

**NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT**

**In Re: Former Seaboard Chemical)
Corporation Facility and)
Riverdale Drive Landfill) Docket No. 08-SF-249
)
Jamestown, North Carolina)**

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**NOTICE OF PUBLIC HEARING AND PUBLIC COMMENT PERIOD AND SUMMARY
OF PROPOSED REMEDIAL ACTION PLAN
NORTH CAROLINA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT
HAZARDOUS WASTE SECTION
1646 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-1646
(919) 508-8400**

The North Carolina Division of Waste Management ("Division") of the North Carolina Department of Environment and Natural Resources hereby gives notice of a public hearing and public comment period on a proposed Remedial Action Plan ("Proposed RAP") for a Site located in Jamestown, Guilford County, North Carolina. The Site consists of the former Seaboard Chemical Corporation Facility, the City of High Point's Riverdale Drive Landfill, the City Materials Recovery Facility adjacent to the Landfill, any property that has been or may be acquired for purposes of performing a remedial action program at the Site and the groundwater contamination originating from these source areas. The purpose of the Proposed RAP is to contain and remediate contaminated soils and groundwater at the Site. A summary of the Proposed RAP appears at the end of this notice.

In addition, the Division hereby gives notice of a public hearing and public comment period on a proposed Remedial Action Settlement Agreement and a proposed De Minimis Settlement Administrative Order on Consent (collectively "Proposed Settlement Agreements"). The Division proposes to enter into the Remedial Action Settlement Agreement with certain Settling Remediators, as defined in the Remedial Action Settlement Agreement, to provide for the implementation of an effective remedial program at the Site and the payment of past costs incurred by the Division at the Site. The Division proposes to enter into the De Minimis Settlement Administrative Order on Consent with persons who arranged for disposal or treatment or transport for disposal or treatment of no more than 85,000 gallons of hazardous substances at the Site. The De Minimis Settlement Administrative Order on Consent provides a method whereby each De Minimis Settlor may substantially resolve its liability to the State for implementation of a remedial action program at the Site and the payment of past costs incurred by the Division at the Site.

The public hearing on the Proposed RAP and Proposed Settlement Agreements will be held on Wednesday, November 5, 2008, at 7:00 p.m. in the High Point City Council Chamber on the third floor of City Hall, 211 South Hamilton St., High Point, North Carolina. The doors will open by 6:30 p.m. All interested parties will have an opportunity to present oral and written statements concerning the Proposed RAP and Proposed Settlement Agreements. Five (5) minutes will be allotted per speaker.

The public comment period on the Proposed RAP and Proposed Settlement Agreements will begin on October 1, 2008, and extend through November 30, 2008. All comments received during the public comment period and at the public hearing will be considered in the formulation of a final decision by the Division on the Proposed RAP and Proposed Settlement Agreements. Written comments should be sent to the following address by November 30, 2008:

Mr. Vance Jackson
Hazardous Waste Section
N. C. Division of Waste Management
1646 Mail Service Center
Raleigh, NC 27699-1646

The Division will mail documents constituting the Proposed RAP and Proposed Settlement Agreements to each public library in Guilford County, with a request that each library maintain a copy of the documents for review and copying from October 1, 2008, through November 30, 2008. The City of High Point will also maintain a copy of the documents at the High Point Public Library, 901 North Main Street, High Point. No appointment is necessary to review documents at Guilford County libraries or the High Point Public Library during normal business hours.

In addition, the Division will make all documents constituting the Proposed RAP and Proposed Settlement Agreements available for review at its offices located at 401 Oberlin Road, Suite 150, Raleigh North Carolina. Documents are available for review at this location from 9:00 a.m. to 4:00 p.m. on Monday through Friday. An appointment should be made to review documents at this location by calling the Division at (919) 508-8400, extension 8564.

After the expiration of the public comment period on November 30, 2008, the Division will make and document its final decision regarding the Proposed RAP and Proposed Settlement Agreements. The Division will place a copy of the final decision in the repository at the 901 North Main Street branch of the High Point Public Library and in its permanent files for the Site at its offices at 401 Oberlin Road in Raleigh, North Carolina. The Division will also mail a copy of the final decision to all persons who record their names and addresses on the sign-up sheet at the public hearing.

Summary of Proposed RAP

The Proposed RAP consists of the Remedial Action Settlement Agreement, its appendices and the Remedial Recommendation Document, which is incorporated into the Remedial Action Settlement Agreement by reference. The Remedial Recommendation Document is available for review on the North Carolina Division of Waste Management website at URL: http://wastenot.enr.state.nc.us/HWHOME/RemedyRecommendation_Seaboard.pdf. The Proposed RAP takes into consideration the findings of the Remedial Investigation, the Feasibility Study, the Baseline Risk Assessment and the currently known technical limitations on remediation of dense, non-aqueous phase liquids in fractured bedrock. The Proposed RAP includes engineering and institutional controls along with leachate collection, groundwater extraction and treatment for plume containment and contaminant reduction. The Proposed RAP will control the potential for off-site migration of impacted groundwater and leachate into the Deep River and the Randleman Reservoir.

The Proposed RAP addresses these objectives through the following components:

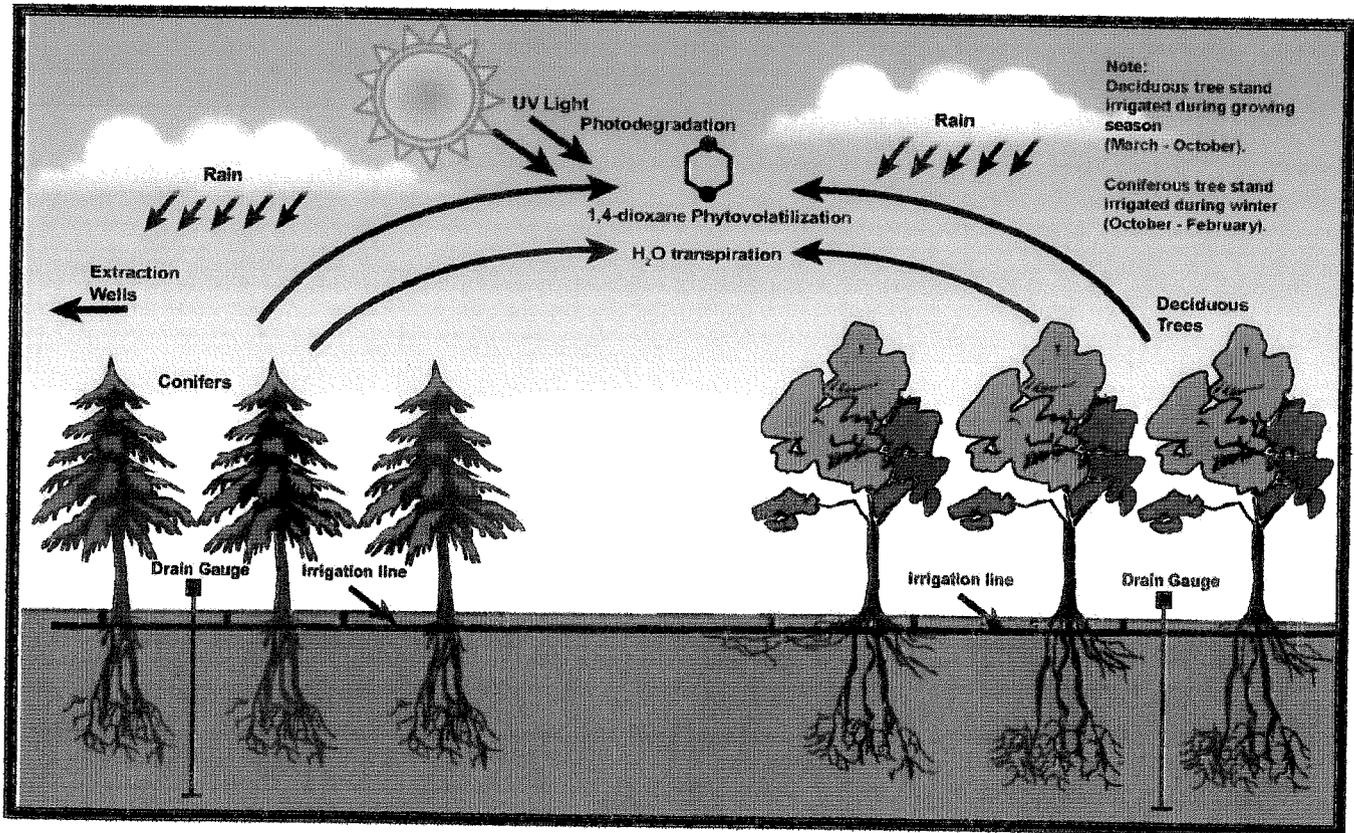
1. Isolation of Landfill leachate and leachate-impacted groundwater to prevent its migration to the waters of the Deep River and the Northern and Southern Intermittent Streams;
2. Stabilization of Landfill slopes and enhancement of the existing caps at the Landfill and the Seaboard Site;

3. Extraction of groundwater to contain plume migration and capture impacted groundwater recharge into the Deep River and the Northern and Southern Intermittent Streams.
4. Treatment of extracted groundwater to reduce contaminant mass;
5. The use of natural treatment processes, including constructed wetlands and upland phytoremediation systems, to provide sustainable and cost-effective treatment of extracted groundwater;
6. Physical and chemical treatment, including air stripping, aeration and ozone-oxidation methods, to supplement the natural treatment processes. A HiPOx treatment system which uses hydroxyl radicals formed by the reaction of ozone with hydrogen peroxide to treat organic contaminants in the groundwater to a performance standard of <10 ug/l or an equivalent system with an equal or greater performance standard is proposed for use at the Site. This system will provide effective treatment during periods of time when the natural treatment systems are not operational or are not effective in treating contaminated groundwater.
7. Continued use and maintenance of fences and warning signs at the Site to restrict unauthorized access;
8. Permanent land use restrictions on the Site and the property immediately across the Deep River from the Site to prevent future uses of impacted groundwater or activities which could result in unacceptable risk exposures;
9. Long-term, periodic site inspections and agency reviews; and
10. Long-term, periodic groundwater and surface water monitoring.

The Proposed RAP also includes a Statement of Work that establishes time frames for implementation of the Proposed RAP, if approved by the Division after public comment. The Statement of Work provides, among other things, for a review of the effectiveness of the remedy no less than every five years after commencement of the remedial action systems.

**Seaboard Chemical Corporation Facility
and
City of High Point
Riverdale Drive Landfill**

Remedial Recommendation Document



Prepared by:
**Seaboard Group II
And
City of High Point, NC**

Remedy Recommendation Document

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EXECUTIVE SUMMARY

The representatives of the City of High Point, NC and Seaboard Group II ("Parties") have reviewed and evaluated the comprehensive information and data collected since 1994, when they began to cooperate in the performance of a remedial investigation and feasibility study of the former Seaboard Chemical Corporation facility ("Seaboard Facility") and the City of High Point Riverdale Drive Landfill ("Landfill") (The Seaboard Facility and Landfill are collectively referred to as the "Site"). The Site is located in Jamestown, Guilford County, North Carolina.

In addition, the Parties have cooperated in the preparation and submission to the North Carolina Department of Environment and Natural Resources ("DENR") of a Remedial Investigation Report, Baseline Risk Assessment Report, Feasibility Study Report, and the associated supplemental reports to those documents. The reports were submitted to DENR for review, comment and approval. In addition, they were made available to the public for review and comment in accordance with notices published in the Greensboro News and Record newspaper on July 15, 1999 and August 10, 2004; the High Point Enterprise newspaper on July 15, 1999 and August 15, 2004; and the North Carolina Register on July 1, 1999 and September 15, 2004.

This document presents the remedy that is recommended by the Parties to address the containment and remediation of impacted soils and ground water at the Site. The proposed remedy will provide the containment and treatment necessary to ensure an effective and viable remedy that is fully protective of public health, safety and the environment.

This remedy takes into consideration the findings of the Remedial Investigation ("RI"), Baseline Risk Assessment ("BRA") and Feasibility Study ("FS"), and the currently known technical limitations on remediation of dense non-aqueous phase liquids ("DNAPL") in fractured bedrock settings. As a result, engineering and institutional controls are proposed along with leachate collection, ground water extraction and treatment for plume containment and contaminant reduction. This remedy will control the potential for off-site migration of impacted ground water and

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leachate into the Deep River and, in the future, into Randleman Reservoir¹.

This recommended remedy addresses these objectives through the following components:

- Isolation of landfill leachate and leachate-impacted ground water to prevent its migration to the waters of the Deep River and the Northern and Southern Intermittent Streams;
- Stabilization of landfill slopes and enhancements of the existing caps at the Site;
- Extraction of ground water to contain plume migration and capture impacted ground water recharge into the Deep River and the Northern and Southern Intermittent Streams;
- Treatment of extracted ground water to reduce contaminant mass;
- The use of natural treatment processes (i.e., constructed wetlands and uplands phytoremediation) to provide sustainable and cost-effective treatment of extracted ground water;
- Physical and chemical treatment supplements (i.e., aeration and ozone-oxidation methods) to the natural treatment processes to provide effective treatment during periods when the natural systems are being started up or may be operating with limited effectiveness;
- Continued use and maintenance of the existing fence and warning signs to restrict unauthorized access to the Site;
- Permanent land use restrictions on the Seaboard Facility and the property immediately across the Deep River from the

¹ Construction of a Dam on the Deep River approximately 15 miles downstream of the Site is complete. When filled, the Randleman Reservoir will be created (also referred to as Randleman Lake) and will raise the elevation of the surface water in the area of the Site to 682 feet m.s.l. The reservoir will become a drinking water source for area communities.

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Site to prevent future uses of impacted ground water or activities which could result in unacceptable exposure risks;

- Long-term periodic Site inspections and Agency reviews; and,
- Long-term, periodic ground water and surface water monitoring.

A thorough evaluation of all of the alternatives for remediation of the Site has been performed by the Parties. After carefully evaluating those alternatives, the Parties believe that this proposed remedy will provide the most effective, technically feasible remediation, incorporating both containment of contaminant migration and reduction of contaminant mass through treatment of extracted ground water, while achieving the remedial objectives.

SUPPORTING INFORMATION

INTRODUCTION

This Remedy Recommendation Document has been developed for the Seaboard Facility and the Landfill, which are located in Jamestown, Guilford County, North Carolina. It has been prepared in accordance with the Remedial Investigation Administrative Order on Consent ("AOC") entered into with DENR on January 30, 1996 and the Feasibility Study AOC entered into on July 22, 1997.

PURPOSE

Remedial investigations conducted at the Site have documented the presence of chlorinated and non-chlorinated hydrocarbon compounds in soils, leachate and ground water. The remedial investigation results indicate the presence of dense non-aqueous-phase liquids in the fractured bedrock aquifer underlying the Site. The purpose of this remedy recommendation is to propose a protective remedial strategy for the impacted soils, leachate and ground water based on the results of the remedial investigation, baseline risk assessment and feasibility study. The remedial strategy proposes natural attenuation, contaminant mass reduction and containment of impacted soils, leachate and ground water.

BACKGROUND

SITE DESCRIPTION AND HISTORY

The general Site location is shown in Figure 1. The Site consists of two properties, as shown on Figure 2. The Seaboard Facility property is located at 5899 Riverdale Drive, Jamestown, NC. The adjacent Landfill, a closed municipal solid waste landfill, bounds the Seaboard Facility on two sides. Land use is primarily rural, with very little residential use within a 4-mile radius of the Site. Private residences and agricultural land are located adjacent to the north and west boundaries of the landfill, and to the west and south across Riverdale Drive. Land use at the Site is industrial. The Site is bounded on the north and east by the Riverdale Drive Landfill, on the west by the City's Material Recycling Facility ("MRF"), on the south by Riverdale Drive, and on the east by the

Deep River. The City's Eastside Waste Water Treatment Plant ("EWWTP") is located to the south across Riverdale Drive. Interstate Highway 85 borders the southeast corner of the Site.

SEABOARD FACILITY DESCRIPTION AND HISTORY

The Seaboard Facility is comprised of approximately 13 acres of land, of which approximately 5 acres were developed for use as a plant and office area. The remaining area is undeveloped, wooded and bisected by a small, unnamed stream (referred to as the Southern Intermittent Stream or "SIS"). The Seaboard Facility is bordered to the north and east by the Landfill, as depicted on Figure 2.

Between 1974 and 1989 Seaboard Chemical Corporation operated solvent recovery and fuel-blending processes at the Facility and was granted Interim Status under the Resource Conservation and Recovery Act ("RCRA") as a treatment, storage and disposal facility in 1982. The Facility was divided into 13 operating areas corresponding to the different activities conducted. These included, among other things, distillation, fractionation and condensation of organic solvent wastes. Seaboard also provided services such as thermo-setting monomer purification and recovery, chrome steel drum drying, solids pulverizing, batching and mixing. In addition, three surface impoundments were in service at the facility during the time that Seaboard was in operation. Other supporting operations included wastewater treatment, storage of incoming wastes in drums and above ground storage tanks, storage of certain recyclable materials in dedicated tanks and operation of two boilers located in a boiler house. The property had also been used for chemical processing before Seaboard's ownership, during the period prior to 1974. Prior to that time the property was reportedly used as a hog-slaughtering and processing facility.

The Seaboard Chemical Corporation ceased all activities in 1989, and the Facility is no longer in operation. The Company ceased all activities when it was denied a special use permit by Guilford County. The corporation declared bankruptcy and was not able to fund the cost of performing the necessary site closure. The property is owned at this time by the bankruptcy estate of

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Seaboard Chemical Corporation and administered by J. Brooks Reitzel, Jr., bankruptcy trustee.

Following abandonment of the Facility by the owner, DENR requested parties that may have used the services of Seaboard Chemical Corporation in the past (also referred to as potentially responsible parties or "PRPs") attend a meeting held in Raleigh, NC in 1990. Following that meeting, Seaboard Group I was formed by the PRPs for the purpose of conducting a voluntary removal action for potentially hazardous materials remaining at the site and to develop some initial assessment information.

Removal activities were conducted during 1990 and 1992 to remove all remaining waste materials and certain tanks and equipment from the Seaboard Facility. In addition, an initial screening evaluation of the Site was performed, and a Remedial Investigation Work Plan was developed. Following that removal activity, Seaboard Group I was dissolved.

Seaboard Group II ("Group") was then formed to perform a remedial investigation and to prepare a baseline risk assessment, feasibility study and flow and solute transport model for the Site. Seaboard Group II was also to perform certain other functions necessary to develop a conceptual remedy for the Site. The Group entered into an agreement with the City of High Point to perform a remedial investigation since the close proximity of the Landfill and Seaboard Chemical Corporation facility made joint investigation of the two sites advantageous for both the City and the Group. The Parties then entered into AOCs with DENR to perform the remedial investigation on January 30, 1996 and the feasibility study on July 22, 1997.

RIVERDALE LANDFILL DESCRIPTION AND HISTORY

The Landfill portion of the Site is comprised of approximately 150 acres. The Landfill was operated, using customary methods in general use at the time, from the 1950's until October 1993. Prior to use as a solid waste landfill the property was undeveloped woodland and agricultural land. The Landfill was permitted by the North Carolina DENR Solid Waste Section in 1979.

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During Landfill operations, sections of the SIS and the entire length of the Northern Intermittent Stream ("NIS"), an unnamed tributary that dissects the northern portion of the landfill, were piped, and solid waste was used to fill the drainage valleys. Waste was also placed over the top of the pipes, which are presently under approximately 100 feet of solid waste.

The Landfill was divided into four primary areas. These included the central section ("Area A"), the northwestern section ("Area B"), the southeastern section ("Area C"), and the former burn pits area and soil residue mound. These areas are depicted on Figure 2. During the construction of the landfill cells there was a very limited lateral leachate collection system installed near the discharge path of the Southern Intermittent Stream. No liner system was installed beneath the Landfill, and the waste material was placed directly upon the existing soil. During operation, some of the waste materials were shredded or bailed prior to placing them in the Landfill.

In 1989 a leachate collection system was added to control surface seeps (leachate leakage) along the slopes of the landfill. The leachate from these seeps is presently collected in concrete storage tanks and subsequently pumped into tank trucks and treated off-site. The quantity of leachate managed in this system varies, but averages approximately 60,000 gallons per month.

From approximately 1966 to 1970 Landfill operations included the disposal and open burning of spent solvents. The area in which these activities took place is referred to as the "former burn pit area." These burn pits were filled with organic solvent materials and were set on fire when a sufficient quantity was accumulated. Periodically the burn pits were cleaned of residue and the resulting soil residue was pushed out of the burn pit and accumulated in a mound. Presently this mound consists of approximately 600 cubic yards of contaminated residue. This area is referred to as the "soil residue mound" (Figure 2) and is located in an area near the Landfill scale house.

The Landfill is now capped with a minimum of two feet of native soil and vegetative cover. During recent Geoprobe testing of the western Landfill cap area it was determined that the majority of the Landfill cap was 3.5 to 4.5 feet in depth, with some areas

having as much as 7 feet of cover. The cap was installed prior to any regulations concerning soil compaction or permeability requirements. Therefore, the permeability of the Landfill cap is not known at this time. The depth of the Landfill material varies, but can be as deep as 130 feet.

SUMMARY OF REMEDIAL INVESTIGATION

The RI was conducted by Blasland, Bouck & Lee, Inc. ("BB&L") (BB&L, March 1999). The RI activities were conducted in two phases. Phase I took place from April 1996 through September 1997. Phase II took place from April 1998 through September 1998. The BB&L Remedial Investigation Report also summarized the findings of several prior investigations conducted at the Site between 1980 and 1993.

The major field tasks completed during the course of the two RI phases included ground-water sampling, aquifer testing, installation of monitoring wells, leachate wells, river and stream piezometers, and a variety of supplemental geotechnical, geophysical, soil gas, river and stream flow, and hydrogeologic mapping studies. A conceptual site hydrogeological model was also developed and refined as part of the RI, and the RI data supported the development of a numerical ground water flow and solute transport model. From these activities, the nature and extent of contaminant releases have been comprehensively characterized for the Seaboard facility soils, the former Landfill burn pits and soil residue mound, the landfill and the leachate collection system, and the ground water and surface water at the Site. An overall summary of the major Site conditions, based on previous Site investigations and studies, is presented in this section of this document.

SITE CONCEPTUAL HYDROGEOLOGICAL MODEL

A site conceptual hydrogeological model was developed, tested and refined throughout the RI and FS processes. The conceptual model provides a thorough characterization of the Site hydrogeology, contaminant migration pathways, plume geometry and ground water discharge to surface water. The site conditions and the conceptual model are summarized in this section

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The Site hydrogeology is characteristic of the regional Piedmont aquifer system and consists of three aquifer units: the saprolite or partially weathered rock aquifer, the shallow bedrock aquifer and the deep bedrock aquifer.

The saprolite or partially weathered rock aquifer is the uppermost aquifer across much of the Site, but is locally absent where the water table occurs below the top of bedrock. The thickness of this aquifer, where present, is generally less than 20 feet but extends to depths of 90 feet in certain areas of the Site. The shallow bedrock aquifer extends from the top of competent bedrock to a depth where ground water flow becomes limited due to the lack of open fractures. The base of the shallow bedrock zone at the Site is variable but generally occurs at depths of 200 to 400 feet. The deep bedrock aquifer extends downward from the base of the shallow bedrock aquifer and is characterized by low permeability and limited ground water flow.

The primary ground water movement at the Site occurs within the saprolite and shallow bedrock aquifer zones. The saprolite and shallow bedrock aquifers are hydraulically interconnected. Based on historical monitoring well gauging data, the depth to ground water at the Site ranges from approximately 7 feet at the Southern Intermittent Stream north of the Seaboard Chemical facility to approximately 69 feet at the south end of the Landfill property along Riverdale Drive.

The potentiometric surface of shallow ground water in the saprolite aquifer generally follows the original topography of the Site. The saprolite aquifer is locally absent where the water table occurs below the top of bedrock, generally beneath the topographic high point locations. Ground water flow within the shallow bedrock aquifer is primarily through fractures in the bedrock and is strongly controlled by subsurface geologic structures such as faults, fracture zones, and mafic dikes. These discrete geologic features are moderately to steeply dipping tabular structures with associated fracture zones along the margins. The structures are oriented primarily in a north-south or east-west direction, and their intersection results in an irregular pattern of bedrock blocks bounded by the linear discrete geologic structures. The fracture zones along the discrete features are generally more permeable and better connected than the regional

or background fracture sets within the bedrock blocks. The higher permeability and interconnectivity of the fracture zones along the discrete features serve as the preferred ground water flow paths and contaminant migration pathways. The intersections of structural geologic features create zones of greater permeability within the shallow bedrock aquifer.

Several prominent geologic structures have been identified and mapped at the Site. The most significant geologic features are as follows:

- Southern Intermittent Stream Fault
- Seaboard Dike
- PW-5D Dike/Fault
- Regional Fault/Dike
- Deep River Fault

The Southern Intermittent Stream Fault zone represents a ground water flow and contaminant migration pathway to the east, toward the Deep River. Ground water flow is diverted northward from the fault by north-south trending geologic structures which extend to the east-west segment of the Deep River in the vicinity of the mouth of the SIS. At the east-west segment of the Deep River, the river course is controlled by the Deep River Fault. This southward-dipping fault intercepts the main contaminant plume at the Deep River. The Regional Fault, located near the eastern edge of the main contaminant plume, also serves as a preferred contaminant migration pathway to the north and towards the east-west discharge zone of the Deep River. Similarly, the Seaboard Dike that extends from the Seaboard Facility northeastward to the vicinity of the west end of the east-west segment of the river appears to represent a northwest boundary of the main contaminant plume. The monitoring well network at the Site is designed to evaluate hydrogeologic conditions and monitor ground water quality along the inferred primary ground water contaminant migration pathways.

Based on water level elevation data collected during several ground water monitoring events conducted during the performance of the RI and on an annual basis since 1997, the overall Site lateral hydraulic gradient is toward the Deep River and

the vertical hydraulic gradient in the bedrock aquifer is upward in the vicinity of the Deep River immediately north and south of the river. The water level and gradient data are consistent with fundamental hydrogeologic concepts of ground water flow to a river. As a result, although there may be some limited excursion of contaminants from the south side to the north side of the Deep River, the majority of the contaminant mass is mixing with surface water at the Deep River stream bed.

OPERABLE UNITS

For RI purposes, the Site was divided into four operable units ("OUs"), which were defined as:

- OU1 – Former Seaboard Soils (including the metal debris areas);
- OU2 – Contaminated Ground Water Associated with the Site (OU1, OU3, and OU4);
- OU3 – City of High Point Riverdale Drive Landfill Soils (including the leachate collection system); and,
- OU4 – City of High Point Riverdale Drive Landfill Former Burn Pits Area and Soil Residue Mound.

OU1 - SEABOARD SOIL

All soil samples collected from the Seaboard Facility during the Remedial Site Investigation (Geraghty & Miller ("G&M"), 1993) and the RI exhibited constituent concentrations that are below the U.S. EPA Region III Residential Soil Risk Based Concentration ("RBC") screening criteria. This includes soil samples collected in the Metal Debris area, located immediately north of the fenced facility, where scrap metal equipment (i.e., pipes, tanks) was stored. Additionally, most of the Seaboard site has been capped with concrete.

Soil samples collected from the Seaboard Facility during the Remedial Site Investigation and the RI exhibited constituent concentrations that are above the DENR Division of Waste Management ("DWM") Hazardous Waste Section Soil Screening Level criteria protective of ground water for 1,2-DCA, 2-butanone,

acetone, chlorobenzene, ethylbenzene, PCE and total xylenes. Proposed institutional controls, including permanent land use restrictions, will ensure that there are no foreseeable on-site uses of ground water or activities that will result in unacceptable exposures to soil contaminants. Moreover, the soil concentrations are orders of magnitude lower than the existing ground water concentrations (which indicates that the soils are not a significant source of the existing ground water contamination), and their locations are all above the water table and capped with concrete. This restricts surface water infiltration or percolation and thus contaminant leaching.

*OU2 - GROUND WATER ASSESSMENT INCLUDING SURFACE
WATER CHARACTERIZATION*

Ground water exists beneath the site primarily in a bedrock aquifer that is discontinuously overlain by saprolite or solid waste contained in the landfill. The Site Conceptual Hydrogeological Model describes the hydrogeology of the Site. This Model includes five prominent geologic structures which are near-vertical faults, fractures and mafic dikes that were identified and mapped during the RI (Figure 3). The higher permeability and interconnectivity of the fracture zones along the discrete features allows them to serve as the preferred ground water flow paths and contaminant migration pathways at the Site.

Ground water flow generally follows pre-development site topography, with flow originating from the Seaboard facility and the Landfill and moving towards the Deep River to the north and east (Figure 4). As a result, most ground water that passes beneath the Site (including ground water discharges to the two on-site intermittent streams) eventually discharges to the Deep River. Although some contaminants were detected in monitor wells installed within the floodplain immediately north of the Landfill across the Deep River during some of the ground water monitoring events, the RI results confirm that this is a localized condition. Contaminants migrating beneath the Deep River eventually discharge back to the river.

Based on historical ground water sampling conducted since 1996, a number of volatile organic compounds ("VOC") and semi-volatile organic compounds ("SVOC"), as well as several inorganic constituents, were detected at concentrations above the North

Carolina 2L ground water standards. The North Carolina 2L ground water quality standards are protective of ground water for use as a potential source of drinking water. The monitoring data indicate that the contaminant mass in the saprolite aquifer is limited in extent due to the limited occurrence of ground water in the saprolite zone at the Site (Figure 5). The VOC analytical data indicate that the contaminant mass primarily occurs in the bedrock aquifer and is concentrated along the discrete geologic features identified in the Site Conceptual Hydrogeologic Model (Figure 5). Discrete interval sampling of the shallow bedrock aquifer at select well locations indicates that the practical vertical extent of the contaminated portions of the shallow bedrock aquifer has been identified (Figures 6, 7 and 8).

Evidence from the RI supports the occurrence of DNAPL within the shallow bedrock aquifer beneath the source areas at the Seaboard Facility. Several samples from monitoring wells and Deep River piezometers were found to exhibit concentrations of chlorinated hydrocarbons that exceeded 1 to 10 percent of the published aqueous solubilities for each of these hydrocarbons. Chlorinated hydrocarbon concentrations in excess of 1 to 10 percent of their aqueous solubilities are a widely recognized indicator of the potential presence of DNAPLs in the subsurface. The occurrence of DNAPL source material within the subsurface is a controlling factor in the development of remedial objectives for aquifer remediation at the Site.

Measurements of natural attenuation parameters, which included dissolved oxygen, redox, chloride, sulfate, nitrate, iron and VOC transformation products were made to assess the potential for natural degradation of VOCs in ground water at the Site. This data suggest the active process of reductive dechlorination is occurring at the Site. Given the magnitude of the contaminant concentrations in the VOC plume which originates on the Seaboard Facility and commingles with leachate as it migrates beneath the Landfill toward the Deep River (Figure 8), natural attenuation by itself is not expected to reduce the contaminant mass in the ground water beneath the Site to concentrations protective of human health in the near term. However, monitoring data indicate that limited remediation of the dissolved plume by natural attenuation is occurring at the Site.

Surface water quality monitoring results from the Deep River and Southern and Northern Intermittent Streams indicate the presence of impacts from contaminants originating at the Site (Figure 9). The concentrations of select organic constituents in the Deep River stream bed piezometers (which were installed coincident with the primary ground water-to-surface water discharge zone) indicate that the impacted ground water has reached the east-west segment of the Deep River stream bed (Figure 10).

An off-Site well survey indicates that there are no existing water supply wells located downgradient of the Site or the area of impacted ground water. The well survey identified 81 water wells within a 1-mile radius of the Site; however, all the wells are hydraulically removed from the area where Site-related contaminants in ground water exist or are expected to migrate. Further, sampling of the nearest potable supply wells, located west of the Landfill on Riverdale Drive and across the Deep River from the Site, did not reveal detectable concentrations of any Site-related constituents

OU3 - LANDFILL CHARACTERIZATION

In portions of the Landfill, leachate is being collected by the City of High Point through an existing leachate collection system and treated off site at the EWWTP. Leachate quality, as determined in samples collected from two leachate monitoring wells installed as part of the RI, as well as from three of the existing leachate collection tanks, contains a variety of organic and inorganic constituents, including chlorinated VOCs, 1,4-dioxane, benzene, toluene and xylenes. Ground water monitoring results indicate impacts to ground water quality by leachate-related constituents in the vicinity of the Landfill, including areas hydraulically removed from the VOC plume origination at the Seaboard Facility (Figure 8).

OU4 - FORMER BURN PITS EVALUATION

Analyses of soil samples collected from the soil residue mound indicated that all compound concentrations were below TCLP regulatory levels of concern, with the samples testing below RCRA hazardous waste levels. The former burn pits area was extensively investigated through soil samples collected from five test pits and

15 soil borings. Some constituents (six organic compounds and four inorganic metals) exceeded applicable screening criteria in the test pits. However, no VOC concentrations exceeding the U.S. EPA Region III Residential Soil Risk Based Concentration screening criteria were observed in samples taken from the soil borings. All of the impacted soil is currently underneath capped landfill cells at depths of 6 to 14 feet below ground surface. The soil analyses indicate that the area of impacted soil was delineated by the soil-sampling program. Based on historical monitoring data, ground water samples from monitoring wells installed within and downgradient of the former burn pits area contain VOCs at concentrations above the respective North Carolina 2L ground water standards. However, the ground water samples exhibited no exceedance of 2L Standards for any of the constituents detected in the test pit soil samples.

SUMMARY OF BASELINE RISK ASSESSMENT

Results of the human health and ecological risk assessment for the Site are presented in the Baseline Risk Assessment Report for the Site dated 30 March 1999 (ERM, 1999). The BRA was conducted in accordance with the approved BRA Work Plan and applicable DENR and U.S. Environmental Protection Agency ("U.S. EPA") requirements. The main conclusions of the BRA are summarized below.

HUMAN HEALTH RISK ASSESSMENT

Based on a conservative estimation of risk for each identified receptor population, potential worst-case carcinogenic and non-carcinogenic risks were estimated. Only industrial or commercial uses of the Site are expected to occur in the future, so residential scenarios were not evaluated during the risk assessment. To address U. S. EPA requirements, four conservative human exposure scenarios for on-Site soils and surface water were considered:

- On-site adolescent trespasser;
- Landfill worker;
- Future on-site worker; and,
- Future construction worker.

Furthermore, human health risks from ground water beneath the Site were assessed by modeling potential future impacts of discharges into Deep River and future Randleman Reservoir.

The conclusions of the BRA are discussed below.

SOIL

The BRA evaluated potential risks associated with soils at the Seaboard Facility as well as soils from the former burn pits. Overall, no unacceptable non-carcinogenic risks were identified for soil under any of the exposure scenarios evaluated. Despite the extremely conservative exposure assumptions (i.e., that the impacted soils at a depth of 6 to 13 feet below grade are available for direct contact at the ground surface and throughout the soil column), the cumulative carcinogenic risks for each of the exposure scenarios are at or below the acceptable cancer risk range of 1×10^{-6} to 1×10^{-4} . Finally, based on LEADSPREAD modeling, lead concentrations in the former burn pits soil were not found to present any unacceptable risks.

SURFACE WATER

The BRA evaluated potential exposures to surface water from the Southern and Northern Intermittent Streams and the Deep River. Based on the results of the BRA, no unacceptable non-carcinogenic risks were identified for surface waters under any of the exposure scenarios evaluated. Cumulative carcinogenic risks in excess of 1×10^{-6} were identified for the adolescent trespasser breathing organic vapors from the Southern Intermittent Stream, although the risk was well within the acceptable risk range of 1×10^{-6} to 1×10^{-4} . The exposure scenario was extremely conservative, and the risks for the other exposure scenarios were below 1×10^{-6} . Furthermore, the maximum carcinogenic risk was below 1×10^{-5} , which is considered acceptable by U. S. EPA for workplace exposure.

With respect to modeled surface water concentrations in Deep River under the future Randleman Reservoir land-use scenario, all estimated concentrations at the drinking water intake were well below acceptable drinking water standards, even for the worst-case low flow conditions. Therefore, no unacceptable levels of the

detected constituents are anticipated to be present in drinking water withdrawn from the proposed water intake² as a result of discharges from the Site, even if no remediation were conducted.

GROUND WATER

Based on exceedances of North Carolina's ground water quality standards, potential risks to hypothetical users of ground water downgradient of the Site were evaluated in the BRA. These potential risks were estimated from a worst-case hypothetical future scenario that assumed a residential drinking water well will be placed at the edge of the Randleman Reservoir and that the well will contain the maximum levels of ground water contamination encountered on the north side of the Deep River. The closest actual residential well is located approximately 1,000 feet farther to the northeast of the Deep River, and no Site-related constituents were detected in this well.

Based on the worst-case hypothetical exposure scenario, potential non-carcinogenic risks were estimated to exceed acceptable levels. Potential carcinogenic risks were found to exceed the acceptable risk range of 1×10^{-6} to 1×10^{-4} using current risk assessment protocols. Estimated non-carcinogenic risks were found to exceed the target Hazard Index of 1.0; however, it is important to note that actual samples collected from the nearest residential well did not contain any Site-related VOCs³, and actual existing risks are therefore well within acceptable levels.

Because the potential risks from hypothetical future uses of ground water exceed acceptable levels, the FS evaluated potential approaches for the remediation of ground water and the prevention of potentially unacceptable future risks. Proposed institutional controls will be used to control this exposure pathway.

ECOLOGICAL RISK ASSESSMENT

An Ecological Risk Assessment ("ERA") was also performed as part of the BRA. The purpose of the ERA was to estimate potential risks

² As a result of the creation of the Randleman Reservoir a drinking water intake will be located approximately 10 miles south of the Site.

³ See "Site-Specific Compounds of Concern" on Pages 26 and 27 for a list of "site-related VOCs"

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to ecological receptors from the Site contaminants. The conclusions of the ERA are summarized below.

SOIL

Based on the results of the Tier I screening analysis and the subsequent risk assessment, it was concluded that the habitats and associated wildlife observed at the Site were typical of the area. Three constituents of potential concern ("COPCs") were identified in soil, but were detected at concentrations representative of naturally occurring levels and are not believed to be Site related. Thus, no further evaluation of soils with respect to potential ecological risks was considered to be warranted.

SURFACE WATER

Four COPCs were identified in the Northern Intermittent Stream, nine in the Southern Intermittent Stream, and two in the Deep River. Because both intermittent streams are piped when they intersect Landfill material, the streams are limited in their ability to support aquatic life and there is little opportunity for terrestrial receptors to be exposed to surface water contaminants.

With respect to the organic COPCs, their presence in surface water at concentrations of potential concern is very localized; and, several of the compounds are volatile constituents, which should readily volatilize once entering the surface water system. Therefore, no unacceptable exposures to organic COPCs in the Northern and Southern Intermittent Streams are anticipated.

The only remaining COPCs associated with surface water are the inorganic constituents. However, their presence is not considered to be Site-related and is instead believed to be associated with naturally occurring levels of inorganics in surface water. An evaluation of background inorganic constituents in the Deep River confirmed this conclusion. Therefore, no further evaluation of ecological risks with respect to surface water was considered to be warranted.

SUMMARY OF SOLUTE TRANSPORT MODELING

SITE GROUND WATER FLOW AND TRANSPORT MODEL

Following development of the Site Conceptual Hydrogeologic Model during the RI, a numerical ground water flow and solute transport model for the Site was developed by Synesis Environmental, Inc. (SEI, 1999). The modeling effort utilized a variation of the U. S. EPA-accepted MODFLOW (McDonald and Harbaugh, 1988) model, enhanced to allow for better representation of Site conditions and contaminant transport. Conditions represented by the model include the numerous structural geologic features at the Site, current ground water flow and contaminant transport conditions, and potential future ground water flow and contaminant transport conditions following the creation of the Randleman Reservoir. Potentially applicable remediation scenarios were also evaluated with the model.

Significant results and conclusions from the modeling effort are as follows:

- The model has been calibrated with actual field data and provides a reasonable representation of ground water flow and contaminant transport at the Site;
- There may be a significant increase in the volume of water captured by the Southern Intermittent Stream as a result of raising the water level in the Deep River associated with the creation of Randleman Reservoir;
- Contaminant loadings from ground water to the Southern Intermittent Stream and the Deep River could potentially increase in the future, particularly after the flow conditions are altered by Randleman Reservoir; however, there is significant uncertainty associated with the predicted magnitude of an increase because of uncertainty with the DNAPL migration and the rate of natural attenuation. An "Effectiveness Evaluation Plan" will be prepared and submitted to DENR for approval as part of the final remedial design which will address methods (i.e., water level monitoring, etc.) that will detect and track the effects on the remedy which result from changes in the water level in the Randleman Reservoir. The results of the effectiveness

evaluation will be reported to the DENR as part of the routine monitoring reports;

- Elevated ground water contaminant concentrations are likely to persist at the Site over a long period of time as a result of the DNAPL sources in the shallow bedrock, even if currently known and practically available ground water remediation approaches are undertaken.

It should be noted that predictions of surface water concentrations in Randleman Reservoir adjacent to the Site and at the drinking water intake under possible future ground water flow and contaminant transport conditions have not been evaluated. Such an evaluation may be included as part of the routine performance evaluation of the remediation system under the remedial monitoring program.

RANDLEMAN LAKE SURFACE WATER QUALITY MODELS

BLACK & VEATCH RANDLEMAN LAKE REPORT

The Piedmont Triad Regional Water Authority ("PTRWA") has constructed a dam on the Deep River approximately 15 miles downstream of the Site which will create Randleman Reservoir, a drinking water supply and recreational lake for the Triad area. According to the PTRWA, the proposed Randleman Reservoir will flood the Deep River valley to a normal pool elevation of approximately 682 feet above mean sea level and contain 56,220 acre-feet of water. The surface area of the reservoir will be 3,230 acres. Construction of the dam was scheduled to begin in 1999, but legal challenges to the 401 certification and 404 permits caused significant delays. Construction of the dam is substantially complete at this time; however, the infrastructure construction is still in progress. Intake for the water purification plant will be located near the dam, more than 10 miles downstream from the Site.

Black & Veatch ("B&V") prepared a support document (B&V, 1994) to the Environmental Impact Study required under the NEPA. Part of the scope of the report was to conduct a Toxic Substances Study to identify potentially significant sources of toxic substances that may enter the proposed reservoir. A model was used to

predict the possible concentrations of organic constituents that may be present at the proposed water intake. Several VOCs were selected for modeling because they were detected in several ground water samples collected from monitoring wells on the Seaboard Facility. The potential impact of the Landfill was also estimated. Finally, effluent water quality data from the EWWTP, which discharges to Deep River, was also considered.

The B&V report (1991) contains the following conclusions:

- Water in Randleman Reservoir will be safe to drink;
- Ground water contamination from the Seaboard Facility and the Landfill will not have a significant adverse impact on the Randleman Reservoir water quality;
- Concentrations of organic and inorganic pollutants at the proposed water intake will be less than the concentrations predicted in previous reports; and,
- The Piedmont Triad Regional Water Authority analysis performed by Tetra Tech, Inc. for the Proposed Randleman Reservoir concludes that the Site will present no unacceptable risks to the reservoir.

The PTRWA engaged Tetra Tech, Inc. to analyze potential water quality in the proposed Randleman Reservoir with respect to toxic organic chemicals from four identified areas of concern, including the potential leaching of contaminants from the ground water and leachate at the Site. A model was developed to estimate expected concentrations of toxic organics from the EWWTP, the Deep River watershed and drainage area and the Site. Based upon the modeling analysis, Tetra Tech concluded that "none of these concerns appears to represent a threat to the WS-IV classification of the reservoir."

Tetra Tech's evaluation considered a small section of the reservoir adjacent to the Site, as well as the reservoir as a whole. Comparing the modeling maximum screening upper-bound concentrations associated with the Site to relevant water quality standards and criteria, Tetra Tech concluded that in each case the maximum predicted concentrations were well below the water quality criterion. Furthermore, actual concentrations should be

much lower than those predicted because of the highly conservative assumptions that were used in the screening analysis. Therefore, "no excursion of water quality associated with ground water loading from the Seaboard Chemical or Riverdale Landfill Site is expected" (Tetra Tech, 1998). Tetra Tech's modeling analysis has been reviewed by the Division of Water Quality and is considered to be a conservative evaluation of potential impacts to Randleman Lake.

SUMMARY OF FEASIBILITY STUDY

A FS was conducted by ERM to identify and evaluate remedial alternatives for addressing potentially unacceptable risks to human health and the environment identified in the RI and BRA. The areas of potential concern are shown in Figure 2. The ultimate goal of the FS was to determine the most appropriate remedial approach for impacted media at the Site, based on the established evaluation criteria, consistent with current and future anticipated uses and applicable regulatory requirements.

The FS was conducted in full accordance with the applicable requirements of the AOC for the Site; the FS Work Plan, which was approved by DENR, and the National Contingency Plan (40 CFR §300); and, it follows the general sequence and intent for conducting Feasibility Studies as presented in the U.S. EPA's "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (U. S. EPA, 1988). To the extent appropriate, the FS considers remedial alternatives that can mitigate exposures through institutional controls, containment, and reduction of contaminant concentrations and mass through treatment or removal. Potential remedies were analyzed taking into consideration the expected future land uses and the existence of Randleman Reservoir.

The remedial action objectives developed for the Site and considered in the FS include the following:

- achieve adequate protection of human health and the environment for potential future uses at the site and adjacent areas;

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- ensure that there are no unacceptable potential risks to human health and the environment resulting from discharges to the Deep River following construction of the Randleman Reservoir; and,
- address all applicable remediation standards to the extent practicable.

The remedial alternatives considered in the FS address the remedial action objectives by reducing constituent concentrations in soil and ground water or by controlling the exposure pathways of concern.

Based on the remedial action objectives and a screening of potential remedial technologies, six remedial alternatives were developed for the Site. Each remedial alternative was evaluated in detail against the required U. S. EPA evaluation criteria, and a comparative analysis of the remedial alternatives was conducted.

With the exception of a no-action alternative, all alternatives generally meet the established remedial action objectives, provided that significant changes in Site conditions do not occur. Based on the comprehensive investigation of Site conditions and the results of the contaminant transport model and feasibility study, no practical remedial alternatives are available to reduce on-Site ground water concentrations to below the North Carolina 2L ground water quality standards within a reasonable near-term time frame. Based on the indicated presence of DNAPL within the fractured shallow bedrock aquifer at the Site, the FS concluded that no current technology exists which can be employed to effect, in the near term, an aquifer restoration that is consistent with U. S. EPA guidance for similar sites (U. S. EPA, 1993).

All the alternatives, other than the no-action alternative, include institutional controls and natural attenuation to prevent unacceptable exposure risks in the future. Most of the alternatives included additional measures to address differing Site conditions in the future, such as potentially increased contaminant loading to the Deep River or Randleman Reservoir through ground water or through surface water from the Southern Intermittent Stream.

COMPLICATIONS PRESENTED BY THE PRESENCE OF DNAPL

Determination of the proposed remedial strategy was based in part on the issues presented by DNAPL contamination at the Site. The occurrence of dissolved VOC concentrations in ground water at the Site at levels of 1 to 10 percent of aqueous solubilities indicates the presence of DNAPLs in the subsurface. Experience over the past decade has shown that achieving established ground water clean up standards is not practicable in the short term at similar sites due to remedial technology limitations. The U.S. EPA developed OSWER Directive 9234.2-25: "Guidance for Evaluating the Technical Impracticability of Ground Water Restoration" to address the issue of whether ground water clean-up goals are technically achievable at a particular site and how to establish an alternative, protective, clean-up strategy where near-term restoration is determined to be impracticable. The prevalence and intractability of DNAPL contamination are among the principal reasons this guidance was developed. Most of the sites where the U.S. EPA has determined ground water restoration to be technically impracticable have DNAPLs present.

The general source location of DNAPLs at the Site is known and has been characterized. The location of the source area of DNAPLs is the subsurface soils and fractured bedrock beneath and down gradient of the former processing areas of the Seaboard Facility. Closure activities were conducted at the processing areas in 1990 and 1992 to remove surface waste materials and certain equipment from the Seaboard Facility. Based on a detailed evaluation of remedial alternatives in the FS, locating and achieving complete removal and remediation of DNAPLs from the complex geologic subsurface environment is considered infeasible within a reasonable time frame. The technical impracticability of near-term ground water restoration at the Site was confirmed through the results of the comprehensive technology screening and analysis in the FS. The remedial simulations of the solute transport modeling further demonstrated that ground water restoration is impractical at the Site. The model simulations show that hydraulic containment and recovery will have only a limited effect in removing DNAPL and will involve very long remediation time frames. Nevertheless, they represent the most practical and effective means of containment of contaminant migration.

PROPOSED REMEDIAL DESIGN

OVERVIEW

The proposed remedial design consists of ground water extraction and treatment in combination with institutional controls including site access control, recorded land use restrictions and restriction of water supply well construction. The proposed remedy will prevent movement of contaminants into the Deep River and the Northern and Southern Intermittent Streams and prevent exposure to impacted soils and ground water at the Site. Because this remedy will involve a long time frame, extraction of ground water at a rate necessary to contain contaminant migration is proposed. Ground water and surface water sampling will monitor the effectiveness of the remedy to ensure that there is no unacceptable migration of contaminants to the Deep River or Randleman Reservoir.

It has been determined that the most effective long-term method to accomplish the treatment of the extracted ground water is through natural treatment processes such as engineered constructed wetlands and phytoremediation. This method will involve the use of treatment wetlands in combination with an upland phytoremediation system comprised of rapidly growing poplar trees and more slowly growing conifer trees to provide year-around treatment effectiveness for the extracted ground water.

Selection of the proposed remedy is based in part on the presence of DNAPL contamination at the Site. Given the presence of DNAPLs in the subsurface and the highly fractured and heterogeneous bedrock conditions present at the Site, restoration of ground water quality to regulatory standards within a reasonable time frame has been determined to be technically impracticable. The remedial objectives and major components of the recommended remedy are discussed below.

REMEDIAL OBJECTIVES

To the extent practical, the objectives of remedial action at the Site include the following:

1. Contain the contaminated soils at the source areas to prevent direct contact by potential human and

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environmental receptors, reduce percolation and intrusion of storm water and reduce migration of compounds of concern ("COCs") into the ground water;

2. Control migration of landfill leachate to prevent discharge to surface waters at the Site;
3. Control migration of contaminated ground waters and leachate at the site to prevent offsite migration and unacceptable impacts to surface waters;
4. Achieve compliance with North Carolina surface water quality standards for the COCs in the surface waters of the onsite streams and the Deep River;
5. Achieve compliance with North Carolina ground water quality standards for the COCs in the ground water beneath the Site; and,
6. Restrict future Site uses that could present potentially unacceptable exposure risks (e.g., residential development, use of impacted ground water, etc.).

The North Carolina surface water quality standards are summarized below.

