



North Carolina Department of Environment and Natural Resources
Division of Waste Management

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Director

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Secretary

March 14, 2014

Mr. Daniel Gassaway
1906 Jeffrey Stokes Dr. NE
Leland, NC 28451

Subject: Response to Public Comment
Carolina Creosoting Redevelopment Project
Eastbrook Drive
Navassa, Brunswick County
Brownfields Project Number 08020-04-10

Dear Mr. Gassaway:

Thank you for your public comment on the former Carolina Creosoting Brownfields Agreement. DENR has reviewed your comment and taken it under consideration. Attached is DENR's response to all public comments; please note that yours was the only one received.

Again, DENR appreciates the time and consideration that was put into your comment.

Sincerely,

Bruce Nicholson
Brownfields Program Manager
Enclosures

cc: Lisa Taber
Shirley Liggins

Response to Comments regarding Brownfields Agreement
Former Carolina Creosoting Site
Eastbrook Drive, Leland, Brunswick County, NC
Project # 08020-04-10

Public Comment Period
February 11, 2014 through March 12, 2014

A single comment was received during the official public comment period for a draft Brownfields Agreement between the Department of Environment and Natural Resources (DENR) and a prospective developer for the former Carolina Creosoting wood treating facility in Navassa, North Carolina. The prospective developer for the property is Eastbrook, LLC. The comment concerning the draft Brownfields Agreement was considered during the Brownfields decision process. The response to public comment is provided below, along with the outcome of comment review.

One general comment was submitted, stating the opinion that entering into the Brownfields Agreement for this brownfields property may be ill advised without more in-depth environmental screening, which the commenter felt should include observations of water characteristics, plant life, air quality, and animal life during different times of the year. The commenter also listed several groups of people and animals that could be considered potential receptors if they came into contact with contaminated media at or near the property. Brownfields staff discussed the commenter's concerns in a phone conversation with the commenter. However, the commenter did not raise specific issues with any brownfield agreement provisions

Eastbrook, LLC has not caused or contributed to the contamination at the property in question. They desire to redevelop and reuse the property under the Brownfields Property Reuse Act (Act), which is designed to require non-causative parties to make the property safe for the approved reuse, rather than requiring them to perform full cleanup of contaminated properties to the unrestricted use cleanup goals, which is required of the party responsible for contamination.

Eastbrook, LLC is a prospective developer of this property as defined under the Act, and this Brownfields Agreement sets out conditions with which they will need to comply in order to ensure the property is suitable for the reuse they have proposed, while fully protecting public health and the environment. Measures required by the Brownfields Agreement mitigate potential public health risks that could otherwise be posed by site contamination, largely through land use restrictions that will ensure the property is used safely. The Brownfields Agreement prohibits the use of the entire property for residential purposes of any kind.

To receive the liability protection for existing contamination on the property provided by the Act, Eastwood, LLC must comply with the land use restrictions set forth in the Agreement. Property use is restricted in the Brownfields Agreement to forestry and/or silviculture, land conservation and industrial/commercial uses.

Eastbrook, LLC entered the Brownfields Program voluntarily. By choosing to enter the Brownfields Program, it is proactively managing the environmental issues on the property and ensuring its safe reuse. The Environmental Protection Agency (EPA) performed a large cleanup at the site in the early 1990s and removed more than 8,000 tons of contaminated soil and sludge and more than 25,500 gallons of contaminated liquid materials from the site. After the removal action, the site was studied by the EPA and they determined in 1995 that no further remedial actions were required at the property. This conclusion was reached after confirmatory soil and sediment samples. Additional assessment activities under the direction of DENR's Brownfields Program were done in 2005 and 2013, and no groundwater or surface water contamination was detected. Minimal soil contaminants exceeding industrial screening levels were found in just two of 16 soil samples collected in 2013 in the vicinity of the former wood treating process area. Out of an abundance of caution, the Brownfields Program also required that the prospective developer take a sample of the surface water and sediment on the site. Consistent with EPA findings from approximately 20 years ago, no sediment contamination was found.

The Brownfields Agreement that resulted from these sampling efforts is consistent with the Brownfields Property Reuse Act requirements to make the property suitable for the use intended by the prospective developer. To meet this statutory goal, the brownfield agreement requires that the property owner use the property solely for industrial or commercial uses, and that it notify DENR prior to soil being disturbed or excavated in the area designated "Area of Potential Soil Contamination" in the former process area where minor concentrations of soil contaminants were detected. The agreement further states that if a property owner plans to excavate, disturb or expose soil in this area, DENR can require additional testing or other measures by that property owner to ensure protection of human health and the environment at and near the property.

It is important to note that Eastbrook, LLC and future owners of any part of this brownfields property are still required to obtain any and all applicable permits, licenses, or certifications required to comply with any and all other applicable laws for protection of the environment. Also, the liability protections of this agreement apply only to existing contamination at the property and do not apply to contamination that may be caused by any future site operations.

Upon consideration of the public comment it received, DENR reviewed the site data and has determined that no revisions to the Brownfields Agreement are required to meet the brownfields statutory requirements.

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