

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

PARTICIPANT:

OAK FOREST CLEANERS AND LAUNDRY, INC.

REGARDING:

OAK FOREST CLEANERS

8717 West Markham

LITTLE ROCK, ARKANSAS 72205

EPA ID No. ARD981156540

AFIN 60-00902

LIS 19- 065

ELECTIVE SITE CLEAN-UP AGREEMENT

This Elective Site Clean-up Agreement (ESCA) shall establish the investigation and remedial requirements for Oak Forest Cleaners and Laundry, Inc. ("Participant") associated with the elective site cleanup of the Oak Forest Cleaners in Little Rock, Arkansas. This ESCA is entered into by the Participant and the Arkansas Department of Environmental Quality (ADEQ or "Department") voluntarily and pursuant to the authority of the Arkansas Hazardous Waste Management Act of 1979, Ark. Code Ann. § 8-7-201 *et seq.*, the Remedial Action Trust Fund Act, Ark. Code Ann. § 8-7-501 *et seq.*, and Arkansas Pollution Control and Ecology Commission (APC&EC or "Commission") Regulation No. 23, Hazardous Waste Management. Participant and ADEQ hereby agree and stipulate that the following Findings of Fact be entered.

FINDINGS OF FACT

1. Participant's facility is located at 8717 West Markham, Little Rock, Pulaski County, Arkansas ("the Site").
2. The Site has been in operation as a commercial dry cleaner and laundry since 1986 until the present.

3. On April 17, 2018, Participant's consultant Trileaf Corporation (Trileaf) completed a Phase I Environmental Assessment that revealed dry cleaning solvents used on the property, including Valcene from 1986 until 1990, and perchloroethylene (PCE or PERC) from 1990 until 2012. Participant currently uses DF-2000 and Solvon K4 dry cleaning solvents.
4. On January 29, 2019, ADEQ received a letter from Participant requesting entrance into an ESCA to remediate Chemicals of Concern from the soil and groundwater, including volatile organic compounds (VOCs)

AGREEMENT

1. Within thirty (30) calendar days of the effective date of this ESCA, Participant shall submit a Sampling and Analysis Plan (SAP) to ADEQ designed to determine the horizontal and vertical extent, rate of migration, type, and concentration of any hazardous substance or pollutant present in the environment.
2. Participant shall implement the SAP upon receipt of written approval from ADEQ and shall submit a report of findings to ADEQ according to the dates established in the approved SAP.
3. Within thirty (30) calendar days of receiving written notification from ADEQ that the SAP fails to accomplish an adequate determination of the extent, type, or concentration of released hazardous substances or pollutants in the areas investigated, Participant agrees to amend the SAP to provide for additional sampling and analysis to accomplish the requirements of paragraph 1 of this section. Participant shall implement said SAP amendment upon ADEQ approval and report the findings thereof in accordance with an amended implementation schedule.
4. If it is determined that contamination of the environment has occurred, within thirty (30) calendar days of notification by ADEQ, Participant shall submit a

Remedial Action Plan (RAP) to control or remediate such contamination to the extent necessary to protect human health and the environment using a risk-based approach. The RAP shall include an implementation schedule and shall be implemented upon written approval by ADEQ.

5. Within thirty (30) calendar days following completion of remediation activities, Participant shall submit a Completion Report documenting the results of the implementation of the RAP.
6. If ADEQ determines the RAP implementation fails to accomplish remediation sufficient to protect human health or the environment, Participant shall, upon receiving written notification of this failure from ADEQ, conduct any additional remedial activities ADEQ determines necessary to protect human health and the environment from hazardous substances or pollutants at or from the Site.
7. Within thirty (30) calendar days of written notification by ADEQ, Participant shall file a deed restriction for the Site if necessary, in a form acceptable to ADEQ, which provides notice to successors in title that use of the Site will be restricted to activities and uses that will protect the integrity of any remedial action measures implemented on the Site.
8. Within forty-five (45) calendar days of written notification by ADEQ that a deed restriction is required, Participant shall submit a copy of the deed restriction to ADEQ.
9. Upon approval of the Completion Report, and receipt of deed restrictions if required, ADEQ will issue a "No Further Action" determination to the Participant. A No Further Action determination indicates that ADEQ has no further requirements related to the specific scope of investigation of the identified area(s) of concern as documented in the SAP and RAP. a No Further Action determination will be conditioned on a specific site-use (residential, industrial or

commercial) and might include land use controls that include, but are not limited to: 1) maintenance of existing pavement or ground cover; 2) use of air monitoring instruments during excavation; and 3) a deed restriction preventing use of groundwater beneath the Site for any use.

