



March 5, 2013

Kim Caulk
NC DENR Division of Waste Management
Inactive Hazardous Sites Branch
1646 Mail Service Center
Raleigh, NC 27699-1646

Subject: The University of North Carolina at Chapel Hill, Cogeneration Facility Warehouse
REC Administrative Agreement, NCR000010272

Dear Mr. Caulk:

The University of North Carolina at Chapel Hill (UNC-CH) is interested in executing a Registered Environmental Consultant (REC) Administrative Agreement (AA) for the following site:

Site name, street address, city, and county:

*The UNC-CH Cogeneration Facility
575 West Cameron Avenue
Chapel Hill, Orange County*

The exact name of the remediating party is:

The University of North Carolina at Chapel Hill

The name, title, telephone number, email address and mailing address of the highest ranking official having day-to-day responsibility for the remedial response action is:

*Mary Beth Koza
UNC-CH Director of Environment, Health and Safety
919-962-5507
MBKoza@ehs.unc.edu
1120 Estes Drive Extension, CB # 1650
Chapel Hill, NC 27599-1650*

The name of the retained Registered Site Manager (RSM) and Registered Environmental Consultant (REC) is:

*Eric Nesbit, PE
Principal/Registered Site Manager
919-870-0576
ENesbit@Geosyntec.com
Geosyntec Consultants of NC, PC
REC Number 00128
4601 Six Forks Road, Suite 340
Raleigh, NC 27609*

The current Property Owner:

The University of North Carolina at Chapel Hill (State of North Carolina)

To facilitate the 30-day public notice process and entry into the REC program, I have attached the following:

1. Site location map;
2. Table of adjacent property owners; and
3. Check for \$2,500.

As stated in a January 14, 2013 email to you from Larry Daw, Environmental Compliance Officer, UNC-CH agrees to accept the minor revisions identified in the enclosed version of the Administrative Agreement.

Please contact Larry Daw at (919) 962-6666 if you have any questions or require any clarification of the material submitted. Thank you.

