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STATE COORDINATION



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State of New Jersey

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January 10, 1984

Mr. Lee M. Thomas
United States Environmental
Protection Agency
Assistant Administrator
Solid Waste & Emergency Response
401 M. Street, Southwest
Washington, D.C. 20460

Dear Mr. Thomas:

Re: Combe Fill South Landfill Site

It is the opinion of the Office of the Attorney General that pursuant to N.J.S.A. 13:1D-1 et. seq. and N.J.S.A. 58:10-23.11 et. seq., the New Jersey Department of Environmental Protection (NJDEP) has authority to enter into and carry out its obligations under the proposed Superfund State Cooperative Agreement with the United States Environmental Protection Agency (USEPA), the form of which is annexed hereto. More specifically, N.J.S.A. 13:1D-9 gives the NJDEP authority to enter into a Cooperative Agreement with USEPA for the purpose of protecting the environment and preventing pollution. Additionally, N.J.S.A. 58:10-23.11f empowers NJDEP to remove or arrange for the removal of a discharge of hazardous substances.

This letter is not intended to bind the State in any way unless and until the annexed form of Superfund State Cooperative Agreement is executed by both parties.

Very truly yours,

IRWIN I. KIMMELMAN
Attorney General of New Jersey

By Richard F. Engel
Richard F. Engel
Deputy Attorney General

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/jay

Enclosure

COMBE FILL SOUTH LANDFILL SITE
Superfund Special Conditions

1. For the purposes of this Cooperative Agreement, remedial investigation activities (Task 1.1 through 1.3, and those portions of 1.8 relating to these Tasks, in the Scope of Work) shall be designated as Task IA and the feasibility study activities (Task 1.4 through 1.7, and those portions of 1.8 relating to these Tasks, in the Scope of Work) shall be designated as Task IB. All references to Task I in the Cooperative Agreement application shall be construed to include both Task IA and Task IB. Remedial design and remedial action activities shall continue to be designated as Task IIA and Task IIB, respectively, and all Administrative Costs shall continue to be designated as Task III. This Award provides funding for remedial investigation and feasibility study work as well as all Administrative Costs associated with these tasks. All references to any other activities (i.e., Tasks IIA and IIB), are not applicable to this Award. The State may choose to seek funding for additional activities through an amendment to this Cooperative Agreement.
2. From General Provision B. Purpose, delete "conduct remedial action feasibility study" and replace with "conduct remedial investigation and feasibility study work."
3. From General Provision D. Procurement, delete "Task I, II A and II B" and replace with "Task I (as well as Tasks II A and II B if this Cooperative Agreement is amended to provide funding for those Tasks)"
4. Delete Provision K. Acquisition of Property Interests in its entirety. If the State anticipates that acquisitions of real property interests, including easements, will be necessary for the proper performance of funded work, the cost for such acquisitions shall be included as a line item within the State's final budget submittal. All acquisitions must be approved in advance by EPA.
5. From Number 3. under General Provision P. Other General Provisions, delete the following:

The State must also have procedures acceptable to EPA to assure the legal chain of custody for any samples taken from the Site pursuant to the SOW. Within 30 days of execution of this Cooperative Agreement, the State shall submit such procedures in writing to the EPA Project Officer for EPA review.

6. In accordance with section 2(d) of the Prompt Payment Act (PL 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost-sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.
7. CERCLA section 104(c)(4) requires that CERCLA-funded actions provide a cost-effective response, balancing the need for protection of public health, welfare, and the environment against the availability of amounts from the Fund to respond at other sites. If the State requests CERCLA funding for additional activities at the site, EPA will evaluate the request against available Fund monies.
8. EPA has determined that participation in a response action at a site by a potentially responsible party could create an organizational conflict of interest (i.e., the contractor would be placed in a position where its interests as a potentially responsible party would conflict with its ability to properly perform the work or would otherwise adversely affect State and Federal enforcement action). Therefore, the State shall require a bidder or offeror on any contract funded under this Cooperative Agreement to provide, with its bid or proposal: (1) information on its status and the status of parent companies, subsidiaries, affiliates and subcontractors as potential responsible parties at the site; (2) certification that, to the best of its knowledge and belief, it has disclosed such information or no such information exists; (3) a statement that it shall immediately disclose any such information discovered after submission of its bid or proposal, or after award. The State shall evaluate such information and shall exclude any bidder or offeror who is a potentially responsible party at the site if the State determines the bidder's or offeror's conflict of interest is significant and cannot be avoided or otherwise resolved.
9. Any emergency response activities conducted pursuant to the National Contingency Plan, 40 CFR section 300.65, shall not be restricted by the terms of this Agreement. EPA and the State may jointly suspend or modify the remedial activities in the SOW of this Agreement during and subsequent to necessary emergency response actions.

10. The State shall agree to hold on-site discussions with local citizens and officials in order to determine local concerns. The Community Relations Plan then shall be modified to reflect these concerns.
11. The State shall agree to hold a three-week public comment period on the Feasibility Study. The Community Relations Plan shall be amended to include this period.
12. Delete #8 under Provision P. Other General Provisions in its entirety, and replace with the following conditions for the letter of credit method of financing:
 - a) Cash drawdowns will occur only when needed for disbursements;
 - b) Timely reporting of cash disbursements and balances will be provided, as required by the EPA Letter of Credit Users Manual;
 - c) The same standards of timing and reporting will be imposed on secondary recipients, if any;
 - d) When a drawdown under the letter of credit occurs, the recipient will show on the back of the voucher (Form TFS-5401) the Cooperative Agreement number, the appropriate EPA account number, and the drawdown amount applicable to each activity account (see attached "Instructions for Using the Superfund Account Number Under Cooperative Agreements"). The eighth digit of the account number (see item 39, page 1 of the Cooperative Agreement) is the code to the appropriate activity assignment:
 - L - Remedial Planning, consisting of the following subactivities:
 - Remedial Investigation
 - Feasibility Study
 - Remedial Design
 - R - Remedial Implementation, consisting of the following subactivities:
 - Remedial Action
 - Operation and Maintenance
 - Initial Remedial Measure

- e) When funds for a specific activity have been exhausted but the work under the activity has not been completed, the recipient may not draw down from another activity or site account without written permission from the EPA Project Officer and Award Official;
- f) Funds remaining in an account after completion of an activity may either be returned to the EPA or adjusted to another activity or site at EPA's discretion; and
- g) When a subactivity is completed, the recipient will submit a Financial Status Report (Standard Form 269) within 90 days to the EPA Project Officer.

Failure on the part of the recipient to comply with the above conditions may cause the unobligated portions of the letter of credit to be revoked and the financing method changed to a reimbursable basis.

13. The attached budget pages shall be substituted for those included within the Cooperative Agreement application.

APPLICATION FOR ASSISTANCE - THE COMBE FILL LANDFILL SOUTH SITE

PROPOSED GENERAL PROVISIONS

A. Authority

This Cooperative Agreement is entered into pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C 9601 et. seq.

B. Purpose

1. This Cooperative Agreement is an agreement between the United States Environmental Protection Agency ("EPA") and the State of New Jersey ("State") to conduct a remedial action feasibility study to develop and evaluate remedial alternatives and to identify cost-effective remedial actions to be taken at the Combe Fill Landfill South Site in Morris County, New Jersey. Attached and incorporated herein as Appendix A is the description of the Site (the "Site"). Response actions which have been undertaken previously or are being undertaken currently in connection with the Combe Fill Landfill South Site are also described in Appendix A attached hereto.
2. This Cooperative Agreement covers certain tasks set forth in the Statement of Work ("SOW") annexed hereto as Appendix B, namely, Task I dealing with feasibility study work, Task IIA, dealing with the design of the final remedial work to be done, Task IIB, dealing with the implementation of the remedial work designated by Task IIA, and Task

III, dealing with administration under this agreement by the New Jersey Department of Environmental Protection ("DEP"). The terms and conditions of this Cooperative Agreement are applicable to all three of the aforementioned tasks. However, the State reserves the right not to proceed with any particular task beyond Tasks I and III

(insofar as it applies to Task I) should it determine that it is unable to pay for or otherwise commit itself to any of the assurances required by CERCLA 104 (c) (3) and 104 (d) (1) after it is determined with specificity what Tasks IIA and IIB shall involve and what the costs will be or if it is unable to agree with EPA regarding what the scope of work for each of these Tasks should be. EPA will not be under any obligation with respect to any Task in which the State does not participate. Furthermore, award of this Cooperative Agreement does not commit EPA to awarding any further assistance for response actions at the Site. If the State should request financial assistance for remedial design and implementation, EPA will evaluate the request as specified in CERCLA 104(c)(3) and (4) and determine the amount of assistance, if any, which it will provide in response to the request.

C. Parties' Representatives

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1. This Cooperative Agreement is between the EPA and the State.
2. Attached hereto as Appendix C is a proposed letter from the State Attorney General's Office which certifies that the agency entering into this Agreement on behalf of the State has legal authority to do so and to fulfill its terms. At the time of acceptance of the award of assistance by the State based hereon, the letter in Appendix C will be signed and delivered by the State Attorney General's Office.

