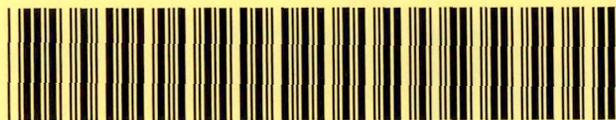


1492IHSSF1112



DocumentID NONCD0002855

Site Name PATTERSON PROPERTY

DocumentType Correspondence (C)

RptSegment 1

DocDate 11/28/2012

DocRcvd 11/28/2012

Box SF1112

AccessLevel PUBLIC

Division WASTE MANAGEMENT

Section SUPERFUND

Program IHS (IHS)

DocCat FACILITY



North Carolina Department of Environment and Natural Resources
Division of Waste Management

Beverly Eaves Perdue
Governor

Dexter R. Matthews
Director

Dee Freeman
Secretary

November 28, 2012

Mr. Douglas Miller
Roanoke Rapids Graded School District
536 Hamilton Street
Roanoke Rapids, NC 27870

Re: Inactive Hazardous Waste Sites Priority List
Patterson Property
Roanoke Rapids, Halifax County

Dear Mr. Miller:

The site listed above has been included on the October 2012 Inactive Hazardous Waste Sites Priority List (Priority List) in accordance with North Carolina General Statutes Section 130A-310.2. The Priority List is a list of sites where uncontrolled disposal, spills, or releases of hazardous substances have been identified. A special priority system (North Carolina Administrative Code Title 15A Subchapter 13C Section 0.200) is used to rank the sites in decreasing order of danger to public health and the environment.

This letter is being sent to you to fulfill our statutory duty to notify those who own and those who at present are known to be responsible for each site on the Priority List. A copy of the Priority List with each site's rank appearing in the right-hand column is available at <http://portal.ncdenr.org/web/wm/sf/sfavailabledocs> under the Site Inventory heading. This list is in alphabetical order by site name to make it easier for you to locate your score.

Any responsible party that has not already done so, must take the initial abatement actions required under North Carolina groundwater quality regulations (15A NCAC 2L). Pursuant to 15A NCAC 2L .0106(b), any person conducting or controlling an activity which results in the discharge of a waste or hazardous substance to the groundwater of the State, or in proximity thereto, shall take immediate action to terminate and control the discharge, and mitigate any hazards resulting from exposure to the pollutants. Pursuant to 15A NCAC 2L .0106(c), if groundwater standards have been exceeded, a responsible party must take immediate action to eliminate the source or sources of contamination. Beyond initial abatement actions, all assessment and cleanup will be done through the Inactive Hazardous Sites Response Act (N.C.G.S. 130A-310) authority.

Under the Inactive Hazardous Sites Response Act, persons who move forward to assess and clean up contamination, without being compelled to do so through formal legal action filed against them, are called "volunteers." To participate in the Inactive Hazardous Sites Branch's voluntary cleanup program, you will be required to enter into an administrative agreement with the Branch. If a responsible party or owner wishes to voluntarily perform a site cleanup, they should first complete a Site Cleanup Questionnaire available at <http://portal.ncdenr.org/web/wm/sf/sfavailabledocs> under the Forms heading. The voluntary cleanup will proceed through the Registered Environmental Consultant Program or under direct oversight by the Branch Staff, as discussed below.

The Branch has a privatized oversight arm of the voluntary cleanup program known as the Registered Environmental Consultant ("REC") program. Based on the responses provided on the questionnaire (degree of hazard and public interest in the site), the Branch will determine whether a staff person or an REC will perform the oversight and approval of your assessment and cleanup action. Please note that having one or more of the conditions identified on the questionnaire does not necessarily preclude the site for qualifying for an REC-directed cleanup action.

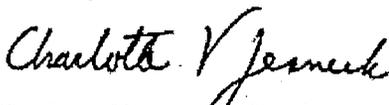
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If the Branch determines that the site should be assessed and cleaned up with direct State oversight, it will not be eligible for a REC-directed cleanup. Rather, the cleanup action will receive direct oversight by Branch staff.

Failure of a responsible party to take the initial abatement steps required in 15A NCAC 2L may result in the assessment of a civil penalty against that responsible party. In addition, the Branch may seek an injunction compelling compliance with the initial abatement steps required in 15A NCAC 2L. For future work beyond the initial abatement steps required pursuant to 15A NCAC 2L, a unilateral Order may be issued pursuant to N.C.G.S. 130A-310.3 to compel assessment and cleanup.

If you have any questions, you may contact Bruce Parris, Western Regional Supervisor at (704) 235-2185, John Walch, Eastern Regional Supervisor at (919) 707-8356 or me at (919) 707-8327. You can view a Branch regional map at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsregmap> to determine if your site lies in the western or eastern region. Those who are interested in reviewing the Superfund Section's files on any of these sites may contact Scott Ross at (919) 707-8272, to schedule an appointment. You may also contact Mr. Ross if you do not have access to the internet and would like to request a copy of the Priority List be mailed to you.

Sincerely,



Charlotte V. Jesneck, Head
Inactive Hazardous Site Branch
Superfund Section



North Carolina Department of Environment and Natural Resources
Division of Waste Management

Beverly Eaves Perdue
Governor

Dexter R. Matthews
Director

Dee Freeman
Secretary

December 13, 2011

Mr. Douglas Miller
Roanoke Rapids Graded School District
536 Hamilton Street
Roanoke Rapids, NC 27870

Re: Inactive Hazardous Waste Sites Priority List
Patterson Property
Roanoke Rapids, Halifax County

Dear Mr. Miller:

The site listed above has been included on the October 2011 Inactive Hazardous Waste Sites Priority List (Priority List) in accordance with North Carolina General Statutes Section 130A-310.2. The Priority List is a list of sites where uncontrolled disposal, spills, or releases of hazardous substances have been identified. A special priority system (North Carolina Administrative Code Title 15A Subchapter 13C Section 0.200) is used to rank the sites in decreasing order of danger to public health and the environment.

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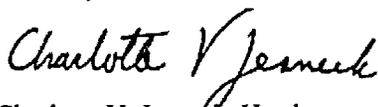
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If you have any questions, you may contact Bruce Parris, Western Regional Supervisor at (704) 235-2185, John Walch, Eastern Regional Supervisor at (919) 707-8356 or me at (919) 707-8327. You can view a Branch regional map at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsregmap> to determine if your site lies in the western or eastern region. Those who are interested in reviewing the Superfund Section's files on any of these sites may contact Scott Ross at (919) 707-8272, to schedule an appointment. You may also contact Mr. Ross if you do not have access to the internet and would like to request a copy of the Priority List be mailed to you.

Sincerely,



Charlotte V. Jesneck, Head
Inactive Hazardous Site Branch
Superfund Section

CVJ/slbb(SPLMERGELTR_2011.DOCX)



North Carolina Department of Environment and Natural Resources
Division of Waste Management

Beverly Eaves Perdue
Governor

Dexter R. Matthews
Director

Dee Freeman
Secretary

July 27, 2011

Mr. Douglas Miller
Roanoke Rapids Graded School District
536 Hamilton Street
Roanoke Rapids, NC 27870

Re: Inactive Hazardous Waste Sites Priority List
Patterson Property
Roanoke Rapids, Halifax County

Dear Mr. Miller:

The site listed above has been included on the October 2010 Inactive Hazardous Waste Sites Priority List (Priority List) in accordance with North Carolina General Statutes Section 130A-310.2. The Priority List is a list of sites where uncontrolled disposal, spills, or releases of hazardous substances have been identified. A special priority system (North Carolina Administrative Code Title 15A Subchapter 13C Section 0.200) is used to rank the sites in decreasing order of danger to public health and the environment.

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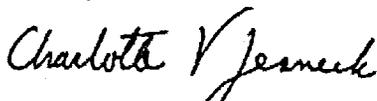
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If the Branch determines that the site should be assessed and cleaned up with direct State oversight, it will not be eligible for a REC-directed cleanup. Rather, the cleanup action will receive direct oversight by Branch staff.

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If you have any questions, you may contact Bruce Parris, Western Regional Supervisor at (704) 235-2185, John Walch, Eastern Regional Supervisor at (919) 508-8485 or me at (919) 508-8460. You can view a Branch regional map at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsregmap> to determine if your site lies in the western or eastern region. Those who are interested in reviewing the Superfund Section's files on any of these sites may contact Scott Ross at (919) 508-8475, to schedule an appointment. You may also contact Mr. Ross if you do not have access to the internet and would like to request a copy of the Priority List be mailed to you.

Sincerely,



Charlotte V. Jesneck, Head
Inactive Hazardous Site Branch
Superfund Section

CVJ/slbb(SPLMERGELTR_2010.DOCX)



North Carolina Department of Environment and Natural Resources
Division of Waste Management

Beverly Eaves Perdue
Governor

Dexter R. Matthews
Director

Dee Freeman
Secretary

MEMORANDUM

Date: February 25, 2010

To: Scott Ross

From: Wade Kirby – NCDENR/DWM/SF/IHSB

RE: Patterson Property, Roanoke Rapids, NONCD 0002858

STATE FILE

Please make a new file for this site. Property Owner/RP information is as follows:

Roanoke Rapids Graded School District
536 Hamilton Street
Roanoke Rapids, NC 27870

The site information is as follows:

Patterson Property
900 Jefferson Street
Roanoke Rapids, Halifax County
NONCD 0002858

Kirby, Wade

To: Walch, John
Subject: Patterson Property - Roanoke Rapids, Halifax Co - NONCD 0002855

John,

In regards to the subject site, we sent the REC eligibility letter to property owner on January 13, 2009. I was contacted by their attorney in early March 2009 and granted them an 120 day extension to reply as they requested. The attorney said the school board had a budget short fall and could not afford to put any funds into this project at the time. I believe the real estate transaction had an indemnity clause for the Bibbs Company (the seller); however, they have filed for bankruptcy.

To date additional assessment has not been received from the school; however, we did receive a letter from their attorney saying they plan to sell the property.

In regards to the news article, the site is in fact contaminated at levels unsafe. As far as I know, the school is trying to protect the public by limiting access including the Boys Scouts.

Thank You,

*Stephen Wade Kirby, PE, PG
Environmental Engineer II
Inactive Hazardous Sites Branch
Superfund Section
NC Division of Waste Management
(919) 508-8469*

Schools tell Boy Scouts: Move

*By Todd Wetherington
Daily Herald Staff Writer*

ROANOKE RAPIDS — Tensions between members of a local Boy Scout troop and the Roanoke Rapids Graded Schools District continued to mount Wednesday concerning the troop's use of a meeting hut directly behind Roanoke Rapids High School, an area owned by the school district and currently deemed unsafe due to possible soil and water contamination from the Patterson Mill site.

In a May 27 letter from Roanoke Rapids Schools Maintenance Director Doug Miller to Boy Scout Troop 146 Assistant Scout Leader Ronnie Spence, the group was advised "... you may no longer use the Boy Scout hut on the school system property located at 900 Jefferson St., Roanoke Rapids, N.C., for any reason." The letter goes on to state that the school system would be willing to allow the troop to use the armory beside the high school to store the contents of the hut. If the troop does not do this of their own accord, the letter states "The school system will move everything out of the hut on our property on June 29, 2009 and will transfer it to the armory. It is unclear when, if at all, the Boy Scout Hut would be available to you in the future." According to the letter, the school system is willing to donate the hut if the troop agrees to move it to another location.

