

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

**IN RE: Stony Hill Road TCE Site
NCN000410857
WAKE FOREST, NORTH
CAROLINA WAKE COUNTY**

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

DOCKET NUMBER 15-SF-396

The following constitutes the agreement of the parties hereto. This Administrative Order on Consent (Consent Order) is entered into pursuant to the Superfund State Deferral Memorandum of Agreement existing between the State of North Carolina and the United States Environmental Protection Agency (the EPA). As evidenced by its signatures or the signatures of its authorized officers, agents, or representatives below, Flextronics International USA, Inc. (Respondent) agrees to be bound by this Consent Order. This Consent Order is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Respondent in accordance with this Consent Order do not constitute an admission of any liability by Respondent. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the facts or allegations contained in this Consent Order. The Consent Order may not be utilized by third parties against the Respondent as proof of any allegations, findings or conclusions of law contained herein.

I. JURISDICTION

This Consent Order is entered into under authority vested in the Secretary of the North Carolina Department of Environmental Quality (Department) by North Carolina's Inactive Hazardous Sites Response Act of 1987 (the Act), which constitutes Part 3, Article 9 of Chapter 130A of the North Carolina General Statutes (N.C.G.S.) §§ 130A-310 et seq. This authority has been delegated to the Chief of the Superfund Section (Chief) of the North Carolina Division of Waste Management (Division).

II. STATEMENT OF PURPOSE

This Consent Order is entered into for the purpose of addressing the hazardous substance or waste disposal area (the Area) and site (the Site) defined in Subsection III.A. and B. of this Consent Order. In entering into this Consent Order, the objective of the Division and Respondent is for Respondent to implement a voluntary remedial action program approved by the Division and subject to Section IX (Dispute Resolution) involving: (1) preparation and implementation of a Remedial Investigation Plan to evaluate the extent of Area Contamination as defined below; (2)

reporting of the results of the Remedial Investigation; (3) providing a temporary alternative source of potable water acceptable to the Division to owners of potable supply wells, other than those wells whose owners have been provided permanent alternate water by EPA prior to the signature of this Consent Order, that are determined by the Division to be impacted by Area Contamination above applicable Maximum Contaminant Levels, or, in the absence of Maximum Contaminant Levels, standards contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L; (4) preparation and implementation of a Remedial Action Plan to address the Site Contamination, including but not limited to the provision of a permanent water supply to residences impacted by Site Contamination above applicable Maximum Contaminant Levels, or in the absence of applicable Maximum Contaminant Levels, standards contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L; and (5) reporting of the progress of implementation of the approved Remedial Action Plan.

III. STIPULATIONS OF FACT

- A. “Area” shall mean the area identified on the Map enclosed herein as Appendix A. “Area Contamination” shall mean the trichloroethylene (TCE), tetrachloroethylene (PCE), and related constituents, 1,1 dichloroethylene, cis 1,2 dichloroethylene, trans 1,2 dichloroethylene, and vinyl chloride that have degraded from TCE or PCE in the groundwater underlying 7303 Stony Hill Road and underlying other properties in the Area. The Division has discovered that a second source of potential TCE contamination also exists in the Area.
- B. “Site” shall be comprised of the property located at 7303 Stony Hill Road, Wake Forest, Wake County, North Carolina, on which Circuit Board Assemblers (CBA) operated, C-Tron, Inc. (C-Tron) operated, and Team Manufacturing, Inc. is currently operating, and the areal extent of TCE, PCE, and related constituents that have degraded from TCE or PCE, in soils or groundwater emanating from 7303 Stony Hill Road. “Site Contamination” shall mean the TCE, PCE, and related constituents, 1,1 dichloroethylene, cis 1,2 dichloroethylene, trans 1,2 dichloroethylene and vinyl chloride that have degraded from TCE or PCE, emanating from the Site, regardless of whether or not the Site Contamination is contained within the Area.
- C. In response to the release or threatened release of hazardous substances at or from the Site, the Department and the EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. Response actions at the Site were conducted under the authority of the Superfund Program to address the release of TCE and PCE in soil and groundwater at the Site. In an effort to respond to an imminent threat to public safety and the environment, the EPA sampled residential wells, provided bottled water to impacted residents, installed carbon filtration systems on homes with sensitive populations, extended a waterline from a community water system to serve impacted residences, extended a waterline on Bud Morris Road to serve additional highly impacted residences, completed installation the waterline extension totaling approximately 17,000 feet, connected residents to the waterline extension, installed meter pits for residents to connect to clean water in the future, and set up a temporary office space on Site to meet with concerned residents.

- D. In performing response action, the EPA and the State of North Carolina have incurred response costs at or in connection with the Site.
- E. The Department and the EPA allege that Respondent is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is liable for response costs incurred or to be incurred at or in connection with the Site.

