

COMPLIANCE AGREEMENT

This Compliance Agreement is made by and between the Missouri Department of Natural Resources (the Department) and *[SYSTEM NAME]* located in *[COUNTY NAME]* County, Missouri. This Compliance Agreement is effective on the date it is signed by the Department.

The Department is a duly authorized state agency created under Chapter 640, RSMo, to administer the programs assigned to it related to environmental control and the conservation and management of natural resources; and

The Department administers the provisions of the Missouri Safe Drinking Water Law, §§ 640.100 through 640.140 of the Revised Statutes of Missouri (as amended); and

The Department is responsible for compliance with the Missouri Safe Drinking Water Law, §§ 640.100 through 640.140, RSMo, and the rules and regulations promulgated thereunder; and

[SYSTEM NAME] holds public water system identification number *[PWS ID #]* for a public water system dispensing drinking water to the public; and,

[SYSTEM NAME] operates a public water system that serves piped water for human consumption with at least fifteen (15) service connections or regularly serves twenty-five (25) or more people for sixty (60) or more days per year and, therefore, meets the definition of a public water system as set forth in 10 CSR 60-2.015; and,

The Department has determined that *[SYSTEM NAME]* is dispensing water to the public utilizing a well that does not meet acceptable construction standards for a public water system and that was constructed after the "grandfathering" date for a public water system well (Oct. 1,

1979 for community public water systems or July 27, 1987 for noncommunity public water systems); and,

[or substitute this paragraph for the above paragraph, for wells that have lost grandfather status:

[SYSTEM NAME] is dispensing water to the public utilizing a well that does not meet acceptable construction standards for a public water system and that was constructed prior to the "grandfathering" date for a public water system well (Oct. 1, 1979 for community public water systems or July 27, 1987 for noncommunity public water systems) but has not been in continuous operation since that date; and,]

A water system well that does not meet construction standards required of public water system wells has a greater risk of becoming contaminated than a properly constructed well and poses a significant threat of providing unsafe drinking water to the customers of the water system; and,

The construction of a water well not meeting appropriate construction standards required for public water system wells often creates an unfair and a significant economic advantage compared to the cost of a well meeting public water system well construction standards; and,

The Department and *[SYSTEM NAME]* have discussed terms upon which to amicably resolve any and all claims that may be made against *[SYSTEM NAME]* for the alleged violations set forth herein without *[SYSTEM NAME]* admitting the validity or accuracy of any such claims.

In consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. The provisions of this Compliance Agreement shall apply to and be binding upon the parties to this Compliance Agreement, their heirs, assignees, successors, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations and any persons acting under, through, or for the parties agreeing hereto.

2. Nothing in this agreement shall alter or otherwise affect the obligation of *[SYSTEM NAME]* to comply with all applicable federal, state, and local environmental laws and regulations and applicable permits.

3. The Department and *[SYSTEM NAME]* agree that the Department will allow the continued use of the existing well currently serving *[SYSTEM NAME]* provided that the well produces water meeting drinking water standards specified in Section 6 of this Agreement. If the well fails to produce water meeting those standards, *[SYSTEM NAME]* shall implement a resolution as indicated in Section 6 of this Agreement.

4. To ensure that the water being produced by this well meets required standards, *[SYSTEM NAME]* agrees that it will conform to an increased monitoring frequency for a period of one year from the effective date of this Agreement, as described below:

- a. In addition to required routine microbiological monitoring, *[SYSTEM NAME]* agrees to submit one (1) microbiological sample every month taken directly from the well through a dedicated sample tap located prior to any treatment or storage/pressure tank. The *[SYSTEM NAME]* shall apply no disinfectant into the well, the water line prior to the dedicated sample tap, or the sample container itself prior to collection of samples;
- b. *[SYSTEM NAME]* agrees to submit one (1) nitrate/nitrite sample every six (6) months directly from the well; should any sample result exceed the Maximum

Contaminant Level (MCL), *[SYSTEM NAME]* agrees to collect a confirmation sample within twenty-four (24) hours of receipt of notification of analytical results for the initial sample; the results of the initial and confirmation samples shall be averaged to determine compliance with Section 6 of this Agreement;

c. Within the first quarter (3 months) of entering into this Agreement, *[SYSTEM NAME]* agrees to submit one (1) volatile organic chemical contaminant sample collected directly from the well; should the sample exceed the MCL for any volatile organic chemical, *[SYSTEM NAME]* agrees to conduct quarterly monitoring for three (3) additional quarters; the results of the quarterly monitoring shall be averaged to determine compliance with Section 6 of this Agreement.

d. *[SYSTEM NAME]* agrees to submit one (1) inorganic chemical contaminant sample; should the sample exceed the MCL for any inorganic chemical, *[SYSTEM NAME]* agrees to collect a confirmation sample within two (2) weeks of receipt of notification of analytical results for the initial sample; the results of the initial and confirmation samples shall be averaged to determine compliance with Section 6 of this Agreement;

5. Samples collected under terms of this Agreement shall be submitted to the appropriate Missouri Department of Health and Senior Services Laboratory or a laboratory certified by the Department, or as otherwise directed by the Department, to conduct the appropriate drinking water analyses.