In a phone interview with the Daily Herald yesterday, RRGSD Superintendent Dennis Sawyer addressed the issue. "We asked several months ago they no longer use the hut, under the direction of the environmental agency that is assessing the property and the school board attorney, until environmental assessments could be conducted... We did offer them the opportunity to relocate, at our expense actually. We told them nicely they shouldn't meet there anymore and they pretty much disregarded our recommendations and have been meeting there anyway."

Wednesday evening, members of Troop 146 met with Miller and RRGSD Public Information Officer Ann Phillips in front of the hut to discuss the letter and the troop's concerns over the motivation behind the school district's recent actions.

Gathered in a semi-circle in front of the hut, troop members listened as Miller explained due to recently confirmed contamination levels on the site reported to be above EPA standards, the school district could not allow the troop to meet on the site until further studies are done. Miller said the group which conducted the study recently confirmed its preliminary findings via phone but he had received no written confirmation as of yet.

Addressing the contamination concerns Assistant Scout Leader Randy Ferguson asked, "I was a Scout here when I was 10 years old. The mill here had the same contaminants, then nothing's changed. Why is this an issue now?"

Phillips stated that environmental regulations have become stricter over the years, adding the demolition work on the mill site several years ago may have led to contamination that did not previously exist. "Roanoke Rapids City Schools doesn't want the Scouts hurt," stated Phillips. "This is land we are responsible for. We have to be cautious."

Phillips noted, due to the contamination levels, the school was forced to close the parking area beside the hut as well. "This isn't something we made up," she stated. "The results have affected us as well as you."

"I'm sorry if you feel like you've been slighted," added Miller. "I'm trying to give you all the information we have."

According to Spence, the hut, which sits on approximately three quarters of an acre of land, was built in 1938 and has served generation upon generation of Scouts. Spence said Troop 146 meets at the hut once a week for approximately an hour and a half.

Several troop members asked about the possibility of the school district donating the land to the Boy Scouts, thus exonerating the district of responsibility for the troop's safety. Phillips explained the issue could be brought before the school board, but for now, the consensus was they should no longer meet on the site.

Following Phillips' admission the studies were carried out after the site was selected as a possible home for a new Manning Elementary school, the topic of conversation quickly turned to the school district's future plans for the land, with many of the troop members expressing their concerns over what they see as the district's less-than-honorable intentions.

"They want this property; they want the AMVET property (adjacent to the hut); I think they want the entire block," stated Ferguson.

"This is nothing but greed and property. They want all this land for one reason, some grandiose idea that someone has about the future," said Mike Garris.

"I could handle this better if they would just be honest and say 'We want to put a school here' instead of trumping up contamination charges," added a clearly angry Spence. "This is just a lot of backdoor backstabbing about how to get the Scouts out of here."

Phillips responded she was unaware of any hidden agenda on the school district's part, stating the safety of the community was foremost in their minds.

"If that's true," shot back troop member Chris Martin, a Roanoke Rapids High School student, "then what about the football field just across the street? Did the contamination magically stop at the road? Has that field or the buildings beside it been tested?"

While Phillips said she was unaware of any tests on the main school grounds, she assured Martin the area was safe.

Although Miller and Phillips explained the armory building is protected by surveillance cameras, Spence said moving the hut's contents there was not an option. "That's not a safe place for kids. They had to close off the second floor. I was a National Guard member; I know what went on in that armory."

Many in the troop believe the problems began after they attempted to make improvements to the hut by adding additional storage space. Spence said he discussed the plans with Miller and was given approval after receiving a building permit. "They saw us making improvements and they knew we would draw attention to ourselves," said Spence, "that's when they started with all this contamination stuff. If we had left it at the status quo, this wouldn't have happened."

Spence said if the school district does force the Scouts off the premises it will very likely spell the end for the longest continuously running troop in Halifax County. "We're scared of losing our existence."

My father helped build this hut. Thousands of boys have come through here. I grew up here and I want my grandchildren to come here.”

“This is an historic building that means a lot to the community. I would hate to see it torn down. If our stuff is taken out that’s exactly what will happen,” added Spence’s wife, Fay.

For many of the troop members, the building represents more than just a meeting place. “This is part of our heart,” said Martin. “In the future, members can come down the road with their grandchildren and say ‘I grew up there.’ It would be devastating to me if we lost this. It holds a place very deep for me.”

According to Spence, when the property was originally sold to the school system by Patterson Mill, the troop attempted to lease the land, but was instead told they could use the property for as long as they wished. “It was a gentlemen’s agreement I guess,” snickered Spence. “We’ve been here since 1938. We’ve maintained this property, cutting tree limbs, mowing the grass, raking leaves. The way I see it this is Boy Scout property, it just legally happens to belong to the school.”

The troop members plan to take up their cause during the June 9 school board meeting. “We’ll definitely be there,” said Spence. “We have to do something. If we don’t get an extension before the twenty-ninth, we’re out of here.”

In the event the troop is displaced, Ferguson offered, “We’re resourceful. We’ll do something; we’re Scouts.”

Inactive Hazardous Sites Inventory General Information

Close

Use record selector buttons at bottom to check other records meeting the queried site name.

Use Shift F9 to view another record.

ID #	Site Name	Date Added
NONCD0002855	PATTERSON PROPERTY	12/2/2008
Address	Inventory Categories	Incident Data (8/07)
900 JEFFERSON ST		
City	Contaminants	Land Use Restrictions
ROANOKE RAPIDS		
County	Attributes	Recorded Notices
HALIFAX		
Latitude	Geolocation Method	
36.4565900000	ON SCREEN PLACEMENT ON GEOREFERENCED MAP	
Longitude		
-77.6529500000		

Will your name be in the newspaper?

*by Della Batts
The Daily Herald Staff Writer*

HALIFAX — If you haven't paid your 2009 property taxes, you might want to make it a point to visit the tax department very soon, unless you don't mind seeing your name in the newspaper.

Halifax County commissioners approved advertising tax liens starting the week of April 19, this year at their Tuesday meeting. This will cost the county \$14,000.

In another matter, Roanoke Rapids Graded School District Director of Maintenance Doug Miller offered commissioners the option to buy a portion of the Patterson property that includes the Scout Hut.

That property has been the center of controversy for more than six months, since soil contamination issues came to the surface, prompting the district to shut down the Hut. Boy Scout Troop 146 had met in that building for generations.

The district has been in negotiations with adjacent property owner, the AMVETS, who have expressed an interest in buying the property for the Scout troop, but the county held first option to refuse.

Commissioners respectfully declined the offer, but J. Rives Manning reminded Miller the Scout Hut is on the National Register of Historic Buildings and that it should be maintained. Miller said he would pass the message on.

Public Utilities requested a change order of \$48,000 to extend an 8-inch water main 3,700 feet on Thirteen Bridges Road to provide services to two homes and a church. Commissioner Chair Charles Pierce asked what criteria are used to determine where water lines go.

Director Gwen Matthews said a petition from property owners and the availability of funds were usually the criteria. "I was just wondering where you draw the line and say this is not cost efficient," said Pierce, "But you really don't have any criteria."

Matthews agreed, but said the measure had to be approved by USDA after commissioners said yes. Commissioners did OK the measure.

Commissioners approved the Halifax County Library's application for a library planning grant for \$20,000. The grant requires no match. According to Ginny Orvedahl, a consultant will be hired to produce a plan and guidelines for future operations of library services.

There was a lot of debate, but Commissioners decided going green is the way to go. The Court Complex, Agricultural Complex, Library, Health Department, Jail Administration, Historic Courthouse, Public Works and Planning and permits will be fitted with HVAC equipment energy management system, and lighting will be replaced if a \$200,000 grant to N.C. Department of Commerce ARRA funds goes through. Operations Director Ed Johnson said the move will produce a 25 percent yearly savings for the county. The project includes developing an Energy Savings Committee to monitor progress and come up with other "go-green" ideas.

"Who's going to be on the committee?" asked Commissioner Marcelle Smith.

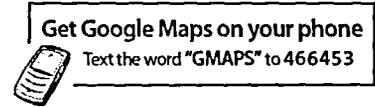
“Hopefully people who know what they’re doing!” replied Johnson. “This is not just electric, this includes automobiles and everything else.

Commissioner Gene Minton had questions about audits and procedures for the grant. Johnson informed him there would be audits and if the county didn’t meet goals, some of the money may have to be paid back.

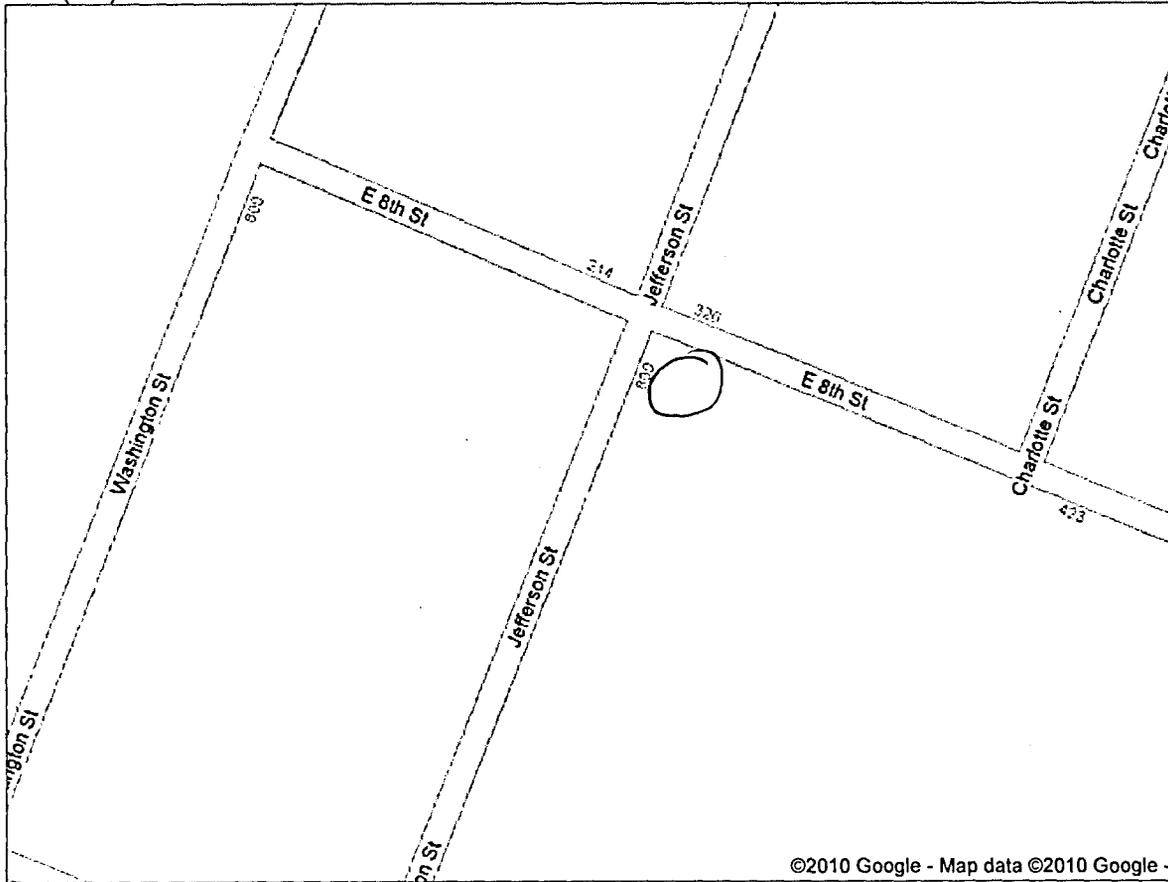
Minton wanted to know if the county would be doing this without the grant. Johnson replied, “No sir, we would like to, and would do as the money is available.”

