

**THE STATE OF SOUTH CAROLINA  
BEFORE THE DEPARTMENT OF ENVIRONMENTAL SERVICES**

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**CONE MILLS CORP/CARLISLE FINISHING SITE  
UNION COUNTY**

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**CONSENT AGREEMENT  
25-02-HW**

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This Consent Agreement is entered into between the South Carolina Department of Environmental Services (hereinafter, “Department” or “SCDES”) and Carlisle Finishing, LLC (“Respondent”) with respect to the investigation and remediation of the Cone Mills Corp/Carlisle Finishing Site (“Site” or “Facility”) located at 3863 Carlisle Chester Highway, Carlisle, in Union County, South Carolina. The Site includes the property identified as 3863 Carlisle Chester Highway, Carlisle, South Carolina, Union County Tax Map Series # 131-00-00-002 000, 131-00-00-001 000, and 131-00-00-012 000 comprising 752 acres, and areas where hazardous substances have come to be located as a result of operations at the Facility.

In the interest of expediting effective remedial actions and minimizing litigation between Respondent and the Department, the Respondent agrees to the entry of this Consent Agreement, but does not necessarily agree with the Findings of Fact or Conclusions of Law, and therefore agrees that this Agreement shall be deemed an admission of fact only as necessary for the enforcement of this Agreement by the Department or subsequent actions relating to the Respondent by the Department.

**FINDINGS OF FACT**

Based on information known by or provided to the Department, the following Findings of Fact are asserted for purposes of this Consent Agreement:

- 1) The Facility was opened by Cone Mills Corporation in 1955 and was involved in the dyeing, printing, and finishing of textiles (cotton, cotton/synthetics) until it closed in November 2020.
- 2) In 1990, the Department conducted a Site Investigation. The investigation was limited to 14 environmental samples. Analysis of the data found metals (arsenic, chromium, copper, lead and zinc) and toluene in onsite soils and metals in onsite sediment and groundwater.

The Site Investigation also identified numerous potential environmental concerns, including: the wastewater treatment plant (“WWTP”) (comprised of an aeration basin, polishing ponds, clarifiers, equalization basins, and sludge holding ponds); the boiler plant and associated coal pile; the ash lagoon; ash pile/dump; drums; an area used to store discarded large equipment, drums, and other waste; and an area used for land-farming of WWTP sludge and waste print paste.

3) On March 10, 2004, WLR Carlisle LLC, a Delaware Limited Liability Company acquired ownership over the properties comprising the Site from Cone Mills Corporation. The deed transferring ownership was recorded in Deed Book 228 at page 76.

4) On August 2, 2004, WLR Carlisle LLC changed its name to Carlisle Finishing LLC. Carlisle Finishing LLC is a subsidiary of International Textile Group. In 2019, International Textile Group became Elevate Textiles, Inc. following an integration with American & Efird.

5) During discussion about closure of the plant and the WWTP, the Department requested sludge and groundwater be sampled for PFAS compounds as part of the closure process. Sampling results submitted to the Department on November 10, 2021, demonstrated that perfluoroalkyl and polyfluoroalkyl substances (“PFAS”) were present in the wastewater sludges at the Site.

6) Manufacturing operations at the Facility ceased in November 2020.

7) The WWTP at the Site discharges to the Broad River in accordance with NPDES permit SC0001368. For decades, the wastewater treatment plant treated wastewater from the Town of Carlisle’s (“Town”) municipal wastewater free of charge to the Town in addition to wastewater from the Site. After the Facility closed in 2020, Carlisle Finishing LLC continued to treat the Town’s municipal wastewater free of charge until the Town was able to reroute its municipal wastewater to the City of Union in November of 2023. When wastewater ceased flowing to the wastewater treatment plant, Carlisle Finishing LLC began proactively closing the wastewater treatment plant and an inactive ash basin in coordination with SCDHEC to remove potential sources of contaminants, including PFAS. Currently, Carlisle Finishing LLC is continuing those closure activities pursuant to approved closure plans, which are not within the scope of this Consent Agreement.