Table 1 - Maximum surface water contaminant concentrations (Through August 2004)

Compound	Maximum Concentration (µg/l)	NC 2B (WS-IV) Surface Water Standard (µg/l)
Benzene	6.0	1.19
Chlorobenzene	189.0	488.0
Chloroethane	51.5	860.0
1,1-Dichloroethane	85.4	42.0
1,1 Dichloroethene	33.0	0.057
1,2 Dichloroethane	6.0	0.38
cis-1,2 Dichloroethene	87.2	33.0
1,4-Dioxane	806.0	3.0
Methylene Chloride	110.0	4.7
Tetrachloroethene	4.0	0.8
Toluene	4.0	11.0
1,1,1-Trichloroethane	66.0	200.0
Trichloroethylene	5.8	3.08
Vinyl Chloride	31.2	2.0

Analytical results from surface water samples collected at site since April 1997

Concentrations in bold italic exceed NC 2B Surface Water Standard

NE -No standard or remediation goal established

SPECIFIC COMPOUNDS OF CONCERN

The Site-related compounds of concern were determined by the results of the RI in combination with the risk assessment. For ground water, samples from six monitor wells, selected to represent ground water quality at various site locations, were collected during the RI in 1996 and analyzed for the full Appendix IX constituent list and the Section A.7.1.1 list from the DENR Inactive Sites July 1995 Guidance. Based on the results of the Appendix IX/Section A.7.1.1 analysis, a Site-specific ground water analyte list consisting of each of the constituents detected above practical quantitation limits (PQLs) was prepared for use in subsequent ground water monitoring. For soils, the Site-related compounds were determined to be VOCs, SVOCs and metals based on knowledge of Site activities and constituents previously detected at the Site during historical monitoring. The ground water and soil analytical data from the RI were then evaluated by the Tier I screening analysis of the risk assessment to identify compounds detected at the site at concentrations greater than screening levels. The screening levels included the NC 2L ground water standards and the EPA Region 3 risk-based concentrations (RBCs) for soils (industrial) and tap water. Compounds detected at concentrations in ground water or soils that exceeded the respective screening levels were included on the Site-related compounds of concern list. The metals iron and manganese were detected above screening levels, but were excluded as compounds of concern because they are considered common rock-forming minerals. Chlorides and sulfates were detected, but at levels below applicable screening levels.

Site-related compounds of concern include:

Volatile Organic Compounds:

- 1,1,1,2-Tetrachloroethane
- 1,1,1-Trichloroethane
- 1,1,2-Trichloroethane
- 1,1-Dichloroethane
- 1,1-Dichloroethene
- 1,2,3-Trichloropropane
- 1,2-Dibromoethane
- 1,2-Dichloroethane
- 1,2-Dichloropropane

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1,4-Dioxane
2-Butanone
4-Methyl-2-Pentanone
Acetone
Benzene
Bromomethane
Carbon Tetrachloride
Chlorobenzene
Chloroethane
Chloroform
Chloromethane
Cis-1,2-Dichloroethene
Cis-1,4-Dichloro-2-Butene
Ethylbenzene
Methylene Chloride
Tetrachloroethene
Toluene
Trans-1,2-Dichloroethene
Trichloroethene
Vinyl Chloride
Xylenes (Total)

Metals:

Antimony
Barium
Chromium
Lead
Nickel
Thallium
Vanadium
Zinc

Semivolatile Organic Compounds:

4-Methylphenol
Acenaphthene
Acetophenone
Benzoic Acid
Bis(2-Ethylhexyl)Phthalate
Dibenzofuran
N-Nitrosodimethylamine
Naphthalene
Phenol

Pesticides:

Alpha-BHC
Beta-BHC
Delta-BHC
Heptachlor
Heptachlor Epoxide

CAPPING OF SOURCE AREAS AND IMPACTED SOILS

SEABOARD FACILITY

The VOC-impacted soils underlying the former operations area of the Seaboard Facility are currently covered by concrete pavement. As part of the remediation plan, the existing concrete pavement will be utilized and maintained as a cap to prevent direct exposure to impacted soils and reduce infiltration of rainfall and potential migration of soil contaminants. Based on a visual inspection, an engineering evaluation has determined the general integrity of the existing concrete pavement and verified its effectiveness for use as a remedial cap. Areas in need of cap enhancement or repair will be addressed.

SOIL RESIDUE MOUND

The Soil Residue Mound consists of approximately 600 cubic yards of residue from the former burn pits. This area is located on the south side of the access road between the former maintenance building and the Materials Recovery Facility (Figure 2). The Soil Residue Mound is currently vegetated with grass and volunteer pine trees. Approximately two feet of soil provides cover for the waste residue and supports the vegetative growth. As discussed in the OU-4 Former Burn Pits Evaluation section, testing of the waste residue determined the material to be non-hazardous by RCRA standards.

It is proposed to leave the Soil Residue Mound in place and improve the effectiveness of the existing soil cap. This will consist of removing all vegetation from the mound and re-working the existing cap soils to improve surface water runoff and stabilize the side slopes of the mound. Currently, the side slope on the south side of the mound is greater than 1:1 in places. Additional borrow soils will be obtained to improve the side slopes to an approximate 3:1 slope. After stabilization of the side slopes, a recompacted clay cover will be placed over the entire footprint of the mound. The clay cover will be eighteen inches in depth and recompacted to a permeability of less than or equal to 1×10^{-5} cm/sec. After installation of the clay cover, six inches of topsoil will be added to support the vegetative cover. The vegetative cover will consist of

native grasses, which will require periodic mowing and maintenance.

LANDFILL CAP INCLUDING FORMER BURN PITS AREA

The Landfill and former burn pit areas are currently capped with two feet of soil and vegetated with native grasses. The closure of the Landfill occurred in 1993 and was conducted in accordance with rules established by the NC Solid Waste Section. The Landfill is now in post-closure, which requires periodic monitoring and maintenance to assure stability of the cap and vegetative cover as well as the removal of leachate from the limited leachate collection system. The limited leachate collection system consists of two lateral collection lines buried beneath the solid waste on each side of the Southern Intermittent Stream (Figure 12). As shown in this Figure, several lateral lines were extended from these two main collection lines beneath the solid waste to the east and west of the Southern Intermittent Stream. These collection lines gravity drain to concrete septic tanks, which require periodic pumping. The other components of the leachate collection system are three areas where leachate collection lines were installed in the side slopes of the closed landfill to collect surface seeps of leachate. These lines also gravity drain to concrete septic tanks, which are periodically pumped out and transported to the East Side Wastewater Treatment Plant. There is no natural or synthetic liner associated with the leachate collection system. It is proposed to continue the monitoring and maintenance requirements established by the NC Solid Waste Section.

GROUND WATER EXTRACTION SYSTEM

Pumping from ground water extraction wells is considered the most viable alternative to address the VOC-impacted ground water migrating to the NIS, the SIS and the Deep River. Based on the results of ground water extraction testing conducted at the Site, a conceptual design has been developed for the number, locations and extraction (pumping) rates of recovery wells included in the ground water extraction system. The proposed extraction well locations are shown in Figure 15. A preliminary design summary of the proposed extraction well network is presented in Table 2.

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Table 2 - Ground Water Remediation Area

Design Element	Ground Water Remediation Area				
	Main Plume at Deep River	Shallow Ground Water Zone at Eastern SIS	Shallow Ground Water Zone at Western SIS	NIS Area	Southeast Landfill Area
Number of Proposed Recovery Wells	1	1*	3 - 6**	1	1 - 2**
Recovery Well ID Numbers	PW-DR1	RW-SIS1	RW-SIS2, RW-SIS3, RW-SIS4	RW-NIS1	RW-LFS1, RW-LFS2
Estimated Average Pumping Rate (gpm)	30	0.5	0.25 - 0.5	6	1 - 2 (Estimated)
Estimated Width of Capture Zone (Feet)	30	0.5	0.75 - 3	6	1 - 4 (Estimated)
Well Diameter (In)	900	<40	50 - 100	150	TBD
Depth of Recovery Well(s) (Ft bgl)	900	<40	150 - 300	150	TBD
Well Production Zone/Screen Length	6	6	6	6	6
Pumping Zone - Hydrogeologic Unit	185	50	40	40	40 - 50 (Estimated)
	147	20	20	20	20 (Estimated)
	Shallow Bedrock	Saprolite Upper Bedrock	Saprolite Upper Bedrock	Saprolite Upper Bedrock	Saprolite Upper Bedrock

Notes:

TBD = To Be Determined

gpm = gallons per minute

* Remedial pumping from shallow recovery well RW-SIS1 will be conducted if the capture zone of bedrock recovery well PW-DR1 does not extend to shallow ground water zone.

** Additional extraction rate/capture zone testing to be performed to determine number of recovery wells needed.

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For the main plume of VOC-impacted ground water migrating from the bedrock aquifer to the Deep River, the conceptual design includes placing a ground water extraction well in the bedrock aquifer at a location along the east-west segment of the Deep River near the SIS confluence. The purpose of the Deep River recovery well is to capture impacted ground water in the bedrock aquifer associated with releases from the Site in order to protect surface water quality in the Deep River. It is anticipated that pumping from the bedrock aquifer may also induce some drawdown in the overlying saprolite aquifer zone and provide some capture of shallow impacted ground water in the eastern SIS area. Based on extraction rate test results and allowing a contingency for the potential hydraulic effects of the future normal pool of Randleman Reservoir at the Site, the estimated pumping rate for the Deep River recovery well system is 20 to 30 gallons per minute ("gpm").

In the SIS area, the conceptual design includes placing a system of approximately eight shallow ground water extraction wells along the western segment of the SIS (four wells each along both the north and south banks of the stream). The purpose of the recovery well network is to capture impacted shallow ground water associated with releases from the soil residue mound, the central landfill area and the former Seaboard facility in order to protect surface water quality in the western segment of the SIS (upstream of the SIS piped segment and landfill). In addition, one shallow ground water extraction well will be installed east (down-gradient) of the Landfill and the SIS-piped segment. The purpose of the eastern SIS recovery well is to capture impacted shallow ground water to protect surface water quality in the eastern segment of the SIS and the Deep River. Based on extraction rate test results, the estimated average pumping rates are 5 gpm total for the eight well networks in the western SIS and 1 gpm for the eastern SIS recovery well.

In the NIS area the conceptual design includes placing a shallow ground water extraction well at a location east (downgradient) of the landfill and the NIS-piped segment. The purpose of the eastern NIS recovery well is to capture impacted shallow ground water associated with releases from the northern landfill area in order to protect surface water quality in the eastern segment of

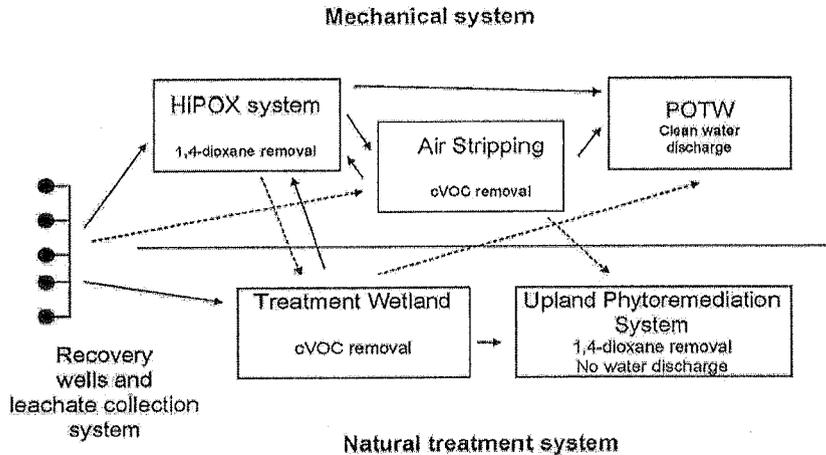
the NIS and the Deep River. Based on extraction rate test results, the estimated pumping rate for the eastern NIS recovery well is 10 gpm.

For the southeastern landfill area, the conceptual design includes placing a shallow ground water extraction well at a location east (downgradient) of the landfill near the PW-10I/PW-10D well cluster. The purpose of the southeastern landfill recovery well is to capture impacted shallow ground water associated with releases from the southern landfill area in order to protect surface water quality in Deep River. Based on extraction rate test results, the estimated pumping rate for the southern landfill recovery well is 2 to 5 gpm.

In order to facilitate the transfer of extracted ground water from the extraction well network, transfer piping will be installed and buried in trenches approximately 1 to 2 feet deep to preclude freezing. This piping will collect the affected ground water and leachate and allow its transfer to either the natural or supplemental ground water treatment system.

NATURAL TREATMENT SYSTEMS

The need to reduce chlorinated VOCs and 1,4-dioxane concentrations in the Site ground water has prompted a thorough evaluation of the use of natural treatment systems. The natural remediation approach for the Site will consist of two distinct components: a constructed wetland treatment system and an upland phytoremediation system. Currently, it is envisioned that the constructed wetland systems will treat ground water from the extraction points near the Deep River, NIS and SIS and collected landfill leachate and that treated effluent will ultimately be distributed to the upland phytoremediation system. These treatment systems are described in more detail below. A flow chart depicting the movement of ground water from the extraction wells through the treatment systems is provided below.



Potential Treatment System Flow Paths

PHYTOREMEDIATION

One component of the natural treatment system is a phytoremediation system consisting of large stands of trees located on or adjacent to the Landfill that will be sub-irrigated with the moderately saline pre-treated ground water and leachate (the "recovered ground water") (ENSR/Phytokinetics, 2003a and 2003b). The tree stands will use all of the recovered ground water via transpiration, and 1,4-dioxane will be effectively removed from the ground water through phytovolatilization. Any VOCs not removable by pretreatment will be biodegraded in the oxidized plant rhizosphere. The full-scale phytoremediation system will consist of two different types of tree stands: a) a stand of deciduous trees including poplars that will be sub-irrigated with recovered ground water from approximately April through October; and b) conifer stands that will be sub-irrigated recovered ground water in the winter months from approximately November through March. A graphical representation of the phytoremediation system concept is provided below (Figure 4).

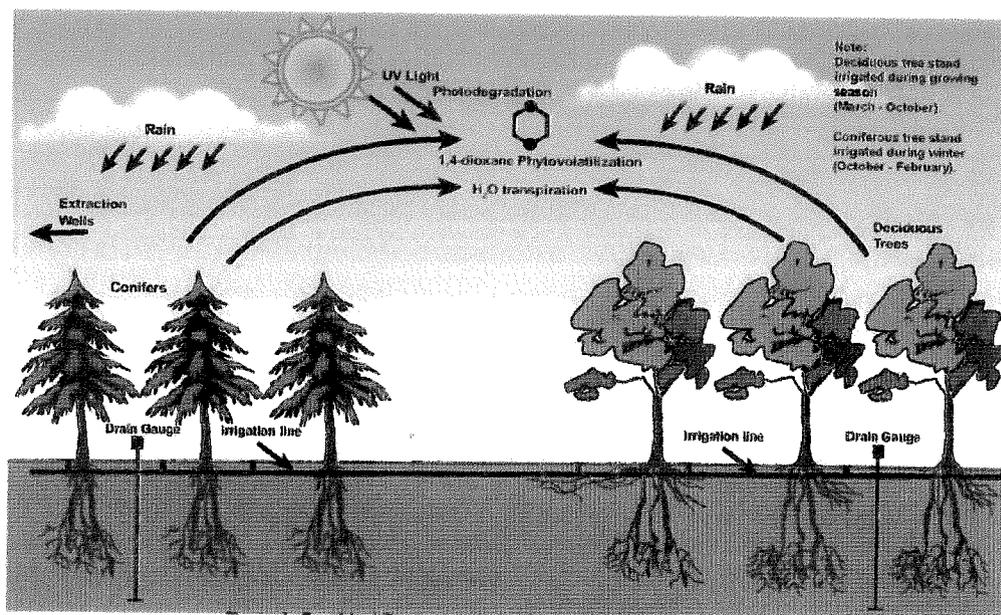


Figure Phyto-1 - Graphical Representation of the Conceptual Phytoremediation System

PHYTOREMEDIATION SYSTEM GREENHOUSE STUDY

A Greenhouse Study of the effectiveness of upland phytoremediation for treatment of recovered Site ground water has been conducted. The study was conducted over a six month period (October 2003 to March 2004) to test the hypothesis that phreatophytic poplar trees, and potentially other tree species, can take up dissolved 1,4-dioxane from soil moisture, translocate the compound to the shoots, and then phytovolatilize it. The physiochemical characteristics of 1,4-dioxane limit many biological treatment processes because 1,4-dioxane biodegrades slowly. Also, 1,4-dioxane is difficult to remove in a treatment wetland system because it is highly soluble in water and does not sorb strongly to organic matter. Thus, it will tend to pass unattenuated through a wetland. It is also very difficult and costly to treat with conventional treatment technologies. In the proposed Site remedy, pre-treated ground water containing 1,4-dioxane will be pumped from an extraction well (PW-DR1) located near the Deep River and used to sub-irrigate a stand of trees on or adjacent to the City of High Point Riverdale Drive Landfill. VOCs will be treated by constructed wetlands or a

HiPO_x[®] ozone oxidation system prior to irrigation of the tree stands.

The Greenhouse Study evaluated five different species of trees (hybrid poplar saplings and four species of conifers) to determine the most effective variety for the specific Site conditions. Complete details of the study methodology are found in the *Work Plan for a Greenhouse Study to Test the Feasibility of the Conceptual Design for an Upland Phytoremediation System* (ENSR/Phytokinetics, 2003b). The results of that study revealed the following major points:

- In the 1,4-dioxane tolerance study, there was no decrease in plant biomass production for any of the species across the four concentrations of 1,4-dioxane tested; therefore, it was determined that 1,4-dioxane is not phytotoxic at these concentrations.
- In the phytovolatilization study, the Transpiration Stream Concentration Factor value for the hybrid poplar and Ponderosa pine saplings indicated that 1,4-dioxane is readily taken up by these species.
- The hybrid poplar saplings could phytovolatilize 1,4-dioxane at an 11-fold greater rate than the most promising conifer species, the Ponderosa pine.
- The hybrid poplar appeared to be tolerant of the Site's saline ground water and tended to exclude manganese, a potentially phytotoxic metal, which the Ponderosa pine accumulated (but did not show any deleterious effects within the short duration).

The results suggest that fast-growing phreatophytic species, including poplars and possibly willows (*Salix* spp.), will effectively take up the ground water at the Site without adverse effects from mineral salt accumulation; will not accumulate potentially phytotoxic metals; and will provide an efficient and cost-effective remedial treatment option for removing 1,4-dioxane from the recovered ground water via phytovolatilization.

PHYTOREMEDIATION SMALL-SCALE PILOT STUDY

Based on the results of the Upland Phytoremediation System Greenhouse Study, a small-scale field trial is being conducted at the City of High Point Landfill. The trial is part of the pre-design data acquisition activities needed to confirm that the proposed full-scale system is a viable remediation option either on the Landfill cap or property adjacent to the Landfill. Because the most restrictive location for the tree stand would be the Landfill cap, the trial was designed to assess the acceptability of that location, and the test plots must meet the following performance criteria:

- a) the annual volume of Landfill leachate produced with the mature phytoremediation stands in place must be equal to or less than that currently produced; and,
- b) the contaminants introduced to the phytoremediation stands via the sub-irrigation water must be removed by the stands (*i.e.*, not contribute to the contaminant mass that currently exists in the landfill leachate).

To assess the feasibility of the upland phytoremediation system, four adjacent plots have been installed on the western portion of the Landfill. The four plots vary from unplanted to planted with poplars or with conifers, and vary in substrate composition. Instrumentation at each plot will measure the total volume of input water (sub-irrigation plus precipitation), the volume of water moving downward through the plots, and will estimate the total rate of transpirational water use by the stands of trees in each plot (" V_T "). The trial commenced in November 2004 and will continue through until the end of 2005, with additional data collection through 2006 and early 2007. Sufficient data will be obtained by the late fall of 2005 to prepare and implement a full-scale system in early 2006.

WATER BALANCE

For the upland phytoremediation system, the conceptual design is based on maintaining a water balance in the Landfill cap. A stand of sufficient size and density will be established, which will result in the use, via transpiration, of both precipitation and the applied ground water. The design parameters are similar to those for a vegetated landfill cap in which the water losses through

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transpiration, evaporation, runoff and change in water storage of the soil cap and waste material must equal water inputs.

The rate of transpirational water use for a stand of trees during a given time period can be estimated using the following equation (Ferro et al., 2003):

Equation 1

$$V_T = ET * \theta * LAI * A, \text{ where}$$

V_T = transpirational water use by the stand,

ET_0 = reference evapotranspiration during the given time period,

θ = the water use multiplier for a tree within a stand, which is equivalent to the rate of water use per leaf as a percentage of ET_0 ,

LAI = leaf area index (the leaf area per unit area of ground surface),

A = the total area of the stand.

Equation 1 can give reasonably accurate estimates of V_T , although another key factor in estimating transpiration is potential plant stresses. The equation assumes that the trees are freely transpiring, and any kind of stress (water, nutritional, toxic substances, etc.) can reduce photosynthesis and stomatal conductance. If the stomates close, the transpiration rate is reduced.

The average ET/precipitation ratio for the City of High Point area is 1.3. In the winter months the ratio is 0.63.

Values for θ and LAI are species-specific and depend on planting density and stand maturity. For a mature 3- to 4-year-old stand of hybrid poplars planted on 7 ft centers (approximately 850 trees/acre), the average rate of water use during the period from April through October is estimated to be 11.5 gpm/acre.

The rate at which a stand of poplars could be sub-irrigated with recovered ground water without producing excess drainage is

approximately equal to V_T minus the rate of soaking precipitation (*i.e.*, the precipitation that infiltrates the soil). As the stand of trees matures and V_T increases, the rate that irrigation water could be added also increases. The expected rate at which a mature 1-acre stand of poplar trees could be irrigated is approximately 9.4 gpm per acre.

The values for θ and LAI for the conifer stand are different from those for the poplar stand. Specifically, θ is lower and LAI is higher, and the time required for the stand to reach maturity (canopy closure) is approximately 7 years. For a mature stand of conifers, it is estimated that the average rate of water use during the period from November through March is 4.8 gpm per acre. The rate at which a mature stand of conifers could be sub-irrigated without producing excess drainage (V_T minus soaking precipitation) is approximately 2.9 gpm per acre.

WATER BALANCE ACCOUNTING AND FIELD PILOT PROGRAM

In order to evaluate whether the proposed phytoremediation system will affect water percolation, and thereby increase leachate generation, a small-scale field trial pilot test has been specifically set up to account for water inputs through the system. An accurate water balance accounting will be accomplished as part of the test.

The trees in Plots A through C have been planted in four rows with six trees per row. The rows and the trees within a row have been planted on 6-ft centers. Subsurface drip emitters have been installed at the base of each tree (two 0.5 gph emitters per tree, located 6 in. below ground surface). Note that Plot D will not be irrigated. The trees will be sub-irrigated as needed with ground water and leachate recovered from PW-DR1. The trees in Plots A and B will also obtain moisture from infiltrated precipitation. The ground water and leachate used in the pilot study will not be pre-treated prior to irrigation of the tree stands because the constructed wetland and ozone oxidation systems are not yet in place. The following instruments have been installed in the test plots:

- Two (duplicate) Drain Gauges, set at 3 ft. below ground surface ("bgs") to measure the volume of water that is moving downward in Plots A to D (Figure 2);
- Soil-water content meters set at 1 ft., 2 ft, and 3 ft. bgs at each of two locations in Plots A to D (Figure 3);
- Water meter, installed in each planted plot to monitor the total volume of recovered ground water delivered to the trees via the sub-irrigation system;
- One rain gauge, installed at the site to monitor precipitation in the area of the test plots; and,
- Thermal dissipation probes ("TDP") will be installed for 3 trees per plot during the second growing season (total of 9 TDPs). The TDPs measure sap flow and can be used to estimate transpiration rates.

Using this instrumentation, a water balance will be maintained for each of the four plots. For the poplar Plots A and B, the total volume of input water (sub-irrigation plus precipitation) will be measured by the water meter and the rain gauge. The TDPs will be used to estimate the total rate of transpirational water use by the stands of trees in each plot, and the Drain Gauges will measure the volume of water moving downward. The sub-irrigation drip emitters will be controlled by soil moisture probes set at 1 ft. bgs. Thus, the soil moisture will be maintained at levels that are optimal for the trees (less than 80 centibars of soil suction). For the 864-ft² plots, average growing season precipitation is approximately 60 gallons per day.

PHYTOREMEDIATION SUMMARY

Phytoremediation will accomplish the necessary natural treatment of the 1,4-dioxane and the chlorinated organics that may leave the treatment wetlands. Initially, a proposed HiPO_x[®] system is expected to provide 1,4-dioxane pretreatment as the tree stand and canopy matures. Recovered ground water will then be treated in the constructed wetlands, and the phytoremediation system will provide post-wetland 1,4-dioxane treatment. It is estimated, based on the above water balance, that a 6 to 8-acre deciduous tract planted with poplar or willow trees will consume all of the

extracted ground water necessary to provide effective containment for the Site and all storm water which falls within the treatment system during the growing season from approximately April 1 to September 30 of each year. Then, an 18- to 25-acre coniferous tract planted with pine trees will handle the extracted ground water and storm water from October 1 to March 31 of each year.

TREATMENT WETLANDS

The second component of the natural treatment system is a constructed wetlands system consisting of a 1- to 2-acre, lined wetland constructed in one area on the Site. The vertical upflow or vertical downflow wetland will be sized for 50 gpm. Final sizing will be developed upon completion of laboratory piloting and treatability studies. Constructed wetlands will be used as a stand-alone treatment technology for chlorinated solvents and as a treatment technology to be used in conjunction with the proposed HiPO_x[®] treatment system until the upland phytoremediation system reaches maturity.

A treatment wetland can be constructed to passively intercept a VOC ground water plume, or ground water can be actively pumped to a distribution system at the base of the wetland. In both scenarios the water slowly percolates to the surface. Treatment occurs as the water is passing through the peat soil and the root bed of the wetland plants. Fate processes in this application include reductive dechlorination of chlorinated ethanes and ethenes, sorption, methanotrophic biodegradation, aerobic biodegradation, and plant uptake. The proposed treatment wetland will destroy chlorinated VOCs via reductive dechlorination mediated by anaerobic bacteria in the wetland root zone. The reductive reactions and processes are indicated in Figure CTW-1 below. A graphic depicting the fate processes in this application is also provided (Figure CTW-2). A number of proof-of-concept studies have appeared in the literature (i.e., Kassenga et al., 2003) that demonstrate the feasibility of this remedy. Additional treatment rationale is presented in the Conceptual Design and Pilot Study Workplan (ENSR and Phytokinetics, 2003a).

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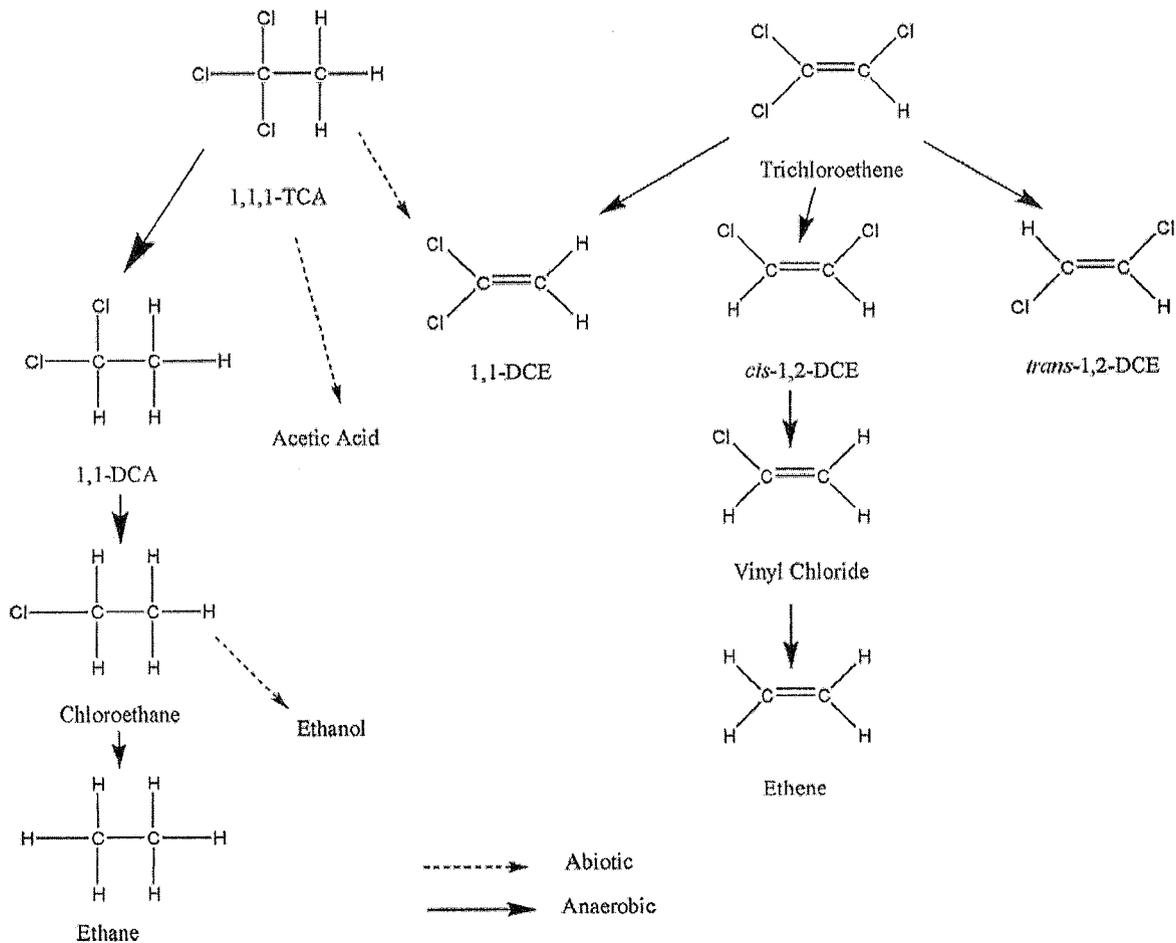


Figure CTW-1
Reductive Dechlorination of Chlorinated VOCs
in a Treatment Wetland

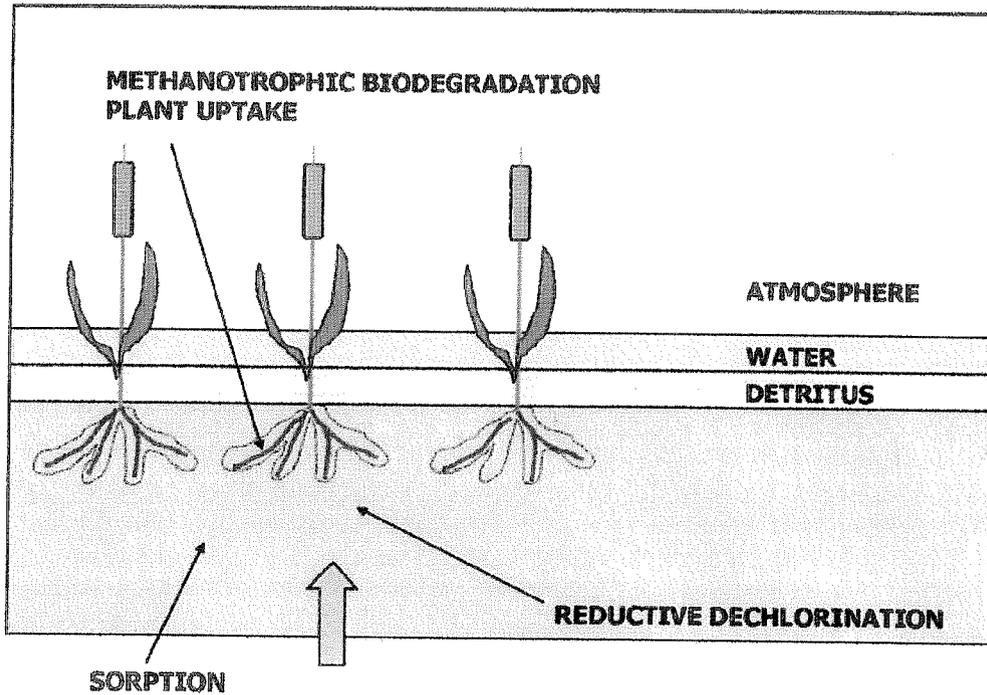


Figure CTW-2

Constructed Treatment Wetlands Fate Processes

Traditional design approaches for treatment wetlands usually define the area of the wetland required for treatment. The approach used at the Site is calculated to find the volume of the wetland bed required for treatment due to the need for introduction of contaminated water deep in the subsurface of the wetland system.

The design approach consists of the following steps:

- (1) Estimation of the flow rates and concentrations of the various target constituents.
- (2) Utilization of a reactive-transport equation to estimate constituent removal for the target constituents. Estimated removal efficiencies were compared with desired removal efficiencies in order to meet the regulatory requirements for target constituents. The

most rate-limiting reaction will control the design of the system.

- (3) Calculation of removal efficiencies for different bed depths using the design equation. If the computed values of removal efficiencies are found to be less than the desired ones, the bed depth is increased until the required removal efficiencies are obtained.
- (4) Wetland area is dictated by the need for a particular porewater velocity and by water budget considerations.

The proposed wetland system will be sized for a flow rate of 50 gpm. Suitable substrate material for the wetland will be selected based on a high sorption potential for VOCs. Greenhouse studies are currently underway to confirm the suitability of the selected substrate material and to determine suitable substrate depths.

GREENHOUSE STUDY

A greenhouse study is being conducted (started late September 2004) as a pre-design activity to test the final feasibility for the constructed treatment wetland system to treat the specific chlorinated solvents in the site ground water and leachate. The study consists of 2 components:

- a) Upflow wetland column studies to identify required wetland depths; and,
- b) Serum bottle studies to confirm that biodegradation is taking place.

The existing scientific literature suggests that plant uptake and soil biodegradation should provide efficient removal of the compounds in the rhizosphere of wetland plants. The objectives of the pilot study are to:

- a) Determine the depth of the chosen wetland substrate (McGill composting product: "Leprechaun" organic compost) required to remove chlorinated solvents at the anticipated flow rates and concentrations indicative of two different extraction points; and,

- b) Confirm that the loss of chemicals in the substrate is due to microbial degradation via an active culture of organisms containing *Dehalococcoides*, the selected microbe.

This study is conducted in lieu of a field piloting program and will serve as the scientific basis for design of a full-scale wetland treatment system for Site VOCs. The pilot study is being conducted over a six-month period (September 2004 through March 2005).

CONSTRUCTED TREATMENT WETLAND SYSTEM DESIGN

While the HiPO_x[®] test results indicate significant reductions in the chlorinated organics (the exception being Chloroethane), the size of the constructed wetland cell is based on the wetlands receiving the full concentration (without HiPO_x[®] pretreatment) of contaminants. One wetland cell is proposed to address Northern Intermittent Stream and Southern Intermittent Stream areas. The NIS wetland cell will treat ground water extracted from beneath the eastern streambed of the NIS at an anticipated flow rate of approximately 6 gpm and treat commingled ground water, surface water (from the eastern and western SIS extraction wells and Deep River extraction points) and Landfill leachate at an anticipated flow rate of 40 gpm.

Treatment wetland sizing is dictated by the water budget considerations (50 gpm flow rate), the need for a particular porewater velocity and VOC concentrations. Estimates are made of the flow rates and concentrations of the various target constituents. A reactive-transport equation is then used to estimate constituent removal for each of the various target constituents:

$$C = Coe^{-kRx/v}$$

Where C [M/L³] is the concentration of the pollutant at a vertical distance, x [L], Co [M/L³] is the initial concentration, k [T⁻¹] lumped temporal degradation rate constant, R is the retardation coefficient and v [L/T] is the seepage velocity. Removal efficiencies for different bed depths are calculated using the design equation. Bed depth is increased until the regulatory-required

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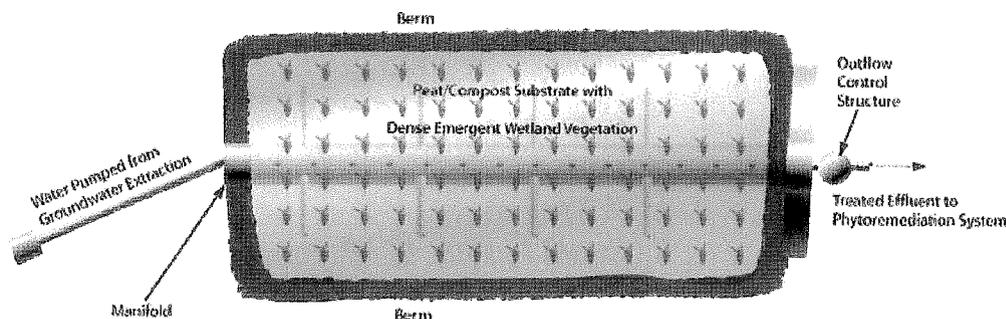
removal efficiencies are obtained. Currently, a 1- to 2-acre wetland system is proposed; final sizing will be developed at the completion of ongoing pilot studies.

Based on Site visits and pre-design efforts, a flow-through constructed wetland has been proposed to treat chlorinated solvents in ground water and surface water prior to irrigation of the phytoremediation system. A graphic depicting the conceptual wetland treatment system is provided below (Figure CTW-3). The objective of the treatment wetland is to passively treat VOCs by a combination of processes, including biodegradation, sorption, plant uptake and metabolism. Pretreatment for 1,4-dioxane will be accomplished by use of a HiPO_x[®] system during the maturation period of the phytoremediation tree stand and by the phytoremediation system as it becomes mature (refer to the flow chart on page 31).

The construction of the wetland treatment cells will involve placement of a layer of highly organic soil (compost, etc) and other organic soil materials in the selected area. The wetland will be planted with plants capable of reaching a high biomass in the North Carolina climate. Treatment will occur as the ground water is passing through the peat soil and through the root bed of the wetland plants. Pumped ground water will be applied in an upflow mode through a manifold at the base of the wetland. There will not be any releases of extracted ground water, as the wetland will be constructed with an impermeable liner, and flow of extracted ground water to the wetland will be controlled by manifolds and outlet structures. The wetland system will discharge directly to the phytoremediation system. Any discharge of the wetland system prior to the maturation of the phytoremediation system will have been pre-treated for removal of 1,4-dioxane by the HiPO_x[®] system.

Site inspections have identified candidate constructed wetland cell locations based on acreage available, location outside of reservoir buffer restrictions and with ideal topography (refer to Figure 15). The wetland-creation sizing calculations will be completed as a part of the pre-design tasks. The process of gathering further design information is underway at this time, including the greenhouse pilot study, to determine biodegradation rates and

confirm suitability of selected wetland substrate construction materials.



Note:

1. Pumped groundwater is introduced into the bottom of the treatment wetland and moves in a vertical upflow path.
2. Water then passes horizontally through the wetland.
3. Not to scale.

Figure CTW-3

Conceptual Diagram of Treatment Wetland

SUPPLEMENTAL GROUND WATER TREATMENT SYSTEMS

There will be an initial period during which the poplar stand will be less than 100% effective. There will also be as much as a 7-year period during which the conifer trees will not be 100% effective. This will depend on the final design, the number and type of trees used, the location of the natural treatment system and other factors that are yet to be determined. During this period, a HIPO_x[®] system will be used to augment the natural treatment systems.

A physical or chemical treatment process will provide supplemental treatment of extracted ground water and leachate prior to the natural processes becoming mature and fully effective, and to provide an alternative to the natural processes if they do not perform in accordance with the design estimates.

HIPO_x[®] CHEMICAL OXIDATION SYSTEM

Bench-scale treatability tests were conducted in June 2004, a HIPO_x[®] field pilot study was conducted during August, 2004 and a laboratory bench-scale test using site ground water and leachate was conducted in October, 2004. The tests results establish that

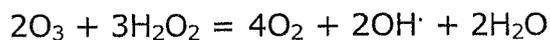
that this technology is effective in 1,4-dioxane treatment. As a result, it is proposed as the alternative method of treatment to reduce the concentration of organic contamination in the extracted ground water and leachate.

In the pilot testing on ground water and leachate from the Site, the HiPO_x[®] system has been shown to be effective in reducing the 1,4-dioxane and a majority of the chlorinated benzenes and ethenes. It will not destroy more than approximately 20% of the chlorinated ethanes. Therefore, the HiPO_x[®] system cannot be a stand alone treatment process. Testing did reveal that either constructed wetlands or air stripping, either before or after the HiPO_x[®] system, will remove 95% or more of the volatile organics from the ground water. All of the chlorinated organics were removed, including the ethanes. However, neither the air stripping nor constructed wetlands was effective in removing 1,4-dioxane. The combination of either constructed wetlands or air stripping and HiPO_x[®] was effective in treating all the VOCs present, including 1,4-dioxane, to levels below regulatory requirements.

HIPO_x[®]CHEMISTRY

The HiPO_x[®] system uses hydroxyl radicals ([•]OH) to oxidize organic contaminants in ground water and leachate. Hydroxyl radicals are one of the most powerful natural oxidizing agents for the destruction of organic compounds in ground water and leachate treatment applications.

Hydroxyl radicals are formed by the reaction of ozone with hydrogen peroxide. The overall, balanced reaction of ozone with hydrogen peroxide to form hydroxyl radicals is:



Hydroxyl radicals react very rapidly with organic contaminants to form carbon dioxide and water. They are, however, short-lived and must be continuously generated. In addition to generating hydroxyl radicals, the ozone will also, as demonstrated in the bench-scale studies, react directly with the 1,4-dioxane, chloroethane and chlorobenzene.

The HIPO_x[®] unit consists of a series of in-line reactors, where ozone and hydrogen peroxide are injected into the recovered ground water and leachate. The amount of ozone and hydrogen peroxide and the number of reaction zones required for a given water treatment system are determined by the water flow rate, the composition and concentration of organic compounds in the influent and the desired effluent concentrations. Based on bench-scale test results, the estimated dosage required to treat the extracted ground water at the site is approximately 350 to 600 ppm of ozone and approximately 175 to 300 ppm of hydrogen peroxide.

TREATMENT OF THE HIPO_x[®] EFFLUENT

The ground water leaving the HIPO_x[®] system will require additional treatment to be acceptable for any of the options that are available for the ultimate disposition of the treated effluent. Two technologies were identified that are known to be effective in removal of chlorinated organics. Constructed treatment wetlands are effective for this purpose. They are part of the natural process that has been identified as the ultimate goal for the treatment process. The other process is the physical stripping of the chlorinated organics in an air stripper or aerated retention tank. The proposed remedy may include some form of air-stripping technology to provide an alternative to the constructed treatment wetlands if necessary.

AIR STRIPPING OR AERATED RETENTION TANK

This system consists of either a tower containing a series of perforated trays or a tank that contains a series of air diffusers. Ground water is pumped into the top of the air stripper and air is blown up from the bottom, passing through the perforations and contacting the water. As the ground water cascades over the trays and contacts the air, volatile organic compounds are stripped out of the water and carried off in the air. The air discharges out of the top of the unit and is dispersed into the ambient air. The aerated retention tank uses the same principle except that the ground water is pumped into a tank, where it is retained for a period of time while air is injected through diffusers to strip the volatile organic compounds, which are dispersed into the air. Air stripping or aeration may occur either before or after the HIPO_x[®] treatment,

depending on the most effective process configuration. The need to install air stripping will be determined based upon the effectiveness of the constructed wetlands. The treated water from the air stripper or aeration tank would be discharged to the natural treatment system or the POTW. Schematic diagrams of the treatment system will be presented in the final remedial action plan.

TREATED WATER DISPOSAL

DISCHARGE TO THE EWWTP

An alternative to the natural treatment systems for the disposition of the effluent from the HiPO_x[®] treatment system is to discharge the treated water to the EWWTP. This alternative will require that the discharged water meet the pretreatment standards of the EWWTP. In addition, it will require that a pipeline be installed or a suitable existing pipeline be located to transfer treated effluent from the HiPO_x[®] treatment system to the inlet of the EWWTP.

In order to demonstrate the flexibility of the proposed treatment system, Figure 16 shows all of the potential treatment system flows and configurations.

SURFACE WATER MANAGEMENT

The remedy will include a surface water management plan. This plan will include a method to address ground water and landfill leachate intrusion into the SIS- and NIS-piped sections.

The Parties have evaluated methods to eliminate the leakage that is occurring at the joints in the reinforced concrete pipe in the NIS. This evaluation included inserting a new pipe inside the existing one, lining the existing pipe or redirecting the headwaters of the stream.

A video survey of the piped section of the NIS revealed that a significant amount of landfill leachate and ground water enter this section through leakage at the pipe joints. The treatment system will not be capable of effectively treating the volume of contaminated water that would be generated during significant storm events if this leakage continues to be allowed to commingle

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with the surface water. After considering the alternatives, the Parties propose to re-route the headwaters of the NIS and permanently close the inlet structure, as this is the most effective way to address this problem. The surface water runoff upstream of the NIS inlet will be re-routed as described below.

After closure of the inlet, the elevation of the headwaters area will be raised by the addition of clean fill material. Approximately twenty feet of clean fill will be placed in the headwaters area to raise the ground surface elevation to approximately 770 feet msl. This will allow the surface water flowing from the NIS drainage basin to be diverted to the northeast to join an unnamed tributary of the Deep River located on the southern portion of property north of the landfill, which is owned by the Bowman family. An open ditch, approximately five to ten feet in depth, will connect the NIS headwaters to the new discharge location on the Bowman property. This alternative will require the purchase of additional property or easements for filling and grading operations. Routine maintenance and/or erosion control measures will be necessary after completion of the cut and fill operations.

The leachate that leaks into the existing NIS pipe will be drained into a new structure at the pipe outlet, which will allow it to be collected and handled in a manner consistent with the other leachate generated at the landfill. Ground water flowing under the piped section of the NIS will be extracted from a single extraction well, located near the outlet end of the outer pipe. That ground water will be processed through the remedial treatment processes

At the SIS, it is proposed to remove the large boulder and tree roots that presently impede flow and allow minor leakage of landfill leachate and impacted ground water into the pipe. Then the leaking joint(s) will be repaired, and the normal stream flow will be allowed to pass through the repaired pipe into the Deep River. Shallow ground water flowing under the piped section of the SIS and the buried SIS valley will be extracted from a single extraction well, located near the outlet end of the pipe. That ground water will be processed through the remedial treatment process.

INSTITUTIONAL CONTROLS AND LAND USE RESTRICTIONS

All structures at the Seaboard Facility have been removed. A second security fence has been constructed around the entire perimeter of the Seaboard Facility to prevent unauthorized access. The City also stored excess mulch on the concrete pavement to discourage trespassers, and the Site is inspected periodically. Institutional controls and land use restrictions approved by DENR will be implemented at the Site and necessary adjacent areas. Land use restrictions will be placed on the property to restrict future uses that could present potentially unacceptable exposure risks (e.g., residential development, use of impacted ground water, etc.). The land use restrictions will be in the form of perpetual declarations to be recorded with the property deed and/or through the development of zoning or permit restrictions against the potentially unacceptable activities. A deed declaration will describe the scope of the land use restrictions and will include a survey and property description to define the areas of concern.

Long-term, periodic site inspections and surface water and ground water quality monitoring will be conducted. The site inspections will be conducted to identify signs of unauthorized access to the Site or damage to the security fencing. The monitor well pads and covers will also be inspected and repaired as necessary to maintain the integrity of the monitor wells. The frequency and duration of site inspections will be adjusted as necessary, and maintenance of the Site will be conducted on an "as-needed" basis.

GROUND WATER AND SURFACE WATER MONITORING

Ground water sampling of selected wells will be conducted to evaluate potential changes to the contaminant plume over time and to ensure that constituents are contained by the extraction well system and are naturally attenuating to a degree that precludes unacceptable contaminant transport to the on-Site streams and the Deep River or Randleman Reservoir. The ground water monitoring plan will include analyses of monitored natural attenuation parameters including dissolved oxygen, nitrate, iron(II), sulfate, redox potential, chlorides & total organic carbon. Surface water sampling will address water quality in the Southern and Northern Intermittent Streams and the Deep River or

Remedy Recommendation Document

Randleman Reservoir. The actual sampling locations, monitoring parameters and "action levels" for additional evaluation will be established during the remedial design phase. A detailed ground water and surface water monitoring plan, including a monitoring schedule, will be developed and submitted to DENR for approval during the remedial design phase. The monitoring plan will include a proposed five-year schedule and a proposal that it be reviewed annually to determine whether modifications are necessary.

EVALUATION OF EFFECTIVENESS

The effectiveness of the remediation will be evaluated on its ability to achieve compliance with North Carolina surface water quality standards for the compounds of concern in the surface waters of the on-Site streams and the Deep River (or future Randleman Reservoir). The elimination or reduction of contaminant concentrations in ground water in the area north of the Deep River will be monitored to assure the effective capture of impacted ground water. The details of the effectiveness evaluation plan will be presented in the final remedial action plan.

SCHEDULE

The proposed schedule for implementation of remedial action is summarized below.