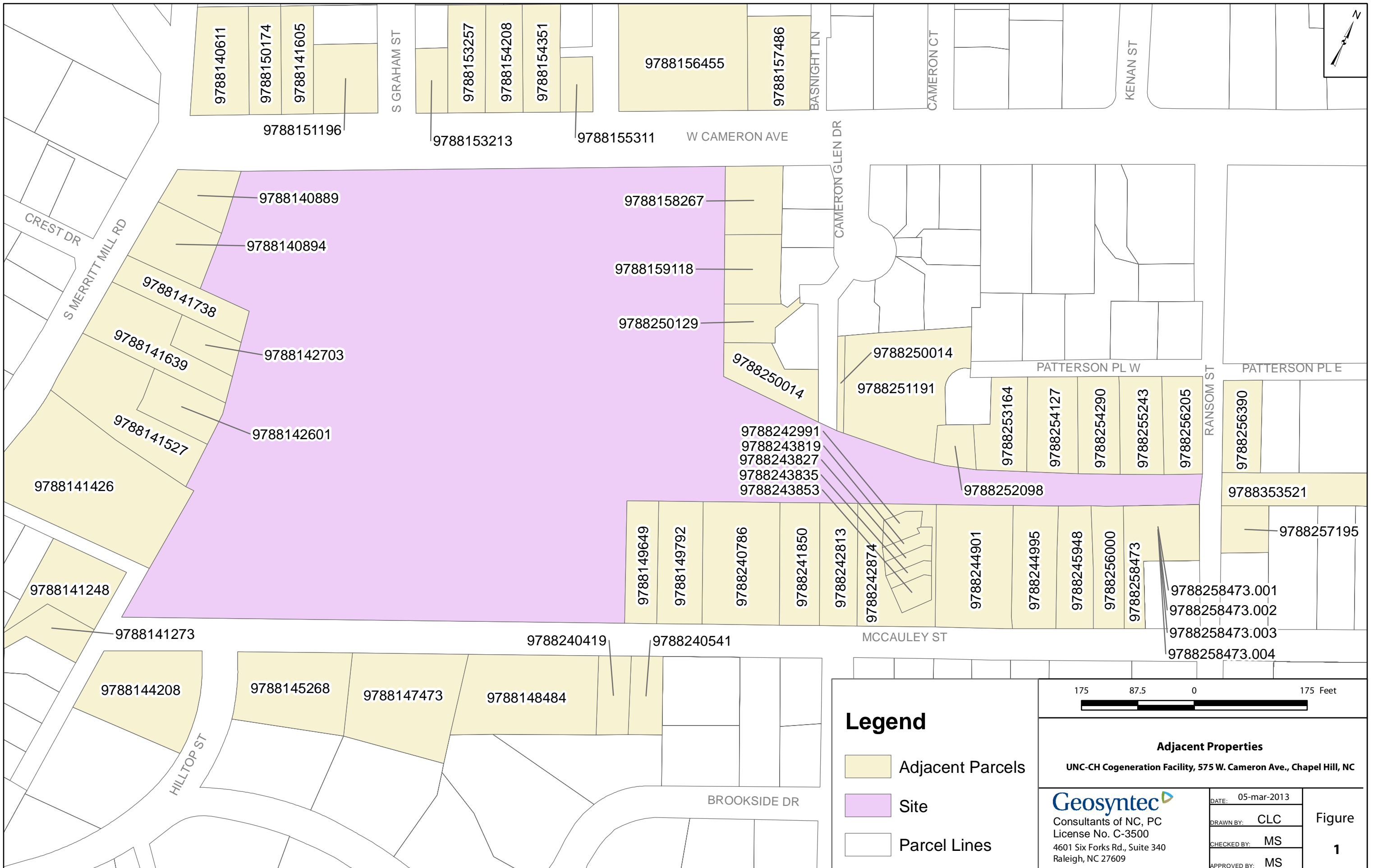
Sincerely,



Mary Beth Koza
Director, Environment, Health and Safety

Enclosures

Cc: Phil Barner
Larry Daw
Carolyn Elfland
Dan Elliott
Bill Lowery
Eric Nesbit



Legend

- Adjacent Parcels
- Site
- Parcel Lines

175 87.5 0 175 Feet

Adjacent Properties
UNC-CH Cogeneration Facility, 575 W. Cameron Ave., Chapel Hill, NC

Geosyntec Consultants of NC, PC License No. C-3500 4601 Six Forks Rd., Suite 340 Raleigh, NC 27609	DATE: 05-mar-2013 DRAWN BY: CLC CHECKED BY: MS APPROVED BY: MS
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Figure
1

Adjacent Properties
UNC-CH Cogeneration Facility, 575 W. Cameron Ave, Chapel Hill, NC

