



June 25, 2020

**CERTIFIED MAIL**

Article #: 92148969009997901417698696

Ms. Jennifer Bishop  
5010 Monticello Road  
Columbia, SC 29203

**Re: Responsible Party Voluntary Cleanup Contract  
Grace Christian Ministries Townhomes Site; Richland County**

Dear Ms. Bishop:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 20-7528-RP which was executed by the Department on June 25, 2020.

Thank you for your patience and cooperation in this matter. The Department continues to look forward to working with Grace Christian Ministries, Inc. dba Greater Columbia CDC to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone Lucas Berresford at (803) 898-0747.

Sincerely,

A handwritten signature in blue ink that reads "Elisa Vincent". The signature is written in a cursive, flowing style.

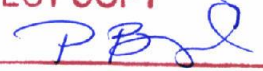
Elisa Vincent, Environmental Health Manager  
Division of Site Assessment, Remediation & Revitalization  
Bureau of Land and Waste Management

Enclosure

cc: G. Ken Taylor, PG, L&WM (w/ enclosure)  
J. Lucas Berresford, L&WM (w/ enclosure)  
Veronica Barringer, Director, Midlands EQC Region (w/ enclosure)  
Jan Trent/Shawn Reed/Linda Jackson, L&WM (w/ enclosure)  
BLWM File 59296

**THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY**

SIGNATURE



**VOLUNTARY CLEANUP CONTRACT  
20-7528-RP**

**IN THE MATTER OF  
GRACE CHRISTIAN MINISTRIES TOWNHOMES SITE, RICHLAND COUNTY  
and  
GRACE CHRISTIAN MINISTRIES, INC. DBA GREATER COLUMBIA CDC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Grace Christian Ministries, Inc. dba Greater Columbia Community Development Corporation (CDC), pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 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. § 44-56-200, with respect to the facility known as the Grace Christian Ministries Townhomes Site ("Site"). The Grace Christian Ministries, Inc. dba Greater Columbia CDC property is located at 320 Club Road, Columbia, South Carolina ("Property"). The Property includes approximately 11 acres and is bounded generally by Rugby Road to the north, Brickyard Road to the south, single-family homes to the east, and Club Road to the west. The Property is identified by the County of Richland as Tax Map Serial Numbers R09212-01-01, R09212-02-01, R09212-02-12, R09305-04-18, R09305-04-19, R09309-15-08, R09309-15-11. 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 pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "Grace" shall mean Grace Christian Ministries, Inc. dba Greater Columbia CDC. Grace Christian Ministries, Inc. dba Greater Columbia CDC is a Partnership with its principal place of business



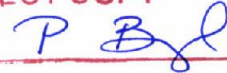
located at 5010 Monticello Road, Columbia, SC 29203.

- 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 § 101, 42 U.S.C. § 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 (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. §§ 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.
- 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



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SIGNATURE \_\_\_\_\_



- Grace.
- 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. "Site" shall mean all areas where a Hazardous Substance, Pollutant or 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. Property Ownership Information:

R09212-01-01

- Grace Christian Ministries, Inc. 12/31/1991 – Present
- Calvert W & Huffines 1970 – 12/31/1991

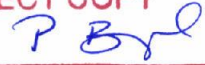
R09212-02-01

- Grace Christian Ministries, Inc. 12/31/1991 – Present

R09212-02-12

- Grace Christian Ministries, Inc. 12/31/1991 – Present

R09305-04-18



- Grace Christian Ministries, Inc.

12/26/1991 – Present

R09305-04-19

- Greater Columbia Community
- Red Oaks Lands
- Calvert W/Pickett Huffines

1/30/2020 – Present

12/23/1994 – 1/30/2020

1/1979 – 12/23/1994

R09309-15-08

- Grace Christian Ministries, Inc.

12/31/1991 – Present

R09309-15-11

- Greater Columbia Community
- Charles P Watson
- Calvert W/Pickett Huffines

1/30/2020 – Present

12/23/1994 – 1/30/2020

1/1979 – 12/23/1994

- B. The Property is generally surrounded by woods/brush covered lands and single-family homes.

### RESPONSE ACTIONS

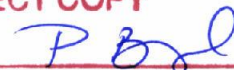
3. Grace agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract an Assessment Work Plan (Work Plan) for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented 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 Grace's contact person for matters relating to this Contract. Grace will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and

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will notify Grace in writing of any deficiencies in the Work Plan, and Grace will respond in writing to the Department's comments within thirty (30) days. 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. Conduct an Environmental Assessment to determine the source, nature, and extent of Contamination at the Site.
  
- B. Submit to the Department an Assessment Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved Work Plan. The Department shall review the report for determination of completion of the Report and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Grace, and Grace shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Grace a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Grace shall submit a revised report addressing the Department's comments.
  
- C. If determined necessary by the Department, conduct an evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.





4. Grace 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 to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Grace.

5. Grace 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 Grace pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Grace 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.

