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Catherine B. Templeton, Director

*Promoting and protecting the health of the public and the environment*

BOARD:  
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John O. Hutto, Sr., MD

January 10, 2013

**CERTIFIED MAIL – 9171999991703137207204**

Daniel McGrade  
Director, Environmental  
SPX Corporation  
13515 Ballantyne Corporate Place  
Charlotte NC 28277

**Re: Voluntary Cleanup Contract;  
Marley Engineered Products Site;  
Marlboro County.**

Dear Mr. McGrade:

Please find enclosed a Certified As True And Correct Copy of Responsible Party Voluntary Cleanup Contract 12-5960-RP which was executed on January 9, 2013.

Thank you so much for your patience and cooperation in this matter. The Department looks forward to working with Marley Engineered Products, LLC to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Keith Collinsworth at (803) 896-4181, or myself at (803) 896-4168.

Yours very truly,

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

Enclosure

cc: Ken Taylor, L&WM (w/ enclosure)  
John Cresswell, L&WM (w/ enclosure)  
Keith Collinsworth, L&WM (w/ enclosure)  
Jan Trent, (w/ enclosure)  
Buck W. Graham Jr., Director, EQC Region 4 (w/ enclosure)  
Shawn Reed, (w/ enclosure)  
Linda Jackson, (w/ enclosure)

**VOLUNTARY CLEANUP CONTRACT  
12 - 5960 - RP**

**IN THE MATTER OF  
MARLEY ENGINEERED PRODUCTS SITE,  
MARLBORO COUNTY,  
and  
MARLEY ENGINEERED PRODUCTS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Marley Engineered Products, LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 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, as amended, with respect to the facility known as the Marley Engineered Products Site ("Site"). The Marley Engineered Products, LLC property is located at 470 Beauty Spot Road, Bennettsville, South Carolina ("Property"). The Property includes approximately 33.56 acres and is bounded generally by Gibson Street on the west; Beauty Spot Road E on the north; agricultural and residential property including Karen Circle on the east; and residential property along Lombardy Drive and White Oak Terrace on the south. The Property is identified by County of Marlboro as Tax Map Serial Number 33-00-01-27 and 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 in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "MEP" shall mean Marley Engineered Products, LLC, a Limited Liability Company authorized to do business in South Carolina, with its principal place of business located at 470 Beauty Spot Road, Bennettsville, SC.

*DW*

- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- C. "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.
- D. "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 (i) through (vi) of Paragraph (D) of CERCLA § 101, 42 U.S.C. §§ 9601, as amended, and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- E. "Contamination" shall mean impact by a Contaminant or hazardous substance.
- F. "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 MEP.
- G. "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.
- H. "The Site" shall mean the Property and all areas where a 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.

- I. "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.
- J. "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 current owner of the Property is the County of Marlboro, South Carolina, which leases the Property to Pee Dee Development Corporation, which subleases the Property to MEP. The facility was constructed in 1964, and Emerson Electric Company owned and operated businesses in the facility until July 1986. In July 1986, The Marley-Wylain Company purchased the electric heating product line and certain related assets from Emerson Electric and continued the former Emerson Electric electric heating business operations at the facility, except for the plating and stripping operations. The business subsequently was transferred to The Marley Company. In August 1993, United Dominion Industries Inc. (UDI) acquired The Marley Company. In June 2001, SPX Corporation acquired UDI. In December 2002, The Marley Company transferred the electric heating business to MEP. MEP is a wholly owned subsidiary of SPX Corporation.
- B. MEP and its predecessors have conducted investigations of the Site since 1994 under oversight by the Department. Attached as Appendix B is list of the environmental investigation and remediation reports



- prepared since 1994 and which, to the best of MEP's knowledge, have been submitted to the Department.
- C. Groundwater has been tested for volatile organic chemicals (VOCs), metals and total petroleum hydrocarbons (TPH) and soil has been tested for VOCs and semi-volatile organic chemicals (SVOCs) – Appendix C. Based on the historical site testing, only chlorinated organic chemicals such as trichloroethylene (TCE), trichloroethane (TCA) and their associated breakdown products were detected at concentrations requiring further investigation and/or consideration of remedial action.
  - D. On August 22, 2012, the Department invited MEP to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and, on September 10, 2012, MEP voluntarily agreed to enter the VCP.
  - E. MEP agrees to provide the necessary information and/or conduct additional investigation if so requested by the Department in order to obtain a CERCLA-quality response action.