PIN	OWNER1 LAST NAME	OWNER1 FIRST NAME	OWNER2 LAST NAME	OWNER2 FIRST NAME	OWNER ADDRESS	OWNER ADDRESS 2	CITY	STATE	ZIP CODE	SIZE (acres)	LEGAL DESCRIPTION	DEED REF	DATE SOLD	Shape Area (s.f.)
9788140611	UNIVERSITY OF NC				UNKNOWN ADDRESS					1	N/E INT MERRITT MILL & CAMERON CH TP	170/358	07/16/1921 0:00	14358
9788140889	GUPTA	ANUPAM			607 W CAMERON AVE		CHAPEL HILL	NC	27514	1	MJ P/O #6 L H HACKNEY	4599/573	09/08/2008 0:00	7992
9788140894	TATE	JEFFREY D			1011 HIGHLAND WOODS RD		CHAPEL HILL	NC	27517	1	E/S MERRITT MILL RD	1715/544	04/15/1998 0:00	10961
9788141248	TOWN OF CHAPEL HILL				405 MARTIN LUTHER KING JR BLVD		CHAPEL HILL	NC	27514	0.33	OPEN SPACE TANDLER SOUTH P51/82 LOCUST CT OFF MERRITT MILL RD			14323
9788141273	SIMMONS	OTTO DEBRUHL III	SIMMONS	OTTO D JR	5730 HWY 17 SOUTH		NEW BERN	NC	28562	0.15	#7 TANDLER SOUTH P51/82 LOCUST CT OFF MERRITT MILL RD	1558/261	03/03/1997 0:00	6500
9788141426	MERRITT MILL ROAD LLC				431 W. FRANKLIN ST #410		Chapel Hill	NC	27516	1.02	E/S MERRITT MILL RD	4815/521	08/28/2009 0:00	45620
9788141527	MAJEED	BURNIE			128 ROSE DR		MULLICA HILL	NJ	8062	0.546	MJ P/O 5 IDA RUTH LEE P29/16	3462/13	06/10/2004 0:00	22986
9788141605	UNIVERSITY OF NC				UNKNOWN ADDRESS					1	N/S CAMERON AVE CH TP	102/260	09/17/1934 0:00	8434
9788141639	ALSTON	PEARL			117 ESTES DR		CARRBORO	NC	27510	1	E/S MERRITT MILL RD	257/549	10/27/1986 0:00	16515
9788141738	STEAGALL	THOMAS M	STEAGALL	ANN FISH-STEAGALL	11700 MAN O WAR TRAIL		RALEIGH	NC	27613	1	E/S MERRITT MILL RD	4045/406	06/05/2006 0:00	10320
9788142601	LLOYD	KATHERINE LEE	LLOYD	ROBERT L	423 GLENCREST PLACE		CHAPEL HILL	NC	27514	0.174	5A & P/O 5 KATHERINE LEE P29/16	1264/86	06/30/1994 0:00	8571
9788142703	ROSS	PATRICK CHARLES			8321 NW 144TH TERRACE		MIAMI LAKES	FL	33016	1	E/O MERRITT MILL RD	4735/598	05/14/2009 0:00	5399
9788144208	BULBROOK	JAMES	LONG	WHITNEY	1506 E FRANKLIN ST	STE 201	Chapel Hill	NC	27514	0.51	12 RUTH GREENBERG ETAL P106/84	5238/196	10/17/2011 0:00	22364
9788145268	MORROW	MARY FRANCES NUNN			264 CAROLINA MEADOWS VILLA		CHAPEL HILL	NC	27517	1	#11 I W PRITCHARD P5/27		07/21/1989 0:00	20442
9788147473	STATE OF NORTH CAROLINA				1321 MAIL SERVICE CENTER		RALEIGH	NC	276991321	1	#10 I W PRITCHARD P5/27	4619/171	10/23/2008 0:00	25550
9788148484	STATE OF NORTH CAROLINA				9001 MAIL SERVICE CENTER		RALEIGH	NC	276999001	1	#9 I W PRITCHARD PROP P5/27	4245/313	03/27/2007 0:00	26434
9788149649	WEST	JAMES G	WEST	GWENDOLYN R	2010 CRESCENT DR		GRAHAM	NC	27253	1	15 BL A UNIVERSITY HEIGHTS P1/27	5433/382	08/29/2012 0:00	9395
9788149792	NIELSEN	KAY FOWLER	NIELSEN	FREDERICK D	2383 MONTEREY DR NE		MARIETTA	GA	300683049	1	#14 BL A UNIVERSITY HTS P1/27	1389/209	09/13/1995 0:00	13238
9788150174	STATE OF NORTH CAROLINA				9001 MAIL SERVICE CENTER		RALEIGH	NC	276999001	1	95-96 ROBERSON PROP	3451/30	05/28/2012 0:00	8403
