

APPENDIX J

**APPENDIX TO SECTION 11 LONG-TERM STEWARDSHIP FOR
RISK-BASED REMEDIAL ACTION SITES**

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APPENDIX J-1
MODEL ENVIRONMENTAL COVENANT
(June 2008)

The following Model Environmental Covenant is to be used when response activities have been approved by MDNR and should not be used if MDNR has not approved the response activities. The final format of this Environmental Covenant must comply with appropriate state and local recording requirements to facilitate recordation by the County (or City) Recorder of Deeds.

[Review Section 59.310 RSMo for document recording requirements.]

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant

Document Date: _____

First Party: _____

[address]

Second Party: _____

[address]

Legal Description:

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by and between _____ (“Owner(s)”), and _____ (“Holder”), pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo.

RECITALS

WHEREAS,

Owner, whose mailing address is _____, is the owner in fee simple of certain real property commonly known and numbered as _____, and legally described as:

[insert “legal description of the real property” Section 260.1009(2) RSMo]

the “Property;”

WHEREAS,

Owner desires to grant to the Holder, whose mailing address is _____, this Environmental Covenant for the purpose of subjecting the Property to certain activity and use limitations as provided in the Missouri Environmental Covenants Act;

WHEREAS,

[Provide background including a “brief narrative description of the contamination and remedy, including any contaminants of concern, the pathways of exposure, limits on exposure, and the location and extent of the contamination.” Describe site investigative history, authority under which the environmental response project is being administered, NPL listing (if any), health assessment results, and response actions taken.]

WHEREAS,

The term “Department” shall have the meaning given it in Section 260.1003(2) RSMo.

NOW THEREFORE, Owner and Holder agree to the following:

1. Parties.

The Owner, the Holder and the Department are parties to this Environmental Covenant and may enforce it as provided for in Section 260.1030, RSMo.

2. Activity and Use Limitations.

As part of the [identify the environmental response project, for example, closure of hazardous waste management units; corrective action at the Property; remedial action described in a Decision Document, such as a Record of Decision; project; supplemental environmental project, etc.], Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

[Insert the limitations appropriate for the Property. Several limitations may be appropriate as part of a remedial action or closure plan where cleanup to unrestricted use is not feasible. Each type of limitation must be considered on a site-specific basis to determine which limitation or combination of limitations is suitable for the particular circumstances of the site or facility, based on the nature of contamination, the affected media and the potential exposures. The types of limitations include: land use limitations (e.g., to limit duration and frequency of human exposure to surficial soils, surface water or sediments); ground water limitations (e.g., to prevent exposure to contaminated ground water by prohibiting extraction or use of ground water, except for investigation or remediation thereof); disturbance limitations (e.g., to protect in-place remedial systems, to prevent exposures caused by any mixing of contaminated subsurface soils with “clean” surface soils, and to prevent contact with subsurface contamination during excavation); construction limitations (e.g., to prevent exposure to volatile emissions to indoor air from soil or ground water); resource protection limitations (e.g., to protect certain ecological features associated with the Property)]

3. Running with the Land.

This Environmental Covenant shall be binding upon Owner and his/her/its heirs, successors, assigns, and Transferees in interest, and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term “Transferee,” as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

4. Location of Administrative Record for the Environmental Response Project.

The administrative record for the environmental response project for the Property is located _____

_____. (This paragraph applies to those sites for which there is an administrative record.)

OR

Location of File for the Environmental Response Project.

The file for the Property is located at the Missouri Department of Natural Resource's office at _____.

5. Enforcement.

Compliance with this Environmental Covenant may be enforced as provided in Section 260.1030, RSMo. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict any person from exercising any authority under any other applicable law.

6. Right of Access.

Owner hereby grants to each of the Holder, the Department and their respective agents, contractors, and employees, the right of access at all reasonable times to the Property for implementation, monitoring or enforcement of this Environmental Covenant. Nothing herein shall be deemed to limit or otherwise affect the Department's rights of access and entry under federal or state law.

7. (May be optional depending on the Site.) Compliance Reporting.