10. Throughout the ESCA process, the Participant shall take all steps necessary to prevent aggravating or contributing to the contamination of the air, land, or water, including downward migration of contamination from any existing contamination on the site. The term “existing contamination” shall include any contamination set forth in the SAP and RAP submitted by the Participant and approved by ADEQ. The Participant shall not use or redevelop the site in a manner that differs from the terms or procedures established under this Agreement.
11. Nothing contained in this Agreement shall be construed as a waiver of ADEQ’s enforcement authority over alleged violations not specifically addressed herein. Nothing contained herein shall relieve the Participant of any other obligations imposed by any local, state, or federal laws, nor shall this Agreement be deemed in any way to relieve the Participant of its responsibilities for obtaining or complying with any necessary permits or licenses. Nothing in this Agreement shall be construed as a waiver of liability for future contamination of the Site by the Participant, subsequent owners, or third-parties.
12. Participant shall submit to ADEQ one (1) electronic and one (1) hard copy of all reports, documents, plans or specifications required under the terms of this ESCA.
13. All submittals required by the ESCA shall be emailed to OLRenforcement@adeq.state.ar.us and submitted by Certified Mail or hand delivered to Gina Porter, Enforcement, Office of Land Resources, ADEQ, 5301 Northshore Drive, North Little Rock, Arkansas 72118-5317.

14. All submittals shall be subject to applicable review fees pursuant to APC&EC Regulation No. 23 § 6(t).
15. All requirements of this ESCA are subject to approval by ADEQ. In the event of any deficiencies, Participant shall submit any additional information or changes requested, or take additional actions specified by ADEQ to correct any such deficiencies within the timeframe specified by ADEQ. Failure to adequately respond in writing within the timeframe specified by ADEQ constitutes a failure to meet the deadline and subjects the Participant to possible removal from the ESCA Program.
16. If any event occurs that causes or may cause a delay in Participant achieving the requirements of this ESCA, Participant shall notify ADEQ in writing as soon as it is apparent that a delay may result. Such request shall be made prior to the deadline. The written notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken to address and minimize the delay, and the timetable by which the delayed requirements of the ESCA will be met.
17. This ESCA, including all rights and clean up liabilities, is transferable, with written approval by ADEQ, to any and all subsequent owners of the Site.
18. Subsequent owners shall receive a copy of this ESCA from the Site owner and shall not develop or use the Site in a manner that is inconsistent with the terms or procedures contained herein unless agreed to by all Parties to this ESCA, including ADEQ. In the event the intended use of the Site is to be altered from the use described in the SAP and RAP, ADEQ will evaluate the protectiveness of the remedial action to determine if the proposed use would be protective of human health and the environment. Absent such a determination by ADEQ, any liability

assurances contained in this ESCA, and amendments thereto or “No Further Action” determinations issued hereunder, shall be null and void.

19. This Agreement shall be effective upon the date of execution. Unless otherwise specified in this Agreement, all times for performance of activities under this Agreement shall be calculated from this effective date. This Agreement is subject to public review and comment. ADEQ retains the right and discretion to rescind this Agreement based on comments received within the thirty-day public comment period or based on any other considerations which may subsequently come to light. Additionally, this Agreement is subject to being reopened upon APC&EC initiative or in the event a petition to set aside this Agreement is granted by the Commission.
20. Participation in the Arkansas Elective Site Cleanup Program can be withdrawn by the Participant at any time upon written notification to ADEQ. In turn, if the Participant fails to complete the terms and conditions set forth in this ESCA, ADEQ reserves the right to deem the Participant in violation of this ESCA and Participant will be notified in writing that their enrollment in the Elective Site Cleanup Program is no longer valid.
21. Unless terminated earlier in writing by ADEQ or the Participant, this ESCA shall be reviewed by ADEQ on its third anniversary. At that time, if site remedial activities have not been completed, an extension may be granted if ADEQ determines it is in the best interest of the Participant and ADEQ to do so. Remediation progress as well as additional time needed to complete site remedial activities will be determining factors as to whether or not an ESCA extension is granted. If an ESCA extension is not granted, the Participant will be afforded the opportunity to enter into a no penalty Consent Administrative Order with ADEQ

and site remediation activities will continue towards a "No Further Action" determination.

22. By virtue of the signature appearing below, the individual represents that he or she is an Officer of Participant, being duly authorized to execute and bind Participant to the terms contained herein. Execution of this ESCA by an individual other than an Officer of Participant shall be accompanied by a resolution granting signature authority to said individual as duly ratified by the governing body of the entity.

IT IS SO AGREED THIS 19 DAY OF July 2019.

Becky W Keogh

**BECKY W. KEOGH
DIRECTOR
ARKANSAS DEPARTMENT OF
ENVIRONMENTAL QUALITY**

APPROVED AS TO FORM AND CONTENT:

OAK FOREST CLEANERS AND LAUNDRY, INC.

BY: Signature Charles J. Enderlin
Print Name CHARLES J. ENDERLIN
Title President
Date 7-10-2019