9788151196	STATE OF NORTH CAROLINA				P O BOX 629		RALEIGH	NC	276020629	0.25	#A JOHN H & REBECCA CLARK P79/78	3300/293	12/23/2003 0:00	10715
9788153213	JW & S HOLDINGS LLC				2207 WHITE OAK RD		RALEIGH	NC	27608	1	508 CAMERON AVE	3552/320	09/08/2004 0:00	5001
9788153257	JOHN RUFFIN MANLEY TRUSTEE				TRUST AGMT OF DR JOHN RUFFIN MANLEY	101 APPLE ST	CHAPEL HILL	NC	275141901	1	CAMERON CH TP	3495/334	07/13/2004 0:00	9803
9788154208	TRUE BLUE PROPERTIES LLC				65 OXEN DR		OAKLAND	ME	4963	1	#36 PT 35 & 37 O B BARNES PA/10	3673/32	02/14/2005 0:00	9641
9788154351	STOKES	LUCY G			P O BOX 52238		DURHAM	NC	27717	1	#38-39 PT 37 O B BARNES	2155/25	10/31/2000 0:00	9803
9788155311	CUMMINS	BRADLEY K			500 W CAMERON AVE		CHAPEL HILL	NC	27516	1	NW INT CAMERON & ROBERSON ST	5372/517	05/25/2012 0:00	4294
9788156455	CHAPEL HILL HOUSING AUTHORITY				405 MARTIN LUTHER KING JR BLVD		CHAPEL HILL	NC	27514	1	N/E INT CAMERON & ROBERSON CH TP	237/904	08/31/1972 0:00	52530
9788157486	POTEAT	WILLIAM O	MCKINLEY	GAIL	438 WEST CAMERON ST		CHAPEL HILL	NC	275162710	1	438 W CAMERON	4020/137	05/02/2006 0:00	14262
9788158267	MAXWELL	DANIEL JR			427 CAMERON AVE		CHAPEL HILL	NC	275162706	1	S/S CAMERON ST	2015/534	11/24/1999 0:00	9443
9788159118	LACKEY	MILES	LACKEY	TARA P	427A W CAMERON AVE		CHAPEL HILL	NC	27516	1	ULMER LOT P42/38	5160/485	05/17/2011 0:00	9432
9788240419	GREGORY	JOSEPH F	GREGORY	LORENE J	2231 WHITMAN RD		RALEIGH	NC	27607	1	14 BL C UNIVERSITY HEIGHTS P1/27	5168/515	06/03/2011 0:00	6156
9788240541	ALLRED	RICHARD H			5562 CLEARLAKE DR		HICKORY	NC	28601	1	MCCAULEY ST			6193
9788240786	J W & S HOLDINGS LLC				2207 WHITE OAK RD		RALEIGH	NC	27608	1	#12-13 BL A UNIVERSITY HTS	3840/190	08/17/2005 0:00	22779
9788241850	WILLIAMS	TED L	WILLIAMS	KATHERINE B	4210 TROTTER RIDGE RD		DURHAM	NC	277075532	1	11 BL A UNIVERSITY HTS	4929/125	04/14/2010 0:00	11762
9788242813	WORTHAM	CHARLES F	WORTHAM	JANE W	PO BOX 128		HANOVER	VA	23069	1	#10 BL A UNIVERSITY HTS	2097/550	06/29/2000 0:00	11170
9788242874	GEORGETOWN ROW ASSOC				318 MCCAULEY ST #5		CHAPEL HILL	NC	27516	1	COMMON AREA GEORGETOWN ROW CONDOMINIUM CH TP	277/966	09/22/1977 0:00	13469
9788242991	MARSHBURN	DAVID T			318 MCCAULEY ST #5		CHAPEL HILL	NC	275162732	1	UNIT 5 GEORGETOWN ROW CONDOM P30/178	3075/342	06/27/2003 0:00	2347
9788243819	GRADY	MARK W	GRADY	JACQUE S	7413 CHIPPENHAM		RALEIGH	NC	27613	1	UNIT 4 GEORGETOWN ROW CONDO P30/178	4933/41	04/23/2010 0:00	1849
9788243827	SMITH	SCOTT ROBERT			345 ALFANDRE MEWS		GAITHERSBURG	MD	208785797	1	UNIT 3 GEORGETOWN ROW CONDOM P30/178	3442/189	05/21/2004 0:00	1660
9788243835	DEAL HOLDINGS LLC				318 MCCAULEY ST #2		CHAPEL HILL	NC	27516	1	2 GEORGETOWN ROW CONDO P30/178	5073/339	12/09/2010 0:00	1505
9788243853	ECKARD	TIMOTHY G	ECKARD	CARLY S	318 MCCAULEY ST #1		Chapel Hill	NC	27516	1	UNIT 1 GEORGETOWN ROW CONDOMINIUM P30/178	5486/393	11/15/2012 0:00	2326
9788244901	JRM PROPERTIES LLC				1506 DAVIDSON CT		HIGH POINT	NC	272628310	1	#6-7 SEC A UNIVERSITY HTS	2032/210	01/13/2000 0:00	22614
