

ATTACHMENT 1

Recording Requested by
and when recorded mail to:

City of Nome
Attention: City Manager

Mail Tax Statements to:
City of Nome

**[No Fee Document
Government Code §27383]**

**Exempt from Documentary Transfer Tax
Rev. & Tax. Code §11922**

Space above Reserved for Recorder's Use Only

**QUITCLAIM DEED AND CERCLA 120(h) COVENANTS AND
ENVIRONMENTAL RESTRICTIONS**

I. PARTIES

THIS DEED is made and entered into this ____, day of _____, by and between **THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force, and the Secretary's duly authorized representative, the Deputy Assistant Secretary for Installations, with offices at 1665 Air Force Pentagon, Washington, DC 20330-1665 (the "Grantor"), under and pursuant to the authority contained in the Section 2832 of Public Law No. 113-291 for Special Legislation passed in the 113th Congress 2D Session (commonly known as the Carl Levin and Howard P. 'Buck' McKeon National Defense Authorization Act for Fiscal Year 2015) and delegations promulgated thereunder, and the **CITY OF NOME**, a local governmental entity, duly organized and existing under and by virtue of the laws of the State of Alaska, with its principal address at PO Box 281, Nome, AK 99762-0281 (the "Grantee"). "Grantor" includes the assigns of the Air Force, including any successor entity to the Department of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby release and forever quitclaim unto the Grantee, all of Grantor's right, title and interest in approximately 6.59 acres of real property (the "Property"), situated in the Unorganized Borough, and State of Alaska, more particularly described as follows: Lot 5 of amended U.S. Survey No. 451 lying within Section 26, Township 11 South, Range 34 West, Kateel River Meridian, Alaska.

Exhibit A, including a legal description attached hereto and made a part hereof to the Deed, and **Exhibit B** providing a land survey made a part of this Deed.

III. APPURTENANCES AND HABENDUM

TOGETHER WITH all the improvements erected thereon, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any ways appertaining to the Property.

IV. RESERVATIONS AND EXCEPTIONS

EXCEPTING THEREFROM any and all groundwater monitoring wells or system installed on the property to preserve the integrity of the caps depicted as North Cap and South Cap, the interceptor trench, collection vault associated equipment, treatment facilities, systems used by the Grantor, for environmental remediation and restoration. Ownership of such systems are expressly retained by the Grantor. A current depiction of wells, piezometers, and other related monitoring and extraction equipment is contained in **Exhibit C** hereto. Exhibit C is a diagram showing the location of groundwater monitoring wells and piezometers in the vicinity of the former West Nome Tank Farm. In the event the contamination moves, the Site boundaries will shift as needed to encompass the contamination in accordance with the definition of “site” in 18 AAC 75.990(115) and 18 AAC 78.995(134).

AND FURTHER EXCEPTING THEREFROM: All existing easements on the Property, provided that they are duly recorded in the records of the State of Alaska.

The Grantor reserves the rights of access and entry onto the Property for itself, and for state and federal environmental regulatory agencies for environmental-related reasons as specified in Parts VI.E and VI.I of this Deed.

V. CONDITIONS

A. The Grantee agrees to accept conveyance of the Property subject to all recorded covenants, conditions, restrictions, easements, rights-of-way, reservations, agreements, and encumbrances.

B. The Grantee shall cover costs to be incurred by the Secretary or to reimburse the Secretary for administrative cost incurred to carry out the conveyance.

C. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, “AS IS,” “WHERE IS,” without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VI. APPLICABLE PROVISIONS OF SECTION 120(h) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (42 U.S.C. § 9620(h))

For the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

A. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in Section 120(h), is as follows:

The West Nome Tank Farm (WNTF) was constructed on the Property in 1944. It was a 6.59-acre facility holding eight fuel storage tanks to support military operations. Exhibit D shows the location of the tanks. For many years prior to ownership, the Air Force leased and operated WNTF. The Air Force subsequently owned the WNTF and continued operating it until 1957, when it leased the location to Standard Oil Company, now known as Chevron U.S.A. Inc. In 1985, USAF leased the site to Crowley Marine Services Inc., until 1991, when the tanks were taken out of service and eventually demolished.

All contaminants of concern at the Property are petroleum contaminants. No CERCLA hazardous substances have been found at the Property. Known releases of petroleum products have occurred as a result of historic fuel storage and distribution operations. Diesel range organics (DRO) are the only contaminants of concern (COCs) in soil that pose an ingestion or inhalation risk. DRO and benzene as the only COCs that exceed Alaska Department of Environmental Conservation (DEC) groundwater cleanup levels (CULs). Total aromatic hydrocarbons (TAH) are the summation of benzene, toluene, ethylbenzene, and xylenes (BTEX) compounds. Total aqueous aromatic hydrocarbons (TAqH) are the summation of BTEX and PAHs. TAH and TAqH are the only COCs for surface water at the site.

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

The approved Final April 2015 “Remedial Design Work Plan, West Nome Tank Farm, Nome Alaska,” included a remedy that consisted of capping the contaminated soil on the WNTF property and implementation of land use controls as the selected remedy for the site. Pipelines within the Property were properly abandoned in place and any fuel removed from them. Approved institutional controls were developed, implemented and are being maintained in accordance with 18 AAC 75.375 including a tank farm cap with a permeable geotextile membrane and 28 inches

of soil cap, along with a completed perimeter fence and signage identifying the land use control boundaries and referencing digging restrictions.

The Air Force will conduct site inspections and monitor groundwater until the site cleanup levels are achieved. This will occur twice per year, generally in the spring and fall. The inspection will evaluate institutional controls on site (the condition of the existing chain-link fence, condition of the existing gravel pad, and the presence and conditions of signage) as well as the condition of the wells above ground surface. The Air Force will collect groundwater samples from the groundwater wells on the Property and analyze them for contaminants of concern. From time to time, the Air Force may need to install additional or replacement wells and address any requirements of the Remedial Design Work Plan or modifications thereto.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance or petroleum hydrocarbons identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of recordation of this Quitclaim Deed in accordance with the Final April 2015 “Remedial Design Work Plan, West Nome Tank Farm, Nome, Alaska,” and

2. Any additional remedial action found to be necessary pursuant to the Final April 2015 “Remedial Design Work Plan, West Nome Tank Farm, Nome, Alaska” after the date of this Quitclaim Deed, to protect human health and the environment from conditions existing on the Property before the date this Quitclaim Deed is recorded, including, but not limited to all repairs and maintenance of the existing cap (unless caused solely by actions of Grantee) shall be conducted by the Air Force.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its

responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

In exercising such easement and right of access, The United States shall provide the Grantee, its successors and assigns, with reasonable notice of the Air Force's intent to enter upon the Property (reasonable notice shall mean 10 business days or more) and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored to the condition existing prior to the interfering work. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Part VI. D. Provided, however, that nothing in this Part VI.D shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

E. **Limitation on Warranty.** The warranty set forth in Part VI.C., above is limited to response actions found to be necessary to protect human health and the environment from conditions existing on the Property on the date this Quitclaim Deed is recorded. The obligation of the United States under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination; (2) constitutes a breach of any environmental restrictive covenant set forth in the Quitclaim Deed or the Environmental Covenant between the Grantee and the State of Alaska to be separately recorded prior to the recordation of this Quitclaim Deed, or (3) increases the cost of the required response action by Grantee's failure to provide timely notice of encountering contamination.

