

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

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

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 Remedior 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 Remedior 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 Remedior 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:

Frank Brown  
Chairman, Executive Committee  
The Seaboard Group II  
Rexam, Inc.  
4201 Congress Street, Suite 340  
Charlotte, NC 28209

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.

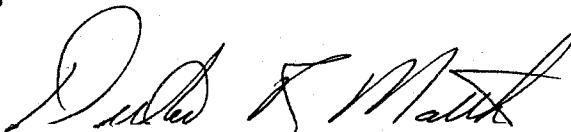
- E. Irrespective of whether any Settling Remediator is in violation of this Agreement, the Division may order a temporary or permanent halt to implementation of this Agreement if necessary to protect public health or the environment at or in the vicinity of the Site.
- F. Each Settling Remediator shall 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:

12 / 29 / 2008

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: Dexter R. Matthews

Title: Director, Division of Waste Management

Address: 1646 Mail Service Center, Raleigh, NC 27699-1646

Email Address:

Phone Number: (919) 508-8400

CITY OF HIGH POINT

By:

*Stib Boynton*

Date of Signature

*12 / 18 / 2008*

Name (Print):

*STIB BOYNTON*

Title:

*CITY MANAGER*

**"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:

*FRED P. BAGGETT*

Title:

*CITY ATTORNEY*

Address:

*P.O. 230*

*HIGH POINT NC 27261*

Email Address:

*fred.baggett@highpointnc.gov*

Phone Number:

*336-883-3301*

SEABOARD GROUP II

By:

*Frank C. Brown*  
Signature

Title:

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

Date of Signature:

*12 December 2008*

Name (Print):

*Frank C. Brown*

**“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: **Akzo Coatings, Inc. - Related Parties**

for itself and on behalf of: Reliance Universal (Akzo Coatings); Reliance Universal Inc. - High Point; Reliance Universal Inc. - Lenoir, NC; Reliance Universal Inc. - Roanoke, VA; United Steel Drum; Whittaker Corp. - Lenoir

By:

*Douglas W. Butler / Wyatt Ware*  
Signature

Date of Signature:

2 / Dec / 2008

Name (Print):

DOUGLAS W. BUTLER / Wyatt Ware

Title:

Sr. Enviro. Affairs Mgr. / V.P. Finance

Company/Firm Name:

Akzo Nobel Coatings Inc

Current Legal 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:

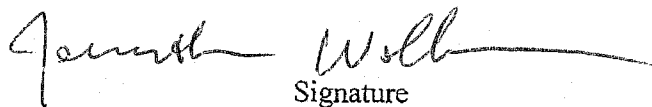
567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: American Woodmark Corp.

for itself and on behalf of:

By:

  
Signature

Date of Signature: 11 / 24 / 08

Name (Print): Jonathan Wolk

Title: Vice President + CFO

Company/Firm Name: American Woodmark Corporation  
Current Legal Name (if different from PRP name)

Address: 3102 Shawnee Drive  
Winchester VA 22601

Phone: 540 665 9363 Fax No. 540-665-9176

"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: Dan Anderson + Beth Rethenberg

Title: McGuirewoods LLP

Address: Bank of America Tower, 50 North Laura St.  
Suite 3000, Jacksonville, FL 32202-3661

Email Address: [erethenberg@mcguirewoods.com](mailto:erethenberg@mcguirewoods.com)

Phone Number: 904-798-2683

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WORK PARTY

Potentially Responsible Party (PRP) Name: **Ashland Chemical Co. - Reated Parties**

for itself and on behalf of: Ashland Chem. Co. - Charlotte, NC; Ashland Chem. Co. - Columbia, SC; Ashland Chem. Co. - Doraville, GA; Ashland Chem. Co. - Greensboro, NC; Ashland Chem. Co. - Greenville; Ashland Chem. Co. - Miami, FL; Ashland Chem. Co. - Raleigh, NC; Ashland Chem. Co. - Roanoke, VA; Ashland Chem. Co. - Savannah, GA; Ashland Chem. Co.

