



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, DECEMBER 1, 2020
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will recognize Donald Hall, Lower Creek Wastewater Treatment Plant Operator III, upon his 41 years of dedicated and outstanding service to the City of Lenoir and its citizens.
- C. Ms. Cheri Sutton and Mr. Dawson Hart will present information about the Services for the Blind non-profit organization to City Council.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, November 3, 2020 as submitted.
- B. Lease Agreement; Bernhardt Industries: Approval of Resolution Authorizing Lease of City Property for a Term of One Year to Bernhardt Transportation, LLC.
Note: The resolution and supporting documentation for this item will be sent out on Monday, November 30.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

- 1. December Calendar: The calendar for the month of December will be submitted to City Council listing various committee meetings and events.
- 2. The annual Luminary Display at Blue Ridge Memorial Park will be held on Friday, December 11 from 6:00 p.m. – 10:00 p.m. with a rain date of Friday, December 18.
- 3. City offices will be closed on Thursday, December 24 through Monday, December 28 in observance of the Christmas holidays. City offices will also be closed on Friday, January 1 in observance of New Year's Day.
- 4. Fall leaf collection began on Monday, October 12 and ends on January 31, 2021.
- 5. Curbside Christmas tree pickup begins on Monday, January 4 and ends on Friday, January 8.

B. Items for Council Action

1. Bid Award; Old Broyhill Furniture Site: Based upon our review, the low bid submitted by RCI Demolition of Charlotte, North Carolina, in the amount of \$547,071.00 is the lowest responsive bid inclusive of the desired project scope. Staff recommends City Council give tentative approval to award the project to RCI Demolition in the amount of \$547,071.00 subject to the contractor obtaining appropriate permits, bonds, proof of insurance, and the execution of a Project Construction Agreement.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS****X. ADJOURNMENT**



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS
B. K. WILLIS

*RESOLUTION HONORING
DONALD "DON" HALL*

WHEREAS, Donald Hall, began his career as a Wastewater Treatment Plant Operator I on August 1, 1980, obtained additional certification on July 7, 1987 to Wastewater Treatment Plant Operator II and further certification on August 14, 2000 to Wastewater Treatment Plant Operator III; and

WHEREAS, Donald Hall, has announced his retirement effective January 1, 2021 ending 41 years of exemplary service to the citizens of Lenoir and Caldwell County; and

WHEREAS, Donald has made a significant contribution through his operational experience and knowledge of the wastewater treatment plants along with his integrity and commitment to excellence in providing a safe and clean environment to our community; and

WHEREAS, His "Team Lenoir" approach in the Utilities Department and the respect for his experience is shared by all of his co-workers;

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council and all the citizens do hereby wish the very best for *Donald* in his retirement and commend him for the example he has set as a dedicated public servant; and

BE IT FURTHER RESOLVED, that we extend our sincere appreciation and deep gratitude for his faithful and outstanding service which has contributed to the betterment of our City.

Witness my hand and seal this the 1st day of December, 2020.

SEAL

Joseph L. Gibbons, Mayor



Good evening Mayor Gibbons and honorable members of the council.
Thank you for allowing us this opportunity to share our thoughts and concerns tonight.

My name is Chris McDonald and I am a Visually Impaired Person, or what we like say "VIP". With me tonight are fellow VIPs, Cheri Sutton and Dawson Hart, who will also be speaking. We represent a group of similarly impaired, yet distinctly capable, VIPs and each of us will present a topic of concern that affects most mobility-challenged visitors to downtown Lenoir and some affect all visitors.

As a small business owner and the co-owner of the recent Highland Coffee House, I understand how important it is to Downtown Lenoir to maintain and promote the unique charm and character that has been infused into every aspect of the Historic Downtown area.

What I want to share tonight are the challenges experienced navigating the sidewalks of downtown Lenoir. During a recent tour of the primary streets and intersections of the downtown area, I noted areas of concern and took pictures, that have been provided, to illustrate the challenges faced by VIPs as well individuals with other mobility limitations.

The first item of note is simply the overall state of disrepair and degradation on many sidewalk surfaces. These conditions can cause unstable footing that can't be easily detected by canes or guide dogs and may lead to slips and falls. Some areas also seem to have drain covers that have slipped or no longer align properly which present a tripping hazard.

(INSERT PICTURES OF CRACKED/UNEVEN SIDEWALKS, SEPARATED DRAIN COVERS)

Another primary concern, especially for VIPs that still rely on limited vision (Low Vision) is the placement of fixed objects within the pedestrian walkways such as benches, flower boxes, and lamp posts that are painted in such a way as to provide no contrast markings. I very much appreciate the appearance of Downtown Lenoir and have no desire to have all these items painted bright neon colors nor do I believe that would be the desired solution. The use of reflective tape or paint at optimal points on the objects mentions as well any others items would go a long way to helping people identify and avoiding these items.

(INSERT PICTURES OF BENCHES, FLOWER BOXES, LAMP POSTS)

And last, but not the least, of my piece of tonight's presentation is to highlight what I believe to be a highly dangerous situation located on Mulberry Street behind the courthouse. And a sub-ground entrance immediately off the sidewalk has no barrier and would easily result in a 6 foot drop onto concrete steps.

(INSERT PICTURE OF CELLAR/SUB-GROUND ENTRANCE)

The concluded my portion of tonight's presentation. Please welcom Cheri who will be discussing crosswalks and signals.

Thank you.

Appendix A:



Appendix B:



Appendix C:



Appendix D:



Appendix E:



Appendix F:



Appendix G:



Appendix H:



Appendix I:



VIPs (Visually Impaired Persons) Presentation on Street Recommendations/Proposals to Lenoir City Council

Presenters: Cheri Sutton and Dawson Hart

Introduction and Part 1: Cheri Sutton

Concept of spectrum of blindness: totally blind, legally blind and visually impaired

Extend crosswalk time:

- a. More time to cross street safely, would like 30 seconds to cross (would benefit VIPs and persons with other disabilities)
- b. Extended button press technology equipped within audible pedestrian signals

Audible pedestrian signals (APS) at main intersections:

- a. Equal right access to cross intersection safely
- b. More information needed to determine when to cross as difficult to determine where the noise is coming from (some vehicles are quieter than others and sometimes there are extraneous sounds), making traffic sounds difficult to rely on for safe crossing at the following intersections
 - i. West Avenue and Main Street, Harper Avenue and Main Street, Church Street and West Avenue, Boundary Street and West Avenue, and Harper Avenue and Mulberry Street
- c. Importance of verbal assurance of the meaning of signals in effect, either verbal "walk/don't walk" or chirping start/stop
- d. West Avenue and Main Street is already equipped with a pedestrian signal, thus all that would be needed is APS stations, a central control unit and someone to wire them in

- e. Cost of typical intersection with eight push buttons is around \$5,500 per intersection (this does not include installation)

Eliminate right turn on red (RTOR) at main intersections in town:

- a. Hazardous to cross
- b. Person making RTOR may only look to the left and may not see VIP on the right who starts walking based on traffic sounds and/or guide dog

Past advocacy in Salisbury and Cary, NC, who did install APS and lengthen crosswalk time

Part 2 and Summary: Dawson Hart

Sidewalks (presented on behalf of Chris McDonald, who was not able to attend):

- a. Overall state of disrepair and degradation (See Appendix A and B)
- b. Conditions can cause unstable footing that cannot be easily detected by canes/guide dogs
- c. Some areas have drain covers that have slipped or no longer align properly which present tripping hazards (See Appendix C)
- d. For VIPs with low vision, the placement of fixed objects within pedestrian walkways such as benches, flower boxes, and lamp posts that are painted in such a way as to provide no contrast markings (See Appendix D, E, and F)
 - i. Use of reflective paint at optimal points on objects would help people identify and avoid these objects
- e. Railing needed on Mulberry Street, behind courthouse where there is a sub-ground entrance immediately off the sidewalk that has no barrier and would easily result in a 6 foot drop onto concrete steps (See Appendix G)

Placement of tactile paving/high contrast paint at major crosswalks:

- a. Warnings of upcoming potential dangers
- b. Current truncated domes in many places blend into the sidewalks making these warning surfaces difficult to detect for individuals with low vision (See Appendix H and I)
- c. Truncated domes need enhanced, places where they have worn badly and difficult to distinguish with cane or guide dog
- d. Truncated domes in places are too far out in the street, too far from curb, hazardous
- e. Truncated domes need to contact curb (curb level not street level)
- f. Truncated domes to extend across crosswalk at major intersections

Closing/Questions

**LENOIR CITY COUNCIL
TUESDAY, NOVEMBER 3, 2020
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Mayor Pro-Tem Crissy Thomas, Ike Perkins, Todd Perdue, Ralph Prestwood, David Stevens, Ben Willis and City Manager Scott Hildebran.

VIA TELECONFERENCE:

Participating via teleconference were Councilmember Jonathan Beal, City Attorney T.J. Rohr and City Clerk Shirley Cannon.

Department Directors participating via teleconference were Finance Director Donna Bean, Fire Chief Ken Hair, Police Chief Brent Phelps, Recreation Director Kenny Story, Planning Director Jenny Wheelock, Economic Development Director Kaylynn Horn, Public Utilities Director Radford Thomas, Public Works Director Jared Wright and Communications Director Joshua Harris.

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance as led by Mayor Gibbons.

**PROCLAMATION; NATIONAL HOSPICE &
PALLATIVE CARE MONTH:**

- B. On behalf of City Council, Mayor Gibbons presented a proclamation to Ms. Lisa Caviness, Public Relations and Marketing Specialist, Caldwell Hospice and Palliative Care, proclaiming the month of November 2020 as "National Hospice and Palliative Care Month" throughout the City of Lenoir.

On behalf of City Council, Mayor Gibbons thanked Ms. Caviness and Caldwell Hospice for all they do for the citizens and the community.

Ms. Caviness thanked City Council for the recognition and support.

**PROCLAMATION; GIVING
TUESDAY:**

- C. On behalf of City Council, Mayor Gibbons presented a proclamation to Ms. Katie Tocci, Executive Director, Teachers Treasures, proclaiming Tuesday, December 1 as "Giving Tuesday" throughout the City of Lenoir. Giving Tuesday is a global giving movement that has been built by individuals, families, organizations, businesses and communities in all 50 states and in countries around the world. Giving Tuesday inspires people to take collective action to improve their communities, give back in better, smarter ways to the charities and causes they believe in, and help create a better world.

Mayor Gibbons expressed appreciation for all the non-profit organizations in the City and for Teachers Treasures for their giving of supplies and resources to

students and teachers.

Ms. Tocci thanked Mayor Gibbons and said all of the City's merchants are blessed beyond measure for the continued support of the City during these difficult and uncertain times.

- D. Mayor Gibbons requested that everyone continue to pray for our leaders and country during this election year and also pray for our state, nation, and community as they strive to handle the coronavirus issues along with their efforts to keep everyone safe. Mayor Gibbons also reminded everyone to continue following the protocols established for the COVID-19 virus which include wearing a mask, social distancing and hand washing.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Upon a recommendation by City Manager Hildebran, the following Consent Agenda items were submitted for approval:
1. Minutes: Approval of the minutes of the City Council meeting of Tuesday, October 20, 2020 as submitted.
 2. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, October 27, 2020 as submitted.
 3. Proclamation; Giving Tuesday: Approval of a proclamation proclaiming Tuesday, December 1, 2020 as "Giving Tuesday" throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 217).
 4. Proclamation; National Hospice and Palliative Care Month, November 2020: Approval of a proclamation proclaiming the month of November 2020 as National Hospice and Palliative Care Month throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 218).

Upon a motion by Councilmember Mayor Pro-Tem Thomas, Council voted 7 to 0 to approve the above listed items on the Consent Agenda as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

- A. Items of Information

HOLIDAY

CLOSINGS: 1. City offices will be closed on Wednesday, November 11 in observance of Veterans Day and also on Thursday, November 26 and Friday, November 27 in observance of Thanksgiving.

VETERANS DAY

SERVICE: 2. A Veterans Day Memorial Service will be held at the American Legion facility downtown on Wednesday, November 11 at 11:00 a.m. instead of the Veterans Plaza due to COVID-19 restrictions.

LENOIR BUSINESS**ADVISORY BOARD:**

3. The Lenoir Business Advisory Board will conduct a virtual meeting on Thursday, November 12 at 6:00 p.m.

ANNUAL HOLIDAY LIGHT

SHOW: 4. In lieu of "Light up Lenoir," a 1,000 light Christmas tree will be placed on the downtown square by the City of Lenoir. Also, the Hope Shines Brightly Light Show begins on Friday, November 20 from 6:00 p.m. – 10:00 p.m. on the square through Monday, January 4.

MEETING CANCELLATIONS:

5. The November 17 City Council meeting and the November Committee of the Whole meeting have been cancelled.

**TRAINING; CITY COUNCIL,
TROYS GATE:**

6. City Council will participate in the Troysgate firearms and decision making training course on Tuesday, November 24 at 9:00 a.m.

LUMINARY DISPLAY:

7. The annual Luminary Display at Blue Ridge Memorial Park will be held on Friday, December 11 from 6:00 p.m. – 10:00 p.m. with a rain date of Friday, December 18.