IV. CONCLUSIONS OF LAW

- A. TCE and PCE are hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act/Superfund Amendments and Reauthorization Act, 42 U.S.C. §§ 9601 et seq., and are thus such substances for purposes of the Act pursuant to N.C.G.S. § 130A-310(2).
- B. The Site is an inactive hazardous substance or waste disposal site for purposes of the Act pursuant to N.C.G.S. § 130A-310(3).
- C. The Respondent is alleged to be an owner, operator, or other responsible party in relation to the Site within the meaning of N.C.G.S. § 130A-310.9, pursuant to N.C.G.S. §§ 130A-310(4), -310(5), -310(9), and -310.7.
- D. Under N.C.G.S. § 130A-310.9(b), the Secretary, and by delegation, the Chief, is authorized to enter into agreements with owners, operators, or other responsible parties for implementation of voluntary remedial action programs as to inactive hazardous substance or waste disposal sites in accordance with remedial action plans approved by the Department.

V. REIMBURSEMENT OF COSTS

- A. Respondent shall reimburse the Division for past investigation, oversight and enforcement costs the Division has incurred to date relative to the Site. To reimburse the Division for such costs, Respondent shall pay to the Division by certified check or money order, the sum of \$60,000.00 within forty-five (45) days after entry of this Consent Order. This payment shall be in full and complete satisfaction of all of the Division's costs relative to the Site through the effective date of the Consent Order.
- B. Respondent shall reimburse the Division for all oversight and enforcement costs the Division may reasonably incur pursuant to this Consent Order. To reimburse the Division for such costs, Respondent shall initially pay to the Division by certified check or money order, the sum of \$30,000.00, which will be held in a separate account and used for the payment of Division oversight costs. Respondent shall make their payment of \$30,000.00 to the Division within forty-five (45) days after entry of this Consent Order. The Division shall make additional demands on Respondent for oversight costs if such oversight costs are reasonably expected to exceed the deposit amount as reasonably demonstrated by the Division. Respondent shall tender payment within thirty (30) days of receipt of an invoice for an additional demand for oversight costs. The Division shall provide Respondent semi-annual cost summaries of the type provided by the Division to EPA for cost recovery purposes. The Division shall reimburse Respondent any overage

remaining following completion of the work required in this Consent Order. Respondent may dispute oversight costs if they determine that the Division has made a (1) mathematical error or (2) included a cost item that is not an appropriate oversight cost, and the Division and Respondent agree to negotiate in good faith to resolve the dispute according to Section IX (Dispute Resolution).

VI. WORK TO BE PERFORMED

All work performed pursuant to plans approved under this Consent Order shall be under the direction and supervision of a professional engineer or a licensed geologist with expertise in hazardous substance site cleanup and shall meet all State and Federal requirements, including but not limited to the current Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup.

- A. Respondent shall submit to the Division a plan to sample private and community potable groundwater supply wells within sixty (60) days after entry of this Consent Order by the Director, Division of Waste Management. Such sampling shall be conducted annually and shall be subject to access being granted to those wells for the sampling events. The initial sampling will be of known potable wells within the Area and also the wells identified as “impacted wells” in Appendix A of this Consent Order. The wells to be sampled during future sampling events beyond the initial event, and the frequency of such events, may be modified with the Division’s reasonable approval and subject to Section IX (Dispute Resolution), based on the threat of contaminated plume migration or lack thereof.
- B. Following the initial sampling event, Respondent shall provide an alternate drinking water to residents that are determined by the Division to be impacted by Area Contamination at levels that exceed applicable Maximum Contaminant Levels, or in the absence of applicable Maximum Contaminant Levels, standards contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L. Within 24 hours of the determination of such impact, Respondent shall provide the affected household(s) with a temporary source of alternate water for drinking and cooking needs. For those wells for which the Division determines contaminant levels to pose unacceptable risk for bathing and showering, Respondent shall within fourteen (14) days of determination of such impact provide a temporary source of potable water sufficient for all supply needs of the impacted household(s). Respondent shall provide impacted households with temporary potable supplies until permanent potable water supplies are provided to those households. This subsection shall not apply to any residents that have already been provided a permanent alternative water supply by EPA or that have a permanent supply available but have refused to use it.
- C. Within one hundred twenty (120) days after entry of this Consent Order, Respondent shall submit to the Division a Remedial Investigation Plan (Investigation Plan) organized in sections corresponding to the following items and including at least:
 1. Area location information including Area street address, longitude and latitude, and identification of owners and use of the Area.

