

**VOLUNTARY CLEANUP CONTRACT
16-6247-RP**

**IN THE MATTER OF
RENTAL UNIFORM SERVICE--FLORENCE SITE, FLORENCE COUNTY
and
RUSF, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and RUSF, LLC, 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 Rental Uniform Service-Florence Site ("Site"). The facility property is located 906 South Church Street, Florence, South Carolina ("Property"). The Property includes approximately 17.10 acres and is bounded generally by South Church Street on the west; the former Land-O-Sun Dairies facility on the south; residential properties and June Lane on the east; and commercial property and East Prout Drive on the north. The Property is identified by the County of Florence as Tax Map Serial Number 00149-01-009; and 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 in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.
 - A. "RUSF" shall mean RUSF, LLC. RUSF, LLC is a Delaware Limited Liability Company authorized to do business in South Carolina since November 5, 2013, with its principal place of business located at 906 South Church Street, Florence, SC.
 - B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
 - C. "Contract" shall mean this Responsible Party Voluntary Cleanup

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- 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, Section 101, 42 U.S.C. Section 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 RUSF.
- 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

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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. Historically, Rental Uniform Service of Florence, Inc. operated a commercial dry cleaning facility at the Site. However, dry cleaning operations have not been conducted at the Site since the 1970s.
- B. Phase I and Phase II assessments were conducted at the Site in early 2013 by a prospective purchaser. In May, 2013, PCE was detected at high concentrations in the soil and PCE, TCE and cis-1,2-DCE were detected in the groundwater at levels exceeding the Maximum Contaminant Levels (MCLs).
- C. In July, 2013, six soil boring and six monitoring wells were installed at the Site by GEL Engineering, contracted by RUSF. Cis-1,2-DCE, TCE, PCE, and methylene chloride were all detected in the soils samples, some at levels exceeding US EPA Regional Screening Levels (RSLs). The groundwater flow direction was found to be to the south-southwest and five chlorinated volatile organic compounds (VOCs) were found at levels exceeding the MCLs. Groundwater Contamination was found to be migrating southward onto the

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- adjoining property formerly owned by Land-O-Sun Dairy.
- D. Rental Uniform Service of Florence, Inc., a South Carolina corporation, was dissolved on December 23, 2013.
 - E. The Property was sold to RUSF on December 23, 2013.
 - F. A list of the reports setting forth RUSF's efforts comprising this Site investigation is attached as Appendix B.

RESPONSE ACTIONS

3. RUSF agrees to submit to the Department for review and written approval within sixty (60) 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. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and RUSF's contact person for matters relating to this Contract. RUSF will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify RUSF in writing of any deficiencies in the Work Plan, and RUSF will respond in writing to the Department's comments 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. Complete investigation of potential sources, nature, and extent of contamination, including continuation of the current groundwater monitoring requirements.
- B. Submit to the Department a report (to include an evaluation of risk to human health and the environment if necessary) setting forth the findings of the site investigation. The Department shall review the report for determination of completion of the site investigation and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification

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of such to RUSF, and RUSF shall subsequently conduct such additional field investigation as is necessary to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to RUSF a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, RUSF shall submit a revised report addressing the Department's comments. Should there be disagreement between RUSF and the Department regarding the Department's comments, sufficient time will be allotted in addition to the thirty (30) days for the Department and RUSF to resolve the disagreement.

- C. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site. The Feasibility Study will be preceded by a Feasibility study work plan.
- D. The Department will consider interim remedial or removal actions where appropriate. RUSF shall include in the Work Plan any proposed interim actions for Department consideration.

4. RUSF 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 for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by RUSF.

5. RUSF shall inform the Department 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, shall allow the Department and its authorized representatives to take duplicates of any samples collected by RUSF pursuant to this Contract.

