

**AGREEMENT TO PERFORM  
UNDERGROUND STORAGE TANK INCIDENT MANAGEMENT PROGRAM UNDER GUILFORD COUNTY'S  
HEALTH AND ENVIRONMENTAL RISK ASSESSMENT PROGRAM  
IN GUILFORD COUNTY, NORTH CAROLINA**

I. AGREEMENT

This Agreement ("**Agreement**") is made and entered into by and between the North Carolina Department of Environmental Quality, Division of Waste Management, 217 West Jones Street, Raleigh, North Carolina 27603 ("**Department**") and Guilford County ("**County**"), 301 W. Market St., Greensboro, NC 27402 (collectively "**Parties**"), to perform within the County's jurisdiction certain functions of the Health and Environmental Risk Assessment Program ("**Program**") relating to Underground Storage Tanks ("**USTs**") as described below.

II. PURPOSE

The purpose of this Agreement is to describe a working agreement between the County and the Department which will most effectively protect human health and the environment by enhancing the quality of groundwater and surface water in Guilford County. This goal will be accomplished by establishing the basic functions to be performed by the County in general terms that are statutorily functions performed by the Department. The specific functions to be performed by the County will be described in Attachment 1, Work Plan. Lastly, it is the intent of this Agreement that both Parties perform their respective duties in a manner which provides timely communications, sharing of information and resources, and which demonstrates a spirit of cooperation to best accomplish the goals of the Agreement.

III. SCOPE

The County agrees to provide the following services to the Department:

A. UNDERGROUND STORAGE TANK INCIDENT MANAGEMENT PROGRAM

Provide oversight of underground storage tanks that are removed from service or abandoned in place to ensure that any leakage or spillage of petroleum or hazardous substances is mitigated to protect groundwater and surface water quality for properties located in Guilford County. Perform incident management and oversight for sites contaminated from petroleum and hazardous substance USTs and petroleum non-UST sources in Guilford County pursuant to applicable Department statutes, rules, policies and guidelines.

B. WORK PLAN ELEMENTS

The Work Plan contained in Attachment 1 is incorporated herein by reference. The Work Plan contains a description of the procedures to be used for incident management and the responsibilities for both the Department and the County. The Work Plan also addresses resources available to carry out the County Program.

The County shall follow the most recent versions of the following Guidelines in carrying out its work:

- Guidelines for Site Checks, Tank Closure, and Initial Response and Abatement (STIRA)
- UST Section Assessment Guidelines
- UST Section Corrective Action Guidelines
- Guidelines for Sampling
- Guidelines for Monitored Natural Attenuation

The most recent Guidelines are located on the following website:  
<https://www.deq.nc.gov/about/divisions/waste-management/underground-storage-tanks-section/ust-guidance-documents>.

#### IV. FUNDING

Funding will be provided to the County by the Department's UST Section Trust Fund Branch in the amount of \$80,000 per year for the duration of this Agreement, payable in quarterly allocations of \$20,000 after the Department receives a written request for payment. The written request shall contain an accounting of how funds furnished by the Department are expended by the County (i.e., invoices). These funds shall only be used to carry out the responsibilities specified in the Work Plan (Attachment 1). This amount of Program support shall be renegotiated at the end of the five-year agreement period, or upon any significant change to the Program. Funding requirements shall not be modified based on the County's performance or non-performance of the performance goals described in Paragraph C of the Work Plan.

#### V. ENFORCEMENT & PENALTIES

The Department shall retain exclusive authority and responsibility to assess and collect administrative penalties and to institute legal action for violations of State statutes and regulations.

#### VI. COORDINATION

The Department and the County will make all reasonable efforts to coordinate activities conducted under this Agreement. When immediate coordination is not possible, activities will be coordinated as soon as possible after notification of an activity.

The County staff will communicate any issues with the Responsible Party ("RP"). RP shall have the same meaning as 15A NCAC 02L .0403 or 15A NCAC 02L .0503, depending on context.

The County will communicate the investigative and cleanup work necessary with the RP and RPs consultant in accordance with relevant UST policies, rules, and statutes. The County will communicate the RP and RP's consultant's proposed plan for the appropriate scope of work to accomplish next steps to the UST Winston-Salem Regional Office ("WSRO") Supervisor. The County Program staff will be required to attend WSRO and UST Section staff meetings. The County and the Department will hold meetings as often as necessary, but at least monthly, to discuss Work Plan implementation and program effectiveness.