9788244995	MONTGOMERY	KATHERINE M			1506 DAVIDSON CT		HIGH POINT	NC	27262	1	N/S MCCAULEY ST	981/122	04/10/1992 0:00	13193
9788245948	VAUSE	SUE F			750 WEAVER DAIRY RD APT 109		CHAPEL HILL	NC	275141439	1	306 MCCAULEY	228/1083	07/01/1970 0:00	10546
9788250014	CAMERON GLEN HOMEOWNERS ASSOC INC				103 CAMERON GLEN DR		CHAPEL HILL	NC	27516	0.4	OPEN SPACE CAMERON GLEN P48/167	735/33	06/30/1988 0:00	10286
9788250014	CAMERON GLEN HOMEOWNERS ASSOC INC				103 CAMERON GLEN DR		CHAPEL HILL	NC	27516	0.4	OPEN SPACE CAMERON GLEN P48/167	735/33	06/30/1988 0:00	1616
9788250129	HORNE	GERALD C			106 CAMERON GLEN DR		CHAPEL HILL	NC	275162333	0.13	MAJ P/O 7 REC 6-7 CAMERON GLEN	1491/35	10/26/2000 0:00	5621
9788251191	OSMENT	SUSAN ASHLEY	MCSURELY	ALAN	415 W PATTERSON PL		CHAPEL HILL	NC	275162737	0.71	#A WILLIAM BASNIGHT P70/147	1212/103	02/03/1994 0:00	30659
9788252098	COOPER	JUDITH			621 TINKERBELL RD		CHAPEL HILL	NC	27517	1	S/O PATTERSON PLACE	870/460	08/21/1990 0:00	3917
9788253164	MANTON PROPERTIES LLC				PO BOX 1411		CARRBORO	NC	27510	1	S/S PATTERSON PLACE	4157/215	11/09/2006 0:00	9937
9788254127	SUTTON	DAVID B			409 PATTERSON PLACE		CHAPEL HILL	NC	27516	1	409 PATTERSON PLACE	4624/409	11/05/2008 0:00	11692
9788254290	LAWLER DEVELOPMENT GROUP LLC				420 WESTWOOD DR		CHAPEL HILL	NC	275162737	1	S/S PATTERSON ST	4900/389	02/11/2010 0:00	9850
9788255243	HANKINS	DONALD W	HANKINS	JANE M	403 W PATTERSON PL		CHAPEL HILL	NC	275162737	1	PATTERSON ST	2199/9	02/14/2001 0:00	10163
9788256000	ZIEGER	RICHARD T			304 MCCAULEY ST		CHAPEL HILL	NC	27516	1	#1-2 ANNIE HERNDON PROP MCCAULEY ST P1/49	344/163	07/21/1998 0:00	9214
9788256205	COOPER LAMBERT PROP LLC				403 W PATTERSON PL		CHAPEL HILL	NC	27516	1	SW INT PATTERSON PL & RANSOM ST	4557/94	06/26/2008 0:00	9379
9788256390	JOHNSON	ROBERT E TR			309 EAST PATTERSON PLACE		Chapel Hill	NC	27516	1	#1 MARY LINDSEY PROP 309 E PATTERSON PLACE	4539/439	06/03/2008 0:00	8622
9788257195	ARIAIL	DAVID W			219 RANSOM ST		CHAPEL HILL	NC	27516	1	RANSOM ST	4068/180	06/30/2006 0:00	5370
9788258473	HOLLANDER INVESTMENTS LLC				6 VANDORA PL		DURHAM	NC	27705	0	RANSOM TERRACE CONDOS			13434
9788258473.001	HOLLANDER INVESTMENTS LLC				6 VANDORA PL		DURHAM	NC	27705	1	218 RANSOM TERRACE CONDO P97/83-86	5433/326	08/29/2012 0:00	13434
9788258473.002	HOLLANDER INVESTMENTS LLC				6 VANDORA PL		DURHAM	NC	27705	1	220 RANSOM TERRACE CONDO P97/83-86	5433/326	08/29/2012 0:00	13434
9788258473.003	NEAL	TODD	HOAG	GRETCHEN	628 ARLINGTON ST		CHAPEL HILL	NC	27514	1	#222 RANSOM TERRACE CONDO P97/83-86	3874/353	09/23/2005 0:00	13434
9788258473.004	THROWER	DONALD R	THROWER	BETSY W	222 B RANSOM ST		CHAPEL HILL	NC	27516	1	#222-B RANSOM TERRACE CONDO P97/83-86	4532/399	05/27/2008 0:00	13434
9788353521	UNIVERSITY OF NC				UNKNOWN ADDRESS		CHAPEL HILL	NC	27514	2.78	PITTSBORO WILSON & RANSOM STS CH TP			115489

**UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL**



MAIN UNIVERSITY ACCOUNT

CHECK DATE
01/23/13

CHECK NO.
03-722199

PAY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS *****

AMOUNT
***2,500.00

722199 000002
TO O NC DEPT OF ENV & NATURAL RESOU
THE NC DIV OF WASTE MANAGEMENT
ORDER MR KIM T CAULK
OF SUPERFUND SECTION
Present to: 401 OBERLIN RD STE 150
STATE TREASURER RALEIGH NC 27605

Carol Kain Gray

PAYABLE AT PAR THROUGH THE FEDERAL RESERVE

THIS CHECK CONTAINS INVISIBLE FLUORESCENT FIBERS AND A TRUE WATERMARK - HOLD UP TO A LIGHT TO VIEW

⑈ 722199⑈ ⑆053110594⑆ 300000305⑈

UNIVERSITY OF NORTH CAROLINA
CHAPEL HILL, N.C.
MAIN UNIVERSITY ACCOUNT

(DETACH BEFORE PRESENTING)

REMITTANCE STATEMENT

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DISCOUNT AMOUNT	AMOUNT PAID
01/18/13	K547863	REC FEE	2,500.00		2,500.00
TOTALS ▶			2,500.00		2,500.00

VENDOR
V0000007960

CHECK DATE
01/23/13

CHECK NO
03-722199

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT
SUPERFUND SECTION**

**IN RE: UNC-COGENERATION FACILITY
 NCR000010272
 CHAPEL HILL, NORTH CAROLINA
 ORANGE COUNTY**

**ADMINISTRATIVE AGREEMENT
FOR REGISTERED ENVIRONMENTAL
CONSULTANT-DIRECTED ASSESSMENT
AND REMEDIAL ACTION PURSUANT TO
N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300.**

DOCKET NUMBER _____-SF-_____

I. STATEMENT OF PURPOSE

The purpose of this Administrative Agreement (Agreement) is to provide for implementation by The University of North Carolina at Chapel Hill (the Remediator) of a voluntary remedial action program pursuant to N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300 at the site defined in Section II. A. of this Agreement.

II. STIPULATIONS OF FACT

- A. The “Site” is any area on the property located at 575 W Cameron Avenue, Chapel Hill in Orange County, North Carolina and currently owned by the Remediator where a hazardous substance has been disposed, deposited, placed or discharged and any other area or property to which the contamination from that disposal, deposition, placement or discharge has come to be located.
- B. The Site is an inactive hazardous substance or waste disposal site within the meaning of N.C.G.S. 130A-310(3).

III. WORK TO BE PERFORMED

- A. The Remediator shall conduct a voluntary remedial action at the Site in accordance with the provisions of N.C.G.S. 130A-310.9(c), 15A NCAC 13C .0300, and the “Registered Environmental Consultant Program Implementation Guidance” of the North Carolina Division of Waste Management (the Division). The voluntary remedial action shall include the remediation of any hazardous substances as defined in G.S. 130A-310(2) and any contaminants as defined in 15A NCAC 2L that have been disposed, deposited, discarded, discharged, or abandoned at the Site.

