Healthy People. Healthy Communities.

July 1, 2021

VIA REGULAR MAIL

The Honorable Lee Montgomery
Mayor of Great Falls
810 Dearborn Street
Great Falls, South Carolina 29055

Re: Executed Voluntary Cleanup Contract 21-5488-NRP
Republic Mill #1
Chester County

Dear Mayor Montgomery:

Enclosed please find a certified true and correct copy of executed Voluntary Cleanup Contract 21-5488-NRP (VCC) for the Town of Great Falls (Great Falls) regarding the Republic Mill #1 property (Property) located in the Town of Great Falls and Chester County, South Carolina, and as identified more specifically in the enclosed VCC. The VCC was executed by the Department on June 29, 2021.

I look forward to continuing to work with Great Falls in completing the requirements of the VCC under the South Carolina Voluntary Cleanup Program. Should you have any questions or concerns, please do not hesitate to contact me at gormanak@dhec.sc.gov or (803) 898-0929.

Sincerely,

Angela Gorman

Angela Gorman, Project Manager
Brownfields/Voluntary Cleanup Program
Site Assessment, Remediation, and Revitalization
Bureau of Land and Waste Management

Enclosure: Certified True and correct Copy of VCC 21-5488-NRP

cc: Glenn Smith, Town of Great Falls (via electronic mail)
Tyler Lewis, Catawba Regional Council of Governments (via electronic mail)
Gail Jeter, Cardno (via electronic mail)
Veronica Baringer, Area Director, BEHS Lancaster (via electronic mail)
BLWM File # 56938

VOLUNTARY CLEANUP CONTRACT
21-5488-NRP

IN THE MATTER OF
REPUBLIC MILL #1, CHESTER COUNTY
and
TOWN OF GREAT FALLS

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the Town of Great Falls, with respect to the Property located on the east side of Dearborn Street, Great Falls, South Carolina. The Property includes approximately eleven acres identified by Tax Map Serial Number 202-13-02-003-000. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of March 15, 2021, and any amendments thereto, by the Town of Great Falls, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2018); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2018); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.; the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2018); and the Pollution Control Act (PCA), S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2018).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein 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 the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

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A. "Great Falls" means the Town of Great Falls.

B. "Beneficiaries" means Great Falls' Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.

C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.

D. "Contract" means this Voluntary Cleanup Contract.

E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.

G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Great Falls or its Beneficiaries.

H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

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I. "Site" means all areas where a contaminant, petroleum, or petroleum product 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.

J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

A. Owners and Operators: The owners and operators of the Property include the following:

Southern Power Company	Unknown to 1946
West Point Pepperell, Inc.	1946 to 1983
Kratex Textile Machinery Sales & Service, Inc.	1983 to 1986
First State Savings and Loan, Division of Poughkeepsie Savings Bank, FSB	1986 to 1987
Donald R. Hoover and Jo S. Hoover	1987 to 1990
James Paul Gile, IRA	1990 to 1997
Chester County Forfeited Land Commission	1997 to 2003
GFSC Inc.,	2003 to 2004
Great Falls Mills, Inc.	2004 to 2005
C & S Demolition, LLC	2005 to 2019
Chester County Forfeited Land Commission	2019 to Present

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B. Property and Surrounding Areas: The Property is bounded generally by South Dearborn Street to the west, Church Street followed by commercial and undeveloped property to the north, a former railway line followed by the Catawba River to the west, and Farrow Road followed by residential property to the south. The western half of the Property is generally level with the adjacent South Dearborn Street, while the eastern portion of the Property drops in elevation toward the Catawba River and is densely overgrown with vegetation.

The Property was developed as a cotton textile mill in the early 1900s. Historical records identify mill buildings on the Property including a main mill, water tower, water plant building, pump house, transformer building, and two cotton warehouses. A fire suppression reservoir was located to the east of the former main mill building. A rail spur entered the Property from the north.