Commissioners approved the grant application, but Minton was against it, “I’m not voting against you. There’s just too many intangibles for me.”

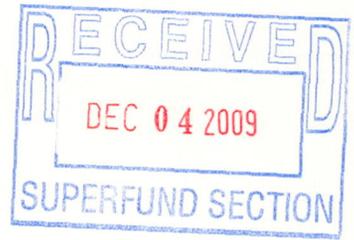
Google maps Jefferson st &



A. Valley Contractors
740 Jefferson Street, Roanoke Rapids, NC -
(252) 537-3093



December 3, 2009



Stephen Wade Kirby
Environmental Engineer II
Inactive Hazardous Site Branch
NC DWM – Superfund Section
1646 Mail Service Center
Raleigh, North Carolina 27699-1646

**Re: Patterson Mills Site – Roanoke Rapids
(NONCD0002855)**

Dear Mr. Kirby:

As you will recall, my firm represents the Roanoke Rapids Graded School District with regard to the above-referenced property. I wanted to update you on my client's plan with regard to this site. They are planning for the property to be a part of the Brownfields Program and, thus, are currently pursuing a purchaser for the property. In the meantime, the safety measures put in place that I e-mailed you about on May 18, 2009, remain in place.

Please let me know if you have any questions or concerns at this point, and I will continue to keep you updated on progress towards a Brownfields Agreement.

Best regards,

THARRINGTON SMITH, LLP.

Kathleen P. Tanner Kennedy

KPTK/dsb

cc: Dennis Sawyer, Superintendent
Doug Miller, Director of Maintenance and Transportation
Terry Kennedy, GRI

Patterson Mills Site- Roanoke Rapids

Kathleen Tanner Kennedy [ktanner@tharringtonsmith.com]

Sent: Monday, May 18, 2009 1:11 PM
To: Kirby, Wade
Cc: millerd.co@rrgsd.org; sawyerd.co@rrgsd.org; Rod Malone [rmalone@tharringtonsmith.com]
Attachments: Roanoke Rapids, Patterson ~1.DOC (22 KB)

Mr. Kirby:

To follow up on our conversation regarding steps that have been taken by the school system at this property to protect the public, please see the following:

(1) The main part of property was already fenced in, but the school system added additional fencing which prevents the public access to the walking trail that was used by folks in the community. The school system also alerted the County recreation department to the concerns regarding the walking trail and told them that they should inform folks that call that the trail is no longer open to the public. Someone would have to jump the fence to get to the walking trail now.

(2) The school system purchased and put up iron rods and orange construction fence at all the entrance and exits to the property to prevent car access.

(3) The school system put up 2 dozen no trespassing signs on the property and on the fence.

(4) The school system issued a press release to newspaper on 3.20.09 alerting the public to the situation (see attached).

(5) The boy scout troop (which had a hut on the property) was told to relocate and has in fact relocated to another location outside the property.

(6) The school system moved student parking and activity buses off the lot. (The parking was the only use of the property by students.).

To our knowledge, no one from the public is currently accessing the site.

Please let me know if you have any additional questions. Thank you.

Best,

Kathleen

Kathleen P. Tanner Kennedy, Esq.
Tharrington Smith, LLP
209 Fayetteville Street
P.O. Box 1151
Raleigh, North Carolina 27602
Telephone: (919) 821-4711
Mobile: (919) 818-5922
Fax: (919) 829-1583

Connected to Microsoft Exchange



Inbox (185 Items, 1 Unread)

Help

New | | Reply | Reply to All | Forward

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Arrange by: Date | New

Today

- Stanley, ... 12:4...
RE: Superior Pro...
- Kathleen... 11:4...
RE: Roanoke Ra...
- Stanley, ... 10:3...
RE: Superior Pro...
- Chapma... 9:36...
Reminder: Enha...

Yesterday

- Capetan... Wed ...
Supplemental In...
- Kathleen... Wed ...
Roanoke Rapids...
- Stanley, ... Wed ...
RE: Superior Pro...
- Reynold... Wed ...
RE: Greetings
- Stanley, ... Wed ...
Superior Products

Tuesday

- Finlator, ... Tue ...
RE: Barbour Boa...
- Galamb,... Tue ...
NCAEP dinner m...
- Thomas,... Tue ...
Beacon
- Wilkins, ... Tue ...
telework renewa...
- Wilkins, ... Tue ...
telework renewa...
- Hinton, ... Tue ...
Help is on the w...
- Reynold... Tue ...
RE: Greetings
- Microsof... Tue ...
Undeliverable: U...
- Susan.R... Tue ...

Items 1 to 50 of 185

RE: Roanoke Rapids- Patterson Property (NONCD0002855)

You replied on 5/14/2009 1:00 PM.

Kathleen Tanner Kennedy [ktanner@tharringtonsmith.com]

Sent: Thursday, May 14, 2009 11:39 AM
To: Kirby, Wade
Cc: Rod Malone [rmalone@tharringtonsmith.com]

Attachments: RR, Patterson, Contract b~1.PDF (396 KB) [Open as Web Page]

Mr. Kirby:

According to our bankruptcy attorneys, Womble Carlyle (in Delaware), the deadline for governmental agencies to file a proof of claim in the Dan River/Bibb bankruptcy is July 29, 2009. I can send you a sample proof of claim form if you like. Please see paragraph 7 of the attached purchase contract between Bibb Company and my client. (Bibb is now a subsidiary of Dan River.). Let me check to see if I am able to send you some other documents I have tending to show Bibb company is a responsible party.

Best,

Kathleen

Kathleen P. Tanner Kennedy, Esq.
Tharrington Smith, LLP
209 Fayetteville Street
P.O. Box 1151
Raleigh, North Carolina 27602
Telephone: (919) 821-4711
Mobile: (919) 818-5922

Roanoke Rapids- Patterson Property (NONCD0002855)

Kathleen Tanner Kennedy [ktanner@tharringtonsmith.com]

Sent: Wednesday, May 13, 2009 12:04 PM

To: wade.kirby@ncmail.net

Cc: tdk@geologicalresourcesinc.com; millerd.co@rrgsd.org; sawyerd.co@rrgsd.org; Rod Malone [rmalone@tharringtonsmith.com]

Mr. Kirby:

This email follows our telephone conversation of earlier today regarding the above-referenced property. Thank you for agreeing to grant my client an additional 180 day extension, up to and including 12/9/09, to respond to your letter of 1/13/09. I appreciate it and will keep you updated in the meantime as this matter progresses. I will also send you an email regarding the steps that have been taken by the school system thus far to protect the public.

Best regards,

Kathleen

Kathleen P. Tanner Kennedy, Esq.
Tharrington Smith, LLP
209 Fayetteville Street
P.O. Box 1151
Raleigh, North Carolina 27602
Telephone: (919) 821-4711
Mobile: (919) 818-5922
Fax: (919) 829-1583

Telephone Log

To: Kathleen Tanner Kennedy, Tharrington Smith, LLP
Attorney for Roanoke School District

From: Wade Kirby, NCDENR/DWM

Date: 5/13/2009

Re: Patterson Property, Roanoke Rapids, Halifax County

Tharrington Smith represents the Roanoke Rapids Graded School District. Kathy wanted to update me on the progress of the Patterson Property and requested an extension of 180 days. She had two things going on with the property they are trying to resolve.

They are using Geological Resources, Inc (GRI) to complete the assessment work.

Kathy said they are attempting to set up a meeting with Bessinger and Garrison's (B&G) attorney. The school bought the property from the Bibb Company for \$500,000. In turn, the school paid for the environmental assessment; however, the Bibb Company controlled the contract with the environmental company. B&G was hired to do the work and was directed by the Bibb Company. The school wants B&G to help pay for the site assessment by GRI. According to Kathy, the school district does not have any funding to complete the site assessment.

Kathy said the Bibb Company has also filed for bankruptcy. Claims must be filed within the next month and they are working on a claim against the Bibb Company.

Kathy said they would have a better picture on how to fund the assessment in about 2 months and this is why they are requesting the extension.

I told Kathy as long as there is not an imminent danger and nobody is being exposed to site contaminants, I will grant the extension. Nobody is being exposed to the groundwater and she thinks site access has been restricted by fencing. She is to follow up with an email.

Patterson Mill Property

Wants extensions:

GRI helping -

- Report has been done
- They are trying to get w/ 1997 - w/ former property owner - may not have been that comprehensive

Bonnie & Janice - meetings -
to discuss whether

Bitt is bankrupt now -

School District has bankruptcy attorney
meeting w/ Bitt on duty, covered from other cases

filed deadline w/in month

→ Requests 180 day extension as long as
public is protected & there is not an imminent danger

School - paid Bitt company to do environmental
assessment - completed by Bitt

~~The Kennel~~ Tharington Smith is setting up meeting
w/ Bitt's attorney - to see if Bitt will pay
for additional assessment -
content = if they did env. assessment
so school would know what they were buying into

Subject: Roanoke Rapids- Patterson Property (NONCD0002855)

From: "Kathleen Tanner Kennedy" <ktanner@tharringtonsmith.com>

Date: Mon, 02 Mar 2009 14:47:21 -0500

To: <wade.kirby@ncmail.net>

CC: <tdk@geologicalresourcesinc.com>, <millerd.co@rrgsd.org>, <sawyerd.co@rrgsd.org>, "Rod Malone" <r Malone@tharringtonsmith.com>

Mr. Kirby:

This email follows our telephone conversation of 2/12/09 on this matter, in which you agreed to grant my client an extension of 120 days from that date to respond to your letter of 1/13/09 so that we may, among other things, pursue our options with regard to the prior owner of the property. By my calculation, our new response date is therefore 6/12/09. I very much appreciate your cooperation in this matter, and I look forward to working with you.

Please feel free to call me at 919.821.4711 if you have any questions or concerns in this matter.

