



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

Pat McCrory
Governor

Dexter R. Matthews
Director

John E. Skvarla, III
Secretary

October 3, 2013

Mr. Brian K. Murphy
U.S. Department of Defense
Harvey Point Defense Testing Activity
2835 Harvey Point Road
Hertford, NC 27944

Re: Executed REC Administrative Agreement
River Road
Hertford, Perquimans County, NC
Site ID No. NONCD0002931

Dear Mr. Murphy:

I have enclosed a copy of the executed Registered Environmental Consultant (REC) Administrative Agreement (REC-AA) for the River Road Site (Site) for your records. The Division appreciates your voluntary cooperation in addressing the contamination at the Site. The effective date of the REC-AA is October 3, 2013. As a reminder, both the Remediator and the REC have responsibilities for complying with 15A NCAC 13C .0300 including the deadlines that are established in the REC-AA and the standards of conduct for RECs in Section .0305(b). Your first quarterly letter status report discussed in Section III.E of the REC-AA is due January 15, 2013.

In the future, if you need any assistance regarding this project, please contact Matt Aufman at (919) 707-8348 or Matt.Aufman@ncdenr.gov.

Sincerely,

Kim T. Caulk
REC Program
Inactive Hazardous Sites Branch
Superfund Section

Enclosure

cc: Ms. Kim Henderson, CH2MHill (w/ enclosure)

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

**IN RE: RIVER ROAD
NONCD0002931
HERTFORD, NORTH CAROLINA
PERQUIMANS COUNTY**

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

DOCKET NUMBER 13-SF-371

I. STATEMENT OF PURPOSE

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

II. STIPULATIONS OF FACT

- A. The "Site" is any area on the property located along River Road near the intersection of 4th Street, Hertford in Perquimans County, North Carolina and currently owned by the US Department of Defense where a hazardous substance has been disposed, deposited, placed or discharged and any other area or property to which the contamination from that disposal, deposition, placement or discharge has come to be located.
- B. The Site is an inactive hazardous substance or waste disposal site within the meaning of N.C.G.S. 130A-310(3).

III. WORK TO BE PERFORMED

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

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

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

- F. If, after the remedial investigation has been completed pursuant to 15A NCAC 13C .0306(e), .0306(f), and .0306(h), there is groundwater contamination at the Site in excess of cleanup levels established pursuant to 15A NCAC 13C .0308, the Remediator shall install and monitor sentinel groundwater monitoring wells or utilize existing wells that serve this purpose such that groundwater monitoring data obtained from ongoing monitoring activities will accurately monitor the migration of any contamination at the Site toward any drinking water or production water well that is known to be present within one-thousand (1000) feet of the detectible perimeter of the groundwater contamination at the Site. The Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers that a sentinel groundwater monitoring well has detectable concentrations of any contamination.
- G. After completing the inventory of all identifiable wells used as sources of potable water pursuant to 15A NCAC 13C .0306(g)(6), if any new drinking water wells are installed within one-thousand five-hundred (1500) feet of the Site property boundaries, the Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers or otherwise finds out about such wells during the normal course of work for the project.
- H. If hazardous substances as defined in G.S. 130A-310(2) or other contaminants as defined in 15A NCAC 2L for which the Remediator is responsible have affected any drinking water wells, the Remediator shall, within a time period established by the Division, provide an alternate drinking water source for users of those wells.
- I. The Remediator shall ensure that remedial action progress reports are prepared in accordance with 15A NCAC 13C .0306(o).

IV. ADDITIONAL PROVISIONS

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

- B. All work plans, reports, completion statements and project schedules prepared pursuant to this Agreement shall be certified by a representative of the Remediator in accordance with 15A NCAC 13C .0306(a) and .0306(b)(2).
- C. In the event that the REC specified in Attachment A ceases to serve in that capacity at the Site or is disqualified as an REC by the Division, the Remediator's voluntary remedial action status shall be subject to revocation if the Remediator fails to propose a replacement REC within sixty (60) days, in accordance with 15A NCAC 13C .0302(n). In the event that a new REC is retained for the Site, the Remediator shall obtain an Amendment to Attachment A from the Division and within the sixty (60) days mentioned above, shall execute it, cause the new REC also to execute it, and submit it to the Division.
- D. The Remediator shall pay an annual administration fee to the Division, in accordance with 15A NCAC 13C .0307(c), to help offset the costs of the Division's audits of voluntary remedial actions.
- E. In the event that the Agreement is terminated, other than termination after remedial action completion and final certification by the REC, the Remediator shall, within thirty (30) days, submit to the Division a document containing all information and data that has been collected to date which has not yet been submitted to the Division in a completed certified document. Certification of this document shall be provided in accordance with 15A NCAC 13 C .0306(b)(1) and (2).
- F. This is a voluntary agreement. If the Remediator elects to discontinue implementation of work under this Agreement, the Remediator shall notify the Division in writing of such intent and this Agreement shall be dissolved upon the Division's receipt of such written notice. If the Division determines that the Remediator is not complying with the terms of this Agreement in a timely manner, the Division may notify the Remediator in writing of such determination, and the Agreement shall be dissolved upon the Remediator's receipt of such written notice. Further, should the United States Environmental Protection Agency ("the EPA") list the Site, or any portion of it, on the National Priorities List ("the NPL"), should the Site score high enough for listing on the NPL, or should the Division state in writing to the Remediator that it desires that the EPA not be limited in its authority under any portion of the Comprehensive Environmental Response, Compensation and Liability Act, codified at 42 U.S.C. §§ 9601 to 9675, by the existence of this Agreement, then either party may dissolve this Agreement except of the rights and obligations specified in Attachment A. Dissolution on the basis of NPL scoring or to remove any bar to EPA's authority shall be without prejudice to either party to enter into an Administrative Agreement at a later date if allowed by, and subject to, North Carolina law then existing regarding Administrative Agreements. In any of these events, neither party may seek judicial review of the dissolution of this Agreement or has any right, claim or action for breach of this Agreement. In any of these events, the Division shall retain all its applicable enforcement rights against the Remediator,

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

- G. Pursuant to 15A NCAC 13C .0302(g), the Division shall have complete discretion to effect cleanup itself, or directly oversee a Remediator's cleanup, if the Division determines that the Site poses an imminent hazard, if there is significant public concern, if the Division has initiated an enforcement action, if the Division is concerned about material misrepresentations or environmental non-compliance on the part of a party seeking to effect or effecting remedial action at the Site pursuant to this Section, if hazardous substances have migrated to adjoining property, or if other conditions, such as the presence of sensitive environments or mixed wastes (commingled radioactive and chemical wastes), so warrant.
- H. Neither the State of North Carolina nor any agency or representative thereof shall be held to be party to any contract involving the Remediator relating to the Site excluding, however, this Agreement.
- I. The Remediator shall submit electronic copies of all work plans and reports. Electronic documents should be submitted in a format designated by the Division. Currently, electronic documents should be submitted on CD in high resolution PDF/A (minimum 300 dpi) PDF/A format.

The effective date of this Agreement shall be the date on which it is executed by Jim Bateson.

