

322404

MOUNT VERNON MILLS, INC.

**Certified Mail
Return Receipt Requested**

February 18, 1992

**Mr. Glen S. Lapsley (3HW33)
Removal Enforcement Section
U. S. Environmental Protection Agency
841 Chestnut Building
Philadelphia, PA 19107**

**Re: February 3, 1992 Request for Information
Mount Vernon Mills Site
Fries, Grayson County, Virginia**

Dear Mr. Lapsley:

This letter and its attachments are in response to your February 3 letters to Mr. Robert B. Pamplin, Chairman, R. B. Pamplin Corporation and Mr. Joseph L. Jennings, Jr., President, Mount Vernon Mills, Inc., on the above-referenced site. Both letters were received on February 7, 1992.

Your letter is not specific as to the location of the "Mount Vernon Mills Site". We presume it is the former textile manufacturing facility in Fries. If this is not correct, please let us know.

At the outset, several important points must be made:

1. Mount Vernon Mills, Inc. ("Mount Vernon") is a wholly-owned (100%) subsidiary of R. B. Pamplin Corporation ("Pamplin"). The response contained in this letter and its attachments apply to Mount Vernon, Pamplin, and two other companies, Fries Textile Company ("Fries Textile") and Riegel Textile Corporation ("Riegel Textile"). Fries Textile was a wholly-owned (100%) subsidiary of Riegel Textile. Riegel Textile was acquired by Mount Vernon on September 30, 1985.

2. The response contained in this letter and its attachments cover the period of time from December 31, 1976, when Fries Textile acquired the textile mill in Fries, Virginia from Washington Weaving Company, to December 22, 1988, when Mount Vernon transferred this textile mill to the Town of Fries, Virginia. This time period will be referred to in this letter as "our period of ownership".

3. We are not aware of any release, or a threat of a release, of CERCLA hazardous substances at the textile mill in Fries during our

period of ownership. Nor are we aware that any RCRA hazardous wastes were treated or disposed of at the textile mill in Fries during our period of ownership. Indeed, unless some deliberate action to the contrary has been taken by other parties since the transfer of the textile mill to the Town of Fries, we would not expect any release or threat of release to currently be present.

4. We have not included any documentation regarding operations at the local water filtration plant, which was run by Fries Textile and Riegel Textile until 1988. The water filtration plant is physically separate from the textile mill, and the water filtration plant was separately transferred to the Town of Fries. If information is being sought on the water filtration plant, please advise, and the necessary documents will be provided.

With these general comments in mind, we will now address your numbered requests:

#1. During our period of ownership (and, to the best of our knowledge, at all times since its original construction in the early 1900s), the textile mill in Fries has operated as a spinning and weaving facility. No printing, dyeing, or finishing was conducted at the mill during our period of ownership. Typical types of chemicals used were: polyvinyl alcohol and corn starch for the "slashing" operation, boiler water treatment chemicals, small amounts of chemicals used in quality testing of fabrics, and lubricating oils and greases for machinery parts. Small amounts of solvents were used for awhile in cleaning machinery parts. The only hazardous waste materials that were generated at the mill during our period of ownership were (1) mixture of solvents and lubricants from machinery parts cleaning, and (2) PCB contaminated transformer oil. Copies of documents on their disposal are enclosed.

#2. A conscious effort was made by Mount Vernon not to leave any hazardous materials at the mill at the time of transfer to the Town of Fries. For example, a possibly PCB-contaminated transformer was discovered just weeks before the transfer to the Town. Testing determined that PCBs were not present in that transformer (copy of results enclosed). One transformer and several capacitors suspected to contain PCBs did remain at the mill after transfer to the Town, but all were in service. Indeed, the transformer is part of the main power grid for the mill. None of this electrical equipment leaked or otherwise was in danger of failing during our period of ownership. At the specific request of the Town of Fries (see enclosed correspondence) certain equipment was left at the mill for the Town's use, including the machine shop equipment, the carpentry shop equipment, and the sheet metal shop equipment. Necessary to the operation of that equipment are various oils, greases, and other lubricants, so some of this material

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was left for use by the Town. We do not know whether additional amounts have been brought to the mill since the transfer to the Town.

#3, #4 and #5. As discussed previously, we do have (and have submitted copies of) documents relating to disposal of certain hazardous wastes generated at the mill during our period of ownership. We are not aware of any CERCLA hazardous substances or RCRA hazardous waste being transported to the mill, being treated at the mill, being stored at the mill (except in connection with the disposal discussed above), or being disposed of at the mill during our period of ownership.

#6. As discussed previously, the mill was operated as a textile spinning and weaving facility during our period of ownership and, to the best of our knowledge, at all times since its construction in the early 1900s. We have no knowledge about whether hazardous materials were ever transported to the mill, or stored, treated, generated or disposed of at the mill, prior to our period of ownership. Given the general nature of textile spinning and weaving operations, we would not expect any such activity to have occurred.

#7. Fries Textile purchased the mill from Washington Weaving Company on December 31, 1976. In August 1986, the mill was transferred from Fries Textile to Riegel Textile, which by that time was a wholly-owned subsidiary of Mount Vernon. On June 1, 1987 Riegel Textile was formally merged into Mount Vernon, thereby transferring full title in the mill to Mount Vernon. Mount Vernon transferred the mill to the Town of Fries on December 22, 1988. See #10 below.

#8. We operated two above-ground storage tanks at the mill for storage of "size" (mixture of polyvinyl alcohol and starch). The "size" material is considered non-hazardous. We have not been able to locate information on tank dimensions, but the tanks are located on the west side of the mill (facing toward Highway 94). No regulated underground storage tanks were present at the mill during our period of ownership. Fuel oil was stored for consumption in the mill's boilers, but we do not currently have any information on storage tanks used for this fuel oil.

#9. Mount Vernon is a wholly-owned subsidiary of Pamplin.

#10. Copies of documents evidencing the transactions discussed in #8 above are enclosed.

It is our understanding that your request for information relates to allegations made in an "environmental study" of the mill following its transfer to the Town of Fries. We have never received a copy of this "study", despite numerous requests to the Town of Fries, Congressman Boucher and others. A copy of our correspondence on this

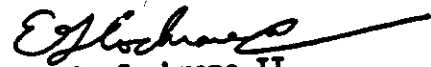
AR100152

point is enclosed. Our only information about the "study" comes from newspaper accounts, so we do not have much detail, but we do question some of the conclusions reported in the media. If EPA is inclined to use the study in its evaluation, we would urge you to allow us to visit the mill with you, so we can judge whether the conclusions are in fact accurate and that they do in fact relate to our period of ownership. Thank you for your cooperation on this.

Given the haste in which we were required to assemble the enclosed information, we may have missed some documents. Please permit us to supplement our response should we uncover more information. Also, if you need additional details on any of the subjects discussed, please let me know.

Please be assured that Mount Vernon will live up to all its obligations under CERCLA and RCRA. As stated in several of the letters that you will find in our submittal, we are not aware of any violation of CERCLA or RCRA on our part.

Sincerely,


E. G. Cochrane II
Secretary

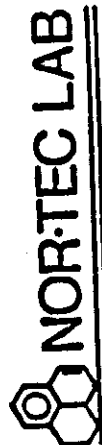
EGCII/gt
Enclosures

cc: Mr. R. B. Pamplin
Mr. J. L. Jennings, Jr.

AR100153

DEC 21 1988

TRANS-ELECTRIC
Roanoke VA. 24013
ATT: Rick Moser



ANALYTICAL REPORT

DATE December 13, 1988

QTY.	SAMPLE DATE	LND ID.	EQUIPMENT DESCRIPTION	EQUIP. SIN	PCB AMT. mg/kg (PPM)	TOTAL
1	12/12/88	88121691	Transformer Electric 75KVA TRF. W.E.CO.	40297-1	less than (1) NO TRACE	<1
PER James Huma 703-744-2121 EXT 239 <i>reck - app - Huma</i>						

AR100154



P.O. Box 8513
Little Rock, Arkansas 72205
(501) 223-4100

INVOICE

SOLD TO:
FRIES TEXTILES
MT. VERNON MILLS
P.O. BOX 445
FRIES, VA 24330

ATTN: MARTHA FEARMAN

INVOICE NO 91100086
INVOICE DATE 12/09/87
PROPOSAL # T4986
TERMS NET 30

SPECIAL INSTRUCTIONS		CUSTOMER PO #		EES JOB #	
REF. ENCLOSED MANIFEST		N/A		313005	
DESCRIPTION	QUAN	UNIT	MEAS	UNIT PRICE	TOTAL PRICE
REMOVAL, TRANSPORTATION AND DISPOSAL OF 1 TRANSFORMER					12,340.00
1. THIS INVOICE REPLACES INV. #2668					

Please remit to above address

TOTAL INVOICE \$ 12,340.00

ORIGINAL
ART00155



a subsidiary of environmental systems company

P.O. BOX 8513 333 EXECUTIVE COURT LITTLE ROCK, AR 72205 (501) 223-4100

CERTIFICATION

No. 30142

CERTIFICATION OF COMPLIANCE AND DISPOSAL

KENNETH VAUGHT
FRIES TEXTILE COMPANY
P. O. BOX 445
FRIES

VA 24330

ENSCO CERTIFIES THAT AS OF THE 29TH OF OCTOBER
1986, ALL MATERIAL RECEIVED FROM FRIES TEXTILE COMPANY
DESCRIBED ON ENSCO INVOICE NUMBER 2668, DATED 10/16/86,
ENSCO RECEIVING REPORT NUMBER (DELIVERY TICKET NUMBER) 15-2822
AND MANIFEST NUMBER IN 2884, WAS DISPOSED OF IN COMPLIANCE
WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.

ENSCO INCORPORATED

BY _____
NAME JOHN T. CORCIA
TITLE VICE PRESIDENT / SALES & MARKETING
DATE 11/12/87

AR100156



November 18, 1987

Kenneth Vaught
Fries Textile Company
P. O. Box 445
Fries, VA 24330

NOTICE

Enclosed is a Compliance Certificate, signed by an ENSCO Corporate Officer, certifying proper disposal of your waste material.

Thank you for your confidence in ENSCO. We appreciate the opportunity to provide hazardous waste management services to your company.

When you need us, call your ENSCO representative or Kim Hendricks, Manager/Sales Administration.

jw



1015 LOUISIANA

LITTLE ROCK, AR 72202

(501) 375-8444

CERTIFICATION

No. TDC 3039

CERTIFICATION OF TRANSFORMER DECOMMISSIONING

TO THE
ATTENTION OF
THE
FEDERAL
BUREAU OF
INVESTIGATION
WASHINGTON, D.C.

DATE

THIS CERTIFICATE IS ONE OF THE _____ OF _____ NOVEMBER _____ 1986,

THE TRANSFORMER RECEIVED FROM _____ SERIES TEXTILE COMPANY

RECEIVED BY ENSCO INC. NUMBER _____ DATED 10/16/86

ENS I. LITTLE ROCK, AR. NUMBER (DELIVERY TICKET NUMBER) 15-2984

THE TRANSFORMER HAS BEEN PROCESSED IN

ACCORDANCE WITH THE REGULATIONS AS STATED IN THE FEDERAL

REGULATIONS, 40 CFR, PART 15, SUBPART B, MAY 11, 1979, PAGE 31546-47.

ENSCO INCORPORATED

BY

NAME

FREDRIC M. SCHWARTZ

TITLE

VIC. PRESIDENT, SALES & MARKETING

DATE

10/16/86

AR100158



November 20, 1986

Kenneth Vaught
Fries Textile Company
P.O. Box 445
Fries, VA 24330

NOTICE

Enclosed is a Compliance Certificate, signed by an ENSCO Corporate Officer, certifying proper disposal of your waste material.

Thank you for your confidence in ENSCO. We appreciate the opportunity to provide hazardous waste management services to your company.

When you need us, call your ENSCO representative or Terry Muse, Supervisor/Sales Administration.

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.

Manifest
Date: 11/01/86

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address

Fries Textiles
P.O. Box 443
Fries, Virginia
Generator's Phone (703) 744-2121

A. State Manifest Document Number

B. State Generator's ID

5. Transporter 1 Company Name

Ensco Environmental Services

6. US EPA ID Number

TAJD980729305

C. State Transporter's ID

D. Transporter's Phone

7. Transporter 2 Company Name

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Phone

9. Designated Facility Name and Site Address

Ensco-American Industrial Waste
P.O. Box 2
White Bluff, Tennessee 37187

10. US EPA ID Number

TAJD980729305

G. State Facility's ID

H. Facility's Phone

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)

WM:

a. Waste Polychlorinated Biphenyls UN2315 ORME

X Transformer Carcass

b. Waste Polychlorinated Biphenyls UN2315 ORME

X waste oil

c. Waste Polychlorinated Biphenyls UN2315 ORME

X Debris

12. Containers

No.

Type

13. Total Quantity

14. Unit Wt/Vol

15. Waste No.

1.

CY

9.0.50

lb.

PCB ORME

7.

DR

4.4.50

lb

PCB ORME

1.

DR

1.0.0

lb.

PCB ORME

1. Additional Descriptions for Materials Listed Above

E. Handling Codes for Wastes Listed Above

15. Special Handling Instructions and Additional Information

Avoid Skin Contact. Dike and contain in case of spill.

Alternate TSDF: Return To Generator

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations.

Unless I am a small quantity generator who has been exempted by statute or regulation from the duty to make a waste minimization certification under Section 3002(b) of RCRA, I also certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and I have selected the method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment.

Printed/Typed Name

Kenneth H. Vaughn

Signature

Kenneth Vaughn

Month Day Year

11/01/86

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

Kenny Gibbs

Signature

Kenny Gibbs

Month Day Year

11/03/86

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name

Gene H. Curtis

Signature

Gene H. Curtis

Month Day Year

11/01/87

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.		Manifest Document No.	2. Page 1 of 1 Information in the shaded areas is not required by Federal law.			
3. Generator's Name and Mailing Address Fries Textiles P.O. Box 213 Fries, Virginia Generator's Phone: 703-744-2121			A. State Manifest Document Number			
			B. State Generator's ID			
3. Transporter 1 Company Name Enesco Environmental Services		4. US EPA ID Number HTND9.8.0.729.305	C. State Transporter's ID			
7. Transporter 2 Company Name		8. US EPA ID Number	D. Transporter's Phone			
9. Designated Facility Name and Site Address Enesco-American Industrial Waste P.O. Box K White Bluff, Tennessee 37187		10. US EPA ID Number HTND9.8.0.729.305	E. State Transporter's ID			
			F. Transporter's Phone			
			G. State Facility's ID			
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers	13. Total Quantity	14. Unit Wh/Vol		
		No.	Type	Waste No.		
		a. ☒ Waste Polychlorinated Biphenyls UN2315 ORME	1.	CY	9.0.50 lb.	PCB ORME
		b. ☒ Waste Polychlorinated Biphenyls UN2315 ORME	7.	DR	4.4.50 lb.	PCB ORME
		c. ☒ Waste Oil	1.	DR	1.0.0 lb.	PCB ORME
d. ☒ Debris		1.	DR	1.0.0 lb.	PCB ORME	
Additional Descriptions for Materials Listed Above		K. Handling Codes for Wastes Listed Above				
15. Special Handling Instructions and Additional Information Avoid Skin Contact. Dike and contain in case of spill.						
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this assignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations. Unless I am a small quantity generator who has been exempted by statute or regulation from the duty to make a waste minimization certification under Section 3002(b) of RCRA, I also certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and I have selected the method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment.						
Printed/Typed Name		Signature		Month Day Year		
17. Transporter 1 Acknowledgement of Receipt of Materials		Signature		Month Day Year		
18. Transporter 2 Acknowledgement of Receipt of Materials		Signature		Month Day Year		
19. Discrepancy Indication Space						
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.						
Printed/Typed Name		Signature		Month Day Year		



RIEGEL

APPAREL FABRICS DIVISION

FRIES TEXTILE COMPANY • P.O. BOX 445 • FRIES, VIRGINIA 24330 • (703) 744-2121

September 24, 1986

Ms. Denise Hunecker
Customer Sales Representative
ENSCO
1015 Louisiana Street
Little Rock, AR 72202

Dear Denise:

Please find the executed quotation and agreement concerning
the PCB removal attached.

