



Article #: 92148969009997901420858032

January 5, 2022

Certified Mail

Ms. Kathryn Hinckley
Senior Director, ESG Affairs
Stanley Black & Decker
700 Stanley Drive
New Britain, CT 06053

**Re: Responsible Party Voluntary Cleanup Contract
Stanley Tools Site; Chesterfield County**

Dear Ms. Hinckley:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 21-5839-RP which was executed by the Department on January 5, 2022.

Per Paragraph 9, the Respondents must pay to the Department by certified or cashier's check, the sum of \$16,302.74 to reimburse past costs incurred by the Department. Payment for past costs shall be paid by February 4, 2022, and submitted to:

Linda Jackson
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

Thank you for your patience and cooperation in this matter. The Department continues to look forward to working with Stanley Black & Decker, Inc. 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,

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

Enclosure

cc: G. Ken Taylor, PG, L&WM (w/ enclosure)
J. Lucas Berresford, L&WM (w/ enclosure)
Leigh Plummer, Director, Pee Dee EQC Region (w/ enclosure)
Kim Kuhn/Shawn Reed/Linda Jackson, L&WM (w/ enclosure)
BLWM File 400407

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**VOLUNTARY CLEANUP CONTRACT
21-5839-RP**

**IN THE MATTER OF
STANLEY TOOLS SITE, CHESTERFIELD COUNTY
and
STANLEY BLACK & DECKER, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Stanley Black & Decker, Inc., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Stanley Tools Site ("Site"). This Contract replaces and supersedes Consent Agreement 01-077-W, which was entered into between the Department and Stanley Black & Decker, Inc. The Stanley Black & Decker, Inc. property is located at 100 Stanley Road, Cheraw, South Carolina ("Property"). The Property includes approximately 35 acres and is bounded generally by Stanley Road to the north, undeveloped land to the south, Evans Row to the east, and Cash Road to the west. The Property is identified by the County of Chesterfield as Tax Map Serial Number 272009001005. 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. "SBD" shall mean Stanley Black & Decker, Inc. Stanley Black & Decker, Inc. is a Corporation with its principal place of business located at 1000 Stanley Drive in New Britain, Connecticut.

- 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 SBD.

- 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, Petroleum, Petroleum Product, 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. Property Ownership Information:

SBD (f/k/a The Stanley Works) 1973 - Present

B. SBD has owned and operated the Property since 1973 for the manufacture of tools. Prior to 1973, the Property was maintained as farmland.

C. The Property's primary features are the manufacturing building, the wastewater pretreatment plant, and office building.

D. Soil and groundwater investigations in 1987 revealed that chromium contamination had migrated into the groundwater beneath the Property from the former chromium wastewater reduction basin. The impacted soil within the wastewater basin area was removed in 1988.

- E. In 1989, a groundwater extraction system was installed. The system was operated until 2001 to treat contaminated groundwater from the hexavalent chromium release.
- F. In October 1997, SBD conducted injections of calcium polysulfide to further treat contaminated groundwater.
- G. In March 2001 the Consent Agreement 01-077-W was executed and a Groundwater Mixing Zone (GMZ) was designated.
- H. With the GMZ established, the active groundwater remediation in the chromium area was suspended and a groundwater monitoring program was implemented.
- I. From 2005 to 2018, multiple phases of investigation have been conducted at the Site. Investigations included collections of soil samples and installation of downgradient monitoring wells, along with groundwater monitoring. Between February and March 2021, SBD removed the existing plating equipment in the former plating room.
- J. From March 15 to April 15, 2021, SBD conducted an investigation of soil impacts beneath the former plating room. Twenty-five (25) borings were installed and sampled in the former plating room. Results showed elevated levels of hexavalent chromium beneath portions of the former plating room.
- K. On May 5, 2021, SBD submitted a work plan for excavation beneath the former plating room to the Department. The work plan addressed the removal of approximately 650 cubic yards of soil that had been impacted by previous operations.
- L. On May 13, 2021, the Department approved the removal work plan.
- M. On September 13, 2021, SBD submitted the Soil Excavation Report Former Plating Room to the Department. The report summarized the removal of 974 tons of impacted soil present beneath the former plating room.

