

NRTC 8-14

MEMORANDUM OF AGREEMENT

AMONG

THE UNITED STATES AIR FORCE

THE UNITED STATES ARMY

**THE UNITED STATES
DEPARTMENT OF THE INTERIOR**

**THE UNITED STATES
DEPARTMENT OF VETERANS
AFFAIRS**

AND

**THE COMMONWEALTH OF
MASSACHUSETTS**

**CONCERNING NATURAL RESOURCE DAMAGE
ACTIVITIES IN CONNECTION WITH
THE MASSACHUSETTS MILITARY RESERVATION**

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MEMORANDUM OF AGREEMENT

**AMONG THE UNITED STATES AIR FORCE, THE UNITED STATES ARMY,
THE UNITED STATES, DEPARTMENT OF THE INTERIOR,
THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS AND
THE COMMONWEALTH OF MASSACHUSETTS**

**CONCERNING NATURAL RESOURCE DAMAGE ACTIVITIES IN
CONNECTION WITH THE MASSACHUSETTS MILITARY RESERVATION**

I. PURPOSE AND AUTHORITY.

This Memorandum of Agreement ("MOA") among the United States Departments of the Air Force, Army, Interior and Veterans Affairs, and the Commonwealth of Massachusetts ("Commonwealth" or "State"), is entered into in recognition of their common interests as Natural Resources Trustees ("Trustees") in discharging their responsibilities pursuant to Section 107(f) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9607(f), the Clean Water Act, 33 U.S.C. §1251, *et seq.*, and the Oil Pollution Act of 1990, 33 U.S.C. §2701, *et seq.*, and for the State Trustee only, pursuant to Chapter 21E of the Massachusetts General Laws ("Chapter 21E"), in connection with natural resources under their trusteeships which may have been injured by the release or threatened release of hazardous substances at or from the Massachusetts Military Reservation ("MMR"). This MOA is entered into pursuant to Section 107(f) of CERCLA and, with respect to the State Trustee, pursuant to Chapter 21E, which authorizes the State to address natural resource injuries caused by substances in addition to CERCLA hazardous substances. The parties agree that this MOA does not limit or expand that authority nor address the applicability of Chapter 21E to Federal entities.

The purposes of this MOA are two: first, to provide a framework for coordination among the Trustees and for implementation of the Trustees' activities in furtherance of their responsibilities; and second, in recognition of the importance of coordinating their efforts with those of the Installation Restoration Program ("IRP") being conducted with the oversight of US EPA and the Massachusetts Department of Environmental Protection ("DEP") to address releases or threatened releases of hazardous substances at or from the MMR and other efforts by the IRP to address releases or threatened releases of substances other than CERCLA hazardous substances at or from the MMR, to provide a framework for integrating and coordinating the efforts of the Trustee Council ("Council") with those of the IRP as early as possible, and on an on-going basis to the extent appropriate and feasible. In addition, to the extent that any of the Trustees have responsibilities, pursuant to any of the above-listed statutory authorities, based on injury to natural resources by a release or threatened release of substances other than CERCLA hazardous substances at or from the MMR, those Trustees agree to coordinate their efforts, as

described in Section III, below, with any efforts of the IRP to remediate such substances. Nothing in the immediately preceding sentence enlarges any Trustee's authorities under CERCLA or any of the other statutes referenced in the preceding paragraph in connection with natural resources.

The Air Force and Army enter into this MOA in their respective capacities as Trustees for their respective departments. The Air Force also enters this MOA in its capacity as "executing agency" for the lead agency, the Department of Defense, for CERCLA response actions at MMR. In the event the Air Force ceases to function as "executing agency", the Army agrees to function as "executing agency" for purposes of implementing this MOA.

The United States Environmental Protection Agency ("EPA") participates in this MOA in furtherance of its responsibilities under CERCLA, the National Oil and Hazardous Substances Contingency Plan ("NCP"), and other applicable laws and regulations. The Massachusetts Department of Environmental Protection participates in this MOA in furtherance of its responsibilities under Chapter 21E and its rights under CERCLA.

