

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
October 9, 2020**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, October 9, 2020 at 8:30 a.m. in Room Pisgah A at the Hilton Hotel Biltmore Park, 43 Town Square Blvd., Asheville, NC 28803.

MEMBERS PRESENT: Matthew C. Burrell, Chair; Brad Galbraith, Vice-Chair; George H. Erwin, Jr.; Carl H. Ricker, Jr.; Thomas M. Apodaca; Susan Russo Klein; and Britt Lovin

MEMBERS ABSENT: None

STAFF AND LEGAL COUNSEL PRESENT IN PERSON: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director; Kevan Smith, Chief of Public Safety; Shane Stockman, IT Director; Jared Merrill, Airport Planning Manager; Michael Merideth, Systems Administrator; Lt. Kelly Smith, Public Safety; and Ellen Heywood, Clerk to the Board

STAFF PRESENT VIA VIDEO: Tina Kinsey, Director of Marketing and Public Relations; Janet Burnette, Director of Finance and Accounting; John Coon, Director of Operations and Maintenance; Lisa Jump, Director of Administration and Human Resources; and Christina Madsen, Properties and Contracts Manager

ALSO PRESENT IN PERSON: Chuck McGrady, NCDOT; David King, Gresham Smith; Brad Sucher, Gresham Smith

ALSO PRESENT VIA TELEPHONE: John Kasuda, Siemens; Jeff Kirby, Parrish & Partners; Jon McCalmont, Parrish & Partners; James Moose, Avcon; Jason Sandford, Ashvegas; Nick Loder, RS&H

CALL TO ORDER: The Chair called the meeting to order at 8:30 a.m. The Chair thanked Biltmore Farms for their help in coordinating the meeting and for the use of the meeting room.

EMPLOYEE RECOGNITION: The Director asked for a moment to recognize Lt. Kelly Smith of the Public Safety Department. Lt. Smith is the third member of Public Safety to complete the Western North Carolina Law Enforcement Leadership Academy. Chief Kevan Smith described the course requirements and the commitment necessary to complete the program. The Board congratulated Lt. Smith for this significant achievement.

WELCOME AND SWEARING IN OF NEW BOARD MEMBER: The Chair welcomed Susan Russo Klein to the Board. Ms. Russo Klein was sworn in by the Clerk to the Board.

CHUCK MCGRADY VISIT: Chuck McGrady appeared before the Board to thank the Board and staff for support while he was a state representative. Mr. McGrady stated that he had accepted a position on the Board of the NCDOT. Mr. McGrady spoke of the importance of building relationships with legislators and urged the Board and staff to continue with this practice. The Board thanked Mr. McGrady for his assistance with the issue with Duke Energy and the Department of Environmental Quality as well as other matters over the years and wished him well in his new position.

PRESENTATIONS:

A. Terminal Expansion Project Update: The Director introduced Brad Sucher with Gresham Smith, the architecture firm contracted for the design of the expanded terminal building. Mr. Sucher reviewed the approach used to arrive at the spirit that makes up the region and gave examples of how that will be brought into the design of the terminal building. Passenger statistical information was shared as well as descriptors for the design reached by the Gresham Smith team following meetings held with staff, some of the Board members, tenants, and members of the community. Preliminary renderings and concepts were shown to the Board. Following the presentation, a discussion took place that included growth predictions, the use of a concession consultant, the location of the central energy plant, the use of materials for the exterior of the building, the security checkpoint, and the assistance that a construction manager at risk will provide on this project. The Board thanked Mr. Sucher for his presentation.

FINANCIAL REPORT: A review of enplanements, aircraft operations, and general aviation activity for the month of August was provided by the Director. The Director also highlighted some statistics from a few of the ten largest airports in the world. Janet Burnette reported on the financial activity for the month of August. The Director also advised the Board that the airport had four years to draw down the funding from the CARES Act.

CONSENT ITEMS: The Chair stated that Consent Items C, D, E, F and G would be pulled for review in Closed Session.

A. Approve the Greater Asheville Regional Airport Authority August 14, 2020 Regular Meeting Minutes: Mr. Erwin moved to approve the Greater Asheville Regional Airport Authority August 14, 2020 Regular Meeting minutes. Mr. Galbraith seconded the motion and it carried unanimously.

OLD BUSINESS:

A. Update on Short-Term Funding: Janet Burnette reported that staff met with the Local Government Commission (LGC) a few weeks ago to inquire about obtaining short-term funding should a development opportunity present itself to the Authority. Staff learned about the two short-term funding options available to the airport, however, staff is not able to move forward with either option at the present time.

B. Duke Energy Progress, LLC and North Carolina Department of Environmental Quality Settlement Agreement: The Chair requested an update on the issues with Duke Energy Progress, LLC (Duke) and the NC Department of Environmental Quality (DEQ). Cindy Rice reminded the Board that negotiations have been taking place with the DEQ and Duke with regard to the notices of violation issued by DEQ with respect to Area 1 of the coal ash fill project, and also to reach a long-term agreement with respect to ongoing responsibility for coal ash monitoring and maintenance given that Duke's permit was expiring. The other piece tied to the violation notice was negotiating with Duke and DEQ regarding the addition of a cap to Area 1. Ms. Rice reminded the Board that the Executive Director was given the authority to resolve the matter and with the assistance of environmental legal counsel and many other parties, a settlement agreement was reached and executed. Ms. Rice stated that the agreement does resolve the notices of violation from the DEQ and it is very much in line with the prior draft agreement the Board has seen. The key points of the agreement include: Duke's obligation to install an engineered cap on Area 1 at their expense; defines the future responsibilities of the Authority, DEQ and Duke with respect to Area 1, Area 3 and Area 4; the Authority will have the ability to review Duke's plans and that any plans that will be put in place take into account the Authority's need for possible future development of Area 1. Duke and DEQ will not need to approve any future development in Area 1 and some standards were put in place for the process to notify Duke and DEQ of potential development. Ms. Rice advised the Board that the one piece the Authority had to agree on was that the Authority will have to name Duke as an additional insured on the Authority's insurance coverage and the policy must be kept for a period of 30 years.

Ms. Rice stated that because the Board had asked that Duke not be named an additional insured on the Authority's insurance coverage, the Board is being asked to ratify approval of the settlement agreement and a copy of the settlement agreement will be attached to the official minutes of the meeting.

Mr. Apodaca moved to ratify approval of the Settlement Agreement between Duke Energy Progress, LLC, the Greater Asheville Regional Airport Authority, and the North Carolina Department of Environmental Quality. Mr. Ricker seconded the motion and it carried unanimously.

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement (this “Agreement”) are Duke Energy Progress, LLC (“DEP”), the Greater Asheville Regional Airport Authority (“GARAA”), and the North Carolina Department of Environmental Quality (“DEQ”) (individually “a Party” and collectively “the Parties”). This Agreement shall be effective as of October 2, 2020.

1. WHEREAS on September 2, 2015, the North Carolina Department of the Environment and Natural Resources, the predecessor to DEQ, issued Permit No. WQ0000020, attached as **Exhibit A**, in connection with three structural fills located at the Asheville Airport. The structural fills are known as “Area 1,” “Area 3,” and “Area 4.”
2. WHEREAS, on February 29, 2016, DEP and GARAA entered into an agreement (“Access Agreement”) regarding the structural fills.
3. WHEREAS DEQ’s Division of Water Resources issued a Notice of Violation dated November 17, 2017 (“November 2017 NOV”) to DEP and the continuing Notice of Violation dated April 11, 2018 (“April 2018 NOV”) to DEP and GARAA (collectively “NOVs”) for discharge from the Area 1 structural fill.
4. WHEREAS, the Parties entered into a term sheet dated September 18, 2020 (“Term Sheet”) reflecting their intent to resolve certain disputed issues between and among them, including the NOVs. This Agreement is the “Definitive Agreement” contemplated in the Term Sheet and reflects the terms agreed upon therein.

Obligations of Duke Energy Progress (DEP)

5. Engineered Cap. DEP shall install an engineered cap on Area 1 according to a design reviewed and approved by DEQ, subject to any modifications necessary to ensure the

abatement of the violations listed in the NOVs. On the top surface of Area 1, the engineered cap shall provide a minimum of three feet of soil cover and for an appropriate tie-in to the stormwater improvements completed by GARAA in or around December 2019.