B. ITEMS FOR COUNCIL ACTION**VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY****VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****BOARD RE-APPOINTMENT;****PARKS & RECREATION ADVISORY BOARD:**

- A. Upon a recommendation by Mayor Gibbons, and a motion by Councilmember Willis, which carried unanimously, City Council re-appointed Schonna Banner to serve a two-year term on the Parks and Recreation Advisory Board. This re-appointment was announced at the October 20 City Council meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS**COMMENTS; COUNCILMEMBER**

PERDUE: A. Councilmember Perdue read a prepared statement expressing his thoughts and opinions concerning the current state of our country's affairs and leadership. Mr. Perdue remarked how our country is divided and we are no longer tolerant of each other on different issues. He remarked the current political climate is to create enemies and gone are our respectful debates where we rallied around our decisions and measured it as a win for political parties.

Mr. Perdue stated the coronavirus has taken a toll on everyone and we can't come to a consensus on how to address this issue. He shared his hopes to have compassion and courage which would not rely on being a democrat or republican, but the American spirit. Mr. Perdue commented he is proud of how City Council respects each other and gets their work done. He asked if the place we are in is what we want and are we doing all we can to improve it.

He continued by saying, when we see something that is not right, we need to take action to correct it because our children may ask us in later years what did we do about a particular situation.

On behalf of City Council, Mayor Gibbons thanked Councilmember Perdue for his comments and commended City Council for their willingness to always work together even when they may disagree. He stated he was proud to be a part of such a great Council.

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:29 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
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National Hospice and Palliative Care Month – November 2020

PROCLAMATION

WHEREAS, for more than 40 years, hospice has helped provide comfort and dignity to millions of people, allowing them to spend their final months at home, surrounded by their loved ones;

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care;

WHEREAS, beyond providing physical treatment, hospice attends to the patient's emotional, spiritual and family needs, and provides family services like respite care and bereavement counseling;

WHEREAS, palliative care delivers expertise to improve quality of life and relief from pain, can be provided at any time during an illness, and hospices are some of the best providers of community-based palliative care;

WHEREAS, in an increasingly fragmented and broken health care system, hospice is one of the few sectors that demonstrates how health care can – and should – work at its best for its patient;

WHEREAS, every year 1.5 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States;

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want;

WHEREAS, the Centers for Medicare and Medicaid Services have pledged to put patients first in all of its programs – including hospice – ensuring a coordinated and patient-led approach to care, protecting patient choice and access to individualized services based on a patient's unique care needs and wishes.

NOW, THEREFORE, be it resolved that I, by virtue of the authority vested in me by the City of Lenoir, North Carolina, do hereby proclaim November 2020 as **National Hospice and Palliative Care Month** and encourage citizens to increase their understanding and awareness of care at the end of life, discuss their end of life wishes with their families, and observe this month with appropriate activities and programs.

SEAL

Joseph L. Gibbons, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of November, 2020 and caused this seal to be affixed.





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS
B. K. WILLIS

PROCLAMATION

#GIVING TUESDAY

WHEREAS, Giving Tuesday was established as a national day of giving on the Tuesday following Thanksgiving; and

WHEREAS, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they are able to give; and

WHEREAS, Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people; and

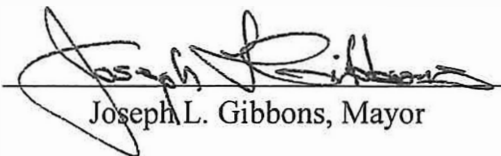
WHEREAS, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Lenoir and Caldwell County; and

WHEREAS, Giving Tuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year.

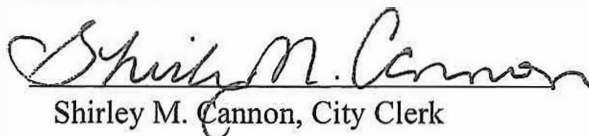
NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, do hereby proclaim Tuesday, December 1, 2020 as ***"Giving Tuesday"*** throughout the City of Lenoir and Caldwell County and encourage all citizens to join together to give back to the community in any way that is personally meaningful.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this 3rd day of November 2020.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item:

Resolution Authorizing Lease of City Property for a Term of One Year to Bernhardt Transportation, LLC

II. Background Information:

The City has historically (27+ years) leased a portion of the Public Services Facility property located at 510 Greer Circle to Bernhardt Transportation, LLC for their maintenance garage facility. This agreement would extend the lease for one year. Highlights of the lease are as follows:

The original term of this Lease shall be for One (1) year and the commencement date shall be January 1, 2021.

The City retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week.

The City retains the right to have parking and storage in the paved parking areas for its Public Works/Public Utilities Office Building including an area adequate to install a covered shed and including an adequate physical area sufficient to construct a chain link fence, installation of additional gates, and new secondary traffic patterns throughout the facility.

The City retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage shall be inside an Enclosed Material Storage Trailer (53 ft) which shall be provided by Lessee at no cost to Lessor.

Lessee shall pay rental to Lessor at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per month or \$18,000.00 per year.

III. Staff Recommendation:

Recommend approval of a Resolution Authorizing Lease of City Property for a Term of One Year to Bernhardt Transportation, LLC.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Directors:

City Manager:

Resolution Leasing Property for One Year or Less

WHEREAS, the City of Lenoir owns the improvements and lands located within the property described in Book 1094, at Page 1690, and located northwest of the City Public Services Complex and including the paved parking areas, the Garage Building and the rear parking area, located at 510 Greer Circle that it does not currently have use for; and

WHEREAS, Bernhardt Furniture Company (parent company of Bernhardt Transportation, LLC) owns adjoining lots and buildings; and

WHEREAS, the City and Bernhardt Transportation, LLC have agreed upon a lease, under which Bernhardt Transportation, LLC will lease a portion of the city's lot/building for the term of one year beginning January 1, 2021, for a consideration of \$18,000, payable in twelve (12) monthly payments; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the city to enter into leases of one year or less upon resolution of the City Council adopted at a regular meeting; and

WHEREAS, the City Council is convened in a regular meeting;

THEREFORE, THE CITY COUNCIL OF THE CITY OF LENOIR RESOLVES THAT:

The City Council hereby approves lease of the city property described above to Bernhardt Transportation, LLC and directs the City Manager to execute any instruments, including terms and conditions necessary to execute the lease.

Adopted this the 1st day of December, 2020.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

Prepared by: Groome, Tuttle, Pike & Blair, RLLP

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

LEASE AGREEMENT

This Lease Agreement, made and entered into this 30 day of NOVEMBER 2020, by and between CITY OF LENOIR, a North Carolina municipal corporation of Caldwell County, North Carolina, (hereinafter called "Lessor"), and BERNHARDT TRANSPORTATION, LLC, a North Carolina limited liability company, with its principal office located in Lenoir, Caldwell County, North Carolina, (hereinafter called "Lessee");

WITNESSETH:

1. Demise of Premises. Lessor leases unto Lessee the real property and the building thereon (hereinafter called "Premises") which is located in the City of Lenoir, Caldwell County, North Carolina, subject to the Reservations set forth herein, and described more particularly as follows:

The improvements and lands located within the property described in Book 1094, at Page 1690, and located northwest of the Public Works/Public Utilities Office Building and including the paved parking areas, the Garage Building and the rear parking area, but excluding the Used Oil Containment Building. See attached map of leased area which is incorporated herein by reference.

2. Term of Lease.

A. The original term of this Lease shall be for One (1) year and the commencement date shall be January 1, 2021. If requested, the parties shall execute a short form Memorandum of Lease in recordable form containing such matters as the parties may agree upon including, however, as a minimum, the commencement date and the expiration date (which date shall be One (1) year from said commencement date).

B. This lease is subject to certain Reservations by Lessor as set forth below:

a. In the area designated on the attached map, Lessor retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week. Lessee agrees to not interfere with Lessors use of the Garage premises on Wednesdays. Lessor staff will exercise due care and diligence in the use of the wash bay.

b. In the area designated on the attached map, Lessor retains the right to have parking and storage in the paved parking areas for its Public Works/Public Utilities Office Building including an area adequate to install a covered shed and including an adequate physical area sufficient to construct a chain link fence, installation of additional gates, and new secondary traffic patterns throughout the facility. Lessor agrees to cooperate with Lessee in carrying out such reservations should Lessor determine such reservations are necessary.

c. In the area designated on the attached map, Lessor retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage shall be inside an Enclosed Material Storage Trailer (53 ft) which shall be provided by Lessee at no cost to Lessor.

3. Rentals.

Lessee shall pay rental to Lessor at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per month or \$18,000.00 per year. Rental shall be due and payable in twelve (12) equal monthly installments of One Thousand Five Hundred (\$1,500.00) Dollars each, in advance, on the first (1st) day of each calendar month for and during the term.

In addition, Lessee shall carry, at its own expense, policies of property insurance with extended coverage insuring Lessee's personal property located on the premises against loss or damage to its furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises with companies and in amounts acceptable to itself.

4. Acceptance of Premises. Lessee acknowledges that the act of taking possession of the premises shall constitute acceptance thereof and conclusive evidence that Lessee has inspected and examined the entire premises and utility installations and that the same were, and are, in good and satisfactory condition, and Lessee accepts the same "as is".

5. Assignment or Subletting. Lessee shall not have the right to assign the Lease or to sublet the Premises in whole or in part without the prior written consent of Lessor. If Lessee is a corporation, then the passage of control of Lessee to parties other than those who presently control Lessee, as of the date of this Agreement, shall constitute an assignment of this Lease.

6. Compliance with Legal Requirements. Both parties shall comply with all the legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction thereof, respecting any operation conducted or any equipment, installations or other property placed upon, in or about the Premises. Both parties shall neither create nor permit the creation of any nuisance upon, in or about the Premises, and neither shall not make any offensive use thereof.

7. Utilities. Lessee shall pay for all water and sewer services consumed or used on the Premises. Lessor shall pay for electricity and gas service to the premises. The lack of availability or failure of utility service shall not be deemed constructive eviction.

8. Additions, Alterations, Changes and Improvements. Lessee shall not make, nor have the right to make any alterations, changes or improvements, structural or otherwise, in or to the Premises without Lessor's prior written consent. If such consent is given, all such alterations, changes and improvements, shall be promptly made in a workman-like manner, be promptly paid for allowing no liens to attach either to the Premises or to Lessor's interest therein, and shall become the property of Lessor at the termination of this Lease Agreement. Lessor shall have the right to require Lessee to provide such assurances as Lessor shall reasonably require (such as bonds, escrows, etc.) to protect Lessor against unpaid-for work.

9. Repairs. Lessor shall not be responsible for making any repairs including

structural repairs and repairs of a capital nature to the exterior walls and to the roof. Lessee shall at its own expense keep and maintain all the premises and all parts and systems thereof including all repairs to windows and/or plate glass, and all utility installations and equipment (including repairs of a capital nature), in good maintenance, replacement and repair, properly painted and decorated. All repairs shall be performed in a prompt, workman-like manner, shall be promptly paid for by Lessee and no liens shall be allowed to attach either to the Premises or to Lessor's interest therein. Other than as specifically stated herein, Lessor has no obligation to make any repairs.

10. Safe and Sanitary Conditions. Lessee shall not permit, allow or cause any act or deed to be performed upon, in or about the premises which shall cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon, or to any adjoining property. Lessee shall at all times keep the premises in a neat and orderly condition and keep the premises and the entryways, parking areas, sidewalks and delivery areas adjoining the premises clean and free from rubbish, dirt, snow, standing water and ice.

11. Trade Fixtures. Lessee shall be permitted to install trade fixtures on the premises. In addition, Lessee shall be permitted to remove said trade fixtures installed during the term of this lease from the premises upon the termination of this Lease Agreement; provided that if Lessee does so remove such trade fixtures, it shall return the Premises to the same condition as existed at the time of the original entry, ordinary wear and tear excepted. This provision is not intended to allow Lessee to remove approved structural improvements by Lessee to the Premises. All such improvements belong to Lessor at the termination hereof and shall not be removed or damaged by Lessee's removal of its trade fixtures. If Lessee does not remove the trade fixtures at termination, Lessor shall have the option either to declare such fixtures abandoned and shall become the owner thereof or to demand that Lessee remove the same at its own expense, returning the Premises to the condition required herein.

12. Lessor Not Liable for Damages or Injuries. Lessor shall not be responsible to Lessee or any other person, firm, partnership, association or corporation for damages or injuries by virtue of or arising out of burst water pipes, leaks from sprinkler or air conditioning systems, leaks from the roof, or by virtue of earthquakes, riots, windstorms, overflow of water from surface drainage, rains,

water, fire or by the elements or acts of God, or by the neglect of any person, firm, partnership, association or corporation. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages to person or property to the full extent permitted by law.

13. Indemnification. Both parties covenant to indemnify and hold the other party harmless from the claims of any and all persons, firms, partnerships, associations or corporations for personal injury or damage to property or both arising out of or in connection with either parties' use and/or occupancy of the Premises. In addition, Lessee shall carry public liability insurance in the minimum amount of \$1,000,000.00 bodily injury per occurrence, and \$500,000.00 property damage per occurrence, and Lessee shall deliver to Lessor a memoranda of the policy of such coverage with a company satisfactory to Lessor and which names Lessor as additional insured therein.

