

MEMORANDUM OF AGREEMENT

between the

Louisiana Department of Environmental Quality and the United States Environmental Protection Agency for Enforcement of Response Actions in the Calcasieu Estuary

I. INTRODUCTION

This Memorandum of Agreement (MOA) establishes the roles and responsibilities of the Louisiana Department of Environmental Quality (LDEQ) and the United States Environmental Protection Agency (EPA). This MOA is entered into pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Water Act and in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (the Plan or NCP), 40 C.F.R. Part 300. This Agreement is also entered into pursuant to the Louisiana Environmental Quality Act, La. R. S. 30:2001, et seq.

II. SITE

A Remedial Investigation of the Calcasieu Estuary Site has been conducted. The site includes only the areas investigated under the recently completed Remedial Investigation. The Remedial Investigation Report identifies the following areas within the Calcasieu Estuary Site that require further response action:

- A. Bayou Verdine
- B. Bayou d'Inde
- C. Coon Island Loop
- D. Clooney Island Loop; and
- E. The Citgo Lagoon and Indian Marais Bayou

III. CONTACTS

Every party will maintain communication with other parties through the following contacts:

For DEQ:

Primary contact

Jim Brent
Assistant Secretary
Environmental Assessment Division
LDEQ
7290 Bluebonnet Blvd.
Baton Rouge, LA 70810
(225) 765-0287
james_b@deq.state.la.us

Alternate Contact

Keith Casanova
Administrator
Remediation Services Division
LDEQ
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(225) 765-0287
keith_c@deq.state.la.us

For EPA:

Primary contact

Myron O. Knudson, P.E., Director
Superfund Division (6SF)
1445 Ross Ave.
Dallas, TX 75202
(214) 665-6701
knudson.myron@epa.gov

Alternate Contact

Wren Stenger
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Dallas, TX 75202
(214) 665-6583
stenger.wren@epa.gov

IV. PURPOSE

The general purpose of this Agreement is to create a structure and a process within which each party may effectively and efficiently coordinate its interests and concerns related to the work at the Site with those of the other party, while assuring the responsibilities of each party are fulfilled to the maximum extent possible to derive maximum net environmental benefit, to minimize net environmental loss, and to avoid unnecessary duplication of costs and efforts.

The specific purposes of this Agreement are the following:

- A. To clarify for each party its relationships with the other party and its responsibilities for coordination of Site activities.
- B. To establish primary and alternate contacts for each party.
- C. To designate which agency will be the lead agency and support agency for each area identified in Paragraph II.
- D. To define the responsibilities for the lead agency and support agency.
- E. To timely exchange Site-specific technical information, reports, studies, or other materials.
- F. To allow for the reimbursement by potentially responsible parties of response costs incurred, or to be incurred, by each party to this Agreement.

V. DESIGNATION OF LEAD AGENCY AND SUPPORT AGENCY

The LDEQ shall be the Lead Agency and the EPA shall be the Support Agency for the following areas within the Calcasieu Estuary Site:

- 1. The Citgo Lagoon and Indian Marais Bayou and
- 2. Bayou d'Inde

The EPA shall be the Lead Agency and the LDEQ shall be the Support Agency for the following areas within the Calcasieu Estuary Site:

- 1. Bayou Verdine,

2. Coon Island Loop and
3. Clooney Island Loop

VI. RESPONSIBILITIES OF LEAD AGENCY AND SUPPORT AGENCY

A. Responsibilities of Lead Agency

- 1) Ensure that the areas are remediated in accordance with applicable laws and regulations and protective of human health and the environment.
- 2) Negotiate, execute and/or issue enforceable documents to require the areas to be remediated in accordance with applicable laws and regulations so to be protective of human health and the environment.
- 3) Negotiate, execute and/or issue enforceable documents to require reimbursement of each party's response costs in accordance with applicable laws and regulations or, in the alternative, to allow the Support Agency to take the lead in negotiating, executing and/or issuing its own enforceable documents to require reimbursement of its response costs in accordance with applicable laws and regulations.
- 4) To actively oversee all response actions conducted by the responsible parties.
- 5) To communicate with the Support Agency and provide the Support Agency with all major work products in a timely manner so the Support Agency may provide comments to the Lead Agency. Such work products shall include but not be limited to work plans, community relations plans, and final reports.
- 6) To consult with the Support Agency on remedy selection and other significant issues.
- 7) To implement an effective outreach program that provides the local community with timely project information and provides for meaningful involvement in the response action.
- 8) To carry out the designated responsibilities in accordance with the time frames mutually agreed upon by both parties.