By:



Signature

Date of Signature: December / 10 / 2008

Name (Print): David M. Abner

Title: Senior Litigation Council

Company/Firm Name: Ashland Inc.  
Current Legal Name (if different from PRP name)

Address: 5200 Blazer Parkway

Dublin, OH 43017

Phone: (614) 790-1556 Fax No. (614) 790-4268

**"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: David M. Abner

Title: Senior Litigation Council

Address: 5200 Blazer Parkway

Dublin, OH 43017

Email Address: dmabner@ashland.com

Phone Number: (614) 790-1556

5076811

WORK PARTY

Potentially Responsible Party (PRP) Name: **BASF Corp. - Related Parties**

for itself and on behalf of: BASF Corp. - Anderson, SC; BASF Corp. Inmont Div. - Grand Rapids; BASF Corp.; BASF Wyandotte Corp. - Rensselaer, NY; BASF - Coating & Ink/Inmont - Morganton; Badische Corp.; Inmont Corporation

By:

Nan Bernardo

Signature

Date of Signature:

10 - 30 , 2008

Name (Print):

Nan Bernardo

Title:

Senior Environmental Counsel

Company/Firm Name:

BASF Corporation

Current Legal Name (if different from PRP name)

Address:

100 Campus Drive  
Florham Park, NJ 07932

Phone:

973-245-6050 Fax No. 973-245-6706

"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:

Nan Bernardo

Title:

Senior Environmental Counsel

Address:

BASF Corporation

100 Campus Drive, Florham Park, NJ

Email Address:

nan.bernardo@basf.com

07932

Phone Number:

973-245-6050

567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: Teva Pharmaceuticals USA, Inc.,  
formerly **Biocraft Laboratories, Inc.**

for itself and on behalf of:

By:

Kirsten E. Bauer  
Signature

Date of Signature: 11 / 20 / 2008

Name (Print): Kirsten E. Bauer

Title: Deputy General Counsel, Teva Pharmaceuticals USA, Inc.

Company/Firm Name: Teva Pharmaceuticals USA, Inc., formerly Biocraft Laboratories, Inc.  
Current Legal Name (if different from PRP name)

Address: 425 Privet Road, P.O. Box 1005  
Horsham, PA 19044-8005

Phone: 215-591-3000 Fax No. 215-591-8600

"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: Gail S. Port, Esq.

Title:

Proskauer Rose LLP  
Address: 1585 Broadway

New York, NY 10036

Email Address: gport@proskauer.com

Phone Number: 212-969-3243

567681v1

WORK PARTY

*BRENTAG*

Potentially Responsible Party (PRP) Name: **Brentag Southeast - Related Parties**

for itself and on behalf of: Southchem, Inc.; ~~W.C. Richards Co.~~; Worth: Worth Chemical;  
Worth Chemical Corporation - NC

By:

*David S. Robertson*

Signature

Date of Signature: 12 / 11 / 08

Name (Print): David S. Robertson

Title: VP Operations

Company/Firm Name: \_\_\_\_\_

Current Legal 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: Thomas Terp

Title: Counsel

Address: TAT STETTINIUS & HOLLISTER  
425 Walnut Street, Suite 1800  
Cincinnati OH 45202

Email Address: terp@tattlaw.com

Phone Number: 513-357-9354

567651V1

WORK PARTY

Potentially Responsible Party (PRP) Name: **Carolina Solvents, Inc. - Related Parties**

for itself and on behalf of: Carolina Solvents, Inc.; Timmerman Mfg

By: Jackie B. Yoder  
Signature

Date of Signature: 12 / 16 / 2008

Name (Print): JACKIE B. YODER

Title: CHEMIST / SAFETY COORDINATOR / OFFICE MANAGER

Company/Firm Name: CAROLINA SOLVENTS, INC  
Current Legal Name (if different from PRP name)

Address: 2274 1ST STREET SE  
HICKORY, NC 28602

Phone: 828-322-1920 Fax No. 828-322-6993

**"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: JACKIE B. YODER

Title: CHEMIST

Address: CAROLINA SOLVENTS, INC

PO Box 9206, Hickory, NC 28603

Email Address: jackie@carolinasolventsinc.com

Phone Number: 828-322-1920 EXT 103

567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: CHEM-MET SERVICES, INC  
for itself and on behalf of: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Date of Signature: 11 1 24 108

Name (Print): LARRY Mc NAMARA

Title: PRESIDENT

Company/Firm Name: PERMA-FIX OF MICHIGAN  
Current Legal Name (if different from PRP name) PERMA-FIX ENVIRONMENTAL