- B. Within thirty-six (36) months after the execution of this Agreement, the Remediator shall complete a remedial investigation at the Site which complies with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k)-(p), .0306(c)-(h) and .0306(q). For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. The remedial investigation shall not be considered complete until the Remediator has submitted a remedial investigation report and completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
- C. Within twenty-four (24) months of completion of the remedial investigation or within sixty (60) months after the execution of this Agreement, whichever is earlier, the Remediator shall initiate groundwater remedial action at the Site in compliance with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k) - (p), .0306(c) - (d) and .0306(i) - (n). For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. Groundwater remedial action shall be considered initiated only upon the submission to the Division of the groundwater remedial action construction completion report, certified in accordance with .0306(b) by the REC and the Remediator, and upon commencement of the actual operation of the remedial system. The remedial action for groundwater shall not be considered complete until the Remediator has submitted, for groundwater, a remedial action completion report and work phase completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
- D. Within ninety-six (96) months after the execution of this Agreement, the Remediator shall complete, for wastes, soils, surface water and sediments at the Site, a remedial action which complies with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k) - (p), .0306(c) - (d), .0306(i) - (n) and .0308. For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. The remedial action for wastes, soils, surface water and sediments shall not be considered complete until the Remediator has submitted, for these media, a remedial action completion report and work phase completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
- E. The Remediator shall submit quarterly letter status reports on or before the 15th day of January, April, July and October of each year until such time as the REC has prepared and submitted certified completion statements for all contaminated media pursuant to 15A NCAC 13C .0306(b)(5)(D). Each quarterly status report must summarize, in one to two paragraphs, work performed since the last quarterly status report. These status reports must include a statement confirming work is progressing in a manner to achieve the mandatory work phase completion deadlines set out in

15A NCAC 13C .0302(h). These status reports must be certified in accordance with .0306(b) by the REC assigned to this project and the Remediator. A quarterly letter status report may be incorporated with another document such as a remedial investigation work plan, a remedial investigation report, a remedial action plan, etc. if such other document is submitted at the time when a quarterly letter status report is due. Once the REC has prepared and submitted certified completion statements for all contaminated media pursuant to 15A NCAC 13C .0306(b)(5)(D), quarterly letter status reports under this paragraph shall be supplanted with the requirements of progress reporting of remedial action implementation pursuant to 15A NCAC 13C .0306(o).

- F. If, after the remedial investigation has been completed pursuant to 15A NCAC 13C .0306(e), .0306(f), and .0306(h), there is groundwater contamination at the Site in excess of cleanup levels established pursuant to 15A NCAC 13C .0308, the Remediator shall install and monitor sentinel groundwater monitoring wells or utilize existing wells that serve this purpose such that groundwater monitoring data obtained from ongoing monitoring activities will accurately monitor the migration of any contamination at the Site toward any drinking water or production water well that is known to be present within one-thousand (1000) feet of the detectible perimeter of the groundwater contamination at the Site. The Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers that a sentinel groundwater monitoring well has detectable concentrations of any contamination.
- G. After completing the inventory of all identifiable wells used as sources of potable water pursuant to 15A NCAC 13C .0306(g)(6), if any new drinking water wells are installed within one-thousand five-hundred (1500) feet of the Site property boundaries, the Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers or otherwise finds out about such wells during the normal course of work for the project.
- H. 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, the Remediator shall, within a time period established by the Division, provide an alternate drinking water source for users of those wells.
- I. The Remediator shall ensure that remedial action progress reports are prepared in accordance with 15A NCAC 13C .0306(o).

IV. ADDITIONAL PROVISIONS

- A. All work performed pursuant to this Agreement shall be under the direction and supervision of the Division-approved REC specified in Attachment A, in accordance with 15A NCAC 13C .0302(f).
- B. All work plans, reports, completion statements and project schedules prepared

pursuant to this Agreement shall be certified by a representative of the Remediator in accordance with 15A NCAC 13C .0306(a) and .0306(b)(2).

