



PAT MCCRORY  
*Governor*

DONALD R. VAN DER VAART  
*Secretary*

LINDA CULPEPPER  
*Director*

February 24, 2016

Mr. Richard Lovett  
City of Greensboro  
401 Patton Avenue  
Greensboro, NC 27406

Re: Stevecoknit Fabrics Company - B  
2602 S. Elm Street  
Greensboro, Guilford County, NC  
NONCD0001365

**RE: Information on Voluntary Cleanup Procedures and Regulatory Requirements**

Dear Mr. Lovett:

We received a Comprehensive Site Assessment Report in 1998, which indicates that above-identified site has been contaminated by one or more hazardous substances. Information received by this office indicates that the City of Greensboro acquired the property from former Delta Mills in 2000 and has owned the property since then. This letter is to go over procedures to ensure any immediate exposure to contaminants is addressed and to provide you with information on our voluntary party site cleanup program and regulatory requirements for cleanup.

First, to identify any immediate exposure risks, a Site Conditions Questionnaire, available on our website noted at the end of this letter, should be completed and returned to this office. The information you provide will be reviewed along with other information to determine if any immediate actions are necessary, so it is important that the information you provide is complete and accurate.

Depending on the degree of hazards present, immediate response actions (by responsible parties or owners or by the State, when no financially-viable responsible parties exist) may be necessary to abate current exposure to contamination. At higher risk sites, the Division of Waste Management (Division) will directly oversee and approve testing and cleanup work conducted by responsible parties and owners. At sites the Division determines are not the highest risk, we have a privatized oversight program to help expedite approval of voluntary party contaminant cleanup actions. This program is called the Registered Environmental Consultant (REC) Program. The REC Program was established to remove a bottleneck for approval caused by limited state staff available for oversight of cleanup actions. The Division must apply its staff resources toward working on the highest risk sites first. The technical requirements are the same regardless of whether an REC or state staff oversee and approve the work.

Note that pursuant to 15A NCAC 2L .0106(b), any person conducting or controlling an activity which results in the discharge of a waste or hazardous substance to the groundwaters of the State, or in proximity thereto, is required to take immediate action to terminate and control the discharge, and mitigate any hazards resulting from exposure to the pollutants including eliminating the source or sources of contamination. Beyond initial abatement actions, all assessment and remediation will be done through the IHSRA.

For voluntary cleanup actions under the REC Program, the remediating party hires an REC, a firm that has been approved by the state to implement a cleanup and certify that the work is being performed in compliance with state regulations. In other words, the REC is authorized to provide oversight of the cleanup in place of the Division. Details regarding the REC Program can be found at [portal.ncdenr.org/web/wm/sf/ihs/recprogram](http://portal.ncdenr.org/web/wm/sf/ihs/recprogram).

The advantages of participating in a voluntary assessment and/or cleanup under an agreement with the Division (with state staff or REC oversight) include: 1) removal of this site from the NC Sites Priority List of inactive hazardous sites and 2) eligibility for a cap on cleanup costs a party is obligated to pay if that party enters into an agreement with the Division. The REC Program also has the advantage of an expedited cleanup process as the REC has the authority to certify completion of work phases without having to wait for state concurrence. Because the costs to clean up contaminated materials continue to increase and because uncontrolled contamination may move and expand over time, immediate action taken at your property now could help to reduce cleanup costs and may prevent future damage to adjacent properties. Of even more concern, uncontrolled migration of groundwater contamination can lead to potential exposure by contaminating drinking water wells in the area, discharging to the surface on other properties and vapors from the contaminated groundwater entering homes and other structures. For those sites where the degree and extent of contamination at the site is relatively minor, it is possible that only a limited amount of assessment and/or cleanup would be required in order to receive a "No Further Action" declaration from the state. Such a declaration could have a significant positive effect on the value of your property.

If the site is not identified as a current higher risk site you may also perform remedial activities independently and request a no further action review when having met remedial action cleanup standards for unrestricted use. To provide the best opportunity for success, independent cleanups should be performed in accordance with the most recent version of the Branch's *Guidelines for Assessment and Cleanup*. Independent cleanups do not receive oversight and approval as they proceed. Parties conducting cleanups in this manner are also not eligible for the statutory cap of remedial action expenses.

Regardless of your interest in performing voluntary assessment and remedial action, we strongly recommend that if you know or suspect that you have groundwater contamination with volatile hazardous substances that you conduct a structural vapor intrusion evaluation. The first step would be comparing contaminant concentrations in groundwater to screening concentrations published by the Division of Waste Management. You can find the structural vapor intrusion screening concentrations and guidance documents on our web page at [portal.ncdenr.org/web/wm/sf/ihs/ihsguide](http://portal.ncdenr.org/web/wm/sf/ihs/ihsguide).

