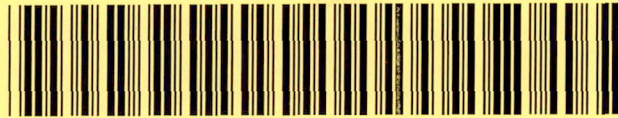


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DocumentID NONCD0002532

Site Name STAPLES, L.P.

DocumentType Correspondence (C)

RptSegment 1

DocDate 8/13/1996

DocRcvd 2/20/2007

Box SF1236

AccessLevel PUBLIC

Division WASTE MANAGEMENT

Section SUPERFUND

Program IHS (IHS)

DocCat FACILITY



13491

State of North Carolina

Department of Justice

MICHAEL F. EASLEY
ATTORNEY GENERAL

P. O. BOX 629
RALEIGH
27602-0629

Reply to:

Paul Gormley
Environmental Division
Telephone (919) 733-7247
FAX: (919) 733-0791

MEMORANDUM

TO: John Nantz
Guilford County

FROM: Paul Gormley *PG*

DATE: August 13, 1996

RE: Responsible Parties at the Staples Site, 105 Ragsdale Road, Jamestown, Guilford County, NC

RECEIVED/EHNR
DEM. GROUND WATER SEC.
96 AUG 14 PM 1:34

This memorandum is in response to your memo seeking advice on responsibility for soil contamination at the above-referenced site. It has not been reviewed and approved in accordance with procedures for issuing an Attorney General's opinion.

Your office has provided the following information:

- (1) On June 20, 1966, M.E. and R.E. Powers purchased the property.
- (2) On December 19, 1967, they deeded the property to Powers Wire Products, aka Power-Line Sales, Inc., aka Power Line Fastening Systems, Inc., aka Fastening Liquidation, Inc.
- (3) May 31, 1986: property deeded to Spenax Corporation.
- (4) April 28, 1987: property deeded to Jaygee Realty Company and Efbe Realty Company
- (5) April 28, 1987: the Realty Co's leased the property to Spenax Corp.
- (6) December 30, 1988: Spenax Corporation assigned its rights to Staples, L.P. The general partner of Staples, L.P. is Staples, Inc. The limited partners are Robert Coulter and David Greene.



According to the documentation provided by Guilford County, the building on the property was constructed in 1967. There is no information indicating that there were hazardous substances brought on the site until that time. Apart from the date when the building was constructed, there is no information concerning the dates of discharges.

Based on this information, there are several potentially responsible parties (RPs) at the Staples¹ site. Please keep in mind that this memorandum assumes that all the information provided is correct.

Initially, the Oil Pollution and Hazardous Substances Control Act (OPHSCA or the Act) provides that "[a]ny person having control over oil or other hazardous substances discharged in violation of this Article shall immediately undertake to collect and remove the discharge and to restore the area affected by the discharge" N.C. Gen. Stat. § 143-215.84(a). Therefore, in order to be an RP for the purposes of this Act, the crucial inquiry is whether the person² in question has "control" over the substance.³ The Act provides that "'having control over oil or other hazardous substances' shall mean, but shall not be limited to, any person, using, transferring, storing, or transporting oil or other hazardous substances immediately prior to a discharge of such oil or other hazardous substances onto the land or into the waters of the State, and specifically shall include carriers and bailees" N.C. Gen. Stat. § 143-215.77(5).

OPHSCA provides some exceptions that do not apply under the facts presented. For example, while there is an exemption for certain owners of land on which an UST is located, that exemption does not apply in this situation because tanks are not involved.

¹ Note that throughout the agency's files, and in the Complaint filed against Staples, L.P., the limited partnership and the general partner are identified as "Staples." However, because of the letter in the file from the national office supply store chain named Staples, Inc., this office conducted a brief investigation into the correct name. The result of this investigation is that there is an Indiana limited partnership named Staples, L.P. The general partner, however, is named Staplers, Inc. Please see attached page with further information on these entities.

² For the purposes of OPHSCA, a "'person' shall mean any and all natural persons, firms, partnerships, associations, public or private institutions, municipalities or political subdivisions, governmental agencies, or private or public corporations organized or existing under the laws of this State or any other state or country." N.C. Gen. Stat. § 143-215.77(13).

³ Note that a similar analysis would apply in the context of violations of the 2L standards. For example, the 2L Rules provide that "[a]ny person conducting or controlling an activity which results in the discharge of a waste or hazardous substance or oil to the groundwaters of the State, or in proximity thereto, shall take immediate action to terminate and control the discharge, mitigate any hazards resulting from exposure to the pollutants and notify the Division of the discharge." N.C. Admin. Code tit.15A, r. 0106(b).

However, there are several exemptions that may apply to the Staples site. Specifically, N.C. Gen. Stat. § 143-215.83(b) provides that certain types of discharges are exempt even if a party is "in control." This section exempts those discharges authorized by an existing rule of the EMC and those discharges caused by any of the following: an act of god; an act of war or sabotage; negligence on the part of the United States government, the State government, or its political subdivisions; an act or omission of a third party, whether or not the act or omission was negligent; or those acts or omissions by or at the direction of a law-enforcement officer or fireman. While there is no evidence indicating these defenses are applicable in this case, it is important to be aware that those the State determines to be RP's may argue that the defenses apply.

I Property Owners

One class of person having control over the substance is the owner of the property on which the substances are located. First, this is the ordinary meaning of the Act because if one owns property, one has control over what is located on that property. The North Carolina Court of Appeals has noted that for purposes of OPHSCA certain events can indicate that a party has had control over oil or other hazardous substances. In this UST case, the Court stated that "[t]hese events are owning property in which USTs are buried, owning the USTs, or delivering gasoline into USTs which [the party] did not own." *Jordan v. Foust Oil Co.*, 116 N.C. App. 155, 166 (1994) (emphasis added) (citing *Wilson v. McLeod Oil Co.*, 327 N.C. 491, 514 (1994)).

Therefore, anyone who owned the property at the time of a discharge of hazardous substances is a potential RP under OPHSCA. According to ENSCI's Phase I Environmental Evaluation (the Phase I), the building on the property was constructed in 1967. Phase I, p.8. Depending on the date of discharge, any of the property owners since that time may be RPs. The first of these would include M.E. and R.E. Powers, who purchased the property on June 20, 1966.

The subsequent owner, Powers Wire Products, bought the property in December, 1967, and sold it in May, 1986. This owner and its successor corporations clearly held title to the property during the time hazardous substances were used at the site. If hazardous wastes were discharged during this time, then Powers could be an RP. Similarly, Spenax Corporation owned the site from May 31, 1986 to April 28, 1987 and is a potentially responsible party.⁴

⁴ Note that in the Complaint for the lawsuit between the realty companies and Staples, the realty companies allege that Spenax has been dissolved. Even if Spenax is dissolved, however, the North Carolina legislature has provided that a dissolved corporation continues its corporate existence. N.C. Gen. Stat. § 55-14-05(a). That statute specifically provides that "[d]issolution of

Finally, Jaygee Realty Company and Efbe Realty Company are the current owners of the property.⁵ Although these owners claim never to have operated the facility, if they owned the property at the time of a discharge then Jordan would allow a court to find that they had control over the hazardous substances. Furthermore, the lease between the current owners and Spenax might supply additional evidence as to whether the realty companies had control over the site when Spenax operated. For this reason, the agency should investigate the lease relationship further.

II Facility operators

Operators present another class of person with control over the hazardous substances because they "use" or "store" the substances. N.C. Gen. Stat. § 143-215.77(5). It is clear from the statute, and from North Carolina cases, that the person who actually runs the facility has control over the hazardous substances. Therefore, unless these persons fall within one of the exceptions discussed supra, they may be liable under OPHSCA.

For example, if a discharge occurred when M.E. and R.E. Powers operated the site then they may be RPs. Similarly, Powers Wire Products, Power-Line Sales, Inc., Power Line Fastening Systems, Inc., Fastening Liquidation, Inc., Spenax Corporation and Staples, L.P. appear to have operated the facility. If they operated it at a time when there was a discharge, then they could be RPs. Finally, notwithstanding Jaygee Realty Company's and Efbe Realty Company's claims that they never operated the site, the State may wish to investigate to determine whether they participated in the operation of the facility. If so, they may have control over the substances independent of their ownership interest in the property and might be RPs.

III Individual liability

Furthermore, the individual partners and corporate officers who had control over activities at the site could be liable under OPHSCA. As the North Carolina Supreme Court noted, "[b]y defining 'person' to include individuals as well as companies, the legislature provided for individual as well as corporate liability for those who had 'control' over the source of the contamination." Wilson v. McLeod Oil Co, 327 N.C. 491, 519 (1990). The Court stated

a corporation does not ...[p]revent commencement of a proceeding by or against the corporation in its corporate name." N.C. Gen. Stat. § 55-14-05(b)(5). See also, North Carolina v. Peele, 876 F. Supp. 733 (E.D.N.C. 1995). Furthermore, the State may be able to collect the assets distributed to the shareholders in the dissolved corporation. Peele, 876 F. Supp. 733.

⁵ The agency treats these two realty companies as one entity. However, it appears from the deed and from the Complaint in the lawsuit that they are separate companies.

that "the evidence that [the officer] arranged the contracts, oversaw the business dealings, and personally participated in the activities surrounding the delivery and sale of gasoline ...permits a reasonable inference that [the officer] had 'control' over the gasoline" Id. Therefore, to the extent that the individual corporate officers or partners controlled the activities at the site, they could be RPs under OPHSCA.

If the agency wishes to pursue the corporate officers as RPs, it must investigate which corporate officers and other individuals participated in running the facility. Specifically, the agency must determine whether F.B. Nance or W.M. McPherson of Powers Wire Products (and its successor corporations) exerted individual control over the facility. The agency might wish to do the same for Robert J. Coulter and David E. Greene of Spenax, Staples, L.P. and Staples, Inc. Finally, the Complaint for the lawsuit between the realty companies and Staples alleges that a Robert Kassing is very involved with Staples, Inc. The agency may want to determine the extent of Mr. Kassing's involvement in the facility.

IV Successors in interest

According to the information provided, Powers Wire Products is also known as Power-Line Sales, Inc, Power Line Fastening Systems, Inc., and Fastening Liquidation, Inc. It appears that these are several names for what may be the same corporation. The name of the corporation at present is Fastening Liquidation, Inc., and the address of its registered agent is attached to this memo.

If these alternate names reflect mere corporate name changes, then there should be no effect on the liability of a company that has control over hazardous substances. Therefore, if the corporation is liable under any of its names, it is liable as Fastening Liquidation, Inc.

However, if it wishes to hold Fastening Liquidation, Inc., liable for a discharge that occurred while the corporation had control over the hazardous substances while it existed under a prior name, then the agency must do some further investigation. Specifically, the agency must determine whether the company has merely changed its name, or has instead been sold to or acquired by other companies. If there is something more than a name change, then the subsequent corporations may still be liable under other legal theories, such as that discussed in the next section.

V Assignees

Assignees of the rights of those having control over the hazardous substances at the time of a discharge may be RPs. In the context of a corporation selling its assets to another corporation, the North Carolina Court of Appeals has stated the general rule that a corporation which purchases all, or substantially all, of the assets of another corporation is generally not liable for the old corporation's debts or liabilities. Bryant v. Adams, 116 N.C. App. 448, 462, *review denied*, 339 N.C. 736 (1994). However, there is an exception to that rule "where the purchasing corporation is a 'mere continuation' of the selling corporation in that the purchasing corporation has some of the same shareholders, directors, and officers." Id. (emphasis added). The Court noted that some factors to consider when evaluating whether a new corporation is a 'mere continuation' of another include whether there was inadequate consideration for the purchase and whether the transaction lacks some elements of a good faith purchase for value. Id.

Additionally, the United States Court of Appeals for the Fourth Circuit has addressed whether CERCLA liability attaches to a successor corporation. United States v. Carolina Transformer, 978 F.2d 832, 23 ELR 20365 (4th Cir. 1992). In that case, the Court applied federal common law and noted that there are several ways in which a corporation can assume the liabilities of a predecessor. One way is for the new corporation to be a 'mere continuation' of the older corporation. The Court stated that the new corporation will be a 'mere continuation' if there is continuity of enterprise from one corporation to the next. Id., 23 ELR at 20367. In order to evaluate whether there is continuity of enterprise, a court must look at a series of factors, including: whether the employees of the two corporations are essentially the same; whether supervisory personnel remain the same; whether the corporations used the same production facilities in the same location; whether the companies produce the same product; whether they retain the same name; whether there is continuity of assets; whether there is continuity of general business operations; and whether the new corporation holds itself out as a continuation of the previous enterprise. Id.⁶ Applying these factors, the Court found the successor corporation to be liable.

While the courts have applied these tests to transactions involving sale of assets from one corporation to another, it would seem reasonable to apply a similar test to a transaction involving the assignment of a corporation's rights to a partnership. See, e.g., Heather Hills Home Owners Ass'n v. Carolina Custom Dev. Co., 100 N.C. App 263 (1990) *cert. denied* 327 N.C. 634 (applying the 'mere continuation' rule where a corporation sold its assets to a partnership). However, it is important to note that the North Carolina Supreme Court refused to apply the rule in the reverse situation, where a partnership transferred its assets to a corporation. Pendergrass v. Card Case, Inc., 333 N.C. 233 (1993). In that case the Court seemed to focus on the entity that

⁶ Without expressly stating that this was a factor, the Court also looked at whether the corporations had the same customers. Id. 23 ELR at 20368.

transferred its rights, the partnership. Id. at 240. The Court felt that the 'mere continuation' doctrine existed because "[i]f all the assets of a corporation are transferred, a claim against the transferring corporation might be worthless. When a partnership transfers its assets, the partners remain liable." Id. Because the Staples site involves a corporation that has transferred its assets to a partnership, thus implicating the Court's concern that the transferring corporation might be unreachable, the mere continuation rule will apply.

Following that rule, it would appear that Staples, L.P., to whom Spenax Corporation assigned its rights, may be found to be a mere continuation of Spenax Corporation. First, the two limited partners in Staples, L.P. are the same as the two shareholders in Spenax Corporation. Second, looking at the factors listed in Carolina Transformer, the facts provided indicate that Staples, L.P. continued the business of Spenax. However, this is something that the agency should investigate further. Also, the agency should try to locate any document that purports to assign the rights of Spenax to Staples, L.P. If Spenax had control at the time of a discharge, and if Staples, L.P. is a mere continuation of Spenax, then Staples, L.P. will be liable.⁷

VI General Partners

The general partner in Staples, L.P. is Staple, Inc. Pursuant to N.C. Gen. Stat. § 59-403, general partners are subject to the same liabilities as a partner in a traditional partnership. Turning to N.C. Gen. Stat. § 59-45, in a traditional partnership "[a]ll partners are jointly and severally liable for the acts and obligations of the partnership." Therefore, if the State determines that Staples, L.P., is a responsible party, then Staples, Inc., should also be responsible because it is liable for the acts and obligations of the partnership.

VII Conclusion

At this site, there are numerous potential RPs. However, the agency must do some further investigation. First, the agency should ascertain when discharges of hazardous substances occurred. It is at these times that liability will attach to the various persons having control over the facility. Second, the agency could investigate what individuals might be personally liable. A good starting point in this regard would be to contact the former employees as suggested by the realty companies' attorney in his letter. Third, the agency should determine if the various name changes discussed in Section IV of this memorandum indicate a sale or acquisition of a corporation. Finally, the agency could try to locate some documents. The first document that should be requested is the lease agreement between the realty companies' and Spenax. This

⁷ Even without this analysis, Staples, L.P., will be liable if it had control at the time of a discharge.

might provide some insight into how much control the companies had over the site when Spenax used it. The second document is the purported assignment of Spenax's rights to Staples, L.P. This document might provide some evidence as to the intent of the parties when they agreed to the assignment.

cc Sherri Knight
Tom Warburton
Groundwater Files

ep\11519

Staples, L.P.

(1) The registered agent for Staples, L.P., is Ronald M. Saskin. His address is 2700 First Indiana Plaza, Indianapolis, IN 46204.

(2) The General Partner in Staples, L.P., is Staplers, Inc. The Registered Agent for Staplers, Inc., is Robert P. Kassing. His address is 135 Pennsylvania St., Indianapolis, IN 46204.

Fastening Liquidation, Inc.

The registered agent for Fastening Liquidation, Inc., is:

U.S. Corporation Company
327 Hillsborough St.
Raleigh, NC 27602



State of North Carolina

Department of Justice

P. O. BOX 629

RALEIGH

27602-0629

Reply to:

Paul Gormley
Environmental Division
Telephone: (919) 733-7247
FAX: (919) 733-0791

MICHAEL F. EASLEY
ATTORNEY GENERAL

MEMORANDUM

TO: Sherri Knight
FROM: Paul Gormley *PG*
DATE: August 1, 1996
RE: Staples, L.P. Site

This memo is to remind you that I am awaiting your comments on my reply to the responsible party request that came from Guilford County through your office for the Staples, L.P. site. I sent a draft of this document to you on July 18, and I have tried to reach you several times since then to see if you had any concerns or questions.

Because I would like your thoughts on the memo, I will wait until you contact me before I send it to Guilford County.

cc: ~~/~~ John Nantz, Guilford County

EP\ 12291



State of North Carolina
Department of Justice
P. O. Box 629
Raleigh, 27602

ENVIRONMENTAL
AG 1200-1210

PRESORTED
FIRST CLASS



MR JOHN NANTZ
ENVIRONMENTAL HEALTH
301 N EUGENE STREET
GREENSBORO NC 27406



State of North Carolina
Department of Environment,
Health and Natural Resources
Regional Health Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary
Leesha L. Fuller, Regional Manager



November 7, 1995

CERTIFIED MAIL NUMBER Z 117 593 779
RETURN RECEIPT REQUESTED

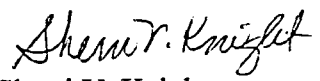
Mr. Seth R. Cohen
Smith, Follin and James, L.L.P.
P.O. Box 990
Greensboro, N.C. 27402-0990

Subject: L.P. Staples Property, 105 Ragsdale Road, Jamestown, Guilford County, Incident
Number 13491

Dear Mr. Cohen:

Thank you for your letter of October 24, 1995, concerning the subject site. Ensco Environmental's "Groundwater Contamination Assessment" report of February 15, 1995, which was attached to your letter, was initially received and reviewed in our office on February 21, 1995. As stated in that report a Comprehensive Site Assessment (CSA) defining the full vertical and horizontal extent of soil and groundwater contamination at the subject site is required. Following acceptance of the CSA by our office, a Corrective Action Plan (CAP) for remediation of contaminated soil and groundwater is due within sixty (60) days. Then, following approval of the CAP by our office, remediation and/or monitoring must be initiated and maintained until such time as the area affected by the discharge has been restored as nearly as may be to the condition existing prior to the discharge. Based on information currently in the file it is apparent that some form of remediation will be necessary at this site. These actions are required by the Oil Pollution and Hazardous Substances Control Act of 1978 and are the responsibility of the party determined to be responsible for violations of the Act. That is why it is necessary for the Attorney General's office to determine a responsible party for violations of the Act at the subject site. Once the responsible party has been determined the State of North Carolina will pursue compliance with the provisions of the Act from that party. At this time our office is still waiting for a decision from the Attorney General as to the responsible party in this case. If you have additional questions please contact John C. Nantz, Jr. at 910-373-3771.

Sincerely,

A handwritten signature in cursive script, reading "Sherri V. Knight".

Sherri V. Knight
Groundwater Supervisor

cc: WSRO
GCHD

State of North Carolina
Department of Environment,
Health and Natural Resources
Winston-Salem Regional Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary



MEMORANDUM

TO: Don Laton
Attorney General's Office

FROM: Sherri V. Knight *SK*
Groundwater Supervisor

DATE: October 3, 1995

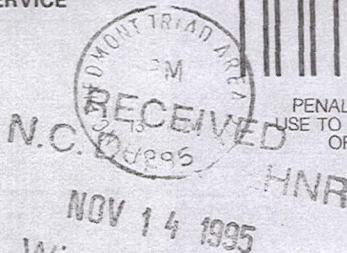
SUBJECT: L.P. Staples Property, 105 Ragsdale Road, Jamestown, Guilford County, Incident
Number 13491

Please find attached copies of a memorandum and enclosed documents dated October 31, 1994, requesting your assistance in determining the parties responsible for remediation at the subject site. It is important that we identify the proper responsible party as soon as possible. Please review the attached information and notify us of your findings at your earliest possible convenience.

Thank you for your time and attention to this matter.

UNITED STATES POSTAL SERVICE

Official Business



DEHNR
GROUNDWATER SECTION
585 Waughtown Street
Winston-Salem, NC 27107

Z 117 593 779



**Receipt for
Certified Mail**

No Insurance Coverage Provided
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Sent to SETH R. COHEN	
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P.O., State and ZIP Code	
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Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, March 1993

OK

L.P. STAPLES PROPERTY 105 RAGSDALE ST.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

MR. SETH R. COHEN
SMITH, FOLLIN & JAMES
P.O. Box 990
GREENSBORO N.C. 27402-0990

4a. Article Number

2 117 593 779

4b. Service Type

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☒ Return Receipt for Merchandise

7. Date of Delivery

11-13-95

5. Signature (Addressee)

6. Signature (Agent)

Carolyn Johnson

8. Addressee's Address (Only if requested and fee is paid)

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

PS Form 3811, December 1991 ★U.S. GPO: 1993-352-714

DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

State of North Carolina
Department of Environment,
Health and Natural Resources
Regional Health Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary
Leesha L. Fuller, Regional Manager



November 7, 1995

CERTIFIED MAIL NUMBER Z 117 593 779
RETURN RECEIPT REQUESTED

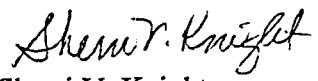
Mr. Seth R. Cohen
Smith, Follin and James, L.L.P.
P.O. Box 990
Greensboro, N.C. 27402-0990

Subject: L.P. Staples Property, 105 Ragsdale Road, Jamestown, Guilford County, Incident
Number 13491

Dear Mr. Cohen:

Thank you for your letter of October 24, 1995, concerning the subject site. Ensco Environmental's "Groundwater Contamination Assessment" report of February 15, 1995, which was attached to your letter, was initially received and reviewed in our office on February 21, 1995. As stated in that report a Comprehensive Site Assessment (CSA) defining the full vertical and horizontal extent of soil and groundwater contamination at the subject site is required. Following acceptance of the CSA by our office, a Corrective Action Plan (CAP) for remediation of contaminated soil and groundwater is due within sixty (60) days. Then, following approval of the CAP by our office, remediation and/or monitoring must be initiated and maintained until such time as the area affected by the discharge has been restored as nearly as may be to the condition existing prior to the discharge. Based on information currently in the file it is apparent that some form of remediation will be necessary at this site. These actions are required by the Oil Pollution and Hazardous Substances Control Act of 1978 and are the responsibility of the party determined to be responsible for violations of the Act. That is why it is necessary for the Attorney General's office to determine a responsible party for violations of the Act at the subject site. Once the responsible party has been determined the State of North Carolina will pursue compliance with the provisions of the Act from that party. At this time our office is still waiting for a decision from the Attorney General as to the responsible party in this case. If you have additional questions please contact John C. Nantz, Jr. at 910-373-3771.

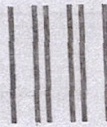
Sincerely,

A handwritten signature in cursive script, reading "Sherri V. Knight".

Sherri V. Knight
Groundwater Supervisor

cc: WSRO
GCHD

UNITED STATES POSTAL SERVICE



Official Business

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300

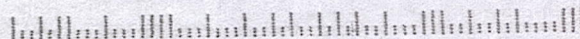


RECEIVED
N.C. DEPT. OF ENVIRONMENT & NATURAL RESOURCES
OCT 11 1995

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DEHNR
GROUNDWATER SECTION
585 Waughtown Street
Winston-Salem, NC 27107

54



7 117 593 627



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SETH R. COHEN	
Street and No.	
P.O. Box 990	
P.O., State and ZIP Code	
GREENSBORO NC 27402	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, March 1993

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

SETH R. COHEN
SMITH, FOLLY E JAMES, L.L.P.
P.O. Box 990
GREENSBORO NC. 27402-0990

5. Signature (Addressee)

6. Signature (Agent)

Carolyn Johnson

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

4a. Article Number

2 117 593 627

4b. Service Type

☐ Registered

☐ Insured

☒ Certified

☐ COD

☐ Express Mail

☒ Return Receipt for Merchandise

7. Date of Delivery

10-10-95

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

State of North Carolina
Department of Environment,
Health and Natural Resources
Winston-Salem Regional Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary



October 3, 1995

CERTIFIED MAIL # Z 117 593 627
RETURN RECEIPT REQUESTED

Mr. Seth R. Cohen
Smith, Follin & James, L.L.P.
Attorneys and Counselors at Law
P. O. Box 990
Greensboro, NC 27402-0990

SUBJECT: L.P.Staples Property, 105 Ragsdale Road, Jamestown,
Guilford County
Groundwater Incident # 13491

Dear Mr. Cohen:

In response to your letter of September 20, 1995, to John Nantz with Guilford County Environmental Health, we have again requested assistance from the Attorney General's Office pertaining to the determination of responsible party(ies) at the site. As soon as we have received the requested information, we will notify you in order that you may advise Mr. Filman.

Sincerely,

A handwritten signature in cursive script, reading "Sherri V. Knight", is positioned above the typed name.

Sherri V. Knight
Groundwater Supervisor

cc: WSRO
Guilford County Health Dept.

SMITH, FOLLIN & JAMES, L.L.P.

ATTORNEYS AND COUNSELLORS AT LAW

POST OFFICE BOX 990

GREENSBORO, NORTH CAROLINA 27402-0990

NORMAN B. SMITH
MARION G. FOLLIN III
J. DAVID JAMES
MARGARET F. ROWLETT
SETH R. COHEN
FLORENCE C. BROCK

STREET ADDRESS:
101 S. ELM ST., SUITE 310
TELEPHONE: (910) 274-2992
FACSIMILE: (910) 274-8490

September 20, 1995

Mr. John Nance
Toxic and Health Hazard Specialist
Guilford County Emergency Services
P.O. Box 18807
Greensboro, NC 27419

*RE: Property at 105 Ragsdale Rd., Jamestown, North
Carolina*

Dear John:

I have not heard from you in a very long time concerning the above-referenced matter. It is imperative that Mr. Filman know the State's position as soon as possible, as he wants to sell the property. Please contact me at your earliest convenience so that we can discuss this matter. Thank you.

Yours sincerely,

Seth R. Cohen/kay
Seth R. Cohen

SRC:kay:4055

cc: Mr. Seymour Filman

SMITH, FOLLIN & JAMES, L.L.P.

ATTORNEYS AND COUNSELLORS AT LAW

POST OFFICE BOX 990

GREENSBORO, NORTH CAROLINA 27402-0990

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FLORENCE C. BROCK

STREET ADDRESS:
101 S. ELM ST., SUITE 310
TELEPHONE: (910) 274-2992
FACSIMILE: (910) 274-8490

April 13, 1995



Ms. Kelly Gage
Toxic and Health Hazard Specialist
Guilford County Emergency Services
P.O. Box 18807
Greensboro, NC 27419

RE: Property at 105 Ragsdale Rd., Jamestown, North Carolina

Dear Kelly:

Could you please contact me at your earliest convenience so that we can discuss this case. I have not heard from you in quite a long time, and this is the third time I have written. I do need to know what is going on. Thank you. I look forward to hearing from you soon.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "Seth R. Cohen".

Seth R. Cohen

SRC:kay:4055

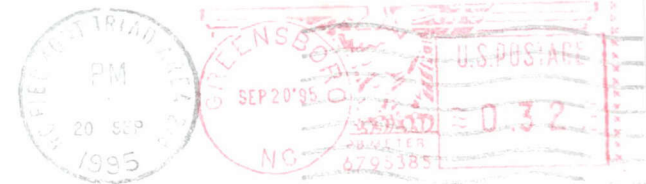
cc: Dr. Seymour Filman

SMITH, FOLLIN & JAMES, L.L.P.

ATTORNEYS AND COUNSELLORS AT LAW

P.O. OFFICE BOX 990

GREENSBORO, NORTH CAROLINA 27402-0990



Mr. John Nance
Toxic and Health Hazard Specialist
Guilford County Emergency Services
P.O. Box 18807
Greensboro, NC 27419



SMITH, FOLLIN & JAMES, L.L.P.

ATTORNEYS AND COUNSELLORS AT LAW

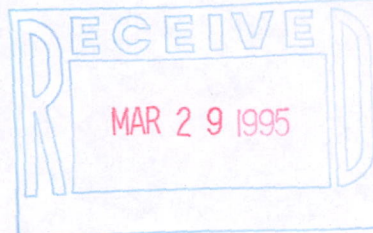
POST OFFICE BOX 990

GREENSBORO, NORTH CAROLINA 27402-0990

NORMAN B. SMITH
MARION G. FOLLIN III
J. DAVID JAMES
MARGARET F. ROWLETT
SETH R. COHEN
FLORENCE C. BROCK

STREET ADDRESS:
101 S. ELM ST., SUITE 310
TELEPHONE: (910) 274-2992
FACSIMILE: (910) 274-8490

March 23, 1995



Ms. Kelly Gage
Toxic and Health Hazard Specialist
Guilford County Emergency Services
P.O. Box 18807
Greensboro, NC 27419

RE: Property at 105 Ragsdale Rd., Jamestown, North Carolina

Dear Kelly:

I have not heard from you in quite some time. Could you please let me know the status of this case. Thank you. I look forward to hearing from you soon.

Yours sincerely,

Seth R. Cohen

SRC:kay:4055

cc: Dr. Seymour Filman

State of North Carolina
Department of Environment,
Health and Natural Resources
Winston-Salem Regional Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary
Leesha Fuller, Regional Manager



DIVISION OF ENVIRONMENTAL
MANAGEMENT
GROUNDWATER SECTION

NOTICE OF VIOLATION OF THE OIL POLLUTION AND
HAZARDOUS SUBSTANCES CONTROL ACT

September 26, 1994

CERTIFIED MAIL # P 013 325 846
RETURN RECEIPT REQUESTED

C.T. Corporation System
Registered Agent
Attn: Ron Strickland
225 Hillsborough St.
Raleigh, NC 27603

RECEIVED

SEP 30 1994

POLLUTION CONTROL BRANCH

Subject: L.P. Staples, 105 Ragsdale Rd., Jamestown, Guilford
County, NC

Dear Mr. Strickland:

Chapter 143, North Carolina General Statutes, authorizes and directs the Environmental Management Commission of the Department of Environment, Health, and Natural Resources to protect and preserve the water and air resources of the State. The Division of Environmental Management has the delegated authority to enforce adopted pollution control rules and regulations.

On September 15, 1993, this office received information documenting a release of hazardous substances at the referenced site.

Such a discharge is in violation of G.S. 143-215.75 et. seq. Oil Pollution and Hazardous Substances Control Act of 1978. Please reference the following excerpts from the Act:

143-215.83. Discharges.--(a) Unlawful Discharges. --It shall be unlawful, except as otherwise provided in this Part, for any person to discharge, or cause to be discharged, oil or other hazardous substances into or upon any waters, tidal flats, beaches, or lands within this State, or into any sewer, surface water drain or other waters that drain into the waters of this State, regardless of the fault of the person having control over the oil or other hazardous substances, or regardless of whether the discharge was the result of intentional or

8025 North Point Boulevard, Suite 100, Winston-Salem, North Carolina 27106-3203

Telephone 910-896-7007 FAX 910-896-7005

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negligent conduct, accident or other cause.

143-215.84. Removal of prohibited discharges. -- (a) Person Discharging. -- Any person having control over all oil or other hazardous substances discharged in violation of this Article shall immediately undertake to collect and remove the discharge and to restore the area affected by the discharge as nearly as may be to the condition existing prior to the discharge.

It is our understanding that you and/or your firm are responsible for violation of the Oil Pollution and Hazardous Substances Control Act. Therefore, you are required to immediately undertake clean-up of contamination and restoration of the affected area. Toward this end you must submit a site assessment report which describes the full vertical and horizontal extent of the contamination. An adequate report must be received by this office on or before December 30, 1994. If the investigation indicates that a corrective action plan (remedial action plan) is required, it should be submitted to this office within sixty (60) days after submitting a site assessment report.

It is requested that within fifteen (15) days, you submit a written response describing your plans to achieve compliance with the Act. Should you dispute our assessment of responsibility please include documentation of your position in your response.

Failure to submit the report required or failure to promptly undertake clean-up and restoration of the affected area may result in the recommendation of enforcement action including: (1) the issuance of a special order against you under the authority of G.S. 143-215.2, (2) a request to the Attorney General to institute an action for injunctive relief, and (3) a civil penalty of up to \$5,000 in accordance with G.S. 143-215.91.

Please do not hesitate to contact Kelly C. Gage at (910) 373-3771 regarding any questions you may have about this matter.

