

**VOLUNTARY CLEANUP CONTRACT
24-7829-RP**

**IN THE MATTER OF
SPRINGFIELD TOOL AND DIE SITE, SPARTANBURG COUNTY
and
PALMETTO INDUSTRIES AND SPRINGFIELD TOOL AND DIE, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Palmetto Industries and Springfield Tool and Die, Inc., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Springfield Tool and Die site. The Springfield Tool and Die property is located at 1130 Rogers Bridge Road, Duncan, South Carolina ("Property"). The Property includes approximately 3.65 acres and is bounded generally by Leonard Road to the north and east, Rogers Bridge Road to the south, and AAA Cooper Transportation Trucking Company to the west. The Property is identified by the County of Spartanburg as Tax Map Serial Number 5-29-00-125.04. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

A. "Respondents" shall mean Palmetto Industries and Springfield Tool and Die, Inc. Palmetto Industries is a South Carolina general partnership. Springfield Tool and Die, Inc. is a South Carolina corporation incorporated in 1986 with its principal place of business

located at 1130 Rogers Bridge Road, Duncan, South Carolina.

- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. §§ 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Respondents.

- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:
 - A. The Property is owned by Palmetto Industries and is occupied by Springfield Tool and Die, Inc.
 - B. The Site was undeveloped until 1978, when a 20,000-square-foot commercial building was constructed.
 - C. The Site has been occupied by Springfield Tool and Die, Inc. from 1978 until present.
 - D. Springfield Tool and Die, Inc. is a design and build job shop that manufactures specialty tools, machinery, fixtures, jigs, dies, and gages. Manufacturing processes include sawing, turning, milling, grinding, and welding. Commercially available coolants, lubricants, cleaners, and solvents are used in manufacturing processes
 - E. Municipal water is provided to the subject property by Startex-Jackson-Welford-Duncan Water District. The subject property

utilizes a septic system.

- F. A Phase II Environmental Site Assessment was performed on April 29, 2024 by ECS Southeast, LLC. Tetrachloroethane was identified in samples SB-1 and SB-2 at concentrations of 6.0 ug/L and 15 ug/L, respectively. These concentrations exceed the maximum contaminant level (MCL) of 5 ug/L. 1,1-Dichloroethane, 1,2-Dichloroethane, and Cis-1,2-dichloroethane were also detected in groundwater samples. Chromium was detected in the groundwater at a concentration of 144ug/L, which exceeds the MCL of 100ug/L

RESPONSE ACTIONS

3. Respondents agree to submit to the Department (or its successor agency) for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department or its successor agency. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department or its successor agency, and Respondents' contact person for matters relating to this Contract. Respondents will notify the Department or its successor agency in writing of changes in the contractor or laboratory. The Department or its successor agency will review the Work Plan and will notify Respondents in writing of any deficiencies in the Work Plan, and Respondents will respond in writing to the comments from the Department or its successor agency within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct an Environmental Assessment to determine the source, nature, and extent of Contamination at the Site.
- B. Submit to the Department or its successor agency an Assessment

Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved Work Plan. The Department or its successor agency shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department or its successor agency determines that the field investigation is not complete, it will send written notification of such to Respondents, and Respondents shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department or its successor agency determines that the field investigation is complete but the report is incomplete, the Department or its successor agency shall send to Respondents a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department or its successor agency, Respondents shall submit a revised report addressing the comments from the Department or its successor agency.

- C. If determined necessary by the Department or its successor agency, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.

4. Respondents shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department or its successor agency for information purposes only. The Department and its successor agency expressly disclaim any liability that may result from implementation of the Health and Safety Plan by Respondents.

5. Respondents shall inform the Department or its successor agency in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department or its successor agency, shall allow the

Department, its successor agency, and their authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Respondents shall submit to the Department or its successor agency a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence by either party to the other shall be in writing and deemed sufficiently given if delivered by (A) email, (B) regular U.S. mail, (C) certified or registered mail, postage prepaid, return receipt requested, (D) nationally recognized overnight delivery service company, or (E) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Kim Kuhn
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
kuhnkm@dhec.sc.gov

Respondents: Thomas F. Aldridge
117 Oak Wind Circle
Greer, SC 29651
Aldridge1983@charter.net

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract by Respondents, the Department or its successor agency will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Respondents will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Respondents shall, on a quarterly basis, reimburse the Department or its successor agency for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department or its successor agency shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Respondents:	Thomas F. Aldridge 117 Oak Wind Circle Greer, SC 29651 Aldridge1983@charter.net
--------------	--

All of Respondent's payments should reference the Contract number on page 1 of this Contract. Payments made before July 1, 2024, shall be made payable to The South Carolina Department of Health & Environmental Control. Payments made on or after July 1, 2024, shall be made payable to the South Carolina Department of Environmental Services.