Best regards,

Kathleen

Kathleen P. Tanner Kennedy, Esq.
Tharrington Smith, LLP
209 Fayetteville Street
P.O. Box 1151
Raleigh, North Carolina 27602
Telephone: (919) 821-4711
Mobile: (919) 818-5922
Fax: (919) 829-1583

*Kathleen Kennedy
919 821-4711
Patterson Property
Rapid School 251
early Dec
Patterson Property
Patterson Property
Patterson Property*

Bibb's Company

UNITED STATES POSTAL SERVICE

ROCKY MOUNT
NC 27821
15 JAN 2009 PM

First Class Mail
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USPS
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160117607631

WADE KIRBY
NCDENR/DWM/SUPERFUND/IHSB
401 OBERLIN ROAD - SUITE 150
RALEIGH NC 27605



RECEIVED
JAN 16 2009
SUPERFUND SECTION



50

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7008 0150 0000 3075 1311
 MR DOUGLAS MILLER
 ROANOKE RAPIDS GRADED SCHOOL DISTRICT
 536 HAMILTON STREET
 ROANOKE RAPIDS NC 27870


 2. Article Number
 (Transfer from service label)

7008 0150 0000 3075 1311

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 X *Helen Wallace* Agent
 Addressee

B. Received by (Printed Name)

Helen Wallace

C. Date of Delivery

*15/01/09*D. Is delivery address different from item 1? Yesif YES, enter delivery address below: No

3. Service Type

-
- Certified Mail
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- Express Mail
-
-
- Registered
-
- Return Receipt for Merchandise
-
-
- Insured Mail
-
- C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes



North Carolina Department of Environment and Natural Resources

Dexter R. Matthews, Director

Division of Waste Management

Michael F. Easley, Governor
William G. Ross Jr., Secretary

CERTIFIED MAIL

January 13, 2009

Mr. Douglas Miller
Roanoke Rapids Graded School District
536 Hamilton Street
Roanoke Rapids, NC 27870

**Re: NOTICE OF REGULATORY REQUIREMENTS FOR CONTAMINANT ASSESSMENT
AND CLEANUP.**

Patterson Property
900 Jefferson Street
Roanoke Rapids, Halifax County, NC
NONCD0002855

Dear Mr. Miller:

Thank you for submitting the Site Cleanup Checklist/Questionnaire (Questionnaire) for the above subject site (Site). The Branch has completed its review of the Questionnaire and determined that the Site can be cleaned up through the REC ("Registered Environmental Consultant") Program without direct oversight by Branch Staff.

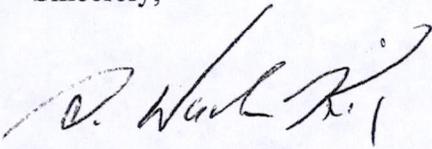
Note that, if you have not already done so, you must take the initial abatement actions required under 15A NCAC 2L, Groundwater Classifications and Standards. Pursuant to 15A NCAC 2L .0106(b), any person conducting or controlling an activity which results in the discharge of a waste or hazardous substance to the groundwaters of the State, or in proximity thereto, shall take immediate action to terminate and control the discharge, and mitigate any hazards resulting from exposure to the pollutants. Pursuant to 15A NCAC 2L .0106(c), if groundwater standards have been exceeded, you must take immediate action to eliminate the source or sources of contamination. Beyond initial abatement actions, all assessment and remediation will be done through the Inactive Hazardous Sites Response Act ("IHSRA"), codified under N.C. Gen. Stat. § 130A-310.

Under the IHSRA, to receive approval of the assessment and clean up at the Site, you must enter into an administrative agreement with the Branch. Since the Branch has determined that the Site can be cleaned up through the REC Program, execution of an REC-Administrative Agreement (AA) is required. The procedures for entering into an REC-AA are attached. If you have any questions regarding these procedures or the REC Program, please contact the REC Program Manager, Kim Caulk, at (919)508-8451 or visit the REC Program website at <http://www.wastenotnc.org/SFHOME/recprog.htm>.

If we do not receive a response from you within the next 60 days indicating your willingness to enter an REC-AA, the Branch will take further action to prioritize the Site. Failure to take the initial abatement steps required in 15A NCAC 2L may result in the assessment of a civil penalty against you. In addition, the Branch may seek an injunction compelling compliance with the initial abatement steps required in 15A NCAC 2L. For future work beyond the initial abatement steps required pursuant to 15A NCAC 2L, a unilateral Order may be issued pursuant to § 130A-310.3 to compel assessment and cleanup. In addition, if you choose not to conduct a cleanup voluntarily, the site may be referred to the United States Environmental Protection Agency ("EPA"). If so referred, EPA will screen the site for Federal enforcement action under the Federal Superfund Program, established under the Comprehensive Environmental Responsibility, Compensation, and Liability Act ("CERCLA").

If you have additional questions about the requirements that apply to your site, please contact me at (919) 508-8469.

Sincerely,



S. Wade Kirby, PE, PG Environmental Engineer II
Inactive Hazardous Sites Branch
Superfund Section

Enclosure: REC-AA Procedures

cc: files

Kim Caulk, NCDENR/DWM/SFS/IHSB

Site Cleanup Questionnaire

Remediating parties interested in volunteering should prepare this form with the assistance of an environmental consultant. All cooperative parties are eligible for Branch-approved remedial actions. Answer all questions, based on current information, and provide written descriptions where needed.

NCDENR Site Name, City and County Patterson Mill Property, Roanoke Rapids, Halifax County

1. Is the site located on or immediately adjacent to residential property, schools, day-care centers or other sensitive populations? Y N
If yes, please explain on a separate page.
2. What is the distance (from site property line) to the nearest residence, school or day-care center? Please attach a map showing the site and nearest residence, school or daycare center. _____
3. Is the site completely surrounded by a locked fence? Y N
If no, please explain security measures at the site on a separate page.
4. Are site surface soils known to be contaminated? Y N
If yes, or unknown, describe briefly on a separate page.
5. Is site groundwater known to be contaminated? Y N
If yes, or unknown, describe briefly on a separate page.
6. Is site sediment or surface water known to be contaminated? Y N
If yes, or unknown, describe briefly on a separate page.
7. Has groundwater contamination affected any drinking water wells? Y N
If yes, or unknown, please explain on a separate page.
8. What is the distance to the nearest downgradient drinking water well? > than 1 mile
9. What is the distance to the nearest downstream surface water intake? > 1 than mile
10. Are hazardous vapors, air emissions or contaminated dust migrating into occupied residential, commercial or industrial areas? Y N
If yes, or unknown, please explain on a separate page.
11. Have hazardous substances known to have migrated off property at concentrations in excess of Branch unrestricted-use remediation goals? Y N
If yes, or unknown, please explain on a separate page.
12. Has the local community expressed concerns about contamination at the site? Y N
If yes, or unknown, please explain on a separate page.
13. Based on current information, are there any sensitive environments located on the property (sensitive environments are identified in the Remedial Investigation Work Plans section of the IHSB " Guidelines for Assessment and Cleanup "at www.wastenotnc.org/sfhome/stateleadguidance.pdf)? Y N
If yes, or unknown, please explain on a separate page.

14. Based on current information, has contamination from the site migrated into any sensitive environments? Y N

If yes, or unknown, please explain on a separate page.

15. Do site contaminants include radioactive or mixed radioactive and chemical wastes? Y N

If yes, or unknown, please explain on a separate page.

Remediating Party Certification Statement

After first being duly sworn or affirmed, I, Douglas Miller, hereby state that: I am over the age of eighteen, I am competent to make this certification based upon my own personal knowledge and belief, and, to the best of my knowledge and belief, after thorough investigation, the information contained herein is accurate and complete. I am aware that there are significant penalties for willfully submitting false, inaccurate or incomplete information.

Douglas Miller
(Signature of Remediating Party Representative)

1-8-09
(Date)

Douglas Miller Director of Maintenance
(Printed Name and Title of Remediating Party Representative)

Roanoke Rapids Graded School District
(Printed Name of Company)

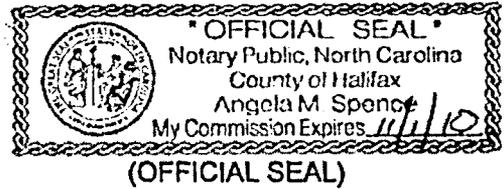
STATE OF NC

COUNTY OF Halifax

I, Angela M. Spence, a Notary Public of said County and State, do hereby certify that Douglas Miller personally appeared before me this day, produced proper identification in the form of Dr. License, was duly sworn and/or affirmed, and declared that he or she is the owner of the property referenced above or is a duly authorized agent of said owner and that, to the best of his or her knowledge and belief, after thorough investigation, the information contained in the above certification is accurate and complete, and he or she then signed this Certification in my presence.

WITNESS my hand and official seal the 8 day of Jan., 2009.

Angela M. Spence
Notary Public (signature)



My commission expires: 11/1/10

Environmental Consultant Certification Statement

After first being duly sworn or affirmed, I, W. SCOTT BALL, hereby state that: I am over the age of eighteen, I am competent to make this certification based upon my own personal knowledge and belief, and, to the best of my knowledge and belief, after thorough investigation, the information contained herein is accurate and complete. I am aware that there are significant penalties for willfully submitting false, inaccurate or incomplete information.

W. Scott Ball

(Signature)

1/06/09

(Date)

W. Scott Ball; RSM

(Printed Name)

Geological Resources, Inc.

(Printed Name of Environmental Consultant)

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Alice W. Denton, a Notary Public of said County and State, do hereby certify that W. Scott Ball personally appeared before me this day, produced proper identification in the form of Drivers licence, was duly sworn and/or affirmed, and declared that he or she is an environmental consultant for the property referenced above and that, to the best of his or her knowledge and belief, after thorough investigation, the information contained in the above certification is accurate and complete, and he or she then signed this Certification in my presence.

WITNESS my hand and official seal the ad 6 day of January, 2009.

