



July 13, 2023

Certified Mail

Ms. Jessica J. King
Williams Mullen
1230 Main Street, Suite 330
Columbia, SC 29201

**Re: Responsible Party Voluntary Cleanup Contract
Anderson Brass Company Site; Darlington County**

Dear Ms. King:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 23-7750-RP which was executed by the Department on July 13, 2023.

Thank you for your patience and cooperation in this matter. The Department continues to look forward to working with Anderson Brass Company to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please contact Lucas Berresford at (803) 898-0747.

Sincerely,

A handwritten signature in blue ink that reads "Elisa Vincent". The signature is written in a cursive, flowing style.

Elisa Vincent, Environmental Health Manager
Division of Site Assessment, Remediation & Revitalization
Bureau of Land and Waste Management

Enclosure

cc: R. Gary Stewart, L&WM (w/ enclosure)
J. Lucas Berresford, L&WM (w/ enclosure)
Leigh Plummer, Director, Pee Dee EQC Region (w/ enclosure)
Cynde Devlin/Shawn Reed/Linda Jackson, L&WM (w/ enclosure)
BLWM File #51491

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE C. Vincent

**VOLUNTARY CLEANUP CONTRACT
23-7750-RP**

**IN THE MATTER OF
ANDERSON BRASS COMPANY SITE, DARLINGTON COUNTY
and
ANDERSON BRASS COMPANY**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Anderson Brass Company, 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 Anderson Brass Company Site ("Site"). The Anderson Brass Company property is located at 1629 West Bobo Newsom Highway, Hartsville, South Carolina ("Property"). The Property includes approximately 13 acres and is bounded generally by West Bobo Newsom Highway with residential neighbors beyond to the north, residential dwellings along Kimberly Drive to the south, residential dwellings along Kimberly Road and West Bobo Newsom Highway to the east, and Sunoco Recycling and wooded land to the west. The Property is identified by the County of Darlington as Tax Map Serial Numbers 036-00-01-007 and 036-00-01-077. 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. "ABCO" shall mean Anderson Brass Company. ABCO is a South Carolina corporation with its principal place of business located at 1629 West Bobo Newsom Highway, Hartsville, 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 ABCO.

- 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. Anderson Brass Company has owned the Property since January 20, 1982.
 - B. The Site is an approximately 13-acre tract of land improved with an approximately 12,000-square-foot manufacturing building, an approximately 3,000-square-foot storage building, two open-air sheds, and asphalt parking areas.
 - C. The Site is operated by ABCO. ABCO manufactures various types of specialty brass valves and fittings which are initially machined from brass rods and then cleaned, assembled, and packaged on-site.
 - D. ABCO is registered with SCDHEC as a Resource Conservation and Recovery Act (RCRA) Very Small Quantity Generator (VSQG) and previously held an Air Minor Permit from the Department's Bureau of

Air Quality. No violations are noted in regulatory files related to the Air Permit or RCRA listing.

- E. Sara Lee Hosiery previously operated facilities located on the western adjoining property and registered the use of an above-ground storage tank on the facility.
- F. Sonoco Recycling currently operates facilities located on the western adjoining property.
- G. Terracon performed a Phase I ESA of the Property in November 2022 and noted the following observations:
 - i. Interior Surface staining from cutting oils in the production are adjacent to the machinery and floor drains and at concrete floor expansion joints and
 - ii. Exterior Surface staining adjacent to the empty drum storage area and waste accumulation building.
- H. The Terracon Phase I ESA identified the following Recognized Environmental Conditions (“RECs”) associated with the Property:
 - i. Potential releases from cutting oils spills and staining in the production areas;
 - ii. Chlorinated solvent (degreasers) use on site for the 40-year operational history; and
 - iii. Surface staining adjacent to the fenced empty drum storage area.
- I. Terracon performed a Phase II Limited Site Investigation (“LSI #1”) in late December of 2022 and early January of 2023. The LSI #1 Report summarized the following activities:
 - i. Five (5) soil borings (SB-1 through SB-5) were taken from the surface soil (0-1 foot below ground surface (bgs)) and subsurface soils (2-3 feet bgs) at SB-1 through SB-4 and 1 background sample (SB-5) were taken upgradient of the site (for a total of nine (9) samples). Visually stained soils were found in subsurface sample areas near SB-3 and SB-4.

