



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office

2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

JUN 6 8 2017

Mr. Stuart Clifton
Chief of Environmental and Safety Division
Federal Law Enforcement Training Center
1131 Chapel Crossing Road
Glynco, Georgia 31524

SUBJECT: Memorandum of Agreement
Former Contractor Disposal Area
Federal Law Enforcement Training Center
EPA ID# GA6202932244
Corrective Action Consent Order EPD-HW-1615

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Dear Mr. Clifton:

The Georgia Environmental Protection Division (GEPD) has received the Memorandum of Agreement for the former Contractor Disposal Area site at the Federal Law Enforcement Training Center. Please file the attached executed Memorandum of Agreement in the Facility Master Plan and provide a file-stamped copy to GEPD within thirty (30) days of receipt of this letter.

Should you have any questions, please contact Mr. Eddie Williams at 404-657-8848.

Sincerely,

Richard E. Dunn
Director

MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL LAW ENFORCEMENT TRAINING CENTERS AND
THE GEORGIA ENVIRONMENTAL PROTECTION DIVISION
REGARDING
LAND USE RESTRICTIONS

1. PARTIES. The parties to this Agreement are the Federal Law Enforcement Training Centers (FLETC), a component of the Federal Department of Homeland Security (DHS), and the Georgia Environmental Protection Division (GAEPD), an instrumentality of the State of Georgia.

2. AUTHORITY. This Agreement is authorized under the provisions of:

- Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.
- Solid Waste Disposal Act, 42 U.S.C. § 6949
- Public Law 102-386, Federal Facilities Compliance Act
- 40 CFR parts 260 et seq.
- Georgia Hazardous Waste Management Act, § 12-8-60 et seq. (ACT)
- Georgia Rules for Hazardous Waste Management, 391-3-11 (HW Rules)
- Georgia Uniform Environmental Covenants Act (O.C.G.A 44-16-1, et. Seq.)

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3. PURPOSE. The purpose of this Memorandum of Agreement (MOA) is to set forth terms by which the FLETC will ensure it will impose land use restrictions on the Contractor Disposal Area for activity management or in the event this parcel is ever conveyed.

This MOA subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this MOA shall be the date of signature.

4. PROPERTY DESCRIPTION. Former Contractor Disposal Area, hereinafter the Property, subject to the MOA is located within the Federal Law Enforcement Training Centers (FLETC), located at 1131 Chapel Crossing Road, Glynco, Glynn County, Georgia 31524 (hereinafter "FLETC"). The Property consists of approximately 10.91 acres. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibits B-1 and B-2. The FLETC boundaries are recorded in Deed Book 585 and 481, PD 32, Pg. 120-129; PD 10, Pg. 350; PD6, Pg. 155, Glynn County Records. The Property is located within Land Lot 0059-00 000-037 of the Central Glynn, District 03, 03-09766 Section, of Glynn County, Georgia. The Property consists of the footprint of the former Contractor Disposal Area at the FLETC.

Link: http://qpublic7.qpublic.net/ga_glynn_display.php?county=ga_glynn&KEY=03-09766
Tax Parcel Number: 03-09766 of Glynn County, Georgia

Name and Location of Administrative Records:

The land use controls at the Property that are the subject of this MOA are described in the "Activity and/or Use Limitations(s)" section of this MOA. Additional documentation is available at the following location.

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 MLK, Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334

5. BACKGROUND. The Property parcel has undergone investigative action subject to the requirements of the Georgia Hazardous Waste Management Act and Consent Order EPD-HW-1615. However, institutional controls listed herein are required due to the presence of certain regulated substances, hazardous waste constituents and hazardous constituents regulated under the Georgia Hazardous Waste Management Act, § 12-8-60 et seq. (ACT); and the Georgia Rules for Hazardous Waste Management, 391-3-11 (HW Rules).

The MOA is made by the FLETC and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "GAEPD"). This MOA is required because a release of hazardous constituents occurred on the Property, with the potential to migrate into the groundwater. The Contaminants of Concern (hereinafter "COCs") at the Property consist of Antimony (Sb), Arsenic (As), Lead (Pb), Thallium (Tl), and Benzo(a)pyrene as found in the soil. The COCs are "hazardous constituents" as defined under the ACT and the HW Rules. The Corrective Action consists of limiting the use of the Property area and groundwater to non-residential activities to protect human health and the environment as further defined herein.

