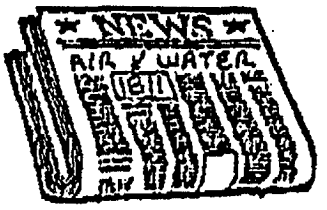
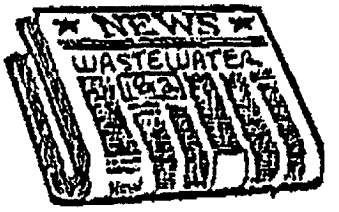
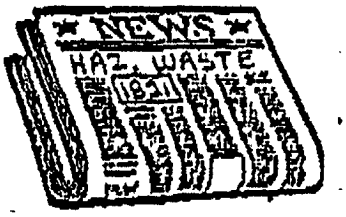
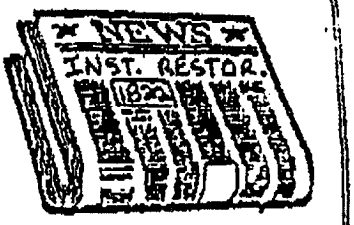
DOC. No.: CLEJ-00556-12.03-08/13/91




**ATLANTIC DIVISION**
**NAVAL FACILITIES ENGINEERING COMMAND**
**NORFOLK, VIRGINIA 23511-6287**

8/13/91

**FACSIMILE TRANSMISSION COVER SHEET**

**********

**NUMBER OF PAGES INCLUDING COVER SHEET** 42

**TO:**

**AGENCY** MCB CAMP LEJEUNE

**NAME** STEPHANY DEL RE JOHNSON **CODE**

**FAX NUMBER** (919) 451-5068

**FROM:**

**LANTNAVFACENGCOM ENVIRONMENTAL QUALITY DIVISION**

**NAME** LAURIE BOUCHER **CODE** 1822

**TELEPHONE** (804) 445- 1814 **AUTOVON** 565- 1814

**********

**CODE 18'S FAX NUMBERS:** **COMMERCIAL (804) 445-6662**
**AUTOVON 565-6662**

**********

**REMARKS:**

Subj: North Carolina DSMOA

I'm faxing you a copy of the "Defense and State Memorandum of Agreement/Cooperative Agreement Application" submitted by the State of North Carolina. I received this only 10 minutes ago along with a letter from NAVFAC requesting LANTDIV comments be received in their office no later than 8/15 (this Thursday). In the event that MCB Camp Lejeune would like to comment on this document, I'm sending you a copy. I know it's short notice, but unfortunately I just received it. NAVFAC cannot extend the comment period since their letter is due to the State of North Carolina the following day. Do what you can and I'll incorporate any MCB Camp Lejeune comments that I receive by noon Thursday,

DOC NO: CLEJ-00556-
12.03-08/13/91

# APPLICATION

# FOR

# DEPARTMENT OF DEFENSE

# DEFENSE ENVIRONMENTAL RESTORATION PROGRAM

# COOPERATIVE AGREEMENT

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ - 00556 - 12.03 - 08/13/91

TABLE OF CONTENTS


| | |
|---|---|
| PART I | GENERAL SUMMARY INFORMATION |
| PART II | BUDGET INFORMATION |
| PART III | COST ANALYSIS BY INSTALLATION |
| PART IV | PROJECT SUMMARY |
| PART V | EXPENSE SUMMARY |
| PART VI | APPENDIX |


REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ - 00556 -
12.03 - 08/13/91

NORTH CAROLINA

DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES

WILLIAM W. COBEY, JR.

SECRETARY

DIVISION OF SOLID WASTE MANAGEMENT

WILLIAM L. MEYER

DIRECTOR

SUPERFUND SECTION

LEE CROSBY

CHIEF

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-
08/13/91

# PART I

## GENERAL SUMMARY INFORMATION

A. US EPA Standard Form 424

State and Local Nonconstruction Programs

REPRODUCED AT GOVERNMENT EXPENSE

# APPLICATION FOR FEDERAL ASSISTANCE

| | | |
|---|---|---|
| 1. TYPE OF SUBMISSION: Application ☐ Construction ☐ Non-Construction; Preapplication ☐ Construction ☐ Non-Construction | 2. DATE SUBMITTED | Applicant Identifier |
| | 3. DATE RECEIVED BY STATE | State Application Identifier |
| | 4. DATE RECEIVED BY FEDERAL AGENCY | Federal Identifier |

5. APPLICANT INFORMATION

Legal Name: Department of Environment, Health, and Natural Resources

Organizational Unit: Superfund Section

Address (give city, county, state, and zip code): Post Office Box 27687, Raleigh, NC 27611-7687

Name and telephone number of the person to be contacted on matters involving this application (give area code): Lee Crosby, 919/733-2801

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 5 6 — 1 3 8 6 2 8 4

7. TYPE OF APPLICANT: (enter appropriate letter in box) [A]

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify): _____

8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify):

9. NAME OF FEDERAL AGENCY: Department of Defense (DoD)

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 1 2 . 1 1 3

TITLE: 10 USC Section 2701

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Technical Review and Services for Defense Environment Restoration Program (DERP) Activities at active DoD facilities

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Onslow

13. PROPOSED PROJECT: Start Date 8/1/91; Ending Date 7/31/93

14. CONGRESSIONAL DISTRICTS OF: a. Applicant 4th; b. Project 3rd

15. ESTIMATED FUNDING:

| | |
|---|---|
| a. Federal | $ 145,900 .00 |
| b. Applicant | $ .00 |
| c. State | $ -0- .00 |
| d. Local | $ .00 |
| e. Other | $ .00 |
| f. Program Income | $ .00 |
| g. TOTAL | $ 145,900 .00 |

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 1991

b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

| | | |
|---|---|---|
| a. Typed Name of Authorized Representative: lliam W. Cobey, Jr. | b. Title: Secretary | c. Telephone number: 919/733-4984 |
| d. Signature of Authorized Representative: ERNEST A. CARL, DEPUTY SECRETARY | | e. Date Signed: 7/12/91 |

Previous Editions Not Usable

Standard Form 424 (REV 3-88) Prescribed by OMB Circular A-102

Authorized for Local Reproduction

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ-00556-12.03-08/13/91 REPRODUCED AT GOVERNMENT EXPENSE