Table 3- Schedule

Activity	Target Completion Date
Start constructed wetland lab pilot	October 2004
Install small-scale phytoremediation field pilot	November 2004
Parties Present Recommended Remedy to DENR	January 2005
DENR Approval of Proposed Remedy	February 2005
Public Notification Period	March 2005
Submit Remedial Design and GW/SW Monitoring Plan to DENR	April 2005
Receive NCDENR approval of remedial design	July 2005
Contractor selection and equipment procurement	August 2005
Pre-remediation GW & SW monitoring	August 2005
Begin remediation system construction	September 2005
Begin construction of constructed wetland treatment cells	November 2005
Begin construction of full-scale phytoremediation system	November 2005
Remediation system start-up	December 2005
Initial remediation GW & SW monitoring event	March 2006
Submit initial monitoring report to NCDENR	May 2006

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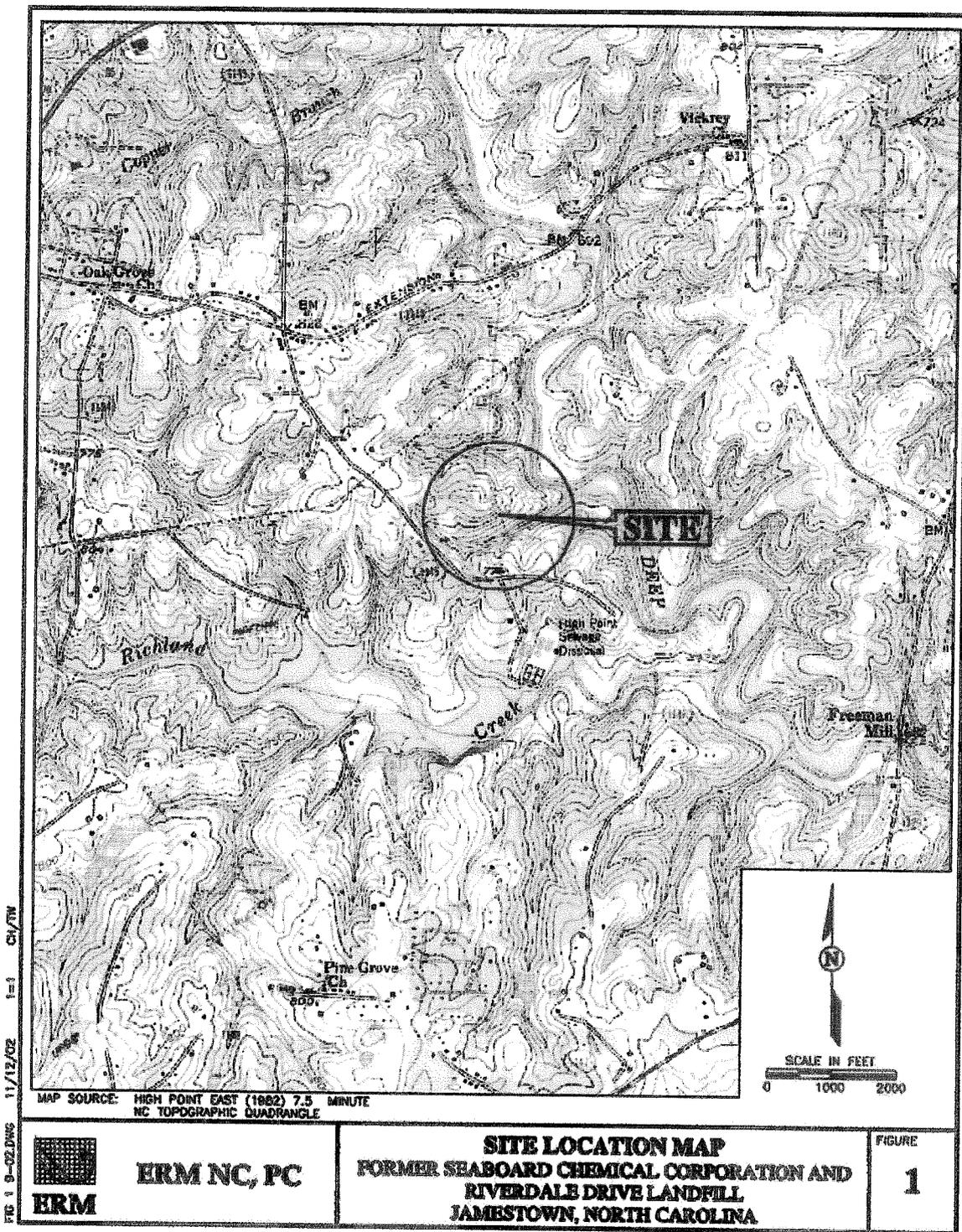


Figure 1 - Site location

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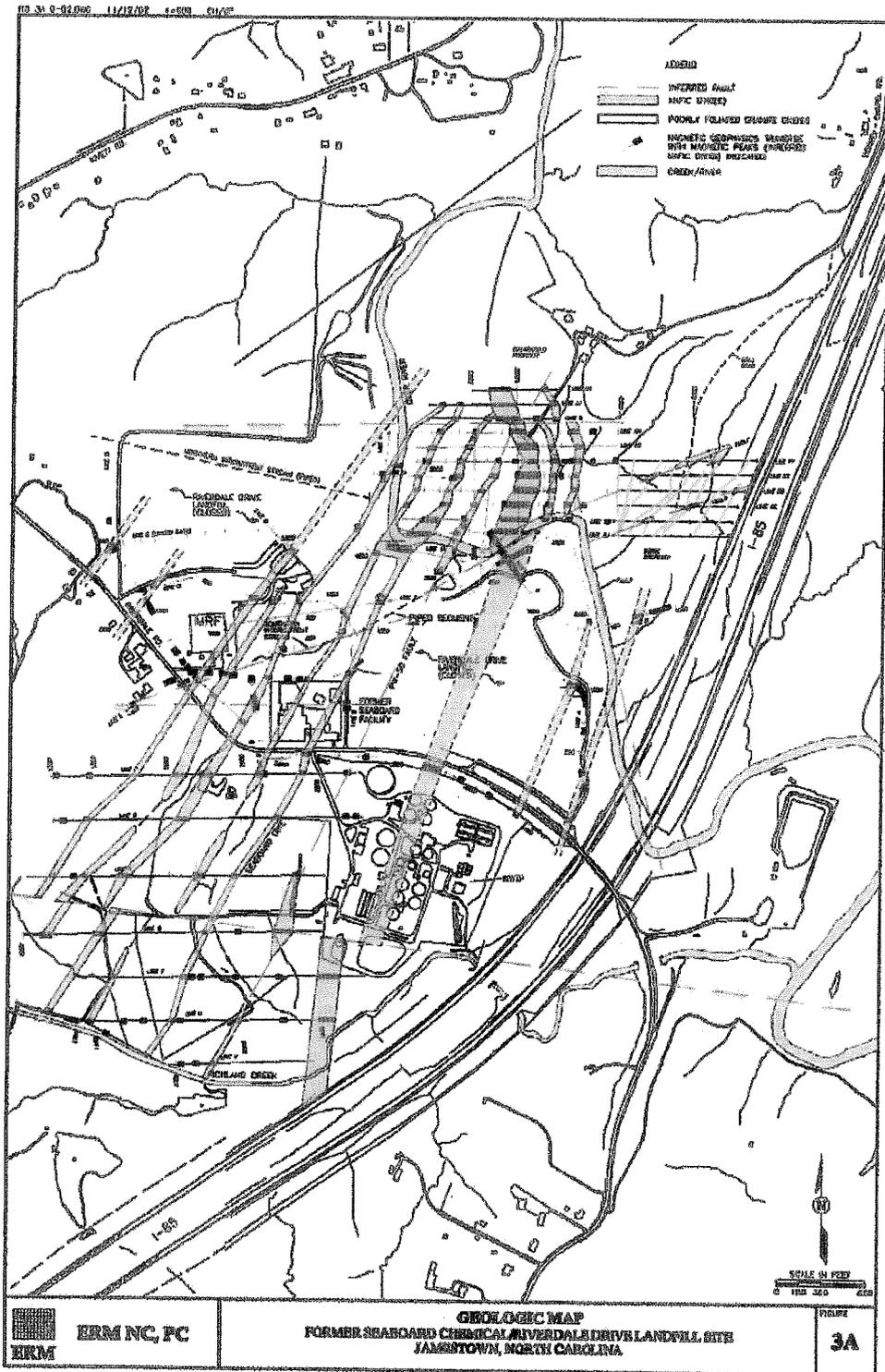


Figure 3 – Geologic Map

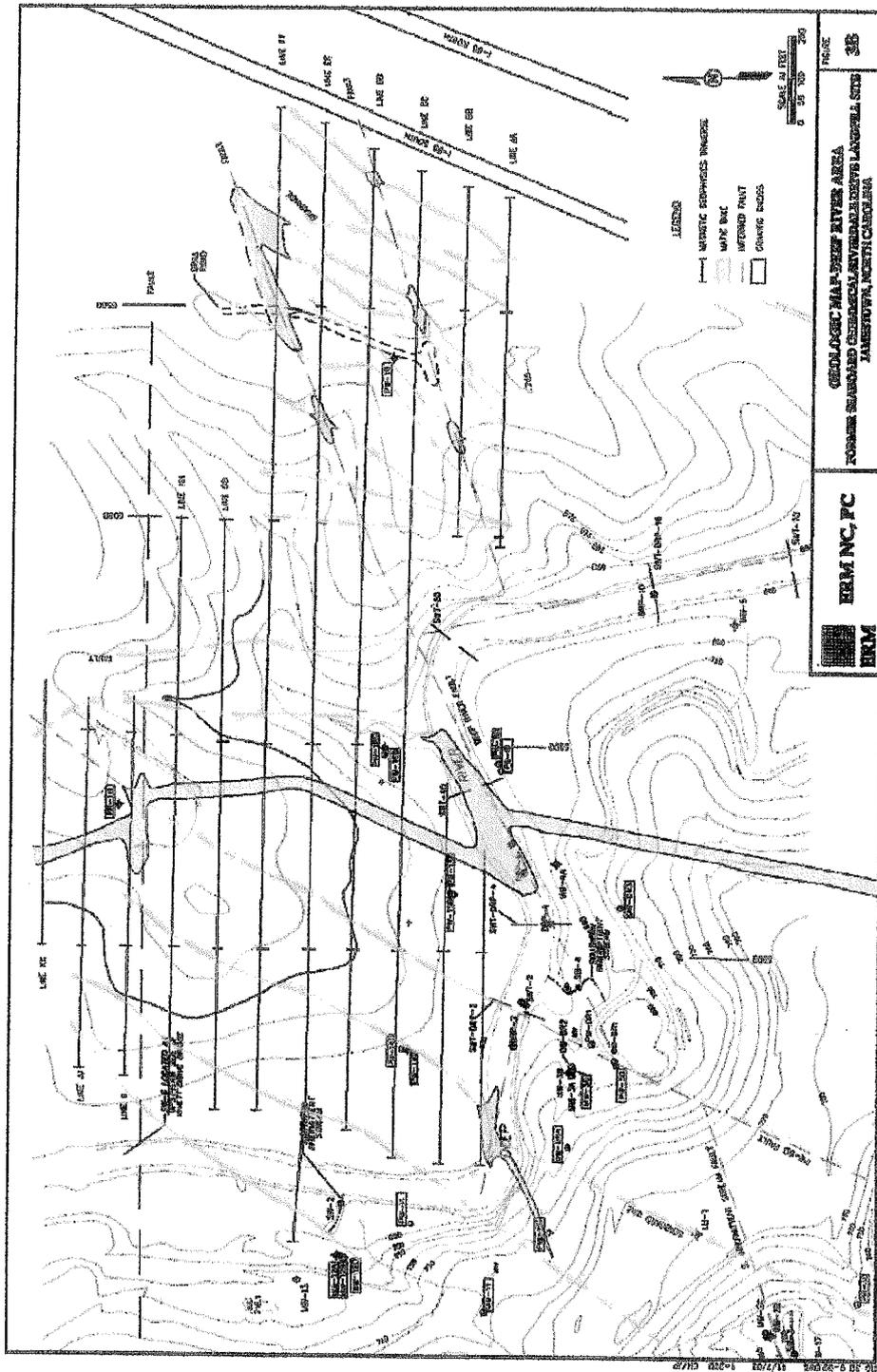


Figure 4 - Geologic Map Deep River Area

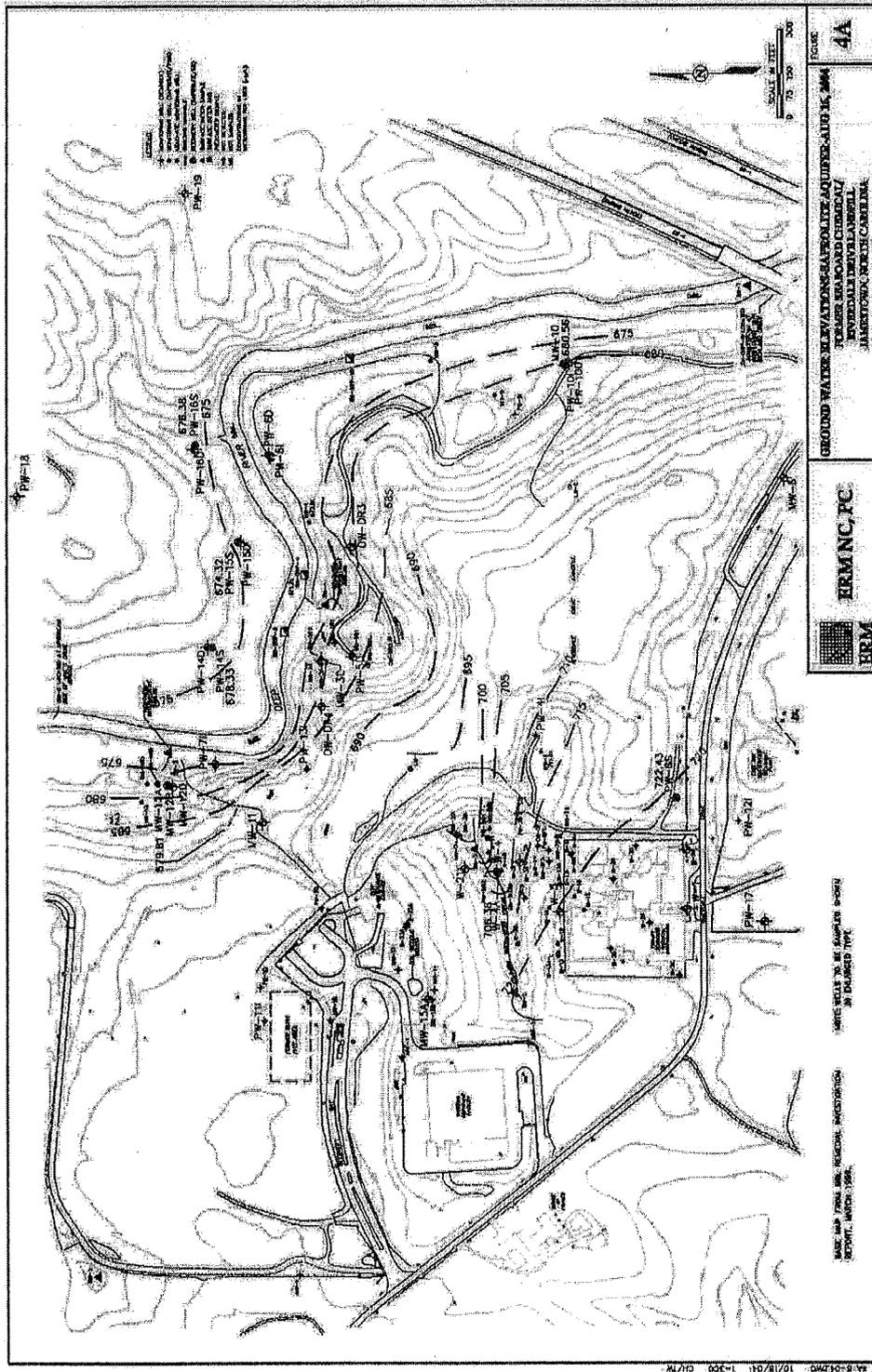


Figure 5-Ground Water Elevations - Saprolite Aquifer

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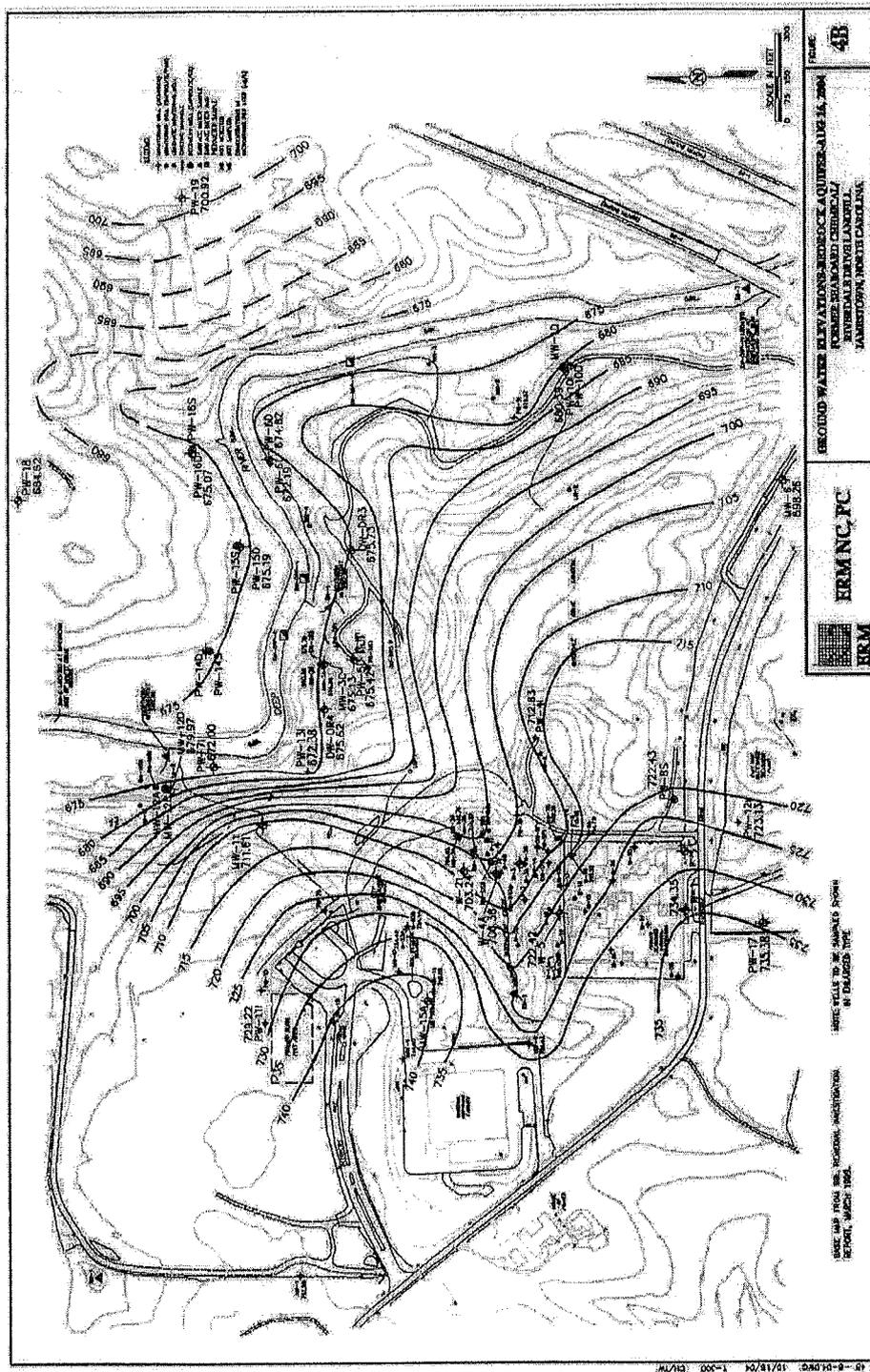


Figure 6-Ground Water Elevations - Bedrock Aquifer

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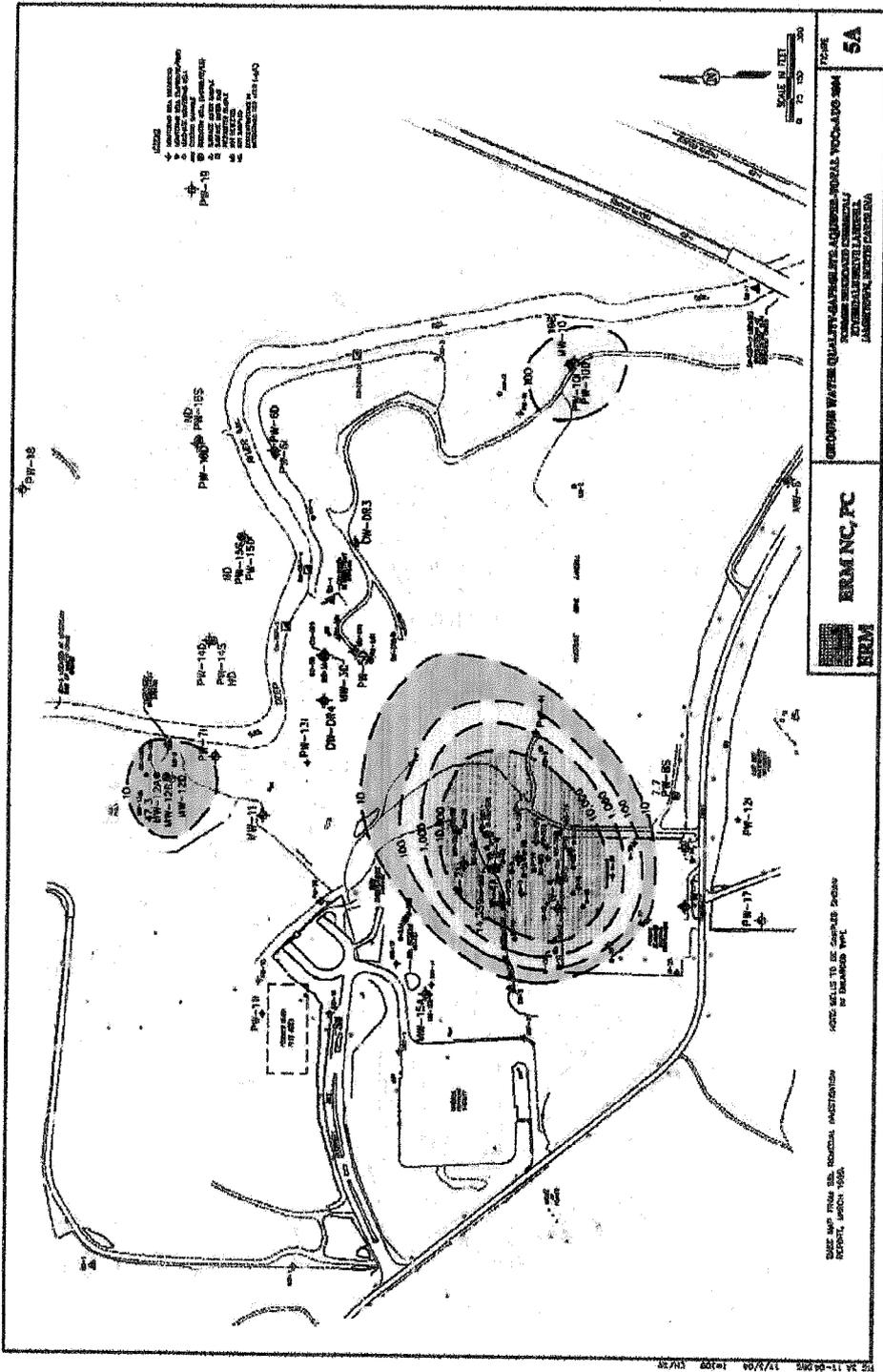


Figure 7-Ground Water Quality - Saprolite Aquifer Total VOCs

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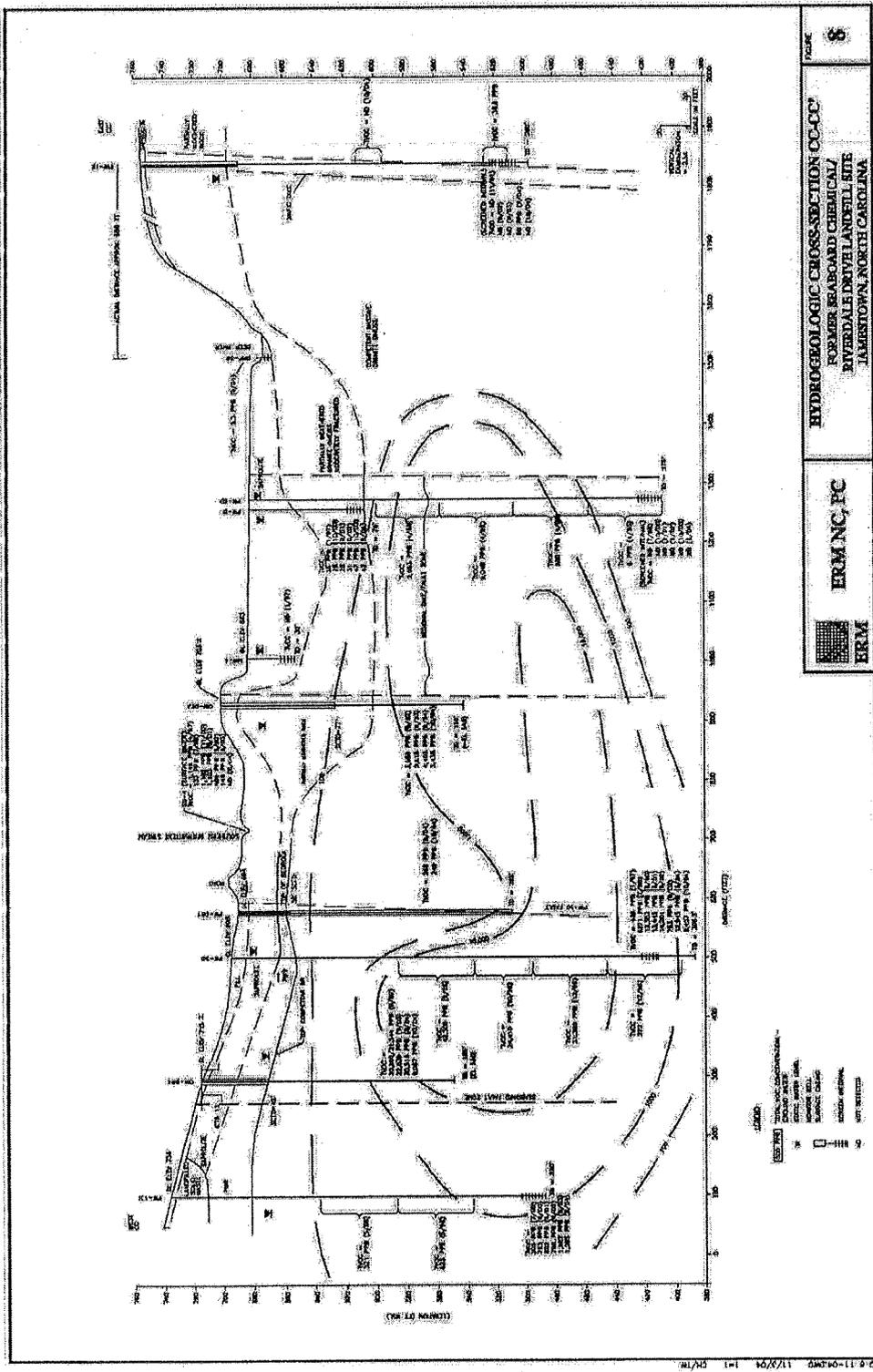


Figure 11-Hydrogeologic Cross Section CC-CC'

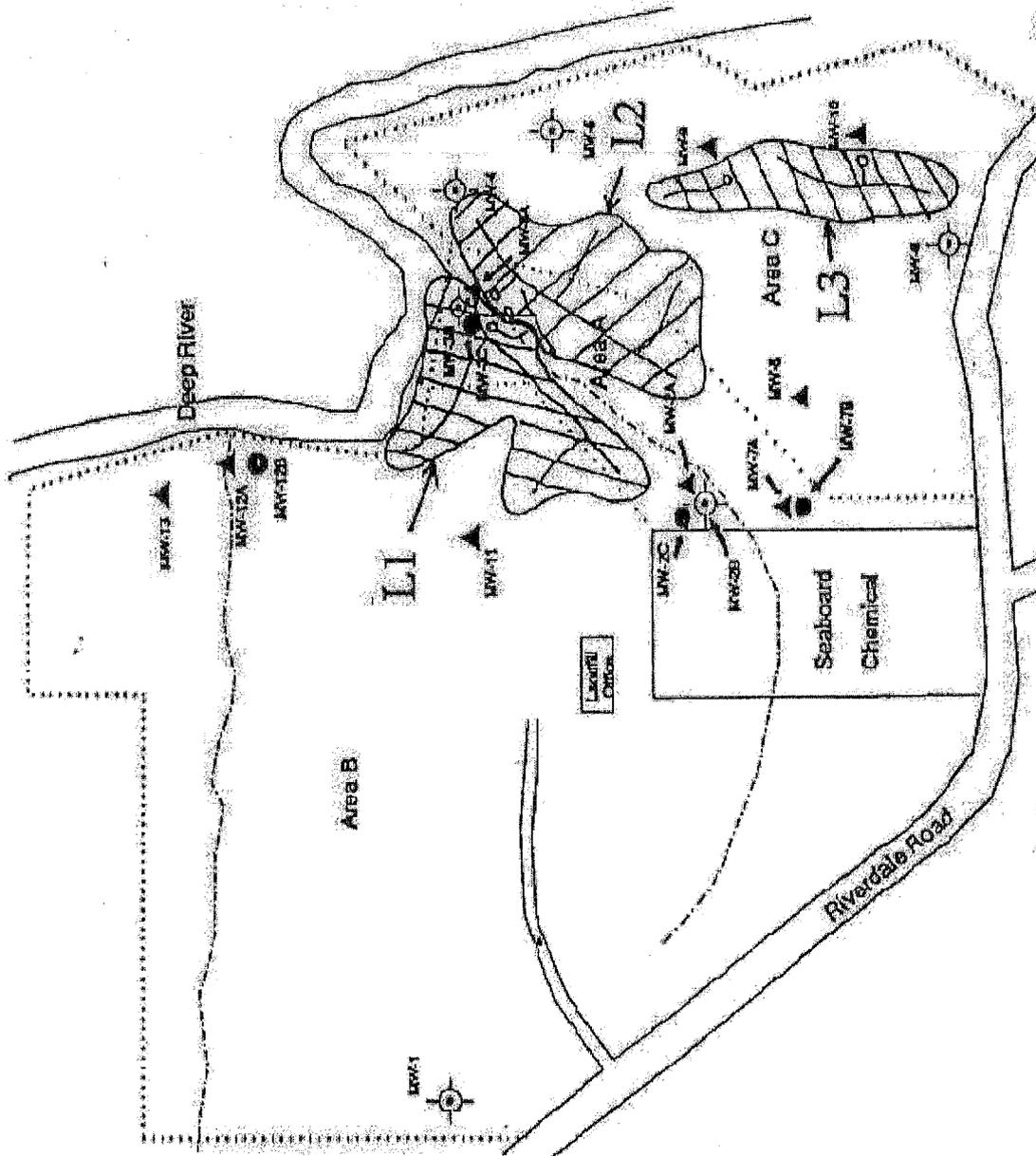


Figure 12 - Landfill Leachate Configuration

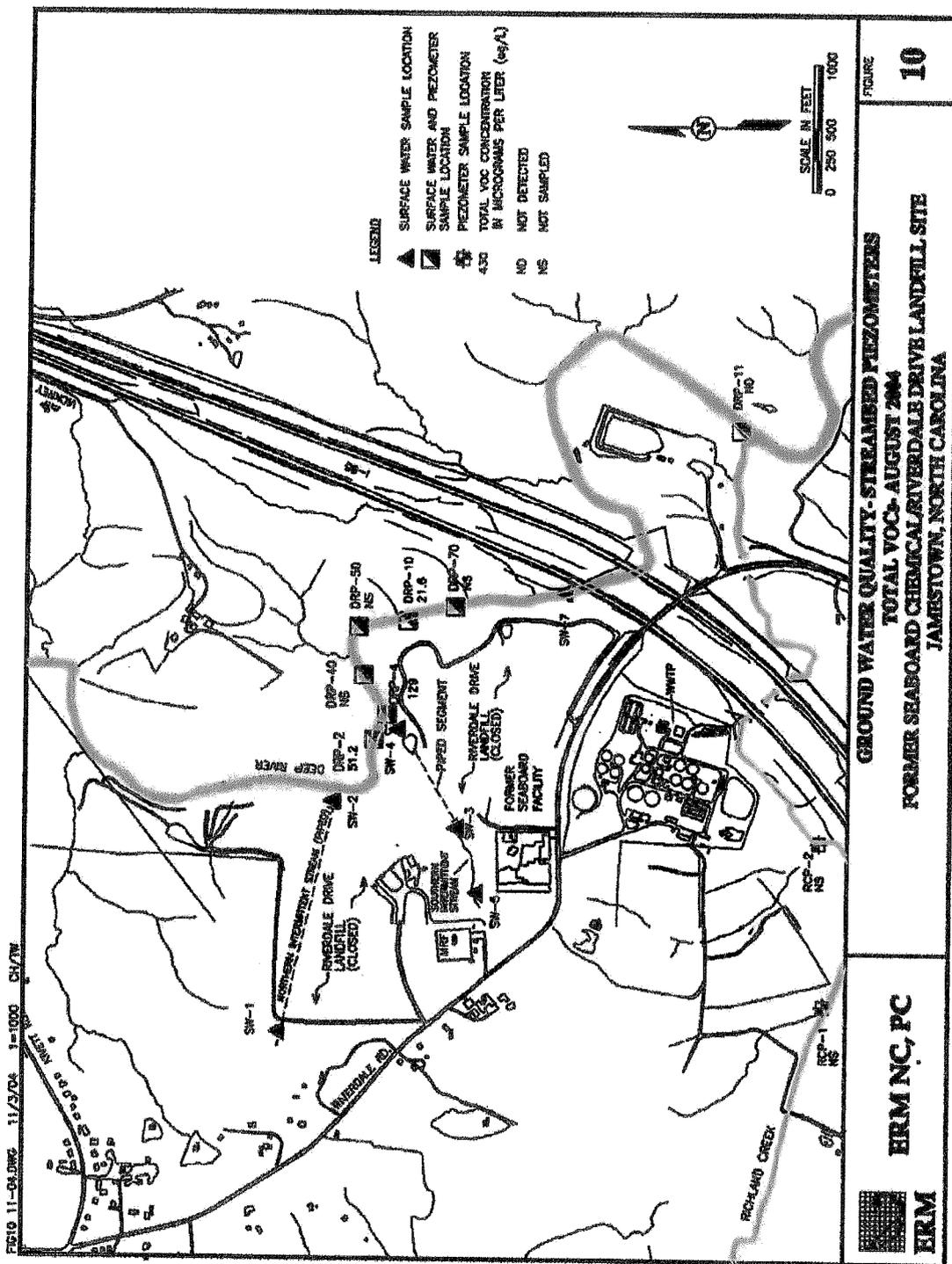


Figure 14-Ground Water Quality - Streambed Piezometers

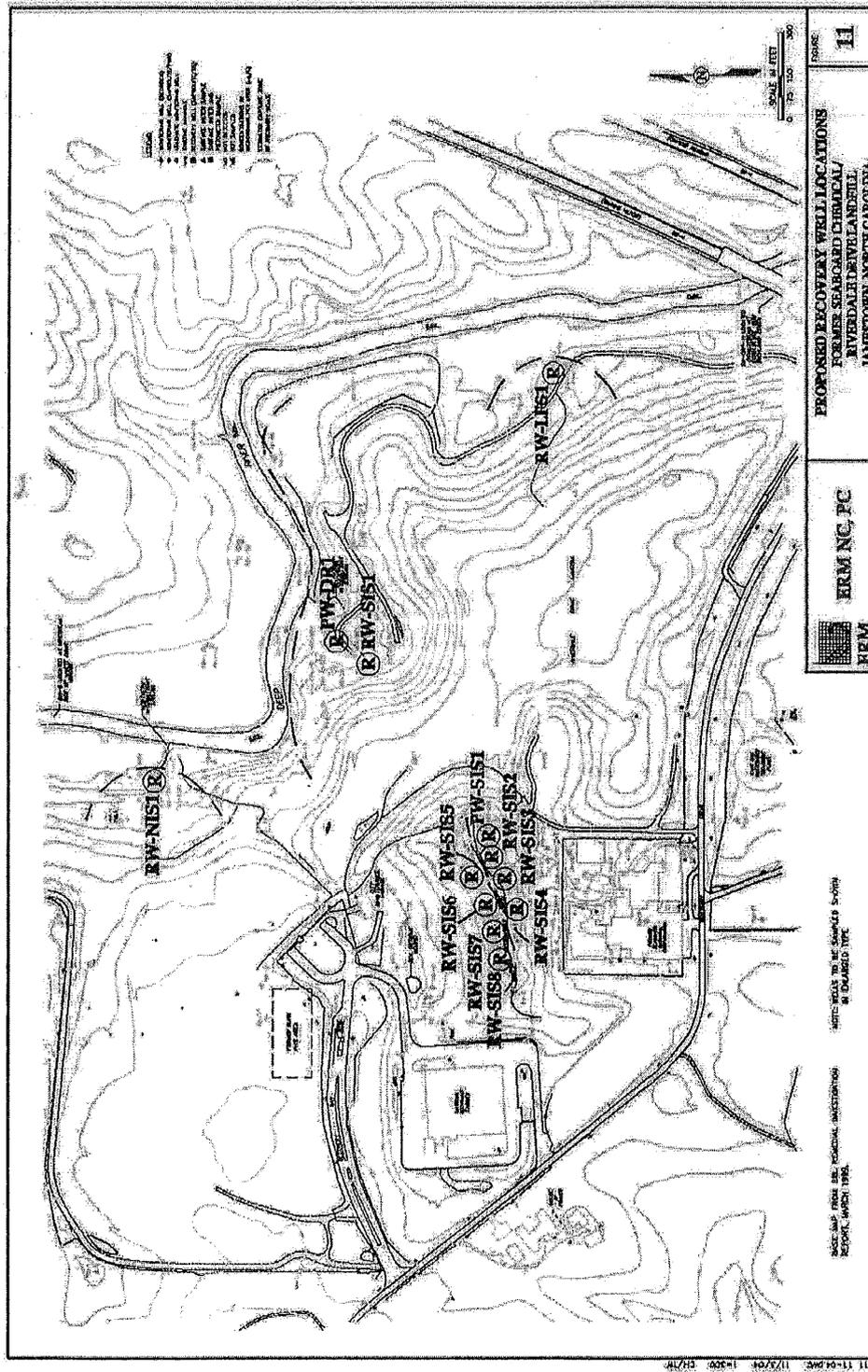


Figure 15-Proposed Recovery Well Locations

Remedy Recommendation Document

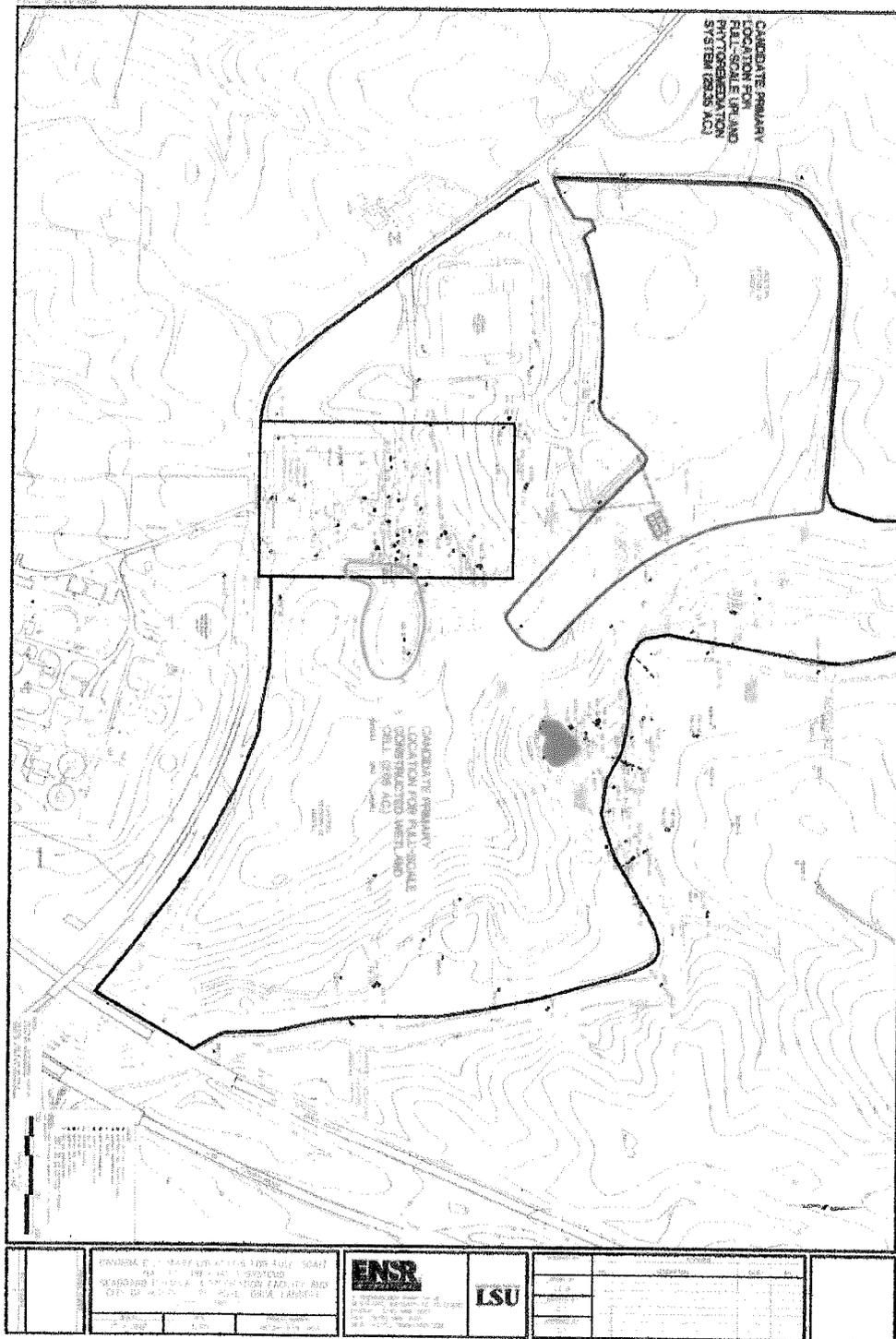


Figure 16 - Proposed Constructed Treatment Wetland and Phytoremediation System Locations

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT**

In re: Former Seaboard Chemical)	<i>(Proposed)</i>
Corporation Facility and)	REMEDIAL ACTION
Riverdale Drive Landfill)	SETTLEMENT AGREEMENT
Jamestown, North Carolina)	

This Remedial Action Settlement Agreement (“Agreement”) is entered into by the Division of Waste Management of the North Carolina Department of Environment and Natural Resources (“Division”) and the City of High Point, Seaboard Group II and the Work Parties. The City of High Point, Seaboard Group II and the Work Parties are referred to herein collectively as “Settling Remediators.” The Division and the Settling Remediators are referred to herein collectively as the “Parties.”

I. BACKGROUND

- A. This matter arose out of the Division’s issuance of a Written Declaration Pursuant to North Carolina General Statute § 130A-310.3(a) and Order to Develop and Implement a Remedial Action Program Pursuant to North Carolina General Statute § 130A-310.3(c), Docket No. 08-SF-249, for the former Seaboard Chemical Corporation Facility and Riverdale Drive Landfill Site (“Declaration and Order”). The Declaration and Order is attached to this Agreement as Appendix A and is incorporated into this Agreement. The Parties agree that all references to the “Responsible Parties” in the Declaration and Order and in the Statement of Work attached thereto shall be deemed to refer to the Settling Remediators as defined in this Agreement.
- B. The Parties enter into this Agreement to provide for the implementation of an effective remedial action program at the Site (as defined below), to resolve the Settling Remediators’ liability to the Division for the work described in the Statement of Work attached to the Declaration and Order and the “Work to Be Performed” Section of this Agreement and to resolve the Settling Remediators’ liability to the Division for past response costs incurred by the Division with respect to the Site.
- C. This Agreement is entered into without any trial of fact or law in a contested case hearing, and without any admission of liability. The Parties agree that the actions undertaken in accordance with this Agreement do not constitute and shall not be considered an admission of liability by the Settling Remediators for any purpose. Settling Remediators do not admit, and retain the right to controvert in any subsequent

proceedings, other than proceedings to implement or enforce this Agreement, the validity of findings of fact and declarations contained in the Declaration and Order.

II. JURISDICTION

- A. This Agreement is entered into under authority vested in the Secretary of the Department by North Carolina's Inactive Hazardous Sites Response Act of 1987 (the "Act"), which constitutes Part 3, Article 9 of Chapter 130A of the North Carolina General Statutes. N.C. GEN. STAT. § 130A-310 *et seq.* This authority has been delegated to the Director of the Division.
- B. Settling Remediators consent to and will not contest the jurisdiction or authority of the Division to issue the Declaration and Order and to enter into this Agreement, and will not contest the jurisdiction or authority of the Division to seek implementation or enforcement of their terms.
- C. This Agreement constitutes an Administrative Settlement with the State of North Carolina pursuant to Section 113(f)(3)(B) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC § 9613(f)(3)(B).

III. DEFINITIONS

Unless a term is otherwise expressly defined in the Declaration and Order, the following definitions apply to terms appearing in this Agreement:

- A. "City" shall mean the City of High Point, North Carolina, a municipal corporation organized and existing under the laws of the State of North Carolina.
- B. "De Minimis Settlement Administrative Order on Consent" shall mean the separate De Minimis Settlement Administrative Order on Consent relating to the Site entered into by the Division, the City of High Point, Seaboard Group II, the Work Parties and the De Minimis Settlers for the purpose of resolving the liability of the De Minimis Settlers under the terms set forth therein.
- C. "Former Seaboard Chemical Corporation Facility" or "SCC Facility" shall mean the property formerly owned and operated by Seaboard Chemical Corporation at 5899 Riverdale Drive, Jamestown, Guilford County, North Carolina, EPA Identification No. NCD-071-574-164, located adjacent to the former Riverdale Drive "Landfill." The SCC Facility is a portion of the "Site" as defined herein.
- D. "Landfill" shall mean the City of High Point's Riverdale Drive Landfill, Jamestown, Guilford County, North Carolina, located adjacent to the SCC Facility. The Landfill is a portion of the "Site" as defined herein.

- E. "Person" shall have the meaning provided in CERCLA § 101(21), 42 U.S.C. § 9601(21), and N.C. GEN. STAT. § 130A-290(a)(22).
- F. "Remedial Recommendation Document" shall mean the document titled "Seaboard Chemical Corporation Facility and City of High Point Riverdale Drive Landfill Remedial Recommendation Document," which was prepared by Seaboard Group II and City of High Point, and described and noticed for a public meeting and public comment period in the June 1, 2005, North Carolina Register. The Division conditionally approved the Remedial Recommendation Document on September 27, 2005. The Remedial Recommendation Document is subject to review and comment as provided in Section XI of this Agreement.
- G. "Seaboard Group II" or "Group" shall mean the unincorporated association of parties formed to conduct certain further response actions at the former Seaboard Chemical Corporation Facility pursuant to the Group Agreement.
- H. "Site" shall mean and include the former Seaboard Chemical Corporation Facility, the Landfill, the former City Materials Recovery Facility and any property that has been or may be acquired for purposes of performing a remedial action program at the Site. The Site also includes the groundwater contamination originating from these source areas. The Site is depicted generally on the sketch attached as Appendix B. An aerial photograph with an overlay of property boundaries is attached as Appendix C.
- I. "Statement of Work" or "SOW" shall mean the statement of work attached to the Declaration and Order as Exhibit A, and any modifications to the SOW made in accordance with this Agreement.
- J. "Work" shall mean all activities the Settling Remediators are required to perform under this Agreement, except those required by paragraph XIII(F) (Retention of Records).
- K. "Work Party" shall mean a person who is alleged to be a covered person and/or responsible party at the SCC Facility under Section 107 of CERCLA, 42 U.S.C. § 9607, and/or N.C. Gen. Stat. 130A-310.7, who has chosen to address its potential liability with respect to the Site under this Agreement and who executes and agrees to be bound by this Agreement and the separate De Minimis Settlement Administrative Order on Consent for the Site. After the Effective Date of this Agreement, a party desiring to become a Work Party under the terms of this Agreement may become a Settling Remediator only with the consent of the Division, the Group and the City. As a condition of such consent, the Group and the City may, in their sole discretion, require payment by such party of a late payment fee, in addition to any amount otherwise payable by a Work Party settling under this Agreement. The Work Parties are identified and listed in Appendix D to this Agreement.

IV. WORK TO BE PERFORMED

- A. The Settling Remediators shall design, implement, operate and maintain an approved remedial action program (“Approved Remedy”) for the Site and comply with the Declaration and Order (except as modified by this Agreement), the SOW, and this Agreement. The Approved Remedy shall be designed implemented, operated and maintained in accordance with the Remedial Recommendation Document, the most current Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup (“Guidelines”), and N.C.G.S. §130A-310.3(d).
- B. The objectives of the remedial action program for the Site shall be the objectives set out in the “Remedial Objectives” section of the Remedial Recommendation Document.
- C. All activities undertaken by the Settling Remediators pursuant to this Agreement shall be performed in accordance with the requirements of all applicable federal and State laws and regulations, and all applicable ordinances of the City of High Point and Guilford County.
- D. The Settling Remediators shall perform the Work in accordance with all manuals and plans, standards, specifications and schedules set forth herein or developed by the Settling Remediators and approved by the Division pursuant to this Agreement.
- E. The Settling Remediators are responsible for ensuring that all activities performed pursuant to this Agreement are consistent with the National Contingency Plan (NCP), 40 CFR Part 300.
- F. The Remediators shall apply for and obtain all permits necessary and required by applicable law to perform the Work and actions required by this Agreement, unless the Secretary grants a waiver pursuant to N.C.G.S. § 130A-310.3(e). This Agreement is not, and shall not be construed to be, a permit issued pursuant to any federal or State statute or regulation.
- G. The obligation of the Settling Remediators to perform the Work is joint and several, and the insolvency or other failure of any one or more the Settling Remediators to perform the Work shall not relieve the remaining Settling Remediators from their obligation to perform the Work. The presence of Seaboard Group II as a Settling Remediator and signatory to this Agreement shall in no way alter or limit the responsibility of the other Settling Remediators to perform the Work and comply with this Agreement.
- H. The Settling Remediators shall provide a copy of this Agreement to each person representing any Settling Remediator with respect to the Site or the Work required by this Agreement and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Agreement. The Settling Remediators shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Agreement.

- I. Any prior Administrative Orders on Consent pertaining to the Site entered into by a Settling Remediator shall be deemed to be satisfied by performance under this Agreement, and as of the effective date of this Agreement, shall be of no further force and effect as to such Settling Remediator.
- J. This Agreement, its appendices and the Remedial Recommendation Document, which are incorporated into this Agreement by reference, if approved by the Division, shall constitute a remedial action plan (RAP) approved by the Secretary of the Department for purposes of the Act.
- K. The Approved Remedy is conditioned upon the recordation, compliance with and enforcement of the land use restrictions described in the SOW. The failure of the Settling Remediators to record, comply with and enforce each land use restriction described in the SOW shall constitute a failure to meet the objectives of the remedial action program.
- L. In addition to the work to be performed by the City as a signatory to this Agreement and a participant in the implementation of the Approved Remedy, the City is required to comply with all applicable statutes and rules and the post-closure requirements concerning the Landfill as set out in statute and rule and any Landfill Closure Letter, which has been or may be issued by the Division's Solid Waste Section, except to the extent modified by this Agreement. Notwithstanding this Agreement, the failure to comply with such requirements may subject the City to enforcement action by the Division.
- M. The Settling Remediators acknowledge and agree that they are not entitled to the liability protection provided in N.C. GEN. STAT. § 130A-310.9 for responsible parties who voluntarily participate in the implementation of a remedial action program under N.C. GEN. STAT. § 130A-310.3.

V. SAMPLING, ACCESS AND DATA/DOCUMENT AVAILABILITY

- A. The Division or its representatives shall be permitted to take split or duplicate samples of any samples collected pursuant to this Agreement. The Settling Remediators shall notify the Division not less than ten (10) days in advance of any sampling activity. The Settling Remediators may provide notice to the Division through Settling Remediators' remedial action contractor(s). This notification may be given verbally in the field by the remedial action contractor(s) to the Division.
- B. The Settling Remediators shall be permitted to take split or duplicate samples of any samples collected by the Division, and the Division shall give the Settling Remediators prior reasonable notice of such sampling.
- C. While this Agreement is in effect, Division personnel and their representatives may, in addition to exercising any related legal rights, enter the Site without notice at all times

and, while present: review the progress of activities required by this Agreement; conduct such tests as the Division deems necessary; verify the data submitted to the Division by the Settling Remediators; inspect and copy any and all non-privileged records, files, photographs, operating and maintenance logs, contracts, sampling, analytical and monitoring data, and other documents relating in any way to this Agreement; and otherwise assess the Settling Remediators' compliance with this Agreement. All parties with access to the Site pursuant to this paragraph shall comply with all applicable provisions of approved health and safety plans.

- D. Unless a claim of confidentiality pertaining to any documents or other information provided to the Division under this Agreement is made pursuant to applicable law and adequately substantiated when the information is submitted, such information may be made available to the public by the Division without further notice to the Settling Remediators. The Settling Remediators agree that under no circumstances shall analytical and monitoring data generated pursuant to this Agreement be considered confidential.
- E. If the Settling Remediators are unable by reasonable efforts to access property as necessary to perform the Work pursuant to this Agreement, the Division shall promptly assist Settling Remediators in obtaining access upon receipt of a request submitted in writing to the Director.

VI. DELAY IN PERFORMANCE

As soon as the Settling Remediators are aware of any potential for delay, they shall submit to the Division written documentation of the reasons for the delay and the efforts made by the Settling Remediators to avoid such potential delay, as well as a time by which such work can be completed. The Division shall review the documentation and shall promptly approve the new schedule if good cause is shown. Good cause may include, but is not limited to, extraordinary weather, natural disasters, national emergencies and the unforeseeable inability to obtain permits or approvals from any federal, state, or local agency or body politic. At a minimum, good cause does not include normal inclement weather, increases in the cost of work to be performed under this Agreement, financial difficulty for the Settling Remediators in performing such work, failure by the Settling Remediators to satisfy the obligations under this Agreement (whether evidenced by a notice of deficiency or not), acts or omissions of the Settling Remediators' contractors or the failure of the Settling Remediators' contractors or representatives to make complete and timely application for any required approval or permit. The Settling Remediators will bear the burden of demonstrating good cause for delay, and that the delay proposed is warranted.

VII. FAILURE TO PERFORM WORK

In the event the Division determines any Settling Remediator is in violation of or has failed to comply with Section IV. (Work to Be Performed) of this Agreement, the Division may take one or more of the following actions: (1) order one or more of the Settling Remediators to remedy the violation(s); (2) temporarily or permanently halt implementation of the Work; (3) file an

action for injunctive relief pursuant to N.C. Gen. Stat. § 130A-18 against one or more of the Settling Remediators in the Superior Court of Guilford County to enforce the Declaration and Order and the statutes and rules cited therein; (4) assess an administrative penalty pursuant to N.C. Gen. Stat. § 130A-22 against one or more of the Settling Remediators; (5) conduct part or all of the remediation itself and seek cost recovery against one or more of the Settling Remediators; and (6) take any other action it deems appropriate within its authority regarding inactive hazardous substance or waste disposal sites or orders issued pursuant to Article 9 of Chapter 130A of the General Statutes. For purposes of any enforcement action taken to enforce the Declaration and Order, the "Approved Remedy," as that term is used in the Declaration and Order, shall mean the remedial action program developed for the Site and approved by the Division pursuant to this Agreement. The Settling Remediators agree not to contest the jurisdiction or authority of the Division to issue the Declaration and Order or to enter into this Agreement and to seek implementation or enforcement of their terms. Otherwise, the Settling Remediators reserve and retain all their defenses to the exercise of these enforcement authorities by the Division.