14. Fire or Casualty. If, during the term of this lease, the Premises shall be partially destroyed (as that term is herein defined) by fire or other casualty, Lessee shall have the right to terminate this Lease Agreement. If this option is not exercised by Lessee, Lessor may, in its sole discretion, effect the required repairs and reconstruction of the Premises. If Lessor elects to make the repairs or reconstruction, during such time as said repairs or reconstruction are being made, the rentals hereinabove provided shall not abate. Any other provisions contained herein notwithstanding, Lessor shall be required and obligated to effect repairs or reconstruction only to the extent of any sums of money, if any, which are received by Lessor under insurance coverage as a direct result of said fire or other casualty.

15. Waiver of Subrogation. Neither Lessee nor anyone claiming by, through, under or in Lessee's behalf shall have any claim, right of action or right of subrogation against Lessor or based upon any loss or caused by fire, explosion or any other casualty (not limited to the foregoing) relating to the premises or any property upon, in or about the Premises, whether such fire, explosion or casualty shall arise from the negligence of Lessor, their agents, representatives or employees, or otherwise.

16. Subordination to Mortgages. This Lease Agreement and the rights of Lessee are subordinate to and shall be subordinate to the lien of any mortgage or deed of trust (hereafter called "Mortgage") whether such Mortgage is a lien on the

Premises or hereafter becomes a lien on the Premises and no further agreements or documents shall be required to render this Lease and Lessee's rights subordinate to such Mortgage. Lessee shall at all times upon request of Lessor promptly furnish documents stating that this lease is in full force and effect, that no defaults of Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good-standing letter". Should Lessee fail to deliver such documents within 10 days of Lessor's request therefor, Lessor shall be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of Lessee.

17. Inspection. Lessor shall have the right at all reasonable times to enter and inspect the Premises.

18. Condition of Premises Upon Termination. Upon the termination of this Lease Agreement, Lessee shall return the Premises to Lessor substantially in the same condition as when received ordinary wear and tear and approved improvements excepted.

19. Holding Over. In the event Lessee remains in possession after the expiration of the Term without the execution of a new lease, Lessee shall not acquire any right, title or interest in or to the Premises. In such event, Lessee shall occupy the Premises as a tenant from month-to-month and shall otherwise be subject to all of the conditions, provisions and Obligations of this Lease agreement insofar as the same shall be applicable.

20. Default. Each of the following events shall constitute a default or breach of this lease by Lessee:

a) The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of general assignment for the benefit of creditors.

b) Involuntary proceedings under any bankruptcy or insolvency act instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within 10

days after the institution or appointment;

c) Failure to pay rent when the same shall become due and a continuing failure to pay rent for 10 days after notice thereof from Lessor to Lessee. For purposes hereof, all funds due from Lessee shall constitute rental whether denominated as rental or otherwise elsewhere herein;

d) If Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;

e) Vacates or abandons the Premises;

f) If the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntary or involuntary except as herein permitted;

21. Remedies In Event of Default. In the event of any default hereunder as set forth in the foregoing Section 20, Lessor shall be entitled to re-enter and re-take the Premises and exercise all their rights under the laws of the State of North Carolina.

22. Breach. Upon any breach hereof, regardless of what such breach is or if such breach becomes, an "event of default", either party shall be reimbursed by the other party for any reasonable attorney's fees incurred in connection with such breach.

23. Waiver. No failure to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of the right to subsequently exercise same. Lessee shall gain no rights nor become vested with any owner to remain in default under the terms hereof by virtue of Lessor's failure to timely assert rights. No waiver of an acceleration of rentals, regardless of how often occurring, which Lessor chose to ignore by thereafter accepting rental or other performance by Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

24. Law Applicable. This Lease is entered into in North Carolina and shall

be construed under the laws, statutes, and ordinances of such jurisdiction.

25. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

26. Easements, Restrictions and Right of Way. The Premises are demised subject to all easements, restrictions and right of way legally affecting the Premises.

27. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by Lessor and Lessee.

28. Rental Payments. All rental payments, unless otherwise designated in writing, shall be made to Lessors at such place as Lessor may from time to time designate in writing.

29. Lessor's Performance of Lessee's Covenants. Should Lessee, after seven days' notice from the Lessor, fail to do any of the things required to be done by it under the provisions of this Lease, Lessor, in addition to any and all other rights and remedies, may (but shall not be required to) do the same or cause the same to be done, and the amount of any money expended by Lessor in connection therewith shall constitute additional rental due from Lessee to Lessor and shall be payable as rental on the date for payment of rentals next following such expenditure.

30. Covenant of Title and Quiet Enjoyment. Lessor covenants and warrants to Lessee that they have full right and lawful authority to enter into this Lease for the term hereof and provided Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Lessor.

31. Construction. This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

32. Notice. Any notice to a party to this lease shall be given at the following address:

Lessor: City of Lenoir
 Attn: Scott Hildebran, Manager
Shildebran@CI.LENOIR.NC.US
 Post Office Box 958
 Lenoir, North Carolina 28645

Lessee: Bernhardt Transportation, LLC
 Attn: Kevin McDougall, General Counsel
 1839 Morganton Blvd.
 Lenoir, North Carolina 28645
Kevinmcdougall@bernhardt.com

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

LESSOR:

CITY OF LENOIR (SEAL)
 a North Carolina municipal corporation

By: _____
 Scott Hildebran
 Manager

LESSEE:

BERNHARDT FURNITURE COMPANY (SEAL)

By: Mr. R. C. O.
C. R. O.

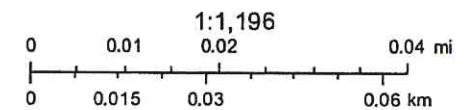
Caldwell County



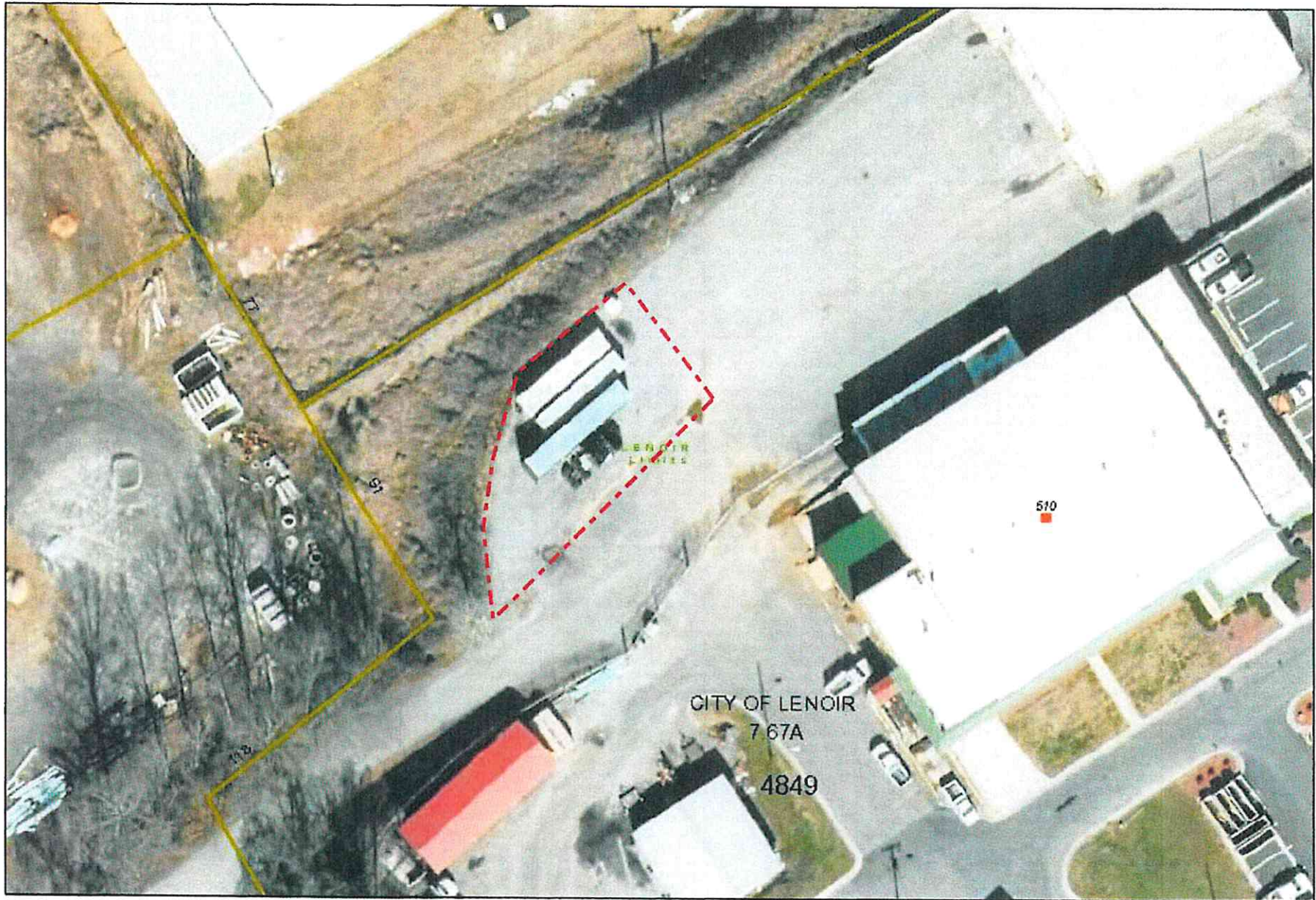
October 9, 2020

This map is NOT of land survey quality and is NOT suitable for such use.

Exhibit A - Overall Plan

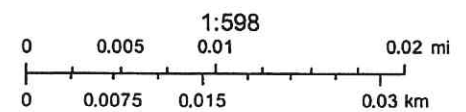


Caldwell County



October 9, 2020

This map is NOT of land survey quality and is NOT suitable for such use.

Exhibit B - Parking & Storage Area

December 2020



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 6:00 p.m. City Council Meeting	2 9:00 a.m. Staff Mtg.	3	4	5
6	7	8	9	10	11 6:00 p.m. Luminary Display (Blue Ridge Mem. Park)	12
13	14	15	16 9:00 a.m. Staff Mtg.	17	18 Rain Date for Luminary Display	19
20	21	22	23	24 Christmas Holiday! City Offices Closed!	25 Merry Christmas! City Offices Closed!	26
27	28 Christmas Holiday! City Offices Closed!	29	30	31		
		Notes for January City offices will be closed on Friday, January 1 in observance of New Year's day and Monday, January 18 in observance of Martin Luther King, Jr. holiday.				

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item: Consideration of Tentative Award – Old Broyhill Site Debris Removal Contract (ARC Grant Funded Project)

Background Information: The City of Lenoir applied for and was awarded a grant from the Appalachian Regional Commission in the amount of \$300,000.00 for the removal and disposal of the construction debris located on the old Broyhill Furniture site located at the corner of Virginia Street and College Ave. in Lenoir. This grant, in addition to the Brownfield Assessment grant, will help the City to clear the site and complete an environmental assessment that is necessary for entering the property into a Brownfield agreement with NCDEQ. The purpose of this project is to repurpose this site to enhance the economy and create jobs or benefit the quality of life in the community.

The scope of work for this project includes all equipment, labor and materials for the removal, transportation and proper disposal of demolition type material such as wood debris, brick and block located on site. Some of the material is stored on asphalt and concrete (referred to as “hardscape”) with a portion of the material stored on soil. All removal activities necessitate coordination with City of Lenoir personnel and the City’s environmental consultant. This work is being partially funded through a U. S. EPA Brownfield Assessment Grant. Specific environmental protocols, including adherence to a *Debris Removal Work Plan*, approved by the North Carolina Department of Environmental Quality, must be followed and will be provided and reviewed prior to commencement of work activities.

Sealed bids were received and opened on Monday November 23, 2020 at 2pm at the Public Works/Public Utilities Office. Four proposals were received from qualified firms with extensive experience in environmental cleanup and materials removal. The bidders are:

RCI Demolition – Charlotte, NC		\$547,071.00
STAT, Inc. – Lenoir, NC		\$149,500.00
DH Griffin – Hickory, NC		\$1,290,000.00
Clear Site Industrial – Charlotte, NC		No Bid

After consultation and evaluation of the proposals with Public Works Director Jared Wright it was determined that, with such a wide spread in the bids presented, the most appropriate way to compare the scope of work submitted by each firm was to determine a per ton disposal cost based upon the estimated tonnage each firm used to calculate the removal and disposal cost of their proposals. A copy of the per ton calculations are attached for your review. On a per ton basis, RCI Demolition of Charlotte would be the lowest responsive bidder at \$91.18/ton.

I also have reviewed the proposals with our Brownfield environmental consultant Greg Icenhour with Mid Atlantic Engineering and Environmental Solutions. Based upon his review and comparing the proposals to the Scope of Work developed for the project and approved by NCDEQ, his recommendation is that RCI Demolition satisfies the work requirements set forth in the Scope of Work.

- II. Staff Recommendation:** Based upon our review, the low bid submitted by RCI Demolition of Charlotte, NC in the amount of \$547,071.00 is the lowest responsive bid inclusive of the desired project scope. Staff recommends City Council give tentative approval to award the project to RCI Demolition in the amount of \$547,071.00 subject to the contractor obtaining appropriate permits, bonds, proof of insurance, and the execution of a Project Construction Agreement.

III. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director:_____



BID TAB

**Public Bid Opening
Old Broyhill Site Debris Removal Contract
City of Lenoir
November 23, 2020, 2:00 p.m. local time
Public Works/Public Utilities Office**

[illegible]

	RCI		STAT	DHG		
labor	\$146,520.00	\$18,315.00 per week				
tipping	\$270,000.00	\$45.00 per ton				
equip.	\$40,000.00	\$5,000.00 per week				
haul	\$64,500.00	\$215.00 per load				
bond	\$26,051.00					
bid	\$547,071.00	\$91.18	\$149,500.00	\$124.58	\$1,290,000.00	\$129.00
	per ton \$ (based on bid qty - 6000tn)		per ton \$ (based on bid qty 1200tn)		per ton \$ (based on bid qty 10000tn)	

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 8,000 .00	\$.00	\$ 8,000 .00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 173,000 .00	\$.00	\$ 173,000 .00
3. Relocation expenses and payments	\$.00	\$.00	\$ 0 .00
4. Architectural and engineering fees	\$.00	\$.00	\$ 0 .00
5. Other architectural and engineering fees	\$.00	\$.00	\$ 0 .00
6. Project inspection fees	\$.00	\$.00	\$ 0 .00
7. Site work	\$ 37,000 .00	\$.00	\$ 37,000 .00
8. Demolition and removal	\$ 550,000 .00	\$.00	\$ 550,000 .00
9. Construction	\$.00	\$.00	\$ 0 .00
10. Equipment	\$.00	\$.00	\$ 0 .00
11. Miscellaneous	\$.00	\$.00	\$ 0 .00
12. SUBTOTAL (sum of lines 1-11)	\$ 768,000 .00	\$ 0.00	\$ 768,000 .00
13. Contingencies	\$.00	\$.00	\$ 0 .00
14. SUBTOTAL	\$ 768,000 .00	\$ 0.00	\$ 768,000 .00
15. Project (program) income	\$.00	\$.00	\$ 0 .00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 768,000 .00	\$ 0.00	\$ 768,000 .00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>39.06</u> %		\$ 300,000 .00

October 25, 2020

Ms. Jordan Thompson, Brownfields Project Manager
North Carolina Department of Environmental Quality
Division of Waste Management - Brownfields Program
1646 Mail Service Center
Raleigh, North Carolina 27699-1646

**Subject: Brownfields Work Plan-Revision 04
Wood Debris Removal Oversight
Former Broyhill Furniture Property
1429 College Avenue, Lenoir, North Carolina
Brownfields Project No. 17051-13-14
Mid-Atlantic Project No: 00H1024.02**

Dear Ms. Thompson:

Mid-Atlantic Associates, Inc. (Mid-Atlantic) respectfully submits this revised Brownfield Work Plan – Wood Debris Removal Oversight (Work Plan) for the Former Broyhill Property located in Lenoir, Caldwell County, North Carolina (Subject Site) for your review, comment, and approval.

The following text summarizes the project background and history, the planned additional wood debris removal activities, outlines the anticipated scope of work, and the proposed schedule.

Background & History

The Subject Site is the former Broyhill Furniture facility located at 1429 College Avenue in Lenoir, North Carolina. A Site Location Map is included as **Figure 1**. The Subject Site encompasses an area of approximately 15.4 acres and was formerly used as a furniture manufacturing operation beginning in the early 1900s. Of the total acreage, approximately 12.5 acres are covered by the former building foundations, asphalt parking and paved roadways. The factory was operated by the Broyhill Furniture Company until 2007. In 2009, the property was sold to Applied Abatement Concepts (AAC), which demolished

the existing structures to sell for scrap and turn the site into a recycling center. AAC also began importing wood materials from off-site sources, which were ground for recycling purposes. AAC subsequently ceased operations due to the owner's declining health. The site was abandoned, leaving in place a large volume of wood, brick, and miscellaneous construction debris. The City of Lenoir subsequently acquired the property and is pursuing a North Carolina Brownfield Agreement.

In September 2013, a Phase I Environmental Site Assessment (ESA) was completed by the City of Lenoir. The Phase I ESA identified multiple recognized environmental conditions (RECs) requiring additional investigation.

The City requested assistance through the EPA's Technical Assistance to Brownfields Communities (TAB) program for completion of a Phase II ESA, which was conducted in November 2013. This was done pursuant to the City's efforts to obtain a US EPA Brownfield Cleanup Grant. The Phase II ESA consisted of installation of soil borings, temporary groundwater monitoring wells and collection of bulk samples of the on-site debris for asbestos analysis.

Summary of Phase II Activities

Following initiation into the Brownfield Program, Tetra Tech, under contract by EPA, conducted Phase II ESA fieldwork at the Subject Site during the week of January 6, 2014. Tetra Tech collected 27 soil samples from 12 soil borings during the Phase II ESA fieldwork. A Sample Location Map is included as **Figure 2**. Depending on their location, soil samples were analyzed for some or all of the following: volatile organic compounds (VOC), volatile petroleum hydrocarbons (VPH), extractable petroleum hydrocarbons (EPH), semi-volatile organic compounds (SVOC), varsol, and Resource Conservation and Recovery Act (RCRA) 8 metals. Analytical results were compared to the Preliminary Industrial Soil Remediation Goals (PSRG), Maximum Soil Contaminant Concentrations (MSCC) for industrial/commercial soil, EPA Region 4 Regional Screening Levels (RSL) for industrial soil, and EPA Removal Management Levels (RML) for industrial soil. Copies of the report figures and data tables are included in **Appendix A**. A full copy of the report (exclusive of an extensive data validation appendix) was obtained from EPA Region IV and will be forwarded under a separate cover for evaluation of future assessment requirements as part of an anticipated brownfield agreement.

VOCs, VPH, EPH, and varsol were not detected in any of the soil samples at concentrations that exceed comparison levels. The SVOCs benzo(a)anthracene (BaA),

benzo(a)pyrene (BaP), and benzo(b)fluoranthene (BbF) were detected in soil boring SB-01, from 6 to 9 feet below ground surface (bgs), at levels that exceed the RSLs for industrial soil and PSRGs. BaP levels at this interval also exceeded the MSCCs for industrial soil. BaP was also detected in soil borings SB-02 and SB-11 from 0 to 3 feet bgs at levels that exceeded the RSL and PSRG, but not the MSCC. Arsenic was detected at levels that exceed the RSL and PSRG for industrial soils in the 0 to 3 feet bgs interval in soil borings SB-04 and SB-11 and in the 6 to 9 feet bgs interval of soil boring SB-10. No arsenic levels exceeded the MSCC. No contaminants were detected in soils at levels that exceed EPA RMLs for industrial soil.

Tetra Tech collected seven groundwater samples from the six temporary groundwater monitoring wells installed at the Broyhill site during the Phase II ESA fieldwork. All groundwater samples were analyzed for VOCs, VPH, EPH, SVOCs, varsol, and RCRA 8 metals. Groundwater results were compared to NCDENR 15A North Carolina Administrative Code NCAC 2L (NCAC 2L) standards and EPA Maximum Contaminant Levels (MCL). VOCs, VPH, EPH, SVOCs, and varsol were not detected in any of the groundwater samples at concentrations that exceed comparison levels. The groundwater sample collected from the well installed at soil boring SB-01 contained barium, chromium, and lead at levels that exceed the NCAC 2L standards. The groundwater sample collected from the well installed at soil boring SB-08 contained chromium and lead at levels that exceed the NCAC 2L standards.

Tetra Tech collected 10 bulk material samples from building materials around the site for asbestos content analysis. Two of the samples were positive for ACM: linoleum flooring and associated mastic on a concrete slab about 100 feet northeast of the existing brick building and 9-inch by 9-inch linoleum tiling and associated mastic on an existing slab in the northeastern corner of the site. A summary table of the ACM samples is included in **Appendix A**. The site is currently heavily vegetated, but based on an earlier site reconnaissance by City of Lenoir personnel, wood debris is not believed to be stored in the area of identified ACM; however, ACM if in contact with wood debris material will be handled as specified in the oversight approach described below. As shown in figures in Tetra Tech's report in **Appendix A**, during their 2013 TAB assessment, the site was clear of vegetation and the areas sampled accessible during their investigation. Materials suspected as containing asbestos were sampled as part of their EPA-TAB contracted scope of work. As shown in Table B-3 of Tetra Tech's report (**Appendix A**), materials sampled included foam insulation, vinyl-type coating, asphaltic backing, double-ply woven fabric, white woven material, padding insulation, blacked rolled asphaltic shingles, linoleum, mastic, fiberglass with black mastic, vinyl floor tile, mastic, drywall with paper

packing, and vinyl wallpaper. One layer of linoleum and the vinyl floor tile contained chrysotile asbestos. All other suspect material samples tested non-detect for asbestos. The locations of these samples are shown in Figure 5 in Tetra Tech's report.

The Phase II concluded that much of the contamination identified was contained in the eastern portion of the site; however, the eastern portion of the site was covered with demolition debris and inaccessible to the investigation. The Phase II recommended that the debris be removed so that Phase II activities could be completed in that area.

On December 10, 2013, the City of Lenoir received a Letter of Eligibility (LOE) for the site from the Brownfield Program of the then North Carolina Department of Environment and Natural Resources (currently the NC Department of Environmental Quality – NCDEQ).

The City of Lenoir applied for and was awarded a US EPA Brownfield Assessment Grant in 2018. Part of their grant funding is designated to completing the Phase II ESA pursuant to an anticipated North Carolina Brownfield Agreement. This work plan is prepared to provide oversight for the debris removal pursuant to completion of the Phase II ESA.

Wood Debris Removal Oversight Activities

The Subject Site is currently vacant, unoccupied, and contains a large amount of wood debris from the former AAC operations, who owned the property prior to the City of Lenoir's acquisition. No structures currently exist on the Subject Site (figures included as attachments pre-date the final demolition activities). This debris has prevented access to portions of the Subject Site that is needed for future environmental assessment. Much of the wood debris on the Subject Site is stored on the former concrete slabs from the manufacturing buildings. However, the both the eastern and western portions of the Subject Site is an area that has seen little environmental assessment due to inaccessibility from the debris piles. It is unknown whether the wood debris in the western area rests on concrete or directly on the surface. Asphalt parking lots, paved roadways and/or building foundations cover approximately 12.5 of the 15.4 acre site. Based on review of historical aerial photographs, the plant demolition was conducted between July 2010 and April 2011. It appears that the Since that time, large portions of the site have become heavily vegetated with kudzu. A 2020 site reconnaissance conducted by Mid-Atlantic personnel verified visual surficial obstruction of the western portion of the site. An aerial photographic review indicates little historical development in this area and any debris stored in the western portion of the site is likely to reside on surficial soil. Prior to implementing the debris removal work plan, the following activities will be completed:

Pre-removal Tasks

- *Health and Safety Plan Preparation.* A site-specific health and safety plan (HASP) will be prepared to identify hazards that may be encountered during the field work. The HASP will be reviewed with all Mid-Atlantic employees and all subcontractors prior to initiating any work at the site.
- *Project Kick Off Meeting.* Prior to initiating field work, Mid-Atlantic will hold a meeting at the Subject Site with the debris removal contractor and City of Lenoir personnel to review the scope of work, communication protocol and review the procedures as outlined in the approved work plan.
- *Wood Debris Asbestos Inspection.* The imported building material is believed to be non-ACM. Prior to mobilization for the debris removal scope execution, Mid-Atlantic will complete an asbestos inspection of the debris piles. If the material is determined to contain asbestos, Mid-Atlantic will consult with the City of Lenoir regarding the change in site conditions and approach going forward. If the City decides to move forward with disposal of the wood debris as ACM, the City will solicit bids from contractors licensed for ACM removal and proper disposal.

Debris Removal Tasks

1. The contractor will complete the debris removal in 3 stages: (1) in areas underlain by the former concrete building slabs or asphalt parking/roadways (“hardscape”) identified as not containing ACMs; (2) in hardscaped areas underlain by ACM, if Wood debris is identified in these areas; and, (3) in areas not underlain by hardscape, predominantly in the western portion of the site. Procedures for debris removal in each area are detailed below.

Areas Underlain by Hardscape Without Identified ACMs

After a pre-removal briefing by City of Lenoir and Mid-Atlantic personnel, the contractor will begin removal of the wood debris in the non-ACM hardscaped areas. Mid-Atlantic personnel will be on site for the commencement of the initial removal to verify the contractor’s procedures are followed as specified in the approved work plan and to address issues that may arise. Following our initial (1-2 day) observation, the contractor will be primarily responsible for day-to-day debris removal observation. Mid-Atlantic, assisted by City of Lenoir personnel will conduct daily

inspections in these areas. If native soil or previously unidentified ACM is encountered while removing wood debris in the hardscaped areas, the contractor will cease operations in the disturbed area until subsequent investigation is completed, and the results of the evaluation are available for review by NCDEQ. Any soil disturbed along with debris in contact with the removed soil will be left in place and not transported to other areas of the site. Additionally, equipment will be cleaned of a predominance of soil using non-dust generating methods. The area will be flagged for investigation by Mid-Atlantic and City of Lenoir personnel. Mid-Atlantic and NCDEQ will be notified, with an inspection by Mid-Atlantic personnel within 24 hours of notification. During this period, the contractor may move to another hardscaped area to continue the debris removal under the provisions outlined above.