# PART II

## BUDGET INFORMATION

A. Section A. - Budget Summary
(OMB No. 0348-0044/ EPA Standard Form 424A)

B. Section B. - Budget Categories
(OMB No. 0348-0044/ EPA Standard Form 424A)

C. Section D. - Forecasted Cash Needs
(EPA Standard Form 424A)

D. Section E. - Budget Estimates of Federal Funds Needed
(EPA Standard Form 424A)

E. Section F. - Other Budget Information
(EPA Standard Form 424A)

F. Assurances - Non-Construction Programs
(EPA Standard Form 424B)

Doc No: CLEJ-10556-12.03-08/13/91

REPRODUCED AT GOVERNMENT EXPENSE

OMB Approval No. 0318-0044

# BUDGET INFORMATION — Non-Construction Programs

## SECTION A – BUDGET SUMMARY

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|---|---|---|---|---|---|---|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. DERP | 10 U.S.C. ss2701 | $ | $ | $ 145,900 | $ -0- | $ 145,900 |
| 2. | | | | | | |
| 3. | | | | | | |
| | | | | | | |
| 5. TOTALS | | $ | $ | $ 145,900 | $ -0- | $ 145,900 |

## SECTION B – BUDGET CATEGORIES

| 6 Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY (1) Year 1 | (2) Year 2 | (3) | (4) | Total (5) |
|---|---|---|---|---|---|
| a. Personnel | $ 39,000 | $ 42,000 | $ | $ | $ 81,000 |
| b. Fringe Benefits | 9,377 | 9,959 | | | 19,336 |
| c. Travel | 6,212 | 6,809 | | | 13,021 |
| d. Equipment | 4,500 | -0- | | | 4,500 |
| e. Supplies | 1,400 | 1,600 | | | 3,000 |
| f. Contractual | 250 | 250 | | | 500 |
| g. Construction | -0- | -0- | | | -0- |
| h. Other | 1,119 | 906 | | | 2,025 |
| i. Total Direct Charges (sum of 6a - 6h) | 61,858 | 61,524 | | | 123,382 |
| j. Indirect Charges | 10,842 | 11,676 | | | 22,518 |
| k. TOTALS (sum of 6i and 6j) | $ 72,700 | $ 73,200 | $ | $ | $ 145,900 |
| 7. Program In[illegible] | $ | $ | $ | $ | $ |

DOC NO. CLEJ-00556-12.09-00131/

REPRODUCED AT GOVERNMENT EXPENSE

08.13.91 10:05 AM *LANTDIV CODE 18 POG

## SECTION C - NON-FEDERAL RESOURCES

| (a) Grant Program | (b) Applicant | (c) State | (d) Other Sources | (e) TOTALS |
|---|---|---|---|---|
| | $ | $ | $ | $ |
| | | | | |
| | | | | |
| | | | | |
| 11. TOTALS (sum of lines 8 and 11) | $ | $ | $ | $ |

## SECTION D - FORECASTED CASH NEEDS

| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|---|---|---|---|---|---|
| 13. Federal | $ 72,000 | $ 18,175 | $ 18,175 | $ 18,175 | $ 18,175 |
| 14. NonFederal | | | | | |
| 15. TOTAL (sum of lines 13 and 14) | $ 72,000 | $ 18,175 | $ 18,175 | $ 18,175 | $ 18,175 |

## SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

| (a) Grant Program | FUTURE FUNDING PERIODS (Years) | | | |
|---|---|---|---|---|
| | (b) First | (c) Second | (d) Third | (e) Fourth |
| 16. DERP | $ 72,700 | $ 73,200 | $ | $ |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |
| 20. TOTALS (sum of lines 16 - 19) | $ 72,700 | $ 73,200 | $ | $ |

## SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets if Necessary)

21. Direct Charges:

22. Indirect Charges: 27.8%, $81,000, $22,518

23. Remarks

Doc No: CLES-00556-12.03-08/13/91

OMB Approval No. 0348-0040

# ASSURANCES — NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C.§§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

REPRODUCED AT GOVERNMENT EXPENSE



Authorized for Local Reproduction

DOC NO: CLEJ-00556-12.03-08/13/91

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program andto purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

REPRODUCED AT GOVERNMENT EXPENSE

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| William W. Cobey, Jr. ERNEST A. CARL DEPUTY SECRETARY | Secretary |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| Department of Environment, Health, and Natural Resources | 7/12/91 |

Doc No: CLEJ-00556-
12.03-08/13/91

# PART III

## COST ANALYSIS BY INSTALLATION

A. Cost Basis By Installation

B. Distribution of Current CA Cost By Category

REPRODUCED AT GOVERNMENT EXPENSE

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: OLEJ-00556-12.03-081/13/91

# STATE COOPERATIVE AGREEMENT FUNDING (SCAF) PROGRAM
## COST BASIS BY INSTALLATION

| INSTALLATION OR NPL SITE NAME | CLEANUP PHASE OR STAGE | NUMBER OF SITES | ON NPL? (Y/N) | IAG? (Y/N) | ESTIMATED END DATE | ESTIMATED TOTAL CLEANUP COST | ESTIMATED COST FOR STATE SERVICES | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | TOTAL COST | PRIOR YEARS' COST | PROJECTED EXPENDITURES | | OUTYEARS' COST |
| | | | | | | | | | 1ST YEAR | 2ND YEAR | |
| Camp Lejeune MCB | RI/FS | 34 | Y | Y | 2015 | 51,207,500 | 510,900 | 5,000 | 72,700 | 73,200 | 360,000 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| TOTALS | | | | | | | | | | | |

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: OED-00556-
12.03-08/19/91

# DISTRIBUTION OF PROJECTED TOTAL COSTS BY CATEGORY

| INSTALLATION NAME | TECHNICAL REVIEW COMMENTS & RECOMMENDATIONS | APPLICABLE RELEVANT APPROPRIATE REQUIREMENTS (ARAR) | SITE VISIT | COMMUNITY RELATIONS | TECHNICAL REVIEW COMMITTEE | TOTAL (100%) |
|---|---|---|---|---|---|---|
| Camp Lejeune MCB | 40% | 5% | 25% | 5% | 25% | 100% |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Doc No: CLEJ- 00556
12.03 - 08/13/91