II. OBJECTIVES.

The Trustees shall coordinate their activities to achieve the following objectives:

- A. Characterize the scope, nature and extent of natural resource injuries, if any, resulting from releases or threatened releases of hazardous substances at or from MMR, identify damages, if any, and/or prepare a comprehensive natural resource restoration plan, as appropriate, to address natural resource injuries resulting from releases or threatened releases of hazardous substances at or from MMR;
- B. Assess as appropriate the damages and/or restoration costs determined under A, above, together with the reasonable costs of assessment;
- C. Jointly use any natural resource damage recoveries, as permitted by applicable law, and consistent with Section VI of this MOA, to restore natural resources; and
- D. Work to coordinate and integrate their activities with the ongoing IRP as appropriate and feasible. The Parties intend that this objective may include, without limitation, coordination and integration of such Trustee activities as natural resources injury assessment and development of natural resources restoration or other appropriate plans with such IRP activities as remedial investigation and feasibility studies, and remedial design and implementation, respectively, as appropriate and feasible.

III. INTEGRATION OF THE NATURAL RESOURCES RESTORATION PROCESS WITH THE MMR IRP PROCESS.

The Trustees shall coordinate their activities with the IRP and, consistent with the Charter of the MMR Joint Program Office (JPO), with the Director of the JPO, to the extent possible. Accordingly, the Trustees, the Air Force as "executing agency" for CERCLA response actions at MMR, US EPA and the Massachusetts DEP, agree that:

A. The Trustees and the Council will endeavor to act so as not to delay IRP response actions.

B. With appropriate information and cooperation from the Trustees, the Air Force, in implementing the IRP, will endeavor to minimize natural resource injury, and to integrate natural resources restoration into IRP response actions

C. The Council and the Air Force, through the Director, Environmental Restoration, Air Force Center for Environmental Excellence ("ER Director"), who manages the IRP at MMR, shall endeavor to meet at the request of either to discuss any relevant matters and to maximize cooperation and coordination of activities.

D. The Council acknowledges that the Air Force, through the IRP, has certain statutory and administrative duties under CERCLA. The Council will endeavor to integrate the natural resource restoration process with the IRP to the greatest extent practicable consistent with the duties of the signatory Trustees.

E. The Air Force, through the ER Director, shall make good faith efforts to provide the Council reasonable access to documents relevant to the natural resources restoration process. The Council shall make good faith efforts to provide the ER Director reasonable access to documents relevant to the IRP.

F. The Council shall endeavor to provide comment on relevant documents to the ER Director, EPA and DEP within the timelines established in the Massachusetts Military Reservation Remedial Program Managers Consensus Agreement #96-01, dated November 7, 1996, or successor agreements, as amended (Attachment A to this MOA). Individual Trustees may provide comment on documents to the ER Director, EPA and DEP, as appropriate.

IV. DEFINITIONS.

For purposes of this MOA only:

A. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 *et seq.*

B. "Chapter 21E" means the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, as amended.

C. "Federal Trustees" means the United States CERCLA Natural Resource Trustees who are signatories to this MOA.

- D. **"Hazardous Substances"** shall have the same meaning as set forth in Section 101(14) of CERCLA.
- E. **"Installation Restoration Program" or "IRP"** means the program of the United States Department of Defense as described in 10 U.S.C. §2701 *et seq.*
- F. **"Massachusetts Military Reservation" or "MMR"** shall mean the real property comprising the Massachusetts Military Reservation as described in the EPA Hazard Ranking Scoring Package dated November 1989, and entitled "Otis ANGB: UTES AND PDO sites (Camp Edwards)" and in the Revised Strategic Plan for the MMR IRP, dated September 24, 1997, as amended. Such real property is located on the "upper" western portion of Cape Cod within or bounded by Bourne, Mashpee, Falmouth and Sandwich in Barnstable County, Massachusetts, approximately 60 miles south of Boston and comprising approximately 22,000 acres.
- G. **"National Contingency Plan" or "NCP"** means 40 CFR Part 300.
- H. **"Natural resources"** shall have the same meaning as set forth in Section 101(16) of CERCLA, 42 U.S.C. §9601(16).
- I. **"Natural Resource Damage Recoveries"** means any funds received from a Potentially Responsible Party as a result of a request or claim for natural resource damages pursuant to Section 107(f) of CERCLA by a Trustee who is signatory to this MOA, and in the case of the State Trustee, may also include any funds received from a PRP as a result of a request or claim for natural resource damages pursuant to Chapter 21E.
- J. **"Natural Resource Damage Restoration Process"** shall mean the activities of the Trustees conducted in accordance with their responsibilities and duties under Section 107(f) of CERCLA, Chapter 21E to the extent applicable, and other applicable law.
- K. **"Parties to this MOA"** means the Federal Trustees, the State Trustee, and, for purposes of Section IX.A., only of this MOA, the Commonwealth of Massachusetts.
- L. **"Potentially Responsible Party" or "PRP"** means any person or entity described in Section 107(a) of CERCLA and, with respect to entities subject to Massachusetts law, also has the meaning set forth in Chapter 21E, §5(a).
- M. **"Response"** shall have the same meaning as set forth in Section 101(25) of CERCLA, and with respect to entities subject to Massachusetts law, also has the meaning set forth in Chapter 21E, §2.
- N. **"Restore" or "Restoration"**, in the context of natural resources, means any actions undertaken pursuant to CERCLA Section 107(f), 42 U.S.C. §9607(f), and with respect to the State Trustee and entities subject to Massachusetts law, may also mean actions undertaken pursuant to Chapter 21E, §5(a), to the extent applicable.
- O. **"State Trustee"** means the Secretary of the Executive Office of Environmental Affairs, Commonwealth of Massachusetts.