- ii. Trichloroethene (TCE) was detected in the surface interval at SB-1 at a concentration of 1.2 mg/kg above the residential regional screening level (RSL) of 0.94 mg/kg. TCE was detected in both intervals at SB-3 (located adjacent to a trench drain in the main solvent use area) at concentrations of 13 mg/kg (surface) to 190 mg/kg (subsurface) above the industrial RSL of 6 mg/kg.
 - iii. Two (2) temporary monitoring wells were installed using a GeoProbe and sampled to assess groundwater quality. Tooling refusal was encountered at GW-1/SB-1 at a depth of approximately 16 feet bgs. The boring location was repositioned approximately 5 feet to the southwest. TCE was detected above the maximum contaminant level (MCL) of 5 ug/l at concentrations ranging from 30 ug/L to 1500 ug/L in GW-1 and GW-2. Iron was also detected above the MCL in both groundwater sampling locations GW-1 and GW-2.
- J. Based on the findings of the LSI #1, ABCO had Terracon perform a second Phase II LSI ("LSI #2) in February-March 2023, which included high resolution site characterization (HRSC) and sub-slab soil gas sampling to assess vapor intrusion potential, and prepared a final report on April 12, 2023. The HRSC included in situ fluoroscopy sampling of the subsurface by taking borings. Initial boring locations were chosen based on proximity to known impacts from LS #1 and then stepping out based on real time data. Soil, groundwater and sub-slab gas samples were also taken. The LSI #2 Report concluded:
- i. The HRSC data generally indicates a larger concentration of impacts in the area of the southwestern building perimeter, and chlorinated solvent contamination (CVOCs) occurring above a lower permeability unit at approximately 16 feet. The

majority of contaminant mass is pooled in one area in both the vertical and horizontal directions.

- ii. Four (4) soil samples (SB-3 through SB-6) were taken from four (4) separate locations (two locations on the northeastern and southwestern building perimeters, one location near the outdoor stainless steel scrap storage area, and one location near the storage building located on the southern portion of the site). Samples were analyzed for volatile organic compounds (VOCs), semi-VOCs (SVOCs), and TAL-metals. Metal and arsenic were detected in tin samples above the United States Environmental Protection Agency residential RSL but below the industrial levels. Trichloroethene was not detected above residential or industrial RSLs in any of the soil samples. No other analytes were detected above these RSLs.
- iii. Groundwater was assessed on two separate occasions as part of LSI #2 through the installation of eleven (11) temporary monitoring wells. Seven (7) temporary wells were advanced to facilitate the collection of confirmation groundwater samples during the HRSC assessment and four (4) temporary wells were advanced separately and apart from the HRSC assessment. All eleven (11) well samples were analyzed for VOCs, SVOCs, and TAL-metals. TCE was detected at groundwater sample GW-7 above the Tap Water RSL of 0.28 ug/L at a concentration of 1.4 ug/L; however, the detection was below the South Carolina MCL of 5 ug/L. TCE was detected above the MCL at GW-1, at a concentration of 210 ug/L. This data generally correlates to the HRSC data showing the TCE plume outside the footprint of the structure appears to be relatively localized. TCE was detected at groundwater sample TW-5 above the Tap Water RSL of 0.28 ug/L at a concentration of 1.3 ug/L; however, the detection

was below the MCL of 5 ug/L. The TCE detection at TW-5 suggests the TCE plume may extend under the structure. No other analytes were detected above the residential Tap Water RSLs or MCLs.

- iv. Six (6) sub-slab soil gas samples were taken within the main building footprint along with indoor air sampling using one summa canister installed approximately 4-5 feet above the floor level (within the breathing zone) in the office space (northern portion) of the main building. The sub-slab and ambient air samples were analyzed for VOCs. Tetrachloroethene was detected above the United States Environmental Protection Agency commercial Vapor Intrusion Screening Level (VISL) of 17.5 ug/m³ at all sub-slab sampling locations in concentrations ranging from 71 ug/m³ to 280 ug/m³. Trichloroethene was detected above the commercial VISL of 0.876 ug/m³ in all indoor air samples at concentrations ranging from 69 ug/m³ to 15000 ug/m³. The report notes the facilities' processes use various oils & solvents, which are stored within containers inside the building and therefore the indoor air samples likely reflect detections sourced from these containers as well as the sub-slab. No analytes were detected above the residential or commercial VISLs in the outdoor equipment blank.