Sincerely,

Larry D. Coble

Larry D. Coble
Regional Supervisor

LDC/ahl

Enclosure

cc: Office of Attorney General
Incident Management Unit
Guilford County Health Dept.
WSRO

POLLUTION INCIDENT/U.S.T. LEAK REPORTING FORM

Department of Environment, Health, Natural Resources
Division of Environmental Management
GROUNDWATER SECTION

Confirm. GW Contamination (Y/N) Y

Major Soil Contamination (Y/N) _____

Minor Soil Contamination (Y/N) _____

Incident # 13491

Date Incident Occurred
or Leak Detected 6-17-93

INCIDENT DESCRIPTION

Incident Location/Name L.P. Staples

Address 105 Ragsdale Rd.

City/Town Jamestown

County Guilford

Region WSRO

Briefly Describe Incident Acetone at 23,000 ppb and Perchloroethylene at 6 ppb in groundwater. Site was a manufacturing facility with a waste lagoon onsite. Piping to oil/water separator is also believed to have leaked.

POTENTIAL SOURCE OWNER-OPERATOR

Potential Source Owner-Operator

Telephone

Company

Street Address

City

County

State

Zip Code

OWNERSHIP

0. N/A 1. Municipal 2. Military 3. Unknown 4. Private 5. Federal 6. County 7. State

OPERATION TYPE

0. N/A 1. Public Service 2. Agricultural 3. Residential 4. Educational/Relig. 5. Industrial 6. Commercial 7. Mining

POLLUTANTS INVOLVED

MATERIALS INVOLVED

AMOUNT LOST

AMOUNT RECOVERED

Perchloroethylene

Acetone

RECEIVED
MAR 10 1995

SOURCE OF POLLUTION

PRIMARY SOURCE OF POLLUTION

(Select one)

- | | |
|----------------------|---------------------|
| 1. Intentional dump | 13. Well |
| 2. Pit, pond, lagoon | 14. Dredge spoil |
| 3. Leak-underground | 15. Nonpoint source |
| 4. Spray irrigation | |
| 5. Land application | |
| 6. Animal feedlot | |
| 7. Source unknown | |
| 8. Septic tank | |
| 9. Sewer line | |
| 10. Stockpile | |
| 11. Landfill | |
| 12. Spill-surface | |

PRIMARY POLLUTANT TYPE

(Select one)

- | |
|--------------------------|
| 1. Pesticide/herbicide |
| 2. Radioactive waste |
| 3. Gasoline/diesel |
| 4. Heating oil |
| 5. Other petroleum prod. |
| 6. Sewage/septage |
| 7. Fertilizers |
| 8. Sludge |
| 9. Solid waste leachate |
| 10. Metals |
| 11. Other inorganics |
| 12. Other organics |

LOCATION

- | |
|--------------|
| 1. Facility |
| 2. Railroad |
| 3. Waterway |
| 4. Pipeline |
| 5. Dumpsite |
| 6. Highway |
| 7. Residence |
| 8. Other |

SETTING

- | |
|----------------|
| 1. Residential |
| 2. Industrial |
| 3. Urban |
| 4. Rural |

Site Priority
Ranking

75 E

D.E.M. Regional Contact

K. Gage

Signature

Ukko

Date

3-1-95

IMPACT ON DRINKING WATER SUPPLIES

WELLS AFFECTED

1. YES

2. NO

NUMBER OF WELLS AFFECTED _____

Well(s) Contaminated: (Users Name)

1.

2.

3.

4.

5.

Circle Appropriate Responses

Lab Samples Taken By:

1. DEM

2. DHS

3. Responsible Party

4. Other

5. None

Samples Taken Include:

1. Groundwater

2. Soil

LOCATION OF INCIDENT

7 1/2 Min. Quad Name

High Point East

Lat. : Deg : Min : Sec :

35:59:27"

5 Min. Quad Number

Long. : Deg : Min : Sec :

79:56:35"

Draw Sketch of Area or Attach Additional Maps

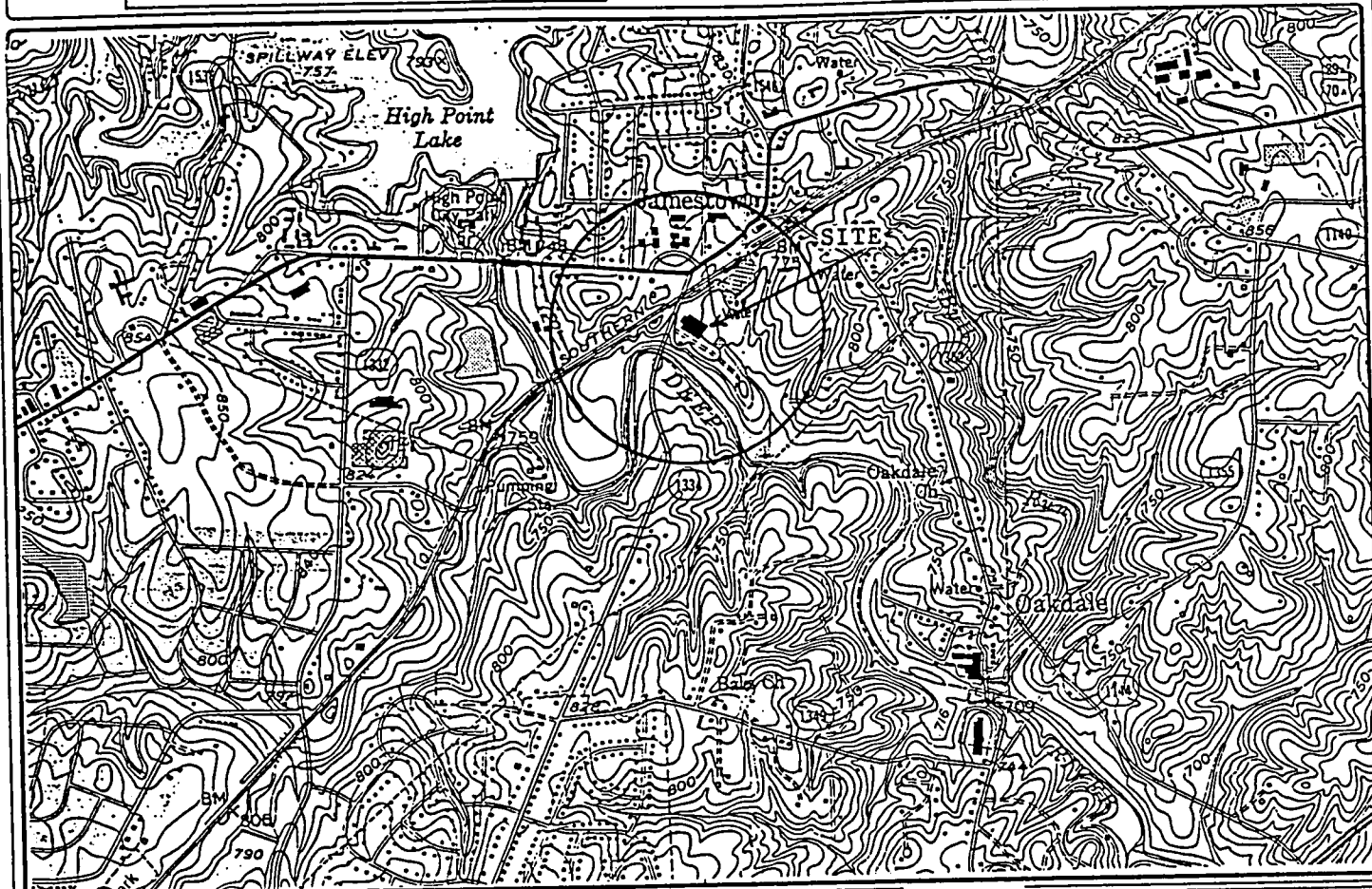
USGS TOPOGRAPHIC MAP

SITE:

L. P. STAPLES

LOCATION:

JAMESTOWN, NORTH CAROLINA



USGS IDENTIFICATION

USGS 7.5

MINUTE MAP

ORIGINAL DATE:

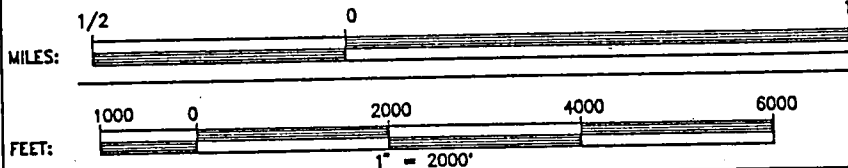
1950

PHOTOREVISION
DATE:

1982

HIGH POINT EAST, N.C.

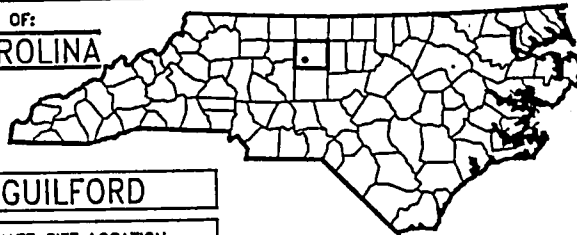
SCALES



NOTES: ► CIRCLE SURROUNDING SITE INDICATES AN APPROXIMATE 1500' RADII.
► PHOTOREVISIONS DENOTED IN PURPLE

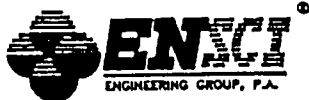
MAGNETIC
NORTH

COUNTY MAP OF:
NORTH CAROLINA



COUNTY: GUILFORD

APPROXIMATE SITE LOCATION



L. P. STAPLES

PROPERTY NAME: 105 RAGSDALE ROAD

CITY: JAMESTOWN

STATE: NORTH CAROLINA

TITLE: TOPOGRAPHIC MAP

SCALE:

1" = 2000'

DATE:

02/16/95

DRAWING NAME:

USGS-1

DRAWN BY: DJ

CHECK BY: TPL

FOR REVIEW: RC35-086

TITLE: ASSESS

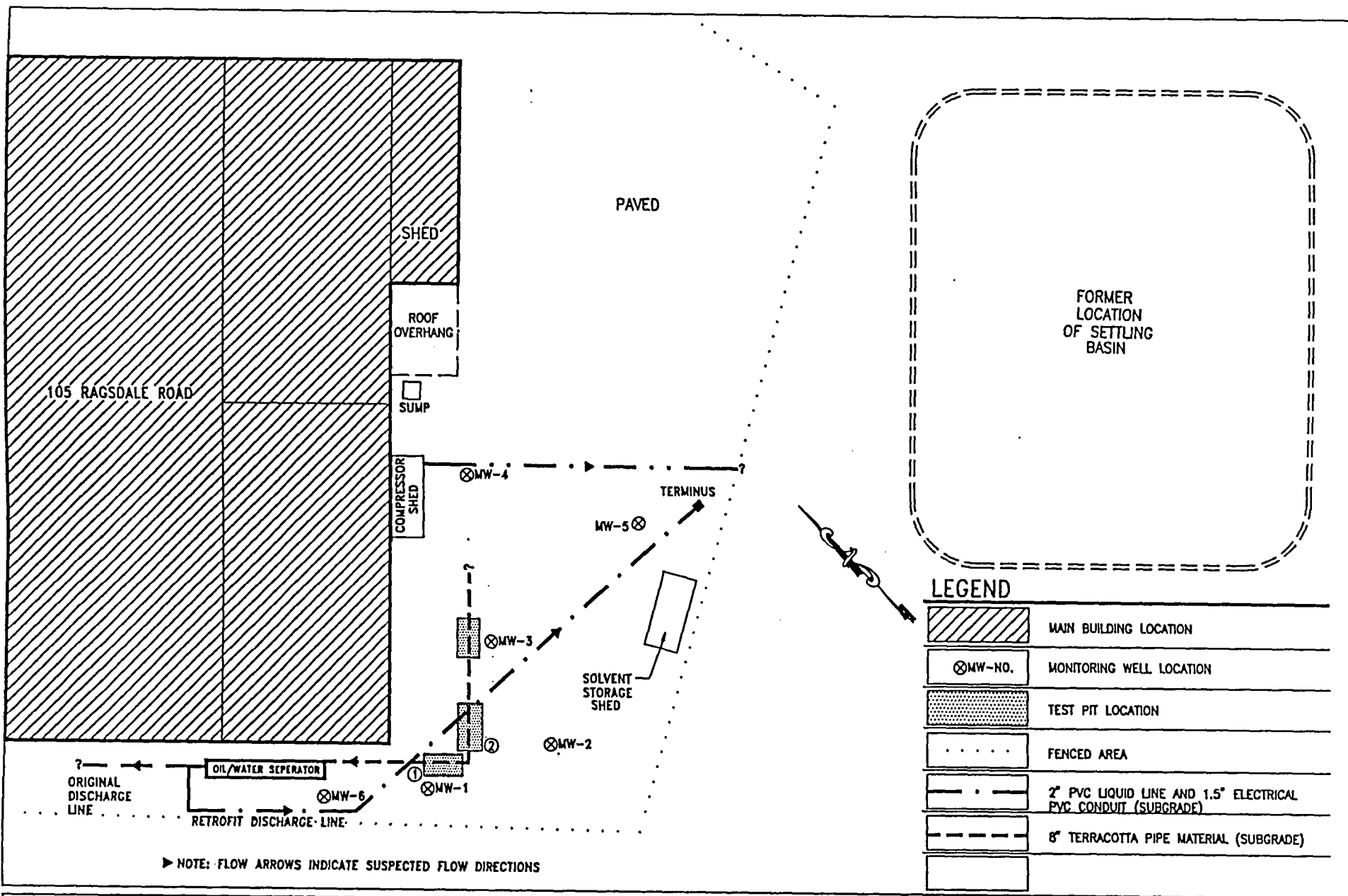
FIGURE NUMBER:

1

NOTES

TOPOGRAPHIC MAP USED IN THIS
GRAPHIC IS MAPPER, EDITED, AND
PUBLISHED BY THE UNITED STATES
BUREAU OF LAND MANAGEMENT,
DEPARTMENT OF THE INTERIOR, ACTION VISIONAL.

THIS MAP COMPLES WITH NATIONAL
MAP ACCURACY STANDARDS.



CHAMBERS, BRITT, & PRICE

105 RAGSDALE ROAD

JAMESTOWN

NORTH CAROLINA

MONITORING WELL LOCATION MAP

SCALE

1" = 40'

DATE

02/18/95

BY

EQBH

PROJECT

RC35-086

DATE

RC35-086

FIGURE

2

GRAPHIC SCALE IN FEET



✓ USGS MAP
✓ BASE MAP
NA ORIENTATION OF UST 3550 9071
NA LENGTH OF UST 3' SB-1 <40 <250 - compressor
 SB-2 <40 <250 pad
NA DIAMETER OF UST
NA VOLUME OF UST 8240/8270
 MATERIAL STORED SB-3 BDL
✓ SAMPLE LOCATIONS 3' SB-4 BDL
 SB-5 510ppb methylenechloride drum
 DEPTH OF SAMPLE SB-6 BDL storage
 area
 SIDE OR FLOOR SAMPLE
 DEPTH OF TANK BURIAL 8240/8270
 handauger HOW SAMPLE WAS COLLECTED 3' SB-7 BDL
 SB-8 BDL solvent
 4°C. SAMPLES PRESERVED AND TRANSPORTED storage
 area
✓ TOOLS DECONTAMINATED 8240/8270
 TIME/DATE SAMPLE COLLECTED SB-9
 TIME/DATE LAB RECEIVED SB-10
 LAB RESULTS 3' SB-11
 SB-12 1400ppb pyrene asphalt
 500ppb chrysene edge
 510ppb Methylenel 450ppb S.C.
 ANALYSIS METHOD benzanthrene
 C.O.C.
 REFERENCE TO SAMPLING POINT ON MAP
 CORRECT # OF SAMPLES
 WITHIN 14 DAYS HOLDING TIME FOR SAMPLES
 TANK DESTINATION Powers Wire
 DISPOSITION OF SOIL
 REMOVAL DATE - L.P. Staples - left couple years ago
 COMPLETE GW/UST-2 FORM

↓
 J.G. Realty
 ↓
 leased back to
 Staples

TASK AUTHORIZATION FORM

Department of Environment, Health & Natural Resources
Division of Water Quality

AUG 19 1999

Site Name Standard Trucking Company - B Site Rank 50/E Incident # 11224
City Greensboro County Guilford
Owner/Operator/Landowner/Attorney-in-fact Standard Holding Corporation
Name of Consulting Firm Shield Environmental Associates, Inc.
Name of Project Manager (consultant) Bill McGuinness
Date of Proposal (consultant) 08/17/99 Proposal Number (consultant) 1980680-01
Consultant Phone (704) 394-6913 Consultant Fax (704) 394-6968
Regional Office Winston-Salem Incident Manager (if known) Gene Mao
Site Status X Commercial Non-Commercial
Has State Trust Fund eligibility been determined? X Yes or No

TASK AUTHORIZATION NUMBER (assigned by region)

TA# 11224-01

TOTAL AMOUNT NOT TO EXCEED (this task authorization)

\$88,620

Note to reimbursement claimants:

Proposals are required to elaborate on the costs for the tasks listed below and describe the scope of work and the rationale for conducting these activities. Pre-approval from the appropriate regional office for tasks that could not have been reasonably anticipated or for tasks that were inadvertently omitted in the original task authorization also requires a "CHANGE ORDER FORM" to be submitted and approved by the appropriate regional office. Written justifications(s) must be provided to the regional office before a change order can be granted. When all authorized work is completed and the claim is to be compiled, it is required that a copy of the approved and signed (by the region) "TASK AUTHORIZATION FORM" and any previously approved "CHANGE ORDER FORM" with written justification be incorporated into the claim. Claims will not be processed without these documents. Final reimbursement of costs associated with the above authorized amount may vary depending on eligibility status of the site (i.e. deductibles, apportionment, etc.). Costs associated with developing and submitting a proposal, the task authorization or change order form are not reimbursable.

Task Number	Requested Amt. (Consultant)	Approval Amt. (Regional Office)	Task Number	Requested Amt. (Consultant)	Approval Amt. (Regional Office)
2.081	\$220.00	\$110.00			
2.082	\$1,200.00	\$600.00			
12.010	\$936.00	\$520.00			
2.084	\$2,200.00	\$2,200.00			
3.140	\$210.00	\$210.00			
3.151	\$540.00	\$540.00			
3.160	\$1,652.20	\$1,652.20			
4.090	\$5,543.00	\$2,547.00			
6.110	\$900.00	-0-			
6.171	\$800.00	\$800.00			

INCIDENT MANAGER AUTHORIZATION

GROUNDWATER SUPERVISOR AUTHORIZATION

DEADLINE FOR TASK COMPLETION

Gene Mao
10/30/99

DATE 9/13/99
DATE



FAX TRANSMITTAL FORM

DATE: 6-18-96
TO: PAUL GORMLEY
AGENCY: ATTORNEY GENERAL'S OFFICE
FAX NUMBER: 919 733 0791 PHONE NUMBER: 919 733 7247
FROM: JOHN NANTZ
DIVISION: ENVIRONMENTAL HEALTH (HEPA)
ADDRESS: 301 N. EUGENE ST. GREENSBORO NC 27406
Street City/State Zip Code
FAX NUMBER: (910) 333-6807 PHONE NUMBER: (910) 373-3771
NUMBER OF PAGES: 24 plus cover

If you do not receive all of the pages please call (910) AS SOON AS POSSIBLE

DESCRIPTION: L.P. STAPLES

COMMENTS: _____

The information contained in this facsimile message is legally privileged and confidential information intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the address above via the United States postal service...Thank you.

WARNING: Reports on FAX thermal paper fade with time. If this report is to be a permanent record, a photocopy must be made.

Incident Name: L.P. Staples Region/Country: WSRO/Gu
Groundwater Incident File # _____ Ranking Performed by: K. Gage
Date: 3-1-95

NORTH CAROLINA
GROUNDWATER CONTAMINATION INCIDENT MANAGEMENT
SITE PRIORITY RANKING SYSTEM
(To be completed by Regional Office)

		<u>Points Awarded</u>
I. IMMINENT HAZARD ASSESSMENT		
A.	Explosion - free product in confined areas or vapor phase product detected at or above 20% of the lower explosive limit or at health concern levels; award 50 points total	_____
B.	Fire - free product subject to ignition in exposed areas such as surface water impoundments, streams, excavations, etc.; award 50 points total	_____
II. EXPOSURE ASSESSMENT		
A. Contaminated Drinking Water Supplies		
1.	Private, domestic water supply well containing substances in concentrations exceeding 15A NCAC 2L groundwater quality standards; award 10 points per well	_____
2.	Public or institutional water supply well containing substances in concentrations exceeding 15A NCAC 2L groundwater quality standards; award 20 points per well	_____
3.	Exceedances of Class WS-1 surface water quality standards as a result of groundwater discharge; award 20 points per surface water body impacted	_____
4.	If a water supply well identified in items II. A. 1 and II. A. 2 cannot be replaced by an existing public water supply source requiring hook-up only; award additional 10 points per irreplaceable well	_____
B. Threat to Uncontaminated Drinking Water Supplies		
1.	Private, domestic water supply well located within 1500 feet down gradient of contaminant source; award 10 points per well	_____
2.	Public or institutional water supply well located within 1500 feet downgradient of contaminant source; award 15 points per well	_____
3.	Raw surface water intake for public water supply located within 1/2 mile downgradient of contaminant source; award 5 points per water supply system	<u>5</u>
4.	If any well identified in items II. B. 1 and II. B. 2 or an intake in item II. B. 3. are located within 250 feet of contaminant source; award additional 20 points total (not per well or intake)	_____
C. Vapor Phase Exposure		
1.	Product vapors detected in inhabitable building(s) below 20% of the lower explosive limit or health concern levels; award 30 points total	_____

6/1/92

Points Awarded

2. Product vapors detected in other confined areas (uninhabitable buildings, sewer lines, utility vaults, etc.) below 20% of the lower explosive limit; award 10 points total

SOURCE ASSESSMENT

- A. Uncontrolled or Unabated Primary Source (including dumpsites, stockpiles, lagoons, land applications, septic tanks, landfills, underground and above ground storage tanks, etc.)
1. Suspected or confirmed source remains in active use and continues to receive raw product, wastewater or solid waste; award 30 points per source
2. Active use of suspected or confirmed source has been discontinued or source was caused by a one-time release of product or waste, however, source continues to release product or contaminants into the environment; award 10 points per source

10**ENVIRONMENTAL VULNERABILITY ASSESSMENT**

- A. Vertical Contaminant Migration - Literature or well logs indicate that no confining layer is present above bedrock or within twenty feet of land surface; award 10 points total
- B. Horizontal Contaminant Migration - Data or observations indicate that no discharge points or aquifer discontinuities exist between the source and the nearest downgradient drinking water supply; award 10 points total
- C. Existing Groundwater Quality - The worst case monitor or supply well contains contaminant levels:
1. At less than 10 times the 2L groundwater standards; award 5 points
2. Between 10 and 100 times the 2L groundwater standards; award 20 points
3. Greater than 100 times the 2L groundwater standards; award 40 points

101040**REGIONAL OFFICE RESPONSE (LETTER RANK)**Priority A - (Site meets any one of the criteria)

1. Water supply well(s) contaminated and no alternate water supplies available.
2. Vapors present in confined areas at explosive or health concern levels.
3. Treated surface water supply in violation of the safe drinking standards.

Priority B - (Any One)

1. Water supply well(s) contaminated, but alternate water supplies available.

2. Water supply well(s) within 1500 feet of site, but not contaminated and no alternate water supplies available.
3. Vapors present in confined areas but not at explosive or health concern levels.

Priority C - (Both)

1. No water supply well(s) contaminated.
2. Water supply well(s) greater than 1500 feet from site, no alternate water supply available.

Priority D - (Both)

1. No water supply well(s) contaminated.
2. Water supply well(s) within 1500 feet of site but alternate water supplies available.

Priority E - (Both)

1. No water supply well(s) contaminated or within 1500 feet of site.
2. Area served by alternate water supply.

TOTAL POINTS AWARDED

75	E
#/Letter	

SMITH, FOLLIN & JAMES, L.L.P.

ATTORNEYS AND COUNSELLORS AT LAW

POST OFFICE BOX 990

GREENSBORO, NORTH CAROLINA 27402-0990

NORMAN B. SMITH
MARION G. FOLLIN III
J. DAVID JAMES
MARGARET F. ROWLETT
SETH R. COHEN
FLORENCE C. BROCK

STREET ADDRESS:
101 S. ELM ST., SUITE 310
TELEPHONE: (910) 274-2992
FACSIMILE: (910) 274-8490

February 22, 1995

Ms. Kelly Gage
Toxic and Health Hazard Specialist
Guilford County Emergency Services
P.O. Box 18807
Greensboro, NC 27419

RE: *Property at 105 Ragsdale Rd., Jamestown, North Carolina*

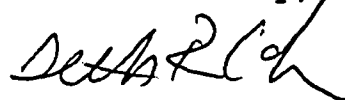
Dear Kelly:

I have not heard from you with regard to the above-referenced property. It was my understanding that you were going to notify the two previous tenants of the property concerning the environmental cleanup. The last time I talked with you, you told me you were waiting for authority from the state to go ahead with the notices of violation.

In the meantime, ENSCI has submitted a new report. I am sending you a copy of the report. Please let me know if I need to send the report to anyone else. Also, if you have any questions concerning the report, please contact Thomas P. Lenon, the Project Manager for ENSCI. He tells me that, based on the information he currently has, he does not consider this a major problem.

Thank you. I look forward to hearing from you soon.

Yours sincerely,



Seth R. Cohen

SRC:kay:4055

cc: Dr. Seymour Filman

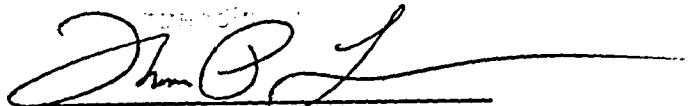
Revd
2/21/95
web

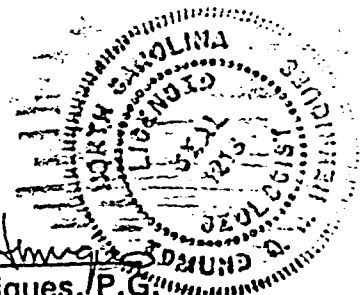
Groundwater Contamination Assessment

ENSCI Job #EF21-047
Former L.P. Staples Facility
105 Ragsdale Road
High Point, North Carolina

Prepared for:
Dr. Seymour Filman

February 15, 1995


Thomas P. Lennon
Project Manager


Edmund Q.B. Henriques, P.E.
Director of Operations

ENSCI Environmental, Inc.
1108 Old Thomasville Road
High Point, North Carolina 27260
(910) 883-7505

Table of Contents

1. Introduction	1
1.1 Site History	1
2. Scope of Work	3
3. Monitoring Well Installation	3
5. Groundwater Flow Direction	3
6. Groundwater Sample Collection & Laboratory Analysis	4
7. Results of Groundwater Analysis	4
8. Extent of Groundwater Contamination	5
9. Conclusions and Recommendations	5

Tables:

Table 1: Groundwater Elevation Data

Table 2: Groundwater Analytical Results

Figures:

Figure 1: Topographic Map

Figure 2: Monitoring Well Location Map

Figure 3: Potentiometric Surface Map

Figure 4: Acetone Isoconcentration Map

Appendices:

Appendix A: Technical Methods/Boring Logs and Monitoring Well
Installation Records

Appendix B: Analytical Reports

1. Introduction

ENSCI Engineering Group, P.A. (ENSCI), was contracted to perform additional site assessment investigations at the former L.P. Staples property located at 105 Ragsdale Road in Jamestown, North Carolina (see Figure 1). The assessment is a follow-up investigation of work performed by ENSCI personnel during August, 1994.

1.1 Site History

ENSCI performed a Phase I Environmental Site Assessment of the property in November 1992. During this site assessment, ENSCI personnel reviewed public and private records, which included title search information, USGS maps, aerial photographs, regulatory agency records, surrounding land use, and local authority records. Based on this ENSCI recommended that all 55 gallon drums be properly disposed of, and the oil/water separator and sump be closed, with their contents being characterized and disposed of.

On April 8 - 16, 1993, ENSCI personnel completed a Phase II Environmental Assessment where 13 hand augured soil borings were used to obtain soil samples for laboratory analysis, the oil/water separators contents were sampled for analysis, and a composite sample from ten of the 55-gallon drums was obtained for analysis. Results of the soil samples collected from the hand augured borings indicated that low levels of pyrene, chrysene, and benzo-anthracene were in one soil boring. The presence of these compounds suggested soils impacted by petroleum products, possibly oils and/or grease. Analysis of the oil/water separator and the 55-gallon drums indicated the contents were non-regulated, although some hazardous constituents were detected requiring proper disposal at an approved facility.

In July 1993, additional soil samples were taken from the area immediately adjacent to the boring where the pyrene, chrysene, and benzo-anthracene were detected. These samples were collected to assess if the petroleum constituents previously detected were indicative of oil & grease impacts. Analytical results in accordance with EPA Method 9071 indicated 560 ppm Total Petroleum Hydrocarbons (TPH) in the form of oil and grease. This level exceeds the initial action limit of 250 ppm TPH established by the North Carolina Department of Environment, Health and Natural Resources (NCDEHNR).

At the close of this phase of the investigation, two options were available:

- Assess the possible final clean-up levels of existing soil contamination through defining the extent of contamination and performing an SSE to calculate a final cleanup level.
- Excavate and dispose of the petroleum contaminated soil from the impacted area.

In an effort to expedite the cleanup, excavation and disposal was selected.

On August 29, 1993, ENSCI excavated approximately 11.96 tons of petroleum impacted soil. During the excavation activities, a terra cotta pipe was uncovered along the excavation wall, the pipe appeared oriented toward the oil water separator. Visible oil staining was observed beneath and surrounding the pipe, which indicated a possible release(s) from this previously undetected pipe. An evaluation of this and other potential releases from this pipe were therefore warranted and necessary.

On January 12 and 13, 1994, ENSCI personnel excavated a total of 6 test pits with a backhoe in an attempt to track the path of a discharge pipe, to its postulated origin at the oil/water separator. Test Pits 1, 2, and 4 revealed a terra cotta pipe resting just above the bedrock surface. Connection of the pipe to the oil/water separator was verified although, it became evident that it was not the same line encountered in previous work. Rather, it appeared that this line originated in the area of the compressor shed, although its terminus was not verified (see Figure 2). Test Pits 3, 5, and 6 were positioned to intercept the terra cotta pipe where it was originally observed near the east corner of the solvent shed. However, the pipe was not discovered in any of these excavations.

At this point the search for the terra cotta pipe was temporarily discontinued. Due to the shallow depth to bedrock detected in Test Pits 1, 2, and 4, potential releases from the pipe in this area could have impacted groundwater. Therefore, ENSCI recommended an assessment of possible groundwater impact.

Between June and August of 1994, ENSCI personnel installed three Type II monitoring well (MW-1 thru MW-3) to assess the presence or absence of groundwater contamination. Analytical results for groundwater samples collected from these monitoring wells indicated the presence of acetone, tetrachloroethene and bis(ethylhexyl)phthalate in the groundwater at levels which exceed their respective NCAC 2L groundwater quality standards. Therefore, ENSCI proposed the following scope of work to further the assessment of groundwater impacts.

2. Scope of Work

In order to determine the extent of previously identified groundwater contamination, ENSCI performed the following scope of work:

- Installation of additional three Type II monitoring wells
- Collection of groundwater samples for laboratory analysis
- Determination of groundwater flow

3. Monitoring Well Installation

In order to further assess the extent of groundwater contamination, monitoring wells MW-4, MW-5 and MW-6 were installed. These wells were constructed boring locations which were chosen in a manner which would accommodate for adequate sample acquisition suited for the delineation of previously identified groundwater contamination (see Figure 2). These Type II monitoring wells were installed to a depth of approximately 25 feet below surface grade with factory-slotted well screen comprising the lower 20 feet of the well. Field Drilling and Monitoring Well Installation Records are included as Appendix A.

4. Groundwater Flow Direction

In order to refine the previously calculated groundwater flow direction, ENSCI conducted a site survey to add the additionally installed monitoring wells to the existing survey grid. Well casing elevation data from this survey was used in conjunction with depth to groundwater measurements collected on January 9, 1995 to determine the relative groundwater elevation at each monitoring well (see Table 1). This information, in addition to the relative horizontal locations of the monitoring wells, was used to determine the groundwater flow direction.

In order to calculate the groundwater flow direction, ENSCI used WaterVel, a modeling program marketed by InSitu, Inc. of Laramie, Wyoming. The WaterVel program utilizes the least mean squares method of determining the slope of a plane (groundwater surface) from at least three known points. A flow direction at a compass bearing of 257 degrees (-123.35 degrees from positive X-axis) was determined by this method using groundwater elevation data from all of the existing monitoring wells. Figure 3 illustrates the

calculated groundwater flow direction and the approximate potentiometric surface of groundwater.

5. Groundwater Sample Collection & Laboratory Analysis

Using the procedure outlined in Appendix A, groundwater samples were collected for analysis from the monitoring wells installed during this phase of assessment.

The samples were placed in laboratory-prepared glass containers, packed in ice, and shipped to EnviroTech Mid-Atlantic Laboratories located in Blacksburg, Virginia. The samples received analysis by EPA methods 8240 for detection of volatile organic compounds. Table 2 presents a summary of analytical results for the groundwater samples. In addition, laboratory results for the groundwater samples collected in the previous groundwater investigation are contained in table 2. Complete copies of the analytical reports are contained in Appendix B.