6. Construction of the Cap. DEP shall commence substantial construction of the engineered cap within 90 days of the latter of (a) execution of this Agreement, (b) approval of the cap design by DEQ, or (c) the issuance of all necessary permits by applicable regulatory authorities. For the purposes of this Agreement “commencement of substantial construction” includes, but is not limited to, the occurrence of any one or more of the following: issuance of construction contracts, mobilization of equipment on-site, and construction activities, including installation of sedimentation and erosion control structures.
7. Closure of Area 1. DEP shall notify GARAA and DEQ upon completion of all closure requirements in Area 1 and submit certification of completion sealed by a professional engineer with as-built drawings to both GARAA and DEQ. Upon DEQ’s determination that all closure requirements have been met, DEQ shall issue a certificate of closure with copies provided to each of DEP and GARAA. Upon issuance of the certificate of closure for Area 1, closure shall be complete, and, with respect to Area 1, DEP shall commence water quality monitoring in accordance with Paragraphs 8 through 13 hereof, and GARAA shall commence post-closure care in accordance with Paragraphs 18a, 19, and 23 hereof.
8. Performance Monitoring Protocol. Within ninety (90) days of execution of this Agreement, DEP shall, propose a testing protocol, including proposed testing

locations, for DEQ approval to determine whether discharge is occurring from Area 1 (“Performance Monitoring Protocol”). At a minimum, the Performance Monitoring Protocol shall propose surface water testing for the first 5 years following installation of the cap (“Performance Monitoring Period”) with quarterly testing for at least the first 3 years of the Performance Monitoring Period. At least one out of every four tests must be conducted using the criteria for hardness-dependent freshwater metals outlined in 15A NCAC 02B .0211(11). The approved testing protocol will be conducted at DEP’s expense.

- a. Frequency of Sampling. If, during the Performance Monitoring Period, DEP demonstrates to DEQ that discharges from Area 1 are not occurring for 2 consecutive years, (i) DEP may move to semi-annual surface water testing of SW2-A1 (background location of 60-inch RCP corridor) and SW9-A1 (downgradient location at 15-inch RCP discharge), and SW3-A1 (furthest downstream sampling point on GARAA property) and (ii) cease surface water testing at all other locations established in the Performance Monitoring Protocol, provided that DEP shall resume quarterly sampling at the locations approved in the Performance Monitoring Protocol if DEQ subsequently determines that a discharge is occurring.
- b. Extension of Performance Monitoring Period. If DEQ determines that discharge from Area 1 occurs during the final 2 years of the Performance Monitoring Period (*i.e.*, the initial 5-year testing period), DEQ may require that DEP extend quarterly testing conducted pursuant to this Paragraph 8 beyond the initial 5-year period. DEQ may require that this quarterly testing continue until this testing

shows that no surface water discharge is occurring for a period of 2 consecutive years.

9. Additional Measures. If, at any time after 3 years of testing has been completed under the Performance Monitoring Protocol, DEQ determines that discharges are occurring from Area 1, DEQ shall so notify DEP, and DEP shall propose additional measures for DEQ approval to address such discharges. Upon DEQ approval, DEP shall implement those additional measures.
10. Post-Closure Water Quality Monitoring Plan. Within 90 days of execution of this Agreement, DEP shall, at DEP's expense, submit for DEQ approval a post-closure monitoring plan proposing semi-annual groundwater and quarterly surface water monitoring, notification, and reporting for Areas 1, 3, and 4.
11. Post-Closure Water Quality Monitoring Period. DEP shall, at DEP's expense, conduct post-closure water quality monitoring and reporting for a thirty-year period unless DEQ determines that a shorter period is sufficient to protect public health, safety, and welfare; the environment; and natural resources.
12. Annual Monitoring Reports. DEP shall submit annual water quality monitoring reports within the first quarter of the year following the annual monitoring period to DEQ and GARAA, except that DEP will provide GARAA with a copy of any report indicating that action may be needed by GARAA within forty-eight (48) hours of the report's receipt by DEP.
13. Monitoring Permit. The requirements set forth in Paragraphs 8 through 12 hereof shall be memorialized in a permit issued by DEQ, a new application for which was submitted by DEP on September 15, 2020.

14. Financial Assurance. DEP will ensure that sufficient funds are available to satisfy any corrective action required by DEQ and any potential liability, if that corrective action by DEQ or potential liability results in costs in excess of the policy limits described in Paragraph 21 below, for Area 1 only. In the event that a sudden or non-sudden occurrence results in costs or liability in excess of the applicable policy limits (\$3.5 million per occurrence; \$15 million aggregate over the 10-year policy term) pursuant to this Paragraph 14 and Paragraph 21 below, DEP shall be liable for all such costs and liabilities in excess of the applicable policy limits for a period of no less than thirty (30) years. DEP's financial assurance obligations as described above shall not extend to occurrences to the extent that such occurrences arise out of or are related to the intentional or negligent acts of GARAA or any of its respective successors, assigns, agents, or contractors of any tier.

15. Revised Drawings. DEP previously provided to GARAA revised drawings incorporating a minimum of three feet of soil cover and the tie-in to the stormwater improvements completed by GARAA in or around December 2019 for GARAA's initial review. These same features will be included in the final drawing set upon DEP's receipt of DEQ's final required modifications to the Area 1 cap. At such time DEP submits this final drawing set to DEQ, DEP will contemporaneously provide GARAA with a copy of same. GARAA shall expeditiously review such drawings, and DEP shall consider GARAA's reasonable comments thereon, but GARAA shall not add any new obligations that will delay DEP's ability to commence substantial construction of the engineered cap as provided in Paragraph 6 hereof. Provided any changes requested by GARAA do not delay DEP's ability to commence substantial

construction of the engineered cap, DEP will consider such changes in good faith, but any such changes shall be at GARAA's sole cost and expense.

Obligations of the Greater Asheville Regional Airport Authority (GARAA)

16. Access. GARAA shall provide DEP and its contractors any access to the site necessary to complete the installation of the cap on Area 1 as well as any access reasonably necessary to comply with DEP's obligations to conduct groundwater and surface water monitoring pursuant to this Agreement. GARAA shall cooperate with, including granting necessary access to, DEP and its contractors to conduct a wetlands assessment in the Area 1 vicinity; provided, however, DEP and its consultants shall coordinate with GARAA personnel as to times and dates. GARAA shall provide DEQ access to the site for inspection of Area 1, Area 3, and Area 4.
17. Cooperation Regarding Permits. In its capacity as property owner, GARAA shall secure any permits, including an erosion and sediment control permit, required as a prerequisite to DEP's installation of the cap; provided, however, DEP shall assist in preparation of the permit applications for ultimate signature by GARAA, and DEP will pay any filing or other fees associated with the permit applications.
18. Operation and maintenance. Subject to the provisions of Paragraphs 9, 14, 21, and 22 herein, GARAA expressly accepts the obligation to, at GARAA's sole cost and expense, properly operate and maintain the structural fills covered by former Permit No. WQ0000020 so that (a) they are maintained in proper condition, (b) there is no discharge to waters of the State, (c) there is no contravention of groundwater or surface water standards, and (d) where applicable, cap integrity is maintained, as follows:

- a. Subject to Paragraph 9 above, upon issuance of the certificate of closure for Area 1, GARAA shall be solely responsible for proper operation and maintenance of the structural fill (Area 1), and for any corrective action that becomes necessary to ensure that (a) Area 1 is maintained in proper condition, (b) there is no discharge to waters of the State, (c) there is no contravention of groundwater or surface water standards, and (d) cap integrity is maintained.
- b. For Areas 3 and 4, GARAA is solely responsible for proper operation and maintenance of the structural fills (Areas 3 and 4), and for any corrective action that becomes necessary to ensure that (a) Areas 3 and 4 are maintained in proper condition, (b) there is no discharge to waters of the State, (c) there is no contravention of groundwater or surface water standards, and (d) cap integrity is maintained.
- c. DEP shall not be responsible for damage to the extent that the damage results from GARAA's improper or negligent maintenance of Area 1, including the cap installed thereon.
- d. DEP shall not be responsible for actions taken by GARAA, its successor or assigns or their respective agents or contractors of any tier to the extent those actions compromise the integrity of Area 1, including the cap thereon, resulting from development of the fill and modifications made to the cap to accommodate such development.
- e. Except for DEP's obligations under Paragraphs 10 through 13 hereof, DEP shall have no obligations or liability of any kind respecting Area 3 and Area 4.