Areas Underlain by Hardscape With Identified ACMs

If wood debris is determined to occupy the two areas identified by Tetra Tech as containing asbestos (noted by ACM sample designations BRH-BM-06 and BRH-BM-10; Tetra Tech **Figure 5, Table B-3** in **Appendix A**), the contractor will remove the overburden debris using a front end loader with a grapple attachment to vertically lift debris from the affected area. No horizontal removal via bull dozing or scraping in these areas will occur. Once the overlying wood debris has been removed to within one foot of the ACM material, without disturbing the underlying ACM, the contractor will cease removal, notify Mid-Atlantic who will oversee the remaining debris removal to insure that any ACM is not incorporated into the debris removed. Mid-Atlantic will be onsite to observe the remaining debris removal, which will be done by hand to avoid mixing ACM with the debris. Mid-Atlantic will oversee the final hand removal in its entirety. ACM will be left in place for subsequent removal by a licensed ACM abatement contractor.

Areas Not Underlain by Hardscape

In areas where it is determined that wood debris may be stored on soil, primarily in the western wood debris area of the site (**Figure 2**), wood debris removal will be conducted in similar manner as for wood debris stored in contact with the ACM. The contractor will remove the overburden debris using a front end loader with a grapple attachment to vertically lift debris from the affected area. No horizontal removal via bull dozing or scraping in these areas will occur. Once the debris has been removed to the extent feasible without disturbing the underlying soil, the contractor will notify

Mid-Atlantic prior to the removal of the remainder of debris. Mid-Atlantic will observe the remaining debris removal, which will be done by hand to avoid disturbing the underlying soil and/or mixing soil with the debris. Mid-Atlantic will oversee the final hand removal in its entirety. Debris removal in this area will not occur during rain events as this makes access into and across the site problematic with vehicles and heavy equipment needed for the removal.

2. In areas where wood debris is stored in direct contact with soil, hand removal will avoid bulk mixing of soil with the wood debris. In the event soil is inadvertently generated during the final hand removal, soil disturbed along with debris in contact with the removed soil will be left in place and not transported to other areas of the site. Mid-Atlantic will conduct surface soil sampling in the disturbed areas as detailed below to determine if the underlying soil has been impacted by contaminants.
3. Wood debris from all areas will be transported off-site to a licensed facility capable of landfiling wood debris. Mid-Atlantic will verify disposal requirements with the contractor-chosen facility and maintain documentation of the quantity of material manifested for off-site disposal. These records will be included as an attachment in our final written report.

Soil Sampling Protocol

If soil is disturbed, soil sampling will be conducted in the areas of disturbed soil to determine if contaminants of concern are present in the soil as follows:

One sample will be collected for each 625 square foot disturbed area (25' x 25'). Mid-Atlantic's full-time oversight of removal activities will prevent large scale soil disruption and generation. No soil disposal is anticipated by the scope, as additional assessment requirements are anticipated as part of the brownfield process. Any soil identified as impacted will be subsequently evaluated in the context of a brownfield-compliant Phase II assessment to determine contaminants present, contaminant concentrations, disposal methods, and regulatory requirements. This will provide a comprehensive, consistent approach to contaminant evaluation, documentation, and disposal.

Concrete pads, which are the remnants of the former buildings, are known to underlie most of the Wood debris storage areas on the Subject Site. It is unknown if concrete is present in the western debris field. The western debris field covers approximately 2.9

acres and is shown on **Figure 2**. We anticipate most of the soil sampling, if required, will occur in this area. Soil sampling will be completed as follows:

Mid-Atlantic will collect one soil sample from the 0-2 foot depth interval within each disturbed area. The 0-2 foot soil sample will be equally divided and placed into two individual zip-lock type bags, labeled with a unique sample identification number. One of the bags will be placed in a cooler with ice, and the second bag allowed to equilibrate at ambient air temperature for approximately 15 minutes. This sample will be used for field screening with a RAE Systems MiniRAE 3000 photoionization detector (PID) or similar field screening device. Adequate head space will be allowed in the sample collected for field screening. After equilibration, the bag will be punctured with the probe of the PID, taking care to keep the probe tip from contact with the soil. Measurements in parts per million (ppm) will be recorded in Mid-Atlantic's field notes.

Using new nitrile gloves, each sample collected for laboratory analysis will be transferred from the non-PID screened zip-lock bag originally placed in the cooler and transferred into clean, laboratory-supplied glassware for analysis. Soil samples collected for VOC analysis will be collected using Terra-core samplers, placing 5 grams of soil into preserved, laboratory-supplied containers. Soil samples collected for SVOC and metals analysis will be hand-compacted into the laboratory supplied glassware. Each soil sample will be labeled with a unique sample identification number, recorded in Mid-Atlantic's field notes and on the laboratory chain-of-custody form. The samples will be placed on ice and transferred, under property chain-of-custody protocol to a NELAP certified laboratory for analysis. One random soil sample will also be submitted to the laboratory for analysis as a duplicate sample. The actual sample identification will be logged into Mid-Atlantic's field notes, but a separate designation will be made on the sample container and chain-of-custody to make the sample unidentifiable to the laboratory. This designation will be cross-referenced in Mid-Atlantic's field notes. Upon completion of sampling, the soil borings will be backfilled with surrounding soil.

Analytical Requirements

Soil samples will be analyzed for VOCs by EPA Method 8260, SVOCs by EPA Method 8270 and RCRA metals by EPA Method 6020/7471/7199. Mid-Atlantic uses NELAP-accredited laboratories for soil analysis. Laboratory analyses performed on the samples will be specified on the chain-of-custody. The following laboratory quality control requirements will be included within the scope of work of this project:

- Analytical testing will be conducted by a North Carolina certified laboratory.

Level 2 QA/QC data packages will be included for each suite of analytical samples. Laboratories will be required to report "J" flags as identified during the analysis.

- One field duplicate sample will be collected in each disturbed area.

Report

Mid-Atlantic will prepare a *Debris Removal Verification Report* detailing the field activities and findings of the investigation. At a minimum, the report will include the following: a description of field activities; tabulated soil data, if collected, in comparison to applicable screening levels, and laboratory report(s) with applicable QA/QC documentation. Appropriate site figures including a site plan with any areas disturbed by debris removal operations so indicated, soil sampling point locations and contaminant concentration map(s) for contaminants if detected above applicable NCDEQ standards.

Proposed Schedule

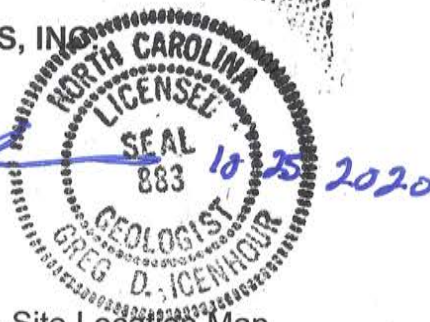
The scope of work is dependent on subcontractor availability for the work. Following the approval of the work plan by the NCDEQ, Mid-Atlantic anticipates debris removal at the Subject Site will begin during the fourth quarter of 2020. Once a contractor has been selected, Mid-Atlantic will provide NCDEQ with an updated project schedule that includes the anticipated length of these activities from the contractor.

Mid-Atlantic appreciates the opportunity to provide this work plan for consideration. Please contact the undersigned if there are questions concerning our proposed approach.

With best regards,

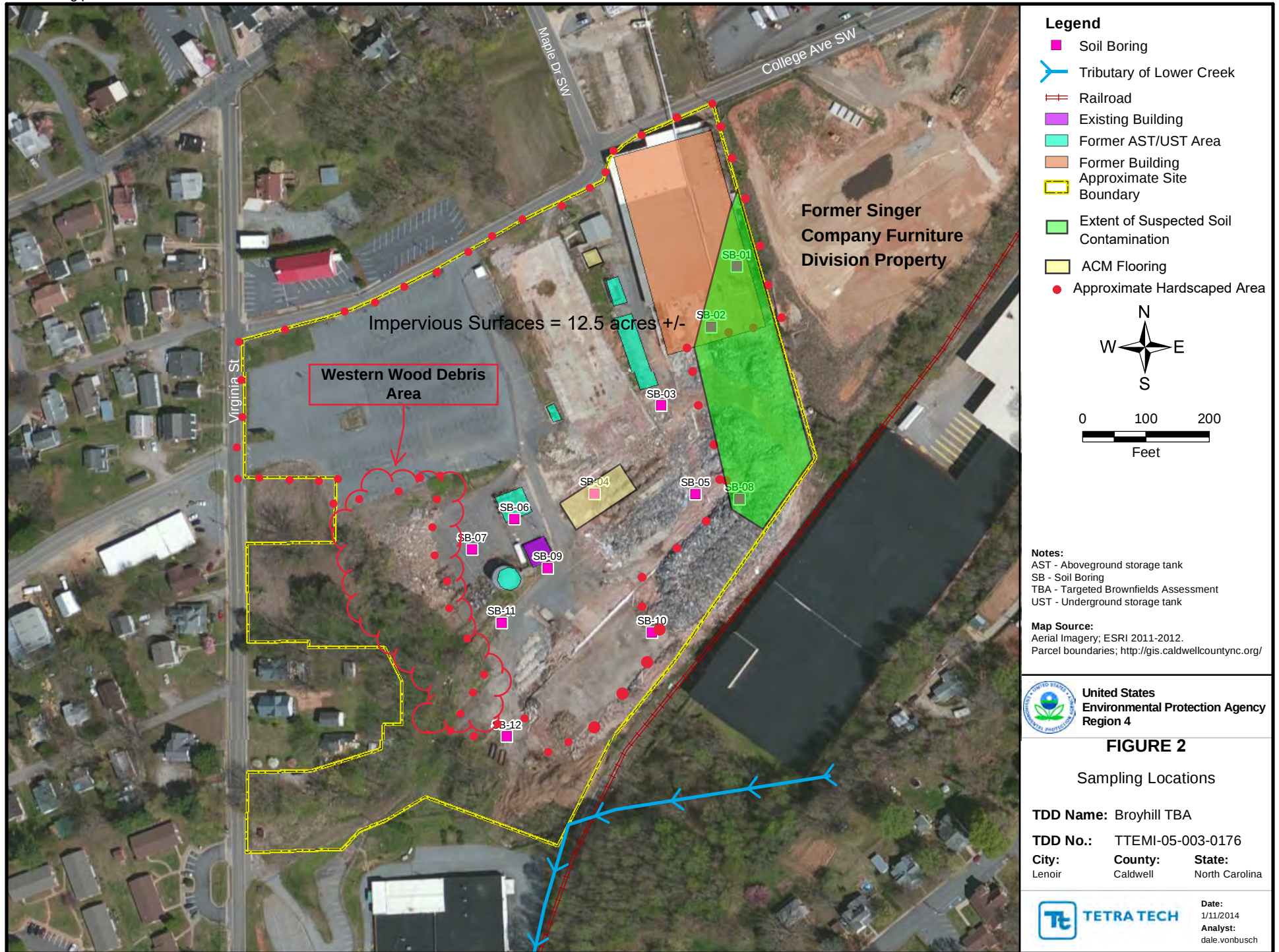
MID-ATLANTIC ASSOCIATES, INC.