2. A summary of all management practices employed at the Area for hazardous wastes and any wastes that may have contained hazardous substances, including a list of types and amounts of waste generated, treatment and storage methods, and ultimate disposition of wastes; a description of the facility's past and current RCRA status; the location and condition of any vessels currently or previously used to store any chemical products, hazardous substances or hazardous wastes; and a summary of the nature of all Area contaminant releases, including one-time disposals or spills. The Division acknowledges that the information required by this provision is limited to information known to Respondent or contained in public records of relevant local, state or federal agencies, including but not limited to the North Carolina Department of Environment and Natural Resources and the United States Environmental Protection Agency.
3. United States Geological Survey topographic maps sufficient to display topography within a one-mile radius of the Area.
4. An area map drawn to scale including scale; north arrow; and locations of Area boundaries, buildings, structures, all perennial and non-perennial surface water features, drainage ditches, dense vegetation, known and suspected spill or disposal areas, sumps, septic systems, stormwater conduit, underground utilities, storage vessels, and existing Area wells.
5. Identification of environmentally sensitive areas on all properties that make up the Area and on all adjacent property to the Area including:

State Parks
 Areas Important to Maintenance of Unique Natural Communities Sensitive Areas
 Identified Under the National Estuary Program Designated State Natural Areas
 State Seashore, Lakeshore and River Recreational Areas
 Rare species (state and federal Threatened and Endangered) Sensitive Aquatic Habitat
 State Wild and Scenic Rivers
 National Seashore, Lakeshore and River Recreational Areas National Parks or
 Monuments
 Federal Designated Scenic or Wild Rivers
 Designated and Proposed Federal Wilderness and Natural Areas National Preserves and
 Forests
 Federal Land designated for the protection of Natural Ecosystems Critical Areas
 Identified Under the Clean Lakes Program
 State-Designated Areas for Protection or Maintenance of Aquatic Life State Preserves
 and Forests
 Terrestrial Areas Utilized for Breeding by Large or Dense Aggregations of Animals
 National or State Wildlife Refuges National and State Historical Sites
 Areas Identified Under Coastal Protection Legislation
 Coastal Barriers or Units of a Coastal Barrier Resources System
 Spawning Areas Critical for the Maintenance of Fish/Shellfish Species within River,
 Lake or Coastal Tidal Waters
 Migratory Pathways and Feeding Areas Critical for Maintenance of Anadromous Fish
 Species within River Reaches or Areas in Lakes or Coastal Tidal Waters in which
 such Fish Spend Extended Periods of Time
 State Lands Designated for Wildlife or Game Management Wetlands

Natural Areas Attracting Ecological Receptors Areas of Stressed Vegetation or Stressed
Wildlife

6. A chronological listing of all previous owners of 7303 Stony Hill Road since at least 1950.
7. Operational history of 7303 Stony Hill Road with aerial photographs and Sanborn Fire Insurance maps to support land-use history.
8. Area environmental permit history, including all federal, state, and local environmental permits, past and present, issued to Respondent or within Respondent's custody or control. Respondent shall provide copies of any such permits upon request by the Division. The Division acknowledges that the information required by this provision is limited to information known to Respondent or contained in public records of relevant local, state or federal agencies, including but not limited to the North Carolina Department of Environment and Natural Resources and the United States Environmental Protection Agency.
9. Copies of all previous and ongoing environmental investigations and environmental regulatory involvement with the Area, and copies of all associated reports and laboratory data. The Division acknowledges that the information required by this provision is limited to information known to Respondent or contained in public records of relevant local, state or federal agencies, including but not limited to the North Carolina Department of Environment and Natural Resources and the United States Environmental Protection Agency. (Respondent may but need not provide copies of materials already in the possession of the Division).
10. Proposed procedures for characterizing Area geologic and hydrogeologic conditions and identifying and delineating each Area Contamination source in the Area as to each affected environmental medium, including any plan for special assessment such as a geophysical survey.
11. Proposed methods, locations, depths of, and justification for, all sample collection points for all media sampled, including monitoring well locations and anticipated screened intervals.
12. Proposed field and laboratory procedures for quality assurance/quality control.
13. Proposed analytical parameters and analytical methods for all samples.
14. A contact name, address and telephone number for the principal consultant and laboratory, and qualifications and certifications of all consultants, laboratories and contractors expected to perform work in relation to this Investigation Plan. Any laboratory retained must currently be either certified to analyze applicable certifiable parameters under Title 15A of the North Carolina Administrative

Code, Subchapter 2H, Section .0800, or be a contract laboratory under the EPA Contract Laboratory Program.