F. **Effects of Covenants.** It is the intent of the Grantor and the Grantee that the environmental restrictive covenants in this Quitclaim Deed bind the Grantee and its successors and assigns; shall continue as a servitude running in perpetuity; shall be deemed to touch and concern the land; and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenants in this Deed through the chain of title, in addition to any state law that requires or allows the State to enforce any restrictive covenants in this Deed. The Grantee covenants and agrees to insert all applicable restrictive covenants from this Deed in any deed, easement, lease, license or right of access to all or any portion of the Property that it delivers. The Grantor and the Grantee confirm that they have full knowledge of the Environmental Covenant that is attached as Exhibit E and was recorded prior to the recordation of this Quitclaim Deed.

G. **Modification or Release of Covenants.** The Grantee may request from the United States a modification or release of one or more of the Grantee covenants and agreements in Part VII of this Deed, subject to the notification and concurrence or approval of the Air Force and the State in their sole discretion. In the event the request of the Grantee for modification or release is approved by the Air Force and DEC, the United States will execute an appropriate document modifying or releasing the covenant (a “Covenant Modification/Release”). The Grantee understands and agrees that all costs associated with the Covenant Modification/Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States.

H. **State Access to Property.** The easement and right of access retained and reserved to the United States in Part VI.D above may be exercised by any agency of the United States, including, but not limited to the Air Force, and State Agencies with jurisdiction over response actions at the property in order to provide unfettered access to maintain and monitor all wells, extraction equipment, and any applicable systems for the ongoing environmental and remediation efforts. Furthermore, because the easement and right of access retained and reserved to the United States is assignable, the United States hereby assigns its easement and access right to environmental regulatory agencies of the State of Alaska (the “State”), to be exercised in addition to the United States. The Air Force will extend to such State regulatory agencies, as necessary, the right to use the easement and access retained and reserved in Part VI.D., above. This grant of easement and right of access to the Property is for purposes of effectuating the covenants in Parts VI.D and VII.

VII. LAND USE AND ENVIRONMENTAL RESTRICTIONS COVENANTS

Land Use Restrictions on Development and Use. By acceptance and recordation of this Quitclaim Deed, unless otherwise specifically authorized in writing by DEC, including as appropriate, a fully implemented DEC approved work plan, the Property is hereby subject to the following requirements and restrictions, now or at any time in the future:

1. Development and use of the Property shall be restricted to municipal purposes, including municipal office space, port development, fuel storage for the municipal power plant, and municipal public utility facilities, as provided by Section 2832(a) of the National Defense Authorization Act of 2015 (Public Law No. 113-291).

2. The Property will not be used for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or daycare or community centers for children or senior citizens;

3. No excavation work will be allowed on the Property including but not limited to the cap, unless expressly permitted in writing by DEC. At least 10 working days before the commencement of any such excavation work, written notification must be provided to the Air Force. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of local, state and federal laws;

4. No excavation work will be allowed on the Property without an appropriate and fully implemented Health and Safety Plan pursuant to 29 CFR 1910.120;

ATTACHMENT 1

5. Damaging/disturbing/tampering with any of the groundwater monitoring wells depicted on Exhibit C is prohibited unless that well has been decommissioned by the Air Force;

6. No activities on the Property will be allowed that (1) interfere with the effectiveness of the soil cap by reducing the thickness of the soil cap to less than 28 inches, reduce or change the composition of the top layer of aggregate (approximately six inches), including by reducing or changing the composition of the fine drainage layer of medium to coarse sand (approximately 22 inches), or by penetrating or disturbing the geotextile liner on top of the site soils, unless expressly permitted in writing by the Air Force and DEC, or (2) interfere with the effectiveness of the groundwater monitoring wells used in soil and groundwater remediation and monitoring on the Property, unless removal, decommissioning, or relocation of the monitoring well has been expressly permitted in writing by the Air Force and DEC;

7. No activities on the Property will be allowed that involve installing any well or extracting groundwater for any purpose other than groundwater quality monitoring or groundwater remediation, unless expressly permitted in writing by DEC and after a minimum of 10 working days written notice to the Air Force. If groundwater use is approved under this Covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.

8. No activities on the Property will be allowed that involve any surface or subsurface drilling activities that inject, percolate, or allow infiltration of water or other fluids into the groundwater (e.g., construction or creation of any groundwater recharge area, percolation ponds, unlined surface impoundments, trenches, or irrigation) unless specifically approved in writing by DEC.

9. A chain link fence around the perimeter of the property shall be maintained, repaired, or replaced as needed, in order to prevent unauthorized access to and damage to the cap, and signage shall be maintained, repaired, or replaced as needed, to alert the public to the presence of subsurface contamination and the cap, in accordance with the Remedial Design Work Plan, dated April 2015. The portion of the existing chain link fence along the westerly edge of the Property may be removed in order to facilitate access to the adjacent property and/or fill existing depressions and low-lying areas of the Property in order to bring the Property to grade with the adjacent property but only if (1) alternative means to prevent unauthorized access and damage to the cap are provided, and (2) those alternative means to prevent unauthorized access and damage to the cap have been approved in writing by DEC. Any request for DEC approval shall be provided to the Air Force in advance.

10. All property uses and development shall preserve the integrity of the cap, the interceptor trench, collection vault, and any other remedial measures taken or remedial equipment installed, and any groundwater monitoring wells or system installed on the property pursuant to the 2015 Remedial Design Workplan, including any subsequent modifications to the Workplan, or a subsequent Decision Document. Currently, additional site characterization is underway at Site ST001.

11. In the event that contaminated soil becomes accessible, or other information becomes available which indicates that the site may pose an unacceptable risk to human health,

safety, welfare or the environment, notification must be provided to DEC pursuant to 18 AAC 75.300. Further site characterizations and cleanup may be necessary under 18 AAC 75.325.

12. DEC and the Air Force must be notified of each of the following: (1) the type, cause, location, and date of any disturbance of the ground surface, which could affect the ability of such remedial measures, remedial equipment, or monitoring system to perform their respective functions, and (2) the type and date of any repair of such disturbance. Notification must be provided to DEC and the Air Force by phone as well as email within ten (10) working days after discovery, followed by registered mail within ten (10) working days of both the date of discovery of such disturbance and the date of completion of repairs. Responsibility for any and all such repairs and communicating promptly with DEC and the Air Force regarding such repairs is the responsibility of the landowner.

