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SOUTHERN WOOD PIEDMONT COMPANY
(WILMINGTON)

State Inactive Hazardous Sites Program
NCD 058 517 467

Folders

1. General Correspondence file, 1989—

DWQ Files—Folders

1. General Correspondence file, 1975—2000
2. Soil, Sediment, and Surface Water Assessment Report: May 1996
3. Expanded Site Inspection: July 1997

DWQ Files—Bound Reports

1. Geotechnical Investigation Report, City of Wilmington: April 1982

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENT AND NATURAL RESOURCES

DIVISION OF WASTE MANAGEMENT

May 24, 1999



JAMES B. HUNT JR.
GOVERNOR

WAYNE MCDEVITT
SECRETARY

WILLIAM L. MEYER
DIRECTOR

VIA UPS OVERNIGHT MAIL

Mr. Jeff Rosbach, President
Southern Wood Piedmont Company
591 Springfield Road
Spartanburg, SC 29304

SUBJECT: Finalized Administrative Order on Consent
Southern Wood Piedmont Site
Wilmington, New Hanover County, NC
USEPA ID Number: NCD 058 517 467

Dear Mr. Rosbach:

I am pleased to inform you that the US EPA has approved our request for deferral of the Southern Wood Piedmont site. Enclosed is a copy of the Administrative Order on Consent (AOC) that was signed today, May 24, 1999.

Pursuant to the execution of this AOC, the next step in the process is the submittal of four (4) copies of the Remedial Investigation Report to the division within thirty (30) days, no later than June 24, 1999. If you have any questions, please contact Stuart Parker at (919) 733-2801, ext. 277.

Sincerely,


William L. Meyer, Director
Division of Waste Management

Attachments

cc: Stuart Parker
Pat DeRosa
Rob Gelblum
Bill Arrants, SWP
Layton Bedsole, NC State Ports Authority
Tom Pollard, City of Wilmington
Luis Flores, US EPA
New Hanover County Library, Information Repository

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

**IN RE: SOUTHERN WOOD PIEDMONT CO.
NCD 058 517 467
WILMINGTON, NORTH CAROLINA
NEW HANOVER COUNTY**

**ADMINISTRATIVE ORDER
ON CONSENT PURSUANT TO
N.C.G.S. 130A-310.9(b) AND
SUPERFUND STATE DEFERRAL
MEMORANDUM OF
AGREEMENT**

DOCKET NUMBER 97-SF-117

The following constitutes the agreement of the parties hereto. This Administrative Order on Consent (Consent Order) is entered into pursuant to the Superfund State Deferral Memorandum of Agreement between the US EPA Region IV (EPA) and the State of North Carolina. Southern Wood Piedmont Company concurs with the conclusions of law contained herein solely for purposes of this Consent Order.

I. JURISDICTION

This Consent Order is entered into under authority vested in the Secretary of the North Carolina Department of Environment and Natural Resources (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.). N.C.G.S. 130A-310 *et seq.* The Secretary of the Department has delegated this authority to the Director of the North Carolina Division of Waste Management (Director).

II. STATEMENT OF PURPOSE

This Consent Order is entered into for the purpose of addressing the hazardous substance or waste disposal site (the Site) defined in Section III. A. of this Consent Order, which the Department has determined endangers public health or the environment. In entering into this Consent Order, the objective of the Division of Waste Management (Division) and Southern Wood Piedmont Company is for Southern Wood Piedmont Company to implement a voluntary remedial action program approved by the Division involving: (1) preparation of a Remedial Investigation Plan to evaluate the extent of contamination related to wood preserving operations conducted on the Site, whether comingled with other contaminants or not; (2) implementation of the Remedial Investigation Plan; (3) completion of a Remedial Action Plan to evaluate alternatives for meeting cleanup standards; and (4) implementation of the approved Remedial Action Plan.

III. STIPULATIONS OF FACT

- 1PK
1PK
- A. "The Site" consists of ~~two contiguous~~ properties, currently owned by the ~~City of~~ ^{1PK} ~~Wilmington~~ and the State Ports Authority, ^{1PK} ~~respectively~~, located on Greenfield Street, Wilmington, New Hanover County, North Carolina, and any additional area which has become contaminated as a result of hazardous substances or waste disposed at that property.
- B. Southern Wood Piedmont Company or a predecessor company conducted wood treating operations at the Site from 1932 through 1983. Those operations included the use and application of creosote, pentachlorophenol, and chromated copper arsenate.
- C. Surface soil sampling at the Site has revealed the presence of polynuclear aromatic hydrocarbons, arsenic, and dioxins.
- D. Groundwater sampling at the Site has revealed the presence of volatile organics and polynuclear aromatic hydrocarbons in the groundwater, plus non-aqueous phase liquid creosote product in the subsurface.
- E. Sediment sampling in the site's drainage ditch, and downgradient along Greenfield Creek, has revealed the presence of polynuclear aromatic hydrocarbons characteristic of creosote.

IV. CONCLUSIONS OF LAW

- A. The substances identified in Sections III. C., D. and E. above are hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act/Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 *et seq.*, and are thus such substances for purposes of the Act pursuant to N.C.G.S. 130A-310(2).
- B. Disposal of hazardous substances referred to in the preceding paragraph has occurred at the Site within the meaning of N.C.G.S. 130A-310(3) pursuant to N.C.G.S. 130A-290(a)(6).
- C. 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).
- D. Southern Wood Piedmont Company 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.

- E. This Consent Order is authorized pursuant to the power of the Secretary under N.C.G.S. 130A-310.9(b), and by delegation the Director, 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. REIMBURSEMENT OF COSTS

- A. As evidenced by Attachment A hereto, Southern Wood Piedmont Company has paid, or agreed to repay, EPA \$619,069.84 in past federal response costs which EPA determines are owed in relation to the Site. Those costs shall include, but may not be limited to, the costs of activities conducted by the Division and funded under federal Superfund cooperative agreements.
- B. Southern Wood Piedmont Company shall reimburse the Division for all federally funded oversight and enforcement costs the Division incurs pursuant to this Consent Order. The Division will mail Southern Wood Piedmont Company quarterly cost summaries and invoices for these costs. The cost summaries will be of the type provided by the Division to EPA as part of the documentation which the Division provides to EPA for cost recovery purposes. Within sixty (60) days of receiving each invoice, Southern Wood Piedmont Company shall submit full payment to the Division. Payment shall be by certified or cashier's check payable to "NC DENR".

VI. WORK TO BE PERFORMED

All work performed pursuant to plans approved under this Consent Order shall be under the direction and supervision of a professional engineer or a licensed geologist with expertise in hazardous substance site cleanup and comply with the current U.S. Environmental Protection Agency (EPA) Region IV, Environmental Investigations Standard Operating Procedures and Quality Assurance Manual, May 1996.

- A. Within thirty (30) days after the execution of this Consent Order, Southern Wood Piedmont Company shall submit to the Division four (4) copies of a Remedial Investigation Report organized in sections corresponding to and including at least the items listed below in Sections VI. D. and G.
- B. Within thirty (30) days of receiving notice from the Division of any deficiency in the Remedial Investigation Report, Southern Wood Piedmont Company shall submit to the Division information or material sufficient to correct such deficiency. The Division shall use best efforts to review this submission in a timely manner so that the Division's disapproval or authorization does not affect Southern Wood Piedmont's

ability to meet any time schedule or deadline in connection with any of its obligations under this Consent Order. When the Division determines that the Remedial Investigation is complete, the Division will notify Southern Wood Piedmont Company in writing.

- C. Should additional remedial investigation work phases be necessary, Southern Wood Piedmont Company 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 Division shall use best efforts to review this submission in a timely manner so that the Division's disapproval or authorization does not affect Southern Wood Piedmont's ability to meet any time schedule or deadline in connection with any of its obligations under this Consent Order. The requirements for the submittal and content of plans and reports under Sections VI. D., E., F., G., and H. 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.
- D. Within thirty (30) days of receiving notice from the Division of the additional work phase required, Southern Wood Piedmont Company shall submit to the Division four (4) copies of a Supplemental 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 site and surrounding property land use.
 2. A summary of all management practices employed at the site for hazardous wastes and any wastes managed on site that may have contained hazardous substances, including a list of types and amounts of waste generated (with RCRA waste codes), 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 wastes; and a summary of the nature of all on-site hazardous substance 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 survey plat (prepared and certified by a Registered Land Surveyor) including scale; benchmarks; north arrow; 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, underground utilities, storage vessels, existing on-site wells; and identification of all adjacent property owners and land usage.