15. Equipment and personnel decontamination procedures.
 16. A proposed schedule for Area activities and reporting.
 17. Any other information required by the Division or considered relevant by the remediating party.
 18. A signed and notarized certification by a company official with the express authority to bind the company stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
 19. A signed and notarized certification by the consultant responsible for the day to day investigation activities stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."
 20. If this document includes any work that would constitute the "practice of engineering" as defined by N.C.G.S. § 89C, the signature and seal of a professional engineer must be included. If this document includes any work that would constitute the "public practice of geology" as defined by N.C.G.S. § 89E, the signature and seal of a licensed geologist is required.
- D. Within thirty (30) days of receiving notice from the Division of any deficiency in the Investigation Plan, subject to Section IX (Dispute Resolution), Respondent shall submit to the Division information or material sufficient to correct such deficiency.
- E. Respondent shall begin the Remedial Investigation no sooner than receiving written approval of the Investigation Plan from the Division, nor later than thirty (30) days thereafter.
- F. Within the time approved by the Division in the Investigation Plan, Respondent shall submit to the Division a Remedial Investigation Report documenting implementation of the approved Investigation Plan, organized in sections corresponding to the following items and including at least:
1. A narrative description of how the investigation was conducted, including a discussion of any variances from the approved work plan.
 2. A description of groundwater monitoring well design and installation procedures, including drilling methods used, completed drilling logs, "as built" drawings of all monitoring wells, well construction techniques and materials, geologic logs, and copies of all well installation permits.

3. A map, drawn to scale, showing all soil, surface water and sediment sample locations and monitoring well locations in relation to known disposal areas or other sources of contamination. Monitoring wells must be surveyed to a known benchmark. Soil sample locations must be surveyed to a known benchmark or flagged with a secure marker until after the remedial action is completed. Monitoring well locations and elevations must be surveyed by a Professional Land Surveyor.
4. A description of all laboratory quality control and quality assurance procedures followed during the remedial investigation.
5. A description of procedures used to manage drill cuttings, purge water and decontamination water.
6. A summary of Area geologic conditions, including a description of soils and vadose zone characteristics.
7. A description of Area hydrogeologic conditions (if groundwater assessment is determined to be necessary), including current uses of groundwater, notable aquifer characteristics, a water table elevation contour map with groundwater flow patterns depicted, tabulated groundwater elevation data, and a description of procedures for measuring water levels.
8. Tabulation of analytical results for all sampling (including sampling dates and soil sampling depths) and copies of all laboratory reports (including QA/QC support data referenced to specific samples).
9. Soil, groundwater, surface water and sediment contaminant delineation maps and cross sections, including scale and sampling points with contaminant concentrations.
10. A description of procedures and the results of any special assessments such as geophysical surveys, immunoassay testing (EPA SW-846 4000 series methods), soil gas surveys, or test pit excavations.
11. Copies of all field logs and notes, and color copies of Area photographs.
12. A demonstration, supported by sampling data, that the Area Contamination has been delineated to the Division's satisfaction in accordance with the current version of the Division's Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup.
13. An inventory and map of all wells, springs, and surface-water intakes used as sources of water within a one-half mile radius of the center of the Area.
14. Any other information reasonably required by the Division consistent with the terms of this Consent Order or considered relevant by the Respondent.

15. As appropriate for each of the Respondent: A signed and notarized certification by a company official with the express authority to bind the company stating: “I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete.”
 16. A signed and notarized certification by the consultant responsible for the day to day investigation activities stating: “I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete.”
 17. If this document includes any work that would constitute the “practice of engineering” as defined by N.C.G.S. § 89C, the signature and seal of a professional engineer must be included. If this document includes any work that would constitute the “public practice of geology” as defined by N.C.G.S. § 89E, the signature and seal of a licensed geologist is required.
- G. Within thirty (30) days of receiving notice from the Division of any deficiency in the Remedial Investigation Report, Respondent shall submit to the Division information or material sufficient to correct such deficiency. When the Division determines that the Remedial Investigation is complete, the Division will notify Respondent in writing.
- H. Should additional remedial investigation work phases be necessary, Respondent shall submit the subsequent work phase investigation plan within thirty (30) days of receiving notice from the Division of the additional work phase required. The requirements for the submittal and content of plans and reports under Subsections VI.C-G. shall apply to subsequent work plans and reports except where, in the Division's sole discretion, the submission of such would duplicate a previous submittal.
- I. Within one hundred and twenty (120) days of receiving written notice from the Division that the Remedial Investigation is complete, Respondent shall submit to the Division a proposed Remedial Action Plan to address Site Contamination, developed using the Superfund Section’s remediation goals as set out in the current Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup, organized in sections corresponding to the following items and including at least:
1. A statement of objectives for the Remedial Action.
 2. A listing of potentially applicable technologies.
 3. An evaluation of remedial alternatives using the following feasibility study criteria:
 - a. Protection of human health and the environment, including attainment of remediation goals.
 - b. Compliance with applicable federal, State and local regulations.