# PART IV

## PROJECT SUMMARY

A. Installation Background/Status

B. Implementation Plan

C. Organizational Chart

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-
12.03-08/13/91

# A. NARRATIVE SUMMARY - CAMP LEJEUNE MILITARY RESERVATION

## SITE DESCRIPTION

Camp Lejeune Military Reservation, a U.S. Marine Corps Base established in 1941, covers 170 square miles in Onslow County. The complex has a number of facilities, including the Marine Corps Air Station New River, which was established in 1951 and adjoins the base. The main functions of the base are to provide housing, training, logistical, and administrative support for Fleet Marine Force Units. The Navy has identified 77 potential waste disposal areas in Camp LeJeune and has designated 23 as posing a potential threat to public health and the environment. The Navy has detected pesticides in the soil and various contaminants in the groundwater. Several on-base drinking water wells have been closed. Approximately 13,800 people obtain drinking water from wells within 3 miles of the contamination on the site, with the nearest well being 3,500 feet away from one of the areas of contamination. Groundwater is the sole source of drinking waster for the base and the surrounding communities. Surface water from the base drains into the Atlantic Ocean via the New River. Both bodies of water are used for fishing and recreational activities.

Groundwater samples collected during 1985, from several wells along the northwestern perimeter of Hadnot Point Industrial Area (HPIA), revealed high concentration of contamination from VOCs. The wells were removed from further use at that time. Contamination was caused by solvent disposal in the HPIA.

During January 1989, EPA and NC Division of Solid Waste Management representatives conducted a RCRA Facility Assessment (RFA) to identify potential SWMUs on the Reservation. In addition to the 23 sites previously identified by the initial assessment study, the RFA recommended 7 additional SWMUs requiring further investigation.

On March 22, 1989, the National Oceanic and Atmospheric Administration (NOAA), as a natural resource trustee, determined the Reservation to represent a potential threat to natural resources held in trust by Federal agencies.

On October 4, 1989, the Reservation was finalized on the NPL (proposed June 24, 1988).

## REMEDIAL WORK SCHEDULE

A complete round of soil sampling, groundwater monitor well construction and sampling, and surface water sampling has just been completed and the reports of results are expected in July 1991.

All work as yet proposed is tentative, the first document required under the Federal Facility Agreement will be the Site Management Plan (required 30 days after the effective date of the Federal Facility Agreement), which will outline remedial work to be performed.

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ - 00556 - 12.0
08/13/91

Marine Corps Base Camp Lejeune is following EPA recommendations which suggest a prioritization of operable units, with the most serious sites moving out with remedial action first, followed by lesser contaminated sites being brought into the process as funding allows.

**PROJECTED FY91 REMEDIAL ACTIONS**

- Develop Work Plans, Health and Safety Plans, and Sampling/Analysis Plans for RI/FS at Sites 6, 48, 69.
- Hadnot Point: 1) Submit RI report for shallow soils, shallow and deep aquifer; 2) Submit FS and Risk Assessment for shallow soils and deep aquifer.
- Conduct Site Inspections at 9 sites.

**PROJECTED FY92 REMEDIAL ACTIONS**

- Commence RI at sites, 6, 48, and 69
- Hadnot point: 1) Conduct source study of soil contamination at sites 9, 21, 22, and 24; 2) Develop detailed feasibility study for shallow aquifer.
- Construction of petroleum product recovery units at sites 45 and 52 (UST).
- Construction of petroleum product recovery unit at Terawa Terrace (UST).
- Construction of petroleum product recovery unit at site 22 (UST).

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-
08/13/91

# IMPLEMENTATION PLAN

## A. Management Plan

In order to satisfy DOD requirements for Cooperative Agreements the State of North Carolina presents and agrees to the following provisions.

1. The North Carolina Department of Environment, Health, and Natural Resources has designated:

   Jack Butler
   401 Oberlin Road, Raleigh, NC 27605-1350
   919/733-2801

   as the lead technical representative for remedial program management activities at DOD facilities located with North Carolina.

2. The North Carolina Attorney General's office has designated:

   Jill Hickey
   Post Office Box 629, Raleigh, NC 27602
   919/733-8352

   as Department Counsel for matters arising from the remedial program management activities at DOD facilities located within North Carolina.

3. On the signing of the Cooperative Agreement between the State of North Carolina and DOD, the State agrees to provide quarterly reports for each site to DOD including: (a) itemized expenditures, (b) a summary of the progress, and (c) explanation of any variances. These reports are to be submitted following the end of each quarter, preferably within fifteen calendar days but not later than 30 calendar days of the quarter's end.

4. This application covers State management assistance for response activities at DOD installations within the State of North Carolina. When new response actions are identified for additional installations, they will be added to the current list by amendment of this cooperative agreement, and any adjustments in reimbursement will be made.

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-08/13/91

B. Scope of Work

The State agrees to perform the following activities pertaining to response actions at DOD installations covered by this agreement.

1. Planning and Review

   (a) Review, comment and make recommendations on existing and subsequent documents and data pertaining to removal, pre-remedial, remedial, accelerated operable units and other response actions.

   (b) Identify and explain State applicable or relevant and appropriate requirements (ARARs).

   (c) Participate in technical review committees.

   (d) Designate a project manager(s) to participate in planning and review.

2. Technical Activities

   (a) Conduct site visits as necessary to review and provide management assistance for response activities.

   (b) Obtain split samples and subsequent analysis of these samples.

   (c) Provide for independent quality assurance and quality control (QA/QC) of up to 10% of samples collected at installations covered by this agreement.

   (d) Participate in establishing extent of off-post contamination through sampling, installation of off-post monitoring wells, if required, and analysis.

   (e) Perform other technical services which are appropriate for the State to perform to aid in response actions.

3. Community Relations

   Participate with DOD and other parties in the conduct of public education and community relations.

4. Legal and Financial Activities

   (a) Prepare cost estimates and documentation of State costs relevant to this agreement.

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-08/13/91

(b) Prepare, negotiate, amend and administer this Cooperative Agreement and the Department of Defense State Memorandum of Agreement.

(c) Review compliance of response activities with identified State ARARs.