Alice W. Denton

Notary Public (signature)

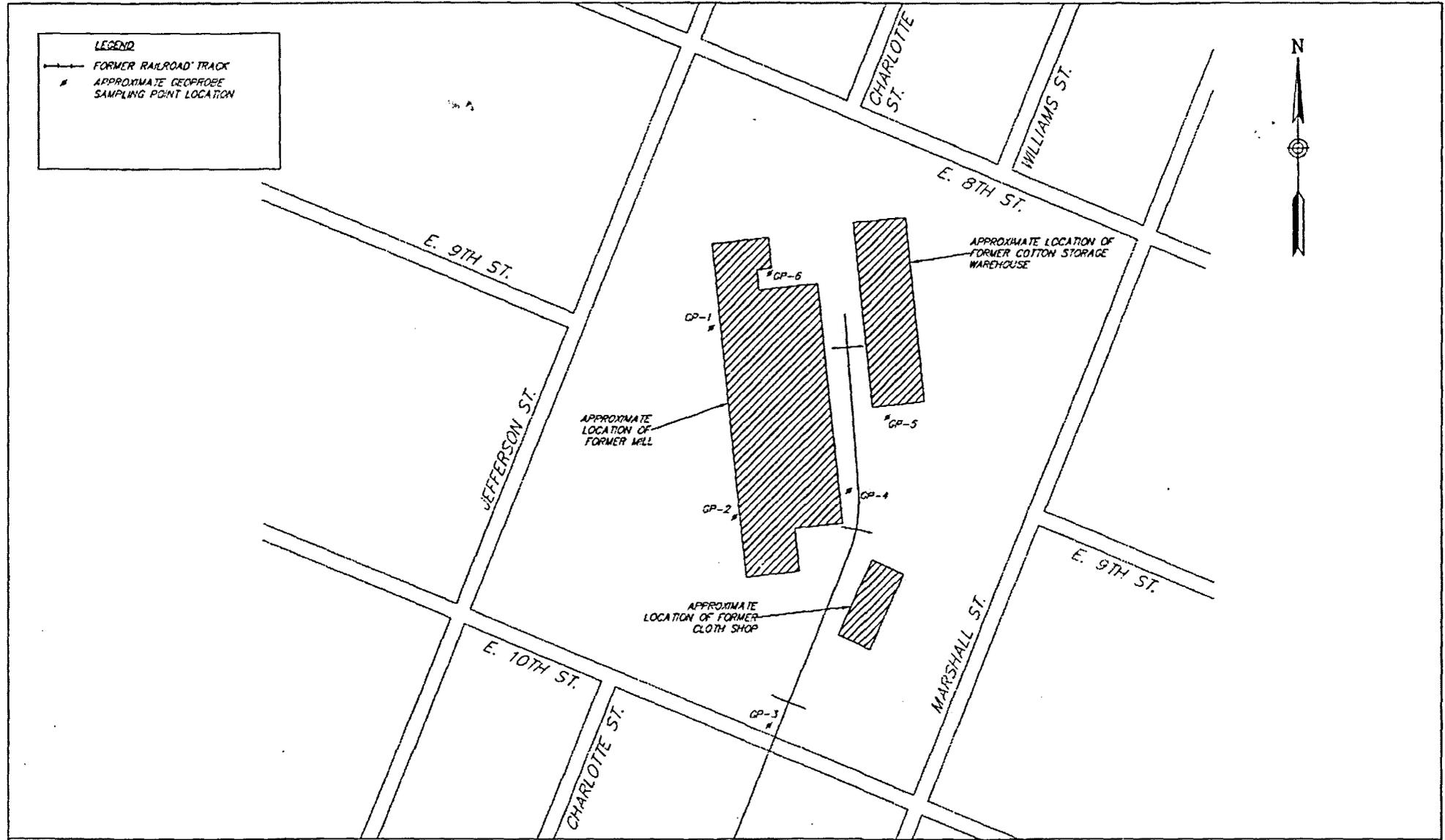


(OFFICIAL SEAL)

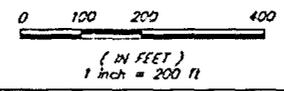
My commission expires: 3/8/2010

LEGEND

- FORMER RAILROAD TRACK
- APPROXIMATE GEOPROBE SAMPLING POINT LOCATION



Geological Resources, Inc.



GEOPROBE MAP

PATTERSON PROPERTY
900 Jefferson Street
ROANOKE RAPIDS, HALIFAX, NC

Date: 11/03/08 Drawn by CDY/AWB Figure: 3

Subject: Full page fax print.pdf - Adobe Reader
From: "Doug Miller" <millerd.co@rrgsd.org>
Date: Tue, 13 Jan 2009 09:44:09 -0500
To: "'Wade Kerby'" <wade.kirby@ncmail.net>
CC: "'Dennis J Sawyer'" <sawyerd.co@rrgsd.org>

Wade,

Item #2.

The Patterson mill is located less than ½ mile from the high schools main campus. The site is surrounded by houses on the east north and west sides and business on the south side.

If you have any questions please call.

Douglas Miller
Director of Maintenance and Transportation
Roanoke Rapids City Schools
536 Hamilton Street
Roanoke Rapids, NC 27870
Phone 252-519-7121

Full page fax print.pdf	Content-Type: application/pdf Content-Encoding: base64
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TABLE 2
SUMMARY OF LABORATORY ANALYSES - GROUND WATER SAMPLES
PATTERSON PROPERTY

Analytical Method →		EPA Method 8260										EPA Method 8270	EPA Methods 3010/6010B or 245.1							
Contaminant of Concern →		Trichlorofluoromethane	Acetone	1,1-Dichloroethene	Iodomethane	Methylene Chloride	Methyl Tertiary Butylether	1,1-Dichloroethane	2-Butanone	Chloroform	1,1,1-Trichloroethane	Diethylphthalate	Silver	Arsenic	Barium	Cadmium	Chromium	Lead	Selenium	Mercury
Well ID	Date Collected																			
MAC (µg/l)		2,100	700	7	NS	4.6	200	70	NS	70	200	5,000	17.5	50	2000	1.75	50	15	50	1.05
GP-1	9/9/2008	<0.14	4.26I	<0.23	<0.18	0.500IV	<0.12	<0.19	1.30I	0.290I	<0.15	1.70IV	12.7I	32.3	451	<0.32	506	404	14.3I	0.173I
GP-2		0.400I	3.60I	4.22	<0.18	0.710IV	0.490I	3.44	<0.15	1.72	0.880I	10.0IV	7.81I	54.1I	1,250	0.610I	1,570	630	<59.0	0.247
GP-3		<0.14	14.9	<0.23	<0.18	0.640IV	<0.12	<0.19	<0.15	<0.18	<0.15	3.92IV	12.3I	153	1,210	<0.32	1,300	1,900	<59.0	0.205
GP-4		0.250I	8.83I	<0.23	0.300I	0.650IV	31.5	<0.19	<0.15	0.470I	<0.15	1.68IV	3.89I	51.7I	575	<0.32	1,050	321	<59.0	0.134I
GP-5		<0.14	12.4	0.760I	<0.18	0.640IV	0.640I	<0.19	<0.15	0.530I	<0.15	1.32IV	<1.4	156	2,400	<0.64	1,350	2,680	<59.0	0.901
GP-6		2.98	5.30I	<0.23	<0.18	0.570IV	<0.12	<0.19	<0.15	<0.18	<0.15	1.02IV	2.55I	60.1I	974	<0.32	1,150	735	<59.0	0.270

Notes:

- Results reported in µg/l.
- < : Less than the method detection limit specified in the laboratory report.
- MAC: Maximum allowable concentrations specified in 15A NCAC 02L.0202.
- Results in bold face type exceeded the MACs.
- I: Estimated value; between the MDL and PQL.
- NS: Not specified.

TABLE 1 (Continued)
SUMMARY OF SOIL SAMPLING RESULTS
PATTERSON PROPERTY

Analytical Method		EPA Method 8270																			
Sample ID	Date Collected	Sample Depth (ft BGS)	Naphthalene	Acenaphthene	Dibenzofuran	4-Nitrophenol	Fluorene	Phenanthrene	Anthracene	Carbazole	Fluoranthene	Pyrene	Benzo(a)anthracene	Chrysene	Bis(2-ethylhexyl)phthalate	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(a)pyrene	Indeno(1,2,3-cd)pyrene	Dibenz(a,b)anthracene	Benzo(g,h,i)perylene
Soil-to-groundwater MCCs			0.58	8.2	4.7	NS	44	60	1000	NS	280	290	0.34	38	5.6	1.2	12	0.091	3.3	0.17	6700
IHSB RGs			11.2	740	30	NS	540	NS	4,400	NS	460	460	0.022	22	35	0.22	2.2	0.022	0.22	0.022	NS
GP-1-3'	09/09/08	3	<0.029	0.0360I	<0.038	<0.045	0.0319I	0.450	0.0947I	0.0538I	0.979	0.799	0.504	0.481	<0.031	0.557	0.252	0.493	0.327	0.133	0.353
GP-2-0'		0	0.0385I	0.0827I	0.0506I	<0.046	0.0713I	1.10	0.192	0.174	2.16	1.54	0.961	1.07	<0.031	0.981	0.679	0.867	0.581	0.262	0.574
GP-4-4'		4	<0.028	0.0472I	<0.036	<0.044	<0.030	0.569	0.126I	<0.043	1.49	1.20	0.687	0.732	<0.030	0.869	0.272	0.673	0.493	0.202	0.519
GP-5-7'		7	<0.34	<0.35	<0.43	0.725I	<0.36	1.08I	<0.56	<0.51	2.37	2.49	1.10I	1.47I	0.763I	1.60	0.755I	1.08	0.781I	<0.43	0.849I
GP-6-4'		4	<0.025	0.0442I	<0.032	<0.039	0.0296I	0.394	0.0875I	0.0566I	0.615	0.479	0.258	0.268	<0.026	0.298	0.132	0.239	0.158	0.0712	0.156

Notes:

- Results reported in mg/kg (milligrams per kilogram).
- ft. BGS: feet below ground surface.
- MCCs: Maximum Contaminant Concentrations.
- I: Estimated value between the MDL and PQL.
- NS: Not specified.
- Results in bold face type exceeded the MACs.
- IHSB RGs: Inactive Hazardous Sites Branch Remediation Goals.

Telephone Log

To: Douglas Miller, Roanoke Rapids Graded School District

From: Wade Kirby, NCDENR/DWM

Date: 11/25/2008

Re: Patterson Property, Roanoke Rapids, Halifax County

Old Textile Plant

School Board bought without environmental assessment

Was not sure of when purchase, he was not there – said 5 to 12 years ago

Textile plant was in Norma Rae movie

Extends thirty feet below grade

School did well receptor survey in area because of UST at the High School property – Doug said public water was available and nobody was identified on a well system.

School board bought property because it was adjacent to the school - they want to use for recreational area

Possibility of encapsulating portion of site

They want to move the project into Brownfields program – but City would have to lead in this.

The Mill was bought by the Bibb Company – then another textile company bought the plant – he was not sure who this was but thought they were based out of SC



North Carolina Department of Environment and Natural Resources

Dexter R. Matthews, Director

Division of Waste Management

Michael F. Easley, Governor
William G. Ross Jr., Secretary

November 25, 2008

Mr. Douglas Miller
Roanoke Rapids Graded School District
536 Hamilton Street
Roanoke Rapids, NC 27870

Re: **NOTICE OF REGULATORY REQUIREMENTS FOR CONTAMINANT ASSESSMENT
AND CLEANUP.**

Patterson Propety
900 Jefferson Street
Roanoke Rapids, Halifax County, NC

Dear Mr. Miller:

We received your Phase II Environmental Site Assessment Report, which reports that your site has been contaminated by one or more hazardous substances. Depending on the contaminants involved and whether the contaminants have impacted or may impact groundwater quality, you will be required to assess and cleanup the contamination under one or more cleanup authorities. Regulatory oversight for the assessment and cleanup under all applicable authorities will be provided by the Division of Waste Management through its Superfund Section, Inactive Hazardous Sites Branch ("Branch").

Based on information provided to date, the Inactive Hazardous Sites Response Act ("IHSRA"), codified under N.C. Gen. Stat. § 130A-310, *et seq.*, applies to your site. In addition, initial immediate actions may be required under 15A NCAC 2L, Groundwater Classifications and Standards.

I. ACTIONS REQUIRED AT THIS TIME:

Complete the Site Cleanup Questionnaire.

