

## Minnesota Pollution Control Agency

April 8, 2003

Commanding Officer  
Southern Division  
Naval Facilities Engineering Command  
Attn.: Jeff Meyers, Code ES32  
P.O. Box 190010  
North Charleston, SC 29419-9010

RE: Naval Industrial Reserve Ordnance Plant/Corrective Action Agreement for United  
Defense L.P. Property

Dear Mr. Meyers:

As you requested, please find enclosed a copy of the Corrective Action Agreement, dated March 24, 2003, between the Minnesota Pollution Control Agency and United Defense L.P. for the portion of the Naval Industrial Reserve Ordnance Plant owned by United Defense L.P.

If you have any questions regarding this letter, please call me at (651) 296-7818.

Sincerely,

A handwritten signature in black ink that reads "David N. Douglas".

David N. Douglas, Project Manager  
Superfund Unit 2  
Superfund Section  
Majors and Remediation Division

DND:csa

Enclosure

In the Matter of:

HAZARDOUS WASTE DIVISION

United Defense, L.P.

CORRECTIVE ACTION AGREEMENT

4800 East River Road

Fridley, MN 55421

## I. RECITALS

### A. Parties.

The parties to this Corrective Action Agreement (Agreement) are the Minnesota Pollution Control Agency (MPCA) and United Defense, L.P. (Company).

### B. MPCA Authority.

The MPCA is the agency of the state of Minnesota with the duty to administer and enforce the laws and rules relating to the prevention, control, or abatement of water, air, noise, and land pollution and to the generation, collection, transportation, storage, disposal, and other management of hazardous waste in the state. This Agreement is entered into pursuant to the authority vested in the MPCA by Minn. Stat. chs. 115.03, 115.071, 115A.034, and 116.07, subp. 9 (2000).

### C. Rules.

The MPCA, after legal notice and hearing thereon, has adopted and has filed in the Office of the Secretary of State, rules regulating hazardous waste activities that have the force and effect of law and general application throughout the state of Minnesota, which rules are set forth in Minn. R. ch. 7045, et seq.

### D. Definitions.

Unless otherwise explicitly stated, the definitions in Minn. Stat. chs. 115 and 116 (2000) and in Minn. R. pt. 7045.0020 (2001) shall control the meaning of the terms in this Agreement. All references to this Agreement shall be deemed, unless clearly inappropriate, to include all exhibits hereto.

### E. Statement of Facts.

For the purpose of this Agreement, the following constitutes a summary of the background upon which this Agreement is based.

## II. BACKGROUND

On March 1, 1996, the MPCA reissued a hazardous waste facility permit under the Resource Conservation and Recovery Act (RCRA) (RCRA Permit) to the Company and the

United States Navy (Navy). The hazardous waste storage facility covered by the RCRA Permit is located within the city of Fridley, Anoka County, Minnesota. The facility boundary enclosed 89.8 acres as shown on the site boundary map, dated August 5, 1996, attached hereto as Attachment 1, and incorporated by reference. The facility consists of two (2) areas. The larger area to the north, consisting of approximately 80.3 acres, is referred to as the Naval Industrial Reserve Ordnance Plant (NIROP), is owned by the U.S. Government, and is occupied by buildings containing approximately 1,567,000 square feet of space. The NIROP is adjacent to buildings and property to the south owned by the Company. The Company owned land and buildings addressed in the permit are those buildings and property bounded on the north by NIROP and on the south by the Company's employee parking area. This area is referred to as the Armament Systems Division Plant and is outlined in Attachment 1, appended hereto and made an integral and enforceable part of this Agreement. The Armament Systems Division Plant can only be accessed through restricted security entrances or gates and consists of approximately 9.5 acres with approximately 326,000 square feet of floor space. The NIROP and the Armament Systems Division Plant are collectively referred to as the "facility" in the Permit.

On March 28, 1991, the Navy entered into a Federal Facilities Agreement (FFA) with the U.S. Environmental Protection Agency (U.S. EPA) and the MPCA to investigate and clean up the NIROP pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U. S.C. Section 9601, et seq., RCRA, 42 U.S.C. Section 6901 et seq., Executive Order 12580, and the Minnesota Environmental Response and Liability Act, Minn. Stat. ch. 115B. Based on documentation of elevated levels of contaminants of concern under the NIROP main building, the MPCA staff requested that the Navy investigate possible source areas in and under the main NIROP building. The Navy conducted an investigation on and under the NIROP, but did not conduct the investigation on and under the Armament Systems Division Plant.

On November 5, 1997, the MPCA issued Minor Modification 1 to the RCRA Permit addressing Part I, facility boundary description on the August 5, 1996 map, and Part IX, describing the requirements of Minnesota Hazardous Waste Rules, Minn. R. 7045.0485 (Corrective Action for Solid and Hazardous Waste Management Units) and providing a schedule for initiating and completing these requirements to the RCRA Permit. Modification 1, an integral and enforceable part of the permit, requires the Navy and the Company to investigate and clean up contaminants of concern under the Armament Systems Division Plant. In addition, the Permit modifications require the investigation, and possible cleanup, of source areas associated with Solid Waste Management Units (SWMUs) and Areas of Concern (AOCs) on the Armament Systems Division Plant.

