



STATE OF MISSISSIPPI

PHIL BRYANT

GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARY C. RIKARD, EXECUTIVE DIRECTOR

February 22, 2018

Mr. Victor Gray-Lewis
City of Vicksburg
P. O. Box 150
Vicksburg, MS 39181

Re: Agreement between City of Vicksburg and Mississippi Commission on Environmental
Quality
Kuhn Memorial Hospital Brownfield Agreement Site
Vicksburg, Warren County, Mississippi

Dear Mr. Grey-Lewis,

The enclosed agreement is proposed in response to a request by the City of Vicksburg to participate in the Brownfields Voluntary Cleanup and Redevelopment Program ("Brownfields Program") created by Miss. Code Ann. §49-35-1. The Mississippi Department of Environmental Quality (MDEQ) accepts the entry of the referenced site into the Brownfields Voluntary Cleanup and Redevelopment Program upon its receipt of the Agreed Order, executed by the appropriated authorized individual. Please have both copies signed and return to my attention. An original will be returned to you once signed and executed by MDEQ. If you need further assistance, please call me at (601) 961-5731.

Sincerely,

A handwritten signature in blue ink that reads "William McKercher".

William McKercher, P.E.
Brownfields Program Coordinator

cc: Trey Hess, P.E. – PPM Consultants, Inc.

Enclosure

OFFICE OF POLLUTION CONTROL

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AN EQUAL OPPORTUNITY EMPLOYER

**BEFORE THE MISSISSIPPI COMMISSION
ON ENVIRONMENTAL QUALITY**

In Re: City of Vicksburg
819 South Street
Vicksburg, Mississippi 39180

Order No. _____

Agreed Order

Come now, the Mississippi Commission on Environmental Quality ("MCEQ") and the City of Vicksburg, and enter into an agreement pursuant to the Brownfields Voluntary Cleanup and Redevelopment Program ("Brownfields Program"), in accordance with Miss. Code Ann. § 49-35-1, et. seq., as follows:

1. The City of Vicksburg has an interest in the Kuhn Memorial Hospital, referred to as the proposed Kuhn Memorial Hospital Brownfield Agreement Site ("Site") located at 1422 Martin Luther King Jr. Blvd in Vicksburg, Mississippi. The Site is a Brownfield Property as defined in Miss. Code Ann. § 49-35-1(2). The City of Vicksburg has submitted an application for this Site to participate in the Brownfields Program.
2. The Mississippi Department of Environmental Quality ("MDEQ") has determined that the application contains all the required sections and that this Agreed Order which establishes a written schedule, as required by Section 49-35-7(2) of the Brownfields Voluntary Cleanup and Redevelopment Act Mississippi Code Sections 49-35-1 through 49-35-27, is appropriate at this time.

SCHEDULE FOR MDEQ TECHNICAL REVIEW

3. MDEQ will complete a Technical Review of the application within 30 days of the issuance of this Agreed Order and either send to the City of Vicksburg, (1) a Notice of Deficiency (NOD) letter citing the specific items and/or areas of deficiency in the application, or (2) an approval letter.

PROPERTY ACCESS

4. The City of Vicksburg will obtain on behalf of MDEQ access to the Site to be evaluated pursuant to this Agreed Order, whether the site to be evaluated is owned

and/or operated by the City of Vicksburg or by a third party. If the site to be evaluated, is owned or operated by a third party, the City of Vicksburg will provide to MDEQ within ten days of the execution of this Agreed Order, a copy of a document assuring MDEQ site access for the remainder of MDEQ's involvement with this Site.

5. Should contamination impact other properties, the City of Vicksburg will obtain on behalf of MDEQ access to the other impacted properties pursuant to this Agreed Order, whether the other impacted properties are owned and/or operated by the City of Vicksburg or by a third party. If the other impacted properties are owned or operated by a third party, the City of Vicksburg will provide to MDEQ within ten days of the execution of this Agreed Order, copies of documents assuring MDEQ access to the other impacted properties for the remainder of MDEQ's involvement with this Site.

PAYMENT TERMS AND CONDITIONS

6. The City of Vicksburg agrees to the terms and conditions of participation in the Brownfields Program as described below. These terms and conditions are in addition to the terms and conditions agreed to in the Mississippi Brownfields Voluntary Cleanup and Redevelopment Act Application.