### RESPONSE ACTIONS

3. MEP agrees to submit to the Department for review and written approval within thirty (30) 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 MEP's contact person for matters relating to this Contract. MEP will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify MEP in writing of any deficiencies in the Work Plan, and MEP will respond in writing within thirty (30) days to the Department's comments. 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 additional Remedial Investigation (RI) to determine the source, nature, and extent of the chlorinated organic chemical-Contamination at the Site, such as TCE, TCA and their associated breakdown products.
  - B. Submit to the Department a report of the additional and/or supplemental RI in accordance with the schedule in the approved RI Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to MEP, and MEP 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 MEP a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, MEP shall submit a revised report or other information addressing the Department's comments.
  - C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.
4. MEP 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 only for information purposes to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by MEP.
5. MEP shall inform the Department in writing at least five (5) working days in advance

SIGNATURE                     *DW*                    

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 MEP pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, MEP 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 is 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, or (C) nationally recognized overnight delivery service company or by 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 shall be submitted to:

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

MEP                     Daniel McGrade  
                              Director, Environmental  
                              SPX Corporation  
                              13515 Ballantyne Corporate Place  
                              Charlotte NC 28277  
                              dan.mcgrade@spx.com



*DW*

All final work plans and reports shall include three (3) 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), as amended, and not inconsistent with the National Contingency Plan. MEP will pay costs of response associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

### **COSTS OF RESPONSE**

9. MEP shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of eight hundred fifty-three dollars and seventy-four cents (\$853.74) to reimburse estimated past costs of response incurred by the Department through June 30, 2012 ("Past Costs") relating to the Site. MEP's payment for Past Costs should be submitted to:

The Department:        John K. Cresswell  
                                 South Carolina Department of Health & Environmental Control  
                                 Bureau of Land and Waste Management  
                                 2600 Bull Street  
                                 Columbia, SC 29201

In accordance with S.C. Code Ann. §§ 44-56-200, as amended, and 44-56-740, as amended, MEP shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after June 30, 2012. 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:



THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE



MEP: Daniel McGrade  
Director, Environmental  
SPX Corporation  
13515 Ballantyne Corporate Place  
Charlotte NC 28277  
dan.mcgrade@spx.com

All of MEP's payments should reference the Contract number on page 1 of this Contract and be made payable to:

**The South Carolina Department of Health & Environmental Control**

If complete payment of the past costs of response 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. MEP leases the Property and has all necessary access rights. 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). All of the Department's costs associated with access and said response actions will be reimbursed by MEP. MEP 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 MEP is unable to obtain access from the Property owner or from any owner of other property that is included in the Site, the Department may obtain access and perform response activities.



### RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after MEP has completed the actions required under this Contract, MEP shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of MEP and, if the Property is not owned by MEP, the current owner of the Property, and witnessed, signed, and sealed by a notary public. MEP shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in the county in which the Property is located. 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 if circumstances change such that the restrictive covenant would no longer be applicable. If a restrictive covenant is filed, the Department may require MEP or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. MEP 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. The obligations of this Contract apply to and inure to the benefit of MEP's signatories, parents, successors, assigns, and subsidiaries.

13. Subject to 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, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assigns, or subsidiary.





14. Subject to 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 MEP for any matters not expressly included in this Contract.

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, MEP shall submit to the Department a written notice of completion.

Once the Department determines that MEP has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), shall issue MEP a Certificate of Completion that provides a covenant not to sue to MEP, its signatories, parents, successors, assigns, and subsidiaries, for the work done in completing the response actions specifically covered in the 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 the responsible party successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, MEP, its signatories, parents, successors, assigns, and subsidiaries 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. MEP and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written

*AW*

notice of the election to terminate this Contract to the other party. Should MEP or subsequent owners of the Site elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial response action addressing Contamination identified in this Contract.

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

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by MEP its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in the business activities on the Property or use of the Property by MEP or its parents, successors, assigns, and subsidiaries, that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by MEP to obtain the applicable permits from the Department for any response actions or other activities undertaken at the Property.

19. Upon termination of the Contract, the covenant not to sue will be null and void. Termination of this Contract by MEP or the Department does not end the obligations of MEP to pay Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.



SIGNATURE                     DW                    

20. The parties to this Contract agree that this Contract governs MEP's liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and MEP with respect to this Contract. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth in this Contract.