(d) Review, comment and make recommendations on documents and data regarding prioritization of sites, including model development, testing and application.

5. General

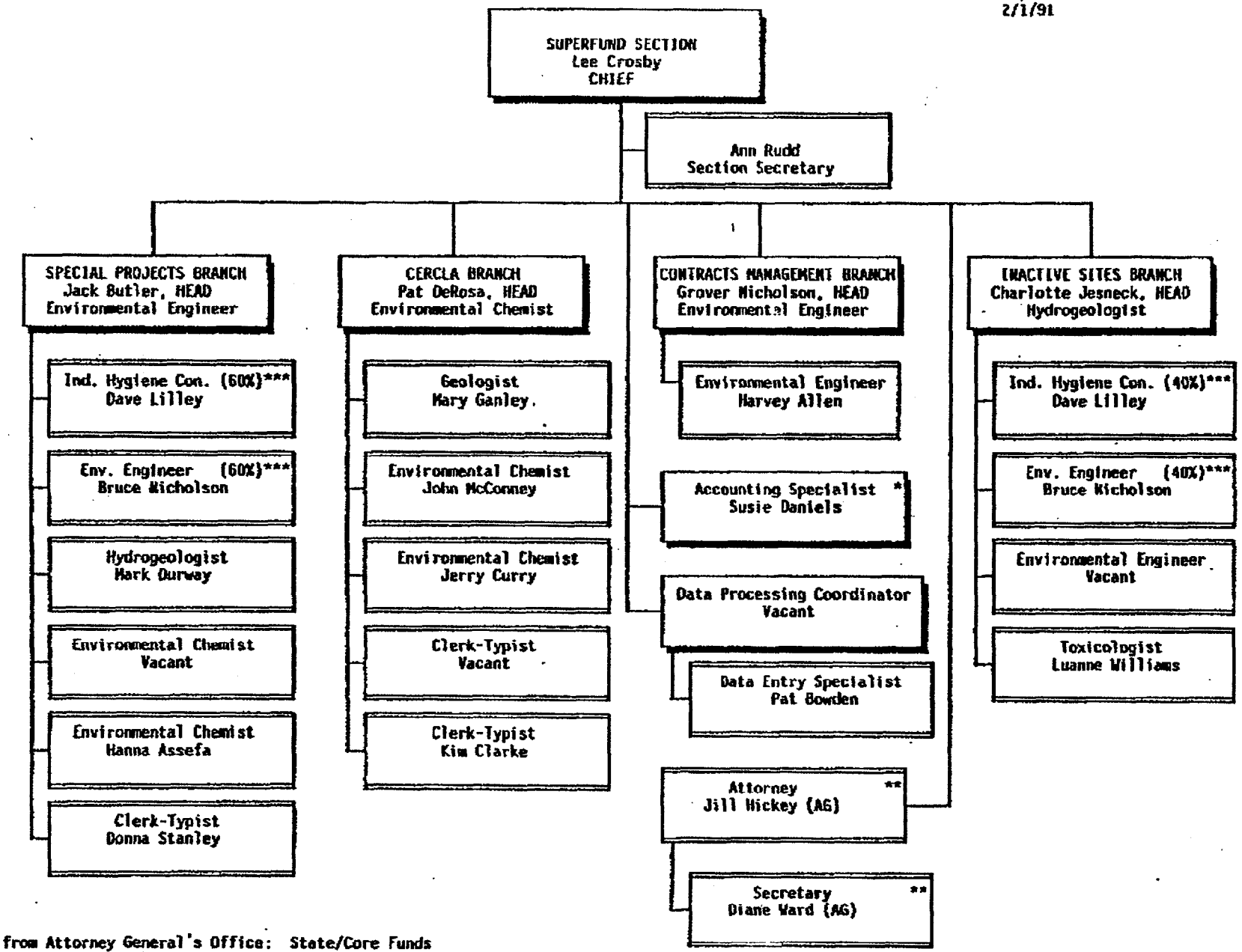
(a) Provide other services that are set out in this agreement or are included in or are consistent with the terms of this agreement or with installation-specific agreements.

REPRODUCED AT GOVERNMENT EXPENSE

REPRODUCED AT GOVERNMENT EXPENSE

Department of Environment, Health, & Natural Resources

Division of Solid Waste Management
Superfund Section
2/1/91




* Core Funds
** Contracted from Attorney General's Office: State/Core Funds
*** Funding Source: 60% Federal 7633-2086 - 40% State

(Hand.dwg)

Doc No: CLEJ-00556-12.03-08/18/91

Doc No: CLEJ-00556-12.03-08/13/91

# PART V

## A. EXPENSE SUMMARY

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ-00556-12.03-08/13/91

# EXPENSE SUMMARY

## Camp Lejeune MCB

## (August 1991 - September 1993)

| | | 1991-92 Annual Salary | 1992-93 Annual Salary | Work Year | August 91-Sept. 92 | August 92-Sept. 93 |
|---|---|---|---|---|---|---|
| 1. | **Personnel** | | | | $39,000 | $42,000 |
| | Environmental Engineer | $37,200 | $40,100 | 2.00/yr. | | |
| | Secretary | $18,000 | $19,000 | 0.20/yr. | | |
| | Personnel Totals for 12 months | | | 2.20 work years | | |
| 2. | **Fringe Benefits** | | | | $9,377 | $9,959 |
| 3. | **Travel** (includes travel for other DEHNR Sections such as the Groundwater Section and possibly one attorney)<br>6 to 8 out-of-state trips<br>25 to 30 in-state trips | | | | $6,212 | $6,809 |
| 4. | **Equipment**<br>Computer for Engineer | | | | $4,500 | $0 |
| 5. | **Supplies** | | | | $1,400 | $1,600 |
| 6. | **Contractual** (not applicable) | | | | $0 | $0 |
| 7. | **Assignees** (not applicable) | | | | $0 | $0 |
| 8. | **Other** | 1991-92 | 1992-93 | | $1,369 | $1,156 |
| | Postage | $219 | $206 | | | |
| | Telephone & Phone System | $450 | $450 | | | |
| | Medical Monitoring | $250 | $250 | | | |
| | Other (office maintenance, wiring, etc.) | $450 | $250 | | | |
| 9. | **Direct Cost** | | | | $61,858 | $61,522 |
| 10. | **Indirect Cost** (27.8%) | | | | $10,842 | $11,678 |
| | **Total Cost** | | | | $72,700 | $73,200 |

