

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE CITY OF ALAMEDA, a California charter city

and

MidPen Housing Corporation, Alameda Point Collaborative, Building Futures With Women and
Children, Operation Dignity

Alameda Point - Rebuilding the Existing Supportive Housing (RESHAP)

Dated as of _____, 2018

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DISPOSITION AND DEVELOPMENT AGREEMENT

FOR ALAMEDA POINT - REBUILDING THE EXISTING SUPPORTIVE HOUSING (RESHAP)

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("**Agreement**" or "**DDA**") is entered into as of _____, 2018 ("**Effective Date**") by and between the City of Alameda, a California charter city (the "**City**"), and MidPen Housing Corporation, a California nonprofit public benefit corporation ("**MidPen**"), Alameda Point Collaborative, a California nonprofit public benefit corporation ("**APC**"), Building Futures With Women and Children, a California nonprofit public benefit corporation ("**Building Futures**"), and Operation Dignity, a California nonprofit public benefit corporation ("**Operation Dignity**"). Each of APC, Building Futures and Operation Dignity is referred to herein as a "**Collaborating Partner**", and collectively, "**Collaborating Partners**". MidPen and the Collaborating Partners are referred to herein as the "**Developer**". MidPen and each of the Collaborating Partners are expected to form limited partnerships to which certain development obligations will be assigned in which the managing general partner is a limited liability company in which (1) MidPen or an affiliate in which MidPen has a Controlling Interest is a member/manager and (2) one or more of the Collaborating Partners or an affiliate in which the Collaborating Partner has a Controlling Interest is also a member/manager, which limited partnerships are identified herein as "**Developer Affiliates**." The City and the Developer are sometimes collectively referred to in this Agreement as the "**Parties**," and individually as a "**Party**." The Parties have entered into this Agreement with reference to the following facts:

RECITALS

A. This Agreement refers to and utilizes certain capitalized terms that are defined in Section 16.1 of this Agreement. The Parties intend to refer to those definitions in connection with their use in this Agreement.

B. The Naval Air Station Alameda and the Fleet and Industrial Supply Center, Alameda Annex and Facility ("**NAS Alameda**"), which encompasses the Naval facilities and grounds comprising the western end of the City of Alameda and consists of approximately 1,546 acres of real property, together with the buildings, improvements and related other tangible personal property located thereon and all rights, easements and appurtenances thereto, was decommissioned by the United States Department of the Navy (the "**Navy**") in 1993 and closed in 1997.

C. In 1996 the Alameda Reuse and Redevelopment Authority (the "**ARRA**"), of which the City is a member, the Local Reuse Authority under federal base closure law, approved the NAS Alameda Community Reuse Plan (the "**Reuse Plan**"), as amended in 1997, to establish a plan for the reuse and redevelopment of the property at the former NAS Alameda, a portion of which (west of Main Street) is commonly referred to as Alameda Point. The Reuse Plan set forth specific policy and planning goals and objectives with regards to the disposition and use of property at the NAS Alameda, which are being implemented under this DDA.

D. In 2003 the City adopted a General Plan Amendment for Alameda Point, which added Chapter 9 (Alameda Point) to the General Plan, in order to implement the community's vision for the reuse of Alameda Point consistent with the goals of the Reuse Plan and other City of Alameda policy documents.

E. The United States, acting by and through the Navy, approved the ARRA's Economic Development Conveyance Application and subsequently executed that certain Memorandum of Agreement between ARRA and the Navy for the No-Cost Economic Development Conveyance of Portions of the Former NAS Alameda, as such subsequently amended (the "**EDC Agreement**").

F. By operation of California State law, the Community Improvement Commission, a member of the ARRA joint powers authority, ceased to exist on February 1, 2012. Accordingly, the ARRA, by Resolution No 55, dated January 31, 2012, authorized the ARRA Executive Director to assign to the City all of ARRA's rights, assets, obligations, responsibilities, duties and contracts, including the EDC Agreement, subject to (i) the City accepting such Assignment; (ii) Department of Defense designation of the City as the local reuse authority for NAS Alameda; and (iii) execution of documents with the Navy necessary to implement the City as successor to ARRA.

G. Pursuant to City of Alameda Resolution No. 14654, dated February 7, 2012, the City authorized the City Manager to accept the Assignment of all of ARRA's rights, assets, obligations, responsibilities, duties and contracts, including the EDC Agreement, subject to the Department of Defense designating the City as the local reuse authority for NAS Alameda and the Navy executing documents necessary to implement the City as successor to ARRA.

H. By letter dated April 4, 2012, the Department of Defense and the Department of the Navy designated the City as the local reuse authority for NAS Alameda, and accepted the City as the successor to ARRA.

I. In June 2012, the City Council directed City staff, upon acquisition of major portions of Alameda Point, to complete the necessary Environmental Impact Report ("**EIR**"), General Plan amendments, Zoning Ordinance amendments, including the creation of the Alameda Point District (Alameda Municipal Code 30-4.24), and a Master Infrastructure Plan ("**MIP**") (collectively, the "**Planning Documents**") required to implement the Reuse Plan in compliance with the California Environmental Quality Act ("**CEQA**"), the City of Alameda General Plan and the Reuse Plan.

J. On June 6, 2013, the Navy transferred approximately 1,379 acres, including 509 acres of land and 870 acres of submerged land, at the Alameda Point property pursuant to the EDC Agreement.

K. On February 4, 2014, the City Council approved the Planning Documents, which included approval of a mixed-use, transit-oriented development consistent with the Reuse Plan and General Plan and consists of the rehabilitation, reuse and new construction of approximately 5.5 million square feet of commercial and workplace facilities for approximately 8,900 jobs; maritime and water related recreation uses in and adjacent to the Seaplane Lagoon, including a

new ferry terminal; rehabilitation and new construction of 1,425 residential units for a wide variety of household types for approximately 3,240 residents. This DDA is intended to implement certain goals and policies described in the approved Planning Documents with respect to the Property.

L. The Planning Documents require all new development at Alameda Point to comply with the Transportation Demand Management Plan for Alameda Point ("**TDM Plan**"), which was approved by the City Council on May 20, 2014. The TDM Plan outlines a plan for mitigating traffic impacts from new development during peak hours and supporting the creation of a transit-oriented development at Alameda Point including the formation of a Transportation Management Association and the establishment of fees or special taxes on developed property to pay the costs of implementation of the TDM Plan. The Developer has prepared and upon approval of the DDA, City will have approved a TDM Compliance Strategy for the Property, as attached hereto as Exhibit J. Through this DDA and as a condition of development, each Developer Affiliate shall be required to implement the terms of the approved TDM Compliance Strategy.

M. The amended Zoning Ordinance for Alameda Point required that a specific plan be adopted for the Main Street Neighborhood zoning sub-district. In conformance with the Zoning Ordinance, the City Council adopted the Main Street Neighborhood specific plan on March 21, 2017 ("**Main Street Neighborhood Plan**"). This DDA is intended to implement the goals and policies described in the Main Street Neighborhood Plan.

N. The City is the fee title owner of that certain portion of Alameda Point consisting of 9.7 acres, of which 9.1 acres are developable, and bounded by West Midway, Main Street, and Orion Parkway, as more particularly described in Exhibit A and shown on the map of the Property attached hereto as Exhibit B (the "**Property**").

O. The City currently leases certain property located within Alameda Point consisting of 34 acres to individual members of the Collaborating Partners pursuant to the terms of long term legally binding agreements ("**Existing Leases**") for 200 housing units and administrative offices in existing former Navy structures ("**Existing Structures**"), In addition to the Existing Leases, the City currently leases to APC certain property located within Alameda Point for the Ploughshares Nursery and The Farm, which leases are intended to remain in effect and unchanged by this Agreement. The Existing Leases were entered into pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 which requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless and sets forth procedures and standards describing how such accommodations are to be made.

P. In accordance with this Agreement and the Main Street Neighborhood Plan, the City and the Developer plan to consolidate the existing 200 housing units and administrative offices currently located in the Existing Structures on the 34-acre leaseholds created by the Existing Leases within a 9.7-acre campus comprising the Property upon which partnerships formed with MidPen and a Collaborating Partner will own, construct and operate new affordable housing consisting of 267 affordable housing units and up to 40,000 square feet of community-serving commercial spaces while releasing the property subject to the Existing Leases for development consistent with the Main Street Neighborhood Plan.

Q. The Developer's plan for the Property includes the replacement of the 200 existing affordable housing units currently being provided pursuant to the Existing Leases with 200 newly constructed supportive affordable housing as well as the construction of an additional 67 newly constructed supportive affordable housing units in a cohesive new development. The City and the Developer acknowledge that replacement of the Existing Structures with the Project as contemplated in this Agreement meets the goals of the Base Closure Community Redevelopment and Homeless Assistance Act and the terms of the Existing Leases related to the provision of affordable housing meeting the needs of the homeless.

R. On December 15, 2015, pursuant to City Council authorization, the City and the Developer entered into the Exclusive Negotiations Agreement (the "**ENA**") for purposes of negotiating this Agreement.

S. The Developer understands and agrees that any proposed Project (defined below) must be consistent with the Planning Documents, the TDM Plan, the TDM Compliance Strategy, and the Main Street Neighborhood Plan, among other regulatory and policy documents, and that this DDA is entered into in furtherance of and is intended to implement the goals and policies contemplated by previously approved policy documents.

T. Pursuant to the terms of this Agreement, the City will convey and provide other specified rights to the Property to Developer Affiliates, and the Developer Affiliates will develop and construct a high quality, affordable supportive housing project that will serve extremely low-income and low-income residents by providing housing and supportive services that will help to break the cycle of homelessness and establish stability and opportunity in the lives of residents and create a cohesive, pedestrian-friendly, and inviting community. The Developer proposes to develop the following specified improvements consistent with the Main Street Neighborhood Plan and the Planning Documents (collectively, the "**Project**"):

1. Two-Hundred (200) replacement residential units in newly constructed buildings replacing the 200 units currently located in the Existing Structures (the "**Replacement Units**");

2. Sixty-Seven (67) new residential units in newly constructed buildings ("**New Residential Units**" and with the Replacement Units, collectively, the "**Residential Units**");

3. Approximately 40,000 square feet of permitted and conditionally permitted community serving commercial spaces ("**Commercial Space**"); and

4. Potentially a replacement of the existing Midway Shelter with up to fifty-four (54) emergency beds for BFWC in newly constructed buildings ("**Emergency Shelter**").

The Developer intends to implement the Project in up to four (4) separate phases (each a "**Phase**"). Each Phase is more particularly described in the Phasing Plan attached as Exhibit C.

U. In accordance with the terms of the Agreement and as consideration for the City conveying the Property, the Collaborating Partners shall be obligated to release the Existing

Leases from the Existing Structures and all encumbrances on the Existing Structures as set forth in this Agreement and the Release Agreement attached hereto.

V. The City and the Developer understand that as a condition to development of the Project on the Property certain backbone infrastructure and site improvements must be constructed, consisting of demolition, geotechnical mitigation, rough grading, certified building pads, construction of backbone streets and utilities stubbed to the Property consistent with the MIP (collectively, the “**Backbone Infrastructure**” and more specifically described in Exhibit D) prior to conveyance of the Property to Developer Affiliates. The Parties intend that the Backbone Infrastructure will be developed by developers of the property adjacent to the Property, including certain portions of property subject to one or more of the Existing Leases, as part of the development of market rate housing consistent with the Main Street Neighborhood Plan. The Parties intend that for this Agreement to be included as an exhibit for reference in the disposition and development agreement with the developer of the adjacent property.

W. The New Residential Units are being constructed in compliance with the Renewed Hope Settlement Agreement with the units to be affordable to very low and low income households. The New Residential Units are being constructed in exchange for the developers of the property adjacent to the Property paying for and installing the Backbone Infrastructure and as such are intended to serve as the inclusionary units required for the development of the adjacent property under the City's Inclusionary Housing Ordinance, as well as the affordable housing units required pursuant to any density bonus waiver obtained by the developers of the adjacent property.

X. This Agreement provides for the City's conveyance of the following rights to the Property to the Developer Affiliates:

1. The conveyance of fee simple ownership of the Property in phases to Developer Affiliates;

2. The conveyance of a temporary construction easements or encroachments permits to portions of the Property or the adjacent property necessary for the construction of the Project (the "ROE Property").

Y. This Agreement provides for the Collaborating Partners to terminate the Existing Leases in accordance with the terms of this Agreement and the Release Agreement and to deliver the property covered by the Existing Leases to the City free and clear of any encumbrances.

Z. Through this Agreement, the City is imposing occupancy and affordability restrictions on the Project in compliance with the Renewed Hope Settlement Agreement and the City's Inclusionary Housing Ordinance.

AA. On September 25, 2017, the Planning Board approved the Development Plan (the "**Development Plan**"). The EIR requires the implementation of certain CEQA mitigation measures through the Mitigation Monitoring and Reporting Program, attached hereto as Exhibit E (the "**MMR Program**"). The City as the "lead agency" has determined that no further environmental review under CEQA is required based on CEQA Guidelines Section 15182 and 15183 and has made the required CEQA findings in connection with the EIR that has served as

the environmental documentation under CEQA for the City's consideration of approval of this Agreement and the Project.

BB. The Property is affected by certain Hazardous Materials, which are addressed in several Sections of this Agreement, in the MMR Program and in the Site Management Plan.

CC. Pursuant to Government Code Section 65402, the City's Planning Board has made the findings of General Plan conformance with respect to the Development Agreement.

DD. Construction of the Project will substantially improve the physical conditions of the Property and the City in accordance with the purposes and goals set forth in the Reuse Plan, the City's General Plan, the Main Street Neighborhood Plan, and the Planning Documents. This Agreement is declaratory of the policy goals and objectives of the various policy documents previously considered and adopted governing the development and disposition of property at the NAS Alameda. The execution and implementation of this DDA is an administrative action, in that it pursues plans and policies that have previously been adopted by the various public agencies with regards to the development of the NAS Alameda generally, and the Property in particular.

EE. MidPen and the Collaborating Partners have represented that they have the necessary experience, skill, and ability to carry out their respective commitments contained in this Agreement.

WITH REFERENCE TO THE FACTS RECITED ABOVE, the City and the Developer agree as follows:

ARTICLE 1.
TERM OF THE AGREEMENT

Section 1.1 Effective Date. The Effective Date of this Agreement is stated in the first paragraph of this Agreement and represents that date which is thirty (30) days after the date the Ordinance approving this Agreement is adopted by the City Council. This Agreement shall be executed by the City within ten (10) days after the Effective Date and a DDA Memorandum substantially in the form attached as Exhibit F (the "**Memorandum**") will be recorded in the public records with the Alameda County Recorder (the "**Official Records**") against the Property owned by the City as of the Effective Date.

Section 1.2 Term. This Agreement shall commence on the Effective Date and end on the earliest of: (a) _____, 2028 (the "**Expiration Date**") which is ten (10) years from the Effective Date; (b) the date of any termination of this Agreement in accordance with the provisions hereof; or (c) the date of issuance by the City of the final Estoppel Certificate of Completion for the last Phase of Vertical Improvements ("**Term**").

Section 1.3 Extension of the Term. Except as a result of the express extension rights set forth in this Section 1.3, the Term of this Agreement shall not extend beyond the Expiration Date, unless and until the City Council, in its sole discretion, approves such an extension amending the Agreement to provide for a term beyond the initial Term.

(a) In the event that the Backbone Infrastructure has not been completed by the Outside Date set forth in the Milestone Schedule and there is no existing Developer Event of Default under this Agreement, the Term of this Agreement shall be automatically extended by the number of months of delay in the completion of the Backbone Infrastructure to account for the delay in the completion of the Backbone Infrastructure, provided, however, no such extension shall exceed a total of five (5) years. By way of example, if the Outside Date for the completion of the Backbone Infrastructure in the Milestone Schedule is June 2022 but the actual projected completion date for the Backbone Infrastructure is extended to January 2024, the Term of this Agreement will be extended by 19 months to account for the delay in the completion of the Backbone Infrastructure. Nothing in this Section 1.3 shall be construed to limit the scope or duration of those obligations that expressly survive the expiration or termination of this Agreement.

(b) The City Manager may grant extensions of the Term in addition to any extension pursuant to Section 1.3(a) in the event that MidPen and the Collaborating Partners demonstrate to the City Manager's satisfaction that they are making progress toward Completion of the Vertical Improvements, provided, however, any such extension shall not be for longer than one (1) year and cumulatively any such extensions granted by the City Manager pursuant to this section shall not exceed five (5) years. Any such extension granted pursuant to this Section shall be memorialized in an Operating Memorandum in accordance with Section 15.16.

Section 1.4 Force Majeure. In addition to the extensions set forth in Section 1.3, either Party has the right to extend the applicable Milestone Schedule (and all subsequent Milestone Schedule dates) by Force Majeure. Force Majeure shall mean delay caused by any of the following: strikes, lock-outs or other labor disturbances; one or more acts of a public enemy; war; riot; sabotage; blockade; freight embargo; floods; earthquakes; fires; unusually severe weather; quarantine restrictions; lack of transportation; court order; delays resulting from changes in any applicable laws, rules, regulations, ordinances or codes; delays resulting from Hazardous Material Delay; litigation that enjoins construction or other work on the Project or any portion thereof, causes a lender to refuse to fund, disburse or accelerate payment on a loan, or prevents or suspends construction work on the Project except to the extent caused by the Party claiming an extension and provided further that the Party subject to such litigation is actively mounting a defense to such litigation; inability to secure necessary labor, materials or tools (provided that the Party claiming Force Majeure has taken reasonable action to obtain such materials or substitute materials on a timely basis); a development moratorium, as defined in section 66452.6(f) of the California Government Code; and any other causes beyond the reasonable control and without the fault of the Party claiming an extension of time to perform that prevents the Party claiming an extension of time from performing its obligations under this Agreement.

The extension of time for force majeure events shall be from the time the Party claiming the extension provides written notice to the other Party in accordance with Section 15.1 of the event that gave rise to such period of delay which notice shall specify the Milestone Dates that are being extended. The extension of time shall continue until the date that the cause for the extension no longer exists or is no longer applicable at which time the applicable Milestone Dates (and all subsequent Milestone Schedule dates affected by the force majeure event) will be

adjusted to account for the extension period, provided however no Party may request or claim extensions pursuant to this Section 1.4 for a cumulative period in excess of five (5) years.

Section 1.5 Milestone Schedule. During the Term, MidPen, the Collaborating Partners, and the City will each be required to perform certain tasks and to fulfill certain obligations as set forth in this Agreement, the Exhibits and other implementing documents. A schedule of the deadlines for performance of various conditions and requirements under this Agreement is set forth in the Milestone Schedule attached as Exhibit G. Major Milestone Dates shall be the Outside Phase Closing Dates, the dates for commencement and completion of relocation of the residents of the Existing Structures and the Commencement and completion of Construction of each Phase. Major Milestone Dates may be (a) extended pursuant to Sections 1.3 or 1.4 or (b) modified by an amendment to this Agreement approved by the Developer and the City in accordance with Section 15.16. All deadlines set forth in the Milestone Schedule that are not considered Major Milestone Dates are considered "**Progress Milestone Dates**." The Parties shall make commercially reasonable efforts to meet the Progress Milestone Dates but failure to meet a Progress Milestone Date shall not be considered an Event of Default pursuant to Sections 14.3 and 14.4 unless, as a result of such failure, it would be impossible for a Major Milestone Date (as such date may be extended pursuant to Sections 1.3 or 1.4) to be met. If a Party fails to meet a Progress Milestone Date, either Party can require the other Party to meet and confer regarding the impact to the Milestone Schedule of such failure with the goal of the Parties reaching mutual agreement on adjustments to the Progress Milestone Dates in the Milestone Schedule. Any Party receiving a request to meet and confer shall participate in the meet and confer within thirty (30) days of receipt of notice from the other Party.

ARTICLE 2. LAND PAYMENT

Section 2.1 Land Payment. In accordance with the terms of this Agreement, the City will convey to the Developer Affiliate the Property or applicable portion thereof improved with the Backbone Infrastructure in exchange for the Collaborating Partners terminating the Existing Leases, relocating at their own costs the current occupants of the Existing Structures subject to the covenants and conditions in this Agreement and removing any encumbrances, on the property subject to the Existing Leases. The City has determined that the Collaborating Partners' release of their rights and claims under the Existing Leases as well as the Developer's agreement to meet the requirements contained in the 2001 Renewed Hope Settlement Agreement and meet the Inclusionary Housing Ordinance requirements for the Main Street Neighborhood with the City equals or exceeds the value of the Property to be conveyed to the Developer Affiliates. The Developer and the City have determined that the Property is to be conveyed pursuant to this Agreement for One Dollar (\$1.00) (the "**Land Payment**") for each Phase

ARTICLE 3. FINANCING AND PHASING PLAN

Section 3.1 Financing Plan. MidPen has submitted to the City a financing plan for the Project ("**Project Financing Plan**" dated February 14, 2018 which Project Financing Plan shall be updated when each Phase Update is submitted to the City pursuant to this Section 3.1. The

City shall use good faith efforts to assist Developer in submission of funding applications for each Phase.

(a) Phase Update. MidPen shall submit to the City an update to the Project Financing Plan with respect to each Phase (each "**Phase Update**") for the City's review and approval pursuant to Section 3.2 prior to the applicable date in the Milestone Schedule that contains the following documents and information, which shall be included as an update to the corresponding information for the applicable Phase that was previously included in the Project Financing Plan:

(1) A breakdown of the number of Affordable Units to be developed and rented within the Phase including the number of Affordable Units to be rented to Very Low Income Households, Extremely Low Income Households and Low Income Households.

(2) An updated "sources and uses" breakdown of the costs of constructing the Phase, and an updated operating proforma for the Phase. Such updated sources and uses breakdown and operating proforma shall reflect MidPen's then current expectations for funding sources and development costs.

(3) Copies of funding commitments for any financing source, including loans and grants, in amounts sufficient to demonstrate that the Phase is financially feasible and copies of any funding commitments for all other financing required to develop and operate the Phase. If at the time of submission of the Phase Update, MidPen does not have commitments from all sources of financing, the Phase Update shall include information on MidPen's actions to obtain such financing commitments and MidPen's estimate of the likelihood of receiving such financing commitments.

(4) A Tax Credit Reservation from TCAC and a letter of intent from an investor for equity funding for the Phase in an amount that when combined with the other sources of financing committed to the Phase demonstrates that the Phase is financially feasible, or if MidPen has not applied for tax credits at the time of submission, the Phase Update shall include MidPen's projected date for submitting an application for tax credits, the requirements for submitting an application that is likely to score sufficient points to receive a Tax Credit Reservation and MidPen's estimation of the feasibility of meeting those requirements within the time frame set out in the Phase Update.

(5) Any other information reasonably requested by the City that would assist the City in determining that MidPen and each applicable Developer Affiliate has the financial capability to pay all costs of constructing the Phase and operating the Phase

(6) An update to the Project Financing Plan for the balance of the Project. The update to the Project Financing Plan shall include the level of detail included in the original Project Financing Plan.

Section 3.2 Review of Financing Plan Updates By City. Upon receipt by the City of the proposed Phase Update, the City Manager shall either approve or disapprove in writing the submitted plan or update within thirty (30) days from the date the City Manager receives the proposed plan or update. If the proposed plan or update is not approved by the City Manager,

then the City Manager shall notify MidPen in writing of the reasons for disapproval and the required revisions to the previously submitted plan or update. MidPen shall thereafter submit a revised plan or update within thirty (30) days of the notification of disapproval. The City Manager shall either approve or disapprove in writing the submitted revised Phase Update within thirty (30) days of the date such revised plan or update is received by the City. The City Manager shall approve the initial or revised plan or update if (i) it contains the elements described in the definition of the Phase Update as applicable, contained in Section 3.1 above, (ii) demonstrates sufficient funding to pay the total development costs of the Project or Phase, as applicable and all other applicable obligations of the Developer under this Agreement. If the City disapproves the revised proposed Phase Update, this Agreement may be terminated pursuant to Article 14. If, at the time of submission of the Phase Update, the Developer does not have commitments for all financing required to pay for the costs of constructing the Phase and a Tax Credit Reservation, the City Manager, in his or her sole discretion, may conditionally approve the Phase Update, in which event, the City's conditional approval will require that MidPen submit amendments to the Phase Update demonstrating progress on obtaining the necessary financing within time frames to be determined by the City based on information provided by MidPen in the submitted Phase Update. The City shall not be obligated to convey the applicable portion of the Property to a Developer Affiliate until the City has unconditionally approved a Phase Update.

(a) MidPen shall submit any material revision to an approved Phase Update to the City Manager for his/her review and approval. Any proposed revised Phase Update shall be considered and approved or disapproved by the City Manager in the same manner and according to the same timeframe set forth above for the initial plan or update. Until a revised plan or update is approved by the City Manager, the previously approved Project Financing Plan or Phase Update shall govern the financing.

Section 3.3 Quarterly Reports. In addition to the Phase Update required above, MidPen shall on a quarterly basis submit to the City for its review a progress report on funding applications for the development of the Project.

Section 3.4 Phasing Plan. Attached as Exhibit C is the parties' initial Phasing Plan for the Project. Development of the Project is dependent upon the construction of the Backbone Infrastructure by the developers of the adjacent property within the Main Street Neighborhood Plan area. MidPen shall provide the City with an updated Phasing Plan within the time set forth in the Milestone Schedule once the City has entered into an Exclusive Negotiating Rights Agreement with the market rate developer of the adjacent property ("**Market Rate Developer**"). The City shall provide MidPen with updates on the proposed development schedule for the adjacent property during the negotiating period with the market rate developer with the intent that the updated Phasing Plan and the development schedule for the market rate development are consistent. Upon receipt by the City of the updated Phasing Plan, the City Manager shall either approve or disapprove in writing the submitted Phasing Plan within thirty (30) days from the date the City Manager receives the proposed Phasing Plan. If the proposed Phasing Plan is not approved by the City Manager, then the City Manager shall notify MidPen in writing of the reasons for disapproval and the required revisions to the previously submitted Phasing Plan. MidPen shall thereafter submit a revised Phasing Plan within thirty (30) days of the notification of disapproval. The City Manager shall either approve or disapprove in writing the submitted revised Phasing Plan within thirty (30) days of the date such revised plan or update is received

by the City. Notwithstanding the above approval process, MidPen must receive approval of the updated Phasing Plan within the time set forth in the Milestone Schedule.

ARTICLE 4.
DISPOSITION OF PROPERTY AND ESCROW

Section 4.1 Opening Escrow. The Closing of any Phase shall be completed through Escrow and the applicable Parties shall execute and deliver to the Escrow Holder joint written instructions that are consistent with this Agreement.

Section 4.2 Close of Escrow. Subject to the satisfaction of the applicable conditions precedent set forth in Sections 4.3(a) and (b) and any extensions pursuant to Section 1.3 or 1.4 above, escrow shall close no later than thirty (30) calendar days after all conditions precedent to the applicable Closing set forth in Section 4.3 have been met, provided however, in all events the transfer of the portion of the Property applicable to each Phase ("**Transfer Property**") to the Developer Affiliate must occur no later than the Outside Phase Closing Date set forth in the Milestone Schedule (each, an "**Outside Phase Closing Date**") (each such, the "**Closing Date**").

On the applicable Closing Date, the City shall: convey to the applicable Developer Affiliate the applicable portions of the Property pursuant to a Quitclaim Deed substantially in the form of Exhibit H.

Section 4.3 Conditions Precedent to Closing.

(a) Conditions Precedent to the City's Obligation. The obligation of the City to consummate the transactions hereunder shall be subject to the fulfillment on or before the applicable Outside Phase Closing Date (as such date may be extended pursuant to this Agreement) of the following applicable conditions, any or all of which may be waived by the City in its sole discretion:

(1) The Developer Affiliate has submitted to the City and the City Manager has approved the organizational documents for the Developer Affiliate intending to take title to the applicable Phase;

(2) The applicable Developer and the Developer Affiliate shall have executed an assignment and assumption of this Agreement whereby the Developer Affiliate assumes all of the obligations in this Agreement applicable to the applicable Phase, in a form approved by the City Attorney;

(3) The Developer Affiliate shall have obtained binding commitments for the necessary financing (including debt and tax credit equity) for the applicable Phase, consistent with the approved Financing Plan and the construction financing providers are prepared to close simultaneously with the Closing on the Transfer Property;

(4) There are no uncured Developer Events of Default;

(5) The DDA Memorandum shall have been recorded against the applicable Phase;

(6) The Developer Affiliate or MidPen has timely submitted to the City and the City has reviewed and approved all of the submittals required under this Agreement for the applicable Phase, including but not limited to, the approval of the applicable Phase Update to be submitted prior to the Closing Date. The Developer Affiliate or MidPen shall have submitted to the City within the time set forth in the Milestone Schedule, evidence in the form reasonably satisfactory to the City Manager that any conditions to the release or expenditure of funds described in the applicable approved Phase Update Financing Plan have been met or will be met at the Closing on any Phase and that such funds will be available at the Closing for the construction of the applicable Phase. Such satisfactory evidence may consist of letters from the funding sources identified in the approved Phase Update Financing Plan stating that the applicable funds, in the amounts called for in the approved Phase Update Financing Plan, will be available to the Developer Affiliate for the construction of the applicable Phase at the time of Closing or such later time as called for in the Phase Update Financing Plan. Only upon delivery of such evidence in form satisfactory to the City Manager shall this condition be deemed met;

(7) A Final Map for the applicable Phase has been approved and recorded;

(8) The Developer shall have submitted to the City and the City Manager shall have approved covenants, conditions and restrictions governing the use of the common area of the Property for the benefit of all of the owners and occupants of the Property ("**Project CC&Rs**");

(9) The Developer Affiliate or MidPen shall have submitted to the City and the City Manager shall have approved the Vertical Improvement Completion Assurances for the applicable Phase;

(10) The Developer Affiliate or MidPen has submitted all certificates of insurance in form reasonably satisfactory to the City Risk Manager demonstrating compliance with the insurance requirements in Article 13;

(11) The Developer Affiliate or MidPen shall have obtained all Supplemental Approvals required under Section 5.3, including the payment of the required building permit fees for the applicable phase; and

(12) Each of the Collaborating Partners shall have executed the Release Agreement substantially in the form attached hereto and shall have obtained releases for any encumbrances on the Collaborating Partner's Existing Structures or the leasehold created by the Existing Lease ("**Encumbrance Releases**"), which Release Agreement and Encumbrance Releases may be deposited in escrow along with escrow instructions signed by both the City and the applicable Collaborating Partner regarding the timing of the recordation of the Release Agreement and Encumbrance Release.

If one or more of the foregoing conditions precedent is not satisfied or waived in writing by the City prior to the applicable Outside Closing Date (as such date may be extended pursuant to this

Agreement), the City may declare a Developer Event of Default and the City shall have the rights and remedies set forth in Sections 14.2 or 14.4, as applicable.

(b) Conditions Precedent to the Developer Affiliate's Obligation. The obligation of the applicable Developer Affiliate to consummate the transactions hereunder shall be subject to the fulfillment on or before the applicable Outside Phase Closing Date (as such date may be extended pursuant to this Agreement) of the following applicable conditions, any or all of which may be waived by the applicable Developer Affiliate in its sole discretion:

(1) Such Developer Affiliate shall have obtained binding commitments for the necessary financing (including debt and tax credit equity) for the applicable Phase, consistent with the approved Financing Plan;

(2) The Backbone Infrastructure necessary to serve the Phase pursuant to Section 8.3 of this Agreement has been completed;

(3) The Regional Water Quality Control Board and the Navy have either approved development of the applicable Phase in accordance with this Agreement or a No Further Action (“NFA”) Letter has been issued for the applicable Phase allowing development of the Phase in accordance with this Agreement and the Developer Affiliate has agreed to implement any conditions contained in the Regional Water Quality Control Board and the Navy's approval or the NFA necessary to allow development of the Phase in accordance with this Agreement;

(4) The DDA Memorandum shall have been recorded against the applicable Phase;

(5) Such Developer Affiliate shall have received confirmation from the Escrow Holder that the Escrow Holder is irrevocably committed (upon payment of the applicable premium and the Close of Escrow) to issue the applicable Title Policy to such Developer Affiliate in the form required by Section 4.7;

(6) There has been no material adverse change in the physical condition of the Phase that would render the Phase unsuitable for the development of the Phase pursuant to the Project Approvals in the time period between Effective Date and the applicable Closing Date;

(7) There shall have been no enacted or proposed building or utility hook-up moratoria, ordinances, laws or regulations, which were not existing as of the Effective Date and that would prohibit or materially delay or hinder the issuance of building permits or certificates of occupancy for units within the Project;

(8) There is no pending or threatened suit, action, arbitration, or other legal, administrative, or governmental proceeding or investigation that affects the applicable Phase or the development of the applicable Phase pursuant to the Project Approvals, or that adversely affects the City's ability to perform its obligations under this Agreement;

(9) All of the representations and warranties of the City contained in this Agreement shall be true and correct in all material respects as of the date of Closing;

(10) There are no uncured City Events of Default;

(11) The City has provided such Developer Affiliate with the right of entries, encroachment permits and/or temporary construction easements reasonably necessary to construct any off-site improvements allocated to the applicable Phase (the "**Off-Site Rights of Entry**");

(12) The Development Agreement and the Project Approvals shall be in full force and effect and not subject to administrative appeal, legal challenge or referendum; and

(13) The completion of any environmental review required by HUD pursuant to NEPA necessary as a result of any federal funds used for the development of the Project.

If one or more of the foregoing conditions precedent is not satisfied or waived in writing by the applicable Developer Affiliate prior to the applicable Outside Closing Date (as the same may be extended pursuant to the terms of this Agreement), the Developer Affiliate shall have the rights and remedies set forth in Sections 14.2 or 14.3, as applicable.

Section 4.4 Closing Deliverables.

(a) City Deliverables. At least one (1) business day prior to the Closing Date for each Phase, the City shall deliver the following to Escrow Holder:

(1) a duly executed and notarized original Quitclaim Deed conveying the applicable Phase Transfer Property to the Developer Affiliate in the form substantially similar to Exhibit I attached hereto;

(2) a duly executed and notarized original of the City Regulatory Agreement in the form substantially similar to Exhibit K attached hereto;

(3) if applicable, a duly executed original of all required Off-Site Rights of Entry;

(4) two (2) duly executed original counterparts of the general assignment conveying any interest in the intangible property applicable to such Phase Transfer Property in the form substantially similar to Exhibit L (the "**General Assignment**");

(5) if applicable, a duly executed bill of sale for the personal property applicable to the applicable Phase Transfer Property in the form substantially similar to Exhibit M (the "**Bill of Sale**");

(6) a duly executed and notarized original of the notice of the City's release of environmental claims set forth in Section 4.6(h) below in substantially the form substantially similar to Exhibit O-1 (the "**Notice of City Release of Environmental Claims**");

(7) a FIRPTA certificate and a CA Real Estate Withholding Certificate, each duly executed by the City;

(8) such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of the City;

(9) an executed closing statement reasonably acceptable to the City;

(10) if applicable executed escrow instructions providing directions to the Escrow Holder regarding the recordation of the Release Agreement and Encumbrance Releases; and

(11) such affidavits and other documents that are consistent with this Agreement and which are reasonably required by the Escrow Holder.

(b) Developer Affiliate Deliverables. At least one (1) business day prior to the Closing Date for each Phase, the applicable Developer Affiliate shall deliver to Escrow Holder:

(1) a duly executed and notarized original Quitclaim Deed conveying the applicable Phase Transfer Property to the Developer Affiliate in the form substantially similar to Exhibit I attached hereto

(2) a duly executed Release Agreement (Exhibit Q);

(3) all fully executed and acknowledged Encumbrance Releases necessary to remove any encumbrances on property leased pursuant to an Existing Lease to the Collaborating Partner that is a member of the Developer Affiliate;

(4) if applicable, executed escrow instructions providing directions to the Escrow Holder regarding the recordation of the Release Agreement and Encumbrance Releases;

(5) a duly executed and notarized City Regulatory Agreement in the form substantially similar to Exhibit K attached hereto;

(6) a duly executed and notarized Project CC&Rs;

(7) two (2) duly executed original counterparts of the General Assignment (Exhibit L);

(8) a duly executed and notarized original of the notice of the Developer's release of environmental claims set forth in Section 4.6(f) below in substantially the

form substantially similar to Exhibit O-2 (the "**Notice of Developer Release of Environmental Claims**");

(9) duly executed Vertical Improvement Completion Assurances;

(10) such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of the Developer Affiliate;

(11) an executed closing statement reasonably acceptable to the Developer Affiliate; and

(12) such affidavits and other documents that are consistent with this Agreement and which are and reasonably required by the Escrow Holder.

Section 4.5 Condition of Title. The City may convey each Phase of the Transfer Property to the applicable Developer Affiliate pursuant to a metes and bounds legal description approved by the City and the applicable Developer Affiliate in accordance with the provisions of Government Code Section 66426.5.

(a) "**Permitted Exceptions**" means the following liens, encumbrances, clouds and conditions, rights of occupancy or possession, as they may relate to the Property:

(1) applicable building and zoning laws and regulations;

(2) the provisions of this Agreement as evidenced by the DDA

Memorandum;

(3) the provisions of the applicable Quitclaim Deed;

(4) the provisions of the quitclaim deed conveying the applicable portion of the Property from the Navy to the City provided such provisions are consistent with and not more onerous than the terms contained in the quitclaim deeds listed on Exhibit O.

(5) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Quitclaim Deed, including but not limited to the TDM Special Tax Lien;

(6) the Site Management Plan related to hazardous materials as long as the terms of the Site Management Plans are consistent with and not more onerous than the Site Management Plan listed on Exhibit P;

(7) the terms of any Covenant to Restrict Use of Property Environmental Restrictions applicable to the Transfer Property (the "**CRUP**") provided that the terms of the applicable CRUP are consistent with and not more onerous than the terms of the CRUPs listed on Exhibit P;

(8) the terms of the Declaration of Covenants, Conditions and Restrictions Providing for Reciprocal Easement, Joint Use and Maintenance dated June 28, 2017, as such Declaration may be amended from time to time ("**Master CC&Rs**");

(9) liens, encumbrances, clouds and conditions, rights of occupancy or possession shown as exceptions in the Preliminary Title Report including but not limited to exceptions, covenants, conditions and restrictions imposed by the Navy, the State of California or any other regulatory entity. Upon receipt of the Preliminary Title Report, the applicable Developer Affiliate, MidPen and the City shall cooperate to remove any exceptions that are unacceptable to the applicable Developer Affiliate, provided however, the City shall not be obligated to incur any costs related to the removal of any such exceptions and the applicable Developer Affiliate or MidPen shall not deem any exceptions that are consistent with the Permitted Exceptions set forth in this Section 4.5(a) unacceptable;

(10) any other matters approved by the applicable Developer Affiliate.

Section 4.6 Condition of the Property.

(a) Disclosure. In fulfillment of the requirements of Health and Safety Code Section 25359.7(a), the City has provided MidPen and the Collaborating Partners with copies of the documents in its possession related to hazardous materials affecting the Property (the "**Hazardous Materials Documents**") as set forth in Exhibit N. To the best of the City's knowledge, the Hazardous Materials Documents depict the condition of the Property with respect to the matters covered in such documents as of the date of such documents and as of the Effective Date. The City is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person, except for the express representations contained herein.

(b) Developer Investigation. The Developer and its agents have had the right and adequate opportunity to enter onto the Property for the purpose of taking materials samples and performing tests necessary to evaluate the development potential of the Property and to undertake tests related to the existence of Hazardous Materials on the Property.

(c) "As is" Purchase. Except for the representations and warranties and covenants of the City contained in this Agreement, the Developer specifically acknowledges and agrees that the City is selling and each Developer Affiliate is buying the Property on an "**as is with all faults**" basis, and that the Developer Affiliate is not relying on any representations or warranties of any kind whatsoever, express or implied, from the City as to any matters concerning the Property, including without limitation: (1) the quality, nature, adequacy and physical condition of the Property (including, without limitation, topography, climate, air, water rights, water, gas, electricity, utility services, grading, drainage, sewers, access to public roads and related conditions); (2) the quality, nature, adequacy, and physical condition of soils, geology and groundwater; (3) the existence, quality, nature, adequacy and physical condition of utilities serving the Property; (4) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (5) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property; (6) the compliance of the Property or its operation

with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (7) the presence or absence of Hazardous Materials on, under or about the Property or the adjoining or neighboring property; and (8) the condition of title to the Property.

(d) No Warranties by City and No Reliance by Developer. Except for the representations and warranties and covenants of the City contained in this Agreement,

(1) the Developer affirms that the Developer has not relied on the skill or judgment of the City or any of its elected and appointed officials, board members, commissioners, officers, employees, attorneys, agents or volunteers to select or furnish the Property for any particular purpose,

(2) that the City makes no warranty that the Property is fit for any particular purpose,

(3) the Developer acknowledges that it shall use its independent judgment and make its own determination as to the scope and breadth of its due diligence investigation which it made relative to the Property and shall rely upon its own investigation of the physical, environmental, economic and legal condition of the Property (including, without limitation, whether the Property is located in any area which is designated as a special flood hazard area, dam failure inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local agency);

(4) as of the Closing of each Phase and with respect to that Phase only, the Developer Affiliate acquiring that Phase undertakes and assumes all risks associated with all matters pertaining to the Property's location in any area designated as a special flood hazard area, dam failure inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local agency.

Without limiting the generality of the foregoing provisions of this subsection 4.6(d), except for the representations and warranties and covenants of the City contained in this Agreement, the Developer specifically acknowledges and agrees that as between the Developer and the City, the City shall have no responsibility for the suitability of the Property for the development of the Project.

(e) Acknowledgment. The Developer acknowledges and agrees that: (1) to the extent required to be operative, the disclaimers of warranties contained in this Section 4.6 are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; (2) the disclaimers and other agreements set forth in this Section 4.6 are an integral part of this Agreement; and (3) the City would not have agreed to sell the Property (or any Phase thereof) to the Developer or Developer Affiliate without the disclaimers and other agreements set forth in this Section 4.6. Nothing set forth in this Section 4.6 is intended to affect Developer's or Developer Affiliate's remedies in the event of a default by City in the payment and/or performance of its obligations under this Agreement.

(f) Developer's Release of the City. Effective as of the Closing Date for each Phase and solely with respect to the portion of the Property included in such Phase, the

Developer and each of them, on behalf of itself and anyone claiming by, through or under the Developer (including, without limitation, any successor owner of the applicable Phase) hereby waives its right to recover from and fully and irrevocably releases the City, its elected and appointed officials, board members, commissioners, officers, employees, attorneys, agents, volunteers and their successors and assigns (the "**City Released Parties**") from any and all actions, causes of action, claims, costs, damages, demands, judgments, liability, losses, orders, requirements, responsibility and expenses of any type or kind (collectively "**Claims**") that the Developer may have or hereafter acquire against any of the City Released Parties arising from or related to:

(1) Claims Related to the Applicable Phase; (A) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the applicable Phase or any improvements thereon, or its suitability for any purpose whatsoever; (B) any presence of Hazardous Materials that were existing at, on, or under the applicable Phase as of the Phase Closing Date and; and (C) any information furnished by the City Released Parties related to the applicable Phase under or in connection with this Agreement.

(2) Claims for Incidental Migration: the Incidental Migration of Hazardous Materials that existed as of the applicable Phase Closing Date from any portion of the NAS Alameda property acquired by the City to the applicable Phase, whether such Incidental Migration occurs prior to or after the applicable Phase Closing Date.

Notwithstanding the foregoing provisions of this Section or anything to the contrary herein, nothing herein shall negate, limit, release, or discharge the City Released Parties in any way from, or be deemed a waiver of any Claims by the Developer (or anyone claiming by, through or under the Developer, including, without limitation, any successor owner of the applicable Phase) with respect to (i) any fraud or intentional concealment or willful misconduct committed by any of the City Released Parties, (ii) any premises liability or bodily injury claims accruing prior to the applicable Phase Closing Date to the extent such claims are not based on the acts of the Developer, its partners or any of their respective agents, employees, contractors, consultants, officers, directors, affiliates, members, shareholders, partners or other representatives (the "**Developer Parties**"); (iii) any violation of law by any of the City Released Parties prior to the applicable Phase Closing Date; (iv) any breach by the City of any of the City's representations, warranties or covenants expressly set forth in this Agreement; or (v) the release (including negligent exacerbation but excluding Incidental Migration) of Hazardous Materials by the City Parties at, on, under or otherwise affecting the applicable Phase or (vi) any claim that is actually accepted as an insured claim under any pollution legal liability policy maintained by the City (collectively, the "**Excluded Developer Claims**").

(g) Scope of Release. The release set forth in subsection 4.6(f) includes Claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the City Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may

hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City Released Parties from any such unknown Claims. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Developer's Initials: _____

(h) City's Release of the Developer. Effective as of the Closing Date for each Phase and solely with respect to the applicable Phase, the City, on behalf of itself and anyone claiming by, through or under the City (including, without limitation, any successor owner of any portion of NAS Alameda Property acquired by the City, whether prior to or after the applicable Phase Closing Date), hereby waives its right to recover from and fully and irrevocably releases the Developer, its partners and their respective partners, members, shareholders, managers, directors, officers, employees, attorneys, agents, and successors and assigns (the "**Developer Released Parties**") from any and all Claims that the City may have or hereafter acquire against any of the Developer Released Parties arising from or related to the Incidental Migration of Hazardous Materials that existed as of the applicable Phase Closing Date from the applicable Phase to any portion of the NAS Alameda Property acquired by the City, whether such Incidental Migration occurs prior to or after the applicable Phase Closing Date.

Notwithstanding the foregoing provisions of this Section or anything to the contrary herein, nothing herein shall negate, limit, release, or discharge the Developer Released Parties in any way from, or be deemed a waiver of any Claims by the City (or anyone claiming by through or under the City, including, but not limited to, any successor owner of the applicable Phase) with respect to: (i) any fraud or intentional concealment or willful misconduct committed by any of the Developer Released Parties, (ii) any premises liability or bodily injury claims accruing after the applicable Phase Closing Date to the extent such claims are not based on the acts of the City, its elected and appointed officials, board members, commissioners, officers, employees, attorneys, agents, volunteers and their successors and assigns; (iii) any violation of law by any of the Developer Released Parties after the applicable Phase Closing Date; (iv) a breach of the Developer's obligations under this Agreement or any other agreement between the City and the Developer, a Collaborating Partner, or MidPen or their assignees; (v) the release (including negligent exacerbation but excluding Incidental Migration) of Hazardous Materials by any of the Developer Released Parties at, on, under or otherwise affecting the applicable Phase or any other portion of the NAS Alameda Property acquired by the City, which release first occurs after the applicable Phase Closing Date; or (vi) any claim that is actually accepted as an insured claim under the Pollution Liability Insurance Policy maintained by the Developer.

(i) Scope of Release. The release set forth in subsection 4.6(h) includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City's release of the Developer Released Parties. The City specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the City agrees, represents and warrants that the City realizes and acknowledges that factual matters now unknown to the City may have given or may hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected, and the City further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the City nevertheless hereby intends to release, discharge and acquit the Developer Released Parties from any such unknown Claims. Accordingly, the City, on behalf of itself and anyone claiming by, through or under the City, hereby assumes the above-mentioned risks and hereby expressly waives any right the City and anyone claiming by, through or under the City, may have under Section 1542 of the California Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

City's Initials: _____

(j) Effective as of the Closing Date for each Phase and solely with respect to the portion of the Property included in such Phase, the City specifically acknowledges and agrees that, as between the Developer and the City, in the event of any Incidental Migration of Hazardous Materials that existed as of the applicable Closing Date from the applicable Phase to any portion of the NAS Alameda Property acquired by the City, whether such Incidental Migration occurs prior to or after the applicable Closing Date, the Developer shall not be responsible for any required remediation of any such Hazardous Materials at any portion of the NAS Alameda Property acquired by the City.

(k) Effective as of the Closing Date for each Phase and solely with respect to the portion of the Property included in such Phase, the Developer specifically acknowledges and agrees, that as between the Developer and the City, in the event of any Incidental Migration of Hazardous Materials that existed as of the applicable Closing Date from property owned by the City to the applicable Phase, which such Incidental Migration occurs prior to or after the applicable Closing Date, the City shall not be responsible for any required remediation of any such Hazardous Materials at any portion of the applicable Phase.

(l) The City hereby agrees that nothing in this Section 4.6 shall release the City from its obligations under this Agreement.

Section 4.7 Costs of Escrow and Closing.

(a) All expenses that are required to be prorated including but not limited to non-delinquent ad valorem taxes, if any, for each Phase of the Property being transferred and the

lien of any bond or assessment related to each Phase of the Property being transferred shall be prorated as of the applicable Closing Date.

(1) Basis of Proration. If taxes and assessments due and payable have not been paid before Closing, the City shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing and the Developer Affiliate shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation fixed as of the most recent date. The Developer Affiliate shall pay all supplemental taxes resulting from the change in ownership and reassessment occurring as of the applicable Closing Date.

(2) Initial Use of Estimates; True Up Based on Final Amounts. Any expense amount which cannot be ascertained with certainty as of the applicable Closing shall be prorated on the basis of the Parties' reasonable estimates of such amount. Once the previously estimated amounts have been finalized, the Parties shall prorate these new amounts pursuant to this Agreement and each party shall pay any amount due to a third party within ten (10) business days after receipt of the final amount. If either Party has overpaid an amount based on the prior estimate, the other Party shall reimburse the overpaying party within ten (10) business days after receipt of the final amount.

(3) The provisions of this Section shall survive the applicable Closing and shall not merge with the applicable Quitclaim Deed.

(b) Transaction and Closing Costs. The Developer Affiliate shall pay the premium for an ALTA Owner's Policy (Form 1970) insuring the Developer Affiliate's interest in the Property subject only to the Permitted Exceptions and such other exceptions as may be caused by Developer Affiliate (such as the lien of a Security Financing Interest) (collectively the "**Title Policies**") (including title endorsements) in excess thereof. All other costs of escrow (including, without limitation, any Escrow Holder's fee, costs of title company document preparation, recording fees, and transfer tax) shall be paid by the Developer Affiliate. These costs borne by the Developer Affiliate shall be in addition to the Land Payment.

(c) Closing Procedures. When all of the funds, documents and other items required by Section 4.4 for the applicable Phase Closing have been timely deposited into Escrow, Escrow Holder shall Close Escrow as follows:

(1) Record the following documents in the Official Records in the following order (collectively, the "**Recording Documents**"):

- (A) the Quitclaim Deed;
- (B) the City Regulatory Agreement;
- (C) The Project CC&Rs;
- (D) the Notice of City Release of Environmental Claims; and

- (E) the Notice of Developer Release of Environmental Claims.
- (2) Issue the Title Policy to the Developer Affiliate;
- (3) Pro rate taxes, assessments and other charges pursuant to Section 4.7 and pay the applicable charges from the applicable funds deposited by the City or the Developer Affiliate;
- (4) Pay the Closing Costs from the applicable funds deposited by the Developer Affiliate;
- (5) Deliver the following to the City: conformed copies of the Recording Documents, an original of the General Assignment, and the Vertical Improvement Completion Assurances, and
- (6) Deliver the following items to the Developer: conformed copies of the Recording Documents, an original of the General Assignment, the original Bill of Sale, the original Title Policy, and the Off-Site Rights of Entry.

In addition to the above, the Escrow Holder shall record the Release Agreement and the Encumbrance Releases in accordance with escrow instructions signed by City and the Developer Affiliate and deposited with the Escrow Holder prior to the Closing.

If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, Escrow Holder shall notify the Parties and retain all funds and documents pending receipt of further instructions jointly issued by Parties.

Section 4.8 Real Estate Commissions. Each Party represents and warrants that it has not entered into any agreement, and has no obligation, to pay any real estate commission or third-party finder's fees in connection with the transaction contemplated by this Agreement. If a real estate commission is claimed through either Party in connection with the transaction contemplated by this Agreement, then the Party through whom the commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such commission. The Parties' respective obligations to indemnify defend and hold harmless under this Section 4.8 shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

Section 4.9 Survival. The terms and conditions in Article 4 shall expressly survive the Closing, shall not merge with the provisions of the Quitclaim Deed or any other closing documents and shall be deemed to be incorporated by reference into the Quitclaim Deed. The Developer has fully reviewed the disclaimers and waivers set forth in this Agreement with the Developer's counsel and understands the significance and effect thereof.

ARTICLE 5.
CONSTRUCTION OF THE PROJECT

Section 5.1 Basic Obligations. From and after the Closing on each Phase, the applicable Developer Affiliate shall cause construction of the Vertical Improvements in each Phase in accordance with the terms of this Agreement, the approved Development Plan, the Planning Documents, the TDM Plan and the TDM Compliance Strategy, the Main Street Neighborhood Plan, the Project Approvals, and any additional applicable approvals, including compliance with the MMR Program related to or required in connection with such construction. The applicable Developer Affiliate shall cause commencement and completion of construction of the Vertical Improvements within each Phase within the times set forth in the Milestone Schedule and consistent with the terms of the approved Phasing Plan. The applicable Developer Affiliate shall be responsible for all costs associated with the Vertical Improvements for each Phase.

Section 5.2 Construction Pursuant to Approved Construction Documents. The applicable Developer Affiliate shall cause construction of the Vertical Improvements in each Phase in accordance with the applicable Approved Construction Documents (or modifications thereto processed and approved by the City in accordance with applicable City ordinances, rules and regulations), and the terms and conditions of all City and other governmental approvals. Nothing in this section shall preclude or modify the Developer Affiliate's obligation to obtain any required City approval of changes in the Approved Construction Documents in accordance with applicable City ordinances, rules and regulations.

Section 5.3 Construction Permits and Approvals.

(a) Supplemental Approvals. As a condition precedent to the conveyance of any Phase of the Property, MidPen or the applicable Developer Affiliate shall apply to the City and other applicable governmental entities for, and shall diligently pursue procurement of the Supplemental Approvals for the applicable Phase. MidPen or the applicable Developer Affiliate shall apply for the first Supplemental Approval for each Phase no later than the date set forth in the Milestone Schedule and shall continue to submit applications for additional Supplemental Approvals as necessary to ensure receipt of all of the Supplemental Approvals for each Phase by the date set forth in the Milestone Schedule. The City and MidPen shall coordinate the preparation and submission of any Tentative Maps or Final Maps for the Property with the developer of the adjacent property, to ensure that the appropriate level of mapping is in place before the installation of the Backbone Infrastructure. The City shall cooperate with MidPen on obtaining any approvals from other governmental entities and public utilities, provided the City shall not be obligated to incur any costs associated with obtaining such permits and approvals. The City, in its capacity as the property owner and not in its regulatory capacity, (i) will sign any application for a Tentative or Final Map if such application is filed while the City owns any property subject to the Map; and (ii) sign any Tentative Map or Final Map as the owner of the property subject to the Map once such Map is approved in accordance with the City's standard process for approval of Subdivision Maps.

(b) Evidence of Approvals. Within the time set forth in the Milestone Schedule, MidPen or the applicable Developer Affiliate shall submit to the City evidence that all

Supplemental Approvals necessary for commencement of construction of Vertical Improvements in the Phase in accordance with this Agreement have been obtained.

(c) Only upon delivery of such evidence in form reasonably satisfactory to the City shall the conditions of this Section 5.3 be deemed met. If such evidence is not delivered within the time specified in the Milestone Schedule, this Agreement may be terminated pursuant to Article 14.2 or 14.4, as applicable.

Section 5.4 Vertical Construction Contract.

(a) As a condition precedent to Closing and within the time set forth in the Milestone Schedule, the Developer Affiliate for the applicable Phase shall submit to the City the proposed construction contract with the General Contractor for the construction of such Vertical Improvements (the "**Vertical Improvement Construction Contracts**"). Each proposed Vertical Improvement Construction Contract shall:

(1) Specify a guaranteed maximum price or be another type of construction contract in which the pricing mechanism provides reasonable assurance that the total construction cost under the Vertical Improvement Construction Contract will be an amount not exceeding the construction cost set forth in the approved Sub-Phase Update to the Financing Plan including contingency amounts;

(2) Meeting the requirements of Section 5.8; and

(3) Otherwise be in a form consistent with the terms of this Agreement with respect to construction of the applicable Vertical Improvements and shall deliver written verification that the executed Vertical Improvement Construction Contract complies with this Agreement.

(b) The City Manager shall either approve or disapprove the submitted Vertical Improvement Construction Contract within fifteen (15) Business Days from the date the City receives the Vertical Improvement Construction Contract. If the proposed Vertical Improvement Construction Contract is not approved by the City Manager, then the City Manager shall notify the applicable Developer Affiliate in writing of the reasons for disapproval and the required revisions to the previously submitted Vertical Improvement Construction Contract. The applicable Developer Affiliate shall thereafter submit a revised Vertical Improvement Construction Contract within ten (10) Business Days of the notification of disapproval. The City Manager shall either approve or disapprove the submitted revised Vertical Improvement Construction Contract within ten (10) days of the date such revised Vertical Improvement Construction Contract is received by the City. The City Manager shall approve an initial or revised Vertical Improvement Construction Contract if it meets the standards set forth in subsection (a) of this Section 5.4 and is with a licensed and experienced General Contractor.

(c) If the Vertical Improvement Construction Contract is not approved by the time set forth in the Milestone Schedule, this Agreement may be terminated pursuant to Article 14.2 or 14.4, as applicable.

(d) Following the City Manager's approval of a Vertical Improvement Construction Contract pursuant to this Section 5.4, the applicable Developer Affiliate may, without City approval, make changes to such Construction Contract that are consistent with, and do not cause the Construction Contract to be out of compliance with, this Agreement; provided, however, that the applicable Developer Affiliate shall first provide the City with notice, clearly indicating the nature of the proposed changes, not less than five (5) business days before the applicable Developer Affiliate enters into an instrument effectuating such changes. The applicable Developer Affiliate shall not make any changes to a Vertical Improvement Construction Contract previously approved by the City Manager pursuant to this Section 5.4 that would cause the Construction Contract to be out of material compliance with this Agreement without the prior written consent of the City.

Section 5.5 Construction Assurances To City.

(a) As a condition precedent to the Closing for each Phase and within the time set forth in the Milestone Schedule, the applicable Developer Affiliate shall provide for the benefit of the City assurances of completion of construction of such Phase Vertical Improvements, including but not limited to payment bonds, performance bonds, or other construction related surety bonds or completion guaranties (the "**Vertical Improvement Completion Assurances**") (i) in an amount, with the terms and conditions, and from the providers comparable to those contained in any Completion Assurances that the Developer Affiliate provides to its equity investors or debt providers of financing for the Vertical Improvements under the approved Phase Update to the Financing Plan, or (ii) if no such completion assurances are provided pursuant to clause (i), as otherwise approved by the City.

(b) The City Manager shall either approve or disapprove the submitted proposed Vertical Improvement Completion Assurances, if any, within fifteen (15) Business Days from the date the City receives the Vertical Improvement Completion Assurances. The City shall not withhold, delay or condition its approval of a completion guaranty issued by affiliates of the Developer Affiliate that have, in the aggregate, a demonstrable net worth equal to twenty five percent (25%) of the hard construction costs of the applicable Vertical Improvements (as demonstrated by the applicable Phase Update to the Financing Plan). If the proposed Vertical Improvement Completion Assurances are not approved by the City Manager, then the City Manager shall notify the Developer Affiliate in writing of the reasons for disapproval and the required revisions to the previously submitted Vertical Improvement Completion Assurances. The Developer Affiliate shall thereafter submit revised proposed Vertical Improvement Completion Assurances within fifteen (15) Business Days of the notification of disapproval. The City Manager shall either approve or disapprove the submitted revised Vertical Improvement Completion Assurances within fifteen (15) Business Days of the date such revised Vertical Improvement Completion Assurance are received by the City. The City Manager shall approve the initial or revised Vertical Improvement Completion Assurances if they meet the standards set forth in this Section 5.5.

(c) If the Vertical Improvement Completion Assurances are not approved by the City Manager by the time set forth in the Milestone Schedule, this Agreement may be terminated pursuant to Section 14.2 or 14.4, as applicable. Only upon City Manager's approval of the Completion Assurances shall this condition be deemed met.

Section 5.6 Subdivision Map. As a condition precedent to the conveyance of any Phase of the Property a Final Map for the applicable Phase to be conveyed must be recorded. MidPen and the City will coordinate the applications for any Tentative Map and Final Map with the developer of the adjacent property as part of the installation of the Backbone Infrastructure. MidPen agrees to cooperate with the adjacent property developers to expeditiously complete the mapping process.

Section 5.7 Developer Affiliate's Responsibility for All Costs of the Applicable Phase of the Project. As between the City and each Developer Affiliate, each Developer Affiliate shall be solely responsible for all pre-development costs and expenses and all development costs and expenses related to the development of the Vertical Improvements for the applicable Phase of the Project. In the event the costs of developing the Vertical Improvements exceed the Developer Affiliate's estimates of such costs, the applicable Developer Affiliate shall nonetheless be responsible to complete, at its expense the development of the Vertical Improvements in accordance with and subject to the terms of this Agreement.

Section 5.8 Local Workforce Development.

(a) The Parties hereby agree (i) to a goal that residents of the City of Alameda, and Alameda County ("**Local Residents**"), will perform up to twenty-five percent (25%) of all construction job hours worked on the Project, if such workers are available, capable and willing to work (the "**Local Hire Goal**") and (ii) that participants in the Alameda Point Collaborative Program will be referred to the apprentice programs of the union(s) and establish a goal that such participants will perform fifteen percent (15%) of all apprentice construction job hours worked on the Project as such referrals are available, capable/qualified and willing to work (the "**Apprentice Goal**"). All participants that will be referred to the contractors to meet this requirement will have gone through a pre-apprenticeship program that meets the Multi-Craft Core Curriculum as established by the National Building Trades. Each Developer Affiliate shall use good faith efforts to achieve the Local Hire Goal and Apprentice Goal. A Developer Affiliate shall be conclusively deemed to have satisfied its obligations under this Section 5.8 if it either:

(1) Demonstrates to the City's reasonable satisfaction that Local Residents have actually worked twenty five percent (25%) of the construction job hours on the Project and that Alameda Point Collaborative Program referrals have actually worked fifteen percent (15%) of all apprentice construction job hours worked on the Project (If the Local Resident is also a High School graduate of the Alameda Unified School District, hours worked by such Local Resident will count double); or

(2) Demonstrates to the City's reasonable satisfaction that the Developer Affiliate has:

(A) Included a requirement in each Construction Contract requiring the General Contractor and all subcontractors to use good faith efforts to achieve the Local Hire Goal and Apprentice Goal, which good faith efforts shall include, (1) when permitted, implementing union hiring hall procedures that request residents from the City of Alameda, and

if those are not available, then request residents from Alameda County on a priority basis and (2) requesting qualified referrals from the Alameda Point Collaborative Program; and

(B) Included a requirement in each Construction Contract requiring the General Contractor and all subcontractors to submit quarterly reports to the City which include, (1) estimates of the total Project construction job hours and total apprentice hours to be performed by the contractor, (2) total Project construction job hours actually worked by Local Residents, (3) total Project apprentice hours worked by referrals from the Alameda Point Collaborative Program, (4) copies of their certified payroll reporting forms for the reporting period and (5) a summary of the contractors good faith efforts to meet the Local Hire Goal and Apprentice Goal.

(b) Each Developer Affiliate's compliance with this Section 5.8 shall be separately calculated/assessed.

Section 5.9 Project Stabilization Agreement. Each Developer Affiliates shall comply with the City's Project Stabilization Agreement or negotiate in good faith a Project Stabilization Agreement with the Building Trades for each Phase of the Project.

Section 5.10 Compliance with Applicable Law. Each Developer Affiliate shall cause all work performed in connection with construction of the Project to be performed in compliance with: (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies; and (2) all rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the applicable Developer Affiliate shall be responsible for the procurement and maintenance thereof, as may be required of the Developer Affiliate and all entities engaged in work on the Property.

Section 5.11 Entry by the City. Each Developer Affiliate shall permit the City, through its officers, agents, or employees, to enter the Property at all reasonable times upon reasonable notice to inspect the work of construction of the Project to determine that such work is in conformity with the Approved Construction Documents or to inspect the Property for compliance with this Agreement. The City is under no obligation to: (a) supervise construction, (b) inspect the Property, or (c) inform the Developer of information obtained by the City during any inspection, except that the City shall inform the Developer of any information it obtains or discovers during inspection that could reasonably foreseeably affect rights or obligations of a Party under this Agreement. The Developer Affiliate shall not rely upon the City for any supervision or inspection. The rights granted to the City pursuant to this section are in addition to any rights of entry and inspection the City may have in exercising its municipal regulatory authority.

Section 5.12 Progress Reports. Until such time as the final Phase of the Project is entitled to issuance of an Estoppel Certificate of Completion, MidPen shall provide the City with quarterly progress reports, or more frequently as reasonably requested by the City, regarding the status of the construction of the Project improvements.

Section 5.13 Necessary Safeguards. Each Developer Affiliate shall or shall cause its Contractors to erect and properly maintain at all times, all reasonable and necessary safeguards for the protection of workers and the public.

ARTICLE 6.
AFFORDABLE HOUSING REQUIREMENTS

Section 6.1 Affordable Housing Obligations. The redevelopment of the Property is subject to the requirement under the Renewed Hope Settlement Agreement, the Inclusionary Housing Ordinance and the Density Bonus Regulations as further set forth below:

(a) Renewed Hope Settlement Agreement. Under the Renewed Hope Settlement Agreement twenty-five percent (25%) of all newly constructed housing units at Alameda Point must be made permanently Affordable as follows: (1) ten percent (10%) of all Residential Units shall be made permanently Affordable to Very Low Income Households and Low Income Household (households with incomes at or below 80% of median income); and (2) the remaining fifteen (15%) of all Residential Units shall be made permanently Affordable to Very Low Income Households, Low Income Households and Moderate Income Households under the criteria set forth in Health and Safety Code Section 33413(b)(2). Developer has provided to the City a letter from Renewed Hope stating that the New Residential Units meet the requirements of the Renewed Hope Settlement Agreement with respect to the Main Street Neighborhood Plan.

(b) Inclusionary Housing Ordinance. Under AMC 30-16-4 at least fifteen percent (15%) of the total units in the Project must be “inclusionary units” restricted for occupancy by Very Low Income Households, Low Income Households and Moderate Households Income Households. Specifically, the Inclusionary Ordinance requires that: (1) four percent (4%) of the units be restricted to occupancy by Very Low Income Households; (2) four percent (4%) of the units must be restricted to occupancy by Low Income Households; and (3) seven percent (7%) of the units must be restricted to occupancy by Moderate Income Households. For purposes of the Inclusionary Housing Ordinance, the project is defined as the entirety of the Main Street Neighborhood Plan and the Affordable Housing Units will satisfy the Inclusionary Housing obligation of the market rate units developed within the Main Street Neighborhood Plan Area. The Project will satisfy the Inclusionary Housing Ordinance requirements for units restricted to occupancy by Very Low Income Households and Low Income Households but the Inclusionary Housing Ordinance requirements for units restricted to Moderate Income Households will be satisfied by the developers of the adjacent properties to be developed with market rate uses.

(c) Density Bonus Regulations. The City and the Developer expect that the Market Rate Developer will complete and submit to the City an application for a development plan for the South of West Midway Area that includes a Density Bonus Application under the City’s Density Bonus Regulations, which development plan will supersede and replace the RESHAP Development Plan. In consideration for the waiver, if granted, Developer is expected to agree to make at least ten percent (10%) of the total units in the Project affordable to Moderate Income Households.

Section 6.2 Project Affordable Housing Requirements.

(a) The Project will include a mix of transitional housing and permanent rental housing units restricted to households with gross incomes not to exceed between 30% and 60% of the Area Median Income (AMI).

(b) Eligibility for the Alameda Point Collaborative and Building Futures With Women and Children units at the Project will be restricted to households who initially meet the Department of Housing and Urban Development's definition of Homelessness as defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act. Eligibility for Operation Dignity units will be restricted to formerly homeless and/or currently homeless veterans, and users of other homeless or transitional housing programs currently administered at the Dignity Commons housing site.

(c) To ensure that all Affordable Housing Units constructed as part of the Project are permanently available to and occupied by income eligible households at an Affordable Housing Cost in compliance with this Agreement, the applicable Developer Affiliate hereby agrees to execute and record in the public records with the Alameda County Recorder (the "Official Records"): (1) a City Regulatory Agreement in substantially the form attached as Exhibit K restricting Very Low Income Homes and the Low Income Homes at the time of conveyance of any Phase of the Transfer Property to the applicable Developer Affiliate. The City Regulatory Agreement shall be recorded against title to the applicable Phase subject only to such liens, encumbrances and other exceptions to title approved in writing and in advance by the City. The parties agree to meet and confer if the priority lien position of the City Regulatory Agreement interferes with the Developer's ability to obtain commercially reasonable debt financing. The applicable Developer Affiliate must demonstrate to the City's reasonable satisfaction that subordination of the City Regulatory Agreement is necessary to secure adequate construction and/or permanent financing to ensure the viability of the Phase. To satisfy this requirement, the applicable Developer Affiliate must provide to the City, in addition to any other information reasonably required by the City, evidence demonstrating that the proposed amount of the senior debt is necessary to provide adequate construction and/or permanent financing to ensure the viability of the Phase and adequate financing for the Phase would not be available without the proposed subordination.

(d) This City Regulatory Agreement required under this Section 6.2 shall satisfy the requirement for: (1) an "affordable housing agreement" ensuring the continuing affordability of housing pursuant to the Density Bonus Regulations as specified in AMC 30-17; and (2) an "affordable housing plan" ensuring the continuing affordability of housing constructed pursuant to the Inclusionary Housing Ordinance as specified AMC 30-16-10.

Section 6.3 Consistency with Palmer and Non-Applicability of Costa Hawkins.

(a) The Developer has or will submit an application for density bonus pursuant to the City's Density Bonus Regulations.

(b) The Parties understand and agree that the Costa-Hawkins Rental Housing Act (California Civil Code sections 1954.50 et seq.; the "Costa-Hawkins Act") does not and in

no way shall limit or otherwise affect the restriction of rental charges for the Affordable Housing Units developed pursuant to this Agreement and subject to the City Regulatory Agreement. This Agreement falls within an express exception to the Costa-Hawkins Act because the Agreement is a contract with a public entity in consideration for a direct financial contribution and other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the California Government Code. Accordingly, Developer, on behalf of itself and all of its successors and assigns, including all affiliates, successor and assigns, agrees not to challenge, and expressly waives, now and forever, any and all rights to challenge, Developer's obligations set forth in this Agreement related to Affordable Housing Units, under the Costa-Hawkins Act, as the same may be amended or supplanted from time to time. Developer shall include the following language, in substantially the following form, in all agreements it enters into with Affiliates, successor or assigns transferring any obligations under this Agreement or any portion of the Property:

"The Disposition and Development Agreement by and between the City of Alameda and Developer, dated _____ and recorded _____, at _____ implements City of Alameda policies and includes regulatory concessions, incentives and significant public investment in the Project. These public contributions result in identifiable, financially sufficient and actual cost reductions for the benefit of Developer and any successors and assigns, as contemplated by California Government Code Section 65915. In light of the City's authority under Government Code Section 53395.3 and in consideration of the direct financial contribution and other forms of public assistance described above, the Parties understand and agree that the Costa-Hawkins Act does not and shall not apply to the Affordable Housing Units as defined in the Disposition and Development Agreement developed at the Property."

The Parties understand and agree that the City would not be willing to enter into this Agreement, without the agreement and waivers as set forth in this Section 6.3.

ARTICLE 7. **ADDITIONAL DEVELOPER OBLIGATIONS**

Section 7.1 Use and Occupancy. Each Developer Affiliate shall use, operate, and maintain, the portion of the Property transferred to such Developer Affiliate and the portion of the Project located on the Transfer Property in accordance with all requirements and standards of this Agreement, the approved Development Plan, the Planning Documents, the TDM Plan and the TDM Compliance Strategy and the Main Street Neighborhood Plan, the Supplemental Approvals, and City Regulatory Agreement, and all applicable federal, state and local laws and regulations.

Section 7.2 Project CC&R's. Prior to the Phase 1 Closing, the Developer shall obtain the City's approval of the Project CC&R's which (a) require each owner of any portion of the Property to maintain its applicable private improvements adjacent to and visible from the public right of way (building facades, signs, sound walls, fences, parking lots drive aisles and open space areas) as well as all common facilities including but not limited to streets and utilities not accepted for maintenance by the City in a first-class condition consistent with other mixed-use residential and commercial centers in the Oakland metropolitan area; (b) require that each owner

of any portion of the Property comply with the TDM Compliance Strategy; and (c) provide the City with the right to (i) enforce such provisions pursuant to the CC&R's and (ii) after applicable notice and right to cure, the right to perform such maintenance and receive a reimbursement of third party expenses. Such maintenance shall include, but not be limited to cleaning, painting, removal of graffiti, repair of vandalism, grounds care, prevention of the accumulation of abandoned property, inoperable vehicles, and waste material, and prevention of unenclosed storage areas.

Section 7.3 Prevailing Wages and Related Requirements. This Agreement has been prepared with the intention that the construction of the Project shall be subject to the requirement of payment of prevailing wages or related obligations set forth in Labor Code Section 1720 et seq., and Section 2-67 of the Alameda Municipal Code.

(a) Notwithstanding the foregoing, nothing in this Agreement constitutes a representation or warranty by the City regarding the applicability of the provision of Labor Code Section 1720 et seq., and/or Section 2-67 of the Alameda Municipal Code and the Developer Affiliates shall comply with any applicable laws, rules and regulations related to construction wages and other construction matters, if and to the extent applicable to any portion of the development of the Project.

(b) Each Developer Affiliate, with respect to its Phase only, shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the Indemnified Parties against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer, the Developer Affiliate and the Contractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and 1777.5 et seq., to meet the conditions of Section 1771.4 of the Labor Code, and the implementing regulations of the DIR in connection with the construction of the Project and to comply with any other requirements related to public contracting. The Developer Affiliate's obligation to indemnify, defend and hold harmless under this Section 8.3(b) shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

Section 7.4 Expansion, Reconstruction or Demolition. No Developer Affiliates shall cause or permit any expansion, reconstruction, or demolition of its Phase of the Project without the prior written approval of the City in accordance with all applicable ordinances, rules and regulations.

Section 7.5 Damage or Destruction. The Developer Affiliates shall promptly notify the City of any Casualty with respect to its Phase occurring during the Term, and shall diligently seek to procure all insurance proceeds that may be available to compensate for such Casualty. Subject to the rights of Senior Permitted Mortgagees (as defined below), to the extent economically feasible as a result of the availability of insurance proceeds plus the applicable Developer Affiliate's deductible or self-insured retention (together with any additional funds the Developer Affiliate elects to provide for such purpose), the applicable Developer Affiliate shall promptly commence and diligently pursue restoration or replacement of the portion of the

Property and/or the Project that was damaged by such Casualty during the Term. Subject to the rights of Senior Permitted Mortgagees (as defined below) to the extent economically feasible as a result of the availability of insurance proceeds plus the Developer Affiliate's deductible or self-insured retention (together with any additional funds the Developer Affiliate elects to provide for such purpose), the restored or replaced property shall be at least equal in value, quality and use to the value, quality, and use of such damaged property immediately before the Casualty.

Section 7.6 Mitigation Monitoring and Reporting Program. Each Developer Affiliate shall comply with the MMR Program adopted by the City, attached hereto as Exhibit E, as that the MMR Program may be amended from time to time, and expressly incorporated with this Agreement by this reference.

Section 7.7 Developer Affiliate's Obligations Regarding Hazardous Materials. Each Developer Affiliate shall comply with its obligations regarding the management and disposal of Hazardous Materials as set forth in more detail in Article 11 of this Agreement.

Section 7.8 Developer Affiliate's Indemnification Obligations. Each Developer Affiliate shall comply with its indemnity obligations as set forth in more detail in Article 12 of this Agreement.

Section 7.9 Developer's Insurance Obligations. The Developer and each Developer Affiliate shall comply with its insurance obligations as set forth in more detail in Article 13 of this Agreement.

Section 7.10 Taxes. From and after each Phase Closing, the Developer Affiliate shall pay when due all real property taxes and assessments assessed and levied on the portions of the Property conveyed to the Developer Affiliate and the Project that are attributable to the period following the Closing and shall remove any levy or attachment made on such portion of the Property. Nothing contained herein shall prevent the Developer Affiliate from applying for and obtaining any property tax exemption available for the Affordable Housing Units.

Section 7.11 Non-Discrimination. Each Developer, as to itself only, covenants that such Developer shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property and the Project, nor shall such Developer or any person claiming under or through such Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, vendees or employees in the Property and the Project. The foregoing covenant shall run with the land and shall remain in effect in perpetuity.

Section 7.12 Applicability. Each Developer or Developer Affiliate, as applicable, shall comply with the provisions of this Article 7 for the applicable time period specified in the various Sections of this Article 7; or if no specified time period is set forth in a particular section, throughout the Term of this Agreement.

Section 7.13 TDM Compliance Strategy. Each Developer Affiliate, its assignees and successor shall at all times comply with the TDM Compliance Strategy approved by the City,

attached hereto as Exhibit J, as the TDM Compliance Strategy may be amended from time to time in compliance with the Alameda Point TDM Plan, including meeting the trip reduction goals in the TDM Plan. The Developer Affiliate's obligation to comply with the TDM Compliance Strategy shall include, but not be limited to, participating in the Transportation Management Association. The Developer agrees to cooperate with the City in forming and shall vote in favor of, a special tax district or financing district for any portion of the Property transferred to such Developer established for the purposes of complying with the TDM Plan and as part of the TDM Compliance Strategy as long as the annual tax lien for any such special tax district or financing district does not exceed at the time of formation twenty cents (\$.20) per square foot of commercial space annually and ninety dollars (\$90) per residential units annually. The Developer shall assure that if any portion of this Agreement is assigned to a Developer Affiliate and any portion of the Property is conveyed to a Developer Affiliate, the assignment documents will require that the Developer Affiliate vote in favor of the special tax district or financing district.

Section 7.14 Release of Existing Leases and Relocation of Residents. Each of the Collaborating Partners shall be obligated to release its Existing Lease and relocate any residents residing on the premises covered by such Existing Lease within the time frame set forth in the Milestone Schedule of Performance. Within the time set forth in the Milestone Schedule each of the Collaborating Partners shall provide the City with evidence that the County of Alameda has consented to the release of the Existing Leases. Following approval by the City of the Phasing Plan, and within the time set forth in the Milestone Schedule, each Collaborating Partner shall execute and deposit with Escrow a Release Agreement substantially in the form of Exhibit Q attached hereto, Encumbrance Releases in a form acceptable to the City from all holders of encumbrances on the property subject to the Existing Lease and escrow instructions signed by the City and the Collaborating Partner setting forth the instructions to Escrow Holder for recordation of the Release Agreement and the Encumbrance Releases, which date shall be consistent with the Milestone Schedule of Performance and the Phasing Plan.

Each of the Collaborating Partners shall submit or cause the Developer Affiliate in which the Collaborating Partner is a member to submit to the City a plan for relocation of the occupants of the property subject to that Collaborating Partner's Existing Lease that includes (i) proposed timing for the relocation of the occupants of the property; (ii) proposed temporary replacement housing for the occupants of the property; (iii) a budget for the costs of the temporary relocation as well as proposed financing for the temporary relocation; and (iv) a community outreach plan for the affected tenants. The City shall approve or disapprove the plan for relocation within thirty (30) days of receipt of the plan. In the event the City disapproves the relocation plan, the disapproval shall include specific reasons for the disapproval. If the City disapproves the relocation plan, the Collaborating Partner or Developer Affiliate, as applicable, shall submit a revised plan for relocation within thirty (30) days of receipt of the City's disapproval addressing the City's reasons for disapproval. The City shall have fifteen (15) days to review, approve or disapprove the plan for relocation. The approval by the City of a plan for relocation of the occupants of the property covered by the Existing Lease of a Collaborating Partner is a condition precedent to the conveyance of any portion of the Property to a Developer Affiliate in which the Collaborating Partner is a member or partner.

The City agrees to cooperate with the Collaborating Partner holding each Existing Lease to seek temporary relocation housing for any occupants of the Existing Structures that are required to be relocated, but each Collaborating Partner shall be solely responsible for the relocation of any occupants of the Existing Structures including the payment of any relocation benefits, at its sole costs and the City shall have no responsibility for the payment of any relocation benefits or the provision of relocation housing to the occupants of the Existing Structures. A Collaborating Partner may assign its obligations related to relocation of the occupants of the Existing Structures to a Developer Affiliate in accordance with the provisions of this Agreement related to assignments. Should the Collaborating Partner holding an Existing Lease need to relocate its occupants temporarily prior to the completion of the applicable Phase that will provide permanent relocation, the Collaborating Partner shall release its Existing Lease and the City and the Collaborating Partner or Developer Affiliate, as applicable, shall enter into a lease or license agreement for the temporary relocation site that terminates sixty (60) days after the certificate of occupancy is issued for the Applicable Developer Affiliate's Project. Each of the Collaborating Partners hereby agrees to indemnify, defend and hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successor and assigns against all third party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of such Collaborating Partner's performance or non-performance under this Agreement, including but not limited to, any relocation obligations to the tenants or occupants of the Existing Structures. This defense, hold harmless and indemnity obligation shall not extend to any claim arising solely from the City's gross negligence or willful misconduct. Each Collaborating Partner's obligation to indemnify, defend and hold harmless under this Section shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action. Failure of any Collaborating Partner to comply with this Section 7.14 shall be a Developer Event of Default and afford the City any and all remedies available to it pursuant to Article 14.

Section 7.15 Removal of Existing Leases for Buildings 92, 101, 613 and 607:
Alameda Point Collaborative currently holds the Existing Leases on Buildings 92, 101, 613 and 607 which are used for commercial purposes. Alameda Point Collaborative shall be obligated to release its Existing Lease of Building 92 and Building 101 within ____ days of City's written request and deliver the Buildings to the City free of all tenancies, provided, however, if the City requests the release of the Existing Leases for Buildings 92 or 101 before the expiration of any subleases that Alameda Point Collaborative has entered into, the City and Alameda Point Collaborative shall work cooperatively to find alternative locations for the subtenants or make other arrangements for the subtenants. Alameda Point Collaborative shall release the Existing Leases for Buildings 613 and 607 to coincide with the release of Alameda Point Collaborative's Existing Leases on its residential property. Notwithstanding anything set forth above, the City shall not be responsible for any relocation benefits to which any subtenants of the commercial buildings may have under State or federal law and Alameda Point Collaborative shall indemnify, defend and hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successor and assigns against all third party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Alameda Point Collaborative's performance or non-performance under this Agreement, including but not limited to, any relocation obligations to the tenants or occupants of the commercial buildings. This defense, hold harmless and indemnity obligation shall not extend to any claim arising solely from the City's gross negligence or willful misconduct.

ARTICLE 8.
CITY OBLIGATIONS

Section 8.1 Entitlements. The City shall, upon payment of all applicable fees by the Developer or a Developer Affiliate required by the Development Agreement, process the applications for the Supplemental Approvals for the Project in a timely fashion, and shall cooperate with the Developer or the Developer Affiliate in obtaining any approvals necessary from other governmental entities or public utilities provided, however, the City shall not be required to incur any additional costs other than those cost associated with processing of applications and permits within the City's standard processing procedures unless Developer or the applicable Developer Affiliate agrees to reimburse the City of any costs associated with expedited processing.

Section 8.2 Permits and Approvals.

(a) City Assistance. The City shall provide reasonable cooperation to the MidPen in processing MidPen's applications for City permits and approvals, and all other permits, approvals, and "will serve" letters necessary for construction of the Project.

(b) City Retains Discretion. The Developer acknowledges and agrees that execution of this Agreement by the City, and the City's approvals obtained pursuant to this Agreement are with regard to this Agreement only and do not constitute approval by the City in its typical regulatory or administrative capacity of any required permits, applications, allocations or maps, are not a substitute for the City's typical application, allocation, mapping, permitting, or approval process, and in no way limits the discretion of the City in the permit, applications, allocation, mapping or approval process. In addition to complying with the terms and conditions of this Agreement, Developer must comply with the City's and other government entities' regulatory and administrative processes.

Section 8.3 Backbone Infrastructure. As a condition precedent to the conveyance of any Phase of the Property, the City shall use commercially reasonable efforts to cause to be completed the Backbone Infrastructure in accordance with the MIP and the Main Street Neighborhood Plan. The City intends to release a Request for Qualifications for developers of the adjacent portions of the Main Street Neighborhood Plan which will include requirements to construct the Backbone Infrastructure. The City shall use all commercially reasonable efforts to release the Request for Proposals, select a developer or developers, negotiate a disposition and development agreement with the selected developer or developers and require the completion of the Backbone Infrastructure within the times set forth in the Milestone Schedule. The Developer agrees to cooperate with the City's efforts to obtain completion of the Backbone Infrastructure including potentially releasing its interest in certain of the Existing Leases prior to conveyance of a Phase of the Property in order to accommodate the development of the Backbone Infrastructure. The City shall perform its usual inspections prior to acceptance of the Backbone Infrastructure.

Section 8.4 Estoppel Certificate of Completion. Within ninety (90) days after receipt by the Developer Affiliate from the City of certificates of occupancy evidencing that: (a) building occupancy has been granted for all Residential Units for a Phase and/or (b) final

building shell approval has been granted for all portions of a building containing any portion of the Commercial Space, the City shall issue a certificate of completion for such building or improvements with respect to the Developer Affiliate's construction obligations pursuant to Article 5 of this Agreement with respect that particular Phase (an "**Estoppel Certificate of Completion**") in a form recordable in the Official Records of the County.

(a) Except as set forth in the following paragraph, an Estoppel Certificate of Completion shall constitute a conclusive determination that the covenants in this Agreement with respect to the obligations of Developer Affiliate to construct the applicable Phase have been met with regards to the Phase of the Project for which such estoppel certificate is being issued. Such certification shall not be deemed a notice of completion under the California Civil Code, nor shall it constitute evidence of compliance with or satisfaction of any obligation of the Developer Affiliate to any holder of deed of trust securing money loaned to finance the Project or any portion thereof.

(b) An Estoppel Certificate of Completion shall not constitute a conclusive determination of the satisfaction of the requirements of Section 7.3 with respect to payment of prevailing wages (if applicable) and related matters (since such determination is within the jurisdiction of the DIR and the California judicial system and not the City), and the applicable obligations of the Developer or Developer Affiliate to indemnify, defend and hold harmless set forth in this Agreement shall expressly survive issuance of an Estoppel Certificate of Completion.

Section 8.5 City Representations. The City acknowledges that the execution of this Agreement by the Developer is made in material reliance by the Developer on each and every one of the representations and warranties made by the City in this Section 8.5.

(a) Authority. The City has all requisite right, power and authority to enter into this Agreement and the documents and transactions contemplated herein and to carry out the obligations of this Agreement and the documents and transactions contemplated herein. The City has taken all necessary or appropriate actions, steps and company and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement. This Agreement is a legal, valid and binding obligation of the City, enforceable against it in accordance with its terms. The representations and warranties of the City in the preceding sentence of this Section 8.5 are subject to and qualified by the effect of: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (b) the fact that equitable remedies, including rights of specific performance and injunction, may only be granted in the discretion of a court.

(b) No Actions. As of the Effective Date only, there is no pending or threatened suit, action, arbitration, or other legal, administrative, or governmental proceeding or investigation that affects the Property or that adversely affects the City's ability to perform its obligations under this Agreement.

(c) Commitments to Third Parties. Except as (i) disclosed in the Preliminary Title Report and (ii) set forth in EDC Agreement and the Renewed Hope Settlement Agreement, the City has not made any commitment, agreement or representation to any government

authority, or any adjoining or surrounding property owner or any other third party, that would in any way be binding on the Developer or would interfere with the Developer's ability to develop and improve the Property into the Project.

(d) Hazardous Materials. To the best of the City's knowledge and except as disclosed herein, the City has received no written notice from any government authority regarding any, and, to the best of the City's knowledge, there are no, violations with respect to any law, statute, ordinance, rule, regulation, or administrative or judicial order or holding (each, a "**Law**"), whether or not appearing in any public records, with respect to the Property, which violations remain uncured as of the date hereof or on the Closing Date, or releases of Hazardous Materials that have occurred during the City's possession of the Property, excluding Incidental Migration. The City has not assumed by contract or law any liability, including any obligation for corrective action or to conduct remedial actions, of any other Person relating to Hazardous Materials. .

ARTICLE 9. **ASSIGNMENT AND TRANSFERS**

Section 9.1 Definition of Transfer. As used in this Article 9, the term "**Transfer**" means:

(a) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of this Agreement or of the Property and/or the Project or any part thereof or any interest therein (including, without limitation, any Phase) or of the improvements constructed thereon, or any contract or agreement to do any of the same which is not subject to an Estoppel Certificate of Compliance; or

(b) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to any Controlling Interest (defined below) in MidPen, any of the Collaborating Partners or any Developer Affiliate, or any contract or agreement to do any of the same. As used herein, the term "**Controlling Interest**" means (1) the ownership (direct or indirect) by one Person of more than twenty (20%) of the profits, capital, or equity interest of another Person; or (2) the power to direct the affairs or management of another person, whether by contract, other governing documents or operation of Law or otherwise, and Controlled and Controlling have correlative meanings. Common Control means that two persons are both Controlled by the same other person.

Section 9.2 Purpose of Restrictions on Transfer. This Agreement is entered into solely for the purpose of development and operation of the Project on the Property and subsequent use in accordance with the terms of this Agreement. The qualifications and identity of the Collaborating Partners and MidPen are of particular concern to the City, in view of:

(a) The importance of the redevelopment, use, operation and maintenance of the Project to the general welfare of the community.

(b) The fact that a change in ownership or control of the owner of the Property, or any other act resulting in a change in ownership of the parties in control of any of

the Collaborating Partners or MidPen, is for practical purposes a transfer or disposition of the Property and the Project.

(c) Restrictions on transfer are necessary in order to assure the achievement of the goals, objectives and public benefits of this Agreement. Developer agrees to and accepts the restrictions set forth in this Article 9 as reasonable and as a material inducement to City to enter into this Agreement. It is because of the qualifications and identity of the Developer that the City is entering into this Agreement with the Developer and that Transfers are permitted only as provided in this Agreement.

Section 9.3 Prohibited Transfers. The limitations on Transfers set forth in this Article 9 shall apply with respect to any portion of the Property until issuance by the City of an Estoppel Certificate of Completion for such portion of the Property. Except as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior approval of the City pursuant to Section 9.5. Any Transfer made in contravention of this Section 9.3 shall be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer.

Section 9.4 Permitted Transfers. Notwithstanding the provisions of Section 9.3, the following Transfers shall be permitted (subject to satisfaction of all applicable conditions to such Transfer):

(a) Any Transfer creating a Security Financing Interest consistent with the Financing Plan, or Phase Update , as applicable, approved by the City pursuant to Section 3.2 (as demonstrated to the City's reasonable satisfaction), or otherwise consistent with the provisions of Section 10.1 and 10.2.

(b) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest and if the Permitted Mortgagee is the immediate Transferee pursuant to such foreclosure or deed in lieu, the Permitted Mortgagee's initial Transfer of any portion of the Property to a subsequent Transferee.

(c) Any Transfer consisting of the rental or subletting of a Residential Unit in the normal course of the Developer Affiliate's business operations.

(d) Any Transfer due solely to the death or incapacity of an individual.

(e) Any Transfer to a Developer Affiliate, provided however, any subsequent Transfer by the Developer Affiliate to any other entity other than another Developer Affiliate shall be subject to the restrictions on Transfer set forth in this Article 9.

(f) After Closing, the transfer by the limited partner of a Developer Affiliate of the limited partner's partnership interest to an affiliate of the limited partner provided that either the initial limited partner remains obligated to fund its equity contribution pursuant to the terms of the partnership agreement, or the affiliate assumes the obligations to fund the equity contribution, in accordance with the terms of the partnership agreement (if at the time of the

proposed Transfer no equity contribution remains unpaid, then consent shall not be required for the Transfer of the limited partnership interest);

(g) The removal of a general partner of a Developer Affiliate pursuant to the partnership agreement of the Developer Affiliate and the replacement of such general partner with an affiliate of the limited partner, provided that the admission of a non-affiliate of limited partner shall require the reasonable consent of the City;

(h) Any Transfer of a utility, public right of way, maintenance or access easement reasonably necessary for the development of the Project (each a "**Development Easement**").

Section 9.5 Other Transfers In City's Sole Discretion. Any Transfer not permitted pursuant to an express provision of Section 9.4 shall be subject to prior written consent by the City in accordance with this Section 9.5, which the City may grant or deny in its sole discretion. In connection with such a proposed Transfer, MidPen, the applicable Collaborating Partner or the applicable Developer Affiliate shall first submit to the City information regarding such proposed Transfer, including the proposed documents to effectuate the Transfer, a description of the type of the Transfer, and such other information as would assist the City in considering the proposed Transfer, including where applicable, the proposed transferee's financial strength and the proposed transferee's experience, capacity and expertise with respect to the development, operation and management of affordable housing developments similar to the Project (or applicable portion thereof). The City shall approve or disapprove the proposed Transfer, in its sole discretion, within ninety (90) days of the receipt from MidPen, the applicable Collaborating Partner or the applicable Developer Affiliate all of the information specified above including backup documentation and supplemental information reasonably requested by the City. The City shall specify in writing the basis for any disapproval. If the City should fail to act within such ninety (90) day period the Party requesting the Transfer shall provide the City with written notice of such failure to act which notice shall state in 14-point bold type on the cover page of the notice and on the envelope containing the notice the following:

FAILURE TO RESPOND TO THIS NOTICE WITHIN TEN (10) BUSINESS DAYS OF THE DATE OF THE NOTICE WILL RESULT IN THE CITY WAIVING ITS RIGHTS TO OBJECT TO THE TRANSFER PROPOSED IN THIS NOTICE.

If the City fails to respond to the Party requesting the Transfer's notice containing the above language within ten (10) business days of the date of the notice and such notice is delivered to the address and in the manner set forth in Section 15.1 below, the proposed Transfer shall be deemed approved.

Section 9.6 Effectuation of Permitted or Otherwise Approved Transfers. Not less than thirty (30) days prior to the intended effectiveness of a Transfer described in this Article 9 (other than permitted transfers under Section 9.4), the Party requesting the Transfer shall deliver to the City a notice of the date of effectiveness of the intended Transfer, a description of the intended Transfer, and such information about the intended Transfer and the transferee as is necessary to

enable the City to determine that the intended Transfer meets the standards for a Transfer under this Article 9.

(a) Within five (5) Business Days after the completion of any Transfer permitted pursuant to this Article 9, the Party requesting the Transfer shall provide the City with notice of such Transfer.

(b) No Transfer shall be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an agreement reasonably satisfactory to the City Attorney and in form recordable among the land records of the County, expressly agrees to perform and observe, from and after the date of the Transfer, the obligations, terms and conditions of the Developer under this Agreement and any ancillary agreements entered into by the Developer pursuant to this Agreement with respect to the portion(s) of the Property and the Project being transferred; provided, however, that no such transferee shall be liable for the failure of its predecessor to perform any such obligation prior to transfer. Anything to the contrary notwithstanding, the holder of a Security Financing Interest whose interest in the Property is acquired by, through or under a Security Financing Interest or is derived immediately from any holder thereof shall not be required to give to the City such written agreement until such holder or other person is in possession of the Property, or applicable portion thereof, or entitled to possession thereof pursuant to enforcement of the Security Financing Interest.

(c) With the regard to all permitted or otherwise approved Transfers in accordance with this Article 9, the City shall provide, within fifteen (15) days of request, a written estoppel to the Developer stating either that Developer has performed any and all obligations required through the date of such Transfer, or, if such is not the case, stating with specificity the obligation(s) which the Developer has failed to perform through the date of such Transfer. In the absence of specific written agreement by the City (which the City may grant or withhold in its sole discretion), no Transfer permitted by this Agreement or approved by the City shall be deemed to relieve the transferor from any obligations under this Agreement. Notwithstanding the foregoing to the contrary, no transferee permitted pursuant to Section 9.4 or approved pursuant to Section 9.5 shall be liable for any Developer Event of Default caused by Developer or any other transferee under this Agreement.

ARTICLE 10. **SECURITY FINANCING AND RIGHTS OF HOLDERS**

Section 10.1 Security Financing Interests; Permitted and Prohibited Encumbrances.

(a) Mortgages, deeds of trust, and other real property security instruments are permitted to be placed upon the Property only as authorized by this Section 10.1. Any security instrument and related interest approved pursuant to Section 10.1(c) is referred to as a "**Security Financing Interest.**" Until the applicable Developer Affiliate is entitled to issuance of an Estoppel Certificate of Completion for a particular portion of the Property, the Developer Affiliate may place mortgages, deeds of trust, or other reasonable methods of security on such portion of the Property only for the purpose of securing any approved Security Financing Interest

financing the construction of the Vertical Improvements on the applicable portion of the Property.

(b) Following the time the applicable Developer Affiliate is entitled to issuance of an Estoppel Certificate of Completion for a particular portion of the Property, the Developer Affiliate may place any mortgages, deeds of trust, and other real property security interest it desires on that portion of the Property subject to the City Regulatory Agreement.

(c) Any mortgage, deed of trust or other real property security interest securing a loan set forth in any approved Project Financing Plan or Phase Update (or any approved amendment to such plan or update) shall be deemed an approved Security Financing Interest pursuant to this Article 10. The holder of a Security Financing Interest is referred to herein as a "**Permitted Mortgagee.**"

Section 10.2 Permitted Mortgagee Not Obligated to Construct. No Permitted Mortgagee is obligated by, or to perform, any of the Developer Affiliate's obligations under this Agreement, including, without limitation, to construct or complete any improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in conveyances from the City to the Developer Affiliate evidencing the realty comprising the Property or any part thereof be construed so to obligate such Permitted Mortgagee. However, nothing in this Agreement shall be deemed to permit or authorize any Permitted Mortgagee to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

Section 10.3 Notice of Default and Right to Cure. Whenever the City, pursuant to its rights set forth in Article 14, delivers any notice or demand to the Developer Affiliate with respect to the commencement, completion, or cessation of the construction of the Project, the City shall at the same time deliver to each Permitted Mortgagee a copy of such notice or demand. Each such Permitted Mortgagee shall (insofar as the rights of the City are concerned) have the right, but not the obligation, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default or breach affecting the applicable portion of the Project and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize any Permitted Mortgagee to undertake or continue the construction or completion of the applicable portion of the Project (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing the Developer's obligations to the City relating to the applicable portion of the Project under this Agreement. The Permitted Mortgagee in that event must agree to complete the applicable portion of the Project, in the manner provided in this Agreement. Any Permitted Mortgagee properly completing the applicable portion of the Project pursuant to this Section 10.3 shall assume all applicable rights and obligations of Developer Affiliate under this Agreement and shall be entitled, upon written request made to the City, to an Estoppel Certificate of Completion for the Project or the applicable Phase or Sub-Phase from the City.

Section 10.4 Failure of a Permitted Mortgagee to Complete the Project. In any case where six (6) months after default by the Developer Affiliate in completion of construction of the Project under this Agreement, the applicable Permitted Mortgagee, having first exercised its

option to construct, has not proceeded diligently with construction, the City shall be afforded those rights against such Permitted Mortgagee it would otherwise have against the Developer Affiliate under this Agreement.

Section 10.5 Right of City to Cure. In the event of a default or breach by the Developer Affiliate of a Security Financing Interest prior to the completion of the Project, and if the Permitted Mortgagee has not exercised its option to complete the Project or applicable Phase, upon five (5) Business Days' prior written notice to the Developer Affiliate and the Permitted Mortgagee, the City may, in its sole discretion (but with no obligation to do so) cure the default, prior to the completion of any foreclosure. In such event the City shall be entitled to reimbursement from the Developer Affiliate of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project thereof to the extent of such costs and disbursements. The City agrees that such lien shall be subordinate to any Security Financing Interest, and the City shall execute from time to time any and all documentation reasonably requested by the holder to effect such subordination.

Section 10.6 Right of City to Satisfy Other Liens. After the Developer Affiliate has had a reasonable time (but not less than twenty (20) days) to challenge, cure, or satisfy any liens or encumbrances on any portion of the Property conveyed to the Developer Affiliate thereof, and has failed to do so, in whole or in part, the City may in its sole discretion (but with no obligation to do so), upon five (5) Business Days' prior written notice to the Developer Affiliate, satisfy any such lien or encumbrances. Nothing in this Agreement shall require the Developer Affiliate to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer Affiliate in good faith shall contest the validity or amount therein and so long as such delay in payment shall not subject the Property or any portion thereof to forfeiture or sale.

Section 10.7 Permitted Mortgagee to be Notified. Each Developer Affiliate shall insert each term contained in this Article 10 into each Security Financing Interest or shall procure acknowledgement of such terms by each prospective Permitted Mortgagee of a Security Financing Interest prior to its coming into any security right or interest in the Property or portion thereof.

Section 10.8 Modifications. If any actual or potential Permitted Mortgagee should, as a condition of providing financing for development of all or a portion of the Project, request any modification of this Agreement in order to protect its interests in the Project or this Agreement, the City shall consider such request in good faith consistent with the purpose and intent of this Agreement and the rights and obligations of the Parties under this Agreement.

Section 10.9 Miscellaneous Provisions.

(a) Limitation on Liability. In the event that any Permitted Mortgagee assumes the obligations of a Developer Affiliate under this Agreement, such Permitted Mortgagee shall only be liable or bound by the Developer Affiliate's obligations hereunder for such period as the Permitted Mortgagee is in possession and/or control of the portion of the Property in which the Permitted Mortgagee has acquired its interest and, furthermore, notwithstanding anything to the contrary contained in this Agreement, shall only be liable to the

extent of its interest (whether fee or leasehold) in the portion of the Property and the improvements thereon.

(b) Termination. Notwithstanding any other provision of this Agreement to the contrary, if any Developer Event of Default shall occur which, pursuant to any provision of this Agreement, entitles the City to terminate this Agreement and/or to exercise its rights under Section 14.5 or 14.6, the City shall not be entitled to terminate this Agreement or to exercise its rights under Section 14.5 or 14.6 unless (i) the City has provided the Permitted Mortgagee with notice of default pursuant to Section 10.3 and (ii) within the applicable cure period set forth in Section 10.3, such Permitted Mortgagee shall fail to either:

(1) Cure (Monetary). Cure the Developer Event of Default if the same consists of the nonperformance by the Developer of any covenant or condition of this Agreement requiring the payment of money by Developer to the City; and

(2) Cure (Non-Monetary). If the Developer Event of Default is not of the type described in clause (1) above, either, in such Permitted Mortgagee's sole discretion, (x) cure such Developer Event of Default, if the same is capable of being cured within the applicable cure period, or (y) commence, or cause any trustee under the Permitted Mortgage to commence, and thereafter diligently pursue to completion, steps and proceedings to foreclose on the applicable portion of the Property pursuant to judicial foreclosure, non-judicial foreclosure or deed-in-lieu process ("**Foreclosure**"); provided that except as extended by clause (3) below, such Foreclosure shall be completed within a maximum of eighteen (18) months following the commencement of such proceeding. Any Developer Event of Default which does not involve a covenant or condition of this Agreement requiring the payment of money by the Developer to the City shall be deemed cured if any Permitted Mortgagee shall diligently pursue to completion Foreclosure and shall, upon acquiring title to all or any portion of the Property, thereafter undertake its obligations (if any) with respect such portion of the Property pursuant to Section 10.3.

(3) Inability to Foreclose. If a Permitted Mortgagee is prohibited from commencing or prosecuting a Foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer (other than any such process, injunction or court action occurring in response to any negligence or misfeasance of Permitted Mortgagee), the times specified in Section 10.9(b)(2) above, for commencing or prosecuting a Foreclosure or other proceedings shall be extended for the period of the prohibition; provided that the Permitted Mortgagee shall have fully cured any Developer Event of Default required by Section 10.9(b)(1) above and shall continue to perform and/or cure all such obligations as and when the same fall due.

(c) Failure of Permitted Mortgagee to Complete Improvements. Upon the date upon which all cure periods of the Developer have expired following a Developer Event of Default related to the Completion of construction of any improvements on the Property under this Agreement, and the notice required by Section 10.3 to a Permitted Mortgagee was properly given, and such Permitted Mortgagee has not cured or commenced to cure as required by Section 10.9(b), the City may, at its option, upon thirty (30) calendar days' written notice to the Developer and such Permitted Mortgagee either: (a) purchase the Permitted Mortgage by

payment to the Permitted Mortgagee of all amounts thereunder, including all unpaid principal, interest, late fees and all other advances and amounts secured by the Permitted Mortgage; or (b) exercise its rights under Section 14.5 or 14.6 with respect to the applicable portions of the Property.

(d) Amendment; Termination. No amendment or modification to this Agreement may impair or materially alter a Permitted Mortgagee's rights hereunder, or increase a Permitted Mortgagee's obligations hereunder (whether ongoing or contingent obligations) without the consent of such Permitted Mortgagee, provided that such Permitted Mortgagee has agreed that its consent will not be unreasonably withheld. The Developer shall not terminate this Agreement as to any portion of the Property which is subject to any Security Financing Interest without first obtaining the prior written consent of all Permitted Mortgagees whose Permitted Mortgage encumber that portion of the Property.

(e) Condemnation or Insurance Proceeds. Except as otherwise expressly set forth in this Agreement, the rights of any Permitted Mortgagee, pursuant to its Security Financing Interest, to receive condemnation or insurance proceeds which are otherwise payable to such Permitted Mortgagee or to a Party which is its mortgagor shall not be impaired.

(f) Loss Payable Endorsement to Insurance Policy. The City agrees that the name of the senior-most Permitted Mortgagee may be added as the primary loss payee to the "loss payable endorsement" attached to any and all insurance policies required to be carried by Developer under this Agreement.

(g) Constructive Notice and Acceptance. Until such time as an Estoppel Certificate of Compliance is recorded with respect to any portion of the Property, all of the provisions contained in this Agreement shall be binding upon and benefit any Person who acquires fee title to or a leasehold interest in such portion of the Property.

(h) Bankruptcy Affecting the Developer. The Developer and City hereby agree that this Agreement (including the rights under Section 14.5 and 14.6 contained herein), and each Quitclaim Deed shall contain and consist of covenants running with the land and that neither this Agreement, nor any Quitclaim Deed shall be subject to rejection in bankruptcy and Developer hereby waives its rights to reject this Agreement and/or any Quitclaim Deed in bankruptcy. If, notwithstanding the foregoing, the Developer, as debtor in possession, or a trustee in bankruptcy for the Developer seeks to and does reject this Agreement, or any Quitclaim Deed in connection with any proceeding involving the Developer under the United States Bankruptcy Code or any similar state or federal statute for the relief of debtors (a "**Bankruptcy Proceeding**"), then without waiver of any right of the City to challenge such rejection, the Developer and the City hereby agree for the benefit of the City and each and every Permitted Mortgagee that such rejection shall, subject to such Permitted Mortgagee's acceptance, be deemed the Developer's assignment of the Agreement or Quitclaim Deed, as applicable, and the portions of the Property corresponding thereto to the Developer's Permitted Mortgagee(s) in the nature of an assignment in lieu of foreclosure. Upon such deemed assignment, this Agreement shall not terminate and each Permitted Mortgagee shall, become the Developer hereunder as if the Bankruptcy Proceeding had not occurred, unless such Permitted Mortgagee(s) shall reject such deemed assignment by written notice to the City within fifteen (15) calendar

days after receiving notice of the Developer's rejection of this Agreement in a Bankruptcy Proceeding.

(i) New Agreement and Ground Lease with Permitted Mortgagee.

(1) Request by Senior Permitted Mortgagee. In the event of termination of this Agreement for any reason (including by reason of any Developer Event of Default or by reason of the disaffirmance thereof by the Developer, as a debtor-in-possession, or by a receiver, liquidator or trustee for Developer or its property), the City, if requested by the then-most senior Permitted Mortgagee (or by the next most senior Permitted Mortgagee if Permitted Mortgagees with more senior priority do not so request) will enter into a new disposition and development agreement with the Permitted Mortgagee, provided that such party is the then-owner of the Property, upon the same terms, provisions, covenants and agreements set forth in this Agreement and commencing as of the date of termination of this Agreement (collectively, the "**New Agreement**"), subject to the following:

(A) Request for New Agreement. Such Permitted Mortgagee or requesting party shall have provided written notice to the City requesting the New Agreement within thirty (30) calendar days after the date of termination of this Agreement;

(B) Payment of Due and Unpaid Sums. Such Permitted Mortgagee or requesting party shall pay to the City at the time of the execution and delivery of the New Agreement those sums specified in Section 10.9(b) which would, at the time of the execution and delivery thereof be due and unpaid pursuant to this Agreement but for its termination, and in addition thereto any reasonable attorneys' fees and experts' fees and court costs and court expenses (including attorney's and expert's fees) to which the City shall have been subjected by reason of the Developer Event of Default; and

(C) Perform and Observe All Covenants. Such Permitted Mortgagee or requesting party shall, subject to the provisions of this Article, be subject to and shall perform and observe all covenants in this Agreement to be performed and observed by a Permitted Mortgagee, and failure to do so shall, after notice and opportunity to cure as provided by this Agreement, be a Developer Event of Default under this Agreement.

(2) Request by the City. In the event of termination of this Agreement for any reason (including by reason of any Developer Event of Default by Developer or by reason of the disaffirmance thereof by the Developer, as a debtor-in-possession, or by a receiver, liquidator or trustee for Developer or its property) the then-most senior Permitted Mortgagee, if requested by the City, and provided that such party is the then-owner of the Property, will enter into a new Agreement with the City upon the same terms, provisions, covenants and agreements set forth in this Agreement and commencing as of the date of termination of this Agreement ("**New Agreement**"), subject to the following:

(A) Response to Request for New Agreement. The City shall have provided written notice to such Permitted Mortgagee requesting the New Agreement within thirty (30) calendar days after the date of termination of this Agreement, with a copy to each other Permitted Mortgagee; and

(B) Perform and Observe All Covenants. The Permitted Mortgagee shall, subject to the provisions of Section 10.9(a) and (b), perform and observe all covenants in this Agreement to be performed and observed by a Permitted Mortgagee and failure to do so shall, after notice and opportunity to cure, be a Developer Event of Default under this Agreement.

(3) Priority of New Agreement. Any New Agreement shall be prior to any Security Financing Interest or other lien, charge, or encumbrance on the Property in favor of such Security Financing Interest and each Security Financing Interest shall execute such additional consents and/or subordination agreements as may reasonably requested by the City or the new Developer to evidence the priority of the New Agreement to all Security Financing Interests, whether recorded prior or subsequent to execution of the New Agreement.

ARTICLE 11. **HAZARDOUS MATERIALS**

Section 11.1 Obligations Regarding Hazardous Materials.

(a) Existing Property Environmental Conditions. Effective as of the applicable Phase Closing Date and (i) solely with respect to such Phase and (ii) with respect to Hazardous Materials that existed on the applicable Phase of the Property prior to the Phase Closing Date ("**Existing Phase Environmental Conditions**") affecting such Phase: as between the applicable Developer Affiliate and the City, the Developer Affiliate shall comply with any recorded covenants related to the Existing Phase Environmental Conditions, comply with the Site Management Plan and, as between the City and the Developer Affiliate, the Developer Affiliate shall be responsible for addressing any additional remediation required at a formerly closed site by any regulatory agency due to reevaluation in accordance with applicable law by any regulatory agency of the applied remediation strategy or any change in law or regulation related to the remediation standards, including any change in remediation standards or risk screening levels ("**Regulatory Reopener**"). If the Developer Affiliate effectuates a Transfer permitted pursuant to Article 9 in the manner required by Article 9, then the transferring Developer Affiliate shall have no further obligation pursuant to this Section 11.1 with respect to the portion of the Property Transferred.

(b) New Releases. Effective as of the applicable Phase Closing Date and (i) solely with respect to such Phase and (ii) with respect to releases of Hazardous Material at the Phase caused by the Developer Parties, which releases first occur after the applicable Phase Closing Date, excluding Incidental Migration of Hazardous Materials that existed as of the applicable Phase Closing Date ("**New Releases**"): as between the applicable Developer Affiliate and the City, the Developer Affiliate shall keep and maintain any portion of the Transfer Property conveyed to the Developer Affiliate in compliance with, and shall not cause or permit the Transfer Property to be in violation of, any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions in, on, under or emanating from the Transfer Property including, but not limited to, soil and ground water conditions. The Developer Affiliate shall not use, generate, manufacture, store or dispose of in, on, or under any portion of the Property conveyed, leased or licensed to the Developer Affiliate,

or transport to or from such Property or the development any Hazardous Materials, except such of the foregoing as may be customarily kept and used in and about the construction and operation of residential developments or in accordance with law or this Agreement. The Developer Affiliate shall be responsible for complying with the requirements of the Site Management Plan(s) related to the Property after conveyance of the Property or any portion thereof to the Developer Affiliate.

Section 11.2 Notification To City; City Participation. Each Developer Affiliate shall promptly notify and advise the City Attorney in writing if at any time it receives written notice of: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer Affiliate, the Transfer Property, or the Project pursuant to any Hazardous Materials Law; (2) all claims made or threatened by any third party against the Developer Affiliate, the Transfer Property, or the Project relating to damage, injunctive relief, declaratory relief, violations, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (1) and (2) above are referred to as "**Hazardous Materials Claims**"); and (3) the Developer Affiliate's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property or the Project that could cause part or all of the Property or the Project to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property or the Project under any Hazardous Materials Law. At its sole costs and expense, the City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims.

Section 11.3 Developer's Hazardous Materials Indemnification. The Developer shall indemnify, defend (with counsel chosen by the City and reasonably acceptable to the Developer), and hold harmless the Indemnified Parties as set forth in more detail in Section 12.2.

ARTICLE 12. **INDEMNIFICATION**

Section 12.1 General Indemnification. The Developer shall indemnify, defend (with counsel chosen by City and reasonably acceptable to the Developer), and hold harmless the Indemnified Parties against all third party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of the Developer's or the Contractors' performance or non-performance under this Agreement, including but not limited to, any relocation obligations to the tenants of the Existing Structures under State or federal law, or arising in connection with entry onto, ownership of, occupancy in, or construction on the Property by the Developer, the Contractors, any Licensee, or the tenants. This defense, hold harmless and indemnity obligation shall not extend to any claim arising solely from the applicable Indemnified Party's gross negligence or willful misconduct. If the Developer effectuates a Transfer permitted pursuant to Article 9 in the manner required by Article 9, then the transferring Developer shall have no obligation to indemnify claims arising out of actions or a failure to act that occurs after the effectiveness of the Transfer. The Developer's obligation to indemnify, defend and hold harmless under this Section 12.1 shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

Notwithstanding the foregoing to the contrary, provisions of this Section 12.1 shall not apply to matters arising out of or related to Hazardous Materials, which are addressed in Section 12.2 below.

Section 12.2 Hazardous Materials Indemnification. The Developer shall indemnify, defend (with counsel chosen by City and reasonably acceptable to the Developer), and hold harmless the Indemnified Parties from and against all third party suits, actions, claims, causes of action, costs, demands, judgments, liens, damage, cost, expense or liability the City may incur directly or indirectly arising out of or attributable to any New Release, including without limitation: (1) the costs of any required or necessary repair, cleanup or detoxification of the Property or the Project, and the preparation and implementation of any closure, remedial or other required plans and (2) all reasonable costs and expenses incurred by the City in connection with clause (1), including but not limited to reasonable attorneys' fees. The defense, hold harmless and indemnity obligations contained in this Section 12.2 shall not extend to any claim arising solely from the applicable Indemnified Party's gross negligence or willful misconduct. The Developer's obligation to indemnify, defend and hold harmless under this Section 12.2 shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action. If the Developer effectuates a Transfer permitted pursuant to Article 9 in the manner required by Article 9, then the transferring Developer shall have no obligation to indemnify claims arising out of actions or a failure to act that occurs after the effectiveness of the Transfer. If the Developer effectuates a partial Transfer permitted pursuant to Article 9 in the manner required by Article 9, the transferee shall have no obligation to indemnify claims arising out of actions or a failure to act that occurs as a result of the Developer's action with respect to any portion of the Property not transferred to the transferee.

Section 12.3 No Limitations Based Upon Insurance. The indemnification, defense and hold harmless obligations of the Developer under this Article 12 and elsewhere in this Agreement (sometimes collectively, the "**Indemnification Obligations**") shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which the Developer is required to carry under this Agreement. In claims against any of the Indemnified Parties by an employee of the Developer, or anyone directly or indirectly employed by the Developer or anyone for whose acts the Developer may be liable, the Indemnification Obligations shall not be limited by amounts or types of damages, compensation or benefits payable by or for the Developer or anyone directly or indirectly employed by the Developer or anyone for whose acts the Developer may be liable.

ARTICLE 13. **INSURANCE REQUIREMENTS**

Section 13.1 Required Insurance Coverage. Except as otherwise provided in Section 13.11, during the Term the Developer shall maintain or cause to be maintained and kept in force, at the sole cost and expense of the Developer or the Contractors the insurance applicable to the Project and required under this Article 13.

Section 13.2 Comprehensive General Liability Insurance. During the Term the Developer shall maintain or cause to be maintained and kept in force, comprehensive general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including premises operations, underground and collapse, completed operations, contractual liability, independent contractor's liability, broad form property damage and personal injury, and Five Million Dollars (\$5,000,000) general aggregate limit, which minimum amounts shall be increased by the CPI Increase every five (5) years on the anniversary of the Effective Date and covering, without limitation, all liability to third parties arising out of or related to the Developer's performance of its obligations under this Agreement or other activities of the Developer at or about the Property and the Project, including, without limitation, the Developer's obligations under Section 12.1. Such insurance in excess of One Million Dollars (\$1,000,000) may be covered by a so-called "umbrella" or "excess coverage" policy.

Section 13.3 Vehicle Liability Insurance. During the Term the Developer shall maintain or cause to be maintained and kept in force, vehicle liability insurance in an amount not less than One Million Dollars (\$1,000,000) (combined single limit) including any automobile or vehicle whether hired or, if applicable, owned by the Developer.

Section 13.4 Workers' Compensation Insurance. During the Term the Developer shall maintain or cause to be maintained and kept in force, workers' compensation insurance in an amount not less than the statutory limits in accordance with Article I of Chapter 4 of Part I of Division 4 of the California Labor Code.

Section 13.5 Property Insurance. After conveyance of any portion of the Property to the Developer Affiliate and continuing through the Term, the Developer Affiliate shall maintain or cause to be maintained and kept in force, property insurance covering all real and personal (non-expendable) property (except for personal property otherwise typically covered by insurance maintained by tenants) conveyed to Developer Affiliate and the Vertical Improvements, in form appropriate for the nature of such property, covering all risks of loss, including earthquake (only if required by the Developer Affiliate's lender and to the extent available at commercially reasonable cost), for 100% of the replacement value, with deductible, if any, reasonably acceptable to the City Risk Manager.

Section 13.6 Construction Contractor's Insurance. The Developer Affiliate shall cause the General Contractor to maintain insurance of the types and in at least the minimum amounts described in Sections 13.2 (exclusive of the cross-reference to Section 12.1), 13.3, and 13.4, and shall require that such insurance shall meet all of the general requirements of Sections 13.8 and 13.9. Except with respect to construction of tenant improvements, the Developer Affiliate shall also cause the General Contractor to obtain and maintain Contractor's Pollution Liability Insurance covering the General Contractor and all subcontractors in an amount of not less than Ten Million Dollars (\$10,000,000) with a maximum deductible of One Hundred Thousand Dollars (\$100,000) with coverage continuing for ten years after completion of construction.

Section 13.7 Pollution Liability Insurance Policy.

(a) Within the time set forth in the Milestone Schedule and as a condition precedent to any conveyance hereunder, the Developer shall procure to the reasonable satisfaction of Developer and the City, at its cost, a real estate environmental liability insurance policy (a "**Pollution Liability Insurance Policy**") covering pre-existing conditions with a ten (10) year term that names the Developer as the named insured with the right to control the policy, and the City as an additional insured. The Pollution Liability Insurance Policy shall meet the requirements of Section 13.9, shall include a Five Million (\$5,000,000) policy per claim and in the aggregate coverage limit and a maximum deductible of One Hundred Thousand Dollars (\$100,000) or other amount reasonably agreed by the City, and shall provide the following types of coverage:

- (1) Pollution Legal Liability;
- (2) On-Site and Off-Site Clean-Up Costs;
- (3) Non-Owned Disposal Site;
- (4) In-Bound and Out-Bound Contingent Transportation
- (5) Legal Defense Expense
- (6) Business Interruption for Developer, including to the extent reasonably available, soft-costs and construction delays

(b) The Developer shall confer with and consider in good faith the input of the City in connection with procurement of a Pollution Liability Insurance Policy. The Developer shall pay the premiums and any other costs of procuring the Pollution Liability Insurance Policy, and any required deductible amount to activate the insurance in the event of a claim.

(c) Nothing in this Agreement shall preclude or prevent the Developer from seeking and applying proceeds from claims made under the Pollution Liability Insurance Policy toward costs of remediation of Hazardous Materials provided, however, that the Developer shall be solely responsible for the payment of any deductible and other costs in connection with procuring such proceeds.

(d) Developer shall use commercially reasonable efforts to renew the Pollution Liability Insurance Policy for one additional ten (10) year term prior to expiration of the Pollution Liability Insurance Policy.

Section 13.8 General Insurance Requirements. With the exceptions of the Pollution Liability Insurance Policy, the insurance required by this Article 13 shall be provided under an occurrence form, and the Developer shall maintain (or cause to be maintained) such coverage continuously throughout the Term of this Agreement (except for the General Contractor's insurance requirement set forth in Section 13.6, which shall be maintained until the Developer Affiliate is entitled to issuance of an Estoppel Certificate of Completion for the applicable Phase and the Pollution Liability Insurance Policy, which shall be maintained as specified in Section 13.7). Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be two and one-half (2.5) the occurrence limits specified above.

Section 13.9 Additional Requirements. The insurance policies required pursuant to this Article 13 (other than Workers' Compensation insurance) shall be endorsed to name as additional insureds the City and its elected and appointed officials, board members, commissions, officers, employees, attorneys, agents, volunteers (the "**Additional Insureds**"). All insurance policies shall contain:

(a) an agreement by the insurer to give the City at least thirty (30) days' notice (ten (10) days' notice for non-payment of premium) prior to cancellation or any material change in said policies;

(b) except with respect to the Pollution Liability Insurance Policy, an agreement by the insurer that such policies are primary and non-contributing with any insurance that may be carried by the City. For the Pollution Liability Insurance Policy, the policy shall contain an agreement by the insurer that, upon acquisition of any portion of the Property by the Developer, with respect to the portion of the Property so acquired, whether by lease or quitclaim deed, the Pollution Liability Insurance Policy is primary and non-contributing with any insurance that may be carried by the City for environmental conditions at, on or under acquired Property;

(c) a provision that no act or omission of the Developer shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained by the Additional Insureds up to applicable policy limits; and

(d) a waiver by the insurer of all rights of subrogation against the Additional Insureds in connection with any claim, loss or damage thereby insured against.

(e) all insurance companies providing coverage pursuant to this Article 13, shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A. M. Best's rating of not less than "A:VII".

Section 13.10 Certificates of Insurance. Upon the City Risk Manager's request at any time during the Term of this Agreement, the Developer shall provide certificates of insurance, in form and with insurers reasonable acceptable to the City Risk Manager, and/or insurance policies including all endorsements, evidencing compliance with the requirements of this section, and shall provide complete copies of such insurance policies, including a separate endorsement naming the Additional Insureds as additional insureds.

Section 13.11 Alternative Insurance Compliance. During such time that a Permitted Mortgagee imposes insurance requirements that are inconsistent with the requirements set forth in Article 13, the Developer may satisfy the insurance requirements of this Article 13, other than the Pollution Liability Insurance Policy by meeting the requirements of such Permitted Mortgagee; provided that Developer shall provide at least five (5) Business Days prior written notice to the City specifying: (x) the nature of the inconsistency; (y) a statement that there is no commercially reasonable way for the Developer to comply with **both** the City's and investor's insurance requirement; and (z) the alternative insurance requirement the Developer intends to comply with.

ARTICLE 14. **DEFAULT AND REMEDIES**

Section 14.1 Application of Remedies. This Article 14 shall govern the Parties' rights to terminate this Agreement and the Parties' remedies for breach or failure under this Agreement.

Section 14.2 No Fault of Parties.

(a) Bases For No Fault Termination. The following events constitute a basis for a Party to terminate this Agreement without the fault of the other: if despite the responsible Party's good faith and diligent efforts, a condition precedent set forth in Section 4.3 is not satisfied or, when applicable, waived by the benefitting Party, prior to the date for such satisfaction/waiver (as such date may be extended pursuant to this Agreement), unless such failure is caused by the default of a Party, in which case Section 14.3 or 14.4 shall apply.

(b) Termination Notice; Effect of Termination. Upon the happening of an event described in Section 14.2(a):

(1) The Parties shall meet and confer in good faith for a period not to exceed sixty (60) calendar days in an effort to agree upon a mutually acceptable amendment to this Agreement to address the failed condition which amendment may include designating either MidPen or a different Collaborating Partner to assume the obligations to acquire or develop a particular Phase; and

(2) If the parties fail to reach agreement pursuant to Section 14.2(b)(1) or if MidPen or a different Collaborating Partner fail to assume the obligations to acquire or develop the particular Phase of the Project at issue, at the election of either Party, this Agreement may be terminated with respect to all Phases not previously conveyed to a Developer Affiliate by written notice to the other Party.

Upon a termination pursuant to this Section 14.2, any costs incurred by a Party in connection with this Agreement and the Project shall be completely borne by such Party and neither Party shall have any rights against or liability to the other, except with respect to: (1) any payments made by the Developer to the City prior to the termination pursuant to Article 2 shall remain the property of the City; (2) any funds remaining in Escrow pursuant to Article 4 shall be returned to Developer, (3) the delivery of plans and documents as set forth in Section 14.7; and (4) the survival of certain terms of this Agreement as provided in Section 14.8.

Section 14.3 Fault of City.

(a) City Event of Default. Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "**City Event of Default**":

(1) The City without good cause fails to convey the Property within the time and in the manner specified in Article 4 and the applicable Developer Affiliate is otherwise entitled to such conveyance.

(2) The City breaches any other material provision of this Agreement.

(3) The material breach of any of the City's representations or warranties set forth in this Agreement.

(b) Notice and Cure; Remedies. Upon the happening of an event described in Section 14.3(a), the Developer or Developer Affiliate shall first notify the City in writing of its purported breach or failure. The City shall have thirty (30) days from receipt of such notice to cure such breach or failure; provided, however, that if such breach or failure cannot reasonably be cured within such thirty (30) day period and the City has commenced the cure within such thirty (30) day period and thereafter is diligently working in good faith to complete such cure, the City shall have such longer period of time as may reasonably be necessary to cure the breach or failure, provided, however, in any event the breach or failure must be cured within one hundred twenty (120) days. Notwithstanding anything to the contrary herein, if the City and the Developer are in good faith disputing whether the City has caused a breach or failure of performance of this Agreement, then the City shall not be deemed to have caused such breach or failure of performance until the City has been determined by a court of competent jurisdiction to have caused a breach or failure under this Agreement. If the City does not cure within the applicable cure period set forth above, then the event shall constitute a City Event of Default, and the Developer shall be entitled to the following rights and remedies:

(1) Prior to Phase 1 Closing. With respect to a City Event of Default occurring prior to the Phase 1 Closing, the Developer shall be entitled to: (A) terminate in writing this entire Agreement; or (B) seek specific performance of this Agreement against the City. The above remedies shall constitute the exclusive remedies of the Developer for a City Event of Default occurring prior to the Phase 1 Closing.

(2) After Phase 1 Closing. With respect to a City Event of a Default that occurs after the Phase 1 Closing, the Developer shall be entitled seek specific performance of this Agreement against the City; and/or (ii) exercise any other remedy against the City permitted by law or under this Agreement, provided, however in no event shall the Developer be entitled to seek or receive consequential damages.

Section 14.4 Fault of Developer.

(a) Developer Event of Default. Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "**Developer Event of Default**":

(1) A Developer Affiliate refuses for any reason (including, but not limited to, lack of funds) to accept conveyance from the City of the Transfer Property or any portion thereof within the time and in the manner specified in Article 4 other than a failure of a condition precedent set forth in Section 4.3(b).

(2) The Developer or a Developer Affiliate fails to meet the Milestone Schedule (as the same may be extended pursuant to this Agreement) with respect to conveyance of any portion of the Property.

(3) A Developer Affiliate fails to construct the Project in the manner set forth in Article 5 by the applicable Major Milestone Schedule deadlines (as the same may be extended pursuant to this Agreement) or a Developer Affiliate fails to meet a Progress Milestone Date and as a result it would be impossible for the Developer Affiliate to meet a subsequent Major Milestone Date.

(4) A Collaborating Partner fails to deliver a Release Agreement or release the Existing Leases within the time and as required pursuant to this Agreement or a Collaborating Partner violates the terms of any Release Agreement.

(5) A Collaborating Partner fails to relocate any of the tenants of the Existing Structures within the time set forth in the Milestone Schedule in a manner consistent with the applicable laws.

(6) The Developer attempts or completes a Transfer except as permitted under Article 9.

(7) The Developer breaches any material provision of this Agreement.

(8) Any representation or warranty of the Developer contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City.

(9) A court having jurisdiction shall have made or entered any decree or order: (A) adjudging a Collaborating Partner or MidPen to be bankrupt or insolvent, (B) approving as properly filed a petition seeking reorganization of a Collaborating Partner or MidPen seeking any arrangement for the Collaborating Partner or MidPen under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (C) appointing a receiver, trustee, liquidator, or assignee of the Collaborating Partner in bankruptcy or insolvency or for any of their properties, or (D) directing the winding up or liquidation of a Collaborating Partner or MidPen.

(10) A Collaborating Partner or MidPen shall have assigned its assets for the benefit of its creditors (other than pursuant to a Security Financing Interest) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event.

(11) A Collaborating Partner or MidPen shall have voluntarily suspended its business, or the Collaborating Partner or MidPen shall have been dissolved or terminated.

(b) Notice and Cure; Remedies. Upon the happening of any event described in Section 14.4(a), the City shall first notify the Developer in writing of its purported breach or failure. The Developer shall have thirty (30) days from receipt of such notice to cure such breach or failure; provided, however, that if such breach or failure cannot reasonably be cured within such thirty (30) day period and the Developer has commenced the cure within such thirty (30) day period and thereafter is diligently working in good faith to complete such cure, provided however, in any event the breach or failure must be cured within one hundred twenty (120) days. Notwithstanding the above cure period, a default described in paragraph (9) (10) or (11) of Section 14.4(a) shall constitute a Developer Event of Default immediately upon its occurrence without need for notice and without opportunity to cure. Notwithstanding anything to the contrary herein, if the City and the Developer are in good faith disputing whether the Developer

has caused a breach or failure of performance of this Agreement, then the Developer shall not be deemed to have caused such breach or failure of performance until the Developer has been determined by a court of competent jurisdiction to have caused a breach or failure under this Agreement.

If the Developer does not cure within the applicable cure period set forth above, then the event shall constitute a Developer Event of Default and the City shall be afforded all of the following rights and remedies: If the Developer Event of Default is caused by MidPen, during the cure period described above, the Collaborating Partners may propose to the City a replacement for MidPen to assume MidPen's obligations under this Agreement. The City shall approve or disapprove any such replacement for MidPen in accordance with the procedures set forth in Section 9.5. Any proposal to replace MidPen shall also include information on how the replacement entity will cure the Developer Event of Default.

If the Developer Event of Default is caused by a Collaborating Partner, during the cure period set forth above, any other Collaborating Partner or MidPen can offer to assume the defaulting Collaborating Partner's rights and responsibilities pursuant to this Agreement. If a Collaborating Partner or MidPen assume the defaulting Collaborating Partners rights and responsibilities under this Agreement, the City shall accept such assumption as a cure for the Developer Event of Default if (i) the assuming Collaborating Partner or MidPen cure the existing default caused by the defaulting Collaborating Partner and (ii) the defaulting Collaborating Partner assigns its Existing Leases to MidPen or the assuming Collaborating Partner.

(1) Prior to Phase I Closing Date. With respect to a Developer Event of Default occurring prior to the Phase 1 Closing Date, the City shall be entitled to (A) terminate in writing this entire Agreement and (B) exercise the rights and remedies described in Section 14.7. The above remedies shall constitute the exclusive remedies of the City for a Developer Event of Default occurring prior to the Closing on the first Phase of the Property.

(2) Between Phase 1 Closing Date and Prior to Estoppel Certificate of Completion. With respect to a Developer Event of Default occurring after the Phase 1 Closing Date but prior to the issuance of an Estoppel Certificate of Completion for the Final Phase, the City shall be entitled to: (A) terminate in writing this Agreement with respect to those portions of the Property that have not been conveyed to a Developer Affiliate if such Developer Event of Default is the result of any failure of conditions or obligations required to be met for the conveyance of Phases of the Property; (B) seek specific performance of any Vertical Improvement Completion Assurance if such Developer of Event of Default is the result of a default of the provisions of Article 5; (C) exercise the rights and remedies described in Sections 14.5, 14.6 and 14.7; and/or (D) exercise any other remedy against the Developer permitted by law or under the terms of this Agreement. Notwithstanding anything set forth herein, the City shall not be entitled exercise any of its remedies set forth above against a Developer Affiliate that has accepted conveyance of a portion of the Property unless such Developer Event of Default is caused by such Developer Affiliate.

(3) After Estoppel Certificate of Completion. With respect to a Developer Event of Default occurring after the Developer is entitled to an Estoppel Certificate of

Completion for the final Phase of the Project, the City shall be entitled to: (A) prosecute an action for damages against the Developer; (B) seek specific performance of this Agreement against the Developer; and/or (C) exercise any other remedy against the Developer permitted by law or under the terms of this Agreement.

Section 14.5 Right of Reverter/Power of Termination. If this Agreement is terminated pursuant to Section 14.4(b)(2) following the Closing on any portion of the Property and prior to the time when the applicable Developer Affiliate is entitled to issuance of an Estoppel Certificate of Completion for the final Phase of the Project, then the City may, in addition to other rights granted in this Agreement, re-enter and take possession of any portion of the Property conveyed to the Developer Affiliate not subject to (i) an Estoppel Certificate of Completion or (ii) a current building permit for Vertical Improvements that are subject to a Vertical Improvement Completion Assurance ("**Revested Parcel**") with all improvements on the Revested Parcel, and re-vest in the City the estate previously conveyed to the Developer Affiliate by the City with respect to the Revested Parcel. The City's rights under this Section 14.5 shall terminate and be of no further force and effect once the Developer is entitled to an Estoppel Certificate of Completion for the final Phase of the Project.

(a) Such right of reverter shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

(1) Any Security Financing Instrument with respect to the Revested Parcel; or

(2) Any rights or interests provided in this Agreement for the protection of the holder of a Security Financing Interest with respect to the Revested Parcel, provided that the holder has elected to complete the Project in a manner provided in this Agreement.