Sincerely,

W.M. Barker
W. M. Barker,
Plant Manager

WMB:ew

Enclosure

cc: Mr. E. G. Cochrane, II - WMI

~~RECEIVED~~

September 2, 1986

Quotation No. 86-5903

Page 1

Mr. Kenneth Vaught
Fries Textiles
Post Office Box 445
Fries, VA 24330

PCB TRANSFORMER QUOTATION

In response to Fries Textiles' Request for Quotation, ENSCO submits the following quotation. The quotation relates to the transformer described by Kenneth Vaught in the oral communication received by ENSCO.

A. PCB TRANSFORMER SERVICES - Scope of Work

The one transformer associated with this scope of work is described below and is located at Fries, VA. The transformer is owned by Fries Textiles.

The transformer shall be loaded onto ENSCO's vehicle equipped with leak-proof tubs by Fries Textiles equipment and personnel.

The transformer shall be delivered to ENSCO's Decommissioning Facility, American Industrial Waste, Industrial Drive, White Bluff, Tennessee 37187, EPA ID# TND980729305. The transformer shall be drained and flushed in accordance with 40 CFR 761 and all other state and local regulations.

PCB liquids generated from the decommissioning operation shall be transported to ENSCO's Incineration/Treatment Facility in El Dorado, Arkansas, for destruction in accordance with 40 CFR 761 and all other state and local regulations.

The transformer carcass shall be transported to an EPA-approved PCB hazardous waste landfill.

ENSCO shall, upon completion of work, supply a certification of decommissioning to Fries Textiles.

B. STATEMENT OF FEES

1. The fee to accomplish the scope of work in Item A above is \$7,825.
2. The fee stated in Item 1 above shall be valid for thirty (30) days from the date of this quotation.

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AGREEMENT
PCB WASTE TREATMENT AND DISPOSAL

THIS AGREEMENT, made and entered into by and between Royal
Textile Corporation (Prior Textile subsidiary), an Delaware Corporation,
hereinafter referred to as "Client," and ENSCO, Inc., 1015 South Louisiana,
Little Rock, Arkansas 72202, an Arkansas Corporation, hereinafter referred to as
"ENSCO."

WITNESSETH:

WHEREAS, Client generates or has accumulated certain Polychlorinated Biphenyls (PCB's) waste materials and residues, hereinafter referred to as "PCB's," from its operations and wishes to treat such PCB's and dispose of the residues.

WHEREAS, ENSCO is in the PCB waste treatment and disposal business and possesses expertise in the handling and treating and disposing of PCB's and is willing to accept certain of Client's PCB's for treatment and disposal;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Removal, Processing, Treatment and/or Disposal of PCB Wastes

1.1 ENSCO shall treat and dispose of such quantities of PCB's from Client as it may request ENSCO to treat and dispose. A description of the PCB's and quantities to be treated and disposed of by ENSCO is set forth in Schedule A attached hereto and made a part hereof. All shipments of PCB materials must be accompanied by proper D.O.T., T.S.C.A. and R.C.R.A. shipping papers and labels provided by Client.

1.2 Each party grants the other, its agents and employees, during the term of this Agreement, reasonable access to the other's premises for purposes of fulfilling obligations under this Agreement. Each party agrees to comply with reasonable safety standards adopted by the other while on the other's premises. Client further agrees to protect and hold confidential technologies observed while on ENSCO plant. ENSCO agrees to protect and hold confidential all data on PCB's from Client.

1.3 Except as provided in Section 1.5 herein, title of the PCB's pass from Client to ENSCO as follows:

(a) If ENSCO furnishes transportation, at the time that a loaded vehicle leaves Client's premises;

(b) If transportation is provided by Client, title of the PCB's shall pass from Client to ENSCO at such time as the PCB's have been received and accepted at ENSCO's facility.

1.4 Except as provided in Section 1.5 herein, upon title passing from Client to ENSCO, ENSCO shall thereafter be wholly responsible for any bodily injury or damage to the property of any person which may be caused by the PCB's.

Revised 05/13/86

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1.5 Client warrants that all PCB's which may be delivered to ENSCO pursuant to this Agreement shall conform to the description of PCB's stated in the attached Schedule A. ENSCO shall have a reasonable time after delivery of PCB's to it, to determine whether the PCB's conform to the description contained in the Schedule A. If ENSCO shall determine that the PCB's do not conform to the description in the Schedule A, ENSCO shall immediately notify Client thereof. ENSCO shall then have the option, at its sole discretion, to be exercised within ten (10) working days after it discovers the PCB's do not conform to the description stated in the Schedule A, to notify Client it is rejecting the PCB's. ENSCO shall then have the right to prepare the PCB's for lawful transportation and return them to Client within a reasonable time, not to exceed seven working days, after notice of rejection has been communicated to Client, unless within such time the parties agree to some alternative, lawful manner of materials' disposition. Client shall pay ENSCO's reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for rejected PCB's returned to Client as provided herein.

1.6 Unless specific quantities of PCB's are designated in the Schedule A hereto, the quantities therein stated are estimates and neither party shall be bound thereby.

1.7 If any permit or approval held by ENSCO and necessary for its performances of services hereunder is cancelled or modified, or threatened with cancellation or modification, in a manner which would affect ENSCO's ability to perform services hereunder, ENSCO shall promptly notify Client.

1.8 If Client submits to ENSCO a modification to the Schedule A, to add descriptions of additional PCB's, ENSCO shall signify its concurrence with such modification by signing a copy thereof and returning it to Client, whereupon ENSCO will then begin taking such PCB's from Client under the provisions of this Agreement.

2.0 Fee

2.1 The processing, treatment and disposal charges which Client shall pay shall be those as set forth in Schedule A of this Agreement.

3.0 Payment

3.1 An invoice shall be prepared by ENSCO for each load of PCB's picked up at Client's plant. Said invoice shall be paid by Client within thirty (30) days from date of invoice, net terms. In the event ENSCO provides transportation for the PCB's, ENSCO shall also invoice Client for and Client further agrees to pay transportation, cleaning and related charges to ENSCO's places of treatment and disposal at rates set forth in Schedule A.

3.2. If disposal fees to be paid by client are based on pounds, ENSCO shall weigh each individual container upon receipt at the ENSCO receiving facility, and the weight of each container will be recorded on the ENSCO Receiving Report. The weight on the ENSCO Receiving Report shall be the weight used for invoicing purposes.

Each Shipment of PCB bulk liquid wastes shall be weighed upon receipt at the ENSCO site. After the bulk liquid is off-loaded, the vehicle will again be weighed, and the difference between the gross weight (loaded tanker and tractor) and the tare weight (empty tanker and tractor) shall be the net weight of the PCB liquids to be used for invoice purposes.

3.3 Invoices that are not paid as provided in 3.1 above will bear interest at the rate of twelve percent (12%) per annum from the due date until paid. An invoice for the interest amount will be mailed to Client each 30 days after due date and shall be due and payable net ten (10) days.

4.0 Term

4.1 This Agreement shall commence on the date written herein and shall continue in full force and effect for a period of one (1) year and from year to year thereafter until terminated by either party, providing the other party with at least thirty (30) days prior written notice.

5.0 Methods of Treatment and Disposal

5.1 ENSCO shall treat and dispose of the PCB's as required by authorizations and permits issued by the Arkansas Department of Pollution Control and Ecology and the U.S. Environmental Protection Agency.

5.2 ENSCO shall provide Client with a compliance certificate verifying that all PCB's received by it has been properly treated and disposed.

6.0 Compliance with Laws and Regulations

6.1 ENSCO shall comply with all of the existing requirements of federal, state and local laws, rules, regulations, and/or ordinances applicable to the services to be performed; and ENSCO warrants that it has and will use its best efforts to maintain all permits or other documents which are required for processing, treatment, disposal or transporting of the PCB's which is or may become the subject of this Agreement. If any change occurs with respect to any such laws, rules, regulations, ordinances, permits, and/or approvals which interfere with any right or obligation contained in this Agreement, ENSCO shall promptly notify Client. ENSCO has furnished to Client copies of all permits or other documents currently in effect relating to the PCB's to be transported, treated, stored or disposed of hereunder. ENSCO shall promptly furnish to Client copies of all new or renewal permits or other documents applicable to this Agreement as soon as ENSCO receives same.

7.0 Indemnification

7.1 ENSCO agrees to indemnify, save harmless and defend Client from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or

in part, by (i) ENSCO's breach of any term or provision of this Agreement; or, (ii) any negligent or willful act or omission of ENSCO, its employees or subcontractors in the performance of this Agreement.

7.2 Client agrees to indemnify, save harmless and defend ENSCO from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Client's breach of any terms or provision of this Agreement; or, (ii) any negligent or willful act or omission of Client, its employees or subcontractors in the performance of this Agreement; or, (iii) the delivery to ENSCO from Client of PCB's which do not conform to the description thereof in Schedule A hereto.

8.0 Independent Contractor

8.1 At all times during the term of this Agreement, ENSCO shall be considered an independent contractor.

9.0 Transportation

9.1 Unless otherwise agreed in any particular case, ENSCO shall be responsible for providing suitable transportation to remove the waste.

9.2 Where ENSCO provides the transportation from Client's facilities, Client shall load the PCB's onto vehicles provided by ENSCO. In the event PCB's are spilled on the ENSCO equipment during loading operations, Client shall thoroughly clean the equipment at Client's plant to prevent contamination of ENSCO equipment and the introduction of PCB's to the environment.

9.3 Whichever party provides transportation, said party will comply with the hazardous material regulations of the Department of Transportation as specified in CFR Title 49. The transporting party warrants that it has all permits and licenses for transporting the PCB's required by state and federal regulations. The transporting party shall carry and require all carriers it engages to carry insurance equivalent to that specified in Section 11.2 of this Agreement and shall provide the other party with copies of all insurance certificates. Drivers of transportation vehicles shall comply with the other party's safety procedures shown on Plant Rules and Regulations when within said party's plant.

9.4 If either Party furnishes packages or containers for the PCB's, it shall be responsible for such packages or containers as to their compliance with all rules, regulations, laws and/or ordinances which may be applicable to the safety, packaging, or transportation of such containers, including U.S. Department of Transportation regulations.

9.5 Client will provide satisfactory roadways or approaches to the point of loading.

10.0 Defaults

10.1 Except as provided in Section 10.2 herein, if, during the term of the Agreement, either party shall become delinquent in settling its account or shall be in default of any provisions of the Agreement, the other party may suspend its performance hereunder until such delinquency or default has been corrected, provided, however, that no suspension shall be effective unless and until the complaining party has given written notice of default to the other party with at least ten (10) days to cure such default.

10.2 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, and cause or causes beyond the reasonable control of the party affected provided that a prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes.

11.0 Insurance

11.1 Every contract of insurance providing the coverages required herein shall contain the following or equivalent clause: "No cancellation or expiration of the policy shall become effective until ten (10) days from the date written notice thereof is actually received by Client."

11.2 ENSCO shall take out and maintain for the life of this Agreement (at its own expense unless otherwise specifically set forth) at least the following insurance including public liability insurance, with no more than a \$50,000 deductible per occurrence:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM POLICY LIMITS</u>
Worker's Compensation and Employers Liability	Statutory
Broad Form All States	\$100,000 Each
Voluntary Compensation	Accident
Business Auto Policy Liability: Owned Autos, Hired Autos, Non-Owned Autos	\$1,000,000 Each
	Accident and .
	Annual Aggregate
Comprehensive General Liability includes:	\$3,000,000 Each
Contractual Liability, Products/Completed Operations, Independent Contractors	Occurrence and
	\$6,000,000
	Annual Aggregate
Environmental Impairment Liability	\$3,000,000 Each
	Occurrence and
	\$6,000,000
	Annual Aggregate

12.0 Assignment

12.1 Neither party shall assign this Agreement, and any attempt to so assign shall be void without prior written consent of both parties, except that this Agreement may be assigned to transferees of substantially all assets of either party.

13.0 Nonexclusivity

13.1 Unless otherwise specified in the Schedule A made a part hereof, this Agreement is not to be construed as granting ENSCO the exclusive right to haul and/or treat and dispose of Client's PCB's, and Client reserves the right to contract with other parties for such services as it deems necessary.

14.0 Notice

14.1 Any notice required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage prepaid, to ENSCO at the following address: ENSCO, Inc., 1015 South Louisiana, Little Rock, Arkansas 72202; to Client at the following address:

_____, or to such other address for either party as that party may, by notice, designate.

15.0 Headings

15.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

16.0 Entire Agreement

16.1 This Agreement constitutes the entire Agreement between ENSCO and Client in respect to the services and equipment specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on ENSCO or Client unless it shall be in writing and signed by both parties.

16.2 In no event shall the preprinted terms or conditions found on any Client purchase or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of ENSCO. Such preprinted terms or conditions shall be considered null and of no effect.

IN WITNESS WHEREOF, ENSCO and Client have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

ACCEPTED:

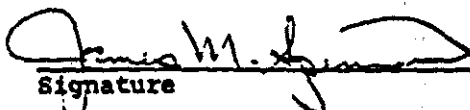
ENSCO

Signature

Print or Type Name

Title

Date



Signature

James M. Spinner

Print or Type Name

Controller

Title

9/16/86

Date



RIEGEL
APPAREL FABRICS DIVISION

FRIES TEXTILE COMPANY • P.O. BOX 445 • FRIES, VIRGINIA 24330 • (703) 744-2121

*Need to call
EPA*

*Region III (for VA) -
Philly 215-597-9800*

July 30, 1986

TO: Mr. Ned Cochrane - Mount Vernon

FROM: Kenneth H. Vaught

**Please send the PCB signs to mark our PCB transformers.
Thanks for your help.**

KHV:ew

AR100170

04/19/85 RIEGEL ELECTRONIC MAIL SERVICE
15:50:22
TO MR. WALLY KNECHT AT FR.SEO.SEO.SEO
FROM RICK DAVENPORT AT SEO

SUBJECT 1500 KVA CHILLER TRANSFORMER

NUMBER OF COPIES 01

I UNDERSTAND THAT IT HAS NEVER BEEN CONFIRMED THAT THE 1500 KVA CHILLER TRANSFORMER LOCATED OUTSIDE IS FILLED WITH PCB. FOR THIS REASON, PLEASE TAKE A SAMPLE OF THE TRANSFORMER COOLANT AND SEND IT TO ROD KUTZ. HE WILL HAVE IT ANALYZED TO CONFIRM THE ACTUAL CONTENT. ROD WILL BE SENDING YOU THE NECESSARY SAMPLE CONTAINERS SHORTLY.