The Site Conditions Questionnaire should be sent to my attention. In your response, please indicate whether you are willing to conduct a voluntary site assessment and/or cleanup. Information regarding the Inactive Hazardous Sites Program can be found at <http://deq.nc.gov/about/divisions/waste-management/superfund-section/inactive-hazardous-sites-program>. Please provide all future documents submitted in relation to this work in both paper and in an electronic format (pdf), unless specified by staff to supply only electronic copies. If you have additional questions, please contact **Gene Mao at Guilford County Environmental Health, 400 West Market Street, Suite 300, Greensboro, NC 27401 and/or (336) 641-3589.**

Sincerely,

A handwritten signature in blue ink, appearing to read "Qu Qi".

Qu Qi, L.G.  
Central Region Unit Supervisor  
Inactive Hazardous Site Branch  
Superfund Section  
Division of Waste Management, NCDEQ





A PENNSYLVANIA PROFESSIONAL CORPORATION

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856.910.5000 800.989.0499 856.910.5075 FAX www.cozen.com

THOMAS MCKAY, III  
ATTORNEY RESPONSIBLE  
FOR NJ PRACTICE

**Douglas W. Frankenthaler**  
Direct Phone 856.910.5045  
Direct Fax 866.850.7492  
dfrankenthaler@cozen.com

October 13, 2009

**VIA FEDERAL EXPRESS**

Gene Mao  
Guilford County Health Department  
1203 Maple Street  
Greensboro, NC 27405

John W. Walsh  
Eastern Unit Supervisor  
Inactive Hazardous Sites Branch  
North Carolina Department of Environment  
and Natural Resources  
1646 Mail Service Center  
Raleigh, NC 27699-1646

**Re: Stevecoknit Fabrics Company-B, 2602 S. Elm Street, Greensboro NC  
GW Incident # 16104**

Dear Messrs. Mao and Walsh:

We write on behalf of Stevecoknit Fabrics Company's successor in interest, Delta Mills, Inc. ("Delta Mills"), in response to the North Carolina Department of Environment and Natural Resources ("NCDENR") May 26, 2009, Notice of Regulatory Requirements for Contaminant Assessment and Cleanup, for the referenced incident (the "Notice Letter"), sent to Mr. Jack Miller, Esq., Rayborn Cooper & Durham, P.A.

The referenced property was sold to the City of Greensboro in 2000. For this reason, we believe that the City of Greensboro is best suited to respond to the Notice Letter. As part of that transaction, an escrow fund was established to fund certain investigation and remediation activities. The escrow fund is controlled by the City of Greensboro. Delta Mills will not object to the City of Greensboro's use of those escrow funds for any future investigations or remediation activities related to the Site.

Also, as you may know, Delta Mills, including Stevecoknit, has ceased operations, terminated its employees, sold substantially all of its assets, and is winding up its affairs pursuant to a court-approved Plan of Liquidation in bankruptcy. The bankruptcy case is pending in the Bankruptcy Court for the District of Delaware, Case No. 06-11144. North Carolina was notified

of the commencement of Delta Mills' bankruptcy case and the bar date (deadline) to file proofs of claim in the case. Any potential liability Delta Mills might allegedly have had concerning the Site has been released and waived under Delta Mills' Plan of Liquidation that was approved by the Bankruptcy Court in September 2007.

Some of the important dates concerning the bankruptcy are:

- Delta Mills filed its bankruptcy petition on October 13, 2006.
- The general bar date was February 1, 2007.
- The government bar date and special bar date was April 11, 2007.
- The Second Administrative bar date was December 5, 2007.
- The confirmation hearing was September 5, 2007.
- The Plan effective date was October 23, 2007.

NCDENR has never filed any proof of claim concerning the Site and the deadline for filing has long since past. For that reason, any potential liability that might be associated with Delta Mills related to the Site has been discharged.

Because any potential liability is discharged pursuant to the bankruptcy filing made by Delta Mills in 2006 and because Delta Mills is no longer the owner of the Site, we request that NCDENR remove Delta Mills from any future correspondence concerning this Site.

Please call if you have any questions and to discuss this matter further.