8) After research and design in early 2021, Respondent voluntarily sought to install and operate a pilot PFAS removal system, which the Department approved on July 23, 2021. This

system became operational in September 2021 and treated all wastewater, including wastewater from the Town of Carlisle, through the PFAS removal system.

9) On or around June 4, 2020, Carlisle Finishing, LLC and JW Demolition, LLC entered into an Agreement for Purchase and Sale wherein JW Demolition, LLC agreed to purchase the Site. Pursuant to subsequent amendments to the Agreement for Purchase and Sale, Carlisle Finishing, LLC and JW Demolition, LLC agreed to subdivide the Property into two tracts—an approximately 622-acre parcel identified as the “Finishing Parcel” and an approximately 127.08-acre parcel identified as the “Waste Water Treatment Plant Parcel”— that would transfer to JW Demolition, LLC simultaneously at closing.

10) In August 2020, Geosyntec conducted a Limited Phase II Environmental Site Assessment on behalf of JW Demolition, LLC to evaluate groundwater quality at the Site. The Limited Phase II Environmental Site Assessment concluded that VOCs and SVOCs are “generally low across the Site except for a few unregulated compounds.” Similarly, the Phase II concluded that PFAS was “generally present in groundwater, but at higher concentrations near the WWTP.”

11) On or around January 28, 2021, JW Demolition, LLC assigned its right to purchase the Site to Carlisle Partners, LLC and Carlisle WW Holdings, LLC.<sup>1</sup>

12) On or around February 8, 2021, the parties closed the transaction at which time Carlisle Partners, LLC became the owner of Tax Parcel Numbers 131-00-00-001 000 and 131-00-00-002 000, recorded in Deed Book 0294 at page 930, and Carlisle WW Holdings, LLC became the owner of Tax Parcel 131-00-00-012 000, recorded in Deed Book 294 at page 937.

13) On April 5, 2023, the Department sent General Notice Letters informing Respondent, Carlisle Partners LLC, and Carlisle WW Holdings, LLC of potential liability with regard to conditions at the Site, thereby identifying the recipients as “potentially responsible parties” or “PRPs” for purposes of the State analog (S.C. Code § 44-56-200 et. seq.) to the federal Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”). These General Notice Letters noted the “presence of volatile and semi-volatile organic compounds and [PFAS] in groundwater” and suggested the PRPs consult with each other and respond to the Department’s letter.

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<sup>1</sup> To avoid confusion, landowners Carlisle Partners, LLC and Carlisle WW Holdings, LLC are both Wyoming LLCs that were created on January 25, 2021, and are not in any way related to Respondent Carlisle Finishing, LLC.

14) On May 25, 2023, the Department collected surface water samples at two locations in the Broad River immediately downstream of the WWTP. At both locations, PFAS compounds were detected.

15) On August 20, 2024, the Department collected surface water samples upstream and downstream of the WWTP in the Broad River and tributaries at the Site. That sampling detected PFAS in tributaries to the Broad River at the Site and in the Broad River upstream of the Site. Additional assessment is needed to determine whether the Site is contributing PFAS to the Broad River.

16) The Department facilitated a virtual meeting with the PRPs on August 2, 2023, to discuss the General Notice Letters and the Department's expectations regarding future assessment activities. The PRPs committed to providing a written response to the Department.

17) On August 11, 2023, the Department received a written response from Jimmy Summers and J. William Dellinger, Jr., in which they indicated on behalf of the collective PRPs a commitment to working with the Department as they perform the required site assessment. The letter also expressed the PRPs' intention to enter into a voluntary cleanup contract to address further response actions that may be required.

18) On January 19, 2024, the Department sent Special Notice Letters to the PRPs. The Special Notice Letters noted the presence of "volatile and semi-volatile organic compounds and [PFAS] compounds in various media," noted Tetrachloroethylene in saprolite and bedrock monitoring wells, and invited the PRPs to engage in formal negotiations with the Department to come to an agreement regarding the performance of a comprehensive site assessment and evaluation of alternatives.

19) By letter, dated March 14, 2024, Carlisle WW Holdings, LLC and Carlisle Partners, LLC communicated through counsel that they do not believe that they are PRPs.