To comply with the requirements of State law, a Site Cleanup Questionnaire, available on the website noted at the end of this letter, must be completed and returned to this office. The information you provide will be reviewed along with other information to prioritize the site, so please make certain that the information you provide is complete and accurate. Please note that your failure to inform the Branch of any nearby potable wells or other high risk conditions may adversely affect the Branch's ability to identify this site as a higher-risk site.

Take Initial Abatement Actions Required Under 15A NCAC 2L.

If you have not already done so, you must take the initial abatement actions required under 15A NCAC 2L. Pursuant to 15A NCAC 2L .0106(b), any person conducting or controlling an activity which results in the discharge of a waste or hazardous substance to the groundwaters of the State, or in proximity thereto, shall take immediate action to terminate and control the discharge, and mitigate any hazards resulting from exposure to the pollutants. Pursuant to 15A NCAC 2L .0106(c), if groundwater standards have been exceeded, you must take immediate action to eliminate the source or sources of contamination. Beyond initial abatement actions, all assessment and remediation will be done through the IHSRA.

II. FUTURE ASSESSMENT AND CLEANUP ACTIVITIES:

All correspondence regarding this site should be sent to the Branch. Future assessment and cleanup activities (activities conducted after the initial abatement steps required in 15A NCAC 2L) may be conducted through the Voluntary Cleanup Program (discussed below) or pursuant to an Order issued under N.C. Gen. Stat. § 130A-310.3. In addition, if you choose not to conduct a cleanup through the Voluntary Cleanup Program, the site may be referred to the United States Environmental Protection Agency ("EPA"). If so referred, EPA will screen the site for Federal enforcement action under the Federal Superfund Program, established under the Comprehensive Environmental Responsibility, Compensation, and Liability Act ("CERCLA").

III. VOLUNTARY CLEANUP PROGRAM:

Under the IHSRA, persons who move forward to assess and remediate contamination, without being compelled to do so through formal legal action filed against them, are called "volunteers." To participate in the voluntary cleanup program, you will be required to enter into an administrative agreement with the Branch. The voluntary cleanup will proceed through the Registered Environmental Consultant Program or under direct oversight by the Branch Staff, as discussed below:

Agreement to Conduct Assessment and Remediation Through the Registered Environmental Consultant Program.

The Branch has a privatized oversight arm of the voluntary cleanup program known as the Registered Environmental Consultant ("REC") program. Based on the responses provided on the questionnaire (degree of hazard and public interest in the site), the Branch will determine whether a staff person or an REC will perform the oversight and approval of your assessment and cleanup action. Please note that having one or more of the conditions identified on the questionnaire does not necessarily preclude the site for qualifying for an REC-directed cleanup action.

Under the REC program, the volunteer hires an environmental consulting firm, which the State has approved as having met certain qualifications, to implement a cleanup and certify that the work is being performed in compliance with regulations. In other words, the REC's certifications of compliance are in place of direct oversight by the Branch. Details of the REC program can be found at <http://www.wastenotnc.org/sfhome/recprog.htm>. If you have any questions specific to the REC Program, including how to participate, please contact the REC Program Manager, Kim Caulk, at (919) 508-8451.

Agreement to Conduct Assessment and Remediation Under State Oversight.

If the Branch determines that the site should be assessed and remediated pursuant to direct State oversight, it will not be eligible for a REC-directed cleanup. Rather, the remedial action will receive direct oversight by Branch staff.

IV. FAILURE TO RESPOND:

If we do not receive a completed questionnaire, the Branch will take further action to prioritize the site without your input. Failure to take the initial abatement steps required in 15A NCAC 2L may result in the assessment of a civil penalty against you. In addition, the Branch may seek an injunction compelling compliance with the initial abatement steps required in 15A NCAC 2L. For future work beyond the initial abatement steps required pursuant to 15A NCAC 2L, a unilateral Order may be issued pursuant to § 130A-310.3 to compel assessment and cleanup.

V. ADDITIONAL INFORMATION REGARDING THE IHSRA AND THE BRANCH:

People are often confused by the name of the Inactive Hazardous Sites Response Act and the Branch. By definition, "Inactive Hazardous Sites" are any areas where hazardous substances have come to be located and would include active and inactive facilities and a variety of property types. The term "inactive" simply refers to the fact that cleanup was inactive at large numbers of sites at the time of program enactment. Additional information about the Branch may be found at <http://www.wastenotnc.org/sfhome/ihsbrnch.htm>.

Submit completed questionnaire to: S. Wade Kirby, PE, PG
Inactive Hazardous Sites Branch
401 Oberlin Road, Suite 150
Raleigh, NC 27699-1646

If you have additional questions about the requirements that apply to your site, please contact me at (919) 508-8469.

Sincerely,



S. Wade Kirby, PE, PG, Environmental Engineer
Inactive Hazardous Sites Branch
Superfund Section

cc: Files

PRESS RELEASE

Roanoke Rapid Graded Schools District
536 Hamilton Street
Roanoke Rapids, North Carolina 27870

For Immediate Release
March 20, 2008
Contact: Dennis Sawyer
252-519-7100

We have received several inquiries about the property owned by the school system located at 900 Jefferson Street, across the street from Roanoke Rapids High School. The property was formerly owned by the Bibb Company, who ran a textile plant there. Out of an abundance of caution, the school system has discontinued use of the property for parking and has directed citizens who have been using the property in any manner, including the walking trail and Boy Scout hut, to do the same while it completes a comprehensive environmental assessment on the property. The school system plans to make every effort to make the property available to it and again to the public as quickly as it is able to do so, but safety is and will continue to be the number one priority for the system.

**TABLE 1
SUMMARY OF SOIL SAMPLING RESULTS
PATTERSON PROPERTY**

Analytical Method		→	EPA Method 8260							EPA Method 3050/6010B and/or 7471								
Sample ID	Date Collected	Sample Depth (ft.BGS)	Chloromethane	Trichlorofluoromethane	Acetone	Iodomethane	2-Butanone	Trichloroethene	Toluene	1,2,4-Trimethylbenzene	Silver	Arsenic	Barium	Cadmium	Chromium	Lead	Selenium	Mercury
Soil-to-groundwater MCCs			0.02	31	2.8	NS	NS	0.018	7.3	7.5	0.23	NS	848	NS	27	270	NS	NS
IHSB RGs			9.4	78	2,800	NS	NS	0.053	132	NS	78	4.4	NS	7.4	44	400	78	4.6
GP-1-3'	09/09/08	3	<0.00041	<0.00032	0.0652I	<0.00070	0.00377I	<0.0011	<0.00055	0.00063II	0.284I	4.23	67.2	0.204I	15.7	49.8	0.997I	0.0219
GP-2-0'		0	<0.00034	<0.00026	0.15I	<0.00058	0.00792I	<0.00088	<0.00046	<0.00040	0.539I	6.08	33.4	3.33	30.8	33.1	1.96I	0.0288
GP-4-4'		4	<0.00023	0.000378I	0.0125IV	<0.00039	<0.00089	<0.00059	<0.00031	<0.00027	0.417I	5.49	43.4	<0.040	22.8	16.0	1.71I	0.0287
GP-5-7'		7	0.0275I*	<0.019	0.270 IV*	0.0534I*	<0.094	0.391I*	0.0346I*	<0.028	0.763I	12.1	66.1	1.87	129	123	2.76I	0.440
GP-6-4'		4	<0.00041	0.152	0.0649I	<0.00070	0.00415I	<0.0011	<0.00056	<0.00048	0.453I	4.88	25.3	0.353I	35.1	10.6	1.78I	0.0320

Notes:

- Results reported in mg/kg (milligrams per kilogram).
- ft. BGS: feet below ground surface.
- MCCs: Maximum Contaminant Concentrations.
- I: Estimated value between the MDL and PQL.
- V: Present in blank.
- NS: Not specified.
- Results in bold face type exceeded the MACs.
- IHSB RGs: Inactive Hazardous Sites Branch Remediation Goals.

**TABLE 1 (Continued)
SUMMARY OF SOIL SAMPLING RESULTS
PATTERSON PROPERTY**

Analytical Method		→	EPA Method 3050/6010B and/or 7471							
Sample ID	Date Collected	Sample Depth (ft.BGS)	Silver	Arsenic	Barium	Cadmium	Chromium	Lead	Selenium	Mercury
Soil-to-groundwater MCCs			0.23	NS	848	NS	27	270	NS	NS
IHSB RGs			78	4.4	NS	7.4	44	400	78	4.6
GP-1-3'	09/09/08	3	0.284I	4.23	67.2	0.204I	15.7	49.8	0.997I	0.0219
GP-2-0'		0	0.539I	6.08	33.4	3.33	30.8	33.1	1.96I	0.0288
GP-4-4'		4	0.417I	5.49	43.4	<0.040	22.8	16.0	1.71I	0.0287
GP-5-7'		7	0.763I	12.1	66.1	1.87	129	123	2.76I	0.440
GP-6-4'		4	0.453I	4.88	25.3	0.353I	35.1	10.6	1.78I	0.0320



No NCD 0002855 Rosach Rapids
900 Jefferson Street Halifax

~~Property~~

Patterson Property

Ardy Rose 532

252-~~252~~-(332)-3019

Hudson St - No access - no work
Scott's meeting there
Met Scott there once a week



CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY (this "Agreement"), made as of this 21 day of November, 1997, by and among THE BIBB COMPANY, a Delaware corporation with principal offices at 100 Galleria Parkway, Suite 1750, Atlanta, Georgia 30339 (hereinafter referred to as "Seller") and BOARD OF SCHOOL TRUSTEES OF ROANOKE RAPIDS, a North Carolina corporation with principal offices at Roanoke Rapids Graded School District, 536 Hamilton Street, Roanoke Rapids, N.C. 27870 (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, certain real property more particularly described below upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises contained herein and for other valuable consideration, in hand paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Sale of Property. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter provided, that certain tract of land located in the City of Roanoke Rapids, North Carolina known as the "PATTERSON WAREHOUSE" containing approximately 24 acres and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, together with any improvements located thereon and any fixtures located therein (all of which property is collectively hereinafter referred to as the "Property"), and all right, title and interest of Seller, without warranty, in and to any public rights-of-way or private drives adjacent thereto.
2. Purchase Price. The Purchase Price for the property shall be \$570,000.00 (hereinafter referred to as the "Purchase Price").
3. Earnest Money. Purchaser has paid to Seller \$5,000.00, the receipt of which is acknowledged by Seller, as "Earnest Money," which Earnest Money shall be applied as part payment of the Purchase Price of the Property at the time sale is consummated (the "Closing"). In the event sale of the Property is not closed by December 15, 1997 subject to postponement to allow Seller to cure title objections in accordance with Section 6 (the "Outside Closing Date"), other than because of the default of Seller, the Earnest Money will be retained by Seller.
4. PAYMENT OF PURCHASE PRICE. The Purchase Price shall be paid by Purchaser to Seller in immediately available funds by federal funds check or federal wire transfer pursuant to instructions provided by Seller at Closing.
5. Conveyance of Property. Seller warrants that Seller presently holds fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable title to the Property

to Purchaser by limited warranty deed as described in Paragraph 13(a) (hereinafter referred to as the "Limited Warranty Deed"). Good and marketable title is hereby defined as title which is insurable by a national title company at its standard rates without exception other than the following exceptions (hereinafter referred to as the "Permitted Exceptions"): Easements above the surface of the Property for the public utilities for distribution purposes (not transmission), current state and county ad valorem property taxes not yet due and payable, any state of facts that would be shown on a current survey of the Property, and matters appearing of record which do not materially, adversely affect Purchaser's intended use of the Property.

