

MEMORANDUM OF AGREEMENT

BETWEEN

MARINE CORPS BASE, CAMP LEJEUNE, N. C.

AND

DEFENSE REUTILIZATION AND MARKETING OFFICE,
CAMP LEJEUNE, N. C.

1. PURPOSE - This document establishes a Memorandum of Agreement (MOA) between Marine Corps Base, Camp Lejeune (Receiver) and the Defense Reutilization and Marketing Office (DRMO) Camp Lejeune (Supplier) and defines responsibilities and procedures for the Management of Hazardous Property. For the purposes of implementing and maintaining the provisions of this agreement, the Assistant Chief of Staff, Base Operational Support Management Assistance, Marine Corps Base, will act as agent for the Receiver.

2. REFERENCES - The following list of regulations directly affects both the Marine Corps Base, Camp Lejeune (Receiver) and the Defense Reutilization and Marketing Office (DRMO) Camp Lejeune (Supplier). This list is not all inclusive.

- a. (EPA) Protection of the Environment, 40 CFR May 1980
- b. (DOT) Transportation, 49 CFR, as amended, Oct 1982
- c. (State) State of North Carolina Hazardous Waste Management Rules, as amended, 10 NCAC, 10F
- d. (DOD) DEQPPM 80-5 of 13 May 1980
- e. (DOD) DEQPPM 80-9 of 10 Nov 1980



- f. (DOD) DEQPPM 80-8 of 21 Oct 1980
- g. (DOD) Consolidated Hazardous Material/Hazardous Waste Guidance, as amended, July 1982
- h. (DOD) Conforming/Most Nearly Conforming Storage Checklist, Oct 1982
- i. (USMC) MCO 4570.24A
- j. (USMC) USMC Base, Camp Lejeune Base Order 6240.5 of 22 Jun 1982
- k. (State) Resource Conservation & Recovery Act Subpart B Permit, Camp Lejeune, North Carolina, Permit No. NC6170022580 effective 7 September 1984
- l. (DOD) Defense Utilization and Disposal Manual DoD 4161.21-M.

3. ENCLOSURES - The following is a list of enclosures for this Agreement:

- (1) Management of Hazardous Property
- (2) Materials Assigned to DOD Components for Disposal