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

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE

DW

THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL

BY: Daphne G. Neel  
Daphne G. Neel, Chief  
Bureau of Land and Waste Management  
Environmental Quality Control

DATE: 1/9/13

Claire H. Quinn  
Reviewed by Office of General Counsel

DATE: 1/3/13

MARLEY ENGINEERED PRODUCTS LLC

Kevin Lilly  
Signature

DATE: 12-19-12

Kevin L. Lilly  
Executive Vice President and Secretary



THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

APPENDIX A

SIGNATURE                     *dw*                    

**Legal Description of the Property**

County of Marlboro

Tax Map Serial Number 33-00-01-27

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE

*AW*

AFTER RECORDING, MAIL TO:

Duncan E. Alford  
Robinson, Bradshaw & Hinson  
PO Drawer 12070  
Rock Hill, SC 29731

FILED, RECORDED, INDEXED  
12/29/2000 09:19:32AM  
Rec Fees: 10.00      St Fees 0.00  
Co Fees: 0.00      Pages: 4  
Clerk of Court  
William D. Funderburk

State of South Carolina

TITLE TO REAL ESTATE

County of Marlboro

KNOW ALL MEN BY THESE PRESENTS, PEE DEE REGIONAL DEVELOPMENT CORPORATION, a South Carolina corporation affiliated with the Pee Dee Regional Council of Governments, in consideration of (i) approval and obligation of the County of Marlboro pursuant to that certain Inducement and Millage Agreement by and between the County of Marlboro, South Carolina and Marley Electric Heating, a division of The Marley Company, the tenant of Pee Dee Regional Development Corporation and (ii) the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration to it in hand paid at and before the sealing of these Presents by THE COUNTY OF MARLBORO, SOUTH CAROLINA, a political subdivision of the State of South Carolina, of Bennettsville, South Carolina (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released and by these Presents does grant, bargain, sell and release unto the County of Marlboro, South Carolina, its successors and assigns, the following described property, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

The within described property is conveyed subject to restrictions, if any, appearing in the chain of title, and to easements of record or apparent upon a reasonable inspection of the premises.

ADDRESS OF GRANTEE:

The County of Marlboro, South Carolina  
PO Box 419  
205 E. Market Street  
Bennettsville, South Carolina 29512

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the County of Marlboro, South Carolina, its successors and assigns forever.

And the said Pee Dee Regional Development Corporation, does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said Premises unto the County of Marlboro, South Carolina its successors and assigns against it and its successors and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

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THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE

*[Handwritten Signature]*

**EXHIBIT A**

All that certain piece, parcel or tract of land situated in the County of Marlboro, State of South Carolina, and shown and designated on a plat entitled "Plat of Improvements - Marley Electric-Marlboro County, S. C.," dated 20 October, 2000, by John M. Jackson, III, P.L.S. and recorded in Plat Cabinet A, Slide 24, Page 6 in the Office of the Clerk of Court for Marlboro County.

As shown on the aforesaid plat the property is bounded on the East by Marlboro County Rail Road, on the South by property now or formerly of Reliance Trading Co. and all other sides by property now or formerly of Marley.

This being a portion of the same property heretofore conveyed to The Industrial Development Corporation of the City of Bennettsville, South Carolina, by deed of the Emerson Electric Manufacturing Company (now Emerson Electric Co.) recorded in Deed Book 98 at Page 437 in the Office of the Clerk of Court for Marlboro County, a portion of the same property heretofore conveyed to the City of Bennettsville by quit-claim deed of The Industrial Development Corporation of the City of Bennettsville, South Carolina recorded in Deed Book 409 at Page 101 in the Office of the Clerk of Court for Marlboro County and a portion of the property heretofore conveyed to the Pee Dee Regional Development Corp. by deed of the City of Bennettsville recorded in Deed Book 401 at Page 1 in the Office of the Clerk of Court for Marlboro County.

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R-492401\_07-02-0101

SIGNATURE DW

STATE OF SOUTH CAROLINA )  
COUNTY OF MARLBORO )

AFFIDAVIT FOR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at 470 Beauty Spot Road East, Bennettsville, South Carolina, bearing Marlboro County Tax Map Number 33-00-01-27 (Partion), was transferred by Peo Dec Regional Development Corporation to The County of Marlboro on December 28, 2000.

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):  
The transfer is to a political subdivision of a state.

