

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

David Wilkin

**VOLUNTARY CLEANUP CONTRACT
15-5966-RP**

**IN THE MATTER OF
3V CHEMICAL SITE, GEORGETOWN COUNTY
and
3V INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and 3V Inc., 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, et seq., as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. §§ 44-56-200, as amended, with respect to the facility known as the 3V Chemical Site ("Site") located at 888 Woodstock Street, Georgetown, South Carolina. The facility property ("Property") includes approximately 125.3 acres and is bound generally by the Sampit River on the north, forested wetlands zoned "Planned Development" on the west, Pennyroyal Road on the south, and forested land, beyond which is Mauresina Road on the east. The Property is identified by County of Georgetown as Tax Map Serial Numbers 01-0437-001-01-00, 01-0437-001-01-01; and a legal description of the Property is attached to this Contract as Appendix A. By entering this Contract, 3V neither agrees nor admits to any liability with respect to the release or threat of release of hazardous substances or petroleum products at the Site, and the Department shall not use this Contract as an admission of liability in any proceeding except as provided for in paragraph 9.

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. "3V" shall mean 3V Inc. 3V is a Delaware Corporation authorized to do business in South Carolina with its principal place of business



- located at 888 Woodstock Street, Georgetown, SC 29440.
- B. "Contamination" shall mean impact by a 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/was subject to ownership, prospective ownership, or possessory or contractual interest of 3V.

DW

- 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, Contaminant, Petroleum, or Petroleum Product 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. 3V is a manufacturer of specialty chemicals used in a range of industries, in particular, for detergent, cosmetic, toiletry, paper and pharmaceutical markets.
- B. In 1992, 11,000 pounds of methylene chloride reportedly was released from a reactor to the air and soil.
- C. There have been releases of hazardous substances at the Site since 1992. A list of those releases is attached to this Contract as Appendix B ("Releases").
- D. 3V has provided numerous reports to determine the extent of soil and groundwater contamination at the Site and documented

- remedial activities at the Site. Lists of those reports are listed in Appendix C of this Contract ("Reports").
- E. The Department invited 3V to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and, on June 18, 2012, 3V voluntarily agreed to enter the VCP.
 - F. 3V 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.
 - G. Upon execution of this Contract, the Department will evaluate the reports identified in Paragraph 2.C above to insure there are no data gaps in 3V's previous investigations and reports in order to obtain a CERCLA-quality investigation of the Site and verify the ongoing remedial response is adequately addressing the Site-wide contamination.

RESPONSE ACTIONS

3. 3V agrees to submit to the Department for review and written approval, an Assessment Plan (Work Plan) for the Site that is consistent with the technical intent of the National Contingency Plan, within forty-five (45) days of receipt of comments from the Department's evaluation of existing data gaps as noted in 2G. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and 3V's contact person for matters relating to this Contract. 3V will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and Reports, then will notify 3V in writing of any deficiencies in the Work Plan, and 3V 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:

DW

- A. The Work Plan shall include soil and groundwater sampling to fill data gaps, identify potential source areas, and determine the extent of groundwater Contamination.
- B. Within forty-five (45) days following completion of the soil and groundwater sampling in subparagraph A, 3V shall submit an Assessment Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment). The Department will review the Assessment Report and will notify 3V in writing of any deficiencies in the Assessment Report, and 3V shall respond in writing within thirty (30) days to the Department's comments.
- C. If deemed necessary by the Department, within sixty (60) days following approval of the Assessment Report, 3V shall submit a Feasibility Study Work Plan (FSWP) outlining areas to be remediated and potential remedial technologies to be evaluated in the Feasibility Study including but not limited to:
- No action
 - Institutional controls
 - Soil excavation
 - Soil mixing (using chemical amendments)
 - Injection of chemical amendments
 - Extraction and treatment
- D. If deemed necessary by the Department, within ninety (90) days of the Department's approval of the FSWP, 3V shall submit to the Department a Feasibility Study. Within a reasonable period of time, the Department shall review the Feasibility Study (FS) for determination of completion of the FS and sufficiency of the documentation. If the Department determines that the FS is not complete, the Department shall send to 3V a letter indicating that revision of the FS is necessary. Within thirty (30) days of receipt of such letter from the Department, 3V shall submit a revised report addressing the Department's comments

DW

4. 3V 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 3V.

5. 3V 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 3V pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, 3V 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. The Department agrees to re-evaluate the frequency of required reporting based on Site activities.