- C. In the event that the REC specified in Attachment A ceases to serve in that capacity at the Site or is disqualified as an REC by the Division, the Remediator's voluntary remedial action status shall be subject to revocation if the Remediator fails to propose a replacement REC within sixty (60) days, in accordance with 15A NCAC 13C .0302(n). In the event that a new REC is retained for the Site, the Remediator shall obtain an Amendment to Attachment A from the Division and within the sixty (60) days mentioned above, shall execute it, cause the new REC also to execute it, and submit it to the Division.
- D. The Remediator shall pay an annual administration fee to the Division, in accordance with 15A NCAC 13C .0307(c), to help offset the costs of the Division's audits of voluntary remedial actions.
- E. In the event that the Agreement is terminated, other than termination after remedial action completion and final certification by the REC, the Remediator shall, within thirty (30) days, submit to the Division a document containing all information and data that has been collected to date which has not yet been submitted to the Division in a completed certified document. Certification of this document shall be provided in accordance with 15A NCAC 13 C .0306(b)(1) and (2).
- F. 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 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 ("the EPA") list the Site, or any portion of it, on the National Priorities List ("the 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 specified in Attachment A. 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, paragraphs IV. E, H, and I

and the rights, obligations and duties contained therein shall survive the dissolution of this Agreement. Also, the dissolution of this Agreement shall not revoke, negate and/or otherwise excuse the violation(s) of any applicable statute or rule occurring prior to said dissolution. Additionally, the dissolution of this Agreement shall not revoke, cancel or in any way affect the Remediator's obligation to pay any fee, cost or expense owed to the Division prior to said dissolution.

- G. Pursuant to 15A NCAC 13C .0302(g), the Division shall have complete discretion to effect cleanup itself, or directly oversee a Remediator's cleanup, if the Division determines that the Site poses an imminent hazard, if there is significant public concern, if the Division has initiated an enforcement action, if the Division is concerned about material misrepresentations or environmental non-compliance on the part of a party seeking to effect or effecting remedial action at the Site pursuant to this Section, if hazardous substances have migrated to adjoining property, or if other conditions, such as the presence of sensitive environments or mixed wastes (commingled radioactive and chemical wastes), so warrant.
- H. To the extent not barred by North Carolina law, the undersigned Remediator agrees to indemnify 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 or assigns in carrying out actions required pursuant to the Agreement.
- I. ~~Except for the Remediator, n~~Neither the State of North Carolina nor any ~~other~~ 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.
- J. The Remediator shall submit electronic copies of all work plans and reports. Electronic documents should be submitted in a format designated by the Division. Currently, electronic documents should be submitted on CD in high resolution PDF/A (minimum 300 dpi) PDF/A format.

The effective date of this Agreement shall be the date on which it is executed by Jack R. Butler.

Date Executed: _____

By: _____
Jack R. Butler, P.E.
Chief, Superfund Section
Division of Waste Management
North Carolina Department of Environment
and Natural Resources

By: _____
(Signature of Party Authorized to Bind Remediator)

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of Company)

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Attachment A: Confirmation of Retention of a Registered Environmental Consultant

We hereby certify that the Remediator has retained the undersigned Division-approved Registered Environmental Consultant (REC) to implement and oversee a voluntary remedial action at the Site pursuant to N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300, and that the undersigned Division-approved Registered Site Manager (RSM) shall serve as RSM for the voluntary remedial action.

The Remediator affirms that the REC has been provided a full and complete copy of this Agreement prior to signature. The undersigned REC representatives affirm that they have received and read this Agreement. Both the Remediator and REC acknowledge that the REC is fully accountable for complying with 15A NCAC 13C .0300 including the deadlines established upon execution of this Agreement. Should the contractual relationship between the REC and the Remediator terminate or should the REC otherwise cease to be REC of the Site for whatever reason, the Remediator and/or REC shall give notice to the Division in writing within ten (10) days of that termination or cessation.

Remediator:

(Signature Party Authorized to Bind Remediator) (Date)

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of Company)

Registered Environmental Consultant:

(Signature of REC Owner, Partner, or Corporate Officer) (Date)

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of REC Firm)

Registered Site Manager:

(RSM Signature) (Date)

(Typed or Printed Name of RSM)