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Hubbard W. McDonald, Jr.  
Responsible Person Connected with the Transaction

SWORN to before me this 29th  
day of December 28 2000  
Katherine Begett  
Notary Public for South Carolina  
My Commission Expires: 2-26-2010

Hubbard W. McDonald, Jr.  
Print or Type Name Here



THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE DW

In Witness whereof Pee Dee Regional Development Corporation has caused these presents to be executed, this 27th day of December in the year of our Lord two thousand (2000) and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

PEE DEE REGIONAL DEVELOPMENT CORPORATION

[Signature]  
Witness No. 1

By: [Signature]  
Name: Dozier M. Munn  
Title: President

[Signature]  
Witness No. 2

FILED, RECORDED, INDEXED  
12/29/2000 09:19:33AM  
Rec Fee: 10.00 St Fee: 0.00  
Co Fee: 0.00 Pages: 4  
Clerk of Court  
William B. Funderburk

STATE OF SOUTH CAROLINA  
COUNTY OF MARLBORO

PERSONALLY appeared before me Phillip C. Goff who, on oath, says that he saw the within-named Pee Dee Regional Development Corporation by Dozier M. Munn its President sign the within instrument, and the corporation, by said Dozier M. Munn and, as its act and deed, deliver the same, and that he with Johnny B. Brown witnessed the execution thereof.

[Signature]  
(Witness) P.C. Goff

SWORN to before me, this 28th day of December, A.D. 2000.

[Signature] (SEAL)  
Notary Public of S.C.  
My Commission Expires: 2/9/09

[NOTARIAL SEAL]

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**THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY**

