



December 15, 2021

Certified Mail

Mr. Bart deBie
SB Forging, Inc.
30 Old Kings Highway South
Darien, CT 06820

**Re: Responsible Party Voluntary Cleanup Contract
Ajax Rolled Ring Site; York County**

Dear Mr. deBie:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 22-5861-RP which was executed by the Department on December 14, 2021.

Thank you for your patience and cooperation in this matter. The Department continues to look forward to working with SB Forging Company, 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,

A handwritten signature in blue ink that reads "Elisa Vincent".

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)
Veronica Barringer, Director, Midlands EQC Region (w/ enclosure)
Kim Kuhn/Shawn Reed/Linda Jackson, L&WM (w/ enclosure)
BLWM File 401459

**VOLUNTARY CLEANUP CONTRACT
22-5861-RP**

**IN THE MATTER OF
AJAX ROLLED RING SITE, YORK COUNTY
and
SB FORGING COMPANY, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and SB Forging Company, 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 Ajax Rolled Ring Site ("Site"). The SB Forging Company, Inc. property is located at 500 Wallace Way, York, South Carolina ("Property"). The Property includes approximately 29.10 acres and is bounded generally by the Episcopal Church Home for Children to the south, Fram Filtration to the west, undeveloped woodlands to the north, and single-family residences to the east. The Property is identified by the County of York as Tax Map Serial Number 0701801036. 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. "SB Forging" shall mean SB Forging Company, Inc. SB Forging is a corporation with its principal place of business located at 10 East 40th Street, 42nd Floor, New York, NY.
- 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 SB Forging.
- 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. In 1979, the Property was owned and operated by Edgewater Steel Company, a Pennsylvania corporation. Edgewater Steel Company manufactured rolled steel rings. In 1982, Edgewater Steel Company changed its name to Edgewater Corporation.
 - B. In 1986, Ajax Rolled Ring & Machine, Inc. purchased the Property from Edgewater Corporation.
 - C. Ajax Rolled Ring & Machine, Inc. manufactured seamless rolled rings used in construction equipment and machinery for military, power-generation, petrochemical, and industrial applications.
 - D. In 1990, Ovako North America, Inc. a Delaware corporation, purchased Ajax Rolled Ring & Machine, Inc.
 - E. In 1992, approximately 420 tons of soil were reportedly excavated from four areas of concern (i.e., approximately 40 tons from the oil tank loading area; approximately 43 tons from the burn area; approximately 284 tons from stained areas north of the

manufacturing building; and approximately 52 tons from the cooling tower area) that were identified during environmental assessments performed in 1990. Excavated soils were transferred to a soil treatment facility. All four areas were excavated to a clean status (<100 ppm TPH) in accordance with the agreed upon closure plan. In 2000, soil and groundwater were analyzed for TPH, eight RCRA metals, and volatile organic compounds (VOCs). No analytes were found to be present above their screening levels, background concentrations, or the maximum contaminant levels (MCLs).

- F. On August 9, 2002, Ovako North America, Inc. sold the common stock of Ovako Ajax, Inc to eXpert Forge & Machine of Delaware, Inc. On August 13, 2002, the facility name Ovako Ajax, Inc. was changed to eXpert Forge and Machine of Michigan, Inc. The new company operated under the name of Ajax Rolled Ring and Machine, Inc. On December 31, 2002, Ovako Ajax, Inc. merged into eXpert Forge & Machine of Michigan, Inc. (eXpert), but operated as Ajax Acquisition Corporation, a Delaware corporation, during the buy-out process. Shortly thereafter, eXpert was doing business as Ajax Rolled Ring & Machine, Inc.
- G. In 2005, Dogwood Equity, a private equity firm, purchased Ajax Rolled Ring & Machine, Inc., and continued to do business as Ajax Acquisition Corporation.
- H. On information and belief, groundwater contamination was discovered at the Site in early 2007 during an assessment conducted by a prospective purchaser, CN Crag Gillespie, LLC. Trichloroethene (TCE) was detected in the groundwater at a concentration of 25 ug/l, exceeding the United States Environmental Protection Agency's MCL for TCE of 5 ug/l. Sampling results detected no soil contamination.
- I. On June 15, 2007, the Property was conveyed from eXpert Forge & Machine, Inc. to CN Crag Gillespie, LLC.

- J. In 2008, the groundwater contaminant plume was delineated and monitoring of the plume continued through 2012.
- K. On April 3, 2008, Ajax Acquisition Corporation changed its name to Ajax Rolled Ring & Machine, Inc.
- L. On October 6, 2011, Ajax Rolled Ring & Machine, Inc. converted to Ajax Rolled Ring & Machine, LLC (Ajax).
- M. On October 14, 2011, the Property was transferred from CN Crag Gillespie, LLC, a Delaware limited liability company, to Ajax.
- N. In 2012, the Department requested Ajax develop and submit for approval a Feasibility Study to evaluate remedial alternatives.
- O. On June 30, 2014, the Department invited Ajax to enter the Department's Voluntary Cleanup Program (VCP). On July 30, 2014, Ajax advised it was in the process of a buy-out and, thereafter, the Department provided an extension until after Ajax's corporate purchase.
- P. On December 23, 2014, FOMAS, Inc. voluntarily agreed to enter the VCP.¹
- Q. Also, on December 23, 2014, Ajax provided the Department reports of additional investigations of the Site performed by a prospective purchaser (said investigations were not overseen by the Department), including the September 2014 Limited Phase II Environmental Site Assessment (ESA) and November 2014 Phase II ESA Validation Sampling.
- R. On or around February 19, 2015, Ajax was merged into FOMAS, Inc., a Delaware corporation. FOMAS, Inc. continued operating as a rolled ring manufacturer.
- S. In October 2020, FOMAS, Inc. injected amendments into 34 injection wells to facilitate remediation of TCE and its degradation products in groundwater in an area east of the main Site building in accordance