4. GENERAL PROVISIONS

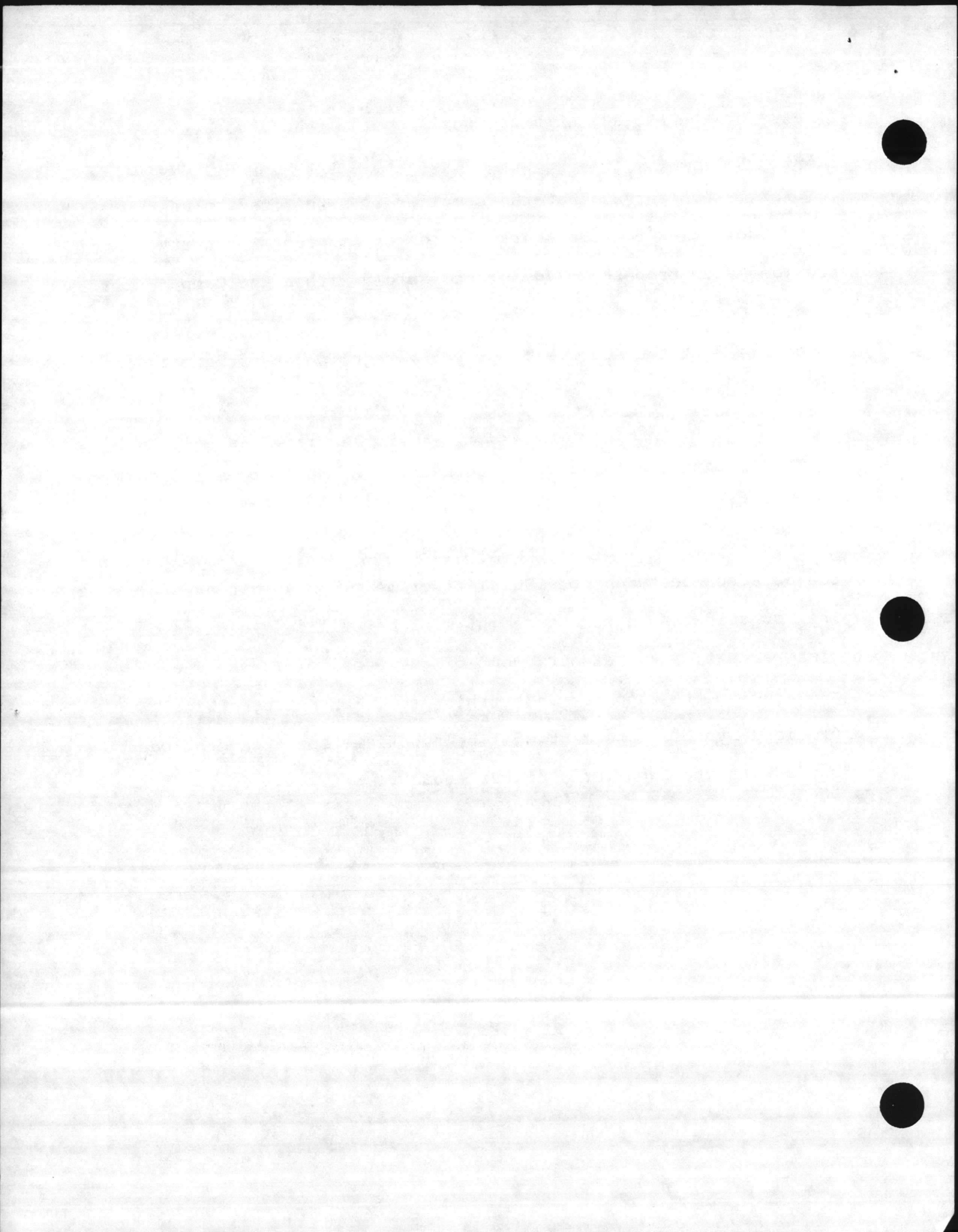
a. The Receiver and Supplier agree that each shall discharge their respective duties under this agreement in compliance with applicable Federal and State statutory and regulatory obligations in effect when this agreement is signed or taking effect during the terms of this agreement.

b. The Receiver and Supplier mutually agree that the hazardous property storage facilities at TP-451 are the most nearly conforming storage on the date of this agreement. Each agrees that the first priority of use of the facilities will be

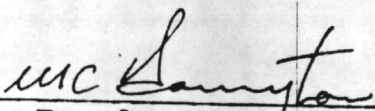


solely for the storage of hazardous property regulated by references (c) and (k) and generated within the Camp Lejeune complex. Each agrees that the supplier is authorized to use these facilities for the storage of other hazardous property provided such property is generated solely within the Camp Lejeune Complex, and that storage of such property does not interfere with the storage of property regulated by reference (k).

c. In the event the hazardous property storage facilities at TP-451 cannot accommodate a turn-in, the Supplier will accept accountability, but not physical custody. Under this condition the Receiver will provide temporary storage until the item(s) can be accommodated by the Supplier or be properly disposed of. The DoD guidance in reference (h) will be utilized in case of disagreement. Any reimbursement of the Receiver for service rendered to the Supplier under this provision not otherwise provided by this agreement will be negotiated on a case by case basis with the Supplier's higher headquarters.



5. EFFECTIVE DATE OF AGREEMENT - This Memorandum of Agreement shall become effective upon its execution and shall continue in force for a period of 6 years. The agreement will be reviewed triennially, and any party to the agreement may initiate reviews and/or modifications at any time should changing conditions warrant. Any changes, modifications or amendments to this agreement will be in writing and subject to approval of all parties concerned.



Typed Name and Signature

M. C. HARRINGTON
Colonel, U. S. Marine Corps

Title

Chief of Staff, MCB, CLNC
6 March 1986

Date

MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA



Typed Name and Signature

DAVID C. WHITWORTH
Colonel, USA

Title

Commander, Defense Reutilization and
Marketing Region 28 Mar 86

Date

DEFENSE REUTILIZATION AND
MARKETING REGION MEMPHIS
MEMPHIS, TENNESSEE



MANAGEMENT OF HAZARDOUS PROPERTY

MCB, CAMP LEJEUNE
AS RECEIVER WILL:

DRMO, CAMP LEJEUNE
AS SUPPLIER WILL:

Training

1. Mutually cooperate to ensure maximum training of personnel in the handling, packaging, and storing of hazardous property.