The former main area of textile mill operations was in the western portion of the Property, which is currently mostly covered with former building foundations, wall remnants, asphalt paving, and large piles of building debris. A former fire suppression pond is present in the central portion of the Property. With the exception of the former freight elevator and water plant building, the portions of buildings that remain are demolished and overgrown with vegetation.

Investigations / Reports: A Phase II Environmental Site Assessment (Phase II ESA) was completed in 2019 (Cardno, December 2019) through an EPA Brownfields Assessment Grant by the Catawba Regional Council of Governments. The Phase II ESA included the sampling and analysis of eighteen (18) soil borings and six (6) groundwater monitoring wells across the Property. The Phase II ESA identified elevated concentrations of metals and polycyclic aromatic hydrocarbons (PAHs) in soils near the former boilers, smokestack, coal trestle, and transformer house. Additionally, low levels of groundwater contamination were detected across the site.

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A. Applicant Identification: The Town of Great Falls is a South Carolina local government with its principal place of business located at 810 Dearborn Street, Great Falls, South Carolina, 29055.

B. Proposed Redevelopment: Great Falls plans to convert the Property to a park and recreational area in support of the whitewater recreational site that Duke Power is developing on the Catawba River adjacent to the Property.

CERTIFICATIONS

2. Great Falls has certified upon application that: 1) Great Falls is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

3. Great Falls agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Great Falls, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Great Falls, or its designee, in accordance with the schedule provided in the initial Work Plan. Great Falls acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Great Falls agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Great Falls may seek an

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amendment of this Contract to clarify its further responsibilities. Great Falls shall perform all actions required by this Contract, and any related actions of Great Falls' choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.

2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).

3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Great Falls shall identify and obtain the applicable permits before beginning any action.

4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.

5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:

a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.

b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012 & Supp. 2018). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.

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c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:

i. the full EPA Target Analyte List with chromium speciation to analyze for hexavalent chromium (TAL);

i). EPA Target Analyte List excluding cyanide but with chromium speciation to analyze for hexavalent chromium (TAL-Metals);

ii. the full EPA Target Compound List (TCL);

i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);

ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);

iii). EPA Target Compound List Pesticides (TCL-Pesticides);

iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

d). All analytical methods shall be capable of achieving appropriate reporting levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL," if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

6). The Work Plan shall include the names, addresses, and telephone numbers of Great Falls' consulting firm(s), analytical laboratories, and Great Falls' contact person for matters relating to this Contract and the Work Plan.

a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.

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b). Great Falls shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.

7). The Department will notify Great Falls in writing of approvals or deficiencies in the Work Plan.

8). Great Falls, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

9). Great Falls shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.

10). Great Falls shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

11). Great Falls shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Great Falls shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.

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2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

1). Great Falls shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.

a). Construction and demolition debris;

b). Asbestos containing materials.

2). Great Falls shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Great Falls shall expeditiously stabilize or remove the Segregated Source from the Property.

4). Great Falls shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal actions. Great Falls shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

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D. Assess soil quality across the Property:

1). Great Falls shall collect and analyze soil samples across the Property to characterize the extent of contaminants in soil identified in the Phase II ESA (dated December 5, 2019). Soil samples shall be collected on a grid of no greater than 100 feet in all areas where recreational use is planned without installation of engineering controls to prevent exposure to soil, excepting any areas where currently existing building foundations or other impermeable barriers are present in good condition and will be maintained. Great Falls shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each soil sample location.

2). Each surface soil sample shall be analyzed for arsenic, lead, chromium (with chromium speciation to analyze for hexavalent chromium), and TCL-PAHs. Each subsurface sample shall be analyzed for arsenic, lead, chromium (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs and TCL-PAHs.

3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

E. Assess surface water and sediment quality:

1). Great Falls shall collect and analyze two (2) sediment samples, if applicable, and two (2) water samples from the former fire suppression pond and from any other water bodies that may be present on the Property.

2). All surface water samples shall be analyzed for the TAL-Metals (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOCs. Sediment samples shall be analyzed for the full EPA TAL with

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chromium speciation to analyze for hexavalent chromium (includes cyanide), and EPA-TCL.