5. A description of local geologic and hydrogeologic conditions.
6. Inventory and map of all wells, springs, and surface-water intakes used as sources of potable 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.
7. Identification of environmentally sensitive areas on and adjacent to the Site including:
 - Marine Sanctuaries
 - National and State Parks
 - Designated and proposed Federal and State Wilderness and Natural Areas
 - Areas identified under the Coastal Zone Management Act
 - Sensitive areas identified under the National Estuary Program or the Near Coastal Waters Program
 - Critical areas identified under the Clean Lakes Program
 - National Monuments
 - National and State Historical Sites
 - National and State Seashore, Lakeshore, and River Recreational Areas
 - Critical habitats and habitats known to be used by State or Federally designated or proposed endangered or threatened species or species under review as to their endangered or threatened status
 - National and State Preserves and Forests
 - National and State Wildlife Refuges
 - Coastal Barriers and Units of a Coastal Barrier Resources System
 - Federal land designated for protection of natural ecosystems
 - 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
 - Terrestrial areas utilized for breeding by large or dense aggregations of animals
 - Rivers State or Federally designated Scenic or Wild
 - State lands designated for wildlife or game management
 - Areas important to maintenance of unique biotic communities
 - State-designated areas for protection or maintenance of aquatic life
 - Wetlands
8. A copy of the current owner's(s') deed(s) to the property.
9. A chronological listing of all previous owners and each period of ownership since the property was originally developed from pristine land.
10. Operational history with aerial photographs and Sanborne Fire Insurance maps to support land-use history.
11. A list of all hazardous substances which have been used or stored at the site,

and approximate amounts and dates of use or storage as revealed by available written documentation and interviews with a representative number of former and current employees or occupants possessing relevant information.

12. Site environmental permit history, including copies of all federal, state, and local environmental permits, past and present, issued to Southern Wood Piedmont Company or within Southern Wood Piedmont Company custody or control.
13. 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.
14. 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.
15. Proposed methods, locations, depths of, and justification for, all sample collection points for all media sampled, including monitoring well locations and anticipated screened intervals.
16. Proposed field and laboratory procedures for quality assurance/quality control.
17. Proposed analytical parameters and analytical methods for all samples.
18. 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 work 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.
19. Equipment and personnel decontamination procedures.
20. A health and safety plan that conforms to OSHA requirements and assures that the health and safety of nearby residential and business communities will not be adversely affected by activities related to the remedial investigation.
21. A proposed schedule for site activities and reporting.

22. Any other information required by the Division or considered relevant by the remediating party.
 23. 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 Investigation Plan, Southern Wood Piedmont Company shall submit to the Division information or material sufficient to correct such deficiency. The Division shall use best efforts to review this submission in a timely manner so that the Division's disapproval or authorization does not affect Southern Wood Piedmont's ability to meet any time schedule or deadline in connection with any of its obligations under this Consent Order.
- F. When the Division determines that the Investigation Plan is complete, the Division will notify Southern Wood Piedmont Company in writing. Southern Wood Piedmont Company shall begin the Supplemental Remedial Investigation no sooner than receiving written approval of the Investigation Plan from the Division, nor later than thirty (30) days thereafter.
- G. Within one hundred twenty (120) days of receiving written approval of the Investigation Plan from the Division, Southern Wood Piedmont Company shall submit to the Division four (4) copies of a Supplemental 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 Registered 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. Any other information required by the Division or considered relevant by the remediating party.
 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.
- H. The Division shall use best efforts to review this submission in a timely manner so that the Division's disapproval or authorization does not affect Southern Wood Piedmont's ability to meet any time schedule or deadline in connection with any of its obligations under this Consent Order. Within thirty (30) days of receiving notice from the Division of any deficiency in the Supplemental Remedial Investigation Report, Southern Wood Piedmont Company 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 Southern Wood Piedmont Company in writing.

- I. Should additional remedial investigation work phases be necessary, Southern Wood Piedmont Company 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 Sections VI. D., E., F. G., and H. 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.
- J. If the Division determines that hazardous substances or waste disposed at the Site have affected any drinking water wells, Southern Wood Piedmont Company shall, by a deadline established by the Division, provide an alternate drinking water source for users of those wells.
- K. Following Southern Wood Piedmont Company's completion of the Remedial Investigation, the Division will ascertain cleanup standards for each contaminated medium at the Site. The Division shall meet with Southern Wood Piedmont to review the basis for cleanup standards, risk levels, remedial alternatives, design, end use of the site, and institutional controls. Southern Wood Piedmont Company shall use the Division's cleanup standards to develop remedial alternatives in the Remedial Action Plan, as described in Section VI. L. of this Consent Order.
- L. Within ninety (90) days of receiving written notice from the Division that the Remedial Investigation is complete, Southern Wood Piedmont Company shall submit to the Division four (4) copies of its proposed Remedial Action Plan (Action Plan) for all contaminated media at the Site that exceed the cleanup standards ascertained by the Division, 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 Southern Wood Piedmont Company'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 and that cleanup goals established hereunder are met. These activities include, but are not limited to, well installation and abandonment, sampling, run-on/run-off control, and discharge of treated waste streams.
 6. The results of any treatability studies and/or additional site characterization needed to support the remedy.
 7. A description of methods of post-remedial and confirmatory sampling, and any necessary maintenance.
 8. A health and safety plan that conforms to OSHA requirements and assures that the health and safety of nearby residential and business communities will not be adversely affected by activities related to the Remedial Action.
 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. 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.
- M. Southern Wood Piedmont Company shall provide to the Division the number of additional copies of the proposed Action Plan determined by the Division to be required for distribution to the local health director, register of deeds, and each public library in the county where the Site is located, if requested by the Division. The Division shall also mail notice of the 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 Action Plan until at least thirty (30) days after public notice was provided.
- N. Within thirty (30) days of receiving notice from the Division of any deficiency in the Action Plan, Southern Wood Piedmont Company shall submit to the Division

information or material sufficient to correct such deficiency.

- O. Southern Wood Piedmont Company shall begin implementation of the Action Plan no sooner than receiving written approval from the Division nor later than sixty (60) days thereafter.
- P. Any requests for modifications of the approved 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.
- Q. Southern Wood Piedmont Company shall provide to the Division: weekly written or telephone progress reports each Friday during the soil and waste remedial action if less than one (1) month in duration; quarterly reports during groundwater remedial action, any soil and waste remedial action greater than one (1) month in duration, and any necessary post-remedial maintenance; and a final report with confirmatory sample data documenting complete implementation of the approved Action Plan. 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 Action Plan by the Division.

The final report shall be provided within one (1) month following complete implementation of the approved Action Plan. The Division shall use best efforts to review this submission in a timely manner so that the Division's disapproval or authorization does not affect Southern Wood Piedmont's ability to meet any time schedule or deadline in connection with any of its obligations under this Consent Order. The report shall include a certification under oath by a corporate official of Southern Wood Piedmont Company in charge of a principal business function stating: "To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this certification is true, accurate and complete." If the document includes any work which 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 the document includes any work which 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.

Within thirty (30) days of receiving notice from the Division of any deficiency in the reports required by this paragraph or in the implementation of the plans required by this Consent Order, Southern Wood Piedmont Company shall submit to the Division information or material sufficient to demonstrate correction of such deficiencies.

- R. When the Division determines that the following conditions apply, Southern Wood Piedmont Company shall submit, for the Division's approval, a survey plat for recordation which complies with N.C.G.S. 130A-310.8(a):

<u>Condition</u>	<u>Deadline for Submittal to Division</u>
(1) Remedial action or control of groundwater only is required.	Within thirty (30) days of receiving notice from the Division that the remedial investigation is complete.
(2) Remedial action or control of groundwater and another environmental medium is required.	Within thirty (30) days of receiving notice from the Division that non-groundwater remedial action is complete.
(3) Recordation is appropriate as part of the approved remedy.	Within thirty (30) days of receiving notice from the Division to submit such a plat.

- S. When the Division determines that implementation of the approved Action Plan and the final report is complete, the Division will notify Southern Wood Piedmont Company in writing. Thereafter, if Southern Wood Piedmont Company believes it has remediated the Site to current standards as provided in Part 5, Article 9 of Chapter 130A of the North Carolina General Statutes, it may submit a written request to the Division for such a determination, accompanied by the fee required by N.C.G.S. 130A-310.39(a)(2).

VII. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

- A. The Division or its representatives may take split or duplicate samples of any samples collected by Southern Wood Piedmont Company pursuant to this Consent Order. Southern Wood Piedmont Company shall notify the Division not less than ten (10) days in advance of any sampling, assessment or remediation activities. This notification may be given verbally in the field by Southern Wood Piedmont Company to the Division.
- B. To the extent permitted by law, the Division or its representatives may conduct any field activity it deems appropriate in relation to the Site. Southern Wood Piedmont Company may take split or duplicate samples of any samples collected by the Division during such field activity.
- C. While this Consent Order 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 Consent Order; conduct such tests as the Division deems necessary; verify the data submitted to the Division by Southern Wood Piedmont Company; 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 Consent Order; and otherwise assess Southern Wood Piedmont Company's compliance with this Consent Order. All parties with access to the Site pursuant to this paragraph shall comply with all approved health and safety plans and the current U.S. Environmental Protection Agency (EPA) Region IV, Environmental Investigations Standard Operating Procedures and Quality Assurance Manual, May 1996.