ALSO, WOULD YOU OBTAIN A BUDGET QUOTE FROM A LOCAL ELECTRICAL CONTRACTOR FOR THE RELOCATION OF BOTH THE PCB TRANSFORMERS TO A SUITABLE LOCATION OUTSIDE. THIS INFORMATION WILL BE USEFUL IN EVALUATING RETROFILL VS. RELOCATION OPTIONS.

RD/SM

CC: MR. R. G. KUTZ - SEO
MR. T. J. MEYER - SEO

AR100171

INTER-DEPARTMENTAL CORRESPONDENCE
RIEGEL TEXTILE CORPORATION

March 7, 1985

TO: C. Mr. S. W. Lawson - AL e Mr. J. L. Langley - LF
 c, e Mr. W. M. Knecht - FR a, b, c, e Mr. L. E. Rising - TR
 Mr. J. A. Davis - JH e Mr. T. W. Goebel - WDF

FROM: R. G. Kutz

SUBJECT: PCB Records

1. Reference: IDC dated 9-28-84, same subject.
2. The annual PCB record update for calendar year 1984 for each facility is required by 40 CFR 761.180. Submit your written report to this office prior to March 31, 1985. For your convenience, we have attached the 1983 listing for your location. You need only check your plant to verify that all these items are still in service. If there have been no changes, a negative written report is required.
3. If an item was removed from service during the year, you need to document the date it was placed in storage, the date shipped for disposal, and the name and location of the company contracted for disposal.
4. The following additional items apply to your location if checked:
 - a. We need a list of your PCB and PCB-contaminated transformers, by serial number, rating, and gallons/pounds of PCB fluid. Also provide a location diagram similar to one enclosed as an example. Indicate if each transformer is in the category of (1) a restricted access outdoor substation, (2) a contained and restricted access indoor installation, or (3) other. These categories are explained in the Federal regulations which are attached.
 - b. We need a list of your PCB capacitors, by serial number, rating and gallons/pound of PCB fluid. Indicate where in the plant each is located and what category defined in paragraph 3a above each is in.
 - c. We have previously requested and not received your quarterly PCB transformer inspections for 1984. These inspections should include the following information:
 - (1) Location of transformer
 - (2) Date of visual inspection
 - (3) Name of Inspector
 - (4) Location of any leaks

AR160172

March 7, 1985

- (5) Amount of any fluid leaked
- (6) Date of clean-up or repair
- (7) Record of daily inspections required until leaks repaired.

_____ d. We need only your 4th quarter 1984 PCB transformer inspection.

_____ e. You need to make plans for the July 4 shutdown to test the PCB content of your transformers. You are requested to check the feasibility of draining or dipping a small sample out of each one. We will provide you with sample bottles and further instructions after you report your status.

Rod

RGK:bc

Attachment

cc: Mr. R. W. Davenport - SEO
Mr. T. J. Meyer - SEO

AR100173

FRIES TEXTILE COMPANY

P.O. BOX 445
FRIES, VA. 24330
(703) 744-2121

October 22, 1984

INERTEEN CAPACITORS

LOCATION	NO. OF SECTIONS	WT. OF FLUID	
B43-44 3RD. FLOOR IN USE	2	1.7 GAL.	WESTINGHOUSE SERIAL #1166555D, 30KVA 460/3/60
B34-35 3RD. FLOOR IN USE	4	1.9 GAL.	GENERAL ELECTRIC CAT. #38F-97 60KVA 460/3/60
B22-23 3RD. FLOOR IN USE	4	1.9 GAL.	GENERAL ELECTRIC CAT. #38F-97 60KVA 460/3/60
B14-15 3RD. FLOOR IN USE	4	1.7 GAL.	WESTINGHOUSE SERIAL #1166556D 60KVA 460/3/60
B6-7 3RD FLOOR IN USE	4	1.7 GAL.	WESTINGHOUSE SERIAL #1166556D 60KVA 460/3/60
C22-23 4TH FLOOR USE	4	1.7 GAL.	WESTINGHOUSE SERIAL #1166556D 60 KVA 460/3/60
C35-36 4TH FLOOR IN USE	4	1.7 GAL.	WESTINGHOUSE SERIAL #1166556D 60 KVA 460/3/60
B7-8 4TH FLOOR IN USE	8	1.5 GAL.	WESTINGHOUSE SERIAL #1166558E
TELEPHONE RM. IN FLOOR NOT IN USE	2	1.7 GAL.	WESTINGHOUSE SERIAL #1166555D 30KVA 460/3/60
OLD OPENING ROOM IN USE	8	1.5 GAL.	WESTINGHOUSE SERIAL #1166558E 60KVA 460/3/60
D-43 CLOTH ROOM IN USE	1	1.5 GAL.	WESTINGHOUSE SERIAL #1166558E 60KVA 460/3/60
#1 AIR COMPRESSOR	1	2 GAL.	RONK ELECTRICAL TYPE 477CC SERIAL #51937 30KVAR 550/3/60
#2 AIR COMPRESSOR	1	2 GAL.	RONK ELECTRICAL TYPE 477CC SERIAL #51951 30KVAR 550/3/60
MACHINE SHOP	8	1.5 GAL.	WESTINGHOUSE SERIAL #1166558E 60KVA 460/3/60

AR100174

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

October 9, 1984

P. C. B. ANNUAL REPORT FOR E. P. A.

FOR IN-SERVICE TRANSFORMERS

DATE 10/09/84

BY RAYMOND DAVIS, MICKEY LITTREAL, WALLY KNECHT

1. ITE IMPERIAL CORP. 1500/1' KVA, WITH FANS 1725/1932
IMP. AT RATED VOLTS AND KVA 5.75 OIDS, H.V. 13,200 - L.V. 480/277
TEMP. RISE 55/65°C, SERIAL NO. 20139-A01, NAME PLATE 567324-0
CLASS OA/FA
HIGH VOLTAGE CONNECTIONS
- | | | |
|--------|------------------|-----|
| 13,800 | 62.5 - 80.5 AMPS | - A |
| 13,630 | 64.0 - 82.4 AMPS | - B |
| 13,200 | 65.6 - 84.5 AMPS | - C |
| 13,670 | 67.3 - 86.7 AMPS | - D |
| 12,540 | 59.1 - 89.0 AMPS | - E |
- BIL FULL WAVE H.V. 95KV - L.V. 30KV.
LIQUID IN TANK 258 GAL. - 3380 LB. - 1533 KILOGRAMS
TANK AND FITTINGS 2420 LB. TANK WGT. (HEAVIEST PIECE) 4750
APPROX. TRANSFORMER WGT. 10550 LB.
THE 25°C LIQUID LEVEL IS 12.8 INCHES FROM THE HIGHEST POINT OF
THE HAND HOLE FLANGE SURFACE. LEVEL CHANGES .350 INCHES WITH
EACH 10°C CHANGE IN LIQUID TEMPERATURE.
MAXIMUM PRESSURE 7.5 PSI POSITIVE OR NEGATIVE

LOCATION
CONDITION OF OUTSIDE
LEAKS NOTED
WEIGHT OF DIELECTRIC FLUID

OUTSIDE SOUTH EAST CORNER OF MAIN MILL BUILDING
SOME POISON IVY ON H. V. SWITCH
NONE
258 GAL., 3380 LB., 1533 KG.

AR100175

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

October 9, 1984

P. C. D. ANNUAL REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE 10/09/84

BY RAYMOND DAVIS, MICKEY LITTREAL, WALLY KNECHT

1. ALLIS CHALMERS 2000/2240 KVA, 55/65°C RISE, TYPE LCS, CYCLE 60,
PHASE 3, CLASS OA, ASKAR, VOLTAGE 12,470-489Y/277
KVA WITH FANS 2300/2575, BIL H, WINDING 30KV.

TOP CHANGER POSITION

HIGH VOLTAGE	13,094 - 1	LOW VOLTAGE	480/277
	12,782 - 2		
	12,470 - 3		
	12,158 - 4		
	11,846 - 5		

LOCATION

CONDITION OF OUTSIDE

LEAKS NOTED

WEIGHT OF DIELECTRIC FLUID

INSIDE #1 AIR WASHER CONTROL ROOM

CLEAN

NONE

348 GAL., 4450 LBS., 2019 KG.

NOTES: PCB STICKER APPLIED FRONT AND BACK.

AR100176

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

P. C. B. QUARTERLY REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE JULY 6, 1984

BY: RAYMOND DAVIS, WALLY KNECHT, MICKEY LITTREAL

1. ITE IMPERIAL CORP. 1500/1680 KVA, WITH FANS 1725/1932
IMP. AT RATED VOLTS AND KVA 5.75 OHMS, H. V. 13,200 - L. V. 480/277
TEMP. RISE 55/65°C, SERIAL NO. 20139-A01, NAME PLATE 567324-0
CLASS O1/FA

HIGH VOLTAGE CONNECTIONS

13,800	62.5 - 80.5 AMPS - A
13,630	64.0 - 82.4 AMPS - B
13,200	65.6 - 84.5 AMPS - C
13,670	67.3 - 86.7 AMPS - D
12,540	59.1 - 89.0 AMPS - E

BIL FULL WAVE H. V. 95 KV - L. V. 30 KV.

LIQUID IN TANK 258 GAL. - 3380 LB. - 1533 KILOGRAMS

TANK AND FITTINGS 2420 LB. TANK WGT. (HEAVIEST PIECE) 4750

APPROX. TRANSFORMER WGT. 10550 LB.

THE 25°C LIQUID LEVEL IS 12.8 INCHES FROM THE HIGHEST POINT OF
THE HAND HOLE FLANGE SURFACE. LEVEL CHANGES .350 INCHES WITH
EACH 10°C CHANGE IN LIQUID TEMPERATURE.

MAXIMUM PRESSURE 7.5 PSI POSITIVE OR NEGATIVE

LOCATION

OUTSIDE SOUTH EAST CORNER OF MAIN MILL BUILDING

CONDITION OF OUTSIDE

SOME POISON IVY ON H. V. SWITCH

LEAKS NOTED

NONE

WEIGHT OF DIELECTRIC FLUID

258 GAL., 3380 LB., 1533 KG.

AR100177

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

P. C. B. QUARTERLY REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE JULY 6, 1984

BY: RAYMOND DAVIS, WALLY KNECHT, MICKEY LITTREAL

1. ALLIS CHALMERS 2000/2240 KVA, 55/65°C RISE, TYPE LCS, CYCLE 60
PHASE 3, CLASS OA, ASKAR, VOLTAGE 12,470-489Y/277
KVA WITH FANS 2300/2575, DIL H, WINDING 30 KV
TOP CHANGER POSITION
HIGH VOLTAGE 13,094 - 1 LOW VOLTAGE 480/277
12,782 - 2
12,470 - 3
12,158 - 4
11,846 - 5

LOCATION	INSIDE #1 AIR WASHER CONTROL ROOM
CONDITION OF OUTSIDE	CLEAN
LEAKS NOTED	NONE
WEIGHT OF DIELECTRIC FLUID	348 GAL., 4450 LBS., 2019 KG.

NOTES: PCB STICKER APPLIED FRONT AND BACK

AR100178

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

P. C. B. QUARTERLY REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE APRIL 9, 1984

BY: RAYMOND DAVIS, WALLY KNECHT, MICKEY LITTREAL

1. ITE IMPERIAL CORP. 1500/1680 KVA, WITH FANS 1725/1932
IMP. AT RATED VOLTS AND KVA 5.75 OHMS, H. V. 13,200 - L. V. 480/277
TEMP. RISE 55/65°C, SERIAL NO. 20139-A01, NAME PLATE 567324-0
CLASS OA/FA

HIGH VOLTAGE CONNECTIONS

13,800	62.5 - 80.5 AMPS - A
13,630	64.0 - 82.4 AMPS - B
13,200	65.6 - 84.5 AMPS - C
13,670	67.3 - 86.7 AMPS - D
12,540	59.1 - 89.0 AMPS - E

BIL FULL WAVE H. V. 95 KV - L. V. 30 KV.

LIQUID IN TANK 258 GAL. - 3380 LB. - 1533 KILOGRAMS

TANK AND FITTINGS 2420 LB. TANK WGT. (HEAVIEST PIECE) 4750

APPROX. TRANSFORMER WGT. 10550 LB.

THE 25°C LIQUID LEVEL IS 12.8 INCHES FROM THE HIGHEST POINT OF
THE HAND HOLE FLANGE SURFACE. LEVEL CHANGES .350 INCHES WITH
EACH 10°C CHANGE IN LIQUID TEMPERATURE.

MAXIMUM PRESSURE 7.5 PSI POSITIVE OR NEGATIVE

LOCATION

OUTSIDE SOUTH EAST CORNER OF MAIN MILL BUILDING

CONDITION OF OUTSIDE

SOME POISON IVY ON H. V. SWITCH

LEAKS NOTED

NONE

WEIGHT OF DIELECTRIC FLUID

258 GAL., 3380 LB., 1533 KG.

AR100179

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

P. C. B. QUARTERLY REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE APRIL 9, 1984

BY: RAYMOND DAVIS, WALLY KNECHT, MICKEY LITTREAL

1. ALLIS CHALMERS 2000/2240 KVA, 55/65°C RISE, TYPE LCS, CYCLE 60
PHASE 3, CLASS OA, ASKAR, VOLTAGE 12,470-489Y/277
KVA WITH FANS 2300/2575, BIL H, WINDING 30 KV
TOP CHANGER POSITION
HIGH VOLTAGE 13,094 - 1 LOW VOLTAGE 480/277
12,782 - 2
12,470 - 3
12,158 - 4
11,846 - 5

LOCATION	INSIDE #1 AIR WASHER CONTROL ROOM
CONDITION OF OUTSIDE	CLEAN
LEAKS NOTED	NONE
WEIGHT OF DIELECTRIC FLUID	348 GAL., 4450 LBS., 2019 KG.

NOTES: PCB STICKER APPLIED FRONT AND BACK

AR100180.

