

*Remediation template: Cooperative Cleanup Memorandum of Agreement.  
For drafting a CCM, MPCA staff will use the most current template.  
Remove this header and all instructions in red text or other text within < > brackets before finalizing.*

STATE OF MINNESOTA

MINNESOTA POLLUTION CONTROL AGENCY

COOPERATIVE CLEANUP MEMORANDUM OF AGREEMENT

<insert name of site> Site, <insert site number> Site Number

**I. Overview and Purpose**

This Memorandum of Agreement (MOA) is a voluntary agreement between the Minnesota Pollution Control Agency (MPCA) and <insert RP name>. The purpose of the MOA is to outline the investigations and response actions and timelines that MPCA and <insert RP name> agree will be required at the site.

By entering into this MOA, <insert RP name> does not admit the validity of any of the facts or assertions herein and retains all right of defense in future actions. By entering into this MOA, the MPCA does not waive any claims, causes of action, or authorities if <insert RP name> fails to comply with the terms and conditions of the MOA, or if releases or conditions currently unknown to the parties are discovered at the site.

The definitions provided in Minn. Stat. §115B.02 apply to the terms used in this MOA.

This Agreement does not supersede any existing agreement between the MPCA and <insert RP name>, nor any future agreement between MPCA and <insert RP name>. This MOA is not intended to and does not create any right or benefit, substantive or procedural, enforceable by law or equity against MPCA, the officers or employees therein, or any other person.

**II. Background**

This site at <insert address> has been <insert uses leading to contamination>. The site is currently <insert status of site, e.g., operating, abandoned, etc.>.

<insert RP name> is a Responsible Person under Minn. Stat. ch. 115B and <will be or has been > investigating/remediating the <insert name of site> site under the oversight of the MPCA <insert program name>. To date, <insert RP name> has completed <insert items such as program application and phase I or what actions done so far by RP>.

The MPCA's formal procedures for oversight of Responsible Persons under Minn. Stat. ch. 115B include listing the site on the Permanent List of Priorities, executing Consent Orders, referring the site to the United States Environmental Protection Agency (EPA), undertaking the response action using state funds, and initiating court proceedings under state law.

*Keep Preferred ID number on first page. Do not delete:*

Preferred ID: [insert VIC number]

Minn. Stat. ch. 115B does allow for voluntary response actions by Responsible Persons without the full formal oversight procedures of Minn. Stat. ch. 115B. Those voluntary response actions must meet the same standards for protection that apply to the sites undergoing full and formal oversight.

The MPCA and <insert RP name> intend that <insert RP name> complete full investigation of and response actions for the releases at and from the site according to the timeframe set out in this MOA and without the full formal procedures under Minn.Stat. ch. 115B.

This MOA is intended to outline the process and general remediation goals to be completed by <insert RP name> for the purposes of successfully investigating and remediating the <insert site name> releases on the site and leaving the site. When the MPCA determines <insert RP name> has taken all reasonable and necessary actions to protect the public health and welfare and the environment the MPCA intends to complete the appropriate closure documents such as a No Action or No Further Action letter. Site closure may include a requirement for an affidavit or environmental covenant to document residual contamination at the site, impose affirmative obligations such as ongoing monitoring or remedy operation and maintenance, and/or may contain site use conditions and restrictions.

NOW, THEREFORE, in accordance with the stipulations below, the MPCA and <insert RP name>, commit as follows:

### III. Site Remediation Goals or Requirements

*[MPCA Project Manager or applicant drafts a summary of information/risks known to date. The generic description of goals and requirements in each media box should be kept. Specific media requirements that are known to project managers should be summarized after the generic statement. Aim for phrases and sentences rather than full technical description. This draft is then provided to RP Project Manager for tweaking.]*

	Summary of information/risks known to date	On site and off site goals or requirements to reach site closure and allow issuance of the "no further action required" document
Soils		All potential sources of contamination at the site must be evaluated and the extent/magnitude of all releases to site soils must be fully defined. Soil response actions must be taken as necessary to mitigate and manage risks to human health and the environment via direct human exposure to soil contaminants, leaching of contaminants to groundwater, and runoff to surface water. <i>[If investigations have already been conducted or if the required remediation is known, summarize the specific work known to be needed:]</i> Specifically included is:
Groundwater		If the contaminants of concern pose a potential risk to groundwater, the presence, extent, and magnitude of groundwater impacts must be defined, including impacts extending off-site at concentrations greater than the Health Risk Limits established by the Minnesota Department of Health. Groundwater response actions must be taken as necessary to mitigate and manage risks to human health and environment. <i>[If investigations have already been conducted or if the required</i>