Address: 575 OAK RIDGE TRK, SUITE 200  
OAK RIDGE, TN 37830

Phone: (865) 813-1300 Fax No. (865) 813-1301

"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: GREGORY EDWARDS

Title: MANAGER, REMEDIATION SERVICES

Address: PERMA-FIX ENVIRONMENTAL  
575 OAK RIDGE TRK, SUITE 200  
OAK RIDGE, TN 37830

Email Address: GEDWARDS@PERMA-FIX.COM

Phone Number: (865) 368-3000



WORK PARTY

Potentially Responsible Party (PRP) Name: CHEMICAL CONSERVATION CORP  
for itself and on behalf of: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Date of Signature: \_\_\_\_\_

11 / 24 / 08

Name (Print):

LARRY McNAMARA

Title:

CHIEF OPERATING OFFICER / PRESIDENT

Company/Firm Name:

PERMA-FIX OF ORLANDO

Current Legal Name (if different from PRP name)

Address:

575 OAK RIDGE TPK, SUITE 200  
OAK RIDGE, TN 37830

Phone:

(865) 813-1300

Fax No.

(865) 813-1301

"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:

GREGORY EDWARDS

Title:

MANAGER, REMEDIATION SERVICES

Address:

PERMA-FIX ENVIRONMENTAL  
575 OAK RIDGE TPK, SUITE 200  
OAK RIDGE, TN 37830

Email Address:

GEDWARDS@PERMA-FIX.COM

Phone Number:

(865) 368-3000

WORK PARTY

Potentially Responsible Party (PRP) Name: **Conoco Inc - Related Parties**

for itself and on behalf of: Conoco, Inc.; Sherex-Conoco

By:

*Mark A. Abi*

Signature

Date of Signature:

11 / 21 / 2008

Name (Print):

Mark A. Abi

Title:

Manager, Legacy Issues

Company/Firm Name: CONOCOPHILLIPS COMPANY

Current Legal Name (if different from PRP name)

Address: 600 N. Dairy Ashford, Houston, TX 77079

Phone: 281-293-6952

Fax No. 281-293-3700

"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: Willette A. DuBose

Title: HS&E Legal Specialist

Address: 600 N. Dairy Ashford, ML 2119

Houston, TX 77079

Email Address: willette.a.dubose@conocophillips.com

Phone Number: 281-293-6952

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WORK PARTY

Potentially Responsible Party (PRP) Name: **Cookson Electronics - Related Parties**

for itself and on behalf of: Alpha Metals, Inc.; Federated-Fry Metals

By:

*Jack Wagner*

Signature

Date of Signature:

12 / 10 / 2008 - DEC. 10, 2008

Name (Print):

JACK WAGNER

Title:

Environmental, Health & Safety Mgr.

Company/Firm Name:

Current Legal Name (if different from PRP name)

Address:

4100 6<sup>th</sup> Ave

Altoona Pa 16602

Phone:

814 941 1697

Fax No.

814 943 1306

"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:

Jack Wagner

Title:

Environmental, Health & Safety Manager

Address:

4100 6<sup>th</sup> Ave.

Altoona Pa 16602

Email Address:

JWagner@COOKSONELECTRONICS.COM

Phone Number:

814 941 1697

567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: *Electro-Tec Corp. - Related Parties*

for itself and on behalf of: Moog Inc.

By:

*Larry Ball*  
Signature

Date of Signature: *11 / 14 / 2008*

Name (Print): *Larry Ball*

Title: *Vice-President*

Company/Firm Name: *Moog Inc.*  
Current Legal Name (if different from PRP name)

Address: *1213 North Main St.*  
*Blacksburg VA 24060*

Phone: *540-552-3011*

Fax No. *540-953-4780*

**"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: *Dave Bauchat*

Title: *Corp. Env. Mgr.*

Address: *Jamison Rd, Plant 3B*  
*East Aurora, NY 14052*

Email Address: *dbauchat@moog.com*

Phone Number: *716-687-4209*

Remedial  
Action  
Settlement Agreement

WORK PARTY

Potentially Responsible Party (PRP) Name: Environmental Enterprises Inc  
for itself and on behalf of: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Date of Signature: 11 / 28 / 08