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

P. C. B. QUARTERLY REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE JANUARY 11, 1984

BY: RAYMOND DAVIS, WALLY KNECHT, NICKY LITTREAL

1. ITE IMPERIAL CORP. 1500/1680 KVA, WITH FANS 1725/1932
IMP. AT RATED VOLTS AND KVA 5.75 OHMS, H. V. 13,200 - L. V. 480/277
TEMP. RISE 55/65°C, SERIAL NO. 20139-A01, NAME PLATE 567324-0
CLASS OA/FA

HIGH VOLTAGE CONNECTIONS

13,800	62.5 - 80.5 AMPS - A
13,630	64.0 - 82.4 AMPS - B
13,200	65.6 - 84.5 AMPS - C
13,670	67.3 - 86.7 AMPS - D
12,540	59.1 - 89.0 AMPS - E

ELL FULL WAVE H. V. 95 KV - L. V. 30 KV.

LIQUID IN TANK 258 GAL. - 3360 LB. - 1533 KILOGRAMS

TANK AND FITTINGS 2420 LB. TANK WGT. (HEAVIEST PIECE) 4750

APPROX. TRANSFORMER WGT. 10550 LB.

THE 25°C LIQUID LEVEL IS 12.8 INCHES FROM THE HIGHEST POINT OF
THE HAND HOLE FLANGE SURFACE. LEVEL CHANGES .350 INCHES WITH
EACH 10°C CHANGE IN LIQUID TEMPERATURE.

MAXIMUM PRESSURE 7.5 PSI POSITIVE OR NEGATIVE

LOCATION

CONDITION OF OUTSIDE

LEAKS NOTED

WEIGHT OF DIELECTRIC FLUID

OUTSIDE SOUTH EAST CORNER OF MAIN MILL BUILDING

SOME POISON IVY ON H. V. SWITCH

NONE

258 GAL., 3360 LB., 1533 KG.

AR100!81

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

P. C. B. QUARTERLY REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE JANUARY 11, 1984

BY: RAYMOND DAVIS, WALLY KNECHT, MICKEY LITTREAL

1. ALLIS CHALMERS 2000/2240 KVA, 55/65°C RISE, TYPE LCS, CYCLE 60
PHASE 3, CLASS OA, ASKAR, VOLTAGE 12,470-489Y/277
KVA WITH FANS 2300/2575, BIL H, WINDING 30 KV
TOP CHANGER POSITION
HIGH VOLTAGE 13,094 - 1 LOW VOLTAGE 480/277
12,782 - 2
12,470 - 3
12,158 - 4
11,846 - 5

LOCATION	INSIDE #1 AIR WASHER CONTROL ROOM
CONDITION OF OUTSIDE	CLEAN
LEAKS NOTED	NONE
WEIGHT OF DIELECTRIC FLUID	348 GAL., 4450 LBS., 2019 KG.

NOTES: PCB STICKER APPLIED FRONT AND BACK

ARIC0182

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

P. C. B. QUARTERLY REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE OCTOBER 10, 1983

BY: RAYMOND DAVIS, WALLY KNECHT, MICKEY LITTREAL

1. ITE IMPERIAL CORP. 1500/1680 KVA, WITH FANS 1725/1932
IMP. AT RATED VOLTS AND KVA 5.75 OHMS, H. V. 13,200 - L. V. 480/277
TEMP. RISE 55/65°C, SERIAL NO. 20139-A01, NAME PLATE 567324-0
CLASS O1/FA

HIGH VOLTAGE CONNECTIONS

13,800	62.5 - 80.5 AMPS - A
13,630	64.0 - 82.4 AMPS - B
13,200	65.6 - 84.5 AMPS - C
13,670	67.3 - 86.7 AMPS - D
12,540	59.1 - 89.0 AMPS - E

21L FULL WAVE H. V. 95 KV - L. V. 30 KV.

LIQUID IN TANK 258 GAL. - 3380 LB. - 1533 KILOGRAMS

TANK AND FITTINGS 2420 LB. TANK WGT. (HEAVIEST PIECE) 4750

APPROX. TRANSFORMER WGT. 10550 LB.

THE 25°C LIQUID LEVEL IS 12.8 INCHES FROM THE HIGHEST POINT OF
THE HAND HOLE FLANGE SURFACE. LEVEL CHANGES .350 INCHES WITH
EACH 10°C CHANGE IN LIQUID TEMPERATURE.

MAXIMUM PRESSURE 7.5 PSI POSITIVE OR NEGATIVE

LOCATION

OUTSIDE SOUTH EAST CORNER OF MAIN MILL BUILDING

CONDITION OF OUTSIDE

SOME POISON IVY ON H. V. SWITCH

LEAKS NOTED

NONE

WEIGHT OF DIELECTRIC FLUID

258 GAL., 3380 LB., 1533 KG.

AR100183

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

P. C. B. QUARTERLY REPORT FOR E. P. A.
FOR IN-SERVICE TRANSFORMERS

DATE OCTOBER 10, 1983

BY: RAYMOND DAVIS, WALLY KNECHT, MICKEY LITTREAL

1. ALLIS CHALMERS 2000/2240 KVA, 55/65°C RISE, TYPE LCS, CYCLE 60
PHASE 3, CLASS OA, ASKAR, VOLTAGE 12,470-489Y/277
KVA WITH FANS 2300/2575, DIL H, WINDING 30 KV
TOP CHANGER POSITION
HIGH VOLTAGE 13,094 - 1 LOW VOLTAGE 480/277
12,782 - 2
12,470 - 3
12,138 - 4
11,846 - 5

LOCATION	INSIDE #1 AIR WASHER CONTROL ROOM
CONDITION OF OUTSIDE	CLEAN
LEAKS NOTED	NONE
WEIGHT OF DIELECTRIC FLUID	348 GAL., 4450 LBS., 2019 KG.

NOTES: PCB STICKER APPLIED FRONT AND BACK

AR100184

FRIES TEXTILE COMPANY

FRIES, VIRGINIA

MEMORANDUM

*write letter
remains there
for PCS list -
adjust list in file*

February 16, 1983

TO: Ned Cochrane
FROM: Sanford W. Byrd
SUBJECT: Oil Analysis

Attached is the lab report on all the transformers in question
at the time of your inspection.

Thanks,

Sanford
(AT)

SWB/lc

AR100185



CENTEC ANALYTICAL SERVICES, INC.
A SUBSIDIARY OF THE CENTEC CORPORATION

P. O. BOX 956
2160 INDUSTRIAL DRIVE
SALEM, VIRGINIA 24153
(703) 387-3995

— ANALYTICAL RESULTS REPORT —

Sanford Byrd
Fries Textiles
Fries Virginia 24330

Re: Oil Analysis
CAS Commission No. 5056
P.O. #31552

REPORT DATE/NUMBER: 10 January 1983/1

SAMPLE COLLECTED BY: Sanford Byrd

SAMPLE RECEIVED AT LAB: 10 November 1982: 1330

ANALYSIS FOR: Polychlorinated Biphenyls (PCBs)

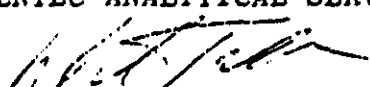
METHOD OF ANALYSIS: Liquid-Liquid Extraction, Electron
Capture Gas Chromatography, EPA-600/4-
81-045

Results are on the following page.

If you have any questions or comments concerning this report,
please do not hesitate to contact us.

Prepared by:

CENTEC ANALYTICAL SERVICES


David F. Tompkins
Chemist

DFT/mls

AR100186

Fries Textiles
10 January 1983
Page 2

AROCHLOR

*all testing done
EA inspector*

S No.	Description	Serial No.	Answers (ug/g-ppm)		
			1242	1254	1260
27180	# 1		<1 NT	<1 NT	<1 NT
27181	# 2		<1 NT	<1 NT	<1 NT
27182	# 3		<1 NT	<1 NT	<1 NT
27183	# 4		<1 NT	<1 NT	<1 NT
27184	# 5		<1 NT	<1 NT	<1 NT
27185	# 6		<1 NT	<1 NT	<1 NT
27186	# 7		<1 NT	<1 NT	<1 NT
27187	# 8		<1 NT	<1 NT	<1 NT
27188	# 9		<1 NT	<1 NT	<1 NT
27189	# 10		<1 NT	<1 NT	<1 NT
27190	# 11			2	
27191	# 12				6
27192	# 13		<1 NT	<1 NT	<1 NT
271.3	# 14		<1 NT	<1 NT	<1 NT

disended: over by water plant

250 klh

330 klh

*all presumed
PCB - Contam
until now.
Need to
adjust list
2/22/83*

AR100187

. = Trace NT = No Trace

FRILS LEATHLE
P. O. BOX 445
FRIES, VA. 24330

T T E IMPERIAL COMP 1500/1680 KVA, WITH FANS 1725/1932

IMP. AT RATED VOLTS & KVA 5.75 OHMS. H.V. 13200 - LV. 480/27.

TEMP. RISE 55/65°F. SER. NO. 30139-AD1. N.H. PLATE 567824-0

CLASS 9A/EA

HIGH VOLTAGE CONNECTIONS

13,800 ^{AMPS} 62.5-80.5 - A

13,630 64.0-82.4 - B

13,200 65.6-84.5 - C

13,670 67.3-86.7 - D

12,540 59.1-89.0 - E

BIL FULL WAVE H.V. 95KV - LV. 30 K.V.

LIQUID IN TANK 258 GAL. - 3380 LB. - 1533 KILOGRAMS

TANK + FITTINGS 2420 LB. TANK WGT. (HEAVY PIECE) 4750

APPROX TRANSFORMER WGT. 10,510 LB.

THE 25°F LIQUID LEVEL IS 12.8 INCHES FROM THE HIGHEST

POINT OF THE HAND HOLE FLANGE SURFACE. LEVEL CHANGES .250

INCHES WITH EACH 10°F CHANGE IN LIQUID TEMPERATURE.

MAXIMUM PRESSURE 7.5 PSI POSITIVE OR NEGATIVE.

LOCATION OUTSIDE SOUTH EAST CORNER OF MAIN MILL BUILDING

CONDITION OF OUTSIDE SOME POISON IVY ON H.V. SWITCH

LEAKS NOTED NONE

WEIGHT OF DIELECTRIC FLUID 258 GAL, 3380 LB., 1533 KG.

AR100188

FRIES TEXTILE CO.
P. O. BOX 445
FRIES, VA. 24330

PCB ANNUAL REPORT FOR EPA

FOR IN-SERVICE TRANSFORMERS

DATE 6/30/82

BY RAMOND DAVIS ROBERT STONE SANFORD BYRD

ALLIS CHALMERS 2000/2240 KVA, 55/65°C RISE, TYPE LCS, CYCLE 60.
PHASE 3, CLASS OA, ASKAR, VOLTAGE 12 470 Δ - 480 Y/37.
KVA WITH FANS 2300/2575, BIL H, WINDING 30KV.

TAP CHANGER POSITION

HIGH VOLTAGE 13.094 - 1 LOW VOLTAGE 480/222

12.782 - 2

12.470 - 3

12.158 - 4

11.846 - 5

LOCATION

INSIDE #1 AIR WASHER CONTROL ROOM.

CONDITION OF OUTSIDE

CLEAN

LEAKS NOTED

NONE

WEIGHT OF DIELECTRIC FLUID 348 GAL, 4450 LBS, 2019 KG.

NOTES: PCB STICKER APPLIED FRONT + BACK

ART00189

INTER-DEPARTMENTAL CORRESPONDENCE
RIEGEL TEXTILE CORPORATION

TO: Sanford Byrd - Fries

FROM: Ned Cochrane - GAO *AC*

DATE: February 2, 1982

RE: PCB Compliance

To summarize what you need to do:

1. The two "askarel-filled" transformers (1 2000 kVa next to weave room, 1 2500 kVa outside near river) need to be labeled. If you have not gotten the labels from K.C. Hopkins, let me know. These transformers should be inspected quarterly, with a written report of such (send me a copy, too). If leaks are found, note them in the report and repair and clean within two days. We will also have to prepare annual records by July 1 of each year for each of these (I will help you with this). The records should include the total weight in kilograms of PCB in the transformer (estimate this). Be sure to keep good records of anything that is done to these transformers (inspections, maintenance, etc.).
2. The other transformers should simply be maintained properly, and inspected periodically for leaks.
3. For the approximate 12 capacitors containing 3 lbs. or more of dielectric fluid, check and let me know which ones operate at 2000 a.c. (alternating current) or above. This makes a difference at the time they are taken out of service.
4. Let me know results of testing on the 25 out-of-service transformers located near the water plant.
5. Whenever you are planning to take any electrical equipment containing oil (or otherwise assumed to possibly contain PCB's) out of service (not to be re-used) let me know, so the proper procedure under the regs can be followed.

Please call if you have questions. I look forward to hearing from you on the out-of-service transformers and the capacitors.

NC:ps

ARIU0190

INTER-DEPARTMENTAL CORRESPONDENCE
RIEGEL TEXTILE CORPORATION

TO: S. W. Byrd - Fries
FROM: Ned Cochrane - GAO
DATE: December 30, 1981
RE: Compliance with PCB Regulations (see attached)

Per our previous discussion, you have the following transformers:

In-service: 1 2000 kVa askarel filled (next to weave room)
1 2500 kVa outside near river, most likely askarel filled
2 4500 kVa 3 phase - oil (in yard)
3 2000 kVa (also in yard) - probably oil
3 333s (also in yard) - probably oil

Of these, the first two should probably be classified in the 500+ PPM category (labeling, inspecting, and records required), while the others are in the 50-500 PPM category. K.C. Hopkins should be sending you some labels. Note that while diking, etc. is not required for in service transformers, we need to take steps as soon as economically feasible to keep any leaks from going into sewer drains, the river, etc.

Out of Service - 25 (approx.) in yard near water plant. Since it was your feeling that these shouldn't contain 50 PPM of PCB, you were going to test them. Please let me know results when you get them.

Capacitors - We need to check and see if the fluid in the ones I looked at weighs 3 lbs. or more (based on the lack of information on the label, I think it best to assume they are "PCB Capacitors"), as well as how many capacitors you have with 3 lbs. or more of dielectric fluid. Let me know.

Also, if there is any other equipment coming under these regulations that I didn't see, please send me a list of them. If there are any other changes, etc. in the list set out above, please advise on that as well.

Thanks.

Ned

NC:ps

handwritten note:
check to see if 333s are 333s

AR100191

10/10/86

Talked with Anita Lee at Department of Waste Management concerning letter from Julia King-Collins. Ms. Lee said:

1. Permanent EPA ID number should arrive in 4 - 6 weeks. Since we have already submitted hazardous waste activity form, we do not have to submit another one.
2. If SafetyKlean picks up waste before permanent ID number is received, we can call her office and get another temporary number.

jmelton

AR100192

Safety Keen Pick Ups

<u>Temp #</u>	<u>Date Picked Up</u>
VAP000001778	10-8-86
2122	10-28-86
2292	11-4-86
2326	11-13-86
2495	not used
2605	not used

Pickups also on 11-19-86 & 12-1-86

* EPA ID # received 11-17-86
VAD981742638

12-3-86
 [unclear] [unclear] [unclear] concerning [unclear]
 [unclear]. She said not to worry about
 unused numbers. I gave her our EPA #
 & she is going to close our file. She
 will write Safety Keen "a nasty letter"
 as they request another #. If we get
 another #, we are to ignore it.