VIII. PAYMENT OF PAST COSTS

- A. As of the effective date of this Agreement, the actions taken by the Division with respect to the Site have included financing an emergency removal action of hazardous substances from the SCC Facility, conducting groundwater monitoring investigations, and overseeing and enforcing subsequent removal and remedial actions taken by the Settling Remediators.
- B. The costs incurred by the Division to finance, undertake, oversee and enforce the response actions taken at the Site are "Response Costs" within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
- C. Within ninety (90) days of the Effective Date of this Agreement, the Settling Remediators shall pay to the Division \$55,000.00 in payment of past Response Costs incurred by the Division at the Site. Payment shall be made in accordance with instructions provided to the Settling Remediators by the Division.
- D. Payments made pursuant to this Section shall satisfy each Settling Remediator's liability to the State for past Response Costs incurred by the Division at the Site under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and the Division agrees not to sue or take other administrative action under CERCLA against any Settling Remediator and its directors, officers, employees, successors or assigns with regard to any claim or liability for past Response Costs. Pursuant to Section 114(a) of CERCLA, 42 U.S.C. § 9614(a), the Division agrees to not sue or take other administrative action against any Settling Remediator and its directors, officers, employees, successors or assigns with regard to any claim of liability for past Response Costs incurred by the Division under any other State or federal law, including the Inactive Sites Act.

IX. OTHER CLAIMS AND PARTIES

Nothing in this Agreement shall constitute or be construed as a release of any claim, cause of action or demand in law or equity against any Person, individual, firm, partnership, corporation or other entity not a signatory to this Agreement including, but not limited to, any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, released at, or taken from the Site. This Agreement does not discharge or preclude claims by a Settling Remediator against any other Settling Remediator that fails to pay its share of the costs of performing the Work under this Agreement.

X. CONTRIBUTION PROTECTION

- A. The Parties agree that by execution of this Agreement, each Settling Remediator and its directors, officers, employees, indemnitors, successors and assigns shall be entitled, as of the Effective Date of this Agreement, to protection from contribution actions or claims to the full extent provided by CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2), or any other applicable Federal or State statute, common law or other authority, for Matters Addressed in this Agreement, and is further entitled to seek contribution to the full extent provided by CERCLA § 113(f)(1) and (f)(3)(B), 42 U.S.C. §9613(f)(1) and (f)(3)(B) and all other applicable Federal and State statutory authorities, from any other person who is liable or potentially liable for the Matters Addressed in this Agreement, and who is not a party to this Agreement or to the De Minimis or De Micromis Administrative Settlements for the Site.
- B. For purposes of Paragraph A above, "Matters Addressed in this Agreement" shall mean :
- (1) all investigation, removal, response, monitoring and remedial actions taken prior to, on or after the Effective Date of this Agreement by any person, including without limitation, the City, the State, the United States, Seaboard Group I, Seaboard Group II and by private parties, including without limitation, all actions taken pursuant to this Agreement and the Work identified herein, and all investigation, removal, response, monitoring, oversight and remedial action costs incurred and to be incurred by any person, including without limitation, the City, the State, the United States, Seaboard Group I, Seaboard Group II and by private parties at or in connection with the Site; and
 - (2) any claims or demands for injury or damages to person or property solely arising out of or relating to performance of response, oversight and remedial actions at the Site and
 - (3) all Response Costs.
- C. Notwithstanding the preceding, "Matters Addressed in this Agreement" shall not include claims of liability for failure to meet a requirement of this Agreement; criminal claims; claims of liability for damages or injury to, destruction of or loss of natural resources, and for the costs of any Natural Resource Damage assessments; claims by persons not a party hereto for personal injury, property damage or other economic loss, where such claims do not arise solely out of or relate solely to performance of response and remedial actions at

the Site; or claims arising from any future arrangement for disposal or treatment of additional hazardous substances at the Site after the effective date of this Agreement.

XI. PUBLIC PARTICIPATION

Prior to execution of this Agreement by the Division, the Division submitted this Agreement, its appendices and the Remedial Recommendation Document (which together constitute the proposed remedial action program for the Site) for public comment in compliance with Part 3 of Article 9 of Chapter 130A of the North Carolina General Statutes, and submitted for publication in the North Carolina Register notice of opportunity for public comment and a public hearing. This Agreement and proposed remedial action program shall not become effective until at least 60 days after publication of the notice in the North Carolina Register. In cooperation with the Division, the Settling Remediators have ensured that public notice and the opportunity for public comment were provided, and in the future shall be provided, in a manner consistent with the National Contingency Plan. The Settling Remediators shall cooperate with the Division in providing information regarding the work to the public as requested by the Division. The Settling Remediators shall participate in the preparation of such information for dissemination to the public and shall participate in public meetings which may be held or sponsored by the Division to explain activities at or relating to the Site. If the Division determines that this Agreement or the proposed remedial action program should be modified in view of public comments, the Division shall cause notice of a modified Agreement or modified remedial action program to be published in the North Carolina Register and thereby solicit further public comment. The modified Agreement or modified remedial action program shall not become effective until at least 60 days after such publication. The Division reserves the right to withdraw or withhold its approval of the Agreement or remedial action program for the Site, or any modified Agreement or modified remedial action program for the Site, if comments received disclose facts or considerations that indicate that the Agreement or remedial action program for the Site, or any modified Agreement or modified remedial action program, is inappropriate, improper or inadequate.

XII. APPENDICES

The following appendices are attached to and incorporated into this Agreement:

“Appendix A” is the Declaration and Order.

“Appendix B” is a sketch of the Site.

“Appendix C” is an aerial photograph of the Site with an overlay of property boundaries.

“Appendix D” is the list of Work Parties who are signatories to this Agreement.

XIII. ADDITIONAL PROVISIONS

- A. All documents submitted to the Division pursuant to this Agreement shall be sent by certified mail, return receipt requested, by overnight delivery or other equivalent service, or hand delivered to:

Dexter Matthews, Director
Division of Waste Management
NC Department of Environment and Natural Resources
1646 Mail Service Center
Raleigh, NC 27699-1646

The Division will direct all correspondence to:

Amos C. Dawson III, Esq.
Group Counsel, The Seaboard Group II
Williams Mullen
P. O. Drawer 19764
Raleigh, NC 27619-9764

with a copy to:

Allan Gates, Esq.
Chairman, Executive Committee
The Seaboard Group II
Mitchell, Williams, Selig, Gates & Woodyard, PLLC
425 West Capitol Ave., Suite 1800
Little Rock, AR 72201

and:

Randy C. Smith
Administrator, The Seaboard Group II
American Environmental Consultants
30 Purgatory Road
Mont Vernon, NH 03057-0310

and to:

Honorable Rebecca Smothers, Mayor
City of High Point
211 South Hamilton Street
Post Office Box 230
High Point, NC 27261

with a copy to:

Stephen W. Earp, Esq.

Smith Moore LLP
P. O. Box 21927
Greensboro, NC 27420

- B. This Agreement shall be binding upon, and inure to the benefit of, the Division, the City and each other Settling Remediator who is a signatory to this Agreement, their respective agents, affiliates, successors and assigns. An assignment or other contractual arrangement between a Settling Remediator and a third party or a change in ownership or corporate status of a Settling Remediator, including but not limited to any transfer of assets or real property, shall not alter or transfer the Settling Remediator's responsibilities under this Agreement. The disbanding or reorganization of Seaboard Group II shall in no way alter or limit the responsibilities of the other Settling Remediators under this Agreement.
- C. The Parties agree that if the Work is conducted by the Settling Remediators in accordance with the requirements of this Agreement, and the Approved Remedy achieves the objectives of the remedial action program, the remedial action will be protective of the public health, welfare and the environment. The Settling Remediators are responsible for ensuring that the Work under this Agreement is conducted by the Settling Remediators in a manner consistent with the NCP.
- D. This Agreement resolves the Settling Remediators' liability to the Division for the work described in the Statement of Work attached to the Declaration and Order and the "Work to Be Performed" Section of this Agreement and for the past Response Costs incurred by the Division at the Site. The Division reserves, and this Agreement is without prejudice to, all the Division's rights against Settling Remediators with respect to all matters not expressly resolved in this Agreement. Such reservation of rights includes, but is not limited to: (1) claims for future response costs at the Site; (2) liability for the failure to comply with this Agreement; (3) the Division's right to require additional response actions at the Site, beyond those actions described in the Statement of Work attached to the Declaration and Order and the "Work to Be Performed" Section of this Agreement, if the Division determines that the Approved Remedy is not sufficient to meet the objectives of the remedial action program for the Site, or if the Division determines that additional response actions are necessary to protect public health and the environment; (4) liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Agreement; (5) liability under Section 107 of CERCLA, 42 U.S.C. § 9607 for injury to, destruction of, or loss of natural resources resulting from a release at the Site; (6) criminal liability; and (7) all the Division's authority regarding inactive hazardous substance or waste disposal sites in relation to the Site and the right to take all actions necessary to fulfill its statutory mandates to protect human health and the environment. The Settling Remediators reserve and retain all defenses to the Division's claims, the assertion of any such reserved rights and the exercise of such authorities by the Division against Settling Remediators.

- E. Irrespective of whether any Settling Remediator is in violation of this Agreement, the Division may order a temporary or permanent halt to implementation of this Agreement if necessary to protect public health or the environment at or in the vicinity of the Site.
- F. Each Settling Remediator shall preserve, for at least six (6) years after the effective date of this Agreement, all records and documents in its possession or in the possession of its divisions, employees, agents, accountants, contractors or attorneys which relate in any way to the Site. A Settling Remediator may fulfill this obligation by sending copies of such documents to the Administrator of Seaboard Group II for preservation. After this six (6)-year period, the Settling Remediators shall notify the Division at least thirty (30) days prior to the destruction of any such records and documents. The Settling Remediators shall comply with any written request by the Division, received prior to the day set for destruction, to continue to preserve such records and documents for no longer than one additional two (2) year period or to provide them to the Division. The Settling Remediators may assert any available right to keep particular records and documents, other than analytical data, confidential.
- G. The obligations of the Settling Remediators to perform the Work required pursuant to this Agreement shall terminate when the Settling Remediators receive written notice from the Division that all Work required pursuant to this Agreement has been completed to the Division's satisfaction.
- H. Each undersigned representative of a Settling Remediator entering this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such a party to this Agreement.
- I. Each Settling Remediator agrees to indemnify and save and hold harmless the State and its agencies, departments, officials, agents, employees, contractors and representatives, from any and all claims or causes of action arising from or on account of acts or omissions of that Settling Remediator or its officers, employees, receivers, trustees, agents, or assigns in carrying out actions required pursuant to this Agreement. For clarity, a Settling Remediator is not obligated to indemnify and save and hold harmless concerning claims or causes of action arising from the acts of other Settling Remediators or their officers, employees, receivers, trustees, agents, or assigns. Except for this Agreement, neither the State nor any agency or representative thereof shall be held to be a party to any contract involving the Settling Remediators relating to the Site.
- J. Each Settling Remediator waives any requirement for service of the Declaration and Order, Docket # 08-SF-249, as set forth in N.C.G.S. § 130A-310.3, or any other applicable statute or rule. Each Settling Remediator and the Division shall identify, on its signature page to this Agreement, the name, e-mail address, mailing address and telephone number of an agent who is authorized to accept service of any future notice or any process by United States mail, First Class postage prepaid on behalf of that Remediator or the Division with respect to all matters arising under or related to this Agreement (the "Contact Address"). The Settling Remediators and the Division hereby agree to accept service in that manner and to waive any other requirement for service,

including the formal service requirements as set forth in Rule 4 of the Rules of Civil Procedure and any applicable local rules of Court, including, but not limited to, service of a summons. In the event any party wishes to change its Contact Address for purpose of receiving notices and service of process under this Agreement, it shall serve a Notice of Change of Contact Address upon the all the other Parties to this Agreement. By execution of this Agreement, each Settling Remediator hereby waives any requirements for further service of process under this Agreement by any means other than as provided in this paragraph.

- K. This Agreement may not be modified without the written consent of the Parties.
- L. This Agreement constitutes the entire agreement among the Parties with respect to the matters addressed herein. This Agreement may be signed in counterpart originals.
- M. The "Effective Date" of this Agreement shall be the date on which it is signed by Dexter R. Matthews, Director of the Division.

DIVISION OF WASTE MANAGEMENT
NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES

By: _____
Dexter R. Matthews

Date of Signature: _____ / _____ / _____

Title: Director

“Contact Address” for further service pursuant to Section XIII(J) of this Settlement Agreement. NOTE: This address and contact person will receive all further service under this Settlement Agreement.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

CITY OF HIGH POINT

By: _____

Date of Signature _____ / _____ / _____

Name (Print): _____

Title: _____

“Contact Address” for further service pursuant to Section XIII (J) of this Settlement Agreement. NOTE: This address and contact person will receive all further service under this Settlement Agreement.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

SEABOARD GROUP II

By: _____
Signature

Title: Chairman, Seaboard Group II Executive Committee
As Authorized by Vote of the Members of the Seaboard Group 11

Date of Signature: _____ / _____ / _____

Name (Print): _____

“Contact Address” for further service pursuant to Section XIII (J) of this Settlement Agreement. NOTE: This address and contact person will receive all further service under this Settlement Agreement.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

WORK PARTY

Potentially Responsible Party (PRP) Name: _____

By: _____
Signature

Date of Signature: _____ / _____ / _____

Name (Print): _____

Title: _____

Company/Firm Name: _____
(if different from PRP name)

Address: _____

Phone: _____ Fax No. _____

“Contact Address” for further service pursuant to Section XIII (J) of this Settlement Agreement. NOTE: This address and contact person will receive all further service under this Settlement Agreement.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

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**Remedial Action Settlement Agreement
Docket No. 08-SF-249**

Appendix A

Declaration and Order

--- D R A F T ---

[Note: The list of Responsible Parties to whom this Declaration and Order will be issued is subject to change without prior notice from the Division.]

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT
SUPERFUND SECTION**

**IN RE: FORMER SEABOARD CHEMICAL
CORPORATION FACILITY AND
RIVERDALE DRIVE LANDFILL**

**JAMESTOWN, NORTH CAROLINA
GUILFORD COUNTY**

**WRITTEN DECLARATION PURSUANT TO
NORTH CAROLINA GENERAL STATUTE 130A-
310.3(a) AND ORDER TO DEVELOP AND
IMPLEMENT A REMEDIAL ACTION
PROGRAM PURSUANT TO NORTH CAROLINA
GENERAL STATUTE 130A-310.3(c)**

I. JURISDICTION

This Written Declaration Pursuant to North Carolina General Statute 130A-310.3(a) and Order to Develop and Implement a Remedial Action Program Pursuant to North Carolina General Statute 130A-310.3(c) (Declaration and Order) is issued to City of High Point; Akzo Nobel Coatings, Inc.; American Woodmark Corporation; Ashland, Inc.; BASF Corp.; Brenntag North America, Inc.; Carolina Solvents, Inc.; Clariant Corp.; Conoco Phillips Company; Exxon Mobil Corporation; General Electric Company; Huntsman Chemical Corporation; Neptco Inc.; Rexam Inc.; Rockwell Automation, Inc.; Technographics, Decatone; Teva Pharmaceuticals USA, Inc.; The Dexter Corporation (Dexter Midland/Frekote); Valspar Corporation; Thomasville Furniture Industries, Inc.; and Walt Disney World Co. (collectively: the "Responsible Parties"). This Declaration and Order is issued under authority vested in the Secretary of the North Carolina Department of Environment and Natural Resources (Department) by North Carolina's Inactive Hazardous Sites Response Act of 1987 (the Act), which constitutes Part 3, Article 9 of Chapter 130A of the North Carolina General Statutes (N.C.G.S.), N.C.G.S. § 130A-310 *et seq.* This authority has been delegated to the Director of the Department's Division of Waste Management (Division).

II. STATEMENT OF PURPOSE

This Declaration and Order is issued to the Responsible Parties to declare the Site, as defined in Section III.A., an inactive hazardous substance or waste disposal site, and to cause,

subject to approval by the Division, within reasonable time limits, the implementation of an effective remedial action program for the Site.

III. FINDINGS OF FACT

- A. "The Site" is and includes the property formerly owned and operated by Seaboard Chemical Corporation at 5899 Riverdale Drive, Jamestown, Guilford County, North Carolina, EPA Identification No. NCD-071-574-164 (the "former SCC Facility"), the City of High Point's Riverdale Drive Landfill, Jamestown, Guilford County, North Carolina (the "Landfill"), the former City Materials Recovery Facility, any groundwater contamination originating from these source areas and any property that has been or may be acquired for purposes of performing a remedial action program at the Site.
- B. The Site is bounded at its eastern border by the Deep River. The Deep River has been dammed to form the Randleman Reservoir, which will provide drinking water to the Cities of Greensboro and High Point, and certain residents in adjacent counties. The upper reaches of Randleman Reservoir are adjacent to the Site.
- C. Each of the Responsible Parties, other than the City, discharged or deposited; or by contract, agreement, or otherwise arranged for the discharge or deposit; or accepted for discharge or deposit; or transported or by contract, agreement or otherwise arranged for the transport for the purpose of discharge or deposit of hazardous substances at the Site.
- D. Seaboard Chemical Corporation operated the former SCC Facility from approximately 1974 to 1989. Among other operations and activities performed, Seaboard Chemical Corporation reclaimed spent solvents by distillation and blended high-BTU substances for sale as fuel. From approximately 1974 to 1989, Seaboard Chemical Corporation received, treated, stored and disposed of hazardous substances at the SCC Facility. Available records indicate that more than 18 million gallons of hazardous substances were received from many sources, including the Responsible Parties, but not from the City of High Point.
- E. The City of High Point owns and operates the Landfill. From the early 1950s to 1993, the City of High Point used the Landfill to receive and dispose of municipal solid waste. For a time prior to 1974, the City also allowed wastes containing hazardous substances to be disposed of at the Landfill and for a four-year period, from approximately 1966 to 1970, operations at the Landfill included the disposal and open burning of volatile organic and semi-volatile organic compounds.
- F. Waste discharged or deposited at the SCC Facility and the Landfill has resulted in

soil and groundwater contamination and co-mingled plumes of groundwater contamination. Soil and groundwater sampling has revealed the presence of hazardous substances including acetone, benzene, 1,1-dichloroethane, 1,2-dichloroethane, 1,1-dichloroethane, 1,2-dichloroethane (total), methylene chloride, 1,1,1-trichloroethane, phenol, naphthalene, 1,4 dioxane and other chemical compounds which are hazardous substances.

- G. On September 27, 2005, the Division conditionally approved the "Remedial Recommendation Document," which was published for public notice and comment in the June 1, 2005, North Carolina Register.
- H. The Responsible Parties contend that they are unable to enter into a voluntary administrative agreement for implementation of an effective remedial action program pursuant to N.C.G.S. § 130A-310.9(b).

IV. DECLARATIONS

- A. The substances identified in Section III.D. and III. F. above are hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act/Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 *et seq.*, and are thus such substances for purposes of the Act pursuant to N.C.G.S. § 130A-310(2).
- B. The Site is an inactive hazardous substance or waste disposal site within the meaning of N.C.G.S. § 130A-310.3(c) pursuant to N.C.G.S. § 130A-310(3).
- C. The Site endangers the public health or the environment within the meaning of N.C.G.S. § 130A-310.3(a).
- D. The persons identified in Section I (Jurisdiction) are responsible parties in relation to the Site within the meaning of N.C.G.S. § 130A-310.3(c) pursuant to N.C.G.S. §§ 130A-310(9) and -310.7.
- E. The Secretary of the Department, and by delegation the Director of the Division, is authorized to issue this Declaration and Order pursuant to N.C.G.S. § 130A-310.3(a) and N.C.G.S. § 130A-310.3(c).
- F. The Responsible Parties to whom this Declaration and Order is directed are jointly and severally responsible for implementing an effective remedial action program for the Site.

V. ORDER

Based upon the foregoing Findings of Fact and Declarations, IT IS HEREBY ORDERED that:

- A. The Responsible Parties shall design, implement, operate and maintain an approved remedial action program (“Approved Remedy”) for the Site in accordance with the Remedial Recommendation Document and comply in all respects with this Order, including the Statement of Work, which is attached as Exhibit A and incorporated into this Declaration and Order.
- B. The objectives of the remedial action program for the Site shall be the objectives set out in the “Remedial Objectives” section of the Remedial Recommendation Document.
- C. The Division’s approval of a remedial action program for the Site shall be conditioned upon the recordation, compliance with and enforcement of the land use restrictions described in the Statement of Work. If for any reason the land use restrictions are not recorded in accordance with applicable law, or if any recorded land use restriction is violated, the failure to record, comply with and enforce the land use restrictions shall constitute a failure to meet the objectives of the remedial action program for the Site.
- D. The Division reserves its right to require the Responsible Parties to take additional response actions at the Site, beyond those actions described in the Approved Remedy, if the Division determines that the Approved Remedy is not effective in protecting public health and the environment at the Site or not sufficient to meet the objectives of the remedial action program for the Site, and that additional response actions are necessary to protect public health and the environment.
- E. The work required to be performed by the City of High Point under this Order, including the Statement of Work, is in addition to the actions required by applicable statutes and rules and the post-closure requirements concerning the Landfill as set out in statute and rule and any Landfill Closure Letter, which has been or may be issued by the Division’s Solid Waste Section. Notwithstanding this Order, the failure to comply with such requirements may subject the City of High Point to enforcement action by the Division.

VI. ADDITIONAL PROVISIONS

- A. All documents submitted to the Division pursuant to this Declaration and Order shall be sent to:

Vance Jackson, P.G.
Division of Waste Management
401 Oberlin Road - Suite 150
Raleigh, North Carolina 27605-1350

- B. Nothing herein shall constitute a satisfaction of, or release from, liability for any claim arising as a result of operation, ownership or use of the Site by the Responsible Parties, their, agents, contractors, lessees, successors or assigns.
- C. In the event the Division determines any Responsible Party is in violation of this Declaration and Order or requirements established pursuant thereto, the Division may: (1) order any Responsible Party to remedy the violation(s) or temporarily or permanently halt implementation of this Declaration and Order; (2) file an action for injunctive relief pursuant to N.C. Gen. Stat. § 130A-18 in the Superior Court of Guilford County to enjoin any threatened or continuing violation of the requirements of this Order, or the statutes and rules cited herein; (3) assess a civil penalty pursuant to N.C. Gen. Stat. § 130A-22; (4) conduct part or all of the remediation itself and seek cost recovery; and/or (5) take any other action it deems appropriate within its authority regarding inactive hazardous substance or waste disposal sites or orders issued pursuant to Article 9 of Chapter 130A of the General Statutes.
- D. If conditions so require, and irrespective of whether any Responsible Party is in violation of this Declaration and Order or the requirements established herein, the Division may order a temporary or permanent halt to implementation of this Declaration and Order, or order actions within its authority regarding inactive hazardous substance or waste disposal sites in addition to or other than those required hereunder.
- E. The Responsible Parties shall preserve, for a minimum of six (6) years after termination of this Declaration and Order, all records and documents in their possession or in the possession of their divisions, employees, agents, accountants, contractors or attorneys which relate in any way to the Site or this Declaration and Order. After this six-(6) year period, the Responsible Parties shall notify the Division at least thirty (30) days prior to the destruction of any such records and documents. The Responsible Parties shall comply with any written request by the Division, prior to the day set for destruction, to continue to preserve such records and documents or to provide them to the Division. The Responsible Parties may designate one among their number to retain all records and documents required to be retained by this paragraph.
- F. The Responsible Parties shall provide a copy of this Declaration and Order to each contractor or other person or entity retained to perform any work under this

Declaration and Order within seven (7) days of retaining their services. The Responsible Parties shall condition any such contracts upon satisfactory compliance with this Declaration and Order. Notwithstanding the terms of any contract, the Responsible Parties are responsible for compliance with this Declaration and Order and for ensuring that such contractors or other persons or entities comply with this Declaration and Order.

- G. All actions required pursuant to this Declaration and Order shall be in accordance with applicable local, state and federal laws and regulations, unless an exemption regarding particular state or local laws or regulations is specifically provided in this Declaration and Order now or later.
- H. While this Declaration and Order is in effect, Division personnel and their representatives may, in addition to exercising any related legal rights, enter the Site without notice at all times and, while present, review the progress of activities required by this Declaration and Order; conduct such tests as the Division deems necessary; verify the data submitted to the Division by the Responsible Parties; inspect and copy any and all records, files, photographs, operating logs, contracts, sampling and monitoring data, and other documents relating in any way to this Declaration and Order; and otherwise assess the Responsible Parties' compliance with this Declaration and Order. All parties with access to the Site pursuant to this paragraph shall comply with all approved health and safety plans.
- I. Except for obligations under Section V. C and E and Section VI. B and E above, this Declaration and Order shall terminate when the Responsible Parties receive written notice from the Division that all activities required pursuant to this Declaration and Order have been completed to the Division's satisfaction.

VII. OPPORTUNITY TO REQUEST A HEARING

The Responsible Parties have the right to request an administrative hearing to contest this Declaration and Order. To exercise this right, the Responsible Parties must file a written petition with the Office of Administrative Hearings in accordance with N.C.G.S. § 150B within sixty (60) days of receipt of this Declaration and Order. A copy of the petition must also be served on Mary Penny Thompson, General Counsel, Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, North Carolina 27699-1601.

SO ORDERED this the _____ day of _____, _____.

BY: _____
Dexter R. Matthews
Director, Division of Waste Management
North Carolina Department of Environment
and Natural Resources

Exhibit A to Declaration and Order (Docket # 08-SF-249)

STATEMENT OF WORK

All work performed pursuant to this Statement of Work ("SOW") shall be conducted in accordance with the approved remedial action program for the Site ("Approved Remedy") and with the remedial design and specifications in the Remedial Recommendation Document, as approved by the Division, and the most current Inactive Hazardous Sites Program Guidelines for Assessment and Cleanup ("Guidelines"), unless otherwise provided herein.

- A. The projected schedule set forth in the "Remedial Recommendation Document" shall be modified as set forth herein:
1. Within one year of the date of the Division's issuance of the Declaration and Order (the "Order Date"), the Responsible Parties shall submit to the Division for approval a Preconstruction Report in accordance with section 5.3 of the Guidelines that contains at least the following information:
 - a. The results of any additional site characterization or treatability studies performed since September 27, 2005.
 - b. A final engineering report, including a narrative description of process design, a summary of changes from the conceptual design in the Remedial Recommendation Document and final construction plans and specifications. However, the full scale phytoremediation preconstruction report and specifications for both the treatment wetlands and the full scale phytoremediation system (the "natural treatment systems"), shall be due within ninety (90) days of completion of the eighteen (18) month full scale field pilot study for the phytoremediation system. The full scale field pilot study shall commence within thirty (30) days of the Order Date.
 - c. Copies of required registrations, permits, and approvals.
 - d. A detailed performance monitoring and evaluation plan that has been developed to monitor the remedial action system as shown in the final design, which shall constitute the plan for the Five Year Review required under Section F of this Statement of Work.
 - e. An updated project schedule that includes estimated submittal dates for the Construction Completion Report, Progress Reports, and the Remedial Action Completion Report.
 - f. An updated, comprehensive Site-Specific Health and Safety Plan.
 - g. An updated Sampling and Analysis Plan.
 2. Within one (1) year after notice to the Responsible Parties of Division approval of the final design as described in the Preconstruction Report, the

Responsible Parties shall complete the construction of the hydroxyl ion oxidation system with a performance standard for 1,4-Dioxane of <10 ug/l or other approved alternative system with equal or greater performance standards and all ancillary equipment and appurtenances necessary for its operation.

3. Within one hundred and eighty (180) days after completion of construction of the hydroxyl ion oxidation system with a performance standard for 1,4-Dioxane of <10 ug/l or other approved alternative system with equal or greater performance standards, and ancillary equipment and appurtenances, the Responsible Parties shall commence operation of the hydroxyl ion oxidation system or other approved alternative system with equal or greater performance standards.

4. Within one hundred twenty (120) days of the approval by the Division of the phytoremediation preconstruction report and specifications for both the treatment wetlands and the full scale phytoremediation system (the "natural treatment systems"), the Responsible Parties shall commence the construction of the treatment wetlands located on the former Seaboard Chemical Corporation site and the phytoremediation system located on top of a portion of the landfill. The operation of the natural treatment systems as outlined in the "Remedy Recommendation Document" shall commence as soon as practicable after completion of construction. It is understood that the Remedial Recommendation Document contemplates increased reliance on the natural treatment systems as they mature. The hydroxyl ion oxidation treatment process with a performance standard for 1,4 -Dioxane of <10 ug/l, or other approved alternative system with equal or greater performance standards, will provide supplemental treatment of extracted ground water and leachate prior to the natural processes becoming mature and fully effective, and provide an alternative to the natural treatment systems if they do not perform in accordance with the design estimates.

5. The Responsible Parties have submitted to the Division for approval a Pre-remedial Groundwater and Surface Water Monitoring Plan (Pre-Remedial Monitoring Plan) containing the following elements:
 - a. Monitoring objectives
 - b. Ground water monitoring locations
 - c. Surface water monitoring locations
 - d. Analytical methods
 - e. Quality control samples
 - f. Monitoring and reporting schedule

The purpose of the Pre-Remedial Monitoring Plan is to collect additional groundwater and surface water data necessary to establish a baseline against

which to measure the performance and effectiveness of the Approved Remedy. As soon as practical, but no later than one year after notice to the Responsible Parties of approval of the Pre-Remedial Monitoring Plan, the Responsible Parties shall complete pre-remedial ground water and surface water monitoring activities and submit a Pre-Remedial Monitoring Report to the Division.

- B. Any necessary amendments or modifications to this SOW, to the implementation schedule set forth in this SOW or to the reports or plans submitted pursuant to this SOW shall be implemented through Technical Memoranda submitted by the Responsible Parties and approved in writing by the Division. All such Technical Memoranda approved by the Division shall be deemed incorporated by reference into this SOW and the Approved Remedy. Such requested modifications or amendments shall not modify the schedule set forth in this SOW, be incorporated into the Approved Remedy, or be implemented, unless and until approved in writing by the Division, except if necessary to mitigate an imminent hazard to human health or the environment.

- C. During the period of construction of the remedial action systems identified in A.2-A.4 above, the Responsible Parties shall provide to the Division quarterly progress reports documenting the remedial construction activities. The quarterly reports shall include, as a minimum and without limitation, a description of completed activities during the reporting period; a description of work remaining to complete the implementation of the remedy; a description of any actual or anticipated problems or delays, and recommendations or solutions developed or implemented to address or mitigate any actual or anticipated problems or delays.

The first quarterly report shall be provided no later than one hundred and eighty (180) days after commencement of construction of remedial action systems and reports shall continue until the Responsible Parties complete construction and start up of the Approved Remedy.

- D. No later than the date upon which the Responsible Parties have completed construction of the hydroxyl ion oxidation system, or other approved alternative system with equal or greater performance standards, pursuant to Section A.2. of this Statement of Work, the Responsible Parties shall submit to the Division for approval a Remedial Groundwater and Surface Water Monitoring and Effectiveness Evaluation Plan. This Plan shall supersede the Pre-Remedial Monitoring Plan required by Section A.5. of this Statement of Work, be sufficient to monitor the effectiveness of the Approved Remedy and shall contain at least the following elements consistent with the Guidelines:
 - a. Monitoring objectives
 - b. Ground water monitoring locations
 - c. Surface water monitoring locations
 - d. Analytical methods
 - e. Quality control samples

- f. Schedule for collection of surface water and groundwater data and for monitoring
 - g. Measurement of extraction rates of recovery wells
 - h. Evaluation of ground water drawdown and capture zones
 - i. Evaluation of rates of contaminant mass recovery
 - j. Overall performance evaluation of extraction well network
 - k. Optimization of system operating parameters
 - l. Issues and follow-up actions
- E. Within ninety (90) days of commencement of operation of the hydroxyl ion oxidation system, or other approved alternate system with equal or greater performance standards, the Responsible Parties shall implement the Remedial Groundwater and Surface Water Monitoring and Effectiveness Evaluation Plan required by Section D of this Statement of Work. Thereafter the remedial monitoring and effectiveness evaluation activities shall be conducted and reported to the Division no later than January 30th on an annual basis. The annual reports shall include, at a minimum, a summary report including: data tables, laboratory reports, ground water elevation contour maps in plan view and cross section, isoconcentration contour maps for total volatile organic compounds and four of the primary compounds of concern (1,4-dioxane, 1,2-DCA, vinyl chloride and chlorobenzene) in plan view and cross section, an evaluation of the effectiveness of the remedial action, and graphs illustrating trends of indicator constituents from key/representative monitoring stations.

Once the Responsible Parties have demonstrated that the hydraulic control system: 1) is preventing any additional offsite migration of contaminated ground water; 2) has eliminated any surface water violations in the onsite water bodies including the intermittent streams and the Deep River; and 3) has reduced or eliminated any further discharges of contaminated ground water to the Deep River, then the Responsible Parties may request and the Division may approve a reduction in the frequency of monitoring.

- F. The Responsible Parties shall perform a review of the implementation of the Approved Remedy no less often than every five years after commencement of operation of the remedial action systems. The purpose of the five-year review is to evaluate the effectiveness of the Approved Remedy and to assess whether the Approved Remedy remains effective and is protective of human health and the environment. The scope of work of the five-year review shall be in substantial compliance with the United States Environmental Protection Agency's (EPA's) Comprehensive Five-Year Review Guidance (OSWER Directive No. 9355.7-03B-P). The five-year review reports shall be provided to the Division within one hundred and eighty (180) days of the end of each five-year reporting period, with the first five-year reporting period commencing on the date the hydroxyl ion oxidation system, or other approved alternative system with equal or greater performance standards, is placed into operation. The reports will include a

discussion of all plausible exposure pathways identified at the Site during the execution of the RI/FS and related studies and confirmation that each of these pathways is still being controlled. (E.g. all fences constructed pursuant to Section L.2 of this Statement of Work are intact.)

If the five-year review identifies conditions at the Site that significantly impact the effectiveness of the remediation system, or reveals that the Approved Remedy is not achieving the remedial objectives or is not protective of human health and the environment, a plan of appropriate follow-up actions will be developed. Potential types of follow-up actions may include the following:

1. Additional monitoring activities to confirm or supplement the routine monitoring data.
2. Modifications to operation and maintenance activities of the remediation system to address the issue.
3. Supplemental remedial assessment and/or risk assessment activities to further characterize the issue.
4. Additional remedial measures (i.e. additional recovery wells or institutional controls) to address the issue.

The plan of specific follow-up actions will be submitted to the Division for written approval. The plan will include a schedule of implementation and reporting and the criteria that will be used to evaluate the effectiveness of the proposed action for achieving the remedial objectives.

- G. Within forty-five (45) days of receiving notice from the Division of any deficiency in the reports or plans required by this Statement of Work or in the implementation of the plans required by this Statement of Work, the Responsible Parties shall submit to the Division information or material sufficient to demonstrate correction of such deficiencies. No plans will be implemented without approval from the Division.
- H. In the absence of exigent circumstances, the Responsible Parties shall notify the Division no less than ten (10) days prior to the initial commencement of any major field activity as identified in Section A above.
- I. Within 90 days of the Order Date, the Responsible Parties shall submit, for the Division's approval, separate Declarations of Perpetual Land Use Restrictions (Declarations) and survey plats for the former Seaboard Chemical Corporation facility and the adjacent Crutchfield property located north and east of the Site and the Deep River. The survey

plats shall comply with N.C.G.S. 130A-310.8(a). Upon the Division's approval the Responsible Parties shall record the survey plats and Declarations within 30 days.

- J. Within ninety (90) days after the Responsible Parties conclude that all phases of the remedy have been constructed and are operational, the Responsible Parties shall schedule and conduct a certification of completion inspection with the Division. If after the certification of completion inspection, the Division agrees that the construction work has been fully performed, the Responsible Parties shall submit a Construction Completion Report stating that the work has been completed in satisfaction of the requirements of this Statement of Work. If the Division concludes, based on the inspection and the report, that the Work has been performed and completed in accordance with this Statement of Work, the Division shall so notify the Responsible Parties in writing.

- K. The Responsible Parties shall continue to operate and maintain the remedial action systems until the Remedial Objectives set out in the Remedial Recommendation Document are met. When all Remedial Objectives are met, the Responsible Parties shall submit a Remedial Action Completion Report that complies with section 5.6 of the Guidelines for Assessment and Cleanup. If the Division concludes, based on the Remedial Action Completion Report, that the Remedial Action has been performed and completed, the Division shall so notify the Responsible Parties in writing.

- L. In addition to its participation with the Responsible Parties in the undertakings described in sections A through K of this Statement of Work, the City of High Point shall perform the following actions at the Landfill for purposes of implementation of the Approved Remedy:
 - 1. Land Use Restrictions: Record a Declaration of Perpetual Land Use Restrictions and associated plat map approved by the Division, in accordance with N.C.G.S. 143B-279.9 and 279.10, as required by the approved Remedial Recommendation Document, and by N.C.G.S. 130A-301.
 - 2. Site access control: Install a six-foot chain link fence topped with barbed wire along the perimeter of the Landfill bordering the Randleman Reservoir in order to prevent public access to the Site by boaters, hikers, hunters, fishermen and other recreational users of the reservoir. The new fencing shall be equivalent to and connect with the existing fence around the Landfill. Maintain all fencing, including a locked gate, to prevent unauthorized access to Landfill.
 - 3. Landfill gas: Manage and control landfill gas. Maintain the existing methane gas monitoring and passive mitigation systems, and continue to monitor for methane gas on a quarterly basis. Keep records of all monitoring; provide monitoring records to the Division upon request. Undertake methane gas remediation measures as may be necessary to ensure that the concentration of methane gas generated by the facility does not exceed 25 percent of the lower explosive limit for methane in facility structures and at the facility boundary. Comply with any applicable Clean Air Act requirements.

4. Surface water: Manage and control surface water at the Landfill so as to meet the requirements of 15A N.C. Administrative Code 13B .0503(2)(c). Maintain the Landfill so that surface water runoff occurs in a controlled manner and that water is not impounded over waste.
5. Integrity and effectiveness of Landfill cover: Maintain and make any necessary repairs to the existing Landfill cover and erosion control devices, and maintain the enhanced Landfill cover which is installed over the burn pit soil residue mound as part of implementation of the remedy.
6. Leachate collection: Continue to collect, manage, store and treat the leachate from the existing leachate collection system at the Landfill. Maintain the security and integrity of the leachate collection tanks.
7. Abandonment of potable well: Properly abandon the potable well located near the landfill entrance between Riverdale Drive and the scale house in accordance with 15A N.C. Administrative Code 2C. Abandonment shall be performed by a NC licensed well driller. Submit well abandonment forms to the Division's Solid Waste Section within 30 days of abandonment.
8. Monitoring wells: Maintain the security and integrity of all groundwater monitoring wells and monitoring well pads.
9. Contingency: In the event of default, for any reason and at any time, of the Responsible Parties on their joint and several obligations under the Agreement, including this Statement of Work, the City shall, in addition to its responsibilities listed in paragraphs one through eight, above, continue with the scheduled monitoring of ground and surface water in the vicinity of the Site, as provided in the Statement of Work. All monitoring data shall be submitted to the Division within 90 days of receipt of analytical data from the laboratory. Depending upon conditions at the Site at the time of default, the Division and the City may agree to a more limited monitoring plan, provided that the plan provides the Division with sufficient information to determine whether additional remedial action may be necessary at the Site.

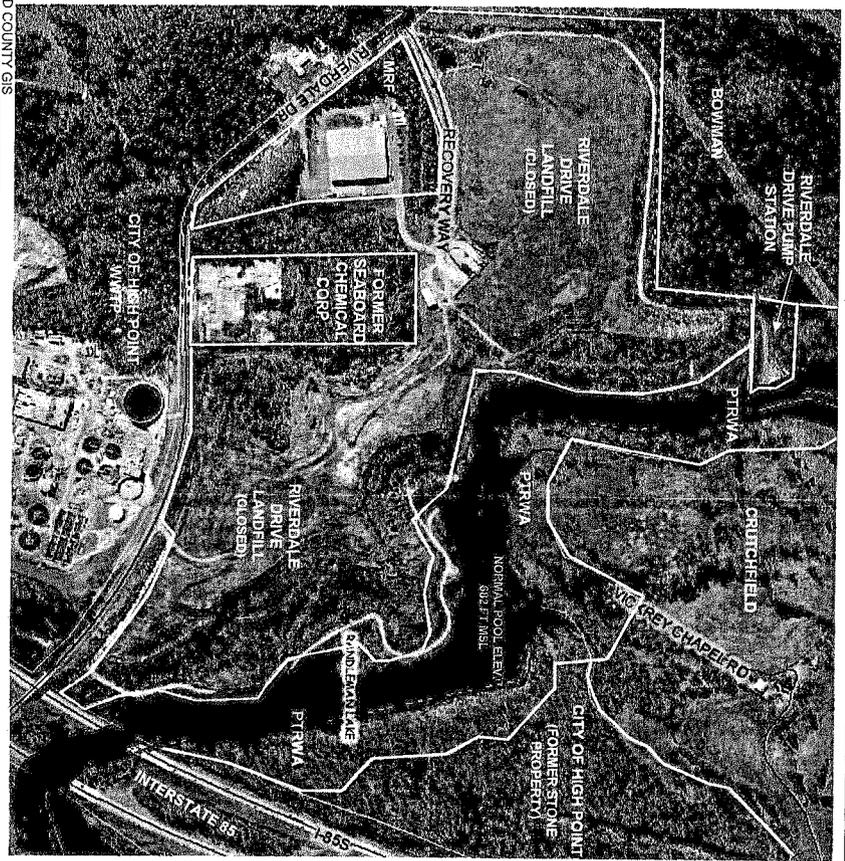
**Remedial Action Settlement Agreement
Docket No. 08-SF-249**

**Appendix B
Sketch of Site**

**Remedial Action Settlement Agreement
Docket No. 08-SF-249**

Appendix C

Aerial Photograph of Site



SOURCE: GUILFORD COUNTY GIS

Yellow Lines Are Property Tax Parcel Lines



500 FT

ERM NC, PC
ERM

SITE VICINITY MAP
FORMER SEABOARD CHEMICAL/RIVERDALE DRIVE LANDFILL SITE
JAMESTOWN, NORTH CAROLINA

FIGURE
1

Remedial Action Settlement Agreement
Docket No. 08-SF-249

Appendix D
Work Parties

Appendix D

**The list of Work Parties
will be determined at a later date.**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT**

In re: Former Seaboard Chemical Corporation Facility Jamestown, North Carolina))))	<i>(Proposed)</i> DE MINIMIS SETTLEMENT ADMINISTRATIVE ORDER ON CONSENT Docket No. 08-SF-249
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I. JURISDICTION

- A. This De Minimis Settlement Administrative Order on Consent (“Settlement Consent Order”) is entered into and issued pursuant to the authority vested in the Secretary of the North Carolina Department of Environment and Natural Resources (“DENR”) pursuant to Article 9 of Chapter 130A of the North Carolina General Statutes, N.C.G.S. § 130A-290, *et seq.* and pursuant to CERCLA, 42 U.S.C. § 9607 and 9613. The Secretary of DENR has delegated the authority to enter into this Settlement Consent Order to the Director of DENR’s Division of Waste Management (“the Division”).
- B. This Settlement Consent Order is entered into by the Division, the City of High Point, Seaboard Group II, the Work Parties and the De Minimis Settlers. The City, Seaboard Group II, the Work Parties and De Minimis Settlers (collectively referred to as “Respondents”) each agree to undertake all actions required of such party by this Settlement Consent Order. Respondents consent to and will not contest the authority of the Division to issue or enter into this Settlement Consent Order or to implement or enforce its terms. The Division and Respondents shall be referred to herein collectively as the “Parties.”
- C. The Parties agree that the actions undertaken in accordance with this Settlement Consent Order do not constitute an admission of liability by the Respondents. The Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Consent Order, the validity of the Statement of Facts and Determinations contained in Sections IV and V herein.
- D. This Agreement constitutes an Administrative Settlement with the State of North Carolina pursuant to Section 113(f)(3)(B) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC § 9613 (f)(3)(B).

II. STATEMENT OF PURPOSE

- A. The Division enters into and issues this Settlement Consent Order to protect the public health, welfare and the environment at the Site and to provide De Minimis Parties a method for addressing their alleged individual liability to the State of North Carolina under Section 107(a) of CERCLA, 42 U.S.C. § 9607 for response costs incurred in connection with the Site, and their alleged liability under the North Carolina Inactive Hazardous Sites Response Act of 1987, Part 3 of Article 9 of Chapter 130A of the North Carolina General Statutes, for assessment and implementation of a remedial action program at the Site, subject to reservations of rights contained herein.
- B. By entering into this Settlement Consent Order the Parties intend to avoid the potential for difficult, prolonged and complicated litigation, and simplify any remaining administrative and judicial enforcement activities concerning the Site by substantially resolving the liability of a large number of potentially responsible parties from further involvement at the Site.
- C. The Parties recognize and agree that this Settlement Consent Order has been negotiated by the Parties in good faith, that implementation of this Settlement Consent Order will expedite the cleanup of the Site, and that this Settlement Consent Order is fair, reasonable and in the public interest.

III. DEFINITIONS

The following definitions apply to terms appearing in this Settlement Consent Order unless otherwise indicated.

- A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, codified at 42 U.S.C. § 9601, *et. seq.*
- B. "City" shall mean the City of High Point, North Carolina, a municipal corporation organized and existing under the laws of the State of North Carolina.
- C. "Declaration and Order" shall mean the Written Declaration Pursuant to the North Carolina Statute 130A-310.3(a) and Order to Develop and Implement a Remedial Action Program Pursuant to North Carolina Statute 130A-310.3(c), Docket No. 08-SF-249, which was issued by the Division to some of the Work Parties and the City.
- D. "De Minimis Party" shall mean a person who has arranged for disposal or treatment or transport for disposal or treatment of no more than 85,000 gallons of hazardous substances at the Facility. A list of eligible De Minimis Parties is attached to this Settlement Consent Order as Appendix A.
- E. "De Minimis Settlor" shall mean an eligible De Minimis Party that makes the applicable De Minimis Buyout Payment(s) pursuant to Section VII hereof and that executes and agrees to be bound by this Settlement Consent Order. A list of De Minimis Settlers shall

be attached to this Settlement Consent Order as Appendix B. After the Effective Date of this Settlement Consent Order, an eligible De Minimis Party may become a De Minimis Settlor under the terms of this Settlement Consent Order only with the consent of the Division, the Group and the City. As a condition of such consent, the Group and the City may, in their sole discretion, require payment by the De Minimis Settlor of a late payment fee in addition to the amount otherwise due under Section VII.

- F. "SCC Facility" or "former Seaboard Chemical Corporation Facility" shall mean the property formerly owned and operated by Seaboard Chemical Corporation at 5899 Riverdale Drive, Jamestown, Guilford County, North Carolina, EPA Identification No. NCD-071-574-164, located adjacent to the former Riverdale Drive Landfill. The SCC Facility is a portion of the "Site" as defined herein.
- G. "Group Agreement" shall mean the Seaboard Group II Joint Defense and Participation Agreement.
- H. "Group Assessment Payments" shall mean those payments due and owing for administrative and remedial action assessments issued by Seaboard Group II pursuant to the Group Agreement ("Group Assessments").
- I. "Hazardous substance" shall be defined as provided in CERCLA §106(14), 42 U.S.C. § 9601(14), and the Inactive Sites Act, N.C. Gen. Stat. 130A-310(2).
- J. "Inactive Sites Act" shall mean the North Carolina Inactive Hazardous Sites Response Act of 1987, Part 3 of Article 9 of Chapter 130A of the North Carolina General Statutes.
- K. "Individual Transaction Summary" shall mean the transaction summary for each individual De Minimis Settlor reflecting the waste disposal transactions attributable to that De Minimis Settlor. The Individual Transaction Summary shall provide a general description of the waste and hazardous substances disposed at the SCC Facility, and for each transaction, state the volume of the waste or hazardous substance disposed. The Individual Transaction Summary shall be attached to the Signature Page executed and returned by each De Minimis Settlor pursuant to this Settlement Consent Order.
- L. "Landfill" shall mean the City of High Point's former Riverdale Drive Landfill, Jamestown, Guilford County, North Carolina, located adjacent to the former Seaboard Chemical Corporation Facility. The landfill is a portion of the "Site" as defined herein.
- M. "National Contingency Plan" shall be defined as provided in CERCLA, §101(31), 42 U.S.C. § 9601(31).
- N. "Person" shall have the meaning provided in CERCLA § 101(21), 42 U.S.C. § 9601(21), and N.C. Gen. Stat. 130A-290(a)(22).
- O. "Remedial Action Settlement Agreement" shall mean the separate Settlement Agreement entered into by the Division, the Work Parties, Seaboard Group II and the City to provide

for the full assessment and remediation of the Site in accordance with the Declaration and Order issued by the Division.

- P. "Response Costs" shall have the meaning provided in CERCLA § 101(25), 42 U.S.C. § 9601(25), and shall include without limitation, the costs incurred in performing a Removal Action, Remedial Investigation/Feasibility Study, Remedial Design and Remedial Action and all costs that have been or may be incurred in developing and performing a remedial action plan under the Inactive Sites Act.
- Q. "Seaboard" or "Seaboard Chemical Corporation" shall mean Seaboard Chemical Corporation; Seaboard Chemical Corporation of Guilford, NC; their principals, officers and directors.
- R. "Seaboard Group I" shall mean the unincorporated association of parties that undertook the Seaboard Group I Removal Action at the Facility.
- S. "Seaboard Group I Removal Action" shall mean the surface removal action and the initial remedial site inspection of the Facility that the Seaboard Group I caused to be conducted.
- T. "Seaboard Group II" or "Group" shall mean the unincorporated association of parties formed to conduct certain further response actions at the Facility pursuant to the Group Agreement.
- U. "Site" shall mean and include the former Seaboard Chemical Corporation Facility and the City of High Point's former Riverdale Drive Landfill, the former City Materials Recovery Facility, and any property that has been or may be acquired for purposes of performing a remedial action program at the Site. The Site also includes the groundwater contamination originating from these source areas. The Site is depicted generally on the sketch attached as Appendix C. An aerial photograph with an overlay of property boundaries is attached as Appendix D.
- V. "Volumetric Summary" shall mean the summary of the total volume in gallons that each De Minimis Party and each Work Party allegedly contributed to the Facility. The Volumetric Summary is attached to this Settlement Consent Order as Appendix E.
- W. "Work Party" shall mean a person who is alleged to be a covered person and/or responsible party at the SCC Facility under Section 107 of CERCLA, 42 U.S.C. § 9607, and/or N.C. Gen. Stat. 130A-310.7 and who has chosen to address its potential liability with respect to the Site under the Remedial Action Settlement Agreement and who executes and agrees to be bound by this Settlement Consent Order. A list of Work Parties is attached to this Settlement Consent Order as Appendix F.

IV. STATEMENT OF FACTS

- A. Seaboard Chemical Corporation operated the former Seaboard Chemical Corporation Facility from approximately 1974 to 1989. Among other operations and activities

performed, Seaboard Chemical Corporation reclaimed spent solvents by distillation and blended high-BTU substances for sale as fuel. From approximately 1974 to 1989, Seaboard Chemical Corporation received, treated, stored and disposed of hazardous substances at the Facility. Current records indicate that more than 18 million gallons of hazardous substances were received from many sources, including the members of the Seaboard Group II.