- c. Long-term effectiveness and permanence.
 - d. Reduction of toxicity, mobility and volume.
 - e. Short-term effectiveness: effectiveness at minimizing the impact of the site remediation on the environment and the local community.
 - f. Implementability: technical and logistical feasibility, including an estimate of time required for completion.
 - g. Cost.
 - h. Community acceptance.
4. A detailed description of Respondent' preferred remedial alternative for each Site Contamination medium, from among the alternatives evaluated, including an evaluation of potential impact to any sensitive environments identified on or near the Site and construction designs and specifications (any proposed treatment technology may require on-site testing or bench- scale testing of site waste to verify its effectiveness).
 5. A description of all activities that are necessary to ensure that the proposed method(s) of remedial action is (are) implemented in compliance with applicable laws and regulations, that remediation goals set out in the Remedial Action Plan are met and that the health and safety of nearby residential and business communities will not be adversely affected by activities related to the remedial action. These activities include, but are not limited to, well installation and abandonment, sampling, run-on/run-off control, dust suppression and discharge of treated waste streams.
 6. The results of any treatability studies or site characterization work conducted in support of the proposed Remedial Action Plan.
 7. A description of any proposed treatability studies or additional site characterization work needed to support the remedial design.
 8. A description of methods of post-remedial and confirmatory sampling, and any necessary maintenance.
 9. Equipment and personnel decontamination procedures.
 10. A proposed schedule for completion of remedial design and for Remedial Action construction, implementation and periodic sampling and reporting.
 11. A signed and notarized certification by a company official with the express authority to bind the company stating: "I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."

12. A signed and notarized certification by the consultant responsible for the day to day remedial activities stating: “I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete.”
 13. If this document includes any work that would constitute the “practice of engineering” as defined by N.C.G.S. § 89C, the signature and seal of a professional engineer must be included. If this document includes any work that would constitute the “public practice of geology” as defined by N.C.G.S. § 89E, the signature and seal of a licensed geologist is required.
- K. Respondent shall provide to the Division the number of additional copies of the proposed Remedial Action Plan determined by the Division to be required for distribution to the local health director and the public library located in closest proximity to the Site in the county or counties where the Site is located, if requested by the Division. The Division shall also hold a public meeting in the community where the Site is located in order to discuss the Remedial Action Plan and to answer questions the public may have concerning the Remedial Action Plan. The Division shall also mail notice of the Remedial Action Plan to those who have requested notice that such plans have been developed, as provided in N.C.G.S. § 130A-310.4(c)(2). The Division will not approve the Remedial Action Plan until at least thirty (30) days after public notice was provided, and at least thirty (30) days after the public meeting is held.
- L. Within thirty (30) days of receiving notice from the Division of any deficiency in the Remedial Action Plan, subject to Section IX (Dispute Resolution), Respondent shall submit to the Division information or material sufficient to correct such deficiency.
- M. Respondent shall begin implementation of the Remedial Action Plan no sooner than receiving written approval from the Division nor later than sixty (60) days thereafter.
- N. Respondent shall take reasonable steps to provide for the abandonment of potable supply wells determined by the Division to be impacted by Site Contamination at levels that exceed Maximum Contaminant Levels, or in the absence of Maximum Contaminant Levels, standards contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, so long as the owners of those wells agree to their closure and for the abandonment of monitoring wells installed for the purposes of the Remedial Investigation and the Remedial Action conducted by Respondent at the Site. Such abandonment shall be conducted in accordance with applicable North Carolina laws, and conducted at the discretion of the Division.
- O. Any requests for modifications of the approved Remedial Action Plan must be submitted in writing to the Division, and may not be incorporated or implemented unless and until approved in writing by the Division.
- P. Respondent shall provide to the Division:

1. Quarterly reports during: (a) groundwater remedial action, (b) any soil and waste remedial action greater than one (1) month in duration, and (c) any necessary post-remedial maintenance; and
2. A final report with confirmatory sample data documenting complete implementation of the approved Remedial Action Plan.

Note 1: The quarterly reports and final report should include, without limitation, complete “as-built” drawings and specifications of all remedial action systems; tabulated laboratory data; the location and depth of samples collected; a description of all field and laboratory quality control/quality assurance procedures; and legible and complete copies of all records of periodic system inspections, laboratory reports, waste manifests and chain of custody documentation generated during the reporting period. Quarterly reports shall be provided by the tenth day after each quarter concludes, with the first quarter commencing on the date of written approval of the Remedial Action Plan by the Division. The final report shall be provided within one (1) month following complete implementation of the approved Remedial Action Plan.

Note 2: Each progress report and the final report shall contain the certifications specified in Subsections VI.C.18, VI.C.19, and VI.C.20 of this Consent Order.

- Q. Within thirty (30) days of receiving notice from the Division of any deficiency in the reports required by Subsection VI.P. or in the implementation of the plans required by this Consent Order, Respondent shall submit to the Division information or material sufficient to demonstrate correction of such deficiencies.