Sincerely,

COZEN O'CONNOR



By: Douglas W. Frankenthaler

DWF

cc: Delta Mills, Inc.  
John R. Miller, Jr. Esq.  
James A. Clark, Esq., City of Greensboro



State of North Carolina

Department of Justice  
PO Box 629  
Raleigh, North Carolina  
27602  
January 29, 2010

ROY COOPER  
ATTORNEY GENERAL

Reply to: W. W. Finlator, Jr.  
Environmental Division  
N.C. Department of Justice  
wfinlat@ncdoj.gov  
tel.: (910) 716-6984  
fax: (919) 716-6939

**Via email & U.S. Mail**

Ms. Becky Jo Peterson-Buie  
Attorney for City of Greensboro, N.C  
300 W. Washington Street  
Melvin Municipal Office Building, Room 260  
Greensboro, North Carolina 27401

Re: StevecoKnit Site, GW incident # 16104, 2620 South Elm-Eugene St.,  
Greensboro, NC

Dear Ms. Peterson-Buie:

Thank you again for working with the North Carolina Division of Waste Management (Division) and me to rescue from destruction the Delta Mills, Inc. records relating to contamination at the StevecoKnit site (Site) in Greensboro.

The Division and I have reviewed the April 21, 2009 letter from Jeryl W. Covington to John W. Walch, which responds to an April 14, 2009 Notice of Regulatory Requirements sent to the City by the John W. Walch, of the Division. Please be advised that the Division continues to hold the City liable for cleanup of the Site. With the dissolution of Delta Mills, it appears that the City is the sole remaining responsible party for cleanup of the Site.

For questions relating to the environmental regulatory requirements applicable to the Site and the process for going forward on cleanup, please contact Gene Mao at (336) 641-3589 or John W. Walch at (919) 508-8485.

Sincerely,

W. Wallace Finlator, Jr.  
Assistant Attorney General

cc via email:

John W. Walch, N.C. Division of Waste Management  
Gene Mao, Guilford County Environmental Health



400 W. Market Street  
Greensboro, NC 27401

May 27, 2016

Mr. Richard P. Lovett  
City of Greensboro  
401 Patton Avenue  
Greensboro, NC 27406

Re: Administrative Agreement  
Stevecoknit Fabrics Company - B  
2602 S. Elm Street, Greensboro  
Guilford County, North Carolina  
NONCD0001365

Dear Mr. Lovett:

Enclosed is a draft administrative agreement (AA) to conduct a voluntary cleanup action at the subject site ("Site"). Please review the draft AA and provide the Inactive Hazardous Sites Branch (Branch) your comments. We will review the comments and incorporate any necessary changes to the draft and provide you with a final agreement for signature.

The review of this cleanup action will be handled under the Guilford County Department of Health and Human Services, Environmental Health Division, Health and Environmental Risk Assessment Unit through the use of the Branch's Guidelines for Assessment and Cleanup October 2015.

Please submit your comments to the Branch within 30 days of the receipt of this letter. If you have any questions, please free contact me at (336) 641-3589.

Sincerely,

Gene Mao, L.G.  
Hydrogeologist  
Division of Environmental Health  
Guilford County Department of Health and Human Services

Enclosures

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WASTE MANAGEMENT  
SUPERFUND SECTION**

**IN RE: Stevecoknit Fabrics Company-B  
Greensboro, North Carolina  
Guilford County  
NONCD0001365**

**ADMINISTRATIVE AGREEMENT  
FOR STATE-DIRECTED ASSESSMENT  
AND REMEDIAL ACTION  
PURSUANT TO N.C.G.S. § 130A-310.9(b)**

**DOCKET NUMBER \_\_\_\_-SF-\_\_**

The following constitutes the agreement of the parties hereto. The City of Greensboro (the Remediator) concurs with the conclusions of law contained herein solely for purposes of this Administrative Agreement (Agreement).

**I. JURISDICTION**

This Agreement is entered into under authority vested in the Secretary of the North Carolina Department of Environmental Quality (Department) by North Carolina's Inactive Hazardous Sites Response Act of 1987 (the Act), which constitutes Part 3, Article 9 of Chapter 130A of the North Carolina General Statutes (N.C.G.S.) §§ 130A-310 *et seq.* This authority has been delegated to the Chief of the Superfund Section (Chief) of the North Carolina Division of Waste Management (Division).

**II. STATEMENT OF PURPOSE**

This Agreement is entered into for the purpose of addressing the hazardous substance or waste disposal site (the Site) defined in Subsection III. A. of this Agreement. In entering into this Agreement, the objective of the Division and the Remediator is for the Remediator to implement a voluntary remedial action program approved by the Division involving: (1) preparation and implementation of a Remedial Investigation Plan to evaluate the extent of contamination; (2) reporting of the results of the Remedial Investigation; (3) preparation and implementation of a Remedial Action Plan; and (4) reporting of the progress of implementation of the approved Remedial Action Plan.

**III. STIPULATIONS OF FACT**

- A. "The Site" is the property currently owned by The City of Greensboro at 2602 S Elm Street, Greensboro and any additional area which has become contaminated as a result of hazardous substances or waste disposed at that property.
- B. Former Stevecoknit Fabrics Company conducted site assessment at the Site from



June 18, 1996 through June 30, 1998.