SIGNATURE \_\_\_\_\_



## **Appendix B**

**Marley Engineered Products, Bennettsville SC**

**South Carolina Department of Health and Environmental Control  
(SCDHEC)**

**Voluntary Cleanup Contract**

**List of Documents Submitted to the SCDHEC**

**July 1993 through November 2012**

THIS IS CERTIFIED AS A TRUE  
 AND CORRECT COPY

SIGNATURE



Date	Document	Company	Notes/Document Name
July 15, 1993	Phase I Draft Environmental Site Assessment Status Report	Metcalfe & Eddy	Marley Electric Heating Facility
July 16, 1994	Letter from Mr. John M. Burris to Mr. Hal Fox of Marley	United Dominion Industries	RE: Environmental Compliance, transmittal of 7/15/1993 Draft ESA Status Report
October 28, 1994	Letter from Mr. Oliver D. Jones to Mr. Hal Fox of Marley	SCDHEC, Bureau of Water	RE: Assessment Plan request, Ground-Water Sampling Lab Reports received Oct. 13, 1994 & Oct. 18, 1994
January 4, 1995	Monitoring Well Approval 6184	SCDHEC, Bureau of Water	
January 5, 1995	Letter from Ms. Teresa Greaney, PG to Mr. Hal Fox of Marley	SCDHEC, Bureau of Water	
February 17, 1995	Phase II Environmental Assessment Report	ABG Technologies, Inc.	Re: Approval of Environmental Assessment Plan, Phase II, received 12/14/1994
March 20, 1995	Phase III Environmental Assessment Plan	ABG Technologies, Inc.	Marley Electric Heating Company
March 22, 1995	Letter from Ms. Teresa Greaney, PG to Mr. Hal Fox of Marley	ABG Technologies, Inc.	Marley Electric Heating Company
March 22, 1995	Monitoring Well Approval 6252	SCDHEC, Bureau of Water	Re: Approval of Environmental Assessment Plan, Phase III, received 3/20/1995
May 9, 1995	Phase III Environmental Assessment Report	SCDHEC, Bureau of Water	
December 6, 1995	Letter from Mr. Blake Burgess, PG to Ms. Christine Bucklin of SCDHEC	ABG Technologies, Inc.	Marley Electric Heating Company
February 8, 1996	Phase II Environmental Assessment Plan	ABG Technologies, Inc.	Re: Sampling & Reporting Schedule
April 29, 1996	1995-1Q + 2Q Groundwater Sampling Report	City of Bennettsville	Marley Electric Heating Company
July 24, 1996	1996-3Q Groundwater Sampling Report	ABG Technologies, Inc.	Re: VOC Contaminated Water Supply Wells
December 19, 1996	Letter from Mr. Blake Burgess, PG to Mr. Robert Logan of SCDHEC	ABG Technologies, Inc.	Marley Electric Heating Company
January 30, 1997	1996 Annual Groundwater Sampling Report	ABG Technologies, Inc.	Marley Electrical / Marley Electric Heating Company
January 31, 1997	Transmittal from Mr. Stephen V. MacQueen, PE to Mr. Jim Hess of SCDHEC	Stiefen Robertson and Kristen (U.S.), Inc.	1996-4Q Results for MW-5A & MW-8
February 7, 1997	Letter from Mr. W. Robert Logan, PG to Mr. Hal Fox of Marley	Stiefen Robertson and Kristen (U.S.), Inc.	Marley Electric Heating Co.
March 13, 1997	Letter from Mr. Stephen V. MacQueen, PE to Mr. Robert Logan of SCDHEC	SCDHEC, Bureau of Water	Re: Ground Water Sampling Report, including 4Q results for October 15, 1996 event
May 8, 1997	Letter from Mr. Alexander Weaver, EIT to Mr. Robert Logan of SCDHEC	Stiefen Robertson and Kristen (U.S.), Inc.	1997-1Q Sampling Event Results (1/21/1997 + 2/5/1997)
September 8, 1997	Letter from Mr. Alexander Weaver, EIT to Mr. Robert Logan of SCDHEC	Stiefen Robertson and Kristen (U.S.), Inc.	1997-2Q Sampling Event Results (4/28/1997)
November 12, 1997	Letter from Mr. Blake Burgess, PG to Mr. Robert Logan of SCDHEC	Stiefen Robertson and Kristen (U.S.), Inc.	1997-3Q Sampling Event Results (7/22/1997)
February 4, 1998	1997 Annual Groundwater Monitoring Report	Stiefen Robertson and Kristen (U.S.), Inc.	1997-4Q Sampling Event Results (10/21/1997)
April 16, 1998	Letter from Mr. Alexander Weaver, EIT to Mr. Robert Logan of SCDHEC	Stiefen Robertson and Kristen (U.S.), Inc.	Marley Electric Heating Company
July 30, 1998	Letter from Mr. Alexander Weaver, EIT to Mr. Robert Logan of SCDHEC	Stiefen Robertson and Kristen (U.S.), Inc.	1998-1Q Sampling Event Results (3/31/1998)
October 27, 1998	Letter from Mr. A. Alexander Weaver, EIT to Mr. Robert Logan of SCDHEC	Stiefen Robertson and Kristen (U.S.), Inc.	1998-2Q Sampling Event Results (7/9/1998)
October 27, 1998	Letter from Mr. A. Alexander Weaver, EIT to Mr. Robert Logan of SCDHEC	Stiefen Robertson and Kristen (U.S.), Inc.	1998-3Q Sampling Event Results (10/6/1998)
March 22, 1999	Letter from Mr. Blake Burgess, P.G. to Mr. Dennis Holt of Marley	Stiefen Robertson and Kristen (U.S.), Inc.	1998-3Q Sampling Event Results (10/6/1998)
April 12, 1999	1998 Annual Groundwater Monitoring Report	NESCO, Inc.	Proposal for 1999 GW Annual Report & 1999 GW Sampling
May 25, 1999	Letter from Ms. Jan T. Cooke to Mr. Hal Fox of Marley	NESCO, Inc.	Marley Electric Heating Company
October 14, 1999	Letter from Mr. Alexander Weaver, EIT to Ms. Jan T. Cooke of SCDHEC	NESCO, Inc.	Re: Annual Groundwater Monitoring Report received April 29, 1999
October 20, 1999	Letter from Ms. Jan T. Cooke to Mr. Hal Fox of Marley	NESCO, Inc.	1999 Semi-Annual Results (5/18/99 + 9/30/99)