		<i>remediation is known, summarize the specific work known to be needed:] Specifically included is:</i>
Soil vapor		If the contaminants of concern at the site include volatile compounds, a soil gas/vapor intrusion investigation must be completed at the site and (if warranted) at adjacent/nearby properties potentially at risk for vapor intrusion from site impacts. Response actions must be taken as necessary, both on- and off-site, to mitigate and manage risk to human health posed by the vapor intrusion pathway. <i>[If investigations have already been conducted or if the required remediation is known, summarize the specific work known to be needed:]</i> Specifically included is:
Surface water		If the contaminants of concern at the site pose a potential risk to on-site or off-site surface water, the presence, extent, and magnitude of surface water impacts must be fully defined, including risks to human health and the environment (e.g. ecological receptors). Response actions must be taken as necessary to mitigate and manage risks to human health and the environment posed by impacts to surface water. <i>[If investigations have already been conducted or if the required remediation is known, summarize the specific work known to be needed:]</i> Specifically included is:
Land use		Description should include the current and projected land use
Institutional controls		If residual contamination at the site warrants activity/land use restrictions or affirmative obligations (e.g., continued monitoring or operation/maintenance of a remedial system), the MPCA may require an institutional control to be filed for the property prior to site closure.
Other		

The <insert RP name> acknowledges that newly identified releases and newly identified effects of those releases may require additional investigation and response at the site.

#### IV. Timeline for Actions

*[MPCA Project Manager should customize a timeline that includes the parts that pertain to this site. For a new site the normal flow of site work should be outlined and A-E below will normally all be used. For ongoing sites the timeline for the remaining work should be outlined. Work phases already done may simply say "already completed". Each RP investigation and remedy must include on and off site extent and magnitude and risk determination and mitigation for groundwater and vapor and surface water issues. MPCA Project Manager should include a projected end date for the project in the first draft, but can leave intermediate dates for the RP Project Manager to suggest. Project Managers should negotiate reasonable timeframes for the final document.]*

*[Example text for a new site:]*

**A. Remedial Investigation Work Plan.** By <insert timeframe>, <insert RP name> will prepare a Remedial Investigation Work Plan for the site to complete the full investigation of contamination on and off of the site. The work plan must follow MPCA guidance including a Quality Assurance Project Plan if appropriate. The MPCA will review and approve the work plan providing it

comports with the MPCA guidance and provided it will lead to adequate investigation of the full extent and magnitude of the releases from the site.

**B. Remedial Investigation.** <insert RP name> will conduct the Remedial Investigation according to the approved plan and submit the results of the Remedial Investigation to the MPCA by <insert date>. MPCA will review and comment on or approve the Remedial Investigation. The parties understand that the Remedial Investigation may lead to a proposal for additional investigation and/or response action.

**C. Response Action Plan.** If the <insert RP name> or the MPCA determines that response actions are necessary to manage risk to human health or the environment posed by the identified releases the <insert RP name> will prepare a Response Action Plan within <insert timeframe> of MPCA approval of a Remedial Investigation Report. The Response Action Plan will follow MPCA guidance and will provide a detailed design and schedules for implementation of actions to remedy the releases of hazardous substances at and from the site. The MPCA will review and comment on or approve the Response Action Plan within <insert timeframes> days of submittal. The parties understand that there may have to be several Response Action Plans prepared for releases at/from the site as new information becomes available during the investigation and response.

**D. Response Actions.** <insert RP name> will implement and complete response actions according to and by the schedules within an approved Response Action Plan. <insert RP name> will complete any monitoring or operation and maintenance required for the response action.

**E. Institutional Controls.** Before the MPCA will issue a no action or no further action document, <insert RP name> will implement any required institutional controls or other actions to maintain the response action.

**F. <Other.>**

## **V. Amendment, Termination, Period of Agreement**

The parties intend that amendment of dates and any disputes under this Cooperative Cleanup Memorandum will be negotiated and settled between the MPCA project team and the company point of contact. If amendments or disputes cannot be settled at that level or the level of the first supervisor above the project team and company point of contact the parties intend that this Cooperative Cleanup Memorandum be terminated and formal Minnesota Environmental Response and Liability Act (MERLA) processes be resumed. Any such termination by either party must be in writing between the MPCA and company project managers.

This MOA becomes effective on the date of signature of the MPCA and continues until modified by mutual consent or unless terminated. The MPCA and company project manager should review this MOA periodically, and may amend or revise it as changing needs, conditions, or technology warrants.

If the MOA is terminated for any reason, the MPCA will resume oversight of the <insert name of site> under Minn. Stat. ch. 115B authorities, including listing the site on the Permanent List of Priorities, executing Consent Orders, referring the site to the EPA, undertaking the response action using state funds, and initiating court proceedings under state law.

## VI. Points of Contact

The following individuals have been identified as project managers and points of contact:

<insert MPCA project manager>  
Minnesota Pollution Control Agency  
<insert MPCA contact information>

<insert RP project manager(s)>  
<insert RP name>  
<insert RP contact information>

## VII. Payment of MPCA Oversight Costs

The costs for MPCA oversight of this site will be charged to the company at the rate charged to Voluntary Parties under Minn. Stat. ch. 115B. <insert RP name> does not waive any rights regarding dispute of MPCA invoices, and the MPCA does not waive any rights regarding follow-up actions including termination of this MOA if invoices are not paid.

## XIII. Approvals

\_\_\_\_\_  
<RP Company name>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathryn Sather, Director  
MPCA Remediation Division

\_\_\_\_\_  
Date