- C. Soil sampling at the Site has revealed the presence of xylenes. This may not be the only contaminant present at the Site and the remedial investigation and remedial action are not limited to this compound only.
- D. Groundwater sampling at the Site has revealed the presence of tetrachloroethene (PCE), trichloroethene (TCE), and 1,1,2,2-Tetrachloroethane. This is not a comprehensive list of contaminants present at the Site and the remedial investigation and remedial action are not limited to this list of compounds.

#### IV. CONCLUSIONS OF LAW

- A. The substances identified in Subsections III. xylene and PCE above are hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act/Superfund Amendments and Reauthorization Act, 42 U.S.C. §§ 9601 *et seq.*, and are thus such substances for purposes of the Act pursuant to N.C.G.S. § 130A-310(2).
- B. The Site is an inactive hazardous substance or waste disposal site for purposes of the Act pursuant to N.C.G.S. § 130A-310(3).
- C. The Remediator is an owner, operator, or other responsible party in relation to the Site within the meaning of N.C.G.S. § 130A-310.9, pursuant to N.C.G.S. §§ 130A-310(4), -310(5), -310(9), and -310.7.
- D. Under N.C.G.S. § 130A-310.9(b), the Secretary, and by delegation, the Chief, is authorized to enter into agreements with owners, operators, or other responsible parties for implementation of voluntary remedial action programs as to inactive hazardous substance or waste disposal sites in accordance with remedial action plans approved by the Department.

#### V. WORK TO BE PERFORMED

All work performed pursuant to plans approved under this Agreement shall comply with the current Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup.

- A. Within ninety (90) days after the execution of this Agreement, the Remediator shall submit to the Division a Remedial Investigation Plan (Investigation Plan) organized in sections corresponding to the following items and including at least:
  - 1. Site location information including site street address, longitude and latitude, and identification of owners and use of the Site and surrounding property.
  - 2. A summary of all management practices employed at the Site for

hazardous wastes and any wastes that may have contained hazardous substances, including a list of types and amounts of waste generated, treatment and storage methods, and ultimate disposition of wastes; a description of the facility's past and current RCRA status; the location and condition of any vessels currently or previously used to store any chemical products, hazardous substances or hazardous wastes; and a summary of the nature of all on-site contaminant releases, including one-time disposals or spills.

3. United States Geological Survey topographic maps sufficient to display topography within a one-mile radius of the Site.
4. A site map drawn to scale including scale; north arrow; and locations of property boundaries, buildings, structures, all perennial and non-perennial surface water features, drainage ditches, dense vegetation, known and suspected spill or disposal areas, sumps, septic systems, stormwater conduit, underground utilities, storage vessels, and existing on-site wells.
5. Identification of environmentally sensitive areas on all properties that make up the Site and on all adjacent property to the Site including:

State Parks  
 Areas Important to Maintenance of Unique Natural Communities  
 Sensitive Areas Identified Under the National Estuary Program  
 Designated State Natural Areas  
 State Seashore, Lakeshore and River Recreational Areas  
 Rare species (state and federal Threatened and Endangered)  
 Sensitive Aquatic Habitat  
 State Wild and Scenic Rivers  
 National Seashore, Lakeshore and River Recreational Areas  
 National Parks or Monuments  
 Federal Designated Scenic or Wild Rivers  
 Designated and Proposed Federal Wilderness and Natural Areas  
 National Preserves and Forests  
 Federal Land designated for the protection of Natural Ecosystems  
 Critical Areas Identified Under the Clean Lakes Program  
 State-Designated Areas for Protection or Maintenance of Aquatic Life  
 State Preserves and Forests  
 Terrestrial Areas Utilized for Breeding by Large or Dense Aggregations of Animals  
 National or State Wildlife Refuges  
 National and State Historical Sites  
 Areas Identified Under Coastal Protection Legislation  
 Coastal Barriers or Units of a Coastal Barrier Resources System  
 Spawning Areas Critical for the Maintenance of Fish/Shellfish Species within River, Lake or Coastal Tidal Waters  
 Migratory Pathways and Feeding Areas Critical for Maintenance of Anadromous Fish Species within River Reaches or Areas in Lakes or Coastal Tidal Waters in which such Fish Spend Extended Periods of Time  
 State Lands Designated for Wildlife or Game Management  
 Wetlands  
 Natural Areas Attracting Ecological Receptors

