

RESTORATION ADVISORY BOARD

FORT McCLELLAN, ALABAMA

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Taken before SAMANTHA E. NOBLE, a Court
Reporter and Commissioner for Alabama at Large, at
Building 141-A, Basement Conference Room, Fort
McClellan, Alabama, on the 19th day of July, 1999,
commencing at approximately 6:30 p.m.

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1 MR. RON HOOD: Since I was running
2 late, I think we're about ready to start. It's about
3 five minutes after starting time, so let me go ahead
4 and take the roll here. I'm sort of new to this.
5 Pete Conroy is gone today. Ron Levy is here. Ike
6 Brown? James Buford?

7 MR. JAMES BUFORD: Here.

8 MR. RON HOOD: Barry Cox? Donald
9 Cunningham?

10 MR. DONALD CUNNINGHAM: Here.

11 MR. RON HOOD: Jerome Elser?

12 MR. JEROME ELSER: Here.

13 MR. RON HOOD: Alan Faust? Dr.
14 Mary Harrington? Mayor Kimbrough? Margarette
15 Longstreth?

16 MS. MARGARETTE LONGSTRETH: Here.

17 MR. RON HOOD: James Miller? Jimmy
18 Parks? Fern Thomassy?

19 MR. FERN THOMASSY: Here.

20 MR. RON HOOD: Charles Turner?

21 MR. CHARLES TURNER: Here.

22 MR. RON HOOD: I'm going to murder
23 this name. Tom --

1 MR. TOM TURECEK: Turecek.

2 MR. RON HOOD: -- Turecek, okay.

3 MR. TOM TURECEK: Here.

4 MR. RON HOOD: Bobby Weston?

5 MR. BOBBY WESTON: Here.

6 MR. RON HOOD: Bart Reedy?

7 MR. BART REEDY: Here.

8 MR. RON HOOD: And Chris Johnson?

9 MR. CHRIS JOHNSON: Here.

10 MR. RON HOOD: And again, this is
11 the first time I've done this, so bear with me. Has
12 everyone had a chance to look at the minutes that were
13 sent out? And does anybody have any comments on them?

14 MR. RON LEVY: We've got nine
15 voting members, so we can approve the minutes.

16 MR. RON HOOD: Okay. Anybody have
17 a motion to approve the minutes then?

18 MR. FERN THOMASSY: So moved.

19 MR. JAMES BUFORD: Second.

20 MR. RON HOOD: All in favor? Any
21 opposed?

22 (None opposed.)

23 MR. RON HOOD: Under old business,

1 we've got the FOST and FOSL discussion. I'm not sure
2 what you had in mind for that.

3 MR. RON LEVY: If you'll remember
4 during the last meeting, we provided to RAB members
5 copies of the FOST and FOSL. The FOSL was for the
6 parks and recreation and the FOST was the waste water
7 treatment plant. At the time I had asked for any
8 input, but knowing that it was the first time you saw
9 it --

10 MS. JOAN MCKINNEY: They're making
11 more copies.

12 MR. RON LEVY: -- knowing it was
13 the first time you saw it, what we said was we'd let
14 you take it home and spend some time looking at it and
15 come back during the next RAB meeting and we can open
16 the discussion back up. And we followed with some
17 additional discussion.

18 So, at this point, if somebody
19 wants to kind of chime in in terms of what comments or
20 discussion you want to talk about, in terms of the
21 FOSL, instead of me just trying to lead it.

22 MR. FERN THOMASSY: Ron, has there
23 been any progress since the last meeting in resolving

1 the issues between environmental agencies and the Army
2 on how the lease for the parks and recreation portion
3 of it would be worded?

4 MR. RON LEVY: Since the last
5 meeting, we have received comments from EPA and Bart
6 and we received a letter from ADEM and Chris, and
7 we're right now in the process of working those. In
8 fact, we expect to be able to send something out here
9 by the end of the week, although you have not seen it.

10 There is some substantial comments
11 in there. A lot of those comments just will not be
12 resolved. Some of those we will attempt to answer the
13 best we can and tell them what our position is, but
14 that's really where we're at with that.

15 MR. BART REEDY: So, you do
16 anticipate having unresolved comments?

17 MR. RON LEVY: Very much. And I --
18 we kind -- as a disadvantage to you, Bart, since we
19 haven't sent out what those are, but we really didn't
20 -- didn't receive the comments until last week.

21 MR. BART REEDY: I understand.

22 MR. RON LEVY: So, we've been busy
23 working at them.

1 MR. DONALD CUNNINGHAM: How will
2 you go about resolving the unresolved comments?

3 MR. RON LEVY: Our requirement is
4 not -- as the Army understands it, as we see it, we
5 can attach unresolved comments to the FOSL. That's
6 our intent.

7 MR. DONALD CUNNINGHAM: Are you
8 saying that that would not preclude and the FOSL would
9 then be allowed to be executed with the unresolved
10 comments attached?

11 MR. RON LEVY: As the law allows,
12 yes.

13 MR. RON HOOD: Uh --

14 MR. FERN THOMASSY: Is the Army's
15 intention to issue that FOSL next month?

16 MR. RON LEVY: Is the Army's
17 intention to issue that FOSL? You've gotten a copy of
18 the initial draft FOSL that we gave --

19 MR. FERN THOMASSY: Right.

20 MR. RON LEVY: -- out. And that
21 FOSL was also provided for review to EPA and the
22 State. And we've gotten those comments back.

23 Now, what we'll do is we'll take --

1 and there are some that we are going to resolve. In
2 fact, there is quite a few that we are going to
3 resolve and put into a revised FOSL. And we will send
4 that FOSL out when we send out the comments to --
5 response to their comments.

6 MR. FERN THOMASSY: What does that
7 mean, "send it out"?

8 MR. RON LEVY: We'll send it back
9 out to the regulatory agencies and we will also
10 provide it for the public to review or to see.

11 MR. FERN THOMASSY: Is there a
12 period of time? In other words, there is an issue,
13 especially with the golf course, in getting it turned
14 over and maintaining it and maintaining the staff that
15 is associated with it, and I'm wondering how those
16 time lines conflict or support one another?

17 MR. RON LEVY: We think we're on
18 track, based upon what we're doing now in being able
19 to turn the property over, in knowing that we're going
20 to have unresolved comments attached to the FOSL and
21 sending it forward, to meet a 26 August deadline.

22 Now, again, as I've pointed out,
23 there are unresolved comments that will go forward.

1 MR. FERN THOMASSY: For formal
2 leasing of the property by 26th of August is the
3 target date?

4 MR. RON LEVY: Yes, sir.

5 MR. FERN THOMASSY: That's what I
6 was trying to get at.

7 MR. KEN WHITLEY: Ron, these
8 unresolved comments, I'm of the understanding that
9 that's not all that unusual a thing. That's the way
10 it was described to me, in other base closures. I
11 don't know about Alabama, but other places that those
12 are common. Have you heard that?

13 MR. RON LEVY: Yeah. In fact, that
14 happens quite a bit, not just on FOSLs but on FOSTs,
15 as well. That's never the intent. The intent is to
16 resolve all comments.

17 MR. KEN WHITLEY: Yeah, that would
18 be nice. But we don't know today what those are?

19 MR. RON HOOD: I thought we were
20 going to get some sort of response from EPA and ADEM
21 to the way they would like to have seen that lease and
22 FOSL drawn up.

23 MR. RON LEVY: One of the things

1 that Bart had sent me was the draft, your definition
2 of draft institutional controls for sight-specific for
3 the FOSL, as well as those for base-wide. Am I right?
4 And I do have those upstairs. And I was going to ask
5 Bart whether or not he wanted to distribute those
6 tonight --

7 MR. BART REEDY: Sure.

8 MR. RON LEVY: -- to the RAB. I'll
9 have to get those and get copies made of them. In
10 fact, they're making copies of something right now.
11 Karen, can I ask you to make some copies of Bart's
12 comments?

13 MS. KAREN PINSON: Yeah. Do you
14 want them now?

15 MR. RON LEVY: Would you be okay
16 for all the comments or --

17 MR. BART REEDY: Yeah.

18 MR. RON LEVY: -- or just for the
19 --

20 MR. BART REEDY: Yeah, you can send
21 all of them out, if you want to.

22 MR. RON LEVY: All right.

23 MS. KAREN PINSON: Would you like

1 them now?

2 MR. RON LEVY: Yeah. That will
3 take just a minute and we can get those out to you.

4 MR. RON HOOD: We appreciate that.
5 That way at least we'll know more specifically what
6 the problems are.

7 MR. RON LEVY: As you've all looked
8 through the document, is there any other questions,
9 concerns, issues about the FOSL that you were provided
10 that you want to bring up now?

11 MR. DONALD CUNNINGHAM: I have some
12 information through our sources that there has been a
13 change in the allowing the irrigation of the golf
14 course from Cane Creek. Is that a recent -- are you
15 aware of that?

16 MR. RON LEVY: I'm sorry, I'm not
17 --

18 MR. DONALD CUNNINGHAM: That the
19 irrigation of the golf course from Cane Creek has been
20 prohibited and that the golf course must attach to the
21 city water system in order to obtain the water to
22 water the golf course. Have you heard that?

23 MR. RON LEVY: We had conducted a

1 study awhile back related to the irrigation of the
2 golf course. In that study, we looked at some
3 options, in terms of connecting it to the city water
4 system. There was problems associated. It was
5 extremely expensive. But as far as at this point,
6 whether or not anything is being held up or the
7 irrigation of the golf course has stopped, no, I'm not
8 aware of that.

9 MR. KEN WHITLEY: There is nobody
10 here from the city this evening?

11 MR. RON LEVY: No.

12 MR. FERN THOMASSY: Are there any
13 regulatory concerns or issues with the use of that
14 water to irrigate the golf course?

15 MR. CHRIS JOHNSON: There possibly
16 could be, yes. Especially since we don't know the
17 condition of the water in the creek. That's why we're
18 waiting on the investigations to get completed.

19 MR. FERN THOMASSY: Is that
20 possibly one of the limitations in the lease then,
21 preventing that from occurring until that SI is done?

22 MR. BART REEDY: That's not -- the
23 issue of watering the golf course in that entire

1 scenario you had there is not addressed by the lease.

2 MR. RON HOOD: What seems to be the
3 problem with watering the golf course from Cane Creek,
4 which the same water initially flows off the base and
5 would be the same quality, if not worse, and then it
6 would be used for any purpose anybody wanted to use it
7 for?

8 MR. BART REEDY: The -- I think the
9 point that Chris made is the valid point; that is, we
10 don't have the data back on the surface water, yet. I
11 have not reviewed that surface water. The reason that
12 we are looking at the golf course is through the --
13 because of the very vigorous application of pesticides
14 and herbicides over the years and the impact that is
15 -- that that action may have on the water. That's
16 what we're looking at right now. There is also a side
17 dish here --

18 MR. CHARLES TURNER: That the water
19 might be polluted from the golf course? I thought the
20 issue was polluting the golf course from the water
21 from the creek.