VII. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

- A. The Division or its representatives may take split or duplicate samples of any samples collected by Respondent pursuant to this Consent Order. Respondent shall notify in writing the Division not less than ten (10) days in advance of any field activity unless otherwise agreed by the Division. This notification may be given verbally in the field by Respondent to the Division.
- B. The Division or its representatives may conduct any field activity it deems appropriate in relation to the Site. Respondent may take split or duplicate samples of any samples collected by the Division during such field activity.
- C. While this Consent Order is in effect, Division personnel and their representatives may, in addition to exercising any related legal rights, enter the Area without notice at all times and, while present: review the progress of activities required by this Consent Order; conduct such tests as the Division deems necessary; verify the data submitted to the Division by Respondent; inspect and copy any and all records, files, photographs, operating logs, contracts, sampling and monitoring data, and other documents relating in any way to this Consent Order; and otherwise assess Respondent’ compliance with this Consent Order. All parties with access to the Area pursuant to this Consent Order shall comply with all approved health and safety plans. The Division acknowledges that

Respondent does not currently own or operate the Area and reasonable access will need to be obtained.

- D. Unless a confidentiality claim covering information provided under this Consent Order is made pursuant to law and adequately substantiated when the information is submitted, such information may be made available to the public by the Division without further notice to Respondent. Respondent agrees that under no circumstances shall analytical data generated pursuant to this Consent Order be considered confidential.
- E. Respondent waives any objections to the admissibility into evidence (but not objections or arguments as to the weight) of the results of any analyses of sampling conducted by or for Respondent at the Area or of other data gathered pursuant to this Consent Order.
- F. If Respondent is unable by reasonable and diligent efforts to gain access to any property as necessary pursuant to this Consent Order, the Division shall assist Respondent in obtaining access.

VIII. DELAY IN PERFORMANCE

As soon as Respondent is aware of the potential for delay, it shall submit to the Division written documentation of the reasons for the delay and the efforts made by Respondent to avoid the delay, as well as a time by which such work can be completed. The Division shall review the documentation and shall promptly approve the new schedule if good cause is shown. Good cause may include, but is not limited to, extraordinary weather, natural disasters, national emergencies, lack of cooperation from third party property and well owners, and other acts or occurrences that are beyond the reasonable control of Respondent. At a minimum, good cause does not include normal inclement weather, increases in the cost of work to be performed under this Consent Order, financial difficulty for Respondent in performing such work, failure by Respondent to satisfy its obligations under this Consent Order (whether evidenced by a notice of deficiency or not), acts or omissions of Respondent's contractors or representatives not otherwise constituting good cause, and failure by Respondent or its contractors or representatives to make complete and timely application for any required approval or permit. The burden of demonstrating good cause for delay, and that the delay proposed is warranted, is on Respondent.

IX. DISPUTE RESOLUTION

Should Respondent dispute any decision of the Division made pursuant to this Consent Order, Respondent shall attempt informal negotiations with the Division. If, after thirty (30) days, the matter is not resolved through informal negotiations, Respondent shall, within fourteen (14) days thereafter, submit to the Division a written statement of the grounds for their dispute and of the decision they advocate. Within a reasonable period following its receipt of such a written statement, the Division shall issue a written decision on the disputed matter. Within fourteen (14) days of receiving the Division's written decision on the dispute, Respondent shall submit to the Division a written statement as to whether it will abide by the Division's decision. If the Division does not receive such a statement, or the statement is to the effect that Respondent shall not abide by the decision on the dispute without exception or qualification, this Consent Order shall be deemed dissolved. In the event of dissolution of this Consent Order, the Division

shall retain all its applicable enforcement rights against Respondent and Respondent shall retain all applicable defenses. Respondent's invocation of dispute resolution shall not alone excuse noncompliance with this Consent Order or any requirement established pursuant thereto. Notwithstanding any to the contrary contained in this Consent Order, the Respondent expressly agrees that while N.C.G.S. § 130A-310.9 contains language regarding the voluntary remedial actions, should this Consent Order be dissolved or otherwise terminated, this matter may be returned to the EPA pursuant to the Superfund State Deferral Memorandum of Agreement between the State of North Carolina and the EPA.

X. ADDITIONAL PROVISIONS

- A. Respondent hereby expressly and irrevocably waives the \$5 Million cap contained in N.C.G.S. § 130a-310.9 for purposes of this Consent Order. Said waiver is material to the Division and EPA allowing deferral from the NPL.
- B. All documents submitted to the Division shall be delivered to:

David Lown, P.E., L.G.
Federal Remediation Branch Head
North Carolina Superfund Section
1646 Mail Service Center
Raleigh, NC 27699-1646

All work plans and reports shall be submitted in both paper and in an electronic format designated by the Division. Please see the Inactive Hazardous Sites Branch website located at <http://portal.ncdenr.org/web/wm/sf/ihshome> for current specifications on electronic document submittal.

