

Frank Vera III



www.GeorgeAFB.Info

5 October 2014

By Email To: usaf.pentagon.saf-cio-a6.mbx.af-foia@mail.mil

SAF/AII
1000 Air Force Pentagon
Washington, DC 20330-1000

FOIA Request

Dear FOIA Officer:

Please process this request pursuant to the Freedom of Information Act, 5 U.S.C. § 552.

The high rates of infant mortality, birth defects, cancer, autoimmune disorders, and sterility at the former George Air Force Base, CA, "EPA Superfund ID: CA2570024453," may have been caused in part by Aldrin, Dieldrin, other pesticides, daughter products, and/or metabolites.

Because of the release of the 4 February 2004, letter from Phillip H. Mook, Air Force Regional Environmental Coordinator, we now know that the Base Housing and property were contaminated with levels of Aldrin and Dieldrin that could pose a risk to human health if the contaminated soil is inhaled, ingested (e.g., children playing), or contacted by skin. See page: 4

Because of the release of the 1 October 2007, Base Housing CERCLA §120(h) Deed Restrictions, we now know that the Base Housing and surrounding property was contaminated with such high levels of Dieldrin or other possible pesticide-related constituents ("Pesticides") that the following use restrictions had to imposed.

*"Grantee covenants and agrees that it will not use, or allow others to use, the Property for **residential purposes** (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or day care centers for children."* See pages: 5 and 6

I have received several statements from mothers who lived at George AFB housing, including:

- "I was asked to donate my infant's body for scientific research by an airforce OB/GYN ..."
- "I was asked to donate her body 'to science' so they could study this rare case of ..."

Because of the well-documented health problems associated with the exposure to Aldrin and Dieldrin, the need exists to determine if a Completed Exposure Pathway (CEP) existed for the former George Air Force Base Housing occupants, and it is unreasonable to believe that no one was injured by the high levels of Aldrin, Dieldrin, other pesticides, daughter products and/or metabolites at the former George Air Force Base Housing and property.

1. **I am requesting the complete printout or export of the Autopsy Reports & Results for the Air Force personnel and family members who expired at the former George Air Force Base.**
 - Please redact the sensitive personal identifiers from these records.
2. This request is not meant to be exclusive of any other records that, although not specifically requested, have a reasonable relationship to the subject matter of this request. If you, or your office, have destroyed or decide to withhold any documents that could be reasonably construed to be responsive to this request, I ask that you indicate this fact and the reasons in your response.

Redaction

In excising material, please “black out” rather than “white out” or “cut out.” Additionally, any reasonably segregable portion of a responsive record must be provided to me after redaction of any allegedly exempt material, as the law requires. 5 U.S.C. § 552(b). If this request is denied, in full or in part, please cite the exemptions pursuant to 5 U.S.C. § 552(b) that justify the denial. If an exemption applies, however, please consider exercising the agency’s discretionary release powers to disclose the information.

Public Interest Fee Waiver

I request a waiver of all costs associated with fulfilling this submission pursuant to 5 U.S.C. §552(a)(4)(A)(iii). Disclosure of the requested information will further the “public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest” of the requester, the GeorgeAFB.Info.

Specifically, GeorgeAFB.Info will use the information requested to inform the public if a Completed Exposure Pathway (CEP) existed to the George AFB personnel, their families, civilian employees, and the surrounding community and request a new Public Health Assessment for the former George AFB.

I am researching the environmental contamination at the former George Air Force Base, CA, “EPA Superfund ID: CA2570024453.” The requested documents are necessary to determine if a Completed Exposure Pathway(s) (CEP) existed or exist at George AFB and the surrounding community. If a Completed Exposure Pathway(s) can be established the records will be used to petition the Agency for Toxic Substances and Disease Registry (ATSDR) for new Public Health Assessment for George AFB so our friends and families can get medical care and help bring closure to the families who lost their loved ones.

The primary mission of GeorgeAFB.Info, which is the outreach to the hundreds, possibly thousands of people who were potentially injured by the toxic contamination that was at George AFB. The large number of page views, the hundreds of “Self-Reported Health Problems”; dozens of personal accounts about miscarriages, stillbirths, birth defects, and childhood cancers at George AFB demonstrate the successful outreach of GeorgeAFB.Info.

In the event that fees cannot be waived, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not. **If I am denied a “Public Interest Fee Waiver,” I will pay "under protest" and I expressly reserve my rights to appeal your decision.**

I look forward to your response within 20 days of the receipt of this request, unless, in the case of “unusual circumstances,” the time limitation is “extended by written notice.” I am aware that I have a right to appeal this request if it is wholly or partially denied or if the agency fails to respond within 20 days. I am aware that, if successful, a federal district court may assess “reasonable attorney fees and other litigation costs” pursuant to 5 U.S.C. § 552(a)(4)(E).

In closing, I would like to remind you of President Obama’s “Presidential Memorandum For Heads of Executive Departments and Agencies.”

“SUBJECT: Freedom of Information Act

The Government should not keep information confidential merely because public officials might be embarrassed by disclosure, because errors and failures might be revealed, or because of speculative or abstract fears. Nondisclosure should never be based on an effort to protect the personal interests of Government officials at the expense of those they are supposed to serve.”

Please contact me if this request requires further clarification. I can be reached at 209-984-5517, or via email frankvera3rd@att.net. Thank you for your prompt attention to this matter.