13. Notification Prior to Sale or Transfer. Written notice must be provided to the Air Force and DEC at least thirty (30) days prior to any transfer or sale of the property while the Land Use Control restrictions are active. The notice shall identify the name and contact information of the intended new owner, transferee, or buyer, and the portion of the Property to be conveyed to that intended new owner such transferee or buyer.

VIII. OTHER COVENANTS AND NOTICES

A. Release and Covenant Not to Sue.

In consideration of the transfer of the Property pursuant to this Deed and the obligations assumed by the United States in this Deed:

(1) The City of Nome covenants not to sue and agrees not to assert any claims or causes of action against the United States, Chevron U.S.A. Inc., and Crowley Marine Services, Inc., that arise from, relate to, or are based on, the contamination as reflected in the Final April 2015 “Remedial Design Work Plan, West Nome Tank Farm, Nome, Alaska,” including claims based on CERCLA or any other federal law, state law, or common law; and (2) This release and covenant not to sue runs with the land and is binding on any and all subsequent owners and operators, successors and assigns of the Property.

B. Asbestos-Containing Materials (ACM).

In 2010, a Hazardous Material Building Survey (HMBS) conducted at the pump house on the Property identified asbestos-containing material (ACM) and lead-based paint (LBP) in the building materials. ACM was found in roofing material (approximately 400 square feet) and gray gaskets (10 to 12 each). The gray gaskets were present in piping joints both inside and directly outside the pump house. None of the ACM appeared to be friable. The HMBS identified LBP on exterior and interior piping and valves present at the pump house (approximately 65 linear feet). The highest concentrations of lead in paint were found to be associated with several valves located in and around the pump house. Decommissioned subsurface fuel pipelines and surface headers exist near the pump house. The pump house, along with any exposed headers (valves) associated

with the pump house, was removed when the cap was installed. The demolition debris was disposed of off-site. In addition, the fuel tanks formerly located on the Property also likely contained lead-based paint because they were constructed before 1978.

The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§9601 et seq.). The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in Part VI herein. The Grantor will not be responsible for removing or responding to ACM in or on pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP").

Lead-based paint was commonly used prior to 1978 and was located on the Property, as described in Part VIII.B above. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

D. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or disability in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

ATTACHMENT 1

E. Reversionary Interest. The reversionary interest is as stated in Section 2832(c) of the National Defense Authorization Act of 2015, which provides, among other things that, “[i]f the Secretary of the Air Force determines at any time that the real property conveyed or leased to the City under this section is not being used for municipal purposes, then” the Secretary may take the actions provided for in Section 2832. Section 2832(c) of the National Defense Authorization Act of 2015.

F. Recordation. The Grantee shall be responsible for recording the Quitclaim Deed and any addenda thereto in the land records of the State of Alaska. Any costs associated with this Grant of Quitclaim Deed including taxes, fees, and recordation shall be borne by the Grantee.

G. Notice. All notices and communications under this Quitclaim Deed shall be in writing and shall be deemed duly given (a) upon delivery, if delivered by postage paid, certified mail (return receipt requested) or overnight U.S. mail or email. Notices shall be sent using the following contact information:

If to Air Force: Commander
 PACAF Regional Support Center
 10471 20th Street, Suite 265
 Joint Base Elmendorf-Richardson, Alaska 99577-2201
 PRSC.CCE1@us.af.mil

If to the State: Director, Division of Spill Prevention and Response
 Alaska Department of Environmental Conservation
 555 Cordova Street
 Anchorage, Alaska 99501

If to the City of Nome: City Manager
 P.O. Box 281
 102 Division St.
 Nome, AK 99762

IX. EXHIBITS

Attached are the following Exhibits made in part to this Deed:

Exhibit A	Legal Description
Exhibit B	Record of Survey
Exhibit C	Property Boundary, Former Tank Locations, Current Monitoring Well Network (Property only)
Exhibit D	Site Boundary, Former Tank Locations, Current Monitoring Well Network (Site wide)
Exhibit E	Environmental Covenant

ATTACHMENT 1

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

THE UNITED STATES OF AMERICA, acting by
and through the **SECRETARY OF THE AIR
FORCE**

By: _____
ROBERT E. MORIARTY, P.E.
Deputy Assistant Secretary of the Air Force
(Installations)

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA §
COUNTY OF ARLINGTON §

On _____, before me, _____,
personally appeared ROBERT E. MORIARTY, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity, and that by his signature on the
instrument the entity upon behalf of which he acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of VIRGINIA that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public) (Seal)

Witness

Witness

ATTACHMENT 1

**DECLARATION OF ACCEPTANCE OF QUITCLAIM DEED
ON BEHALF OF THE CITY OF NOME**

The undersigned, _____ affirms he is the City Manager of the City of Nome in the County of _____ and that as City Manager, he has the authority to bind the City and hereby accepts this Deed and on behalf of the City agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

Date: _____

GRANTEE:

City of Nome, a municipality organized under
the laws of Alaska

By: _____

Name: _____

Title: _____
City Manager of the City of Nome

Approved by the City Council, City of Nome, Alaska
Dated _____

Attest:

Date: _____

ACKNOWLEDGMENT

STATE OF ALASKA
SECOND JUDICIAL DISTRICT

On _____ before me, _____,
(Name, Title of Officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
as stated above.

ATTACHMENT 1

I certify under PENALTY OF PERJURY under the laws of the State of ALASKA, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public) (Seal)

CERTIFICATE OF ACCEPTANCE
(Alaska Government Code Section 27281)

Dated as of: _____

_____, City Manager

State of Alaska)
Second Judicial District)

I certify under PENALTY OF PERJURY under the laws of the State of Alaska that the foregoing paragraph is true and correct.

Signature _____ (Seal)

ATTACHMENT 1

EXHIBIT A

LEGAL DESCRIPTION

Lot 5 of amended U.S. Survey No. 451 lying within Section 26, Township 11 South, Range 34 West, Kateel River Meridian, Alaska.