3. EPA has designated Robert Ogg, Chief, Hazardous Waste Site Branch, United States Environmental Protection Agency, Region II, 26 Federal Plaza, New York, New York 10278, (212) 264-2647, to serve as EPA Project Officer for this Cooperative Agreement.
4. The State has designated Anthony Farro, Chief, Bureau of Site Management, Division of Waste Management, New Jersey Department of Environmental Protection, 8 E. Hanover Street, CN-028, Trenton, New Jersey 08625, (609) 984-3074, to serve as DEP Project Officer for this Cooperative Agreement.

D. Procurement

The State shall procure the services of contractors to do the work described in Tasks I, IIA and IIB of the SOW and shall make all payments to the contractors for that work. The State shall observe the procurement standards of 40 CFR Part 33.

E. Feasibility Studies, Planning, and Design Work

1. The feasibility studies, planning, and design work specified in Tasks I and IIA (if the parties agree by amendment to undertake Task IIA) of the SOW and those portions of Task III allocated to the management of

Tasks I and IIA, shall be the responsibility of the State to implement; however, EPA shall bear the entire cost of such work and EPA shall make payment to the State for those costs by way of letter of credit pursuant to the EPA letter of Credit Users Manual.

2. The total costs for the Task I work and those portions of Task III which are allocated to Task I management shall not exceed \$550,000 absent formal amendment to this agreement as provided in 40 CFR 30.900-1.

F. Financial Responsibilities of the Parties and Payments for Remedial Work

If the parties agree, by amendment to this Cooperative Agreement to undertake Task IIB, EPA shall contribute ninety (90) percent of the cost of performing the remedial work described in Task IIB and those portions of Task III allocated to management of Task IIB of the SOW by way of letter of credit pursuant to the EPA Letter of Credit Users Manual. The State shall contribute ten (10) percent of the cost of performing the remedial work described in Task IIB and those portions of Task III allocated to management of Tasks IIB of the SOW.

G. Offsite Storage, Destruction, Treatment or Disposition

1. At the present time the parties do not anticipate any need for offsite storage, destruction, treatment, or disposition of hazardous substances in connection with the implementation of Task I. Nevertheless, should EPA determine that offsite storage, destruction,

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treatment, or disposition is required for implementation of Task I, the State, pursuant to CERCLA Section 104(c) (3) (B), shall provide a hazardous waste disposal facility which has adequate capacity for offsite storage, destruction, treatment, or disposition. The costs of such offsite storage, destruction, treatment, or disposition will be paid for as provided in subparagraph E.1.

2. To the extent that offsite storage, destruction, treatment, or disposition of hazardous substances is required to implement Tasks IIA and IIB, assurances regarding such offsite storage, destruction, treatment, or disposition by the State shall be the subject of a written amendment to this Cooperative Agreement.

H. Maintenance

Any amendment to this Cooperative Agreement to undertake other remedial activities beyond Task I shall address the maintenance requirements of Section 104(c) (3) of CERCLA.

I. Permits

The State agrees to secure any necessary State and/or Federal permits, including, but not limited to, those pertaining to treatment, storage or disposal of hazardous substances from the Site. Costs associated with obtaining any such permits in connection with Task I will be paid for as provided in subparagraph E.1. Costs associated with obtaining any such permits in connection with Task IIA will be paid for as provided in

subparagraph E.1., if the parties amend this agreement to undertake Task IIA. Costs associated with obtaining any such permits in connection with Task IIB will be shared by the parties as provided in paragraph F, if the parties amend this agreement to undertake Task IIB.

J. EPA Site Access

1. With advance notice to the DEP Project Officer, and compliance with a Site Safety Plan developed in accordance with paragraph P.1. of this Cooperative Agreement, employees or other representatives of the EPA shall have access to the Site.
2. The State shall not be responsible for any harm to any person caused by the acts or omissions of any representative of the EPA during the course of any EPA activities at the Site.

K. Acquisition of Interests in Real Property

1. The State shall, to the extent allowed by State law, acquire any interests in real property necessary for the performance of Task I. Costs associated with any such acquisition shall be paid for as provided in subparagraph E.1.
2. The State shall, to the extent allowed by State law, acquire any interests in real property necessary for the performance of Task IIA, if the parties amend this agreement to undertake Task IIA. Costs

associated with any such acquisition shall be paid for as provided in subparagraph E.1.

3. The State shall, to the extent allowed by State law, acquire any interests in land necessary for the performance of Task IIB, if the parties amend this agreement to undertake Task IIB. Costs associated with any such acquisition shall be shared by the parties as provided in paragraph F.
4. The State shall not acquire any interest in land without the approval of the EPA Project Officer. The State shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and EPA's implementing regulations, 40 CFR Part 4, in acquiring any interests in land.

L. Information Regarding the Site

1. At EPA's request, and to the extent allowed by State law, the State shall make available to EPA any information in its possession concerning the Site, with the exception of deliberative and policy documents which the State would not otherwise be required to disclose. At the State's request, and to extent allowed by Federal law, EPA shall make available to the State any information in its possession concerning the Site, with the exception of deliberative and policy documents which the EPA would not otherwise be required to disclose.

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2. EPA has determined that employees of DEP and its contractors can be designated as EPA Representatives ("EPA Representatives") pursuant to CERCLA subsection 104(e) (1) for the purposes of obtaining information while performing the work specified in this Cooperative Agreement. DEP has determined that DEP employees and contractors may properly be designated as EPA Representatives. DEP will nominate the employees and contractors whom it desires to be so designated, will provide written summaries of the nominees' qualifications and backgrounds, and will make said nominees available to serve as EPA Representatives. From the nominees, the Regional Administrator of EPA may select those qualified and may designate them as EPA Representatives. The Regional Administrator will designate DEP employees or contractors to be EPA Representatives only if they have (1) successfully completed an EPA training program for conducting inspections pursuant to Subtitle C of the Resource Conservation and Recovery Act (42 U.S.C. 6901); or (2) successfully completed equivalent training at the State level; or (3) are qualified to perform tasks assigned to them pursuant to this Cooperative Agreement by reason of prior work experience. In addition, DEP agrees that each EPA Representative designated under this Cooperative Agreement will be made available to participate in such EPA training as is necessary in the opinion of EPA. DEP agrees that EPA Representatives will carry out all activities required of them pursuant to this Cooperative Agreement, and will comply with any other condition of their appointments to the extent permissible under State law. The parties agree to act promptly to nominate and designate qualified representatives. DEP shall not, directly or through its contractors, undertake any actions for the purpose of obtaining

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information pertaining to the Site prior to such designations. This provision shall not be construed to limit the use by the State of information obtained by DEP employees or contractors while performing work under this Cooperative Agreement. EPA Representatives will be provided with credentials indicating their status as EPA Representatives and should present such credentials to third parties when obtaining information pursuant to this Cooperative Agreement. DEP agrees that whenever EPA Representatives gather information while performing the work specified in this Cooperative Agreement they shall carefully observe the requirements of this Cooperative Agreement and other applicable EPA requirements. Moreover, each EPA Representative shall be subject to such oversight by EPA as is necessary to insure that the EPA Representative acts in accordance with the requirements set forth in the previous sentences. All information regarding the Site obtained by EPA Representatives in carrying out this Cooperative Agreement shall be freely available to EPA and others as provided in CERCLA 104(e) (2). DEP recognizes that the provisions of CERCLA 104(e) (2) apply whenever an EPA Representative obtains confidential information in carrying out this Cooperative Agreement and that such information may be used by a Federal agency in litigation and administrative proceedings subject only to the restrictions set forth in Federal law. The provisions of this paragraph are subject to paragraphs 3 and 4 below.

3. If any information is provided to EPA by the State under a claim of confidentiality, it will be treated in accordance with 40 CFR Part 2 if the State has given EPA notice of the claim of confidentiality.

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EPA will not disclose information submitted under a claim of confidentiality unless EPA is required to do so by Federal law or has made a determination that the public interest would be served by disclosure to the public, and has given the State ten (10) working days advance notice of EPA's intent to release that information. Absent notice of such claim, EPA may make said information available to the public without further notice, subject only to the limitation in subparagraph 4 below.

4. Unless otherwise required by applicable law, any information which may potentially affect present or planned enforcement actions or investigations shall not be released to the public unless approved by both EPA's Region II Office of Regional Counsel and the State Attorney General.

M. Community Relations Plan

EPA and the State shall jointly develop a Community Relations Plan which the State shall implement. The plan must be consistent with the current Superfund policies delineated in EPA guidance documents. A final plan must be agreed upon prior to the initiation of any field activities at the Site. Costs of implementing the Plan for Task I shall be paid for as provided in subparagraph E.1. Costs of implementing the Plan for Task IIA shall be paid for as provided in subparagraph E.1, if the parties amend this agreement to undertake Task IIA. Costs of implementing the Plan for Task IIB shall be shared by the parties as provided in paragraph F, if the parties amend this agreement to undertake Task IIB.

