



Catherine B. Templeton, Director

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

September 8, 2014

**CERTIFIED MAIL – 9171999991703137134258**

**Return Receipt Requested**

Joan W. Hartley, Esq.  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
Columbia, SC 29201

**Re: Responsible Party Voluntary Cleanup Contract;  
Former Carolina Chemical/CAE Pesticide Bag Disposal Site;  
Lexington County.**

Dear Ms. Hartley:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 14-4752-RP which was executed by the Department on September 8, 2014.

Per Paragraph 9, the Richland-Lexington Airport District must pay to the Department by certified or cashier's check, the sum of \$5,664.48 to reimburse past costs incurred by the Department. Payment for past costs shall be paid by October 8, 2014, and submitted to:

John K. Cresswell  
South Carolina Department of Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, SC 29201

Thank you for your patience and cooperation in this matter. The Department looks forward to working with Richland-Lexington Airport District to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Gary Stewart at (803) 898-0778, or me at (803) 898-0882.

Yours very truly,

David Wilkie, Environmental Health Manager  
Division of Site Assessment, Remediation & Revitalization  
Bureau of Land and Waste Management

Enclosure

cc: Ken Taylor, L&WM  
Gary Stewart, L&WM  
John Cresswell, L&WM  
Harry Mathis, EQC Midlands Region  
Lucas Berresford/Pat Vincent/Shawn Reed/Karen Clymer/Linda Jackson, L&WM  
BLWM File 55781

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY.

SIGNATURE

*David Wilkie*

**VOLUNTARY CLEANUP CONTRACT  
14- 4752 -RP**

**IN THE MATTER OF  
FORMER CAROLINA CHEMICAL/CAE  
PESTICIDE BAG DISPOSAL SITE, LEXINGTON COUNTY  
and  
RICHLAND-LEXINGTON AIRPORT DISTRICT**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Richland-Lexington Airport District, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. §§ 44-56-10 to 850, as amended, with respect to the facility known as the Former Carolina Chemicals/CAE Pesticide Bag Disposal Site located at the east side of South Carolina Highway 302, approximately one mile south of Interstate 26 in West Columbia, South Carolina ("Site"). The Site includes approximately 165 acres and is bounded generally to the north by a residential neighborhood, to the east by Norfolk Southern Railroad and light industry, to the south by mixed use commercial properties and undeveloped land, and to the west by the Foreign Trade Zone, the HARSCO Rail manufacturing facility and SC Highway 302. The Property is identified by County of Lexington Tax Map Serial Number 006797-01-006 ("Property"); and a legal description of the Property is attached to this Contract as Appendix A.

**DEFINITIONS**

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

A. "RLAD" shall mean Richland-Lexington Airport District. RLAD is a political subdivision of the State of South Carolina with its principal

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place of business located at 125A Summer Lake Drive, West Columbia, South Carolina 29170.

- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "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.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601(14).
- F. "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 (i) through (vi) of Paragraph (D) of CERCLA § 101, 42 U.S.C. §§ 9601, as amended, and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property," as described in the legal description attached as Appendix A, shall mean that portion of the Site which is subject to



ownership, prospective ownership, or possessory or contractual interest of RLAD

- H. "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.
- I. "The Site" shall mean all areas where a Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "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 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

## FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:
  - i. Between 1941 and 1946, the Property was owned and operated by the Department of Defense (DOD) as part of the Columbia Army Air Base (CAAB).
  - ii. In 1947, the United States of America conveyed the Property to the County of Lexington.
  - iii. In 1962, the County of Lexington conveyed the Property to RLAD.
- B. Site Description: The Site is located on the east side of South

Carolina Highway 302, approximately one mile south of Interstate 26 in West Columbia, Lexington County, South Carolina. The Site is primarily undeveloped wooded land and measures approximately 165 acres. The Site is identified on the USGS 7.5-Minute Series topographic map titled Southwest Columbia, South Carolina. The map depicts unpaved roads on the Property. Elevations on the site range from approximately 230 feet above mean sea level (MSL) in the central portion of the property to approximately 150 feet above MSL along the tributary to Sixmile Creek along the northern property line. The overall slope of the Site is predominately downward to the north.

