

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

PARTICIPANT:

SLOAN VALVE COMPANY

REGARDING:

SLOAN VALVE COMPANY

2719 BUSINESS HIGHWAY 33

P.O. BOX 60

AUGUSTA, AR 72006

EPA ID No. ARD077389393

AFIN 74-00029

LIS 17-031

ELECTIVE SITE CLEAN-UP AGREEMENT

This Elective Site Clean-up Agreement (ESCA) shall establish the investigation and remedial requirements for Sloan Valve Company ("Participant") associated with the elective site cleanup at the facility. This ESCA is entered into by the Participant and the Arkansas Department of Environmental Quality (ADEQ) voluntarily and pursuant to the authority of the Hazardous Waste Management Act, Ark. Code Ann. § 8-7-201 *et seq.*, the Arkansas Remedial Action Trust Fund Act, Ark. Code Ann. § 8-7-501 *et seq.*, and Arkansas Pollution Control and Ecology Commission (APC&EC) Regulation No. 23, Hazardous Waste Management, (APC&EC Regulation No. 23). 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 2719 Business Highway 33, Augusta, Woodruff County, Arkansas ("the Site").
2. Participant conducts brass foundry and brass valve casting operations at the Site and is a Large Quantity Generator of hazardous waste.

3. Participant entered into a Consent Agreement and Final Order (RCRA- 06-2016-0914) (CAFO) with the United States Environmental Protection Agency (EPA), Region 6, on October 25, 2016, for violations of Resource Conservation Recovery Act of 1976 (RCRA), 42 U.S.C. § 6928(a). The effective date of this order was November 1, 2016.
4. Participant was ordered by the EPA to submit to ADEQ a letter of intent to enter the Elective Site Cleanup Agreement Program (ESCA) to address an area located around the North Baghouse that has been determined to be contaminated with lead at the Site.
5. Participant submitted a letter of intent dated November 1, 2016 to ADEQ to address contamination at the Site.
6. Participant submitted a "Remediation Plan for the Area around the North Bag House Concrete Pad" ("Remediation Plan") dated July 2016 to ADEQ in November 2016.
7. As stated in the CAFO, Participant has until November 1, 2018, to obtain a "No Further Action Determination" from ADEQ regarding cleanup of the Site.
8. The information that has been submitted by Participant to ADEQ has been reviewed by ADEQ technical staff, but has not yet been confirmed for accuracy or sufficiency.

AGREEMENT

1. Participant shall implement the Remediation Plan, referenced in paragraph 6 of the Findings of Fact, upon receipt of written approval from ADEQ and shall submit a report of findings to ADEQ within one hundred twenty (120) calendar days from the Remediation Plan approval date.
2. Within thirty (30) calendar days of the effective date of this ESCA, Participant shall submit all reports, summaries, sampling results, and analytical data from EPA's inspections conducted at the Site in June 2014 and April/May 2015 to ADEQ.

3. Within thirty (30) calendar days following completion of the clean-up, Participant shall submit a completion report documenting the results of the implementation of the Remediation Plan.
4. If ADEQ determines the Remediation Plan implementation fails to accomplish remediation sufficient to protect human health or the environment based on a risk-based approach, 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 the release of hazardous substances or pollutants at or from the Site.
5. 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, that provides notice to successors in title that use of the Site is restricted to activities and compatible uses that will protect the integrity of any remedial action measures implemented on the Site.
6. 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.
7. Upon approval of the completion report referenced in paragraph 3 above, and receipt of a deed restriction if required, ADEQ will issue a "No Further Action Determination" to the Participant. A "No Further Action Determination" is a letter issued by ADEQ stating ADEQ has no further requirements related to the investigation of the identified area(s) of concern (AOC) of hazardous substances at the Site. Please be aware that a "No Further Action Determination" will be conditioned on a specific property 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 on use of groundwater beneath the Site for any use.
8. 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 Sampling and Analysis Plan (SAP), as described in Section 5.3 of the Remediation Plan 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.

9. 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.
10. 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.
11. All submittals required by the ESCA shall be electronically emailed to Katie LeBoeuf at LeboeufK@adeq.state.ar.us and submitted by Certified Mail or hand delivered to Katie LeBoeuf, Enforcement, Office of Land Resources, ADEQ, 5301 Northshore Drive, North Little Rock, Arkansas 72118-5317.
12. Participant hereby designates a Contact Person who shall be responsible for overseeing the implementation of this ESCA. Participant may change their Contact Person by providing written notice of such change to ADEQ. The initial Contact Person shall be:

Royce Cummings
Sloan Valve Company
2719 Business Highway 33
P.O. Box 60
Augusta, AR 72006
Ph No. (870) 347-8125
Fax No. (870) 347-2129
Royce.Cummings@sloan.com

13. All submittals shall be subject to applicable review fees pursuant to APC&EC Regulation No. 23 § 6(l).
14. 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.
15. If any event occurs, including but not limited to natural disasters, which causes or may cause a delay by Participant in 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 the delay and to be taken to minimize the delay, and the timetable by which the delayed requirements of the ESCA will be met.
16. 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.
17. Subsequent owners shall receive a copy of this ESCA from the Site owner and shall not develop or use the Site in a manner which 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 Remediation Plan, 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.

18. 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.
19. 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.
20. Unless terminated earlier in writing by ADEQ or the Participant, this ESCA shall be reviewed by ADEQ on its second 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 progression 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" letter.
21. 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 26th DAY OF April 2017.

Becky W. Keogh

BECKY W. KEOGH
DIRECTOR
ARKANSAS DEPARTMENT OF
ENVIRONMENTAL QUALITY

APPROVED AS TO FORM AND CONTENT:
SLOAN VALVE COMPANY

BY: Signature *Royce Cummings*
Print or Type Name Royce Cummings
Title EHS Director
Date 4-17-17