Owner/Transferee shall submit to the Holder and the Department, by no later than January 31st of each year, documentation verifying that the activity and use limitations imposed hereby were in place and complied with during the preceding calendar year. Such reports shall be sent to the Holder and the Department at the address that appears in paragraph 18 (Notice) below. The Holder and the Department may change their/its mailing address by written notice to Owner/Transferee. The Compliance Report shall include the following statement, signed by Owner/Transferee:

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

8. Additional Rights.

[Section 260.1009.2(6), RSMo provides that the Environmental Covenant may include rights of the Holder in addition to the right to enforce the Covenant. Please insert any such additional rights here.]

9. Notice upon Conveyance.

Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recording reference for this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 20__, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF _____ COUNTY, _____, ON _____, 20__, AS DOCUMENT ____, BOOK ____, PAGE ____.

Owner/Transferee shall notify the Holder and the Department within ten (10) days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

10. (Optional) Notification Requirement.

Owner shall notify the Department following transfer of any interest in the Property, of any changes in use of the Property, of any applications for building permits for site work on the Property, or proposals for site work affecting the contamination on the Property.

11. Representations and Warranties.

Owner hereby represents and warrants to the Holder and the Department that Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all of Owner's obligations hereunder;

[insert the following, as appropriate]

- that Owner is the sole owner of the Property and holds fee simple title, which is free, clear and unencumbered;
- to the extent that other interests in the Property exist, Owner [and any other person who holds an interest] has agreed to subordinate such interest to this Environmental Covenant, pursuant to Section 260.1006.4, RSMo, and the subordination agreement (attached hereto as Exhibit __ or recorded at _____);
- that Owner has identified all other parties who hold any interest (e.g., encumbrance) in the Property and notified such parties of Owner's intention to enter into this Environmental Covenant; and

- that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

12. Amendment or Termination.

This Environmental Covenant may be amended or terminated by consent signed by the Department and the Holder. Signatories to this Environmental Covenant other than Department and the Holder hereby waive the right to consent to any amendment to, or termination of, this Environmental Covenant. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, Owner/Transferee shall file such instrument for recording with the office of the recorder of the county in which the Property is situated, and within thirty (30) days of the date of such recording, Owner/Transferee shall provide a file- and date-stamped copy of the recorded instrument to the Department and the Holder.

13. Severability.

If any provision of this Environmental Covenant 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.

14. Governing Law.

This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

15. Recordation.

Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record this Environmental Covenant with the office of the recorder of the county in which the Property is situated.

16. Effective Date.

The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded with the office of the recorder of the county in which the Property is situated.

17. Distribution of Environmental Covenant.

Within thirty (30) days following the recording of this Environmental Covenant, or any amendment or termination of this Environmental Covenant, Owner/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the recorded Environmental Covenant to: (a) each signatory hereto; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other unit of local government in

which the Property is located; and (e) any other person designated by the Department.

18. Notice.

Any document or other item required by this Environmental Covenant to be given to another party hereto shall be sent to:

If to Owner:

[name]

[address]

If to Holder:

[name]

[address]

If to Department:

[name]

[address]

The undersigned represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

FOR [OWNER(S)]

By: _____ Date: _____

Name (print): _____

Title: _____

Address: _____

[Consult Section 442.210, RSMo for acknowledgement requirements.]

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 20___, before me, a Notary Public in and for said state, personally appeared _____(Name), _____(Title) of _____(Corporate Name), known to me to be the person who executed the within Environmental Covenant on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

FOR [HOLDER]

By: _____ Date: _____

Name (print): _____

Title: _____

Address: _____

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 20___, before me, a Notary Public in and for said state, personally appeared _____(Name), _____(Title) of _____(Corporate Name), known to me to be the person who executed the within Environmental Covenant in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

FOR DEPARTMENT

By: _____ Date: _____

Name (print): _____

Title: _____

Address: _____

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 20___, before me, a Notary Public in and for said state, personally appeared _____(Name), _____(Title) of _____(Corporate Name), known to me to be the person who executed the within Environmental Covenant in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

MODEL PARAGRAPHS FOR USE IN ENVIRONMENTAL COVENANT

1. Purpose(s) of Environmental Covenant

Insert one or more of the following as applicable at section 1 of the environmental covenant. Specific language in these model paragraphs may be negotiated with MDNR for each Property.