Sincerely,

[Redacted signature]

Frank Vera III
Physical address:

[Redacted physical address]

Date



DEPARTMENT OF THE AIR FORCE
AIR FORCE REAL PROPERTY AGENCY

4 February 2005

AFRPA/DD McClellan
3411 Olson Street
McClellan CA 95652

Mr. Jon Roberts
City of Victorville
City Manager
14343 Civic Drive
Victorville CA 92392-2399

Dear Mr. Roberts,

The Air Force is contacting the Local Reuse Authority (LRA) about the former military housing area at George Air Force Base. The former housing area is bounded on the south by Air Expressway, Phantom East to the east and north, and Nevada Street on the west. The Air Force has observed that the housing is being used by military personnel for urban warfare training, that housing demolition and relocation is occurring, and was notified by DIG-ALERT that borings for the future development of the Aviation Road Alignment are being installed.

The former military housing area is still owned by the Air Force. Per the terms of our lease agreement, all LRA activities in this area with the potential to disturb soil require written notification and in turn Air Force approval prior to starting the activity. Therefore, please stop any such current activities and not start any future activities until you have received Air Force approval.

The Air Force has analytical testing data indicating **elevated soil contamination levels of the pesticides Aldrin and Dieldrin in the housing area.** The Air Force believes that the surface and shallow subsurface soil contamination is pervasive through the housing area, particularly under house foundations. **The pesticides could present a risk to human health if soils are inhaled, ingested, or contacted by skin.** Any wastes generated by digging must be handled as hazardous until proven otherwise.

Please contact me at (916) 643-6420 x209 or Mr. Calvin Cox at (213) 452-4031 if you have any questions. Thank you for your cooperation in protecting human health and the environment.

PHILIP H. MOOK JR.
Regional Environmental Coordinator

(b) Grantee covenants and agrees that it will not conduct, or allow others to conduct, any surface activities that inject or allow infiltration of water/other fluids into the groundwater (e.g., construction or creation of any groundwater recharge area, percolation pond, unlined surface impoundment or disposal trench), unless specifically approved in writing by the Grantor, EPA, and the Regional Water Quality Control Board, Lahontan Region (RWQCB). Normal watering on the golf course in support of routine landscaping and fairway/green maintenance activities is excluded from this restriction.

(c) Grantee covenants and agrees that it will not conduct, or allow others to conduct, any soil disturbing activities (e.g., constructing, digging, excavating, drilling, grading, removing, trenching, filling, moving, farming/planting, or mining) without a Health and Safety Plan. Routine landscaping and fairway/green maintenance activities on the golf course are excluded from this restriction.

(d) Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will follow all applicable laws and regulations for the handling, transporting, and disposing of any soils containing Dieldrin or other pesticide-related constituents.

(e) Grantee covenants and agrees that it will not use, or allow others to use, the Property for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or day care centers for children.

(f) The Grantee covenants and agrees that it will not conduct, or allow others to conduct, any activities that would cause disturbance of, or limit access to, any wells or equipment associated with groundwater monitoring until such time as the Grantor determines that monitoring from the well or wells is no longer needed as part of its approved Long-term Monitoring Plan.

3. It is the intent of the Grantor and the Grantee that the Environmental Restrictive Covenants in this subparagraph bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this subparagraph through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this subparagraph. The Grantee covenants to insert this entire subparagraph in any deed to the Property that it delivers.

C. Release of Environmental Restrictive Covenants.

1. The Grantee may request from the United States a modification or release of one or more of the environmental restrictive covenants in whole or in part in this paragraph, subject to the notification and concurrence or approval of the RWQCB and EPA. In the event the request of the Grantee for modification or release is approved by the United States, RWQCB, and

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB, CA

5 of 14

release) under the federal CERCLA (42 U.S.C. §§ 9601 et seq.), believed to be associated with Grantor activities. The Grantee will be required to allow the Grantor a reasonable opportunity to investigate and, if a CERCLA response action is necessary, to accomplish it. The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in subparagraph VILA. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. **Pesticides.** The Grantee is warned of the presence of Dieldrin or other possible pesticide-related constituents ("Pesticides") on the Property in certain portions of the soil and in the upper aquifer of the groundwater, which may have resulted from past applications of pesticides. The Grantee is cautioned to use due care during use, occupancy, and Property development activities that may involve soils containing Pesticides. Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will follow all applicable laws and regulations for the handling, transporting, and disposing of any soils containing Pesticides. The Grantee covenants and agrees that it will notify the Grantor promptly should it discover Pesticides in soil that appear to have resulted from activities occurring prior to the date of this conveyance and to properly safeguard the discovered Pesticides site to prevent human contact or exposure to the Pesticides. The Grantee will be required to allow the Grantor a reasonable opportunity to investigate the site and, if a CERCLA response action is necessary, to accomplish it. The Grantor's responsibility under this Deed for the presence of Pesticides is limited to the actions, if any, to be taken in accordance with the covenant contained in subparagraph VILA. The Grantee will assume all other responsibility and liability for use, occupancy, Property development, or other activity causing, or leading to, human contact of any kind whatsoever with Pesticides on the Property. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to any contact with or exposure to Pesticides on the Property, if such contact or exposure resulted from the failure of the Grantee to comply with the cautions and obligations stated in this subparagraph.

D. **Aboveground Storage Tank (AST).** One 250-gallon AST located at Facility 1141 was installed and is owned and operated by the Local Reuse Authority for golf course ground equipment fuel. The Grantee covenants to be solely responsible for complying with all applicable federal, state, and local laws relating to the use of this tank. The Grantor is released from any and all environmental liability associated with this AST.

PARCELS: D-7, D-8, D-9, F-1, G-2, J-1, J-2, J-3, J-4, J-5, J-6, J-7,
CENTRAL AND SOUTHEASTERN PORTION OF D-5 Deed

Former George AFB, CA

7 of 14