19. Operation and Maintenance Plan. Within one hundred twenty (120) days of execution of this Agreement, or such longer period as may reasonably be required by GARAA, GARAA will prepare, with DEP's assistance, and submit for DEQ approval an Operation and Maintenance (O & M) Plan for properly operating and maintaining Area 1, Area 3, and Area 4, including ensuring cap integrity. The O & M Plan shall include maintenance schedules, safety measures, and a response plan in case of a spill, slough, discharge, or other event with the potential to result in a spill, slough, or discharge.
20. Future Development. GARAA shall keep DEQ and DEP apprised of any development within Area 1 that has the potential to alter the operation of the approved cap, and complete the development in accordance with the specifications provided in the attached **Exhibit B**. For the avoidance of doubt, the provisions of Paragraph 18(d) above will apply without regard to whether or not such notice of development is provided pursuant to this Paragraph 20.
21. Insurance. GARAA shall obtain pollution liability insurance coverage, naming DEP as an additional insured, with a per occurrence policy limit of at least \$3.5 million and an aggregate limit for the 10-year policy period of at least \$15 million for Area 1 to satisfy any corrective action required by DEQ and any potential liability with respect thereto. GARAA shall make a good faith effort to maintain such insurance for a period of no less than thirty years. For clarity, if liability and/or corrective action costs exceed the applicable policy limits as described above, DEP shall pay the cost in excess of those applicable amounts pursuant to Paragraph 14 above. In the event of a claim or occurrence that has the potential to trigger the insurance coverage

required under this Paragraph 21, GARAA shall promptly notify DEP upon receipt of such claims or at such time it has knowledge of such occurrence. DEP shall be copied on any notices GARAA makes to the insurer.

22. Expiration of Insurance Policy. No less than 150 days prior to expiration of any policy required under this Agreement, GARAA shall commence discussions with a broker to secure subsequent pollution liability insurance coverage for Area 1. If, after 60 days (*i.e.*, 90 days prior to expiration of the then in-force policy), GARAA is unable to secure insurance coverage that is substantially similar to the then in-force policy, and consistent with the obligations and limits set forth in Paragraph 21 hereof, GARAA shall notify DEP, and DEP shall assist GARAA with securing insurance coverage with substantially similar terms and conditions; provided, however, GARAA shall be solely responsible for payment of the premium thereon.
23. O&M Permit. Within one hundred fifty (150) days of execution of this Agreement, or such longer period as may reasonably be required by GARAA, GARAA shall submit a permit application incorporating the applicable terms of this Agreement.

Obligations of DEP and GARAA

24. Joint Responsibility for Area 1 until Closure. Subject to Paragraph 9 above, until the certificate of closure is issued for Area 1, DEP and GARAA shall be jointly and severally responsible for the proper operation and maintenance of Area 1 of the structural fill, and for any corrective action that becomes necessary to ensure that (a) Area 1 is maintained in proper condition, (b) there is no discharge to waters of the State, and (c) there is no contravention of groundwater or surface water standards.

Obligations and Representations of the Department of Environmental Quality (DEQ)

25. Expedited Cap Review. DEQ shall expeditiously review the engineered cap proposal submitted by DEP on March 6, 2020 and any updates to that proposal.
26. Closure of Area 1. DEQ agrees that once an approved cap design is installed to the satisfaction of DEQ such that the violations listed in the NOV's are being abated, Area 1 will be closed.
27. Closure of Area 3 and Area 4. DEQ agrees that Area 3 and Area 4, which have a base liner and geosynthetic cap, are currently closed.

General Terms

28. Binding Agreement. This Agreement shall apply to, and be binding on, the Parties and their respective agents, successors, and assigns, except that neither GARAA nor DEP shall voluntarily assign this Agreement and/or any rights, duties, obligations, and remedies with respect thereto, to the extent that any may exist, without DEP's or GARAA's, respectively and as applicable, prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, provided that GARAA shall give DEP and DEQ prompt notice upon learning of any actual or proposed assignment by the General Assembly of GARAA's rights and responsibilities hereunder. No third party shall be deemed a beneficiary of, or as having the right to enforce, this Agreement.
29. Superseding Agreement. This Agreement is the complete agreement between the Parties and hereby replaces and supersedes in entirety any other agreement or agreements, oral or written, that DEP or its predecessors may have with GARAA

with respect to the subject matter covered by this Agreement, including, without limitation, the Access Agreement.

30. Modification of this Agreement. This Agreement may not be modified, altered or changed except by written agreement of all Parties, specifically referring to this Agreement. Consent shall not be unreasonably withheld.
31. Counterpart Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
32. Authorization to Sign. The undersigned representatives of the Parties certify that they are fully authorized by the respective Parties whom they represent to enter into the terms and conditions of this Agreement and to legally bind such Parties to it.
33. Force Majeure. The Parties agree that it will not be a violation of this Agreement if that Party's performance of any of the obligations set forth herein is delayed by an extraordinary event that is beyond the control of that Party, or any entity controlled by that Party or their contractors, despite best efforts to fulfill the obligation. Such causes include, but are not limited to, war, civil unrest, acts of terrorists, epidemics or pandemics, or an act of God. The Party seeking to invoke this provision shall bear the burden of proving by a preponderance of the evidence the existence of such circumstances. Such circumstances shall not include the financial inability to complete the work, increased cost of performance, or changes in business or economic circumstances.
34. No Limitation on Administrative Process and Judgment. The Parties recognize that DEQ is a governmental agency with statutory rights or obligations and must abide by

all applicable procedural and substantive laws and regulations in the exercise of such authority during the implementation of this Agreement. No provision in this Agreement shall diminish, modify, or otherwise affect the statutory or regulatory authorities of DEQ. Similarly, the Parties recognize that GARAA is a government entity, created by statute, and must abide by those statutes in the exercise of its authority. Except as provided herein, no provision in this Agreement shall diminish, modify, or otherwise affect the statutory authorities of GARAA.

35. Governing Law. The Parties agree that this Agreement shall be governed under and controlled by the law of the state of North Carolina.
36. Joint Negotiation. This Agreement shall be considered for all purposes as prepared through the joint efforts of all Parties hereto and shall not be construed or interpreted more favorably or against any Party as the result of the preparation, submittal, drafting, or execution of this Agreement or the Term Sheet.
37. Severability. Should any term, covenant, condition, or provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, the (i) balance of this Agreement that is not so affected will remain in full force and effect and will stand as if such unenforceable term, covenant, condition, provisions, transfer, or modification did not exist, and (ii) each of DEP, GARAA, and DEQ will work together in good faith effort to revise any such term, covenant, condition, or provision so as to give effect as closely as possible to the original intention of the Parties.
38. Headings. The Paragraph headings of this Agreement are for the sake of reference and convenience only and will not have any interpretive value or be considered in the interpretation of this Agreement.