AR100193



COMMONWEALTH of VIRGINIA

DEPARTMENT OF WASTE MANAGEMENT
11th Floor, Monroe Building
101 N. 14th Street
Richmond, Va. 23219

OCT 03 1986

CERTIFIED RETURN
RECEIPT REQUESTED

Bill Barker
Riegel Textile Fries Division
P.O. Box 445
Rt. 94
Fries, VA 24330

Dear Mr. Barker:

The EPA Provisional I.D. Number VAP000001778 was issued to your facility on September 29, 1986.

Attached is a sample copy of the notification of hazardous waste activity form. This is only an example of how the form should be completed. Please do not place any information on this example.

Enclosed is the notification of hazardous waste activity form booklet, please fill out the form from this booklet.

In order for us to close the file, please return the form within ten (10) working days to the Bureau of Hazardous Waste Management, Eleventh Floor, Monroe Building, 101 North Fourteenth Street, Richmond, Virginia 23219.

The Provisional I.D. Number issued to your facility is a single-use number. It is designed to assist in completing the hazardous waste manifest on an emergency basis only and is not to be used by facilities that generate hazardous waste on a regular basis.

For further information or assistance, please contact me at (804) 225-2667.

Sincerely,

Julia King-Collins
Julia King-Collins, Biologist
Bureau of Hazardous Waste Management

703-466-9666

ED. Sano

Enclosures

AR100194



COMMONWEALTH of VIRGINIA

CYNTHIA V. BAILEY
EXECUTIVE DIRECTOR

DEPARTMENT OF WASTE MANAGEMENT
James Monroe Building, Eleventh Floor
101 North Fourteenth Street
Richmond 23219

NOV 03 1986 CERTIFIED - RETURN
RECEIPT REQUESTED

VIRGINIA
WASTE MANAGEMENT
BOARD

JAMES R. CRAIG
BLACKSBURG
JAMES A. DAVIS
WINCHESTER
CHRISTOPHER DIERCKSEN
FREDERICKSBURG
ANDREW HARGROVE
HAMPTON
JOAN McCALLUM
LYNCHBURG
MICHAEL MARKE'S JR.
SPRINGFIELD
FRANK W. MILLER JR.
HAMPTON

Bill Barker
Riegel Textile
Fries Division
P.O. Box 445, Route 94
Fries, VA 24330

Dear Mr. Barker:

The EPA Provisional Number VAP000002326 was issued to your facility on October 30, 1986.

Attached is a sample copy of the notification of hazardous waste activity form. This is only an example of how the form should be completed. Please do not place any information on this example.

Enclosed is the notification of hazardous waste activity form booklet, please fill out the form from this booklet.

In order for us to close the file, please return the form within ten (10) working days to the Bureau of Hazardous Waste Management, 11th Floor, Monroe Building, 101 North 14th Street, Richmond, Virginia 23219.

The Provisional I.D. Number issued to your facility is a single-use number. It is designed to assist in completing the hazardous waste manifest on an emergency basis only and is not to be used by facilities that generate hazardous waste on a regular basis.

For further information or assistance, please contact me at (804) 225-2667.

Sincerely,

Julia King-Collins

Julia King-Collins, Biologist
Bureau of Hazardous Waste Management

Enclosures

AR 10135



COMMONWEALTH of VIRGINIA

CYNTHIA V. BAILEY
EXECUTIVE DIRECTOR

DEPARTMENT OF WASTE MANAGEMENT
James Monroe Building, Eleventh Floor
101 North Fourteenth Street
Richmond 23219

CERTIFIED - RETURN
RECEIPT REQUESTED

NOV 14 1986

Bill Barker
Riegel Textiles
P. O. Box 445
Route 94
Fries, VA 24330

Dear Mr. Barker:

The EPA Provisional Number VAP000002495 was issued to your facility on November 10, 1986.

Attached is a sample copy of the notification of hazardous waste activity form. This is only an example of how the form should be completed. Please do not place any information on this example.

Enclosed is the notification of hazardous waste activity form booklet, please fill out the form from this booklet.

In order for us to close the file, please return the form within ten (10) working days to the Bureau of Hazardous Waste Management, 11th Floor, Monroe Building, 101 North 14th Street, Richmond, Virginia 23219.

The Provisional I.D. Number issued to your facility is a single-use number. It is designed to assist in completing the hazardous waste manifest on an emergency basis only and is not to be used by facilities that generate hazardous waste on a regular basis.

For further information or assistance, please contact me at (804) 225-2667.

Sincerely,

Julia King-Collins

Julia King-Collins, Biologist
Bureau of Hazardous Waste Management

Enclosures

AP 100196

VIRGINIA
WASTE MANAGEMENT
BOARD

JAMES R. CRAIG
BLACKSBURG

JAMES A. DAVIS
WINCHESTER

CHRISTOPHER DUERSEN
FREDERICKSBURG

ANDREW HARGROVE
HAMPTON

JOAN MACCALLUM
LYNCHBURG

MICHAEL MARKELS JR.
SPRINGFIELD

FRANK H. MILLER JR.
HAMPTON



COMMONWEALTH of VIRGINIA

CYNTHIA V. BAILEY
EXECUTIVE DIRECTOR

DEPARTMENT OF WASTE MANAGEMENT
James Monroe Building, Eleventh Floor
101 North Fourteenth Street
Richmond 23219

NOV 26 1986

CERTIFIED - RETURN
RECEIPT REQUESTED

VIRGINIA
WASTE MANAGEMENT
BOARD

JAMES R. CRAIG
BLACKSBURG
JAMES A. DAVIS
WINCHESTER
CHRISTOPHER QUERKSEN
FREDERICKSBURG
ANDREW HARGROVE
HAMPTON
JOAN MACCALLUM
LYNCHBURG
MICHAEL MARKELS JR.
SPRINGFIELD
FRANK M. MILLER JR.
HAMPTON

Bill Barker
Riegel Textile
P.O. Box 445
Route 94
Fries, VA 24330

Dear Mr. Barker:

The EPA Provisional Number VAP000002605 was issued to your facility on November 17, 1986.

Attached is a sample copy of the notification of hazardous waste activity form. This is only an example of how the form should be completed. Please do not place any information on this example.

Enclosed is the notification of hazardous waste activity form booklet, please fill out the form from this booklet.

In order for us to close the file, please return the form within ten (10) working days to the Bureau of Hazardous Waste Management, 11th Floor, Monroe Building, 101 North 14th Street, Richmond, Virginia 23219.

The Provisional I.D. Number issued to your facility is a single-use number. It is designed to assist in completing the hazardous waste manifest on an emergency basis only and is not to be used by facilities that generate hazardous waste on a regular basis.

For further information or assistance, please contact me at (804) 225-2667.

Sincerely,

Julia King-Collins

Julia King-Collins, Biologist
Bureau of Hazardous Waste Management

Enclosures

AR100197



COMMONWEALTH of VIRGINIA

DEPARTMENT OF WASTE MANAGEMENT

11th Floor, Monroe Building

101 N. 14th Street

Richmond, Va. 23219

OCT 29 1986

CERTIFIED - RETURN
RECEIPT REQUESTED

Bill Barker
Riegel Textile
P.O. Box 445
Route 94
Fries, VA 24330

Dear Mr. Barker:

The EPA Provisional I.D. Number VAP000002292 was issued to your facility on October 28, 1986.

Attached is a sample copy of the notification of hazardous waste activity form. This is only an example of how the form should be completed. Please do not place any information on this example.

Enclosed is the notification of hazardous waste activity form booklet, please fill out the form from this booklet.

In order for us to close the file, please return the form within ten (10) working days to the Bureau of Hazardous Waste Management, 11th Floor, Monroe Building, 101 North 14th Street, Richmond, Virginia 23219.

The Provisional I.D. Number issued to your facility is a single-use number. It is designed to assist in completing the hazardous waste manifest on an emergency basis only and is not to be used by facilities that generate hazardous waste on a regular basis.

For further information or assistance, please contact me at (804) 225-2667.

Sincerely,

Julia King-Collins

Julia King-Collins, Biologist
Bureau of Hazardous Waste Management

Enclosures

AR100198



110 copies received -
see notes from
Mrs. Lee

COMMONWEALTH of VIRGINIA

DEPARTMENT OF WASTE MANAGEMENT
11th Floor, Monroe Building
101 N. 14th Street
Richmond, Va. 23219

CERTIFIED - RETURN
RECEIPT REQUESTED

OCT 21 1986

Bill Barker
Regel Textiles
P.O. Box 447
Fries, Virginia 24330

Dear Mr. Barker:

The EPA Provisional I.D. Number VAP000002122 was issued to your facility on October 14, 1986.

Attached is a sample copy of the notification of hazardous waste activity form. This is only an example of how the form should be completed. Please do not place any information on this example.

Enclosed is the notification of hazardous waste activity form booklet, please fill out the form from this booklet.

In order for us to close the file, please return the form within ten (10) working days to the Bureau of Hazardous Waste Management, 11th Floor, Monroe Building, 101 North 14th Street, Richmond, Virginia 23219.

The Provisional I.D. Number issued to your facility is a single-use number. It is designed to assist in completing the hazardous waste manifest on an emergency basis only and is not to be used by facilities that generate hazardous waste on a regular basis.

For further information or assistance, please contact me at (804) 225-2667.

Sincerely,

Julia King-Collins

Julia King-Collins, Biologist
Bureau of Hazardous Waste Management

Enclosures

AR100199

11/17/86

COPIES: Mr. W. M. Barker
Mr. K. M. Vaught



ACKNOWLEDGEMENT OF NOTIFICATION
OF HAZARDOUS WASTE ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA ID NUMBER

-VAD981742638

INSTALLATION ADDRESS

MELTON, JANET ADM AST

RIEGL TEXTILE CORP
PO BOX 445
FRIES VA 24330

RT 94 MAIN PLT & WAREHOUSE
FRIES VA 24330

EPA Form 3730-12A (4-80)

AR100200

GENERATOR ANNUAL HAZARDOUS WASTE REPORT FOR 1986

77-2-12-87

This report is for the calendar year ending December 31, 1986
Read All Instructions Carefully Before Making Any Entries on Form

I. NON-REGULATED STATUS

Complete this section only if you did not generate regulated quantities of hazardous waste at any time during the 1985 calendar year. Circle the one code at right that best describes your status during the entire year (see instructions for explanation of codes).

- 1 Non-handler
- 2 Small Quantity Generator
- 9 Out of Business

II. GENERATOR'S EPA I.D. NUMBER

15A1D191811742161381

III. NAME OF ESTABLISHMENT

RIESEL TEIXITILE CORP

IV. ESTABLISHMENT MAILING ADDRESS

PO BOX 14145

Street or P.O. Box

FIRIESE

MA

0243301

City or Town

State

Zip Code

V. LOCATION OF ESTABLISHMENT (if different than section IV above)

RIOKITIE 1914

Street or Route number

FIRIESE

MA

0243301

City or Town

State

Zip Code

VI. ESTABLISHMENT CONTACT

WILLIAM M BARKER

Name (last and first)

71031-17144-1211211

Phone No. (area code & no.)

VII. CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

W.M. Barker
Signature

William M. Barker

Print Name

02/11/87

Date

AR100201

Generator Annual Hazardous Waste Report for 1986 (cont.)

This report is for the calendar year ending December 31, 1986

Date rec'd: _____ Rec'd by: _____

VIII. GENERATOR'S EPA I.D. NO.

VIAD 981 742 638

IX. FACILITY NAME (specify facility to which all wastes on this page were shipped)

Safety-Kleen Corp.
2146 King Mill Road
Bristol, VA 24201

XI. FACILITY ADDRESS

X. FACILITY'S EPA I.D. NO.

VIAD 981 042 955

XII. TRANSPORTATION SERVICES USED

EPA I.D. NO.

VIAD 981 042 955

NAME

Safety-Kleen Corp.

XIII. WASTE IDENTIFICATION

A. Description of Waste	B. EPA Hazardous Waste No. (see instructions)	C. Amount of Waste	D. Unit of Measure
1 Safety-Kleen 105 Solvent-Mineral Spirits/Petroleum Naptha	<u>D 001</u>	<u>83.25</u>	<u>P</u>
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

XIV. COMMENTS (enter information by section number—see instructions)

AR100207



COMMONWEALTH of VIRGINIA

DEPARTMENT OF WASTE MANAGEMENT

11th Floor, Monroe Building

101 N. 14th Street

Richmond, Va. 23219

FEB 05 1987

Dear Hazardous Waste Notifier:

The files of the Department of Waste Management indicate that you have notified as a generator or small quantity generator of hazardous wastes.

One of the responsibilities of a company that notifies is that they must file an annual report each year to indicate what hazardous waste activity has been carried out during the previous calendar year.

This year's form is somewhat different than last year's. If you have already filed a report for 1986 on last year's form, you do not need to file again.

One of the changes this year includes a space for non-generators and small quantity generators to indicate their filing status. If you are a small quantity generator or if you did not generate any hazardous waste in 1986, circle the appropriate number, and then fill out the first page of the form.

Another change is that a generator must report all hazardous waste that is generated, even if the waste is recycled or treated in an exempt treatment unit (i.e., elementary neutralization). If you have already filed for 1986, and did not include this waste, you must refile. Please indicate that this is a revised filing for 1986.

READ THE INSTRUCTIONS COMPLETELY BEFORE FILLING OUT THE FORM. SOME OF THE REQUIREMENTS HAVE CHANGED.

If you have any questions, please call the Bureau at (804)225-2667 or if outside of the Richmond area, 1-800-552-2075. When calling, please tell the receptionist that you are calling about the generator's annual report.

Sincerely,

Terri Lynn Cross
Terri Lynn Cross, Area Manager
Bureau of Hazardous Waste Management

Enclosures

AR100203

#1 Bond - 1980-1981
 703-416-8116
 1010 1010 1010
 1010 1010 1010
 1010 1010 1010

Mr. Margaret
 804-225-2161

1010 1010 1010
 1010 1010 1010

#1 1010 1010 1010

1010 1010 1010

1010 1010 1010

1010 1010 1010

1010 1010 1010

1010 1010 1010

1. Did not keep copy of application.

2. Will not keep copy of application.

3. You are fine.

1. I am sure you will keep all temporary numbers.

1. I am sure you will keep all temporary numbers.

Town of Fries

OCT 31 1988



GOOD GOVERNMENT IS OUR BUSINESS

October 24, 1988

FRIES, VIRGINIA

Mr. Ned Cochrane
Mount Vernon Mills, Inc.
P. O. Box 3478
Greenville, S. C. 29602

Dear Mr. Cochrane:

We appreciate your attending the meeting last Thursday evening at the Recreation Center. We plan to have an open meeting of this type in November and December which will probably be on the third Thursday each time.

We appreciate your leaving the Machine Shop, Carpenter Shop and Tin Shop machinery as it is. If the Mill is used to establish a Museum, we will rent floor space for manufacturing of other commercial purposes. These shops will enable us to provide good service to these rentig customers.

In a letter from Mr. Joe Jennings, he stated that supplies would be left in these shops, but all the steel in the racks in the Machine Shop has been removed. We really need any of the support equipment that you could let us have, such as air conditioning, air compressors, water fountains, heating facilities and etc. The more complete the building is, the sooner we can have some paying customers in it.