Name (Print): Daniel McCabe

Title: President

Company/Firm Name: \_\_\_\_\_

Current Legal Name (if different from PRP name) \_\_\_\_\_

Address: 10163 Cincinnati-Dayton Rd  
Cincinnati Ohio 45241

Phone: (513) 772-2818 Fax No. 513-782-8950

"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: Daniel McCabe

Title: President

Address: 10163 Cincinnati Dayton Rd  
Cincinnati Ohio 45241

Email Address: dmccabe@ecienv.com

Phone Number: (513) 772-2818

WORK PARTY

Potentially Responsible Party (PRP) Name: Exxon Mobil Corporation - Related Parties

for itself and on behalf of: Exxon Company USA - Creve, VA; Exxon Company USA - Petersburg, VA; Exxon Company USA - Roanoke; Exxon Corp. - Richmond, VA; Mobil (Joliet); Mobil Chemical Co.; Mobil Corp.

By:

*Robert W. Jackson*

Signature

Date of Signature:

12 / 19 / 2008

Name (Print):

Robert W. Jackson

Title:

Area Manager, Agent and Attorney in Fact

Company/Firm Name:

ExxonMobil Environmental Services Company

Current Legal Name (if different from PRP name)

Address:

3225 Gallows Rd.

Fairfax, VA 22037

Phone:

703-846-6032

Fax No.

703-846-5227

"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:

D.R. Roberson

Title:

Project Manager

Address:

de maximis, inc.

2203 Timberloch Pl. #213, The Woodlands, TX 77380

Email Address:

dave @ de maximis . com

Phone Number:

281-363-8733

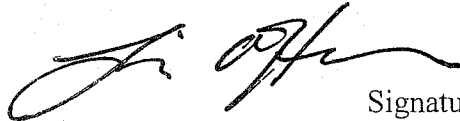
567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: **General Electric Co. - Related Parties**

for itself and on behalf of: G.E. Industrial Sales & Serv., Baltimore; G.E. Medical Systems - New Berlin; G.E. Microelectronics; General Electric Ceramics; General Electric Co.; General Electric Co. - Columbia, MD; General Electric Co. - Daytona Beach; General Electric Co. - Florence, SC; General Electric Co. - Goldsboro, NC; General Electric Co. - Hickory, NC; General Electric Co. - Lynchburg, VA; General Electric Co. - Plymouth, FL; General Electric Co. - Roanoke, VA; General Electric Co. - Somerset Clas; General Electric Co. (Serv. Shop) - ROA; RCA Corp

By:



Signature

Date of Signature:

07 / Nov / 2008

Name (Print):

Lisa A Hamilton

Title:

Manager, GECEP, MidAtlantic/SE/Western Regions

Company/Firm Name:

General Electric Co.

Current Legal Name (if different from PRP name)

Address:

640 Freedom Business Ctr  
King of Prussia PA 19406

Phone:

610-992-7085

Fax No.

610-992-7098

"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:

Lance Hauer

Title:

Project Manager

Address:

GE CEP

640 Freedom Business Ctr, King of Prussia PA 19406

Email Address:

Lance.Hauer@GE.com

Phone Number:

610-992-7972

567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: **Huntsman Chemical Corp.**

for itself and on behalf of:

By:



Signature

Date of Signature: 11 / 12 / 2008

Name (Print): MICHAEL J. KERN

Title: SENIOR VP EHS

Company/Firm Name: HUNTSMAN CORP.  
Current Legal Name (if different from PRP name)

Address: 8600 GOSLING ROAD  
THE WOODLANDS, TX 77381

Phone: 281-719-3000 Fax No. 281-719-3050

**"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: DAVID NUTT

Title: HUNTSMAN CORP.

Address: 8600 GOSLING ROAD  
THE WOODLANDS, TX 77381

Email Address: david\_nutt@huntsman.com

Phone Number: 281-719-3001

567681v1



WORK PARTY

Potentially Responsible Party (PRP) Name: Litton Polyscientific - Related Parties

for itself and on behalf of: Moog Inc.

By:

Larry Ball

Signature

Date of Signature: 11 / 14 / 2008

Name (Print): Larry Ball

Title: Vice-President

Company/Firm Name: Moog Inc.  
Current Legal Name (if different from PRP name)

Address: 1213 North Main St.  
Blacksburg VA 24060

Phone: 540-552-3011

Fax No. 540-953-4780

**"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: Dave Baucht

Title: Corp. Env. Mgr.