The Navy has notified the MPCA that the U.S. Government intends to sell the property described as the NIROP in the RCRA Permit and the Company has requested that the MPCA terminate the Permit. Prior to terminating the permit, the MPCA requested that the co-permittees enter into a Corrective Action Agreement with the MPCA requiring the continuance of investigation and potential cleanup of contaminants of concern on and under the Armament Systems Division Plant.

The Corrective Action Agreement applies to only the Armament Systems Division Plant. The sale of the property may or may not proceed; however, the MPCA intends to terminate the Permit upon execution of the Agreement. The remainder of the "facility" in the RCRA Permit,

not covered by this Agreement, is subject to the March 28, 1991 FFA. If, for any reason, the current FFA does not address all RCRA Corrective Action requirements for any portion of the "facility" in the RCRA Permit not covered under this Agreement, the MPCA reserves the right to impose such requirements under its RCRA Corrective Action authority.

### III. AGREEMENT

NOW, THEREFORE, the MPCA and the Company hereby agree and stipulate as follows:

#### A. Purpose

The purpose of this Agreement is to establish an enforceable compliance schedule pursuant to which the Company shall undertake the activities described in this Agreement in order to achieve and maintain compliance with Minnesota statutes and rules.

#### B. Company Requirements

##### 1. Corrective Action Requirements.

Appended to and made an integral and enforceable part of this Agreement is Attachment 2, which describes the investigation of releases from Solid Waste Management Units (SWMUs), the evaluation of corrective measures, and the implementation of selected corrective measures. The Company agrees to complete the requirements of Attachment 2 in accordance with the time schedules set forth in Attachment 2. The MPCA and the Company recognize that the results of any investigation may indicate the need for corrective measures at the Site. A corrective measures determination will include a public notice period administered by the MPCA. If such measures are determined by the MPCA to be necessary, the Company agrees to undertake these measures, as outlined in the Corrective Measures Implementation (CMI) section of Attachment 2. In the event of disagreements between the MPCA and the Company as to whether these measures are appropriate, Part III.C.4 of this Agreement (relating to Resolution of Disputes) shall apply.

If the MPCA determines at any point in the corrective action process that no further action is necessary under this Agreement, based either on the MPCA's review of the facts or based on a recommendation by the Company, this Agreement shall be terminated using the procedure listed in section III.C.15 of this Agreement.

The Company shall notify the MPCA, in writing, of any release(s) of hazardous waste including hazardous constituents discovered during the course of ground water monitoring, field investigation, environmental auditing, or other activities undertaken after the date of this Agreement, no later than 15 calendar days after discovery.

The MPCA may require further investigation and remediation of the newly-identified release(s) or contaminants. A plan for such investigation will be reviewed for approval as a RCRA Facility Investigation Work Plan developed in accordance with the protocol set forth in this Agreement.

Nothing in this Agreement relieves the Company from the requirements to report releases to the environment under Minn. Stat. §§ 115.061 and 116.061.

2. Stipulated Civil Penalties for Violation of this Agreement.

(a) Failure To Make Timely Submittals.

If the Company fails to make any submittal required in this Agreement, the Company shall pay into the Environmental Response, Compensation and Compliance Fund of the Treasury of the State of Minnesota the sum of Five Hundred Dollars (\$500) for each submittal not received by the MPCA, for each day or portion thereof that such submittal is not received. The Company shall not be liable for payment under this section with respect to a submittal if it has submitted to the MPCA a Timely Request for an extension of time for such submission and such extension has been granted. "Timely Request" as used in this paragraph means a request of not less than seven (7) calendar days prior to the due date for the submittal. The MPCA shall respond in good faith to any Timely Request prior to the due date for the submittal.

(b) Failure to Complete Requirements in a Timely Manner.

If the Company fails to complete any requirement of this Agreement other than a requirement to make submittals, the Company shall pay into the Environmental Response, Compensation and Compliance Fund of the Treasury of the State of Minnesota the sum of One Thousand Dollars (\$1,000) for each such requirement for each day or portion thereof that such requirement is not completed. The Company shall not be liable for payment under this section if it had submitted to the MPCA a Timely Request for an extension of time for completion of such requirement and such extension has been granted. "Timely Request" as used in this paragraph means a request of not less than seven (7) calendar days prior to the due date for the requirement. The MPCA shall respond in good faith to any Timely Request prior to the due date for the requirement.

(c) Procedures.

If the MPCA determines that the Company has failed to complete any requirement of this Agreement, the MPCA shall give written notice to the Company of such failure, specifying the provision(s) of this Agreement which the Company has not completed. Payments required by sections III.B.2. (a) or 2. (b) shall accrue from the date on which the delinquent submittal was to have been made or the requirement was to have been completed and shall cease to accrue upon receipt of the required submittal by the MPCA or upon completion of the requirement. The Company shall pay any required sum WITHIN THIRTY (30) CALENDAR DAYS after receipt of notification from the MPCA that such payment is due. The Company retains the right to dispute the factual basis for the MPCA determination that the Company failed to satisfy a requirement of this Agreement, but the Company waives any right it may have to challenge, on legal grounds, the requirement that it pay a penalty pursuant to sections III.B.2. (a), (b), or (c) if and when any factual basis is established to support it.