22 MR. CHRIS JOHNSON: Well, it can
23 work both ways. What you've got to keep in mind here

1 is looking at this scenario, if the water was
2 contaminated at levels that what we felt were high, to
3 me, the probable scenario would be more of a
4 ecological concern. You're watering your grass with
5 water that has probably high levels of herbicides and
6 pesticides possibly. So, we're looking -- I would
7 look at it from --

8 MR. CHARLES TURNER: That came from
9 the golf course?

10 MR. BART REEDY: Yeah.

11 MR. CHRIS JOHNSON: That possibly
12 could come from the golf course or other sources at
13 Fort McClellan. Since Cane Creek actually drains the
14 majority of main post, that's why we're concerned
15 about the quality of the water, we're concerned about
16 the sediment, we're concerned about the contaminants
17 in the sediment and the water, more so on an
18 ecological standpoint. How is it impacting plant
19 life? How is it impacting the fish communities? How
20 is it impacting various ecological receptors? So,
21 using the water to water the golf course could in turn
22 affect the plant life, which could affect say the deer
23 eating the grass on the golf course, so forth and so

1 on. That's the scenario I would be concerned about.

2 MR. RON HOOD: Well, what I'm
3 looking at is if there's a problem with the water,
4 this water does flow off the Fort, and from that point
5 on it's used for multiple purposes --

6 MR. BART REEDY: Sure.

7 MR. RON HOOD: -- and all kinds of
8 agriculture. Well, right down there is a guy got a
9 farm.

10 MR. CHRIS JOHNSON: Exactly.

11 MR. RON HOOD: So, if there is a
12 problem with watering the golf course, what problems
13 are there for agricultural use just off the Fort?

14 MR. BART REEDY: Well, I would
15 expect that we're going to find mild contamination in
16 the water, that is my suspicion. We don't have the
17 data back.

18 MR. KEN WHITLEY: Isn't that
19 probable on any body of water that you would sample
20 nowadays, within reason, due to runoff from farms?

21 MR. BART REEDY: It's frequent,
22 yeah, it's very frequent. But that's one of -- that
23 is one of the things that we are going to look at.

1 And then there is -- if the data comes back that the
2 water is problematic, then is where the idea of risk
3 management comes in. Is this really a problem? Yeah,
4 we've got a flag here. Do we need to get twisted up
5 about it? And that's where we -- that's where the
6 decisions are made.

7 MR. KEN WHITLEY: Is there any way
8 maybe so that they can continue to use that water for
9 irrigation until such time you shall make that
10 decision?

11 MR. BART REEDY: Apparently, there
12 are.

13 MR. KEN WHITLEY: There is nothing
14 stopping using it?

15 MR. BART REEDY: No, there is
16 nothing prohibiting that right now.

17 MR. FERN THOMASSY: I read
18 something in there about the gray bat. Does that --

19 MR. KEN WHITLEY: Oh, yeah.

20 MR. FERN THOMASSY: -- make it more
21 serious and does that make the problem greater than
22 just the things you've talked about?

23 MR. CHRIS JOHNSON: Absolutely.

1 MR. BART REEDY: But again, we --

2 MR. FERN THOMASSY: Can that stop
3 it and stop it from being used on the golf course as
4 the golf course would be turned over by a FOSL in any
5 near term?

6 MR. RON LEVY: The gray bat issue
7 had to do with -- and we went through an informal
8 consultation with Fish and Wildlife and we did a
9 biological assessment for that. And it was the only
10 species, endangered species that was required to be
11 evaluated through the biological assessment.

12 Issues there was their habitat ran
13 the course of the golf course, the length of the golf
14 course. In fact, there was other habitat that ran up
15 through the entire Cane Creek drainage. But the
16 moderate quality was in and around the golf course.
17 And the issue really was -- because they frequent the
18 path of the golf course and essentially they forage
19 there for insects -- to keep from cutting trees within
20 fifty meters, because the canopy of the trees actually
21 keeps the insects inside and allows the gray bat to go
22 and forage through there.

23 And then the other thing that we

1 agreed to with Fish and Wildlife was that there were
2 certain types of pesticides that were sensitive to
3 gray bat that would not be part of -- would be a
4 requirement that they would not be applied in that
5 area, so there was restrictions associated with that.
6 In fact, elimination of it altogether.

7 That is also going to be part of
8 the lease and transfer. Those restrictions will be in
9 the deed and they'll be in the lease. In fact that's
10 what the covenant was all about. And there was
11 specific language that Fish and Wildlife wanted us to
12 put in there. And in fact, that was the language that
13 you saw in the FOSL that talked specifically about
14 that. And we captured that.

15 But that's here and now. I think
16 they're applying what's occurred in the past, in terms
17 of any pesticide runoffs from past actions.

18 The Army's position is that we
19 applied the pesticides in accordance with the label,
20 which is what EPA's law is all about, you know, when
21 the law was in place. Now, we can't talk about past
22 -- past practices from that, but we haven't done
23 anything that we know of since the law was in place

1 that would have impacted -- I don't know I want to say
2 that -- we have applied pesticides and herbicides in
3 the golf course in accordance with what the law
4 requires. That's what I really want to say. And we
5 continue to do that. And we have a pest management
6 plan in place that we use to do that with. That plan
7 will be passed off to the lessee and the future users
8 of the golf course, as well. And that's all based
9 upon what we discussed and agreed to with Fish and
10 Wildlife Service.

11 MR. RON HOOD: So, is there
12 anything that would -- is there anything about the
13 gray bat that would preclude the golf course from
14 being used as a golf course in the future, which would
15 be my biggest question?

16 MR. RON LEVY: No. Within the
17 biological assessment, there was no restriction that
18 you cannot use it as a golf course. As I said, it had
19 to do with the trees that were within the moderate
20 quality habitat that ran through the golf course and
21 with the use of pesticides, which we agreed we would
22 use it in accordance with the plan that was developed.

23 MR. RON HOOD: Okay.

1 MR. RON LEVY: And that BA, I
2 believe, is also part of the public, out there for
3 public -- for the public to see. It should be in the
4 library.

5 MS. JOAN MCKINNEY: Yes.

6 MR. RON LEVY: Both the libraries.

7 MS. JOAN MCKINNEY: Yes, it is.

8 MR. RON LEVY: We can also make
9 that available, if somebody just wants a copy of it.
10 MR. RON HOOD: Any more discussion
11 on that? You gave us two other ones, and I don't have
12 them with me today.

13 MR. CHARLES TURNER: I do have a
14 question about the FOST on the fire station, on
15 building 69, the fire station. And maybe all I need
16 is for you to take me through it again.

17 But what this is is the
18 Government's document that announces that it's -- that
19 building 69 is ready to be transferred, right?

20 MR. RON LEVY: Simply put, yes.

21 MR. CHARLES TURNER: And that this
22 just relates to the Government's position on the
23 transfer?

1 MR. RON LEVY: It relates
2 information about the particular property, its
3 condition.

4 MR. CHARLES TURNER: Right. For
5 instance, there is -- the environmental protection
6 provisions include an access clause that looks like it
7 would deny the grantee of quiet possession of the
8 property. And I'm not real clear on how that would
9 work. I mean, does that go on a deed?

10 MR. RON LEVY: I'm sorry, say your
11 question again.

12 MR. CHARLES TURNER: That
13 environmental protection provisions contain an access
14 clause that appear to deny the grantee of quiet
15 possession of the property. It gives -- they have the
16 right to enter into the property and conduct tests and
17 do that kind of thing. There is no time limit or
18 other restrictions imposed on this access, so, it
19 sounds like the Government can re --

20 MR. RON LEVY: What page are you
21 on?

22 MR. CHARLES TURNER: Page
23 attachment 2-1.

1 MR. RON LEVY: Let me be sure I
2 know what you're looking at. Okay now, again, what
3 was your question? You want me to -- you're asking a
4 question about the access clause?

5 MR. CHARLES TURNER: The access
6 clause, deny -- I think it warrants quiet possession.
7 It could be that I just don't understand how it will
8 work. That was essentially my question. Will this go
9 in a deed?

10 MR. RON LEVY: In this case, yes,
11 it would. It would allow us to go in and -- because
12 of ongoing investigation, potential ongoing
13 investigations, as it were, to access the property to
14 come in and if we needed to put a well in or do
15 something along the line of impacting on the property
16 for investigation standpoint, it would give us the
17 access to do that.

18 MR. CHARLES TURNER: There is no
19 limit on it, though. It goes on forever, right?

20 MR. RON LEVY: Yeah, basically. If
21 there is ever a discovery, we'd need to come back in
22 and do something.

23 MR. CHARLES TURNER: Is it then,

1 just because it's tied to the Government's obligation
2 to clean up?

3 MR. RON LEVY: It is.

4 MR. CHARLES TURNER: So, if it was
5 important to the grantee, then they could release say
6 the Government from its obligation to indemnify?

7 MR. RON LEVY: I don't believe
8 that's the case. I don't think they can do that
9 because of what CERCLA 120-H calls for.

10 MR. BART REEDY: Would you say that
11 again, Charles? I didn't hear you.

12 MR. CHARLES TURNER: I said that --
13 I was thinking how it could -- how this clause could
14 affect the marketability of the property just because
15 it inhibits the eventual grantee's ability to quietly
16 possess the property. I mean, at any moment, the
17 Government could march in and start drilling holes and
18 effectively dispossess the grantee. So, I asked Ron
19 if it wouldn't be possible for a grantee who was not
20 concerned about the environmental liability out there
21 just to release the Government from any -- or
22 indemnify the Government from anything found that was
23 environmentally sensitive.

1 MR. BART REEDY: I don't believe
2 that that -- and Martha can speak to that. Excuse me,
3 I brought -- Martha Brock is one of our attorneys, and
4 she's picked up the Fort McClellan -- I don't believe
5 that the requirement for the covenant is -- the
6 grantee does not have the authority to change that 120
7 covenant. The Army is responsible to come back,
8 should something be found or should somebody highly
9 suspect something, they have the obligation to come
10 back.

11 Part of that obligation is to
12 determine, is there something going on here, is there
13 a problem. The only way they can determine if there
14 is a problem is to have access to the property. So,
15 Congress saw fit to have a very small chain on the
16 Army in this case to bring them back to the site.
17 They can't come back to the site unless they have
18 access. And that is not something that you, as a
19 recipient of the property, can give away.

20 MR. RON LEVY: And I would tell you
21 that's what the Army -- how the Army sees it, as well.
22 It's in the law. Martha, did you know something
23 different?

1 MS. MARTHA BROCK: No. Just
2 Congress, you know, wants the United States to be
3 responsible for any clean up. And the only way it can
4 actually be responsible for clean up is if at the time
5 of transfer they retain access to that property.