N. ENFORCEMENT AND COST RECOVERY

1. Disclaimer of Agency Relationship

Nothing contained in this Cooperative Agreement shall be construed to create, either expressly or by implication, the relationship of agency between EPA and the State. Any standards, procedures or protocols prescribed in this Agreement to be followed by the State or its contractors during the performance of its obligations under this Agreement are for assurance of the quality of the final product of the actions contemplated by this Agreement, and do not constitute a right to control the actions of the State. EPA (including its employees and contractors) is not authorized to represent or act on behalf of the State in any matter relating to the subject matter of this Agreement, and the State (including its employees and contractors) is not authorized to represent or act on behalf of the EPA in any matter relating to the subject matter of this Agreement.

2. Notice of Intent to Settle or to Initiate Proceedings

EPA and the State agree that, with respect to the claims which each may be entitled to assert against any third person (herein referred to as the "responsible party", whether one or more) for reimbursement of any services, materials, monies or other thing of value expended by EPA or the State for response activity at the site described in this Agreement, neither EPA nor the State will enter into a settlement with or initiate a judicial or administrative proceeding against a

responsible party for the recovery of such sums except after having given notice in writing to the other party to this Agreement not less than thirty (30) days in advance of the date of the proposed settlement or commencement of the proposed judicial or administrative proceedings. Neither party to this Agreement shall attempt to negotiate for or collect reimbursement of any response costs on behalf of the other party, and authority to do so is hereby expressly negated and denied.

3. Cooperation and Coordination of Cost Recovery Efforts

EPA and the State agree that they will cooperate and coordinate in efforts to recover their respective costs of response actions taken at the site described herein, including the negotiation of settlement and the filing and management of any judicial actions against potentially responsible parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, excepting any documents or information which may be confidential under the provisions of any applicable state or federal law or regulation.

4. Judicial Action

EPA and the State agree that any judicial action taken by either party against a potentially responsible party pursuant to CERCLA for recovery of any sums expended in response actions at the site described herein shall be filed in the United States District Court for the

judicial district in which the site described in this Agreement is located, or in such other judicial district of the United States as may be authorized by Section 113 of CERCLA, and agreed to in writing by the parties of this Agreement.

5. Assumption of Work by Responsible Party

- a. If any responsible party, identified pursuant to CERCLA, notifies EPA of its willingness to perform in a timely manner any of the activities delineated in the Scope of Work and/or Statement of Work contained in the State's application for this Cooperative Agreement, and any amendments thereto, EPA shall immediately notify the State in writing of that fact. The State will not draw down CERCLA funds under its letter of credit for those activities which the responsible party has indicated its willingness to perform and which the State has not initiated as of its receipt of such notification from EPA. However, the State may draw down CERCLA funds for unavoidable costs and costs incurred prior to receipt of EPA's notification. EPA will provide the State with a detailed work plan prepared by such responsible party identifying the work such party is willing to perform. The State shall have thirty (30) days in which to review and comment on such detailed work plan prior to any EPA approval thereof. If EPA approves such detailed work plan, this Cooperative Agreement will be amended, and the State's letter of credit will be adjusted, to reflect the decrease in cost expected to result from performance of said work plan by said responsible party.

- b. If EPA determines that the responsible party is unable or unwilling to perform any of the activities delineated in the Scope of Work and/or Statement of Work in a manner acceptable to EPA, EPA will promptly so notify the State in writing. Upon receipt of such notification the State may begin to perform or resume performance of, and draw down CERCLA funds for, those activities that EPA has determined that the responsible party is unable or unwilling to perform.
- c. EPA recognizes that any agreement it executes with a responsible party pursuant to this paragraph shall not be construed to waive or limit such right as the State may have consistent with CERCLA or other applicable Federal law to enter into a different settlement with, initiate a judicial or administrative proceeding against, or assert any claims against said responsible party, or to require compliance by said responsible party with such State laws, regulations and policies as may apply to the performance of remedial measures at the Site consistent with CERCLA or other applicable Federal law.

6. Evidence Documentation

The State shall implement the protocol for the documentation of evidence established in Attachment B of this Cooperative Agreement ("Evidence Documentation"). Costs associated with these activities in connection with Task I shall be paid for as provided in subparagraph E.1. Costs associated with these activities in connection with Task IIA shall be paid for as provided in subparagraph E.1, if the parties amend this agreement to undertake Task IIA. Costs associated with

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these activities in connection with Task IIB shall be shared by the parties as provided in paragraph F, if the parties amend this agreement to undertake Task IIB.

O. Third Parties

1. This Cooperative Agreement is intended to benefit only the State and EPA. It extends no benefit or right to any third party not a signatory to this Cooperative Agreement.
2. Neither EPA nor the State assumes any liability to third persons with respect to losses due to bodily injury or property damages resulting in any way from work performed in connection with the SOW, nor does either party waive any rights or immunities provided by law.
3. The award of this Cooperative Agreement does not constitute a waiver of EPA's right to bring an action against any person or persons for liability under Sections 106 or 107 of CERCLA or any other provision of law.
4. The acceptance of this Cooperative Agreement does not constitute a waiver of the State's rights to bring an action against any person or persons for liability under any applicable State or Federal law.

P.. Other General Provisions

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1. Within ninety (90) days of accepting this Cooperative Agreement the State shall submit to the EPA Project Officer a written Site Safety Plan(s) for review. The Site Safety Plan(s) prepared for activities performed pursuant to this Cooperative Agreement shall be consistent with the requirements of CERCLA Section 104 (f), EPA's Occupational Health and Safety Manual, and other applicable EPA safety guidance. In awarding contracts to any person engaged in response actions, the State shall require compliance with Federal health and safety standards by contractors and subcontractors as a condition of such contracts.
2. As required by CERCLA 104(g) (1), in awarding contracts to any contractor, the State shall require compliance with the Davis-Bacon Act as a condition of such contract.
3. The State shall, pursuant to 40 CFR Part 30, adequately document the costs incurred in undertaking the activities described in this agreement. The State must also have procedures acceptable to EPA to assure the legal chain of custody for any samples taken from the Site pursuant to the SOW. Within 30 days of execution of this Cooperative Agreement, the State shall submit such procedures in writing to the EPA Project Officer for EPA review.
4. Thirty (30) days prior to performing any sampling in connection with this Cooperative Agreement, the State shall submit to the EPA Project Officer, for review and approval, a written Quality Assurance/Quality Control (QA/QC) Plan which delineates the prescribed sampling, chain

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of custody and analytical procedures to be followed for this project. This Plan must describe the measurement system(s) and the Quality Assurance/Quality Control (QA/QC) procedures the State intends to use. The QA/QC Plan shall comply with the guidelines specified in the document entitled, "Guidelines and Specifications for Implementing Quality Assurance Requirements for Financial Assistance Involving Environmental Measurements." In addition, the State shall allow EPA to conduct on-site QA systems audits and shall participate in an EPA performance evaluation subject to the conditions of paragraph J above.

5. The State agrees to submit quarterly progress reports to the EPA Project Officer. These reports shall cover expenditures to date and expenditures since the previous report; estimates of work completed (as a percentage of the total work to be done on that activity) with a description of the basis for the estimates; estimated variance (cost and time) expected at project completion, based on current project status; as well as an itemization of expenditures by cost category.
6. The State recognizes that EPA awards this Cooperative Agreement in accordance with the Federal Grant and Cooperative Agreement Act of 1977. This agreement is subject to all applicable EPA assistance regulations.
7. The cost principles of Office of Management and Budget Circular A-87 are applicable to this Cooperative Agreement.

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8. The State agrees to the following conditions in accepting this Cooperative Agreement for the letter of credit method of financing:

- a. Cash drawdowns will occur only when needed for its disbursements;
- b. Timely reporting of cash disbursements and balances will be provided as required by the EPA Letter of Credit Users Manual;
- c. Impose the same standards of timing and reporting on secondary contractors, if any.
- d. When a drawdown under the letter of credit occurs, the recipient will show on the back of the voucher (Form TPS-5401) the cooperative agreement number, the appropriate EPA account number, and the drawdown amount applicable to each account/activity. The eighth character of the account number (which will appear at Item 39, page 1 of the EPA Assistance Agreement [Form 5700-20A]) is the code to the appropriate activity assignment:

L - Remedial Investigation

M - Feasibility Study

N - Remedial Design

R - Remedial Action

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S - Monitoring After Remedial Action

W - Initial Remedial Measure

- e) When funds for a specific activity have been exhausted but the work under the activity has not been completed, the recipient may not draw down from another account/activity without written permission from the EPA Project Officer and Award Official.
- f) Funds remaining in an account after completion of an activity may either be returned to the EPA or adjusted to another activity at EPA's discretion.
- g) When an activity is completed, the recipient will submit a Financial Status Report (Standard Form 269) within 30 days to the EPA Project Officer.

Failure on the part of the State to comply with the above conditions may cause unobligated portions of the letter of credit to be revoked and the financing method changed to a reimbursable basis.