- D. Unless a confidentiality claim covering information provided under this Consent Order 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 Southern Wood Piedmont Company. Southern Wood Piedmont Company agrees that under no circumstances shall analytical data generated pursuant to this Consent Order be considered confidential.
- E. In any government enforcement action brought against Southern Wood Piedmont Company, Southern Wood Piedmont Company 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 Southern Wood Piedmont Company at the Site or of other data gathered pursuant to this Consent Order.
- F. If Southern Wood Piedmont Company is unable by reasonable efforts to gain access to other property as necessary pursuant to this Consent Order, the Division shall assist Southern Wood Piedmont Company in obtaining access.

VIII. DELAY IN PERFORMANCE

As soon as Southern Wood Piedmont Company 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 Southern Wood Piedmont Company 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 Consent Order, financial difficulty for Southern Wood Piedmont Company in performing such work, failure by Southern Wood Piedmont Company to satisfy its obligations under this Consent Order (whether evidenced by a notice of deficiency or not), the pendency of dispute resolution, acts or omissions of Southern Wood Piedmont Company's contractors or representatives not otherwise constituting good cause, and failure by Southern Wood Piedmont Company 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 Southern Wood Piedmont Company's.

IX. DISPUTE RESOLUTION

If Southern Wood Piedmont Company wishes to dispute any decision of the Division made pursuant to this Consent Order and cannot resolve the matter through informal negotiations, it shall, within fourteen (14) days of being notified of such decision, submit to the Division a written statement of the grounds for its dispute and of the decision it advocates. Within a reasonable period following its receipt of such a written statement, the Division shall issue a written decision on the disputed matter. Within fourteen (14) days of receiving the Division's written decision on the dispute, the Division shall have received from Southern Wood Piedmont Company a written statement as to whether Southern Wood Piedmont Company shall abide by the decision. If the Division does not receive such a statement, or the statement is to the effect that Southern Wood Piedmont Company shall not abide by the decision on the dispute, this Consent Order shall be deemed dissolved. Termination of the deferral status of this Site shall also be grounds for dissolution of this Consent Order. In the event of dissolution of this Consent Order, the Division shall retain all its applicable enforcement rights against Southern Wood Piedmont Company and Southern Wood Piedmont Company shall retain all applicable defenses. Southern Wood Piedmont Company's invocation of dispute resolution shall not alone excuse noncompliance with this Consent Order or any requirement established pursuant thereto.

X. ADDITIONAL PROVISIONS

- A. All documents submitted by to the Division pursuant to this Consent Order shall be sent by certified mail, return receipt requested, by Federal Express or other equivalent overnight service, or hand delivered to:

Stuart F. Parker, Jr., Hydrogeologist
North Carolina Superfund Section
401 Oberlin Road - Suite 150
Raleigh, NC 27605-1350

The Division will direct all correspondence related to this Consent Order to:

William P. Arrants
Manager of Environmental Affairs/Regulatory Compliance
Southern Wood Piedmont Company
P.O. Box 5447
Spartanburg, South Carolina 29304

- B. This Consent Order shall be binding upon, and inure to the benefit of, Southern Wood Piedmont Company, its agents, successors and assigns. The signatory for Southern Wood Piedmont Company to this Consent Order certifies that he/she is authorized to execute and legally bind Southern Wood Piedmont Company as to this Consent Order.

- C. Southern Wood Piedmont Company shall provide a copy of this Consent Order to each contractor or other person or entity retained to perform any work under this Consent Order within seven (7) days after the effective date of this Consent Order or the date of retaining their services, whichever is later. Southern Wood Piedmont Company shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Southern Wood Piedmont Company is responsible for compliance with this Consent Order and for ensuring that such contractors or other persons or entities comply with this Consent Order. Submittal by Southern Wood Piedmont Company of each document pursuant to this Consent Order shall constitute certification by the signatory and by Southern Wood Piedmont Company of the truth, accuracy and completeness of the information contained in that document.
- D. Subject to the reservation of rights in Section X.E. of this Consent Order, upon payment of the amounts specified in Section V. (Reimbursement of Costs) and upon completion of the work specified in Section VI. (Work to Be Performed) of this Consent Order to the satisfaction of the Division, the Department covenants not to sue or take any other civil or administrative action against Southern Wood Piedmont Company for any and all civil liability for injunctive relief or reimbursement of response costs in relation to the Site.
- E. The covenant not to sue set forth in Section X.D. above does not pertain to any matters other than those expressly specified in Section X.D. above. The Department reserves and the Consent Order is without prejudice to all rights against Southern Wood Piedmont Company with respect to all other matters, including but not limited to, the following:
- (1) claims based on a failure by Southern Wood Piedmont Company to meet a requirement of this Consent Order, including but not limited to Section V. (Reimbursement of Costs), Section VI. (Work to be Performed), Section VII. (Sampling, Access, and Data/Document Availability), and Section X. (Additional Provisions);
 - (2) any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by Southern Wood Piedmont Company, its successors, assignees, lessees or sublessees;
 - (3) any liability resulting from exacerbation by Southern Wood Piedmont, its successors, assignees, lessees or sublessees, of contamination at the Site;
 - (4) any liability relating to hazardous substances, pollutants or contaminants not present or existing on or under the Site as of the effective date of this Consent Order;
 - (5) criminal liability;

- (6) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by the Department, to the extent permitted by law; and
 - (7) liability for violations of local, State or federal law or regulations.
- F. In the event the Division determines Southern Wood Piedmont Company is in violation of this Consent Order or requirements established pursuant thereto, the Division may: order Southern Wood Piedmont Company to remedy the violation(s) or temporarily or permanently halt implementation of this Consent Order; conduct part or all of the remediation itself, seek cost recovery; and/or take any other action within the Division's enforcement authority regarding inactive hazardous substance or waste disposal sites. In that event, Southern Wood Piedmont Company shall retain all applicable defenses. The dispute resolution procedure set forth in Section IX. above, in addition to applying to all other decisions made by the Division pursuant to this Consent Order, shall also apply to any determination by the Division that Southern Wood Piedmont is in violation of this Consent Order or requirements established pursuant thereto.
- G. To protect the public health or the environment, the Division may order a temporary or permanent halt to implementation of this Consent Order, or order actions within its authority regarding inactive hazardous substance or waste disposal sites in addition to or other than those required hereunder.
- H. All actions required pursuant to this Consent Order 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 Consent Order now or later.
- I. Southern Wood Piedmont Company agrees to indemnify and save and hold harmless the State of North Carolina, and its agencies, departments, officials, agents, employees, contractors and representatives, including without limitation the State Ports Authority, from any and all claims or causes of action arising from or on account of acts or omissions of Southern Wood Piedmont Company or its officers, employees, receivers, trustees, agents, or assigns in relation to the Site. The State of North Carolina shall give prompt, written notice to Southern Wood Piedmont Company of all such claims or causes of action. Except to the extent this Consent Order constitutes a contract, neither the State of North Carolina nor any agency or representative thereof shall be held to be a party to any contract involving Southern Wood Piedmont Company relating to the Site.

- J. Southern Wood Piedmont Company shall preserve, for at least six (6) years after termination of this Consent Order, 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 Consent Order. After this six (6)-year period, Southern Wood Piedmont Company shall notify the Division at least thirty (30) days prior to the destruction of any such records and documents. Southern Wood Piedmont Company 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. Southern Wood Piedmont Company may assert any available right to keep particular records and documents, other than analytical data, confidential.
- K. Except as otherwise provided herein, this Consent Order shall not constitute a satisfaction of, or release from, liability for any claim arising as a result of operation, ownership or use of the Site by Southern Wood Piedmont Company, its agents, contractors, lessees, successors or assigns.
- L. This Consent Order may not be modified without the written consent of the parties.
- M. Except for obligations under Section X. F., G. and J. above, this Consent Order shall terminate when Southern Wood Piedmont Company receives written notice from the Division that all activities required pursuant to this Consent Order have been completed to the Division's satisfaction.

This Consent Order is entered into on the 24 th day of May 1999:

William L Meyer
 William L. Meyer, Director
 Division of Waste Management
 North Carolina Department of Environment
 and Natural Resources

By: Jeff Rosbach
 (Signature)
Jeff Rosbach, President
 Name of Signatory, Title
Southern Wood Piedmont
 Company

CERCLA SECTION 122 (h) (1) AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS

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CERCLA SECTION 122(h) (1) AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS

IN THE MATTER OF:)	AGREEMENT FOR RECOVERY
)	OF PAST RESPONSE COSTS
Southern Wood Piedmont Superfund Site))	
Wilmington, New Hanover County)	U.S. EPA Region 4
North Carolina)	CERCLA Docket No.99-01-C
)	
Southern Wood Piedmont Co. and)	
its parent company, Rayonier, Inc.)	PROCEEDING UNDER SECTION
)	122(h) (1) OF CERCLA-
Settling Parties.)	42 U.S.C. § 9622(h) (1)
)	
)	

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h) (1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 6922(h) (1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. This authority has been redelegated through the Director, Waste Management through the Associate Division Director for the Office of Superfund and Emergency Response to the Chief, Waste Programs Division.