6. Results of Groundwater Analysis

As seen in Table 2, analytical results for the monitoring wells installed during this phase of the assessment did not evidence the presence of detectible concentration of any of the targeted compounds analyzed by EPA Method 8240.

Analytical results for groundwater samples collected to date have evidenced detectible concentrations of five targeted compounds. As illustrated in Table 2, the following volatile organic compounds were detected in groundwater at the subject site: Acetone, toluene, tetrachloroethene and 2-butanone (MEK). Of these detected compounds, the compounds acetone and tetrachloroethene were evidenced in concentrations which are in excess of their respective 15A NCAC 2L groundwater quality standards. Analytical results of sample MW-1 for the detection of semivolatile organic compounds (EPA Method 8270) indicate the presence of bis(ethylhexyl)phthalate in a concentration which is in excess of it's 15A NCAC 2L groundwater quality standard. The presence of bis(ethylhexyl)phthalate in this sample may be attributed to its use as a plasticizer in latex gloves worn during sample collection.

7. Extent of Groundwater Contamination

As indicated in the section above, acetone, tetrachloroethene and bis(ethylhexyl)phthalate are the only compounds which are considered to be present in groundwater in concentrations which are in excess of 15A NCAC 2L groundwater quality standards. As previously stated, the presence of bis(ethylhexyl)phthalate in sample MW-1 is considered to be attributed to its use as a plasticizer in latex gloves worn during sample collection.

Using analytical data for acetone, a isoconcentration map was developed to illustrate the approximate horizontal extent of groundwater contamination (Figure 4). Based on the detected concentrations of acetone, monitoring well MW-3 is thought to exist near the source of the detected contaminants, possibly indicating the adjacent subgrade terra-cotta pipe as a source. By comparison, the acetone concentrations are relatively lower at MW-1, which is located near the oil/water separator (see Figure 4). Due to the lack of detection of targeted compounds in the groundwater sample collected from well MW-6, it is unlikely that detected groundwater impacts were due to a direct release from the oil/water separator. As seen in the figure, the lateral extent of the contaminant plume is defined by monitoring wells MW-2, MW-4, MW-5, and MW-6.

The vertical extent of groundwater contamination is currently unknown. In order to adequately determine the vertical extent of groundwater contamination, it will be necessary to install and sample a Type III, vertical extent monitoring well.

8. Conclusions and Recommendations

Groundwater analytical data collected to date has evidenced the detection of four volatile organic compounds; acetone, toluene, tetrachloroethylene, and 2-butanone. Of the four detected compounds, acetone and tetrachloroethylene were detected in concentrations which exceed the groundwater quality standards in accordance with NCAC, Title 15A, Subchapter 2L, Classifications and Water Quality Standards applicable to the Groundwater of North Carolina. Analytical results of sample MW-1 for the detection of semivolatile organic compounds (EPA Method 8270) indicate the presence of bis(ethylhexyl)phthalate in a concentration which is in excess of it's 15A NCAC 2L groundwater quality standard. However, the presence of bis(ethylhexyl)phthalate in this sample is suspected to be attributed to its use as a plasticizer in latex gloves worn during sample collection.

Based on the distribution of detected groundwater contaminants, ENSCI is of the opinion that the source of groundwater impact was the result of a release from subgrade terracotta pipe which was believed to be at one time connected to the oil/water separator. Based on the detected concentrations of acetone, monitoring well MW-3 is thought to exist near the source of the detected contaminants. Currently, it does not appear that the oil/water separator or its current subgrade piping have leaked. However, ENSCI recommends the removal and proper disposal of the contents of the oil/water separator in order to eliminate future liability associated with a release of its contents.

As a result of the above mentioned violations of groundwater quality standards, a Comprehensive Site Assessment (CSA) which describes the full vertical and horizontal extent of the contamination will be required. It is anticipated the full vertical and horizontal extent of groundwater contamination can be determined following the installation and sampling of a Type III, vertical extent monitoring well. In addition, it will be necessary to perform additional assessment to define the full extent of remaining soil impact.

Table 1: Groundwater Elevation Data
(As measured in existing monitoring wells)

Monitoring Well	Elevation of Top of Casing	Depth to Groundwater	Groundwater Elevation
MW-1	99.42	10.05	89.37
MW-2	98.77	9.56	89.21
MW-3	98.96	9.01	89.95
MW-4	99.25	8.81	90.44
MW-5	98.15	8.95	89.20
MW-6	99.60	12.75	86.85

Table 2

L. P. Staples

Summary of Groundwater Analytical Data
 (All results reported in parts per billion)

DATE SAMPLED	MW-1 6-29-94	MW-2 8-22-94	MW-3 8-22-94	MW-4 11-9-94	MW-5 11-9-94	MW-6	15A NCAC 2L GW STANDARDS
EPA METHOD 8240							
Acetone	1,800	BDL	23,000	BDL	BDL	BDL	700
Toluene	12	BDL	BDL	BDL	BDL	BDL	1000
Tetrachloroethene	BDL	6.0	BDL	BDL	BDL	BDL	0.7
2-Butanone (MEK)	BDL	BDL	120	BDL	BDL	BDL	170
EPA METHOD 8270							
Bis (2-ethylhexyl) phthalate	18	NA	NA	NA	NA	NA	3

BDL = Below quantitative detection limit.

NA = Not analyzed by this test method.

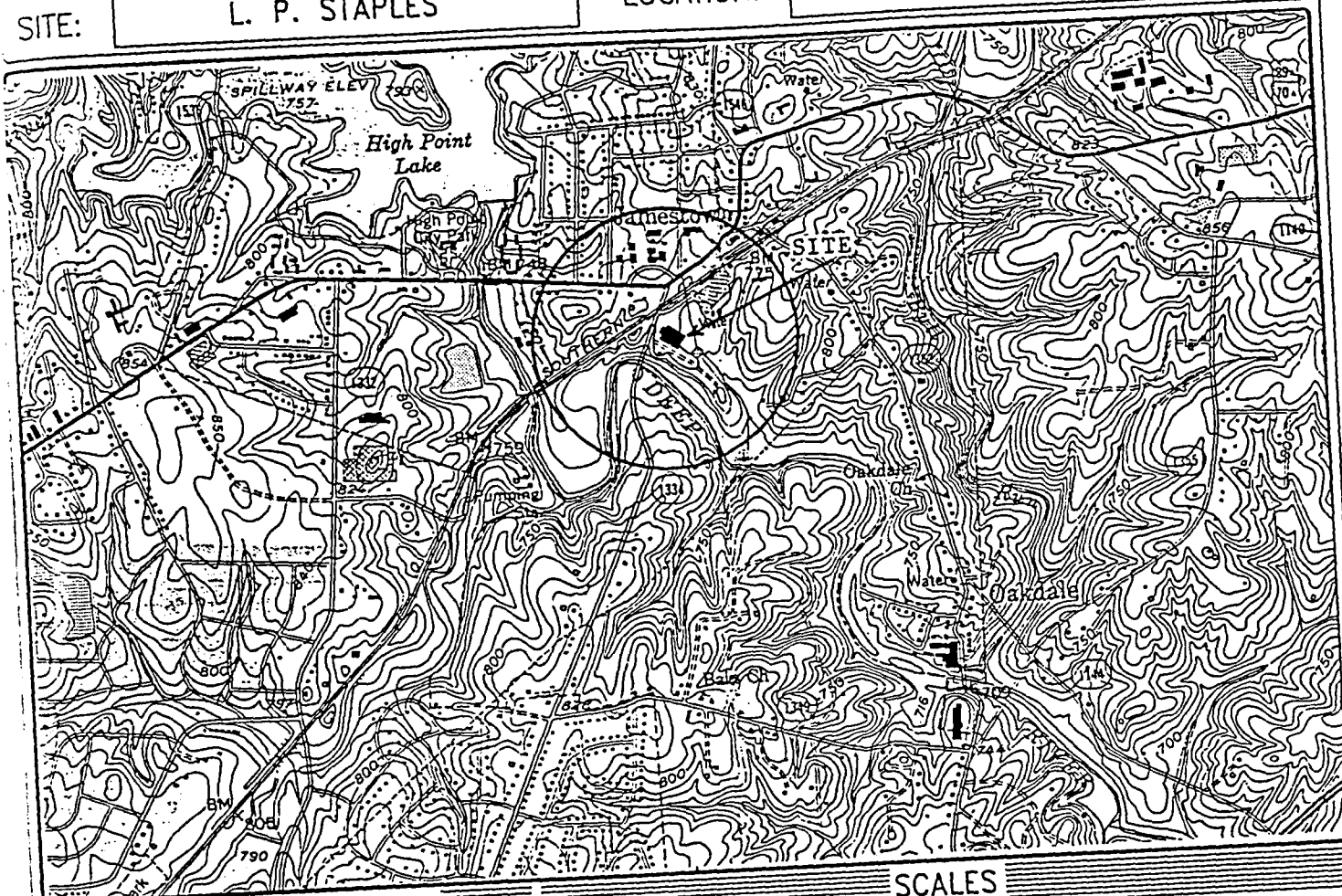
USGS TOPOGRAPHIC MAP

SITE:

L. P. STAPLES

LOCATION:

JAMESTOWN, NORTH CAROLINA



USGS IDENTIFICATION

USGS 7.5
MINUTE MAP

ORIGINAL DATE:

1950

PHOTOREVISION
DATE:

1982

HIGH POINT EAST, N.C.

PRIMARY HIGHWAY, HARD SURFACE

SECONDARY HIGHWAY, HARD SURFACE

LIGHT-DUTY ROAD HARD OR
IMPROVED SURFACE

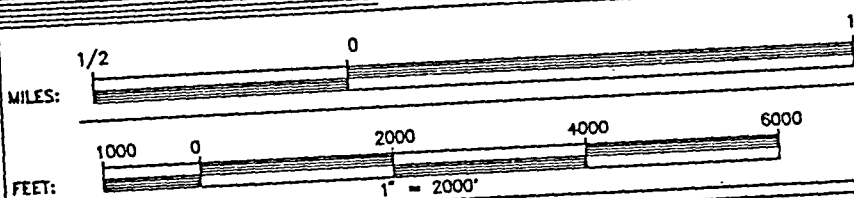
UNIMPROVED ROAD

STATE ROAD

U. S. ROUTE

INTERSTATE ROUTE

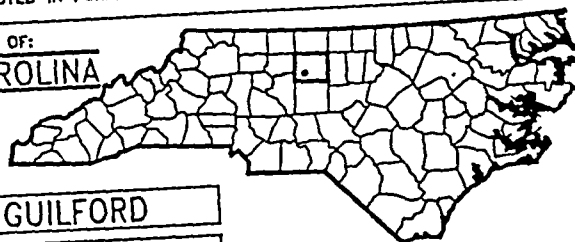
SCALES



NOTES: ► CIRCLE SURROUNDING SITE INDICATES AN APPROXIMATE 1500' RADII.
► PHOTOREVISIONS DENOTED IN PURPLE

MAGNETIC
NORTH

COUNTY MAP OF:
NORTH CAROLINA



COUNTY: GUILFORD

APPROXIMATE SITE LOCATION



L. P. STAPLES

PROPERTY NAME: 105 RAGSDALE ROAD

CITY: JAMESTOWN

STATE: NORTH CAROLINA

TYPE: TOPOGRAPHIC MAP

SCALE

1" = 2000'

DATE

02/16/95

BRASSER NAME

USGS-1

BRASSER OF DJ

CHECK BY TPL

FOR REVIEW: RC35-086

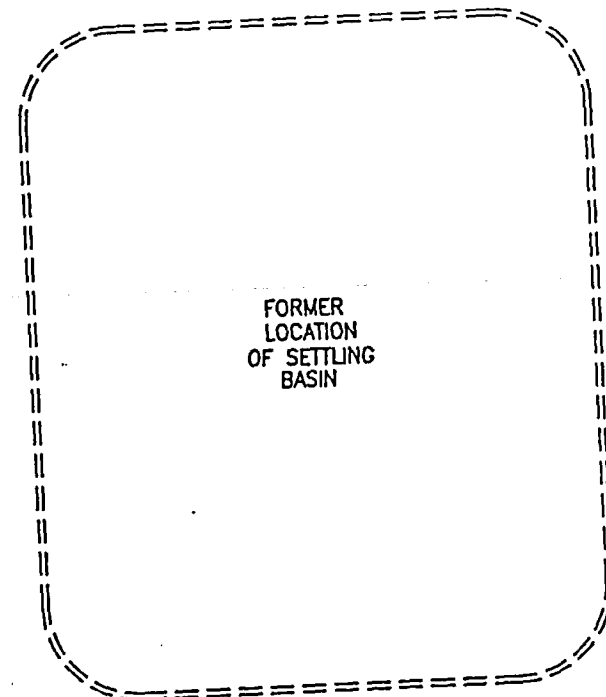
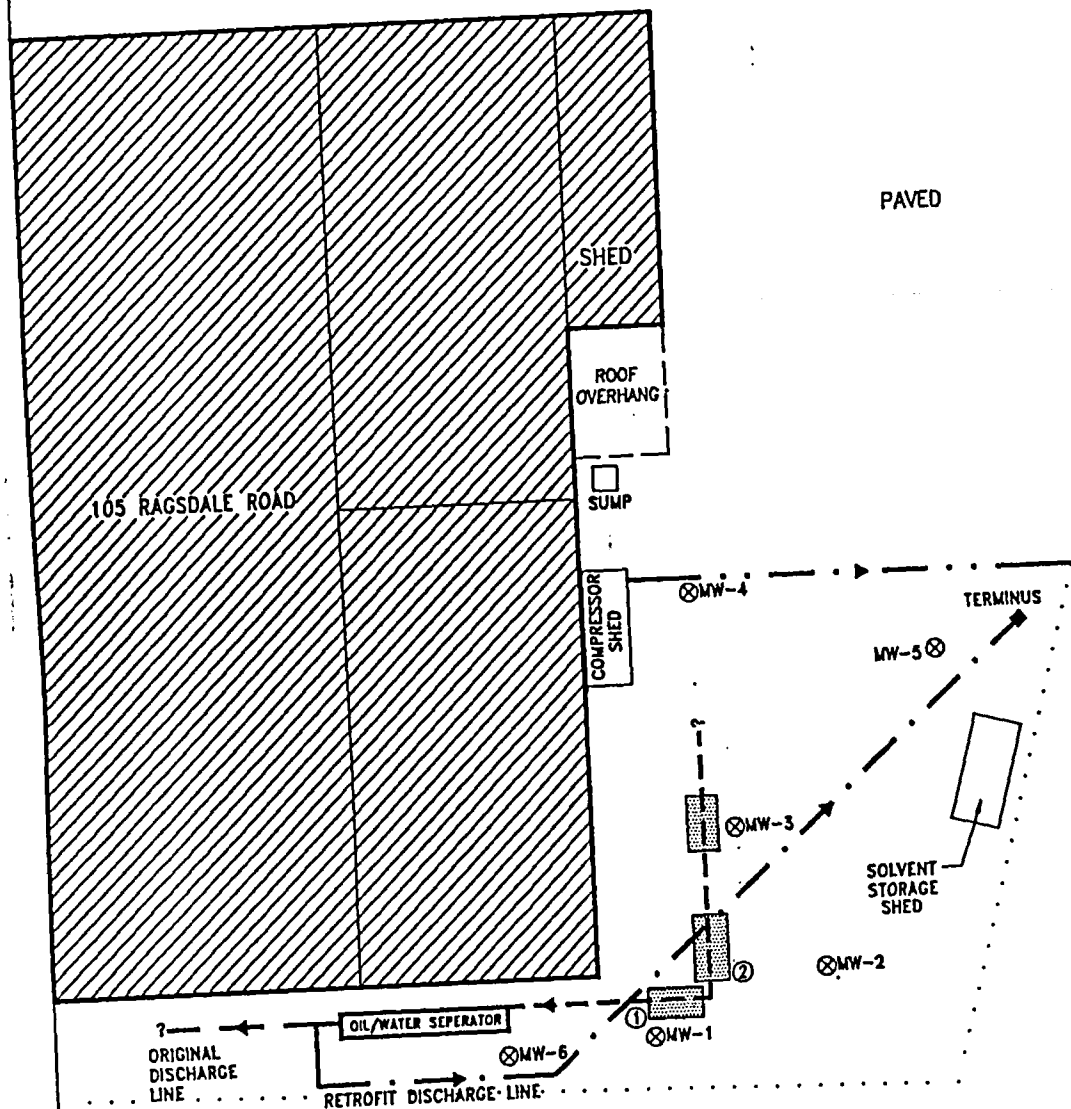
TYPE: ASSESS

FIGURE NUMBER

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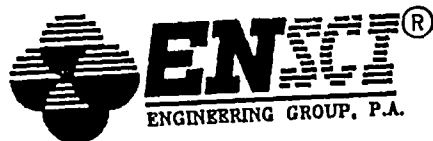
NOTES

TOPOGRAPHIC MAP USED IN THIS
GRAPHIC IS SUPPLIED, COPIED, AND
PUBLISHED BY THE UNITED STATES
GEOLOGICAL SURVEY, DEPARTMENT OF
THE INTERIOR, RESTON VIRGINIA.
THIS MAP COMPLETES WITH NATIONAL
MAP ACCURACY STANDARDS.



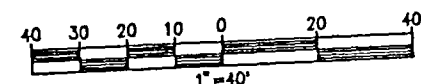
LEGEND

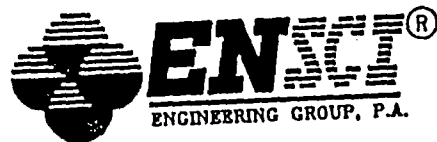
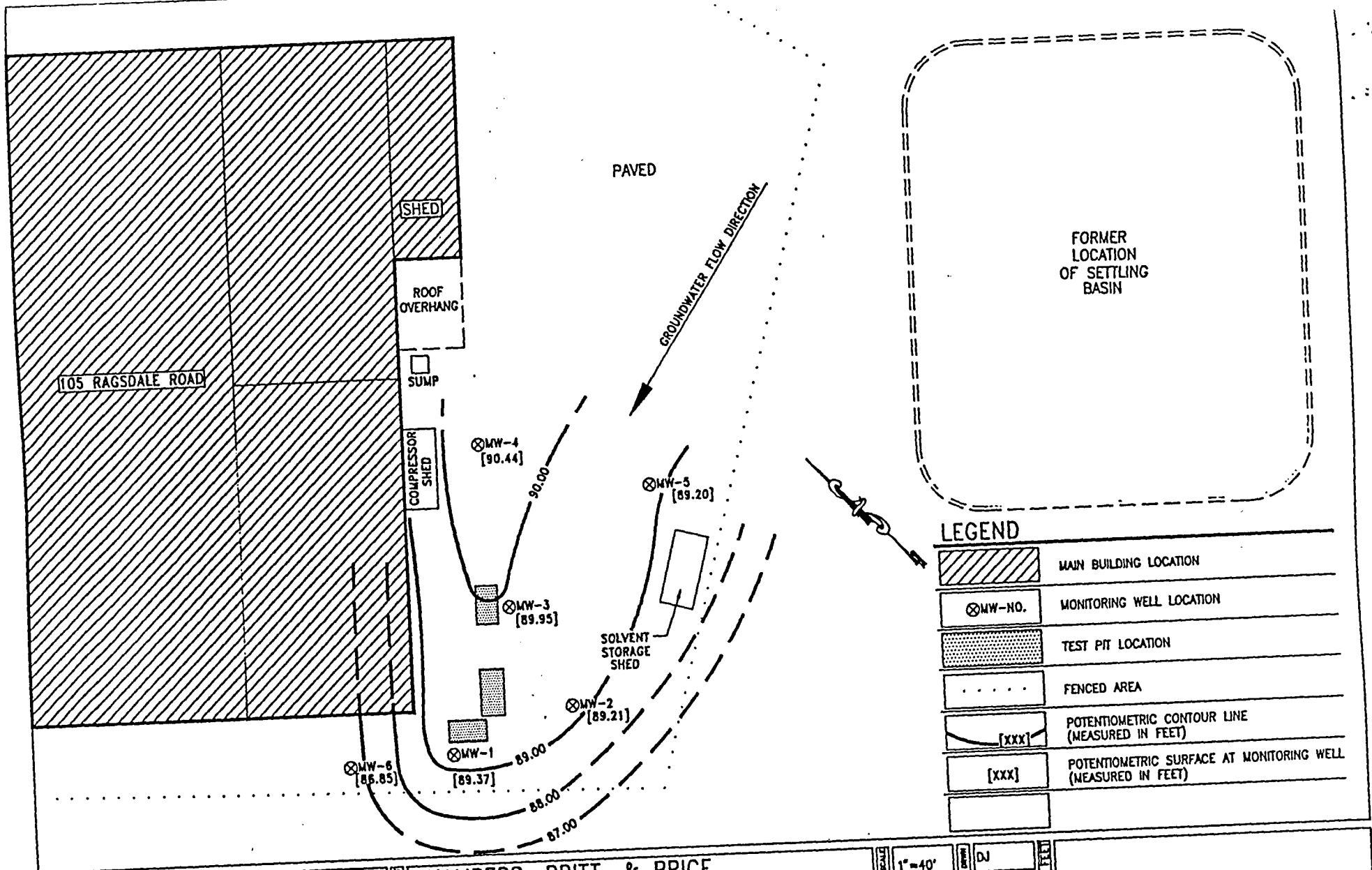
	MAIN BUILDING LOCATION
	MONITORING WELL LOCATION
	TEST PIT LOCATION
	FENCED AREA
	2" PVC LIQUID LINE AND 1.5" ELECTRICAL PVC CONDUIT (SUBGRADE)
	8" TERRACOTTA PIPE MATERIAL (SUBGRADE)



OWNER	CHAMBERS, BRITT, & PRICE	SCALE	1"=40'	DATE	02/18/95	BY	DJ
SITE	105 RAGSDALE ROAD	DATE	02/18/95	BY	EQBH	PROJECT	RC35-088
CITY	JAMESTOWN	STATE	NORTH CAROLINA	PROJECT	RC35-088	NO.	2
TITLE	MONITORING WELL LOCATION MAP	PROJECT	RC35-088	NO.	2		

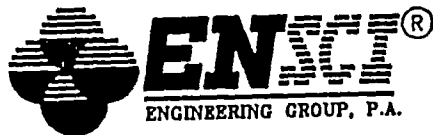
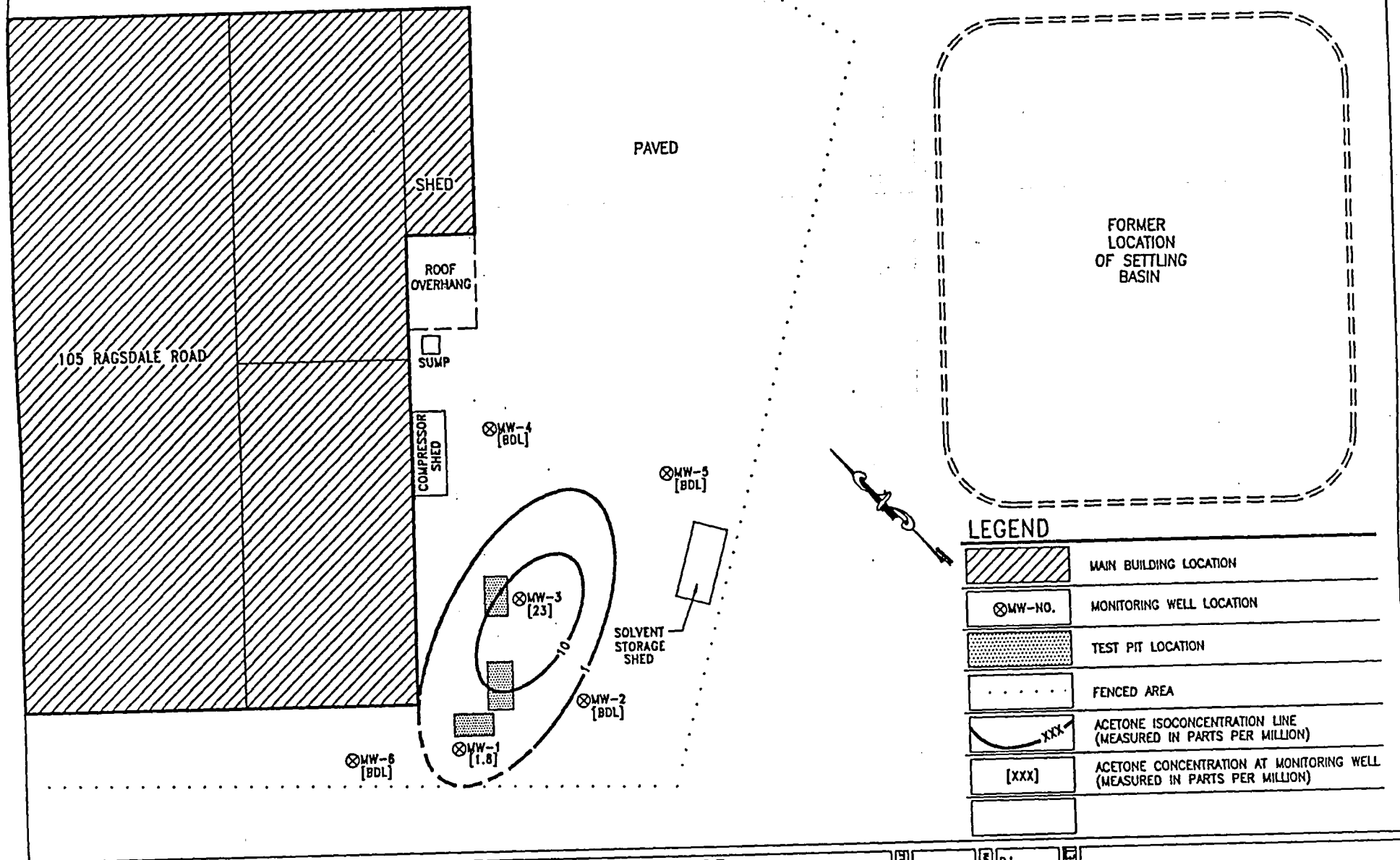
GRAPHIC SCALE IN FEET





BY	CHAMBERS, BRITT, & PRICE	SCALE	1"=40'	DATE	1/10/95	BY	DJ
PROJECT	105 RAGSDALE ROAD	DATE	1/10/95	BY	EQBH	PROJECT	RC35-086
LOCATION	JAMESTOWN	STATE	NORTH CAROLINA	PROJECT	RC35-086	PROJECT	3
DESCRIPTION	POTENTIOMETRIC SURFACE MAP	PROJECT	RC35-086	PROJECT	3	PROJECT	





CHAMBERS, BRITT, & PRICE

105 RAGSDALE ROAD

JAMESTOWN

NORTH CAROLINA

ACETONE ISOCONCENTRATION MAP

1"=40'

DJ

1/18/95

EQBH

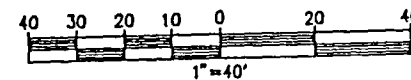
ACE

RC35-086

RC35-086

4

GRAPHIC SCALE IN FEET



Appendix A

Technical Methods, Field Drilling Records and Monitoring Well Installation Records

Soil Boring/Monitoring Well Installation

ENSCI used the following procedure to install soil borings and monitoring wells at this site:

1. Boring and well locations were chosen, and 2 by 2 foot squares were cut in the asphalt, if necessary.
2. All-down hole drilling equipment was steam cleaned prior to use and between borings.
3. Borings were advanced using a truck-mounted drill rig equipped with air-rotary/ air impact-hammer drilling capabilities.
4. drill cutting were collected for description and logging.
5. Soil borings that were not completed as monitoring wells were backfilled with drill cuttings.
6. Six Type II monitoring wells were installed using 2-inch schedule 40 PVC riser and 2-inch, 0.010-inch slotted well screen.
7. A filter pack of #3 well sand was installed to a level of 2 feet above the top of the screen in each well. A 1.5-foot bentonite seal was placed on top of the filter pack and the annular space was backfilled to grade with a portland cement/bentonite grout. At the surface, each well was secured with a locking cap and a bolt-down manhole cover set in a 2 by 2 foot concrete pad.
8. All wells were developed by removing three casing volumes of water with a disposable bailer. All water removed during development was placed in drums for subsequent disposal.

Groundwater Sampling Procedure For Monitoring Wells

1. Depth to groundwater and total well depth were measured using a properly decontaminated electric interface probe. This information was recorded and the volume of the water in the well casing was calculated
2. To purge stagnant water from each well, three casing volumes of water were removed from each well or the well was bailed to dryness twice using a properly decontaminated Teflon bailer. During purging, pH, temperature and specific conductivity data were collected and evaluated to ensure that fresh formation water was being sampled. Water removed from wells during purging was placed in drums for later disposal.

3. Groundwater samples were collected with a properly decontaminated Teflon bailer, placed in properly prepared glass containers, packed in ice, and delivered to an EPA approved laboratory facility. Proper chain of custody procedures were maintained from the time of sample collection through analysis.
4. To prevent cross contamination of samples between wells, a properly decontaminated Teflon bailer was used for each well. Disposable latex gloves were worn by field personnel during purging and sampling and were changed between wells.

Decontamination Procedure

All drilling and sampling equipment is decontaminated as necessary using a steam cleaner or using the procedure described below.

1. Wash with nonphosphate detergent and water, brush to remove particulate matter.
2. Rinse with tap water.
3. Rinse with 10 percent nitric acid solution.
4. Rinse with deionized water.
5. Rinse with pesticide-grade isopropyl alcohol.
6. Rinse with deionized water.
7. Air dry as long as possible.

FIELD DRILLING RECORD

MONITORING WELL INFORMATION (IF APPLICABLE)

RISER LENGTH(ft) 5 DEPTH(ft) 0-5 DIAMETER(in) 2 MATERIAL PVC
 SCREEN LENGTH(ft) 20 DEPTH(ft) 5-25 DIAMETER(in) 2 MATERIAL PVC
 DEPTH TO TOP OF SAND 3 Feet BAGS OF SAND 12
 DEPTH TO TOP SEAL 1 1/2 Feet BENTONITE USED 1 Bag
 BAGS OF CEMENT USED 3

FOR OFFICE USE ONLY
Quad No _____ Serial No _____
Lat _____ Long _____ PC _____
Minor Basin _____
Basin Code _____
Header Ent _____ GV-1 Ent _____

WELL CONSTRUCTION RECORD

Drilling Contractor: Aqua Drill
Driller Registration # _____ 1361 _____

State Well Construction
Permit Number: _____

1. WELL LOCATION: (Show sketch of the location below)
Nearest Town: _____ Jamestown _____
_____ 105 Ragsdale Road _____
(Road, Community, or Subdivision and Lot No.)

County: _____ Guilford _____

Depth		DRILLING LOG Formation Description
From	To	
0	9	Brown, silty sand turning grey and finer in texture with depth.
9	25	Solid rock from 9 ft. Diorite.

2. OWNER _____ Dr. Seymour Filman _____
ADDRESS _____ 2055 Carminito San Nichols _____
_____ (Street or Route No) _____
_____ LaJolla, CA 92037 _____

3. DATE DRILLED _____ 11-4-94 _____ USE OF WELL _____ Monitoring _____

4. TOTAL DEPTH _____ 25' _____ CUTTINGS COLLECTED _____ XX_Y _____ N

5. DOES WELL REPLACE EXISTING WELL? _____ Y _____ XX_N _____

6. STATIC WATER LEVEL: _____ FT. _____ above TOP OF CASING
_____ X below

TOP OF CASING IS _____ 0 _____ FT. ABOVE LAND SURFACE.

7. YIELD (gpm): _____ NA _____ METHOD OF TEST _____ NA _____

8. WATER ZONES (depth): _____

9. CHLORINATION: TYPE _____ NA _____ AMOUNT _____

10. CASING:

Depth	Well Thickness	Diameter or Weight/Ft.	Material
From _____ 0 _____ To _____ 5 _____ Ft.	_____ 2" _____	_____ Sch 40 _____	_____ PVC _____
From _____ To _____ Ft.	_____	_____	_____
From _____ To _____ Ft.	_____	_____	_____

If additional space needed - use back of form.

LOCATION SKETCH

(Show direction and distance from at least two State
or other map reference points.)

