



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
1595 Wynkoop Street
Denver, CO 80202-2466
Phone 800-227-8917
<http://www.epa.gov/region08>

Removal and Restoration Agreement

The purpose of this agreement is to provide a mutual agreement as to the removal and restoration activities on your property and to document the condition of the property prior to remediation activities. This will also serve as documentation for the purpose of assuring that restoration activities are completed to the satisfaction of the property owner and the United States Environmental Protection Agency (EPA) for the Libby Asbestos Superfund Site, Libby, Montana.

EPA Property ID:
Property Address:
Property Owner:
Tenant residing at the address (if different than owner):
Phone Number:

General Clauses

Removal and restoration activities will be conducted in accordance with the following provisions:

- Only government-authorized personnel will be permitted to perform work on site during the removal and restoration activities.
- Excavation boundaries are subject to change based on the presence of vermiculite. No excavation will occur beneath sidewalls or concrete pads.
- If interior restoration is performed, some doors and windows may be left open as part of the removal activities. Security will be provided whenever the removal contractor is not working.
- The landscaping contractor will water restored plants and hydro seed at the time of planting and over the following two business days. It will then become the resident's responsibility to maintain these areas.
- If relocation is required and the resident returns to their property without prior approval, their relocation agreement with the government will be nullified and per diem and hotel costs will not be paid.
- Any cost incurred in addition to pre-approved lodging arrangements will be reimbursed directly to the hotel by the resident. In the event the resident is asked to leave the accommodations for non-compliance with hotel rules, EPA will not provide alternate lodging. The resident will be responsible for procuring their own lodging for the duration of the removal and restoration activities.
- Construction and restoration is warranted for one year after the remediation is complete.
- If the property owner chooses to relocate, change, upgrade items, or otherwise make improvements within areas affected by the remediation activities, and those changes are not mentioned or discussed in this agreement, any change or damage that occurs as result is the liability and responsibility of the property owner.
- If the owner or resident has questions or concerns, he or she should contact the Property Coordination Team at 406-293-3690 or 406-291-7991

Initials



Background

This section includes property information that was obtained from investigations and sampling activities.

Exterior Property Investigation Findings:

(Use additional sheets as necessary)

Item: Libby Vermiculite observed in exterior locations according to the attached remediation map.

Item: Libby Amphibole identified in areas according to the attached remediation map.

Item:

Item:

Item:

Interior Property Investigation Findings:

- Interior Design-Build Plans will be created on-site by EPA contractors, upon the arrival the in the interior remediation crew, and will adhere to the current construction specifications established for the Libby Asbestos Superfund Site.
- If necessary, may we cut new access to interior spaces? Y / N Note restoration methods in the boxes below.

(Use additional sheets as necessary)

Attic: N/A

Crawlspace: vermiculite soil observed in the crawl space of the cabin

Outbuildings: vermiculite soil observed on the floor of the shed.

Initials 

Items to be removed by the Owner before the start of remediation activities*:

(Use additional sheets as necessary)

Item: N/A	
Item:	
Item:	

*The removal, storage, disposal and/or return of these items is the Owner's Responsibility.

Items to be removed by the contractor during remediation activities and NOT REPLACED

(Use additional sheets as necessary)

Item: dispose of cages next to raised beds. LEAVE TOOLS and LUMBER!	
Item:	
Item:	

Items to be removed by the Contractor during remediation activities and REPLACED:

(Use additional sheets as necessary)

Item: N/A	
Item:	
Item:	

Relocation Meeting Notes

Relocation Required: Yes / No

Number of people age 12 & over: 2

① ~~in primary residence~~
① ~~in cabin~~

Number of people age 11 & under: 8

Govt approved
motel

Accommodations during relocation (pending availability):

Venture / Sandman / RV Park / Rental / Other _____

Number of:

Dogs: Small / Large Kennel Required? Yes / No

Cats: 3 Kennel Required? Yes / No

- feed & water Daily

Birds: N/A Kennel Required? Yes / No

Chickens Feed water
once per Day

Other N/A Kennel Required? Yes / No

When the electricity is shut off, what needs to stay on?

Refrigerator yes / no Kitchen

Freezer yes / no location basement = ①
Laundry room = ①

Freezer yes / no location _____

Answering machine yes / no location _____

Fish Tank yes / no location Library / Dining area
jet pump in garage
(well)

* Fish Feed:
2 Every Spin
1x per day
1 pinch

Other _____ location _____

Other _____ location _____

Where are the underground utilities that are sensitive to equipment loads?

(i.e. Septic tank, Leach Fields, Dry Wells) see removal map

If being relocated, are there any plants/animals/fish inside that need taken care of?

Plants water 1x per wk (large)
Small plants 1x every 3 days

All located in
Dining area
living room
Front Bedroom
& possibly basement

chickens - see comments
on next page

Initials

[Signature]

Additional Comments / Special Instructions

For horses - contact:

John ~~XXXXXXXXXX~~

Feed and water chickens daily:
gather eggs and put in egg cartons that
HO has on porch.

I acknowledge that I have reviewed this Removal and Restoration Agreement and the attached Exterior Remediation and Restoration Plan(s) plans for the property located at the address referenced on the first page. I, ~~XXXXXXXXXX~~ (owner's name) hereby certify that the information provided by me in this agreement is to the best of knowledge true, accurate and complete. I agree to the removal and restoration of my property as outlined in this agreement.

~~XXXXXXXXXX~~
Owner's Signature Date April 19, 2010
XXXXXXXXXX
Contractor's Representative Signature Date 4-19-10

Initials _____