



---

## DSCA PETITION FOR CERTIFICATION

The North Carolina General Assembly enacted the Dry-Cleaning Solvent Cleanup Act and Amendments (DSCA) to facilitate the assessment and remediation of Dry-Cleaning Facilities, Wholesale Distribution Facilities and Abandoned Sites (Facilities) contaminated with Dry-Cleaning Solvent. In order for the DSCA cleanup fund to be used at a Facility, the Facility must be **certified** by the Division of Waste Management (Division) of the North Carolina Department of Environmental Quality (NCDEQ) as meeting the eligibility requirements set out in the DSCA. Rules adopted by the Environmental Management Commission (EMC) require any person petitioning for certification of a Facility (Petitioner) to use this DSCA Petition for Certification (Petition). This Petition is designed to enable the Petitioner to provide the Division with the information necessary to demonstrate that the Petitioner and the Facility meet the requirements for certification in the DSCA. Each Petitioner must complete this form and sign the Acknowledgement page. If the Petitioner is a corporation, limited liability company, partnership or other business entity, the Petition must be signed by an individual with authority to bind the business entity, and the individual signing the Petition must certify that he/she is authorized to legally bind the business entity to the Petition.

In addition to this Petition, an Assessment and Remediation Agreement (ARA) **must** be signed and executed in order for the Petitioner to receive the liability protection afforded pursuant to N.C.G.S. § 143-215.104K. The ARA also gives the DSCA Program the authority to undertake state-directed assessment and remediation at the site. The DSCA Program **cannot** begin any work at a site until the ARA is executed.

**A \$1,000 application fee must be paid before the petitioner is considered eligible.** Payment must be in the form of a money order or certified check to the Division of Waste Management and included with the completed petition and signed agreement.

***Please review the information in the Site and Petitioner Information Summary and make any corrections necessary.***

## DSCA PETITIONER QUESTIONNAIRE

1. Indicate which of the following describes the Petitioner's relationship to the Facility Site. Check all that apply:

- |   |  |
|---|--|
| <input type="checkbox"/> Property Owner                               | <input type="checkbox"/> Previous Property Owner |
| <input type="checkbox"/> <b>ACTIVE</b> Dry-Cleaning Business Owner    | <input type="checkbox"/> Previous Business Owner |
| <input type="checkbox"/> <b>ACTIVE</b> Dry-Cleaning Business Operator | <input type="checkbox"/> Lessee                  |

2. The Petitioner is a:

- |  |   |
|--|---|
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Partnership                            |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Individual (including sole proprietor) |
| <input type="checkbox"/> Limited Partnership       | <input type="checkbox"/> Other:                                 |

3. Provide the following information concerning the Petitioner:

Name:

Address:

Telephone:

Fax:

Email:

4. If the Petitioner is not an individual, designate an individual who is authorized to sign for the business entity and will serve as the contact for the purposes of this Petition:

Name:

Address:

Telephone:

Fax:

Email:

5. If the Petitioner is not the property owner, provide the following information regarding the Property Owner:

6. Does the Petitioner have, or has the Petitioner ever had, environmental liability insurance coverage or general liability insurance coverage?

- Yes       No

7. Please indicate the type of facility the contamination is attributed to:

- |  |  |                                  |
|--|--|----------------------------------|
| <input type="checkbox"/> Dry Cleaning Business | <input type="checkbox"/> Wholesale Distributor | <input type="checkbox"/> Costume |
| <input type="checkbox"/> Uniform               | <input type="checkbox"/> Linen                 | <input type="checkbox"/> Other:  |