Date Executed: 10/03/2013

By: Jim Bateson

Jim Bateson, L.G.
Chief, Superfund Section
Division of Waste Management
North Carolina Department of Environment
and Natural Resources

By: Russell L. Waters
(Signature of Party Authorized to Bind Remediator)

Russell L. Waters, Director
(Typed or Printed Name of Signatory, Title)

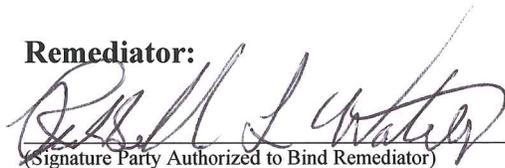
Harvey Point Defense Testing Activity
(Typed or Printed Name of Company)

Attachment A: Confirmation of Retention of a Registered Environmental Consultant

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

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

Remediator:

 9/5/2013
(Signature Party Authorized to Bind Remediator) (Date)

Russell L. Waters, Director
(Typed or Printed Name of Signatory, Title)

Harvey Point Defense Testing Activity
(Typed or Printed Name of Company)

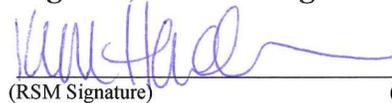
Registered Environmental Consultant:

 9/17/13
(Signature of REC Owner, Partner, or Corporate Officer) (Date)

CHRISTOPHER BOZZI, Principal Project Manager
(Typed or Printed Name of Signatory, Title)

CH2M HILL
(Typed or Printed Name of REC Firm)

Registered Site Manager:

 9/19/13
(RSM Signature) (Date)

Kim Henderson
(Typed or Printed Name of RSM)



CH2MHILL

CH2M HILL

5701 Cleveland Street

Suite 200

Virginia Beach, VA 23462

Tel 757.518.9666

Fax 757.497.6885

September 18, 2013

Mr. Kim T. Caulk
Inactive Hazardous Sites Branch – REC Program
NCDENR – Division of Waste Management
1646 Mail Service Center
Raleigh, North Carolina 27699-1646

Subject: Final REC Administrative Agreement
River Road
Hertford, Perquimans County, North Carolina
IHSB Site ID No.: NONCD0002931



Dear Mr. Caulk:

On behalf of Harvey Point Defense Testing Activity, enclosed is the final Administrative Agreement (AA) for a Registered Environmental Consultant (REC)-directed, voluntary assessment and remedial action at the River Road site. As required, this document has been signed by both the remediating party and REC.

If you have any questions, or need any additional documentation, please do not hesitate to contact Mr. Brian Murphy, Environmental and Safety Manager for the Harvey Point Defense Testing Activity, at (252) 426-4360, or me at (757) 671-6231.

Sincerely,

CH2M HILL

Kim Henderson
Registered Site Manager

cc: Mr. Brian Murphy/HPDTA



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

Pat McCrory
Governor

Dexter R. Matthews
Director

John E. Skvarla, III
Secretary

September 3, 2013

Mr. Brian K. Murphy
U.S. Department of Defense
Harvey Point Defense Testing Activity
2835 Harvey Point Road
Hertford, NC 27944

Re: Final REC Administrative Agreement
River Road
Hertford, Perquimans County, NC
Site ID No. NONCD0002931

Dear Mr. Murphy:

The Inactive Hazardous Sites Branch (Branch) is forwarding a final Administrative Agreement (AA) for a Registered Environmental Consultant (REC)-directed, voluntary assessment and remedial action for the above site. The original, attached REC-AA must be signed by both the remediating party (RP) and REC and returned to me for execution by the Division of Waste Management (Division). Note that the RP must sign the REC-AA in two (2) locations. Also, the check for the REC Program administration fee (the financial assurance entry fee of \$2,500 made payable to NC Division of Waste Management and referenced to the REC Trust Fund) must be received by the Branch before the REC-AA can be executed. After it is executed, a copy of the REC-AA will be returned for your records. Be aware that oversight and approval of the remedial activities are the responsibility of the REC. When the REC-AA is signed, both the RP and REC will be acknowledging that the REC is fully accountable for complying with the REC Rules (15A NCAC 13C .0300) including the deadlines established upon execution of the REC-AA and the standards of conduct for RECs in Section .0305.

Important resources to help with REC Program compliance can be found on our website at <http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>. The website includes links to the REC Rules, an REC Program Implementation Guidance document, and other useful materials such as document checklists. REC Program staff are also available to assist RPs and RECs with their understanding of and compliance with the rules and the Branch's procedures. We offer REC training sessions in small group settings for Registered Site Managers (RSMs) and their company staff, as well as RPs and other interested parties, at various times during the year or upon special request. In addition, REC staff can be contacted to arrange a conference call or meeting in order to discuss unusual technical situations that sometimes arise during the course of a remedial action. We encourage the use of these available resources.

The REC Rules were established in 1997 and include the technical and administrative requirements for performing voluntary remedial actions under the REC Program. A section of the REC Rules [.0307] addresses audits that may be conducted by the Division to review compliance with the rules. Audits that have been performed since the

program was established have discovered several common mistakes or oversights made by RECs following the execution of an REC-AA. Some of the general mistakes we have observed that should be avoided include:

- Failure to follow the standards of conduct for RECs [.0305] by not recognizing the REC's primary obligation is to protect public health, safety and welfare and the environment (such as not reporting an imminent hazard or off-property contamination to the Department within 24 hours of discovery);
- Failure to meet the work phase completion milestones [.0302(h)] that are established by the rules to ensure progress is made in these independent remedial activities;
- Failure to properly certify documents [.0306(b)(1) & (2)] which assures that these independent actions are being conducted properly;
- Failure to certify and submit work plans prior to implementation [.0306(b)(4)] and provide required work phase completion statements at appropriate times [.0306(5)] to ensure the public is aware of site activities;
- Failure to address all required components in certified work plan and report documents;
- Failure to complete remedial investigations [.0306(e) & (f)] which can result in an exposure to contaminants on and off property;
- Failure to evaluate structural vapor intrusion potential (specific guidance to conduct this important evaluation is available on the Branch's web site at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsguide>);
- Failure to demonstrate that the selected remedy will be effective [.0306(l)], such as implementing a monitored natural attenuation remedy when an active remedy is warranted;
- Failure to ensure remedial progress is made and perform proper remedial monitoring and reporting [.0306(o)] to ensure funds are not wasted on ineffective remedies; and
- Failure to ensure the applicable cleanup standards are properly determined and met [.0308] to avoid contaminant exposures of the property occupants and nearby homes and businesses.

Please review the resources previously mentioned above in the second paragraph to ensure compliance with these issues and all of the REC Rules. Feel free to contact REC staff if assistance is needed with understanding any of the statutes, rules, or Branch procedures.

We want all cleanups performed in the REC Program to be successful and site closure achieved. If you have any questions regarding the final REC-AA or the REC Program, please contact me by phone at (919) 707-8350 or e-mail at Kim.Caulk@ncdenr.gov.

Sincerely,



Kim T. Caulk
REC Program
Inactive Hazardous Sites Branch
Superfund Section

Enclosure

cc: Ms. Kimberly Henderson, CH2M Hill (w/out enclosure)

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

**IN RE: RIVER ROAD
NONCD0002931
HERTFORD, NORTH CAROLINA
PERQUIMANS COUNTY**

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

DOCKET NUMBER 13-SF-_____

I. STATEMENT OF PURPOSE

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II. STIPULATIONS OF FACT

- A. The "Site" is any area on the property located along River Road near the intersection of 4th Street, Hertford in Perquimans County, North Carolina and currently owned by the US Department of Defense where a hazardous substance has been disposed, deposited, placed or discharged and any other area or property to which the contamination from that disposal, deposition, placement or discharge has come to be located.
- B. The Site is an inactive hazardous substance or waste disposal site within the meaning of N.C.G.S. 130A-310(3).

III. WORK TO BE PERFORMED

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

- B. Within thirty-six (36) months after the execution of this Agreement, the Remediator shall complete a remedial investigation at the Site which complies with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k)-(p), .0306(c)-(h) and .0306(q). For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. The remedial investigation shall not be considered complete until the Remediator has submitted a remedial investigation report and completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
- C. Within twenty-four (24) months of completion of the remedial investigation or within sixty (60) months after the execution of this Agreement, whichever is earlier, the Remediator shall initiate groundwater remedial action at the Site in compliance with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k) - (p), .0306(c) - (d) and .0306(i) - (n). For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. Groundwater remedial action shall be considered initiated only upon the submission to the Division of the groundwater remedial action construction completion report, certified in accordance with .0306(b) by the REC and the Remediator, and upon commencement of the actual operation of the remedial system. The remedial action for groundwater shall not be considered complete until the Remediator has submitted, for groundwater, a remedial action completion report and work phase completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
- D. Within ninety-six (96) months after the execution of this Agreement, the Remediator shall complete, for wastes, soils, surface water and sediments at the Site, a remedial action which complies with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k) - (p), .0306(c) - (d), .0306(i) - (n) and .0308. For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. The remedial action for wastes, soils, surface water and sediments shall not be considered complete until the Remediator has submitted, for these media, a remedial action completion report and work phase completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
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15A NCAC 13C .0302(h). These status reports must be certified in accordance with .0306(b) by the REC assigned to this project and the Remediator. A quarterly letter status report may be incorporated with another document such as a remedial investigation work plan, a remedial investigation report, a remedial action plan, etc. if such other document is submitted at the time when a quarterly letter status report is due. Once the REC has prepared and submitted certified completion statements for all contaminated media pursuant to 15A NCAC 13C .0306(b)(5)(D), quarterly letter status reports under this paragraph shall be supplanted with the requirements of progress reporting of remedial action implementation pursuant to 15A NCAC 13C .0306(o).