The daily penalty required to be paid shall be suspended as of the date the Company initiates a dispute pursuant to Part III C.4 and shall be reinstated upon the decision in favor of the MPCA

by the Commissioner or, in the event of timely appeal(s), by the Court of last resort to which dispute has been appealed.

The MPCA does not waive any of its rights to enforce this Agreement or to seek redress for any violation of this Agreement or for any other violations of statutes, ordinances, or rules. However, upon tender by the Company of a required payment for a violation of this Agreement, and acceptance thereof by the MPCA, the Company shall not thereafter be subject to any additional civil penalty for that violation for which payment was made.

### 3. MPCA Access.

The Company shall allow the MPCA or any authorized representative, employee, or agent thereof, upon presentation of credentials, access at reasonable times to the Company's property and facilities to obtain such information and documentation as may be deemed by the MPCA to be relevant to a determination that the Company is in compliance with this Agreement. This paragraph is not intended to limit any authority that the MPCA may have under any existing law or rule.

### 4. Sampling and Data Availability.

The Company shall make available to the MPCA the results of sampling, tests, or other data generated by or for the Company, or on its behalf, in connection with the requirements of this Agreement.

### 5. Retention of Records.

The Company shall retain in its possession all records, documents, reports and data related to this Agreement for AT LEAST THREE (3) YEARS after the termination of this Agreement, despite any document retention policy to the contrary, and shall make all such documentation available to the MPCA promptly upon request therefore.

## C. General Provisions

### 1. Review and Approval of Submittals.

MPCA staff shall review all submittals made by the Company as required by this Agreement and shall notify the Company in writing of the approval or disapproval of each submittal. MPCA staff and the Company shall at the request of either party consult with each other during the review of submittals or modifications. If a submittal is approved, it shall be considered a part of this Agreement and any requirement or term in such submittal shall be implemented by the Company. If any submittal is disapproved, in whole or in part, MPCA staff shall notify the Company of any inadequacies and shall indicate the necessary amendments or revisions. WITHIN SIXTY (60) CALENDAR DAYS after receipt of any notice of disapproval, the Company shall submit revisions to correct any such inadequacy. Upon approval by MPCA staff, the submittal shall be considered a part of this Agreement and any requirement or term in such submittal shall be implemented by the Company.

## 2. Covenant Not to Sue.

In consideration of the Company's performance of the terms, covenants and agreements contained in this Agreement, the MPCA agrees that for such period of time that the Company is in compliance with this Agreement, it shall stand in lieu of any administrative, legal and equitable remedies available to the MPCA regarding the releases or occurrences described herein and occurring prior to the date hereof except that nothing in this Agreement shall preclude the MPCA from exercising any administrative, legal, or equitable remedies available to it to require additional efforts by the Company in the event that any further Company response beyond that contemplated by this Agreement is reasonably necessary to eliminate or abate any pollution or contamination or threat thereof or to remedy any violations occurring after the date hereof. In a proceeding to resolve violations, if any, occurring after the date of this Agreement, the Company may argue about the extent to which the releases or occurrences alleged in this Agreement should affect the penalty amount for the later violations, but waives the right: (1) to contend that the releases or occurrences in this Agreement did not occur as alleged and (2) to require the MPCA to prove the releases or occurrences alleged in this Agreement. The Company agrees to waive all claims that it may have, now and in the future, under Minn. Stat. Sec. 15.472 for fees and expenses arising out of the matters addressed in this Agreement.

## 3. Remedies of the Parties.

The terms of this Agreement shall be legally enforceable in a Court of appropriate jurisdiction and the Commissioner retains the right to assert any legal, equitable or administrative claim, right of action or defense that may be available by law or in equity in order to implement or enforce the terms of this Agreement.

## 4. Resolution of Disputes.

Disputes regarding the meaning of any part of this Agreement, any obligation imposed by this Agreement or any obligation created by or imposed following any site investigation or corrective measures study or the inability of the parties to agree on the terms or requirements of a submittal required by this Agreement, shall be resolved as follows:

(a) If a dispute arises, the Company shall provide MPCA staff with a written statement supporting its position. MPCA staff shall issue an order resolving the matter(s) in dispute WITHIN THIRTY (30) WORKING DAYS of receipt of the Company's written statement. The order shall be considered a final administrative action of the MPCA regarding the issues in dispute, although it may be appealed to a court of appropriate jurisdiction. Unappealed orders shall govern the interpretation of the disputed portion(s) of this Agreement or the implementation of the terms and requirements of the disputed portion(s) of a submittal.