20) The Department has continued to communicate with all PRPs, including Carlisle WW Holdings, LLC and Carlisle Partners, LLC, to expedite effective remedial actions and has communicated that the purposes of its General Notice Letters and Special Notice Letters is to seek a comprehensive site assessment that is not limited to particular chemicals, such as PFAS, or particular areas of the Site, such as the wastewater treatment plant.

## CONCLUSIONS OF LAW

A “release” or “threat of release” of “hazardous substances, pollutants, or contaminants” into the “environment” has occurred at the Site within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (“CERCLA”) §§ 101-405, 42 U.S.C. §§ 9601-9675, as amended, and the South Carolina Hazardous Waste Management Act (“HWMA”).

The Department has the authority to implement and enforce CERCLA and related regulations pursuant to the HWMA. Additionally, the South Carolina Pollution Control Act (“PCA”), S.C. Code Ann. §§ 48-1-10 et seq. (Supp. 2013), and the HWMA, S.C. Code Ann. §§ 44-56-10 et seq. (2018) give the Department the authority to hold hearings, issue orders, assess civil penalties and conduct studies, investigations, and research; to abate, control, and prevent pollution; and to protect the health of persons or the environment.

**NOW, THEREFORE IT IS AGREED** with the consent of the Respondent and the Department and pursuant to S.C. Code Ann. §§ 44-56-40 and 44-56-200 of the HWMA and S.C. Code Ann. § 48-1-50 of the PCA, the Respondent shall:

1) Within ninety (90) days of receipt of this fully executed Consent Agreement, submit to the Department for review and approval, a Remedial Investigation/Feasibility Study (RI/FS) Work Plan (hereinafter, “Work Plan”) for the Site that is consistent with the technical intent of the National Contingency Plan and all applicable United States Environmental Protection Agency guidance. A Health and Safety Plan (“HASP”), consistent with the Occupational Safety and Health Act (OSHA) regulations and protocols, must also be prepared and submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the HASP by the Respondent. Each plan may be prepared by the Respondent under separate cover. The Work Plan shall include a time schedule for implementation of all major activities required by the Work Plan. The Work Plan must include, but is not limited to, provisions for the following: a) a detailed study to determine the source(s), nature, and extent of contamination at the Site, b) evaluating risks to human health and the environment, c) evaluating remedial alternatives and data needs for such evaluation, d) identifying federal and state ARARs (applicable or relevant and appropriate requirements), and e) a proposal for continued long-term

monitoring of surface water and groundwater monitoring wells. The Work Plan shall include a Conceptual Site Model (“CSM”) that demonstrates the Respondent’s current understanding of site conditions, sources, release mechanisms, exposure pathways, and migration routes. The CSM shall be updated periodically as additional data is collected. At the sole discretion of the Department, Respondent may utilize existing data, including existing data from third parties, and focus on data gaps in developing the Work Plan. The Department shall review the Work Plan and provide its collective comments in a single round or “batch” to Respondent so that Respondent can review and respond to the Department’s comments wholistically. Any comments generated through the Department’s review of the Work Plan must be addressed in writing by the Respondent within thirty (30) days of receipt of said Department’s comments. Upon Department approval of the Work Plan and the time schedule, the Work Plan and time schedule shall be incorporated herein and become an enforceable portion of this Consent Agreement.

2) Begin implementation of the Work Plan described in the preceding paragraph within thirty (30) days of receipt by the Respondent of the Department’s written approval of said Work Plan. The Department and Respondent recognize that the determination of the sources, nature, and extent of contamination may require multiples phases of assessment.

3) Within sixty (60) days of the execution date of this Consent Agreement and once quarterly thereafter, Respondent shall submit to the Department written progress reports that shall: (a) describe the actions which the Respondent has taken toward achieving compliance with this Consent Agreement during the previous reporting period; (b) include, in summary format, results of sampling and tests received by the Respondent during the reporting period; (c) include activities completed under the approved Work Plan during the previous period; (d) describe all actions which are scheduled for the next reporting period, and provide other information relating to the progress of the work as deemed necessary or requested by the Department; and (e) include information regarding the percentage of work completed, any delays, encountered or anticipated, that may affect the future schedule for implementation of work required by this Consent Agreement, and a description of efforts made to mitigate delays or avoid anticipated delays. These progress reports are to be submitted in writing to the Department by the fifth day of every quarter following the execution date of this Consent Agreement.