P. "Trustees" means the Trustees who are signatories to this MOA.

V. TRUSTEES AND ADVISORS.

A. **Natural Resource Trustees.** Under applicable law and with regard to this MOA, the following officials or their successors are, or are authorized to act for, Natural Resource Trustees:

Mr. Robert Durand, Secretary of the Executive Office of Environmental Affairs,
for the Commonwealth of Massachusetts;

Mr. Thomas McCall, Deputy Assistant Secretary, Environment, Safety and
Occupational Health, for the U.S. Air Force;

Mr. Raymond J. Fatz, Deputy Assistant Secretary, Environment, Safety and
Occupational Health, for the U.S. Army;

Mr. Bruce Babbitt, Secretary of Interior, for the U.S. Department of the Interior;
and

Mr. Roger R. Rapp, Director, Office of Field Operations, National Cemetery
Administration, for the U.S. Department of Veterans Affairs.

B. **Other Natural Resource Trustees.** Nothing in this MOA precludes any natural resource Trustee, not a Party to this MOA, who has a natural resource interest that is affected by the release of hazardous substances at or from MMR, from exercising statutorily mandated duties. Any such natural resource Trustee may be added to this MOA by amendment of this MOA, as authorized by applicable law.

C. **Reservation of Authority.** Nothing in this MOA is to be construed to mean that any natural resource Trustee with an interest in MMR, whether a Party to this MOA or not, cedes any natural resource Trustee responsibility or authority. Further, nothing in this MOA diminishes or otherwise limits the authorities and responsibilities of the United States Air Force and the United States Army in their capacity as "executing agencies" for the Department of Defense as "lead agency" for response actions at MMR.

D. **Advisors.** As determined to be appropriate by the Trustees, or as required by applicable law, the Trustees may coordinate with the following as advisors:

U.S. Department of Justice ("DOJ");

Massachusetts Office of the Attorney General;

U.S. Environmental Protection Agency ("EPA");

Massachusetts Department of Environmental Protection ("DEP");

The U.S. Department of Commerce/National Oceanic and Atmospheric
Administration ("NOAA"); and

Other entities as determined necessary and appropriate by the Trustees.

VI. JOINT USE OF NATURAL RESOURCE DAMAGE FUNDS.

A. State and Federal Trusteeships. The Trustees recognize that each has a trusteeship, under CERCLA and other applicable law, over natural resources and that the scopes of the respective trusteeships may overlap in some situations.

B. Joint Use of Natural Resource Damage Recoveries. Any natural resource damage recoveries received jointly by the signatory Trustees, any natural resource damage recoveries received individually by a signatory Trustee for injury to other natural resources for which more than one signatory Trustee has responsibility, and any interest earned thereon, may be expended by the Council only for the purposes authorized by §107(f) of CERCLA, and only pursuant to prior written agreement by the signatory Trustees. Any natural resource damage recoveries received individually by a signatory Trustee for injury to natural resources for which no other Trustee claims jurisdiction may be expended pursuant to section 107(f) of CERCLA, or Chapter 21E to the extent applicable, individually by the recovering Trustee, at the option of the recovering Trustee.