RESPONSE ACTIONS

3. ABCO agrees to submit to the Department 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. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and ABCO's contact person for matters relating to

this Contract. ABCO will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify ABCO in writing of any deficiencies in the Work Plan, and ABCO 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. Conduct an Environmental Assessment to determine the source, nature, and extent of Contamination at the Site.
- B. Submit to the Department 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 Assessment Work Plan. The Department shall review the report for determination of completion of the Assessment and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to ABCO, and ABCO shall subsequently conduct additional field investigation 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 ABCO a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, ABCO shall submit a revised report addressing the Department's comments. If determined appropriate by the Department, submit a workplan to conduct an interim remedial action to address contaminated groundwater and/or soil vapor at the site.
- C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. ABCO 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 ABCO.

5. ABCO 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 ABCO pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, ABCO 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 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: Cynde Devlin
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
devlincl@dhec.sc.gov

ABCO: Geoffrey Hughes, Vice President and General Manager
Anderson Brass Company
1629 W. Bobo Newsome Hwy
Hartsville, SC 29550

With copy to: Jessie King
Williams Mullen
1230 Main Street, Suite 330
Columbia, SC 29201

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 ABCO, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. ABCO 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, ABCO 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:

ABCO: Geoffrey Hughes, Vice President and General Manager
Anderson Brass Company
1629 W. Bobo Newsome Hwy
Hartsville, SC 29550

With copy to: Jessie King
Williams Mullen
1230 Main Street, Suite 330
Columbia, SC 29201

All of ABCO'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 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 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). ABCO 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 ABCO 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 ABCO.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after ABCO has completed the actions required under this Contract, ABCO shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of ABCO and witnessed, signed, and sealed by a notary public. ABCO shall record this restrictive covenant with the Register of Deeds in Darlington 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 ABCO or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. ABCO 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.

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

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 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.

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 may have against ABCO for any matters not expressly addressed by and settled through this Contract.

15. Upon successful completion of the terms of this Contract, ABCO shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that ABCO 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 ABCO a Certificate of Completion that provides a covenant not to sue to ABCO, its 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 and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that ABCO successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, ABCO, its signatories, parents, subsidiaries, successors, and assigns 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.

16. ABCO 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 ABCO 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.

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

18. Upon termination of this 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 this Contract by ABCO 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.

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

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE E. Vincent

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: [Signature] DATE: 7/13/2023
Henry J. Porter, Chief
Bureau of Land and Waste Management
S.C. Department of Health & Environmental Control

[Signature] DATE: 7/13/23
Reviewed by Office of General Counsel

ANDERSON BRASS COMPANY

[Signature] DATE: 7/5/23
Signature

Geoff Hughes VP/GM
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Darlington

Tax Map Serial Numbers 036-00-01-007 and 036-00-01-077

All that certain piece, parcel or tract of land, containing 12.437 acres, more or less, situate, lying and being West of the City of Hartsville, in Darlington County, State of South Carolina, and being more particularly shown on plat made by J.E. Tucker, Jr., Registered Surveyor, dated October 1, 1981, and recorded in office of the Clerk of Court for Darlington County in Plat Book 90 at Page 13 and in plat made by Jack D. Epperly, Registered Surveyor, dated February 8, 1988, and recorded in the office of Clerk of Court for Darlington County in Plat Book 116 at Page 133; the said property being bounded, now or formerly, to the north by property of Hanes Corporation and Wade Hampton Garland, Jr.; to the east by S.C. Highway 151 By-Pass; to the south by property now or formerly of W.R. Price and Kimberly Drive; and to the west by property now or formerly of W.E. Brown, W.R. Price, and Hanes Corporation. Being property conveyed unto ABC of Hartsville, Inc. (a/k/a Anderson Brass Company per South Carolina Secretary of State Articles of Amendment effective October 1, 1985, recorded in the office of the Clerk of Court of Darlington County in Book 924 at Page 5) by deed of Gosnold Graham Segars, a/k/a G. Graham Segars, recorded in the office of the Clerk of Court of Darlington County in Book 836 at Page 678, and being a portion of the same premises conveyed unto the Gosnold Graham Segars a/k/a G. Graham Segars, by deed of G. Graham Segars, Sr., recorded in the office of the Clerk of Court for Darlington County in Book 272 at Page 152.