(b) During the resolution of any dispute under subpart III.C.4 (a) above, and during any subsequent judicial proceedings, the Company shall continue to implement those portions of the Agreement or those portions of a submittal which are not the subject of the dispute and can reasonably be implemented pending final resolution of the issues in dispute. In any case, upon receipt of the Commissioner's determination or, as the case may be, of a decision by a court to which the Commissioner's determination has been appealed, the Company shall promptly comply with all requirements as directed by the forum of last resort.

5. Liability and Obligation.

Except as specifically set forth in paragraph III.C.2 of this Agreement, this Agreement shall not release the Company from any liability or any obligation imposed by Minnesota statutes, rules, or ordinances now in effect or which may be adopted in the future.

6. Emergency Powers.

Nothing in this Agreement shall prevent the MPCA from exercising its emergency powers pursuant to Minn. Stat. § 116.11 (2000).

7. Amendments.

This Agreement may be amended at any time by written agreement between the parties.

8. Hold Harmless Agreement.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§3.732, et seq., and other applicable law.

9. Other Claims.

Nothing herein is intended to or shall release any claims, causes of action or demands in law or equity against any individual, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating to the release of any pollutant or contaminant at, to or from the facility. The MPCA shall not be held as a party to any contract entered into by the Company to implement the requirements of this Agreement.

10. Successors.

This Agreement shall be binding upon the Company, its successors and assigns, and upon the MPCA, its successors and assigns. Should the Company sell or otherwise convey or assign any of its right, title or interest in the site or the Facility, such conveyance shall not release the Company from any obligation imposed by this Agreement, unless the party to whom the right, title or interest has been transferred or assigned agrees in writing to fulfill the obligations of this Agreement and MPCA approves such transfer or assignment.

11. Extension of Time.

The MPCA may grant extensions of time schedules stated herein in the event that the Company demonstrates good cause for granting such extensions. Any request for extension must be submitted in writing and received by the Commissioner AT LEAST THREE (3) WORKING DAYS PRIOR to the applicable deadline.

12. Effective Date.

The Agreement shall be effective upon the date it is signed by the MPCA Commissioner.

13. Company Information.

The Company shall not knowingly make any false statement, representation or certification in any record, report, plan or other document filed or required to be submitted to the MPCA under this Agreement. The Company shall immediately upon discovery report to the MPCA any errors in such records, reports, plans or other documents.

14. Financial Assurance.

(a) The Company shall establish financial assurance to address contamination resulting from the release, and shall maintain such financial assurance until the Commissioner makes the determination described in paragraph H below.

Except as otherwise provided herein, the amount of the financial assurance shall be \$500,000, which represents an amount estimated to be sufficient to pay for remedial investigation, response action development and implementation, operation and maintenance, MPCA oversight costs and MPCA legal expenses related to such contamination. The Company shall obtain a letter of credit or an equivalent financial assurance mechanism as approved by the MPCA in at least the amount of \$500,000 and in a form approved by the MPCA. (If the MPCA chooses to accept a financial assurance mechanism other than a letter of credit, the provisions of this Part shall be applicable to that financial assurance mechanism, subject only to such revisions as necessary to reflect the use of a different mechanism.) The Letter of Credit will be submitted to the MPCA no later than 90 days after the Commissioner has signed this Agreement.

(b) At any time that a letter of credit is to be renewed or extended, or there is a change in circumstances which may affect the estimated cost of addressing contamination, the estimated costs of addressing contamination shall be reviewed for those changes to determine whether the current level of the letter of credit is sufficient. The estimated cost of addressing contamination shall be completely reviewed not less than once every two years.

(c) In addition to the foregoing, WITHIN SIXTY (60) CALENDAR DAYS after an increase in the current estimated cost of addressing contamination to an amount greater than 120 percent of the amount of the letter of credit for any reason, the Company shall cause the amount of the letter of credit to be increased to an amount at least equal to the sum of the current cost estimate and submit evidence of the increase to the MPCA. Whenever the current cost estimate decreases, the amount of the letter of credit may be reduced to the sum of the current cost estimate following written approval by the MPCA.

(d) The letter of credit shall be issued to the MPCA by an institution which has the authority to issue letters of credit, and whose letter of credit operations are regulated and examined by a federal or state agency.

(e) The letter of credit must be irrevocable and issued for a period of at least one (1) year, and must provide that the letter's expiration date will be extended automatically for a period of at least one (1) year unless, at least 120 days before the current expiration date, the issuing institution notifies both the owner or operator and the MPCA by certified mail of a decision not to extend the expiration date. Under the terms of the letter of credit, the 120 day period must begin on the date when the MPCA received the notice, as evidenced by the return receipt.

(f) The Company shall also establish a standby trust fund and the terms of the letter of credit shall direct the letter's issuing institution to deposit all amounts paid pursuant to the letter of credit directly into the standby trust fund in accordance with instruction from the MPCA. The standby trust fund agreement must be in the form of the MPCA's sample standby trust fund agreement. The Standby Trust Fund Agreement shall be submitted to the MPCA no later than 90 days after the Commissioner has signed this Agreement.