EXHIBIT B
RECORD OF SURVEY

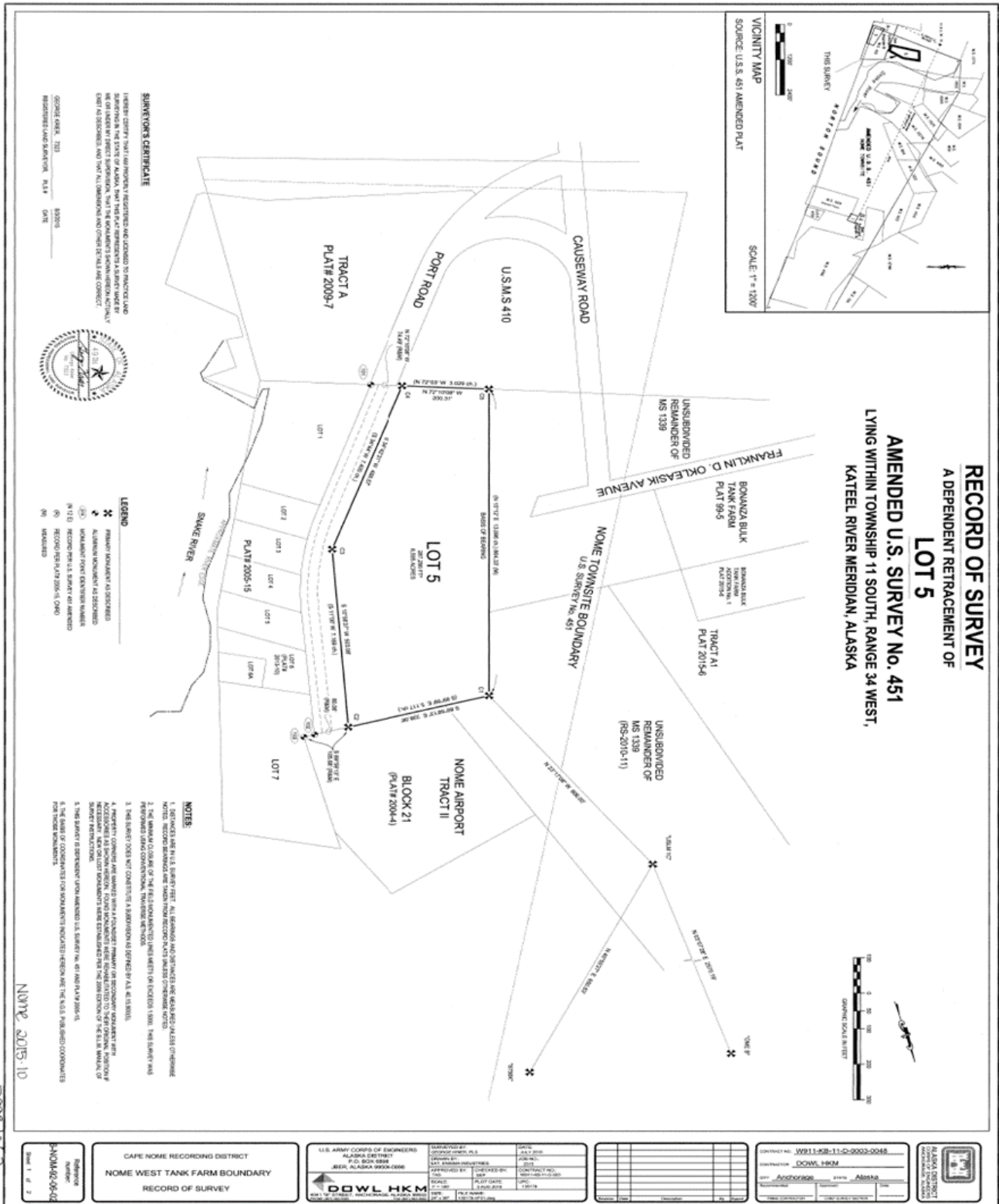
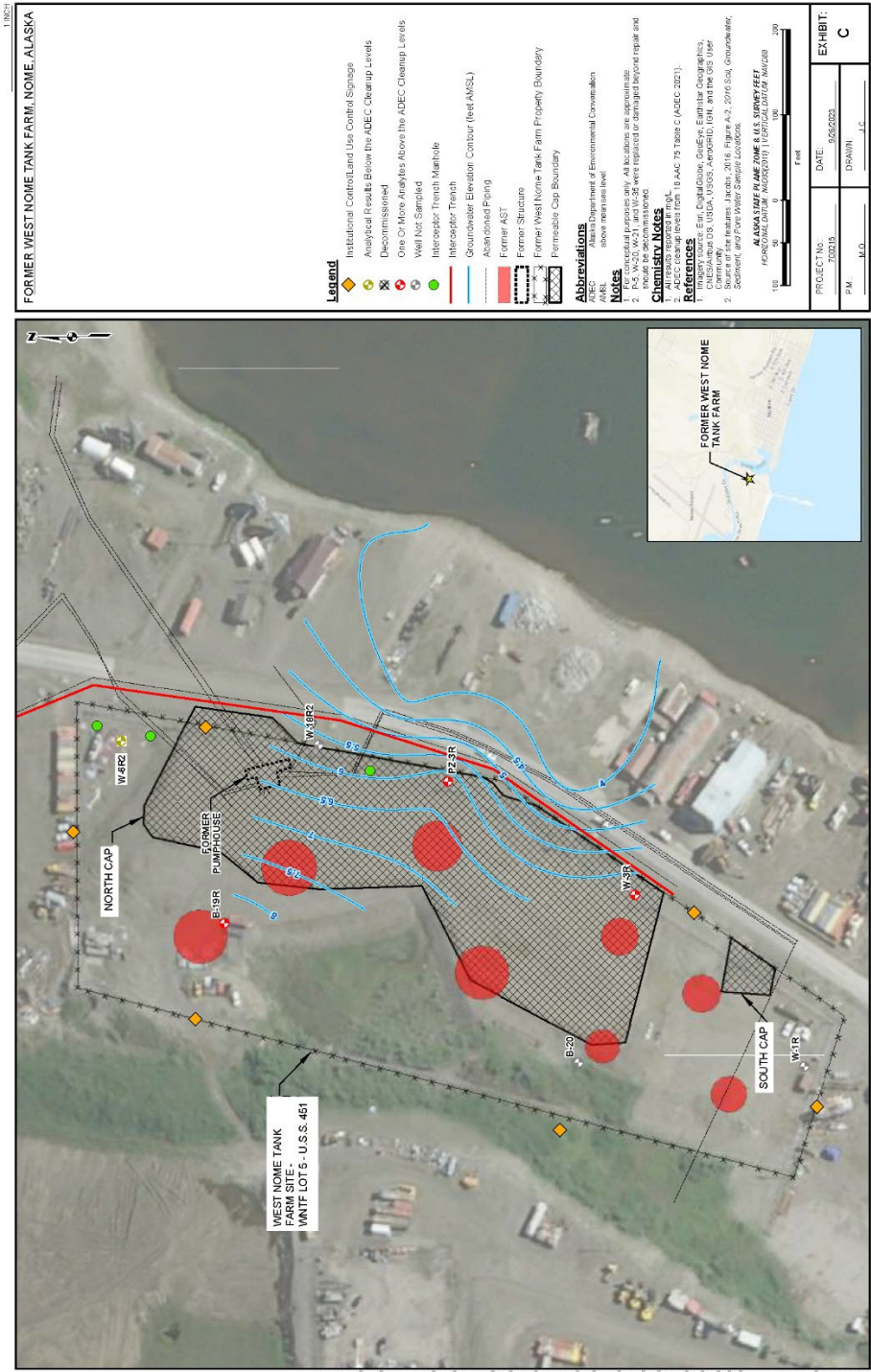