See Map MW-4

11. GROUT:

Depth	Material	Method
From _____ 0 _____ To _____ 1.5 _____ Ft.	_____ Portland _____	_____
From _____ 1.5 _____ To _____ 3 _____ Ft.	_____ Bentonite _____	_____

12. SCREEN:

Depth	Diameter	Slot Size	Material
From _____ 5 _____ To _____ 25 _____ Ft.	_____ 2 _____ in.	_____ .010 _____ in.	_____ PVC _____
From _____ To _____ Ft.	_____ in.	_____ in.	_____
From _____ To _____ Ft.	_____ in.	_____ in.	_____

13. GRAVEL PACK:

Depth	Size	Material
From _____ 3 _____ To _____ 25 _____ Ft.	_____ #3 _____	_____ Filter Sand _____
From _____ To _____ Ft.	_____	_____

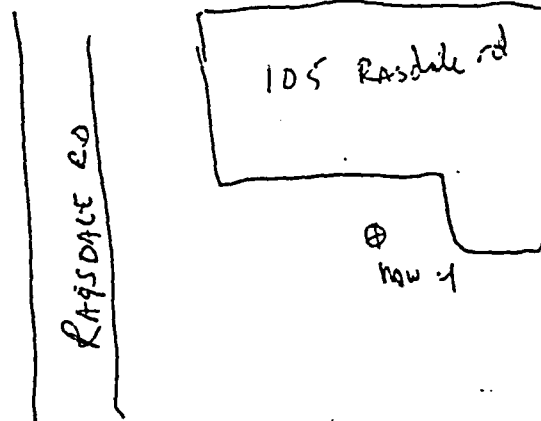
14. REMARKS: _____

I DO HEREBY CERTIFY THAT THIS WELL WAS CONSTRUCTED IN ACCORDANCE WITH 15 NCAC 2C, WELL CONSTRUCTION STANDARDS,
AND THAT A COPY OF THIS RECORD HAS BEEN PROVIDED TO THE WELL OWNER.

SIGNATURE OF CONTRACTOR OR AGENT

DATE

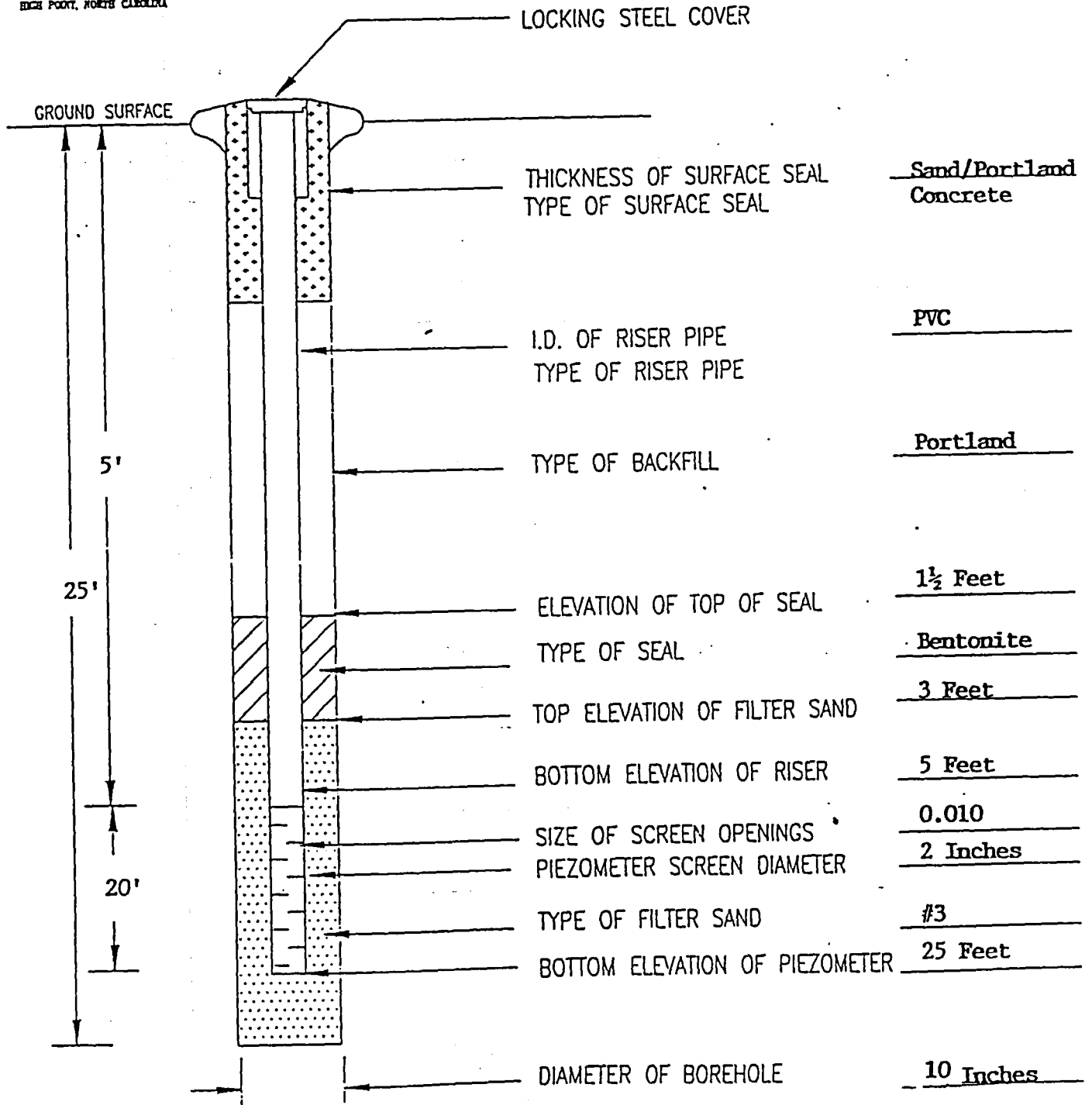
Submit original to Div of Environmental Management and copy to well owner.



11/5/95

MONITORING WELL INSTALLATION SKETCH

PROJECT L P Staples PIEZOMETER NUMBER MM-4
 GROUND ELEVATION NA DEPTH TO WATER LEVEL 8.81
 BENCH MARK DATA NA ELEVATION OF WATER LEVEL 90.44
 ELEVATION OF TOP OF PIEZOMETER 99.25



FIELD DRILLING RECORD

MONITORING WELL INFORMATION (IF APPLICABLE)

RISER LENGTH(ft) 5 DEPTH(ft) 0-5 DIAMETER(in) 2 MATERIAL PVC
 SCREEN LENGTH(ft) 20 DEPTH(ft) 5-25 DIAMETER(in) 2 MATERIAL PVC
 DEPTH TO TOP OF SAND 3 Feet BAGS OF SAND 13
 DEPTH TO TOP SEAL 1½ Feet BENTONITE USED 1 Bag
 BAGS OF CEMENT USED 3

FOR OFFICE USE ONLY
Quad No _____ Serial No _____
Lat _____ Long _____ PC _____
Minor Basin _____
Basin Code _____ GV-1 Est _____
Header Est _____

WELL CONSTRUCTION RECORD

Drilling Contractor: Aqua Drill
Driller Registration # 1361

State Well Construction
Permit Number: _____

1. WELL LOCATION: (Show sketch of the location below)
Nearest Town: Jamestown
105 Ragsdale Road
(Road, Community, or Subdivision and Lot No.)

County: Guilford

Depth
From _____ To _____

DRILLING LOG
Formation Description

0 10

Brown, silty sand
turning grey and finer
in texture with depth.

10 25

Solid rock from 10 ft.
Diorite.

2. OWNER Dr. Seymour Filman
ADDRESS 2055 Carminito San Nichols
(Street or Route No)
Lajolla, CA 92037
3. DATE DRILLED 11-4-94 USE OF WELL Monitoring
4. TOTAL DEPTH 25' CUTTINGS COLLECTED XX Y N
5. DOES WELL REPLACE EXISTING WELL? Y XX N
6. STATIC WATER LEVEL: _____ FT. above TOP OF CASING
X below

TOP OF CASING IS 0 FT. ABOVE LAND SURFACE.
7. YIELD (gpm): NA METHOD OF TEST NA

8. WATER ZONES (depth): 20 to Total Depth

9. CHLORINATION: TYPE NA AMOUNT _____
10. CASING:

Depth	Wall Thickness	Diameter or Weight/Ft.	Material
From <u>0</u> To <u>5</u> Ft.	<u>2"</u>	<u>Sch 40</u>	<u>PVC</u>
From _____ To _____ Ft.	_____	_____	_____
From _____ To _____ Ft.	_____	_____	_____

If additional space needed - use back of form.

LOCATION SKETCH
(Show direction and distance from at least two State
or other map reference points.)

See Map MW-5

11. GROUT:

Depth	Material	Method
From <u>0</u> To <u>1.5</u> Ft.	<u>Portland</u>	_____
From <u>1.5</u> To <u>3</u> Ft.	<u>Bentonite</u>	_____

12. SCREEN:

Depth	Diameter	Slot Size	Material
From <u>5</u> To <u>25</u> Ft.	<u>2</u> in.	<u>.010</u> in.	<u>PVC</u>
From _____ To _____ Ft.	_____ in.	_____ in.	_____
From _____ To _____ Ft.	_____ in.	_____ in.	_____

13. GRAVEL PACK:

Depth	Size	Material
From <u>3</u> To <u>25</u> Ft.	<u>#3</u>	<u>Filter Sand</u>
From _____ To _____ Ft.	_____	_____

14. REMARKS:

I DO HEREBY CERTIFY THAT THIS WELL WAS CONSTRUCTED IN ACCORDANCE WITH 15 NCAC 2C, WELL CONSTRUCTION STANDARDS,
AND THAT A COPY OF THIS RECORD HAS BEEN PROVIDED TO THE WELL OWNER.

SIGNATURE OF CONTRACTOR OR AGENT

DATE 11/5/95
submit original to Div of Environmental Management and copy to well owner.

RA G S D A L E R D



⊗ mw-5

SMITH, FOLLIN & JAMES

ATTORNEYS AND COUNSELLORS AT LAW

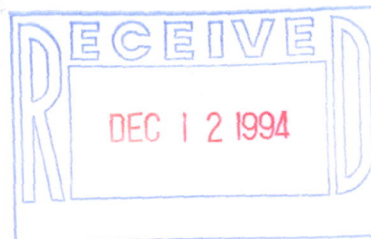
POST OFFICE BOX 990

GREENSBORO, NORTH CAROLINA 27402

NORMAN B. SMITH
MARION G. FOLLIN III
J. DAVID JAMES
MARGARET F. ROWLETT
SETH R. COHEN

STREET ADDRESS:
101 S. ELM ST., SUITE 310
GREENSBORO, NC 27401
TELEPHONE: (910) 274-2992
FAX: (910) 274-8490

December 6, 1994



Ms. Kelly Gage
Toxic and Health Hazard Specialist
Guilford County Emergency Services
P.O. Box 18807
Greensboro, NC 27419

RE: Property at 105 Ragsdale Rd., Jamestown, North Carolina

Dear Kelly:

I have not heard from you since our meeting several weeks ago. At that time, you intended to contact the prior operators of the property in Jamestown, North Carolina, which is owned by my client. Could you please update me on your progress?

Thank you very much for your attention to this matter.

Yours sincerely,

Seth R. Cohen

SRC:pml:4055

cc: Dr. Seymour Filman

State of North Carolina
Department of Environment,
Health and Natural Resources
Winston-Salem Regional Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary
Leesha Fuller, Regional Manager

Sherri,
I've never rec'd
initialed copy from
you. Did you send?
If not please
forward to Laton.

KCG-
12/19/94

MEMORANDUM:

To: Don Laton
Attorney General's Office

From: Kelly Gage *WG*
Guilford County

Through: Sherri Knight
Groundwater Supervisor

Date: October 31, 1994

Re: Staples, L.P., 105 Ragsdale Rd., Jamestown, Guilford
County, NC

Soil contamination has been confirmed at the referenced site in association with an oil/water separator, a drum storage area, and a settling basin. Several different individuals and corporations have owned and operated a manufacturing facility on the property. Your assistance in determining the responsible parties based on the following information would be appreciated.

Property Owner:	Estate of William G. Ragsdale
June 20, 1966	Purchased by M.E. and R.E. Powers
December 19, 1967	Deeded to Powers Wire Products, aka Power-Line Sales, Inc., aka Power Line Fastening Systems, Inc., aka Fastening Liquidation, Inc. with F. B. Nance listed as President and W.M. McPherson listed as Agent
May 31, 1986	Deeded to Spenax Corporation, sole shareholders David E. Greene & Robert J. Coulter
April 28, 1987	Deeded to Jaygee & Efbe Realty Company
April 28, 1987	Leased Property to Spenax Corporation

December 30, 1988 Spenax Corporation assigned its rights to Staples, L.P., with the general partner being Staples, Inc. and the limited partners being Robert J. Coulter & David E. Greene as well as acting as General Manager and Assistant General Manager respectively

December, 1988 Manufacturing operations ceased at the facility

Documentation is enclosed. Please note the letter from the Town of Jamestown detailing the discharging to the settling basin. Please call if you have any questions or need additional information.

MAIL TO Whitley & Washington, Attorneys, P. O. Box 560, High Point, N. C. 27261

This Deed, Made this 19 day of December, 1967, by and between M. E. Powers and wife Gloria Powers; R. E. Powers and wife Mary Louise Powers, of Guilford County and State of North Carolina, hereinafter called Grantor, and Powers Wire Products Co., Inc., a California Corporation

WITNESSETH That the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and or successors and a few premises in Jamestown Township, Guilford County, North Carolina, described as follows:

BEGINNING at an iron pin in the eastern right of way line of Ragsdale Road, said iron pin being located North 24° 45' 30" East 275 feet from a new iron pin in the river bank of Deep River, in the Town of Jamestown, and running thence along said right of way line of Ragsdale Road, North 24° 45' 30" East 412.55 feet (crossing the southern right of way line of the Southern Railroad) to a new iron pin in the center line of the old northbound track of the Southern Railroad; and running thence North 61° 15' 30" East along the center line of the old northbound track of the Southern Railroad, 156.76 feet to an existing Tee iron; and running thence along the Union Bag Camp Paper Corporation line South 23° 02' East 568.92 feet (crossing the southern right of way line of the Southern Railroad) to an existing concrete monument; running thence along the W. C. Ragsdale line South 52° 11' 20" West 245.54 feet to an existing iron pin; thence continuing along the W. C. Ragsdale line South 52° 11' 20" West 17.93 feet to an iron pin; thence North 54° 06' 10" West 400.76 feet to the point and place of beginning; as per map designated as "Property of W. C. Ragsdale Estate" dated August 18, 1964, revised October 26, 1964, and March 15, 1966, by Southern Mapping and Engineering Co., Greensboro, North Carolina, Job No. A-173-64.

25582

555 5127 441 200002.00 DO

555 5127 441 200000.25 FE

The above land was conveyed in Grantor by Mary R. Strickland et al. See Book No. 2283 Page 601 TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and or successors and assigns forever. And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever. When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the female.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

STATE OF NORTH CAROLINA - Guilford County
I, J. E. T. Noe, a Notary Public of said County, do hereby certify that
R. E. Powers and wife Gloria Powers

Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.
Witness my hand and notarial seal, this the 19th day of December, 1967.

My Commission Expires: JUL 1, 1968
STATE OF NORTH CAROLINA - Guilford County
I, J. E. T. Noe, a Notary Public of said County, do hereby certify that
R. E. Powers and wife Mary Louise Powers

Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.
Witness my hand and notarial seal, this the 19th day of December, 1967.

My Commission Expires: JUL 1, 1968
STATE OF NORTH CAROLINA - Guilford County
The foregoing certificate of J. E. T. Noe, N.P. of Los Angeles Co. Calif. is certified to be correct. This APR 12 1968
Mark Stewart, Register of Deeds, Guilford County, N. C.

Recording Fee paid
Probate Fee paid
By Mary Belle Atkins, County Register of Deeds

This Deed drawn by Whitley and Washington, P. O. Box 560, High Point, North Carolina

PRESENTED
FOR REGISTRATION
AND RECORDED

APR 12 2 49 PM '68

MARK STEWART
REGISTER OF DEEDS
GUILFORD COUNTY, N. C.

2368 665

NORTH CAROLINA

GUILFORD COUNTY

THIS DEED, Made this 20th day of June, 1966, by and between MARY R. STRICKLAND and husband, SAMUEL H. STRICKLAND, LUCY R. HEILIG (WIDOW), VIRGINIA R. COX and husband, JOSEPH J. COX, WILLIAM G. RAGSDALE, JR. and wife, MARY E. RAGSDALE, EMILY RAGSDALE (SINGLE), and THOMAS G. RAGSDALE and wife, MARGARET H. RAGSDALE, of Guilford County and State of North Carolina, hereinafter called Grantors, and M. F. POKERS and R. E. POKERS, of Los Angeles County, and State of California, hereinafter called Grantees.

WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten (\$10,000) Dollars and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, premises in Jamestown Township, Guilford County, North Carolina, described as follows:

BEGINNING at an iron pin in the eastern right of way line of Ragdale Road, said iron pin being located North 24° 45' 30" East 27.5 feet from a new iron pin in the river bank of Deep River, in the Town of Jamestown, and running thence along said right of way line of Ragdale Road, North 24° 45' 30" East 512.5 feet (crossing the southern right of way line of the Southern Railroad) to a new iron pin in the center line of the old northbound track of the Southern Railroad; and running thence North 61° 15' 30" East along the center line of the old northbound track of the Southern Railroad, 156.76 feet to an existing Tee Iron; and running thence along the Union Bag Camp Paper Corporation line South 73° 02' East 508.92 feet (crossing the southern right of way line of the Southern Railroad) to an existing concrete monument; running thence along the W. G. Ragdale line South 52° 11' 20" West 55.5 feet to an existing iron pin; thence continuing along the W. G. Ragdale line South 52° 11' 20" West 17.93 feet to an iron pin; thence North 54° 06' 10" West 500.76 feet to the point and place of beginning; as per map designated as "Property of W. G. Ragdale Estate" dated August 18, 1964, revised October 26, 1964, and March 15, 1966, by Southern Mapping and Engineering Co., Greensboro, North Carolina, Job No. A-17-66.

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant that they are seized of said premises in fee, and have the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

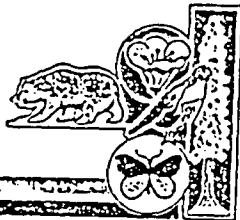
MARTIN WHITLEY
AND
WASHINGTON
LAW OFFICES
HIGH POINT, N. C.



C# 0211262

NAME CHANGED FROM: POWER-LINE SALES, INC. TO POWER LINE FASTENING
SYSTEMS, INC. ON 11-19-80. WHICH WAS THEN CHANGED
TO: FASTENING LIQUIDATION, INC.

ON: 6-30-86.



State
of
California

OFFICE OF THE SECRETARY OF STATE

I, MARCH FONG EU, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

NOV 13 1980



March Fong Eu

Secretary of State

8X3268 PGI 02J...

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
NOV 19 1980

MARCH FONG EU, Secretary of State
By BILL HOLDEN
Deputy

Frank B. Nance and William M. McPherson certify that:

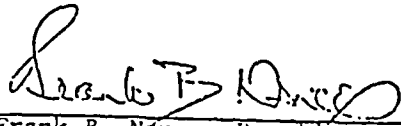
1. They are the president and the secretary, respectively, of Power-Line Sales, Inc., a California corporation.

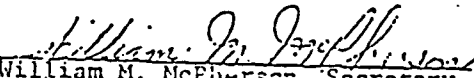
2. Article I of the articles of incorporation of this corporation is amended to read as follows:

"The name of this corporation is Power Line Fastening Systems, Inc."

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.

4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 39,600 of Class B shares, 450,000 of Class A shares and the number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of the Class B shares.


Frank B. Nance, President


William M. McPherson, Secretary

BX3268 PG1022

The undersigned declare under penalty of perjury
that the matters set forth in the foregoing certificate are
true of their own knowledge. Executed at *El Monte*,
California on *October 28*, 1980.

Frank B. Nance
Frank B. Nance

William M. McPherson
William M. McPherson



State of California

March Hong Ku

Secretary of State

P.O. Box 2530
Sacramento, CA 95812
Phone: (916) 445-2020

STATEMENT BY DOMESTIC STOCK CORPORATION

(THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1502, CORPORATIONS CODE))

88-357718

FILED
SACRAMENTO, CALIF

OCT 1 '86

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR BLACK INK

1. 2112620 DUE DATE 11-30-86 117755

HASTENING LIQUIDATION, INC.
10180 E. VALLEY BLVD.
EL MONTE, CA 91734

DO NOT WRITE IN THIS SPACE

DO NOT ALTER PREPRINTED NAME. IF ITEM NO. 1 IS BLANK, PLEASE ENTER CORPORATE NAME

STATEMENT BY DOMESTIC STOCK CORPORATION TAKES THE FOLLOWING STATEMENT

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE ROOM NO. 2A. CITY & STATE 25. ZIP CODE

10180 E. VALLEY BLVD EL MONTE CA 91731

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA ROOM NO. 3A. CITY 3B. ZIP CODE

10180 E. VALLEY BLVD CA 91731

4. MAILING ADDRESS ROOM NO. 4A. CITY & STATE 4B. ZIP CODE

10180 E. VALLEY BLVD EL MONTE CA 91731

5. CHIEF EXECUTIVE OFFICER 5A. BUSINESS OR RESIDENCE ADDRESS 5B. CITY & STATE 5C. ZIP CODE

F.B. NANCE 10180 E. VALLEY BLVD EL MONTE CA 91731

6. SECRETARY 6A. BUSINESS OR RESIDENCE ADDRESS 6B. CITY & STATE 6C. ZIP CODE

W.M. McPHERSON 10180 E. VALLEY BLVD EL MONTE CA 91731

7. CHIEF FINANCIAL OFFICER 7A. BUSINESS OR RESIDENCE ADDRESS 7B. CITY & STATE 7C. ZIP CODE

W.M. McPHERSON 10180 E. VALLEY BLVD EL MONTE CA 91731

8. NAME F.B. NANCE 8A. BUSINESS OR RESIDENCE ADDRESS 8B. CITY & STATE 8C. ZIP CODE

GEORGE R. ROBERTS 10180 E. VALLEY BLVD EL MONTE CA 91731

9. NAME 9A. BUSINESS OR RESIDENCE ADDRESS 9B. CITY & STATE 9C. ZIP CODE

ROBERT J. McDONNELL 5 A.M.C. 91731

10. NAME 10A. BUSINESS OR RESIDENCE ADDRESS 10B. CITY & STATE 10C. ZIP CODE

GEROME KENLBERG JR 5 A.M.C. 91731

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

12. NAME W.M. McPHERSON

13. CALIFORNIA BUSINESS OR RESIDENCE ADDRESS IF AGENT IS AN INDIVIDUAL DO NOT USE NO. 8011 DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION

10180 E. VALLEY BLVD EL MONTE CA 91731

14. DESCRIBE TYPE OF BUSINESS OF THE CORPORATION

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE

W.M. McPHERSON

TYPE OR PRINT NAME OF SIGNING OFFICER OF AGENT

16. I DECLARE THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF THE CORPORATION WHICH IS ON FILE IN THE

SECRETARY OF STATE'S OFFICE, 2002, NOT AFTER 11/30/86 (READ INSTRUCTIONS BEFORE COMPLETING THIS ITEM)

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01/21/94 SSCPS27

STATUS INQUIRY

PAGE 1

08:08:37
CPOISTA3

NAME FASTENING LIQUIDATION, INC.

NAME CHANGED FROM POWER LINE FASTENING SYSTEMS, INC. ON 06/30/1986

CORP NO C0211262	INC. DATE 11/04/1946	STATUS DISSOLVED	12/30/1986
DOMESTIC STOCK	CLASS		
	NO OF PAGES 00	ST/CTRY	
STMNT/OFFICERS	LAST COMPLETE C	DATE 10/01/86	NO 0397718
	COMPL/NC C	DATE 09/23/85	NO 0372914
OFFICERS CERT	EXEMPTION CODE	DATE	NO A/P

PRINCIPAL EXECUTIVE ADDR

CITY/ST/CNTRY

ZIP

CALIFORNIA ADDRESS

CITY

CA

MAILING ADDRESS

10180 E VALLEY BLVD

CITY/ST/CNTRY EL MONTE

CALIFORNIA
ZIP 91731

PRES NAME F B NANCE

ADDRESS 10180 E VALLEY BLVD

CITY/ST/CNTRY EL MONTE

CA
ZIP 91731

AGENT NAME W M MC PHERSON

ADDRESS 10180 E VALLEY BLVD

CITY EL MONTE

CA 91731

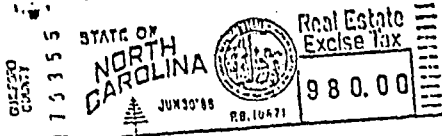
TYPE OF BUSINESS

ENTR=CONTINUE

PF2=HISTORY

PF3=BACK TO WORKSCREEN

PF10=MAIN MENU



188472

RECORDED
KAY L. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY NC

JUN 30 1 44 PM '86

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 06/30-66-
Verified by County on the 1. DEEDS 188472 194.00
by 2 DEEDS, ADDN PAGE(S) 3.00
1 PROBATE FEE 1.00

Mail after recording to Thomas S. Stukes, P.O. Box 21927, Greensboro, NC 27420

This instrument was prepared by Thomas S. Stukes, Atty.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31st day of May, 1986, by and between

GRANTOR

GRANTEE

Power-Line Fastening Systems, Inc.
(formerly Power Line Sales, Inc.),
a California corporation
10180 East Valley Boulevard
El Monte, California 91731

Spenax Corporation, an Indiana
corporation

860 Elston Drive
Shelbyville, Indiana 46176

1 EXCISE TAX STAMP

980.00

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Jamestown, Township,
Guilford County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto.

BK3512PG1916

EXHIBIT A

BEGINNING at an iron pin in the eastern margin of Ragdale Road, which iron pin is located 8 feet 6 inches from the eastern edge of the pavement of said road and also located South 24 deg. 46' 59" West 652.55 feet from the southern edge of the pavement of U.S. 29A - 70A in the Town of Jamestown, North Carolina, and running thence along the margin of said road, crossing the Southern Railway right-of-way line, North 24 deg. 46' 59" East 412.55 feet to an existing iron stake 15 feet from the existing Southern Railway track; thence North 61 deg. 17' 25" East 156.65 feet to an existing iron stake; thence along the line of Union Camp Paper Corporation, and crossing the Southern Railway right-of-way line South 23 deg. 00' 05" East 568.92 feet to an iron pin; thence South 52 deg. 10' 45" W 263.46 feet to an existing iron pin; thence along the line of W. G. Ragdale North 54 deg. 03' 11" West 400.39 feet to the point and place of Beginning, containing 4.656 acres more or less, as per map designated as Property of Power-Line Sales, Inc., prepared by Davis-Martin & Associates, Inc., Engineers, dated October 17, 1975, Revised November 7, 1975, Revised January 25, 1983, Job No. S-9973.

The above property is subject to an easement and right of way for ingress, egress and regress over, across and through the above described property, which easement is described as follows: BEGINNING at an iron pin, the northeast corner of that property conveyed to Powers Wire Products, Co., Inc. (now Power Line Fastening Systems, Inc.) by deed recorded in Book 2366, at Page 665, and also being a corner of Union Camp Paper Corp., said iron pin also being South 23 deg. 00' 05" East 568.92 feet from an iron pin which is 15 feet east of the existing Southern Railway track; running thence along the line of Union Camp Paper Corp. North 23 deg. 00' 05" West 448.92 feet to a point in the south line of that easement described in Book 2134, at Page 741; running thence along the south side of that easement described in Book 2134, at Page 741 South 61 deg. 17' 25" West 40.20 feet to a point on the south side of said easement described in Book 2134, at Page 741; running thence South 23 deg. 00' 05" East 455.50 feet to a point in the east line of that tract of land conveyed to Powers Wire Products Co., Inc., (now Power Line Fastening Systems, Inc.) by deed recorded in Book 2366, at Page 665; running thence North 52 deg. 10' 45" East 41.38 feet to the point and place of BEGINNING. The same being a 40 foot easement along the north line of that property described in Book 2366, at Page 665.

BK3512PG1918

Prepared by Edward H. Auer, Jr.
+ H.A.L.T. PO Box 2756
High Rise 4C
27261

Pick Up
Ed Post

SPECIAL CORPORATION WARRANTY DEED

Grantee's address: 40 East 69th Street
New York, NY 10021
Attn: A. A. Rosen

This Special Corporation Warranty Deed made as of this
28th day of April, 1987 by and between Spenax Corporation, an
Indiana corporation, hereinafter called Grantor, and Jaygeo Realty Co. and
Ebo Realty Co., New York partnership, hereinafter called
Grantee.

1 DEEDS 249115 04/30/87 4.00

WITNESSETH, that the Grantor, for and in consideration of
Ten Dollars and other good and valuable consideration to it in
hand paid by the Grantee, the receipt hereof is hereby acknow-
ledged, hereby conveys and specially warrants unto the Grantee,
his heirs and/or successors and assigns, the real estate
described in the attached Exhibit A, incorporated herein by
reference.

4 DEEDS ADDN PAGE(S) 6.00

The warranty of title by Grantor is limited to a warranty
against the acts of Grantor and those claiming by, through, or
under Grantor and not otherwise, and such warranty is subject
to the following exceptions:

1 PROBATE FEE 1.00

1. Real estate taxes not yet due and payable.

2. All easements, encumbrances, restrictions, encroach-
ments, rights-of-way, and covenants of record

EXCISE TAX STAMP 1500.00

3. Anything which would have been disclosed by an
accurate survey of the property.

The undersigned persons executing this deed on behalf of
Grantor represent and certify that they are duly elected
officers of Grantor and have been fully empowered, by proper
resolution of the Board of Directors of Grantor, to execute and
deliver this deed; that Grantor has full corporate capacity to
convey the real estate described herein; and that all necessary
corporate action for the making of such conveyance has been
taken and done.

The above land was conveyed to Grantor by Warranty Deed.
See Instrument No. 188472, Book 3512, Page 1916.

IN WITNESS WHEREOF, the Grantor has caused this deed to
be executed by its duly authorized officers and its seal to be
hereunto affixed, the day and year first above written.



SPENAX CORPORATION, an
Indiana corporation

By David E. Greene
David E. Greene
Vice President

ATTEST

Robert A. Kassing
Robert A. Kassing
Assistant Secretary

8K3582PG1870

REAL ESTATE DESCRIPTION

BEGINNING at an iron pin in the eastern margin of Ragsdale Road, which iron pin is located 8 feet 6 inches from the eastern edge of the pavement of said road and also located South 24 deg. 46' 59" West 652.55 feet from the southern edge of the pavement of U.S. 29A - 70A in the Town of Jamestown, North Carolina, and running thence along the margin of said road, crossing the Southern Railway right-of-way line, North 24 deg. 46' 59" East 412.55 feet to an existing iron stake 15 feet from the existing Southern Railway track; thence North 61 deg. 17' 25" East 156.65 feet to an existing iron stake; thence along the line of Union Camp Paper Corporation, and crossing the Southern Railway right-of-way line South 23 deg. 00' 05" East 568.92 feet to an iron pin; thence South 52 deg. 10' 45" W 263.46 feet to an existing iron pin; thence along the line of W. G. Ragsdale North 54 deg. 03' 11" West 400.39 feet to the point and place of Beginning, containing 4.656 acres more or less, as per map designated as Property of Power-Line Sales, Inc., prepared by Davis-Martin & Associates, Inc., Engineers, dated October 17, 1975, Revised November 7, 1975, Revised January 25, 1983, Job No. S-9973.

The above property is subject to an easement and right of way for ingress, egress and regress over, across and through the above described property, which easement is described as follows: BEGINNING at an iron pin, the northeast corner of that property conveyed to Powers Wire Products, Co., Inc. (now Power Line Fastening Systems, Inc.) by deed recorded in Book 2366, at Page 665, and also being a corner of Union Camp Paper Corp., said iron pin also being South 23 deg. 00' 05" East 568.92 feet from an iron pin which is 15 feet east of the existing Southern Railway track; running thence along the line of Union Camp Paper Corp. North 23 deg. 00' 05" West 448.92 feet to a point in the south line of that easement described in Book 2134, at Page 741; running thence along the south side of that easement described in Book 2134, at Page 741 South 61 deg. 17' 25" West 40.20 feet to a point on the south side of said easement described in Book 2134, at Page 741; running thence South 23 deg. 00' 05" East 455.50 feet to a point in the east line of that tract of land conveyed to Powers Wire Products Co., Inc. (now Power Line Fastening Systems, Inc.) by deed recorded in Book 2366, at Page 665; running thence North 52 deg. 10' 45" East 41.38 feet to the point and place of BEGINNING. The same being a 40 foot easement along the north line of that property described in Book 2366, at Page 665.

BK3582PG1872

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

JAN 15 1993

SOUTHERN DISTRICT OF INDIANA
JOHN A. O'NEAL
CLERK

JAYGEE REALTY CO., a New York
General Partnership, and
EFBE REALTY CO., a New York
General Partnership,

Plaintiffs,

v.

ROBERT J. COULTER; VIRGINIA
COULTER; DAVID E. GREENE; SHEILA
G. GREENE; ROBERT P. KASSING;
STAPLES, an Indiana Limited
Partnership, and STAPLES, INC.

Cause No. IP 92-948-C

AMENDED COMPLAINT

Plaintiffs, complaining of defendants, allege and say:

1. Plaintiffs are general partnerships organized and existing under the laws of the state of New York.

2. Defendants Robert J. Coulter and Virginia Coulter are husband and wife and are citizens and residents of Shelby County, Indiana.

3. Defendants David E. Greene and Sheila G. Greene are husband and wife and are citizens and residents of Shelby County, Indiana.