The FLETC hereby agrees to the activity and use restriction(s) on the Property identified herein and grants such other rights under this MOA in favor of the GAEPD. Under the authorities of applicable statutes and regulations, GAEPD shall have full right of enforcement of the rights presented in this MOA. Failure to timely enforce compliance with this MOA or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this MOA shall restrict GAEPD or the FLETC from exercising any authority under applicable law.

The FLETC makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies such declarations shall: (1) constitute an agreement to run with the land; (2) are perpetual, unless modified or terminated pursuant to the terms of this MOA; and (3) shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property. No conveyance of title, easement, lease, or other interest in the Property area shall be consummated by the FLETC

without adequate and complete provision for continued maintenance of the land use restriction. Should a transfer or sale of the Property area occur before such time as this MOA has been amended or revoked then said MOA shall be binding upon the transferee(s) or purchaser(s).

6. ACTIVITY LIMITATION(S). Unless the MOA is amended or terminated, the following activities must be implemented by the FLETC in a timely fashion:

- a) Ensure there will be no activity on the Property that may result in the release of, or exposure to, the COCs, or create a new exposure pathway. However, in the event there is construction or other activity that may create a pathway the FLETC will coordinate with GAEPD during the planning stage to ensure there is no danger to human health or the environment, and that all activities will be in accordance with federal and state laws and regulations.
- b) Ensure there is no use of or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes not approved by GAEPD.
- c) Place and maintain signage at the primary point of entry to the site of the Property specifying the restricted area and reason. Disturbance or removal of such signage is prohibited during the effective term of this MOA.
- d) FLETC Real Property Branch (RPB) will ensure compliance of the restrictions is included or incorporated in the land use controls of the FLETC master plan for the site as shown in Exhibit B-2 and will maintain the MOA in the Real Property Records.
- e) If ever the FLETC transfers its administrative control of the Property, or participates in the conveyance of the Property out of federal government ownership, FLETC will coordinate with GAEPD at the earliest stage in that planning.
- f) Must give thirty (30) days advance written notice to GAEPD of the following:
 - 1) The FLETC's intent to change the use of the Property, apply for building permit(s), or propose any site work.
 - 2) FLETC's intent to convey any interest in the Property. No transfer or conveyance of title, easement, lease, or other interest in the Property shall be consummated by the FLETC without adequate and complete provision for continued maintenance of the institutional controls, and Corrective Action, as necessary.

7. USE LIMITATIONS. Use of the Property shall be limited to the following:

- a) Non-residential uses, defined as any real property not currently being used for human habitation or other purposes with similar potential for human exposure. Any residential use of the Property shall be prohibited.
- b) Any activity on the Property that may result in the release of, or exposure to, the COCs, or create a new exposure pathway is prohibited.

- c) Any activity that is inconsistent with the Activity Limitations, or any other action that may interfere with the effectiveness of the Activity Limitations will be addressed by the FLETC as soon as practicable, but in no case will the process be initiated later than 10 days after the FLETC becomes aware of the breach.

8. MONITORING. Monitoring of the environmental Use Activity Limitations will be on a continuous basis by the FLETC Environmental and Safety Division (ESD). Per the letter from the Georgia Environmental Protection Division dated November 28, 2016, part of the monitoring at the Property will consist of (1) the annual sampling of the five (5) groundwater wells on the Property. The samples will be analyzed for Antimony (Sb), Arsenic (As), Lead (Pb), Thallium (Tl), and Benzo(a)pyrene and the results compared to each analyte's respective Maximum Contaminant Level (MCL), and (2) visual inspection of the Property area to verify compliance with the non-residential usage limitation.

9. PERIODIC REPORTING. A report verifying the required Activity Limitations, Use Limitations, and Monitoring will be submitted annually to GAEPD during the same month of each year by FLETC ESD.

10. RIGHT OF ACCESS. In addition to any rights already possessed by GAEPD and/or the FLETC ESD the right to enter the Property area at reasonable times for the purpose of evaluating the institutional controls: to take samples, to inspect to determine compliance with this MOA, and to inspect records that are related to the MOA and institutional controls.

11. TERMINATION OR MODIFICATION. The MOA shall remain in full force and effect, unless and until the GAEPD determines that the Property meets the residential clean-up standards derived in accordance with the Georgia Environmental Protection Division Guidance for Selecting Media Remediation Levels at Solid Waste Management Units, November 1996 (or its replacement), whereupon the MOA shall be amended or revoked. FLETC RPB shall be notified of any modifications or termination of the MOA.