- B. On or about November 15, 1989, Seaboard Chemical Corporation discontinued operations and filed for bankruptcy. A substantial quantity of hazardous substances remained at the Facility in drums, tanks and other structures.
- C. On or about May 29, 1992, the Department issued an Imminent Hazard Order, pursuant to N.C.G.S. § 130A-303, ordering all responsible parties to abate the hazard at the SCC Facility. At the same time, the Division and the members of Seaboard Group I entered into an Administrative Order on Consent under which the members of Seaboard Group I agreed to undertake, perform and finance the Seaboard Group I Removal Action in accordance with the Work Plan for Surface Removal.
- D. By letter dated February 18, 1993, to the Trustee in Bankruptcy of Seaboard Chemical Corporation, the Division acknowledged completion of the Work Plan for Surface Removal.
- E. The City owns and formerly operated the Landfill which, beginning in 1974 and until October 1993, received solid waste for disposal under DHS Permit No. 41-01. The Landfill is located adjacent to the SCC Facility.
- F. On or about January 4, 1991, the Division issued an Administrative Order to the City requiring it to address groundwater and surface water conditions at and in the vicinity of the Landfill. The City completed specific tasks and thereafter, in October, 1993, discontinued active operations at the Landfill.
- G. In March, 1995, the Division required the City to submit a plan for the next phase of groundwater contamination assessment at the Landfill. The Division encouraged the City to work with the Seaboard Group II to assess the contamination at both the Landfill and the Facility.
- H. Soil sampling at the Site has revealed the presence of volatile organic compounds and semi-volatile organic compounds, including but not limited to acetone, 1,2-dichlorobenzene, 1,1-dichloroethane, 1,2-dichloroethane (total), methylene chloride, 1,1,1-trichloroethane, phenol, and naphthalene, bis-2 ethyl hexyl phthalate, and 1,2,4 trichlorobenzene.
- I. Groundwater sampling at the Site has revealed the presence of volatile organic compounds and semi-volatile organic compounds, including but not limited to acetone, benzene, 1,1-dichloroethane, 1,2-dichloroethane, 1,1-dichloroethane, 1,2-dichloroethane

(total), methylene chloride, 1,1,1 -trichloroethane, phenol, and naphthalene, 1,4 dioxane and other chemical compounds which are hazardous substances.

- J. The Division, Seaboard Group II, and the City entered into Administrative Settlement Orders on Consent whereby Seaboard Group II and the City agreed to perform the Remedial Investigation and Feasibility Study of the Site pursuant to Work Plans approved by the Division.
- K. Further response action is required to address soil and groundwater contamination at and from the Site.
- L. The Division has issued a Declaration and Order, Docket No. 08-SF-249, requiring the implementation of a remedial action program for the Site. The Division, the City, Seaboard Group II and the Work Parties have entered into the Remedial Action Settlement Agreement to provide for the full assessment and remediation of the Site in accordance with the Declaration and Order.
- M. Each De Minimis Settlor arranged for the disposal or treatment or transport for disposal or treatment of hazardous substances at the SCC Facility. Each De Minimis Settlor represents that, to the best of its knowledge and belief, the number of gallons attributed to such party in the Volumetric Summary is correct and accurate and that, to the best of its knowledge and belief, the Volumetric Summary is not inaccurate with respect to any other party. Each De Minimis Settlor further represents that to the best of its knowledge and belief the information set forth in its Individual Transaction Summary, attached to its executed Signature Page, is correct and accurate.
- N. The Respondents estimate that the total response costs incurred and to be incurred at or in connection with the Site will exceed \$33.4 Million.

V. DETERMINATIONS

Based on the Statement of Facts set forth above and on information available and provided to the Division concerning the Site, the Division has determined that:

- A. The former Seaboard Chemical Corporation Facility is a “facility” as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and is an “Inactive hazardous substance or waste disposal site” as that term is defined in N.C. Gen. Stat. 130A-310.
- B. There has been an actual or threatened “release” of a “hazardous substance” from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14), and N.C. Gen. Stat. 130A-310(6) and (2).
- C. Each De Minimis Settlor is a “potentially responsible party” under Section 107 of CERCLA, 42 U.S.C. § 9607, and N.C. Gen. Stat. 130A-310.7.

- D. Each De Minimis Settlor executing this Settlement Consent Order has certified that, to the best of its knowledge and belief, the number of gallons attributed to such party in the Volumetric Summary is correct and accurate and that, to the best of its knowledge and belief, the Volumetric Summary is not inaccurate with respect to any other party. Each such De Minimis Settlor has further certified that to the best of its knowledge and belief, the information set forth in its Individual Transaction Summary, attached to its executed Signature Page, is correct and accurate.
- E. Prompt settlement with De Minimis Parties is practicable and in the public interest.

VI. ORDER

Based upon the administrative record for the Facility and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO and ORDERED:

VII. PAYMENT

- A. No later than the effective date of this Settlement Consent Order each De Minimis Settlor shall make all the applicable De Minimis Buyout Payment(s) in the manner set forth in Subsection B below. To be eligible for settlement, each De Minimis Settlor must make all applicable payments in the manner specified herein.
- B. Each De Minimis Settlor shall make the payment(s) listed below, provided however that payment is not required for any item that has already been paid by that party.
 - (1) Payments for “Phase I and Phase II Reimbursement Costs.”
 - (2) Payment for “Response Costs.”
- C. Payments for “Phase I and Phase II Reimbursement Costs” by De Minimis Settlers shall be as follows:
 - (1) “Phase I Reimbursement Costs” (due only if De Minimis Settlor did not participate in Seaboard Group I):
 - i. administrative assessment \$100.00
 - ii. buyout payment \$.39/gal. for each gallon attributed to the De Minimis Settlor in the Volumetric Summary attached as Appendix D and in the Individual Transaction Summary attached to its executed Signature Page.

- iii. late payment 10% of i + ii above.
 - (2) "Phase II Reimbursement Costs" (due only if De Minimis Settlor is not a member of Seaboard Group II) shall be in an amount equal to the Group Assessment Payments such De Minimis Settlor would have paid to the Group had such Settlor been a member of Seaboard Group II calculated in accordance with the Group Agreement.
 - (3) Phase I and Phase II Reimbursement Costs Payments shall be made by one separate check made payable to the Seaboard Group II, which check shall reference the name and address of the party making payment.
- D. Payment for "Response Costs" by De Minimis Settlers shall be as follows:
- (1) \$1.45/gal. for each gallon attributed to the De Minimis Settlor in the Volumetric Summary attached as Appendix D and in its Individual Transaction Summary attached to its Signature Page, plus a \$200 processing fee.
 - (2) The De Minimis "Response Costs Payment" shall be made by one separate check made payable to the Seaboard Chemical Corp./Riverdale Drive Landfill De Minimis Settlement Trust Fund (the "De Minimis Trust Fund") , which check shall reference the name and address of the party making payment.
- E. Phase I and Phase II "Reimbursement Costs Payments" received by Seaboard Group II shall be used by the Group for Response Costs and for related Group administrative and transaction costs incurred after the entry of this Settlement Consent Order. "Response Costs Payments" shall be used by the Trustees of the De Minimis Trust to pay for Response Costs incurred at or in connection with the Site, and to pay costs of administering the De Minimis Trust, including payment of any taxes due from the Trust.
- F. The Parties recognize and agree that each De Minimis Settlor's payment includes an amount for past Response Costs incurred by the Division, Seaboard Group I and Seaboard Group II at or in connection with the Site, and projected future costs to be incurred by the City, Seaboard Group II and the Work Parties at or in connection with the Site.

VIII. THE TRUST FUND

- A. Seaboard Group II and the City shall establish a trust fund to be known as the Seaboard Chemical Corp./Riverdale Drive Landfill De Minimis Settlement Trust Fund (the "De Minimis Trust Fund") substantially in the form attached as Appendix G hereto and incorporated herein by reference. The Trustees of the De Minimis Trust Fund shall notify the Division, the City, Seaboard Group II and the Work Parties of the names and Contact Address of each Trustee of the De Minimis Trust Fund.

- B. All Response Costs Payments received from De Minimis Settlers pursuant to this Settlement Consent Order shall be deposited into the De Minimis Trust Fund. In accordance with the terms of the De Minimis Trust Fund Agreement, the Trustees shall submit a financial report to the Division, Seaboard Group II, each Work Party and the City on an annual basis, showing the financial condition of the Trust Fund, including without limitation income and expenses of the Trust Fund for the period and cash flow projections that project the level of Response and Trust Fund administrative costs at the Site that are anticipated to be incurred for the succeeding year.
- C. The De Minimis Trust Fund shall be held in an income bearing account. The De Minimis Trust Fund is intended to be treated as a qualified settlement fund as described in Treasury Regulations Section 1.468B-1 or any successor provision thereto. Accordingly, all taxes due and owing on income earned by the De Minimis Trust Fund shall be paid by the Trust Fund.
- D. The principal of the De Minimis Trust Fund, together with any income accrued thereon, shall be distributed for payment of Response Costs and costs of administering the Trust Fund, including the payment of taxes.
- E. If the City, Seaboard Group II and all Work Parties decline, fail or refuse to undertake construction, operation and maintenance of the approved remedial action program for the Site pursuant to the Remedial Action Settlement Agreement, then any funds remaining in the De Minimis Trust Fund shall upon order of the Division Director be paid to the Division in partial payment of Response Costs related to the Site. Payment of funds in the De Minimis Trust Fund to the Division shall not relieve the City, Seaboard Group II, or the Work Parties of their responsibility to comply with the Remedial Action Settlement Agreement and the Declaration and Order, and the Division may take administrative and judicial action against the City and one or more of the Work Parties to compel compliance with the Remedial Action Settlement Agreement and the Declaration and Order irrespective of whether funds have been paid to the Division.

IX. CERTIFICATIONS OF DE MINIMIS SETTLORS

By signing this Settlement Consent Order, each De Minimis Settlor certifies, individually, that:

- A. Prior to the signing of this Settlement Consent Order, it has conducted a reasonable, good faith search for documents, and at the time of signing this Consent Order will provide to the Seaboard Group II Executive Committee all information currently in its possession which relates in any way to the alleged arrangement for treatment or disposal or transport for disposal or treatment of a hazardous substance, pollutant, or contaminant at or in connection with the SCC Facility, but only to the extent such information either has not previously been provided or to the extent such information indicates or establishes that the quantity or nature of such hazardous substance, pollutant or contaminant is greater

than the quantity of such materials, or different than the nature of such materials, attributed to it on the Volumetric Summary attached as Appendix D and on its Individual Transaction Summary attached to its Signature Page hereto, including without limitation any laboratory analyses or other information which establishes the chemical composition of such hazardous substances, pollutants or contaminants; or it has executed the Certification on the signature page of this Settlement Consent Order that no such documents could be found or that no such documents are required to be provided pursuant to the provisions of this section;

- B. It will not alter, mutilate, discard, destroy or otherwise dispose of any records, documents, or other information relating to its potential liability regarding the Facility for a period of at least six (6) years from the Effective Date of this Settlement Consent Order and that prior to destroying any such records it shall offer to make them available to the Trustees of the De Minimis Trust and the Division;
- C. To the best of its knowledge and belief, the number of gallons attributed to such party in the Volumetric Summary is correct and accurate.
- D. To the best of its knowledge and belief, the Volumetric Summary is not inaccurate with respect to any other party.
- E. To the best of its knowledge and belief, information as to the volume and nature of hazardous substances attributed to such party as set forth in its Individual Transaction Summary and attached to its Signature Page to this Settlement Consent Order, is correct and accurate.

X. DE MINIMIS SETTLORS' LIABILITY TO THE STATE

- A. Payments made by the De Minimis Settlor under Section VII of this Settlement Consent Order, which include a partial payment of Response Costs incurred by the Division, shall satisfy each De Minimis Settlor's liability to the State for past Response Costs at the Site under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and the Division agrees not to sue or take other administrative action under CERCLA against the De Minimis Settlor and its directors, officers, employees, successors, indemnitors or assigns with regard to any claim or liability for past Response Costs. Pursuant to Section 114(a) of CERCLA, 42 U.S.C. § 9614(a), the Division agrees to not sue or take other administrative action against any De Minimis Settlor and its directors, officers, employees, successors, indemnitors or assigns with regard to any claim or liability for past Response Costs incurred by the Division under any other State or federal law, including the Inactive Sites Act.
- B. All obligations of a De Minimis Settlor under any prior Administrative Orders on Consent pertaining to the Site entered into by a De Minimis Settlor shall be deemed to be satisfied by performance under this Settlement Consent Order and, as of the effective date of this Settlement Consent Order, shall be of no further force and effect as to such De Minimis Settlor.

- C. In consideration of the payments made by the De Minimis Settlor under Section VII of this Settlement Consent Order for future Response Costs, the relative toxicity and volume of waste contributed by each De Minimis Settlor to the Site, the cooperation and commitment of the City, the Seaboard Group II and the Work Parties to complete all response actions required by the Division at the Site, and the desire of the City, the Seaboard Group II and the Work Parties that the Division release each De Minimis Settlor from further liability for response actions at the Site, and in the exercise of its enforcement discretion, the Division agrees to pursue enforcement, administrative or judicial action against the City and the Work Parties to compel future response actions at the Site, and to seek cost recovery for any and all enforcement costs, interest and oversight costs, which the Division may incur in relation to the Site, from the City and one or more of the Work Parties.
- D. With respect to each De Minimis Settlor individually, the Division's agreement not to pursue the De Minimis Settlor for future response actions and costs is conditioned upon (a) the satisfactory performance by the De Minimis Settlor of all applicable obligations under this Settlement Consent Order; (b) the truthfulness of the certifications in Section IX; (c) the De Minimis Settlor's not having arranged for disposal or treatment or transport for disposal or treatment of more than 85,000 gallons of hazardous substances at the Facility; and (d) at least one Work Party or the City having the financial ability to comply with the Remedial Action Settlement Agreement. The assurances provided in this Section extend only to each De Minimis Settlor and its directors, officers, employees, indemnitors, successors and assigns, and do not extend to any other person.
- E. In addition to the conditions noted in Paragraph D of this Section, the Division reserves all rights to take enforcement, administrative or judicial action against any De Minimis Settlor with respect to the De Minimis Settlor's:
- (1) liability for the failure to comply with the requirements of this Settlement Consent Order;
 - (2) liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Settlement Consent Order;
 - (3) liability under Section 107 of CERCLA, 42 U.S.C. § 9607 for injury to, destruction of, or loss of natural resources resulting from a release at the Site; and
 - (4) criminal liability.

XI. RESPONDENTS' COVENANT NOT TO SUE

- A. "Matters Addressed" shall mean (1) all investigation, removal, response, monitoring and remedial actions, and costs associated with those actions, taken at the Site by any person,

including without limitation all actions taken pursuant to the Remedial Action Settlement Agreement; (2) any claims or demands for injury or damages to person or property solely arising out of or relating to performance of removal, response, oversight and remedial actions at the Site; and (3) all Response Costs. "Matters Addressed" shall not include claims of liability for failure to meet a requirement of this Settlement Consent Order; criminal claims; claims by persons not a party hereto for personal injury, property damage or other economic loss, where such claims do not arise solely out of or relate solely to performance of removal, response and remedial actions at the Site; liability under Section 107 of CERCLA, 42 U.S.C. § 9607 for injury to, destruction of, or loss of natural resources resulting from a release at the Site; or claims arising from any future arrangement for disposal or treatment of additional quantities of hazardous substances at the Site after the effective date of this Settlement Consent Order.

- B. In consideration of the payments received from the De Minimis Settlers under Section VII of this Settlement Consent Order, and except as specifically provided in Section XII (Reservation of Rights), the City, the Work Parties, and Seaboard Group II release each De Minimis Settlor and its directors, officers, employees, indemnitors, successors, and assigns from and covenant not to sue or take any action against any De Minimis Settlor and its directors, officers, employees, indemnitors, successors and assigns with regard to any claims or liabilities pertaining to Matters Addressed including all claims or liabilities that may be asserted or pursued pursuant to Sections 106, 107 or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, or 9613, Section 7003 of RCRA, 42 U.S.C. § 6973 or any State statute or common law relating to Matters Addressed. This release and covenant not to sue shall be of full force and effect and not subject to being "reopened," regardless of the amount of any payments that may ultimately be required of any person, including without limitation, any member of Seaboard Group II, any Work Party or the City, and regardless of the amount of the total Response Costs and Group Assessments.
- C. With respect to each De Minimis Settlor individually, the covenant not to sue provided by the City, the Work Parties and Seaboard Group II is conditioned upon: (a) the satisfactory performance by the De Minimis Settlor of all applicable obligations under this Settlement Consent Order; (b) the truthfulness of the certifications in Section IX; and (c) not having arranged for disposal or treatment or transport for disposal or treatment of more than 85,000 gallons of hazardous substances at the Facility. This covenant not to sue extends only to the De Minimis Settlor and its directors, officers, employees, indemnitors, successors and assigns and does not extend to any other person.
- D. All De Minimis Settlers covenant not to sue and agree not to assert any claims or causes of action against the City, the Work Parties, Seaboard Group II or their contractors, agents, directors, officers, employees, indemnitors, successors and assigns with respect to any of the Matters Addressed, except (i) as a counterclaim or crossclaim asserted in response to a claim brought pursuant to the terms of this Settlement Consent Order, or any claim brought by DENR; or (ii) to the extent that any person not a party to this Settlement Consent Order, including, but not limited to, the United States, brings a judicial or administrative action against a De Minimis Settlor with respect to the Site.

- E. All De Minimis Settlers covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Matters Addressed except as a counterclaim or cross-claim in response to a claim brought pursuant to the terms of this Settlement Consent Order.

XII. RESPONDENTS' RESERVATIONS OF RIGHTS

- A. The covenants not to sue set forth above do not pertain to any matters other than those matters expressly included in the Matters Addressed, as stated in Paragraph A of Section XI of this Settlement Consent Order. This Settlement Consent Order is without prejudice to all rights with respect to all other matters not addressed in that Section, which rights are expressly reserved.
- B. This Settlement Consent Order is without prejudice to the power and right of the City, a Work Party or Seaboard Group II (individually or collectively) to institute judicial proceedings against any De Minimis Settlor respecting the Site if information is discovered which indicates that such party does not qualify as a De Minimis Party. However, if information discovered subsequent to the certification by a De Minimis Settlor pursuant to Section XI of this Settlement Consent Order merely changes the volume of gallons attributed to said De Minimis Settlor in the Transaction Summary but does not make said party ineligible to qualify as a De Minimis Party, then no adjustment shall be made to that De Minimis Party's Buy-out Payment(s) unless a certification made by said Party under Section XI was knowingly false.

XIII. CONTRIBUTION PROTECTION

- A. Nothing in this Settlement Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Consent Order. The Division and the Respondents each reserve any and all rights (including, but not limited to, any right to contribution or cost recovery), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.
- B. The Parties agree that each De Minimis Settlor and its directors, officers, employees, indemnitors, successors and assigns is entitled, upon payment and clearance of the De Minimis Buyout Payment(s), to protection from contribution actions or claims for Matters Addressed in this Settlement Consent Order to the full extent provided by law under Section 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5) and other applicable statutes and common law. Each Respondent reserves the right to bring claims for contribution against other Respondents for matters reserved and any matters not included in Matters Addressed.

XIV. PARTIES BOUND

This Settlement Consent Order shall apply to and be binding upon the Division and each Respondent, and their respective successors and assigns. Each signatory to this Settlement Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Settlement Consent Order and to execute and bind legally the party represented by him or her. The disbanding or reorganization of Seaboard Group II shall in no way alter or limit the responsibility of any other Party under this Agreement.

XV. INTEGRATION/APPENDICES

This Settlement Consent Order and its Appendices constitute the final, complete and exclusive agreement and understanding among all Parties with respect to the De Minimis Settlement Consent Order. The following Appendices are attached to and incorporated into this Settlement Consent Order:

Appendix A is the list of Eligible De Minimis Parties.

Appendix B is the list of De Minimis Settlers.

Appendix C is a sketch of the Site.

Appendix D is an aerial photograph of the Site with an overlay of property boundaries.

Appendix E is the Volumetric Summary.

Appendix F is the list of Work Parties.

Appendix G is the Seaboard Chemical Corp./Riverdale Drive Landfill De Minimis Settlement Trust Fund Agreement.

XVI. NOTICE

Each Party shall identify on its signature page to this Settlement Consent Order the name, email address, mailing address and telephone number of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Settlement Consent Order (the "Contact Address"). Each Party hereby agrees to accept service in that manner and to waive any other service requirements.

Each Party agrees and covenants that any notice given or required to be given under this Settlement Consent Order, and the service of any pleading or paper hereunder, shall be made by

United States mail, First Class postage prepaid, addressed to the "Contact Address" listed on the respective party's signature page to this Settlement Consent Order.

In the event any Party wishes to change its Contact Address for purposes of receiving notice and service of process under this Settlement Consent Order, it shall serve a Notice of Change of Contact Address upon the Division, the City, the Seaboard Group II, and the Trustees of the De Minimis Trust Fund created pursuant to Section X.

By execution of this Settlement Consent Order, each Party hereby waives any requirement for further service of process under this Settlement Consent Order by any means other than as provided in this Section.

XVII. PUBLIC NOTICE AND EFFECTIVE DATE

Prior to execution by the Division, the Division shall have caused notice of this Settlement Consent Order to be submitted for public comment in compliance with the applicable provisions of Part 3 of Article 9 of Chapter 130A of the North Carolina General Statutes, and the Division shall have caused notice of this Settlement Consent Order to be published in the North Carolina Register, thereby soliciting public comment. This Settlement Consent Order shall not become effective until at least 60 days after such publication in the North Carolina Register. If the Division determines that this Settlement Consent Order should be modified in view of public comments, the Division shall cause notice of a modified Settlement Consent Order to be published in the North Carolina Register and thereby solicit further public comment. The modified Settlement Consent Order shall not become effective until at least 60 days after such publication. The Division reserves the right to withdraw or withhold its approval of this Settlement Consent Order or any modified Settlement Consent Order if comments received regarding this Settlement Consent Order or any modified Settlement Consent Order disclose facts or considerations which indicate that this Settlement Consent Order or any modified Settlement Consent Order is inappropriate, improper, or inadequate. The "Effective Date" of this Settlement Consent Order or any modified Settlement Consent Order shall be the date on which it is signed by Dexter R. Matthews.

DIVISION OF WASTE MANAGEMENT

By: _____

Date of Signature: _____ / _____ / _____

Name (Print): _____

Title: _____

“Contact Address” for further service pursuant to Section XVI of this Settlement Consent Order. NOTE: This address and contact person will receive all further service under this Settlement Consent Order.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

CITY OF HIGH POINT

By: _____

Date of Signature _____ / _____ / _____

Name (Print): _____

Title: _____

“Contact Address” for further service pursuant to Section XVI of this Settlement Consent Order. NOTE: This address and contact person will receive all further service under this Settlement Consent Order.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

SEABOARD GROUP II

By: _____
Signature

Title: Chairman, Seaboard Group II Executive Committee
As Authorized by Vote of the Members of the Seaboard Group 11

Date of Signature: _____ / _____ / _____

Name (Print): _____

“Contact Address” for further service pursuant to Section XVI of this Settlement Consent Order. NOTE: This address and contact person will receive all further service under this Settlement Consent Order.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

WORK PARTY

Potentially Responsible Party (PRP) Name: _____

By: _____
Signature

Date of Signature: _____ / _____ / _____

Name (Print): _____

Title: _____

Company/Firm Name: _____
(if different from PRP name)

Address: _____

Phone: _____ Fax No. _____

“Contact Address” for further service pursuant to Section XVI of this Settlement Consent Order. NOTE: This address and contact person will receive all further service under this Settlement Consent Order.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

THE UNDERSIGNED De Minimis Settlor enters into this De Minimis Consent Decree. By executing this Settlement Consent Order, the undersigned De Minimis Settlor certifies that all documents identified pursuant to Section IX hereof are either enclosed, or that they have been previously provided to the Group, or that they are not required to be provided pursuant to the provisions of Section IX, or that after a reasonable, good faith search, no such documents could be found. The undersigned De Minimis Settlor further certifies that to the best of its knowledge and belief the number of gallons attributed to it in the Volumetric Summary is correct and accurate and that the information set forth in its Individual Transaction Summary attached to this Signature Page is correct and accurate.

Potentially Responsible Party (PRP) Name: _____

By: _____
Signature

Date of Signature: ____/____/____

Name (Print): _____

Title: _____

Company/Firm Name: _____
(if different from PRP name)

Address: _____

Phone: _____ Fax No. _____

Member, Seaboard Group II: _____

Member, Seaboard Group I: _____

Taxpayer Identification Number: _____

Check(s) Enclosed: YES _____ NO _____

Documents Enclosed: YES _____ NO _____

“Contact Address” for further service pursuant to Section XVI of this Settlement Consent Order. NOTE: This address and contact person will receive all further service under this Settlement Consent Order.

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

567678v1

**De Minimis Settlement Administrative Order on Consent
Docket No. 08-SF-249**

Appendix A

Eligible De Minimis Parties

Appendix A
Eligible *De Minimis*
Parties

PRP Name	Related Party Volume (Gallons).	Total Volume (Gallons)
A. Smith Bowman Distillery, Inc.		12,848.0
A.B. Carter, Inc.		2,485.0
A.B. Fab, Inc.		1,210.0
A.F. Metals		1,020.6
A.P. Parts Company		6,925.6
A.R. Winarick		715.0
A.R.E., Inc.		110.0
A.T.C.		770.0
Aargus Poly Bag Co., Inc.		495.0
ABB Power Distribution, Inc. - Related Parties		7,444.0
Brown Boveri - Florence, SC	5,794.0	
Brown Boveri - Sanford, FL	1,650.0	
Abbott Laboratories		24,455.0
Able Machining and Electronics		555.0
Accesseron Products, Inc.		3,300.0
Acme United Corp.		3,300.0
Action Datsun		55.0
Adele Knits, Inc.		14,770.0
Adhesionneering, Inc.		85.0
Admiral Home Appliances (Maytag)		3,905.0
Adscom Corp.		55.0
Advance Flex		330.0
Advance Process Supply/Excello Color		2,000.0
Advanced Board Circuits/Adv Quick		12,520.0
Aeroscientific/AF2, Inc.		990.0
Aerotron, Inc.		3,245.0
Agracetus/W.R. Grace - Related Parties		12,298.0
Agracetus, Inc.	85.0	
Letterflex (W.R. Grace Company)	760.0	
W.R. Grace	11,453.0	
Air Marine Sales, Inc.		140.0
Airpax Corp. (NAPCC) - Cambridge, MD		9,075.0
Airport Road Gulf Service		25.0
Albemarle Boats		165.0
Alcatel - Related Parties		21,635.0
Alcatel	13,715.0	
ITT (Telecom) - Raleigh, NC	7,920.0	
Alco Controls		6,710.0
Alcolac, Inc.		55.0
Alford Packaging Corp.		5,060.0
Allegheny International Exercise		4,345.0
Allen Industries		2,860.0
Allen-Morrison, Inc.		18,717.0
Allergy Labs of Ohio		115.0

Allied Signal, Inc. - Related Parties		14,379.0
Baron-Blakeslee - Charlotte, NC	3,595.0	
Bendix Avionics - Ft. Lauderdale, FL	770.0	
Bendix Corp. - Jacksonville, FL	59.0	
Bendix Corp. - Salisbury, NC	2,640.0	
David M. Company	110.0	
Galactic Co.	1,760.0	
Norplex	715.0	
Sinclair & Valentine - IL	4,510.0	
Sinclair & Valentine - WI	220.0	
Allred Chevrolet		165.0
Allwood Turning Corp.		3,520.0
Alma Products Co.		6,350.0
Alpha Metals, Inc.		30,472.0
Altuf Screen Printing Co.		110.0
Alu Mark Corp./Amerimark Bldg. Prod.		31,670.0
Aluma Shield Industries, Inc. - Related Parties		4,315.0
Aluma Shield Industries-Daytona B., FL	2,460.0	
Aluma Shield Industries - Deland, FL	1,855.0	
Ambac International		1,100.0
Amerace Corp. (Microporous Prod.)		5,225.0
American Biogenics		1,485.0
American Colors, Inc.		47,892.0
American Crane Corp., The		7,750.0
American Fasteners, Inc.		2,203.1
American Furniture Co., Inc.		5,775.0
American Graphics Platemaking Corp.		1,745.0
American Offset Printing Ink		110.0
American Sanitary Partition		2,145.0
American Skier Boat Corp.		2,420.0
American Testing Labs, Inc.		110.0
Amoena Corp.		110.0
AMP, Inc. - Related Parties		8,195.0
AMP, Inc. - Clemmons, NC	440.0	
AMP, Inc. - Greensboro, NC	2,365.0	
AMP, Inc. - Winston-Salem	5,390.0	
Amsco Medical		5,693.0
Anchor Hocking Corp. - Related Parties		44,540.0
Anchor Hocking Corp. - Weirton, WV	39,990.0	
Anchor Hocking Packaging - PA	4,550.0	
Andco Ind.		1,055.0
Anilam Electronics Corp.		1,705.0
Antenna Technical Corp.		2,970.0
Antronics		110.0
APF Industries, Inc.		880.0
APL Cross Eastern		220.0
Aplix, Inc.		5,055.0
Appalachian Chemical & Solvents,		17,215.0
Applied Industrial Coatings		55.0
Applied Radiant Energy Corp.		4,140.0
Aptek Williams, Inc (formerly Aptek Microsystems)		8,159.0

Aquair Corp.		6,000.0
Aquatech		705.0
ARA Smith's Transfer Co.		940.0
ARA/Smiths		1,265.0
Armageddon Chemical Co.		13,970.0
Armco, Inc.		2,035.0
Arnold Cellophane		12,320.0
Artlite Sign Co.		170.0
As You Like It., Inc.		150.0
Asian Imporst		605.0
Astro Cleaning & Packaging - Related Parties		37,515.0
Astro Cleaning & Packaging/Astro Pak	6,565.0	
Astropak	30,950.0	
Astro Industries		18,007.2
Atec Aluminum Extrusion, Inc.		4,339.0
Atlanta Film Converting		7,273.0
Atlantic Dry Dock Corp.		220.0
Atlantic Richfield Co. - Related Parties		5,235.0
Arco Chemical Co. -OPA Locka PI	2,760.0	
Arco Metals Extruded Products	2,475.0	
Atlas Chemical Co.		2,530.0
Aus-Ben Mfg.		135.0
Austin Berry Hill Co.		1,870.0
Austin Circuit, Inc.		935.0
Auto Body Mechanical Enterprises		10.0
Auto Body Specialists, Inc.		165.0
Automated Interstate Distrib., Inc.		110.0
Automation Intelligence, Inc.		715.0
Automotive Fasteners		55.0
Avery Dennison - Related Parties		22,150.0
Dennison PSC	12,700.0	
I.P.C. Dennison	9,450.0	
AVM of South Carolina, Inc.		9,450.0
Avondale Mayville Div.		1,210.0
Axton Cross Co.		17,156.0
B & J Furniture		55.0
B.F. Goodrich		11,929.0
B.I. Roofing Systems		330.0
Bach Engineering/(B/E Avionics, Inc.)		165.0
Badger Powhattan/Figgie		18,500.0
Bain Oil		8,692.0
Baker, Knapp & Tubbs - Related Parties		8,265.0
Baker Furniture - Andrews, NC	1,740.0	
Baker Furniture - Mocksville	6,525.0	
Baltimore Sign Co.		165.0
Bammac, Inc.		165.0
Bangor Panta Marine		440.0
Banner Buick		375.0
Baptist Medical Center		55.0
Baramar Aluminum		2,215.0
Baron-Blakeslee-Kerney, NJ		79,780.8

Bauer Lamp Co.		275.0
Bauman Springs, USA, Inc.		220.0
Bausch & Lomb - Related Parties		6,487.2
Bausch & Lomb, Inc./Oakland Plant	1,650.0	
Bausch & Lomb - Sarasota, FL	4,837.2	
Bayliner Marine Corp. - Related Parties		17,765.0
Bayliner Marine Corp. - Live Oak, FL		7,810.0
Bayliner Marine Corp. - New Bern, NC	6,665.0	
Bayliner Marine Corp. - Tallahassee	1,210.0	
Bayliner Marine Corp. - Valdosta, GA	9,890.0	
Bear Archery Co.		5,005.0
Beaufort Laboratory, Nat'l Marine Fish		55.0
Becton Dickinson/Becton Dickinson Vac		12,975.0
Bell Laboratories		495.0
Bellwright Industries		165.0
Bemis Company, Inc. - Related Parties		17,270.0
Bemistaple Division	165.0	
Milprint, Inc.	17,105.0	
Benedict College		110.0
BEPCO, Inc.		19,135.0
Bernardo Aluminum Fabricators, Inc.		660.0
Bernhardt Furniture Co. - Related Parties		13,420.0
Bernhardt (Plant No. 1)	2,145.0	
Bernhardt (Plant No. 2)	2,145.0	
Bernhardt (Plant No. 5)	110.0	
Bernhardt (Plant No. 3)	3,410.0	
Bernhardt (Plant No. 7)	2,420.0	
Bernhardt (Plant No. 4)	3,190.0	
Biscayne Decorative Products		1,760.0
Black & Decker Corp. - Related Parties		13,420.0
Black & Decker - Easton, MA	4,675.0	
Black & Decker - Fayetteville, NC	5,500.0	
Black & Decker - Tarboro, Inc.	1,595.0	
Emhart Corp. - Clardsdale Hardware	1,650.0	
Blast-It-All, Inc.		605.0
BLR		750.0
Blue Bird East		16,940.0
BMC Industries, Inc./Vision Ease - Related Parties		13,640.0
Univis Lens	3,520.0	
Vision-Ease	10,120.0	
Boise Cascade Corp. - Kitchen Cabinet		22,000.0
Bonito Boats, Inc.		110.0
Booth Electrosystems, Inc.		165.0
Bowman Transportation		55.0
Bowmar Instrument Corp.		1,595.0
Boxley Jet-A-Way		55.0
Bradley Screen Print		110.0
Brahma of North Carolina		1,045.0
Braun Cadillac, Inc.		825.0
Brentag Southeast - Related Parties		
Southchem, Inc.	253,214.0	

W.C. Richards Co.	165.0	
Worth	35,421.0	
Worth Chemical	5,465.0	
Worth Chemical Corp - NC	21,930.2	
Briley Co., Inc.		1,485.0
Brin-Mont Chemicals, Inc.		3,155.0
Broussard Chemical Co.		6,388.0
Brown Oldsmobile & Honda		825.0
Bruners Auto Repair		120.0
Brunswick Corp.		3,300.0
Bryson Industrial Services		1,375.0
Bryson's Automotive		20.0
Buccaneer Rope Company		165.0
Bull Oil/Chemtronics		4,565.0
Burlington Industries, Inc. - Related Parties		7,560.0
x B.I. Transportation	1,600.0	
x BMYC/Mayodan Plant	500.0	
Burlington Industries - Greensboro/PFG		5,720.0
Burlington Industries - Kernersville/Highland		10,505.0
x Burlington Industries, Inc./R&D	5,460.0	
Bushnell Electronic		22,165.0
Buss Automation		31,485.0
Byars Antiques		220.0
Byrd Motor Line, Inc.		275.0
C & H Engineering		550.0
C Ran Corp.		220.0
C.W. Wright Construction Co., Inc.		385.0
CACI Federal		935.0
Cairn Studio		1,870.0
Caldwell Industrial Services		495.0
Camper's Body Shop		110.0
Can Corporation of America		30,580.0
Canon Virginia, Inc.		10,375.0
Carborundum (CertainTeed/Norton) - Related Parties	11,110.0	
Carborundum Abrasives Co.		9,625.0
Carlson Color Graphics, Inc.		2,125.0
Carlton Properties, Inc.		330.0
Carochem, Inc.		26,390.0
Carolina Drum, Inc.		63,965.0
Carolina Industrial Chemicals		1,980.0
Carolina Mirror Co.		7,139.0
Carolina Power & Light Co. -Related Parties		69,616.5
Carolina Power & Light - Garner, NC	1,265.0	
Carolina Power & Light - Goldsboro	370.0	
Carolina Power & Light - Hartsville	5,945.0	
Carolina Power & Light - Monocure	5,095.0	
Carolina Power & Light - New Hill	52,657.5	
Carolina Power & Light - Newport, TN	260.0	
Carolina Power & Light - Raleigh, NC	371.0	
Carolina Power & Light - Roxboro, NC	1,728.0	
Carolina Power & Light - Skyland, NC	825.0	

Carolina Power & Light - Wilmington	1,100.0	
Carolina Tables of Hickory		495.0
Carowinds		1,920.0
Carriage Cleaning Systems		55.0
Carter & Crawley		1,100.0
Carter-Ramsey		110.0
Carvel Hall Inc.		330.0
Casa Bique		4,125.0
Cashiers Structural Foam/Consol. Metco		17,380.0
Caswell Motor Co.		135.0
Cavalier Printing Ink Co., Inc.		4,380.0
CD Medical/Dow Chemical - Related Parties		15,535.0
CD Medical, Inc.	10,235.0	
Cordis-Dow	2,860.0	
Dow Chemical, USA Michigan Div.	440.0	
Dow Industrial Serv/Dowell	2,000.0	
Celanese Plastic		7,975.0
Cellu Craft South, Inc.		770.0
Celtite, Inc.		7,810.0
Central Florida Aircraft Refinishing		440.0
Central Press of Miami, Inc.		660.0
Central Transport, Inc.		10,661.0
Centreville Tag a Long Trailer		715.0
Century Furniture Co. - Related Parties		22,270.0
Century Chair Co.	11,270.0	
Century Furniture Co.	9,130.0	
Century Furniture Co. - Habersham Div.	1,650.0	
Century Furniture Co. - Upholstery Div.	220.0	
Certified Industrial Welding, Inc.		165.0
Cesco		110.0
Champion International Corp.		3,950.0
Charlie Falk Auto Wholesalers, Inc.		220.0
Charlottesville Toyota		275.0
Chatham Novelties Co.		1,815.0
Chem-Met Services, Inc.		6,765.0
Chem-Solv - Greensboro		7,230.3
Chem-Solv, Inc. - Roanoke		7,705.0
Chem-Spec		359.0
Chemcentral Corp. - Related Parties		12,470.0
Chemcentral - Atlanta, GA	935.0	
Chemcentral - Jamestown, NC	7,300.0	
Chemcentral - Orlando, FL	4,235.0	
Chemical Conservation Corp.		16,642.5
Chemical Leaman - Related Parties		59,877.0
Chem. Leaman Tank Lines - Charleston	33,770.0	
Chem. Leaman Tank Lines - Chattanooga	170.0	
Chem. Leaman Tank Lines - Courtland	4,365.0	
Chem. Leaman Tank Lines - Fairforest	1,430.0	
Chem. Leaman Tank Lines - Greensboro	14,932.0	
Chem. Leaman Tank Lines - Rosa, OH	55.0	
Chem. Leaman Tank Lines - Wilmington	220.0	

Chemical Leaman	4,935.0	
Chemical Packaging Corp.		26,340.0
Chemray Seaguard		17,136.0
Cherryville		55.0
Chesapeake Finished Metals		4,400.0
Childrens Health Center		120.0
Chrissman's Garage		25.0
Chromcraft Furniture (Liberty)		14,700.0
Ciba Vision Care/Div. Ciba Geigy		2,475.0
Cirtek		110.0
City of Alexandria, VA		1,045.0
City of Hagerstown		165.0
City of Richmond - Related Parties		5,925.0
City of Richmond	2,420.0	
City of Richmond - Auto Maintenance Shop	110.0	
City of Richmond - Public Safety	1,650.0	
City of Richmond - Traffic Engineering	645.0	
City of Richmond - Tree Div.	1,100.0	
Clark Oldsmobile, Inc.		110.0
Classic Motor Carriages, Inc.		1,485.0
Classic Moulders		2,365.0
Clean Harbors/Chemclear of Baltimore - Related Parties		11,121.0
Chemclear of Baltimore (Generator)	1,675.0	
Chemclear of Baltimore, Inc.	9,281.0	
Chemclear - Braintree, MA	0.0	
Metal Good Company	165.0	
Cleora Sterling Corp.		220.0
Cleveland Pneumatic Co.		13,475.0
Cleveland Twist Drill		4,785.0
Clevite Seals Div.		2,750.0
Collins Sign Company, Inc.		220.0
Colour Group, Inc., The		715.0
Columbia Organic Chemical Co.		2,130.0
Combustioneer		490.0
Comforto, Inc.		9,960.0
Commonwealth Film Processing		25,135.0
Commonwealth of Virginia - Related Parties		5,370.0
Buckingham Correctional Center	3,115.0	
John Tyle Community College	55.0	
VA. Dept. Emergency Service	1,375.0	
Virginia Institute of Marine Science	825.0	
Commscope, Inc.		4,510.0
Communications Instruments, Inc.		8,195.0
Compodyne Corporation		25.5
Concept Plastics, Inc.		19,380.0
Cone Mills Corp. - Related Parties		22,923.0
Chemical Chair House	2,145.0	
Conitron	1,540.0	
Olympic Products Co.	13,560.0	
Prelude Co.	5,678.0	
Confederated Specialty Assoc.		220.0

Consolidated Diesel Corp.		5,940.0
Consolidated Freightways		1,210.0
Consolidated Rail Corp. - Related Parties		2,209.0
Consolidated Rail - Altoona, PA	1,203.0	
Consolidated Rail - Holidaysburg, PA	1,006.0	
Consolidated Tape & Label		275.0
Continental Industrial Chemicals		2,805.0
Control Laser Corp.		870.0
Cooper Industries, Inc. - Related Parties		26,058.0
Cooper Air Tools	11,280.0	
Cooper Weller Div.	525.0	
Gardner-Denver Mining Const.	8,658.0	
Lufkin	1,940.0	
RTE Components	1,830.0	
RTE Small Power	825.0	
Wagner Sales/Wagner Brake	1,000.0	
Cooper Leedy Realtors		1,520.0
Corban Armco		1,815.0
Corn Oil		5.0
Corning, Inc. - Related Parties		6,560.3
Corning Glass	6,285.3	
Corning Glass Works - Blackburg, VA	55.0	
Corning Glass Works - Raleigh, NC	110.0	
Corning Glass Works - Wilmington, NC	110.0	
Corson Furniture		660.0
Cortlic Chemical Corp.		6,451.8
Count Quality, Inc.		495.0
County of Seminole Florida		1,375.0
Craddock - Terry Shoe Corp.		5,665.0
Crane - Related Parties		5,975.0
Crane Resistoflex	1,380.0	
Resistoflex	4,595.0	
Creative Engineering		275.0
Crown Central Petroleum		540.0
Crown Cork & Seal Co., Inc. - Related Parties		23,480.0
Continental Can Co. USA	1,100.0	
Crown Cork & Seal Co.	17,380.0	
Citrus Central, Inc.	5,000.0	
Crown Point Envelope		330.0
CSX Transportation, Inc. - Related Parties		63,030.0
CSX Transportation, Inc.	12,705.0	
Seaboard System Railrd. - Jacksonville	6,580.0	
Seaboard System Railrd. - Tampa	880.0	
Seaboard System Railrd. - Waycross, GA	42,865.0	
CTL Engineering		60.0
CTS Corp.- Asheville Div.		110.0
Cuda Products Corp.		330.0
Cues, Inc.		1.5
Cumbias Garage		265.0
Custom Arc Mfg. Inc.		440.0
Cypress Gardens Skis		9,188.1

D & B Products, Inc./Insulation		440.0
D.G. Moldings		29,463.0
Daily News Record		85.0
Dan River Inc. - Related Parties		7,810.0
Dan River Inc. - Danville	1,320.0	
Dan River, Inc. - Floor Covering Div.	6,490.0	
Dana Corp. - Related Parties		1,710.0
Fluid Controls Div. - Sarasota	110.0	
Racine Hydraulics Div. - Sarasota	1,545.0	
Spicer Heavy Axle Div.	55.0	
Darling-Delaware Co., Inc.		2,145.0
Datec, Inc. - Carrboro, NC		330.0
Datec, Inc. - Research Triangle		220.0
Davco Circuits, Inc. - 15th Ave.		275.0
Davco Printed Circuits - S. Andrews		11,605.0
Davidson Exterior Trim		8,470.0
Davis Cabinet Co.		6,050.0
Davis Yachts, Inc.		5,555.0
Day International		6,050.0
Dayco Corporation		19,950.7
Dayton Granger, Inc.		3,265.0
Daytona Auto Fiberglass		220.0
DBA Systems, Inc. - Related Parties		3,411.5
DBA Systems, Inc.	386.5	
ICSD Corp.	3,025.0	
Debien Marking Products		330.0
Delta Laboratories, Inc. - Related Parties		2,805.0
Delta Laboratories - Hialeah	1,265.0	
Delta Laboratories - Ocala, FL	1,540.0	
Deltona Transformer Corp.		2.8
Denaught Machine & Tool Co.		275.0
Department of the Environment		165.0
Design Dimension, Inc.		330.0
Design Engineering/Miami		165.0
Dick's Auto Body		330.0
Dickerson GMC		715.0
Dictaphone Corp.		22,935.0
Diesel Recon		605.0
Display Craft Mfg.		110.0
Diversa-Pak Inc.		12,155.0
Diversified Products Corp. - Wyoming		440.0
Divex		1,705.0
Dixie Boat Works		275.0
DMI Furniture, Inc.		2,355.0
Dominick Motor Co.		330.0
Dominion Place		330.0
Don's Furniture Strip Shop		220.0
Donzi Marine Corp. - Lauderdale		1,045.0
Donzi Marine Corp. - Tellevast, FL		825.0
Douglass Screen Printers, Inc.		220.0

Dow Corning - Related Parties		12,765.5
Dow Corning Corp.	12,155.0	
Dow Corning - Greensboro, NC	610.5	
Draper Corp.		5,404.8
Dresser Industries, Inc. - Related Parties		15,521.0
Dresser Industries - Salisbury, MD	15,356.0	
Dresser Pump Div. - Taneytown,	165.0	
Dryco Co. of Florida		2,090.0
Ducane		36,055.0
Duke Refining Corp.		56,705.0
Duracell, U.S.A. - Related Parties		57,103.0
Duracell USA - Lancaster, SC	495.0	
Duracell USA - Lexington, NC	48,675.0	
Duracell USA - Valdese, NC	7,823.0	
Duracell USA	110.0	
Duro Bag Manufacturing		9,475.0
E-Systems		37,016.0
E-Z Load Boat Trailers, Inc.		270.0
E.A. Engineering Science & Technology		55.0
E.R. Carpenter Co. - Related Parties		48,783.0
E.R. Carpenter Co., Inc.	47,903.0	
Carpenter Insulation	880.0	
E.R. Squibb & Sons/Bristol Myers		16,834.0
E.S.A. Chemical		4,239.0
Eagle Pitcher Industries, Inc.		770.0
East Campus Sunoco		20.0
East Coast		165.0
East Coast Design		55.0
East River Metals		935.0
Eastern Oil		3,974.0
Eastgate Amoco - Chapel Hill, NC		10.0
Eckler Industries, Inc.	1,210.0	
Ecklers Corvette Parts	300.0	
Econo Auto Painting		825.0
Economy Volkswagon		55.0
Egg Harbor Boat Co.		1,650.0
Einco Elkhorn		990.0
Electro-Tec Corp. - Related Parties		18,139.0
Electro-Tec Corp.	3,109.0	
KDI Electro-Tec Corp.	15,030.0	
Elliot, Inc.		330.0
Ellison Co.		1,100.0
Emergency One, Inc.		6,019.4
Encee Chemical Sales		1,386.0
Endeavour Yacht Corp.		5,170.0
Rego Co.		5,860.0
Engineered Finishes, Inc.		3,190.0
Engineering & Manufacturing Service		1,060.0
Engineered Plastics		3,960.0
Enviro-Chem Waste Mgmt. Service		535.0
Environmental Enterprises, Inc.		22,000.0

Environmental Protection Agency		5.0
Environmental Recycling Co.		2,160.0
EPM Corporation		110.0
Equipment Development		165.0
Erie Coating		100.0
Ershigs, Inc.		11,896.0
Escod Industries		330.0
Esgraph, Inc. (Specialty Toner)		10,010.0
Eska Company, The		55.0
Estate of Shell B. Williams		110.0
Ethan Allen - Related Parties		6,742.0
Ethan Allen - Blue Ridge Div.	2,090.0	
Ethan Allen - Morantown, NC	605.0	
Ethan Allen - Pine Valley Div.	2,507.0	
Ethan Allen - Whitney Div., MA	1,540.0	
Ethyl Corp. - Related Parties		11,880.0
Ethyl Corp.	11,275.0	
Tredegar	605.0	
ETRI, Inc.		165.0
Evans Product Company		10,950.0
Eveready Battery Co., Inc. - Related Parties		13,668.0
Eveready Battery Co., Inc.	5,208.0	
Union Carbide - Asheboro, NC	5,600.0	
Union Carbide - Battery Prod. Div., NC	2,860.0	
EVF, Inc.		1,925.0
Excel Manufacturing Co.		8,030.0
Exim Developers, Inc.		275.0
Exxon Mobil Corporation - Related Parties		11,695.0
Exxon Company USA - Crewe, VA	165.0	
Exxon Company USA - Petersburg, VA	110.0	
Exxon Company USA - Roanoke	7,920.0	
Exxon Corp. - Richmond, VA	3,500.0	
F.W. Lombard		715.0
Fab Tech		715.0
Fab-Tech Industries, Inc.		770.0
Faberge U.S.A.		45,326.0
Facet Enterprises		2,265.0
Fairchild Burns Co.		6,423.5
Fairchild Test System		830.0
Fairchild Weston Systems, Inc.		9,215.0
Fame Plastics, Inc.		35,625.0
Farnam Sealing Systems, Inc.		1,155.0
Fawn Plastics - Related Parties		23,225.0
Fawn Plastics Co.	3,245.0	
Fawn Plastics Co., Inc. - Rocky Mount	5,720.0	
Fawn Plastics Co., Inc. - Middlesex	14,260.0	
Federal Nail		31,500.0
Federated-Fry Metals		1,815.0
Femco Mark IV (Gulton Industries)		3,025.0
FiatAllis		55.0
Fire and Police Academy		2,750.0

First Piedmont		2,700.0
Fisher Insley, Inc.		990.0
Flagler Federal Savings		55.0
Floortech, Inc.		2,695.0
Florida Air Parts, Inc.		165.0
Florida DOT		38,880.0
Florida Extrusion, Inc.		495.0
Florida Lamp Plant # 3248		275.0
Florida Petroleum Tank Service		55.0
Florida Production Engineering		41,855.0
Florida Safety Products		3,630.0
Florida Sheet Metal		55.0
Flowline Corporation		2,310.0
Fluid Energy Controls, Inc.		330.0
FMS, Inc.		825.0
Ford, Nevada Ave.		375.0
Foremost		85.6
Forest Hills Exxon		15.0
Forms & Finishes, Inc.		440.0
Foss Foam		110.0
Foundation Land Co.		1,045.0
Fountain Powerboats, Inc.		19,245.0
Four Seasons		39,706.0
Frank Ix and Sons		2,640.0
Frank Wilson Datsun		275.0
Franklin Equipment Co.		8,535.0
Freightliner Corp. - Related Parties		13,775.0
Freightliner Corp.	11,800.0	
Mercedes Benz Truck Co.	1,975.0	
Frontier Chemical Waste Process, Inc.		13,475.0
Fruehauf Corp.		10,505.0
Fuller Manufacturing Co.		935.0
Furniture Works		50.0
G & H Supply Company		1,210.0
Galaxy Boat Mfg. Co.		300.0
Gardner Mirror Corp.		7,345.0
Garfield Construction		110.0
Gates Rubber Co., The		2,420.0
Geiger International		5,665.0
Geltman Corp., The		4,455.0
General Cable Co. - Tampa, FL		16,500.0
General Components		2,750.0
General Fireproofing Co.		1,705.0
General Industries Group		1,870.0
General Motors Corp. - Related Parties		16,435.0
Buick, Olds, Cadillac - Div. GMC	10,910.0	
Electro Motive - Div. GMC	5,525.0	
General Nutrition Corp.		1,925.0
General Plastics Corp.		385.0
Genesis Labs		55.0
George A. Goulston Co.		6,120.0