C. Historical Uses of and Off-Site Impacts to Property: The following is a brief history of the prior uses of and off-site impacts to the Property:

- i. From 1941 to 1946, the Property was part of the Columbia Army Air Base (CAAB). According to the Army, the CAAB was primarily used to for bombardment training for World War II pilots. The Army operated two landfills on the Property (collectively, the "CAAB Landfills"). Landfill 1 was located in the northeast corner of the Property, adjacent to and west of, the Norfolk Southern Railroad tracks. Landfill 2 is located just south of Landfill 1, and adjacent to and west of, the Norfolk Southern Railroad tracks. The CAAB Landfills were used primarily for disposal of wrecked aircraft from training procedures. The War Assets Administration declared the Property excess in January 1946. In 1947, the Property was conveyed to the County of Lexington.
- ii. The Property was conveyed to RLAD by the County of Lexington in 1962.
- iii. In the late 1960s, a portion of the former CAAB Landfills was used as a borrow source for sand during the construction of

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- Interstate Highway 26.
- iv. From the late 1940s to the mid-1980s, Carolina Chemicals, Inc., and its predecessors and successors ("Carolina Chemicals"), operated a pesticide formulation and blending facility at a location approximately one-half mile northwest of the Property and west of Highway 302 ("Carolina Chemicals Processing Plant Site"). Numerous spills and leaks of various pesticides and pesticide compounds occurred during the course of Carolina Chemicals' operations at the Carolina Chemicals Processing Plant Site. Additionally, the Carolina Chemicals Processing Plant Site included a waste disposal area and a railroad loading/unloading area. Carolina Chemicals' activities at the Carolina Chemicals Processing Plant Site resulted in extensive contamination of the soils and groundwater at the Carolina Chemicals Processing Plant Site. The contamination at the Carolina Chemicals Processing Plant Site also migrated off-site and impacted surface water and groundwater on the neighboring properties. The Carolina Chemicals Plant Processing Site is bordered to the north and south by two unnamed tributaries of Sixmile Creek, which converge approximately 800 feet downstream of the Carolina Chemicals Processing Plant Site. This combined tributary flows through neighboring properties and then along a portion of the northern boundary of the Site toward Sixmile Creek.
- v. From October 1989 to September 1991, the United States Environmental Protection Agency ("EPA") performed a removal action at the Carolina Chemicals Processing Plant Site. In 1989, approximately 16,000 cubic yards of contaminated soil was excavated by the EPA. A portion of the excavated soil was stockpiled on RLAD property

(adjacent to the Carolina Chemicals property) until 1991 when the EPA's contractor removed the soil from the Property.

- vi. From approximately 1956 to 1962, Carolina Chemical disposed of paper bags containing pesticide residues on the Property. Of the approximately 280,000 bags Carolina Chemical reportedly transported to the Property, approximately 80 percent were burned, and of the estimated 56,000 bags remaining, only a few thousand bags reportedly contained active pesticide ingredients. Most of the bags which were not burned were deposited along a narrow, steep-sloping strip of land (about 800 feet long with an average width of 20 feet) that bordered the western side of a Norfolk Southern Railroad right-of-way and included a portion of Landfill 2 of the CAAB Landfills. Bags were reportedly also sparsely scattered by Carolina Chemical over the south side of the Property.
- vii. In 1986, RLAD removed 1537 cubic yards of material, including all visible bags, from the Property. In 1992, RLAD implemented institutional controls to reduce the risk of exposure to any remaining contamination on the Property by moving any soil containing fragments of bags to the toe of a berm by the former disposal area and covering the material with 18 inches of compacted clay fill. The disturbed area was seeded to form a vegetative cover for erosional control. A locking barrier fence topped with three strands of barbed wire was installed around the area to prevent unauthorized access.