(b) Upon re-vesting in the City of title to the Revested Parcel as provided in this Section 14.5, the City shall, in a commercially reasonable manner resell the Revested Parcel to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Project on the Revested Parcel or such other improvements acceptable to the City. Upon such resale of the Revested Parcel, the proceeds thereof shall be applied as follows:

(1) First to reimburse the City for all costs and expenses incurred by the City, including but not limited to salaries of personnel and legal fees incurred in connection with the recapture, management, and resale of the Revested Parcel (but less any income derived by the City from any part of the Revested Parcel in connection with such management); all taxes, installments of assessments payable prior to resale, and water and sewer charges with respect to the Revested Parcel (or, in the event the Revested Parcel is exempt from taxation or assessment or such charges during the period of ownership by the City, an amount equal to the taxes, assessments, or charges that would have been payable if the Revested Parcel was not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Revested Parcel at the time of re-vesting of title in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer Affiliate, its successors or transferees; expenditures made or obligations

incurred with respect to the making or completion of the improvements on the Revested Parcel or any part thereof; and any amounts otherwise owing the City by the Developer Affiliate and its successors or transferee.

(2) Second, to reimburse the Developer Affiliate, its successor or transferee, up to the amount equal to any payments made by the Developer Affiliate to the City pursuant to Article 2, plus the fair market value of the improvements the Developer Affiliate has placed on or for the benefit of the Revested Parcel, less any gains or income withdrawn or made by the Developer Affiliate from the Revested Parcel or the improvements thereon. Notwithstanding the foregoing, the amount calculated pursuant to this paragraph (2) shall not exceed the fair market value of the Revested Parcel together with the improvements thereon as of the date of the Developer Event of Default which gave rise to the City's exercise of the right of reverter.

(3) Any balance remaining after such reimbursements shall be retained by the City as its property.

(c) The rights established in this Section 14.5 are to be interpreted in light of the fact that the City will convey the Property to the Developer Affiliate for development and not for speculation.

Section 14.6 Option to Repurchase, Reenter and Repossess.

(a) The City shall have the additional right at its option to repurchase, reenter, and take possession of the Property not subject to (i) an Estoppel Certificate of Completion or (ii) a current building permit for Vertical Improvements that are subject to a Vertical Improvement Completion Assurance with all improvements thereon, if this Agreement is terminated pursuant to Section 14.4(b)(2) after the Phase 1 Closing Date and prior to the time when the applicable Developer Affiliate is entitled to issuance of an Estoppel Certificate of Completion for the final Phase of the Project. The City's rights under this Section 14.6 shall terminate and be of no further force and effect once the Developer is entitled to an Estoppel Certificate of Completion for the final Phase of the Project.

(b) Such right to repurchase, reenter, and repossess, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit any Security Financing Instrument with respect to the Property; or any rights or interests provided in this Agreement for the protection of the holder of a Security Financing Interest with respect to the Property, provided that the Permitted Mortgagee has elected to complete the Project in a manner provided in this Agreement.

(c) To exercise its right to repurchase, reenter and take possession with respect to the Property not subject to (i) an Estoppel Certificate of Completion or (ii) a current building permit for Vertical Improvements that are subject to a Vertical Improvement Completion Assurance, the City shall pay to the applicable Developer Affiliate in cash an amount equal to any payments made by the Developer Affiliate to the City in cash pursuant to Sections 2.2 of this Agreement, plus the lesser of the (1) actual cost and (2) the fair market value of the improvements constructed on the Property subject to the Option by the Developer Affiliate at the time of the repurchase, reentry, and repossession, less any gains or income withdrawn or

made by the Developer Affiliate from the portion of the Property subject to the Option, less the amount of any liens or encumbrances on the portion of the Property subject to the Option which the City assumes or takes subject to, less any damages to which the City is entitled under this Agreement by reason of the Developer Event of Default.

Section 14.7 Plans, Data and Approvals. If this Agreement is terminated pursuant to Section 14.2(a)(1) or Section 14.4, then the Developer or the Developer Affiliate shall promptly deliver to the City copies of all plans and specifications for the Project (subject to being released by any architects or engineers possessing intellectual property rights), all permits and approvals obtained in connection with the Project, and all applications for permits and approvals not yet obtained but needed in connection with the Project.

Section 14.8 Survival. Upon termination of this Agreement under this Article 14, those provisions of this Agreement that recite that they survive termination of this Agreement shall remain in effect and be binding upon the Parties notwithstanding such termination.

Section 14.9 Rights and Remedies Cumulative. Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.

ARTICLE 15. **GENERAL PROVISIONS**

Section 15.1 Notices, Demands and Communications.

(a) Method. Any notice or communication required hereunder to be given by the City or the Developer shall be in writing and shall be delivered by each of the following methods: (1) electronically (e.g., by e-mail delivery); and (2) either personally, by reputable overnight courier, or by registered or certified mail, return receipt requested. Notwithstanding the time of any electronic delivery, the notice or communication shall be deemed delivered as follows:

(1) If delivered by registered or certified mail, the notice or communication shall be deemed to have been given and received on the first to occur of: (A) actual receipt by any of the addressees designated below as a party to whom notices are to be sent; or (B) five (5) days after the registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If delivered personally or by overnight courier, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed.

(2) Either Party may at any time, by giving ten (10) days' prior written notice to the other Party pursuant to this section, designate any other address in substitution of the address to which such notice or communication shall be given.

(b) Addresses. Notices shall be given to the Parties at their addresses set forth below:

If to the City to: City of Alameda
Alameda City Hall, Rm 320
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Manager
Telephone: 510-747-4700
Facsimile: 510-865-1498
Email: jkeimach@alamedaca.gov

With a copy to: City of Alameda
Alameda City Hall, Rm 280
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney
Telephone: 510-747-4752
Facsimile: 510-865-4028
Email: jkern@alamedacityattorney.org

If to Developer to: MidPen Housing Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404
Attention: President
Telephone: 650-356-2900
Fax Number: 650-357-9766

With copies to: Alameda Point Collaborative
677 W. Ranger Avenue
Alameda, CA 94501
Attn: Executive Director
Telephone: 510-898-7800

With copies to: Building Futures With Women and Children
1395 Bancroft Avenue
San Leandro, CA 94577
Attn: Executive Director
Telephone: 510-357-0205

With copies to: Operation Dignity
3850 San Pablo Avenue, Suite 102
Emeryville, CA 94608
Attn: Executive Director
Telephone: 800-686-9036

(c) Special Requirement. If failure to respond to a specified notice, request, demand or other communication within a specified period would result in a deemed approval, a conclusive presumption, a prohibition against further action or protest, or other adverse result under this Agreement, the notice, request, demand or other communication shall state clearly and

unambiguously on the first page, with reference to the applicable provisions of this Agreement, that failure to respond in a timely manner could have a specified adverse result.

Section 15.2 Non-Liability of Officials, Employees and Agents. No City elected or appointed official, board member, commission, officer, employee, attorney, agent, volunteer or their respective successors and assigns shall be personally liable to the Developer, or any successor in interest, in the event of a City Event of Default.

Section 15.3 Time of the Essence. Time is of the essence in this Agreement.

Section 15.4 Title of Parts and Sections. Any titles of the Sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any of its provisions.

Section 15.5 Applicable Law; Interpretation. This Agreement shall be interpreted under the laws of the State of California. This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party. This Agreement has been reviewed and revised by counsel for each Party, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

Section 15.6 Severability. If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force.

Section 15.7 Legal Actions. Any legal action under this Agreement shall be brought in the Alameda County Superior Court. If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action (and any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement) including any appeals. In the case of the attorneys' fees payable to the City when the City has been represented by legal counsel employed within the City Attorney's Office, the attorneys' fees shall be measured by the reasonable attorneys' fees that would have been paid by the City had it instead been represented by outside counsel in the matter.

Section 15.8 Binding Upon Successors; Covenants to Run With Land. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties, and the terms of this Agreement shall constitute covenants running with the land; provided, however, that there shall be no Transfer by the Developer except as permitted in Article 9. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

Section 15.9 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another. The City has not provided any financial assistance in connection with this Agreement or the Project, this Agreement constitutes an arms-length transaction.

Section 15.10 Provisions Not Merged With Quitclaim Deed. None of the provisions of this Agreement shall be merged by the Quitclaim Deed or any other instrument transferring title to any portion of the Property, and neither the Quitclaim Deed nor any other instrument transferring title to any portion of the Property shall affect this Agreement.

Section 15.11 Entire Understanding of the Parties. This Agreement and any subsequent agreements contemplated by this Agreement to be entered into by the Parties constitute the entire understanding and agreement of the Parties with respect to the conveyance of the Property and the development of the Project.

Section 15.12 Approvals.

(a) City Actions. Whenever any approval, notice, direction, consent, request, extension of time, waiver of condition, termination, or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager, without further approval by the City Council, and any such action shall be in writing, provided, however, any such actions that would extend a Major Milestone Date (other than as allowed in Section 1.3 or 1.4) must be approved by the City Council.

(b) Standard of Approval. Whenever this Agreement grants the City or the Developer the right to take action, exercise discretion or make allowances or other determinations, the City or the Developer shall act reasonably and in good faith, except where a sole discretion standard is specifically provided.

Section 15.13 Authority of Developer. MidPen and the Collaborating Partners executing this Agreement on behalf of the Developer do hereby covenant and warrant, each as to itself only, that:

(a) Each is a duly authorized and existing California nonprofit public benefit corporation;

(b) Each is and shall remain in good standing and qualified to do business in the State of California;

(c) Each has full right, power and authority to enter into this Agreement and to carry out all actions on its part contemplated by this Agreement;

(d) the execution and delivery of this Agreement were duly authorized by proper action of each Collaborating Partner and MidPen, and no consent, authorization or approval of any person is necessary in connection with such execution and delivery or to carry out all actions on the Developer's part contemplated by this Agreement, except as have been obtained and are in full force and effect;

(e) the persons executing this Agreement on behalf of each Collaborating Partner and MidPen have full authority to do so; and

(f) this Agreement constitutes the valid, binding and enforceable obligation of each Collaborating Partner and MidPen.

Section 15.14 Amendments. This Agreement may be amended only by means of a writing signed by the Parties, and pursuant to a resolution approved by the City Council, except that amendments expanding the Property to which this Agreement applies shall be approved by ordinance adopted by the City Council.

Section 15.15 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 15.16 Operating Memoranda. The Parties acknowledge that the provisions of this Agreement require a close degree of cooperation, and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties agree to cooperate with each other with regard to changes that may be needed in this Agreement as a result of the proposed development of the adjacent properties by the Market Rate Developer and the development of the Backbone Infrastructure. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance of those items covered in general terms under this Agreement. If and when, from time to time during the term of this Agreement, the Parties find that refinements or adjustments regarding details of performance are necessary or appropriate, they may effectuate such refinements or adjustments through a memorandum (individually, an "**Operating Memorandum**", and collectively, "**Operating Memoranda**") approved by the Parties which, after execution, shall be attached to this Agreement as addenda and become a part hereof. This Agreement describes some, but not all, of the circumstances in which the preparation and execution of Operating Memoranda may be appropriate.

(a) Operating Memoranda that implement the provisions of this Agreement or that provide clarification to existing terms of this Agreement or revise Progress Milestone Dates may be executed on the City's behalf by its City Manager, or the City Manager's designee, without action or approval of the City Council, provided such Operating Memoranda do not change material terms of this Agreement or alter any Major Milestone Dates: Operating Memoranda shall not require prior notice or hearing, and shall not constitute an amendment to this Agreement. Any substantive or significant modifications to the terms and conditions of performance under this Agreement shall be processed as an amendment of this Agreement in accordance with Section 15.14, and must be approved by resolution of the City Council.

ARTICLE 16. **DEFINITIONS AND EXHIBITS**

Section 16.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply:

(a) "**Affordable Housing Units**" means the Very Low-Income Units and Low-Income Units developed in accordance with this Agreement subject to the City Regulatory Agreement.

(b) "**Agreement**" means this Disposition and Development Agreement.

(c) "**Approved Construction Documents**" means the construction plans and specifications submitted by a Developer Affiliate and approved by the City in connection with the City's grant of the necessary grading, demolition, building, and related permits for the Project, together with any modifications thereto processed and approved, as appropriate, in accordance with applicable City ordinances, rules and regulations.

(d) "**Backbone Infrastructure**" has the meaning given in Recital V.

(e) "**Business Day**" means a day on which the offices of the City are open to the public for business.

(f) "**Casualty**" means any damage or destruction to the Project in excess of One Hundred Thousand Dollars (\$100,000), which amount shall be adjusted in accordance with increases in the "Consumer Price Index - Seasonally Adjusted U.S. City Average for All Items for All Urban Consumers (1982-84 = 100)" (hereinafter, "CPI-U"), as published in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor. In the event the CPI-U is discontinued, the "Consumer Price Index - Seasonally Adjusted U.S. City Average for all Items for Urban Wage Earners and Clerical Workers (1982-84 = 100)" (hereinafter, "CPI-W"), published in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor, shall be used for making the computation. In the event the Bureau of Labor Statistics shall no longer maintain such statistics on the purchasing power of the U.S. consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority shall be used for making the computation.

(g) "**CEQA**" means the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and all relevant state and local guidelines in connection therewith.

(h) "**City**" means the City of Alameda, California, a municipal corporation. Those acting on behalf of the City may include the City Council, the City Planning Board, the City Manager and the City's boards, commissions, departments, employees and consultants.

(i) "**City Council**" means the Alameda City Council.

(j) "**City Event of Default**" has the meaning given in Section 14.3.

(k) "**City Manager**" means the Alameda City Manager or the City Manager's designee.

(l) "**City Released Parties**" has the meaning given in Section 4.6.

(m) "**Closing**" means the close of escrow through which the City will convey its fee estate or any portion thereof in each Phase of the Property to the Developer.

(n) "**Commencement of Construction or Commenced**" shall mean the performance of any work on any Phase of Vertical Improvements on the Property including clearing, grading, or other preliminary site work.

(o) "**Completion Assurances**" means any payment and performance bonds, labor and materials bonds, or completion guarantees from a Developer Affiliate or other persons or entities, irrevocable letters of credit, or other legal instruments providing assurances and remedies for the completion of any Sub-Phase of Vertical Improvements by the Developer Affiliate.

(p) "**Contractors**" means, collectively, the General Contractor and any other contractors or subcontractors retained directly or indirectly by a Developer Affiliate, the General Contractor, or any tenant in connection with the construction of any Sub-Phase of the Vertical Improvements, including the initial tenant improvements within the Project.

(q) "**CPI Increase**" means increases in the "Consumer Price Index - Seasonally Adjusted U.S. City Average for All Items for All Urban Consumers (1982-84 = 100)" (hereinafter, "**CPI-U**"), as published in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor. In the event the CPI-U is discontinued, the "Consumer Price Index - Seasonally Adjusted U.S. City Average for all Items for Urban Wage Earners and Clerical Workers (1982-84 = 100)" (hereinafter, "**CPI-W**"), published in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor, shall be used for making the computation.

(r) "**Day**" means calendar day unless otherwise specified.

(s) "**DDA Memorandum**" means the memorandum of this Agreement, substantially in the form of the attached Exhibit F, to be recorded as provided in Section 1.1.

(t) "**Density Bonus Regulations**" means City of Alameda Ordinance 3012, set forth in Section 30-17 (Density Bonus Regulations) of Chapter XXX (Development Regulations) of the Municipal Code.

(u) "**Developer**" means collectively, MidPen Housing Corporation, a California nonprofit public benefit corporation, Alameda Point Collaborative, a California nonprofit public benefit corporation, Building Futures With Women and Children, a California nonprofit public benefit corporation, and Operation Dignity, a California nonprofit public benefit corporation or any successor permitted pursuant to the terms of this Agreement.

(v) "**Developer Affiliate**" means for each Phase, a limited partnership in which the managing general partner is a limited liability company in which (1) MidPen Housing Corporation or an affiliate in which MidPen Housing Corporation has a Controlling Interest is a member/manager and (2) one or more of the other Collaborating Partners or an affiliate in which the Collaborating Partner has a Controlling Interest is also a member/manager.

(w) "**Developer Event of Default**" has the meaning given in Section 14.4.

(x) "**Development Agreement**" means that certain development agreement between the City and the Developer pursuant to Government Code Section 65864.

(y) "**Development Costs**" has the meaning set forth in Section 2.3.

(z) "**Development Plan**" means the plan setting forth the parameters of the Project approved by the Planning Board on September 25, 2017, consistent with the Alameda Municipal Code Section 30-4.13 (j), the Planning Documents, and the Main Street Neighborhood Plan attached as Exhibit H hereto.

(aa) "**DIR**" means the California Department of Industrial Relations.

(bb) "**EDC Agreement**" means the Memorandum of Agreement For the Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority, dated as of June 6, 2000, as amended.

(cc) "**Effective Date**" has the meaning set forth in Section 1.1.

(dd) "**EIR**" has the meaning set forth in Recital I.

(ee) "**ENA**" means the Exclusive Negotiation Agreement entered into by the City and the Developer as of December 15, 2015, as amended December 7, 2016.

(ff) "**Encumbrance Release**" means releases for any encumbrances on the Collaborating Partner's Existing Structures or the leaseholds created by the Existing Leases.

(gg) "**Escrow Holder**" means the Pleasanton, California office of First American Title Insurance Company, or such other title company or qualified escrow holder upon which the Parties may subsequently agree, with which an escrow shall be established by the Parties to accomplish the Closing as provided in Article 4 of this Agreement.

(hh) "**Estoppel Certificate of Completion**" means a certificate defined in Section 8.4.

(ii) "**Existing Lease**" means those certain leases between a Collaborating Partner, the City and the County for portions.

(jj) "**Financing Plan**" shall mean the Project Financing Plan, as updated by the Phase Updates as such terms are defined in Section 3.1.

(kk) "**General Contractor**" means a licensed and experienced general contractor approved by the City pursuant to Section 5.4 and with which the Developer enters into the Construction Contracts for construction of the Project.

(ll) "**Hazardous Materials**" means any flammable explosives, radioactive materials, hazardous wastes, petroleum and petroleum products and additives thereof, toxic substance or related materials, including without limitation, any substances defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws, ordinances or regulations.

(mm) "**Hazardous Material Delay**" means delay caused by (1) the requirement by an environmental regulatory agency to perform investigation or remedial action beyond the segregation, characterization, and proper disposal (including reuse) required by any applicable Site Management Plan for any Hazardous Materials (A) not previously identified at the Property (based on information included in the Hazardous Materials Documents), (B) previously identified at the Property, but that are encountered in a previously unidentified location or in concentrations in excess of those previously identified (each based on information included in the Hazardous Materials Documents), except to the extent the Hazardous Materials are associated with an open Petroleum Program site (which are addressed in clause (2) below), or (C) encountered in the construction of any portion of the Infrastructure Package located outside of the Property boundaries, except to the extent the Hazardous Materials are associated with OU-2C's Industrial Waste Line or Storm Drain Lines A, B, or C; (2) the requirement by an environmental regulatory agency to perform investigation or remedial action beyond the preparation of work plans for additional sampling or investigation, the implementation of such approved work plans and the preparation of closure reports necessary to address or obtain closure for non-CERLCA Hazardous Materials located at the Property to the extent such investigation or remedial action is necessary to permit the land uses identified in the Development Plan; or (3) perform investigation or remedial action for Hazardous Materials that are the result of a Regulatory Reopener.

(nn) "**Hazardous Materials Laws**" means any applicable federal, state or local laws, ordinances, or regulations related to any Hazardous Materials.

(oo) "**Incidental Migration**" means the non-negligent activation, migration, mobilization, movement, relocation, settlement, stirring, passive migration, passive movement, and/or other incidental transport of Hazardous Materials.

(pp) "**Inclusionary Housing Ordinance**" means City of Alameda Ordinance 2926, set forth in Section 30-16 (Inclusionary Housing Requirements for Residential Projects) of Chapter XXX (Development Regulations) of the Municipal Code.

(qq) "**Indemnification Obligations**" has the meaning given in Section 12.3.

(rr) "**Indemnified Parties**" means, collectively, the City, its elected and appointed officials, board members, commissions, officers, employees, attorneys, agents, volunteers and their successors and assigns.

(ss) "**Land Payment**" has the meaning given in Section 2.1.

(tt) "**Major Milestone Dates**" means the Outside Phase Closing Dates and the Vertical Improvement Completion Dates set forth in the Milestone Schedule.

(uu) "**Market Rate Developer**" means the market rate developer selected to develop the property adjacent to the RESHAP development area.

(vv) "**Milestone Schedule**" means the schedule for performance of various tasks and obligations under this Agreement that is attached as Exhibit G, and as may be modified from time to time pursuant to Section 1.5.

(ww) "**Mitigation Measures**" means the mitigation measures set forth in the Mitigation Monitoring and Reporting Program that is attached as Exhibit E.

(xx) "**Mitigation Monitoring and Reporting Program**" or "**MMR Program**" has the meaning set forth in Recital CC and is attached as Exhibit E.

(yy) "**Operating Memorandum**" has the meaning given in Section 15.16.

(zz) "**Outside Phase Closing Date**" has the meaning given in Section 4.2.

(aaa) "**Permitted Exceptions**" has the meaning given in Section 4.5(a).

(bbb) "**Phasing Plan**" means the Phasing Plan attached as Exhibit C.

(ccc) "**Pollution Liability Insurance Policy**" has the meaning given in Section 13.7.

(ddd) "**Preliminary Title Report**" means the preliminary title report for the Property prepared by the Escrow Holder.

(eee) "**Project**" means the improvements to be constructed and developed by the Developer in accordance with this Agreement. The proposed Project is generally described in Recitals T, and will be more specifically set forth and depicted in the Development Plan and the Approved Construction Documents.

(fff) "**Property**" has the meaning given in Recital N, and is more particularly described in the attached Exhibit A, and shown on the map of the Property attached hereto as Exhibit B.

(ggg) "**Quitclaim Deed**" means the quitclaim deed by which the City will convey its fee estate in the Property to the Developer at the Closings. A form of the Quitclaim Deed is attached to this Agreement as Exhibit I.

(hhh) "**Renewed Hope Settlement Agreement**" means that certain Settlement Agreement dated as of March 20, 2001 related to the *Renewed Hope Housing Advocates and Arc Ecology v. City of Alameda, et al.*

(iii) "**Residential Units**" has the meaning given in Recital T.2.

(jjj) "**Security Financing Interest**" has the meaning given in Section 10.1.

(kkk) "**Supplemental Approvals**" means collectively the following City approvals related to and necessary for development of the Vertical Improvements on the applicable Phase of the Property consistent with this Agreement:

(1) design review approval for the improvements included in the applicable Phase;

(2) a building permit;

(3) will serve letters or other contracts from the utility companies providing utility services to the Property demonstrating that utility service is available for the applicable Phase; and

(lll) "**Term**" has the meaning given in Section 1.2.

(mmm) "**Title Policies**" has the meaning given in Section 4.7.

(nnn) "**Transfer**" has the meaning given in Section 9.1.

(ooo) "**TDM Compliance Strategy**" has the meaning given in Section 8.14.

(ppp) "**Vertical Improvements**" shall mean for a particular Phase, the buildings and other improvements specified for such Phase in the Development Plan.

(qqq) "**Vertical Improvement Construction Contracts**" means the Construction Contract between the Developer and the General Contractor for construction of the Sub-Phase of the Vertical Improvements, as submitted by the Developer and approved by the City pursuant to Section 5.4

Section 16.2 Exhibits. The following exhibits are attached to (or upon preparation will be attached to) and incorporated into this Agreement:

Exhibit A	Legal Description of the Property
Exhibit B	Map of the Property
Exhibit C	Phasing Plan
Exhibit D-1	Backbone Infrastructure
Exhibit D-2	Backbone Infrastructure Phasing Map
Exhibit E	Mitigation Monitoring and Reporting Program and Environmental Checklist
Exhibit F	Form of DDA Memorandum
Exhibit G	Milestone Schedule
Exhibit H	Development Plan
Exhibit I	Form of Quitclaim Deed
Exhibit J	TDM Compliance Strategy
Exhibit K	City Regulatory Agreement
Exhibit L	General Assignment
Exhibit M	Bill of Sale
Exhibit N	City Disclosure Documents
Exhibit O-1	Notice of City Release of Environmental Claims
Exhibit O-2	Notice of Developer Release of Environmental Claims
Exhibit P	List of Navy Quitclaim Deeds and CRUPs
Exhibit Q	Release and Termination of Lease
Exhibit R	Site Management Plan

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In WITNESS WHEREOF, the Parties have signed this Disposition and Development Agreement on the dates indicated below.

CITY OF ALAMEDA

By: _____
Elizabeth Warmerdam
Acting City Manager

Date: _____

Attest: Recommended for Approval:

Lara Weisiger, City Clerk

Jennifer Ott, Director, Base Reuse and
Transportation Planning

Approved as to Form:

Andrico Q. Penick
Chief Real Estate Counsel

Authorized by City Council Ordinance No. _____

Signatures continue on next page

MidPen Housing Corporation, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Alameda Point Collaborative, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Building Futures with Women and Children, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Operation Dignity, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Exhibits:

Exhibit A	Legal Description of the Property
Exhibit B	Map of the Property
Exhibit C	Phasing Plan
Exhibit D-1	Backbone Infrastructure
Exhibit D-2	Backbone Infrastructure Phasing Map
Exhibit E	Mitigation Monitoring and Reporting Program and Environmental Checklist
Exhibit F	Form of DDA Memorandum
Exhibit G	Milestone Schedule
Exhibit H	Development Plan
Exhibit I	Form of Quitclaim Deed
Exhibit J	TDM Compliance Strategy
Exhibit K	City Regulatory Agreement
Exhibit L	General Assignment
Exhibit M	Bill of Sale
Exhibit N	City Disclosure Documents
Exhibit O-1	Notice of City Release of Environmental Claims
Exhibit O-2	Notice of Developer Release of Environmental Claims
Exhibit P	List of Navy Quitclaim Deeds and CRUPS
Exhibit Q	Release and Termination of Lease
Exhibit R	Site Management Plan

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Property referred to in the Agreement to which this Exhibit A is attached is situated in the State of California, Alameda County, City of Alameda and is described as follows:

JANUARY 3, 2018
JOB NO.: 1087-010

LEGAL DESCRIPTION
COLLABORATING PARTNERS PARCEL
ALAMEDA POINT
ALAMEDA, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL ONE OF THE PHASE 1 AGREED NON-TRUST LANDS, AS SAID PARCEL ONE IS DESCRIBED IN THAT CERTAIN PATENT DEED RECORDED JUNE 30, 2014, AS DOCUMENT NO. 2014154597 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SAID PARCEL ONE, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS, "SOUTH 00°33'45" WEST 2,001.27 FEET", ON PAGE 10 OF 27 OF SAID DEED (DN 2014154597);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE, SOUTH 00°33'45" EAST 617.76 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH 89°26'15" WEST 17.50 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, NORTH 85°12'42" WEST 846.84 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 610.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 84°51'27" EAST, THROUGH A CENTRAL ANGLE OF 22°08'09", AN ARC DISTANCE OF 235.67 FEET;

THENCE, ALONG THE ARC OF A REVERSE 725.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 62°43'18" WEST, THROUGH A CENTRAL ANGLE OF 22°29'24", AN ARC DISTANCE OF 284.58 FEET;

THENCE, NORTH 04°47'18" EAST 25.08 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET;

THENCE, SOUTH 85°12'42" EAST 665.96 FEET;

THENCE, ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 85°46'27", AN ARC DISTANCE OF 29.94 FEET;

THENCE, SOUTH 00°33'45" WEST 534.90 FEET TO SAID POINT OF BEGINNING.
CONTAINING 9.75 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.



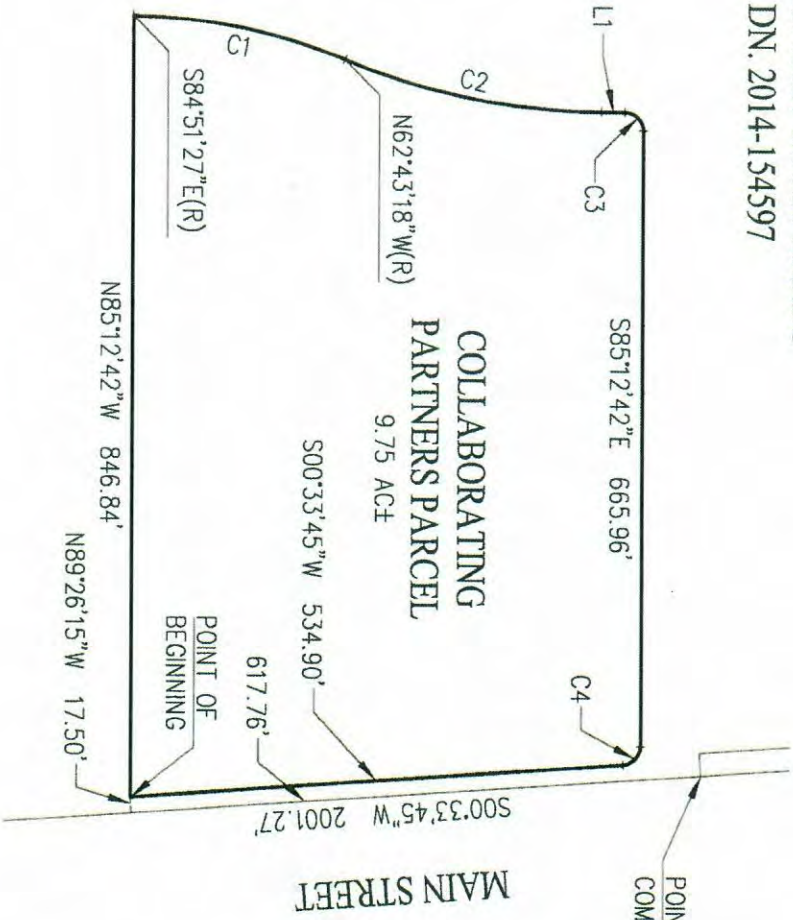
END OF DESCRIPTION

A handwritten signature in blue ink that reads "S. Kyle Pack".

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL
PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT
BE USED AS THE BASIS FOR AN OFFER OF SALE OF THE LAND DESCRIBED.

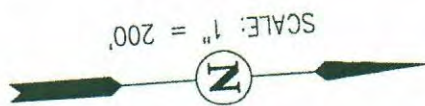
PARCEL ONE
 AGREED NON-TRUST LANDS
 DN. 2014-154597



POINT OF COMMENCEMENT

LINE TABLE		
NO	BEARING	LENGTH
L1	N04°47'18"E	25.08'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	610.00'	22°08'09"	235.67'
C2	725.00'	22°29'24"	284.58'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	85°46'27"	29.94'



PLAT TO ACCOMPANY LEGAL DESCRIPTION

COLLABORATING PARTNERS PARCEL
 ALAMEDA POINT
 ALAMEDA, CALIFORNIA
 JANUARY 3, 2018



Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 WWW.CBANDG.COM
 SAN RAMON • (925) 866-0322
 WEST SACRAMENTO • (916) 375-1877

SHEET 1 OF 1

EXHIBIT B

MAP OF THE PROPERTY

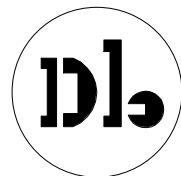
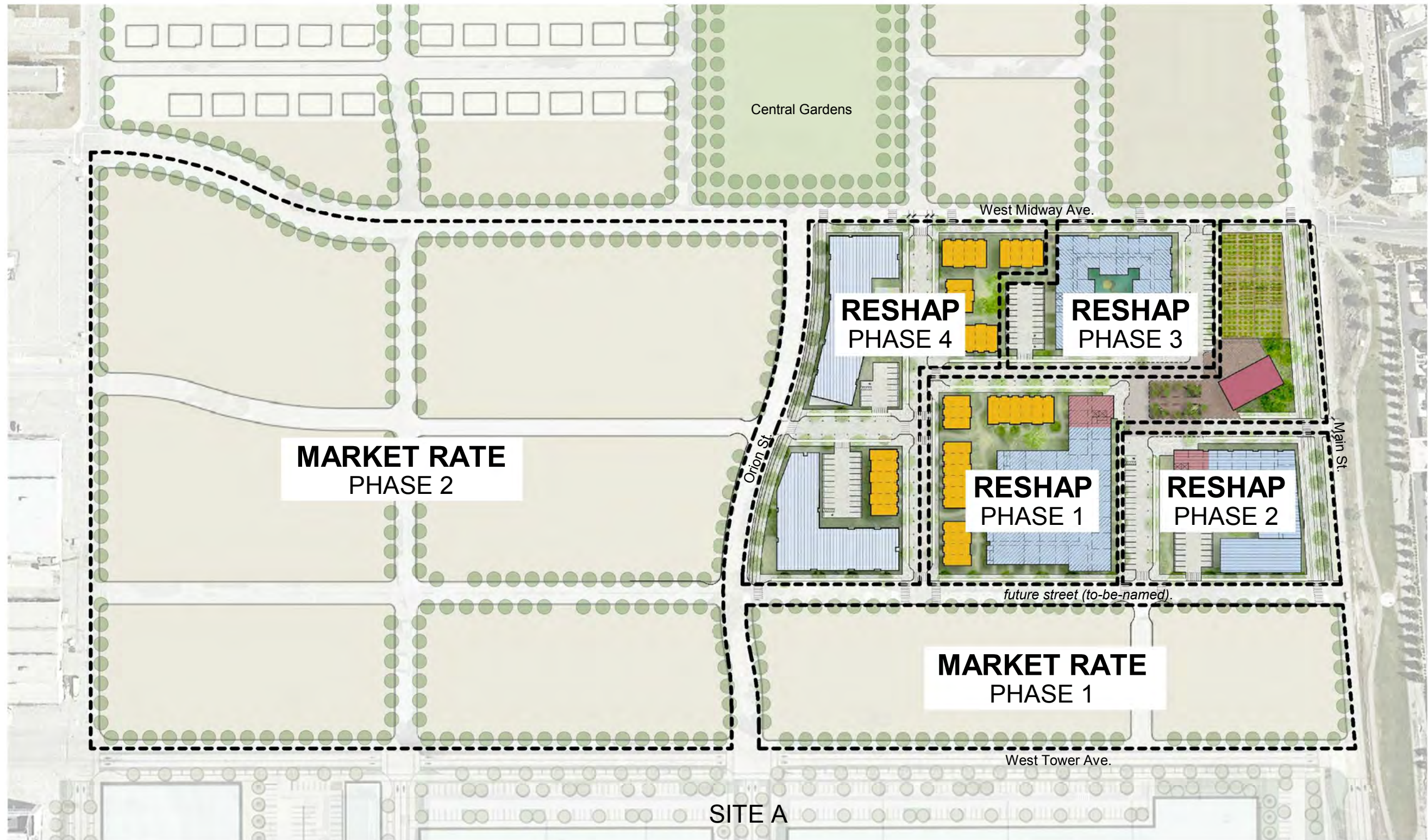


RESHAP

PROPOSED RESHAP SITE

scale: 21510
date: 2017.09.11

EXHIBIT C
PHASING PLAN



RESHAP

MAIN STREET AREA PHASING

21510
 scale: 1" = 160'-0"
 date: 2018.01.05

EXHIBIT D-1

BACKBONE INFRASTRUCTURE

Main Street Neighborhood

Market Rate Developer

Backbone Infrastructure

The following describes the required backbone infrastructure to be completed by the Market Rate Developer for the Development Areas within the Main Street Neighborhood bound by West Midway Avenue to the north, Pan Am Way to the west, West Tower Avenue to the south and Main Street to the east. The proposed backbone infrastructure improvements would be consistent with the Master Infrastructure Plan and the Main Street Neighborhood Specific Plan. The proposed backbone infrastructure improvements are generally described below. In addition, see the enclosed illustrative figures depicting the anticipated extents of the backbone infrastructure within each phase. The descriptions and figures are preliminary and subject to change through the Tentative Map process and once detailed designs are completed.

In addition to the proposed backbone improvements described below, the necessary improvements would be installed to maintain access and utility service to the existing tenants and areas within Alameda Point until the development of backbone infrastructure is complete.

Backbone Infrastructure

The backbone improvements would include utility and street improvements to Orion Street, West Tower Avenue frontage, Pan Am Way, Main Street, West Midway Avenue and a To-Be-Named street between Orion Street and Main Street. The backbone infrastructure would also include the site demolition and grading for all Development Areas (Market Rate and RESHAP areas). This backbone infrastructure is further described below.

Streetscape and Circulation

The backbone infrastructure would be developed with a “complete streets” transportation network that would support a variety of modes of transportation, and would provide pedestrian, bicycle, and transit facilities. There will be the reconstruction of existing roadways and new roadways, resulting in a grid street network consistent with the Main Street Specific Plan.

West Tower Avenue along the south side of Main Street Neighborhood is planned to be constructed by the Site A Development. The proposed backbone improvements for the Main Street Neighborhood would include completing the project frontage improvements to West Tower Avenue, including the north side sidewalks and landscape improvements. Pan Am Way, from West Tower Avenue to West Midway Ave, and West Midway Avenue, from Main Street to Pan Am Way, would be reconstructed. Also, Orion Street from West Tower Avenue to West Midway Avenue would be reconstructed. A new To-Be-Named Street between Orion Street and Main Street would be constructed.

Main Street from West Tower Avenue to West Midway Avenue would be reconstructed. The project frontage along Main Street would be landscaped, and the portion of the Bay Trail would be installed. Intersection improvements would be made at West Midway Avenue and Main Street to improve signalization, and vehicular, pedestrian, and bicycle circulation.

The backbone infrastructure streets would be constructed to the City of Alameda standards and specifications.

Transportation Demand Management Measures

The Main Street Neighborhood would implement transportation demand management measures consistent with the Alameda Point Transportation Demand Management Plan. The measures would include the installation of parking meters within the backbone infrastructure. Other transportation demand measures that would be implemented with the development include bike sharing stations and others consistent with the Alameda Point Transportation Demand Management Plan.

Utilities and Site Improvements

The MIP describes the planned backbone infrastructure, anticipated to consist of new infrastructure installed to support the land uses in the Main Street Neighborhood, including both the Market Rate and RESHAP Parcels. The backbone infrastructure is the major framework of streets and utilities, based on the street grid within the Main Street Neighborhood.

The MIP outlines potential corrective geotechnical and flood protection improvement measures. In addition, the proposed utility systems described in the MIP include stormwater, wastewater, potable water, recycled water, electrical, natural gas, and telecommunication systems. Each of these systems necessary for the Development Area is anticipated to connect to proposed public infrastructure planned to be constructed by the Site A Development and other existing reliable infrastructure within Main Street.

Demolition, Flood Protection, Sea-Level Rise Strategy, Soil Improvements, and Site Grading. The backbone infrastructure includes the demolition and abatement of existing structures and improvements within the Development Areas. The existing utilities within the Development Areas would either be abandoned in place or removed, depending on the geotechnical engineer's recommendations and approval from the City of Alameda. Consistent with the EIR and MIP evaluated therein, the backbone infrastructure would complete site grading within the Development Areas to establish seismically stable building pads that provide flood and sea-level rise protection. The building pad elevations within the Development Areas would be graded to a minimum elevation of 5.1 feet (City Datum), based on the MIP design criteria 100-year tide, plus 24-inch sea-level rise. The backbone infrastructure includes the geotechnical corrective measures necessary to stabilize the building sites within the Development Areas in conformance with engineering calculations and may include soil improvement techniques such as soil treatment, soil densification and / or a surcharging program. The backbone infrastructure site grading would include delivering geotechnical and elevation certified building pads throughout the Development Areas, along with any soil import or export necessary to achieve the required elevations. Erosion and sediment control measures would also be included as necessary to complete the site grading.

Stormwater. A new stormwater collection system would be constructed within the backbone infrastructure streets and connecting to the stormwater system planned to be constructed by Site A. The new stormwater system would consist of pipelines, manholes, inlets and trash capture devices. The new stormwater system would be designed to convey the 25-year design storm with 6 inches of minimum freeboard. Additionally, the system would accommodate the 100-year storm, with a maximum ponding in the streets of up to the top of curb at low points in the street profiles. The proposed project would implement green street designs for the management and treatment of backbone street stormwater runoff within the backbone streets. The proposed stormwater system would be constructed to the City of Alameda standards and specifications.

Potable Water Improvements. The existing water system would be replaced with a new potable water distribution system within the backbone infrastructure streets. The proposed distribution pipelines would connect to the existing East Bay Municipal Utility District (EBMUD) water facilities in Main Street and those planned to be constructed in West Tower Avenue and West Midway Avenue by the City of Alameda Reuse Area Infrastructure Replacement Project. The proposed water system would range in size from 8 inches to potentially 12 inches in diameter. The proposed water distribution facilities, including fire

hydrants, would be installed in the backbone infrastructure streets, providing potable and fire water to the proposed project. The potable water facilities would be designed and constructed in accordance with EBMUD's regulations, standards, and specifications.

Wastewater. A new wastewater collection system would be constructed within the backbone infrastructure streets to replace the existing wastewater system within the Development Areas. The proposed collection system would include gravity pipelines ranging in size from 8 inches to 12 inches in diameter, and connect to the wastewater improvements planned to be installed with the Site A Development. The proposed wastewater system would be constructed to the City of Alameda standards and specifications.

Recycled Water. A new recycled water system would be constructed within the backbone infrastructure streets as determined by EBMUD. The network of recycled water pipelines would range in size from 6 to 12 inches to serve the open space and public landscaping. The recycled water facilities would be designed and constructed in accordance with EBMUD's regulations, standards, and specifications.

Electricity. A new electrical distribution system would be installed within the backbone infrastructure streets replacing the existing electrical facilities within the Development Areas. The proposed electrical system would connect to the Cartwright Substation, electrical facilities planned to be constructed by the Site A Development, as well as other reliable electrical facilities on Main Street. The proposed electric distribution system would consist of new underground conduits, vaults, boxes, pads, wires, transformers, switches, and other utility distribution equipment, including its supervisory control and data acquisition communication monitoring and controls. The electrical conduits and cables would be placed in a joint utility trench along the backbone streets. This trench would also accommodate the natural gas, telephone, cable television, possible ancillary fiber optic cable systems, and streetlight facilities. The new underground electric distribution system and joint utility trench would be designed and constructed in accordance with Alameda Municipal Power's regulations, standards, and specifications. The existing 115kV pole line along Main Street would remain.

Natural Gas. A new natural-gas-distribution system would be installed within the backbone infrastructure streets, replacing the existing natural gas system. This system would connect to the gas distribution system planned to be installed with the Site A Development. The backbone infrastructure improvements would include modifying the existing regulator station as necessary to facilitate the development within the Development Area. The new natural gas distribution system would be designed in a joint trench and constructed in accordance with Pacific Gas and Electric's regulations, standards, and specifications.

New Telecommunications Systems. New telecommunications systems, including telephone and cable television, would be installed in the joint trenches within the backbone infrastructure streets. Additional empty conduits would be installed to accommodate the implementation of fiber optics by other service providers and other smart cities technologies. These systems would connect to the existing systems planned to be installed with the Site A Development and other existing facilities located in Main Street.

Phasing and Construction

The backbone infrastructure would be constructed in two phases, with demolition, grading and flood protection improvements preceding each phase, and utility and street infrastructure constructed prior to completion of vertical construction for each phase. Temporary improvements would be installed as needed to connect to adjacent facilities and roadways to provide access and utilities to the existing tenants within Alameda Point until future development occurs.

Phase 1

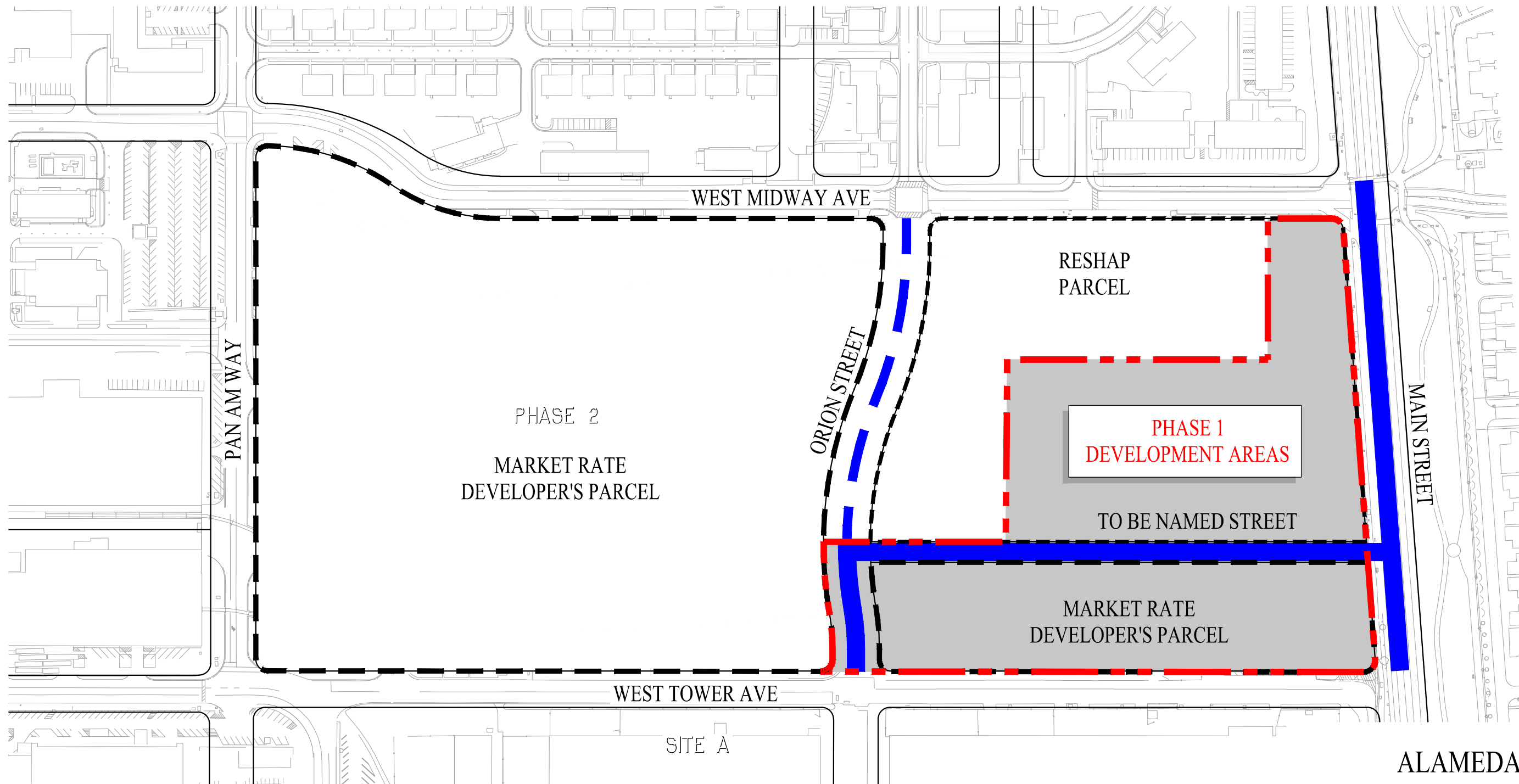
Phase 1 would involve the demolition, geotechnical measures, grading within Phase 1 Development Areas and the backbone infrastructure adjacent to those Phase 1 Development Areas as depicted on the attached figure. This would include utility and street improvements within Orion Street from West Tower Avenue to the To Be Named Street, Main Street from West Tower Avenue to West Midway Avenue and To Be Named street from Orion Street to Main Street. The West Tower Avenue frontage improvements from Main Street to Orion Street would be completed. Utility extensions beyond these Phase 1 streets will be necessary to connect to the nearest reliable facilities. This is anticipated to include segments of utilities in Orion Street from the To Be Named Street to West Midway Avenue as well as to the south to connect to the Site A Development Phase 1 infrastructure.

Phase 2






Phase 2 would involve the demolition, geotechnical measures, grading within Phase 2 Development Areas and the backbone infrastructure adjacent to those Phase 2 Development Areas as depicted on the attached figure. This would include utility and street improvements within Orion Street from West Midway Avenue to the To Be Named Street, West Midway Avenue from Main Street to Pan Am Way and Pan Am Way from West Tower Avenue to West Midway Avenue. The West Tower Avenue frontage improvements from Orion Street to Pan Am Way would be completed. Utility extensions beyond these Phase 2 streets may be necessary to connect to the nearest reliable facilities.

EXHIBIT D-2

BACKBONE INFRASTRUCTURE PHASING MAP



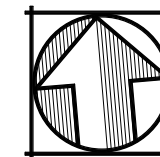
LEGEND

-  RESHAP PARCEL
-  MARKET RATE DEVELOPER'S PARCEL
-  BACKBONE UTILITY EXTENSIONS
-  BACKBONE INFRASTRUCTURE
-  PHASE 1 DEVELOPMENT AREAS

**ALAMEDA POINT
PHASE 1 BACKBONE
INFRASTRUCTURE
MAIN STREET NEIGHBORHOOD**

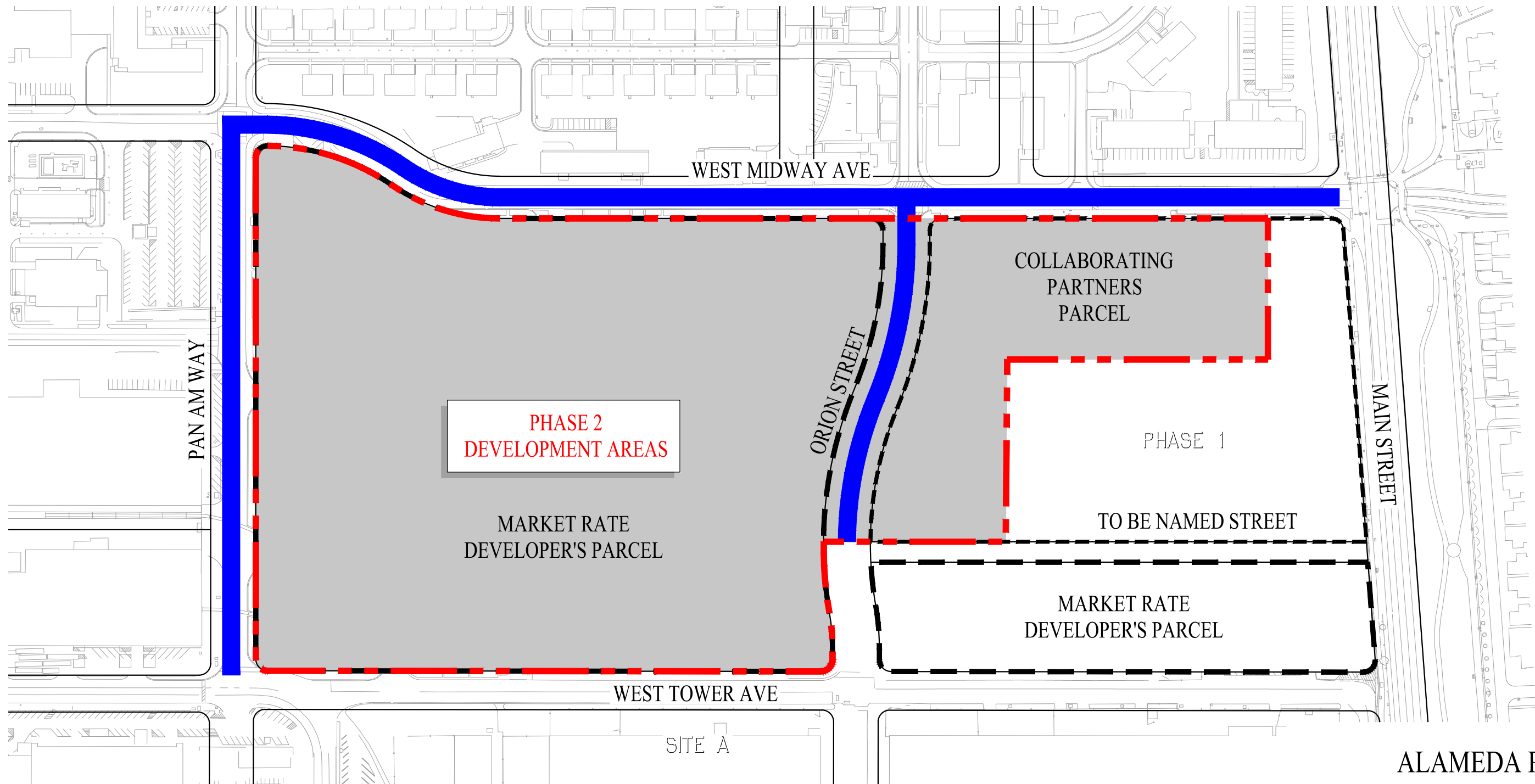
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: MARCH 28, 2018 SCALE: 1" = 180'



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SACRAMENTO, CALIFORNIA (916) 375 - 1877



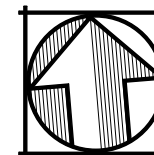
LEGEND

-  COLLABORATING PARTNERS PARCEL
-  MARKET RATE DEVELOPER'S PARCEL
-  BACKBONE INFRASTRUCTURE
-  PHASE 2 DEVELOPMENT AREAS

**ALAMEDA POINT
PHASE 2 BACKBONE
INFRASTRUCTURE
MAIN STREET NEIGHBORHOOD**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: JANUARY 26, 2018 SCALE: 1" = 180'



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EXHIBIT E

MITIGATION MONITORING AND REPORTING PROGRAM AND ENVIRONMENTAL
CHECKLIST

CITY OF ALAMEDA

ENVIRONMENTAL CHECKLIST FOR STREAMLINED REVIEW

Pursuant to California Public Resources Code Sections 21083.3 and CEQA Guidelines and 15183

Project Title: South of West Midway Project Development Area, including Rebuilding the Existing Supportive Housing of the Alameda Point (RESHAP) Project and Market Rate Development Project

Lead Agency: City of Alameda
2263 Santa Clara Street
Alameda, CA 94501

Contact Person: Andrew Thomas, Assistant Community Development Director
2263 Santa Clara Street
Alameda, CA 94501
Phone: (510) 747-6881

Project Sponsor: Alameda Point Collaborative
Doug Biggs, Executive Director
677 West Ranger Avenue
Alameda, CA 94501
(510) 898-7849

Building Futures with Women and Children
Liz Varela, Executive Director
1395 Bancroft Avenue
San Leandro, CA 94577
(510) 357-0205

Operation Dignity
Marguerite Bachand, Executive Director
3850 San Pablo Avenue, Suite 102
Emeryville, CA 94608
(510) 287-8465

MidPen Housing Corporation
Jan M. Lindenthal, Vice President, Real Estate Development
303 Vintage Park Drive, Suite 250
Foster City, CA 94404
Phone: (650) 356-2900

General Plan Designation: Primarily Residential (also known as West Neighborhood Sub-area)

Zoning: Main Street Neighborhood (AP-MS) Sub-district

1.0 PROJECT SUMMARY

The Main Street Neighborhood Specific Plan (Main Street Plan)¹ envisions development of the South of West Midway (SWM) Project as a transit-oriented mixed-use project that helps realize the City of Alameda's vision for the development of Alameda Point. Development of the proposed mixed-use SWM Project on Alameda Point (proposed project) would entail the redevelopment of approximately thirty-two (32) acres of the former Alameda Point Naval Air Station (NAS Alameda), entirely within the Main Street Plan area. At full buildout, the proposed project would comprise 291 market rate and moderate income residential units and 267 affordable housing units for the supportive housing groups that currently occupy old deteriorating Navy Housing, and up to 340,000 square feet of commercial and retail uses. New utilities and infrastructure and new streets and streetscape improvements would be constructed for the entire SWM Project area by the market rate developer on the project site in phases prior to any vertical development.

2.0 BASIS FOR STREAMLINING

Implementation of the Alameda Point Project (APP), including the development of the Main Street Plan area, was analyzed in the Alameda Point Project Environmental Impact Report (AP EIR).² This allows the use of the California Environmental Quality Act (CEQA) streamlining and/or tiering provisions, pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183, for projects developed under the Main Street Plan.

In addition, none of the conditions for preparation of a subsequent EIR per Section 15162(a) would apply to the proposed project, as described below, allowing for streamlining of the project:

1. The proposed SWM Project does not involve substantial changes that would require major revisions to the AP EIR. As described below under Section 3.1, the AP EIR evaluated buildout of approximately 5.5 million square feet of developed space consisting of 3,060,500 square feet of manufacturing/warehouse uses; 1,627,500 square feet of office/business park/institutional uses; 812,000 square feet of retail/commercial uses; 1,425 residential units; 250 acres of parks and open space; a new ferry terminal, and 530 marina slips. As described under Project Description in the Environmental Checklist below, the proposed SWM Project would represent less development than evaluated in the AP EIR, consisting of up to 291 market rate and moderate-income residential units, 267 affordable residential units and up to 340,000 square feet of retail and commercial uses. When combined with proposed uses, SWM Project is less than the 1,425 residential cap for Alameda Point and well below commercial use maximums. No new significant environmental effects or substantial increase in the severity of previously identified significant effects would result from the proposed SWM Project as outlined in the Environmental Checklist below.
2. There are no substantial changes in the circumstances of the project. The existing conditions described in the AP EIR adequately describe the environment, and the circumstances of the proposed SWM Project, including the RESHAP and Market Rate Development Projects, are consistent with the analysis in the AP EIR. No new significant environmental effects or substantial increase in the severity of previously identified significant effects would result from the proposed

¹ The Main Street Plan is a specific plan adopted pursuant to Government Code Section 65450 *et seq.* for the implementation of the City of Alameda's vision for the heart of the former NAS Alameda and fulfills the requirement that an overall Master Plan be adopted for the Main Street Neighborhood (AMC 30-4.24 Alameda Point).
Urban Planning Partners, et al., 2017. Main Street Neighborhood Specific Plan. Final Report, March 2017

² ESA, 2013. APP Environmental Impact Report. SCH No. 2013012043. Certified February 4, 2014.

SWM Project, including the RESHAP and Market Rate Development Projects, as outlined in the Environmental Checklist below.

3. There is no new information of substantial importance that was not known and could not have been known at the time the AP EIR was certified. As outlined in the Environmental Checklist below, the Project would not have more significant effects, or significant effects that are substantially more severe than shown in the AP EIR. No mitigation measure or alternatives identified in the AP EIR that are found to be infeasible would be feasible, nor are considerably different mitigations or alternatives available that would substantially reduce significant effects.

The attached Checklist evaluates the potential project-specific environmental effects of the proposed project, and evaluates whether such impacts were adequately covered by the AP EIR, consistent with CEQA Guidelines Section 15183, described below. This Checklist hereby incorporates by reference the AP EIR analysis of all potential environmental impact topics, including all background information it contains regarding the environmental setting of the APP. The AP EIR is available for review at the offices of the Planning Division in the City of Alameda's Community Development Department, located at 2263 Santa Clara Avenue. In addition, an electronic copy of the AP EIR is available on the City's website at: <http://alamedaca.gov/alameda-point/eir>.

2.1 CEQA Guidelines Section 15183

Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 allow streamlined environmental review for projects that are "consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified..., except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." (Section 15183(a).)

Section 15183(c) specifies that "[i]f an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, ... then an additional EIR need not be prepared for the project solely on the basis of that impact."

Section 15183(b) states that "[i]n approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis: (1) [a]re peculiar to the project or the parcel on which the project would be located[;] (2) [w]ere not analyzed as significant effects in a prior EIR on the zoning action, general plan or community plan with which the project is consistent[;] (3) [a]re potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action[;] or (4) [a]re previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR."

Section 15183(d) further states that the streamlining provisions of this section "shall apply only to projects which meet the following conditions: (1) [t]he project is consistent with: (A) [a] community plan adopted as part of a general plan, (B) [a] zoning action which zoned or designated the parcel on which the project would be located to accommodate a particular density of development, or (C) [a] general plan of a local agency, and (2) [a]n EIR was certified by the lead agency for the zoning action, the community plan, or the general plan."

2.2 Applicability of Section 15183 to SWM Project

The proposed SWM Project would be consistent with the General Plan designations and zoning for the site described in the Main Street Plan, as outlined below, and would meet the requirements for streamlining under CEQA Guidelines Section 15183(d)(1), described above.

- The land use designation for the SWM Project is mixed-use residential in the Alameda Point sub-area formerly known as the West Neighborhood in the General Plan. The Alameda Point Chapter of the General Plan designates a majority of the project site as mixed-use residential and allows multi-family residential, commercial, retail, office, open space, education/assembly and other supporting uses.
- The SWM Project is zoned Main Street Neighborhood (AP-MS), which provides for a diverse mix of housing types, community services, urban agriculture and commercial uses. As laid out in the Main Street Plan, the project site's land use designation is: Residential Mixed Use (RMU).
- The proposed project would be consistent with the two-fold goal specified in the Main Street Plan, as follows:
 - 1) *To create a mixed-use and mixed-income residential neighborhood with an emphasis on small-scale neighborhood-serving uses, compatible specialty manufacturing and light industrial uses, urban agriculture, open space, varied housing, and community services that complement and support the sub-district and Alameda Point as a whole; and*
 - 2) *Ensure the existing supportive housing accommodations are rebuilt and well-integrated with in the Plan Area and future development for the Alameda Point Collaborative (APC), Building Futures for Women and Children, and Operation Dignity (collectively referred to as "The Collaborating Partner").*
- The project site has maximum height up to 4 stories, consistent with the Main Street Plan.
- As defined in the AP EIR, the maximum allowable build-out for Alameda Point is 1,425 residential units, 250 acres of parks and open space, 812,000 square feet of retail/commercial service, 3,060,500 square feet of manufacturing/warehouse, and 1,627,500 square feet of office/business park/institutional and density and intensity of uses can be shared among use categories and planning areas. The proposed project would include 291 market rate and moderate income residential units, 267 affordable residential units and up to 340,000 square feet of retail and commercial uses. When combined with proposed uses, the SWM Project is less than the 1,425 residential cap for Alameda Point and well below commercial use maximums. Development of the project site, as proposed, is consistent with the land use requirements, as analyzed in the AP EIR and the Main Street Plan.

The Main Street Plan requires multi-family residential housing to obtain a waiver from the City's prohibition of multiple dwelling units specified in AMC 30-53, by submitting a density bonus application. The proposed SWM Project would comply with these requirements. The AP EIR was prepared for the Main Street Plan and was certified by the City Council on February 4, 2014, as described further in Section 3, consistent with the requirements for applicability of streamlining under CEQA Guidelines Section 15183(d)(2), described above.

Therefore, the proposed project is eligible for streamlined environmental review under California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183.

3.0 ALAMEDA POINT EIR

3.1 Background

The AP EIR evaluated the potential environmental impacts associated with the redevelopment and reuse of the 878 acres of land and approximately 1,229 acres of water at the former NAS Alameda, at the western end of the City of Alameda. The APP evaluated in the EIR includes:

- Adoption of a Master Infrastructure Plan for the replacement, reconstruction, and rehabilitation of deteriorated and substandard infrastructure, buildings, and shoreline protections;
- Rehabilitation and new construction of open space, parks, and trails for public enjoyment;
- Rehabilitation, reuse, and new construction of approximately 5.5 million square feet of commercial and workplace facilities for approximately 8,900 jobs;
- Maritime and water-related recreational uses in and adjacent to the Seaplane Lagoon, including a new ferry terminal;
- Rehabilitation and new construction of 1,425 residential units for a wide variety of household types for approximately 3,240 residents; and
- Adoption of a General Plan Amendment, a Zoning Ordinance Amendment, and precise plans that create planning sub-districts in Alameda Point to facilitate a seamless and integrated mixed-use, transit-oriented community consistent with the existing General Plan and Reuse Plan.

The Development Program analyzed in the AP EIR is based on development assumptions outlined therein for the following four subareas defined in the AP EIR: Town Center and Waterfront; Main Street Neighborhood; Adaptive Reuse; and Enterprise. As described in the AP EIR, the development increments may be moved from one sub-area to another to optimize development opportunities and to address site-specific conditions; and are not specifically tied to any one sub-area.

At full buildout, the APP would result in approximately 5.5 million square feet of developed space consisting of 3,060,500 square feet of manufacturing/warehouse uses; 1,627,500 square feet of office/business park/institutional uses; 812,000 square feet of retail/commercial uses; 1,425 residential units; 250 acres of parks and open space; a new ferry terminal, and 530 marina slips.

In February 2014, the Alameda City Council approved a Master Infrastructure Plan, General Plan Amendment, and Zoning Ordinance Amendment, and certified the AP EIR; in May 2014, the Council approved the Alameda Point Transportation Demand Management Plan; and in March 2017, the Council approved the Main Street Plan as part of the required entitlement process for potential development at Alameda Point.

Development of the Main Street Plan area was analyzed in the AP EIR. Land uses designated for the Main Street Neighborhood would include (among others) multi-family residential, commercial, retail, office, open space, education/assembly and other supporting uses and residential building types (such as work-live, stacked flats, multiplex, and row houses).

3.2 Potential Environmental Effects Identified

The AP EIR analyzed the following environmental resource topics: land use consistency and compatibility; population and housing; transportation and circulation; cultural and paleontological resources; biological

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resources; air quality and greenhouse gases; noise; geology, soils, and seismicity; hydrology and water quality; hazards and hazardous materials; aesthetics; public services and recreation; and utilities and service systems.

Significant and unavoidable impacts, even with implementation of mitigation measures, were identified in the AP EIR for the following environmental resource topics: transportation and circulation; cultural resources; air quality and greenhouse gases; and noise. In addition, the AP EIR identified mitigation measures that would reduce significant impacts to less-than-significant levels for the following resources: biological resources; geology, soils, and seismicity; hydrology and water quality; hazards and hazardous materials; aesthetics; and utilities and service systems.

Mitigation measures applicable to the development of SWM Project from the approved Mitigation Monitoring and Reporting Program for the AP EIR are listed in Attachment A. As described for each environmental resource topic in the Checklist, with implementation of these mitigation measures, the proposed project would not result in significant impacts beyond those analyzed in the AP EIR. All of the mitigation measures identified in the EIR were adopted and incorporated into the APP by Resolution No. 14891.

4.0 PROJECT DESCRIPTION

4.1 Overview

The Main Street Neighborhood Specific Plan (Main Street Plan) envisions the SWM Project as a transit-oriented mixed-use project that helps realize the City of Alameda's vision for the development of Alameda Point. Development of the proposed mixed-use SWM Project, including RESHAP and Market Rate Projects on Alameda Point (proposed project), would entail the redevelopment of an approximately 32-acre portion of the former NAS Alameda. The proposed project at full buildout would include 291 market rate and moderate-income residential units, 267 affordable residential units, and up to 340,000 square feet of retail and commercial uses. The total number of residential units and commercial/retail square footages are an estimated maximum. The square footage of actual constructed uses may be slightly less, as summarized in Table 1. New infrastructure, including utilities and streets, would be constructed within the project site by the market rate developer. Combined with proposed uses, SWM Project has less than the 1,425 residential cap and far less than the maximum square footages for commercial use.

The proposed project would be developed as two Market Rate Project phases and four RESHAP Project phases: as envisioned and specified in the Disposition and Development Agreement for RESHAP, the entire proposed project may be constructed by 2030, although it may be completed prior to that depending on market conditions. Phasing and development implementation are dependent on market condition, however the first phase of RESHAP would entail construction of approximately 95 affordable residential units, and approximately 19,000 square feet of community gathering space and private open space. The second phase of RESHAP would include approximately 52 residential units, and approximately 8,500 square feet of private open space. The first two phases would be preceded by completion of the first phase of backbone infrastructure construction.¶ The third phase would include 73 residential units and approximately 10,000 square feet of private open space. The fourth phase would include a mixed use building with approximately 40,000 square feet on the ground floor and approximately 46 residential units above. Infrastructure improvements for the entire SWM Project area would precede any vertical construction and would be constructed by a market rate developer in two phases. The Market Rate Project improvements would total 291 market rate and moderate-income units and up to 300,000 square feet of commercial and retail uses.

This Checklist addresses all phases of the SWM Project, based on the information available at this time. City design review and approval of the subdivision map for proposed project phases may include modifications to the plans as considered and evaluated; subsequent CEQA review for consistency with the certified EIR may occur at that time, depending on the extent of those modifications. The project approvals required for SWM Project are listed below under Section 6. The RESHAP Project obtained development plan approval in September 2017.

4.2 Project Location

The project site on which the SWM Project will be located is an approximately 32-acre area on Alameda Point, the former NAS Alameda west of Main Street at the western end of Alameda Island, in the City of Alameda, California, as shown on Figure 1.

The SWM Project is located along Main Street on the east, West Tower Avenue on the South, and Pan Am Way on the west and West Midway Avenue on the north.

The site is accessible from Interstate 880, which is approximately 2.5 miles to the north of the site; regional access to the SWM Project is via State Route 260 through the Webster-Posey Tube, connecting the island of Alameda and the City of Oakland, approximately 2 miles to the northeast of the site. The Alameda Main Street public ferry terminal is 1 mile to the north of the SWM Project.

4.3 Existing Conditions

The SWM Project area is relatively flat, with sparse vegetation, and is occupied by structures and other vestiges of the military activities that took place at NAS Alameda during its operation from 1940 to 1997. The site is predominantly paved with asphalt; it is developed with old Navy housing, a former commissary building and other industrial and commercial buildings and structures scattered across the site. West Midway Avenue serves as the primary access road to the site from Main Street.

Figure 1



Table 1
Existing and Proposed Buildings and Uses

Project Phase	Approx. acreage	Existing Building Number ¹ / Square Feet/Height ²	Proposed Use/Building Type	Building Square Footage, Units, or Acres/Parking Spaces	Building Height ²	Number of Stories
RESHAP Phase 1	+/- 3	Building 152 (portion)	Residential/Townhomes /Apartments	Townhomes - +/-19 units Apartments - +/- 76 units up to 93 on-street spaces	30' 35'	2-story 3 story
RESHAP Phase 2	+/- 1.5	Vacant buildings	Residential/Apartments/	Apartments - +/-53 units up to 52 spaces	35'	3-story
RESHAP Phase 3	+/- 1.5	Vacant Buildings	Residential/Apartments	Apartments -73 units, up to 52 spaces	35'	3-story
RESHAP Phase 4	+/- 3	Building 152 (portion)	Residential/Mixed Use	Townhomes over retail +/- 46 units, 40,000 sf community-serving commercial 10,000 sf community space/barn, up to 25 spaces	25'	2-story
Future Market Rate Phases	+/- 22		Residential/Mixed Use	291 market and moderate residential Units Up to 300,000 square feet commercial/retail	Up to 45'	Up to 4 stories

Total		Residential: 558 units Parking spaces: up to 659 spaces Commercial : Up to 340,000 square feet
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The SWM Project area consists of a large unmapped area that will be subdivided into the Market Rate Project and RESHAP Project. The RESHAP Project is a phased supportive housing development which was approved by the Planning Board in September 2017 and required no further environmental review under the streamlining provision of Public Resources Code Section 21083.3 and Section 15183 of the *CEQA Guidelines*.

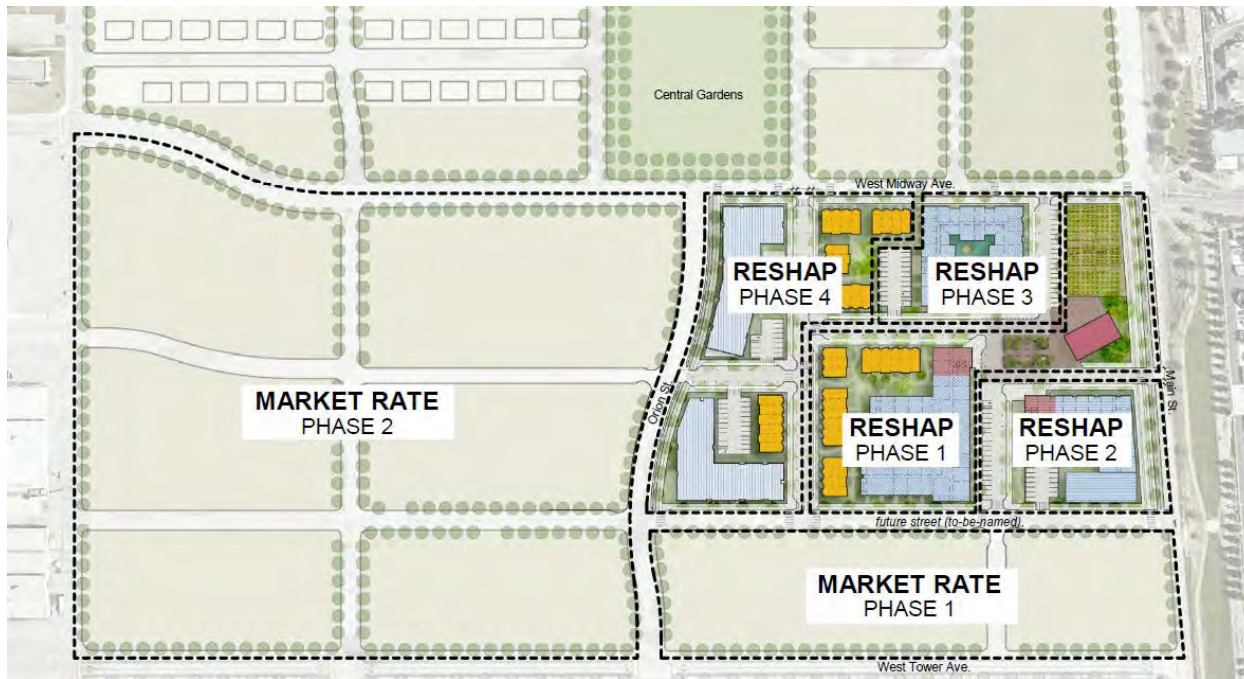
Cartwright Substation is a 115/12.47-kilovolt (kV) substation at the southeastern corner of the site that provides local electric distribution to Alameda Point and portions of the surrounding areas to the east. This substation would remain in service throughout the redevelopment of Alameda Point, including SWM Project.

As described in the Master Infrastructure Plan (MIP), the elevation of Alameda Point ranges from 1 foot to 8 feet. Areas generally between West Midway Avenue and West Tower Avenue are also in the 100-year tide, and are therefore also vulnerable.

As described in the AP EIR, Alameda Point contains or contained contaminated soils and groundwater associated with past industrial, manufacturing and military activities and uses. The Navy is responsible for remediation before transfer to the City. Since 2013, the Navy has transferred approximately 1,600 acres of land and submerged lands, which included the entire SWM Project area. The area is unrestricted for residential use except one small area in the southeast quadrant of the RESHAP Project area which is going through final clean up by the Navy, when it will be available for unrestricted use. In addition, as described in the AP EIR, the site is underlain by a layer of sediment (referred to as the Marsh Crust) that was deposited from the late 1800s to the 1920s, and was contaminated with semi-volatile organic compounds. The City’s Marsh Crust Ordinance applies to excavation on the SWM Project area.

4.4 Project Characteristics

Consistent with the Main Street Plan and Chapter 3, Project Description, of the AP EIR, the SWM Project is proposed for a mixed-use, transit-oriented, residential/commercial development, and would serve as market rate and moderate income housing, affordable housing for the three supportive housing organizations at Alameda Point and commercial uses. As shown on Figure 2, at full buildout, the proposed project would include 291 market rate and moderate-income residential units, 267 affordable residential units, and up to 340,000 square feet of commercial/retail uses. As shown in Table 1 and Figure 2, the proposed project would be developed in four RESHAP phases and two market rate phases.

Figure 2

As stated above, the proposed project would include 291 market rate and moderate-income units, 267 affordable residential units and up to 340,000 square feet of commercial/retail uses. **Table 2** compares the estimated number of housing units, resident population, and jobs identified in the AP EIR to the approved Site A project and proposed SWM Project.

Based on the current plans, including the approved Site A project and the proposed project, together the projects would provide a total of 1,358 household units, which is 67 fewer household units than the 1,425 residential cap which is programmed for the APP in the AP EIR. Multiplying the proportional rate of household population (2.23 persons/household) to housing units for Site A and the proposed project, the projects together yield a total household population of about 3,028 persons. This is 212 fewer residents than was estimated in the AP EIR or 93 percent of the residents anticipated in the AP EIR.

To determine estimated employment for the proposed project, a proportional rate of estimated jobs per retail/commercial development capacity (square footage) was also used. The proportional rate was based on the figures used in the AP EIR, which indicated the APP would rehabilitate, reuse, and construct approximately 5.5 million square feet of commercial and workplace facilities for approximately 8,900 jobs. Dividing the total number of proposed retail/commercial space over the number of estimated jobs, the proportional rate of development capacity to jobs is about 618 square feet per job. Because the proposed project combined with Site A would include a total of up to 940,000 square feet of commercial/retail development, dividing the total retail/commercial development by 618 square feet per job equates to an estimated total 1,520 jobs associated with the commercial component of the projects. This is approximately 7,388 fewer jobs than programmed for the AP EIR or 17% of the total jobs anticipated in the AP EIR.

TABLE 2
TOTAL HOUSEHOLD UNITS, HOUSEHOLD POPULATION, AND TOTAL EMPLOYMENT
PROJECTIONS FOR ALAMEDA POINT AND SWM PROJECT

Project Type	Housing Units	Resident Population	Total Employment (Jobs)
AP EIR	1,425	3,240	8,909
Site A	800	1,784	971
Market Rate and Moderate Income Residential Mixed-Use	291	649	485
RESHAP	267	595	65
Difference	67	212	7,388

This section describes the elements of the proposed project as follows: (1) proposed new buildings and (3) proposed infrastructure improvements, including streetscape and circulation, and utilities.

4.4.1 New Buildings

Nine residential mixed-use building types could be constructed, consistent with the Main Street Plan under the proposed project, as listed below.

- Commercial Block (small)
- Live-Work
- Stacked Flat
- Multiplex
- Row House
- Courtyard Housing
- Single Family Detached
- Carriage House
- Commercial

The commercial building type could have large spaces and volumes, which would be suitable for a variety of commercial and light-industrial uses, and could also be used for assisted living facilities and other uses consistent with the Main Street Plan.

4.4.2 Parks and Open Spaces

Parks and Open spaces would be consistent with the Main Street Plan and could be a mix of different types of open space including formal and informal gathering spaces, parks, passive open spaces, and urban agriculture.

4.4.3 Infrastructure Improvements

The following describes the required backbone infrastructure to be completed by the Market Rate Developer for the Development Areas within the Main Street Neighborhood bound by West Midway Avenue to the north, Pan Am Way to the west, West Tower Avenue to the south and Main Street to the east. The proposed backbone infrastructure improvements would be consistent with the Master Infrastructure Plan and the Main Street Neighborhood Specific Plan. The proposed backbone infrastructure improvements are generally described below. In addition, see the enclosed illustrative figures depicting the anticipated extents of the backbone infrastructure within each phase. The descriptions and figures are preliminary and subject to change through the Tentative Map process and once detailed designs are completed.

In addition to the proposed backbone improvements described below, the necessary improvements would be installed to maintain access and utility service to the existing tenants and areas within Alameda Point until the development of backbone infrastructure is complete.

Proposed infrastructure improvements would be consistent with the MIP³ for Alameda Point. General improvements are described below.

Backbone Infrastructure

The backbone improvements would include utility and street improvements to Orion Street, West Tower Avenue frontage, Pan Am Way, Main Street, West Midway Avenue and a To-Be-Named street between Orion Street and Main Street. The backbone infrastructure would also include the site demolition and grading for the SWM Project, which includes both the Market Rate and RESHAP Project development areas (Development Areas). This backbone infrastructure is further described below.

Streetscape, Circulation, and Parking

The backbone infrastructure would be developed with a “complete streets” transportation network that would support a variety of modes of transportation, and would provide pedestrian, bicycle, and transit facilities. There will be the reconstruction of existing roadways and new roadways, resulting in a grid street network consistent with the Main Street Plan.

West Tower Avenue along the south side of Main Street Neighborhood is planned to be constructed by the Site A Development. The proposed backbone improvements for the Main Street Neighborhood would include completing the project frontage improvements to West Tower Avenue, including the north side sidewalks and landscape improvements. Pan Am Way, from West Tower Avenue to West Midway Ave, and West Midway Avenue, from Main Street to Pan Am Way, would be reconstructed. Also, Orion Street from West Tower Avenue to West Midway Avenue would be reconstructed. A new To-Be-Named Street between Orion Street and Main Street would be constructed.

Main Street from West Tower Avenue to West Midway Avenue would be reconstructed. The project frontage along Main Street would be landscaped, and the portion of the Bay Trail would be installed. Intersection improvements would be made at West Midway Avenue and Main Street to improve signalization, and vehicular, pedestrian, and bicycle circulation.

The backbone infrastructure streets would be constructed to the City of Alameda standards and specifications.

³ Carlson, Barbee, Gibson, Inc., 2014. Master Infrastructure Plan, Alameda Point, Alameda, California. March 31.

Transportation Demand Management Measures

The Main Street Neighborhood would implement transportation demand management measures consistent with the Alameda Point Transportation Demand Management Plan. The measures would include the installation of parking meters within the backbone infrastructure. Other transportation demand measures that would be implemented with the development include bike sharing stations and others consistent with the Alameda Point Transportation Demand Management Plan.

Utilities and Site Improvements

The MIP describes the planned backbone infrastructure, anticipated to consist of new infrastructure installed to support the land uses in the Main Street Neighborhood, including both the Market Rate and Collaborating Partners Parcels. The backbone infrastructure is the major framework of streets and utilities, based on the street grid within the Main Street Neighborhood.

The MIP outlines potential corrective geotechnical and flood protection improvement measures. In addition, the proposed utility systems described in the MIP include stormwater, wastewater, potable water, recycled water, electrical, natural gas, and telecommunication systems. Each of these systems necessary for the Development Area is anticipated to connect to proposed public infrastructure planned to be constructed by the Site A Development and other existing reliable infrastructure within Main Street.

Demolition, Flood Protection, Sea-Level Rise Strategy, Soil Improvements, and Site Grading. The backbone infrastructure includes the demolition and abatement of existing structures and improvements within the Development Areas. The existing utilities within the Development Areas would either be abandoned in place or removed, depending on the geotechnical engineer's recommendations and approval from the City of Alameda. Consistent with the EIR and MIP evaluated therein, the backbone infrastructure would complete site grading within the Development Areas to establish seismically stable building pads that provide flood and sea-level rise protection. The building pad elevations within the Development Areas would be graded to a minimum elevation of 5.1 feet (City Datum), based on the MIP design criteria 100-year tide, plus 24-inch sea-level rise. The backbone infrastructure includes the geotechnical corrective measures necessary to stabilize the building sites within the Development Areas in conformance with engineering calculations and may include soil improvement techniques such as soil treatment, soil densification and / or a surcharging program. The backbone infrastructure site grading would include delivering geotechnical and elevation certified building pads throughout the Development Areas, along with any soil import or export necessary to achieve the required elevations. Erosion and sediment control measures would also be included as necessary to complete the site grading.

Stormwater. A new stormwater collection system would be constructed within the backbone infrastructure streets and connecting to the stormwater system planned to be constructed by Site A. The new stormwater system would consist of pipelines, manholes, inlets and trash capture devices. The new stormwater system would be designed to convey the 25-year design storm with 6 inches of minimum freeboard. Additionally, the system would accommodate the 100-year storm, with a maximum ponding in the streets of up to the top of curb at low points in the street profiles. The proposed project would implement green street designs for the management and treatment of backbone street stormwater runoff within the backbone streets. The proposed stormwater system would be constructed to the City of Alameda standards and specifications.

Potable Water Improvements. The existing water system would be replaced with a new potable water distribution system within the backbone infrastructure streets. The proposed distribution pipelines would connect to the existing East Bay Municipal Utility District (EBMUD) water facilities in Main Street and those planned to be constructed in West Tower Avenue and West Midway Avenue by the City of Alameda Reuse Area Infrastructure Replacement Project. The proposed water system would range in size from 8 inches to potentially 12 inches in diameter. The proposed water distribution facilities, including fire

hydrants, would be installed in the backbone infrastructure streets, providing potable and fire water to the proposed project. The potable water facilities would be designed and constructed in accordance with EBMUD's regulations, standards, and specifications.

Wastewater. A new wastewater collection system would be constructed within the backbone infrastructure streets to replace the existing wastewater system within the Development Areas. The proposed collection system would include gravity pipelines ranging in size from 8 inches to 12 inches in diameter, and connect to the wastewater improvements planned to be installed with the Site A Development. The proposed wastewater system would be constructed to the City of Alameda standards and specifications.

Recycled Water. A new recycled water system would be constructed within the backbone infrastructure streets as determined by EBMUD. The network of recycled water pipelines would range in size from 6 to 12 inches to serve the open space and public landscaping. The recycled water facilities would be designed and constructed in accordance with EBMUD's regulations, standards, and specifications.

Electricity. A new electrical distribution system would be installed within the backbone infrastructure streets replacing the existing electrical facilities within the Development Areas. The proposed electrical system would connect to the Cartwright Substation, electrical facilities planned to be constructed by the Site A Development, as well as other reliable electrical facilities on Main Street. The proposed electric distribution system would consist of new underground conduits, vaults, boxes, pads, wires, transformers, switches, and other utility distribution equipment, including its supervisory control and data acquisition communication monitoring and controls. The electrical conduits and cables would be placed in a joint utility trench along the backbone streets. This trench would also accommodate the natural gas, telephone, cable television, possible ancillary fiber optic cable systems, and streetlight facilities. The new underground electric distribution system and joint utility trench would be designed and constructed in accordance with Alameda Municipal Power's regulations, standards, and specifications. The existing 115kV pole line along Main Street would remain.

Natural Gas. A new natural-gas-distribution system would be installed within the backbone infrastructure streets, replacing the existing natural gas system. This system would connect to the gas distribution system planned to be installed with the Site A Development. The backbone infrastructure improvements would include modifying the existing regulator station as necessary to facilitate the development within the Development Area. The new natural gas distribution system would be designed in a joint trench and constructed in accordance with Pacific Gas and Electric's regulations, standards, and specifications.

New Telecommunications Systems. New telecommunications systems, including telephone and cable television, would be installed in the joint trenches within the backbone infrastructure streets. Additional empty conduits would be installed to accommodate the implementation of fiber optics by other service providers and other smart cities technologies. These systems would connect to the existing systems planned to be installed with the Site A Development and other existing facilities located in Main Street.

4.5 Phasing and Construction

The backbone infrastructure would be constructed in two phases, with demolition, grading and flood protection improvements preceding each phase, and utility and street infrastructure constructed prior to completion of vertical construction for each phase. Temporary improvements would be installed as needed to connect to adjacent facilities and roadways to provide access and utilities to the existing tenants within Alameda Point until future development occurs.

Phase 1 Infrastructure

Phase 1 would involve the demolition, geotechnical measures, grading within Phase 1 Development Areas and the backbone infrastructure adjacent to those Phase 1 Development Areas as depicted on the attached figure. This would include utility and street improvements within Orion Street from West Tower Avenue to the To-Be-Named Street, Main Street from West Tower Avenue to West Midway Avenue and To-Be-Named Street from Orion Street to Main Street. The West Tower Avenue frontage improvements from Main Street to Orion Street would be completed. Utility extensions beyond these Phase 1 streets will be necessary to connect to the nearest reliable facilities. This is anticipated to include segments of utilities in Orion Street from the To-Be-Named Street to West Midway Avenue as well as to the south to connect to the Site A Development Phase 1 infrastructure.

Phase 2 Infrastructure

Phase 2 would involve the demolition, geotechnical measures, grading within Phase 2 Development Areas and the backbone infrastructure adjacent to those Phase 2 Development Areas as depicted on the attached figure. This would include utility and street improvements within Orion Street from West Midway Avenue to the To Be Named Street, West Midway Avenue from Main Street to Pan Am Way and Pan Am Way from West Tower Avenue to West Midway Avenue. The West Tower Avenue frontage improvements from Orion Street to Pan Am Way would be completed. Utility extensions beyond these Phase 2 streets may be necessary to connect to the nearest reliable facilities.

Development Construction

The SWM Project would be constructed in two Market Rate phases and four RESHAP phases, with demolition and grading preceding each phase, and utility and street infrastructure constructed prior to completion of vertical construction for each phase. Approximately 111,700 square feet of existing buildings would be demolished. Temporary improvements would be installed as needed to connect to adjacent facilities and roadways to provide access and utilities until future development occurs.

Market Rate Phases

Would involve construction of residential and commercial uses consistent with the Main Street Plan. The number of units would be within the General Plan residential housing cap for Alameda Point. Housing types, heights, and design would be consistent with the Development and Design Guidelines in the Main Street Plan.

RESHAP Phase 1

Phase 1 would generally involve the construction of townhome and apartment buildings, and open space between Main Street on the east and Orion Way on the west, roughly in the middle of the RESHAP Project site. Construction may include a community plaza and community gathering space barn.

RESHAP Phase 2

Phase 2 would involve the construction of an apartment, parking and private open space at the southern corner for project site, west of Main Street, east of the Phase 1 building and north of a new local street.

RESHAP Phase 3

Phase 3 would involve the construction of an apartment building with private open space and parking located South of West Midway and west of Main Street.

RESHAP Phase 4

Phase 4 would involve the construction of a mixed-use building along Orion Way with community-serving retail on the ground floor and townhomes above.

4.6 Project Approvals

4.6.1 City of Alameda

- Disposition and Development Agreement specifying the price and terms of payment for project and development obligations.
- Development Agreement vesting the rights to develop the project site, as set forth under the terms of that agreement. The RESHAP Development Agreement was approved by the Planning Board on March 26, 2018.
- Development Plan including a detailed site plan, with backbone and in-tract street alignments and sections, building footprints and massing, landscape concepts, and a phasing plan, pursuant to Section 30-4.13 (j) of the Alameda Municipal Code. The RESHAP Development Plan was approved on September 25, 2017 with no further CEQA required.
- Tentative and Final Maps, Design Review, and Conditional Use Permits or variances, if determined necessary, for each phase of development.
- Density bonus waiver for construction of multi-family housing, and Affordable Housing Unit Plan. RESHAP's density bonus waiver was approved by the Planning Board on September 25, 2017.
- Site Management Plan providing guidelines for development activities to be conducted in a manner to protect the health and safety of workers, residents, visitors, and the environment.
- Infrastructure Improvement Plans for the improvement of the onsite and adjacent offsite streets, open space, wastewater, stormwater, potable water, recycled water, power, natural gas, and communications facilities for each phase of development.
- Excavation permit per City of Alameda Marsh Crust Ordinance.
- A design-level geotechnical analysis to confirm that the necessary corrective measures would be prepared as part of the design process of proposed improvements.
- Transportation Demand Management Plan Compliance Strategy.
- Demolition, grading, and building permits.
- The City of Alameda Public Works Department and Alameda Municipal Power would be responsible for reviewing and approving each of their respective components of the proposed infrastructure improvements with each development.
- All proposed improvements and structures would be compliant with the avoidance and minimization measures outlined in the Biological Opinion issued by the U.S. Fish and Wildlife Service; the Declaration of Restrictions recorded on the Alameda Point property; and a Memorandum of Agreement with the Veterans' Administration for lighting mitigation measures related to protecting the least tern colony in the Veterans' Administration property. The City of Alameda would review all proposed improvements to ensure compliance.

4.6.2 Other Agencies

- Regional Water Quality Control Board- Section 401 - Water quality certification and stormwater management requirements
- Bay Area Quality Management District – Permit for asbestos abatement activities.
- EBMUD – Review and approval of proposed water, wastewater, and recycled water infrastructure improvements.
- Pacific Gas and Electric Company – Review and approval of proposed electrical and natural gas infrastructure improvements.

5.0 EVALUATION OF ENVIRONMENTAL EFFECTS

This Checklist compares the potential environmental impacts that may result from implementation of the proposed project to the effects previously identified for the APP to determine whether the proposed project's environmental impacts were adequately addressed in the AP EIR per CEQA Guidelines Sections 15162 and 15183, as described under Section 2.0, above.

The checkboxes in the Checklist indicate whether the proposed project would result in environmental impacts, as described below:

- **Equal or Less Severity of Impact than Previously Identified in AP EIR** – The severity of the specific impact of the proposed project would be the same as or less than the severity of the specific impact described in the AP EIR.
- **Substantial Increase in Severity of Previously Identified Significant Impact in AP EIR** – The proposed project's specific impact would be substantially greater than the specific impact described in the AP EIR.
- **New Significant Impact** – The proposed project would result in a new significant impact that was not previously identified in the AP EIR.

Where the severity of the impacts of the proposed project would be the same as or less than the severity of the impacts described in the AP EIR, the checkbox for Equal or Less Severity of Impact Previously Identified in AP EIR is checked. Where the checkbox for Substantial Increase in Severity of Previously Identified Significant Impact in AP EIR or New Significant Impact is checked, there are significant impacts that are:

- Peculiar to project or project site (CEQA Guidelines Section 15183(b)(1));
- Not analyzed as significant impacts in the previous EIR, including offsite and cumulative impacts (CEQA Guidelines Section 15183(b)(2), (b)(3));
- Due to substantial changes in the project (CEQA Guidelines Section 15162(a)(1));
- Due to substantial changes in circumstances under which the project will be undertaken (CEQA Guidelines Section 15162(a)(2)); or
- Due to substantial new information not known at the time the EIR was certified (CEQA Guidelines Sections 15162(a)(3) and 15183(b)(4)).

As described under Section 3.2, above, the AP EIR analyzed the following environmental resource topics, which are present in the Checklist below in the order that they are presented in the EIR, as follows: land use consistency and compatibility; population and housing; transportation and circulation; cultural and paleontological resources; biological resources; air quality and greenhouse gases; noise; geology, soils, and seismicity; hydrology and water quality; hazards and hazardous materials; aesthetics; public services and recreation; and utilities and service systems. The first section under each resource topic in the Checklist provides a summary of the potential environmental impacts that may result from the APP as evaluated in the AP EIR. The second section describes the proposed project and its consistency with the EIR, identifies applicable mitigation measures, and discusses the adequacy of the EIR analysis. For the purposes of this Checklist, it is assumed that the proposed project will be required to comply with all applicable mitigation measures identified in the AP EIR and adopted and incorporated into the Alameda Point Project, as described in the Checklist.

This Checklist hereby incorporates by reference the AP EIR discussion and analysis of all potential environmental impact topics; only those environmental topics that could have a potential project-specific environmental impact are included. The EIR significance criteria have been consolidated and abbreviated in this Checklist for administrative purposes; a complete list of the significance criteria can be found in the AP EIR.

1. Land Use Consistency and Compatibility Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Physically divide an established community;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the General Plan, specific plans, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural community conservation plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the AP EIR

The AP EIR determined that the APP would have less-than-significant project-level and cumulative land use impacts caused by the physical division of an established community; conflicts with applicable land use plans, policies, or regulations of an agency with jurisdiction over the project (including, but not limited to, the General Plan and zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect; or conflicts with applicable Habitat Conservation Plans or Natural Community Conservation Plans. Therefore, no mitigation measures related to potential land use impacts were required.

The Main Street Plan created form-based development standards, such as permitted building types and heights, and orientation and use regulations for the property, including permitted and conditional permitted uses.

Development of the SWM Project

Land uses designated for the Main Street Neighborhood include multi-family housing, commercial, light industrial, civic uses, retail. As described in the AP EIR and the Main Street Plan, new building types include commercial block, workplace commercial, and attached residential building types (such as work-live, stacked flats, multiplex, and row houses). At full buildout, the proposed project would include 291 market rate and moderate income units, 267 affordable residential units and up to 340,000 square feet of commercial uses, which would occupy new buildings. New utilities and infrastructure and new streets and streetscape improvements would be constructed on the project site. The project would improve connections interior to the SWM Project, and between the site and surrounding areas, by constructing additional streets and pathways, and multi-modal amenities such as bikeways and pedestrian improvements.

The project would be constructed in two Market Rate phases and four RESHAP phases. Development of the SWM Project would conform to the requirements of the General Plan Amendment, the Zoning Ordinance Amendment, consistent with the AP EIR, and the land use and development guidelines included in the Main Street Plan.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of SWM Project would not substantially increase the severity of the less-than-significant land use consistency and compatibility impacts identified in the AP EIR, nor would it result in new significant land use consistency and compatibility impacts that were not identified in the AP EIR.

2. Population and Housing Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Displace substantial numbers of existing people, necessitating the construction of replacement housing elsewhere.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the AP EIR

The AP EIR determined that the APP would have less-than-significant project-level and cumulative population and housing impacts related to direct or indirect inducement of substantial population or housing growth; displacement of substantial population or housing; and additional population, housing, or employment growth, or displacement of existing residents or housing units, on a regional level. Therefore, no mitigation measures related to potential land use impacts were required.

Housing and development as analyzed in the EIR would include approximately 1,425 residential units, of which 1,158 would be new units and 267 are existing single-family and multi-family housing units, resulting in approximately 3,240 persons. The EIR also analyzed approximately 5.5 million square feet of employment-generating uses in existing and newly constructed buildings, which would generate jobs for approximately 8,910 employees. Most of these jobs would be filled by people already living in the area, or by the new residents of the new housing units; these jobs would not induce an unanticipated influx of new labor into the region.

Development of the SWM Project

The development of the SWM Project would include 291 market rate and moderate income residential units, 267 affordable residential units, and up to 340,000 square feet of commercial and retail uses, which combined with the approved Site A development, is less than the total 1,425 residential units and approximately 5.5 million square feet of commercial facilities studied in the AP EIR. Additionally, as shown in Table 2, the population growth associated with development of the SWM Project would be approximately 3,028 persons (93% of total). An estimated 1,521 jobs (17 percent of total), less than the approximately 3,240 residents and 8,900 jobs analyzed in the AP EIR. Therefore, the amount of growth proposed for the SWM Project is within the growth evaluated in the EIR. In addition, housing currently in the SWM Project will be replaced in the RESHAP development; therefore, the project would not result in the displacement of housing. Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of the less-than-significant population and housing impacts identified in the AP EIR, nor would it result in new significant population and housing impacts that were not identified in the AP EIR.

3. Transportation and Circulation Would the project result in: ¹	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the congestion management agency for designated roads or highways;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Transportation and Circulation Would the project result in: ¹	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks;	☒	☐	☐
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment);	☒	☐	☐
e. Result in inadequate emergency access; or	☒	☐	☐
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	☒	☐	☐
¹ The AP EIR also included an analysis of potential transportation and circulation impacts based on criteria recommended by the City of Alameda Transportation Commission, the City of Oakland CEQA thresholds (for intersections in Oakland), Caltrans (for freeway segments and ramps), and the Alameda County Transportation Commission (for Congestion Management Program roadway segments). Although these specific criteria are not listed here, the discussion below reflects the results of this analysis. Please refer to the AP EIR for these specific criteria.			

Findings of the AP EIR

The AP EIR also determined that the APP could result in significant project-level and cumulative transportation and circulation impacts at local study locations in the cities of Alameda and Oakland. During construction, the AP EIR determined that development facilitated by the APP would generate temporary increases in traffic volumes on area roadways, resulting in a significant impact. Implementation of **Mitigation Measure 4.C-1** (Construction Management Plan) would reduce this impact to a less-than-significant level. The Alameda Point Project, at full buildout, would generate approximately 33,429 daily vehicle trips, about 2,928 weekday morning (a.m.) peak-hour trips, and 3,294 weekday evening (p.m.) peak-hour trips. Even with the implementation of **Mitigation Measures 4.C-2a** through **4.C-2o** (TDM Program, Monitoring, and measures to implement physical improvements), and **Mitigation Measures 4.C-5a** through **4.C-5ziv** (TDM Program, Monitoring, Fund Fair Share Contribution to Transportation Improvements, and measures to implement physical improvements),⁴ the EIR determined that the redevelopment and reuse of NAS Alameda would result in significant and unavoidable project-level and cumulative impacts at local study locations due to an increase in traffic. In addition, project-level and cumulative transportation-related increases in peak-hour traffic volumes could potentially result in additional collisions involving pedestrians at the Oakland Chinatown intersections closest to the portals of the Webster and Posey tubes. This impact would be significant and unavoidable, even with implementation of **Mitigation Measure 4.C-9** (Chinatown Pedestrians).

The AP EIR determined that the APP would have negligible changes in density (vehicles per lane) and a minimal change in level of service on the freeway mainline or freeway ramps under project and/or cumulative conditions. The APP could result in an increase in traffic congestion on local streets that could affect emergency response times, but—in accordance with the existing City requirements, standards, and

⁴ See AP EIR for a complete list of these measures.
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regulations—all development projects and transportation improvements would be reviewed by local emergency services providers (including the police and fire departments) for consistency with their standards and provision of adequate emergency access. Overall, the AP EIR determined that impacts to freeway facilities and emergency vehicle access would be less than significant, and no mitigation would be required.

Development of the SWM Project

The SWM Project would be developed with a “complete streets” transportation network that would support a variety of modes of transportation, and would provide pedestrian, bicycle, and transit facilities, consistent with the MIP and the Main Street Plan. New roadways would be constructed, and existing roadways would be re-aligned, resulting in a grid street network on the site, as described under Project Description, above. The street system would include regional arterials, such as Main Street; collector streets, such as West Midway Avenue and Pan Am Way; and a network of local streets with connecting alleys. Sidewalks would be constructed along streets, with widths varying between 6 and 15 feet, based on street right-of-way sections.

The development of the SWM Project would include 291 market rate and moderate income residential units and 267 affordable residential units, and up to 340,000 square feet of commercial uses, which with the approved Site A development is no more than the total 1,425 residential units and approximately 5.5 million square feet of commercial facilities studied in the AP EIR. Additionally, as shown in Table 2, the population growth associated with development of SWM Project would be approximately 3,026 persons (93 percent of total) and an estimated 1,521 jobs (17 percent of total), less than the approximately 3,240 residents and 8,900 jobs analyzed in the Alameda Point EIR. Therefore, the amount of growth proposed for the SWM Project was anticipated in the Main Street Plan, and is within the growth evaluated in the EIR. Additionally, the proposed land uses and densities would be consistent with the project evaluated in the Alameda Point EIR.

Because the proposed project contributes less than the residents (93% of total) and jobs (17% of total) analyzed in the AP EIR, the proposed project would not generate more weekday peak hour vehicle trips than studied in the AP EIR and would not result in a substantial increase in the severity of the significant impacts previously identified in the AP EIR; therefore, project-generated trips were adequately covered in the previous analysis. Because the proposed project contributes to future traffic levels along affected roadways, the project sponsor would be required to adhere to specific mitigation measures from the AP EIR Mitigation and Monitoring Report Program, which are noted in Attachment A. Implementation of specific mitigation measures (and other requirements to minimize transportation impacts) would be coordinated between the project sponsor and the City of Alameda, as appropriate. Such measures shall include funding a fair share to the total costs of identifiable transportation improvements, and the implementation of a Transportation Demand Management (TDM) program pursuant to AP EIR findings and relevant project approvals. Additionally, the TDM Plan was approved by the City Council on May 20, 2014.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of significant transportation and circulation impacts identified in the AP EIR, nor would it result in new significant transportation and circulation impacts that were not identified in the AP EIR. The development of the SWM Project would require implementation of specific mitigation measures.

4. Cultural and Paleontological Resources Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Cause a substantial adverse change in the significance of a historical resource, as defined in Section 15064.5;	☒	☐	☐
b. Cause a substantial adverse change in the significance of a unique archaeological resource, pursuant to Section 15064.5;	☒	☐	☐
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; or	☒	☐	☐
d. Disturb any human remains, including those interred outside of formal cemeteries.	☒	☐	☐

Findings of the AP EIR

Alameda Point contains the NAS Alameda Historic District, which covers approximately 406.5 acres. The NAS Alameda Historic District contains 100 contributors, including 99 contributing buildings and structures, and contributing historic cultural landscape features. Portions of the NAS Alameda Historic District overlap with the Main Street Neighborhood. The EIR determined that the APP could result in significant impacts to the NAS Alameda Historic District, and identified **Mitigation Measure 4.D-1a** (Historic Preservation Ordinance), **Mitigation Measure 4.D-1b** (Guidelines), **Mitigation Measure 4.D-1c** (Removal Mitigation Plans), and **Mitigation Measure 4.D-5** (Implement Mitigation Measure 4.D-1), all of which would reduce significant impacts; however, even with the implementation of these mitigation measures, impacts could remain significant and unavoidable.

No archaeological resources have been recorded on Alameda Point, and the area has a low potential to contain buried prehistoric or historic-era sites. In addition, there are no known fossil sites in the project area, and the underlying geologic units have a low potential to yield significant paleontological resources. There is no indication that the area has been used for burial purposes in the recent or distant past, and it is unlikely that human remains would be encountered in the project area. The EIR determined that impacts resulting from inadvertent discovery of archaeological resources, paleontological resources, or human remains would be less than significant with implementation of **Mitigation Measure 4.D-2** (Archaeological Resources), **Mitigation Measure 4.D-3** (Paleontological Resources), **Mitigation Measure 4.D-4** (Human Remains), **Mitigation Measures 4.D-5** (Implement Mitigation Measure 4.D-1), and **Mitigation Measure 4.D-6** (Implement Mitigation Measures 4.D-2, 4.D-3, and 4.D-4).

Development of the SWM Project

No portion of the SWM Project is in the NAS Alameda Historic District. Outside of the NAS Alameda Historic District, the proposed project would demolish several buildings. As described in the AP EIR, none of these buildings are considered a historic resource for the purposes of CEQA.

Based on the records search performed as part of the AP EIR cultural and paleontological resources analysis (which included a 0.5-mile radius around the project area), there are no known archaeological or paleontological resources in the project area (including the SWM Project), and no indication that the project area has been used for burial purposes. However, the development of the SWM Project would be required

to implement **Mitigation Measures 4.D-2, 4.D-3, 4.D-4, 4.D-5, and 4.D-6** to mitigate potential effects related to inadvertent discovery of cultural and paleontological resources.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of the significant cultural and paleontological resources impacts identified in the AP EIR, nor would it result in new significant cultural and paleontological resources impacts that were not identified in the AP EIR.

5. Biological Resources Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands (as defined by Section 404 of the Clean Water Act) or on Waters of the State protected wetlands, through direct removal, filling, hydrological interruption, or other means;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Conflict with any adopted local, regional, or State Habitat Conservation Plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the AP EIR

The AP EIR determined that the APP could result in significant project-level and cumulative biological resource impacts on special-status wildlife, sensitive natural communities, riparian habitat, jurisdictional

waters, and migratory and breeding wildlife; and conflict with policies and ordinances protecting biological resources. The EIR included mitigation measures that would reduce these impacts to a less-than-significant level.

The EIR identified numerous impacts to special-status fish and marine mammals from construction of the proposed marina and ferry terminal, as well as other in-water construction, and identified **Mitigation Measure 4.E-1a** (Sound Attenuation Monitoring Plan), **Mitigation Measure 4.E-1b** (NMFS and CDFW Consultation), **Mitigation Measure 4.E-1c** (Additional Noise Attenuation Measures), and **Mitigation Measure 4.E-1d** (Dock Lighting) to reduce these impacts to less-than-significant levels. **Mitigation Measure 4.E-1e** (Northwest Territories Sensitive Resources Measures) applies to the development of the Bay Trail and a proposed regional park. Development of the APP, including the SWM Project, could impact potential bat roosting sites in vacant or underused buildings, other manmade structures, and trees in or near the project site. Compliance with **Mitigation Measure 4.E-1f** (Bat Pre-Construction Survey) and **Mitigation Measure 4.E-1g** (Bat Maternity Colony Measures) would ensure that the proposed project has a less-than-significant impact on special-status wildlife. **Mitigation Measure 4.E-1h** (Monarch Butterflies) provides for monarch butterfly roost protection, typically groves of mature conifer and eucalyptus trees.

The EIR identified potential impacts to sensitive natural communities and jurisdictional waters—including federally protected wetlands, “other waters,” and navigable waters—due to marina and ferry terminal and other in-water construction. **Mitigation Measure 4.E-2a** (Native Oysters and Eelgrass), **Mitigation Measure 4.E-2b** (Boater Education), and **Mitigation Measure 4.E-2c** (Invasive Species Control Plan) apply to the marina and ferry terminal construction; **Mitigation Measure 4.E-3a** (Wetlands), **Mitigation Measure 4.E-3b** (BMPs for Wetlands), and **Mitigation Measure 4.E-3c** (Wetland Mitigation and Monitoring Plan) apply to work in the vicinity of jurisdictional waters.

The APP could interfere with the movement of native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites; **Mitigation Measure 4.E-4a** (Marine Craft Access Corridors) would apply to marine activities. The AP EIR determined that the project has the potential to induce bird collisions with lighted buildings and other structures, and would be required to implement **Mitigation Measure 4.E-4b** (Bird Strike Mitigation); this measure requires design features that reduce the risk of avian collisions, and also requires the avoidance and minimization of increases in ambient night lighting. In addition, the APP would have to implement **Mitigation Measure 4.E-4c** (Breeding Birds) and **Mitigation Measure 4.E-4d** (Burrowing Owl) to avoid impacts on nesting birds and burrowing owls. General increases in ambient noise levels due to buildout would be less than significant; however, construction activities could generate noise that would substantially exceed ambient levels, and impact nesting birds. Implementation of **Mitigation Measure 4.E-4e** (Noise Mitigation Measures for Breeding Birds) would reduce this impact to a less-than-significant level. Open refuse containers would be prohibited throughout the project area through implementation of **Mitigation Measure 4.E-4f** (Open Refuse Containers); this would minimize the potential for increased predation on migratory and breeding birds. **Mitigation Measures 4.E-5, 4.E-6, and 4.E-7** require the implementation of the above measures to reduce conflicts with policies and ordinances, and to reduce cumulative impacts.

Development of the SWM Project

The SWM Project area is generally developed and landscaped and does not include any in-water work; it is not within the Northwest Territories or on the Federal Property, and is not within close proximity of the California least tern nesting colony. As described in Section 2.2, above, the land uses, building types, heights, and massing for the SWM Project development would be consistent with the Main Street Plan contemplated in the AP EIR.

Therefore, development of the SWM Project would require the implementation of **Mitigation Measures 4.E-1f** through **4.E-1h**, for demolition of buildings or removal of trees. In addition, **Mitigation**

Measures 4.E-4b, 4.E-4c, and 4.E-4f related to bird strikes, breeding birds, and refuse containers would apply to the project. **Mitigation Measures 4.E-5, 4.E-6, and 4.E-7** would also apply to the project.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of the less-than-significant biological resources impacts identified in the AP EIR, nor would it result in new significant biological impacts that were not identified in the AP EIR.

6. Air Quality and Greenhouse Gases Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Conflict with or obstruct implementation of the applicable air quality plan;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Expose sensitive receptors to substantial pollutant concentrations;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Create objectionable odors affecting a substantial number of people;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the AP EIR

The AP EIR determined that the redevelopment and reuse of NAS Alameda could result in significant air quality impacts due to construction activities (including demolition, excavation, and other construction activities), and to the generation of fugitive dust, toxic air contaminants (TACs), and air emissions from construction vehicles. Therefore, all construction activities, including the development of the SWM Project, would require implementation of **Mitigation Measure 4.F-1a** (Fugitive Dust), **Mitigation Measure 4.F-1b** (Construction Exhaust), **Mitigation Measure 4.F-1c** (Demolition Controls), **Mitigation Measure 4.F-1d** (Toxic Air Contaminants and PM_{2.5}), and **Mitigation Measure 4.F-1e** (Delayed

Occupancy). The EIR further determined that although localized emissions of fugitive dust and TACs would be reduced to less-than-significant levels with mitigation, project-level and cumulative construction air quality impacts from regional ozone precursors (reactive organic gas [ROG] and oxides of nitrogen) would remain significant and unavoidable even with the implementation of these measures, due to uncertainty of the scheduling and phasing of development at Alameda Point and the potential for the overlap of project construction activities.

The EIR also determined that the development of NAS Alameda could result in significant operational air quality impacts due to an increase in emissions sources—including onsite area and energy sources (e.g., natural gas combustion for space and water heating, landscape maintenance, and use of consumer products such as hairsprays, deodorants, and cleaning products), and exhaust emissions from on-road vehicle traffic associated with the proposed land uses on the project site. Therefore, all development at Alameda Point will be required to comply with **Mitigation Measure 4.F-2** (Greenhouse Gas Reduction Measures), which includes design requirements (including Green Building Code standards) to minimize the generation of ROG, particulate matter less than or equal to 10 microns in diameter, and particulate matter less than or equal to 2.5 microns in diameter; and also requires the preparation of a TDM program, and participation by all sponsors of development at Alameda Point. However, to be conservative the AP EIR determined that the potential increase in traffic-generated air emissions would be a significant and unavoidable project-level and cumulative impact.

The EIR identified **Mitigation Measure 4.F-4** (Implement Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e), **Mitigation Measure 4.F-7a** (Implement Mitigation Measure 4.F-2), **Mitigation Measure 4.F-7b** (Fuel-Efficient Vehicles), and **Mitigation Measure 4.F-8** (Implement Mitigation Measures 4.F-2 and 4.F-7b) to address other significant air quality impacts. The EIR determined that all remaining air quality impacts (including the exposure of sensitive receptors to carbon monoxide concentrations, the creation of objectionable odors, or the obstruction of the applicable air quality plan) would be less than significant.

Development of the SWM Project

Based on the AP EIR Figure 4.F-1, sensitive receptors are located to the east of the SWM Project/east of Main Street, and north of South of West Midway/north of West Tower Street. There are currently sensitive receptors in the SWM Project area and with phased development, sensitive receptors would occupy portions of the project area.

Buildout of the proposed SWM Project would result in 291 market rate and moderate income residential units, 267 affordable residential units and up to 340,000 square feet of commercial and retail uses. The land uses, densities, and general location of these uses would be consistent with the project evaluated in the AP EIR and Main Street Plan. In addition, the amount of development proposed for the SWM Project, with the approved Site A development, would be less than the total project analyzed in the AP EIR (5.5 million square feet of commercial/retail/industrial uses, and 1,425 residential units even with the existing and approved development, as shown on Table 2). When evaluated for total buildout of the SWM Project overall, as well as for each of the proposed four RESHAP phases and two Market Rate phases of development individually, the proposed project would be less than the residential cap for Alameda Point and would not result in a greater amount of development (in terms of building square footage) or a greater rate of construction when compared to the project analyzed in the AP EIR. In addition, the proposed project would not locate new sensitive receptors substantially closer to TAC emission sources or odor sources compared to the APP full project buildout scenario analyzed in the AP EIR; and would not result in greater TAC sources and odor sources, or locate these sources closer to existing sensitive receptors when compared to the project evaluated in the AP EIR.

Therefore, the emissions associated with the construction and operation of SWM Project were adequately described in the AP EIR. Development of SWM Project would require implementation of **Mitigation Measures 4.F-1a** through **1-e**, **4.F-2**, **4.F-4**, **4.F-7a**, and **4.F-8**. The City of Alameda is responsible for implementing **Mitigation Measure 4.F-7b**.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of significant air quality or greenhouse gas (GHG) impacts identified in the AP EIR, nor would it result in new significant air quality or GHG impacts that were not identified in the AP EIR.

7. Noise Would the project result in:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies; <ul style="list-style-type: none"> • An increase in noise exposure of 4 or more dB if the resulting noise level would exceed that described as normally acceptable for the affected land use, as indicated in Table 8-1 (Table 4.G-3 above). • Any increase of 6 dB or more, due to the potential for adverse community response. • When evaluating noise impacts associated with new residential development, exposure to traffic noise in outdoor yard spaces shall not be considered a significant impact. (<i>Policy 8.7.h</i>); 	☒	☐	☐
b. Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels;	☒	☐	☐
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project;	☒	☐	☐
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project;	☒	☐	☐
e. Exposure of people residing or working in the area around the project site to excessive noise levels (for a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport); or	☒	☐	☐

7. Noise Would the project result in:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
f. Exposure of people residing or working in the area around the project site to excessive noise levels (for a project within the vicinity of a private airstrip).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the AP EIR

The AP EIR determined that the APP could result in significant project-level and cumulative noise impacts. Even with implementation of **Mitigation Measure 4.G-1a** (Construction Hours), **Mitigation Measure 4.G-1b** (Construction Noise Measures), **Mitigation Measure 4.G-1c** (Pile-Driving Noise Attenuation Measures), and **Mitigation Measure 4.G-1d** (Complaint Tracking), the EIR determined that the redevelopment and reuse of NAS Alameda would result in significant and unavoidable project-level impacts due to construction noise.

Impacts related to groundborne construction vibration, groundborne construction noise, non-transportation-related operations, and the placement of noise-sensitive residential uses in noisy environments would be reduced to less-than-significant levels with implementation of **Mitigation Measure 4.G-2** (Implement Mitigation Measures 4.G-1a through 4.G-1d), **Mitigation Measure 4.G-4** (Noise Ordinance), and **Mitigation Measure 4.G-5** (Noise Study and Design Measures).

In addition, project-level and cumulative transportation-related operations noise impacts would be significant and unavoidable, even with implementation of **Mitigation Measure 4.G-3** (Implement Mitigation Measure 4.C-2a) and **Mitigation Measure 4.G-6** (Implement Mitigation Measures 4.G-3 and 4.G-5).

Development of the SWM Project

Existing noise-sensitive uses (such as residences and schools) are present within and north of the SWM Project area, near Pearl Harbor Road and West Essex Drive, as well as east of Main Street outside the APP area. Other existing noise-sensitive uses near the SWM Project area include the Alameda Point Multi-Purpose Field and City View Skate Park, both north of the SWM Project area. As described in the AP EIR, these noise-sensitive uses could be negatively impacted by construction activities as part of the SWM Project area (Market Rate and RESHAP Projects). Therefore, the construction activities at the SWM Project area would be required to implement the above-described construction mitigation measures, including **Mitigation Measures 4.G-1a** through **4.G-1d** and **4.G-2** (if pile driving is required).

The development of the SWM Project would result in an increase in transportation- and non-transportation-generated noise sources over existing conditions. The potential increase in noise associated with an increase in traffic volumes caused by the development of the SWM Project was accounted for in the noise analysis included in the AP EIR. In addition, the analysis for the increase in non-transportation-generated noise included assumptions for the types of development proposed for the SWM Project. Therefore, the development of the SWM Project would be required to implement **Mitigation Measures 4.G-3** and **4.G-6** to reduce transportation-related noise levels, and **Mitigation Measure 4.G-4** to minimize noise from stationary sources.

Existing and proposed noise sources, including loading docks, traffic, and the sports complex were accounted for in the AP EIR and would be as analyzed therein. Long-term noise measurements in the vicinity of the area proposed for development in the SWM Project indicate that the existing ambient noise environment at the SWM Project area is greater than 60 A-weighted decibels (dBA), community noise equivalent level. An exterior noise level of 60 dBA or greater would result in potentially incompatible interior noise levels for new sensitive receptors. Therefore, per **Mitigation Measure 4.G-5**, a detailed noise study to determine applicable design measures to achieve acceptable interior noise levels at new residences would be required.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of significant noise impacts identified in the AP EIR, nor would it result in new significant noise impacts that were not identified in the AP EIR.

8. Geology, Soils, and Seismicity Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Expose people or structures to potential substantial adverse effects, including risk of loss, injury or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; ii) Strong seismic ground-shaking; iii) Seismic-related ground failure, including liquefaction; and/or iv) Landslides.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Section 1803.5.3 of the Uniform Building Code creating substantial risks to life or property; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the AP EIR

The AP EIR determined that the APP could have significant project-level and cumulative impacts on geology, soils, and seismicity, due to seismic conditions (including structural damage, seismically induced ground failure, liquefaction, lateral spreading, and earthquake-induced settlement and landslides) and the presence of unstable, compressible, and/or expansive soils. The AP EIR included **Mitigation Measure 4.H-1** (Geotechnical Investigation), **Mitigation Measure 4.H-2** (Geotechnical Mitigation), **Mitigation Measure 4.H-3** (Slope Stability Plan), **Mitigation Measure 4.H-4** (Settlement Mitigation), and **Mitigation Measure 4.H-5** (Expansive Soils Assessment), requiring the completion of a site-specific, design-level geotechnical investigation for all development on the project site. The mitigation measures also described the scope of the geotechnical investigation, and a requirement for the development of appropriate engineering techniques to reduce potentially adverse geologic effects. Implementation of these required mitigation measures would reduce the significant impacts to less-than-significant levels.

Development of the SWM Project

The SWM Project area is relatively flat, with very little topographical relief, and is generally not susceptible to landslides. It is not within 50 feet of the northern shoreline, and is not considered to have static slope stability issues. However, the SWM Project area is underlain by artificial fill and Bay Mud, which is generally susceptible to subsidence or settlement. Subsidence related to consolidation of Bay Mud beneath fill and foundation settlement, and directly related to site-specific structural building loads, could affect structures proposed as part of the development of the SWM Project. In addition, the area is in an area of high seismic activity. The proposed project would develop the SWM Project area with land uses, building types, building heights, and densities consistent with the project evaluated in the AP EIR and the Main Street Plan. **Mitigation Measures 4.H-1, 4.H-2, 4.H-4, and 4.H-5** would apply to the SWM Project and a design-level geotechnical investigation and related mitigations and recommendations would be required.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of significant geology, soils, or seismicity impacts identified in the AP EIR, nor would it result in new significant geology, soils, or seismicity impacts that were not identified in the AP EIR.

9. Hydrology and Water Quality Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade water quality;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area through the alteration of the course of a stream or river, or by other means, in a manner that would result	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. Hydrology and Water Quality Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
in substantial erosion or siltation on- or off-site or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off- site;			
d. Create or substantially contribute to runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Place housing or other improvements within a 100-year flood hazard zone as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard map or impede or redirect flood flows;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the AP EIR

The AP EIR determined that the Alameda Point Project would have less-than-significant project-level and cumulative hydrology and water quality impacts associated with dewatering during construction, fertilizer use on landscaped areas, placing housing and other structures in areas subject to flooding, and flooding as a result of sea-level rise, with incorporation of **Mitigation Measure 4.I-1** (Water Quality Measures), **Mitigation Measure 4.I-2** (Integrated Pest Management), **Mitigation Measure 4.I-6** (Flood Protection Measures), and **Mitigation Measure 4.I-8** (Sea-Level Protection), described below.

Other potential hydrology and water quality impacts would be less than significant, and would not require mitigation. The APP could result in on-land and in-water construction activities that would be subject to San Francisco Bay Regional Water Quality Control Board (RWQCB) requirements; which, as part of the General Construction Permit, would include preparation and execution of a Storm Water Pollution Prevention Plan that would outline construction stormwater quality management practices, likely based on the Alameda County Clean Water Program Stormwater Quality Management Plan. For in-water construction, a project sponsor would be required to obtain permits from the U.S. Army Corps of Engineers, RWQCB, San Francisco Bay Conservation and Development Commission, and the City of Alameda, which would include measures to protect water quality during construction. Development projects would be required to implement stormwater management measures on site, as well as install a new stormwater system throughout the project site to collect and convey stormwater flows through new outfall structures, thereby minimizing the impact related to increased runoff.

Development of the SWM Project

As described in the MIP, the elevation on Alameda Point ranges from 1 foot to 8 feet, with areas immediately along Main Street within the SWM Project area that are in the 100-year tide zone, and therefore vulnerable to flooding. The SWM Project includes flood and sea-level rise protection improvements that are consistent with the requirements established in the MIP, described under Project Description, above, which would provide protection for up to 24 inches of future sea-level rise. This level of protection would exceed the level of protection required per the AP EIR, for 18 inches of future sea-level rise.

The proposed project would also involve construction of new buildings, which would provide 291 market rate and moderate income residential units, 267 affordable residential units and up to 340,000 square feet of commercial and retail use; new infrastructure, including utilities and streets and open space.

The new utilities, including storm drains, flood, and sea-level-rise protection, implementation of Low-Impact Development in compliance with Provision C.3 of the NPDES, and the net increase in impervious surfaces, would reduce impacts to water quality. In addition, **Mitigation Measure 4.I-1** and **Mitigation Measure 4.I-2** would apply to the project; the City of Alameda is responsible for implementing **Mitigation Measure 4.I-8**.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of significant hydrology and water quality impacts identified in the AP EIR, nor would it result in new significant hydrology and water quality impacts that were not identified in the AP EIR.

10. Hazards and Hazardous Materials Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10. Hazards and Hazardous Materials Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
e. Be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Result in a safety hazard for people residing or working in the project site vicinity for a project within the vicinity of a private airstrip;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the Alameda Point EIR

The Navy has been undertaking “necessary measures to meet the requirements and notifications for hazardous substances, petroleum products, and other regulated materials necessary for an environmentally suitable transfer of the site to the City of Alameda.” These measures have included a process to “identify, analyze, and clean up any releases of hazardous materials and wastes associated with past Navy operations.” These measures and activities will continue after transfer of the former NAS Alameda to the City of Alameda, until regulatory closure is received.

However, because of the long history of industrial and naval uses of the site, the EIR determined that potentially significant impacts would result from the demolition of existing structures (due to the potential for the structures to contain hazardous building materials) and new construction (due to the disturbance of contaminated soils and groundwater). Therefore, construction activities would require compliance with **Mitigation Measure 4.J-1a** (Hazardous Building Material Assessment), **Mitigation Measure 4.J-1b** (Health and Safety Plan), **Mitigation Measure 4.J-1c** (LBP Removal Plan), **Mitigation Measure 4.J-1d** (Asbestos Abatement Plan), **Mitigation Measure 4.J-1e** (PCB Abatement), **Mitigation Measure 4.J-2** (Site Management Plan), and **Mitigation Measure 4.J-7** (Land-Use Restriction Tracking Program). Included in these measures are requirements for the completion of a hazardous building material assessment, and implementation of recommendations included therein prior to the start of demolition activities; preparation of a Site Management Plan by the City of Alameda for incorporation into construction specifications; and a requirement that the City of Alameda include closed and open Installation Restoration (IR) Comprehensive Environmental Response, Compensation, and Liability Act sites that have land-use controls within its Land-Use Restriction Tracking Program. The EIR determined that implementation of these mitigation measures would reduce all significant hazards and hazardous materials impacts to a less-than-significant level.

Development of the SWM Project

As described in the project description, a Finding of Suitability to Transfer (FOST) for the project site was completed on February 13, 2013; it covers a large portion of Alameda Point, and addresses areas of the former base outside of the FOST area, including some of the parcels in the SWM Project area. As designated under the Department of Defense’s IR Program (an initiative to identify, investigate, and clean up hazardous waste sites on former military bases), the SWM Project includes a portion of IR 7 (Former Vehicle Repair Shop. This area contains a Corrective Action Area (CAA-7) in an approximate 5.6 –acre area northwest of Main Street and West Tower Avenue which is unrestricted for commercial and industrial use now and where clean-up is nearing completion. After clean-up, CAA-7 is expected to be available for unrestricted use. In the interim, most uses are permissible with Water Board approval, which likely would require vapor-intrusion mitigation such as vapor barriers beneath buildings in areas with subsurface impacts. The Navy’s remaining work does not preclude development.

The southeastern portion of the SWM Project area is subject to the City of Alameda’s Marsh Crust Ordinance (City of Alameda General Ordinance No. 2824), which requires notification and permit requirements for excavations that may encounter a layer of deposits that commonly contain petroleum-related substances. The Marsh Crust Ordinance applies to excavations deeper than 5 feet in some areas of the SWM Project, and deeper than mean high tide in other areas of the SWM Project.

Site disturbance could disturb or release contaminated soil and/or groundwater, exposing construction workers, the public or the environment to hazardous materials. Numerous requirements described in the AP EIR for protecting people and the environment, including a Site Management Plan, that must be approved by the U.S. Environmental Protection Agency, California Department of Toxic Substances Control, and the RWQCB, and included in construction specifications, would address impacts.

As described in the AP EIR, with the continued remediation efforts currently being conducted by the Navy and any that would be assumed by the City as overseen by the California Department of Toxic Substances Control or the RWQCB—combined with the City’s tracking system, continued compliance with deed restrictions, Site Management Plans, mitigation measures, and other permit requirements (including adherence to the Marsh Crust Ordinance)—the potential for residual contamination to significantly impact residents, employees, or the general public would be minimized, and is considered less than significant with mitigation. In addition, the proposed land uses and densities for the SWM Project are consistent with the project evaluated in the AP EIR and Main Street Plan. **Mitigation Measures 4.J-1a through 4.J-1e, 4.J-2, and 4.J-7** would apply to the SWM Project.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of significant Hazards or Hazardous Materials impacts identified in the Alameda Point EIR, nor would it result in new significant Hazards or Hazardous Materials impacts that were not identified in the Alameda Point EIR.

11. Aesthetics Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Have a substantial adverse effect on a scenic vista;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11. Aesthetics Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
b. Substantially damage scenic resources within a state scenic highway;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the AP EIR

The AP EIR determined that the APP would have less-than-significant project-level and cumulative impacts on visual quality related to effects on scenic vistas, scenic resources, or the existing visual character of the project site. In addition, the EIR determined that development of the APP, which could result in potentially significant new sources of light and glare, would be reduced to less-than-significant levels by implementation of **Mitigation Measure 4.K-4** (Lighting Mitigation), requiring that all lighting installations be designed and installed to be fully shielded (full cutoff), and to minimize glare and obtrusive light by limiting outdoor lighting.

Views of the project area are not sensitive, nor are there any officially designated scenic highways in or near the project site. The EIR determined that buildout of Alameda Point would create a generally beneficial aesthetic impact compared to existing conditions, by renovating or removing many vacant deteriorating buildings, eliminating open expanses of pavement, creating a greater continuity of land use, and introducing new public views and park and recreation areas to new residents and employees.

Development of the SWM Project

As described under Section 2.2, above, the proposed project would be consistent with the uses and densities of development envisioned in the Main Street Plan. Furthermore, all development under the proposed project would be subject to Design Review pursuant to the City of Alameda’s General Plan polices and Design Review Ordinance, Municipal Code Sections 30-36 and 30-37. According to the AP EIR, implementation of the planning and design controls included in the APP, and as required by Municipal Code Sections 30-36 and 30-37, would provide for the improvement of onsite aesthetics, and would also ensure that the project would not substantially obscure onsite views of the Bay, or alter views of the Historic District from existing scenic corridors. **Mitigation Measure 4.K-4** would apply to the proposed project.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of significant aesthetics impacts identified in the AP EIR, nor would it result in new significant aesthetics impacts that were not identified in the AP EIR.

12. Public Services and Recreation Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services: <ul style="list-style-type: none"> • Fire protection; • Police protection; • Schools; • Parks; and • Other public facilities. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the Alameda Point EIR

The AP EIR determined that the APP would have less-than-significant project-level and cumulative public services and recreation impacts related to physical deterioration of recreation facilities caused or accelerated by their increased use; potential adverse physical effects on the environment from construction or expansion of recreation facilities; and potential substantial adverse physical impacts from construction of governmental facilities, such as those related to fire protection, police protection, schools, and parks. Therefore, no mitigation measures related to potential public services and recreation impacts were required.

Development of the SWM Project

The development of the SWM Project could result in increased demand for police services, fire services, and schools, due to an increase in population within the City of Alameda boundaries. As described in the Alameda Point EIR, the project sponsor would be required by the City of Alameda’s Fiscal Neutrality Policy to fund the proportional share of the cost of additional fire and emergency medical services, police services, and related infrastructure, as well as pay development fees to the Alameda Unified School District to mitigate potential impacts from an increase in students. The project would also have to comply with applicable code requirements, including the California Building Code, California Fire Code and Alameda Fire Code.

Development of the SWM Project would include construction of park and open-space areas consistent with the Main Street Plan. As described in the AP EIR, the project sponsor would be required to pay the City of Alameda’s Development Fees (Municipal Code Chapter 27-4), to mitigate the impact of any additional use of City of Alameda-owned new and existing parks.

The development of the SWM Project area with 291 market rate and moderate income residential units and 267 affordable residential units and up to 340,000 square feet of commercial uses, which with the approved Site A development is less than the total 1,425 residential units and approximately 5.5 million square feet of commercial facilities that were anticipated in the Alameda Point EIR, resulting in approximately 3,028 persons and an estimated 1,521 jobs, would result in populations that fall within those analyzed in the AP EIR for daytime, permanent, and school populations.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of SWM Project would not substantially increase the severity of the less-than-significant public services and recreation impacts identified in the AP EIR, nor would it result in new significant public services and recreation impacts that were not identified in the AP EIR.

13. Utilities and Service Systems Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Have insufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

13. Utilities and Service Systems Would the project:	Equal or Less Severity of Impact than Previously Identified in AP EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
g. Not comply with federal, state, and local statutes and regulations related to solid waste.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of the Alameda Point EIR

The Alameda Point EIR determined that, with implementation of **Mitigation Measure 4.M-5** (Solid Waste Management Plan), the APP would have less-than-significant project-level and cumulative utilities and service systems impacts related to wastewater treatment requirements of the San Francisco Bay RWQCB; construction or expansion of wastewater or stormwater drainage facilities; water supplies, wastewater treatment capacity, or landfill capacity; and regulations related to solid waste.

EBMUD prepared a water supply assessment for the Alameda Point Project, and determined that the increased demand of 1.9 million gallons of water per day associated with the project is accounted for in EBMUD’s 2040 water demand projection. In addition, EBMUD’s Municipal Wastewater Treatment Plant has enough excess dry weather flow capacity to accommodate the development analyzed in the EIR; however, it has inadequate wet weather capacity. The APP would replace the existing onsite wastewater collection system, including sewer lines, which would substantially reduce inflow and infiltration entering the system during wet weather conditions, and would help provide adequate wet weather capacity. As described in the AP EIR Project Description, development projects would be required to contribute to the funding of infrastructure improvements through the Alameda Point Infrastructure Fee Program, which has been codified in a Development Impact Fee Ordinance for Alameda Point (Ord. No. 3098 N.S., 7-15-2014).

The AP EIR estimated that the redevelopment of NAS Alameda would generate 416,666 cubic yards of debris from the deconstruction and demolition of existing buildings. Adequate landfill capacity exists to accept this waste. However, development projects would be required to implement **Mitigation Measure 4.M-5**.

Development of the SWM Project

The proposed SWM Project development would include 291 market rate and moderate income residential units and 267 affordable housing units and up to 340,000 square feet of commercial uses, which with the approved Site A development is less than the total 1,425 residential units and approximately 5.5 million square feet of commercial facilities that were in the AP EIR, resulting in approximately 3,028 persons and an estimated 1,521 jobs. In addition, it would construct new and replacement infrastructure, including stormwater, water, wastewater, recycled water, electrical, natural gas, and telecommunications systems improvements. The increased demand for water supplies, increased demand for wastewater and landfill capacity, and increased demand for electrical and other utilities for the development of the SWM Project is under the amount of demand for services analyzed in the AP EIR. In addition, approximately 111,700 square feet of existing buildings would be demolished on the SWM Project area, which is well within the 4.5 million square feet of demolition anticipated in the AP EIR. Development of the SWM Project would require implementation of **Mitigation Measure 4.M-5**.

Based on an examination of the analysis, findings, and conclusions of the AP EIR, and on the discussion above, development of the SWM Project would not substantially increase the severity of significant utilities

and service systems impacts identified in the AP EIR, nor would it result in new significant utilities and service systems impacts that were not identified in the AP EIR.

ATTACHMENT A: SWM PROJECT MITIGATION MONITORING AND REPORTING PROGRAM

The following table is a Mitigation Monitoring and Reporting Program (MMRP) for the SWM Project, which was excerpted from the adopted MMRP for the Alameda Point Project. The SWM Project MMRP contains all of the previously adopted APP mitigation measures that are applicable to the SWM Project and serves as a stand-alone MMRP for the SWM Project. Implementation of the mitigation measures in the SWM Project MMRP, which are also listed in the preceding Environmental Checklist, will be required to avoid or substantially reduce the severity of the impacts identified in the AP EIR.

The SWM Project MMRP identifies the monitoring and reporting requirements for each mitigation measure; the timing of mitigation implementation; and the agency or agencies with responsibility for monitoring and verifying the implementation of the mitigation measure. All applicants for specific development projects in the SWM Project area will need to implement all required mitigation measures during project construction or project implementation, as applicable. Confirmation of mitigation implementation will be determined in accordance with the SWM Project MMRP.