4. Defendant Robert P. Kassing is a citizen and resident of Marion County, Indiana.

5. Defendant Staples is a limited partnership organized and existing under the laws of the state of Indiana.

6. Defendant Staples, Inc., is a corporation organized and existing under the laws of the state of Indiana.

7. Jurisdiction of this action is founded upon 28 U.S.C. § 1331 and 28 U.S.C. § 1441, together with 28 U.S.C. § 1367(a) and 28 U.S.C. § 1441(c). This action was commenced in the Superior Court of Guilford County, North Carolina, by plaintiffs, but was removed by defendants to the United States District Court for the Middle District of North Carolina, from whence it was transferred to this court.

8. On or about April 27, 1987, plaintiffs entered into a lease agreement with Spenax Corporation, for lease by plaintiffs to Spenax Corporation of a manufacturing and warehouse facility located in Jamestown, Guilford County, North Carolina. The lease agreement was for a term of ten years and provided for monthly rental payments in the amount of \$14,250.00, to be increased to \$16,500.00 per month at the beginning of the sixth year of the lease. The lessee agreed in the lease agreement to pay for all taxes, insurance, repairs, maintenance, and all other operating expenses of the leased property. The agreement provided that the lease would be governed by the laws of the state of North Carolina.

9. Spenax Corporation purportedly assigned all of its rights under the lease agreement to the limited partnership Staples on or about December 30, 1988. Thereafter, Staples or its assignee continued making lease payments to plaintiffs to and including the payment due for the month of February, 1991.

10. At all material times, defendants Robert J. Coulter and David E. Greene have been the sole shareholders of Spenax Corporation.

11. At all material times, defendant Staples, Inc., has been the nominal general partner of the limited partnership Staples.

12. At all material times, defendants Robert J. Coulter and David E. Greene, although nominally limited partners of the limited partnership Staples, have acted as general manager and assistant general manager, respectively, of that partnership, have held themselves out as managing partners, and have been reasonably perceived by plaintiffs to be the general partners of that partnership.

13. At all material times, defendant Robert P. Kassing, dominated, controlled, and manipulated the affairs of defendant Staples, Inc., so that this nominal corporation was in reality an extension of his own personality and his alter ego.

FIRST CAUSE OF ACTION FOR FRAUD

14. Plaintiffs reallege all of the allegations contained in paragraphs 1 through 13 hereof, as fully as if again set forth herein.

15. Defendants Robert J. Coulter, David E. Greene, and Robert P. Kassing caused Spenax Corporation to adopt a plan of liquidation under Indiana law on or about December 7, 1988.

16. No notice whatever was given to plaintiffs, any persons acting on their behalf, or the general public of the plan of liquidation of Spenax Corporation and its impending dissolution, even though defendants had actual knowledge at all times of plaintiffs' names and addresses, and full details of their rightful claims against Spenax Corporation.

17. The only notice that defendants gave of liquidation and dissolution of Spenax Corporation was by means of a legal advertisement in The Shelbyville News, which publication was calculated not to be likely to come to the attention of plaintiffs, persons acting on behalf of plaintiffs, and the general public.

18. Defendants Robert J. Coulter, David E. Greene, and Robert P. Kassing were the recipients and distributees of all of the assets of Spenax Corporation, including \$1,147,266 distributed to defendant Coulter, \$764,844 distributed to defendant Greene, and approximately \$200,000 in legal fees and other payments made to defendant Kassing and his firm.

19. The lease agreement between plaintiffs and Spenax Corporation provided in paragraph 10(d), that the lessee's dissolution or other termination of its corporate charter constituted a default of the lease agreement, for which plaintiffs were entitled a remedy.

20. The agreement between Spenax Corporation and Staples for the transfer of assets including the lease of plaintiffs' real estate, contained the provision that Staples was not assuming any liabilities or obligations of Spenax Corporation under the lease agreement with plaintiffs.

21. The liquidation and dissolution of Spenax Corporation and the agreement that Staples was not assuming liabilities under the lease were existing facts as of the time they occurred.

22. The liquidation and dissolution of Spenax Corporation and the agreement that Staples was not assuming liabilities under the

lease were facts material to plaintiffs, in that had they known these facts, plaintiffs could have taken reasonable steps to protect their interests with regard to the lease.

23. Defendants had a duty to communicate to plaintiffs the facts of dissolution and liquidation of Spenax Corporation and the agreement that Staples was not assuming liabilities under the lease.

24. Defendants Robert J. Coulter, David E. Greene, and Robert P. Kassing, acting individually and as agents and servants of defendant Staples and defendant Staples, Inc., maintained silence, and concealed from plaintiffs the facts of dissolution and liquidation of Spenax Corporation and the agreement that Staples was not assuming liabilities under the lease.

25. Defendants intended that plaintiffs rely on the absence of knowledge, or concealment, of the facts of dissolution and liquidation of Spenax Corporation and the agreement that Staples was not assuming liabilities under the lease.

26. Plaintiffs reasonably and justifiably relied on the belief that Spenax Corporation had not been dissolved and liquidated and that defendant Staples had assumed the liabilities of Spenax Corporation under the lease agreement.

27. The facts of the dissolution and liquidation of Spenax Corporation and the agreement that Staples was not assuming liabilities under the lease were not discoverable by plaintiffs in the exercise of reasonable diligence.

28. Proximately, directly, and solely as a result of defendants' fraudulent concealments, plaintiffs have been injured and damaged, by being deprived of the rental payments, taxes, insurance, repairs, maintenance, and other operating expenses, which are the obligation of the lessee under the lease agreement.

SECOND CAUSE OF ACTION FOR UNFAIR TRADE PRACTICE

29. Plaintiffs reallege all of the allegations contained in paragraphs 1 through 13 and 15 through 28 hereof, as fully as if again set forth herein.

30. The foregoing conduct on the part of defendants constitutes unfair and deceptive acts and practices affecting commerce, in violation of N.C.G.S. § 75-1.1(a).

31. Proximately, directly, and solely as a result of defendants' commission of unfair and deceptive acts and practices affecting commerce, plaintiffs have been injured and damaged, by being deprived of the rental payments, taxes, insurance, repairs, maintenance, and other operating expenses, which are the obligation of the lessee under the lease agreement.

THIRD CAUSE OF ACTION AGAINST DISTRIBUTEES OF THE PROPERTY OF SPENAX CORPORATION

32. Plaintiffs reallege all of the allegations contained in paragraphs 1 through 13 and 15 through 18 hereof, as fully as if again set forth herein.

33. At and prior to the dissolution and liquidation of Spenax Corporation defendant Robert J. Coulter received liquidating distributions in the amount of \$1,147,266 and defendant E. Greene received liquidating distributions in the amount of \$764,844.

40. The conveyances of the funds and property of Spenax Corporation to defendants Robert J. Coulter, David E. Greene, Staples, Staples, Inc., and Robert P. Kassing, were voluntary and without consideration, and Spenax Corporation did not retain property fully sufficient to pay its debts then existing, including the indebtedness to plaintiffs under the lease agreement.

41. The conveyances of the funds and property of defendants Robert J. Coulter and David E. Greene to defendants Virginia Coulter and Sheila G. Greene were voluntary and without consideration, and defendants Robert J. Coulter and David E. Greene did not retain property fully sufficient to pay their debts then existing, including the indebtedness to plaintiffs by reason of the other causes of action set forth herein.

42. The conveyances of the funds and property of Spenax Corporation to defendants Robert J. Coulter, David E. Greene, Staples, Staples, Inc., and Robert P. Kassing, were voluntary and without consideration, and were made with the actual intent of Spenax Corporation to defraud creditors, including plaintiffs.

43. The conveyances of the funds and property of defendants Robert J. Coulter and David E. Greene to defendants Virginia Coulter and Sheila G. Greene were voluntary and without consideration, and were made with the actual intent of defendants Robert J. Coulter and David E. Greene to defraud creditors, including plaintiffs.

44. The conveyances of the funds and property of Spenax Corporation to defendants Robert J. Coulter, David E. Greene,

Staples, Staples, Inc., and Robert P. Kassing, even if for a valuable consideration, were made with the actual intent on the part of Spenax Corporation to defraud creditors, including plaintiffs, which intent was participated in by defendants Robert J. Coulter, David E. Greene, Staples, Staples, Inc., and Robert P. Kassing, or of which these defendants had notice.

45. The conveyances of the funds and property of defendants Robert J. Coulter and David E. Greene to defendants Virginia Coulter and Sheila G. Greene, even if for a valuable consideration, were made with the actual intent on the part of defendants Robert J. Coulter and David E. Greene to defraud creditors, including plaintiffs, which intent was participated in by defendants Virginia Coulter and Sheila G. Greene, or of which these defendants had notice.

46. The conveyances of the funds and property of defendants Robert J. Coulter and David E. Greene to defendants Virginia Coulter and Sheila G. Greene were made in trust for the use of the persons making the transfers.

47. The foregoing circumstances establish that the conveyance of the assets of Spenax Corporation to defendants Robert J. Coulter, David E. Greene, Staples, Staples, Inc., and Robert P. Kassing, and the conveyance of the assets of defendants Robert J. Coulter and David E. Greene to defendants Virginia Coulter and Sheila G. Greene were fraudulent conveyances under the common law of the state of North Carolina and N.C.G.S. § 39-15.

34. To the extent of the assets of Spenax Corporation acquired by them, defendants Robert J. Coulter and David E. Greene are liable for the unsatisfied obligations of Spenax Corporation under the lease agreement with plaintiffs.

35. Defendants Robert J. Coulter and David E. Greene are justly indebted to plaintiffs for all unpaid rent, taxes, insurance, repairs, maintenance, and other operating expenses, which are the obligation of the lessee under the lease agreement.

36. Defendants Robert J. Coulter and David E. Greene have failed and refused to pay to plaintiffs any of the foregoing amounts.

37. Proximately, directly, and solely as a result of violation of the obligations of defendants Robert J. Coulter and David E. Greene to pay plaintiffs the foregoing amounts, plaintiffs have been injured and damaged, by being deprived of the rental payments, taxes, insurance, repairs, maintenance, and other operating expenses, which are the obligation of the lessee under the lease agreement.

FOURTH CAUSE OF ACTION TO RECOVER FOR FRAUDULENT CONVEYANCES

38. Plaintiffs reallege all of the allegations contained in paragraph 1 through 13, 15 through 18, and 33 hereof, as fully as if again set forth herein.

39. Defendants Robert J. Counter and David E. Greene conveyed money and assets to their respective wives, defendants Virginia Coulter and Sheila G. Greene, with a value of many hundreds of thousands of dollars each in 1988 and 1989.

48. The foregoing circumstances establish that the conveyance of the assets of Spenax Corporation to defendants Robert J. Coulter, David E. Greene, Staples, Staples, Inc., and Robert P. Kassing, and the conveyance of the assets of defendants Robert J. Coulter and David E. Greene to defendants Virginia Coulter and Sheila G. Greene were fraudulent conveyances under the common law of the state of Indiana, and Indiana Code § 32-2-1-14 and 15.

49. Proximately, directly, and solely as a result of the fraudulent conveyances, plaintiffs have been injured and damaged, by being deprived of the rental payments, taxes, insurance, repairs, maintenance, and other operating expenses, which are the obligation of the lessee under the lease agreement.

FIFTH CAUSE OF ACTION FOR INDIVIDUAL LIABILITY OF ALLEGED
LIMITED PARTNERS

50. Plaintiffs reallege all of the allegations contained in paragraphs 1 through 13 and 15 through 18 hereof, as fully as if again set forth herein.

51. The purported refusal of Staples to assume any of the liabilities or obligations of Spenax Corporation under the lease agreement with plaintiffs, while accepting and receiving all of the benefits, rights, and advantages of that lease agreement, was ineffective; and by operation of law, Staples became liable for the liabilities and obligations of Spenax Corporation under the lease agreement with plaintiffs.

52. The liabilities and obligations of Staples under the lease agreement with plaintiffs became the personal liabilities and obligations of defendants Robert J. Coulter and David E. Greene, as

ostensible general partners, and manager and assistant manager, respectively, of Staples, and of defendant Robert P. Kassing, as the alter ego of the general partner Staples, Inc., in accordance with the provisions of the common laws of the state of North Carolina and of the state of Indiana, and in accordance with the provisions of N.C.G.S. § 59-303(a) and Indiana Code § 23-16-4-3(a)(2).

53. Defendants Robert J. Coulter and David E. Greene have failed and refused to pay plaintiffs rental payments, taxes, insurance, repairs, maintenance, and other operating expenses, which are the obligation of the lessee under the lease agreement.

54. Proximately, directly, and solely because defendants Robert J. Coulter, David E. Greene, and Robert P. Kassing have breached their obligations to make the payments to plaintiffs to which they are entitled under the lease agreement, plaintiffs have been injured and damaged, by being deprived of the rental payments, taxes, insurance, repairs, maintenance, and other operating expenses, which are the obligation of the lessee under the lease agreement.

SIXTH CAUSE OF ACTION FOR DECLARATORY JUDGMENT ON
STATUTE OF LIMITATIONS

55. Plaintiffs reallege all of the allegations contained in paragraphs 1 through 13, 15 through 18, and 33 hereof, as fully as if again set forth herein.

56. Plaintiffs anticipate that defendants may seek to rely on the provisions of Indiana Code § 23-1-45-7(c)(1), which appears to create a two-year statute of limitations, after which claims are

barred against distributees of corporations that have gone through dissolution and liquidation, when the only notice given by these corporations to known creditors is a legal advertisement in an obscure newspaper, of which the creditors did not receive actual notice.

57. The enforcement of the foregoing provision of the Indiana Code in the manner defendants are anticipated to construe it, would deprive plaintiffs of due process of law contrary to the Fourteenth Amendment to the United States Constitution, by confiscating their property rights without sufficient and adequate notice.

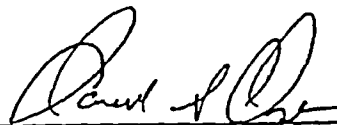
58. Plaintiffs are entitled to a declaratory judgment that Indiana Code § 23-1-45-7(c)(1) cannot constitutionally be interpreted to extinguish plaintiffs' rights against defendants.

WHEREFORE, plaintiffs pray that they have and recover of defendants, jointly and severally, their actual damages under the first, third, fourth, and fifth causes of action and their treble damages under the second cause of action; that the judgement bear such interest thereon as is provided by law; that the court enter a declaratory judgment as prayed for in the sixth cause of action; that all issues of fact be tried by jury; that the costs of this action be taxed against defendants, plaintiffs' reasonable attorneys' fees with respect to their second cause of action; and that plaintiffs have such other and further relief as to the court may seem just and proper.



Attorney for Plaintiffs

Norman B. Smith
Smith, Follin & James
PO Box 990
Greensboro, NC 27402
(919) 274-2992
NCSB 4962



Attorney for Plaintiffs
Donald G. Orzeske
Osborn Hiner & Lisher
Suite 380, One Woodfield
8330 Woodfield Crossing Blvd.
Indianapolis, IN 46240



Staples, Inc. 100 Pennsylvania Avenue P.O. Box 9328 Framingham, MA 01701-9328 (508) 370-8500

Direct Dial (508) 370-8614
FAX (508) 370-7805

October 3, 1994

RECEIVED
N.C. Dept. of EHNR
OCT 07 1994
Winston-Salem
Regional Office

Ms. Kelly C. Gage
State of North Carolina
Department of Environment, Health and
Natural Resources
8025 North Point Blvd., Suite 100
Winston-Salem, NC 27106-3203

Re: Staples L.P., 105 Roysdale Road, Jamestown, North Carolina

Dear Ms. Gage:

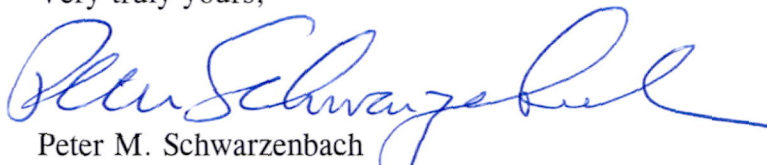
As discussed on the phone, I am returning your letter addressed to "Staples L.P." in connection with the above-referenced location.

"Staples L.P." has no relationship to Staples, Inc. (a Delaware corporation). Staples, Inc. (Delaware) is a \$2 billion retail office supply store chain operating throughout the eastern United States and California. We are a public company listed on the NASDAQ exchange.

Staples, Inc. only recently commenced operations in North Carolina having signed our first lease in Greenville in April 1994. We have no, and have never had any, operations in Guilford County, North Carolina.

If you succeed in locating the "Staples L.P." or the "Staples, Incorporated" who are the parties at issue in the above matter, I would appreciate your letting me know so I can deal with the apparent use of our registered trademark.

Very truly yours,


Peter M. Schwarzenbach
Vice President & General Counsel

Enclosures



CT System

Service of Process Transmittal Form
Raleigh, North Carolina

09/30/1994

Via Federal Express (2nd Day)

TO: PETER M. SCHWARZENBACH, ATTY.
STAPLES, INC.
PO BOX 9328
100 PENNSYLVANIA AVENUE
FRAMINGHAM, MA 01701-9328

RE: PROCESS SERVED IN NORTH CAROLINA

FOR Staples, Inc. Domestic State: De

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

- 1. TITLE OF ACTION:** TO: Staples, Incorporated
- 2. DOCUMENT(S) SERVED:** Notice of Violation of the Oil Pollution and Hazardous Substances Control Act
- 3. COURT:** State of NC, Dept. of Environment, Health and Natural Resources/ Div. of Envir. Management/ Groundwater Section
Case Number N/A
- 4. NATURE OF ACTION:** Discharges of Hazardous Materials by Staples, Inc.
- 5. ON WHOM PROCESS WAS SERVED:** CT Corporation System, Raleigh, North Carolina
- 6. DATE AND HOUR OF SERVICE:** By Certified mail on 09/27/1994 with Postmarked Date 09/26/1994
- 7. APPEARANCE OR ANSWER DUE:** Within 15 Days.
- 8. ATTORNEY(S):** None Shown
No address given
- 9. REMARKS:**

SIGNED CT Corporation System

PER Ronnie M. Strickland
ADDRESS 225 Hillsborough Street
Raleigh, NC 27603
SOP WS 0000118325

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

State of North Carolina
Department of Environment,
Health and Natural Resources
Winston-Salem Regional Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary
Leesha Fuller, Regional Manager



DIVISION OF ENVIRONMENTAL
MANAGEMENT
GROUNDWATER SECTION

NOTICE OF VIOLATION OF THE OIL POLLUTION AND
HAZARDOUS SUBSTANCES CONTROL ACT

September 26, 1994

CERTIFIED MAIL # P 013 325 846
RETURN RECEIPT REQUESTED

C.T. Corporation System
Registered Agent *for Staples, Incorporated*
Attn: Ron Strickland
225 Hillsborough St.
Raleigh, NC 27603

Subject: L.P. Staples, 105 Ragsdale Rd., Jamestown, Guilford
County, NC

Dear Mr. Strickland:

Chapter 143, North Carolina General Statutes, authorizes and directs the Environmental Management Commission of the Department of Environment, Health, and Natural Resources to protect and preserve the water and air resources of the State. The Division of Environmental Management has the delegated authority to enforce adopted pollution control rules and regulations.

On September 15, 1993, this office received information documenting a release of hazardous substances at the referenced site.

Such a discharge is in violation of G.S. 143-215.75 et. seq. Oil Pollution and Hazardous Substances Control Act of 1978. Please reference the following excerpts from the Act:

143-215.83. Discharges.--(a) Unlawful Discharges. --It shall be unlawful, except as otherwise provided in this Part, for any person to discharge, or cause to be discharged, oil or other hazardous substances into or upon any waters, tidal flats, beaches, or lands within this State, or into any sewer, surface water drain or other waters that drain into the waters of this State, regardless of the fault of the person having control over the oil or other hazardous substances, or regardless of whether the discharge was the result of intentional or

8025 North Point Boulevard, Suite 100, Winston-Salem, North Carolina 27106-3203

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negligent conduct, accident or other cause.

143-215.84. Removal of prohibited discharges. -- (a) Person Discharging. -- Any person having control over all oil or other hazardous substances discharged in violation of this Article shall immediately undertake to collect and remove the discharge and to restore the area affected by the discharge as nearly as may be to the condition existing prior to the discharge.

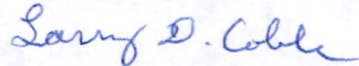
It is our understanding that you and/or your firm are responsible for violation of the Oil Pollution and Hazardous Substances Control Act. Therefore, you are required to immediately undertake clean-up of contamination and restoration of the affected area. Toward this end you must submit a site assessment report which describes the full vertical and horizontal extent of the contamination. An adequate report must be received by this office on or before December 30, 1994. If the investigation indicates that a corrective action plan (remedial action plan) is required, it should be submitted to this office within sixty (60) days after submitting a site assessment report.

It is requested that within fifteen (15) days, you submit a written response describing your plans to achieve compliance with the Act. Should you dispute our assessment of responsibility please include documentation of your position in your response.

Failure to submit the report required or failure to promptly undertake clean-up and restoration of the affected area may result in the recommendation of enforcement action including: (1) the issuance of a special order against you under the authority of G.S. 143-215.2, (2) a request to the Attorney General to institute an action for injunctive relief, and (3) a civil penalty of up to \$5,000 in accordance with G.S. 143-215.91.

Please do not hesitate to contact Kelly C. Gage at (910) 373-3771 regarding any questions you may have about this matter.

Sincerely,



Larry D. Coble
Regional Supervisor

LDC/ahl

Enclosure

cc: Office of Attorney General
Incident Management Unit
Guilford County Health Dept.
WSRO

15.2 COMPREHENSIVE SITE ASSESSMENT (CSA) FORMAT

Minimum Elements of CSA Reports:

1. Title Page

a. Relevant site information

- Site name, incident identification No. # (if applicable) and location
- Date report submitted
- Responsible party and author of report.

2. Executive Summary

a. Source information

- Type of source (gasoline, diesel etc.)
- Container (tank, line, drum)
- Amount of release (gallons, estimated or know)

b. Initial abatement/emergency response information

- Tank Closure?
- Soil removal, quantity and disposition
- Amount of free product recovered and remaining (gallons, estimated)
- Alternative water supply availability and location

c. Damage/extent of release information including potentially affected receptors

- Potentially affected receptors (e.g. water supply wells, surface waters, drinking water supplies)
- Subsurface structures (basements, vaults, etc.)
- Populations (residences, schools, parks, etc.)
- Maximum contaminant concentrations in soil and groundwater (lab data only)
- Groundwater estimated flow rate (ft/yr) and direction

d. Conclusions/recommended corrective action

NOTE: *The Executive Summary should provide a brief overview of the pertinent site information, i.e., it should provide sufficient information to acquaint the reader with the who, what, when, where, why and how of site activities to date.*

3. Table of Contents

- a. First page number for each section listed
- b. List of Figures (all placed in a single section following contents text)
- c. List of Tables (all placed in a single section following contents text)
- d. List of Appendices

4. Site History and Source Characterization

- a. Give a history of property ownership and use. Discuss chronology with references, lists and tables indicating owners/operators, dates of ownership (immediately prior to 1/1/74 through the present), uses of site and potential sources, which may include UST's, aboveground storage tanks (AST's), chemicals used and stored onsite, hazardous substances, etc.
- b. Summarize release incidents and environmental investigations of known contamination. Discuss current and previous releases including but not limited to dates, sources, extent, inventory discrepancies, system tightness test, odors, stained soils, observed product, samples taken, previous enforcement orders, civil penalty assessments, etc. Reference any previous reports
- c. Summarize corrective actions to date (reference any reports), emergency response/initial abatement, free product recovery and primary and secondary source removal

5. Potential Receptors and Migration Pathways

This section should include identification and location of water supplies within 1500 feet of the contamination; surface water intakes for public water supplies with 0.5 mile; identification of adjacent property owners; identification of subsurface utilities; availability of municipal water lines and identification and discussion of the potential impacts that different pathways may have on contaminant migration (e.g., septic leach fields, utility lines and the effects of fluid mounding, etc.).

Reference the required figures and tables in subsections 10 and 11 below.

6. Soils Investigation

Briefly discuss the site's soils and geology. Soil gas surveys results should be included if performed. Discuss how soil and geological characteristics may affect the migration and attenuation of contaminants. Reference the required figures and tables in Sections 10 and 11.

NOTE: Full reimbursement for soil treatment may not be approved without adequate evaluation of the most cost-effective treatment options.

7. Groundwater Investigation

- a. Discuss the number, location and construction of monitor wells, in terms of the nature of contaminants (i.e., floaters vs. sinkers, placement of screened interval, etc.) and the aquifer contamination in both the vertical and horizontal extent (i.e., contaminated groundwater in saprolite vs. bedrock, upgradient vs. downgradient wells, etc.).
- b. Discuss the plume's physical and chemical characteristics and significant features or mechanisms that could affect local groundwater flow patterns and plume migration.
- c. Discuss the hydrogeologic conditions unique to the site such as vertical permeability of the unsaturated zone, hydraulic conductivity of the saturated zone, aquifer characteristics, confining beds, and depth to the seasonal high water table.
- d. Discuss justification for all well locations and screening intervals.

Reference the required figures and tables in Sections 10 and 11.

NOTE: If large volumes of contaminated water are to be generated during aquifer testing, use slug tests to gather interim data for developing CSA while awaiting discharge permit for contaminated water.

8. Recommendations

Discuss the proposed preliminary corrective actions for developing a CAP and provide a rationale.

9. References

- a. Interview summaries, including dates, contacts, etc.
- b. File reviews for onsite/offsite sources
- c. Resource materials cited

10. Figures (All figures should include scale, north arrow, and site location in addition to the information listed below)

- a. 7 1/2 minute USGS topographical quadrangle map (photocopied portion)
 - indicate water supplies within 1500 feet
 - quadrangle name
 - north arrow
 - scale
- b. County road map
 - include primary/secondary road numbers
- c. Site base map/plan
 - North arrow
 - Surface features including property boundaries, roads/easements/rights of way, existing and previous building/structure, pavements, product or chemical storage areas, surface water bodies, drainage ways, wetlands, etc.
 - Subsurface features including underground storage tank systems (former/existing), basements, utilities, wells of all types, septic tanks, etc.

NOTE: All reports submitted to DEM should make use of graphical methods of data presentation to the greatest extent possible. An appropriate number of useful and topical maps, figures and tables should be provided so that rapid and comprehensive reviews of site data are possible. Furthermore, the text of reports should provide a concise synthesis of this graphical information so as to clearly communicate the preparer's own interpretations of the data.

If possible, a single base map should be used to prepare site plans, potentiometric maps, isocontour maps, etc. using a map scale of 1 inch = 100 feet. Maps and figures submitted to DEM should include conventional symbols,

notations, labelling, legends and north arrows and conform to generally accepted practices of map presentation such as those enumerated in the U.S.G.S. Geological Survey pamphlet, "Topographic Maps".

- d. Receptor well map showing location of all downgradient water supplies within 1,500 feet of contamination including surface water intakes for public water supply, all water supply wells, and irrigation wells. Provide a table listing well owner and pertinent construction details keyed to the figure. The map scale should be 1 inch = 400 feet.

If no water supplies exist within 1500 feet, state this with references in report and on the map.
- e. Local monitoring well map showing location of all monitoring wells for off-site sources within 1,000 feet of the site.
- f. Designation of subsurface utilities, lines, conduits, basements and other structures potentially at risk from free product and/or vapors (note whether they intercept the water table)
- g. Soil sample (grabs, boring, etc.) locations superimposed on base map
- h. Cross-sections through the contaminated soil
 - Show at least at least two profiles crossing at or near right angles
 - Indicate sample location results noted adjacently
 - Delineate vertical extent of contamination (preferably in cross section)
 - Indicate subsurface profiles, illustrated fill, bedrock and outcrops, intersecting conduits, structures (if applicable)
 - Show SSE contour (if applicable)
- i. Isoconcentration contour map(s) of soil contamination
 - Show horizontal and vertical contaminant extent in unsaturated zone
 - Delineate concentrations above the action level established for soil remediation with a bold contour
 - Delineate the Site Sensitivity Evaluation (SSE) cleanup level with a bold contour
 - Include SSE form (if applicable)

j. Potentiometric/groundwater elevation contour map

- Superimpose on a base map
- Show and label source location(s), monitor wells and recovery wells
- Note water level elevations at wells
- Note footnote pumping conditions
- Identify and locate datum (arbitrary 100', USGS, NGVD) or benchmark
- Use appropriate contour interval
- Show direction of groundwater flow and average gradient

NOTE: *A separate map (modified base map) or acetate overlays may be used for all potentiometric contour maps.*

k. Free product thickness map

- Superimpose on a base map with all wells labelled and thickness noted at wells
- Use appropriate contour interval (0.01 foot minimum)
- Note date and method of measurement

NOTE: *Acceptable methods of free product measurement include interface probes, tape/paste, or other DEM pre-approved methods only.*

l. Contaminant isoconcentration contour map(s)

- Superimpose on a base map with all wells labeled
- Label wells with contaminant, concentration and footnote date of sampling
- Plot total volatile (if applicable) and most widespread contaminant, most concentrated contaminant, (if warranted)

NOTE: *For all applicable plots, a 15A NCAC 2L standard contour must be shown in bold. A series of wells with contaminant levels near or below the 2L standard will be required to demonstrate this condition.*

m. Contaminant isoconcentration contour crossections

- Use at least two orthogonal sections that transect the contaminated zone
- Label wells with contaminant concentrations and footnote date of sampling
- Use vertical and horizontal scales
- Depict surface topography and stratigraphy
- Depict screened intervals of wells and water levels
- Note potentiometric elevations for each well and soil boring
- Footnote horizontal and vertical gradient

NOTE: *Data from at least one upgradient and one well or well cluster (i.e., nested or proximal shallow and deep wells) are required to accurately construct these sections. At least deep well or well cluster must demonstrate contaminant levels at or below the appropriate 2L standard.*

11. Tables

- a. Table of water supply well construction details keyed to the appropriate figure(s)

Include well numbers that correspond to map, owner's name, address, well use and construction information.

- b. Table of adjacent property owners

Include names, addresses and telephone numbers and show adjacent properties on the site base map

- c. Table of field screening and laboratory data for soil

Reference sample identification numbers, sample type, (grab, split spoon, auger etc.), sample depth, total depth of boring, analytical method, units and dates of sampling and analysis on the site base map.

NOTES: *The measured point at top of casing must be permanently marked or noted in the field. The table of potentiometric surface elevations should be part of the potentiometric contour map if space allows.*

d. Summary table of dissolved contaminant concentrations in groundwater

- Include "at risk" water supply wells, contaminated supply wells, monitor wells, sample identification numbers referenced on base map, analytical methods and units of measure

12. Appendices

a. relevant information

- Standard operating procedures used at site for sampling, equipment decontamination, field screening, well construction, well gauging, etc.
- Boring logs and soil descriptions
- Well construction records
- Chain-of-custody forms
- Laboratory reports for all samples
- List of permits received, permitting agency, permit number and date issued
- Other documentation as appropriate (e.g., tank/line tightness results, aquifer tests)

15.3 CORRECTIVE ACTION PLAN

The CAP describes the proposed remedial actions at a site. The CAP's are required when the CSA indicates that additional remedial action is necessary.

Submit the CAP to the regional office for approval. **Approval of the CAP is conditional upon approval of any required permits.** Responsible parties and owners/operators may, in the interest of minimizing environmental contamination and promoting more effective cleanup, initiate groundwater and soil remediation before CAP approval. However, they must notify the appropriate regional office of their intentions to begin remediation, comply with any conditions imposed by the Department, and incorporate the self-initiated remedial measures into the CAP. Public notice of the CAP is required for regulated UST before approval is final. The Department encourages soil and groundwater cleanups to proceed as soon as possible, sometimes without the appropriate regional office approval. The CAP approval is required but should not hinder the initiation or progress of a cleanup.

Guidelines for preparation of a CAP report appear below. Because the CAP report format addresses both soil and groundwater contamination, address each applicable medium (i.e., soils, groundwater) separately within the report. Do not submit a separate report for both soil and groundwater.

15.4 CORRECTIVE ACTION PLAN (CAP) REPORT GUIDELINES

1. Table of Contents (please number all pages of text)

2. Introduction

- a. Site Name, location (attach 7 1/2 minute USGS topo map with quad name, and site map indicating city and road names/numbers), Responsible Parties (owners/operators if UST site), Property Owner, Incident # (if known)
- b. Purpose of CAP (e.g. response to Notice Of Violation (NOV) and/or Notice of Regulatory Requirements (NORR), remediation of soil, groundwater, surface water, vapors)
 - State cause of contamination and source(s)
 - Cite specific regulations violated
 - Cite substances exceeding the groundwater standards and the soil remediation guidelines (and, if applicable, cite the naturally occurring concentrations)
 - State the classification of the affected groundwater
- c. Brief Summary of Initial Remedial Actions to Date
 - Tank/Soil excavation - specify number, contents and capacity of tanks removed, date(s) of removal, tank condition, dimensions of excavation and quantity of soil excavated.
 - Soil treatment/disposal (quantities and methods)
 - Free product recovery (quantities and methods)
 - Any other corrective actions taken
 - Specify additional quantities of soil, free product, etc. that need to be remediated
- d. Reference Previous Reports Submitted (UST Closure Report, (if applicable), Initial Abatement and Site Check, Free Product Recovery, Initial Site Characterization, Comprehensive Site Assessment (CSA), etc.)
 - Cite titles, report dates, and dates submitted to regional office
 - From Comprehensive Site Assessment (CSA) report (see CSA Report Guidelines for contents), attach plume maps/cross sections indicating the lateral and vertical extent of contamination for free product, soil, and dissolved groundwater contamination; note water levels and data/reference points on all cross sections

Do not attach a copy of any report as an appendix !