The date for the next open meeting with the town is November 17, 1988 at 7:30PM at the Recreation Center.

Any help you can give us will be greatly appreciated and thanks again for attending the meeting last week.

Sincerely,

Sanford W. Byrd, Mayor
Town of Fries

SWB/jd

AR100205

MOUNT VERNON MILLS, INC.

August 19, 1988

The Honorable Sanford Byrd
Mayor
Town of Fries
Fries VA 24330

Dear Sanford:

Thank you for your August 10 letter to Mr. Jennings.

We do plan for the 1970 White Oliver tractor with front end loader to be part of what we transfer to the Town. We are uncertain, however, as to what "cost figures" you need to establish a rental price on the building. The Town already has the property tax appraisal, and I do not believe we have any other relevant data. The cost to the Town to get the building, of course, is basically free.

We trust you will make the necessary arrangements to see that Mr. Ralph Walker can get the water pumps and the electric wenchies he requested. If you do not want to give them to him outright, perhaps you could at least give him the written assurance that he will have unlimited access to them as long as the Town owns them (with a right of first refusal to buy them if the Town ever sells them). Of course, we could transfer this equipment directly to Mr. Walker if you wish.

We are not sure that any further written agreements are needed on the manufacturing plant before we transfer it to you. As we have written you, we intend to convey to the Town the manufacturing plant site, the plant building, the machine shop equipment, the carpentry shop equipment, the sheet metal shop equipment, the 1970 truck and the 1970 tractor with front end loader. This conveyance should take place before January 1, 1989. If potential tenants would require occupancy sooner than that, we will work with you to find a way to accommodate them.

We have engaged an appraiser to appraise the water plant assets, but we need to know from you as soon as possible how much land will be necessary for your operation of the water plant.

AR100206

The Honorable Sanford Byrd
August 19, 1988
Page 2

Thanks for your cooperation in this matter.

Sincerely,

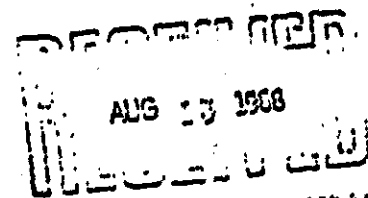


E. G. Cochrane II
Assistant Secretary

Copy to Mr. J. L. Jennings, Jr.
Mr. R. W. Chastain

ARI0G207

Town of Fries



ROUTING

COPIES TO

RWC

GOOD GOVERNMENT IS OUR BUSINESS

August 10, 1988

FRIES, VIRGINIA

*Red,
Let's discuss
8/15*

Mr. J. L. Jennings, Jr., President
Mount Vernon Mills, Inc.
P. O. Box 3478
Greenville, S.C. 29602

Dear Mr. Jennings:

Thank you very much for your letter of August 4, 1988. This is great news for the Town of Fries and especially for me. Your cooperation in the transfer of this valuable property to our town is greatly appreciated. Everyone I talked with is excited about the opportunity for growth to the town this property will give us.

In your letter you stated, "We will also plan to give the city the two 1970 model trucks that you mentioned in your letter". In my letter I asked for one 1970 model truck and one 1970 model White Oliver Tractor with a front-end loader. We thank you for the truck and hope you can make the tractor available to us also, because the truck and tractor work together as a team. They will be used in the removal of sludge from our Sewage Treatment Plant.

We need cost figures to establish the rent price on the building. We have asked Mr. Arnold Phillips to help with this matter. Would it be possible for him to work with Mr. Davis on collecting this information. It would also be helpful to us to have a valid contract on this agreement at your earliest convenience. It would help us in determining the amount of money we may need to borrow for operating purposes and also in determining the charge for rent.

I talked with Ralph Walker concerning the use of the Machine Shop. There will be no problem in seeing that his repair work will be done as needed. He also stated that he had asked for the two Homelite 4-inch water pumps and the two electric-powered wrenches. These were originally bought for the hydro plant and he will need them.

AR100208

Thank you for your consideration of this equipment. With the machinery remaining in these shops, any manufacturer who rents from us will have the assurance that his mechanical problems will be taken care of.

We appreciate your help.

Sincerely,

Sanford W. Byrd
Sanford W. Byrd, Mayor
Town of Fries

SB/jd

AR100209



MOUNT VERNON MILLS, INC.

Joseph L. Jennings, Jr.
President

August 4, 1988

June 203-744-2231
↓
The Honorable Sanford W. Byrd
Mayor of the Town of Fries
Fries, Virginia 24330

Dear Mr. Byrd:

Your letter of July 25, 1988

I enjoyed meeting with you in Fries but regret the circumstances. I believe that your enthusiasm and leadership provide a good opportunity for your city to make something good out of this bad situation.

You have specifically asked for the machine shop, carpenter shop, and sheet metal shop equipment and supplies so that the city could offer satisfactory services and repairs to possible new tenants at the plant site. We plan to make this available to you. Ralph Walker, president of Aquenergy Corporation, which operates the hydro facility at the plant site has also expressed interest in this equipment and said that he hoped the equipment would stay at its present location. We would like for you to work out something that is mutually satisfactory with Mr. Walker. We will also plan to give the city the two 1970 model trucks that you mentioned in your letter. We are planning to give the water treatment plant to the city, along with sufficient acreage around it to enable the city to operate it properly.

We will work closely with you as the operation winds down and would like for you to let us know of any other way that we can be of help. We do plan to keep the textile machinery, a couple of fork lift trucks, and other related equipment, since most of it is old and we can probably use it for repair parts in certain other plants that we have. We don't feel that this equipment would be of any help to the city since we have been unable to find anyone interested in operating the plant as a going concern. We would also plan to keep any real estate not connected to the plant site.

As you know better than anyone else, the plant is a very fine building, in spite of being old. It should be satisfactory for a variety of industrial uses.

With best regards,

Sincerely,

Joe L. Jennings
Joseph L. Jennings, Jr.

cc: Mr. R. W. Chastain
Mr. E. G. Cochran II

AR100210
One Shelter Place, Suite 700, P. O. Box 3478, Greenville, S.C. 29602, Tel: 803-233-4151

COMMONWEALTH OF VIRGINIA

OFFICIAL RECEIPT
GRAYSON CIRCUIT COURT
DEED RECEIPT

DATE: 12/23/88 TIME: 11:44:10 ACCOUNT: 077CLR8802662 RECEIPT: 88000003678
 CASHIER: GPM REG: 8Y06 TYPE: DEED PAYMENT: FULL BY PERS. CHECK
 INSTRUMENT: 88/2662 BOOK: 0 PAGE: 0 RECORDED 12/23/88 AT 11:43
 GRANTOR NAME: MOUNT VERNON HILLS, INC
 GRANTEE NAME: TOWN OF FRIES
 AND ADDRESS: FRIES, VA 24330
 RECEIVED OF: HEFF & CAUDELL
 DESCRIPTION: 14.271 ACRES FRIES
 CONSIDERATION: .00

CODE DESCRIPTION
301 DEEDS

PAID CODE DESCRIPTION PAID
11.00 212 TRANSFER FEES 1.00

TOTAL TENDERED : 12.00
 TOTAL AMOUNT PAID: 12.00
 TOTAL CHANGE AMT : .00

CLERK OF COURT: ROBERT MORTON

DC-10 5/78

AR100211

THIS DEED, Made this 22nd day of December, in the year One Thousand Nine Hundred Eighty-Eight, by and between MOUNT VERNON MILLS, INC., a Maryland Corporation, the herein described Grantor, party of the first part; and THE TOWN OF FRIES, VIRGINIA, a Virginia Municipal Corporation, Main Street, Fries, Virginia 24330, the herein described Grantee, party of the second part.

- W I T N E S S E T H -

That for and in the consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the said Grantor doth grant unto the said Grantee, in fee simple, with GENERAL WARRANTY, all of the following described tract or parcel of land, lying and being in the Town of Fries, Providence Magisterial District of Grayson County, Virginia, and more fully described as follows, to-wit:

BEGINNING at an iron pipe on the Northerly bank of New River, and a corner to the property of Horace E. Bilbrey; thence with the Northerly bank of New River, N. 73° 18' W. 191.50 feet to a stake; thence, N. 85° 40' W. 253.81 feet to a stake; thence, N. 20° 42' W. 72.07 feet to a stake; thence, N. 74° 28' W. 88.65 feet to a stake; thence, S. 83° 31' W. 333.33 feet to an iron pipe; thence, S. 56° 32' W. 137.56 feet to a stake; thence, S. 71° 49' W. 148.07 feet to a stake; thence, S. 71° 52' W. 216.79 feet to a Sycamore; thence, N. 88° 30' W. 92.00 feet to a pipe set; thence, S. 63° 46' 24" W. 44.54 feet to the end of a wall; thence along the centerline of a rock retaining wall, the following calls: S. 83° 31' W. 15.91 feet to a point; thence, N. 84° 03' W. 17.68 feet to a point; thence, N. 73° 52' W. 8.11 feet to a point; thence, N. 61° 27' W.

NEFF & CAUDELL
ATTORNEYS AT LAW
BALAZ, VIRGINIA

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12.48 feet to a point; thence, N. 34° 39' W. 10.97 feet to a point; thence, N. 31° 05' W. 16.36 feet to a point on the South face of building and in the centerline of rock wall, and a corner to a Generator Room; thence, N. 19° 17' 30" W. 128.50 feet to a point at the intersection of retaining wall and face of building; thence continuing with said retaining wall, S. 70° 56' 15" W. 41.01 feet to a chisled "X" on retaining wall, in the line of Aquenergy Systems Incorporated; thence with said line, N. 19° 03' 45" W. 36.00 feet to an iron pipe found; thence, S. 70° 56' 15" W. 63.86 feet to an iron pipe found; thence, N. 42° 50' 10" W. 73.32 feet to a steel fence post; thence, N. 30° 46' W., a total distance of 84.07 feet, passing an iron pin on line at 49.07 feet; thence with the centerline of Virginia Route No. 94, the following calls: N. 12° 40' E. 281.58 feet to a point; thence, N. 04° 36' W. 20.71 feet to a point; thence, N. 19° 48' E. 68.35 feet to a point; thence, N. 47° 21' E. 70.00 feet to a point; thence, N. 71° 10' E. 66.15 feet to a point; thence, N. 89° 20' E. 73.04 feet to a point; thence, S. 76° 09' E. 74.72 feet to a point; thence, S. 62° 06' E. 95.04 feet to a point; thence, S. 60° 27' E. 90.44 feet to a point; thence, S. 79° 29' E. 75.24 feet to a point; thence, N. 80° 56' E. 113.44 feet to a point; thence, N. 85° 00' E. 91.58 feet to a point; thence, S. 73° 15' E. 61.30 feet to a point; thence, S. 61° 25' E. 79.33 feet to a point; thence, S. 50° 37' E. 128.40 feet to a point; thence, S. 63° 33' E. 74.70 feet to a point; thence, S. 81° 42' E. 85.89 feet to a point; thence, N. 87° 54' E. 68.12 feet to a point, in the centerline of Virginia State Route 1001; thence with the centerline of said Virginia State Route 1001, S. 87° 31' E. 101.91 feet to a point; thence leaving the centerline of Virginia State Route 1001,

NEFF & CAUDELL
ATTORNEYS AT LAW
BALTIMORE, VIRGINIA

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12.48 feet to a point; thence, N. 34° 39' W. 10.97 feet to a point; thence, N. 31° 05' W. 16.56 feet to a point on the South face of building and in the centerline of rock wall, and a corner to a Generator Room; thence, N. 19° 17' 30" W. 128.50 feet to a point at the intersection of retaining wall and face of building; thence continuing with said retaining wall, S. 70° 56' 15" W. 41.01 feet to a chisled "X" on retaining wall, in the line of Aquenergy Systems Incorporated; thence with said line, N. 19° 03' 45" W. 36.00 feet to an iron pipe found; thence, S. 70° 56' 15" W. 63.86 feet to an iron pipe found; thence, N. 42° 50' 10" W. 73.32 feet to a steel fence post; thence, N. 30° 46' W., a total distance of 84.07 feet, passing an iron pin on line at 49.07 feet; thence with the centerline of Virginia Route No. 94, the following calls: N. 12° 40' E. 281.58 feet to a point; thence, N. 04° 36' W. 20.71 feet to a point; thence, N. 19° 48' E. 68.35 feet to a point; thence, N. 47° 21' E. 70.00 feet to a point; thence, N. 71° 10' E. 66.15 feet to a point; thence, N. 89° 20' E. 73.04 feet to a point; thence, S. 76° 09' E. 74.72 feet to a point; thence, S. 62° 06' E. 95.04 feet to a point; thence, S. 60° 27' E. 90.44 feet to a point; thence, S. 79° 29' E. 75.24 feet to a point; thence, N. 80° 56' E. 113.44 feet to a point; thence, N. 85° 00' E. 91.58 feet to a point; thence, S. 73° 15' E. 61.30 feet to a point; thence, S. 61° 25' E. 79.33 feet to a point; thence, S. 50° 37' E. 128.40 feet to a point; thence, S. 63° 33' E. 74.70 feet to a point; thence, S. 81° 42' E. 85.89 feet to a point; thence, N. 87° 54' E. 68.12 feet to a point, in the centerline of Virginia State Route 1001; thence with the centerline of said Virginia State Route 1001, S. 87° 31' E. 101.91 feet to a point; thence leaving the centerline of Virginia State Route 1001,

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ATTORNEYS AT LAW
BALAZ, VIRGINIA

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AR100214

and with the line of Horace E. Bilbrey, S. 37° 26' E. 35.72 feet to an axle at the north side of a wall at its West end; thence with the Bilbrey line and running with the line of the retaining wall, the following calls: S. 37° 26' E. 58.59 feet to a pipe; thence, S. 41° 05' E. 49.96 feet to a pipe; thence, S. 45° 41' E. 52.64 feet to a pipe; thence, S. 53° 16' E. 42.21 feet to a pipe; thence, S. 64° 01' E. 334.40 feet to an iron pipe on the North side of wall at its East end; thence continuing with the Bilbrey line, S. 18° 38' W. 29.65 feet to the point of the BEGINNING, and containing by survey, 14.271 acres, of which 0.988 acre lies within the prescriptive rights-of-way of Virginia State Route No. 94 and Virginia State Route 1001, making a net conveyance of 13.283 acres, as shown by a survey by J. L. Zeh, C.L.S. No. 1186, dated December 15, 1988, Survey No. 6533-A, entitled "THE TOWN OF FRIES, VA."; and being a part of that property conveyed by Deed dated August 29, 1986, from Fries Textile Company to Riegel Textile Corporation, as shown by Deed recorded in the Clerk's Office of the Circuit Court of Grayson County, Virginia, in Deed Book 217 at Page 771; and the Grantor herein, Mount Vernon Mills, Inc., acquired said property by Articles of Merger, dated June 1, 1987, of Riegel Textile Corporation into Mount Vernon Mills, Inc., as shown by copies of the Articles of Merger recorded in the Clerk's Office of the Circuit Court of Grayson County, Virginia, in Deed Book 225 at Page 742; reference to the aforesaid survey and Deeds being hereby made for a more complete description and for chain of title to the property herein conveyed.