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:

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

SIGNATURE _____



The Department: Addie Walker
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
walkeras@dhec.sc.gov

3V: Scott McNair
VP Plant Management
3V Inc.
888 Woodstock Road
Georgetown, SC 29440
s.mcnair@3vusa.com

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. 3V 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. 3V 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 seven hundred ten dollars and eighty-one cents (\$5,710.81) to reimburse estimated past costs of response incurred by the Department through March 1, 2015 ("Past Costs") relating to the Site. 3V'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, 3V shall, on a

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE _____



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:

3V: Scott Mc.Nair
VP Plant Management
3V Inc.
888 Woodstock Road
Georgetown, SC 29440
s.mcnair@3vusa.com

All of 3V'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). 3V and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

dw

or other transferee of the Property, and to any owner of other property that is included in the Site. If 3V is unable to obtain access from any 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 3V.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after 3V has completed the response actions required under this Contract, 3V shall enter and file a restrictive covenant placing necessary and appropriate restrictions on use of the Property. If 3V does not own the Property, then 3V shall make arrangements with the current owner of record to enter and file a restrictive covenant placing necessary and appropriate restrictions on use of the Property. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of 3V and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. 3V or the current owner of the Property shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Georgetown 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 3V or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. 3V or subsequent owners of the Property shall file an annual report with the Department by May 31st 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. 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, past or future, that the Department may have against a responsible party who is not a signatory to the Contract and who is not a signatory's parent, subsidiary, successor and assign.

13. Subject to 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 3V for any matters not expressly included in this Contract.

15. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, 3V shall submit to the Department a written request for a Certificate of Completion.

Once the Department determines that 3V 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 3V a Certificate of Completion that provides a covenant not to sue to 3V, 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 is contingent upon the Department's determination that 3V successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, 3V, its signatories,

DW

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. 3V 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 3V 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.

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 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 3V, its parents, successors, assigns, and subsidiaries, not covered by this Contract;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in 3V's or its parents, successors, assigns, and subsidiaries business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or

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

SIGNATURE _____



G. Failure by 3V to obtain the applicable permits from the Department for any Response Actions or other activities undertaken at the Property.

18. Upon termination of the Contract, the covenant not to sue will be null and void. Termination of this Contract by 3V or the Department does not end the obligations of 3V to pay 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 and enter into this Contract on behalf of their respective parties.

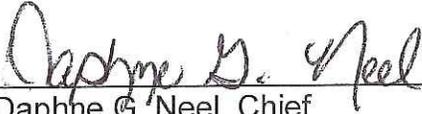
THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE



THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

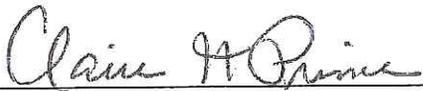
BY:



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

DATE:

9/11/15



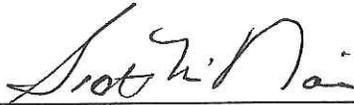
Reviewed by Office of General Counsel

DATE:

9/9/15

3V, INC.

Signature



DATE:

08/27/2015

Scott McNaire, Vice President Plant Management
Printed Name and Title



APPENDIX A

Legal Description of the Property

County of Georgetown
Tax Map Serial Numbers
01-0437-001-01-00 and 01-0437-001-01-01

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain piece, parcel, or tract of land lying and being in the County of Georgetown, State of South Carolina, containing 125.3 acres and being more particularly described as follows:

Beginning at a pipe located 141.85' West of the Northwestern corner of S-22-831 (Woodstock Street), said pipe being the Southwestern most corner of the 125.3 acre tract, thence N 03° 49' E, 1322.6' to a pipe, thence N 20° 05' W, 869.5' to a pipe, thence N 04° 38' E, 200.0' to a pipe on the edge of the Sampit River, thence in an easterly direction along the edge of the Sampit River for a distance of 3800'+/- to the Northeastern most corner of said tract, being a common corner to the "Mouresina Tract" thence along the Southern edge of the Ricefields/Swamp S 33° 25' W, 46.9' to a point, thence S 17° 25' W, 70.0' to a point, thence S 71° 20' W, 38.3' to a point, thence S 38° 05' W, 319.5' to a point, thence S 68° 20' W, 44.2' to a point, thence S 53° 20' W, 138.6' to a point, thence S 74° 30' W, 37.6' to a point, thence S 64° 20' W, 238.3' to a point, thence S 89° 10' W, 195.4' to a point, thence S 55° 20' W, 58.7' to a point, thence due West, 84.5' to a point, thence S 60° 50' W, 66.7' to a point, thence N 68° 30' W, 44.2' to a point, thence N 37° 20' W, 58.1' to a point, thence N 64° 45' W, 48.2' to a point, thence N 32° 30' W, 114.2' to a point, thence N 72° 30' W, 28.4' to a point, thence S 25° 00' W, 104.3' to a point, thence S 39° 20' W, 80.5' to a pipe, thence S 74° 45' W, 47.5' to a pipe at the edge of the Ricefields/Swamp and Highland Portion of the plant site, thence S 01° 00' E, 5.7' to a pipe, thence S 01° 00' E, 169.8' to a pipe, thence S 02° 26' E, 121.0' to a pipe, thence S 04° 35' W, 316.9' to a pipe thence S 02° 40' W, 210.9' to a pipe, thence S 05° 00' W, 398.4' to a pipe, thence S 03° 44' W, 258.2' to a pipe, thence N 86° 11' W, 1380' to a pipe, the point of beginning.