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6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, RUSF shall submit to the Department 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 which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) 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: Addie Walker
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
walkeras@dhec.sc.gov

RUSF: Jeffrey Waggoner
P.O. Box 160999
Altamonte Springs, FL 32716

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk or, unless otherwise requested by the Department, via electronic mail where feasible.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in

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accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. RUSF will reimburse the Department's cost 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 §§ 44-56-200 and 44-56-740, RUSF shall, on a quarterly basis, reimburse the Department 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 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:

RUSF: Jeffrey Waggoner
PO Box 160999
Altamonte Springs, FL 32716

All of RUSF's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may, upon prior written notice to RUSF, bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during

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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 as allowed by applicable law). RUSF 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 RUSF is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by RUSF.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after RUSF has completed the actions required under this Contract, RUSF shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, which shall not be unreasonably withheld or delayed, the restrictive covenant shall be signed by the Department and representatives of RUSF and witnessed, signed, and sealed by a notary public. RUSF shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Florence County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the Restrictive Covenant, if required, is executed and recorded. With the approval of the Department, 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 may require RUSF or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. RUSF or subsequent owners of the Property shall file an annual report with the Department 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.

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OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, RUSF, its signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to the Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to the Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, RUSF may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the *South Carolina State Register*.

13. 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 may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor and assign, subsidiary, or subsequent owner of the Property.

14. Subject to Paragraph 16, nothing in this Contract is intended to limit the right of the Department 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 in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, 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

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action that the Department may have against RUSF for any matters not expressly included in this Contract.

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, RUSF shall submit to the Department a written notice of completion.

Once the Department determines that RUSF has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give RUSF a Certificate of Completion that provides a covenant not to sue to RUSF, its signatories, parents, successors and assigns, subsidiaries, and subsequent owners of the Property, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that RUSF successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, RUSF its signatories, parents, successors and assigns, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. RUSF and the Department 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 RUSF elect to terminate, it must submit to the Department 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.

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18. The Department 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 RUSF its parents, successors and assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in RUSF's or its parents, successors and assigns, and subsidiaries 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 RUSF to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by RUSF or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

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

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THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: Daphne G. Neel DATE: 6/30/16
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

Claire W. ... DATE: 6/29/16
Reviewed by Office of General Counsel

RUSF, LLC

Jeffery D. Waggoner DATE: 4/03/2016
Signature

Jeffery D. Waggoner / President
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Florence
Tax Map Serial Number 00149-01-009

All that certain tract of land situated in the County of Florence, State of South Carolina, fronting on the East side of South Church Street Extension, and containing 17.192 acres, more or less. The northwestern corner of said tract lies on the East side of Church Street Extension, which point is 200 feet south of the intersection of South Church Street Extension with a 66-foot unnamed street. The said property measures 688.44 feet on its northern line, whereon it is bounded by property of Meco, Inc. of Florence; measures 1151.585 feet on its Eastern line, whereon it is bounded by an unnamed 66-foot street; measures 641.78 feet on its Southern line, whereon it is bounded by property now or formerly of Elmer E. Chasteen, et al; and measures on its Western line 1103.48 feet, whereon it is bounded by South Church Street Extension, and being comprised of the following tracts: (1) a tract of 4.462 acres, more or less, as shown on plat entitled "Map of 4.462 acres of Land Situate in Florence County, South Carolina Prepared for Rental Uniform Service" dated October 25, 1966, recorded November 12, 1966, in Plat Book X, Page 26; (2) a tract of 9.589 acres, more or less, as shown on plat entitled "Map of 9.589 acres of Land Situate in Florence County, South Carolina Prepared for Waggoner Equipment Co." dated October 25, 1966, recorded November 12, 1966, in Plat Book X, Page 27; and (3) a tract of 3.141 acres, more or less, as shown on plat entitled "Map of 3.141 acres of Land Situate in Florence County, South Carolina Prepared for Waggoner Equipment Co." dated October 8, 1968, recorded October 25, 1968, in Plat Book 1, Page 104, all in the Office of the Register of Deeds for Florence County, South Carolina, reference to which plats is hereby made for a more particular description thereof.

This being the same property conveyed to Rental Uniform Service of Florence, Inc., by Deed of William D. Waggoner, dated January 4, 1977 and recorded February 3, 1977 in Deed Book A-153 at Page 595, Office of the Clerk of Court, Florence County, S.C.

Tax Map No.: 00149-01-009

Property Address: 906 S. Church St., Florence, SC