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Contracts

1. Mutually cooperate to ensure that Contractor's operations performed in the Supplier's facility are in accordance with the contract terms and reference (k).

1. Mutually cooperate to ensure that Contractor's operations performed in the Supplier's facility are in accordance with the contract terms and reference (k). The Supplier will give Receiver prior notification of contractor activity at the TP-451 Facility.



Storage/Warehousing

1. Complete DD Form 1348-1 per applicable Department of Defense instructions and provide it to the DRMO
 2. Acting as the Owner of the hazardous property storage facility, advise DRMO of the EPA and State requirements per reference (k).
 3. Assure that hazardous property presented for turn-in is packaged and labeled per reference (k) and all other applicable requirements. Provide repackaging upon Supplier request.
 4. Mutually agree that use of the TP-451 Facility for storage of hazardous property listed in enclosure (2) may be required. Mutually agree that
1. Inspect hazard property, and accept accountability and physical custody in accordance with DRMS instructions.
 2. Operate the hazardous property storage facility at Building TP-451 in accordance with EPA and State requirements.
 3. Reimburse the Receiver for repackaging required by the Supplier after the Supplier has accepted accountability and physical custody for the hazardous property.
 4. Mutually agree that use of the TP-451 Facility for storage of hazardous property listed in enclosure (2) may be required. Mutually agree that

ENCLOSURE (1)



Receiver will furnish Supplier with sufficient prior notice and information to allow timely informed consultation with Supplier's higher headquarters and to ensure safe handling and storage of the hazardous property. Mutually agree that reimbursement by Receiver for services rendered by Supplier under this section will be based on case by case negotiations by Receiver with Supplier and Supplier's higher headquarters prior to invoking this section.

5. In situations which pose an imminent threat to human health and environment, provide emergency containment and clean-up services to the

Receiver will furnish Supplier with sufficient prior notice and information to allow timely informed consultation with Supplier's higher headquarters and to ensure safe handling and storage of the hazardous property. Mutually agree that reimbursement by Receiver for services rendered by Supplier under this section will be based on case by case negotiations by Receiver with Supplier and Supplier's higher headquarters prior to invoking this section.

5. Immediately report all hazardous property spills and relate emergencies to the Receiver for emergency response. Reimburse the Receiver for costs associated

ENCLOSURE (1)



Supplier for spilled hazardous property for which the Supplier has accountability. Provide these services under a Spill Prevention Control/Countermeasure and Installation Spill Contingency Plan developed by the Receiver.

6. Arrange for emergency response to be provided by the fire department and other emergency services.

Transportation/Shipping

1. Ensure proper preparation and signing of State/Federal manifests for shipping hazardous property and tracking wastes from the Receiver activity to the Supplier activity if necessary.

with the clean-up of spilled hazardous property for which the Supplier has accepted accountability.