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MITIGATION MEASURES APPLICABLE TO PROPOSED SWM PROJECT DEVELOPMENT IN ALAMEDA POINT

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
C. Transportation and Circulation					
<p>Mitigation Measure 4.C-1 (Construction Management Plan): The City shall require that project applicant(s) and construction contractor(s) develop a Construction Management Plan for review and approval by the Public Works Department prior to issuance of any permits. The Plan shall include at least the following items and requirements to reduce traffic congestion during construction:</p> <ol style="list-style-type: none"> 1. A set of comprehensive traffic control measures shall be developed, including scheduling of major truck trips and deliveries to avoid peak traffic hours, detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. 2. The Construction Management Plan shall identify haul routes for movement of construction vehicles that would minimize impacts on motor vehicle, bicycle, and pedestrian traffic, circulation, and safety, and specifically to minimize impacts, to the greatest extent possible, to streets in and around the APP site. The haul routes shall be approved by the City. 3. The Construction Management Plan shall provide for notification procedures for adjacent property owners and public safety personnel regarding when major deliveries, detours, and lane closures would occur. 4. The Construction Management Plan shall provide for monitoring surface streets used for haul routes so that any damage and debris attributable to truck hauling can be identified and corrected by the project applicant. 	Project applicant and its contractor(s) obtain approval of Construction Management Plan and implement the plan during construction.	City of Alameda Public Works Department	Public Works Department must review and approve Construction Management Plan	Prior to issuance of building or grading permit(s); inspect during construction	
<p>Mitigation Measure 4.C-2a (TDM Program): Prior to issuance of building permits for each development project at Alameda Point, the City of Alameda shall prepare, and shall require that the sponsor of the development project participate in implementation of, a Transportation Demand Management (TDM) program/plan for Alameda Point aimed at meeting the General Plan peak-hour trip reduction goals of 10 percent for residential development and 30 percent for commercial development.</p>	Project applicant shall implement the Transportation Demand Management (TDM) program/plan prepared by the City of Alameda.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Although it is the City of Alameda's responsibility to implement this measure, all APPlicants will be required to participate in the Transportation Demand Management (TDM) program developed by the City.
<p>Mitigation Measure 4.C-2b (Monitoring): Prior to issuance of the first building permits for any development project at Alameda Point, the City of Alameda shall adopt a Transportation Network Monitoring and Improvement Program to: 1) determine the cost of the transportation network improvements identified in this EIR; 2) identify appropriate means and formulas to collect fair share financial contributions from Alameda Point development; 3) monitor conditions at the locations that will be impacted by the redevelopment of Alameda Point; 4) monitor traffic generated by Alameda Point; and 5) establish the appropriate time to implement any necessary secondary physical improvements required in this EIR to minimize or eliminate significant transportation impacts prior to the impacts occurring at affected locations where a secondary impact mitigation is recommended.</p>	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2c, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	It is the City of Alameda's responsibility to implement this measure prior to issuance of a building permit for the first development project at Alameda Point. All APPlicants will subsequently be required to pay the fair-share financial contribution identified during the implementation of Mitigation Measure 4.C-2b.
<p>Mitigation Measure 4.C-2c (Otis/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when and if required to avoid the impact or reduce its severity, shall implement the following improvements: Remove the right turn island for the westbound approach on Otis Drive, add a dedicated right turn lane with approximately 50 feet of storage length, and move the westbound stop-bar upstream approximately 20 feet to accommodate the right turn lane storage length. Restripe Fernside Boulevard with two receiving lanes. Optimize signal timing.</p>	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2c, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to intersection of Fernside Boulevard/ Otis Drive Although it is the City of Alameda's responsibility to implement this measure, all APPlicants may be required to pay a fair-share financial contribution for this improvement, which will be determined during the City's implementation of Mitigation Measure 4.C-2b.
<p>Mitigation Measure 4.C-2d (Jackson/Sixth): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program).</p>	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to intersection of Jackson/Sixth Streets See Mitigation Measure 4.C-2a.
<p>Mitigation Measure 4.C-2e (Brush/11th): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program).</p>	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of Brush/11th Streets See Mitigation Measure 4.C-2a.
<p>Mitigation Measure 4.C-2f (23rd/Seventh): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program) and 4.C-2b (Monitoring).</p>	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of 23rd Street and Seventh Street See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>Mitigation Measure 4.C-2g (Main/Pacific Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements: change the signal timing to a two-phase timing plan (i.e., northbound and southbound move concurrently; then eastbound and westbound move concurrently); and optimize cycle length.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2g, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary</p>	<p>Applies to intersection of Main Street and Pacific Avenue See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-2h (Webster/Arpezzato Parkway Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the p.m. peak hour.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2h, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary</p>	<p>Applies to intersection of Webster Street and Arpezzato Parkway See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-2i (Park/Otis Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the a.m. and p.m. and peak hours.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2i, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary</p>	<p>Applies to intersection of Park Street and Otis Drive See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-2j (Broadway/Tilden Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the a.m. and p.m. peak hours.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2j, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary</p>	<p>Applies to intersection of Broadway and Tilden Way See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-2k (High/Fernside Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the p.m. peak hour.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2k, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary</p>	<p>Applies to intersection of High Street and Fernside Boulevard See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-2l (Atlantic/Constitution Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements: modify the phasing sequence and Optimize the signal timing.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2l, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary</p>	<p>Applies to intersection of Atlantic Avenue and Constitution Way See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-2m (Stargell Avenue Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall construct a Class I or Class II bicycle facility between Main Street and Webster Street.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2m, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary</p>	<p>Applies to Stargell Avenue See Mitigation Measures 4.C-2a and 4.C-2b.</p>

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>Mitigation Measure 4.C-2n (Main Street Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements:</p> <p>construct a Class II bicycle lane or improve the existing Class I bicycle path on the west side of the street between Appezzato Parkway and Pacific Avenue to current City standards;</p> <p>Provide connectivity to existing Class I bicycle path on the east and west sides of the street north of Appezzato Parkway. Appropriate intersection treatments for connectivity may include striping, signage, and/or bicycle boxes at the intersection of Main Street and Appezzato Parkway; and</p> <p>if Mitigation Measure 4.C-4c (described below) is implemented, provide connectivity to that bicycle facilities on west side of the street north of the Main Street-Pacific Street intersection.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2n, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary</p>	<p>Applies to Main Street See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-2o (Central Avenue Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall use its best efforts to implement the following physical improvements:</p> <p>construct a Class II bicycle lane or improve the existing Class I bicycle path on the west (south) side of the street between the Main Street-Pacific Street intersection and Lincoln Avenue to current City standards;</p> <p>extend a Class I bicycle path to Third Street; and</p> <p>restripe and sign the street segment between Third Street and Fourth Street to provide Class II bicycle lanes between Lincoln Avenue and Fourth Street.</p>	<p>City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2o, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time</p>	<p>Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary</p>	<p>Applies to Central Avenue See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-5a (Park/Clement): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following physical improvements:</p> <p>Add northbound left turn pocket along Park Street;</p> <p>Optimize the signal offsets and splits; and</p> <p>Complete the Clement Avenue extension, which would reduce the demand for left turn movements onto Park Street from eastbound traffic on Clement Avenue.</p>	<p>City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5a) attributable to the project.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds. The northbound left-turn pocket along Park Street will be completed by ACTC as part of the I-880/23rd/29th Street project.</p>	<p>Prior to issuance of building permit(s)</p>	<p>Applies to intersection of Park/Clement See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-5b (Park/Encinal): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement:</p> <p>Optimize offsets and splits.</p>	<p>City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5b) attributable to the project.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.</p>	<p>Prior to issuance of building permit(s)</p>	<p>Applies to intersection of Park/Clement See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-5c (Broadway/Otis): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement, the following improvement:</p> <p>Optimize the signal timing during both peak hours.</p>	<p>City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5c) attributable to the project.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.</p>	<p>Prior to issuance of building permit(s)</p>	<p>Applies to intersection of Broadway/Otis See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-5d (Tilden/Blanding/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement:</p> <p>Optimize the offsets and splits.</p>	<p>City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5d) attributable to the project.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.</p>	<p>Prior to issuance of building permit(s)</p>	<p>Applies to intersection of Tilden/Blanding/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-5e (High/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements:</p> <p>Adjust the signal cycle phasing during the a.m. and p.m. peak hours such that the southbound left turn from High Street is a permitted rather than protected movement; and</p> <p>Optimize signal timing.</p>	<p>City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5e) attributable to the project.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.</p>	<p>Prior to issuance of building permit(s)</p>	<p>Applies to intersection of High/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.</p>

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>Mitigation Measure 4.C-5f (High/Otis): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements:</p> <p>Optimize the signal timing at High and Otis for both peak hours, and</p> <p>Install traffic calming strategies on Bayview Drive to include improvements, such as: restriping Bayview Drive to create narrower driving lanes to reduce speeding, installing a cross walk and caution sign at the location of the public coastal access easement, and/or construction of sidewalk bulb-outs to improve pedestrian safety at the intersections of Bayview/Court Street and Bayview/Broadway.</p>	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5f) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Otis See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5g (Island Drive/Otis Drive and Doolittle Drive): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement:</p> <p>Optimize signal timing during both peak hours.</p>	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5g) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Island Drive/Otis Drive and Doolittle Drive See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5h (Fernside Boulevard and Otis Drive): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and implement Mitigation Measure 4.C-2c (Otis/Fernside), and fund a fair share contribution to add a westbound right-turn overlap phase from Fernside Boulevard.</p>	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a, 4.C-2b, and 4.C-2c, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5h) attributable to the project	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, Mitigation Measure 4.C-2c (if necessary), and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Fernside Boulevard/Otis Drive See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5i (Park/Blanding). The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements:</p> <p>Change east-west signal phasing to protected phasing; and</p> <p>Optimize signal timing during both peak hours.</p>	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5i) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to intersection of Park/Blanding See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5j (Challenger/Atlantic): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, a fair share to contribution optimize signal timing during the p.m. peak hour.</p>	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5j) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to intersection of Challenger/Atlantic See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5k (Park/Lincoln): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, the City shall fund a fair share to optimize signal timing during the p.m. peak hour.</p>	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5k) attributable to the project,	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to intersection of Park/Lincoln See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5l (Jackson/Sixth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).</p>	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to intersection of Jackson/Sixth See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5m (Webster/Eighth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).</p>	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to intersection of Webster/Eighth See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5n (Broadway/Fifth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).</p>	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of Broadway/Fifth See Mitigation Measures 4.C-2a and 4.C-2b.
<p>Mitigation Measure 4.C-5o (Brush/12th): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).</p>	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of Brush/12th See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.C-5p (High/Oakport): The City of Alameda shall implement TDM and Monitoring (Mitigation Measure 4.C-2a and 4.C-2b) and work with the City of Oakland to optimize the signal timing to allow for more green time for northbound traffic.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5p) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Oakport See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5q (High/Coliseum): The City of Alameda shall implement TDM and Monitoring (Mitigation Measure 4.C-2a and 4.C-2b) and work with the City of Oakland to optimize the signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5q) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Coliseum See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5r (29th/Ford): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of 29th/Ford See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5s (23rd Ave./Seventh St.): The City of Alameda shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and work with the City of Oakland to modify the northbound to provide a separate left – turn lane and a shared through-right-turn lane, and optimize the signal.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5s) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to intersection of 23rd Ave./Seventh St. See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5t (Main/Pacific Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to change signal timing to two-phase timing plan (i.e., northbound and southbound move concurrently; then eastbound and westbound move concurrently) and optimize cycle length.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5t) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Main/Pacific See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5u (Webster/Apezzato Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to optimize signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5u) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Webster/Apezzato See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5v (High/Fernside Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and Mitigation Measure 4.C-5e (optimize signal timing during the p.m. peak hour).	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a, 4.C-2b, and 4.C-5e.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5w (Apezzato/Constitution Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Modify phasing sequence; and Optimize the signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5w) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to intersection of Apezzato/Constitution See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5x (Park Street Transit): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Provide transit signal priority at intersections along this corridor; and Optimize splits at the Park Street and Blanding Avenue intersection during a.m. and p.m. peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5x) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Park Street See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5y (Apezzato Parkway Transit): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Install transit signal priority at intersections along this corridor; Optimize cycle length at the Apezzato Parkway and Webster Street intersection during a.m. and p.m. peak hours and provide signal priority; and Establish exclusive transit lanes or queue jump lanes from Alameda Point to Webster Street.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5y) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to Apezzato Parkway See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>Mitigation Measure 4.C-5z (Stargell Avenue Transit): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, implement the following improvements:</p> <p>Provide westbound queue jump lanes on Willie Stargell Avenue at Main Street or construct exclusive transit lanes on Willie Stargell Avenue;</p> <p>Install transit signal priority at intersections along this corridor; and</p> <p>Optimize cycle length at the Main Street and Willie Stargell Avenue intersection during a.m. and p.m. peak hours.</p>	<p>City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5z) attributable to the project.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds</p>	<p>Prior to issuance of building permit(s)</p>	<p>Applies to Stargell Avenue See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-5zi (Stargell Avenue Bike): The City shall implement Mitigation Measure 4.C-2m (Stargell Avenue bike path).</p>	<p>See Mitigation Measure 4.C-2m, above.</p>				
<p>Mitigation Measure 4.C-5zii: The City shall implement Mitigation Measure 4.C-2n (Main Street bicycle improvements).</p>	<p>See Mitigation Measure 4.C-2n, above.</p>				
<p>Mitigation Measure 4.C-5ziii (Central Avenue Bike): The City shall implement Mitigation Measure 4.C-2o (Central Avenue bicycle improvements).</p>	<p>See Mitigation Measure 4.C-2o, above.</p>				
<p>Mitigation Measure 4.C-5ziv (Oak Street Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the completion of a bicycle boulevard with appropriate signage and striping along Oak Street from Blanding Avenue to Encinal Avenue to advise motorists and bicyclists to share the street.</p>	<p>City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5ziv) attributable to the project.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds</p>	<p>Prior to issuance of building permit(s)</p>	<p>Applies to Oak Street See Mitigation Measures 4.C-2a and 4.C-2b.</p>
<p>Mitigation Measure 4.C-9 (Chinatown Pedestrians): The City of Alameda shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and shall continue to work with the City of Oakland, the ACTC, and Caltrans, to evaluate and implement measures to reduce or divert the volume of traffic that travels through Oakland Chinatown to and from Alameda Point and other City of Alameda destinations.</p>	<p>City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and coordinate with the City of Oakland, the ACTC, and Caltrans to evaluate and then implement measures that reduce/divert volume of traffic that travels through Oakland Chinatown to and from Alameda Point and other City of Alameda destinations.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and continue coordination with the City of Oakland, the ACTC, and Caltrans.</p>	<p>Prior to issuance of building permit(s)</p>	<p>See Mitigation Measures 4.C-2a and 4.C-2b.</p>

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
D. Cultural and Paleontological Resources					
<p>Mitigation Measure 4.D-2 (Archaeological Resources): If cultural resources are encountered, all activity within 100 feet of the find shall halt until it can be evaluated by a qualified archaeologist and a Native American representative. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. If the archaeologist and Native American representative determine that the resources may be significant, they shall notify the City of Alameda and shall develop an appropriate treatment plan for the resources. The archaeologist shall consult with Native American monitors or other appropriate Native American representatives in determining appropriate treatment for unearthened cultural resources if the resources are prehistoric or Native American in nature.</p> <p>In considering any suggested measures proposed by the archaeologist and Native American representative in order to mitigate impacts to cultural resources, the project applicant shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project area while mitigation for cultural resources is being carried out.</p> <p>Pursuant to CEQA Guidelines Section 15126(b), <i>Mitigation Measures Related to Impacts on Historical Resources</i>, the City of Alameda will, whenever feasible, seek to avoid damaging effects on any historical resource of an archaeological nature. The following factors shall be considered for a project involving an archaeological site:</p> <p>A. Preservation in place is the preferred manner of mitigating impacts to archaeological sites. Preservation in place maintains the relationship between artifacts and the archaeological context. Preservation may also avoid conflict with religious or cultural values of groups associated with the site.</p> <p>B. Preservation in place may be accomplished by, but is not limited to, the following:</p> <ol style="list-style-type: none"> 1. Planning construction to avoid archaeological sites; 2. Incorporation of sites within parks, greenspace, or other open space; 3. Covering the archaeological sites with a layer of chemically stable soil before building tennis courts, parking lots, or similar facilities on the site. 4. Deeding the site into a permanent conservation easement. <p>C. When data recovery through excavation is the only feasible mitigation, a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Archeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 Health and Safety Code. If an artifact must be removed during project excavation or testing, curation may be an appropriate mitigation.</p> <p>D. Data recovery shall not be required for an historical resource if the lead agency determines that testing or studies already completed have adequately recovered the scientifically consequential information from and about the archaeological or historical resource, provided that the determination is documented in the EIR and that the studies are deposited with the California Historical Resources Regional Information Center.</p>	<p>Project applicant and its contractor(s) shall halt work and notify archaeologist and Native American representative if materials are discovered.</p> <p>Archaeologist and Native American representative shall conduct independent review and prepare treatment plan, if necessary.</p> <p>Project applicant or its contractor(s) shall implement treatment plan and mitigate impacts pursuant to CEQA Guidelines.</p>	<p>City of Alameda Community Development Department</p>	<p>If resources are encountered, verify work is suspended and review and approve the treatment and monitoring plan if archaeological materials are discovered</p>	<p>If resources encountered, review of treatment and monitoring plan prior to continuation of construction</p>	
<p>Mitigation Measure 4.D-3 (Paleontological Resources): If paleontological resources, such as fossilized bone, teeth, shell, tracks, trails, casts, molds, or impressions are discovered during ground-disturbing construction activities, all such activities within 100 feet of the find shall be halted until a qualified paleontologist can assess the significance of the find and, if necessary, develop appropriate salvage measures in consultation with the City of Alameda and in conformance with Society of Vertebrate Paleontology Guidelines (SVP, 1995; SVP, 1996).</p>	<p>Project applicant and its contractor(s) shall halt construction within 100 feet of paleontological resources</p> <p>Project applicant shall retain a paleontologist to assess significance of resources and develop salvage measures, if necessary Project applicant shall incorporate measures upon continuation of construction</p>	<p>City of Alameda Community Development Department</p>	<p>Consult paleontologist in development of appropriate salvage measures for any paleontological resources found</p>	<p>If resources encountered, review of treatment and monitoring plan prior to continuation of construction</p>	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.D-4 (Human Remains): In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall cease. The Alameda County Coroner shall be contacted immediately. If the remains are determined to be Native American, and no investigation of the cause of death is required, the Native American Heritage Commission (NAHC) will be contacted within 24 hours. The NAHC will identify and contact the person or persons it believes to be the "most likely descendant (MLD)" of the deceased Native American, who in turn would make recommendations for the appropriate means of treating the human remains and any grave goods.	Project applicant and its contractor(s) shall halt work and notify coroner and City of Alameda Community Development Department if remains are discovered NAHC shall assign most likely descendant Project applicant and its contractor(s) shall hire archaeologist and cease work if site is a Native American Cemetery	City of Alameda Community Development Department; NAHC; County Coroner	Contact City, NAHC, or County Coroner if human remains are encountered	Ongoing	
Mitigation Measure 4.D-5: Implement Mitigation Measure 4.D-1.	See Mitigation Measure 4.D-1.				
Mitigation Measure 4.D-6: Implement Mitigation Measures 4.D-2, -3, and -4.	See Mitigation Measures 4.D-2, 4.D-3, and 4.D-4.				
E. Biological Resources					
Mitigation Measure 4.E-1f: (Bat Pre-Construction Survey) Potential direct and indirect disturbances to bats shall be identified by locating colonies, and instituting protective measures prior to construction. No more than two weeks in advance of tree removal, demolition of buildings onsite, or initiation of construction within 100 feet of trees or structures providing potential bat roosting sites, a qualified bat biologist (e.g., a biologist holding a CDFW collection permit and a Memorandum of Understanding with CDFW allowing the biologist to handle and collect bats) shall conduct pre-construction surveys for bat roosts. No activities that could disturb active roosts shall proceed prior to the completed surveys.	Project applicant will obtain a qualified biologist to conduct pre-construction surveys for bat roosts. Qualified biologist will conduct pre-construction bat surveys two weeks prior to tree removal and building demolition work and shall develop protective measures.	City of Alameda Community Development Department	Review construction specifications to ensure inclusion of protective measures for active bat roosts. Monitor to ensure completion of pre-construction survey.	Prior to issuance of demolition or tree removal permit	This mitigation measure applies to any project requiring removal of trees and/or demolition of buildings.
Mitigation Measure 4.E-1g: (Bat Maternity Colony Measures) If a maternity colony is located within the project site during pre-construction surveys, the project shall be redesigned to avoid impacts if feasible, and a no-disturbance buffer acceptable in size to the CDFW shall be created around the roost. Bat roosts (maternity or otherwise) initiated during construction are generally presumed to be unaffected by increased noise, vibration, or human activity, and no buffer is necessary as long as roost sites are not directly altered or destroyed. However, the "take" of individuals is still prohibited at any time. <ul style="list-style-type: none">If there is a maternity colony present and the project cannot be redesigned to avoid removal of the tree or structure inhabited by the bats, demolition of that tree or structure shall not commence until after young are flying (i.e., after July 31, confirmed by a qualified bat biologist) or before maternity colonies form the following year (i.e., prior to March 1).If a non-maternity roost must be removed as part of the project, the non-maternity roost shall be evicted prior to building/tree removal by a qualified biologist, using methods such as making holes in the roost to alter the air-flow or creating one-way funnel exits for the bats.If significant (e.g., maternity roosts or large non-maternity roost sites) bat roosting habitat is destroyed during building/tree removal, artificial bat roosts shall be constructed in an undisturbed area in the project site vicinity away from human activity and at least 200 feet from project demolition/construction activities. The design and location of the artificial bat roost(s) shall be determined by a qualified bat biologist.	Project applicant and its contractor(s) shall incorporate measures in the construction specifications to reduce impacts to maternity colonies. During pre-construction surveys, Project applicant and/or its contractor(s) will redesign the project if maternity colony is located within the project site.	City of Alameda Community Development Department; CDFW	Monitor to ensure adequate measures are taken to avoid impacts to maternity colonies.	Prior to issuance of demolition or tree removal permit	This mitigation measure applies to any project requiring removal of trees and/or demolition of buildings.
Mitigation Measure 4.E-1h: (Monarch Butterflies) Project applicant shall protect active autumnal/overwintering roost sites used by monarch butterflies by conducting construction activities in and around identified butterfly autumnal roost/overwintering sites outside of the autumnal migratory/overwintering season (October to March), to the greatest extent feasible, to avoid potential impacts on monarch butterfly. <ul style="list-style-type: none">The project applicant shall retain a biologist familiar with monarch butterfly life history and habitat requirements to conduct surveys for active monarch butterfly roost sites anywhere groves (greater than 3 trees planted together) of mature conifers (e.g. Italian stone pine, Monterey cypress) and/or eucalyptus occur in the Main Street Neighborhood Sub-area and in open space to the south of Main Street as it skirts the northern edge of the project area between November and January and prior to start of construction.All active roost sites encountered during the survey shall be identified and mapped for future reference. The previously active roost site identified in 2002 shall be considered active until proven otherwise. Active sites shall be monitored annually to inform future development. Once identified such sites shall be considered active until such time as monarchs have not returned to the site for a period of ten years. Once ten years have passed with no significant butterfly use (as determined by the qualified biologist) of a site the restrictions below would no longer apply.No tree removal shall be conducted at any time in or around active roost sites to the extent that such removal would: a) result in the loss of an active roost tree; b) result in changes to the amount of wind affecting an active roost; or c) result in changes of the thermal environment surrounding an active roost tree. If active roost sites are identified and it is not feasible to avoid the overwintering	Project applicant shall retain a biologist familiar with monarch butterfly life history and habitat requirements to conduct surveys for active monarch butterfly roost sites anywhere groves (greater than 3 trees planted together) of mature conifers (e.g. Italian stone pine, Monterey cypress) and/or eucalyptus occur in the Main Street Neighborhood Sub-area and in open space to the south of Main Street as it skirts the northern edge of the project area between November and January and prior to start of construction.	City of Alameda Community Development Department	Monitor to ensure adequate measures are taken for roost protection, typically in groves of mature conifer and eucalyptus trees	Prior to issuance of tree removal permit;	This mitigation measure applies to any project requiring removal of trees and/or vegetation clearing

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>season and construction activities take place during this time (October through March), the following measures shall apply:</p> <ul style="list-style-type: none"> Mapped autumnal roost/overwintering roosts within 100 feet of construction areas shall be surveyed no more than two weeks prior to construction to determine whether they are actively being used by butterflies. If mapped autumnal roost/overwintering site is supporting butterflies, work activities shall be delayed with 100 feet of the site location until avoidance measures have been implemented. Appropriate avoidance measures shall include the following measures (which may be modified as a result of consultation with CDFW to provide equally effective measures): <ul style="list-style-type: none"> If the qualified wildlife biologist determines that construction activities shall not affect an active autumnal roost/overwintering site, activities may proceed without restriction. A no-disturbance buffer may be established around the autumnal roost/overwintering site to avoid disturbance or destruction until butterflies resume their migration. The extent of the no-disturbance buffers is typically 100 feet but shall be determined by a qualified wildlife biologist in consultation with CDFW. 					
<p>Mitigation Measure 4.E-4b: (Bird Strike Mitigation) Prior to the issuance of the first building permit for each new building, or for any exterior renovation that would increase the surface area of glazing by 50 percent or more or that would replace 50 percent or more of existing glazing, the City shall require that the project applicant retain a qualified biologist experienced with bird strike issues to review and approve the design of the building to ensure that it sufficiently minimizes the potential for bird strikes. The City may also consult with resource agencies such as the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, or others, as it determines to be appropriate during this review. The project applicant shall provide to the City a written description of the measures and features of the building design that are intended to address potential impacts on birds. The design shall include some of the following measures or measures that are equivalent to, but not necessarily identical to, those listed below, as new, more effective technology for addressing bird strikes may become available in the future:</p> <ul style="list-style-type: none"> Employ design techniques that create “visual noise” via cladding or other design features that make it easy for birds to identify buildings as such and not mistake buildings for open sky or trees; Decrease continuity of reflective surfaces using “visual marker” design techniques, which techniques may include: <ul style="list-style-type: none"> Patterned or fritted glass, with patterns at most 28 centimeters apart, One-way films installed on glass, with any picture or pattern or arrangement that can be seen from the outside by birds but appear transparent from the inside, Geometric fenestration patterns that effectively divide a window into smaller panes of at most 28 centimeters, and/or Decals with patterned or abstract designs, with the maximum clear spaces at most 28 centimeters square. Up to 60 feet high on building facades facing the shoreline, decrease reflectivity of glass, using design techniques such as plastic or metal screens, light-colored blinds or curtains, frosting of glass, angling glass towards the ground, UV-A glass, or awnings and overhangs; Eliminate the use of clear glass on opposing or immediately adjacent faces of the building without intervening interior obstacles such that a bird could perceive its flight path through the glass to be unobstructed; Mute reflections in glass using strategies such as angled glass, shades, internal screens, and overhangs; and Place new vegetation sufficiently away from glazed building facades so that no reflection occurs. Alternatively, if planting of landscapes near a glazed building façade is desirable, situate trees and shrubs immediately adjacent to the exterior glass walls, at a distance of less than 3 feet from the glass. Such close proximity will obscure habitat reflections and will minimize fatal collisions by reducing birds’ flight momentum. <p>Lighting. In addition to implementation of the City/VA Lighting MOA, the project applicant shall similarly ensure that the design and specifications for buildings implement design elements to reduce lighting usage, change light direction, and contain light. These include, but are not limited to, the following general considerations that should be applied wherever feasible throughout Alameda Point to reduce night lighting impacts on species other than least terns:</p> <ul style="list-style-type: none"> Avoid installation of lighting in areas where not required for public safety Examine and adopt alternatives to bright, all-night, floor-wide lighting when interior lights would be visible from the exterior or exterior lights must be left on at night, including: 	<p>Project applicant shall retain a qualified biologist to review and approve design of buildings for potential impacts on birds related to bird strike, lighting, and placement of rooftop antennae and other rooftop elements.</p> <p>Project applicant shall provide educational materials to building tenants and occupants, hotel guests, and residents encouraging them to minimize light transmission from windows.</p> <p>Project applicant or City shall document activities undertaken per this mitigation measure.</p> <p>Project applicant or City shall maintain records that include the written descriptions provided by the building developer of the measures and features of the design for each building that are intended to address potential impacts on birds, and the recommendations and memoranda prepared by the qualified biologist experienced with bird strikes.</p>	<p>City of Alameda Community Development Department; CDFW; USFWS</p>	<p>Review submittal and documentation of measures and features incorporated to address potential impacts on birds.</p> <p>Ensure that education materials get distributed to building tenants, occupants, hotel guests, and residents appropriately.</p> <p>Ensure proper documentation of activities prescribed by Measure 4.E-4b.</p>	<p>Prior to issuance of building permit(s)</p>	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<ul style="list-style-type: none"> - Installing motion-sensitive lighting - Installing task lighting - Installing programmable timers - Installing fixtures that use lower-wattage, sodium, and yellow-red spectrum lighting. • Install strobe or flashing lights in place of continuously burning lights for any obstruction lighting. • Where exterior lights are to be left on at night, install fully shielded lights to contain and direct light away from the sky. 					
<p>Antennae, Monopole Structures, and Rooftop Elements. The City shall ensure, as a condition of approval for every building permit, that buildings minimize the number of and co-locate rooftop-antennas and other rooftop equipment, and that monopole structures or antennas on buildings, in open areas, and at sports and playing fields and facilities do not include guy wires.</p> <p>Educating Residents and Occupants. The City shall ensure, as a condition of approval for every building permit, that the project applicant agrees to provide educational materials to building tenants and occupants, hotel guests, and residents encouraging them to minimize light transmission from windows, especially during peak spring and fall migratory periods, by turning off unnecessary lighting and/or closing window coverings at night. The City shall review and approve the educational materials prior to building occupancy.</p> <p>Documentation. The project applicant and/or City shall document undertaking the activities described in this mitigation measure and maintain records that include, among others, the written descriptions provided by the building developer of the measures and features of the design for each building that are intended to address potential impacts on birds, and the recommendations and memoranda prepared by the qualified biologist experienced with bird strikes who reviews and approves the design of any proposed projects to ensure that they sufficiently minimize the potential for bird strikes.</p>					
<p>Mitigation Measure 4.E-4c: (Breeding Birds) The City shall require project applicants to conduct pre-construction breeding bird surveys for projects proposed in areas containing, or likely to contain, habitat for nesting birds as a condition of approval for any development-related permit. Specific measures to avoid and minimize impacts on nesting birds include, but are not limited to, those described below.</p> <ul style="list-style-type: none"> • To avoid and minimize potential impacts on nesting raptors and other birds, preconstruction surveys shall be performed not more than one week prior to initiating vegetation removal and/or construction activities during the breeding season (i.e., February 1 through August 31) • To avoid and minimize potential impacts on nesting raptors and other birds, a no-disturbance buffer zone shall be established around active nests during the breeding season until the young have fledged and are self-sufficient, when no further mitigation would be required • Typically, the size of individual buffers ranges from a minimum of 250 feet for raptors to a minimum of 50 feet for other birds but can be adjusted based on an evaluation of the site by a qualified biologist in cooperation with the USFWS and/or CDFW • Birds that establish nests after construction starts are assumed to be habituated to and tolerant of the indirect impacts resulting from construction noise and human activity. However, direct take of nests, eggs, and nestlings is still prohibited and a buffer must be established to avoid nest destruction. • If construction ceases for a period of more than two weeks, or vegetation removal is required after a period of more than two weeks has elapsed from the preconstruction surveys, then new nesting bird surveys must be conducted. 	<p>Project applicant shall conduct pre-construction breeding bird surveys.</p> <p>Project applicant shall implement identified avoidance and minimization measures for nesting bird impacts.</p>	<p>City of Alameda Community Development Department</p>	<p>Review construction specifications to ensure incorporation of nesting bird avoidance and minimization measures.</p> <p>Monitor to ensure implementation of avoidance and minimization measures during construction.</p>	<p>Prior to issuance of building permit(s) and during construction</p>	<p>Although this mitigation measure is particularly critical for projects located in the Northwest Territories and the Federal Property, it is applicable to any project on a site that has trees, shrubs, buildings, or other structures, all of which can provide nesting habitat for birds.</p>
<p>Mitigation Measure 4.E-4f: (Open Refuse Containers) The City shall prohibit open refuse containers that contain food waste throughout the project area. This prohibition shall be incorporated into the terms and conditions of all City approvals for future development at Alameda Point.</p>	<p>The City will prohibit placement of open refuse containers that contain food waste.</p>	<p>City of Alameda Community Development Department</p>	<p>City to ensure that measure is implemented.</p>	<p>After construction is complete.</p>	
<p>Mitigation Measure 4.E-5: The City of Alameda shall implement Mitigation Measures 4.E-1f through 4.E-1g (avoid and minimize impacts on special-status wildlife), ,</p>	<p>See Mitigation Measures 4.E-1f through 4.E-1h</p>				
<p>Mitigation Measure 4.E-6: The City of Alameda shall implement Mitigation Measures 4.E-1f through 4.E-1hg (avoid and minimize impacts on special-status wildlife),</p>	<p>See Mitigation Measures 4.E-1f through 4.E-1h</p>				
<p>Mitigation Measure 4.E-7: The City of Alameda shall implement Mitigation Measures 4.E-1f through 4.E-1h (avoid and minimize impacts on special-status wildlife),</p>	<p>See Mitigation Measures 4.E-1f through 4.E-1h</p>				

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
F. Air Quality and Greenhouse Gases					
<p>Mitigation Measure 4.F-1a: (Fugitive Dust) The following BAAQMD Best Management Practices for fugitive dust control will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites:</p> <p>Basic Controls that Apply to All Construction Sites</p> <ol style="list-style-type: none"> All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. All vehicle speeds on unpaved roads shall be limited to 15 mph. All streets, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. A publicly visible sign shall be posted with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations. 	<p>Project applicant shall incorporate the BAAQMD BMPs for fugitive dust control in construction specifications.</p> <p>Project applicant shall implement BMPs during construction.</p>	<p>City of Alameda Community Development Department</p>	<p>Review construction specifications for inclusion of BAAQMD BMPs.</p> <p>Monitor to ensure that BMPs are implemented during construction.</p>	<p>Prior to issuance of building permit(s) and on-going during construction.</p>	
<p>Mitigation Measure 4.F-1.b: (Construction Exhaust) The following control measures for construction emissions will be required for all construction activities within the project area:</p> <ul style="list-style-type: none"> All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes. Clear signage shall be provided for construction workers at all access points. The Project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NOx reduction and 45 percent PM reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available. (The Level 3 Verified Diesel Emissions Control (VDEC) required under Mitigation Measure 4.F-1d would also comply with this measure) Require that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NOx and PM. Require all contractors to use equipment that meets CARB's most recent certification standard for off-road heavy duty diesel engines 	<p>Project applicant shall incorporate control measures for construction emissions in construction specifications.</p> <p>Project applicant shall implement control measures during construction.</p>	<p>City of Alameda Community Development Department</p>	<p>Review construction specifications to ensure incorporation of control measures for construction emissions.</p> <p>Monitor to ensure that construction exhaust measures are implemented during construction.</p>	<p>Prior to issuance of building permit(s) and during construction.</p>	
<p>Mitigation Measure 4.F-1c: (Demolition Controls) Demolition and disposal of any asbestos containing building material shall be conducted in accordance with the procedures specified by Regulation 11, Rule 2 (Asbestos Demolition, Renovation and Manufacturing) of BAAQMD's regulations.</p>	<p>Project applicant shall incorporate BAAQMD's Regulation 11, Rule 2 procedures in construction specifications.</p> <p>Project applicant shall implement measures as outlined in Regulation 11, Rule 2 of BAAQMD's regulations.</p>	<p>City of Alameda Community Development Department</p>	<p>Review construction specifications to ensure incorporation of BAAQMD's measures for the demolition and disposal of asbestos.</p> <p>Ensure Project applicant complies with Regulation 11, Rule 2 procedures of BAAQMD's regulations.</p>	<p>Prior to and during construction.</p>	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.F-1d: (Toxic Air Contaminants and PM2.5) The project sponsors shall ensure that construction contract specifications include a requirement that all off-road construction equipment used for project improvements be equipped with a Level 3 Verified Diesel Emissions Control (VDEC), which would reduce diesel particulate emissions by at least 85 percent.	Project applicant shall incorporate toxic air contaminants and PM2.5 measure in construction contract specifications. Project applicant will use off-road construction equipment with a Level 3 Verified Diesel Emissions Control.	City of Alameda Community Development Department	Review construction specifications to ensure that toxic air contaminants and PM2.5 measure is incorporated. Ensure that Project applicant uses off-road construction equipment with a Level 3 Verified Diesel Emissions Control.	Prior to and during construction.	
Mitigation Measure 4.F-1e: (Delayed Occupancy) Health risks from construction-related emissions to new residences proposed under the project shall be minimized by delaying issuance of occupancy permits for new residential until after the completion of construction activities at adjacent buildings upwind in prevailing west and northwest winds during individual development phases of the project.	Project applicant shall delay occupancy until after completion of construction activities at adjacent buildings.	City of Alameda Community Development Department	Ensure that occupancy is delayed until after completion of construction activities at adjacent buildings.	Prior to issuance of occupancy permit(s)	* This mitigation measure applies only to residential projects.
Mitigation Measure 4.F-2: (Greenhouse Gas Reduction Measures) The following measures shall be incorporated into the project design for properties within the project area: <ul style="list-style-type: none"> Implement a Transportation Demand Management (TDM) program, as described in detail in Mitigation Measure 4.C.1a in Section 4.C, Transportation. Require only natural gas hearths in residential units as a condition of final building permit; Require smart meters and programmable thermostats; Meet Green Building Code standards in all new construction; Install solar water heaters for all uses as feasible; Use recycled water when available; Install low-flow fixtures (faucets, toilets, showers); Use water efficient irrigation systems; and Institute recycling and composting services. 	Project applicant shall incorporate measures into project design documents.	City of Alameda Community Development Department	Ensure that project design documents incorporate measures identified in Mitigation Measure 4.F-2.	During design phase.	
Mitigation Measure 4.F-4: Implement Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e.	See Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e.				
Mitigation Measure 4.F-7a: Implement Mitigation Measure 4.F-2.	See Mitigation Measure 4.F-2.				
Mitigation Measure 4.F-7b: (Fuel-Efficient Vehicles) The City shall promote use of clean fuel-efficient vehicles through preferential parking, installation of charging stations, and low emission electric vehicle carsharing programs to reduce the need to have a car or second car vehicles in the TDM Program.	City shall require implementation of measures identified in Measure 4.F-7b.	City of Alameda Community Development Department			
Mitigation Measure 4.F-8: Implement Mitigation Measures 4.F-2 and 4.F-7b.	See Mitigation Measures 4.F-2 and 4.F-7b.				
G. Noise					
Mitigation Measure 4.G-1a: (Construction Hours) The City will require construction contractors to limit standard construction activities hours to be in compliance with the Noise Ordinance. Pile driving activities greater than 90 dBA limited to between 8:00 a.m. and 4:00 p.m. Monday through Friday. No pile driving shall be allowed on weekends and National holidays.	Project applicant and its contractor(s) to include noise limitations in construction specifications. Project applicant and its contractor(s) to comply with the Noise Ordinance and ensure that pile driving activities greater than 90 dBA are limited between 8:00 a.m. and 4:00 p.m. Monday through Friday.	City of Alameda Community Development Department	Review construction specifications to ensure measure is incorporated; inspection to ensure conformance.	Prior to issuance of grading or building permit(s); inspection during construction	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>Mitigation Measure 4.G-1b: (Construction Noise Measures) To reduce daytime noise impacts due to construction, the City will require construction contractors to implement the following measures:</p> <ul style="list-style-type: none"> Equipment and trucks used for project construction will utilize the best available noise control techniques, such as improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible. Impact tools (i.e., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust will be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves will be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures will be used, such as drills rather than impact equipment, whenever feasible. Stationary noise sources will be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible. Haul routes that affect the fewest number of people will be selected. 	Project applicant and its contractor(s) shall use best available noise-control techniques described and locate stationary noise sources as far from adjacent receptors as possible.	City of Alameda Community Development Department	Require use of noise-control techniques in building permit; inspect construction site to confirm adherence to those requirements.	Prior to issuance of grading building permit(s); inspect during construction	
<p>Mitigation Measure 4.G-1c: (Pile Driving Noise Attenuation Measures) Pile driving activities within 300 feet of sensitive receptors will require additional noise attenuation measures. Prior to commencing construction, a plan for such measures will be submitted for review and approval by the City to ensure that maximum feasible noise attenuation will be achieved. These attenuation measures will include as many of the following control strategies as feasible:</p> <ul style="list-style-type: none"> Erect temporary plywood noise barriers if they would block the line of sight between sensitive receptors and construction activities, particularly for existing residences in the northern area of the project site and for residences across Main Street; Implement "quiet" pile driving technology (such as pre-drilling of piles or use of sonic pile drivers), where feasible, in consideration of geotechnical and structural requirements and conditions; and Utilize noise control blankets on the building structure as the building is erected to reduce noise emission from the site. 	Project applicant and its contractor(s) shall prepare plan and submit to City; implement during construction.	City of Alameda Community Development Department	Review noise-attenuation plan and incorporate plan into building permit; inspect site during construction to confirm adherence to plan.	Prior to issuance of grading or building permit(s); inspect site during construction	
<p>Mitigation Measure 4.G-1d: (Complaint Tracking) Prior to the issuance of each building permit, along with the submission of construction documents, the project applicant will submit to the City a list of measures to respond to and track complaints pertaining to construction noise. These measures will include:</p> <ul style="list-style-type: none"> Signs will be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number with the City of Alameda in the event of noise complaints. The project applicant will designate an onsite complaint and enforcement manager to track and respond to noise complaints; and Notification of neighbors within 300 feet of the project construction area at least 30 days in advance of pile-driving activities about the estimated duration of the activity. 	Project applicant and its contractor(s) shall post construction information and track complaints pertaining to construction noise	City of Alameda Community Development Department	Review construction specifications to ensure conformance; inspection to ensure conformance	Prior to issuance of building permit(s)	
Mitigation Measure 4.G-2: Implement Mitigation Measures 4.G-1a through 4.G-1d.	See Mitigation Measures 4.G-1a through 4.G-1d.				
Mitigation Measure 4.G-3: To reduce automobile trips and associated automobile noise impacts, implement Mitigation Measure 4.C2a (TDM Program).	See Mitigation Measure 4.C-2a.				
<p>Mitigation Measure 4.G-4: (Noise Ordinance) During individual project phase design preparation, the City will require a project applicant to comply with the Noise Ordinance and General Plan standards. These measures implement noise control measures to ensure that all non-transportation source operations comply with City standards and will include, but not be limited to, the following:</p> <ul style="list-style-type: none"> The proposed land uses will be designed so that on-site mechanical equipment (e.g., HVAC units, compressors, generators) and area-source operations (e.g., loading docks, parking lots, and recreational-use areas) are located as far as possible and/or shielded from nearby noise sensitive land uses to meet City noise standards. On-site landscape maintenance equipment will be equipped with properly operating exhaust mufflers and engine shrouds, in accordance with manufacturers' specifications. The following activities will be limited to the hours of 7:00 a.m. to 10:00 p.m. unless site-specific analysis confirms that noise impacts to sensitive receptors would be less-than-significant: <ul style="list-style-type: none"> Truck deliveries; Operations of motor powered landscape maintenance equipment; and Outdoor use of amplified sound systems. 	Project applicant and its contractor(s) shall incorporate operational noise control measures in project design phase documents.	City of Alameda Community Development Department	City shall ensure that design phase documents of individual projects incorporate operational noise control measures.	During design phase and prior to issuance of building permit(s)	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.G-5: (Noise Study and Design Measures) The City will require project sponsors for residential development to submit a detailed noise study, prepared by a qualified noise consultant, to determine design measures necessary to achieve acceptable interior noise levels at the proposed new residences. The study will be submitted to the City for review and approval. Design measures such as the following could be required, depending on the specific findings of the noise study: double-paned glass windows facing noise sources; solid-core doors; increased sound insulation of exterior walls (such as through staggered-or double-studs, multiple layers of gypsum board, and incorporation of resilient channels); weather-tight seals for doors and windows; or mechanical ventilation such as an air conditioning system.	Project applicant shall obtain a qualified noise consultant to prepare a noise study. Noise consultant will prepare a noise study and determine design measures necessary to achieve acceptable interior noise levels at new residences.	City of Alameda Community Development Department	City shall review and approve noise study and ensure that design measures would meet acceptable interior noise level standards.	Prior to construction.	*This mitigation measure applies only to residential projects.
Mitigation Measure 4.G-6: Implement Mitigation Measures 4.G-3 and 4.G-5.	See Mitigation Measures 4.G-3 and 4.G-5.				
H. Geology, Soils, and Seismicity					
Mitigation Measure 4.H-1: (Geotechnical Investigation) Prior to approval of a building permit, a site specific, design-level geotechnical investigation shall be prepared for all proposed development on the project site. The investigation shall include detailed characterization of the distribution and compositions of subsurface materials and an assessment of their potential behavior during violent seismic ground-shaking. The analysis shall recommend site preparation and design parameters that would be necessary to avoid or substantially reduce structural damage under anticipated peak ground accelerations in accordance with seismic design requirements within the most current version of the California Building Code and Alameda Municipal Code. The investigation and recommendations shall be in conformance with all applicable city ordinances and policies and consistent with the design requirements of the calculated Seismic Design Category for each site in accordance with the California Building Code. The geotechnical report shall be prepared by a California-registered geotechnical engineer and approved by the City, and all recommendations contained in the report shall be included in the final design of the project. Mitigation Measure 4.H-1 would ensure that the proposed project would be designed to withstand strong seismic ground-shaking, and that the occupants of the proposed development are informed of safety procedures to follow in the event of an earthquake.	Project applicant shall obtain a California-registered geotechnical engineer to conduct design-level geotechnical investigation. Geotechnical engineer shall conduct geotechnical investigation, prepare a report and develop recommendations in accordance to Measure 4.H-1. Engineer shall ensure that recommendations conform to city ordinances and policies.	Project applicant and City of Alameda Community Development Department	City shall review and approve geotechnical report.	Prior to approval of building permit(s)	
Mitigation Measure 4.H-2: (Geotechnical Mitigation) Prior to issuance of a building permit, earthwork, foundation and structural design for proposed development under the project shall be conducted in accordance with all recommendations contained in the required geotechnical investigation (Mitigation Measure 4.H-1a). The investigation must include an assessment of all potentially foreseeable seismically-induced ground failures, including liquefaction, sand boils, lateral spreading and rapid settlement. Mitigation strategies must be designed for the site-specific conditions of the project and must be reviewed for compliance with the guidelines of CGS Special Publication 117A prior to incorporation into the project. Examples of possible strategies include edge containment structures (berms, diked sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, soil modification, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can accommodate predicted displacements.	Project applicant shall ensure that geotechnical investigation includes assessment of all potentially foreseeable seismically-induced ground failures, including liquefaction, sand boils, lateral spreading and rapid settlement. Project applicant shall ensure that mitigation strategies are developed consistent with the guidelines of CGS Special Publication 117A.	Project applicant and City of Alameda Community Development Department	Ensure that geotechnical report addresses seismically-induced ground failures listed in the measure. Review and ensure that mitigation strategies are developed consistent with the guidelines of CGS Special Publication 117A.	Review mitigation strategies prior to incorporation into the project. Prior to issuance of building permit(s).	
Mitigation Measure 4.H-4: (Settlement Mitigation) The required geotechnical report for each development project (Mitigation Measure 4.H-1a) shall determine the susceptibility of the project site to settlement and prescribe appropriate engineering techniques for reducing its effects. Where settlement and/or differential settlement is predicted, mitigation measures—such as lightweight fill, geofoam, surcharging, wick drains, deep foundations, structural slabs, hinged slabs, flexible utility connections, and utility hangers—shall be used. These measures shall be evaluated and the most effective, feasible, and economical measures shall be recommended. Engineering recommendations shall be included in the project engineering and design plans, and be reviewed and approved by a registered geotechnical engineer. All construction activities and design criteria shall comply with applicable codes and requirements of the most recent California Building Code, and applicable City construction and grading ordinances.	Project applicant shall ensure that geotechnical investigation assesses the susceptibility of the site to settlement, prescribes engineering techniques for reducing its effects, and includes recommended mitigation measures. Project applicant will include recommendations in project engineering and design plans. Applicant will comply with all applicable codes and requirements during construction.	City of Alameda Community Development Department and registered geotechnical engineer.	Ensure that geotechnical report evaluates susceptibility of the site to settlement and that recommendations and mitigation measures are included. Registered geotechnical engineer will review and approve engineering recommendations. City will ensure that construction activities and design criteria comply with applicable codes and requirements.	During the design and construction phases.	
Mitigation Measure 4.H-5: (Expansive Soils Assessment) Prior to issuance of a building permit, subsurface earthwork (e.g., placement of engineered fill), shall be conducted in accordance with all recommendations contained in the required geotechnical investigation (Mitigation Measure 4.H-1). The geotechnical report must include an assessment of all potentially expansive soils that could adversely affect proposed improvements. Geotechnical strategies must be designed for the site-specific conditions of the project and must be reviewed for compliance with the requirements of the most recent California Building Code as well as any additional City of Alameda requirements.	Project applicant will ensure that geotechnical report includes assessment of expansive soils and strategies consistent with most recent California Building Code as well as any additional City of Alameda requirements.	City of Alameda Community Development Department	City will review and approve strategies/recommendations outlined in geotechnical report.	Prior to issuance of building permit(s)	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
I. Hydrology and Water Quality					
<p>Mitigation Measure 4.I-1: (Water Quality Measures) The City shall ensure that project applicants for projects at Alameda Point implement the following measures as part associated with the extracted water during project construction:</p> <ul style="list-style-type: none"> The RWQCB could require compliance with certain provisions in the permit such as treatment of the flows prior to discharge. The project applicant shall discharge the extracted water to the sanitary sewer or storm drain system with authorization of and required permits from the applicable regulatory agencies, in this case the City of Alameda. The project applicant shall comply with applicable permit conditions associated with the treatment of groundwater prior to discharge. If necessary a dewatering collection and disposal method shall be prepared and implemented for the project. 	<p>Project applicant will incorporate water quality measures in the construction specifications.</p> <p>Project applicant will obtain and comply with necessary permits from RWQCB and City of Alameda for any activities requiring discharge of extracted water to the sanitary sewer or storm drain system.</p>	City of Alameda Community Development Department, RWQCB	<p>RWQCB and City will review permit application for activities involving discharge or extracted water necessary during construction activities.</p> <p>Upon approval, City will monitor to ensure compliance with permit conditions.</p>	Prior to construction	
<p>Mitigation Measure 4.I-2: (Integrated Pest Management) The City shall ensure that future project applicants implement Integrated Pest Management measures to reduce fertilizer and pesticide contamination of receiving waters, as follows:</p> <ul style="list-style-type: none"> Prepare and Implement an Integrated Pest Management Plan (IPM) for all common landscaped areas. The IPM shall be prepared by a qualified professional and shall recommend methods of pest prevention and turf grass management that use pesticides as a last resort in pest control. Types and rates of fertilizer and pesticide application shall be specified. The IPM shall specify methods of avoiding runoff of pesticides and nitrates into receiving storm drains and surface waters or leaching into the shallow groundwater table. Pesticides shall be used only in response to a persistent pest problem that cannot be resolved by non-pesticide measures. Preventative chemical use shall not be employed. The IPM shall fully integrate considerations for cultural and biological resources into the IPM with an emphasis toward reducing pesticide application. 	<p>The Project applicant will incorporate Integrated Pest Management measures into construction specifications.</p> <p>The Project applicant will implement Integrated Pest Management measures including an integrated pest management plan.</p>	City of Alameda Community Development Department	<p>City will ensure that the Integrated Pest Management measures are included in the construction specifications.</p> <p>City will monitor and ensure that Project applicant implements pest management measures.</p>	Prior to construction and after construction.	
<p>Mitigation Measure 4.I-8: (Sea-Level Protection) The City shall implement the following steps prior to project implementation:</p> <ul style="list-style-type: none"> Apply for membership in the National Flood Insurance Program (NFIP) Community Rating System (CRS), and as appropriate through revisions to the City Code, obtain reductions in flood insurance rates offered by the NFIP to community residents. Cooperate with FEMA in its efforts to comply with recent congressional mandates to incorporate predictions of sea level rise into its Flood Insurance Studies and FIRM. Implement climate adaptation strategies such as avoidance/planned retreat, enhance levees, setback levees to accommodate habitat transition zones, buffer zones and beaches, expanded tidal prisms for enhanced natural scouring of channel sediments, raising and flood-proofing structures, or provisions for additional floodwater pumping stations, and inland detention basins to reduce peak discharges. 	<p>City will incorporate measures into construction plans and specifications.</p> <p>City will implement measures as stated in Measure 4.I-8.</p>	City of Alameda Community Development Department	<p>City shall ensure that structural design and adaptive measures are incorporated in construction plans and specifications.</p> <p>City will monitor to ensure implementation of measures.</p>	Prior to construction.	*Although implementation of this mitigation measure is the responsibility of the City of Alameda, it should be implemented prior to construction of the first new development project at Alameda Point.
J. Hazards and Hazardous Materials					
<p>Mitigation Measure 4.J-1a: (Hazardous Building Material Assessment) Prior to issuance of any demolition permit, the project applicant shall submit to the City a hazardous building material assessment prepared by qualified licensed contractors for each structure intended for demolition indicating whether LBP or lead-based coatings, ACMs, and/or PCB-containing equipment are present.</p>	<p>Project applicant will obtain a qualified licensed contractor to prepare and submit a hazardous building material assessment.</p> <p>Qualified contractor will prepare and submit hazardous building material assessment for the Project applicant and City's review.</p>	City of Alameda Community Development Department	City will review the hazardous building material assessment.	Prior to issuance of demolition permit(s).	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
<p>Mitigation Measure 4.J-1b: (Health and Safety Plan) If the assessment required by Mitigation Measure 4.J-1a indicates the presence of LBP, ACMs, and/or PCBs, the project applicant shall create and implement a health and safety plan to protect demolition and construction workers and the public from risks associated with such hazardous materials during demolition or renovation of affected structures.</p>	<p>Project applicant will prepare and implement a health and safety plan if Measure 4.J-1 indicates the presence of LBP, ACMs, and/or PCBs.</p>	City of Alameda Community Development Department	<p>City will review health and safety plan.</p> <p>City will monitor to ensure that the health and safety plan is implemented.</p>	Prior to and during construction.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>Mitigation Measure 4.J-1c: (LBP Removal Plan) If the assessment required by Mitigation Measure 4.J-1a finds presence of LBP, the project applicant shall develop and implement a LBP removal plan. The plan shall specify, but not be limited to, the following elements for implementation:</p> <ul style="list-style-type: none"> • Develop a removal specification approved by a Certified Lead Project Designer. • Ensure that all removal workers are properly trained. • Contain all work areas to prohibit off-site migration of paint chip debris. • Remove all peeling and stratified LBP on building and non-building surfaces to the degree necessary to safely and properly complete demolition activities according to recommendations of the survey. The demolition contractor shall be responsible for the proper containment and disposal of intact LBP on all equipment to be cut and/or removed during the demolition. • Provide on-site personnel and area air monitoring during all removal activities to ensure that workers and the environment are adequately protected by the control measures used. • Clean up and/or vacuum paint chips with a high efficiency particulate air (HEPA) filter. • Collect, segregate, and profile waste for disposal determination. • Properly dispose of all waste. 	<p>Project applicant will prepare and implement a LBP removal plan if LBP is found present.</p>	<p>City of Alameda Community Development Department</p>	<p>City will review LBP removal plan. City will monitor to ensure that LBP removal plan is implemented.</p>	<p>Prior to construction and during construction.</p>	<p>*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.</p>
<p>Mitigation Measure 4.J-1d: (Asbestos Abatement Plan) If the assessment required by Mitigation Measure 4.J-1a finds asbestos, the project applicant shall prepare an asbestos abatement plan and shall ensure that asbestos abatement is conducted by a licensed contractor prior to building demolition. Abatement of known or suspected ACMs shall occur prior to demolition or construction activities that would disturb those materials. Pursuant to an asbestos abatement plan developed by a state-certified asbestos consultant and approved by the City, all ACMs shall be removed and appropriately disposed of by a state certified asbestos contractor.</p>	<p>If asbestos is found upon implementation of Mitigation Measure 4.J-1a, Project applicant will prepare an asbestos abatement plan. Project applicant will obtain a state-certified asbestos consultant to prepare the asbestos plan. State-certified asbestos consultant will ensure that all ACMs are removed and appropriately disposed of.</p>	<p>City of Alameda Community Development Department</p>	<p>City will review and shall approve the asbestos abatement plan. Ensure that abatement of known or suspected ACMs are removed by a state certified asbestos contractor.</p>	<p>Prior to building demolition activities, and during demolition work.</p>	<p>*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.</p>
<p>Mitigation Measure 4.J-1e: (PCB Abatement) If the assessment required by Mitigation Measure 4.J-1a finds PCBs, the project applicant shall ensure that PCB abatement is conducted prior to building demolition or renovation. PCBs shall be removed by a qualified contractor and transported in accordance with Caltrans requirements.</p>	<p>If PCBs are found upon implementation of Mitigation Measure 4.J-1a, Project applicant will obtain a qualified contractor to implement PCB abatement. Qualified contractor will remove PCBs and will transport in accordance with Caltrans requirements.</p>	<p>City of Alameda Community Development Department</p>	<p>City will ensure that PCB abatement measure is incorporated in construction plans and specifications. City will monitor and ensure that PCB abatement measures are implemented.</p>	<p>Prior to and during building demolition or renovation work.</p>	<p>*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.</p>
<p>Mitigation Measure 4.J-2: (Site Management Plan) Prior to issuance of a building or grading permit for any ground breaking activities within the project site, the City shall prepare a Site Management Plan (SMP) that is approved by US EPA, DTSC, and the Water Board for incorporation into construction specifications. Any additional or remaining remediation on identified parcels from the City's tracking system shall be completed as directed by the responsible agency, U.S. EPA, DTSC, or Water Board, in accordance with the deed restrictions and requirements as well as any Covenants(s) to Restrict Use of Property (CRUP), prior to commencement of construction activities. Where necessary, additional remediation shall be accomplished by the project applicant prior to issuance of any building or grading permits in accordance with all requirements set by the overseeing agency (i.e., U.S. EPA, DTSC, or Water Board). The SMP shall be present on site at all times and readily available to site workers. The SMP shall specify protocols and requirements for excavation, stockpiling, and transport of soil and for disturbance of groundwater as well as a contingency plan to respond to the discovery of previously unknown areas of contamination (e.g., discolored soils, strong petroleum odors, an underground storage tank unearthed during normal construction activities, etc.). At a minimum the SMP shall include the following components:</p>	<p>City and Project applicant shall prepare a Site Management Plan (SMP) for U.S. EPA, DTSC, or State Water Resources Control Board's (Water Board) approval. City and Project applicant shall implement additional or remaining remediation efforts from the City's tracking system and as directed by the U.S. EPA, DTSC, or Water Board. City will implement measures contained in the approved SMP.</p>	<p>City of Alameda Community Development Department and U.S. EPA, DTSC, or Water Board.</p>	<p>The City, U.S. EPA, DTSC, or Water Board will review SMP and ensure SMP is incorporated into construction specifications. City and the overseeing agency will ensure that Project applicant implements additional remediation requirements based on those established by overseeing agency as well as any Covenants to Restrict Use of Property (CRUP). The City and the overseeing agency will ensure that the SMP is present on site at all</p>	<p>Prior to issuance of a building or grading permit</p>	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>1. <i>Soil management requirements.</i> Protocols for stockpiling, sampling, and transporting soil generated from onsite activities. The soil management requirements must include:</p> <ul style="list-style-type: none"> • Soil stockpiling requirements such as placement of cover, application of moisture, erection of containment structures, and implementation of security measures. Additional measures related to BAAQMD dust control requirements as they apply to contamination shall also be included, as needed (see also Air Quality section). • Protocols for assessing suitability of soil for on-site reuse through representative laboratory analysis of soils as approved by U.S. EPA, DTSC, or Water Board, taking into account the site-specific health-based remediation goals, other applicable health-based standards, and the proposed location, circumstances, and conditions for the intended soil reuse. • Requirements for offsite transportation and disposal of soil not determined to be suitable for onsite reuse. Any soil identified for offsite disposal must be packaged, handled, and transported in compliance with all applicable state, federal, and the disposal facility's requirements for waste handling, transportation and disposal. • Protocols for adherence to the City of Alameda's Marsh Crust Ordinance. • Measures to be taken for areas of IR Site 13 where refinery wastes and asphaltic residues known as tarry refinery waste might be encountered. Measures shall include requirements for the storage, handling and disposal/recycling of any suspected tarry refinery waste that may be encountered. • Radiological screening protocols for the radiological sites identified by the Navy as approved by the U.S. EPA, where necessary. <p>2. <i>Groundwater management requirements.</i> Protocols for conducting dewatering activities and sampling and analysis requirements for groundwater extracted during dewatering activities. The sampling and analysis requirements shall specify which groundwater contaminants must be analyzed or how they will be determined. The results of the groundwater sampling and analysis shall be used to determine which of the following reuse or disposal options is appropriate for such groundwater:</p> <ul style="list-style-type: none"> • Onsite reuse (e.g., as dust control); • Discharge under the general permit for stormwater discharge for construction sites; • Treatment (as necessary) before discharge to the sanitary sewer system under applicable East Bay MUD waste discharge criteria; • Treatment (as necessary) before discharge under a site-specific NPDES permit; • Offsite transport to an approved offsite facility. <p>For each of the options listed, the SMP shall specify the particular criteria or protocol that would be considered appropriate for reuse or disposal options. The thresholds used must, at a minimum, be consistent with the applicable requirements of the Water Board and East Bay MUD.</p> <p>3. <i>Unknown contaminant/hazard contingency plan.</i> Procedures for implementing a contingency plan, including appropriate notification, site worker protections, and site control procedures, in the event unanticipated potential subsurface hazards or hazardous material releases are discovered during construction. Control procedures shall include:</p> <ul style="list-style-type: none"> • Protocols for identifying potential contamination through visual or olfactory observation; • Protocols on what to do in the event an underground storage tank is encountered; • Emergency contact procedures; • Procedures for notifying regulatory agencies and other appropriate parties; • Site control and security procedures; • Sampling and analysis protocols; and <p>4. Interim removal work plan preparation and implementation procedures.</p>					
<p>Mitigation Measure 4.J-7: (Land Use Restriction Tracking Program) The City shall include closed and open IR CERCLA sites that have land-use controls within its Land-use Restriction Tracking Program for identification and disclosure of any past cleanup efforts and current status of any remaining contamination, if any. Additional control measures such as vapor barriers and venting may be required as a condition of approval in areas where soil gas emissions have been identified. Prior to transfer of title for any parcel, the City shall require that the SMP as approved by US EPA, DTSC, and the Water Board be incorporated into intrusive site operations as required through deed restriction, enforceable Land Use Covenant, or any other applicable legal requirement.</p>	<p>City will include closed and open Installed Restoration (IR) CERCLA sites that have land-use controls within its Land-use Restrictions Tracking Program.</p> <p>City will ensure that the SMP (as approved by U.S. EPA, DTSC, and Water Board) be incorporated into intrusive site operations as required through deed restriction, enforceable Land Use Covenant, or any other applicable legal requirement.</p>	<p>City of Alameda Community Development Department</p>	<p>City shall ensure that its Land-use Restrictions Tracking Program includes open and closed IR CERCLA sites.</p>	<p>Prior to transfer of title for any parcel.</p>	<p>*This mitigation measure will only apply to sites that have land use controls due to existing or past site contamination. The City will identify restricted sites to project applicants.</p>

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
K. Aesthetics					
<p>Mitigation Measure 4.K-4: (Lighting Mitigation) All lighting installations shall be designed and installed to be fully shielded (full cutoff) and to minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary, unless expressly exempted below. The location and design of all exterior lighting shall be shown on any site plan submitted to the City of Alameda for approval. The following lighting is exempt from these requirements:</p> <ol style="list-style-type: none"> 1. Lighting in swimming pools and other water features. 2. Exit signs and other illumination required by building codes. 3. Lighting for stairs and ramps, as required by the building code. 4. Signs that are regulated by the City sign code. 5. Holiday and temporary lighting (less than thirty days use in any one year). <p>Low-voltage landscape lighting, but such lighting should be shielded in such a way as to eliminate glare and light trespass.</p>	<p>Project applicant and its contractor(s) shall prepare landscape plans that adhere to all specifications in Mitigation Measure 4.K-4.</p>	<p>City of Alameda Community Development Department</p>	<p>Verify that the design features and recommendations listed in the mitigation measure are incorporated into the design review application for the project.</p>	<p>Prior to approval of building permit(s)</p>	
M. Utilities and Services Systems					
<p>Mitigation Measure 4.M-5: (Solid Waste Management Plan) The City shall develop a solid waste management plan for the APP consistent with Alameda’s demolition and debris ordinance. Plans for managing construction debris from specific reuse and development projects that require separation of waste types and recycling, and provide for reuse of materials onsite for the reuse and development areas, shall be developed by the project sponsor. The solid waste management plan shall be prepared in coordination with City staff, the project sponsor(s), and demolition subcontractors, and shall be approved by City staff prior to issuance of a demolition permit. The City and sponsors of projects shall work with organizations able to provide funding and technical assistance for managing and financing deconstruction, demolition, and recycling and reuse programs, should those programs exist at the time of site clearance.</p>	<p>Project applicant(s) shall develop a solid waste management plan through coordination with City staff and demolition subcontractors.</p> <p>City and Project applicant(s) shall work with organizations that would provide funding and technical assistance for managing and financing deconstruction, demolition and recycling and reuse programs.</p>	<p>City of Alameda Community Development Department</p>	<p>City of Alameda Community Development Department shall review plan.</p>	<p>Plan shall be developed prior to issuance of demolition permit.</p>	<p>* Although implementation of this mitigation measure is the responsibility of the City of Alameda, it should be implemented prior to issuance of a demolition permit to the first new development project at Alameda Point that requires demolition of existing buildings or other structures, including pavements. All projects will be required to comply with the solid waste management plan prepared by the City.</p>

EXHIBIT F

FORM OF DDA MEMORANDUM

EXHIBIT F

FORM OF DDA MEMORANDUM

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Attorney
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

No fee for recording pursuant to
Government Code Section 27383

MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT (the "Memorandum") is made as of [REDACTED], 20 [REDACTED], by and between the City of Alameda (the "City"), and MidPen Housing Corporation, a California nonprofit public benefit corporation, Alameda Point Collaborative, a California nonprofit public benefit corporation, Building Futures With Women and Children, a California nonprofit public benefit corporation, and Operation Dignity, a California nonprofit public benefit corporation (collectively, the "Developer"). This Memorandum confirms that the City and the Developer entered into that certain Disposition and Development Agreement, dated as of [REDACTED], 20 [REDACTED] (the "DDA"). The DDA sets forth certain rights and obligations of the City and the Developer with respect to conveyance, development, operation, maintenance and transfer of ownership interests in that certain real property in Alameda, California, described in the attached Attachment No. 1. Such rights and obligations as set forth in the DDA constitute covenants running with the land and are binding upon the City, the Developer, and their respective permitted successors in interest under the DDA.

This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the DDA.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Disposition and Development Agreement this _____, 20_____.

CITY:

CITY OF ALAMEDA,
a municipal corporation

By: _____
Elizabeth Warmerdam, Acting City Manager

Approved as to Form:

Andrico Q. Penick
Chief Real Estate Counsel

DEVELOPER:

MidPen Housing Corporation, a California
nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Alameda Point Collaborative, a
California nonprofit public benefit
corporation

By: _____

Name: _____

Title: _____

**Building Futures with Women and
Children,** a California nonprofit public
benefit corporation

By: _____

Name: _____

Title: _____

Operation Dignity, a California
nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

SIGNATURES MUST BE NOTARIZED

EXHIBIT F-1

LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT NO. 1 TO DDA MEMORANDUM

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT G

MILESTONE SCHEDULE

EXHIBIT G

MILESTONE SCHEDULE

This Milestone Schedule summarizes the schedule for various activities under the Disposition and Development Agreement (the "Agreement") to which this exhibit is attached. This Milestone Schedule shall not be deemed to modify in any way the provisions of the Agreement to which such items relate. Section references herein to the Agreement are intended merely as an aid in relating this Milestone Schedule to other provisions of the Agreement and shall not be deemed to have any substantive effect. Times for performance are subject to extensions as set forth in Section 1.3 of the Agreement.

Whenever this Milestone Schedule requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the City or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, the Developer shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

As provided in Section 1.4 of this Agreement, this Milestone Schedule may be modified by Operating Memoranda executed in accordance with Section 18.16 of this Agreement.

[Remainder of this Page Intentionally Left Blank]

	ACTION	DATE COMPLETED
1	Approval: City approves Exclusive Negotiating Agreement (ENA) with Market Rate Developer.	Not later than 18 months after the Effective Date of this Agreement
2	Submittal: Developer Phasing Plan Update City reviews Developer Phasing Plan with Market Rate Developer	Not later than 90 days after Market Rate Developer ENA approved
3	Submittal: Initial Financing Plan Update Developer submits Financing Plan Phase Update to City	One (1) year from the Effective Date of this Agreement
4	Approval: County of Alameda Department of Housing and Community Development provides conditional consent to allow the Collaborating Partners to release the Existing Leases pursuant to conditions of this Agreement	Not later than One (1) year from the Effective Date of this Agreement
5	Approval: Final Phasing Plan	No later than 60 days prior to scheduled Disposition and Development Agreement (DDA) with Market Rate Developer approval hearing
6	Execute: Collaborating Partners execute Release of Lease Forms, with consent from the City and Alameda County Department of Housing and Community Development, and deliver to escrow.	No later than fifteen (15) days following approval of the final phasing plan.
7	Approval: Collaborating Partners obtain Encumbrance Releases from all holders of encumbrances on the property subject to the Existing Leases (Section 7.14).	No later than fifteen (15) days following approval of the final phasing plan.
8	Approval: Development Plan and DDA with Market Rate Developer Approved w/Phasing Plan City executes DDA with Market Rate Developer	Not later than Eighteen (18) months from the Effective Date of the ENA with the Market Rate Developer (based on twelve (12) month term with two (2) three (3) month extensions)
9	Submittal: Developer Financing Plan Phase Update for Phase 1 Submitted to City	Two (2) Years from the Effective Date of the Agreement
10	Submittal: Developer submits geotechnical design of all RESHAP building phases in coordination with Market Rate Developer's application for Supplemental	Not later than eighteen (18) months after the Effective Date of the ENA with Market Rate Developer

	approvals necessary to construct Backbone Infrastructure.	
11	Approval: RESHAP Vertical Design Review Approval of all Phases.	Not later than one (1) year after the effective date of the DDA with the Market Rate Developer
12	Completion: Market Rate Developer completes Backbone Infrastructure	Not later than thirty-three (33) months after the Development Plan and DDA with the Market Rate Developer is Approved.
13	Application: Developer submits RESHAP Phase 1 Tax Credit Application	The next tax credit application round that is no earlier than (9) months prior to the completion date of the Phase 1 Backbone Infrastructure
14	Award: Developer receives Phase 1 Tax Credit financing award	Not later than twelve (12) months after the submittal of the Tax Credit Application
15	Supplemental Approvals – Developer submits applications for Supplemental Approvals for Phase 1 (Section 5.3)	Not later than two (2) months after receipt of the Phase 1 Tax Credit financing award.
16	Receipt of Supplemental Approvals – Developer submits to the City evidence that all Supplemental Approvals necessary for commencement of construction of Phase 1 have been obtained.(Section 5.3)	Not later than five (5) days before the Outside Phase Closing Date for Phase 1.
17	Submittal: Developer submits to the City Vertical Improvement Construction Contract for Phase 1 (Section 5.4)	Not later than thirty (30) days before the Outside Phase Closing Date for Phase 1
18	Approval: City approves Vertical Improvement Construction Contract for Phase 1 (Section 5.4)	Not later than fifteen (15) after the Developer submits to the City Vertical Improvement Construction Contract for Phase 1.
19	Submittal: Developer submits to the City evidence that any conditions to the release or expenditure of funds in the Phase Update Financing Plan have been met or will be met at the Closing on Phase 1	Not later than five (5) days before the Outside Phase Closing Date for Phase 1
20	Submittal: Developer Affiliate submits Vertical Improvement Completion Assurances for Phase 1	Not later than ten (10) days before the Outside Phase Closing Date for

	(Section 5.5)	Phase 1
21	Approval: City Manager approves Vertical Improvement Completion Assurances for Phase 1 (Section 5.5)	Not later than five (5) days before the Outside Phase Closing Date for Phase 1
22	Developer obtains PLL insurance for Phase 1 as required by Section 13.7	Not later than five (5) days before the Outside Phase Closing Date for Phase 1
23	Outside Phase Closing Date – Phase 1 : RESHAP Phase 1: Tax Credit Partnership Forms/City Conveys Land /Loans close/Pull Building Permits	Not later than 194 days after RESHAP Phase 1 Tax Credit financing award
24	Commencement: RESHAP Phase 1 begins construction	Not later than One (1) month after the RESHAP Phase 1 Tax Credit Partnership Forms/City Conveys Land /Loans close/Pull Building Permits
25	Completion: RESHAP Phase 1 construction completion	Not later than Twenty (20) months after commencement of construction
26	Commencement: Relocation of Building Futures or Alameda Point Collaborative residents from Phase 2 Market Rate property (west of Orion and south of West Midway) into new RESHAP Phase 1 building begins	Not later than Thirty (30) days after the completion of RESHAP Phase 1 construction
27	Completion: Relocation of Building Futures or Alameda Point Collaborative residents from Phase 2 Market Rate property (west of Orion and south of West Midway) into new RESHAP Phase 1 building complete	Not later than Ninety (90) days after the commencement of relocation of Building Futures or Alameda Point Collaborative residents into new RESHAP Phase 1 building
28	Commencement: Begin relocation of Operation Dignity residents into existing APC or Building Futures buildings (north of West Midway)	Not later than Ninety (90) days after the completion of the move of Building Futures or APC into the new RESHAP Phase 1 building.
29	Completion: Relocation of Operation Dignity residents into existing APC or Building Futures building (north of West Midway) completed	Not later than Ninety (90)days after the commencement of Relocation of Operation Dignity into Building Futures or APC's existing buildings (north of W. Midway)
30	Submittal: Developer Financing Plan Phase Update for Phase 2 Submitted to City	Not later than three (3) years from the Effective Date of this Agreement

31	Application: Developer submits RESHAP Phase 2 Tax Credit Application submitted	Not later than the next tax credit round after RESHAP Phase 1 receives an award of tax credits
32	Award: RESHAP Phase 2 Tax Credit financing award	Not later than twelve (12) months after the RESHAP Phase 2 Tax Credit Application is submitted
33	Supplemental Approvals – Developer submits applications for Supplemental Approvals for Phase 2	Not later than two (2) months after receipt of the Phase 2 Tax Credit financing award.
34	Receipt of Supplemental Approvals – Developer submits to the City evidence that all Supplemental Approvals necessary for commencement of construction of Phase 2 have been obtained.	Not later than five (5) days before the Outside Phase Closing Date for Phase 2.
35	Submittal: Developer submits to the City Vertical Improvement Construction Contracts for Phase 2 (Section 5.4)	Not later than thirty (30) days before the Outside Phase Closing Date for Phase 2
36	Approval: City approves Vertical Improvement Construction Contract for Phase 2 (Section 5.4)	Not later than fifteen (15) after the Developer submits to the City Vertical Improvement Construction Contract for Phase 2.
37	Submittal: Developer submits to the City evidence that any conditions to the release or expenditure of funds in the Phase Update Financing Plan have been met or will be met at the Closing on Phase 2	Not later than five (5) days before the Outside Phase Closing Date for Phase 2
38	Submittal: Developer Affiliate submits Vertical Improvement Completion Assurances for Phase 2 (Section 5.5)	Not later than ten (10) days before the Outside Phase Closing Date for Phase 2
39	Approval: City Manager approves Vertical Improvement Completion Assurances for Phase 2 (Section 5.5)	Not later than five (5) days before the Outside Phase Closing Date for Phase 2
40	Outside Phase Closing Date – Phase 2: RESHAP Phase 2: Tax Credit Partnership Forms/City Conveys Land /Loans close/Pull Building Permits	Not later than 194 days after RESHAP Phase 2 Tax Credit financing award
41	Commencement: RESHAP Phase 2 begins construction	Not later than One (1) month after the RESHAP Phase 2 Tax Credit Partnership Forms/City Conveys Land

		/Loans close/Pull Building Permits
42	Completion: RESHAP Phase 2 completes construction	Not later than twenty (20) months after RESHAP Phase 2 begins construction
43	Submittal: Developer Financing Plan Phase Update for Phase 3 Submitted to City	Not later than four (4) years from the Effective Date of this Agreement
44	Application: RESHAP Phase 3 Tax Credit Application submitted	The next tax credit application round that is no earlier than (9) months prior to the completion date of the Phase 2 Backbone Infrastructure
45	Award: RESHAP Phase 3 Tax Credit financing award	Not later than twelve (12) months after the RESHAP Phase 3 Tax Credit Application is submitted
46	Supplemental Approvals – Developer submits applications for Supplemental Approvals for Phase 3	Not later than two (2) months after receipt of the Phase 3 Tax Credit financing award.
47	Receipt of Supplemental Approvals – Developer submits to the City evidence that all Supplemental Approvals necessary for commencement of construction of Phase 3 have been obtained.	Not later than five (5) days before the Outside Phase Closing Date for Phase 3.
48	Submittal: Developer submits to the City Vertical Improvement Construction Contracts for Phase 3 (Section 5.4)	Not later than thirty (30) days before the Outside Phase Closing Date for Phase 3
49	Approval: City approves Vertical Improvement Construction Contracts for Phase 3 (Section 5.4)	Not later than fifteen (15) after the Developer submits to the City Vertical Improvement Construction Contract for Phase 3.
50	Submittal: Developer submits to the City evidence that any conditions to the release or expenditure of funds in the Phase Update Financing Plan have been met or will be met at the Closing on Phase 3	Not later than five (5) days before the Outside Phase Closing Date for Phase 3
51	Submittal: Developer Affiliate submits Vertical Improvement Completion Assurances for Phase 3 (Section 5.5)	Not later than ten (10) days before the Outside Phase Closing Date for Phase 3
52	Approval: City Manager approves Vertical Improvement Completion Assurances for Phase 3	Not later than five (5) days before the Outside Phase Closing Date for Phase

	(Section 5.5)	3
53	Outside Phase Closing Date – Phase 3: RESHAP Phase 3: Tax Credit Partnership Forms/City Conveys Land /Loans close/Pull Building Permits	Not later than 194 days after RESHAP Phase 3 Tax Credit Financing award
54	Commencement: RESHAP Phase 3 begins construction	Not later than One (1) month after the RESHAP Phase 3 Tax Credit Partnership Forms/City Conveys Land /Loans close/Pull Building Permits
55	Completion: RESHAP Phase 3 completes construction	Not later than 20 (twenty) months after RESHAP Phase 3 begins construction
56	Submittal: Developer Financing Plan Phase Update for Phase 4 Submitted to City	Not later than five (5) years after the Effective Date of this Agreement.
57	Application: RESHAP Phase 4 Tax Credit Application submitted	Not later than the next tax credit round after RESHAP Phase 3 receives an award of Tax Credits
58	Award: RESHAP Phase 4 Tax Credit financing award	Not later than twelve (12) months after the RESHAP Phase 4 Tax Credit Application is submitted
59	Supplemental Approvals – Developer submits applications for Supplemental Approvals for Phase 4	Not later than two (2) months after receipt of the Phase 4 Tax Credit financing award.
60	Receipt of Supplemental Approvals – Developer submits to the City evidence that all Supplemental Approvals necessary for commencement of construction of Phase 4 have been obtained.	Not later than five (5) days before the Outside Phase Closing Date for Phase 4.
61	Submittal: Developer submits to the City Vertical Improvement Construction Contracts for Phase 4 (Section 5.4)	Not later than thirty (30) days before the Outside Phase Closing Date for Phase 4
62	Approval: City approves Vertical Improvement Construction Contracts for Phase 4 (Section 5.4)	Not later than fifteen (15) after the Developer submits to the City Vertical Improvement Construction Contract for Phase 4.
63	Submittal: Developer submits to the City evidence that any conditions to the release or expenditure of funds in the Phase Update Financing Plan have been met or will be met at the Closing on Phase 4	Not later than five (5) days before the Outside Phase Closing Date for Phase 4

64	Submittal: Developer Affiliate submits Vertical Improvement Completion Assurances for Phase 4 (Section 5.5)	Not later than ten (10) days before the Outside Phase Closing Date for Phase 4
65	Approval: City Manager approves Vertical Improvement Completion Assurances for Phase 4 (Section 5.5)	Not later than five (5) days before the Outside Phase Closing Date for Phase 4
66	Outside Phase Closing Date – Phase 4 Approval: RESHAP Phase 4: Tax Credit Partnership Forms/City Conveys Land /Loans close/Pull Building Permits	Not later than 194 days after the RESHAP Phase 4 Tax Credit Financing award.
67	Commencement: RESHAP Phase 4 begins construction	Not later than One (1) month after the RESHAP Phase 4 Tax Credit Partnership Forms/City Conveys Land /Loans close/Pull Building Permits
68	Completion: RESHAP Phase 4 completes construction	Not later than twenty (20) months after RESHAP Phase 4 begins construction

Performance Milestone Schedule Notes

- 9% Low Income Housing Tax Credit Applications are currently accepted by the California Tax Credit Allocation Committee two times per year in March and July. If the Market Rate Developer has not started the Backbone Infrastructure by the TCAC Application deadline or the schedule for completion of the Backbone Infrastructure is completed after the tax credit financing closing deadline, then the 9% Low Income Housing Tax Credit Application submittal will be delayed to the next funding round. If awarded funding, the California Tax Credit Allocation Committee will impose a readiness deadline to close financing and pull building permits no later than 194 days from the date of the Tax Credit financing award.
- Assumes two application attempts to secure competitive 9% tax credits

EXHIBIT H

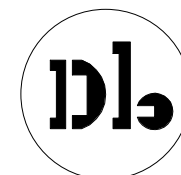
DEVELOPMENT PLAN

REBUILDING THE EXISTING SUPPORTIVE HOUSING AT ALAMEDA POINT (RESHAP) - DEVELOPMENT PLAN

**Project Sponsors: Alameda Point Collaborative, Building Futures, Operation Dignity, and MidPen Housing Corporation
(Collaborating Partners)**

Prepared by: David Baker Architects

September 25, 2017



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CONTEXT

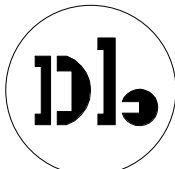
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CIRCULATION & OPEN SPACE

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Shared Streets	23
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RESHAP

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A Shared Vision to End Homelessness

Alameda Point Collaborative (APC), Building Futures (BFWC), and Operation Dignity (OD) are partnering with MidPen to design, construct, own and operate new high quality housing at Alameda Point. RESHAP will create a cohesive community providing high quality and stable housing with enhanced services for the residents while also re-energizing the Main Street Neighborhood. Each partner brings specialized and complementary skills and experience to RESHAP.

APC was formed in 1999 to help families and individuals break the cycle of homelessness and poverty. APC now provides over 350 formerly homeless residents, including 200 children and youth, with the safety and stability of a place to call home. All residents will continue to have access to life and job skills training and substance abuse and mental health counseling provided by a team of highly skilled professionals.



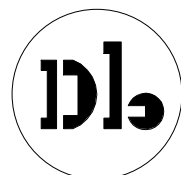
BFWC was founded in 1988 and provides a continuum of care, resources, programs, and services to help Alameda County residents build futures free from homelessness and family violence. BFWC currently provides 52 units of permanent housing at Bessie Coleman Court located at Alameda Point. Services provided to the community include a 24-hour crisis line, a domestic violence outreach program providing support groups, and individual support and resources.

OD was founded in 1993 and assists homeless veterans and their families by providing emergency, transitional, and permanent housing and mobile outreach for homeless veterans in Alameda County. At Alameda Point, OD currently provides a mix of permanent supportive housing and transitional housing in 28 units at Dignity Commons. OD offers housing and employment search support, nutritious meals, veteran peer support, assistance accessing VA and other benefits, and connections to physical and mental health care.

Providing Housing for Veterans, Formerly Homeless Families, and Survivors of Domestic Violence

Alameda Point Collaborative (APC), Building Futures (BFWC), and Operation Dignity (OD) currently lease 34 acres of land at the former Naval Air Station from the City, pursuant to terms of long term legally binding agreements by rights conveyed through the Base Realignment and Closure Act. The three organizations utilize the aging Navy structures to collectively provide affordable housing and supportive services to over 500 formerly homeless residents. Together, they provide job skills training, mental health counseling, access to nutritious meals, opportunities for social enterprise, and opportunities to break the cycle of homelessness.

MidPen was founded in 1970 to address concerns over the lack of affordable housing in the San Francisco Bay Area. As one of the largest developers and owners of high-quality affordable rental housing in Northern California, MidPen has developed or rehabbed over 8,000 affordable homes and has provided housing solutions for low-income working families, seniors, and individuals with special needs. MidPen builds and manages properties to be long-term community assets.

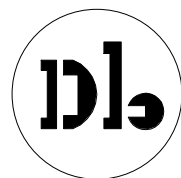
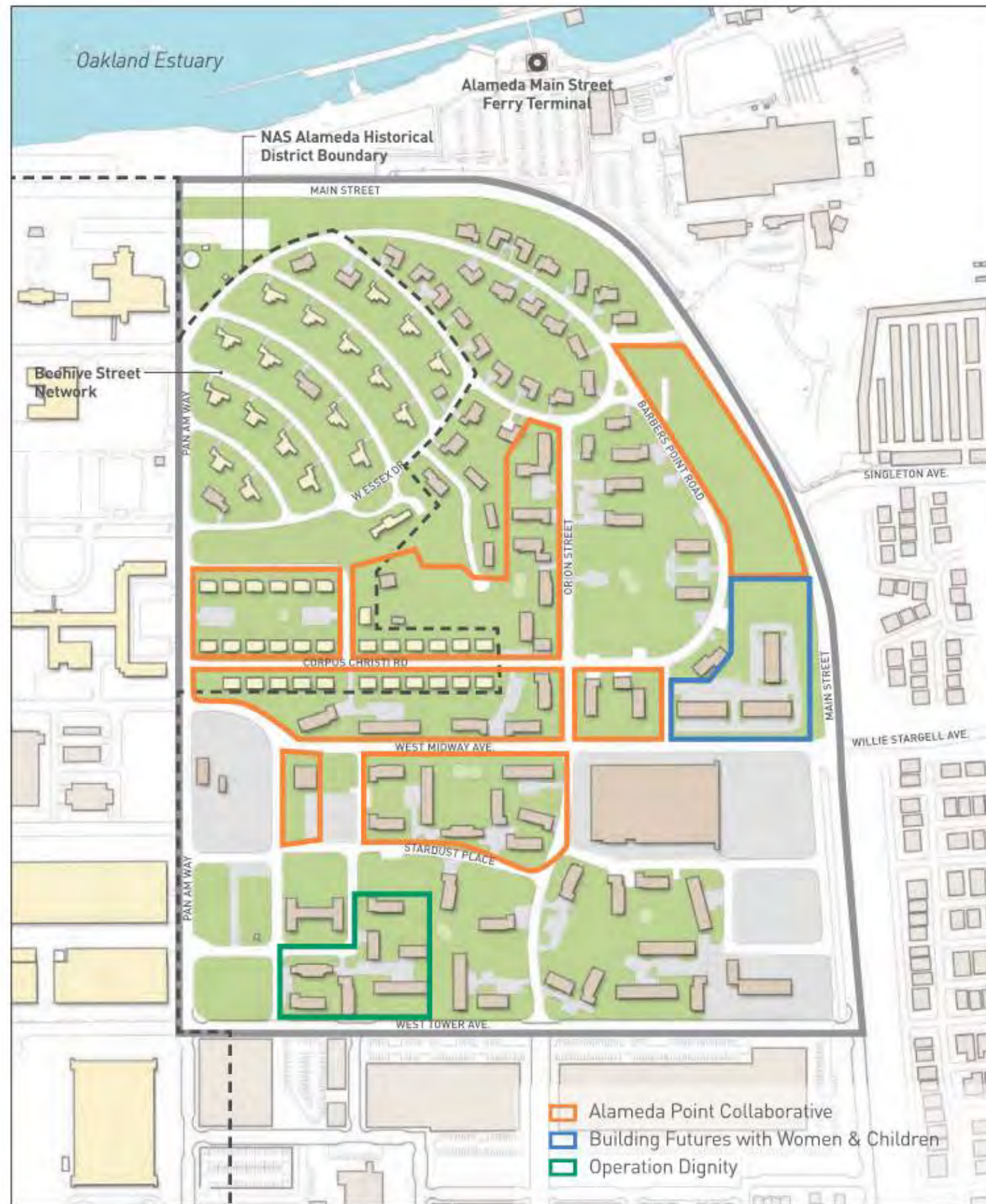


RESHAP

HISTORY OF PROVIDING SUPPORTIVE HOUSING

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scale:
date: 2017.09.11



RESHAP

EXISTING SUPPORTIVE HOUSING

scale: 21510
date: 2017.09.11



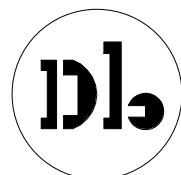
Throughout the summer and fall of 2015, the Collaborating Partners and David Baker Architects created and implemented a highly collaborative resident engagement process before developing the site plan. With nearly 500 residents living at the existing housing, the Collaborating Partners recognized the community's value in being an integral part of the planning process. Engagement opportunities included: community-wide design input meetings, monthly meetings with each provider's residents, focus groups with Collaborating Partners' staff, 1-on-1 interviews and other meetings as needed



Over 100 residents participated in each of the community-wide design meetings. The Collaborating Partners received over 600 comments regarding the housing types, indoor amenities, outdoor amenities, and site circulation. Common feedback we received included:

- Desire for variety of housing types to meet needs for family size, security, and accessibility
- Multi-purpose community spaces
- Street lighting
- Priority for people and bikes
- Outdoor seating, play areas, street trees

This invaluable feedback is reflected in the proposed RESHAP Development Plan's site, buildings, and open spaces.



RESHAP

COMMUNITY OUTREACH & FEEDBACK

21510

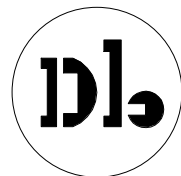
scale:
date: 2017.09.11



RESHAP

PROPOSED RESHAP SITE

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RESHAP

EXISTING RESHAP SITE PHOTOS

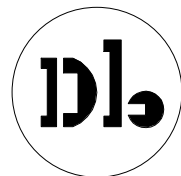
scale: 21510
date: 2017.09.11



LEGEND

-  3 STORY APARTMENTS - ALAMEDA POINT COLLABORATIVE [68 DWELLINGS]
-  3 STORY APARTMENTS - OPERATION DIGNITY [72 DWELLINGS]
-  3 STORY APARTMENTS - BUILDING FUTURES [52 DWELLINGS]
-  MIXED-USE / COMMERCIAL BUILDINGS [32 DWELLINGS]
-  2 STORY TOWNHOMES - ALAMEDA POINT COLLABORATIVE [43 DWELLINGS]
-  SUPPORTIVE SERVICES SPACES
-  2 STORY BARN / COMMUNITY CENTER
-  PLAY AREA

RESHAP Illustrative Site Plan
1" = 100'-0"



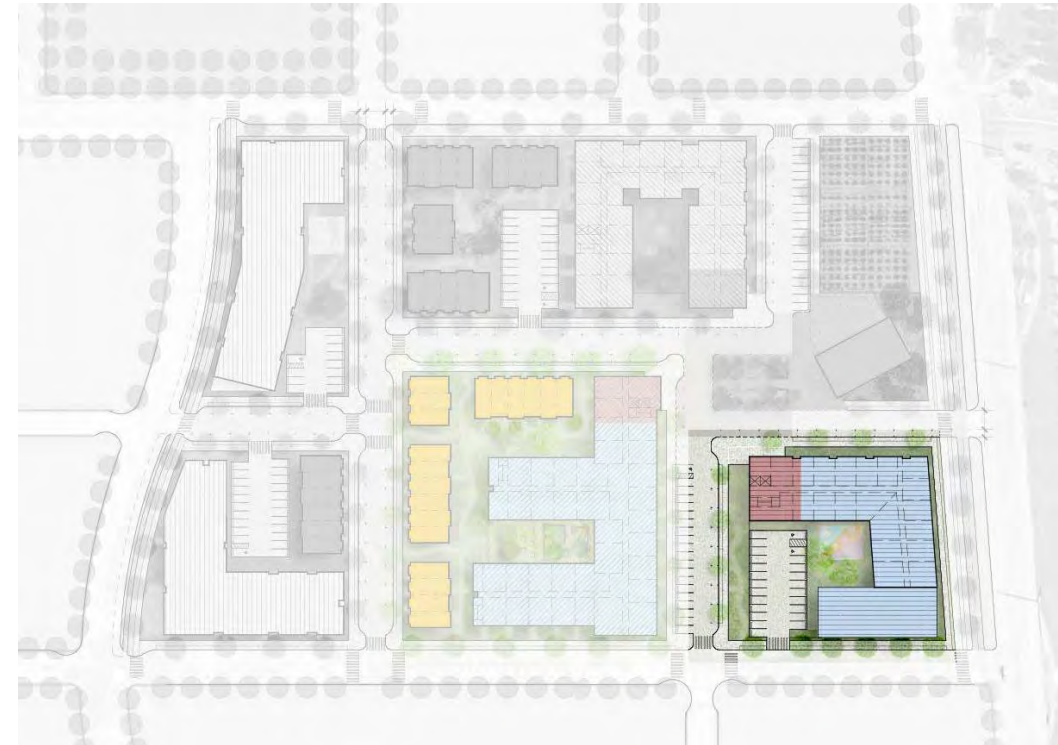
RESHAP

ILLUSTRATIVE PLAN - ALL PHASES

21510
scale: As indicated
date: 2017.09.11



ILLUSTRATIVE SITE PLAN - PHASE 1



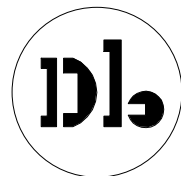
ILLUSTRATIVE SITE PLAN - PHASE 2



ILLUSTRATIVE SITE PLAN - PHASE 3



ILLUSTRATIVE SITE PLAN - PHASE 4



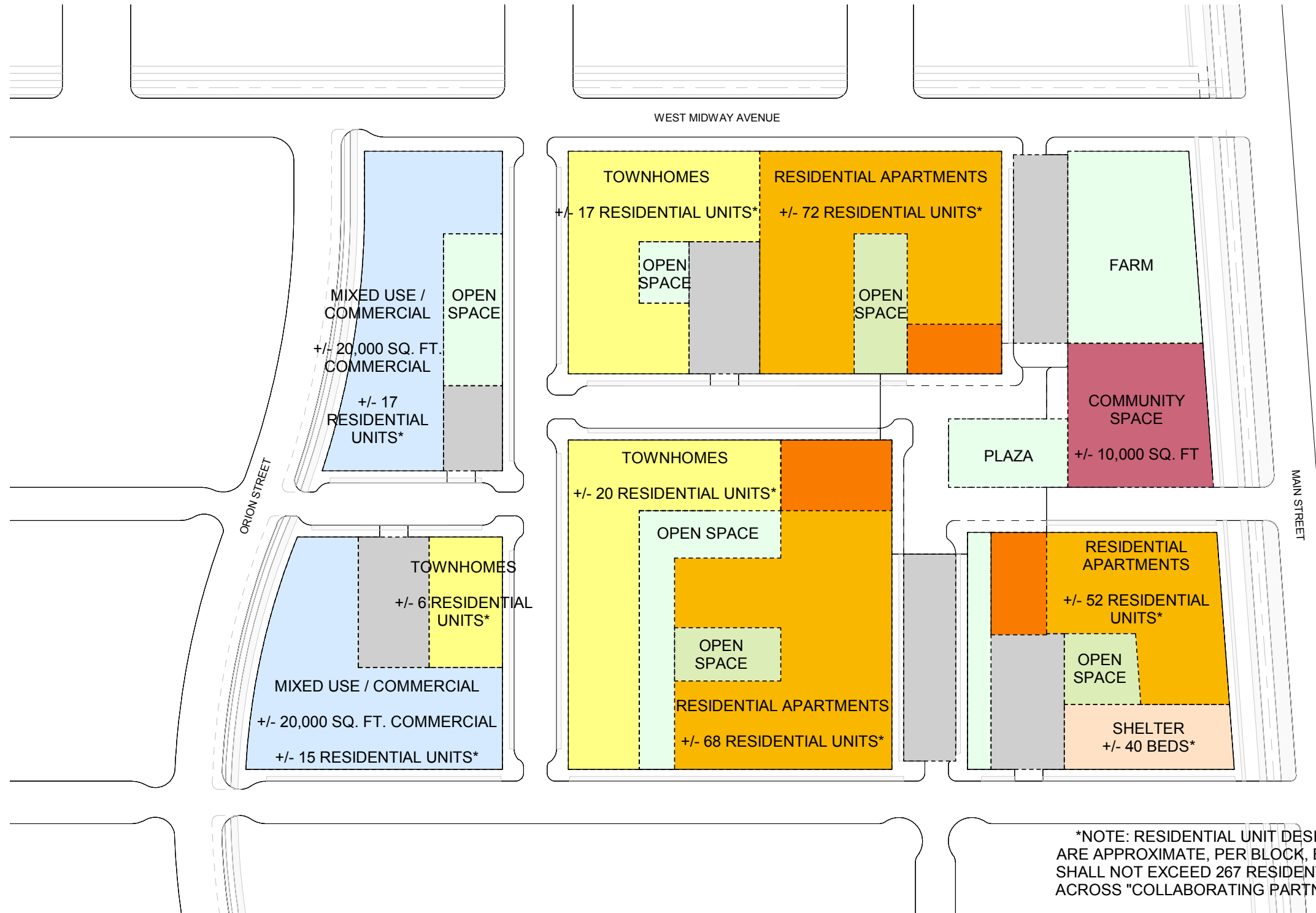
RESHAP

ILLUSTRATIVE SITE PLAN - PHASING

21510
 scale: 1" = 200'-0"
 date: 2017.09.11

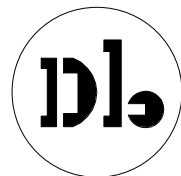
LEGEND

- MIXED USE / COMMERCIAL +25' HEIGHT
- RESIDENTIAL APARTMENT +35' HEIGHT
- TOWNHOME +30' HEIGHT
- SHELTER +15' HEIGHT
- RESIDENT SERVICES
- COMMUNITY SPACE +18' HEIGHT
- OPEN SPACE - NEIGHBORHOOD
- OPEN SPACE - RESIDENTS
- PARKING



*NOTE: RESIDENTIAL UNIT DESIGNATIONS ARE APPROXIMATE, PER BLOCK, BUT TOTAL SHALL NOT EXCEED 267 RESIDENTIAL UNITS ACROSS "COLLABORATING PARTNERS SITE"

Site Plan - Land Use
1" = 100'-0"



RESHAP

LANDUSE DIAGRAM

21510
scale: As indicated
date: 2017.09.11



LEGEND

- PRIVATE PARK / PASSAGE
- PRIVATE PLAZA
- PRIVATE COURTYARD
- FARM

Site Plan - Open Space
1" = 100'-0"



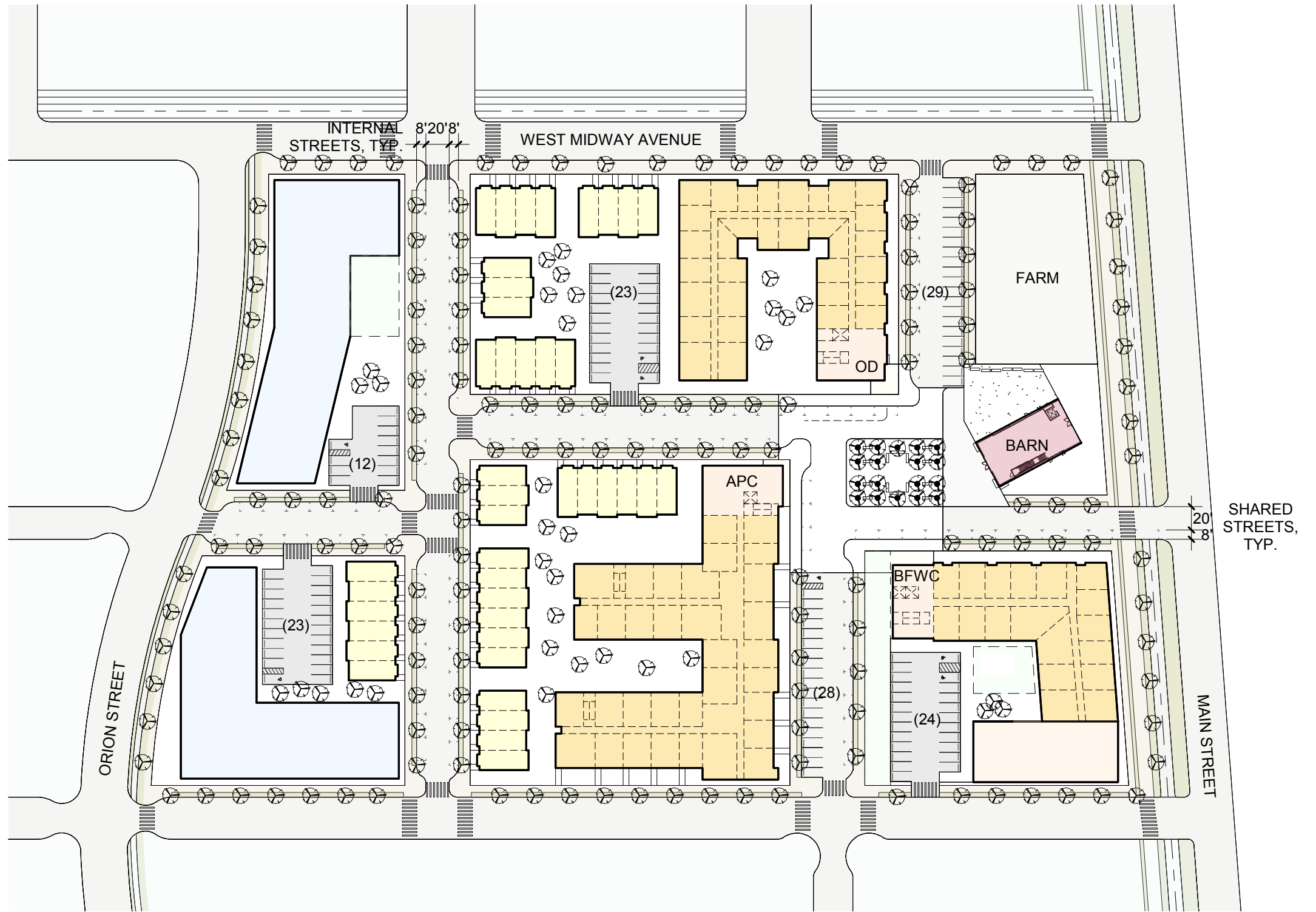
RESHAP

OPEN SPACE DIAGRAM

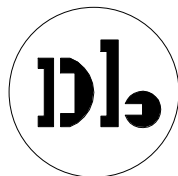
21510
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date: 2017.09.11

LEGEND

- MIXED USE / COMMERCIAL +25' HEIGHT
- RESIDENTIAL APARTMENT +35' HEIGHT
- TOWNHOME +30' HEIGHT
- SHELTER +15' HEIGHT
- RESIDENT SERVICES
- COMMUNITY SPACE +18' HEIGHT
- OPEN SPACE - NEIGHBORHOOD
- OPEN SPACE - RESIDENTS
- PARKING



Ground Floor Plan
1" = 100'-0"



RESHAP

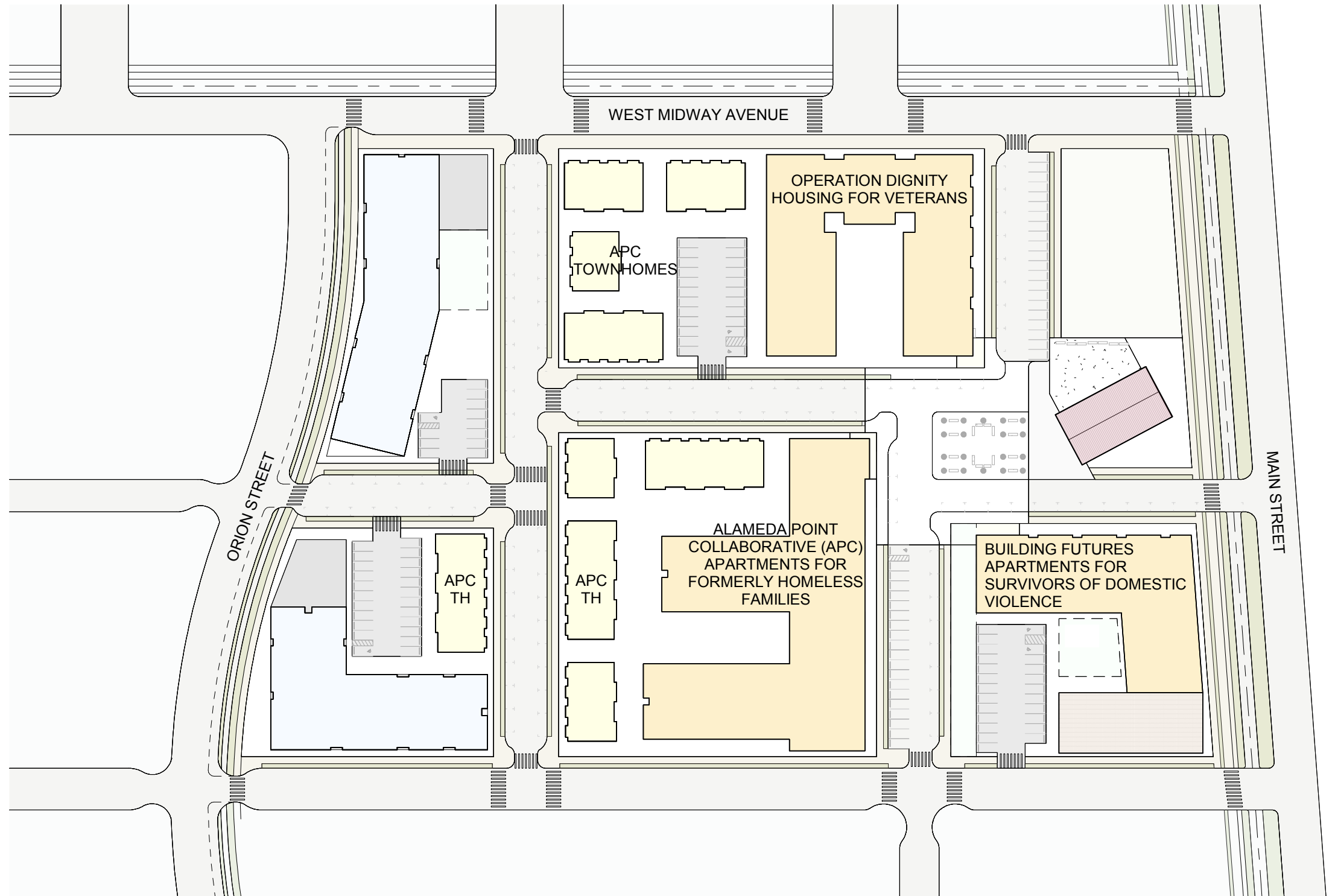
GROUND FLOOR PLAN

21510
scale: As indicated
date: 2017.09.11

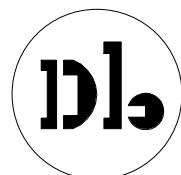
100% AFFORDABLE

LEGEND

- MIXED USE / COMMERCIAL +25' HEIGHT
- RESIDENTIAL APARTMENT +35' HEIGHT
- TOWNHOME +30' HEIGHT
- SHELTER +15' HEIGHT
- RESIDENT SERVICES
- COMMUNITY SPACE +18' HEIGHT
- OPEN SPACE - NEIGHBORHOOD
- OPEN SPACE - RESIDENTS
- PARKING



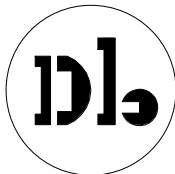
Affordable Housing Plan
1" = 100'-0"



RESHAP

AFFORDABLE HOUSING PLAN

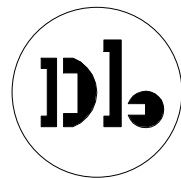
21510
scale: As indicated
date: 2017.09.11



RESHAP

AERIAL MASSING LOOKING SOUTH

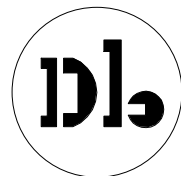
21510
scale:
date: 2017.09.11



RESHAP

AERIAL MASSING LOOKING NORTH

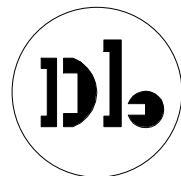
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scale:
date: 2017.09.11



RESHAP

**COLLABORATING PARTNERS
COMMUNITY PLAZA INTERSECTION**

scale: 21510
date: 2017.09.11



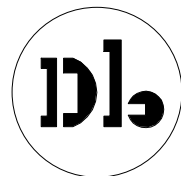
RESHAP

COLLABORATING PARTNERS PLAZA AND BARN

scale: 21510
date: 2017.09.11



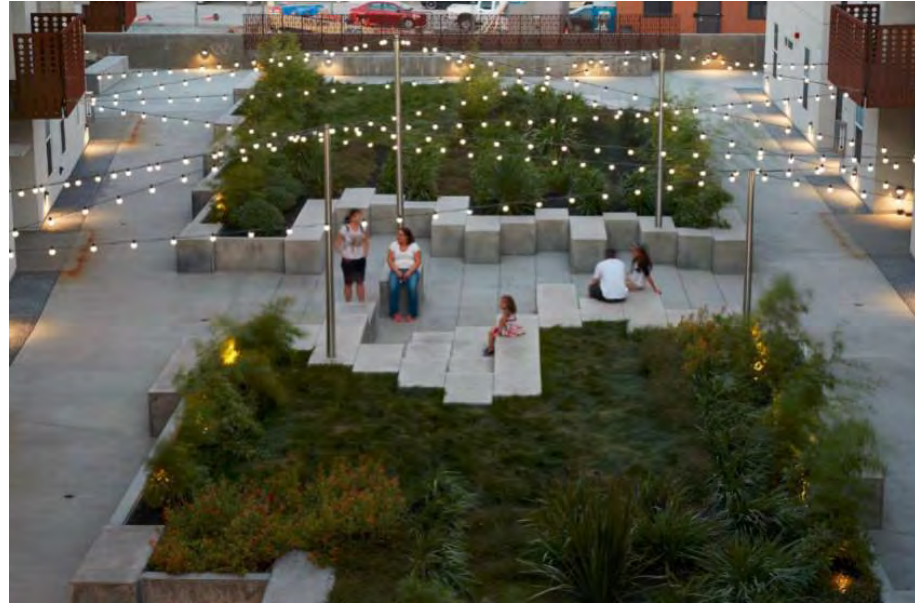
LIVING IN DIGNITY AND HIGH QUALITY HOUSING



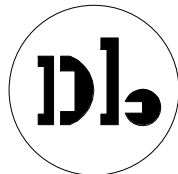
RESHAP

CHARACTER IMAGES

21510
scale:
date: 2017.09.11



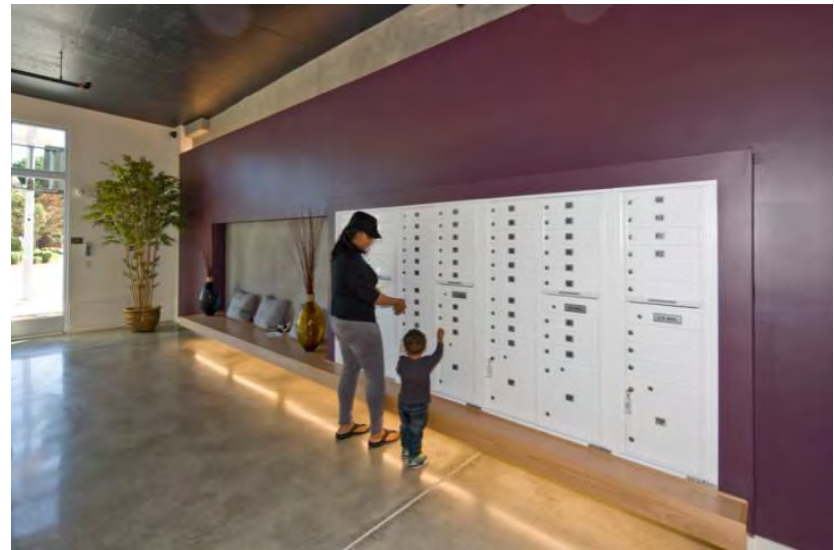
DYNAMIC OPEN SPACES TO BUILD COMMUNITY



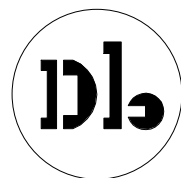
RESHAP

CHARACTER IMAGES

21510
scale:
date: 2017.09.11



CULTIVATING
COMMUNITY WITH
ACTIVITIES &
OPPORTUNITIES
TO SOCIALIZE



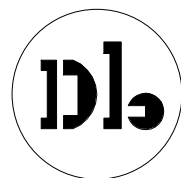
RESHAP

CHARACTER IMAGES

scale: 21510
date: 2017.09.11



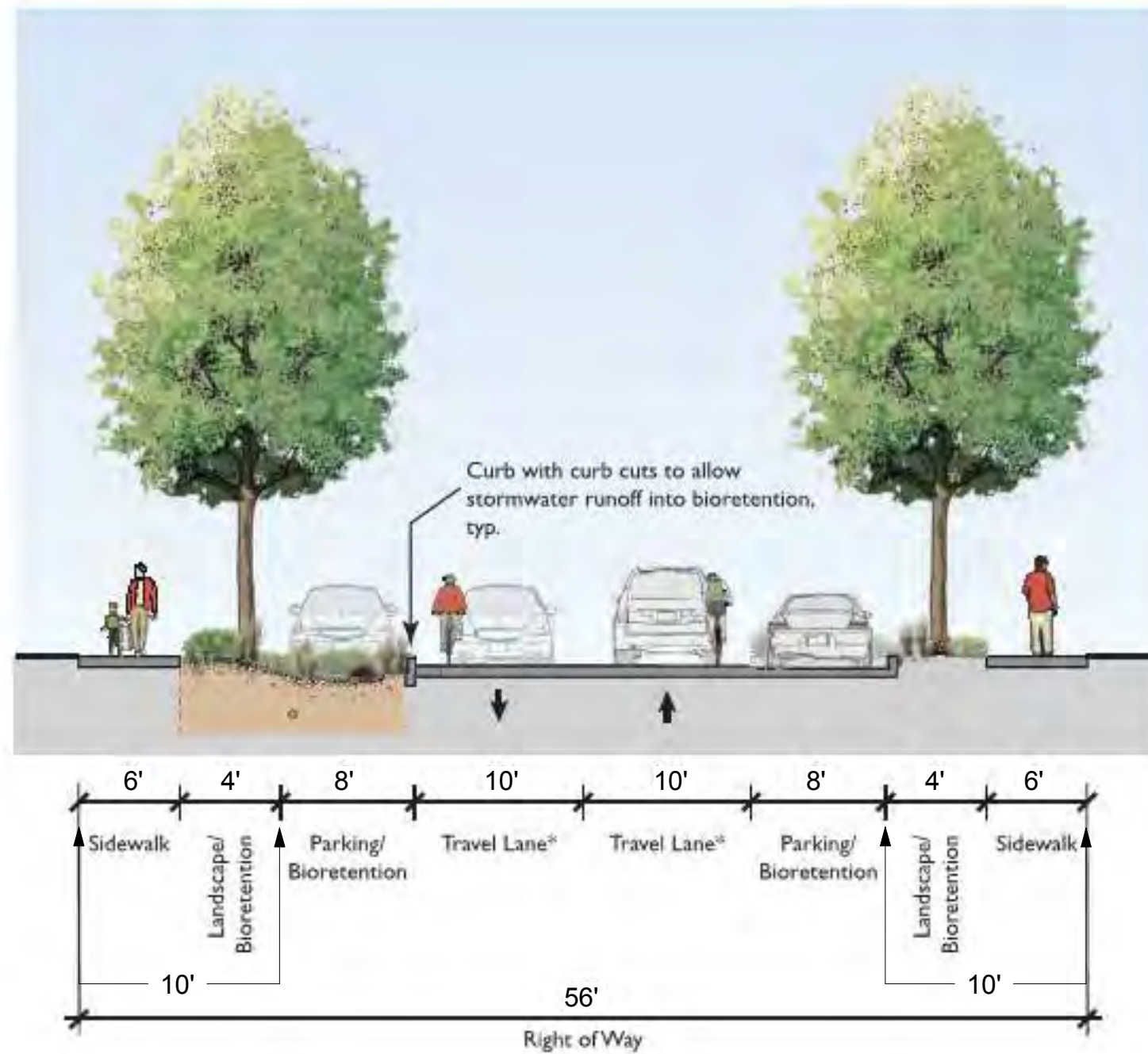
PROVIDING JOB OPPORTUNITIES
WHILE ENHANCING THE URBAN
AGRICULTURE CHARACTER OF THE
MAIN STREET NEIGHBORHOOD



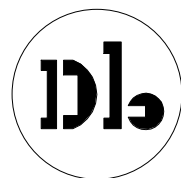
RESHAP

CHARACTER IMAGES

21510
scale: 1" = 100'-0"
date: 2017.09.11



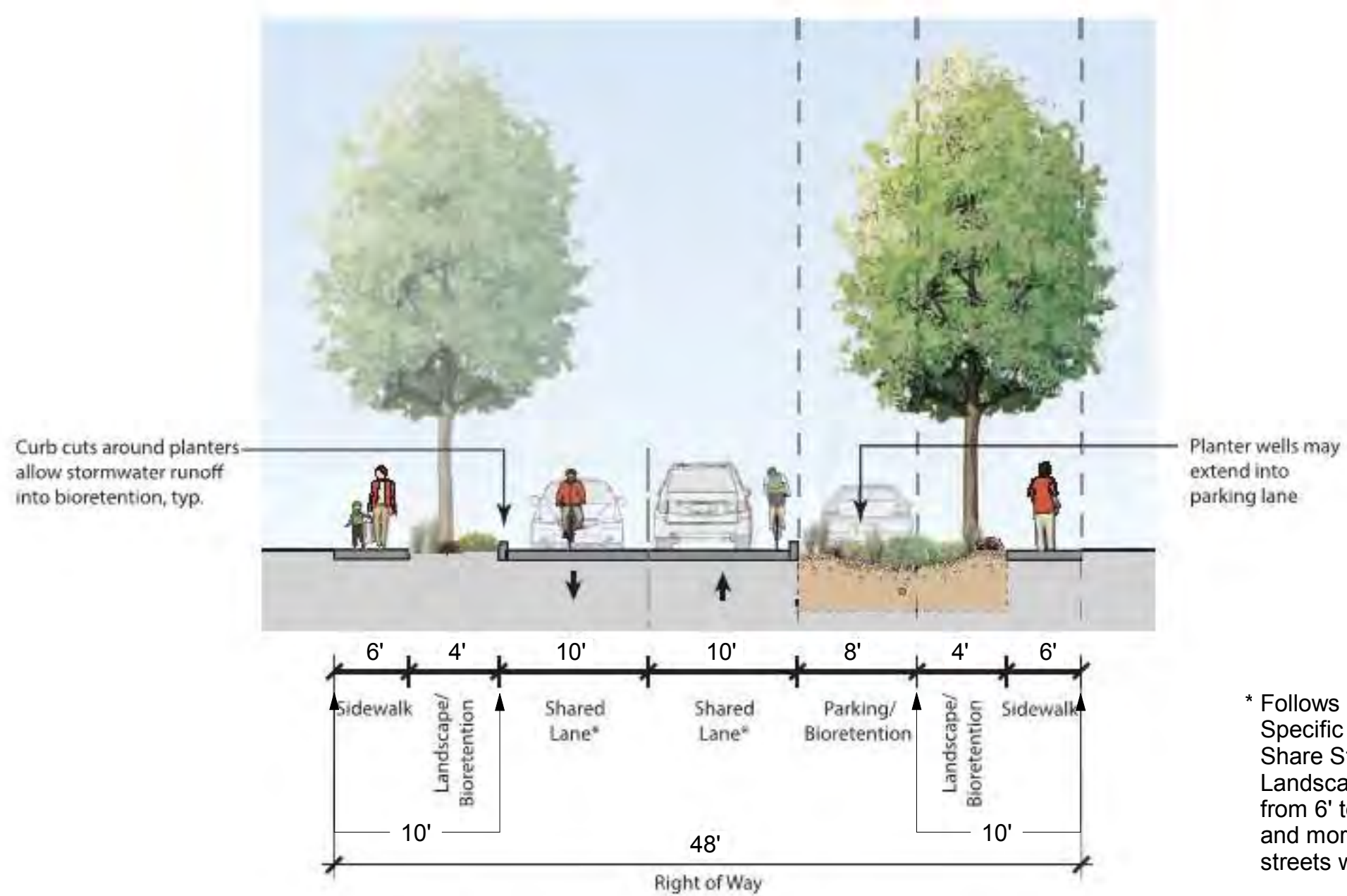
* Follows Main Street Neighborhood Specific Plan, Fig. 3-14 Local Street, with the exception of Landscape/Bioretenion deviation from 6' to 4' to promote smaller scale and more walkable neighborhood streets within the RESHAP site.



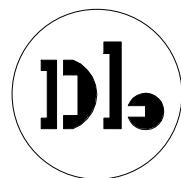
RESHAP

INTERNAL STREETS

21510
scale:
date: 2017.09.11



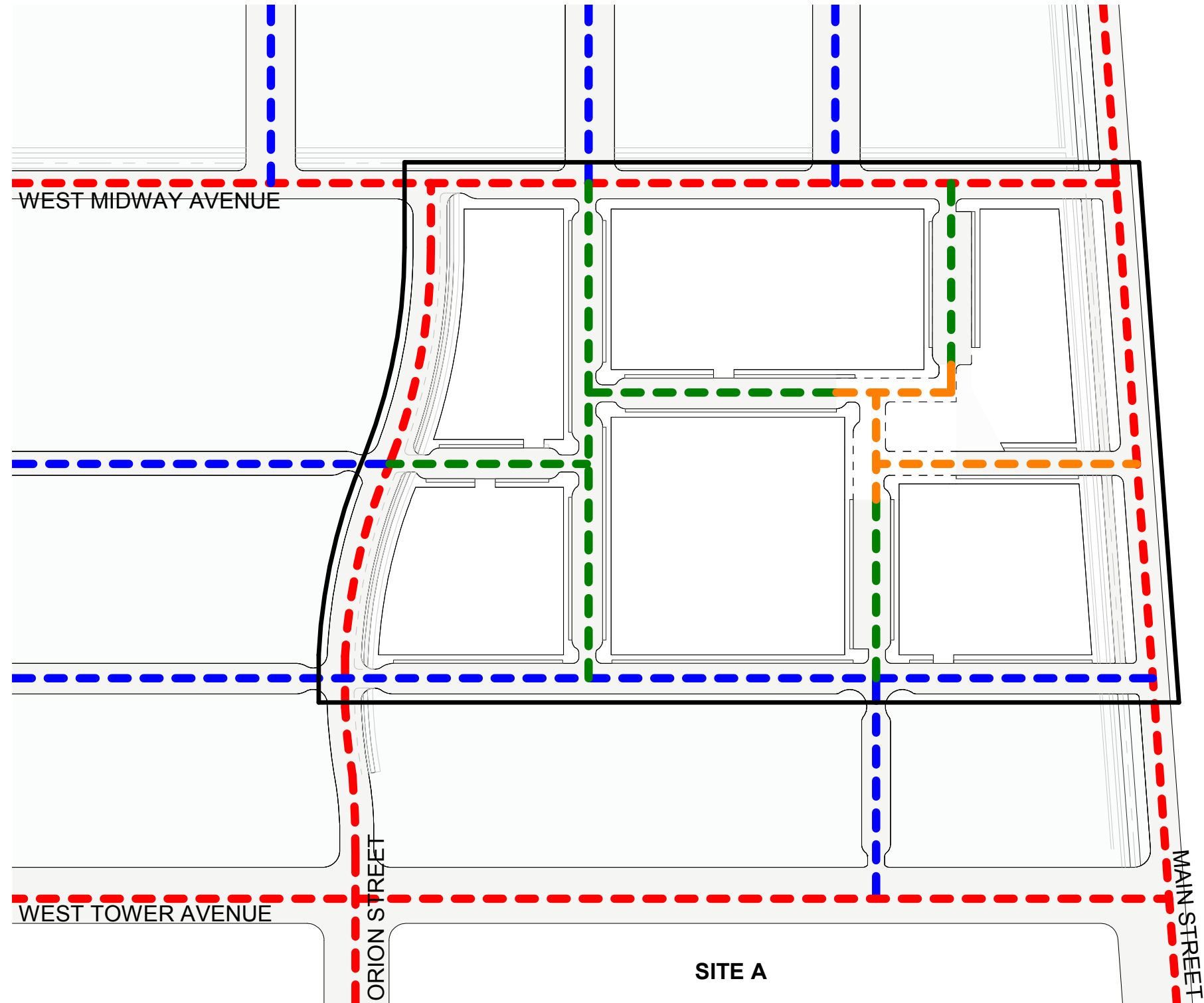
* Follows Main Street Neighborhood Specific Plan, Fig. 3-15 Neighborhood Share Street, with the exception of Landscape/Bioretentation deviation from 6' to 4' to promote smaller scale and more walkable neighborhood streets within the RESHAP site.



RESHAP

SHARED STREETS

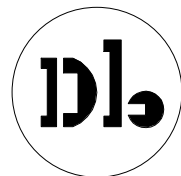
21510
scale:
date: 2017.09.11



LEGEND

- RESHAP SITE
- EXISTING ARTERIAL ROAD TO BE IMPROVED, Per Main Street Specific Plan
- NEW LOCAL STREETS, Per Main Street Specific Plan
- NEW INTERNAL STREETS
- NEW SHARED STREETS

Vehicular Access Plan
1" = 150'-0"



RESHAP

PROPOSED VEHICULAR ACCESS

21510
scale: As indicated
date: 2017.09.11

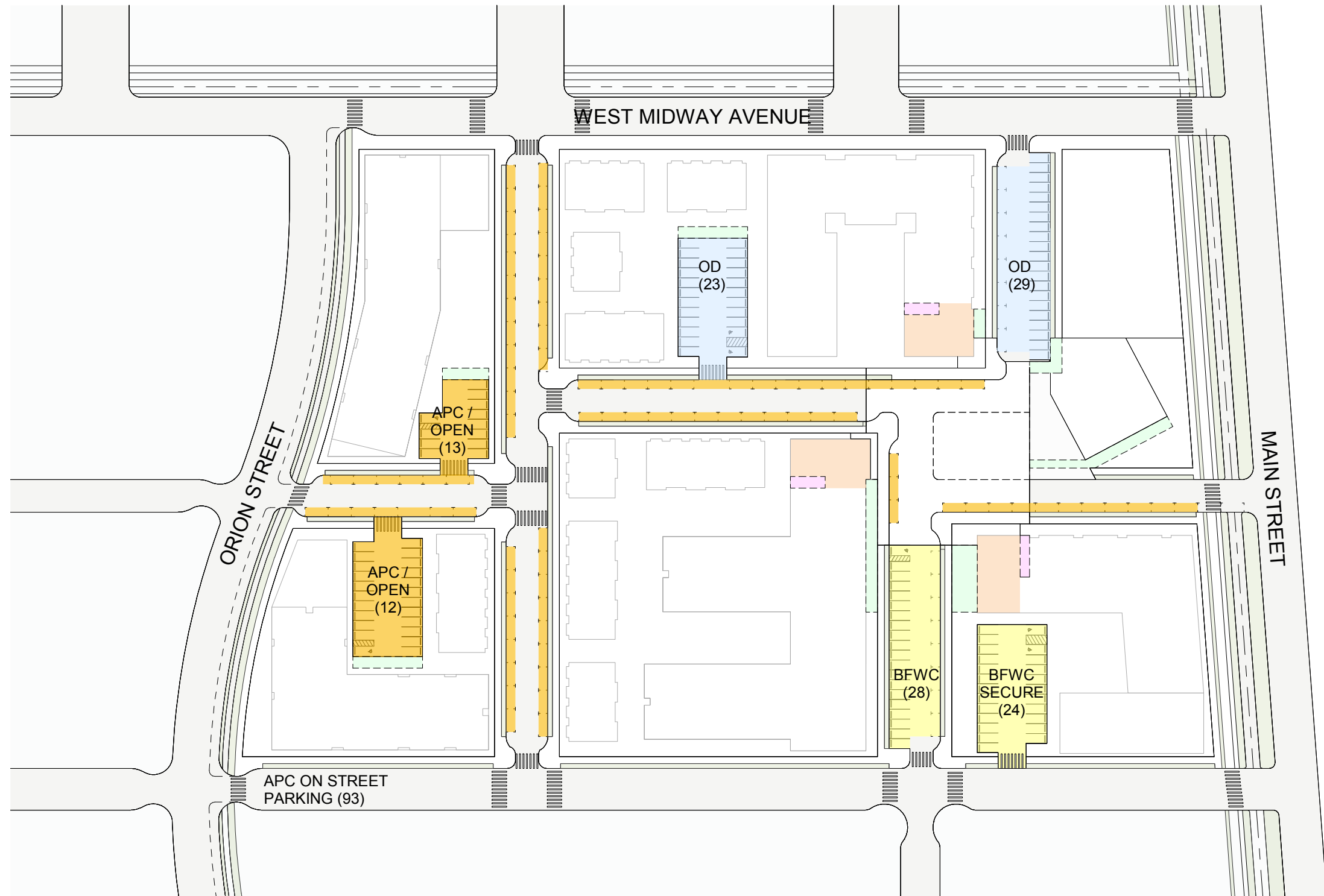


MAIN STREET NEIGHBORHOOD MULTI-MODAL NETWORK

LEGEND

	Regional Arterial		Separated or Shared Pedestrian/Bike Trail		Primary Transit Street
	Island Arterial		Bike Lane with Barrier (Cycle Track)		Secondary Transit Street
	Island Collector		Bike Lane with Buffer		
	Local Street		Bike Lane with Stripe		
	Project Area		Sharrow/Shared Roadway		

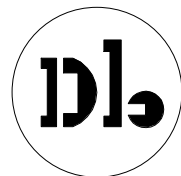
SOURCE: WEST TOWER AND ORION ST SOUTH OF WEST TOWER - ALAMEDA POINT SITE A PLANNING BOARD EXHIBITS, MAY 2015. FOR OTHER INFORMATION: ALAMEDA POINT MASTER INFRASTRUCTURE PLAN, 2014.



LEGEND

- ALAMEDA POINT COLLABORATIVE PARKING (APC)
- BUILDING FUTURES PARKING (BFWC)
- OPERATION DIGNITY PARKING (OD)
- PUBLIC BICYCLE PARKING
- INTERIOR SECURE BICYCLE PARKING
- RESIDENT SERVICES

Parking/Bike Parking Plan
1" = 100'-0"



RESHAP

PARKING & BICYCLE PARKING PLAN

21510
scale: As indicated
date: 2017.09.11

SHRUB



Abelia x grandifolia
Abelia



Acanthus mollis
Bear's Breech



Aucuba japonica
Aucuba



Buddleja davidii
Butterfly Bush



Cistus
Rockrose



Diestes grandifolia 'Variegata'
Striped Forsyth Lily



Dodonaea 'Purpurea'
Purple Hopseed Bush



Hebe
Hebe



Citrus x meyeri
Dwarf Citrus Improved Meyer Lemon

GROUND COVER



Festuca glauca
Blue Fescue



Geranium 'Johnson's Blue'
Johnson's Blue Geranium



Limonium perezii
Sea Lavender



Fragaria californica
California Strawberry



Phormium 'Jack Spratt'
Jack Spratt New Zealand Flax



Thymus citriodorus
Lemon Thyme



Salvia officinalis
Garden Sage



Mimulus aurantiacus
Sticky Monkey Flower



Phormium 'Dazzler'
Dazzler Flax



Vaccinium darrowii
Southern High Bush Blueberry



Rosmarinus officinalis
Tuscan Blue Rosemary

VINES



Vitis labrusca 'Concord'
Concord Grape



Vitis californica
California Wild Grape

EDIBLE TREES



Prunus avium
Sweet Cherry



Prunus domestica
Greengage Plum

BIOSWALE



Scaevola aemula
N.C.N.