C. Retention of Natural Resource Damage Recoveries. To the extent permitted by law or any court order, the Council shall hold any natural resource damage recoveries in an interest-bearing account, unless the Council determines otherwise.

D. Coordination After Division. In the event a division of natural resource damage recoveries is made under Section IX.F., "Termination", of this MOA, the Trustees who remain signatories to this MOA shall continue to comply with this MOA.

VII. TRUSTEE COUNCIL.

A. Composition. This MOA establishes a Trustee Council ("Council"). Within ten days of the execution of this MOA, each Trustee shall designate a permanent representative to the Council (the "Representative"). When the Representative is unable to participate in a meeting, the Representative may designate an alternate (with the same authority and responsibility as that of the Representative, unless the Representative expressly provides otherwise), by notifying the Council in advance of such meeting. Representatives or alternates may bring to meetings such staff as consultants as they deem appropriate. In addition, the U.S. Department of Justice and the Massachusetts Attorney General's Office each may provide one consultant to participate in Council meetings. U.S. EPA, NOAA and DEP each may appoint to the Council a non-voting advisor, who may be accompanied by legal counsel and/or staff as consultants. The Council shall meet in Massachusetts, unless the Council agrees otherwise.

B. Communications. To the extent not designated herein, within ten days of the execution of this MOA each Trustee and Advisor shall notify all the other Trustees and Advisors of their name(s), address(es), phone number(s), electronic mail

address(es) and facsimile number(s), and/or of those of their respective Representatives who shall receive all correspondence and communications on behalf of such Trustee or Advisor.

C. Decision-making and Dispute Resolution. Any action proposed to be taken by the Council, including but not limited to actions by a Lead or Administrative Trustee, must be approved by unanimous consent of the Representatives or their alternates. If a Representative or alternate cannot attend a Council meeting, that Representative may provide written authorization to the Council to act in his or her absence. Without the attendance of all Representatives or their alternates or such authorization, or in the event a Representative or alternate abstains from voting (except as provided at Section VIII.C.5., of this MOA), the Council shall be deemed to lack unanimous consent. If agreed to by all Representatives or alternates, participation in Council meetings may be *via* telephonic or other electronic means. If a dispute arises involving decisions under this MOA, the Council shall first try to resolve the dispute through good faith discussions directed toward obtaining consensus of the Council. If consensus cannot be reached, the matter shall be elevated to the named Trustees who may expressly delegate their decision-making authority to a senior supervisory level designee for decision or further instructions. In the event of irreconcilable disputes, the disposition of funds recovered from PRPs shall be governed by Section IX.F.3., of this MOA. The Trustees may establish other mechanisms to resolve disputes consistent with this MOA.

D. Duties and Authority. Subject to review and direction by the Trustees, and in accordance with Section 107(f) of CERCLA, the Council shall have the following duties and authorities:

1. **Generally.** The authority to make all decisions and take any actions reasonably necessary to carry out the purposes of this MOA;
2. **Coordination.** The duty to coordinate and authorize all Trustee activities and matters under this MOA;
3. **Informing Advisors.** The duty to inform the Advisors of significant Trustee activities in a timely manner, in advance to the extent practicable, so as to provide for meaningful participation by the Advisors in Council meetings;
4. **Public Notice and Comment.** The duty to provide the opportunity for public notice and comment as may be required by law for activities under this MOA, if such notice and comment do not duplicate that which is provided by the IRP; and
5. **Community Involvement.** The Council shall provide the communities affected by its work with early, direct and meaningful involvement in the natural resources restoration process. To the extent practicable, the Council shall avoid duplication of IRP community involvement activities in the natural resources restoration process. As appropriate, the Trustees shall designate members from their respective agencies to: (i) attend and participate in public meetings and other community fora convened by the Trustee Council regarding the natural

resource restoration process; (ii) distribute fact sheets concerning the activities conducted under this MOA to the public; and (iii) provide timely and appropriate responses to inquiries from the public.

E. Lead Trustees. Where permitted by law, the State Trustee and the United States Air Force Trustee may serve as the co-lead Trustees to act on behalf of the Council.

