Aquair-New

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Brownfields

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Mr. Bruce Nicholson
NCDENR- Brownfield Program
N.C. Department of Environment and Natural Resources
Division of Waste Management
Mail Service Center 1646
Raleigh, NC 27699-1646

Re: 13300 Sam Nealy Road @ Westinghouse Boulevard, Charlotte, NC
Brownfields Project ID 11043-07-60

Dear Mr. Nicholson:

I am an owner of a 154-acre site on Westinghouse Blvd. and Sam Nealy Road. My father, Peter S. Gilchrist, Jr. and his brother C. W. Gilchrist, jointly owned the property until their deaths in 1985 and 1987 respectively, after which my brother and I inherited our father's interest and our cousins inherited their father's share.

From 1960 to 1988 the property was leased and occupied first by Chemetrol and subsequently Aqua-Air. These companies reclaimed and processed waste materials sent from other companies and agencies primarily engaged in the printing and textile industries. From the time of my father's death in 1985 until approximately 1993, First Union National Bank managed the property pursuant to an arrangement of my Uncle.

Aqua-Air ceased operation in 1988 and the property has been vacant since that time. In 1995 we filed a lawsuit against Chemetrol, Aqua-Aire and the PRP's who had submitted materials that contributed to the contamination of the property. After a settlement in 1998, remediation efforts were conducted on behalf of the present owners. S&ME, Inc. a qualified contractor under the

REC program was engaged to do the work. Shield Engineering, Inc. subsequently replaced S&ME when the assigned manager of S&ME was not performing. Since that time there have been substantial efforts and expenditures to remediate the contamination and to insure that there is no expansion of the contamination.

We met four years ago with Ms. Carolyn Minnich for her guidance in seeking a Brownfield Agreement on the property. At that time we were told that the present owners were not eligible for the Brownfield Program because we had possibly contributed to the contamination, which we stress, is not the case. We believe the present owners meet the definition of a Prospective Developer and are therefore eligible for a Brownfield agreement. The Brownfields statute indicates that the definition of a Prospective Developer is ".. any person with a bona fide demonstrable desire to either buy or sell a Brownfields property for the purpose of developing or redeveloping that Brownfields property and who did not cause or contribute to the contamination at the Brownfields property."

We have been actively attempting to sell the property for many years but have found it impossible to negotiate a sale and a fair price due to the environmental contamination.

In February 2011, we re-contacted Ms. Minnich about entry of the site into the Brownfields program. Ms. Minnich indicated that we could pay the initial fee to get the Brownfields process moving forward, negotiate the terms of an agreement, and that we could address issues of our eligibility at a later date. We subsequently paid the initial fee and, as requested by your program, we completed additional groundwater, surface water, and sediment testing, and completed soil vapor tests. These activities were completed in November 2011.

It is my understanding that your agency has in hand all of the technical information and reports required to prepare a draft Brownfields agreement for the site. However, to date, we have not received a draft agreement for review. This is the reason for my letter.

We are confident that being able to put this property into productive use will be very beneficial to the citizens of Mecklenburg County and to the State of North Carolina. I imagine it will also be a big success story for NCDENR and for the Brownfields program.

Most sincerely,

Peter S. Gilchrist, III