D. Investigations / Reports: Multiple environmental assessments have been conducted at the Site since 1981. There is currently a network of 15 monitoring wells maintained at the Site. At the

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direction of the Department, groundwater samples are collected semi-annually from the 15 wells to monitor groundwater quality. These sampling events include collecting three surface water samples from a tributary of Sixmile Creek to monitor potential impacts to the surface water from groundwater discharge. Routine groundwater sampling events have been performed by others since approximately 1996. S&ME has performed the groundwater monitoring for RLAD since approximately 2002. Several macroinvertebrate assessments have also been performed in the tributary to Sixmile Creek to determine impact from the Carolina Chemicals Processing Plant Site. A summary of the relevant environmental assessment activities conducted at the Site and surrounding areas is included in this Contract as Appendix B.

- E. On May 18, 2012, the Department invited RLAD to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and, on or about July 17, 2012, RLAD voluntarily agreed to enter the VCP.
- F. RLAD agrees to provide the necessary information and/or additional investigation if so requested by the Department in order to obtain a CERCLA-quality response action.

### RESPONSE ACTIONS

3. RLAD 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 Site 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 RLAD's contact person for matters relating to this Contract. RLAD will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify RLAD in writing of any deficiencies in the Work Plan, and RLAD will 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. RLAD and the U.S. Corps of Engineers have conducted extensive environmental assessment to determine the source, nature, and extent of contamination at the Site. RLAD shall conduct the following additional assessment activities to further delineate the extent of the contamination at the Site.

- i. RLAD shall collect and analyze soil samples in accordance with the approved Work Plan. RLAD shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (1-3 ft.) from nine (9) sampling locations to the north of and in the vicinity of the abandoned rail spur on the Property. Each soil sample shall be analyzed for TCL-Pesticides. Soil quality results shall be compared to the United States Environmental Protection Agency's Regional Screening Levels for Chemical Contaminants at Superfund Sites for Residential and Industrial Soils (RSLs).
- ii. RLAD shall conduct hydraulic conductivity tests on two of the existing monitoring wells closest to the tributary of Sixmile Creek, CAAB-1 and CAAB-3, to assess the hydraulic characteristics of the shallow aquifer at the tributary and contaminant plume boundary.
- iii. RLAD shall collect and analyze 24 pore water samples from the tributary to Sixmile Creek along the northern Property line. Samples will be collected along the tributary bordering the groundwater contamination plume on the north side of the Property. Each sample shall be field measured for specific conductivity, pH, temperature and turbidity. Each sample shall



be analyzed for TCL-Pesticides. Pore water sampling results shall be compared to the EPA Office of Water's maximum contaminant level (MCL) standards, the South Carolina Interim Drinking Water Standards, or, if no standard is available, to the Regional Screening Tables values for "Tapwater."

iv. RLAD shall install one (1) additional groundwater off-site monitoring well on the east side of the Norfolk Southern railroad easement downgradient of existing monitoring well MS-12. A sample from the new groundwater monitoring well shall be analyzed for TCL- Pesticides. Groundwater quality results shall be compared to the EPA Office of Water's maximum contaminant level (MCL) standards, the South Carolina Interim Drinking Water Standards, or, if no standard is available, to the Regional Screening Tables values for "Tapwater."

- B. RLAD will submit a comprehensive investigation report that includes the findings of current investigation activities outlined in Paragraph 3.A above, and historic information used to define the nature and extent of contamination. The Department will review this report and determine if additional investigation is necessary to define the extent of contamination. If the Department determines that additional investigation is needed RLAD will submit a work plan to address the Department's request. If the Department determines that no additional data gaps exist, then RLAD will proceed with submission of the Feasibility Study Work Plan.
- C. Upon approval of the Feasibility Study Work Plan by the Department, RLAD will conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing contamination at the Site. The Department acknowledges that a planned extension of the John Hardee Expressway traverses the Site and agrees that alternatives analyzed in a Feasibility Study or other evaluation of remedial and/or

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removal alternatives should be designed to avoid the installation of remedial measures that would impede construction of the planned extension.