George Remnick Buick		165.0
GF Business Equipment		77,930.0
Gil Aircraft Painting & Interior		495.0
Gilbert Spruance Co.		8,206.3
Glas-Tec/Riblet Products		5,755.0
Glass Unlimited - High Point, NC		6,210.0
Glastron-Conroy Ltd/Wellcraft Marine - Related Parties		68,569.0
Glastron-Conroy Ltd.	4,125.0	
Wellcraft Marine Corp. - Avon Park	23,298.0	
Wellcraft Marine Corp. - Sarasota, FL	41,146.0	
Glaxo, Inc.		5,200.0
Glenwood Corp.		1,650.0
Globe Mfg., Co.		7,865.0
Gold Coast Paint & Body		1,155.0
Goodyear/Kelly Springfield - Related Parties		17,930.0
Goodyear Tire & Rubber Co.	935.0	
Kelly-Springfield Tire Co.	16,995.0	
Gould, Inc.		550.0
Grady-White Boats, Inc.		8,085.0
Graniteville Company		1,880.0
Graniteville Company	1,380.0	
Granittville Industries	500.0	
Graphic Systems International		440.0
Greenbrier Chrysler - Plymouth		1,365.0
Greenwich Mills Co.		550.0
Grief Broth.		5,665.0
Grimes/F.L. Aerospace - Related Parties		1,725.0
F.L. Aerospace/Grimes Div.	350.0	
Midland Ross F.L. Aerospace	575.0	
Midland Ross/Grimmes Div.	800.0	
Groce Laboratories		1,265.0
Guilford Mills		33,660.0
Gulf & Western Healthcare, Inc.		385.0
Gulfstar, Inc.		10,265.0
H & H Propeller Service, Inc. - Related Parties		810.0
H & H Propeller Service	680.0	
Triad Aviation, Inc.	130.0	
H.B. Fuller Co.		14,625.0
H.S. Fiberglass, Inc.		440.0
Habersham Furniture		5,115.0
Hack Association		1,200.0
Hackworth Associates		9,300.4
Halcyon, Inc.		220.0
Hamilton Beach/Proctor-Silex, Inc. - Related Parties		23,950.0
Hamilton Beach - Clinton, NC	2,420.0	
Hamilton Beach - Washington, NC	4,233.0	
Wear Ever-Proctor Silex	16,637.0	
Proctor Silex, Inc.	660.0	
Hannabass and Rowe, Inc.		110.0
Harold Zimmerman Collection		2,475.0
Harris Corporation - Related Parties		12,870.0

Harris Corp. - Composition Sys.	275.0	
Harris Corp. - Controls	2,750.0	
Harris Corp. - GSSO	8,250.0	
Harris Corp. - Satellite Commun.	1,485.0	
Harris Semiconductor	110.0	
Haskell Chemical Co.		1,045.0
Hayes Chevrolet, Inc.		220.0
Hazardous Waste Transport		880.0
Henry White		330.0
Herb Brown Volvo		55.0
Hercules Incorporated		10,340.0
Heritage Buick		165.0
Herman Miller, Inc.		220.0
Hi Tech Finishing		330.0
Hi-Dust, Inc.		195.0
Hi-Tech Marine		275.0
Hickory Adchem		6.1
Hickory Springs Mfg. Co.		800.0
Hidden Harbor Boat Works, Inc.		605.0
High Point Chair Co.		2,530.0
High-Gloss Coating Co.		3,575.0
HK Research Corp.		43,450.0
Holiday Rambler		825.0
Holtrachem, Inc.		3,324.0
Honeywell, Inc. - Related Parties		16,910.0
Honeywell, Inc. - Clearwater, FL	12,730.0	
Honeywell, Inc. - Tampa, FL	4,180.0	
Hopewell Schools		220.0
Horizon Chemicals, Inc.		3,850.0
Hoyne Industries, Inc.		11,135.0
Hoyt Smith		1,265.0
Huckins Yacht Corp.		1,600.0
Hulls Body Shop, Inc.		110.0
Hurricane 4 Wheel Drive.		55.0
Hydrostream Pipkorn, Ltd.		1,045.0
I-Tech Alabama		275.0
Icepac, Inc.		440.0
Ideal Fastener Corp.		825.0
ILCO Unican Corporation		6,655.0
Ilderton Oil		5,000.0
Imperial Clevite		1,430.0
Imperial Footwear, Inc.		495.0
Imperial Manufacturing		990.0
INA Bearing Co., Inc. - Related Parties		21,955.0
INA Bearing Co. - Cheraw, SC	19,080.0	
INA Bearing Co. - Spartanburg	495.0	
INA Bearing Co. - Fort Hill	2,380.0	
Independent Tank Cleaning		110.0
Industrial Plastics		440.0
Industrial Waste Management		1,960.0
Ingersoll Rand Co. - Related Parties		59,510.0

Ingersoll Rand - Air Center	1,155.0	
Ingersoll Rand - Davidson, NC	29,150.0	
Ingersoll Rand - Mocksville, NC	275.0	
Ingersoll Rand - Roanoke, VA	3,135.0	
Ingersoll Rand - Shippensburg, PA	55.0	
Ingersoll Rand Co.	1,265.0	
Schlage Lock Co.	22,990.0	
Torrington Co. - Rutherfordton	330.0	
Torrington Co. - Shiloh Plant	1,155.0	
Inland Waters		
Inryco, Inc.		390.0
Intelligent Graphic Systems, Inc.		165.0
International Chain		935.0
International Paper (Fed. Paper Board) - Related Parties		27,850.0
Continental Folding Carton	2,255.0	
Continental Forest	9,790.0	
Federal Paper Board Co. - Durham, NC	2,000.0	
Federal Paper Board Co. - Wilmington	13,805.0	
International Reinforced Plastics		990.0
International Resistive Co., Inc.		6,930.0
International Wire		660.0
Interpak Corp.		3,410.0
Interplastics, Inc.		385.0
Interstate Equipment Corp.		55.0
Intex Chem		4,000.0
Intex Products, Inc.		4,002.0
Intratec U.S.A., Inc.		110.0
Invenex Laboratories		110.0
INX International Ink - Related Parties		10,942.0
Acme Printing Ink - GA	550.0	
Acme Printing Ink - NC	9,885.0	
Acme Printing Ink - OH	12.0	
Acme Printing Ink - WI	495.0	
Island Cleaners		165.0
ITD Industries		5,005.0
ITT		7,600.0
ITT (EOPD) - Related Parties		39,107.0
ITT - Knoll Road	4,080.0	
ITT - Plantation Rd.	30,937.0	
ITT DCD	385.0	
ITT - Roanoke	965.0	
ITT Electro Optical	2,740.0	
ITT Grinnell Industrial Piping, Inc.		330.0
J.C. Manufacturing		2,475.0
J.M. Pontiac		220.0
J.R.'s Automotive & Engine Repair		10.0
J.W. Fergusson & Sons, Inc.		40,828.0
Jackson & Bell Printing Co.		330.0
Jalco		100.0
James R. Reed & Associates		55.0
Jarvis Steel		110.0

Jefferson Pilot Corp.		55.0
Jefferson Ward		110.0
Jerochem		5,830.0
Jim Bagely Bailey		5,005.0
Joe's Phillip 66 Station		20.0
John J. Kirlin Contractors		600.0
John's Union 76		20.0
Johns Auto Body		110.0
Jowat Corporation		1,030.0
Joy Food Stores		1,600.0
JRA Industries		220.0
KEL-GLO Corporation		2,420.0
Keller Extrusions of VA., inc.		3,105.0
Keller Industries, Inc.		10,692.0
Keller McKinney Tubing		1,485.0
Kemet Electronics, Inc. - Related Parties		7,040.0
Union Carbide - Greenville, SC	4,235.0	
Union Carbide - Shelby, NC	2,805.0	
Kenyon Home Furnishings		625.0
<i>Key Pharmaceuticals - Miami</i>		11,660.0
Keystone Carbon Co.		3,280.0
Keystone Chemicals		0.0
Keystone General, Inc.		2,805.0
Kincaid Furniture Co.		12,255.0
Kings Dominion		2,750.0
Kings Laboratory		11,190.0
Klingspor Abrasives, Inc.		1,540.0
Koch Refining Co./Koch Pipeline Company		9,240.0
Kohler Company		3,465.0
Kores Nordic (USA) Corporation		5,940.0
Kosh Ophthalmic, Inc.		55.0
KPC Southern Industries		550.0
Kransco Group Companies		55.0
KRI Constructors, Inc.		330.0
L & E Packaging		7,080.0
L-TEC/ESAB Welding Equipment		16,135.0
L. Surani Lithochem		5,243.0
L.E. Lynch Paint & Body Specialists		220.0
L.S. Starrett Co., Inc.		4,275.0
Lackawanna Leather Co.		65,334.4
Lacquer Specialties		35.0
Lacy J. Miller Tool Co.		2,950.0
Lance Awning Corp.		220.0
Landmark Communications, Inc. - Related Parties		43,912.0
Greensboro News & Record/Daily New	29,312.0	
Roanoke Times & World News	11,525.0	
Times World News	330.0	
Times-World Corp.	660.0	
Virginia Pilot, Inc.	770.0	
Virginian Pilot & The Ledger Star	1,315.0	
Lane Construction Corp.		165.0

Laser Photonics, Inc.		550.0
Lasky Company		220.0
Lawrence Oil Co.		6,000.0
LBL Group		550.0
LCP Chemicals-Georgia		715.0
Lee Labs		55.0
Lee Labs Inc.		1,870.0
Leesona Corp.		2,525.0
Leggett & Platt, Inc. - Related Parties		25,025.0
Leggett & Platt, Inc. - High Point	21,945.0	
Leggett & Platt, Inc. - Red Springs	2,200.0	
Leggett & Platt, Inc. - Tupelo, MS	880.0	
Leon Industries, Inc.		1,205.0
Lewis Chemical		4,000.0
Lewis Steel Products		55.0
Liberty Copper & Wire Company		1,430.0
Library of Congress		385.0
Liggett & Myers Tobacco Co. - Related Parties		9,797.0
Leggett Meyers	3,647.0	
Liggett & Myers Tobacco Co.	6,150.0	
Liquidometer Corp.		770.0
Litton Polyscientific - Related Parties		52,571.0
Litton Poly-Scientific	16,774.0	
Poly-Scientific	35,797.0	
Lofton Corp.		7,955.0
Long Manufacturing Inc. - NC		165.0
Loral American Beryllium		2,475.0
Louis West & Son		5,115.0
Lower Shore Enterprises		55.0
Lucas CAV		3,930.0
Luke Bolton Ford/Bolton-Hooley		440.0
Lyles Chevrolet		440.0
Lynchburg Foundry Co.		20,798.0
M & J Solvents Co.		4,000.0
M & P Plating		220.0
M & T Drum		100.0
M-Square, Inc. (Coating Div.) - Riviera		2,200.0
M. Craig Company		330.0
Maaco Auto Painting - Charlotte, NC		825.0
Maaco Auto Painting - High Point, NC		1,155.0
Maaco Auto Painting - Holly Hill, FL		440.0
Maaco Auto Painting - Stuart, FL		440.0
Maaco Auto Painting - W. Palm Beach		2,200.0
Maaco Auto Painting - Boca Raton		275.0
MacGregor Motors, Inc.		55.0
Machine Products Co., Inc.		1,210.0
Machine Specialties		550.0
Mack Moulding		11,819.0
Mack Trucks, Inc.		6,860.0
Macon Machinery Co.		2,555.0
Mader Electric, Inc.		110.0

Mancelona Metal Products		3,520.0
Manning Co., The		825.0
Mannington Wood Floors		5,130.0
Mansfield W.P.C.F.		420.0
Manufacturers Chemical		4,400.0
Marine Chemist Service, Inc.		55.0
Mark Thomas, Inc.		21.0
Marlo Electronics, Inc.		110.0
Marsh Furniture Co.		41,995.0
Martin Marietta Corp. - Related Parties		32,261.5
Martin Marietta (Aero & Naval Grp.)	330.0	
Martin Marietta (Aerospace) - Orlando	25,000.0	
Martin Marietta - Ocala Operations	5,225.0	
Martin Marietta - Unknown Fac.	1,705.0	
Martin Marietta Corp.	1.5	
Martin Processing		12,032.0
Maryland Paper Box Co.		1,485.0
Maryland Ribbon Co.		715.0
Masco Corp. - Related Parties		81,903.0
Lexington Furniture Industries, Inc./Dixie Furniture Co. - Lexington	19,030.0	
Lexington Furniture Industries, Inc./Dixie Furniture Corp. - Linwood	23,375.0	
Lexington Furniture Industries, Inc./Henry Link Corp. - Plant #1	55.0	
Lexington Furniture Industries, Inc./Henry Link Corp. - Plant #2	4,455.0	
Lexington Furniture Industries, Inc./Henry Link Corp. - Plant #3	2,420.0	
Lexington Furniture Industries, Inc./Henry Link Corp. - Plant #4	825.0	
Lexington Furniture Industries, Inc./Merillat Industries	3,740.0	
Lexington Furniture Industries, Inc./Thomas Mfg. Co.	28,003.0	
Mason & Dixon Tank Lines		715.0
Masonite (IP) - Related Parties		8,030.0
Masonite Corp./Masonite - Spring Hope	7,865.0	
Masonite Corp. - St. Charles, IL	165.0	
International Paper/Richmond Gravure, Inc.		3,905.0
International Paper/Raleigh Liquid Packaging		2,750.0
Masterpiece, Inc.		220.0
Masyc Southern Corp.		837.2
Material Distributing & Warehouse		600.0
Material Testing Lab		275.0
Matlab		7,515.0
Matthews International		330.0
Max Groso		110.0
Maxwell Communications/Quebecor Prtg - Related Parties		10,388.0
Maxwell Communic./Quebecor Prtg.	8,088.0	
Maxwell Graphics	2,300.0	
Mayville Metal & Die		825.0
McChem		14,395.0
McDowell International		275.0

McLaughlin Manufacturing Co.		1,155.0
McLean Trucking Co.		1,077.1
Meadows Hydraulics		660.0
Megadyne Corp.		32,450.0
Melamine Chemical		12,953.7
Melville Furniture Co.		1,265.0
Memcor Florida Operations		32,565.0
Mepco/Electra, Inc./Philips Compon.		5,684.0
Merritt Trucking Co.		4,500.0
Metal Container Corp.		8,253.0
Metal Industries, Inc.		5,775.0
Metal Spray Painting		440.0
Metal Tech		825.0
Metro Graphics of Delaware, Inc.		160.0
Metro-Dade P.W.O. Solid Waste		220.0
Mfg. Justin Tanks, Inc.		11,275.0
Miami-Carey Corp.		50.0
Micro Plate, Inc.		330.0
Microfilming Corp. of America		180.5
Microwave Laboratories, Inc.		2,175.0
Midtown Collision, Inc.		330.0
Miller Graphics		550.0
Miller Industries, Inc.		6,990.0
Miller Manufacturing		22,660.0
Miller Press		5,750.0
Miller Trailer, Inc.		605.0
Minco Products, Inc.		770.0
Minnesota Rubber Mason City		55.0
Mister Label, Inc.		220.0
Mize Motors, Inc.		90.0
Mogul (Federal Mogul)		6,215.0
Monsanto - Related Parties		5,434.0
Monsanto Co.- Pensacola	4,620.0	
Monsanto Inc. - Sparansburg	814.0	
Moog, Inc.		275.0
Morris Greenspanb Lamp Mfg. Co.		2,460.0
Morrison's Concrete		275.0
Motorola, Inc. - Related Parties		42,945.0
Motorola, Inc. - Boca Raton	165.0	
Motorola, Inc. - Boynton Beach	4,775.0	
Motorola, Inc. - Ft. Lauderdale	38,005.0	
Motors & Compressors, Inc.		110.0
Murray Oldsmobile		380.0
Murry Chris Craft - Bradenton, FL		21,950.0
Myburge Properties		165.0
Myers Antiques		4,345.0
NN Ball Bearing		7,448.0
Nalco Chemical Co.		4,009.4
National Circuits, Inc.		275.0
National Controls, Inc.		2,805.0
National Dye & Printworks, Inc.		1,430.0

National Graphics		1,355.0
National Safe Corp.		4,280.0
National Twist Drill, Inc.		5,925.0
National Waterlift Co.		64,178.0
Nautical Coatings, Inc.		330.0
Nautilus - Virginia		17,820.0
NC Plastics (Plastics Mfg. Inc.)		11,935.0
NCR Corporation		5,045.0
New Tansey Co.		55.0
Newell Specialty Chemical		35,090.0
News and Courier/Evening Post		7,755.0
Nobles Industries, Inc.		55.0
Norris Industries		3,905.0
North Carolina Face Veneer Co.		165.0
North East Solvents		3,750.0
North State Chemical		19,612.3
Northeast Environmental Serv. Inc.		23,635.0
Northern Telecom		49,382.0
Northside Storage		1,760.0
Nova Chem Corp.		6,000.0
Numa Corp.		55.0
Nytronics Components Group		5,615.0
O'Sullivan Corp.		18,290.0
Oak Ridge Textiles		3,025.0
Ocean Chemical		403.3
Ohio Electric Motors, Inc.		7,645.0
Okabashi (U.S.) Corp.		815.0
Old North Mfg.		7,040.0
Oliver Carr Company (Clark Office Bldg.)		275.0
OMC Outboard Marine - Related Parties		4,620.0
OMC - Burnsville	2,145.0	
OMC - Tradewinds	2,475.0	
Omni Industries		49,167.0
One, Inc.		110.0
Opa-Locha Paint		14,410.0
Optelecom		165.0
Optical Innovation		1,375.0
Ora Corp.		12,000.0
Orange County Public Schools		110.0
Orange Graph./Bartelsmann Print. - Related Partis		11,644.0
Orange Graphics	314.0	
Doubleday & Co., Inc.	11,330.0	
Oravisual Company, Inc.		550.0
Orchard Electronics, Inc.		880.0
Owens Corning/Sterlg Plumb. Hunstvl., AL		3,120.0
Owens-Illinois, Inc. - Related Parties		7,890.0
Owens-Illinois - Hamlet	260.0	
Owens-Illinois - Unknown Facility	4,990.0	
Owens-Illinois - Winston-Salem	2,640.0	
Pacific Scientific Co. - Belfab Div.		2,478.1
Package Products Co.		3,250.0

Page Aluminized Steel Corp.		825.0
Page's Furniture		108.0
Paint & Decorating		55.0
Pall Corp. - Related Parties		6,813.0
Pall Land & Marine	330.0	
Pall Pneumatic Products Corp.	1,595.0	
A.P.M.	55.0	
Aircraft Porous Media, Inc.	4,833.0	
Pan Am World Airways Jamaica		2,365.0
Pantasote		1,295.0
Parker Marine Enterprises, Inc.		330.0
Parker-Hannifin Corp.		3,630.0
Parks-Cramer Co./South Blvd. Prop.		23,836.0
Paul B. Williams		55.0
Pawnee Rotational Molding		275.0
PCA Int., Inc.		1,635.0
PCC Airfoils, Inc. - Related Parties		16,830.0
PCC Airfoils, Inc. - Sanford	1,155.0	
Sherwood Refract/PCC Airfoil - Sanford	1,485.0	
Sherwood Refractories - Cleveland	14,190.0	
Peninsula Electric Motor		110.0
Pepsi Cola - Winston-Salem, NC		220.0
Performance Industries		110.0
Perlick Corp.		610.0
Perry Energy Systems		55.0
Pet Chemicals, Inc.		15,070.0
Peter Cooper Corp.		165.0
Peterson Mfg.		2,685.0
Petrochem Recovery Services, Inc.		8,600.0
Philadelphia Textile Finishers		935.0
Philips Circuit Assembly		110.0
Phillip Weaver Vocational Ctr.		110.0
Phoenix Medical Technology		8,250.0
Photo Electronics Corp.		550.0
Photogene Corp.		1,430.0
Piedmont Airline		8,565.0
Piedmont Airlines - Greensboro, NC		850.0
Piedmont Asssembly - Raleigh, NC		1,770.0
Piedmont Assembly Products, Inc.		3,015.0
Piedmont Converting, Inc.		16,830.0
Piedmont Mfg./Bridgeport-Piedmont		4,090.0
Piedmont Optical Co.		165.0
Pierce Manufacturing Inc.		6,855.0
Pifer Industries		3,135.0
Pillar Corp.		1,245.0
Pilot Rack Co., Inc.		1,200.0
Piper Aircraft Corp. - Lakeland, FL		16,840.0
Piper Aircraft Corp. - Vero Beach, FL		44,563.0
Piper Industries		385.0
Plasma Technics, Inc.		660.0
Plastic Tubes Co.		660.0

Plastronics, Inc.		1,485.0
Pointer Wood Products		2,530.0
Polysar, Inc.		6,253.0
Poma Corp.		220.0
Pouliot Designs Corp.		6,765.0
Power Line Fastening Systems		7,005.0
Power Line Sales		1,045.0
PPC Products Corp.		5,833.0
Pre Finish Metals, Inc.		9,745.0
Precision Chemical		330.0
Precision Controls Corp.		1,500.0
Precision Oldsmobile, Inc.		110.0
Predelivery Services		495.0
Preformed Line Products Co.		17,370.0
Premier Mill Works		110.0
Preway, Inc.		385.0
Prillman Co., The		1,923.0
Primary Oil		2,695.0
Prince Williams Hospital		30.0
Princteton		1,524.7
Printpack		14,905.0
Privateer Mfg. (Boats)		46,045.0
Prodelin Corp. - Related Parties		12,100.0
M/A Com Prodelin-Plastics Molding	2,860.0	
M/A Com PPA	1,485.0	
M/A Com Prodelin	1,595.0	
Prodelin Corp.	6,160.0	
Progress Lighting		10,130.0
Progress Packaging Corp.		175.0
Prospect Str R/R Siding		6,500.0
Quadtex, Inc.		110.0
Quazite Corp.		275.0
Quick Stop		1,523.0
R & R Tank Cleaning		490.0
R.C. Custom Painting		165.0
R.J. Reynolds Tobacco Co.		23,302.0
R.K. Chevrolet		165.0
R.M. Davis Motors		345.0
RAF Company		770.0
Rainbow Surfboards, Inc.		275.0
Rampon Products, Inc.		220.0
Raychem Corp.		4,080.0
Re Trac Corporation		660.0
Recco, Inc./Recco Tape & Label		4,015.0
Reco		4,000.0
Reef Buick, Inc.		3,245.0
Regency Communications, Inc.		935.0
Reggie Denney Auto Repair		105.0
Regtrol/Chesnee - Related Parties		8,515.0
Regtrol - Spindle, NC	440.0	
Watts Regulators/Regtrol, NC	7,800.0	

Watts Regulators/Regtrol, SC	275.0	
Reichhold Chemicals, Inc. - Related Parties		82,076.6
Reichhold Chemicals, Inc. - Dover, DE	2,805.0	
Reichhold Chemicals, Inc. - Eliz, Cit.	77,511.6	
Reichhold Chemicals, Inc. - Jacksonville	1,760.0	
Reid Manufacturing		3.1
Renard Mfg.		220.0
Renuit, Inc.		550.0
Rex 3, Inc.		400.0
Rex Furniture		640.0
Rex of Florida		110.0
Rex Oil		541.6
Rex-Rosenlew International - Related Parties		14,050.0
Poly-Pac	13,775.0	
Rex-Rosenlew - Thomasville, NC	275.0	
Reynolds Metals Co. - Related Parties		67,678.0
Reynolds Metal Co. - Fab. Plant Div.	110.0	
Reynolds Metals Bristol End Plant	40,484.0	
Reynolds Metals Can Machinery Plt.	935.0	
Reynolds Metals Richmond N&S Foil	22,849.0	
Reynolds Metals Tampa Can Plant	3,300.0	
RFD Elliot		8,664.4
RFD Patton		3,685.0
Richmond Lumber Co.		495.0
Riggsbee Tire & Auto		35.0
RJR Technical Co. - Avoca Div.		31,610.0
Robertshaw Controls Co. - Virginia		12,152.5
Robinson Chemical		165.0
Rolane		25.0
Rolls-Royce, Inc.		110.0
Romarco Corp.		65,425.0
Roper Outdoor		1,485.0
Rosie O. Gradys of Orlando, Inc.		165.0
Rossville Velours, Inc.		110.0
Roytype		1,155.0
Rubatex Corp. (Plant #2)		9,550.0
Rubbercrafters of West Virginia		660.0
Russell Burdsall & Ward, Inc.		1,210.0
S & W Specialties		24,306.3
S & W Waste, Inc.		8,085.0
S. Bent Co.		5,390.0
S.C. Johnson & Son, Inc.		7,627.0
Samar Aluminum of NC, Inc.		495.0
Sauer Industrial		606.5
Scarritt Lincoln		55.0
Scotsman Fairfax		275.0
Scott Garten Buick, Inc.		10.0
Scott Paint		5,400.0
Scott Rent All, Inc.		15.0
Scott Smith Oldsmobile, Inc.		385.0
Sea Ray Boats, Inc.		57,210.0

Seaguard Corp.		10,395.0
Secoa Technologies - West Palm Beach		3,960.0
Security Tag Systems, Inc.		55.0
Service Welding & Machine		275.0
Seward Enterprises		825.0
Shallco, Inc.		651.0
Shatterproof Glass		8,745.0
Sherwin-Williams Co., The - Related Parties		30,445.0
Sherwin-Williams Co., The	30,445.0	
Siebe North & Affiliated Co's. - Related Parties		31,563.0
Robertshaw Controls - Knoxville, TN	955.0	
Robertshaw Controls Co.	9,840.0	
Siebe North, Inc. - Charleston	20,768.0	
Siecor Corp. - Related Parties		24,270.0
Siecor Corp. - Socate Plant	55.0	
Siecor Optical/Superior Cable	21,615.0	
Siecor Telephone Cable Plant	2,585.0	
Superior Cable Co.	15.0	
Signo Trading International		4,565.0
Signs, Inc.		220.0
Sika Corp.		9,784.0
Silor Optical of Florida, Inc.		15,620.0
Simmonds Healthcare		1,100.0
Simmons Precision		865.0
Singer Co. - Climate Control - Related Parties		12,515.0
Climate Control	1,265.0	
Singer	550.0	
Singer Company - Climate Control	10,700.0	
Sittee-Tishcer		165.0
Slm Action Sports, Inc.		3,220.0
Smart Pak Industries, Inc.		13,565.0
Smith Services		2,805.0
SmithKline - Related Parties		6,325.0
SmithKline Bio Science Laboratories	330.0	
Adams Veterinary Research Labs	5,995.0	
Smiths Ind. Aerospace & Defense Sys.		5,115.0
Soabar		275.0
Sof-Form		220.0
Solara Designs, Ltd.		1,210.0
Somerville Packaging		15,959.0
Sossner Tap & Tool Corp.		2,485.0
South Bend/Esca Corp.		3,465.0
South East Connectors		85.0
Southeastern Coated Products		10,000.0
Southeastern Fiberglass		220.0
Southeastern Glass Laminates - Parkside		495.0
Southeastern Glass Laminates - Hovis		165.0
Southeastern Glass Laminates - Brook.		2,800.0
Southeastern Glass Laminates - N. Tryon		550.0
Southeastern Machine & Tool Co.		275.0
Southern Devices, Inc.		1,953.0

Southern Furniture Co.		275.0
Southern Gold Citrus Products		335.0
Southern Mechanical		8,580.0
Southern Optical		3,190.0
Southern States (Harmon) Volkswagon		165.0
Southern Systems, Inc.		825.0
Southland Industries, Inc. - Related Parties		5,931.3
Southland Industries, Inc.	1,325.0	
Southland Solvents	4,606.3	
Sparkle Parts, Inc.		9,930.0
Sparta Pipes, Inc.		14,080.0
Sparton Electronics		3,905.0
Spectron, Inc.		69,815.0
Spencer-Kellogg - Baltimore		7,481.0
Spiralkote, Inc./FP Spiralkote		5,500.0
Spox Company, The		550.0
Springbrook Mfg. Co.		6,820.0
Square D Company - Related Parties		40,204.0
Square D Company - Asheville, NC	7,370.0	
Square D Company - Clearwater, FL	2,365.0	
Square D Company - Emmaus, PA	3,834.0	
Square D Company - Knightdale, NC	1,500.0	
Square D Company - Milwaukee, WI	1,100.0	
Square D Company - Monroe, NC	9,985.0	
Square D Company - Pinellas Park, FL	2,420.0	
Square D Company - Raleigh, NC	11,630.0	
Staclean-Diffusex		3,125.0
Stanadyne, Inc./Moen Corp.		5,775.0
Standard Chair Co.		165.0
Standard Forms, Inc.		90.0
Standard Products Co., The		5,645.0
Stanform Printers, Inc.		55.0
Stanchem, Inc.		3,630.0
Stanley Tool Co.		7,150.0
State of North Carolina & Related Parties		9,845.0
N.C. Dept. of Trans. - Material	9,460.0	
N.C. DOT	220.0	
Department of Cultural Resources	165.0	
State of Wisconsin - Related Parties		3,390.0
Badger State Industries	720.0	
Fox Lake Correctional Institution	165.0	
Kettle Moraine Correctional Institute	165.0	
Waupun Correctional (Badger State)	165.0	
Wisconsin Dept. of Transport. - Madison, WI	1,260.0	
Wisconsin Dept. of Transport. - Rhinelander	165.0	
Wisconsin Dept. of Transport. - West Alis	110.0	
Wisconsin Dept. of Justice	5.0	
Wisconsin Dept. of Natural Res.	635.0	
Statesville Chair Co.		1,155.0
Steam Kat Haz Mat, Inc.		13,608.0
Stearns Ford, Inc.		110.0

Steel Master		275.0
Sterling Radiator Div.		39,615.0
Sticker City		605.0
Stone Construction Equipment, Inc.		485.0
Stoneville Furniture		2,145.0
Stowe-Woodward Co. - Related Parties		18,005.0
Stowe-Woodward Co. - Middletown, VA	8,380.0	
Stowe-Woodward Co. - Ontario, Canada	8,965.0	
Stowe-Woodward Co. - Spartanburg, SC	660.0	
Straham Ink & Lacquer Corp.		110.0
Stranberg Engineering Labs		660.0
Stratford Chevrolet		455.0
Strickland Mobil		55.0
Strip Shop		330.0
Stromberg Carlson Corp.		8,070.0
Sturgis Newport Group, Inc.		25.0
Sub-Zero Freezer Co., Inc.		8,315.0
Summit Gear		110.0
Summit Resources		19,294.0
Summit Rubber Co., Inc.		400.0
Sun Labs of Atlanta		15,000.0
Sun West, Inc.		110.0
Sunbeam Corp.		689.0
Sunshine Auto Body, Inc.		220.0
Superior Bowling Supply		55.0
Superior Hone Div. MWA Co.		1,156.5
Superior Metal Finishers, Inc		6,985.0
Superior Printers, Inc.		55.0
Swim Industries		1,100.0
Tamarac National Wildlife Refuge		95.0
Tanzer Yachts, Inc.		935.0
Technical Coating Co.		5,285.0
Tel-Service Co. - Tampa, FL		165.0
Teleflex, Inc. - Related Parties		7,205.0
G & W Klock	550.0	
Klock Co.	5,610.0	
Teleflex Inc.	1,045.0	
Temple Stuart Co.		1,155.0
Tennessee Press, Inc.		1,995.0
Tennessee Tape & Label Corp.		2,640.0
Tension Envelope Corp.		6,433.0
Test Services, Inc.		110.0
Texfi Industries		183.0
Textile Printing Co.		300.0
Textron - Related Parties		67,716.0
Cadillac Gage Company	6,105.0	
Camcar Textron, Inc.	2,750.0	
E-Z-GO Textron	58,036.0	
Fabco Fastening	165.0	
Forest City Tool Co. (Greenlee)	660.0	
Thayer Coggin, Inc.		11,770.0

Thero Chem		4,400.0
Thiele-Engdahl (ICI Americas) - Related Parties		74,791.7
Converts Ink Co.	275.0	
Theile Engdhal	15.3	
Thiele Engdhal, Inc. - Richmond, VA	30,590.0	
Thiele Engdahl, Inc. - Winston-Salem	43,911.4	
TI Industries - Related Parties		84,356.3
Indiana Moulding & Frame	59,826.3	
TI Industries/Indiana Moulding	24,530.0	
Tidewater Gook, Inc.		990.0
Timesavers, Inc.		2,475.0
Tire Sales & Service, Inc.		15.0
Tomkins Industries - Related Parties		3,630.0
Lasco Industries - Elizabeth, PA	2,090.0	
Lasco Industries - S. Boston, VA	660.0	
Philips Ind. Lasco Div./Tompkins-PH	880.0	
Top Quality Finishers, Inc.		825.0
Topkat (D & R Sales, Inc.)		220.0
Total Cleaning Power		660.0
Trailways, Inc.		655.0
Trans Circuits, Inc.		770.0
Transportation Electronics, Inc.		2,365.0
Tri-Tech Electronic		550.0
Triad Terminal - Related Parties		6,050.0
Triad Air Sales	110.0	
Triad Terminal	5,940.0	
Triangle Furniture Stripping		495.0
Triangle Health & Fitness		1,185.0
Triangle Pacific Corp. - Related Parties		10,780.0
Triangle Pacific Plant #1	385.0	
Triangle Pacific Plant #2	5,610.0	
Triangle Pacific Plant #3	935.0	
Field Site, Triangle Pacific & Bush	3,850.0	
Trigon Engineering		15.0
Trim South, Inc.		2,915.0
Trimont Chemical		4,400.0
TRW Motor Div.		4,485.0
TRW-Fujitsu Co.		165.0
Tuff Kote Dinol		220.0
Turf Service		55.0
Tyco International - Related Parties		24,535.0
Atlantic Coast Electronic/Tyco Labs	23,955.0	
Piedmont Circuits	580.0	
Ansul (Settled)		
U.I.D. Switches		165.0
U.S. Tobacco		330.0
Ultravac		275.0
UM & M Valchem Div.		8,650.0
Unifi, Inc. - Related Parties		13,071.8
Federal Spinning Corp.	360.0	
MacField	33.0	

MacField Textiling	9.8	
MacField Texturing Inc. - Burlington	663.0	
MacField Texturing Inc. - Eden, NC	550.0	
MacField Texturing Inc. - Madison	260.0	
MacField Texturing Inc. - Reidsville	3,410.0	
MacField Texturing Inc. - Stoneville	935.0	
MacField Texturing, Inc.	1,046.0	
Unifi, Inc.	5,805.0	
Union Carbide - Related Parties		15,498.0
Union Carbide - Agricultural Products Div.	4,608.0	
Union Carbide - S. Charleston, WV	3,026.0	
Union Carbide	7,864.0	
Unisol Chemical		95.0
Unisys Corp. - Related Parties		12,558.0
Burroughs Corp.	55.0	
Sperry Corp. - Clearwater, FL	5,385.0	
Sperry Corp. - Oldsmar, FL	7,063.0	
Unisys Corp.	55.0	
Hercules, Inc.		65,515.0
United Binding Co.		825.0
United Drum		9,817.6
United Plastics (Gilreath)		19,805.0
United Technologies		3,555.0
United Technologies Automotive - Related Parties		19,470.6
Sheller Globe Corp. - Niles, MI	7,590.0	
Sheller Globe Engineered Polymers	8,030.0	
United Technologies Auto - Ft. Wayn	100.0	
United Technologies Auto. - Niles	890.6	
United Technologies Auto. - Tampa	2,860.0	
United Technologies Diesel Systems		2,146.0
United Tool & Die		55.0
Universal Graphics		55.0
Universal Parts		1.5
Universal Plated Plastics, Inc.		575.0
Universal Polymer		2,365.0
Univ. of Virginia - Environ. Health		110.0
University Optica 1 Prod.		55.0
Unknown Volume or Broker		6,250.0
Unocal Chemical Div./Charlotte		62,645.0
US Sprint		85.0
V.S. Floor Corp.		55.0
Van Waters & Rogers, Inc.		17,165.0
Varco-Pruden Building		15,785.0
Veeder-Root		12,870.0
Ver-Sa-Til Associates		55.0
Vermont American - Related Parties		15,235.3
Vermont American Corp. - Boone Div.	935.0	
Vermont American Corp. - Greenville	10,230.0	
Vermont American Corp. - Lincolnton	55.3	
Vermont American	4,015.0	
Veterans Administration Hospital		110.0

Victor Industries Corp.		6,649.0
Village Strip Shop		76.4
VIP Enterprises, Inc,		605.0
Vipont Botanical Laboratories		550.0
Virginia Chemical		6,000.0
Virginia Dept. of Transportation - Related Parties		24,711.0
Virginia DOT - Richmond	440.0	
Virginia DOT - Richmond	2,130.0	
Virginia DOT - Bristol	2,195.0	
Virginia DOT - Colonial Heights	2,955.0	
Virginia DOT - Culpepper	2,640.0	
Virginia DOT - District Office	2,581.0	
Virginia DOT - Fairfax	385.0	
Virginia DOT - Fredericks.	110.0	
Virginia DOT - Lynchburg	5,445.0	
Virginia DOT - Quail Oak	220.0	
Virginia DOT - Salem	1,045.0	
Virginia DOT - Staunton	2,695.0	
Virginia DOT - Suffolk	1,870.0	
Virginia Truck Equipment		55.0
Virginia Union University		110.0
Vitamaster Industries, Inc.		1,230.0
Vivi Color Graphics, Inc.		3,025.0
Vogue-Albert Martin Co.		8,675.0
Voplex Corp.		440.0
Vulcan Corporation		55.0
W.B. Goode Company, Inc.		330.0
W.C. Paint		550.0
W.F. Mickey Body Company		11,990.0
W.H. Brady Company		1,485.0
W.L. Black & Associates		6,545.0
W.M. Cheek Trucking, Inc.		20.0
Waco, Inc.		1,265.0
Walker Graphics		110.0
Walker Shoe Co.		800.0
Wall Lenk Corp.		1,171.0
Wallace Auto Electric		75.0
Walrond Oil company		5,835.0
Walter Kidde, Inc.		10,930.0
Warlick Paint Co., Inc.		22,953.0
Warren Sherer Columbus Div.		630.0
Waste Conversion, Inc.		29,025.0
Wastex in of New Jersey		110.0
Watercraft of America, Inc.		440.0
Watkins Yachts, Inc.		5,555.0
Waupun Correctional Institution		110.0
Waverly Press		275.0
Weather Wicker of FL., Inc.		3,685.0
Weber U.S.A., Inc.		41,551.0
Wedtech of Michigan		600.0
Wesley Business Forms		2,255.0

Western Electric Co. - Related Parties		16,764.9
Western Electric	4,323.5	
Western Electric - Boston	7,550.0	
Western Electric - Greensboro	305.0	
Western Electric - Winston-Salem	4,586.4	
Western Roto Engravers, Inc.		1,760.0
Westinghouse Electric Corp. - VA - Related Parties		81,017.6
Soil & Material Engineers	220.0	
Westinghouse	18,596.4	
Westinghouse Electric - Charlotte, NC	165.0	
Westinghouse Electric - Greensboro	1,143.0	
Westinghouse Electric - Oldsmark Pla.	880.0	
Westinghouse Electric - Orlando	825.0	
Westinghouse Electric - Pinetop, NC	44,819.2	
Westinghouse Electric - South Boston	12,774.0	
Westinghouse Electric - Vectrol Div.	1,595.0	
Westvaco - Related Parties		41,265.0
Westvaco - Cofer Rd. Richmond	1,350.0	
Westvaco - Jefferson Davis Hwy, Richmond	275.0	
Westvaco - Milk Carton Div.	40.0	
Westvaco Corp. Virginia Folding Box	39,600.0	
Wheeled Coach Corp.		19,522.0
White Chemical Corp.		7,140.0
White Graphic Systems		1,225.0
Whitin Roberts Co.		160.0
Whittaker Corp. - Lenoir		21,001.6
Wikoff Color Corp. - Related Parties		3,520.0
Wikoff Color Corp. - Greensboro, NC	275.0	
Widoff Color Corp. - Shelbyville, KY	880.0	
Wikoff Color Corp. - Stone Mountain	2,365.0	
William Byrd Press		165.0
Williams Group, Inc.		1,155.0
Wilmington Star Newspaper		1,980.0
Wilson & Staples, Inc.		20.0
Wilson Apparel Company		460.0
Windwood, Inc.		95.0
Winko-Matic Signal		990.0
Wire Products Corp.		5,959.9
Wood World		55.0
Wooding's Paint & Auto Body		165.0
Worcester Controls Corp.		4,795.0
Wyeth Lab, Inc.		56,676.0
Xerxes Corp.		12,460.0
Yale Materials Handling		4,840.0
Yeager Ford Sales, Inc.		220.0
Zetabait Co.		440.0
Zoneaire, Inc.		110.0

**De Minimis Settlement Administrative Order on Consent
Docket No. 08-SF-249**

**Appendix B
De Minimis Settlers**

Appendix B

**The list of De Minimis Settlers
will be determined at a later date.**

**De Minimis Settlement Administrative Order on Consent
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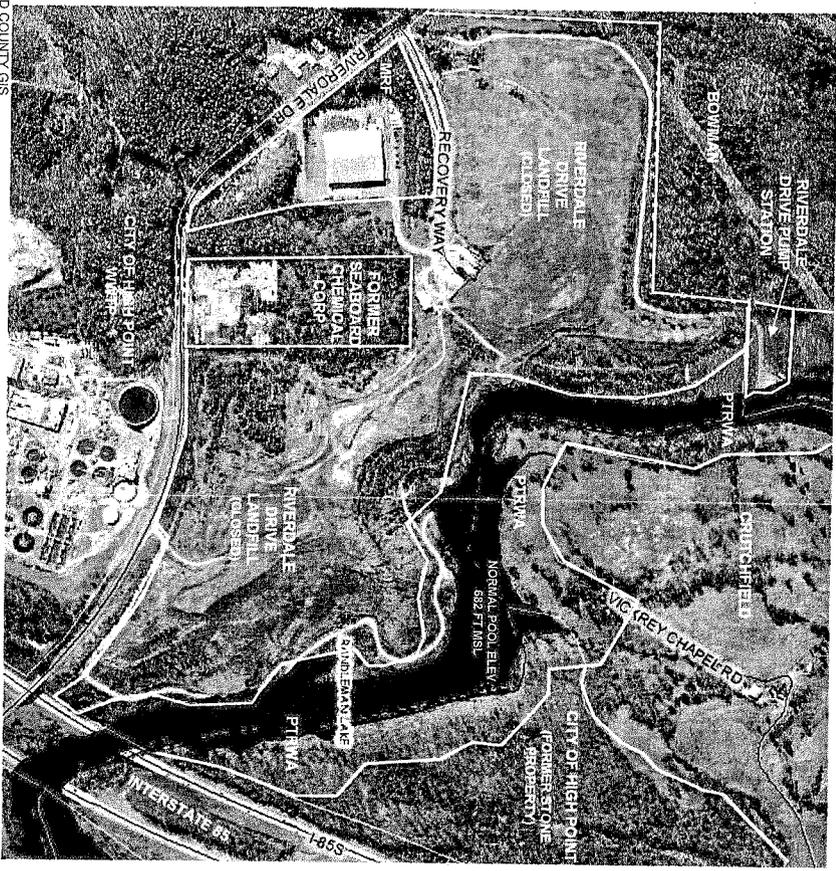
Appendix C

Sketch of Site

**De Minimis Settlement Administrative Order on Consent
Docket No. 08-SF-249**

Appendix D

Aerial Photograph of Site



SOURCE: GUILFORD COUNTY GIS

ERM NC, PC
ERM

SITE VICINITY MAP
FORMER SEABOARD CHEMICAL/RIVERDALE DRIVE LANDFILL SITE
JAMESTOWN, NORTH CAROLINA

FIGURE
1

Yellow Lines Are Property
Tax Parcel Lines



500 FT

**De Minimis Settlement Administrative Order on Consent
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**Appendix E
Volumetric Summary**

Appendix E

Volumetric Summary

PRP Name	Related Party Volume (Gallons)	Total Volume (Gallons)
A. Smith Bowman Distillery, Inc.		12,848.0
A.B. Carter, Inc.		2,485.0
A.B. Fab, Inc.		1,210.0
A.F. Metals		1,020.6
A.P. Parts Company		6,925.6
A.R. Winarick		715.0
A.R.E., Inc.		110.0
A.T.C.		770.0
Aargus Poly Bag Co., Inc.		495.0
ABB Power Distribution, Inc. - Related Parties		7,444.0
Brown Boveri - Florence, SC	5,794.0	
Brown Boveri - Sanford, FL	1,650.0	
Abbott Laboratories		24,455.0
Able Machining and Electronics		555.0
Accesseron Products, Inc.		3,300.0
Acme United Corp.		3,300.0
Action Datsun		55.0
Adele Knits, Inc.		14,770.0
Adhesioneering, Inc.		85.0
Admiral Home Appliances (Maytag)		3,905.0
Adscom Corp.		55.0
Advance Flex		330.0
Advance Process Supply/Excello Color		2,000.0
Advanced Board Circuits/Adv Quick		12,520.0
Aeroscientific/AF2, Inc.		990.0
Aerotron, Inc.		3,245.0
Agracetus/W.R. Grace - Related Parties		12,298.0
Agracetus, Inc.	85.0	
Letterflex (W.R. Grace Company)	760.0	
W.R. Grace	11,453.0	
Air Marine Sales, Inc.		140.0
Airpax Corp. (NAPCC) - Cambridge, MD		9,075.0
Airport Road Gulf Service		25.0
Akzo Coatings, Inc. - Related Parties		129,583.2
Reliance Universal (Akzo Coatings)	7,123.3	

Reliance Universal Inc. - High Point	59,905.0	
Reliance Universal Inc. - Lenoir, NC	3,740.0	
Reliance Universal Inc. - Roanoke, VA	49,335.0	
United Steel Drum	9,479.9	
Albemarle Boats		165.0
Alcatel - Related Parties		21,635.0
Alcatel	13,715.0	
ITT (Telecom) - Raleigh, NC	7,920.0	
Alchem-Tron, Inc.		107,415.0
Alco Controls		6,710.0
Alcolac, Inc.		55.0
Alford Packaging Corp.		5,060.0
Allegheny International Exercise		4,345.0
Allen Industries		2,860.0
Allen-Morrison, Inc.		18,717.0
Allergy Labs of Ohio		115.0
Allied Signal, Inc. - Related Parties		14,379.0
Baron-Blakeslee - Charlotte, NC	3,595.0	
Bendix Avionics - Ft. Lauderdale, FL	770.0	
Bendix Corp. - Jacksonville, FL	59.0	
Bendix Corp. - Salisbury, NC	2,640.0	
David M. Company	110.0	
Galactic Co.	1,760.0	
Norplex	715.0	
Sinclair & Valentine - IL	4,510.0	
Sinclair & Valentine - WI	220.0	
Allred Chevrolet		165.0
Allwood Turning Corp.		3,520.0
Alma Products Co.		6,350.0
Alpha Metals, Inc.		30,472.0
Altuf Screen Printing Co.		110.0
Alu Mark Corp./Amerimark Bldg. Prod.		31,670.0
Aluma Shield Industries, Inc. - Related Parties		4,315.0
Aluma Shield Industries-Daytona B., FL	2,460.0	
Aluma Shield Industries - Deland, FL	1,855.0	
Ambac International		1,100.0
Amerace Corp. (Microporous Prod.)		5,225.0
American Biogenics		1,485.0
American Colors, Inc.		47,892.0
American Crane Corp., The		7,750.0
American Fasteners, Inc.		2,203.1

American Furniture Co., Inc.		5,775.0
American Graphics Platemaking Corp.		1,745.0
American Offset Printing Ink		110.0
American Sanitary Partition		2,145.0
American Skier Boat Corp.		2,420.0
American Testing Labs, Inc.		110.0
American Woodmark Corp.		119,350.0
Amoena Corp.		110.0
AMP, Inc. - Related Parties		8,195.0
AMP, Inc. - Clemmons, NC	440.0	
AMP, Inc. - Greensboro, NC	2,365.0	
AMP, Inc. - Winston-Salem	5,390.0	
Ampex Corp./Ampex Recording		2,230,818.0
Amsco Medical		5,693.0
Anchor Hocking Corp. - Related Parties		44,540.0
Anchor Hocking Corp. - Weirton, WV	39,990.0	
Anchor Hocking Packaging - PA	4,550.0	
Andco Ind.		1,055.0
Anilam Electronics Corp.		1,705.0
Antenna Technical Corp.		2,970.0
Antronics		110.0
APF Industries, Inc.		880.0
APL Cross Eastern		220.0
Aplix, Inc.		5,055.0
Appalachian Chemical & Solvents,		17,215.0
Applied Industrial Coatings		55.0
Applied Radiant Energy Corp.		4,140.0
Aptek Williams, Inc (formerly Aptek Microsystems)		8,159.0
Aquair Corp.		6,000.0
Aquatech		705.0
ARA Smith's Transfer Co.		940.0
ARA/Smiths		1,265.0
Armageddon Chemical Co.		13,970.0
Armco, Inc.		2,035.0
Arnold Cellophane		12,320.0
Artlite Sign Co.		170.0
As You Like It., Inc.		150.0
Ashland Chemical Co. - Reated Parties		203,330.9
Ashland Chem. Co. - Charlotte, NC	13,945.0	
Ashland Chem. Co. - Columbia, SC	1,375.0	
Ashland Chem. Co. - Doraville, GA	3,575.0	

Ashland Chem. Co. - Greensboro, NC	31,355.8	
Ashland Chem. Co. - Greenville	3,355.0	
Ashland Chem. Co. - Miami, FL	15,100.0	
Ashland Chem. Co. - Raleigh, NC	59,512.0	
Ashland Chem. Co. - Roanoke, VA	68,471.0	
Ashland Chem. Co. - Savannah, GA	3,465.0	
Ashland Chem. Co.	3,177.1	
Asian Imporst		605.0
Astro Cleaning & Packaging - Related Parties		37,515.0
Astro Cleaning & Packaging/Astro Pak	6,565.0	
Astropak	30,950.0	
Astro Industries		18,007.2
Atec Aluminum Extrusion, Inc.		4,339.0
Atlanta Film Converting		7,273.0
Atlantic Dry Dock Corp.		220.0
Atlantic Richfield Co. - Related Parties		5,235.0
Arco Chemical Co. -OPA Locka Pl	2,760.0	
Arco Metals Extruded Products	2,475.0	
Atlas Chemical Co.		2,530.0
Aus-Ben Mfg.		135.0
Austin Berry Hill Co.		1,870.0
Austin Circuit, Inc.		935.0
Auto Body Mechanical Enterprises		10.0
Auto Body Specialists, Inc.		165.0
Automated Interstate Distrib., Inc.		110.0
Automation Intelligence, Inc.		715.0
Automotive Fasteners		55.0
Avery Dennison - Related Parties		22,150.0
Dennison PSC	12,700.0	
I.P.C. Dennison	9,450.0	
AVM of South Carolina, Inc.		9,450.0
Avondale Mayville Div.		1,210.0
Aware Environmental		0.0
Axton Cross Co.		17,156.0
B & J Furniture		55.0
B.F. Goodrich		11,929.0
B.I. Roofing Systems		330.0
Bach Engineering/(B/E Avionics, Inc.)		165.0
Badger Powhattan/Figgie		18,500.0
Bain Oil		8,692.0
Baker, Knapp & Tubbs - Related Parties		8,265.0