6. Title Examination. Purchaser shall move promptly and in good faith after acceptance of this Agreement to examine title and to furnish on or before December 2, 1997, to Seller a written statement of objections of matters adversely affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections, and if Seller refuses or fails to satisfy such valid objections within a reasonable time, then at the option of Purchaser, evidenced by written notice to Seller at least ten (10) days prior to the scheduled Closing date under Section 16(a):

(a) Purchaser may waive any objections and consummate the transaction subject to such objections: or

(b) Purchaser may terminate this Agreement and thereafter no party to this Agreement shall have any further rights, obligations, or liabilities hereunder and all Earnest Money shall be refunded to Purchaser by the Seller.

(c) If such objections involve liens or encumbrances for monetary obligations which can be satisfied by the payment of a sum certain at Closing, Purchaser may pay such items and deduct the amount of such payment from the Purchase Price.

Failure by Purchaser to elect (a), (b) or (c) above by written notice to Seller at least ten (10) days prior to the scheduled Closing date shall be deemed an election by Purchaser under (a) above. If Seller undertakes to cure such objections then the Closing shall occur ten (10) days after such objections are cured.

7. Environmental Soils Report. At the request of Purchaser, Seller engaged Bensinger & Garrison Environmental, Inc. (hereinafter referred to as "B&G") to perform environmental soil testing for the Property. Purchaser agrees to reimburse Seller the amount of \$9,864.55 on or before the Outside Closing Date (but in no event later than at Closing) for the costs incurred in connection with engaging B&G to undertake such testing, subject however Section 8(c) below. Purchaser's reimbursement obligation under this Paragraph 7 shall survive the expiration or termination of this Agreement.

8. Warranties of Seller. Seller warrants to Purchaser as follows:

(a) Seller presently has good and marketable fee simple title to the Property subject to matters appearing of record;

(b) The Property will be in substantially the same condition at the time of the Closing as on the date of this Agreement; and

(c) The Property is presently encumbered by a mortgage or deed of trust, and Seller agrees that it will use its reasonable efforts to have the Property released from the lien of the mortgage or deed of trust at

Closing and if it is not able to obtain a release at Closing, Purchaser will not be required to close the purchase of the Property and Seller will return the Earnest Money to Purchaser promptly upon Purchaser's request and Purchaser shall have no obligation to reimburse Seller for or to otherwise pay for the costs of the Environmental Test Report.

9. Termination. In addition to all other rights of Purchaser under this Agreement as provided by law (and not in lieu of any such rights), Purchaser, at Purchaser's sole election and in Purchaser's sole discretion, may cancel and terminate this Agreement by written notice to Seller and Earnest Money shall be returned to Purchaser by Seller, if any one or more of the following conditions or state of facts shall exist at the date of the Closing.

(a) Any notice shall be given of proceeding filed or commenced by any governmental authority or other agency having powers of condemnation concerning the Property or any material portion thereof.

(b) The Property or any material portion thereof shall be substantially damaged or destroyed by earthquake, erosion, flooding or by force of nature after the date hereinabove first written.

(c) Seller shall not have cured any valid objections to or defects in the marketability of the title within the time prescribed in Paragraph 6 above.

(d) The failure of Seller's warranties set forth on Paragraph 8 hereinabove to be true and correct in any material respect on the date of closing.

(e) Failure of Seller to deliver to Purchaser at closing the closing documents required under Paragraph 13, including without limitation the Limited Warranty Deed described in Paragraph 5.

10. Possession. Full possession of said Property shall be delivered to Purchaser by Seller at the Closing.

11. Real Estate Taxes. All real estate taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the date of the Closing of the sale. If the tax bill for the year of the Closing is not available, taxes will be prorated based on the previous year's tax bill. Notwithstanding the foregoing, if Purchaser is exempt from real estate and valorem taxes for any part of 1997 under applicable law for the portion of 1997 in which Purchaser owns the Property, Seller shall be fully responsible for ad valorem taxes relating to the portion of 1997 prior to Purchaser's acquisition of the Property.

12. Closing Costs. Except as otherwise provided in this Agreement, closing costs shall be paid by the parties as follows:

(a) Seller shall pay the real estate excise tax and Seller's attorneys fees; and

(b) Purchaser shall pay Purchaser's attorney's fees, recording fees, costs for the preparation of the Environmental Test Report as contemplated under Section 7 to the extent not previously reimbursed by Purchaser to Seller, and all costs for the preparation of any survey ordered by Purchaser, and for any title examination and/or insurance for the Property.

13. Closing Documents.

(a) At the Closing, Seller shall deliver to Purchaser:

(i) a limited warranty deed conveying title to the Property subject to the Permitted Exceptions;

- (ii) a non-foreign status affidavit executed by Seller and any requirements of Section 1445 of the Internal Revenue Code of 1986, as amended;
 - (iii) a closing statement;
 - (iv) an affidavit executed by Seller which warrants that Seller has caused no repairs or improvements to be made to the Property within 125 days prior to the Closing which remain unpaid as of the date of Closing; and
 - (v) a Form 1099B in compliance with the requirements of Section 6045(b) of the Internal Revenue Code of 1986, as amended.
- (b) At the Closing, Purchaser shall deliver to Seller:
- (i) evidence satisfactory to the authority of Purchaser or anyone executing documents on behalf of Purchaser to consummate the transactions contemplated herein;
 - (ii) a Closing Statement; and
 - (iii) such other documents and instruments as may be reasonably requested by Seller or the Title Company to close this transaction in accordance with the terms and conditions set forth in this Agreement.

14. Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties to Seller, all of which shall be true and correct as of the date of this Agreement and as of the Closing Date.

(a) Purchaser has full power and authority to execute and deliver this Agreement and the documents contemplated hereby. Purchaser's performance of this Agreement and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Purchaser and any governmental authority having control or jurisdiction over Purchaser and the individuals executing this Agreement and the documents contemplated hereby on behalf of Purchaser shall have full power and authority to legally bind Purchaser.

(b) This Agreement has been duly and properly executed on behalf of Purchaser, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both would constitute a default) under, a violation or breach of, a conflict with, a right of termination or, an acceleration of indebtedness under or performance required by, any agreement to which Purchaser is a party or which Purchaser's property is bound.

(c) Purchaser has dealt with no broker or brokerage company in connection with the proposed purchase and sale of the Property. In the event of any claim for brokers', agents' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, Purchaser shall indemnify, hold harmless and defend Seller from and against any such claim, including without limitation, reasonable attorneys' fees and costs actually incurred. This Paragraph 14(c) shall survive the Closing or the termination of this Agreement and shall not terminate in connection with either event.

15. Notices. Any notices which may be permitted or required hereunder to be given to Purchaser and /or Seller shall be in writing and shall be deemed to have been duly given as of the date and time the same are

deposited in the United States Postal Service, postage prepaid, and to be mailed by registered or certified mail, return receipt requested, or delivered by nationally recognized overnight courier, and addressed as follows (or at such other address as such Party may designate by written notice to the other party given in accordance with this Paragraph 15):

TO THE SELLER: THE BIBB COMPANY
100 Galleria Parkway
Suite 1750
Atlanta, GA 30339
Attn: Mr. Chuck Tutterow

TO THE PURCHASER: BOARD OF SCHOOL TRUSTEES OF ROANOKE RAPIDS
536 Hamilton Street
Roanoke Rapids, NC 27870
Attn: Chairman

Receipt shall be effective as of the date of receipt indicated on the return receipt therefor. Refusal to accept delivery or inability to deliver because of a change of address for which no notice hereunder has been provided shall be deemed received on the date of refusal or attempted delivery, as applicable.

16. Miscellaneous. The parties further agree as follows:

(a) This sale shall be closed at the office of Seller or, at Seller's option, at the office of Seller's counsel at 10:00 a.m. on the Outside Closing Date, or such earlier date as to which the parties may agree.

(b) No failure of either party to exercise any power herein given or to insist upon strict compliance with any herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of such party's right to demand exact compliance with the terms and provisions of this Agreement,

(c) This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, among the parties not invited herein shall be of any force of effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto:

(d) The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, representatives, heirs and assigns.

(e) This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of North Carolina,

(f) If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

(g) Prior to entering into this Agreement, Purchaser has had free access to the Property to perform such testing and due diligence as Purchaser deems necessary. As a result, Purchaser acknowledges and agrees that the Property is being sold and conveyed "AS IS" and "WITH ALL FAULTS," except for the warranties set forth in the limited warranty deed conveying the Property. Neither Seller, nor anyone on Seller's behalf, has made, and Seller does not make, any representations or warranties, express or implied, as to the physical condition, use, operation or any other matter or thing affecting or relating to the Property including any improvements thereon. If the Closing occurs, Purchaser agrees to hold Seller harmless for any future claims relating to the Property including but not limited to structural, environmental and right-of-way issues.

(h) All details of the transaction contemplated by this Agreement are to be treated confidentially.

(i) Time is of the essence of each and every term and condition hereof.

17. Offer. This instrument, until executed by Seller, shall constitute an offer from Purchaser to Seller, open for acceptance until the 21st day of November, 1997 at 4:00 p.m. Acceptance shall be made by execution hereof by Purchaser and delivery of a fully executed counterpart hereof to Seller.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement under seal as of the date first above written.