6. Within DRMO's capabilities, test and maintain emergency preparedness and prevention equipment, per Ref (k).

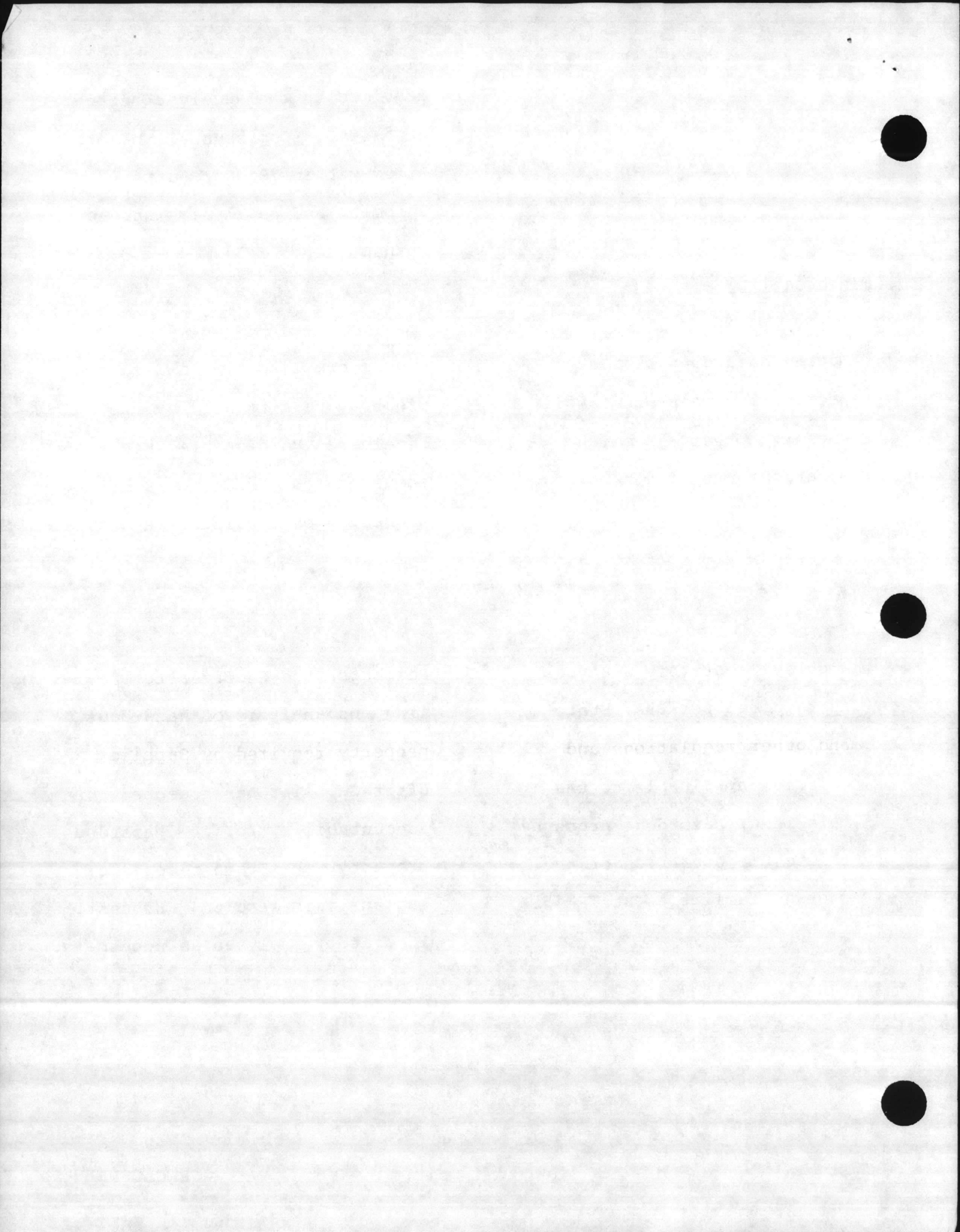
1. Prepare and sign as generator, all State/Federal manifests for shipping hazardous property and tracking waste from the Supplier activity to the disposal site. Ensure copies of all manifest transactions for shipments from facility to disposal site are



provided to the Receiver representative. Copies shall be provided within 72 hours after shipment and shall be signed by Transporter.

Administrative Services

1. Obtain hazardous property permits and maintain compliance with them. Submit hazardous property reports requested from regulatory agencies.
 2. Provide laboratory analyses as required per EPA, State and other regulations and policies applicable to the turn in of hazardous property and to the operation of the storage facilities at TP-451.
1. Ensure compliance with hazardous property permits held by the Receiver. Furnish all information required for EPA/State reporting requested by regulatory agencies.
 2. Reimburse the Receiver for sampling and analysis of hazardous property required by Supplier after Supplier has accepted accountability for the hazardous property. Maintain records of lab analysis results. Request laboratory analyses as necessary.



Safety

1. Provide safety services as necessary to develop, and administer a comprehensive safety program. Monitor and conduct inspections to ascertain compliance with installation policy and procedures.

1. Provide Receiver safety representatives access to hazardous property storage sites upon request.



MATERIALS ASSIGNED TO DOD COMPONENTS FOR DISPOSAL

DOD components shall be responsible for disposal of the following categories of hazardous materials which have not been assigned to DLA:

1. Toxicological, biological, radiological, and lethal chemical warfare materials which, by U. S. law must be destroyed. Disposal of the by-products of such material is the responsibility of the DOD component with assistance from DLA.