8. Name and Location of the Facility (or Former Facility):	
Name:	
Address:	
City:	County:
Shopping Center:	
9. Is this an active Dry-Cleaning business:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Type of Facility (if active):	
<input type="checkbox"/> Drop station only <input type="checkbox"/> Non-perc dry cleaning facility	<input type="checkbox"/> Perc dry-cleaning facility <input type="checkbox"/> Perc and non-perc dry-cleaning facility
11. Size and/or status of Dry-Cleaning business ( <a href="http://www.ncdsca.org/RulesRegs.htm">http://www.ncdsca.org/RulesRegs.htm</a> ):	
<input type="checkbox"/> Small facility (fewer than 5 full-time equivalent employees) <input type="checkbox"/> Medium facility (at least 5 but fewer than 10 full-time equivalent employees) <input type="checkbox"/> Large facility (more than 10 full-time equivalent employees) <input type="checkbox"/> Abandoned facility <input type="checkbox"/> Wholesale Distributor	
12. If the site is abandoned, provide the name of the last Dry-Cleaning Business that did business at the Facility Site:	
Name of Facility:	
Address:	
13. Is there a water supply well located on the property where the facility is located:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Is the facility in an area scheduled for redevelopment:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, will the building where the facility is located be removed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, when is the redevelopment scheduled:	
15. If you are the current property owner, please give date property was purchased.	
16. If you are a previous property owner, please give dates you owned the property.	
From	To
17. If you are the current or past drycleaner, please give dates facility is/was in operation.	
From	To

## OTHER INSTRUCTIONS

1. **Documentation of a dry-cleaning related release must be submitted. Therefore, please submit copies of any reports documenting environmental assessment or remediation activities previously conducted at this site. This includes any Phase I or Phase II reports conducted for property transfers.**
2. Please make sure that the Acknowledgement page is signed and notarized.
3. Please make sure that you have initialed the applicable Appendices on the Acknowledgement page.
4. Please be aware that you are required to provide access to the Certified Facility Site as part of the Petition if you ARE the property owner.

**If you are NOT the property owner of the Certified Facility Site, you will be required to obtain access for the Division and the Division's independent contractors in the Assessment and Remediation Agreement (ARA) to undertake all work to be performed at the Certified Facility Site.**

5. Completed petitions should be mailed to:

Division of Waste Management  
ATTN: - DSCA Program  
1646 Mail Service Center  
Raleigh, North Carolina 27699-1646

## ACKNOWLEDGEMENT

The Petitioner has indicated their status as a . Therefore, Appendices apply to this Petitioner. Please proceed to these Appendices and read them carefully since you will be certifying that you agree with or comply with these Appendices.

Please initial the spaces below to acknowledge that you have read and are in compliance with each applicable Appendix.

\_\_\_\_\_ Appendix A                  \_\_\_\_\_ Appendix B                  \_\_\_\_\_ Appendix C

Petitioner (or authorized representative) hereby swears and affirms that the information provided in this Petition, inclusive of all appendices and attachments, is true and correct to the best of Petitioner's knowledge.

Petitioner (or authorized representative) hereby affirms Petitioner's intent to make with the Dry-Cleaning Solvent Cleanup Act Program such agreements as may be reasonably required under the North Carolina Dry-Cleaning Solvent Cleanup Act for the assessment and remediation of a Dry-Cleaning Business at the Facility Site.

If signing as an authorized representative, I also hereby affirm that I am authorized to execute this Petition on behalf of the Petitioner and that I am authorized to legally bind, and hereby do legally bind, the Petitioner to this Petition and to all certifications contained in this Petition, inclusive of all appendices and attachments.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Signature of Petitioner (or auth.rep.): \_\_\_\_\_

Name of Petitioner (or auth. rep. - typed or printed): \_\_\_\_\_

Title of Petitioner (or auth. rep. - typed or printed): \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the county aforesaid, do hereby certify that \_\_\_\_\_ [name of Petitioner] personally appeared before me this day and, having been duly sworn, executed the foregoing DSCA Petition for Certification in my presence.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_  
[SEAL]