- F. If, after the remedial investigation has been completed pursuant to 15A NCAC 13C .0306(e), .0306(f), and .0306(h), there is groundwater contamination at the Site in excess of cleanup levels established pursuant to 15A NCAC 13C .0308, the Remediator shall install and monitor sentinel groundwater monitoring wells or utilize existing wells that serve this purpose such that groundwater monitoring data obtained from ongoing monitoring activities will accurately monitor the migration of any contamination at the Site toward any drinking water or production water well that is known to be present within one-thousand (1000) feet of the detectible perimeter of the groundwater contamination at the Site. The Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers that a sentinel groundwater monitoring well has detectable concentrations of any contamination.
- G. After completing the inventory of all identifiable wells used as sources of potable water pursuant to 15A NCAC 13C .0306(g)(6), if any new drinking water wells are installed within one-thousand five-hundred (1500) feet of the Site property boundaries, the Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers or otherwise finds out about such wells during the normal course of work for the project.
- H. If hazardous substances as defined in G.S. 130A-310(2) or other contaminants as defined in 15A NCAC 2L for which the Remediator is responsible have affected any drinking water wells, the Remediator shall, within a time period established by the Division, provide an alternate drinking water source for users of those wells.
- I. The Remediator shall ensure that remedial action progress reports are prepared in accordance with 15A NCAC 13C .0306(o).

IV. ADDITIONAL PROVISIONS

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

- B. All work plans, reports, completion statements and project schedules prepared pursuant to this Agreement shall be certified by a representative of the Remediator in accordance with 15A NCAC 13C .0306(a) and .0306(b)(2).
- C. In the event that the REC specified in Attachment A ceases to serve in that capacity at the Site or is disqualified as an REC by the Division, the Remediator's voluntary remedial action status shall be subject to revocation if the Remediator fails to propose a replacement REC within sixty (60) days, in accordance with 15A NCAC 13C .0302(n). In the event that a new REC is retained for the Site, the Remediator shall obtain an Amendment to Attachment A from the Division and within the sixty (60) days mentioned above, shall execute it, cause the new REC also to execute it, and submit it to the Division.
- D. The Remediator shall pay an annual administration fee to the Division, in accordance with 15A NCAC 13C .0307(c), to help offset the costs of the Division's audits of voluntary remedial actions.
- E. In the event that the Agreement is terminated, other than termination after remedial action completion and final certification by the REC, the Remediator shall, within thirty (30) days, submit to the Division a document containing all information and data that has been collected to date which has not yet been submitted to the Division in a completed certified document. Certification of this document shall be provided in accordance with 15A NCAC 13 C .0306(b)(1) and (2).
- F. This is a voluntary agreement. If the Remediator elects to discontinue implementation of work under this Agreement, the Remediator shall notify the Division in writing of such intent and this Agreement shall be dissolved upon the Division's receipt of such written notice. If the Division determines that the Remediator is not complying with the terms of this Agreement in a timely manner, the Division may notify the Remediator in writing of such determination, and the Agreement shall be dissolved upon the Remediator's receipt of such written notice. Further, should the United States Environmental Protection Agency ("the EPA") list the Site, or any portion of it, on the National Priorities List ("the NPL"), should the Site score high enough for listing on the NPL, or should the Division state in writing to the Remediator that it desires that the EPA not be limited in its authority under any portion of the Comprehensive Environmental Response, Compensation and Liability Act, codified at 42 U.S.C. §§ 9601 to 9675, by the existence of this Agreement, then either party may dissolve this Agreement except of the rights and obligations specified in Attachment A. Dissolution on the basis of NPL scoring or to remove any bar to EPA's authority shall be without prejudice to either party to enter into an Administrative Agreement at a later date if allowed by, and subject to, North Carolina law then existing regarding Administrative Agreements. In any of these events, neither party may seek judicial review of the dissolution of this Agreement or has any right, claim or action for breach of this Agreement. In any of these events, the Division shall retain all its applicable enforcement rights against the Remediator,

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

- G. Pursuant to 15A NCAC 13C .0302(g), the Division shall have complete discretion to effect cleanup itself, or directly oversee a Remediator's cleanup, if the Division determines that the Site poses an imminent hazard, if there is significant public concern, if the Division has initiated an enforcement action, if the Division is concerned about material misrepresentations or environmental non-compliance on the part of a party seeking to effect or effecting remedial action at the Site pursuant to this Section, if hazardous substances have migrated to adjoining property, or if other conditions, such as the presence of sensitive environments or mixed wastes (commingled radioactive and chemical wastes), so warrant.
- H. Neither the State of North Carolina nor any agency or representative thereof shall be held to be party to any contract involving the Remediator relating to the Site excluding, however, this Agreement.
- I. The Remediator shall submit electronic copies of all work plans and reports. Electronic documents should be submitted in a format designated by the Division. Currently, electronic documents should be submitted on CD in high resolution PDF/A (minimum 300 dpi) PDF/A format.

The effective date of this Agreement shall be the date on which it is executed by Jim Bateson.

Date Executed: _____

By: _____
Jim Bateson, L.G.
Chief, Superfund Section
Division of Waste Management
North Carolina Department of Environment
and Natural Resources

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

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of Company)

Attachment A: Confirmation of Retention of a Registered Environmental Consultant

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

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

Remediator:

(Signature Party Authorized to Bind Remediator) (Date)

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of Company)

Registered Environmental Consultant:

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

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of REC Firm)

Registered Site Manager:

(RSM Signature) (Date)

(Typed or Printed Name of RSM)

NOTICE OF ADMINISTRATIVE AGREEMENT

River Road Site
Hertford, Perquimans County, North Carolina
NONCD0002931

The North Carolina Division of Waste Management (Division) is soliciting public comment on an *Administrative Agreement (Agreement)* that the Division intends to enter into with the U.S. Department of Defense (the Remediator). The Remediator plans to conduct a voluntary cleanup of hazardous substances at the River Road Site, located along River Road near the intersection of 4th Street, Hertford, Perquimans County, North Carolina. This voluntary remedial action will be conducted pursuant to N.C.G.S. 130A-310.9(b) and -310.9(c). Voluntary remedial actions implemented pursuant to N.C.G.S. 130A-310.9(c) are directed by Department-designated "Registered Environmental Consultants" in place of state oversight.

You may access the complete file using the following link:

<https://edm.nc.gov/DENR-Portal/>

To conduct a search of a particular site's documents, enter the site's "name/subject" or Branch "ID" in the corresponding fields then click "SEARCH". Right-click on a document to view or download a particular file. If you need further assistance accessing a document, please contact:

Mr. Scott Ross
NC Division of Waste Management
217 West Jones Street
Raleigh, North Carolina 27603
(919) 707-8272
Scott.Ross@NCDENR.gov

To receive an electronic copy of the draft *Agreement* or to provide comments or questions regarding the draft *Agreement* or the role of the Registered Environmental Consultant for this site, contact:

MR. KIM T. CAULK
REC PROGRAM
SUPERFUND SECTION
NORTH CAROLINA DIVISION OF WASTE MANAGEMENT
217 WEST JONES STREET
RALEIGH, NC 27603
(919) 707-8200
Kim.Caulk@ncdenr.gov
<http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

This Notice has been prepared for parties in the general area that may be interested in the cleanup activities at the Site. All comments on the draft Agreement must be received no later than August 9, 2013.

