

LONG-TERM STEWARDSHIP AGREEMENT FOR THE MISSOURI MINUTEMAN II MISSILE SITES

I. PARTIES

This Agreement is by and among the Missouri Department of Natural Resources (MDNR), the Environmental Protection Agency Region VII (EPA) and the United States Air Force (USAF) (collectively the "Parties").

II. JURISDICTION

This Stewardship Agreement is entered into under the authority of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§2601 to 2692, and Executive Order 12088, 43 F.R. 47707 (October 13, 1978), as amended by Executive Order 12580 (January 23, 1987).

III. PURPOSE/SCOPE

In 1995, EPA and USAF entered into a Federal Facility Compliance Agreement ("FFCA") in consideration of TSCA concerning "Dismantlement Activity Supporting the Strategic Arms Reduction Treaty and the Subsequent Closure of USAF Minuteman II Missile Sites." Subsequently, the State of Missouri and the USAF entered into a "Participating State Attachment" to the FFCA regarding the missile sites associated with Whiteman Air Force Base (AFB) which were located in Missouri. This present Stewardship Agreement pertains only to the missile sites located in Missouri and does not pertain to missile sites associated with Ellsworth AFB which were located in the states of North Dakota and South Dakota.

The EPA, the State of Missouri and USAF agree that the USAF has satisfactorily completed the actions required under the FFCA for the Missouri sites including the monitoring and sampling requirements and has no further obligations under the FFCA for the Missouri sites "with the exception that any PCB contamination attributed to any site covered under this Agreement may require USAF to take additional corrective action in coordination with EPA and the Participating or Affected State." (1995 FFCA Section XIV. "Termination".) The PCB contamination remaining at the missile sites has been covered and capped. Institutional controls (ICs) including use restrictions and covenants have been implemented in the transfer of these properties to private ownership. The parties to this Stewardship Agreement agree that long-term care and monitoring of these institutional controls at the Missouri sites will be needed to assure continued protectiveness of the remedy implemented pursuant to the 1995 FFCA. The parties further agree that USAF has a continuing obligation to assure remedy integrity and to take additional corrective action if necessary to protect human health and the environment.

The Parties enter into this follow-up agreement to provide for long-term care and monitoring of the former Minuteman II missile system sites (Sites) in Missouri and to provide funding for that care and monitoring. This Agreement sets forth the procedures and responsibilities for long term care/monitoring and who will provide that care and monitoring to ensure that human health and the environment remain protected. The Parties have developed a Long-term Stewardship (LTS) plan, which is attached hereto and by this reference, is incorporated into this Agreement as Attachment A.

IV. BACKGROUND

The Sites consisted of 150 launch facilities and 15 launch control facilities. Deactivation of the 165 Sites began in December 1991. The first launch facility was imploded in December 1993. The federal government completed the implosion process for all Sites in 1997. The 15 launch control facilities remain in place; however, the access elevator shafts have been back filled with material, and a concrete slab was poured at ground level to restrict access. During some of the first implosions, non-liquid polychlorinated biphenyls (PCBs) above 50 ppm were found on the outer surface of the silos, underground storage tanks and associated piping, and a number of underground storage tanks were found to be leaking. In addition, asbestos was discovered in the protective coating on the underground storage tanks and underground piping. The 1995 Federal Facilities Compliance Agreement (FFCA) and the 1995 State Attachment (SA) to the FFCA allowed the USAF to leave this contamination in place, saving the USAF millions of dollars in removal and disposal costs, meanwhile, the land was put to beneficial private use.

Of the 165 Sites, 164 have been transferred to private ownership. The remaining Site, Oscar I located on and controlled by Whiteman AFB, is an historical site and a museum. As required by the FFCA and the SA, use restrictions, covenants and deed notices have been placed in the documents transferring title to the Sites and are required to be included in any subsequent transfer of the Sites. These use restrictions, covenants and deed notices are necessary to protect human health and the environment due to the persistent nature of PCBs and will be the primary tool of long-term stewardship.

V. DESIGNATED MANAGERS

The Parties shall each designate one individual responsible for managing all activities required pursuant to this Agreement. The individuals will be titled "Program Manager". Parties may change Program Managers by notifying the other Parties, in writing, fifteen (15) working days prior to the personnel change.

VI. SITE ASSESSMENTS

The USAF will inspect all Sites on a two-year timeframe. The purpose of these Site assessments will be to evaluate changes in Site conditions that may violate the terms of the Quitclaim Deed restrictions.

Additionally, these Site assessments will focus on Site activities that may compromise the integrity of the cap and liner. The Former Minuteman II Missile Site Reconnaissance document dated December 2005 drafted by the USAF will be used as representing the baseline conditions for each Site to evaluate changes to the Site. Parties shall follow the Site assessment process and frequency outlined in the LTS Plan.