The aforesaid property is conveyed subject to valid recorded easements for electric lines, telephone lines, water and sewer easements, of record in the Clerk's Office

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of the Circuit Court of Grayson County, Virginia; and further conveyed subject to an easement for purpose of ingress and egress over a certain road leading off of Virginia Route No. 94 for two entrances, through a portion of the property herein referred to to the canal used in conjunction with the hydroelectric system, that was reserved by Fries Textile Company in the aforesaid Deed recorded in Deed Book 217 at Page 724, Grayson County Circuit Court Clerk's Office, to which reference is further made for the terms thereof and incorporated by reference herein.

It is further understood between the Grantor and Grantee that portion of 0.988 acre lying within the prescriptive rights-of-way of Virginia State Route No. 94 and Virginia State Route 1001, is owned by the Commonwealth of Virginia and is not conveyed by this Deed.

As evidenced by the Grantee's acceptance and recordation of this Deed, and as a further consideration for this conveyance, the said Grantee covenants and agrees to be responsible for any environmental damage, fines, penalties, clean-up costs, and any other costs that have been incurred in the past or may be incurred in the future, including but not limited to, third-party liability that may arise from leaks, seepage, or spills occurring in connection with the storage or dispensing of regulated substances or hazardous wastes on the heretofore described premises; during or prior to the ownership of Grantor and the said Grantee further covenants and agrees to save and hold harmless the Grantor herein from any and all of such claims.

The said Grantee herein agrees to pay any special taxes for the conveyance that would be due on behalf of the Grantor and by virtue of Code Section 58.1-811(3)(4),

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AR100216

HEFF & CAUGHELL
ATTORNEYS AT LAW
DALAS, VIRGINIA

wherein this Deed is exempt from recording fees by the laws of the Commonwealth of Virginia, as the Grantee herein having assumed the Grantor's tax, and the Grantee herein being a Virginia Municipal Corporation and is exempt from taxation.

WITNESS the following signatures and seals.

MOUNT VERNON MILLS, INC.

By: [Signature] (SEAL)
President

Attest: [Signature] (SEAL)
Secretary



STATE OF SOUTH CAROLINA,

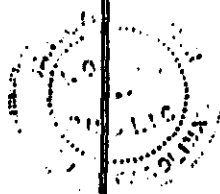
COUNTY OF GREENVILLE, to-wit:

I, Carolyn H. Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that ^{Joseph} ~~JAMES~~ L. JENNINGS, President, and E. G. COCHRANE, II, Secretary, of MOUNT VERNON MILLS, INC., whose names are signed to the foregoing writing bearing date of December 22, 1988, have acknowledged the same before me in my County and State aforesaid.

Given under my hand and official seal this 22nd day of December, 1988.

Carolyn H. Smith
Notary Public

My Commission Expires: October 28, 1995



#2662
VIRGINIA, Grayson County to-wit
In the office of the Clerk of the Circuit Court the 23 day of
Dec 1988 this deed was presented and with
the certificate enclosed, admitted to record at 11:43 A. M.
The taxes in the amount of _____ by Section
881-002 of the Code have been paid.
[Signature]

VERIFIED
DELIVERED

DEC 23 1988

Alan H. Caudell

NEFF & CAUDELL
ATTORNEYS AT LAW
SALAZ, VIRGINIA

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AR100217

THIS DEED, Made this 29th. day of August, 1986, by and between FRIES TEXTILE COMPANY, a Delaware Corporation authorized to do business in the Commonwealth of Virginia, Party of the First Part and RIEGEL TEXTILE CORPORATION, Party of the Second Part:

W I T N E S S E T H:

That for and in consideration of the sum of TEN (\$10.00) and NO/100 DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and other valuable consideration, the said Party of the First Part, by and through its authorized officers as hereinafter shown, does hereby grant and convey, with General Warranty and Modern English Covenants of Title, in fee simple, unto the Party of the Second Part, all of that property and/or interest in said property as located in Grayson County and Carroll County, Virginia, and described as follows:

Being all the property owned and/or titled in the name of Fries Textile Company, located in Grayson and Carroll Counties, Virginia, comprised of all property of any kind and nature owned by Fries Textile Company at the time of the execution of this document EXCEPT those tracts and/or water rights and other interests as hereinafter shown as being excepted from this conveyance. Reference is made to Deed Book 163, page 236, Clerk's Office, Circuit Court of Grayson County, Virginia, dated 12/31/76, from Washington Weaving Company to Fries Textile Company, and also to Deed Book 176, page 125, dated June 29, 1979, from R. A. Gilbert, Trustee for Washington Mills Company, et als., to Fries Textile Company, and other Deed Books of record, for a more definite description and chain of title of the property herein referred to and/or excepted.

EXCEPTED AND NOT INCLUDED IN THE ABOVE CONVEYANCE are those tracts and/or water rights described as follows:

NO. 1: Being those tracts and/or parcels of land shown on a certain plat dated 7/23/86 shown as being prepared for "Fries Textile Company" by Dudley & Zeh, Certified Land

-1-BOOK 217 PAGE 771

AR100218

Surveyors No. 6170. Said tracts shown to contain 2.69 acres, more or less; 5.92 acres, more or less, of which 0.52 acre lies within the R/W of Va. Rte. 94; and 1.75 acres, more or less, located on the south side of New River.

There is also excepted any and all generating equipment as located on said property above referred to and all rights in and to the dam which is connected to the above property and on New River.

NO. 2: Being that tract located in the Town of Fries, Providence Magisterial District of Grayson County, Virginia, shown to contain 0.71 acre, more or less, by survey of Donald V. Semones, Certified Land Surveyor No. 1159, dated April of 1975, and a portion of the same property as conveyed by deed of 12/31/76, from Washington Weaving Company to Fries Textile Company, and recorded in Deed Book 163, page 236. It being understood that this is just one of the tracts under the above referred to deed and is further more fully described in a deed of 3/13/76 from McDowell Development Corporation to Washington Weaving Company and recorded in the above Clerk's Office in Deed Book 160, page 942.

NO. 3: There is further excepted from the above conveyance all the water rights and/or easements for purposes of use in connection with generating electric power with reference to the above property and all water rights with reference to the above dam, together with the appurtenances thereunto belonging to flood, back water upon parcels of others, which rights were acquired by previous deeds. Reference is made to those rights acquired by F. H. Fries and W. C. Ruffin and which were conveyed to Washington Mills Company by deed of June 18, 1901, and shown by Deed Book 31, page 15, and being all the same water rights, privileges and appurtenances owned heretofore by the said Washington Mills Company, subsequently conveyed by deed of November 3, 1973, from Washington Group,

Inc., to Washington Weaving Company, shown by deed recorded in Deed Book 156, page 178, and as more fully set out in a certain deed dated 12/31/76 from Washington Weaving Company to Fries Textile Company and recorded in the above Clerk's Office in Deed Book 163, page 236. Reference is made to the above deeds, plats and other documents for a more definite description of the water rights herein excepted.

BY WAY OF EXPLANATION: All of the above property, water rights and other interests in said property as herein referred to are presently titled in the name of Fries Textile Company, a subsidiary of Riegel Textile Corporation. This deed conveys all property owned and/or titled in the name of Fries Textile Company to Riegel Textile Corporation, with the exception of those tracts as more fully referred to and described on the above plat by Dudley & Zeh dated 7/23/1986. In addition, there is further excepted and not conveyed by this deed all water rights owned by Fries Textile Company and as are more fully described and set out in a certain deed mentioned above and recorded in Deed Book 163, page 236. It being understood that these water rights are excepted as well as all rights to the dam and other property as referred to and used in connection with the generation of electric power by said Company.

It is further understood that the Party of the First Part retains an easement for purposes of ingress and egress over a certain road leading off of Highway 94 from two entrances through a portion of the property herein referred to, to the "Canal" used in conjunction with the hydroelectric system. Said road being approximately 12 ft. in width and extending two entrances from Highway 94 to a common road to said "Canal". This easement is more fully shown by a rough sketch not drawn to scale by E. G. Cochrane, dated 8/20/86, and copies of which

are retained by all parties to this deed for purposes of a more definite description as to the easement herein retained.

BY WAY OF FURTHER EXPLANATION: The conveyance herein referred to is a conveyance from a subsidiary corporation to a parent corporation, and qualifies for non-recognition of gain or loss under the Internal Revenue Code of 1954, as amended, and as more fully allowed and referred to in Section 58.1-811 of the Code of Virginia, as amended. The taxes imposed by Section 58.1-801 and 58.1-803 of the Code of Virginia, as amended, do not apply to this deed.

IN TESTIMONY WHEREOF, the said Party of the First Part, Fries Textile Company, has caused these presents to be executed on its behalf by D. J. Stevens, its President, and its corporate seal to be hereto affixed and duly attested by James M. Spinner, its Secretary, both of said officers being duly authorized by appropriate resolution and authority by said corporation to make the above referred to transfer this 27th day of August, 1986.

FRIES TEXTILE COMPANY

By D. J. Stevens
President

ATTEST:

James M. Spinner
Secretary

CORPORATE SEAL:

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AR100221

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE, TO-WIT:

The foregoing instrument was acknowledged before me
this 29th day of August, 1986, on behalf of the
above referred to corporation by D. J. Stevens
its President, and James M. Spinner, as Secretary
respectively of said corporation, whose names are signed to the
foregoing deed and who further acknowledge that they have been
authorized to execute this instrument and that all appropriate
corporate requirements had been made for the purpose of said
execution.

Carolyn H. Smith
Notary Public

My commission expires: October 28, 1995

#1589

VIRGINIA, Grayson County, to-wit:
In the office of the Clerk of the Circuit Court the 11 day of
Sept., 1986, this deed was presented and with
the certificate annexed, admitted to record at 1:30 P. M.
The taxes in amount of _____ imposed by Section
58-54.1 of the Code have been paid.

Remond G. Gentry Deputy Clerk

VERIFIED
DELIVERED

SEP 11 1986

H. D. Turner

BOOK 217 PAGE 775

AR100222

DEED OF BARGAIN AND SALE

THIS DEED OF BARGAIN AND SALE, dated as of the 31st day of December, 1976, by and between WASHINGTON WEAVING COMPANY, a North Carolina corporation (Grantor), and FRIES TEXTILE COMPANY, a Delaware corporation (Grantee), provides:

FOR AND IN CONSIDERATION OF \$10 and other valuable consideration, receipt of which is hereby acknowledged, and subject to the easements, conditions, restrictions, and agreements referred to herein, the Grantor hereby grants and conveys with general warranty and English covenants of title unto the Grantee all those certain pieces or parcels of real property located in Grayson County, Virginia, containing in the aggregate 21.81 acres, more or less, more particularly described on Exhibit "A" attached hereto, recorded herewith, and made a part hereof.

AND FURTHER, the Grantor hereby grants and conveys with special warranty of title unto the Grantee all water rights appurtenant to the within mentioned real property, as the Grantor may have and be entitled to convey.

This conveyance is made subject to all recorded easements, conditions, restrictions and agreements as they may lawfully apply to the real estate hereby conveyed or any part thereof.

WITNESS the following signature and seal.

WASHINGTON WEAVING COMPANY

[Signature]
President

[Corporate Seal]

ATTEST:

[Signature]
Assistant Secretary

AR100223

STATE OF VIRGINIA

City of Richmond to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that John D. Siewers and George W. Fulk, the President and Assistant Secretary, respectively, of Washington Weaving Company, whose names are signed to the foregoing deed dated as of December 31, 1976, have each acknowledged the same before me in my jurisdiction aforesaid, on behalf of the Corporation.

Given under my hand and seal this 3rd day of December, 1976

My commission expires: June 15, 1978

Doni L. Siedarth
Notary Public

AR!00224

Tracts No. 1 and 2 lying and being in the Town of Fries, in the Providence Magisterial District of Grayson County, Virginia, and more fully described as follows, to-wit:

TRACT NO. 1: BEGINNING at a point in the centerline of State Highway No. 94; thence with the centerline of said State Highway No. 94, the following calls: N. 43° 42' E. 719.58 feet; N. 38° 01' E. 98.82 feet; N. 24° 56' E. 80.91 feet; N. 12° 40' E. 281.58 feet; N. 4° 36' W. 20.71 feet; N. 19° 48' E. 68.35 feet; N. 47° 21' E. 70 feet; N. 71° 10' E. 66.15 feet; N. 89° 20' E. 73.04 feet; S. 76° 09' E. 74.72 feet; S. 62° 06' E. 95.04 feet; S. 60° 27' E. 90.44 feet; S. 79° 29' E. 75.24 feet; N. 80° 56' E. 113.44 feet; N. 85° 00' E. 91.58 feet; S. 73° 15' E. 61.30 feet; S. 61° 25' E. 79.33 feet; S. 50° 37' E. 128.40 feet; S. 63° 33' E. 74.70 feet; S. 81° 42' E. 85.89 feet; N. 87° 54' E. 68.12 feet; S. 87° 31' E. 101.91 feet; thence S. 37° 26' E. 35.72 feet to an axle on the north side and at the west end of a concrete wall; thence with the line of a retaining wall the following calls: S. 37° 26' E. 58.59 feet; S. 41° 05' E. 49.96 feet; S. 45° 41' E. 52.64 feet; S. 53° 16' E. 42.21 feet; S. 64° 01' E. 334.40 feet to an iron stake on the north side of wall at east end; thence S. 18° 38' W. 29.65 feet to an iron pipe on the bank of New River; thence N. 73° 18' W. 191.50 feet to a stake; thence N. 85° 40' W. 253.81 feet to a stake; thence N. 20° 42' W. 72.07 feet to a stake; thence N. 74° 28' W. 88.65 feet to a stake; thence S. 83° 31' W. 333.33 feet to an iron stake; thence S. 56° 32' W. 137.56 feet to a stake; thence S. 71° 49' W. 148.07 feet to a stake; thence S. 71° 52' W. 216.79 feet to a sycamore; thence N. 88° 30' W. 92 feet to an iron stake; thence S. 55° 08' W. 198.22 feet to a cross on a rock; thence S. 69° 05' W. 152.53 feet to a stake; thence S. 49° 21' W. 289.65 feet to a point at edge of wall at water level; thence N. 83° 31' W. 44.93 feet to a point on the edge of wall on water level; thence S. 54° 31' W. 109.33 feet to a point on edge of dam abutment; thence S. 45° 54' W.