EXHIBIT C

PROPERTY BOUNDARY, FORMER TANK LOCATIONS, CURRENT MONITORING WELL NETWORK (PROPERTY ONLY)



ATTACHMENT 1

EXHIBIT E
ENVIRONMENTAL COVENANT

**This Property is subject to an Environmental Covenant approved by the
Alaska Department of Environmental Conservation**

ENVIRONMENTAL COVENANT

Grantor(s): United States of America, acting by and through the
Secretary of the Air Force

Grantee(s): United States of America, acting by and through the
Secretary of the Air Force

Check the following:

☒ Original Covenant

☐ Amendment of Covenant

RECITALS

I. This document is an environmental covenant (hereafter “Covenant”) executed pursuant to Alaska Statute (AS) 46.04.300–46.04.390, the Alaska Uniform Environmental Covenants Act (hereafter, “UECA”), and Title 18 of the Alaska Administrative Code (AAC) 75.325–390, (the “Site Cleanup Rules”).

II. The Property that is the subject of this Covenant is situated in the City of Nome, Alaska at Lot 5 of amended U.S. Survey No. 451 lying within Township 11 South, Range 34 West, Kateel River Meridian, Alaska, is shown on the Record of Survey attached as Appendix A, and has a physical address of 500 Port Road, Nome, Alaska, 99762 (hereafter “the Property”).

III. Hazardous substances, pollutants, and/or contaminants are present on or within the Property. As a result, all or part of the Property is an Alaska Department of Environmental Conservation (“DEC” or “Department”) listed contaminated site. The contaminated site here is commonly known as follows:

DEC Site Name: Former West Nome Tank Farm (“Site”)

DEC Hazard ID: 575

Site Address: 500 Port Road, Nome, AK, 99762, Near Snake River and Norton Sound

The Property boundaries are shown in the Record of Survey attached as Appendix A. Appendix B includes two maps: (1) the property map, former tank locations, and current monitoring well network for the property; and (2) the site map, former tank locations, and current monitoring work for the entire site. These maps show the Site boundaries (the location of contamination), the area that has been capped, and the current location of the wells for continued groundwater monitoring. In the event the contamination moves, the Site boundaries will shift as needed to encompass the contamination in accordance with the definition of “site” in 18 AAC 75.990(115) and 18 AAC 78.995(134).

IV. This Covenant subjects the Property to certain activity and use limitations and requires the Grantor to comply with those limitations as set forth herein and in accordance with the Act. The applicable activity and use limitations described in this Covenant are necessary to protect human health, safety, welfare, or the environment and to ensure the integrity of the cleanup remedy conducted at the Site. Environmental documents pertaining to the cleanup are available from the DEC at the Contaminated Sites Program Website at: <http://dec.alaska.gov/spar/csp/>.

The U.S. Air Force (“USAF”) Administrative Record for the environmental response project that impacts the Property may be accessed online at: <https://ar.afcec-cloud.af.mil> under the installation name West Nome Tank Farm, AK.

V. The Property includes a Site that is the subject of an environmental response project under the Site Cleanup Rules (18 AAC 75.325–18 AAC 75.390), Underground Storage Tank regulations (18 AAC 78), the federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA), and/or the federal Resource Conservation and Recovery Act (RCRA). In accordance with UECA, this Covenant is required because following an environmental response project, residual contamination remains on the Property, in concentrations that are safe for some, but not all uses. Contamination remaining on the Property is fully detailed in Section 1.3 of the *Remedial Design Work Plan, West Nome Tank Farm, Nome, Alaska*, April 2015 (available at the DEC Contaminated Sites Program and USAF Administrative Record websites noted in Section IV., above) and includes the following Contaminants of Concern:

<u>Media</u>	<u>Contaminants</u>
Soil	Diesel-Range Organics (DRO)
Groundwater	DRO, Benzene
Surface Water	Benzene, Polycyclic Aromatic Hydrocarbons

VI. The Department enters into this Covenant as a “department” under the UECA, with all attendant rights of a “department” under the UECA, which include but are not limited to the right to enforce this Covenant. This is not an ownership interest and the rights of DEC under the UECA are not an interest in real property.

VII. For purposes of indexing in the Alaska Department of Natural Resources (DNR) Recorder’s office Grantor-Grantee index only, The United States of America acting by and through the Secretary of the Air Force, shall be considered the Grantor, and the Grantee.

COVENANT

Grantor hereby grants to the Grantee and its successors and assignees, the following requirements and restrictions and declares that the Property described in the legal description above shall hereinafter be bound by, held, sold, and conveyed subject to the activity and use limitations set forth in paragraphs 1 through 13, below, which shall run with the Property in perpetuity and be binding on the Grantor and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. Furthermore, it

is the intent of the Grantor that such requirements and restrictions shall supersede any prior interests in the Property. In creating this Environmental Covenant, Grantor wishes to cooperate fully with DEC and the City of Nome in the implementation, operation, and maintenance of all response actions on the Property. Grantor agrees to record this Environmental Covenant in accordance with the requirements of UECA and then record the Quitclaim Deed for the Property.

Summary of Environmental Actions – This Covenant is a component of an environmental response project as defined in Section 300(a) and 390(3) of the UECA. USAF and contractors Chevron and Crowley operated a petroleum storage tank facility on the Property known as the West Nome Tank Farm. USAF determined that Capping and Land Use Controls is the preferred remediation option for the Property. The properly abandoned in place pipelines had all residual fuel removed. Petroleum impacted soil and groundwater remain in the subsurface. Approved Activity and Use Limitations were developed, implemented and are being maintained to prevent human exposure to the impacted media in accordance with 18 AAC 75.375 including a tank farm cap with a permeable geotextile membrane and 28 inches of soil cover, along with a completed perimeter fence and signage identifying the land use control boundaries and referencing digging restrictions. Until regulatory site cleanup levels are obtained, USAF will continue to conduct site inspections and monitor groundwater.

This will occur twice per year, generally in the spring and fall. The inspection will evaluate Activity and Use Limitations on site (the condition of the existing chain-link fence, condition of the existing gravel pad, and the presence and conditions of signage) as well as the condition of the wells above ground surface. USAF will collect groundwater samples from the groundwater wells on the Property and analyze them for contaminants of concern. From time to time, USAF may need to install additional wells and replace existing ones.