4) Submit to the Department a Remedial Investigation Report (to include a Baseline Risk Assessment or other appropriate evaluation of risk to human health and the environment)

within forty-five (45) days after completion of the work activities described in the approved Work Plan or any amendments thereto. The Department will review the report for determination of completion of the RI and sufficiency of the documentation. The Department shall either approve or disapprove this report within a reasonable period of time. If the Department determines that the field investigation is not complete, it will send written notification of such to the Respondent, and the Respondent shall subsequently conduct additional field investigation to further determine the source, nature, and extent of contamination. If the Department determines the field investigation is complete, but the report needs revisions, the Respondent shall submit a revised report that addresses the Department's comments within thirty (30) days after receipt of the Department's comments or within an additional period of time as agreed to in writing by the Department at its discretion, upon written extension request by the Respondent.

5) If determined necessary by the Department, submit to the Department for approval a Feasibility Work Plan ("FS Work Plan") within sixty (60) days after the Department's approval of the Remedial Investigation Report. Upon receipt of the Department's approval of the FS Work Plan, Respondent shall conduct a Feasibility Study ("FS") to evaluate remedial alternatives for addressing contamination at the Site. A Feasibility Study Report ("FS Report") shall be submitted in accordance with the schedule in the approved FS Work Plan. Any comments generated through the Department's review of the FS Work Plan and FS Report must be addressed in writing by the Respondent within thirty (30) days of receipt of said Department's comments. Upon Department approval of the FS Work Plan and the time schedule, the FS Work Plan and time schedule shall be incorporated herein and become an enforceable portion of this Consent Agreement.

6) Within thirty (30) days of the execution date of this Consent Agreement, pay to the Department by certified check or cashier's check the sum of fifty-seven thousand two hundred thirty-five dollars and forty-nine cents (\$57,235.49) to reimburse estimated past response costs incurred by the Department through the execution date of this Consent Agreement ("Past Costs"). Respondent's payment for Past Costs shall be submitted to:

Linda Jackson  
South Carolina Department of Environmental Services  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, SC 29201



7) On a quarterly basis and to the extent so invoiced, reimburse the Department for its costs of activities associated with this Consent Agreement. These costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Consent Agreement, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within sixty (60) days of the Department's invoice date. The Department shall provide documentation of its costs in sufficient detail 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:

Carlisle Finishing, LLC

Mr. Jimmy Summers

121 W. Trade Street, Suite 1700

Charlotte, NC 28202

The Respondent's payments shall reference the Consent Agreement number on page 1 of this Consent Agreement and be made payable to: **South Carolina Department of Environmental Services**. If complete payment of the quarterly billing is not received by the Department by the due date, the Department may bring an action to recover the amount owed and other costs recoverable by the Department under applicable laws in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

8) If any event occurs which causes or may cause a delay in meeting any of the above-scheduled dates for completion of any specified activity pursuant to the approved Work Plans, the Respondent shall notify the Department in writing at least five (5) days before the scheduled date. The Respondent shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, if ascertainable, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which the Respondent proposes that those measures will be implemented. The Department shall provide written notice to the Respondent as soon as practicable that a specific extension of time has been granted or that no extension has been granted. An extension may be granted by the Department for any scheduled activity if, after exercise of reasonable diligence by the Respondent, such activity is delayed by an event of force majeure, which shall mean any event arising from causes beyond the control of the Respondent that causes a delay in or prevents the performance of any of the conditions under this Consent Agreement



