



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

April 27, 2009

The Honorable John Rhoden, Mayor
Town of Hampton
608 First Street West
Hampton, South Carolina 29924

Re: Town of Hampton
Former Safety Disposal Systems Site
Voluntary Cleanup Contract 09-5463-NRP
Hampton County

Dear Mayor Rhoden:

Enclosed please find a true and certified copy of the fully executed Voluntary Cleanup Contract 09-5463-NRP.

Thank you for your interest in South Carolina's Voluntary Cleanup Program. If you have questions or if I can be of further assistance, please contact me at 803-896-4285 or stampsjm@dhec.sc.gov.

Sincerely,

Jerry Stamps
Brownfields/Voluntary Cleanup Program
Division of Site Assessment, Remediation, and Revitalization
Bureau of Land & Waste Management

Attachments: Voluntary Cleanup Contract 09-5463-NRP

cc: Robert Hodges, BLWM (w/o attachments)
Russell Berry, Region 8 EQC District, Hampton (email)
File # 55920 (w/o attachments)

**VOLUNTARY CLEANUP CONTRACT
09-5463-NRP**

**IN THE MATTER OF
SAFETY DISPOSAL SYSTEMS SITE, HAMPTON COUNTY
and
TOWN OF HAMPTON**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the Town of Hampton, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002 and Supp. 2007), as amended on June 11, 2008, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§ 9601, et seq., and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200 (2002), with respect to the Property located at 100 Mill Street, Hampton, South Carolina. The Property is identified by Tax Map Serial Numbers 119-05-01-003, 119-05-03-002, 119-05-03-006, 119-05-02-001, 119-05-04-001, and 119-05-03-001. The Property is comprised of six parcels and includes approximately 13 acres. In entering this Contract, the Department relies on the representations of the "Information and Certification" of August 21, 2008 by the Town of Hampton, which is incorporated into this Contract and attached as Appendix A.

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, including any amendments, or in the regulations promulgated thereunder.
 - A. "Hampton" shall mean the Town of Hampton.
 - B. "Hampton Beneficiaries" shall mean Hampton, its Non-Responsible Party lenders, parents, subsidiaries, assigns and successors, including new

purchasers, lessees, heirs, and beneficiaries but only to the extent that such parties have never been a Responsible Party at the Property.

- C. "Bona Fide Prospective Purchaser" shall have the same meaning as that in CERCLA, Section 101(40).
- D. "Contamination" means presence of a Pollutant, Contaminant, Petroleum, or Petroleum Product, or a Hazardous Substance.
- E. "Contract" shall mean this Voluntary Cleanup Contract.
- F. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- G. "Existing Contamination" shall mean any contamination, including pollutants or contaminants, petroleum or petroleum products, or hazardous substances, present or existing on or under the Site as of the execution date of this Contract.
- H. "Hazardous Substance" means
 - i. Any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)],
 - ii. Any element, compound, mixture, solution, or substance designated pursuant to section 9602 of CERCLA,
 - iii. Any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921]

(but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress),

- iv. Any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)],
 - v. Any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and,
 - vi. Any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- I. "Non-Responsible Party" (or "NRP") shall mean any party which is neither:
- i. A responsible party at the time the voluntary cleanup contract is signed, including lenders, economic development agencies, fiduciaries, trustees, executors, administrators, custodians, subsequent holders of a security interest; nor
 - ii. A parent, subsidiary of, or successor to a responsible party.
- J. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract and any future amendments thereto.
- K. "Petroleum" and petroleum product" means crude oil or any fraction of crude oil

which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.

- L. "Pollutant or Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.

- M. "Property" shall mean property as described in the Information and Certification attached as Appendix A, and that is subject to ownership, prospective ownership, or possessory or contractual interest of Hampton.

- N. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.