Activity and Use Limitations – By acceptance and recordation of this Covenant, unless otherwise specifically authorized in writing by DEC, including as appropriate, a fully implemented DEC approved work plan, the Property is hereby subject to the following requirements and restrictions, now or at any time in the future:

1. Development and use of the Property shall be restricted to municipal purposes, including municipal office space, port development, fuel storage for the municipal power plant, and municipal public utility facilities, as provided by Section 2832(a) of the National Defense Authorization Act of 2015 (Public Law No. 113-291).
2. The Property will not be used for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or daycare or community centers for children or senior citizens;
3. No excavation work will be allowed on the Property including but not limited to the cap, unless expressly permitted in writing by DEC. At least 10 working days before the commencement of any such excavation work, written notification must be provided to the Air Force. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of local, state and federal laws;
4. No excavation work will be allowed on the Property without an appropriate and fully

ATTACHMENT 1

implemented Health and Safety Plan pursuant to 29 CFR 1910.120;

5. Damaging/disturbing/tampering with any of the groundwater monitoring wells depicted on Appendix B is prohibited unless that well has been decommissioned by the Air Force;

6. No activities on the Property will be allowed that (1) interfere with the effectiveness of the soil cap by reducing the thickness of the soil cap to less than 28 inches, reduce or change the composition of the top layer of aggregate (approximately six inches), including by reducing or changing the composition of the fine drainage layer of medium to coarse sand (approximately 22 inches), or by penetrating or disturbing the geotextile liner on top of the site soils, unless expressly permitted in writing by the Air Force and DEC, or (2) interfere with the effectiveness of the groundwater monitoring wells used in soil and groundwater remediation and monitoring on the Property, unless removal, decommissioning, or relocation of the monitoring well has been expressly permitted in writing by the Air Force and DEC;

7. No activities on the Property will be allowed that involve installing any well or extracting groundwater for any purpose other than groundwater quality monitoring or groundwater remediation, unless expressly permitted in writing by DEC and after a minimum of 10 working days written notice to the Air Force. If groundwater use is approved under this Covenant, that use is still subject to all applicable treatment, monitoring, disposal, and permitting requirements.

8. No activities on the Property will be allowed that involve any surface or subsurface drilling activities that inject, percolate, or allow infiltration of water or other fluids into the groundwater (e.g., construction or creation of any groundwater recharge area, percolation ponds, unlined surface impoundments, trenches, or irrigation) unless specifically approved in writing by DEC.

9. A chain link fence around the perimeter of the property shall be maintained, repaired, or replaced as needed, in order to prevent unauthorized access to and damage to the cap, and signage shall be maintained, repaired, or replaced as needed, to alert the public to the presence of subsurface contamination and the cap, in accordance with the Remedial Design Work Plan, dated April 2015. The portion of the existing chain link fence along the westerly edge of the Property may be removed in order to facilitate access to the adjacent property and/or fill existing depressions and low-lying areas of the Property in order to bring the Property to grade with the adjacent property but only if (1) alternative means to prevent unauthorized access and damage to the cap are provided, and (2) those alternative means to prevent unauthorized access and damage to the cap have been approved in writing by DEC. Any request for DEC approval shall be provided to the Air Force in advance.

10. All property uses and development shall preserve the integrity of the cap, the interceptor trench, collection vault, and any other remedial measures taken or remedial equipment installed, and any groundwater monitoring wells or system installed on the property pursuant to the 2015 Remedial Design Workplan, including any subsequent modifications to the Workplan, or a subsequent Decision Document. Currently, additional site characterization is underway at Site ST001.

11. In the event that contaminated soil becomes accessible, or other information becomes available which indicates that the site may pose an unacceptable risk to human health, safety, welfare or the environment, notification must be provided to DEC pursuant to 18 AAC 75.300. Further site

characterizations and cleanup may be necessary under 18 AAC 75.325.

12. DEC and the Air Force must be notified of each of the following: (1) the type, cause, location, and date of any disturbance of the ground surface, which could affect the ability of such remedial measures, remedial equipment, or monitoring system to perform their respective functions, and (2) the type and date of any repair of such disturbance. Notification must be provided to DEC and the Air Force by phone as well as email within ten (10) working days after discovery, followed by registered mail within ten (10) working days of both the date of discovery of such disturbance and the date of completion of repairs. Responsibility for any and all such repairs and communicating promptly with DEC and the Air Force regarding such repairs is the responsibility of the landowner.

13. Notification Prior to Sale or Transfer. Written notice must be provided to the Air Force and DEC at least thirty (30) days prior to any transfer or sale of the property while the Land Use Control restrictions are active. The notice shall identify the name and contact information of the intended new owner, transferee, or buyer, and the portion of the Property to be conveyed to that intended new owner such transferee or buyer.

Included at Appendix A is a Site Survey drawn to scale that shows the Property boundaries.

Included at Appendix B are two maps: (1) the property map, former tank locations, and current monitoring well network for the property; and (2) the site map, former tank locations, and current monitoring work for the entire site.

Conveyance of Interest – The landowner, when conveying any interest in any part of the Property, including but not limited to title, easement, leases, or other interests must notify DEC at least 30 days prior to conveyance, and must include in any conveyance document, a complete copy of this Covenant and Appendices.

Successors – The requirements, terms, conditions, and restrictions of this Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee under this instrument are freely assignable, subject to the notice provisions contained in this Covenant.

Prior Notification and Approval for Changes in Land Use, including Proposed Construction
No less than 30 days before taking action on the contaminated area of the property, and recognizing that DEC review and approval may be necessary, the Grantee shall notify DEC of the following:

- Its intent to propose changes in use of the Property that may affect exposure to contaminants, and what those changes will be.
- Its intent to apply for a building permit for activities that may affect exposure to contaminants on

the Property, and what those activities will be.

- Its intent to propose any work affecting the contamination on the Property, and what that work will be.

Notices and Reporting – In addition to the pre-notice requirements provided above, Grantee shall report to DEC and USAF every 3 years to document the status of compliance with the activity and use limitations described in this Covenant. Grantee agrees to provide additional detailed information as requested by DEC or USAF. Such notice and the accompanying reports should be mailed and electronically provided to the DEC at:

Alaska Department of Environmental Conservation
Division of Spill Prevention and Response
Contaminated Sites Program
Attention: Institutional Controls Unit
P.O. Box 111800
Juneau, AK 99811-1800

And be submitted electronically to CS.Submittals@alaska.gov.

and to USAF at:

Commander
PACAF Regional Support Center
10471 20th Street, Suite 265
Joint Base Elmendorf-Richardson, Alaska 99577-2201

And be submitted electronically to PRSC.CCE1@us.af.mil

Authorizations – Grantee shall restrict authorizations, including leases, for any portion of the Property to only those uses and activities consistent with this Covenant. Further, Grantee shall notify all authorized users of the Property of all requirements and restrictions on the use of the Property.