- A. That the Property is used in a manner consistent with the risk assessment and resulting risk-based remediation standards for the Property, which assessment has either been approved by the department in coordination with the Missouri Department of Health and Senior Services or EPA.
- B. That groundwater at the Property is not used [at all or for domestic uses such as drinking or bathing].
- C. That humans are not exposed to soils at the Property contaminated with substances in concentrations exceeding the levels established in the Risk Management Plan for the Property.
- D. That storm water or water of other origin does not infiltrate soils at the Property contaminated with substances in concentrations exceeding the pollutant mobility criteria established by the department.
- E. That Buildings are not constructed over soils [or ground water] at the Property contaminated with substances in concentrations exceeding the volatilization criteria established by the department [or that may potentially lead to formation of unacceptable risk-based levels of vapors inside such buildings] (defined with plat).
- F. That the engineered control(s) described herein are not disturbed and are properly maintained to prevent human and ecological exposure to soils at the Property contaminated with substances in concentrations exceeding the levels established in the RMP and/or risk assessment for the Property.
- G. Other (as circumstances require).

2. Restrictions

Specific language in these model paragraphs may be negotiated with MDNR for each Property. Restrictions fall into several categories including land use, groundwater, disturbance, and construction. Depending on site-specific conditions, restrictions other than those listed here may be appropriate, and will be negotiated between the property owner and the department. Be specific in describing relevant or existing ordinances, statewide restrictions and/or local zoning if these AULs are being relied upon in any way as part of the RMP.

USE RESTRICTIONS:

- A. **Restricted Residential Land Use:** The Property currently meets the Department standards for restricted residential use and, based on reports on file at the Department offices in Jefferson City, Missouri, the chemicals present

pose no significant present or future risk to human health or the environment based on restricted use of the Property. The Property may be used for multi-family residential uses such as apartments or condominiums. No further response action for the Property is required by the Department as long as the Property is not used for single-family residential (Residential Land Use) or other purposes constituting unrestricted use. Since cleanup standards for Non-residential Land Use (commercial or industrial use) are less stringent than Restricted Residential Land Use, the Property also meets or exceeds Non-residential Land Use standards and may be used for commercial or industrial uses.

- B. Nonresidential Use or Construction Worker Use** (reference specific zoning ordinances): The Property currently meets the department standards for restricted nonresidential or construction worker use and, based on reports on file at the department offices in Jefferson City, Missouri, the contaminants present pose no unacceptable present or future risk to human health or the environment based on restricted use of the Property. No further response action for the Property is required by the department as long as the Property is not to be used for residential or other purposes constituting unrestricted use. The Property shall not be used for purposes other than nonresidential or construction worker uses. If any owner desires in the future to use the Property for residential or other purposes constituting unrestricted use, the department must be notified 120 days in advance and further analyses and, as necessary, response action(s) will be required prior to such use. The Property may not be used in a manner that conflicts with this restriction.
- C. Nonresidential Use With Engineered Controls** (reference specific zoning ordinances): The Property currently meets the department standards for restricted nonresidential or construction worker uses and, based on reports on file at the department offices in Jefferson City, Missouri, the contaminants present pose no unacceptable present or future risk to human health or the environment based on restricted nonresidential or construction worker uses of the Property. The department requires no further response action for the Property as long as the Property is not used for residential or other purposes constituting unrestricted use. The Property is protective for restricted commercial or industrial uses as long as the **(insert engineering or other physical controls in place)** is/are maintained to prevent exposure. If any owner desires in the future to use the Property for residential or other purposes constituting unrestricted use, the department must be notified 120 days in advance and further analyses and, as necessary, response actions will be required prior to such use. The Property may not be used in a manner that conflicts with this restriction.