- a. The City of Vicksburg will pay all reasonable and necessary costs of MDEQ's actions associated with MDEQ's administration and evaluation of the Site. MDEQ will invoice the City of Vicksburg monthly.
- b. For at least the first twelve months in which this Agreed Order is effective, these costs will be calculated at the rate of \$100.00 per hour for each hour of MDEQ staff and/or contractor time spent reviewing, assessing, investigating, reporting on, taking administrative action in regard to, analyzing or studying the Site or the information and plans regarding the Site submitted by the City of Vicksburg, including MDEQ's actual costs (above and beyond staff/contractor time) for obtaining and analyzing split samples and additional samples deemed necessary by MDEQ. Analytical costs will be charged as shown on the relevant schedule of analytical costs in Section 10 of this Agreed Order.

- c. MDEQ reserves the right to make reasonable increases or decreases in the per hour and analytical cost schedule at any time after the first twelve months in which this Agreed Order is effective. In case of such an increase or decrease, MDEQ will notify the City of Vicksburg in writing of the new cost schedule, and the new cost schedule will become effective forty-five days after the date of the written notice to the City of Vicksburg. If the City of Vicksburg decides to discontinue its participation in the Brownfields Program for the Site after a change by MDEQ in the per hour and analytical cost schedule, the City of Vicksburg may only terminate its participation in the Brownfields Program as is stated in paragraph 9 herein. MDEQ will send an invoice to the City of Vicksburg on a monthly basis stating the program costs assigned to the site that have not been paid prior to the date of invoice by the City of Vicksburg, the City of Vicksburg will pay that amount to MDEQ, within 30 days following the invoice date.

7. If any part of any amount invoiced to the City of Vicksburg by MDEQ under this agreement is not paid within thirty days after the due date (sixty days after the date of the invoice), a penalty of up to twenty-five percent (25%) of the amount due may be imposed by further order of the MCEQ and added thereto pursuant to Miss. Code Ann. § 49-35-25. If MDEQ is required to pursue legal action to collect fees incurred, reasonable attorneys' fees and costs may be assessed against the nonpaying party. MDEQ will immediately cease the processing of the application or administration of the Brownfield Agreement, if the City of Vicksburg fails to pay any required costs or penalties imposed.

8. MDEQ may suspend immediately any activities or actions related to the administration or evaluation of the Site if the City of Vicksburg fails to meet any condition or requirement of or violates any of the following:

- a. This agreed order or any other order of the MCEQ pertaining to the Site;
- b. Miss. Code Ann. § 49-35-1;
- c. Miss. Code Ann. § 49-35-15;
- d. any rule or regulation promulgated by the MCEQ; or

e. any permit issued by the Mississippi Environmental Quality Permit Board.

9. Prior to execution of the Brownfield Agreement, either the City of Vicksburg or MDEQ may terminate this agreement upon thirty days prior written notice to the other party. The effective date of the termination will be the thirtieth day after receipt by either party of a written notification of termination. Within thirty days of the effective date of termination, MDEQ will deliver to the City of Vicksburg an invoice for all work accomplished prior to the effective date of termination for which the City of Vicksburg previously has not remitted payment. the City of Vicksburg will pay the invoice amount to MDEQ, within 30 days following the invoice date. As of the effective date of termination, MDEQ will cease the review information pertaining to the Site, and MDEQ thereafter will determine whether and when to resume review of Site information within the normal time frame of the MDEQ uncontrolled sites program.

10. Schedule of Analytical Costs

Analytical Parameters	Price per Sample
Heavy Metals – Full Scan	\$ 350
Heavy Metals – Individual	\$ 40
Volatile Organic Compounds	\$ 225
BTEX	\$ 60
Semi-Volatile Organic Compounds	\$ 450
PAHs	\$ 150
Pesticides	\$ 275
Herbicides	\$ 275
Dioxins	\$ 1000
PCBs	\$ 125
TCLP Metals	\$ 260
TCLP VOCs	\$ 175
TCLP SVOCs	\$ 340
TCLP Pesticides	\$ 140
TCLP Herbicides	\$ 150
TPH-GRO	\$ 90
TPH-DRO	\$ 125
COMPOUNDS - NOT LISTED	**

** For those compounds that are not listed, the price will be negotiated on a site-specific basis.

SO AGREED AND ORDERED, this the _____ day of _____, 2018.

Gary C. Rikard
Executive Director
Mississippi Commission on
Environmental Quality

AGREED, this the _____ day of _____, 2018.

BY: _____

TITLE: Mayor, City of Vicksburg

STATE OF MISSISSIPPI

WARREN COUNTY

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named George Flaggs, Jr. who first being duly sworn, did state upon his oath and acknowledge to me that he is the Mayor of the City of Vicksburg and is authorized to sign this Agreement and to enter this Agreement on behalf of the City of Vicksburg.

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MDEQ FORM 4060003