## Areas of Stressed Vegetation or Stressed Wildlife

6. A chronological listing of all previous owners and each period of ownership since the Site was originally developed from pristine land.
7. Operational history with aerial photographs and Sanborne Fire Insurance maps to support land-use history.
8. Site environmental permit history, including all federal, state, and local environmental permits, past and present, issued to the Remediator or within the Remediator's custody or control. The Remediator shall provide copies of any such permits upon request by the Division.
9. A summary of all previous and ongoing environmental investigations and environmental regulatory involvement with the Site, and copies of all associated reports and laboratory data.
10. Proposed procedures for characterizing site geologic and hydrogeologic conditions and identifying and delineating each contamination source as to each affected environmental medium, including any plan for special assessment such as a geophysical survey.
11. Proposed methods, locations, depths of, and justification for, all sample collection points for all media sampled, including monitoring well locations and anticipated screened intervals.
12. Proposed field and laboratory procedures for quality assurance/quality control.
13. Proposed analytical parameters and analytical methods for all samples.
14. A contact name, address and telephone number for the principal consultant and laboratory, and qualifications and certifications of all consultants, laboratories and contractors expected to perform work in relation to this Investigation Plan. Any laboratory retained must currently be either certified to analyze applicable certifiable parameters under Title 15A of the North Carolina Administrative Code, Subchapter 2H, Section .0800, or be a contract laboratory under the EPA Contract Laboratory Program.
15. Equipment and personnel decontamination procedures.
16. A proposed schedule for site activities and reporting.
17. Any other information required by the Division or considered relevant by the remediating party.
18. A signed and notarized certification by a City of Greensboro official with

the express authority to obligate the City stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."

19. A signed and notarized certification by the consultant responsible for the day to day remedial activities stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
  20. If this document includes any work that would constitute the "practice of engineering" as defined by N.C.G.S. § 89C, the signature and seal of a professional engineer must be included. If this document includes any work that would constitute the "public practice of geology" as defined by N.C.G.S. § 89E, the signature and seal of a licensed geologist is required.
- B. Within thirty (30) days of receiving notice from the Division of any deficiency in the Investigation Plan, the Remediator shall submit to the Division information or material sufficient to correct such deficiency.
- C. The Remediator shall begin the Remedial Investigation no sooner than receiving written approval of the Investigation Plan from the Division, nor later than thirty (30) days thereafter.
- D. Within one hundred twenty (120) days of receiving written approval of the Investigation Plan from the Division, the Remediator shall submit to the Division a Remedial Investigation Report documenting implementation of the approved Investigation Plan, organized in sections corresponding to the following items and including at least:
1. A narrative description of how the investigation was conducted, including a discussion of any variances from the approved work plan.
  2. A description of groundwater monitoring well design and installation procedures, including drilling methods used, completed drilling logs, "as built" drawings of all monitoring wells, well construction techniques and materials, geologic logs, and copies of all well installation permits.
  3. A map, drawn to scale, showing all soil, surface water and sediment sample locations and monitoring well locations in relation to known disposal areas or other sources of contamination. Monitoring wells must be surveyed to a known benchmark. Soil sample locations must be surveyed to a known benchmark or flagged with a secure marker until after the remedial action is completed. Monitoring well locations and elevations must be surveyed by a Professional Land Surveyor.
  4. A description of all laboratory quality control and quality assurance

procedures followed during the remedial investigation.

5. A description of procedures used to manage drill cuttings, purge water and decontamination water.
6. A summary of site geologic conditions, including a description of soils and vadose zone characteristics.
7. A description of site hydrogeologic conditions (if groundwater assessment is determined to be necessary), including current uses of groundwater, notable aquifer characteristics, a water table elevation contour map with groundwater flow patterns depicted, tabulated groundwater elevation data, and a description of procedures for measuring water levels.
8. Tabulation of analytical results for all sampling (including sampling dates and soil sampling depths) and copies of all laboratory reports (including QA/QC support data referenced to specific samples).
9. Soil, groundwater, surface water and sediment contaminant delineation maps and cross sections, including scale and sampling points with contaminant concentrations.
10. A description of procedures and the results of any special assessments such as geophysical surveys, immunoassay testing (EPA SW-846 4000 series methods), soil gas surveys, or test pit excavations.
11. Copies of all field logs and notes, and color copies of site photographs.
12. A demonstration, supported by sampling data, that the areal and vertical extent of hazardous substance contamination in each affected medium has been delineated to the Division's satisfaction in accordance with the current version of the Division's *Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup*.
13. If groundwater contamination exists at the Site, an inventory and map of all wells, springs, and surface-water intakes used as sources of water within a one-half mile radius of the center of the Site. If the Site is greater than one hundred (100) acres in size, the inventory and map must cover a one-mile radius from the center of each source area.
14. Any other information required by the Division or considered relevant by the remediating party.
15. [Begin paragraph with either: *A signed and notarized certification by a company official with the express authority to bind the company* for businesses or *Your signed and notarized certification* for individual



owners] stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."