Access – DEC, including its authorized employees, agents, representatives and independent contractors, shall have the right of access to the Property granted in connection with the implementation or enforcement of this Covenant, to include continued access at reasonable times to the Property for implementing, operating and maintaining the environmental response actions summarized in this document; monitoring and conducting periodic reviews of the environmental response actions summarized in this document including without limitation, sampling of air, water, groundwater, sediments and soils; verifying any data or information submitted to DEC; and verifying that no action taken on the Property is in violation of the terms of this Environmental Covenant, the environmental response actions summarized in this document or of any federal or state environmental laws or regulations. Nothing in this Environmental Covenant shall limit or otherwise affect DEC's rights of entry and access or DEC's authority to take response actions under 18 AAC 75, CERCLA, 42 U.S.C. §9601 *et seq.*, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP, 40 Code of Federal Regulations (C.F.R.) Part 300 – 399), the

Resource Conservation and Recovery Act of 1976, as amended (RCRA), 42 U.S.C. §6901 *et seq.*, or other federal and state law.

Enforcement – DEC and other parties, including parties to the Covenant, described in AS 46.04.335 are empowered to administer and enforce the terms of this Covenant using civil authority granted to them in AS 46.03. Specifically, DEC may enforce the terms through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations and denial of Right of Access. In addition, the DEC may use administrative authority granted by AS 46.03.

Waiver of Certain Defenses – This Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, acquiescence, or any similar doctrine as set forth in AS 46.04.325(f).

Representations and Warranties – Grantor hereby represents and warrants to DEC, holder(s), Grantee(s), and any other signatories to this Covenant that, at the time of execution of this Covenant, the Grantor lawfully owns the Property in fee simple; that Grantor has a good and lawful right and power to sell and convey it or any interest therein; and that the Property is free and clear of encumbrances.

Amendment or Termination – This Covenant runs with the land and is perpetual, unless amended or terminated pursuant to AS 46.04.330. The landowner may request from the United States a modification or release of one or more of the covenants and agreements in the Activity and Use Limitations of this Deed, subject to the notification and concurrence or approval of the Air Force and the State in their sole discretion. In the event the request for modification or release is approved by the Air Force and DEC, the United States will execute an appropriate document modifying or releasing the covenant (a “Covenant Modification/Release”). All costs associated with the Covenant Modification/Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States.

Controlling Law – This Covenant shall be construed according to and governed by the laws of the State of Alaska and the United States of America.

Liberal Construction – Any general rule of construction to the contrary notwithstanding, this Covenant shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this Covenant and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

Effective Date – This Covenant is effective on the date it is recorded with the appropriate recorders’ office.

List of Appendices:

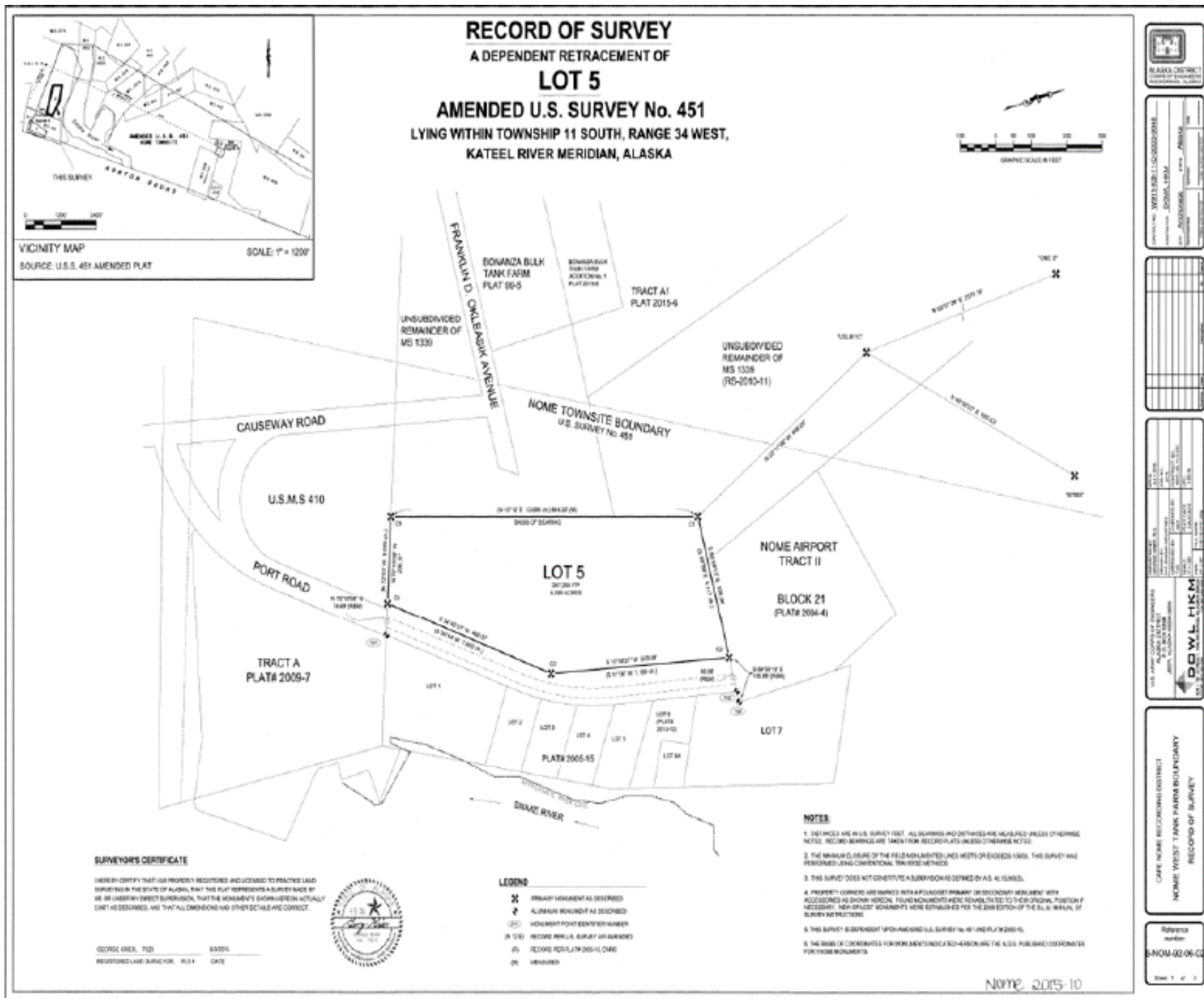
Appendix A Record of Survey

Appendix B Two maps showing: (1) the property map, former tank locations, and current monitoring well network for the property; and (2) the site map, former tank locations, and current monitoring work.