F. Administrative Trustee. The United States Air Force shall serve as the Administrative Trustee. Its responsibilities may include:

1. Scheduling of Council meetings, preparation of meeting agendas, and recording the minutes of meetings;
2. Acting as the central contact for the Council.
3. Maintenance of all relevant records and documents received or generated by the Council;
4. From time to time, preparing and issuing, subject to Council approval, public reports on the work of the Council;
5. Unless otherwise determined by the Council, acting as fiscal agent for the Council, receiving and disbursing funds pursuant to Council directives to the extent permitted by applicable law.
6. Such other duties as are unanimously agreed upon by the Council.

VIII. TECHNICAL SERVICES.

A. The Council may, through any of the governmental entities or agencies represented on the Council, contract for appropriate natural resource damage assessment or restoration-related services, including but not limited to technical assistance. Council determinations as to qualifications in this regard are subject to applicable Federal and State laws and regulations pertaining to contracting.

B. Council Annual Estimates of Needs and Funding. Within 150 days of the effective date of this MOA the Council shall make good faith efforts to estimate in writing to the ER Director its needs for natural resource damage assessment or restoration-related services and funding, and to the extent practicable shall do so annually thereafter no later than January 15 of each year this MOA remains in effect. The Council may provide additional or supplemental estimates more frequently, but understands that, because of federal budget cycles, estimates made after January 15 of any particular year likely would result in the Council's needs not being considered in compiling the budget for the next following federal fiscal year. The Air Force and Army, through the ER Director, shall consider the Council's written estimates in compiling their annual budgets.

C. Council Requests for Funding or Services.

1. The Council may request in writing that the ER Director either fund activities identified in Section VIII.A., or provide to the Council appropriate natural resource damage assessment or restoration-related services, including but not limited to technical assistance.
2. Such technical assistance may include project design and technology review, site analysis, restoration planning or services, testing, sampling, and other services or studies;
3. The Council shall support any such request in writing by:
 - a. a showing that such damage assessment and/or natural resource restoration related services or funding are appropriate to assess, restore, replace or acquire the equivalent of injured natural resources, and that any proposed assessment costs are reasonable;
 - b. a specific description of the scope of services needed; and
 - c. a statement of the time by which services are requested to be completed.
4. The Council shall provide the request as early as possible so as to integrate restoration actions with the IRP to the extent possible.
5. For purposes of this paragraph C only, and notwithstanding any other provision of this MOA, any abstention by the Air Force Representative in a vote on any Council request described in this paragraph C shall not constitute a lack of unanimous consent of the Council. Any position taken by the Air Force Representative shall not be binding upon the decision of the ER Director described in subparagraph 6 below.
6. Subject to Section IX.G., "Anti-Deficiency", the Air Force shall provide the requested funding or natural resource damage assessment or restoration-related services unless the Air Force, through the ER Director, determines in writing within 30 days of receiving the request for assistance why the Council's request will be denied. Prior to the issuance of any such denial, the Air Force shall provide a written invitation to the Council to meet and discuss the Council's request. The period from the issuance of such invitation until the conclusion of any such discussions, or written notice from the Council declining such invitation, shall be excluded from the calculation of the above-referenced thirty-day period. The Air Force, through the ER Director, shall notify the Mass DEP and US EPA contemporaneously with the Trustees of any such written determination.

D. The Council may utilize some or all of the procedures set forth at 43 CFR Part 11.

IX. GENERAL PROVISIONS.

A. Responsibility for Funding of Costs Incurred. Parties to this MOA agree to negotiate the questions of their liability, if any, and share of liability, if any, for damages for injury to, destruction of, or loss of natural resources under section 107 of CERCLA and/or Chapter 21E, and for reasonable costs of assessing such injury, destruction, or loss. Nothing in this paragraph shall be construed as an admission of liability or waiver of rights or defenses by Parties to this MOA.

B. Reservations. Neither execution of this MOA nor performance of any activities hereunder shall constitute an admission by, or waive any claims or defenses of, any Trustee. Nothing in this MOA shall preclude any PRP, whether a Trustee or not, from seeking contribution from other PRPs.