16. A signed and notarized certification by the consultant responsible for the day to day remedial activities stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
  17. If this document includes any work that would constitute the "practice of engineering" as defined by N.C.G.S. § 89C, the signature and seal of a professional engineer must be included. If this document includes any work that would constitute the "public practice of geology" as defined by N.C.G.S. § 89E, the signature and seal of a licensed geologist is required.
- E. Within thirty (30) days of receiving notice from the Division of any deficiency in the Remedial Investigation Report, the Remediator shall submit to the Division information or material sufficient to correct such deficiency. When the Division determines that the Remedial Investigation is complete, the Division will notify the Remediator in writing.
- F. Should additional remedial investigation work phases be necessary, the Remediator shall submit the subsequent work phase investigation plan within thirty (30) days of receiving notice from the Division of the additional work phase required. The requirements for the submittal and content of plans and reports under Subsections V.A., B., C., D. and E. shall apply to subsequent work plans and reports except where, in the Division's sole discretion, the submission of such would duplicate a previous submittal.
- G. If hazardous substances as defined in G.S. 130A-310(2) or other contaminants as defined in 15A NCAC 2L for which the Remediator is responsible have affected any drinking water wells at levels exceeding the lower of the federal and state drinking water standards, or, in the absence of a drinking water standard, a level determined by the Division based on toxicological data, the Remediator shall, within a time period established by the Division, offer an alternate drinking water source for users of those wells.
- H. Within ninety (90) days of receiving written notice from the Division that the Remedial Investigation is complete, the Remediator shall submit to the Division a proposed Remedial Action Plan for cleanup of all contaminated media at the Site, developed using the Superfund Section's remediation goals as set out in the current Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup, organized in sections corresponding to the following items and including at least:

1. A statement of objectives for the Remedial Action.
2. A listing of potentially applicable technologies.
3. An evaluation of remedial alternatives using the following feasibility study criteria:
  - a. Protection of human health and the environment, including attainment of remediation goals.
  - b. Compliance with applicable federal, State and local regulations.
  - c. Long-term effectiveness and permanence.
  - d. Reduction of toxicity, mobility and volume.
  - e. Short-term effectiveness: effectiveness at minimizing the impact of the site remediation on the environment and the local community.
  - f. Implementability: technical and logistical feasibility, including an estimate of time required for completion.
  - g. Cost.
  - h. Community acceptance.
4. A detailed description of the Remediator's preferred remedial alternative for each contaminated medium, from among the alternatives evaluated, including an evaluation of potential impact to any sensitive environments identified on or near the Site and construction designs and specifications (any proposed treatment technology may require on-site testing or bench-scale testing of site waste to verify its effectiveness).
5. A description of all activities that are necessary to ensure that the proposed method(s) of remedial action is (are) implemented in compliance with applicable laws and regulations, that remediation goals established by the Division are met and that the health and safety of nearby residential and business communities will not be adversely affected by activities related to the remedial action. These activities include, but are not limited to, well installation and abandonment, sampling, run-on/run-off control, dust suppression and discharge of treated waste streams.
6. The results of any treatability studies or site characterization work conducted in support of the proposed Remedial Action Plan.
7. A description of any proposed treatability studies or additional site characterization work needed to support the remedial design.
8. A description of methods of post-remedial and confirmatory sampling, and any necessary maintenance.
9. Equipment and personnel decontamination procedures.

10. A proposed schedule for completion of remedial design and for Remedial Action construction, implementation and periodic sampling and reporting.
  11. A signed and notarized certification by a City of Greensboro official with the express authority to obligate the City stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
  12. A signed and notarized certification by the consultant responsible for the day to day remedial activities stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
  13. If this document includes any work that would constitute the "practice of engineering" as defined by N.C.G.S. § 89C, the signature and seal of a professional engineer must be included. If this document includes any work that would constitute the "public practice of geology" as defined by N.C.G.S. § 89E, the signature and seal of a licensed geologist is required.
- I. The Remediator shall provide to the Division the number of additional copies of the proposed Remedial Action Plan determined by the Division to be required for distribution to the local health director and the public library located in closest proximity to the Site in the county or counties where the Site is located, if requested by the Division. The Division shall also mail notice of the Remedial Action Plan to those who have requested notice that such plans have been developed, as provided in N.C.G.S. § 130A-310.4(c)(2). The Division will not approve the Remedial Action Plan until at least thirty (30) days after public notice was provided.
- J. Within thirty (30) days of receiving notice from the Division of any deficiency in the Remedial Action Plan, the Remediator shall submit to the Division information or material sufficient to correct such deficiency.
- K. The Remediator shall begin implementation of the Remedial Action Plan no sooner than receiving written approval from the Division nor later than sixty (60) days thereafter.
- L. Any requests for modifications of the approved Remedial Action Plan must be submitted in writing to the Division, and may not be incorporated or implemented unless and until approved in writing by the Division.
- M. The Remediator shall provide to the Division:
1. Weekly written or telephone progress reports during the soil and waste remedial action if less than one (1) month in duration;