Address: Tamison Rd, Plant 3B  
East Aurora NY 14052

Email Address: dbaucht@moog.com

Phone Number: 716-687-4209

WORK PARTY

Potentially Responsible Party (PRP) Name: Marsh Furniture Co.

for itself and on behalf of:

By:

*W. Terry Dickey*  
Signature

Date of Signature:

11 / 24 / 2008

Name (Print):

W. TERRY DICKEY

Title:

PRESIDENT/CEO

Company/Firm Name:

Current Legal Name (if different from PRP name)

Address:

1001 S. Centennial St., P.O. Box 870  
High Point NC 27261

Phone: 336 884-7363

Fax No. 336 884-0883

"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:

Bruce Braswell

Title:

Regulatory Compliance Manager

Address:

Same

Email Address:

bbraswell@marshfurniture.com

Phone Number:

336-819-4035

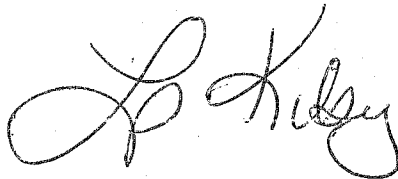
567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: **NEPTCO, Inc.**

for itself and on behalf of:

By:



Signature

Date of Signature: 11 / 21 / 2008

Name (Print): Lois Kilsey

Title: Vice President of Operations

Company/Firm Name: NEPTCO Incorporated  
Current Legal Name (if different from PRP name)

Address: 30 Hamlet Street  
Pawtucket, RI 02861

Phone: (401) 722-5500 Fax No. (401) 725-9962

**"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: CONOR RYAN

Title: Regulatory Engineer

Address: 30 Hamlet Street  
Pawtucket, RI 02861

Email Address: CRYAN@NEPTCO.COM

Phone Number: (401) 722-5500 x 1303

567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: **Rexam Corp. - Related Parties**

for itself and on behalf of: Rexam Corp. - Lancaster, SC; Rexam Corp. - Matthews, NC; Rexam Corp. - Sarasota, FL;  
Rexam Corp.; Rexam Corp. - Charlotte, NC; Rexam Corp. - Greensboro, NC

By:

*Frank C Brown*  
Signature

Date of Signature:

1 / Nov / 2008

Name (Print):

Frank C Brown

Title:

President

Company/Firm Name:

Rexam Inc

Current Legal Name (if different from PRP name)

Address:

4201 Congress St. Ste 340

Charlotte NC 28209

Phone:

704 551 1520

Fax No.

704-551-1572

**"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:

Frank C Brown

Title:

President

Address:

4201 Congress St. Ste 340

Charlotte NC 28209

Email Address:

frank.brown @ rexam .com

Phone Number:

704 551 1520

567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: **Rockwell International - Related Parties**

for itself and on behalf of: Allen-Bradley; Allen-Bradley Co. - Dublin, GA; Allen-Bradley Co. - Greensboro, NC; Allen-Bradley Co. - Milwaukee, WI; Reliance Electric Co. (Reliance Elec.); Lorain Prod/Div. of Reliance (Reliance Elec.); R-Tec Systems (Reliance Electric); Toledo Scale Corp. (Reliance Elec.); Rockwell International

By:

*Gary Ballesteros*  
Signature

Date of Signature:

11 / 12 / 08

Name (Print):

GARY BALLESTEROS

Title: VP Law

Company/Firm Name: ROCKWELL AUTOMATION, INC.  
Current Legal Name (if different from PRP name)

Address:

1201 SOUTH SECOND ST.

MILWAUKEE WI 53204

Phone: 414.382.2000

Fax No. 414.382.3900

**"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: TROY PFAFF

Title: MANAGER, ENVIRONMENTAL

Address: 1201 SOUTH SECOND ST.

MILWAUKEE WI 53204

Email Address: TMPFAFF@RA.ROCKWELL.COM

Phone Number: 414.382.5664

567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: **Sandoz Chemical Corp. - Related Parties**

for itself and on behalf of: Sandoz Chemical Corp.; Sandoz Martin Works

By:

*C. S. Barnard*

Signature

Date of Signature: 12 / 11 / 2008

Name (Print): C. S. Barnard

Title: Sr. Vice President - Legal

Company/Firm Name: Clariant Corporation  
Current Legal Name (if different from PRP name)

Address: 4000 Monroe Road  
Charlotte NC 28205

Phone: 704-331-~~7000~~ Fax No. 704-377-1063

**"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: Erin Russell

Title: Asst. General Counsel

Address: 4000 Monroe Road  
Charlotte NC 28205

Email Address: erin.russell@clariant.com

Phone Number: 704-331-7059

567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: **Valspar/Lilly - Related Parties**

for itself and on behalf of: Lilly Company, The; Lilly Drum Reconditioning; Guardsman Chemical/Lilly Industries; Valspar Corp.