**RIVER ROAD
RIVER ROAD NEAR HARVEY POINT ROAD
HERTFORD, PERQUIMANS COUNTY, NORTH CAROLINA**

Name	Street Address	City	State	Zip
KIM T. CAULK NCDENR	217 WEST JONES STREET	RALEIGH	NC	27603-1336
BRIAN MURPHY	HARVEY POINT DEFENSE TESTING ACTIVITY 2835 HARVEY POINT ROAD	HERTFORD	NC	27944
MR JERRY PARKS PERQUIMANS COUNTY HEALTH DIRECTOR	PO BOX 107	HERTFORD	NC	27944
MR FRANK HEATH PERQUIMANS COUNTY MANAGER	PO BOX 45	HERTFORD	NC	27944

Caulk, Kim

From: Caulk, Kim
Sent: Friday, May 03, 2013 10:55 AM
To: Murphy, Brian K Mr CIV OSD
Subject: Draft REC-AA for River Road, Hertford, Perquimans Co. (NONCD0002931)
Attachments: River Road.RECAA.5-13.doc

Attached is a draft Administrative Agreement (AA) for a Registered Environmental Consultant (REC)-directed assessment and remedial action for the above Site (Site). **Note that the REC-AA is a standard document prepared with the assistance of the attorney general's office. The majority of the AA comes from the REC Rules and the Inactive Hazardous Sites Response Act and, therefore, most of the contents cannot be changed.** The Remediating Party and REC should carefully review this document to make sure the information on the front page is correct and contact me to let me know if you are satisfied with the draft document or if there are any questions regarding the contents and procedures. **PLEASE DO NOT SIGN THE DRAFT AA AND MAIL IT TO THE INACTIVE HAZARDOUS SITES BRANCH (Branch).** If you are satisfied with the terms specified in the agreement, the Branch will prepare a final AA, assign a docket number, and mail it to you for signature. I will also forward this to our attorney to review to expedite the process.

Section III of the AA specifies the work to be performed. Note that for any site that enters the REC Program, the RP along with its designated RSM must make sure that all requirements for a particular phase of work specified in the REC Rules [see .0306(b)(5)] such as a remedial investigation work plan, remedial investigation report, remedial action plan, etc. have been completed **for all media** and the document components required by the REC Rules have been addressed. Procedures for preparing these documents are described in the REC Program Implementation Guidance (Guidance) which can be found on our web site at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsguide>. As indicated in Section III of the AA, for any requirement that has already been completed, the RP and REC can specify the location within the document(s) on file with the Superfund Section that indicates the requirement has already been met. Also be aware that all future work plans, report documents, and work phase completion statements that are submitted must be certified in accordance with .0306(b). If you believe unique circumstances exist regarding any of the required work phases and documents or the procedures described in the Guidance, please contact me.

By law the Department of Environment and Natural Resources must allow a 30-day public comment period for the proposed AA prior to its execution. Therefore, the RP and/or the REC will need to provide the Branch with a surrounding property map, such as a tax record map, and the mailing addresses of each of the surrounding property owners. I can begin the public notice while we are finalizing the AA.

In order to participate in the REC Program, an annual administrative fee that is used by the state to offset the costs for auditing REC sites is required. The initial fee, which is due upon entering the REC Program, is \$2,500.00 and must be received by the Branch before the AA can be executed. Checks should be made payable to NC Division of Waste Management and referenced to the REC Trust Fund. Note that there will be a similar fee each year until the remediation at the Site is complete. The annual fee is based on the number of sites in the REC Program each year and the state's projected costs for overseeing the REC Program.

Before we proceed further, I would like to have a brief conference call to discuss the overall function of the Inactive Hazardous Sites Branch and the REC Program and the work to be performed under the REC Rules and the AA.

Thanks for your interest in the REC Program. Please contact me at your convenience to arrange the call or contact me if you have any questions.

Thanks,
Kim

Kim T. Caulk, P.G.
Inactive Hazardous Sites Branch - REC Program

NCDENR - Division of Waste Management
217 West Jones Street
Raleigh, North Carolina 27603
Phone: (919) 707-8350
e-mail: Kim.Caulk@ncdenr.gov
<http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

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

**IN RE: RIVER ROAD
NONCD0002931
HERTFORD, NORTH CAROLINA
PERQUIMANS COUNTY**

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

DOCKET NUMBER ____-SF-____

I. STATEMENT OF PURPOSE

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

II. STIPULATIONS OF FACT

- A. The "Site" is any area on the property located along River Road near the intersection of 4th Street, Herford in Perquimans County, North Carolina and currently owned by the US Department of Defense where a hazardous substance has been disposed, deposited, placed or discharged and any other area or property to which the contamination from that disposal, deposition, placement or discharge has come to be located.
- B. The Site is an inactive hazardous substance or waste disposal site within the meaning of N.C.G.S. 130A-310(3).

III. WORK TO BE PERFORMED

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

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

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

- F. If, after the remedial investigation has been completed pursuant to 15A NCAC 13C .0306(e), .0306(f), and .0306(h), there is groundwater contamination at the Site in excess of cleanup levels established pursuant to 15A NCAC 13C .0308, the Remediator shall install and monitor sentinel groundwater monitoring wells or utilize existing wells that serve this purpose such that groundwater monitoring data obtained from ongoing monitoring activities will accurately monitor the migration of any contamination at the Site toward any drinking water or production water well that is known to be present within one-thousand (1000) feet of the detectible perimeter of the groundwater contamination at the Site. The Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers that a sentinel groundwater monitoring well has detectable concentrations of any contamination.
- G. After completing the inventory of all identifiable wells used as sources of potable water pursuant to 15A NCAC 13C .0306(g)(6), if any new drinking water wells are installed within one-thousand five-hundred (1500) feet of the Site property boundaries, the Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers or otherwise finds out about such wells during the normal course of work for the project.
- H. If hazardous substances as defined in G.S. 130A-310(2) or other contaminants as defined in 15A NCAC 2L for which the Remediator is responsible have affected any drinking water wells, the Remediator shall, within a time period established by the Division, provide an alternate drinking water source for users of those wells.
- I. The Remediator shall ensure that remedial action progress reports are prepared in accordance with 15A NCAC 13C .0306(o).

IV. ADDITIONAL PROVISIONS

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

- B. All work plans, reports, completion statements and project schedules prepared pursuant to this Agreement shall be certified by a representative of the Remediator in accordance with 15A NCAC 13C .0306(a) and .0306(b)(2).
- C. In the event that the REC specified in Attachment A ceases to serve in that capacity at the Site or is disqualified as an REC by the Division, the Remediator's voluntary remedial action status shall be subject to revocation if the Remediator fails to propose a replacement REC within sixty (60) days, in accordance with 15A NCAC 13C .0302(n). In the event that a new REC is retained for the Site, the Remediator shall obtain an Amendment to Attachment A from the Division and within the sixty (60) days mentioned above, shall execute it, cause the new REC also to execute it, and submit it to the Division.
- D. The Remediator shall pay an annual administration fee to the Division, in accordance with 15A NCAC 13C .0307(c), to help offset the costs of the Division's audits of voluntary remedial actions.
- E. In the event that the Agreement is terminated, other than termination after remedial action completion and final certification by the REC, the Remediator shall, within thirty (30) days, submit to the Division a document containing all information and data that has been collected to date which has not yet been submitted to the Division in a completed certified document. Certification of this document shall be provided in accordance with 15A NCAC 13 C .0306(b)(1) and (2).
- F. This is a voluntary agreement. If the Remediator elects to discontinue implementation of work under this Agreement, the Remediator shall notify the Division in writing of such intent and this Agreement shall be dissolved upon the Division's receipt of such written notice. If the Division determines that the Remediator is not complying with the terms of this Agreement in a timely manner, the Division may notify the Remediator in writing of such determination, and the Agreement shall be dissolved upon the Remediator's receipt of such written notice. Further, should the United States Environmental Protection Agency ("the EPA") list the Site, or any portion of it, on the National Priorities List ("the NPL"), should the Site score high enough for listing on the NPL, or should the Division state in writing to the Remediator that it desires that the EPA not be limited in its authority under any portion of the Comprehensive Environmental Response, Compensation and Liability Act, codified at 42 U.S.C. §§ 9601 to 9675, by the existence of this Agreement, then either party may dissolve this Agreement except of the rights and obligations specified in Attachment A. Dissolution on the basis of NPL scoring or to remove any bar to EPA's authority shall be without prejudice to either party to enter into an Administrative Agreement at a later date if allowed by, and subject to, North Carolina law then existing regarding Administrative Agreements. In any of these events, neither party may seek judicial review of the dissolution of this Agreement or has any right, claim or action for breach of this Agreement. In any of these events, the Division shall retain all its applicable enforcement rights against the Remediator,