6 MR. CHARLES TURNER: So, will that
7 appear in each deed that the Government gives out
8 here?

9 MS. MARTHA BROCK: Yeah.

10 MR. CHARLES TURNER: There is an
11 access clause. Is there any -- what if a grantee say
12 in five years has some thriving retail business and
13 all of a sudden the Government comes in and starts
14 drilling holes say in the middle of the retail space
15 -- is what I'm thinking -- completely shuts it down,
16 there is no redress for the grantee, right.

17 MS. MARTHA BROCK: Not that I know
18 of.

19 MR. CHARLES TURNER: It's just the
20 --

21 MR. BART REEDY: That's the way I
22 understand it, too.

23 MR. CHARLES TURNER: And this is

1 perpetual?

2 MR. BART REEDY: That is the way I
3 understand it.

4 MR. RON HOOD: There is no way of
5 including some language like, in mutually agreeable
6 hours or anything like that?

7 MR. CHARLES TURNER: No, it doesn't
8 look like there is going to be anything mutual in it.

9 MR. BART REEDY: In reality that's
10 the way -- you know, that is the way that it does
11 work. This language is extracted really from CERCLA.
12 And that's the way it works. We -- you don't just
13 bust in during the dinner rush and, you know, set up a
14 rig. That doesn't happen that way. At least the ones
15 that I've been involved in ever, has never happened
16 like that. We send people letters and all that stuff.
17 But your point is nonetheless --

18 MR. CHRIS JOHNSON: It is valid.

19 MR. BART REEDY: Yeah.

20 MR. CHRIS JOHNSON: But also,
21 Charles --

22 MR. CHARLES TURNER: But if it's
23 the law, if it says that any property that the

1 Government transfers at a closing military
2 installation has to contain an access clause, the only
3 possible redress is for the potential grantee not to
4 accept it, to say we don't want that, you can have it
5 and drill all the holes you want on it.

6 MR. BART REEDY: Well, yeah, I
7 suppose that it would be part of the down side of
8 getting the property at a pretty good rate. That's --
9 I know, we've --

10 MR. CHARLES TURNER: You ready to
11 talk turkey on that?

12 MR. BART REEDY: No, no, I ain't
13 buying any of it. But Congress saw fit to chain the
14 Army to this property for a long, long time. Now,
15 they can change the law and you and I can't do
16 anything about that. But Congress saw fit to chain the
17 property to the leg of the DoD component responsible
18 for anything that's out there. And the only way they
19 can do that is to have access to it. And quite
20 frankly, I don't see any other way to do that. I
21 don't know of one.

22 MR. CHARLES TURNER: Due process of
23 law comes to mind. But, I mean, arguably, if it's

1 already in a law that Congress passed, there is due
2 process.

3 MR. CHRIS JOHNSON: But, you know,
4 on the other side, Charles, most environmental regs
5 allow the Government access to come on the property,
6 anyway. Even if this wasn't federal lands, if ADEM
7 wanted to come over here on Company X's property and
8 start drilling wells, we have the authority to do it
9 under the law. Now, we do have to start out asking
10 for permission. But if we don't get permission --

11 MR. CHARLES TURNER: And in failing
12 to get it, you have to go to court and get an order
13 that says you can --

14 MR. CHRIS JOHNSON: Yeah, but
15 that's not --

16 MR. CHARLES TURNER: -- which is --

17 MR. CHRIS JOHNSON: But that's not
18 hard to do.

19 MR. CHARLES TURNER: Well I mean,
20 but it's still due process.

21 MR. KEN WHITLEY: It seems to me
22 there is all kinds of federal and state agencies that
23 can come into all kinds of establishments for all

1 kinds of reasons and do all kinds of things. This is
2 just one. OSHA can wander in. You know, I bet if we
3 thought about it, we can think of a dozen from the IRS
4 or whoever that can walk into your place of business
5 any time they want to. It's the nature of the beast.
6 And this doesn't seem all that unusual to me, that the
7 EPA or the Government would retain that authority.

8 MR. CHARLES TURNER: It doesn't
9 seem unusual to me, at all, that the Government would
10 want to retain that, it just -- whether it would be
11 prudent to accept it with those conditions on it was
12 the nature of my question.

13 MR. BART REEDY: Are you aware of
14 any case where a recipient of property balked at it
15 because of that?

16 MS. MARTHA BROCK: I'm not aware of
17 one. Yeah, I'm not aware of it.

18 MR. CHRIS JOHNSON: I have a copy
19 of the law, if you want to look over that, too, the
20 120-H-4-D.

21 MR. CHARLES TURNER: Uh-huh, okay.

22 MR. CHRIS JOHNSON: If you just
23 want to look at it and how it reads.

1 MR. CHARLES TURNER: Okay, shoot it
2 on over here.

3 MR. CHRIS JOHNSON: Pass it over
4 there.

5 MR. BART REEDY: But the Army has
6 -- you know, the Army has the obligation. With that
7 obligation is the right, you know, to say, to come in
8 and look at the property. Quite frankly, I've never
9 heard a big squawk about that. Could you help me out,
10 what the --

11 MR. CHARLES TURNER: Quiet
12 possession, that once you receive title and fee simple
13 to property, that you can't be dispossessed of it,
14 that -- I mean, it's, I think, one of the essential
15 rights that are created by the Constitution, and that
16 is the right to life, liberty, and property.

17 MR. BART REEDY: Right.

18 MR. CHARLES TURNER: And so, I
19 mean, if I bought the fire station, I would -- I don't
20 think I would buy the fire station if the Government
21 had the ability to reenter it without anything --
22 without so much as a phone call -- and could disturb
23 my use of it without, you know -- without any avenue

1 for compensation.

2 MR. BART REEDY: Well, I -- it is
3 my understanding -- and I'm a geologist -- but it is
4 my understanding that that's pretty much standard
5 fair.

6 MR. TURNER: I don't doubt that.

7 MR. RON LEVY: I'm trying to think
8 of examples where that's actually occurred where the
9 Army or the services had to come back and actually do
10 some additional work after the property was taken
11 possession of by another entity.

12 But usually, when we go into
13 something like that, there has been a remedy or there
14 is a remedy in place and the owner, the new owner
15 knows that. And generally, where you see the
16 Government coming back is where the new owner has made
17 a discovery or there has been a discovery that there
18 is some contamination and that contamination is
19 associated with the service or DoD's operation on that
20 facility prior to --

21 MR. CHARLES TURNER: Yeah, I would
22 agree that it would be having to do with the nature of
23 the contamination.

1 MR. RON LEVY: And then it would
2 seem to me that the owner would want the Government to
3 come back and take care of that.

4 MR. CHARLES TURNER: It just
5 depends on what it is. I mean, this is completely in
6 abstract. I saw something that says access clause
7 that I think if we're talking about a fee simple
8 transfer, that that's an unusual provision in a deed.
9 That's why I asked about it.

10 MS. MARTHA BROCK: You've got to
11 keep in mind, I mean, we're -- it's logical to think
12 of worst case scenarios, which is kind of where you're
13 going. And that makes sense. But, you know, if there
14 is not -- if there is not a threat of endangerment to
15 public health or the environment, the Army's not going
16 to -- nobody is going to want to chomp -- they're not
17 chomping at the bit to come back to that property.
18 But if there is endangerment to public health or the
19 environment, then the property -- I mean, the option,
20 which there really isn't an option, but for argument's
21 sake, the option is, you the property owner get to be
22 responsible for all the cost of the clean up and any
23 health endangerment, and that's not what Congress

1 intended. You know, they didn't want you, the
2 property owner, to have to be responsible for that.

3 MR. CHARLES TURNER: I understand
4 it. And it's kind of a subversive way of thinking
5 about how it would work; that is, that, you know, that
6 say there was gold discovered under the fire station
7 and then all of a sudden the Government comes in and
8 dispossesses you of it, something equally as unlikely
9 as that.

10 MR. CHRIS JOHNSON: Well, Charles,
11 you've got a good point, because really we don't do
12 that on the NPL site with the private facilities. If
13 we come in a site and do a clean up, when we get
14 through cleaning it, we don't ask for these same
15 covenants to go in deeds. We don't ask Company X to
16 put in their deed that we shall have access rights and
17 covenants in the deed. Maybe the only reason we
18 don't, because we already have them in our laws that
19 we can do it, anyway. But when I read it, I felt the
20 same way you did. I felt, well, why is this even
21 necessary. If we find a problem out there, we're
22 going to go -- we're going to go take care of it,
23 anyway. So, why do we really need these covenants in

1 here? We really, under the laws, themselves, have
2 that authority.

3 MR. CHARLES TURNER: And I think
4 it's more of a -- I guess more of an obligation,
5 because the Government has an obligation.

6 MR. CHRIS JOHNSON: Yeah.

7 MS. MARTHA BROCK: And it fosters
8 these kinds of conversations, too. You, the property
9 owner, get to know up front that the Government has
10 access, rather than the Government coming back later
11 and having to issue an order to get access --

12 MR. CHARLES TURNER: Right.

13 MS. MARTHA BROCK: -- you know up
14 front. That's the way it works.

15 MR. CHRIS JOHNSON: So, do you
16 still want the fire station?

17 MR. CHARLES TURNER: Is there any
18 gold under it?

19 MR. RON HOOD: Any other comments
20 on any of these?

21 MR. RON LEVY: I got, coming down
22 is a copy of the EPA comments and the attachment.
23 They should be here shortly.

1 But if I can direct you back to the
2 FOSL, is there any specific concerns about the FOSL
3 because that is a big issue right now?

4 MR. CHARLES TURNER: I haven't seen
5 it.

6 MS. JOAN MCKINNEY: Well, you know,
7 we're kind of waiting our turn at the copy machine
8 right now.

9 MR. RON LEVY: Well, it was passed
10 out in our last meeting, Charles.

11 MS. JOAN MCKINNEY: And we mailed
12 it to you, Charles.

13 MR. CHARLES TURNER: Yeah, a secret
14 meeting. Y'all are having secret meetings without me.

15 MR. RON LEVY: And we did mail it
16 to you, too, Charles.

17 MR. CHRIS JOHNSON: We can go ahead
18 and talk about the waste water treatment plant FOST,
19 if you want to.

20 MR. RON HOOD: Yeah, why not?

21 MR. CHRIS JOHNSON: We've actually
22 reviewed that. We sent the Army a conditional
23 concurrence. We found really a minor -- a minor

1 problem with the storage of hazardous substances
2 there.