By:

*Ronda Bayer, Associate General Counsel*  
Signature

Date of Signature:

12 / 2 / 2008

Name (Print):

Ronda Bayer

Title: Associate General Counsel

Company/Firm Name: The Valspar Corporation  
Current Legal Name (if different from PRP name)

Address: 1101 South Third Street

Minneapolis, MN 55415

Phone: 612-735-7306

Fax No. 612-375-7313

**"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: Ronda Bayer

Title: Associate General Counsel

Address: 1101 South Third Street

Minneapolis, MN 55415

Email Address: rbayer@valspar.com

Phone Number: 612-375-7306

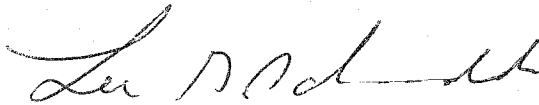
567681v1

WORK PARTY

Potentially Responsible Party (PRP) Name: **Walt Dis. World c/o Reedy Creek Ult. Co.**

for itself and on behalf of:

By:



Signature

Date of Signature: 12 / 12 / 2008

Name (Print): Lee Schmudde

Title: Vice President

Company/Firm Name: Walt Disney World Co.  
Current Legal Name (if different from PRP name)

Address: P.O. Box 10,000  
Lake Buena Vista, FL 32830

Phone: 407-828-1723 Fax No. 407-828-4311

**"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: Armando Rodriguez

Title: Director

Address: P.O. Box 10,000  
Lake Buena Vista, FL 32830

Email Address: [armando.rodriiguez@disney.com](mailto:armando.rodriiguez@disney.com)

Phone Number: 407-824-7486

567681v1



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

**Appendix A  
Declaration & Order**

**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 Corporation; Brenntag North America, Inc.; Carolina Solvents, Inc.; Clariant Corporation; ConocoPhillips Company; Exxon Mobil Corporation; General Electric Company; Huntsman Corp.; NEPTCO Inc.; Rexam Inc.; Rockwell Automation, Inc.; Teva Pharmaceuticals USA, Inc.; The 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, 1,1,1-trichloroethane, 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.

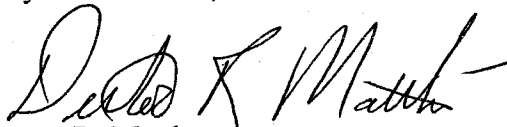
- H. While this Declaration and Order is in effect, Division personnel and their representatives may, in addition to exercising any related legal rights, enter the Site without notice at all times and, while present, review the progress of activities required by this Declaration and Order; conduct such 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 29 day of December, 2008.

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 30<sup>th</sup> 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**



Appendix C  
Aerial Photograph of Site



Yellow Lines Are Property  
Tax Parcel Lines



500 FT

SOURCE: GUILFORD COUNTY GIS



ERM NC, PC

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**

**List of Settling Work Parties**

## Appendix D

### Settling Work Parties

#### Current Legal Name

Akzo Nobel Coatings Inc.

#### PRP Name

For: Akzo Coatings, Inc. - Related Parties  
Reliance Universal (Akzo Coatings)  
Reliance Universal Inc. - High Point  
Reliance Universal Inc. - Lenoir, NC  
Reliance Universal Inc. - Roanoke, VA  
United Steel Drum  
Whittaker Corp. - Lenoir

American Woodmark Corporation  
Ashland Inc.

For: American Woodmark Corp.  
For: Ashland Chemical Co. - Related Parties  
Ashland Chem. Co. - Charlotte, NC  
Ashland Chem. Co. - Columbia, SC  
Ashland Chem. Co. - Doraville, GA  
Ashland Chem. Co. - Greensboro, NC  
Ashland Chem. Co. - Greenville  
Ashland Chem. Co. - Miami, FL  
Ashland Chem. Co. - Raleigh, NC  
Ashland Chem. Co. - Roanoke, VA  
Ashland Chem. Co. - Savannah, GA  
Ashland Chem. Co.