Baker Furniture - Andrews, NC	1,740.0	
Baker Furniture - Mocksville	6,525.0	
Baltimore Sign Co.		165.0
Bammac, Inc.		165.0
Bangor Panta Marine		440.0
Banner Buick		375.0
Baptist Medical Center		55.0
Baramar Aluminum		2,215.0
Baron-Blakeslee-Kerney, NJ		79,780.8
BASF Corp. - Related Parties		554,658.2
BASF Corp. - Anderson, SC	1,320.0	
BASF Corp. Inmont Div. - Grand Rapids	825.0	
BASF Corp.	225,307.4	
BASF Wyandotte Corp. - Rensselear, NY	171,565.8	
BASF - Coating & Ink/Inmont - Morganton	125,620.0	
Badische Corp.	3,135.0	
Inmont Corporation	26,885.0	
Bauer Lamp Co.		275.0
Bauman Springs, USA, Inc.		220.0
Bausch & Lomb - Related Parties		6,487.2
Bausch & Lomb, Inc./Oakland Plant	1,650.0	
Bausch & Lomb - Sarasota, FL	4,837.2	
Bayliner Marine Corp. - Related Parties		17,765.0
Bayliner Marine Corp. - Live Oak, FL		7,810.0
Bayliner Marine Corp. - New Bern, NC	6,665.0	
Bayliner Marine Corp. - Tallahassee	1,210.0	
Bayliner Marine Corp. - Valdosta, GA	9,890.0	
Bear Archery Co.		5,005.0
Beaufort Laboratory, Nat'l Marine Fish		55.0
Becton Dickinson/Becton Dickinson Vac		12,975.0
Bell Laboratories		495.0
Bellwright Industries		165.0
Bemis Company, Inc. - Related Parties		17,270.0
Bemistaple Division	165.0	
Milprint, Inc.	17,105.0	
Benedict College		110.0
BEPCO, Inc.		19,135.0
Bernardo Aluminum Fabricators, Inc.		660.0
Bernhardt Furniture Co. - Related Parties		13,420.0
Bernhardt (Plant No. 1)	2,145.0	
Bernhardt (Plant No. 2)	2,145.0	

Bernhardt (Plant No. 5)	110.0	
Bernhardt (Plant No. 3)	3,410.0	
Bernhardt (Plant No. 7)	2,420.0	
Bernhardt (Plant No. 4)	3,190.0	
Biddle Sawyer Corp.		88,658.0
Biocraft Laboratories, Inc.		129,545.0
Biscayne Decorative Products		1,760.0
Black & Decker Corp. - Related Parties		13,420.0
Black & Decker - Easton, MA	4,675.0	
Black & Decker - Fayetteville, NC	5,500.0	
Black & Decker - Tarboro, Inc.	1,595.0	
Emhart Corp. - Clardsdale Hardware	1,650.0	
Blast-It-All, Inc.		605.0
BLR		750.0
Blue Bird East		16,940.0
BMC Industries, Inc./Vision Ease - Related Parties		13,640.0
Univis Lens	3,520.0	
Vision-Ease	10,120.0	
Boise Cascade Corp. - Kitchen Cabinet		22,000.0
Bonito Boats, Inc.		110.0
Booth Electrosystems, Inc.		165.0
Bowman Transportation		55.0
Bowmar Instrument Corp.		1,595.0
Boxley Jet-A-Way		55.0
Bradley Screen Print		110.0
Brahma of North Carolina		1,045.0
Braun Cadillac, Inc.		825.0
Brentag Southeast - Related Parties		294,265.0
Southchem, Inc.	253,214.0	
W.C. Richards Co.	165.0	
Worth	35,421.0	
Worth Chemical	5,465.0	
Worth Chemical Corp - NC		21,930.2
Briley Co., Inc.		1,485.0
Brin-Mont Chemicals, Inc.		3,155.0
Broussard Chemical Co.		6,388.0
Brown Oldsmobile & Honda		825.0
Bruners Auto Repair		120.0
Brunswick Corp.		3,300.0
Bryson Industrial Services		1,375.0
Bryson's Automotive		20.0

Buccaneer Rope Company		165.0
Bull Oil/Chemtronics		4,565.0
Burlington Industries, Inc. - Related Parties		7,560.0
B.I. Transportation	1,600.0	
BMYC/Mayodan Plant	500.0	
Burlington Industries, Inc./R&D	5,460.0	
Burlington Industries - Greensboro/PFG		5,720.0
Burlington Industries - Kernersville/Highland		10,505.0
Bushnell Electronic		22,165.0
Buss Automation		31,485.0
Byars Antiques		220.0
Byrd Motor Line, Inc.		275.0
C & H Engineering		550.0
C Ran Corp.		220.0
C.W. Wright Construction Co., Inc.		385.0
CACI Federal		935.0
Cairn Studio		1,870.0
Caldwell Industrial Services		495.0
Caldwell Systems, Inc.		106,365.0
Camper's Body Shop		110.0
Can Corporation of America		30,580.0
Canon Virginia, Inc.		10,375.0
Carborundum (CertainTeed/Norton) - Related Parties	11,110.0	
Carborundum Abrasives Co.		9,625.0
Carlson Color Graphics, Inc.		2,125.0
Carlton Properties, Inc.		330.0
Carochem, Inc.		26,390.0
Carolina Drum, Inc.		63,965.0
Carolina Industrial Chemicals		1,980.0
Carolina Mirror Co.		7,139.0
Carolina Power & Light Co. -Related Parties		69,616.5
Carolina Power & Light - Garner, NC	1,265.0	
Carolina Power & Light - Goldsboro	370.0	
Carolina Power & Light - Hartsville	5,945.0	
Carolina Power & Light - Monocure	5,095.0	
Carolina Power & Light - New Hill	52,657.5	
Carolina Power & Light - Newport, TN	260.0	
Carolina Power & Light - Raleigh, NC	371.0	
Carolina Power & Light - Roxboro, NC	1,728.0	
Carolina Power & Light - Skyland, NC	825.0	
Carolina Power & Light - Wilmington	1,100.0	

Carolina Solvents, Inc. - Related Parties		316,525.0
Carolina Solvents, Inc.	316,140.0	
Timmerman Mfg.		495.0
Carolina Tables of Hickory		1,920.0
Carowinds		55.0
Carriage Cleaning Systems		1,100.0
Carter & Crawley		110.0
Carter-Ramsey		330.0
Carvel Hall Inc.		4,125.0
Casa Bique		17,380.0
Cashiers Structural Foam/Consol. Metco		135.0
Caswell Motor Co.		4,380.0
Cavalier Printing Ink Co., Inc.		15,535.0
CD Medical/Dow Chemical - Related Parties		
CD Medical, Inc.	10,235.0	
Cordis-Dow	2,860.0	
Dow Chemical, USA Michigan Div.	440.0	
Dow Industrial Serv/Dowell	2,000.0	
Celanese Plastic		7,975.0
Cellu Craft South, Inc.		770.0
Celtite, Inc.		7,810.0
Central Florida Aircraft Refinishing		440.0
Central Press of Miami, Inc.		660.0
Central Transport, Inc.		10,661.0
Centreville Tag a Long Trailer		715.0
Century Furniture Co. - Related Parties		22,270.0
Century Chair Co.	11,270.0	
Century Furniture Co.	9,130.0	
Century Furniture Co. - Habersham Div.	1,650.0	
Century Furniture Co. - Upholstery Div.	220.0	
Certified Industrial Welding, Inc.		165.0
Cesco		110.0
Champion International Corp.		3,950.0
Charlie Falk Auto Wholesalers, Inc.		220.0
Charlottesville Toyota		275.0
Chatham Novelties Co.		1,815.0
Chem-Met Services, Inc.		6,765.0
Chem-Solv - Greensboro		7,230.3
Chem-Solv, Inc. - Roanoke		7,705.0
Chem-Spec		359.0
Chemcentral Corp. - Related Parties		12,470.0

Chemcentral - Atlanta, GA	935.0	
Chemcentral - Jamestown, NC	7,300.0	
Chemcentral - Orlando, FL	4,235.0	
Chemical Conservation Corp.		16,642.5
Chemical Leaman - Related Parties		59,877.0
Chem. Leaman Tank Lines - Charleston	33,770.0	
Chem. Leaman Tank Lines - Chattanooga	170.0	
Chem. Leaman Tank Lines - Courtland	4,365.0	
Chem. Leaman Tank Lines - Fairforest	1,430.0	
Chem. Leaman Tank Lines - Greensboro	14,932.0	
Chem. Leaman Tank Lines - Rosa, OH	55.0	
Chem. Leaman Tank Lines - Wilmington	220.0	
Chemical Leaman	4,935.0	
Chemical Packaging Corp.		26,340.0
Chemray Seaguard		17,136.0
Cherryville		55.0
Chesapeake Finished Metals		4,400.0
Childrens Health Center		120.0
Chrissman's Garage		25.0
Chromcraft Furniture (Liberty)		14,700.0
Ciba Vision Care/Div. Ciba Geigy		2,475.0
Cirtek		110.0
City of Alexandria, VA		1,045.0
City of Hagerstown		165.0
City of Richmond - Related Parties		5,925.0
City of Richmond	2,420.0	
City of Richmond - Auto Maintenance Shop	110.0	
City of Richmond - Public Safety	1,650.0	
City of Richmond - Traffic Engineering	645.0	
City of Richmond - Tree Div.	1,100.0	
Clark Oldsmobile, Inc.		110.0
Classic Motor Carriages, Inc.		1,485.0
Classic Moulders		2,365.0
Clean Harbors/Chemclear of Baltimore - Related Parties		11,121.0
Chemclear of Baltimore (Generator)	1,675.0	
Chemclear of Baltimore, Inc.	9,281.0	
Metal Good Company	165.0	
Cleora Sterling Corp.		220.0
Cleveland Pneumatic Co.		13,475.0
Cleveland Twist Drill		4,785.0
Clevite Seals Div.		2,750.0

Collins Sign Company, Inc.		220.0
Colour Group, Inc., The		715.0
Columbia Organic Chemical Co.		2,130.0
Combustioneer		490.0
Comforto, Inc.		9,960.0
Commonwealth Film Processing		25,135.0
Commonwealth of Virginia - Related Parties		5,370.0
Buckingham Correctional Center	3,115.0	
John Tyle Community College	55.0	
VA. Dept. Emergency Service	1,375.0	
Virginia Institute of Marine Science	825.0	
Commscope, Inc.		4,510.0
Communications Instruments, Inc.		8,195.0
Compodyne Corporation		25.5
Concept Plastics, Inc.		19,380.0
Cone Mills Corp. - Related Parties		22,923.0
Chemical Chair House	2,145.0	
Conitron	1,540.0	
Olympic Products Co.	13,560.0	
Prelude Co.	5,678.0	
Confederated Specialty Assoc.		220.0
Conoco Inc - Related Parties		158,284.0
Conoco, Inc.	154,696.0	
Sherex-Conoco	3,588.0	
Consolidated Diesel Corp.		5,940.0
Consolidated Freightways		1,210.0
Consolidated Rail Corp. - Related Parties		2,209.0
Consolidated Rail - Altoona, PA	1,203.0	
Consolidated Rail - Holidaysburg, PA	1,006.0	
Consolidated Tape & Label		275.0
Continental Industrial Chemicals		2,805.0
Control Laser Corp.		870.0
Cooper Industries, Inc. - Related Parties		26,058.0
Cooper Air Tools	11,280.0	
Cooper Weller Div.	525.0	
Gardner-Denver Mining Const.	8,658.0	
Lufkin	1,940.0	
RTE Components	1,830.0	
RTE Small Power	825.0	
Wagner Sales/Wagner Brake	1,000.0	
Cooper Leedy Realtors		1,520.0

Corban Armco		1,815.0
Corn Oil		5.0
Corning, Inc. - Related Parties		6,560.3
Corning Glass	6,285.3	
Corning Glass Works - Blackburg, VA	55.0	
Corning Glass Works - Raleigh, NC	110.0	
Corning Glass Works - Wilmington, NC	110.0	
Corson Furniture		660.0
Cortlic Chemical Corp.		6,451.8
Count Quality, Inc.		495.0
County of Seminole Florida		1,375.0
Craddock - Terry Shoe Corp.		5,665.0
Crane - Related Parties		5,975.0
Crane Resistoflex	1,380.0	
Resistoflex	4,595.0	
Creative Engineering		275.0
Crown Central Petroleum		540.0
Crown Cork & Seal Co., Inc. - Related Parties		23,480.0
Continental Can Co. USA	1,100.0	
Crown Cork & Seal Co.	17,380.0	
Citrus Central, Inc.	5,000.0	
Crown Point Envelope		330.0
CSX Transportation, Inc. - Related Parties		63,030.0
CSX Transportation, Inc.	12,705.0	
Seaboard System Railrd. - Jacksonville	6,580.0	
Seaboard System Railrd. - Tampa	880.0	
Seaboard System Railrd. - Waycross, GA	42,865.0	
CTL Engineering		60.0
CTS Corp.- Asheville Div.		110.0
Cuda Products Corp.		330.0
Cues, Inc.		1.5
Cumbias Garage		265.0
Custom Arc Mfg. Inc.		440.0
Cypress Gardens Skis		9,188.1
D & B Products, Inc./Insulation		440.0
D.G. Moldings		29,463.0
Daily News Record		85.0
Dan River Inc. - Related Parties		7,810.0
Dan River Inc. - Danville	1,320.0	
Dan River, Inc. - Floor Covering Div.	6,490.0	
Dana Corp. - Related Parties		1,710.0

Fluid Controls Div. - Sarasota	110.0	
Racine Hydraulics Div. - Sarasota	1,545.0	
Spicer Heavy Axle Div.	55.0	
Darling-Delaware Co., Inc.		2,145.0
Datec, Inc. - Carrboro, NC		330.0
Datec, Inc. - Research Triangle		220.0
Davco Circuits, Inc. - 15th Ave.		275.0
Davco Printed Circuits - S. Andrews		11,605.0
Davidson Exterior Trim		8,470.0
Davis Cabinet Co.		6,050.0
Davis Yachts, Inc.		5,555.0
Day International		6,050.0
Dayco Corporation		19,950.7
Dayton Granger, Inc.		3,265.0
Daytona Auto Fiberglass		220.0
DBA Systems, Inc. - Related Parties		3,411.5
DBA Systems, Inc.	386.5	
ICSD Corp.	3,025.0	
Debien Marking Products		330.0
Delaware Container Co.		167,578.0
Delta Laboratories, Inc. - Related Parties		2,805.0
Delta Laboratories - Hialeah	1,265.0	
Delta Laboratories - Ocala, FL	1,540.0	
Deltona Transformer Corp.		2.8
Denaught Machine & Tool Co.		275.0
Department of the Environment		165.0
Design Dimension, Inc.		330.0
Design Engineering/Miami		165.0
Desoto, Inc.		111,075.0
Dexter Corp., The - Related Parties		92,235.0
Dexter-Midland Corp.	87,445.0	
Frekote, Inc.	4,790.0	
Dick's Auto Body		330.0
Dickerson GMC		715.0
Dictaphone Corp.		22,935.0
Diesel Recon		605.0
Display Craft Mfg.		110.0
Diversa-Pak Inc.		12,155.0
Diversified Products Corp. - Wyoming		440.0
Divex		1,705.0
Dixie Boat Works		275.0

DMI Furniture, Inc.		2,355.0
Dominick Motor Co.		330.0
Dominion Place		330.0
Don's Furniture Strip Shop		220.0
Donzi Marine Corp. - Lauderdale		1,045.0
Donzi Marine Corp. - Tellevast, FL		825.0
Douglass Screen Printers, Inc.		220.0
Dow Corning - Related Parties		12,765.5
Dow Corning Corp.	12,155.0	
Dow Corning - Greensboro, NC	610.5	
Draper Corp.		5,404.8
Dresser Industries, Inc. - Related Parties		15,521.0
Dresser Industries - Salisbury, MD	15,356.0	
Dresser Pump Div. - Taneytown,	165.0	
Dryco Co. of Florida		2,090.0
Ducane		36,055.0
Duke Refining Corp.		56,705.0
Duracell, U.S.A. - Related Parties		57,103.0
Duracell USA - Lancaster, SC	495.0	
Duracell USA - Lexington, NC	48,675.0	
Duracell USA - Valdese, NC	7,823.0	
Duracell USA	110.0	
Duro Bag Manufacturing		9,475.0
E-Systems		37,016.0
E-Z Load Boat Trailers, Inc.		270.0
E.A. Engineering Science & Technology		55.0
E.R. Carpenter Co. - Related Parties		48,783.0
E.R. Carpenter Co., Inc.	47,903.0	
Carpenter Insulation	880.0	
E.R. Squibb & Sons/Bristol Myers		16,834.0
E.S.A. Chemical		4,239.0
Eagle Pitcher Industries, Inc.		770.0
East Campus Sunoco		20.0
East Coast		165.0
East Coast Design		55.0
East River Metals		935.0
Eastern Oil		3,974.0
Eastgate Amoco - Chapel Hill, NC		10.0
Eckler Industries, Inc.	1,210.0	
Ecklers Corvette Parts	300.0	
Econo Auto Painting		825.0

Economy Volkswagon		55.0
Egg Harbor Boat Co.		1,650.0
Einco Elkhorn		990.0
Electro-Tec Corp. - Related Parties		18,139.0
Electro-Tec Corp.	3,109.0	
KDI Electro-Tec Corp.	15,030.0	
Elliot, Inc.		330.0
Ellison Co.		1,100.0
Emergency One, Inc.		6,019.4
Encee Chemical Sales		1,386.0
Endeavour Yacht Corp.		5,170.0
Engineered Controls Intl/Rego Co.		5,860.0
Engineered Finishes, Inc.		3,190.0
Engineering & Manufacturing Service		1,060.0
Engineered Plastics		3,960.0
Enviro-Chem Waste Mgmt. Service		535.0
Environmental Chemical Associates - Related Parties		391,563.0
ECA - Farmingdale, NJ	179,148.0	
ECA Farmingdale, NJ (Generator)	6,000.0	
ECA - Lincroft, NJ	187,370.0	
ECA, Inc. - Unknown	19,045.0	
Environmental Enterprises, Inc.		22,000.0
Environmental Protection Agency		5.0
Environmental Recycling Co.		2,160.0
EPM Corporation		110.0
Equipment Development		165.0
Erie Coating		100.0
Ershigs, Inc.		11,896.0
Escod Industries		330.0
Esgraph, Inc. (Specialty Toner)		10,010.0
Eska Company, The		55.0
Estate of Shell B. Williams		110.0
Ethan Allen - Related Parties		6,742.0
Ethan Allen - Blue Ridge Div.	2,090.0	
Ethan Allen - Morantown, NC	605.0	
Ethan Allen - Pine Valley Div.	2,507.0	
Ethan Allen - Whitney Div., MA	1,540.0	
Ethyl Corp. - Related Parties		
Ethyl Corp.		11,275.0
Tredegar		605.0
ETRI, Inc.		165.0

Evans Product Company		10,950.0
Eveready Battery Co., Inc. - Related Parties		13,668.0
Eveready Battery Co., Inc.	5,208.0	
Union Carbide - Asheboro, NC	5,600.0	
Union Carbide - Battery Prod. Div., NC	2,860.0	
EVF, Inc.		1,925.0
Excel Manufacturing Co.		8,030.0
Exim Developers, Inc.		275.0
Exxon Mobil Corporation - Related Parties		11,695.0
Exxon Company USA - Crewe, VA	165.0	
Exxon Company USA - Petersburg, VA	110.0	
Exxon Company USA - Roanoke	7,920.0	
Exxon Corp. - Richmond, VA	3,500.0	
Mobil Oil Corp. & Related Parties		474,900.3
Mobil (Joliet)	24,715.0	
Mobil Chemical Co.	172,429.3	
Mobil Corp.	277,756.0	
F.W. Lombard		715.0
Fab Tech		715.0
Fab-Tech Industries, Inc.		770.0
Faberge U.S.A.		45,326.0
Facet Enterprises		2,265.0
Fairchild Burns Co.		6,423.5
Fairchild Test System		830.0
Fairchild Weston Systems, Inc.		9,215.0
Fame Plastics, Inc.		35,625.0
Farnam Sealing Systems, Inc.		1,155.0
Fawn Plastics - Related Parties		23,225.0
Fawn Plastics Co.	3,245.0	
Fawn Plastics Co., Inc. - Rocky Mount	5,720.0	
Fawn Plastics Co., Inc.- Middlesex	14,260.0	
Federal Nail		31,500.0
Federal PRP's - Related Parties		174,661.0
Andrews Air Force Base	1,045.0	
Chanute AFB	605.0	
David Taylor Research Ctr.	10,945.0	
Defense Mapping Agcy. Histogramic Topo	880.0	
Dover AFB	5,527.0	
DPDO - Ellsworth AFB	958.0	
DPDO - Fort Meade, MD	165.0	
DPDO - Grand Forks AFB, ND	462.0	

DPDO - Great Falls, MT	350.0	
DPDO - Grissom AFB	2,640.0	
DPDO - Milwaukee, WI	2,135.0	
DPDO - Minot, ND	3,219.0	
DPDO - Naval Shipyard (VA1170024813)	4,711.0	
DPDO - Naval Shipyard (VA5170000181)	990.0	
DPDO - Naval Training Ctr. - Gr. Lakes	125.0	
DPDO - Norfolk, VA (PWC)	66,827.0	
DPDO - Norfolk, VA (Little Creek)	10,655.0	
DPDO - Scott AFB, IL	2,285.0	
DPDO - Williamsburg, VA	605.0	
DPDO - Wright Patterson AFB, OH	5,113.0	
DRMO - Groton	304.0	
Fort Benjamin Harrison	255.0	
Fort Monroe	440.0	
Harry Diamond Laboratory	85.0	
HQ 928th Tactical Airlift Grp.	1,905.0	
Langley AFB (DOJ)	11,790.0	
Langley AFB (DRMS)	635.0	
McGuire VA Hospital	165.0	
Naval Avionics Ctr.	3,630.0	
Naval Ordnance Station - Indian Head	4,070.0	
Naval Surface Weapons Ctr. - Silver	15.0	
Naval Weapons Ctr. - Charleston	1,700.0	
Public Works Dept (Oceana Naval Air Station)	15,345.0	
Seymour Johnson AFB	5,000.0	
U.S. Air Force 183 Tactical Fighter	110.0	
U.S. Army - Iowa Ammunition Plant	160.0	
U.S. Army Corp of Engineers	495.0	
U.S. Army Garrison - Fort A.P. Hill	125.0	
U.S. Dept of Army - Newport Ammo Pl.	1,485.0	
U.S. Post Office - Columbia, SC	165.0	
U.S. Post Office - Greensboro, NC	55.0	
U.S. Post Office - Raleigh, NC	330.0	
U.S.C.G. Support Center	5,500.0	
U.S.C.G. Support Group - Portsmouth	335.0	
U.S.N.S. LT Air	35.0	
Wurtsmith AFB	285.0	
Federated-Fry Metals		1,815.0
Femco Mark IV (Gulton Industries)		3,025.0
FiatAllis		55.0

Fire and Police Academy		2,750.0
First Piedmont		2,700.0
Fisher Insley, Inc.		990.0
Flagler Federal Savings		55.0
Floortech, Inc.		2,695.0
Florida Air Parts, Inc.		165.0
Florida DOT		38,880.0
Florida Extrusion, Inc.		495.0
Florida Lamp Plant # 3248		275.0
Florida Petroleum Tank Service		55.0
Florida Production Engineering		41,855.0
Florida Safety Products		3,630.0
Florida Sheet Metal		55.0
Flowline Corporation		2,310.0
Fluid Energy Controls, Inc.		330.0
FMS, Inc.		825.0
Ford, Nevada Ave.		375.0
Foremost		85.6
Forest Hills Exxon		15.0
Forms & Finishes, Inc.		440.0
Foss Foam		110.0
Foundation Land Co.		1,045.0
Fountain Powerboats, Inc.		19,245.0
Four Seasons		39,706.0
Frank Ix and Sons		2,640.0
Frank Wilson Datsun		275.0
Franklin Equipment Co.		8,535.0
Freightliner Corp. - Related Parties		13,775.0
Freightliner Corp.	11,800.0	
Mercedes Benz Truck Co.	1,975.0	
Frendolph Corp.		0.0
Frontier Chemical Waste Process, Inc.		13,475.0
Fruehauf Corp.		10,505.0
Fuller Manufacturing Co.		935.0
Furniture Works		50.0
G & H Supply Company		1,210.0
GAF - Related Parties		311,437.8
GAF Building Materials Corp.	10,700.0	
GAF Corp. - Rensselaer, NY	300,737.8	
Galaxy Boat Mfg. Co.		300.0
Gardner Mirror Corp.		7,345.0

Garfield Construction		110.0
Gates Rubber Co., The		2,420.0
Geiger International		5,665.0
Geltman Corp., The		4,455.0
General Cable Co. - Tampa, FL		16,500.0
General Components		2,750.0
General Electric Co. - Related Parties		94,428.2
G.E. Industrial Sales & Serv., Baltimore	385.0	
G.E. Medical Systems - New Berlin	55.0	
G.E. Microelectronics	16,850.0	
General Electric Ceramics	275.0	
General Electric Co.	2,157.2	
General Electric Co. - Columbia, MD	550.0	
General Electric Co. - Daytona Beach	2,395.0	
General Electric Co. - Florence, SC	26,126.0	
General Electric Co. - Goldsboro, NC	150.0	
General Electric Co. - Hickory, NC	12,045.0	
General Electric Co. - Lynchburg, VA	26,180.0	
General Electric Co. - Plymouth, FL	880.0	
General Electric Co. - Roanoke, VA	660.0	
General Electric Co. - Somerset Clas	825.0	
General Electric Co. (Serv. Shop) - ROA	2,475.0	
RCA Corp.	2,420.0	
General Fireproofing Co.		1,705.0
General Industries Group		1,870.0
General Motors Corp. - Related Parties		16,435.0
Buick, Olds, Cadillac - Div. GMC	10,910.0	
Electro Motive - Div. GMC	5,525.0	
General Nutrition Corp.		1,925.0
General Plastics Corp.		385.0
Genesis Labs		55.0
George A. Goulston Co.		6,120.0
George Remnick Buick		165.0
GF Business Equipment		77,930.0
Gil Aircraft Painting & Interior		495.0
Gilbert Spruance Co.		8,206.3
Glas-Tec/Riblet Products		5,755.0
Glass Unlimited - High Point, NC		6,210.0
Glastron-Conroy Ltd/Wellcraft Marine - Related Parties		68,569.0
Glastron-Conroy Ltd.	4,125.0	
Wellcraft Marine Corp. - Avon Park	23,298.0	

Wellcraft Marine Corp. - Sarasota, FL	41,146.0	
Glaxo, Inc.		5,200.0
Glenwood Corp.		1,650.0
Globe Mfg., Co.		7,865.0
Gold Coast Paint & Body		1,155.0
Goodyear/Kelly Springfield - Related Parties		17,930.0
Goodyear Tire & Rubber Co.	935.0	
Kelly-Springfield Tire Co.	16,995.0	
Gould, Inc.		550.0
Grady-White Boats, Inc.		8,085.0
Graniteville Company		1,880.0
Graniteville Company	1,380.0	
Granittville Industries	500.0	
Graphic Systems International		440.0
Greenbrier Chrysler - Plymouth		1,365.0
Greenwich Mills Co.		550.0
Grief Broth.		5,665.0
Grimes/F.L. Aerospace - Related Parties		1,725.0
F.L. Aerospace/Grimes Div.	350.0	
Midland Ross F.L. Aerospace	575.0	
Midland Ross/Grimmes Div.	800.0	
Groce Laboratories		1,265.0
Guilford Mills		33,660.0
Gulf & Western Healthcare, Inc.		385.0
Gulfstar, Inc.		10,265.0
H & H Propeller Service, Inc. - Related Parties		810.0
H & H Propeller Service	680.0	
Triad Aviation, Inc.	130.0	
H.B. Fuller Co.		14,625.0
H.S. Fiberglass, Inc.		440.0
Habersham Furniture		5,115.0
Hack Association		1,200.0
Hackworth Associates		9,300.4
Halcyon, Inc.		220.0
Hamilton Beach/Proctor-Silex, Inc. - Related Parties		23,950.0
Hamilton Beach - Clinton, NC	2,420.0	
Hamilton Beach - Washington, NC	4,233.0	
Wear Ever-Proctor Silex	16,637.0	
Proctor Silex, Inc.	660.0	
Hannabass and Rowe, Inc.		110.0
Harmon Automotive, Inc.		0.0

Harold Zimmerman Collection		2,475.0
Harris Corporation - Related Parties		12,870.0
Harris Corp. - Composition Sys.	275.0	
Harris Corp. - Controls	2,750.0	
Harris Corp. - GSSO	8,250.0	
Harris Corp. - Satellite Commun.	1,485.0	
Harris Semiconductor	110.0	
Haskell Chemical Co.		1,045.0
Hayes Chevrolet, Inc.		220.0
Hazardous Waste Transport		880.0
Henry White		330.0
Herb Brown Volvo		55.0
Hercules Incorporated		10,340.0
Heritage Buick		165.0
Herman Miller, Inc.		220.0
Hi Tech Finishing		330.0
Hi-Dust, Inc.		195.0
Hi-Tech Marine		275.0
Hickory Adchem		6.1
Hickory Springs Mfg. Co.		800.0
Hidden Harbor Boat Works, Inc.		605.0
High Point Chair Co.		2,530.0
High-Gloss Coating Co.		3,575.0
HK Research Corp.		43,450.0
Holiday Rambler		825.0
Holtrachem, Inc.		3,324.0
Honeywell, Inc. - Related Parties		16,910.0
Honeywell, Inc. - Clearwater, FL	12,730.0	
Honeywell, Inc.- Tampa, FL	4,180.0	
Hopewell Schools		220.0
Horizon Chemicals, Inc.		3,850.0
Hoyne Industries, Inc.		11,135.0
Hoyt Smith		1,265.0
Huckins Yacht Corp.		1,600.0
Hulls Body Shop, Inc.		110.0
Huntsman Chemical Corp.		394,579.8
Hurricane 4 Wheel Drive.		55.0
Hydrostream Pipkorn, Ltd.		1,045.0
I-Tech Alabama		275.0
Icepac, Inc.		440.0
Ideal Fastener Corp.		825.0

ILCO Unican Corporation		6,655.0
Ilderton Oil		5,000.0
Imperial Clevite		1,430.0
Imperial Footwear, Inc.		495.0
Imperial Manufacturing		990.0
INA Bearing Co., Inc. - Related Parties		21,955.0
INA Bearing Co. - Cheraw, SC	19,080.0	
INA Bearing Co. - Spartanburg	495.0	
INA Bearing Co. - Fort Hill	2,380.0	
Independent Tank Cleaning		110.0
Industrial Plastics		440.0
Industrial Waste Management		1,960.0
Ingersoll Rand Co. - Related Parties		59,510.0
Ingersoll Rand - Air Center	1,155.0	
Ingersoll Rand - Davidson, NC	29,150.0	
Ingersoll Rand - Mocksville, NC	275.0	
Ingersoll Rand - Roanoke, VA	3,135.0	
Ingersoll Rand - Shippensburg, PA	55.0	
Ingersoll Rand Co.	1,265.0	
Schlage Lock Co.	22,990.0	
Torrington Co. - Rutherfordton	330.0	
Torrington Co. - Shiloh Plant	1,155.0	
Inland Waters		
Inryco, Inc.		390.0
Intelligent Graphic Systems, Inc.		165.0
International Chain		935.0
International Paper (Fed. Paper Board) - Related Parties		27,850.0
Continental Folding Carton	2,255.0	
Continental Forest	9,790.0	
Federal Paper Board Co. - Durham, NC	2,000.0	
Federal Paper Board Co. - Wilmington	13,805.0	
International Reinforced Plastics		990.0
International Resistive Co., Inc.		6,930.0
International Wire		660.0
Interpak Corp.		3,410.0
Interplastics, Inc.		385.0
Interstate Equipment Corp.		55.0
Intex Chem		4,000.0
Intex Products, Inc.		4,002.0
Intratec U.S.A., Inc.		110.0
Invenex Laboratories		110.0

INX International Ink - Related Parties		10,942.0
Acme Printing Ink - GA	550.0	
Acme Printing Ink - NC	9,885.0	
Acme Printing Ink - OH	12.0	
Acme Printing Ink - WI	495.0	
Island Cleaners		165.0
ITD Industries		5,005.0
IT		
T		7,600.0
ITT (EOPD) - Related Parties		39,107.0
ITT - Knoll Road	4,080.0	
ITT - Plantation Rd.	30,937.0	
ITT DCD	385.0	
ITT - Roanoke	965.0	
ITT Electro Optical	2,740.0	
ITT Grinnell Industrial Piping, Inc.		330.0
J.C. Manufacturing		2,475.0
J.M. Pontiac		220.0
J.R.'s Automotive & Engine Repair		10.0
J.W. Fergusson & Sons, Inc.		40,828.0
Jackson & Bell Printing Co.		330.0
Jalco		100.0
James R. Reed & Associates		55.0
Jarvis Steel		110.0
Jefferson Pilot Corp.		55.0
Jefferson Ward		110.0
Jerochem		5,830.0
Jim Bagely Bailey		5,005.0
Joe's Phillip 66 Station		20.0
John J. Kirlin Contractors		600.0
John's Union 76		20.0
Johns Auto Body		110.0
Jowat Corporation		1,030.0
Joy Food Stores		1,600.0
JRA Industries		220.0
KEL-GLO Corporation		2,420.0
Keller Extrusions of VA., inc.		3,105.0
Keller Industries, Inc.		10,692.0
Keller McKinney Tubing		1,485.0
Kemet Electronics, Inc. - Related Parties		7,040.0
Union Carbide - Greenville, SC	4,235.0	
Union Carbide - Shelby, NC	2,805.0	

Kenyon Home Furnishings		625.0
<i>Key Pharmaceuticals - Miami</i>		11,660.0
Keystone Carbon Co.		3,280.0
Keystone General, Inc.		2,805.0
Kincaid Furniture Co.		12,255.0
Kings Dominion		2,750.0
Kings Laboratory		11,190.0
Klingspor Abrasives, Inc.		1,540.0
Koch Refining Co./Koch Pipeline Company		9,240.0
Kohler Company		3,465.0
Kores Nordic (USA) Corporation		5,940.0
Kosh Ophthalmic, Inc.		55.0
KPC Southern Industries		550.0
Kransco Group Companies		55.0
KRI Constructors, Inc.		330.0
L & E Packaging		7,080.0
L-TEC/ESAB Welding Equipment		16,135.0
L. Surani Lithochem		5,243.0
L.E. Lynch Paint & Body Specialists		220.0
L.S. Starrett Co., Inc.		4,275.0
Lackawanna Leather Co.		65,334.4
Lacquer Specialties		35.0
Lacy J. Miller Tool Co.		2,950.0
Lance Awning Corp.		220.0
Landmark Communications, Inc. - Related Parties		43,912.0
Greensboro News & Record/Daily New	29,312.0	
Roanoke Times & World News	11,525.0	
Times World News	330.0	
Times-World Corp.	660.0	
Virginia Pilot, Inc.	770.0	
Virginian Pilot & The Ledger Star	1,315.0	
Lane Construction Corp.		165.0
Laser Photonics, Inc.		550.0
Lasky Company		220.0
Lawrence Oil Co.		6,000.0
LBL Group		550.0
LCP Chemicals-Georgia		715.0
Lee Labs		55.0
Lee Labs Inc.		1,870.0
Leesona Corp.		2,525.0
Leggett & Platt, Inc. - Related Parties		25,025.0

Leggett & Platt, Inc. - High Point	21,945.0	
Leggett & Platt, Inc. - Red Springs	2,200.0	
Leggett & Platt, Inc. - Tupelo, MS	880.0	
Leon Industries, Inc.		1,205.0
Lewis Chemical		4,000.0
Lewis Steel Products		55.0
Liberty Copper & Wire Company		1,430.0
Library of Congress		385.0
Liggett & Myers Tobacco Co. - Related Parties		9,797.0
Leggett Meyers	3,647.0	
Liggett & Myers Tobacco Co.	6,150.0	
Liquidometer Corp.		770.0
Litton Polyscientific - Related Parties		52,571.0
Litton Poly-Scientific	16,774.0	
Poly-Scientific	35,797.0	
Lofton Corp.		7,955.0
Long Manufacturing Inc. - NC		165.0
Loral American Beryllium		2,475.0
Louis West & Son		5,115.0
Lower Shore Enterprises		55.0
Lucas CAV		3,930.0
Luke Bolton Ford/Bolton-Hooley		440.0
Lyles Chevrolet		440.0
Lynchburg Foundry Co.		20,798.0
M & J Solvents Co.		4,000.0
M & P Plating		220.0
M & T Drum		100.0
M-Square, Inc. (Coating Div.) - Riviera		2,200.0
M. Craig Company		330.0
Maaco Auto Painting - Charlotte, NC		825.0
Maaco Auto Painting - High Point, NC		1,155.0
Maaco Auto Painting - Holly Hill, FL		440.0
Maaco Auto Painting - Stuart, FL		440.0
Maaco Auto Painting - W. Palm Beach		2,200.0
Maaco Auto Painting - Boca Raton		275.0
MacGregor Motors, Inc.		55.0
Machine Products Co., Inc.		1,210.0
Machine Specialties		550.0
Mack Moulding		11,819.0
Mack Trucks, Inc.		6,860.0
Macon Machinery Co.		2,555.0

Mader Electric, Inc.		110.0
Mancelona Metal Products		3,520.0
Manning Co., The		825.0
Mannington Wood Floors		5,130.0
Mansfield W.P.C.F.		420.0
Manufacturers Chemical		4,400.0
Marine Chemist Service, Inc.		55.0
Mark Thomas, Inc.		21.0
Marlo Electronics, Inc.		110.0
Marsh Furniture Co.		41,995.0
Martin Marietta Corp. - Related Parties		32,261.5
Martin Marietta (Aero & Naval Grp.)	330.0	
Martin Marietta (Aerospace) - Orlando	25,000.0	
Martin Marietta - Ocala Operations	5,225.0	
Martin Marietta - Unknown Fac.	1,705.0	
Martin Marietta Corp.	1.5	
Martin Processing		12,032.0
Maryland Paper Box Co.		1,485.0
Maryland Ribbon Co.		715.0
Masco Corp. - Related Parties		81,903.0
Lexington Furniture Industries, Inc./Dixie Furniture Co. - Lexington	19,030.0	
Lexington Furniture Industries, Inc./Dixie Furniture Corp. - Linwood	23,375.0	
Lexington Furniture Industries, Inc./Henry Link Corp. - Plant #1	55.0	
Lexington Furniture Industries, Inc./Henry Link Corp. - Plant #2	4,455.0	
Lexington Furniture Industries, Inc./Henry Link Corp. - Plant #3	2,420.0	
Lexington Furniture Industries, Inc./Henry Link Corp. - Plant #4	825.0	
Lexington Furniture Industries, Inc./Merillat Industries	3,740.0	
Lexington Furniture Industries, Inc./Thomas Mfg. Co.	28,003.0	
Mason & Dixon Tank Lines		715.0
Masonite (IP) - Related Parties		8,030.0
Masonite Corp./Masonite - Spring Hope	7,865.0	
Masonite Corp. - St. Charles, IL	165.0	
International Paper/Raleigh Liquid Packaging		2,750.0
International Paper/Richmond Gravure, Inc.		3,905.0
Masterpiece, Inc.		220.0
Masyc Southern Corp.		837.2
Material Distributing & Warehouse		600.0
Material Testing Lab		275.0

Matlab		7,515.0
Matthews International		330.0
Max Groso		110.0
Maxwell Communications/Quebecor Prtg - Related Parties		10,388.0
Maxwell Communic./Quebecor Prtg.	8,088.0	
Maxwell Graphics	2,300.0	
Mayville Metal & Die		825.0
McChem		14,395.0
McDowell International		275.0
McLaughlin Manufacturing Co.		1,155.0
McLean Trucking Co.		1,077.1
Meadows Hydraulics		660.0
Megadyne Corp.		32,450.0
Melamine Chemical		12,953.7
Melville Furniture Co.		1,265.0
Memcor Florida Operations		32,565.0
Mepco/Electra, Inc./Philips Compon.		5,684.0
Merritt Trucking Co.		4,500.0
Metal Container Corp.		8,253.0
Metal Industries, Inc.		5,775.0
Metal Spray Painting		440.0
Metal Tech		825.0
Metro Graphics of Delaware, Inc.		160.0
Metro-Dade P.W.O. Solid Waste		220.0
Mfg. Justin Tanks, Inc.		11,275.0
Miami-Carey Corp.		50.0
Micro Plate, Inc.		330.0
Microfilming Corp. of America		180.5
Microwave Laboratories, Inc.		2,175.0
Midtown Collision, Inc.		330.0
Miller Graphics		550.0
Miller Industries, Inc.		6,990.0
Miller Manufacturing		22,660.0
Miller Press		5,750.0
Miller Trailer, Inc.		605.0
Minco Products, Inc.		770.0
Minnesota Rubber Mason City		55.0
Mister Label, Inc.		220.0
Mize Motors, Inc.		90.0
Mogul (Federal Mogul)		6,215.0
Monsanto - Related Parties		5,434.0

Monsanto Co.- Pensacola	4,620.0	
Monsanto Inc. - Sparansburg	814.0	
Moog, Inc.		275.0
Morris Greenspanb Lamp Mfg. Co.		2,460.0
Morrison's Concrete		275.0
Motorola, Inc. - Related Parties		42,945.0
Motorola, Inc. - Boca Raton	165.0	
Motorola, Inc. - Boynton Beach	4,775.0	
Motorola, Inc. - Ft. Lauderdale	38,005.0	
Motors & Compressors, Inc.		110.0
Murray Oldsmobile		380.0
Murry Chris Craft - Bradenton, FL		21,950.0
Myburge Properties		165.0
Myers Antiques		4,345.0
NN Ball Bearing		7,448.0
Nalco Chemical Co.		4,009.4
NASA Langley Research Ctr.		1,330.0
NASA Wallops Flight Fac/Goddard Space		1,375.0
National Circuits, Inc.		275.0
National Controls, Inc.		2,805.0
National Dye & Printworks, Inc.		1,430.0
National Graphics		1,355.0
National Safe Corp.		4,280.0
National Twist Drill, Inc.		5,925.0
National Waterlift Co.		64,178.0
Nautical Coatings, Inc.		330.0
Nautilus - Virginia		17,820.0
NC Plastics (Plastics Mfg. Inc.)		11,935.0
NCR Corporation		5,045.0
NEPTCO, Inc.		124,411.0
New Tansey Co.		55.0
Newell Specialty Chemical		35,090.0
News and Courier/Evening Post		7,755.0
Nobles Industries, Inc.		55.0
Norris Industries		3,905.0
North Carolina Face Veneer Co.		165.0
North East Solvents		3,750.0
North State Chemical		19,612.3
Northeast Environmental Serv. Inc.		23,635.0
Northern Telecom		49,382.0
Northside Storage		1,760.0

Nova Chem Corp.		6,000.0
Numa Corp.		55.0
Nytronics Components Group		5,615.0
O'Sullivan Corp.		18,290.0
Oak Ridge Textiles		3,025.0
Ocean Chemical		403.3
Ohio Electric Motors, Inc.		7,645.0
Okabashi (U.S.) Corp.		815.0
Old North Mfg.		7,040.0
Oliver Carr Company (Clark Office Bldg.)		275.0
OMC Outboard Marine - Related Parties		4,620.0
OMC - Burnsville	2,145.0	
OMC - Tradewinds	2,475.0	
Omni Industries		49,167.0
One, Inc.		110.0
Opa-Locha Paint		14,410.0
Optelecom		165.0
Optical Innovation		1,375.0
Ora Corp.		12,000.0
Orange County Public Schools		110.0
Orange Graph./Bartelsmann Print. - Related Partis		11,644.0
Orange Graphics	314.0	
Doubleday & Co., Inc.	11,330.0	
Oravisual Company, Inc.		550.0
Orchard Electronics, Inc.		880.0
Owens Corning/Sterlg Plumb. Hunstvl., AL		3,120.0
Owens-Illinois, Inc. - Related Parties		7,890.0
Owens-Illinois - Hamlet	260.0	
Owens-Illinois - Unknown Facility	4,990.0	
Owens-Illinois - Winston-Salem	2,640.0	
Pacific Scientific Co. - Belfab Div.		2,478.1
Package Products Co.		3,250.0
Page Aluminized Steel Corp.		825.0
Page's Furniture		108.0
Paint & Decorating		55.0
Pall Corp. - Related Parties		6,813.0
Pall Land & Marine	330.0	
Pall Pneumatic Products Corp.	1,595.0	
A.P.M.	55.0	
Aircraft Porous Media, Inc.	4,833.0	
Pan Am World Airways Jamaica		2,365.0

Pantasote		1,295.0
Parker Marine Enterprises, Inc.		330.0
Parker-Hannifin Corp.		3,630.0
Parks-Cramer Co./South Blvd. Prop.		23,836.0
Paul B. Williams		55.0
Pawnee Rotational Molding		275.0
PCA Int., Inc.		1,635.0
PCC Airfoils, Inc. - Related Parties		16,830.0
PCC Airfoils, Inc. - Sanford	1,155.0	
Sherwood Refract/PCC Airfoil - Sanford	1,485.0	
Sherwood Refractories - Cleveland	14,190.0	
Peninsula Electric Motor		110.0
Pepsi Cola - Winston-Salem, NC		220.0
Performance Industries		110.0
Perlick Corp.		610.0
Perry Energy Systems		55.0
Pet Chemicals, Inc.		15,070.0
Peter Cooper Corp.		165.0
Peterson Mfg.		2,685.0
Petrochem Recovery Services, Inc.		8,600.0
Philadelphia Textile Finishers		935.0
Philips Circuit Assembly		110.0
Phillip Weaver Vocational Ctr.		110.0
Phoenix Medical Technology		8,250.0
Photo Electronics Corp.		550.0
Photogene Corp.		1,430.0
Piedmont Airline		8,565.0
Piedmont Airlines - Greensboro, NC		850.0
Piedmont Assembly - Raleigh, NC		1,770.0
Piedmont Assembly Products, Inc.		3,015.0
Piedmont Converting, Inc.		16,830.0
Piedmont Mfg./Bridgeport-Piedmont		4,090.0
Piedmont Optical Co.		165.0
Pierce Manufacturing Inc.		6,855.0
Pifer Industries		3,135.0
Pillar Corp.		1,245.0
Pilot Rack Co., Inc.		1,200.0
Piper Aircraft Corp. - Lakeland, FL		16,840.0
Piper Aircraft Corp. - Vero Beach, FL		44,563.0
Piper Industries		385.0
Plasma Technics, Inc.		660.0

Plastic Tubes Co.		660.0
Plastronics, Inc.		1,485.0
Pointer Wood Products		2,530.0
Polysar, Inc.		6,253.0
Poma Corp.		220.0
Pouliot Designs Corp.		6,765.0
Power Line Fastening Systems		7,005.0
Power Line Sales		1,045.0
PPC Products Corp.		5,833.0
Pre Finish Metals, Inc.		9,745.0
Precision Chemical		330.0
Precision Controls Corp.		1,500.0
Precision Oldsmobile, Inc.		110.0
Predelivery Services		495.0
Preformed Line Products Co.		17,370.0
Premier Mill Works		110.0
Preway, Inc.		385.0
Prillman Co., The		1,923.0
Primary Oil		2,695.0
Prince Williams Hospital		30.0
Princteton		1,524.7
Printpack		14,905.0
Privateer Mfg. (Boats)		46,045.0
Prodelin Corp. - Related Parties		12,100.0
M/A Com Prodelin-Plastics Molding	2,860.0	
M/A Com PPA	1,485.0	
M/A Com Prodelin	1,595.0	
Prodelin Corp.	6,160.0	
Progress Lighting		10,130.0
Progress Packaging Corp.		175.0
Prospect Str R/R Siding		6,500.0
Quadtex, Inc.		110.0
Quazite Corp.		275.0
Quick Stop		1,523.0
R & R Tank Cleaning		490.0
R.C. Custom Painting		165.0
R.J. Reynolds Tobacco Co.		23,302.0
R.K. Chevrolet		165.0
R.M. Davis Motors		345.0
RAF Company		770.0
Rainbow Surfboards, Inc.		275.0

Rampon Products, Inc.		220.0
Raychem Corp.		4,080.0
Re Trac Corporation		660.0
Recco, Inc./Recco Tape & Label		4,015.0
Reco		4,000.0
Reef Buick, Inc.		3,245.0
Regency Communications, Inc.		935.0
Reggie Denney Auto Repair		105.0
Regtrol/Chesnee - Related Parties		8,515.0
Regtrol - Spindle, NC	440.0	
Watts Regulators/Regtrol, NC	7,800.0	
Watts Regulators/Regtrol, SC	275.0	
Reichhold Chemicals, Inc. - Related Parties		82,076.6
Reichhold Chemicals, Inc. - Dover, DE	2,805.0	
Reichhold Chemicals, Inc. - Eliz, Cit.	77,511.6	
Reichhold Chemicals, Inc. - Jacksonvill	1,760.0	
Reid Manufacturing		3.1
Renard Mfg.		220.0
Renuit, Inc.		550.0
Rex 3, Inc.		400.0
Rex Furniture		640.0
Rex of Florida		110.0
Rex Oil		541.6
Rex-Rosenlew International - Related Parties		14,050.0
Poly-Pac	13,775.0	
Rex-Rosenlew - Thomasville, NC	275.0	
Rexam Corp. - Related Parties		424,383.1
Rexam Corp. - Lancaster, SC	188,569.1	
Rexam Corp. - Matthews, NC	145,729.0	
Rexam Corp. - Sarasota, FL	110.0	
Rexam Corp.	30,185.0	
Rexam Corp. - Charlotte, NC	6,250.0	
Rexam Corp. - Greensboro, NC	53,540.0	
Reynolds Metals Co. - Related Parties		67,678.0
Reynolds Metal Co. - Fab. Plant Div.	110.0	
Reynolds Metals Bristol End Plant	40,484.0	
Reynolds Metals Can Machinery Plt.	935.0	
Reynolds Metals Richmond N&S Foil	22,849.0	
Reynolds Metals Tampa Can Plant	3,300.0	
RFD Elliot		8,664.4
RFD Patton		3,685.0

Richmond Lumber Co.		495.0
Riggsbee Tire & Auto		35.0
RJR Technical Co. - Avoca Div.		31,610.0
Robertshaw Controls Co. - Virginia		12,152.5
Robinson Chemical		165.0
Rockwell International - Related Parties		108,352.0
Allen-Bradley	5,555.0	
Allen-Bradley Co. - Dublin, GA	10,451.0	
Allen-Bradley Co. - Greensboro, NC	83,063.0	
Allen-Bradley Co. - Milwaukee, WI	110.0	
Reliance Electric Co. (Reliance Elec.)	3,960.0	
Lorain Prod/Div. of Reliance (Reliance Elec.)	677.0	
R-Tec Systems (Reliance Electric)	1,971.0	
Toledo Scale Corp. (Reliance Elec.)	2,165.0	
Rockwell International	400.0	
Rolane		25.0
Rolls-Royce, Inc.		110.0
Romarco Corp.		65,425.0
Roper Outdoor		1,485.0
Rosie O. Gradys of Orlando, Inc.		165.0
Rossville Velours, Inc.		110.0
Roytype		1,155.0
Rubatex Corp. (Plant #2)		9,550.0
Rubbercrafters of West Virginia		660.0
Russell Burdsall & Ward, Inc.		1,210.0
S & W Specialties		24,306.3
S & W Waste, Inc.		8,085.0
S. Bent Co.		5,390.0
S.C. Johnson & Son, Inc.		7,627.0
Sadolin Paint Products - Related Parties		119,112.8
Paint Products	30,563.8	
Sadolin Paint Products	88,549.0	
Sandoz Chemical Corp. - Related Parties		102,067.0
Sandoz Chemical Corp.	23,564.0	
Sandoz Martin Works	78,503.0	
Samarar Aluminum of NC, Inc.		495.0
Sauer Industrial		606.5
Scarritt Lincoln		55.0
Scotsman Fairfax		275.0
Scott Garten Buick, Inc.		10.0
Scott Paint		5,400.0