39. Notice. Whenever notice is required to be given or a document is required to be sent by one Party to another under the terms of this Agreement, it shall be provided to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Notice or submission by electronic mail is acceptable.

a. As to DEQ:

Sheila Holman
Assistant Secretary for the Environment
1601 Mail Service Center
Raleigh, NC 27699-1601
sheila.holman@ncdenr.gov

Cc: William F. Lane
General Counsel
1601 Mail Service Center
Raleigh, NC 27699-1601
Bill.Lane@ncdenr.gov

b. As to Duke Energy:

Paul Draovitch
Senior Vice President
Environmental Health & Safety and Project Management & Construction
526 South Church Street
Charlotte, NC 28202
Paul.Draovitch@duke-energy.com

c. As to GARAA:

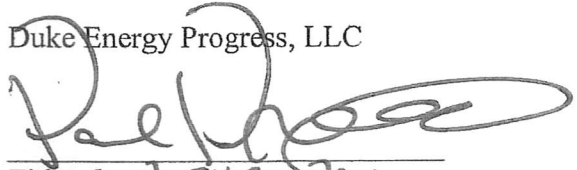
Lew Bleiweis
Executive Director
61 Terminal Drive, Suite 1
Fletcher NC 28732
lbleiweis@flyavl.com

Cc: Cindy M. Rice
Patla, Straus, Robinson & Moore, P.A.
29 N. Market Street, Suite 300
Asheville NC 28802
cmr@psrmlaw.com

[signatures on separate pages]

Accepted and Agreed:

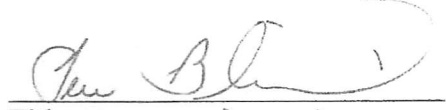
Duke Energy Progress, LLC



Title: SVP EHS & P&E

Date: 10/2/2020

Greater Asheville Regional Airport Authority



Title: EXECUTIVE DIRECTOR

Date: 10-2-2020

North Carolina Department of Environmental Quality

Title:

Date:

Accepted and Agreed:

Duke Energy Progress, LLC

Title:

Date:

Greater Asheville Regional Airport Authority

Title:

Date:

North Carolina Department of Environmental Quality



Title: Assistant Secretary for the Environment

Date: October 2, 2020



North Carolina Department of Environment and Natural Resources

Pat McCrory
Governor

Donald R. van der Vaart
Secretary

September 2, 2015

MR. HARRY K. SIDERIS – SVP, ENVIRONMENTAL, HEALTH & SAFETY
DUKE ENERGY
526 SOUTH CHURCH STREET, EC3XP
CHARLOTTE, NC 28202

Subject: Permit No. WQ0000020
Asheville Regional Airport
Coal Combustion Products
Structural Fill Projects
Buncombe County

Dear Mr. Sideris:

In accordance with your permit renewal request received August 7, 2014, we are forwarding herewith Permit No. WQ0000020 dated September 2, 2015, to Duke Energy Progress, Inc. for the continued operation and monitoring of the subject structural fill project.

This permit shall be effective from the date of issuance until August 31, 2020, shall void Permit No. WQ0000020 issued February 17, 2006, and shall be subject to the conditions and limitations as specified therein. Please pay particular attention to the groundwater monitoring requirements listed in Attachments C for they may differ from the previous permit issuance. Failure to establish an adequate system for collecting and maintaining the required operational information shall result in non-compliance problems.

Please note that on September 20, 2014, Senate Bill 729 – Coal Ash Management Act of 2014 became law (attached SL 2014-122). Accordingly, this act superseded the 02T requirements for structural fill, which would include use as a base or subbase under a paved road, parking lot, sidewalk, or similar structure; therefore, any future CCP structural fill projects must comply with this new law and all required permit application or documentation shall be submitted to the Division of Waste Management. However, the following activities are still deemed permitted under 15A NCAC 02T .1203:

- ◆ Use of CCPs as fuel for combustion in boilers, furnaces, etc. for energy recovery.
- ◆ Use of CCPs as material for manufacturing concrete products, asphalt products, brick products, lightweight aggregate roofing materials, insulation products, plastics, paints, bowling balls, cosmetics and other manufactured products in which the ash are encapsulated in the manufactured product.
- ◆ Use or disposal of CCPs in a solid waste facility permitted by the Division of Waste Management that is approved to receive the CCPs.


Non-Discharge Permitting Unit
1617 Mail Service Center, Raleigh, North Carolina 27699-1617
Phone: 919-807-6464 \ Internet: <http://portal.ncdenr.org/web/wq>

- ◆ Use of CCPs as material for traction control during snow and ice events, provided that the CCPs do not exceed the leachate concentrations of concern as stipulated in 15A NCAC 02T .1205(a).
- ◆ Use of CCPs as a substitute for blasting grit, roofing granules, and filter cloth precoat for residuals dewatering, provided that the CCPs do not exceed the leachate concentrations of concern as stipulated in 15A NCAC 02T .1205(a).
- ◆ Use of CCPs in flowable fill for backfill of trenches for potable water mains as approved by the Division of Environmental Health, sanitary sewers, storm drainage structures, and other trenching uses provided that the CCPs do not exceed the leachate concentrations of concern as stipulated in 15A NCAC 02T .1205(a).
- ◆ Use of CCPs as a raw product for the stabilization of residuals.
- ◆ Land application sites onto which CCPs are land applied, provided that the CCPs meet the pollutant limits as stipulated in 15A NCAC 02T .1205(a) and the land application activities meet all applicable conditions stipulated in 15A NCAC 02T .1108(b)(1) and 02T .1109(b)(1).

If any parts, requirements or limitations contained in this permit are unacceptable, the Permittee has the right to request an adjudicatory hearing upon written request within 30 days following receipt of this permit. This request shall be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings at 6714 Mail Service Center, Raleigh, NC 27699-6714. Unless such demands are made, this permit shall be final and binding.

If you need additional information concerning this matter, please contact Chonticha McDaniel at (919) 807-6337 or chonticha.mcdaniel@ncdenr.gov.

Sincerely,



S. Jay Zimmerman, P.G., Director

cc: Buncombe County Health Department
John Toepfer, P.E., Senior Environmental Specialist – Duke Energy Progress (Electronic Copy)
Asheville Regional Office, Water Quality Regional Operations Section (Electronic Copy)
Digital Permit Archive (Electronic Copy)
Central Files

NORTH CAROLINA
ENVIRONMENTAL MANAGEMENT COMMISSION
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
RALEIGH
COAL COMBUSTION PRODUCTS (CCP) STRUCTURAL FILL PERMIT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

Duke Energy Progress, Inc.
Buncombe County

FOR THE

continued operation and monitoring of a coal combustion products (CCPs) management for Duke Energy Progress, Inc. and consisting of the structural fill of CCP residuals generated from a wastewater treatment facility listed in Attachment A to the approved Asheville Regional Airport sites listed in Attachment B and regulated under 15A NCAC 02T .1200, with no discharge of wastes to surface waters, pursuant to the application received August 7, 2014, and in conformity with other supporting data subsequently filed and approved by the Department of Environment and Natural Resources and considered a part of this permit.

This permit shall be effective from the date of issuance until August 31, 2020, shall void Permit No. WQ0000020 issued February 17, 2006, and shall be subject to the following specified conditions and limitations:

I. SCHEDULES

1. No later than six months prior to the expiration of this permit, the Permittee shall request renewal of this permit in writing. Upon receipt of the request, the Division will review the adequacy of the facilities described therein, and if warranted, will renew the permit for such period of time and under such conditions and limitations as it may deem appropriate. Please note Rule 15A NCAC 02T .0105(d) requires an updated site map including sites approved for structural fill to be submitted with the permit renewal application. [15A NCAC 02T .0108(b)(2), 02T .105(d), 02T .0109]
2. Within 60 days of this permit issuance, the Permittee shall submit two copies of an 11X17-inch site map that includes the following information for each structural fill site listed under the Attachment B:
 - a. The location of major components of the waste disposal system.
 - b. The location and identity of each monitoring well.
 - c. The location of property boundaries.
 - d. The location of compliance and review boundaries.