March 14, 2000	1999 Annual Groundwater Monitoring Report	NESCO, Inc.	Re: Approval to abandon MW-2 and MW-7 & Mixing Zone Application Request
March 15, 2000	Letter from Mr. A. Alexander Weaver, EIT to Ms. Jan T. Cooke of SCDHEC	NESCO, Inc.	Marley Electric Heating Company
November 7, 2000	Letter from Ms. Andrea Smith, EIT to Ms. Jan T. Cooke of SCDHEC	NESCO, Inc.	1999 Annual Groundwater Monitoring Report (Submission)
December 20, 2000	Letter from Ms. Andrea Smith, EIT to Ms. Jan T. Cooke of SCDHEC	NESCO, Inc.	Well Repair Event Summary for October 20, 2000
December 22, 2000	Letter from Ms. Jan T. Cooke to Mr. Hal Fox of Marley	NESCO, Inc.	Marley Engineered Products
January 4, 2001	Letter from Ms. Andrea Smith, EIT to Ms. Jan T. Cooke of SCDHEC	SCDHEC, Bureau of Water	2000 Annual Groundwater Monitoring Report (Submission)
January 24, 2001	Letter from Ms. Andrea Smith, EIT to Ms. Jan T. Cooke of SCDHEC	SCDHEC, Bureau of Water	Re: Groundwater Monitoring Report received December 27, 2000
February 5, 2001	Letter from Ms. Jan T. Cooke to Mr. Hal Fox of Marley	NESCO, Inc.	Re: MW-3A Confirmation Sampling Results (11/7/2001) & Request MW-1 as background well
February 22, 2001	Letter from Ms. Andrea Smith, EIT to Ms. Jan T. Cooke of SCDHEC	SCDHEC, Bureau of Water	Re: Approval to abandon MW-3A
December 26, 2001	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	NESCO, Inc.	Re: MW-3 & MW-3A Well Abandonment (2/21/2000)
December 27, 2001	2001 Annual Groundwater Monitoring Report	NESCO, Inc.	2001 Annual Groundwater Monitoring Report (Submission)
December 16, 2002	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	NESCO, Inc.	Marley Engineered Products
December 19, 2003	2002 Annual Groundwater Monitoring Report	Fuss & O'Neill, Inc.	Abbreviated 2001 Annual Groundwater Monitoring Report (Submission)
January 9, 2004	Letter from Ms. Jan T. Cooke to Mr. Joe Garrison of Marley	Fuss & O'Neill, Inc.	2002 Annual Groundwater Monitoring Report (Submission)
January 15, 2004	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	Fuss & O'Neill, Inc.	Marley Engineered Products
January 30, 2004	Letter from Ms. Jan T. Cooke to Mr. Joe Garrison of Marley	Fuss & O'Neill, Inc.	Marley Engineered Products
November 9, 2004	2004 Annual Groundwater Monitoring Report	SCDHEC, Bureau of Water	Re: Annual Groundwater Monitoring Report (Submission)
December 20, 2005	2005 Annual Groundwater Monitoring Report	SCDHEC, Bureau of Water	Re: Annual Groundwater Monitoring Report Received December 22, 2003
December 20, 2005	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	Fuss & O'Neill, Inc.	Re: January 9, 2004 Approval Letter - MW-3A & MW-7 abandoned already, Name change
January 10, 2006	Letter from Ms. Jan T. Cooke to Mr. Joe Garrison of Marley	Fuss & O'Neill, Inc.	Re: Correspondence Received January 16, 2004
December 20, 2006	2006 Annual Groundwater Monitoring Report	SCDHEC, Bureau of Water	Marley Engineered Products
December 21, 2006	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	SCDHEC, Bureau of Water	Re: Annual Groundwater Monitoring Report (Submission)
January 10, 2007	Letter from Ms. Jan T. Cooke to Mr. Joe Garrison of Marley	Fuss & O'Neill, Inc.	2006 Annual Groundwater Monitoring Report Received December 27, 2006
November 19, 2007	2007 Annual Groundwater Monitoring Report	Fuss & O'Neill, Inc.	Marley Engineered Products
November 19, 2007	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	Fuss & O'Neill, Inc.	2007 Annual Groundwater Monitoring Report (Submission)
November 28, 2007	Letter from Ms. Jan T. Cooke to Mr. Joe Garrison of Marley	SCDHEC, Bureau of Water	Re: Annual Groundwater Monitoring Report Received November 20, 2007
November 6, 2008	2008 Annual Groundwater Monitoring Report	Fuss & O'Neill, Inc.	Marley Engineered Products
November 13, 2008	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	Fuss & O'Neill, Inc.	2008 Annual Groundwater Monitoring Report (Submission)
November 24, 2009	Letter from Ms. Jan T. Cooke to Mr. Joe Garrison of Marley	SCDHEC, Bureau of Land & Waste Management	Re: Annual Groundwater Monitoring Report Received November 7, 2008
December 18, 2009	2009 Annual Groundwater Monitoring Report	SCDHEC, Bureau of Land & Waste Management	Re: Wallace Road Drum Landfill-Source Characterization, PreCERCLIS Site Screening Assessment
December 22, 2009	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	Fuss & O'Neill, Inc.	Marley Engineered Products
March 17, 2010	Letter from Mr. Benjamin D. Bair to Mr. Denny Holt of Marley	SCDHEC, Bureau of Land & Waste Management	2009 Annual Groundwater Monitoring Report (Submission)
July 13, 2010	Letter from Ms. Jan T. Cooke to Mr. Denny Holt of Marley	SCDHEC, Bureau of Land & Waste Management	Re: 2009 Annual Groundwater Monitoring Report Received December 21, 2009
July 13, 2010	Site Investigation Work Plan	Fuss & O'Neill, Inc.	Re: PreCERCLIS Site Assessment, Bennettsville Contamination Plume Site Assessment Plan Request