GROUNDWATER RESTRICTIONS:

- D. No Drilling or Use of Groundwater:** The groundwater beneath the Property contains contaminants at concentrations exceeding applicable risk-based standards. The owner of the Property shall prevent: use of and exposure to the groundwater; any artificial penetration of the groundwater-bearing unit(s) containing contaminants that could result in cross-contamination of clean groundwater-bearing units; installation of any new groundwater wells on the Property, except those used for investigative purposes; use of groundwater for drinking or other domestic purposes and the use of groundwater for purposes other than domestic purposes; release of groundwater to surface water bodies, whether such release is the result of human activities or is naturally occurring. Should a release of contaminated groundwater occur, the owner must take action to contain and properly dispose of such groundwater. [OPTIONAL IF NEEDED: Groundwater beneath the Property shall be monitored by the owner in accordance with specific requirements of the department-approved monitoring plan unless or until the department approves any modifications].
- E. No Drilling or Use of Groundwater; Engineered Controls for Groundwater:** The groundwater beneath the Property contains contaminants identified in reports on file at the department offices in Jefferson City, Missouri at concentrations that exceed the risk-based standards of the department, and **(insert physical or engineering controls)** have been constructed in the area located on the map attached as **“Exhibit ().”** The physical or engineering controls must remain in place and effective in accordance with the department-approved **(insert name of plan)** unless or until the department approves any modifications. Additionally, the owner of the Property must prevent: use of and exposure to the groundwater; any artificial penetration of the groundwater-bearing unit(s) containing contaminants which could result in cross-contamination of clean groundwater-bearing units; the installation of any new groundwater wells on the Property, except those used for investigative purposes; the use of groundwater for drinking or other domestic purposes and the use of groundwater for purposes other than domestic purposes; and release of groundwater to surface water bodies, whether such release is the result of anthropogenic activities or is naturally occurring. Should a release of contaminated groundwater occur, the owner must take action to contain and properly dispose of such groundwater. [Groundwater beneath the Property shall be monitored by the owner in accordance with specific requirements of the department-approved monitoring plan unless or until the department approves any modifications].

DISTURBANCE RESTRICTIONS:

- F. No Disturbance of Soil:** Soil at the Property contains contaminants, as identified in reports on file at the department offices in Jefferson City, Missouri, at concentrations exceeding the department’s risk-based standards for

(Nonresidential or Construction Worker Use) use [in the areas shown on the map at Exhibit () attached hereto]. Therefore, soil at the Property **[in the areas shown on the map at Exhibit () attached hereto]** shall not be excavated or otherwise disturbed in any manner without the written permission of the department. Should the owner desire to disturb soil at the Property **[in one or more of the areas shown on the map at Exhibit () attached hereto]**, the owner shall request approval to do so from the department at least 30 days before the soil disturbance activities are to begin. Based on the potential hazards associated with the soil disturbance activities, the department may deny the request to disturb the soils or may require specific protective or remedial actions before allowing such soil disturbance activities to occur. This requirement does not supercede other state and federal requirements, and may require other permits (e.g., water protection land disturbance).

- G. Disturbance of Soil Permitted Under Approved Soil Management Plan:** Soil at the Property contains contaminants, as identified in reports on file at the department offices in Jefferson City, Missouri, at concentrations exceeding the department's risk-based standards for **(Nonresidential or Construction Worker Use) use [in the areas shown on the map at Exhibit () attached hereto]**. Therefore, soil at the Property **[in the areas shown on the map at Exhibit () attached hereto]** shall not be excavated or otherwise disturbed in any manner unless under the provisions of the department-approved Soil Management Plan attached hereto as Exhibit _____.

CONSTRUCTION RESTRICTIONS:

- H.** Soil at the Property contains contaminants, as identified in reports on file at the department offices in Jefferson City, Missouri, at concentrations exceeding the department's risk-based standards for **(Nonresidential or Construction Worker Use) use [in the areas shown on the map at Exhibit () attached hereto]**. Therefore, no buildings may be constructed on the Property **[in the areas shown on the map at Exhibit () attached hereto]** except with the written approval of the department. Should the owner desire to construct a building on the Property **[in one or more of the areas shown on the map at Exhibit () attached hereto]**, the owner shall request permission to do so from the department at least 30 days before construction is anticipated to begin. Based on the potential hazards associated with the construction activities, the department may deny the request to construct or may require specific protective or remedial actions before allowing such construction activities to occur.