3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012 & Supp. 2020), based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

F. Institute reasonable Contamination control measures:

1). Great Falls shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.

a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:

i. Asbestos containing material

ii. Construction and demolition debris

b). Great Falls shall conduct removal of Waste Material and Segregated Sources in a manner to minimize disturbance of soil. Any removal of soil from the Property, and any substantial disturbance of soil shall only be conducted in accordance with a Department approved plan.

c). Great Falls shall document the characterization results and the ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.

d). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit

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or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Great Falls shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.F.2 below. Great Falls shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.

2). Great Falls shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Great Falls shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, Great Falls shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.

a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:

i. Contaminants in soil

ii. Contaminants in groundwater

b). Great Falls may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Great Falls shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and

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any data gaps that need to be addressed to complete the risk assessment.

c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract

d). Upon completion of any corrective measures, Great Falls shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Great Falls shall propose a Media Management Plan. The Media Management Plan shall address procedures for management of contaminated media when disturbed, characterization of any soil or groundwater that is to be removed from the Property, and offsite disposal of any contaminated soil and groundwater that is to be removed from the Property at a permitted waste disposal facility. Upon completion of Property development and soil disturbance, a report of the soil management activities shall be submitted to the Department documenting the areas and depths of soil removal, all soil and groundwater sampling results, quantities of contaminated soil and groundwater removed from the Property, their disposal locations, and disposal manifests.

4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

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G. Abandon monitoring wells:.

1). Great Falls shall abandon monitoring well(s) that were installed on the Property in 2019 prior to initiation of any activities that may damage the monitoring wells. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012 & Supp. 2018).

HEALTH AND SAFETY PLAN

4. Great Falls shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Great Falls agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Great Falls.

PUBLIC PARTICIPATION

5. Great Falls and the Department will encourage public participation to implement this Contract as follows:

A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 (2018) upon signature of this Contract by Great Falls.

B. Great Falls shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

1). The sign(s) will state "Voluntary Cleanup Project by the Town of Great Falls under Voluntary Cleanup Contract 21-5488-NRP with the South Carolina

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Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Great Falls. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432."

2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.

3). Great Falls shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).

4). Great Falls agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.

5). Great Falls shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.

6). The sign(s) may be removed to accommodate building or grading activities; however, Great Falls shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

6. Great Falls shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within thirty (30) days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

1). The actions taken under this Contract during the previous reporting period;

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2). Actions scheduled to be taken in the next reporting period;

3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and

4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

7. Great Falls shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Great Falls shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

8. Great Falls or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to prohibit groundwater use, and to prohibit residential use. Additional restrictions may be required based on the response actions completed under this Contract. Additional restrictions shall be required if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract, and as may be required per Paragraphs 4.F.1.c. or 4.F.2.c of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp.

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2017). The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to Great Falls. An authorized representative of Great Falls or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

B. Great Falls or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.

C. Great Falls or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.

D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Great Falls or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.

F. The Declaration shall reserve a right of entry and inspection for Great Falls or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.

   1). Great Falls or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.

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2). Great Falls or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Great Falls acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

H. Great Falls or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st of each year in a manner and form prescribed by the Department.

I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

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SIGNATURE M. Mazzy

NOTIFICATION

9. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Great Falls shall be submitted to Great Falls' designated contact person who as of the effective date of this Contract shall be:

Lee Montgomery, Mayor
Town of Great Falls
810 Dearborn Street
Great Falls, South Carolina 29055

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SIGNATURE M. Mco-C

FINANCIAL REIMBURSEMENT

10. Great Falls or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D) (2018). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Great Falls on a quarterly basis. In recognition of Great Falls' status as a local government entity, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to reinstate oversight billing upon thirty (30) day notice to Great Falls; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Lee Montgomery, Mayor
Town of Great Falls
810 Dearborn Street
Great Falls, South Carolina 29055

A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to Paragraph 16 herein.

B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to Paragraph 16 herein.