- e. Reference Any Previous Permits/Certificates
(e.g. Certificates of Approval or Soil Remediation Permits, interim discharge permits, etc.)
 - Cite permit number
 - Cite approval/permit issue dates

3. Objectives of the CAP

- a. Statement of goals and expected accomplishments (e.g. free product recovery, containment or retardation of plume migration, reduction of contaminant concentrations and reduction in areal/vertical extent of plume, protection of nearby water supplies, etc.)
- b. Target cleanup concentrations for soil and/or groundwater (include Table summarizing existing levels and target clean-up levels)

NOTE: *If Site Sensitivity Evaluation (SSE) was performed to obtain soil clean-up levels, reference submitted documentation.*

- c. Target startup and completion dates of Corrective Action Plan
 - Submittal of pilot test data
 - Submittal of necessary permit applications
 - Commencement of remedial actions
 - System installation
 - System activation
 - System shut-down
 - Estimated time frame to achieve clean-up goals, target clean-up concentrations
 - Project completion date (to satisfaction of DEM)

4. Exposure Assessment

- a. Present Table summarizing historical analytical data. Note violations of groundwater standards and soil clean-up levels (See Site Sensitivity Evaluation (SSE) Section)
- b. Briefly discuss the physical and chemical characteristics of the contaminants, including their toxicity and persistence.

- c. Identify all significant pathways for human exposure, considering:
 - Release scenario and source characterization
 - Fate and transport of contaminants within affected media
 - Current and future uses of affected media (soil, air, surface water, groundwater, biota)
 - Exposure points and routes (ingestion, inhalation, etc.)
- d. Discuss the potential effects of residual contamination (post-remedial) on nearby surface water and groundwater.
- e. Identify potential receptors at greatest risk assuming no further corrective action. (Consider current and future uses of nearby surface water and groundwater.)

5. Evaluation of Remedial Alternatives

NOTE: Address each medium (soil, groundwater, surface water, vapors, etc.) separately, and present a table summarizing the following:

- a. Discussion of Remedial Options:
 - Feasibility of various alternatives
 - Options for disposal of groundwater
 - Advantages vs. disadvantages
 - Cost estimates (capital and yearly overhead estimates)
 - Alternate Water Supplies
- b. Statement of Recommendation and Rationale for Selection:
 - For remediation of affected medium (soil, groundwater, surface water, etc.)
 - For any discharge and associated permitting, if necessary

6. Proposed Corrective Action Plan

NOTE: Address each medium (e.g., soil, groundwater, etc.) separately.

- a. Overview/General Description of System
- b. Conceptual Design/Process Flow Diagram

NOTE: Detailed design plans and specifications along with the operational characteristics and performance standards of each system component should be placed in the Appendix.

- c. Basis for Selection of Recommended Remediation
- Results of bench tests/pilot studies
 - Results of aquifer tests
 - Diagram of radius of influence with recovery wells superimposed on plume map
 - Flow rates, injection rates determined
 - Anticipated effluent concentrations after each unit of treatment

NOTE: *Include data compiled, calculations, pump curves, performance charts, etc., in the Appendix*

- d. System Layout Superimposed on Base Map (include all components of the system - groundwater and vapor recovery wells, air/water injection wells, interceptor trenches, infiltration galleries, groundwater treatment units, discharge points, piping, etc.)
- e. System Security and Safety Measures (e.g. security fence, automated system controls and shutoff, explosion proof systems)
- f. Limitations (Discussion of limiting factors such as site restrictions, climate, biofouling, technological feasibility, type of contaminants, impacts on environmental receptors, etc. Also discuss proposed methods of dealing with the limitation)
- g. Operation and Maintenance of the System
- System startup information/data (e.g., where applicable, initial influent concentrations, dissolved oxygen levels, pH, etc.)
 - Modifications to system, if necessary
 - Certified operator, if necessary
 - Automated/manual controls
 - Maintenance plan and schedule
- h. Follow-up Monitoring, System Evaluation, and Reporting
- Sampling plan (locations, sampling methods, frequency, and analytical methods)
 - Plan for periodic monitoring to detect changes in groundwater movement, plume geometry, and qualitative characteristics of the plume; and to assess site response to disposal of effluent (Consult with appropriate regional office).
 - Evaluation of the effectiveness of the system (e.g., accomplishment of goals regarding free product recovery, retardation of plume migration, reduction in areal/vertical extent of contamination, contaminant removal efficiencies, achievement of target cleanup concentrations)

7. Permits

List all required permits for soil and groundwater remediation
(Attach completed applications in the Appendix).

Note: Original application and appropriate number of plan copies should be submitted to the appropriate permitting agency.

8. Report Certification by NC Professional Engineer and/or Geologist

9. References

10. Appendices

Include the following, if applicable:

- Cost Estimates for Remedial Technologies (attach prepared estimates and quotes obtained)
- Detailed design & specifications of system components
- Pump curves, performance charts
- Design calculations
- Aquifer test data/calculations
- Completed permit applications

NOTE: *Do NOT include any previously submitted reports in the Appendix. Previous reports should be cited in the Introduction Section (under 2d of this outline.)*

State of North Carolina
Department of Environment,
Health and Natural Resources
Winston-Salem Regional Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary
Leesha Fuller, Regional Manager



DIVISION OF ENVIRONMENTAL
MANAGEMENT
GROUNDWATER SECTION

NOTICE OF VIOLATION OF THE OIL POLLUTION AND
HAZARDOUS SUBSTANCES CONTROL ACT

September 26, 1994

CERTIFIED MAIL # P 013 325 846
RETURN RECEIPT REQUESTED

C.T. Corporation System
Registered Agent
Attn: Ron Strickland
225 Hillsborough St.
Raleigh, NC 27603

Subject: L.P. Staples, 105 Ragsdale Rd., Jamestown, Guilford
County, NC

Dear Mr. Strickland:

Chapter 143, North Carolina General Statutes, authorizes and directs the Environmental Management Commission of the Department of Environment, Health, and Natural Resources to protect and preserve the water and air resources of the State. The Division of Environmental Management has the delegated authority to enforce adopted pollution control rules and regulations.

On September 15, 1993, this office received information documenting a release of hazardous substances at the referenced site.

Such a discharge is in violation of G.S. 143-215.75 et. seq. Oil Pollution and Hazardous Substances Control Act of 1978. Please reference the following excerpts from the Act:

143-215.83. Discharges.--(a) Unlawful Discharges. --It shall be unlawful, except as otherwise provided in this Part, for any person to discharge, or cause to be discharged, oil or other hazardous substances into or upon any waters, tidal flats, beaches, or lands within this State, or into any sewer, surface water drain or other waters that drain into the waters of this State, regardless of the fault of the person having control over the oil or other hazardous substances, or regardless of whether the discharge was the result of intentional or

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NORTH CAROLINA DEPARTMENT OF ENVIRONMENT
HEALTH AND NATURAL RESOURCES
8025 NORTH POINT BOULEVARD SUITE 100
WINSTON-SALEM NC 27106-3203

CERTIFIED

P 013 325 846

MAIL



C.T. Corporation System
Registered Agent
Attn: Ron Strickland
225 Hillsborough St.
Raleigh, NC 27603

RETURN RECEIPT REQUESTED



negligent conduct, accident or other cause.

143-215.84. Removal of prohibited discharges. -- (a) Person Discharging. -- Any person having control over all oil or other hazardous substances discharged in violation of this Article shall immediately undertake to collect and remove the discharge and to restore the area affected by the discharge as nearly as may be to the condition existing prior to the discharge.

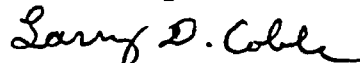
It is our understanding that you and/or your firm are responsible for violation of the Oil Pollution and Hazardous Substances Control Act. Therefore, you are required to immediately undertake clean-up of contamination and restoration of the affected area. Toward this end you must submit a site assessment report which describes the full vertical and horizontal extent of the contamination. An adequate report must be received by this office on or before December 30, 1994. If the investigation indicates that a corrective action plan (remedial action plan) is required, it should be submitted to this office within sixty (60) days after submitting a site assessment report.

It is requested that within fifteen (15) days, you submit a written response describing your plans to achieve compliance with the Act. Should you dispute our assessment of responsibility please include documentation of your position in your response.

Failure to submit the report required or failure to promptly undertake clean-up and restoration of the affected area may result in the recommendation of enforcement action including: (1) the issuance of a special order against you under the authority of G.S. 143-215.2, (2) a request to the Attorney General to institute an action for injunctive relief, and (3) a civil penalty of up to \$5,000 in accordance with G.S. 143-215.91.

Please do not hesitate to contact Kelly C. Gage at (910) 373-3771 regarding any questions you may have about this matter.

Sincerely,



Larry D. Coble
Regional Supervisor

LDC/ahl

Enclosure

cc: Office of Attorney General
Incident Management Unit
Guilford County Health Dept.
WSRO

N.C. DEPARTMENT OF HEALTH, ENVIRONMENT AND NATURAL RESOURCES
Ground Water Section

Telephone Log

Date: 9 / 20 / 94
Time: 8 : 30 am ☒
pm ☐

Sheet 1 of 1
Call: Placed ☒
Received ☐
Returned ☐

Project: L.P. Staples
County: Ga
Conversation with: Sec. of State Office
Telephone: 919 / 733 / 4201
Affiliation: _____

Discussion: _____
Registered Agent - for Staples, Inc is:

C.T. Corporation System
225 Hillsborough St.
Raleigh, NC 27603

Registered Agent for
C.T. Corp. System is
Ron Strickland

cc: _____

Filed by: _____

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N.C. Dept. of EHN
SEP 28 1994
Winston-Salem
Regional Office

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WINSTON-SALEM, NC 27016

here

P 013 325 846



**Receipt for
Certified Mail**

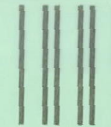
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to	
L. P. Staples	
Street and No.	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

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SEP 28 1994
Winston-Salem
Regional Office

NC DEHNR/GROUNDWATER
8025 NORTHPOINT BLVD.
SUITE 100
WINSTON-SALEM, NC 27016

here •

State of North Carolina
Department of Environment,
Health and Natural Resources
Winston-Salem Regional Office

James B. Hunt, Jr., Governor
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DIVISION OF ENVIRONMENTAL
MANAGEMENT
GROUNDWATER SECTION

NOTICE OF VIOLATION OF THE OIL POLLUTION AND
HAZARDOUS SUBSTANCES CONTROL ACT

September 26, 1994

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negligent conduct, accident or other cause.

143-215.84. Removal of prohibited discharges. -- (a) Person Discharging. -- Any person having control over all oil or other hazardous substances discharged in violation of this Article shall immediately undertake to collect and remove the discharge and to restore the area affected by the discharge as nearly as may be to the condition existing prior to the discharge.

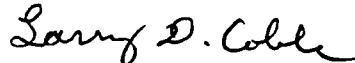
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It is requested that within fifteen (15) days, you submit a written response describing your plans to achieve compliance with the Act. Should you dispute our assessment of responsibility please include documentation of your position in your response.

Failure to submit the report required or failure to promptly undertake clean-up and restoration of the affected area may result in the recommendation of enforcement action including: (1) the issuance of a special order against you under the authority of G.S. 143-215.2, (2) a request to the Attorney General to institute an action for injunctive relief, and (3) a civil penalty of up to \$5,000 in accordance with G.S. 143-215.91.

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Sincerely,



Larry D. Coble
Regional Supervisor

LDC/ahl

Enclosure

cc: Office of Attorney General
Incident Management Unit
Guilford County Health Dept.
WSRO

Quad. No. _____ Serial No. 152261
Lat. _____ Long. _____ Pc _____
Minor Basin _____
Basin Code _____
Header Ent. _____ GW-1 Ent. _____

WELL CONSTRUCTION RECORD

DILLING CONTRACTOR Aguirre
DRILLER REGISTRATION NUMBER _____

STATE WELL CONSTRUCTION
PERMIT NUMBER: _____

1. WELL LOCATION: (Show sketch of the location below)

Nearest Town: Jamestown
(Road, Community, or Subdivision and Lot No.)

2. OWNER LP Staples
ADDRESS 105 Ragsdale Rd.
(Street or Route No.)

City or Town _____ State _____ Zip Code _____

3. DATE DRILLED 6/22/94 USE OF WELL monitoring

4. TOTAL DEPTH 30' CUTTINGS COLLECTED ☒ Yes ☐ No

5. DOES WELL REPLACE EXISTING WELL? ☐ Yes ☒ No

6. STATIC WATER LEVEL: _____ FT. ☐ above TOP OF CASING,
TOP OF CASING IS 0 FT. ABOVE LAND SURFACE.

7. YIELD (gpm): NA METHOD OF TEST NA

8. WATER ZONES (depth): 5-20'

9. CHLORINATION: Type NA Amount NA

10. CASING:

Depth	Diameter	Wall Thickness or Weight/Ft.	Material
From <u>0</u> To <u>10</u> Ft.	<u>2"</u>	<u>Sch 40</u>	<u>PVC</u>
From _____ To _____ Ft.	_____	_____	_____
From _____ To _____ Ft.	_____	_____	_____

11. GROUT:

Depth	Material	Method
From <u>0</u> To <u>3'</u> Ft.	<u>portland cement</u>	_____
From <u>3</u> To <u>4.5</u> Ft.	<u>grout</u>	_____

12. SCREEN:

Depth	Diameter	Slot Size	Material
From <u>10'</u> To <u>30'</u> Ft.	<u>2.0</u> in.	<u>.010</u> in.	<u>PVC</u>
From _____ To _____ Ft.	_____ in.	_____ in.	_____
From _____ To _____ Ft.	_____ in.	_____ in.	_____

13. GRAVEL PACK:

Depth	Size	Material
From <u>4.5</u> To <u>30.5</u> Ft.	<u>#2</u>	<u>filter sand</u>
From _____ To _____ Ft.	_____	_____

14. REMARKS:

I DO HEREBY CERTIFY THAT THIS WELL WAS CONSTRUCTED IN ACCORDANCE WITH 15 NCAC 2C, WELL CONSTRUCTION STANDARDS, AND THAT A COPY OF THIS RECORD HAS BEEN PROVIDED TO THE WELL OWNER.

SIGNATURE OF CONTRACTOR OR AGENT

DATE

Submit original to Division of Environmental Management and copy to well owner.

County: Gilbert

Depth		DRILLING LOG
From	To	Formation Description
<u>0-4</u>	<u>8-4</u>	<u>lt. brown sand to silty</u>
<u>8-4</u>	<u>18-4</u>	<u>Dark green-grey sandy to silty</u>
<u>18-4</u>	<u>30-4</u>	<u>corallite</u>
		<u>lighter grey, blocky, coarse</u>
		<u>to granitic matrix</u>

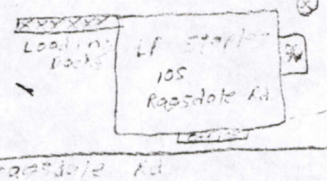
RECEIVED/EHNR
DEPT. GROUND WATER SEC.
94 JUN 29 AM 10:32

If additional space is needed use back of form.

LOCATION SKETCH

(Show direction and distance from at least two State Roads, or other map reference points)

RECEIVED
N.C. Dept. of EHNR
JUL -5 1994
Winston-Salem
Regional Office



N.C. DEPARTMENT OF HEALTH, ENVIRONMENT AND NATURAL RESOURCES
Ground Water Section

Telephone Log

Date: ____/____/____
Time: ____:____ am ____
pm ____

Sheet ____ of ____
Call: Placed ____
Received ____
Returned ____

Project: L.P. Staples

County: _____

Conversation with: _____

Telephone: ____/____/____

Affiliation: _____

Discussion: _____

*Sherris,
I don't see any way in the
moment at this time.
Joe Neale*

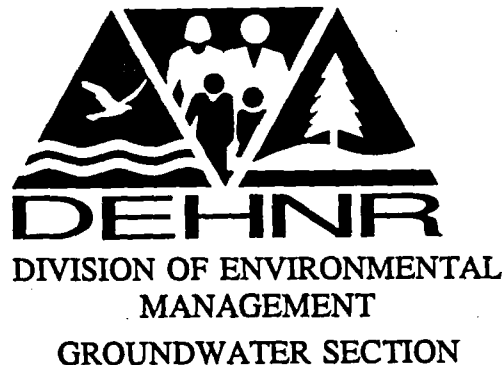
1-7-94

cc: _____

Filed by: _____

State of North Carolina
Department of Environment,
Health and Natural Resources
Winston-Salem Regional Office

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary
Leesha Fuller, Regional Manager



November 15, 1993

Seth R. Cohen
Smith, Follin & James
Attorneys at Law
P.O. Box 990
Greensboro, NC 27402

SUBJECT: Former L.P. Staples Facility, Jamestown, Guilford County

Dear Mr. Cohen:

I have reviewed your letter and the attached reports. It seems that the contamination at the subject facility may be subject to quite a few sets of regulations, not just groundwater regulations. After reviewing the reports, I discussed this situation with Mr. Julian Foscue, supervisor of the Solid and Hazardous Waste Section, and Mr. Steve Mauney, supervisor of the Water Quality Section. If RCRA contamination is found then the Solid and Hazardous Waste Section will likely take the lead on this site. Potential exists, based on past uses of the property (and surrounding properties), for CERCLA and RCRA regulations to become applicable for contamination at the facility.

In either case, the State cannot guarantee that it will not hold a new owner potentially liable for contamination existing at this facility. The contamination noted in the reports is obviously known to the potential owner and therefore, the potential owner would not seem to be an "innocent landowner." At the same time, judgements in RCRA and CERCLA cases oftentimes result in liability being assumed because a responsible party that contributed to the contamination may maintain liability "from the cradle to the grave," even if contracts state otherwise. In short, the contamination at this facility covers a large number of the various sets of complicated State and Federal Regulations and the State simply cannot guarantee to your client that a prospective buyer will not be held liable.

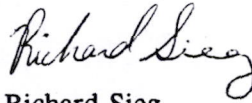
You also asked whether or not the work recommended by your consultant seemed reasonable. It is my opinion that the firm seems to be addressing the multimedia contamination in a reasonable manner. In reading the reports submitted by ENSCI, I get the impression that the main concern now seems to be petroleum contamination. The *Phase II Environmental Assessment Report* states that "due to the low concentrations of these constituents in the sampled drums, the material can be characterized for disposal as nonregulated material. Due to the potentially hazardous constituents, however, the contents of the drums will need to be disposed of at an approved facility." I recommend you contact the Solid and Hazardous Waste Section for comments on that.

As far as your client's remaining requirements, ENSCI recommended determining the extent of contamination and this is required. I recommend that you have your consultant complete a site sensitivity evaluation (SSE). The SSE determines the maximum concentration of petroleum

hydrocarbon contamination that is allowed to remain untreated in the soils at a given site. After the completion of the SSE and after the determination of the extent of contamination, the consulting firm will be able to determine exactly what soils, if any, must be excavated/remediated.

Should any contamination be found that meets the qualifications of RCRA contamination, then your client must contact the Solid and Hazardous Waste Section. I have forwarded the reports to Mr. Joe Deakins of the Solid and Hazardous Waste Section to see if they need to be actively involved in this site at this time. Should you have any further questions, feel free to contact me or Mr. Deakins at the letterhead address or phone number.

Sincerely,



Richard Sieg
Environmental Engineer

RS/rs

cc: Solid and Hazardous Waste Section - Mr. Joe Deakins
Water Quality Section - Mr. Steve Mauney

SMITH, FOLLIN & JAMES

ATTORNEYS AND COUNSELLORS AT LAW

POST OFFICE BOX 990

GREENSBORO, NORTH CAROLINA 27402

NORMAN B. SMITH
MARION G. FOLLIN III
J. DAVID JAMES
MARGARET F. ROWLETT
SETH R. COHEN

STREET ADDRESS:
101 S. ELM ST., 3RD FLOOR
GREENSBORO, NC 27401
TELEPHONE: (919) 274-2992
FAX: (919) 274-8490

September 14, 1993

RECEIVED
N.C. Dept. of EHNR

SEP 15 1993

Winston-Salem
Regional Office

Mr. Richard Sieg
8025 North Point Boulevard
Suite 100
Winston-Salem, NC 27106-3203

Dear Mr. Sieg:

Thank you for taking the time to talk with me the other day. As I told you, my client is the owner of property in High Point, North Carolina. He wants to sell the property, and there is one potential buyer who is very interested in purchasing the property. The problem is that the buyer does not want to purchase the property if there is the possibility that his company will be liable for an environmental clean up. We have been working with ENSCI Corporation in an effort to ensure that there are no environmental problems for which a new owner would be potentially liable. I am enclosing a variety of documents for you to review. The best situation for us, naturally, would be if we could tell the potential buyer that the state of North Carolina has reviewed the situation and decided not to take any action. Weather or not this is possible, of course, depends on what you find after reviewing the following documents.

Enclosed are the following:

(1) A Phase 1 Environmental Evaluation dated November 17, 1992.

(2) A December 3, 1992, Proposal for a Phase II Environmental Assessment.

(3) A March 2, 1993, revised Proposal for Phase II Environmental Assessment. ENSCI changed its assessment after it was pointed out to them that the settling pond was not on our property. I am also enclosing a letter dated May 6, 1992, from the town of Jamestown to Ted Mew of the North Carolina Department of Natural Resources and Community Development. As you can read, it appears that the NRCD's regional office in Winston-Salem was involved in the clean up of this settling pond.

(4) The Phase II Environmental Assessment report, dated June 17, 1993.

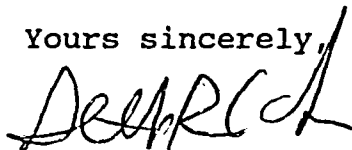
(5) A June 18, 1993, proposal to implement the recommendations of the Phase II Environmental Assessment report. As you can see, ENSCI recommended one additional soil sample at a cost of \$565.00. At the time, they assured us that this final sample was a precautionary measure, and it was highly unlikely that anything new would be uncovered.

(6) A July 27, 1993, Proposal for the Excavation and Disposal of Petroleum-Contaminated Soil. After reviewing the soil sample, ENSCI told us that petroleum had been detected in the soil, and that it was necessary to have it removed. They estimated the cost of this project to be \$2,714.00.

(7) A September 3, 1993, Proposal for Delineation, Excavation, and Disposal of Petroleum-Contaminated Soil. After beginning excavation of the contaminated soil, ENSCI reported to us that the problem appeared to be much more wide spread than originally anticipated. They now tell us that it will cost \$8,270.00 for a report to let us know exactly the scope of the problem.

I know this is a lot of material, and we greatly appreciate your time and effort. Please let me know when you have completed your review of this material. I will be glad to come to Winston-Salem to discuss this matter with you. Please do not hesitate to call if you have any questions whatsoever. Again, thank you for your cooperation.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Seth R. Cohen', with a stylized flourish at the end.

Seth R. Cohen

SRC:cc

cc: Dr. Seymour Filman

Gufo

L. P. Staples

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT, HEALTH AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL MANAGEMENT • GROUNDWATER SECTION
PO BOX 27687 • RALEIGH, NC 27611-7687
PHONE (919) 733-3221

FOR OFFICE USE ONLY
Quad No. _____ Serial No. _____
Lat _____ Long _____ PC _____
Minor Basin _____
Basin Code _____
Header Ent _____ GW-1 Ent _____

153714

WELL CONSTRUCTION RECORD

Drilling Contractor: ENSCI Environmental, Inc.
Driller Registration # 1233

State Well Construction
Permit Number: _____

1. WELL LOCATION: (Show sketch of the location below)
Nearest Town: Jamestown
(Road, Community, or Subdivision and Lot No.)

County: Guilford

2. OWNER L P Staples
ADDRESS 105 Ragsdale Road
(Street or Route No)
Jamestown, NC

Depth		DRILLING LOG
From	To	Formation Description
0	8	Brown, clayey silt.
8	25	Solid rock, cuttings, light brown to gray

3. DATE DRILLED 8-19-94 USE OF WELL Monitoring
4. TOTAL DEPTH 25' CUTTINGS COLLECTED XX Y N
5. DOES WELL REPLACE EXISTING WELL? Y XX N
6. STATIC WATER LEVEL: 8.75 FT. above TOP OF CASING
X below

TOP OF CASING IS _____ FT. ABOVE LAND SURFACE.
7. YIELD (gpm): _____ METHOD OF TEST _____
8. WATER ZONES (depth): _____
9. CHLORINATION: TYPE _____ AMOUNT _____
10. CASING:

Depth		Diameter or Weight/Ft.		Material
From	To	0	5	2" PVC
From	To			
From	To			

If additional space needed - use back of form.

LOCATION SKETCH

(Show direction and distance from at least two State Roads,
or other map reference points.)

11. GROUT:

Depth		Material	Method		
From	To	0	1 1/2	Portland	
From	To	1 1/2	3	Bentonite	

12. SCREEN:

Depth		Diameter	Slot Size	Material
From	To	5	25	2 in. 0.010 in. PVC
From	To			
From	To			

13. GRAVEL PACK:

Depth		Size	Material	
From	To	3	25	#3 Filter Sand
From	To			

14. REMARKS:

I DO HEREBY CERTIFY THAT THIS WELL WAS CONSTRUCTED IN ACCORDANCE WITH 15 NCAC 2C, WELL CONSTRUCTION STANDARDS, AND THAT A COPY OF THIS RECORD HAS BEEN PROVIDED TO THE WELL OWNER.

David Groce
SIGNATURE OF CONTRACTOR OR AGENT
Submit original to Division of Environmental Management and copy to well owner.

9/9/94
DATE

RECEIVED/EHNR
DEM. GROUND WATER SEC.
9 SEP 14 AM 10:47

RECEIVED
N.C. Dept. of EHNR
SEP 20 1994
Winston-Salem
Regional Office

FOR OFFICE USE ONLY
Quad No _____ Serial No _____
Let _____ Long _____ PC _____
Minor Basin _____
Basin Code _____
Header Ent _____ GW-1 Ent _____

153715

WELL CONSTRUCTION RECORD

Drilling Contractor: **ENSCI Environmental, Inc.**
Driller Registration # **1233**

State Well Construction
Permit Number: _____

1. WELL LOCATION: (Show sketch of the location below)
Nearest Town: **Jamestown**

County: **Guilford**

(Road, Community, or Subdivision and Lot No.)

Depth	To	DRILLING LOG
From		Formation Description
0	25	Brown, silty sand turning grey and finer in texture with depth. Solid rock from 25 ft. on.

2. OWNER **L P Staples**
ADDRESS **105 Ragsdale Road**
(Street or Route No)

Jamestown, NC

3. DATE DRILLED **8-19-94** USE OF WELL **Monitoring**

4. TOTAL DEPTH **25'** CUTTINGS COLLECTED **XX Y N**

5. DOES WELL REPLACE EXISTING WELL? **Y XX N**

6. STATIC WATER LEVEL: **7.67** FT. **X** above TOP OF CASING
X below

TOP OF CASING IS _____ FT. ABOVE LAND SURFACE.

7. YIELD (gpm): _____ METHOD OF TEST _____

8. WATER ZONES (depth): _____

9. CHLORINATION: TYPE _____ AMOUNT _____

10. CASING:

Depth	Diameter or Weight/Ft.	Material
From 0 To 5 Ft.	2"	PVC
From _____ To _____ Ft.	_____	_____
From _____ To _____ Ft.	_____	_____

If additional space needed - use back of form.

LOCATION SKETCH

(Show direction and distance from at least two State Roads, or other map reference points.)

11. GROUT:

Depth	Material	Method
From 0 To 1 1/2 Ft.	Portland	_____
From 1 1/2 To 3 Ft.	Bentonite	_____

12. SCREEN:

Depth	Diameter	Slot Size	Material
From 5 To 25 Ft.	2 in.	0.010 in.	PVC
From _____ To _____ Ft.	_____ in.	_____ in.	_____
From _____ To _____ Ft.	_____ in.	_____ in.	_____

13. GRAVEL PACK:

Depth	Size	Material
From 3 To 25 Ft.	#3	Filter Sand
From _____ To _____ Ft.	_____	_____

14. REMARKS:

I DO HEREBY CERTIFY THAT THIS WELL WAS CONSTRUCTED IN ACCORDANCE WITH 15 NCAC 2C, WELL CONSTRUCTION STANDARDS, AND THAT A COPY OF THIS RECORD HAS BEEN PROVIDED TO THE WELL OWNER.

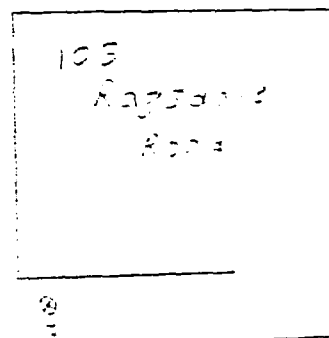
David Groce
SIGNATURE OF CONTRACTOR OR AGENT

9/9/94
DATE

Submit original to Division of Environmental Management and copy to well owner.

RECEIVED/EHNR
DEM. GROUND WATER SEC.
SEP 14, AM 10:48

Ragsdale Rd



RECEIVED
N.C. Dept. of EHNH
SEP 20 1994
Winston-Salem
Regional Office

09-08-93 11:26

MENDENHALL MOOR

653 P02



September 3, 1993

Mr. Jack Lewis
Chambers, Price and Britt
Post Office Box 11022
High Point, North Carolina 27265

RE: ENSCI Proposal Number P93-456 For Delineation, Excavation, and Disposal of Petroleum-Contaminated Soil 105 Ragsdale Road, High Point, North Carolina.

Dear Mr. Lewis:

ENSCI Environmental, Inc. is pleased to submit the following quotation for delineation of the petroleum-contaminated soil at the above-referenced property located in High Point, North Carolina.

ENSCI is a full-service environmental contractor employing environmental scientists, geologists, hydrogeologists, and certified environmental technicians.

Thank you again for considering ENSCI. Please feel free to contact our office at (919) 883-7505 if you have any questions or if I can be of further service.

Respectfully,

ENSCI Environmental, Inc.

Chris Boggs
Chris Boggs
Environmental Scientist

CB/ejm

Proposal for Excavation and Disposal of Petroleum- Contaminated Soil

**Former L.P. Staples Facility
105 Ragsdale Road
High Point, North Carolina
Site or Project Name
City, State of Site**

Prepared for

**Jack Lewis
Chambers, Price, and Britt Realtors**

September 3, 1993

**ENSCI Environmental, Inc.
1108 Old Thomasville Road
High Point, North Carolina 27260
(919) 883-7505**

Introduction

ENSCI is pleased to submit this proposal for delineation of petroleum-contaminated soil at the former L.P.Staples facility in High Point, North Carolina.

During the performance of the scope of work described in ENSCI proposal #P93-390 an area of petroleum-contaminated soil related to an apparent discharge line from the oil-water separator at the facility was discovered. In order to delineate the extent of this contaminated soil, ENSCI has developed the following scope of work:

- Excavation of test pits with a backhoe along the discharge line to determine the orientation of this line and the extent of grossly impacted soil related to the line.
- Visual inspection and field screening with an OVA during excavation to determine the extent of petroleum-contaminated soil.
- Collection of soil samples at 20-foot intervals along the discharge line to confirm the extent of impacted soil.
- Containment of excavated soil in accordance with NCDEHNR guidelines.

Subsequent to the receipt of analytical reports a determination of the extent of impacted soil will be made and remedial options will be evaluated.

Cost

ENSCI will invoice this project on a time and materials basis. ENSCI will perform the above scope of work at the following rates. Note that the units in this cost estimate are for budgetary purposes only.

Equipment

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Equipment Mobilization	1	\$200.00	\$ 200.00
Backhoe	2 days	\$ 425.00/day	\$ 850.00
OVA	2 days	\$ 90.00/day	\$ 180.00
Service Truck	2 days	\$ 75.00/day	\$ 150.00
	SUBTOTAL		\$ 1380.00

09-08-93 11:28

MENDENHALL MOOR

653 P05

ENSCI Environmental

An Environmental Service Company

Labor

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Technician	16 hours	\$ 35.00/hour	\$ 560.00
Staff Geologist	16 hours	\$ 55.00/hour	\$ <u>880.00</u>
	SUBTOTAL		\$ 1440.00

Soil Analyses

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 9071	10 tests	\$ 80.00/test	\$ 800.00
EPA Method 8240	10 tests	\$325.00/test	\$3,250.00
Total Metals	10 tests	\$140.00/test	<u>\$1,400.00</u>
	SUBTOTAL		\$5,450.00

TOTAL ESTIMATED COST \$8,270.00

*ENSCI Environmental**An Environmental Service Company***Terms and Conditions**

1. Thirty day closure.
2. An ENSCI Environmental Service Agreement or Purchase Order must be in place prior to ENSCI beginning its services.