Marley Engineered Products Bennettville SC  
 SCDHEC Voluntary Cleanup Contract  
 List of Documents Submitted to SCDHEC July 1993 through November 2012  
 Appendix B

Date	Document	Company	Notes/Document Name
July 13, 2010	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan T. Cooke of SCDHEC	SCDHEC, Bureau of Land & Waste Management	Site Investigation Work Plan (Submission)
July 23, 2010	Letter from Ms. Jan Trent to Mr. Denny Holt of Marley	SCDHEC, Bureau of Land & Waste Management	Re: Site Investigation Work Plan (Approval)
July 23, 2010	Monitoring Well Approval 3941	SCDHEC, Bureau of Land & Waste Management	
October 28, 2010	Site Investigation Assessment Report	Fuss & O'Neill, Inc.	Marley Engineered Products
November 1, 2010	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan C. Trent of SCDHEC	Fuss & O'Neill, Inc.	Site Investigation Assessment Report (Submission)
December 20, 2010	Letter from Ms. Jan Trent to Mr. Denny Holt of Marley	SCDHEC, Bureau of Land & Waste Management	Re: Site Investigation Report Received November 4, 2010
January 31, 2011	2010 Annual Groundwater Monitoring Report	Fuss & O'Neill, Inc.	Marley Engineered Products
February 2, 2011	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan Trent of SCDHEC	Fuss & O'Neill, Inc.	2010 Annual Groundwater Monitoring Report (Submission)
March 31, 2011	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan C. Trent of SCDHEC	Fuss & O'Neill, Inc.	Response to Comments in SCDHEC December 20, 2010 Letter
April 1, 2011	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan C. Trent of SCDHEC	Fuss & O'Neill, Inc.	March 2, 2011 Meeting Summary
June 17, 2011	Additional Assessment Work Plan	Fuss & O'Neill, Inc.	Marley Engineered Products
June 17, 2011	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan Trent of SCDHEC	Fuss & O'Neill, Inc.	Re: Additional Assessment Work Plan (Submission)
July 26, 2011	Letter from Ms. Jan Trent to Mr. Denny Holt of Marley	SCDHEC, Bureau of Land & Waste Management	Re: Additional Assessment Work Plan dated June 2011 (Approval)
July 26, 2011	Monitoring Well Approval 4260	SCDHEC, Bureau of Land & Waste Management	
November 28, 2011	Site Investigation Assessment Report	Fuss & O'Neill, Inc.	Marley Engineered Products
November 28, 2011	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan Trent of SCDHEC	Fuss & O'Neill, Inc.	Re: Site Investigation Assessment Report (Submission)
February 22, 2012	2011 Annual Groundwater Monitoring Report	Fuss & O'Neill, Inc.	Marley Engineered Products
February 22, 2012	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan Trent of SCDHEC	Fuss & O'Neill, Inc.	2011 Annual Groundwater Monitoring Report (Submission)
March 7, 2012	Letter from Ms. Jan Trent to Mr. Denny Holt of Marley	SCDHEC, Bureau of Land & Waste Management	November 2011 Assessment Report & 2011 Annual GW
May 17, 2012	Further Assessment Work Plan	Fuss & O'Neill, Inc.	Marley Engineered Products
May 17, 2012	Letter from Mr. James Hugh M. Barringer, PE to Ms. Jan Trent of SCDHEC	Fuss & O'Neill, Inc.	Re: Further Assessment Work Plan (Submission)
June 6, 2012	Monitoring Well Approval 08773	SCDHEC, Bureau of Land & Waste Management	
June 15, 2012	Letter from Ms. Jan Trent to Mr. Dan McGrade of SPX Corporation	SCDHEC, Bureau of Land & Waste Management	Re: Further Assessment Work Plan dated May 2012 (Approval)
August 24, 2012	Email from Ms. Jan Trent to Mr. James Hugh M. Barringer of Fuss & O'Neill	SCDHEC, Bureau of Land & Waste Management	Re: Due date extension to October 28, 2012 (Approval)