2. Quarterly reports during: (a) groundwater remedial action, (b) any soil and waste remedial action greater than one (1) month in duration, and (c) any necessary post-remedial maintenance;
3. A final report with confirmatory sample data documenting complete implementation of the approved Remedial Action Plan.

Note 1: The quarterly reports and final report should include, without limitation, complete "as-built" drawings and specifications of all remedial action systems; tabulated laboratory data; the location and depth of samples collected; a description of all field and laboratory quality control/quality assurance procedures; and legible and complete copies of all records of periodic system inspections, laboratory reports, waste manifests and chain of custody documentation generated during the reporting period. Quarterly reports shall be provided by the tenth day after each quarter concludes, with the first quarter commencing on the date of written approval of the Remedial Action Plan by the Division. The final report shall be provided within one (1) month following complete implementation of the approved Remedial Action Plan.

Note 2: Each progress report and the final report shall contain the certifications specified in Subsections V.A.18, V.A.19, and V.A.20 of this Agreement.

- N. Within thirty (30) days of receiving notice from the Division of any deficiency in the reports required by Subsection V.M. or in the implementation of the plans required by this Agreement, the Remediator shall submit to the Division information or material sufficient to demonstrate correction of such deficiencies.

## VI. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

- A. The Division or its representatives may take split or duplicate samples of any samples collected by the Remediator pursuant to this Agreement. The Remediator shall notify the Division not less than ten (10) days in advance of any field activity. This notification may be given verbally in the field by the Remediator to the Division.
- B. The Division or its representatives may conduct any field activity it deems appropriate in relation to the Site. The Remediator may take split or duplicate samples of any samples collected by the Division during such field activity.
- C. While this Agreement is in effect, Division personnel and their representatives may, in addition to exercising any related legal rights, enter the Site without notice at all times and, while present: review the progress of activities required by this Agreement; conduct such tests as the Division deems necessary; verify the data submitted to the Division by the Remediator; inspect and copy any and all records, files, photographs, operating logs, contracts, sampling and monitoring data, and other documents relating in any way to this Agreement; and otherwise

assess the Remediator's compliance with this Agreement. All parties with access to the Site pursuant to this Agreement shall comply with all approved health and safety plans.

- D. Unless a confidentiality claim covering information provided under this Agreement is made pursuant to law and adequately substantiated when the information is submitted, such information may be made available to the public by the Division without further notice to the Remediator. The Remediator agrees that under no circumstances shall analytical data generated pursuant to this Agreement be considered confidential.
- E. The Remediator waives any objections to the admissibility into evidence (but not objections as to the weight) of the results of any analyses of sampling conducted by or for the Remediator at the Site or of other data gathered pursuant to this Agreement.
- F. If the Remediator is unable by reasonable efforts to gain access to other property as necessary pursuant to this Agreement, the Division shall assist the Remediator in obtaining access.

#### VII. DELAY IN PERFORMANCE

As soon as the Remediator is aware of the potential for delay, it shall submit to the Division written documentation of the reasons for the delay and the efforts made by the Remediator to avoid the delay, as well as a time by which such work can be completed. The Division shall review the documentation and shall promptly approve the new schedule if good cause is shown. Good cause may include, but is not limited to, extraordinary weather, natural disasters and national emergencies. At a minimum, good cause does not include normal inclement weather, increases in the cost of work to be performed under this Agreement, financial difficulty for the Remediator in performing such work, failure by the Remediator to satisfy its obligations under this Agreement (whether evidenced by a notice of deficiency or not), acts or omissions of the Remediator's contractors or representatives not otherwise constituting good cause, and failure by the Remediator or its contractors or representatives to make complete and timely application for any required approval or permit. The burden of demonstrating good cause for delay, and that the delay proposed is warranted, is the Remediator's.

#### VIII. ADDITIONAL PROVISIONS

- A. All documents submitted to the Division shall be delivered to:

Gene Mao  
Guilford County Dept. of Health and Human Services  
400 W. Market Street, Suite 300  
Greensboro, NC 27401



All work plans and reports shall be submitted in both paper and in an electronic format designated by the Division. Please see the Inactive Hazardous Sites Branch website located at [portal.ncdenr.org/web/wm/sf/ihome](http://portal.ncdenr.org/web/wm/sf/ihome) for current specifications on electronic document submittal.