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-
12.03-08/13/91

Part VI

# APPENDIX

A. Lobbying Form

B. Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

D. State Signature Authority Form

E. Copy of Signed DSMOA

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-08/13/91

DOD Project Number

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Nay person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

William W. Cobey, Jr. Secretary

Typed Name and Title of Authorized Representative

ERNEST A. GUS
DEPUTY SECRETARY

Signature of Authorized Representative

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-08/13/91

# RECIPIENT CERTIFICATION
# FOR RECIPIENTS OTHER THAN INDIVIDUALS

## DRUG-FREE WORKPLACE ACT 1988

The certification set forth below is a material representation of fact upon which reliance was placed when the agency determined to award the assistance agreement. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirement of the Drug-Free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

A. The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statements; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ - 00556 - 12.03 - 08/13/91

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), within respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

401 Oberlin Road

Raleigh, Wake, NC 27605-1350

Authorized Signature ERNEST A. GAIL DEPUTY SECRETARY

Date 7/12/91

William W. Cobey, Jr., Secretary

Typed Name and Title

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-
08/13/91

DOD Project Number

DOD/STATE MEMORANDUM OF AGREEMENT
COOPERATIVE AGREEMENT

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses encumbered in paragraph (b) of this certification.

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

for William W. Cobey, Jr. Secretary
Typed Name & Title of Authorized Representative

Signature of Authorized Representative 7/22/91
Date

ERNEST A. CARL
DEPUTY SECRETARY

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ-00556-12.03
08/13/91

# DEPARTMENT OF DEFENSE AND STATE MEMORANDUM OF AGREEMENT (DSMOA)

In order to expedite the cleanup of hazardous waste sites on Department of Defense (DoD) installations within the State of North Carolina and ensure compliance with the applicable State law and regulations of the State, DoD and the Department of Environment, Health and Natural Resources, Solid Waste Management Division (SWMD) on behalf of the State of North Carolina enter into this Agreement.

Except as otherwise specified, the terms in this document are unique to this document only.

## SECTION I
## REIMBURSEMENT OF STATE COSTS

### A. COVERAGE

1. This Agreement covers reimbursement of the costs associated with providing State services to Department of Defense installations for activities funded under the Environmental Restoration, Defense (ER,D) appropriation. Installations covered by this Agreement are those owned by the Federal government on the effective date of the Agreement including installations with sites on the National Priorities List (NPL) and installations with sites not on the NPL. The installations covered by this Agreement are listed in Attachment A. This Agreement does not cover the costs of services rendered prior to October 17, 1986; services at properties not owned by the Federal government; and activities funded from sources other than ER,D appropriation.

2. Unless a site-specific agreement provides otherwise, this Agreement is the mechanism for payment of the costs incurred by the State in providing the services listed in Paragraph B of this section in relation to ER,D funded activities at the installations covered by this Agreement. Full payment of State costs pursuant to this Agreement constitutes final settlement of any claims the State of North Carolina may have for performance of services outlined in Section I(B) with respect to ER,D funded work carried out after October 17, 1986, at all of the installations covered by this Agreement, except for those State costs covered by a site-specific agreement.

3. DoD agrees to seek sufficient funding through the DoD budgetary process in accordance with Section II and to pay the State of North Carolina for the services specified in paragraph B for all ER,D funded activities at installations covered by this Agreement, subject to the conditions and limitations set forth in this section.

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ-00556 - 12.03 - 08/13/91

B. SERVICES

State services that qualify for payment under this Agreement include the following types of assistance provided by the State commencing at site identification and continuing through construction, as well as any other activities that are funded by ER,D:

1. Technical review, comments and recommendations on all documents or data required to be submitted to the State under an agreement between the State and a DoD Component, all documents or data that a DoD Component requests the State to review, and all documents or data that are provided by a DoD Component to the State for review as a result of a request from the State made under applicable State law.

2. Identification and explanation of State applicable or relevant and appropriate requirements related to response actions at DoD installations.

3. Site visits to review DoD response actions and ensure their consistency with appropriate State requirements, or in accordance with site-specific requirements established in other agreements between the State and DoD Component.

4. Participation in cooperation with DoD in the conduct of public education and public participation activities in accordance with Federal and State requirements for public involvement.

5. Services provided at the request of DoD-in connection with participation in Technical Review Committees.

6. Preparation and administration of a cooperative agreement (CA) to implement this Agreement, including the estimates of State costs.

7. Other services that the State will provide that are set out in this Agreement or are included in installation-specific agreements.

C. ACCOUNTING PROCEDURES

1. Subject to the provisions of paragraphs D and E, reimbursement of eligible State costs incurred between October 17, 1986, and the date of this Agreement shall be paid if the costs have been documented using accounting procedures and practices that reasonably identify the nature of the costs

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ-00556-12.03-08/13/91

involved, the date the costs were incurred, and show that the costs were entirely attributable to activities at an installation covered by this Agreement.

2. Payment of eligible State costs for services provided after the effective date of this Agreement must comply with all applicable Federal procurement and auditing requirements.

D. MAXIMUM REIMBURSEMENT

Reimbursement for services provided under paragraph B for all installations included in Attachment A shall not exceed one (1) percent of the estimated total costs for all of the work that has been funded by ER,D since October 17, 1986, and that will in the future be funded by ER,D or a minimum of $50,000, per year, whichever is greater. Estimates of cleanup costs developed under this Agreement are provided solely for the purpose of calculating the amount of funding the State is eligible to receive.

E. ANNUAL BUDGET LIMITS

The State may ordinarily request that up to a maximum of twenty-five (25) percent of the total State services funds for all installations listed in Attachment A be provided in accordance with Section II during any fiscal year. DoD may approve an annual budget limit that exceeds twenty-five (25) percent of the total State services funds if the State demonstrates the need for a higher percentage based on the scope of the work projected during the fiscal year. At least ten (10) percent of a State's services funding request will be provided in accordance with Section II of this agreement during a fiscal year if the State requests an allocation of ten (10) percent or more for services under this Agreement. The State may carry over unused funds into subsequent years. If the cost of State services during a fiscal year exceeds the annual budget limit, the State may expend its own funds to pay the cost of those services. To the extent allowable under Federal procedures for cooperative agreements, the State may then seek reimbursement of these costs in a subsequent year through a cooperative agreement as long as the total amount of the payments to the State does not exceed the one (1) percent ceiling, or the annual budget limit for that fiscal year. A payment schedule for reimbursement of past costs will be devised by the State of North Carolina and the DoD.