(g) The MPCA may draw on the letter of credit at any time when the MPCA has determined that the release at or originating from the Armament System Division Plant Site has resulted in contamination which poses a threat to public health or welfare or the environment and the Company has not within a reasonable time taken appropriate action to undertake remediation of such contamination or, if the Company has not provided the MPCA with a replacement letter of credit in form and substance acceptable to the MPCA, at any time within 30 days of the expiration date of the letter of credit. The extent of the contamination from the release at or originating from the Armament System Division Plant Site shall be determined by the MPCA.

(h) At such time as the MPCA determines that the release at or from the Armament System Division Plant Site no longer poses a threat of contamination, or that the costs of addressing the contamination have been paid for, the MPCA shall return the letter of credit to the issuing institution or the balance of any unused funds drawn under the letter of credit to the Company.

(i) The Company shall notify the MPCA by certified mail of the commencement of any voluntary or involuntary proceeding under United States Code, Title 11, Bankruptcy, naming the Company as a debtor, WITHIN TEN (10) WORKING DAYS after commencement of the proceeding. If the financial institution which issued the letter of credit or which is the trustee for the trust fund becomes a debtor in a bankruptcy proceeding or if that institution's authority to issue the letter of credit is revoked or suspended the Company shall WITHIN SIXTY (60) CALENDAR DAYS thereafter provide a substitute letter of credit which complies with all the requirements of this agreement.

(j) By July 1 of each year, the Company shall provide written verification of the financial assurance required above.

#### 15. Termination.

This Agreement shall terminate upon notification to the Company by the MPCA that the Company has satisfactorily completed the requirements of the Agreement. If the Company makes a recommendation of no further action at any stage during the execution of the tasks required pursuant to this Agreement, the MPCA shall consider such recommendation and, if the MPCA determines that no further action is necessary, this Agreement shall be terminated and the Company released from any further requirements set forth herein.

BY THEIR SIGNATURES HEREON, THE UNDERSIGNED REPRESENT THAT THEY HAVE THE AUTHORITY TO BIND THE PARTIES THEY REPRESENT, THEIR AGENTS, CONTRACTORS, AND SUBSIDIARIES

UNITED DEFENSE, L.P.

MINNESOTA POLLUTION CONTROL AGENCY

By *K.B. Howe*

By *James E. Wain*

Its Vice President and General Manager

*Director, Major and Remediation Division*  
for  
Commissioner

Dated *3-17-03*

Dated *3-24-03*

## Attachment 2

### Corrective Action For United Defense, L.P.

#### A. SCOPE OF CORRECTIVE ACTION

The primary objective of the Resource Conservation and Recovery Act (RCRA) corrective action program is to remediate releases of hazardous waste or hazardous constituents at treatment, storage, or disposal facilities subject to Subtitle C of RCRA. Section 3004 (u) of the 1984 Hazardous and Solid Waste Amendments to RCRA (HSWA) and Minn. R. 7045.0485 requires that after November 8, 1984, facilities that have been issued RCRA permits or operated as RCRA facilities under Interim Status provide corrective action as necessary to protect human health and the environment for all releases of hazardous waste or hazardous constituents from any hazardous or solid waste management unit (SWMU) or Area of Concern (AOC) regardless of the time at which waste was placed in the unit.

All presently identified SWMUs and AOCs associated with the Armament Systems Division Plant are described in the Site Evaluation Report and herein incorporated by reference. These SWMUs, any AOCs, including areas where recurrent spills of materials occurred that were not adequately remediated or where there is a potential for continuing or future releases, and any newly discovered SWMUs and AOCs at the Armament Systems Division Plant shall be assessed and, as needed, remediated pursuant to this Corrective Action Agreement. Any action taken under this Corrective Action Agreement involving the investigation and any subsequent remediation of these SWMUs and AOCs shall be the sole responsibility of the Company.

#### B. REMEDIAL ACTION UNDER CERCLA

Remedial action under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 U.S.C. Section 9601, et seq., as amended, fulfills the Corrective Action Requirements under RCRA.

On March 27, 1991, the U.S. Navy entered into a Federal Facilities Agreement (FFA) with the U.S. Environmental Protection Agency (EPA) and the Minnesota Pollution Control Agency (MPCA) to investigate and clean up SWMUs and AOCs on the NIROP pursuant to CERCLA, RCRA, Executive Order 12580, the Minnesota Environmental Response and Liability Act (MERLA), and Minn. Statutes Chapters 115, 115B, and 116.

The Company may satisfy the Corrective Action Requirement relative to the Armament Systems Division Plant by undertaking a Site Evaluation (SE) and any ensuing or required remedial investigation work using the format and elements of the NIROP Operable Unit 3 under the FFA.

## C. REQUIREMENTS

### SITE EVALUATION WORK PLAN

The Company shall submit an SE Work Plan for an assessment of each of the identified SWMUs and for identification and assessment of any AOCs associated with the Armament Systems Division Plant.

NO LATER THAN FOURTEEN (14) CALENDAR DAYS after receiving written approval from the Commissioner for the SE Work Plan, the Company shall implement corrective actions set forth in the SE Work Plan according to the schedules specified in the work plan.

