statement of Condition (SOC).

BACKGROUND:

The Base Closure and Realignment Act of 1990 (PL 101-510) directs the closure of a number of installations, which are owned by AMC but operated by DLA. The President's Five Part Plan to Revitalize Base Closure Communities, combined with the Base Closure Community Assistance Act (Public Law 103-160, Title XXIX, Subtitle A, the Pryor Amendment) and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, direct a structured process to promote the rapid creation of new jobs at these sites. This MOU assigns responsibilities between DLA and AMC to comply with these authorities.

RESPONSIBILITIES:

I. ENVIRONMENTAL RESTORATION

- A. Existing real estate permits require DLA to return the AMC properties in a condition satisfactory to the Secretary of the Army. It is agreed that a "condition satisfactory to the Secretary of the Army" is one where environmental remediation has proceeded to the point where the property legally can be transferred by deed to a private, non-federal entity under CERCLA § 120(h).

1. For property identified as uncontaminated in accordance with CERCLA § 120(h)(4), the transfer from DLA to AMC may not occur until the Administrator of the EPA has concurred that the property is uncontaminated for all real property on the National Priorities List, or the appropriate State official has concurred in the case of all other property. Concurrence is deemed to be obtained if, within 90 days after receiving a request for the concurrence, the state official has not acted, by either concurring or declining to concur, on the request for concurrence by DLA.
 2. For contaminated or potentially contaminated property, the transfer from DLA to AMC will occur when all remedial action required to transfer the property to a non-federal entity has occurred in accordance with CERCLA § 120(h). "All remedial action" has been taken if construction and installation of an approved remedial design has been completed, and the remedy has been demonstrated to the Administrator of the EPA to be operating properly and successfully.
- B. DLA shall plan, budget, and execute a comprehensive environmental restoration of the AMC BRAC properties subject to this MOU. Funds authorized, appropriated, or transferred into the Department of Defense Base Closure Account and allocated by the Department of Defense to DLA shall be the source of funds for environmental restoration projects covered by this MOU. Should such funds be unavailable to meet DLA's obligations under this MOU, DLA agrees to seek sufficient funds from the Environmental Restoration, Defense appropriation, or other environmental restoration appropriations, if available, subject to the limitations set forth in Section 2906(d) of the Defense Base Closure and Realignment Act of 1990, as amended. If sufficient appropriated funds from either the Base Closure Account or the Environmental restoration, Defense appropriation are not available in any fiscal year, AMC/Army and DLA will begin negotiations to

equitably apportion responsibility for funding the unfunded obligation and amend this MOU accordingly.

- C. Any requirement for payment or obligation of funds by DLA or AMC/Army established by the terms of this MOU shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.
- D. When environmental restoration has advanced to the point where property conveyance is legally permissible, as defined in paragraph A, above, DLA will immediately begin preparation of a SOC. AMC agrees to complete review of the SOC within 60 days after receipt of the SOC from DLA. Upon completion of the SOC review, AMC will assume responsibility for caretaking and disposition, including funding of any continuing remedial activities and any additional remediation found necessary after the date of transfer.
- E. AMC/Army and DLA agree to work jointly in the preparation of any Army-unique requirements or documentation associated with the environmental restoration process. All other environmental restoration tasks and documentation, required either by statute or DOD authority, shall be the responsibility of DLA.

II. PROPERTY REUSE

- A. The President's Five Part Plan for Revitalization of Base Closure Communities, the Pryor Amendment, and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 identify a structured reuse process and entitlements for various groups with a stake in reuse of the BRAC properties (e.g. state/local governments, local redevelopment authorities, homeless providers).

DLA shall be responsible for this reuse process, serving as the community's single DOD-focal point, until property conveys to a new owner, or the completion of environmental restoration, as defined above.

- B. The Army Corps of Engineers (the Corps) will be the real estate agent for all interim leases and conveyance transactions.
- C. It is agreed that the Corps' service charges for such support will be divided accordingly:
 - o Interim leasing expenses (e.g. appraisals, applicable screening, solicitations to lease, lease execution and administration) will be the responsibility of DLA.
 - o Property conveyance expenses (e.g. appraisals, applicable screening, solicitations to sell, conveyance documentation) will be the responsibility of the Army.
- D. The National Environmental Policy Act (NEPA) documentation will be handled similarly, with Army paying for the disposal/reuse study and DLA financing studies required for interim leasing. AMC will be the proponent for the disposal action, and DLA will be a cooperating agency. DLA will be the proponent for the interim leasing actions, and AMC will be a cooperating agency.
- E. Army will be responsible for funding and executing cultural resource surveys required for property disposal.
- F. AMC/Army and DLA agree to work jointly in the preparation of any Army-unique requirements or documents associated with the base re-use process. All other reuse tasks and documentation, required either by statute or DOD authority, shall be the responsibility of DLA.

III. ENVIRONMENTAL COMPLIANCE

- A. DLA will be responsible for compliance with environmental laws, regulations, and standards until such time as AMC assumes responsibility for caretaking and disposition, as described in paragraph 1D. above.

OTHER RESPONSIBILITIES:

Unless otherwise provided for in this MOU, AMC, Army and DLA will continue to discharge their duties, as prescribed in the permits DLA has with AMC, until the permit is formally terminated by the interested parties. This MOU does not take precedence over the aforementioned permit, except as stated herein.

This MOU may be amended at any time, in writing, by the mutual agreement of all parties signing this document or their successor organizations.

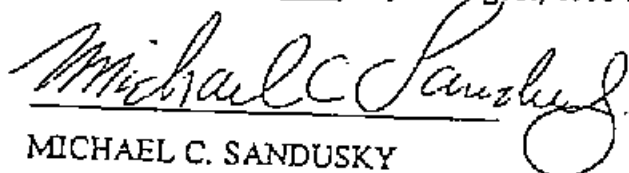
EFFECTIVE DATE:

The effective date of this MOU will be the date of signature of the last signature party.

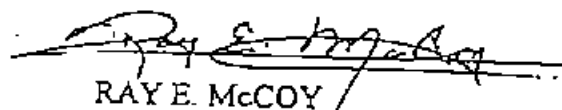
TERMINATION DATE:

This MOU shall be terminated on a date mutually agreed to by the parties signing this document or their successor organizations.

Agreed to this 15th Day of August, 1995 by



MICHAEL C. SANDUSKY
Chief, Special Analysis Office
HQ, AMC



RAY E. MCCOY
Major General, USA
Deputy Director, DLA

FINAL PAGE

ADMINISTRATIVE RECORD

FINAL PAGE

FINAL PAGE

ADMINISTRATIVE RECORD

FINAL PAGE