

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WASTE MANAGEMENT
SUPERFUND SECTION**

IN RE: _____
NCD _____
_____, NORTH CAROLINA
_____ 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 Remediating Party), or its successor in function, 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 the property located at _____ in _____ County, North Carolina and currently owned by _____ 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 Remediating Party 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 "Inactive Hazardous Sites Branch Guidelines for Assessment and Cleanup of Contaminated Sites" 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. Work shall be conducted by a Registered Environmental Consultant (REC) approved by the North Carolina Division of Waste Management (Division).

- B. The Remediating Party or its REC shall submit annually a project status report pursuant to 15A NCAC 13C .0306(c) within each calendar year. The annual status report must briefly summarize in one to two pages the work performed during the year 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 Remediating Party and the Remediating Party's REC.
- C. If, during the remedial investigation, there is volatile hazardous substance contamination at the Site and one or more occupied structures are known to be present within one-hundred (100) feet of the detectible perimeter of the contamination, the Remediating Party's REC shall conduct a vapor intrusion evaluation according to the Division's "Vapor Intrusion Guidance" document and the Inactive Hazardous Sites Branch "Steps for Conducting Structural Vapor Intrusion Potential Evaluations". The Remediating Party shall notify the Division within twenty-four (24) hours of the time when the Remediating Party or the Remediating Party's REC discovers that the Site contaminants pose unacceptable risk to occupants of structures.
- D. If, after the remedial investigation has been completed, there is groundwater contamination at the Site in excess of cleanup levels established pursuant to 15A NCAC 13C .0308 and one or more water supply wells are known to be present within 1,000 feet of the detectible perimeter of the groundwater contamination at the Site, the Remediating Party shall monitor the migration of any contamination at the Site toward any water supply wells. The Remediating Party shall notify the Division within twenty-four (24) hours of the time when the Remediating Party or the Remediating Party's REC discovers that groundwater contamination has migrated to within 1,000 ft of a water supply well.
- E. After completing the inventory of all identifiable wells used as sources of potable water pursuant to 15A NCAC 13C .0306(h)(6), if the Remediating Party or the Remediating Party's REC discovers or otherwise finds out during the normal course of work for the project that a drinking water well is installed within one-thousand five-hundred (1,500) feet of the Site property boundary, the Remediating Party or the Remediating Party's REC shall notify the Division within twenty-four (24) hours.
- F. If hazardous substances as defined in G.S. 130A-310(2) or other contaminants as defined in 15A NCAC 2L for which the Remediating Party is responsible have affected any drinking water wells at levels exceeding the lower of the federal and state drinking water standards, or, in the absence of a drinking water standard, a level determined by the Division based on toxicological data, the Remediating Party shall, within a time period established by the Division, offer an alternate drinking water source for users of those wells.

IV. ADDITIONAL PROVISIONS

- A. 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 Remediating Party's voluntary remedial action status shall be subject to revocation if the remediating Party fails to propose a replacement REC within sixty (60) days, in accordance with 15A NCAC 13C .0302(l). 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.
- B. 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).
- C. This is a voluntary agreement. If the Remediating Party elects to discontinue implementation of work under this Agreement, the Remediating Party 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 Remediating Party is not complying with the terms of this Agreement in a timely manner, the Division may notify the Remediating Party in writing of such determination, and the Agreement shall be dissolved upon the Remediating Party'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 Remediating Party 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 Remediating Party, and the Remediating Party shall retain all applicable defenses. Notwithstanding the foregoing or the subsequent dissolution of this Agreement, paragraphs IV. C and D 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 Remediating Party's obligation to pay any fee, cost or expense owed to the Division prior to said dissolution.

- D. To the extent not barred by North Carolina law, the undersigned Remediating Party agrees to indemnify and save and hold harmless the State of North Carolina and its agencies, departments, officials, agents, employees, contractors and representatives, from any and all claims or causes of action arising from or on account of acts or omissions of the Remediating Party or its officers, employees, receivers, trustees, agents or assigns in carrying out actions required pursuant to the Agreement.
- E. Neither the State of North Carolina nor any agency or representative thereof shall be held to be party to any contract involving the Remediating Party relating to the Site excluding, however, this Agreement.

The effective date of this Agreement shall be the date on which it is executed by the Chief of the Superfund Section.

Date Executed: _____

By: _____
 William F. Hunneke, L.G.
 Chief, Superfund Section
 Division of Waste Management
 North Carolina Department of Environmental Quality

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)