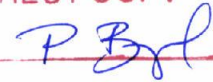
7. All correspondence by either party to the other shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to 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: Jan Trent  
South Carolina Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street

Columbia, South Carolina 29201  
trentjc@dhec.sc.gov

SIGNATURE



Grace Christian Ministries, Inc.: Jennifer Bishop  
5010 Monticello Road  
Columbia, SC 29203

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 by Grace, 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. Grace will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

### **RESPONSE COSTS**

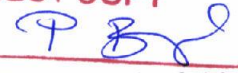
9. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Grace shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this 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:

Grace Christian Ministries, Inc.: Jennifer Bishop  
5010 Monticello Road  
Columbia, SC 29203



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AND CORRECT COPY**

SIGNATURE



All of Grace'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 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). Grace 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 other property that is included in the Site. If Grace is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Grace.

**RESTRICTIVE COVENANT**

11. If hazardous substances in excess of residential standards exist at the Property after Grace has completed the actions required under this Contract, Grace 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 Grace and witnessed, signed, and sealed by a notary public. Grace shall record this

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restrictive covenant with the Register of Deeds in Richland County. 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 Grace or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Grace 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. 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 a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor or assign.

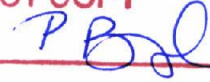
13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way 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.

14. Subject to the provisions of Paragraph 15, 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 Grace for any matters not expressly



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addressed by and settled through this Contract.

15. Upon successful completion of the terms of this Contract, Grace shall submit to the Department a request for a Certificate of Completion.

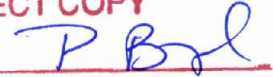
Once the Department determines that Grace has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. §§ 44-56-740(A)(5) and (B)(1), will give Grace a Certificate of Completion that provides a covenant not to sue to Grace, its signatories, parents, subsidiaries, successors, and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that Grace successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, Grace, its signatories, parents, subsidiaries, successors, and assigns 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.

16. Grace 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 Grace 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.

17. 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 Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Grace, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Grace's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;  
or
- G. Failure by Grace to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

18. Upon termination of this Contract, the covenant not to sue will be null and void. Termination of this Contract by Grace or the Department does not end the obligations of Grace to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

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

**THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY**

SIGNATURE P. Byl

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY: [Signature]  
Henry J. Porter, Chief  
Bureau of Land and Waste Management

DATE: 4-25-2020

[Signature]  
Reviewed by Office of General Counsel

DATE: 6/22/20

**GRACE CHRISTIAN MINISTRIES, INC. DBA GREATER COLUMBIA CDC**

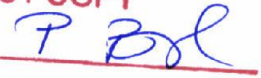
[Signature]  
Signature

DATE: June 15, 2020

CEO / Executive Director  
Printed Name and Title

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SIGNATURE



## APPENDIX A

### Legal Description of the Property

County of Richland

Tax Map Serial Number R09212-01-01, R09212-02-01, R09212-02-12, R09305-04-18,  
R09305-04-19, R09309-15-08, R09309-15-11

Richland County Tax Map No.:09309-15-11

All that certain piece, parcel, lot of land, situated lying, and being in the County of Richland, State of South Carolina, and being described as Lot "4" Block "B: as shown and delineated on a Plat of Byrneswood Subdivision recorded in the Office of the Richland County Register of Deeds in Plat Book "X" at page 233.

Richland County Tax Map No.:09305-04-19

All that certain piece, parcel, lot of land, situated lying, and being in the County of Richland, State of South Carolina, and being described as Lot "12", "13", "14", "15", "16", Block "D: as shown and delineated on a Plat of Byrneswood Subdivision recorded in the Office of the Richland County R.M.C. (now Register of Deeds) in Plat Book "X" at page 873, and having such metes and bounds as set forth on the Tax Maps of Richland County Assessor, thereon being described as Lot "19", block "4", sheet "9305".

Richland County Tax Map No.:09305-04-18

All that certain piece, parcel, or tract of land, with improvements thereon, situated lying, and being in the northern section of Byrneswood Subdivision, adjoining the southeastern boundary of barony Subdivision, in or near the northwestern boundary of the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as THREE and SIXTY-TWO ONE HUNDREDTHS (3.62) ACRES, on a plat prepared for Board of American Mission of the Lutheran Church of America, by Belter & Smith, Inc., Engineers, dated April 11, 1972, and recorded in Plat Book \_\_\_ at Page \_\_\_ in the Office of the Clerk of Court for Richland County; reference being craved to said recorded plat for a more accurate description by metes and bounds being generally described as follows:

- Bounded on the Northeast by Byrneswood Subdivision, whereon it measures three hundred fifty (350) feet;
- On the Southeast by Byrneswood Subdivision, whereon it measures four hundred fifty (450);
- On the Southwest by Byrneswood Subdivision, whereon it measures three hundred fifty (350) feet;
- On the Northwest by Barony Subdivision, whereon it measures four hundred fifty (450);



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TMS#: 9309-15-08, 9212-01-01, 9212-02-01, 9212-02-12

All those certain pieces, parcels, or lots of land, with improvements thereon, if any; some parcels being in the City Limits of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as Lots; 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block "D"; Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Block "B" on plat of Byrneswood Subdivision by McMillan Engineering Company recorded in PLAT BOOK "X", PAGE 233 and 233A.