C. Third Parties. This MOA shall not waive or vest rights or defenses in persons or entities not Parties to this MOA.

D. Effective Date. This MOA shall be effective upon execution by all the Trustees or their designees, and for the purposes of Section IX.A., by the Commonwealth. This MOA may be executed in one or more counterparts, each of which will be considered an original document. Portions of this MOA directly affecting EPA and/or DEP shall only be effective as to EPA and/or DEP upon signature of the Parties, EPA and/or DEP, as applicable.

E. Amendment. This MOA may be amended only by a writing signed by all the Trustees or their designees. Any such amendment directly affecting EPA and/or DEP shall also be signed by EPA and/or DEP in their capacity as Advisors, as applicable.

F. Termination.

1. This MOA shall be in effect until the Council determines no further action is required pursuant to it.

2. Any Trustee may withdraw from this MOA, but only after that Trustee has made efforts to resolve any dispute in accordance with paragraph C of Section VII of this MOA, including but not limited to any dispute concerning that Trustee's continued funding participation under this MOA. Such withdrawal shall be effective upon thirty (30) days written notice to all Trustees. Any Advisor may withdraw from this MOA effective upon ten days written notice to the Parties.

3. In the event that this Agreement is terminated or one of the Trustees withdraws, the Trustees agree that they will continue to coordinate their activities in connection with the natural resource restoration process, and that they will be guided by the objectives set forth in Section II of this Agreement to the greatest extent practicable. The disposition of any unobligated sums recovered as natural resource damages, and any interest earned thereon, shall be determined by further agreement of the Trustees or, if an agreement cannot be reached, upon application by a party to this MOA to the appropriate judicial forum, for allocation of such recoveries and interest by the Court. In making the allocation of these

moneys among the Trustees, the Court shall consider the need to achieve, to the maximum extent practicable, the natural resource restoration objectives of this MOA and shall further consider the overlapping jurisdictions of the federal and state trustees. The Trustees further agree that any unobligated funds recovered pursuant to their authority under CERCLA as natural resource damages, and any interest earned thereon, shall be expended pursuant to Section 107(f) of CERCLA and/or, in the case of any State Trustee recovery solely pursuant to Chapter 21E, in accordance therewith. Any withdrawing Trustee may withdraw from the Council's control any funds that the withdrawing Trustee obtained as a recovery for damages to natural resources solely under that Trustee's jurisdiction and voluntarily provided to the Council. Also, any withdrawing Trustee may withdraw that share of the moneys, including interest if any, received by the Council pursuant to joint recoveries on behalf of the withdrawing Trustee and other signatory Trustees for natural resource damages under the authority of §§107(a)(4)(c) and 107(f) of CERCLA which is proportional to the damages suffered by the withdrawing Trustee for injury to natural resource interests under its jurisdiction in relation to those of the other signatory Trustees for which the joint recoveries were made. That share shall be negotiated at the time of the Trustee's withdrawal from the Council. If negotiations fail, the withdrawing Trustee may seek resolution of its share in the appropriate judicial forum.

4. The withdrawal of any Trustee from this Agreement, for whatever reason, shall not affect the subsequent validity of this Agreement among the remaining Parties. A Party that has withdrawn from this Agreement shall have no further obligations under this Agreement except for the obligations under Section IX(F)(3), above, to continue to coordinate activities to the greatest extent practicable, and to expend unobligated funds recovered for natural resource damages solely to develop and implement a plan to restore injured natural resources under their trusteeship, as mandated by Section 107(f) of CERCLA and/or in the case of the State Trustee, Chapter 21E, as appropriate.

G. **Anti-Deficiency.** Nothing in this MOA shall be construed as obligating the United States or the Commonwealth, their officers, agents or employees, to expend any funds in excess of appropriations or other amounts authorized by law.

H. **Judicial Review.** No Trustee shall seek judicial review of any action or decision taken by the Council pursuant to this MOA. Nothing in the preceding sentence shall affect the right of any Trustee to seek contribution or injunctive relief pursuant to CERCLA or other applicable law.

The Trustees, through their designated Representatives, and for purposes of Section IX.A., the Commonwealth of Massachusetts, and the Advisors, on the pages designated below have signed this MOA, consisting of 21 pages including all signature pages, on the day and year appearing opposite their signatures, and certify that they have the authority to sign this MOA and perform the duties and obligations contained herein.