- 9. Indirect costs under this Cooperative Agreement shall be computed at an indirect cost rate of 24% of the total salaries and fringe benefits of State employees allocated to this Cooperative Agreement, pursuant to the Indirect Cost Agreement negotiated between the State and EPA, dated July 22, 1983.

10. The State shall submit to the EPA Project Officer a detailed itemized budget breakdown within 30 days from acceptance of this Cooperative Agreement. The itemized budget shall identify costs by activity (i.e., Feasibility Study and Initial Remedial Action)."
11. The maximum daily rate for individual consultant services shall not exceed the daily rate for a GS-18.
12. The activities conducted under this Cooperative Agreement shall be consistent with the National Contingency Plan ("NCP") promulgated in 47 FR 31180 (July 16, 1982). This paragraph shall not be construed to waive the State's rights to seek judicial review of EPA actions regarding the NCP insofar as those actions may affect New Jersey in any matter not governed by this Cooperative Agreement.

Appendix A
Combe Fill South Landfill
Site Description

The Combe Fill South Landfill is located on a 100 acre tract of land located in Washington and Chester Townships, Morris County. Figure 1 presents a map of the site with respect to the surrounding area. A more detailed map of the site is shown in Figure 2.

The Combe Fill South Site is situated in a partially wooded, rural-residential area. The eastern third of the landfill is located in Chester Township and the remaining western two-thirds in Washington Township. The site is bordered to the east and south by Parker Road, to the north by the private properties on Schoolhouse Lane and East Valley Brook Road, and to the west-southwest by a 50-acre tract, described as a hardwood wetland. This wetland constitutes the headwater of Trout Brook, a tributary to the Lamington River. Surface site runoff drains to both the East and West Branches of Trout Brook.

Beyond Parker Road to the southeast lies Hacklebarney State Park, a popular recreational facility. Tanners Brook is located to the west and northwest of the site beyond East Valley Brook Road. This brook, which also drains part of the site, flows northeast to the Lamington River.

Sampling results of groundwater taken from the existing monitoring wells at the Combe Fill South Landfill site has indicated the presence of numerous hazardous substances. The abrupt termination of the landfill operation at the site in conjunction with the owner (Combe Fill Corporation) filing for bankruptcy has left the formal closure plan for the site unimplemented.

I. Site Background

The site now known as Combe Fill South has been operated as a municipal refuse and solid waste disposal facility since the 1940's. Early NJDEP registration records indicate that Filiberto Sanitation, Incorporated, a local waste hauling firm, operated the landfill on property owned by the Filiberto family before 1972.

On December 12, 1972, the NJDEP issued a "Certificate of Registration" to Chester Hills, Inc., a firm owned and controlled by the Filiberto family. The certificate accepted the new landfill design submitted by Elam and Popoff Engineering Associates in 1971 and approved the site for disposal of non-hazardous municipal and solid waste.

On September 5, 1978, an "Application of Notification of Change in Ownership" was submitted to the NJDEP. Approval of the application transferred the assets of Chester Hills, Inc., to Combe Fill Corporation. The details of this transaction, including property boundaries and ownership/operator status with the Filiberto family, could not be fully determined.

Combe Fill Corporation operated the landfill until September 1981 when state regulatory actions by the NJDEP forced it to discontinue waste disposal activities. Reclamation activities apparently continued until mid-1982. The property is currently controlled by a bankruptcy trustee.

II. Nature of the Problem at the Site

The Combe Fill South Landfill during its operation was approved for the disposal of municipal and industrial wastes as well as septage and sewage sludge. Although the quantities and hazardous wastes disposed of at the site are unknown, hazardous substances have been detected. Contaminants identified as a result of monitoring well sampling included carbon tetrachloride, tetrachloroethylene, heptane, 1,2 dichloroethane, 1,4 dichlorobutane and trichloroethylene. Sampling and testing of adjacent surface waters has uncovered significant levels of dichloromethane, carbon tetrachloride, trans-1,2 dichloroethane and 1,1-dichloroethane. Groundwater contamination beneath the site gives rise to concern as over 11,000 people in a 3 mile radius of the site rely on groundwater for their potable water.

The EPA Field Investigation Team conducted an air monitoring survey of the site on April 14 and 15, 1983. Utilizing an OVA the Field Investigation Team recorded readings in excess of 100 PPM at several locations on site.

III. Response Action to Date

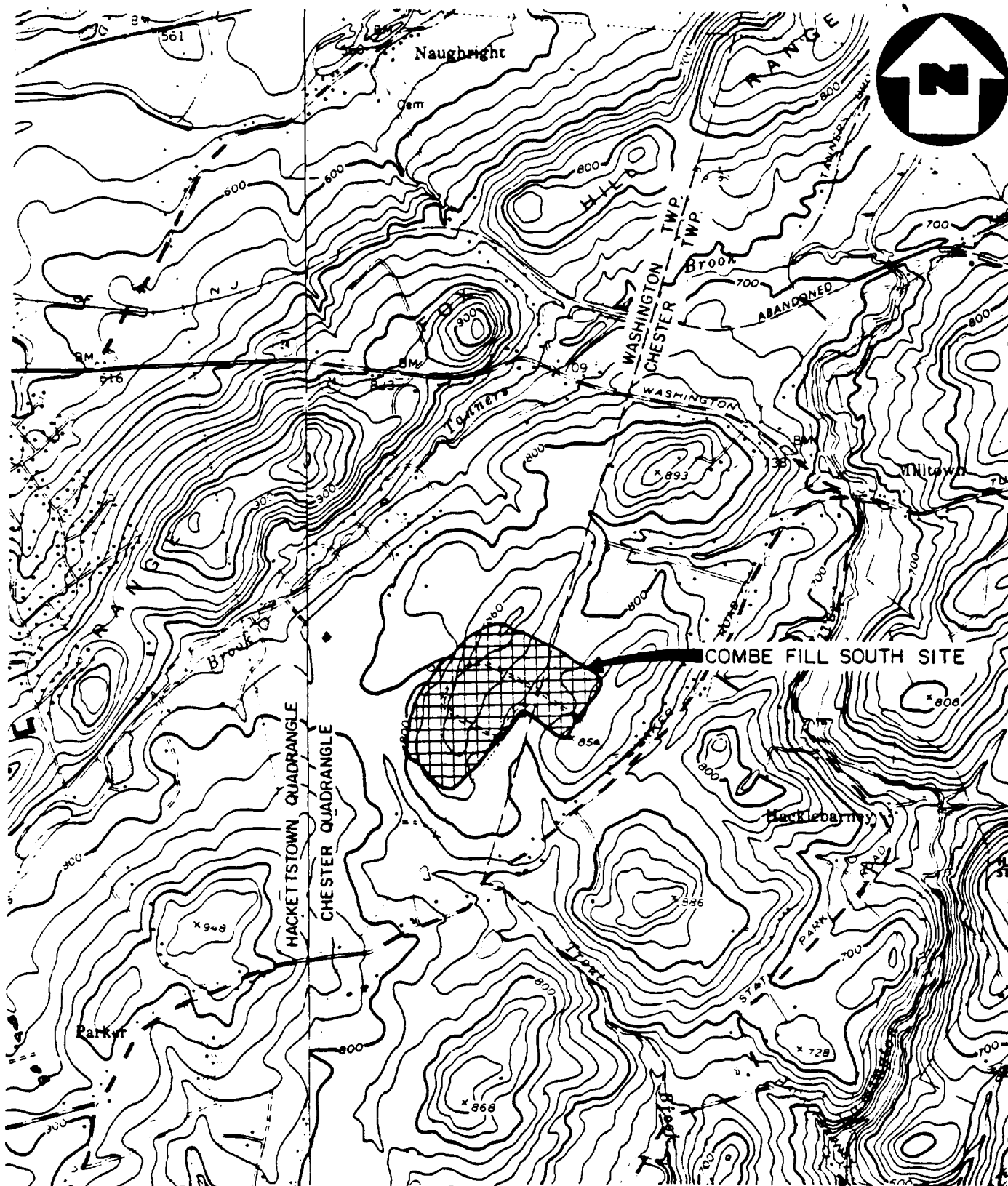
Various inspections of the landfill operation have been conducted by the NJDEP. These inspections resulted in numerous violations issued by the NJDEP for inadequate operation of the facility.

The NJDEP and EPA Field Inspection Team have performed investigations of the Combe Fill South Landfill site in order to obtain samples of groundwater, surface water and air. Testing results of these sampling efforts have indicated the presence of hazardous substances in the groundwater, surface water and ambient air.

A Remedial Action Master Plan has been developed by EPA for the Combe Fill South Landfill site.

HS36:jd

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BASE MAP IS A PORTION OF THE U.S.G.S. CHESTER QUADRANGLE (7.5 MINUTE SERIES, 1954, PHOTOREVISED 1981, CONTOUR INTERVAL 20') AND THE HACKETTSTOWN, NJ QUADRANGLE (7.5 MINUTE SERIES, 1953, PHOTOREVISED 1971, CONTOUR INTERVAL 20').