July 27, 1993

Mr. Jack Lewis
Chambers, Price and Britt
Post Office Box 11022
High Point, North Carolina 27265

RE: ENSCI Proposal Number P93-390, Excavation and Disposal of Petroleum-Contaminated Soil, 105 Ragsdale Road, High Point, North Carolina.

Dear Mr. Lewis:

ENSCI Environmental, Inc. is pleased to submit the following quotation for excavation and disposal of petroleum-contaminated soil currently located at the above-referenced property.

ENSCI is a full-service environmental contractor employing environmental scientists, geologists, hydrogeologists, and certified environmental technicians.

Thank you again for considering ENSCI. Please feel free to contact our office if you have any questions or if I can be of further service.

Respectfully,

ENSCI Environmental, Inc.

A handwritten signature in black ink, appearing to read "Chris Boggs", is written over the typed name.

Chris Boggs
Environmental Scientist

CB/wlt

*ENSCI Corporation**An Environmental Service Company*

Introduction

ENSCI is pleased to submit this proposal for excavation and disposal of petroleum-contaminated soil at the former L.P.Staples facility in High Point, North Carolina.

Based on previous investigation at this facility, ENSCI has developed the following scope of work:

- Excavate of soil in the vicinity of soil borings 12 and 12A.
- Visually inspect and field screen with an Organic Vapor Analyzer or photoionization detector (PID) during excavation to determine the extent of petroleum-contaminated soil.
- Collect soil samples to confirm that all contaminated soil has been removed.
- Transport excavated soil to a properly licensed disposal facility.
- Backfill the excavation.

Cost

ENSCI will perform the above scope of work at the following time and materials basis rates. Note that the units in this cost estimate are for budgetary purposes only. The actual quantities may be more or less than the 20 tons of material this estimate is based on.

Equipment

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Equipment Mobilization		Lump Sum	\$ 200.00
Backhoe	1 day	\$425.00/day	425.00
OVA	1 day	90.00/day	<u>90.00</u>
SUBTOTAL			\$ 715.00

Labor

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Equipment Operator	8 hours	\$ 35.00/hour	\$ 280.00
Staff Geologist	8 hours	55.00/hour	<u>440.00</u>
SUBTOTAL			\$ 720.00

Soil Analyses

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 9071	4 tests	\$ 80.00/test	\$ 320.00
SUBTOTAL			\$ 320.00

Soil Transportation, Disposal and Backfill

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Backfill	20 tons est.	8.00/ton	\$ 160.00
Soil Disposal	20 tons est.	35.00/ton	700.00
Soil Transportation	60 miles	1.65/mile	<u>99.00</u>
SUBTOTAL			\$ 959.00

TOTAL ESTIMATED COST \$2,714.00

ENSCI Environmental

An Environmental Service Company

Terms and Conditions

1. An ENSCI Environmental Service Agreement or Purchase Order must be in place prior to ENSCI beginning its services.
2. Any non-conforming material may be subject to off-specification fees rejection by final disposal site.

Proposal for Excavation and Disposal of Petroleum- Contaminated Soil

**Former L.P. Staples Facility
105 Ragsdale Road
High Point, North Carolina**

Prepared for

**Jack Lewis
Chambers, Price, and Britt Realtors**

July 26, 1993

**ENSCI Environmental, Inc.
1108 Old Thomasville Road
High Point, North Carolina 27260
(919) 883-7505**

*ENSCI Environmental, Inc.**An Environmental Service Company*

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Introduction	1
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UST Removal	1
Site Assessment	2
Backfilling or Securing the Excavation	3
Cost	3
Assumptions and Additional Costs	3

6.0 SITE SENSITIVITY EVALUATION FOR PETROLEUM CONTAMINATED SOIL

The purpose of the Site Sensitivity Evaluation (SSE) is to evaluate the sensitivity of groundwater to contamination by the release of petroleum related substances from the unsaturated zone. The "in-situ" soil cleanup levels, based on total petroleum fuel hydrocarbons (TPFH) and/or oil and grease (O&G), is determined by the SSE score; i.e., a higher SSE score requires a lower TPFH or O&G soil cleanup level. The SSE is only applicable for petroleum contaminated sites. (For cleanup procedures for soil contaminated by non-petroleum products, see Section 7).

If groundwater levels at the site are generally known or can be determined from field observations, one boring may be sufficient to obtain information necessary to complete the SSE. Also, if a release is discovered during a tank excavation, field investigations such as test pits, soil borings, or deeper excavation into the tank pit may provide pertinent information.

An SSE must be performed on all sites that meet the following criteria and must be conducted by a "qualified person" as described on the next page:

1. For sites in categories A and B (Table 3), where contaminated soils are located 5 feet or greater from the water table, top of bedrock or transmissive indurated sediments (shell limestone, fractured shale or sandstone, etc.). For sites in categories C, D, and E, (Table 3) an SSE must be performed in all cases, and
2. Contaminated soil does not create a human exposure pathway via ingestion, absorption, or inhalation.

NOTE: For sites where the criteria in 1 and 2 above are not met, the cleanup levels will be 10 ppm TPFH (EPA Method 5030), 40 ppm TPFH (EPA Method 3550), or 250 ppm O&G (EPA Method 9071) (unless DEM specifies otherwise). The references to EPA methods 5030 and 3550 throughout this document include the use of the California GC-FID method for TPFH and are referred to only as 5030 and 3550 for brevity.

The Site Sensitivity Evaluation will determine the soil cleanup levels that must be achieved for each site. Depending on the SSE scores, the final cleanup level for site soils may range between 10 to 300 ppm TPFH (for EPA Method 5030), 40 to 1200 ppm TPFH (for EPA Method 3550), and 250 to 3000 ppm O&G (for EPA Method 9071). Soils exhibiting contamination levels greater than (>) 300 ppm TPFH (for EPA Method 5030) or > 1200 ppm TPFH (for EPA Method 3550), or > 3000 ppm O&G (for EPA Method 9071) must be remediated (unless otherwise directed by DEM).

"Contaminated soil" in this document refers to soils containing greater than 10 ppm TPFH, as detected by EPA method 5030, greater than 40 ppm TPFH, as detected by EPA method 3550,

and greater than 250 ppm oil & grease, as detected by EPA method 9071. Remedial activities will generally not be required on soil exhibiting TPFH levels of less than or equal to ($\leq$) 10 ppm TPFH (EPA Method 5030), levels of $\leq$ 40 ppm TPFH (EPA method 3550), or O&G levels of $\leq$ 250 ppm (EPA Method 9071). However, in cases where groundwater has been contaminated or other special site conditions exist, a lower cleanup level and/or additional investigation may be required by the DEM.

In any case, whenever soil remediation is necessary, the treatment/disposal technologies that are used should be cost effective and provide adequate protection of human health and the environment.

6.1 SITE SENSITIVITY EVALUATION (SSE)

STEP 1: Site Characteristics Evaluation (See Table 1)

The sensitivity of groundwater to contamination from petroleum contaminated soils is evaluated by assessing five specific site characteristics. These characteristics are rated in accordance with their potential for contributing to the contamination of groundwater; the greater the potential contribution, the higher the score. The overall sensitivity of a site is determined by a numerical value representing the sum of values for each site characteristic.

Complete the SSE score sheet (Table 1) and proceed to step 2.

EXPLANATION OF SITE CHARACTERISTICS

Grain Size - The main objective of this analysis is to estimate soil permeability, potential for contaminant attenuation, and the presence of zones which restrict contaminant migration.

Sample Collection and Location: The sample collected for determination of grain size should be **representative** of the **predominant** soil type found in the area of the deepest contaminated soils located beneath the source, or in proximity to the source (in the apparent downgradient direction). Retaining this soil sample for future reference is advisable.

Sample Classification: The soil sample collected as described above should be classified according to the Unified Soil Classification System (ASTM designation D-2487) or the U.S. Department of Agriculture's method of soil classification. (A visual and textural field inspection will suffice.)

NOTE: *SSE's and sample collection and classification should be performed by a qualified person, who through a combination of training and experience is competent to evaluate the conditions existing at the contamination site, including the physical and chemical conditions of the subsurface. A geologist, soil scientist, or engineer experienced and active in the environmental field will be considered qualified.*

AUG 03 '93 07:48AM ENSCI CORPORATION

P.10

Relict structures, sedimentary structures, and/or textures present in the zone of contamination and underlying "soils" - These include structures in soils that may significantly increase the permeability such as quartz veins, fractures, or textures with coarse grained sandy beds in clays and silts, weathered coarse grained igneous intrusions, etc.

Distance from location of deepest contaminated soil to seasonal high water table - The determination may be based upon water levels in shallow water table wells in the immediate vicinity, mottling of the soil, an auger hole in the area of contamination or immediate vicinity, or specific knowledge of an area. If an auger hole penetrating the water table is made, it shall immediately be grouted with neat cement. Compaction of soil located on the ground surface is acceptable for borings that do not penetrate the water table as long as the compaction of the borehole soils has the same (or lower) permeability as the original soil.

Location of the water table relative to bedrock or transmissive indurated sediments - Is the top of bedrock or top of transmissive indurated sediments (shell limestone, fractured shale or sandstone, etc.) located closer to the surface than the water table?

Artificial conduits present within the zone of contamination - Are there water lines, sewer lines, telephone cables, product dispensing piping, etc., in the area of contamination?

STEP 2: Initial Cleanup Level (See Table 2)

Once the SSE score has been obtained, select the corresponding initial cleanup level based on the test method(s) (i.e. 5030, 3550 or 9071) for determining the type of fuel product (low or high boiling point, or heavy fuels) released on site. Proceed to step 3.

STEP 3: Final Cleanup Level (See Table 2, Table 3 [SSE Site Category Descriptions])

Determine and document the site category (A, B, C, D, or E) based on field evaluations. Use Tables 2 and 3 (SSE Site Category Descriptions), to select the final cleanup level. Based on the final cleanup level, determine the quantity of soil that requires remediation. Evaluate several treatment/disposal technologies and their associated costs.*

Submit data and other evidence used in the determination of the final cleanup level to the appropriate regional office. They will verify the site's final cleanup level upon review of the information provided. However, the responsible party should begin soil remediation without waiting for regional office verification. Upon completion of the SSE, the responsible party should immediately begin remediation of soils containing TPFH or O&G concentrations in excess of the final proposed cleanup level, utilizing cost effective treatment/disposal technologies that will provide protection of human health and the environment. The responsible party should maintain accurate records of the remediation process and be prepared to justify all remediation activities and costs.

*NOTE: *See Section 8 "Limiting Quantities and Costs of Soil Treatment/Disposal."*

Site Sensitivity Evaluation (SSE)

Site Characteristics Evaluation (Step 1)

Characteristic	Condition	Rating
Grain Size*	Gravel	150
	Sand	100
	Silt	50
	Clay	0
Are relict structures, sedimentary structures, and/or textures present in the zone of contamination and underlying "soils"?	Present and intersecting the water table.	10
	Present but <u>not</u> intersecting the water table.	5
	None present.	0
Distance from location of deepest contaminated soil** to water table.	0 - 5 feet	20
	(C, D & E sites only)	20
	5 - 10 feet	10
	>10 - 40 feet	0
Is the top of bedrock or transmissive indurated sediments located above the water table?	Yes	20
	No	0
Artificial conduits present within the zone of contamination.	Present and intersecting the water table.	10
	Present but <u>not</u> intersecting the water table.	5
	Not present.	0

Total Site Characteristics Score:

- * Predominant grain size based on Unified Soil Classification System or U.S. Dept. of Agriculture Soil Classification Method.
- ** >10 ppm TPFH by Method 5030; >40 ppm TPFH by Method 3550; >250 ppm O&G by Method

Site Sensitivity Evaluation (SSE)

Initial Cleanup Level
(Step 2)

Final Cleanup Level
(Step 3)

EPA Method 5030 for Low Boiling Point Hydrocarbons such as Gasoline, Aviation Fuels, Gasohol					Final Cleanup Level
Total Site Characteristics Score	Initial Cleanup Level TPFH (ppm)	Select Site Category* →	Category A & B (Multiply initial cleanup level by 1)	1 x _____ = _____	
>150	≤10		Category C & D (Multiply initial cleanup level by 2)	2 x _____ = _____	
121-150	20		Category E (Multiply initial cleanup level by 3)	3 x _____ = _____	
91-120	40				
61-90	60				
31-60	80				
0-30	100				

EPA Method 3550 for High Boiling Point Hydrocarbons such as Kerosene, Diesel, Varsol, Mineral Spirits, Naphtha					Final Cleanup Level
Total Site Characteristics Score	Initial Cleanup Level TPFH (ppm)	Select Site Category* →	Category A & B (Multiply initial cleanup level by 1)	1 x _____ = _____	
>150	≤40		Category C & D (Multiply initial cleanup level by 2)	2 x _____ = _____	
121-150	80		Category E (Multiply initial cleanup level by 3)	3 x _____ = _____	
91-120	160				
61-90	240				
31-60	320				
0-30	400				

EPA Method 9071 for Heavy Fuels - Oil & Grease (O&G) such as Fuel Oil #4, #5, #6, Motor Oil, Hydraulic Fluid					Final Cleanup Level
Total Site Characteristics Score	Initial Cleanup Level O&G (ppm)	Select Site Category* →	Category A & B (Multiply initial cleanup level by 1)	1 x _____ = _____	
>150	≤250		Category C & D (Multiply initial cleanup level by 2)	2 x _____ = _____	
121-150	400		Category E (Multiply initial cleanup level by 3)	3 x _____ = _____	
91-120	550				
61-90	700				
31-60	850				
0-30	1000				

* See Site Category Descriptions, Table 3

3/10/93

TABLE 3

SSE SITE CATEGORY DESCRIPTIONS

CATEGORY A (*Site meets any one of the criteria*)

1. Water supply well(s) contaminated and not served by accessible public water supply.
2. Vapors present in confined areas at explosive or health concern levels.
3. Treated surface water supply in violation of the safe drinking water standards.

CATEGORY B (*Site meets any one of the criteria*)

1. Water supply well(s) contaminated, but served by accessible public water supply.
2. Water supply well(s) within 1500 feet of site, but not contaminated and not served by accessible public water supply.
3. Vapors present in confined areas but not at explosive or health concern levels.

CATEGORY C (*Site meets both of the criteria*)

1. No known water supply well(s) contaminated.
2. Water supply well(s) greater than 1500 feet from site but not served by accessible public water supply.

CATEGORY D (*Site meets both of the criteria*)

1. No known water supply well(s) contaminated.
2. Water supply well(s) within 1500 feet of site but served by accessible public water supply.

CATEGORY E (*Site meets both of the criteria*)

1. No known water supply well(s) contaminated or within 1500 feet of site.
2. Area served by accessible public water supply.



June 18, 1993

Mr. Jack Lewis
Chambers, Price & Britt
619 North Hamilton Street
High Point, North Carolina 27261

RE: Proposal Number P93-314 at 105 Ragsdale Road in Jamestown, North Carolina

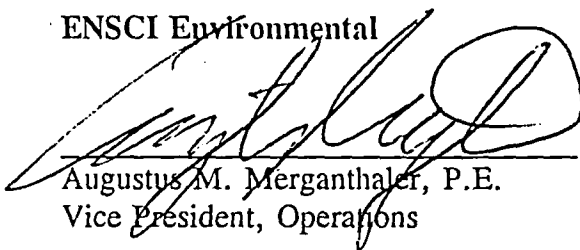
Dear Mr. Lewis:

ENSCI Environmental is pleased to submit this quotation for the cleaning of the oil and water separator along with the disposal of its contents as well as for the disposal of the other drums at the Old LP Staples Building in Jamestown, North Carolina.

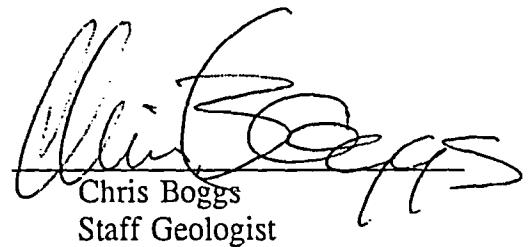
Thank you again for allowing ENSCI Environmental to submit this quotation. Should you have any further questions or require additional information, please do not hesitate to contact me at (919) 883-7505.

Sincerely,

ENSCI Environmental



Augustus M. Merganthaler, P.E.
Vice President, Operations



Chris Boggs
Staff Geologist

AMM/wlt

DETAILED COST ESTIMATE

Labor and Materials

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extention</u>
Site Supervisor (1)	10 hrs.	\$ 45.00/hr.	\$ 450.00
Technician (2)	10 hrs	35.00/hr.	350.00
Level D	3 each	25.00/man/day	75.00
Drums	10 each	27.00 each	270.00
Steam Cleaner	1 day	225.00/day	225.00
Salvage Drums	as needed	170.00 each	----
Lighting	as needed	----	----
Tripod	1 day	300.00/day	300.00
Cascade System & Additional Air	1 day	200.00/day	200.00
Vacuum w/operator	5 hrs.	80.00/hrs.	400.00
Transportation with vacuum truck and straight truck	522 miles	1.50/mile	<u>783.00</u>

SUBTOTAL \$ 3,053.00

Disposal

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extention</u>
Profile Fee for Disposal	1 each	400.00 each	400.00
Liquid Disposal	6,000/gal.	.50/gal.	3,000.00
Sludge Disposal	15 drums	300.00/drum	4,500.00
Solids Disposals	5 drums	650.00 each	3,250.00
Empty Drums	20 drums	30.00 each	600.00

SUBTOTAL \$11,750.00

Additional Soil Sample

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extention</u>
EPA Method 9071	1 unit	\$ 90.00/unit	\$ 90.00
TCLP Metals	1 each	\$440.00 each	\$ 440.00
Technician	1 hour	\$ 35.00/hr.	\$ 35.00

SUBTOTAL \$ 565.00

TOTAL ESTIMATED COST \$15,368.00



MAIN FILES _____
PROPOSAL FILE _____
ACCOUNTING _____
SALES REP () _____
PJCT MGR () _____
OTHER Seth Cohen X

March 2, 1993

Mr. Jack Lewis
Chambers, Price & Britt
619 North Hamilton Street
High Point, North Carolina 27261

RE: Proposal Number P92-560 For a Phase II Environmental Assessment of the Old LP Staples Building Located at 105 Ragsdale Road in Jamestown, North Carolina

Dear Mr. Lewis:

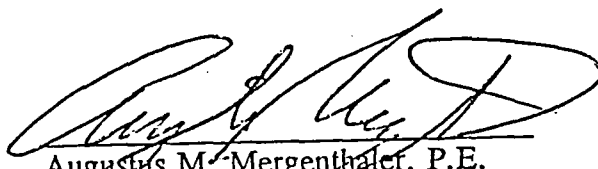
ENSCI Corporation is pleased to submit this quotation for a Phase II Environmental Assessment of the Old LP Staples Building in Jamestown, North Carolina.

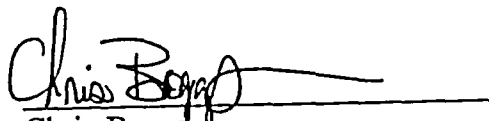
Enclosed please find our quotation, which consists of four tasks. Task I is the characterization of the oil/water separator and sump. Task II is sampling the drums. Task III includes soil sampling. Task IV encompasses the report preparation.

Thank you again for allowing ENSCI Corporation to submit this quotation. Should you have any further questions or require additional information, please do not hesitate to contact me at (919) 883-7505.

Sincerely,

ENSCI Corporation


Augustus M. Mergenthaler, P.E.
Vice President, Operations


Chris Boggs
Staff Geologist

✓ cc: Seth Cohen

1108 Old Thomasville Rd. • High Point, NC 27260 • 919-883-7505 • Fax 919-882-7958



AN ENVIRONMENTAL SERVICE COMPANY
ENGINEERING • ASSESSMENT • SITE REMEDIATION

Detailed Cost Estimate

Task I

Characterization of Oil/Water Separator

A) Oil/Water Separator

- 1) Due to the observed indications of past solvent use at this facility, the contents of the oil/water separator will need to be analyzed to determine if they are hazardous materials.

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Priority Pollutants	1 ea.	\$1,000.00 ea.	\$ 1,000.00
Environmental Technician	1 hr.	35.00/hr.	<u>35.00</u>
Task I Subtotal			\$ 1,035.00

Task II

Sampling of Drums

A) Sample Drums to Determine if They Contain Hazardous Material

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Technician	2 hrs.	\$ 35.00/hr.	\$ 70.00
Analytical (Solid) Priority Pollutants	1 ea.	1,000.00 ea.	1,000.00
Analytical (Liquid) Priority Pollutants *	1 ea.	1,000.00 ea.	1,000.00
TCLP Metals		300.00 ea.	<u> </u>
Task II Subtotal			\$ 2,070.00

* NOTE: TCLP if necessary

Task III

Soil Sampling

A) Drum Storage Areas

5 soil samples from a depth of 3 feet from equal intervals along the edge of the asphalt on the southeast side of the property

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 8240	5 ea.	\$ 325.00 ea.	\$ 1,625.00
EPA Method 8270	5 ea.	650.00 ea.	<u>3,250.00</u>
		Subtotal	\$ 4,875.00

2 soil samples from a depth of 3 feet in the solvent storage shed

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 8240	2 ea.	\$ 325.00 ea.	\$ 650.00
EPA Method 8270	2 ea.	650.00 ea.	<u>1,300.00</u>
		Subtotal	\$ 1,950.00

1 soil sample from each of the following areas: along the southeast side of the building in the area used for drum storage, adjacent to the signs that read "Used Acetone" and "Used Naphtha", and in the southeast corner of the parking lot in the former drum storage area

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 8240	3 ea.	\$ 325.00 ea.	\$ 975.00
EPA Method 8270	3 ea.	650.00 ea.	<u>1,950.00</u>
		Subtotal	\$ 2,925.00

B) Compressor Area

2 soil samples from a depth of 3 feet adjacent to the compressor pad

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 3550	2 ea.	\$ 120.00 ea.	\$ 240.00
EPA Method 9071	2 ea.	90.00 ea.	<u>180.00</u>
		Subtotal	\$ 420.00
 Labor and Equipment			
Environmental Technician	16 hrs.	35.00/hr.	560.00
Project Geologist	16 hrs.	55.00/hr.	880.00
Jackhammer & Compressor	1 day	175.00/day	<u>175.00</u>
		Subtotal	\$ 1,615.00
		Task III Subtotal	\$ 11,785.00

Task IV

Report Preparation

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Senior Review	1 hr.	\$ 85.00/hr.	\$ 85.00
Project Geologist	20 hrs.	55.00/hr.	1,100.00
Drafting	5 hrs.	45.00/hr.	225.00
Clerical	2 hrs.	25.00/hr.	<u>50.00</u>
		Task IV Subtotal	\$ 1,460.00

COST SUMMARY

<u>Description</u>	<u>Cost</u>
Task I	\$ 1,035.00
Task II	\$ 2,070.00
Task III	\$ 11,785.00
Task IV	<u>\$ 1,460.00</u>
Total Estimated Cost For Sampling To Determine if the Oil/Water Separator is Hazardous	<u>\$ 16,350.00</u>



ENVIRONMENTAL SERVICE AGREEMENT

ENSCI CORPORATION
1108 Old Thomasville Road
High Point, North Carolina 27260
Phone (919) 883-7505
Fax (919) 882-7958

Customer CHAMBERS, PRICE & BRITT Date MARCH 2, 1993
619 NORTH HAMILTON STREET Proposal No. P92-560
HIGH POINT, NORTH CAROLINA 27261 Job No. _____
ATTN: JACK LEWIS Customer
Telephone (919) 884-4147 PO No. _____
Description of Services SAMPLING SERVICES PER PROPOSAL NUMBER P92-560 - LP STAPLES
BUILDING AT 105 RAGSDALE ROAD, JAMESTOWN, NC

THIS AGREEMENT is made by and between ENSCI CORPORATION, a North Carolina Corporation ("Contractor") and the above-named ("Customer").

Contractor hereby agrees to perform and render certain services to the Customer, at Customer's order and request, and to to Customer all necessary or required related materials and equipment. Such services shall consist of any one or more following: handling, clean-up, transportation and disposal or other disposition of industrial waste, toxic waste or other (individually or collectively, the "waste"), generated by, handled by or transported by Customer. Such services are particularly described in the Contractor's work order or fee schedule or Customer's purchase order, attached to this agreement and incorporated herein by reference as if fully set forth.

The specific terms and conditions governing this agreement and the services to be performed hereunder shall be as set forth in the attached Contractor's work order or Customer's purchase order.

In the event of a conflict or inconsistency between any provision of the Customer's purchase order and this agreement, or the Contractor's work order and the Customer's purchase order, the provision, terms and conditions of this agreement or Contractor's work order, as the case may be, shall govern and control, in all instances.

In consideration of the services to be performed by the Contractor, the Customer agrees to pay the Contractor's standard and charges for services of the same or similar nature, as set forth in the attached Contractor's work order, fee schedule or Customer's purchase order, or description of services above.

The General Terms and Conditions as set forth in this agreement are incorporated herein by reference as if fully set forth in this agreement is subject to all such General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

- DUTIES-CONTRACTOR.** Contractor agrees that it will: (a) employ reasonable care in the handling, storage, transportation and disposal or other disposition of waste offered to it by the Customer; (b) observe and comply with all applicable federal, state and local laws and regulations relating to the receipt, handling, storage, transportation and disposal of the waste; and (c) obtain and comply with all governmental permits, licenses, and approvals required to receive, handle, store, transport and dispose of the waste.
- DUTIES-CUSTOMER.** The Customer agrees that (a) the Customer will accurately identify, in writing, the nature, quantities, and chemical composition including any contaminants of any waste which are the subject of this agreement; (b) if other arrangements are made, the Company will identify, package and label waste or other materials in compliance with federal (including United States Environmental Protection Agency and United States Department of Transportation), state and local laws and regulations prior to the transferring of said materials by Contractor.
- NO WARRANTIES BY CONTRACTOR.** CONTRACTOR MAKES NO WARRANTY HEREUNDER AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY EXCLUDED AND DISCLAIMED BY CONTRACTOR. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR CONSEQUENTIAL DAMAGES.



4. **INDEMNIFICATION-CUSTOMER.** The Customer agrees to indemnify and hold Contractor harmless from and against any and all claims, liabilities, losses, damages and expenses arising from the Customer's negligence or the Customer's breach of its duties herein.
5. **EXCLUSIONS FROM LIABILITY.** Contractor shall not be liable to the Customer for (a) consequential or indirect losses or damages including, without limitations, the loss of profits, loss of production, plant down-time or liability to third parties; (b) losses or damages arising from the sole or contributory negligence of the Customer and/or any third party; (c) losses or damages arising from causes beyond Contractor's control including, without limitation, war, riots, acts of governmental authorities, strikes or other labor difficulties, inclement weather, fires, floods and unavoidable casualties or delays in transportation; or (d) lack of identification or inaccurate identification of the waste.
6. **WASTE IDENTIFICATION-CUSTOMER.** If the Customer fails to identify accurately the chemical composition, nature, age, quantity of any waste or other materials offered to Contractor, or if Customer fails to package properly or label said waste or other materials, Contractor, upon determination thereof, shall promptly so notify the Customer. If the cost of handling, storing, transporting and/or disposing of said waste or other materials is thereby increased, the increased cost may, at Contractor's option, be passed on to and shall be paid by the Customer. Contractor reserves the right to reject and return to the Customer any waste or other materials which Contractor determines, or reasonably believes in its discretion, to be improperly identified, packaged or labeled.
7. **ACCESS TO PREMISES.** The Customer grants to Contractor, its agents and employees, during the term of this Agreement, reasonable access to the Customer's premises, facilities and vehicles for the purpose of fulfilling its obligations under this Agreement. Contractor shall comply with the Customer's safety procedure while on the Customer's premises, and upon request to Contractor, Customer will make available to Contractor copies of the safety procedures. The Customer warrants that any right-of-way provided by the Customer to/from the Customer's premises to/from the most convenient public way sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform the service. Contractor shall not be responsible for damages caused to any private pavement or accompanying subsurface of any reasonably necessary to perform the services.
8. **TITLE TO WASTE MATERIALS.** The Customer represents and warrants that it holds clear title to all waste to be handled, transported, disposed of or transferred hereunder and is under no legal restraint or order which would prohibit the handling or servicing of such materials by Contractor and/or the transfer of the possession or title to such materials to a Treatment Storage Disposal Facility (TSDF) chosen by the Customer. If the services to be rendered hereunder include disposal of the waste, the Customer will instruct the Contractor as to the name, address and location of the TSDF where disposal is to be made.
9. **INDEPENDENT CONTRACTOR.** Contractor shall be deemed to be and shall, in all respects, remain an independent contractor in connection with all services performed by it for the Customer. Nothing herein shall be construed to constitute either a partnership, agent, employee, servant or partner of the other party. Contractor shall be solely responsible for the payment of taxes, license and permit fees and other payments and charges incident to the performance of its services for the Company and the Company shall have no obligation or liability with respect thereto.
10. **APPLICABILITY OF TERMS AND CONDITIONS.** Unless modified or terminated by the written agreement of both parties, the terms and conditions set forth herein shall govern all the handling, storing, transportation and disposal of all waste performed by Contractor for the Customer whether pursuant to a purchase order or other written or oral agreement.
11. **UNDERSTANDING OF PARTIES.** This Agreement, which includes the Contractor's work order or Customer's purchase order (if attached hereto relating to each specific job, constitutes the entire understanding between the parties. No modification of the terms and conditions stated herein shall be binding unless reduced to writing and signed by both parties.
12. **PAYMENT FOR SERVICES RENDERED.** The Customer agrees to pay Contractor for services rendered hereunder within 15 days of receipt of invoice, based on the schedule of charges attached hereto. Contractor reserves the right to apply an interest charge of 1 1/2% per month due to overdue balances, and Customer agrees to pay such charge if assessed. In the event of breach of this Agreement by the Customer, the Customer shall pay all reasonable attorneys' fees, collection fees and expenses of Contractor incident to any action brought to enforce this Agreement.
13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the Laws of the State of North Carolina. Customer hereby agrees that the courts of the State of North Carolina shall have jurisdiction over the subject matter of any action brought to enforce this Agreement.
14. **BINDING QUALITY.** This Agreement shall be binding upon and shall inure to the benefit of Contractor and Customer, and their respective successors and assigns.

The undersigned Customer, by its authorized representative, has read this agreement, including the General Terms and Conditions, and any attached fee schedules or descriptions of services, and agrees to be bound thereby. The undersigned representative of the Customer further warrants that he has the authority to execute this Agreement on behalf of the Customer.

ENSCI CORPORATION
(Contractor)

By: _____

Name: AUGUSTUS MERGENTHALER

Title: VICE PRESIDENT, OPERATIONS

ENSCI Proposal Number: P92-560

ENSCI Job Number: _____

CHAMBERS, PRICE & BRITT
(Customer)

By: _____

Name: JACK LEWIS

Title: _____

SMITH, FOLLIN & JAMES

ATTORNEYS AND COUNSELLORS AT LAW

POST OFFICE BOX 990

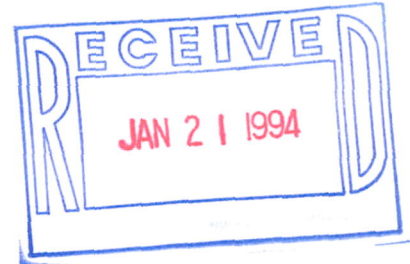
GREENSBORO, NORTH CAROLINA 27402

NORMAN B. SMITH
MARION G. FOLLIN III
J. DAVID JAMES
MARGARET F. ROWLETT
SETH R. COHEN

STREET ADDRESS:
101 S. ELM ST., 3RD FLOOR
GREENSBORO, NC 27401
TELEPHONE: (919) 274-2992
FAX: (919) 274-8490

January 20, 1993

Ms. Kelly Gage
Toxic and Health Hazard Specialist
Guilford County Emergency Services
P.O. Box 18807
Greensboro, NC 27419



RE: Property at 105 Ragsdale Rd., Jamestown, North
Carolina

Dear Kelly:

Thank you for taking the time to talk with me this week. The following is information which may be helpful to you after we receive the final report from ENSCI. As you know, this property was deeded to Powers Wire Products On December 19, 1967. It was then purchased by Spenax Corporation on May 31, 1986. Finally, the property was purchased by Jaygee and Efbe Realty Company on April 28, 1987. This law firm represents Dr. Seymour Filman of Jaygee Realty Company.

As I told you over the telephone, the May 31, 1986, deed from Powers Wire to Spenax lists the name of the Grantor as Power-Line Fastening Systems, Inc. I have enclosed a copy of this deed. Power Line Fastening Systems, Inc. was changed to Fastening Liquidation, Inc., on June 30, 1986, according to the North Carolina Secretary of State's office. I am enclosing a statement from California to that effect. As you can see from the California Secretary of State, the chief executive officer of Fastening Liquidation, Inc. is F. B. Nance, 10180 East Valley Blvd., El Monte, California. This is the same address as listed for Power-Line Fastening Systems, Inc., on the May 31, 1986, deed.

If you want to talk with someone who worked with this company during the early 80's, I would suggest you talk to Nelson Higgenbottom, at 454-6082. He can tell you what type of solvents and other materials were used at the plant.

