

**VOLUNTARY CLEANUP CONTRACT  
16-4746-RP**

**IN THE MATTER OF  
CELOTEX CORPORATION SITE, MARION COUNTY  
and  
INTERNATIONAL PAPER COMPANY**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and International Paper Company, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Celotex Corporation and, also known as, International Paper Company Site ("Site"). The Property addressed in this Contract is owned by Commercial Realty & Properties LLC, a subsidiary of International Paper Company and includes approximately 55 acres and is bounded generally by timberland to the north, northeast, and west; agriculture to the east; and Don's Car Crushing to the east, southeast, and south. Approximately 27 of the 55 acres was a former land application system (spray irrigation field). The Property is identified by the County of Marion as tax map series numbers 016-00-00-014-000 and 016-00-00-015-000; and a legal description of the Property is attached to this Contract as Appendix A. The facility parcel which is identified by the County of Marion as tax map series number 016-00-00-011-000, located at 3137 Ellerbee Drive, Sellers, South Carolina, is owned by Brewer Holdings, LLC, and is specifically not addressed in this Contract. See Appendix B for parcel locations.

**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. IP shall mean International Paper Company. IP is a New York corporation with corporate headquarters located at 6400 Poplar Avenue, Memphis, Tennessee 38197.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their

offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.

- H. "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 IP or its subsidiaries. The Property in this Contract specifically does not include the parcel identified as tax map series number 016-00-00-011-000.
- I. "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.
- J. "Site" shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- K. "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.
- L. "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. Masonite Corporation operated a medium density fiberboard (MDF) manufacturing facility in Marion County, near Sellers, South Carolina through 1998 when it ceased manufacturing operations. Previously, the facility was owned and operated by Celotex Corporation.
- B. Process wastewaters generated by the facility were treated in an on-site wastewater treatment system and then discharged to an on-site land application system.
- C. Groundwater monitoring was required by the terms of the land application permit issued by the Department. The permit-required groundwater monitoring results showed nitrate nitrogen concentrations in the shallow groundwater to be above the Department Class GB Standard of 10 milligrams per liter (mg/L).
- D. As a result of the elevated nitrate nitrogen concentrations, the Department issued a Consent Order in October 2000 that established a groundwater monitoring program to track the natural attenuation of nitrate nitrogen. The Consent Order required semi-annual monitoring of selected groundwater monitor wells and biennial (i.e., every other year) monitoring of other monitor wells. Monitoring under the Consent Order began with the establishment of baseline nitrate nitrogen concentrations for each monitor well and then semi-annual or biennial monitoring for nitrate nitrogen and certain other parameters (ammonia nitrogen, pH, specific conductance, and temperature) beginning in November 2000.
- E. Beginning in 2007, the monitoring program was modified to

monitor only selected monitor wells on a semi-annual basis.

- F. In accordance with the terms of the Consent Order, the Consent Order expired on October 17, 2010. At the request of the Department, IP has continued the same semi-annual monitoring program required by the former Consent Order.
- G. Various assessments have been conducted at the Property by IP.
- H. On April 2, 2015, the Department approved an annual sampling plan to occur in May each year.
- I. On April 3, 2015, IP requested to participate in the Department's Voluntary Cleanup Program (VCP).
- J. As of October 1, 2015, the Department has incurred approximately six thousand, two hundred sixty-seven dollars and nineteen cents (\$6,267.19) in Past Costs at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change, and/or update this Past Costs figure.

### **RESPONSE ACTIONS**

3. IP agrees to submit to the Department for review and written approval within 60 days of the date of execution of this contract a Groundwater Monitoring 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 IP's contact person for matters relating to this Contract. IP will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify IP in writing of any deficiencies in the Work Plan, and IP will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared

in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. By June 30th of each year (or as approved otherwise by the Department), perform groundwater sampling for nitrate nitrogen Contamination, as well as ammonia nitrate and submit to the Department a Monitoring Report. The Department shall review the report for determination of completion and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to IP, and IP shall subsequently conduct additional field investigation if needed. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to IP a letter indicating that revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, IP shall submit a revised Monitoring Report addressing the Department's comments.
4. IP shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by IP.
5. IP shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by IP pursuant to this Contract.

