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Regional Office

Ms. Bonnie Ware  
North Carolina Department of Environment and Natural Resources  
DWM, Superfund Section, Inactive Hazardous Sites Branch  
585 Waughtown Street  
Winston-Salem, North Carolina 27107

Subject: **Phase I Site Assessment Plan  
Mills Gap Road Site  
Skyland, North Carolina  
NCD Number 003149556  
MACTEC Project 6686-08-1744**

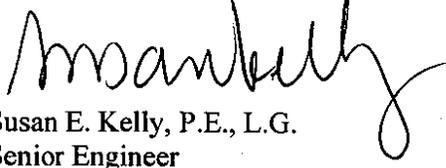
Dear Ms. Ware:

On behalf of CTS Corporation (CTS), MACTEC Engineering and Consulting, Inc. (MACTEC) is pleased to provide this Phase I Site Assessment Plan (Plan) for the above-referenced Site. This Plan has been prepared in general accordance with the requirements outlined in a November 27, 2007, letter from the North Carolina Department of Environment and Natural Resources (NCDENR) Inactive Hazardous Sites Branch (IHSB) to CTS.

If you have questions regarding this Plan, please contact us at (828) 252-8130.

Sincerely,

**MACTEC ENGINEERING AND CONSULTING, INC.**

  
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## 1.0 BACKGROUND INFORMATION

MACTEC Engineering and Consulting, Inc. (MACTEC) has prepared this Phase I Site Assessment Plan (Plan) on behalf of CTS Corporation (CTS) pursuant to the requirements outlined in a November 27, 2007, letter from the North Carolina Department of Environment and Natural Resources (NCDENR) Inactive Hazardous Sites Branch (IHSB). In a December 20, 2007, teleconference between representatives of MACTEC, CTS, Mills Gap Road Associates (MGRA), NCDENR, and the North Carolina Attorney General's Office, the general scope of this assessment was further defined. Numerous soil samples have been collected at the Site by, or as directed by, the United States Environmental Protection Agency (EPA). The soil samples were collected to delineate the horizontal extent of soil contamination for the purpose of initiating a removal action. A soil vapor extraction (SVE) system was installed at the Site in 2006 to remove contaminants from the unsaturated Site soils. Because the horizontal extent of soil contamination has generally been delineated, and a removal action is in progress for the Site soils under the jurisdiction of the EPA, NCDENR stated that soil samples were not necessary as part of this Plan. Therefore, the objective of this Plan is in general accordance with the IHSB *Guidelines for Assessment and Cleanup*, dated August 2007.

The following sections describe the information requested in the IHSB November 27, 2007, letter, with each section corresponding to the numeric item included in the letter. The majority of the information requested by the IHSB has been described in former documents/reports submitted to NCDENR and/or EPA. We have assumed that Site documents/reports that have previously been submitted to NCDENR and/or EPA are available to IHSB personnel; therefore, references to these documents have been indicated where appropriate. Supporting documentation not included in previous documents is included in the appendices.

### 1.1 DESCRIPTION OF SITE AND SURROUNDING AREA

The Site is an approximate 8.7-acre property located on Mills Gap Road in Skyland, Buncombe County, North Carolina (Buncombe County tax parcel 965515623668). The approximate center of the Site is located at north latitude 35°29'36" and west longitude 82°30'25". The property is owned by MGRA and is unoccupied.

The area surrounding the Site is considered rural and contains residential and light commercial properties. The Site is situated on a topographic 'saddle' between two prominent mountains,

Busbee Mountain to the north and Brown Mountain to the south and southwest. Properties northwest and southeast are topographically downgradient of the Site. The majority of the Site is relatively flat and natural surface drainage at the Site appears to be to the northwest and southeast. The surrounding area contains mountains and rolling hills, typical of the eastern flank of the Appalachian Mountain range (Figure 1).