The Division will direct all correspondence related to this Agreement to:

Richard P. Lovett  
401 Patton Avenue  
Greensboro, NC 27406

- B. This Agreement shall be binding upon, and inure to the benefit of, the Remediator, its agents, successors and assigns. The signatory for the Remediator to this Agreement certifies that he/she is authorized to execute and legally bind the Remediator as to this Agreement.
- C. The Remediator shall provide a copy of this Agreement to each contractor or other person or entity retained to perform any work under this Agreement within seven (7) days after the effective date of this Agreement or the date of retaining their services, whichever is later. The Remediator shall condition any such contracts upon satisfactory compliance with this Agreement. Notwithstanding the terms of any contract, The Remediator is responsible for compliance with this Agreement and for ensuring that such contractors or other persons or entities comply with this Agreement.
- D. This Agreement notwithstanding, the Division retains all its authority regarding inactive hazardous substance or waste disposal sites in relation to the Site.
- E. All actions required pursuant to this Agreement shall be in accordance with applicable local, state and federal laws and regulations, unless an exemption regarding particular state or local laws or regulations is specifically provided in this Agreement now or later.
- F. The Remediator agrees to indemnify, defend and save and hold harmless the State of North Carolina, and its agencies, departments, officials, agents, employees, contractors and representatives, from any and all claims or causes of action arising from or on account of acts or omissions of the Remediator or its officers, employees, receivers, trustees, agents, contractors, or assigns in carrying out actions required pursuant to this Agreement. Neither the State of North Carolina nor any agency or representative thereof shall be held to be a party to any contract involving the Remediator relating to the Site excluding, however, this Agreement.
- G. The Remediator shall preserve, for at least six (6) years after termination of this Agreement, all records and documents in its possession or in the possession of its divisions, employees, agents, accountants, contractors or attorneys which relate in

any way to this Agreement. After this six (6)-year period, the Remediator shall notify the Division at least thirty (30) days prior to the destruction of any such records and documents. The Remediator shall comply with any written request by the Division, prior to the day set for destruction, to continue to preserve such records and documents or to provide them to the Division. The Remediator may assert any available right to keep particular records and documents, other than analytical data, confidential.

- H. This Agreement may not be modified without the written consent of the parties.
- I. Except for obligations under Subsections VI.E., VIII.F. and VIII.G., this Agreement shall terminate when the Remediator receives written notice from the Division that all activities required pursuant to this Agreement have been completed to the Division's satisfaction.
- J. This is a voluntary agreement. If the Remediator elects to discontinue implementation of work under this Agreement, the Remediator shall notify the Division in writing of such intent, and except for rights and obligations under Subsections VI.E., VIII.F. and VIII.G., this Agreement shall be dissolved upon the Division's receipt of such written notice. If the Division determines that the Remediator is not complying with the terms of this Agreement in a timely manner, the Division may notify the Remediator in writing of such determination, and the Agreement shall be dissolved upon the Remediator's receipt of such written notice. Further, should the United States Environmental Protection Agency (EPA) list the Site, or any portion of it, on the National Priorities List (NPL), should the Site score high enough for listing on the NPL, or should the Division state in writing to the Remediator that it desires that the EPA not be limited in its authority under any portion of the Comprehensive Environmental Response, Compensation and Liability Act, codified at 42 U.S.C. §§ 9601 to 9675, by the existence of this Agreement, then either party may dissolve this Agreement except of the rights and obligations under Subsections IV.E., VIII.F. and VIII.G. Dissolution on the basis of NPL scoring or to remove any bar to EPA's authority shall be without prejudice to either party to enter into an Administrative Agreement at a later date if allowed by, and subject to, North Carolina law then existing regarding Administrative Agreements. In any of these events, neither party may seek judicial review of the dissolution of this Agreement or has any right, claim or action for breach of this Agreement. In any of these events, the Division shall retain all its applicable enforcement rights against the Remediator, and the Remediator shall retain all applicable defenses. Notwithstanding the foregoing or the subsequent dissolution of this Agreement, Subsections VI.E., VIII.F., and VIII.G., and the rights, obligations and duties contained therein, shall survive the dissolution of this Agreement.

The effective date of this Agreement shall be the date on which it is executed by the Secretary or his Authorized Agent.

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
James Bateson, Chief  
Superfund Section  
Division of Waste Management  
North Carolina Department of Environmental Quality

By: \_\_\_\_\_  
\_\_\_\_\_ [Fill in Name of Signatory and Title]  
\_\_\_\_\_ [City of Greensboro]

DRAFT