The above described 125.3 acres consists of the following described Parcel 1 and Parcel 2:

PARCEL 1

All that certain piece, parcel, or tract of land containing 60.0 acres, more or less, and being shown and delineated as Parcel 1 (Highland-Subject to Lease) on an ALTA/ACSM Land Title Survey prepared for 3V Incorporated by Wendell C. Powers, P.L.S., dated November 30, 2001, Tax Map # 1-437-1.1.1

DERIVATION: This being the identical property conveyed to Georgetown County, a political subdivision of the State of South Carolina by deed of 3V, Inc. a Delaware Corporation dated November 18, 1998, and recorded December 12, 1998, in Deed Book 926, at Page 111, in the Office of the Register of Deeds for Georgetown County, South Carolina

PARCEL 2

All that certain piece, parcel, or tract of land containing 65.3 acres, more or less, and being shown and delineated as Parcel 2 (Ricefields) on an ALTA/ACSM Land Title Survey prepared for 3V Incorporated by Wendell C. Powers, P.L.S., dated November 30, 2001, Tax Map # 1-437-1.1

DERIVATION: This being a portion of the property conveyed to 3V, Inc. a Delaware Corporation by deed of Bell-Ford Land Company, Inc. dated December 13, 1979, and recorded December 19, 1979 in Deed Book 175, at Page 496, in the Office of the Register of Deeds for Georgetown County, South Carolina

AW

**APPENDIX C
LIST OF REPORTS**

Report Title	Firm	Submittal Date
Summary of Preliminary Groundwater Assessment ...	RMT	December 1, 1997
Report of Limited Site Assessment	Law Engr.	November 23, 1998
Report of Evaluation of Contaminant Fate and Transport ...	Law Engr.	September 9, 1999
Downgradient Monitoring Well Results	Law Engr.	January 31, 2000
Groundwater Quality Final Assessment Report	GEL	March 28, 2001
Corrective Action Plan	GEL	October 31, 2001
2002 First Quarter Sampling Event	GEL	April 23, 2002
2002 Second Quarter Sampling Event	GEL	June 13, 2002
2002 Third Quarter Sampling Event	GEL	November 6, 2002
2002 Fourth Quarter Sampling Event	GEL	January 15, 2003
2002 Annual Effectiveness Report	GEL	April 17, 2003
2003 First Semi-Annual Sampling Event	GEL	October 8, 2003
2003 Second Semi-Annual Sampling Event	GEL	January 14, 2004
2003 Annual Effectiveness Report	GEL	April 28, 2004
2004 First Semi-Annual Sampling Event	GEL	September 17, 2004
2004 Annual Effectiveness Report	GEL	April 22, 2005
4-Inch Extraction Well Installation Approval Request	GEL	August 4, 2005
2005 Annual Effectiveness Report	GEL	March 16, 2006
May 2006 Surface Water and MW-1 Sampling Event	GEL	June 7, 2006
June 2006 Surface Water and MW-1 Sampling Event	GEL	August 15, 2006
September 2006 MW-1 Sampling Event	GEL	November 17, 2006
2006 Annual Effectiveness Report	GEL	May 3, 2007
June 2007 Surface Water and MW-1 Sampling Event	GEL	July 13, 2007
September 2007 MW-1 Sampling Event	GEL	October 19, 2007
2007 Annual Effectiveness Report	GEL	March 19, 2008
March 2008 Groundwater Sampling Event	GEL	April 8, 2008
June 2008 Groundwater and Surface Water Sampling Event	GEL	July 25, 2008
September 2008 Groundwater and Surface Water Sampling Event	GEL	November 13, 2008
2008 Annual Effectiveness Report	GEL	February 27, 2009
Additional Assessment Work Plan and Preliminary Remedial Options Report	GEL	May 18, 2009
March 2009 Groundwater and Surface Water Sampling Event	GEL	May 20, 2009
Well Installation Report and November 2009 Semi-Annual Groundwater and Surface Water Sampling Event	GEL	December 15, 2009
2009 Annual Effectiveness Report	GEL	March 25, 2010
Aggressive Fluid Vapor Recovery and First 2010 Semi-Annual Groundwater and Surface Water Sampling Report	GEL	July 26, 2010
2010 Annual Effectiveness Report	GEL	January 31, 2011
Aggressive Fluid Vapor Recovery and First 2011 Semi-Annual Groundwater and Surface Water Sampling Report	GEL	August 31, 2011
2011 Annual Effectiveness Report	GEL	January 31, 2012
Aggressive Fluid Vapor Recovery and First 2012 Semi-Annual Groundwater and Surface Water Sampling Report	GEL	August 30, 2012