VII. COMPLIANCE

The MDNR will work with property owners of Sites with concerns and/or compliance issues as they pertain to the use restriction and covenants in the Quitclaim Deeds. The MDNR and EPA reserve all rights to pursue enforcement/corrective action to assure the use restrictions and covenants as set out in the Quitclaim Deeds remain in full force and reserve all rights under TSCA or any other applicable law. The MDNR will provide information to the USAF and EPA on Sites where compliance issues arise. The Parties shall conduct compliance activities as outlined in the LTS Plan.

VIII. REMEDIATION

In the event of any breaches which may impair the integrity of the cap, the parties agree to coordinate a response by the most expeditious means to protect human health and the environment consistent with the roles and responsibilities outlined in Section 7 of the accompanying LTS Plan.

IX. FUNDING

The USAF agrees to reimburse the MDNR for all reasonable costs incurred overseeing implementation of this Agreement, not to exceed \$25,000 per year and \$125,000 during the next five years. Reimbursable expenses shall consist only of actual expenditures required to be made and actually made by the MDNR. The expenses and reimbursement requirements are outlined in the LTS Plan.

USAF shall request, in a timely manner, through the Department of Defense (DoD), all funds and/or authorizations necessary to meet the conditions of this Agreement.

Nothing in this Agreement shall be construed as obligating the USAF or its officers, employees or agents to expend any funds in excess of appropriations authorized for such purpose in violation of the federal Anti-Deficiency Act (31 U.S.C. Section 1341).

X. DISPUTE RESOLUTION

The Parties shall use their best efforts and act in good faith to resolve disputes arising under this Agreement. It is the intention of the Parties that all disputes arising under this Agreement shall be resolved at the lowest possible level of authority, beginning with the Program Managers, and as expeditiously as possible within the following framework. All timeframes for resolving disputes below may be lengthened by the mutual written consent of the Parties.

- A. Following the occurrence of circumstances giving rise to a dispute, the Parties shall make reasonable efforts to informally resolve the dispute. If resolution cannot be achieved informally within thirty (30) calendar days, the objecting party may elevate the dispute for formal resolution pursuant to Subsection X.B.
- B. Within sixty (60) calendar days following the occurrence of circumstances giving rise to a dispute, either Party may initiate formal dispute resolution under this paragraph. To initiate formal dispute resolution, a party shall submit to the other Party/Parties a written notification of the dispute detailing the nature of the dispute and its position.
- C. Within fifteen (15) working days of written notification of a dispute, the Program Managers of the Parties shall meet and attempt to resolve the dispute.
- D. If the Program Managers are unable to resolve the dispute within fifteen (15) working days of receipt of the written notification of dispute, either Party may submit a written statement of the dispute to the Signatories of this Agreement or their successors in office. Within thirty (30) days of submittal of the written statement of dispute the signatories of this Agreement shall meet in order to resolve the dispute.
- E. If the Signatories are unable to resolve the dispute, a decision will be made by the Administrator of EPA Region 7. This decision is final and binding on all Parties.
- F. The final resolution of any dispute elevated for formal resolution pursuant Subsection X. B. shall be memorialized in writing and incorporated into this Agreement.

XI. MODIFICATION

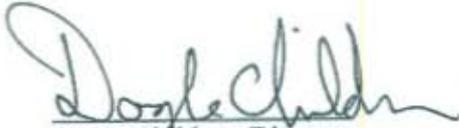
The terms of this Agreement may be modified at any time by a written modification signed and dated by all Parties. However, this Agreement, including the LTS Plan, will be reviewed every 5 years and modifications made accordingly with all Parties' written consent. If a Party requests that the Agreement be modified, but the other Parties do not concur, a party may invoke the dispute resolution process in Section X., DISPUTE RESOLUTION.

XII. TERMINATION

This Agreement shall be terminated when all the Parties agree that long term care/monitoring is no longer needed. Any Party may begin the termination process by providing written justification, to the remaining Parties that long term care/monitoring is no longer needed for the protection of human health and/or the environment.

XIII. SIGNATURES

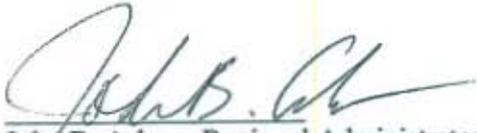
Signatures regarding the Long-term Stewardship Agreement for the Missouri Minuteman II Missile Sites (5 pages).



Doyle Childers, Director
Missouri Department of Natural Resources
Jefferson City, Missouri

6-19-07

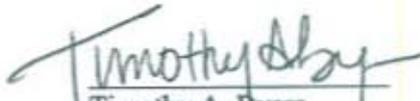
Date



John B. Askew, Regional Administrator
U.S. Environmental Protection Agency
Region VII
Kansas City, Kansas

19/June/2007

Date



Timothy A. Byers
Brigadier General, USAF
Director of Installations and Mission Support (A7)

11 JUN 07

Date