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

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

The Department: Timothy Hornosky, P.G.  
SC Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201  
Email: [hornostr@dhec.sc.gov](mailto:hornostr@dhec.sc.gov)

IP: Brian Jones  
International Paper Company  
6400 Poplar Avenue  
Memphis, Tennessee 38197  
Email: [brian.jones@ipaper.com](mailto:brian.jones@ipaper.com)

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

### **PUBLIC PARTICIPATION**

7. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. IP will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

## RESPONSE COSTS

8. IP 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 six thousand, two hundred sixty-seven dollars and nineteen cents (\$6,267.19) to reimburse estimated past response costs incurred by the Department through October 1, 2015 ("Past Costs") relating to the Site. IP's payment for Past Costs should be submitted to:

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

In accordance with §§ 44-56-200 and 44-56-740, IP shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after October 1, 2015. 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:

IP:                        Brian Jones  
                                 International Paper Company  
                                 6400 Poplar Avenue  
                                 Memphis, Tennessee 38197

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

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



If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department 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**

9. 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). IP 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 IP is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by IP.

### **RESTRICTIVE COVENANT**

10. As hazardous substances exist in excess of residential standards at the Property, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of IP and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. IP or the current owner of the Property shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Marion County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is

executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require IP or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. IP or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

### **OBLIGATIONS AND BENEFITS**

11. Upon execution of this Contract by the Department, IP, its signatories, parents, subsidiaries, successors and assigns, shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200, for the work done in completing the Response Actions covered in the Contract including the approved work plan(s) and reports. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the South Carolina State Register.

12. Subject to the provisions of Paragraph 14, 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.

13. Subject to the provisions of Paragraph 14, nothing in this Contract is

intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against IP for any matters not expressly addressed by and settled through this Contract.

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

Once the Department determines that IP has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give IP a Certificate of Completion that provides a covenant not to sue IP, its signatories, parents, subsidiaries, successors and assigns 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 and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that IP successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, IP, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

15. IP and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should IP 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.

16. 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 IP, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in IP's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by IP to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

17. Upon termination of the Contract under Paragraph 15 or 16, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by IP or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

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

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY: Daphne G. Neel DATE: 6/30/16  
Daphne G. Neel, Chief  
Bureau of Land and Waste Management  
Environmental Quality Control

Clair H. Prime DATE: 6/28/16  
Reviewed by Office of General Counsel

**INTERNATIONAL PAPER COMPANY**

Brian E. Jones DATE: 3/24/16  
Signature  
Brian E. Jones / Remediation Program Manager  
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Marion

Tax Map Serial Numbers  
016-00-00-014-000 and 016-00-00-015-000

**Tract B:**

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Marion, State of South Carolina, the same being shown and delineated as Tract "B" - 2.90 acres, more or less, on a plat prepared for Masonite Corporation by Ervin Engineering Co., Inc., dated July 16, 1987, and recorded in the Office of the Clerk of Court for Marion County in Plat Book 30 at Page 117, said tract being bounded and measuring as follows:

On the North by Tract "A" as shown on said plat, whereon it measures for a distance of one hundred ninety (190.0') feet; on the East by Tract "A" whereon it measures for a distance of four hundred eighty (480') feet; on the South by other property of Masonite Corporation, whereon it measures for a distance of three hundred and eighth tenths (300.8') feet; and on the West by property of Boise Cascade, whereon it measures for a distance of five hundred seventy (570') feet; be all measurements a little more or less.

Marion County Tax Map Parcel No. 016-00-00-015

**Tract A:**

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being shown and delineated as Tract "A" - 52.383 acres, more or less, on a plat prepared for Masonite Corporation by Ervin Engineering Co., Inc., dated July 16, 1987, and recorded in the Office of the Clerk of Court for Marion County in Plat Book 30 at Page 117; said tract being bounded and measuring as follows:

On the North by property of Boise Cascade, whereon it measures for a distance of one thousand one hundred seventy-seven and ninety-two one-hundredths (1177.92) feet; on the East by the remaining portion of a canal on the lands of Frank Ellerbe, Jr. and H. E. Ellerbe, whereon it measures for a distance of one thousand six hundred nineteen and twenty-five one-hundredths (1619.25') feet; on the South by other property of Masonite Corporation, whereon it measures for a distance of one thousand three hundred twenty-six and forty five one-hundredths (1326.45') feet; and on the West by Tract B, whereon it measures for a distance of four hundred eighty (480') feet; on the Southwest by Tract B, whereon it measures for a distance of one hundred ninety (190') feet; and on the West by property of Boise Cascade, whereon it measures for a distance of one thousand four hundred ten and seventy-nine one-hundredths (1410.79) feet; be all measurements a little more or less.