The SE Work Plan was submitted to the MPCA staff on December 23, 1996 and was approved by the MPCA staff, with modifications, on November 18, 1997. The SE Work Plan was submitted pursuant to the RCRA Permit.

### SITE EVALUATION REPORT

Upon completion of the SE Work Plan, the Company shall prepare an SE Report. The SE process shall include opportunity for MPCA staff review and comment of the findings before the SE Report is finalized. The SE Report shall include the following:

1. A list of all known SWMUs and AOCs, including those known but not listed in the SWMU tables, attached as Exhibit A;
2. A description of the steps taken to identify SWMUs and AOCs not previously identified;
3. A site plan view map, with a scale of 1 inch equals 60 feet, that identifies the location of all SWMUs and AOCs;
4. The type and function of each known SWMU and AOC; (Include a description of all the industrial processes that are or were related to the use of each SWMU and AOC).
5. The general dimensions, capacities, and structural description of each known SWMU and AOC (supply any available drawings);
6. If available, the period during which each SWMU and AOC was operated;
7. If available, the specific details on all wastes, including hazardous wastes and constituents, that have been or are being or are expected to be managed at each SWMU and AOC and a summary of the efforts made to ascertain this information;

8. An assessment with respect to each SWMU and AOC of releases or potential for releases of hazardous waste or hazardous constituents and whether they pose or may pose a threat to human health or the environment; (Include the results of any sampling and analysis that may have been conducted for the purpose of determining whether releases of hazardous wastes or hazardous constituents have occurred or are occurring.) and an Investigative Work Plan as set forth below.

In a letter dated June 1, 1998, the MPCA staff approved, with modification, an SE Report, dated March 10, 1998. In a letter dated April 22, 1999, the MPCA staff approved, with modification, a modified SE Report. The SE Report was submitted pursuant to the RCRA permit.

#### INVESTIGATIVE WORK PLAN

The Company shall submit with the SE Report an Investigative Work Plan (IWP) for the investigation and characterization of all SWMUs and AOCs that have been determined to have released, to be releasing, or to potentially release hazardous waste or hazardous constituents to the environment so as to pose a potential threat to human health or the environment. This IWP shall include a schedule for implementing and completing the investigation and work proposed in the IWP, and the qualifications of personnel performing or directing the investigation and the overall management of the investigation.

In a letter dated April 22, 1999, the MPCA staff approved, with modification, an IWP. The MPCA staff further modified the IWP in a letter dated September 16, 1999. The IWP was submitted pursuant to the RCRA permit.

NO LATER THAN THIRTY (30) CALENDAR DAYS after receiving written approval from the Commissioner for the IWP, the Company shall begin implementation of the IWP according to the schedules specified in the IWP. The IWP will be equivalent to a RCRA Facility Investigation (RFI) Work Plan, and will be referred to as the RFI.

In accordance with the time schedule in the approved RFI Work Plan, the Company shall submit the Draft RFI Report, or equivalent, describing the results of the RFI. The Company shall also include in the Draft RFI Report a recommendation as to whether corrective action is needed. The Draft RFI Report shall describe the procedures, methods, and results of facility investigations, including information on the type and extent of contamination at the facility, sources and migration pathways, and actual or potential receptors. The Draft RFI Report shall present all information gathered under the approved RFI Work Plan. The Draft RFI Report shall contain adequate information to provide a basis for further corrective action decisions at the facility. WITHIN SIXTY (60) CALENDAR DAYS after receipt of the Commissioner's comments on the Draft RFI Report, the Company shall submit the Final Investigation Report. The Final Investigation Report shall be developed in final format incorporating comments received on the Draft RFI Report, and is subject to approval by the Commissioner.

In a letter dated January 22, 2001, the MPCA staff approved, with modification the Draft RFI Report. The Draft RFI Report was modified and submitted in March 2001 by the Company. The modified RFI Report included responses to comments raised by the MPCA staff in the January 22, 2001 letter. The RFI Report was submitted pursuant to the RCRA Permit. The RFI Report was approved, with modification, by the MPCA staff on July 10, 2002.

## CORRECTIVE MEASURES

Based on the results of the RFI, the MPCA may require a Corrective Measures Study (CMS) or equivalent. The purpose of the CMS is to develop and evaluate corrective measure alternative(s) and to recommend the corrective measure(s) to be taken. The Company shall submit a CMS Work Plan WITHIN SIXTY (60) DAYS from written notification of the requirement to conduct a CMS. This written notification shall state the basis for determination that the CMS is to be conducted and shall specify the SWMUs and or AOCs as to which the CMS is to be conducted.

### 1. CMS Work Plan

The CMS Work Plan shall include, but is not limited to, the following:

- (a) A list of alternative corrective measures to be evaluated;
- (b) A definition of the objectives of the study;
- (c) Schedules for conducting the study;
- (d) A proposed format for presentation of information;
- (e) A proposal to conduct an evaluation of performance, reliability, ease of implementation, and potential impacts of each corrective measure;
- (f) Assessment of the short and long-term effectiveness of each corrective measure in achieving adequate control of sources and cleanup of the contamination;
- (g) Assessment of time required to begin and complete each corrective measure;
- (h) Estimate of costs of corrective measure implementation;
- (i) Assessment of institutional requirements, such as state or local permit requirements, or other environmental or public health requirements that may affect implementation of the remedy;
- (j) Assessment of corrective measures for achievement and compliance with cleanup standards and control of source releases; and

(k) Factors addressing short-term and long-term effectiveness, reliability, reduction of toxicity, implementability, and cost of corrective measures.