2. This Agreement is made and entered into by EPA and the Southern Wood Piedmont Co. and its parent company Rayonier, Inc. ("Settling Parties"). The Settling Parties consent to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Southern Wood Piedmont Superfund Site ("Site") located on Greenfield Street, Wilmington, New Hanover County, North Carolina. The Site is located in a light industrial area and was formerly a wood treatment and storage facility operated by the Settling Party. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. During operation of the facility, the Settling Party, Southern Wood Piedmont Co. used creosote, pentachlorophenol and chromated copper arsenate in its wood treating processes at the Site. These identified substances are hazardous substances pursuant CERCLA, 42 U.S.C. Section 9601 *et seq.*

5. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. In January 1985, EPA conducted a Screening Site Investigation which included the collection of groundwater, subsurface soils in land farming areas, surface water, and biological tissue samples. The sample results indicated the presence of organic constituents of creosote and inorganics associated with chromated copper arsenate. Subsequently, EPA conducted an Expanded Site Investigation (ESI) to further determine the nature of the contaminants present at the Site; to confirm if a release occurred and the attribution of those contaminants to the Site; and to identify possible pathways by which contamination could migrate from the Site. During the ESI additional samples were taken including biological tissue and subsurface soil samples. These investigations were detailed in a Report dated July 16, 1997.

6. In performing this response action, EPA incurred response costs at or in connection with the Site.

7. EPA alleges that the Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is liable for response costs incurred at or in connection with the Site.

8. EPA and the Settling Parties desire to resolve Settling Parties' alleged civil liability for Past Response Costs without litigation and without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

9. This Agreement shall be binding upon EPA and upon the Settling Parties and its successors and assigns. Any change in ownership or corporate or other legal status of the Settling Parties, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the Settling Parties' responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

f. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

g. "Parties" shall mean EPA and the Settling Parties.

h. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA has paid at or in connection with the Site through April 24, 1998, but do not include Interest accrued on all such costs through such date.

i. "Section" shall mean a portion of this Agreement identified by a roman numeral.

j. "Settling Parties" shall mean Southern Wood Piedmont Company and its parent company, Rayonier, Inc.

k. "Site" shall mean the Southern Wood Piedmont Superfund Site which consists of the areal extent of all groundwater, sediment, soil and surface water contamination emanating from that property. The Site property is located on Greenfield Street in Wilmington, New Hanover County, North Carolina, and encompasses approximately fifty two acres of land bordered by Amerada Hess Petroleum Terminal to the north, the Paktank Petroleum Terminal to the south, the Cape Fear River to the West and the Optimist Park and Front Street to the east. The Site consists of two contiguous properties; currently, thirty five acres in the northern and central portion of the Site are owned by the City of Wilmington and the remaining seventeen acres are owned by the North Carolina State Ports Authority.

1. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

11. Within 30 days of the effective date of this Agreement, the Settling Party shall pay to the EPA Hazardous Substance Superfund \$619,069.84, in reimbursement of Past Response Costs.

12. Payments shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number 04-48, and the EPA docket number for this action, and shall be sent to:

U.S. EPA Region 4
Attention: Superfund Accounting
P.O. Box 100142
Atlanta, Georgia 30384

13. At the time of payment, the Settling Parties shall send notice that such payment has been made to:

Paula Batchelor
Cost Recovery Section
61 Forsyth Street, SW
Atlanta, Georgia 30365

VI. FAILURE TO COMPLY WITH AGREEMENT

14. In the event that any payment required by Paragraph 11 is not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

15. If any amounts due to EPA under Paragraph 11 are not paid by the required date, Settling Parties shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 14, \$200.00 per day that such payment is late.

16. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 12 and 13.

17. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is

due, and shall continue to accrue through the day the U.S. EPA receives full payment.

18. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, if Settling Parties fail or refuse to comply with any term or condition of this Agreement it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

VII.. COVENANT NOT TO SUE BY EPA

20. Except as specifically provided in Paragraph 21 (Reservations of Rights by EPA), EPA covenants not to sue Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Reimbursement of Response Costs) and Section VI, Paragraphs 14 (Interest on Late Payments) and 15 (Stipulated Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of its obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

21. The covenant not to sue by EPA set forth in Paragraph 20 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against the Settling Parties with respect to all other matters, including but not limited to:

a. liability for failure of Settling Parties to meet a requirement of this Agreement;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

23. The Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

24. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

25. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA and the Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

26. EPA and the Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by the Settling Party. The Settling Parties do not admit, and retain the right

to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

27. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

28. Settling Parties agree that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, they will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Parties also agree that, with respect to any suit or claim for contribution brought against them for matters related to this Agreement, they will notify EPA in writing within 10 days of service of the complaint or claim upon them. In addition, Settling Parties shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

29. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 20.

XI. RETENTION OF RECORDS

30. Until six years after the effective date of this Agreement, each Settling Party shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

31. After the conclusion of the document retention period in the preceding paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or

documents, and, upon request by EPA, Settling Parties shall deliver any such records or documents to EPA. Settling Parties may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Party shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor.

32. By signing this Agreement, Settling Parties certify individually that, to the best of their knowledge and belief, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Parties regarding the Site; and

b. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)

33. By signing this Agreement, Settling Parties agree to provide EPA with any and all requested non-privilege information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site available to EPA. Any assertions by Settling Parties that a document is privilege will be subject to the requirements in paragraph 31.

XII. NOTICES AND SUBMISSIONS

34. Whenever, under the terms of this Agreement, notice is

required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

As to EPA:

Marlene J. Tucker
Environmental Accountability Division
Office of Legal Support
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

Luis Flores
North Site Remedial Branch
North Carolina Section
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

As to Settling Parties:

William H. Kitchens, Esq.
Arnall, Golden & Gregory, LLP
2800 One Atlantic Center
1201 W. Peachtree Street
Atlanta, Georgia 30309

Lisa Palumbo
Vice President & General Counsel
Rayonier Inc.
1177 Summer Street
Stamford, Connecticut 06904

XIII. INTEGRATION

35. This Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement.

XIV. PUBLIC COMMENT

35. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or

considerations which indicate that this Agreement is inappropriate, improper or inadequate.

XV. ATTORNEY GENERAL APPROVAL

36. The Attorney General or her designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XVI. EFFECTIVE DATE

37. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 35 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:

Dance Queen Knight, CHMM
[Name]

Joz Chief, Programs Service Branch

12/31/98

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of SOUTHERN WOOD PIEDMONT SUPERFUND SITE., U.S. EPA Region 4. CERCLA Docket No. 99-01-C, located in Wilmington, New Hanover County, North Carolina:

FOR SETTLING PARTY: Southern Wood Piedmont
[Name]

P.O. Box 5447
[Address] Spartanburg, SC

By: [Signature]
[Name]

Dec 21, 1998
[Date]



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

MAY 17 1999

4WD

Mr. William L. Meyer, Director
Division of Waste Management
North Carolina Department of Environment and
Natural Resources
Suite 150
401 Oberlin Road
Raleigh, NC 27605



SUBJ: Deferral Approval for Southern Wood Piedmont Site in Wilmington, North Carolina
(NCD 058 517 467)

Dear Mr. Meyer:

The Environmental Protection Agency (EPA) is in receipt of your request and supporting documentation, dated April 28, 1999, for the deferral of the Southern Wood Piedmont Site in Wilmington (NCD 058 517 467) to the State of North Carolina. Under this deferral, the North Carolina Department of Environment and Natural Resources will take the lead in overseeing the Potentially Responsible Parties in their investigative activities and, if necessary, cleanup of the Site. EPA concurs with the State's request to defer the above referenced Site and will replace Appendix B - Sites Deferred to the State of North Carolina in the Superfund State Deferral Memorandum of Agreement with the amended copy the State supplied. EPA does not intend to pursue listing this Site on the National Priority List while the Site is deferred to the State.

EPA is appreciative of the willingness of the Division of Waste Management, North Carolina Department of Environment and Natural Resources to accept this new challenge. If you have any questions, please contact Luis E. Flores at 404-562-8807.

Sincerely,

Richard D. Green
Director
Waste Management Division

P. O. Box 5447
Spartanburg, S.C. 29304
Phone: (864) 599-1070
FAX: (864) 599-1087



Southern Wood Piedmont Company

January 28, 1999

RECEIVED

JAN 29 1999

SUPERFUND SECTION

Stuart F. Parker, Jr.
Hydrogeologist
NC Superfund Section
401 Oberlin Road, Suite 150
Raleigh, NC 27605-1350

Re: Signed AOC
Southern Wood Piedmont Site
Wilmington, New Hanover County, NC
USEPA ID Number NCD058517467

Dear Mr. Parker:

The Administrative Order on Consent Pursuant to NCGS 130A-310.9(b) and Superfund State Deferral Memorandum of Agreement is enclosed. The document has been signed by Jeff Rosbach, President of Southern Wood Piedmont Company.

As we discussed, the language in the AOC's section III. A. has been revised to state more accurately the current ownership of the property.

Please contact me at 864-99-1070, extension 103 if you have any questions or comments.