EXHIBIT A CONT'D

24.66 feet to a point on edge of dam abutment; thence S. 52° 46' W. 203.93 feet to an iron pipe; thence N. 36° 44' W. 152.30 feet to an axle 15 feet southwest of corporate sign of Town of Fries; thence N. 36° 44' W. 25.87 feet to the point of the BEGINNING; and containing 20.03 Acres, as shown by a survey by D. B. Dudley, C. L. S. No. 1125, dated December 13, 1973, (which survey includes the 25-foot section of the right of way for State Highway No. 94, lying on the Southern side of the centerline of that road, and when the area conveyed the Commonwealth of Virginia for this right of way is subtracted from the total acreage shown on the survey above, it leaves a balance of 18.51 acres actually owned by the Washington Weaving Company, as calculated by D. B. Dudley, C. L. S. No. 1125, on December 20, 1976;) and as shown by a recorded plat thereof, recorded in Map Book No. 1, at Page 46; [Plat Book No. 1 called for, Grayson County Clerk's Office] and being a part of Tract No. 1 conveyed by deed dated November 3, 1973, by Washington Group, Inc., formerly Washington Mills Company, to Washington Weaving Company, as shown by a deed recorded in the Clerk's Office of Grayson County, Virginia, in Deed Book 155, at Page 384-388; reference to the aforesaid survey and deed being hereby made for a more complete description and for chain of title to the tract herein conveyed.

TRACT NO. 2: BEGINNING at an iron stake in the western right of way line of State Highway No. 94 and at its intersection with the right of way of the Norfolk & Western Railway right of way line; thence leaving the line of said road, S. 76° 24' W. 160.86 feet to an iron stake in the right of way line of State Highway No. 94; thence with the right of way line of State Highway No. 94, N. 49° 24' W. 158.14 feet to an iron stake; thence N. 31° 04' E. 137.18 feet to an iron stake in the southern line of a private road;

L. HARVEY NEFF, JR.
ATTORNEY AT LAW
BALAZ, VIRGINIA

EXHIBIT A CONT'D

thence with the line of said private road, S. 72° 43' E. 34.13 feet to an iron stake in the right of way line of State Highway No. 94; thence with the right of way line of said Highway No. 94, S. 45° 06' E. 244.30 feet to the point of the BEGINNING; and containing 0.71 (71/100) Acre, as shown by a survey by Donald V. Semons, C. L. S. No. 1159, dated April, 1975; and being the same property conveyed Washington Weaving Company by deed dated March 13, 1976, by McDowell Development Corporation, which deed is of record in the Clerk's Office of Grayson County in Deed Book 160, at Pages 942-945; reference to aforesaid survey and deed being hereby made for a more complete description and for chain of title to the tract herein conveyed.

L. HARVEY NEFF, JR.
ATTORNEY AT LAW
SALAS, VIRGINIA

AR100227

EXHIBIT A CONT'D

TRACT NO. 3: Lying and being in the Town of Fries, Providence Magisterial District of Grayson County, Virginia, and more fully described as follows, to-wit:

BEGINNING at an iron pin set in the eastern right of way line of Washington Drive; thence leaving that right of way line, N. 87° 01' E. 166.90 feet to an iron pipe; thence N. 75° 25' E. 19 feet to iron pipes (found), a corner to Lot No. 10; thence with the dividing line between Lots No. 10 and 11, S. 04° 34' 35" E. 147.63 feet to an iron pin set in the northern right of way line of Carroll Drive; thence with that right of way line of Carroll Drive, S. 84° 15' W. 45.33 feet to an iron pin; thence continuing therewith, S. 88° 11' W. 151.67 feet to an iron pin set at the intersection of Carroll Drive and Washington Drive; thence with the eastern right of way line of Washington Drive, N. 00° 11' E. 121.72 feet to an iron pin; thence continuing therewith, N. 01° 26' W. 21.28 feet to the point of the BEGINNING and being all of Lots No. 11 and 12 of the Washington Park Subdivision, as shown by a survey dated December 20, 1976, by D. B. Dudley, C. L. S. No. 1125; and being the same property conveyed Washington Weaving Company by deed dated November 3, 1973, by Washington Mills Company, of record in the Grayson County Clerk's Office in Deed Book 155, at Page 384; reference is also made to a plat recorded in Map Book 1, at Page 157, in the aforesaid Clerk's Office.

This property is subject to a 10-foot wide utility easement running along the back portion of the lots and running with the calls, N. 87° 01' E. 166.90 feet to an iron pin; and thence N. 75° 25' E. 19 feet to an iron pin, as more fully shown on the aforesaid survey by D. B. Dudley, dated November 3, 1973.

Reference to the aforesaid survey and deed being hereby made for a more complete description and for chain of title to the

L. HARVEY NEFF, JR.
ATTORNEY AT LAW
DALAZ, VIRGINIA

AR100228

tract herein conveyed.

TRACT NO. 4 (New Description) Lying and Being in the Oldtown Magisterial District of Grayson County, Virginia, and more fully described as follows, to-wit:

BEGINNING at a point at the edge of New River; thence leaving said river, S. 50° 00' E. 128.28 feet to an iron stake; thence S. 39° 00' W. 513.20 feet to an iron stake and a corner to the property of Franklin Real Estate Company, formerly E. S. Funk; thence N. 48° 44' W. 163.73 feet to a point in the edge of said New River; thence with the line of same, N. 41° 23' 37" E. 247.67 feet to a point in the southeastern dam abutment; thence continuing with New River, N. 44° 27' 37" E. 262.70 feet to the point of the BEGINNING; and containing 1.75 Acres, as by a survey by D. B. Dudley, C. L. S. No. 1125, as shown by a revised plat dated December 28, 1976; and being a part of Tract No. 1 conveyed Washington Weaving Company by deed dated November 3, 1973, by Washington Group, Inc., formerly Washington Mills Company, as shown by a deed recorded in the Clerk's Office of Grayson County, Virginia, in Deed Book 155, at Pages 384-388; reference to the aforesaid survey and deed being hereby made for a more complete description and for chain of title to the tract herein conveyed.

WATER RIGHTS

All the water rights lying and being in the County of Grayson, on the south side of New River, which is in the Oldtown Magisterial District of Grayson County, Virginia, and on the north side of the river, which is in the Town of Fries, Providence Magisterial District of Grayson County, Virginia, together with a dam connecting a 2-acre tract of land lying on the south side of the river in the Oldtown Magisterial District to a 20.03-acre tract of land lying in the Town of Fries, Providence Magisterial District, and as more fully shown by a plat thereof recorded in Map Book 1, at Page 46, [Plat Book 1 called for], which right to construct said dam was granted by the Grayson County Court on the 6th day of June, 1901, recorded in Order Book 13, at Page 128, together with the appurtenances thereto belonging to flood, back water upon the parcels of others, which rights were acquired by F. H. Fries and W. C. Ruffin, and which were conveyed to Washington Mills Company by deed dated June 18, 1901, and as shown by deed recorded in Deed Book 31, at Page 15, and being all the same water rights, privileges and appurtenances owned by said Washington Mills Company, which were conveyed by deed dated November 3, 1973, from Washington Group, Inc., successor to Washington Mills Company to Washington Weaving Company, as shown by deed recorded in Deed Book 156, at Page 178-181, Grayson County Clerk's Office; and reference being hereby made to the aforesaid plat, court order, deeds and including the deeds of Washington Mills Company wherein said rights were acquired, for a more complete description and for chain of title to the water rights, privileges and appurtenances herein conveyed; provided, however, that only such of the above described rights as are appurtenant to Tracts No. 1 and 4 described above are hereby conveyed.

L. HARVEY HEFF, JR.
ATTORNEY AT LAW
SALAS, VIRGINIA

only first & last page of
merger agreement copied -

CLERK'S OFFICE
CIRCUIT COURT, GRAYSON COUNTY, GA. 2.2.1987

RECEIVED OF *W. D. Newman*
FOR REDEMPTION OF THE FOLLOWING DEED

DEED NO.	49229
DATE OF DEED	6-1-87
GRANTOR	<i>Richard M. Hille, Jr.</i>
GRANTEE	<i>W. D. Newman</i>
STATE TAX	13.00
COUNTY TAX	
TOTAL	13.00

DATE OF DEED 6-1-87

RECEIVED OF *Richard M. Hille, Jr.*

GRANTEE *W. D. Newman*

STATE TAX 13.00

COUNTY TAX

TOTAL 13.00

DEED NO. 49229

DATE OF DEED 6-1-87

ROBERT M. MORTON, JR.

Robert M. Morton, Jr.

CLASS OF MERGER
MERGING
CORPORATION (A DE CORP.)
INTO
INC. (A NY CORP.) SURVIVOR

THE STATE DEPARTMENT OF REVENUE AND TAXATION
AT 9:13 O'CLOCK A. M. AS IN COMPANY

ON DEED
AT 22.00

BALTIMORE CITY 4th

THE STATE DEPARTMENT OF REVENUE AND TAXATION OF MARYLAND



BOOK 225 PAGE 742 A 233138

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF REVENUE AND TAXATION

AND THE STATE DEPARTMENT OF REVENUE AND TAXATION OF MARYLAND

STATE OF MARYLAND

7
2-17-87

AR 00231

Exhibit B

Greenville, South Carolina
June 1, 1987

THIS IS TO CERTIFY THAT the following is a true copy of a resolution adopted by the Board of Directors of Riegel Textile Corporation at a meeting duly called and held in Greenville, South Carolina on Sunday, December 28, 1986 at which a quorum was present and acted:

RESOLVED That the merger of the Corporation with and into Mount Vernon Mills, Inc. effective June 1, 1987 be and is hereby approved;

FURTHER RESOLVED That the officers of the Corporation be and are hereby authorized and directed to execute and deliver all such documents, agreements, certificates and instruments, and to take all such other actions as in their sole discretion may be deemed necessary or appropriate, to carry out and effectuate the intent of the foregoing resolution.

THIS IS TO FURTHER CERTIFY THAT this resolution is still in full force and effect as of the date of this certification.

E. D. McNamee
Secretary of the Meeting

#1538

VIRGINIA, Grayson County to-wit
in the office of the Clerk of the Circuit Court the 27 day of
July 1987, this deed was presented and with
the certificate annexed, admitted to record at 4:05 P.M.
The taxes in amount of _____ imposed by Section
58.1-802 of the Code have been paid.

Wm. H. Gentry, Jr.

VERIFIED
DELIVERED
H. D. Turner
JUL 27 1987

BOOK 225 PAGE 748 0232

RICK BOUCHER
9TH DISTRICT, VIRGINIA

COMMITTEES
ENERGY AND COMMERCE

JUDICIARY
SCIENCE, SPACE, AND TECHNOLOGY

ASSISTANT MAJORITY WHIP



Congress of the United States
House of Representatives
Washington, DC 20515

July 20, 1990

Mr. J.L. Jennings
President
Mount Vernon Mills
P.O. Box 3478
Greenville, South Carolina 29602

RECEIVED
JUL 21 1990
ROUTING
CORRESPONDENCE

Dear Mr. Jennings:

I am writing to express my concern regarding the recent discovery of polychlorinated biphenyls (PCBs) and other contaminated materials at the now defunct textile mill in Fries, Virginia. I understand that after failing to find a buyer for the mill in 1988, your company gave the mill as a gift to the Town of Fries.

Following the recent finding of hazardous wastes, it was reported that cleanup of the mill would cost approximately \$250,000. The Town of Fries does not have access to funds sufficient to remove the wastes. Although the deed assigns responsibility for environmental hazards to the Town of Fries, federal authorities under the Comprehensive Environmental Response Compensation and Liability Act (Superfund) may assign liability for the cleanup to anyone in the ownership chain of the mill. After reviewing the situation, I believe that Mount Vernon is more likely to be held legally accountable for the hazardous waste disposal than the Town. Without regard to the matter of ultimate legal responsibility, in the interest of fairness to the Town of Fries, I would urge Mount Vernon to take voluntary steps to remove the wastes.

I would greatly appreciate hearing from you. Thanking you in advance for your time and attention in this matter, I am

Sincerely,

Rick Boucher
Member of Congress

RB/re

AR100233

WASHINGTON OFFICE
430 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-3861

CONSTITUENT SERVICE OFFICES
188 EAST MAIN STREET
ARLINGTON, VA 22216
(703) 628-1148

311 SHAWNEE AVENUE, EAST
BIG STONE GAP, VA 24218
(703) 623-6490

112 NORTH WASHINGTON AVENUE
P.O. BOX 1288
FALLS CHURCH, VA 22041
(703) 990-4310



MOUNT VERNON MILLS, INC.

Joseph L. Jennings, Jr.
President

January 12, 1989

The Honorable Sanford W. Byrd
Mayor
Town of Fries
P. O. Box 452
Fries, Virginia 24330

Dear Sanford:

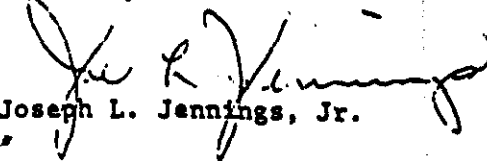
Thank you for your letter of December 30, 1988.

Our intent was to protect Mount Vernon from any further environmental liability on the mill property. While the clause in the deed went further than this, it did support the actions we took in abandoning the mill and then deeding the mill to you when you requested it.

As Ned Cochrane has told you, we do remain responsible for any hazardous waste on the property up to December 22, 1988 as far as the federal government is concerned. However, we are not aware of any contamination of this type being on the property when it was deeded to the Town.

Please advise the various State agencies of this, and if they need more assurance from us, ask them to contact us. Perhaps if we arranged for an environmental site assessment, at our expense, this would satisfy their concerns.

Sincerely,


Joseph L. Jennings, Jr.

JLJJr:bem



MOUNT VERNON MILLS, INC.

Joseph L. Jennings, Jr.
President

July 26, 1990

The Honorable Frederick Boucher
United States House of Representatives
Washington, DC 20515

Dear Congressman Boucher:

Thank you for your letter of July 20, 1990.

Prior to your letter, we were unaware that "hazardous wastes" had been found at the textile mill we formerly owned in Fries, Virginia. Some time ago, we received a phone call from a newspaper reporter located near Fries regarding a consultant's report on the facility that mentioned hazardous materials. We asked for but never received a copy of this report. Early in 1989 we received a letter from a Fries town employee regarding the presence of PCBs and asbestos at the facility. The only possible presence of PCBs to our knowledge would be in the main transformer for the mill building. When the town took over the building, this transformer was in full service supplying necessary power to the building, so any PCBs inside the transformer would not be considered waste. Further, we are unaware of any federal requirements to take this transformer out of service. With respect to asbestos, we do not believe any asbestos "waste" would be present, since the only presence of asbestos would be in insulation for steam piping and the boilers, which insulation is still in use. This property has never been used as a dump site.

No other communication or correspondence has been received regarding hazardous materials. In short, we had no information or reason to believe that hazardous wastes were present at the Fries textile mill. The Town of Fries has previously been written a letter to this effect (copy enclosed).

We would appreciate your sending us any details you or the Town of Fries may have regarding hazardous waste at our former facility in Fries. We can then properly respond to your request. Please be assured that we understand our responsibilities under the SUPERFUND law and will comply with any of its provisions that are found to be applicable here. Should you have further questions, please contact Mr. Ned Cochran, our Corporate Secretary, Legal Counsel, and Environmental Compliance Officer, at (803) 233-4151.

Sincerely,

Joseph L. Jennings, Jr.

Enc.

One Shelter Place, Suite 700, P. O. Box 3478, Greenville, S. C. 29602, Tel: 803-233-4151
AR100235