SELLER: THE BIBB COMPANY

BY: Carl R. Fether

TITLE: Vice-President

ATTEST: _____

(CORPORATE SEAL)

PURCHASER: BOARD OF SCHOOL TRUSTEES OF
ROANOKE RAPIDS, a North Carolina Corporation

By: *Ray Bamer*
TITLE: Chairman

DATE ACCEPTED BY PURCHASER: November 21, 1997

CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY (this "Agreement"), made as of this 21 day of November, 1997, by and among THE BIBB COMPANY, a Delaware corporation with principal offices at 100 Galleria Parkway, Suite 1750, Atlanta, Georgia 30339 (hereinafter referred to as "Seller") and BOARD OF SCHOOL TRUSTEES OF ROANOKE RAPIDS, a North Carolina corporation with principal offices at Roanoke Rapids Graded School District, 536 Hamilton Street, Roanoke Rapids, N.C. 27870 (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, certain real property more particularly described below upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises contained herein and for other valuable consideration, in hand paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Sale of Property. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter provided, that certain tract of land located in the City of Roanoke Rapids, North Carolina known as the "PATTERSON WAREHOUSE" containing approximately 24 acres and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, together with any improvements located thereon and any fixtures located therein (all of which property is collectively hereinafter referred to as the "Property"), and all right, title and interest of Seller, without warranty, in and to any public rights-of-way or private drives adjacent thereto.
2. Purchase Price. The Purchase Price for the property shall be \$570,000.00 (hereinafter referred to as the "Purchase Price").
3. Earnest Money. Purchaser has paid to Seller \$5,000.00, the receipt of which is acknowledged by Seller, as "Earnest Money," which Earnest Money shall be applied as part payment of the Purchase Price of the Property at the time sale is consummated (the "Closing"). In the event sale of the Property is not closed by December 15, 1997 subject to postponement to allow Seller to cure title objections in accordance with Section 6 (the "Outside Closing Date"), other than because of the default of Seller, the Earnest Money will be retained by Seller.
4. PAYMENT OF PURCHASE PRICE. The Purchase Price shall be paid by Purchaser to Seller in immediately available funds by federal funds check or federal wire transfer pursuant to instructions provided by Seller at Closing.
5. Conveyance of Property. Seller warrants that Seller presently holds fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable title to the Property

to Purchaser by limited warranty deed as described in Paragraph 13(a) (hereinafter referred to as the "Limited Warranty Deed"). Good and marketable title is hereby defined as title which is insurable by a national title company at its standard rates without exception other than the following exceptions (hereinafter referred to as the "Permitted Exceptions"): Easements above the surface of the Property for the public utilities for distribution purposes (not transmission), current state and county ad valorem property taxes not yet due and payable, any state of facts that would be shown on a current survey of the Property, and matters appearing of record which do not materially, adversely affect Purchaser's intended use of the Property.

6. Title Examination. Purchaser shall move promptly and in good faith after acceptance of this Agreement to examine title and to furnish on or before December 2, 1997, to Seller a written statement of objections of matters adversely affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections, and if Seller refuses or fails to satisfy such valid objections within a reasonable time, then at the option of Purchaser, evidenced by written notice to Seller at least ten (10) days prior to the scheduled Closing date under Section 16(a):

(a) Purchaser may waive any objections and consummate the transaction subject to such objections: or

(b) Purchaser may terminate this Agreement and thereafter no party to this Agreement shall have any further rights, obligations, or liabilities hereunder and all Earnest Money shall be refunded to Purchaser by the Seller.

(c) If such objections involve liens or encumbrances for monetary obligations which can be satisfied by the payment of a sum certain at Closing, Purchaser may pay such items and deduct the amount of such payment from the Purchase Price.

Failure by Purchaser to elect (a), (b) or (c) above by written notice to Seller at least ten (10) days prior to the scheduled Closing date shall be deemed an election by Purchaser under (a) above. If Seller undertakes to cure such objections then the Closing shall occur ten (10) days after such objections are cured.

7. Environmental Soils Report. At the request of Purchaser, Seller engaged Bensinger & Garrison Environmental, Inc. (hereinafter referred to as "B&G") to perform environmental soil testing for the Property. Purchaser agrees to reimburse Seller the amount of \$9,864.55 on or before the Outside Closing Date (but in no event later than at Closing) for the costs incurred in connection with engaging B&G to undertake such testing, subject however Section 8(c) below. Purchaser's reimbursement obligation under this Paragraph 7 shall survive the expiration or termination of this Agreement.

8. Warranties of Seller. Seller warrants to Purchaser as follows:

(a) Seller presently has good and marketable fee simple title to the Property subject to matters appearing of record;

(b) The Property will be in substantially the same condition at the time of the Closing as on the date of this Agreement; and

(c) The Property is presently encumbered by a mortgage or deed of trust, and Seller agrees that it will use its reasonable efforts to have the Property released from the lien of the mortgage or deed of trust at

Closing and if it is not able to obtain a release at Closing, Purchaser will not be required to close the purchase of the Property and Seller will return the Earnest Money to Purchaser promptly upon Purchaser's request and Purchaser shall have no obligation to reimburse Seller for or to otherwise pay for the costs of the Environmental Test Report.

9. Termination. In addition to all other rights of Purchaser under this Agreement as provided by law (and not in lieu of any such rights), Purchaser, at Purchaser's sole election and in Purchaser's sole discretion, may cancel and terminate this Agreement by written notice to Seller and Earnest Money shall be returned to Purchaser by Seller, if any one or more of the following conditions or state of facts shall exist at the date of the Closing.

(a) Any notice shall be given of proceeding filed or commenced by any governmental authority or other agency having powers of condemnation concerning the Property or any material portion thereof.

(b) The Property or any material portion thereof shall be substantially damaged or destroyed by earthquake, erosion, flooding or by force of nature after the date hereinabove first written.

(c) Seller shall not have cured any valid objections to or defects in the marketability of the title within the time prescribed in Paragraph 6 above.

(d) The failure of Seller's warranties set forth on Paragraph 8 hereinabove to be true and correct in any material respect on the date of closing.

(e) Failure of Seller to deliver to Purchaser at closing the closing documents required under Paragraph 13, including without limitation the Limited Warranty Deed described in Paragraph 5.

10. Possession. Full possession of said Property shall be delivered to Purchaser by Seller at the Closing.

11. Real Estate Taxes. All real estate taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the date of the Closing of the sale. If the tax bill for the year of the Closing is not available, taxes will be prorated based on the previous year's tax bill. Notwithstanding the foregoing, if Purchaser is exempt from real estate and valorem taxes for any part of 1997 under applicable law for the portion of 1997 in which Purchaser owns the Property, Seller shall be fully responsible for ad valorem taxes relating to the portion of 1997 prior to Purchaser's acquisition of the Property.

12. Closing Costs. Except as otherwise provided in this Agreement, closing costs shall be paid by the parties as follows:

(a) Seller shall pay the real estate excise tax and Seller's attorneys fees; and

(b) Purchaser shall pay Purchaser's attorney's fees, recording fees, costs for the preparation of the Environmental Test Report as contemplated under Section 7 to the extent not previously reimbursed by Purchaser to Seller, and all costs for the preparation of any survey ordered by Purchaser, and for any title examination and/or insurance for the Property.

13. Closing Documents.

(a) At the Closing, Seller shall deliver to Purchaser:

(i) a limited warranty deed conveying title to the Property subject to the Permitted Exceptions;

- (ii) a non-foreign status affidavit executed by Seller and any requirements of Section 1445 of the Internal Revenue Code of 1986, as amended;
 - (iii) a closing statement;
 - (iv) an affidavit executed by Seller which warrants that Seller has caused no repairs or improvements to be made to the Property within 125 days prior to the Closing which remain unpaid as of the date of Closing; and
 - (v) a Form 1099B in compliance with the requirements of Section 6045(b) of the Internal Revenue Code of 1986, as amended.
- (b) At the Closing, Purchaser shall deliver to Seller:
- (i) evidence satisfactory to the authority of Purchaser or anyone executing documents on behalf of Purchaser to consummate the transactions contemplated herein;
 - (ii) a Closing Statement; and
 - (iii) such other documents and instruments as may be reasonably requested by Seller or the Title Company to close this transaction in accordance with the terms and conditions set forth in this Agreement.

14. Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties to Seller, all of which shall be true and correct as of the date of this Agreement and as of the Closing Date.

(a) Purchaser has full power and authority to execute and deliver this Agreement and the documents contemplated hereby. Purchaser's performance of this Agreement and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Purchaser and any governmental authority having control or jurisdiction over Purchaser and the individuals executing this Agreement and the documents contemplated hereby on behalf of Purchaser shall have full power and authority to legally bind Purchaser.

(b) This Agreement has been duly and properly executed on behalf of Purchaser, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both would constitute a default) under, a violation or breach of, a conflict with, a right of termination or, an acceleration of indebtedness under or performance required by, any agreement to which Purchaser is a party or which Purchaser's property is bound.

(c) Purchaser has dealt with no broker or brokerage company in connection with the proposed purchase and sale of the Property. In the event of any claim for brokers', agents' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, Purchaser shall indemnify, hold harmless and defend Seller from and against any such claim, including without limitation, reasonable attorneys' fees and costs actually incurred. This Paragraph 14(c) shall survive the Closing or the termination of this Agreement and shall not terminate in connection with either event.

15. Notices. Any notices which may be permitted or required hereunder to be given to Purchaser and /or Seller shall be in writing and shall be deemed to have been duly given as of the date and time the same are

deposited in the United States Postal Service, postage prepaid, and to be mailed by registered or certified mail, return receipt requested, or delivered by nationally recognized overnight courier, and addressed as follows (or at such other address as such Party may designate by written notice to the other party given in accordance with this Paragraph 15):

TO THE SELLER:	THE BIBB COMPANY 100 Galleria Parkway Suite 1750 Atlanta, GA 30339 Attn: Mr. Chuck Tutterow
TO THE PURCHASER:	BOARD OF SCHOOL TRUSTEES OF ROANOKE RAPIDS 536 Hamilton Street Roanoke Rapids, NC 27870 Attn: Chairman

Receipt shall be effective as of the date of receipt indicated on the return receipt therefor. Refusal to accept delivery or inability to deliver because of a change of address for which no notice hereunder has been provided shall be deemed received on the date of refusal or attempted delivery, as applicable.

16. Miscellaneous. The parties further agree as follows:

- (a) This sale shall be closed at the office of Seller or, at Seller's option, at the office of Seller's counsel at 10:00 a.m. on the Outside Closing Date, or such earlier date as to which the parties may agree.
- (b) No failure of either party to exercise any power herein given or to insist upon strict compliance with any herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of such party's right to demand exact compliance with the terms and provisions of this Agreement,
- (c) This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, among the parties not invited herein shall be of any force of effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto:
- (d) The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, representatives, heirs and assigns.
- (e) This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of North Carolina,

(f) If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

(g) Prior to entering into this Agreement, Purchaser has had free access to the Property to perform such testing and due diligence as Purchaser deems necessary. As a result, Purchaser acknowledges and agrees that the Property is being sold and conveyed "AS IS" and "WITH ALL FAULTS," except for the warranties set forth in the limited warranty deed conveying the Property. Neither Seller, nor anyone on Seller's behalf, has made, and Seller does not make, any representations or warranties, express or implied, as to the physical condition, use, operation or any other matter or thing affecting or relating to the Property including any improvements thereon. If the Closing occurs, Purchaser agrees to hold Seller harmless for any future claims relating to the Property including but not limited to structural, environmental and right-of-way issues.

(h) All details of the transaction contemplated by this Agreement are to be treated confidentially.

(i) Time is of the essence of each and every term and condition hereof.

17. Offer. This instrument, until executed by Seller, shall constitute an offer from Purchaser to Seller, open for acceptance until the 21st day of November, 1997 at 4:00 p.m. Acceptance shall be made by execution hereof by Purchaser and delivery of a fully executed counterpart hereof to Seller.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement under seal as of the date first above written.

SELLER: THE BIBB COMPANY

BY: Carl R. Fisher

TITLE: Vice-President

ATTEST: _____

(CORPORATE SEAL)

PURCHASER: BOARD OF SCHOOL TRUSTEES OF
ROANOKE RAPIDS, a North Carolina Corporation

By: *Ray Banner*
TITLE: Chairman

DATE ACCEPTED BY PURCHASER: November 21, 1997