Sincerely,

W. P. Arrants
Manager of Environmental Affairs/
Regulatory Compliance

CC: M. D. Pruett w/o
J. P. Rosbach w/o

Southern Wood Piedmont - Wilmington

4-20-90

- Facility burned
- Reconstructed
- Taylor Cr bought
- Southern Wood Preserving bought
- Southern Wood Piedmont bought in 1964
- 1967-1968 renegotiated lease
- Southern Wood Piedmont leased prop.
(Wilmington City is also a prop)
(~~State~~ State Ports Authority leased part of property)
- 1985 Consent Order w/ State
Landfarming in place
- ~ 30-40,000 tons of material excavated
- Southern Wood Piedmont is to submit
a completion report of consent agreement
this summer or Fall. A risk assessment
will follow.
- S.W. wishes to first meet the
requirements of the Haz. Was. Consent
Order & then satisfy Superfund.

POLLUTION INCIDENT/U.S.T. LEAK REPORTING FORM

OCT 2 1982
Division of Environmental Management
GROUNDWATER SECTION

① Incident # 12009
2. Tabulate only _____

TYPE OF ACTION POLLUTION CONTROL BRANCH

1. Emergency Response 2. Compliance Investigation	3. Complaint Investigation ④ Routine Inventory	5. U.S.T. Leak 6. Other: _____
POTENTIAL HAZARDS: ① Toxic Chemicals 2. Radioactivity 3. Air Emissions 4. Explosives 5. Fire		

INCIDENT DESCRIPTION

B	Incident Location/Name <u>SOUTHERN WOOD PIEDMONT - LAND APPLICATION</u> Address <u>GREENFIELD ST.</u> City/Town <u>WILMINGTON</u> County <u>NEW HANOVER</u> Region <u>WI20</u> Briefly Describe Incident FROM 1964-1983 A WOOD PRESERVING OPERATION WAS CARRIED OUT ON THE SITE. VARIOUS LEAKS AND SPILLS RESULTED IN SEVERAL AREAS OF CONTAMINATED SOILS. CONTAMINATED SOILS ARE BEING LANDFARMED ON SITE.				
	<table style="width: 100%;"> <tr> <td style="width: 25%;">Date Incident Occurred or Leak Detected <u>1964-1983</u></td> <td style="width: 25%;">If L.U.S.T., How Leak Was Detected</td> <td style="width: 25%;"> 1. Tank Gauging 2. Vapor Monitoring 3. GW Monitoring 4. Contractor who tightness tested, removed tank, or installed leak detection system. _____ </td> <td style="width: 25%;"> 5. Interstitial Monitoring 6. Tank Removal 7. Tightness Test 8. Other _____ </td> </tr> </table>	Date Incident Occurred or Leak Detected <u>1964-1983</u>	If L.U.S.T., How Leak Was Detected	1. Tank Gauging 2. Vapor Monitoring 3. GW Monitoring 4. Contractor who tightness tested, removed tank, or installed leak detection system. _____	5. Interstitial Monitoring 6. Tank Removal 7. Tightness Test 8. Other _____
Date Incident Occurred or Leak Detected <u>1964-1983</u>	If L.U.S.T., How Leak Was Detected	1. Tank Gauging 2. Vapor Monitoring 3. GW Monitoring 4. Contractor who tightness tested, removed tank, or installed leak detection system. _____	5. Interstitial Monitoring 6. Tank Removal 7. Tightness Test 8. Other _____		

PERSON REPORTING INCIDENT

C	Name <u>HUGH CALDWELL</u>	Date <u>3/15/82</u>	Time <u>DNA</u>
	Company/Agency <u>CITY OF WILMINGTON</u>	Telephone <u>(919) 341-7807</u>	
	REPORTED BY: 1. Tank owner/operator ② Government agency 3. Private (3rd party) 4. Facility owner (Non-L.U.S.T.) 5. Other: _____		

RECOMMENDED ACTION

D	(MULTIPLE CHOICES POSSIBLE)		
	1. Investigation complete	3. Initiate/complete cleanup	5. Drilling support
	2. Continue investigation	④ Long-term remedial action	6. Issue NOV
	7. Confirm leak		
	8. Monitoring plan		
	Comments <u>THIS IS A SUPERFUND SITE AND SUBJECT OF A SOLID WASTE MANAGEMENT CONSENT ORDER</u>		
	CLEANUP LEAD	① Responsible Party	Site Priority Ranking <u>70</u>
		2. State	
	D.E.M. Regional Contact <u>RICK SHIVER</u>	Signature <u>P.R. Dickey</u>	Date <u>9/24/90</u>

RICK SHIVER 9-24-90

POLLUTION INCIDENT/U.S.T. LEAK REPORTING FORM

POLLUTANTS INVOLVED

	MATERIALS INVOLVED	AMOUNT STORED OR TANK CAPACITY	AMOUNT LOST	AMOUNT RECOVERED
E	<u>CREOSOTE</u>	<u>UNK</u>	<u>UNK</u>	<u>UNK</u>
	<u>PENTACHLOROPHENOL</u>	<u>UNK</u>	<u>UNK</u>	<u>UNK</u>
	<u>COPPER CHROMATE ARSENATE</u>	<u>UNK</u>	<u>UNK</u>	<u>UNK</u>

IMPACT ON SURFACE WATERS

F	WATERS AFFECTED	1. Yes	2. No	③ Potentially	Distance to Stream (ft)	<u>800</u>
	Fish Kill	1. Yes	② No	Name of Stream	Stream Class	<u>SC</u>

IMPACT ON DRINKING WATER SUPPLIES

G	WELLS AFFECTED	1. Yes	② No	3. Potentially	No. of Wells Affected	No. of Wells Potentially Affected
	Population Served By Affected Wells	Estimated Population Served By Potentially Affected Wells			Aquifer(s) Being Used <u>CITY WATER</u> 1. Water Table 2. Confined 3. Bedrock	

POTENTIAL SOURCE OF POLLUTION

H	PRIMARY SOURCE OF POTENTIAL POLLUTION (Select one)	PRIMARY POLLUTANT TYPE (Select one)	LOCATION	SETTING	
	1. Intentional dump	13. Well	1. Pesticide/herbicide	① Facility	1. Residential
	2. Pit, pond, lagoon	14. Dredge spoil	2. Radioactive waste	2. Railroad	② Industrial
	3. Leak-underground	15. Nonpoint source	3. Gasoline/diesel	3. Waterway	3. Urban
	4. Spray Irrigation		4. Heating oil	4. Pipeline	4. Rural
	⑤ Land application	5. Other petroleum prod.	5. Dumpsite		
	6. Animal feedlot	6. Sewage/septage	6. Highway		
	7. Source unknown	7. Fertilizers	7. Residence		
	8. Septic tank	8. Sludge	8. Other		
	9. Sewer line	⑨ Solid waste leachate	Confirmed Violation of: 1. 15 NCAC 2L <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 2. Article 21A Part I <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Article 21A Part II <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 4. Federal/State U.S.T. rules <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	10. Stockpile	10. Metals			
	11. Landfill	11. Other Inorganics			
	12. Spill-surface	12. Other organics			
	If other sources, list corresponding No's.				
	If multiple pollutant types, list corresponding No's.				
	If PIRF previously submitted for Nonprimary Sources, list Incident No's.				