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

- G. Pursuant to 15A NCAC 13C .0302(g), the Division shall have complete discretion to effect cleanup itself, or directly oversee a Remediator's cleanup, if the Division determines that the Site poses an imminent hazard, if there is significant public concern, if the Division has initiated an enforcement action, if the Division is concerned about material misrepresentations or environmental non-compliance on the part of a party seeking to effect or effecting remedial action at the Site pursuant to this Section, if hazardous substances have migrated to adjoining property, or if other conditions, such as the presence of sensitive environments or mixed wastes (commingled radioactive and chemical wastes), so warrant.
- H. Neither the State of North Carolina nor any agency or representative thereof shall be held to be party to any contract involving the Remediator relating to the Site excluding, however, this Agreement.
- I. The Remediator shall submit electronic copies of all work plans and reports. Electronic documents should be submitted in a format designated by the Division. Currently, electronic documents should be submitted on CD in high resolution PDF/A (minimum 300 dpi) PDF/A format.

The effective date of this Agreement shall be the date on which it is executed by Jim Bateson.

Date Executed: _____

By: _____
Jim Bateson, L.G.
Chief, Superfund Section
Division of Waste Management
North Carolina Department of Environment
and Natural Resources

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

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of Company)

Attachment A: Confirmation of Retention of a Registered Environmental Consultant

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

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

Remediator:

(Signature Party Authorized to Bind Remediator) (Date)

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of Company)

Registered Environmental Consultant:

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

(Typed or Printed Name of Signatory, Title)

(Typed or Printed Name of REC Firm)

Registered Site Manager:

(RSM Signature) (Date)

(Typed or Printed Name of RSM)

Caulk, Kim

From: Murphy, Brian K Mr CIV OSD [brian.k.murphy2@us.army.mil]
Sent: Thursday, March 21, 2013 11:35 AM
To: Caulk, Kim
Cc: Kirk Stevens; Kim Henderson; Janna Staszak
Subject: RE: Notification Package for River Road Landfill Site (UNCLASSIFIED)
Attachments: River Road Site R3.pdf; River Road Coords R1.pdf

UNCLASSIFIED
Kim,

I have attached a map of the site from a distance (birds eye view) with street names for your files. I have also attached a map of the general location of the landfills at this site. The latitude and longitude for these sites are estimated. When we surveyed the area with a GPS there was too much canopy for the signal to be good enough to get accurate locations.

Please let me know if you need anything else.

Brian Murphy

On 21-03-13, "Caulk, Kim" wrote:

> The general location is fine and will be written into the AA. If necessary, we can add a map as an exhibit showing the location. We need lat. & lon. for our data base.

>

> Thanks.

>

> Kim T. Caulk, P.G.

> Phone: (919) 707-8350

> <http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

>

> E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

>

> -----Original Message-----

> From: Murphy, Brian K Mr CIV OSD

> [mailto:brian.k.murphy2@us.army.mil](javascript:main.compose())

> Sent: Wednesday, March 20, 2013 5:06 PM

> To: Caulk, Kim

> Subject: RE: Notification Package for River Road Landfill Site

> (UNCLASSIFIED)

>

> UNCLASSIFIED

> Kim,

>

> I will get you a map of the site with coordinates. The address may be more problematic unless we use th installation's address? The site is actually north of River Road and midway between 2nd and 5th Streets. Will email the map and we can go from there.

>

>

> Thank you,

> Brian

>

> On 19-03-13, "Caulk, Kim" wrote:

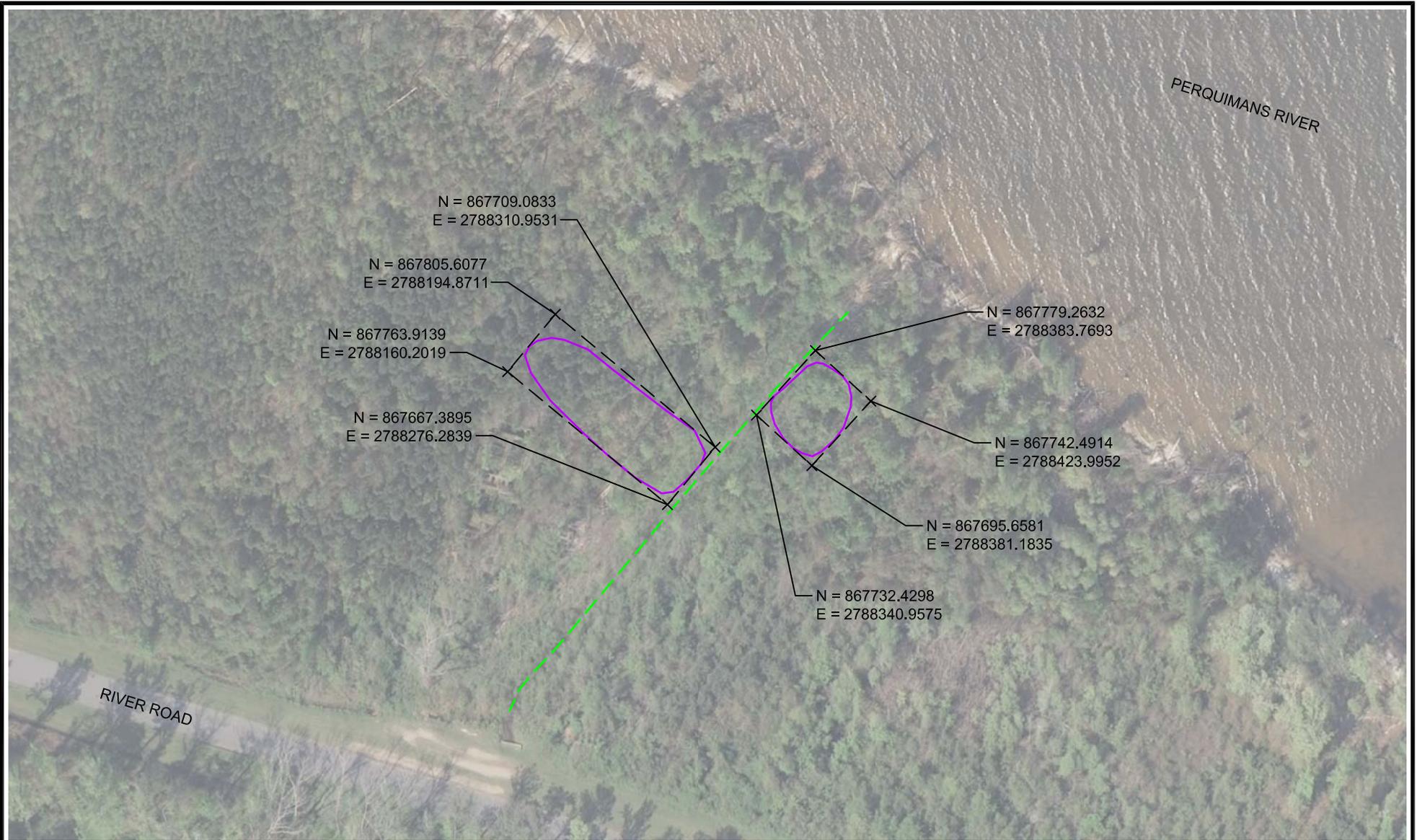
> > Bryan:

> >
> > I will need the location on a map (and street address along with the nearest intersection if possible). It would also be great if you had the latitude and longitude.
> >
> > Kim T. Caulk, P.G.
> > Phone: (919) 707-8350
> > <http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>
> >
> > E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.
> >
> >
> > -----Original Message-----
> > From: Murphy, Brian K Mr CIV OSD
> > [mailto:brian.k.murphy2@us.army.mil](javascript:main.compose()(javas
> > cript:main.compose()
> > Sent: Wednesday, March 13, 2013 9:58 AM
> > To: Caulk, Kim
> > Cc: Tina Longo; Kirk Stevens; Kim Henderson; Janna Staszak
> > Subject: RE: Notification Package for River Road Landfill Site
> > (UNCLASSIFIED)
> >
> > UNCLASSIFIED
> > Kim,
> >
> > Attached is the scanned package that was sent and recieved at DENR before Christmas last year. Let me know if you need anything else for us to initiate discussions regarding the site.
> >
> >
> >
> > On 13-03-13, "Caulk, Kim" wrote:
> > > Brian:
> > >
> > > Per my voice mail, we cannot find any information on the Notification mentioned below. Please e-mail me the signed version of the Notification and any report that you have regarding the release so we can set up a file.
> > >
> > > Also, please complete the Site Cleanup Questionnaire on the Branch's web site at <http://portal.ncdenr.org/web/wm/sf/ihs/home></x>. Return it to me by e-mail and I'll take care of everything. If the site is similar to the Towers Road site, I don't anticipate any problem with putting it into the REC Program.
> > >
> > > If you have any questions, please contact me.
> > >
> > > Thanks,
> > > Kim
> > >
> > > Kim T. Caulk, P.G.
> > > Phone: (919) 707-8350
> > > <http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>
> > >
> > > E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.
> > >
> > > -----Original Message-----
> > > From: Murphy, Brian K Mr CIV OSD

> > > [mailto:brian.k.murphy2@us.army.mil](javascript:main.compose()(jav
> > > ascript:main.compose()(javascript:main.compose()
> > > Sent: Tuesday, March 12, 2013 10:54 AM
> > > To: Caulk, Kim
> > > Cc: Tina Longo; Kirk Stevens; Kim Henderson; Janna Staszak
> > > Subject: Notification Package for River Road Landfill Site
> > > (UNCLASSIFIED)
> > >
> > > UNCLASSIFIED
> > > Kim,
> > >
> > > Per our discussions yesterday, we sent in a notification package for the River Road
landfill site on the north side of Harvey Point Defense Testing Activity on 5 December 2012.
I have attached an unsigned version of the notification form and chemicals of concern from a
sampling event that was sent. I will have to get the signed versions scanned if you need
them. Please advise if that is necessary.
> > >
> > > The package was received in your Mail Service Center on 17 December 2012. It was
addressed to Ms. Charlotte Jesneck.
> > >
> > > Thank you,
> > > Brian K. Murphy, CSP
> > > Environmental Safety Program Manager Harvey Point Defense Testing
> > > Activity
> > > 2835 Harvey Point Road
> > > Hertford, NC 27944-8470
> > > work 252-426-4360
> > > cell 252-340-0011
> > > fax 252-426-4369
> > > UNCLASSIFIED
> >
> > --
> > Brian K. Murphy, CSP
> > Environmental Safety Program Manager Harvey Point Defense Testing
> > Activity
> > 2835 Harvey Point Road
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--
Brian K. Murphy, CSP
Environmental Safety Program Manager
Harvey Point Defense Testing Activity

2835 Harvey Point Road
Hertford, NC 27944-8470
work 252-426-4360
cell 252-340-0011
fax 252-426-4369
UNCLASSIFIED



Legend

-  Approximate Extent of Debris Disposal
-  Open Drainage

Note: Northings and Eastings shown are in the NAD83, North Carolina State Plane, U.S. Foot coordinate system.

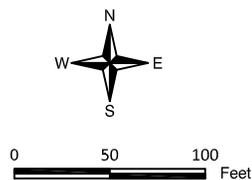
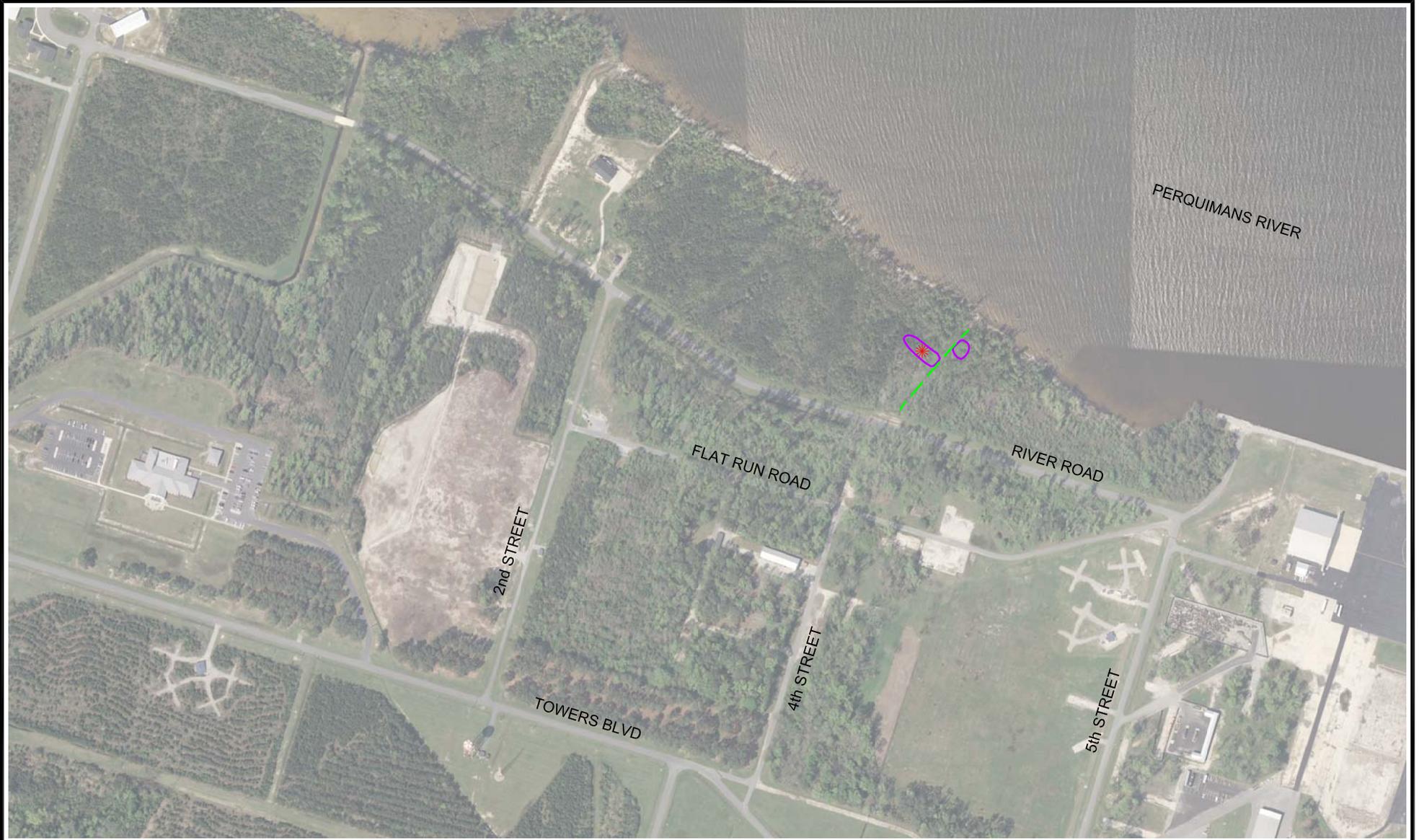


Figure 2
Site Coordinates
River Road Landfill
Harvey Point Defense Testing Activity
Hertford, North Carolina



Legend

-  Approximate Extent of Debris Disposal
-  Open Drainage
-  Approximate Location of MPPEH

Note: Environmental samples will be collected within the debris disposal areas at field-determined locations (based on visual contamination) practicing anomaly avoidance.

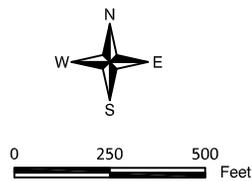


Figure 1
Site Location
River Road Landfill
Harvey Point Defense Testing Activity
Hertford, North Carolina



NOTIFICATION OF AN INACTIVE HAZARDOUS SUBSTANCE OR WASTE DISPOSAL SITE

Please read instructions before completing and type or print in black ink.