The map and any supporting documentation shall be sent to the Division of Water Resources, Aquifer Protection Section, 1636 Mail Service Center, Raleigh, NC 27699-1636

[15A NCAC 02T .0108(b)(2), 02C .0105(f)]

- The permittee shall submit the Operation and Maintenance (O&M) plan as required in Condition III.2. to the Division within 60 days of this permit issuance. [15A NCAC 02T .0108(b)(2)]

II. PERFORMANCE STANDARDS

- The subject CCP structural fill facilities shall be effectively maintained and operated at all times so there is no discharge to surface waters, nor any contravention of groundwater or surface water standards. In the event the facilities fail to perform satisfactorily, including the creation of nuisance conditions due to improper operation and maintenance, the Permittee shall contact the Asheville regional office supervisor, and take any immediate corrective actions. [G.S. 143-215.1]
- This permit shall not relieve the Permittee of their responsibility for damages to groundwater or surface water resulting from the operation of the CCP structural fill facilities. [15A NCAC 02B .0200, 02L .0100]
- Only CCPs generated by the facility listed in Attachment A are approved for structural fill in accordance with this permit. [G.S. 143-215.1]
- Only the sites listed in Attachment B are approved for structural fill. [G.S. 143-215.1]
- Concentration of pollutant during the performance of a Toxicity Characteristic Leaching Procedure (TCLP) of the CCP used at the structural fill sites shall not exceed the following limits:

Parameter	Leachate Concentration of Concern (milligrams per liter)
Arsenic	5.0
Barium	100.0
Cadmium	1.0
Chromium	5.0
Lead	5.0
Mercury	0.2
Selenium	1.0
Silver	5.0

[15A NCAC 02T .1205(a)]

- Pollutant concentrations in CCP used at the structural fill sites shall not exceed the following **Ceiling Concentrations** or **Monthly Average Concentrations** (i.e., dry weight basis):

Parameter	Ceiling Concentration (milligrams per kilogram)	Monthly Average Concentration (milligrams per kilogram)
Arsenic	75	41
Cadmium	85	39
Copper	4,300	1,500
Lead	840	300
Mercury	57	17
Molybdenum	75	75
Nickel	420	420
Selenium	100	100
Zinc	7,500	2,800

[15A NCAC 02T .1205(b) and (c)]

7. The compliance boundary for all structural fill sites listed in Attachment B shall be specified in accordance with 15A NCAC 02L .0107(b). These sites were individually permitted on or after December 30, 1983; therefore, the compliance boundary is established at either 250 feet from the CCP fill area boundary, or 50 feet within the property boundary, whichever is closest to the CCP fill area boundary. An exceedance of groundwater standards at or beyond the compliance boundary is subject to remediation action according to 15A NCAC 02L .0106(d)(2) as well as enforcement actions in accordance with North Carolina General Statute 143-215.6A through 143-215.6C. Any approved relocation of the COMPLIANCE BOUNDARY will be noted in Attachment B. [15A NCAC 02L .0107(a)]
8. In accordance with 15A NCAC 02L .0108, the review boundary for all structural fill sites listed in Attachment B shall be established midway between the compliance boundary and the CCP fill area boundary . Any exceedance of groundwater standards at the review boundary shall require action in accordance with 15A NCAC 02L .0106. [15A NCAC 02L .0108]
7. All wells constructed for purposes of groundwater monitoring shall be constructed in accordance with 15A NCAC 02C .0108 (Standards of Construction for Wells Other than Water Supply), and any other jurisdictional laws and regulations pertaining to well construction. [15A NCAC 02C .0108]
8. Except as provided for in 15A NCAC 02L .0107(g), the Permittee shall ensure any landowner who is not the Permittee and owns land within the compliance boundary shall execute and file with the appropriate County Register of Deeds an easement running with the land containing the following items:
 - a) A notice of the permit and number or other description as allowed in 15A NCAC 02L .0107(f)(1);
 - b) Prohibits construction and operation of water supply wells within the compliance boundary; and
 - c) Reserves the right of the Permittee and the State to enter the property within the compliance boundary for purposes related to the permit.

The Director may terminate the easement when its purpose has been fulfilled or is no longer needed.
[15A NCAC 02L .0107(f)]

III. OPERATION AND MAINTENANCE REQUIREMENTS

1. The CCP structural fill facilities shall be properly maintained and operated at all times. The program shall be effectively maintained and operated as a non-discharge system to prevent any contravention of surface water or groundwater standards. [15A NCAC 02T .1207]
2. The Permittee shall maintain an Operation and Maintenance Plan (O&M Plan) pursuant to 15A NCAC 02T .1208. The O&M Plan, at the minimum, shall include:
 - a) Operational functions
 - b) Maintenance schedules
 - c) Safety measures
 - d) Spill response plan
 - e) Sampling and monitoring plan

[15A NCAC 02T .1208]

3. For the storage areas of CCPs and sites where CCPs are used for structural fill and bedding, where the bedding is applied at a depth greater than 2 feet underneath the structure, the following minimum setbacks (i.e., in feet) shall be adhered to:
 - a. Private or public water supply sources: 100 feet
 - b. Surface waters (streams – intermittent and perennial, lakes, perennial water bodies, and wetlands): 50 feet
 - c. Wells with exception to monitoring wells: 100 feet
 - d. Seasonal high water table: 2 feet

All distances are horizontal distances except for the distance from a seasonal high water table which is measured as a vertical distance.

[15A NCAC 02T .1206]

IV. MONITORING AND REPORTING REQUIREMENTS

1. Any Division required monitoring (including groundwater, plant tissue, soil, slope structural integrity, cap maintenance, permanent cap completion, leachate collection, surface water analyses, etc.) necessary to ensure groundwater and surface water protection shall be established, and an acceptable sample reporting schedule shall be followed. Monitoring requirements for permitted structural fill sites can be found in attachment C. [15A NCAC 02T .0108(c)]
2. CCPs shall be analyzed for toxicity characteristic leaching procedure (TCLP) at the frequency specified in Attachment A, and the Permittee shall maintain these results for a minimum of five years. Any exceptions from the requirements in this condition shall be specified in Attachment A. The TCLP analysis shall include the following parameters:

Arsenic (5.0)	Chromium (5.0)	Selenium (1.0)
Barium (100.0)	Lead (5.0)	Silver (5.0)
Cadmium (1.0)	Mercury (0.2)	

[15A NCAC 02T .1205(a)]

3. An analysis shall be conducted on CCP from each source generating facility at the frequency specified in Attachment A, and the Permittee shall maintain the results for a minimum of five years. The analysis shall include the following parameters:

Arsenic	Lead	Nickel
Cadmium	Mercury	Selenium
Copper	Molybdenum	Zinc

[15A NCAC 02T .1205(b)]

4. Laboratory parameter analyses shall be performed on the CCP as they are distributed, and shall be in accordance with the monitoring requirements in 15A NCAC 02B .0505. [15A NCAC 02B .0505, 02T .0105(m)]

5. The Permittee shall maintain records tracking all CCP distribution activities. At a minimum, these records shall include the following:
 - a. Source of CCP;
 - b. Receiver of CCP.
 - c. Intended use of CCP; and
 - d. Date and Volume of CCP distributed.

[15A NCAC 02T .0109(a)]

6. The Permittee shall maintain records of monitoring results to demonstrate compliance with specific requirements as stipulated under 15A NCAC 02T .1203 for CCP distributed for deemed permitted activities.
7. Three copies of an annual report shall be submitted on or before March 1st. The annual report shall include summary of sampling, analytical results, and record keeping as required in Conditions IV.1 through IV.6. The annual report shall be submitted to the following address:

Division of Water Resources
Information Processing Unit
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

[15A NCAC 02T .1111(a)]

8. Any emergency requiring immediate reporting (e.g., discharges to surface waters, imminent failure of a storage structure, etc.) outside normal business hours shall be reported to the Division's Emergency Response personnel at telephone number (800) 662-7956, (800) 858-0368, or (919) 733-3300. Persons reporting such occurrences by telephone shall also file a written report in letter form within five days following first knowledge of the occurrence. This report shall outline the actions taken or proposed to be taken to ensure that the problem does not recur. [15A NCAC 02T .0105(l), 02T .0108(b)(1)]
9. Monitoring wells at each structural fill site listed under Attachment B shall be sampled at the frequencies and for the parameters specified in Attachment C. All mapping, well construction forms, well abandonment forms and monitoring data shall refer to the permit number and the well nomenclature as provided in Attachment B. [15A NCAC 02T .0105(m)]
10. For initial sampling of monitoring wells, the Permittee shall submit a Compliance Monitoring Form (GW-59CCR) and a Well Construction Record Form (GW-1) listing this permit number and the appropriate monitoring well identification number. Initial Compliance Monitoring Forms (GW-59CCR) without copies of the Well Construction Record Forms (GW-1) are deemed incomplete, and may be returned to the Permittee without being processed. [15A NCAC 02T .0105(m)]
11. Two copies of the monitoring well sampling and analysis results shall be submitted on a Compliance Monitoring Form (GW-59CCR), along with attached copies of laboratory analyses, on or before the last working day of the month following the sampling month. The Compliance Monitoring Form (GW-59CCR) shall include this permit number and the appropriate well identification number. All information shall be submitted to the following address:

Division of Water Resources
Information Processing Unit
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

[15A NCAC 02T .0105(m)]

12. Noncompliance and Incident Notification

The Permittee shall report by telephone to the Asheville Regional Office, as soon as possible, but in no case more than 24 hours or on the next working day following the occurrence or first knowledge of the occurrence of any of the following:

- a. Any failure of the CCP structural fill facilities resulting in a release of material to surface waters.
- b. Any time self-monitoring indicates the facility has gone out of compliance with its permit limitations.
- c. Any spill or discharge from a vehicle or piping system during residuals transportation.
- d. Any groundwater standard violation detected at a compliance boundary.
- e. Any incident involving breach of the liner system, excavations within 3 feet of the liner system, severe erosion, slope failure, changes in leachate quantity or quality, and damage to groundwater monitoring wells.