The County will report to and coordinate through the Department all problems or violations of environmental laws or regulations which are detected and are the responsibility of the Department. The Department will notify the County about activities to be undertaken in Guilford County which relate to the activities outlined in the Work Plan. The Department will assume the lead responsibility in setting up

meetings and training which the Department deems essential to the success of the Work Plan. The County will endeavor to ensure its staff's attendance during such meetings and training opportunities.

VII. OVERSIGHT

WSRO shall oversee the Program activities conducted on the Department's behalf by County. If any issues, concerns, or problems arise during UST Program activities, County staff shall promptly notify the WSRO Supervisor. In response, the WSRO Supervisor shall provide guidance and assistance to respond appropriately, including written or oral communication, site visits, or other necessary actions in accordance with the UST laws, regulations, and policies. The Program may be evaluated yearly.

VIII. NOTICES

Each party shall submit notices, questions, and correspondence related to this MOA to the other party's designated point of contact. The contact information for each party's initial point of contact is set out below. Either party may change its point of contact and/or the associated contact information by giving timely written notice to the other party.

For the Department:	For the County:
Name: Carin Kromm Title: Corrective Action Branch Head Mailing Address (Work): 1646 Mail Service Center Raleigh, NC 27699-1646 Email: carin.kromm@deq.nc.gov Phone Number: 336-776-9682	Name: Natalie Craver Title: Assistant County Manager Mailing Address (Work): 301 W. Market St., Greensboro, NC 27401 Email: ncraver@guilfordcountync.gov Phone Number: 336-641-3053 With copy to: Paula Cox pcox@guilfordcountync.gov Phone Number: 336-641-4556

IX. RESERVATION OF RIGHTS

The Department shall retain all authority and reserve all rights to take any action authorized by law to protect human health and the environment pursuant to its authorities under Federal or State laws, and any legal and equitable remedies available to it to address any imminent endangerment to public health or the environment.

Neither party shall be responsible for, or bear any liability associated with, the acts or omissions of the other party except as required by law. Rather, each party shall be responsible for, and bear the liability associated with, its own acts and omissions. Moreover, nothing in this Agreement is intended or shall be construed as a waiver by the Parties of any claims or defenses in any legal action, or of any other rights or remedies available under applicable law. In particular, nothing herein is intended or shall be construed as waiving any claim or defense based on the principle of sovereign immunity or governmental immunity if such claim or defense would otherwise be available under applicable law.

X. AVAILABILITY OF FUNDS

The County understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement. If funding is no longer available as described above, the County may immediately terminate this Agreement by providing written notice.

XI. EFFECTIVE DATE

This Agreement shall become effective on the date on which the Department executes the agreement, as shown below, and shall expire five (5) years from the date of execution unless renewed or revised by agreement of both parties.

XII. TERMINATION

This Agreement may be terminated by the Department or the County, without giving cause, by providing at least thirty (30) days written notice. In the event of a termination, any unexpended funds will revert to the Department. The Department agrees to reimburse the County for all allowable costs for services performed up to and through the date of Termination.

XIII. SEVERABILITY

If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

XIV. ADDITIONAL TERMS

- A. **Non-Assignment.** This Agreement shall not be assigned by either party without written consent of the other party.
- B. **Entire Agreement.** This Agreement, including the Work Plan (Attachment 1), constitutes the entire agreement between the parties, superseding all prior oral or written statements or agreements.
- C. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and shall have the full force and effect as an original but all of which shall constitute one and the same instrument.
- D. **Signature Authority.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Agreement.
- E. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of North Carolina.
- F. **Applicability of Laws.** The Parties agree that they are both responsible for complying with applicable local, state, and federal laws and regulations while carrying out their responsibilities under this Agreement.
- G. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as the result of events or circumstances beyond its reasonable control. Such events or circumstances include, without limitation, war, hostile foreign action, acts of terrorism, blockades, embargoes, trade restrictions, strikes, riots, civil insurrection, power failures, nuclear explosions, floods, fires, earthquakes, hurricanes, tornados, epidemics or pandemics, other catastrophic natural events, acts of God and any other event or circumstance beyond the reasonable control of such party. The non-performing party shall notify the other party of the force majeure event within seventy-two (72) hours of the onset thereof.