## 2. CMS Work Plan Implementation

WITHIN SIXTY (60) CALENDAR DAYS after receiving written approval of the CMS Work Plan from the Commissioner, the Company shall implement the approved CMS Work Plan. The work shall be completed according to the schedule in the CMS.

## 3. CMS Final Report and Remedy Selection

WITHIN THIRTY (30) CALENDAR DAYS after completing the CMS, the Company shall submit a CMS Final Report, and if appropriate, a remedial alternative shall be selected. The CMS Final Report shall summarize the results for each selected remedy studied and of any treatability study (bench scale or pilot test) conducted. The CMS Final Report shall present all information gathered under the approved CMS Work Plan and shall recommend the most feasible corrective measure(s).

## 4. Corrective Measures Implementation (CMI) Work Plan

WITHIN ONE HUNDRED EIGHTY (180) CALENDAR DAYS after approval of the CMS Final Report by the Commissioner, the Company shall prepare and submit detailed construction plans and specifications to implement the approved remedy(ies). The CMI Work Plan shall be subject to review and approval by the Commissioner. The CMI Work Plan shall include, but is not limited to, the following:

- (a) Designs and specifications for equipment and processes;
- (b) Operation and long-term maintenance plans;
- (c) Project schedule;
- (d) Quality assurance (QA) measures, construction QA plan;
- (e) Health and Safety Plan;
- (f) Method to evaluate effectiveness of corrective measures; and
- (g) Cleanup goals.

## 5. Corrective Measures Implementation

WITHIN SIXTY (60) CALENDAR DAYS of approval of the CMI Work Plan, the Company shall implement the corrective measures.

## 6. Draft CMI Report

WITHIN SIXTY (60) CALENDAR DAYS after completion of construction, the Company shall submit a Draft CMI Report to the Commissioner. The Draft CMI Report shall include information, such as field modifications to the approved CMI plans and specifications, field installation reports, daily inspections, as-built shop drawings, total amounts of waste, soils, and water treated or removed from the facility.

## 7. Final CMI Report

WITHIN SIXTY (60) CALENDAR DAYS after receipt of comments on the Draft CMI Report from the Commissioner, the Company shall submit a Final CMI Report to the Commissioner. The investigation and corrective measures, work plans, studies, and reports shall be consistent with either current EPA RCRA Corrective Action Guidance Documents, including, but not limited, to the RCRA Corrective Action Plan (May 1994) and the RCRA RFI Guidance (May 1989). Schedules for submittal of the above reports may be modified upon approval by the MPCA.

### D. STANDARD CONDITIONS

1. Failure of the Company to fulfill the requirements of this Corrective Action Agreement, or falsification of any submitted information, is grounds for termination of this Corrective Action Agreement. The Company shall ensure that all corrective measures, plans, reports, notifications, and other submissions to the Commissioner required in this Corrective Action Agreement are signed and certified in accordance with Minn. R. pt. 7001.0060 and 7001.0070. All submittals made by the Company to this Corrective Action Agreement shall be made to David Douglas, MPCA, Site Remediation Section, Metro District or the current MPCA project manager.

2. All required plans and schedules shall, upon approval of the Commissioner, be incorporated by reference and become an enforceable part of this Corrective Action Agreement. Any noncompliance with such approved plans and schedules shall be deemed to be in noncompliance with this Corrective Action Agreement. Extensions of the due dates for submittals shall be in writing and may be granted by the MPCA staff upon a showing of good cause. The grant of an extension shall be in writing.