F. ADJUSTMENT OF COST ESTIMATES

The State or DoD may request a review of total estimated ER,D funded project costs covered by this Agreement once during the terms of a cooperative agreement. The total project costs shall

REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-08/13/91

be revised to reflect the new estimates. The ceiling of one (1) percent of the total project costs shall be adjusted based on the revisions of the total project costs since October 17, 1986. If the total project costs following the Record of Decision (ROD) or equivalent document are lower than previously estimated, the State remains entitled to payment as follows:

a. the State is entitled to payment of all services rendered prior to completion of the new estimate so long as they are within the ceiling of the previous estimate; and,

b. reimbursement of future incurred costs for providing services, at the option of the State, in an amount either:

1. up to a total of previous and future costs of one (1) percent of the revised estimate; or,

2. the lesser of:

i) one quarter (1/4) of one (1) percent of the post ROD or equivalent documents costs; or,

ii) the remaining balance of the one (1) percent entitlement under the previous estimate.

G. PROCEDURES FOR REIMBURSEMENT

Procedures for State reimbursement through cooperative agreements (CAs) are as described in Attachment B and in accordance with Office of Management and Budget (OMB) Circulars A-102, A-87, and A-128. After a CA is awarded, the SWMD may submit a request for advance or reimbursement to DoD on a quarterly basis. DoD will process the request and transfer funds in accordance with Circular A-102. Within sixty (60) days after the end of each quarter, the SWMD shall submit to DoD a status report, including cost summaries which directly relate allowable costs actually incurred by the State under this Agreement during the quarter for services at each installation. Allowable costs shall be determined in accordance with this Agreement and Circular A-87. DoD shall reconcile continuing awards and close out completed awards in accordance with Circular A-102. Auditing of States programs shall be accomplished in accordance with Circular A-128.

H. ADDITIONAL WORK

When an installation requests that a State perform a specific technical study or similar technical support that could otherwise be done by a contractor, and SWMD agrees to do the work, funding

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ-00556-12.03-08/13/91

will be negotiated between the installation and the State outside of this Agreement.

I. EMERGENCIES

In an emergency situation involving a threat to public health or the environment, the State must, unless the nature of the emergency does not permit notification, notify the DoD Component prior to taking removal action in order to be reimbursed for its reasonable costs. Reimbursement of the State for its work will be handled directly between the DoD component and the State, and outside of this Agreement. Disagreements that arise under this paragraph are subject to the Dispute Resolution process in Section IV.

## SECTION II
## FUNDING AND THE PRIORITY SYSTEM

A. The Office of the Deputy Assistant Secretary of Defense (Environment), as the designee of the Office of the Secretary of Defense responsible for carrying out the Defense Environmental Restoration Program, and the DoD components shall seek sufficient funding through the DoD budgetary process to carry out their obligations for response actions at DoD installations within the State. Funds authorized and appropriated annually by Congress under the ER,D appropriation in the DoD Appropriations Act shall be the source of funds for all work contemplated by this Agreement.

B. Should the ER,D appropriation be inadequate in any year to meet the total DoD requirements for cleanup of hazardous or toxic contaminants, DoD shall establish priorities among sites in a manner which maximizes the protection of human health and the environment. In the prioritization process, DoD shall employ a model which has been and will be further developed with the assistance of the States and the EPA. Future enhancements or refinements to the model shall occur in consultation with the States and the EPA. DoD shall also involve the States and the EPA in its use of this prioritization model through review of technical site data. The DoD components shall receive and give full consideration to information provided by the States regarding factors to be considered in decisionmaking in the annual prioritization process for allocating resources available for cleanups. The State accepts that a DoD prioritization system developed and operated as described in this subparagraph is needed and provides a reasonable basis for allocating funds among sites in the interest of a national worst first cleanup program. To that extent, the State will make every effort to abide by the priorities developed thereunder.

REPRODUCED AT GOVERNMENT EXPENSE

Doc NO: CLEJ-00556-12.03-08/13/91

C. Nothing in this Agreement shall be interpreted to require obligation or payment with regard to a site remediation in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

SECTION III
LEAD AGENCIES

Each DoD Component shall designate an individual responsible for managing remedial and removal actions for each installation within the State. This individual shall be responsible for coordinating all tenant activities at the installation with regard to the remedial and removal action program. The individual will also act as remedial project manager (RPM) within the meaning of the National Contingency Plan (40 CFR Part 300).

The State shall designate a lead State agency for each DoD installation within the State. (This agency may vary by installation). The lead State agency for an installation shall coordinate among other State agencies to represent a single State position as to remedial/removal actions at the installation. The lead State agency shall designate a State Agency Coordinator (SAC) who shall be the single point-of-contact between the appropriate DoD component installation and the State regarding State involvement in the remedial and removal actions program at the installation.

SECTION IV
DISPUTE RESOLUTION

A. The Remedial Project Manager (RPM) and the State Agency Coordinator (SAC) shall be the primary points of contact to coordinate the remedial and removal program at each military installation within the State, including the resolution of disputes. With regard to installations or sites for which there are executed Federal Facility Agreements under CERCLA Section 120, dispute resolution provisions as specified in those agreements shall govern. For other sites, it is the intention of the parties that all disputes shall be resolved at the lowest possible level of authority as expeditiously as possible within the following framework. All timeframes for resolving disputes below may be lengthened by mutual consent.

1. Should the RPM and SAC be unable to agree, the matter shall be referred in writing as soon as practicable but in no event to exceed ten (10) working days after the failure to agree, to the installation commander and the chief of the designated program office of the lead State agency or their mutually agreed upon representatives designated in writing.