including, but not limited to: a) action or inaction of third parties, including the landowners of the Site, acts of God, fire, war, insurrection, civil disturbance, explosion; b) adverse weather conditions that could not be reasonably anticipated causing unusual delay in transportation and/or field work activities; c) restraint by court order or order of public authority; d) inability to obtain, after exercise of reasonable diligence and timely submittal of all applicable applications, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority; and e) delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence by the Respondent. Events which are not force majeure include for example, but are not limited to, unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure by the Respondent to exercise due diligence in obtaining governmental permits or performing any other requirement of this Consent Agreement or any procedure necessary to provide performance pursuant to the provisions of this Consent Agreement. Any written notice of extension shall be granted at the sole discretion of the Department when Respondent makes a reasonable showing that a force majeure event has occurred, incorporated by reference as an enforceable part of this Consent Agreement, and thereafter is referred to as an attachment to this Consent Agreement.

9) Failure to comply with any time schedule in the approved Work Plans or any written extension approved by the Department, may be considered a violation of the provisions of this Consent Agreement, and, therefore, may be deemed a violation of the HWMA, the PCA, or both, as provided for in the final paragraph of this Consent Agreement.

10) The Respondent shall prepare all plans and perform all activities under the Consent Agreement in accordance with the technical intent of the National Contingency Plan and all applicable United States Environmental Protection Agency guidance. All work plans and 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. Two (2) paper copies and one electronic copy in PDF format of each document prepared under this Consent Agreement shall be submitted to the Department's Project Manager.

11) In consideration of the Respondent's performance of the approved Work Plan, the Department covenants not to sue or to take any other civil or administrative action against the Respondent for "Covered Matters." "Covered Matters" shall be limited to those matters

specifically covered in the approved Work Plan(s) and associated reports generated in connection with the approved Work Plan(s) and in this Consent Agreement. “Covered Matters” does not include: (a) claims based on the failure of the Respondent to meet the requirements of this Consent Agreement; (b) any liability for any claim related to or arising out of response actions taken, selected, or ordered by the Department that are designed in whole or in part to respond to a release or threatened release of hazardous substances, pollutants, or contaminants into surface water or ground water at or near the Site; (c) any claim for recovery of response costs incurred by the Department; (d) criminal actions or liabilities; (e) claims for damages to natural resources; (f) any contamination or condition not previously known nor revealed by the results of the approved Work Plan(s), but discovered by or made known to the Department after completion of the approved Work Plan(s); and (g) all other matters not specifically covered in the approved Work Plan(s) and this Consent Agreement. With respect to future liability for Covered Matters, this covenant not to sue shall take effect upon the Department’s written certification of approval of all final written reports as required by this Consent Agreement and submitted by the Respondent to the Department outlining and specifying the results of the activities performed pursuant to the approved Work Plan(s).

12) Nothing in this Consent Agreement is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the Department may have against the Respondent for any matters not expressly included in “Covered Matters.”

13) Nothing in this Consent Agreement is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the Department may have against any person, firm, corporation or other entity not a signatory to this Consent Agreement, including but not limited to Elevate Textiles, Inc., Carlisle Partners, LLC, and Carlisle WW Holdings, LLC.

14) Upon execution of this Consent Agreement by the Department, Respondent, 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 S.C. Code Ann. § 44-56-200, for Covered Matters addressed in this Consent Agreement. Further, by resolving its liability to the State for some or all of a Response Action pursuant to this administrative settlement, the Respondent may seek contribution to the

extent authorized under 42 U.S.C. § 9613(f)(3)(B) and S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of this Consent Agreement and shall commence upon publication of the notice of this proposed Consent Agreement in the *South Carolina State Register*. For the avoidance of doubt, nothing in this Consent Agreement is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the Respondent may have against any person, firm, corporation or other entity not a signatory to this Consent Agreement, including but not limited to Carlisle Partners LLC, and Carlisle WW Holdings, LLC. Respondent expressly reserves all of its rights to seek reimbursement, contribution, or other damages from other PRPs related to the Site.

15) In consideration for the Department's covenant not to sue, the Respondent agrees not to assert any claims or causes of action against the Department arising out of response activities undertaken at the Site, or to seek any other costs, damages, or attorney's fees from the Department arising out of response activities undertaken at the Site except for those claims or causes of action resulting from the intentional or grossly negligent acts or omissions of the Department. The State of South Carolina, the Department, or any agency representative shall not be a party to any contract involving the Respondent at or relating to the Site.