6. Should contamination or violations as specified in (a) through (g) below be detected during the one-year of increased monitoring, *[SYSTEM NAME]* shall immediately notify the Department and discuss appropriate resolution and shall continue increased monitoring as directed by the Department until the resolution is in place. Barring compelling factors that

warrant other actions determined by the Department, resolution shall consist of *[SYSTEM NAME]* constructing a new well to meet construction standards appropriate to a public water system well, installing a Department-approved treatment facility, or connecting to a Department-approved, permitted public water system.

- a. two (2) or more fecal coliform-positive or E. coli-positive samples;
- b. three (3) or more total coliform-positive samples;
- c. four (4) or more microbiological monitoring violations;
- d. one (1) or more confirmed nitrate/nitrite result (average of initial and confirmation samples) exceeding the nitrate/nitrite MCLs;
- e. exceedance of the MCL for any volatile organic chemical based upon a four (4) quarter annual average;
- f. one (1) or more confirmed inorganic chemical result (average of initial and confirmation samples) exceeding any inorganic chemical MCL; or
- g. two or more chemical contaminant monitoring violations

7. This Agreement does not in any way relieve *[SYSTEM NAME]* of its regulatory obligation to conduct routine monitoring as specified in 10 CSR 60.4 or to comply with other provisions of the Missouri Safe Drinking Water Law and Regulations.

8. Should it become necessary to implement a resolution as described in Section 6, *[SYSTEM NAME]* may continue to use the existing well until the resolution is in place, under the following conditions:

- a. *[SYSTEM NAME]* shall use Department-approved public notification methods, as specified in 10 CSR 60-8, to notify all customers of contaminants detected in the water, including special instructions and precautions as directed by the Department.
 - b. *[SYSTEM NAME]* may, as an alternative, provide bottled water to consumers on a temporary basis but shall obtain prior Department approval and shall provide public notification as required in 10 CSR 60-8 or as directed by the Department.
 - c. For microbiological MCL exceedances only, *[SYSTEM NAME]* may provide temporary disinfection using a chlorine delivery system, including 30 minutes of contact time, acceptable to and approved by the Department prior to installation. If this option is chosen, *[SYSTEM NAME]* may use only liquid sodium hypochlorite as the disinfecting agent and must maintain a free available chlorine residual of not less than 1.0 milligrams per liter in water entering the distribution system. This residual shall be monitored daily using analytical equipment acceptable to the Department and the results of this residual disinfection monitoring shall be reported weekly to the Department.
9. Should it be necessary to construct a new well, the parties agree that:
 - a. *[SYSTEM NAME]* shall promptly contract with an engineer registered in the State of Missouri to submit to the Department for review and approval an engineering report, plans and specifications, construction permit application, and a schedule for installing the new well;
 - b. Prior to submittal of plans and specifications, *[SYSTEM NAME]* shall arrange with the Department for a site inspection to ensure that the proposed location of the new well is in conformance with appropriate construction standards relative to separation

distance from any potential contamination source or any other well that may be on the property or on any adjoining property and that the proposed well is the type appropriate for this public water system;

- c. No construction shall take place until the Department has issued a construction permit;
- d. Upon completion of the construction, the engineer shall certify in writing that the construction has been completed in conformance with the requirements of the construction permit; and
- e. Prior construction approval is not required for transient noncommunity systems, but these systems shall be constructed in accordance with the Department's "Standards for Noncommunity Public Water Supplies, 1982," and records of construction shall be filed with the Department within sixty (60) days of construction.

10. Upon construction of a new well, *[SYSTEM NAME]* shall properly abandon and plug the existing well in accordance with 10 CSR 23-3.110.

11. Under no condition shall ultraviolet light disinfection or pellet chlorinators be used or approved as acceptable means of disinfecting a public water system.

12. *[Include civil and/or economic benefit penalties, if appropriate]*

13. Upon compliance with the terms and conditions of this Agreement, the Department agrees not to bring or cause to be brought any civil action against *[SYSTEM NAME]* for the allegations set out herein.

14. It is further understood and agreed that if, at any time after the one-year period of increased monitoring, *[SYSTEM NAME]* violates MCLs or monitoring requirements, the Department will reevaluate the continued use of the well using criteria established in Section 6 of

this Agreement and may require *[SYSTEM NAME]* to implement an appropriate resolution as described in Section 6 of this Agreement.

15. The terms stated in this Agreement constitute the entire and exclusive Agreement of the parties. There are no other obligations of the parties, be they express or implied, oral or written, except those that are expressly set forth in this Agreement. The terms of this Agreement supercede all previous letters, memoranda of understanding, notes, conversations, and agreements, whether expressed or implied. This Agreement may not be modified verbally.

16. *[SYSTEM NAME]* agrees to comply with all applicable Missouri Safe Drinking Water Regulations in the future.

17. Upon sale or transfer of ownership, *[SYSTEM NAME]* shall provide a copy of this Agreement to prospective buyers prior to sale of the property.

18. The parties acknowledge by signing this Agreement that they have read and understand the terms of this Agreement, and that they have the legal authority to bind the entity or agency on whose behalf they sign.

19. As the last party to sign this Agreement, the Department will send *[SYSTEM NAME]* a copy of the fully-signed Agreement.

SIGNATURES

FOR THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

FOR *[SYSTEM NAME]*

By: _____

Title: _____

Date: _____