Teucrium fruticans
Compact Bush Germander



Viburnum tinus Dwarf
Dwarf Viburnum



Carex divisa
Berkeley Sedge



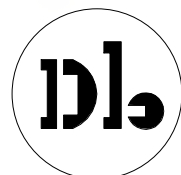
Chondropetalum tectorum
Little Cape Rush



Juncus piteus
California Grey Rush



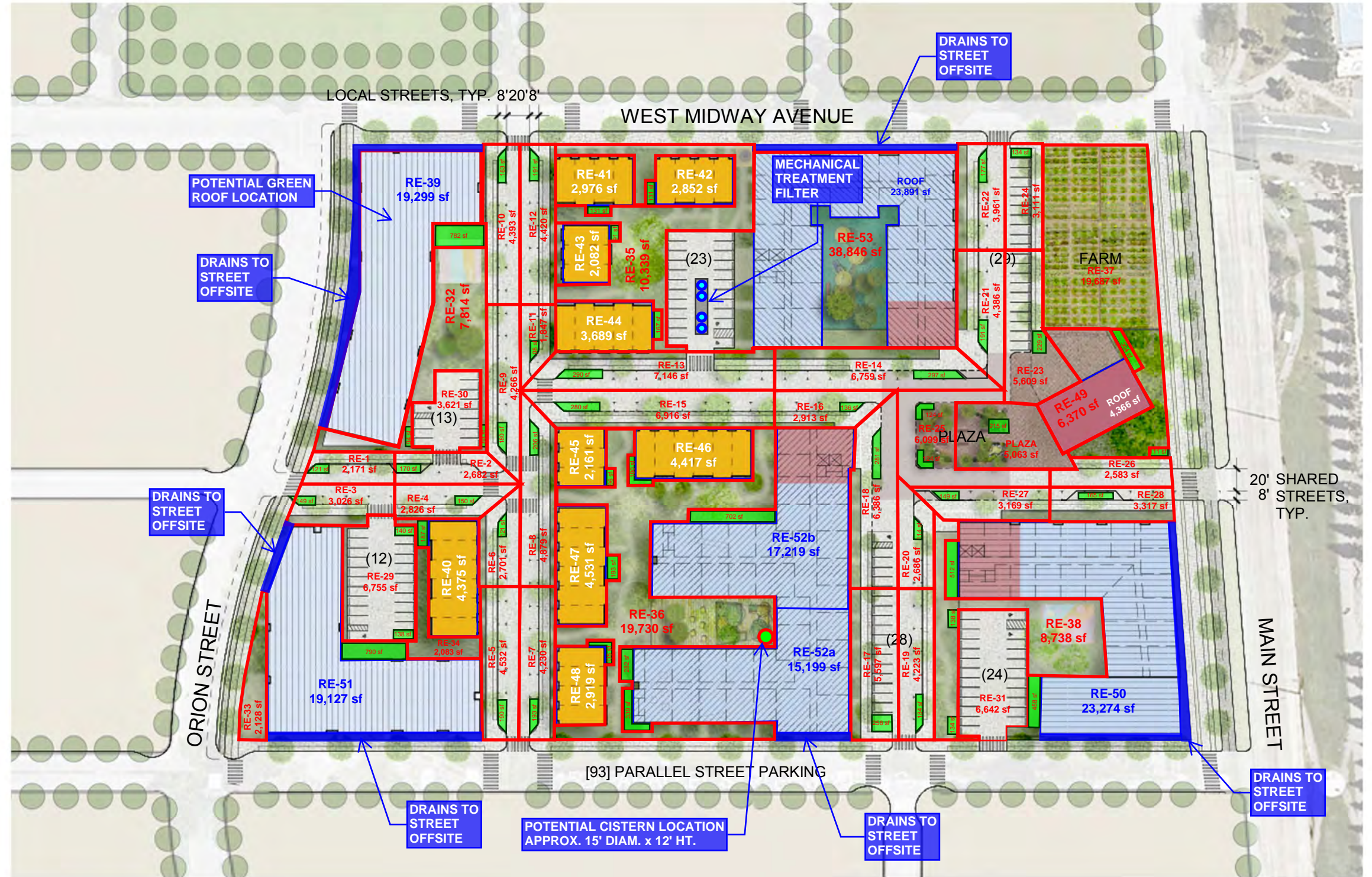
Lomandria longifolia
Mat Rush



RESHAP

BAY FRIENDLY PLANTING

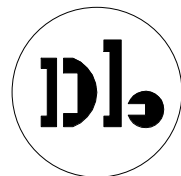
21510
scale:
date: 2017.09.11



LEGEND

-  3 STORY APARTMENTS - ALAMEDA POINT COLLABORATIVE [68 DWELLINGS]
-  3 STORY APARTMENTS - OPERATION DIGNITY [72 DWELLINGS]
-  3 STORY APARTMENTS - BUILDING FUTURES [52 DWELLINGS]
-  MIXED-USE / COMMERCIAL BUILDINGS [32 DWELLINGS]
-  2 STORY TOWNHOMES - ALAMEDA POINT COLLABORATIVE [43 DWELLINGS]
-  SUPPORTIVE SERVICES SPACES
-  2 STORY BARN / COMMUNITY CENTER
-  PLAY AREA
-  SHED AREA
-  BIORETENTION AREA

RESHAP Illustrative Site Plan
1" = 100'-0"



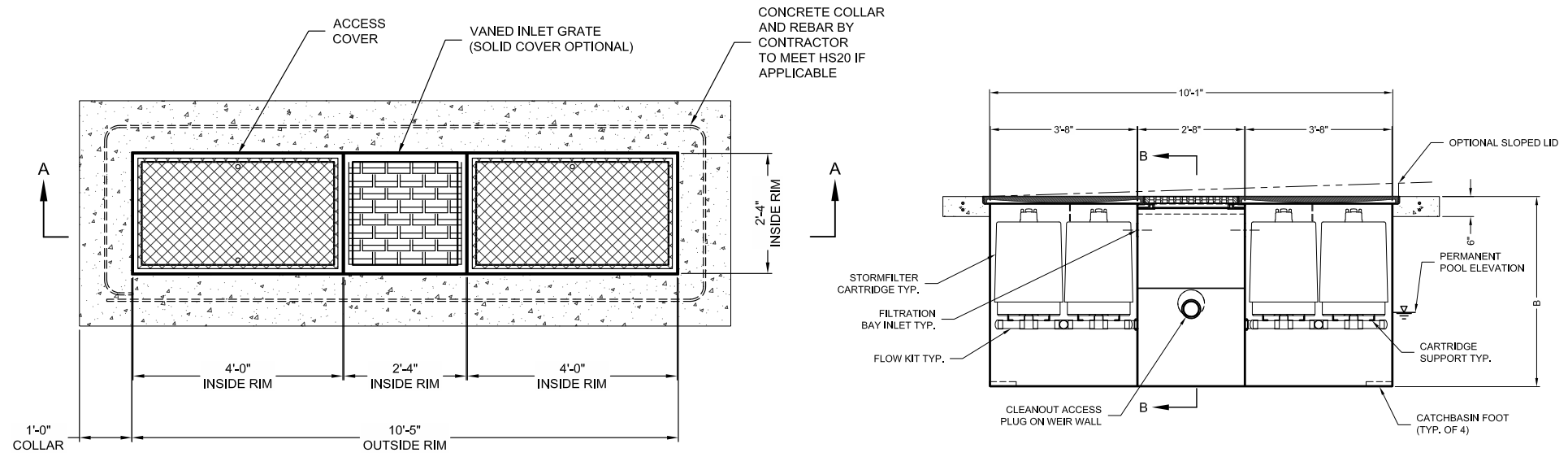
RESHAP

PRELIMINARY STORMWATER MANAGEMENT PLAN

21510
scale: As indicated
date: 2017.08.15

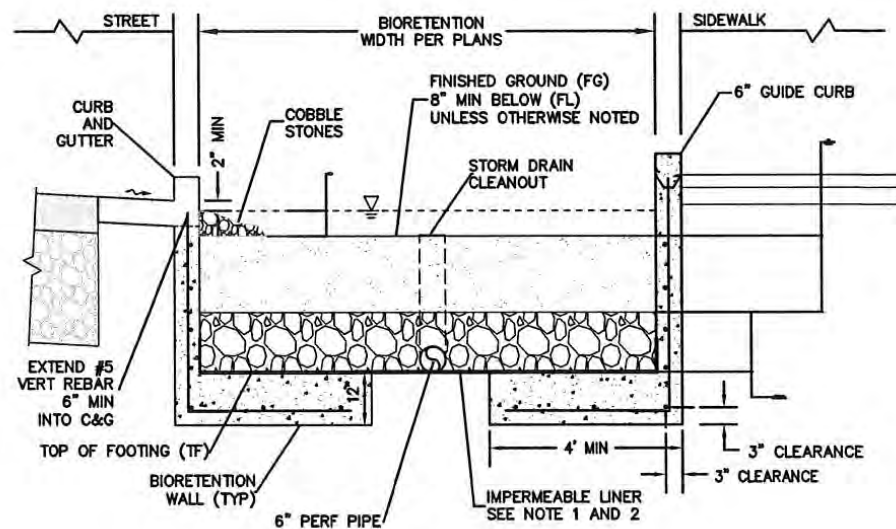
TABLE 1: SHED/TREATMENT SUMMARY

SHED	SHED AREA (S.F.)	ASSUMED IMPERVIOUS COEFFICIENT	TREATMENT AREA REQUIRED (S.F.)	TREATMENT AREA PROVIDED (S.F.)	SURFACE TYPE	TREATMENT MEASURE
RE-1	2,171	1.0	87	121	PAVING/LANDSCAPE	BIORETENTION AREA
RE-2	2,682	1.0	107	170	PAVING/LANDSCAPE	BIORETENTION AREA
RE-3	3,026	1.0	121	149	PAVING/LANDSCAPE	BIORETENTION AREA
RE-4	2,826	1.0	113	150	PAVING/LANDSCAPE	BIORETENTION AREA
RE-5	4,532	1.0	181	190	PAVING/LANDSCAPE	BIORETENTION AREA
RE-6	2,701	1.0	108	121	PAVING/LANDSCAPE	BIORETENTION AREA
RE-7	4,230	1.0	169	193	PAVING/LANDSCAPE	BIORETENTION AREA
RE-8	4,879	1.0	195	206	PAVING/LANDSCAPE	BIORETENTION AREA
RE-9	4,266	1.0	171	180	PAVING/LANDSCAPE	BIORETENTION AREA
RE-10	4,393	1.0	176	183	PAVING/LANDSCAPE	BIORETENTION AREA
RE-11	1,847	1.0	74	98	PAVING/LANDSCAPE	BIORETENTION AREA
RE-12	4,420	1.0	177	191	PAVING/LANDSCAPE	BIORETENTION AREA
RE-13	7,146	1.0	286	290	PAVING/LANDSCAPE	BIORETENTION AREA
RE-14	6,759	1.0	270	297	PAVING/LANDSCAPE	BIORETENTION AREA
RE-15	6,916	1.0	277	280	PAVING/LANDSCAPE	BIORETENTION AREA
RE-16	2,913	1.0	117	136	PAVING/LANDSCAPE	BIORETENTION AREA
RE-17	5,597	1.0	224	258	PAVING/LANDSCAPE	BIORETENTION AREA
RE-18	6,386	1.0	255	281	PAVING/LANDSCAPE	BIORETENTION AREA
RE-19	4,223	1.0	169	184	PAVING/LANDSCAPE	BIORETENTION AREA
RE-20	2,686	1.0	107	114	PAVING/LANDSCAPE	BIORETENTION AREA
RE-21	4,386	1.0	175	191	PAVING/LANDSCAPE	BIORETENTION AREA
RE-22	3,961	1.0	158	177	PAVING/LANDSCAPE	BIORETENTION AREA
RE-23	5,609	1.0	224	229	PAVING/LANDSCAPE	BIORETENTION AREA
RE-24	3,111	1.0	124	134	PAVING/LANDSCAPE	BIORETENTION AREA
RE-25	6,099	1.0	244	248	PAVING/LANDSCAPE	BIORETENTION AREA
RE-26	2,583	1.0	103	136	PAVING/LANDSCAPE	BIORETENTION AREA
RE-27	3,169	1.0	127	149	PAVING/LANDSCAPE	BIORETENTION AREA
RE-28	3,317	1.0	133	165	PAVING/LANDSCAPE	BIORETENTION AREA
RE-29	6,755	1.0	270	278	PAVING/LANDSCAPE	BIORETENTION AREA
RE-30	3,621	1.0	145	182	PAVING/LANDSCAPE	BIORETENTION AREA
RE-31	6,642	1.0	266	272	PAVING/LANDSCAPE	BIORETENTION AREA
RE-32	7,814	N/A	-	-	LANDSCAPE	SELF-TREATING
RE-33	2,128	N/A	-	-	LANDSCAPE	SELF-TREATING
RE-34	2,083	N/A	-	-	LANDSCAPE	SELF-TREATING
RE-35	10,339	N/A	-	-	LANDSCAPE	SELF-TREATING
RE-36	19,730	N/A	-	-	LANDSCAPE	SELF-TREATING
RE-37	19,687	N/A	-	-	LANDSCAPE	SELF-TREATING
RE-38	8,738	N/A	-	-	LANDSCAPE	SELF-TREATING
RE-39	19,299	1.0	772	782	ROOF	BIORETENTION AREA
RE-39	19,299	N/A	-	-	ROOF	POTENTIAL GREEN ROOF
RE-40	4,375	1.0	175	187	ROOF	BIORETENTION AREA
RE-41	2,976	1.0	119	131	ROOF	BIORETENTION AREA
RE-42	2,852	1.0	114	131	ROOF	BIORETENTION AREA
RE-43	2,082	1.0	83	91	ROOF	BIORETENTION AREA
RE-44	3,689	1.0	148	167	ROOF	BIORETENTION AREA
RE-45	2,161	1.0	86	96	ROOF	BIORETENTION AREA
RE-46	4,417	1.0	177	180	ROOF	BIORETENTION AREA
RE-47	4,531	1.0	181	193	ROOF	BIORETENTION AREA
RE-48	2,919	1.0	117	135	ROOF	BIORETENTION AREA
RE-49	6,370	1.0	255	290	ROOF/PAVING	BIORETENTION AREA
RE-50	23,274	1.0	931	970	ROOF	BIORETENTION AREA
RE-51	19,127	1.0	765	790	ROOF	BIORETENTION AREA
RE-52a	15,199	N/A	-	-	ROOF	POTENTIAL RAINWATER HARVESTING
RE-52b	15,199	1.0	608	621	ROOF	BIORETENTION AREA
RE-52b	17,219	1.0	689	702	ROOF	BIORETENTION AREA
RE-53	38,846	N/A	-	-	ROOF/PAVING/LANDSCAPE	MECHANICAL FILTER

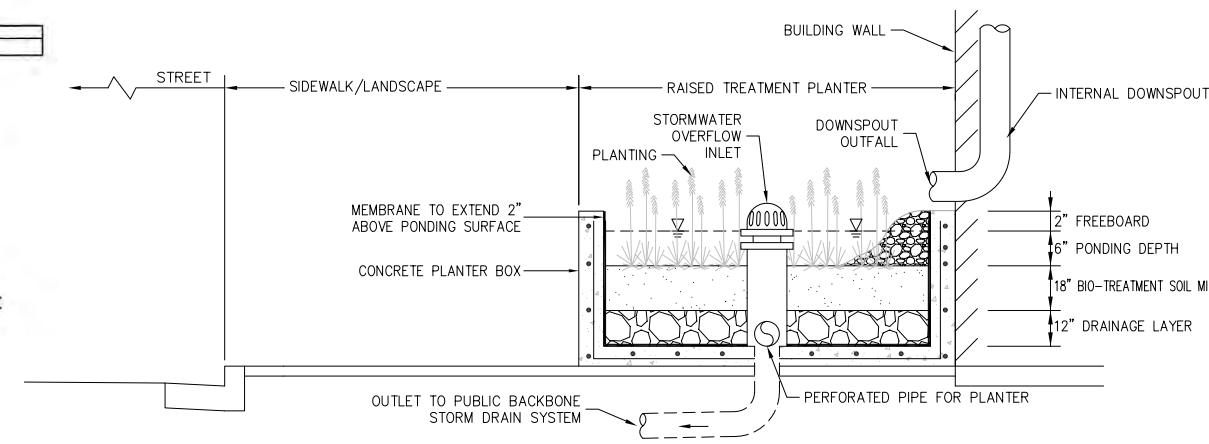


PLAN VIEW
27" CARTRIDGES

1 MECHANICAL STORMWATER FILTER
NTS



2 BIORETENTION AREA (STRUCTURED)
NTS



3 FLOW-THROUGH PLANTER
NTS

EXHIBIT I

FORM OF QUITCLAIM DEED

EXHIBIT I

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Attorney
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

No fee for recording pursuant to
Government Code Section 27383

QUITCLAIM DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Alameda, a municipal corporation (the "Grantor"), hereby grants to [_____] (the "Grantee"), the real property (the "Property") more particularly described in Attachment A attached hereto and incorporated into this Quitclaim Deed (this "Quitclaim Deed") by this reference, and all existing improvements existing on the Property.

1. The Property is conveyed subject to the Disposition and Development Agreement entered into by and between Grantor and Grantee's predecessor in interest, dated as of _____, 20__ (the "DDA"). Capitalized terms used, but not defined, in this Quitclaim Deed, shall have the meaning set forth in the DDA.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee and such successors and assigns shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Project on the Property in accordance with the DDA, and that such construction shall be commenced and completed within the times provided in the DDA.

(a) Promptly after completion of the Project on the Property or any Phase in accordance with the provisions of the DDA, the Grantor will furnish the Grantee with the Estoppel Certificate of Completion as more particularly described in Section 8.4 of the DDA. Except as otherwise provided in DDA Section 8.4, such Estoppel Certificate of Completion by the Grantor shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in the DDA and in this Quitclaim Deed with respect to the obligations of the Grantee and its successors and assigns to construct the development and the dates for the beginning and completion of such construction for the portion of the Property subject to the Estoppel Certificate of Completion.

3. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction of the development and thereafter, the Grantee shall devote the Property only to the uses specified in the DDA, or as otherwise approved in writing by the Grantor.

4. The Grantee covenants and agrees, for itself and its successors and assigns that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sexual orientation, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

5. The Grantee represents and agrees that the Property will be used for the purposes set forth in the DDA. The Grantee further recognizes that in view of the following factors, the qualifications of the Grantee are of particular concern to the community and the Grantor:

(a) The importance of the redevelopment of the Property to the general welfare of the community; and

(b) The fact that a change in ownership or control of the owner of the Property, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Grantee or the degree thereof is for practical purposes a transfer or disposition of the Property.

(c) For the reasons stated above, the Grantee covenants, for itself and its successors and assigns, that, during the Term of the DDA, there shall be no Transfer in violation of the DDA.

(d) No voluntary or involuntary successor in interest of the Grantee shall acquire any rights or powers under this Quitclaim Deed or the DDA except as expressly set forth in this Quitclaim Deed or the DDA.

6. The covenants contained in this Quitclaim Deed shall remain in effect for the period set forth in the DDA, except for the nondiscrimination covenants contained in Section 5 above which shall run with the land in perpetuity.

7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Quitclaim Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument permitted by the DDA. However, any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

8. The covenants contained in this Quitclaim Deed shall be, without regard to technical classification or designation, legal or otherwise specifically provided in this Quitclaim Deed, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successor and assigns, and any successor in interest to the

Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Quitclaim Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors, and such aforementioned parties.

9. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Quitclaim Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

10. In the event there is a conflict between the provisions of this Quitclaim Deed and the DDA, it is the intent of the parties hereto and their successors in interest that the DDA shall control.

11. This Quitclaim Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between the parties.

12. **NAVY QUITCLAIM DEED PROVISIONS** Prior to execution of this Quitclaim Deed, the applicable provisions from the Navy Quitclaim Deed or Deeds conveying the Property subject to this Quitclaim Deed will be incorporated herein.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Quitclaim
Deed this [redacted] day of [redacted], 20_____.

GRANTOR:

CITY OF ALAMEDA,
a municipal corporation

By:

_____, City Manager

Approved as to Form:

Andrico Q. Penick
Chief Real Estate Counsel

GRANTEE:

[_____]_____

SIGNATURES MUST BE NOTARIZED

EXHIBIT J

TDM COMPLIANCE STRATEGY

TRANSPORTATION DEMAND MANAGEMENT COMPLIANCE STRATEGY FOR REBUILDING THE EXISTING SUPPORTIVE HOUSING AT ALAMEDA POINT (RESHAP)

The Collaborating Partners and MidPen are committed to meeting the city's transportation goals for Alameda Point as outlined in the Mitigation Monitoring and Reporting Program from the Alameda Point EIR and the Alameda Point Zoning District. In order to successfully meet the city's goals, the Collaborating Partners and MidPen expect to implement programs and design RESHAP in an effort to reduce vehicle trips, provide various mobility options for residents and visitors, encourage residents to use alternative modes of transportation, and provide transportation benefits for Alameda Point and the entire City of Alameda.

Currently, less than one-third of the APC residents living in the existing 200 units at Alameda Point own a car. The proposed parking plan reflects the fact that formerly homeless and low income households have a very low rate of car ownership, but acknowledges that parking will also be needed for staff, service providers, and visitors.

Ample and easily accessible bicycle parking is provided throughout the site. Indoor bicycle storage rooms are provided on the first floor of each apartment building to provide dedicated and secure bike parking for the residents. It is expected that the bicycle storage rooms will have the capacity to accommodate approximately one bike per household. MidPen Property Management will manage the bike storage room to ensure that each household has an opportunity to use it. Approximately fifty (50) outdoor bicycle racks are provided throughout the site near the building entries, parking, the Farm, Plaza, and Barn, and are strategically placed to encourage visitors and other members of the community to bike to the site.

Each household living in the supportive housing at Alameda Point currently receives a free monthly transit pass through the Easy Pass program with AC Transit and the City of Alameda. This transit pass provides residents with free access to important locations, such as grocery stores, medical offices, pharmacies, parks, and job centers. The Collaborating Partners and MidPen expect to continue this transit pass program once the new housing is completed, and the Collaborating partners will continue their participation as members of the Alameda Transportation Management Agency (Alameda TMA), which includes Alameda Point and the Northern Waterfront. To this end, a representative from the Collaborating Partners and RESHAP will continue to serve on the TMA's Board and participate in decisions affecting Alameda Point and the Northern Waterfront.

In compliance with the Alameda Transportation Demand Management Plan and the Alameda TMA, the RESHAP residential phases will pay ninety dollars (\$90) per household per year and

the RESHAP commercial tenants will pay twenty cents (\$.20) per square foot of leased space to the Alameda TMA. It is expected that these fees will support alternative transportation options, such as transit passes, car sharing, bike sharing, and other transportation support services for the residents at Alameda Point. The Collaborating Partners and MidPen expect to provide a handbook for residents and employees that will be distributed at lease-up and will include information about commute trip planning, subsidies or financial incentives provided through the TMA, walking and biking routes in Alameda Point and the surrounding area, and local transit options. It is expected that the role of the TMA will evolve over time as Alameda Point is redeveloped. The Collaborating Partners and MidPen expect to take an active role in identifying the most and least effective TMA strategies, ensuring that the TMA's goals are being met to reduce car trips and encourage alternative transportation options.

EXHIBIT K

CITY REGULATORY AGREEMENT

Recording Requested By and
When Recorded, Return to:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

No Fee for Recording Pursuant to
Government Code Sections 6103 and 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DECLARATION OF AFFORDABILITY COVENANTS

This Declaration of Affordability Covenants ("Affordability Covenants") is made as of _____, 2018, (the "Effective Date"), by and between the City of Alameda, a California charter city (the "City"), and _____ (the "Developer"), with reference to the following facts:

RECITALS

These Affordability Covenants are entered into on the basis of the following facts, understandings, and intentions of the City and Developer.

A. All terms not defined in these Recitals have the meaning set forth in Article 1 below.

B. The Developer owns certain real property located in the City of Alameda, County of Alameda, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

C. The City and Developer entered into that certain Disposition and Development Agreement, dated as of _____, as amended from time to time (the "DDA") pursuant to which the City conveyed the Property to Developer. The recordation of these Affordability Covenants is a condition to the conveyance of the Property pursuant to the Agreement.

D. City Municipal Code Section 30-16, added by Ordinance No. 2965-NA adopted on June 15, 2004, sets forth certain inclusionary housing requirements for residential development in the City ("City Inclusionary Policy"), consistent with the intent of State law that local governments use the powers vested in them to make adequate provision for the housing needs of all economic segments of the community.

E. The Property is part of a larger site where approximately ____ units of residential housing located in the City of Alameda ("Housing Project") are to be developed and is,

therefore, subject to the City Inclusionary Policy. The Housing Project is subject to a discretionary approval from the City which requires that at least 25% of the units developed within the Housing Project be reserved for very low, low and moderate income households (each a "Restricted Unit" and collectively, the "Restricted Units") in accordance with the City Inclusionary Policy.

F. Pursuant to the City Inclusionary Policy and the conditions of approval for the Housing Project, the Developer is required to enter into this Agreement on terms acceptable to the City. This Agreement shall be executed and recorded against the Property prior to the recordation of any parcel map or final map or issuance of any building permit for the Project. The purpose of this Agreement is to set forth the terms and conditions for producing and marketing the Restricted Units in greater specificity and to ensure that the Restricted Units are built as part of the Housing Project. The Developer and City desire by the execution of this Agreement to assure the Property meets the requirements of the City Inclusionary Policy, and that the Restricted Units remain affordable permanently upon the recordation of this Agreement.

AGREEMENT

NOW, THEREFORE, the City and Developer hereby declare that the following express covenants are to be taken and construed as running with the Property and, except as set forth below, shall pass to and be binding upon Developer and its successors, assigns, heirs, grantees or lessees to the Property or any part thereof from the date of recordation of these Affordability Covenants, and shall continue in effect until such times as modified or released in writing by the City. Each and every deed, lease or other instrument conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to these Affordability Covenants, regardless of whether the covenants and restrictions are set forth in such deed, lease or other instruments.

ARTICLE 1. Definitions. The following definitions apply in this Declaration:

(a) "Affordable rent" is the amount of Rent considered as "affordable rent" for very low, low or moderate income households, adjusted for family size appropriate to the unit, pursuant to California Health and Safety Code Section 50053 or any successor statute thereto. If the statute is no longer in effect and no successor statute is enacted, the City shall establish the Affordable Rent for purposes of this Agreement..

(b) "Area Median Income" shall mean the median family income in the Alameda County, as annually estimated by HUD pursuant to Section 8 of the United States Housing Act of 1937 (California Health and Safety Code Section 50093). In the event such income determinations are no longer published by HUD, or are not updated for a period of at least twenty four (24) months, the City shall provide Developer with other income determinations which are reasonably similar with respect to the method of calculation previously published by HUD.

(c) "Assumed Household Size" means a household of two persons in the case of a one-bedroom unit, three (3) persons in the case of a two-bedroom Unit, four (4) persons in the case of a three-bedroom Unit, and five (5) persons in the case of a four-bedroom Home. This definition is utilized solely to calculate Affordable Housing Cost and is not intended to limit the number of people occupying a Home.

(d) "City" means the City of Alameda, a California charter city.

(e) "Developer" means _____, and its successors and assigns.

(f) "Eligible Households" shall mean either a Low Income Household or a Very Low Income Household.

(g) "HUD" shall mean the United States Department of Housing and Urban Development.

(h) "Income" has the meaning set forth in 24 Code of Federal Regulations §570.3.

(i) "Low Income Household" means a household whose Income does not exceed eighty percent (80%) of AMI or such other low income limit as published by HUD.

(j) "Project" has the meaning set forth in Recital D above.

(k) "Property" has the meaning set forth in Recital B above.

(l) "Rent" means the total of monthly payments by the Tenant of a Restricted Unit for the following: use and occupancy of the Restricted Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Developer which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer, and paid by the Tenant.

(m) "Restricted Unit" means _____ of rental housing units constructed on the Property.

(n) "Tenant" means a household legally occupying a Unit pursuant to a valid lease with Developer.

(o) "Very Low Income Household" means a household whose Income does not exceed fifty percent (50%) of AMI or such other very low income limits pursuant to the

standard published by HUD.

(p) "Unit" means one of the approximately _____ () rental housing units constructed on the Property.

ARTICLE 2. RENT INCOME AND OCCUPANCY RESTRICTIONS

2.01 Affordability Requirements and Restrictions.

All of the Restricted Units to be located on the Property shall be rented to very low, low or moderate income households whose income does not exceed the limits set forth below:

- (a) Very Low Income. Not less than ___ of the Restricted Units constructed on the Property shall be available to Very Low Income Households at an Affordable Rent.
- (b) Low Income. Not less than ___ of the Restricted Units constructed on the Property shall be available to Low Income Households at an Affordable Rent.

Notwithstanding the foregoing, Developer may, in its sole reasonable judgment, elect to have a full-time property manager residing on the Property, in which event one (1) of the Restricted Units may be designated as a resident manager's unit, and such Restricted Unit shall not be subject to the above affordability restrictions so long as such Restricted Unit is occupied by a full-time on-site manager for the Housing Project.

Not more than once per year, Developer may adjust rents in occupied Restricted Units to the level allowed for the family size appropriate to the unit. Developer may adjust the rent upon vacancy of a Restricted Unit to the level allowed for the family size appropriate to the unit. City shall annually publish a list of all rent ceilings reflecting the annual adjustments in the income limits for Eligible Households provided by HUD and the State of California Department of Housing and Community Development ("HCD"). Developer must notify each tenant and City in writing of any increase in monthly rent for a Restricted Unit at least thirty (30) days in advance of the effective rent adjustment date. The written notice of rent increase provided to City shall indicate: (1) the rent adjustment for each Restricted Unit; (2) the new rental amount for each Restricted Unit; and (3) the effective date of the adjustment for each Restricted Unit. Failure to provide the notice required shall be considered a default by Developer under this Agreement.

The determination of a status as an Eligible Household shall be made by Developer prior to initial occupancy of the Restricted Unit by such household and shall be subject to review and approval by City. The income of all persons residing in the Restricted Unit shall be considered for purposes of calculating the household income. Developer shall not discriminate against prospective tenants with qualified Public Housing Authority Section 8 certificates or vouchers who are otherwise qualified. Developer shall notify City in writing whenever the tenant in a Restricted Unit changes. The notice shall indicate the name and household size of the tenant vacating the Restricted Unit. Once the Restricted Unit is reoccupied, Developer shall notify City in writing of the new tenant's name, household size and income.

Immediately prior to the first anniversary date of the occupancy of a Restricted Unit by an Eligible Household, and on each anniversary date thereafter, Developer shall re-certify the income of the occupants of such Restricted Unit by obtaining a completed Tenant Income Certification based upon the current income of each occupant of the Restricted Unit. The Tenant Income Certification shall be in the form attached hereto as Exhibit B. If an occupant of a Restricted Unit no longer qualifies as an Eligible Household due to an increase in income above the limitation set forth in paragraph (a) and (b), of this Section 2, the occupant may continue to occupy the former Restricted Unit; provided, however, Developer may increase the rental rate for such former Restricted Unit to market rate or the highest rent allowable under regulatory restrictions and Developer shall rent the next available comparable unit within the Housing Project (i.e., same number of bedrooms and bathrooms) as a Restricted Unit. Developer shall send written notice to City with the address and bedroom/bathroom mix of the Restricted Unit designated by Developer as the replacement Restricted Unit.

2.02 Marketing and Leasing Program.

Developer shall actively market rental of all units within the Housing Project, including the Restricted Units. Prior to lease-up of the Restricted Units, Developer shall provide City with a copy of its marketing program for the Housing Project, which shall include a marketing program for the Restricted Units ("Restricted Units Marketing Program"). City shall review the Restricted Units Marketing Program and either approve or request modifications to the Restricted Units Marketing Program within thirty (30) days after receipt. Developer shall provide monthly updates to the Restricted Units Marketing Program commencing thirty (30) days after the date the Restricted Units Marketing Program is initially approved by City.

Developer is responsible for implementing the Restricted Units Marketing Program actively and in good faith. City may extend the required marketing period in its discretion if Developer delays implementation or otherwise fails to comply with the Restricted Units Marketing Program as approved by City.

2.03 Agreement to Limitation on Rents.

The City has provided a waiver of AMC 30-53 for the Housing Project as part of the concession specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code. Civil Code Sections 1954.52(b) and 1954.53(a)(2) provide that where an owner has received a form of concessions specified in Chapter 4.3, certain provisions of Civil Code Section 1954.51 et seq. (Costa-Hawkins Act) do not apply to the project if the Developer has so agreed by contract. Developer hereby agrees to limit rents as provided in this Agreement in consideration of Developer's receipt of the waiver of AMC 30-53 as the concession specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code, and further agrees that the limitations on rents imposed by this Agreement are in conformance with Civil Code Section 1954.51 et seq. (Costa-Hawkins Act).

2.04 Satisfaction of Affordable Housing Requirement.

The City Inclusionary Policy shall be satisfied with respect to the Property if the Developer constructs or causes to be constructed the Restricted Units meeting the requirements of Article 2 above, in compliance with the schedule set forth in the DDA.

ARTICLE 3. REPORTING REQUIREMENTS FOR HOUSING PROJECT

3.01 Reporting Requirements. Developer shall submit an annual report and income certification to the City. The report, at a minimum, shall include:

- (a) The number of persons per Restricted Unit;
- (b) Name of each Restricted Unit Tenant;
- (c) Initial occupancy date;
- (d) Rent paid per month; and
- (e) Gross income per year.

Such information shall be reported to the City substantially in the form of the Certification of Continuing Compliance attached hereto as Exhibit C or in such other format as may be reasonably requested by City.

Annual income recertification shall also contain those documents used to certify eligibility. The City, from time to time during the term of this Agreement, may request additional or different information, if such information is required in order for the City to comply with its reporting requirements, and Developer shall promptly supply such additional or different information in the reports required hereunder. Developer shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Developer, at such time and in such forms as City may require, shall furnish to City statements, records, reports, data and information pertaining to matters covered by this Agreement. Upon reasonable advance request for examination by City, Developer, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Agreement. Developer shall permit City to audit, examine and make excerpts or transcripts from these records at City's sole cost.

The first annual report and annual income certification ("**Initial Report**") shall be submitted to the City within sixty (60) days of the date of the initial rental of all the Restricted Units on the Property. Subsequent annual reports and annual income certifications or recertifications shall be submitted to the City on the anniversary date of submittal of the Initial Report.

3.02 City Approval of Lease Forms. City shall have the right to review and approve Developer's form of lease for the Restricted Units, including disclosures of the affordability restrictions on the Restricted Units, prior to Developer's use of such form.

All eligibility shall be conducted without regard to race, creed, color, gender, religion, age, disability, familial status or national origin of the tenant or applicant for tenancy.

ARTICLE 4. PROVISION OF SERVICES AND MAINTENANCE OF PROPERTY

4.01 Maintenance. During the term of this Agreement, Developer shall maintain, or cause to be maintained, the Property, including all improvements thereon, in a manner consistent

with the provisions set forth therefor in the Alameda Municipal Code, and shall keep the entire Property free from any accumulation of debris or waste materials prior to and after construction.

If, at any time, Developer fails to maintain the Property, and has either failed to commence to cure such condition or to diligently prosecute to completion the condition or the condition is not corrected after expiration of sixty (60) days from the date of written notice from the City to the Developer, City may perform the necessary corrective maintenance, and Developer shall pay such costs as are reasonably incurred for such maintenance. The City shall have the right to place a lien on the Property should Developer not reimburse City for such costs within sixty (60) days following City's written demand for reimbursement of such costs. Developer, on behalf of itself, its heirs, successors and assigns, hereby grants to City and its officers, employees and agents, an irrevocable license to enter upon the Property to perform such maintenance during normal business hours after receipt of written notice from City and Developer's failure to cure or remedy such failure within sixty (60) days of such notice. Any such entry shall be made only after reasonable notice to Developer, and City shall indemnify and hold Developer harmless from any claims or liabilities pertaining to any such entry by City. Failure by Developer to maintain the Property in the condition provided in this Article 4 may, in City's reasonable discretion, constitute a default under this Agreement.

ARTICLE 5. NO TRANSFER

5.01 Prohibition. Except with respect to Permitted Transferees (as defined below), Developer shall not make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property, the Housing Project or this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld.

5.02 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of an assignment or transfer of this Agreement or conveyance of the Property or Housing Project, or any part thereof, shall not be required in connection with any of the following (the "**Permitted Transfers**"):

- (a) The lease of Restricted Units to Eligible Households.
- (b) Assignments for financing purposes, and any subsequent transfer to the lender providing such financing by foreclosure or deed in lieu of foreclosure thereunder, subject to such financing being considered and approved by the City.
- (c) Transfer of the Property and Housing Project to an affiliate entity which controls, is controlled by or under common control with Developer.
- (d) In the event of an assignment by Developer pursuant to subparagraph (c) not requiring the City's prior approval, Developer nevertheless agrees that at least thirty (30) days prior to such assignment or transfer it shall give written notice to the City of such assignment or transfer and that such transferee shall be required to assume Developer's obligations under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney.

5.03 City Consideration of Requested Transfer. The City agrees that it will not unreasonably withhold approval of a request made pursuant to this Article 5 provided (a) the Developer delivers written notice to the City requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as Developer, and (c) the assignee or transferee assumes the obligations of the Developer under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth herein and other criteria as reasonably determined by the City. The City shall approve or disapprove the request within forty-five (45) days of its receipt of the Developer's notice and all information and materials required herein.

ARTICLE 6. NO DISCRIMINATION

Developer covenants, by and for itself and any successors in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees in the Property.

ARTICLE 7. NO IMPAIRMENT OF LIEN

No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Developer to the Property and Housing Project shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

ARTICLE 8. DURATION

The covenants contained in Articles 2, 3, 4 and 5 of this Agreement shall be deemed to run with the Property and Housing Project permanently following the Effective Date. The covenants against discrimination contained in Article 6 of this Agreement shall run with the land in perpetuity, unless otherwise terminated by the City.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The covenants contained in the Agreement shall be binding upon Developer and its heirs, successors and assigns, and such covenants shall run in favor of the City and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard as to whether the City is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any such covenants, or breach of any of Developer's obligations under this Agreement, City and its successors and assigns shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in the Agreement, without regard to technical classification and designation, shall be for the benefit of and shall be enforceable only by the City, and its successors and assigns.

ARTICLE 10. SUBORDINATION AGREEMENT

Except as otherwise expressly provided below, this Agreement shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes) and Developer shall cause all such mortgagees, deed of trust beneficiaries and

other lien holders to execute and deliver to City for recordation in the Official Records of Alameda County, a subordination agreement, in a form reasonably acceptable to City, subordinating such mortgages, deeds of trust and other liens to this Agreement thereby ensuring the priority of this Agreement over all such mortgages, deeds of trust and other liens. Notwithstanding the subordination provisions set forth herein, the City may, in its sole discretion, subordinate this Agreement. Notwithstanding the above, the City agrees to cooperate with the Developer with regards to subordination of the provisions of this Agreement with respect to the Restricted Units that are not necessary to satisfy the City's Inclusionary Policy if subordination is necessary to facilitate financing for the Project.

ARTICLE 11. DEFAULT

Any failure by Developer to perform any term or provision of this Agreement shall constitute a **"Default"** (1) if Developer does not cure such failure within thirty (30) days following written notice of default from City, or (2) if such failure is not of a nature which can be cured within such thirty (30) day period, Developer does not commence substantial efforts to cure the failure within thirty (30) days and thereafter prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given under this Agreement shall identify the nature of the failure in performance which City claims constitutes the Default and the manner in which such Default may be satisfactorily cured. Any failure or delay by City in asserting any of its rights or remedies, including specific performance, as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 12. NOTICES, DEMANDS AND COMMUNICATIONS

Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent: (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service and marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated herein or to such other address as a party may designate by written notice to the other. Any written notice, demand or communication shall be deemed received: (a) immediately if delivered by personal delivery as provided hereinabove; (b) on the third (3rd) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; and (c) on the next business day if sent via nationally recognized overnight courier and marked for next day business delivery. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

To City: City of Alameda
 2263 Santa Clara Avenue
 Alameda, CA 94501
 Attention: City Manager

With a copy to: City of Alameda
Alameda City Hall, Rm 280
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

Authority Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attn: Executive Director

With a copy to:

To Developer

Attention: _____

With a copy to:

Attention: _____

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

ARTICLE 13. ATTORNEYS' FEES

In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in any action or proceeding.

ARTICLE 14. RECORDATION OF AGREEMENT

Immediately following the Effective Date, this Agreement shall be recorded against the Property in the Official Records of Alameda County.

ARTICLE 15. COMPLIANCE MONITORING FEE

Developer acknowledges and agrees that the City is obligated to monitor compliance with this Agreement on an annual basis and, therefore, agrees to pay City for a portion of its administrative costs for such monitoring by paying to City an annual monitoring fee in an

amount of _____ Dollars (\$_____) which fee shall be due on the initial date of occupancy and each year on the anniversary date of the initial date of occupancy

ARTICLE 16. INDEMNIFICATION

Except for an award of attorney's fees to Developer, Developer will indemnify and hold harmless (without limit as to amount) the Authority and City and their elected officials, officers, employees, and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of this Agreement, arising out of or relating in any manner to the Project, the Restricted Units, or Developer's performance or non-performance under this Agreement, including without limitation the construction or sale of any unit in the Project, caused in whole or part by any negligent act or omission of the Developer, except where caused by the gross negligence or willful misconduct of the Authority and/or the City, and shall protect and defend Indemnitees, and any of them with respect thereto. The provisions of this Article 16 shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this Article 16 shall remain in full force and effect.

ARTICLE 17. MISCELLANEOUS

Each party agrees to cooperate with the other in the implementation and administration of this Agreement and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The words "include" and "including" shall be construed as if followed by the words "without limitation." All exhibits and attachments hereto are incorporated by reference as though fully restated herein. This Agreement shall be interpreted as though prepared jointly by both parties, and shall be construed in accordance with and be governed by the laws of the State of California. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. A waiver by either party of a breach of any of the covenants, conditions or agreements hereunder to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof. No waiver by City of any of the conditions hereof shall be effective unless in writing expressly identifying the scope of the waiver and signed on behalf of an authorized official of City. Any alteration, change or modification of or to the Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party hereto. Nothing contained in this Agreement or any document executed pursuant to this Agreement shall be construed as creating a joint venture or partnership between the City, the Authority and Developer. Nothing contained in this Agreement shall create or justify any claim against the Authority or City by any person that Developer may have employed or with whom Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Property or the construction of the Project.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized, on the Effective Date first above written.

CITY:

RECOMMENDED FOR APPROVAL:

CITY OF ALAMEDA, a municipal corporation

Executive Director, Housing Authority

City Manager

[Signature must be notarized]

APPROVED AS TO FORM:

City Attorney

- and -

DEVELOPER::

y

By: _____
[Signature must be notarized]

Print Name: _____

Its: _____

NOTARY ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A
Description of Property

Exhibit A

EXHIBIT B

Tenant Income Certification

Project Name and Address: _____ Date: _____

Restricted Units: 50% of Median Income
 80% of Median Income
 120% of Median Income

Address/Unit Number: _____ Rent: _____
Tenant/Household Name: _____ Date of Lease: _____
Size of Household: _____ Expiration: _____
Total Household Income: _____ per year

The following list includes each member of the household and their income. Attached are federal or state income tax returns for the most recent tax year, current stubs from paychecks or other evidence of the income of each income-producing member of the household.

Name of Household Member	Relationship	Age	Social Security Number	Annual Income	Source of Income/ Name of Employer
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

I/We the undersigned have read and answered fully, frankly and personally each of the above questions under penalty of perjury and do hereby swear they are true.

Head of Household Date Developer/ Agent Date

EXHIBIT C

CERTIFICATION OF CONTINUING COMPLIANCE

Project Name and Address: _____

Date: _____

Total Affordable Housing Units in Project:

Very Low Income Units (not to exceed 50% of Median Income): _____

Low Income Units (not to exceed 80% of Median Income): _____

Moderate Income Units (not to exceed 120% of Median Income): _____

The Developer, in accordance with the Affordable Housing Agreement dated _____, does hereby certify to the City of Alameda that during the preceding year, the units identified on the following pages were occupied in accordance with the Affordable Housing Agreement and does hereby further certify that the representations set forth herein are true and correct to the best of the undersigned's knowledge.

Signed: _____
Developer/ Agent

Date: _____

[See Attached]

Exhibit C

ANNUAL COMPLIANCE REPORT

Project Name and Address: _____ Date: _____

Very Low Income Units (Not to Exceed 50% of Median Income)

Unit No./Address	Type	Tenant Name	Annual Household Income	Number in Household	Monthly Rent
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Attach additional sheets as required.)

Signed: _____ Date: _____
Developer / Agent

Exhibit E

ANNUAL COMPLIANCE REPORT

Project Name and Address: _____ Date: _____

Low Income Units (Not to Exceed 80% of Median Income)

Unit No./Address	Type	Tenant Name	Annual Household Income	Number in Household	Monthly Rent
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Attach additional sheets as required.)

Signed: _____ Date: _____
Developer / Agent

Exhibit E

ANNUAL COMPLIANCE REPORT

Project Name and Address: _____ Date: _____

Moderate Income Units (Not to Exceed 120% of Median Income)

Unit No./Address	Type	Tenant Name	Annual Household Income	Number in Household	Monthly Rent
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Attach additional sheets as required.)

Signed: _____ Date: _____
Developer / Agent

Exhibit E

EXHIBIT L

GENERAL ASSIGNMENT

EXHIBIT L

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (“**Assignment**”) is entered into the day of _____, 20__ (the “**Effective Date**”), by and between the CITY OF ALAMEDA, a California charter city (the “**City**”), and [_____] (“**Developer**”).

RECITALS

A. The City and Developer have entered into that certain Disposition and Development Agreement, dated _____, 2018, as amended, regarding the Property (the “**DDA**”). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the DDA.

B. Pursuant to the DDA, the City is obligated, inter alia, to assign the following to the Developer and the Developer is obligated to accept the following from Assignor any and all permits, entitlements rights, intangibles or privileges appurtenant or otherwise related to Phase, including, without limitation, the EDC Agreement (collectively, the “**Phase Intangible Property**”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Acceptance. Effective as of the Effective Date, (a) the City hereby assigns the Phase Intangible Property to the Developer and (b) the Developer hereby accepts the foregoing assignment.

2. Notice. From and after the Effective Date, the notices to be delivered with respect to the Phase Intangible Property shall be delivered to:

Developer: [_____]

With copies to: [_____]

With copies to: [_____]

With copies to: [_____]

3. Attorneys' Fees In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

4. Entire Agreement. All attachments are incorporated herein by this reference, are an integral part of this Assignment, and will be read and interpreted together as a single document. This Assignment and the applicable provisions of the DDA set forth the complete, exclusive and final statement of the agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties regarding such subject matter.

5. Counterparts. This Assignment may be executed in one or more counterparts by actual or email signature. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

6. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the respective successors, assigns, personal representatives, heirs and legatees of the city and the Developer. If any party hereto brings any action or suit against the other party hereto by reason of any breach of any covenant, condition, agreement or provision on the part of the other party set forth in this Assignment, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses of the action or suit, including reasonable attorneys' fees, charges and costs, in addition to any other relief to which it may be entitled. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

CITY:

CITY OF ALAMEDA, a California charter city,

By: Name: Title:

DEVELOPER:

[_____]

EXHIBIT M

BILL OF SALE

EXHIBIT M

BILL OF SALE

This **BILL OF SALE** is entered into as of _____, 201____, by and between the CITY OF ALAMEDA, a California charter city (the “**City**”), and [_____] (“**Developer**”).

A. **DDA.** The City and Developer have entered into that certain Disposition and Development Agreement, dated _____, 2018, as amended, regarding the property commonly referred to as RESHAP (the “**DDA**”). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the DDA. Pursuant to the DDA, the City is obligated to, inter alia, transfer the Phase _____ Personal Property (defined below) to the Developer.

B. **Transfer.** In consideration of the portion of the Land Payment allocated to Phase _____ and other provisions of this Bill of Sale, the City does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to the Developer the personal property listed in Exhibit 1 attached hereto (the “**Phase Personal Property**”). The Developer hereby accepts the Phase _____ Personal Property pursuant to the terms of this Bill of Sale.

C. **City’s Representation: As-Is Purchase; Waiver of Implied Warranties; Limitation of Liability.**

1. The City hereby represents that the Phase _____ Personal Property is free and clear of all encumbrances.

2. The Developer acknowledges that the Developer has had the opportunity to inspect the Phase _____ Personal Property and, except as expressly set forth in Section 3.1, hereby agrees that the Developer is accepting the Phase _____ Personal Property in their “As-Is” condition.

3. Except as expressly set forth in Section 3.1, the Developer agrees that no other representations or warranties (express or implied) are made by the City, and any implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed.

D. **Attorneys’ Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Bill of Sale, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

E. **Entire Agreement.** All attachments are incorporated herein by this reference, are

an integral part of this Bill of Sale, and will be read and interpreted together as a single document. This Bill of Sale (including all attachments thereto) and the applicable provisions of the DDA set forth the complete, exclusive and final statement of the agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties regarding such subject matter.

F. Counterparts. This Bill of Sale may be executed in one or more counterparts by actual or email signature. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

G. Miscellaneous. This Bill of Sale shall be binding upon and inure to the benefit of the respective successors, assigns, personal representatives, heirs and legatees of the city and the Developer. If any party hereto brings any action or suit against the other party hereto by reason of any breach of any covenant, condition, agreement or provision on the part of the other party set forth in this Bill of Sale, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses of the action or suit, including reasonable attorneys' fees, charges and costs, in addition to any other relief to which it may be entitled. This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed and delivered this Bill of Sale as of the day and year first above written.

CITY:

CITY OF ALAMEDA, a California charter city,

By: _____

Name: _____

Title: _____

DEVELOPER:

[_____]

EXHIBIT N

CITY DISCLOSURE DOCUMENTS

Exhibit N
City Disclosure Document

Item#	Area	Document Title
1	CAA-7	Final Interim Technical Memorandum for Bioremediation Treatability Study at Petroleum Corrective Action Areas 4c and 7, Alameda Point, Alameda, California. May 8, 2017
2	CAA-7	Alameda Point, CAA-7 Overlay, Main Street Neighborhood. October 2, 2016
3	CAA-7	Final Work Plan, Bioremediation Treatability Study at Petroleum Corrective Action Areas 4c and 7, Alameda Point, Alameda, California. July 2015
4	Phase I Transfer Area	Site Management Plan, Phase I Transfer Portion of Alameda Point, Alameda, California. March 29, 2015
5	CAA-7	Case Summary Report. Website reference.
6	CAA-7	Petroleum Corrective Action Summary Report for CAA-7. December 2014
7	CAA-7	IR Site 7 RACR by URS. April 2013
8	CAA-7	Investigation Report Petroleum Program Groundwater Monitoring, Alameda Point, Alameda, California. February 2013.
9	CAA-7	Finding of Suitability to Transfer for Former Naval Air Station Alameda, Alameda Point Alameda, California February 13, 2013
10	CAA-7	Corrective Action Area 7, Alameda Point, Alameda, California, Final Field Activity Summary Report, February 5, 2007
11	Marsh Crust	City of Alameda Ordinance 2824
12	Marsh Crust	Final RAP/ ROD for the Marsh Crust and Former Subtidal Area at Alameda Point, February 2001

EXHIBIT O-1

NOTICE OF CITY RELEASE OF
ENVIRONMENTAL CLAIMS

EXHIBIT O-1

NOTICE OF CITY RELEASE OF ENVIRONMENTAL CLAIMS

**CITY OF ALAMEDA – OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED
UNDER GOVERNMENT CODE SECTION
37393 AND ENTITLED TO FREE
RECORDING UNDER GOVERNMENT CODE
SECTION 27383**

**RECORDING REQUESTED BY
AND RETURN TO:**

(Above for recorder's use)

APNs:

**MEMORANDUM OF RELEASE OF CLAIMS
(City)**

This MEMORANDUM OF RELEASE OF CLAIMS (“**Memorandum**”) dated as of _____, 20__ (the “**Effective Date**”), is made and entered into by the CITY OF ALAMEDA, a California charter city (the “**City**”), and [_____] (“**Developer**”), with respect to the real property more commonly known as _____ of Alameda Point (the “**Property**”), as legally described on **Exhibit A** attached hereto and incorporated herein.

WITNESSETH:

1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in **Exhibit B**, attached hereto and incorporated herein.

2. The City and Developer have entered into that certain Disposition and Development Agreement, dated _____, 2018, as amended, regarding the Property (the “**DDA**”). As more particularly set forth in the DDA, the City on behalf of itself and anyone claiming by, through or under the City (including, without limitation, any successor owner of the NAS Alameda Property, whether acquired prior to or after the applicable Phase Closing Date), provided Developer, its partners and their respective partners, members, shareholders, managers, directors, officers, employees, attorneys, agents, and successors and assigns (the “**Developer Released Parties**”) a waiver of its rights to recover from and fully and irrevocably released the Developer Released Parties from any and all Claims that the City may have or hereafter acquire against any of the Developer Released Parties arising from or related to the Incidental Migration of Hazardous

Materials that existed as of the applicable Phase Closing Date from the Property to any portion of the NAS Property acquired by the City, whether such Incidental Migration occurs prior to or after the applicable Phase Closing Date (the “**Release of Claims**”).

The foregoing Release of Claims did not negate, limit, release, or discharge the Developer Released Parties in any way from, and shall not be deemed a waiver of any Claims by the City with respect to (i) any fraud or intentional concealment or willful misconduct committed by any of the Developer Released Parties, (ii) any premises liability or bodily injury claims accruing after the applicable Phase Closing Date to the extent such claims are not based on the acts of the City, its elected and appointed officials, board members, commissioners, officers, employees, attorneys, agents, volunteers and their successors and assigns, (iii) any violation of law by any of the Developer Released Parties after the applicable Phase Closing, (iv) any breach by Developer of any of Developer's representations, warranties or covenants expressly set forth in the DDA or any other agreement between the City and the Developer, (v) the release (including negligent exacerbation but excluding any Incidental Migration) of Hazardous Materials by the Developer Released Parties at, on, under or otherwise affecting any portion of the NAS Alameda Property acquired by the City, which release first occurs after the applicable Phase Closing Date, or (vi) any claim that is actually accepted as an insured claim under any pollution legal liability policy maintained by Developer.

3. The sole purpose of this Memorandum is to provide notice of the Release of Claims contained in the DDA in and as a matter of the public record and, to the maximum extent permitted by law, notify and bind successor owners and lessees of any portion of the NAS Alameda Property acquired by the City to the Release of Claims contained in the DDA. To the extent that there is any inconsistency between this Memorandum and the DDA, the DDA shall control.

3. This Memorandum and the notice provided herby shall be binding upon, and shall inure to the benefit of, the City, Developer and each of their legal representatives, successors and assigns, including each future owner and/or lessee of any portion of the NAS Alameda Property acquired by the City.

[Signatures on next page]

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum as of the date indicated above.

CITY OF ALAMEDA,

[_____]

By: _____

Type or Print Name

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY
(SEE ATTACHED)

[Note: Insert references to applicable Phase Transfer Property]

EXHIBIT B

DEFINITIONS

Hazardous Materials: means any flammable explosives, radioactive materials, hazardous wastes, petroleum and petroleum products and additives thereof, toxic substance or related materials, including without limitation, any substances defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws, ordinances or regulations.

Incidental Migration: means the non-negligent activation, migration, mobilization, movement, relocation, settlement, stirring, passive migration, passive movement, and/or other incidental transport of Hazardous Materials.

NAS Alameda Property: means the Naval Air Station Alameda and the Fleet and Industrial Supply Center, Alameda Annex and Facility , which encompasses the Naval facilities and grounds comprising the western end of the City of Alameda and consists of approximately 1,546 acres of real property, together with the buildings, improvements and related other tangible personal property located thereon and all rights, easements and appurtenances thereto, was decommissioned by the United States Department of the Navy (the "**Navy**") in 1993 and closed in 1997.

EXHIBIT O-2

NOTICE OF DEVELOPER RELEASE OF
ENVIRONMENTAL CLAIMS

EXHIBIT O-2

NOTICE OF DEVELOPER RELEASE OF ENVIRONMENTAL CLAIMS

**CITY OF ALAMEDA – OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED
UNDER GOVERNMENT CODE SECTION
37393 AND ENTITLED TO FREE
RECORDING UNDER GOVERNMENT CODE
SECTION 27383**

**RECORDING REQUESTED BY
AND RETURN TO:**

(Above for recorder's use)

APNs:

**MEMORANDUM OF RELEASE OF CLAIMS
(Developer)**

This MEMORANDUM OF RELEASE OF CLAIMS (“**Memorandum**”) dated as of _____, 20__ (the “**Effective Date**”), is made and entered into by the CITY OF ALAMEDA, a California charter city (the “**City**”), and _____ (“**Developer**”), with respect to the real property more commonly known as _____ of Alameda Point (the “**Property**”), as legally described on **Exhibit A** attached hereto and incorporated herein.

WITNESSETH:

1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in **Exhibit B**, attached hereto and incorporated herein.

2. The City and Developer have entered into that certain Disposition and Development Agreement, dated _____, 2018, as amended, regarding the Property (the “**DDA**”). As more particularly set forth in the DDA, Developer on behalf of itself and anyone claiming by, through or under Developer (including, without limitation, any successor owner of the Property), provided the City, its elected and appointed officials, board members, commissioners, officers, employees, attorneys, agents, volunteers and their successors and assigns (the “**City Released Parties**”) a waiver of its rights to recover from and fully and irrevocably released the City Released Parties from any and all Claims that Developer may have or hereafter acquire against any of the City Released Parties arising from or related to:

(1) Claims Related to the Property: (A) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility

of the Property, or its suitability for any purpose whatsoever; (B) any presence of Hazardous Materials that were existing at, on, or under the Property as of the applicable Phase Closing Date; and (C) any information furnished by the City Released Parties related to the Property under or in connection with the DDA; and

(2) Claims for Incidental Migration: the Incidental Migration of Hazardous Materials that existed as of the applicable Phase Closing Date from any portion of the NAS Alameda Property acquired by the City to the Property, whether such Incidental Migration occurs prior to or after the applicable Phase Closing Date (the “**Release of Claims**”).

The foregoing Release of Claims did not negate, limit, release, or discharge the City Released Parties in any way from, and shall not be deemed a waiver of any Claims by Developer with respect to (i) any fraud or intentional concealment or willful misconduct committed by any of the City Released Parties, (ii) any premises liability or bodily injury claims accruing prior to the applicable Phase Closing Date to the extent such claims are not based on the acts of the Developer, its partners or any of their respective agents, employees, contractors, consultants, officers, directors, affiliates, members, shareholders, partners or other representatives, (iii) any violation of law by any of the City Released Parties prior to the applicable Phase Closing Date, (iv) any breach by the City of any of the City's representations, warranties or covenants expressly set forth in the DDA, (v) the release (including negligent exacerbation but excluding any Incidental Migration) of Hazardous Materials by anyone other than a Developer Party at, on, under or otherwise affecting the Property, or (vi) any claim that is actually accepted as an insured claim under any pollution legal liability policy maintained by the City.

3. The sole purpose of this Memorandum is to provide notice of the Release of Claims in the DDA in and as a matter of the public record and, to the maximum extent permitted by law, notify and bind successor owners and lessees of the Property, or any portion thereof, to the Release of Claims contained in the DDA. To the extent that there is any inconsistency between this Memorandum and the DDA, the DDA shall control.

3. This Memorandum and the notice provided hereby shall be binding upon, and shall inure to the benefit of, the City, Developer and each of their legal representatives, successors and assigns, including each future owner and/or lessee of the Property or any portion thereof.

[Signatures on next page]

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum as of the date indicated above.

CITY OF ALAMEDA,

[_____]

By: _____

Type or Print Name

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY
(SEE ATTACHED)

[Note: Insert references to applicable Phase Transfer Property.]

EXHIBIT B

DEFINITIONS

Hazardous Materials: means any flammable explosives, radioactive materials, hazardous wastes, petroleum and petroleum products and additives thereof, toxic substance or related materials, including without limitation, any substances defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws, ordinances or regulations.

Incidental Migration: means the non-negligent activation, migration, mobilization, movement, relocation, settlement, stirring, passive migration, passive movement, and/or other incidental transport of Hazardous Materials.

NAS Alameda Property: means the Naval Air Station Alameda and the Fleet and Industrial Supply Center, Alameda Annex and Facility , which encompasses the Naval facilities and grounds comprising the western end of the City of Alameda and consists of approximately 1,546 acres of real property, together with the buildings, improvements and related other tangible personal property located thereon and all rights, easements and appurtenances thereto, was decommissioned by the United States Department of the Navy (the "**Navy**") in 1993 and closed in 1997.

EXHIBIT P

LIST OF NAVY QUITCLAIM DEEDS

AND CRUPS

EXHIBIT P

LIST OF NAVY QUITCLAIMS DEEDS AND CRUPS

QUITCLAIM DEEDS:

1. Quitclaim Deed recorded 6/6/13 for Parcel ALA-37, ALA-38, ALA-55, ALA-57, ALA-59 and ALA-61, Series No. 2013-199810.
2. Quitclaim Deed recorded 6/6/13 for Parcel ALA-60, Series No. 2013 199826.

CRUPS:

3. Covenant to Restrict Use of Property – Environmental Restriction (re Parcel ALA-37 (Partial), ALA-59, and ALA-60), Series No. 2013 199837.

EXHIBIT Q
RELEASE AND TERMINATION OF LEASE

Exhibit Q

Recording Requested by
And When Recorded Return to:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

No Fee for Recording Pursuant to
Government Code Sections 6103 and 27383

RELEASE, TERMINATION AND AMENDMENT OF LEGALLY BINDING
AGREEMENT AND PROPERTY LEASE

This Release, Termination and Amendment of the Legally Binding Agreement and Property Lease ("Agreement") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("City"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("HCD") and _____ ("Provider") [**Insert name of appropriate collaborating partner**].

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("ARRA"), the predecessor in interest to the City, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated _____ ("Property Lease"), whereby Provider leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein (the "Premises").
- b. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("NAS Alameda"), a former military base that was closed pursuant to the federal base closure law.
- c. The Property Lease was entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994

(the "Redevelopment Act") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.

- d. The Property Lease conveyed to the Provider a leasehold interest in the Premises with a term of _____ years and required that the Provider operate on the Premises _____ units of supportive affordable housing in accordance with the requirements of the Property Lease.
- e. The City and HCD are also party to agreements similar to the Property Lease with _____ and _____ that require _____ and _____ to operate on the premises covered by those leases supportive affordable housing ("Collaborative Leases").
- f. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated _____ ("DDA") which provides for a development entity in which Provider or an affiliate of Provider is a general partner ("Provider Development Entity") to acquire from the City a portion of the Property described in the DDA for the development of _____ units of supportive affordable housing to be developed in accordance with the terms and provisions of the DDA.
- g. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("Main Street Neighborhood Plan"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 200 housing units currently located on the Premises and the Premises covered by the Collaborative Leases with a 9.7 acre campus that will consist of 267 affordable housing units ("Replacement Housing") and up to 40,000 square feet of community-serving commercial spaces.
- h. In order to develop the Main Street area in accordance with the Main Street Neighborhood Plan, certain infrastructure improvements are required to be installed to serve the area. The DDA contemplates that the City will enter into disposition and development agreements with market rate developers that may provide for conveyance of property within the Main Street area to the market rate developer in exchange for the market rate developer installing the infrastructure necessary to serve the area. The property to be conveyed to the market rate developers is expected to include the Premises. In order to accomplish that conveyance and accommodate the development of the infrastructure necessary to serve the Replacement Housing, the Provider is required to release its interest in the Premises.

- i. Provider has agreed to enter into this Agreement in consideration for the City's agreements pursuant to the DDA related to the conveyance of a portion of the Property identified in the DDA to the Provider Development Entity and to cause the development of the infrastructure necessary to serve the Replacement Housing.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Release of Property Lease. Provider hereby releases all of its rights, title and interest in the Premises and terminates the Property Lease effective as of the date this Agreement is recorded in the Official Records of Alameda County ("Release Date").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any residents or occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("Escrow Holder") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
3. Lease Termination. Provider's failure to comply with the provisions of Section 2 shall be considered an Event of Default under the Property Lease entitling the City to immediately terminate the Property Lease pursuant to Section 34(a)(ii) and regain possession of the Premises. Any such termination in accordance with this Section shall be effective immediately upon receipt by Provider of written notice from the City terminating the Property Lease and neither party shall be entitled to invoke the dispute resolutions provisions of the Property Lease.

In the event City terminates the Property Lease pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the

City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.

4. HCD Consent. HCD hereby consents to this Agreement and the termination of the Property Lease in accordance with this Agreement and upon the recordation of this Agreement HCD relinquishes any rights it may have to the Premises or pursuant to the Property Lease. HCD agrees to execute any documents necessary to provide clear title to the Premises.
5. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.
6. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.
7. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

In WITNESS WHEREOF, the Parties have signed this Disposition and Development Agreement on the dates indicated below.

CITY OF ALAMEDA

By: _____

Elizabeth Warmerdam

Acting City Manager

Date: _____

Attest: **Recommended for Approval:**

Lara Weisiger, City Clerk

Jennifer Ott, Director Base Reuse and
Transportation Planning

Approved as to Form:

Andrico Q. Penick
Chief Real Estate Counsel

Provider:

By: _____

Its: _____

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____

Linda M. Gardner

Director

EXHIBIT R
SITE MANAGEMENT PLAN

City of Alameda

Site Management Plan
Phases 1 and 2 Transfers
Portion of Alameda Point
Alameda, California

November 23, 2016

FINAL

Russell Resources, Inc.
440 Nova Albion Way, Suite 1
San Rafael, California 94903

This SMP has been approved by California Department of Toxic Substances Control, the United States Environmental Protection Agency, the Regional Water Quality Control Board, and the Navy.

Tentative Final SMP Update

Fyfe, James@DTSC <James.Fyfe@dtsc.ca.gov>

Wed, Nov 16, 2016 at 5:02 PM

To: Peter Russell <Peter@russellresources.com>, "Tran, Xuan-Mai" <Tran.Xuan-Mai@epa.gov>, "Hashimoto, Yemia@Waterboards" <Yemia.Hashimoto@waterboards.ca.gov>, Cecily Sabedra <cecily.sabedra@navy.mil>
Cc: Jennifer Ott <JOtt@alamedaca.gov>, Heather Wochnick <heather.wochnick@navy.mil>, "Christina Rain, P.E." <crain@langan.com>, Dorinda Shipman <DShipman@langan.com>, "Toth, Karen@DTSC" <Karen.Toth@dtsc.ca.gov>

Hello Peter,

DTSC has reviewed the Tentative Final SMP Update for Alameda Point, dated November 16, 2016, and concurs with the SMP Update. I would recommend one minor change to the document, however. In the section containing the Acronyms, Abbreviations, and Controlled Vocabulary the definition of "Site" is "on-shore portion of the Phase 1 Transfer of Alameda Point". The definition should be modified to include Phase 2 Transfer.

Thank you for the opportunity to review the SMP.

Jim Fyfe

Alameda Point Project Manager
(510) 540-3850

Tentative Final SMP Update

Tran, Xuan-Mai <Tran.Xuan-Mai@epa.gov>

Wed, Nov 16, 2016 at 6:02 PM

To: Peter Russell <Peter@russellresources.com>, Jennifer Ott <JOtt@alamedaca.gov>

Cc: Yemia Hashimoto <yemia.Hashimoto@waterboards.ca.gov>, James Fyfe <James.Fyfe@dtsc.ca.gov>, Cecily Sabedra <cecily.sabedra@navy.mil>

Hi Peter and Jennifer,

Thank you for the opportunity to review the Tentative Final Site Management Plan for Phases 1 and 2 Transfers Portion of Alameda Point (the SMP). All of EPA comments on the draft final SMP have been addressed adequately and revisions have been incorporated into the SMP. Therefore, we have no further comments and concur with the SMP.

Thanks,

XM

Tentative Final SMP Update

Hashimoto, Yemia@Waterboards <Yemia.Hashimoto@waterboards.ca.gov>

Thu, Nov 17, 2016 at 1:59
PM

To: Peter Russell <Peter@russellresources.com>

Hi Peter,

It looks fine, except that I think my comment for '5.1 Define the extent of the "shallowest groundwater" – from where to where?' was misunderstood. Sorry for not being clear!

Although the text you added re. the general ordinance is also useful re. seal depths, I was looking more along the lines of defining what the shallow groundwater is – that it is from the ground surface to a depth of X feet, the top of the Yerba Buena Aquitard.

Other than that misunderstanding, my other comments/edits were made as we discussed and I am fine with the Draft Final SMP document once you define the shallow groundwater in Section 5.1.

Thanks,

Yemia

Tentative Final SMP Update

Sabedra, Cecily D CIV NAVFAC HQ, BRAC PMO <cecily.sabedra@navy.mil> Thu, Nov 17, 2016 at 4:05 PM
To: Peter Russell <Peter@russellresources.com>, "Tran, Xuan-Mai" <Tran.Xuan-Mai@epa.gov>, Yemia Hashimoto <yemia.hashimoto@waterboards.ca.gov>, Jim Fyfe <James.Fyfe@dtsc.ca.gov>
Cc: Jennifer Ott <JOtt@alamedaca.gov>, "Wochnick, Heather M CIV NAVFAC HQ, BRAC PMO" <heather.wochnick@navy.mil>, "Christina Rain, P.E." <crain@langan.com>, Dorinda Shipman <DShipman@langan.com>, "Megliola, Anthony CIV NAVFAC HQ, BRAC PMO" <anthony.megliola@navy.mil>

Hi Peter,

I reviewed the Tentative Final Site Management Plan Update for Alameda Point (SMP) and concur with the updates.

Thank you,
Cecily

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ACRONYMS, ABBREVIATIONS, AND CONTROLLED VOCABULARY

AB	Assembly bill
AOC	Area of Concern
AST	aboveground storage tank
ASTM	American Society for Testing and Materials
BAAQMD	Bay Area Air Quality Management District
B(a)P	benzo(a)pyrene
BCT	BRAC Cleanup Team
bgs	below ground surface
BMP	best management practice
BRAC	Base Realignment and Closure
CAA	Corrective Action Area
Cal/EPA	California Environmental Protection Agency
CBO	Chief Building Official
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
DCA	dichloroethane
DCB	dichlorobenzene
DCE	dichloroethene
City	City of Alameda
CoC	Chemical of Concern
DTSC	Department of Toxic Substances Control
DVE	dual-phase vacuum extraction
EDC	Economic Development Conveyance
EISB	enhanced in-situ bioremediation
ESL	Environmental Screening Level
FID	flame-ionization detector
FL	fuel line
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex
<i>FOST</i>	<i>Finding of Suitability to Transfer for Former Naval Air Station Alameda, April 19, 2013</i>
FS	Feasibility Study
GAP	Generator Accumulation Point
HSP	Health and Safety Plan
I-RACR	Interim RACR
IC	institutional control
Intrusive Activity	redevelopment activity that involves subsurface exposures, such as grading, excavating, trenching, pile driving, and dewatering

IR	Installation Restoration
ISCO	in-situ chemical oxidation
MCL	Maximum Contaminant Level
MCO	Marsh Crust Ordinance: <i>City of Alameda Ordinance No. 2824</i> (<i>Alameda Municipal Code Chapter XIII, Article XVII, Section 13-56</i>)
mg/kg	milligrams per kilogram
MNA	monitored natural attenuation
MTBE	methyl tert-butyl ether
NA	No Action
NAS	Naval Air Station
NEPA	National Environmental Policy Act
NESHAP	National Emission Standards for Hazardous Air Pollutants
NFA	No Further Action
NPL	CERCLA National Priority List
OPS	Operating Properly and Successfully
OSHA	Occupational Safety and Health Administration
OU	Operable Unit
OWS	oil-water separator
PAH	polycyclic aromatic hydrocarbon
PCB	polychlorinated biphenyl
PCE	tetrachloroethene
PE	Professional Engineer
PID	photoionization detector
PG	Professional Geologist
PMP	Petroleum Management Plan
PRC	Preliminary Remediation Criterion
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
RACR	Remedial Action Completion Report
RAO	Remedial Action Objective
RAP	Remedial Action Plan
RAWP	Remedial Action Work Plan
RCRA	Resource Conservation and Recovery Act
RD	Remedial Design
RG	Remedial Goal
RI	CERCLA Remedial Investigation Report
ROD	Record of Decision
RSL	Regional Screening Level
SARA	Superfund Amendments and Reauthorization Act of 1986
SIM	selective ion monitoring
Site	on-shore portion of the Phase 1 and Phase 2 Transfers of Alameda Point
SMP	Site Management Plan
SPL SMP	Seaplane Lagoon – Sediment Management Plan

SVOC	semivolatile organic compound
SWMU	Solid Waste Management Unit
SWPPP	Storm Water Pollution Prevention Plan
TCE	trichloroethene
TCP	trichloropropane
TCRA	Time-Critical Removal Action
tech memo	technical memorandum
Threshold Depth	the depth below which excavations must comply with the MCO
TPH	total petroleum hydrocarbon
TRW	tarry refinery waste
TSCA	Toxic Substances Control Act
USC	United States Code
USEPA	United States Environmental Protection Agency
UST	underground storage tank
VOC	volatile organic compound
Regional Water Board	California Regional Water Quality Control Board, San Francisco Bay Region
WD	washdown area
yd ³	cubic yard

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1 INTRODUCTION

This Site Management Plan (SMP) was prepared for the City of Alameda (City) by Russell Resources, Inc. to mitigate potential risks associated with redevelopment of the on-shore portions of the Phases 1 and 2 Transfers of Alameda Point (the Site). The City's April 11, 2016 *Final Sediment Management Plan, Seaplane Lagoon, Alameda, California* (SPL SMP) is provided as Appendix B to this SMP and is incorporated by reference. The Site consists of 546 unsubmerged acres (509.1 acres in Phase 1 transfer and 37.2 acres in Phase 2 transfer), located entirely within the 878-acre onshore portion of the former Naval Air Station (NAS) Alameda, now known as Alameda Point. Seaplane Lagoon is approximately 111 submerged acres. In addition, the SMP proactively includes a 2.6-acre planned parcel (ALA-78-EDC, see Figure 1) which the Navy is expected to transfer to the City in the near future. If the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) decision or the Navy's Finding of Suitability to Transfer (FOST) for this parcel indicates that this SMP is inappropriate for ALA-78-EDC, the SMP will be amended upon transfer. This parcel is discussed further in [Section 2.2.3.1.2](#). The City plans to redevelop the Site as residential, commercial/industrial, recreational, and open space areas.

This SMP has four primary purposes, as follows.

1. Provide guidelines to help ensure that demolition and Intrusive Activities, such as grading, excavating, trenching, pile driving, and dewatering, associated with redevelopment of the Site are conducted in a manner protective of the health and safety of Site workers, future Site occupants, nearby residents, and the environment.
2. Assist in accessing Navy and regulatory documents that are relevant to the environmental investigation and remediation activities of the various areas of Site.
3. Fulfill the requirements of developers' elections under Section 13-56.8.c of City Ordinance No. 2824 regulating excavation into the marsh crust ("Marsh Crust Ordinance" [MCO]). The MCO requires preparation of an SMP for handling materials excavated from below the marsh crust Threshold Depth. Furthermore, this SMP fulfills the worker health and safety and waste management procedures stipulated in the Marsh Crust Remedial Action Plan/Record of Decision (RAP/ROD; Navy 2001) approved by the DTSC on February 2, 2001.
4. Help ensure avoidance and proper management of tarry refinery waste (TRW).

This SMP is a revision of the City's March 29, 2015 *Site Management Plan, Phase 1 Transfer Portion of Alameda Point, Alameda, California* (2015 SMP). The purpose of revising the 2015 SMP is to expand its scope to include the on-shore portions of the Phase 2 Transfer, to update site-specific background information in light of investigation and remediation progress at

Alameda Point, and to attach the SPL SMP to this SMP, which is the primary Alameda Point SMP.

The 2015 SMP is an adaptation of the May 2008 SMP, prepared by ERM-West, Inc. and Iris Environmental, entitled *Site Management Plan, Alameda Landing Site Portion of the Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex (FISCA), Alameda, California*, which was approved by California Environmental Protection Agency (Cal/EPA) Department of Toxic Substances Control (DTSC), and the November 2011 SMP, prepared by Russell Resources, Inc., entitled *Site Management Plan, Lawrence Berkeley National Laboratory Second Campus Portion of Alameda Point, Alameda, California*, which was approved by the Department of the Navy, the US Environmental Protection Agency (USEPA), DTSC, and the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board) staff. The approved FISCA and Alameda Point SMPs have been modified only in order to address the Site's unique conditions and proposed land uses, and to provide a stand-alone SMP that is applicable to redevelopment of the Site. Finally, a few regulator-approved text changes from the SPL SMP are propagated to this SMP, none of which are related to radiological issues.

This SMP does not set forth the scope of the remedial measures the Navy conducts at the Site, nor does it include the criteria for confirming the adequacy of those measures or the mitigation measures required to be implemented to control air emissions, surface runoff, and similar environmental conditions occurring during the implementation of the remedies. Those management measures are instead detailed in the Navy's CERCLA and Petroleum Program documents.

1.1 REPORT ORGANIZATION

This SMP is organized as follows:

- [Section 1](#) presents Site background information and describes the objectives, implementation, and oversight of the SMP;
- [Section 2](#) briefly summarizes the residual environmental conditions at the Site, and the estimated health risks associated with the redevelopment plans, and references SMP appendices that contain more detailed information about Site environmental conditions;
- [Section 3](#) presents risk management measures to be implemented prior to Site redevelopment;
- [Section 4](#) presents risk management measures to be implemented during Site redevelopment;

- [Section 5](#) presents risk management measures to be implemented after Site redevelopment; and
- [Section 6](#) lists references used to prepare this SMP.

Appendices to this SMP include:

- [Appendix A](#) – Marsh Crust Ordinance
- [Appendix B](#) – SPL SMP

1.2 HOW TO USE THE SMP

This section explains how best to use this SMP for both (1) the generalist, who is primarily interested in Alameda Point as a whole, and (2) the focused user who is primarily interested in a single parcel or a cluster of several parcels. Most users likely are of the second type, mainly interested only in the small portion of Alameda Point that they may develop, purchase, or occupy. Accordingly, the SMP is organized so generalists can readily understand the Site as a whole without wading through voluminous detailed, parcel-specific information. At the same time, the SMP's structure allows those interested in specific areas to efficiently find site-specific details as well as the Site's broader picture.

For the generalist, the main body of the SMP, with its figures and tables, provides a Site-wide overview, brief descriptions of important environmental sites, and discusses environmental issues that are applicable to the whole or portions of the Site.

The focused user's information needs include a general understanding of Alameda Point, similar to the generalist, but also include access to detailed information about the parcel or parcels of interest. This information includes historical land use, the location and nature of historical contamination, environmental investigation results, the nature and outcome of remediation efforts, and residual contaminant levels. Links to this information on DTSC's Envirostor and the Regional Water Board's GeoTracker websites are compiled in Section 6 (References) and in Tables 2 through 9 of this SMP. These links access important environmental documents that were prepared by the Navy with oversight by the environmental regulatory agencies. These documents include CERCLA Remedial Investigation Reports (RIs), RODs, Explanations of Significant Difference (ESDs), Land Use Control (LUC) Remedial Designs (RDs), and Remedial Action Completion Reports (RACRs) and Petroleum Program Fact Sheets, Site Closure Summaries, Data Gap Investigation Reports (DGIs), and Closure Letters.

The following is an illustration of the steps a focused user could follow to learn about a parcel, for example, at the intersection of West Midway Avenue and Pan Am Way:

1. Peruse the main body of the SMP, including its figures and tables, to gain a general understanding of Alameda Point issues, much as the generalist would do.
2. Locate the area of interest in Figure 1 and note that it is in Parcel ALA-37-EDC in the Northeast Zone—the area that includes the intersection of West Midway Avenue and Pan Am Way is labelled with a blue “37” within a blue circle with white fill.
3. Re-review [Section 2.2.2](#), which was perused initially in step one, to understand better the types of environmental issues found in the Northeast Zone.
4. Consult [Table 11](#) for a list of CERCLA and Petroleum Program sites coincident with Parcel ALA-37-EDC. They are IR-35, AST 392, underground storage tank (UST) 1-1, UST 7-1, USTs 13-1 to -5, 117-1, USTs 271-AV1 & 2, UST 392-1, UST 393, and UST 411-1 all of which are closed sites without restrictions. Table 11 indicates that Table 5 contains links to online regulatory documents related to the closed CERCLA and Petroleum Program sites. If Parcel ALA-37-EDC had any open sites, their links would appear in Table 4.
5. Follow the links in Tables 5, and review the online documents to learn whether any of the sites is near the property of interest. The documents include maps that pinpoint the sites’ footprints. If any of the sites are near to the property of interest, other details in the online documents contain information that may be important to the user’s decision making about and management of the property.
6. [Table 1](#) shows that known or potential plumes of groundwater contamination within 100 feet of ALA-37-EDC are: ASTs 173, Corrective Action Area (CAA)-7, CAA-8, IR-28, oil-water separator (OWS) 067, and Operable Unit (OU) 2B. SMP Section 3.3.2 contains vapor intrusion (VI) guidance for structures within 100 feet of potential volatile groundwater contamination. SMP [Sections 4.5.2 and 4.5.3](#) contain guidance for dewatering and prevention of preferential pathways within 100 feet of a plume of groundwater contamination. If the property of interest is within 100 feet of any of these sites’ plumes, the guidance in these three sections should be followed. Figure 3 illustrates known or potential plumes and their 100-foot buffer zones.

This process of utilizing the links to relevant online documents as an integral part of implementing the SMP is an efficient and effective way of drawing on the very large body of environmental information that has been developed by the Navy at Alameda Point with regulatory agency oversight.

1.3 BACKGROUND

The Site is located in the northern, eastern, and central parts of Alameda Point (formerly NAS Alameda) in Alameda, California. Alameda Point encompasses roughly 878 acres of land. Development of Alameda Point first began in 1930 under the ownership of the U.S. Army, and the majority of the former NAS Alameda was built on dredged fill that was placed over shallow open water. The average elevation of Alameda Point is about 15 feet above mean sea level.

Former NAS Alameda served as a base of operations for naval aviation from before World War II through its closure in 1997. Closure of former NAS Alameda was conducted pursuant to the Defense Base Realignment and Closure (BRAC) Act of 1990. During its long history of operations, former NAS Alameda was home to several thousand military and civilian personnel and supported operations of the Marine Corps, Navy, and other military entities. Hundreds of buildings and an extensive network of roadways and utilities were constructed at former NAS Alameda, and much of this infrastructure still exists. Former NAS Alameda supported aviation and surface craft activities through extensive runway and tarmac infrastructure and an enclosed lagoon for seaplanes and also supported naval surface vessels (including aircraft carriers) through an extensive system of piers, berthing areas, and turning basins. Specific activities conducted historically at NAS Alameda include, but were not limited to, aircraft maintenance, ship maintenance, support and training for Navy and Marine air units, storage, rework, and distribution of weaponry, fuel storage and refueling, dry goods storage and distribution, pest control, plating, metal working and fabrication, parts washing, cleaning and routine maintenance, blasting and painting, testing jet engines, heavy equipment maintenance, woodworking, and photography.

Figure 1 presents a general location map showing Alameda Point and the surrounding San Francisco Bay Area. Figure 1 also shows buildings and other Site features, as well as transfer parcel names (blue two-digit number within a blue circle with white fill) and their boundaries. Figure 2 is a map of Alameda Point with building numbers labeled. To assist in distinguishing among the different environmental conditions at the Site, the SMP identifies and describes the various CERCLA and Petroleum Program remediation areas at the Site, as depicted on Figures 3 and 4. Figure 4 shows some sites as being open, that have been closed subsequent to the map's preparation. This is especially true for Petroleum Program sites, which the Navy and the Regional Water Board are working to close as expeditiously as possible. Consult [Tables 2 through 9](#) for the most current site regulatory status. The distinguishing chemical and physical features, and the associated management measures for each area, are explained further in this SMP.

Investigation and cleanup activities have been performed at the facility under the Comprehensive Long-Term Environmental Action Navy Program, administered by the Naval Facilities

Engineering Command Southwest Division in San Diego, California, as well as under CERCLA, administered by the USEPA and DTSC.

1.4 OBJECTIVES

The objectives of this SMP are to document the following:

- Historical Site investigation activities and the nature and extent of residual contamination in Site soils and groundwater;
- Mitigation efforts to be implemented to minimize exposure of people and environmental receptors to contaminants that may be present at the Site prior to, during, and following redevelopment; and
- Protocols to help ensure that Intrusive Activities conducted at the Site are performed in accordance with applicable state and federal environmental health and safety regulations.

1.5 IMPLEMENTATION AND OVERSIGHT

Oversight of cleanup at Alameda Point is shared by USEPA, the DTSC, and the Regional Water Board. With the Navy, these agencies constitute the BRAC Cleanup Team (BCT), which provides ongoing oversight at the Site for CERCLA activities. The Petroleum Program is overseen by the Regional Water Board. In general, environmental regulatory oversight for the Site during development consists of the Regional Water Board taking the lead role with respect to issues that are primarily petroleum-related (including TRW) and DTSC taking the lead role for other issues. Exceptions to this general allocation of roles and responsibilities are noted in relevant sections of the SMP. This allocation of roles is designed to minimize duplication of regulatory effort and to take advantage of the technical and organizational strengths of each agency. This SMP is not intended to change any of the legal authority or responsibilities that each of the BCT members may have.

The risk mitigation efforts specified in this SMP are to be implemented by the contractor performing SMP-covered work at the Site on behalf of the entity undertaking redevelopment and/or the City. These construction activities will include demolition of existing structures and any earth moving or dewatering activities performed to support Site redevelopment. As described in applicable sections of this SMP, implementation of this SMP will be overseen by a Professional Engineer (PE), Professional Geologist (PG), or other environmental professional who is familiar with environmental monitoring equipment, environmental health and safety regulations, and general industrial hygiene practices. Tasks that fall within the practice of engineering or geology shall be conducted by a PE or PG, respectively. Health and Safety Plans (HSPs) shall be prepared by a Certified Industrial Hygienist (CIH). Storm Water Pollution

Prevention Plans (SWPPPs) shall be prepared by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP). The PE, PG, CIH, QSD, and QSP may be assisted by other qualified personnel, provided the accredited professional remains in responsible charge of the work.

Regulatory oversight of SMP implementation will be provided by the Regional Water Board (petroleum-related), DTSC (other than primarily petroleum-related), and the City. In addition, to the extent the Site has not been delisted from the CERCLA National Priority List (NPL), USEPA must receive notifications and approve proposals, which after delisting would be handled solely by DTSC. As further discussed in [Section 4.3.1](#), the City's Chief Building Official (CBO), as designated by the City Building Department, will oversee permitting of excavations in accordance with the provisions of the MCO. The contact information for BCT representatives and the City's CBO appears in the following table.

Agency	Representative	Telephone Number	E-mail and Physical Addresses
USEPA	Xuan-Mai Tran	(415) 972-3002	tran.xuan-mai@epa.gov 75 Hawthorne Street San Francisco, CA 94105
DTSC	James Fyfe	(510) 540-3850	james.fyfe@dtsc.ca.gov 700 Heinz Avenue Berkeley, CA 94710
Regional Water Board	Yemia Hashimoto	(510) 622-2756	yemia.hashimoto@waterboards.ca.gov 1515 Clay Street, Suite 1400 Oakland, CA 94612
Navy	Cecily Sabedra	(619) 524-4569	cecily.sabedra@navy.mil 33000 Nixie Way – Bldg. 50 San Diego, CA 92147
City, Community Development	Greg McFann	(510) 747-6820	gmcfann@alamedaca.gov 2263 Santa Clara Ave., Rm. 190 Alameda, CA 94501

1.6 APPLICABLE INSTITUTIONAL CONTROLS, STATUTES, AND REGULATIONS

Following is a list of identified institutional controls (ICs) and local, state, and federal laws and regulations that may apply to Site redevelopment activities.

1.6.1 Federal Statutes and Regulations

National Environmental Policy Act (NEPA), 42 United States Code (USC) 4321 – Administered by the Council on Environmental Quality and the USEPA, this act addresses projects that constitute major federal actions with the potential to significantly impact the environment.

The NEPA process often invokes one or several other federal statutes as described further in this section. In California, NEPA requirements are often addressed under the California Environmental Quality Act (CEQA), discussed in [Section 1.6.2](#).

Section 404, Clean Water Act, 33 USC 1344 – Administered by the U.S. Army Corps of Engineers, this act addresses discharges to navigable waters of the United States (including wetlands and streams that are tributaries to navigable waters), and may apply to discharges of excavated soil or groundwater generated by construction and dewatering.

Endangered Species Act, 16 USC 1536 – Administered by the U.S. Fish and Wildlife Service and the National Marine Fisheries Service, this act regulates activities affecting federally protected species. It also protects listed species from harm or “take,” which is broadly defined as “*harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.*” The definition of “take” further includes unintentional, or incidental take, which might be associated with construction or other activities.

Coastal Zone Management Act, 16 USC 1451 – Administered by the National Oceanic and Atmospheric Administration, this act regulates projects in the coastal zone.

Resource Conservation and Recovery Act of 1976 (RCRA), 42 USC 692 – Administered by the USEPA, this act manages hazardous wastes from “cradle to grave,” governing the generation, storage, transportation, and disposal of hazardous waste. This includes excavated soil and/or groundwater that exceeds threshold criteria. RCRA also governs USTs.

Toxic Substances Control Act of 1976 (TSCA), 15 USC 2601 et seq. – Administered by the USEPA, this act governs the introduction, manufacture, and importation/exportation of chemicals produced in the United States. Relevant to this SMP, TSCA also governs asbestos and lead-based paint hazards.

CERCLA, 42 USC 9601 et seq., and Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 USC 9601 – Known as the Superfund Law, these acts direct the USEPA to develop the NPL, a federal list of the most highly contaminated, abandoned hazardous waste sites in the nation, and gives the USEPA jurisdiction over funds to identify potentially responsible parties and implement remediation at those sites.

Emergency Planning and Citizen's Right to Know Act of 1986, 42 USC 11001 – Also known as Title III of SARA, this act is designed to help communities protect public health, safety, and the environment from chemical hazards. Through the Toxics Release Inventory, a list of all chemicals used and emitted by businesses small and large, it also gives individuals the right to obtain information regarding chemical hazards in their communities. It established the State Emergency Response Commission, responsible for the development of emergency action plans.

Occupational Safety and Health Administration (OSHA) Regulations, 29 Code of Federal Regulations (CFR) Sections 1910.120 and 1926.65 – These regulations govern the applicability and scope of training requirements for personnel involved in the handling of hazardous wastes.

1.6.2 State Statutes and Regulations

CEQA, California Public Resources Code 21000 et seq. and the CEQA Guidelines, 14 California Code of Regulations (CCR) 15000 et seq. – This act creates the state companion to the federal NEPA process, and is invoked by any nonexempt development project that requires public agency approval. This process can require, among other things, an Environmental Impact Report evaluating potentially significant environmental impacts related to the proposed project, as well as associated mitigation measures.

Porter-Cologne Water Quality Control Act of 1969, California Water Code, Division 7, Section 13000 et seq. – This act authorizes the Regional Water Quality Control Boards as the lead agencies in protecting the waters of the state. This is accomplished through implementation of the National Pollutant Discharge Elimination System permitting program for surface waters, and through issuing Waste Discharge Requirements for discharges potentially affecting groundwater quality. The State Water Resources Control Board Construction General Permit Order 2009-0009-DWQ (and subsequent amendments, collectively SWRCB Construction General Permit) addresses stormwater discharges associated with construction and land disturbance activities.

Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.6 et seq. (Proposition 65), 22 CCR Section 12000 et seq. – Proposition 65 is a voter ballot initiative passed in 1986 that requires the Governor to publish and update at least annually a list of chemicals known by the State of California to cause cancer or reproductive harm. The law prohibits businesses from discharging such chemicals into sources of drinking water and requires that warnings be given to potentially exposed individuals. Section 25249.6 of Proposition 65 requires “clear and reasonable warning” for specified potential chemical exposures.

Air Toxic Hot Spots Information and Assessment Act of 1987, AB 2588 – This requires the Air Resources Board to inventory sources of over 700 toxic air contaminants to assess the health risks of toxic air releases, and notify potentially exposed populations.

California Health and Safety Code Section 39000 et seq. – The California Clean Air Act empowers regional air quality districts to enact rules and regulations that bring sources of air pollution into compliance with state and federal requirements. Section 41700 prohibits “discharge from any source whatsoever of such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to...the public.”

California Endangered Species Act, Fish and Game Code, Sections 2050 et seq. – This act mirrors the Federal Endangered Species Act and is implemented by the California Department of Fish and Wildlife.

California Code of Regulations, Section 8 – These regulations, implemented and enforced by the California Division of OSHA, complement the federal statutes governing worker health and safety in hazardous environments and in the presence of hazardous materials.

1.6.3 Local Statutes, Regulations, and Institutional Controls

Bay Area Air Quality Management District (BAAQMD) Rules and Regulations – Local regulations regarding discharge of air contaminants in the BAAQMD, which includes the Site. Particularly germane with respect to redevelopment of the Site are BAAQMD Regulation 6, which addresses “Particulate Matter and Visible Emissions”, and Regulation 8, Rule 40, which addresses “Aeration of Contaminated Soil”.

City of Alameda Ordinance No. 2824 (Alameda Municipal Code Chapter XIII, Article XVII, Section 13-56) – Informally known as the Marsh Crust Ordinance or simply MCO, this is an excavation ordinance that defines the depth to which anyone may excavate soil at the former NAS Alameda and FISCA without taking special measures. Any excavations at or below the specified depth (the Threshold Depth) would require a permit from the City’s CBO, an approved site-specific HSP, and special material handling procedures. A copy of the MCO is attached as Appendix A.

This SMP is submitted pursuant to Section 13-56.8.c of the MCO and is intended to comply fully with the requirements of the MCO for construction site management plans. [Section 4.3.1](#) of this SMP details material sampling and handling protocols for soils excavated from below the Threshold Depth. However, this SMP also applies to those excavations above the depths that trigger compliance with the MCO.

Environmental Restrictions and Covenants - The Site is currently subject to certain environmental restrictions that place restrictions on excavation into the marsh crust. Other covenants to restrict use of property apply to portions of the Site.

City of Alameda Community Noise Ordinance – This ordinance affects the redevelopment project in that it restricts the hours of operation for heavy construction machinery.

Marsh Crust RAP/ROD – The Marsh Crust RAP/ROD, approved by the Bay Regional Water Board on January 12, 2001, DTSC on February 2, 2001, requires that excavations below the Threshold Depth conform to the City's MCO. Should the MCO be repealed or invalidated, the RAP/ROD specifies that such excavations can be performed only with prior DTSC approval.

2 ENVIRONMENTAL CONDITIONS

This section briefly summarizes the nature and extent of residual chemical occurrence in soils and groundwater at the Site, and the estimated potential health risks associated with the redevelopment plans.

2.1 SITE-WIDE ENVIRONMENTAL CONDITIONS

2.1.1 Marsh Crust

The marsh crust is a subsurface soil horizon that lies between the native Bay mud sediment and the overlying imported fill material, within the former intertidal zone throughout much of the eastern and central portions of Alameda. Heavy industrial activity, such as operations of petroleum refineries and manufactured gas plants, in the vicinity of the Site prior to the time artificial fill was placed in Alameda resulted in significant discharges of petroleum waste to the surrounding marshlands. These wastes, often rich in semivolatile organic compounds (SVOCs), including polycyclic aromatic hydrocarbons (PAHs), were spread over much of the surface of the surrounding marshes, probably through tidal action. As artificial fill was later placed over the native marshes to create what is now Alameda, it is postulated that a thin, contaminated soil horizon (i.e., the marsh crust) was formed between the former high tide and low tide elevations.

The marsh crust is present only in some areas, and it is absent from many boring logs for the vicinity of the Site, particularly beneath the former runways and in the southeast, which was historically was dry land. The fill/native soil interface at which the marsh crust may be present increases in depth at the Site from northeast to southwest, ranging from 4 feet to 15 feet or more below ground surface (bgs). Figure 3 presents a conceptual model of the marsh crust. The MCO Threshold Depth map is provided in [Appendix A](#). As indicated on the MCO map, the Marsh Crust Threshold Depth is as great as 10 feet bgs over the western portion of the Site, with the more easterly portions of the Site being shallower. Because the area in the southeast portion of the Site (not hatched on the MCO map) was part of the original (prefill) Alameda land mass and thus above the high tide level, the MCO does not apply there.

2.2 ZONE (SUB-AREA) ENVIRONMENTAL CONDITIONS

For purposes of discussing environmental conditions at Alameda Point, the Site is subdivided into four zones: Southeast Zone, Northeast Zone, Hangar Zone, and Runways Zone. Figure 1 illustrates the extent of each of these zones, and [Table 1](#) lists the zone in which each transfer parcel is located. Note that Runway Zone and the Hangar Zone both contain a portion of transfer parcel ALA-18-EDC.

Within each of the four zone-specific sections below, environmental sites that are in either the CERCLA Program or the Petroleum Program are discussed.

The Navy has performed investigations of Alameda Point since the late 1980s and identified potential areas of concern based on past activities and/or releases. Thirty-four of these areas are carried through to the CERCLA Program as Installation Restoration (IR) sites, because historical information suggests these areas could be impacted with chemicals. Extensive sampling has been conducted within each of the IR sites, as these were the identified potential CERCLA “source areas” at Alameda Point. Soil sampling conducted at each of the IR sites was comprehensive, in that generally samples were analyzed for metals, total petroleum hydrocarbons (TPH), polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), SVOCs, PAHs, and pesticides. In some cases, IR sites are grouped into OUs for purposes of CERCLA decision making.

Eighteen IR sites coincide with portions of the Site. IR Sites 7, 8, 15, 22, 23 (only the portion in the Site), 24, 34, and 35 are closed with no ICs, such as land use restrictions. IR Sites 9, 13 (only the portion in the Site), 19, and 28 are closed with ICs on land use and/or groundwater use. IR Sites 3 and 16 are within the Site and have ICs in some areas and no restrictions otherwise. CERCLA remediation at IR Sites 14, 26, 27 is Operating Properly and Successfully (OPS). Land use and groundwater use ICs are applicable to all of IR Site 14 and portions of IR Sites 26 and 27 until remedial goals (RGs) are reached. There are no restrictions on the other portions of IR Sites 26 and 27. IR Site 17, Seaplane Lagoon, is closed with ICs. It is subject to applicable parts of the SMP. However, it has an approved Sediment Management Plan, which is provided in Appendix C to this SMP. This SMP is applicable to IR Site 17 to the extent it does not conflict with the Sediment Management plan. Please consult Appendix C for further information on Seaplane Lagoon. The CERCLA process identifies Chemicals of Concern (CoCs) for each IR site based on the results of site investigation and risk assessment. The groundwater and soil CoCs for each IR Site are listed in the “Status” column of SMP [Tables 10 through 13](#).

The Navy addresses petroleum related contamination at Alameda Point through the Petroleum Program. CERCLA generally does not consider petroleum contamination unless it is comingled with non-petroleum contamination. Some of the Petroleum Program sites covered by this SMP are closed without restrictions, some have ICs, and the Navy is still working to close others (open petroleum sites). The Petroleum Program does not identify CoCs as such. In general, petroleum contamination at Alameda Point is related to fuels and lubricants. The most common petroleum contaminants being: gasoline, diesel, motor oil, aviation gasoline, and jet fuel, whose principal constituents of interest are benzene, ethylbenzene, toluene, xylenes, naphthalene and other PAHs, lead, dichloroethane, and methyl tert-butyl ether (MTBE).

Two CERCLA Areas of Concern (AOCs 3 and 5) in Economic Development Conveyance (EDC) Parcel 12 that coincide with portions of the Site are to be managed in the Petroleum

Program based on the results of EDC 12's CERCLA Site Inspection (SI). Also addressed by the Petroleum Program is the TRW area, which was determined in the CERCLA Program not to represent an unacceptable risk to human health or the environment, although TRW has the potential to be a nuisance. Under some circumstances, such as hot weather, TRW could migrate to the ground surface. This may constitute a nuisance if people find its odor objectionable or contact the tarry substance. The Regional Water Board is contemplating imposing land use ICs on the TRW area prior to its redevelopment. These ICs would be in addition to the requirement that all intrusive activities in the TRW area be conducted in compliance with this SMP.

The IR sites, Petroleum Program sites, AOCs, and TRW area are delineated in Figures 3 and 4.

The purpose of the following descriptions of the various sites is to summarize their history, environmental status, and associated potential human health risks. Further information regarding chemical analyses and remedial activities previously implemented at each of the sites is presented in applicable Navy reports, which can be accessed via the links to regulatory websites in Tables 2 through 9. [Tables 10 through 13](#) list the sites in each transfer parcel, grouped by zone, with each site's status (including soil and groundwater CoCs) and a pointer to its online links in Tables 2 through 9.

The following subsections contain four groups of discussions: one for each of the four zones. Within each zone's discussions, CERCLA IR sites are discussed first, followed by Petroleum Program sites, including the EDC 12 AOCs and TRW. The summaries for the IR sites draw heavily from the Navy's April 19, 2013, *Finding of Suitability to Transfer for Former Naval Air Station Alameda* (FOST; Navy 2013a) and March 2016 *Finding of Suitability to Transfer Phase 2, Former Naval Air Station Alameda* (Phase 2 FOST; Navy 2016a), as do the summaries for the Petroleum Program CAAs. More detailed information for both CERCLA and Petroleum Program sites is available via the site-specific links in Tables 2 through 9 of this SMP, which contain the various Navy and regulatory agency documents related to environmental investigations and remedial efforts at Alameda Point.

2.2.1 Southeast Zone

2.2.1.1 CERCLA-Specific Conditions in the Southeast Zone

2.2.1.1.1 IR Site 9 (OU-2A)

IR Site 9, Building 410 (Paint Stripping Facility), is 2.9 acres located in the southeastern portion of the former NAS Alameda. Two buildings (Buildings 410 and 351), covering approximately 37,000 square feet, are present at IR Site 9. Industrial Wastewater Treatment Plant 410, also

known as Structure 588, was located east of Building 351 and treated paint-stripping wastes. IR Site 9 is grouped with Sites 13, 19, 22, and 23 under OU-2A.

The OU-2A FS Report (Navy 2011a) concludes that there are no CoCs for soil. Groundwater CoCs identified in the FS Report include VOCs that exceeded drinking water standards (i.e., maximum contaminant levels [MCLs]). By letter dated August 6, 2012, the Navy provided information to support a qualification of groundwater for an exception to sources of drinking water policy (at the time called a Groundwater Beneficial Use Exception) for Southeast Alameda Point based on several lines of evidence, including proximity to San Francisco Bay and potential for salt water intrusion, high salinity, current county restrictions on well installation in shallow groundwater, and potential for surface runoff to contaminate groundwater. The Regional Water Board staff concurred with the qualification of groundwater for an exception to sources of drinking water policy. As a result of qualification of groundwater for an exception to sources of drinking water policy, MCLs do not apply as cleanup goals. The OU-2A ROD (Navy 2012a) documents No Action (NA) for soil and ICs preventing use of groundwater at Site 9.

2.2.1.1.2 IR Site 13 (OU-2A)

IR Site 13, the Former Oil Refinery, covers 17.5 acres in in the southeastern portion of the former NAS Alameda. IR Site 13 includes Building 397, a 17,400-square-foot aircraft overhaul plant and engine test facility constructed in 1958 and operated by the Naval Air Rework Facility Alameda. A self-storage facility occupies the southeastern corner of the site. The rest of the site is paved or open space. IR Site 13 is grouped with IR Sites 9, 19, 22, and 23 under OU-2A.

The revised OU-2A FS (Navy 2011a) concludes there are no soil CoCs, and benzene and ethylbenzene are groundwater CoCs at Site 13 due to localized VI risk. The OU-2A ROD (Navy 2012a) selects No Further Action (NFA) for soil and in situ bioremediation, with monitored natural attenuation (MNA) and ICs for the localized benzene plume in the southeast corner of Site 13 (not part of the Site) and an IC restricting use of groundwater for all of Site 13. The Regional Water Board retains its authority to regulate the TRW and/or co-located petroleum in the future at Site 13 due to the high likelihood of nuisance conditions associated with the TRW. TRW is discussed further in [Section 2.2.1.2.10](#) and via the link in Table 2.

2.2.1.1.3 IR Site 16 (OU-1)

IR Site 16, the C-2 Shipping Container Storage (CANS) Area consists of 11.4 acres located 390 feet east of San Francisco Bay. Eighty percent of IR Site 16 is covered by asphalt, concrete, buildings, roads, and parking lots. Historically, the site was used for industrial-type activities including aircraft parking, aircraft maintenance, material and equipment staging, discarded items storage, automobile servicing and maintenance, and hazardous materials storage. IR Site 16

contains Building 608, former Building 402, and shipping containers known as “CANS” (338A through 338H) in the eastern portion of IR Site 16. The CANS were used to store avionics parts and test equipment, chemicals, and aircraft fabrication equipment. Three sheds associated with Building 608 were used as vehicle service bays. IR Site 16 also includes OWSs 608A and 608B, washdown area (WD) 608, UST(removed)-18/NAS Generator Accumulation Point (GAP) 17 (also known as UST 608-1), and aboveground storage tank (AST) 338-A1, AST 338-D4 and AST 608. Site features WD 608, AST 338-A1 and AST 608 were closed as part of the OU-1 IR Sites 6, 7, 8, & 16 ROD (Navy 2012a). Due to possible petroleum contamination, a portion of IR Site 16 is also designated as CAA 09B, which is discussed in [Section 2.2.1.2.4](#).

No CoCs were identified in the OU-1 IR Sites 6, 7, 8, & 16 RI report (Navy 2004) for soil under any of the IR Site 16 scenarios based on the human health risk assessment (HHRA). VOCs were identified as CoCs in groundwater under the residential scenario with domestic/municipal beneficial use. The modified ecological risk assessment results did not identify any CoCs for ecological receptors at IR Site 16. The lack of habitat, including nesting and foraging range, makes for minimal likelihood of exposure and hazards to the ecological receptors.

In 1997, a non-time-critical removal action was conducted at IR Site 16 for PCBs and lead in soil. At the time the OU-1 IR Sites 6, 7, 8, & 16 ROD was finalized in September 2007, the potential for soil contamination beneath and adjacent to OWS 608A and OWS 608B and the related potential human health and ecological risk in these locations had not been fully defined. The ROD specified that additional soil sampling, a Pre-Design Data Gap Sampling (PDDGS), should be performed in these areas. The ROD specifies that the RGs for any additional contaminants identified during the PDDGS would be based on the USEPA’s 2004 residential Preliminary Remedial Goals (PRGs). CoCs identified in the ROD are PCBs for soil, and cis-1,2-dichloroethene (DCE), 1,3-dichlorobenzene (DCB), 1,4-DCB, tetrachloroethene (PCE), trichloroethene (TCE), and vinyl chloride for groundwater. Lead, chlordane, dieldrin, heptachlor, and heptachlor epoxide are not identified as soil CoCs in the ROD, but they were added as soil CoCs as a result of the PDDGS and were included in the RD and remedial action (RA). The purpose of the soil RA was to remove soil that exceeded the RGs for lead, chlordane, dieldrin, heptachlor, and heptachlor epoxide.

The RA for soil beneath and adjacent to OWSs 608A and 608B was completed in April 2011. An ESD (Navy 2015a) for soil was submitted in May 2012. The ESD describes further sampling and subsequent risk evaluation of a small section of soil with residual CoCs remaining beneath a functional building (Building 608). The risk evaluation determined that the remaining site soils meet the Remedial Action Objectives (RAOs) and that the soil remediation is complete. The Final RACR (Navy 2012b) for the soil RA was submitted in July 2012, and USEPA and DTSC indicated their concurrence by signing the RACR on June 25, 2012 and June 30, 2012, respectively.

For IR Site 16 groundwater, the selected RA in the OU-1 IR Sites 6, 7, 8, & 16 ROD called for using in situ chemical oxidation (ISCO), accelerated bioremediation, monitored natural attenuation, and short-term ICs. As reported in the ESD, IR Site 16 groundwater had two treatment areas referred to as IR Site 16 North and IR Site 16 South. ISCO was implemented in May 2010 and groundwater was monitored quarterly for a year. Analytical results indicated significant decreases in CoC concentrations from the baseline; however, 2013 monitoring data indicated that some CoCs remained above RGs in five wells on IR Site 16 North and four wells on IR Site 16 South. While monitoring was ongoing, the regulatory agencies concurred with the Navy's groundwater assessment, which found that groundwater under this portion of Alameda Point met the criteria for exception to California's sources of drinking water policy. As a result, drinking water standards do not apply to groundwater in the area covered under this exception, which includes IR Site 16.

The updated HHRA using post-RA groundwater monitoring data determines that as a result of the full-scale ISCO RA, the remaining CoC concentrations in groundwater do not present unacceptable risk to current receptors (i.e., commercial/industrial). However, there are two areas where CoCs in groundwater may potentially present unacceptable risk (i.e., greater than USEPA point of departure of 10^{-6}) for residential site use, primarily due to potential VI risk. An ESD for groundwater was prepared in 2015 to document the change in the nature of the ICs remedy from the short-term ICs implemented concurrent with the active groundwater treatment identified in the OU-1 IR Sites 6, 7, 8, & 16 ROD, to permanent ICs to be implemented indefinitely as the final remedy to mitigate potential VI risk. The LUC RD identifies the IC implementation areas, IC termination criteria, and groundwater monitoring requirements. The portions of IR Site 16 subject to ICs are in Parcels 75 and 77. All RA is complete, and ICs are included in the deeds prepared for Site 16 at the time of transfer to protect human health from residual groundwater contamination that could pose a risk to future residents. U.S. EPA and DTSC concurred that RA is complete at IR Site 16.

2.2.1.1.4 IR Site 19 (OU-2A)

IR Site 19, Yard D-13 (Hazardous Waste Storage), covers 2.7 acres in the southeastern area of the former NAS Alameda. IR Site 19 includes Building 616 and Yard D-13, the only two structures on the site. IR Site 19 is grouped with IR Sites 9, 13, 22, and 23 under OU-2A.

The OU-2A FS Report (Navy 2011a) concludes that there are no CoCs for soil. Groundwater CoCs identified in the FS Report include VOCs that exceeded MCLs. By letter dated August 6, 2012, the Navy provided information to support a qualification of groundwater for an exception to sources of drinking water policy for Southeast Alameda Point based on several lines of evidence, including proximity to San Francisco Bay and potential for salt water intrusion, high salinity, current county restrictions on well installation in shallow groundwater, and potential for

surface runoff to contaminate groundwater. The Regional Water Board staff concurred that the shallow groundwater in the water bearing zones located between ground surface and the Yerba Buena Mud Aquitard meets the criteria in State Board Resolution 88-63 in a letter dated September 13, 2012. As a result of this concurrence, shallow groundwater has been demonstrated to not likely be a potential drinking water source and achieving MCLs is no longer a remedial objective. Direct exposure to groundwater contamination will be addressed by institutional controls. The OU-2A ROD (Navy 2012a) documents NA for soil and ICs preventing use of groundwater at Site 19. In addition, the ROD includes a restriction in appropriate real property transfer documents that prohibits domestic use of shallow groundwater and the installation of groundwater supply wells for any purpose. Regardless of whether RAOs are achieved, these restrictions to shallow groundwater use shall remain in place

2.2.1.1.5 IR Site 22 (OU-2A)

IR Site 22, Building 547 (Former Service Station), covers 2.1 acres in the southeastern area of former NAS Alameda along Main Street (eastern property boundary). IR Site 22 was formerly a gasoline distribution and service station. All buildings associated with the service station (Building 547, 547A, and Structure 547) have been demolished. IR Site 22 is grouped with IR Sites 9, 13, 19, and 23 under OU-2A.

Lead is the only CoC identified in soil at IR Site 22 in the OU-2A RI report (Navy 2005a). No CoCs are identified for groundwater at IR Site 22. Data gaps were identified during preparation of the OU-2A FS (Navy 2011a) for IR Site 22. The draft FS recommends collection of additional data including soil samples beneath OWS 547 to be analyzed for metals, PCBs, pesticides, and VOCs. The data gaps investigation was completed in 2008. The results of the data gaps investigation are reported in the final data gap technical memorandum (tech memo) for OU-2A and -2B, submitted in January 2009. The results of a supplemental data gaps investigation were reported in 2010. The revised FS report was submitted in June 2011.

The OU-2A ROD (Navy 2012a) documents NA for soil and groundwater at Site 22.

2.2.1.1.6 IR Site 23 (OU-2A)

IR Site 23, Building 530 (Missile Rework Operations), covers 14.3 acres in the southeastern area of former NAS Alameda along the eastern property boundary. Building 530 is the main structure at IR Site 23, along with Buildings 529 and 600. The eastern one-third of IR Site 23 is used currently as a self-storage facility. Site 23 is grouped with IR Sites 9, 13, 19, and 22 under OU-2A.

Arsenic and TRW (lead, PAHs, and benzene) are identified as CoCs in soil. No CoCs are identified for groundwater at IR Site 23.

Data gaps were identified during preparation of the OU-2A FS for IR Site 23. The FS (Navy 2011a) recommends collection of additional data, including samples of groundwater near GAP 64 for analysis of VOCs. In addition, the FS recommends collecting samples of soil beneath OWSs 529 and 530 to be analyzed for metals, PCBs, pesticides, and VOCs. The data gaps investigation was completed in 2008. The results of the data gaps investigation are reported in the final data gap tech memo (Navy 2009a) for OU-2A and -2B, submitted in January 2009. The FS report was submitted in June 2011.

The OU-2A ROD (Navy 2012a) documents NA for soil and groundwater at Site 23. The Regional Water Board retains its authority to regulate the TRW and/or co-located petroleum in the future at Site 23. TRW is discussed further in [Section 2.2.1.2.11](#) and via the link in Table 2.

2.2.1.1.7 IR Site 27 (OU-6)

IR Site 27, the Dock Zone, covers 15.8 acres. IR Site 27 is located adjacent to the Seaplane Lagoon (Figures 3 and 4). IR Site 27 is mostly paved or covered by buildings. The site includes Buildings 68, 168, 555, and 601; Ferry Point Road and West Oriskany Avenue; inactive railroad tracks and sidings; and fenced open space between Building 168 and Ferry Point Road.

Historical activities at IR Site 27 include ship docking, ship repair, and marine painting. The eastern portion of IR Site 27 was used for storing materials and equipment, as well as vehicle parking. Building 168 was used as a warehouse and to support waterfront services, including welding activities. Building 555 was used as an electrical substation. Historically, open space at IR Site 27 was used as an aircraft parking area. The southern portion of a former fuel farm area is located in the northwestern portion of IR Site 27.

No CoCs are identified for soil at IR Site 27. Chlorinated VOCs, including vinyl chloride, TCE, and PCE, are identified as CoCs in groundwater.

The ROD (Navy 2008a) selects NA for soil and ISCO, MNA, and ICs for groundwater in the central and eastern portion of IR Site 27. Sampling was conducted to support the design of the selected remedy. The IR Site 27 Remedial Design/RA Work Plan (RD/RAWP; Navy 2009b) was submitted in June 2009. RA began in July 2009 with ISCO completed and MNA currently ongoing. A Technology Transfer Tech Memo (Navy 2010a) documents the Remedy-In-Place for IR Site 27. Evaluation of continuing groundwater monitoring is guiding the ongoing RA. Based on the documented RA progress, USEPA has determined that the remedy is OPS.

2.2.1.1.8 AOC 1

This site is a former storage yard, approximately 0.5 acre, where arsenic and cobalt in soil were reported above background levels and residential screening levels. AOC 1 contains M-10, a spent solvent tank for which DTSC concurred with NFA in 2000. In December 2013, additional soil samples were collected and analyzed for arsenic and cobalt. The arsenic and cobalt concentrations detected in the soil samples were within USEPA's risk management range, and an evaluation of the area was included in the Amended SI for EDC 12 (Navy 2014a), which concluded no action is required. The Amended SI was reviewed by USEPA and DTSC and finalized in accordance with FFA document review procedures. U.S. EPA concurred with the suitable-for-transfer recommendation for AOC 1 in the EDC 12 SI Addendum by letter dated November 23, 2015.

2.2.1.1.9 AOC 6

AOC 6 is a small site, approximately 0.014 acre. Solid Waste Management Unit (SWMU) AST 584 was recommended for further investigation under CERCLA as AOC 6 to assess whether the use of corrosion-inhibiting chemicals had resulted in a release. Hexavalent chromium was detected in soil samples above background levels and residential screening levels. In December 2013, additional soil and groundwater samples were collected and analyzed for hexavalent chromium. The Regional Water Board staff concurred that shallow groundwater in the water bearing zones located between ground surface and the Yerba Buena Mud Aquitard in this portion of Alameda Point meets the criteria in State Board Resolution 88-63 in a letter dated September 13, 2012. Because of this concurrence, shallow groundwater has been demonstrated to not likely be a potential drinking water source. The hexavalent chromium concentrations detected in the soil samples were within USEPA's target risk range. Groundwater sample results were non-detect for hexavalent chromium. AOC 6 was investigated in conjunction with EDC 12. The Amended SI for EDC 12 (Navy 2014a) concludes with a no action recommendation for AOC 6. The Amended SI was reviewed by EPA and DTSC and finalized in accordance with FFA document review procedures. USEPA concurred with the suitable-for-transfer recommendation for AOC 6 in the EDC 12 SI Addendum by letter dated November 23, 2015.

2.2.1.2 *Petroleum Program-Specific Conditions in the Southeast Zone*

The **open** Petroleum Program sites in the Southeast Zone and the link(s) to the regulatory agency website(s) that discusses them are listed in [Table 2](#). The **closed** Petroleum Program Sites in the Southeast Zone and the corresponding online links are listed in [Table 3](#).

The discussions below summarize conditions at some of the larger Petroleum Program sites in the Southeast Zone. The online document linked in the tables above provide more detailed

summaries than the discussions below, as well as summaries for Petroleum Program sites that are not discussed below.

2.2.1.2.1 CAA-4B

CAA-4B consists of the area around Building 372 that was used as an engine test facility. It includes USTs 372-1 and 372-2 (and an associated fuel spill called AOC 372 or SWMU 372.) Both tanks were removed in 1995. It also includes former fuel oil AST 372, removed some time prior to 2002. These tanks, and the majority of the site, are not within the Site.

The site also includes USTs 616-1 and 616-2 (sometimes collectively called AOC 616.) These tanks were for emergency spill control, but reportedly were never used and never held anything but water. They are closed-in-place and are within the small portion of this site that is within the Site.

2.2.1.2.2 CAA-4C

The site consists of the area around former Building 547 that was used as a gasoline service station and car wash between 1971 and 1980. It includes USTs 547-1 through 547-3 (sometimes collectively called UST(R)-17), all removed in 1994. CAA-4C also includes former OWS 547. All were within the footprint of the Site, as is the majority of the CAA. CAA-4C is generally co-located with IR Site 22, which is discussed in [Section 2.2.1.1.4](#).

2.2.1.2.3 CAA-9A

The site consists of the area around Building 584, which was used for storage of corrosives, lubricating oils, and water treatment chemicals. It includes USTs 584-1 and 584-2, both removed in 1994.

2.2.1.2.4 CAA-9B

This site consists of the area around Building 608 that was used as an automobile service and repair facility. A waste oil UST (UST 608-1) and two OWSs (OWS 608A and 608B), within the site footprint, were assigned to IR Site 16, which overlaps the CAA ([Section 2.2.1.1.3](#)). The OWSs were removed in 2010 under the CERCLA action for OU-1 Site 16. No tanks or other RCRA Units are associated with CAA-09B. The CAA was closed along with IR Site 16 through the OU-1 IR Site 16 ROD ESD (Navy 2015a).

2.2.1.2.5 CAA-11A

The site consists of the area around Building 14, which was used as an aircraft engine test and repair facility. The site includes USTs 14-1 through 14-6, sometimes referred to as UST(R)-06, which were removed in 1994, and former OWS 162. Only a small portion of the site, and none of the above-listed features, is within the Site.

2.2.1.2.6 CAA-11B

The site consists of the area designated Area 37, a fuel storage area. Area 37 includes Structure 598 (also sometimes called HW-04) that was a secondary containment area for ASTs 598A through 598C. These ASTs were removed in 2004 and all are within the FOST Parcel. Area 37 also includes USTs 37-1 through 37-24, sometimes collectively referred to as UST(R)-07, which were removed between 1995 and 1998. A majority of the CAA and 18 of the 24 USTs are within the Site.

2.2.1.2.7 CAA-13

The site consists of the area around Building 397, which was a jet engine testing facility; Building 406A, which contained control equipment for a defueling facility; Building 529, which supplied auxiliary power for Building 530; and Building 606, an administration building. The site includes former ASTs 530A through 530C, and closed-in-place OWSs 529 and 530. Free product was noted during sampling activities around the defueling facilities, sometimes referred to as Defueling Area 530. The site also includes former OWSs 397A through 397D, and a 3,500- to 17,000-gallon jet fuel spill circa 1991 when heavy rains caused these four OWSs to overflow, and a drain valve left open on a fuel supply line allowed the release of jet fuel. Dual-vacuum extraction (DVE) and biosparging systems were operated from 2003 until 2006. TRW occurs only within one area of CAA-13 (Parcels 65 and 66). Most of the site, and all the above-listed associated features, are within the Site.

2.2.1.2.8 EDC-12 AOC 3

This is a former aircraft scrap yard, parts storage, treated lumber storage area where TPH-motor oil has been detected. The entire site is within the Site.

2.2.1.2.9 EDC-12 AOC 5

This is a former aircraft washdown area where TPH-diesel and TPH-motor oil have been detected. The entire site is within the Site.

2.2.1.2.10 IR 09

Free product at IR 09 is being addressed under the Petroleum Program, referred to in the PMP as IR SITE 09-FP1/2. The entire site is within the Site.

2.2.1.2.11 Tarry Refinery Waste (TRW)

The former Pacific Coast Oil Works Refinery operated from 1879 to 1903 in the area that is now IR Site 13 and CAA-13. The TRW reported in subsurface soil at some locations in IR Sites 13 and 23 is believed to have originated during the operation of the Pacific Coast Oil Works Refinery. TRW is believed to have been disposed on the surface near the former shoreline during refinery operations. The evaluation of the nature and extent of contamination in soil summarized in the OU-2A RI report (Navy 2005a) concludes that most chemicals reported at IR Site 13 are consistent with historical site activities, which include the former oil refinery and the aircraft storage, overhaul, and defueling area. The TRW appears to be mainly comprised of solid long chain alkanes with a very low volatile fraction and mainly occurs at depth and below the water table, although surface manifestation of this asphalt-like refining residue have been observed at several locations within IR Site 13. TRW underlies most of Parcels ALA-65-EDC and ALA-66-EDC, which are highlighted on Figure 3 with diagonal green hatching.

The updated Human Health Risk Assessment presented in the OU-2A FS report concludes that the PAH concentrations in soil reported at IR Site 13 since the OU-2A RI, including samples associated with the TRW, are consistent with the Alameda Point established acceptable range. Additionally, no CoCs requiring CERCLA response actions are selected for further evaluation in the OU-2A FS (Navy 2011a) for soil. The Human Health Risk Assessment concludes that TRW does not pose a risk to human health or the environment; therefore, no further CERCLA action for TRW at IR Site 13 is required. However, TRW may cause significant nuisance, especially due to odor, and in some places it is located relatively close to the ground surface. The Regional Water Board retains its authority to regulate TRW to address remaining petroleum issues.

TRW remains an open Petroleum Program site within CAA-13. The Regional Water Board staff has indicated that it will formally restrict land use so that people are not exposed to TRW nuisance (e.g., odor and contact with the tarry substance if it has surfaced or been encountered by excavation), especially in a residential setting. Further, if TRW is excavated, it must be disposed off-Site or backfilled to the excavation at the same or greater depth from which it originated.

City zoning and land-use plans do not allow residential land use in the TRW area. The City will deny all requests to change the land use to residential or to operate a day-care facility or other sensitive land use, unless Regional Water Board staff approval is first obtained.

The deeds for the two transfer parcels that have TRW contain the following notification that all intrusive work must be conducted pursuant to an SMP:

"The Property has not been remediated to the satisfaction of the Regional Water Quality Control Board ("Water Board") or has not been investigated to the satisfaction of the Water Board to determine whether corrective action is appropriate. Accordingly, the Property has not received Regulatory Closure and may contain petroleum concentrations in soil and/or groundwater that may present an unacceptable risk to human health. ... Any work conducted by the GRANTEE or its agent(s) on the Property that involves construction, soil excavation or grading, trenching or groundwater contact shall be conducted pursuant to a site management plan that is acceptable to the [Regional] Water Board, and in accordance with the City Program."

2.2.2 *Northeast Zone*

2.2.2.1 *CERCLA-Specific Conditions in the Northeast Zone*

2.2.2.1.1 IR Site 3 (OU-2B)

IR Site 3, Abandoned Fuel Storage Area, is an approximately 12.8-acre site located near the eastern entrance to Alameda Point. IR Site 3 is known as the Abandoned Fuel Storage Area because between the 1940s and 1970s, aviation gasoline was stored there in USTs. Nearly 80 percent of the site is covered with asphalt and concrete in the form of buildings, roads, and parking lots. IR Site 3 is grouped with IR Sites 4, 11, and 21 under OU-2B. Portions of the Petroleum Program CAAs 3A, 3B, and 3C are located within IR Site 3 to the south of Buildings 112 and 527. There are several former SWMUs that are within the footprint of IR Site 3. Only one of these former SWMUs, NAS GAP 10, is addressed under CERCLA as part of IR Site 3. The remaining SWMUs within the IR Site 3 portion of the FOST Parcel (Naval Aviation Depot GAPS 44 and 45, M-07, and AOC 398) are addressed as part of the Petroleum Program. The Petroleum Program sites located within the IR Site 3 portion of the FOST Parcel are discussed in [Section 2.2.2.2.1](#).

The 2015 OU-2B ROD (Navy 2015b) identifies CoCs for IR Site 3 soils as cobalt and lead. Cobalt is present in one localized area at concentrations that exceed residential cleanup goals. This area was originally in IR Site 21, (an IR site adjacent to IR Site 3); however, after the CERCLA OU-2B FS (Navy 2011b) the boundary of IR Site 3 was modified to include this area. The remedy for cobalt impacted soil at IR Site 3 is ICs to restrict residential use. The ROD identifies two areas within IR Site 3 with lead concentrations in soil that required remedial action. The selected remedy for lead-

impacted soil was excavation with off-site disposal of the contaminated soil. The soil removal from the two areas has been completed, and the excavated areas were backfilled with fill suitable for reuse and returned to original grade.

The OU-2B Soil RACR (Navy 2015c) documents the areas within IR Site 3 where lead-impacted soil was removed and documents completion of the remedial action for soil. The USEPA submitted a letter concurring with the RACR for OU-2B Soil.

By letter dated August 6, 2012, the Navy provided information demonstrating that groundwater in the southeast portion of the base, including all of IR Site 3, meets State Water Board Resolution No. 88-63 and Regional Water Board Resolution No. 89-39, “Sources of Drinking Water,” exception criteria (a) and (c). Information presented included proximity to San Francisco Bay and potential for salt water intrusion, high salinity, current county restrictions on well installation in shallow groundwater, and potential for surface runoff to contaminate groundwater. The regulatory agencies concurred with the Navy’s assessment. Therefore, it is unlikely that shallow groundwater will be used as a municipal water supply.

The 2015 OU-2B ROD selects a groundwater remedy for a VOC groundwater plume that underlies portions of IR Sites 4, 11, and 21. While the OU-2B shallow VOC groundwater plume does not extend into IR Site 3, the remedy includes ICs with a buffer zone that extends beyond the perimeter boundary of the plume and onto a portion of IR Site 3.

The OU-2B ROD identifies the Area Requiring Institutional Controls and documents the ICs necessary to protect human health and attain the RAOs for soil and groundwater. The LUC RD (Navy 2015d) for OU-2B documents the restrictions related to the ICs for soil at IR Site 3 and ICs for OU-2B groundwater. The LUC RD refines the IC boundaries presented in the ROD for groundwater based on evaluation of recent data.

Soil remediation is complete, and ICs have been implemented to protect human health from residual contamination in soil and adjacent groundwater.

2.2.2.1.2 IR Site 7 (OU-1)

IR Site 7, the Navy Exchange Service Station, occupies 3.9 acres on the eastern boundary of former NAS Alameda, adjacent to Main Street. IR Site 7 consists of buildings and structures that cover about 30 percent of the site, while the remainder of the site is open space covered with asphalt, concrete, and some unpaved areas. IR Site 7 is grouped with IR Sites 6, 8, 14, 15, and 16 under OU-1.

Historical uses at IR Site 7 include an automotive repair and servicing facility and an incinerator (former Building 68-3) surrounded by grassy open space. The OU-1 IR Sites 6, 7, 8, & 16 RI

report (Navy 2004) identifies COCs (arsenic, cadmium, and lead) in the soil at IR Site 7 that required RA. No CoCs are identified for groundwater at IR Site 7; therefore, NA is identified for groundwater. The Final OU-1 IR Sites 6, 7, 8, & 16 FS (Navy 2005b) was completed in 2005. Pre-design data gaps sampling was conducted in 2007 and 2008 to optimize the remedial design. The OU-1 IR Sites 6, 7, 8, & 16 ROD (Navy 2012a) selects the RA of soil excavation and off-site disposal, which was conducted from November 2009 to January 2011.

The RACR (Navy 2013b) documents that the implemented remedy met RGs and RAOs for unrestricted use.

2.2.2.1.3 IR Site 8 (OU-1)

IR Site 8, Building 114 (Pesticide Storage Area), covers 4.3 acres in the central portion of former NAS Alameda and includes Building 191, Building 391, and sewage pumping station 10. Eighty percent of IR Site 8 is covered by asphalt, concrete, buildings, roads, and parking lots. Building 191 was used as storage for the Public Works Department, and Building 391 was used to store paints, degreasers, petroleum products, and hazardous waste. IR Site 8 is grouped with IR Sites 6, 7, 14, 15, and 16 under OU-1.

The OU-1 IR Sites 6, 7, 8, & 16 RI report (Navy 2004) identifies CoCs (lead, dieldrin, Aroclor-1254, Aroclor-1260, and total PCBs) in soil at IR Site 8 that required RA. No CoCs are identified for groundwater.

The OU-1 IR Sites 6, 7, 8, & 16 FS report (Navy 2005b) was completed in 2005. Pre-design data gaps sampling was conducted in 2007 and 2008 to optimize the remedial design. The OU-1 IR Sites 6, 7, 8, & 16 ROD (Navy 2012a) selects the RA of soil excavation and off-site disposal, which was conducted from November 2009 to July 2010.

The RACR (Navy 2013b) documents that the implemented remedy met RGs/RAOs for unrestricted use. USEPA approved the Final RACR in July 2012.

2.2.2.1.4 IR Site 28 (OU-6)

IR Site 28, Todd Shipyards, covers 2.9 acres along Oakland Inner Harbor (Figures 3 and 4). The IR Site 28 ROD (Navy 2007b) was signed in October 2007 and includes soil excavation and disposal and groundwater metals immobilization. The ROD identifies arsenic, lead, and PAHs in soil and copper in both soil and groundwater as CoCs. The RA was completed in June 2010.

The Site 28 Interim-RACR (I-RACR; Navy 2012c) documents that all necessary soil RAs have been conducted to achieve the RAOs for soil and that the soil remedy is complete. The I-RACR also documents successful implementation of the groundwater remedy, which consisted of

removing and disposing of source-area soil, applying and injecting metals immobilization compound, and follow-on groundwater monitoring. Evaluation of continued groundwater monitoring is guiding the ongoing RA. Based on the progress documented in the I-RACR, USEPA has determined that the remedy is OPS.

2.2.2.1.5 IR Site 35

IR Site 35 is composed of 23 study areas, known as AOCs. In 1995 and 1997, a Time Critical Removal Action (TCRA) for storm sewer sediment removal was completed by the Navy. A portion of this work occurred within IR Site 35. In 2001, a non-Time Critical Removal Action was conducted in AOC 12 to remove lead-containing soil. In 2002, a TCRA was conducted for soil with reported benzo(a)pyrene (B(a)P) equivalent concentrations that exceeded 1.0 milligrams per kilogram (mg/kg) in the top two feet of soil in the West Housing Area (IR Site 35 AOCs 4, 5, 7, 9, 13, and 14). In 2002 a TCRA was conducted at Building 195 to remove a pesticide/fertilizer shed in AOC 8. These interim actions are documented in the IR Site 35 ROD (Navy 2010b) as being protective of unrestricted site use.

A Final IR Site 35 RI/FS Report (Navy 2007c) was prepared in April 2007. Based on the findings of the RI portion of the report, eight AOCs are identified for soil action and NA for groundwater. AOCs 19 and 22 were removed from Site 35 and included within IR Site 6 and CAA-B, respectively, prior to completion of the Final RI/FS. The IR Site 35 ROD documents NA for groundwater, NFA for AOCs 14, 15, 16, and RA for soil in AOCs 3, 10, and 12. The ROD identifies heptachlor at AOC 3 and lead at AOCs 10 and 12 as soil CoCs. The RA included soil excavation and offsite disposal followed by site restoration.

The RACR (Navy 2012d) documents that the implemented remedy met RGs/RAOs for unrestricted use. USEPA concurred with the Site 35 RACR and with site closure.

2.2.2.2 *Petroleum-Specific Conditions in the Northeast Zone*

The **open** Petroleum Program Sites in the Northeast Zone and the online regulatory-agency websites that discuss them are linked in [Table 4](#). The **closed** Petroleum Program Sites in the Northeast Zone and their corresponding links are provided in [Table 5](#).

The discussions below summarize conditions at some of the larger Petroleum Program sites in the Northeast Zone. The documents accessible via the links cited in the tables above provide more detailed summaries than the discussions below, as well as summaries for Petroleum Program sites that are not discussed below. The links are to Navy and regulatory agency documents.

2.2.2.2.1 CAA-3

This 9-acre site overlaps IR Site 3. The site was subdivided into CAA-3A, CAA-3B, and CAA-3C. Historic activities at CAA-3A, CAA-3B and CAA-3C resulted in the release of aviation fuel to soil and groundwater. The Navy has performed investigations and completed substantial corrective-action at CAAs-3A, -3B, and -3C; these efforts have cleaned up the vast majority of the petroleum contamination. USTs 398-1 and 398-2, which are included in CAA-3A, were closed with a NFA letter from the Water Board dated October 13, 2014; other components of CAA-3A are being investigated or are under review for closure. UST 97-C, which is part of CAA-03C, was closed with a NFA letter from the Water Board dated April 21, 2015. Residual contamination at CAA-3B and -3C requires further investigation and possibly corrective action prior to requesting closure.

2.2.2.2.2 CAA-7

The site consists of the area around Building 459 that was used as an automobile service station, and Building 506 that was used for maintenance and miscellaneous equipment storage. It includes USTs 459-1 through -8 (sometimes collectively called UST RCRA Unit [UST(R)]-16, and UST 459-7 is sometimes referred to as NAS GAP 16) and UST 506-1, all removed in the mid- to late-1990s. CAA-7 generally coincides with IR Site 7, which is discussed in [Section 2.2.2.1.2](#).

2.2.2.2.3 CAA-8

The site consists of the area around Building 114 that was used for public works maintenance and storage and an administrative office, and Building 191 that was used for storage. It includes WD 114, a washdown area in the courtyard of Building 114, and OWS 114, located within the washdown area. The entire CAA is within the Site. CAA-8 generally coincides with IR Site 8, which is discussed in [Section 2.2.2.1.3](#).

2.2.3 Hangar Zone

2.2.3.1 CERCLA-Specific Conditions in the Hangar Zone

2.2.3.1.1 IR Site 26 (OU-6)

IR Site 26, the former Western Hangar Zone, is located in the center of former NAS Alameda (Figure 2). IR Site 26 is covered by pavement, four aircraft hangars (Buildings 20 through 23), a painting and finishing building (Building 24), and several ancillary buildings.

No CoCs are identified for soil at IR Site 26. CoCs identified for groundwater are cis-1,2-DCE, TCE, and vinyl chloride. The final IR Site 26 ROD (Navy 2006a) documents NFA for soil and ISCO, enhanced in-situ bioremediation (EISB), MNA, and ICs for groundwater. The Final RD/RAWP (Navy 2008b) for groundwater was submitted in October 2008.

Full-scale ISCO was performed between July 2008 and February 2009. EISB was performed between October 1, 2008 and November 5, 2008. Evaluation of continuing groundwater monitoring is guiding the ongoing RA. Based on the documented RA progress, USEPA has determined that the remedy is OPS.

2.2.3.1.2 OU-2C (Storm Drain Line G – partial)

Storm Drain Line G is one of several storm and wastewater drain lines that the Navy investigated in conjunction with OU-2C. As of this writing, the ROD for the OU-2C drain lines is scheduled to be finalized near the end of 2016. A portion of Storm Drain Line G coincides with an area planned for near-term development (Figure 1, Parcel ALA-78-EDC). Development on this parcel would begin only after the drain lines' CERCLA decision making is concluded and the Navy transfers the property to the City. Accordingly, this SMP includes provisions for development on this parcel after it has transferred.

Historically, Storm Drain Line G conveyed wastewater from Building 5 to the northeast corner of Seaplane Lagoon. The final OU-2C RI (Navy 2008c) notes that prior to installation of Alameda Naval Air Station's industrial wastewater collection and treatment system in the early 1970s, liquid industrial wastes from Building 5, including low-level radium wastes, were discharged through the storm-drain system, including Storm Drain Line G. The Navy completed several investigation and sediment management efforts on Storm Drain Line G, culminating in the January 2016 tech memo (Navy 2016b), which documents that "radiological soil contamination is not present in soil surrounding the removed pipe [including a portion of Storm Drain Line G] and the drain line is not contaminated." The ROD for the OU-2C drain lines is anticipated to be finalized in late 2016 and to require no further action for Storm Drain Line G

for unrestricted use. If the final ROD were to restrict future use of land associated with Storm Drain Line G, this SMP will be amended as needed. As with any intrusive work in areas covered by this SMP, relevant site-specific documents should be reviewed to better understand known and potential environmental conditions that may be encountered.