BASF Corporation

For: BASF Corp. - Related Parties  
BASF Corp. - Anderson, SC  
BASF Corp. Inmont Div. - Grand Rapids  
BASF Corp.  
BASF Wyandotte Corp. - Rensselaer, NY  
BASF - Coating & Ink/Inmont - Morganton  
Badische Corp.  
Inmont Corporation

Teva Pharmaceuticals USA, Inc.  
Brenntag North America, Inc.

For: Biocraft Laboratories, Inc.  
For: Brenntag Southeast - Related Parties  
Southchem, Inc.  
Worth  
Worth Chemical  
Worth Chemical Corporation - NC

**Current Legal Name**

Carolina Solvents, Inc.

Perma-Fix of Michigan

Perma-Fix of Orlando

ConocoPhillips Company

Cookson Electronics

Moog Inc.

Environmental Enterprises, Inc.

Exxon Mobil Environmental Services Company

General Electric Co.

**PRP Name**

For: Carolina Solvents - Related Parties

Carolina Solvents, Inc.

Timmerman Mfg.

For: Chem-Met Services, Inc

For: Chemical Conservation Corp

For: Conoco Inc - Related Parties

Conoco, Inc.

Sherex-Conoco

For: Cookson Electronics - Related Parties

Alpha Metals, Inc.

Federated-Fry Metals

For: Electro-Tec Corp. - Related Parties

Electro-Tec Corp.

KDI Electro-Tec Corp.

For: Environmental Enterprises, Inc.

For: Exxon Mobil Corporation - Related Parties

Exxon Company USA - Crewe, VA

Exxon Company USA - Petersburg, VA

Exxon Company USA - Roanoke

Exxon Corp. - Richmond, VA

Mobil (Joliet)

Mobil Chemical Co.

Mobil Corp.

For: General Electric Co. - Related Parties

G.E. Industrial Sales & Serv., Baltimore

G.E. Medical Systems - New Berlin

G.E. Microelectronics

General Electric Ceramics

General Electric Co.

General Electric Co. - Columbia, MD

General Electric Co. - Daytona Beach

General Electric Co. - Florence, SC

General Electric Co. - Goldsboro, NC

General Electric Co. - Hickory, NC

General Electric Co. - Lynchburg, VA

## Current Legal Name

## PRP Name

Huntsman Corp.  
Moog Inc.

For: General Electric Co. - Plymouth, FL  
General Electric Co. - Roanoke, VA  
General Electric Co. - Somerset Clas  
General Electric Co. (Serv. Shop) - ROA  
RCA Corp.  
For: Huntsman Chemical Corp.  
For: Litton Polyscientific - Related Parties  
Litton Poly-Scientific  
Poly-Scientific

Marsh Furniture Co.  
NEPTCO Incorporated  
Rexam Inc.

For: Marsh Furniture Co.  
For: NEPTCO, Inc.  
For: Rexam Corp. - Related Parties  
Rexam Corp. - Lancaster, SC  
Rexam Corp. - Matthews, NC  
Rexam Corp. - Sarasota, FL  
Rexam Corp.  
Rexam Corp. - Charlotte, NC  
Rexam Corp. - Greensboro, NC

Rockwell Automation, Inc.

For: Rockwell International - Related Parties  
Allen-Bradley  
Allen-Bradley Co. - Dublin, GA  
Allen-Bradley Co. - Greensboro, NC  
Allen-Bradley Co. - Milwaukee, WI  
Reliance Electric Co. (Reliance Elec.)  
Lorain Prod/Div. of Reliance (Reliance Elec.)  
R-Tec Systems (Reliance Electric)  
Toledo Scale Corp. (Reliance Elec.)  
Rockwell International

Clariant Corporation

For: Sandoz Chemical Corp. - Related Parties  
Sandoz Chemical Corp.  
Sandoz Martin Works

The Valspar Corporation

For: Valspar/Lilly - Related Parties  
Lilly Company, The  
Lilly Drum Reconditioning  
Guardsman Chemical/Lilly Industries  
Valspar Corp.

Walt Disney World Co.

For: Walt Disney World / Reedy Creek Ult. Co