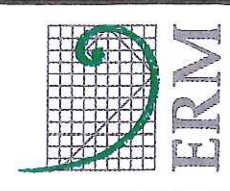
Marion County Tax Map Parcel No. 016-00-00-014

Tracts A and B being among the property acquired by International Paper Company by Corrective Quitclaim Deed dated May 8, 2002, from Masonite Corporation and filed in Deed book 0468, Page 0191, Marion County Records. **000008482 Bk: 00540 Pg: 00148**

WGG/Real Estate/Marion County SC MD# Springfield QCD



Basemap Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS



**Legend**  
 IP Owned Property  
 Parcel Boundaries

**APPENDIX B**  
**IP OWNED PROPERTY AND SURROUNDING PARCELS**  
 International Paper  
 Sellers, South Carolina

# Environmental Resources Management

DESIGN:	L Reiter	DRAWN:	L Reiter	CHKD.:	C Stang
DATE:	3/8/2016	SCALE:	AS SHOWN	REVISION:	1
FILE: S:\GIS Data\International_Paper\MDX2015_06\AppendixB_IP_Property & Surrounding Parcels.mxd					



Catherine E. Heigel, Director

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

July 5, 2016

**CERTIFIED MAIL**

**Return Receipt Requested**

Mr. Brian E. Jones  
International Paper Company  
6400 Poplar Ave  
Memphis, TN 38197

Re: **Response Party Voluntary Cleanup Contract 16-4746-RP**  
**Celotex Corporation Site, Marion County**  
LWM File #51786

Dear Brian:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 16-4746-RP (Contract), which was executed by the Department on June 30, 2016.

Pursuant to Paragraph 3, International Paper (IP) will submit its Groundwater Monitoring Work Plan by August 29, 2016. Pursuant to Paragraph 8, IP will pay to the Department by certified or cashier's check, the sum of \$6,267.19 to reimburse past costs incurred by the Department through October 1, 2015. Payment for past costs shall be paid by August 1, 2016. Please note that John Cresswell has retired from the Department since IP's execution of the Contract; therefore, please submit your check to:

T. David Wilkie  
South Carolina Department of Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, SC 29201

Also enclosed is the Declaration of Covenants and Restrictions (DCR) for the above-referenced property that has been signed by the Department. The DCR must be executed by Commercial Realty & Properties, LLC, as the present property owner. The property has been identified by Marion County as tax map series numbers 016-00-00-014-000 and 016-00-00-015-000. In accordance with Contract, IP and Commercial Realty & Properties, LLC must enter into a restrictive covenant as hazardous substances in excess of acceptable levels for unrestricted use exist at the property. After full execution by Commercial Realty & Properties, LLC, please record/file the DCR with the Marion County Register of Deeds. Marion County Registrar will provide the information under Paragraph 5 of the DCR. Following recordation, IP should provide the Department a copy of the DCR exhibiting the Marion County stamp to verify the DCR has been recorded. Upon receipt of the recorded DCR, the DCR will be added as an Appendix to the VCC.



Mr. Brian E. Jones  
International Paper Company  
July 5, 2016  
Page 2

Thank you for your patience and cooperation in this matter. The Department looks forward to its continuing to work with International Paper 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 Gary Stewart at (803) 898-0778, or me at (803) 898-0840.

Sincerely,

A handwritten signature in cursive script that reads "Pat Vincent".

Pat L. Vincent, Environmental Health Manager  
Division of Site Assessment, Remediation, and Revitalization  
Bureau of Land and Waste Management

Enclosures

cc: G. Ken Taylor  
R. Gary Stewart  
Tim Hornosky  
Buck Graham