Greg D. Icenhour, P.G., MBA
Principal Geologist



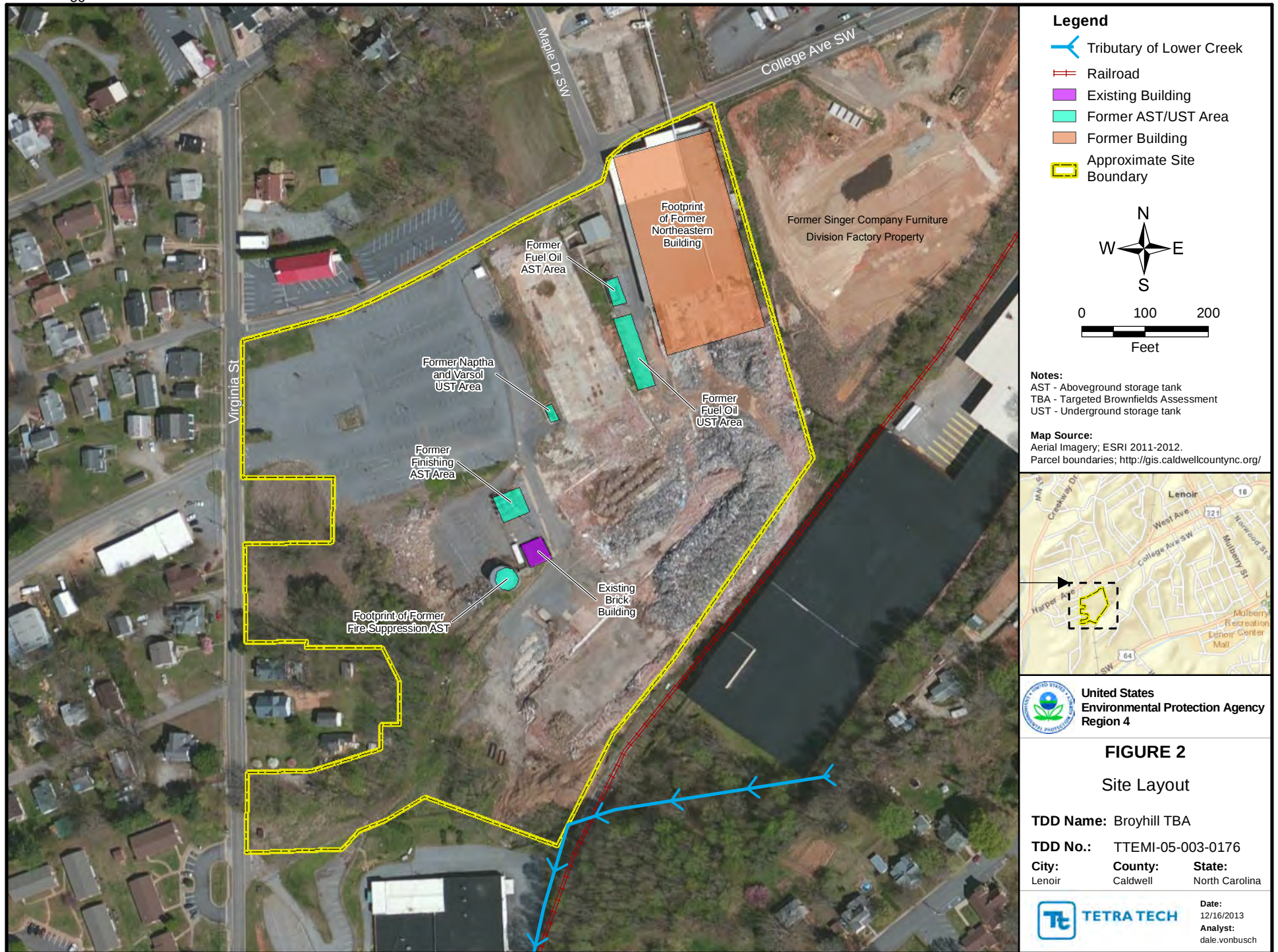
Attachments: Figure 1 – Site Location Map
 Figure 2 – Sample Location Map
 Appendix A – Previous Phase II Documentation