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ACCESS TO THE PROPERTY

11. Great Falls agrees the Department has an irrevocable right of access to the Property for environmental response matters after Great Falls acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

12. A Certificate of Completion shall be issued to Great Falls or its Beneficiaries for the Property under this Contract as follows:

    A. Great Falls or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) (2018) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property and 2) the cost of all environmental work conducted pursuant to this Contract.

    B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Great Falls or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760 (2018).

    C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.

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1). A Provisional Certificate of Completion will include specific performance standards that Great Falls or its Beneficiaries shall continue to meet.

2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Great Falls or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Great Falls or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Great Falls shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations, and protections of this Contract apply to and inure to the benefit of the Department, Great Falls, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

A. Great Falls or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any Successor. Transmittal of the Contract copy may be via any commonly accepted mechanism.

B. Great Falls and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a

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Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.

C. If the Certificate of Completion has not been issued, Great Falls or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

1). Is not a Responsible Party for the Site;

2). Has sufficient resources to complete the activities of this Contract;

3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;

4). Will assume the protections and all obligations of this Contract; and

5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Great Falls or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has

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approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Great Falls, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination shall provide Great Falls or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

1). Failure to complete the terms and conditions of this Contract;

2). Change in Great Falls' or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;

3). Failure to submit timely payment for costs upon receipt of the Department's invoice;

4). Failure of Great Falls or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Great Falls or its Beneficiaries;

5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;

6). Failure by Great Falls or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or

7). Failure by Great Falls or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Great Falls' or its Beneficiaries' marketing

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SIGNATURE M. Moz

efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Great Falls or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Great Falls or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

D. Termination of this Contract by any party does not end the obligations of Great Falls or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

E. Upon termination of this Contract, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the Contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Great Falls and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

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SIGNATURE M. Moody

A. Effective on the date this Contract is first executed by the Department:

1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and S.C. Code Ann. § 44-56-200 (2018).

2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H) (2018).

3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

1). The Department's covenant not to sue Great Falls and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by Great Falls or its Beneficiaries.

2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Great Falls or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Great Falls and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by Great Falls or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Great Falls and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Great Falls and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response

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actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY GREAT FALLS

19. Great Falls retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Great Falls and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Great Falls and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Great Falls and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Great Falls or its Beneficiaries. Great Falls and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY GREAT FALLS AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Great Falls and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

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AND CORRECT COPY
SIGNATURE

SIGNATORIES

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

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BY: _____ DATE: 6-29-2021

Henry J. Porter, Chief
Bureau of Land and Waste Management

_____ DATE: 6/28/21

Reviewed by Office of General Counsel

TOWN OF GREAT FALLS

BY: _____ DATE: 5-7-21

Lee Montgomery - Mayor
Printed Name and Title

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY
SIGNATURE _____

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

Town of Great Falls

March 15, 2021

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AND CORRECT COPY
SIGNATURE

Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity *(Each Co-Entity must complete items 1-8)*
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☑ Government / Other Public Funded Entity
3. Applicant's Legal Name Town of Great Falls, South Carolina
4. Contract Signatures for this Applicant

a. Authorized Signatory

Lee Montgomery	Mayor	greatfalls@truvista.net
Name	Title	Email
810 Dearborn Street	803-482-2055	803-482-4155
Address	Phone1	Phone2
Great Falls	South Carolina	29055
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Glenn Smith	Mayor, Pro Tem	803-482-4747	gsmith209@hotmail.com	☑
		803-482-5747 (mobile)		☐
		( ) -		☐

5. Physical Location of Applicant's Headquarters

810 Dearborn Street		
Street address		Suite Number
Great Falls	South Carolina	29055
City	State	Zip

6. Mailing address: ☑ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

7. Company Structure Information ☑ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in _____ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name

RECEIVED
MAR 15 2021
SITE ASSESSMENT, REMEDIATION, & REVITALIZATION

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☐ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Lee Montgomery — Authorized Signatory