3 The Army, under 373, under the
4 regs, if you store a hazardous substance there, there
5 is quantity requirements. And you have to state
6 whether or not -- from a volume standpoint -- so, if
7 you stored something over -- in excess -- usually it's
8 a thousand kilograms or whatever is in the look-up
9 table in the regs. And if it's greater -- the greater
10 of the two -- if it's greater than that, you have to
11 report it, you have to get the CAT -- the
12 identification number, the substance, how long you
13 stored it there, so forth and so on, just to let the
14 next party understand what chemicals were stored there
15 under CERCLA. And it just gives them basically an
16 understanding. That's all it says. It's just these
17 were stored here.

18 So, we're going to have to clarify
19 that for the waste water treatment plant. One, were
20 there any chemicals that should have been reported
21 that were stored above the quantity levels that were
22 -- that are in the regs? If there are, then we need
23 to make sure that the next -- that the city

1 understands what those chemicals were and the
2 quantities that were stored there.

3 MR. BART REEDY: That's the --

4 MR. RON LEVY: Those points that
5 y'all made are not problematic.

6 MR. CHRIS JOHNSON: No, no, they're
7 not.

8 MR. RON LEVY: We changed -- in
9 fact, we changed the FOST to reflect those things.

10 MR. CHRIS JOHNSON: Okay.

11 MR. BART REEDY: That actually is
12 no more than the heads-up that Charles was talking
13 about on the access, just a heads-up.

14 MR. CHARLES TURNER: Yeah, and
15 that's -- I think it's a direct quotation or a strong
16 -- yeah, it mentions the section in this one of those
17 provisions.

18 MR. CHRIS JOHNSON: So, the waste
19 water treatment plant is pretty much a done deal. I
20 mean, at least, from our end. Now, as far as getting
21 the actual paperwork done to get it transferred is --

22 MR. BART REEDY: What happens, now,
23 Ron? Could you walk through that for everyone?

1 MR. RON LEVY: What, for the FOST
2 for the waste water treatment plant?

3 MR. BART REEDY: Correct.

4 MR. RON LEVY: We have resolved all
5 the comments and made all the corrections to the
6 document that EPA and the State have said. So, we
7 attach their comments with a notice that all of the
8 comments are satisfied. And I believe we've sent back
9 a copy of that or will have sent back a copy of that
10 to the regulatory agency.

11 And then it's moved forward for
12 signature. And the signature -- to approve this. And
13 the signature is for a CAT 1, CAT 2 is done at our
14 MACOM, category one, being CERFA category that you all
15 have been through with us before. So, in this case
16 it's a Mr. Sakowitz (phonetic) that signs the
17 document. And at that point we can proceed with the
18 transfer, the real estate -- the actual real estate
19 action, which I'm not really part of myself.

20 MR. BART REEDY: Do you have any
21 kind of a guess on a time line on that? So, it will
22 actually, the changes that -- the changes you made are
23 already done or they will be done, and then it leaves

1 TRADOC?

2 MR. RON LEVY: Well, the time lines
3 on that -- and I don't know off the top of my head --
4 but we are still in negotiation with the Anniston
5 Sewer & Water Board over it.

6 MR. BART REEDY: On money or
7 something?

8 MR. CHARLES TURNER: No-cost
9 transfer.

10 COLONEL TREUTING: It's a public
11 benefit conveyance.

12 MR. RON LEVY: It goes -- it
13 actually goes through, in this case -- it's a public
14 benefit conveyance. It goes through the Department of
15 --

16 MR. CHARLES TURNER: The Interior?

17 COLONEL TREUTING: No, it's Health
18 and Human Services.

19 MR. BART REEDY: Yeah, Health &
20 Human Services.

21 MR. RON LEVY: Excuse me, Health
22 and Human Services. And the conveyance is actually
23 done through that federal agency to them. But there

1 is some issues that the water board has got us going
2 on. They were interested in a grant for some
3 additional funds. And they were holding up on any
4 signature. They wanted a grant to put in some repairs
5 to the facility. So, there is some things going on
6 there.

7 The Corps, Mobile District, is
8 working that with them, now. But I think that's on
9 track, as far as I know. I don't think there is
10 anything that's stopping it. We expect to be able to
11 have the transfer completed before the first of the
12 new fiscal year.

13 MR. CHARLES TURNER: So, this is
14 all that's signed? This is actually what's going to
15 be issued?

16 MR. RON LEVY: It's been sent --
17 it's been sent up to our headquarters.

18 MR. FERN THOMASSY: Except for
19 adding in those regulatory comments?

20 MR. RON LEVY: We've already sent
21 --

22 MR. CHARLES TURNER: This is the --

23 MR. RON LEVY: We were talking

1 about the FOST for the waste water treatment plant,
2 now.

3 MR. FERN THOMASSY: Right. And
4 they're added in this one.

5 MR. CHARLES TURNER: This baby is
6 ready to go.

7 MR. RON LEVY: No, this one --
8 you're looking at the other plan.

9 MR. FERN THOMASSY: Right, I'm
10 looking at the one you passed out the last time.

11 MR. RON LEVY: Right. It's been
12 changed since that.

13 MR. FERN THOMASSY: You'll add
14 those chemicals that have been stored there and the
15 quantities and when they were stored?

16 MR. RON LEVY: That's right.

17 MR. FERN THOMASSY: And get more
18 specific?

19 MR. RON LEVY: That's just a matter
20 of putting some additional information in the
21 document.

22 MR. BART REEDY: So, if you were
23 guessing, would you say sixty days or just before the

1 end of the year, FY?

2 MR. RON LEVY: When the actual
3 transfer takes place? All I can tell you is that, you
4 know, without knowing exactly when that's going to
5 happen -- I know our time lines -- we're on a track to
6 meet it before the end of the fiscal --

7 MR. BART REEDY: Before the end of
8 the year?

9 MR. RON LEVY: Yeah. Sir?

10 COLONEL TREUTING: The problem is
11 the water board is not controlled by the city, and so
12 they have their own hierarchical board.

13 MR. BART REEDY: Oh, it's an
14 authority?

15 COLONEL TREUTING: It's an
16 authority.

17 MR. BART REEDY: Okay.

18 COLONEL TREUTING: So, they have to
19 vote, and they haven't. They were supposed to vote
20 this week. They have not voted, yet. Based on what
21 Ron is saying, it's tied to some grant money that
22 they're pursuing with -- out of Health and Human
23 Services.

1 They don't have -- you know, you
2 can't force them to take it. It's a public benefit
3 conveyance. And it has to be used as a waste water
4 treatment plant in perpetuity. So, you can't stop
5 next day and make it Disneyland, you can't do that.

6 MR. KEN WHITLEY: Our understanding
7 is that's going well, though.

8 COLONEL TREUTING: Yeah. I haven't

9 got any indication that they're balking. They've just
10 got some more pieces that have got to fall. But, you
11 know, that's their side of the plate, because of the
12 CERCLA 1, the issue is not -- is how do you take the
13 paperwork from TRADOC, get it down to the Corps of
14 Engineers in Mobile District, make sure all the Is are
15 dotted and the Ts are crossed, that we put the stuff
16 that we told the regulators we're going to do in
17 there. We have to check it again. And then the Corps
18 of Engineers sits down with the future owner of it and
19 discusses in a negotiation, because it is a
20 negotiation process. Although there is no remittance
21 of money, because it is public benefit conveyance,
22 still conducted the same, so you're not walking into
23 an L-shaped ambush, you know what you're getting.

1 Now, they know what they're
2 getting. They used to operate it up until '95.

3 MR. RON LEVY: For those of you
4 that don't know, this is my boss, Colonel David
5 Treuting. He is also the Garrison Commander, Chief of
6 Staff, and will be the Transition Force Commander
7 after closure come 1 October.

8 MR. RON HOOD: Any other comments
9 on that? I'm trying to push it through so we don't
10 spend all night here.

11 MR. CHRIS JOHNSON: Where are we,
12 Ron?

13 MR. RON LEVY: Well, we're getting
14 ready to -- you might want to take a moment --

15 MR. CHARLES TURNER: Is this the
16 FOSS?

17 MR. RON LEVY: No. These are the
18 comments. You might want to take a moment and look.
19 These are the comments from --

20 MR. CHARLES TURNER: So, have we
21 gotten to the point of actually having a proposed -- a
22 draft FOSL, yet?

23 MR. RON LEVY: Yeah. Didn't we --

1 did we not pass that out?

2 MS. JOAN McKINNEY: She's still
3 copying it.

4 MR. RON LEVY: She's still copying
5 it.

6 MR. CHARLES TURNER: (Inaudible)
7 about a conspiracy.

8 MR. RON LEVY: I'm telling you,
9 Charles, we got it.

10 MS. JOAN McKINNEY: Charles, you
11 got to open your mail.

12 MR. RON LEVY: I also put a copy of
13 Chris' letter on top of that --

14 MR. RON HOOD: Are you wanting us
15 to actually get involved with discussing this tonight?
16 It looks a little involved --

17 MR. CHRIS JOHNSON: It is.

18 MR. RON HOOD: -- to digest and
19 discuss rapidly.

20 MR. RON LEVY: What we want to
21 point out is in the back of Bart's letter is what he
22 proposed for institutional control language, one
23 specific to the parks and recreation FOSL and the

1 other for a base-wide institutional control plan. And
2 he mentioned that at the last meeting.

3 MR. CHRIS JOHNSON: I would like to
4 clarify one point, because it is probably unclear to a
5 lot of you guys. My June 9th letter was our initial
6 review of the FOSL. And this is why in a nutshell,
7 why we didn't concur with it. It's pretty clear on
8 why we didn't. The Army came back and basically said,
9 what can we do to come to a concurrence here. And
10 that's when the conversation started about the proper
11 controls on the property, because we don't know the
12 environmental condition. We need to make sure we have
13 the proper institutional controls on the property
14 because of the unknowns here. And that came forth in
15 some meeting and several dialogues. So, Bart's letter
16 on the same document really speaks for ADEM and EPA,
17 because Bart took the initiative to prepare those
18 things, the IC things that we needed.

19 MR. RON LEVY: Yeah. In fact, when
20 our response goes back to Chris, what we'll say
21 essentially is that, you know, based on our discussion
22 we understand that your issues and concerns were the
23 same as those from EPA, and we're addressing those,

1 and EPA, and we'll provide you with the -- with the
2 comments from the EPA letter.

3 So, yes, that was true. He did in
4 fact point out that what EPA was putting forth was
5 essentially the same positions and concerns that the
6 State had. And that if you address those, you will
7 have addressed my comments, as well. So, we'll do
8 that that way.

9 MR. CHARLES TURNER: We going to
10 take this up next month?

11 MR. BART REEDY: I think next month
12 probably --

13 MR. CHARLES TURNER: Be too late?

14 MR. BART REEDY: Yeah.

15 MR. RON LEVY: Well, know this,
16 that we're moving forward on the FOSL. And I told
17 both Bart and Chris this. You know, we're going to
18 address their comments in accordance with the law,
19 attach any unresolved comment, in accordance with DoD
20 policy, attach any unresolved comments to the document
21 and move it forward. And that's the Army's position
22 we're moving on. We're not holding up for any
23 additional comments or any additional reviews, even

1 though that's the position of both the State and EPA.