[15A NCAC 02T .0105(l), 02T .0108(b)(1)]

V. INSPECTIONS

1. The Permittee shall provide adequate inspection and maintenance to ensure proper operation of the subject structural fill facilities and shall be in accordance with the approved O&M Plan. Inspection and maintenance of approved structural fill sites shall include, but not be limited to, integrity of intermediary and permanent caps, structural integrity, erosion, liner systems, stormwater collection systems, condition of monitoring wells, etc. [15A NCAC 02T .0108(b)]
2. The post-closure inspection shall be conducted **quarterly** on all structural fill sites listed under Attachment B. The Permittee shall maintain an inspection log and report that include, at a minimum:
 - a. Date and time of inspection;
 - b. Name and title of person who conducted the inspection;
 - c. Observation results on structural integrity, erosion, liner systems, integrity of the cap system, stormwater collection systems, condition of monitoring wells, settlement, subsidence, seepage, and presence of woody vegetation;
 - d. Description and photo documentation of any pertinent issues such as a breach in the liner system, excavations within 3 feet of the liner system, erosion, development of depressions, slope movement, damage to monitoring wells, and groundwater seepage;
 - e. Any maintenance, repairs, or corrective actions taken;
 - f. An annual engineer's certification of the evaluation on the structural integrity and stability of the ash fill areas.

An annual inspection report containing items a. through f. shall be submitted to the Asheville Regional office on or before December 31st.

[15A NCAC 02T .0108(b)]

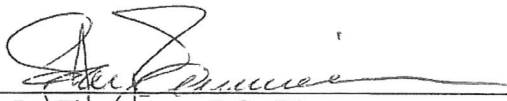
3. Any duly authorized Division representative may, upon presentation of credentials, enter and inspect any property, premises or place on or related to the structural fill sites permitted herein at any reasonable time for the purpose of determining compliance with this permit; may inspect or copy any records required to be maintained under the terms and conditions of this permit; and may collect groundwater, surface water or leachate samples. [G.S. 143-215.3(a)(2)]

VI. GENERAL CONDITIONS

1. Failure to comply with the conditions and limitations contained herein may subject the Permittee to an enforcement action by the Division in accordance with North Carolina General Statutes 143-215.6A to 143-215.6C. [G.S. 143-215.6A to 143-215.6C]
2. This permit shall become voidable if the CCP management are not carried out in accordance with the conditions of this permit. [15A NCAC 02T .0110]
3. This permit is effective only with respect to the nature and volume of CCP described in the permit application and other supporting documentation. [G.S. 143-215.1]
4. The issuance of this permit does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances, which may be imposed by other jurisdictional government agencies (e.g., local, state, and federal). Of particular concern to the Division are applicable river buffer rules in 15A NCAC 02B .0200; erosion and sedimentation control requirements in 15A NCAC Chapter 4 and under the Division's General Permit NCG010000; any requirements pertaining to wetlands under 15A NCAC 02B .0200 and 02H .0500; and documentation of compliance with Article 21 Part 6 of Chapter 143 of the General Statutes. [15A NCAC 02T .0105(c)(6)]
5. In the event the approved structural fill sites change ownership or the Permittee changes their name, a formal permit modification request shall be submitted to the Division. This request shall be made in writing, and shall include appropriate documentation from the parties involved and other supporting documentation as necessary. The Permittee of record shall remain fully responsible for maintaining and operating the structural fill sites permitted herein until a permit is issued to the new owner. [15A NCAC 02T .0104]
6. The Permittee shall maintain this permit until all permitted facilities herein are properly closed or permitted under another permit issued by the appropriate permitting authority pursuant to 15A NCAC 02T .0105(j). [15A NCAC 02T .0105(j)]
7. This permit is subject to revocation or unilateral modification upon 60 days notice from the Division Director, in whole or part for the requirements listed in 15A NCAC 02T .0110. [15A NCAC 02T .0110]
8. Unless the Division Director grants a variance, expansion of the permitted residuals program contained herein shall not be granted if the Permittee exemplifies any of the criteria in 15A NCAC 02T .0120(b). [15A NCAC 02T .0120]
9. The Permittee shall pay the annual fee within 30 days after being billed by the Division. Failure to pay the annual fee accordingly shall be cause for the Division to revoke this permit pursuant to 15A NCAC 02T .0105(e)(3). [15A NCAC 02T .0105(e)(3)]

Permit issued this the 2nd day of September 2015

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



S. Jay Zimmerman, P.G., Director
Division of Water Resources
By Authority of the Environmental Management Commission

Permit Number WQ0000020

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CCPs Source-Generating Facilities

Owner	Facility Name	County	Permit Number	Monitoring Frequency for Non-hazardous Characteristics ¹	Monitoring Frequency for Metals ²
Duke Energy Progress, Inc	Asheville Steam Electric Power Plant	Buncombe	NC0000396	Annually	Once Per Month

1. TCLP Analysis as stipulated under permit Condition IV.2 and will not be required once Area III is complete.
2. Testing of metals as stipulated under permit Condition IV.3 and will not be required once Area III is complete.

**ATTACHMENT A - Approved Residual Sources
Duke Energy Progress, Inc.**

**Certification Date: September 2, 2015
Permit Number: WQ0000020 Version: 3.0**

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ATTACHMENT B - Approved Structural Fill Sites
Duke Energy Progress, Inc.

Certification Date: September 2, 2015
Permit Number: WQ0000020 **Version: 3.0**

Site	Source-Generating Facility	Structural Fill Project	County	Total Distribution Amount (tons)	Recipient of the ash	Site Location		Groundwater and Surface Water Monitoring	Project Status
						Latitude	Longitude		
1	Asheville Steam Electric Power Plant (ponded ash) ^a	Area 1 - Asheville Regional Airport General Aviation Expansion, Asheville	Buncombe	732,408	Charah Inc./ Asheville Airport Authority	35.445561	-82.541978	MW1A - A1 MW2A - A1 MW4A - A1 MW5 - A1 SW1 - A1 ^e SW2 - A1 ^e	Completed ^c
2	Asheville Steam Electric Power Plant (ponded ash) ^a	Area 3 - Asheville Regional Airport General Aviation Expansion, Asheville	Buncombe	1,000,000 ^b	Charah Inc./ Asheville Airport Authority	35.443409	-82.547168	MW1 - A3 MW2 - A3 MW3 - A3 MW4 - A3 MW5 - A3 MW6 - A3	In progress ^{c, d}
3	Asheville Steam Electric Power Plant (ponded ash) ^a	Area 4 - Asheville Regional Airport General Aviation Expansion, Asheville	Buncombe	2,000,000 ^b	Charah Inc./ Asheville Airport Authority	35.428536	-82.541947	MW1A - A4 MW2 - A4 MW5 - A4 MW5D - A4 MW6 - A4 MW7 - A4 MW9 - A4	Completed ^c

^a This Structural fill facility was permitted under Section IV.1 of the previous permit dated February 17, 2006.