**H. Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed so as in any way stop, limit, or impair the Parties from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

The undersigned hereby agrees to support the fulfillment of this Agreement entered into between the County and Department while exercising the powers of the County and the Department on Month DD, 2025.

**NORTH CAROLINA DIVISION OF WASTE MANAGEMENT**

\_\_\_\_\_  
for the Department of Environmental Quality, Division of Waste Management

ATTEST:

\_\_\_\_\_ (Date)

**GUILFORD COUNTY**

\_\_\_\_\_  
Assistant County Manager (Date)

ATTEST:

\_\_\_\_\_  
Clerk to Board (Date)

\_\_\_\_\_  
Department Director/Designee

**ATTACHMENT 1:**  
**WORK PLAN**

PURPOSE

The purpose of this Work Plan is to outline the specific procedures that are to be followed by the County and the Department in order to more effectively protect and enhance the quality of the waters in Guilford County through a mutually cooperative effort on the part of both agencies. It is the intent of this Work Plan to bring together the efforts of the Health and Environmental Risk Assessment Program for the County and the Department and eliminate the duplication of effort between the two agencies. It is not the intent of this Work Plan to limit either the Department or the County from acting under their own pertinent authorities if either believes it is in the best interest of the environment and public health to do so.

PROGRAM DESCRIPTION

The purpose of the UST Incident Management which is provided under Guilford County's Health and Environmental Risk Assessment Program is to work to protect or restore the chemical, physical and biological integrity of the surface waters and groundwater of Guilford County and to ensure compliance with local, state, and federal UST regulations. Efforts to fulfill this purpose primarily involve the UST Incident Management conducted by the County.

It is the intent of the Program to ensure compliance with State and Federal regulations through its implementation for the citizens of Guilford County.

The allocation of Program resources, the development and implementation of Program activities and procedures, as well as the assessment of Program effectiveness is primarily the responsibility of the County. County staff members are responsible for fulfilling the assigned Program activities in accordance with established guidelines and procedures and fulfilling the obligations specified in this Work Plan.

UNDERGROUND STORAGE TANK PROGRAM IMPLEMENTATION STRATEGY

The County will assist with the Department's implementation of UST and non-UST regulations within the County by providing oversight for petroleum and hazardous substance UST and petroleum non-UST releases, including removals, closures in place, assessment, and monitoring and remediation through the Department's UST Incident Management Program. The County will respond to complaints and spills within Guilford County. The Department will provide support as needed to ensure consistent response efforts across the region and the state.

A. Databases

The County staff will ensure that the Underground Storage Tank Incident Database ("USTID") by Microsoft Dynamics is current and complete such that all General Info, Activity, RP Info, Reports and Comments are filled with available information.

The County will also ensure that site and incident documentation is uploaded and stored in the Department's document database Laserfiche, following all Department policies and procedures for document naming conventions and format.

B. Performance Standards

The County will ensure that the following performance standards set forth by the Department are met:

- Site Visits: The County is responsible for responding to complaints and visiting sites at various phases throughout the Program process such as initial site characterization, UST closure (e.g. tank pulls), Aggressive Fluid Vapor Recovery (AFVR) or Mobile Multi-Phase Extraction (MMPE) events, and active remediation systems and injection events.
- Trust Fund Preapprovals: The County will review and approve the Leaking Underground Storage Tank Trust Fund (“TF”) electronic Preapproval Task Authorizations (“ePATAs”) within seven (7) to ten (10) days of receipt from the RP. The review will ensure that proposed tasks align with the activities outlined in the Guidelines, and that the associated costs are both reasonable and necessary, in accordance with the Reasonable Rate Document. The County will forward ePATAs for review and approval to the WSRO Regional Supervisor for Corrective Action Branch-only task authorizations or to the WSRO Regional Supervisor and the UST Trust Fund Branch for dual approval task authorizations.
- The County will complete an independent, comprehensive, and technical evaluation of assessment and corrective action reports within 15–20 working days with no single evaluation taking greater than 30 working days.
- The County will prepare and submit incident packages to the WSRO for an eligibility determination for the state lead program (“STL”) when an RP is recalcitrant, deceased or dissolved, or financially insolvent within 90 days of the discovery of the above criteria. The Department will determine eligibility and notify the County and the RP of the determination.