I. SITE NAME AND LOCATION:

Site Name (one site per form) HARVEY POINT DEFENSE TESTING ACTIVITY
 Location (street address) 2835 HARVEY POINT ROAD
 City HERTFORD US EPA ID# (if known) NC 5690308247
 County PERQUIMANS

Directions to Site _____

ROUTE 17 NORTH TO HERTFORD.
RIGHT ON HARVEY POINT ROAD.
FACILITY IS LOCATED AT THE END OF HARVEY POINT RD.

Attach a USGS topographic map or map of equal or reasonably similar scale (1 inch = 2000 ft.) showing the location and vicinity of the site or facility. Label map with the site name.

II. PERSON COMPLETING FORM:

Name BRIAN MURPHY
 Mailing Address 2835 HARVEY POINT ROAD

 City HERTFORD State NC Zip Code 27944
 Telephone (252) 426-4360

Present Owner _____
 Past Owner _____
 Present Operator _____
 Past Operator _____
 Other
 (specify) ENVIRONMENTAL SAFETY PROGRAM MANAGER

III. PRESENT OWNER:

Individual Owner or Company Name
NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC)
 Executive Officer JOHN A. GERIG
 Mailing Address 2835 HARVEY POINT ROAD

 City HERTFORD State NC Zip Code 27944
 Telephone (252) 426-4360

Corporation _____
 Partnership _____
 Individual _____
 Government Unit
 Other _____
 (specify) _____

IV. CURRENT SITE USE:

Check the item or items which describe the current use of the site.

Residential	<input type="checkbox"/>	Forest Land	<input type="checkbox"/>	Retirement Home	<input type="checkbox"/>
Business	<input type="checkbox"/>	Farm Land	<input type="checkbox"/>	Other	<input checked="" type="checkbox"/>
Industrial	<input type="checkbox"/>	School/Day Care	<input type="checkbox"/>	<i>(specify)</i> <u>GOVERNMENT.</u>	
Pasture Land	<input type="checkbox"/>	Hospital	<input type="checkbox"/>	<u>VACANT - NO BUILDINGS ON SITE</u>	

V. ON-SITE RESIDENTS:

Are there any on-site residents? Yes No
 Number of children (* 6 years old) living on site _____ Number of adults _____

VI. SURROUNDING PROPERTY USE:

Check the appropriate description of the area surrounding the site. *(More than one may apply.)*

Residential	<input type="checkbox"/>	Forest Land	<input type="checkbox"/>	Retirement Home	<input type="checkbox"/>
Business	<input type="checkbox"/>	Farm Land	<input type="checkbox"/>	Other	<input checked="" type="checkbox"/>
Industrial	<input type="checkbox"/>	School/Day Care	<input type="checkbox"/>	<i>(Specify)</i> <u>GOVERNMENT</u>	
Pasture Land	<input type="checkbox"/>	Hospital	<input type="checkbox"/>	_____	

VII. Site Operations *(More than one may apply.):*

	Current	Previous
1. Mining	<input type="checkbox"/>	<input type="checkbox"/>
2. Paper and wood production	<input type="checkbox"/>	<input type="checkbox"/>
3. Textiles	<input type="checkbox"/>	<input type="checkbox"/>
4. Fertilizer	<input type="checkbox"/>	<input type="checkbox"/>
5. Printing/painting	<input type="checkbox"/>	<input type="checkbox"/>
6. Leather tanning	<input type="checkbox"/>	<input type="checkbox"/>
7. Iron/steel foundry	<input type="checkbox"/>	<input type="checkbox"/>
8. Chemical, general	<input type="checkbox"/>	<input type="checkbox"/>
9. Plating/polishing	<input type="checkbox"/>	<input type="checkbox"/>
10. Military/ammunition	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11. Firing range	<input type="checkbox"/>	<input type="checkbox"/>
12. Rubber/plastics	<input type="checkbox"/>	<input type="checkbox"/>
13. Utility companies/transformers	<input type="checkbox"/>	<input type="checkbox"/>
14. Sanitary/refuse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Photo finishing	<input type="checkbox"/>	<input type="checkbox"/>
16. Lab/hospital	<input type="checkbox"/>	<input type="checkbox"/>
17. Wood treating	<input type="checkbox"/>	<input type="checkbox"/>
18. Battery reclamation	<input type="checkbox"/>	<input type="checkbox"/>
19. Pesticides formulation, packaging and/or distribution	<input type="checkbox"/>	<input type="checkbox"/>
20. Herbicide formulation, packaging and/or distribution	<input type="checkbox"/>	<input type="checkbox"/>
21. Other agrichemical formulation, packaging and/or distribution	<input type="checkbox"/>	<input type="checkbox"/>
22. Dry cleaning	<input type="checkbox"/>	<input type="checkbox"/>
23. Petrochemical processing or refining	<input type="checkbox"/>	<input type="checkbox"/>
24. Furniture manufacturing or finishing	<input type="checkbox"/>	<input type="checkbox"/>
25. Drum reconditioning	<input type="checkbox"/>	<input type="checkbox"/>
26. Unknown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27. Other <i>(specify)</i> _____	<input type="checkbox"/>	<input type="checkbox"/>

VIII. ENVIRONMENTAL PERMITS:

List all previous and current environmental permits below.

Type of Permit (e.g. landfill, nondischarge, etc.)	Past (circle one)	Present	Permit Number	Date Issued	Issuing Agency
NPDES	Past	Present	NC6510520	9-24-07	NCDENR
EMERGENCY GENERATOR	Past	Present	09899R00	3-26-08	NCDENR
GENERAL AIR PERMIT	Past	Present			
	Past	Present			
	Past	Present			
	Past	Present			
	Past	Present			

IX. KNOWN OR SUSPECTED RELEASES OF HAZARDOUS SUBSTANCES OR WASTE TO THE ENVIRONMENT:

List all on-site spills, disposals and other releases of hazardous substances or materials containing hazardous substances.

Material/ Chemical Released (Known and suspected)	Physical State of Material (Use codes below)	Approx. Volume Released	Date of Release	Suspected Contaminants (Use codes below)	Source of Release (e.g. tank, buried drums, landfill, product spill, etc.)	Known or Suspected Contamination			
						Ground water	Surface Water	Sediment	Soil
GASOLINE	L	UNKNOWN	1940s	Pe	TANK	K			K
GASOLINE/DIESEL	L	UNKNOWN	2009	Pe	TANK	K			K

Physical State Codes

- G - Containerized Gas
- L - Liquid
- S - Solid/Powder
- SI - Sludge
- A - Acids
- Ab - Asbestos
- Am - Ammonia
- B - Bases
- C - Cyanide
- D - Dioxins
- M - Metals
- Mu - Mixed Municipal Waste
- O - Organic Chemicals
- P - PCBs
- Pe - Petroleum Products
- Ps - Pesticides
- W - Waste Oil

Codes for Suspected Contaminants

- D - Dioxins
- M - Metals
- Mu - Mixed Municipal Waste
- O - Organic Chemicals
- P - PCBs
- Pe - Petroleum Products
- Ps - Pesticides
- W - Waste Oil

X. TOTAL AREA OF ALL DISPOSALS, SPILLS, OR RELEASES OF HAZARDOUS SUBSTANCES OR WASTE:

- less than 1 acre
- 1 acre or more, but less than 5 acres
- 5 acres or more, but less than 10 acres
- 10 acres or more
- Unknown

XI. AVAILABILITY OF ENVIRONMENTAL ANALYTICAL DATA:

Do any environmental reports or laboratory analytical data exist for the site? Yes No
 If yes, attach reports or data to this form.

