



State of New Jersey
Department of Environmental Protection and Energy
Division of Responsible Party Site Remediation
CN 028
Trenton, NJ 08625-0028

Scott A. Weiner
Commissioner

Karl J. Delaney
Director

Mr. Dinker Desai
SELFM-EH-EV
Department of the Army
Headquarters CECOM Fort Monmouth
Fort Monmouth, NJ 07703-5000

JUN 25 1993

Dear Mr. Desai:

Re: Memorandum of Agreement
Fort Monmouth Hazardous Waste Site
Fort Monmouth, Monmouth County

Please find the attached Memorandum of Agreement model for your review. This is standard shell document which can be modified for the Fort Monmouth facility. After your review, please call me and we can discuss how to best apply it to your facility.

If you should have any questions or require additional information, please do not hesitate to contact me at (609) 633-1455.

Sincerely,

Ian R. Curtis, Case Manager
Bureau of Federal Case Management

cc. Dhruva Kanjarpane, RPCE

RPCE\BFCM\FTMMTH06.IRC

IN THE MATTER OF
[Name of the subject site]
AND
[Name of [Person]]

MEMORANDUM
OF
AGREEMENT

This Memorandum of Agreement is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection and Energy (hereinafter "the Department" or "NJDEPE") by N.J.S.A. 13:1D-1 et seq. and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and duly delegated to the Assistant Director, Division of Responsible Party Site Remediation pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. The property that is the subject of this memorandum of agreement is owned by [full name of current property owner], and is located at [address] and is designated as Block [___], Lot [___] on the tax maps of the Township of [___], [___] County, New Jersey (hereinafter the "Site"). The Site encompasses [___] acres and is bounded generally by [geographic boundaries].

2. [The full name and mailing address of each person executing the memorandum of agreement, (hereinafter "[Person]"), describe structure, e.g., corporation, partnership, government entity.]

3. The intent of this memorandum of agreement is to allow [Person] to conduct any of the remedial activities outlined herein with oversight from the Department. [Person] has indicated to the Department in its application dated @, that it wishes to conduct the following activities at the Site with the Department's oversight:

[Give brief description of activities here.]

4. By entering into this memorandum of agreement, [Person] does not admit to any fact, fault or liability under any statute or regulation for conditions which existed before, during, or after [Person]'s execution of this memorandum of agreement.

5. [Additional provisions may be added at the Department's discretion]

AGREEMENT

I. Remediation

6. [Person] agrees to submit [reference documents to be submitted, use title of documents in N.J.A.C. 7:26E] and the Department agrees to review and comment on documents submitted.

7. Within thirty (30) calendar days after the Department's receipt of any submission pursuant to this memorandum of agreement, the Department will

inform [Person] in writing of any administrative deficiencies in the submission, pursuant to N.J.A.C. 7:26E, that will prevent the Department from conducting its review. When the Department determines that the submission is administratively complete, the Department will notify [Person] in writing of the timeframe required for the Department to complete the review.

8. Within seven (7) days after the effective date of this memorandum of agreement, [Person] will submit to the Department: a) the name, address and telephone number of the individual who will be the contact for [Person] regarding technical matters concerning this memorandum of agreement and b) the name and address of the designated agent for [Person] for the purpose of service for all matters concerning this memorandum of agreement.

9. [Person] may terminate this memorandum of agreement if it is determined that it is no longer feasible or desirable to continue with this memorandum of agreement, when [Person]:

a. Submits full payment to the Department for any Department oversight costs the Department incurred pursuant to this memorandum of agreement which [Person] has not paid;

b. Notifies the Department in writing of its intentions to terminate this memorandum of agreement;

c. Submits all data generated pursuant to this memorandum of agreement;
and

d. Ensures that no environmental hazards exist at the Site as a result of [Person's] actions pursuant to this memorandum of agreement.

II. Project Coordination

10. Unless otherwise directed by the Department, [Person] shall submit four (4) copies of all documents required by this memorandum of agreement to the person identified below, who shall be the Department's contact for [Person] for all matters concerning this memorandum of agreement.

[

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III. Financial Obligations.

11. Upon receipt of a summary of the Department's costs incurred in connection with its oversight functions of this memorandum of agreement [and if applicable, for all prior costs] associated with the Site, [Person] shall submit to the Department a cashier's or certified check payable to the "Treasurer, State of New Jersey" with NJDEPE Form 062A for the full amount of the Department's oversight costs. [Person] cannot be released from its obligations under this memorandum of agreement, until all oversight costs, for work performed by the Department, are paid.

12. Beginning three hundred sixty-five (365) calendar days after the effective date of this memorandum of agreement, and annually thereafter on that

same calendar day, [Person] shall submit to the Department a detailed summary of all monies spent to date pursuant to this memorandum of agreement, the estimated cost of all future expenditures required to comply with this memorandum of agreement (including any operation and maintenance costs), and the reason for any changes from the previous cost review [Person] submitted.

IV. Reservation of Rights

13. The Department reserves the right to unilaterally terminate this memorandum of agreement in the event that [Person] violates any terms or fails to meet the obligations of this memorandum of agreement or in the event that the Site becomes a high priority for the Department.

14. Nothing herein, including any document the Department issues as agreed to above, shall be interpreted to constitute a release or waiver of liability for any of the conditions which existed before, during or after the Department's execution of this memorandum of agreement.

V. General Conditions

15. [Person] shall, in addition to any other obligation required by law, notify the Department contact immediately upon knowledge of any condition posing an immediate threat to human health and/or the environment.

16. [Person] shall perform all work conducted pursuant to this memorandum of agreement in accordance with N.J.A.C. 7:26E and prevailing professional standards.

17. [Person] shall conform all actions required by this memorandum of agreement with all applicable federal, State and local laws and regulations.

18. Nothing in this memorandum of agreement shall relieve [Person] from complying with all other applicable laws and regulations.

19. [Person] shall preserve all potential evidentiary documentation found at the Site, including without limitation, documents, labels, drums, bottles, boxes or other containers, and/or other physical materials that could lead to the establishment of the identity of any [Person] which generated, treated, transported, stored or disposed of contaminants at the Site, until written approval is received from the Department to do otherwise.

20. Upon receipt of a written request from the Department, [Person] shall submit to the Department all data and information concerning contamination at the Site, including technical records and contractual documents, and raw sampling and monitoring data, whether or not such data and information was developed pursuant to this memorandum of agreement.

21. This memorandum of agreement shall be governed and interpreted under the laws of the State of New Jersey.

22. This memorandum of agreement shall be binding, jointly and severally, on each signatory, its successors and assignees. No change in the ownership or

corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this memorandum of agreement.

23. This memorandum of agreement shall become effective upon execution hereof by all parties.

Date: _____

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND ENERGY

BY: _____
Signature

Print Full Name Signed Above

Title

Date: _____

@[Print Name of Company executing Order]

BY: _____
Signature

Print Full Name Signed Above

Title