12. SEVERABILITY. If any provision of this MOA is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. NO PROPERTY INTEREST CREATED IN GAEPD. This MOA does not in any way create any interest in GAEPD in the Property. Furthermore, the act of approving this MOA does not in any way create any interest by GAEPD in the Property.

14. POINTS OF CONTACT.

David S. Barber
(912) 267-3322
david.barber@fletc.dhs.gov
Federal Law Enforcement Training Centers
Environmental and Safety Division
Attention: Assistant Division Chief
1131 Chapel Crossing Road
Glynco, GA 31524

Federal Law Enforcement Training Centers
Facilities Management Division
Attention: Real Property Branch
1131 Chapel Crossing Road
Glynco, GA 31524

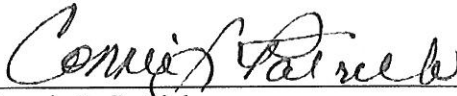
Georgia Environmental Protection Division
Land Protection Branch
Attention: Branch Chief
2 Martin Luther King, Jr. Dr., SE
Suite 1054 East Tower
Atlanta, GA 30334

15. OTHER PROVISIONS. Nothing in this MOA is intended to conflict with current law or regulation or the directives of the DHS or state of Georgia. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

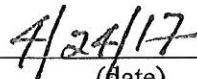
16. EFFECTIVE DATE. The terms of this MOA will become effective upon GAEPD's concurrence and signature.

APPROVED BY:

DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTERS

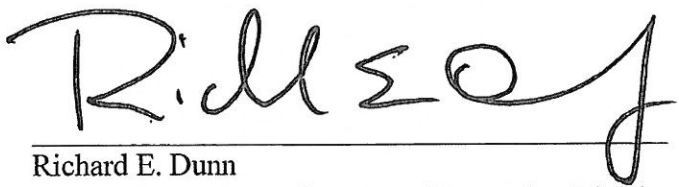


Connie L. Patrick
Director, Federal Law Enforcement Training Centers




(date)

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION



Richard E. Dunn
Director, Georgia Environmental Protection Division



(date)

Grantor has caused this Memorandum of Agreement and Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act, on the April 24, 2017 day of

Signed, sealed, and delivered in the presence of:

For the Grantor: Federal Law Enforcement Training Centers

[Signature]
Unofficial Witness (Signature)

Daniel W. Auer
Unofficial Witness Name (Print)

2921 Beech Hollow Way, Fairburn VA 31071
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires March 9, 2019

My commission expires the 9th day of March, 2019

[Signature] (Seal)
(Signature)

Connie L. Patrick
Director

Dated: 4-24-2017

(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

For the State of Georgia
Environmental Protection Division:

[Signature]
Unofficial Witness (Signature)

Crystal Billups
Unofficial Witness Name (Print)

2 MLK Jr Dr SE Ste 1450E
Unofficial Witness Address (Print) Atlanta, Ga 30334

[Signature]
Notary Public (Signature)

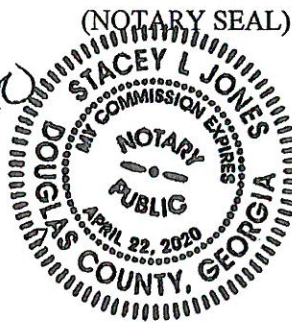
My Commission Expires April 22, 2020

[Signature] (Seal)
(Signature)

Richard E. Dunn
Director

Dated: 6/5/17

(NOTARY SEAL)



Notices:

Any document or communication required to be sent pursuant to the terms of this MOA shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King, Jr. Dr., SE
Suite 1054 East Tower
Atlanta, GA 30334

Federal Law Enforcement Training Centers
Environmental and Safety Division
1131 Chapel Crossing Road
Glynco, GA 31524

Federal Law Enforcement Training Centers
Facilities Management Division
Real Property Branch
1131 Chapel Crossing Road
Glynco, GA 31524

