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Promoting and protecting the health of the public and the environment.
September 21, 2006

Certified Mail – 7006 0810 0003 6041 9025
Return receipt Requested

Mr. L.E. Lanier, P.E.
WestPoint Home, Inc.
3300-23rd Drive
Valley, Al 36854

RE: Consent Agreement 06-163-W
WestPoint Home, Inc.
DHEC ID # 00895
Oconee County

Dear Mr. Lanier:

Enclosed, please find an executed Consent Agreement for the facility referenced above. The Agreement is considered executed on September 15, 2006.

If you have any questions, please call me at (803) 898-3820 or by e-mail at richmotj@dhec.sc.gov. I will be happy to assist you.

Sincerely,

Tom J. Richmond
Water Enforcement Division
Bureau of Water

RECEIVED

SEP 22 2006

cc: Melanie Hindman, WP Enforcement/Compliance Section
Mike Rivers, P.G., Groundwater Quality Section
Eddie Clements, EQC Region 1- Anderson

Water Monitoring, Assessment &
Protection Division

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

**IN RE: WESTPOINT HOME, INC.
WESTPOINT STEVENS CLEMSON PLANT
OCONEE COUNTY**

**CONSENT AGREEMENT
06-163-W**

WestPoint Home, Inc. (Respondent) owns the former Clemson Plant (Site), located at 500 West Cherry Road, in the City of Clemson, in Oconee County, South Carolina. The Respondent's administrative offices are located at 3300-23rd Drive, in the City of Valley, Alabama.

This Consent Agreement (Agreement) is entered into by the South Carolina Department of Health and Environmental Control (Department) and the Respondent with respect to the assessment and preparation of a remediation plan for chlorinated solvents, petroleum hydrocarbons and nitrate at the Site.

The Department and the Respondent concur that in the interest of resolving this matter without delay and expense of litigation, the Respondent agrees to the entry of this Agreement, but neither agrees with nor admits the Findings of Fact or the Conclusions of Law; and therefore, agrees that this Agreement shall be deemed an admission of fact and law only as necessary for enforcement of this Agreement by the Department. By entering into this Agreement, the Respondent does not waive or otherwise relinquish any rights it may have, whether at law or equity, against any other persons or entities to seek recovery of fees, costs, expenses or other forms of damages incurred as a result of any work performed due to entering into this Agreement.

FINDINGS OF FACT

1. The Respondent owns the Site, located at 500 West Cherry Road, in the City of Clemson, in Oconee County, South Carolina.
2. In November 2005, the Respondent initiated a Site assessment as part of an internal investigation. In March 2006, the investigation confirmed subsurface releases of chlorinated solvents and petroleum hydrocarbons at the Site. Previous routine groundwater monitoring has determined nitrate contamination at the Site.
3. Based on data generated through May 2006, the source of chlorinated solvents contamination identified by the Respondent at the Site is suspected to be from interior floor drains and/or an exterior discharge pipe.
4. The source of the petroleum hydrocarbons is suspected to be from a former aboveground Varsol tank. The source of nitrate is from the former permitted landfills.
5. The source and the horizontal and vertical extent of the chlorinated solvents and petroleum hydrocarbon contamination has not been fully delineated.
6. On April 26, 2006, a meeting was held with Department staff and the Respondent's agents, Mr. L.E. Lanier of WestPoint Home, Inc and the Respondent's consultant, Mr. Dale Markley of PSC Environmental Services, to discuss the results of the Site assessment and plans for future assessment to identify the contaminant sources and to delineate the full extent of the groundwater impact.

7. The Department and the Respondent are entering into this Agreement in order to facilitate the assessment, remediation and/or the long-term completion of the project.

CONCLUSIONS OF LAW

1. The Pollution Control Act S.C. Code Ann. § 48-1-50 (1987), gives the Department the authority to hold hearings, issue Orders and conduct studies and investigations to abate, control and prevent pollution.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-50 (13) (1987), states that the Department may encourage voluntary cooperation by persons; or affected groups in restoration and preservation of a reasonable degree of purity of air and water.
3. The South Carolina Water Classifications and Standards, 25 S.C. Code Ann. Regs. 61-68 (H)(4) (Supp. 2005), states that all ground waters of the State shall be protected, to the extent possible, to a quality consistent with the use associated with the classes described therein.
4. The South Carolina Water Classifications and Standards, 25 S.C. Code Ann. Regs. 61-68 (H)(9) (Supp. 2005), was violated in that groundwater quality at the Site has not been maintained in accordance with Class GB standards.