2.2.3.2 Petroleum-Specific Conditions in the Hangar Zone

The **open** Petroleum Program Sites in the Hangar Zone and links to the online documents that discuss them are listed in [Table 6](#). The **closed** Petroleum Program Sites in the Hangar Zone and their corresponding links to documents that discuss them are listed in [Table 7](#).

The discussions below summarize conditions at some of the larger Petroleum Program sites in the Hangar Zone. The documents accessible via links in the tables cited above provide more detailed summaries than the discussions below, as well as summaries for Petroleum Program sites that are not discussed below. These links lead to Navy and regulatory agency documents.

2.2.3.2.1 CAA-6

The site consists of the area around Building 373 that was used as a fuel-loading station. It includes USTs 373-1 and 373-2 (sometimes collectively called AOC 373) and OWS 373, all removed in 1998-1999, and a solvent storage area known as GAP 37. DVE and biosparging systems were installed and operated between 2002 and 2005. A small portion of the CAA, but none of the above listed associated features, is within the Site.

2.2.3.2.2 CAA-10

The site consists of the area around Building 19 that was a control tower, photographic processing operations area, and fire/rescue station; and Building 491 that housed an emergency generator. It includes UST 491-1 (sometimes referred to as AOC 491) and ASTs 019A through 019C. The entire CAA is within the Site. The tanks at the site are closed with ICs, and CAA-10, itself, is being evaluated for closure.

2.2.3.2.3 CAA-12

The site consists of the area around Building 29, which was an aircraft weapons overhaul and testing facility; Building 38, which served as an acoustical enclosure for aircraft engines; and Facilities 461A, B, and C, which served as aircraft run-up areas. The site includes former ASTs 029 and 038 and former OWS 038. The majority of the CAA and all the above-listed associated

features, except OWS 038 are within the Site. CAA 12 remains open, but CAA 12S and CAA 12N, which are each a subset of CAA 12, have been closed.

2.2.3.2.4 CAA-B

The site consists of the area around three east-west, parallel fuel lines (FLs) used to transport jet fuel, with multiple crossing FLs (about 22,500 feet) that link a series of fueling pits. The FLs were abandoned in place in 1998. A substantial portion of the CAA is within the Site.

2.2.3.2.5 CAA-C

The site consists of the area around Hanger 23, which was used for aircraft parking, maintenance, and fueling activities. The FLs were closed in place. DVE and air sparging systems operated in 2008 and 2009. Post-remediation monitoring is ongoing. The majority of the CAA is within the Site. The Regional Water Board closed CAA C, with no restrictions on land use, in a letter dated October 19, 2015.

2.2.4 Runway Zone

2.2.4.1 CERCLA-Specific Conditions in the Runway Zone

2.2.4.1.1 IR Site 14 (OU-1)

IR Site 14, Former Fire Training Area, covers 14.2 acres along Oakland Inner Harbor (Figures 3 and 4). IR Site 14 is partially paved and relatively flat, and includes five buildings (26, 120, 121, 122, and 388) and open space. Historical use at IR Site 14 includes airfield-related materials and equipment storage, and firefighter training in the northwestern portion of the site. The buildings at IR Site 14 are currently unoccupied. Site 14 is grouped with IR Sites 6, 7, 8, 15, and 16 within OU-1.

CERCLA investigations were conducted in 1991, with follow-on investigations in 1994 and 1998, data gap sampling in 1998, supplemental RI data gap sampling in 2001, and removal of soil containing dioxins in 2001.

The IR Site 14 ROD (Navy 2007d) documents NFA for soil and selects ISCO, monitoring, and temporary ICs for groundwater. The ROD identifies vinyl chloride in groundwater as a CoC. Data gaps were identified and further investigations were conducted in March and April 2007, including a pilot test on a portion of the groundwater plume, to optimize the remedial design. The groundwater RA began in September 2008. A Technology Transition Tech Memo (Navy

2010c) was submitted to the agencies in December 2010 and presents the findings of the post-ISCO monitoring, as well as support to transition to MNA. The MNA work plan (Navy 2011c) was completed as an addendum to the RAWP (Navy 2008d). Groundwater monitoring will continue until RAOs are achieved. Based on progress of the RA, USEPA determined that the remedy is OPS.

2.2.4.1.2 IR Site 15 (OU-1)

IR Site 15, the Former Transformer Storage Area, consists of 5.8 unpaved acres in the northwestern portion of former NAS Alameda, adjacent to the Oakland Inner Harbor. IR Site 15 includes Building 27 and former Buildings 283, 301, and 389, constructed by the Navy in the 1950s. IR Site 15 was used primarily to store petroleum products, biocides, electrical equipment, including oil-filled transformers and machinery. IR Site 15 and is grouped with IR Sites 6, 7, 8, 14, and 16 within OU-1.

An OU-1 IR Sites 14 & 15 RI Report (Navy 2003) was prepared in 2003. In 2005, soil samples were collected at IR Site 15 for further PAH analysis, because detection limits for historical PAH data were elevated. The average PAH concentration in soil, expressed as B(a)P equivalents, was below the screening level of 0.62 mg/kg.

In October 2005, the Navy distributed the Proposed Plan (Navy 2005c) for IR Site 15, which includes a recommendation for NFA for soil and NA for groundwater. The Navy prepared an IR Site 15 ROD (Navy 2006b) documenting the decision of NFA for soil and NA for groundwater. The ROD identifies no CoCs in either soil or groundwater. The final ROD was signed with regulatory concurrence in June 2006. IR Site 15 is closed.

2.2.4.1.3 IR Site 34

IR Site 34, Naval Air Rework Facility, is a 4.18-acre is a partially paved, relatively flat open space, which is not part of an OU. IR Site 34 was used to maintain base equipment, such as scaffolding and other apparatus. The site was used primarily for painting services, storage, wood and metal shops, and sandblasting. IR Site 34 formerly contained several structures: 12 former buildings and intervening open areas; seven ASTs; NADEP GAPS 78 and 79; UST 473-1, and 15 transformers. Two former SWMUs, UST 473-1 (also known as AOC 473), and AST 331 (also known as SWMU 331), were addressed under the Petroleum Program along with all of the ASTs. CAA-14 is also located within the footprint of IR Site 34 and was closed out with AST 331. The Petroleum Program is discussed in [Section 2.2.4.2](#).

The remaining two former SWMUs (NADEP GAPS 78 and 79) were investigated as part of IR Site 34. All buildings, ASTs, GAPS, and transformers were removed between 1996 and 2000,

except for their concrete pads. Figure 2 shows the locations of the CAA, ASTs, the UST, and the fuel line. The southwestern 0.22-acre corner of IR Site 34 was transferred by the Navy to the Department of Veterans Affairs who will retain it in perpetuity, and is not part of the Site.

Arsenic, lead, 1,4 DCB, dieldrin, heptachlor epoxide, total PCBs and TPH were identified as CoCs in soil. The IR Site 34 ROD (Navy 2011d) was issued in April 2011. The RA selected was excavation and off-site disposal of chemically impacted soil. Groundwater at Site 34 is not considered a potential source of drinking water, accordingly drinking water standards do not apply. Chemicals in groundwater were evaluated for potential VI and impacts to surface water in the Oakland Inner Harbor. Groundwater was determined not to pose a potential risk to human health or the environment, so no further action is necessary for groundwater. The no further action decision for groundwater is documented in the 2011 ROD.

The RA for soil was conducted between May and June 2013, and the Final RACR (Navy 2014b) was completed in February 2014. USEPA concurred with the Final RACR by letter dated March 4, 2014. DTSC concurred with the Final RACR by letter dated March 19, 2014. There are no CERCLA restrictions with respect to IR Site 34 soil and groundwater.

2.2.4.2 Petroleum Program-Specific Conditions in the Hangar Zone

The **open** Petroleum Program Sites in the Runway Zone and links to online documents that discuss them are listed in [Table 8](#). The **closed** Petroleum Program Sites in the Hangar Zone and the links to online documents that discuss them are listed in [Table 9](#).

The discussions below summarize conditions at some of the larger Petroleum Program sites in the Runway Zone. The online documents referenced above provide more details than the discussions below, as well as documentation for Petroleum Program sites that are not discussed below. The Table 8 and 9 cites allow ready access to Navy and regulatory agency documents.

2.2.4.2.1 AOC 23G

AOC 23G was used as the Naval Exchange Service Station (Building 71) and an associated automotive garage (Building 332) from approximately 1946 to 1951. The facility was removed to expand Runway 26R (identified as Runway 25 after the expansion). Two 5000-gallon and one 8000-gallon gasoline tanks were present. A request for closure was submitted to the Regional Water Board staff in December 2011 for petroleum site AOC 23G, a 1,2-DCE plume.

2.2.4.2.2 CAA-2

The site consists of the area around UST 357 FS-1, sometimes also referred to as AOC 357 or UST 357-1. The tank was removed in 1995 and the site received closure concurrence with ICs in 2011.

2.2.4.2.3 CAA-14

This site consists of the area around Building 331 that was used as a woodworking facility and offices; it is located within IR Site 34. CAA-14 includes AST 331, also referred to as former SWMU 331. The Water Board concurred with NFA for AST 331 by letter dated March 20, 2013. CAA-14 coincides with RA Area 13 in IR Site 34. RA Area 13, including co-located petroleum contaminants, was remediated during the IR Site 34 RA as part of the CERCLA Program. IR Site 34 was certified by DTSC as having all appropriate response action completed and no further removal or RAs necessary. Therefore, all remediation work at CAA-14 has been completed, and it was closed when AST 331 was closed.

2.2.4.2.4 CAA-A

The site consists of the area around two parallel, 10-inch fuel lines used to transport jet fuel. The site was closed with concurrence in 2007 without restrictions. Although the site closure summary assumed the future land use likely would be recreational, soil and groundwater data were compared to residential criteria. The site closure summary states “With only a few isolated exceptions [all in “before” cleanup samples], the concentrations of all detected contaminants were below the applicable PRC [residential].” PRCs (Preliminary Remediation Criteria) were Alameda Point-specific screening levels that the Regional Water Board formerly used at Alameda Point Petroleum Program sites. (Table 14) Portions of CAA-A are both within and adjacent to IR Site 34.

3 RISK MANAGEMENT MEASURES TO BE IMPLEMENTED AT THE SITE PRIOR TO REDEVELOPMENT

The following subsections describe the risk management measures to be implemented at the Site, prior to Site redevelopment, to minimize the potential for human exposures to residual chemicals present at the Site. This section also includes procedural guidelines to ensure that redevelopment activities at the Site are conducted in accordance with applicable federal, state, and local environmental health and safety regulations.

This section is not intended to impose redevelopment requirements other than those that should be applied (when prudent) at any other urban construction project in the City, unless areas of known or suspected environmental contamination are involved.

This SMP does not set forth the scope of the active remediation required to be implemented by the Navy, nor does it include the criteria for confirming the adequacy of those efforts nor the mitigation measures required to be implemented to control air emissions, surface runoff, and similar environmental conditions occurring during the implementation of the remedy. Those management measures are detailed in applicable Navy documents.

3.1 WORKER HEALTH AND SAFETY

3.1.1 Site-Specific Health and Safety Plan

Site-specific HSPs are designed to help ensure that site construction activities are performed in a manner protective of the health and safety of site construction workers and of interim site users in the construction zone (i.e., within the fence that is erected at the beginning of construction activities to demarcate those areas where access needs to be restricted, discussed in [Section 4.2](#)). This SMP is designed primarily to ensure the health and safety of current and future Site users outside the immediate vicinity of construction; the development of a site-specific HSP is the responsibility of the contractor and is beyond the scope of this SMP. The site-specific HSP provides one mechanism through which workers involved in the redevelopment of the Site are informed of the presence of chemicals in the area prior to initiating work.

Any contractor's site-specific HSP must meet the following minimum requirements for that contractor to perform or oversee Intrusive Activities under this SMP:

- The HSP must be certified by a CIH;

The HSP must contain:

- A background section containing a description of the project, including work tasks, objectives, and personnel requirements;
- A discussion of project personnel organization and responsibilities, including names, assignments, responsibilities, reporting pathways, and contact information;
- A discussion of chemical hazards (including asbestos hazards associated with underground pipelines) at the site, including acute and chronic health effects, and established occupational exposure limits of chemicals of potential concern identified at the site;
- A discussion of physical hazards known or reasonably expected to be present at the site based on proposed construction, including but not limited to hazards associated with equipment use, environmental hazards (heat stress, etc.), and noise;
- A discussion of engineering controls that will be employed to minimize exposure of site workers and adjacent populations to chemicals in soil and groundwater;
- A discussion of required worker qualifications, including training requirements, medical surveillance, and recordkeeping (see also [Section 3.1.2](#));
- An exposure monitoring plan, including personal workspace monitoring and sampling protocols, appropriate action levels, field monitoring logs, and monitoring equipment calibration specifications;
- A discussion of general safe work procedures, including site control and security measures, sanitation facilities, illumination, required personal protective equipment (types and rationale for selection), establishment of work zones and decontamination procedures, and documented daily tailgate safety meetings (during which the above information, particularly the information regarding the presence of chemicals and chemical hazards, is disseminated to all workers);
- A discussion of confined space entry locations, risks, and specific safety precautions and training requirements;
- Monitoring and general safety protocols to be used in the event of the discovery of areas of unknown contamination or subsurface structures; and
- Emergency response procedures, including a map to the nearest hospital, an evacuation plan, first aid procedures, fire protection and response procedures, spill containment procedures, and emergency references (key telephone numbers, addresses, etc.).

3.1.2 Health and Safety Training and Certification

Based on known environmental conditions at the Site, the use of personnel trained and certified in environmental health and safety procedures pursuant to OSHA 29 CFR 1910.120, HazWoper Training requirements (OSHA-certified), is required in certain areas during Intrusive Activities. In order to comply with OSHA rules and regulations, which is the responsibility of all

contractors at the Site, OSHA-certified workers would likely be required to be used in the following areas if Intrusive Activities are to be performed:

- IR Site 3 (within 100 feet of the plume), IR Site 13, IR Site 14, IR Site 19, IR Site 26 (within 100 feet of the plume), IR Site 27 (within 100 feet of the plume), and IR Site 28 for Intrusive Activities that may encounter groundwater, until the groundwater has been effectively remediated and until the ROD's RGs have been attained;
- Closed petroleum sites that have ICs (see [Tables 10 through 13](#));
- Open petroleum sites, until soil and groundwater have been effectively remediated, if needed, and the sites have been closed by the Regional Water Board staff (see [Tables 10 through 13](#));
- The area below the marsh crust Threshold Depth, if material below the Threshold Depth is hazardous or uncharacterized ([Section 4.3.1.2](#)).
- The TRW area (within CAA 13, an open petroleum site) for Intrusive Activities that may encounter TRW.

This SMP does not require the use of OSHA-certified workers for Intrusive Activities at locations within the Site, unless such workers are required to comply with requirements under Cal/OSHA rules and regulations. If unknown areas of contamination or subsurface structures are identified pursuant to [Section 4.3.3](#), compliance with OSHA rules and regulations would likely indicate that OSHA-certified employees should perform all remaining Intrusive Activities at the area in question.

3.2 RISK MANAGEMENT TO BE IMPLEMENTED DURING DEMOLITION

3.2.1 Asbestos Abatement

Asbestos surveys conducted at Alameda Point have identified buildings in which asbestos-containing materials are present. Removal of asbestos containing materials is regulated by the USEPA and BAAQMD pursuant to the National Emission Standards for Hazardous Air Pollutants (NESHAP) portion of the Clean Air Act and BAAQMD regulations. The following regulations apply to asbestos abatement:

- 29 CFR Sections 1910.12, 1910.20, 1910.134, 1910.145, and 1910.1001;
- 29 CFR Section 1926.1101;
- 34 CFR Section 231;
- 40 CFR Section 61, Subparts A and M;
- CCR Title 8, Sections 1529 and 5208;
- CCR Title 8, Article 2.5;

- CCR Title 22, Division 4; and
- BAAQMD Regulation 11, Hazardous Pollutants Rule 2.

Removal of asbestos containing materials at the Site must be performed in accordance with NESHAP requirements, BAAQMD regulations, any air monitoring plan prepared pursuant to [Section 4.4.2](#), and any other applicable rules and regulations. Collectively, these requirements include provisions for worker health and safety, prevention of releases to the environment, and material handling and disposal.

Underground pipes can have asbestos associated with them: as a coating, a wrapping, or within asbestos-concrete pipes. Unless underground pipes are confirmed not to have associated asbestos, such as by inspection or testing, they shall be assumed to be asbestos affected. Such pipes shall not be crushed in place. Such pipes and any soil in which pipe pieces have become commingled shall be managed in accordance with the soil management guidelines presented in [Section 4.3.2](#). General dust control measures to be employed during redevelopment, including demolition, are discussed in [Section 4.4.1](#).

3.2.2 Lead-Based Paint Abatement

Because most buildings at the Alameda Point were constructed prior to 1978, lead-based paint is likely present.

According to CCR Title 8, Section 1532.1 and CCR Title 17, Sections 35000-36100, loose and flaking lead-based paint must be removed prior to demolition of impacted structures. Appropriate measures to control the generation of dust particles during building demolition must then be implemented prior to demolition. Lead-based paint abatement will be performed according to all applicable regulations and statutes. General dust control measures to be employed during redevelopment, including demolition, are discussed in [Section 4.4.1](#).

3.2.3 Subsurface Structure Demolition

Subsurface structures harboring impacted soils may be brought to the surface during demolition activities. If the location of these structures is known and anticipated, then demolition will be conducted in accordance with the soil management guidelines presented in [Section 4.3.1](#) and [Section 4.3.2](#).

In the event that unknown subsurface structures are encountered, demolition activities will be conducted in accordance with the contingency protocols set forth in [Section 4.3.3](#).

3.3 STRUCTURAL DESIGN CONSIDERATIONS

Future buildings at the Site that potentially would be underlain by VOCs in soil or groundwater may need to be constructed in a manner that mitigates the potential for organic vapors to intrude into occupied spaces. This applies to buildings in CERCLA and Petroleum Program sites, until the sites are closed without restrictions ([Section 2.2](#)). These areas of concern are addressed below.

Vapor mitigation described in this section is not required for a future building at any site with a final decision document that does not include a requirement to mitigate VI, unless the building is also in or near an open site as explained in [Section 3.3.2](#). For example, ICs in the IR Site 27 ROD (Navy 2008a) do not include a requirement for VI mitigation. However, one of the IC objectives listed in Section 12.2.3 of the ROD is to restrict sensitive land uses, including day-care facilities, until remediation is complete and RGs are achieved. Accordingly, VI mitigation would not be required for commercial/industrial buildings, except at a day-care facility, if any, unless unknowns are encountered or DTSC or the Regional Water Board staff requests it.

Sites that have residual TCE must be evaluated based on EPA's recently released lowered TCE risk numbers for indoor air by a qualified environmental professional.

3.3.1 Vapor Intrusion Risk Management in Areas of VOCs in Soil or Groundwater

In certain areas, vapor mitigation measures will need to be implemented to help ensure protection against the infiltration of organic vapors into future buildings. According to the DTSC *Vapor Intrusion Mitigation Advisory* (*Advisory*, DTSC 2011) of October 2011, acceptable vapor mitigation measures include, but are not limited to, sub-slab pressurization, depressurization, and venting systems for new buildings, such as the installation of a gravel blanket and piping system installed under the proposed floor slabs of any future building.

Vapor mitigation measures generally are not needed for buildings (or portions of buildings) whose lowest floor is below the water table in all seasons. Furthermore, the DTSC's *Advisory* allows for podium level garages and mechanically ventilated basement garages as an alternative to its prescriptive mitigation measures, depending on site-specific conditions and garage construction and operation details. Once construction of the mitigation system is completed, operation, maintenance, and monitoring of the system should be implemented in general accordance with the October 2011 DTSC *Advisory*. Exceptions, depending on site specific VI risk levels, may include measuring air flow and pressure/vacuum in the system as an alternative to collecting and analyzing indoor air samples.

All remedial measures associated with VOC contamination of soil and groundwater, including but not limited to groundwater RAs and monitoring, will be addressed and implemented by the

Navy through the applicable Alameda Point documents. The development and implementation of the vapor mitigation remedy will be coordinated with ongoing CERCLA remedial activities to ensure that access to and operation of the groundwater remedial system is not impeded.

3.3.2 Vapor Intrusion Risk Management Outside Areas of VOCs in Soil or Groundwater

Generally, structural designs for buildings outside closed CERCLA or Petroleum Program sites with VOCs in soil or groundwater are not required to include VI mitigation, unless specified in site closure documents. However, future buildings less than 100 feet from a CERCLA or Petroleum Program plume of volatile groundwater contaminants or an open Petroleum Program site are subject to the VI mitigation requirements in Section 3.3.1. [Table 1](#) identifies any site with a known or suspected plume of groundwater contamination within 100 feet of each parcel. [Table 1](#) makes reference to any site with a link or links in Tables 2 through 9 to online documents relevant to: (1) a CERCLA site within 100 feet of the parcel with groundwater contamination, or (2) any Petroleum Program site within 100 feet of the parcel, unless its site closure package documents that no significant groundwater contamination is present. This site association is shown pictorially in Figure 3: 100-foot buffer zones around CERCLA plumes are indicated by a blue dashed line; around open fuel line sites, by a purple dashed line; around open CAAs, by a green dashed line; and around open Petroleum Program AOCs, by an orange dashed line. The existence of a groundwater plume within 100 feet of a parcel does not suggest that the plume impacts portions of the parcel that are not within 100 feet of the plume. The SMP user should consult the online background documents for each site identified in Table 1 for the parcel of interest to determine whether groundwater VOC contamination potentially is present within 100 feet of any future buildings.

3.4 RISK MITIGATING CONSTRUCTION TECHNIQUES

Redevelopment has the potential to bring impacted subsurface soil and groundwater to the surface where Site users could potentially be exposed. This SMP addresses requirements for Site-specific construction techniques that minimize the transport of impacted material to the surface, where practicable. Site-specific conditions that may warrant mitigating construction efforts include chemical presence in subsurface soil and/or groundwater and a shallow groundwater table.

Construction techniques designed to minimize the amount of subsurface soil and groundwater brought to the surface include:

- Abandonment in place of utility lines that are deeper than approximately 4 feet below finished grade rather than excavation and disposal, except in the case of crushing in place underground pipes with associated asbestos (see [Section 3.1.1](#)); and

- Driving support piles directly into the underlying soil without pre-boring, where practicable.

4 RISK MANAGEMENT MEASURES TO BE IMPLEMENTED AT THE SITE DURING REDEVELOPMENT

This section identifies appropriate risk management measures to be implemented at the Site to minimize the potential for human or environmental exposure to chemicals mobilized by construction activities. Where applicable, the risk management activities address each individual environmental medium, and provide risk mitigation efforts for each.

This section is not intended to impose redevelopment requirements other than those that should be applied (when prudent) at any other urban construction project in the City, unless areas or discoveries of known or suspected environmental contamination are involved.

4.1 IDENTIFICATION OF CONSTRUCTION/REDEVELOPMENT ACTIVITIES THAT COULD IMPACT HUMAN AND/OR ENVIRONMENTAL HEALTH

Construction and redevelopment at the Site are likely to include various site preparation activities that will disturb soils and/or groundwater. The following activities have the potential to impact human or environmental receptors:

- Unauthorized access to the Site during construction;
- Dust generation associated with Intrusive Activities, movement of construction and transportation equipment, and winds traversing exposed soils or stockpiles;
- Off-Site transport of sediment by surface runoff;
- Contaminated groundwater migration via preferential groundwater flow pathways associated with subsurface utility conduits;
- Contamination of soil and/or groundwater from the stockpiling of saturated, contaminated soil;
- Stockpiling of contaminated soil, especially soil whose chemical concentrations would characterize the soil as “hazardous waste”;
- Inadvertent off-Site transport of soils on truck wheels or from unsecured truck beds;
- Dewatering
- Encroaching on threatened and endangered birds and other fauna.

4.2 ACCESS CONTROL DURING CONSTRUCTION

The potential for unauthorized access to the construction site and the accompanying risk of exposure to contaminated soil shall be managed as follows, at a minimum:

- A 6-foot-high chain-link fence shall be erected around the construction site perimeter, unless site conditions warrant the use of a taller fence. Access to the Site will be

restricted by control points (i.e., gates) that will be monitored, and locked during non-construction hours.

- “No Trespassing” signs in both English and Spanish shall be posted every 500 linear feet along the fence line.
- If required pursuant to Proposition 65, public notices shall be posted along the fence line alerting the public that chemicals with known adverse health effects have been found in soil and/or groundwater at the Site.

These are standard construction site security measures that are required to be implemented even in the absence of any contaminants in soil and/or groundwater.

Endangered species, such as the California least tern (*Sternula antillarum browni*), which is a protected bird that nests on Alameda Point and has been observed using Seaplane Lagoon, other protected bird species that may be present during migration season, and other species of fauna, such as burrowing owls (*Athene cunicularia*), may be present during construction. For projects in Seaplane Lagoon, along its shoreline, or elsewhere where protected species may be present, a project-specific wildlife management plan shall be prepared by a resource management professional, wildlife biologist, or other qualified individual. All work shall comply with the plan’s procedures to safeguard protected birds and other fauna from construction, trenching, and remedial activities, as well as to discourage birds from occupying the site, including discouraging burrowing owls from nesting in stockpiled soil.

4.3 RISK MITIGATION TO ADDRESS CONTAMINANTS IN SOIL

4.3.1 Excavations Below the Marsh Crust Threshold Depth

The marsh crust is a potentially contaminated subsurface soil horizon, which has been identified in borings throughout much of Alameda, between the native Bay Mud sediment and the overlying imported fill material. [Section 2.1.1](#) contains a more detailed discussion, and the map attached to the MCO ([Appendix A](#)) presents the City Marsh Crust Threshold Depth contours. To address concerns associated with contaminants in the marsh crust, the City enacted the MCO (Alameda Ordinance No. 2824) on February 15, 2000, regulating excavation activities in areas suspected to contain marsh crust. The MCO, which is attached as [Appendix A](#), requires the following:

- An excavation permit for any excavations performed that bring to the surface soil from below the specified Threshold Depth;
- Adequate measures to protect worker health and safety;

- Handling of soils excavated from below the Threshold Depth as hazardous waste (if the soil were deemed a waste), unless reconnaissance sampling proves it to be non-hazardous waste to the satisfaction of the CBO.
- Adequate characterization of excavated soils to ensure that they are handled in accordance with all applicable environmental laws and regulations, for example, disposal in an off-site landfill or other disposal facility that is approved to accept such soils; and
- Construction site Best Management Practices (BMPs).

The MCO is regulated by the City's CBO, under DTSC oversight.

This SMP is intended to complement the MCO. [Section 4.3.1.1](#) and [Section 4.3.1.2](#) fulfill the requirements of Sections 13-56.8a and 13-56.8c of the MCO, respectively. Compliance with this SMP does not relieve the contractor from fulfilling the permitting, health and safety, and other obligations promulgated in the MCO.

It is important to make future property owners at the Site aware of the presence and location of the marsh crust. Hence, as required under Section 13-56.8 of the MCO, any analytical data or observations regarding the marsh crust shall be submitted to the City for use by the CBO in updating the marsh crust map to reflect actual Site conditions. Prior to excavation that might extend below the Threshold Depth, the excavation contractor shall contact the CBO to obtain the most recent Marsh Crust Threshold Depth Map. Timing for contacting the CBO must be coordinated with intrusive activities to allow modification of the project's work plan as needed to account for the potential presence of marsh crust.

4.3.1.1 Reconnaissance Sampling

Section 13-56.8a of the MCO allows soils from below the Threshold Depth to be treated as non-hazardous waste if implementation of a reconnaissance sampling plan rules out, to the satisfaction of the CBO, the presence of soil that would be "hazardous waste" if the soil were deemed a waste. The CBO shall use the RCRA and CCR definitions of hazardous waste in making this determination. This section stipulates the reconnaissance sampling plan for excavations that will continue below the Threshold Depth pursuant to Section 13-56.8a of the MCO. Pursuant to the MCO, the CBO, under DTSC supervision, is the lead regulator overseeing implementation of these provisions of this SMP.

The results of previous environmental investigations conducted in the proposed area of excavation may be used to confirm the presence or absence of the marsh crust only following submission of these results to the CBO, and following approval by the CBO of their use for this purpose.

Unless redundant with the use of previous assessment results, or in conflict with any specific requirements stipulated in the excavation permit by the CBO, the following shall be considered minimum requirements to provide adequate confirmation of the presence or absence of the marsh crust, though more refined characterization may be conducted at the contractor's discretion:

- A minimum of one continuous-core soil boring shall be advanced to at least 20 feet bgs via direct-push or hollow-stem auger methodology in the proposed excavation area. For excavations generating more than 1,000 cubic yards (yd³) of soil, additional such borings shall be advanced to achieve at least one boring per 1,000 yd³ of soil generated. For excavations less than 20 feet bgs, the soil borings may be terminated one foot deeper than the excavation depth.
- Lithological logging of each boring shall be performed under the supervision of a qualified California PE (Civil) or PG, and shall include, at a minimum, a description of soils per the Unified Soil Classification System, color, odor, appearance, facies changes, and headspace reading of major soil units obtained via photo- or flame-ionization detector (PID/FID).
- A minimum of two soil samples shall be collected from each boring. One composite sample shall be collected from above the Threshold Depth. The other sample should be collected from within the suspected marsh crust interval, and should target the depth exhibiting the highest headspace reading or an interval exhibiting characteristics associated with the marsh crust (i.e., black discoloration, petroleum odor). If a suspected marsh crust interval is encountered and if excavation is to extend deeper than that depth, one sample shall also be collected midway between the depth of the suspected marsh crust interval and the total depth of excavation. The samples shall be placed in a cooler on ice and shall be submitted to a state-certified laboratory under chain-of-custody tracking for the following analyses (updated USEPA Methods should be used when available):
 - TPH by USEPA Method 8015B,
 - VOCs by USEPA Method 8260C,
 - PAHs by USEPA Method 8270C with selection ion monitoring (SIM),
 - PCBs by USEPA Method 8082,
 - Title 22 metals by USEPA Methods 6020/6010B/7470/7471A, and
 - closed-system purge and trap for volatile organics in soil by USEPA Method 5035

Should no marsh crust be encountered, or should the analyses described above indicate that soils below the Threshold Depth do not contain concentrations of chemicals that would cause the soil to be defined as “hazardous waste” if the soil were deemed a waste, under federal or state law, the soil handling protocols set forth in [Section 4.3.2](#) shall apply to these soils. In the event that “hazardous soils” are identified, such soils (as established by the reconnaissance boring(s) or previous environmental work) shall be subject to the soil handling protocols established in

[Section 4.3.1.2](#). In the event that soils exhibiting characteristics consistent with the marsh crust are encountered, even though reconnaissance sampling previously failed to detect these soils, the provisions of [Section 4.3.1.2](#) shall apply until these soils are properly characterized.

4.3.1.2 Excavation of Marsh Crust Soils or Uncharacterized Soils Below the Threshold Depth

Section 13-56.8c of the MCO allows uncharacterized soils to be excavated from below the Threshold Depth and stockpiled while characterization takes place, provided a site-specific construction SMP has been implemented to ensure proper handling, characterization, and disposal of these soils as hazardous waste (unless/until demonstrated otherwise). This section is intended to fulfill the requirements of Section 13-56.8c of the MCO, and also to provide handling protocols for soils shown to be hazardous by reconnaissance sampling or previous environmental investigations. Under the MCO, handling of material excavated below the Threshold Depth is to be overseen by a PG or PE licensed in the State of California.

Should excavation of soils from below the Threshold Depth occur without prior reconnaissance sampling that rules out the presence of marsh crust soils per [Section 4.3.1.1](#), or should soils known or suspected to be “hazardous waste” under law be excavated, the material should be managed as hazardous waste pursuant to CCR Title 22, Division 4.5 and the following handling protocols shall be implemented:

- Excavation and transportation shall be performed by OSHA-certified personnel;
- Soils shall remain on site until characterization is complete, unless disposed of as hazardous waste within 90 days;
- Breathing zones shall be monitored for dust and VOC concentrations as specified by the site-specific HSP;
- Trucks transporting these soils shall be loaded atop polyethylene sheeting and decontaminated, as necessary, prior to departing the loading area, and all loads shall be covered during transport;
- Soil stockpiles shall be:
 - Managed to segregate soils of different origins
 - Tracked in compliance with a stockpile tracking system that is specified in the project specific work plan to ensure multiple checks before any stockpiles are moved or disposed
 - Placed atop and under anchored, impermeable sheeting
 - Limited in volume to 1,000 yd³
 - Managed in accordance with a SWPPP that complies with the SWRCB Construction General Permit, including placing stockpiles within berms and properly managing any accumulated rainwater

- Access-restricted via erection of a 6-foot-high chain link fence with locked access points
- Inspected daily, with inspection records maintained pursuant to [Section 4.3.2.5](#)
- Posted with appropriate signage indicating the presence of potentially hazardous waste
- Drainage basins shall be protected in accordance with a SWPPP that complies with the SWRCB Construction General Permit;
- Soils shall be either characterized as non-hazardous waste or disposed of as hazardous waste within 90 days; and
- Should soils be determined to be hazardous waste, transportation shall be manifested under the appropriate RCRA or California regulations; off-site disposal shall be at a federal- or state-licensed hazardous waste treatment or disposal facility, as appropriate; and disposal documentation shall be provided to the CBO.

Additional sampling for waste profiling may be required by the disposal facility prior to acceptance of the waste.

4.3.2 Soil Management Protocols During Site Redevelopment

All handling, movement, stockpiling, and reuse of soils within the Site is subject to protocols delineated in this section, except for soils addressed in [Section 4.3.1](#). [Section 4.3.3](#) specifies contingency protocols to manage risk in the event that unknown contamination or structures are discovered.

4.3.2.1 Soil Movement and Handling

Soil may be handled and moved from one portion of the Site to another, as needed, within the limitations established in [Section 4.3.2.6](#). Potential impacts associated with movement and handling are addressed through adherence to the soil stockpile management procedures (this section), the dust control measures ([Section 4.4](#)), and the storm water pollution prevention control measures ([Section 4.5.1](#)) detailed in this SMP. Additionally, soil movement shall be conducted pursuant to any traffic management plan that is applicable to the project.

4.3.2.2 Soil Stockpiles and Associated Dust Generation

Soils excavated from the Site may require stockpiling. The risk management measures discussed below address potential risks from wind transport, surface erosion, and unauthorized access to these stockpiles.

Soils whose chemical concentrations would characterize the soil as "hazardous waste" if the soil were deemed a waste shall not be stockpiled for longer than 90 days. Should the soils meet any of the hazardous waste criteria, they will be disposed offsite accordingly within 90 days of generation.

As required by [Section 4.3.1.2](#), with respect to soils excavated from below the MCO Threshold Depth without prior reconnaissance sampling that rules out the presence of marsh crust soils per [Section 4.3.1.1](#), and with respect to soils known or suspected of being "hazardous waste" under law, stockpiling and other soil management shall segregate soils of different origins.

All stockpiles shall be placed atop water-impermeable plastic sheeting within a soil berm, or equivalent sediment-trapping mechanism, as per the SWPPP. Several alternative measures are available to minimize the generation of dust from soil stockpiles:

- Cover the stockpiles with anchored impermeable sheeting,
- Enclose the stockpiles in a covered structure,
- Hydroseed the stockpiles,
- Apply a non-toxic soil stabilizer to the surface of the stockpiles, or
- Regularly spray stockpiles with water.

One or more of these dust mitigation methods shall be selected based on field conditions, such as weather and the size of the stockpile(s). Selection of stabilization efforts shall be at the contractor's discretion, provided compliance with the BAAQMD regulations is ensured. These soil stockpile management protocols are consistent with what is required by BAAQMD for the management of soil stockpiles in a Bay Area construction setting.

4.3.2.3 Soil Stockpiles and Erosion Management

To help ensure that stockpiled soils do not erode and potentially impact off-site receptors, all stockpiles shall be protected in accordance with a SWPPP that complies with the SWRCB Construction General Permit (regardless of the presence of potential contaminants). Collection, containerization, profiling, and disposal of any water that collects within any soil berm surrounding the stockpile shall be in accordance with applicable regulations.

4.3.2.4 Soil Stockpiles and Access Management

Provided stockpiles are located within active construction zones, the access restrictions set forth in [Section 4.2](#) will be sufficient to control stockpile access. However, should the stockpile be located outside an active construction zone, access will be controlled using a chain-link fence with locked gates and appropriate warning signs in English and Spanish.

Stockpiles of the following types of soil shall be segregated from soils of different origin and surrounded by a 6-foot-high, locked, chain-link fence until determined to be non-hazardous or disposed off-Site within 90 days:

- Soil stockpiles apparently containing unknown contamination encountered during redevelopment and/or excavation, as described in [Section 4.3.3](#);
- Soils excavated from below the marsh crust Threshold Depth, unless sampling has shown them to be non-hazardous; and
- Soils whose chemical concentrations would characterize the soil as "hazardous waste" if the soil were deemed a waste.

4.3.2.5 Soil Stockpiles and Monitoring

As provided in [Section 4.2](#), when protected birds may be present, stockpiles shall be designed and managed to discourage birds from occupying the site, including discouraging burrowing owls from nesting in stockpiled soil.

Daily inspection of stockpiles shall be conducted for stockpiles of contaminated or uncharacterized materials and any stockpile located outside an active construction zone. All stockpiles shall be monitored in accordance with a SWPPP that complies with the SWRCB Construction General Permit (regardless of the presence of potential contaminants). All inspection activities shall be performed by or supervised by a QSP. The QSP may delegate any or all of these activities to an employee appropriately trained to do such task(s). Inspections of the integrity of the stockpile shall include an assessment of the following:

- The integrity of erosion control efforts;
- The effectiveness of access control measures; and
- The need for repairs to maintain erosion or access control.

Tears in a stockpile cover shall be repaired or the cover replaced if the tears exceed 6 inches in length and one-eighth inch in width. Soil washouts are to be replaced and recovered.

To facilitate adherence to the SMP, a stockpile log shall be kept by the developer's designated environmental professional, and shall be made available to the City upon request. The log shall include the following information:

- Date(s) of soil generation;
- Approximate location of excavation(s) generating stockpiled soils;
- Location of stockpile;
- Final destination of stockpiled soils;
- Log of any erosion control measures implemented or modifications made; and

- Stockpile inspection documentation.

Similarly, large and small debris shall be inspected and tracked and a log shall be kept by the developer's designated environmental professional, which shall be made available to the City upon request. Debris that has no radiological association, for example, debris not encountered in connection with Seaplane Lagoon or with drain lines downstream of IR Sites 5 or 10, need not be tracked. The log shall include the following information:

- Date(s) debris is encountered;
- Approximate location of excavation(s) in which debris was encountered;
- Location of debris;
- Whether debris has been scanned or swipe sampled for radioactivity;
- Final destination of stockpiled debris that is to be disposed as low-level radioactive waste; and
- Debris inspection documentation.

4.3.2.6 Soil Disposition

Soil reuse at the Site is subject to the same environmental practices and considerations that are applicable to such activities in other urbanized areas of the City, except to the extent this section provides more specific direction. For Site projects, the Regional Water Board's Environmental Screening Levels (ESLs, online at http://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/esl.shtml) are planned to be used, and the screening levels selected will be appropriate for the current and future land use of the subject project.

Soil reuse at the Site shall adhere to the following five principles:

- Soil from a "contaminated area" that does not exceed ESLs is not necessarily equivalent to soil from a "clean area".
- Soil from a "contaminated area" that does not exceed ESLs may be reused at the site where the release or cleanup occurred but not in a "clean area".
- Contaminated soil can be reused in areas with comparable or greater contamination of the specific CoCs.
- TRW and soil impacted by TRW may not be reused on the Site, unless prior approval by the Regional Water Board staff is obtained.
- Soil that is considered hazardous under RCRA cannot be reused on Site and must be properly removed and disposed of or treated.

For purposes of this section, a "clean area" shall be an area of the Site where soil does not appear to contain unknown (i.e., unexpected) contamination (see [Section 4.3.3](#)). In addition, a "clean area" must be one of the following areas:

- An area that is not within a CERCLA site or a Petroleum Program site;
- An area within a CERCLA site, but outside the area where a release occurred or to where contamination may have migrated (links in Tables 2 through 9 enable ready access to relevant online environmental documents that help identify such areas);
- An area within a CERCLA site where the Navy has excavated and backfilled with clean soil;
- An area within a closed Petroleum Program site for which the site closure package concludes that no significant release has occurred; or
- An area within a closed Petroleum Program site that had a release, but outside the area where the release occurred or to where contamination may have migrated (links in Tables 2 through 9 enable ready access to relevant online environmental documents that help identify such areas).

Conversely, for purposes of this section, “contaminated area” shall mean any of the following areas:

- An area where soil appears to contain unknown (i.e. unexpected) contamination (see [Section 4.3.3](#));
- An area within a CERCLA site or within a closed Petroleum Program site where a release has occurred or to where contamination may have migrated, except to the extent the area has been excavated and backfilled with clean soil (links in Tables 2 through 9 enable ready access to relevant online environmental documents that help identify such areas);
or
- Any area within an open Petroleum Program site.

Soil from below the MCO Threshold Depth, even in an otherwise “clean area”, shall be managed the same as soil from a “contaminated area”, unless an evaluation of the area, as described in Section 4.3.1, establishes that marsh crust is not present in that area.

Soil from a “clean area” may be reused anywhere on the Site.

Soil from a “contaminated area” may be reused in the same “contaminated area” or in another “contaminated area” with comparable or greater contamination of the specific CoCs, unless the CERCLA ROD or the Petroleum Program site closure letter restricts such reuse. With respect to carcinogenic PAHs, reuse in another “contaminated area” is also acceptable when the soil being reused has B(a)P equivalent levels that do not exceed the Alameda Point-specific ambient levels, which are (a) no soil has greater than 1 mg/kg and (b) the 95% upper confidence limit of the mean of analytical results from samples that appropriately characterize the soil is no greater than 0.62 mg/kg.

Soils excavated from a “contaminated area” to be relocated and reused shall be sampled according to American Society for Testing and Materials (ASTM) E1903-11, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*, and ASTM D4700-91, *Standard Guide for Soil Sampling from the Vadose Zone*. Excavated soils intended for relocation and reuse are subject to the following analytical requirements as needed to supplement existing validated characterization data:

- One discrete sample from every 50 yd³ (at most) for VOCs (including benzene, toluene, ethylbenzene, xylenes, and naphthalene) by USEPA Method 8260C;
- One composite sample from every 250 yd³ (at most) for Title 22 metals by USEPA Methods 6020/6010B/7470/7471A, and SVOCs (including PAHs) by USEPA Method 8270C SIM;
- One composite sample from every 500 yd³ (at most) for TPH by USEPA Method 8015B, pesticides by USEPA Method 8081A, PCBs by USEPA Method 8082, and asbestos by OSHA Method ID-191;
- Closed-system purge and trap for volatile organics in soil by USEPA Method 5035; and
- Any other analytical methods that the disposal site requires, such as toxicity character leaching procedure.

Composite soil samples shall be created from one subsample from every 50 yd³ (at most).

The analytical requirements for excavated soils intended for reuse from a CERCLA site that has a ROD consist only of analytes with RGs. The analytical requirements for excavated soils intended for reuse from an open Petroleum Program site consist only of analytes that had an Alameda Point PRC (see [Table 14](#)).

Composite sampling of unanalyzed stockpiled soil is unacceptable, unless the soil is stockpiled at the borrow area and originates from a single source area. In addition, if samples are composited, they should be from the same in-place depth interval (before excavation and stockpiling) and not from different depth intervals.

The direction provided in this section is intentionally conservative in order to be appropriate for Site-wide applicability. On a case by case basis, departures from this section may be acceptable. However, proposed reuse of soil that departs from this section shall be proposed to the Regional Water Board staff for concurrence. Concurrence is also required from USEPA to the extent the Site has not been delisted from the CERCLA NPL.

4.3.2.7 Offsite Soil Disposal

Excavated soils that are not reused at the Site must be fully profiled for off-site disposal and managed accordingly. If profiling determines that soils are hazardous waste under RCRA or

California hazardous waste regulations, such soils will require appropriate handling and disposal at a licensed hazardous waste treatment, storage, and disposal facility. Any excavated soil considered RCRA or State of California hazardous waste will be tracked using the Uniform Hazardous Waste Manifest System (USEPA Form 8700-22), as applicable. The USEPA off-site rule expert for Region 9 will be consulted before any hazardous waste is disposed off-site.

4.3.2.8 Soil Transportation

Soils requiring off-Site transportation must be fully profiled prior to removal from the Site. If profiling determines the soil is hazardous waste under RCRA or California hazardous waste regulations, the soil must be managed in accordance with RCRA and/or California waste tracking protocols. If profiling determines that the soil is a designated waste, it will be managed and transported under Bill of Lading protocols.

Transporters of hazardous waste must meet the requirements of 40 CFR 263 and 22 CCR 66263 and be listed in the DTSC Hazardous Waste Haulers database. All trucks transporting bulk hazardous waste will be properly lined and covered with compatible materials. Soil exported off-site that is characterized as a hazardous waste, will require an appropriate USEPA Generator Identification Number, which will be recorded on the hazardous waste manifests used to document transport of hazardous waste off-site. The hazardous waste transporter, disposal facility, and U.S. Department of Transportation waste description required for each manifest will be determined on a case-by-case basis. A description of the number of containers being shipped, the type of container, and the total quantity of waste being shipped will also be included on each manifest.

4.3.3 Contingency Protocols for the Discovery and Management of Unknown Contamination or Structures

During construction at the Site, unknown contamination and/or structures may be encountered, especially during excavation. If such unknown contamination and/or structures are encountered, the risk mitigation measures described in the following subsections should be implemented.

4.3.3.1 Identification and Management of Unknown Contamination

Prior to beginning construction at the Site, the contractor shall review available information to identify any known areas of contaminant presence, including contaminant location, type, and concentration. As described in [Section 3.1.1](#), the site-specific HSP, to be prepared by contractors at the Site, shall incorporate a summary of the specific chemical constituents (including asbestos associated with underground piping) present at the Site to which workers may be exposed.

Contingency monitoring protocols will be triggered by the identification of any nonconforming soil or groundwater conditions that are not consistent with the review of available information. Such conditions may be noted by visual or olfactory differences, or differences in physical composition from surrounding soils, and shall include, but not be limited to, the following:

- Oily or shiny soils;
- Soils saturated with a liquid other than water (i.e., free-phase liquids);
- Soils with an appreciable chemical or hydrocarbon odor;
- Soils with elevated organic vapor measurements (as measured with a PID, FID, or equivalent);
- Soil discoloration not related to lithologic facies changes; and
- Groundwater coloration, odor, or sheen.

Contaminants that do not exhibit visual or olfactory evidence (e.g., lead, PCBs, asbestos, etc.) may be present as documented through CERCLA and Petroleum Program investigations as outlined in online documents that can be accessed easily via links in SMP Tables 2 through 9. Review of existing environmental conditions in the project-specific work areas and implementing proper soil handling, dust control measures, and health and safety plans is important to manage potential risks related to such contaminants.

If areas previously unidentified as having apparent contamination are encountered, work shall cease in that area immediately, and the City and either the Regional Water Board staff (if apparently petroleum-related) or DTSC (if apparently not primarily petroleum-related) shall be contacted (within ten days, unless applicable law requires more immediate reporting). If the nature of encountered conditions is not readily apparent, both the Regional Water Board and DTSC shall be contacted (within ten days, unless applicable law requires more immediate reporting) and their assistance requested in determining further sampling or mitigation. To the extent the Site has not been delisted from the CERCLA NPL, USEPA is to be contacted concurrently with DTSC whenever DTSC must be contacted. Contact information for BCT representatives and the City's CBO is provided in Section 1.5. Further construction in the area shall not proceed until authorized by the regulatory agency or City representative. Materials that trigger these protocols shall be handled pursuant to [Section 4.3.1.2](#).

To minimize down time, samples should be collected immediately and analyzed by a State-certified laboratory for any suspected contaminants. Target analytes should be determined with input from the BCT and the City and shall be based on a review of field evidence, as well as existing information about the area. If the unidentified material proves to be unacceptably contaminated, further actions shall be undertaken consistent with applicable Cal/OSHA rules and regulations, and under proper regulatory oversight.

4.3.3.2 Identification and Management of Unknown Structures

During Intrusive Activities at the Site, pipelines, USTs, sumps, drainage structures, or other previously unidentified subsurface structures might be encountered.

Chapter 6.7 of the California Health and Safety Code governs the removal and remediation of contamination associated with USTs. The Regional Water Board is responsible for oversight of UST removal and any associated remediation activities. In the event that a UST or associated vents or piping are discovered, the Regional Water Board staff shall be contacted and their assistance requested.

Other underground structures shall be assessed as follows:

1. The structure shall be inspected to assess whether it contains any indication of chemical residuals or free-phase liquids other than water. This assessment shall be conducted by the contractor's designated environmental professional, and shall be based on visual evidence and the results of vapor monitoring using a PID, FID, or equivalent. (Except as provided in the site-specific HSP, under no circumstances shall any personnel enter an unknown subsurface structure at any time.) If chemicals are not indicated within the structure by the above-referenced means, the structure may be removed or abandoned in place in a safe manner by the contractor.
2. If liquids are present in the structure, samples shall be collected and submitted to a State-certified laboratory for analysis. Liquids may be temporarily drummed or collected by vacuum truck while analysis is pending. Based on analytical results, the liquids shall be disposed under the direction of the contractor's environmental professional in accordance with all applicable environmental laws and disposal requirements.
3. If solids are present in the structure and contamination is suspected, samples shall be collected and submitted to a State-certified laboratory for analysis. Solids may be temporarily drummed while analysis is pending. Based on analytical results, the solids shall be disposed under the direction of the contractor's environmental professional in accordance with all applicable environmental laws and disposal requirements.
4. If contaminated liquid or solid media are present in the structure, the structure shall be inspected for physical integrity following removal of the contaminated media. The contractor's environmental professional shall document the results of this inspection, including an estimation of the volume and former use of the structure. The structure shall then be excavated and disposed at the direction of the environmental professional.
5. Once the structure is removed, soils adjacent to and beneath the structure shall be assessed for contamination through visual observation and organic vapor analysis and the results documented. If contamination is suspected, soils should be managed as discussed in [Section 4.3.1.2](#).

4.4 RISK MITIGATION EFFORTS TO ADDRESS CONTAMINANTS IN AIR

4.4.1 Construction Emissions Control Measures

Contractors shall implement one or more of the following dust and equipment-exhaust control measures during construction to minimize air pollutant emissions. Successful dust and equipment-exhaust mitigation will accomplish the following goals:

- Reduce the potential for health impacts to construction workers;
- Prevent violations of ambient air quality standards;
- Minimize nuisance dust complaints from site neighbors; and
- Minimize the migration of contaminants adhered to fugitive dust particles outside the site.

4.4.1.1 Specific Emissions Control Measures

Basic emissions control measures to be implemented at the Site during construction are identified in the table below, which is excerpted from the current BAAQMD CEQA Guidelines for construction sites.

http://www.baaqmd.gov/~media/Files/Planning%20and%20Research/CEQA/BAAQMD%20CEQA%20Guidelines_Final_May%202012.ashx?la=en

Table 8-1 Basic Construction Mitigation Measures	
1.	All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2.	All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3.	All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4.	All vehicle speeds on unpaved roads shall be limited to 15 mph.
5.	All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6.	Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7.	All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
8.	Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Additionally, the following mitigation measures will be implemented to supplement the basic emissions control measures from the BAAQMD guidelines.

- Apply water or a soil tackifier on exposed soil surfaces to reduce dust levels if visible dust is being produced;
- Mist or spray water while loading or unloading soil transportation vehicles as needed to prevent dust generation;
- Minimize drop heights when loading transportation vehicles carrying sand, soil, or other loose materials;
- Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent;
- Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

Should the above mitigation efforts prove inadequate to prevent visible dust plumes from leaving the Site, one or more of the following additional dust control measures shall be implemented at the contractor's discretion:

- Loose soil will be brushed off all trucks and equipment, including their tires, and such soil shall be managed per Section 4.3.2.5. Soil adhering to trucks, tires, and equipment shall be washed off prior to leaving the Site, with collection, sampling, analysis, and appropriate treatment/disposal of equipment/tire wash water, and proper soil management of mud and dirt;
- Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. (Wind breaks should have at maximum 50 percent air porosity.);
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 miles per hour; and/or
- The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.

Should these dust control measures prove inadequate to prevent visible dust plumes from leaving the Site, excavation and grading activities shall be suspended until wind speeds diminish.

To further minimize construction equipment exhaust emissions, the following protocols shall be followed:

- Construction equipment shall be stored at the Site, except when not in continuous use;
- Alternative-fueled vehicles and equipment shall be used as practicable;
- Heavy equipment usage shall be restricted to 7 AM to 7 PM from Monday through Friday, and to 8 AM to 5 PM on Saturday, as specified in the City of Alameda Community Noise Ordinance.

Fueling should be conducted using best management measures in a controlled area to prevent and mitigate spills that could impact surface water or groundwater. Workers will use precautions to properly minimize and manage spills during fueling. Fuel storage containers must be in good condition, without leaks. Absorbent material and booms will be on hand and readily available for use. Filter socks, drain guards, and/or drain seals will be placed at storm drains and channels to mitigate spill transport into storm drains. If a small fuel spill occurs, adsorbent materials will be used to remove the material rather than hosing down the spill area. The contractor health and safety plans will also outline emergency response procedures including spill containment.

4.4.1.2 Documentation of Emissions Control Measures

Contractors will be required to record all mitigation activities daily. Logs are to be maintained for 60 days following the completion of construction where mitigation was implemented.

4.4.2 Air Monitoring Plan

In addition to emissions control measures, if the contractor's environmental professional deems an air monitoring plan to be advisable to ensure the health and safety of off-site receptors during construction, a site-specific air monitoring plan will be developed and implemented by or at the direction of the environmental professional.

4.5 RISK MITIGATION EFFORTS TO ADDRESS CONTAMINATION OF SURFACE WATER AND/OR GROUNDWATER

4.5.1 Off-Site Runoff Control

To prevent the migration of soil from the Site into adjacent areas by surface drainage, runoff control measures shall be implemented in accordance with a SWPPP that complies with the SWRCB Construction General Permit. A SWPPP must be prepared by a QSD for each redevelopment project that is constructed at the Site.

4.5.2 Methods to Minimize the Creation of Preferential Flow Pathways

During redevelopment of the Site, trenches will be constructed for the placement of public and private utilities. In general, the depth to groundwater at the Site is between 4 and 8 feet bgs. The following risk management measures apply to trenches constructed below the upper limit of groundwater fluctuation at 4 feet, or below the water table as observed during construction, whichever is shallower. These measures will ensure that trench construction minimizes the migration of impacted groundwater through utility conduits. The measures to mitigate groundwater preferential flow pathways are to be implemented in all trenches that are constructed in a CERCLA or Petroleum Program site having groundwater contamination, an open Petroleum Program site, or other areas where apparent groundwater contamination has been encountered (as described in [Section 4.3.3.1](#)). For CERCLA or Petroleum Program sites where investigations are complete, these measures are not required more than 100 feet from any groundwater contaminant plume.

Mitigation measures include the following:

- Low permeability materials will be placed at 300-foot intervals in the trench to disrupt groundwater flow within the trench backfill.
- Such impediments will also be placed at the intersection of trenches with the CERCLA or Petroleum Program site boundary.
- Several acceptable flow-disruption alternatives exist:
 - Backfilling a 1-foot trench section with a cement and bentonite mixture;

- Installing a clay plug by compacting clay around the utility for a 5-foot trench section; or
- Creating a 1-foot barrier by forming and pouring concrete around the utility.

4.5.3 Dewatering Management Protocols

Dewatering conducted in an open CERCLA or Petroleum Program site having groundwater contamination (Figure 3 and 4) or in areas where apparent contamination has been encountered in groundwater, shall be conducted in compliance with all OSHA rules and regulations, and in accordance with the following guidelines:

- The dewatering system shall be monitored on a continuous, 24-hour basis during dewatering, or be designed with dual redundancy to prevent an overflow of contaminated water from detention structures. For example, tanks shall be equipped with both a high-level and an ultrahigh-level sensor, both of which will shut off influent pumps if tripped.
- All applicable discharge permits shall be obtained and observed.
- Dewatering and treatment residuals, such as tank bottoms and spent granular activated carbon, shall be disposed of in an appropriate manner at the direction of the contractor's environmental professional.
- Prior to dewatering in an open CERCLA or Petroleum Program site having groundwater contamination, the Navy shall be contacted to ensure coordination between proposed dewatering activities and groundwater investigation and remediation activities.
- If existing monitoring wells are located between the dewatering site and known groundwater contaminant plumes, such wells should not be abandoned if they are not located with the construction area. Baseline water levels should be collected at these wells and periodic groundwater level measurements should be conducted during dewatering for comparison to verify that appreciable drawdown, which could affect plume migration, is not occurring. If measured water levels indicate that appreciable drawdown is occurring, existing wells will be sampled for VOC analysis on a 24-hour turnaround basis. The results will be evaluated to assess potential plume migration, and dewatering rates will be adjusted if needed.

[Table 1](#) lists sites with (potential) groundwater contamination at which dewatering management protocols likely would apply. Sites with unrestricted closure on [Tables 10 through 13](#) are not believed to have material contamination of either soil or groundwater. Petroleum Program sites that are not yet closed should be assumed to have both soil and groundwater contamination unless and until existing data and/or further investigation rules out significant contamination of one or both of these media. For CERCLA or Petroleum Program sites where investigations are complete, these measures are not required more than 100 feet from any groundwater plume.

[Table 1](#) identifies sites with links in Tables 2 through 9 to online documents that provide

information about a known or suspected plume(s) of groundwater contamination within 100 feet of each parcel. The documents linked in Tables 2 through 9 discuss in detail: (1) a CERCLA site with groundwater contamination with 100 feet of the parcel, or (2) a Petroleum Program site within 100 feet of the parcel, unless its site closure package documents that no significant groundwater contamination is present. This site association is shown pictorially in Figures 3 and 4. The existence of a groundwater plume within 100 feet of a parcel does not suggest that the plume impacts portions of the parcel that are not within 100 feet of the plume. The SMP user should consult each of the online documents accessible through links in Tables 2 through 9 for the parcel of interest to determine whether groundwater contamination potentially is present within 100 feet of the dewatering activity.

4.5.4 Long-Term Groundwater Monitoring Impacts

Due to the presence of the CERCLA and Petroleum Program sites as shown in Figures 3 and 4, groundwater monitoring at the Site is ongoing. To prevent redevelopment activities at the Site from negatively impacting these activities, the following actions will be taken:

- Prior to Intrusive Activities, monitoring wells will be located and appropriately abandoned or, if they are to be preserved, protected by the installation of an appropriate crash barrier around the wellhead. Examples of appropriate crash barriers include a concrete K-rail triangle around the wellhead, or steel I-beams driven into the ground on four sides of the well.
- Any wells destroyed during redevelopment activities will be replaced following approval by and under the supervision of the Navy.
- Any wells rendered ineffective due to permanent changes in groundwater flow patterns caused by redevelopment activities will be replaced following approval by and under the supervision of the Navy.

5 RISK MANAGEMENT MEASURES TO BE IMPLEMENTED AT THE SITE FOLLOWING REDEVELOPMENT

This section identifies appropriate risk management measures to be implemented at the Site after redevelopment to help ensure that Site occupants are fully protected from residual levels of contaminants that may remain in soil and/or groundwater at the Site.

Implementation of the management measures identified in this section is the responsibility of each owner, lessee, or their delegates with relevant property maintenance experience who have expressly assumed such responsibilities.

5.1 LONG-TERM RESTRICTIONS ON GROUNDWATER USE

Based on high TDS concentrations, shallow groundwater (the water bearing zones located between ground surface and the Yerba Buena Mud Aquitard) beneath the Site is unlikely to be used as a source of drinking water. Well construction guidelines at Alameda Point prohibit the construction of any water well screened for the extraction of water from the shallowest groundwater zone. According to [Alameda County General Ordinance Code](#) Section 6.88.060, “Standards for the construction, repair, reconstruction, destruction, or abandonment of water wells...shall be as set forth in Chapter II of the Department of Water Resources Bulletin No. 74-81, ‘Water Well Standards: State of California,’ Department of Water Resources Bulletin No. 74-90 (supplement to Bulletin 74-81), and any subsequent supplements or revisions thereof...” For example, the Department of Water Resources water-well standards specify that the minimum depth a water-well seal must extend below ground surface is generally 50 feet for community water supply wells and 20 feet for individual domestic wells. Extraction of groundwater for necessary construction dewatering will be permitted following notification of the Regional Water Board and concurrence by the Navy (if required in [Section 4.5.3](#)) that such extraction does not conflict with environmental remediation activities.

For buildings constructed with VI mitigation systems, long-term operation and maintenance will be required to maintain the integrity of the mitigation system. These requirements will be outlined in building-specific operation and maintenance manuals and will include periodic system component inspection and repair procedures, and appropriate agency reporting.

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TABLES

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Table 1. Each Parcel's Zone and Relevant Groundwater Plumes		
Parcel Name	Groundwater Sites Within 100 Feet of Parcel	Zone
ALA-02-EDC	CAA-2	Runway Zone
ALA-03-EDC	CAA-2	
ALA-04-EDC	AST 528; CAA-2; IR-14	
ALA-05-EDC	AST 528; IR-14	
ALA-06-EDC	CAA-2; IR-14	
ALA-16-EDC	none	
ALA-17-EDC	AST 330B	
ALA-18-EDC	none	
ALA-18-EDC	CAA-6; FL-192; FL-35; IR-26	Hangar Zone
ALA-19-EDC	CAA-6; IR-26	
ALA-20-EDC	FL-35; FL-192; IR-26	
ALA-21-EDC	CAA-6; IR-26	
ALA-22-EDC	AST 330B	Runway Zone
ALA-23-EDC	none	Hangar Zone
ALA-24-EDC		
ALA-25-EDC	CAA-B South; CAA-10	
ALA-26-EDC	CAA-10	
ALA-27-EDC	ASTs 623	
ALA-28-EDC	ASTs 623; CAA-12	
ALA-29-EDC	CAA-12	
ALA-30-EDC	CAA-B South	
ALA-31-EDC		
ALA-32-EDC	AST 039; CAA-B South	
ALA-34-EDC	none	Runway Zone
ALA-35-EDC		
ALA-36-EDC	CAA-6	Northeast Zone
ALA-37-EDC	ASTs 173; CAA-7; CAA-8; IR-28; OU-2B	
ALA-38-EDC	none	
ALA-39-EDC	CAA-8	
ALA-40-EDC	CAA-B South	Hangar Zone
ALA-41-EDC	none	
ALA-42-EDC	CAA-11; FL-155C; IR-27; OU-2B; USTs 37-5 to 8; USTs 37-13 to 16; USTs 37-21 & 22	Southeast Zone
ALA-43-EDC	FL-139A; FL-155B; FL-155C; IR-27; USTs 37-13 to 16	
ALA-45-EDC	FL-139A; FL-154; FL-155B; FL-155C; IR-27	
ALA-46-EDC	Bldg 166; FL-139A; FL-155B; IR-27	
ALA-47-EDC	AOC 1; AOC 3; AOC 5; Bldg 166; CAA-4B; CAA-9A; CAA-13; Defueling Area 530; FL-162, 3A, & 5; IR9 Bldg 410; IR-9; IR-13; IR-27	

Table 1. Each Parcel's Zone and Relevant Groundwater Plumes			
Parcel Name	Groundwater Sites Within 100 Feet of Parcel	Zone	
ALA-48-EDC	AOC 1; AOC 5; CAA-9A; FL-162, 3A, & 5		
ALA-49-EDC			
ALA-50-EDC			
ALA-51-EDC			Bldg 166; IR-27
ALA-52-EDC			CAA-13; IR9 Bldg 410; IR-9; IR-13
ALA-53-EDC			
ALA-54-EDC	AOC 3		
ALA-55-EDC	none	Northeast Zone	
ALA-56-EDC	CAA-B South; CAA-3A; FL-127	Southeast Zone	
ALA-57-EDC	none	Northeast Zone	
ALA-58-EDC	IR-28		
ALA-59-EDC	none		
ALA-60-EDC	CAA-7; USTs 459-1 to 6		
ALA-61-EDC	ASTs 173A, B, & C		
ALA-62-EDC	CAA-4B; CAA-13; IR-13		Southeast Zone
ALA-63-EDC	CAA-4C; CAA-13; IR-13; USTs 547-1, 2, & 3		
ALA-64-EDC	AOC 397; CAA-4C; CAA-13; IR-13; IR-19		
ALA-65-EDC	AOC 397; CAA-13; IR-13; TRW		
ALA-66-EDC	CAA-13; Defueling Area 530; IR-13; TRW		
ALA-67-EDC	CAA-13; Defueling Area 530; IR9 Bldg 410; IR-9; IR-13; TRW		
ALA-70-EDC	ASTs 398; CAA-3A; M-07; NADEP GAP 45	Northeast Zone	
ALA-71-EDC	ASTs 398; CAA-3A, 3B, & 3C; M-07; NADEP GAP 45; OU-2B; USTs 97		
ALA-72-EDC	ASTs 398; CAA-3A, B, & C; USTs 97		
ALA-73-EDC	CAA-11	Southeast Zone	
ALA-74-EDC	CAA-9A; NAS GAP 04/SWMU 584; USTs 584		
ALA-75-EDC	CAA-13; IR-16		
ALA-76-EDC	CAA-13		
ALA-77-EDC	IR-16		

Table 2. Open Sites in the Southeast Zone

Site Name	Link to Regulatory Agency Website
AOC 1 (EDC-17)	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192073
AOC 3 (EDC-12)	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001387
AOC 5 (EDC-12)	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000003029
AOC 397	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001375
ASTs 530B & C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000000335
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001447
Bldg 166	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001445
CAA-4B	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004845
CAA-4C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004846
CAA-9A	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004854
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192072
CAA-11A	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004856
CAA-11B	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004857
CAA-13	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004872
Defueling Area 530	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001447
FL-139A	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001438
FL-154	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001411
FL-155B	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001413
FL-155C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001414
FL-165	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001419
FL-202	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001429
IR 9 Bldg 410	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000003457
NAS GAP 04 SWMU 584	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001437
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	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192072
OU-2A (IR-13)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000003
OU-6 (IR-27)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000011
TRW (CAA-13)	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001441
USTs 37-5 to 8	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592054

Table 2. Open Sites in the Southeast Zone

Site Name	Link to Regulatory Agency Website
USTs 37-13 to -16	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0609592056
USTs 37-21 & -22	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192058
USTs 547-1, -2, & -3	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192071
USTs 584-1 & -2	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004854 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192072

Table 3. Closed Sites in the Southeast Zone

Site Name	Link to Regulatory Agency Website
ASTs 324 to 328	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001394 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001395 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001396 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001397 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001398
AST 338-D4	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001400
AST 530A	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001422 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001447 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004872
ASTs 598A, B, & C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001460 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001461 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001462 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004857
AST 620	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001426
FL-125	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004393
FL-126	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004394
FL-139	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004537 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004857
FL-140	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004723
FL-140A	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004723

Table 3. Closed Sites in the Southeast Zone

Site Name	Link to Regulatory Agency Website
FL-142	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004399
FL-157	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004357
FL-163	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001401
OU-1 (IR-16)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000002
OU-2A (IR-9, -19, -22, & -23)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000003
OWS 530	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001450
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001447
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004872
OWS 547	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001451
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004846
USTs 37-9 to -12	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592055
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004857
UST 616-1 & -2	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001458
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004845

Table 4. Open Sites in the Northeast Zone

Site Name	Link to Regulatory Agency Website
ASTs 173A, B, & C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001391
ASTs 398-1, 2 & 3	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001408
CAA-3A, B, & C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004840
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004841
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004843
CAA-7	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004850
CAA-8	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004852
OU-4C (IR-28)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000009
M-07	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001433
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004840
NADEP GAP 45	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001434
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004840
UST 97-A, B, D, & E	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001424
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001431
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001432
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001453
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004843
USTs 459-1 to 6	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192068
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004850

Table 5. Closed Sites in the Northeast Zone

Site Name	Link to Regulatory Agency Website
AOC 23	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004347
AST 016	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001381
AST 152	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001390
AST 176	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001392

Table 5. Closed Sites in the Northeast Zone

Site Name	Link to Regulatory Agency Website
AST 392	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001407
FL-127	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004395
IR-35	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&site_id=2002611
OU-1 (IR-7 & -8)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000002
OU-2B (IR-3)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000004
UST 1-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592044
UST 7-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001454
USTs 13-1 to 5	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0604192027
UST 97-C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192059 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004843
UST 117-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592043
USTs 173-1, 2, & 3	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0607592031
USTs 271-AV1 & 2	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592032
UST 392-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592034
UST 393	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192075
USTs 398-1 & 2	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192065 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004840
USTs 459-7 & 8	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192069 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004850
UST 506-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592040

Table 6. Open Sites in the Hangar Zone

Site Name	Link to Regulatory Agency Website
AST 039	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001388
AST 623A & E	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001427 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001428
CAA-6	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004849
CAA-10	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004882

Table 6. Open Sites in the Hangar Zone

Site Name	Link to Regulatory Agency Website
CAA-B South	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004902
FL-035	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004655
FL-192	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004655
OU-2C (drain lines)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&site_id=2010273
OU-4C (IR-26)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&site_id=2002637

Table 7. Closed Sites in the Hangar Zone

Site Name	Link to Regulatory Agency Website
AST 008	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001376
ASTs 019A, B, & C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001382
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001383
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004882
AST 021B	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001384
AST 029	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001385
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004871
AST 494	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001417
AST 540	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001423
CAA-C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004875
FL-032	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004350
FL-191	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004349
OU-2C (Storm Drain Line G – partial, after transfer to the City of Alameda)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000005
UST 39-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592042
UST 40-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0604192028
UST 491-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192070
	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004882

Table 8. Open Sites in the Runway Zone	
Site Name	Link to Regulatory Agency Website
AST 330B	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000003624
AST 528	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001421
CAA-02	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004881
OU-1 (IR-15)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000002 http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=3000955

Table 9. Closed Sites in the Runway Zone	
Site Name	Link to Regulatory Agency Website
AOC 23G	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001374
AST 179	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001393
AST 330A	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001399
AST 331	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001508 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004874
ASTs 344A to D	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001402 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000005630 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000005632 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000005633
ASTs 345A, B, & C	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001403 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000005671 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000005672
ASTs 511A & B	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001420 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004654
CAA-14	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004874
CAA-A	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004876
IR-34	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&site_id=2002610
OU-1 (IR-14)	http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=1000002 http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01970005&ou_id=3000955

Table 9. Closed Sites in the Runway Zone

Site Name	Link to Regulatory Agency Website
Unknown 1 & 2 IR-34	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001379 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001389
UST 357 FS-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192062 http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004881
USTs 374-1 & 2	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0600192064
UST 374P-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592033
UST 473-1	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0608592039

Table 10. Status of Environmental Sites in the Hangar Zone

Parcel	Site Name	Site Status
ALA-18-EDC	FL-035	Petroleum: open
	IR-26	CERCLA: OPS, restricted; CoCs: groundwater – cis-1,2-DCE, TCE, vinyl chloride; soil – none
ALA-19-EDC	CAA-6	Petroleum: open
ALA-20-EDC	IR-26	CERCLA: closed, unrestricted; CoCs: groundwater – cis-1,2-DCE, TCE, vinyl chloride; soil – none
	AST 021B	Petroleum: closed, unrestricted
	FL-191	
	FL-192	Petroleum: open
ALA-21-EDC	IR-26	CERCLA: OPS, restricted; affected groundwater; CoCs: groundwater – cis-1,2-DCE, TCE, vinyl chloride; soil – none
ALA-23-EDC		CERCLA: closed, unrestricted; CoCs: groundwater – cis-1,2-DCE, TCE, vinyl chloride; soil – none
	FL-032	Petroleum: closed
ALA-24-EDC	IR-26	CERCLA: closed, unrestricted; CoCs: groundwater – cis-1,2-DCE, TCE, vinyl chloride; soil – none
	AST 540	Petroleum: closed; unrestricted
	CAA-C	

Table 10. Status of Environmental Sites in the Hangar Zone		
Parcel	Site Name	Site Status
ALA-25-EDC	IR-26	CERCLA: closed, unrestricted; CoCs: groundwater – cis-1,2-DCE, TCE, vinyl chloride; soil – none
ALA-26-EDC	CAA-10 (ASTs 019A to C & UST 491-1)	Petroleum: CAA-10 is open, but tanks are closed, restricted; affected soil & groundwater
ALA-27-EDC	none	
ALA-28-EDC	AST 494	Petroleum: closed, unrestricted
	AST 623A	Petroleum: open
	AST 623E	
ALA-29-EDC	CAA-12	Petroleum: closed, unrestricted
	AST 029	
ALA-30-EDC	CAA-B South	Petroleum: open
ALA-31-EDC	IR-35	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – heptachlor, lead
ALA-32-EDC	AST 039	Petroleum: open
	CAA-B South	
	UST 39-1	Petroleum: closed
ALA-40-EDC	IR-35	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – heptachlor, lead
	UST 40-1	Petroleum: closed, unrestricted
	CAA-B South	Petroleum: open
ALA-41-EDC	IR-35	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – heptachlor, lead
	AST 008	Petroleum: closed; unrestricted
ALA-78-EDC	OU-2C, SD G	CERCLA: closed, unrestricted (pending); CoCs: groundwater – none; soil – radium-226

Table 11. Status of Environmental Sites in the Northeast Zone		
Parcel	Site Name	Site Status
ALA-36-EDC	IR-35	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – heptachlor, lead
ALA-37-EDC		

Table 11. Status of Environmental Sites in the Northeast Zone

Parcel	Site Name	Site Status	
	AST 392		
	UST 1-1		
	UST 7-1		
	USTs 13-1 to 5		
	UST 117-1		
	USTs 271-AV1 & 2		
	UST 392-1		
	UST 393		
UST 411-1			
ALA-38-EDC	IR-35	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – heptachlor, lead	
	AST 016	Petroleum: closed, unrestricted	
ALA-39-EDC	IR-8	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – lead, dieldrin, Aroclor-1254, Aroclor-1260, total PCBs	
	CAA-8	Petroleum: open	
ALA-55-EDC	IR-35	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – heptachlor, lead	
ALA-57-EDC		AOC 23	Petroleum: closed, unrestricted
		OWS 067	Petroleum: closed (after CRUP finalized), restricted; affected soil
ALA-58-EDC	IR-28	CERCLA: OPS, restricted; affected soil & groundwater; CoCs: groundwater – copper; soil – arsenic, lead, PAHs	
ALA-59-EDC	IR-35	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – heptachlor, lead	
	AST 152	Petroleum: closed, unrestricted	
ALA-60-EDC	IR-7	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – arsenic, cadmium, lead	
	USTs 459-7 & 8	Petroleum: closed, unrestricted	
	UST 506-1		
	CAA-7	Petroleum: open	
USTs 459-1 to 6			
ALA-61-EDC	IR-35	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – heptachlor, lead	
	ASTs 173A, B, & C	Petroleum: open	

Table 11. Status of Environmental Sites in the Northeast Zone

Parcel	Site Name	Site Status
	USTs 173-1 to -3	Petroleum: closed, unrestricted
ALA-70-EDC	OU-2B (IR-3)	CERCLA: closed, restricted; CoCs: groundwater – 10 VOCs; soil – cobalt, lead
	AOC 23	Petroleum: closed, unrestricted
	USTs 398-1 & 2	
	ASTs 398-1, 2, & 3	Petroleum: open
	M-07	
	NADEP GAP 45	
	CAA-3A	
CAA-3B		
ALA-71-EDC	CAA-3C	Petroleum: closed, unrestricted
	USTs 97-A, B, D, & E	
	FL-127	
	UST 97-C	
ALA-72-EDC	OU-2B (IR-3)	CERCLA: closed, restricted; CoCs: groundwater – 10 VOCs; soil – cobalt, lead
		CERCLA: closed, unrestricted; CoCs: groundwater – 10 VOCs; soil – cobalt, lead

Table 12. Status of Environmental Sites in the Runway Zone

Parcel	Site Name	Site Status
ALA-02-EDC	CAA-2	Petroleum: open
	UST 357 FS-1	Petroleum: closed, restricted
ALA-03-EDC	IR-14	CERCLA: OPS, restricted; affected groundwater; CoCs: groundwater – vinyl chloride; soil – none
	AST 357A	
ALA-04-EDC	AST 179	Petroleum: closed, unrestricted
ALA-05-EDC	IR-14	CERCLA: OPS, restricted; affected groundwater; CoCs: groundwater – vinyl chloride; soil – none
	AST 528	
ALA-06-EDC	USTs 374-1 & 2	Petroleum: closed, unrestricted
	UST 374P-1	
ALA-16-EDC	CAA-A	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – none
ALA-17-EDC	ASTs 345A, B, & C	
	ASTs 511A & B	
	UST 473-1	
ALA-18-EDC	IR-15	Petroleum: closed, unrestricted
	CAA-A	
ALA-22-EDC	AST 330A	Petroleum: open
	AST 330B	
	AST 331	Petroleum: closed, unrestricted
	ASTs 344A to D	
	CAA-14	
	Unknown 1 & 2 – IR-34	
IR-34	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – 1,4 DCB, arsenic, lead, dieldrin, PCBs, heptachlor epoxide	
ALA-34-EDC	AOC 23G	Petroleum: closed, unrestricted

Table 13. Status of Environmental Sites in the Southeast Zone

Parcel	Site Name	Site Status
ALA-42-EDC	ASTs 598A, B, & C	Petroleum: closed, unrestricted
	FL-139	
	FL-140	
	FL-140A	
	USTs 37-9 to 12	
	CAA-11A	Petroleum: open
	CAA-11B	
	FL-155C	
	USTs 37-5 to 8	
USTs 37-21 & 22		
ALA-43-EDC	IR-27	CERCLA: OPS, restricted; affected groundwater; CoCs: groundwater – chlorinated VOCs, including vinyl chloride, TCE, and PCE; soil – none
	CAA-11B	Petroleum: open
	FL-155C	
	USTs 37-13 to 16	
	FL-139	Petroleum: closed, unrestricted
ALA-45-EDC	IR-27	CERCLA: OPS, restricted; affected groundwater; CoCs: groundwater – chlorinated VOCs, including vinyl chloride, TCE, and PCE; soil – none
	FL-139A	Petroleum: open
	FL-154	
	FL-155B	
	FL-139	Petroleum: closed, unrestricted
ALA-46-EDC	IR-27	CERCLA: OPS, restricted; affected groundwater; CoCs: groundwater – chlorinated VOCs, including vinyl chloride, TCE, and PCE; soil – none
ALA-47-EDC	IR-27	CERCLA: OPS, unrestricted; CoCs: groundwater – chlorinated VOCs, including vinyl chloride, TCE, and PCE; soil – none
	UST 340-1	Petroleum: closed, unrestricted
	AOC 1 (EDC-17)	Petroleum: open
	Bldg 166	

Table 13. Status of Environmental Sites in the Southeast Zone

Parcel	Site Name	Site Status
ALA-48-EDC	AOC 5 (EDC-12)	
ALA-49-EDC	FL-163	Petroleum: closed, unrestricted
	AOC 1 (EDC-17)	Petroleum: open
FL-165		
ALA-50-EDC	CAA-9A	
	NAS GAP 04/SWMU 584	
	USTs 584-1 & 2	
FL-202		
ALA-51-EDC	IR-27	CERCLA: OPS, unrestricted; CoCs: groundwater – chlorinated VOCs, including vinyl chloride, TCE, and PCE; soil – none
	Bldg 166	Petroleum: open
ALA-52-EDC	IR-9	CERCLA: closed, restricted; CoCs: groundwater – 1,2,3-TCP, vinyl chloride, 1,1-DCA, cis-2,1-DCE, benzene, MTBE, and 1,1-DCE; soil – none
ALA-53-EDC		
ALA-54-EDC	IR9 Bldg 410	Petroleum: open
	AOC 3 (EDC-12)	Petroleum: closed, unrestricted
ALA-56-EDC	AST 620	
FL-125		
ALA-56-EDC	FL-126	
ALA-62-EDC	IR-19	CERCLA: closed, restricted; CoCs: groundwater – vinyl chloride, TCE, and PCE; soil – none
	FL-142	Petroleum: closed, unrestricted
	UST 616-1 & -2	
	CAA-13	Petroleum: open
CAA-4B		
ALA-63-EDC	IR-22	CERCLA: closed, unrestricted
	OWS 547	Petroleum: closed, unrestricted
	CAA-4C	Petroleum: open
	USTs 547-1, -2, & -3	

Table 13. Status of Environmental Sites in the Southeast Zone

Parcel	Site Name	Site Status
ALA-64-EDC	IR-13	CERCLA: closed, restricted; affected groundwater; CoCs: groundwater – benzene, ethylbenzene, toluene, and total xylene; soil – none
	IR-19	CERCLA: closed, restricted; affected groundwater; CoCs: groundwater – vinyl chloride, TCE, and PCE; soil – none
	ASTs 324 to 328	Petroleum: closed, unrestricted
	AOC 397	Petroleum: open
CAA-13		
AOC 397		
ALA-65-EDC	TRW	Petroleum: closed, unrestricted
	ASTs 327 & 328	
	IR-13	CERCLA: closed, restricted; affected groundwater; CoCs: groundwater – benzene, ethylbenzene, toluene, and total xylene; soil – none
	CAA-13	Petroleum: open
TRW		
ALA-66-EDC	IR-23	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – none
	AST 530A	Petroleum: closed, unrestricted
OWS 530		
ALA-67-EDC	ASTs 530B & C	Petroleum: open
	Defueling Area 530	
	CAA-13	
ALA-73-EDC	AOC 1 (EDC-12)	CERCLA: closed, unrestricted; CoCs: groundwater – none; soil – none
ALA-74-EDC	AOC 6 (EDC-12)	
	CAA-9A	Petroleum: open
ALA-75-EDC	OU-1 (IR-16)	CERLCA: closed restricted; CoCs: cis-1,2-DCE, PCE, TCE, vinyl chloride; soil – none
ALA-76-EDC		CERLCA: closed unrestricted; CoCs: cis-1,2-DCE, PCE, TCE, vinyl chloride; soil – none
	AST 338-D4	Petroleum: closed, unrestricted

Table 13. Status of Environmental Sites in the Southeast Zone

Parcel	Site Name	Site Status
ALA-77-EDC	CAA-9B	
	OU-1 (IR-16)	CERLCA: closed restricted; CoCs: cis-1,2-DCE, PCE, TCE, vinyl chloride; soil – none

Table 14. Soil Preliminary Remediation Criteria		
Chemical	Residential^(a) (mg/kg)	Nonresidential^(a) (mg/kg)
<i>Volatile Organic Compounds</i>		
Benzene	1.1	5.6
Toluene	930	930
Ethylbenzene	5.7	29
Xylenes	300	300
MTBE	39	190
1,2-DCA	0.45	2.2
<i>Metals</i>		
Lead	TBD ^(e)	800
<i>Polycyclic Aromatic Hydrocarbons</i>		
Acenaphthene	3,400	33,000
Acenaphthylene	3,400 ^(f)	33,000 ^(f)
Anthracene	17,000	170,000
Benzo(a)anthracene	0.15 ^(k)	2.1
Benzo(b)fluoranthene	0.15 ^(k)	2.1
Benzo(k)fluoranthene	0.38 ^(l)	1.3 ^(l)
Benzo(a)pyrene	0.15 ^(k)	0.21
Benzo(g,h,i)perylene	1,700 ^(g)	17,000 ^(g)
Chrysene	3.8 ^{(k), (l)}	13 ^{(k), (l)}
Dibenz(a,h)anthracene	0.15 ^(k)	0.21
Fluoranthene	2,300	22,000
Fluorene	2,300	22,000
Indeno(1,2,3-cd)pyrene	0.15 ^(k)	2.1
1-methylnaphthalene	22	99
2-methylnaphthalene	310	4100
Naphthalene	3.9	20
Pyrene	1,700	17,000
<i>Total Petroleum Hydrocarbons</i>		
Gasoline	950 ⁽ⁱ⁾	4,333 ⁽ⁱ⁾
Diesel/Jet Fuel	429 ⁽ⁱ⁾	1,914 ⁽ⁱ⁾
Motor Oil	600	2,680

Table 14. Soil Preliminary Remediation Criteria – footnotes

(from PRC Tech Memo [Battelle, 2009])

“-“ indicates that there is no value available.

(a) Residential and non-residential PRCs in soil have been updated to be consistent with U.S. EPA RSLs issued in April 2009 (<http://www.epa.gov/region09/superfund/prg/index.html>), unless otherwise indicated.

(e) A residential soil lead PRC of 319 mg/kg was derived using LeadSpread 7 (Cal/EPA, 2000) in Attachment 2 and includes the homegrown produce exposure pathway and incorporates site-specific characteristics of Alameda Point. However, the regulatory agencies have expressed some concern regarding potential inconsistencies that could be created with residential soil remedial goals for lead that have been applied on CERCLA remedial actions at Alameda Point. At the time of the printing of this tech memo the California DTSC suggests the use of a residential soil lead PRC of 150 mg/kg, but also indicates that they are conducting additional evaluations. The Navy has decided to leave the residential soil lead PRC as “TBD” until additional information is available from DTSC’s review, and a consensus can be reached with the regulatory agencies.

(f) Because a RSL is not available for acenaphthylene, the RSL for acenaphthene is used as a surrogate.

(g) Because a RSL is not available for benzo(g,h,i)perylene, the RSL for pyrene is used as a surrogate.

(i) TPH soil PRCs have been updated based on the calculations described in Attachment 3.

(k) These PRCs are less than the comparable ESLs from Water Board, 2008 based on different exposure assumptions and have been incorporated into the ESL screening criteria listed in Table 2. For instance, the ESLs in Table 2 consider adult-only consumption for tap water, whereas the USEPA RSL incorporates exposure to an adult and child (i.e., weighted adjustment of exposure factors).

(l) PRCs set at the values recommended in DTSC HHRA Note No. 3 dated May 6, 2009 instead of U.S. EPA RSLs issued in April 2009.

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FIGURES

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VICINITY MAP
NOT TO SCALE

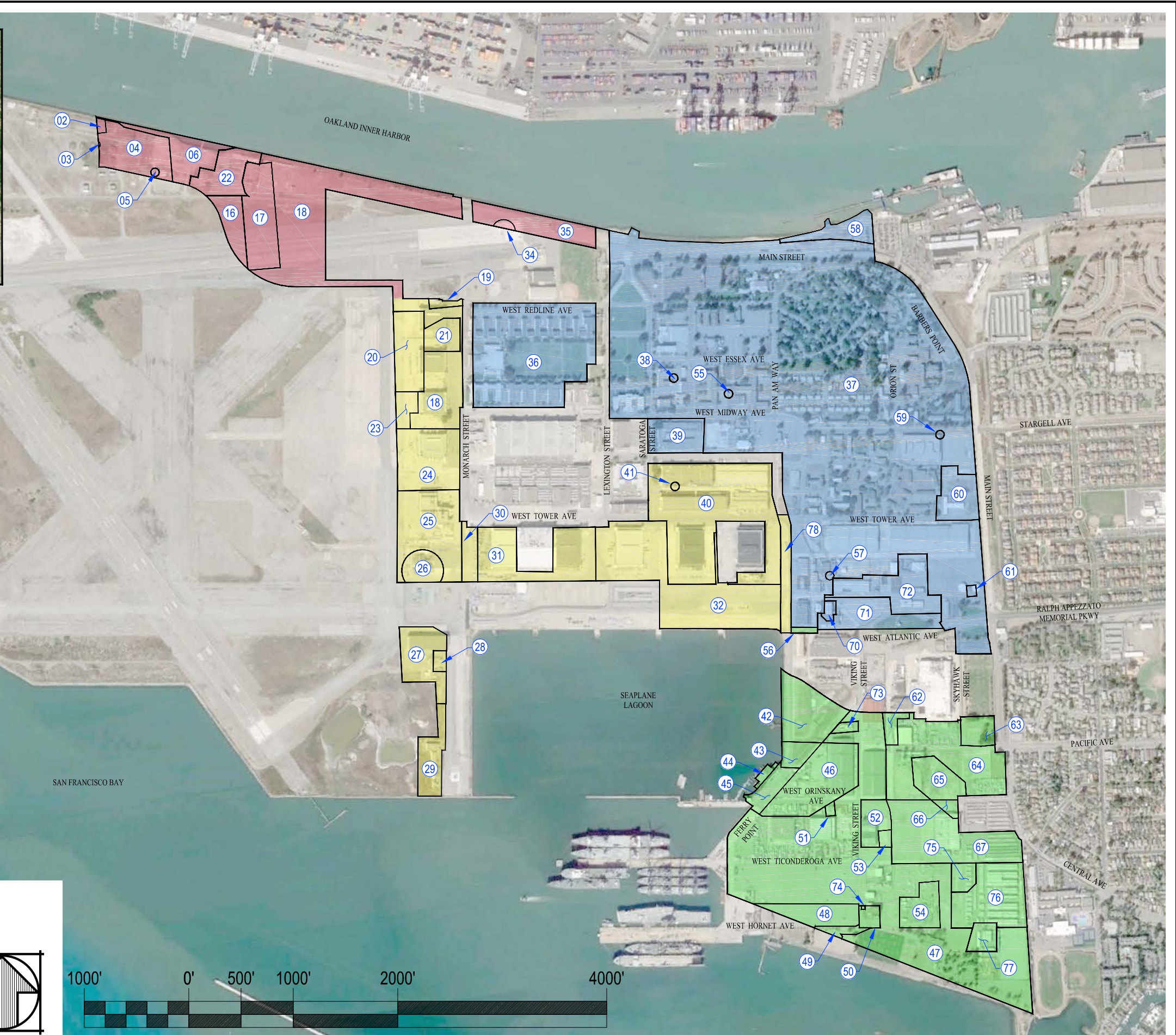
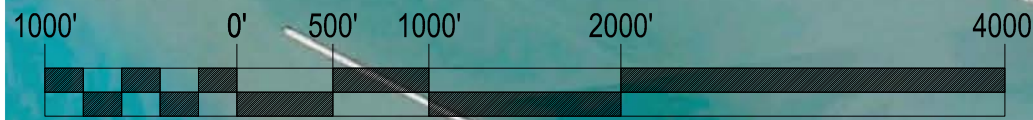
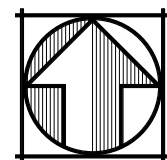
LEGEND

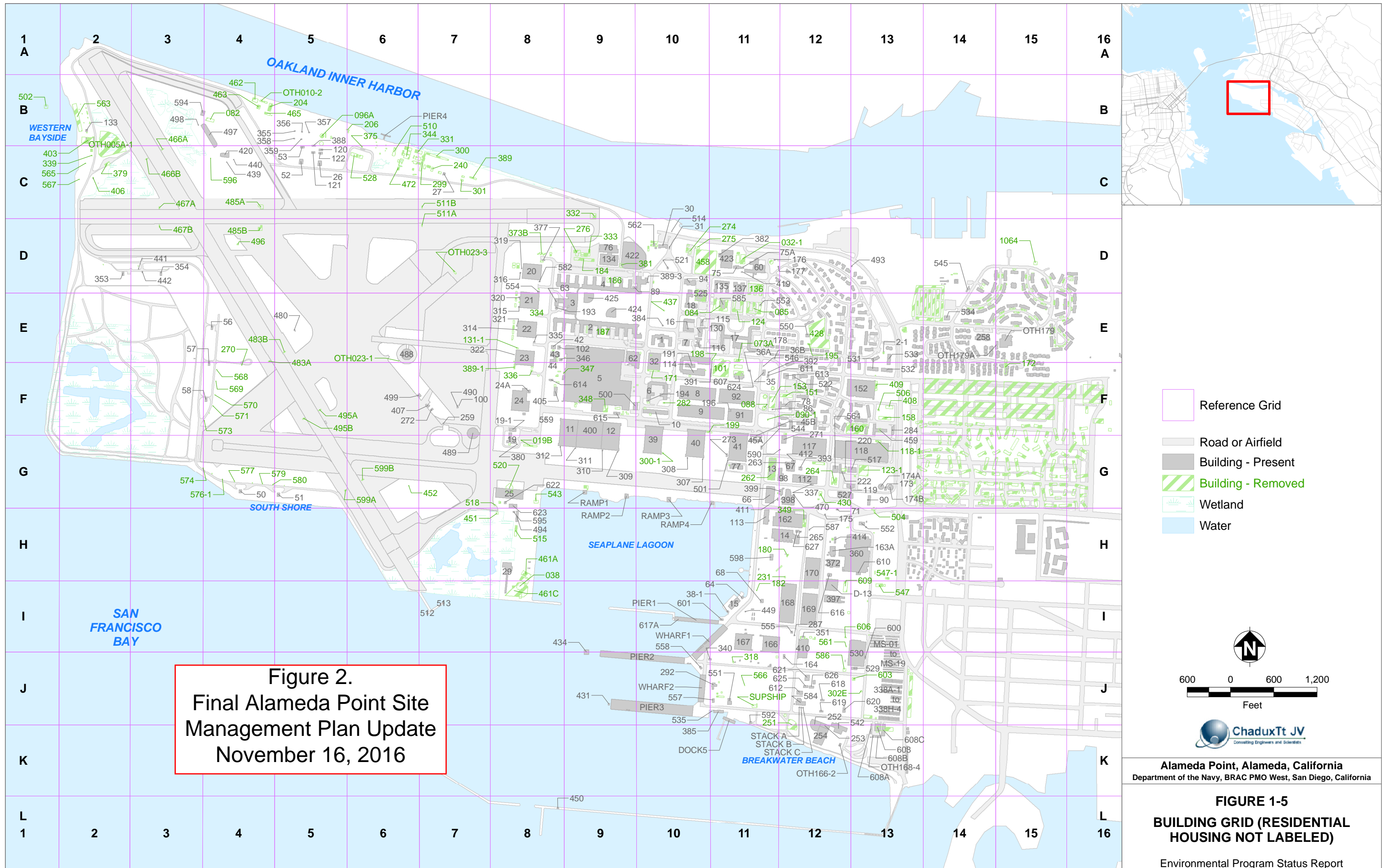
- RUNWAY ZONE
- HANGAR ZONE
- NORTHEAST ZONE
- SOUTHEAST ZONE
- 20 CONVEYANCE PARCELS (ALA-##-EDC)

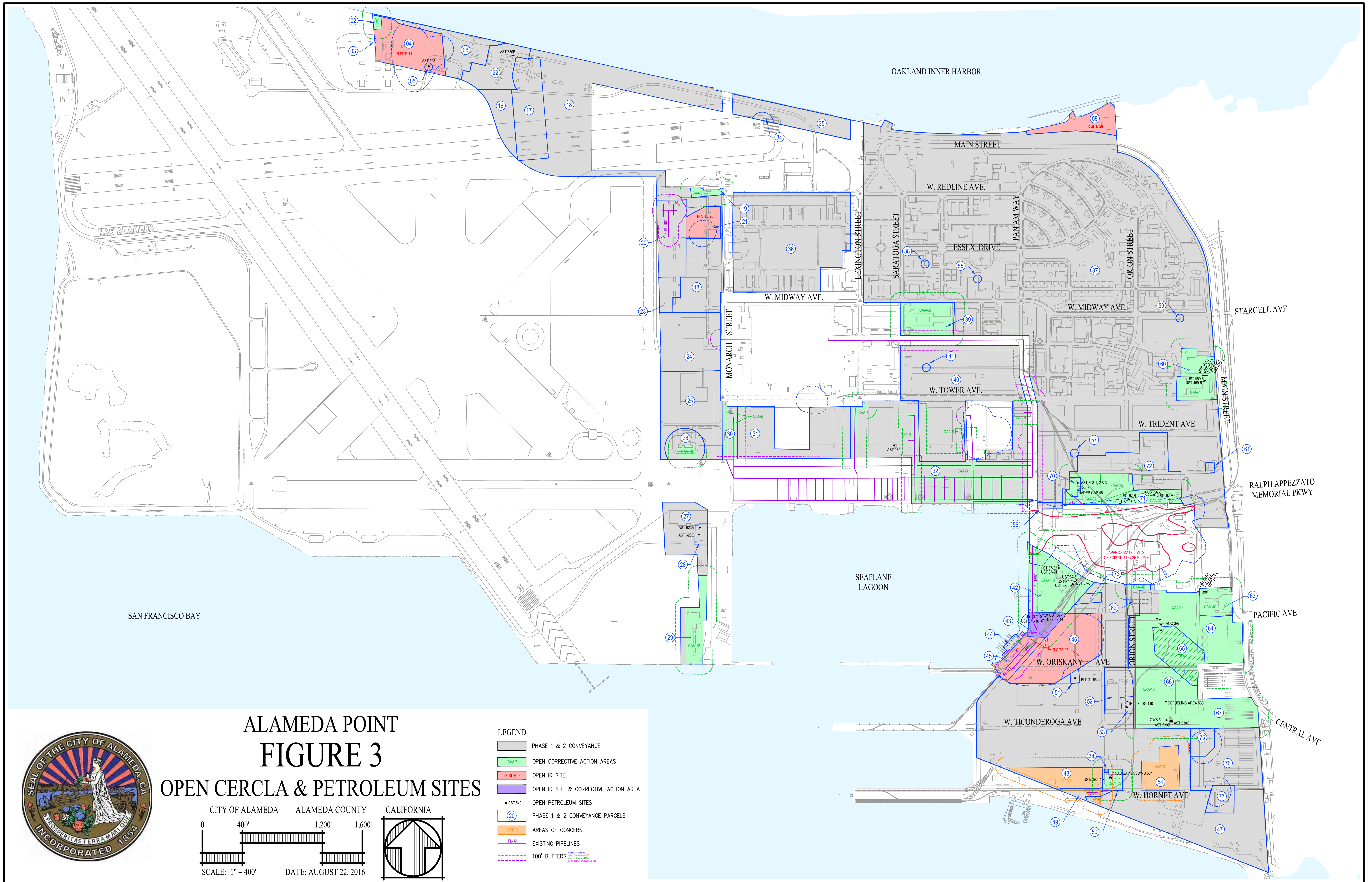


ALAMEDA POINT FIGURE 1 SMP ZONES

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
DATE: AUGUST 10, 2016 SCALE: 1" = 1,000'

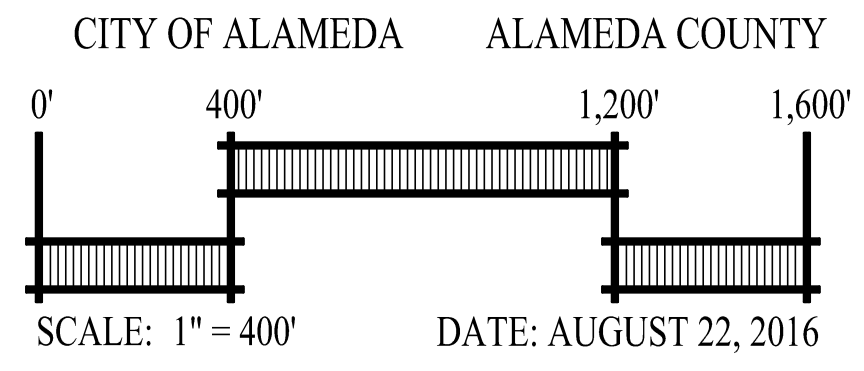






ALAMEDA POINT FIGURE 3 OPEN CERCLA & PETROLEUM SITES

- LEGEND**
- PHASE 1 & 2 CONVEYANCE
 - OPEN CORRECTIVE ACTION AREAS
 - OPEN IR SITE
 - OPEN IR SITE & CORRECTIVE ACTION AREA
 - OPEN PETROLEUM SITES
 - PHASE 1 & 2 CONVEYANCE PARCELS
 - AREAS OF CONCERN
 - EXISTING PIPELINES
 - 100' BUFFERS



Explanation:

- Corrective Action Areas
- CERCLA Program IR Sites
Site number is in blue circle
- "Open" Petroleum Sites
- AST
- UST
- OWS
- SWMU
- GAP
- AOC
- TC
- Fuel Line
- Present
- - - Removed
- - - Abandoned
- Storm Drain
- In Service
- - - Blocked
- - - Outfall
- Buildings
- Present
- Former

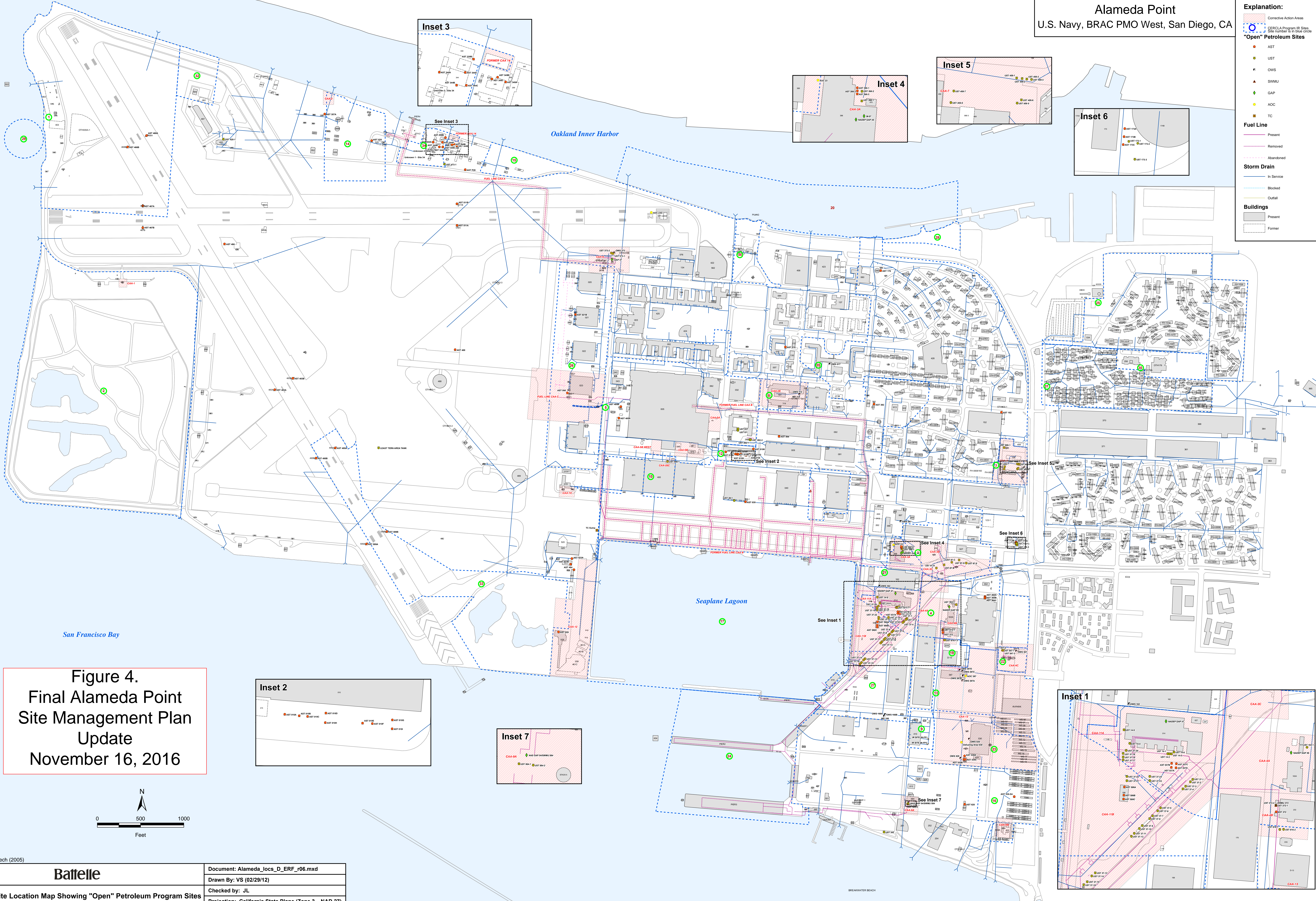


Figure 4.
Final Alameda Point
Site Management Plan
Update
November 16, 2016

Figure 3-2. Site Location Map Showing "Open" Petroleum Program Sites

APPENDIX A: MARSH CRUST ORDINANCE

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CITY OF ALAMEDA
ALAMEDA POINT

CITY OF ALAMEDA ORDINANCE NO. 2824
New Series

AMENDING THE ALAMEDA MUNICIPAL CODE BY AMENDING CHAPTER XIII (BUILDING AND HOUSING) BY ADDING A NEW SECTION 13-56 (EXCAVATION INTO THE MARSH CRUST/SUBTIDAL ZONE AT THE FORMER NAVAL AIR STATION ALAMEDA AND FLEET INDUSTRIAL SUPPLY CENTER, ALAMEDA ANNEX AND FACILITY) TO ARTICLE XVII (PITS, WELLS AND EXCAVATIONS)

WHEREAS, the marshlands and near shore areas once located adjacent to the island of Alameda were filled with dredge material between approximately 1900 and 1940; and

WHEREAS, the marsh crust, and the subtidal zone extending from it, is a horizon that is identifiable in the subsurface (the interface at the bottom of the fill material) which contains remnants of grasses and other intertidal and subtidal features; and

WHEREAS, the marsh crust/subtidal zone also contains, at least locally, elevated levels of petroleum-related substances, such as semi-volatile organic compounds, which substances may pose an unacceptable risk to human health and the environment if excavated in marsh crust/subtidal zone materials, brought to the ground surface and handled in an uncontrolled manner; and

WHEREAS, proper handling, storage and disposal of materials excavated from the marsh crust/subtidal zone, pursuant to state and federal hazardous materials laws, will help eliminate unacceptable exposures and risks to human health and the environment; and

WHEREAS, the Draft Base-wide Focused Feasibility Study for the Former Subtidal Area and Marsh Crust and Ground Water (U.S. Navy, February 20, 1999) recommends implementation by the City of an institutional control, such as an excavation ordinance, as a remedial action related to the cleanup by the United States Navy of Naval Air Station Alameda and the Fleet Industrial Supply Center, Alameda Annex and Facility, which closed military installations are anticipated to be transferred to the City; and

WHEREAS, it can be seen with a certainty that adoption of a permitting program by the City that requires proper handling, storage and disposal, pursuant to existing state and federal hazardous materials laws, of materials excavated from the marsh crust/subtidal zone will not involve or require any physical activities other than optional testing of excavated materials and, therefore, is exempt from the California Environmental Quality Act pursuant to California Code of Regulations, title 14, section 15061(b)(3) because there is no possibility that the enactment of the ordinance may have a significant effect on the environment.

Approved as to Form
CITY ATTORNEY

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Alameda that:

Section 1. The Alameda Municipal Code is hereby amended by adding a new Section 13-56 (Excavation Into the Marsh Crust/Subtidal Zone at the Former Naval Air Station Alameda and Fleet Industrial Supply Center) to Article XVII (Pits, Wells and Excavations) of Chapter XIII (Building and Housing) thereof to read:

13-56 EXCAVATION INTO THE MARSH CRUST/SUBTIDAL ZONE AT THE FORMER NAVAL AIR STATION ALAMEDA AND FLEET INDUSTRIAL SUPPLY CENTER, ALAMEDA ANNEX AND FACILITY.

13-56.1 DEFINITIONS.

For purposes of this Section 13-56 the following definitions shall apply:

Bay shall mean San Francisco Bay, including the Oakland Estuary and the Oakland Inner Harbor.

DTSC shall mean the California Environmental Protection Agency, Department of Toxic Substances Control.

Earth material shall mean any rock, natural soil or fill or any combination thereof.

Excavation shall mean the mechanical removal of earth material.

Hazardous materials, as defined in California Health and Safety Code sections 25260(d) and 25501(k), shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant or potential hazard to human health and safety, or to the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste and any material which a handler or the administering agency has reasonable basis for believing would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

Marsh crust shall mean the underground layer that is the remnant of the tidal marsh that existed along the shoreline of Alameda Island before filling to create additional dry land. In many places, this layer contains substances from former industrial discharges that were retained in the historic marsh before filling.

Subtidal zone shall mean the underground layer that is the pre-filling Bay floor extension of the historic marsh. Together, the marsh crust and the subtidal zone constitute a single, continuous, underground layer that extends Bayward of the original mean higher high tide line of Alameda Island, before filling, throughout the area that was filled.

Threshold depth shall mean the depth below which a permit is required by this Section 13-56. The threshold depth is conservatively identified with the elevation above which there is little likelihood that substances from the historic marsh or Bay floor would have mixed during filling, including a margin of safety above the elevation of the historic marsh surface or subtidal zone. In no event will the threshold depth be above mean higher high water.

13-56.2 Permit Required.

- a. It shall be unlawful for any person, including utility companies and their employees and contractors, to excavate below a threshold depth above the marsh crust/subtidal zone within the area of the former Naval Air Station Alameda and Fleet and Industrial Supply Center, Alameda Annex and Facility, as depicted in Exhibit A, hereto, without first obtaining a permit in writing from the Chief Building Official.
- b. All excavation below the threshold depth in the area subject to this Section 13-56 shall be performed solely in accordance with the permit as approved and issued by the City.

13-56.3 Depth of Excavation Subject to Permit Requirement.

The Chief Building Official shall establish a threshold depth, consistent with DTSC's remedial decision documents pertaining to the marsh crust/subtidal zone, below which a permit shall be required for excavation pursuant to this Section 13-56. The threshold depth may vary by location. The Chief Building Official shall publish a map depicting the parcels and threshold depths for which a permit is required under this Section 13-56. The Chief Building Official may update the map, consistent with DTSC's remedial decision documents pertaining to the marsh crust/subtidal zone, as necessary to incorporate any new information concerning the depth of the marsh crust/subtidal zone received by the City since the preparation of the initial map or last update.

13-56.4 Exception to Permit Requirement.

- a. No permit shall be required under this Section 13-56 for pile driving or other penetration of the marsh crust/subtidal zone that involves neither (i) bringing materials from below the threshold depth to above the threshold depth; nor (ii) exposure of construction workers to soil excavated from below the threshold depth.
- b. No permit shall be required under this Section 13-56 for excavation associated with emergency repair of public infrastructure facilities; provided, however, that soil excavated from below the threshold depth in the area of the marsh crust/subtidal zone, as depicted on Exhibit A, must be managed as though it were hazardous in accordance with Subsection 13-56.8b.

13-56.5 Permit Application.

Application for a permit shall be made in writing on forms available in or from the Building Services Office and shall be filed in the Building Services Office. Subsection 13-1.2 of Article I of Chapter XXIII regarding Appeals (Section 105.1), Appeal Fee (Section 105.2), Expiration (Section 106.4.4), Permit Fees (Section 107.2) and Plan Review Fees (Section 107.3) shall apply to all permits issued pursuant to this Section 13-56. The information required to be provided on the application shall be determined by the Chief Building Official and shall include at a minimum:

- a. A description and map of the property that is to be excavated sufficient to locate the area of proposed excavation on Exhibit A.
- b. Detailed plans, prepared by a registered civil engineer licensed in the State of California, of the excavation work to be done, including a drawing with dimensions to scale of all proposed excavation activity.
- c. A statement of the maximum depth of excavation.
- d. All elevations in plans and application materials submitted to the City shall be referenced to City Datum and shall show depth below ground surface.
- e. A cost estimate for purposes of determining the amount of the bond required to be obtained pursuant to Subsection 13-56.11.

13-56.6 Certifications and Acknowledgments.

- a. The following certifications shall be required as part of the permit application:
 1. The applicant shall sign a certification prepared by the Chief Building Official acknowledging receipt of notice that the property to be excavated may be in the area of the marsh crust/subtidal zone, and that hazardous materials may be encountered during excavation.
 2. The applicant shall sign a certification prepared by the Chief Building Official acknowledging that federal and state hazardous materials laws and regulations will apply to storage, transportation and disposal of any materials excavated from the marsh crust/subtidal zone that are hazardous materials.
 3. The applicant shall sign a certification prepared by the Chief Building Official acknowledging liability for disturbing and removing all materials from the marsh crust/subtidal zone in accordance with this Section 13-56 and the permit.

- b. All building and excavation permits issued for construction or excavation within the area subject to this SubSection 13-56 shall contain the following written warning:

“Pursuant to Section 13-56 of Article XVII of Chapter XIII of the Alameda Municipal Code, excavation work in the area of the marsh crust/subtidal zone within the area of the former Naval Air Station Alameda and Fleet and Industrial Supply Center, Alameda Annex and Facility, as depicted in Exhibit A to Section 13-56 of Article XVII of Chapter XIII of the Alameda Municipal Code, may be subject to special materials handling requirements. The permittee acknowledges that he or she has been informed of the special materials handling requirements of Section 13-56 of Article XVII of Chapter XIII of the Alameda Municipal Code and that hazardous materials may be encountered during excavation.”

13-56.7 Notification Prior to Start of Excavation.

- a. After receipt of a permit and no less than two (2) business days (forty-eight (48) hours minimum) before commencement of any excavation activity in the area subject to this Section 13-56, the permittee shall notify the Chief Building Official of the planned start of excavation. Said notification shall include a schedule for any excavation work that will last for more than one day.
- b. The permittee shall give adequate notice to Underground Service Alert prior to commencing any excavation activity subject to this Section 13-56.

13-56.8 Materials Handling.

The permittee shall elect to follow one or more of the courses of action set forth below before beginning any excavation activities in the area subject to this Section 13-56. Unless otherwise demonstrated by the permittee by means of reconnaissance investigation pursuant to Subsection 13-56.8a, or unless the permittee prepares site management plans pursuant to Subsection 13-56.8c, soil below the threshold depth in the area of the marsh crust/subtidal zone, as depicted on Exhibit A, must be managed as though it were hazardous pursuant to Subsection 13-56.8b. The permittee may elect to follow Subsection 13-56.8a, but must comply with Subsection 13-56.8b or 13-56.8c if testing demonstrates that the materials below the threshold depth are hazardous materials. Copies of all reconnaissance testing results and/or existing information used to satisfy the reconnaissance investigation requirements of Subsection 13-56.8a shall be reported to and filed with the City. All observations or encounters with the marsh crust/subtidal zone during excavation shall be reported to the City.

- a. **Reconnaissance Investigation to Rule Out the Presence of Hazardous Materials Below the Threshold Depth.**

The permittee may elect to use reconnaissance borings, pursuant to a plan prepared by a qualified registered engineer or registered geologist, licensed in the State of California, to rule out, to the satisfaction of the Chief Building Official, the presence of hazardous materials below the threshold depth in the area to be excavated. As part or all of the reconnaissance plan, the permittee may make use of existing information, where appropriate, if the existing information is directly relevant to the location and depth to be excavated and contains observations or results of analyses that assist in concluding whether hazardous materials are present. The reconnaissance report shall include a description of all observations from below the threshold depth evidencing the presence or absence of the marsh crust/subtidal zone.

1. If hazardous materials are found below the threshold depth within the area to be excavated at any time (during reconnaissance or during excavation), the permittee shall comply with either Subsection 13-56.8b or Subsection 13-56.8c, at his or her election.
2. If hazardous materials are not found below the threshold depth within the area to be excavated, no additional materials controls, except as otherwise may be required under applicable federal, state or local law, are required under this Section 13-56.

b. Handling Materials Excavated From Below the Threshold Depth as Hazardous Materials.

If the permittee has not ruled out the presence of hazardous materials pursuant to Subsection 13-56.8a, or elects not to prepare a site management plan and materials testing program pursuant to Subsection 13-56.8c, the permittee shall presume that materials excavated from below the threshold depth must be disposed at an appropriately permitted disposal facility. In addition, no excavated materials from below the threshold depth may be stockpiled prior to disposal or returned to the excavation.

c. Preparation of Construction Site Management Plan for Handling Materials Excavated From Below the Threshold Depth.

1. In lieu of handling materials excavated from below the threshold depth pursuant to the restrictions in Subsection 13-56.8b, the permittee may elect to hire a qualified registered engineer or registered geologist, licensed in the State of California, to develop a site-specific construction site management plan, including a materials testing program, to the satisfaction of the Chief Building Official. The construction site management plan shall include, at a minimum, provisions governing control of precipitation run on and run off from stockpiled soils, soil segregation, securing of stockpiled soils, duration of stockpiling, and contingency plans for handling materials excavated from below the threshold depth that prove to be hazardous materials.

2. The permittee shall hire a qualified registered engineer or registered geologist, licensed in the State of California, to oversee compliance with the approved construction site management plan, and shall transmit to the Chief Building Official upon completion of the project written certification of compliance with the construction site management plan. The certification report shall include a description of all observations from below the threshold depth evidencing the presence or absence of the marsh crust/subtidal zone.

13-56.9 Health and Safety Plan.

The applicant shall cause to be prepared by a certified industrial hygienist, and keep on the construction site at all times, a health and safety plan to protect workers at the excavation site and the general public to the satisfaction of the Chief Building Official. The Chief Building Official may prepare and provide to applicants a model health and safety plan which, if used by the applicant, shall be modified by the applicant's certified industrial hygienist to suit the specific requirements of the applicant's project.

13-56.10 Excavation Site Best Management Practices.

All excavation and materials handling activities permitted under this Section 13-56 shall be conducted in accordance with applicable Alameda Countywide Clean Water Program Best Management Practices and City of Alameda Storm Water Management and Discharge Control Program Ordinance requirements.

13-56.11 Bonds.

Upon a finding by the Chief Building Official that a permit should issue for excavation pursuant to this Section 13-56, a surety or performance bond conditioned upon the faithful performance and completion of the permitted excavation activity shall be filed with the City. Such bond shall be executed in favor of the City and shall be maintained in such form and amounts prescribed by the Risk Manager sufficient to ensure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.

13-56.12 Nonassumption of Liability.

In undertaking to require applicants for certain excavation permits to comply with the requirements of this Section 13-56, the City of Alameda is assuming an undertaking only to promote the general welfare. The City is not assuming, nor is it imposing on itself or on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

13-56.13 Construction on City Property.

- a. The Chief Building Official shall prepare standard work procedures that comply with all the requirements of this Section 13-56 for all City

construction or improvement activities involving excavation below the threshold depth in the area subject to this Section 13-56. All departments, boards, commissions, bureaus and agencies of the City of Alameda that conduct construction or improvements on land under their jurisdiction involving excavation below the threshold depth in the area subject to this Section 13-56 shall follow such standard work procedures.

- b. The City shall include in all contracts involving excavation below the threshold depth in the area subject to this Section 13-56 a provision requiring City contractors to comply with all the requirements of this Section 13-56. All contracts entered into by departments, boards, commissions, bureaus and agencies of the City of Alameda that authorize construction or improvements on land under their jurisdiction involving excavation below the threshold depth in the area subject to this Section 13-56 also shall contain such standard contract provision.

13-56.14 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Section 13-56 or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Section 13-56 or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Section 13-56 irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or effective.

13-56.15 Permit Fee.

No permits for excavation in the marsh crust/subtidal zone shall be issued unless a fee has been paid. The fee shall be set by City Council resolution.

13-56.16 Penalties.

- a. Any person, including utility companies and their employees and contractors, violating any of the provisions of this Section 13-56 shall be deemed guilty of a misdemeanor, and each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Section 13-56 is committed, continued or permitted, and such violation may be prosecuted and punished as an infraction or misdemeanor pursuant to the provisions of Section 1-5.1 of the Alameda Municipal Code.
- b. Any person, including utility companies and their employees and contractors, that commences any excavation without first obtaining the necessary permits therefor shall, if subsequently allowed to obtain a permit, pay an amount, in

addition to the ordinary permit fee required, quadruple the permit fee otherwise required.

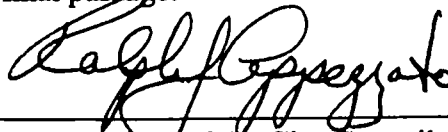
13-56.17 Retention and Availability of Permit Files

The City shall maintain files pertaining to all permits issued under this Section 13-56, and shall make such files available to DTSC for inspection upon request during normal business hours.

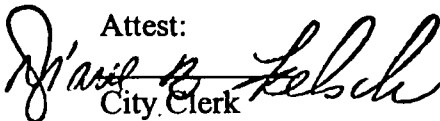
13-56.18 Amendment of Section 13-56

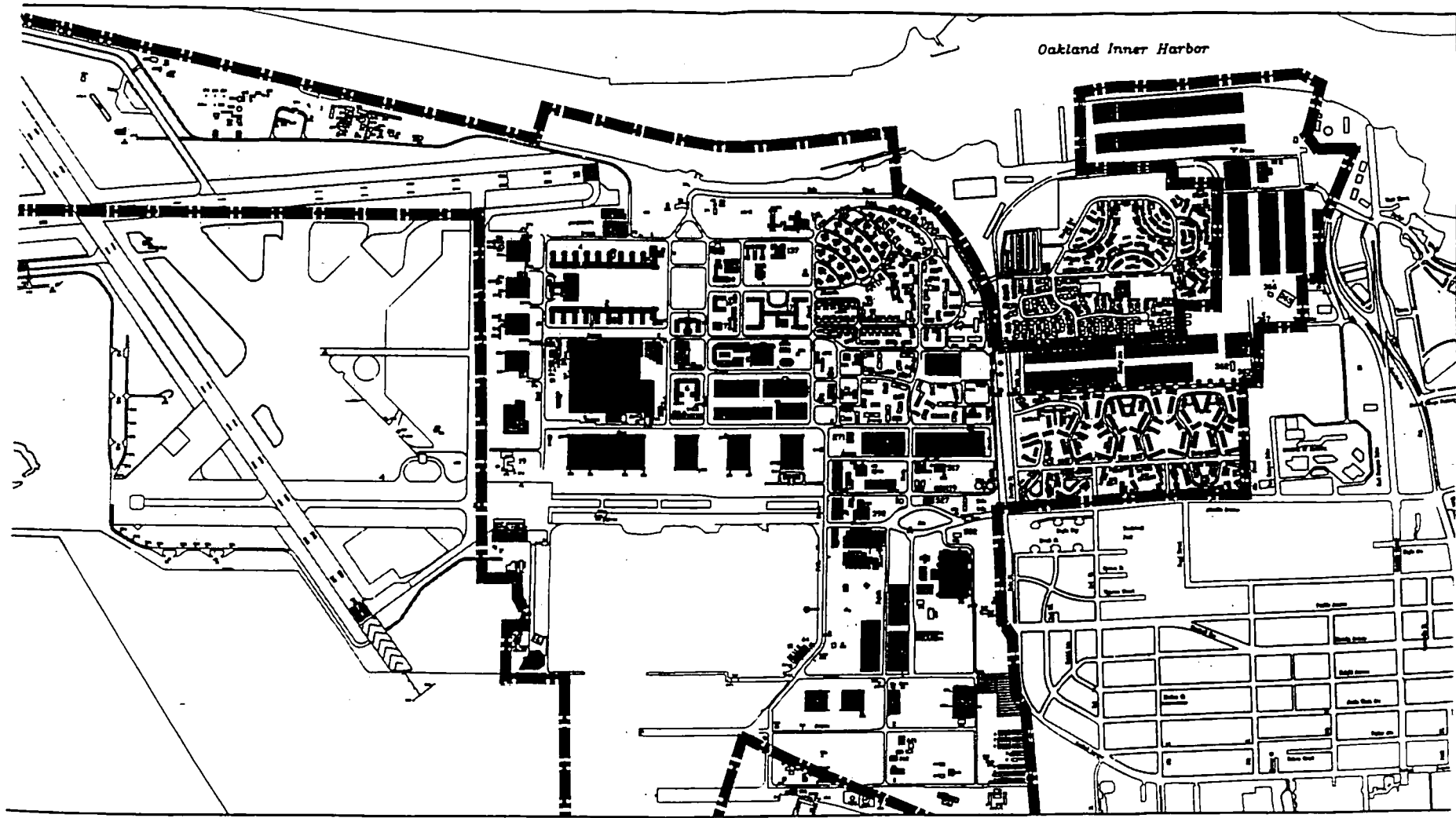
This Section 13-56 shall not be repealed or amended without thirty (30) days prior written notice to the DTSC Deputy Director for Site Mitigation.

Section 2. This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.



Presiding Officer of the City Council

Attest:

City Clerk



Oakland Inner Harbor



LEGEND:

 Marsh Crust / Subtidal Area

Marsh Crust / Subtidal Area

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in regular meeting assembled on the 15th day of February, 2000, by the following vote to wit:

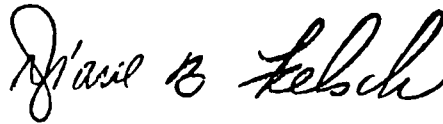
AYES: Councilmembers Daysog, DeWitt, Johnson, Kerr and Mayor Appezzato - 5.

NOES: None.

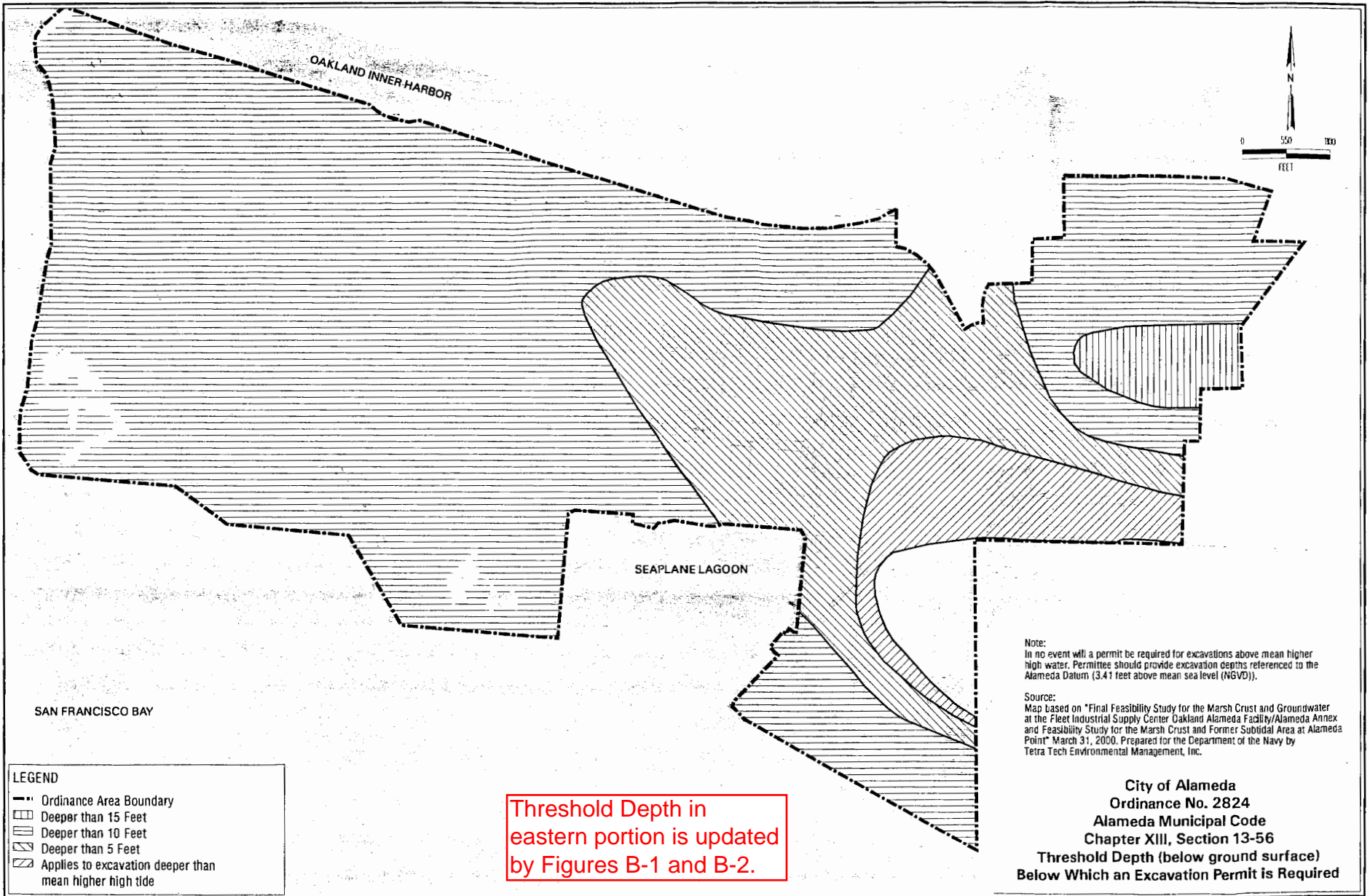
ABSENT: None.

ABSTENTIONS: None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 16th day of February, 2000.



Diane Felsch, City Clerk
City of Alameda



Threshold Depth in eastern portion is updated by Figures B-1 and B-2.

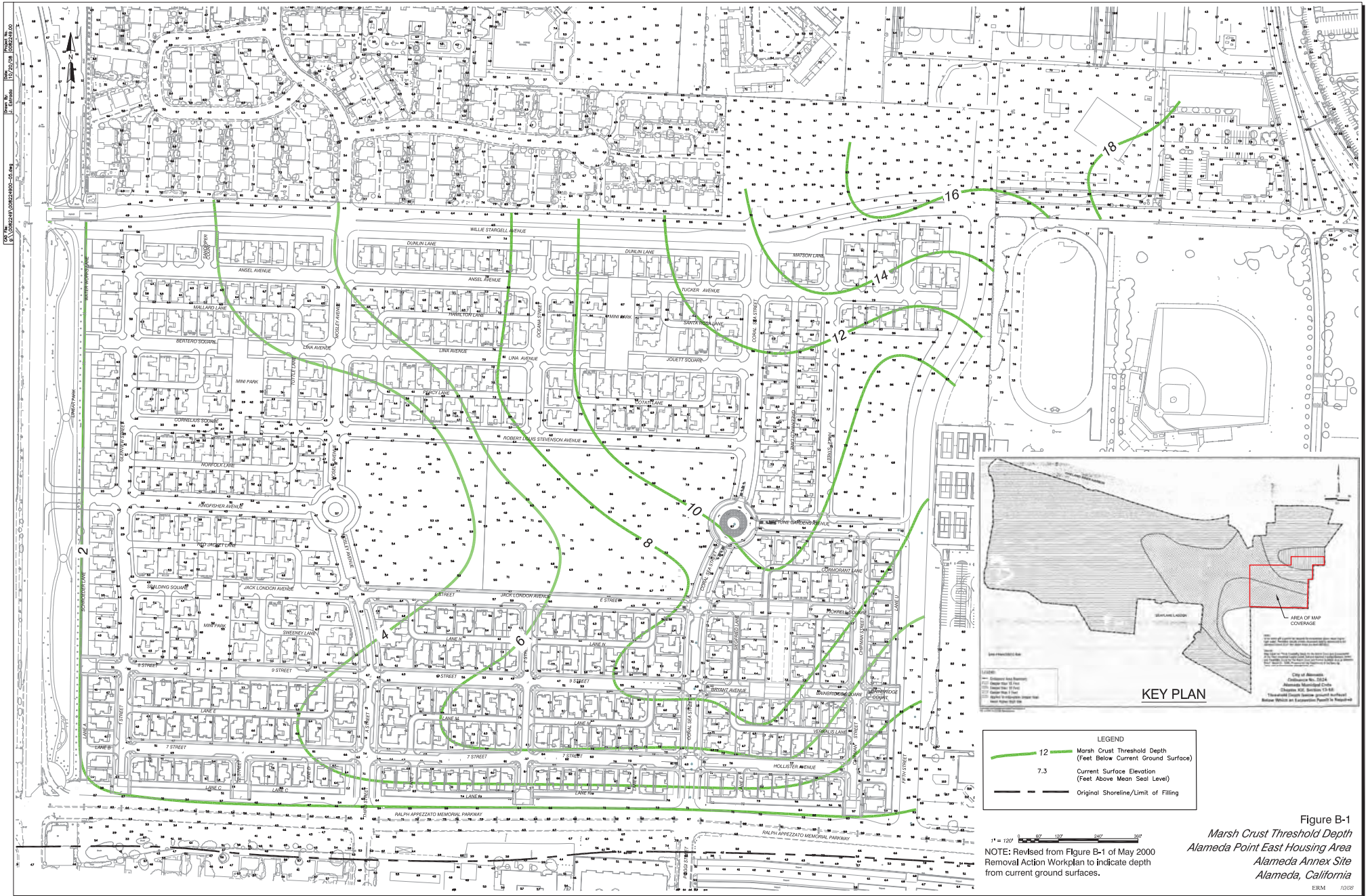


Figure B-1
 Marsh Crust Threshold Depth
 Alameda Point East Housing Area
 Alameda Annex Site
 Alameda, California

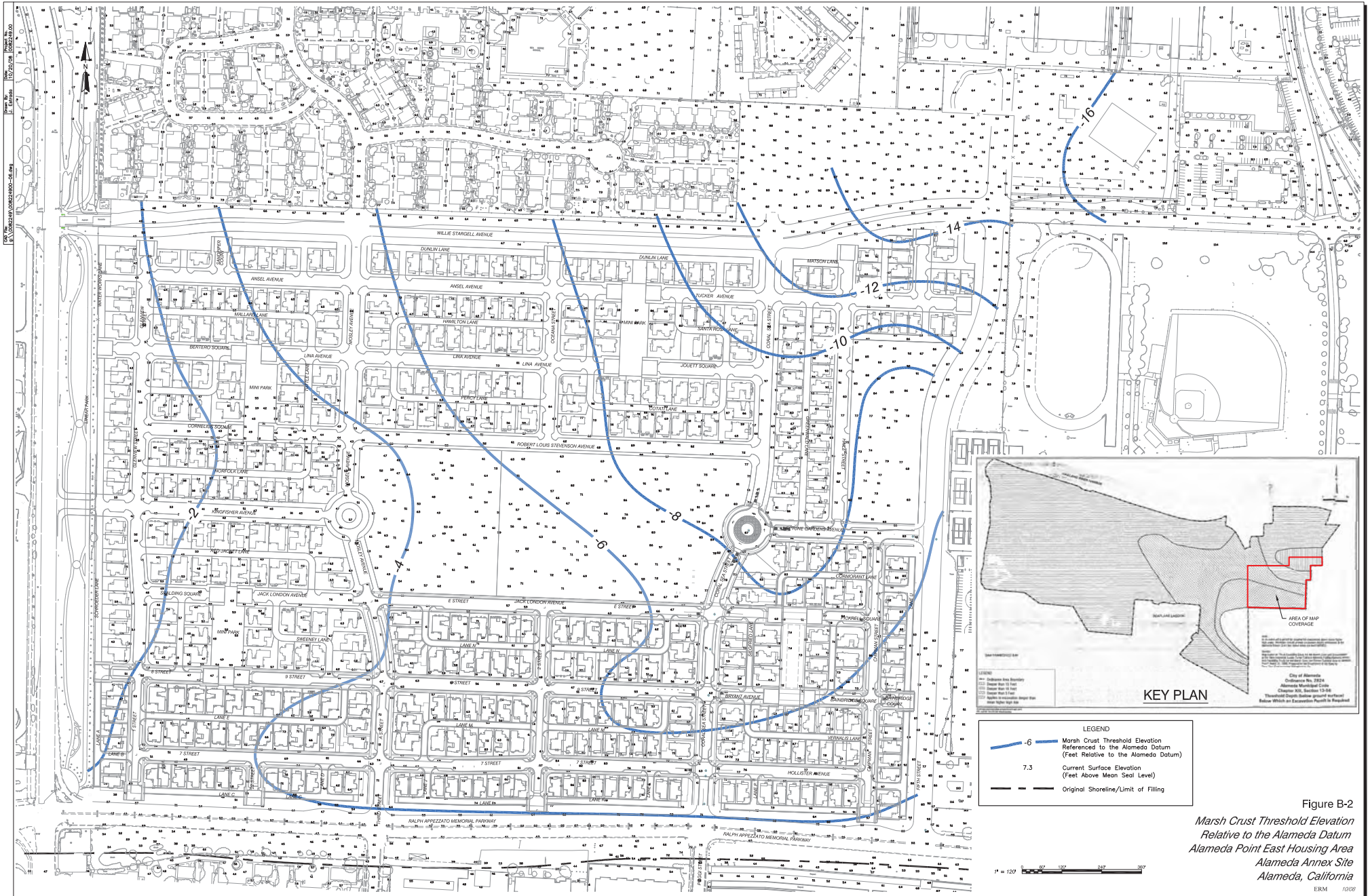


Figure B-2
 Marsh Crust Threshold Elevation
 Relative to the Alameda Datum
 Alameda Point East Housing Area
 Alameda Annex Site
 Alameda, California

APPENDIX B: SEAPLANE LAGOON SEDIMENT MANAGEMENT PLAN

City of Alameda

Sediment Management Plan
Seaplane Lagoon
Alameda, California

April 11, 2016

FINAL

Russell Resources, Inc.
440 Nova Albion Way, Suite 1
San Rafael, California 94903

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Peter Russell <peter94903@gmail.com>

Draft Final Sediment Management Plan -- Seaplane Lagoon -- IR Site 17

Parker, Mary E CTR NAVFAC HQ, BRAC PMO <mary.parker@navy.mil>

Wed, Mar 16, 2016 at 3:22 PM

To: Peter Russell <Peter@russellresources.com>

Cc: "Sabedra, Cecily D CIV NAVFAC HQ, BRAC PMO" <cecily.sabedra@navy.mil>, "McGinnis, William CIV NAVFAC SW, PACO" <william.mcginnis1@navy.mil>, Yemia Hashimoto <yemia.Hashimoto@waterboards.ca.gov>, James Fyfe <James.Fyfe@dtsc.ca.gov>, "Tran, Xuan-Mai" <Tran.Xuan-Mai@epa.gov>, "Slack, Matthew L CIV SEA 04 04N" <matthew.slack@navy.mil>

I have completed coordination with Matt Slack of RASO and Cecily Sabedra on their review of the City's responses to comments on the IR Site 17 SMP. This e-mail documents that they have reviewed the responses to the Navy's comments on the SMP for IR Site 17 provided by the City of Alameda and that the Navy has no further comments.

