

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE Clisco Vincent

**VOLUNTARY CLEANUP CONTRACT  
18-5267-RP**

**IN THE MATTER OF  
DRESSER INDUSTRIES - JEFFREY MANUFACTURING SITE  
ANDERSON COUNTY  
and  
KOMATSU MINING CORP. and GOODMAN CONVEYOR COMPANY**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Komatsu Mining Corp. (f.k.a. Joy Global Inc.), and Goodman Conveyor 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 Dresser Industries-Jeffrey Manufacturing Site ("Site"). The facility property is located at 645 Floyd Wright Drive, Belton, South Carolina ("Property"). The Property includes approximately 24 acres and is bounded generally by US Highway 76 on the east; Floyd Wright Drive (S-4-317) on the south; by undeveloped woodland beyond which is Hencoop Creek on the west; and undeveloped woodland and US Highway 76 on the north. The Property is identified by the County of Anderson as Tax Map Serial Number 2510005010. 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. "Respondents" shall mean Komatsu Mining Corp. and Goodman Conveyor Company. Komatsu Mining Corp. is a foreign corporation with its principal place of business located at 4400 W. National

Avenue, Milwaukee, Wisconsin. Goodman Conveyor Company (wholly owned subsidiary of Komatsu Mining Corp.) is a foreign corporation authorized to do business in 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 Respondents.

- 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. The original owner of the facility was Jeffrey Manufacturing. The facility was first developed in 1961. In 1974, the facility was acquired by Dresser Industries, Inc. and became known as Jeffrey-Dresser. The facility was purchased by a predecessor of Goodman Conveyor Company in 1984. Joy Global Inc. ("JG") acquired Goodman Conveyor Company in 2008, when it purchased all of the capital stock of N.E.S. Investment Co. which was the sole shareholder of Continental Global Group, Inc., the sole shareholder of Goodman Conveyor Company.

- B. The primary use of the facility has been for the manufacturing of conveyor systems associated with the mining industry. Specific operations have included metal cutting, machining, grinding, shaping, welding, painting, and assembly. Operations at the facility ceased in 2014.
- C. In 1986 the former gasoline underground storage tank located in the northeast portion of the Property was closed by removal.
- D. In 1986 a Remedial Investigation was completed which determined contamination was present in and around the former waste water holding pond.
- E. In 1987 the former waste water holding pond and associated oil/water separator were closed with oversight provided by the Department. Approximately 7,000 gallons of waste water was removed from the pond for off-site disposal. The Department also approved soil remediation by off-site disposal.
- F. In 1989 the former waste oil UST was closed by in-place abandonment. Soil sample results were below the detection limit.
- G. In 1992, additional site investigation was completed in the area of the drum storage area and former UST distribution lines.
- H. In 1993 soil remediation was completed in the drum storage area and former UST distribution lines. Confirmation sampling was completed to verify remediation was complete.
- I. In 1997 the Department completed a Preliminary Assessment of the Property to evaluate the need for further assessment/remediation. Based upon the results of the investigation, the Department concluded the Property was a Low Priority for further evaluation under the Federal Superfund Program.
- J. In 1998 the USEPA CERCLA Remedial Site Assessment Decision was issued as "No Further Remedial Action Planned". USEPA's rationale was based upon:
  - i. Soil remediation being complete.



- ii. Soil samples with detections were below bench-mark levels.
  - iii. No site contaminants detected in nearby private water wells.
  - iv. Restricted Property access.
  - v. No surface water intakes for drinking water use or wetlands within target distance.
- K. In 2001 an additional investigation was completed to further assess conditions in the areas of the former USTs and former drum storage areas. All results were below the laboratory detection limit or the USEPA Preliminary Remediation Goals with the exception of one soil sample with a total petroleum hydrocarbon ("TPH") result of 210 ppm. The Department concluded that a single elevated detection of TPH did not warrant further investigation.
- L. In 2007 as part of the pre-acquisition environmental due diligence, a Phase II Environmental Site Assessment ("ESA") was completed to investigate potential soil and groundwater impacts resulting from site operation which were identified as Recognized Environmental Conditions ("RECs"), including the following: historical site operations; the former septic system; historical areas of site remediation; former USTs; and the paint drum storage area. Although 1,1-dichloroethene was detected at low concentrations in grab groundwater samples, the results of the investigation concluded that RECs were no longer present on site.
- M. In 2014, JG completed a Phase I ESA. The results of the ESA concluded that two identified RECs and three Historical RECs were present on the Property. The first REC was the historical use of USTs. Although subsurface investigations had been completed at each UST this information had not been submitted to DHEC. The second REC was the historical use of paints and solvents on the Property. It was noted however that the most likely area of environmental concerns had been investigated and/or addressed.
- N. In 2015, JG completed a Focused Phase II ESA to directly

investigate groundwater conditions beneath the Property relating to volatile organic compounds ("VOCs"). The results of this investigation were provided to the Department on August 28, 2015, with the full ESA Report being provided to the Department on November 9, 2015. The ESA indicated, in part, the following:

- i. Information indicates wastes produced at the facility included de-greasing solution (including 1, 1, 1-trichloroethane and likely trichloroethylene), grinding coolant, cutting oil, used oil, grease, and paint waste. A 1979 Department notification of hazardous waste activity indicates on-site disposal of de-greasing solution, cutting oil, and grinding coolant. It is believed this is in reference to the former operation of a small wastewater holding pond, which was closed in 1987.
  - ii. Of the VOC analytes detected, one constituent (1,1-dichloroethylene at 240 µg/L) in groundwater was reported above the maximum contaminant level ("MCL") of 7 µg/L in one monitoring well (MW-2).
- O. Beginning in the first quarter of 2016, and continuing through the time of this Contract, Komatsu Mining Corp. has voluntarily implemented a quarterly groundwater monitoring program to collect data on groundwater conditions relating to metals, VOCs and semi-volatile organic compounds ("SVOCs"). In addition to expanding the Site wide analysis, this quarterly groundwater sampling was implemented to verify 1,1-dichloroethylene ("1,1-DCE") concentrations detected in Site groundwater do not represent a threat to human health or the environment. These reports provide, in part, the following:
- i. Of the VOC analytes detected, one constituent (1,1-DCE at 196 µg/L) in one monitoring well (MW-2) was reported above the MCL.
- P. On August 8, 2017 Komatsu Mining Corp. provided the Department with a technical presentation summarizing the results of the



Property's Remedial investigation. The conclusions of the Property's Investigations were as follows:

- i. 1,1-DCE remains the only chemical of concern >MCL's only at MW-2.
- ii. 1,1-DCE concentrations demonstrate a decreasing trend at MW-2.
- iii. 1,1-DCE concentrations at downgradient well MW-2 (30 feet from property boundary) are less than MCL.

### RESPONSE ACTIONS

3. Respondents agree to submit to the Department for review and written approval within ninety (90) 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 Respondents' contact person for matters relating to this Contract. Respondents will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and notify Respondents in writing of any deficiencies in the Work Plan, and Respondents 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 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 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 Respondents, and Respondents 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 Respondents a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Respondents shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.

4. Respondents 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 Respondents.

5. Respondents 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 Respondents pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Respondents shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the



previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

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

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

Respondents: William C. Stuckey, P.E.  
Komatsu Mining Corp.  
P.O. Box 2307  
Longview, TX 75606-2307  
Bill.Stuckey@mining.komatsu

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. Respondents 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 §§ 44-56-200 and 44-56-740, Respondents 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:

Respondents:       Komatsu Mining Corp.  
                          Attention: Mr. William C. Stuckey, P.E.  
                          PO Box 2307  
                          Longview, TX 75606-2307

All of Respondents' 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). Respondents 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 Respondents are 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 Respondents.

### RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Respondents have completed the Response Actions required under this Contract, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Respondents and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. Respondents or the current owner of the Property shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Anderson 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 Respondents or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Respondents or subsequent owners of the Property shall file an annual report with the Department by May 31<sup>st</sup> 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, the Respondents, their

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, the Respondents 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 and 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 Respondents for any matters not expressly addressed by and settled through this Contract.



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

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

In consideration of the Department's covenant not to sue, Respondents, 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.

17. Respondents 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 Respondents elect to terminate, they 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 caused by any Response Action undertaken pursuant to this Contract 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 the undertaking of such Response Action.

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 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Respondents, their parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Respondents' 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 Respondents to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the 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 Respondents 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:  DATE: 11-8-2018  
~~Daphne G. Neel, Chief~~ Henry J. Porter, Chief  
Bureau of Land and Waste Management  
Environmental Quality Control

 DATE: 11/5/18  
Reviewed by Office of General Counsel

KOMATSU MINING CORP.

 DATE: 8/31/18  
Signature  
Ed Bathelt  
Exec. V.P + General Counsel  
Printed Name and Title

GOODMAN CONVEYOR COMPANY

 DATE: 8/31/18  
Signature  
P. SALOTTI, PRESIDENT  
Printed Name and Title

**APPENDIX A**

**Legal Description of the Property**

County of Anderson

Tax Map Serial Number 2510005010

ALL that certain piece, parcel or lot of land lying and being in Anderson County, State of South Carolina, containing 24.32 acres, more or less, and having according to a survey for Goodman Conveyor Company, Inc., dated November, 1984, prepared by Dalton & Neves Co., Inc., Engineers, the following metes and bounds, to-wit:

BEGINNING at an iron pin (P.O.B) at the northwest intersection of the right of way of S. C. Highway No. 317 and the centerline of Norfolk-Southern Railway System, thence running with the northern right of way of S.C. Highway No. 317, S. 67-49 W. 899.72 feet to an old iron pin; thence leaving said right of way and running along property of West N/F, N. 41-03 W. 1099.09 feet to an iron fence post; thence continuing along West N/F property line, N. 48-58 E. 851.41 feet to a nail and cap in the center line of Norfolk-Southern Railway System; thence along center line of said railway, S. 41-03 E. 1389.87 feet to the point of beginning, containing 24.32 acres of 1,059,490 square feet, inclusive of the right of way.

TMS #251-00-05-010