NOW, THEREFORE, IT IS CONSENTED TO AND AGREED that the Respondent shall accomplish the requirements detailed below:

1. Upon execution of this Agreement, the Respondent shall implement the approved assessment plan and monitoring program in accordance with the approved schedule.

2. Within thirty days (30) days of the completion of the Site Assessment activities, the Respondent shall submit to the Department a Final Assessment Report that is to include a complete delineation of the chlorinated solvent and petroleum hydrocarbon impact including the source. At a minimum, this report should contain analytical results (summary tables, lab sheets, etc.), geologist logs, procedures/protocols used, interpretation of data, isoconcentration maps, cross-sections, potentiometric maps, and shall identify any appropriate potential receptors of concern. A laboratory certified by the State of South Carolina shall conduct all groundwater analyses and all reports shall be stamped by a South Carolina certified professional geologist or professional engineer.
3. Within ninety (90) days of the Department's approval of the Final Assessment Report and confirmation that the extent of chlorinated solvent and petroleum hydrocarbon impact has been delineated, the Respondent shall submit a corrective action plan (CAP) designed to address the removal or abatement of contaminants in groundwater above South Carolina Class GB Groundwater Standards. The CAP shall include a means by which to address removal or abatement of any ongoing source (including soil and aquifer matrix) of contaminants contributing to dissolved constituents in excess of Class GB Groundwater Quality Standards and shall address any other identified potential receptors of concern. The Respondent may utilize the "mixing zone" to address the dissolved portion of the plume, provided that the conditions of a groundwater mixing zone are met in accordance with the South Carolina Water Classifications and Standards, 25 S.C. Code Ann. Regs. 61-68. The CAP shall include appropriate technical information to support

the proposal and a discussion of alternatives considered including the methodology selected. The CAP shall also include a schedule for implementation. Any appropriate permit applications for the implementation of the CAP are to be submitted concurrently with the CAP or are to be addressed by the implementation schedule.

4. The CAP shall include a proposal that includes appropriate details for groundwater monitoring to determine the effectiveness of the remediation system during implementation, for verifying achievement of remediation goals subsequent to implementation, and for submission of routine monitoring reports regarding the data. This monitoring shall include development and submission of a comprehensive remediation system evaluation report at least every three (3) years to ensure that the system is functioning effectively and efficiently. This comprehensive review should include an evaluation of the containment and reduction of the groundwater plume, its source areas and any impacted soils, including any appropriate maps, diagrams etc.; a review of improvements or alternative technologies that may be beneficial to a more rapid correction of the problem or in meeting remedial goals in a cost effective manner; any appropriate recommendations for changes including for monitoring parameters/frequency; and an implementation schedule if applicable. The CAP shall provide as appropriate for monitoring to continue until Class GB groundwater standards and/or South Carolina Interim Drinking Water Standards are achieved for two (2) consecutive sampling events at least six (6) months apart under natural hydrogeological conditions. For any constituent for which there is no established

maximum contaminant level (MCL), the Department will determine the appropriate cleanup level in accordance with South Carolina Water Classifications and Standards, 25 S.C. Code Ann. Regs. 61-68 E.16 (Supp. 2005).

5. Upon approval of the CAP by the Department, the Respondent shall implement the CAP and monitoring program.
6. By mutual agreement, the sampling locations, sampling frequency and analytical parameters specified in this Agreement can be modified in writing after an adequate reference database has been established.
7. If a groundwater mixing zone is applicable to the corrective action and the conditions in R.61-68 are met, this agreement can be amended to reflect approval of the groundwater mixing zone. Further, this agreement can be amended by proposal and approval by the Department for any changes to the approved corrective action program for changes in technology, need based upon effectiveness evaluation, desire to revise the system to be more efficient or cost effective and/ or other reasonable needs not specifically stated.

PURSUANT TO THIS AGREEMENT, all requirements to be submitted to the Department shall be addressed as follows:

Tom J. Richmond
Bureau of Water - Water Pollution Enforcement Section
S.C. Department of Health and Environmental Control
2600 Bull Street
Columbia, S.C. 29201

The Respondent shall confirm, in writing, completion of all Agreement requirements to the above address within ten (10) days of completion.