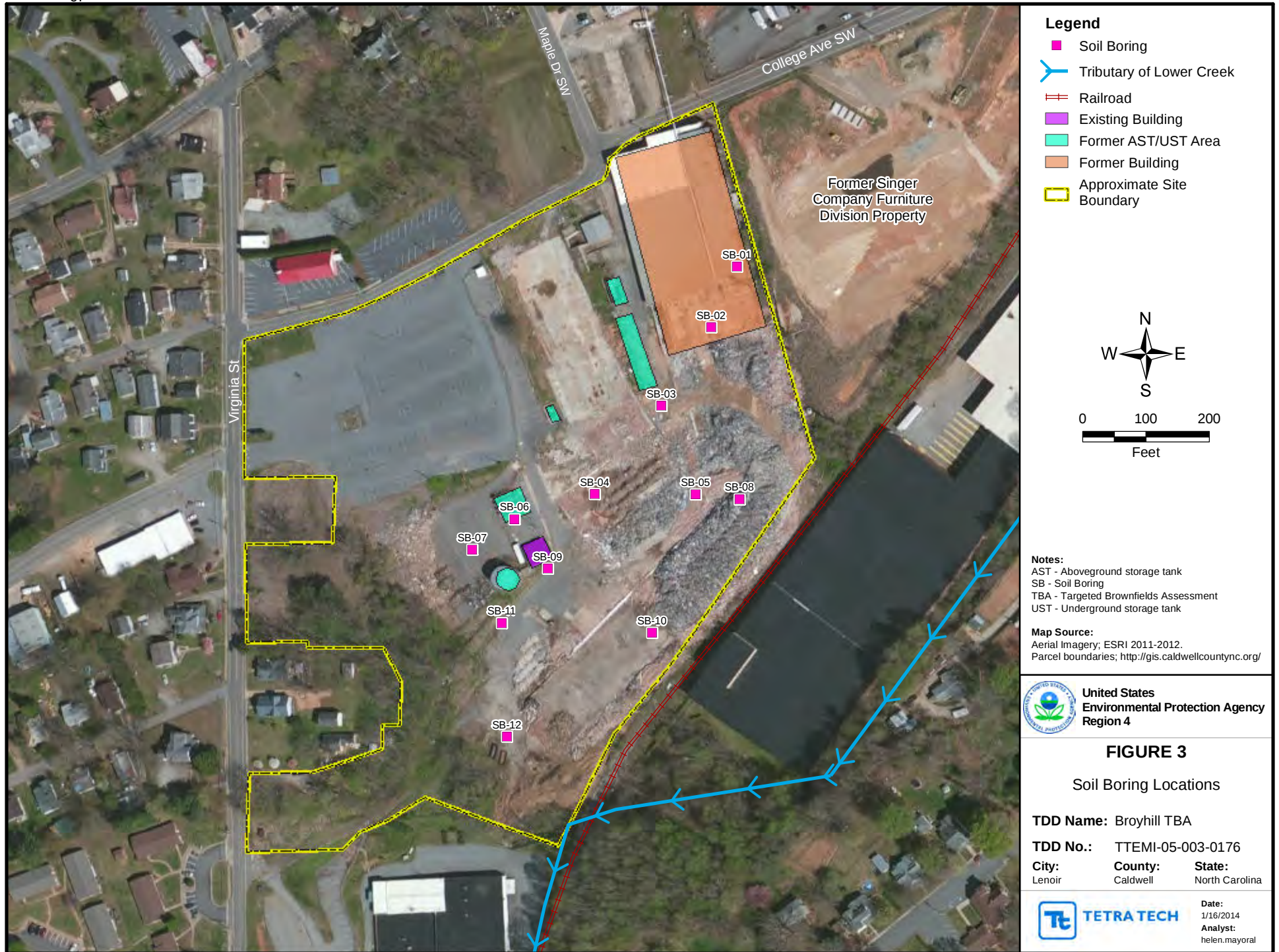
FIGURES

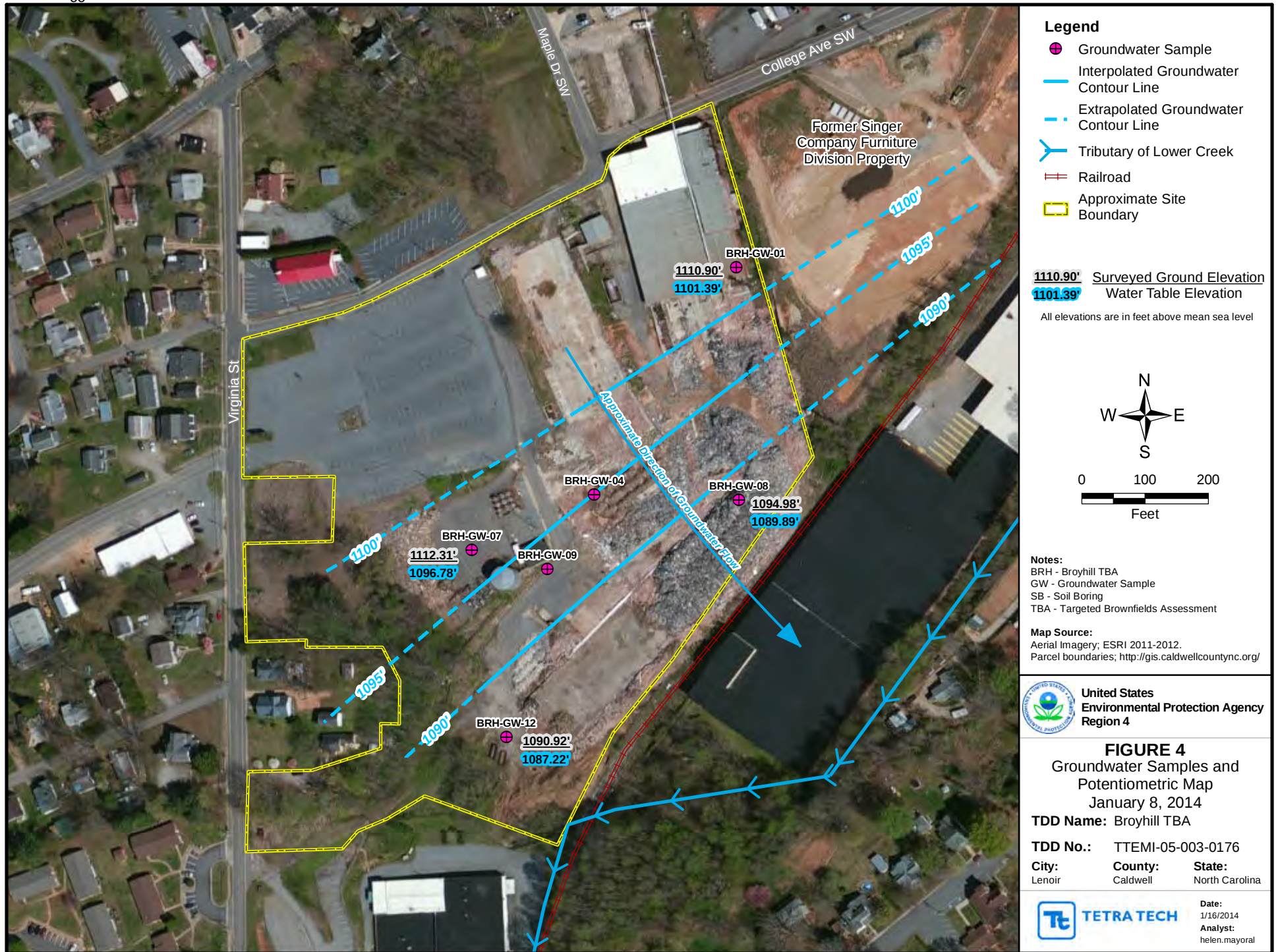


APPENDIX A

Select Phase II Data







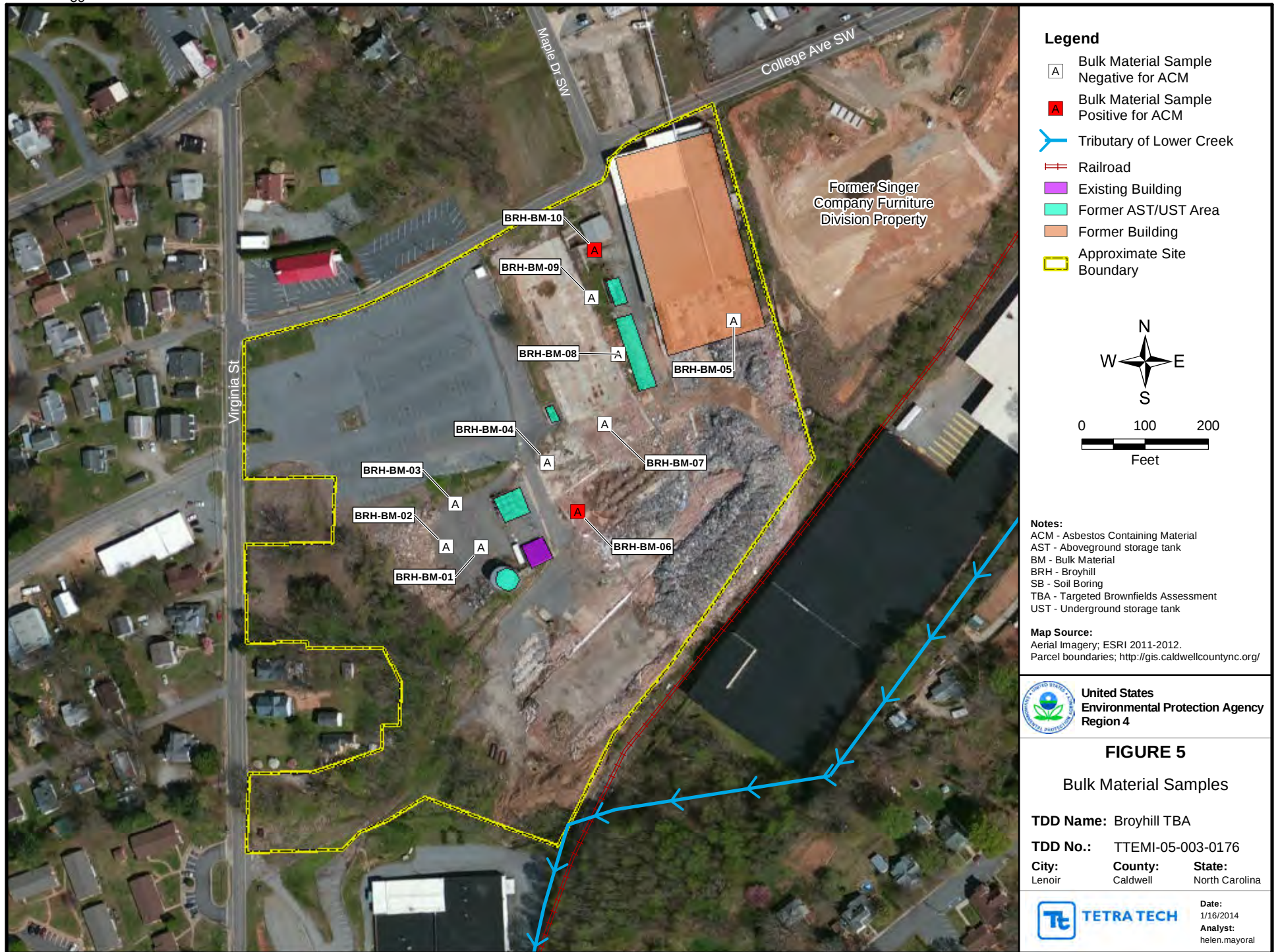


TABLE B-1
BROYHILL TARGETED BROWNFIELDS ASSESSMENT
ANALYTICAL RESULTS FOR SOIL SAMPLES

Analyte	NCDENR MSCC	NCDENR PSRG	EPA RSL	EPA RML	BRH-SB01-03	BRH-SB01-09	BRH-SB01-09-DUF	BRH-SB01-21	BRH-SB02-03	BRH-SB02-18	BRH-SB03-03	BRH-SB03-12	BRH-SB04-03
	Industrial Soil				SB01: 0 to 3 ft bgs	SB01: 6 to 9 ft bgs	SB01: 6 to 9 ft bgs	SB01: 18 to 21 ft bgs	SB02: 0 to 3 ft bgs	SB02: 15 to 18 ft bgs	SB03: 0 to 3 ft bgs	SB03: 9 to 12 ft bgs	SB04: 0 to 3 ft bgs
Volatile Organic Compounds (µg/kg)													
Acetone	360,000,000	100,000,000	630,000,000	1,900,000,000	24 U	21 J	ND	28 U	13 J	19 U	22 U	25 U	27 U
2-Hexanone	160000.0	280000.0	NL	NL	12.0 U	16 U	ND	14.0 U	11 U	9.6 U	11.0 U	12.0 U	13.0 U
Methylcyclohexane	NL	NL	NL	NL	6.1 U	0.73 J	ND	7.1 U	5.3 U	4.8 U	5.4 U	6.1 U	6.7 U
Semivolatile Organic Compounds (µg/kg)													
Acenaphthene	24,000,000	6,600,000	33,000,000	99,000,000	410 U	4,800	2,900	460 U	390 U	400 U	400 U	440 U	400 U
Acenaphthylene	12,264,000	NL	NL	NL	410 U	2,000 U	350 J	460 U	390 U	400 U	400 U	440 U	400 U
Anthracene	122,000,000	34,000,000	170,000,000	500,000,000	410 U	4,100	2,900	460 U	26 J	400 U	400 U	440 U	400 U
Benzo(a)anthracene	8,000	2,100	2,100	210,000	410 U	3,000	2,100	460 U	150 J	400 U	400 U	440 U	400 U
Benzo(a)pyrene	780	210	210	21,000	410 U	2,200	2,100	460 U	340 J	400 U	400 U	440 U	400 U
Benzo(b)fluoranthene	8,000	1,300	2,100	210,000	410 U	3,200	3,400	460 U	410	400 U	400 U	440 U	400 U
Benzo(g,h,i)perylene	12,264,000	NL	NL	NL	410 U	1,000 J	530	460 U	290 J	400 U	400 U	440 U	400 U
Benzo(k)fluoranthene	78,000	21,000	21,000	2,100,000	410 U	1,400 J	1,300	460 U	170 J	400 U	400 U	440 U	400 U
1,1'-Biphenyl	NL	42,000	NL	NL	410 U	1,100 J	620	460 U	390 U	400 U	400 U	440 U	400 U
Carbazole	NL	NL	NL	NL	410 U	1,100 J	760	460 U	42 J	400 U	400 U	440 U	400 U
Chrysene	780,000	210,000	210,000	21,000,000	410 U	2,500	1,800	460 U	290 J	400 U	400 U	440 U	400 U
Di-n-butyl phthalate	NL	12,000,000	NL	NL	410 U	2,000 U	140 J	460 U	390 U	400 U	240 J	440 U	400 U
Dibenzo(a,h)anthracene	780	210	210	210,000	410 U	2,000 U	200 J	460 U	59 J	400 U	400 U	440 U	400 U
Dibenzofuran	1,635,000	NL	NL	NL	410 U	4,100	2,300	460 U	390 U	400 U	400 U	440 U	400 U
bis(2-Ethylhexyl)phthalate	410,000	120,000	NL	NL	410 U	2,000 U	190 J	460 U	520	400 U	400 U	440 U	400 U
Fluoranthene	16,400,000	4,400,000	22,000,000	66,000,000	410 U	14,000	8,600	460 U	550	400 U	400 U	440 U	400 U
Fluorene	16,400,000	4,400,000	22,000,000	66,000,000	410 U	4,700 J	2,600	460 U	390 U	400 U	400 U	440 U	400 U
Indeno(1,2,3-c,d)pyrene	8,000	2,100	2,100	210,000	410 U	880 J	560	460 U	110 J	400 U	400 U	440 U	400 U
2-Methylnaphthalene	1,635,000	370,000	NL	NL	410 U	3,500	1,900	460 U	390 U	400 U	400 U	440 U	400 U
Naphthalene	8,175,000	18,000	180,000	1,800,000	410 U	4,600	3,200	460 U	18 J	400 U	400 U	440 U	400 U
Phenanthrene	12,264,000	NL	NL	NL	410 U	18,000 J	9,600	460 U	450	400 U	400 U	440 U	400 U
Pyrene	12,264,000	3,400,000	17,000,000	50,000,000	410 U	8,800	6,000	460 U	450	400 U	400 U	440 U	400 U
Metals (mg/kg)													
Arsenic	NL	2.4	2.4	240	1.2 J-	7.2 J-	8 J-	1.4 U	1.4	0.6 U	1.2 U	1.3 U	2.8
Barium	81,000	38,000	190,000	570,000	73 J-	810 J-	730 J-	200	110	62	190	180	52
Cadmium	NL	160	800	2,400	0.13 U	0.24 U	0.12 U	0.28 U	0.11 U	0.13 J+	0.12 U	0.13 U	0.224 U
Chromium	1,226	100,000	NL	NL	51	19	27	54	21	20	17	26	30
Lead	400	800	800	800	14	59	55	4.9	21	9.8	25	7	13
Mercury	NL	3.1	43	130	0.094 U	0.1	0.042 J	0.11 U	0.013 J	0.024 J	0.092 U	0.11 U	0.013 J
Selenium	NL	1,000	5,100	15,000	0.63 UJ	0.6 J-	1.8 J-	1.4 U	1.2	1.2	0.57 J	1.3 U	1.2 U
Silver	2,044	1,000	5,100	15,000	0.22 J-	6.8 J-	38 J-	1.2	0.94	0.23 J	0.98	0.82	1.6
Varsol (µg/kg)													
Varsol	NL	NL	NL	NL	NA	NA	NA	NA	NA	NA	NA	NA	8200 U
Volatile Petroleum Hydrocarbons (mg/kg)													
C5 - C8 Aliphatics	24,528.0	NL	NL	NL	4.3 U	1.2 J	4.4 UJ	9.6 U	3.3 U	3.7 U	5.0 U	4.7 U	NA
C9 - C12 Aliphatics	NL	NL	NL	NL	4.3 U	8.6 J	2.9 J	9.6 U	3.3 U	3.7 U	2.7 J	4.7 U	NA
C9 - C10 Aromatics	NL	NL	NL	NL	1.4 U	1.6	1.5 U	3.2 U	1.1 U	1.2 U	0.62 J	1.6 U	NA
Extractable Petroleum Hydrocarbons (mg/kg)													
C9 - C18 Aliphatics	40,000	NL	NL	NL	12 U	12 UJ	13 UJ	13 UJ	11 UJ	11 UJ	12 UJ	13 UJ	NA
C19 - C36 Aliphatics	810,000	NL	NL	NL	12 U	88	95	13 J	350	11 U	12 U	13 U	NA
C9 - C22 Aromatics ¹	12,264	NL	NL	NL	ND	111.6	ND	ND	ND	ND	ND	ND	ND
C11 - C22 Aromatics	NL	NL	NL	NL	12 U	110	180	13 U	36	11 U	12 U	13 U	NA

TABLE B-1
BROYHILL TARGETED BROWNFIELDS ASSESSMENT
ANALYTICAL RESULTS FOR SOIL SAMPLES

Analyte	NCDENR MSCC	NCDENR PSRG	EPA RSL	EPA RML	BRH-SB04-18	BRH-SB05-03	BRH-SB05-12	BRH-SB06-03	BRH-SB06-21	BRH-SB07-03	BRH-SB07-17	BRH-SB08-03	BRH-SB08-12
	Industrial Soil				SB04: 15 to 18 ft bgs	SB05: 0 to 3 ft bgs	SB05: 9 to 12 ft bgs	SB06: 0 to 3 ft bgs	SB06: 18 to 21 ft bgs	SB07: 0 to 3 ft bgs	SB07: 14 to 17 ft bgs	SB08: 0 to 3 ft bgs	SB08: 9 to 12 ft bgs
Volatile Organic Compounds (µg/kg)													
Acetone	360,000,000	100,000,000	630,000,000	1,900,000,000	23 U	20 UJ	24 U	24 U	21 U	21 U	25 U	19 U	30 U
2-Hexanone	160000.0	280000.0	NL	NL	11.0 U	10.0 UJ	12 U	12.0 U	11.0 U	10.0 U	12.0 U	9.4 U	15.0 U
Methylcyclohexane	NL	NL	NL	NL	5.6 U	5.0 UJ	6.0 U	5.9 U	5.4 U	5.2 U	6.2 U	4.7 U	7.6 U
Semivolatile Organic Compounds (µg/kg)													
Acenaphthene	24,000,000	6,600,000	33,000,000	99,000,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	110 J	490 U
Acenaphthylene	12,264,000	NL	NL	NL	440 U	390 U	440 U	420 U	410 U	410 U	450 U	390 U	490 U
Anthracene	122,000,000	34,000,000	170,000,000	500,000,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	43 J	490 U
Benzo(a)anthracene	8,000	2,100	2,100	210,000	440 U	16 J	440 U	420 U	410 U	410 U	450 U	44 J	490 U
Benzo(a)pyrene	780	210	210	21,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	42 J	490 U
Benzo(b)fluoranthene	8,000	1,300	2,100	210,000	440 U	49 J	440 U	420 U	410 U	410 U	450 U	77 J	490 U
Benzo(g,h,i)perylene	12,264,000	NL	NL	NL	440 U	390 U	440 U	420 U	410 U	410 U	450 U	31 J	490 U
Benzo(k)fluoranthene	78,000	21,000	21,000	2,100,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	390 U	490 U
1,1'-Biphenyl	NL	42,000	NL	NL	440 U	390 U	440 U	420 U	410 U	410 U	450 U	390 U	490 U
Carbazole	NL	NL	NL	NL	440 U	390 U	440 U	420 U	410 U	410 U	450 U	67 J	490 U
Chrysene	780,000	210,000	210,000	21,000,000	440 U	28 J	440 U	420 U	410 U	410 U	450 U	57 J	490 U
Di-n-butyl phthalate	NL	12,000,000	NL	NL	440 U	390 U	440 U	420 U	410 U	410 U	450 U	390 U	490 U
Dibenzo(a,h)anthracene	780	210	210	210,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	390 U	490 U
Dibenzofuran	1,635,000	NL	NL	NL	440 U	390 U	440 U	420 U	410 U	410 U	450 U	390 U	490 U
bis(2-Ethylhexyl)phthalate	410,000	120,000	NL	NL	440 U	750	470	420 U	410 U	410 U	450 U	390 U	490 U
Fluoranthene	16,400,000	4,400,000	22,000,000	66,000,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	240 J	490 U
Fluorene	16,400,000	4,400,000	22,000,000	66,000,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	110 J	490 U
Indeno(1,2,3-c,d)pyrene	8,000	2,100	2,100	210,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	390 U	490 U
2-Methylnaphthalene	1,635,000	370,000	NL	NL	440 U	390 U	440 U	420 U	410 U	410 U	450 U	92 J	490 U
Naphthalene	8,175,000	18,000	180,000	1,800,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	58 J	490 U
Phenanthrene	12,264,000	NL	NL	NL	440 U	390 U	440 U	420 U	410 U	410 U	450 U	310 J	490 U
Pyrene	12,264,000	3,400,000	17,000,000	50,000,000	440 U	390 U	440 U	420 U	410 U	410 U	450 U	170 J	490 U
Metals (mg/kg)													
Arsenic	NL	2.4	2.4	240	0.75	2.9 U	1.5	1.4 J	0.4 J	2.3	0.55 J	2.2	1.4
Barium	81,000	38,000	190,000	570,000	180	50	240	73	140	49	140	92	230
Cadmium	NL	160	800	2,400	0.13 U	1.2 U	0.27 U	0.63 U	0.13 U	0.25 U	0.27 U	0.11 U	0.28 U
Chromium	1,226	100,000	NL	NL	2.9	33	44	62	2.9	32	11	26	29
Lead	400	800	800	800	6.2	13	15	14	3.7	15	6.7	13	7.2
Mercury	NL	3.1	43	130	0.097 U	0.047 J	0.02 J	0.028 J	0.099 U	0.026 J	0.11 U	0.016 J	0.11 U
Selenium	NL	1,000	5,100	15,000	0.34 J	1.5 J	1.3 U	3.1 U	0.55 J	1.2 U	1.3 U	0.57 U	1.4 U
Silver	2,044	1,000	5,100	15,000	0.52	1	1.1	2.9	0.29 J	1.7	0.76	1	1.1
Varsol (µg/kg)													
Varsol	NL	NL	NL	NL	880 U	7700 U	8800 U	NA	NA	8300 U	9200 U	7800 U	9900 U
Volatile Petroleum Hydrocarbons (mg/kg)													
C5 - C8 Aliphatics	24,528.0	NL	NL	NL	NA	4.4 U	4.4 U	NA	NA	3.9 U	4.6 U	3.9 U	6.2 U
C9 - C12 Aliphatics	NL	NL	NL	NL	NA	4.4 U	4.4 U	NA	NA	3.9 U	4.6 U	3.9 U	6.2 U
C9 - C10 Aromatics	NL	NL	NL	NL	NA	1.5 U	1.5 U	NA	NA	1.3 U	1.5 U	1.3 U	2.1 U
Extractable Petroleum Hydrocarbons (mg/kg)													
C9 - C18 Aliphatics	40,000	NL	NL	NL	NA	11 UJ	12 U	NA	NA	12 U	14 U	11 U	15 U
C19 - C36 Aliphatics	810,000	NL	NL	NL	NA	11 U	12	NA	NA	12 U	14 U	11 U	15 U
C9 - C22 Aromatics ¹	12,264	NL	NL	NL	ND	ND	ND	ND	ND	ND	ND	ND	ND
C11 - C22 Aromatics	NL	NL	NL	NL	NA	11 U	12 U	NA	NA	12 U	14 U	11 U	15 U