ATTACHMENT 1

APPENDIX A

RECORD OF SURVEY

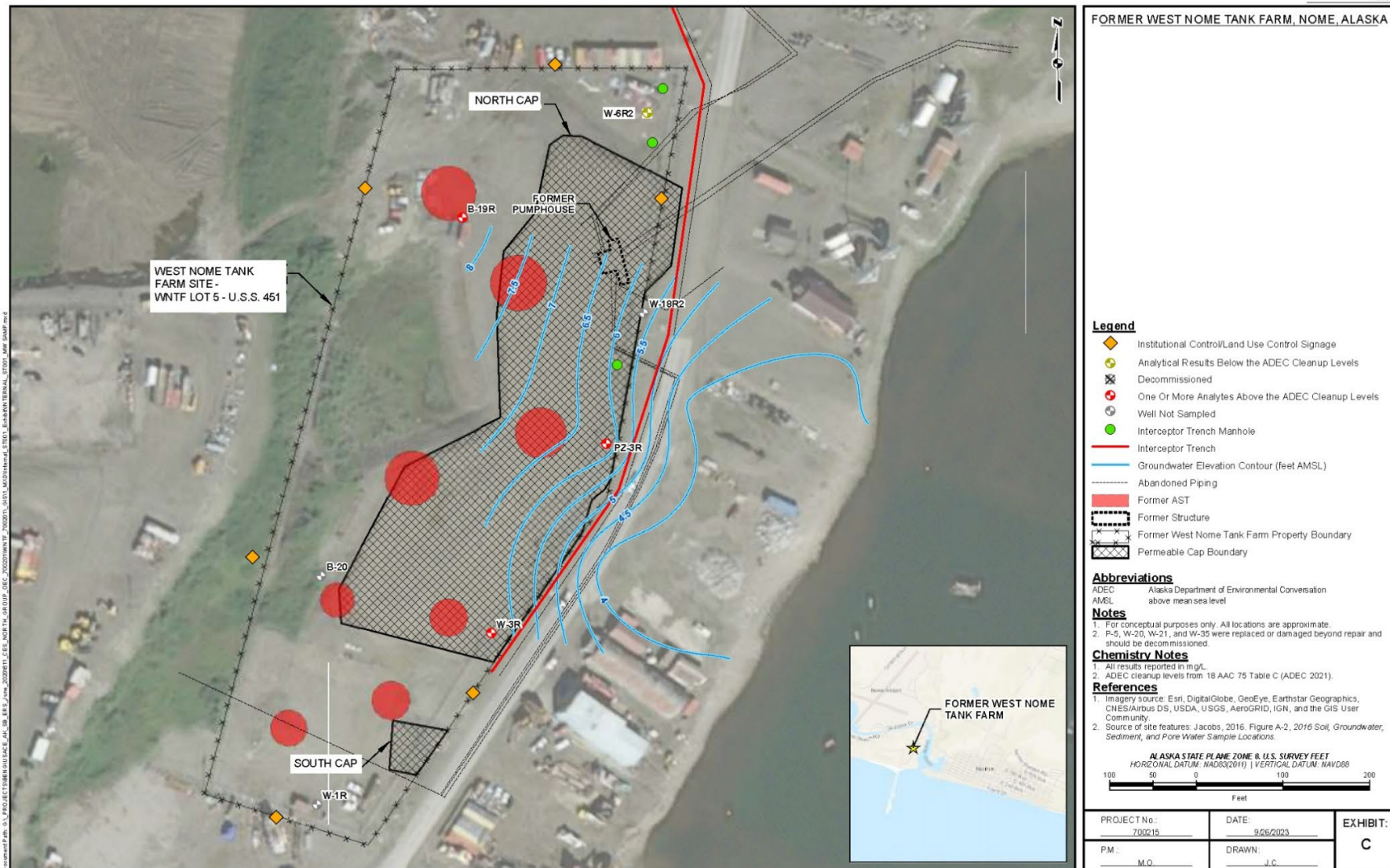


ATTACHMENT 1

APPENDIX B

PROPERTY AND MONITORING WELL NETWORK MAPS

ATTACHMENT 1



ATTACHMENT 1

1 INCH



2023 SUMMER SEMI-ANNUAL REMEDIAL ACTION-OPERATION, INSTITUTIONAL CONTROL/LAND USE CONTROL REPORT FORMER WEST NOME TANK FARM, NOME, ALASKA MONITORING WELL LOCATIONS AND ANALYTICAL EXCEEDANCES

Legend

- Institutional Control/Land Use Control Signage
- Analytical Results Below the ADEC Cleanup Levels
- Decommissioned
- One Or More Analytes Above the ADEC Cleanup Levels
- Well Not Sampled
- Interceptor Trench Manhole
- Interceptor Trench
- Groundwater Elevation Contour (feet AMSL)
- Abandoned Piping
- Nome Parcels
- Former AST
- Former Structure
- Former West Nome Tank Farm Property Boundary
- Site Boundary
- Permeable Cap Boundary

Abbreviations

- [] limit of detection
- ADEC Alaska Department of Environmental Conservation
- AMSL above mean sea level
- B the result is biased high due to contamination present in the method blank or trip blank
- DRO diesel range organics
- J the result is an estimated value greater than or equal to the DL and below the LOQ
- LOQ limit of quantitation
- mg/L milligram per liter
- ND non-detect
- * Wells included in the sampling program

Notes

1. For conceptual purposes only. All locations are approximate.
2. P-5, W-20, W-21, and W-35 were replaced or damaged beyond repair and should be decommissioned.

Chemistry Notes

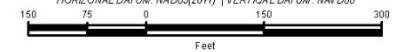
1. All results reported in mg/L.
2. **Bold** text indicates that detected results exceed the ADEC cleanup level.
3. ADEC cleanup levels from 18 AAC 75 Table C (ADEC 2021).

References

1. Imagery source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community.
2. Source of site features: Jacobs, 2016. Figure A-2, 2016 Soil, Groundwater, Sediment, and Pore Water Sample Locations.

ADEC Cleanup Levels	
DRO	1.5
1,2,4-Trimethylbenzene	0.056
Naphthalene	0.0017

ALASKA STATE PLANE ZONE 6 U.S. SURVEY FEET
HORIZONTAL DATUM: NAD83(2011) | VERTICAL DATUM: NAVD83



PROJECT No. 700215	DATE 10/5/2023	EXHIBIT: D
PM: M.O.	DRAWN: J.C.	

ATTACHMENT 1

GRANTOR(S) SIGNATURE BLOCK

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

The United States of America, acting by and through the Secretary of the Air Force

Signed: _____

Name: _____

Title: _____

Date: _____

State of Alaska)
) SS.
City of Nome, Alaska)

On _____ before me, _____,
(Name, Title of Officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ALASKA, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal) (Signature of Notary Public)

ATTACHMENT 1

GRANTEE(S) SIGNATURE BLOCK

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTEE REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE
DATES INDICATED BELOW:

FOR THE GRANTEE:

The United States of America, acting by and through the Secretary of the Air Force

Signed: _____

Name: _____

Title: _____

Date: _____

State of Alaska)
) SS.
City of Nome, Alaska)

On _____ before me, _____,
(Name, Title of Officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
to the within instrument and acknowledged to me that he executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ALASKA, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal) (Signature of Notary Public)

ATTACHMENT 1

Notice Approved by DEC Commissioner

Date

Printed Name of DEC Commissioner

Title