IT IS FURTHER AGREED that this Agreement does not release the Respondent from any future liability as to other types of contaminants not addressed by this Agreement, which may be discovered to be present in the aquifers beneath this Site. This Agreement does not release the Respondent from liability pertaining to any future discharge or future introduction of additional contaminants onto the surface or into the subsurface environment. This Agreement does not release any other potentially responsible parties from liability to the Respondent and/or the Department on the basis of acts or failures to act which may have contributed to the presence of the contaminants addressed by this Agreement, or to the presence of any other contaminants not addressed by this Agreement.

IT IS FURTHER AGREED that this Agreement may be terminated after petition to the Department upon mutual consent after remediation goals are met and contaminant concentrations are at or below Groundwater Standards (as determined by the Department) over the extent of the entire plume for a period of two (2) consecutive sampling periods at least six (6) months apart.

IT IS FURTHER AGREED that if any event occurs which causes or may cause a delay in meeting any of the above scheduled dates for completion of any specified activity, notify the Department in writing within a reasonable time of the event giving rise to the anticipated delay; provided, however, notice must be given before the scheduled date. The notice must describe in detail the anticipated length of the delay, the precise cause or causes of delay, if ascertainable, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented.

The Department shall provide written notice as soon as practicable that a specified extension of time has been granted or that no extension has been granted. An extension shall be granted for any scheduled activity delayed by an event of *force majeure*, which shall mean any event arising from causes beyond the control of the Respondent that causes a delay in or prevents the performance of any of the conditions under this Agreement including, but not limited to: a) acts of God, fire, war, insurrection, civil disturbance, explosion; b) adverse weather condition that could not be reasonably anticipated causing unusual delay in transportation and/or field work activities; c) restraint by court order or order of public authority; d) inability to obtain, after exercise of reasonable diligence and timely submittal of all applicable applications, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority; and e) delays caused by compliance with applicable statutes, regulations, and/or ordinances governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence by the Respondent.

Events which are not *force majeure* include by example, but are not limited to, unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or any person's failure to exercise due diligence in obtaining governmental permits or fulfilling contractual duties. Such determination will be made in the reasonable exercise of and sole discretion of the Department. Any extension shall be incorporated by reference as an enforceable part of this Agreement and thereafter be referred to as an attachment to the Agreement.

Upon receipt of any submission required under this Agreement, the Department shall expeditiously review and notify the Respondent whether the submission is

approved. If the submission is unacceptable the notification will specify the reasons why approval cannot be granted.

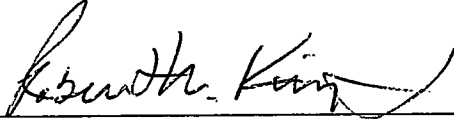
The Respondent shall submit a revised report within forty-five (45) days of receipt of written notification of disapproval by the Department or within a reasonable additional period of time as may be requested by the Respondent and agreed to in writing by the Department. Upon Department approval of submittals and schedules contemplated by this Agreement, such submittals and schedules shall become an enforceable part of this Agreement.

IT IS FURTHER CONSENTED TO AND AGREED that failure to comply with any provision of this Agreement shall be grounds for further enforcement action pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-330 (1987), as amended, to include the assessment of civil penalties.

IT IS FURTHER AGREED that this Agreement governs only WestPoint Home Inc.'s liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and WestPoint Home, Inc. with respect to the resolution and settlement of the matters set forth herein. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth within this Order.

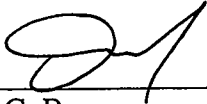
[Signature Page Follows]

FOR THE SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL CONTROL



Robert W. King, Jr., P.E.
Deputy Commissioner
Environmental Quality Control

Date: 9/15/06



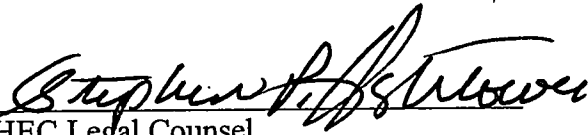
for Alton C. Boozer
Bureau Chief
Bureau of Water

Date: 9-8-06



Douglas B. Kinard, P.E., Director
Water Enforcement Division
Bureau of Water

Date: 9-7-06



DHEC Legal Counsel

Date: 9/13/06

WE CONSENT:

WESTPOINT HOME, INC



Mr. John Hurston
Senior Vice President of Manufacturing

Date: 8/31/06