POLLUTION INCIDENT/U.S.T. LEAK REPORT

LOCATION OF INCIDENT

7 1/2 Min. Quad Name

WILMINGTON

Lat. : Deg : Min : Sec : 34° 12' 57" N

Five Min. Quad Number

DD-31, i-

Long. : Deg : Min : Sec : 77° 56' 56" W

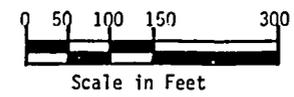
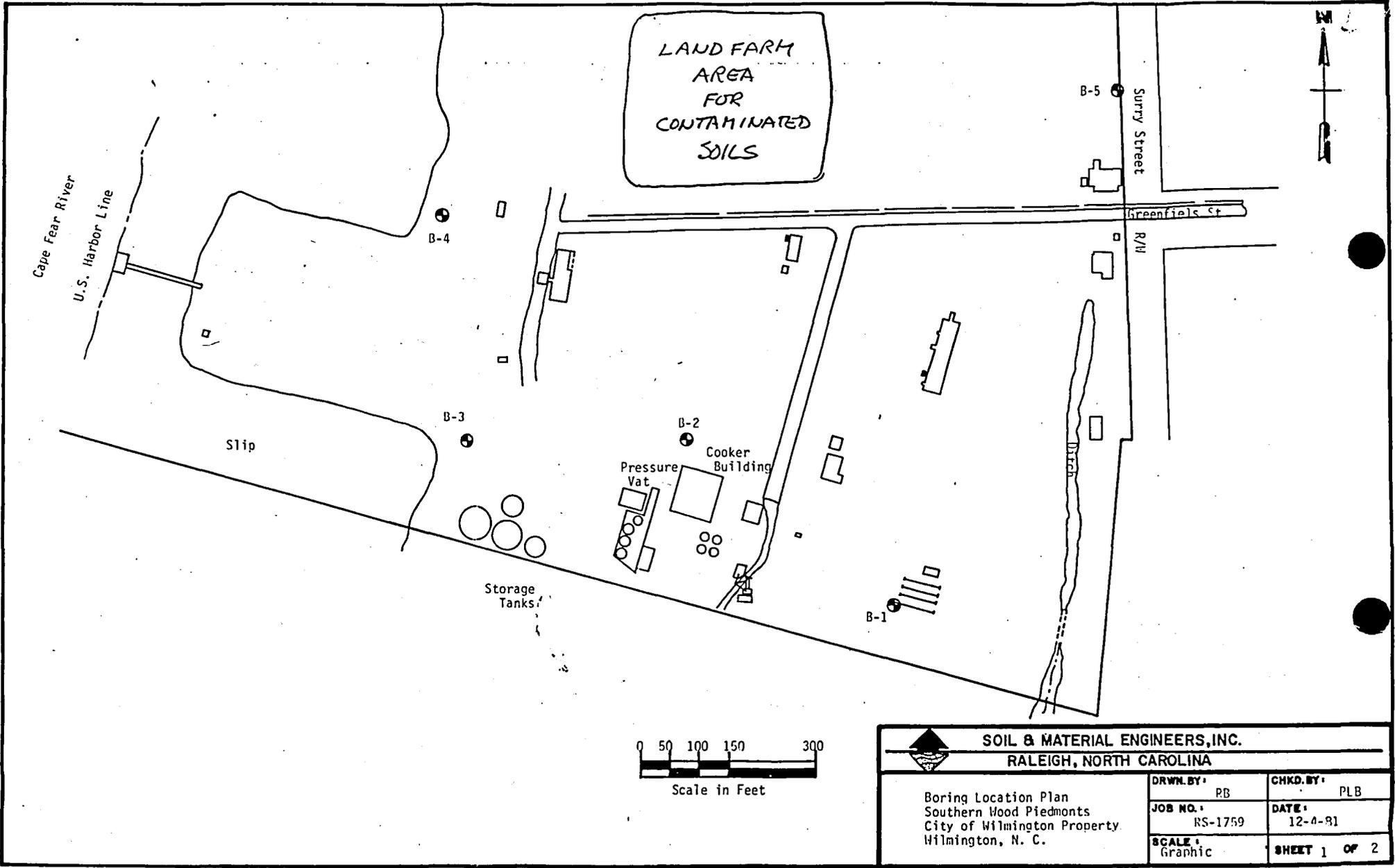
Draw Sketch of Area

SEE ATTACHED

K

Sketch Should Identify The Following:

- 1. Pollutant Source(s)
- 2. Impacted and Threatened Water Supplies
- 3. Direction of Overland Flow
- 4. Significant Recharge and Discharge Features
- 5. Relative Physical Structures (roads, buildings, etc.)
- 6. North Arrow
- 7. Scale



 SOIL & MATERIAL ENGINEERS, INC. RALEIGH, NORTH CAROLINA			
Boring Location Plan Southern Wood Piedmonts City of Wilmington Property Wilmington, N. C.		DRWN. BY: PB	CHKD. BY: PLB
		JOB NO.: RS-1759	DATE: 12-4-81
		SCALE: Graphic	SHEET 1 OF 2

POLLUTION INCIDENT/U.S.T. LEAK REPORTING FORM

RECEIVED

Division of Environmental Management
GROUNDWATER SECTION

① Incident # 5977
2. Tabulate only _____

OCT 2 1990
TYPE OF ACTION

RECEIVED
OCT 2 1990

A	1. Emergency Response 2. Compliance Investigation	POLLUTION CONTROL BRANCH ④ Routine Inventory	U.S.T. Leak 6. CONTROL BRANCH
	POTENTIAL HAZARDS: ① Toxic Chemicals 2. Radioactivity 3. Air Emissions 4. Explosives 5. Fire		

INCIDENT DESCRIPTION

B	Incident Location/Name <u>SOUTHERN WOOD PIEDMONT - LAGOON lagoon</u>														
	Address <u>GREENFIELD ST.</u>														
	City/Town <u>WILMINGTON</u>	County <u>NEW HANOVER</u>	Region <u>WIRO</u>												
	Briefly Describe Incident														
	<p><u>FROM 1964-1983 A WOOD PRESERVING OPERATION WAS CARRIED OUT ON SITE. TANK SLUDGE AND CONTAMINATED SOIL WERE DEPOSITED IN A SURFACE IMPOUNDMENT.</u></p>														
Date Incident Occurred or Leak Detected <u>1964-83</u>	If L.U.S.T., How Leak Was Detected	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">1. Tank Gauging</td> <td style="width: 25%;">5. Interstitial Monitoring</td> <td style="width: 25%;">8. Other _____</td> </tr> <tr> <td>2. Vapor Monitoring</td> <td>6. Tank Removal</td> <td>_____</td> </tr> <tr> <td>3. GW Monitoring</td> <td>7. Tightness Test</td> <td>_____</td> </tr> <tr> <td colspan="3">4. Contractor who tightness tested, removed tank, or installed leak detection system. _____</td> </tr> </table>		1. Tank Gauging	5. Interstitial Monitoring	8. Other _____	2. Vapor Monitoring	6. Tank Removal	_____	3. GW Monitoring	7. Tightness Test	_____	4. Contractor who tightness tested, removed tank, or installed leak detection system. _____		
1. Tank Gauging	5. Interstitial Monitoring	8. Other _____													
2. Vapor Monitoring	6. Tank Removal	_____													
3. GW Monitoring	7. Tightness Test	_____													
4. Contractor who tightness tested, removed tank, or installed leak detection system. _____															

PERSON REPORTING INCIDENT

C	Name <u>HUGH CALDWELL</u>	Date <u>3/15/82</u>	Time <u>3:45</u>
	Company/Agency <u>CITY OF WILMINGTON</u>	Telephone <u>(919) 341-7807</u>	
	REPORTED BY: 1. Tank owner/operator ② Government agency 3. Private (3rd) party 4. Facility owner (Non-L.U.S.T.) 5. Other: _____		

RECOMMENDED ACTION

D	(MULTIPLE CHOICES POSSIBLE)			
	1. Investigation complete	3. Initiate/complete cleanup	5. Drilling support	7. Confirm leak
	2. Continue investigation	④ Long-term remedial action	6. Issue NOV	8. Monitoring plan
	Comments <u>THIS IS A SUPERFUND SITE</u>			
CLEANUP LEAD			Site Priority Ranking <u>70</u>	
D.E.M. Regional Contact		Signature	Date	
<u>RICK SHIVER</u>		<u>V.R. Dickey</u>	<u>9/24/90</u>	

RICK SHIVER

9-27-90

POLLUTION INCIDENT/U.S.T. LEAK REPORTING FORM

POLLUTANTS INVOLVED

	MATERIALS INVOLVED	AMOUNT STORED OR TANK CAPACITY	AMOUNT LOST	AMOUNT RECOVERED
E	<u>CREOSOTE</u>	<u>UNK</u>	<u>UNK</u>	<u>UNK</u>
	<u>PENTACHLOROPHENOL</u>	<u>UNK</u>	<u>UNK</u>	<u>UNK</u>
	<u>COPPER CHLORIDE ARSENATE</u>	<u>UNK</u>	<u>UNK</u>	<u>UNK</u>

IMPACT ON SURFACE WATERS

F	WATERS AFFECTED	1. Yes	2. No	③ Potentially	Distance to Stream(ft) <u>1000 ft.</u>
	Fish Kill	1. Yes	② No	Name of Stream <u>CAPE FEAR RIVER</u>	Stream Class <u>SC</u>

IMPACT ON DRINKING WATER SUPPLIES

G	WELLS AFFECTED	1. Yes	② No	3. Potentially	No. of Wells Affected	No. of Wells Potentially Affected
	Population Served By Affected Wells	Estimated Population Served By Potentially Affected Wells			Aquifer(s) Being Used <u>CITY WATER</u> 1. Water Table 2. Confined 3. Bedrock	

POTENTIAL SOURCE OF POLLUTION

H	<u>PRIMARY SOURCE OF POTENTIAL POLLUTION</u> (Select one)	<u>PRIMARY POLLUTANT TYPE</u> (Select one)	<u>LOCATION</u>	<u>SETTING</u>	
	1. Intentional dump	13. Well	1. Pesticide/herbicide	① Facility	
	② Pit, pond, lagoon	14. Dredge spoil	2. Radioactive waste	2. Railroad	② Industrial
	3. Leak-underground	15. Nonpoint source	3. Gasoline/diesel	3. Waterway	3. Urban
	4. Spray irrigation		4. Heating oil	4. Pipeline	4. Rural
5. Land application		5. Other petroleum prod.	5. Dumpsite		
6. Animal feedlot		6. Sewage/septage	6. Highway		
7. Source unknown		7. Fertilizers	7. Residence		
8. Septic tank		⑧ Sludge	8. Other		
9. Sewer line		9. Solid waste leachate	Confirmed Violation of:		
10. Stockpile		10. Metals			
11. Landfill		11. Other inorganics			
12. Spill-surface		12. Other organics			
If other sources, list corresponding No's.			1. 15 NCAC 2L _____ Yes <input checked="" type="checkbox"/> No		
If multiple pollutant types, list corresponding No's.			2. Article 21A Part I _____ Yes <input checked="" type="checkbox"/> No		
If PIRF previously submitted for Nonprimary Sources, list Incident No's.			3. Article 21A Part II _____ Yes <input checked="" type="checkbox"/> No		
			4. Federal/State U.S.T. rules _____ Yes <input checked="" type="checkbox"/> No		