4. RLAD shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by RLAD.
5. RLAD shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by RLAD pursuant to this Contract.
6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, RLAD shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, or (C) nationally recognized overnight delivery service company, or (D) by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work



plans, and reports should be submitted to:

The Department: James "Lucas" Berresford  
South Carolina Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201  
berresjl@dhec.sc.gov

RLAD: Francis Murray  
Columbia Metropolitan Airport  
125A Summer Lake Drive  
West Columbia, SC 29170

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

### **PUBLIC PARTICIPATION**

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. RLAD will pay costs of response associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

### **COSTS OF RESPONSE**

9. RLAD shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of five thousand six hundred sixty-four dollars and forty-eight cents (\$5,664.48) to reimburse estimated past costs of response incurred by the Department through February 28, 2014 ("Past Costs") relating to the Site. RLAD's payment for Past Costs should be submitted to:

The Department: John K. Cresswell  
South Carolina Department of Health & Environmental  
Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, SC 29201

In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, RLAD shall, on

a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

RLAD: Francis Murray  
Columbia Metropolitan Airport  
125A Summer Lake Drive  
West Columbia, SC 29170

All of RLAD's payments should reference the Contract number on page 1 of this Contract and be made payable to:

**The South Carolina Department of Health & Environmental Control**

If complete payment of the past costs of response or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

**ACCESS**

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). All of the Department's costs associated with access and said Response Actions will be reimbursed by RLAD. RLAD and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of

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other property that is included in the Site. If RLAD is unable to obtain access from the Property owner, the Department may obtain access and perform response activities.

### **RESTRICTIVE COVENANT**

11. If hazardous substances in excess of residential standards exist at the Property after RLAD has completed the actions required under this Contract, RLAD shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of RLAD or, if the Property is not owned by the RLAD, the current owner of the Property, and witnessed, signed, and sealed by a notary public. RLAD shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in the county in which the Property is located. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the Restrictive Covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require RLAD or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. RLAD or subsequent owners of the Property shall file an annual report with the Department by May 31<sup>st</sup> of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

### **OBLIGATIONS AND BENEFITS**

12. Upon execution of this Contract by the Department, RLAD, its signatories, parents, subsidiaries, successors and assigns, shall be deemed to have resolved its liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200, for the response actions specifically covered in the Contract including the approved



Work Plan(s) and reports. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the South Carolina State Register.

13. Subject to Paragraph 16, nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

14. Subject to Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against RLAD for any matters not expressly included in this Contract.

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, RLAD shall submit to the Department a written notice of completion.

Once the Department determines that RLAD has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), shall issue RLAD a Certificate of Completion that provides a covenant not to sue to RLAD, its signatories, parents, successors, and subsidiaries, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are

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contingent upon the Department's determination that RLAD successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, RLAD its signatories, parents, successors, assigns, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. RLAD and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty-(30)-day advance written notice of the election to terminate this Contract to the other party. Should RLAD or subsequent owners of the Site elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by RLAD its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in RLAD's or its parents, successors, assigns, and subsidiaries business activities on the Property or use of the



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Property that are inconsistent with the terms and conditions of this Contract; or

- G. Failure by RLAD to obtain the applicable permits from the Department for any Response Actions or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by RLAD or the Department does not end the obligations to pay Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The parties to this Contract agree that this Contract governs RLAD's liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and RLAD with respect to this Contract. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth in this Contract.

21. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE

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THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL

BY: *Daphne G. Neel*  
Daphne G. Neel, Chief  
Bureau of Land and Waste Management  
Environmental Quality Control

DATE: 9/8/14

*Clair Poirier*  
Reviewed by Office of General Counsel

DATE: 9/3/14

RICHLAND-LEXINGTON AIRPORT DISTRICT

*Dan Mann*  
Signature

DATE: July 2, 2014

Dan Mann - Executive Director  
Printed Name and Title

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## APPENDIX A

### Legal Description of the Property

County of Lexington  
A Portion of TMS #: 006797-01-006

All that certain piece, parcel, or tract of land, containing approximately 165 acres, more or less, situate, lying and being on the eastern side of South Carolina Highway 302, south of the City of Cayce, County of Lexington, State of South Carolina. Said tract being more particularly described as all of the parcel identified as County of Lexington Tax Map Number 006797-01-006 and located east of South Carolina Highway 302, this being a portion of the parcel identified as "Parcel C 371.62 Acres" shown on a plat of property surveyed for Richland-Lexington Airport District, prepared by B.P. Barber & Associates Engineers, dated November 20, 1961, and recorded in the Office of the Register of Deeds for Lexington County in Plat Book 62-G at page 9, less and excepting the portion of this tract conveyed to the South Carolina Department of Transportation by deed of Richland-Lexington Airport District, dated April 3, 2006, and record in the Office of the Register of Deeds for Lexington County in Deed Book 11162 at page 15.