REPRODUCED AT GOVERNMENT EXPENSE

Doc NO: CLEJ-00556-
12.03-08/13/91

2. Should the installation commander and the chief of the designated program office of the lead State agency or their mutually agreed upon representatives designated in writing be unable to agree within ten (10) working days, the matter shall be elevated to the head of the lead State agency and a counterpart member of the lead Service involved who shall be a general/flag officer or a member of the senior executive service.

3. Should the head of the lead State agency and the counterpart DoD representative fail to resolve the dispute within twenty (20) working days the matter shall be referred to the Governor and the Service Secretary concerned for resolution.

B. It is the intention of the parties that all disputes shall be resolved in this manner. Alternative dispute resolution methods may be used. In the event that the Governor and the Service Secretary are unable to resolve a dispute, the State retains any enforcement authority it may have under State or Federal law.

## SECTION V
## REOPENER

The terms of this Agreement may be modified at any time by mutual Agreement of the parties. If a party requests the Agreement to be reopened but the other party does not concur, the matter will be referred to an individual designated in writing by the signatories to this agreement. In the event they fail to agree within ten (10) working days the matter will be referred to the signatories of this agreement or their successors in office. If no resolution is reached within twenty (20) days, the Agreement shall not be reopened.

## SECTION VI
## TERMINATION

This Agreement may be terminated by either party at the expiration of any cooperative agreement entered into pursuant to this Agreement if the party seeking termination has notified the other party in writing at least ninety (90) days prior to the expiration of the cooperative agreement. After receiving a notice of termination, a party may invoke the dispute resolution process in Section IV. Each signatory of the agreement may involve other officials to whom they report in the process of resolution. The parties by mutual agreement may also refer the matter to the Governor of the State of North Carolina and his(her) counterpart within the Department of Defense.

REPRODUCED AT GOVERNMENT EXPENSE

Doc NO: CLEJ-00556-12.03.
08/13/91

Alternative dispute resolution methods may be used. Failing their agreement, this Agreement shall be considered terminated as of the date the cooperative agreement expires.

Edythe McKinney

Edythe McKinney
Assistant Secretary for
Environmental Protection

DATE: 5/3/91

Thomas E. Baca
Deputy Assistant Secretary
of Defense (Environment)

DATE: 6/6/91

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO: CLEJ-00556-12.03-08/13/91

**ATTACHMENT A TO DSMOA**

DOD INSTALLATIONS COVERED BY THIS AGREEMENT

State of North Carolina

Navy

1. Marine Corps Base Camp LeJuene

INSTALLATIONS MAY BE ADDED TO THIS LIST PERIODICALLY AS NECESSARY IN ACCORDANCE WITH SECTION V, REOPENER.

REPRODUCED AT GOVERNMENT EXPENSE

DOC NO:- CLEJ-00556-
12.03-08/13/91

**ATTACHMENT B to DSMOA**
PROCEDURES FOR STATE REIMBURSEMENT

- The Deputy Assistant Secretary of Defense for (Environment) (DASD(E)) and the Head of the Agency signing on behalf of the State will sign the DSMOA.

- The DSMOA is the overarching agreement of commitment between the DoD and the State, but ***does not*** obligate or commit funds.

- Reimbursement will be accomplished, using Federal Procedures for cooperative agreements (CAs), with States that have signed DSMOAs. Eligible activities are limited to those authorized for the Defense Environmental Restoration Program (DERP), and funded by the Defense Environmental Restoration Account (DERA), Sections 2701 ***et seq.***, of Title 10 U.S.C., and as specified in the DSMOA.

  - Reimbursement will commence as soon as possible with DERA funds.

- DoD policies and procedures for processing CA applications and payments will be developed with input from the States and announced in a ***Federal Register*** notice.

  - In general, these activities will be centralized in the ODASD(E).

  - It is anticipated that these policies and procedures will encompass the following: who may apply, what can be funded, evaluation criteria for awards, submission procedures and closing dates for receipt of applications, and State responsibilities.

  - Within this framework, it is anticipated that monitoring and quarterly reporting procedures for States' program status and financial status will be developed.

- Administration of CAs will be in accordance with Office of Management and Budget (OMB) Circular A-102, Grants and Cooperative Agreements with State and Local Governments, and Title 32 CFR 278, Office of the Secretary of Defense, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

  - A State will submit a complete application package for Federal assistance, consisting of Standard Form 424 (SF 424) and attachments, including a proposal narrative, the signed DSMOA, and a project management plan. The State's application must also include a description of the type and amount of support services

REPRODUCED AT GOVERNMENT EXPENSE

Doc NO: CLEJ-00556-12.03-08/13/91

that the State plans to provide for each installation covered in the DSMOA for the specific award period of the CA.

- CAs will awarded for a term of two (2) years, based on an annual estimate of requirements. Applications will be accepted after signature of the DSMOA by both parties; DoD processing time for applications is expected to be two months.

- The DASD(E) will accept the application, review it, and make a decision as to the award. This CA agreement, when signed by both the DASD(E) and the Head of the Agency signing on behalf of the State, comprises the contractual relationship between the DoD and the State.

- States may request funds in accordance with the methods outlined in OMB Circular A-102 and 32 CFR 278. These documents provide for the following methods of payment: (1) Advances (Letter of Credit), (2) Reimbursement, and (3) Working Capital Advances. A State may request a payment method in its cooperative agreement application.

• Allowable costs will be determined in accordance with OMB Circular A-87, Cost Principles for State and Local Governments. Specific services to be provided by the States will be as described in the DSMOA.

• Auditing of States programs will be accomplished in accordance with OMB Circular A-128, Audits of State and Local Governments.

---

The following is additional information regarding the general procedures that DoD plans to use in implementing DSMOAs and CA's with the States:

1. DoD DASD(E) will invite States to sign DSMOAs and submit applications for CAs.

2. DASD(E) will send a memorandum (Attachment C) to the DoD Components (Army, Navy, Air Force, DLA, and other DoD agencies) asking them to cooperate with the States and compile necessary data. The States and Installations will communicate directly on response activities anticipated to take place over the next two years and on the total DERA cost estimate.

3. DoD Components will use their Chain-Of-Command to develop and pass on data to DASD(E): Component Headquarters will give the message to their Major Commands (e.g., Army Materiel Command), and the Major Commands will forward the message to their Installations (e.g., Sacramento Army Ammunition Depot).