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

Debra J. Rubenstein
Senior Corporate Counsel
Corporate Social & Environmental Responsibility
Flex
6201 America Center Drive
San Jose, CA 95002
408-576-7796
email: debra.rubenstein@flextronics.com

- C. This Consent Order shall be binding upon, and inure to the benefit of, Respondent, their respective agents, successors and assigns. Each signatory for Respondent to this Consent Order certifies that he/she is authorized to execute and legally bind the Remediating party for which/whom he/she is signing as to this Consent Order.
- D. Respondent shall provide a copy of this Consent Order to each contractor or other person or entity retained to perform any work under this Consent Order within seven (7) days after the effective date of this Consent Order or the date of retaining their services,

whichever is later. Respondent shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Consent Order and for ensuring that such contractors or other persons or entities comply with this Consent Order.

- E. This Consent Order notwithstanding, the Division retains all its authority regarding inactive hazardous substance or waste disposal sites in relation to the Area.
- F. All actions required pursuant to this Consent Order shall be in accordance with applicable local, state and federal laws and regulations, unless an exemption regarding particular state or local laws or regulations is specifically provided in this Consent Order now or later.
- G. Respondent jointly and severally agree to indemnify, defend 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 Respondent, any of them, and/or their respective and/or joint officers, employees, receivers, trustees, agents, contractors, or assigns in carrying out actions required pursuant to this Consent Order. Neither the State of North Carolina nor any agency or representative thereof shall be held to be a party to any contract involving Respondent relating to the Area excluding, however, this Consent Order.
- H. Respondent shall preserve, for at least five (5) years after termination of this Consent Order, all records and documents in their respective or joint possession or in the possession of their respective or joint divisions, employees, agents, accountants, contractors or attorneys which relate in any way to compliance with this Consent Order. After this five (5)-year period, Respondent shall notify the Division at least thirty (30) days prior to the destruction of any such records and documents. Respondent shall comply with any written request by the Division, prior to the day set for destruction, to continue to preserve such records and documents or to provide nonprivileged records to the Division. If alleging privilege, Respondent shall identify the document(s) and the grounds upon which it asserts privilege. Such identification may be made categorically, as appropriate. Respondent may assert any available right pursuant to applicable state law addressing public records, to keep particular records and documents, other than analytical data, confidential. However, Respondent understands and agrees that the Division, as a public entity, is bound by public records laws, which may be amended over time, and that the Division seeks to keep the public informed as part of transparent and open government. Therefore, Respondent shall designate as “confidential” only items that truly are exempt from public records disclosure pursuant to law(s) applicable to the State of North Carolina addressing public records. The Division and Respondent will resolve in good faith any dispute according to Section IX (Dispute Resolution).
- I. This Consent Order may not be modified without the written consent of the parties.
- J. Except for obligations under Subsections X.G., X.H., X.J., and X.K. this Consent Order shall terminate when Respondent receives written notice from the Division that all

activities required pursuant to this Consent Order have been completed to the Division's satisfaction.

- K. Respondent may elect to terminate and thus dissolve this Consent Order, and such election in and of itself shall not constitute a breach of or noncompliance with the Consent Order. If Respondent elects to discontinue implementation of work under this Consent Order, Respondent shall notify the Division in writing of such intent, and except for rights and obligations under Subsections X.G., X.H., X.J., and X.K., this Consent Order shall be dissolved upon the Division's receipt of such written notice. If the Division determines that Respondent is not complying with the terms of this Consent Order in a timely manner, the Division may notify Respondent in writing of such determination. If Respondent does not correct the asserted noncompliance within thirty (30) days of receipt of such written notice, the Division may notify Respondent that it has elected to terminate and thus dissolve this Consent Order. Further, should the Division state in writing to Respondent 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 Consent Order, then any party may dissolve this Consent Order except for the rights and obligations under Subsections X.G., X.H., X.J., and X.K. Dissolution to remove any bar to EPA's authority shall be without prejudice to any party to enter into an Administrative Consent Order or other form of agreement at a later date if allowed by, and subject to, North Carolina law then existing regarding Administrative Consent Orders or agreements. In any of the events described herein, no party may seek judicial review of the dissolution of this Consent Order or has any right, claim or action for breach of this Consent Order. In any of these events, the Division shall retain all its applicable enforcement rights against Respondent, and Respondent shall retain all applicable defenses. Notwithstanding the foregoing or the subsequent dissolution of this Consent Order, Subsections X.G., X.H., X.J., and X.K., and the rights, obligations and duties contained therein, shall survive the dissolution of this Consent Order.