2 MR. FERN THOMASSY: Will you have a
3 specific position within a month then on these
4 institutional control language recommendations that
5 were provided to you?

6 MR. RON LEVY: We'll -- in fact, in
7 the letters that we address back to the State and EPA,
8 it will be addressed in there.

9 MR. FERN THOMASSY: Will we get
10 copies of that when you send them out?

11 MR. RON LEVY: It just depends on
12 whether the State and EPA want me to release those,
13 for that -- you know, after they had a chance to
14 review it and see what they want to say. But I can
15 tell you our position, you know, at the next meeting,
16 you know, verbally.

17 MR. FERN THOMASSY: Are there some
18 general comments you can provide as to why there is a
19 disagreement with accepting the things that the
20 regulators are asking you to put into the FOSL?

21 MR. RON LEVY: We feel -- well,
22 first off, we feel that the environmental provisions
23 in the FOSL adequately address the concerns.

1 MR. FERN THOMASSY: As already
2 written?

3 MR. RON LEVY: As written. We also
4 believe that we're leasing property for like use. And
5 because it's a like use, the property should not have
6 an impact on human health and the environment. And as
7 such, if it were, it should have been closed down by
8 now or there should have been some sort of action
9 taken against the property.

10 That's kind of the Army's position
11 in a -- I don't know if that's real clear, but we do
12 have ongoing investigative work. The property that
13 was defined in -- in the CERFA report was category
14 seven, which means it was unevaluated. So, other than
15 it -- that came out of the environmental baseline
16 survey and the CERFA report. And that's all it means,
17 it was unevaluated. And we are using the property
18 right now or have been using the property right now
19 for the same use we intend to lease it for. So, it's
20 our position that there is no impacts and we have met
21 the requirements under the law.

22 MR. FERN THOMASSY: And it sounds
23 to me as though each of you are saying the same thing.

1 I mean, you said exactly what Chris said; that is,
2 investigations are not complete. You don't have a
3 clear picture of contamination or lack of
4 contamination in any place. It's a matter of how you
5 word it into the FOSL that is at issue. And I'm
6 wondering how do you meet to try to compromise and try
7 to come to some agreement so that this impasse doesn't
8 prevent the FOSL, itself, or lead to some type of --

9 MR. CHARLES TURNER: Delay --

10 MR. FERN THOMASSY: -- other
11 government agency getting involved in order to resolve
12 the differences you have and stopping the parks and
13 recreation from being utilized in some short period of
14 time?

15 MR. RON LEVY: Well, in our
16 discussion -- and you guys can chime in when you feel
17 like it -- we've talked about expediting the work.
18 And we've done that to the best we can. But there is
19 some additional wells that we've got to do out on the
20 golf course. Essentially, what we've done to this
21 point is all the data has been taken. We have not
22 tendered a report, but -- and there are some
23 additional wells we were going to put out on one of

1 the sites in the golf course. But essentially all the
2 data has been taken. Don't know what that data says.
3 It hasn't been crunched and generated in a report.
4 But we do have a baseline, even though it's not been
5 published, yet. So, what EPA is --

6 MR. BART REEDY: Well, that's --
7 you said chime in, so I want to chime in. I believe
8 that -- just a little bit different spin on that
9 particular thing. There is data, but I don't know
10 that I can agree with what you said, there is a
11 baseline. The data, the existence of the data does
12 not necessarily determine the baseline. The data may
13 be good, the data may be bad. Nobody has looked at
14 it, yet. So, that -- the -- we have yanked samples
15 and they have been analyzed. But further than that,
16 it's -- I don't think the --

17 MR. CHRIS JOHNSON: See, that's our
18 whole key argument here, from our standpoint: It's
19 our responsibility as the State Department to ensure
20 the protectiveness. We are given a document and we're
21 supposed to agree or disagree, agree on the condition
22 of the property. And the problem here is, I can't
23 agree or disagree or anything else until I know the

1 condition of the property. And I will not know the
2 condition of the property until the reports are given
3 to me and I review them and read them. And the Army
4 is trying to lease property and give property to
5 somebody else for lease prior to that happening. Now,
6 I've got the guide here -- and this is even the Army's

7 spin on the guidance -- and it says just that, that
8 it's our job to agree with the Army on the condition
9 of the property. And that, to me, is a fundamental
10 problem I'm having. It's kind of like --

11 MR. CHARLES TURNER: So, what would
12 you do differently? I mean if you were going to --

13 MR. CHRIS JOHNSON: I wouldn't even
14 lease it until I got the reports back. I wouldn't
15 even initiate the lease until the documents were back,
16 we reviewed them and documented the condition of the
17 property. I could -- that way, I know what I can give
18 -- that's my basis.

19 The reports are what I lean on for
20 my decisions. And when I have that report, I pretty
21 much know if there is a problem, I know if there is a
22 problem, I know the proper institutional controls to
23 place on the property to protect people. So, ADEM's

1 main concern is these are premature. The leases are
2 premature. They should not be initiated, yet. They
3 should be done after the reports, the investigations
4 are completed. That's really what my first letter
5 right there states. And that's why we're not
6 concurring or agreeing to the lease.

7 MR. BART REEDY: Charles, you had
8 asked a question. And I don't want that to fall off
9 the table. What would we do?

10 MR. CHARLES TURNER: Uh-huh.

11 MR. BART REEDY: Congress once in a
12 while manages to do things right and I believe in this
13 instance they did. There are plenty of alternatives
14 available. The concern is that as soon as all the
15 troops leave, that maintenance on the golf course will
16 cease and the golf course will go to seed and pretty
17 soon it's better to cut hay than to play golf. That's
18 a valid concern.

19 Every military base I've ever been
20 on has a golf course. And so, I guess they're not all
21 that uncommon. And buildings and golf courses do go
22 to seed. Buildings, you just nail them up, they have
23 a way of rotting pretty quick. Property left

1 unattended can go bad. There are provisions to
2 address that. There is a year time span, year window,
3 that -- where DoD saw that there are obligations to
4 keep the property up, there are obligations written in
5 the law to do that, keep the property up, you can't
6 just walk off and leave the windows open. That's one
7 way to keep the property up.

8 There are bases in the United
9 States, a lot of them, where future tenants are acting
10 as subcontractors and are maintaining the golf course.
11 That's an alternative. That's a viable alternative.
12 The lease, the way it's written, the lease with the
13 institutional controls that I suggested, and you know,
14 I suggest to you Chris is in on it, too, suggested
15 that's an alternative.

16 MR. CHARLES TURNER: Are we talking
17 about interim lease or a lease in furtherance of
18 conveyance? Or does it matter? It's just a FOSL.

19 MR. CHRIS JOHNSON: It doesn't
20 matter. I mean, it doesn't really matter.

21 MR. CHARLES TURNER: Interim use
22 has to be like use. Lease in furtherance of
23 conveyance is a -- now, this is the way I understood

1 it -- y'all will know better than I -- but that you
2 used a lease in furtherance of conveyance with clean
3 up, which will be -- take place over such a period of
4 time that fee simple transfer couldn't immediately
5 take place.

6 MR. FERN THOMASSY: One of the
7 statements in the recommended language is that the
8 Army agrees that the lease is for a period of five
9 years, non-renewable. So, that's a little different
10 spin.

11 MR. KEN WHITLEY: What's the reason
12 for that? Most of the BRAC law allows for five year
13 sequential -- one plus three five year renewals. This
14 is the first I've seen of that and I wondered the
15 logic for it. Why would it be in a FOSL?

16 MR. BART REEDY: We, again, I want
17 to stress these are -- these points that you have
18 before you are draft, they are placed to start
19 negotiating and to start talking, and they're no more
20 than that.

21 MR. CHARLES TURNER: Now, let me
22 interrupt you for a second. Who's negotiating? Is it
23 the EPA and ADEM and the Army or that that's who's

1 negotiating not --

2 MR. BART REEDY: We're trying to
3 talk -- yeah --

4 MR. CHARLES TURNER: Not the
5 Government and the community or the grantee?

6 MR. BART REEDY: No. You had it
7 right the first time.

8 MR. CHARLES TURNER: Right.

9 MR. BART REEDY: The regulatory
10 agency is trying to get the Army to do what we think
11 ought to happen.

12 MR. CHARLES TURNER: Now, just from
13 my point of view --

14 MR. BART REEDY: Let me put a point
15 on the end of that, on the end of the statement I was
16 making to you. Again, this was a first cut. Here are
17 the things that we've been talking about, let me write
18 them down. That point right there was envisioning an
19 end point. There was no end point on the lease.

20 MR. KEN WHITLEY: Oh, I see. So,
21 one of the things I've gotten from talking to other
22 LRAs is that they've lost potential users or in the
23 past they did, because the terms of the lease were too

1 constrained in time and nobody wanted to put a
2 business into a building and then worry that five
3 years from now it's going to be told, oh, you know,
4 sorry, time is up. And they did amend the brim to
5 allow these so that they would quit, you know, losing
6 these potential job creators.

7 MR. BART REEDY: I can appreciate
8 that.

9 MR. KEN WHITLEY: I understand what
10 you were saying about the provisions to take care of
11 property while we go through whatever it is we have to
12 go through here to content you guys that people and
13 deer and what have you are protected, but I want to
14 make sure that we're not protected too death.

15 MR. BART REEDY: Oh, absolutely.

16 MR. KEN WHITLEY: That is my job in
17 the LRA -- and I'm just kind of watching this, because
18 we're (inaudible) soon enough, though, is that
19 whatever transpires does so with enough speed that
20 retirees don't leave the community because they can't
21 play golf or they can't use whatever facilities are
22 here or that I'm turning away a guy that will create a
23 thousand jobs because we're worried about some -- the

1 results of some study hasn't come in, yet. You know,
2 I'm -- I have these nightmares that I've got, you
3 know, Bill Gates wants to put a plant in here and we
4 don't have the results back yet on the golf course.
5 You know, I just want to -- I want to try to keep --
6 from my perspective, keep it focused on people. And
7 that is, this community got screwed -- and pardon my
8 French -- in the BRAC closure process. There is not a
9 doubt in my mind to that. And that one of the things
10 that we want to do is as quickly as we can, replace
11 those jobs that moved to Missouri in that process.
12 And I'm -- my -- I don't want to, you know, put
13 ourselves at risk, but I don't want to lose these jobs
14 or lose the potential for jobs.

