



Article #: 92148969009997901418339390

October 15, 2020

**Certified Mail**

Mr. John Boyd  
Haynsworth Sinkler Boyd, PA  
1201 Main Street, 22<sup>nd</sup> Floor  
Columbia, SC 29201

**Re: Responsible Party Voluntary Cleanup Contract  
North Charleston Walgreens Site; Charleston County**

Dear Mr. Boyd:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 21-7542-RP which was executed by the Department on October 15, 2020.

Thank you for your patience and cooperation in this matter. The Department continues to look forward to working with RBO Associates NC, LLC 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,

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)  
Christine Sanford-Coker, Director, Low Country EQC Region (w/ enclosure)  
Greg Cassidy/Shawn Reed/Linda Jackson, L&WM (w/ enclosure)  
BLWM File 59308

**VOLUNTARY CLEANUP CONTRACT  
21-7542-RP**

**IN THE MATTER OF  
NORTH CHARLESTON WALGREENS SITE, CHARLESTON COUNTY  
and  
RBO ASSOCIATES NC, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and RBO Associates NC, LLC, 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 North Charleston Walgreens Site ("Site"). The RBO Associates NC, LLC property is located at 1861 Remount Road, North Charleston, South Carolina ("Property"). The Property includes approximately 1.63 acres and is bounded generally by Remount Road to the north, Dutton Avenue to the south, Matilda Dunston Elementary School to the east, and Klean Cars North to the west. The Property is identified by the County of Charleston as Tax Map Serial Number 473-13-00-007. 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. "RBO" shall mean RBO Associates NC, LLC. RBO Associates NC, LLC is a Limited Liability Company with its principal place of business located at 138 Springhouse Lane, Pittsburgh, PA 15238.
- 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 RBO.
- 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:

RBO Associates NC, LLC	1/15/20 – Present
Arc WGNCS00A LLC	6/27/12 – 1/15/20
Arsenault Investments Parkside, LLC	10/1/08 – 6/27/12
Developers Corporation	1/16/07 – 10/1/08
Remount Square LLC	3/1/99 – 1/16/07
Louis A East	12/18/96 – 3/1/99
Independent Life and Accident	9/1/94 – 12/18/96
Sheila S Waldman	7/28/89 – 9/1/94

- B. The Property is currently developed with one single-story building constructed in 2008 and occupied by Walgreens. On-site operations consist of retail sales, office activities, and routine property maintenance. In addition to the current structure, the subject Property is improved with asphalt-paved parking areas and landscaping.



### RESPONSE ACTIONS

3. RBO 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 RBO's contact person for matters relating to this Contract. RBO will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify RBO in writing of any deficiencies in the Work Plan, and RBO 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 Assessment and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to RBO, and RBO 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 RBO a letter indicating that revision of the

report is necessary. Within thirty (30) days of receipt of such letter from the Department, RBO shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.
4. If determined necessary by the Department, RBO 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 RBO.
5. RBO 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 RBO pursuant to this Contract.
6. If determined necessary by the Department, within sixty (60) days of the execution date of this Contract and once a quarter thereafter, RBO 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: Greg Cassidy  
South Carolina Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201  
cassidga@dhec.sc.gov

RBO Associates NC, LLC: 138 Springhouse Lane  
Pittsburgh, PA 15238

With Copy to: John Boyd  
Haynsworth Sinkler Boyd, PA  
1201 Main Street, Suite 2200  
Columbia, SC 29201

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 RBO, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and, if determined necessary by the Department, not inconsistent with the National Contingency Plan. RBO 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.).





### 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). If RBO 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 RBO.

### RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after RBO has completed the actions required under this Contract, RBO 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 RBO and witnessed, signed, and sealed by a notary public. RBO shall record this restrictive covenant with the Register of Deeds in Charleston 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 RBO, if it owns the Property, or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. RBO 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 RBO for any matters not expressly addressed by and settled through this Contract.

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

Once the Department determines that RBO 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 RBO a Certificate of Completion that provides a covenant not to sue to RBO, its signatories, parents, subsidiaries, successors, and assigns, subsequent purchasers for value, 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 RBO successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, RBO, 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. RBO 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 RBO 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 RBO, 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 RBO'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

SIGNATURE E. Vincent

THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL

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

DATE: 10-15-2020

[Signature]  
Reviewed by Office of General Counsel

DATE: 10/14/20

RBO ASSOCIATES NC, LLC

[Signature]  
Signature

DATE: October 2, 2020

James Rosenblom  
Printed Name and Title



## APPENDIX A

### Legal Description of the Property

County of Charleston

Tax Map Serial Number 473-13-00-007

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate lying and being at the intersection of Remount road and Dutton Avenue in Charleston County, South Carolina, and being known and designated as Lot A-1, Charleston Farms, containing 1.63 acres, more or less, as shown on that plat entitled, "PLAT SHOWING A RESUBDIVISION OF LOTS A AND B, BLOCK-9, CHARLESTON FARMS, INTO LOTS A-1 AND B-1 CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, S.C.," dated September 20, 1984, prepared by Keith K. Ruddy, RLS and recorded in the RMC Office for Charleston County in Plat Book BC at Page 22. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

#### ALSO BEING DESCRIBED AS FOLLOWS:

ALL THAT PIECE, PARCEL OR TRACT OF LAND, LYING SITUATE AND BEING IN THE TOWN OF NORTH CHARLESTON, AND DESIGNATED AS LOT A-1 ON A CERTAIN PLAT ENTITLED "AS-BUILT SURVEY SHOWING LOT A-1, A 1.631 ACRE TRACT OF LAND, PROPERTY OF DEVELOPERS CORPORATION, CHARLESTON FARMS, LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" BY RICHARD A. ALDRIDGE, SCPLS NO. 20854, AND DATED AUGUST 5, 2008, PROPERTY IS MORE FULLY DESCRIBED AS FOLLOWS, TO WIT: TO FIND THE POINT OF BEGINNING, LOCATE THE INTERSECTION OF THE CENTERLINES OF REMOUNT ROAD AND DUTTON AVE. TO A POINT; THENCE RUNNING IN A SOUTHERLY DIRECTION ALONG THE CENTERLINE OF DUTTON AVE FOR A DISTANCE OF 64.05' TO A POINT ON THE CENTERLINE; THENCE TURNING AND RUNNING N 64°58'19" E A DISTANCE OF 25.00' TO A POINT, A 3/4" REBAR SET, THE POINT OF BEGINNING; THENCE TURNING AND RUNNING S 25°01'41" E A DISTANCE OF 411.19' TO A POINT, A 3/4" REBAR SET; THENCE TURNING AND RUNNING N 82°25'00" E A DISTANCE OF 103.73' TO A POINT, A 3/4" REBAR SET; THENCE TURNING AND RUNNING N 06°57'48" W A DISTANCE OF 417.74' TO A POINT, AN IRON PIPE FOUND; THENCE TURNING AND RUNNING S 81°34'46" W A DISTANCE OF 139.09' TO A POINT, A 3/4" REBAR SET; THENCE TURNING AND RUNNING S 79°57'18" W A DISTANCE OF 81.53' TO A POINT, A 3/4 REBAR SET; THENCE TURNING AND RUNNING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.35', A LENGTH OF 25.60', A CHORD OF 22.74', AND A CHORD BEARING OF S 21°19'15" W TO A POINT, A 3/4 REBAR SET, THE POINT OF BEGINNING ..

SAID LOT "A-1", AS DESCRIBED CONTAINS 71,046.78 SQ. FT., OR 1.631 ACRES, MORE OR LESS.