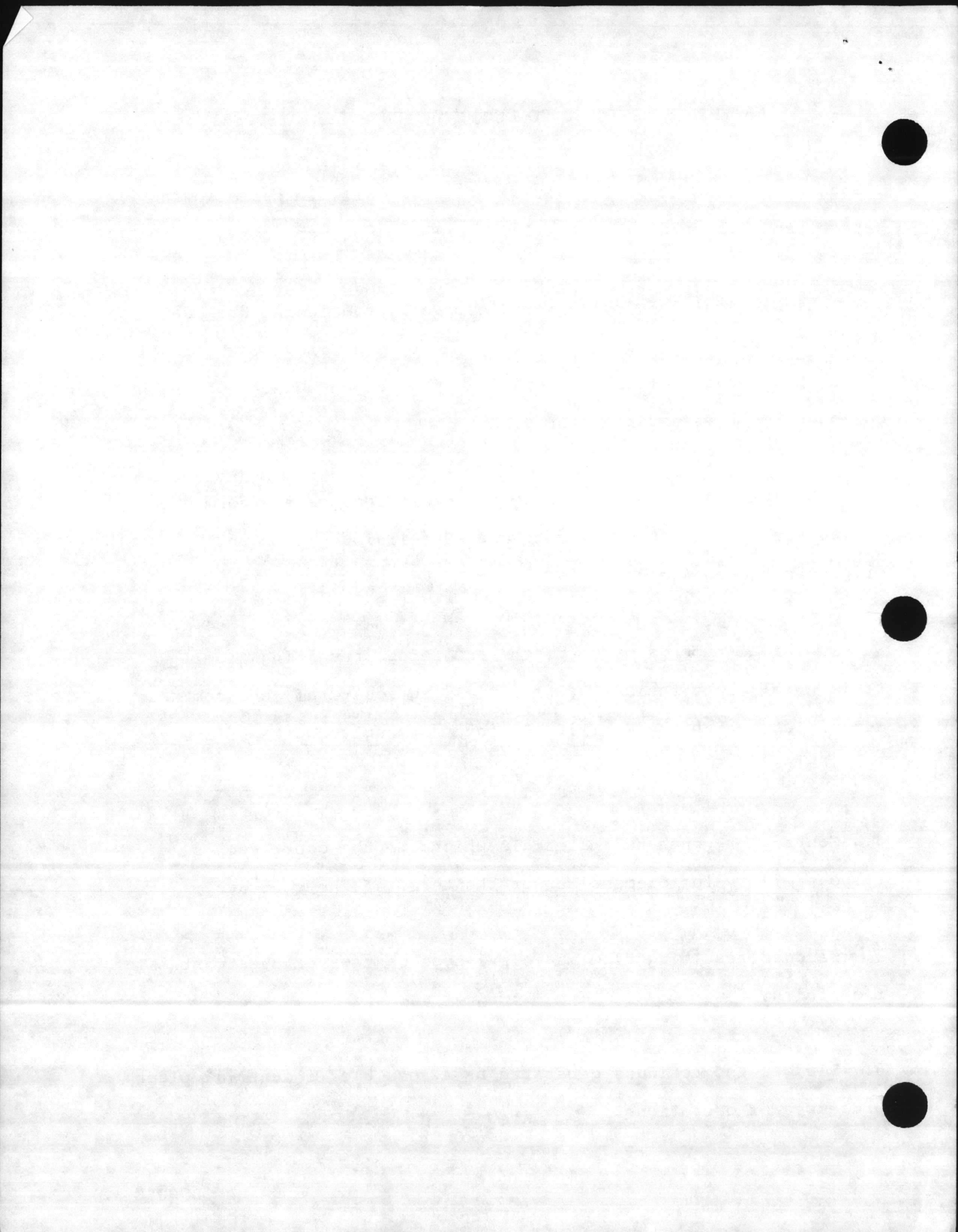
2. Material which cannot be disposed of in its present form due to military regulations; e.g., consecrated religious items and cryptographic equipment.

3. Municipal-type garbage, trash, and refuse resulting from residential, institutional, commercial, agricultural, and community activities, which the Facility Engineer or Public Works office routinely collect.

4. Contractor-generated materials which are the contractor's responsibility for disposal under the terms of the contract.

5. Sludges resulting from municipal-type wastewater treatment facilities.

6. Sludges and residues generated as a result of industrial plant processes or operations.



7. Refuse and other discarded materials which result from mining, dredging, construction, and demolition operations.

8. Unique wastes and residues of a non-recurring nature which research and development experimental programs generate.