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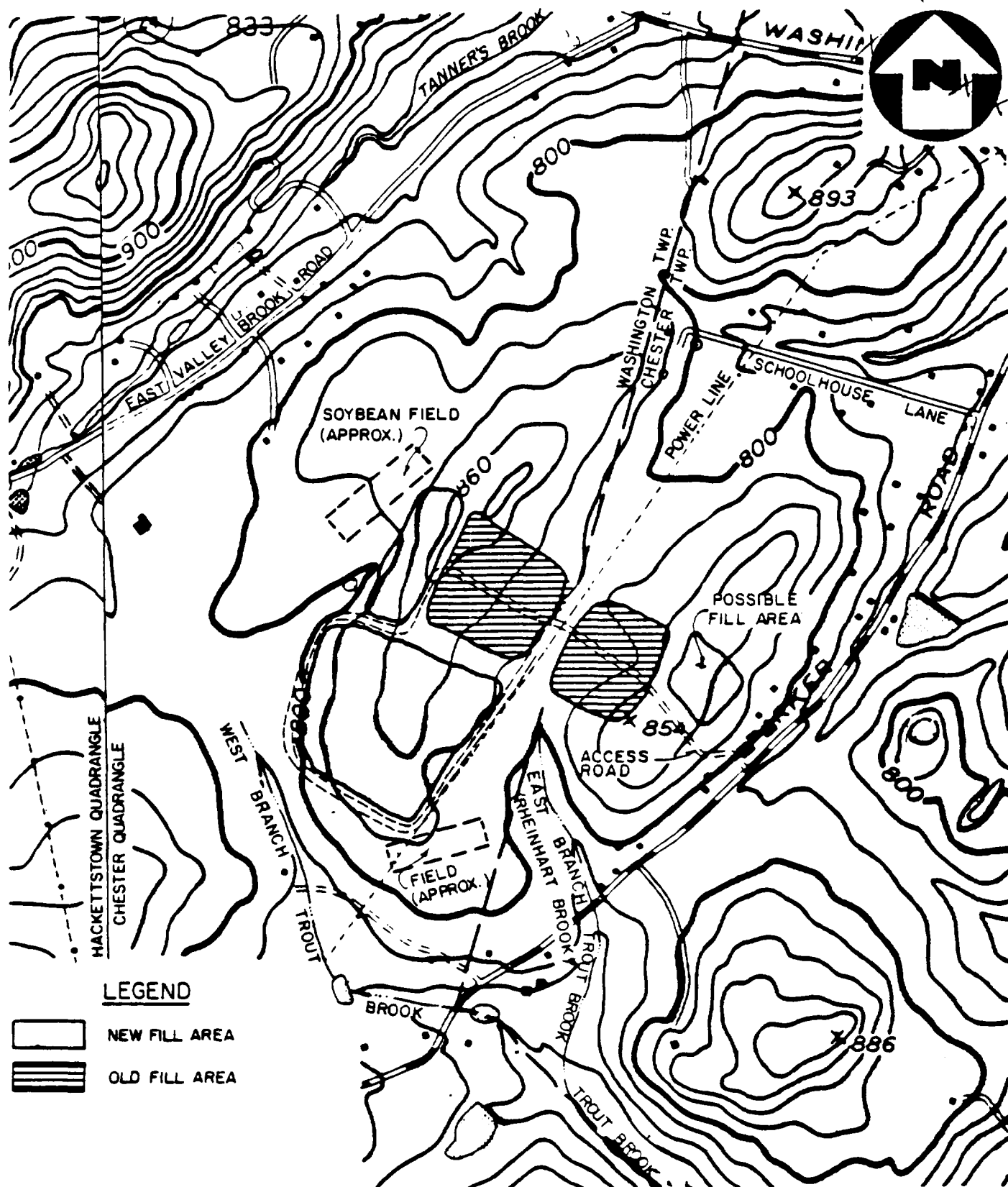
FIGURE 1

LOCATION MAP OF COMBE FILL SOUTH SITE,
WASHINGTON & CHESTER TOWNSHIPS, NJ

SCALE: 1" = 2000'

 **NUS**
CORPORATION

30  A Halliburton Company



LEGEND

-  NEW FILL AREA
-  OLD FILL AREA

BASE MAP IS AN ENLARGEMENT OF A PORTION OF THE U.S.G.S. CHESTER, NJ QUADRANGLE (7.5 MINUTE SERIES, 1954, PHOTO-REVISED 1981, CONTOUR INTERVAL 20') AND THE HACKETTSTOWN, NJ QUADRANGLE (7.5 MINUTE SERIES, 1953, PHOTO-REVISED 1971, CONTOUR INTERVAL 20').

APPROXIMATE SITE LAYOUT
 COMBE FILL SOUTH SITE
 WASHINGTON & CHESTER TOWNSHIPS, NJ
 SCALE: 1" = 1000'

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FIGURE 2



31  A Halliburton Company

APPENDIX B

APPLICATION FOR ASSISTANCE

COMBE FILL SOUTH LANDFILL
CHESTER & WASHINGTON TOWNSHIPS
MORRIS COUNTY, NEW JERSEY

STATEMENT OF WORK

The objective of the proposed project is to prepare a Feasibility Study to determine the most environmentally sound, long-term remedial action plan to ameliorate the detrimental environmental impacts which may be posed by the possible presence of hazardous substances located on the Combe Fill South site and to take the necessary remedial actions to better secure the site.

A Feasibility Study will be conducted by NJDEP to evaluate the alternatives available to mitigate the hazards posed by the site in its present condition. This may include implementing an adequate closure plan for the landfill which will control migration of contamination from the site via groundwater, surface water, soils and air. As a remedial action, warning signs will be posted along the perimeter of the site.

The NJDEP, pursuant to the proposed Cooperative Agreement, will perform the following tasks outlined in Table 1 either directly or through its approved contractor. The USEPA will assist the NJDEP in performing the tasks specified in the attached table through its designated project officer. The project officer will:

- Assist NJDEP in procurement activities.
- Assist NJDEP and its contractor(s) in performing its community relations activities, including attending public meetings.
- Attend periodic progress/information meetings as necessary.
- Approve all Requests for Proposals and other contractual documents that may be initiated by NJDEP and/or its contractor(s) in the performance of the tasks hereunder.
- Review such documents in the assigned time periods.
- Receive and review all progress reports, assuring the schedules are being maintained and manpower and cost estimates are consistent with the proposal.

Table 1 includes descriptions and cost estimates to perform the required engineering and construction services required to post warning signs around the site and to conduct a Feasibility Study for this project.

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All costs, direct and indirect, incurred by USEPA as a result of the performance by its project officer of the tasks enumerated above shall be borne by the USEPA in addition to its contribution by way of letter of credit under the proposed Cooperative Agreement.

Engineering and construction services necessary to complete the following tasks:

- I. As a remedial measure, warning signs will be posted along the perimeter of the site. In addition, a Feasibility Study will be prepared to develop and evaluate long term alternatives and to identify the most environmentally sound and cost-effective, comprehensive remedial action for the site in its entirety. The Feasibility Study shall be completed for the Combe Fill South Landfill site according to the Scope of Work attached hereto as Attachment A.

Estimated Cost: \$550,000

- II. A. Design of the selected remedial action for the Combe Fill South Landfill site. USEPA shall have concurrent review and approval of any plans and specifications prepared to implement the design resulting from this task.

Estimated Cost: To be determined by amendment.

- II. B. Implementation of the selected remedial action for the Combe Fill South Landfill pursuant to the design plan developed by Task II A.

Estimated Cost: To be determined by amendment.

- III. This task represents the management approach that will be used in fulfilling the responsibilities designated to the State under the Cooperative Agreement. For each specific task, addenda will be prepared which will delineate the exact allocations of NJDEP manpower and funds necessary.

A. Procurement

The NJDEP will procure contractor support in accordance with all current Federal procurement requirements.

B. Studies & Design

- (1) NJDEP will solicit proposals based on a Request for Proposal approved by USEPA. NJDEP shall review the proposals submitted and select an appropriate contractor.
- (2) NJDEP will manage the project consistent with the Scope of Work described in the approved proposal. This Scope of Work will include work milestones, man-hour requirements, and project schedules consistent with the Scope of Work included in the Request for Proposals.

- (3) NJDEP will select a project officer, who will oversee the project development and quality control, be capable of making long-term decisions, and ensure that the contractor meets all scheduled milestones. The project officer will coordinate the review of all documents at NJDEP and will transmit all pertinent correspondence, reports, and documents to the USEPA project officer for concurrent review. When desired by EPA, a joint review will be prepared by the NJDEP project officer incorporating EPA comments.

The State project officer will arrange progress meetings on a regular basis and/or other times as necessary.

In addition, the State project officer will be responsible for establishing and maintaining a community relations program.

C. Field Activities (Construction, Operations, Maintenance, Sampling and Monitoring)

For field activities, NJDEP will maintain control at the site. NJDEP will also designate an On-Scene Coordinator to be responsible for ongoing site operations.