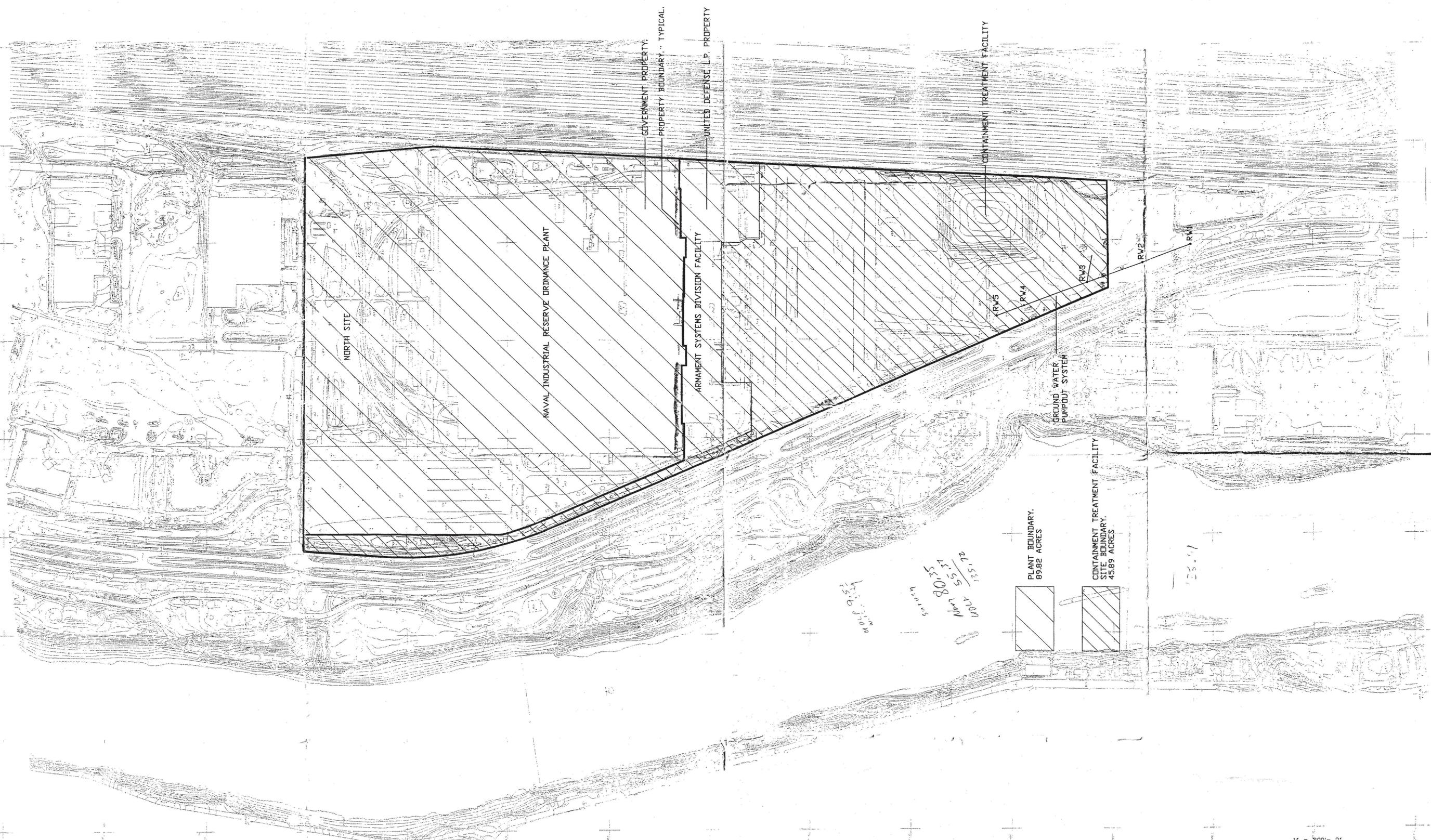
### E. NOTIFICATION OF NEWLY-IDENTIFIED SWMU(s)

The Company shall notify the Commissioner in writing of any newly-identified SWMU(s) and AOC(s) (i.e., a unit not specifically identified in the SE) discovered during the course of the SE, and during the course of any ground water monitoring, field investigations, environmental audits, and by any other means, NO LATER THAN FIFTEEN (15) CALENDAR DAYS after discovery.

If new SWMUs and/or AOCs are discovered after the SE Report has been approved by the Commissioner, the Company shall submit a proposal for supplemental assessment and, if needed, investigation and implementation of corrective measures.

#### F. NOTIFICATION OF NEWLY-DISCOVERED RELEASE AT SWMUs AND AOCs

The Company shall notify the Commissioner in writing, of any or previously unidentified release(s) or threatened release(s) of hazardous waste or hazardous constituents discovered by the Company or an agent or employee thereof NO LATER THAN FIFTEEN (15) CALENDAR DAYS after discovery. Such newly-discovered releases may be from any SWMU or AOC, existing or newly discovered. The Commissioner may require further investigation of the newly-identified release(s) in accordance with Minn. R. pt. 7045.0485.



GOVERNMENT PROPERTY  
PROPERTY BOUNDARY - TYPICAL  
UNITED DEFENSE L.P. PROPERTY

CONTAINMENT TREATMENT FACILITY

NORTH SITE

NAVAL INDUSTRIAL RESERVE ORDNANCE PLANT

ARMAMENT SYSTEMS DIVISION FACILITY

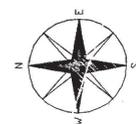
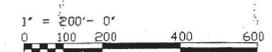
GROUND WATER  
PUMP/OUT SYSTEM

PLANT BOUNDARY,  
89.82 ACRES

CONTAINMENT TREATMENT FACILITY  
SITE BOUNDARY,  
45.89 ACRES

803.1  
1100  
135.72

25.01



		CODE IDENT 44114
ASD/NIROP LOCATION MAP CONTAINMENT/TREATMENT FACILITY SITE BOUNDARY		
SCALE: 1"=200'	REVISIONS	DATE 08-05-96
DWG BY: RMC		CHK BY: HLDRE
S D NUMBER		DRAWING NUMBER
		PE- SHEET 1 OF 1