REPRODUCED AT GOVERNMENT EXPENSE

Doc No: CLEJ-00556-12.03-08/13/91

4. The Components will provide information, obtained from their Installations and Major Commands, to DASD(E) by State.

5. Each State contacts DASD(E) about its desire to have a DSMOA and CA, and works with DoD to have State-specific information inserted into the provisions where indicated in the model language and to fill out the CA application.

6. DASD(E) and the State sign the DSMOA and the CA.

7. The State submits requests for payment in advance based on anticipated workload or for reimbursement of services provided under the CA, on a quarterly basis.

8. Quarterly In-Process Reviews (IPRs), or alternative arrangements by mutual consent, will be held between DASD(E) staff and the State agency. IPRs will include State progress reports concerning activities and funding.

9. CA audits will be carried out in accordance with OMB Circular A-128.

REPRODUCED AT GOVERNMENT EXPENSE

North Carolina Intergovernmental Review Process
State Clearinghouse

STATE CLEARINGHOUSE USE ONLY
Application SIP #

CH-1 Type or Print in Black Ink

IF PROJECT INCLUDES CONSTRUCTION/LAND ALTERATION COMPLETE SIDE 2 ALSO

I. PROJECT INFORMATION

1. Applicant/Recipient: a. Applicant Name: Depart. of Environment, Health, & Natural Resources
b. Organization Unit: Division of Solid Waste Management/Superfund Sect
c. Street/P. O. Box: PO Box 27687
d. City: Raleigh
e. State: NC
f. Zip Code: 27611
g. County: Wake
h. Contact Person: Lee Crosby
Phone (include Area Code): 919/733-2801

2. Type Applicant/Recipient: (Enter Appropriate Letter) A
a. State d. County g. Special Purpose District j. Indian Tribe
b. Interstate e. City h. Community Action Agency k. Other (Specify):
c. Substate District f. School District i. Higher Education Institution

3. Congressional District Of:
a. Applicant: 4th
b. Project: 3rd

4. Project Title: Department of Defense-Defense Environmental Restoration Program
5. Project Start Date: 8/1/91
6. Duration: 24 months
7. Area of Impact (cities, counties, etc.): Onslow
8. Estimated Number of persons benefiting: 125,642
9. Has project been reviewed before by State Clearinghouse: ☒ NO ☐ YES project #

II. PROPOSED FUNDING

10. Type of Assistance: (Enter Appropriate Letter(s)) A
a. Basic Grant c. Loan e. Other (Specify):
b. Supplemental Grant d. Insurance

11. Type Application: (Enter Appropriate Letter) A
a. New c. Revision e. Augmentation
b. Renewal d. Continuation

12. Type

| | GRANT CASH | GRANT IN-KIND | LOAN |
|---|---|---|---|
| a. Federal | 145,900 | | |
| b. State | | | |
| c. | | | |
| d. County | | | |
| e. Other | | | |
| f. TOTAL | 145,900 | | |

13. Program a. Federal Catalog No.: 12.113
b. Title: 10 USC Section 2701

14. Federal Agency to Receive Request (name & complete address)
Headquarters - US Army Corps of Engineers
CEMP - RI
Attn: Art Shacter
20 Massachusetts Avenue, NW
Washington, DC 20314-1000

15. Estimated Date to be Submitted to Federal Agency: July 1991

III. PROJECT NARRATIVE (Purpose, Expected Accomplishments, Major Tasks—Attach Estimates) Line Item Budget

16.

The Camp LeJeune Marine Corps Base site was proposed for inclusion in the National Priority List (NPL) in June 1988 and finalized as an NPL site in October 1989.

The Camp LeJeune Military Reservation was established in 1941, and covers 170 square miles in Onslow County. The complex has a number of facilities, including the Marine Corps Air Station New River, which was established in 1951 and adjoins the base. The main functions of the base are to provide housing, training, logistical, and administrative support for Fleet Marine Force Units. The Navy has identified 77 potential waste disposal areas in Camp LeJeune and has designated 23 as posing a potential threat to public health and the environment. The Navy has detected pesticides in the soil and various contaminants in the groundwater. Several on-base drinking water wells have been closed. Approximately 13,800 people obtain drinking water from wells within 3 miles of the contamination on the site, with the nearest well being 3,500 feet away from one of the area of contamination. Groundwater is the sole source of drinking water for the base and the surrounding communities. Surface water from the base drains into the Atlantic Ocean via the New River. Both bodies of water are used for fishing and recreational activities.

The Remedial Investigation/Feasibility Study (RI/FS) and Remedial Designs (RD) will be performed at each of 34 sites within the Camp LeJeune Marine Corps site in the near future. This work is being performed under an Interagency Agreement signed by the US Department of the Navy, the US EPA, and the NC Department of Environment, Health, and Natural Resources. The primary purpose of the RI/FSs is to evaluate the need for the hazardous waste source control measures, identify alternative method of source control, analyze the alternatives, and carry out remedial actions.

The Support Agency Cooperative Agreement for the North Carolina Solid Waste Management Division, Superfund Section, will provide for monitoring the progress of the RI/FS, RD, RA, and consulting with DOD and EPA as the RI/FS, RD, and RA develops and provides information from the State files to DOD, EPA, and EPA contractors.

ERNEST A. CARL
DEPUTY SECRETARY

17. Name & Title (Certifying representative): William W. Cobey, Jr., Secretary
Signature:
Date: 7/15/91

Submit Final (B) copies to address at bottom of Side 2

REPRODUCED AT GOVERNMENT EXPENSE

VOL. IV. LEG - 00506 - 12.03 - 08/13/91

Doc No: CLEJ-00556-12.03-
08/13/91

# DoD/STATE MEMORANDUM OF AGREEMENT
# COOPERATIVE AGREEMENT

## CERTIFICATE OF AUTHORITY

I, Lacy H. Thornburg, do hereby certify that I am the principal legal officer of the State of North Carolina, and that William W. Cobey, Jr. who executed this Cooperative Agreement on the behalf of the State is authorized to bind the State to all terms and conditions of said agreement.

IN WITNESS WHEREOF, I have made and executed this certification this 18th day of July, 1991.

Lacy H. Thornburg
Attorney General

REPRODUCED AT GOVERNMENT EXPENSE