D. Community Relations

A final Community Relations Plan must be submitted to the USEPA project officer for approval prior to initiation of any field activities at the site. The Plan must be consistent with the current Superfund policies dated November 18, 1981, and March 31, 1982.

The State agrees that public input will be sought at the end of the Feasibility Study and prior to final selection of remedy. The Community Relations Plan must specifically address how the State will consult with and solicit comments from the public on the draft Feasibility Study.

Estimated Cost: Included in Task I costs and outlined in Application for Federal Assistance.

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State of New Jersey

IRWIN I. KIMMELMAN
ATTORNEY GENERAL

THOMAS W. GREELISH
FIRST ASSISTANT ATTORNEY GENERAL

DEPARTMENT OF LAW AND PUBLIC SAFETY
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ENVIRONMENTAL PROTECTION SECTION
RICHARD J. HUGHES JUSTICE COMPLEX
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TRENTON 08625

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DEPUTY ATTORNEY GENERAL
SECTION CHIEF

JOHN M. VAN DALEN
DEPUTY ATTORNEY GENERAL
ASSISTANT SECTION CHIEF

TELEPHONE (609) 292-1556

APPENDIX C

Mr. Lee Thomas
United States Environmental
Protection Agency
Assistant Administrator
Solid Waste & Emergency Response
401 M. Street, Southwest
Washington, D.C. 20460

Dear Mr. Thomas:

It is the opinion of the Office of the Attorney General that pursuant to N.J.S.A. 13:1D-1 et seq. and N.J.S.A. 58:10-23.11 et seq. the New Jersey Department of Environmental Protection (NJDEP) has authority to enter into and carry out its obligations under the proposed Superfund State Cooperative Agreement with the United States Environmental Protection Agency (USEPA), the form of which is annexed hereto. More specifically, N.J.S.A. 13:1D-9 gives the NJDEP authority to enter into a Cooperative Agreement with USEPA for the purpose of protecting the environment and preventing pollution. Additionally, N.J.S.A. 58:10-23.11f empowers NJDEP to remove or arrange for the removal of a discharge of hazardous substances.

This letter is not intended to bind the State in any way unless and until the annexed form of Superfund State Cooperative Agreement is executed by both parties.

Very truly yours,

IRWIN I. KIMMELMAN
Attorney General of New Jersey

By _____
Richard F. Engel
Deputy Attorney General

RFE/jay

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Attachment A
Scope of Work - Task I
Combe Fill South Landfill

The purpose of the remedial action and feasibility study are to secure the site and to develop and evaluate remedial alternatives and to identify the cost-effective remedial action to be taken at this site. USEPA and NJDEP shall have concurrent review and approval of all the tasks included in this feasibility study and the remedial measure of securing the site.

The remedial measures and feasibility study will consist of the following eight tasks:

- Task 1 - Initial Site Investigation and Secure Site
- Task 2 - Preinvestigation Activities
- Task 3 - Site Investigations
- Task 4 - Selection of Remedial Response Objectives and Identification of Alternatives
- Task 5 - Laboratory and Bench Scale Treatability Studies
- Task 6 - Evaluation of Alternatives
- Task 7 - Conceptual Design and Final Report
- Task 8 - Coordination and Community Relations

A proposal including a detailed technical approach, budget, personnel requirements and schedule shall be submitted for the feasibility study.

Task 1 - Initial Site Investigation and Secure Site

An initial site investigation will be conducted to evaluate the present site conditions and address the following items during a wet weather period:

- (1) Identify on a recent topographical map areas where visible leachate seeps occur.
- (2) Identify any barriers to air migration which will be used in planning an appropriate air monitoring program.
- (3) Locate all existing monitoring wells.

In order to better secure the site numerous warning signs will be posted along the perimeter of the landfill.

Task 2 - Preinvestigation Activities

(1) Project Schedule

A project schedule will be provided by preparing a Task Activity bar chart or Critical Path Sequence showing the initiation, coordination, duration and interdependency of tasks. This schedule will be updated in each monthly progress report.

(2) Health and Safety Plan

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A comprehensive site-specific Health and Safety Plan (HSAP) will be prepared for the Combe Fill South Landfill site. This document will be structured for on-site personnel to minimize their personal injury, illness and potential environmental impairment associated with the feasibility study. The HASP will address the following areas.

- Listing of personnel protective equipment data
- Listing of safety equipment data
- Medical surveillance program
- Personal hygiene requirements
- Training program
- Special medical procedures
- Contingency plans for emergency procedures
- On site monitoring for personal safety
- Decontamination procedures

(3) Field Sampling Plan

A detailed site-specific Field Sampling Plan will be prepared for each field investigation. Each plan must address the following points:

- Number and types of samples required to accurately identify problem.
- Location of sampling points
- Explanation as to the type of data which will be collected and intentions for use of data.

(4) Quality Assurance Project Management Plan (QAPMP)

The QAPMP will be prepared in order to ascertain the reliability of monitoring data both laboratory and field investigations. The QAPMP will be required to contain all appropriate information contained in the USEPA document entitled "Interim Guidelines and Specifications for Preparing Quality Assurance Project Management Plan."

Within thirty (30) days after the completion of the Task 2 activities described above, submit a preliminary report presenting the results of this task. This report shall be considered a first draft and shall be updated to include USEPA and NJDEP comments.

The distribution of the first (and second) draft(s) shall be as follows:

USEPA Region II - 8 copies
NJDEP - 12 copies

Task 3 - Site Investigation

The contractor will use all available data to assist him in conducting on-site and if necessary off-site investigations of soil, ground water, surface waters, surface water sediments and local potable wells to determine the types and physical states of hazardous substance contamination. These investigations will identify any migration of hazardous substances

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through the above media, delineate the extent of contamination and access any adverse effects or risks associated with the presence of hazardous substances at the site.

(1) Background Investigation

The contractor will review the approved Remedial Action Master Plan for this site as well as all other pertinent data on file with NJDEP/EPA for the purposes of summarizing all activities involving the site. The contractor will also summarize the previous, relevant investigative activities including technical reports.

(2) Air Quality Investigation

An air quality survey of the site will be conducted in two phases. The initial phase will be conducted to verify "hot spot" concentrations of volatile organics associated with superficial soil contamination. Based on the results of the phase one program a second phase air monitoring program will be developed that will consist of the collection of air samples from multiple monitoring stations. The results of this investigation should identify potential on-site and off-site air quality hazards. In addition, this data will be used to establish the need for additional remedial measures such as collection and treatment or resource recovery of vented gases.

(3) Soil Investigation

Sites will be selected for sampling and analyses to determine the extent of contamination. These samples will be collected with the use of an appropriate sampler from pits that will be dug with the use of a backhoe, or from soil borings; this will also allow examination of the physical characteristics of the soil. All occurrences of oil and hazardous substances will be noted along with quantity estimated and vertical location. All sampling analyses will include at a minimum, the total priority pollutant scan and other materials which have been identified at the site, with confirmation of organics by GC/MS methodology.

(4) Ground Water Investigation

Existing data, the data developed in the soil investigation and fracture trace analyses will be used to select locations for the installation of ground water sampling wells. Sampling analyses should include, at a minimum, the total priority pollutant scan, total organic carbon and other materials which have been identified at the site, with confirmation of organics by GC/MS methodology. The well locations will be selected in order to provide the following information:

- depth of water table
- extent of ground water contamination in the local aquifer formations, both horizontally and vertically
- levels of ground water contamination (concentrations)
- projected rate of contamination movement

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- contaminant behavior (stability, biological and chemical degradation, mobility)
- direction and rate of ground water flow in the local aquifer both vertically and horizontally
- considerable data now exists in NJDEP files concerning ground water and should be utilized
- identification of contamination sources

(5) Surface Water and Sediment Investigation

Surface water and sediment samples will be taken at selected locations in West Branch Trout Brook, East Branch Trout Brook, Lower Trout Brook, Tanners Brook, and possibly the Lamington River and selected leachate seeps. Sampling analyses should include, at a minimum, the total priority pollutants scan, total organic carbon and other materials which have been identified at the site, with confirmation of organics by GC/MS methodology. The results of this testing should provide the following information:

- the degree of transport of chemicals via runoff and/or ground water
- upstream and downstream water quality
- ground water/surface water interactions
- rate of contaminated ground water discharge

(6) Area Residents Potable Wells Investigation

Selected potable wells of nearby residents will be sampled and tested to determine the quality of potable water in the area. All existing data on the area resident wells should be utilized to assist in this investigation. All sampling analyses should include, at a minimum, the total priority pollutant scan and other materials which have been identified at the site, with confirmation of organics by GC/MS methodology. The selection of potable wells should be based on existing water quality, well construction and proximity to the landfill. An organized offsite sampling program should be established prior to implementation i.e. (sampling schedules).