Scott Rent All, Inc.		15.0
Scott Smith Oldsmobile, Inc.		385.0
Sea Ray Boats, Inc.		57,210.0
Seaguard Corp.		10,395.0
Secoa Technologies - West Palm Beach		3,960.0
Security Tag Systems, Inc.		55.0
Service Welding & Machine		275.0
Seward Enterprises		825.0
Shallco, Inc.		651.0
Shatterproof Glass		8,745.0
Sherwin-Williams Co., The		30,445.0
Siebe North & Affiliated Co's. - Related Parties		31,563.0
Robertshaw Controls - Knoxville, TN	955.0	
Robertshaw Controls Co.	9,840.0	
Siebe North, Inc. - Charleston	20,768.0	
Siecor Corp. - Related Parties		24,270.0
Siecor Corp. - Socate Plant	55.0	
Siecor Optical/Superior Cable	21,615.0	
Siecor Telephone Cable Plant	2,585.0	
Superior Cable Co.	15.0	
Signo Trading International		4,565.0
Signs, Inc.		220.0
Sika Corp.		9,784.0
Silor Optical of Florida, Inc.		15,620.0
Simmonds Healthcare		1,100.0
Simmons Precision		865.0
Singer Co. - Climate Control - Related Parties		12,515.0
Climate Control	1,265.0	
Singer	550.0	
Singer Company - Climate Control	10,700.0	
Sittee-Tishcer		165.0
Slm Action Sports, Inc.		3,220.0
Smart Pak Industries, Inc.		13,565.0
Smith Services		2,805.0
SmithKline - Related Parties		6,325.0
SmithKline Bio Science Laboratories	330.0	
Adams Veterinary Research Labs	5,995.0	
Smiths Ind. Aerospace & Defense Sys.		5,115.0
Soabar		275.0
Sof-Form		220.0
Solara Designs, Ltd.		1,210.0

Somerville Packaging		15,959.0
Sossner Tap & Tool Corp.		2,485.0
South Bend/Escan Corp.		3,465.0
South East Connectors		85.0
Southeastern Coated Products		10,000.0
Southeastern Fiberglass		220.0
Southeastern Glass Laminates - Parkside		495.0
Southeastern Glass Laminates - Hovis		165.0
Southeastern Glass Laminates - Brook.		2,800.0
Southeastern Glass Laminates - N. Tryon		550.0
Southeastern Machine & Tool Co.		275.0
Southern Devices, Inc.		1,953.0
Southern Furniture Co.		275.0
Southern Gold Citrus Products		335.0
Southern Mechanical		8,580.0
Southern Optical		3,190.0
Southern States (Harmon) Volkswagon		165.0
Southern Systems, Inc.		825.0
Southland Industries, Inc. - Related Parties		5,931.3
Southland Industries, Inc.	1,325.0	
Southland Solvents	4,606.3	
Sparkle Parts, Inc.		9,930.0
Sparta Pipes, Inc.		14,080.0
Sparton Electronics		3,905.0
Spectron, Inc.		69,815.0
Spencer-Kellogg - Baltimore		7,481.0
Spiralkote, Inc./FP Spiralkote		5,500.0
Spox Company, The		550.0
Springbrook Mfg. Co.		6,820.0
Spruance Southern, Inc. - Related Parties		131,103.2
Spruance	37,863.6	
Spruance Southern, Inc.	93,239.6	
Square D Company - Related Parties		40,204.0
Square D Company - Asheville, NC	7,370.0	
Square D Company - Clearwater, FL	2,365.0	
Square D Company - Emmaus, PA	3,834.0	
Square D Company - Knightdale, NC	1,500.0	
Square D Company - Milwaukee, WI	1,100.0	
Square D Company - Monroe, NC	9,985.0	
Square D Company - Pinellas Park, FL	2,420.0	
Square D Company - Raleigh, NC	11,630.0	

Staclean-Diffusex		3,125.0
Stanadyne, Inc./Moen Corp.		5,775.0
Standard Chair Co.		165.0
Standard Forms, Inc.		90.0
Standard Products Co., The		5,645.0
Stanform Printers, Inc.		55.0
Stanchem, Inc.		3,630.0
Stanley Tool Co.		7,150.0
State of North Carolina & Related Parties		9,845.0
Department of Cultural Resources	165.0	
N.C. Dept. of Trans. - Material	9,460.0	
N.C. DOT	220.0	
State of Wisconsin - Related Parties		3,390.0
Badger State Industries	720.0	
Fox Lake Correctional Institution	165.0	
Kettle Moraine Correctional Institute	165.0	
Waupun Correctional (Badger State)	165.0	
Wisconsin Dept. of Transport. - Madison, WI	1,260.0	
Wisconsin Dept. of Transport. - Rhinelander	165.0	
Wisconsin Dept. of Transport. - West Alis	110.0	
Wisconsin Dept. of Justice	5.0	
Wisconsin Dept. of Natural Res.	635.0	
Statesville Chair Co.		1,155.0
Steam Kat Haz Mat, Inc.		13,608.0
Stearns Ford, Inc.		110.0
Steel Master		275.0
Sterling Radiator Div.		39,615.0
Sticker City		605.0
Stone Construction Equipment, Inc.		485.0
Stoneville Furniture		2,145.0
Stowe-Woodward Co. - Related Parties		18,005.0
Stowe-Woodward Co. - Middletown, VA	8,380.0	
Stowe-Woodward Co. - Ontario, Canada	8,965.0	
Stowe-Woodward Co. - Spartanburg, SC	660.0	
Straham Ink & Lacquer Corp.		110.0
Stranberg Engineering Labs		660.0
Stratford Chevrolet		455.0
Strickland Mobil		55.0
Strip Shop		330.0
Stromberg Carlson Corp.		8,070.0
Sturgis Newport Group, Inc.		25.0

Sub-Zero Freezer Co., Inc.		8,315.0
Summit Gear		110.0
Summit Resources		19,294.0
Summit Rubber Co., Inc.		400.0
Sun Labs of Atlanta		15,000.0
Sun West, Inc.		110.0
Sunbeam Corp.		689.0
Sunshine Auto Body, Inc.		220.0
Superior Bowling Supply		55.0
Superior Hone Div. MWA Co.		1,156.5
Superior Metal Finishers, Inc		6,985.0
Superior Printers, Inc.		55.0
Swim Industries		1,100.0
Tamarac National Wildlife Refuge		95.0
Tanzer Yachts, Inc.		935.0
Technical Coating Co.		5,285.0
Technographics Decotone - Related Parties		167,351.0
Decatone Carolina	4,950.0	
Technographics Decotone	162,401.0	
Tel-Service Co. - Tampa, FL		165.0
Teleflex, Inc. - Related Parties		7,205.0
G & W Klock	550.0	
Klock Co.	5,610.0	
Teleflex Inc.	1,045.0	
Temple Stuart Co.		1,155.0
Tennessee Press, Inc.		1,995.0
Tennessee Tape & Label Corp.		2,640.0
Tennessee Valley Performance Prod. Inc.		127,799.0
Tension Envelope Corp.		6,433.0
Test Services, Inc.		110.0
Texfi Industries		183.0
Textile Printing Co.		300.0
Textron - Related Parties		67,716.0
Cadillac Gage Company	6,105.0	
Camcar Textron, Inc.	2,750.0	
E-Z-GO Textron	58,036.0	
Fabco Fastening	165.0	
Forest City Tool Co. (Greenlee)	660.0	
Thayer Coggin, Inc.		11,770.0
Thero Chem		4,400.0
Thiele-Engdahl (ICI Americas) - Related Parties		74,791.7

Converts Ink Co.	275.0	
Theile Engdhal	15.3	
Thiele Engdhal, Inc. - Richmond, VA	30,590.0	
Thiele Engdahl, Inc. - Winston-Salem	43,911.4	
Thomasville Furniture Ind., Inc. - Related Parties		292,755.5
Armstrong	114.6	
Armstrong Furniture	193,362.1	
Thomasville	110.0	
Thomasville Furniture - Plant A	7,040.0	
Thomasville Furniture - Plant B	4,950.0	
Thomasville Furniture - Plant C	13,530.0	
Thomasville Furniture - Plant D	5,225.0	
Thomasville Furniture - Plant H	9,375.0	
Thomasville Furniture - Plant L	2,585.0	
Thomasville Furniture - Plant Y	280.0	
Thomasville Furniture - Lenoir	2,400.0	
Thomasville Furniture - Multiple Pla	5,335.0	
Thomasville Furniture - Pleasant	5,665.0	
Thomasville Furniture - Thomasville	13,190.0	
Thomasville Furniture - unkn loc.	2,090.0	
Thomasville Furniture - W. Jeff	165.0	
Transmark (Armstrong)	4,290.0	
Transmark Operations - Appomattox, VA	23,048.9	
TI Industries - Related Parties		84,356.3
Indiana Moulding & Frame	59,826.3	
TI Industries/Indiana Moulding	24,530.0	
Tidewater Gook, Inc.		990.0
Timesavers, Inc.		2,475.0
Tire Sales & Service, Inc.		15.0
Tomkins Industries - Related Parties		3,630.0
Lasco Industries - Elizabeth, PA	2,090.0	
Lasco Industries - S. Boston, VA	660.0	
Philips Ind. Lasco Div./Tompkins-PH	880.0	
Top Quality Finishers, Inc.		825.0
Topkat (D & R Sales, Inc.)		220.0
Total Cleaning Power		660.0
Trailways, Inc.		655.0
Trans Circuits, Inc.		770.0
Transportation Electronics, Inc.		2,365.0
Tri-Tech Electronic		550.0
Triad Terminal - Related Parties		6,050.0

Triad Air Sales	110.0	
Triad Terminal	5,940.0	
Triangle Furniture Stripping		495.0
Triangle Health & Fitness		1,185.0
Triangle Pacific Corp. - Related Parties		10,780.0
Triangle Pacific Plant #1	385.0	
Triangle Pacific Plant #2	5,610.0	
Triangle Pacific Plant #3	935.0	
Field Site, Triangle Pacific & Bush	3,850.0	
Trigon Engineering		15.0
Trim South, Inc.		2,915.0
Trimont Charlotte Corp.		110,419.4
Trimont Chemical		4,400.0
TRW Motor Div.		4,485.0
TRW-Fujitsu Co.		165.0
Tuff Kote Dinol		220.0
Turf Service		55.0
Tyco International - Related Parties		24,535.0
Atlantic Coast Electronic/Tyco Labs	23,955.0	
Piedmont Circuits	580.0	
Ansul (Settled)		
U.I.D. Switches		165.0
U.S. Tobacco		330.0
Ultravac		275.0
UM & M Valchem Div.		8,650.0
Unifi, Inc. - Related Parties		13,071.8
Federal Spinning Corp.	360.0	
MacField	33.0	
MacField Textiling	9.8	
MacField Texturing Inc. - Burlington	663.0	
MacField Texturing Inc. - Eden, NC	550.0	
MacField Texturing Inc. - Madison	260.0	
MacField Texturing Inc. - Reidsville	3,410.0	
MacField Texturing Inc. - Stoneville	935.0	
MacField Texturing, Inc.	1,046.0	
Unifi, Inc.	5,805.0	
Union Carbide - Related Parties		15,498.0
Union Carbide - Agricultural Products Div.	4,608.0	
Union Carbide - S. Charleston, WV	3,026.0	
Union Carbide	7,864.0	
Unisol Chemical		95.0

Unisys Corp. - Related Parties		12,558.0
Burroughs Corp.	55.0	
Sperry Corp. - Clearwater, FL	5,385.0	
Sperry Corp. - Oldsmar, FL	7,063.0	
Unisys Corp.	55.0	
Hercules, Inc.		65,515.0
United Binding Co.		825.0
United Drum		9,817.6
United Plastics (Gilreath)		19,805.0
United Technologies		3,555.0
United Technologies Automotive - Related Parties		19,470.6
Sheller Globe Corp. - Niles, MI	7,590.0	
Sheller Globe Engineered Polymers	8,030.0	
United Technologies Auto - Ft. Wayn	100.0	
United Technologies Auto. - Niles	890.6	
United Technologies Auto. - Tampa	2,860.0	
United Technologies Diesel Systems		2,146.0
United Tool & Die		55.0
Universal Graphics		55.0
Universal Parts		1.5
Universal Plated Plastics, Inc.		575.0
Universal Polymer		2,365.0
Univ. of Virginia - Environ. Health		110.0
University Optica 1 Prod.		55.0
Unknown Volume or Broker		6,250.0
Unocal Chemical Div./Charlotte		62,645.0
US Sprint		85.0
V.S. Floor Corp.		55.0
Valspar/Lilly - Related Parties		2,313,481.2
Lilly Company, The	1,784,585.6	
Lilly Drum Reconditioning	40,563.0	
Guardsman Chemical/Lilly Industries	460,292.6	
Valspar Corp.	28,040.0	
Van Waters & Rogers, Inc.		17,165.0
Varco-Pruden Building		15,785.0
Veeder-Root		12,870.0
Ver-Sa-Til Associates		55.0
Vermont American - Related Parties		15,235.0
Vermont American Corp. - Boone Div.	935.0	
Vermont American Corp. - Greenville	10,230.0	
Vermont American Corp. - Lincolnton	55.3	

Vermont American	4,015.0	
Veterans Administration Hospital		110.0
Victor Industries Corp.		6,649.0
Village Strip Shop		76.4
VIP Enterprises, Inc,		605.0
Vipont Botanical Laboratories		550.0
Virginia Chemical		6,000.0
Virginia Dept. of Transportation - Related Parties		24,711.0
Virginia DOT - Richmond	440.0	
Virginia DOT - Richmond	2,130.0	
Virginia DOT - Bristol	2,195.0	
Virginia DOT - Colonial Heights	2,955.0	
Virginia DOT - Culpepper	2,640.0	
Virginia DOT - District Office	2,581.0	
Virginia DOT - Fairfax	385.0	
Virginia DOT - Fredericks.	110.0	
Virginia DOT - Lynchburg	5,445.0	
Virginia DOT - Quail Oak	220.0	
Virginia DOT - Salem	1,045.0	
Virginia DOT - Staunton	2,695.0	
Virginia DOT - Suffolk	1,870.0	
Virginia Truck Equipment		55.0
Virginia Union University		110.0
Vitamaster Industries, Inc.		1,230.0
Vivi Color Graphics, Inc.		3,025.0
Vogue-Albert Martin Co.		8,675.0
Voplex Corp.		440.0
Vulcan Corporation		55.0
W.B. Goode Company, Inc.		330.0
W.C. Paint		550.0
W.F. Mickey Body Company		11,990.0
W.H. Brady Company		1,485.0
W.L. Black & Associates		6,545.0
W.M. Cheek Trucking, Inc.		20.0
Waco, Inc.		1,265.0
Walker Graphics		110.0
Walker Shoe Co.		800.0
Wall Lenk Corp.		1,171.0
Wallace Auto Electric		75.0
Walrond Oil company		5,835.0
Walt Dis. World c/o Reedy Creek Ult. Co.		92,620.0

Walter Kidde, Inc.		10,930.0
Warlick Paint Co., Inc.		22,953.0
Warren Sherer Columbus Div.		630.0
Waste Conversion, Inc.		29,025.0
Wastex in of New Jersey		110.0
Watercraft of America, Inc.		440.0
Watkins Yachts, Inc.		5,555.0
Waupun Correctional Institution		110.0
Waverly Press		275.0
Weather Wicker of FL., Inc.		3,685.0
Weber U.S.A., Inc.		41,551.0
Wedtech of Michigan		600.0
Wesley Business Forms		2,255.0
Western Electric Co. - Related Parties		16,764.9
Western Electric	4,323.5	
Western Electric - Boston	7,550.0	
Western Electric - Greensboro	305.0	
Western Electric - Winston-Salem	4,586.4	
Western Roto Engravers, Inc.		1,760.0
Westinghouse Electric Corp. - VA - Related Parties		81,017.6
Soil & Material Engineers	220.0	
Westinghouse	18,596.4	
Westinghouse Electric - Charlotte, NC	165.0	
Westinghouse Electric - Greensboro	1,143.0	
Westinghouse Electric - Oldsmark Pla.	880.0	
Westinghouse Electric - Orlando	825.0	
Westinghouse Electric - Pinetop, NC	44,819.2	
Westinghouse Electric - South Boston	12,774.0	
Westinghouse Electric - Vectrol Div.	1,595.0	
Westvaco - Related Parties		41,265.0
Westvaco - Cofer Rd. Richmond	1,350.0	
Westvaco - Jefferson Davis Hwy, Richmond	275.0	
Westvaco - Milk Carton Div.	40.0	
Westvaco Corp. Virginia Folding Box	39,600.0	
Wheeled Coach Corp.		19,522.0
White Chemical Corp.		7,140.0
White Graphic Systems		1,225.0
Whitin Roberts Co.		160.0
Whittaker Corp. - Lenoir		21,001.6
Wikoff Color Corp. - Related Parties		3,520.0
Wikoff Color Corp. - Greensboro, NC	275.0	

Widoff Color Corp. - Shelbyville, KY	880.0	
Wikoff Color Corp. - Stone Mountain	2,365.0	
William Byrd Press		165.0
Williams Group, Inc.		1,155.0
Wilmington Star Newspaper		1,980.0
Wilson & Staples, Inc.		20.0
Wilson Apparel Company		460.0
Windwood, Inc.		95.0
Winko-Matic Signal		990.0
Wire Products Corp.		5,959.9
Wood World		55.0
Wooding's Paint & Auto Body		165.0
Worcester Controls Corp.		4,795.0
Wyeth Lab, Inc.		56,676.0
Xerxes Corp.		12,460.0
Yale Materials Handling		4,840.0
Yeager Ford Sales, Inc.		220.0
Zetabait Co.		440.0
Zoneaire, Inc.		110.0

**De Minimis Settlement Administrative Order on Consent
Docket No. 08-SF-249**

Appendix F

Work Parties

Appendix F

**The list of Work Parties
will be determined at a later date.**

**De Minimis Settlement Administrative Order on Consent
Docket No. 08-SF-249**

Appendix G

**Seaboard Chemical Corp./Riverdale Drive Landfill
De Minimis Settlement Trust Fund**

**SEABOARD CHEMICAL CORPORATION/
RIVERDALE DRIVE LANDFILL
DE MINIMIS SETTLEMENT TRUST FUND AGREEMENT**

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**SEABOARD CHEMICAL CORPORATION/RIVERDALE DRIVE LANDFILL
DE MINIMIS SETTLEMENT TRUST FUND AGREEMENT**

This Trust Fund Agreement (“Agreement”) is made between and among the De Minimis Settlers, the City of High Point, Seaboard Group II, the Work Parties, the Group Trustee(s), the City’s Trustee, and the Financial Trustee, as defined in Section I hereof.

WITNESSETH:

WHEREAS, Seaboard Group II, the City of High Point, the Work Parties and the De Minimis Settlers have entered into a Settlement Administrative Consent Order with the North Carolina Department of Environment and Natural Resources, Division of Waste Management (“Division”) captioned IN RE: Former Seaboard Chemical Corporation Facility, Jamestown, North Carolina, De Minimis Settlement Administrative Order on Consent, Docket N. 08-SF-249, (“De Minimis Consent Order”); and

WHEREAS, each De Minimis Settlor may resolve its liability for matters addressed in the De Minimis Consent Order pursuant to the terms thereof by making the applicable De Minimis Buyout Payment(s); and

WHEREAS, Seaboard Group II, the City of High Point and the Work Parties agree that the Trustees shall use funds received from the De Minimis Response Costs Payments to perform

and pay for Response Costs at or in connection with the former Seaboard Chemical Corporation facility (“Facility”), at 5899 Riverdale Drive, Jamestown, Guilford County, North Carolina and the adjacent former City of High Point Riverdale Drive Landfill (the “Landfill”) which are collectively referred to herein as the “Site” and have entered, or will enter into a separate Remedial Action Settlement Agreement with the Division to perform the approved Remedy for the Site (the “Remedial Action Settlement Agreement” or “RASA”); and

WHEREAS, the De Minimis Consent Order, subject to certain reservations set forth therein, resolves the De Minimis Settlers’ obligations with respect to the Site; and

WHEREAS, the De Minimis Settlers have caused to be delivered, deliver herewith or commit to deliver to the Financial Trustee the Response Costs Payments due under the De Minimis Consent Order; and

WHEREAS, the De Minimis Settlers desire that such payments shall constitute a trust fund to be held by the Financial Trustee in an income-bearing account and administered by the Financial Trustee for the purposes hereinafter set forth; and

WHEREAS, the De Minimis Settlers intend this Trust Fund to be treated as a qualified settlement fund as described in Treasury Regulation 1.468B-1; and

WHEREAS, the De Minimis Settlers desire that collection and disbursement of funds due to and held in the Trust Fund be managed by the Trustees;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto agree as follows:

I. DEFINITIONS

All terms defined in the De Minimis Consent Order shall have the same meanings in this Agreement, said definitions being incorporated herein by reference. In addition, as used in this Agreement, the following terms shall mean:

A. The term "City Trustee" shall mean the person executing this Agreement as City Trustee or any successor who acts as City Trustee as provided in Part VI of this Agreement.

B. The term "Cost Sharing Agreement" shall mean the Agreement between Seaboard Group II and the City of High Point for the allocation and sharing of response and remedial action costs at the Site.

C. The term "Financial Trustee" shall mean the entity or the individual executing this Agreement or any successor who acts as Financial Trustee as provided in Part V of this Agreement.

D. The term "Group Trustee(s)" shall mean the persons executing this Agreement as Group Trustees or any successors who act as a Group Trustee as provided in Part VI of this Agreement.

E. The term "Trust Fund" shall mean the Seaboard Chemical Corp./Riverdale Drive Landfill De Minimis Settlement Trust Fund established herein and pursuant to the De Minimis Consent Order to fund the activities necessary to implement the approved remedy for the Site.

F. The term "Work Party" shall mean a person who is alleged to be a covered person and/or responsible party at the former Seaboard Chemical Corp. ("SCC") Facility under Section 107 of CERCLA, 42 U.S.C. § 9607, and/or N.C. Gen. Stat. 130A-310.7 and who has chosen to address its potential liability at the Site under the Remedial Action Settlement Agreement ("RASA") with the Division. A list of Work Parties and De Minimis Settlers executing this Agreement shall be maintained by the Trustees of this Trust.

II. TRUST FUND

The funds received by the Financial Trustee from the De Minimis Settlers pursuant to the De Minimis Consent Order and this Agreement, together with any income which may accrue to the Trust Fund, shall be known as and comprise the De Minimis Trust Fund (hereinafter referred to as the "Trust Fund").

III. TRUST FUND PURPOSE

A. Purpose. The purpose of the Trust Fund is to obtain, hold, invest, reinvest, manage, and disburse funds pursuant to the De Minimis Consent Order. The Trust Fund shall be established and maintained exclusively for the following purposes:

1. Providing funds to pay for Response Costs incurred at or in connection with the Site;
2. Providing funds for payment of the Trustees' fees and expenses incurred in performing their obligations under this Agreement;
3. Providing funds for the payment of taxes, as applicable;
4. Providing funds for other fees and expenses reasonably incurred consistent with this Agreement, the De Minimis Consent Order, the Remedial Action Settlement Agreement or any lawfully entered Order regarding the Site, the Cost Sharing Agreement between Seaboard Group II and the City of High Point, or the Seaboard Group II Joint Defense and Participation Agreement.
5. With the prior written approval of the Seaboard Group II Executive Committee and the City, the Trustees may acquire and pay from the Trust Fund any accident,

liability or other insurance, bonds, etc., reasonably necessary for the administration of the Trust, including insurance protecting the Trustees themselves from liability to a third person or to any party to this Agreement.

B. Non-liability. The contributions to the Trust Fund provided for in this Agreement are and shall be construed as payments made in settlement of possible claims made or which could be made against the De Minimis Settlers for their alleged involvement with respect to the Site. The contributions are not payments of fines, penalties or monetary sanctions or a payment in settlement of an actual or potential fine, penalty or monetary sanction. Nor are the contributions payments of amounts forfeited as collateral posted in connection with a proceeding which could result in imposition of such a fine, penalty or monetary sanction. By executing this Agreement, the De Minimis Settlers do not admit, accept or intend to acknowledge any liability or fault with respect to any matter arising out of or relating to the Site. Likewise, this Agreement does not constitute a commitment or agreement, either expressed or implied, by any or all of the Parties to undertake any further activities outside the requirements of the De Minimis Consent Order. At the time each De Minimis Settler pays the amount(s) calculated pursuant to Section VIII of the Consent Order, each De Minimis Settler resolves its present and potential future liability relating to the Site as provided in the De Minimis Consent Order.

C. No Beneficial Interest. The De Minimis Settlers shall not have any beneficial interest in the Trust Fund, its income or corpus, or a reversionary interest of any type in the Trust Fund.

IV. TRUST ESTATE

The Trust Estate shall consist of the Trust Fund, including any income which may accrue thereto.

V. THE FINANCIAL TRUSTEE

A. _____ is hereby designated as the Financial Trustee referred to herein. The Financial Trustee does hereby contract, agree and covenant that it will execute the Trust herein declared, created and constituted, and that it does and will receive, hold and administer the Trust Fund here and above described in the manner provided in this instrument. The Financial Trustee shall ensure that the contributions of the De Minimis Settlers are used for the implementation of the De Minimis Consent Order, this Trust Agreement and for payment of Response Costs at the Site. This Trust Agreement shall not be construed to confer upon the Financial Trustee, the Group Trustees or the City Trustee any authority to carry on any business activity for profit or to divide the income of the Trust Fund among the De Minimis Settlers or any other persons. This Trust is not intended and the Trustees are not authorized, to carry on any business or divide any gains therefrom.

B. Acceptance by Financial Trustee. The Financial Trustee appointed hereunder shall qualify by written acceptance of this instrument.

C. Compensation. The Financial Trustee shall be entitled to payment of reasonable fees for its services and reimbursement for out-of-pocket expenses reasonably incurred by it. Such fees and expenses shall reflect the current market rate for similar services provided under similar circumstances and shall be reviewed and approved by the Group and City Trustees. The Financial Trustee will be entitled to its fee prior to the payment of any other fees, expenses or disbursements from the Trust.

D. Powers and Duties of Financial Trustee. In the administration of this Trust Fund, the Financial Trustee shall have all powers and authority necessary or available to invest the principal and reinvest the income of the Trust Fund in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended, (the interest on which is excludable from gross income for Federal income tax purposes) which have been rated in the highest rating category by either Standard & Poor's Corporation or Moody's Investors Service Inc. (or in any unit investment trust, mutual fund or similar pass-through entity which invests solely in such obligations). The Financial Trustee may also invest the principal and reinvest the income in obligations to the extent the principal thereof and/or interest thereon is guaranteed, secured or backed, directly or indirectly, by the United States, or any instrumentalities or agencies thereof, which have been rated in the highest category by either Standard & Poor's Corporation or Moody's Investors Service Inc. (or in any unit investment trust mutual fund or similar pass-

through entity which invests solely in such obligations). The Financial Trustee shall obtain the written approval of the Group and City Trustees prior to making any such investments. In addition, with the prior written approval of the Group Trustees and the City Trustee, the Financial Trustee may also invest the principal and reinvest the income in such other conservative, reasonable and prudent publicly traded investments as may be recommended by the Financial Trustee.

E. Additional Powers of Financial Trustee

Without in any way limiting the powers and discretion conferred upon the Financial Trustee, and subject to the prior consent and approval of the Group and City Trustees, the Financial Trustee is expressly authorized and empowered:

(a) to pay all expenses and obligations incurred by or on behalf of the Trust Fund;

(b) to protect and conserve the assets of the Trust Fund;

(c) To make, execute, acknowledge and deliver any contracts or agreements the Financial Trustee deems necessary, to effectuate the purpose of this Trust Agreement; and

(d) The Financial Trustee may, with the prior approval of the Group and City Trustees, designate an agent to perform ministerial tasks to effectuate the purposes of this Trust Agreement and the De Minimis Consent Order; and

(e) To employ and terminate attorneys, accountants, clerks, investment counsel and other agents or employees as deemed advisable for implementation of the purposes of this Agreement.

F. Except for its obligations under Section V.A. of this Trust Agreement, the Financial Trustee shall have no duty to see to the completion of the terms of any Settlement Agreement or Consent Order. The Financial Trustee shall have no responsibility for seeing to the completion of the response action at the facility, nor shall the Financial Trustee incur any liability in connection with such work or contracts entered into by the Group, the City or their Trustees. The Financial Trustee may rely upon the written direction of the Group and City Trustees in making payments for the purposes set forth at Section III.A. of this Agreement.

G. In case the Trust Fund shall be attached, garnished, or levied upon under any order of court, or the delivery thereof shall be stayed or enjoined by an order of court, or any other judgment or decree shall be made or entered by any court affecting this Trust Agreement, the Financial Trustee shall give immediate notice to the Group and City Trustees, provided however that the Financial Trustee is hereby expressly authorized, in its sole reasonable discretion, to obey and comply with all lawful writs, orders or decrees so entered or issued, and in case the Financial

Trustee shall obey or comply with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree is subsequently reversed, modified, annulled, set aside or vacated.

H. Administrative Expenses and Taxes. The Financial Trustee shall have the power to incur and pay any and all charges and expenses incurred by the Trust Fund to discharge its obligations under this Agreement, including without limitation, the payment of taxes, if any, imposed on the Trust Fund by reason of its treatment as a qualified settlement fund pursuant to Treasury Regulation Section 1.468B-1, or any successor provision thereto. Such expenses shall be paid from the corpus of or income on the Trust Fund. The taxable year of the Trust Fund shall be the calendar year and the Trust Fund shall employ the accrual method of accounting. The Financial Trustee shall prepare and file, or cause to be prepared and filed, any tax returns for the Trust Fund, and any other documents required under federal, state and local laws. In addition, the Financial Trustee shall within thirty (30) days after the execution of this agreement by the first party hereto, obtain or shall have obtained, an employer identification number for the Trust Fund by filing Internal Revenue Service Form SS-4 in compliance with section 301.6109-1(d) (2) of the United States Treasury Regulations. If, contrary to the intent of the De Minimis Settlers, the Internal Revenue Service determines that the Trust Fund is not a qualified settlement fund, each De Minimis Settlor shall be responsible for taxes imposed on such De Minimis Settlor as a result of the creation, existence, operation or disqualification of the Trust Fund, including but not limited to all taxes, penalties and interest thereon. Each De Minimis Settlor shall be responsible

for taxes imposed on it with respect to the Trust Fund prior to the time the Trust Fund qualifies as a qualified settlement fund.

I. Maintenance of Accounts. The Financial Trustee shall create such subaccounts, allocate moneys and letters of credit or surety bonds to and issue checks from the Trust Funds and such subaccounts, if any, and in such proportions as directed by the Group and City Trustees and in accordance with the Cost Sharing Agreement between Seaboard Group II and the City. The Financial Trustee shall maintain accurate books, records and accounts of all receipts, disbursements, investments and transactions; and any party to this Trust Agreement may examine such books, records and accounts at any time during regular business hours at the office of the Financial Trustee. The Financial Trustee shall submit a financial report to the Division, the Group and City Trustees, Seaboard Group II, and each Work Party and the City on an annual basis beginning in January of the next year after the Effective Date of this Agreement. The Financial Report shall show the financial condition of the Trust Fund, including without limitation, income and expenses of the Trust Fund for the period and cash flow projections that project the level of remedial action, response and Trust administration costs at the Site that will necessarily be incurred for the succeeding year.

J. Bond Liability. The Financial Trustee shall not: (1) be required to furnish any bond or surety; or (2) be held responsible for any loss sustained by the Trust Fund through any error or judgment made in good faith and without negligence, gross negligence or willful misconduct. The Financial Trustee shall have no responsibility for the genuineness or validity of

any document or other item deposited with it, and it shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to be properly given.

K. Seaboard Group II, by and through its Executive Committee, and the City may authorize the Financial Trustee and/or the Group Trustees and the City Trustee to represent the Group and the City with regard to any matter concerning this Agreement or its purpose before any federal, state, or local agency or court which has authority or attempts to exercise authority over the actions required under this Agreement. Any individual Member of the Group, any Work Party and the City may, at its option, choose to represent itself directly, at its own expense, in any proceeding in lieu of being represented by the Financial Trustee. The Financial Trustee shall not have the power to satisfy from the Trust Fund any settlement, judgment or order unless directed in writing to do so by a Court following appropriate appeals by the Group, the City and their Trustees. To the extent that the Trust Fund assets are inadequate to reimburse the Financial Trustee for its expenses incurred in representing the Seaboard Group II, its Members, the Work Parties or the City pursuant to this Section, each Party who does not choose to represent itself directly shall reimburse the reasonable expenses of the Financial Trustee incurred in the representation. Before taking any material action hereunder, the Financial Trustee may require that it be furnished an indemnity bond satisfactory to it or a reserve fund or escrow account for the reimbursement of all reasonable expenses it may incur. Provided, however, the Financial Trustee shall not represent the Group, any of its Members, any Work Parties or the City in any action brought by the State for failure to comply with the terms of any lawfully entered Consent

Order concerning the Site, nor be reimbursed from the Trust Fund for any legal fees incurred in such a defense.

L. Indemnification of the Financial Trustee.

1. Seaboard Group II, the City and each Work Party hereby agree to indemnify and hold harmless the Financial Trustee, its directors, officers, employees and agents, against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation, attorneys' fees and disbursements, which may be imposed upon the Financial Trustee or incurred by the Financial Trustee in connection with its appointment as Financial Trustee or the performance of its duties hereunder, unless the Financial Trustee's performance of its duties constitutes negligence, gross negligence or willful misconduct (any matter for which indemnification is required is hereinafter referred to as an "Indemnifiable Matter"). The preceding sentence shall apply, without limitation, to any litigation arising from this Trust Agreement or involving the subject matter hereof or the monies deposited hereunder.

2. In the event a claim is made against the Financial Trustee, its directors, officers, employees or agents which, in the opinion of the Financial Trustee, is an Indemnifiable Matter, the Financial Trustee shall promptly notify the Group and City Trustees identified in Section VI of this Agreement. The Group and City Trustee(s) shall in turn promptly advise the Financial Trustee whether in their opinion an Indemnifiable Matter is involved and, if so, whether and/or to what extent such claim should be paid to the third party. To the extent the Group and City Trustee(s) determine an Indemnifiable Matter is involved, but that the claim by

the third party should not be paid, they may designate counsel to represent the Financial Trustee in defending against the claim, and, if the Group and City Trustees should fail to do so, the Financial Trustee shall designate counsel. In either event the Seaboard Group II, the Work Parties and the City shall bear all reasonable costs of the defense of the Indemnifiable Matter, including but not limited to attorneys' fees, expenses and court costs, in addition to any judgment rendered against the Financial Trustee, its directors, officers, employees or agents. To the extent the Group and City Trustees determine that the claim is an Indemnifiable Matter and should be paid, they shall promptly so notify the Financial Trustee and tender to the Financial Trustee the amount to be paid in accordance with procedures set forth in paragraph (3) hereof.

3. Payment of the indemnification obligations set forth in paragraphs (1) and (2) hereof shall be made in accordance with the procedures set forth in this paragraph (3). The Financial Trustee shall give the Group and City Trustees written notice of any claims of indemnification hereunder. Within ten (10) days after delivery of such written notice, the Group and City Trustees shall give written notice of such demand to the Seaboard Group II, the Work Parties and the City. If Seaboard Group II and the City determine that an Indemnifiable Matter is involved, then the above indemnification payment shall be paid 75% by the Group and the Work Parties and 25% by the City. Each Work Party's share shall be based on each Party's allocation as determined by the waste-in allocation data base then in effect. The Group, Work Parties and the City shall make payments to the Financial Trustee within thirty (30) days of delivery of such written notice from the Group and City Trustees to make an indemnification payment. In the event any one or more Work Party fails to make timely payment of indemnification, the other

Work Parties shall be obligated to use good faith efforts to enforce this indemnification agreement. If within sixty (60) days of the Financial Trustee's demand for payment, such efforts are unsuccessful, the other Work Parties shall pay the Financial Trustee the deficit amount in accordance with the formula set forth above. The Group, the Work Parties and the City shall make payment promptly upon receipt of the Financial Trustee's demand. The Group and the Work Parties shall have contribution rights against Work Parties who have failed to make proper payment pursuant to this Section. Notwithstanding any other provision of this Agreement, the obligations of the Group, the Work Parties and the City, with respect to indemnification under this Section shall survive the termination or expiration of the Trust Fund and this Agreement and shall survive the resignation or removal of the Financial Trustee and appointment of a successor trustee hereunder.

4. Nothing in this Agreement shall foreclose the Financial Trustee from seeking legal redress from Seaboard Group II, the City and the Work Parties, if the Financial Trustee believes that such Parties have wrongfully denied a claim for indemnification.

VI. THE GROUP AND CITY TRUSTEES

A. The persons designated by the Seaboard Group II Executive Committee and the City as set forth in Appendix 1 hereto are hereby appointed the Group and City Trustees. The Group and the City Trustees hereby each contract, agree and covenant that they will execute the trust herein declared, created and constituted and will receive, manage and administer the Trust

Fund here and above described in the manner provided in this Trust Agreement. The Group and City Trustees each accept all of the terms of this Trust Agreement and shall each qualify by their execution hereof.

B. Number of Trustees. There shall be two (2) Group Trustees and one (1) City Trustee.

C. Compensation. The Group and City Trustees may be compensated by the Trust Fund for their time incurred in execution of their trust duties and shall be reimbursed for reasonable out-of-pocket expenses incurred in execution of their trust duties. The Seaboard Group II Executive Committee shall establish the rate of Compensation for the Group Trustees and the Group Trustees shall be paid from funds in the Group's sub-account(s) in the Trust. The City shall establish the rate of compensation for the City Trustee, and the City Trustee shall be paid from funds in the City's sub-account(s) in the Trust.

D. Powers and Duties of the Group and City Trustees. The Group and City Trustees shall see that the payments from the Trust Fund, other than for the winding up of the Fund, taxes imposed on the Trust Fund, or obligations imposed upon the Trust Fund pursuant to a writ or order of a court of competent jurisdiction, are strictly for purposes set forth herein or in any Consent Order, Settlement Agreement or similar arrangement, involving response actions at the Site.

The Group and City's Trustees shall develop a protocol for the approval of payments from the Trust Fund, which protocol shall first be approved by the Seaboard Group II Executive Committee and the City. The Group and City Trustees shall direct the Financial Trustee to make disbursements from the Trust Fund only if there is unanimous agreement among the Group and City Trustees with respect to such disbursement. In the event there is not unanimous agreement, the Group and City Trustees shall refer the action in question to the Executive Committee of Seaboard Group II and the City. After consultation, the Executive Committee and the City shall direct the Group and City Trustees with respect to the action to be taken. In the event that the Executive Committee and the City cannot agree with respect to such disbursement, the Group and the City shall employ the Dispute Resolution provisions in the Cost Sharing Agreement between Seaboard Group II and the City.

The powers and duties herein conferred on a Group and City Trustee shall be exercisable only in a fiduciary capacity, and such Trustee's exercise or nonexercise thereof in good faith shall be conclusive on all persons.

The Group and City Trustees may, with the prior approval respectively of the Seaboard Group II Executive Committee and the City, designate an agent to perform ministerial tasks to effectuate the purposes of this Trust Agreement and the De Minimis Consent Order.

E. Indemnification of Group and City Trustees. Each Group and City Trustee, whether initially named or appointed as successor Trustee, acts as a Trustee only and not

personally, and in respect of any contract, obligation or liability made or incurred by the Group and City Trustees or any of them hereunder in good faith, all persons shall look solely to the Fund and not the Trustees personally. The Group and City Trustees shall not incur any liability, personal or corporate, of any nature in connection with any act or omission made in good faith by the said Trustees in the administration of the Fund or otherwise pursuant to this Trust Agreement. The Trustees shall not be liable for their acts or omissions hereunder, except acts or omissions involving gross negligence, willful bad faith or reckless disregard of their duties under this Agreement. Each Trustee shall be liable only for his or her own acts, and not for the acts of prior Trustees, co-Trustees or successor Trustees. The Group and City Trustees initially named, appointed as successor Trustees, or appointed by a court, shall be indemnified and held harmless by the Fund and jointly and severally by Seaboard Group II, the Work Parties and the City. This indemnification and hold harmless provision shall cover all expenses reasonably incurred by such Trustee and in defense of the acts or omissions of the Trustees. This indemnification shall not apply to gross negligence, willful misconduct or to any liability arising from a criminal proceeding where the Group and City Trustee(s) had reasonable cause to believe that the conduct in question was unlawful. This section shall survive the termination of the Trust.

VII. CONTRIBUTIONS TO THE TRUST FUND

Payments by the De Minimis Settlers into the Trust Fund shall be in accordance with the Payment provisions set forth in the De Minimis Consent Order.

VIII. QUALIFIED SETTLEMENT FUND

It is intended that the Trust Fund satisfy the requirements of Treasury Regulation Section 1.468B-1 so as to be treated as a qualified settlement fund and that contributions to the Trust Fund established by the Trust Agreement should be currently deductible or capitalized by the De Minimis Settlers for federal income tax purposes. This Trust Fund is established for the principal purpose of resolving the liability of the De Minimis Settlers as provided in the De Minimis Consent Order. The Financial Trustee shall file, or cause to be filed, such documents as may be required as a result of the Trust Fund's status as qualified settlement fund. Each De Minimis Settlor shall timely forward to the Financial Trustee such taxpayer identification as may be necessary for the Trustee to provide tax information as required by law. In addition, each De Minimis Settlor must provide the statement described in Treasury Regulation Section 1.468B-3(e) by February 15 of the year following the calendar year in which the De Minimis Settlor made a contribution to the Trust Fund. Each De Minimis Settlor must also attach a copy of this statement to its timely filed income tax return for said taxable year.

IX. SUCCESSION OF FINANCIAL TRUSTEE

A. Vacancy Caused by Resignation or Removal. The Financial Trustee may resign at any time without cost or liability by delivering its resignation in writing to the Group and City Trustees. The Seaboard Group II Executive Committee and the City may remove the Financial Trustee at any time and from time to time for any reason in their sole discretion, by delivering

notice of such removal in writing to the Financial Trustee. Such resignation or removal will take effect thirty (30) days after delivery of the notice of resignation or removal or upon the acceptance of appointment in writing by a successor Financial Trustee, whichever is earlier.

B. Appointment of Successor Financial Trustee. Any vacancy in the office of Financial Trustee created by resignation or removal shall be filled by the Seaboard Group II Executive Committee and the City by an appointment in writing within thirty (30) days following the giving of all required notices of resignation.

C. Acceptance of Appointment of Successor Financial Trustee. Acceptance of appointment as a successor Financial Trustee shall be in writing and shall become effective upon receipt by the Seaboard Group II Executive Committee and the City of notice of such acceptance. Upon the acceptance of appointment of a successor Financial Trustee, title to the Trust Fund shall thereupon be vested in said successor Financial Trustee, without the necessity of any conveyance or instrument. The successor Financial Trustee shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Financial Trustee hereunder.

D. Preservation of Record of Changes in Financial Trustee. A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of the Trust Agreement in the custody of the Seaboard Group II Executive Committee, the City and the Group and City Trustees.

X. SUCCESSION OF GROUP AND CITY TRUSTEES

A. Vacancy Caused by Resignation or Removal. A Group or City Trustee may resign at any time without cost or liability by delivering its resignation respectively in writing to the Seaboard Group II Executive Committee or the City, as the case may be. The Executive Committee may remove a Group Trustee at any time and from time to time for any reason in their sole discretion, by delivering notice of such removal in writing to the Group Trustee. The City may remove a City Trustee at any time and from time to time for any reason in its sole discretion by delivering notice of such removal in writing to the City Trustee. Such resignation or removal will take effect thirty (30) days after delivery of the notice of resignation or removal or upon the acceptance of appointment in writing by a successor Group or City Trustee, whichever is earlier.

B. Appointment of Successor Group Trustee(s). Any vacancy in the office of Group Trustees created by resignation or removal shall be filled by the Seaboard Group II Executive Committee by an appointment in writing within thirty (30) days following the giving of all required notices of resignation or removal. Any vacancy in the office of City Trustee created by resignation or removal shall be filled by the City by an appointment in writing within thirty (30) days following the giving of all required notices of resignation or removal.

C. Acceptance of Appointment of Successor Group or City Trustee(s). Acceptance of appointment as a successor Group or City Trustee(s) shall be in writing and shall become

effective upon receipt respectively by the Executive Committee or the City of notice of such acceptance. The successor Group or City Trustee(s) shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Group or City Trustee(s) hereunder.

D. Preservation of Record of Changes in Group or City Trustees. A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of the Trust Agreement in the custody of the Seaboard Group II Executive Committee, the City and Group and City Trustee(s).

XI. TIME OF TERMINATION OF TRUST

This Trust shall terminate upon the latter of the Financial Trustee's receipt of written notice from the Division (or successor thereto) of satisfactory completion of remedial action at the Site or distribution of the Trust Fund pursuant to Section XII hereof. In no event, however, shall this Trust continue for a period in excess of twenty-one (21) years from the date of death of the last to die of the individuals signing this Agreement or their descendants who are living as of the date hereof.

XII. DISTRIBUTION OF FUND UPON TERMINATION

Upon termination of the Trust, or if the Seaboard Group II, all Work Parties and the City decline, fail or refuse to undertake response action demanded by the State of North Carolina, the

Group and City Trustees shall direct the Financial Trustee to liquidate the assets of the Trust Fund and thereupon distribute the remaining trust property, including all accrued accumulated and undistributed net income after payment of the fees and expenses incurred by the Trustees. Upon notification in writing by the Group and City Trustees that all outstanding liabilities, including any tax liability, have been paid, and upon order of the Director of the Division of Waste Management, the Financial Trustee shall distribute the remaining assets of the Trust Fund to the Division of Waste Management for response costs related to the Site.

XIII. SEVERABILITY

If any section to this Agreement, or portion thereof, shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of this Agreement, as a whole, or of any other section or portion thereof not so adjudged.

XIV. MODIFICATION

This Agreement may not be amended, altered or modified; provided, however, that upon approval by the City and the Seaboard Group II Executive Committee by written instrument duly executed by the Financial Trustee, the Group and City Trustees, the City and the Chairman of the Seaboard Group II Executive Committee, the administrative provisions of the Trust Fund may be

amended in a manner not inconsistent with the terms of the De Minimis Consent Order and the dispositive provisions of this Agreement.

XV. APPLICABLE LAW

The Trust created by this Agreement is a North Carolina Trust, and the Trust and this Agreement are to be governed and construed in accordance with the laws of the State of North Carolina.

XVI. INTERPRETATION

As used in this Agreement, words in the singular include the plural and words in the plural include the singular; the masculine and neuter genders shall be deemed to include the masculine, feminine and neuter. The descriptive heading for each Section and Subsection of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

XVII. COVENANT

The provisions hereof shall be binding upon the Seaboard Group II and each of its Members, the Work Parties, the City, the De Minimis Settlers, and the Trustees, their successors and assigns in interest, and all persons, firms, subsidiaries, and corporations acting for or on behalf of the parties named herein.

XVIII. IRREVOCABILITY

This Agreement shall not be revoked or terminated by any person, including the Group, the Work Parties, the City or their successors; provided, however, that the Group and the City may amend the administrative provisions of the Trust Fund in accordance with Section XIV of this Agreement.

XIX. EFFECTIVE DATE

This Agreement shall become effective upon the execution of this Agreement by the Financial Trustee, the Group and City Trustees, the De Minimis Settlers, the City and the Seaboard Group II through the Chairman of its Executive Committee.

XX. COUNTERPARTS OF AGREEMENT

This Agreement has been executed for the convenience of the parties hereto in counterparts signed by each of the parties, any one of which, for all purposes, shall be deemed to have the status of an executed original.

IN WITNESS WHEREOF, the Seaboard Group II hereby executes and agrees to the terms of the Trust Fund Agreement and specifically the indemnity provisions in Sections V.L. and VI.E. herein. The Seaboard Group II has caused this instrument to be executed by the Chairman of its Executive Committee who is authorized to sign on the Group's behalf.

The Seaboard Group II

By: _____
Signature

Title: Chairman, Seaboard Group II
Executive Committee
As Authorized by Vote of the
Members of the Seaboard Group II

Date of Signature: ____ / ____ / ____

Name (Print): _____

IN WITNESS WHEREOF, the City of High Point, North Carolina hereby executes and agrees to the terms of the Trust Fund Agreement and specifically the indemnity provisions in Section V.L. and VI.E herein.

The City of High Point

By: _____
Signature

Printed Name: _____

Title: _____

Date of Signature: _____

IN WITNESS WHEREOF, the undersigned Work Party hereby executes and agrees to the terms of the Trust Fund Agreement and specifically the indemnity provisions in Section V.L. and V.I.E. herein. The undersigned Work Party has caused this instrument to be executed by a person duly authorized to sign on its behalf.

Potentially Responsible Party (PRP) Name

By: _____
Authorized Signature

Date of Signature: _____ / _____ / _____

Name (Print):

Title: _____

Company/Firm Name: _____
(If different from PRP name)

Address: _____

Phone: _____ Fax: _____

Member Seaboard Group II? Yes: _____ No: _____

IN WITNESS WHEREOF, the undersigned De Minimis Settlor hereby executes and agrees to the terms of the Trust Fund Agreement. The undersigned De Minimis Settlor has caused this instrument to be executed by a person duly authorized to sign on its behalf.

Potentially Responsible Party (PRP) Name

By: _____
Authorized Signature

Date of Signature ____/____/____

Name (Print):
Title: _____

Company/Firm Name: _____
(If different from PRP name)
Address: _____

Phone: _____ Fax: _____

Member Seaboard Group II: Yes ___ No ___

Taxpayer Identification No.: _____

IRS District Office Address: _____

IN WITNESS WHEREOF, the undersigned Financial Trustee hereby executes and agrees to the terms of the Trust Fund Agreement. The undersigned Financial Trustee has caused this instrument to be executed by persons duly authorized to sign on its behalf.

Name of Trustee

By: _____
Authorized Signatory

Date of Signature ____ / ____ / ____

Name of Signatory Company

By: _____
Authorized Signatory

Date of Signature ____ / ____ / ____

Name of Signatory/Title

Company: _____
Address: _____

Phone: _____ Fax: _____

IN WITNESS WHEREOF, the undersigned Group Trustee hereby executes and agrees to the terms of the Trust Fund Agreement.

1. _____
Name of Group Trustee

By: _____
Authorized Signature

Date of Signature ____ / ____ / ____

Name (Print):

Title: _____

Company/Firm Name: _____

Address: _____

Phone: _____ Fax: _____

email address: _____

IN WITNESS WHEREOF, the undersigned Group Trustee hereby executes and agrees to the terms of the Trust Fund Agreement.

2. _____
Name of Group Trustee

By: _____
Authorized Signature

Date of Signature ____/____/____

Name (Print):

Title: _____

Company/Firm Name: _____

Address: _____

Phone: _____ Fax: _____

e-mail address: _____

IN WITNESS WHEREOF, the undersigned City Trustee hereby executes and agrees to the terms of the Trust Fund Agreement.

3. _____
Name of City Trustee

By: _____
Authorized Signature

Date of Signature ____ / ____ / ____

Name (Print):

Title: _____

Address: _____

Phone: _____ Fax: _____

email address: _____

APPENDIX 1

The following persons are appointed by the Seaboard Group II Executive Committee as Group Trustees pursuant to Section VI of the Trust Agreement:

1. _____
Name (Print): _____
Company Name: _____
Address: _____

Phone: _____ Fax: _____
email address: _____

2. _____
Name (Print): _____
Company Name: _____
Address: _____

Phone: _____ Fax: _____
email address: _____

The following person is appointed by the City of High Point as the City Trustee pursuant to Section VI of the Trust Agreement.

1. _____
Name (Print) _____
Address: _____

Phone: _____ Fax: _____
email address: _____