

MEMORANDUM OF AGREEMENT

BETWEEN

THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

AND

THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

This Memorandum of Agreement (MOA) is made between the Alaska Department of Environmental Conservation (DEC) and the Alaska Department of Transportation and Public Facilities (DOT/PF) for the purpose of addressing unknown third party hazardous substance contamination on State property under the jurisdiction of DOT/PF (hereafter referred to as DOT/PF managed lands).

This MOA does not cover incidents where the third party is known except for the joint efforts of both parties to recover expenditures made to the Oil and Hazardous Substance Release Response Fund (Response Fund) used in the identification, clean-up and restoration activities. Such incidents are covered by other appropriate State regulations. This MOA, likewise, is not intended to cover contamination incidents resulting from DOT/PF activities or activities of DOT/PF contractors.

BOTH PARTIES MUTUALLY AGREE THAT:

1. Hazardous substance contamination incidents, or sites where containers holding hazardous substances have been abandoned, can be a serious threat to public health, public safety, and the environment.
2. Discovery of hazardous substance contamination, or abandoned containers holding hazardous substance, on DOT/PF managed lands can result in delay of construction and maintenance activities and greatly increased costs.
3. Ownership of hazardous substance contaminated sites, or sites where containers holding hazardous substances have been abandoned, poses liabilities to the State and assignees.
4. DEC is charged with the responsibility under Alaska Statute AS 46.03, AS 46.04, and AS 46.09, and Alaska Regulations 18 AAC 20 and AAC 75 to conduct, oversee, and approve activities associated with oil and hazardous substance pollution cleanup. DOT/PF is charged with responsibility under Alaska Statute Titles, 2, 19, 25 and 35 to plan, construct, maintain, protect and control land associated with state highways, airports and public works.

5. DEC and DOT/PF each have unique staff expertise to contribute toward a team approach for addressing contamination found on State property.

NOW, THEREFORE, THE SIGNATORY PARTIES AGREE TO THE FOLLOWING:

1. Upon discovery of contamination upon DOT/PF managed lands or containers holding hazardous substances that have been abandoned on DOT/PF managed lands, the party first aware of such contamination will immediately inform the other of the discovery. In the case of DOT/PF discovery, notification to DEC will be made to the appropriate DEC Regional Administrator and the circumstances surrounding the discovery will be provided to the Administrator on a form provided by DEC.

In the case of DEC discovery, notification will be made to the appropriate District Supervisor or, if he is not reachable, to the appropriate Director of Maintenance and Operation. Such notification should at least identify the specific location and type of contamination.

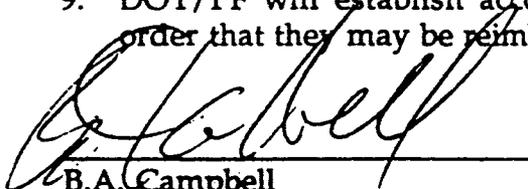
2. If the DOT/PF Director of Maintenance and Operations and the DEC Regional Administrator agree that the situation so requires, ~~DEC will provide funding from the Response Fund for assessment, cleanup, or removal as necessary under the discretionary authority of the DEC Regional Administrator to expend up to \$25,000 from the Response Fund. Requests to access the Response Fund for activities covered under this MOA for amounts greater than \$25,000 will be considered on a case by case basis by the Director of the DEC Spill Prevention and Response Division in consultation with the DEC Regional Administrator.~~
3. To the extent that equipment and manpower are available, DOT/PF will contribute to the resolution of contamination. In as much as properly trained personnel are required, DOT/PF and DEC will agree on those aspects of site investigation, cleanup, or removal work that can be safely accomplished using available DOT/PF resources. Any work involving health or safety exposure risks to either party will be relegated to a term contractor.
4. As a first priority, DOT/PF will rely upon contractors with which they maintain term contract arrangements. In the event that DOT/PF does not have a term contractor available, DEC will, subject to availability, provide access to a DEC term contractor for assessment, cleanup, or removal, as necessary.
5. DOT/PF will assign a project manager with responsibility for overseeing the general non-technical efforts of the term contractor. DEC will perform in an oversight and technical role during recovery and restoration activities. With the technical help of DEC, DOT/PF will

prepare incident report summaries to meet the information requirements for the Response Fund Annual Report, as required by AS 46.08.060.

6. Upon discovery of unknown third party contamination to DOT/PF managed lands, DOT/PF in conjunction and consultation with DEC, will use their best efforts to implement site control procedures to prevent unauthorized access to the area.

DEC, or the term contractor, will take the lead in the proper collection and preservation of evidence which may be used or lead toward eventual identification of responsible third parties and eventual cost recovery. DOT/PF will assume a non-technical supporting role in the collection and analysis of contaminated material.

7. Funding from the Response Fund will not be used to pay for DOT/PF salaries, travel, or use of DOT/PF equipment. Neither will funding from the Response Fund be used to remedy hazardous substance contamination incidents caused by DOT/PF or its contractors, or to account for added construction or maintenance costs due to delay.
8. Following completion of cost recovery actions against third parties by DEC, DOT/PF, in conjunction with DEC, will prepare a special budget request to the legislature for that portion of the expenditures from the Response Fund for activities under this MOA where costs were not recovered. The amount specifically appropriated for this purpose will be used to reimburse the Response Fund. With the exception of the use of available manpower and equipment for the cleanup and restoration, nothing in this agreement binds DOT/PF to allocate their normal yearly appropriated general funds for the purpose of supporting third-party contamination response, cleanup and restoration.
9. DOT/PF will establish accounting codes to identify recovered costs in order that they may be reimbursed to the Response Fund.



B.A. Campbell
Commissioner
Department of Transportation
& Public Facilities

June 3, 1994



John A. Sandor
Commissioner
Department of Environmental
Conservation

June 8, 1994