(7) Site Map

A detailed topographic map of the landfill site will be prepared identifying the following:

- property boundaries
- adjacent property owners
- monitor well locations and elevations
- topography indicating two foot contours
- disposal areas
- sample collection locations
- test pit and soil boring locations

(8) Description of Response

All existing data and that data collected during the site investigations must be used to assess and summarize the specific on-site and off-site health and environmental effects. A site specific statement of purpose for the response based on the background information and the investigative effort accomplished will be provided. The purpose or intent should be stated in terms of components or elements that are amenable to specific measures suited to implementing the most cost-effective and environmentally sound remedial action at the site.

After the completion of the Task 3 activities described above, submit a preliminary report presenting the results of this task. This report shall be considered a first draft and shall be updated to include USEPA and NJDEP comments.

The distribution of the first (and second) draft(s) shall be as follows:

USEPA Region II - 8 copies
NJDEP - 12 copies

Task 4 - Selection of Remedial Response Objectives and Identification of Alternatives

Determine the goals and objectives of the response and the criteria for remedial alternative evaluation.

(1) Response Objectives and Criteria

Identify the site-specific objectives and criteria of the response required. This identification shall be used on:

- information gathered during Task 2 and 3
- assessment of onsite and offsite health and environmental effects
- USEPA requirements and the National Contingency Plan or USEPA interim guidance
- any other applicable Federal and State statutes

Specific cleanup criteria shall be developed in accordance with procedures presented in Subpart F of the NCP (or USEPA interim guidance), and shall be presented so that levels of site contaminants may be easily compared to the respective cleanup criteria.

Preliminary criteria, developed in close consultation with USEPA and NJDEP, shall be submitted for approval before proceeding on elements of the feasibility study affected by the selection criteria.

(2) Identification of Remedial Alternatives

Alternatives shall be developed to incorporate remedial technologies, response objectives and criteria, and other appropriate considerations into a comprehensive, site-specific approach. An alternative for on-site, non-cleanup (e.g., alternative water supply), containment, and not-action options shall be developed for those options. Alternatives shall be developed in close consultation with USEPA and NJDEP. The development of remedial alternatives shall include, as a minimum:

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- (a) A description of appropriate treatment and disposal technologies, as well as any permanent facilities required. Permanent facilities might include potable well relocation or extension of existing potable water systems.
- (b) Specific engineering considerations required to implement the alternative (e.g., pilot treatment facility, additional studies needed to proceed with final remedial design).
- (c) Environmental impacts and proposed methods for mitigating any adverse effects.
- (d) Operation and maintenance/monitoring requirements of the completed remedy.
- (e) Off-site disposal needs and transportation plans.
- (f) Temporary storage requirements.
- (g) Requirement for safety plans during remedial implementation (including both on-site and off-site health and safety considerations).
- (h) A description of how the alternative could be phased into individual operable units. This should include discussion of how various components of the remedy could be implemented individually, or in groups resulting in a functional phase of the overall remedy.
- (i) A description of how the alternative will be segmented into areas to allow implementation of differing phases of the alternative. Both phasing and segmenting options will be developed in close consultation with USEPA and NJDEP.
- (j) A review of any off-site facility provided by NJDEP to ensure compliance with applicable RCRA requirements, both current and proposed.
- (k) A determination of what New Jersey Pollution Discharge Elimination System (NJPDES) permits would be necessary for each alternative identified and the submission of the information necessary for the development of a NJPDES permit.

Task 5 - Laboratory Studies

Conduct any necessary laboratory and bench scale treatability studies required to evaluate the effectiveness of remedial technologies and establish engineering criteria (e.g., leachate treatment, ground water treatment, compatibility of waste/leachate with proposed site barrier walls, cover, treatment of air emissions and other materials proposed for use in the remedy). It is expected that the scope of this task will depend on the results of Tasks 3 and 4 and, therefore, will not be completed at the start of the feasibility studies for USEPA and NJDEP approval. This submittal will be the overall feasibility study.

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Task 6 - Evaluation of Alternatives

Evaluate and present the practical and alternative remedies identified in Task 4, and recommend the most desirable alternatives to USEPA and NJDEP.

(1) Health and Environmental Assessment

A Health and Environmental Assessment (HEA) will be performed for each alternative. The HEA shall include, as a minimum, an evaluation of each alternative considering environmental fate, exposure and associated health and environmental effects, an analysis for mitigating adverse effects, physical or legal constraints, and compliance with CERCLA requirements.

(2) Cost Evaluation

Develop a cost evaluation for all feasible remedial action alternatives, and for each phase or segment of the alternative. The cost will be presented as a present-worth cost and will include total cost of implementing the alternative and the annual operation and maintenance costs of the alternative. The cost evaluation shall conform to the requirements of the NCP (and interim USEPA guidance).

(3) Cost-Effectiveness Methodology for Analysis of Alternatives

Evaluate each alternative in accordance with the criteria established in Task 4. The evaluation criteria shall be applied uniformly to each alternative. The objective of the cost-effectiveness assessment is to identify a number of remedial alternatives that are comparable. From this list of alternatives the most appropriate alternative, given the specific constraints of the project, will be selected. With this objective in mind, a trade-off matrix that enables identification of a few comparable techniques shall be included. The trade-off matrix is a convenient tool for rating the various alternative techniques against construction cost, operating and maintenance cost, and numerous measures of effectiveness.

The matrix shall include the following measures of effectiveness:

- level of cleanup achievable
- time to achieve cleanup
- feasibility
- implementability
- reliability
- ability to minimize adverse impacts during action
- ability to minimize off-site impacts because of action
- remoteness of activities (from nearby residences)
- useability of ground water
- useability of surface water

Each of the alternatives is to be rated 1 through 5 for each cost-effectiveness measure. Capital and O & M cost estimates for all alternatives are divided into five cost ranges which are rated 1

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(highest cost) through 5 (lowest cost). Ratings are also applied for each of the effectiveness measures, with 1 representing the "worst" score (low effectiveness) and 5 the "best" score (high effectiveness). The cost ratings (construction and O & M) and effectiveness measure ratings are to be summed for a given alternative. These two values are then multiplied together for each alternative to derive a cost-effectiveness rating. The ratings for each alternative are compared to those for other alternatives, and the comparable, cost-effective alternatives identified.

The formula for an overall cost-effectiveness rating follows:

$$(\text{Capital Cost Rating} + \text{O \& M Cost Rating}) \times \text{Effectiveness Rating} = \text{Cost-Effectiveness Rating}$$

The alternatives examined are then grouped into several categories of effectiveness-high, medium and low. Depending on the level of effectiveness judged by EPA to be acceptable, the least costly alternative(s) can be identified. In addition, the evaluation does provide composite cost-effectiveness ratings for each alternative, derived by multiplying individual cost and effectiveness scores.

(4) Recommendation of Selected Alternative

Recommend the alternative determined to be the most cost-effective resulting from Task 6 (2) and 6(3). Rationale for recommending the selected alternative shall be prepared, stating the advantages over other alternatives considered.

Prepare a preliminary report, presenting the results of Tasks 3 through 6 and the recommended remedial alternative. Submit copies of the preliminary report as follows:

USEPA Region II - 8 copies
NJDEP - 12 copies

Task 7 - Conceptual Design of System(s) to be Implemented and Final Report

Prepare a conceptual design of the remedial alternative selected by USEPA and NJDEP. The conceptual design shall include, but not limited to:

- the selected engineering approach with implementation schedule
- any special implementation requirements
- applicable design criteria
- preliminary site layouts
- budget cost estimates including, operation and maintenance figures
- operation and maintenance requirements

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- safety plan, including costs

Any additional information required as the basis for the completion of the final remedial design will also be included. The revision of portions of the Community Relations Plan, to reflect the results of the conceptual design, may also be required.

Prepare a final report for submission to USEPA and NJDEP. The report, structured to enable the reader to cross-reference with ease, shall include the results of Tasks 1 through 7, and should include any additional information in an appendix.

Task 8 - Coordination and Community Relations

Prepare any documentation such as diagrams, plans and charts necessary to support the Community Relations Plan and to obtain any permits or other institutional requirements. Attend public meetings, project review meetings and other meetings necessary to the normal progress of the work. Where required, make presentations, and briefing, and act as the technical expert concerning the remedial planning project.

Additional Requirements

a. Reporting Requirements

Two types of monthly progress reports are required for each work assignment:

(1) Technical Progress Report

This report should include the following elements:

- (a) Identification of site and activity.
- (b) Status of work at the site and progress to date.
- (c) Percent of completion (e.g., percent of work hours expended).
- (d) Difficulties encountered during the reporting period.
- (e) Actions being taken to rectify problems.
- (f) Activities planned for the next month.
- (g) Personnel changes.

The progress report will list target and actual completion dates for each element of activity, including project completion, and provide an explanation of any deviation from milestones in the approved proposal.

(2) Financial Management Report

This report should include the following elements:

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- (a) Identification of site activity.
- (b) Actual expenditures, including fee and direct labor hours expended for this period.*
- (c) Cumulative expenditures (including fee) and cumulative direct labor hours.
- (d) Projection of expenditures for completing the project, including an explanation of any significant variation from the forecasted target.*
- (e) A graphic representation of proposed versus actual expenditures (plus fee), and comparison of actual versus target direct labor hours. A projection to completion will be made for both.