Exhibit A Description

WRITTEN DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

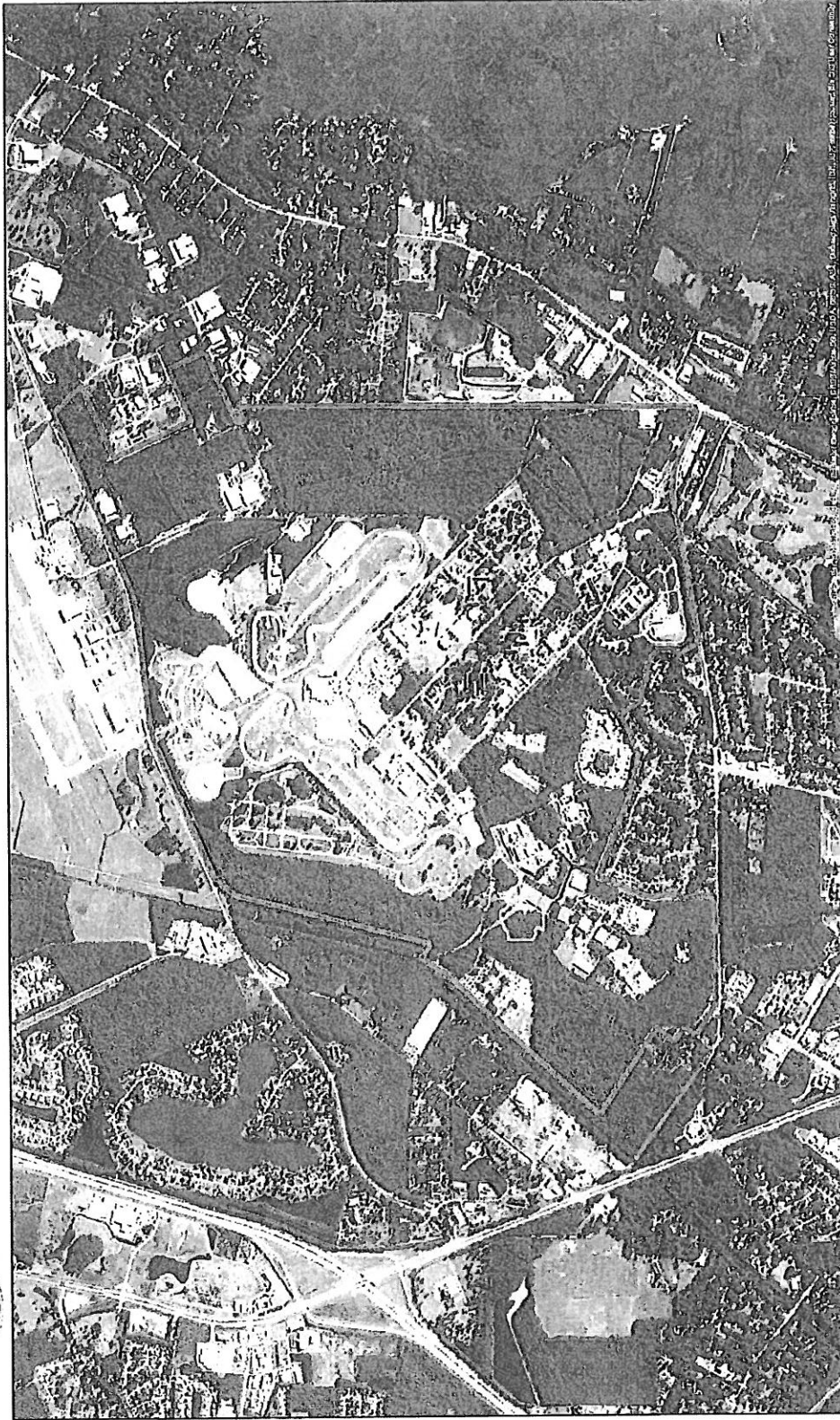
BEGINNING from the vicinity of the North corner of Building 157 at point 31°14'2.62"N/81°29'1.79"W and moving a distance of 205.68 feet to point 31°14'4.65"N/81°29'1.79"W;
THENCE moving a distance of 304.16 feet to point 31°14'6.83"N/81°29'4.21"W;
THENCE moving a distance of 163.41 feet to point 31°14'6.85"N/81°29'6.09"W;
THENCE moving a distance of 317.38 feet to point 31°14'5.36"N/81°29'9.15"W;
THENCE moving a distance of 369.12 feet to point 31°14'1.72"N/81°29'9.18"W;
THENCE moving a distance of 231.87 feet to point 31°14'0.02"N/81°29'7.42"W;
THENCE moving a distance of 318.02 feet to point 31°13'59.98"N/81°29'3.92"W;
THENCE moving a distance of 327.18 feet to the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions or record.

Said property contains 10.91 acres more or less.



FEDERAL LAW ENFORCEMENT TRAINING CENTERS, GLYNCO



Legend

- FLETC boundary
- - - Contractor Disposal Area



Exhibit B-1
Figure of FLETC and Surrounding Parcels
MSH/March 2017

Exhibit B-2

FIGURE OF THE CONTRACTOR DISPOSAL AREA