XII. IDENTIFY WHETHER ANY OF THE FOLLOWING ARE PRESENT OR WERE PRESENT IN THE PAST AT THE SITE (*More than one may apply.*):

- Debris pile(s) Tank(s) above ground Spill(s)
- Land treatment of sludges Septic tank(s) Wastewater lagoon(s)
- Landfill(s) or buried waste Surface impoundment(s) Drum(s)
- Tank(s) underground Underground injection of waste
- Other (*specify*) _____

XIII. ACCESSIBILITY OF SITE (*More than one may apply.*):

- 24-hour security guard
- Security guard < 24-hour/day
- Physical barrier (steep bank, creek, walls, etc.)
- Describe physical barriers _____
- Site completely surrounded by fence
- Site partially surrounded by fence
- Locked gate
- Unlocked gate
- No control of access to site
- Other (*specify*) FACILITY COMPLETELY SURROUNDED BY FENCE

XIV. WATER SUPPLY SOURCES:

Identify whether the following are present on site or on adjacent property.

	Present on site		Present on Adjacent Property	
	Yes	No	Yes	No
Spring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Surface Water Intake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XV. SITE SURFACE WATER:

Indicate whether any surface water bodies (e.g. streams and lakes) exist on the site or the property adjacent to the site.

- PERQUIMANS RIVER (APPROXIMATELY 50 FT. NORTH)
- ALBEMARLE SOUND (APPROXIMATELY 7,000 FT. SOUTH & EAST)
- _____
- _____

XVI. CERTIFICATION AND SIGNATURE:

I certify that to the best of my knowledge and belief, the information supplied on this form is complete and accurate.

Signature _____ Date _____

Name and Title (*Type or print*) _____

Mailing Address _____

_____ STATE

_____ COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, _____.

(Official Seal)

Notary Public

My commission expires _____, _____.

River Road Disposal Area
Analytical Results (Detections Exceedances Only)
November 2012 Sampling Event

Sample ID	Residential Health-Based Preliminary Soil Remediation Goal	Protection of Groundwater Preliminary Soil Remediation Goal	RR-SS01-1112	RR-SS01P-1112	RR-SS02-1112	RR-SS03-1112	RR-SS04-1112	RR-SS05-1112	RR-SS06-1112	RR-SS07-1112	RR-SS08-1112
Sample Date			11/19/12	11/19/12	11/19/12	11/19/12	11/19/12	11/19/12	11/19/12	11/19/12	11/19/12
Chemical Name											
Volatile Organic Compounds (MG/KG)											
Styrene	870	0.92	0.002 U	0.0015 U	0.0013 U	0.0011 U	0.0024 U	0.0014 U	0.0014 U	0.0015 U	0.16
Semivolatile Organic Compounds (MG/KG)											
Acenaphthylene	--	21	0.043 U	0.032 U	0.032 U	0.026 U	0.79 UD	0.027 U	0.034 U	0.036 J	0.036 U
Benzaldehyde	1200	3	0.17 U	0.13 U	0.13 U	0.11 U	16 UD	0.11 U	0.14 U	0.14 J	0.14 U
Benzo(a)anthracene	--	--	0.043 U	0.032 U	0.053	0.026 U	0.79 UD	0.027 U	0.025 J	0.15	0.08
Benzo(a)pyrene	--	--	0.043 U	0.032 U	0.049	0.026 U	0.98 JD	0.027 U	0.015 J	0.16	0.08
Benzo(b)fluoranthene	--	--	0.043 U	0.032 U	0.068	0.026 U	4.4 D	0.027 U	0.025 J	0.23	0.11
Benzo(g,h,i)perylene	--	7800	0.043 U	0.032 U	0.032 J	0.026 U	1.4 D	0.027 U	0.034 U	0.094	0.043 J
Benzo(k)fluoranthene	--	--	0.043 U	0.032 U	0.025 J	0.026 U	1.1 D	0.027 U	0.034 U	0.076	0.029 J
Chrysene	--	--	0.043 U	0.032 U	0.044	0.026 U	0.79 UD	0.027 U	0.018 J	0.18	0.078
Dibenz(a,h)anthracene	--	--	0.043 U	0.032 U	0.032 U	0.026 U	0.45 JD	0.027 U	0.034 U	0.02 J	0.036 U
Fluoranthene	--	--	0.043 U	0.032 U	0.062	0.026 U	0.79 UD	0.027 U	0.036 J	0.31	0.16
Indeno(1,2,3-cd)pyrene	--	--	0.043 U	0.032 U	0.028 J	0.026 U	1.1 D	0.027 U	0.034 U	0.082	0.036 U
Phenanthrene	--	68	0.043 U	0.032 U	0.024 J	0.026 U	0.79 UD	0.027 U	0.034 U	0.11	0.082
Pyrene	340	220	0.043 U	0.032 U	0.056	0.026 U	0.79 UD	0.027 U	0.045	0.35	0.2
Pesticide/Polychlorinated Biphenyls (MG/KG)											
4,4'-DDT	--	--	0.0085 UD	0.0064 UD	0.0064 UD	0.0053 UD	0.069 JD	0.0053 UD	0.0068 UD	0.0073 UD	0.0072 UD
Total Metals (MG/KG)											
Aluminum	15000	--	905	805	15,000	431	6,940	502	26,400	6,410	8,260
Antimony	6.2	0.9	2.44 U	2.04 U	3.46 J	1.55 U	155 D	1.46 U	0.862 J	2 U	2.19 U
Arsenic	0.39	5.8	2.44 U	2.04 U	3.54	0.339 J	4 J	1.46 U	3.08 J	2.05 J	2.47 J
Barium	3000	580	16.9	13.1	348 D	7.9	187 D	2.52	65.3	45.1	44.5
Beryllium	32	63	0.0407 J	0.0366 J	0.475	0.0144 J	0.115 J	0.0219 J	0.485	0.217	0.258
Cadmium	14	3	0.698	0.837	8.19	0.147 J	2.4	0.0384 J	0.0933 U	0.24	0.16 J
Calcium	--	--	2,370	1,720	3,350	1,160	4,630	125	1,260	3,400	1,450
Chromium	--	--	3.83	3.18	76.5	1.31	36.3	1.41	38.5	9.46	12.2
Chromium (hexavalent)	0.29	3.8	0.25 U	0.27 U	0.23 J	0.23 U	0.36 J	0.22 U	0.24 U	0.29 U	0.3 U
Cobalt	4.6	0.9	0.639 J	0.511 J	7.18	0.167 J	7.15	0.169 J	4.63	2.54	2.52
Copper	620	700	5.89	3.83	217 D	2.41	31	0.471 J	8.45	8.03	6.86
Iron	11000	150	2,330	1,240	21,000 D	414	15,800	494	13,400	6,250	5,980
Lead	--	--	11.6	9.34	400 D	5.55	710 D	2.31 J	19.7	30.8	61
Magnesium	--	--	606	441	2,060	199	3,480	102	2,670	1,220	1,480
Manganese	360	65	163 D	101	854 D	34.5	294 D	3.37	68.4	172 D	176 D
Mercury	--	--	0.0292	0.0318	0.156	0.00601 U	1.31	0.00253 J	0.0259	0.0896	0.0865
Nickel	300	130	2.95	4	21.7	1.44	18	1.4	15.3	5.5	6.95
Potassium	--	--	225	134	888	146	486	122	958	438	329
Selenium	78	2.1	1.2 J	0.706 J	1.77 U	0.632 J	2.67 U	1.46 U	0.66 J	2 U	2.19 U
Silver	78	3.4	0.61 U	0.511 U	3.41	0.388 U	0.191 J	0.366 U	0.466 U	0.5 U	0.546 U
Sodium	--	--	96.7	94.6	95.4	11.6 J	41.6 J	12.5 J	56.1	40 J	389
Vanadium	78	6	3.17	2.76	20.4	1.96	69.4	2.02	34.5	9.57	11.8
Zinc	4600	1200	40.4	35.2	1,030 D	13.6	354 D	3.98	39	70.2	49.8

\\nasdrh\proj\NAC\FACENGC\MLANT4\39611\SecuredAccess\River Road Disposal Area\REC Notification\REC Data Table.xls, Bianca Kleist, 11/29/2012

Notes:

Bold text indicates exceedance of Preliminary Residential Health - Based Soil Remediation Goal criteria

Bold box indicates exceedance of Protection of Groundwater criteria

D - Compound identified in an analysis at a secondary dilution factor.

J - Analyte present. Value may or may not be accurate or precise

MG/KG - Milligrams per kilogram

U - The material was analyzed for, but not detected

Shading indicates detection