As for Spenax Corporation, the story is much more confusing. In fact, there was a long and complicated lawsuit between Jaygee and Efbe Realty Company and the owners of Spenax concerning the lease agreement. What is certain, is that my client never operated any type of plant at the site. What is also certain, is that the persons who operated the plant after it was purchased

Ms. Kelly Gage
January 20, 1994
page 2

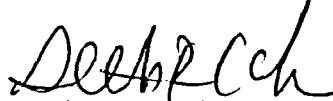
from Power Line Fastening Systems were Robert J. Coulter and David E. Greene. Greene and Coulter were the sole shareholders of Spenax Corporation. On December 30, 1988, Green and Coulter purportedly assigned all its rights in Spenax to a company called Staples, L. P. Staples was a limited partnership, in which Staples, Inc., was the nominal general partner. The nominal limited partners were Coulter and Greene

The bottom line is that Coulter and Greene were the owners and operators of the plant from the time it was sold to them until it went out of business. The last we heard, both Coulter and Greene lived in Shelby County, Indiana; however, you can find out their current whereabouts by calling their attorney Terrill D. Albright. Mr. Albright is an attorney with Baker and Daniels, 300 n. Meridian St. #2700, Indianapolis, Indiana 46204.

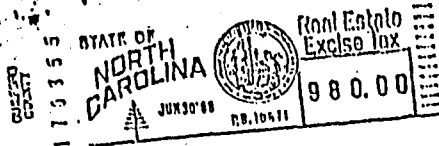
If you want to talk with someone who worked for Coulter and Greene, please contact Richard Heene at 887-0641. He can tell you about the various solvents and other materials used after Spenax took over operation of the plant.

I will contact you when I hear from ENSCI about the delineation. Please do not hesitate to call if you have any questions. Thank you for your assistance and cooperation in this matter.

Yours sincerely,


Seth R. Cohen

SRC:vlr:4055
Enclosure
cc: Dr. Seymour Filman



188472

RECORDED
KAY I. PATSEAVOURAS
REGISTER OF DEEDS
GUILFORD COUNTY NC

JUN 30 1 44 PM '86

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 06-30-86-
Verified by 1. 06/30/86 188472 184.00
by 2. DEEDS ADMIN. FEE(S) 3.00
1 PROBATE FEE 1.00

Mail after recording to Thomas S. Stukes, P.O. Box 21927, Greensboro, NC 27420

This instrument was prepared by Thomas S. Stukes, Atty.

Brief description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31st day of May, 1986, by and between

GRANTOR

GRANTEE

Power-Line Fastening Systems, Inc.
(formerly Power Line Sales, Inc.),
a California corporation
10100 East Valley Boulevard
El Monte, California 91731

Spanax Corporation, an Indiana
corporation

860 Elston Drive
Shelbyville, Indiana 46176

1 EXCISE TAX STAMP

980.00

Enter in appropriate block for each party's name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Jamestown, ... Township, Guilford County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto.

DK3512PG1916

EXHIBIT A

BEGINNING at an iron pin in the eastern margin of Ragadale Road, which iron pin is located 8 feet 6 inches from the eastern edge of the pavement of said road and also located South 24 deg. 46' 59" West 652.55 feet from the southern edge of the pavement of U.S. 29A - 70A in the Town of Jamestown, North Carolina, and running thence along the margin of said road, crossing the Southern Railway right-of-way line, North 24 deg. 46' 59" East 412.55 feet to an existing iron stake 15 feet from the existing Southern Railway track; thence North 61 deg. 17' 25" East 156.65 feet to an existing iron stake; thence along the line of Union Camp Paper Corporation, and crossing the Southern Railway right-of-way line South 23 deg. 00' 05" East 568.92 feet to an iron pin; thence South 52 deg. 10' 45" W 263.46 feet to an existing iron pin; thence along the line of W. G. Ragadale North 54 deg. 03' 11" West 400.39 feet to the point and place of Beginning, containing 4.656 acres more or less, as per map designated as Property of Power-Line Sales, Inc., prepared by Davis-Martin & Associates, Inc., Engineers, dated October 17, 1975, Revised November 7, 1975, Revised January 25, 1983, Job No. S-9973.

The above property is subject to an easement and right of way for ingress, egress and regress over, across and through the above described property, which easement is described as follows: BEGINNING at an iron pin, the northeast corner of that property conveyed to Powers Wire Products, Co., Inc. (now Power Line Fastening Systems, Inc.) by deed recorded in Book 2366, at Page 665, and also being a corner of Union Camp Paper Corp., said iron pin also being South 23 deg. 00' 05" East 568.92 feet from an iron pin which is 15 feet east of the existing Southern Railway track; running thence along the line of Union Camp Paper Corp. North 23 deg. 00' 05" West 448.92 feet to a point in the south line of that easement described in Book 2134, at Page 741; running thence along the south side of that easement described in Book 2134, at Page 741 South 61 deg. 17' 25" West 40.20 feet to a point on the south side of said easement described in Book 2134, at Page 741; running thence South 23 deg. 00' 05" East 455.50 feet to a point in the east line of that tract of land conveyed to Powers Wire Products Co., Inc. (now Power Line Fastening Systems, Inc.) by deed recorded in Book 2366, at Page 665; running thence North 52 deg. 10' 45" East 41.38 feet to the point and place of BEGINNING. The same being a 40 foot easement along the north line of that property described in Book 2366, at Page 665.

BK3512PG1918

C# 0211262

NAME CHANGED FROM: POWER-LINE SALES, INC. TO POWER LINE FASTENING
SYSTEMS, INC. ON 11-19-80. WHICH WAS THEN CHANGED
TO: FASTENING LIQUIDATION, INC.

ON: 6-30-86.



State of California

March Meng Lu
Secretary of State

P.O. Box 2630
Sacramento, CA 95812
Phone: (916) 443-2020

STATEMENT BY DOMESTIC STOCK CORPORATION

(THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1302, CORPORATIONS CODE))

86-087716

FILED
SACRAMENTO, CALIF.

OCT 1 '86

W. Meng Lu

SECRETARY OF STATE

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR BLACK INK

1. 2112620 DUE DATE 11-30-86 117755

HASTENING LIQUIDATION, INC.
10180 E. VALLEY BLVD.
EL MONTE, CA 91734

DO NOT WRITE IN THIS SPACE

DO NOT ALTER PREPRINTED NAME. IF ITEM NO. 1 IS BLANK, PLEASE ENTER CORPORATE NAME

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		ROOM NO.	2A. CITY & STATE	2B. ZIP CODE
10180 E. VALLEY BLVD			EL MONTE CA	91731
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA (IF ANY)		ROOM NO.	3A. CITY	3B. ZIP CODE
			CA	
4. MAILING ADDRESS		ROOM NO.	4A. CITY & STATE	4B. ZIP CODE
10180 E. VALLEY BLVD			EL MONTE CA	91731
5. CHIEF EXECUTIVE OFFICER		5A. BUSINESS OR RESIDENCE ADDRESS	5B. CITY & STATE	5C. ZIP CODE
F.B. NANCE		10180 E. VALLEY BLVD	EL MONTE CA	91731
6. SECRETARY		6A. BUSINESS OR RESIDENCE ADDRESS	6B. CITY & STATE	6C. ZIP CODE
W.M. MCPHERSON		10180 E. VALLEY BLVD	EL MONTE CA	91731
7. CHIEF FINANCIAL OFFICER		7A. BUSINESS OR RESIDENCE ADDRESS	7B. CITY & STATE	7C. ZIP CODE
W.M. MCPHERSON		10180 E. VALLEY BLVD	EL MONTE CA	91731
8. NAME F.B. NANCE		8A. BUSINESS OR RESIDENCE ADDRESS	8B. CITY & STATE	8C. ZIP CODE
GEORGE R. ROBERTS		10180 E. VALLEY BLVD	EL MONTE CA	91731
9. NAME ROBERT J. McDONNELL		9A. BUSINESS OR RESIDENCE ADDRESS	9B. CITY & STATE	9C. ZIP CODE
		SAME		
10. NAME JEROME KOHLBERG JR.		10A. BUSINESS OR RESIDENCE ADDRESS	10B. CITY & STATE	10C. ZIP CODE
		SAME		

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

12. NAME W.M. MCPHERSON

13. CALIFORNIA BUSINESS OR RESIDENCE ADDRESS IF AGENT IS AN INDIVIDUAL DO NOT USE P.O. BOX! DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION
10180 E. VALLEY BLVD EL MONTE CA 91731

14. DESCRIBE TYPE OF BUSINESS OF THE CORPORATION
LIQUIDATION

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE
W.M. MCPHERSON
TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT
Signature: [Signature] DATE: Sept. 18, 1986

16. I DECLARE THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF THE CORPORATION WHICH IS ON FILE IN THE SECRETARY OF STATE'S OFFICE. DOES NOT APPLY TO INITIAL FILING (READ INSTRUCTIONS BEFORE COMPLETING THIS ITEM)

CHECK HERE

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

DATE

SMITH, FOLLIN & JAMES

ATTORNEYS AND COUNSELLORS AT LAW

POST OFFICE BOX 990

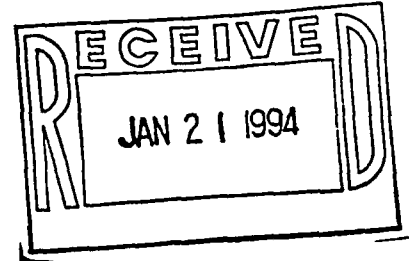
GREENSBORO, NORTH CAROLINA 27402

NORMAN B. SMITH
MARION G. FOLLIN III
J. DAVID JAMES
MARGARET F. ROWLETT
SETH R. COHEN

STREET ADDRESS:
101 S. ELM ST., 3RD FLOOR
GREENSBORO, NC 27401
TELEPHONE: (919) 274-2992
FAX: (919) 274-8490

January 20, 1993

Ms. Kelly Gage
Toxic and Health Hazard Specialist
Guilford County Emergency Services
P.O. Box 18807
Greensboro, NC 27419



RE: Property at 105 Ragsdale Rd., Jamestown, North
Carolina

Dear Kelly:

Thank you for taking the time to talk with me this week. The following is information which may be helpful to you after we receive the final report from ENSCI. As you know, this property was deeded to Powers Wire Products On December 19, 1967. It was then purchased by Spenax Corporation on May 31, 1986. Finally, the property was purchased by Jaygee and Efbe Realty Company on April 28, 1987. This law firm represents Dr. Seymour Filman of Jaygee Realty Company.

As I told you over the telephone, the May 31, 1986, deed from Powers Wire to Spenax lists the name of the Grantor as Power-Line Fastening Systems, Inc. I have enclosed a copy of this deed. Power Line Fastening Systems, Inc. was changed to Fastening Liquidation, Inc., on June 30, 1986, according to the North Carolina Secretary of State's office. I am enclosing a statement from California to that effect. As you can see from the California Secretary of State, the chief executive officer of Fastening Liquidation, Inc. is F. B. Nance, 10180 East Valley Blvd., El Monte, California. This is the same address as listed for Power-Line Fastening Systems, Inc., on the May 31, 1986, deed.

If you want to talk with someone who worked with this company during the early 80's, I would suggest you talk to Nelson Higgenbottom, at 454-6082. He can tell you what type of solvents and other materials were used at the plant.

As for Spenax Corporation, the story is much more confusing. In fact, there was a long and complicated lawsuit between Jaygee and Efbe Realty Company and the owners of Spenax concerning the lease agreement. What is certain, is that my client never operated any type of plant at the site. What is also certain, is that the persons who operated the plant after it was purchased

Ms. Kelly Gage
January 20, 1994
page 2

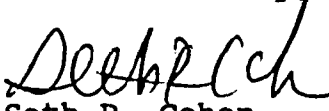
from Power Line Fastening Systems were Robert J. Coulter and David E. Greene. Greene and Coulter were the sole shareholders of Spenax Corporation. On December 30, 1988, Green and Coulter purportedly assigned all its rights in Spenax to a company called Staples, L. P. Staples was a limited partnership, in which Staples, Inc., was the nominal general partner. The nominal limited partners were Coulter and Greene

The bottom line is that Coulter and Greene were the owners and operators of the plant from the time it was sold to them until it went out of business. The last we heard, both Coulter and Greene lived in Shelby County, Indiana; however, you can find out their current whereabouts by calling their attorney Terrill D. Albright. Mr. Albright is an attorney with Baker and Daniels, 300 n. Meridian St. #2700, Indianapolis, Indiana 46204.

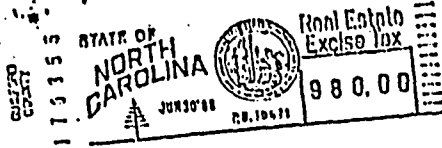
If you want to talk with someone who worked for Coulter and Greene, please contact Richard Heene at 887-0641. He can tell you about the various solvents and other materials used after Spenax took over operation of the plant.

I will contact you when I hear from ENSCI about the delineation. Please do not hesitate to call if you have any questions. Thank you for your assistance and cooperation in this matter.

Yours sincerely,


Seth R. Cohen

SRC:vlr:4055
Enclosure
cc: Dr. Seymour Filman



188472

plu
Whitney

RECORDED
KAY T. PATSEAVOUNAS
REGISTER OF DEEDS
GUILFORD COUNTY NC
JUN 30 1 44 PM '86

980-

Excise Tax Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 06/30/86
Verified by 1. 86286 188472 184.00
County on the 2. DEEDS ADDN PAGE(S) 3.00
by 1 FROSTIE FEE 1.00

Mail after recording to Thomas S. Stukes, P.O. Box 21927, Greensboro, NC 27422

This instrument was prepared by Thomas S. Stukes, Atty.

Brief description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31st day of May 1986, by and between

GRANTOR GRANTEE

Power-Line Fastening Systems, Inc.
(formerly Power Line Sales, Inc.),
a California corporation
10100 East Valley Boulevard
El Monte, California 91731

Sponax Corporation, an Indiana
corporation
860 Elston Drive
Shelbyville, Indiana 46178

1 EXCISE TAX STAMP 980.00

Enter in appropriate block for each party's name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Jamestown, ... Township, Guilford ... County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto.

DK3512PG1916

EXHIBIT A

BEGINNING at an iron pin in the eastern margin of Ragdale Road, which iron pin is located 8 feet 6 inches from the eastern edge of the pavement of said road and also located South 24 deg. 46' 59" West 652.55 feet from the southern edge of the pavement of U.S. 29A - 70A in the Town of Jamestown, North Carolina, and running thence along the margin of said road, crossing the Southern Railway right-of-way line, North 24 deg. 46' 59" East 412.55 feet to an existing iron stake 15 feet from the existing Southern Railway track; thence North 61 deg. 17' 25" East 156.65 feet to an existing iron stake; thence along the line of Union Camp Paper Corporation, and crossing the Southern Railway right-of-way line South 23 deg. 00' 05" East 568.92 feet to an iron pin; thence South 52 deg. 10' 45" W 263.46 feet to an existing iron pin; thence along the line of W. G. Ragdale North 54 deg. 03' 11" West 400.39 feet to the point and place of Beginning, containing 4.656 acres more or less, as per map designated as Property of Power-Line Sales, Inc., prepared by Davis-Martin & Associates, Inc., Engineers, dated October 17, 1975, Revised November 7, 1975, Revised January 25, 1983, Job No. S-9973.

The above property is subject to an easement and right of way for ingress, egress and regress over, across and through the above described property, which easement is described as follows: BEGINNING at an iron pin, the northeast corner of that property conveyed to Powers Wire Products, Co., Inc. (now Power Line Fastening Systems, Inc.) by deed recorded in Book 2366, at Page 665, and also being a corner of Union Camp Paper Corp., said iron pin also being South 23 deg. 00' 05" East 568.92 feet from an iron pin which is 15 feet east of the existing Southern Railway track; running thence along the line of Union Camp Paper Corp. North 23 deg. 00' 05" West 448.92 feet to a point in the south line of that easement described in Book 2134, at Page 741; running thence along the south side of that easement described in Book 2134, at Page 741 South 61 deg. 17' 25" West 40.20 feet to a point on the south side of said easement described in Book 2134, at Page 741; running thence South 23 deg. 00' 05" East 455.50 feet to a point in the east line of that tract of land conveyed to Powers Wire Products Co., Inc., (now Power Line Fastening Systems, Inc.) by deed recorded in Book 2366, at Page 665; running thence North 52 deg. 10' 45" East 41.38 feet to the point and place of BEGINNING. The same being a 40 foot easement along the north line of that property described in Book 2366, at Page 665.

BK35|2PG|9|8

C# 0211262

NAME CHANGED FROM: POWER-LINE SALES, INC. TO POWER LINE FASTENING
SYSTEMS, INC. ON 11-19-80. WHICH WAS THEN CHANGED
TO: FASTENING LIQUIDATION, INC.

ON: 6-30-86.



State of California

March Meng Fu
Secretary of State

P.O. Box 2630
Sacramento, CA 95812
Phone: (916) 443-2020

STATEMENT BY DOMESTIC STOCK CORPORATION

(THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1302, CORPORATIONS CODE))

FILED
SACRAMENTO, CALIF

OCT 1 '86

W. M. McPherson

SECRETARY OF STATE

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR BLACK INK

1. 2112620 DUE DATE 11-30-86 117755

FASTENING LIQUIDATION, INC.
10180 E. VALLEY BLVD.
EL MONTE, CA 91734

DO NOT WRITE IN THIS SPACE

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8. NAME				8A. BUSINESS OR RESIDENCE ADDRESS	8B. CITY & STATE	8C. ZIP CODE
F.B. NANCE				10180 E. VALLEY BLVD	EL MONTE CA	91731
9. NAME				9A. BUSINESS OR RESIDENCE ADDRESS	9B. CITY & STATE	9C. ZIP CODE
ROBERT J. MACDONNELL				SAME		
10. NAME				10A. BUSINESS OR RESIDENCE ADDRESS	10B. CITY & STATE	10C. ZIP CODE
JEROME KOHLBERG JR.				SAME		
11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:						
0						

12. NAME W.M. MCPHERSON

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10180 E. VALLEY BLVD EL MONTE CA 91731

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LIQUIDATION

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W.M. MCPHERSON
TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

Signature
DATE

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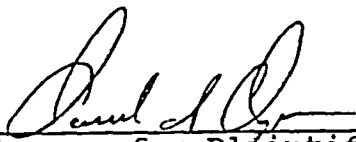
17. TYPE OR PRINT NAME OF SIGNING OFFICER (IN AGENT'S OFFICE)
KIMBER HARRIS

CERTIFICATE OF SERVICE

I, Donald G. Orzeske, attorney for plaintiffs in the above-entitled action, do hereby certify that I have served a copy of the foregoing, Motion to Substitute Amended Complaint for Original Complaint and to Join Additional Parties Defendant, on opposing counsel of record at the last known address known to me, by placing said document in an envelope with first-class postage affixed, and by depositing said envelope in the U.S. Post Office in Indianapolis, Indiana, this 13th day of January, 1993, said envelope being addressed as follows:

Mr. Terrill D. Albright
Baker and Daniels
300 N. Meridian Street, #2700
Indianapolis, IN 46204

Mr. Arthur P. Kalleres
Ice Miller Donadio and Ryan
One American Square
Box 82001
Indianapolis, Indiana 46282



Attorney for Plaintiffs
Donald G. Orzeske
Osborn Hiner & Lisher
Suite 380, One Woodfield
8330 Woodfield Crossing Blvd.
Indianapolis, IN 46240



TOWN OF JAMESTOWN

Settled in 1752

Chartered in 1816

Jamestown, North Carolina 27282

May 6, 1982

Mr. Ted Mew
N. C. Department of Natural
Resources & Community Development
P. O. Box 27687
Raleigh, North Carolina 27611

Dear Mr. Mew:

This letter is being written as agreed earlier this year concerning the cleaning up of waste that Power's Wire was discharging into our system.

As you know the Town stated that if the waste was not in compliance by May 1, 1982 the town would cut off water and sewer service to Powers Wire.

By working closely with the town, Powers Wire is cleaning up their waste by using two approaches. The first was the company sold their wire drawing process to an out of state company and is buying only pre-finished wire which solved most of their waste problems. The second approach of course was the elimination of their lagoon or settling basin.

The Town, working closely with them, has been allowing them to discharge approximately 20,000 gallons a day of neutralized liquid. Once most of the liquid has been drained off then Powers Wire will dispose of the sediments under the supervision of NRCD's Regional Office in Winston-Salem.

Also it has been agreed to by Powers Wire that after removing the sediments, they would neutralize the basins bed and fill in the basin.

The Town feels that the above conditions will help in eliminating the problems the town's waste treatment facilities have been having during past years and that the town's discharges into Deep River will be the cleanest it has been in many years.

Mr. Ted Mew
N. C. Department of Natural
Resources & Community Development

Page 2

Again I would like to thank you for all the help your office has given in helping Jamestown solve its waste problems. We are continually trying to improve our system.

We have just recently started buying jointly with the City of High Point of supplies in order to keep treatment cost down yet operate an efficient and cleaner system.

If you have any further questions please feel free to call.

Thank you,

TOWN OF JAMESTOWN



John J. Frezell
Town Manager

cc: Mayor and Town Council
Mr. Steve Mauney, Dept. of NRCD
Winston-Salem Regional Office



December 31, 1992

Mr. Jack Lewis,
Chambers, Price & Britt
619 North Hamilton Street
High Point, North Carolina 27261

RE: Proposal Number P92-560 For a Phase II Environmental Assessment of the Old LP Staples Building Located at 105 Ragsdale Road in Jamestown, North Carolina

Dear Mr. Lewis:

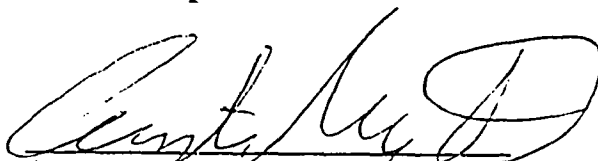
ENSCI Corporation is pleased to submit this quotation for a Phase II Environmental Assessment of the Old LP Staples Building in Jamestown, North Carolina.

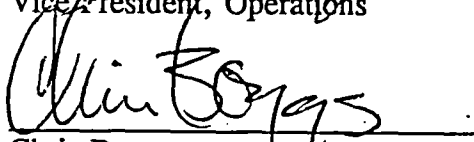
Enclosed please find our quotation, which consists of five tasks. Task I is the characterization, cleaning, and closure of the oil/water separator and sump. Task II is removing the drums. Task III includes soil sampling. Task IV involves a groundwater investigation. Task V encompasses the report preparation.

Thank you again for allowing ENSCI Corporation to submit this quotation. Should you have any further questions or require additional information, please do not hesitate to contact me at (919) 883-7505.

Sincerely,

ENSCI Corporation


Augustus M. Mergenthaler, P.E.
Vice President, Operations


Chris Boggs
Staff Geologist

1108 Old Thomasville Rd. • High Point, NC 27260 • 919-883-7505 • Fax 919-882-7958

Detailed Cost Estimate

Task I

Characterization, Cleaning & Closure of Oil/Water Separator

A) Oil/Water Separator

- 1) Due to the observed indications of past solvent use at this facility, the contents of the oil/water separator will need to be analyzed to determine if they are hazardous materials.

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Priority Pollutants	1 ea.	\$1,000.00 ea.	\$ 1,000.00
Environmental Technician	1 hr.	35.00/hr.	<u>35.00</u>
		Subtotal	\$ 1,035.00

2) Cleaning of oil/water separator and disposal of contents

- a) If Hazardous (Estimated 7,500 Gallons)

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Site Supervisor	16 hrs.	\$ 45.00/hr.	\$ 720.00
Technician	16 hrs.	35.00/hr.	560.00
Level B PPE	6 ea.	165.00/man/day	990.00
Steam Cleaner	2 days	225.00/day	450.00
Profile Fee For Disposal	1 ea.	400.00	400.00
Liquid Disposal	7,500 gals.	1.65/gal.	12,375.00
Sludge Disposal	10 drums	350.00/drum	3,500.00
Transportation - Liquid	1	Lump Sum	500.00
Transportation - Sludge	1	Lump Sum	500.00
LEL	2 days	90.00/day	180.00
Tripod	2 days	225.00/day	450.00
Service Truck	2 days	125.00/day	250.00
Drums	10 ea.	45.00 ea.	450.00
Vacuum Truck w/Operator	16 hrs.	80.00/hr.	<u>1,280.00</u>
		Subtotal	\$ 22,605.00

b) **If Non-Hazardous (Estimated 7,500 Gallons)**

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Site Supervisor	10 hrs.	45.00/hr.	\$ 450.00
Technician	10 hrs.	35.00/hr.	350.00
Steam Cleaner	1 day	225.00/day	225.00
Service Truck	1 day	125.00/day	125.00
Vacuum Truck w/Operator	10 hrs.	80.00/hr.	800.00
Tripod	1 day	225.00/day	225.00
LEL	1 day	90.00/day	90.00
PPE Level D	3 ea.	25.00 ea.	75.00
Drums	10 ea.	45.00 ea.	450.00
Transportation - Liquid	1	Lump Sum	264.00
Transportation - Solid	1	Lump Sum	264.00
Disposal - Liquid	7,500 gals.	0.40/gal.	3,000.00
Disposal - Solid	10 drums	225.00/drum	<u>2,250.00</u>
		Subtotal	\$ 8,568.00

B) **Closure of Oil/Water Separator**

1) **Excavation and Disposal (If Hazardous)**

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Trackhoe	2 days	\$ 650.00/day	\$ 1,300.00
Project Geologist	16 hrs.	55.00/hr.	880.00
Site Supervisor	16 hrs.	45.00/hr.	720.00
Technician	16 hrs.	35.00/hr.	560.00
Disposal of Separator & Contaminated Soil	50 tons *	2,000.00/ton	100,000.00
PID	2 days	90.00/day	180.00
Transportation	6 trips	500.00/trip	3,000.00
PPE Level C	6 ea.	75.00 ea.	450.00
Service Truck	2 days	125.00/day	<u>250.00</u>
		Subtotal	\$107,340.00

* **Estimated Weight and Assumes Worse Case Hazardous Waste**

B) Disposal

1) Drummed Hazardous Waste for Disposal (If Hazardous)

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Site Supervisor	16 hrs.	\$ 45.00/hr.	\$ 720.00
Technician	16 hrs.	35.00/hr.	560.00
Backhoe	2 days	450.00/day	900.00
Pump	2 days	75.00/day	150.00
Service Truck	2 days	125.00/day	250.00
PPE Level C	4 days	75.00/day	300.00
Drums	30 ea.	45.00 ea.	1,350.00
DOT Labels	60 ea.	1.00 ea.	60.00
EPA Labels	30 ea.	2.00 ea.	60.00
Transportation	1	Lump Sum	650.00
Hazardous Material Disposal	30 drums	350.00/drum	10,500.00
Debris Disposal	5 tons	85.00/ton	<u>425.00</u>
Subtotal			\$ 15,925.00

2) Bulk Debris and Solids for Disposal (If Non-Hazardous)

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Site Supervisor	8 hrs.	\$ 45.00/hr.	\$ 360.00
Technician	8 hrs.	35.00/hr.	280.00
Dump Truck	1 day	350.00/day	350.00
Backhoe	1 day	450.00/day	450.00
Pump	1 day	75.00/day	75.00
Service Truck	1 day	125.00/day	125.00
Transportation	1	Lump Sum	150.00
Disposal	15 tons	85.00/ton	<u>1,275.00</u>
Subtotal			\$ 3,065.00

Task II Subtotal if Hazardous \$ 17,995.00

Task II Subtotal if Non-Hazardous \$ 5,135.00

2) Closure by Filling with Cement (If Non-Hazardous)

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Site Supervisor	8 hrs.	\$ 45.00/hr.	\$ 360.00
Concrete	36 yd ³	65.00/yd ³	2,340.00
Service Truck	1 day	125.00/day	<u>125.00</u>
		Subtotal	\$ 2,825.00

C) Disposal of contents, cleaning and closure of coolant sump

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Site Supervisor	8 hrs.	\$ 45.00/hr.	\$ 360.00
Technician	8 hrs.	35.00/hr.	280.00
Vacuum Truck	8 hrs.	80.00/hr.	640.00
Steam Cleaner	1 day	225.00/day	225.00
Concrete	7 yd ³	65.00/yd ³	455.00
Disposal of Contents	1,500 gals.	0.40/gal.	<u>600.00</u>
		Subtotal	\$ 2,560.00

Task I Subtotal If Hazardous \$133,540.00

Task I Subtotal If Non-Hazardous \$ 14,988.00

Task II

Removal of Drums

A) Sample Drums to Determine if They Contain Hazardous Material

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Technician	2 hrs.	\$ 35.00/hr.	\$ 70.00
Analytical (Solid)			
Priority Pollutants	1 ea.	1,000.00 ea.	1,000.00
Analytical (Liquid)			
Priority Pollutants *	1 ea.	1,000.00 ea.	<u>1,000.00</u>
		Subtotal	\$ 2,070.00

* NOTE: TCLP if necessary

Task III

Soil Sampling

A) Former Settling Pond

NOT ON PROPERTY

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Drill Rig Mobilization	1	Lump Sum	\$ 100.00
Six Soil Borings to a Depth of 20' with Split Spoon Sampling	120 feet	12.00/ft.	1,440.00
PID	2 days	100.00/day	200.00
Project Geologist	16 hrs.	55.00/hr.	880.00
Steam Cleaner	2 days	225.00/day	450.00
EPA Method 8240 + Acetone	6 ea.	325.00 ea.	1,950.00
EPA Method 8270	6 ea.	650.00 ea.	3,900.00
TCLP Metals	6 ea.	300.00 ea.	<u>1,800.00</u>
		Subtotal	\$ 10,720.00

B) Drum Storage Areas

5 soil samples from a depth of 3 feet from equal intervals along the edge of the asphalt on the southeast side of the property

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 8240	5 ea.	\$ 325.00 ea.	\$ 1,625.00
EPA Method 8270	5 ea.	650.00 ea.	<u>3,250.00</u>
		Subtotal	\$ 4,875.00

2 soil samples from a depth of 3 feet in the solvent storage shed

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 8240	2 ea.	\$ 325.00 ea.	\$ 650.00
EPA Method 8270	2 ea.	650.00 ea.	<u>1,300.00</u>
		Subtotal	\$ 1,950.00

1 soil sample from each of the following areas: along the southeast side of the building in the area used for drum storage, adjacent to the signs that read "Used Acetone" and "Used Naphtha", and in the southeast corner of the parking lot in the former drum storage area

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 8240	3 ea.	\$ 325.00 ea.	\$ 975.00
EPA Method 8270	3 ea.	650.00 ea.	<u>1,950.00</u>
		Subtotal	\$ 2,925.00

C) **Compressor Area**

2 soil samples from a depth of 3 feet adjacent to the compressor pad

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
EPA Method 3550	2 ea.	\$ 120.00 ea.	\$ 240.00
EPA Method 9071	2 ea.	90.00 ea.	<u>180.00</u>
		Subtotal	\$ 420.00

Labor and Equipment

Environmental Technician	16 hrs.	35.00/hr.	560.00
Project Geologist	16 hrs.	55.00/hr.	880.00
Jackhammer & Compressor	1 day	175.00/day	<u>175.00</u>
		Subtotal	\$ 1,615.00

Task III Subtotal \$ 22,505.00

Task IV

Groundwater Investigation

- A) If analytical results for soil indicates the potential for groundwater contamination in the former settling pond area, monitoring wells should be installed in this area

RP IS OWNER OF POND

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Drill Rig Mobilization	1	Lump Sum	\$ 100.00
Installation of Four 2" Type II Monitoring Wells to a Depth of 30 Feet	120 feet	40.00/ft.	4,800.00
Project Geologist	16 hrs.	55.00/hr.	880.00
Steam Cleaner	2 days	225.00/day	450.00
EPA Method 8240 (Soil)	4 ea.	325.00 ea.	1,300.00
EPA Method 8270 (Soil)	4 ea.	650.00 ea.	2,600.00
TCLP Metals	4 ea.	300.00 ea.	1,200.00
EPA Method 624 (Target Compound List)	4 ea.	350.00 ea.	1,400.00
EPA Method 625	4 ea.	600.00 ea.	<u>2,400.00</u>
Task IV Subtotal			\$ 15,130.00

Task V

Report Preparation

<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
Senior Review	2 hrs.	\$ 85.00/hr.	\$ 170.00
Project Geologist	40 hrs.	55.00/hr.	2,200.00
Drafting	10 hrs.	45.00/hr.	450.00
Clerical	3 hrs.	25.00/hr.	<u>75.00</u>
Task V Subtotal			\$ 2,895.00

COST SUMMARY

<u>Description</u>	<u>Cost</u>
Task I (Hazardous)	\$133,540.00
Task I (Non-Hazardous)	\$ 14,988.00
Task II (Hazardous)	\$ 17,995.00
Task II (Non-Hazardous)	\$ 5,135.00
Task III	\$ 22,505.00
Task IV	\$ 15,130.00
Task V	<u>\$ 2,895.00</u>
 Total Estimated Cost If Oil/Water Separator is Hazardous	 <u>\$192,065.00</u>
 Total Estimated Cost if Oil/Water Separator is Non-Hazardous	 <u>\$ 60,653.00</u>