^b Estimated coal ash tonnage

^c Project status as of September 2, 2015

^d Please be advised that expansion to Area 3 site and Area 2 will require an individual permit from the Division of Waste Management in accordance with SL 2014-122.

^e Surface water sampling (piped stream that flows underneath the fill area) shall be conducted at the culvert's outfall (SW1 coordinates; 35.447233, -82.543005) and an upstream location (SW2) for the same frequency and parameters (excluding water level) as the groundwater monitoring in Attachment C.

In the event the site condition/utilization of any of the approved structural fill sites change (ex. development occurs atop the field, etc.), the Permittee shall provide a written notification to the Division. [G.S. 143-215.1]

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GROUNDWATER CHARACTERISTICS		MONITORING REQUIREMENTS		
PCS Code	Parameter Description	Frequency Measurement	Sample Type	Footnotes
00410	Alkalinity, Total (as CaCO ₃)	2 X year	Grab	
01105	Aluminum, Total (as Al)	2 X year	Grab	
01097	Antimony, Total (as Sb)	2 X year	Grab	
01002	Arsenic, Total (as As)	2 X year	Grab	
01007	Barium, Total (as Ba)	2 X year	Grab	
01012	Beryllium, Total (as Be)	2 X year	Grab	
00440	Bicarbonate Ion (as HCO ₃)	2 X year	Grab	
01022	Boron, Total (as B)	2 X year	Grab	
00445	Carbonate Ion (as CO ₃)	2 X year	Grab	
01027	Cadmium, Total (as Cd)	2 X year	Grab	
00916	Calcium, Total (as Ca)	2 X year	Grab	
00940	Chloride (as Cl)	2 X year	Grab	
01034	Chromium, Total (as Cr)	2 X year	Grab	
01037	Cobalt	2 X year	Grab	
01042	Copper, Total (as Cu)	2 X year	Grab	
00300	DO, Oxygen, Dissolved	2 X year	Grab	
01045	Iron, Total (as Fe)	2 X year	Grab	
01051	Lead, Total (as Pb)	2 X year	Grab	
00927	Magnesium, Total (as Mg)	2 X year	Grab	
01055	Manganese, Total (as Mn)	2 X year	Grab	
71900	Mercury, Total (as Hg)	2 X year	Grab	
01062	Molybdenum, Total (as Mo)	2 X year	Grab	
01067	Nickel, Total (as Ni)	2 X year	Grab	
46480	Oxidation Reduction Potential (ORP, Redox, Eh)	2 X year	Grab	

**ATTACHMENT C – Groundwater Monitoring and Limitations for all monitoring wells
Duke Energy Progress, Inc.**

Permit Number: WQ0000020 Version: 3.0

GROUNDWATER CHARACTERISTICS		MONITORING REQUIREMENTS		
PCS Code	Parameter Description	Frequency Measurement	Sample Type	Footnotes
00400	pH	2 X year	Grab	1
00937	Potassium, Total (as K)	2 X year	Grab	
01147	Selenium, Total (as Se)	2 X year	Grab	
00929	Sodium, Total (as Na)	2 X year	Grab	
70300	Solids, Total Dissolved- 180 Deg.C	2 X year	Grab	
00530	Solids, Total Suspended	2 X year	Grab	
00095	Specific Conductance	2 X year	Grab	
01082	Strontium, Total (as Sr)	2 X year	Grab	
00945	Sulfate, Total (as SO4)	2 X year	Grab	
01059	Thallium, Total (As Tl)	2 X year	Grab	
01087	Vanadium, Total (as V)	2 X year	Grab	
82546	Water level, distance from measuring point	2 X year	Calculated	1, 2
01092	Zinc, Total (as Zn)	2 X year	Grab	

1. The measurement of water levels shall be made prior to purging the wells. The depth to water in each well shall be measured from the surveyed point on the top of the casing. The measurement of pH shall be made after purging and prior to sampling for the remaining parameters.
2. The measuring points (top of well casing) of all monitoring wells shall be surveyed to provide the relative elevation of the measuring point for each monitoring well. The measuring points (top of casing) of all monitoring wells shall be surveyed relative to a common datum.

**Exhibit B to Settlement Agreement
Asheville Regional Airport
Area 1 CCP Structural Fill Project
Criteria for development**

These criteria for development are applicable to the Coal Combustion Products (“CCP”) structural fill project at the Asheville Regional Airport referred to as Area 1. The composite cap system proposed by DEP for Area 1 shall consist of a 40-mil thick linear-low density polyethylene (LLDPE) geomembrane cap liner overlain by a geocomposite drainage layer, a soil layer of at least 3 feet of soil, and vegetative cover. The proposed geomembrane cap system will not be bonded to the underlying geosynthetic clay liner (GCL).

1. At least 60 days prior to making any change in the use of Area 1, including but not limited to, residential, commercial, industrial, agricultural, or recreational use, the owner or operator shall submit its plan for the proposed change to the Department of Environmental Quality (“DEQ”) for review and approval. DEQ will approve any such change only if the owner or operator of Area 1 demonstrates to DEQ that the change will not (a) impair the performance of the composite cap system,¹ (b) threaten the structural integrity of Area 1, or (c) increase any potential threat to human health or the environment including but not limited to any threatened impacts to groundwater or surface water. GARAA may commence making the proposed change in use to Area 1 upon approval by DEQ. Approval under this paragraph will require the submittal of a post-construction statement certifying that the composite cap system has been inspected and its performance has not been impaired.
2. If the owner or operator of Area 1 plans to make any post-installation changes to the installed geomembrane cap liner, including exposure of the geomembrane cap liner and/or breach of the geomembrane cap liner, it shall submit its proposal to DEQ for review and approval. At a minimum, the proposal shall:
 - a. Be prepared by a Professional Engineer licensed to practice engineering in accordance with G.S. 89C. The professional design engineer must incorporate a statement certifying this fact and bearing his or her seal of registration;
 - b. Be submitted to DEQ for review and approval at least 90 days prior to the date scheduled for commencing construction. GARAA may commence making the proposed change in use to Area 1 upon approval by DEQ.
 - c. Include the following:
 - i. An engineering report with a summary of the proposed design that includes: a discussion of the analytical methods used to evaluate the design, definition of the critical conditions evaluated and assumptions made, a list of technical references used in the evaluation, a description of the materials and construction practices that conform to acceptable engineering practices, and drawings showing any proposed disturbance or modification of the cap system, and

¹ The composite cap system includes the geomembrane cap liner, geocomposite drainage layer, the soil cover, and the vegetative cover.

- ii. A construction quality assurance (CQA) plan that includes a description of all field observations, tests and equipment that will be used to ensure that the construction meets or exceeds all design criteria.
 - d. Identify any structure that will be added, removed or altered including any building foundation, subsurface utility (e.g., water, sewer, electricity), hangar, runway, road, parking lot, fences, or stormwater conveyance, and provide drawings showing the location of each structure including whether the owner intends to permanently construct or leave any structure below the geomembrane cap liner.
 - e. Demonstrate to DEQ that:
 - i. Subject to subparagraph 2.e.iii, any proposed disturbance of the geomembrane cap liner will not (a) impair the performance of the composite cap system, (b) threaten the structural integrity of Area 1, or (c) increase any potential threat to human health or the environment including but not limited to any threatened impacts to groundwater or surface water;
 - ii. Any breach of the geomembrane cap liner is unavoidable to complete the proposed project and will be permanently repaired in accordance with subparagraphs 2(c), 2(e)(i) and 3. Such a showing shall be supported by detailed engineering plans;
 - iii. Any exposed CCP fill will be stabilized and appropriate measures will be employed to limit stormwater infiltration during the period of construction;
 - iv. Proposed structures and construction/repair activities occurring directly above the geomembrane cap liner will not impair the performance of the composite cap system following completion of the proposed project;
 - v. Any modification to the geomembrane cap liner provides equal or better protection of the groundwater and surface water resources as the original geomembrane cap liner and does not impair the performance of the composite cap system;
 - vi. Any proposed changes to the CCP structural fill slopes continue to achieve a slope stability factor of 1.5 or greater; and
 - vii. Any proposed changes to the function and shape of the geomembrane cap liner, drainage layer, soil layer, and/or vegetative layer will maintain positive drainage away from the CCP structural fill.
 - f. For any removal of CCP fill, include detailed plans on material handling, storage, and disposal.
- 3. Upon completion of the proposed project, the owner will submit to DEQ a CQA report that contains the results of all the construction quality assurance and construction quality control testing including documentation of any failed test results, descriptions of procedures used to correct any improperly installed material, and results of all retesting performed. The CQA report must contain as-built drawings noting any deviation from the approved engineering plans and must also contain a comprehensive narrative including, but not limited to, daily reports from the project engineer, a series of color photographs of major project features, and documentation of proceedings of all progress and troubleshooting meetings. The report must

also certify that any modification to the geomembrane cap liner provides equal or better protection of the groundwater and surface water resources as the original geomembrane cap liner and does not impair the performance of the composite cap system. For changes made under Paragraph 2, this certification shall be prepared by a Professional Engineer licensed to practice engineering in accordance with G.S. 89C.