N. On September 23, 2021, the Department approved the Soil Excavation Report.

RESPONSE ACTIONS

3. SBD will submit a groundwater monitoring plan to the Department within sixty (60) days of the execution date of this Contract. The groundwater monitoring plan shall outline the frequency of sampling, analytical methods, sampling methods, and the proposed well network for groundwater monitoring.

4. If determined necessary by the Department, conduct an Evaluation of Remedial Alternatives to evaluate remedial alternatives for addressing contamination at the Site.

5. SBD 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 SBD pursuant to this Contract.

A. SBD 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 SBD.

6. Within sixty (60) days of the execution date of this Contract and once every six (6) months thereafter, SBD 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) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, (D) hand delivery, or (E) electronic mail (other than final work plans and final reports) to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

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

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

Stanley Black & Decker, Inc.: Kathryn Hinckley
Senior Director, ESG Affairs
700 Stanley Drive
New Britain, CT 06053
kathryn.hinckley@sbdinc.com

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

PUBLIC PARTICIPATION

8. Upon execution of this Contract by SBD, 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. SBD 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. SBD shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of sixteen thousand three hundred two dollars and seventy four cents (\$16,302.74) to fully reimburse estimated past response cost incurred by the Department through March 1, 2021 relating to the Site ("Past Costs"). SBD payment for Past Costs should be submitted to:

The Department: Linda Jackson
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, SBD 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 SBD's receipt of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail 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:

Stanley Black & Decker, Inc.: Kathryn Hinckley
Senior Director, ESG Affairs
700 Stanley Drive
New Britain, CT 06053

All of SBD'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 shall notify SBD and SBD shall make payment within ten (10) business days of receipt of such notice. If SBD fails to make such timely payment 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). SBD 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 SBD 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 SBD.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after SBD has completed the actions required under this Contract, SBD 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 SBD and witnessed, signed, and sealed by a notary public. SBD shall record this restrictive

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covenant with the Register of Deeds or Mesne Conveyances in Chesterfield 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 SBD or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. After the restrictive covenant is recorded, SBD 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. Upon execution of this Contract by the Department, SBD, 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 this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, SBD 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 this Contract, and shall commence upon publication of the notice of this 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 a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor or assign.

14. Subject to the provisions of 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 action that the Department may have against SBD for any matters not expressly addressed by and settled through this Contract.

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

Once the Department determines that SBD 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 SBD a Certificate of Completion that provides a covenant not to sue to SBD, 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 SBD successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, SBD, its signatories, parents, subsidiaries, successors, and assigns agree not to assert any claims or causes

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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. SBD 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 SBD 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.

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 Past Costs and/or for Oversight Costs as defined in Paragraph 10 above;
- D. Additional Contamination or releases or consequences at the Site caused by SBD, 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 SBD'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 SBD to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the

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Property.

19. 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 SBD 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 enter into this Contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BY: [Signature] DATE: 1-5-2022
Henry J. Porter, Chief
Bureau of Land and Waste Management
S.C. Department of Health & Environmental Control

[Signature] DATE: 1/4/22
Reviewed by Office of General Counsel

STANLEY BLACK & DECKER, INC.