Glenn R Smith — Co Signatories

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SIGNATURE M. Moore

II. Property Information

9. Location Eastern side of Dearborn Street in Great Falls (No street number assigned), approximately bounded by Farrow St and Church St

   a. Physical Address _____

   b. County Chester Zip Code 29055

   c. ☐ Property is outside any municipal boundaries ☑ Property is inside the municipal limits of Great Falls (town/city)

10. List any Companies or Site names by which the Property is known

    Republic Mill 1 J. P. Stevens

11. Total Size of Property Covered by this Contract Eleven Acres

12. How many parcels comprise the Property? One

13. Current Zoning (general description)

    C1, central commercial district

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☑ No

    b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

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15. Parcel Information *Complete the information below for each Parcel (attach additional sheets if needed)*

a. Tax Map Parcel# 202-13-02-003-000
b. Acreage 11
c. Current Owner Chester County Forfeited Land Commission
d. Owner Mailing Address PO Drawer 686
Chester SC 29706
e. Contact Person for Access Donald A Wade
f. Access Person's Phone #
g. Is Parcel CurrentlyVacant? ☑ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☑ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☐ Never Operated on the parcel
☑ Not operating since 1979 (approx date)
☐ In operation: nature of the business

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel CurrentlyVacant? ☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business

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b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel CurrentlyVacant? ☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
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☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business

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SIGNATURE M. Moz

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The Town of Great Falls desires to convert this property to a park/recreational area in support of the whitewater recreational site that Duke is developing on the Catawba River that is adjacent to this property.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☑ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☐ Yes Anticipated Number_____
☑ No

19. Projected Increase to the Tax Base as a result of this redevelopment: $ 0, publicly owned

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☑ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

The Town of Great Falls desires to obtain this property adjacent to the Catawba River and maintain it as greenspace and/or recreational space in conjunction with the whitewater recreational development that Duke is creating on the river

21. Anticipated date of closing or acquiring title to the property April / ____ / 2021

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

Lu Montgomery Glenn R Smith
Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

Cardno, Inc.				
Company				
1812 Lincoln Street, Suite 301	Columbia	SC	29201	
Address	City	State	Zip	
Gail Rawls Jeter		803 929 6059	803 210 6080	Gail.Jeter@Cardno.com
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Peter Whitehouse		803 576 4771	910 580 7901	Peter.Whitehouse@Cardno.com
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

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SIGNATURE M. Moss

24. Legal Counsel (Optional)

Coleman & Tolen, LLC
Firm

Creighton B. Coleman — 803-635-6884
Attorney — Phone1 — Phone 2

Post Office Box 1006 — Winnsboro — SC — 29180 — creighton@colemantolen.com
Street Number or PO Box — City — State — Zip — email

25. Applicant's Billing Address ☑ Same as Contact person in #6 above Go to question #26

Financial Contact — Title

Company — Phone

Address

City — State — Zip

26. **Financial Viability**

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☑ Waiver Requested (*Check Box If applicable*)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Lee Montgomery Glenn R Smith

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☑ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☑ New report completed in the past six months by Cardno, Inc.
(Name of Environmental Firm)

☐ Older report updated in the past six months by _____
(Name of Environmental Firm)

29. Environmental sampling data and other reports: *(check one)*

☐ The Applicant is not aware of any environmental testing on the property
☑ The Applicant believes the Department already has all environmental data in its files on: Republic Mill # 1
(Site Name)
☐ The Following reports are attached:

Report Date	Report Name	Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☑ Enclosed with this Application as an Attachment
☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Lee Montgomery Glenn R Smith

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	☐ Y ☐ N	
Assigned File Number		
Assigned Contract Number		

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SIGNATURE M. McCoy

Former Owners/Operators
Republic Mill 1
To be Acquired by the Town of Great Falls
TMS 202-13-02-003-000

To the best of our knowledge:

Chester County Forfeited Land Commission PO Drawer 686 Chester SC 29706	Current Owner
C & S Demolition, LLC 680 Nelson Rd. Milledgeville, GA, 31061	May 6, 2005 – January 25, 2019 Please Note: The Georgia Secretary of State's website indicates that this LLC is dissolved.
Great Falls Mills, Inc Registered Agent Jaime Van Zadeloff 296 Tom Savage Road Prosperity, SC 29127	September 21, 2004 – May 6, 2005 Please Note: The SC Secretary of State's website indicates that this corporation was dissolved in 2008.
GFSC Inc Registered Agent William C Mullins Jr 1562 Victoria Lane Myrtle Beach, SC 29577	August 5, 2003 – September 21, 2004 Please Note: The SC Secretary of State's website indicates that this corporation was dissolved in 2007.
Chester County Forfeited Land Commission	December 22, 1997 – August 5, 2003
James Paul Gile, IRA	June 15, 1990 - December 22, 1997

Internet research finds a James Paul Gile in Port Orange, Florida who once lived in Lancaster and Chester, SC.
69 Walton Boulevard
Port Orange, FL 32129

Donald R. Hoover and Jo S. Hoover — March 2, 1987 - June 15, 1990
No information found by a reasonable internet search.

First State Savings and Loan, — January 6, 1986 - March 2, 1987
Division of Poughkeepsie Savings Bank, FSB
January 6, 1986 – Foreclosure Action - Lamar H. Kelsey Ill, appointed Special Referee, Plaintiff against Kratex Corporation, formerly Kratex Textile Machinery Sales and Service, Inc., Bernd Krammer and South Carolina National Bank, Defendants, to and First State Savings & Loan Association.

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SIGNATURE M. Mu

Kratex Textile Machinery Sales & Service, Inc. Registered Agent Bernd Krammer 101 Coventry Drive Spartanburg, SC	August 4, 1983 – January 6, 1986 The SC Secretary of State's website indicates that this corporation was dissolved on February 17, 1989.
J.P. Stevens & Company Registered Agent Corporation Service Co. 1301 Gervais Street Columbia, SC 29201	September 4, 1946 – August 4, 1983 (J.P. Stevens was purchased by West Point Pepperell) Please Note: The SC Secretary of State's website indicates that J P Stevens was dissolved on August 30, 1999.
West Point Pepperell, Inc. PO Box 71 West Point, GA, 31833-0071	
Southern Power Company	? – September 4, 1946

In 1927, most of the subsidiary companies, including Southern Power Company, Catawba Power Company, Great Falls Power Company, and Western Carolina Power Company were merged into Duke Power. Duke Power became Duke Energy after some additional mergers.

Duke Energy Headquarters
526 South Church Street
Charlotte, North Carolina 28202

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SIGNATURE M.Moore

133 pg 3

Cabinet B Slide 133 PLAT BOOK 133 PAGE 3

NOTE:
EASTERN PROPERTY LINE IS BASED ON RIGHT-OF-WAY LINE OF OLD SEABOARD AIRLINE RAILROAD WHICH WAS ESTABLISHED 50' WEST OF THE CENTERLINE OF THE EXISTING RAILROAD BED.

THIS PROPERTY IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

THIS PROPERTY FIELD CHECKED & MAP REVISED THIS THE 16TH DAY OF MAY, 1980.

Ralph D. Stout

I, RALPH D. STOUT, SURVEYOR AND MAKER OF THIS PLAT, HEREBY CERTIFY THAT IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

Ralph D. Stout

S.C. REGISTERATION NO. 549

NORTH CAROLINA REGISTERED RALPH D. STOUT L.S. 549

Date 4:15 PM
Recorded March 15, 1991
Cabinet B 133 Page 3
Clerk of Court
Chester Co. S.C.

GRAPHIC SCALE

PROPERTY OF

REPUBLIC COTTON MILLS

GREAT FALLS, SOUTH CAROLINA

DIVISION OF

J. P. STEVENS & COMPANY, INC.

SCALE: 1" = 100' JUNE 21, 1983

SOUTHERN MAPPING & ENGINEERING CO. GREENSBORO, NORTH CAROLINA

DRAWN BY: H.C.F. DATE: 6/21/83 CHECKED BY: H.G.H. DATE: 6/22/83

B-5102-83

FILING OF COURT
CHESTER COUNTY, S.C.

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE M. Mosley