4. All forms, reports, maps, plans, and data submitted to DEQ must include an electronic (pdf) copy.

NEW BUSINESS:

A. Approve the Greater Asheville Regional Airport Authority Board 2021

Schedule: The Director remarked that the proposed scheduled for 2021 Board meetings was included in the agenda package. There were a few changes in the schedule from the normal second Friday of the month meeting schedule.

Mr. Erwin moved to approve the Greater Asheville Regional Airport Authority Board 2021 Schedule as presented by staff. Mr. Lovin seconded the motion and it carried unanimously.

B. Approve a Budget Amendment to Add an Additional Maintenance

Employee: John Coon informed the Board that under the rental car agreements, the Authority is obligated to take over the maintenance of the rental car facilities by January 1, 2021. The addition of a Maintenance Tech IV position is necessary for the Authority to meet these obligations. With a December hiring date, the cost for this position for the remainder of the fiscal year is anticipated to be \$49,901. Mr. Coon further stated that while the rental car companies will be responsible for 100% of the cost of the maintenance of the facilities through the collection of CFC's or direct billing, the following amendment to the Authority's FY20/21 budget will be necessary:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Operations Department	_____	\$49,901.00
Total	_____	\$49,901.00

This will result in a net increase of \$49,901.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Terminal	_____	\$49,901.00
Totals	_____	\$49,901.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 9th day of October 2020.

Matthew Burrell, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Lovin moved to approve the additional maintenance position and amend the FY2020/2021 Budget by adopting the budget ordinance amendment as presented by staff. Mr. Galbraith seconded the motion and it carried unanimously.

C. Approve the Relocation and Distribution for Handicap Parking in the Paid Parking Facilities at the Asheville Regional Airport and Eliminate Discounted Pricing:

John Coon reminded the Board that the Authority transitioned to credit card only in the paid parking facilities due to the COVID pandemic. Any payment issues are relayed to airport communications via the intercom system at each payment device at the exit plaza since all cashiers have been placed on furlough. Handicap spaces are located in the Hourly and Garage parking areas and the current rate is \$9.00 per day. This rate must be adjusted manually due to the bar scan technology used to calculate fees based on lot selection as well as date and time entering and exiting the parking facilities, and a refund is either sent by check or credit on their credit card. To eliminate the manual process, approximately 15 handicap spaces will need to be removed from the Hourly Lot and 21 handicap spaces added to the Daily Lot. The total count of handicap spaces will be 5 in Hourly, 21 in Daily, and 25 in the Garage.

Mr. Erwin moved to approve the relocation and distribution of Handicap Parking spaces and eliminate the discounted pricing in the paid parking facilities at the Asheville Regional Airport, and authorize the Executive Director to make the necessary changes. Mr. Lovin seconded the motion and it carried unanimously.

DIRECTOR'S REPORT: The Director advised the Board that he had a few additional items to include that were not on the agenda.

A. Sale of Snow Plow Equipment: With new equipment received this past spring, the Director stated that the 20+ year old equipment was put out for bid to other airports in the state. Two bids were received, and the Authority received \$90,000 for two pieces of the equipment sold.

B. FAA Grant Receipt and Acceptance: In September, the Authority received \$4.2 million and then \$5.6 million for a total of \$9.8 million in federal grants for the runway project.

C. Employee Recognition: The Director recognized Tina Kinsey for her work on air service development and the creation of a microsite on the airport's website for airline use during the COVID-19 pandemic. The Director received a letter from the Authority's air service consultant praising Ms. Kinsey's work and passing on the airlines' appreciation for the information included on the microsite.

D. Property Sold to State: The Director stated that the Authority recently received a check in the amount of \$880,000 from the NCDOT for the sale of property sold to the state for the diverging diamond/I26 construction project.

E. Security Checkpoint Equipment: Updated equipment was received for the security checkpoint that helps speed the process, and TSA also upgraded the baggage screening equipment behind the ticket counters.

F. Airport Property Plan: The Director reported that staff had a meeting with LandDesign for the land planning of airport property and were very impressed with the preliminary plans for potential development. More information will be brought to the Board in the near future.

G. ACI World Health Accreditation: ACI World has created a health accreditation process that is certified by the International Civil Aviation Organization (ICAO). This new process is being put into place to reassure the traveling public that airports are taking precautions to keep everyone safe during the pandemic. The Authority is going through the process to become accredited. The Director further stated that ACI World is also working with governments of other countries to try to create a standard on testing rather than requiring quarantine, especially with travel between countries with similar infection rates. All of the governments involved in the creation of the testing standards have representatives on the board of ICAO.

H. Update on Runway: Michael Reisman provided a brief update on the work progressing on the runway project and stated that the FAA completed a flight check and have plans for a follow-up flight check on October 27th. The runway is scheduled for opening on November 5th. A ribbon-cutting event will be held for the Board, employees, and a few consultants on October 23rd.

I. CMR Ranking and ATCT Ranking: Michael Reisman reported that 10 responses were received for the request for qualifications for the Construction Manager at Risk (CMR) for the terminal expansion project. Interviews were conducted with four of the firms and Hensel Phelps was selected as the CMR. Staff is working with Hensel Phelps

on the contract documents and fee negotiation for the pre-construction phase and hope to bring this to the Board for approval in November.

Michael Reisman also reported that four architecture firms submitted statements of qualifications for the design of the air traffic control tower. The top two firms were interviewed, and Pond & Company was selected for this project. Staff is also planning on bringing these contract documents to the Board in November. Mr. Reisman also gave a brief update on the site selection process for the air traffic control tower.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Authority Board will be held on November 20, 2020.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 11:08 a.m. Mr. Erwin moved to go into Closed Session Pursuant to Subsections 143-318.11 (a)(3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Mr. Apodaca seconded the motion and it carried unanimously.

The Chair indicated they would break for five minutes at which time the Board would resume in closed session.

Open Session resumed at 11:46 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY OCTOBER 9, 2020

CLOSED SESSION MINUTES: Mr. Erwin moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Ricker seconded the motion and it carried unanimously.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY MARCH 13, 2020, APRIL 3, 2020, MAY 8, 2020, JUNE 12, 2020, AND JULY 10, 2020 CLOSED

SESSION MINUTES: Mr. Erwin moved to approve the minutes for the March 13, 2020, April 3, 2020, May 8, 2020, June 12, 2020, and July 10, 2020 Closed Sessions, and to seal and withhold the minutes for the March 13, 2020, April 3, 2020, May 8, 2020, June 12, 2020 and July 10, 2020 Closed Sessions from public inspection so long as public

inspection would frustrate the purpose or purposes thereof. Mr. Apodaca seconded the motion and it carried unanimously.

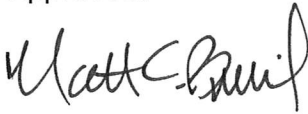
ADJOURNMENT: Mr. Apodaca moved to adjourn the meeting at 11:51 a.m. Mr. Erwin seconded the motion and it carried unanimously.

Respectfully submitted,



Ellen Heywood
Clerk to the Board

Approved:



Matthew C. Burril
Chair