[Signature] DATE: 10/21/2021
Signature

Katherine Hockley - Senior Dir, ESG Affairs
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Chesterfield

Tax Map Serial Number 272009001005

ALL that certain tract of land situate on the southern edge of the Town of Cheraw, Chesterfield County, South Carolina, being partly within the corporate limits of the Town of Cheraw and partly without the said corporate limits of the Town of Cheraw, containing 91.63 acres, more particularly described as follows: Commencing at an iron in the western edge of the right-of-way of South Carolina Highway S 13-148 (known as the Old Cash Road), which iron is 432 feet north of the intersection of the rights-of-way of the said S.C. Highway #13-148 and S 13-388, which iron is also a corner of the Etson T. Moore residence property and running thence N 68-25 W for a distance of 513.9 feet to an iron pipe; thence S 35-35 W for a distance of 524 feet through an iron pipe set at the edge of the road to a point in the center line of Highway S 13-388 being 66 feet wide; thence N 75-45 W for a distance of 273 feet along the center line of said Highway to a point; thence N 73-45 W for a distance of 1991 feet along the center line of said Highway to a point; thence N 60-07 E for a distance of 951 feet to an iron pipe; thence N 69-43 E for a distance of 598 feet to an iron pipe; thence N 69-15 E for a distance of 255 feet to an iron; thence N 22-45 W for a distance of 613 feet to a concrete post; thence N 61-12 E for a distance of 566 feet to an iron pipe; thence N 69-50 E for a distance of 215 feet to an iron pipe; thence N 87-46 E for a distance of 121.3 feet to an iron pipe; thence S 87-00 E for a distance of 98.5 feet to an iron pipe in Branch; thence S 61-50 E for a distance of 304 feet to an iron pipe; thence S 43-15 E for a distance of 376 feet to an iron pipe; thence S 42-25 E for a distance of 330 feet to an iron pipe; thence S 38-00 E for a distance of 390 feet to an iron pipe; thence S 05-45 E for a distance of 320 feet to a point in the westerly line of Highway S 13-148; thence S 26-06 W for a distance of 55 feet along the westerly line of said Highway to an iron pipe; thence N 63-54 W for a distance of 150 feet to an iron pipe; thence S 26-06 W for a distance of 225 feet to an iron pipe; thence S 63-54 E for a distance of 150 feet to an iron pipe in the westerly line of Highway S 13-148; thence S 26-06 W for a distance of 596 feet along the westerly line of said Highway to the point and place of beginning.

THE said tract of land is generally bounded as follows: On the Northwest and West by lands formerly of Evans, by the Seaboard Coast Line Railroad Company, by lands belonging now or formerly to the Campbell Estate; on the North and Northeast by the right of-way of the Seaboard Coast Line Railroad Company and by lands belonging to the heirs of Sara Davis; on the East by the right-of-way of the Seaboard Coast Line Railroad Company, by the right-of-way of South Carolina Highway S 13-148 and by lots belonging to Berry Hill Builders, Inc.; and on the South by the residence property of Etson T. Moore and by South Carolina Highway S 13-388.

LESS AND EXCEPT:

ALL that certain piece, parcel or tract of land, lying and being situate on the southern edge of the Town of Cheraw, Chesterfield County, South Carolina, containing 11.47 acres, more or less, as shown and delineated on a certain plat entitled "Cheraw Yarn Mills, Inc." made by John M. Jackson, III, R.L.S., dated February 18, 1983; said plat being of record in the Office of the Clerk of Court for Chesterfield County in Plat Book 32 at Page 186. Said tract of land is more particularly described as follows: Commencing at a point on s.c. Highway 13-388 where the property adjoins property of Chesterfield County (The Stanley Works), running thence along the center line of said Highway N 74 31" W for a distance of 800.17 feet to a spike in the center line of said highway; thence N 15 46" 11 E for a distance of 238.5 feet to an iron; thence N 59 25" E for a distance of 615.5 feet to a point; thence N 68 45 11 E for a distance of 332.7 feet to an iron; thence N 84 45 11 E for a distance of 112 .6 feet to an iron; thence S 150 29" W for a distance of 920.4 feet to the beginning corner in the center of S.C. Highway 13-388.

REFERENCE is craved to the aforesaid recorded Plat for a more particular description as to metes and bounds.

THIS being the same property conveyed to the County of Chesterfield by The Stanley Works by Deed dated October 16, 1973 and recorded October 19, 1973 in Deed Book 227 at Page 205 in the Office of the Clerk of Court for Chesterfield County.