APPENDIX J-2
MODEL ORDINANCE FOR USE IN LONG-TERM STEWARDSHIP OF
CONTAMINATED SITES WHEN GROUNDWATER CONTAMINATION IS
PRESENT
(April 2006)

Regulations setting forth procedures for determining risk-based remediation objectives may allow higher amounts of soil and/or groundwater contamination to remain in place where activity and use limitations (legal barriers to access) are established. Local ordinances prohibiting the use of groundwater for potable or other purposes and prohibiting the installation and use of new water supply wells are one type of control. Ordinances suitable for use as an effective control may serve as a part of a remediation plan, and they may demonstrate that contaminants of concern in soil and groundwater will meet applicable cleanup criteria. Ordinances also may be relied upon to exclude the groundwater ingestion exposure route from further consideration. Where there are no existing wells and where future uses of groundwater are prohibited, it is unnecessary to remediate contamination to levels based on domestic uses of groundwater.

To be recognized as part of a site remediation plan, an ordinance must provide a free-standing, self-contained enforceable legal barrier to contamination. It does not rely on any further action by local officials to be implemented, and those officials will be available for enforcement as necessary. The ordinance must effectively prohibit the installation and use of water wells.

Following is a model ordinance that satisfies the regulatory requirements for ordinances used to manage contaminants left in place above unrestricted use levels. Changes from this form may be allowed for specific local government conditions; however the basic requirements of the ordinance must be included and unencumbered. Local governments should assess their current and future water supply needs and resources before deciding whether the use of such ordinances is consistent with the long-range public water supply plan.

ORDINANCE NUMBER _____

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the [City/County] of _____, Missouri have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the [City/County] may exceed groundwater quality standards for drinking water or other uses described in Missouri water quality standards 10 CSR 20-7.031 or other criteria established as risk-based remediation cleanup standards described in Missouri's Departmental Risk-Based Corrective Action Technical Guidance or any applicable rules and regulations; and

WHEREAS, the [City/County] of _____ desires to limit potential threats to human health, public welfare and the environment from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED BY THE [CITY COUNCIL/COUNTY COMMISSION] OF THE [CITY/COUNTY] OF _____, MISSOURI:

Section One. Prohibitions.

The use of groundwater as a potable water supply is prohibited. The use or attempt to use groundwater from within the corporate limits of the [City/County] of _____ by the operation, installation or drilling of wells or by any other method is hereby prohibited. The [City/County] of _____ may operate existing groundwater wells if authorized through a Memorandum of Agreement described in Section Four.

Section Two. Penalties and Injunctive Relief.

Any person violating the provisions of this ordinance shall be subject to a fine of up to _____ for each violation. Any person that violates this ordinance must close the well within thirty (30) days by methods specified in regulation by the state. The city/county will close any well that is not closed within thirty (30) days, and may recover the costs of completing the closure from the owner of the property on which the well is located.

Section Three. Definitions.

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

Section Four. Memorandum of Agreement.

The [Mayor/Commission] of the [City/County] of _____ is hereby authorized and directed to enter into a Memorandum of Agreement with the Missouri Department of Natural Resources (department) for tracking remediated sites and notifying the department of changes to this ordinance.

Section Five. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Six. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Seven. Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED: _____
(Date) (City Clerk)

APPROVED: _____
(Date) (Mayor)

Officially published this _____ day of _____, 20__.

APPENDIX J-3
INSTITUTIONAL CONTROL CONTRACT
(April 2006)

_____ has entered into a Letter of Agreement pursuant to the [specific authority for cleanup Program, citing statute], with the Missouri Department of Natural Resources (the department) for (name of facility or site, hereafter "site"), a site of environmental contamination located at (address of facility or site) in the city (town, village) of _____, _____ County, Missouri.

The site has been remediated to a level safe for its current or intended use as specified in the department-approved risk management plan provided that certain risk reduction and exposure control measures remain in place. The department has an obligation to protect human health and the environment and to assure that all of the risk reduction and exposure control measures in the risk management plan (and any amendments thereto) remain intact, functional, and able to serve their intended purposes.