TABLE B-1
BROYHILL TARGETED BROWNFIELDS ASSESSMENT
ANALYTICAL RESULTS FOR SOIL SAMPLES

Analyte	NCDENR MSCC	NCDENR PSRG	EPA RSL	EPA RML	BRH-SB09-03	BRH-SB09-18	BRH-SB10-03	BRH-SB10-09	BRH-SB11-03	BRH-SB11-09	BRH-SB11-03-DUP	BRH-SB12-03	BRH-SB12-09
	Industrial Soil				SB09: 0 to 3 ft bgs	SB09: 15 to 18 ft bgs	SB10: 0 to 3 ft bgs	SB10: 6 to 9 ft bgs	SB11: 0 to 3 ft bgs	SB11: 6 to 9 ft bgs	SB11: 6 to 9 ft bgs	SB12: 0 to 3 ft bgs	SB12: 6 to 9 ft bgs
Volatile Organic Compounds (µg/kg)													
Acetone	360,000,000	100,000,000	630,000,000	1,900,000,000	19 U	26 U	22 U	33	21 J	13 J	33	22 U	39
2-Hexanone	160000.0	280000.0	NL	NL	9.4 U	13.0 U	11.0 U	12 U	11 U	15.0 U	12.0 U	11.0 U	17.0 U
Methylcyclohexane	NL	NL	NL	NL	4.7 U	6.5 U	5.6 U	5.9 U	5.5 U	7.5 U	6.0 U	5.4 U	8.5 U
Semivolatile Organic Compounds (µg/kg)													
Acenaphthene	24,000,000	6,600,000	33,000,000	99,000,000	380 U	450 U	420 U	69 J	420 U	450 U	430 U	380 U	430 U
Acenaphthylene	12,264,000	NL	NL	NL	380 U	450 U	420 U	410 U	420 U	450 U	430 U	380 U	430 U
Anthracene	122,000,000	34,000,000	170,000,000	500,000,000	380 U	450 U	420 U	120 J	75 J	450 U	25 J	380 U	430 U
Benzo(a)anthracene	8,000	2,100	2,100	210,000	380 U	450 U	69 J	250 J	310 J	450 U	76 J	75 J	430 U
Benzo(a)pyrene	780	210	210	21,000	380 U	450 U	59 J	25 J	370 J	450 U	46 J	58 J	430 U
Benzo(b)fluoranthene	8,000	1,300	2,100	210,000	380 U	450 U	80 J	370 J	480 J	450 U	67 J	83 J	430 U
Benzo(g,h,i)perylene	12,264,000	NL	NL	NL	380 U	450 U	69 J	150 J	200 J	450 U	430 U	380 U	430 U
Benzo(k)fluoranthene	78,000	21,000	21,000	2,100,000	380 U	450 U	36 J	130 J	240 J	450 U	430 U	39 J	430 U
1,1'-Biphenyl	NL	42,000	NL	NL	380 U	450 U	420 U	410 U	420 U	450 U	430 U	380 U	430 U
Carbazole	NL	NL	NL	NL	380 U	450 U	420 U	79 J	59 J	450 U	430 U	380 U	430 U
Chrysene	780,000	210,000	210,000	21,000,000	380 U	450 U	38 J	260 J	290 J	450 U	44 J	48 J	430 U
Di-n-butyl phthalate	NL	12,000,000	NL	NL	380 U	450 U	420 U	410 U	420 J	450 U	430 U	380 U	430 U
Dibenzo(a,h)anthracene	780	210	210	210,000	380 U	450 U	420 U	39 J	70 J	450 U	430 U	380 U	430 U
Dibenzofuran	1,635,000	NL	NL	NL	380 U	450 U	420 U	410 U	420 U	450 U	430 U	380 U	430 U
bis(2-Ethylhexyl)phthalate	410,000	120,000	NL	NL	380 U	450 U	420 U	410 U	270 J	450 U	430 U	240 J	430 U
Fluoranthene	16,400,000	4,400,000	22,000,000	66,000,000	380 U	450 U	87 J	920 J	770 J	450 U	130 J	94 J	430 U
Fluorene	16,400,000	4,400,000	22,000,000	66,000,000	380 U	450 U	420 U	120 J	86 J	450 U	61 J	380 U	430 U
Indeno(1,2,3-c,d)pyrene	8,000	2,100	2,100	210,000	380 U	450 U	49 J	130 J	180 J	450 U	430 U	380 U	430 U
2-Methylnaphthalene	1,635,000	370,000	NL	NL	380 U	450 U	420 U	410 U	420 U	450 U	430 U	380 U	430 U
Naphthalene	8,175,000	18,000	180,000	1,800,000	380 U	450 U	420 U	45 J	19 J	450 U	27 J	380 U	430 U
Phenanthrene	12,264,000	NL	NL	NL	380 U	450 U	420 U	930 J	430 J	450 U	150 J	44 J	430 U
Pyrene	12,264,000	3,400,000	17,000,000	50,000,000	380 U	450 U	67 J	610 J	570 J	450 U	99 J	74 J	430 U
Metals (mg/kg)													
Arsenic	NL	2.4	2.4	240	0.83 J	1.3 U	0.69 J	3.2	4.1 J	1 J	1.2 J	1.4	1.2 J
Barium	81,000	38,000	190,000	570,000	31	300	200	86	110 J	270	230 J	180	230
Cadmium	NL	160	800	2,400	0.23 U	0.25 U	0.25 U	0.24 U	0.25 U	0.26 U	0.13 U	0.23 U	0.26 U
Chromium	1,226	100,000	NL	NL	15	27	49	24	32	11	5.9	29 B	52
Lead	400	800	800	800	8.5	11	10	29	39	13	31	21	9.8
Mercury	NL	3.1	43	130	0.042 J	0.11 U	0.1 U	0.037 J	0.048 J	0.11 U	0.0089 J	0.015 J	0.11 U
Selenium	NL	1,000	5,100	15,000	0.74 J	1.3 U	1.2 U	1.2 U	1.2 U	1.3 U	0.63 J	1.2 U	0.46 J
Silver	2,044	1,000	5,100	15,000	1	0.57 J	0.6 J	1.4	2.2	0.59 J	0.31 J	0.66	0.92
Varsol (µg/kg)													
Varsol	NL	NL	NL	NL	NA	NA	8400 U	8400 U	850 U	9000 U	8700 U	7700 U	8900 U
Volatile Petroleum Hydrocarbons (mg/kg)													
C5 - C8 Aliphatics	24,528.0	NL	NL	NL	3.6 U	4.4 U	4.5 U	3.9 U	24 U	26 U	25 U	22 U	4.9 U
C9 - C12 Aliphatics	NL	NL	NL	NL	3.6 U	4.4 U	4.5 U	3.9 U	24 U	26 U	25 U	22 U	4.9 U
C9 - C10 Aromatics	NL	NL	NL	NL	1.2 U	1.5 U	1.5 U	1.3 U	1.5 U	1.6 U	1.4 U	2 U	2.7 U
Extractable Petroleum Hydrocarbons (mg/kg)													
C9 - C18 Aliphatics	40,000	NL	NL	NL	11 U	13 U	12 U	13 U	12 U	13 U	13 U	12 U	13 U
C19 - C36 Aliphatics	810,000	NL	NL	NL	11 U	13 U	12 U	13 U	14	13 U	13 U	12 U	13 U
C9 - C22 Aromatics ¹	12,264	NL	NL	NL	ND	ND	ND	ND	ND	ND	ND	ND	ND
C11 - C22 Aromatics	NL	NL	NL	NL	11 U	13 U	12 U	13 U	12 U	13 U	13 U	12 U	13 U

TABLE B-1
BROYHILL TARGETED BROWNFIELDS ASSESSMENT
ANALYTICAL RESULTS FOR SOIL SAMPLES

Notes:

¹	C9-C22 aromatics are specifically reported by the laboratory. The values listed in the table are the sum of the C9-C10 aromatics and C11-C22 aromatics
bgs	Below ground surface
BRH	Broyhill TBA
EPA	US Environmental Protection Agency
ft	Feet
J	The analyte was positively identified in the sample; however, the reported value is an estimate.
J+	The analyte was positively identified in the sample; however, the reported value is an estimate and biased high.
J-	The analyte was positively identified in the sample; however, the reported value is an estimate and biased low.
mg/kg	Milligrams per kilogram
MSCC	Maximum Soil Contaminant Concentrations, available at http://portal.ncdenr.org/c/document_library/get_file?p_l_id=38491&folderId=458917&name=DLFE-13330.pdf
NA	Not analyzed
NCDENR	North Carolina Department of Environment and Natural Resources
ND	Not detected
NL	Not listed
PSRG	Preliminary Soil Remediation Goals, available at http://portal.ncdenr.org/c/document_library/get_file?uuid=5539ecfb-739f-4345-9459-b514508135f1&groupId=38361
RML	Removal Management Level, available at http://www.epa.gov/region4/superfund/images/allprogrammedia/pdfs/rml3sumtab081213.pdf
RSL	Regional Screening Level, available at http://www.epa.gov/reg3hwmd/risk/human/rb-concentration_table/Generic_Tables/docs/master_sl_table_run_NOV2013.pdf
SB	Soil boring
TBA	Targeted Brownfields Assessment
U	The analyte was analyzed for, but was not detected at or above the associated value (reporting limit).
UJ	The analyte was analyzed for, but was not detected at or above the associated value (reporting limit), which is considered approximate due to deficiencies in one or more quality control criteria.
µg/kg	Micrograms per kilogram
<i>ITALICS</i>	Results exceed NCDENR MSCC
	Results exceed NCDENR PSRG
BOLD	Results exceed EPA RSLs

TABLE B-3
BROYHILL TARGETED BROWNFIELDS ASSESSMENT
ANALYTICAL RESULTS FOR BULK MATERIAL SAMPLES

DESCRIPTION	SAMPLE ID	ASBESTOS PRESENT	FRIABLE	NON- ASBESTOS MATERIAL PRESENT	SAMPLE LOCATION
Foam insulation, vinyl-type coating, asphaltic backing	BRM-BM-01	No asbestos detected	No	See laboratory data package for description	About 50 feet northwest of footprint of former fire suppression AST
Double-ply woven fabric	BRM-BM-02	No asbestos detected	Yes		About 100 feet west-northwest of footprint of former fire suppression AST
White woven material, white padding insulation	BRM-BM-03	No asbestos detected	Yes		About 150 feet north-northwest of footprint of former fire suppression AST
Black rolled asphaltic shingle	BRM-BM-04	No asbestos detected	No		About 150 feet north-northeast of footprint of former fire suppression AST
Black rolled asphaltic shingle	BRM-BM-05	No asbestos detected	No		South end of footprint of former northeastern building
(1st layer) Linoleum, tan, large mosaic pattern	BRM-BM-06	20 percent chrysotile	No		Existing slab about 100 feet northeast of the existing brick building
(1st layer) Mastic		10 percent chrysotile	No		
(2nd layer) Linoleum, tan, small mosaic pattern		No asbestos detected	No		
(2nd layer) Mastic		No asbestos detected	No		
Tan grout over fiberglass with black mastic backing	BRM-BM-07	No asbestos detected	Yes		About 200 feet northeast of the existing brick building
Drywall with paper backing	BRM-BM-08	No asbestos detected	Yes		Former fuel oil UST area
Black wallboard with vinyl wallpaper	BRM-BM-09	No asbestos detected	Yes		Former fuel oil AST area
Tan 9 inch by 9 inch floor tile	BRM-BM-10	2 percent chrysotile	No		About 100 feet northwest of former fuel oil AST area
Associated mastic		3 percent chrysotile	No		

Notes:

AST Aboveground storage tank
BRM Broyhill TBA
BM Bulk material sample
ID Identification
TBA Targeted Brownfields Assessment
UST Underground storage tank