This Consent Order is entered into on the ____ day of _____ 2016.

By: _____
(Signature)

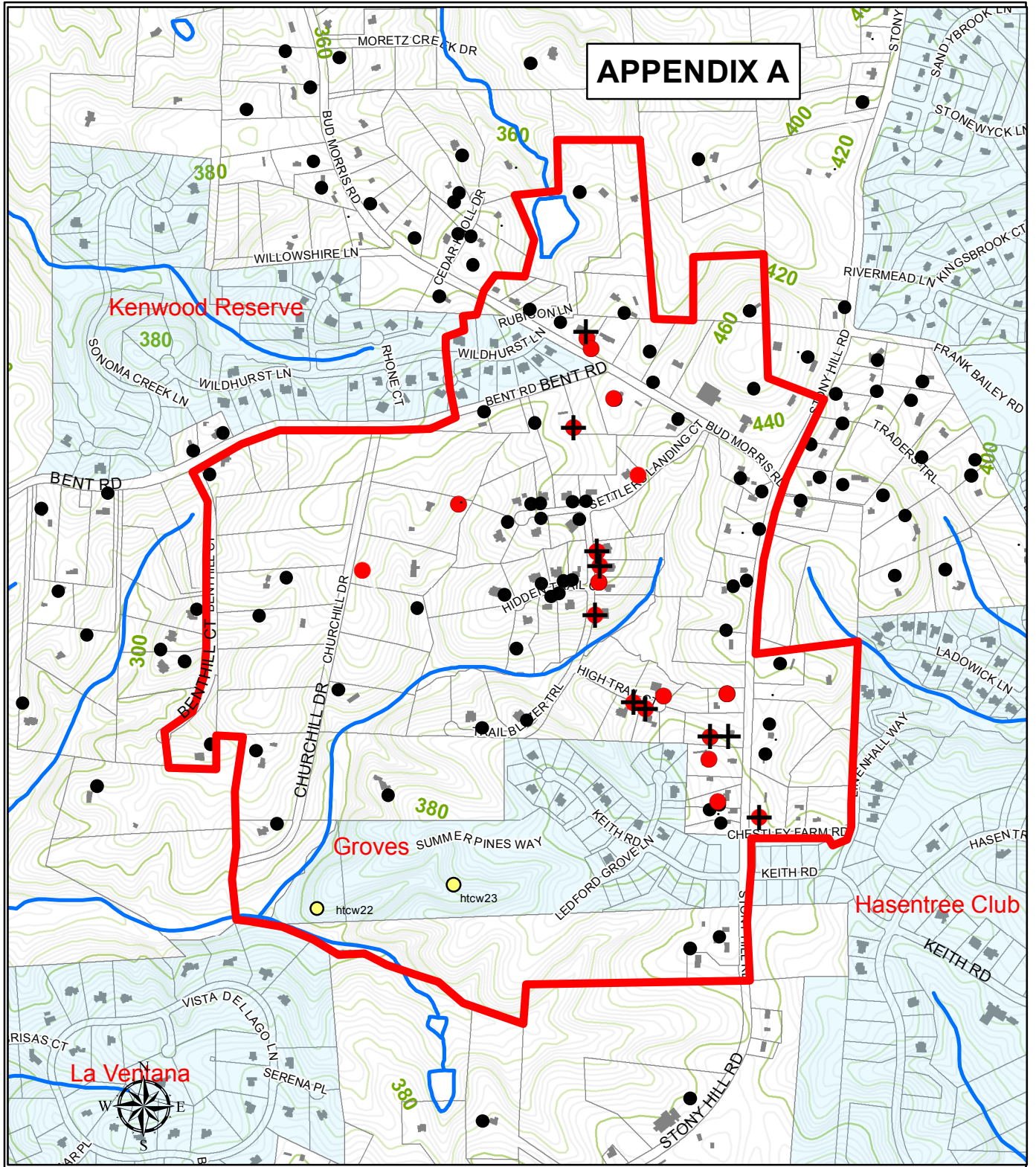
Jim Bateson,
Superfund Section Chief
Division of Waste Management
North Carolina Department of Environmental Quality

NOTE: SIGNATURE BLOCKS WILL NEED TO BE TAILORED TO THE RESPONDENT

By: _____
(Signature)

Name of Signatory, Title

[SIGNATURES AND CONSENT ORDER END]



County Location



Map Extent:
Wake County

Legend

- Impacted Well
- ⊕ Abandoned Impacted Well
- Not Impacted
- Community Well
- Extent of AREA

Area Map with Water Supply Locations

Site Name: **Stony Hill Road TCE**

Site Number: NCN000410857

Scale: 1 inch = 1,000 feet

Date: August 21, 2014

Figure Appendix A

Prepared by: HJZ