- O. "Responsible Party" shall mean:
- i. The owner and operator of a vessel or a facility, as these terms are defined in CERCLA;
 - ii. Any person who, at the time of disposal of any hazardous substance, owned or operated any facility at which such hazardous substances were disposed of, as these terms are defined in CERCLA;
 - iii. Any person who, by contract, settlement, or otherwise, arranged for disposal or treatment or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by such a party or entity and containing such hazardous substances, as these terms are defined in CERCLA;
 - iv. Any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels or sites selected by such person from which there is a release, or a threatened release that causes the incurrence of response costs, of a hazardous substance, as such terms are defined in CERCLA; and
 - v. Any person who owns or operates or who owned or operated an above ground or underground storage tank from which petroleum or petroleum products have been released or who owns and operates or who owned or operated a property on which a petroleum release or other discharge has occurred; however, the exemptions of Section 44-2-80(B) and (C) apply.
- P. "The Site" shall mean all areas where a contaminant, petroleum or petroleum product has been released, deposited, stored, disposed of, placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).

- Q. "Underground Storage Tank" means any one or combination of tanks, including underground pipes connected to it, which is used to contain an accumulation of regulated substance, and the volume of which is ten percent or more beneath the surface of the ground. [State Underground Petroleum Environmental Response Bank Act of 1988. Section 44-2-20. Definitions (24)]
- R. "Voluntary Cleanup" shall mean a response action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002 and Supp. 2007), as amended on June 11, 2008.
- S. "Work Plan" shall mean the plan for additional response actions to be conducted at the Property as described in Paragraph 5 of this Contract.
2. Based on the information known by and/or provided to the Department, the following findings are asserted for purposes of this Contract:
- A. Owners and operators on the Property are attached as Appendix B
- TMS 119-05-01-003 (Medical Waste Incinerator Parcel) History
- B. The Property is generally bound to the north by Mill Street with undeveloped land beyond, to the northeast by Mill and Jarrell Street with undeveloped land and residences beyond, to the East by Mill Street and Nix Street with vacant land, a welding shop, and residential properties beyond, to the south by the vacant Georgia Pacific facility, and to the west by the Nevamar facility (laminated manufacturer).
- C. The Property was utilized by Safety Disposal System of South Carolina as a medical and specialized waste incineration facility between 1985 and 2002.

Operations ceased after an Administrative Order (AO) was issued by the Department and SDS declared bankruptcy. The facility reportedly burned up to 100 tons of waste per day. Other activities included permitted release into an on-site storm water detention pond and on-site mosquito control.

- D. The Department issued an Administrative Order (AO) dated February 25, 2002 that permanently ceased operations at the subject facility. The AO resulted from numerous violations including improper ash storage, improper infectious waste storage, failure to properly monitor the incinerators, and air quality permit violations. The Department took control of the facility and referred the site to the EPA Emergency Response and Removal Branch to conduct a removal action.

- E. The Final Removal Action Letter Report dated January 17, 2003 prepared by Weston Solutions, Inc. on behalf of the EPA indicated that 1,525 tons of solids (ash, sump solids, drum contents, and unburned medical waste) along with 2,824 gallons of liquid (oil, water, solvents) were properly discarded during the cleanup. Analytical tests indicated a majority of the materials were non-hazardous; therefore, some of the wastewater was treated on-site. Forty-seven gallons of hazardous waste were identified and appropriately disposed during the cleanup, including caustics, aluminum chloride, klaraid, sulfuric acid, and hydrogen peroxide.

- F. Georgia Pacific reportedly operated a fuel UST on a contiguous parcel that was purchased by SDS for additional parking. The former UST is suspected to be located in the southern portion of the subject Property

- G. An unpermitted landfill, owned by Nevamar (a.k.a. Westinghouse Electric Co.

and International Paper) is located adjacent to the northwest boundary of the subject Property. Groundwater contamination, consisting of a commingled VOC and SVOC plume, emanating from the landfill has migrated onto the subject Property. Groundwater flow was established to be east and southeast toward the subject Property.

TMS 119-05-03-002, 119-05-03-006, 119-05-02-001, 119-05-04-001, 119-05-03-001 (Storage Properties) History

- H. The Property is generally bound to the north and northeast by wooded land and single-family residences, to the east and southeast by wooded and cleared agricultural land, a welding shop, and single-family residences, to the south and southwest by Mill Street and Nix Street with the former SDS medical waste incineration facility and vacant Georgia Pacific facility beyond, and to the west by Mill Street with the former SDS medical waste incineration facility and Nevamar property beyond.