This being a portion of the same property conveyed to Richland-Lexington Airport District; by deed of Lexington County Board of County Commissioners, dated June 6, 1962, and recorded on July 12, 1962, in the Office of the Register of Deeds in Lexington County in Deed Book 11-O at Page 499.

## APPENDIX B

### Summary of the relevant environmental assessment activities conducted at the Site and surrounding areas.

- 1) Groundwater Hydrology Assessment of the Columbia Metropolitan Airport Property, Lexington, South Carolina, Soil & Material Engineers, Inc., April 30, 1982:

Four monitoring wells were installed at the Site south of the east-west trending railroad spur along the escarpment that was created from past sand mining activities. The wells were installed downgradient of the pesticide bag disposal area and were designated as A-19, B-17, B-37 and C-35 with numerical suffix indicating screen depth. Pesticide concentrations in groundwater exceeded EPA Drinking Water Maximum Contaminant Levels (MCLs) with higher levels reported in the two shallow wells. Total pesticides in groundwater ranged from 24 micrograms per liter ( $\mu\text{g}/\text{l}$ ) to 258  $\mu\text{g}/\text{l}$ . Three shallow soil samples collected downgradient of the pesticide bag disposal areas reported elevated pesticide concentrations. Total pesticide concentrations in soil ranged from 417 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ) to 7,657  $\mu\text{g}/\text{kg}$ .

- 2) A Macroinvertebrate Assessment of Two Tributaries of Sixmile Creek at Carolina Chemicals, Inc., Lexington County, South Carolina Department of Health and Environmental Control, January 12, 1983:

The macroinvertebrate assessment included five sampling stations in the tributaries of Sixmile Creek upstream and downstream of the former Carolina Chemicals Processing Plant Site located on Quartermaster Street approximately 1000 feet west of the Highway 302. Carolina Chemicals maintained an NPDES permit to discharge the pesticide toxaphene not to exceed 500  $\mu\text{g}/\text{l}$  in surface water runoff. The study concluded that pesticide levels in surface water runoff from the Carolina Chemicals Processing Plant Site were many times above the EPA recommended limits. Elevated pesticide levels were reported in stream sediments downstream of the Carolina Chemicals Processing Plant Site. Results of the in-stream macroinvertebrate assessment demonstrated adverse impact to aquatic life downstream of the plants discharge to tributaries of Sixmile Creek.

- 3) Hydrogeology of the Columbia Metropolitan Airport Sand Pit Area, Soil & Material Engineers, Inc., April 25, 1984:

The assessment was performed for RLAD at the direction of the Department. Eleven groundwater monitoring wells (MW-1 through MW-11) were installed as part of the study. The report concluded that the Site is underlain by sedimentary sands and clays that are about 60-80 feet thick beneath the sand pit and overlie crystalline bedrock. The sediments are divided into four geologic units having similar physical and hydrogeological characteristics. Unit 1 is a shallow unconfined (water-table) aquifer that is only partially saturated. Unit 2 is a low permeability confining bed that separates Units 1 and 3. The most permeable unit is Unit 3 which is a semi-confined aquifer with a relatively low permeability. The deeper Unit 4 is a very low permeability unit that is an effective confining bed that limits the downward vertical movement of groundwater into the bedrock aquifer.