Have a good day!!
Mary

MARRS Services, Inc.
Contracted Project Manager
for BRAC PMO West
33000 Nixie Way
Bldg 50
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Peter Russell <peter94903@gmail.com>

Draft Final Sediment Management Plan -- Seaplane Lagoon -- IR Site 17

Tran, Xuan-Mai <Tran.Xuan-Mai@epa.gov>

Tue, Apr 5, 2016 at 4:30 PM

To: Peter Russell <Peter@russellresources.com>

Cc: Cecily Sabedra <cecily.sabedra@navy.mil>, William McGinnis <william.mcginnis1@navy.mil>, Yemia Hashimoto <yemia.Hashimoto@waterboards.ca.gov>, James Fyfe <James.Fyfe@dtsc.ca.gov>

Hi Peter

Thank you for the responses to EPA's comments on Site 17 Draft Final Sediment Management Plan as well as the changed pages. All EPA's comments have been addressed adequately; therefore, we have no further comments. We are looking forward to receive the clean/final copy of Site 17 Sediment Management Plan.

Thanks

XM

From: Peter Russell [mailto:Peter@russellresources.com]

Sent: Tuesday, March 29, 2016 4:57 PM

To: Tran, Xuan-Mai <Tran.Xuan-Mai@epa.gov>

Cc: Peter Russell <Peter@russellresources.com>; Cecily Sabedra <cecily.sabedra@navy.mil>; Parker, Mary E CTR NAVFAC HQ, BRAC PMO <mary.parker@navy.mil>; William McGinnis <william.mcginnis1@navy.mil>; Yemia Hashimoto <yemia.Hashimoto@waterboards.ca.gov>; James Fyfe <James.Fyfe@dtsc.ca.gov>; Jennifer Ott <JOtt@alamedaca.gov>; Bob Burns <reburns@ngtsinc.com>; John Edgcomb <jedgcomb@edgcomb-law.com>

Subject: Re: Draft Final Sediment Management Plan -- Seaplane Lagoon -- IR Site 17

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Peter Russell <peter94903@gmail.com>

SPL SMP

Fyfe, James@DTSC <James.Fyfe@dtsc.ca.gov>
To: Peter Russell <Peter@russellresources.com>

Fri, Mar 25, 2016 at 1:14 PM

Hi Peter,

DTSC and CDPH-RHB have reviewed the draft final SPL SMP as well as the RTCs for the draft SMP and have no further comments.

Please tell Petra "Happy Birthday!!" for me. Hope you both enjoy the day and the weekend and take advantage of the great weather we are having.

Jim Fyfe

Alameda Point Project Manager
(510) 540-3850

From: Peter Russell [mailto:Peter@russellresources.com]
Sent: Friday, March 25, 2016 9:05 AM
To: Fyfe, James@DTSC
Subject: SPL SMP

[Quoted text hidden]



Peter Russell <peter94903@gmail.com>

Draft Final Sediment Management Plan -- Seaplane Lagoon -- IR Site 17

Hashimoto, Yemia@Waterboards <Yemia.Hashimoto@waterboards.ca.gov>

Fri, Mar 18, 2016 at 3:39 PM

To: Peter Russell <Peter@russellresources.com>, "Tran, Xuan-Mai" <Tran.Xuan-Mai@epa.gov>, "Fyfe, James@DTSC" <James.Fyfe@dtsc.ca.gov>, Cecily Sabedra <cecily.sabedra@navy.mil>
Cc: "Parker, Mary E CTR NAVFACHQ, BRAC PMO" <mary.parker.ctr@navy.mil>, Bill McGinnis <william.mcginnis1@navy.mil>, Jennifer Ott <JOtt@alamedaca.gov>, John Edgcomb <jedgcomb@edgcomb-law.com>, Bob Burns <reburns@ngtsinc.com>, Farimah F Brown <FBrown@alamedacityattorney.org>

Hi Peter,

The RTC provided addresses the Regional Water Board's comments.

We have no further comments,

Yemia Hashimoto

From: Peter Russell [mailto:Peter@russellresources.com]

Sent: Thursday, March 03, 2016 10:01 AM

To: Tran, Xuan-Mai; Fyfe, James@DTSC; Hashimoto, Yemia@Waterboards; Cecily Sabedra

Cc: Parker, Mary E CTR NAVFACHQ, BRAC PMO; Bill McGinnis; Jennifer Ott; John Edgcomb; Bob Burns; Farimah F Brown

Subject: Draft Final Sediment Management Plan -- Seaplane Lagoon -- IR Site 17

All,

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ACRONYMS, ABBREVIATIONS, AND CONTROLLED VOCABULARY

ASTM	American Society for Testing and Materials
BAAQMD	Bay Area Air Quality Management District
BCDC	San Francisco Bay Conservation and Development Commission
BCT	BRAC Cleanup Team
BMP	best management practice
BRAC	Base Realignment and Closure
CBO	Chief Building Official
CCR	California Code of Regulations
CDPH	California Department of Public Health
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CHP	Certified Health Physicist
CIH	Certified Industrial Hygienist
City	City of Alameda
CoC	Chemical of Concern
CRUP	covenant to restrict use of property
DDx	the sum of dichlorodiphenyldichloroethane, dichlorodiphenyldichloroethylene, and dichlorodiphenyltrichloroethane
DMMO	Dredged Material Management Office of U.S. Army Corps of Engineers
DTSC	Department of Toxic Substances Control
EIR	environmental impact report
ESD	explanation of significant differences
ESL	Environmental Screening Level
FFA	Alameda Point Federal Facilities Agreement
FOST	<i>Finding of Suitability to Transfer for Former Naval Air Station Alameda, April 19, 2013</i>
HSP	Health and Safety Plan
IC	institutional control
Intrusive Activity	redevelopment activity that involves subsurface exposures, such as grading, excavating, trenching, pile driving, and dewatering
IR	Installation Restoration
LLRW	Low Level Radioactive Waste
LTMS	Long Term Management Strategy for the Placement of Dredged Material in the San Francisco Bay Region
LUC RD	Land Use Control Remedial Design
MARSSIM	Multi-Agency Radiation Survey and Site Investigation Manual
mg/kg	milligram per kilogram
NAS	Naval Air Station

NEPA	National Environmental Policy Act
NPL	CERCLA National Priority List
OSHA	Occupational Safety and Health Administration
OU	Operable Unit
PAH	polycyclic aromatic hydrocarbon
PCB	polychlorinated biphenyl
pCi/g	picocurie per gram
PE	Professional Engineer
PG	Professional Geologist
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
Ra-226	radium 226
RACR	Remedial Action Completion Report
RAWP	Remedial Action Work Plan
RCA	radiologically controlled area
RCRA	Resource Conservation and Recovery Act
Regional Water Board	Regional Water Quality Control Board, San Francisco Bay Region
RHB	Radiological Health Branch of CDPH
RI	CERCLA Remedial Investigation Report
ROD	Record of Decision
SARA	Superfund Amendments and Reauthorization Act of 1986
Site	Seaplane Lagoon
SMP	Sediment Management Plan
SVOC	semivolatile organic compound
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	California State Water Resources Control Board
TPH	total petroleum hydrocarbon
TSCA	Toxic Substances Control Act
USC	United States Code
USEPA	United States Environmental Protection Agency
VOC	volatile organic compound
yd ³	cubic yard

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1 INTRODUCTION

This Sediment Management Plan (SMP) was prepared for the City of Alameda (the City) by Russell Resources, Inc. and Robert Burns, Certified Health Physicist (CHP) with NGTS, Inc., to mitigate potential risks associated with sediment handling at Seaplane Lagoon, Alameda Point (the Site). The Site consists of 111 submerged acres, located in the southeastern corner of the former Naval Air Station (NAS) Alameda, now known as Alameda Point. Alameda Point encompasses roughly 878 acres of land. The City plans to reuse the Site for passive open space, recreational uses, a marina, and ferry terminal.

This SMP is intended to supplement the regulatory dredging permitting process, not to replace it. For example, any radiological screening of sediment prior to navigational dredging would be a separate requirement and process from the standard Dredged Material Management Office (DMMO) testing and suitability determination process and will be overseen by California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) in consultation with California Department of Public Health (CDPH), not DMMO.

This SMP has two primary purposes, as follows.

1. Provide specific procedures to be implemented to comply with the Seaplane Lagoon institutional controls (IC) restrictions and ensure that dredging and sediment handling and disposal associated with redevelopment of the Site are conducted in a manner protective of the health and safety of Site workers, future Site users, nearby residents, and the environment, due to residual radiological constituents, including small items with radium 226 (Ra-226) activity similar to the 51 small items encountered in sediment during the Navy's Seaplane Lagoon remedial action.
2. Assist in accessing Navy and regulatory documents that are relevant to the environmental investigation and remediation activities of the Site.

This SMP is an adaptation of several previously approved site management plans:

1. May 2008, ERM-West, Inc. and Iris Environmental, *Site Management Plan, Alameda Landing Site Portion of the Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex (FISCA), Alameda, California*, which was approved by DTSC,
2. November 2011, Russell Resources, Inc., entitled *Site Management Plan, Lawrence Berkeley National Laboratory Second Campus Portion of Alameda Point, Alameda, California*, which was approved by the Department of the Navy, the US Environmental Protection Agency (USEPA), DTSC, and the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board) staff, and

3. March 2015, Russell Resources, Inc., entitled *Site Management Plan, Phase 1 Transfer Portion of Alameda Point, Alameda, California*, which was approved by the Department of the Navy (pending), USEPA, DTSC, and Regional Water Board staff.

The previously approved site management plans have been modified only in order to address the Site's unique conditions and proposed uses, and to provide an SMP that is applicable to reuse and redevelopment of the Site. This SMP is intended to complement the March 2015 *Site Management Plan, Phase 1 Transfer Portion of Alameda Point*. For example, dredging is expected to involve shore-side management of dredged sediment: drying, radiological scanning, profiling, stockpiling, etc. Such activities must be conducted in compliance with the Site Management Plan, unless this SMP specifies otherwise.

A fundamental difference between this SMP and its progenitors is this SMP's emphasis on proper management of potentially radiologically contaminated sediment. (See [Section 4.4](#), in particular.) The Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Explanation of Significant Differences (ESD) that supplements the Navy's Record of Decision (ROD) for the Site specifies a land use control, which prohibits dredging activities at Seaplane Lagoon for future reuse unless they are conducted in compliance with an SMP that is acceptable to the Federal Facilities Agreement (FFA) signatories, which are the Navy, USEPA, DTSC, and the Regional Water Board. This document is that SMP. In addition, dredging projects are to be conducted pursuant to a work plan that also is acceptable to DTSC.

A project-specific dredging work plan, specific to the work and the contractor performing the work, for any proposed dredging, shall be reviewed and approved by DTSC and, as appropriate, other FFA signatories or their successors to ensure that SMP requirements have been properly incorporated into the work plan. This SMP and a project-specific work plan do not apply to activities, such as weighing anchors, that may incidentally surface small amounts of sediment, for example, less than one cubic foot of sediment.

1.1 REPORT ORGANIZATION

This SMP is organized as follows:

- [Section 1](#) presents Site background information and describes the objectives, implementation, and oversight of the SMP;
- [Section 2](#) briefly summarizes the residual environmental conditions at the Site, and the estimated health risks associated with the redevelopment plans, and references SMP appendices that contain more detailed information about Site environmental conditions;

- [Section 3](#) presents risk management measures to be implemented prior to Site redevelopment;
- [Section 4](#) presents risk management measures to be implemented during Site redevelopment;
- [Section 5](#) presents risk management measures to be implemented after Site redevelopment; and
- [Section 6](#) lists references used to prepare this SMP.

Appendices to this SMP include:

- [Appendix A](#) – [This appendix place holder is included for organizational consistency with Site Management Plan. In the Site Management Plan, Appendix A is the City’s Marsh Crust Ordinance, which does not apply to Seaplane Lagoon.]
- [Appendix B](#) – Background Documents

1.2 HOW TO USE THE SMP

This section explains how best to use this SMP. The SMP is organized so generalists can readily understand the Site as a whole without wading through voluminous, detailed information. At the same time, the SMP’s structure allows those so interested to access efficiently the detailed information.

For the generalist, the main body of the SMP, with its figures and tables, provides a Site-wide overview and discusses environmental issues and requirements that are applicable to the whole or portions of the Site.

The focused user’s information needs include a general understanding of Alameda Point, similar to the generalist, but also include access to detailed information. This information includes historical land use, the location and nature of historical contamination, environmental investigation results, the nature and outcome of remediation efforts, residual contaminant levels, and requirements for future dredging. This information is compiled in [Appendix B](#), which contains excerpts of important environmental documents that were prepared by the Navy with oversight by the environmental regulatory agencies. These documents include the CERCLA Remedial Investigation Report (RI), ROD, Remedial Action Completion Report (RACR), ESD, and Land Use Control Remedial Design (LUC RD).

This process of utilizing Appendix B as an integral part of implementing the SMP is an efficient and effective way of drawing on the very large body of environmental information that has been developed by the Navy at Alameda Point with regulatory agency oversight.

Dredging and other activities that bring significant amounts of Site sediments to the surface must be conducted in compliance with the Navy's LUC RD, this SMP and a work plan that is acceptable to DTSC. The LUC RD requires the FFA signatories review and approve the SMP. This SMP should be interpreted to be consistent with the LUC RD.

This SMP is to be used in conjunction with the regulatory dredging permitting process, as a supplement to it, not as substitute for it.

1.3 BACKGROUND

The Site is located in the southeastern quadrant of Alameda Point (formerly NAS Alameda) in Alameda, California. Development of Alameda Point first began in 1930 under the ownership of the U.S. Army, and the majority of the former NAS Alameda was built on dredged fill that was placed over shallow open water. The average elevation of Alameda Point is about 15 feet above mean sea level.

Former NAS Alameda served as a base of operations for naval aviation from before World War II through its closure in 1997. Closure of former NAS Alameda was conducted pursuant to the Defense Base Realignment and Closure (BRAC) Act of 1990. During its long history of operations, former NAS Alameda was home to several thousand military and civilian personnel and supported operations of the Marine Corps, Navy, and other military entities. Hundreds of buildings and an extensive network of roadways and utilities were constructed at former NAS Alameda, and much of this infrastructure still exists. Former NAS Alameda supported aviation and surface craft activities through extensive runway and tarmac infrastructure and an enclosed lagoon for seaplanes (the Site) and also supported naval surface vessels (including aircraft carriers) through an extensive system of piers, berthing areas, and turning basins. Specific activities conducted historically at NAS Alameda include, but are not limited to, aircraft maintenance, ship maintenance, support and training for Navy and Marine air units, storage, rework, and distribution of weaponry, fuel storage and refueling, dry goods storage and distribution, pest control, plating, metal working and fabrication, parts washing, cleaning and routine maintenance, blasting and painting, testing jet engines, heavy equipment maintenance, woodworking, and photography.

Figure 1 presents a general location map showing Alameda Point and the surrounding San Francisco Bay Area. Figure 2 is a map of Alameda Point that shows the location of Seaplane Lagoon. Figure 2 also shows buildings and other Site features. This SMP describes the

environmental conditions at the Site, including distinguishing chemical and physical features, and the associated management measures.

Investigation and cleanup activities have been performed at Alameda Point by the Navy under CERCLA with regulatory oversight administered by the USEPA, DTSC, and the Regional Water Board.

1.4 OBJECTIVES

The objective of this SMP is to document the following:

- Historical Site investigation activities and the nature and extent of residual contamination in Site sediment;
- Mitigation efforts to be implemented to minimize exposure of people and environmental receptors to contaminants that may be present at the Site prior to, during, and following redevelopment, especially with regard to potential radiological contamination in dredged Site sediment, including small items with Ra-226 activity similar to the 51 small items encountered in sediment during the Navy's Seaplane Lagoon remedial action;
- Protocols to help ensure that dredging and sediment management activities conducted at the Site are performed in accordance with applicable state and federal environmental health and safety regulations; and
- Provide proper procedures to meet IC requirements, and ensure proper handling, sampling, and disposal of dredge material.

1.5 IMPLEMENTATION AND OVERSIGHT

Oversight of cleanup at Alameda Point is shared by USEPA, the DTSC, and the Regional Water Board. With the Navy, these agencies constitute the BRAC Cleanup Team (BCT), which provides ongoing oversight at the Site for CERCLA activities. For Alameda Point environmental investigation and remediation activities, if radiological contamination is potentially present, the CDPH provides consultation to DTSC. The Petroleum Program is overseen by the Regional Water Board. In general, environmental regulatory oversight for the Site during development consists of DTSC taking the lead role. This SMP is not intended to change any of the legal authority or responsibilities that each of the BCT members may have.

The efforts specified in this SMP are to be implemented by the contractor performing SMP-covered work at the Site on behalf of the entity undertaking redevelopment and/or the City. These construction activities will include dredging and sediment handling, including spreading,

drying, radiological assessment, and off-site and on-site disposal. As described in applicable sections of this SMP, implementation of this SMP will be overseen by a CHP and a Professional Engineer (PE), Professional Geologist (PG), or other environmental professional who is familiar with environmental monitoring equipment, environmental health and safety regulations, and general industrial hygiene practices. Tasks that fall within the practice of engineering or geology shall be conducted by a PE or PG, respectively. Health and Safety Plans (HSPs) shall be prepared by a Certified Industrial Hygienist (CIH). Storm Water Pollution Prevention Plans (SWPPPs) shall be prepared by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP). The PE, PG, CIH, QSD, and QSP may be assisted by other qualified personnel, provided the accredited professional remains in responsible charge of the work.

Regulatory oversight of SMP implementation will be provided by the Regional Water Board (petroleum-related), DTSC (other than primarily petroleum-related), and the City. CDPH will provide radiological consultation to DTSC, as needed, when radiological contamination is potentially present. In addition, to the extent the Site has not been delisted from the CERCLA National Priorities List (NPL), USEPA must receive notifications and approve proposals, which after delisting would be handled solely by DTSC. The contact information for BCT representatives and the City's Chief Building Official (CBO) appears in the following table.

Agency	Representative	Telephone Number	E-mail and Physical Addresses
USEPA	Xuan-Mai Tran	(415) 972-3002	tran.xuan-mai@epa.gov 75 Hawthorne Street San Francisco, CA 94105
DTSC	James Fyfe	(510) 540-3850	james.fyfe@dtsc.ca.gov 700 Heinz Avenue Berkeley, CA 94710
Regional Water Board	Yemia Hashimoto	(510) 622-2756	yemia.hashimoto@waterboards.ca.gov 1515 Clay Street, Suite 1400 Oakland, CA 94612
Navy	Cecily Sabedra	(619) 524-4569	cecily.sabedra@navy.mil 33000 Nixie Way – Bldg. 50 San Diego, CA 92147
City of Alameda, Community Development	Greg McFann	(510) 747-6820	gmcfann@alamedaca.gov 2263 Santa Clara Ave., Rm. 190 Alameda, CA 94501

Contact information in the in the above table may become outdated, for example, due to personnel changes. All project-specific work plans prepared pursuant to this SMP shall include the then current contact information. If the identified contacts are unavailable, the contact's agency shall be consulted for further direction.

1.6 APPLICABLE STATUTES AND REGULATIONS

Following is a list of identified local, state, and federal laws and regulations that may apply to Site redevelopment activities.

1.6.1 Federal Statutes and Regulations

National Environmental Policy Act (NEPA), 42 United States Code (USC) 4321 – Administered by the Council on Environmental Quality and the USEPA, this act addresses projects that constitute major federal actions with the potential to significantly impact the environment.

The NEPA process often invokes one or several other federal statutes as described further in this section. In California, NEPA requirements are often addressed under the California Environmental Quality Act (CEQA), discussed in [Section 1.6.2](#).

33 USC 403 and Section 404, and Clean Water Act, 33 USC 1344 – Administered by the U.S. Army Corps of Engineers, these sections prohibit excavation and filling of the navigable waters of the United States unless the work has been permitted by the U.S. Army Corps of Engineers prior to beginning the same, and may apply to the dredging and disposal of the dredged sediments, including discharges to navigable waters of the United States (including wetlands and streams that are tributaries to navigable waters), and may apply to discharges of excavated soil or groundwater generated by construction and dewatering.

Endangered Species Act, 16 USC 1536 – Administered by the U.S. Fish and Wildlife Service and the National Marine Fisheries Service, this act regulates activities affecting federally protected species. It also protects listed species from harm or “take,” which is broadly defined as “*harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.*” The definition of “take” further includes unintentional or incidental take, which might be associated with construction or other activities.

Coastal Zone Management Act, 16 USC 1451 – Administered by the National Oceanic and Atmospheric Administration, this act regulates projects in the coastal zone.

Resource Conservation and Recovery Act of 1976 (RCRA), 42 USC 692 – Administered by the USEPA, this act manages hazardous wastes from “cradle to grave,” governing the generation,

storage, transportation, and disposal of hazardous waste. This includes excavated soil and/or groundwater that exceeds threshold criteria. RCRA also governs underground storage tanks.

Toxic Substances Control Act of 1976 (TSCA), 15 USC 2601 et seq. – Administered by the USEPA, this act governs the introduction, manufacture, and importation/exportation of chemicals produced in the United States. Relevant to this SMP, TSCA also governs asbestos and lead-based paint hazards.

CERCLA, 42 USC 9601 et seq., and Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 USC 9601 – Known as the Superfund Law, these acts give the USEPA and States jurisdiction to identify potentially responsible parties who may be current or former owners or operators of sites where hazardous substances have been discharged, or who have transported or arranged for the disposal of hazardous substances at such sites, that may be ordered to implement remediation at those sites, or pay for remediation performed by the Federal, State or local governments or other non-liable parties. CERCLA also provides procedures by which such hazardous substance releases must be investigated and remedies selected by the USEPA or a State, and for continuing oversight to insure the long-term effectiveness of such remedies.

Emergency Planning and Citizen's Right to Know Act of 1986, 42 USC 11001 – Also known as Title III of SARA, this act is designed to help communities protect public health, safety, and the environment from chemical hazards. Through the Toxics Release Inventory, a list of all chemicals used and emitted by businesses small and large, it also gives individuals the right to obtain information regarding chemical hazards in their communities. It established the State Emergency Response Commission, responsible for the development of emergency action plans.

Occupational Safety and Health Administration (OSHA) Regulations, 29 Code of Federal Regulations (CFR) Sections 1910.120 and 1926.65 – These regulations govern the applicability and scope of training requirements for personnel involved in the handling of hazardous wastes.

1.6.2 State Statutes and Regulations

CEQA, California Public Resources Code 21000 et seq. and the CEQA Guidelines, 14 California Code of Regulations (CCR) 15000 et seq. – This act creates the state companion to the federal NEPA process, and is invoked by any nonexempt development project that requires public agency approval. This process can require, among other things, an Environmental Impact Report evaluating potentially significant environmental impacts related to the proposed project, as well as associated mitigation measures.

Radiation Control Law, Health and Safety Code, Div. 104, Part 9, Chapter 5, Article 1, Section 114705, et seq. and 17 CCR, Subchapter 4.6, Requirements for Land Disposal of Radioactive

Waste, Section 30470 – As any residual radioactive material that may remain at the Seaplane Lagoon will not be used by the City or future transferees, *Health and Safety Code, Division 104, Part 9, Chapter 5, commencing with Section 114705*, addressing “Containment of Radioactive Materials”, will be the basis for the CDPH to provide post-transfer oversight of the Seaplane Lagoon and to regulate the generation, handling, transportation and disposal of low-level radioactive waste that may be dredged from the Seaplane Lagoon in the future.

Vehicle Code, Div. 14.5, Transportation of Radioactive Materials, Section 33000 and 13 Cal. Code of Regs. Sections 1158, et seq. – Requires the California Highway Patrol, after consulting with the Department of Health Services, to promulgate regulations specifying the time that shipments may occur and the routes that are to be used in the transportation of cargoes of hazardous radioactive materials; the routes are established in *13 Cal. Code of Regs. Sections 1158, et seq.*

Porter-Cologne Water Quality Control Act of 1969, California Water Code, Division 7, Chapter 5.6, Section 13390 et seq. – This Chapter provides that the state and regional boards shall not grant approval for a dredging project that involves the removal or disturbance of sediment which contains pollutants at or above the sediment quality objectives unless the board determines all of the following: (a) the sediment will be removed in a manner that prevents or minimizes water quality degradation; (b) dredge spoils will not be deposited in a location that may cause significant adverse effects to aquatic life, fish, shellfish, or wildlife or may harm the beneficial uses of the receiving waters, or does not create maximum benefit to the people of the state; and (c) the project or activity will not cause significant adverse impacts upon a federal sanctuary, recreational area, or other waters of significant national importance.

California Health and Safety Code Section 39000 et seq. – The California Clean Air Act empowers regional air quality districts to enact rules and regulations that bring sources of air pollution into compliance with state and federal requirements. Section 41700 prohibits “discharge from any source whatsoever of such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to...the public.”

California Endangered Species Act, Fish and Game Code, Sections 2050 et seq. – This act mirrors the Federal Endangered Species Act and is implemented by the California Department of Fish and Wildlife.

California Code of Regulations, Section 8 – These regulations, implemented and enforced by the California Division of OSHA, complement the federal statutes governing worker health and safety in hazardous environments and in the presence of hazardous materials.

Executive Order (EO) D-62-02 (Sept. 30, 2002) -- orders that the Regional Water Quality Control Boards to impose a moratorium on the disposal of decommissioned radioactive materials

into Class III landfills and unclassified waste management units, as described in Title 27, Sections 20260 and 20230, of the Cal. Code of Regulations.

1.6.3 Local Statutes, Regulations, and Institutional Controls

Bay Area Air Quality Management District (BAAQMD) Rules and Regulations – Local regulations regarding discharge of air contaminants in the BAAQMD, which includes the Site. Particularly germane with respect to redevelopment of the Site are BAAQMD Regulation 6, which addresses “Particulate Matter and Visible Emissions”, and Regulation 8, Rule 40, which addresses “Aeration of Contaminated Soil”.

Government Code, Chap. 4, San Francisco Bay Dredging, § 66600, et seq. – Any person or governmental agency wishing to place fill, to extract materials, or to make any substantial change in use of any water, land or structure, within San Francisco Bay, and the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC), must secure a permit from the BCDC.

California Government Code, Chap. 5.5, San Francisco Bay Dredging, § 66663, et seq. – These statutory provisions address the role of BCDC in the Long Term Management Strategy for the Placement of Dredged Material in the San Francisco Bay Region (LTMS). Any dredging and disposal activity in San Francisco Bay, marshes and some creeks requires a permit from BCDC. The BCDC works with its federal, state and local partners in the LTMS to manage dredging and disposal activities in the Bay Area. Formed in 1990, the [LTMS Program](#) is a collaborative partnership involving the regulatory agencies, resource agencies and stakeholders working together to maximize beneficial reuse of dredged material and minimize disposal in the Bay and at the Deep Ocean Disposal Site. The sponsoring agencies include the U.S. Environmental Protection Agency, the U.S. Army Corps of Engineers, the State Water Board, the Regional Water Board, and BCDC.

Environmental Restrictions and Covenants - The Site is currently subject to certain environmental restrictions that place restrictions on use of property apply to the Site. The Site 17 ESD prohibits future dredging in Seaplane Lagoon through ICs related to dredging and disposal of sediment. The Site 17 LUC RD provides specific requirements for implementation of the ICs identified in the ESD and illustrates the area requiring ICs, which is the whole of Seaplane Lagoon. The LUC RD specifies performance objectives to ensure protection of human health and the environment. These restrictions are implemented by provisions incorporated into the federal quitclaim deed and a Covenant to Restrict the Use of Property (CRUP) with DTSC.

City of Alameda Community Noise Ordinance – This ordinance affects the redevelopment project in that it restricts the hours of operation for heavy construction machinery.

Site Management Plan, Phase 1 Transfer Portion of Alameda Point -- Identification of measures to mitigate potential risks associated with redevelopment of the onshore portion of the Phase 1 Transfer of Alameda Point, which includes likely sediment handling areas for dredging projects at the Site. The Site Management Plan provides (1) guidelines to help ensure demolition and Intrusive Activities are conducted in a manner protective of the health and safety and the environment and (2) assistance in accessing relevant documents related to historical environmental investigation and remediation activities. Compliance with the Site Management Plan is required to the extent it does not conflict with this SMP.

City of Alameda CEQA Review – The environmental impacts of soil handling due to construction activities at Alameda Point, including sediment in the Seaplane Lagoon, are adequately analyzed in the environmental impact report (EIR) for the Alameda Point Project (State Clearinghouse No. 2013012043). The EIR was certified as having been prepared in compliance with CEQA, and the Alameda Point Project was approved by the City on February 4, 2014. As part of the certification and approval, the City adopted Resolution No. 2014-34, which adopted and incorporated into the Alameda Point Project all of the mitigation measures identified in the EIR and adopted a Mitigation Monitoring and Reporting Program for the Project.

The discussion of Impact 4.I-1 (potential of project construction to degrade water quality) in Section 4.I (Hydrology and Water Quality) the EIR concludes that the Project-related in-water construction in the Seaplane Lagoon would not have a significant impact on water quality because the documentation submitted to the U.S. Army Corps of Engineers, DMMO necessary to obtain regulatory permits for dredging would ensure the potential water quality impacts associated with in-water project construction activities would be less than significant, and no further water quality mitigation was required. For the same reasons, the discussion of Impact 4.I-5 (potential for maintenance dredging to affect water quality) concludes that maintenance dredging would have a less than significant impact on water quality and no mitigation is required.

Section 4.J (Hazards and Hazardous Materials) of the EIR discusses the potential risk due to radiological contamination at the Project site, including Installation Restoration (IR) Site 17. (EIR, pp. 4.J-18 to 4.J-21; see Figure 4.J-2 [Installation Restoration and Operable Unit Sites].) In the Environmental Setting portion of Section 4.J, the EIR discloses that “low levels of radioactive contamination exist within the confines of the former naval base,” specifically referring to IR Site 17. Although the EIR finds that “a review of previous radiological activities, cleanup actions, and release surveys has not identified any imminent threat or substantial risk to current tenants or the local community,” the identified sites were in various stages of evaluation. Since the EIR was certified, ongoing evaluation and cleanup of radiation sites has progressed. In the discussion of Impacts and Mitigation Measures, however, the analysis of Impact 4.J-2 (potential for construction to expose people to hazardous materials) concludes that potential

exposure to hazardous materials due to Project construction activities, including disturbance of contaminated soil, would be a significant impact. Mitigation Measure 4.J-2 requires the City to prepare a Site Management Plan, prior to the issuance of the first building or grading permit on the Project site, that is approved by USEPA, DTSC (in consultation with CDPH-Radiological Health Branch (RHB) for Ra-226 contamination issues), and the Regional Water Board. Mitigation Measure 4.J-2 was adopted and incorporated into the Project and reduces this impact to a less than significant level. The Site Management Plan, Phase 1 Transfer Portion of Alameda Point has been approved by the regulatory agencies. This SMP implements Mitigation Measure 4.J-2 specifically to address the potential risks to the public and construction workers associated with handling and exposure to radiological contamination in dredged soil (sediment).

2 ENVIRONMENTAL CONDITIONS

This section briefly summarizes the nature and extent of residual chemical occurrence at the Site, and the estimated potential health risks associated with the redevelopment plans.

The Navy has performed investigations of Alameda Point since the late 1980s and identified potential areas of concern based on past activities and/or releases. Thirty-four of these areas were carried through to the CERCLA Program as IR sites, because historical information suggested these areas could be impacted with chemicals. Extensive sampling has been conducted within each of the IR sites, as these were the identified potential CERCLA “source areas” at Alameda Point. Soil sampling conducted at each of the IR sites was comprehensive, in that generally samples were analyzed for metals, total petroleum hydrocarbons (TPH), polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), semivolatile organic hydrocarbons (SVOCs), polycyclic aromatic hydrocarbons (PAHs), and pesticides. In some cases, IR sites are grouped into Operable Units (OUs) for purposes of CERCLA decision making.

One IR site coincides with the Site. IR Site 17 is closed with IC restrictions on dredging; there are no restrictions on use of IR Site 17 with sediments in place. From the 1940s to 1975, approximately 300 million gallons of untreated industrial wastewater and stormwater that reportedly contained heavy metals, solvents, paints, detergents, acids, caustics, oil and grease, and Ra-226 (from radioluminescent paints) were discharged into a network of storm drains and carried, in part, through storm sewer outfalls directly into Seaplane Lagoon (the Site). The outfalls located in the northeast and northwest corners of the lagoon were the primary sources of contamination. Based on the results of site investigation and risk assessment, the CERCLA process identified the following Chemicals of Concern (CoCs) for IR Site 17 sediment: cadmium, chromium, DDx (the sum of dichlorodiphenyldichloroethane, dichlorodiphenyldichloroethylene, and dichlorodiphenyltrichloroethane), lead, and PCBs. Radionuclides were specifically evaluated as Chemicals of Potential Concern at IR Site 17. However, no radionuclide was identified as a risk driver in the ecological or human health risk assessments, and none was identified as a CoC. The CERCLA ROD notes that because “elevated concentrations [of Ra-226] are isolated within the [CERCLA] remediation areas, any potential risks will be addressed through the remedial activity of sediment removal and off-site disposal.” The CERCLA remedial action at the Site, which included dredging the northeast and northwest corners of the lagoon, has been successfully completed, including evaluation of Ra-226 in confirmation sediment samples at the boundaries of sediment removal. Confirmation sampling results document the residual levels of the metal and chemical CoCs and Ra-226 that remain in the sediment in the northeastern and northwestern areas of the lagoon. Sediment was the only affected environmental medium at the Site; no CoCs were identified for either surface water or groundwater. Although Ra-226 represents de minimis risk in undisturbed sediment, dredging and

subsequent sediment management activities potentially increase risks. Compliance with this SMP is intended to address such risks.

The Navy addresses petroleum related contamination at Alameda Point through the Petroleum Program. CERCLA generally does not consider petroleum contamination unless it is comingled with non-petroleum contamination. No significant petroleum contamination is known to be present in the water at the Site with sediments in place. Based on the dredging conducted by the Navy as part of the remediation, future dredging, particularly on the northeastern side of the lagoon, is likely to produce a sheen on the sediment and surface water that requires control measures such as isolation of the dredge area and skimming to ensure protection of wildlife. Site conditions based on previous dredging by the Navy also include a high likelihood of large debris within the sediment (previously including chunks of concrete to 6 to 8 feet in size, vehicle tires, and anchors), wire, and dense sediments.

IR Site 17 is delineated in Figure 3.

The purpose of the following description is to summarize the Site's history, environmental status, and associated potential human health risks. Further information regarding chemical analyses and remedial activities previously implemented at the Site is presented in applicable Navy reports, excerpts of which appear in [Appendix B](#).

The summary for IR Site 17 below draws heavily from the Navy's October 2015, DRAFT FINAL *Finding of Suitability to Transfer Phase 2, Former Naval Air Station Alameda* (FOST). More detailed information for the CERCLA site is available in [Appendix B](#) to this SMP, which contains excerpts from various Navy and regulatory agency documents related to environmental investigations and remedial efforts at Alameda Point.

2.1 SEAPLANE LAGOON

IR Site 17, Seaplane Lagoon, consists of 111 submerged acres in the southeastern corner of Alameda Point. The Seaplane Lagoon was constructed in the 1930s by dredging a former tidal flat. During construction, seawalls were built along the eastern, western, and southern boundaries, and a bulkhead wall was constructed on the northern side. Four water access ramps are roughly evenly spaced along the northern perimeter. Two construction debris piles were stored along the northern shoreline of IR Site 17. From the 1940s until 1975, untreated industrial wastewater and stormwater were discharged into a network of storm drains and delivered to the Seaplane Lagoon through storm sewer outfalls in the northwestern and northeastern corners of the lagoon. IR Site 17 is grouped with IR Site 24 under OU-4B.

Total PCBs were identified as risk drivers in sediments at IR Site 17 based on the HHRA. Total PCBs, DDX, and metals (cadmium, chromium, and lead) were identified as risk drivers for ecological receptors.

The Final ROD for Site 17 was submitted in November 2006. The preferred alternative for contaminated sediment at Site 17 was dredging of sediment in the northeast and northwest corners of the Seaplane Lagoon, dewatering, and disposal at a permitted off-site waste disposal facility. Between October 2008 and December 2009, a time-critical removal action was conducted to remove the submerged construction debris piles located along the northern shoreline of Site 17. After evaluation of post-dredging data, additional sediment was removed. Remedial action for the sediments in the northeast and northwest corners of Seaplane Lagoon began in January 2011 and was completed in 2013. Analysis of confirmation sediment samples collected from the bottom and walls of the dredged areas at the completion of sediment removal verified that remedial goals had been achieved. The confirmation sampling also evaluated Ra-226 in sediment; no unacceptable radiological risks were found. The RACR documents that the CERCLA remedial action objectives have been achieved and concludes that no further action is required. During the processing of the sediment removed from the Seaplane Lagoon, 51 small items with Ra-226 (radioluminescent paint) were removed from the sediment and disposed of at a licensed facility. In recognition of the potential presence of similar items with radioluminescent paint may be present in the undredged areas of Seaplane Lagoon, the BCT completed an ESD that modifies the CERCLA decision in the ROD by adding an IC component to the remedy that prohibits dredging activities at the Site unless conducted in compliance with an SMP that is acceptable to FFA signatories and a project-specific work plan that is acceptable to DTSC and to CDPH-RHB in consultation with DTSC on radiation issues in Seaplane Lagoon.

The Final RACR was submitted in September 2014. USEPA concurred with the Final by letter dated March 17, 2016 and DTSC concurred by letter dated April 1, 2016. As noted in the March 2016 Final FOST, IR Site 17 is now suitable for transfer. The ESD was submitted in December 8, 2015, and approved on March 18, 2016. The ESD requires the implementation of a CERCLA IC to supplement current dredging regulations to ensure the protection of human health and the environment for potential future dredging of Seaplane Lagoon and disposal of that sediment by a future property owner. The LUC RD was submitted in December 8, 2015, and approved on March 17, 2016. The LUC RD defines the controls and responsibilities associated with implementation of the dredging IC defined in the ESD.

3 RISK MANAGEMENT MEASURES TO BE IMPLEMENTED AT THE SITE PRIOR TO REDEVELOPMENT

The following subsections describe the risk management measures to be implemented at the Site, prior to Site redevelopment, to minimize the potential for human exposures to residual radiological contamination potentially present at the Site. This section also includes procedural guidelines to ensure that redevelopment activities at the Site are conducted in accordance with applicable CERCLA ICs established in the ESD and LUC RD, deed, CRUP, and federal, state, and local environmental health and safety regulations.

This section is not intended to impose redevelopment requirements other than those that should be applied (when prudent) at any other urban waterfront construction project in the City, unless areas of known or suspected environmental contamination are involved.

3.1 WORKER HEALTH AND SAFETY

3.1.1 Site-Specific Health and Safety Plan

Site-specific HSPs are designed to help ensure that site construction activities are performed in a manner protective of the health and safety of site construction workers and of interim site users in the construction zone (i.e., within the fence that is erected at the beginning of construction activities to demarcate those areas where access needs to be restricted, discussed in [Section 4.2](#)). This SMP is designed primarily to ensure the health and safety of current and future Site users outside the immediate vicinity of construction; the development of a site-specific HSP is the responsibility of the contractor and is beyond the scope of this SMP. The site-specific HSP provides one mechanism through which workers involved in the redevelopment of the Site are informed of the presence of chemicals in the area prior to initiating work.

Any contractor's site-specific HSP must meet the following minimum requirements for that contractor to perform or oversee Intrusive Activities under this SMP:

- The HSP must be certified by a CIH and by a CHP (for radiological health portions);

The HSP must contain:

- A background section containing a description of the project, including work tasks, objectives, and personnel requirements;
- A discussion of project personnel organization and responsibilities, including names, assignments, responsibilities, reporting pathways, and contact information;

- A discussion of chemical hazards at the site, including acute and chronic health effects, and established occupational exposure limits of chemicals of potential concern identified at the site;
- A discussion of known and anticipated radiological hazards at the site and appropriate measures for worker protection;
- A discussion of physical hazards known or reasonably expected to be present at the site based on proposed construction, including but not limited to hazards associated with equipment use, environmental hazards (heat stress, etc.), and noise;
- A discussion of engineering controls that will be employed to minimize exposure of site workers and adjacent populations to chemicals in sediment, surface water, soil, and groundwater;
- A discussion of required worker qualifications, including training requirements, medical surveillance, and recordkeeping (see also [Section 3.1.2](#));
- An exposure monitoring plan, including personal workspace monitoring and sampling protocols, appropriate action levels, field monitoring logs, and monitoring equipment calibration specifications;
- A discussion of general safe work procedures, including site control and security measures, sanitation facilities, illumination, required personal protective equipment (types and rationale for selection), establishment of work zones and decontamination procedures, and documented daily tailgate safety meetings (during which the above information, particularly the information regarding the presence of chemicals and chemical hazards, is disseminated to all workers);
- A discussion of confined space entry locations, risks, and specific safety precautions and training requirements;
- Monitoring and general safety protocols to be used in the event of the discovery of areas of unknown contamination or subsurface structures; and
- Emergency response procedures, including a map to the nearest hospital, an evacuation plan, first aid procedures, fire protection and response procedures, spill containment procedures, and emergency references (key telephone numbers, addresses, etc.).

3.1.2 Health and Safety Training and Certification

Based on known environmental conditions at the Site, the use of personnel trained and certified in environmental health and safety procedures pursuant to OSHA 29 CFR 1910.120, HazWoper Training requirements (OSHA-certified), is required within the areas requiring ICs during Intrusive Activities. In order to comply with OSHA rules and regulations, which is the responsibility of all contractors at the Site, OSHA-certified workers would likely be required to be used if Intrusive Activities are to be performed.

Subject to the immediately preceding paragraph, this SMP does not require the use of OSHA-certified workers for Intrusive Activities at locations within the Site, unless such workers are required to comply with requirements under Cal/OSHA rules and regulations. If unknown areas of contamination or subsurface structures are identified pursuant to [Section 4.3.3](#), compliance with OSHA rules and regulations would likely indicate that OSHA-certified employees should perform all remaining Intrusive Activities at the area in question.

Given the potential for encountering diffuse or discrete radioactive materials in Site sediments, personnel involved in removal activities such as dredging or other actions involving contact with Site sediments shall complete site-specific radiological awareness training, and, if appropriate, radiation worker training, prior to engaging in such actions.

4 RISK MANAGEMENT MEASURES TO BE IMPLEMENTED AT THE SITE DURING REDEVELOPMENT

This section identifies appropriate risk management measures to be implemented at the Site to minimize the potential for human or environmental exposure to chemicals or radioactive materials mobilized by construction, including dredging, activities. Where applicable, the risk management activities address each individual environmental medium, and provide risk mitigation efforts for each.

This section is not intended to impose redevelopment requirements other than those that should be applied (when prudent) at any other urban construction project in the City, unless areas or discoveries of known or suspected environmental contamination are involved.

4.1 IDENTIFICATION OF CONSTRUCTION/REDEVELOPMENT ACTIVITIES THAT COULD IMPACT HUMAN AND/OR ENVIRONMENTAL HEALTH

Construction, including dredging and sediment handling, and redevelopment within the areas requiring ICs are likely to include various site preparation activities that will disturb sediments. The following activities have the potential to impact human or environmental receptors:

- Unauthorized access to the Site during construction;
- Dust generation associated with Intrusive Activities, movement of construction and transportation equipment, and winds traversing exposed soils, including sediment, or stockpiles;
- Internal radiation exposure from ingestion or inhalation of loose radioactive material associated with discrete or diffuse radioactive material present in dredged sediments;
- Off-Site transport of sediment by surface runoff;
- Contamination of soil and/or groundwater from the stockpiling of saturated, contaminated soil;
- Stockpiling of contaminated sediment, especially sediment whose chemical concentrations would characterize the sediment as “hazardous waste”; and
- Inadvertent off-Site transport of sediment on truck wheels or from unsecured truck beds.

4.2 ACCESS CONTROL DURING CONSTRUCTION/DREDGING

The potential for unauthorized access to the construction/dredging site and the accompanying risk of exposure to contaminated sediment shall be managed as follows, at a minimum:

- A 6-foot-high chain-link fence shall be erected around the construction site perimeter, unless site conditions warrant the use of a taller fence. Access to the Site will be restricted by control points (i.e., gates) that will be monitored, and locked during non-construction hours.
- “No Trespassing” signs in both English and Spanish shall be posted every 500 linear feet along the fence line.
- If required pursuant to Proposition 65, public notices shall be posted along the fence line alerting the public that chemicals with known adverse health effects have been found in soil and groundwater at the Site.
- Appropriate postings shall be used to identify any radiologically controlled areas.

These are standard construction-site security measures that are required to be implemented even in the absence of any contaminants in sediment, soil, and/or groundwater.

4.3 RISK MITIGATION TO ADDRESS CHEMICAL CONTAMINANTS IN SEDIMENT

This section pertains primarily to non-radiological contaminants that could be present in sediment removed from Seaplane Lagoon. However, some requirements and protocols addressing potential radiological contamination have been included to avoid redundancy. Requirements and protocols specific to potential radiological contamination or radioactive items are given in [Section 4.4](#).

4.3.1 Sediment Disposal Profiling

Proper handling, waste profiling, and disposal are needed for sediment removed from Seaplane Lagoon. This section is intended to provide handling protocols for sediment that is or may be hazardous waste (unless/until demonstrated otherwise).

The IR Site 17 remedial action removed contamination in accordance with the ROD and remedial action work plan. Should sediment suspected to be “hazardous waste” under the regulations listed above in [Section 1.6](#) be dredged or otherwise handled, the material should be managed as hazardous waste pursuant to CCR Title 22, Division 4.5 and the following handling protocols shall be implemented:

- Excavation and transportation shall be performed by OSHA-certified personnel;
- Sediment shall remain on site until waste profiling is complete, unless disposed of as hazardous waste within 90 days;

- Sediment confirmed or presumed to contain radiological contamination or discrete radioactive items shall be segregated from sediment determined to be free from radiological contamination and managed pursuant to [Section 4.4](#) of this SMP;
- Breathing zones shall be monitored for radiological material, dust, and VOC concentrations as specified by the site-specific HSP;
- Trucks transporting these sediments shall be loaded atop polyethylene sheeting, or equivalently impermeable and durable sheeting, and decontaminated, as necessary, prior to departing the loading area, and all loads shall be covered during transport;
- Sediment stockpiles shall be:
 - Managed to segregate sediment of different origins, including conspicuous and durable labeling or posting of stockpiles to display their origins
 - Tracked in compliance with a stockpile tracking system that is specified in the approved project-specific work plan to ensure multiple checks before any stockpiles are moved or disposed
 - Placed atop and under anchored, impermeable sheeting
 - Limited in volume to 1,000 cubic yards (yd³)
 - Managed in accordance with a SWPPP that complies with the State Water Resources Control Board (SWRCB) Construction General Permit
 - Access-restricted via erection of a 6-foot-high chain link fence with locked access points
 - Inspected daily, with inspection records maintained pursuant to [Section 4.3.2.5](#)
 - Posted with appropriate signage indicating the presence of potentially hazardous waste, including related radiological controls, as required
- Drainage basins shall be protected in accordance with a SWPPP that complies with the SWRCB Construction General Permit;
- Sediment shall be either characterized as non-hazardous waste or disposed of as hazardous waste within 90 days; and
- Should sediment be determined to be hazardous waste, transportation shall be manifested under the appropriate RCRA or California regulations; off-site disposal shall be at a federal- or state-licensed hazardous waste treatment or disposal facility, as appropriate; and disposal documentation shall be provided to the CBO.

Additional sampling for waste profiling may be required by the disposal facility prior to acceptance of the waste.

4.3.2 Sediment Management Protocols During Site Redevelopment

All handling, movement, stockpiling, and reuse of sediment within the Site is subject to protocols delineated in this section, except for sediments addressed in [Section 4.3.1](#). [Section](#)

[4.3.3](#) specifies contingency protocols to manage risk in the event that residual contamination, managed by ICs through implementation of the ESD and LUC RD, or unknown contamination or structures are encountered.

4.3.2.1 Sediment Movement and Handling

Sediment may be handled and moved from one portion of the Site to another, as needed, within the limitations established in Section 4.3.2.6. The movement and handling of sediment will be in compliance with applicable license conditions, if any, and regulatory requirements. Potential impacts associated with movement and handling are addressed through adherence to the sediment stockpile management procedures (this section), the dust control measures (Section 4.5), and the storm water pollution prevention control measures (Section 4.6.1) detailed in this SMP. Additionally, sediment movement shall be conducted pursuant to any traffic management plan that is applicable to the project.

4.3.2.2 Sediment Stockpiles and Associated Dust Generation

Sediments dredged from the Site may require stockpiling. The risk management measures discussed below address potential risks from wind transport, surface erosion, and unauthorized access to these stockpiles.

Sediments whose chemical concentrations would characterize the sediment as "hazardous waste" if the sediment were deemed a waste shall not be stockpiled for longer than 90 days. Should the sediments meet any of the hazardous waste criteria, they will be disposed offsite accordingly within 90 days of generation.

As required by [Section 4.3.1](#), with respect to sediments known or suspected of being "hazardous waste" under law, stockpiling and other sediment management shall segregate sediments of different origins.

All stockpiles shall be placed atop water-impermeable plastic sheeting within a sediment berm, or equivalent sediment-trapping mechanism, as per the SWPPP. Several alternative measures are available to minimize the generation of dust from sediment stockpiles:

- Cover the stockpiles with anchored impermeable sheeting,
- Enclose the stockpiles in a covered structure,
- Hydroseed the stockpiles,
- Apply a non-toxic soil stabilizer to the surface of the stockpiles, or
- Regularly spray stockpiles with water.

One or more of these dust mitigation methods shall be selected based on field conditions, such as weather and the size of the stockpile(s). Selection of stabilization efforts shall be at the contractor's discretion, provided compliance with the BAAQMD regulations is ensured. These sediment stockpile management protocols are consistent with what is required by BAAQMD for the management of soil stockpiles in a Bay Area construction setting.

4.3.2.3 Sediment Stockpiles and Erosion Management

To help ensure that stockpiled sediments do not erode and potentially impact off-site receptors, all stockpiles shall be protected in accordance with a SWPPP that complies with the SWRCB Construction General Permit (regardless of the presence of potential contaminants). Collection, containerization, profiling, and disposal of any water that collects within any sediment berm surrounding the stockpile shall be in accordance with applicable regulations.

4.3.2.4 Sediment Stockpiles and Access Management

Provided stockpiles are located within active construction zones, the access restrictions set forth in [Section 4.2](#) will be sufficient to control stockpile access. However, should the stockpile be located outside an active construction zone, access will be controlled using a chain-link fence with locked gates and appropriate warning signs in English and Spanish.

Stockpiles of the following types of sediment shall be segregated from sediments of different origin and surrounded by a 6-foot-high, locked, chain-link fence until determined to be non-hazardous or disposed off-Site within 90 days:

- Sediment stockpiles awaiting waste profiling,
- Sediments whose chemical concentrations would characterize the sediment as "hazardous waste", and
- Sediment that has been radiologically characterized and confirmed or presumed to contain radiological contamination or discrete radioactive items.

4.3.2.5 Sediment Stockpiles and Monitoring

Daily inspection of stockpiles shall be conducted for stockpiles of contaminated or uncharacterized materials and any stockpile located outside an active construction zone. All stockpiles shall be monitored in accordance with a SWPPP that complies with the SWRCB Construction General Permit (regardless of the presence of potential contaminants). All inspection activities shall be performed by or supervised by a QSP. The QSP may delegate any

or all of these activities to an employee appropriately trained to do such task(s). Inspections of the integrity of the stockpile shall include an assessment of the following:

- The integrity of erosion control efforts;
- The effectiveness of access control measures; and
- The need for repairs to maintain erosion or access control.

Tears in a stockpile cover shall be repaired or the cover replaced if the tears exceed 6 inches in length and one-eighth inch in width. Sediment washouts are to be replaced and recovered.

To facilitate adherence to the SMP, a stockpile log shall be kept by the developer's designated environmental professional, and shall be made available to the City upon request. The log shall include the following information:

- Date(s) of sediment generation;
- Approximate location of dredging activity(ies) generating stockpiled sediments;
- Location of stockpile;
- Final destination of stockpiled sediments;
- Log of any erosion control measures implemented or modifications made; and
- Stockpile inspection documentation.

4.3.2.6 Offsite Sediment Disposal

Dredged sediments must be fully profiled and managed accordingly. If profiling determines that sediments are hazardous waste under RCRA or California hazardous waste regulations, such sediments will require appropriate handling and disposal at a licensed hazardous waste treatment, storage, and disposal facility. The EPA off-site rule expert for Region 9 will be consulted before any hazardous waste is disposed off-site.

4.3.2.7 Sediment Disposition

Sediment reuse is subject to the same environmental practices and considerations that are applicable to such activities in other urbanized areas of the City, except to the extent this section provides more specific direction. For Alameda Point projects, the Regional Water Board's Environmental Screening Levels (ESLs, online at http://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/esl.shtml) are planned to be used, and the screening levels selected will be appropriate for the current and future land use of the subject project.

Sediment reuse shall adhere to the following three principles:

- Sediment from a “contaminated area” that does not exceed ESLs is not necessarily equivalent to sediment from a “clean area”.
- Sediment from a “contaminated area” that does not exceed ESLs may be reused at the site where the release or cleanup occurred but not in a “clean area”.
- Contaminated sediment can be reused in areas with comparable or greater contamination of the specific CoCs.

For purposes of this section, a “clean area” shall be an area where soil does not appear to contain unknown (i.e., unexpected) contamination (see [Section 4.3.3](#)). In addition, a “clean area” must be one of the following areas:

- An area that is not within a CERCLA site or a Petroleum Program site;
- An area within a CERCLA site, but outside the area where a release occurred or to where contamination may have migrated;
- An area within a CERCLA site where the Navy has excavated and backfilled with clean soil;
- An area within a closed Petroleum Program site for which the site closure package concludes that no significant release has occurred; or
- An area within a closed Petroleum Program site that had a release, but outside the area where the release occurred or to where contamination may have migrated.

Conversely, for purposes of this section, “contaminated area” shall mean any of the following areas:

- An area where soil appears to contain unknown (i.e. unexpected) contamination (see [Section 4.3.3](#));
- An area within a CERCLA site or within a closed Petroleum Program site where a release has occurred or to where contamination may have migrated, except to the extent the area has been excavated and backfilled with clean soil; or
- Any area within an open Petroleum Program site.

Sediment from the Site may be reused in another “contaminated area” with comparable or greater contamination of the specific CoCs. With respect to carcinogenic PAHs, reuse in another “contaminated area” is also acceptable when the sediment being reused has benzo(a)pyrene equivalent levels that do not exceed the Alameda Point-specific ambient levels, which are (a) no soil has greater than 1 milligram per kilogram (mg/kg) and (b) the 95% upper confidence limit of the mean of analytical results from samples that appropriately characterize the soil is no greater than 0.62 mg/kg.

Sediments to be relocated and reused shall be sampled according to American Society for Testing and Materials (ASTM) E1903-11, *Standard Practice for Environmental Site*

Assessments: Phase II Environmental Site Assessment Process, and ASTM D4700-91, *Standard Guide for Soil Sampling from the Vadose Zone*. Dredged sediments intended for relocation and reuse are subject to the following analytical requirements as needed to supplement existing validated characterization data:

- One discrete sample from every 50 yd³ (at most) for VOCs (including benzene, toluene, ethylbenzene, xylenes, and naphthalene) by USEPA Method 8260C;
- One composite sample from every 250 yd³ (at most) for Title 22 metals by USEPA Methods 6020/6010B/7470/7471A, and SVOCs (including PAHs) by USEPA Method 8270C, with selective ion monitoring;
- One composite sample from every 500 yd³ (at most) for TPH by USEPA Method 8015B, pesticides by USEPA Method 8081A, and PCBs by USEPA Method 8082,
- Closed-system purge and trap for volatile organics in soil by USEPA Method 5035, and
- Any other analytical methods that the disposal site requires, such as toxicity characteristic leaching procedure (TCLP) and radiological methods.

Composite sediment samples shall be created from one subsample from every 50 yd³ (at most).

The analytical requirements for dredged sediments intended for reuse consist only of analytes with remedial goals in the CERCLA ROD.

Composite sampling of unanalyzed stockpiled sediment is unacceptable, unless the sediment originates from the same source area. In addition, if samples are composited, they should be from the same in-place depth interval (before dredging and stockpiling) and not from different depth intervals.

The direction provided in this section is intentionally conservative in order to be appropriate for Site-wide applicability. On a case by case basis, departures from this section may be acceptable. However, proposed reuse of sediment that departs from this section shall be proposed to the FFA signatories for concurrence prior to implementation.

4.3.2.8 Sediment Transportation

Sediments requiring transportation must be fully profiled. If profiling determines the sediment is hazardous waste under RCRA or California hazardous waste regulations, the sediment must be managed in accordance with RCRA and/or California waste tracking protocols. If profiling determines that the sediment is a designated waste, it will be managed and transported under Bill of Lading protocols.

4.3.3 *Contingency Protocols for the Discovery and Management of Residual Contamination or Unknown Contamination or Structures*

During dredging or other construction at the Site, residual contamination may be encountered as discussed in the ESD and LUC RD. If such residual contamination is encountered, the risk mitigation measures described in the following subsections should be implemented.

Prior to beginning construction/dredging at the Site, the contractor shall review available information to identify any known areas of contaminant presence, including contaminant location, type, and concentration. As described in [Section 3.1.1](#), the site-specific HSP, to be prepared by contractors at the Site, shall incorporate a summary of the specific chemical constituents present at the Site to which workers may be exposed.

Monitoring protocols should be in place to identify any residual sediment contamination that is not consistent with the review of available information. Such conditions may be noted by visual or olfactory differences, or differences in physical composition from surrounding sediments, and shall include, but not be limited to, the following:

- Oily or shiny sediments;
- Sediments saturated with a liquid other than water (i.e., free-phase liquids);
- Sediments with an appreciable chemical or hydrocarbon odor;
- Sediments with elevated organic vapor measurements (as measured with a photoionization detector, flame-ionization detector, or equivalent);
- Sediment discoloration not related to lithologic facies changes;
- Sediments exhibiting radiological measurements that are significantly above those of the IR Site 17 remedial action sediment confirmation samples; and
- Radiological devices that are significantly different from the 51 small radiological items encountered in sediment during the IR Site 17 remedial action.

Aside from the residual conditions described above or in the ESD, LUC RD, or RACR, if areas of conditions that are not consistent with the review of available information (unknown or not reasonably expected contamination) are encountered, work shall cease in that area immediately and the City and either the Regional Water Board staff (if apparently petroleum-related) or DTSC (if apparently not primarily petroleum-related) shall be contacted (within ten days, unless applicable law requires more immediate reporting) and their assistance requested in determining further sampling or mitigation. If it is unclear whether the residual conditions are primarily petroleum-related or not, then both Regional Water Board staff and DTSC shall be contacted and their assistance requested. To the extent the Site has not been delisted from the CERCLA NPL, USEPA is to be contacted concurrently with DTSC whenever DTSC must be contacted. Contact information for BCT representatives and the City's CBO is provided in [Section 1.5](#). Further

construction in the area shall not proceed until authorized by the regulatory or City representative. Materials that trigger these protocols shall be handled pursuant to [Section 4.3.1](#).

To minimize down time, samples should be collected immediately and analyzed by a State-certified laboratory for any suspected contaminants. Target analytes should be determined with input from the BCT and the City and shall be based on a review of field evidence, as well as existing information about the area. If the unidentified material proves to be unacceptably contaminated, further actions shall be undertaken consistent with applicable Cal/OSHA rules and regulations, and under proper regulatory oversight.

4.4 RISK MITIGATION TO ADDRESS RADIOLOGICAL CONTAMINANTS IN SEDIMENT

Any dredging or similar actions involving removal of sediments from the Site shall be performed by a contractor(s) holding the requisite radioactive materials licenses acceptable to the State of California. Contractors shall prepare and implement a project-specific work plan(s) that, at a minimum, addresses the radiological control provisions and requirements set forth in this SMP. This SMP and a project-specific work plan do not apply to activities, such as weighing anchors, that may incidentally surface small amounts of sediment, for example, less than one cubic foot of sediment.

Some of the radiation control measures defined herein will be necessary only if diffuse radiological contamination is present in dredged sediments. The pre-dredge sampling required under [Section 4.4.2](#) will provide initial information regarding the presence of diffuse radioactive material in the area(s) to be dredged. However, the absence of diffuse radioactive material in the pre-dredge samples will not provide a sufficient basis for assuming diffuse radioactive material will not be encountered as dredging activities progress. Hence, the possibility of diffuse radiological contamination must be appropriately considered in the work plan(s) prior to beginning any work to ensure that appropriate controls are implemented in a timely manner in the event diffuse radioactive material is encountered.

The site-specific work plan(s) required by this subsection shall be reviewed and approved by the City and DTSC prior to any actions involving removal of sediments from the Site. DTSC, in consultation with CDPH, will be the principal agency providing oversight of radiological work practices and ensuring radiological regulatory compliance for sediment removal activities performed under this SMP.

The following subsections identify elements and, where appropriate, minimum requirements that the site-specific work plans and procedures must address prior to beginning large-scale sediment removal actions from the Site. The provisions in the following subsections are intended to replicate the corresponding sections in the BCT-approved CERCLA Remedial Action Work Plan

(RAWP) for IR Site 17 whenever applicable and will be in compliance with the ESD and LUC RD.

4.4.1 Worker Training Requirements

Contractors shall implement radiological awareness training and radiation worker training, as appropriate, for all site workers. An example of appropriate radiation worker training may be found in Section 4.2.2 of the IR Site 17 RAWP. A graded approach to training, whereby requirements are commensurate with expected work duties and potential for exposure to radioactive materials, is acceptable provided such training meets all applicable license conditions and regulatory requirements.

4.4.2 Pre-Dredge Characterization of the Intended Dredging Area

Prior to beginning any large-scale sediment removal actions from the Site, representative sampling shall be completed to screen for the presence of diffuse radioactive materials in the area(s) to be dredged. Significant amounts of diffuse radiological contamination are not expected, so the presence of such would warrant a thorough review and evaluation of any existing site-specific work plan(s).

Samples shall be prepared and analyzed for Ra-226 via gamma spectrometry via USEPA Method 901.1 or equivalent, following a sufficient period of time to ensure equilibrium of the bismuth-214 progeny. Analyses shall be performed by a laboratory accredited under the National Environmental Laboratory Accreditation Program and certified by the state of California for radiochemical analyses of environmental samples.

It may be desirable for the contractor(s) to develop a standalone work plan and/or sampling and analysis plan specifically for the required ex ante sampling of the intended dredging areas. Any requirements for pre-dredge screening of sediments for CoCs should be considered in conjunction with the requirements for radiological screening. The pre-dredge characterization sampling should reflect applicable elements of the work instruction utilized for the pre-dredge sampling performed in support of the environmental remediation actions completed by the Navy for the Site, which is included in Appendix C of the IR Site 17 RAWP. The work instruction will be provided by the individual contractor.

Selection of the number, type, and distribution of the pre-dredge sample locations may require a combination of judgment and systematic methods. Depending on the circumstances, an iterative approach to the pre-dredge sampling may be warranted. It may be desirable to first perform composite-type sampling to screen for the presence of diffuse radioactive material over a larger

area of the lagoon bottom, followed by core collections, as appropriate, to establish depth distribution.

Pre-dredge characterization data will be used for screening purposes only. It will not be used to characterize sediment for compliance with radiological release or waste disposal criteria.

4.4.3 Radiological Release Criteria

4.4.3.1 Land Areas and Sediments

Unless otherwise specified in an approved, project-specific work plan, the radiological release criterion for diffuse Ra-226 in Site sediments to be disposed or otherwise dispositioned as non-radioactive shall be 1 picocurie per gram (pCi/g) above the average background concentration. For the environmental remediation actions completed at the Site and/or surrounding areas of Alameda Point, the Navy, with concurrence from the USEPA, applied an average background concentration for Ra-226 in Site sediments of 0.56 pCi/g. This value was determined through sampling of an upland trench area at Alameda Point comprised of the San Francisco Bay sediments from which the area was constructed.

One hundred percent scanning will be required to demonstrate that the Ra-226 concentrations in dredged materials and land areas used for handling and processing do not exceed the applicable release criterion. Additional measurements, such as direct surveys and sampling, will be required to augment scanning results in the event scanning alone is not sufficiently sensitive to demonstrate compliance with the release criterion. Unless otherwise specified in an approved, project-specific work plan, adequate scan sensitivity shall be determined using the methods presented in Section 4.9 of the IR Site 17 RAWP, or equivalent. Additional methods, such as systematic sampling in accordance with the Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM), will be required in the event an adequate scan sensitivity cannot be achieved.

Unless otherwise specified in an approved, project-specific work plan, the screening criterion for discrete radioactive items that might be present in sediments dredged from the Site will be derived for project-specific gamma scanning instrumentation using the method described in Section 4.7.1 of the IR Site 17 RAWP. Average instrument background readings and the corresponding standard deviations will be determined for an appropriate reference area(s) or material in a manner consistent with the methods of Section 4.6.2 of the IR Site 17 RAWP.

4.4.3.2 Surfaces, Vehicles, and Equipment

Release criteria for potentially-contaminated surfaces and items, such as vehicles, equipment, or dredged debris that cannot be considered a discrete radioactive item, shall be protective of human health and the environment and comply with all applicable federal, state, and local regulations. The decontamination criteria set forth in Nuclear Regulatory Commission Regulatory Guide 1.86 serve as de facto industry standards for radiological clearance of surfaces. Volumetrically-contaminated items (e.g. debris) or other items that cannot be adequately assessed for radioactive contamination will have to be disposed as radiological waste.

4.4.4 Instrumentation

Applications for which appropriate radiation survey or measurement instrumentation should be available are expected to include, but not be limited to, the following.

- Scan and direct surveys of land areas, dredged sediments, or other volumetric media for the presence of diffuse and discrete contamination.
- Surveys of surfaces, vehicles, and equipment for fixed plus removable contamination.
- Assessments of removable contamination on surfaces, vehicles, and equipment.
- Assessment of airborne radiological contamination in the breathing zone and ambient air.
- Personnel frisking, for the whole body and extremities, as appropriate.
- Measuring radiation dose or exposure rates.

All instrumentation used for radiation surveys and measurements under this Plan shall be appropriate for the expected environment and conditions, properly calibrated, and in good working condition. Instruments shall be operated only by appropriately trained and qualified personnel. Contractors shall demonstrate that any instrumentation used to detect or quantify diffuse or discrete Ra-226 for the purpose of radiological free release is sufficiently sensitive with respect to the applicable radiological release criteria. Instrument sensitivities will be determined using the methods described in Section 4.9 of the IR Site 17 RAWP unless otherwise specified in an approved, project-specific work plan. Instruments used for radiation protection or radiological control purposes, including, but not limited to, measurements of dose or exposure rates, surface contamination levels, or airborne concentrations, shall likewise be demonstrated to be sufficiently sensitive for those purposes in the same manner. Contractors are encouraged to have pressurized ion chambers, or equivalent, available for assessing energy-dependence effects for dose or exposure rate measurements performed using sodium iodide detectors.

In addition to appropriate instrumentation for field measurements, contractors shall also have access to appropriate laboratories or service providers capable of analyzing sediment and other

media samples, as appropriate, for Ra-226 concentration. Such laboratories or service providers shall meet the qualifications specified in [Section 4.4.2](#) of this SMP.

4.4.5 Baseline Radiological Surveys

Baseline radiological surveys shall be performed in any work or support areas where there is a reasonable potential for radiological impact from sediment handling activities. This includes any areas intended for use as laydown or dewatering of dredged materials, or other areas where dredged sediments and debris are to be offloaded, handled, stockpiled, screened, packaged, etc. It also includes any areas to be used for equipment staging, wash down, decontamination, waste handling, etc. The purpose of the baseline surveys is to rule out the presence of any preexisting radiological impact, or, in the event preexisting impact is discovered, to determine its extent in any areas that will be subject to radiological controls or otherwise potentially impacted by sediment removal actions.

4.4.6 Radiological Controls and Radiologically Controlled Areas

Strict radiological controls shall be implemented and maintained at all times to ensure protection of workers, the public, and the environment from any radioactive materials encountered during sediment removal actions from the Site. Radiologically controlled areas (RCAs) shall be established for any local areas where there is a reasonable potential for radiological impact from sediment removal actions or where Site sediments or radioactive materials segregated from Site sediments could otherwise be encountered.

4.4.6.1 Access Controls

All RCAs will be properly segregated, secured, and posted such that unauthorized individuals cannot unknowingly gain access. Access control requirements are presented in [Section 4.2](#).

4.4.6.2 Routine Surveys and Contamination Control Measures

Radiation surveys shall be conducted on a routine basis to assess radiological conditions and ensure that no radioactive contamination has occurred. Such surveys may include, but not be limited to, dose or exposure rate surveys, direct surveys for surface contamination, and swipe surveys for removable contamination. Routine surface contamination surveys should be performed regardless of the presence of diffuse radioactive materials having been identified in Site sediments.

4.4.6.2.1 Radiologically Controlled Areas

Points of access to/egress from RCAs will be staffed by a trained radiation control technician(s) or otherwise outfitted with appropriate contamination survey instrumentation to prevent the uncontrolled release of radioactive material. This applies to both onshore RCAs and any access/egress areas established for offshore activities. All personnel and equipment shall be screened for radioactive materials or contamination upon exiting RCAs in accordance with established radiation protection practices.

4.4.6.2.2 Vehicles and Heavy Equipment (Onshore)

All vehicles and equipment shall be properly surveyed prior to exiting any radiologically controlled area. The extent of radiological control and decontamination measures needed for vehicles and equipment involved in the removal of Site sediments will depend on whether diffuse radiological contamination is indeed present. Nonetheless, appropriate, graded contamination monitoring and control measures, including a properly-designed and contained decontamination area, should still be readily available in the event diffuse or dispersible contamination is encountered at some point.

4.4.6.2.3 Offshore equipment

Dredges, tugboats, and other water-based equipment used in the removal of Site sediments shall be routinely surveyed for surface contamination. Surveys should be performed at locations most likely to be affected by diffuse radioactive contamination in sediment or suspended in the water. These include boat decks and crew areas, as well as sampling of hull exteriors below the waterline. Section 4.6.4.2 of the IR Site 17 RAWP provides guidance for performing routine radiological surveys of water-based equipment. However, the appropriate frequency and extent of such surveys may vary depending on whether diffuse radiological contamination, i.e., greater than two times background, is known to exist in removed sediments. In general contamination surveys of potentially-contaminated above-water surfaces shall be performed at least daily (on working days). Below-water surfaces shall be screened weekly.”

4.4.6.3 Stormwater, Spill, and Erosion Control

Appropriate Best Management Practices (BMPs) shall be applied to ensure there are no uncontrolled releases of radioactive materials from any RCAs established during any removal actions involving sediments from the Site. Appropriate BMPs will be implemented as described in Section 3.1.5 and Appendix G of the IR Site 17 RAWP, unless explicitly specified otherwise in the project-specific work plan approved for sediment removal actions.

4.4.6.4 Dust Control and Ambient Air Monitoring

The need for dust control and air monitoring measures will be driven by the moisture content of dredged sediments. Unless otherwise stated in an approved project-specific work plan, the dust control practices described in Section 4.5.1.1 of the IR Site 17 RAWP will be applied to ensure there is minimal dust generation from handling of Site sediments regardless of the presence of dispersible radioactive material. As a precaution, daily monitoring of the ambient air shall be performed to ensure any airborne releases of Ra-226 are maintained As Low As (is) Reasonably Achievable (ALARA). Such monitoring should be performed in the vicinity of areas where Site sediments have been stockpiled or otherwise accumulated.

4.4.7 Personnel Monitoring

Discrete radioactive items containing Ra-226 may be encountered in sediments removed from the Site. Personnel dosimetry, including whole body and extremity monitoring, as appropriate, shall be worn by any personnel having a potential to encounter radioactive materials in or from Site sediments in the course of their job duties. All whole body monitoring for external dose shall employ dosimeters and dosimetry processors certified under the National Voluntary Laboratory Accreditation Program.

While unlikely, a potential may exist for ingestion or inhalation of dispersible radioactive material from discrete items or diffuse contamination present in sediments removed from the Site. Contractors should therefore have contingencies in place for implementing appropriate bioassay measures should field conditions indicate the possibility of an intake.

4.4.8 Radiological Monitoring of Dredged Debris

Any debris encountered and removed from the Site during dredging operations shall be appropriately screened for radiological contamination and, if contamination is found, decontaminated to the extent practical. If decontamination to meet the applicable release criteria cannot be achieved, then the debris must be handled as low-level radioactive waste (LLRW).

Debris refers to items substantially larger than the 51 discrete radioactive items encountered in sediment during the Navy's remedial actions. Such debris is not expected to be intrinsically radioactive, but could potentially be radiologically contaminated.

Debris shall be placed in suitable containers or otherwise contained to prevent migration of potentially-contaminated sediment or liquids. Debris shall be rinsed or cleaned as necessary to remove any adhering or entrained sediment. Removed sediment shall be transferred to the sediment dewatering area or otherwise staged for characterization pursuant to [Section 4.4.9](#).

Accumulated liquids will be captured and stored in tanks, drums, or equivalent pending radiological characterization in accordance with [Section 4.4.10](#). Once suitably cleaned, debris shall be screened for radiological contamination and decontaminated as necessary to meet the radiological release criteria defined in [Section 4.4.3.2](#) for surfaces, vehicles, and equipment. Alternatively, if decontamination is impractical or cannot be achieved then the debris shall be segregated and handled as LLRW in accordance with [Section 4.4.10](#).

A tracking log or equivalent shall be maintained for any debris removed from Seaplane Lagoon during sediment removal operations. The log shall include the debris' origin, a physical description, a unique identifier, location and movement information, radiological characterization information, decontamination status, and other, pertinent information, as appropriate.

4.4.9 Screening of Dredged Sediments for Radioactive Materials

Sediments to be removed from the Site must be thoroughly screened for the presence of both discrete radioactive items (similar to the 51 small items encountered in sediment during the Navy's remedial actions) and any diffuse radioactive contamination before it is disposed or otherwise utilized as non-LLRW. Prior to screening, sediments should be sufficiently dewatered such that free liquids are not present.

It is anticipated that radiological screening of dredged sediments will be accomplished by scanning the material in shallow lifts having a depth selected to minimize the effects of self-shielding while at the same time providing sufficient throughput. Alternate methods to screening sediments (e.g. conveyor-based monitoring) may also be effective at meeting the radiological clearance requirements, but having the material spread out for scanning offers advantages when it comes to reinvestigations and confirmatory analyses. Contractors are encouraged to employ "scan and record" survey methods whereby scanning data may be analyzed after the fact using a combination of graphical and mathematical methods. In the event that gamma scanning alone is not sufficiently sensitive to demonstrate compliance with the radiological release criteria for Site sediments then additional screening methods, such as direct measurements and systematic sediment sampling (for diffuse activity) in accordance with the MARSSIM, will also need to be applied. In such cases, sediments should not be relocated or otherwise disturbed until sampling results are known.

Any discrete radioactive items or volumetrically-contaminated material discovered shall be properly segregated and controlled pending offsite disposal, pursuant to [Section 4.4.10](#). The stockpile tracking provisions of [Section 4.3.1](#) shall apply to any movements of sediments. A tracking log or equivalent shall likewise be used to record information about any discrete radioactive objects that are discovered. This information shall include the item's origin, a unique

identifier, a physical description, dose or exposure rate measurements, activity estimates, movement and location information, and other pertinent information, as appropriate.

4.4.10 Radioactive Waste Management

Dredging operations in SPL could result in the generation of solid or liquid radioactive wastes. Potential solid radioactive wastes include sediments containing diffuse Ra-226, discrete items, similar to the 51 items encountered in sediment during prior remedial actions performed by the Navy, or larger, radiologically-contaminated debris. Personal protective equipment, wipes, liners, etc. may also become contaminated and require handling as solid waste. Potential liquid radioactive wastes include liquids from sediment dewatering, stormwater runoff, or rinsing or decontamination of equipment.

Any solid or liquid waste materials determined to be LLRW, either presumptively or by radiological characterization, shall be segregated from non-LLRW materials and packaged or stabilized appropriately to ensure containment prior to and during loading and transportation to the disposal facility. Liquid wastes shall be stored in tanks, drums, or equivalent. LLRW shall be stored within an established RCA with appropriate access controls and radiation protection protocols.

Materials deemed to be LLRW shall be characterized, treated (e.g. solidified), packaged, loaded, and shipped as required to meet the requirements of the disposal facility and applicable state and federal transportation regulations. LLRW shall be carried by a licensed/certified hazardous material carrier.

4.4.11 Post-Action Radiological Clearance Surveys

At the completion of all sediment removal actions, all RCAs and any other areas where potentially radioactive materials were present will be thoroughly surveyed to verify there is no residual radioactive contamination distinguishable from background. All vehicles and equipment, both land- or water-based, shall likewise be cleared to the applicable release criteria. Representative surveys and sampling of surfaces and systems most likely to harbor contamination will be acceptable for clearing large equipment.

4.5 MEASURES TO ADDRESS CONTAMINANTS IN AIR

4.5.1 Construction Emissions Control Measures

Contractors shall implement one or more of the following dust and equipment-exhaust control measures during construction to minimize air pollutant emissions. Successful dust and equipment-exhaust control will accomplish the following goals:

- Reduce the potential for health impacts to construction workers;
- Prevent violations of ambient air quality standards;
- Minimize nuisance dust complaints from site neighbors; and
- Minimize the migration of contaminants adhered to fugitive dust particles outside the site.

4.5.1.1 Specific Emissions Control Measures

Basic emissions control measures to be implemented at the Site during construction are identified in the table below, which is excerpted from the current BAAQMD CEQA Guidelines for construction sites.

(http://www.baaqmd.gov/~media/Files/Planning%20and%20Research/CEQA/BAAQMD%20CEQA%20Guidelines_Final_May%202012.ashx?la=en)

Table 8-1
Basic Construction Mitigation Measures

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
8. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Additionally, the following measures will be implemented to supplement the basic emissions control measures from the BAAQMD guidelines.

- Apply water or a soil tackifier on exposed soil surfaces to reduce dust levels if visible dust is being produced;
- Mist or spray water while loading or unloading soil transportation vehicles as needed to prevent dust generation;
- Minimize drop heights when loading transportation vehicles carrying sand, soil, or other loose materials;
- Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent;
- Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in areas of bare soil that are created by excavation or construction activities, but not sediment stockpiles, as soon as possible and watered appropriately until vegetation is established.

Should the above efforts prove inadequate to prevent visible dust plumes from leaving the Site, one or more of the following additional dust control measures shall be implemented at the contractor's discretion:

- All trucks and equipment, including their tires, shall be washed off prior to leaving the Site, with collection, sampling, analysis, and appropriate treatment/disposal of equipment/tire wash water;
- Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. (Wind breaks should have at maximum 50 percent air porosity.);
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 miles per hour; and/or
- The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.

Should these dust control measures prove inadequate to prevent visible dust plumes from leaving the Site, excavation and grading activities shall be suspended until wind speeds diminish.

To minimize further construction equipment exhaust emissions, the following protocols shall be followed:

- Construction equipment shall be stored at the Site, except when not in continuous use;
- Alternative-fueled vehicles and equipment shall be used as practicable;
- Heavy equipment usage shall be restricted to 7 AM to 7 PM from Monday through Friday, and to 8 AM to 5 PM on Saturday, as specified in the City of Alameda Community Noise Ordinance.

4.5.1.2 Documentation of Emissions Control Measures

Contractors will be required to record all dust and equipment-exhaust control activities daily. Logs are to be maintained for 60 days following the completion of construction where such control efforts were implemented.

4.5.2 Air Monitoring Plan

In addition to emissions control measures, if the contractor's environmental professional deems an air monitoring plan to be advisable to ensure the health and safety of off-site receptors during

construction, a site-specific air monitoring plan will be developed and implemented by or at the direction of the environmental professional.

4.6 EFFORTS TO ADDRESS CONTAMINATION OF SURFACE WATER AND/OR GROUNDWATER

To prevent the migration of sediment from the Site into adjacent areas by surface drainage, runoff control measures shall be implemented in accordance with a SWPPP that complies with the SWRCB Construction General Permit. A SWPPP must be prepared by a QSD for each redevelopment project that is constructed at the Site.

To prevent salinity or other potential contamination of groundwater, sediment dewatering activities will be conducted on an impermeable surface that is designed to withstand operation of sediment handling equipment without damage.

Supernatant and other liquids produced by sediment dewatering will be collected for treatment (as necessary) before discharge under a site-specific National Pollutant Discharge Elimination System permit. Sampling and analysis before discharge will be in compliance with requirements specified in the discharge permit issued by the Regional Water Board.

The project-specific work plan must specify detailed procedures and protocols to avoid spills or leaks associated with fueling of equipment to avoid impacts to surface water and/or groundwater.

5 RISK MANAGEMENT MEASURES TO BE IMPLEMENTED AT THE SITE FOLLOWING REDEVELOPMENT

This SMP is applicable to dredging activities that occur following initial redevelopment. However, in areas that have been dredged in conformance with this SMP, subsequent maintenance dredging that does not dredge sediments from beneath the original dredge depth may be conducted pursuant to an approved work plan that scales back the procedures and protocols required for initial dredging.

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6 REFERENCES

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FIGURES

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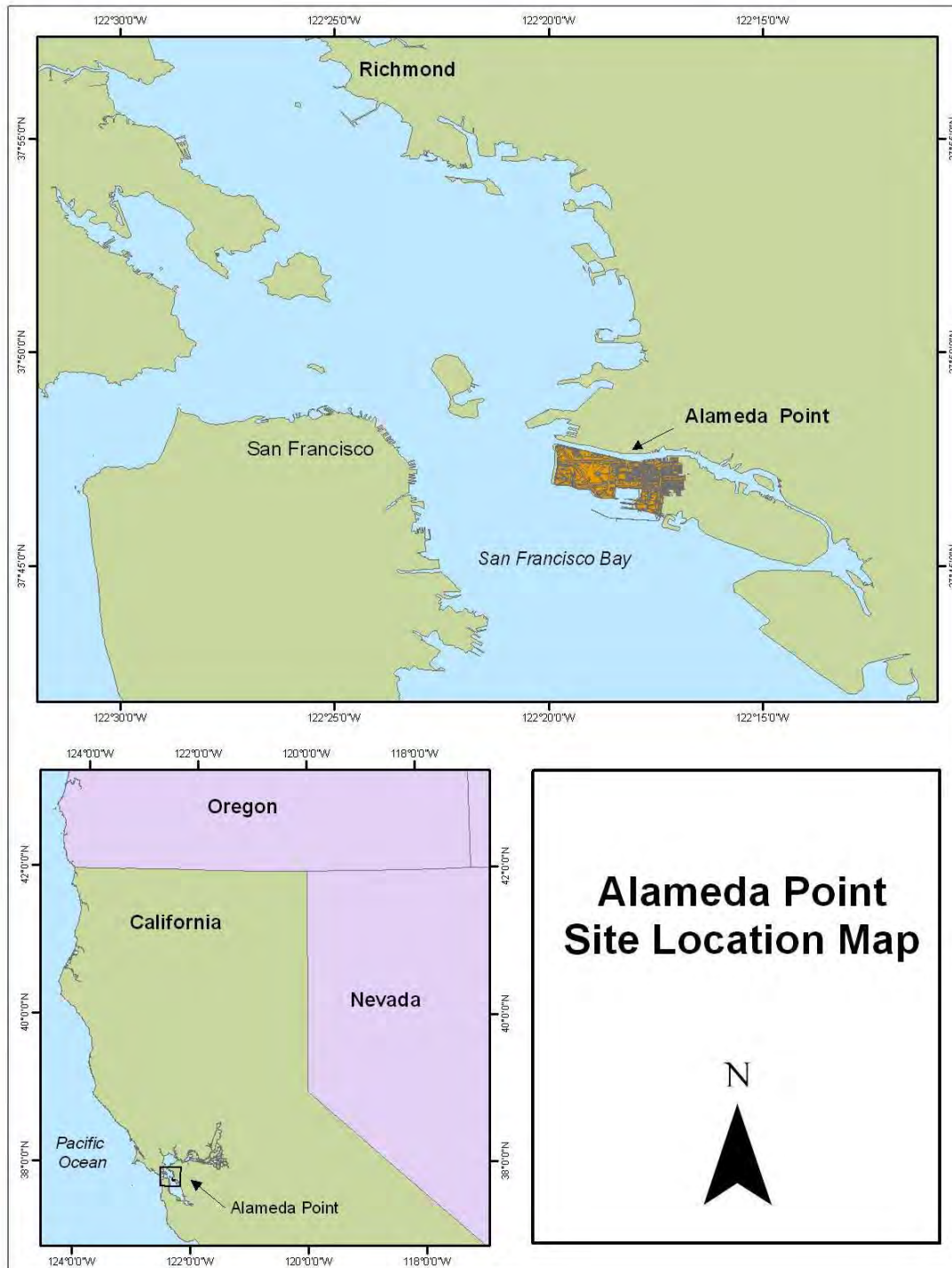


Figure 1. Regional Location Map

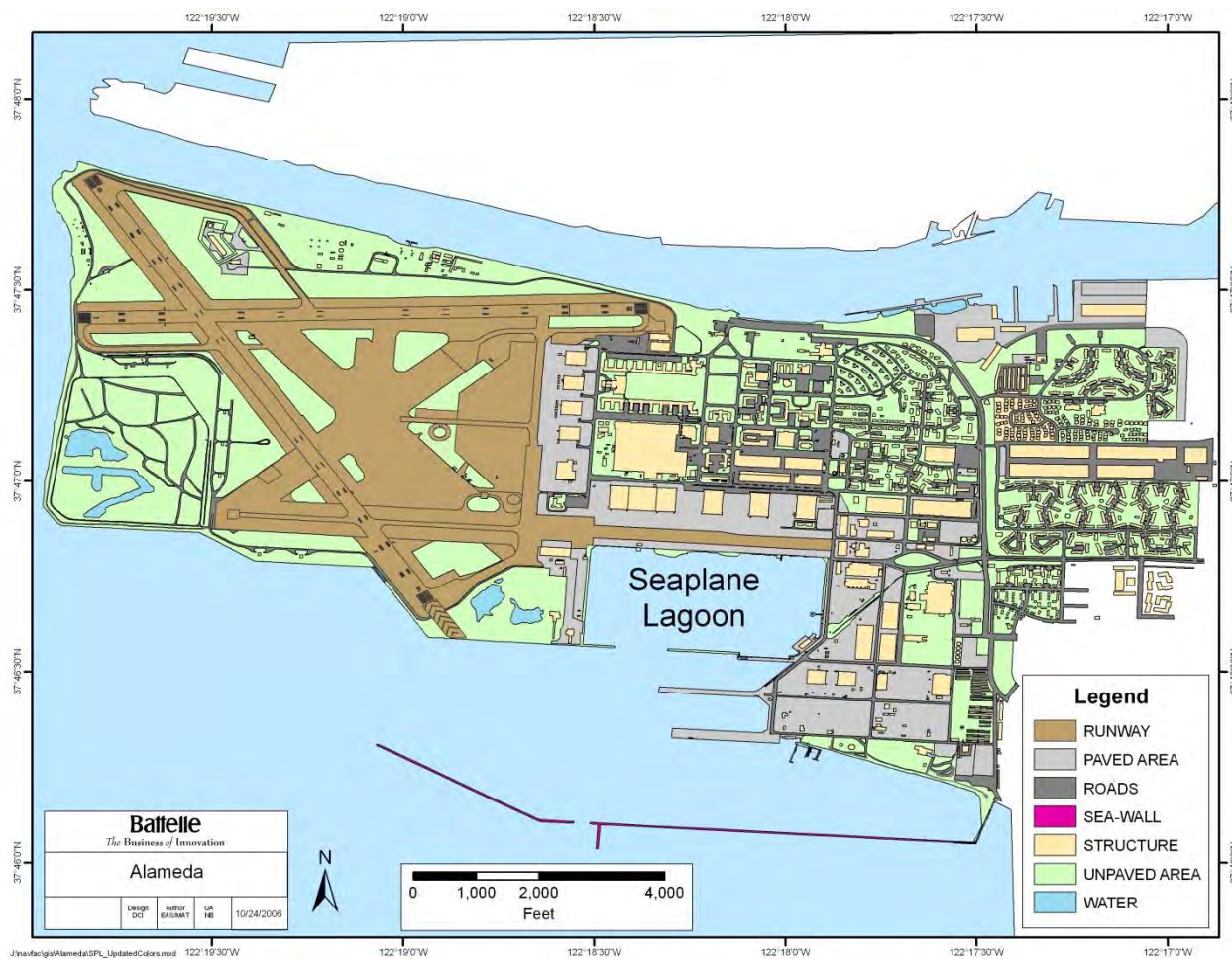


Figure 2. Site Location Map

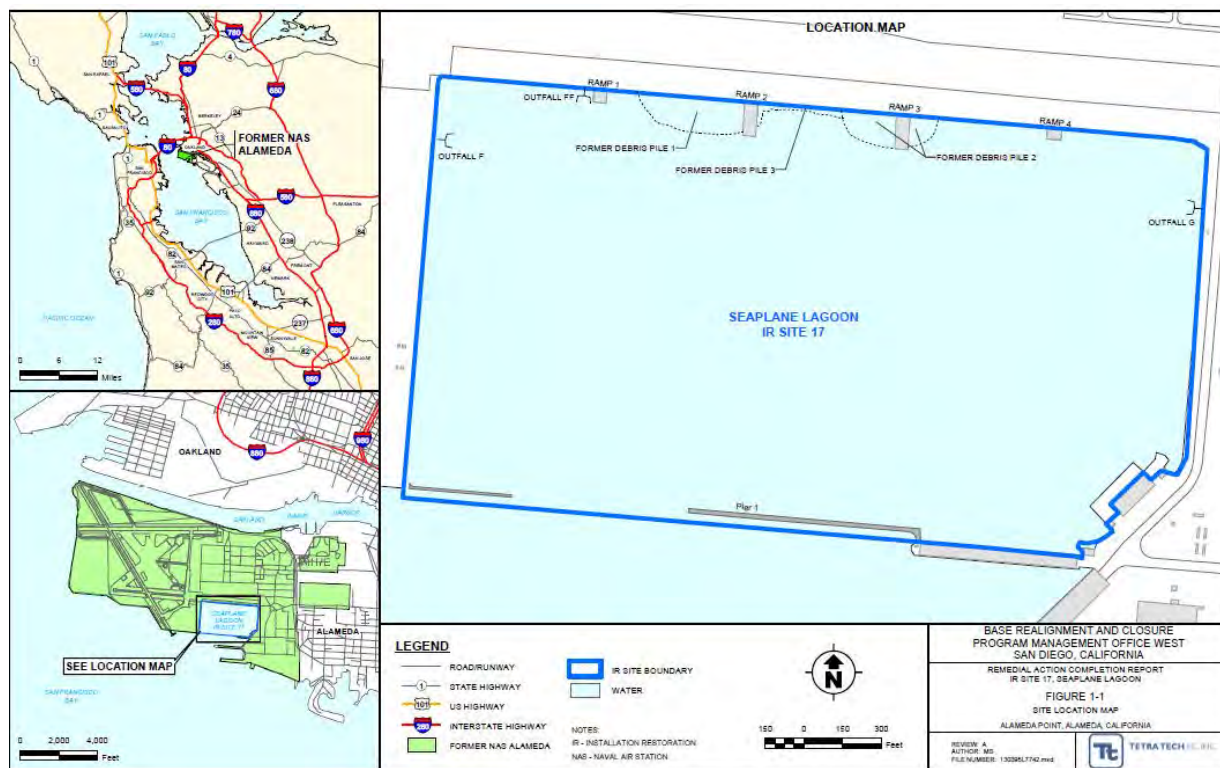


Figure 3. Area of Institutional Controls (entire IR Site 17)

APPENDIX A:

This appendix place holder is included for organizational consistency with Site Management Plan. In the Site Management Plan, Appendix A is the City's Marsh Crust Ordinance, which does not apply to Seaplane Lagoon.

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APPENDIX B: BACKGROUND DOCUMENTS

September 2014, Department of the Navy, *Final Remedial Action Completion Report, Installation Restoration Site 17, Seaplane Lagoon, Alameda Point, Alameda, California*

http://www.envirostor.dtsc.ca.gov/public/final_documents2.asp?global_id=01970005&doc_id=5010677

March 2016, Department of the Navy, *Final Explanation of Significant Differences, Installation Restoration Site 17, Alameda Point, California*

Included in this Appendix B

March 2016, Department of the Navy, *Final Finding of Suitability to Transfer Phase 2, Former Naval Air Station Alameda, Alameda, California*

Included in this Appendix B

March 2016, Department of the Navy, *Final Land Use Control Remedial Design, Installation Restoration Site 17, Alameda Point, California*

Included in this Appendix B



**FINAL
EXPLANATION OF SIGNIFICANT DIFFERENCES
INSTALLATION RESTORATION SITE 17**

**ALAMEDA POINT
ALAMEDA, CALIFORNIA**

February 2016

**Department of the Navy
Base Realignment and Closure
Program Management Office West
San Diego, California**

Document Control Number: BPMOW-2016-0001

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Abbreviations and Acronyms

ARAR	applicable or relevant and appropriate requirements
Cal-EPA	California Environmental Protection Agency
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERCLIS	Comprehensive Environmental Response, Compensation, and Liability Act Information System
CFR	Code of Federal Regulations
COC	chemical of concern
DDD	4,4'-dichlorodiphenyldichlorethane
DDE	4,4'-dichlorodiphenyldichloroethene
DDT	4,4'-dichlorodiphenyltrichloroethane
DDx	the sum of DDD, DDE and DDT
DON	Department of the Navy (United States)
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency (United States)
ESD	Explanation of Significant Differences
FFA	Federal Facility Agreement
FS	Feasibility Study
IC	institutional control
ID	identification
IR	Installation Restoration
LUC RD	Land Use Control Remedial Design
NAS	Naval Air Station
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NE RA	Northeast Remediation Area
NPL	National Priorities List
NW RA	Northwest Remediation Area
OU	operable unit
PCBs	polychlorinated biphenyls
pCi/g	picocuries per gram
Ra	radium
RACR	Remedial Action Completion Report
RAOs	remedial action objectives
Regional Water Board	Regional Water Quality Control Board, San Francisco Bay Region
RG	remediation goals
ROD	Record of Decision
SARA	Superfund Amendments and Reauthorization Act
SMP	Sediment Management Plan
TtEC	Tetra Tech EC, Inc.
UCL	upper confidence limit
USC	United States Code
USFWS	United States Fish and Wildlife Service

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1.0 INTRODUCTION, SITE DESCRIPTION, AND STATEMENT OF PURPOSE

1.1 Introduction

This Explanation of Significant Differences (ESD) applies to the Final Record of Decision (ROD) signed in October 2006 for Installation Restoration (IR) Site 17 (Department of the Navy [DON] 2006), which is Seaplane Lagoon, located at the former Naval Air Station (NAS) Alameda, in Alameda, California (Figures 1 and 2). This ESD follows successful implementation of the selected remedy in the ROD for IR Site 17 (DON 2006). This ESD documents a change in the remedy from dredging and disposal of contaminated sediments to dredging and disposal of contaminated sediments and implementation of an institutional control (IC) applicable to any future dredging and/or removal of sediments.

NAS Alameda was added to the National Priorities List (NPL) on July 22, 1999. A Federal Facility Agreement (FFA) between the DON and United States Environmental Protection Agency (EPA) was signed on July 5, 2001, and by the California Environmental Protection Agency (Cal-EPA) Department of Toxic Substances Control (DTSC) and the Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board) in 2005. The FFA documents how the DON intends to meet its statutory obligations and implement the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) in partnership with EPA, DTSC, and the Regional Water Board. The EPA is the lead regulatory agency under the FFA.

IR Site 17 is located within Operable Unit (OU) 4B. Figure 3 shows the IR Site 17 boundary and area of institutional controls. The EPA Comprehensive Environmental Response, Compensation, and Liability Act Information System (CERCLIS) identification (ID) number on the NPL that is applicable to this ESD is CA 2170023236.

This ESD will become part of the Administrative Record. The Administrative Record file (40 Code of Federal Regulations [CFR] Section [§] 300.825(a)(2)) is maintained at the Naval Facilities Engineering Command, Southwest, in San Diego, California. The address is:

Naval Facilities Engineering Command, Southwest
Ms. Diane Silva, Records Manager
Administrative Record
NBSD Building 3519
2965 Mole Road,
San Diego, CA 92136
Business hours: 8:00 AM – 5:00 PM Monday – Friday
Telephone: (619) 556-1280

In addition, the ESD will be available for public review at the Information Repository located at:

City Administration Building 1
950 West Mall Square
Second Floor
Alameda Point, Alameda CA 94501
Business hours: 9:00 AM – 5:00 PM Monday – Friday

The Alameda public library also maintains new DON environmental documents. The Alameda public library is located at:

Alameda Main Library
1550 Oak Street
Alameda, CA 94501

Business hours: 12:00 PM – 8:00 PM Monday - Wednesday; 10:00 AM – 5:00 PM Thursday - Saturday;
1:00 PM – 5:00 PM Sunday
Telephone: (510) 747-7777

1.2 Site Description

The former NAS Alameda, now referred to as Alameda Point, is located at the western tip of Alameda Island, which is surrounded by San Francisco Bay and the Oakland Inner Harbor (Figure 1). IR Site 17 is located in the southeastern portion of Alameda Point, which is in Alameda, California (Figures 2 and 3).

IR Site 17, also referred to as Seaplane Lagoon, is a partially enclosed lagoon consisting of approximately 110 acres (DON 2006). This area was originally a tidal flat until the 1930s when seawalls were built along the eastern, western, and southern boundaries and a sheet pile wall was installed at the northern edge of the area. The interior of the lagoon was historically about 20 feet deep (DON 2006). The lagoon's entrance is an approximately 800-foot opening in the seawall along the southern perimeter (Figure 2).

Tides in Seaplane Lagoon are mixed semidiurnal (two high tides and two low tides of variable heights in a 24-hour period). Tidal currents are fastest in the entrance to the lagoon, where seawater enters and exits the opening in the breakwater. Recent investigations have determined sediment accumulation rates since 1963 have been approximately 0.4 inches/year (1 centimeter/year) (DON 2006). Fine-grained sediments can be re-suspended by waves, currents, ship wakes and propeller wash, dredging activities, and biological processes. Little erosion of the bottom sediments is expected from tidal or wind-generated currents except near the entrance, where current velocities are higher. Currently biological activity is likely the dominant process controlling sediment re-suspension in most of the lagoon. Given the proposed future use as a commercial marina, boat traffic and activities associated with marina use could become controlling forces of sediment transport in the lagoon (DON 2006).

Seaplane Lagoon is a foraging area for the California Least Tern. In accordance with the Biological Opinion (United States Fish and Wildlife Service [USFWS] 2012), dredging is prohibited during their breeding season, which is between April 1 and August 15. Since no dredging was necessary for the DON's historical use of the lagoon, it is believed that the first dredging of the lagoon was during the remedial action when sediment in the northeast and northwest corners of the lagoon was dredged. The dredging for the DON's remediation was conducted between 2011 and 2012 and showed the sediment in the lagoon to be hard and dense. A significant amount of non-hazardous debris was encountered during the dredging, including wire and large debris such as anchors and tires. It is likely that significant debris also is present in the sediment in other portions of the lagoon.

1.3 Statement of Purpose

The purpose of this ESD is to document a change to the IR Site 17 remedy from dredging and disposal of contaminated sediments to dredging and disposal of contaminated sediments and implementation of an IC applicable to any future dredging and/or removal of sediments. The IC will be implemented to minimize the potential for exposure to potential residual (post-remediation) low-level radium (Ra)-226 activity in

the sediment (from either Ra-226 activity associated with the sediment itself or items with Ra-226 activity within the sediment). The IC prohibits dredging and removal of sediments in Seaplane Lagoon by a future property owner unless such activity is conducted in accordance with a sediment management plan (SMP) approved by the DON and regulatory agencies. The IC applies to the entire IR Site 17 (Figure 3). The ESD also adds a requirement for Five-Year Reviews to be performed for IR Site 17.

The ROD specified removal of contaminated sediments at IR Site 17. The remedy had five components: (1) initial remedial action sampling to enable proper and safe handling, segregation, and disposal of sediment to be dredged; (2) dredging; (3) quality control sampling and confirmation testing; (4) dewatering; and (5) upland disposal at a permitted off-site waste disposal facility. The remedy was selected in accordance with CERCLA of 1980, as amended by Superfund Amendments and Reauthorization Act (SARA) of 1986 (Title 42 of the United States Code (USC) § 9601 et seq.), and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (Title 40 of the CFR Part 300). The remedy is based on information catalogued in the Administrative Record file (40 CFR § 300.825(a)(2)).

The DON and EPA, as the lead agencies, co-selected the IC requirements in this ESD. The DTSC and Regional Water Board concur on this ESD.

2.0 SITE HISTORY, CONTAMINATION, AND REMEDY IMPLEMENTATION

The former NAS Alameda was selected for closure by Congress in September 1993, and officially closed in April 1997. NAS Alameda was an active military installation from the 1930s to the 1990s that primarily provided facilities and support for fleet aviation activities. IR Site 17 was used by the DON for a variety of water-related activities, throughout the history of the NAS. From the 1940s to 1975, industrial wastewater and storm water generated at the former NAS Alameda was discharged directly into a network of storm drains and carried, in part, into IR Site 17 through storm water outfalls. During this period, approximately 300 million gallons of untreated industrial wastewater and storm water that reportedly contained heavy metals, solvents, paints, detergents, acids, caustics, mercury, oil and grease, and Ra-226 were discharged into the lagoon (DON 2006). Radiological constituents associated with the application and removal of radio luminescent paints, containing Ra-226, were primarily discharged into the lagoon through outfalls in the northwestern corner of the lagoon.

The outfalls located in the northeast and northwest corners of IR Site 17 were the primary sources of sediment contamination. In 1975, the direct discharge of industrial wastewater through the storm water network was terminated and since that time, a storm water pollution prevention program has been in place at Alameda Point.

As documented in the IR Site 17 ROD, between 1993 and 2002 numerous investigations were conducted by DON at IR Site 17. Results of these investigations showed that remedial action was required for sediment in the northeast and northwest corners of Seaplane Lagoon.

The ROD identifies the chemicals of concern (COCs) and remediation goals (RGs) for sediment in Seaplane Lagoon. The COCs with RGs are cadmium, total polychlorinated biphenyls (PCBs), and total DDx (the sum of 4,4'-dichlorodiphenyldichlorethane (DDD), 4,4'-dichlorodiphenyldichloroethene (DDE), and 4,4'-dichlorodiphenyltrichloroethane (DDT)).

In addition to the COCs with RGs, the ROD identified chromium and lead in the sediment as risk drivers for ecological receptors. The Remedial Investigation Report for IR Site 17 evaluated risk related to Ra-226 and did not identify Ra-226 as a risk driver in the ecological or human health risk assessments for IR

Site 17 (Battelle et al. 2004). However, the ROD noted that there may be elevated Ra-226 concentrations co-located with other COCs within the remediation areas. The ROD stated that any potential risks will be addressed through the remedial activity of sediment removal and proper disposal (DON 2006). Due to the potential for Ra-226 in the sediment, the ROD required health and safety monitoring of workers and decontamination and radiological clearance of equipment during the dredging.

The ROD presents the remedial action objectives (RAOs) related to protection of ecological receptors and human health. It specifies that the RAOs will be addressed primarily through achieving numerical sediment RGs for the primary risk drivers identified in the ecological risk assessment – cadmium, Total PCBs, and Total DDx.

The remedy selected in the ROD is Alternative 5: Dredging, Dewatering, and Upland Disposal at a Permitted Off-Site Waste Disposal Facility. Alternative 5 entails dredging contaminated sediment within the remediation areas in the northeast and northwest corners of the lagoon to a minimum uniform depth of 4 feet (plus 1-foot overdredge allowance to ensure that the design thickness is achieved). The ROD specifies verification of removal of contaminated sediment from the lagoon through confirmation sampling. The selected remedy complies with the statutory requirements set by CERCLA and requires removal of contaminants that otherwise would be present at levels that would preclude future re-use. The ROD (DON 2006) states that the sediment removal will enable unrestricted use and unlimited exposure, so a Five-Year Review was not required.

To ensure protectiveness and prevent potential adverse ecological impacts associated with TPH, turbidity curtains were installed around all areas to be dredged, and a skimmer boat was anchored within the turbidity curtain for dredging in the northeastern portion of the lagoon based on the history of petroleum operations along the northeastern shoreline. The dredging for the northeast remediation area (NE RA) was conducted in 2011, with 61,767 cubic yards of sediment dredged. The northwest remediation area (NW RA) was dredged in 2012, with 34,231 cubic yards of sediment dredged (Tetra Tech EC, Inc. [TtEC] 2014). The post-dredge Ra-226 activity in the sediment confirmation samples was highest in the NW RA. The maximum Ra-226 activity in the NW RA samples was 4.18 picocuries per gram (pCi/g). The 95 percent (%) upper confidence limit (UCL) for Ra-226 in the NW RA confirmation samples was 1.104 pCi/g.

The Final Remedial Action Completion Report (RACR) for IR Site 17 (Appendix E) presents the details of the remedial action, post-dredge confirmation sample results, and the statistical data evaluation (TtEC 2014). For Ra-226, statistical evaluations showed that after the remedial action, the levels in the sediment in the remediation areas are not higher than levels in the lagoon-wide data set located outside the areas where remediation was required per the ROD. Therefore, the RACR concludes that the IR Site 17 remediation was successfully completed in accordance with the ROD and remedial action work plan (TtEC 2014).

The IR Site 17 RACR also documents the removal of a radiological anomaly area, outside of the footprint of IR Site 17, located along the shoreline adjacent to IR Site 17 prior to the IR Site 17 sediment remediation (TtEC 2014). Although there was significant radiological contamination in this area, it was removed.

Finally, the IR Site 17 RACR includes documentation of removal of small items with Ra-226 activity (believed to have Ra-226 paint on them) during the radiological surveying of the sediment removed from both the NE RA and NW RA. As documented in the RACR, based on the Seaplane Lagoon dredging conducted for the remediation, one item with Ra-226 activity was identified per 1,882 cubic yards of sediment (TtEC 2014). The maximum curie content for an individual item with Ra-226 activity located

in each remediation area was 0.679 uCi (TtEC 2014). The size of the recovered discrete items with Ra-226 activity varied from a ship's compass to small pill-like items. The RACR Appendix W describes the discrete items and evaluates potential risk, concluding that there is no unacceptable risk due to these items, if present, for any potential use of the lagoon (TtEC 2014). All items with radiological activity in the NE and NW RAs that were identified during the remediation were removed and properly disposed at an out-of-state low-level radiation waste landfill.

During the IR Site 17 remediation, sediment removed close to the outfalls was placed on one drying pad and sediment removed at a greater distance from the outfalls was placed on a different drying pad. Both the size and distribution of the items with Ra-226 activity within sediment that was removed close to the outfalls and sediment removed at a greater distance from the outfalls indicate that they may not have been deposited via the outfalls. In addition to the site conceptual model in the ROD wherein contaminants entered the lagoon via the storm water system, these items may have fallen into the lagoon inadvertently from the seaplanes or were possibly discarded (TtEC 2014). Therefore, there is a potential for items with Ra-226 activity to be present throughout the lagoon. No items with radiological activity have been identified in other areas of the lagoon to date. However, it should be noted that unless the sediment is dredged, dried, and radiologically surveyed in 6-inch lifts, it is not likely that it would be possible to identify items with Ra-226 activity within the sediment.

3.0 ESD BASIS AND DESCRIPTION OF SIGNIFICANT DIFFERENCES

3.1 ESD Basis

The basis for the ESD is data collected as part of the remediation, specifically related to the potential for Ra-226 activity within the sediment (see Section 2.1 of this ESD and TtEC 2014). The RACR (included in the Administrative Record) concludes that the remediation was successfully completed in accordance with the ROD, and there is no unacceptable risk due to Ra-226 activity in the sediment for any potential future use of the lagoon (TtEC 2014). The CERCLA control to be imposed is only considered necessary to address potential risks associated with dredging and/or sediment removal, managing, and disposing sediment that may contain Ra-226 activity, whether due to diffused Ra-226 activity in the sediment or in the form of discrete items with Ra-226 activity that may be present in the sediment. Planned reuse of the lagoon includes a marina and a ferry terminal. The Ra-226 activity may present a risk if sediments are removed during potential future dredging and are disposed without restrictions, such as re-used in sensitive settings including residential or school properties.

3.2 Description of Significant Differences

This ESD documents a change in the remedy for IR Site 17 from dredging and disposal of contaminated sediments (per the ROD) to dredging and disposal of contaminated sediments and implementation of an IC. ICs are legal and administrative mechanisms used to limit the potential for exposure. The significant difference to the IR Site 17 remedy documented by this ESD is the addition of an IC that prohibits future dredging and/or removal of sediments due to potential Ra-226 activity within the sediment throughout Seaplane Lagoon by a future property owner unless a SMP is approved by the DON and regulatory agencies in writing prior to the start of the dredging/sediment removal and is implemented for future dredging/sediment removal.

The IC boundaries are the boundaries of IR Site 17 shown on Figure 3. The IC applies to Ra-226 activity associated with the sediment itself and the potential for discrete items with Ra-226 activity to be present within the sediment.

The ROD did not require Five-Year Reviews for IR Site 17. This ESD adds the requirement for Five-Year Reviews for IR Site 17. Each Five-Year Review will determine if the remedy remains protective of human health and the environment. All components of the ROD were successfully implemented, and there is no other change to the remedy.

The performance objectives for the IC are as follows:

- Minimize the potential for exposure to Ra-226 activity in the sediment that may result in risks to human health or the environment during dredging and/or sediment removal activities;
- Prevent re-use or disposal of dredged/removed sediment in a manner that presents unacceptable risk to human health or the environment; and
- Preserve access to the area requiring the IC (entire IR Site 17 - Seaplane Lagoon) for the relevant regulatory agencies and the DON.

The associated land use restriction will be incorporated into the Covenants to Restrict the Use of Property, which will be executed prior to the transfer of title to such property. The restriction is a prohibition on future dredging and removal of sediments throughout Seaplane Lagoon unless an SMP is approved by the DON and regulatory agencies in writing prior to the start of the dredging/sediment removal and is implemented for future dredging/sediment removal. The SMP to be prepared by the transferee for review and approval shall define Ra-226 criteria to meet the performance objectives in a manner that is appropriate for proper risk management, taking into account the proposed activities. The transferee's SMP particularly shall include the transferee's detailed procedures and protocols related to their proposed dredging, sediment handling/management, and disposal of the dredged materials. The requirement for SMP approval is independent of and in addition to requirements of applicable regulations and standards enforced by other agencies and approval of dredging plans by the appropriate agencies that regulate dredging in the San Francisco Bay Area. No dredging and/or sediment removal shall be conducted until written regulatory agency approvals have been provided.

Land use controls will be maintained until the concentration of hazardous substances in the sediment are at such levels throughout IR Site 17 to allow for unrestricted use and exposure for any sediment removed at IR Site 17.

In accordance with the FFA schedule, the DON shall prepare and submit to the FFA signatories for review and approval a land use control remedial design (LUC RD) that shall contain implementation specifics, including periodic inspections. Although the DON may later transfer these procedural responsibilities to another party by contract, property transfer agreement, or other means, the DON shall retain ultimate responsibility for the CERCLA remedy and enforcement of the IC described in this ESD in accordance with the approved LUC RD. Should the IC fail, the DON shall ensure that appropriate actions are taken to reestablish protectiveness. Further details for the implementation, monitoring and enforcement of the IC will be described in the LUC RD, including the items to be included in the SMP.

The LUC RD will include the following:

- Identification of responsibilities for DON, EPA, DTSC, Regional Water Board, other government agencies, and property owner;
- Statement of the IC with its expected duration;
- Map identifying where the IC will be implemented;

- Requirement for CERCLA Five-Year Reviews;
- Frequency and requirements for periodic monitoring or visual inspections;
- Reporting results from monitoring or inspections;
- Notification procedures to the regulators for planned property conveyance, corrective action required, and/or response to actions inconsistent with the IC; and
- Consultation with EPA, DTSC, Regional Water Board, and other government agencies regarding wording for land use restrictions and parties to be provided copies of the deed language once executed.

The restriction will be incorporated into the Covenants to Restrict the Use of Property, which will be executed prior to the transfer of title to such property and which will run with the land. The Covenants to Restrict the Use of Property will provide that the DON and FFA signatories and their authorized agents, employees, contractors, and subcontractors shall have the right to enter the site to conduct investigations, tests, or surveys; inspect site activities; or operate and maintain any response or remedial action as deemed necessary.

Based on the Feasibility Study (FS) report estimate of \$100,000 for IC implementation and Five-Year Reviews (for 30 years) and adding the FS report's 30% contingency, the estimated cost for the ICs in this ESD is \$130,000. Although the IC is expected to be required for longer than 30 years, this engineering estimate is consistent with CERCLA estimating requirements.

4.0 STATUTORY DETERMINATIONS

The DON's primary responsibility in regard to CERCLA is to achieve statutory requirements for protection of human health and the environment. Section 121 of CERCLA establishes several statutory requirements and preferences. The selected remedy, as changed pursuant to this ESD, remains protective of human health and the environment, continues to comply with Federal and State requirements that are applicable or relevant and appropriate requirements (ARARs) to the remedial action, and is cost-effective. It also accommodates the proposed future reuse of the site. This remedy uses permanent solutions by removing the contaminated sediments so that fish, birds, and humans will not come in contact with them in the future. This ESD adds an IC to the selected remedy, with the requirement for Five-Year Reviews to prevent exposure to potential Ra-226 activity associated with sediment and/or discrete items with radiological activity within the sediment if it is removed from IR Site 17; this modified remedy satisfies Section 121 of CERCLA.

5.0 ADMINISTRATIVE RECORD FILE AND PUBLIC PARTICIPATION

This ESD will become a part of the Administrative Record File for IR Site 17 in accordance with NCP Sections 300.435 (c)(2)(i)(A) and 300.825 (a)(2). The public can access this ESD by contacting Diane Silva, the Administrative Records Manager, at (619) 556-1280, or by email at diane.silva@navy.mil. In addition, the public can access the ESD at the Alameda Point Information Repository. The address of the Information Repository, along with its business hours, is presented in Section 1.1.

Following regulatory agency review, a notice of availability and a brief description of the ESD will be published in a major local newspaper of general circulation as required by NCP Section 300.435(c)(2)(i)(B).

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6.0 AUTHORIZING SIGNATURES

This signature sheet documents the DON's and the EPA's co-selection of the institutional control specified in this Explanation of Significant Differences for IR Site 17 at Alameda Point. It also documents the concurrence of the State of California through the DTSC and the Regional Water Board. The respective parties may sign this sheet in counterparts.



Signature

February 16, 2016
Date

Ms. Cecily Sabedra
Base Realignment and Closure Environmental Coordinator
Base Realignment and Closure Program Management Office West
Department of the Navy



Signature

March 16, 2016
Date


Ms. Angeles Herrera
Assistant Director, Superfund Division
Federal Facilities and Cleanup Branch
United States Environmental Protection Agency, Region 9



Signature

3/18/2016
Date

Ms. Karen M. Toth, P.E.
Unit Chief
Brownfields and Environmental Restoration Program
California Environmental Protection Agency
Department of Toxic Substances Control



Signature

Assistant Executive Officer
for

3/18/2016
Date

Mr. Bruce H. Wolfe
Executive Officer
California Environmental Protection Agency
Regional Water Quality Control Board, San Francisco Bay Region

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7.0 REFERENCES

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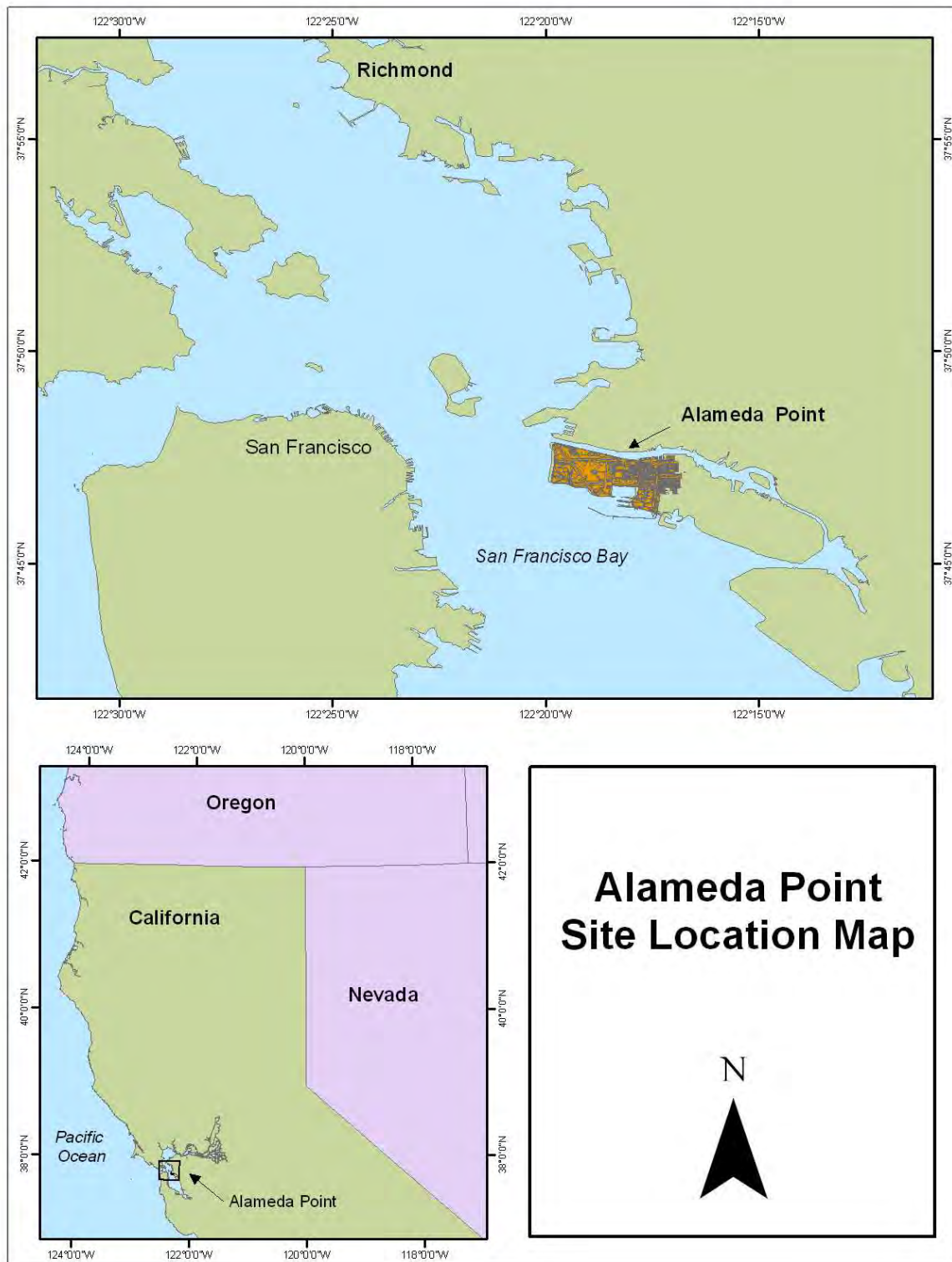


Figure 1. Alameda Point Site Location Map

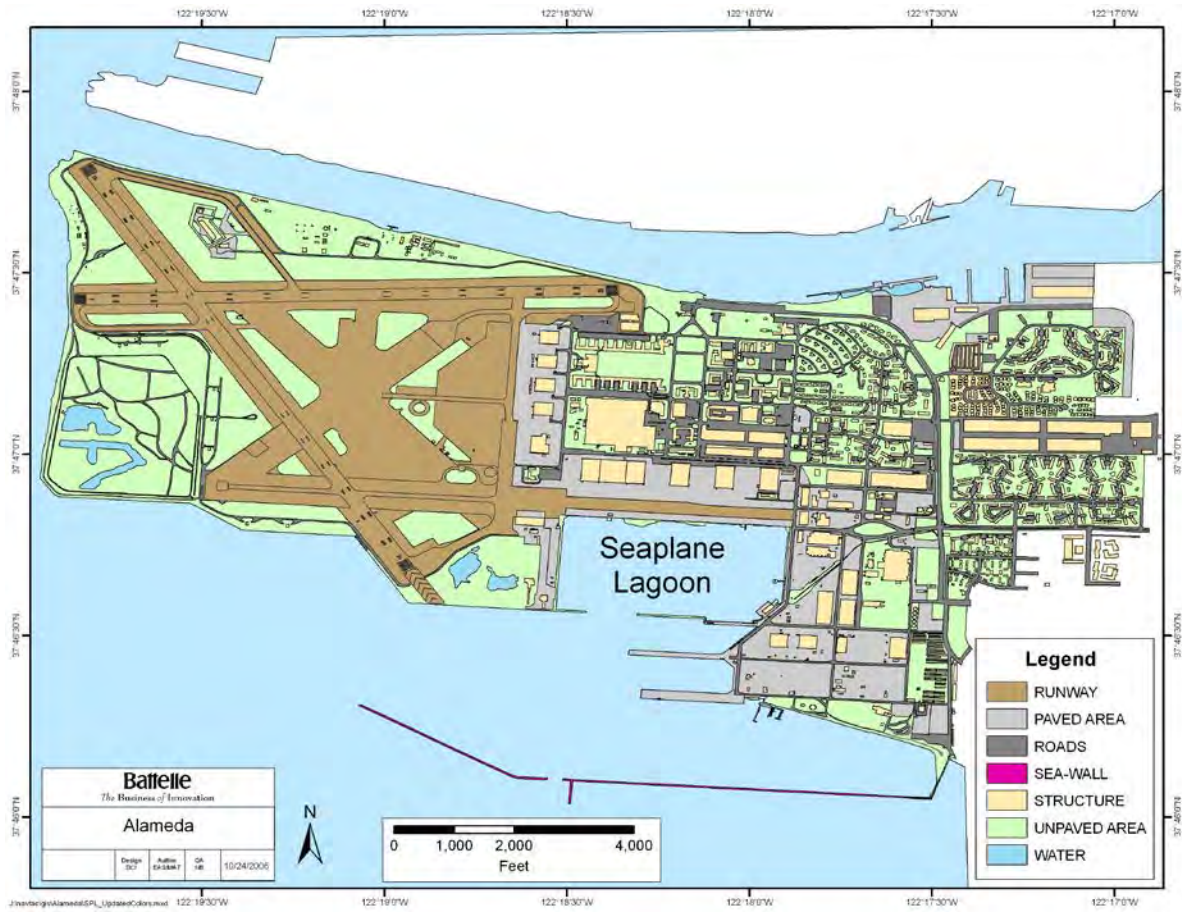


Figure 2. Seaplane Lagoon Location Map

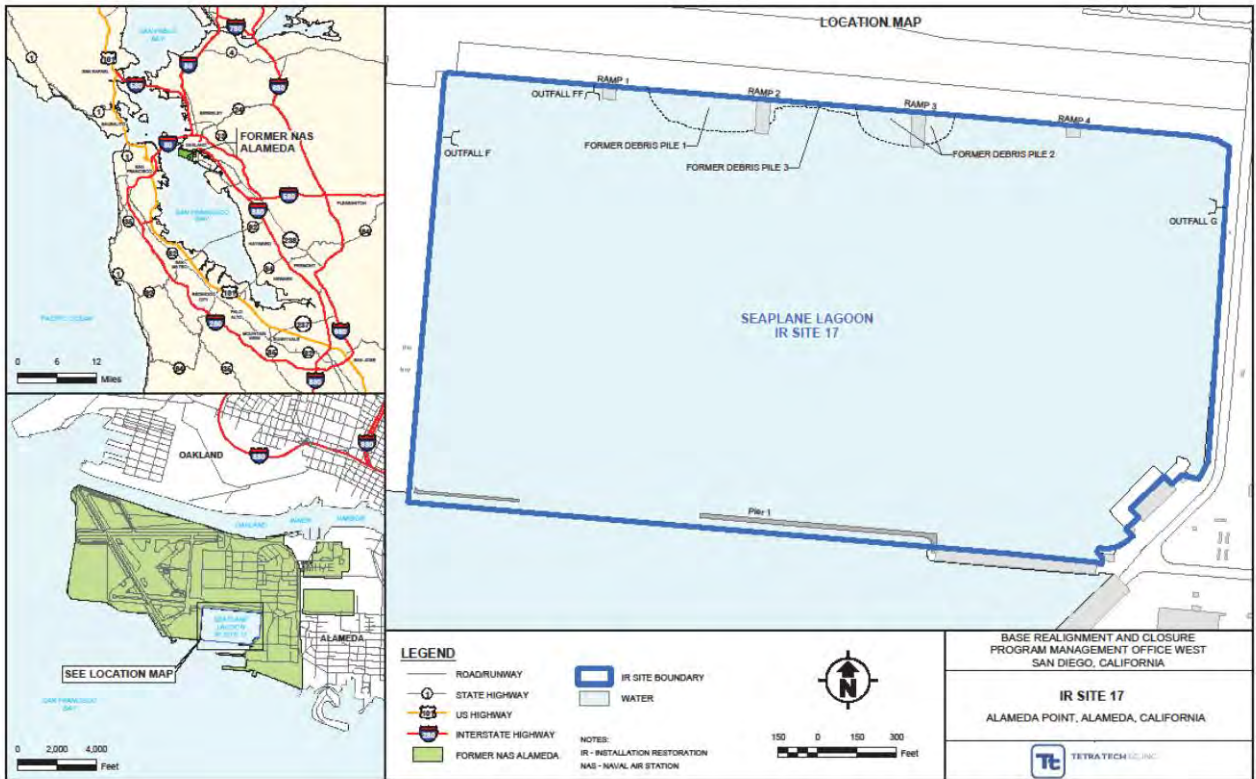


Figure 3. Area of Institutional Controls (entire IR Site 17)

FINAL

Finding of Suitability to Transfer Phase 2 Former Naval Air Station Alameda Alameda, California

March 2016

Prepared for:



**Department of the Navy
BRAC Program Management Office West
33000 Nixie Way, Bldg 50, Second Floor
San Diego, CA 92147**

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Acronyms and Abbreviations

§	Section
ACM	asbestos-containing material
ASHERA	Asbestos Hazard Emergency Response Act
AOC	area of concern
ARIC	area requiring institutional controls
ARRA	Alameda Reuse and Redevelopment Authority
AST	aboveground storage tank
BCT	BRAC Cleanup Team
BRAC	Base Realignment and Closure
CAA	Petroleum Program Corrective Action Area
CANS	shipping container storage
CCR	California Code of Regulations
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
City	City of Alameda
COC	chemical of concern
COPC	chemical of potential concern
DDD	dichlorodiphenyldichloroethane
DDE	dichlorodiphenyldichloroethylene
DDT	dichlorodiphenyltrichloroethane
DDx	the sum of DDD, DDE, and DDT
DERP	Defense Environmental Restoration Program
DoD	Department of Defense
DRMO	Defense Reutilization and Marketing Office
DTSC	California Department of Toxic Substances Control
EBS	environmental baseline survey
EDC	Economic Development Conveyance
ESD	Explanation of Significant Differences
FFA	Federal Facility Agreement
FFSRA	Federal Facility Site Remediation Agreement
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FISCA	Navy Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex
FL	fuel line
FOST	finding of suitability to transfer
FS	feasibility study
GAP	generator accumulation point
G-RAM	general radioactive material

HHRA	human health risk assessment
HRA	historical radiological assessment
HSC	California Health and Safety Code
IC	institutional control
IR	Installation Restoration (Program)
ISCO	in situ chemical oxidation
LBP	lead-based paint
LIFOC	Lease in Furtherance of Conveyance
LPL	Large Parcel Lease
LUC	land-use control
mg/kg	milligrams per kilogram
MEC	munitions and explosives of concern
MNA	monitored natural attenuation
MOA	Memorandum of Agreement
NACIP	Navy Assessment and Control of Installation Pollutants
NADEP	Naval Aviation Depot
NAS	Naval Air Station
Navy	U.S. Department of the Navy
NFA	No Further Action
NTCRA	non-time-critical removal action
OU	operable unit
OWS	oil-water separator
PAH	polycyclic aromatic hydrocarbons
PCB	polychlorinated biphenyl
PCE	tetrachloroethene
PDDGS	Pre-Design Data Gap Sampling
PRG	preliminary remediation goal
Ra-226	radium-226
RA	remedial action
RACR	Remedial Action Completion Report
RAP	remedial action plan
RAO	remedial action objective
RAWP	remedial action work plan
RCRA	Resource Conservation and Recovery Act
RD	remedial design
RFA	RCRA facility assessment
RG	remedial goal
RI	remedial investigation
ROD	Record of Decision

SI	site inspection
SedMP	Sediment Management Plan
SVE	soil vapor extraction
SWMU	solid waste management unit
TCE	trichloroethene
TCRA	time-critical removal action
TPH	total petroleum hydrocarbons
U.S. EPA	United States Environmental Protection Agency
U.S.C.	<i>United States Code</i>
UST	underground storage tank
VI	vapor intrusion
VOC	volatile organic compound
Water Board	Regional Water Quality Control Board (San Francisco Bay)
WD	washdown area

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1.0 Purpose

The purpose of this Finding of Suitability to Transfer (FOST) is to summarize how the requirements and notifications for hazardous substances, petroleum products, and other regulated materials have been satisfied for a portion of the former Naval Air Station (NAS) Alameda by the U.S. Department of the Navy (Navy) (see [Figure 1](#)). Property included in this FOST may be transferred by the Navy to multiple property recipients under separate conveyance authorities, including but not limited to No-Cost Economic Development Conveyance (EDC) and Public Benefit Conveyance. This FOST includes property west of Main Street on what is now referred to as Alameda Point, as well as east of Main Street on what is now referred to as the former North Housing Area and former Alameda Unified School District parcel.

For simplicity, the lands covered by this FOST are referred to hereinafter as the FOST Parcel. The FOST Parcel is composed of seven noncontiguous upland and submerged land areas. [Figure 2](#) shows the FOST Parcel. The lands identified for this FOST are described in [Section 2.0](#).

This FOST provides documentation that a portion of the real property made available through the closure of NAS Alameda is environmentally suitable for transfer by deed. Note that certain environmental program activities are ongoing, including the Alameda Point Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Program, as discussed in [Section 4.1](#) and Alameda Point Petroleum Program activities, as discussed in [Section 4.2](#). A summary of required restrictions is provided in [Section 5.0](#).

This FOST was prepared in accordance with the Department of Defense (DoD) Base Redevelopment and Realignment Manual ([DoD 2006](#)) and the Navy Base Realignment and Closure (BRAC) Program Management Office Policy for Processing Findings of Suitability to Transfer or Lease ([Navy 2008c](#)).

2.0 Property Description

Alameda Point is located in the San Francisco Bay Area (see [Figure 1](#)) on the western end of Alameda Island, which lies on the eastern side of the San Francisco Bay, adjacent to the City of Oakland. The upland portion of Alameda Point is roughly rectangular in shape, approximately 2 miles long east–west and 1 mile wide north–south, and occupies 1,734 acres of upland land. The FOST Parcel includes approximately 70 acres of upland land areas and 154 acres of submerged land areas, or a total of approximately 224 acres. Alameda Point buildings in the FOST Parcel are shown on [Figures 3A and 3B](#).

The FOST Parcel consists of nine environmental sites, including seven designated Installation Restoration (IR) sites: IR Sites 3, 16, 17, and 30; portions of IR Sites 24, 25, and 34; and two

Areas of Concern (AOCs), AOC 1 and AOC 6 (investigated as part of the IR Program) (Figure 4). Six of the sites are located within the southeastern portion of Alameda Point (IR Sites 3, 16, 17, and 24, plus AOCs 1 and 6), a seventh (IR Site 34) is located in the northwest, and two (IR Sites 25 and 30) are located in the northeast (see Figure 4). Two sites are submerged: IR Site 17, the Seaplane Lagoon and IR Site 24, the Pier Area. These nine sites are described in more detail in Section 4.1.

All of the FOST Parcel areas west of Main Street (IR-3, IR-16, IR-24, IR-34, AOC-1, and AOC-6) with the exception of IR-17 and the first floor of Building 112 located in the IR-3 area (Figure 3A) are currently leased by the Navy to the City of Alameda (City) under a Lease in Furtherance of Conveyance (LIFO). IR-17 was previously part of the LIFO, but was removed in 2009 pending completion of the Navy's remedial action. The FOST Parcel areas east of Main Street (IR-25 and IR-30) have never been under the LIFO (Figure 3B).