Signing as TRUSTEES or TRUSTEE DESIGNEES on pages 13 - 18:

Robert Durand, Trustee for the Commonwealth of Massachusetts, signing on page 13;
Thomas F. Reilly, Attorney General, for the Commonwealth of Massachusetts for purposes of Section IX.A., signing on page 14;
Thomas McCall, Deputy Assistant Secretary (Environment, Safety and Occupational Health) as Trustee for the United States Air Force, and for the United States Air Force as "executing agency" for the Department of Defense for CERCLA response actions at MMR, signing on page 15;
Raymond J. Fatz, Deputy Assistant Secretary (Environment, Safety and Occupational Health), as Trustee for the United States Army, signing on page 16;
Willie R. Taylor, Director, Office of Environmental Policy and Compliance, Trustee Designee for the Department of the Interior, signing on page 17; and
Roger R. Rapp, Director, Office of Field Operations, National Cemetery Administration, Trustee Designee for the United States Department of Veterans Affairs, signing on page 18.

Signing as ADVISORS on pages 19 - 21:

John P. DeVillars, Regional Administrator, United States Environmental Protection Agency Region I, signing on page 19;
David B. Struhs, Commissioner, Massachusetts Department of Environmental Protection, signing on page 20; and
Kenneth Finkelstein, Ph.D., NOAA Coastal Resource Coordinator, Federal Region #1, for the National Oceanographic and Atmospheric Administration, signing on page 21.

Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, as Trustee for the Commonwealth of Massachusetts,



Robert Durand, Trustee for
the Commonwealth of Massachusetts

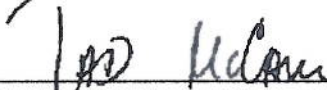
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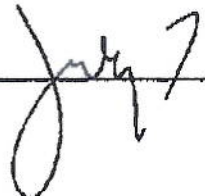
Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, for the Commonwealth of Massachusetts for purposes of Section IX.A.,

Thomas F. Reilly
Thomas F. Reilly, Attorney General,
for the Commonwealth of Massachusetts
for purposes of Section IX.A.

Feb 10, 1999

Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, as Trustee for the United States Air Force, and for the United States Air Force as "executing agency" for the Department of Defense for CERCLA response actions at MMR,


Thomas McCall, Deputy Assistant Secretary
(Environment, Safety and Occupational Health),
Trustee for the United States Air Force,
and for the United States Air Force as
"executing agency" for the Department of Defense
for CERCLA response actions at MMR

, 1998

Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, as Trustee for the United States Army,




Raymond J. Fatz, Deputy Assistant Secretary
(Environment, Safety and Occupational Health),
Trustee for the United States Army

August 14, 1998

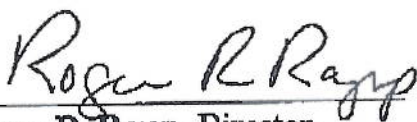
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Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, as Trustee Designee for the United States Department of the Interior,


Willie R. Taylor, Director,
Office of Environmental Policy and Compliance,
Trustee Designee for the
United States Department of the Interior

 _____, 1998

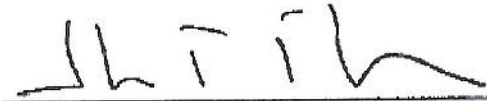
Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, as Trustee Designee for the United States Department of Veterans Affairs,


Roger R. Rapp, Director,
Office of Field Operations,
National Cemetery Administration,
Trustee Designee for the United States
Department of Veterans Affairs

FEB 18 1999

, 1999 9

Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, as Advisor to the Trustee Council,



John P. DeVillars, Regional Administrator,
United States Environmental Protection Agency
Region I, New England

7/13/98, 1998

Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, as Advisor to the Trustee Council,



David B. Struhs, Commissioner,
Massachusetts Department of Environmental Protection

August 1, 1998

Signing the Memorandum of Agreement among the United States Air Force, the United States Army, the United States Department of the Interior, the United States Department of Veterans Affairs and the Commonwealth of Massachusetts concerning natural resource damage activities in connection with the Massachusetts Military Reservation, consisting of 21 pages including all signature pages, as Advisor to the Trustee Council,



Kenneth Finkelstein, Ph.D.,
NOAA Coastal Resource Coordinator,
Federal Region #1, for the
National Oceanographic and Atmospheric Administration

29 June, 1998

ATTACHMENT A

**MASSACHUSETTS MILITARY RESERVATION
REMEDIAL PROGRAM MANAGERS
CONSENSUS AGREEMENT #96-01**



GOAL: The parties wish to clarify as well as streamline the comment, response, and final approval process for documents at Massachusetts Military Reservation (MMR) in order to adhere to the aggressive Plume Response Schedule.

