

From: Loretta Shaw <loretta@prsfuel.com>
Sent: Tuesday, October 29, 2019 3:20 PM
To: Hornosky, Tim <hornostr@dhec.sc.gov>
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Subject: RE: SCDHEC Site ID 400059

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Mr. Hornosky:

Please attached letter in response to your letter dated 10/04/2019 regarding SCDHEC Site ID 400059.

Loretta Shaw

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Burris Environmental Services

October 29, 2019

Tim Hornosky, P.G.
South Carolina DHEC
2600 Bull Street
Columbia, SC 29201
hornostr@dhec.sc.gov

Via e-mail

RE: SCDHEC Site ID 400059
4210 Azalea Drive
Charleston County

Dear Mr. Hornosky,

I am writing in response to your letter of October 4th regarding the above-referenced property. First and foremost, I want to make clear that Burris Environmental Services (BES) understands that it has certain responsibilities for conditions at the property now owned by Willam M. Bird & Company, Inc. (Bird). However, I also want to make certain that SCDHEC has a full and complete understanding of the background and sequence of events which resulted in the division of responsibility for this site comprised of properties owned by two different entities. We want to ensure all parties clearly understand the facts regarding the origin of the release affecting the Bird property, and the obligations of other parties with regard to that release.

As explained in earlier letters from BES, in December of 1996, Soco Chemical, Inc. and Newco -SoCo, Inc. (Soco) purchased the stock of Burris Chemical, Inc. In this acquisition, Soco acquired and accepted certain liabilities of Burris Chemical. Included in those liabilities was the responsibility for remediation of the "Warehouse Property." At the time of the stock purchase, Soco agreed that it would take over and complete remediation on the Warehouse Property in accordance with that Corrective Action Plan dated June 18th, 1993. That Plan, which had been submitted to and approved by SCDHEC, called for specific actions to be taken in the area of the old tank farms, referred to therein as "Area 2", predominantly located on what is now known as the Warehouse Property and adjacent to the Headquarters Property (now the Bird property.) The newly-formed entity of BES would take title to the Headquarters (Bird) portion of the property but would not have responsibility for remediation of Area 2. The parties proceeded on that basis.

In November of 2000, SCDHEC entered into Consent Agreement 00-252-W with Soco's successor/subsidiary, South Chem Corporation. That Consent Agreement acknowledged the fact that the property had been subdivided in 1997 and stipulated that South Chem would continue cleanup efforts on the warehouse portion including Area 2 until regulatory standards or site-specific levels approved by DHEC were achieved. This has not occurred, as we understand active remediation efforts on Area 2 have not occurred in well over a decade.

After the Consent Agreement with South Chem was entered into, SCDHEC and BES entered into a separate Consent Agreement in 2001. This second Consent Agreement also acknowledged the split of the property and specified certain actions to be taken on the Headquarters portion by BES. Both SCDHEC and BES entered into that Consent Agreement with the understanding that the primary source area for the VOC release affecting the Headquarters property was to be remediated pursuant to the previously executed Consent Agreement 00-252-W by South Chem. The fundamental problem we are now confronting is that the source area remediation in Area 2 was never implemented by South Chem or its successors, therefore allowing subsurface contamination from the Warehouse property to further impact the Headquarters (Bird) property.

As you stated in your October 4 letter, the October 8, 1997 ESA prepared by General Engineering (GE) for Bird recognizes that the source was the former solvent tank farm on the Warehouse property and recommended active remediation on both properties at that time. By that point in 1997, contaminants had migrated to groundwater underlying the Headquarters site, with greatest concentration found in the area of a new well GE installed, MW-12. "To be effective the remediation system will need to be installed on both the South Chem site and the headquarters

Burriss Environmental Services

building site. Efforts to remediate the headquarters site without also addressing the up-gradient source areas will not likely be successful.” See GE Report at page 19.

LNAPL was discovered in MW-12 in Spring 2001. As an interim measure, BES in 2006 conducted free phase removal until the LNAPL was not detected in MW-12. From November 2006 through April 2011, LNAPL was not detected in MW-12. Then LNAPL re-appeared in MW-12 in the Spring of 2011 and persisted until 2017. BES again performed LNAPL removal from MW-12, however no action was taken at the source in Area 2. Clearly, significant additional migration from the source area on Area 2 to MW-12 on the headquarters property had occurred between 2010 and 2017. BES is concerned that additional fluid recovery from MW-12 will result in drawing contaminant to MW-12 and away from the source at Area 2.

BES will continue to work cooperatively with Bird, SCDHEC and Brenntag towards a viable solution. However, it is very important that DHEC understand that BES’s agreement at the time of the creation of BES was to monitor groundwater quality on the headquarters site with the understanding that Soco and its successor would implement the 1993 Corrective Action Plan for the Warehouse property, particularly Area 2. Likewise, BES’s commitment to SCDHEC under Consent Agreement 01- 180-W was based upon the knowledge and belief that the previously executed Consent Agreement 00-252-W with South Chem would be complied with, resulting in treatment of the original source of the release at Area 2. This did not occur and has clearly resulted in exacerbated impacts to the Bird property, requiring additional remediation efforts by BES over and above those that were agreed upon in the original agreement between BES and Soco and the Consent Order between SCDHEC and BES. We do not know or understand how or why treatment of the known source area at Area 2 on the warehouse portion of the property was allowed to cease for such a long period of time. However, that delay in treating the source area has obviously resulted in a disparate impact on the down gradient areas, and we are asking DHEC to take that properly into account as you work with all of the parties to formulate a plan.

We would like to schedule a conference, either in person or by phone, to discuss the foregoing information and a proper allocation of responsibilities for work on these two properties. Please let us know your preference and propose some possible dates and times. I look forward to working with you.

Sincerely,



Steve Burriss

CC: Michael Muthig
Darren Meadows
Bruce Burriss
Rob Brooke
Lon Burriss
Wilson Jones