POLLUTION INCIDENT/U.S.T. LEAK REPORTING

LOCATION OF INCIDENT

7 1/2 Min. Quad Name

WILMINGTON

Lat. : Deg : Min : Sec : 34° 12' 47" N

Five Min. Quad Number

DD-31, e-

Long. : Deg : Min : Sec : 77° 56' 58" W

Draw Sketch of Area



SCALE: 1" = 2000 FT

Sketch Should Identify The Following:

- | | |
|--|--|
| 1. Pollutant Source(s) | 2. Impacted and Threatened Water Supplies |
| 3. Direction of Overland Flow | 4. Significant Recharge and Discharge Features |
| 5. Relative Physical Structures (roads, buildings, etc.) | |
| 6. North Arrow | 7. Scale |

Incident Name SOUTHERWOOD PLEDMONT-LAGOON
 Region/County WIRO / NEW HANOVER
 Groundwater Incident File # _____
 Ranking Performed by T DICKLEY Date 9/24/90

NORTH CAROLINA
GROUNDWATER CONTAMINATION INCIDENT MANAGEMENT SITE PRIORITY RANKING SYSTEM

	<u>Points Awarded</u>
I. IMMINENT HAZARD ASSESSMENT	
A. Explosion - free product in confined areas or vapor phase product detected at or above 20% of the lower explosive limit; award 50 points total	<u>0</u>
B. Fire - free product subject to ignition in exposed areas such as surface water impoundments, streams, excavations, etc.; award 50 points total	<u>0</u>
II. EXPOSURE ASSESSMENT	
A. Contaminated Drinking Water Supplies	
1. Private, domestic water supply well containing substances in concentrations exceeding GA underground water quality standards; award 10 points per well	<u>0</u>
2. Public or institutional water supply well containing substances in concentrations exceeding Class GA underground water quality standards; award 30 points per well	<u>0</u>
3. Exceedances of Class WS-1 surface water quality standards as a result of groundwater discharge; award 20 points per surface water body impacted	<u>0</u>
4. If a water supply well identified in items II.A.1 and II.A.2 cannot be replaced by an existing public water supply source requiring hook-up only; award additional 10 points per irreplaceable well	<u>0</u>
B. Threat to Uncontaminated Drinking Water Supplies	
1. Private, domestic water supply well located within 1500 feet down gradient of contaminant source; award 10 points per well	<u>0</u>
2. Public or institutional water supply well located within 1/2 mile downgradient of contaminant source; award 15 points per well	<u>0</u>
3. Raw surface water intake for public water supply located within 1/2 mile downgradient of contaminant source; award 5 points per water supply system	<u>0</u>
4. If any well identified in items II.B.1 and II.B.2 is located within 250 feet of contaminant source; award additional 20 points total	<u>0</u>
C. Vapor Phase Exposure	
1. Product vapors detected in inhabitable building(s); award 30 points total	<u>0</u>

(cont.)

Points Awarded

2. Product vapors detected in other confined areas (uninhabitable buildings, sewer lines, utility vaults, etc.); award 5 points total

0

III. CONTAMINANT HAZARD ASSESSMENT (chemical groups are categorized based on toxicity, mobility and persistence in the environment). Evaluate the most hazardous substances detected and select only one of the following:

- A. Award 30 points total if contaminants detected are identified with any of the following groups:

30

1. Aromatic (Benzene) Acids
2. Aromatic Hydrocarbons (Benzene Derivatives)
3. Sulfonated Hydrocarbons
4. Halogenated Hydrocarbons
5. Alkaloids
6. Anilines
7. Phenols
8. Aldehydes
9. Ketones
10. Organic Sulfur Compounds (Sulfides, Mercaptans)
11. Organometallic Compounds
12. Cyanides
13. Esters
14. Metal Salts, Including Heavy Metals

- B. Award 20 points total if contaminants detected are identified with any of the following groups:

0

1. Aliphatic (Fatty) Acids
2. Alcohols
3. Aliphatic Hydrocarbons (Petroleum Derivative)
4. Pyridines
5. Thiocyanides
6. Mineral and Metal Acids
7. Mineral and Metal Bases
8. Oxides
9. Sulfides

- C. Award 10 points total if contaminants detected are identified with any of the following groups:

0

1. Aliphatic Amines and Their Salts
2. Sugars and Cellulose
3. Carbon and Graphite

IV. SOURCE ASSESSMENT

- A. Free product thickness of $\geq 1/4$ inch detected on water table in observation or monitoring well; award 20 points total

0

- B. Contaminated Soil (select only one answer)

1. Soil saturated with product (saturation determined by release of free liquid upon compaction of a soil sample by hand pressure); award 10 points total

0

(cont.)

Points Awarded

2. Soil exhibiting organic vapor content above 100 ppm as measured by organic vapor or volatile organic detection equipment; award 5 points total

0

C. Uncontrolled or Unabated Primary Source (including dumpsites, stockpiles, lagoons, land applications, septic tanks, landfills, underground and above ground storage tanks, etc.)

1. Suspected or confirmed source remains in active use and continues to receive raw product, wastewater or solid waste; award 20 points per source

0

2. Active use of suspected or confirmed source has been discontinued or source was caused by a one-time release of product or waste, however, source continues to rerelease product or contaminants into the environment; award 10 points per source

10

V. ENVIRONMENTAL VULNERABILITY ASSESSMENT

A. Vertical Contaminant Migration - Literature or well logs indicate that no confining layer is present above bedrock or above twenty feet below land surface; award 10 points total

10

B. Horizontal Contaminant Migration - Data or observations indicate that no discharge points or aquifer discontinuities exist between the source and the nearest downgradient drinking water supply; award 10 points total

0

C. Hydraulic Gradient Is Determined by (select only one answer):

1. Calculations based on groundwater level measurements; award 10 points total

10

2. Observation of significant recharge/discharge features in the vicinity of contaminant source and local topographic features; award 5 points total

0

3. Observation of local topographic features only; award 0 points

0

D. Existing Groundwater Quality

1. Analytical test(s) performed on groundwater sample(s) obtained from site confirm presence of substances in concentrations exceeding Class GA underground water quality standards; award 10 points total

10

2. Source(s) identified in Section IV constitute the only known source(s) of contamination resulting in exposure or potential exposure identified in Section II; award 10 points total

0

TOTAL POINTS AWARDED

70

Incident Name SOUTHERN WOOD PIEDMONT
 Region/County WIRO / NEW HANOVER
 Groundwater Incident File # _____
 Ranking Performed by TDICLEY Date 9/21/90

NORTH CAROLINA
GROUNDWATER CONTAMINATION INCIDENT MANAGEMENT SITE PRIORITY RANKING SYSTEM

	<u>Points Awarded</u>
I. IMMEDIATE HAZARD ASSESSMENT	
A. Explosion - free product in confined areas or vapor phase product detected at or above 20% of the lower explosive limit; award 50 points total	0
B. Fire - free product subject to ignition in exposed areas such as surface water impoundments, streams, excavations, etc.; award 50 points total	0
II. EXPOSURE ASSESSMENT	
A. Contaminated Drinking Water Supplies	
1. Private, domestic water supply well containing substances in concentrations exceeding GA underground water quality standards; award 10 points per well	0
2. Public or institutional water supply well containing substances in concentrations exceeding Class GA underground water quality standards; award 30 points per well	0
3. Exceedances of Class WS-1 surface water quality standards as a result of groundwater discharge; award 20 points per surface water body impacted	0
4. If a water supply well identified in items II.A.1 and II.A.2 cannot be replaced by an existing public water supply source requiring hook-up only; award additional 10 points per irreplaceable well	0
B. Threat to Uncontaminated Drinking Water Supplies	
1. Private, domestic water supply well located within 1500 feet down gradient of contaminant source; award 10 points per well	0
2. Public or institutional water supply well located within 1/2 mile downgradient of contaminant source; award 15 points per well	0
3. Raw surface water intake for public water supply located within 1/2 mile downgradient of contaminant source; award 5 points per water supply system	0
4. If any well identified in items II.B.1 and II.B.2 is located within 250 feet of contaminant source; award additional 20 points total	0
C. Vapor Phase Exposure	
1. Product vapors detected in inhabitable building(s); award 30 points total	0