In the event of any circumstances that would affect the County’s ability to perform its obligations under this Agreement, the County shall promptly communicate such limitations in writing to the Department. The Department may modify or waive certain performance standards at least temporarily. The Department shall not unreasonably refuse the County’s good faith request to modify or waive these performance standards where just cause exists. The Department shall communicate promptly such temporary modifications to the County in writing. The Department acknowledges that staffing issues and training requirements may affect the County’s ability to meet these performance standards.

C. Additional Performance Goals

The County and the Department may agree to set additional, specific goals that can be completed by County employees. These goals may be modified at any time by written consent of both Parties. These goals are as follows:

- Unknown Risk (“U-Risk”) Reduction: The County will endeavor to reduce the number of u-risk incidents over two (2) years old by 10% each year.
- Trust Fund Preapproval Response Time: The County will attempt to reduce the time needed to review and approve ePATAs to within five (5) to seven (7) days of receipt from the RP.

D. Reports and Information

The County will review all reports to ensure compliance with State and Federal regulations,

guidance documents, and UST Section policies.

The County will track and update USTID to ensure that all incoming UST reports are monitored from receipt to approval.

The County will request additional information from the RP and/or their representative, if needed, and follow up on missing reports or submittals after the due date.

The Department will provide the County with the latest version of policy memos and shell documents. The County will issue acknowledgement letters, document completeness determinations, report approvals within the statutory, regulatory, or Department time limits. All written correspondence will be managed through the Department, which maintains signing authority for official correspondence. The County will prepare draft letters, Notices of Regulatory Requirements (“NORR”) and Notices of Violation (“NOV”) using the most recent templates prepared by the Department. The Notices will be submitted electronically to the WSRO Regional Supervisor for signature. The Department will mail the Notices using the United States Postal System (USPS) or another approved method for service of written Notices. The County will be copied on all signed correspondence to the RPs by the Department.

The Department will provide access to USTID and Laserfiche databases. The County is responsible for converting or scanning paper documents on or after the Effective Date of this Agreement into electronic documents and uploading electronic documents into the internal Laserfiche database. For the purpose of this Agreement, documents include, but are not limited to environmental reports, NORRs, NOVs, STL packages and any related correspondence received by mail, email, telephone call, and virtual or in-person meeting notes.

The Department will be responsible for reviewing enforcement documentation and correspondence to determine whether such documents or portions thereof are considered privileged or confidential or are otherwise exempt from disclosure under the North Carolina Public Records Act (“NCPRA”). The Department will redact or remove any privileged, confidential, or NCPRA-exempt information from enforcement documentation and will be responsible for uploading such documentation to the public-facing Laserfiche database.

The Department will retain control of all TF reviews on sites designated by the Department as being County-owned or where the County has been determined to be the responsible party.

County will review “low risk” sites as workload allows and prepare and initiate any needed or required actions as recommended by Department.

E. Enforcement

The County will prepare NOVs and Notices of Recommendations for Enforcement (“NOREs”). The County will acquire the necessary evidence for the initiation of administrative or legal action by the Department as outlined in the Department’s enforcement procedures. The package containing the evidence will be submitted to the Corrective Action Branch Head through the Winston-Salem Regional Supervisor for the assessment of penalties.

The Department will retain exclusive authority and responsibility for the assessment of administrative penalties or for instituting legal action for violation of State Statutes and regulations. The Department will provide the County with a copy of the Department’s enforcement procedures and will provide copies of any future changes.

F. Laboratory

The County shall receive support from the Department's contract laboratory, which is certified to perform water quality analyses in the State of North Carolina.

F: Staffing

The County will provide adequate qualified employees to perform the Work under this Agreement. All employees performing Work under this Agreement will have a bachelor's degree in geology, geoscience, environmental science, physical science, engineering or a related field from an accredited college or university, or an equivalent combination of education and experience.

The County shall certify that all employees engaged in intrusive field activities at a site have completed all OSHA-required health and safety training for hazardous and petroleum waste sites.