The study also concluded that the direction and rate of lateral and vertical groundwater movement were strongly controlled by the northeast boundary stream or tributary to Sixmile Creek. Groundwater flowing through the semi-confined aquifer (Unit 3) moves from southwest to northeast and discharges into the tributary. The stream acts as a hydraulic boundary to the flow of groundwater off the Property. The rate of dispersion has been and will continue to be relatively slow because of the relatively low permeability of aquifers beneath the site.

A water well survey was also performed for a 0.8 mile radius of the Site. The results of the water well survey did not identify any water wells within 2000 feet of the sandpit area.

4) Assessment of Impact to Groundwater and Soils, Abandoned Pesticide Bag Disposal Site, CRS Sirrinc, April 30, 1984:

CRS Sirrinc conducted this assessment in conjunction with the S&ME sand pit investigation described in (3) above. Activities consisted of soil sampling and sampling of eleven monitoring wells installed by S&ME. Shallow soil samples collected from the pesticide bag disposal area identified elevated pesticide concentrations as high as 465,500  $\mu\text{g}/\text{kg}$  (DDT) directly below a concentration of bag material. Soil samples in the downgradient sand pit area reported significantly less pesticide contamination. Two composite soil samples were also analyzed for the entire EPA Priority Pollutant list. No compounds other than pesticides were reported in the samples. The elevated pesticide levels were found to be generally affiliated with the discontinuous clay lenses found randomly within the sand pit area.

Two groundwater sampling events were performed for the eleven monitoring wells. The groundwater samples were analyzed for pesticides and PCBs. No PCBs were reported in the samples. Total average pesticide concentrations from the two sampling events ranged from 1.8  $\mu\text{g}/\text{l}$  in upgradient well MW-7 to 159.8  $\mu\text{g}/\text{l}$  in well MW-3 located downgradient of the bag disposal area. Pesticide isoconcentration maps indicate a north trending plume extending from the bag disposal area to the tributary to Sixmile Creek. The underlying clay lenses beneath the site act as a barrier to vertical migration of contaminants and serve to absorb a large percentage of pesticides which percolate from the surface. The impermeable lenses serve to deflect groundwater flow laterally to the north and northeast toward the creek. Therefore the creek was determined to be the local discharge area and mixing zone for groundwater flowing from the Property. Surface water samples collected from the creek did not indicate pesticides above laboratory detection limits.

5) Post Closure and Contingency Plan, Columbia Metropolitan Airport, CRS Sirrinc, Inc. March 8, 1985:

The Post Closure and Contingency Plan was prepared at the request of the Department on behalf of RLAD. The plan called for the installation of two additional monitoring wells (MW-12 and MW-13) south and east of the bag disposal area to further delineate the groundwater contaminant plume, the collection of additional groundwater data and establishment of data points in the tributary to Sixmile Creek, development of a post closure monitoring plan and contingency plan for additional assessment as necessary



to further delineate site contamination and quarterly monitoring well and surface water sampling. Proposed remedial actions consisted of the removal of pesticide bags and contaminated soil interspersed with the bags. Extraction and treatment of groundwater and additional soil removal were recommended as additional remedies if necessary.

- 6) Quarterly Monitoring Report, Columbia Metropolitan Airport, CRS Sirmine, August 21, 1985:

Quarterly monitoring of the monitoring wells included new wells MW-12 installed south of the bag disposal area and MW-13 installed east of the Norfolk Southern Railroad. Total pesticides reported in well MW-13 were 13.5 µg/l. Total pesticides reported in well MW-12 were 1.16 µg/l. Based on these results, the report concluded that the south and east contaminant plume boundaries had been established by wells MW-12 and MW-13.

- 7) Columbia Metropolitan Airport Work Plan, Pesticide Site Monitor Well Upgrade and Health Risk Assessment, Sirmine Environmental Consultants, June 1989:

The work plan provided relevant information pertaining to the condition and fate of the 13 monitoring wells that were installed on the Site during previous assessments. Notable are: monitoring well MW-2 was not able to be relocated, monitoring wells MW-4 and MW-5 were found to be damaged and were abandoned, and monitoring well MW-13 could not be located. The remaining wells were upgraded with concrete pads and lockable casings.