16) Subject to Paragraphs 11 and 12 of this Consent Agreement, the Department agrees that, upon the Respondent's fulfillment of the terms of this Consent Agreement, as approved by the Department, any liability of the Respondent to the Department for "Covered Matters" will be deemed resolved as between the Respondent and the Department and that the Department shall make no claims against the Respondent for "Covered Matters." Nothing in this Consent Agreement shall prohibit the Department from bringing or taking future response or remedial actions that may be required at the Site and from seeking any relief in law or equity from all PRPs.

17) The Respondent shall reimburse the Department for all past and future costs incurred, resulting from actions taken by the Department at the Site. The Department acknowledges that Respondent is not the current landowner of the Site and has no ability to control the activities of the landowners, which since 2020 has been, Carlisle Partners LLC, and Carlisle WW Holdings, LLC. Similarly, the Department acknowledges that Respondent does not have the authority to restrict or grant access rights to others. In light of those circumstances, the Department

shall take those factors into consideration, especially in determining Respondent's ability to implement the Work Plan and comply with the deadlines and requirements in this Consent Agreement. The Parties agree to review and, as the circumstances require, amend this Consent Agreement, including its scope and deadlines, to address any action or inaction on the part of the landowners. If Respondent is unable to obtain access from the Property owner after making diligent efforts to do so and has not obtained an extension in accordance with Paragraph 7 of this Agreement, the Department may obtain access and perform response actions consistent with this Consent Agreement in which case Respondent agrees to reimburse all the Department's costs associated with obtaining access and conducting said actions. All such reimbursements and costs paid by Respondent are eligible for contribution and cost recovery from other PRPs, including Carlisle Partners LLC, and Carlisle WW Holdings, LLC, as addressed in Paragraph 14.

18) This Consent Agreement may be modified or terminated only upon mutual written consent.

19) This Consent Agreement shall be binding upon and inure to the benefit of the Respondent, their parents, subsidiaries, successors, and assigns and of the Department and any successor agency of the State of South Carolina that may have responsibility for and jurisdiction over the subject matter of this Consent Agreement. The Respondent may not assign its rights or obligations under this Consent Agreement without the prior written consent of the Department, which shall not be unreasonably withheld.

20) This Consent Agreement shall be admissible in any enforcement action brought by the Department but may not be utilized by third parties against the Respondent as proof of any allegations, findings, or conclusions contained herein.

21) The Respondent specifically denies any responsibility for response costs or damages, and does not, by signing this Consent Agreement, waive any rights which they may have to assert any claims in law or equity against any other person, company, or entity with respect to the Site.

**IT IS FURTHER AGREED** that this Consent Agreement governs only the Respondent's liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and the Respondent with respect to the resolution and settlement of these matters. The parties are not relying upon any representations,

promises, understandings, or agreements except as expressly set forth within this Consent Agreement.

**IT IS FURTHER AGREED** that failure to meet the deadlines established herein or any other violation of the provisions of this Consent Agreement or applicable law may be deemed a violation of the South Carolina Hazardous Waste Management Act, the South Carolina Pollution Control Act, or both, and therefore may be deemed unlawful. Upon ascertaining any such violation, appropriate action may be initiated by the Department in the appropriate forum to obtain compliance with the provisions of this Consent Agreement and the aforesaid Acts.

[Signature Pages to Follow]

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

\_\_\_\_\_  
Myra Reece  
Interim Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Juli E. Blalock, Chief  
Bureau of Land and Waste Management

Date: \_\_\_\_\_

\_\_\_\_\_  
Timothy J. Stanley, Director  
Division of Compliance and Enforcement

Date: \_\_\_\_\_

\_\_\_\_\_  
Reviewing Attorney  
Office of General Counsel

Date: \_\_\_\_\_

**CARLISLE FINISHING, LLC**

Kristen H. Hughes  
Signature

Date: February 14, 2025

Kristen H. Hughes, Chief Legal Officer  
Printed Name and Title