B. Responsibilities of Support Agency

- 1) To review and comment on major work products submitted by the Lead Agency within a timely manner.
- 2) To coordinate with the Lead Agency community relations activities.
- 3) To communicate with the responsible parties only through the Lead Agency or after providing notice to the Lead Agency that the Support Agency intends to communicate directly with the responsible party regarding the Site.

VII. MILESTONES AND TIME FRAMES

The parties agree to establish milestones for each area of the Site and to develop time frames to meet such milestones. The Lead Agency shall be responsible for assuring that the time frames and milestones are met for those areas of the Site for which it is responsible. The mutually agreed upon milestones and time frames shall be incorporated by reference and made a part of this Agreement.

VIII. EXCLUSION OF THIRD PARTY BENEFITS

This Agreement is for the benefit of the parties. It shall not be deemed to expand or abridge the rights of any party or to confer rights on any party not a signatory to this Agreement.

IX. NEGATION OF AGENCY RELATIONSHIP

Nothing contained in this Agreement shall be construed, either expressly or by implication, to make any party the agent of another party.

X. MODIFICATION

This Agreement may be modified from time to time. Any party shall propose any modification to the other party in writing. Each party is responsible for notice to the other party of all proposed and actual modification to its statutory or regulatory authority, forms, procedures, or priorities that could impact activities conducted under the terms of this MOA.

This MOA may be revised as necessary only upon the written agreement of all parties.

Every party, through its primary and alternate contacts, is responsible for providing a copy of this MOA to all employees who may participate in activities at the Site.

XI. TERMINATION

The Supporting Agency may terminate this MOA if any of the following occurs:

The parties are unable to agree to milestones and time frames pursuant to paragraph VII;

The Lead Agency fails to assure that milestones and time frames established pursuant to paragraph VII are met; or

The Supporting Agency determines that the response action proposed by the Lead Agency will not be protective of human health or the environment.

The Supporting Agency may also terminate this MOA as it applies to any specific area within the Site, as identified in section II of this agreement, if the parties responsible for response actions in that area fail to agree to reimburse costs incurred by the Supporting Agency in the form of advance funding to a special account. Such termination shall not affect the MOA for all other areas within the Site unless the parties for response actions in those areas fail to agree to such reimbursement.

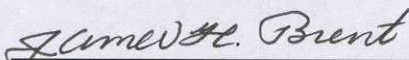
The Supporting Agency will provide written notice of the termination to the other party. If this MOA is terminated, as a whole or as it applies to a respective area within the Site, the parties reserve the right to pursue response actions under their respective authorities.

XIII. EFFECTIVE DATE

This MOA is effective immediately once all signatures have been obtained. It shall remain in effect for the duration that work is being conducted or planned at the Site, unless terminated in accordance with this MOA.

Executed this 6 day of May, 2003.

For the LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



Dr. James Brent
Assistant Secretary
Environmental Assessment Division

For the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



Myron O. Knudson, P.E., Director
Superfund Division (6SF)

MILESTONES AND TIME FRAMES
to the
MEMORANDUM OF AGREEMENT
between the

Louisiana Department of Environmental Quality and the United States Environmental Protection
Agency for Enforcement of Response Actions in the Calcasieu Estuary

Bayou d'Inde Area

Lead Agency - LDEQ

Milestone

Timeframe

Notify potentially responsible
parties

2 months (from date of MOA)

Negotiate and execute enforceable
document to conduct Site Work

6 months

Conduct FS

9 months

Upon completion of the FS, a schedule for further action will be developed jointly between EPA and LDEQ.

Bayou Verdine Area

Lead Agency -EPA

Milestone

Timeframe

Action Memorandum for Main
Channel

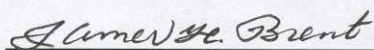
3 months (from date of MOA)

Negotiate and execute enforceable
document for implementation of
Main Channel action

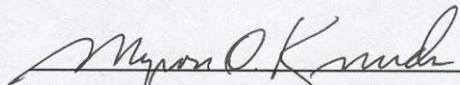
6 months

Coon Island Loop/Clooney Island Loop/the Citgo Lagoon and Indian Marais Bayou Areas

Within six (6) months from the date of signing this MOA, a schedule to address these areas will be developed jointly between EPA and LDEQ.



Dr. James Brent
Assistant Secretary
Environmental Assessment Division
LDEQ



Myron O. Knudson, P.E., Director
Superfund Division (6SF)
EPA Region 6

5/6/03
Date

5/6/03
Date