



Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

September 8, 2014

CERTIFIED MAIL – 9171082133393962334317

Return Receipt Requested

Michael L. Manning
V.P. Head of Lighting Legal
Philips Lighting of North America
3000 Minuteman Road
Andover, MA 01810

**Re: Responsible Party Voluntary Cleanup Contract;
Shakespeare Composite Structures Site;
Newberry County.**

Dear Mr. Manning:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 14-6271-RP which was executed by the Department on September 8, 2014.

Thank you for your patience and cooperation in this matter. The Department looks forward to working with Shakespeare Composite Structures, LLC to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Gary Stewart at (803) 898-0778, or me at (803) 898-0882.

Yours very truly,


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

Enclosure

cc: Ken Taylor, L&WM
Gary Stewart, L&WM
John Cresswell, L&WM
Harry Mathis, EQC Midlands Region
Addie Walker/Pat Vincent/Shawn Reed/Karen Clymer/Linda Jackson, L&WM
BLWM File 51025

David Wilkie

**VOLUNTARY CLEANUP CONTRACT
14- 6271-RP**

**IN THE MATTER OF
SHAKESPEARE COMPOSITE STRUCTURES SITE,
NEWBERRY COUNTY
and
SHAKESPEARE COMPOSITE STRUCTURES, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Shakespeare Composite Structures, 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 Shakespeare Composite Structures Site ("Site"). The Shakespeare Composite Structures property is located at 19845 US Hwy 76, Newberry, South Carolina ("Property"). The Property includes approximately 24.04 acres and is bounded generally by CSX railroad property on the north; mixed residential and industrial property on the east; Wilson Road (US Hwy. 76) and the Newberry County Airport on the south; and Wilson Road and residential/agricultural property on the west. The Property is identified by the County of Newberry as Tax Map Serial Number 337-1-11; 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. "Shakespeare" shall mean Shakespeare Composite Structures, LLC, a Delaware limited liability company with its principal place of business located at 19845 US Hwy 76, Newberry, South Carolina.
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup



Contract.

- C. "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, Section 101, 42 U.S.C. Section 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.
- D. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- E. "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.
- F. "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).
- 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 Shakespeare.
- H. "Response Action" shall mean any assessment, cleanup,

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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. Shakespeare Composite Structures, LLC, operates a fiberglass product design and manufacturing facility at the Property. The property includes a main building and pole winder building which total approximately 250,000 square feet under roof, a less than 90 day hazardous waste storage building, a residual resin curing building, several smaller buildings, and an asphalt parking area.
- B. The property was undeveloped, wooded land until purchased from Ruth Amis in 1965. The main building was constructed in the mid-1960s and used for fiberglass production. The pole winder building reportedly was constructed in the late 1970s. Each building has several small, added-on portions. The facility is used for the design and manufacture of large fiberglass utility poles and cross arms,



and other fiberglass outdoor products such as signs and sign posts. The manufacturing processes include the following categories: materials receiving, formulation of resin mixes, pultrusion of fiberglass products, extrusion of plastic products, winding of fiberglass poles, painting and heat curing of poles, testing of materials, warehouse/storage of finished goods, and packaging/shipping. Fiberglass rolls are wrapped around molds, and then a resin mix is applied as a coating. Sanding and grinding of poles occurs, and painting, drying, and heat curing are also performed. Manufacturing is conducted inside two separate buildings. The main building houses pultrusion and extrusion activities, and large and small poles are fabricated in the pole winder building. Manufactured materials are packaged indoors and outdoors for shipment.

- C. Previous environmental activities at the Site include:
1. Phase I Environmental Site Assessment (ESA) was performed by AECOM in December 2013. The Phase I ESA identified several recognized environmental conditions (RECs) at the facility.
 2. Sampling for a Phase II ESA was performed in January 2014. Several RECs identified at the facility during the Phase I ESA were investigated during the Phase II.
 3. The Phase II efforts identified chlorinated volatile organic compounds (CVOCs) in groundwater samples collected from wells installed at the site. The CVOCs trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE), and vinyl chloride (VC) were detected in groundwater samples collected from several wells installed during the Phase II ESA. Each of these compounds was detected in multiple samples at

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concentrations exceeding their respective Maximum Contaminant Levels (MCLs) under the Safe Drinking Water Act.

4. In addition, other compounds including styrene and acetone were detected at relatively low concentrations in soil and groundwater samples collected from across the Site.
5. Shakespeare and the Department have sampled private wells near the Property. TCE contamination exceeding the MCL was found in two private drinking water wells and a livestock well to the west/southwest of the Property. Shakespeare has installed filters on the contaminated private drinking water wells until these residences can be connected to public water. Analytical results from monitoring wells installed off-Property to the north and west have also indicated contamination at levels exceeding the MCLs.