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## Appendix C

Marley Engineered Products, Bennettsville SC

South Carolina Department of Health and Environmental Control  
(SCDHEC)

Historical List of Parameters Tested

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Sample Reason	Sample Date	Sample Media		Compound Analysis Groups						Other Hits?	Notes
		Ground-water	Soil	601 / 8260 VOCs	Metals	602 & DRO	Total Petroleum Hydrocarbons	Chloro Org Hits?			
Phase I Investigation	5/25/1993	X		X	X			X		X	Ba, Cr, Pb, Hg, Carbon Tetrachloride
	1/16/1995	X		X			X			X	TPH, 1,1,2,2-Tetrachloroethane
Phase II Investigation	1/17/1995		X		X					X	Ba, Cr, Pb, Ag, Chloroform
	1/30/1995		X			X				X	Benzene, Xylenes
Phase III Investigation	4/3/1995		X					X			Chloromethane
	4/7/1995	X		X				X			
1996 1st Quarter Sampling Event	3/5/1996	X		X				X			
1996 2nd Quarter Sampling Event	4/2/1996	X		X				X			Acetone in Field Blank
1996 3rd Quarter Sampling Event	7/9/1996	X		X				X			
1996 4th Quarter Sampling Event	10/15/1996	X		X				X			Naphthalene, Carbon Tetrachloride
1997 1st Quarter Sampling Event	1/30/1997	X		X				X			Lab Analytical Reports Not Located
1997 2nd Quarter Sampling Event	2/5/1997	X		X				X			Lab Analytical Reports Not Located
1997 3rd Quarter Sampling Event	4/28/1997	X		X				X			Lab Analytical Reports Not Located
1997 4th Quarter Sampling Event	7/22/1997	X		X				X			Lab Analytical Reports Not Located
1998 1st Quarter Sampling Event	10/21/1997	X		X				X			Lab Analytical Reports Not Located
1998 2nd Quarter Sampling Event	3/3/1998	X		X				X			
1998 3rd Quarter Sampling Event	7/9/1998	X		X				X			
1998 4th Quarter Sampling Event	10/6/1998	X		X				X			
1999 Semi-Annual Report	1/6/1999	X		X				X			
MW-2 Well Abandonment Confirmation Sample	5/18/1999	X		X				X			Lab Analytical Reports Not Located
1999 Annual Report	9/30/1999	X		X				X			Lab Analytical Reports Not Located
2000 Semi-Annual Report	1/11/2000	X		X				X			Lab Analytical Reports Not Located
2000 Annual Report	6/7/2000	X		X				X			Lab Analytical Reports Not Located
MW-3A Well Abandonment Confirmation Sample	11/27/2000	X		X				X			Lab Analytical Reports Not Located
2001 Annual Report	1/17/2001	X		X				X			
2002 Annual Report	11/29/2001	X		X				X			
2003 Annual Report	11/26/2002	X		X				X			
2004 Annual Report	11/13/2003	X		X				X			
2005 Annual Report	10/22/2004	X		X				X			
2006 Annual Report	12/6/2005	X		X				X			
2007 Annual Report	11/14/2006	X		X				X			
2008 Annual Report	11/6/2007	X		X				X			
2009 Annual Report	10/22/2008	X		X				X			
March 2010 SCDHEC BCP Investigation	11/2/2009	X		X				X			
Temporary Well Installation Event	3/3/2010	X		X				X			Toluene
Site Assessment Sampling Event	8/31/2010	X	X	X				X			Acetone
2010 Annual Report	9/30/2010	X		X				X			
Additional Site Assessment	12/14/2010	X		X				X			MTBE
2011 Annual Report	9/1/2011	X	X	X				X			Carbon disulfide, Bromodichloromethane
2011 Annual GW Confirmatory Sampling Event	12/8/2011	X		X				X			
Preliminary Assessment Initial TW Installation	1/5/2012	X		X				X			
	8/6/2012	X		X				X			Acetone, MEK, Chloroform