- I. SDS used these parcels for ancillary services and storage associated with the former incineration facility. Activities included: truck maintenance and repair, tractor-trailer storage, storage of medical waste in plastic bins, independent welding operations, SDS offices, and residential use. In 1989 an incident complaint was reported to the Department regarding Smith's Body Shop. The reported incident included two 55-gallon drums and several five and one-gallon size containers. The Department required the removal of the containers. The contents, if any, of the containers does not appear to have been identified and no record of their removal was located.

- J. Hampton is attempting to acquire the properties through eminent domain proceedings. Though specific redevelopment plans have not yet been

established, Hampton's acquisition of the Property will benefit the local community by conducting appropriate response actions with regard to potential environmental impacts, increasing tax revenue, increasing surrounding property values, and increasing jobs.

3. Hampton is a local government in the State of South Carolina with its principal place of business located at 608 First Street West, Hampton, South Carolina, 29924. Hampton is a Non-Responsible Party at the Site; it is not a parent, successor, or subsidiary of a Responsible Party at the Site; and it certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property. Other than hiring a demolition contractor to demolish and dispose of the former SDS incinerator property structures as part of Hampton's 2007/2008 Community Development Block Grant activities, Hampton has had no previous involvement with the Site, including but not limited to any such activities that may have resulted in any Existing Contamination at the Site.
4. Hampton agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Property that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Hampton's contact person for matters relating to this Contract. Hampton will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Hampton in writing of any deficiencies in the Work Plan, and Hampton shall respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina

and shall set forth methods and schedules for accomplishing the following tasks:

- A. Hampton shall perform a baseline characterization of all media on the Property that may have been impacted by past operations.
- B. Hampton shall remove any existing potential for contamination:
 - i. In the event that drums, tanks, or other containers and items that are potential sources of contamination are found on the Property at any time prior to or during assessment or development activities, all shall be characterized and removed from the Property for proper use or disposal in accordance with applicable regulations. Records documenting characterization and disposal of these items shall be provided to the Department within 30 days of removal.
 - ii. Should any release of potential contamination occur or be identified during removal of these items, Hampton shall immediately notify the Department and shall assess the impact of the release in accordance with a Department approved plan.
- C. Hampton shall properly abandon the existing water supply well in accordance with R.61-71 of the South Carolina Well Standards
- D. Hampton shall assess soil contamination:
 - i. **Incinerator Parcel:**
 - a. One surface soil sample shall be collected from the former chemical storage area. This sample shall be analyzed for Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), TAL

Metals, Pesticides, and Formaldehyde.

- b. One surface soil sample (or depth corresponding to highest field screening measurement) shall be collected at the former Diesel AST Storage Area. This sample shall be analyzed for VOCs, SVOCs and TAL Metals.
- c. Two soil samples shall be collected at the structures of unknown use. Samples shall be collected at the interval corresponding to the highest field screening measurements or, if field screening does not indicate impacts, immediately beneath the structure foundations. These samples shall be analyzed for VOCs, SVOCs, and TAL metals.
- d. Three surface soil samples shall be collected from areas of potential contaminant deposition due to previous grading activities. These samples shall be analyzed for SVOCs and TAL metals.
- e. One surface and one corresponding subsurface soil sample shall be collected at the suspected former UST area. The subsurface soil sample shall be collected at the interval corresponding to the highest field screening measurement. These samples shall be analyzed for VOCs, SVOCs, and TAL metals. Additionally, the subsurface soil samples shall be analyzed for Formaldehyde.
- f. One surface and one corresponding subsurface soil sample shall be collected at the at the former SDS wastewater treatment area. The subsurface soil sample shall be collected at the depth of native soil or 4 to 6 feet below grade. These samples shall be analyzed for VOC, SVOCs, and TAL metals.
- g. Two surface soil samples shall be collected from the former ash handling area. These samples shall be analyzed for VOC, SVOCs, and TAL metals. Additionally, one sample shall be analyzed for pesticides and Dioxins/Furans.