If complete payment of the quarterly billing of Oversight Costs is not received by the Department or its successor agency by the due date, the Department or its successor

agency may bring an action to recover the amount owed and all costs incurred by the Department or its successor agency in bringing the action including, but not limited to, attorney's fees, personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department (or its successor agency), its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department or its successor agency (or as allowed by applicable law). Respondents and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Respondents are unable to obtain access from the Property owner, the Department or its successor agency may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Respondents.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Respondents have completed the Response Actions required under this Contract, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department or its successor agency, representatives of Respondents and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. Respondents or the current owner of the Property shall file this restrictive covenant with the Register of Deeds in Spartanburg County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department or its successor agency until the restrictive covenant, if required, is executed and recorded. With the approval of the Department or its successor agency, the restrictive covenant

may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department or its successor agency may require Respondents or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Respondents or subsequent owners of the Property shall file an annual report with the Department or its successor agency by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department or its successor agency.

OBLIGATIONS AND BENEFITS

12. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department or its successor agency may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor or assign.

13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of the Department or its successor agency to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department or its successor agency in exercising its authority under State and Federal law.

14. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department or its successor agency may have against Respondents for any matters not expressly addressed by and settled through this Contract.

15. Upon successful completion of the terms of this Contract, Respondents shall

submit to the Department or its successor agency a request for a Certificate of Completion.

Once the Department or its successor agency determines that Respondents have successfully and completely complied with this Contract, the Department or its successor agency, pursuant to S.C. Code Ann. §§ 44-56-740(A)(5) and (B)(1), will give Respondents a Certificate of Completion that provides a covenant not to sue to Respondents, their signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that Respondents successfully and completely complied with this Contract. In consideration of the Department's covenant not to sue, Respondents, their signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department or its successor agency arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department or its successor agency arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the intentional or grossly negligent acts or omissions by the Department or its successor agency.

16. Respondents and the Department or its successor agency each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Respondents elect to terminate, they must submit to the Department or its successor agency all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

17. The Department or its successor agency may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Respondents or their parents or subsidiaries;
- E. Providing the Department or its successor agency with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Respondents' or their parents', subsidiaries', successors', and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by Respondents to obtain the applicable permits from the Department or its successor agency for any Response Action or other activities undertaken at the Property.

18. Upon termination of this Contract, the covenant not to sue will be null and void. Termination of this Contract by Respondents or the Department or its successor agency does not end the obligations of Respondents to reimburse Oversight Costs already incurred by the Department or its successor agency and payment of such costs shall become immediately due.

19. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: 

DATE: 6-27-2024

Henry J. Porter, Chief
Bureau of Land and Waste Management
S.C. Department of Health & Environmental Control


Reviewed by Office of General Counsel

DATE: 6/27/24

PALMETTO INDUSTRIES


Signature

DATE: 06/24/2024

Thomas F Aldridge II Partner
Printed Name and Title

SPRINGFIELD TOOL AND DIE, INC.


Signature

DATE: 06/24/2024

Thomas F Aldridge II President
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Spartanburg

Tax Map Serial Number 5-29-00-124.04

ALL that lot of land in the County of Spartanburg, State of South Carolina, constituting a portion of an 85.07 acre tract as shown on a plat recorded in Plat Book 70 at pages 374 and 375 and containing 3.648 acres according to a 'Survey for Old Dominion Freight Lines', prepared by Piedmont Engineers and Architects, dated May 24, 1978 to be recorded of even date herewith and having according to such later-mentioned plat the following metes and bounds to wit:

BEGINNING at an iron pin located at the northwesterly corner of the intersection of South Carolina road S-42-63 and Leonard Road, and running thence with the edge of the right of way of the aforesaid road S-42-63, S. 42-24 W. 488.9 feet to an iron pin at the corner of an 8.6 acre tract of AAA Cooper Transportation (S. Earl Dove); and running thence along the line of Property of S. Earl Dove, N. 47-32 W. 426.98 feet to an iron pin on the southerly edge of Leonard Road; thence along the southerly edge of Leonard Road, the following courses and distances: N. 58-35 E. 224 feet to an iron pin, N. 65-47 E. 100 feet to an iron pin, N. 78-11 E. 100 feet to an iron pin, S. 87-28 E. 75 feet to an iron pin, S. 67-43 E. 55 feet to an iron pin, and S. 59-32 E. 161.9 feet to the point of beginning.

THIS property is conveyed subject to an overhead power service line of Duke Power Company as shown on the more recent plat referred to above.

THIS is a portion of the property conveyed to the grantor in eight separate deeds recorded on April 5, 1973 in Deed Book 40-S at pages 469-476 by Lydia L. Ross, Robert W. Leonard, Jr., Evelyn Leonard Shuler, Helen Leonard, Sylvia Leonar, Robert William Leonard, David Oliver Leonard, Perritt L. Davis and Jane W. Leonard.