15 MR. CHRIS JOHNSON: That's
16 understood.

17 MR. KEN WHITLEY: And watch a lot
18 of paint peeling.

19 MR. CHARLES TURNER: And that --
20 what I was wondering about is Ron's point and the
21 Government's point -- the Army's point, rather, that
22 it's -- that it's the same use that you've had, you
23 know, hundreds of golfers going through there a week

1 for the last twenty years or thirty years or however
2 long it's been out there, why are we just waiting now
3 to wonder about it being safe? We don't have a
4 mysterious golfers' disease, so --

5 MR. CHRIS JOHNSON: I think the
6 problem here is we're focusing a lot of the
7 conversation strictly on the golf course. And we're
8 going to -- I'm going to bring this back into reality
9 about the -- where we're looking at it from. The
10 lease involves several pieces of property. Those
11 pieces of property are on -- have other issues
12 involved; USTs, petroleum areas, the golf course had
13 herbicides and pesticides mixing areas associated with
14 it.

15 MR. CHARLES TURNER: But can we be
16 pretty sure that there is no profound health risks
17 associated with --

18 MR. BART REEDY: No, Charles, we
19 cannot.

20 MR. CHARLES TURNER: So, why
21 haven't y'all shut them down? Why are you letting the
22 Army use it, now?

23 MR. BART REEDY: I haven't been

1 called -- we have never been called over here to
2 investigate. That was one of the things that we do --

3 MR. CHARLES TURNER: Why haven't we
4 called Congress? I mean, if there is a risk --

5 MR. BART REEDY: But the point is:
6 We're here now. And the part of the job that we have
7 is to -- as risk managers, when the data comes in, is
8 to sit and look at it and go, is this a reasonable
9 risk to give to the citizens of Calhoun County?

10 MR. CHARLES TURNER: Under the
11 terms of a lease, though. You can manipulate a lease
12 in ways that you can't manipulate a deed. That you
13 can make provisions for what you want to do and still
14 allow Colonel Whitney and the JPA to take control of
15 them and turn them into jobs.

16 MR. CHRIS JOHNSON: And I don't
17 think we've ever said that couldn't happen.

18 MR. CHARLES TURNER: Y'all are both
19 my friends, but y'all just sound dug in.

20 MR. CHRIS JOHNSON: I don't think
21 the issues, though, that we brought about -- nobody
22 said we're going to stop this show here. All we're
23 doing is saying --

1 MR. CHARLES TURNER: I thought you
2 said that was what you wanted was more time.

3 MR. CHRIS JOHNSON: No, I was
4 saying that based on the way we're supposed to go
5 about doing this, you don't know environmental
6 condition of the property until the investigations are
7 done. That's why it's painted in gray.

8 MR. CHARLES TURNER: But we have
9 got a reasonable idea, don't we?

10 MR. BART REEDY: No, Charles, I
11 want to correct that. If we go back -- I have been on
12 plenty of waste sites that were way contaminated with
13 pesticides, they smell no different than if you --
14 right down here. And you cannot judge contamination
15 based on your nose. You just can't do it. And while
16 I would agree with you that if we stand by the gate,
17 count the number of golfers going out, one would come
18 -- jump to the conclusion, because there is nobody
19 laying out there dead, that, well, obviously, it's
20 safe. Well, that is a conclusion that people have
21 been making for a long time, only to find out that,
22 you know, I bought this property and it's square in
23 the middle of Love Canal. That's a reality that

1 happened.

2 MR. CHARLES TURNER: But this is --
3 we aren't buying the property, we're leasing it --

4 MR. BART REEDY: The point is,
5 though, that the risk is still there.

6 MR. CHARLES TURNER: Yeah.

7 MR. CHRIS JOHNSON: There is no
8 difference between -- I think that we're getting
9 caught up between transfers and leases and permits.
10 Our issues are the same, no matter what, Charles,
11 because a lease --

12 MR. CHARLES TURNER: I think you've
13 got more flexibility with a lease than you do with a
14 deed.

15 MR. CHRIS JOHNSON: But again,
16 we're looking at this from a risk standpoint to the
17 public from exposure to contamination that we don't
18 know is out there. That's the first issue.

19 Another issue is the liability
20 issue. And I can give you tons of cases we have in
21 Alabama, especially on FUD property, formerly used
22 defense sites, where we have Company X come in, using
23 base X that was closed in the '40s, and now they're

1 liable for part of the clean up that the Army or the
2 Air Force or pick your firm, pick your component, is
3 now responsible for. So, if you don't -- if this man
4 down here or if this man here in the community wants
5 to start taking property without the proper liability
6 language in there, too, I can -- he's a potential
7 responsible party, so is he, so is The City of
8 Anniston, and we can bring them in under strict,
9 joint, and several liability. And that's another
10 reason why you have to be careful --

11 MR. CHARLES TURNER: Well, I mean,
12 that's why they've got -- they've all got lawyers,
13 too.

14 MR. CHRIS JOHNSON: They sure do.
15 And they can take that property all day long and there
16 is not a thing we're going to do about it, other than
17 bring them in as a PRP, if that's the way they want to
18 do it. I think people right now are thinking that we
19 are trying --

20 MR. CHARLES TURNER: I'm sorry, are
21 you threatening a civil action against the potential
22 --

23 MR. BART REEDY: Absolutely not.

1 MR. CHARLES TURNER: -- bringing it
2 in?

3 MR. BART REEDY: Nobody is
4 threatening -- Charles, no one is threatening
5 anything. The only thing that we have said is: We
6 think these things ought to be in the lease. And
7 further, when you -- in envisioning the deed, some of
8 these are going to carry over, we think, to the deed
9 when it's finally transferred. That's really all that
10 we have said.

11 MR. KEN WHITLEY: Aren't you both
12 making just a very strong argument to hurry up and get
13 these doggone studies done and summarize? And then
14 what we're going through now is academic. Let's get
15 them done.

16 MR. CHRIS JOHNSON: Well, that was
17 my argument about two months ago. The data is there
18 and --

19 MR. CHARLES TURNER: I thought that
20 Ron said we couldn't hurry it up. They had hurried it
21 up as much as we could.

22 MR. KEN WHITLEY: Well, I don't
23 know. What I'm hearing is, gee, the studies have been

1 done, but the report isn't written. Therefore they
2 don't exist or something. Let's go. Let's get it
3 done. Is there somebody working late in Atlanta?

4 MR. RON HOOD: What else needs to
5 be studied at the golf course to get it going?

6 MR. KEN WHITLEY: Who is working
7 late? Let's give them a call and see how they're
8 doing.

9 MR. RON LEVY: I mean, we've got --
10 you know, we've got formatting issues, the documents
11 that you guys are telling us that they're not good
12 enough until you get there. We're not looking at any
13 more documents. I mean, guys, we've got issues within
14 the BCT that we've got to get through to get all the
15 data done. I --

16 MR. KEN WHITLEY: When will we have
17 all the data done and formatted and there it is in
18 black and white and Bart can look at it and say, if
19 you play nine holes, you're a dead duck or whatever it
20 is so we can get to business?

21 MR. RON HOOD: What's the bottom
22 line? Come October, can I go out there and play a
23 game of golf? That's the bottom line, as far as I'm

1 concerned.

2 MR. KEN WHITLEY: Ron, when are you
3 saying, here, it's done, it's all on paper, you know,
4 and Bart will look at it and say, this is a negligible
5 risk or oh, my gosh, you know, or whatever it is?

6 MR. RON LEVY: There is some
7 additional samples or some additional work on the golf
8 course, one of the mixing sites, that you all have
9 said that we need to do that we're generating. There
10 is contracting issues to get that done, to get the RPs
11 out. Getting immobilized into the field to do that.
12 Then there is review cycles. And review cycles are --
13 tend to be lengthy and long.

14 MR. KEN WHITLEY: I'm worried about
15 a lot more than the golf course. As Chris mentioned,
16 I've got, you know, a whole fort here and the Army is
17 going to, with a few exceptions, be gone in October.
18 The last time I sat in on sort of time line, I heard
19 this will all be done by October, all this SIs and
20 what had to be done.

21 MR. RON LEVY: And the Army's
22 position was, because we knew the transfer wasn't
23 going to take place, you know, come 1 October, we knew

1 that wasn't going to happen. That we would go to a
2 lease, we made that decision. We would go to the
3 lease.

4 MR. KEN WHITLEY: But I'm hearing
5 Chris saying that he's going to put me in prison if I
6 --

7 MR. CHRIS JOHNSON: Now wait a
8 minute, hold up.

9 MR. KEN WHITLEY: He's -- but you
10 know --

11 MR. CHRIS JOHNSON: What I have
12 done --and I will make this clear, that under the law,
13 under the law, under CERCLA, under our regulatory
14 laws, they are strict, joint, and several. I'm giving
15 you some good advice here that be careful about what
16 you get and the condition it's in.

17 MR. KEN WHITLEY: Yeah, that is
18 good advice. And what I'm asking for is for the Army
19 to hurry up and let's define that condition so we can
20 make a rational decision instead of dealing with it at
21 an academic level.

22 MR. BART REEDY: And awhile ago,
23 Charles -- and I never did get to finish the

1 alternatives. Another alternative -- and we're
2 supportive of the lease, the idea of the lease, that's
3 fine. We just -- we think these kind of -- the draft
4 ICs, those points in there are valid, the concerns
5 that brought about the points are valid. There is
6 nothing in there, from our point of view, that is a
7 big burden on anyone, on the Army.

8 MR. KEN WHITLEY: Now, none of this
9 happens in a fed-to-fed, does it?

10 MR. BART REEDY: I'm sorry?

11 MR. KEN WHITLEY: Because the
12 Department of Education can move Marion Military in
13 here and they can gnaw all the leaded paint off the
14 window seals and whatever they do --

15 MR. CHRIS JOHNSON: Actually, we're
16 arguing the same issues on fed-to-feds.

17 MR. KEN WHITLEY: So, all these
18 public benefit conveyances to educational institutions
19 will require some sort of FOSL?

20 MR. RON LEVY: I think Chris said
21 the last meeting --

22 MR. CHARLES TURNER: Or the
23 wildlife refuge, how are y'all going to get through

1 their own EIS.

2 MR. KEN WHITLEY: Yeah, I read
3 that.

4 MR. RON LEVY: And we have, in
5 fact, given an opportunity for EPA and the State to
6 comment on the permit.

7 MR. KEN WHITLEY: Okay. And that
8 was --

9 COLONEL TREUTING: An EIS takes
10 about twenty-four months, so it wanted a permit or
11 else you could end up killing the CDP.

12 MR. FERN THOMASSY: But essentially
13 what I heard is: This is a golf course, EPA and ADEM
14 don't tend to shut it down now, there is indication
15 there is a need to do that. If somebody else takes it
16 on, what EPA and ADEM want to do is ensure the
17 language doesn't bring them in as a party that could
18 be responsible under CERCLA. Is that what you're
19 saying?

20 MR. CHRIS JOHNSON: That's one
21 thing it's doing. That's one thing the liability
22 aspects of the ICs does. It basically says, the Army
23 is responsible, they will, you know, take care of

1 anything we find, you know, those kind of things.