AGREEMENT:

In order to accomplish this goal, the Remedial Program Managers (RPMs) and their contractors agree to adhere to the following generic schedule for document issue, comment, response, and final approval. Note that the time allowed below proceeds from when the drafts, comments, and/or documents are received by the commenter(s).

ACTION	FROM WHOM	TO WHOM	TIME	ACCRUED TIME
Draft document issued in hard copy via mail	IRP and its contractors	EPA, DEP, ARNG & Others	0 weeks	0 weeks
Comments made and forwarded via e-mail or fax and mail	EPA, DEP, ARNG and others	IRP	2 weeks	2 weeks
Responses to all comments received are provided via e-mail or fax and mailed with a formal cover Response to Comments Letter (RCL)	IRP and its contractors	EPA, DEP, ARNG	2 weeks	4 weeks
Any outstanding concerns regarding responses relayed informally to IRP via e-mail or fax	EPA, DEP, ARNG and others	IRP	1 week	5 weeks
Any outstanding responses scheduled for discussion at following week's Thursday morning Technical Team Meeting	IRP	EPA, DEP, ARNG	1 week	6 weeks

Any outstanding responses discussed and resolved at Thursday Technical Team Meeting	IRP and its contractors, EPA, DEP, ARNG and others			
Formal Memorandum of Resolution (MOR) issued via e-mail or fax and mail	IRP and its contractors	EPA, DEP, ARNG, and others	2 weeks	8 weeks
Formal Regulatory Acceptance letters issued via mail	EPA & DEP	IRP	1 week	9 weeks
Final Document issued via mail	IRP and its contractors	EPA, DEP, ARNG, and others	1 week	10 weeks


All parties will clearly convey in responses, formal or informal, who is the point of contact from that organization. If the Technical Team cannot resolve outstanding responses in the scheduled Thursday morning Technical Team meetings, they will immediately elevate the outstanding issues to the RPMs for resolution. RPMs are expected to resolve any outstanding responses within one week.

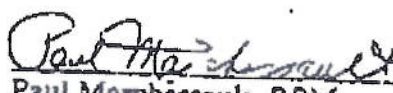
The RPMs recognize that once the Technical Team Meeting is held in the sixth week, and the parties provide verbal satisfaction with the results, IRP and its contractors may proceed with action although final documents are not finally and formally approved. IRP and its contractors recognize and are willing to accept any risks this may entail.

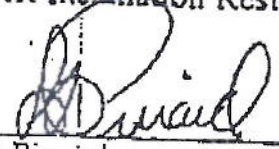
Nothing in this Agreement shall in any way affect the rights of the parties to obtain extensions for good cause, to invoke dispute resolution, to take enforcement action or to exercise any rights provided for under the terms of the Federal Facilities Agreement dated July 17, 1991 and amended on May 15, 1996.

SIGNATORIES TO THE AGREEMENT:

We, the undersigned, have reach the above agreement on this Seventh Day of November 1996 and amended the agreement on this second day of April, 1998.


Jim Snyder, RPM
MMR Installation Restoration Program


Paul Marchessault, RPM
U.S. Environmental Protection Agency


Len Pinaud
Massachusetts Department of Environmental Protection



Office of the General Counsel
Department of the Air Force
Washington, DC

FROM: E. DAVID HOARD, SAF/GCN

1740 AIR FORCE PENTAGON, ROOM 4C921, WASHINGTON, DC 20330-1740
(703) 693-7315 FAX: (703) 693-1567 (DSN 223) E-MAIL: hoardd@af.pentagon.mil

FAX TO: Vanessa Musgrave

OFFICE: MMR

FAX: DSN 557-4673

March 22, 1999 - 6:40 PM

This is the first of 27 pages.

Re: MMR NR Trustee MOA

Comment: Vanessa,

Just got back after being away for 2 weeks. Understand you want a signed copy of the MOA. Here 'tis.

**E. David Hoard
SAF/GCN**