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File: 541.460.000n
M.D.



**THE MEMPHIS DEPOT
TENNESSEE**

**ADMINISTRATIVE RECORD
COVER SHEET**

AR File Number 991



IN REPLY
REFER TO

DEFENSE LOGISTICS AGENCY

DEFENSE DISTRIBUTION CENTER
2001 MISSION DRIVE
NEW CUMBERLAND, PA 17070-5000

DDC-DES-EE

June 10, 2009

Mr. Turpin Ballard
Environmental Protection Agency, Region 4
Office of Solid Waste
Federal Facilities Branch
61 Forsyth Street, SW
Atlanta, GA 30303

Mr. Jamie Woods
Tennessee Department of Environment and Conservation
Division of Remediation
Suite E - 645 Perimeter Park
2510 Mt Moriah Road
Memphis, Tennessee 38115-1520

SUBJECT: Request for Extension, Dunn Field Off Depot Notice of Remedial Action (RA) Implementation

Dear Sirs:

As provided in Section XXII of the Defense Depot Memphis Tennessee (DDMT) Federal Facilities Agreement (FFA), the Defense Logistics Agency (DLA) hereby provides notification of delay in mobilization for the Off Depot Groundwater RA and requests an extension for the Notice of RA Implementation. An extension of 30 days is requested for the Notice, which will change the submittal date of 19 May 2009 to 18 June 2009. This extension will result in a delay in submittal of the Off Depot Interim RA Completion Report, Rev. 0 from 27 December 2010 to 26 January 2011; the submittal of the Rev. 1 IRACR scheduled for 25 June 2011 will not change.

The delay resulted from difficulty in completing the access agreement with Memphis, Light, Gas and Water (MLGW). Although initial discussions began with MLGW in June 2008 and have occurred steadily since, the access agreement could not be negotiated in final terms until the Final Remedial Design process was completed (including the public involvement process which concluded in February 2009) and the Record of Decision Amendment was signed (the final signature was obtained 19 March 2009).

DLA believes good cause, as defined in Section XXII.B. of the FFA, exists due to an event of "Force Majeure" as defined in Section XXIII of the FFA. Section XXIII(A) states that "Force Majeure shall mean any event arising from cause beyond the control of

a Party that causes a delay in or prevents the performance of any obligation under this Agreement. Examples of events that may constitute a Force Majeure include....inability to obtain, at reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approvals, permits or licenses due to action or inaction of any governmental agency or authority other than the Party claiming the Force Majeure..."

DLA has been diligent in attempting to obtain access to MLGW's property, and the terms of the access agreement were settled on 2 June 2009. The document was signed by DLA on 3 June 2009 and was hand-delivered to MLGW on 5 June 2009 for their signature; we expect their final signature this week. Mobilization of equipment and personnel for site preparation and drilling is scheduled for the week of 15 June 2009.

Should you have any questions regarding this request, please don't hesitate in contacting me at (717) 770-6950 or the e²M Project Manager, Tom Holmes, at (404) 237-3982.



MICHAEL A. DOBBS
Chief
Environmental, Safety
and Occupational Health

cc: e²M (Holmes)

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