**APPENDIX A  
ACCESS AGREEMENT A  
(Petitioner is the Property Owner)**

**County**  
**DSCA Site ID No.**

**Name of Petitioner:**

WHEREAS, the Petitioner is petitioning to the North Carolina Department of Environmental Quality, Division of Waste Management (Division) for certification of the Property into the Dry-Cleaning Solvent Cleanup Act Program (Program) pursuant to the Dry-Cleaning Solvent Cleanup Act of 1997 as amended, Part 6, Article 21A, Chapter 143, N.C.G.S. § 143-215.104A *et seq.* (DSCA); and

WHEREAS, the Petitioner intends to enter into an Agreement for Assessment and Remediation (ARA) with the Division concerning the Dry-Cleaning Solvent contamination on the Property; and

WHEREAS, the Petitioner understands that the implementation of the ARA will require that the Division and its independent contractors (contractors) have free and unencumbered access to the Property for the purposes of investigating, assessing and remediating Dry-Cleaning Solvent contamination on and around the Property; and

WHEREAS, the parties to this Access Agreement are the Division and the Petitioner;

NOW THEREFORE, in consideration of the terms and conditions contained in this Access Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License and Permission. Petitioner hereby grants to (a) to the Division a license to access the Property to monitor and enforce the ARA and (b) to the Division's contractor(s) a license to access the Property to undertake all work to be performed at the Property, including, but not limited to, the following purposes:
  - a) Inspecting, sketching and photographing the Property;
  - b) Taking such soil, water and air samples as may be necessary;
  - c) Taking other actions related to the investigation of surface or subsurface conditions, such as installation of monitoring wells or excavation of impacted soil;

- d) Transportation of equipment onto and around the Property as necessary to accomplish the investigation;
  - e) Taking response actions necessary to mitigate any threat to human health and the environment;
  - f) Remediating dry-cleaning solvent contamination at the Property as needed; and
  - g) Undertaking such other activities as necessary to complete the work to be performed as required or permitted under the ARA.
2. Conditions Precedent. The licenses created in Paragraph 1 shall take effect upon the certification of the Property into the Program and shall remain in effect, unless otherwise terminated pursuant to Paragraph 12 below, so long as the Property remains certified under the Program.
  3. Observation. Upon the Petitioner's reasonable notice and request, the Petitioner and its consultants shall have the right to observe any activities performed by or on behalf of the Division at the Property. Upon the Petitioner's reasonable notice and request, the Division or its contractors shall allow the Petitioner to split samples of any environmental samples obtained on behalf of the Division. All costs associated with obtaining and analyzing the split samples shall be borne solely by the Petitioner.
  4. Interference. The Division and its contractors shall endeavor to perform any activities authorized hereunder at the Property in a manner that minimizes interference with the use of the Property. The Division and its contractors will make reasonable attempts to notify the Petitioner at least 48 hours prior to entering the Property for the purposes stated in Paragraph 1.
  5. Insurance. The Division's contractors have agreed to maintain the insurances as defined in their agreement with the Division, provided however, that the Division shall have no liability for its contractor's failure to maintain such insurance.
  6. Site Repair. The Division or its contractors shall remove and shall have the right to remove from the Property all equipment and other materials belonging to the Division or its contractors within a reasonable period of time after the completion of the activities at the Property authorized hereunder. To the extent practicable, the Division's contractors shall restore the Property to the original condition it was in prior to any activities authorized hereunder at the Property, and except as otherwise agreed to by the parties, shall properly abandon any monitoring wells in accordance with any applicable laws and regulations.
  7. Protection of Wells and Equipment. The Petitioner shall not damage, remove, pave over or cover any monitoring or remediation wells on the property. The Petitioner



also shall not tamper with or affect the operation of assessment or remediation equipment installed on the property by the Division's contractors.