*Indicates data required for input to USEPA's Site Response Management System (SRMS). Standardized input forms will be provided for monthly dating of project shares.

- b. Progress reports will be distributed monthly as follows:

<u>Technical Progress Reports</u>	<u>Financial Management Reports</u>	<u>Addressee</u>
2	2	USEPA Project Officer (Region II)
2	2	State Project Officer

- c. Interim, Draft, and Final Reports

Interim reports shall be submitted following the completion of Task 2, Task 3, Task 4, and Task 6. These interim reports shall be considered first drafts and shall be updated to include USEPA and NJDEP comments. A draft final report shall be submitted within thirty (30) days after the completion of technical work. The report shall incorporate the interim reports and shall summarize the results and all activities taken at the site. A final report, including the error-free masters, shall be submitted within thirty (30) days, following approval of the draft.

- d. Report Distribution

Report distribution shall be as follows:

<u>Report</u>	<u>USEPA Region II</u>	<u>USEPA HQ</u>	<u>NJDEP</u>
Preliminary Reports	8	0	12
Interim Reports	8	0	12
Draft Final Reports	20	0	12
Final Report	20	0	12

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Copies should be distributed as follows:

USEPA Region II: John Frisco
US Environmental Protection Agency
Region II
26 Federal Plaza
New York, NY 10278

USEPA HQ: William Kaschak
US Environmental Protection Agency
(WH-548E)
401 M Street, SW
Washington, DC 20460

NJDEP: Anthony Farro
NJ Dept. of Environmental Protection
Division of Waste Management
8 E. Hanover Street CN028
Trenton, NJ 08625

e. On-Site Activities

- (1) Any field sampling, collection and analyses conducted shall be documented, and chain of custody procedures shall be implemented in accordance with the criteria specified in USEPA guidance and QAPMP.
- (2) The engineer will be responsible to perform all activities on-site within the guidelines of an agreed-upon health and safety plan (to be submitted with proposal).

If the contractor discovers, during the performance of its work, any documents, labels, drums, bottles, boxes, other containers and any other physical materials which may provide an evidentiary link to the entity or entities which generated, handled and/or disposed of hazardous substances at this Site, it shall preserve and maintain any such materials pursuant to the procedures established in Attachment B the "Evidence Documentation Protocol".

- (3) Development of reliable monitoring data is a critical part of the project. Therefore, considerable importance is attached to quality assurance of the sampling, analysis and data-handling aspects of the scope of work. Offerors are requested to describe, in detail, their quality assurance procedures as they would apply to this program. This should be done by submitting a written Quality Assurance (QA) Project Plan. (If subcontractors responsibility for quality assurance of the subcontractor's are to be used in this effort, the prime contractor has full efforts as well as his own efforts).

The Quality Assurance Project Plan shall contain, at a minimum, the guidelines presented in the USEPA document "Interim Guidelines and Specifications for Preparing Quality Assurance Plans" (QAM-005/80) and NJDEP document "Quality Assurance Project

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Management Plan". These documents are available from the State Project Officer. It should be noted that environmental measurements cannot begin until the Quality Assurance Project Plan is submitted and approved by the NJDEP and USEPA. These program plans shall also include:

- (a) QA objectives for data measurement, in terms of precision, accuracy, completeness, representativeness and comparability.
- (b) Sampling procedures.
- (c) Sample custody.
- (d) Calibration procedures, references, and frequency.
- (e) Analytical procedures.
- (f) Data reduction, validation and reporting.
- (g) Internal QA checks and frequency.
- (h) QA performance audits, system audits, and frequency.
- (i) QA reports to management
- (j) Preventative maintenance procedures and schedule.
- (k) Specific procedures to be used to routinely assess data precision, representativeness, comparability, accuracy and completeness of the specific measurement parameters involved. This section will be required for all QA project plans.
- (l) At the discretion of the State Project Officer, each offeror in the competitive range shall be required to demonstrate acceptable performance by analyzing not more than two unknown samples for each parameter anticipated. The results of the analyses of these samples shall be compared to known USEPA results for scoring purposes.

Each offeror, who is found to be in the competitive range, shall permit an on-site systems audit by authorized representatives of NJDEP and USEPA. The offeror shall bear the cost of providing space to conduct the audit and personnel time to respond to questions or otherwise respond to reasonable requirements of the audit.

f. Period of Performance

All work must be completed within fourteen (14) months of the approval date of the proposal. This time frame includes the submittal period for the preliminary studies/design discussed in the scope of work, as well as the review period required for the draft and final reports.

TABLE I - COMBE FILL SOUTH REMEDIAL ACTIVITY

TASK I SCOPE OF WORK

TOTAL EXPENDITURE FOR
INITIATING TASKS \$550,000
(100%) Federal Share \$550,000

TASK NO.	TASK/ACTIVITY	OUTPUT	*ESTIMATED COST	ESTIMATED START	ESTIMATED COMPLETION	ESTIMATED DURATION
1.1	<u>Initial Site Investigation and Post Warning Signs</u>	Preliminary Report	\$ 8,000	Beginning of Month 1	End of Month 1	1.0 Month
1.2	<u>Preinvestigation Activities</u> 1. Project Schedule 2. Health & Safety Plan 3. Field Sampling Plan 4. Quality Assurance/Quality Control	Preliminary Report	15,000	Beginning of Month 2	End of Month 3	2.0 Months
1.3	<u>Site Investigations</u> 1. Background Investigation 2. Air Quality Investigation 3. Soil Investigation 4. Groundwater Investigation 5. Surface Water Investigation 6. Potable Well Investigation 7. Site Maps 8. Description of Response	Interim Report	343,000	Beginning of Month 4	End of Month 9	6.0 Months
1.4	<u>Selection of Remedial Response Objectives and Identifications of Alternatives</u> 1. Response Objectives & Criteria 2. Identification of Remedial Alternatives	Interim Report	27,000	Beginning of Month 9	End of Month 11	2.0 Month

TABLE 1 - COMBE FILL SOUTH REMEDIAL ACTIVITY

TASK I SCOPE OF WORK

				TOTAL EXPENDITURES FOR INITIATING TASKS		
				\$550,000		
				(100%) Federal Share		
				\$550,000		
TASK NO.	TASK/ACTIVITY	OUTPUT	*ESTIMATED COST	ESTIMATED START	ESTIMATED COMPLETION	ESTIMATED DURATION
I.5	<u>Laboratory and Bench Scale Treatability Studies</u> 1. Laboratory Sample Analysis 2. Bench Scale Treatability Studies	Interim Report	\$ 55,000	Beginning of Month 7	End of Month 9	2.0 Months
I.6	<u>Evaluation of Alternatives</u> 1. Health & Environmental Assessment 2. Cost Evaluation 3. Cost-Effectiveness Methodology Analysis of Alternatives 4. Recommendations of Selected Alternatives	Preliminary Report	52,000	Beginning of Month 7	End of Month 12	5.0 Months
I.7	<u>Conceptual Design for System(s) to be Implemented and Final Report</u>	Interim Report and Final Draft Report	25,000	Beginning of Month 12	End of Month 14	3.0 Months
I.8	<u>Coordination & Community Relations</u> 1. Project Coordination 2. Community Relations	Monthly Progress Reports	25,000	Beginning of Month 1	End of Month 14	14.0 Months

* Each cost includes NJDEP's Administration cost for the project.

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Attachment B

Evidence Documentation

- I. If, during the performance of its responsibilities on site pursuant to the SOW, the contractor(s) locates any documents, labels, drums, bottles, boxes, all other containers, and all other physical materials that could establish the identity of the entity or entities which generated, hauled and/or disposed of hazardous substances at this site, the contractor shall immediately advise the DEP On-Scene Coordinator (OSC) of its find. Until the OSC arrives at the site of the located potential evidence, the contractor(s) shall not move or otherwise disturb the site of the potential evidence unless such action is required to protect the safety of its workers, or to prevent the release of a hazardous substance into the ambient environment. The contractor may also move or disturb the potential evidence if leaving it at its point of discovery until the OSC arrives would cause its deterioration or destruction or loss.

II. Once the OSC arrives at the site of the located potential evidence, he or she shall immediately determine if the item or items should be removed from the original site of discovery. If the OSC does remove the item or items from the original site of discovery, the OSC shall assure that it is placed in a secure location such that no unauthorized contact occurs with the item or items so preserved as potential evidence. In doing so, the OSC shall follow standard chain of custody documentation procedures.

III. Once the OSC has determined whether to leave the item or items of potential evidence at the site of discovery or has secured the item or items elsewhere pursuant to "II" above, the OSC shall immediately contact Walter Mugdan, Acting Chief, General Enforcement Branch, Office of Regional Counsel, United States Environmental Protection Agency or his designee and Keith A. Onsdorff, Assistant Director of Enforcement, Office of Regulatory Services, Department of Environmental Protection or his designee who shall then determine the final disposition of the item or items of potential evidence. They shall make this determination, barring extraordinary circumstances, within 72 hours of their notification by the OSC.