Two new monitoring wells were proposed to vertically define the pesticide contamination. The wells were installed beside well MW-6 and are identified as MW-6A and MW-6B.

- 8) Engineering Report on Confirmation Study, Columbia Army Air Base, Columbia, South Carolina, Ecology and Environmental, Inc. October 1989:

Prepared for the U.S. Army Corps of Engineers, the purpose of the assessment was to identify soil and or groundwater contamination associated with two CAAB Landfills on the Site associated with the former Columbia Army Air Base and past DOD activities during WWII. The assessment included the installation of monitoring wells CAAB-1, CAAB-3 and CAAB-7. These wells and four of the existing monitoring well network (MW-1, MW-3, MW-6, MW-8) in the vicinity of the CAAB Landfills were sampled. The groundwater samples were analyzed for volatile organic compounds, acid and base neutral extractable organic compounds, PCBs, pesticides, petroleum hydrocarbons and total and filtered metals.

Reported VOCs in groundwater were limited to 1,1,1-trichloroethane (8.5 µg/l) and chlorobenzene (2.5 µg/l) in well CAAB -1, and acetone ranging from 18 µg/l to 110 µg/l in wells CAAB 1, 3 and 7. No reported VOCs exceeded Primary Drinking Water MCLs if established and the detections were attributed to laboratory sources and not site contamination. Pesticides were reported in all seven wells sampled with one well exceeding MCLs. No PCBs or petroleum compounds were reported in the samples. No metals exceeded MCLs. Lead exceeded the 0.015 mg/l Action Level in two wells at 0.023 and 0.019 mg/l. Iron and manganese exceeded secondary MCLs in several of the

wells.

- 9) Expanded Site Inspection, Carolina Chemicals, Lexington Co, South Carolina, SCDHEC, June 27, 2001:

The Expanded Site Inspection included collection of ten sediment samples from the tributary of Sixmile Creek and collection of three soil samples from the pesticide bag disposal area on the Property. Five sediment samples exceeded the background levels for pesticides. However, the pesticide levels in creek sediment were reported to be generally lower than levels observed in the past. Elevated pesticide levels were reported in a soil sample collected from the pesticide bag disposal site. The soil sample was collected near a culvert beneath the abandoned rail road spur located downgradient of the bag disposal area. A second soil sample collected further downgradient toward the creek reported pesticide compounds to a lesser degree. No pesticides were reported in a soil sample collected near the site entrance on Foreign Trade Zone Road. It was recommended the Carolina Chemicals Processing Plant Site be prioritized for State Superfund activities. Further investigation of the pesticide bag disposal area was also recommended.

- 10) Soil Assessment Report, Pesticide Bag Disposal Area, Columbia Metropolitan Airport, Earth Tech, Inc., November 16, 2001:

Earth Tech performed extensive surface and shallow soil sampling in the pesticide bag disposal area to identify potential ecological and human health risks and eliminating future impacts to groundwater and surface water in the unnamed tributary to Sixmile Creek. Soil samples were collected from a total of 70 boring locations in a grid pattern across the bag disposal site at depth intervals of 0-1 ft., 2-3 ft., 4-5 ft. and 7-8 ft.

The soil data indicated pesticides are widely distributed in the surface soils (0-1 ft.) across the former bag disposal area site. One or more pesticide compounds exceeded the EPA Region 9 Industrial PRGs in most of the surface soil samples collected. The highest concentrations of pesticides were reported in the former bag disposal area. Toxaphene represents the highest range variance at 25 to 140,000,000 ug/kg.

Pesticides were reported in the subsurface soil (2-3 ft.) in fifty of the samples collected. The number of EPA Region 9 PRG exceedences decreased significantly relative to the surface soil samples. The elevated detections correlated with high surface soil concentrations and where erosional features were observed.

Pesticides were reported in subsurface soil samples (4-5 ft.) in fifty-three samples collected. The frequency of pesticides exceeding EPA Region 9 PRGs is reduced significantly relative to the upper soil samples with only three pesticide compounds Aldrin, Dieldrin and Toxaphene exceeding PRGs.