8. Notice. Any notices, reports, or other communications required or permitted under this Access Agreement shall be addressed to the representative for each party as set forth below:

To Petitioner:

To the Division:

North Carolina Division of Waste Management -DSCA Program  
Attn:  
1646 Mail Service Center  
Raleigh, North Carolina 27699-1646

9. Limitations. All obligations of the Division pursuant to this Access Agreement shall be contingent upon the availability of moneys in the North Carolina Dry-Cleaning Solvent Act Fund.
10. Governing Law. This Access Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to choice of laws principles.
11. Integration Clause. This Access Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. No amendment or modification to this Access Agreement or any waiver of any provisions hereof shall be effective unless in writing and signed by both parties.
12. Termination. The licenses created in Paragraph 1 may be terminated upon delivery of reasonable written notice to the Division, which termination shall be effective upon receipt of such notice. However, such termination will also terminate the ARA and cause the forfeiture of liability protection under the DSCA. If no such notice is served and subject to provisions of Paragraph 2 above, the licenses created herein shall remain in effect until such time as all work or activities under the Program have been completed at the Property. The right and obligation set out in the first sentence of Paragraph 6 shall survive the termination of this license.
13. Modification. This Access Agreement may not be amended except in writing by the parties to this Access Agreement.

The parties each represent and warrant that this Access Agreement is executed by their duly authorized representatives as of the date accepted and agreed upon below.

Accepted and agreed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

(Signature of Petitioner or Signatory for Petitioner)

---

(Signature for the Division)

**APPENDIX B**  
**CERTIFICATION OF ABILITY TO PAY AND**  
**ACCEPTANCE OF FINANCIAL RESPONSIBILITY**

G.S. § 143-215.104F(b)(2) requires that any person petitioning for certification of a Dry-Cleaning Facility or Wholesale Distribution Facility or Abandoned Site (collectively: Facility Site) shall provide the North Carolina Department of Environmental Quality (NCDEQ) with information necessary to demonstrate such person's ability to incur the response costs specified in G.S. § 143-215.104F(f).

The Petitioner has indicated that this facility is . Pursuant to G.S. § 143-215.104F(f), the required amount of response costs are as follows:

Moreover, G.S. § 143-215.104F(f) requires that each Potentially Responsible Party who petitions NCDEQ to certify a Facility Site shall accept written responsibility in the amounts specified in G.S. § 143-215.104F(f), and described above, for the assessment or remediation of the Dry-Cleaning Solvent contamination identified in the Petition. Note: if two or more Potentially Responsible Parties petition NCDEQ jointly, the amounts specified in G.S. § 143-215.104F(f), and described above, shall be the aggregate requirements for the financial responsibility of all Potentially Responsible Parties who are party to the Petition. Unless an alternative arrangement is agreed to by the co-petitioners, the financial responsibility requirements of G.S. § 143-215.104F shall be apportioned equally among the co-petitioners.

The Petitioner shall demonstrate his ability to incur, and his written acceptance of financial responsibility for, response costs in the amounts specified in G.S. § 143-215.104F(f), and described above, for the assessment or remediation of the Dry-Cleaning Solvent contamination identified in the Petition. The Petitioner shall make this demonstration by signing the Acknowledgement in this Petition.

**APPENDIX C**  
**COMPLIANCE WITH STATE AND FEDERAL**  
**ENVIRONMENTAL LAWS, RULES AND REGULATIONS**

G.S. § 143-215.104F(b)(4) requires that every Potentially Responsible Party petitioning for certification of a Dry-Cleaning Facility, Wholesale Distribution Facility or Abandoned Site (collectively Facility Site) shall provide the North Carolina Department of Environmental Quality (NCDEQ) with information necessary to demonstrate that the Petitioner and any parent, subsidiary or other affiliate of the Petitioner, has substantially complied with:

1. The terms of any dry-cleaning solvent assessment agreement, dry-cleaning solvent remediation agreement, brownfields agreement, or any other similar agreement to which the Petitioner or any parent, subsidiary or other affiliate of the Petitioner has been a party;
2. The requirements applicable to any remediation in which the Petitioner has previously engaged; and
3. Federal and State laws, regulations, and rules for the protection of the environment.

By signing the Acknowledgement in this Petition, the Petitioner swears and affirms, to the best of their knowledge, that the conditions stated above have been met.