Points Awarded

2. Product vapors detected in other confined areas (uninhabitable buildings, sewer lines, utility vaults, etc.); award 5 points total

0

III. CONTAMINANT HAZARD ASSESSMENT (chemical groups are categorized based on toxicity, mobility and persistence in the environment). Evaluate the most hazardous substances detected and select only one of the following:

- A. Award 30 points total if contaminants detected are identified with any of the following groups:

30

1. Aromatic (Benzene) Acids
2. Aromatic Hydrocarbons (Benzene Derivatives)
3. Sulfonated Hydrocarbons
4. Halogenated Hydrocarbons
5. Alkaloids
6. Anilines
7. Phenols
8. Aldehydes
9. Ketones
10. Organic Sulfur Compounds (Sulfides, Mercaptans)
11. Organometallic Compounds
12. Cyanides
13. Esters
14. Metal Salts, Including Heavy Metals

- B. Award 20 points total if contaminants detected are identified with any of the following groups:

0

1. Aliphatic (Fatty) Acids
2. Alcohols
3. Aliphatic Hydrocarbons (Petroleum Derivative)
4. Pyridines
5. Thiocyanides
6. Mineral and Metal Acids
7. Mineral and Metal Bases
8. Oxides
9. Sulfides

- C. Award 10 points total if contaminants detected are identified with any of the following groups:

0

1. Aliphatic Amines and Their Salts
2. Sugars and Cellulose
3. Carbon and Graphite

IV. SOURCE ASSESSMENT

- A. Free product thickness of $\geq 1/4$ inch detected on water table in observation or monitoring well; award 20 points total

0

- B. Contaminated Soil (select only one answer)

1. Soil saturated with product (saturation determined by release of free liquid upon compaction of a soil sample by hand pressure); award 10 points total

0

(cont.)

Points Awarded

2. Soil exhibiting organic vapor content above 100 ppm as measured by organic vapor or volatile organic detection equipment; award 5 points total

0

C. Uncontrolled or Unabated Primary Source (including dumpsites, stockpiles, lagoons, land applications, septic tanks, landfills, underground and above ground storage tanks, etc.)

1. Suspected or confirmed source remains in active use and continues to receive raw product, wastewater or solid waste; award 20 points per source

0

2. Active use of suspected or confirmed source has been discontinued or source was caused by a one-time release of product or waste, however, source continues to reelease product or contaminants into the environment; award 10 points per source

10

V. ENVIRONMENTAL VULNERABILITY ASSESSMENT

A. Vertical Contaminant Migration - Literature or well logs indicate that no confining layer is present above bedrock or above twenty feet below land surface; award 10 points total

10

B. Horizontal Contaminant Migration - Data or observations indicate that no discharge points or aquifer discontinuities exist between the source and the nearest downgradient drinking water supply; award 10 points total

0

C. Hydraulic Gradient Is Determined by (select only one answer):

1. Calculations based on groundwater level measurements; award 10 points total

10

2. Observation of significant recharge/discharge features in the vicinity of contaminant source and local topographic features; award 5 points total

0

3. Observation of local topographic features only; award 0 points

0

D. Existing Groundwater Quality

1. Analytical test(s) performed on groundwater sample(s) obtained from site confirm presence of substances in concentrations exceeding Class GA underground water quality standards; award 10 points total

10

2. Source(s) identified in Section IV constitute the only known source(s) of contamination resulting in exposure or potential exposure identified in Section II; award 10 points total

0

TOTAL POINTS AWARDED

70



North Carolina Department of Human Resources
Division of Health Services
P.O. Box 2091 • Raleigh, North Carolina 27602-2091

James G. Martin, Governor
David T. Flaherty, Secretary

Ronald H. Levine, M.D., M.P.H.
State Health Director

March 10, 1989

Mr. Richard A. King, Superintendent
Parks Department
City of Wilmington
P.O. Box 1810
Wilmington, North Carolina 28402

Re: Southern Wood Piedmont
Wilmington, NC

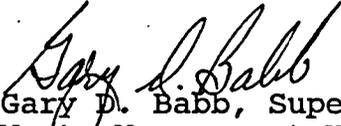
Dear Mr. King:

This is in response to your letter to Doug Holyfield of this office concerning utilization of the Southern Wood Piedmont site.

The files in our Superfund Branch indicate several areas of concern. A copy of a site map with the areas identified is attached. After discussing your proposal with Stan Atwood in the Superfund Branch, we see no problem with using portions of the property which are not identified as Superfund areas on my map.

If you have any questions, please contact me or Ms. Lee Crosby with the Superfund Branch. Stan Atwood has left State government.

Respectfully,

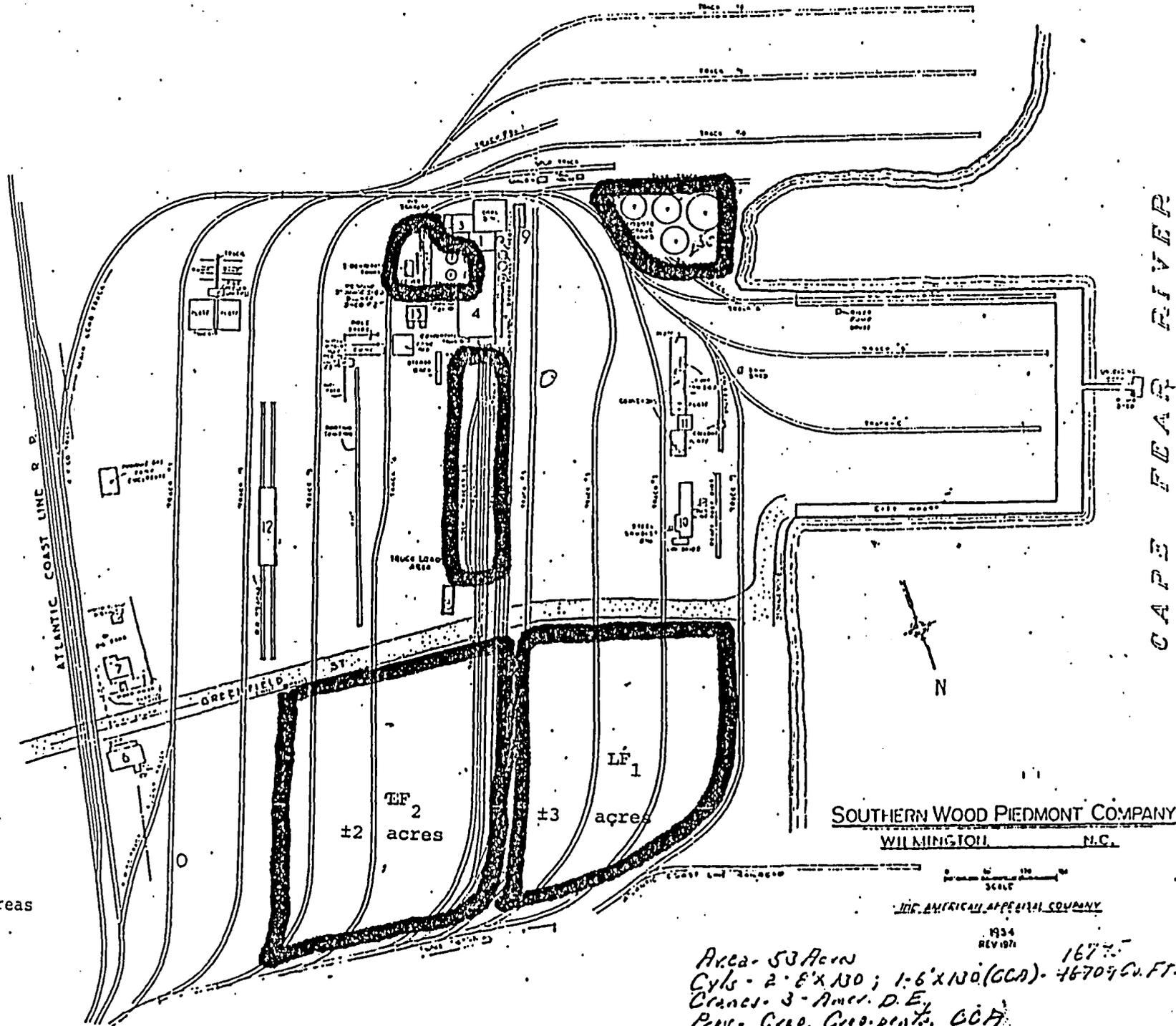

Gary D. Babb, Supervisor
Waste Management Unit
Hazardous Waste Branch

GDB/dd

cc: Lee Crosby ✓
Flint Worrell
Central Files

Enclosure

GB49



CAPE FEAR RIVER

SOUTHERN WOOD PIEDMONT COMPANY
 WILMINGTON, N.C.

SCALE
 THE AMERICAN APPRAISAL COMPANY

Area - 53 Acres
 Cyls - 2' 8" x 130 ; 1' 6" x 130 (CCA) - 46709 Cu. Ft.
 Cranes - 3 - Amer. D. E.
 Piers - Cno. Cno. piers, CCA

ing Areas

5/11/54