Three soil samples were collected from the 7-8 ft. depth range in high concentration surface soil areas and no pesticides were reported above EPA Region 9 PRGs.

The report recommended supplemental soil sampling further east along the Norfolk Southern Railroad, to the north of the on-site rail spur and west of the sand pit area as well as additional 7-8 ft. soil samples in high impact areas.

*AW*

- 11) Pesticide Soil Sampling, John N. Hardee Expressway, West Columbia, South Carolina, S&ME, November 14, 2003:

Soil sampling for pesticides was performed along the on-site rail spur north of the pesticide bag disposal area. The rail spur was the proposed route of the John Hardee Expressway that was to traverse the Site in an east west direction. Six soil samples were collected along the rail spur at a depth of approximately 1.5 feet to determine potential exposure to construction workers the construction route. Elevated pesticides were reported in only one of the six soil samples collected along the rail spur. Dieldrin was the only pesticide compound that exceeded the EPA Region 9 Industrial PRG.

- 12) Site Investigation Report, Former Columbia Army Air Base, Columbia, South Carolina, TerranearPMC, March, 2012.

Terranear was contracted by the U.S. Army Corps of Engineers to 1) define the nature and extent of potential contamination from the former DOD landfills; 2) determine the impact to sediment and surface water in the tributary to Sixmile Creek; 3) obtain current groundwater quality data from existing wells at the CAAB landfill areas; and 4) determine the integrity and thickness of the landfill covers. The report summarized the following conclusions:

No VOCs or SVOCs were detected in surface water samples collected from the ephemeral ditch (tributary to Sixmile Creek) along the north property line. Metals were reported in surface water but did not exceed EPA Regional Screening Levels (RSLs) for Tapwater. Several pesticides in surface water samples exceeded the EPA RSLs for Tapwater.

Several SVOCs and pesticides were reported in sediments collected from the ephemeral ditch. Of these detections, only pesticide concentrations exceeded screening criteria at one location. The pesticide detections in sediment are generally decreasing from upgradient to downgradient, indicating that the contaminants are not migrating significantly or that flooding events may be flushing contaminants from the local system. No metals were reported in the sediments above RSLs for residential soil except for arsenic. The source of the SVOCs is unknown; however, it is suggested contaminants flushed from the local surface drainage systems as a possible source.

One SVOC compound was reported in one of seven groundwater monitoring wells sampled but did not exceed the RSL for Tapwater. Twelve metals were reported in groundwater samples, none of the metals exceeded RSLs for Tapwater. Pesticides above the RSLs for Tapwater were reported in all of the monitoring wells samples.

Although reported as landfills, Landfill 1 and Landfill 2 (the CAAB Landfill) did not display typical landfill characteristics, buried debris was not observed in boreholes completed, and surface debris observed in the areas appeared to be more recent than when DOD maintained control of the property. Landfill 2 area displayed characteristics of a borrow pit, presumably from the I-26 construction in the late 1960s.



The report concluded there is no impact to the site from historical DOD operations.

- 13) Receptor Survey Report, Former Pesticide Bag Disposal Site, Columbia Metropolitan Airport, S&ME, October 24, 2011:

At the request of the Department, RLAD engaged SM&E to prepare a Receptor Survey Report for the Site. No water supply wells within a 1,500 radius of the Site were identified as potential receptors. No receptors in the form of schools, daycare centers, medical centers or nursing homes were identified in the area. A municipal sewer line traverses the pesticide contaminated groundwater plume along the northern site boundary and is connected to the City of Cayce wastewater treatment plant located 3.5 miles due east. Surface water in the tributary to Sixmile Creek was again determined to be the primary receptor of pesticide contamination from the Property.

- 14) Groundwater Monitoring Reports, CRS Serrine, Earth Tech, Rust, S&ME, 1985-2012:

Groundwater monitoring reports have been performed annually or semi-annually at the Site since approximately 1985 by CRS Serrine (1985, 1987), Rust (1996-1998), Earth Tech (1998-2001), and S&ME (2001-2012). The reports document the groundwater pesticide concentrations in the monitoring well network at the Site and surface water samples from the tributary to Sixmile Creek.