RESPONSE ACTIONS

3. Shakespeare initiated site investigation activities at the Property in January 2014. A Site Investigation Work Plan (SIWP) was developed by Shakespeare and its consultant in April 2014. This SIWP will serve as the initial planning document for investigative efforts at the Property. Upon approval of this Contract, Shakespeare agrees to submit to the Department for review and written approval within forty-(45)-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 Shakespeare's contact person for matters relating to this Contract. Shakespeare will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify

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Shakespeare in writing of any deficiencies in the Work Plan, and Shakespeare 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 a Remedial Investigation or similar investigation (RI) to determine the source, nature, and extent of Contamination at the Site, including but not limited to the RECs identified in Section 2.C above.
 - B. Submit to the Department an RI Report (to include a Baseline Risk Assessment if necessary, or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Shakespeare, and Shakespeare 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 Shakespeare a letter indicating that revision of the report is necessary. Within forty-five-(45)-days of receipt of such letter from the Department, Shakespeare shall submit a revised report addressing the Department's comments.
 - C. If determined necessary by the Department, conduct a Feasibility Study or similar study to evaluate remedial alternatives for addressing Contamination at the Site.
4. Shakespeare shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health

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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 Shakespeare.

5. Shakespeare 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 Shakespeare pursuant to this Contract.

6. Within ninety-(90)-days of the execution date of this Contract and once a quarter thereafter, Shakespeare 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) or nationally recognized overnight delivery service company, or (D) by 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
Email: walkeras@dhec.sc.gov

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Shakespeare: James W. Smith, P.E.
Philips North America
15313 W. 95th Street
Lenexa, KS 66219
Email: Jay.Smith@Philips.com

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, 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. Shakespeare 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, Shakespeare shall, on a quarterly basis, reimburse the Department for past cost of response and 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, sampling private wells, 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:

Shakespeare: James W. Smith, P.E.
Philips North America
15313 W. 95th Street
Lenexa, KS 66219
Email: Jay.Smith@Philips.com

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All of Shakespeare'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). Shakespeare 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 Shakespeare 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 Shakespeare.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Shakespeare has completed the response actions required under this Contract, Shakespeare shall make arrangements with the then current owner of record to enter and file a restrictive covenant placing necessary and appropriate restrictions on use of the Property. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Shakespeare and, if the Property has been sold, the then current owner of the Property and witnessed, signed, and sealed by a notary public. Shakespeare or the then current

owner of the Property shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Newberry 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 Shakespeare or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Shakespeare 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 any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

13. Subject to 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

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

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

Once the Department determines that Shakespeare 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 Shakespeare a Certificate of Completion that provides a covenant not to sue to Shakespeare, its signatories, parents, successors, and subsidiaries, 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 is contingent upon the Department's determination that Shakespeare successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Shakespeare its signatories, parents, successors, 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.

16. Shakespeare 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 Shakespeare 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

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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 Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Shakespeare its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Shakespeare's or its parents, successors, 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 Shakespeare to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

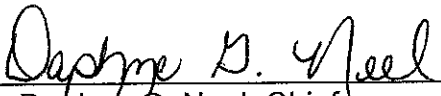
18. Upon termination of the Contract, the covenant not to sue will be null and void. Termination of this Contract by Shakespeare or the Department does not end the obligations of Shakespeare to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately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

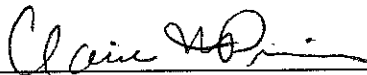
19. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

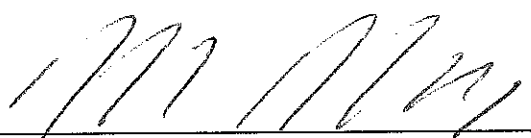
SIGNATURE 

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:  DATE: 9/8/14
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

 DATE: 9/3/14
Reviewed by Office of General Counsel

SHAKESPEARE COMPOSITE STRUCTURES, LLC

 DATE: 8/27/14
Signature

Michael L. Manning VP - General Counsel
Printed Name and Title



APPENDIX A

Legal Description of the Property

County of Newberry

Tax Map Serial Number 337-1-11

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN TAX DISTRICT NO. 1, IN THE COUNTY OF NEWBERRY, STATE OF SOUTH CAROLINA, CONTAINING 24.24 ACRES, MORE OR LESS, AND BEING SHOWN ON A PLAT OF SAME PREPARED BY WALTON B. HALFACRE, SURVEYOR, DATED SEPTEMBER 30, 1964, WHICH PLAT IS RECORDED IN NEWBERRY COUNTY PLAT BOOK U AT PAGE 78 AND BEING FURTHER SHOWN ON SURVEY PREPARED FOR SHAKESPEARE PRODUCTS GROUP BY THOMAS B. ABRAHAM, SCRLS, DATED MARCH 1, 1994 AND RECORDED IN NEWBERRY COUNTY PLAT BOOK B56 AT PAGE 6; AND BEING BOUNDED AS SHOWN ON SAID PLAT AS FOLLOWS: ON THE NORTH BY RIGHT OF WAY OF CN&L RAILROAD; ON THE EAST BY LANDS OF RALPH GRANVILLE BOOZER; ON THE SOUTH BY STATE HIGHWAY NO. 76; AND ON THE WEST BY LANDS OF RALPH S. BOAZMAN AND HARRIETT B. BOAZMAN.

TOGETHER WITH AN EASEMENT RECORDED IN MISC. BOOK 18 AT PAGE 30, LESS AND EXCEPTING THAT CERTAIN PARCEL OF LAND CONVEYED TO RALPH GRANVILLE BOOZER FROM C/P CORPORATION, DATED JULY 14, 1966 AND RECORDED IN DEED BOOK 91 AT PAGE 107.

This being the same property conveyed to GTG Temporary, LLC by Special Warranty Deed dated May 22, 2003 as recorded in Newberry County on May 27, 2003 in Deed book 613 at Page 123.