NOW THEREFORE, [insert name of Property owner], [insert mailing address of owner], (hereafter referred to as the "Owner") hereby agrees that:

1. The Owner shall pay to the department a one-time fee of \$_____ to be used to fund regular inspections of the risk reduction and exposure control measures implemented at the site for as long as necessary.
2. The Owner agrees to execute and file with the _____ County Recorder of Deeds an Environmental Covenant pertaining to restrictions of property usage and management of the contamination.
3. The Owner shall file this Agreement and the Environmental Covenant with the _____ County Recorder of Deeds within five (5) days of execution of this Agreement and provide to the department evidence of such recording, to include a true copy of the documents as filed and stamped by the _____ County Recorder of Deeds.
4. A copy of the Letter of Completion shall be filed by the Owner with the _____ County Recorder of Deeds in the chain of title for this property. If the department determines that the Owner has failed to comply with the terms of this Agreement or the Environmental Covenant or fails to comply with the terms of the Letter of Completion or fails to comply with the department-approved risk management plan, the Letter of Completion as provided by the department pertaining to this site may be rescinded and deemed null and void at the discretion of the department. In this event, a notice shall be filed in the property chain of title by the department with the _____ County Recorder of Deeds. This notice shall be attached to a copy of the Letter of Completion Letter.

The undersigned person executing this Agreement on behalf of the Owner represents and certifies that he or she is duly authorized and have been fully empowered to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Owner of the site has caused this Agreement to be executed on this _____ day of _____, 20____.

Signed in the presence of Property Owner subscribed and acknowledged.

Signature of Owner

Subscribed and acknowledged before me this ____ day of _____,
20_____.

Notary Public

My commission expires _____.

IN WITNESS WHEREOF, the Missouri Department of Natural Resources has caused this Agreement to be executed on this _____ day of _____, 20____.

Signed in the presence of the Missouri Department of Natural Resources subscribed and acknowledged.

Director
Hazardous Waste Program
Missouri Department of Natural Resources

Subscribed and acknowledged before me this _____ day of _____, 20____.

Notary Public

My commission expires _____.

APPENDIX J-4
MODEL NOTIFICATION LETTER
(April 2006)

Letter template for use by site owner/operator or remediation applicant to satisfy the requirements of the [rule]:

NOTICE

[Date]

[Address]

Dear *[Adjacent Property Owner]* *[Unit of Local Government]*:

[Name of person or entity performing remediation] is performing an environmental response action at *[name and physical address of site (not a P.O. Box)]*. The response action is being performed because *[state the nature of the release]*. The response action consists of *[describe the nature of the response action]*.

To protect human health, public welfare and the environment, Missouri regulations require that *[name of person or entity performing remediation]* either clean up the site, including groundwater contamination, or demonstrate that the groundwater in the area of the release will not be used as potable water. (“Groundwater” is the water beneath the ground stored in the pores of soil and rock; some communities and homeowners pump this water out of wells to supply potable water. “Potable” means fit for human consumption including drinking, bathing, preparing food, washing dishes, and so forth.) The *[name of unit of local government, address]* has an ordinance prohibiting the use of groundwater for potable water. Under Missouri regulations, local ordinances that effectively prohibit use of existing potable water supply wells, and the installation and use of new potable water supply wells may use those ordinances to support groundwater remediation objectives ([rule]). The Missouri Department of Natural Resources (“the department”) has determined that the ordinance adopted by *[name of unit of local government]* meets the regulatory requirements. This ordinance has been used by the department in reviewing *[name of person or entity performing remediation]* in support of the remediation objectives as part of this response action.

Your property, *[legal description or reference to a plat showing boundaries]*, is included in the area affected by the ordinance. This means that you cannot install or use a private, potable water well on your property. Based on the remediation objectives established in reliance on this ordinance, groundwater beneath your property may not be suitable for human consumption due to existing contamination. Missouri regulations require that you be notified of these facts. The ordinance may be found at *[citation to unit of local government’s municipal code]*. If you wish to obtain a copy of the ordinance, please contact *[unit of local government, address and phone number]*.

To learn more about *[name of site]*, please contact either *[name of contact person, address and phone number]*, or the Missouri Department of Natural Resources, Hazardous Waste Program project manager, *[assigned project manager, address and phone number]*. You may also obtain a copy of the complete department file on *[name of site]*. To do so, you will need to submit a written request with your signature to the [Custodian of Records], Missouri Department of Natural Resources, Hazardous Waste Program, P.O. Box 176, Jefferson City, MO 65102. When you request a copy of the file, please reference the file heading shown below:

[Missouri Inventory Number/County

Site Name/City

Site Address

Agency Site Number]

Sincerely,

[Name of person or entity performing remediation]