Prior to the LIFO on March 24, 1997, the Navy entered into a Large Parcel Lease (LPL) with the Alameda Reuse and Redevelopment Authority (ARRA) to allow the ARRA to lease various property and buildings prior to transfer (Navy and ARRA 1997). In June 2000, the Navy entered into the aforementioned LIFO with the ARRA to replace the LPL and to allow the ARRA to continue to lease property and buildings prior to transfer (Navy and ARRA 2000a). Also in June 2000, the Navy and the ARRA entered into a No Cost EDC Memorandum of Agreement (MOA) for the conveyance by the Navy of portions of Alameda Point to the ARRA (Navy and ARRA 2000b). The ARRA was dissolved in 2012, and the City, as the recognized Local Redevelopment Authority, assumed all of ARRA's rights, duties, assets, and obligations under the LIFO and the MOA. To date, the Navy has transferred approximately 83% of the Alameda Point to the City and other entities. A summary of these transactions is presented in Table 1.

Certain utility and other infrastructure including sanitary sewer, storm drain, fuel lines, and electric power lines are present within the FOST Parcel. The City is responsible for all operation, maintenance, repair, replacement, and administration of utilities and infrastructure located within property subject to the LIFO.

3.0 Regulatory Coordination

In September 1992, the Navy, the State of California Department of Health Services Toxic Substances Control Program (now referred to as the California Department of Toxic Substances Control [DTSC]), and the California Regional Water Quality Control Board - San Francisco Bay (Water Board) entered into a Federal Facility Site Remediation Agreement (FFSRA) (DTSC 1992a); the United States Environmental Protection Agency (U.S. EPA) was not a signatory to the FFSRA. The FFSRA defined the Navy's obligations for corrective action and response action under the Resource Conservation and Recovery Act (RCRA) and CERCLA for sites that had been identified in the Navy's IR Program at Alameda Point. Subsequent to the execution of

the FFSRA and following designation of Alameda Point as a National Priorities List site in 1999, the Navy and U.S. EPA executed a Federal Facility Agreement (FFA) in July 2001. Subsequently, DTSC signed the FFA in October 2005, and the Water Board signed it in November 2005. The FFA superseded the FFSRA and defines the Navy's corrective action and response obligations under CERCLA for the RCRA and CERCLA sites that have been identified at Alameda Point. The U.S. EPA, DTSC, and the Water Board were notified of the initiation of this FOST and were issued copies for review. Regulatory agency comments to this FOST are provided in [Attachment 1](#).

3.1 Resource Conservation and Recovery Act Part A or B Permits and Subtitle C Corrective Action

This FOST reviews sites that were evaluated and addressed under the Navy's CERCLA and Defense Environmental Restoration Program (DERP) authority, as well as sites addressed under the corrective action requirements of RCRA Subtitle C (for solid waste management units [SWMUs]), RCRA Subtitle I (for underground storage tanks [USTs]), and associated state laws and regulations, administered by the U.S. EPA, the State of California, and Alameda County. These corrective action authorities are similar to CERCLA in that they require response/corrective action (i.e., cleanup) where necessary to ensure adequate protection of human health and the environment — see CERCLA Section (§) 121(d); California Health and Safety Code (HSC) § 25296.10(b); and *California Code of Regulations* (CCR) Title 23 § 2720 (definition of “corrective action”) and § 2725(c), and Title 22 CCR § 66264.101(a).

The rationale for integrating CERCLA and RCRA corrective action requirements is straightforward. The cleanup standard for CERCLA is set forth in CERCLA § 121 (Cleanup Standards), which states in the relevant part of Section 121(b)(1): “...The President shall select a remedial action that is protective of human health and the environment...” (42 *United States Code* [U.S.C.] § 9621(b)(1)). The cleanup standard for RCRA Subtitle C corrective action in the State of California, as set forth in Title 22 CCR § 66264.101(a), provides: “The owner or operator of a facility seeking a permit for the transfer, treatment, storage, or disposal of hazardous waste shall institute corrective action as necessary to protect human health and the environment for all releases of hazardous waste or constituents from any solid or hazardous waste management unit at the facility, regardless of the time at which waste was placed in such unit.” Also see California HSC §§ 25187 and 25200.10(b).

Alameda Point was previously subject to a RCRA permit (CA2170023236), which expired in July 2003. As part of the RCRA permit closeout activities, a RCRA Facility Assessment (RFA) was conducted in 1992 and identified numerous SWMUs (which were referred to as “non-permitted SWMUs” for a period of time) at former NAS Alameda, and which had not been previously identified in the RCRA permit ([DTSC 1992b](#)).

All RCRA-permitted units have been closed ([DTSC 2000a](#), [2000b](#), [2000c](#)), and all non-permitted units were delegated either to the CERCLA Program or the Petroleum Program as detailed in [Table 2](#). [Table 2](#) provides information regarding the closure status of the CERCLA and petroleum sites to which the RCRA units were assigned. Additional information about the open petroleum sites within the FOST Parcel is discussed in [Section 4.2](#).

3.2 Resource Conservation and Recovery Act Subtitle I Corrective Action

The Water Board administers the UST corrective action program at Alameda Point pursuant to RCRA Subtitle I and California HSC §§ 25280-25299.8. The authority of the Water Board to require corrective action at UST sites is set forth at Title 23 CCR Division 3, Chapter 16.

Many of the Petroleum Program sites were originally evaluated as part of a remedial investigation (RI) completed under CERCLA (Title 42 U.S.C. § 9601[14]) at Alameda Point between 1992 and 1995. However, petroleum and petroleum-related constituents are not included in the definition of hazardous substances under CERCLA (Title 42 U.S.C. § 9601[14]). By 1997, sufficient data had been obtained and analyzed for the BRAC Cleanup Team (BCT) to determine that a number of IR sites only contained petroleum or petroleum-related constituents, and, therefore, a subset of these sites was moved into the Petroleum Program ([Navy 1997](#)). By letter dated June 20, 1997, DTSC concurred with this decision ([DTSC 1997](#)). Petroleum-only sites and their constituents are being remediated under the 1994 California UST regulation (Title 23 CCR § 2720), which addresses releases to soil and groundwater from former petroleum fuel-containing USTs, aboveground storage tanks (ASTs), and pipelines.

3.3 Comprehensive Environmental Response, Compensation, and Liability Act

In 1993, the Defense Base Closure and Realignment Commission recommended the closure of NAS Alameda, which was operationally closed in 1997. In 1999, former NAS Alameda was added to the National Priorities List. Under Executive Order 12580, the Navy is the lead agency responsible for cleanup efforts at Navy properties.

CERCLA response actions are initiated at environmental sites where CERCLA hazardous substances have been or may have been released. There are seven areas known as IR Program sites and two AOCs within the FOST Parcel. As discussed in [Section 4.1](#), CERCLA investigations were conducted under the IR Program for these sites.

4.0 Summary of Environmental Conditions and Notifications

This section summarizes the environmental conditions and notifications, as they relate to CERCLA, petroleum products and derivatives, asbestos-containing materials (ACM), lead-based paint (LBP), and other regulated materials.

The deed(s) for the CERCLA-impacted FOST Parcel will contain, to the extent such information is available on the basis of a complete search of agency files, a notification of hazardous substances stored for 1 year or more, or known to be released, or disposed of within the FOST Parcel, in the form and manner prescribed by CERCLA (42 U.S.C. § 9620[h]) and Title 40 of the *Code of Federal Regulations* Part 373. This notice is provided as [Attachment 2](#), the Hazardous Substances Notification.

In addition to the hazardous substance notice, the Base Redevelopment and Realignment Manual outlines other environmental topics that must be addressed in a FOST ([DoD 2006](#)). These topics are further discussed below, including the environmental conditions and actions taken on the FOST Parcel; identification of notification requirements related to CERCLA, munitions response, and petroleum corrective action; and information regarding ACM, LBP, polychlorinated biphenyls (PCBs), radiological materials, and pesticides.

4.1 CERCLA Program

This section addresses the CERCLA sites within the FOST Parcel. The Navy initiated environmental investigations at NAS Alameda under the Navy Assessment and Control of Installation Pollutants (NACIP) Program. Under the NACIP Program, the Navy performed an initial assessment study in 1982 to assess NAS Alameda for areas posing a potential threat to human health or the environment due to contamination from historical uses involving hazardous materials ([Ecology and Environment 1983](#)).

On June 6, 1988, the Navy received a Remedial Action Order from the Department of Health Services (now DTSC) that identified NAS Alameda sites as needing a RI and feasibility study (FS) in accordance with the requirements of CERCLA. In response, the Navy converted its NACIP Program into the IR Program to be more consistent with CERCLA, and investigations were conducted in a phased approach.

A comprehensive base closure strategy was developed by the BCT as part of the 1997 BRAC Cleanup Plan at Alameda Point ([Navy 1997](#)). This strategy consolidated the initial 23 IR sites into four Operable Units (OUs) as a management tool to accelerate site investigation. OU-4 was later subdivided and OU-5 and OU-6 were added when IR Sites 24 through 31 were added to the CERCLA program. IR Site 18 (Storm Sewers) was reconfigured and eliminated as a separate IR site. Instead, the associated contamination in the storm sewers was investigated and remediated

within the footprint of individual sites. An additional four new sites, IR Sites 32, 33, 34, and 35, were added, but were not assigned to an OU.

Seven out of 34 Alameda Point IR sites are located within the FOST Parcel (Figure 4). These sites include IR Sites 3, 16, 17, and 30, and portions of IR Sites 24, 25, and 34. AOC 1 and AOC 6 are also within the FOST Parcel.

Environmental sites within the FOST Parcel have received regulatory agency concurrence for either No Further Action (NFA) or Response Complete. The status of environmental sites within the FOST Parcel is presented in Table 3. A NFA or Response Complete determination is based on the findings of evaluations or cleanup actions that the parcel is suitable for transfer as long as the applicable notifications and restrictions, outlined in Sections 4.0 and 5.0, have been implemented. NFA designations were given to sites either because no response action was required to provide adequate protection of human health and the environment, or the required remedial action has been completed.

Besides the IR sites, the Marsh Crust also was investigated under the CERCLA Program at Alameda Point. The Marsh Crust is a layer of sediment contaminated with polycyclic aromatic hydrocarbons (PAHs) that were deposited across the tidelands and the former subtidal areas from the late 1800s until the 1920s. The contamination is believed to have resulted from former industrial processes in the area that discharged petroleum products and wastes directly into San Francisco Bay. The Final Marsh Crust Remedial Action Plan (RAP)/Record of Decision (ROD) was signed in February 2001 (Navy 2001). The Marsh Crust RAP/ROD identifies restrictions on excavations that vary by location and that apply within all of the upland areas of the FOST Parcel. Figure 5, Footprint of Areas within FOST Parcel that Require Restrictions, includes depiction of the Marsh Crust restrictions.

A summary of the CERCLA investigations conducted within the FOST Parcel is presented below.

4.1.1 IR Site 3 (OU-2B)

IR Site 3, Abandoned Fuel Storage Area, is an approximately 12.8-acre site located near the eastern entrance to Alameda Point (Figure 2). IR Site 3 is known as the Abandoned Fuel Storage Area because between the 1940s and 1970s, aviation gasoline was stored there in USTs. Nearly 80 percent of the site is covered with asphalt and concrete in the form of buildings, roads, and parking lots (Figure 3A). IR Site 3 is grouped with IR Sites 4, 11, and 21 under OU-2B. Portions of the Petroleum Program Corrective Action Areas (CAAs) 3A, 3B, and 3C are located within IR Site 3 to the south of Buildings 112 and 527 (Figure 6 and Tables 4 and 5). There are several former SWMUs that are within the footprint of IR Site 3 (Figure 7 and Table 2). Only one of these former SWMUs, NAS Generator Accumulation Point (GAP) 10, is addressed under

CERCLA as part of IR Site 3 (Navy 2015a). The remaining SWMUs within the IR Site 3 portion of the FOST Parcel (Naval Aviation Depot [NADEP] GAPS 44 and 45, M-07, and AOC 398) are addressed as part of the Petroleum Program. The Petroleum Program sites located within the IR Site 3 portion of the FOST Parcel are discussed in Section 4.2.

The 2015 ROD identifies contaminants of concern (COCs) for IR Site 3 soils as cobalt and lead. Cobalt is present in one localized area at concentrations that exceed residential cleanup goals (Navy 2015a). This area was originally in IR Site 21, (an IR site adjacent to IR Site 3); however, after the CERCLA FS the boundary of IR Site 3 was modified to include this area. The remedy for cobalt impacted soil at IR Site 3 is institutional controls (ICs) to restrict residential use (Navy 2015a) (Figure 5). The ROD identified two areas within IR Site 3 with lead concentrations in soil that required remedial action. The selected remedy for lead-impacted soil was excavation with off-site disposal of the contaminated soil. The soil removal from the two areas has been completed, and the excavated areas were backfilled with fill suitable for reuse and returned to original grade.

The OU-2B Soil Remedial Action Completion Report (RACR) documents the areas within IR Site 3 where lead-impacted soil was removed and documents completion of the remedial action for soil (Arcadis 2015). The U.S. EPA submitted a letter concurring with the RACR for OU-2B Soil (U.S. EPA 2015b).

By letter dated August 6, 2012, the Navy provided information demonstrating that groundwater in the southeast portion of the base, including all of IR Site 3, meets State Water Board Resolution No. 88-63 and Regional Water Board Resolution No. 89-39, “Sources of Drinking Water,” exception criteria (a) and (c). Information presented included proximity to San Francisco Bay and potential for salt water intrusion, high salinity, current county restrictions on well installation in shallow groundwater, and potential for surface runoff to contaminate groundwater (Navy 2012a). The regulatory agencies concurred with the Navy’s assessment (Water Board 2012a, U.S. EPA 2012c). Therefore, it is unlikely that shallow groundwater will be used as a municipal water supply.

The 2015 ROD selected an OU-2B groundwater remedy for a volatile organic compounds (VOCs) groundwater plume that underlies portions of IR Sites 4, 11, and 21. While the OU-2B shallow VOC groundwater plume does not extend into IR Site 3, the remedy includes ICs with a buffer zone that extends beyond the perimeter boundary of the plume and onto a portion of IR Site 3 (Figure 5).

The ROD for OU-2B identifies the Area Requiring Institutional Controls (ARICs) and documents the ICs necessary to protect human health and attain the Remedial Action Objectives (RAOs) for soil and groundwater (Navy 2015a). The Land Use Control (LUC) Remedial Design (RD) for OU-2B documents the restrictions related to the ICs for soil at IR Site 3 and ICs for

OU-2B groundwater (Figure 5). The LUC RD refines the IC boundaries presented in the ROD for groundwater based on evaluation of recent data (Navy 2015c).

Soil remediation is complete, and ICs will be implemented to protect human health from residual contamination in soil and adjacent groundwater; therefore, IR Site 3 is suitable for transfer.

4.1.2 IR Site 16 (OU-1)

IR Site 16, the C-2 Shipping Container Storage (CANS) Area consists of 11.4 acres located 390 feet east of San Francisco Bay. Eighty percent of IR Site 16 is covered by asphalt, concrete, buildings, roads, and parking lots (Figure 3A). Historically, the site was used for industrial-type activities including aircraft parking, aircraft maintenance, material and equipment staging, discarded items storage, automobile servicing and maintenance, and hazardous materials storage. IR Site 16 contains Building 608, former Building 402 and shipping containers known as “CANS” (338A through 338H) in the eastern portion of IR Site 16 (see Figure 3A). The CANS were used to store avionics parts and test equipment, chemicals, and aircraft fabrication equipment. Three sheds associated with Building 608 were used as vehicle service bays. IR Site 16 also includes oil–water separators (OWSs) 608A and 608B, washdown area (WD) 608 (Figure 7), UST(R)-18/NAS GAP 17 (also known as UST 608-1), and AST 338-A1, AST 338-D4 and AST 608 (Figures 8 and 9). Site features WD 608, AST 338-A1 and AST 608 were closed as part of the ROD (Navy 2007b). Due to possible petroleum contamination, a portion of IR Site 16 is also designated as CAA 09B (Figure 6), which is discussed in Section 4.2.3 (Navy 2007b).

No COCs were identified in the RI report for soil under any of the IR Site 16 scenarios based on the human health risk assessment (HHRA). VOCs were identified as COCs in groundwater under the residential scenario with domestic/municipal beneficial use. The modified ecological risk assessment results did not identify any COCs for ecological receptors at IR Site 16. The lack of habitat, including nesting and foraging range, makes for minimal likelihood of exposure and hazards to the ecological receptors (Tetra Tech 2004).

In 1997, a non-time-critical removal action (NTCRA) was conducted at IR Site 16 for PCBs and lead in soil (Tetra Tech 1998). At the time the ROD was finalized in September 2007, the potential for soil contamination beneath and adjacent to OWS 608A and OWS 608B and the related potential human health and ecological risk in these locations had not been fully defined. The ROD specified that additional soil sampling, a Pre-Design Data Gap Sampling (PDDGS), should be performed in these areas (Navy 2007b). The ROD specified that the remedial goals (RGs) for any additional contaminants identified during the PDDGS would be based on the U.S. EPA’s 2004 residential Preliminary Remedial Goals (PRGs). COCs identified in the ROD were PCBs for soil, and cis-1,2-dichloroethene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, tetrachloroethene (PCE), trichloroethene (TCE), and vinyl chloride for groundwater. Lead,

chlordane, dieldrin, heptachlor, and heptachlor epoxide were not identified as soil COCs in the ROD, but they were added as soil COCs as a result of the PDDGS and were included in the RD and remedial action (RA). The purpose of the soil RA was to remove soil that exceeded the RGs for lead, chlordane, dieldrin, heptachlor, and heptachlor epoxide.

The RA for soil beneath and adjacent to OWSs 608A and 608B was completed in April 2011. An Explanation of Significant Differences (ESD) for soil was submitted in May 2012. The ESD describes further sampling and subsequent risk evaluation of a small section of soil with residual COCs remaining beneath a functional building (Building 608). The risk evaluation determined that the remaining site soils meet the RAOs and that the soil remediation was complete (Navy 2012b). The Final RACR for the soil remedial action was submitted in July 2012, and U.S. EPA and DTSC indicated their concurrence by signing the RACR on June 25, 2012 and June 30, 2012, respectively (URS 2012).

For IR Site 16 groundwater, the selected RA in the OU-1 ROD called for using in situ chemical oxidation (ISCO), accelerated bioremediation, monitored natural attenuation, and short-term ICs (Navy 2007b). As reported in the ESD, IR Site 16 groundwater had two treatment areas referred to as IR Site 16 North and IR Site 16 South. ISCO was implemented in May 2010 and groundwater was monitored quarterly for a year. Analytical results indicated significant decreases in COC concentrations from the baseline; however, 2013 monitoring data indicated that some COCs remained above RGs in five wells on IR Site 16 North and four wells on IR Site 16 South (Navy 2015d). While monitoring was ongoing, the regulatory agencies concurred with the Navy's groundwater assessment, which found that groundwater under this portion of Alameda Point met the criteria for exception to California's sources of drinking water policy; this finding is discussed in more detail in Section 4.1.1 (Water Board 2012a, U.S. EPA 2012c). As a result, drinking water standards do not apply to groundwater in the area covered under this exception, which includes IR Site 16.

The updated HHRA using post-RA groundwater monitoring data determined that as a result of the full-scale ISCO RA, the remaining COC concentrations in groundwater do not present unacceptable risk to current receptors (i.e., commercial/industrial). However, there are two areas where COCs in groundwater may potentially present unacceptable risk (i.e., greater than U.S. EPA point of departure of 10^{-6}) for residential site use, primarily due to potential vapor intrusion (VI) risk. An ESD for groundwater was prepared in 2015 to document the change in the nature of the ICs remedy from the short-term ICs implemented concurrent with the active groundwater treatment identified in the ROD, to permanent ICs to be implemented indefinitely as the final remedy to mitigate potential VI risk (Navy 2015d). The LUC RD identified the IC implementation areas, IC termination criteria, and groundwater monitoring requirements (Navy 2016a). The portions of IR Site 16 subject to ICs are shown on Figure 5. All remedial action is complete, and ICs will be implemented in the deeds that will be prepared for Site 16 at the time

of transfer to protect human health from residual groundwater contamination that could pose a risk to future residents. U.S. EPA and DTSC concurred that remedial action is complete at IR Site 16. Therefore, IR Site 16 is suitable for transfer.

4.1.3 IR Site 17 (OU-4B)

IR Site 17, Seaplane Lagoon, consists of approximately 110 submerged acres in the southeastern corner of Alameda Point. The Seaplane Lagoon was constructed in the 1930s by dredging a former tidal flat. During construction, seawalls were built along the eastern, western, and southern boundaries, and a bulkhead wall was constructed on the northern side. Four water access ramps are roughly evenly spaced along the northern perimeter; these seaplane ramps are cantilevered structures associated with and appurtenant to the adjacent apron and are not part of the FOST Parcel. Sediment beneath the ramps is part of Seaplane Lagoon and is included in the FOST Parcel. IR Site 17 is grouped with IR Site 24, another submerged site, under OU-4B (Navy 2006).

From the 1940s until 1975, untreated industrial wastewater and stormwater were discharged into a network of storm drains and delivered to the Seaplane Lagoon through storm sewer outfalls in the northwestern and northeastern corners of the lagoon. Outfall F discharged into the northwestern corner of Seaplane Lagoon. Outfall FF discharged into Seaplane Lagoon on the northern boundary, adjacent to the Seaplane Parking Apron. Outfall G discharged into the northeastern corner of Seaplane Lagoon. The storm drain lines leading to the outfalls are not within the FOST Parcel. The storm drain lines associated with Outfalls F, FF, and G were either replaced or cleaned prior to the IR Site 17 remediation.

The Final ROD for IR Site 17 was issued in November 2006. The selected remedy for contaminated sediment at IR Site 17 was dredging of sediment in the northeast and northwest corners of the Seaplane Lagoon, dewatering, and disposal at a permitted off-site waste disposal facility (Navy 2006). Total PCBs, pesticides (DDx, the sum of DDD [dichlorodiphenyldichloroethane], DDE [dichlorodiphenyldichloroethylene], and DDT [dichlorodiphenyltrichloroethane]), and metals (cadmium, chromium, and lead) were identified as risk drivers (Battelle, BBL, and Neptune & Company 2004). Although radium-226 (Ra-226) was not identified as a risk driver in the ecological or human health risk assessment, the ROD noted elevated Ra-226 concentrations within the remediation areas and stated that any potential risks would be addressed through the remedial activity of sediment removal and proper disposal (Navy 2006).

Between October 2008 and December 2009, a Time-Critical Removal Action (TCRA) was conducted to remove submerged and intertidal construction debris piles located along the northern shoreline of IR Site 17 (TtECI 2010). After evaluation of the post-TCRA analytical

data, additional sediment was removed prior to the IR Site 17 remedial action for the northwest corner of the lagoon (TtECI 2012).

The Remedial Action Work Plan (RAWP) for IR Site 17 specified criteria for successful completion of the remedial action for both contaminants with RGs and those without RGs (including Ra-226) (Battelle and TtECI 2011). Remedial action for the sediments in the northeast and northwest corners of Seaplane Lagoon began in January 2011 and was completed in 2013.

The Final RACR, submitted in September 2014, documents that the RAOs in the 2006 ROD and completion criteria in the RAWP were achieved and that IR Site 17 does not pose a risk to human health or the environment under current or proposed future use (TtECI 2014). A total of 61,767 cubic yards of sediment was dredged from the northeast remediation area and 34,231 cubic yards of sediment was dredged from the northwest area. The RACR also documents the removal of small items with radioactivity, believed to have Ra-226 paint on them, from the remedial action area dredged sediment. During the processing of the sediment removed from both remediation areas of Seaplane Lagoon, 51 items with Ra-226 activity were removed from the sediment and disposed of at a licensed facility (TtECI 2014). An ESD and LUC RD were completed to add an IC as a component of the remedy (Navy 2016b; Navy 2016c). To ensure proper disposal and prevent potential exposure to Ra-226 in the sediment (including items with Ra-226 activity that may be present in the sediment), the IC prohibits dredging and/or removal of sediment in IR Site 17 unless performed subject to an approved Sediment Management Plan (SedMP).

All remedial action is complete, and the IC will be implemented in the deed at the time of transfer. U.S. EPA and DTSC concur that remedial action is complete. Therefore, IR Site 17 is suitable for transfer.

4.1.4 IR Site 24 (OU-4B)

IR Site 24, the Pier Area, is a submerged site of approximately 50 acres in size located southeast of and adjacent to Seaplane Lagoon (IR Site 17). It is grouped with IR Site 17 under OU-4B (Navy 2010b). Control of approximately 7 acres of IR Site 24 previously transferred back to the City as part of the lease termination noted in Table 1. Approximately 43 acres of IR Site 24 that were retained by the Navy are included in the FOST Parcel. IR Site 24 consists of offshore areas in the vicinity of three existing piers; the site receives stormwater from three storm sewer outfalls (Figure 4). The piers and other infrastructure within the footprint of the submerged lands associated with IR Site 24 are appurtenant to the adjacent property and thus are not part of IR Site 24. The Navy historically used the piers to berth a variety of vessels, including destroyers, service ships, nuclear-powered ships, and occasionally submarines. The USS Hornet is currently

docked at Pier 3 as a naval museum. A portion of Pier 3 was identified as a general radioactive material location and is discussed as adjacent property in [Section 6.2.9](#).

The RI Report identified cadmium, lead, total DDx (the sum of DDD, DDE, and DDT), and total PCBs as COCs ([Battelle, Arcadis \[BBL\], and Neptune & Company 2007](#)). Because of the limited habitat for shellfish at the site, as well as the limited and difficult access to the water and shoreline, no complete exposure pathways for human receptors were identified at IR Site 24. The ecological risk assessment concluded that risks were acceptable over the majority of IR Site 24 and that the only area having a potential for adverse impacts was in a small area in the northeastern corner in the sediment shelf near shore and under Wharf Road between Piers 1 and 2 ([Navy 2010b](#)). An FS was completed for the portion of IR Site 24 with COCs in the northeastern corner. The remedy selected in the ROD for the northeastern corner of IR Site 24 was sediment removal and dredging of an approximately 0.5-acre area adjacent to the quay wall and beneath the roadway; the remainder of IR Site 24 required no action ([Navy 2010b](#)).

The sediment removal and dredging began in January 2012 and was completed in May 2012. The Final RACR ([TtECI 2013](#)) was submitted in March 2013. U.S. EPA concurred that the remedial action was complete by letter dated March 21, 2013 ([U.S. EPA 2013](#)), and DTSC concurred via letter on July 23, 2013 ([DTSC 2013](#)). IR Site 24 is suitable for transfer.

4.1.5 IR Site 25 (OU-5)

IR Site 25, former North Housing, is approximately 42 acres in size and located east of Main Street in the northeast portion of Alameda Point. It is part of OU-5 ([Navy 2007c](#)). The portion of IR Site 25 included in this FOST is approximately 34 acres in size and is bounded by Estuary Park and the former Navy Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex (FISCA) to the north, former FISCA to the east and southeast, IR Site 30 to the south, and United States Coast Guard property to the west and southwest.

IR Site 25 is relatively flat. The area was originally mostly tidal wetlands, but dredging, construction, and development have altered the area. The historical land use for IR Site 25 was residential. Between 1947 and 1966, prior to acquisition of the property by the Navy, the area was used for residential purposes. The Navy acquired the IR Site 25 property in two transactions between 1966 and 1968 and constructed housing there in 1969; the housing units are shown on [Figure 3B](#) and are currently unoccupied. It has not been included in any of the past Alameda Point lease agreements; however, the site is currently licensed to the City for law enforcement activities.

Previous investigations conducted at IR Site 25 revealed the presence of PAHs in soil. Between 2001 and 2002 a TCRA was performed to address PAHs in the top 2 feet of soil ([FWC 2002](#)). The TCRA encompassed a total area of approximately 26 acres, but buildings and hardscape

limited access in some portions of the site, so the excavated area totaled approximately 22.2 acres. A ROD to address the remaining contaminated soil was signed and issued in 2007 (Navy 2007c). ICs were selected as the final remedy for IR Site 25 soil. The ICs require future landowners to obtain written approval from the Navy, U.S. EPA, and DTSC for excavation of soil from depths greater than 4 feet below ground surface or for the removal of hardscape. For this work, future landowners also must develop a Soil Management Plan, obtain approval of the plan from the Navy, DTSC, and U.S. EPA (unless U.S. EPA determines its review and approval of a specific Soil Management Plan is not necessary) and comply with the Soil Management Plan. Land use controls are detailed in the IR Site 25 LUC RD (Navy 2009a).

The groundwater beneath IR Site 25 was addressed in a 2007 ROD for OU-5 groundwater where the selected remedy consisted of biosparging with soil vapor extraction (SVE) in the plume centers, nutrient/microorganism enhancement as required, monitored natural attenuation (MNA), and ICs (Navy 2007a). Operation of the treatment system began in 2009 and ended in 2013. Based on additional evaluations of historical (pre-ROD) and post-ROD data that included post-ROD indoor air sampling by U.S. EPA in 2015, a ROD Amendment documenting that no further action is necessary for the groundwater was issued (Navy 2015b). U.S. EPA signed the ROD Amendment on June 17, 2015, DTSC signed on July 7, 2015, and the Water Board signed on July 9, 2015.

The ICs for soil have been implemented in accordance with the LUC RD, and no further action is required for OU-5 groundwater. This portion of IR Site 25 is suitable for transfer.

4.1.6 IR Site 30 (OU-5)

IR Site 30 is a 6.6-acre site located at the eastern end of Alameda Point and is part of OU-5. IR Site 30 is bounded by IR Site 25 (former North Housing) to the north and east, and IR Site 31 (Marina Village Housing owned by the United States Coast Guard) to the south and west. The Navy formerly leased the site to the Alameda Unified School District which operated the Woodstock Child Development Center, built in 1985 and Island High School (formerly the George P. Miller Elementary School), built between 1975 and 1977. Approximately 84 percent of the site is open space; however, most of this open space is paved, and approximately 74 percent of the site is covered with hardscape (Bechtel 2005) (Figure 3B).

The Navy conducted a TCRA in November 2004 at the Woodstock Child Development Center and Island High School (Shaw E&I 2005). The TCRA was based on results from the 2003 PAH assessment that indicated the presence of PAHs in soil at unpaved play areas of the site at concentrations above the Alameda Point screening criterion for residential use. The TCRA included installation of soil cover materials in four areas in the southwestern portion of the yard of the Woodstock Child Development Center and two areas east of Island High School.

A RI for IR Site 30 soil was conducted and an RI report was issued in October 2005. A background evaluation was subsequently conducted and documented in the RI Addendum, which presented the results and recommended no further action for soil ([Bechtel 2008](#)). The ROD for IR Site 30 soil was issued in September 2009 documenting no further action for IR Site 30 soil ([Navy 2009b](#)).

The groundwater beneath IR Site 30 was addressed in the 2007 ROD for OU-5 groundwater ([Navy 2007a](#)) and the 2015 ROD Amendment for OU-5 groundwater, which are discussed in [Section 4.1.5](#). The ROD Amendment selected no further action for the groundwater beneath IR Site 30; the Navy, U.S. EPA, DTSC, and the Water Board signed the ROD Amendment in April 2015 ([Navy 2015b](#)). IR Site 30 is suitable for transfer.

4.1.7 IR Site 34

IR Site 34, Naval Air Rework Facility, is a 4.18-acre area that is a partially paved, relatively flat open space and is not part of an OU. IR Site 34 was used to maintain base equipment, such as scaffolding and other apparatus. The site was used primarily for painting services, storage, wood and metal shops, and sandblasting. IR Site 34 formerly contained several structures: 12 former buildings and intervening open areas; seven ASTs; NADEP GAPS 78 and 79; UST 473-1, a portion of fuel line (FL) -018, and 15 transformers. Two former SWMUs, UST 473-1 (also known as AOC 473), and AST 331 (also known as SWMU 331), were addressed under the Petroleum Program along with FL-018 and all of the ASTs. CAA-14 is also located within the footprint of IR Site 34 and was closed out with AST 331. The Petroleum Program is discussed in [Section 4.2](#).

The remaining two former SWMUs (NADEP GAPS 78 and 79) were investigated as part of IR Site 34. All buildings, ASTs, GAPS, and transformers were removed between 1996 and 2000, except for their concrete pads. [Figures 6, 7, 8, 9, and 10](#) show the locations of the CAA, the former SWMUs, the ASTs, the UST, and the fuel line, respectively. As shown on [Figure 4](#), the southwestern 0.22-acre corner of IR Site 34 was transferred by the Navy to the Department of Veterans Affairs who will retain it in perpetuity, and it is not part of this FOST Parcel.

Arsenic, lead, 1,4 dichlorobenzene, dieldrin, heptachlor epoxide, total PCBs and total petroleum hydrocarbons (TPH) were identified as COCs in soil. The ROD for Site 34 was issued in April 2011 ([Navy 2011a](#)). The remedial action selected was excavation and off-site disposal of chemically impacted soil. Groundwater at Site 34 is not considered a potential source of drinking water, accordingly drinking water standards do not apply. Chemicals in groundwater were evaluated for potential VI and impacts to surface water in the Oakland Inner Harbor. Groundwater was determined not to pose a potential risk to human health or the environment, so no further action was necessary for groundwater. The no further action decision for groundwater was documented in the 2011 ROD.

The remedial action for soil was conducted between May and June 2013, and the Final RACR was completed in February 2014 (ERS 2014). U.S. EPA concurred with the Final RACR by letter dated March 4, 2014 (U.S. EPA 2014). DTSC concurred with the Final RACR by letter dated March 19, 2014 (DTSC 2014). There are no CERCLA restrictions with respect to IR Site 34 soil and groundwater. IR Site 34 is suitable for transfer.

4.1.8 AOC 1

This site is a former storage yard, approximately 0.5 acre in size, where arsenic and cobalt in soil were reported above background levels and residential screening levels (Bechtel 2007). AOC 1 contains M-10, a spent solvent tank for which DTSC concurred with NFA in 2000 (DTSC 2000c). In December 2013, additional soil samples were collected and analyzed for arsenic and cobalt. The arsenic and cobalt concentrations detected in the soil samples were within U.S. EPA's risk management range, and an evaluation of the area was included in the Amended Site Inspection (SI) for EDC 12 (please note EDC terminology is no longer used) which concluded no action is required (CH2MHill 2014). The Amended SI was reviewed by U.S. EPA and DTSC and finalized in accordance with FFA document review procedures. AOC 1 is suitable for transfer. U.S. EPA concurred with the recommendation for AOC 1 in the EDC 12 SI Addendum by letter dated November 23, 2015 (U.S. EPA 2015a).

4.1.9 AOC 6

AOC 6 is a small site, approximately 0.014 acre in size. SWMU AST 584 was recommended for further investigation under CERCLA as AOC 6 to assess whether the use of corrosion-inhibiting chemicals had resulted in a release. Hexavalent chromium was detected in soil samples above background levels and residential screening levels (Bechtel 2007). In December 2013, additional soil and groundwater samples were collected and analyzed for hexavalent chromium. As discussed in Section 4.1.1 the groundwater in this portion of Alameda Point meets the criteria for exception to sources of drinking water policy, thus drinking water standards do not apply. The hexavalent chromium concentrations detected in the soil samples were within U.S. EPA's target risk range. Groundwater sample results were nondetect for hexavalent chromium. As discussed in Section 4.1.9, AOC 6 was investigated in conjunction with EDC 12. The EDC terminology is no longer used, but the Amended SI for EDC 12 concluded with a no action recommendation for AOC 6 (CH2MHill 2014). The Amended SI was reviewed by EPA and DTSC and finalized in accordance with FFA document review procedures. AOC 6 is suitable for transfer. U.S. EPA concurred with the recommendation for AOC 6 in the EDC 12 SI Addendum by letter dated November 23, 2015 (U.S. EPA 2015a).

4.2 Petroleum Products and Derivatives

The history and status of the Alameda Point Petroleum Program is documented in the Petroleum Management Plan ([Battelle 2010b](#)) and a subsequent update ([Battelle 2012a](#)). Unless otherwise noted, these two documents are the primary sources for the descriptions in the following two sections and the associated tables ([Tables 4, 5, and 6](#)).

The Petroleum Program was created to address potential and actual soil and groundwater contamination related to petroleum products, which are excluded from CERCLA. The Navy developed a fuel site closure plan in 2001 in cooperation with the Water Board and DTSC. The Water Board issued a letter in 2001 providing concurrence on the approach ([Water Board 2001](#)).

The Navy identified a variety of CAAs as part of the Petroleum Program ([Figure 6](#)). CAAs that are wholly or partially within the FOST Parcel are listed in [Table 4](#). Some of the sites included in the Petroleum Program were originally identified as part of the RFA prepared by the Navy and DTSC in 1992 ([DTSC 1992b](#)); the purpose of the RFA was to identify sites potentially requiring closure under RCRA regulations. As discussed in [Section 3.1](#), all former RCRA SWMUs that had not previously been closed under RCRA, were transferred to either the CERCLA or Petroleum Programs ([SulTech 2007](#)). RCRA SWMUs transferred to the Petroleum Program included individual or collections of USTs, ASTs, OWSs, and GAPs ([Table 2](#)). USTs and ASTs within the FOST Parcel are listed in [Table 5](#) and shown on [Figure 8](#) and [Figure 9](#). Some of the USTs and ASTs within the FOST Parcel are being addressed via CERCLA, so [Table 5](#) also identifies the program under which closure is being addressed. Underground fuel lines are identified in [Table 6](#) and shown on [Figure 10](#).

4.2.1 Open Petroleum Program Sites

The Petroleum Program sites within the FOST Parcel discussed in this section are open and will be transferred prior to obtaining regulatory closure subject to the restrictions discussed in [Section 5.2](#). The open sites include: sites with outstanding site closure requests that are awaiting written regulatory concurrence; sites pending submission of site closure requests; and sites requiring further investigation, remediation, and/or monitoring activities. These sites are shown on [Figure 6](#).

CAA-03: This 9-acre site overlaps IR Site 3. The site was subdivided into CAA-03A, CAA-03B, and CAA-03C. Historic activities at CAA-03A, CAA-03B and CAA-03C resulted in the release of aviation fuel to soil and groundwater. The Navy has performed investigations and completed substantial corrective-action at CAAs-03A, -03B, and -03C; these efforts have cleaned up the vast majority of the petroleum contamination ([Shaw E&I 2013](#)). USTs 398-1 and 398-2, which are included in CAA-03A, were closed with a NFA letter from the Water Board dated October 13, 2014 ([Water Board 2014e](#)); other components of CAA-03A are being investigated or are

under review for closure ([Table 4](#) and [Table 5](#)). UST 97-C, which is part of CAA-03C, was closed with a NFA letter from the Water Board dated April 21, 2015 ([Water Board 2015d](#)). Residual contamination at CAA-03B and -03C requires further investigation and possibly corrective action prior to requesting closure.

CAA-09A. This site consists of the area around Building 584, which was used for storage of corrosives, lubricating oils, and water-treatment chemicals. It includes USTs 584-1 and 584-2, both removed in 1994. The USTs were located adjacent to AOC 6, but a portion of CAA-09A overlaps AOC 6 (see detail 2 of [Figure 4](#)). AOC 6 is discussed in [Section 4.1.9](#).

4.2.2 Open Aboveground Storage Tanks, Oil and Water Separators, Washdown Areas, Underground Storage Tanks, and Fuel Line Sites

AST 330B is the only open Petroleum Program site present in the FOST Parcel that is not associated with a CAA or CERCLA site. The Navy will continue to work with the Water Board to request closure for AST 330B after transfer.

4.2.3 Closed Petroleum Program Corrective Action Area Sites

The following Petroleum Program CAA sites are closed with written regulatory concurrence. [Figure 6](#) shows all CAAs.

CAA-A. This site (both within and adjacent to IR Site 34) consists of the area around parallel 10-inch FLs used to transport jet fuel. The site was closed with concurrence in 2007 ([Water Board 2007](#)) without restrictions. A portion of CAA-A was included in the 2013 FOST.

CAA-09B. This site consists of the area around Building 608 that was used as an automobile service and repair facility. A waste oil UST (UST 608-1) and two OWSs (OWS 608A and 608B) within the site footprint were assigned to IR Site 16, which overlaps the CAA (see [Section 4.1.2](#), IR Site 16, above). The OWSs were removed in 2010 under the CERCLA action for OU-1 Site 16 ([URS 2012](#)). No tanks or other RCRA Units are associated with CAA-09B. The CAA was closed along with IR Site 16 through the OU-1 ROD ESD ([Navy 2015d](#)).

CAA-14. This site consists of the area around Building 331 that was used as a woodworking facility and offices; it is located within IR Site 34. CAA-14 includes AST 331, also referred to as former SWMU 331. The Water Board concurred with NFA for AST 331 by letter dated March 20, 2013 ([Water Board 2013a](#)). CAA-14 coincides with Remedial Action Area 13 in IR Site 34. Remedial Action Area 13, including co-located petroleum contaminants, was remediated during the IR Site 34 remedial action as part of the CERCLA Program. IR Site 34 was certified by DTSC as having all appropriate response action completed and no further removal or remedial actions necessary ([DTSC 2014](#)). Therefore, all remediation work at CAA-14 has been completed and was closed when AST 331 was closed.

4.2.4 Closed Underground Storage Tanks

Five USTs located within the FOST Parcel (UST 97-C, UST 398-1, UST 398-2, UST 473-1, and UST 608-1) have been closed individually without restrictions by the Water Board ([Table 5](#)). UST 97-C, within CAA-3C, was closed with an NFA letter from the Water Board ([Water Board 2015d](#)). Collectively UST 398-1 and UST 398-2 comprise the former SWMU AOC 398 within CAA-3A; with the closure of these two USTs ([Water Board 2014e](#)), AOC 398 has also been closed. UST 473-1, the former SWMU AOC 473, is not associated with an open CAA; it was closed by the Water Board without restrictions ([Water Board 2014f](#)). UST 608-1 was closed concurrently with CAA-09B and IR Site 16 ([Navy 2015d](#)).

4.2.5 Closed Aboveground Storage Tanks, Oil and Water Separators, Washdown Areas, and Fuel Line Sites

Closed Petroleum Program ASTs, OWSs, WDs, and FLs present in the FOST Parcel not associated with a CAA or CERCLA site are listed below. Additional information can be found in [Tables 5 and 6](#). Sites listed below were closed without land use restrictions:

- AST 331
- AST 338-D4
- AST 344A
- AST 344B
- AST 344C
- AST 344D
- FL 155
- FL 158

AST 330A was closed in February 2013. A restriction is required, as discussed in [Section 5.2](#), to ensure the property remains protective of public health, safety, or the environment ([Water Board 2013b](#)).

4.3 Asbestos-Containing Material

DoD policy is to manage ACM in a manner protective of human health and the environment, and to comply with all applicable federal, state, and local laws and regulations governing ACM hazards ([DoD 1994](#)).

4.3.1 FOST Property West of Main Street (IR Sites 3, 16, 17, 24, and 34; AOCs 1 and 6)

As noted in [Section 2](#), a significant portion of the FOST property was subject to the LPL and is currently subject to the existing EDC MOA and LIFOC with the City. All available information regarding the existence, extent, and condition of known ACM was fully identified in Exhibit "B" to the LPL and again in Exhibit "I" to the EDC MOA. As a result, the City has been responsible for monitoring the condition of existing ACM in compliance with all applicable federal, state,

and local laws relating to ACM, including prohibiting occupancy of any buildings or structures containing known ACM prior to abatement of the ACM or demolition of the structure. The Navy is not responsible for any damages relating to ACM arising out of any activities occurring after the date of the LIFOC.

For the FOST property located west of Main Street, a notification regarding the potential presence of ACM within the FOST property will be included in the deed. A restriction is required, as discussed in [Section 5.3](#), to ensure ACM is properly handled after transfer.

4.3.2 FOST Property East of Main Street (IR Sites 25 and 30)

The areas of the FOST Parcel east of Main Street (IR Sites 25 and 30) were not subject to the LPL, EDC MOA or the LIFOC. Portions of the IR Site 30 property associated with the Miller High School and the Woodstock Child Development Center were leased to the Alameda Unified School District from 1976 to 2011, respectively. The IR Site 25 property (former North Housing Area) has been under continuous Navy custody and control.

Given their use as educational facilities, the IR Site 30 Woodstock Child Development Center and Miller High School were subject to the Asbestos-Containing Materials in Schools Rule under the Asbestos Hazard Emergency Response Act (AHERA) (Toxic Substances Control Act Title II). AHERA requires local educational agencies to inspect their school buildings for asbestos-containing building material, prepare asbestos management plans and perform asbestos response actions to prevent or reduce asbestos hazards.

In 1995, the Navy conducted a comprehensive ACM survey of the IR Site 25 former North Housing units and the Woodstock Child Development Center. The survey found only non-friable ACM at the Woodside Child Development Center. Friable ACM was noted within all the North Housing units surveyed. The North Housing units are not occupied, and there is no record of friable ACM abatement occurring. There is no record of the Island High School being included in the 1995 ACM survey conducted by the Navy. It is unknown whether the Alameda Unified School District found and abated any friable ACM at Island High School.

For the FOST property located east of Main Street, a notification regarding the potential presence of ACM within the FOST property will be included in the deed. A restriction is required, as discussed in [Section 5.3](#), to ensure ACM is properly handled after transfer.

4.4 Lead-Based Paint

LBP hazards are defined in the Federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of Public Law 102550), as codified in 42 U.S.C. § 4822 (the Act) as “any condition that causes exposure to lead that would result in adverse health effects.” The Act provides for regulation of the lead hazard from LBP. Hazards include lead-contaminated dust

and soil for target housing only. The Act defines target housing as any housing constructed before 1978, except any housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. Under the Act, the Navy is required to disclose the presence of known LBP and/or LBP hazards prior to the sale or transfer of property to a non-federal entity.

In 1998, the Navy conducted a LBP risk assessment for Alameda Point. The Navy found LBP hazards throughout the interior and exterior of all former housing units surveyed. Notice of the existence of LBP in the buildings subject to the LIFOC at Alameda Point was provided to the City in 2000 when the LIFOC was executed. The LIFOC transferred responsibility for LBP within the lease boundaries from the Navy to the City and required the City to comply with all applicable federal, state, and local laws.

The LIFOC also notified the City that (1) buildings and other painted structures in the leased premises potentially contained LBP, and (2) such buildings and structures were not suitable for occupancy for residential purposes until any inspections and abatement required by applicable law had been completed.

As noted previously, the property east of Main Street, including the former North Housing units located within the IR Site 25 area were not included in the LIFOC to the City. In 2010, the Navy conducted a LBP Evaluation of this housing area to support future transfer of the property ([ITSI 2010](#)). Based on X-ray fluorescence testing, approximately 74 percent of the units tested had at least one LBP component above U.S. EPA and/or California Department of Public Health (CDPH) lead based paint criteria. Dust wipe samples collected in six of the units had lead dust levels in quantities greater than U.S. EPA and/or California regulatory criteria. None of the soil samples were above either U.S. EPA or California Regulatory criteria. As no LBP soil hazard was identified, no further action with respect to soil was required based on LBP releases.

As noted in the previous section, the IR Site 30 property was formerly leased to the Alameda Unified School District. As educational facilities, the Woodside Child Development Center and Island High School were subject to LBP regulations.

As a condition of property transfer, the transferee(s) will be required to acknowledge receipt of the U.S. EPA-approved pamphlet, "Protect Your Family From Lead in Your Home," (EPA 747-K-94-001) and to agree that for any improvements on the property defined as target housing by Title X and constructed before 1978, LBP hazards will be abated or disclosed to future occupants before use of such improvements as a residential dwelling.

A notification will be provided by the Navy that all buildings at Alameda Point that were constructed prior to 1978 may contain LBP, and demolition of nonresidential buildings

constructed before 1978 poses the possibility that lead will be found in the soil as a result of these activities. As a condition of redevelopment, transferees may be required under applicable law or regulation to evaluate the soil adjacent to the nonresidential buildings for the hazards of lead in soil.

A restriction is required as discussed in [Section 5.4](#) to carry forward the appropriate LBP restrictions from the LIFOC and to implement restrictions for the FOST property east of Main Street.

4.5 Polychlorinated Biphenyls

DoD policy guidance for PCBs is based on the Toxic Substances Control Act regulations found in Title 40 of the *Code of Federal Regulations* Part 761. All Navy equipment at Alameda Point with oil or other dielectric fluids that contained PCBs had a PCB concentration of less than 40 parts per million; this equipment was transferred to the Alameda Bureau of Power and Light, currently known as the Alameda Municipal Power, in 2001.

4.6 Munitions and Explosives of Concern

Under the Munitions Response Program, the Navy conducted a search to address munitions and explosives of concern (MEC) and munitions constituents used or released at sites from past on-site activities.

In 1994, an Environmental Baseline Survey (EBS) was prepared and included a fence-to-fence inspection, a comprehensive document review, and personnel interviews to establish and document the history of MEC use, storage, and disposal at Alameda Point. The EBS did not identify any MEC use, storage, or disposal within the FOST Parcel ([ERM-West 1994](#)).

Ordnance was stored and used at Alameda Point throughout its history as a military installation. Ordnance storage included ship and aircraft weapons systems, combat force weapons, and small arms and ammunition used by base security personnel. The Navy has removed all stored ordnance from Alameda Point ([EFA-West 1999](#)). A Close-Out Explosives Safety Inspection was conducted March 4 to March 8, 2013 at Alameda Point, with research and off-site auditing conducted through September 2013. Based on inspection results, Alameda Point is in compliance with Termination of Potential Explosion Sites requirements of Naval Sea Systems Command Ordnance Pamphlet 05 ([NOSSA 2013](#)). Explosives safety quantity distance arcs for all potential explosion sites, not previously cancelled, at Alameda Point, are officially removed ([NOSSA 2014](#)). Department of Defense Explosives Safety Board approval for transfer is not required for the specific property within the FOST Parcel.

No further MEC investigation is required for this FOST Parcel, and no additional notices are required with respect to MEC.

4.7 Radiological Program

During the basewide EBS, the Navy reviewed on-site records and searched for additional information on known and potential uses of radiological materials at Alameda Point (ERM-West 1994). Radioactive materials are any materials that are radioactive, except for excluded radioactive materials as defined in Section 101(22) of CERCLA. Following this, a 1995 radiological survey and a subsequent Historical Radiological Assessment (HRA) were conducted by the Navy (Tetra Tech 2013).

The results of the HRA were presented as a two-volume set. Volume I addressed radioactivity associated with the Naval Nuclear Propulsion Program (PHNSY 2000). Volume II addressed radioactivity associated with general radioactive material (G-RAM), which, for the purposes of the HRA, is defined as any radioactive material used by the Navy or Navy contractors not associated with the Naval Nuclear Propulsion Program (Weston 2007). The two volumes were written by different organizations and published separately because G-RAM and the Naval Nuclear Propulsion Program are managed by different Naval Sea Systems Command offices.

4.7.1 Naval Nuclear Propulsion Program

Historically, nuclear-powered ships used NAS Alameda port facilities. Volume I of the HRA presents the Navy's investigation of radioactivity associated with the Naval Nuclear Propulsion Program at former NAS Alameda (PHNSY 2000). The HRA assessed the impact on the environment from nuclear-powered ship maintenance, overhaul, and refueling. The HRA concluded that the berthing and maintenance of nuclear-powered ships at NAS Alameda from 1956 to 1997 resulted in no adverse effects on human health or the environment. As noted in the submittal letter for the Final HRA Volume I; U.S. EPA was satisfied with the HRA draft and no further response was required, and DTSC had no comments (Navy 2000). Volume I of the HRA also concluded that an independent review conducted by U.S. EPA was consistent with findings presented in the Navy report (EFA-West 1999).

No notices or restrictions are required regarding the Naval Nuclear Propulsion Program.

4.7.2 General Radioactive Material

Alameda Point used and stored G-RAM during past base operations. The Volume II HRA designated historical use sites as either radiologically "impacted" or "non-impacted." The HRA defined a site as "impacted" when the site "has or historically had a potential for G-RAM contamination based on the site operating history or known contamination detected during previous radiation surveys." Therefore, an "impacted" site designation identified a site as having a possibility for contamination based on historical records. Impacted sites include those where: radioactive materials were used or stored; known spills, discharges, or other instances involving

radioactive materials have occurred; or where radioactive materials might have been disposed of or buried ([Weston 2007](#)).

Of 685 potential G-RAM sites at Alameda Point, the HRA historical review of records indicated that 23 of the 685 sites are designated as potentially radiologically “impacted.” Of these impacted sites, two – IR Site 17 and a small portion of the former Smelter Area located in IR Site 3 – are located within the FOST Parcel ([Table 7](#)). The radiological site locations and status of each site within the FOST Parcel are shown on [Figure 11](#).

At IR Site 17, remedial action for the sediments in the northeast and northwest corners began in January 2011 and was completed in 2013. The Final RACR documents that the CERCLA remedial action objectives have been achieved and that IR Site 17 does not pose a risk to human health or the environment under current or proposed future use ([TtECI 2014](#)). Due to potential residual Ra-226 activity associated with the sediment and any items within it, an ESD and LUC RD were prepared to add an IC to the IR Site 17 remedy. The IR Site 17 ESD ([Navy 2016b](#)) and LUC RD ([Navy 2016c](#)) present the IC prohibiting future dredging and/or removal of sediments in Seaplane Lagoon unless performed subject to an approved SedMP.

The Former Smelter Area is a 40,000-square-foot area east of Building 66. Much of the area is occupied by Buildings 398 and 399 and support equipment. A small portion (approximately 16 percent) of the 26,200-square-foot Former Smelter Area east of Building 66 is located in the FOST Parcel in the western portion of IR Site 3. The remaining 84 percent of the Former Smelter Area is adjacent to the FOST Parcel. The HRA ([Weston 2007](#)) identified the possibility that radium components were melted down at the smelter, along with other metal components when the previous smelter was in operation. A radiological survey was conducted and no radioactive activity above background was detected ([ChaduxTt 2012b](#)). The Former Smelter Area is suitable for unrestricted reuse and is discussed in detail in [Section 6.2.9](#).

Outfalls F and FF, which discharge into Seaplane Lagoon, were associated with radiologically impacted storm drain lines. Prior to remedial action in Seaplane Lagoon, Storm Drain Lines F and FF were removed and replaced. Outfalls F and FF were removed and replaced between January 2011 and August 2011 prior to remediation of the northwestern area of IR Site 17.

Two potentially radiologically impacted areas, the Seaplane Ramp and Parking Apron area and Pier 3, are adjacent to the FOST Parcel. The seaplane ramps are cantilevered structures appurtenant to the adjacent land, but sediment beneath the ramps is part of Seaplane Lagoon and part of the FOST Parcel. Pier 3 is appurtenant to the adjacent land, but sediment beneath the Pier is part of Site 24 which is part of the FOST Parcel. The Seaplane Ramp and Parking Apron area and Pier 3 are discussed in [Section 6.2.9](#). Radiologically impacted sites adjacent to the FOST Parcel are shown on [Figure 11](#) and are described in [Section 6.2.9](#).

4.8 Pesticides

The FOST Parcel may contain residue from pesticides that have been applied in the management of the property. The Navy knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Title 7 U.S.C. § 136, et seq., its implementing regulations, and according to the labeling provided with such substances. It is the Navy's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, Title 42 U.S.C. § 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.

4.9 Other Areas Investigated/Issues

No other locations of concern were identified in areas not within IR Site boundaries.

5.0 Summary of Restrictions

This section summarizes the restrictions associated with the FOST Parcel proposed for transfer related to CERCLA/RCRA sites, petroleum products and derivatives, ACM, and LBP. These restrictions on certain activities ensure that post-transfer use of the FOST Parcel is consistent with protection of human health and the environment.

5.1 CERCLA

As detailed in the following subsections, ICs will be implemented to prevent exposures to COCs in soil and groundwater on the FOST Parcel. ICs will be included in the deed between the Navy and the property recipient and in Covenants(s) to Restrict Use of Property between the DTSC and the Navy to limit exposure to contaminated soil and groundwater. The CERCLA ICs will be implemented in accordance with remedial design documents for CERCLA sites where the remedy includes land use restrictions.

5.1.1 CERCLA Sites with Remedial Action Complete

The sites with Response Complete, NFA include: IR Sites 24, 30, and 34; these sites are unrestricted. AOCs 1 and 6 were designated NFA and are also unrestricted. ICs are required in one or more areas within IR Sites 3, 16, 17, and 25. The ICs include legal controls that minimize the potential for human exposure. ICs associated with the IR Sites are described below. [Figure 5](#) shows the approximate boundaries of these restrictions. Final IC boundaries will be applied from the Final LUC RDs, as appropriate.

5.1.1.1 IR Site 3 (OU-2B)

ICs will be implemented for the cobalt-impacted soil area at IR Site 3. The LUC performance objective is to minimize the potential for exposure to cobalt-impacted soil at IR Site 3 that may result in risks to human health if no controls are implemented. Additional detail regarding implementation of the ICs is presented in the OU-2B LUC RD (Navy 2015c). ICs would be maintained until COC concentrations in the soil are at levels that allow unrestricted use and unlimited exposure.

The ROD for OU-2B documents the groundwater ICs to be implemented for the adjacent OU-2B groundwater plume. A portion of the IC buffer zone extends into IR Site 3 (see Figure 5). The groundwater underlying IR Site 3 is not within the OU-2B plume (i.e., groundwater concentrations at IR Site 3 do not exceed OU-2B RGs), but the ROD specifies the same ICs in the buffer area as within the plume (Navy 2015a). The specific ICs for the OU-2B groundwater ARIC, which includes the portion of IR Site 3 within the buffer area are detailed in the LUC RD (Navy 2015c).

5.1.1.2 IR Site 16 (OU-1)

The IR Site 16 ESD for groundwater identified two areas that require ICs to be protective of human health (Navy 2015d). The LUC RD (Navy 2016a) will implement restrictions within the areas requiring ICs identified for IR Site 16 on Figure 5.

5.1.1.3 IR Site 17 (OU-4B)

The area requiring IC restrictions is the entire Seaplane Lagoon and these will be maintained indefinitely. The LUC performance objective is to minimize exposure to post-remediation residual Ra-226 activity in sediment should a future property owner dredge Seaplane Lagoon. Ra-226 residual activity is related to the post-remediation Ra-226 activity in the sediment itself (maximum of 4.18 picocuries per gram in confirmation sampling) and the potential for residual Ra-226 activity due to discrete items with radiological activity in the sediment (currently no known items). Additional detail regarding implementation of the ICs is presented in the LUC RD (Navy 2016c).

5.1.1.4 IR Site 25 (OU-5)

The ICs and land use restrictions apply throughout IR Site 25 and will be maintained indefinitely unless PAH concentrations in soil are reduced or subsequently determined to not exceed levels that allow for unrestricted site use and exposure. Specific ICs will be implemented in the LUC RD (Navy 2009a).

5.1.2 Marsh Crust

The Final Marsh Crust RAP/ROD (Navy 2001) was signed in February 2001. The Marsh Crust RAP/ROD identifies restrictions on excavations within all of the upland FOST Parcel (see Figure 5).

For the areas shown on Figure 5, excavation within the Marsh Crust and former subtidal area is prohibited, unless proper precautions are taken to protect worker health and safety and to ensure that excavated material is disposed of properly. This prohibition will be implemented with a three-tiered approach following transfer of the land from the Navy to the transferee(s): 1) a land use covenant will be executed between DTSC and the transferee(s); 2) an environmental restriction will be included in the deed; and 3) enforcement of the existing City of Alameda Excavation Ordinance Number 2824 (Navy 2001). The Navy, City, and DTSC will all have enforcement authority for the Marsh Crust restrictions.

5.2 Petroleum Products and Derivatives

Although the Navy intends to obtain regulatory closure for all sites under the Petroleum Program, the FOST Parcel will likely be transferred before the Navy obtains regulatory closure for some petroleum sites. The Navy shall retain responsibility for obtaining regulatory closure, including required investigation, remediation, and reporting, for these open sites after the transfer. Transfer while petroleum remediation is ongoing is allowable under CERCLA because Section 101(14) excludes crude oil and fractions of crude oil from the definition of hazardous substance, including the hazardous substances such as benzene that are constituents of those petroleum substances. The Navy will fulfill its petroleum remediation obligation either by completing regulatory closure under Navy direction or by negotiating an agreement with the transferee to complete these actions on behalf of the Navy.

Based on current environmental conditions, some petroleum-impacted areas of the FOST Parcel cannot support unrestricted use due to potentially unacceptable human health risk from residual petroleum contamination in soil and/or groundwater. In addition, after property transfer the presence of residual petroleum in some areas of the FOST Parcel west of Main Street will require implementation of procedures for proper handling and disposal of any potentially contaminated soil or groundwater encountered during construction or removal from the site. Accordingly, land use or activity restrictions relating to the presence of residual petroleum contamination will be necessary. The restrictions for former AST 330A include a land use restriction stating that residential land use is prohibited to protect public health, safety, or the environment; no grading, excavation, or subsurface activities without a soil management plan, and notification to the Water Board of a change in land use. There are no petroleum restrictions related to the portions of FOST Parcel east of Main Street.

Federal quitclaim deed(s) for transfer of property that include petroleum sites closed subject to restrictions will contain a notice stating that the property has been investigated and remediated, but contains residual petroleum contamination, and the property will be the subject of a recorded covenant between the City and the Water Board that identifies the conditions and requirements necessary to protect human health, safety and the environment (“Covenant”). The Covenant will be executed and recorded immediately following conveyance of the property by the Navy to the City. A footprint of sites to which the Covenant shall apply shall be identified on a map to be approved by the Water Board and attached to the Covenant. Property that includes such restricted closed petroleum sites will be enrolled in the City of Alameda Land-Use Restriction Tracking and Site Management Plan Program (“City Program”). Any work conducted on the property that involves soil excavation, trenching, or groundwater contact shall be conducted in accordance with the Covenant and the City Program.

Federal quitclaim deed(s) for transfer of property that include open petroleum sites will contain a notice saying that the property has not been remediated to the satisfaction of the Water Board, or has not been investigated to the satisfaction of the Water Board to determine whether corrective action is appropriate. The property will be enrolled in the City Program discussed above, and any work conducted on the property that involves soil excavation, trenching, or groundwater contact shall be conducted pursuant to a Site Management Plan that is acceptable to the Water Board, and in accordance with the City Program. However, such regulatory closure remains the Navy’s responsibility and will be obtained at Navy direction or by negotiating an agreement with the transferee to complete these actions on behalf of the Navy.

5.3 Asbestos-Containing Material

The deed will contain a restriction that the transferee covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos hazards before abatement of such hazards. In connection with its use and occupancy of the FOST Parcel, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state, and local laws relating to asbestos and ACM.

In the event that friable, accessible, or damaged asbestos is discovered by the transferee, access, use, or occupancy is prohibited until either: 1) any necessary ACM abatement has been completed; or 2) the building is demolished by the transferee in accordance with all applicable federal, state, and local laws and other requirements relating to asbestos or ACM. Until abatement or demolition is complete, the transferee must manage the ACM in accordance with all applicable federal, state, and local laws and requirements.

5.4 Lead-Based Paint

The deed will contain a restriction that the transferee covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, in its use and occupancy of the property, including, but not limited to, demolition of buildings, structures, and facilities, and identification and evaluation of any LBP hazards, the transferee shall be responsible for managing LBP and LBP hazards in accordance with applicable federal, state, and local laws, and other requirements relating to LBP and LBP hazards. Further, the transferee, its successors and assigns will prohibit residential occupancy and use of buildings and structures, or portions thereof, prior to identification and/or evaluation of any LBP hazards, and abatement of any hazards identified as required.

6.0 Adjacent Properties

CERCLA and Petroleum Program sites located immediately adjacent to the FOST Parcel that could affect the FOST Parcel are discussed in [Sections 6.1](#) and [6.2](#). Environmental programs at Alameda Point have progressed to the point where characterization of the extent of contamination is generally complete and the CERCLA and petroleum site boundaries have been established to conservatively encompass all known contamination as well as any anticipated migration. As a result, these boundaries may be generally relied upon to determine if the FOST Parcel is impacted by adjacent sites simply by determining if the site boundaries overlap into the FOST Parcel. A review of CERCLA and Petroleum Program sites adjacent to the FOST Parcel shows that none of the adjacent sites is a potential source of contamination to the FOST Parcel, as further discussed below.

6.1 EnviroStor and GeoTracker Listed Sites

The DTSC EnviroStor and Water Board GeoTracker databases were reviewed to determine if any sites exist beyond the Alameda Point property boundary that could affect the FOST Parcel. Sites within approximately a 1 mile radius of the FOST Parcel boundaries were identified from the EnviroStor and GeoTracker databases. This section summarizes the evaluation of such sites.

Because of the size of Alameda Point, the majority of environmental sites adjacent to the FOST Parcel are associated with past Navy releases, and thus the Navy has the necessary information available to assess potential risks posed by these sites ([Section 6.2](#)). To identify adjacent environmental sites outside of Navy control, the DTSC EnviroStor and Water Board GeoTracker databases were reviewed to determine if any of these types of sites could affect the FOST Parcel. Sites within approximately a 1 mile radius of the FOST Parcel boundaries were identified from the EnviroStor and GeoTracker databases. Several properties to the north of former NAS Alameda fell within this radius, but these properties were located on the other side of the

Oakland Inner Harbor and are not discussed in this section because of the limited potential for soil or groundwater contamination from these sites to impact the FOST Parcel.

One non-Navy site, Trident Management, was identified based on EnviroStor records. Trident Management is adjacent to IR Site 17 on the east, and within 500 feet of IR Sites 16 and 3 to the west of the FOST Parcel on former Navy property that transferred to the City in 2013. Trident Management is listed as an inactive Tiered Permit holder. EnviroStor does not list any leaks, spills, or permit violations for the Trident Management site, so the potential for it to impact the FOST Parcel is low.

The GeoTracker database lists a total of 52 non-Navy, environmental sites on the Alameda Peninsula that are within approximately 1 mile of either IR Sites 3, 16, 25, or 30. Four of those sites are currently operating, permitted USTs associated with an either an ongoing UST investigation or a closed UST site. There are 11 release sites under current regulatory oversight; the rest have received regulatory closure and are not likely to impact the FOST Parcel, so they are not discussed below.

Four of the open sites are not related to petroleum releases; these include: Cross Alameda Trail, Searway Property, Stewart Court Property and Marina Village Cleaners.

The Cross Alameda Trail property is a recently identified former railroad corridor along the south side of the Ralph Appezato Memorial Parkway that terminates at Main Street, adjacent to IR Site 3. The chemicals of potential concern (COPCs) include arsenic, lead, PAHs, and TPH. Investigations are ongoing; however, the site is not likely to impact the FOST Parcel because COPCs are in soil and not likely to migrate.

The Searway Property is located east of the FOST Parcel approximately 3,000 to 4,000 feet from IR Sites 3, 16, 25, and 30. A dry cleaner operated at the facility from the 1940s until 1979. According to the GeoTracker database, “Subsurface investigations detected elevated concentrations of total petroleum hydrocarbons as Stoddard Solvent in soil and groundwater. Sub-slab vapor sampling detected elevated concentrations of VOCs. A sub-slab depressurization system currently operates beneath the building slab to mitigate potential risks from VOCs beneath the building. VOC concentrations appear to be decreasing over time.” Remediation activities are ongoing. The Searway Property site is located over a half-mile from the FOST Parcel in a cross gradient direction, so it is not likely to impact the FOST Parcel.

The Stewart Court Property is approximately 3,000 to 5,000 feet from IR Sites 3, 16, 25, and 30. According to the GeoTracker database, “A machine shop was operated on the property starting in 1927, and elevated petroleum hydrocarbons were found in soil.” Groundwater flow direction in the vicinity is not defined; however, it likely flows toward Oakland Inner Harbor, and away

from the FOST Parcel. Based on its distance from the FOST Parcel and the likely direction of groundwater flow, the site is not likely to impact the FOST Parcel.

The Marina Village Cleaners Property is approximately 3,000 feet east from IR Sites 25 and 30. A dry cleaner has operated at the facility since 1990, using PCE. Low levels of PCE and breakdown products (TCE, DCE, and vinyl chloride) were detected during a 1998 investigation. The groundwater flow direction is identified as north-northwest, and based on its distance from the FOST Parcel and the direction of groundwater flow, the site is unlikely to impact the FOST Parcel.

The seven remaining sites are open petroleum sites: Alameda Gateway Limited; Chevron #21-1663/Mariner Boat Yard; Delong Oil; Unocal #0843; Shell #13-5032; Olympian #112; and a private residence. Alameda Gateway Limited UST, is approximately 300 feet to the west of IR Sites 25 and 30. The groundwater flow direction is likely to the north, away from the IR Sites, so it is not likely to impact the FOST Parcel. Chevron #21-1663/Mariner Boat Yard; Delong Oil; Unocal #0843; Shell #13-5032 are within approximately 3,000 to 5,000 feet of IR Sites 3, 16, 25, and 30; these sites are not likely to impact the FOST Parcel as groundwater flow direction is identified as North-Northwest, which is not in the direction of the FOST Parcel. The Olympian #112 and the private residence are also not likely to impact the FOST Parcel as groundwater likely flows towards San Francisco Bay and away from IR Sites 3, 16, 25, and 30.

The GeoTracker database lists four closed UST sites east of Main Street, approximately 300 feet to the west of IR Sites 25 and 30. The Encinal High School leaking UST site was closed in 1994. It is not expected to impact the FOST Parcel based on the likely direction of groundwater flow. The two City sites are not expected to impact the FOST Parcel due to their distance from the FOST Parcel, the likely direction of groundwater flow, and their closed status.

Two sites including eight USTs, USTs 13-1 through 13-5 and USTs 173-1 through 173-3, are part of Former NAS Alameda. Site closure letters were issued by the Water Board for USTs 13-1 through 13-5 in 2001, and USTs 173-1, -2, and -3 in 2014. The USTs are located west of Main Street, but outside of the FOST Parcel. These two sites with eight USTs are not expected to impact the FOST Parcel.

6.2 Former NAS Alameda and FISCA Adjacent Property

Sites located on Alameda Point or FISCA situated adjacent to the FOST Parcel that are undergoing evaluation or remedial action are discussed below. No impact is anticipated to the FOST Parcel from these adjacent sites. Storm drain corridors in adjacent property have been investigated under the CERCLA program. The storm drain corridors have been determined to not impact the FOST Parcel.

6.2.1 IR Site 4 (OU-2B)

IR Site 4 is located south of IR Site 3 and covers approximately 22.7 acres within OU-2B. About 65 percent of the site is covered with asphalt and concrete in the form of buildings, roads, and parking lots. IR Site 4 includes Building 360, which was used for aircraft engine and airframe overhaul. Multiple process shops performed sandblasting, cleaning, painting, welding, plating, repairs to various aircraft components, and non-destructive testing. The ROD identified hexavalent chromium, pesticides, and PCBs as COCs in soil (Navy 2015a). COCs identified in groundwater at OU-2B were TCE and vinyl chloride. ICs will be implemented at OU-2B to restrict groundwater use and land use without VI mitigation measures. As discussed in Sections 4.1.1 and 5.1.1.1, the 100-foot IC buffer for the OU-2B groundwater plume beneath IR Site 4 impinges on the FOST Parcel (Figure 5) (Navy 2015a), but it does not impact the suitability to transfer.

6.2.2 IR Site 11 (OU-2B)

IR Site 11 covers approximately 5.4 acres within OU-2B. The site and its surrounding area are heavily developed with asphalt, concrete, buildings, roads, and parking lots covering approximately 95 percent of the site. IR Site 11 includes Building 14, an engine test cell, constructed in 1940 and operated as an aircraft testing and repair facility. Based on more recent data, the OU-2B ROD revised the FS and Proposed Plan findings for IR Site 11 documenting no actions for soil at IR Site 11 (Navy 2015a). COCs identified in groundwater at OU-2B were TCE and vinyl chloride. ICs will be implemented at OU-2B to restrict groundwater use and land use without VI mitigation measures. The site is not expected to impact the FOST Parcel.

6.2.3 IR Site 21 (OU-2B)

IR Site 21 is located south of IR Site 3 and east of IR Site 17. It is about 5.1 acres in size and located within OU-2B. The site and its surrounding area are heavily developed. About half of IR Site 21 is covered with asphalt and concrete, and includes buildings, roads, and parking lots. IR Site 21 includes Building 162, which was constructed in 1945 as a ship and aircraft maintenance shop. No COCs were identified in IR Site 21 soil in the RI (Navy 2015a). The COCs in groundwater at OU-2B were TCE and vinyl chloride. ICs will be implemented at OU-2B to restrict groundwater use and land use without VI mitigation measures. This site is not expected to impact the FOST Parcel.

6.2.4 IR Site 23 (OU-2A)

IR Site 23 is located north of IR Site 16 and covers approximately 14 acres in the southern half of OU-2A. Between 1953 and the early 1970s, portions of the site were used for airplane defueling activities. The main structure at IR Site 23 is Building 530, constructed in 1973 for missile rework operations. Operational support functions were provided at Buildings 529 and

600, two smaller adjacent buildings. The site is currently used for vehicle storage and parking. Historically, the Pacific Coast Oil Works Company petroleum refinery operated within the site from 1879 until 1903. No refinery structures remain within IR Site 23. It is assumed that refinery wastes and asphaltic residues, known as tarry refinery wastes, were disposed at IR Site 23 and the surrounding tidal lands. A portion of IR Site 23 includes areas where the Marsh Crust is known to exist, and these areas are subject to the excavation restrictions known as the Marsh Crust Ordinance, which limits the extent of excavations to designated threshold depths ([Navy 2012c](#)) (see [Section 5.1.2](#) for a discussion of the Marsh Crust).

Three ASTs (ASTs 530A through 530C) have been removed from the site. There are no USTs associated with the site. The three former ASTs, along with two OWSs (529 and 530), were formerly associated with defueling activities that were performed at Building 530. Navy Public Works pressure-washed the OWSs and sealed the surface access ways prior to base closure. AST 530A and OWS 530 were closed to further investigation by the Water Board in March 2015 ([Water Board 2015b, 2015c](#)). A May 2015 memorandum removed OWS 529 from the Petroleum Program ([Water Board 2015e](#)). The greater area associated with defueling activities will be investigated under the Alameda Point Petroleum Program, including ASTs 530B and 530C. There were no CERCLA COCs identified in IR Site 23 soil or groundwater ([Navy 2012c](#)). The site has progressed through the CERCLA process and no actions were required ([Navy 2012c](#)). The site was transferred in 2013 to the City. The site is not expected to impact the FOST Parcel.

The Water Board retains its authority, independent of CERCLA, to regulate tarry refinery waste and/or co-located petroleum at IR Site 23.

6.2.5 IR Site 27 (OU-6)

IR Site 27, the Dock Zone, is located southeast of IR Site 17 and northeast of IR Site 24; it is 15.8 acres in size. IR Site 27 is mostly paved or covered by buildings. The site includes Buildings 68, 168, 555, and 601; Ferry Point Road and West Oriskany Avenue; inactive railroad tracks and sidings; and fenced open space between Building 168 and Ferry Point Road.

The ROD documented that NFA was necessary for soil with ISCO, MNA, and ICs as components of the selected remedy for groundwater in the central and eastern portion of IR Site 27 ([Navy 2008a](#)). A Technology Transfer Technical Memorandum ([Battelle 2010c](#)) documents the Remedy-In-Place for IR Site 27. Based on the documented remedial action progress, the U.S. EPA has determined that the remedy is operating properly and successfully ([U.S. EPA 2012a](#)). The site has progressed through the CERCLA process. The site was transferred in 2013 to the City. This site is not expected to impact the FOST Parcel.

6.2.6 IR Site 31 (OU-5)

IR Site 31, Marina Village Housing, was designated as an IR site because groundwater beneath the site was impacted by the OU-5/IR-02 groundwater plume. A series of environmental investigations were conducted at IR Site 31 between 1987 and 2005 to assess potential sources of contamination. No enforcement activities have occurred in association with IR Site 31, and there are no former RCRA units at the site. A NFA determination for the OU-5/IR-02 groundwater plume was documented in the OU-5/IR-02 ROD Amendment (Navy 2015b). The OU-5/IR-02 groundwater plume and subsequent decision documents and risk assessments are discussed in more detail in Section 4.1.5. The IR Site 31 Soil RI evaluated soil data collected during the RI and data from previous investigations (CDM 2007). The RI recommended NFA for IR Site 31 soil, and the NFA decision was documented in a ROD in 2008 (Navy 2008b). The site transferred to the United States Coast Guard in 2008 and is currently used as military housing. The site has progressed through the CERCLA process and remedial actions have been completed. This site is not expected to impact the FOST Parcel.

6.2.7 IR Site 35

IR Site 35 is composed of 23 study areas, known as AOCs that are located throughout Alameda Point. Between 1995 and 1997, a TCRA for storm sewer sediment removal was completed by the Navy (IT 1997). A portion of this work occurred within IR Site 35. In 2001, a NTCRA was conducted in AOC 12 to remove lead-containing soil (Shaw E&I 2003). In 2002, a TCRA was conducted for soil with reported benzo(a)pyrene equivalent concentrations that exceeded 1.0 milligram per kilogram (mg/kg) in the top 2 feet of soil in the West Housing Area (IR Site 35, AOCs 4, 5, 7, 9, 13, and 14) (FWC 2004). In 2002, a TCRA was conducted at Building 195 to remove a pesticide/fertilizer shed in AOC 8 (Shaw E&I 2004). These interim actions were documented in the ROD (Navy 2010a) as being protective of unrestricted site use. The ROD selected excavation and disposal remedies for AOCs 3, 10, and 12, and documented that the other 20 AOCs required no further action for unrestricted use.

The RACR documents the remedial actions completed to remove heptachlor from AOC 3 and lead-impacted soil from AOCs 10 and 12 in IR Site 35 between March and June 2011 (OTIE 2012). U.S. EPA concurred with the Final RACR on August 27, 2012 (U.S. EPA 2012b) and DTSC also concurred on September 6, 2012 (DTSC 2012b). The site has progressed through the CERCLA process and remedial actions have been completed. Portions of the site were transferred in 2013 to the City. This site is not expected to impact the FOST Parcel.

6.2.8 FISCA IR Site 02

FISCA IR Site 2 is located adjacent to IR Sites 25 and 30 to the southeast of the FOST Parcel. The site was used as a screening lot and scrap yard operated by the Defense Reutilization and Marketing Office (DRMO). The DRMO sorted excess property from the DoD for resale or

proper disposal. The site was designated as SWMU 1 under the FISCA RCRA permit because of hazardous waste storage associated with DRMO activities. Former SWMU 1 was transferred to the FISCA IR Program for investigation and closure under CERCLA. Groundwater underlying the site was investigated as the OU-5/IR-02 groundwater plume because the groundwater contamination impacted both Alameda Point and FISCA. A NFA determination for the OU-5/IR-02 groundwater plume was documented in the OU-5/IR-02 ROD Amendment ([Navy 2015b](#)). The OU-5/IR-02 groundwater plume and subsequent decision documents and risk assessments are discussed in more detail in [Section 4.1.5](#).

Shallow soil within FISCA IR Site 2 had been impacted by the DRMO activities ([PRCEMI & Versar 1996](#)). The shallow soil contaminants related to DRMO activities included PCBs, TPH, cadmium, and lead. The site is also underlain by the Marsh Crust contamination discussed in [Sections 4.1](#) and [5.1.2](#).

The DRMO-related soil contamination at FISCA IR Site 2 was addressed by two removal actions and one remedial action. The first removal action was conducted to excavate PCB- and lead-contaminated soil located near former Buildings 365 and 366. A second removal action occurred in 1998 in the south central portion of FISCA IR Site 2 to remove additional PCB-contaminated soil. In 2001, a remedial action was conducted to remove PCB- and cadmium-contaminated soil from both the planned residential area (western one-third of the property) and the planned industrial area (eastern two-thirds of the property). Soil contaminated with PCBs and cadmium in excess of residential levels (1 mg/kg and 12 mg/kg, respectively), and industrial levels (10 mg/kg and 450 mg/kg, respectively) were removed from the future residential and industrial areas. The excavated soils were disposed of at an off-site disposal facility. The work was performed pursuant to a RAP/ROD, which included ICs to restrict future residential development of the planned industrial portion of FISCA IR Site 2 ([Navy 2001](#)).

Although groundwater contamination originating from this site may have impacted the FOST Parcel in the past, the site has progressed through the CERCLA process and remedial actions have been completed. The potential for this site to impact the FOST Parcel is considered low.

6.2.9 Radiological Sites

Several radiological sites are located adjacent to the FOST Parcel (see [Figure 11](#)). As discussed below, no adjacent radiological sites will impact the FOST Parcel.

Seaplane Ramp and Parking Apron. The Seaplane Ramp and Parking Apron are included in the HRA ([Weston 2007](#)). HRA Section 6.2.15 states: “It was suspected that workers in Building 400 might have spilled radium paint waste that was being carried from the building to Seaplane Lagoon. The 1998 100 percent gamma survey of the ramp and parking area yielded no radioactive anomalies.” The Parking Apron area is adjacent to the FOST Parcel. The seaplane

ramps are cantilevered structures associated with the adjacent apron. Sediment beneath the ramps is part of Seaplane Lagoon and part of the FOST Parcel and this is further described in [Section 4.7.2](#).

The Seaplane Parking Apron, which is a paved area, has been used as a processing area for various Navy radiological projects since 2008. In accordance with the work plans for those projects, the apron has been radiologically surveyed before and after each project prior to down posting of the area at the end of the project. To date, the last project that used the apron was the IR Site 17 Seaplane Lagoon remediation. The area has since been down posted for unrestricted use.

In January 2011, the entire Seaplane Parking Apron was incorporated into the Radiological Controlled Area in support of the IR Site 17 (Seaplane Lagoon) remedial action. As part of the Navy's work plan, drying pads were built over the eastern and western portions of the Parking Apron. The eastern Parking Apron was used for the adjacent remediation area in the northeastern corner of Seaplane Lagoon. While discreet sources of radioactive materials were found in the sediment from the northeast remediation area, no loose sediment contamination was found. After the northeast remediation area dredging, sediment drying and radiological processing of the sediment were completed. The Navy removed the drying pad on the east side of the Parking Apron and conducted radiological surveys in accordance with the remedial action work plan. No evidence of residual radioactivity from Navy activities was found on the eastern Parking Apron and no further action was required. The eastern portion of the Parking Apron was transferred in 2013.

The western Parking Apron was used for the adjacent remediation area in the northwestern corner of Seaplane Lagoon. Following completion of the remediation in the northwest remediation area of Seaplane Lagoon, the western portion of the apron was used as a radiological processing area for OU 2C soil and sediment. Following completion of this project, the Navy removed the drying pad and associated processing pads on the west side of the Parking Apron and conducted radiological surveys between 2014 and 2015 in accordance with the Seaplane Lagoon remedial action work plan. No evidence of residual radioactivity from Navy activities was found on the western Parking Apron and the area was down posted for unrestricted use.

Seaplane Lagoon Shoreline. A scoping survey was conducted along the entire western Seaplane Lagoon shoreline. An overall shoreline distance of approximately 1,575 feet was surveyed. A scoping survey was also conducted along the eastern shoreline to the north and south of Outfall G, approximately 100 feet in either direction. The surveyed areas were selected based on the Naval Air Rework Facility historical activities, potential radiological sources, and data collected to date. No elevated readings were identified as a result of the surveys on the eastern shoreline ([TtECI 2011](#)).

On the western shoreline, three discrete items were discovered and removed. The first item was a wire found in two pieces. The second item was a radioluminescent compass, which was found on the surface broken into three pieces with each piece spaced approximately 15 feet apart from the other pieces. The third item discovered was a radioluminescent toggle switch. After removing each of the items, 1 cubic foot of soil was removed from each of the locations where the items were found and confirmation samples were collected. None of the confirmation sample results were above the release criterion for any radionuclides of concern (TtECI 2011). No other elevated readings were identified as a result of the surveys on the western shoreline.

Pier 3. Pier 3 was the largest pier at Alameda Point for general purpose berthing of Navy vessels. At Pier 3, an area of radiological contamination was detected, possibly due to a strontium-90 deck marker that was crushed by the pier crane. The Navy removed and replaced the 9 feet of contaminated tracks, asphalt, and concrete. A Navy contractor surveyed the area and recommended release for unrestricted use (Gutierrez-Palmenberg 1996). A subsequent survey was conducted in 2011. The Pier 3 Final Status Survey Report (Tetra Tech 2013) determined that only background levels of radioactivity are present and recommended that no action is warranted at the radiologically impacted area on Pier 3. This confirms the free-release determination done in 1996, but the more recent survey used lower release criteria (Tetra Tech 2013). The Final Status Survey Report recommended no further action for the area and was finalized in accordance with FFA document review procedures.

Building 66. Building 66 is a 31,000-square-foot single-story structure that was used for aircraft engine work and engine accessory testing. Activities included work on spark gap irradiators that contained radioactive materials and possible decontamination and overhaul of contaminated aircraft engines (ChaduxTt 2012a). Based on the recommendation of the HRA (Weston 2007), a survey was performed to confirm that the building is free of radioactive materials associated with historical Navy activities and Building 66 is suitable for unrestricted use (ChaduxTt 2012a).

Former Smelter Area. The Former Smelter Area (FSA) is a 40,000-square-foot area east of Building 66. Much of the area identified as the smelter is occupied by new Buildings 398 and 399 and support equipment. The Former Smelter Area is a 26,200-square-foot area east of Building 66 where a former smelter building previously existed. The Former Smelter Area is now occupied by Buildings 398 and 399 and associated support equipment. A small portion (approximately 16 percent, or 4,200 square feet) of the Former Smelter Area is located in IR Site 3 within the FOST Parcel (see Section 4.7.2.) while the remaining 84 percent (22,000 square feet) is adjacent to the FOST Parcel. The HRA (Weston 2007) identified the possibility that radium components were melted down at the smelter, along with other metal components when the previous smelter was in operation.

A scoping survey was performed to evaluate whether radionuclides of concern were present in accessible areas and to provide information to assist in assessing whether the site was impacted or non-impacted and to identify future actions, if necessary (ChaduxTt 2012b). The results of the scoping survey did not identify any radioactivity in soil or the concrete pad above background levels or that can be associated with the Navy's former smelter operations. Therefore, the site is suitable for unrestricted use (ChaduxTt 2012b) and will not impact the FOST Parcel.

Building 113. Building 113 is a 12,260-square-foot sheet metal and steel structure initially built in 1943 and moved to its current location in 1948. The HRA (Weston 2007) identified the possibility that Building 113 was one of three possible areas for disassembly and decontamination of aircraft that supported nuclear weapons testing in 1951. A final status survey was performed to confirm the building was free of radioactive materials associated with historical Navy activities (ChaduxTt 2012c). The results of the final status survey did not identify any radioactivity in the building above background levels or that can be associated with the Navy's former operations; therefore, the site is suitable for unrestricted use (ChaduxTt 2012c).

IR Sites 5 and 10. A TCRA was conducted for IR Sites 5 and 10. The TCRA involved the removal of storm drain lines F and FF that originate in Buildings 5 and 400 and discharged to Seaplane Lagoon (TtECI 2011). The removal action was based on an operational history described in the HRA that determined discharge from these storm drain lines contained radioactive contamination and required a response action. The removal action occurred between 2008 and 2011.

6.2.10 Petroleum Sites

Several petroleum sites are located adjacent to the FOST Parcel and are further discussed below.

AOC 23. This site is located west of IR Site 3 and consists of petroleum site AOC 23 and a 1,2-dichloroethane plume. The Water Board concurred site investigations and corrective actions were complete, and NFA was granted for AOC 23 by letter dated November 30, 2012 (Water Board 2012c). The FOST Parcel is not expected to be impacted by any releases from the site. This site is in an area that transferred to the City in 2013.

CAA-A. This site (both within and adjacent to IR Site 34) consists of the area around parallel 10-inch FLs used to transport jet fuel. The site was closed with concurrence from the Water Board in 2007 (Water Board 2007) and without restrictions. The FOST Parcel is not expected to be impacted by any releases from the site. A portion of CAA-A is in an area that transferred to the City in 2013.

CAA-B. This site consists of the area around three east–west, parallel FLs used to transport jet fuel, with multiple crossing FLs (about 22,500 feet) that link a series of fueling pits within portions of IR Site 35. The FLs were abandoned in place in 1998 ([Battelle 2010b](#)). The site is adjacent to the FOST Parcel to the north of Seaplane Lagoon. The residual TPH is not expected to impact the FOST Parcel.

CAA-04B. This site consists of the area around Building 372 that was used as an engine test facility. It includes USTs 372-1 and 372-2 and an associated fuel spill called AOC 372 or SWMU 372. Both tanks were removed in 1995. It also includes former fuel oil AST 372, removed some time prior to 2002 ([Battelle 2010b](#)). These tanks and SWMU 372 are open petroleum sites. The tanks, SWMU, and the majority of the site are not immediately adjacent to the FOST Parcel; CAA-04B is located northwest of IR Site 16.

The site also includes USTs 616-1 and 616-2 (also collectively called AOC 616). These tanks were for emergency spill control but reportedly were never used and never held anything but water. They are closed-in-place. The Water Board concurred with the recommendation that no further action was required by letter dated August 28, 2013 ([Water Board 2013c](#)).

The Petroleum Management Plan indicates a recommendation of NFA for the USTs and for CAA-04B ([Battelle 2010b](#)). The FOST Parcel is not expected to be impacted by any releases from this site.

CAA-04C. This site consists of the area around former Building 547 that was used as a gasoline service station and car wash between 1971 and 1980. It includes USTs 547-1 through 547-3 (also collectively called UST(R)-17) and all of these USTs were removed in 1994. Suspected USTs 547-4 and 547-5 (identified in the RFA) could not be located by geophysical survey and do not appear on base records. Based on research into the existence of these USTs, it was concluded that the USTs 547-4 and 547-5 never existed and were incorrectly identified by prior contractors. USTs 547-4 and 547-5 have been removed from the Alameda Point Petroleum Program. CAA-04C also includes former OWS 547 ([Battelle 2010b](#)). The FOST Parcel is not expected to be impacted by any releases from this site. Portions of CAA-04C were included in the 2013 FOST.

CAA-11A. This site consists of the area around Building 14 that was used as an aircraft engine test and repair facility. The site includes USTs 14-1 through 14-6, sometimes referred to as UST(R)-06 and which were removed in 1994, and former OWS 162. Only a small portion of the site, and none of the above-listed associated features, is within the FOST Parcel. A biosparging system operated between 2003 and 2004 for releases attributed to USTs 14-1, 14-2, 14-3, and 14-6 ([Battelle 2010b](#)). The Water Board issued a NFA letter for the USTs dated February 19, 2015 ([Water Board 2015a](#)). Based on cleanup activities conducted between 2003 and 2004, the FOST Parcel is not expected to be impacted by any releases from this site.

CAA-11B. This site consists of the area designated as Area 37, a fuel storage area. Area 37 includes Structure 598 (sometimes called HW-04) that was a secondary containment area for ASTs 598A through 598C. These ASTs were removed in 2004 and received NFA concurrence from the Water Board in 2013 ([Water Board 2013d](#)). Area 37 also includes USTs 37-1 through 37-24, also collectively referred to as UST(R)-07, which were removed between 1995 and 1998. Area 37 also includes former ASTs 037A through 037D ([Battelle 2012a](#)). Portions of CAA-11B are within an area that transferred to the City in 2013. The FOST Parcel is not expected to be impacted by any releases from this site.

CAA-12. This site was divided into CAA-12N and CAA-12S. The site consists of the area around Building 29 that was an aircraft weapons overhaul and testing facility; Building 38, which served as an acoustical enclosure for aircraft engines; and Facilities 461A, B, and C, which served as aircraft run-up areas. The site includes former ASTs 029 and 038 and former OWS 038. OWS 038 received closure by the Water Board in May 2012 ([Water Board 2012b](#)), and AST 029 received closure by the Water Board in June 2014 ([Water Board 2014b](#)). The FOST Parcel is not expected to be impacted by any releases from this site. Portions of CAA-12 were included within the 2013 FOST Parcel.

CAA-13. This site consists of the area around Building 397 that was a jet engine testing facility; Building 406A, which contained control equipment for a defueling facility; Building 529, which supplied auxiliary power for Building 530; and Building 606, which was used as an administration building. The site includes former ASTs 530A through 530C, and closed-in-place OWSs 529 and 530. Free product was noted during sampling activities around the defueling facilities, sometimes referred to as Defueling Area 530. The site also includes former OWSs 397A through 397D, and a 3,500 to 17,000-gallon jet fuel spill circa 1991 (from an AST) ([Shaw E&I 2011](#)). Dual-vacuum extraction and biosparging systems were operated from 2003 until 2006. AST 530A and OWS 530 were closed to further investigation by the Water Board in March 2015 ([Water Board 2015b, 2015c](#)). A May 2015 memorandum removed OWS 529 from the Petroleum Program ([Water Board 2015e](#)). Based on cleanup activities conducted between 2003 and 2006, the FOST Parcel is not expected to be impacted by any releases from this site. Portions of CAA-13 were included within the 2013 FOST Parcel.

AOC 3 (EDC 12). This is a former aircraft scrap yard, parts storage, and treated lumber storage area where TPH-motor oil in soil has been reported ([Bechtel 2007](#)). The FOST Parcel is not expected to be impacted by any releases from this site. The Final SI Addendum for EDC 12 concluded that no further action is required under CERCLA ([CH2MHill 2014](#)). Because of petroleum compounds in soil exceeded residential screening values, AOC 3 was transferred to the Alameda Point Petroleum Program for evaluation. The entire site was within the 2013 FOST Parcel. U.S. EPA concurred with the recommendation for AOC 3 in the EDC 12 SI Addendum by letter dated November 23, 2015 ([U.S. EPA 2015a](#)).

AOC 5 (EDC 12). This is a former aircraft washdown area where TPH-diesel and TPH-motor oil in soil have been reported ([Bechtel 2007](#)). The FOST Parcel is not expected to be impacted by any releases from this site. The Final SI Addendum for EDC 12 concluded that no further action is required under CERCLA ([CH2MHill 2014](#)). Because petroleum compounds in soil exceeded residential screening values, AOC 5 was transferred to the Alameda Point Petroleum Program for evaluation. The entire site was within the 2013 FOST Parcel. U.S. EPA concurred with the recommendation for AOC 5 in the EDC 12 SI Addendum by letter dated November 23, 2015 ([U.S. EPA 2015a](#)).

7.0 Access Clause

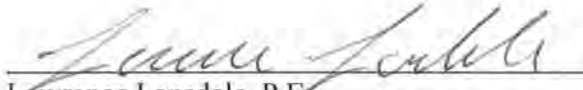
The deed(s) will reserve and the transferee shall grant to the United States access to the FOST Parcel pursuant to CERCLA Section 120(h)(3)(A)(iii). DTSC, the Water Board, and U.S. EPA and their successors and assigns shall also be granted access to the property to enter the FOST Parcel in any case in which response action or corrective action is found necessary on the FOST Parcel after the date of transfer. In addition, the deed(s) will provide for a right of access for the U.S. to traverse property owned by the transferee to gain access to property still owned by the U.S.

8.0 Covenants

The deed for transfer of any property on which “any hazardous substance was stored for one year or more, [or] known to have been released, or disposed...” as a result of former activities conducted by the United States, will include a covenant made pursuant to CERCLA Section 120(h)(3)(A)(ii) and (B). The covenant will warrant that “all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the CERCLA of 1980 remaining on the property has been taken before the date of this deed(s)” and that “any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States.” This covenant will not apply to any remedial action required on the FOST Parcel that is the result of an act or omission of the transferee that causes a new release of hazardous substances.

9.0 Finding of Suitability to Transfer Statement

Based on the information contained in this FOST and the notices, restrictions, and covenants that will be contained in the deed, the FOST Parcel at the Alameda Point is suitable for transfer.

Signature: 
Lawrence Lansdale, P.E.
BRAC Environmental Director
By Direction

Date: March 18, 2016

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10.0 References

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11.0 Table References

Tables 3 through 8 were generated directly from an Alameda Point database maintained to support property transfers. Because the database includes closure references for the entire installation, it was not possible to match reference citations from the database with the smaller subset of references relevant to this FOST. Below are all references that are cited in the tables. References appear exactly as they appear on the tables. Many of these references also appear in the text, in which case they are listed in the Section 10 References. Text and table reference citations may differ on the letter designation used to distinguish documents issued by an entity in the same year.

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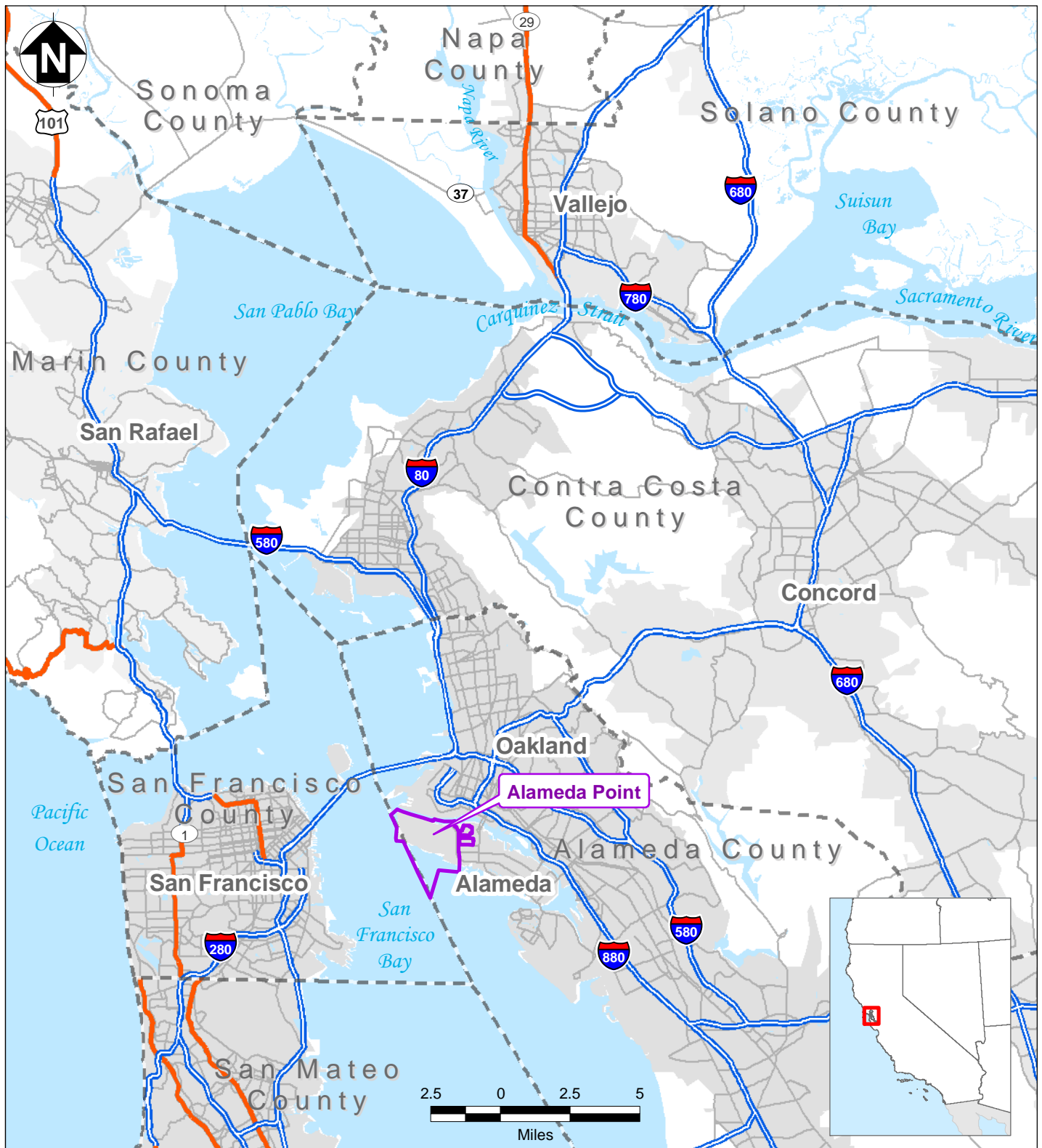
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Figures

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- Former Naval Air Station Alameda
- County Boundary
- Urban Area*
- Interstate
- Highway
- Major Road

Note:
 * Darker shading indicates greater population density



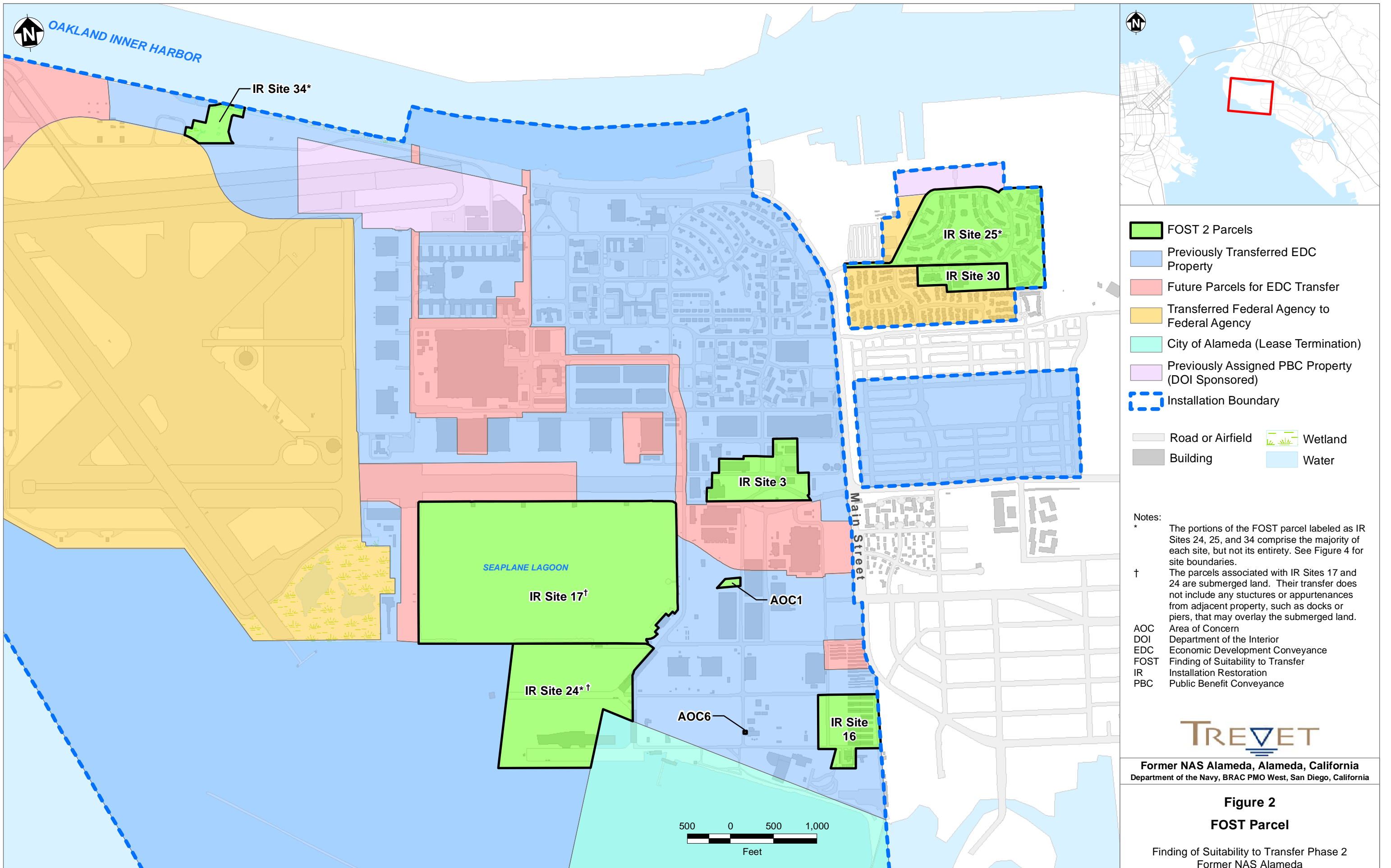
Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 1

Site Location Map

Finding of Suitability to Transfer Phase 2
 Former NAS Alameda

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- FOST 2 Parcels
- Previously Transferred EDC Property
- Future Parcels for EDC Transfer
- Transferred Federal Agency to Federal Agency
- City of Alameda (Lease Termination)
- Previously Assigned PBC Property (DOI Sponsored)
- Installation Boundary
- Road or Airfield
- Building
- Wetland
- Water

Notes:

- * The portions of the FOST parcel labeled as IR Sites 24, 25, and 34 comprise the majority of each site, but not its entirety. See Figure 4 for site boundaries.
- † The parcels associated with IR Sites 17 and 24 are submerged land. Their transfer does not include any structures or appurtenances from adjacent property, such as docks or piers, that may overlay the submerged land.

AOC Area of Concern
 DOI Department of the Interior
 EDC Economic Development Conveyance
 FOST Finding of Suitability to Transfer
 IR Installation Restoration
 PBC Public Benefit Conveyance

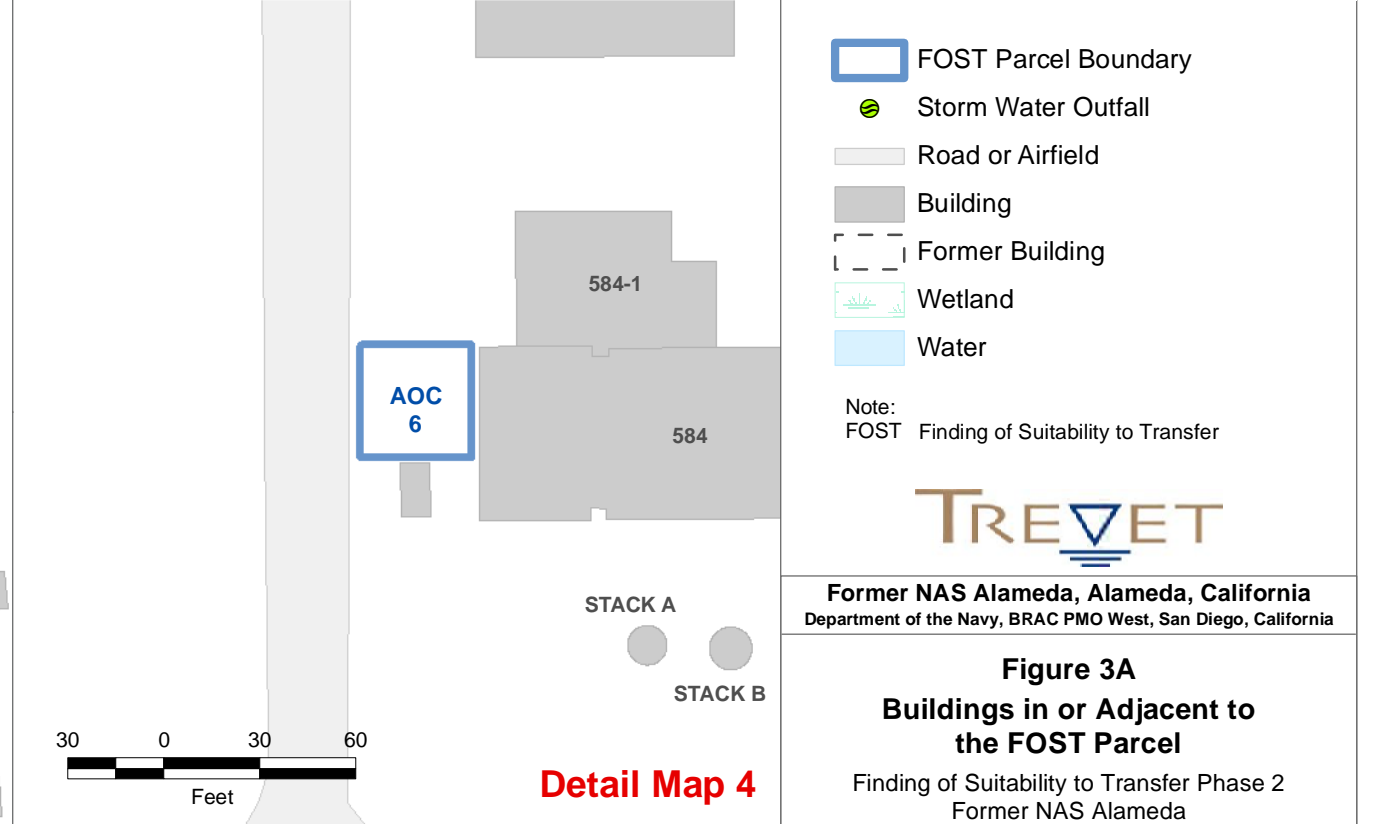
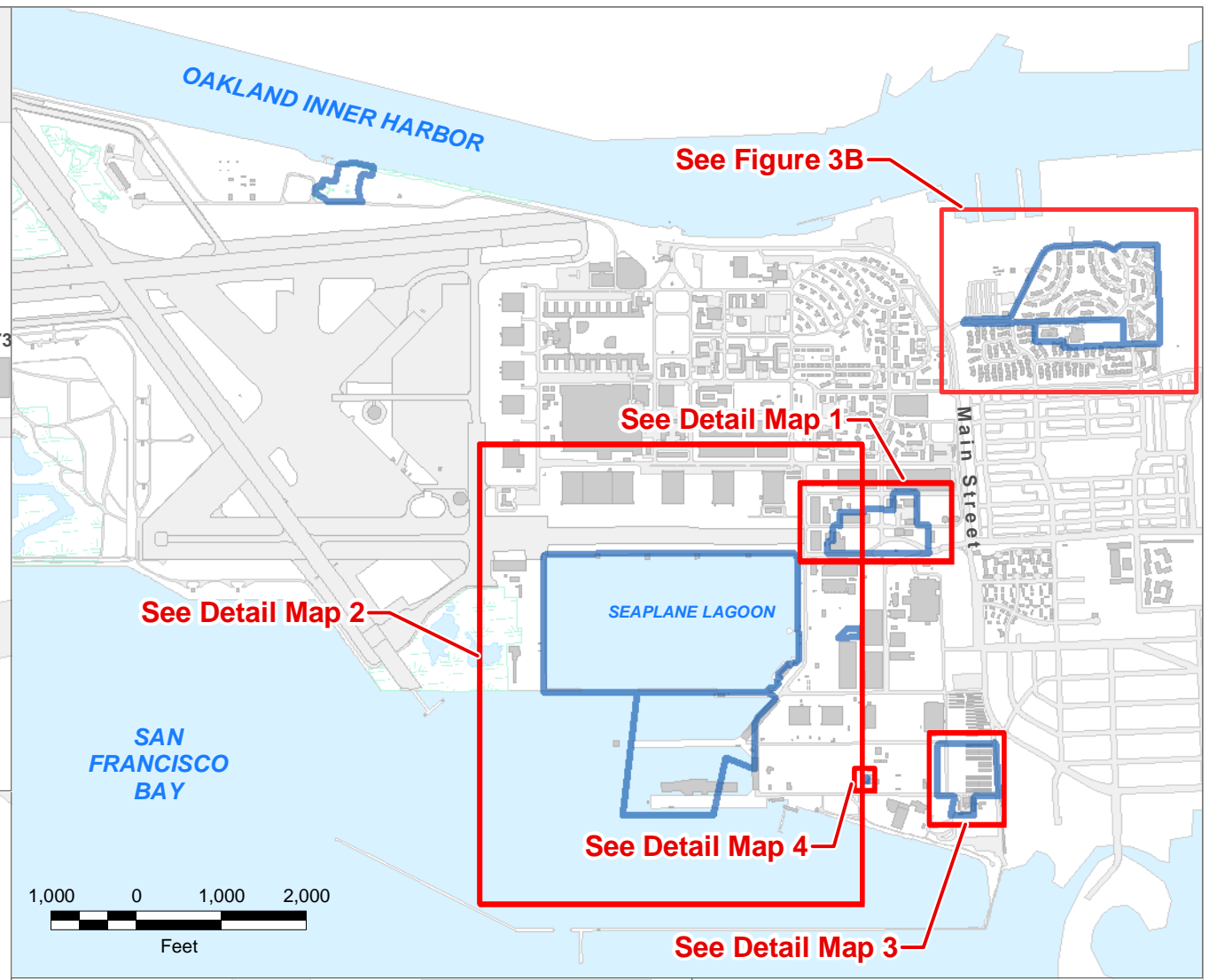
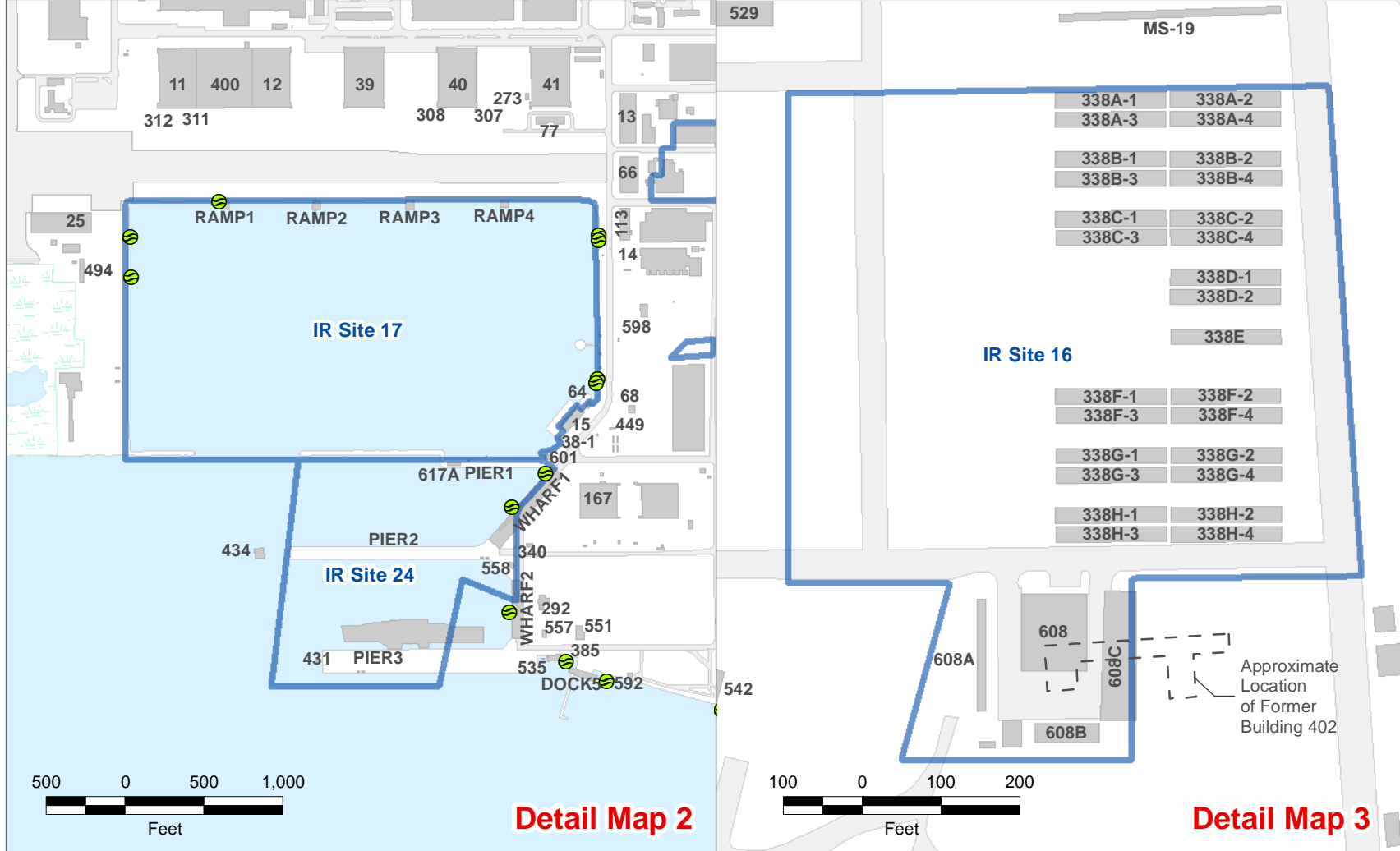
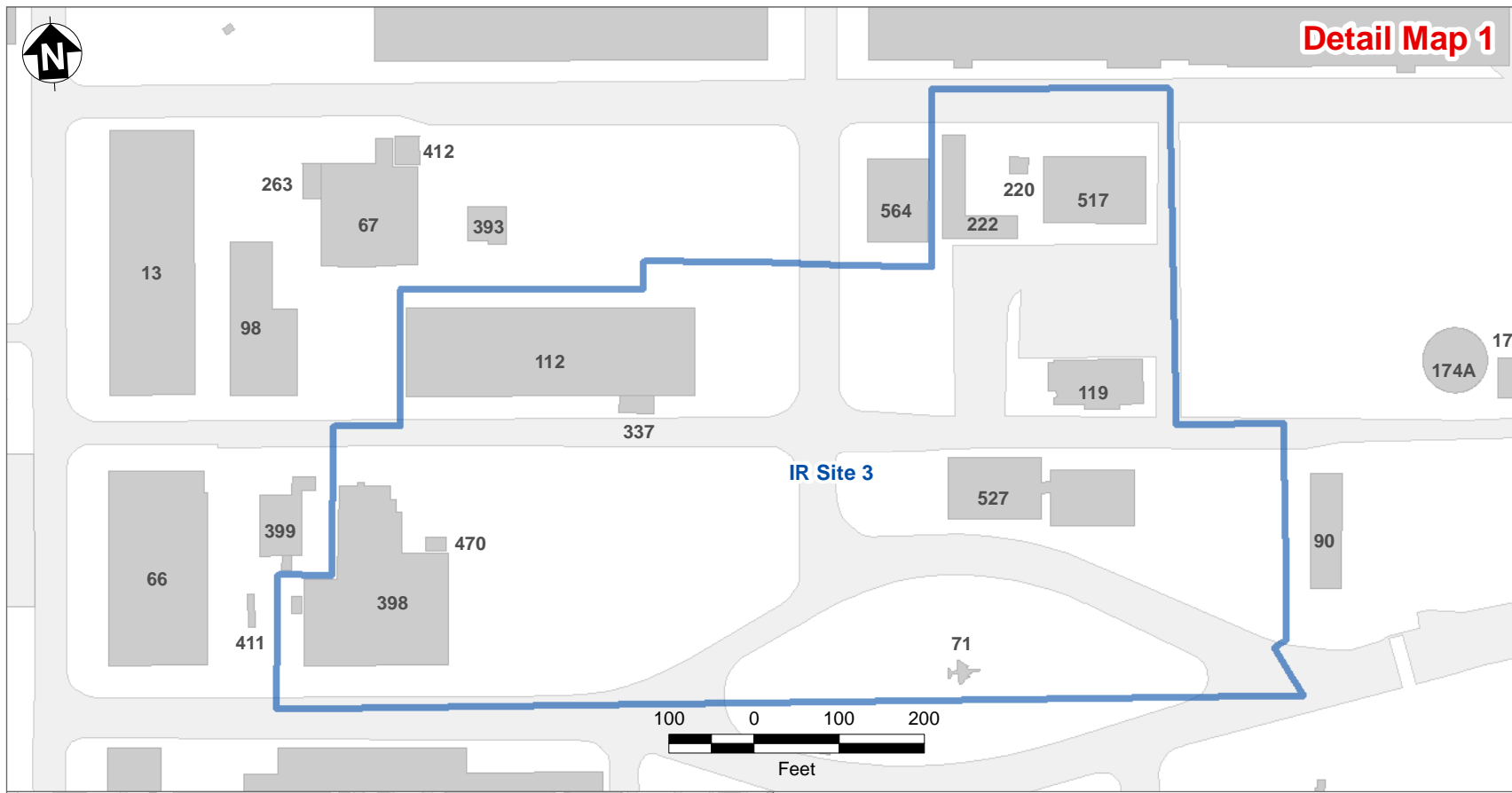


Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 2
FOST Parcel

Finding of Suitability to Transfer Phase 2
 Former NAS Alameda

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- FOST Parcel Boundary
- Storm Water Outfall
- Road or Airfield
- Building
- Former Building
- Wetland
- Water

Note:
FOST Finding of Suitability to Transfer



Former NAS Alameda, Alameda, California
Department of the Navy, BRAC PMO West, San Diego, California






Figure 3A
Buildings in or Adjacent to the FOST Parcel
Finding of Suitability to Transfer Phase 2
Former NAS Alameda

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See Map to Left

See Figure 3A

-  FOST Parcel Boundary
-  Road or Airfield
-  Building
-  Wetland
-  Water

Note:
FOST Finding of Suitability to Transfer

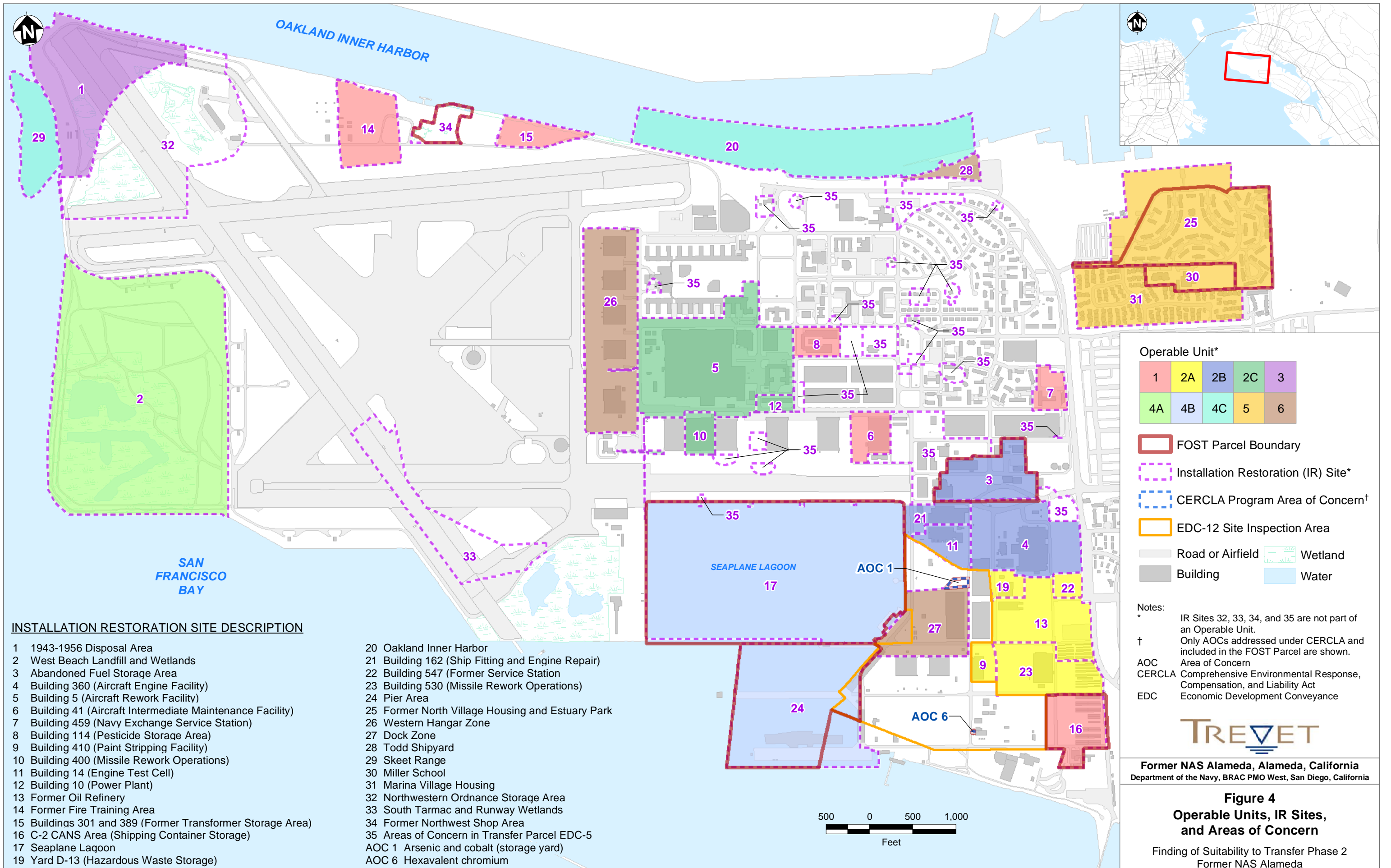


Former NAS Alameda, Alameda, California
Department of the Navy, BRAC PMO West, San Diego, California

Figure 3B
Buildings in or Adjacent to the FOST Parcel

Finding of Suitability to Transfer Phase 2
Former NAS Alameda

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INSTALLATION RESTORATION SITE DESCRIPTION

- 1 1943-1956 Disposal Area
- 2 West Beach Landfill and Wetlands
- 3 Abandoned Fuel Storage Area
- 4 Building 360 (Aircraft Engine Facility)
- 5 Building 5 (Aircraft Rework Facility)
- 6 Building 41 (Aircraft Intermediate Maintenance Facility)
- 7 Building 459 (Navy Exchange Service Station)
- 8 Building 114 (Pesticide Storage Area)
- 9 Building 410 (Paint Stripping Facility)
- 10 Building 400 (Missile Rework Operations)
- 11 Building 14 (Engine Test Cell)
- 12 Building 10 (Power Plant)
- 13 Former Oil Refinery
- 14 Former Fire Training Area
- 15 Buildings 301 and 389 (Former Transformer Storage Area)
- 16 C-2 CANS Area (Shipping Container Storage)
- 17 Seaplane Lagoon
- 19 Yard D-13 (Hazardous Waste Storage)

- 20 Oakland Inner Harbor
- 21 Building 162 (Ship Fitting and Engine Repair)
- 22 Building 547 (Former Service Station)
- 23 Building 530 (Missile Rework Operations)
- 24 Pier Area
- 25 Former North Village Housing and Estuary Park
- 26 Western Hangar Zone
- 27 Dock Zone
- 28 Todd Shipyard
- 29 Skeet Range
- 30 Miller School
- 31 Marina Village Housing
- 32 Northwestern Ordnance Storage Area
- 33 South Tarmac and Runway Wetlands
- 34 Former Northwest Shop Area
- 35 Areas of Concern in Transfer Parcel EDC-5
- AOC 1 Arsenic and cobalt (storage yard)
- AOC 6 Hexavalent chromium

Operable Unit*

1	2A	2B	2C	3
4A	4B	4C	5	6

FOST Parcel Boundary
 Installation Restoration (IR) Site*
 CERCLA Program Area of Concern†
 EDC-12 Site Inspection Area
 Road or Airfield Wetland
 Building Water

Notes:
 * IR Sites 32, 33, 34, and 35 are not part of an Operable Unit.
 † Only AOCs addressed under CERCLA and included in the FOST Parcel are shown.
 AOC Area of Concern
 CERCLA Comprehensive Environmental Response, Compensation, and Liability Act
 EDC Economic Development Conveyance

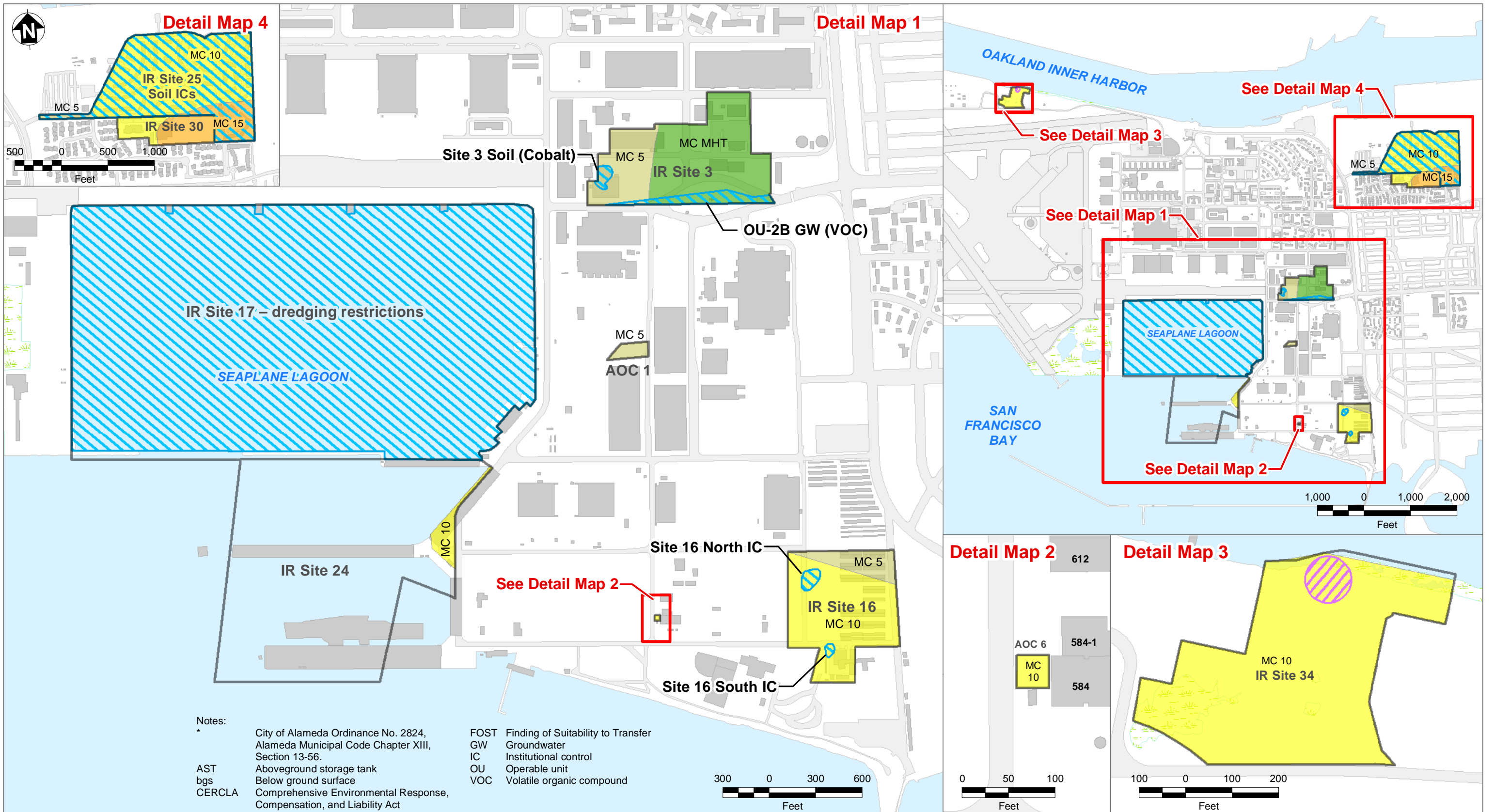


Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 4
Operable Units, IR Sites,
and Areas of Concern

Finding of Suitability to Transfer Phase 2
 Former NAS Alameda

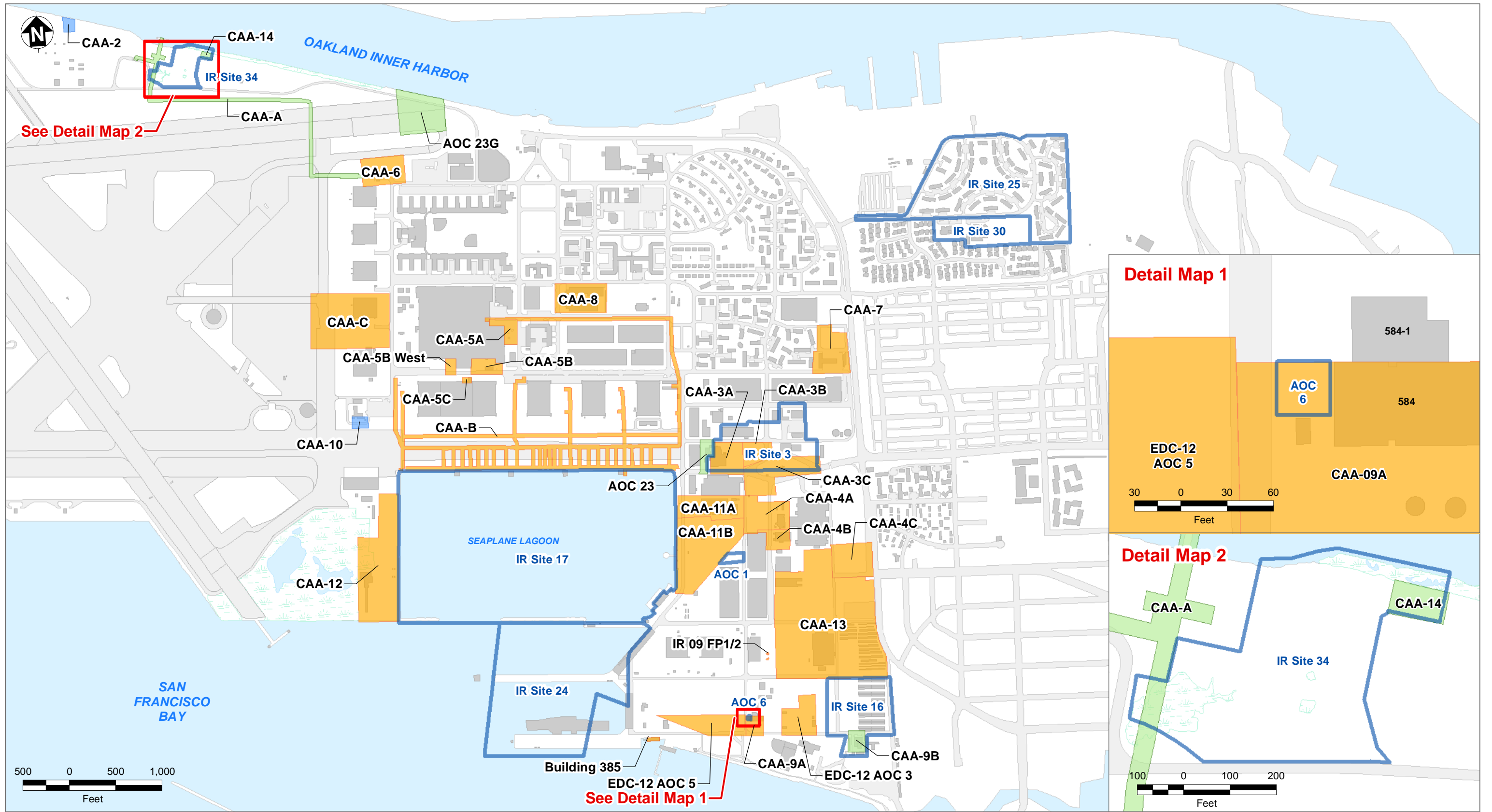
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Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 5
Footprint of Areas within FOST Parcel that Require Restrictions
 Finding of Suitability to Transfer Phase 2
 Former NAS Alameda

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Corrective Action Area*

- Open
- NFA with Restrictions
- NFA without Restrictions

- FOST Parcel Boundary
- Road or Airfield
- Building
- Wetland
- Water

Notes:

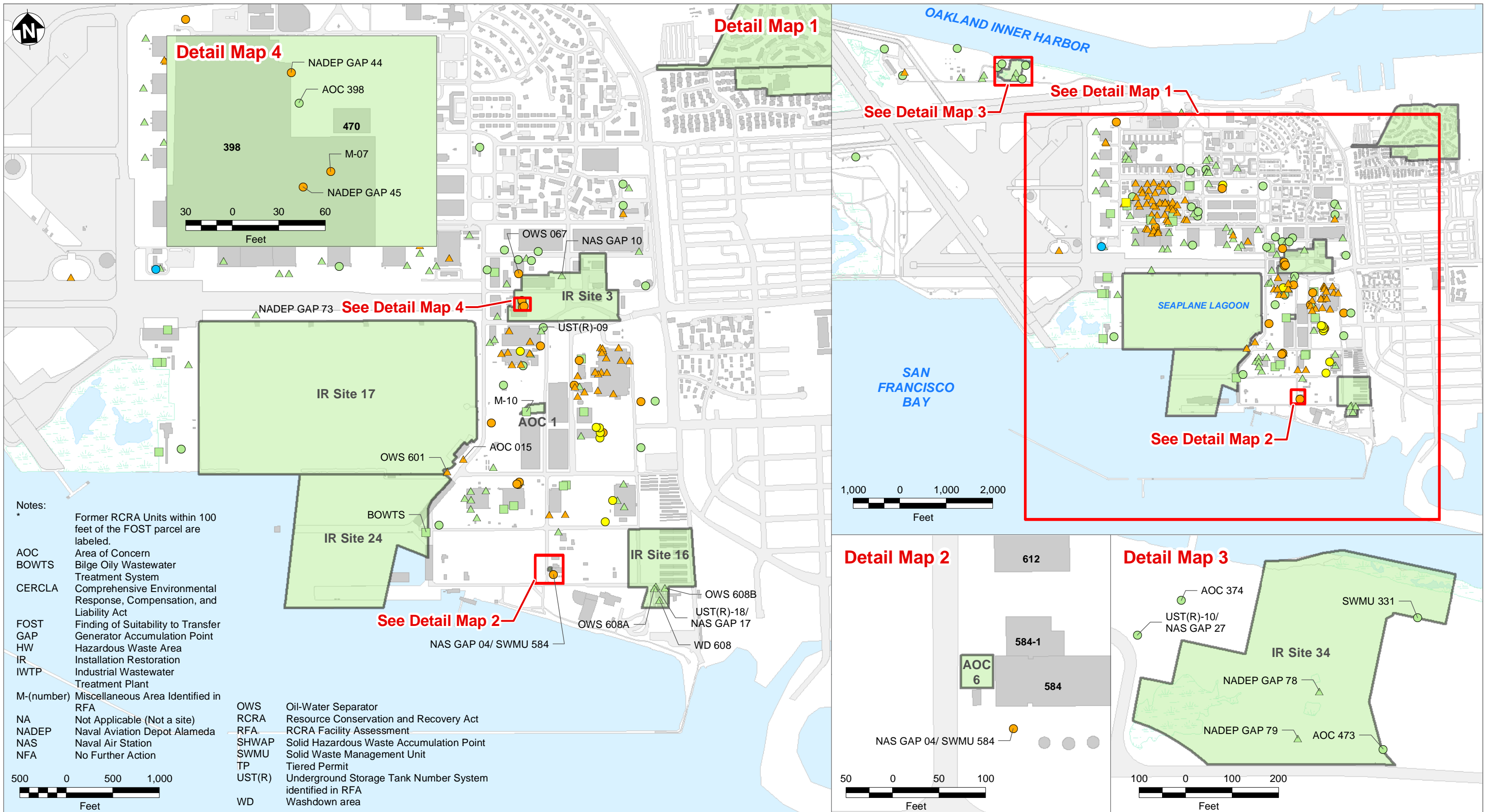
- * Sites within 100 feet of the FOST parcel are labeled.
- AOC Area of Concern
- CAA Petroleum Program Corrective Action Area
- FOST Finding of Suitability to Transfer
- IR Installation Restoration
- NFA No Further Action

Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 6
Total Petroleum Hydrocarbons
Corrective Action Areas
and Areas of Concern
 Finding of Suitability to Transfer Phase 2
 Former NAS Alameda



""Vj ku'rci g'kpvkqpcn' hgv'drcpn0



Notes:
 * Former RCRA Units within 100 feet of the FOST parcel are labeled.
 AOC Area of Concern
 BOWTS Bilge Oily Wastewater Treatment System
 CERCLA Comprehensive Environmental Response, Compensation, and Liability Act
 FOST Finding of Suitability to Transfer Generator Accumulation Point
 GAP Hazardous Waste Area
 HW Installation Restoration
 IR Industrial Wastewater Treatment Plant
 M-(number) Miscellaneous Area Identified in RFA
 NA Not Applicable (Not a site)
 NADEP Naval Aviation Depot Alameda
 NAS Naval Air Station
 NFA No Further Action

OWS Oil-Water Separator
 RCRA Resource Conservation and Recovery Act
 RFA RCRA Facility Assessment
 SHWAP Solid Hazardous Waste Accumulation Point
 SWMU Solid Waste Management Unit
 TP Tiered Permit
 UST(R) Underground Storage Tank Number System identified in RFA
 WD Washdown area

Solid Waste Management Units*

- RCRA; NFA
- Petroleum; Open
- RCRA; NA
- Petroleum; NFA with Restrictions
- ▲ CERCLA; Open
- Petroleum; NFA without Restrictions
- ▲ CERCLA; Response Complete, NFA
- Petroleum; NA

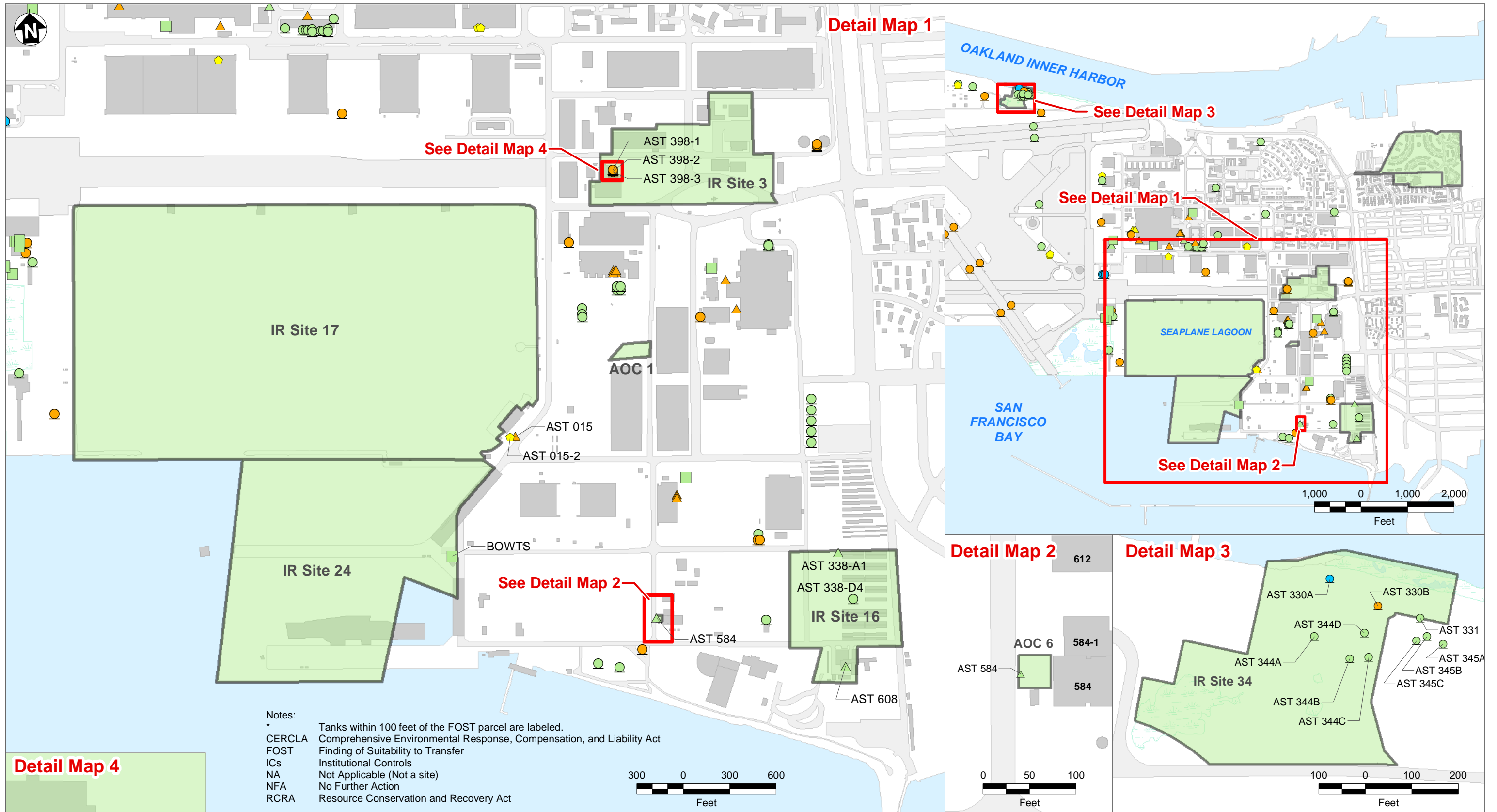
- FOST Parcel
- Building
- Road or Airfield
- Wetland
- Water



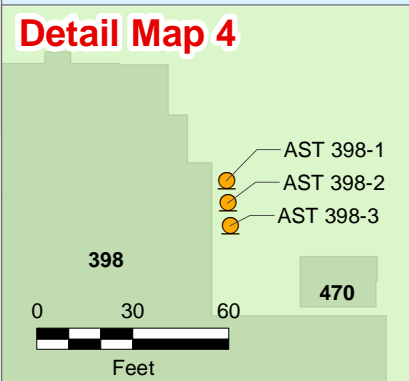
Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 7
Former Solid Waste Management Unit Status
 Finding of Suitability to Transfer Phase 2
 Former NAS Alameda

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Notes:
 * Tanks within 100 feet of the FOST parcel are labeled.
 CERCLA Comprehensive Environmental Response, Compensation, and Liability Act
 FOST Finding of Suitability to Transfer
 ICs Institutional Controls
 NA Not Applicable (Not a site)
 NFA No Further Action
 RCRA Resource Conservation and Recovery Act



- Aboveground Storage Tanks (ASTs)***
- | | |
|----------------------------------|---------------------------------------|
| ◆ RCRA; NA (Compressed Gas) | ▲ CERCLA; NA |
| ■ RCRA; NFA | ● Petroleum; Open |
| ▲ CERCLA; Open | ● Petroleum; NFA with Restrictions |
| ▲ CERCLA; Response Complete, NFA | ● Petroleum; NFA without Restrictions |

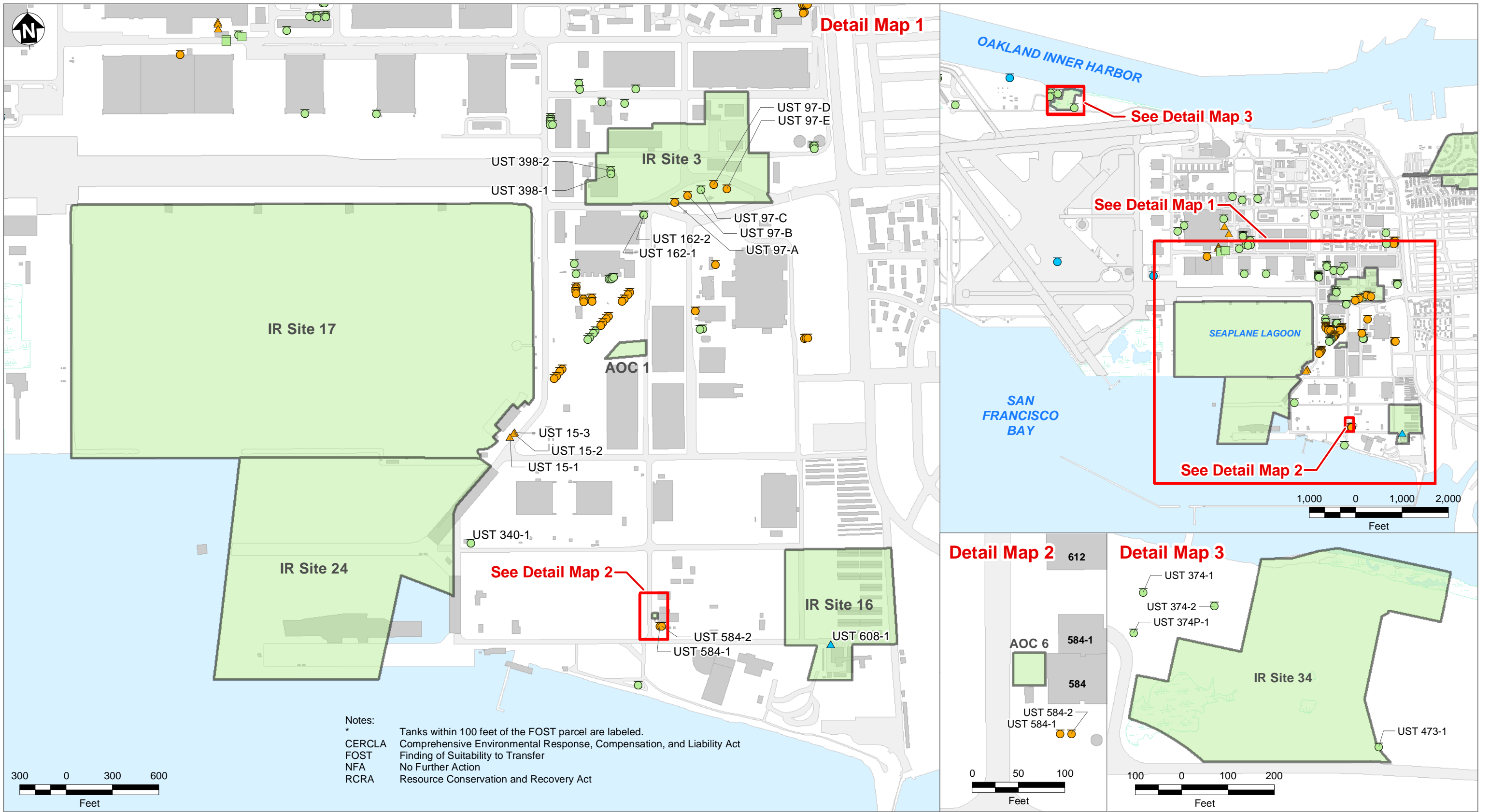
- | | |
|--------------------|-----------|
| ■ FOST Parcel | ■ Wetland |
| ■ Road or Airfield | ■ Water |
| ■ Building | |



Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 8
Aboveground Storage Tank Status
 Finding of Suitability to Transfer Phase 2
 Former NAS Alameda

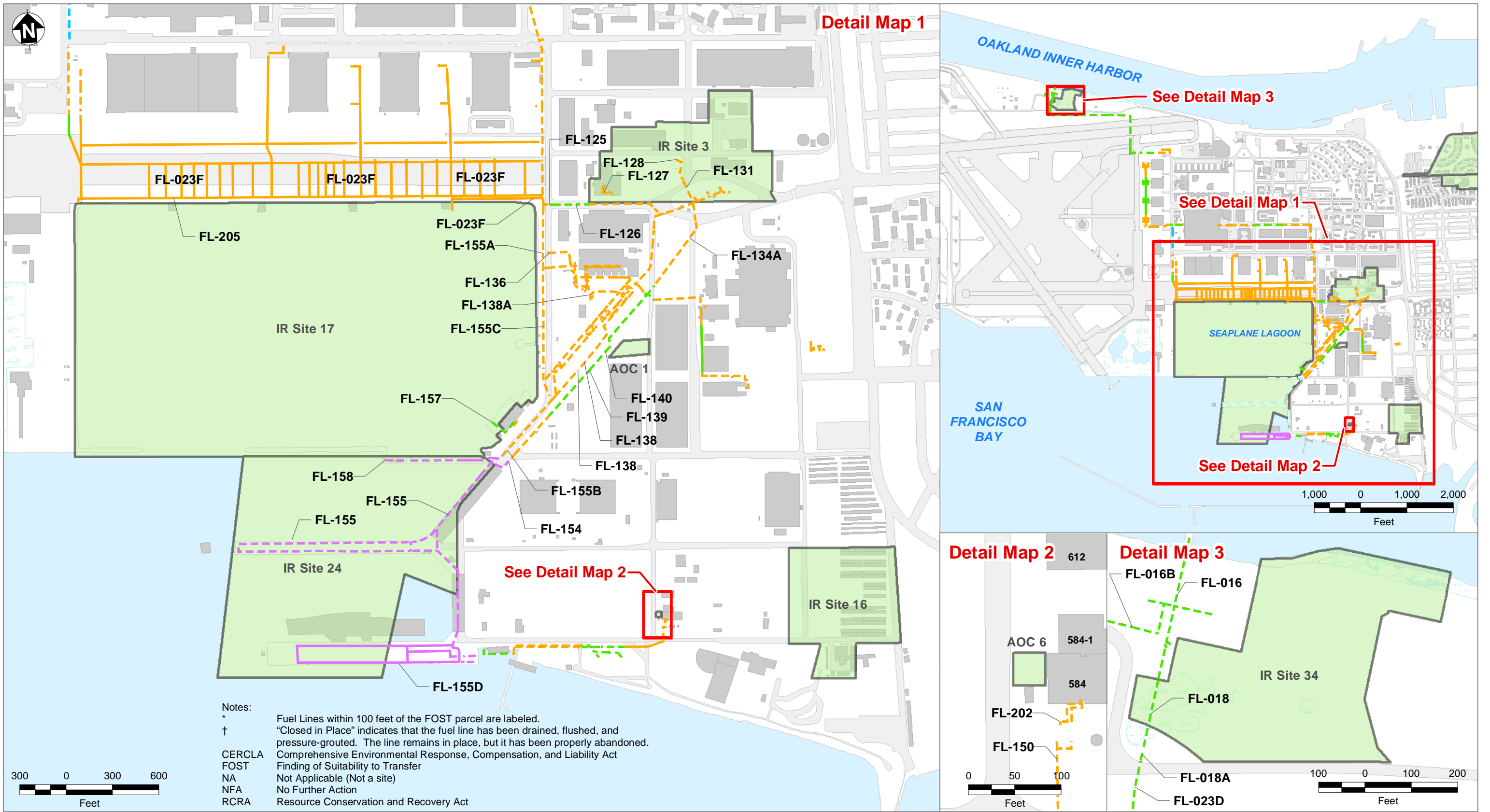
""Vj ku'rci g'kpvkqpcn' hgv'drcpn0



Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 9
Underground Storage Tank Status
 Finding of Suitability to Transfer Phase 2
 Former NAS Alameda

""Vj ku'rci g'kpvkqpcn' hgh'drcpn0



Notes:
 * Fuel Lines within 100 feet of the FOST parcel are labeled.
 † "Closed in Place" indicates that the fuel line has been drained, flushed, and pressure-grouted. The line remains in place, but it has been properly abandoned.
 CERCLA Comprehensive Environmental Response, Compensation, and Liability Act
 FOST Finding of Suitability to Transfer
 NA Not Applicable (Not a site)
 NFA No Further Action
 RCRA Resource Conservation and Recovery Act

Fuel Line Site Status and Physical Disposition*

- Removed, Open
- Removed, NFA with Restrictions
- Removed, NFA without Restrictions
- Removed, NA
- Closed-in-Place†, Open
- Closed-in-Place†, NFA without Restrictions
- Closed-in-Place†, NA
- FOST Parcel
- Road or Airfield
- Building
- Wetland
- Water

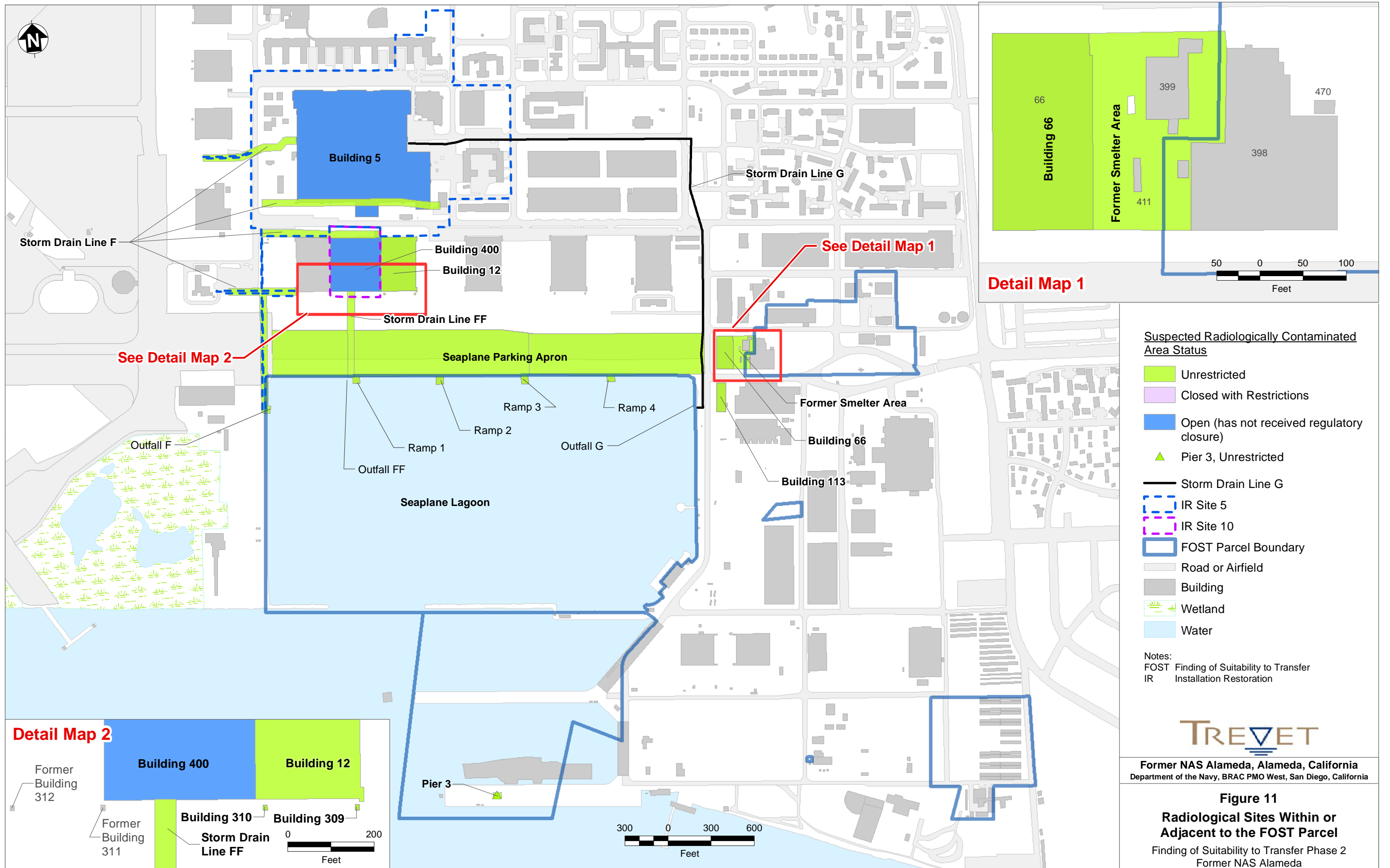
Former NAS Alameda, Alameda, California
 Department of the Navy, BRAC PMO West, San Diego, California

Figure 10
Underground Fuel Line Status

Finding of Suitability to Transfer Phase 2
 Former NAS Alameda



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""Vj ku'rci g'kpvkqpcn' hgv'drcpn0

Tables

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TABLE 1. PROPERTY DISPOSAL TO DATE

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Type of Disposal	Recipient	When	Description	Acres
NC-EDC	City of Alameda	2000	East Housing	75.00
Lease Termination	City of Alameda	2000	Lease Termination	161.50
Federal Agency to Federal Agency	U.S. Coast Guard	2008	Marina Village Housing	28.00
PBC	City of Alameda	2009	Via U.S. Dept. of Interior (Park & Rec.)	44.00
NC-EDC (Phase 1)	City of Alameda	2013	June 2013 Conveyance	1,379.21
PBC	City of Alameda	2013	Estuary Park	8.00
Federal Agency to Federal Agency	Veterans' Administration	2014	June 2014 Conveyance	624.00

Notes:

EDC = Economic Development Conveyance

NC = No Cost

PBC = Public Benefit Conveyance

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TABLE 2: RCRA UNIT CLOSURES AND REASSIGNMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

RCRA Unit Identification	Description	Material Stored / Disposed Of	Program Reassignment	Assigned Site	Status	Closure Reference°
AOC 398	USTs 398-1 and 398-2	JP-5 (UST 398-1) and JP-TS (UST 398-2)	Petroleum	UST 398-1, UST 398-2	NFA without Restrictions	Water Board 2014n
AOC 473	UST 473-1	Gasoline	Petroleum	UST 473-1	NFA without Restrictions	Water Board 2000, Water Board 2014r
BOWTS	Bilge Oily Water Treatment System		RCRA		NFA	DTSC 2000a, DTSC 2000b
M-07	Building 398 solvent distillation unit; Drize Test Shop	PD-680, paint thinners, and acetone	Petroleum	CAA-03A	Open	
M-10	Area 37 Annex	Spent solvents (toluene, MEK, 1,1,1-TCA, and methylene chloride), waste flammable liquids, beryllium, and mercury	RCRA		NFA	DTSC 2000c
NADEP GAP 44	ASTs 398-1, 398-2, and 398-3	Lube oil, JP-5, and M-114 solvent	Petroleum	CAA-03A	Open	
NADEP GAP 45	Building 398, Shop 96327 (Turbine Accessory Shop) GAP	Aerosol paint and paper towels contaminated with oil	Petroleum	CAA-03A	Open	
NADEP GAP 78	Building 479 Shop 65234 GAP	Aerosol paint, primer, alcohol, poly paint, naphtha, and acetone	CERCLA	IR 34	Response Complete, NFA	EPA 2014
NADEP GAP 79	Building 472 Shop 65234 GAP	Blasting grit (media)	CERCLA	IR 34	Response Complete, NFA	DTSC 1999c, EPA 2014
NAS GAP 10	Building 112 GAP	Solvents, lubrication and hydraulic oils, and asbestos (doubled bags)	CERCLA	IR 03	Response Complete, NFA	DTSC 1999c
OWS 608A	Oil-Water Separator 608A	Wastewater from cleaning automobiles with commercial soaps or drive train degreasers	CERCLA	IR 16	Response Complete, NFA	Navy 2016a, Navy 2015d
OWS 608B	Oil-Water Separator 608B	Wastewater from cleaning automobiles with commercial soaps or drive train degreasers	CERCLA	IR 16	Response Complete, NFA	Navy 2016a, Navy 2015d

TABLE 2: RCRA UNIT CLOSURES AND REASSIGNMENTS (Continued)

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

RCRA Unit Identification	Description	Material Stored / Disposed Of	Program Reassignment	Assigned Site	Status	Closure Reference ^o
SWMU 331	Solid Waste Management Unit Building 331	Diesel	Petroleum	CAA-14	NFA without Restrictions	DTSC 2014, Water Board 2013b
UST(R)-18/ NAS GAP 17	UST RCRA Unit 18 and Naval Air Station Generator Accumulation Point 17: UST 608-1	Waste oil	CERCLA	IR 16	Response Complete, NFA	Navy 2016a, Navy 2015d
WD 608	Washdown Area Building 608	Wastewater from cleaning automobiles with commercial soaps or drive train degreasers	CERCLA	IR 16	Response Complete, NFA	DTSC 2005e, Navy 2007b

Notes:

^o	If blank, the site remains open	JP-5	Jet propellant #5	UST(R)	UST numbering system as identified in RFA
AOC	Area of Concern	JP-TS	Jet propellant #5 thermally stabilized	WD	Washdown area
BOWTS	Bilge oily water treatment system	RCRA	Resource Conservation and Recovery Act		
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act	M	Miscellaneous area identified in RFA		
CAA	Petroleum Program Corrective Action Area	MEK	Methyl ethyl ketone		
DTSC	Department of Toxic Substances Control	NADEP	Naval Aviation Depot		
EPA	Environmental Protection Agency	NAS	Naval Air Station		
GAP	Generator accumulation point	NFA	No Further Action		
IC	Institutional Control	OWS	Oil-water separator		
IR	Installation Restoration	TCA	Trichloroethane		
		UST	Underground storage tank		

TABLE 3: CERCLA SITE STATUS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Identification	Site Name	Status	Closure Reference
AOC 1	Arsenic and cobalt (storage yard)	NFA	CH2MHill 2014, EPA 2015a
AOC 6	Hexavalent chromium (likely source is AST 584 stored wastewater condensate from a heater)	NFA	CH2MHill 2014, EPA 2015a
IR 03	Abandoned Fuel Storage Area	Response Complete, includes ICs	EPA 2015b, Navy 2015a, Navy 2015c
IR 16	C-2 CANS Area (Shipping Container Storage)	Response Complete, includes ICs	Navy 2015d, Navy 2016a, URS 2012b
IR 17	Seaplane Lagoon	Response Complete, includes ICs	Tetra Tech EC 2014a, Navy 2016b, Navy 2016c
IR 24	Pier Area	Response Complete, NFA	DTSC 2013a, EPA 2013, Tetra Tech EC 2013
IR 25	Estuary Park and the Coast Guard Housing Area	Response Complete, includes ICs	Navy 2007a, Navy 2007c, Navy 2015b
IR 30	Miller School	Response Complete, NFA	Navy 2007a, Navy 2009, Navy 2015b
IR 34	Former Northwest Shop Area	Response Complete, NFA	DTSC 2014, EPA 2014, ERS 2014

Notes:

AOC Area of Concern
 AST Aboveground storage tank
 CERCLA Comprehensive Environmental Response, Compensation, and Liability Act
 DTSC California Department of Toxic Substances Control
 IC Institutional Control
 IR Installation Restoration
 LUC RD Land Use Control Remedial Design
 NAS Naval Air Station
 Navy Department of the Navy
 NFA No Further Action

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TABLE 4: PETROLEUM CORRECTIVE ACTION AREA AND AREAS OF CONCERN SITE STATUS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Identification	Site Name	Status	Closure Reference^o
CAA-03A	Petroleum Corrective Action Area 03A	Open	
CAA-03B	Petroleum Corrective Action Area 03B	Open	
CAA-03C	Petroleum Corrective Action Area 03C	Open	
CAA-09A	Petroleum Corrective Action Area 09A	Open	
CAA-09B	Petroleum Corrective Action Area 09B	NFA without Restrictions	Navy 2015d
CAA-14	Petroleum Corrective Action Area 14	NFA without Restrictions	DTSC 2014, Water Board 2013b
CAA-A	Petroleum Corrective Action Area Fuel Line A	NFA without Restrictions	Water Board 2007

Notes:

- ^o If blank, the site remains open
- CAA Petroleum Program Corrective Action Area
- NAS Naval Air Station
- NFA No Further Action
- Water Board Regional Water Quality Control Board

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TABLE 5: STORAGE TANK STATUS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Tank	Program	Physical Status	Contents	Capacity (gallons)	Install Date	Removal Date	Regulatory Status	Associated Site	Closure Reference°
AST 330A	Petroleum	Removed	Diesel	60	Unknown	Before 1994	NFA with Restrictions		Water Board 2013c
AST 330B	Petroleum	Removed	Diesel	60	Unknown	Before 1994	Open		
AST 331	Petroleum	Removed	Diesel	500	Unknown	Unknown	NFA without Restrictions		Water Board 2013b
AST 338-A1	CERCLA	Removed	Propane	500	Unknown	Unknown	Response Complete, NFA	IR 16	Navy 2007b
AST 338-D4	Petroleum	Removed	Diesel	200	Unknown	1992 - 1994	NFA without Restrictions		Water Board 2014j
AST 344A	Petroleum	Removed	Diesel	100	Unknown	Before 1994	NFA without Restrictions		Water Board 2014k
AST 344B	Petroleum	Removed	Diesel	100	Unknown	Before 1994	NFA without Restrictions		Water Board 2014k
AST 344C	Petroleum	Removed	Diesel	100	Unknown	Before 1994	NFA without Restrictions		Water Board 2014k
AST 344D	Petroleum	Removed	Diesel	100	Unknown	Before 1994	NFA without Restrictions		Water Board 2014k
AST 398-1	Petroleum	Removed					Open	CAA-03A	
AST 398-2	Petroleum	Removed					Open	CAA-03A	
AST 398-3	Petroleum	Removed					Open	CAA-03A	
AST 584	CERCLA	Removed	Industrial Wastewater (condensate from heater containing corrosion-resistant chemicals)	15,000	Unknown	NA	NFA	AOC 6	CH2MHill 2014
AST 608	CERCLA	Removed	Waste Oil	1,000	Unknown	NA	Response Complete, NFA	IR 16	Navy 2007b
UST 97-A	Petroleum	Removed	115/145 AVGAS	100,000	1943	1987	Open	CAA-03C	

TABLE 5: STORAGE TANK STATUS (Continued)

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Tank	Program	Physical Status	Contents	Capacity (gallons)	Install Date	Removal Date	Regulatory Status	Associated Site	Closure Reference ^o
UST 97-B	Petroleum	Removed	115/145 AVGAS	100,000	1943	1987	Open	CAA-03C	
UST 97-C	Petroleum	Removed	115/145 AVGAS	100,000	1943	1987	NFA without Restrictions		Water Board 2015h
UST 97-D	Petroleum	Removed	115/145 AVGAS	100,000	1943	1987	Open	CAA-03C	
UST 97-E	Petroleum	Removed	115/145 AVGAS	100,000	1962	1987	Open	CAA-03C	
UST 398-1	Petroleum	Removed	JP-5	10,000	1969	4/27/1995	NFA without Restrictions		Water Board 2014n
UST 398-2	Petroleum	Removed	JP-TS	10,000	1969	4/27/1995	NFA without Restrictions		Water Board 2014n
UST 473-1	Petroleum	Removed	Gasoline	500	1948	11/3/1994	NFA without Restrictions		Water Board 2000, Water Board 2014r
UST 608-1	CERCLA	Removed	Waste Oil	600	Unknown	2/6/1995	NFA without Restrictions	IR 16	Navy 2016a, Navy 2015d

Notes:

^o If blank, the site remains open
 AOC Area of Concern
 AST Aboveground storage tank
 AVGAS Aviation Gasoline
 CAA Petroleum Program Corrective Action Area
 CERCLA Comprehensive Environmental Response, Compensation, and Liability Act
 IR Installation Restoration

JP-TS Jet propellant #5 thermally stabilized
 NA Not applicable
 NAS Naval Air Station
 Navy Department of the Navy
 NFA No Further Action
 UST Underground storage tank
 Water Board Regional Water Quality Control Board

TABLE 6: UNDERGROUND FUEL LINE STATUS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Identification	Physical Status	Regulatory Status	Associated Site	Closure Reference ^o
FL-018	Removed	NFA without Restrictions	CAA-A	Water Board 2007
FL-127	Removed	Open	CAA-03A	
FL-128	Removed	Open	CAA-03C	
FL-131	Removed	Open	CAA-03C	
FL-155	Closed-in-Place	NA		Water Board 2015k
FL-158	Closed-in-Place	NA		Water Board 2015k

Notes:

^o	If blank, the site remains open
CAA	Corrective Action Area
FL	Fuel Line
NA	Not Applicable (Not designated a site)
NAS	Naval Air Station
NFA	No Further Action
Water Board	Regional Water Quality Control Board

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TABLE 7: RADIOLOGICALLY IMPACTED SITES WITHIN THE FOST PARCEL

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Identification	Associated CERCLA Site	Description	Status	Closure Reference
Former Smelter Area	IR Site 3	Melting of scrap metals (Ra-226). Former smelter was immediately east of Building 66, in use until approximately 1946. Former smelter area extends into a small portion of IR Site 3; see Figure 11.	Unrestricted	ChaduxTt 2012e
Seaplane Lagoon	IR Site 17	Location where seaplanes entered and exited the bay. Discharge location for the storm drain lines from Building 5 and 400 (Ra-226).	Response Complete, with Dredging Restrictions	Tetra Tech EC 2014a, Navy In Press-e

Notes:

FOST Finding of Suitability to Transfer
IR Installation Restoration
NAS Naval Air Station
Ra-226 Radium-226

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Attachment 1: Responses to Regulatory Agency Comments

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ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Document Title: Draft Finding of Suitability to Transfer Phase 2, Former Naval Air Station, Alameda, California (May 2014)

Navy Initiated Change	
General	As a result of significant CERCLA progress made at OU5 and OU2B, the FOST schedules for these areas have converged with those areas previously included in the DRAFT Phase 2 FOST. Therefore, in furtherance of the BRAC Program Management Office mission to dispose of Department of the Navy BRAC property the Navy is initiating changes to the Draft Final FOST Phase 2 document to incorporate the remaining portions of OU5 (i.e. IR Site 30 and the remainder of IR Site 25) and a portion of OU2B (IR Site 3 - lead impacted area).

ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Document Title: Draft Finding of Suitability to Transfer Phase 2, Former Naval Air Station, Alameda, California (May 2014)

Comments from Xuan-Mai Tran, Project Manager, USEPA - dated June 11, 2014		
Comment No.	General Comment	Response
1	<p>EPA’s review of the Draft Finding of Suitability to Transfer (FOST) Phase 2 for Former Naval Air Station Alameda is based on the expectation that the following listed documents will be finalized and/or approved prior to the FOST signature:</p> <ul style="list-style-type: none"> a. OU-2B Record of Decision (ROD) b. IR Site 16 Explanation of Significant Differences (ESD) c. IR Site 16 Remedial Action Completion Report (RACR) d. IR Site 17 Remedial Action Completion Report (RACR) e. Amended Site Inspection for Economic Development Conveyance (EDC) 12 	<p>1. Comment acknowledged. The OU-2B ROD, <i>the Site 16 ESD and LUC RD</i>, the Site 17 RACR, and the Amended SI for EDC 12 have been finalized. In accordance with resolution of comments on the Site 16 ESD, the Site 16 RACR will be a LUC/RD. In accordance with BCT discussions, a Site 17 ESD and LUC-RD will also be completed prior to the Final FOST.</p>
2	<p>EPA notes that Navy policy provides for a 30-day public notice prior to the signing of the FOST.</p>	<p>2. A Notice of Intent to Sign, Finding of Suitability to Transfer (FOST) will be published in local Alameda newspaper(s) 30 days prior to signing of the FOST.</p>
Comment No.	Specific Comments	Response
1	<p>Section 4.1.3, IR Site 17 (OU-4B), Page 9: To be consistent with the other documents for IR Site 17 Seaplane Lagoon (SPL), please replace the acres of Site 17 SPL from “111 submerged acres...” to “approximately 110 submerged acres...”</p>	<p>1. Comment incorporated.</p>

ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Document Title: Draft Finding of Suitability to Transfer Phase 2, Former Naval Air Station, Alameda, California (May 2014)

Comments from Xuan-Mai Tran, Project Manager, USEPA - dated June 11, 2014		
Comment No.	Specific Comments	Response
2	Section 4.1.3, IR Site 17 (OU-4B), Page 10: “RACR” is missing after “Final” on the second line of the first complete paragraph.	2. Comment incorporated.
3	Section 4.8, Pesticides, Page 20: EPA does not agree with the Navy assertion regarding its obligation to address post-transfer discovery of pesticide contamination. If such contamination requires a response action, it is not excluded from the Navy’s CERCLA obligation.	3. The Navy's position on the responsibility for legally applied pesticides remains unchanged. The FOST was not changed as a result of this comment. Despite the Navy and EPA's difference of opinion, in the past EPA has concurred with the Navy's determination that the parcel is suitable for transfer but has included the following statement in its concurrence letter: "EPA concurs with the Navy's determination that the parcel is suitable for transfer; however, it is EPA's position that residual pesticide contamination, if discovered following transfer at levels requiring a response action, is not excluded from the Navy's post-transfer obligations."
Comment No.	Minor Comment	Response
1	The full justification of the document caused the spelling on some of the words to be incorrect. Please do a global search throughout the document to correct them.	1. Comment incorporated.

ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Document Title: Draft Finding of Suitability to Transfer Phase 2, Former Naval Air Station, Alameda, California (May 2014)

Comments from Jennifer Ott, Chief Operating Officer, City of Alameda - dated June 12, 2014		
Comment No.	Comment	Response
1	p. v. "Acronyms": Include acronym for "SI", see, e.g. pp. 11-12.	1. Comment incorporated.
2	Throughout: Numerous sites are referenced as having received EPA and DTSC concurrence as to remedial status, yet approvals are noted as "(PENDING)" or "(Navy in Press)". Those sites are not ready for transfer until those approvals are provided in final, including EPA and DTSC approval of the Seaplane Lagoon RACR, including Draft Appendix W, "Evaluation of Items with Radiological Activity...".	2. Comment acknowledged.
3	p. 1: In the first paragraph, text should refer to "a portion of" the former NAS as being the subject to the FOST.	3. Comment incorporated.
4	p. 1: In the third paragraph, first sentence, text again should refer to "a portion of" the real property as being made available.	4. Comment incorporated.
5	2.0 Property Description, p. 1, bottom paragraph; 4.1 CERCLA Program, p. 6, first full paragraph: The southwest corner of IR Site 34 is not included in the FOST Parcel (see FOST Figure 3). The first sentence in each paragraph should state that a portion, not "all", of IR Site 34 is in the FOST Parcel.	5. Comment incorporated.
6	§3.2 p.4: Second to last line, add an "s" to "release"	6. Comment incorporated.

ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Document Title: Draft Finding of Suitability to Transfer Phase 2, Former Naval Air Station, Alameda, California (May 2014)

Comments from Jennifer Ott, Chief Operating Officer, City of Alameda - dated June 12, 2014		
Comment No.	Comment	Response
7	4.1.2 IR Site 16 (OU-1), p. 8: Consider mentioning in this section that an automobile service and repair facility was present in IR Site 16, as is done in Section 4.2.1 for CAA-09B (p. 13).	7. Comment incorporated.
8	4.1.3 IR Site 17 (OU-4B), p. 10, first complete sentence: Portions of the construction debris piles that were removed from the north shore of Seaplane Lagoon were sometimes exposed. Please consider adding “and intertidal” to the sentence: “Between October 2008 and December 2009, a time-critical removal action (TCRA) was conducted to remove the submerged <i>and intertidal</i> construction debris piles located along the northern shoreline of Site 17.”	8. Comment incorporated.
9	4.1.5 IR Site 34, p. 11, 3 rd paragraph and elsewhere; The text states that “NFA”, defined as “no further action”, was selected for groundwater by the IR Site 34 ROD. This implies “action” had already occurred for IR Site 34 groundwater, but none had. The selected remedy for IR Site 34 states in part that “no action is required for groundwater.” (ROD Section 2.9.1). The FOST contains many instances, for both CERCLA and Petroleum Program sites, where “NFA” is used as a shorthand for “no action”. In the interest of accuracy and to avoid confusion among FOST readers who would wonder what prior remedial/removal action they should be aware of, please consider reviewing the FOST for occurrences of “NFA” and “no further action” and substituting “no action” when appropriate.	9. NFA is standard language used throughout the Navy ER Program and is the appropriate terminology to use for all sites, including Site 34 that has undergone site characterization as part of the Remedial Investigation (RI) phase of the CERCLA process. The use of NFA terminology in the FOST is justified because the act of collecting samples and reviewing site risk are considered to be actions under both CERCLA and the UST programs.

ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Document Title: Draft Finding of Suitability to Transfer Phase 2, Former Naval Air Station, Alameda, California (May 2014)

Comments from Jennifer Ott, Chief Operating Officer, City of Alameda - dated June 12, 2014		
Comment No.	Comment	Response
10	4.2 Petroleum Products and Derivatives, p. 12, bottom paragraph, 2 nd sentence: “Separately” makes the sentence ambiguous and somewhat awkward to understand. Please consider beginning the sentence with “In addition”, instead.	10. Text revised for clarification: <i>“Some of the sites included in the Petroleum Program were originally identified as part of the RFA prepared by the Navy and DTSC in 1992 (DTSC 1992b); the purpose of the RFA was to identify sites potentially requiring closure under RCRA regulations.”</i>
11	4.2.1 Open Petroleum Program Sites, p. 13: Please consider adding additional detail to the CAA discussions in this section. For example, the Navy has completed considerable corrective-action efforts at CAAs-3A, -3B, and -3C, which cleaned up the vast majority of the petroleum contamination, and is now undertaking the final steps (hopefully) before site closure. However, the FOST does not provide this basic status information. Please consider revising the section to provide more detail about each site, its status, and its closure prospects.	11. Comment incorporated. The text was revised as follows (italics identify updated text): <i>“This 9-acre site overlaps IR Site 3. The site was subdivided into CAA-03A, CAA-03B, and CAA-03C. Historic activities at CAA-03A, CAA-03B and CAA-03C resulted in the release of aviation fuel to soil and groundwater. The Navy has performed investigations and completed substantial corrective-action at CAAs-03A, -03B, and -03C; these efforts have cleaned up the vast majority of the petroleum contamination (Shaw E&I 2013). USTs 398-1 and 398-2, which are included in CAA-03A, were closed with a NFA letter from the Water Board dated October 13, 2014 (Water Board 2014e); other components of CAA-03A are being investigated or are under review for closure (Table 4 and Table 5). UST 97-C, which is part of CAA-03C, was closed with a NFA letter from the Water Board dated April 21, 2015 (Water Board 2015c). Residual contamination at CAA-03B and -03C requires further investigation and possibly corrective action prior to requesting closure.”</i>
12	4.2.1 Open Petroleum Program Sites, p. 13, 1 st paragraph, 2 nd sentence: The sentence refers to “NFA requests” for Petroleum Program sites. Customarily at Alameda Point,	12. Comment incorporated. The text in 4.2.1, first paragraph, second sentence was changed from “NFA” requests to “site closure” requests.

ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

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	such requests are called “Site Closure Summaries”, or simply site closure requests. Please consider revising the FOST to identify petroleum site closure requests in the usual manner.	
13	4 th paragraph of section—last sentence—revise to read “The tables identify the program under which closure is being addressed.”	13. Comment incorporated. The text of Section 4.2, was revised to <i>indicate</i> the tables <i>that</i> identify the program under which closure is being addressed.
14	4.2.1 Open Petroleum Sites, pp. 13-14: Incomplete descriptions of current investigation, remediation and/or regulatory status are provided for some of the sites (see, e.g. CAA-03C and CAA-09A).	14. Comment incorporated. See RTC # 11, above for CAA-03. Information provided for CAA-09A is what is available to date. Information was added to the text for CAA-09B (see Response to Water Board Comment #4, below).
15	§4.1.3 IR Site 17 (p.9) and §4.7.2 General Radioactive Material (p.18): The FOST anticipates EPA concurrence and DTSC certification of the remedial action performed in Seaplane Lagoon (“SPL”) consistent with the IR Site 17 ROD, but this is premature. During implementation of the SPL sediment excavation remedy, 51 radiological devices (“RDs”) were unexpectedly found within the excavated sediment, requiring their removal and offsite disposal at an out-of-state low level radiation waste disposal site. The Navy prepared, as Appendix W to the RACR for the sediment removal remedy, an evaluation of, among other risks, the potential risk of additional RDs residing in the unexcavated SPL sediment. Appendix W is currently under review by DTSC and CDPH’s Environmental Management Branch (“EMB”). EMB has not yet commented on Appendix W or made a written determination whether SPL can be released for unrestricted use. Until all branches of CDPH complete their review, as necessary, SPL is not ready for	15. The Site 17 RACR documents that the RAOs in the 2006 ROD and completion criteria in the RAWP were achieved and that IR Site 17 does not pose a risk to human health or the environment under current or proposed future use. In accordance with previous agreements between the BCT and the City, the Navy is preparing a ROD ESD and LUC/RD for Site 17, and the City will be responsible for preparing the Sediment Management Plan (<i>SedMP</i>). Section 4.1.3 will be modified to include the following: “An ESD and LUC RD were completed to add ICs as a component of the remedy. To ensure proper disposal and prevent potential exposure to Ra-226 in the sediment (including items with Ra-226 activity that may be present in the sediment), the ICs prohibit dredging unless performed subject to an approved Sediment Management Plan”

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	<p>transfer. First, if EMB determines SPL cannot be released for unrestricted use, the City of Alameda (“City”) will need to obtain from CDPH’s Radiologic Health Branch (“RHB”) a radiologic materials license or an exemption from the license obligation, or risk being in violation of the Radiation Law for possessing radiologic materials without a license or exemption upon title transfer. Furthermore, the City’s application for an exemption or license (if necessary) will include notice to RHB that the City’s reuse of SPL will include construction of a ferry terminal and marina in the northeast corner and along the eastern edge of the SPL. The City may choose to build these features by relocating sediment from one place to another along the bottom of the SPL, or it may dispose of such sediment offsite. Also, the City may conduct sediment dredging for maintenance and other purposes, again with final sediment placement in the SPL or offsite.</p> <p>Given the obligations of the Navy and EPA under CERCLA and the NCP to anticipate the City’s anticipated future use of part of the SPL for these purposes, and to select a remedy that reasonably accommodates that future use, and in anticipation of conditions the RHB will otherwise require as part of the license or license exemption process, the City proposes that the Navy, EPA, RHB and the City negotiate the terms of a sediment management plan (“SMP”) for SPL with protocols for the future excavation/ dragging, handling and final placement of any remaining unexcavated SPL sediment and residual RDs, possibly including the disposal of such sediment and RDs without further remediation, whether dragged and placed along the bottom of the other side of the SPL or if disposed of aquatically. Once approved</p>	

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	<p>by all agencies, that SMP should be added to the Navy’s ROD for the SPL through an Explanation of Significant Differences (“ESD”), as has been done at IR Site 16 (see Draft FOST, pp. 8-9), to reflect the unexpected discovery of the RDs and the updated remedial strategy to address those RDs remaining in SPL sediments, both in situ and in case of future dredging or dragging in connection with the City’s planned reuse of SPL. If the Site is not released for unrestricted reuse by EMB, then the statement at p. 18 of the draft FOST that “existing requirements for sediment disposal are protective if future dredging is performed” appears to insufficiently address the full scope of human health and environmental concerns potentially presented by the residual RDs if dredged, and the remedial actions potentially required to mitigate them. Those potential health concerns and additional remedial actions would be better and more directly addressed now through a site-specific SMP vetted and approved by all relevant agencies and made part of the SPL remedy through an ESD, as proposed above.</p>	
16	<p>§5.1 CERCLA, p. 20: In first sentence, replace “property” with “FOST Parcel.”</p>	<p>16. Comment incorporated.</p>
17	<p>§5.1.1 CERCLA Sites with Remedial Action Complete, p. 20: Draft FOST refers to [“ASSUMES RESPONSE COMPLETE AT IR SITE 17”] and “[ASSUMES NO RESTRICTIONS AT IR 17”]. Neither assumption may be correct per above discussion. May need to be revised, and add a Section 5.1.3 to refer to a SPL SMP.</p>	<p>17. See Response to City Comment #15, above. The text will be revised to reflect the impact of the Site 17 ESD and LUC RD on the FOST Parcel.</p>

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18	5.1.2 Marsh Crust, p. 20, 1 st paragraph, last sentence: The remedy selected in the 2001 Marsh Crust RAP/ROD applies to “the marsh crust and former subtidal area”, which is depicted in Figure 4 of the RAP/ROD. IR Site 34 is not included in the marsh crust and former subtidal area. Please consider appending “, except IR Site 34” to the subject sentence, and revising FOST Figure 10 accordingly.	18. Comment incorporated. Site 34 is not in the footprint of the Former Subtidal Area and Tidal Marshland as shown on Figure 4 in the RAP/ROD. However, the “City of Alameda Ordinance No. 2824, Alameda Municipal Code Chapter XIII, Section 13-56” (dated June 2000), shows that IR Site 34 is subject to the Marsh Crust/Subtidal Restriction.
19	§ 5.2 Petroleum Products and Derivatives, p. 21: In the last paragraph regarding federal quitclaim deeds for transfers of property that includes open petroleum sites, to remove ambiguity, language should be added to make clear that although the property where these sites are located will be enrolled in the City Program and work will be conducted pursuant to a soil/groundwater management plan acceptable to the Water Board, “such regulatory closure remains the Navy’s responsibility and will be obtained at Navy direction or by negotiating an agreement with the transferee to complete these actions on behalf of the Navy.”	19. Comment incorporated. A sentence was added at the end of the paragraph and the text was revised to read: “...plan is acceptable to the Water Board, in accordance with the City Program. However, such regulatory closure remains the Navy’s responsibility and will be obtained at Navy direction or by negotiating an agreement with the transferee to complete these actions on behalf of the Navy.”
20	6.2.4 IR Site 23, pp. 24 & 25, sentence that spans the page break: The remedy selected in the 2001 Marsh Crust RAP/ROD applies to “the marsh crust and former subtidal area”, which is depicted in Figure 4 of the RAP/ROD. A portion of IR Site 23 is not included in the marsh crust and former subtidal area. Please consider prefacing the subject sentence with “A portion of”.	20. Comment incorporated. The text spanning pages 24-25 was revised to read: “A portion of IR Site 23 includes areas where the Marsh Crust is known to exist...” [now on p. 26]

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21	§ 6.2.4 IR Site 23, pp. 24-25: In second paragraph, please clarify whether two OWSs referenced have been removed or not.	21. Comment incorporated. The test was revised to include this sentence: <i>“Navy Public Works pressure-washed the oil water separators and sealed the surface access ways prior to base closure.”</i> [now on p. 31]
22	§ 6.2.5 IR Site 27, p. 25 First sentence, change to read that IR Site 27 is located “adjacent to” [not “in”] the southeastern portion of Seaplane Lagoon.	22. Comment incorporated. The text was revised to read: “IR Site 27, the Dock Zone, is located southeast of IR Site 17 and northeast of IR Site 24; it is 15.8 acres in size.”
23	6.2.9 Petroleum Sites, p. 32, 2 nd sentence of AOC 3 (EDC 12) and AOC 5 (EDC 12) sections: The text states that “no further action is required” for each of the AOCs. However, the Navy has referred both of these AOCs to the Petroleum Program for evaluation of petroleum contamination. Please consider appending “for the CERCLA Program” to the subject sentence and adding following it with the sentence: “However, these sites have been transferred to the Alameda Point Petroleum Program to evaluate petroleum contamination.”	23. Comment incorporated. The text was revised to read: AOC 3: “The FOST Parcel is not expected to be impacted by any releases from this site. The Final SI Addendum for EDC 12 concluded that no further action is required under CERCLA (CH2MHill 2014), but because of petroleum compounds in soil exceeded residential screening values, AOC 3 was transferred to the Alameda Point Petroleum Program for evaluation. The entire site was within the 2013 FOST Parcel.” AOC 5: “The FOST Parcel is not expected to be impacted by any releases from this site. The Final SI Addendum for EDC 12 concluded that no further action is required under CERCLA (CH2MHill 2014), but because petroleum compounds in soil exceeded residential screening values, AOC 5 was transferred to the Alameda Point Petroleum Program for evaluation. The entire site was within the 2013 FOST Parcel.”

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24	Attachment 3: Hazardous Substances Notification Table Entry for IR Site 17 should note probability of additional RAs being located in remaining undredged SPL sediment and proposed revision to the remedy to reflect preparation and adoption of a SMP.	24. Footnote for IR Site 17: “No hazardous substances are known, but there is a potential for some fragments/items with radioluminescent paint to be present in the sediment based on items found during the dredging conducted for the remediation. Under CERCLA, there is no unacceptable risk associated with these potential items. A ROD ESD and LUC/RD have been prepared to ensure proper disposal of these items if removed from the SPL sediments.”
25	Table 3: CERCLA Status: Status should reflect proposed revision to the remedy to reflect preparation and adoption of a SMP.	25. See response to City comment 15. The status of Site 17 does not need to be updated in Table 3, but the references for the “response complete” status will be updated to include the final RACR for Site 17, the ROD ESD and LUC/RD, which are still pending. The ESD and LUC/RD will be finalized prior to FOST signatures.
26	Table 5: Storage Tank Status, Table 6: RCRA Unit Status: On these tables, many of the storage tanks and RCRA units that are associated with other sites, for example CAAs, have “See Associated Site” as the entry under the Status column heading. This entry may give the impression that the storage tank or RCRA unit is to be closed with the associated site. However, the closure strategy the Water Board and the Navy are utilizing is to first close discrete sites within a CAA followed by separate closure of the CAA itself. Please consider replacing “See Associated Site” with the appropriate status, which in most cases is “Open”.	26. Comment incorporated. Tables 5 and 6 were revised to reflect the current status of the storage tanks and RCRA units as either “Open” or “Closed”.

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Comments from James Fyfe, Department of Toxic Substances Control, Hazardous Substance Engineer - dated June 27, 2014		
Comment No.	Comment	Response
1	Page 1, Section 2.0, second paragraph: “The FOST Parcel consist of seven sites, including five Installation Restoration (IR) sites: 16, 17, 24, 34, and portions of 3...” should be corrected to state: “The FOST Parcel consist of seven sites, including five Installation restoration (IR) sites: 16, 17, 24, and portions of 3 and 34...” Make the same correction on Page 6, second paragraph from top.	1. Comment incorporated. Two additional IR Sites have been added to the FOST Parcel (see Navy Initiated Change above). The text on pages 1 and 6 was revised to read: “The FOST Parcel consists of nine sites, including seven Installation Restoration (IR) sites: 3, 16, 17, and 30 and portions of 24, 25 and 34;...”
2	Page 2, Section 3.0, first paragraph: “...the State of California Department of Health Services (now referred to as the California Department of Toxic Substances Control [DTSC])...” should be corrected as: “the state of California Department of Health Services Toxic Substances Control Program (now referred to as California Department of Toxic Substances Control [DTSC])...”	2. Comment incorporated. The text was revised to read: “In September 1992, the Navy, the State of California Department of Health Services Toxic Substances Control Program (now referred to as California Department of Toxic Substances Control [DTSC]), ...”

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3	<p>At this time, there are several sites in the FOST Parcel for which there is no concurrence that remedial actions are complete. The sites and their respective status for each site are as follows:</p> <p>a) OU-1, IR Site 16: Currently the Navy is requesting that the Record of Decision for Site 16 Groundwater be modified via and Explanation of Significant Difference (ESD) due to the Beneficial Use Exception (BUE) being granted by the Water Board for groundwater at Site 16. With the BUE, RGs [remedial goals] are revised from MCLs [maximum contaminant levels] to a higher calculated value based on the risk of inhalation from vapor intrusion. The ICs that were developed as a final remedy for Site 16 remain unchanged but the levels of contamination that require the ICs to remain in force will be increased.</p>	<p>3a. Comment acknowledged. The Site 16 ESD <i>was completed in September 2015.</i></p>
3	<p>b) OU-4B, IR Site 17: The Navy has issued a draft final Remedial Action Completion Report (RACR) for Site 17. There are still remaining issues related to radiological contamination at Site 17. Numerous small radiologically contaminated devices were discovered in the Seaplane Lagoon during dredging and it is assumed that similar devices remain scattered throughout the lagoon. As a result, unrestricted radiological release of Seaplane Lagoon is not possible. Also, the Navy is seeking unrestricted release of portions of the</p>	<p>3b. Comment acknowledged. The Navy is preparing a ROD ESD and LUC/RD for Site 17 to address potential future dredging. The Site 17 RACR, ESD, and LUC/RD will be finalized prior to transfer.</p> <p>The lagoon shoreline is not part of the parcel in this FOST.</p>

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	lagoon shoreline (radiological anomaly area, storm drain outfalls, and shore survey units).	
3	c) OU-2B, IR Site 3 (portion): Site 3 contains two lead-contaminated areas and one cobalt-contaminated area. The lead sites are excluded from the FOST Parcel and will be transferred at a later date after remedial action (excavation and replacement of contaminated soil) is completed. The remedy for cobalt in Site 3 is institutional controls (ICs). The ROD for OU-2B is currently in draft final form and the remedial design is in preliminary form.	3c. Comment acknowledged. The OU-2B ROD was finalized in March 2015, and all of Site 3, not just a portion, is now included in the FOST Parcel. The OU-2B Soil RACR and the LUC RD will be complete prior to completion of the FOST.
3	d) AOC 1 and AOC 6: The Amended Site Inspection Report for EDC 12, which includes AOC 1 and AOC 6, has not yet been finalized and the regulators have not yet concurred with the Navy's determination that no further action is required for AOC 1 and AOC 6.	3d. In accordance with the Alameda FFA document review process, The Addendum to Final Site Inspection Report Transfer Parcel EDC-12 concluding no further action for AOC-1 and AOC-6 was submitted in August 2014 and accepted by the agencies.

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3	e) Pier 3 (located in IR Site 24): The Navy completed a cleanup of radioactive contamination on Pier 3 and issued a free release determination in 1996. A Final Status Survey Report (FSSR) was finalized in October 2013 recommending no further action in the area. California Department of Public Health, Environmental Management Branch has yet to concur with the FSSR and issue a Recommendation for Unrestricted Radioactive Release for Pier 3.	3e. Comment acknowledged. Site 24 is a sediment site which does not include structures (i.e. Pier 3). The TERM-1 Parcel includes the landside base and almost half of Pier 3. The entirety of Pier 3 reverted to the City of Alameda when the Navy's lease of TERM-1 was terminated. The FSSR (October 2013) was finalized resolving agency comments in accordance with the Alameda FFA document review process, and concluded no further action is required for Pier 3 .
4	Will finalization of the FOST Phase 2 be delayed until remedial action is completed or "operating properly and successfully" (with concurrence from regulators) for all sites contained in the FOST Parcel?	4. The FOST Phase 2 may be further delayed or sites removed (or added) such that all sites contained in the FOST Parcel have remedial action completed or are determined to be OPS prior to completion of the FOST. The Navy anticipates that all sites will have remedial actions completed prior to publication of the final FOST Phase 2 as currently scheduled.

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1	DTSC’s October 2011 Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air is applicable and we expect the guidance to be considered and implemented for all FOST parcels being transferred.	1. The vapor intrusion pathway is evaluated as part of the restoration process. DTSC guidance is considered in the restoration process and implemented where appropriate.
2	<p>The term “beneficial use exception” cited in several locations in the report should be changed to “exception to sources of drinking water policy.” As an example, under Section 4.1.1 IR Site 30 (OU-2B), the last paragraph of page 10 should be changed to:</p> <p>“By letter dated August 6, 2012, the Navy provided information demonstrating that groundwater under the portions of IT Site 3 identified above meet State Water Board Resolution NO. 88-63 and Regional Water Board Resolution NO. 89-39, “Sources of Drinking Water,” exception criteria (a) and (c): proximity to San Francisco Bay and potential for salt water intrusion, high salinity, current county restrictions on well installation in shallow groundwater, and potential for surface runoff to contaminate groundwater (Navy 2012a). The regulatory agencies concurred with the Navy’s assessment (Water Board 2012a, USEPA 2012b). As a result, standards for cleanup are based upon protection of ecological resources and human health, by both direct and indirect exposures.”</p> <p>See also page 9 and page 12, and revised as needed.</p>	<p>2. Comment incorporated as below with minor variances noted in italics.. The term “beneficial use exception” was removed from the OU-2B ROD, and the FOST was revised to use the suggested language throughout.</p> <p>“By letter dated August 6, 2012, the Navy provided information demonstrating that groundwater <i>in the southeast portion of the base, including all of IR Site 3,</i> meets State Water Board Resolution No. 88-63 and Regional Water Board Resolution No. 89-39, “Sources of Drinking Water,” exception criteria (a) and (c). <i>Information presented included</i> proximity to San Francisco Bay and potential for salt water intrusion, high salinity, current county restrictions on well installation in shallow groundwater, and potential for surface runoff to contaminate groundwater (Navy 2012a). The regulatory agencies concurred with the Navy’s assessment (Water Board 2012a, USEPA 2012c). <i>Therefore, it is unlikely that shallow groundwater will be used as a municipal water supply</i></p>

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3	As for any of the properties being considered for a FOST transfer please indicate whether, or not, the IR site is located above any known tarry refinery waste (TRW) areas. For any area located above TRW with contaminant concentrations that create, or threaten to create, a condition of pollution or nuisance that is harmful to human health or the environment, and if the TRW has been or will be evaluated and closed under CERCLA and not the Petroleum Program, then the FOST must state that the State will continue to regulate the TRW, including requiring additional site investigation, cleanup, and/or institutional controls under Water Board authority.	3. This FOST does not include property with TRW. Property adjacent to the FOST Parcel, which transferred in 2013, includes OU-2A where TRW is present.
4	Section 4.1.2 – IR Site 16 (OU-1) – The report states “No COCs were identified in the RI report for soil under any of the IR Site 16 scenarios based on the human health risk assessment (HHRA).” Even though this report pertains to CERCLA hazardous waste issues, if there is soil or groundwater contamination of petroleum above residential and/or commercial cleanup goals, please state this also. If a petroleum cleanup is needed, please include this site in Table 4- Petroleum Program.	4. <i>Petroleum Program Site CAA 9B is located within IR Site 16 and is included in Table 4 as a closed petroleum site. CAA 9B was closed along with IR Site 16 through the OU-1 ROD ESD (Navy 2015d).</i>
5	Section 4.2.1 – Open Petroleum Program Sites – AST 331 is described in this section as a closed site. However, it is not listed as a closed site in Section 4.2.5 – Closed Sites. Please review and correct if needed.	5. Comment incorporated. AST 331 was added to the list of closed sites under 4.2.5. It is also listed on Table 5 as closed with agency concurrence.

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6	Section 4.2.1 – Open Petroleum Program Sites – Please consider the first section to read: “The Petroleum Program sites within the FOST Parcel discussed in this section are open and will be transferred prior to obtaining regulatory closure subject to the restrictions discussed in Section 5.2. The open sites are those with...”	6. Comment incorporated. The text was revised to read: “The Petroleum Program sites within the FOST Parcel discussed in this section are open and will be transferred prior to obtaining regulatory closure subject to the restrictions discussed in Section 5.2. The open sites are those with...”
7	Section 4.2.1 Open Petroleum Program Sites - Please change “The Petroleum Program sites within the FOST Parcel discussed in this section are open” to “The Petroleum Program sites within the FOST Parcel discussed in this section are open and will be transferred prior to obtaining regulatory closure subject to the restrictions discussed in section 5.2. The open sites are those with...”	7. Comment incorporated.
8	Section 4.2.1 – Open Petroleum Program Sites – CAA-03B & CAA-03C – Please cite source reports describing characterization and that provide representative soil and groundwater data. In addition, unless this Water Board has agreed to a “No Further Action” for a site, please delete statements that assert that “no source contamination remains” from the FOST.	8. Comment incorporated. See Response to City Comment #11, above, for text revisions to CAA-03(A, B, and C). A citation (Shaw E&I 2013) was added at the end of the new paragraph under 4.2.1, Open Petroleum Sites, describing CAA03. The text saying “the site has been characterized and there is no source remaining,” was deleted.

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9	<p>Section 4.8 Pesticides – Please correct the typo on p. 20 in reference to Title 42; the appropriate code citing should be section 9620 not 06720. Section 9620 provides that a deed of transfer shall contain: (ii) a covenant warranting that –</p> <p>(I) All remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of such transfer, and</p> <p>(II) Any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States.</p>	9. Comment incorporated. The typo was corrected.																								
10	<p>Section 5.0 Summary of Restrictions – The report indicates that ICs will be prepared. Comment: Even though the ICs may be prepared independent of the FOST, we request to review the full deed restriction document prior to Water Board final concurrence with the FOST.</p>	10. Comment acknowledged. The Water Board will be provided a review copy of the proposed deed restrictions when the deeds are drafted; however, please note deeds are not drafted prior to the Final FOST.																								
11	<p>Section 6.1 EnviroStor and Geotracker Listed Sites – Please delete sentence as underlined below:</p> <p>“Two sites including eight USTs, USTs 173-1 through 173-3 and USTs 13-1 through 13-5, shown as located east of Main Street, are part of Former NAS Alameda. <u>However, the location is inaccurate and the status is not current in GeoTracker.</u> Site closure letters have been issued by the Water Board for each of these sites, and the USTs are <u>actually</u> located west of Main Street, but outside of the FOST Parcel. These two sites with eight USTs are not expected to impact the FOST Parcel.”</p>	<p>11. Comment incorporated. The latitudes and longitudes for the USTs are provided here for the Water Board’s use in GeoTracker:</p> <table border="1"> <thead> <tr> <th>ENVUST_ID</th> <th>POINT_X</th> <th>POINT_Y</th> </tr> </thead> <tbody> <tr> <td>UST 13-1</td> <td>-122.29771556800</td> <td>37.78150336350</td> </tr> <tr> <td>UST 13-2</td> <td>-122.29772382200</td> <td>37.78146835270</td> </tr> <tr> <td>UST 13-3</td> <td>-122.29772606000</td> <td>37.78143642780</td> </tr> <tr> <td>UST 13-4</td> <td>-122.29773673300</td> <td>37.78137690580</td> </tr> <tr> <td>UST 13-5</td> <td>-122.29768344700</td> <td>37.78137310360</td> </tr> <tr> <td>UST 173-1</td> <td>-122.29190024700</td> <td>37.78067628840</td> </tr> <tr> <td>UST 173-2</td> <td>-122.29186735500</td> <td>37.78067140450</td> </tr> </tbody> </table>	ENVUST_ID	POINT_X	POINT_Y	UST 13-1	-122.29771556800	37.78150336350	UST 13-2	-122.29772382200	37.78146835270	UST 13-3	-122.29772606000	37.78143642780	UST 13-4	-122.29773673300	37.78137690580	UST 13-5	-122.29768344700	37.78137310360	UST 173-1	-122.29190024700	37.78067628840	UST 173-2	-122.29186735500	37.78067140450
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ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

Document Title: Draft Finding of Suitability to Transfer Phase 2, Former Naval Air Station, Alameda, California (May 2014)

Comments from George Leyva, Project Manager, Regional Water Quality Control Board - dated June 30, 2014		
Comment No.	Comment	Response
	Comment: If there is an error on GeoTracker we should try to fix it rather than state in this report that GeoTracker is not correct. The locations on GeoTracker are easily correctable but we need exact latitude and longitude information which originate with the discharger/responsible party.	<p>UST 173-3 -122.29187689400 37.78062497530</p> <p>Conversations between the Navy and Water Board indicate that USTs 173-1, -2, and -3 were not formally closed. The text was rewritten as follows (<i>italics identify updated text</i>):</p> <p>“Two sites including eight USTs, <i>USTs 13-1 through 13-5 and USTs 173-1 through 173-3</i>, are part of Former NAS Alameda. Site closure letters were issued by the Water Board for USTs 13-1 through 13-5 in 2001, and USTs 173-1, -2, and -3 <i>in 2014</i>. The USTs are located west of Main Street, but outside of the FOST Parcel. These two sites with eight USTs are not expected to impact the FOST Parcel.”</p>
12	Section 6.2.1 IR Site 4 – “The 100-foot IC buffer for the OU-2B groundwater plume beneath IR Site 4 impinges on the FOST Parcel.” Comment: If the IR Site 4 overlaps onto FOST property, then that portion of the FOST should be “carved out” and retained for further remedy.	12. Comment acknowledged. However, the OU-2B plume buffer zone is not an area where groundwater contains contaminants above remediation goals. The institutional controls associated with the buffer zone are included in the OU-2B LUC RD, which will be finalized prior to transfer.
13	Section 6.2.2 IR Site 11 – The report refers to the OU-2B ROD – Please add a reference for this document.	13. Comment incorporated. Reference to the OU-2B Final ROD dated March 2015 has been added.

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14	Section 6.2.8 Radiological Sites – Seaplane Apron drying pad – The report states that a survey will be done when the drying pad is removed. Please state in this section that any previously undiscovered radiological contamination is a “Navy Retained Condition” and will be cleaned up as directed by DTSC/CADPH.	14. <i>Comment acknowledged. The report was revised to clarify the status of this area: The work was completed in accordance with the Site 17 RAWP and with the contractor’s RAD license. All work was conducted with CDPH-RHB oversight. Upon completion of the work the drying pad was removed and a radiological survey was conducted (Appendix Z to the Site 17 RACR) to confirm that drying pad activities did not contaminate the underlying surface, allowing down posting of the Radiologically Controlled Area (RCA). This portion of the property will not be transferred to the city at this time (Navy is retaining ownership of the area associated with the drying pad).</i>
15	Section 6.2.9 Petroleum Sites – AOC-23, please add the word “and” in this sentence – “This site consists of petroleum site AOC 23 <u>and</u> a 1,3-dichloroethane plume...”	15. Comment incorporated. The text was revised to read: “This site consists of petroleum site AOC 23 and a 1,3-dichloroethane plume...”
16	Section 6.2.9 Petroleum Sites – CAA-11A & 11B – The report states “The Water Board was provided a Summary Closure Report for these petroleum sites in October of 2011 (Navy 2011b). The Water Board has not issued NFA concurrence for these sites as of the date of this FOST.” Comment: Several of these sites may have already been closed. Please review your records and express the current status of those closures.	16. Comment acknowledged. The Tables have been updated in accordance with current status.
17	In the paragraph regarding AOC 3 and AOC 5 (EDC 12), on page 32, where the report states “no further action is required” please change the sentence to read “no further action is required for CERCLA related contamination. Any petroleum related cases will be cleaned up separate from	17. See Response to City of Alameda Comment # 23, above. AOCs 3 and 5 are adjacent sites and Table 4 addresses sites within the FOST Parcel; therefore AOCs 3 and 5

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Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

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Comments from George Leyva, Project Manager, Regional Water Quality Control Board - dated June 30, 2014		
Comment No.	Comment	Response
	CERCLA activities.” Also, please include these sites on Table 4 Petroleum Program.	were not added to Table 4.

ATTACHMENT 1. RESPONSES TO REGULATORY AGENCY COMMENTS

Finding of Suitability to Transfer Phase 2 - Former NAS Alameda

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Attachment 2: Hazardous Substances Notification Table

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ATTACHMENT 2: HAZARDOUS SUBSTANCES NOTIFICATION TABLE

Finding of Suitability to Transfer Phase 2, Former NAS Alameda

Identification ^a	Media/Description	Hazardous Substance ^{b,c}	Reportable Quantity (lbs) ^b	CAS Number	RCRA Waste Code ^b	Quantity Stored, Released, or Disposed ^d	Date Stored, Released, or Disposed ^d	Stored (S), Released (R), or Disposed (D)	Action Taken ^e
IR Site 3	Soil	Cobalt	NA	NA	NA	Unknown	Unknown	R	Between 1991 and 2008, a series of soil and groundwater investigations were conducted at the site. The OU2B ROD, which includes IR Site 3, was signed in 2015. The ROD selected ICs for cobalt-impacted soil and excavation of lead impacted soil. The excavation work has been completed. No action is required for other soil within IR Site 3. No remedial action is required for groundwater at IR Site 3; however, ICs associated with a VI buffer zone for the OU-2B plume to the south of IR Site 3 extend into IR Site 3. All ICs are in place.
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
IR Site 16	Soil	Lead	10	7439-92-1	NA	Unknown	Unknown	R	Between 1990 and 2009 a series of soil and groundwater investigations and removal actions were conducted at the site in correlation with OU-1. The OU-1 ROD selected the remedial action of soil excavation and off-site disposal, which was conducted from November 2009 to July 2010. The ROD selected remedial action of ISCO/Bioremediation, monitored natural attenuation and ICs for groundwater. The RACR for soil remedial action documents that the RAOs have been met and the action is complete. The ESD for groundwater documents that RAOs have been met for groundwater.
		Chlordane	1	57-74-9	U035	Unknown	Unknown	R	
		Dieldrin	1	60-57-1	P037	Unknown	Unknown	R	
		Heptachlor	1	76-44-8	P059	Unknown	Unknown	R	
		Heptachlor Epoxide	1	1024-57-3	NA	Unknown	Unknown	R	
		PCBs	1	1336-36-3	NA	Unknown	Unknown	R	
	Groundwater	Nickel	100	7440-02-0	NA	Unknown	Unknown	R	
		1,3-Dichlorobenzene	100	541-73-1	NA	Unknown	Unknown	R	
		1,4-Dichlorobenzene	100	106-46-7	U072	Unknown	Unknown	R	
		Cyanide	NA	57-12-5	NA	Unknown	Unknown	R	
		Tetrachloroethene	100	127-18-4	U210	Unknown	Unknown	R	
Trichloroethane	100	79-01-6	U228	Unknown	Unknown	R			
Vinyl chloride	1	75-01-4	U043	Unknown	Unknown	R			

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IR Site 17	Sediment	Cadmium	10	7440-43-9	NA	Unknown	Unknown	R	Between 1993 and 2013, various investigations and removal actions were conducted at IR Site 17. A TCRA was conducted between October 2008 and December 2009 to remove debris piles along the shoreline. Between July 2008 and September 2010, another TCRA was conducted for IR Sites 5 and 10, which included the stormwater lines that discharge into the lagoon. Between January 2011 and 2013, dredging removed contaminated sediment in the northeast and northwest corners of the site; the dredge spoils were dried, radiologically surveyed, sampled, and properly disposed. During sediment processing, 51 radiological devices with Radium 226 activity were removed and properly disposed. The RACR documents that the RAOs from the ROD have been met. No hazardous substances are known to remain on site, but there is a potential for some fragments/items with radioluminescent paint to be present in the sediment based on items found during the dredging conducted for the remediation. Under CERCLA, there is no unacceptable risk associated with these potential items. ICs for future sediment management were added to the remedy via a ROD ESD and LUC RD to ensure proper disposal of these items if removed from the Seaplane Lagoon sediments. Remedial action is complete.
		Chromium	5,000	7440-47-3	NA	Unknown	Unknown	R	
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
		PCBs	1	1336-36-3	NA	Unknown	Unknown	R	
		Dichlorodiphenyltrichloroethane (DDT)	1	50-29-3	NA	Unknown	Unknown	R	
		Dichlorodiphenyldichloroethane (DDD)	1	72-54-8	NA	Unknown	Unknown	R	
		Dichlorodiphenyldichloroethene (DDE)	1	72-55-9	NA	Unknown	Unknown	R	
		Radium 226	0.1 Ci	7440-14-4	NA	Unknown	Unknown	R	
IR Site 24	Sediment	Cadmium	10	7440-43-9	NA	Unknown	Unknown	R	Sediment sampling was conducted in 1997, 2005, and 2006. No human health risks were identified, but the northeastern corner of the site was identified as an area of ecological concern. The ROD selected sediment removal via dredging to remediate the area of ecological concern. The remedial action occurred between December 2011 and June 2012. The RACR documents that the RAOs have been met and remedial action is complete.
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
		PCBs	1	1336-36-3	NA	Unknown	Unknown	R	
		Dichlorodiphenyltrichloroethane (DDT)	1	50-29-3	NA	Unknown	Unknown	R	
		Dichlorodiphenyldichloroethane (DDD)	1	72-54-8	NA	Unknown	Unknown	R	
		Dichlorodiphenyldichloroethene (DDE)	1	72-55-9	NA	Unknown	Unknown	R	

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IR Site 25	Soil	PAHs	NA	NA	NA	Unknown	Unknown	D	Between 1994 and 2005, a series of soil and groundwater investigations were conducted at the site. These investigations concluded that metals in the soil are present at concentrations consistent with background levels, but PAHs were identified as COCs in IR Site 25 soil. The PAHs are not related to a Navy release but appear to be associated with contaminated fill placed at the site prior to the Navy obtaining the property. Two TCRA's were conducted in 2000 and 2001-2002 to address PAHs in IR Site 25 soil. Over 66,700 cubic yards of soil was removed during the TCRAs and disposed off site; then clean topsoil was added to return the excavated areas to grade. The ROD for IR Site 25 soil was signed in 2007 and selected ICs for soil beneath structures and at depths greater than 4 feet bgs. Groundwater at IR Site 25 is part of the OU5/FISCA IR-02 groundwater discussed below. In 2015 a ROD Amendment recommended NFA for OU5/FISCA IR-02 Groundwater with regulatory concurrence. Remedial action is complete.
IR Site 30	Soil	PAHs	NA	NA	NA	Unknown	Unknown	D	Between 1994 and 2005, a series of soil and groundwater investigations and a removal action for soil were conducted at the site. The TCRA was completed at IR Site 30 in 2004 to address PAHs in soil associated with contaminated fill placed at the site prior to the Navy obtaining the property. The TCRA also removed Aroclor 1254, cadmium, chromium, copper, and lead present in one boring location. Following the TCRA, risk assessment results showed that there is no unacceptable risk for school, daycare, residential, or other land uses. The ROD for IR Site 30 soil was signed in 2009 and selected NFA for soil. Groundwater at IR Site 30 is part of OU5/FISCA IR-02 groundwater. In 2015 a ROD Amendment recommended NFA for OU5/FISCA IR-02 Groundwater with regulatory concurrence.
		Aroclor 1254	1	11097-69-1	NA	Unknown	Unknown	R	
		Cadmium	10	7440-43-9	NA	Unknown	Unknown	R	
		Chromium	5,000	7440-47-3	NA	Unknown	Unknown	R	
		Copper	5,000	7440-50-8	NA	Unknown	Unknown	R	
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	

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OU5/FISCA IR-02	Groundwater	Benzene	10	71-43-2	U019	Unknown	Unknown	R	Between 1988 and 2013, a series of environmental investigations and a remedial action were conducted for shallow groundwater at OU-5/FISCA IR-02. Benzene and naphthalene are the COCs; there is stratification, with the highest concentrations located at depths adjacent to the Marsh Crust. A ROD for the shallow groundwater was signed in 2007; the selected remedy was biosparging with soil vapor extraction in the plume centers, monitored natural attenuation, and ICs. Biosparge wells screened at the Marsh Crust were installed between 2008 and 2009. Operation of the treatment system began in 2009 and ended in 2013. Following evaluation of potential vapor intrusion using current methodologies and toxicities and indoor air sampling conducted in 2013, a ROD Amendment documenting that NFA is required for shallow groundwater was signed in 2015.
		Naphthalene	100	91-20-3	U165	Unknown	Unknown	R	
IR Site 34	Soil	Arsenic	1	7440-38-2	NA	Unknown	Unknown	R	A series of soil and groundwater investigations were conducted between 1993 and 2010. The ROD documented NFA for groundwater because groundwater is not a source of drinking water. The ROD selected excavation and off-site disposal for impacted soil. No groundwater COCs were identified. The soil remedial action was conducted between May 2013 and June 2013. The RACR documents that the RAOs have been met and remedial action is complete.
		Lead	10	7439-92-1	NA	Unknown	Unknown	R	
		PCBs	1	1336-36-3	NA	Unknown	Unknown	R	
		Dieldrin	1	60-57-1	P037	Unknown	Unknown	R	
	Groundwater	Heptachlor Epoxide	1	1024-57-3	NA	Unknown	Unknown	R	
		Arsenic	1	7440-38-2	NA	Unknown	Unknown	R	
		Manganese	NA	NA	NA	Unknown	Unknown	R	
		1,2-Dichloroethane	100	107-06-2	U077	Unknown	Unknown	R	
AOC 1	Soil	1,2-Dichloropropane	1000	78-87-5	U083	Unknown	Unknown	R	
		Chromium	5000	7440-47-3	NA	Unknown	Unknown	R	
		Trichloroethene	100	79-01-6	U228	Unknown	Unknown	R	
AOC 6	Soil	Cobalt	NA	NA	NA	Unknown	Unknown	R	Results of samples collected in December 2013 did not exceed screening criteria, therefore, NFA required. (CH2MHill 2014)
		Arsenic	1	7440-38-2	NA	Unknown	Unknown	R	
Annex Area 37/M10 (AOC 1)	Covered, bermed storage area	Hexavalent Chromium	NA	18540-29-9	NA	Unknown	Unknown	R	Results of samples collected in December 2013 did not exceed the risk management range, therefore, NFA required. (CH2MHill 2014)
		Toluene	1,000	108-88-3	U220	Unknown	Unknown	S	
		Methyl Ethyl Ketone	5,000	78-93-3	U159	Unknown	Unknown	S	
		1,1,1-Trichloroethane	1,000	71-55-6	U226	Unknown	Unknown	S	
		Methylene chloride	1,000	75-09-2	U080	110,994	Unknown	S	
		Mercury	1	7439976	NA	Unknown	Unknown	S	
Beryllium	10	7440-41-7	P015	Unknown	Unknown	S			

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AST 338-A1 (IR Site 16)	500 gallon	Propane	NA	74-98-6	NA	Unknown	Unknown	S	NFA documented in 2007 ROD for OU1, tank was removed prior to 2002.
AST 584 (AOC 6)	15,000 gallon	Industrial Wastewater with corrosion resistant chemicals	Various	NA	NA	Unknown	Unknown	S	Results of samples collected in December 2013 indicated no further investigation or action was necessary. (CH2MHill 2014)
AST 608 (IR Site 16)	1,000 gallon	Waste Oil	Various	70514-12-4	NA	Unknown	Unknown	S	Site was investigated as part of the IR Site 16. The RACR for soil remedial action documents the RAOs have been met and the action is complete. The ESD for groundwater documents RAOs have been met.
UST 608-1 (IR Site 16)	600 gallon	Waste Oil	Various	70514-12-4	NA	Unknown	Unknown	S	Site was investigated as part of the IR Site 16. The RACR for soil remedial action documents the RAOs have been met and the action is complete. The ESD for groundwater documents RAOs have been met.
BOWTS (IR Site 24)	Bilge oily water treatment system	Waste Oil	Various	NA	NA	Unknown	Unknown	S	NFA from DTSC in letter dated June 22, 2005.
NADEP GAP 78 (IR Site 34)	Building 479	Paints	Various	NA	NA	Unknown	Unknown	S	NFA IR Site 34 RACR (ERS JV 2014)
		Naphtha	Various	8030-30-6	NA	Unknown	Unknown	S	
		Acetone	5,000	67-64-1	U002	Unknown	Unknown	S	
NADEP GAP 79 (IR Site 34)	Building 472	Blasting Grit	Various	NA	NA	Unknown	Unknown	S	NFA from DTSC in letter dated November 4, 1999. NFA IR Site 34 RACR (ERS JV 2014)
NAS GAP 10 (IR Site 3)	Building 112	Solvents	100	NA	NA	55 gallon	Unknown	S	NFA from DTSC in letter dated November 4, 1999. NFA OU2B ROD (Navy 2015a)
		Lubrication and hydraulic oils	Various	NA	NA	55 gallon	Unknown	S	
		Asbestos (double bagged)	1	1332-21-4	NA	Unknown	Unknown	S	
WD 608/OWS 608A/ OWS 608B (IR Site 16)	Building 608	Waste water	Various	NA	NA	Unknown	Unknown	S	Site was investigated as part of the IR Site 16. The RACR for soil remedial action documents the RAOs have been met and the action is complete. The ESD for groundwater documents RAOs have been met.
UST (R)-18/ NAS GAP 17 (IR Site 16)	AKA UST 608-1	Waste Oil	Various	70514-12-4	NA	Unknown	Unknown	S	Site was investigated as part of the IR Site 16. The RACR for soil remedial action documents the RAOs have been met and the action is complete. The ESD for groundwater documents RAOs have been met.
M-07 (IR Site 3)	Building 398 Turbine Accessory Shop	Solvents	100	NA	NA	15	Unknown	S	NFA per SWMU Evaluation Report (Tetra Tech EMI 2007)

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Building 112 (within IR Site 3 footprint)	Hydraulics; welding and wood finishing	Hydraulic Fluid	Various	NA	NA	Unknown	Unknown	S	Chemical storage was associated with hydraulic systems (hydraulic fluid), welding activities (acetylene, oxygen, and argon gases; cutting fluids; and lubricant oils), and wood finishing activities (paints, stains, varnishes, solvents, adhesives, cleaners, and various corrosive materials). No action necessary. Materials stored on site. No spills or releases reported.
		Acetylene Gas	Various	74-86-2	NA	Unknown	Unknown	S	
		Argon Gas	Various	7440-37-1	NA	Unknown	Unknown	S	
		Lubrication and hydraulic oils	Various	NA	NA	55 gallon	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Solvents	100	NA	NA	Unknown	Unknown	S	
		Corrosives	1,000	NA	NA	Unknown	Unknown	S	
Building 337 (within IR Site 3 footprint)	Paved chemical supply storehouse	Paints	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Adhesives	Various	NA	NA	Unknown	Unknown	S	
		Waste Oil	Various	NA	NA	Unknown	Unknown	S	
Building 222 (within IR Site 3 footprint)	Garden Shop	Chlorine	10	7782-50-5	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Muriatic Acid	5,000	7647-01-0	NA	Unknown	Unknown	S	
Building 517 (within IR Site 3 footprint)	Garden Shop	Pesticides	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
Building 398 (within IR Site 3 footprint)	Turbine Accessories Shop	PD-680 (Solvent)	NA	64742-96-7	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Mercury	1	7439976	NA	Unknown	Unknown	S	
		1,1,1-Trichloroethane	1,000	71-55-6	U226	Unknown	Unknown	S	
		Lubrication and hydraulic oils	Various	NA	NA	55 gallon	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Solvents	100	NA	NA	Unknown	Unknown	S	
		Acrylic Lacquer	Various	NA	NA	Unknown	Unknown	S	
		Acrylic Paint	Various	NA	NA	Unknown	Unknown	S	
Building 608 (within IR Site 16 footprint)	Auto Repair Facility	Lubrication Oil	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Solvents	100	NA	NA	Unknown	Unknown	S	
		Hydraulic Fluid	Various	NA	NA	Unknown	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Acetylene Gas	Various	74-86-2	NA	Unknown	Unknown	S	
CANS 338A (within IR Site 16 footprint)	Storage Facility	Solvents	100	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
CANS 338H (within IR Site 16 footprint)	Storage Facility	Petroleum Products	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.

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Finding of Suitability to Transfer Phase 2, Former NAS Alameda

Identification ^a	Media/Description	Hazardous Substance ^{b,c}	Reportable Quantity (lbs) ^b	CAS Number	RCRA Waste Code ^b	Quantity Stored, Released, or Disposed ^d	Date Stored, Released, or Disposed ^d	Stored (S), Released (R), or Disposed (D)	Action Taken ^e
Building 402 (within IR Site 16 footprint)	Maintenance Shop and Sand Blast Shelter	Aluminum Oxide	NA	1344-28-1	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Blasting Grit	Various	NA	NA	Unknown	Unknown	S	
		Cleaning Compounds	Various	NA	NA	Unknown	Unknown	S	
		Corrosives	1,000	NA	NA	Unknown	Unknown	S	
		Degreaser	Various	NA	NA	Unknown	Unknown	S	
		Ethylene Acetate	5000	141-78-6	U112	Unknown	Unknown	S	
		Hydraulic Fluid	Various	NA	NA	Unknown	Unknown	S	
		Paints	Various	NA	NA	Unknown	Unknown	S	
Building 510 (within IR Site 34 footprint)	Storage Facility	Petroleum Products	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Solvents	100	NA	NA	Unknown	Unknown	S	
		Arsenic	1	7440-38-2	NA	Unknown	Unknown	S	
Building 343 (within IR Site 34 footprint)	Sheet Metal Shop	Lead	10	7439-92-1	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Blasting Grit	Various	NA	NA	Unknown	Unknown	S	
Building 477 (within IR Site 34 footprint)	Paint Booth	Blasting Grit	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Paints	Various	NA	NA	Unknown	Unknown	S	
		Solvents	100	NA	NA	Unknown	Unknown	S	
Building 475 (within IR Site 34 footprint)	Bead Blast Area	Paint Waste	Various	NA	NA	Unknown	Unknown	S	No action necessary. Materials stored on site. No spills or releases reported.
		Blasting Grit	Various	NA	NA	Unknown	Unknown	S	
Building 476 (within IR Site 34 footprint)	Paint Storage	Paints	Various	NA	NA	Unknown	Unknown	S	None. Materials stored on site. No spills or releases reported.

Notes:

- a No chemicals were found to have been stored, disposed, or released within other areas of the FOST Parcel.
- b This table was prepared in accordance with 40 CFR 373 and 40 CFR 302.4. The substances which do not have chemical-specific break down (and associated annual reportable quantity) are not listed in 40 CFR 302.4, and therefore have no corresponding CAS number, no regulatory synonyms, no RCRA waste numbers, and no reportable quantities. Hazardous substances listed in this table were compiled based on known contamination at the sites and historic activities at specific locations.
- c The FOST Parcel may contain pesticide residue from pesticides that have been applied in the management of the property. The Grantor knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Grantor's position that it shall have no obligation under the covenants provided pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.
- d The quantity stored, released, or disposed, and the date stored, released, or disposed, is unknown because documentation related to storage, release, or disposal of these hazardous substances was not available during records searches for the property.
- e References listed in this section are included in FOST as part of Section 10 References

ATTACHMENT 2: HAZARDOUS SUBSTANCES NOTIFICATION TABLE

Finding of Suitability to Transfer Phase 2, Former NAS Alameda

Identification ^a	Media/ Description	Hazardous Substance ^{b,c}	Reportable Quantity (lbs) ^b	CAS Number	RCRA Waste Code ^b	Quantity Stored, Released, or Disposed ^d	Date Stored, Released, or Disposed ^d	Stored (S), Released (R), or Disposed (D)	Action Taken ^e
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Acronyms and Abbreviations:

AKA	Also known as					NAS		Naval Air Station Alameda	
AST	Aboveground storage tank					Navy		United States Department of the Navy	
AOC	Area of Concern					NFA		No Further Action	
bgs	Below ground surface					OU		Operable Unit	
CAS	Chemical Abstract System					OWS		Oil-Water Separator	
COC	Chemical of concern					PAH		Polycyclic Aromatic Hydrocarbons	
CFR	<i>Code of Federal Regulations</i>					PCB		Polychlorinated biphenyl	
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980					lbs		Pounds	
Cl	Curie					R		Released	
D	Disposed					RACR		Remedial Action Completion Report	
DDD	Dichlorodiphenyldichloroethane					RAOs		Remedial Action Objectives	
DDE	Dichlorodiphenyldichloroethylene					RCRA		Resource Conservation and Recovery Act	
DDT	Dichlorodiphenyltrichloroethane					RD		Remedial Design	
DTSC	Department of Toxic Substances Control					ROD		Record of Decision	
EDC	Economic Development Conveyance					S		Stored	
FISCA	Fleet and Industrial Supply Center Oakland, Alameda Facility/Alameda Annex					SWMU		Solid Waste Management Unit	
FOST	Finding of Suitability to Transfer					TCRA		Time Critical Removal Action	
GAP	Generator Accumulation Point					USEPA		United States Environmental Protection Agency	
IC	Institutional control					U.S.C.		United States Code	
IR	Installation Restoration					UST		Underground storage tank	
ISCO	In situ chemical oxidation					WD		Washdown area	
LUC	Land Use Control								
NA	Not available								
NADEP	Naval Aviation Depot								



**FINAL
LAND USE CONTROL REMEDIAL DESIGN
INSTALLATION RESTORATION SITE 17**

**ALAMEDA POINT
ALAMEDA, CALIFORNIA**

February 2016

**Department of the Navy
Base Realignment and Closure
Program Management Office West
San Diego, California**

Document Control Number: BPMOW-2016-0002

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ATTACHMENTS

- Attachment 1: IR Site 17 IC Compliance Monitoring Report and IC Compliance Certificate
- Attachment 2: Interested Parties for Land Use Control Remedial Design Distribution

ACRONYMS AND ABBREVIATIONS

ARRA	Alameda Reuse and Redevelopment Authority
Cal-EPA	California Environmental Protection Agency
CDPH	California Department of Public Health
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CRUP	Covenant to Restrict Use of Property
DON	Department of the Navy (United States)
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency (United States)
ESD	Explanation of Significant Differences
FFA	Federal Facility Agreement
IC	institutional control
IR	Installation Restoration
LUC	land use control
NAS	Naval Air Station
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
pCi/g	picocuries per gram
Ra	radium
RACR	Remedial Action Completion Report
RD	Remedial Design
Regional Water Board	Regional Water Quality Control Board, San Francisco Bay Region
RG	remediation goal
ROD	Record of Decision
SMP	Sediment Management Plan
TtEC	Tetra Tech EC, Inc.
UCL	upper confidence limit
USFWS	United States Fish and Wildlife Service

1.0 PURPOSE

This Land Use Control (LUC) Remedial Design (RD) for Installation Restoration (IR) Site 17 at Alameda Point, Alameda, California addresses the institutional control (IC) and restrictions required by the Explanation of Significant Differences (ESD) issued in 2016 (United States Department of the Navy [DON] 2016). The IR Site 17 ESD was prepared following implementation of the selected remedy (removal of contaminated sediments) and supplements the Record of Decision (ROD) for IR Site 17 signed in October 2006 (DON 2006). The ROD documents selection of a remedy with five components: (1) initial remedial action sampling to enable proper and safe handling, segregation, and disposal of sediment to be dredged; (2) dredging; (3) quality control sampling and confirmation testing; (4) dewatering; and (5) upland disposal at a permitted off-site waste disposal facility. The ESD documents a change in the remedy by adding implementation of an IC applicable to any future dredging and/or removal of sediments. This IC serves as an additional measure of protection to limit potential exposure and ensure protection of human health and the environment due to potential radium (Ra)-226 activity within the sediment when the sediment is removed.

A RD is a primary Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) document under the Federal Facility Agreement (FFA). This LUC RD was prepared in accordance with the “Navy Principles and Procedures for Specifying Monitoring and Enforcement of Land Use Controls and Other Post-ROD Actions” attached to the January 16, 2004 Department of Defense Memorandum titled “CERCLA ROD and Post-ROD Policy.”

The Alameda Point FFA signatories include the DON, United States Environmental Protection Agency (EPA), the California Environmental Protection Agency (Cal-EPA) Department of Toxic Substances Control (DTSC), and the Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board). The inspections and reporting requirements described herein will be effective immediately upon approval of this LUC RD by the FFA signatories.

2.0 DESCRIPTION OF THE SITE

The former Naval Air Station (NAS) Alameda is located at the western tip of Alameda Island, which is surrounded by San Francisco Bay and the Oakland Inner Harbor (Figure 1). IR Site 17 is Seaplane Lagoon, which is located in the southeastern portion of Alameda Point, at the west end of the City of Alameda in Alameda County, California (Figure 2). IR Site 17 is a partially enclosed lagoon consisting of approximately 110 acres (DON 2006). This area was originally a tidal flat until the 1930s when seawalls were built along the eastern, western, and southern boundaries and a sheet pile wall was installed at the northern edge of the area. The interior of the lagoon was historically about 20 feet deep (DON 2006). The lagoon’s entrance is an approximately 800-foot opening in the seawall along the southern perimeter (Figure 2).

IR Site 17 is a foraging area for the California Least Tern. In accordance with the Biological Opinion (United States Fish and Wildlife Service [USFWS] 2012) there are restrictions on dredging during their breeding season, which is between April 1 and August 15 each year.

Since no dredging was necessary for the DON’s historical use of the lagoon, it is believed that the first dredging of the lagoon was during the remedial action when sediment in the northeast and northwest corners of the lagoon was dredged. The dredging was conducted between 2011 and 2012 and showed the sediment in the lagoon to be hard and dense. A significant amount of inert, non-hazardous debris was encountered during the dredging, including wire and large debris such as anchors and tires. It is likely

that similar significant debris also is present in other portions of the lagoon. To ensure protectiveness, the dredging for the remediation required silt curtains around all dredge areas, and a skimmer boat was anchored within the turbidity curtain during the dredging in the northeastern portion of the lagoon based on the history of petroleum operations along the northeastern shoreline. Due to the potential for Ra-226 in the sediment, the 2006 ROD required measures during the dredging for the remediation to include “health and safety monitoring of workers and decontamination and radiological clearance of equipment.”

The sediment remediation specified in the IR Site 17 ROD was successfully conducted between 2011 and 2013. For post-remediation conditions with the sediment in place, the Final Remedial Action Completion Report (RACR) documents that there is currently no unacceptable CERCLA risk for any potential use of the lagoon (Tetra Tech EC, Inc. [TtEC] 2014). In accordance with the ESD, there is potential risk if the sediment is removed. The ESD (Section 2.1) describes the site history, contaminants, and remediation (DON 2016); a brief description of post-remediation site data follows.

The IR Site 17 RACR presents the details of the remedial action and post-dredge confirmation sample results (TtEC 2014). The residual Ra-226 activity in the sediment confirmation samples is highest in the northwest remediation area, with a 95 percent (%) upper confidence limit (UCL) of 1.104 picocuries per gram (pCi/g) and maximum activity of 4.18 pCi/g. For the northeast remediation area, the maximum Ra-226 result in the sediment confirmation samples was 1.45 pCi/g. The post-dredge 95% UCLs for the northeast and the northwest remediation areas for each contaminant either 1) were below the remediation goals (RGs) for chemicals of concern with RGs) or 2) met dredging completion criteria specified in the IR Site 17 remedial action work plan and its associated sampling and analysis plan (including for Ra-226).

The IR Site 17 RACR includes documentation of removal of small items with Ra-226 activity (believed to have Ra-226 paint on them) during the radiological surveying of the dewatered sediment from the northeast and northwest remediation areas. All items with radiological activity that were identified were removed. In addition to potential discharge through outfalls, these items may have fallen into the lagoon inadvertently from seaplanes or may have been discarded in the lagoon (TtEC 2014). Therefore, there is a potential for items with Ra-226 activity to be present in other areas of the lagoon.

As documented in the IR Site 17 RACR, based on the dredging conducted for the remediation of the northeast and northwest corners of the lagoon, one item with Ra-226 activity was identified per 1,882 cubic yards of sediment (TtEC 2014). The maximum curie content for an individual item with Ra-226 activity located in each remediation area was 0.679 uCi (TtEC 2014). The size of the recovered discrete items with Ra-226 activity varied from a ship’s compass to small pill-like items. The RACR Appendix W describes these items and evaluates potential risk should similar items be present in sediment in other areas of the lagoon. The RACR Appendix W concludes that there is no unacceptable risk due to these items within the sediment in the lagoon, if present, for any potential use of the lagoon (TtEC 2014). The City of Alameda indicates that the planned reuse of the lagoon includes a marina and a ferry terminal, which may require dredging in localized areas. There is potential risk if the sediment is removed.

3.0 AREA REQUIRING THE INSTITUTIONAL CONTROL

The area requiring the IC is the entire IR Site 17 (Seaplane Lagoon). The boundaries of IR Site 17 and, thus, the area requiring the IC, are shown in Figure 3. The total areal extent of the IC area is approximately 110 acres (DON 2006). The IC is required for the entire lagoon for the following reasons:

- The lagoon is a dynamic surface water environment with tidal influence, so in addition to the residual concentrations in the confirmation samples collected during the remediation of the

northeast and northwest corners of the lagoon, residual concentrations of Ra-226 could be present in sediment outside the areas dredged during the remediation.

- Although no discrete items with radiological activity are known to be present within the Seaplane Lagoon sediment, both the size and disbursed distribution of these items indicates that some of the items may not have been deposited via the outfalls. These items may have fallen into the lagoon inadvertently from seaplanes or may have been discarded in the lagoon (TtEC 2014). Therefore, discrete items may be present in other parts of the lagoon.

4.0 INSTITUTIONAL CONTROLS PERFORMANCE OBJECTIVES AND RESTRICTIONS

Section 3.2 of the ESD specifies “the addition of an IC that prohibits future dredging and/or removal of sediments throughout Seaplane Lagoon by a future property owner unless a Sediment Management Plan (SMP) is approved by the DON and regulatory agencies in writing prior to the start of the dredging/sediment removal and is implemented for future dredging/sediment removal.” IC performance objectives are documented in the ESD and are intended to ensure protection of human health and the environment. Ra-226 residual activity is related to the post-remediation Ra-226 activity in the sediment itself (maximum of 4.18 pCi/g in confirmation sampling) and the potential for residual Ra-226 activity due to discrete items with radiological activity in the sediment.

4.1 Performance Objectives and Land Use Restrictions

As stated in the ESD, the performance objectives for the IC are as follows:

- Minimize the potential for exposure to Ra-226 activity in the sediment that may result in risks to human health or the environment during dredging and/or sediment removal activities
- Prevent re-use or disposal of dredged/removed sediment in a manner that presents unacceptable risk to human health or the environment; and
- Preserve access to the area requiring the IC (entire IR Site 17 - Seaplane Lagoon) for the relevant regulatory agencies and the DON.

There is one associated land use restriction, which is a prohibition on future dredging and removal of sediments throughout IR Site 17 unless an SMP is approved by the DON and FFA signatories in writing prior to the start of the dredging/sediment removal and is implemented for future dredging/sediment removal. This LUC RD describes responsibilities of the DON and other parties regarding inspections, notifications, reviews and reporting, enforcement, and IC termination associated with this restriction.

The SMP to be prepared by the transferee for review and approval by the DON and FFA signatories shall define Ra-226 criteria to meet the performance objectives in a manner that is appropriate for proper risk management, taking into account the proposed activities. Accordingly, the SMP will supplement dredging regulations by prescribing requirements that limit exposure to residual Ra-226 to ensure protection of human health and the environment. The transferees’ SMP particularly shall include the transferee’s detailed procedures and protocols related to their proposed dredging/sediment removal (for personnel and equipment), sediment handling/management, and disposal of the removed materials. The SMP shall present procedures that shall be implemented during future dredging and/or removal of sediments from IR Site 17. All dredging/sediment removal shall be subject to a requirement for advance notification to the DON and other FFA signatories.

The requirements for SMP approval and compliance are independent of and in addition to requirements of applicable regulations and standards enforced by other agencies and approval of project-specific dredging work plans by all of the appropriate agencies that would regulate the dredging/sediment removal in IR Site 17. The project-specific dredging work plan for any future proposed dredging shall be reviewed and approved by DTSC and, as appropriate, other FFA signatories or their successors to ensure that SMP requirements have been properly incorporated into the work plan. DTSC, a FFA signatory, indicates that the California Department of Public Health (CDPH) performs their technical reviews for radiological sites, so it is expected that CDPH will provide technical review of the project-specific dredging work plans to support DTSC review and approval of each project-specific dredging work plan. No dredging and/or sediment removal shall be conducted until written regulatory agency approvals, from DTSC and as appropriate other FFA signatories or their successors, have been provided for the project-specific dredging work plan.

Although analysis of the Ra-226 activity (TtEC 2014) shows no unacceptable risk for any potential future uses of the lagoon, the requirement that future dredging be conducted with radiological controls is a conservative measure to ensure (1) protection of workers during sediment removal and management, (2) survey and radiological release of dredging equipment that will leave the site, and (3) overall protection of the public, including related to the disposition of the dredged sediment. This IC is due to uncertainty associated with 1) potential Ra-226 activity in the sediment, 2) the potential for discrete items with radiological activity to be present in the lagoon, and 3) the disposition/disposal of sediment removed from the lagoon in the future. The property owner shall be responsible for implementing all requirements of this LUC RD. This includes all costs associated with implementation of and compliance with the IC.

The IC is expected to be maintained indefinitely, and Five-Year Reviews will be conducted. Inspections and reporting will be conducted in accordance with requirements in Section 5.0 of this LUC RD. If site conditions change in the future (such as following significant sediment removal) and it can be demonstrated to the satisfaction of the DON and other FFA signatories that the ICs are no longer necessary, the ICs could then be removed.

4.2 Legal Mechanisms Prior to Conveyance

Prior to property transfer, the DON will exercise its authority as landowner to control land use to ensure that no dredging and/or sediment removal is permitted to be conducted in Seaplane Lagoon.

4.3 Legal Mechanisms Following Conveyance to a Non-Federal Entity

Each transfer of fee title from the United States to a non-federal entity will include a description of the residual contamination on the property and the environmental use restrictions, expressly prohibiting activities inconsistent with the IC performance objective and restrictions. The DON will meet the statutory requirements of CERCLA 120(h)(3) for any transfer of fee title. Concurrent with the transfer of fee title from the DON to transferee, information regarding the environmental use restrictions and controls will be communicated in writing to the property owners and to appropriate State and local agencies to ensure such agencies can factor these conditions into their oversight and decision-making activities regarding the property.

The following two proprietary legal mechanisms will incorporate and be relied upon to implement the IC objective and restrictions when the property is conveyed to a non-federal entity, and shall remain in effect until terminated:

- (1) Restrictive covenants will be included in one or more Quitclaim Deed(s) from the DON to the property recipient.
- (2) Restrictive covenants will be included in a Covenant to Restrict Use of Property (CRUP¹) entered into by the DON and DTSC as provided in the DON/DTSC Memorandum of Agreement (DON and DTSC 2000) and consistent with the substantive provisions of California Code of Regulations Title 22 § 67391.1.

The CRUP will incorporate the land use restrictions that run with the land and are enforceable by DTSC against future transferees. The Quitclaim Deed(s) will include identical land use restrictions that run with the land and that will be enforceable by the DON against future transferees. Each quitclaim deed will contain a reservation of access to the property for the DON, EPA, DTSC, and the Regional Water Board and their respective officials, agents, employees, contractors, and subcontractors for the purposes consistent with the FFA. IC restrictions will remain in place indefinitely unless the IC has been terminated as provided in Section 5.0.

5.0 REMEDY IMPLEMENTATION ACTIONS

This section describes the responsibilities of the DON and future transferees for implementing the IC.

5.1 DON Responsibilities with Respect to IC Inspections, Reporting, and Enforcement

The DON is responsible for implementing, maintaining, inspecting, reporting, and enforcing the IC identified in Section 4.0 prior to conveyance of the property. As identified in Section 4.1, this entails ensuring that there is no dredging and removal of sediments in Seaplane Lagoon unless a SMP specifying appropriate health and safety controls and sediment handling procedures related to dredging/sediment removal and disposal of the sediment is approved by the DON and regulatory agencies and implemented for future dredging and/or sediment removal. The ESD establishing this IC follows successful implementation of the remedy (removal of contaminated sediments). The DON may later transfer these procedural responsibilities to another party (“transferee”) by contract, property transfer agreement, or other means. Although the DON may contractually arrange for third parties to assume responsibility for and perform any and all actions associated with the IC, the DON shall retain ultimate responsibility under CERCLA for successful implementation of the IC, including maintaining, reporting on, and enforcing the requirements. Should the IC objective fail, the DON shall ensure that appropriate actions are taken to ensure protectiveness.

The DON will undertake the following IC implementation actions to ensure that the aforementioned IC objective and restrictions are met and maintained:

- (1) **LUC RD Distribution:** Within 30 days of receiving FFA signatories’ concurrence on this LUC RD, the DON will place the LUC RD in the Information Repository currently located at Alameda Point (see ESD for details on location and hours of operation). A copy of the LUC RD will also be sent to the following interested parties: EPA, DTSC, Regional Water Board,

¹See “Memorandum of Agreement between the United States Department of the Navy and the California Department of Toxic Substances Control, Use of Model ‘Covenant to Restrict Use of Property’ at Installations Being Closed and Transferred by the United States Department of the Navy” dated March 10, 2000.

and the City of Alameda. Attachment 2 presents a table with these entities and their respective mailing addresses.

- (2) **Site Access:** Each deed will contain a reservation of access to the property for the DON, the FFA signatories, and CDPH, and their respective officials, agents, employees, contractors, and subcontractors for the purposes consistent with the DON IR Program or the FFA. Entry shall be granted to conduct investigations, tests, or surveys; inspect field activities, site conditions, and/or sediment removal activities; or construct, operate, and maintain any response, as required or necessary.
- (3) **Site Inspections:** Beginning upon approval of this LUC RD by the FFA signatories, and continuing until the effective date of property transfer, the DON will undertake annual physical inspections of the site to confirm continued compliance with the IC performance objective and restrictions. At the time of conveyance of the site, the DON and DTSC will require, via appropriate provisions to be placed in the DON's Quitclaim Deed(s) of conveyance and DTSC's CRUP(s), that the landowner(s) and subsequent transferees undertake continuing annual site inspections to ensure that the IC objective and restrictions are complied with by all future user(s) as provided in Section 5.2. Photographs will be taken of any violations, when possible.
- (4) **Compliance Reporting:** Beginning upon approval of this LUC RD and continuing until the effective date of property transfer, the DON will monitor the environmental use restrictions and controls and provide to the EPA, DTSC, and Regional Water Board an annual IC Compliance Monitoring Report and Certificate for IR Site 17 consistent with the form in Attachment 1. The annual IC Compliance Monitoring Report will assess the status of IC compliance and thus, will address, among other things, whether the restrictions were communicated in the deed(s) and CRUP, whether the owners and state and local agencies were notified of the use restrictions and controls affecting the property, and whether use of the property has conformed with such restrictions and controls. In addition, should any deficiencies be found during the annual inspection, the DON will provide the EPA, DTSC, and Regional Water Board with a separate written explanation with the IC Compliance Certificate indicating the specific deficiencies found and what efforts or measures have or will be taken to correct those deficiencies. Copies of a completed and signed IC Compliance Monitoring Report and Certificate shall be sent to the EPA, DTSC, and Regional Water Board within 60 days of the inspection date by Certified Mail, Return Receipt Requested annually, unless a different method is agreed to by the FFA signatories. Upon conveyance of fee title for the site to a nonfederal entity, the DON will require, via appropriate provisions to be placed in the deed(s) of conveyance and CRUP, that the landowner(s) and subsequent transferees respond to IC violations as detailed in Section 5.2 and provide to the FFA signatories an annual IC Compliance Monitoring Report and Certificate for IR Site 17 consistent with the form located in Attachment 1, unless and until the IC is terminated at IR Site 17.

If the transferee fails to provide an annual compliance monitoring report as described previously to the DON, the DON will notify the EPA, DTSC, and Regional Water Board soon as practicable. If the EPA, DTSC, or Regional Water Board does not receive the annual monitoring report from the transferee, it will notify the DON as soon as practicable. The DON shall ensure appropriate measures have been taken to verify the status of the IC and that an annual compliance monitoring report is submitted to the EPA, DTSC, and Regional Water Board within 90 days after the report's due date.

- (5) **CERCLA Five-Year Reviews:** The DON shall conduct Five-Year Reviews for IR Site 17 as required by CERCLA Section 121(c) and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). The Five-Year Reviews will evaluate, among other things, implementation and compliance with the IC to determine whether it is or will be protective of human health and the environment in the future. The annual IC monitoring reports prepared by the DON or transferee will be used in preparation of the Five-Year Reviews to evaluate the effectiveness of the restrictions.
- (6) **Notice of Planned Property Conveyances:** The DON will provide notice to the EPA, DTSC, and Regional Water Board at least 6 months prior to any transfer or sale of any IR Site 17 property subject to the IC so that the EPA, DTSC, and Regional Water Board can be involved in discussions to ensure that appropriate provisions are included in the transfer terms or conveyance documents to maintain effective ICs. If it is not possible for the DON to notify the EPA, DTSC, and Regional Water Board at least 6 months prior to any transfer or sale, then the DON will provide notification as soon as possible but no later than 60 days prior to the transfer or the sale of any property by the DON that is subject to the IC. The DON shall provide a copy of executed deed(s) of conveyance and CRUP to the EPA, DTSC, and Regional Water Board. In addition to the land transfer notice and discussion provisions above, the DON further agrees to provide the EPA, DTSC, and Regional Water Board with similar notice, within the same time frames, as to federal-to-federal transfer of property.
- (7) **Opportunity to Review Text of Intended Deed Restrictions:** Prior to conveyance of the site, the EPA, DTSC, and Regional Water Board will be given reasonable opportunity to review and comment upon the applicable Quitclaim Deed and CRUP language related to the IC and associated rights of entry for the FFA signatories for purposes of IC oversight and enforcement. The provisions in that deed or other enforceable document(s) will be consistent with the IC objective in Section 4.0 of this LUC RD.
- (8) **Notification should Action(s) that Interfere with LUC Effectiveness be Discovered:** The DON or transferee will notify the FFA signatories as soon as practicable, but no later than 10 working days after the DON's or transferee's discovery of any activity that is inconsistent with the IC objective or use restrictions or any other action that may interfere with the effectiveness of the IC. The DON or transferee will notify the FFA signatories regarding how the breach will be addressed or has been addressed as soon as practicable, but no more than 10 working days after notification of the breach. This reporting requirement does not preclude the DON from taking immediate action pursuant to its CERCLA authorities to prevent any actual or perceived risk(s) to human health or the environment.
- (9) **IC Enforcement:** The process of addressing any activity that is inconsistent with the IC objective or restrictions, or any other action that may interfere with the effectiveness of the IC will be initiated by the landowner as soon as practicable, but no longer than 60 days after the landowner becomes aware of the breach. If a violation of a restriction is identified and/or documented by one of the FFA signatories, the entity identifying the violation will notify the other FFA signatories and the property owner within 10 working days of identifying the violation. If a violation of a restriction is identified and/or documented by the property owner, he will notify the FFA signatories within 10 working days of identifying the violation. The FFA signatories will then consult to evaluate what, if any, action(s) should be taken, who shall take the action(s), and when the action(s) shall be undertaken. Depending on the violation, action may be taken by either the DON or DTSC. The actions may range from informal resolution with the owner or violator of an IC provision(s) as described in this LUC

RD, to the pursuit of legal remedies or enforcement action to enforce deed or CRUP restrictions under the state property law or CERCLA if the property is transferred to a nonfederal entity. Alternatively, the DON may choose to exercise its response authorities under CERCLA and seek cost recovery from the person(s) or entity(ies) who violate a given IC objective/restriction set forth in the deed(s) transferring the property. Should the DON become aware that any future owner or user of the property has violated any IC requirement over which a local agency may have independent jurisdiction, the DON will notify these agencies of such violation(s) and work cooperatively with them to re-achieve owner/user compliance with the IC and associated restrictions.

DTSC as a signatory to a CRUP (and EPA as a third-party beneficiary) will have independent authority to enforce violations of restrictions, requirements, and obligations under a CRUP. While DTSC may agree to consult with other parties before taking any enforcement action under a CRUP, it will not waive its authority to take action as necessary in the event of violations.

- (10) **Modification of Restrictions in Quitclaim Deed and DTSC Covenant to Restrict Use of Property:** Modifications to the IC may be required based on changes in site conditions (e.g., reduction in the area requiring the IC) during the expected duration of the IC. When the DON or future property owner(s) determines, with EPA, DTSC, and Regional Water Board concurrence, that modifications to the IC are appropriate, the IC modifications shall be documented in accordance with procedures consistent with applicable laws and regulations. The DON or future property owner(s) shall be responsible for providing pertinent information on the IC modifications to the City of Alameda and will also advise the interested parties listed in Attachment 2. The FFA signatories shall determine whether an Explanation of Significant Differences or some other procedure consistent with the NCP is required to support the modification of the IC. The DON shall not modify or terminate LUCs, implementation actions, or modify land use restrictions without approval by the EPA, DTSC, and Regional Water Board. The DON or transferee shall seek prior concurrence before any action anticipated by the DON or transferee that may disrupt the effectiveness of the LUCs or any action that may alter or negate the need for LUCs.
- (11) **Termination of ICs:** When the DON determines, with FFA signatory concurrence, that the IC is no longer needed for protection of human health and the environment because levels are acceptable for unrestricted use of dredged/removed sediment and unlimited exposure, the DON and DTSC shall provide to the current landowner(s) of the property an appropriate release of the restriction (DON for the deed and DTSC for the CRUP) in accordance with State law for recordation with the deed and will also timely advise the additional interested parties listed in Attachment 2 of that action.

5.2 Responsibilities of the Property Owner(s) and Successors with Respect to IC Inspections, Reporting, and Implementation

By including appropriate provisions in the deed(s) or other enforceable document(s) pertaining to a conveyance of fee title to the site to a non-federal entity, the DON will cause the future property owner(s) and successors to assume the following IC implementation responsibilities upon the DON's conveyance of the property in order to ensure that the aforementioned IC objective and restrictions for are complied with after property transfer:

- (1) **Site Inspections:** The property owner(s) will conduct annual physical inspections of the site to confirm continued compliance with all IC objective and restrictions in the Quitclaim Deed(s) and CRUP(s) unless and until all IC restrictions at the site are terminated with the FFA signatories' approval.
- (2) **Compliance Reporting:** The property owner(s) will notify the DON, EPA, DTSC, and Regional Water Board within 10 working days of the property owner(s)' discovery of any violation of an IC and will include in the notification a written explanation indicating the specific IC violations found and what efforts or measures have or will be taken to correct those violations. The property owner(s) will also provide the DON, EPA, DTSC, and Regional Water Board with an annual Compliance Monitoring Report and IC Compliance Certificate consistent with the form included as Attachment 1 within 60 days of the inspection date unless and until all IC restrictions are terminated. In addition, should any IC violations be discovered during the annual site inspection, the property owner(s) will notify the DON, EPA, DTSC, and Regional Water Board within 10 days of discovery of the violation and will provide, along with the required IC Compliance Monitoring Report Certificate, a separate written explanation indicating the specific IC violations found and what efforts or measures have or will be taken to correct those violations within 10 days of notification of the discovery. The annual Compliance Monitoring Report and Certificate shall be sent to the DON, EPA, DTSC, and Regional Water Board by Certified Mail, Return Receipt Requested annually. The need to continue to provide such inspections and certifications on an annual basis will be re-evaluated by the FFA signatories using the CERCLA Five-Year Review process.

The future property owner(s), or other entity responsible for preparation, review, and approval of any development plans prepared for projects within the area requiring the IC, shall identify any potential for the project to impact the restrictions and/or IC effectiveness and shall coordinate with the DON, EPA, DTSC, and Regional Water Board to prevent interference with the IC effectiveness. This coordination shall include providing written plans to these agencies for review and approval prior to the start of the subject project(s). The DON and other FFA signatories reserve the right to deny approval of projects within the area requiring the IC that are deemed to interfere with IC effectiveness. This process will be evaluated during the CERCLA Five-Year Review, as necessary, to determine whether any changes need to be implemented.

- (3) **Notification of Proposed Changes in Property Use:** Contemporaneous with seeking approval from the EPA, DTSC, and Regional Water Board for restricted activities within the area requiring the IC (e.g., dredging and/or otherwise removing sediment), the landowner must notify and obtain approval from the DON of any proposals for a property use change that is inconsistent with the property use and restrictions described in the ESD (DON 2016) and the restrictions presented in this LUC RD.

6.0 REFERENCES

- Tetra Tech EC, Inc. (TtEC). 2014. Final Remedial Action Completion Report, IR Site 17, Seaplane Lagoon, Alameda Point, Alameda, California, September.
- United States Department of the Navy (DON). 2006. Final Record of Decision for Site 17, Seaplane Lagoon, Alameda Point, Alameda, California. October.
- United States Department of the Navy (DON). 2016. Final Explanation of Significant Differences for Site 17, Seaplane Lagoon, Alameda Point, Alameda, California, February.
- United States Department of the Navy (DON) and Alameda Reuse and Redevelopment Authority (ARRA). 2000. Lease in Furtherance of Conveyance Between the United States of America and the Alameda Reuse and Redevelopment Authority for the Former Naval Air Station Alameda. June 6.
- United States Department of the Navy (DON) and Department of Toxic Substances Control (DTSC). 2000. Memorandum of Agreement between the United States Department of the Navy and the California Department of Toxic Substances Control, Use of Model 'Covenant to Restrict Use of Property' at Installations Being Closed and Transferred by the United States Department of the Navy. March 10.
- United States Fish and Wildlife Service (USFWS) 2012. Biological Opinion on the Proposed Naval Air Station Alameda Disposal and Reuse Project in the City of Alameda, Alameda County, California. August 29.

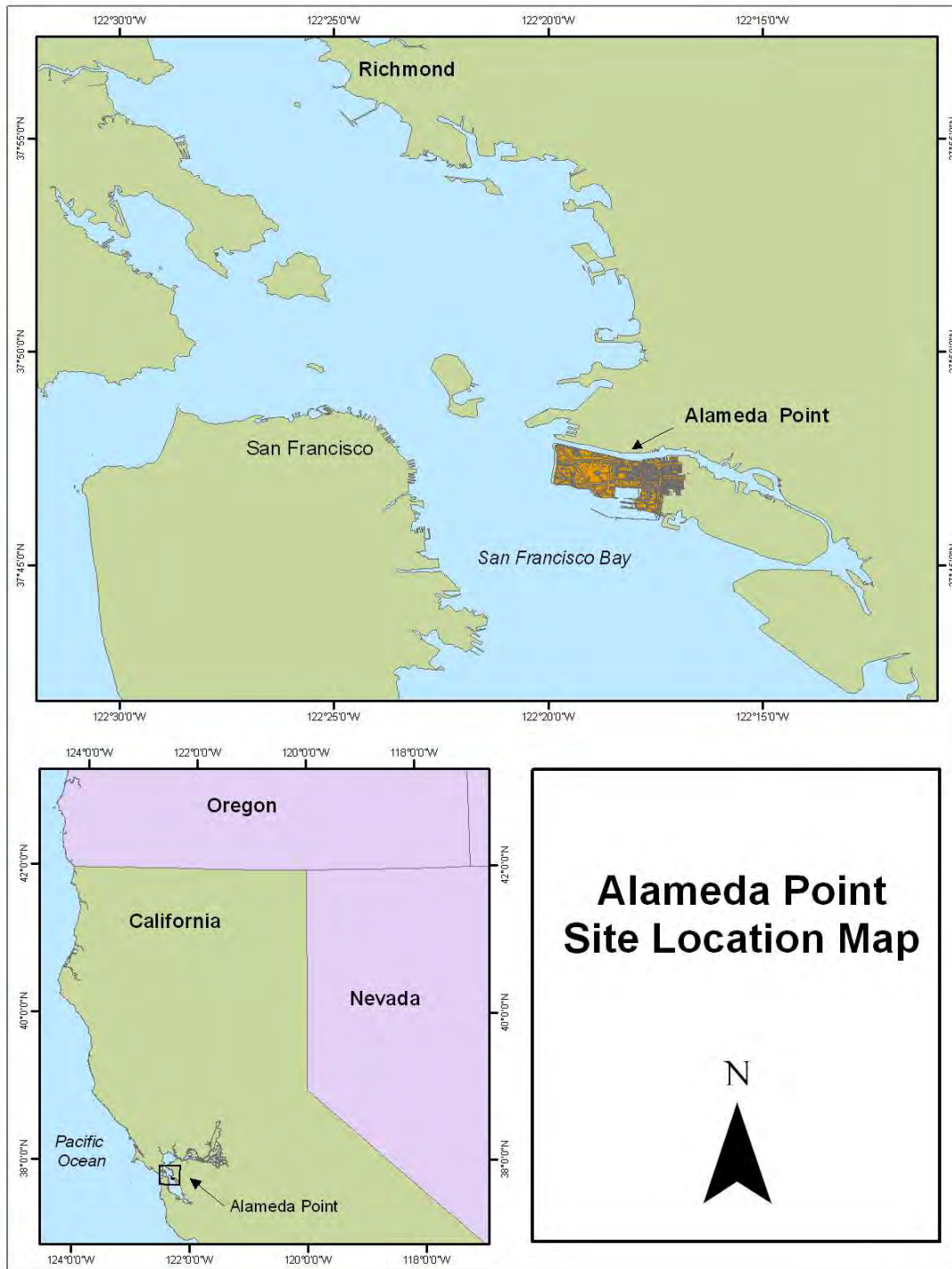


Figure 1. Regional Location Map

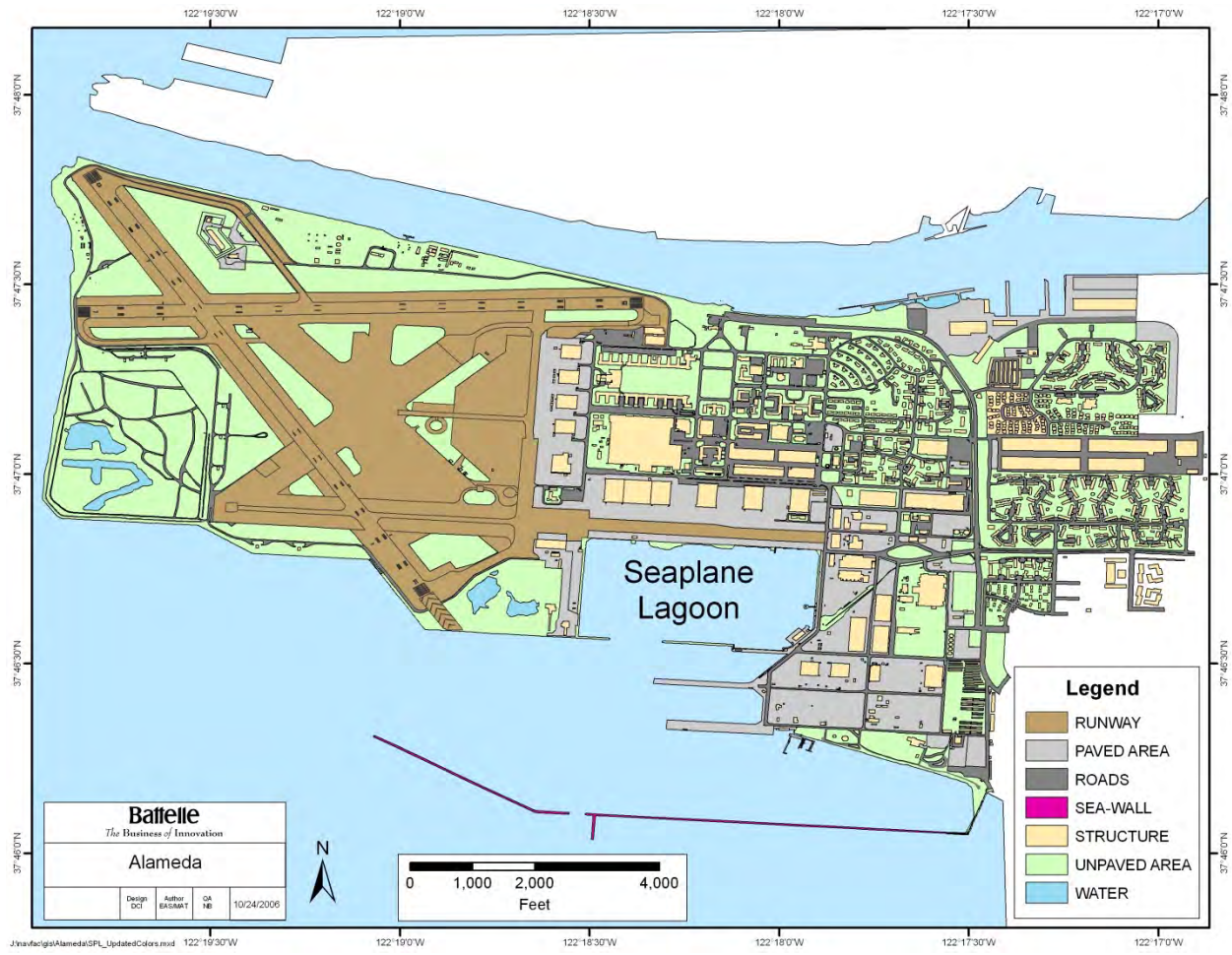


Figure 2. Site Location Map

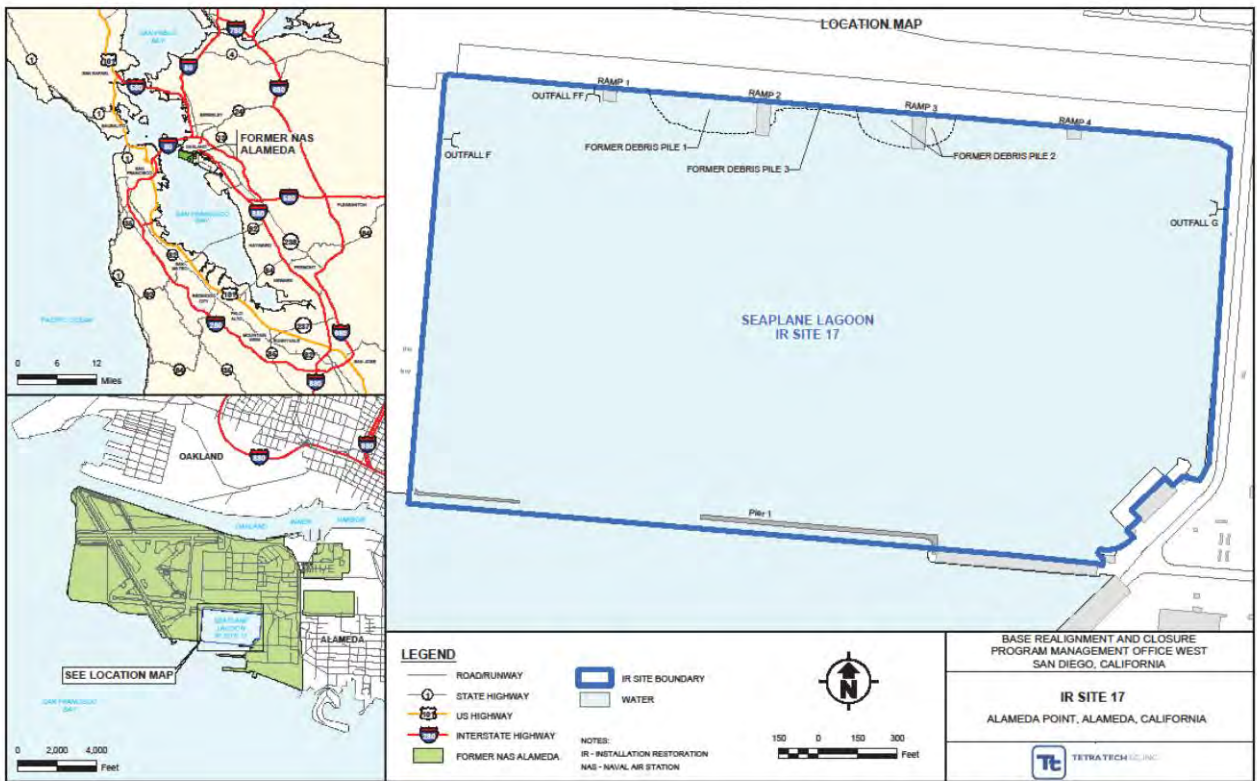


Figure 3. Area of Institutional Controls (entire IR Site 17)

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ATTACHMENT 1

**IR SITE 17 IC COMPLIANCE MONITORING REPORT
AND IC COMPLIANCE CERTIFICATE**

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Attachment 1
IR Site 17 IC Compliance Monitoring Report

IR Site 17, Alameda Point, Alameda, California
 EPA I.D. No. CA2170023236

Property Owner: _____

This evaluation is the final Department of the Navy (DON) certification just prior to site conveyance (yes or no) _____

If for an annual inspection, this evaluation covers the period from _____ through _____

Certification Checklist

	In Compliance	Non-Compliance	See Comment
1) No dredging and sediment removal at IR Site 17 unless checklist items 2 through 5 are met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) A requirement that future dredging/sediment removal be conducted with radiological controls to ensure the health and safety of the workers unless the FFA signatories or their successors determine that this is no longer required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) A requirement that the FFA signatories review and approve a Sediment Management Plan (SMP) for any future proposed dredging/sediment removal to ensure proper procedures and disposal of sediment consistent with residual chemical concentrations and potential Ra-226 activities due to sediment or discrete items with radiological activity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) A requirement that a dredge-specific work plan for any future proposed dredging shall be reviewed and approved by DTSC and, as appropriate, other FFA signatories or their successors to ensure that SMP requirements have been properly incorporated into the work plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) No dredging and/or sediment removal shall be conducted without written approvals of the reviewers specified in checklist items 3 and 4 above.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Any violations of these LUCs were reported within 10 business days of discovery, and an explanation of those actions taken or to be taken was provided within 10 days of notification of discovery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I, the undersigned, hereby certify that the above-described restrictions have been complied with for the period noted. Alternately, any known deficiencies and completed or planned actions to address such deficiencies are described in the attached Explanation of Deficiencies.

 Signature

 Date

Comments: _____

Mail completed form(s) to the DON, EPA, DTSC, and Regional Water Board in January of each calendar year.

IR SITE 17 ANNUAL IC COMPLIANCE CERTIFICATE

IR Site 17
Alameda Point, Alameda, California
EPA I.D. No. CA2170023236

I _____ hereby certify that the attached IR Site 17 Institutional Control Compliance Monitoring Report is complete and accurate. The requirements of LUC RD Section 4.0 have been met. I further certify that a copy of this compliance certificate and the attached IR Site 17 Institutional Control Compliance Monitoring Report have been sent by Registered Mail to the Federal Facility Agreement signatories.

(Name and Title)

(Date)

ATTACHMENT 2

INTERESTED PARTIES FOR LAND USE CONTROL REMEDIAL DESIGN DISTRIBUTION

Attachment 2

Interested Parties for Land Use Control Remedial Design Distribution

- 1 United States Environmental Protection Agency (EPA) Region IX
75 Hawthorne Street
San Francisco, California 94105
- 2 Department of Toxic Substances Control (DTSC)
700 Heinz Avenue
Berkeley, California 94710
- 3 Regional Water Quality Control Board, San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612
- 4 City of Alameda
Alameda City Hall
2263 Santa Clara Avenue
Alameda, California 94501