2 And then there is another component
3 about the protections. The City of Anniston won't dig
4 in the property, they won't drill wells, they won't go
5 in here and basically be exposed to these areas that
6 we think may be contaminated or not. So, that's what
7 the ICs do.

8 And really, I'm not so sure -- I
9 think we're kind of getting caught up here arguing
10 either side of the coin when really I don't even know
11 the Army's response, yet. You know, I'm going right
12 now on something that even Ron told me earlier that
13 they haven't even finalized their response, yet, to
14 us. So, we might come to some consensus on this
15 issue.

16 MR. RON LEVY: I will tell you this
17 much: There was a number of points brought out in
18 Bart's IC language for the parks and recreation that
19 we did agree to and we'll cite back in the letter back
20 to them. However, there are a lot of things that we
21 just didn't -- just didn't agree to. And we'll
22 address why we didn't agree to those, those items.
23 But as far as agreeing to -- part of his point was, he

1 wanted a separate institutional control plan for the
2 FOSL. We're not going to agree to that. We're going
3 to put some of his language back into the FOSL,
4 itself. And we will agree that we'll continue to work
5 with them on a base-wide. We will say that. So,
6 that's kind of the flavor of what's coming.

7 MR. BART REEDY: Uh-huh, okay.

8 MR. KEN WHITLEY: Ron, I'm not
9 going to find myself sitting here ninety days from now
10 and hear you saying, oh, well, you know, we still got
11 to put some RPs out there and do some more tests?
12 That would be terrible.

13 MR. RON LEVY: As far as I know on
14 the lease, sir --

15 MR. KEN WHITLEY: Well, I know I'm
16 putting you on the spot, something could happen. But
17 generally speaking?

18 MR. RON LEVY: As far as I know, on
19 the lease, we're moving forward. And, sir, you can
20 correct me if I'm wrong, that we are moving forward --

21 COLONEL TREUTING: Money is
22 programmed for the site characterizations as they're
23 called.

1 MR. RON HOOD: Are you referring to
2 this letter?

3 COLONEL TREUTING: Ticket golf
4 course starts in August.

5 MR. RON HOOD: All these buildings
6 and properties that he's requested?

7 MR. RON LEVY: The letter you're
8 looking at from the JPA dealt with -- dealt with --
9 no, it dealt with a different issue than the FOSL
10 here.

11 MR. KEN WHITLEY: Yes. That's for
12 the master lease. And that includes some large
13 footprints that go with those.

14 MR. FERN THOMASSY: Is there any
15 contingency within the Army for the continued
16 operation, maintenance, sustainment of the staff, when
17 this lease -- if this lease can't be put in place and
18 the facility taken over by the Anniston Parks and
19 Recreation, when you're ready to shut it down?

20 MR. RON LEVY: No. They will be
21 left as is.

22 MR. FERN THOMASSY: So, there is a
23 pipeline -- a possible pipeline bubble in there, and

1 this place can go to seed?

2 MR. TOM TURECEK: Right. Well,
3 that's what the EPA is saying. He's saying we need to
4 look at a couple of different ways to do this, the --
5 correct me if I'm wrong -- but to paraphrase him, he
6 said, the future tenants, owners, they can act as a
7 custodial agency until such time as it's done or the
8 Army could do the same thing. But nobody has raised
9 their hand and said I'll do it, so fine --

10 MR. FERN THOMASSY: That's why I
11 asked about the contingency, that's exactly why.

12 MR. TOM TURECEK: -- so far, so --

13 MR. KEN WHITLEY: I hate to speak
14 for the city, but one of the results of the closure is
15 tax revenue is doing that.

16 MR. TOM TURECEK: Well, that's a
17 given. I was going to bring that up as soon as you
18 said that --

19 MR. KEN WHITLEY: They're not going
20 to have the money to kick in for a negative cash flow.

21 MR. CHRIS JOHNSON: So right now
22 they're not going to be -- come October 1, even able
23 to operate these facilities?

1 MR. KEN WHITLEY: If they have an
2 income, yes; that is, somebody showing up and they're
3 playing golf and they can afford to reinvest that
4 money.

5 MR. TOM TURECEK: Right, they could
6 assume a turnkey operation.

7 MR. KEN WHITLEY: But if nobody is
8 teeing off and they're mowing the grass, you know,
9 that's not good at all. They don't have much money.
10 That actually strongly debated whether they were going
11 to do this, because of the way their tax money is
12 scouted (phonetic) off.

13 MR. TOM TURECEK: My question is --
14 and I realize the golf course is a huge piece of
15 property and it's got its own environmental problems
16 because it's a golf course. But if the golf course is
17 a problem and all the parks and recreation property
18 FOSTs and FOSLs are such a problem, what about this
19 prioritized list from the JPA? Is any of this stuff
20 ready to be discussed or looked at or turned over or
21 --

22 MR. KEN WHITLEY: It all depends on
23 the results of the test that --

1 MR. RON LEVY: Some of those pieces
2 will fall into areas that are considered category
3 seven. But as the JPA put it together, I know Ken
4 Whitley looked at it from the standpoint of let's see
5 if we can't define property that has no environmental
6 conditions on it.

7 MR. KEN WHITLEY: I tried to pick
8 these off that map so there was nothing but gray and
9 white off of that thing up there to minimize it. Now,
10 I don't know that we won't discover something like
11 Chris described, some nightmare there, but I picked
12 those that were -- appeared to be as close to benign
13 as I could get. So, I didn't tie anything up
14 accidentally.

15 MR. TOM TURECEK: Even in the
16 absence of a site inspection we're saying that these
17 -- these should be fairly benign?

18 MR. RON LEVY: Again, some of them
19 will involve work that's ongoing.

20 MR. KEN WHITLEY: Right. But we
21 look for those will probably have pretty good
22 outcomes.

23 MR. BART REEDY: One of the reasons

1 that we had asked for a plan, an IC plan -- and you'll
2 see that in my letter to Ron -- was so that we
3 wouldn't have to have this sense of tension around

4 every FOST and FOSL. We would just go through one
5 time, this labor of love one time. And the questions
6 of who do we call if we find something out there. The
7 law says the United States. Who is the United States?
8 I don't know who that is. Those kinds of questions.
9 And fundamental -- just some really fundamental kinds
10 of questions that we have --

11 MR. KEN WHITLEY: Those issues go
12 on everywhere there is a base closure. I know of one
13 that held up the transfer for two years, arguing over
14 who is going to be liable. So, anything we can do to
15 sort of pre-negotiate, if you will, and get these
16 things lined up early certainly should be encouraged.

17 MR. BART REEDY: That's the idea
18 that's floating around out there right now and that's
19 why that idea is there. Let's do this one time. We
20 have the same hope -- and I think probably correct
21 hope, at least founded, that we're not going to
22 stagger on to a smoking hole out here of an
23 environmental problem. We aren't going to do that. I

1 don't feel that we will. But that does not mean that
2 property, however, that's out there is not -- that
3 does not mean that it's clean.

4 MR. KEN WHITLEY: Right.

5 MR. BART REEDY: So, is it safe for
6 golf? Well, let's get the data back and look.

7 MR. KEN WHITLEY: So, we just want
8 to get the data as quickly as we can, get good data as
9 quickly as we can.

10 MR. BART REEDY: And I can assure
11 you that all of us, myself, Chris, and Ron are all in
12 agreement with what you stated awhile ago, the longer
13 it lays here, unutilized, it becomes less attractive.

14 MR. KEN WHITLEY: The less
15 marketable it is --

16 MR. BART REEDY: Less marketable.

17 MR. KEN WHITLEY: -- and the more
18 people that move away from the community because
19 they've lost this stuff.

20 MR. BART REEDY: Yeah. And we
21 understand that.

22 MR. KEN WHITLEY: And these little
23 businesses outside the gate are --

1 MR. BART REEDY: And we understand
2 that. And we are attempting to get -- you know, to
3 get to where you want the program to see.

4 MR. KEN WHITLEY: If you guys will
5 just visualize when you get one of these papers that
6 there are people out there who need work, you know,
7 and we need to move this through, that's my focus.
8 I'm not posturing, I mean that really is my focus.

9 MR. RON HOOD: Does anyone else
10 have anything to say about that? I'm trying to move
11 this on along so we don't make this into a two hour
12 meeting.

13 MR. RON LEVY: Let me say one
14 thing.

15 MR. RON HOOD: Yeah.

16 MR. RON LEVY: If you would, since
17 Bart has provided his comments back and his proposed,
18 take that back, we can continue this discussion at the
19 next meeting, if you'll spend some time --

20 MR. CHARLES TURNER: Unless it's
21 moot. I thought that that was what --

22 MR. BART REEDY: I'm sorry, I
23 didn't hear you.

1 MR. CHARLES TURNER: That it became
2 moot, that the comments -- y'all's comments on the
3 FOSL became moot, because they were going up with the
4 unresolved conflicts headed north.

5 MR. RON LEVY: Certainly, this
6 lease, on any other leases or transfers, as well. So,
7 we'd like to see you --

8 MR. BART REEDY: That would -- to
9 underscore what Ron said, the issues really are not
10 issues with the golf course, per se, they applied --
11 most of them apply to the golf course, but there are
12 issues out there that the answers we need. And I
13 would ask the same thing Ron asked, if you would, look
14 at them and let -- you know, if we could get some -- a
15 little feedback, because it will -- they will surface
16 again.

17 MR. RON LEVY: And that's what this
18 board is here to do is to --

19 MR. KEN WHITLEY: We can't wait a
20 month to get that feedback, can we?

21 MR. RON LEVY: Certainly, sir, as I
22 stated before, we're moving on with this lease. But
23 we will continue discussions and see where that leads

1 us on FOSLs, and using this as an example. Joan, if
2 you would, in the next mailings to those members that
3 are not here, we put that in there.

4 MS. JOAN McKINNEY: Sure.

5 MR. FERN THOMASSY: And we're going
6 to get a mailing of the comments that you provide back
7 --

8 MR. RON LEVY: If --

9 MR. FERN THOMASSY: -- is that
10 correct?

11 MR. BART REEDY: Yeah.

12 MR. RON LEVY: If Bart and Chris
13 agree, I will be glad to provide our comments back to
14 EPA and the State. Sir, do you have a problem with
15 that?

16 COLONEL TREUTING: No.

17 MR. CHRIS JOHNSON: It's public
18 record, anyway.

19 MR. RON LEVY: I just thought you
20 might want to have a chance to look at them before --

21 MR. BART REEDY: Appreciate that.
22 No, that's fine, get them out.

23 MR. RON LEVY: We can do that. And

1 I'll actually put those in a letter, in the mailings,
2 out with the next minutes.

3 MS. MARTHA BROCK: Ron, question.
4 You mentioned earlier about moving forward on the IC
5 plan, the baseline IC plan. When might we expect to
6 meet on that issue?