¹ FOMAS, Inc. asserts it has (or previous owners have) performed environmental investigations of and performed a removal action at the Property.

with an approved pilot test work plan. FOMAS, Inc. subsequently performed post-injection monitoring events in December 2020 and January 2021. Summary reports of the injection activities and initial post-injection groundwater monitoring events were submitted to the Department in February 2021.

- T. Effective July 15, 2021, SB Forging Company Inc. agreed to take over remedial efforts at the Site for FOMAS, Inc.
- U. On July 30, 2021, FOMAS, Inc. submitted 2021 second quarter groundwater monitoring report for the pilot study to the Department which included the results of post-injection monitoring conducted in May 2021. The Department sent an approval letter for the groundwater monitoring report on August 20, 2021.

RESPONSE ACTIONS

3. Within sixty (60) days of execution of this contract, SB Forging will submit a groundwater monitoring plan to the Department. The groundwater monitoring plan shall outline the frequency of sampling, analytical methods, sampling procedures, and the proposed monitoring wells that will be sampled. The Groundwater Monitoring Plan shall include any sampling required to complete the Pilot Study, as well as a schedule and proposal for long-term groundwater monitoring. The groundwater monitoring plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and SB Forging's contact person for matters relating to this Contract. SB Forging will notify the Department in writing of changes in the contractor or laboratory.

4. SB Forging agrees to submit to the Department for review and written approval within ninety (90) days of completion of the Pilot Study Groundwater monitoring activities, a Pilot Study Report for the Site that is consistent with the technical intent of the National Contingency Plan. The Department will review the Pilot Study Report and will notify SB

Forging in writing of any deficiencies in the Report. SB Forging will respond in writing to the Department's comments within thirty (30) days. The Pilot Study Report 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.

5. If determined necessary by the Department, SB Forging will conduct a Feasibility Study or other evaluation of cleanup alternatives for addressing Contamination at the Site.

6. SB Forging shall prepare and submit under separate cover from the Pilot Study Report, 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 SB Forging.

7. SB Forging 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 SB Forging pursuant to this Contract. Email is acceptable to satisfy the notification requirements of this paragraph.

8. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, unless an alternate schedule is approved by the Department in writing, SB Forging 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.

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

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

The Department: 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

SB Forging Company, Inc.: Bart J. deBie, President
10 East 40th Street, 42nd Floor
New York, NY 10016

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

10. Upon execution of this Contract by SB Forging, 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. SB Forging 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

11. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, SB Forging shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required

transferee of the Property, and to any owner of other property that is included in the Site. If SB Forging 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 SB Forging.

RESTRICTIVE COVENANT

13. If hazardous substances in excess of residential standards exist at the Property after SB Forging has 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 SB Forging and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. SB Forging or the current owner of the Property shall file this restrictive covenant with the Register of Deeds in York 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 SB Forging or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. SB Forging 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

14. 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.

15. Subject to the provisions of Paragraph 17 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.

16. Subject to the provisions of Paragraph 17 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 SB Forging for any matters not expressly addressed by and settled through this Contract.

17. Upon successful completion of the terms of this Contract, SB Forging shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that SB Forging 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 SB Forging a Certificate of Completion that provides a covenant not to sue to SB Forging, 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 is contingent upon the Department's determination that SB Forging successfully and completely complied with this Contract.

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

18. SB Forging 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 SB Forging 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.

19. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by SB Forging, 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 SB Forging'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 SB Forging to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

20. Upon termination of this Contract, the covenant not to sue will be null and void. Termination of this Contract by SB Forging or the Department does not end the

SIGNATURE Elisa Vincent

obligations of SB Forging to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

21. 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: 12-14-2021
Henry J. Porter, Chief
Bureau of Land and Waste Management
S.C. Department of Health & Environmental Control

[Signature] DATE: 12/14/21
Reviewed by Office of General Counsel

SB FORGING COMPANY, INC.

[Signature] DATE: 11/30/21
Signature
Bart J. deBie, President
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of York

Tax Map Serial Number 0701801036

All that certain piece, parcel or tract of land situate, lying and being located in York County, State of South Carolina, containing 29.096 acres, as shown on a plat entitled "ALTA/ACSM Land Title Survey for Ajax Project", dated March 25, 2007, prepared by Barrett Surveying Group, LLC (R. Scott Barrett, PLS, SC Registration No. 23203), and recorded in Plat Book D-223 at Pages 9 and 10 and Book D-224 at Page 1 in the office of the York County Register of Deeds.

BEING the same property conveyed to Ajax Rolled Ring & Machine, LLC by deed of CN Crag Gillespie, LLC recorded in Book 12209 at Page 6 in the office of the York County Register of Deeds.