7 MR. RON LEVY: That's a good
8 question. In talking to TRADOC, we were trying to
9 figure out how we would get ourselves together so that
10 we can start talking about it, particularly --

11 COLONEL TREUTING: I thought we
12 were going to do it on the 11th of August. That's the
13 date I saw, to try to have a meeting with all of you
14 in the room on the 11th of August.

15 MR. RON LEVY: That was
16 Mr. Taylor's meeting that you are talking about, sir?

17 COLONEL TREUTING: Right.

18 MR. RON LEVY: That's a little bit
19 different than what we're talking about here. I know
20 he was going to discuss some things, but as far as the
21 provisions that are in here, they weren't actually the
22 specific topic that we were going to go after.

23 Martha, I can tell you that we need

1 to -- we need to work that one out. In fact, I need
2 to call Bart and Chris and see if we can't set
3 something up.

4 MR. CHRIS JOHNSON: I would like to
5 make one point. And I think it does -- putting myself
6 in y'all's shoes, I know this probably seems silly
7 that we're talking about these issues on a golf
8 course. Everybody here plays golf and can relate.
9 One thing that needs to be understood that we're
10 trying to lay out some consistency here on our
11 expectations of how we're going to get through these
12 leases, how we're going to leave residual
13 contamination in place, and how we're going to protect
14 the public when we do leave residual contamination.

15 I think when we move on to some
16 sites, for example, that contain ordnance and
17 explosive waste, things that you can relate to that do
18 cause problems and can cause problems, is when you'll
19 appreciate what we're trying to do here, as far as
20 these provisions, and making sure these covenants and
21 these institutional controls are in place. And we
22 have to start out now being consistent through the
23 process, whether it's a site that's probably okay, and

1 gut feeling it probably is, but we need to make sure
2 we're consistent as a regulatory agency in doing this
3 with the Army when we do get to these big issues where
4 these sites are truly a problem.

5 MR. TOM TURECEK: Has anybody ever
6 looked at the medical history going through Noble Army
7 Hospital of problems related to pesticides that may
8 have been used on the golf course? I mean, I know
9 they don't ask if you're a golfer when you go on sick
10 call.

11 MR. RON LEVY: No, I'm not sure
12 that's an issue. But believe it or not, I would tell
13 you the majority of the golf course, people who go
14 through there don't actually use that hospital. Would
15 probably use --

16 MR. CHARLES TURNER: RMC.

17 MR. TOM TURECEK: Well, not now,
18 but that golf course and that hospital have been there
19 for a long time. I just meant over a, you know,
20 reasonable past.

21 MR. RON LEVY: Unless there was
22 some reason for that to occur, no.

23 MR. CHRIS JOHNSON: The main issues

1 on the golf course are this: For the pesticide mixing
2 areas, especially the ones that were used a long time
3 ago, where we really didn't have any environmental
4 regulations on how these guys mixed things and used
5 things, I'm worried about releases at those source
6 points. Possibly it released into the subsurface soil
7 and maybe got into the ground water. That's one
8 concern there. We've got two of those.

9 Another concern is really more on
10 -- when you apply herbicides and pesticides to a golf
11 course, you obviously have storm water runoff, it
12 dumps into Cane Creek. I'm more worried about the
13 impacts to Cane Creek from an ecological standpoint.
14 And it helps to establish a baseline to the golf
15 course and the condition of the creek. We may have to
16 get the Army or the city to implement some best
17 management practices, maybe to reduce some of that
18 runoff coming into the creek. Those are the concerns.

19 MR. TOM TURECEK: Is there history
20 of what types of pesticides were used out there --

21 MR. CHRIS JOHNSON: Yes.

22 MR. TOM TURECEK: -- over the past
23 however many years?

1 MR. CHRIS JOHNSON: Yeah, we do
2 have pretty good records of that.

3 MR. RON LEVY: You can see a lot of
4 that in the environmental baseline survey that kind of
5 defines that. Tom, I don't know if you got a copy of
6 that.

7 MR. TOM TURECEK: I don't think I
8 did.

9 MR. RON LEVY: We need to see if we
10 can't get you a copy of that. If not, then we've got
11 other data that we can provide you, as well, if you
12 want to see it.

13 MR. RON HOOD: Anything else?

14 MR. CHARLES TURNER: Just on the
15 bylaws, we've already --

16 MR. RON HOOD: Yeah, that's what I
17 wanted to get to.

18 MR. CHARLES TURNER: We've already
19 approved the bylaws, so all you got to do is just
20 check them over for errors. And that's -- it's an
21 ongoing thing.

22 MR. RON LEVY: Can you recapture
23 for the minutes what the changes were?

1 MR. CHARLES TURNER: There wasn't
2 any change.

3 MR. RON LEVY: Well, we changed the
4 --

5 MR. CHARLES TURNER: Well, there is
6 a transcript from a meeting, which you didn't attend,
7 that's about an inch thick.

8 MR. RON LEVY: Zing, okay. I
9 missed one meeting.

10 MR. BART REEDY: Which meeting was
11 that again, Charles?

12 MR. CHARLES TURNER: That was the
13 one I was here.

14 MR. FERN THOMASSY: It was about
15 six months ago.

16 MR. CHARLES TURNER: It has been
17 awhile. And anyway, we made -- we revised the bylaws
18 and we approved it and we agreed that we would be --
19 that we would go by the changes that were in the
20 transcript. And so I took the transcript and I tried
21 to update the bylaws based on that. And I think that
22 -- I think that this is -- that there might be a typo
23 here or there, but as far as substance goes, this is

1 it. And we've already approved it.

2 MR. RON HOOD: Well, if it's been
3 approved, what do we need to do except --

4 MR. RON LEVY: All right.

5 MR. CHARLES TURNER: Put it in a
6 file.

7 MR. FERN THOMASSY: Yeah, I
8 remember approving them. So, look at that file -- my
9 recommendation is that the board look at these and the
10 next time we come back, see if there is any
11 administrative corrections that need to be made to
12 them in line with what we've already agreed to.

13 MR. CHARLES TURNER: That's right,
14 Y'all call me at my office and I'll try and have a
15 final, final, final draft.

16 MR. RON HOOD: Let me ask you one
17 quick question as to what you meant by this. The
18 quorum defined.

19 MR. RON LEVY: That's what I wanted
20 to get out.

21 MR. RON HOOD: What do you mean
22 here, a majority of the regular RAB members attending
23 any meeting shall constitute a quorum of the RAB?

1 Does that mean we have no minimum number of people to
2 show up?

3 MR. RON LEVY: That was on page
4 seven of nine.

5 MR. CHARLES TURNER: What section
6 is it?

7 MR. RON HOOD: 5-1.

8 MR. FERN THOMASSY: That's a
9 majority of the --

10 MR. CHARLES TURNER: A majority of
11 the regular RAB members. So, the regular RAB
12 memberships are defined as, I think there are
13 seventeen.

14 MR. RON HOOD: You said seventeen,
15 so you're saying --

16 MR. CHARLES TURNER: Nine --

17 MR. RON HOOD: -- we have to have
18 nine? So, right now we're short one to do anything,
19 anyway, because one left.

20 MR. CHARLES TURNER: We had nine.
21 Did somebody leave?

22 MR. FERN THOMASSY: We lost Don.

23 MR. RON HOOD: Yeah, a long time

1 ago.

2 MR. CHARLES TURNER: All right,
3 well, we're adjourned.

4 MR. RON HOOD: That's why I'm
5 asking: Is there anything we really need to do with
6 these? You said they're already approved.

7 MR. CHARLES TURNER: They're
8 already approved.

9 MR. RON LEVY: We did take a voice
10 vote and they were approved, but --

11 MR. RON HOOD: So, all they lack is
12 a signature, obviously.

13 MR. RON LEVY: What we'd asked for
14 is to get them down on paper.

15 MR. CHARLES TURNER: And get them
16 approved. Let's hold off on signing them, having the
17 little signing ceremony until we know that they're
18 right.

19 MR. RON HOOD: Say next time?

20 MR. CHARLES TURNER: Sure. I'm all
21 for it. They're in effect.

22 MR. RON HOOD: So, can be delayed
23 considerably.

1 Any other comments? Anything else
2 we need to talk about? We going to meet here next
3 time or are we going to some other place?

4 MR. RON LEVY: Joan, we did not --

5 MS. JOAN MCKINNEY: We're working
6 on finding a church, you know, we talked about that.
7 We hope to have that firmed up the end of this week.

8 MR. RON HOOD: So, you'll let us
9 know about that?

10 MS. JOAN MCKINNEY: Oh, yes.

11 MR. RON LEVY: Based on our moving
12 off the installation on a quarterly basis, we are
13 attempting to move into one of the churches, in fact,
14 a minority. And Michele there has been trying very
15 hard to get us an audience at one of the churches.

16 MR. KEN WHITLEY: Let me ask, is
17 that just because you're not going to be able to use
18 this building?

19 MR. RON LEVY: No, sir, we --

20 MR. KEN WHITLEY: Or just because
21 you want to get out outside and meet --

22 MR. RON LEVY: We agreed as a RAB
23 to move outside of Fort McClellan and rotate around to

1 the various communities so that we can try to get more
2 public access.

3 MR. KEN WHITLEY: Yeah, makes
4 sense.

5 MR. RON LEVY: If I could, just
6 like to mention before we close, Margarett, I'm real,
7 real sorry, I understand you lost your mom and our
8 thoughts are with you.

9 MS. MARGARETTE LONGSTRETH: Thank
10 you.

11 MR. RON LEVY: We're really glad
12 that you could still attend, even though what's going
13 on in your family.

14 MS. MARGARETTE LONGSTRETH: I
15 appreciate that.

16 MR. RON HOOD: Well, if there is
17 nothing else, do we have a motion for adjournment
18 here?

19 MR. CHARLES TURNER: We can't vote
20 on it if we do.

21 MR. RON HOOD: We can't even vote
22 on it. We're adjourned.

23 (WHEREUPON, the meeting was adjourned.)

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C E R T I F I C A T E

STATE OF ALABAMA)
CALHOUN COUNTY)

I, SAMANTHA E. NOBLE, a Court
Reporter and Notary Public in and for The State of
Alabama at Large, duly commissioned and qualified,
HEREBY CERTIFY that this proceeding was taken before
me, then was by me reduced to shorthand, afterwards
transcribed upon a computer, and that the foregoing is
a true and correct transcript of the proceeding to the
best of my ability.

I FURTHER CERTIFY this proceeding
was taken at the time and place and was concluded
without adjournment.

1 IN WITNESS WHEREOF, I have hereunto
2 set my hand and affixed my seal at Anniston, Alabama,
3 on this the 27th day of July, 1999.

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SAMANTHA E. NOBLE

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Notary Public in and for

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Alabama at Large

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14 MY COMMISSION EXPIRES: 11-14-2001.

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