An approximate 95,000-square foot, single-story brick structure is located in the southern portion of the property (Figure 2). The northeastern portion of the property contains an asphalt-paved parking area and asphalt-paved driveways are located parallel to the north (front) of the building and southeast (rear) of the building. A six-foot high chain-link fence surrounds the property and a locked gate at the north end of the Site controls access to the Site from Mills Gap Road.

Under the direction of the EPA Emergency Response and Removal Branch (ERRB), and pursuant to the Administrative Order on Consent (AOC) for Removal Action between CTS and MGRA (effective date of January 22, 2004), a SVE system, consisting of 15 vapor extraction wells and blower equipment, was installed at the Site in 2006 (MACTEC, 2006). Maintenance and monitoring of the SVE system is on-going, and testing of the system's air discharge is conducted on a monthly basis. Monthly status reports are submitted to the EPA ERRB, as required by the AOC.

## 1.2 MANAGEMENT PRACTICES

Information regarding CTS's management practices for hazardous wastes or wastes containing hazardous wastes is included in the Section 104 Response Letter (Appendix A). Responses containing information on CTS's management practices are listed as follows:

- Response to Request No. 7 (page 6)
- Response to Request No. 10 (page 7)
- Response to Request No. 11 (page 8)
- Response to Request No. 14 (page 10)
- Response to Request No. 15 (page 10)
- Response to Request No. 16 (page 11)
- Response to Request No. 20 (page 13)
- Response to Request No. 22 (page 14)
- Response to Request No. 23 (page 14)

- Response to Request No. 28 (page 16)
- Response to Request No. 30 (page 17)
- Response to Request No. 31 (page 18)
- Response to Request No. 32 (page 18)
- Response to Request No. 33 (page 18)
- Response to Request No. 34 (page 19)
- Response to Request No. 37 (page 20)
- Response to Request No. 38 (page 21)
- Response to Request No. 42 (page 21)
- Response to Request No. 44 (page 22)
- Response to Request No. 46 (page 22)

MACTEC and CTS do not have information regarding hazardous waste management practices, if any, of other entities that have leased or owned the Site.

### **1.3 TOPOGRAPHIC MAP**

Figure 1 contains a topographic map of the Site prepared from digital copies of the Asheville, Oteen, Fruitland and Skyland quadrangles, which are published by the United States Geological Survey (USGS).

### **1.4 SITE SURVEY**

A survey plat was prepared for MGRA by a North Carolina Registered Surveyor in 1998 (Appendix B), as required by the NCDENR IHSB December 15, 1997, Order to Submit Notice of, and to Record, an Inactive Hazardous Substance or Waste Disposal Site. A Site survey was also prepared in February 2004, as part of an EPA ERRB-directed soil assessment and removal action. The 2004 survey contained general Site features (e.g., topography, structures, etc.) and adjacent parcel information. The 2004 survey has been updated with piezometer and sampling locations (e.g., soil, ground-water, and surface water), as they have been installed/collected. The survey will continue to be updated with location and elevation data as additional sampling information is gathered and as required by the IHSB.

Information regarding properties adjacent to the Site is included in Table 1, and a map of properties adjacent to the Site is included as Figure 3. This information was obtained from the Buncombe

County Geographic Information Systems (GIS) website, which contains a database of parcel information (e.g., parcel owner, acreage, etc.).

## 1.5 LOCAL GEOLOGIC AND HYDROGEOLOGIC CONDITIONS

The Site is located in the Blue Ridge Physiographic Province and is underlain by rocks of the Ashe Metamorphic Suite and Tallulah Falls Formation, which include metasedimentary and metavolcanic rocks. Based on geologic maps of the area, the Site is underlain by a garnet-mica schist and mica gneiss. The predominant features in the rock matrix (e.g., schistosity and banding) near the Site strike northeast-southwest and dip 30 to 40 degrees east and southeast.

Unsaturated soils encountered at the Site during advancement of borings for collection of soil samples and installation of vapor extraction wells confirmed that the Site is underlain by the mica schist and gneiss indicated on the geologic maps. Up to approximately four feet of sandy silt to silty sand fill is present below the building, below which residual material was observed to the termination depths of the borings. Partially weathered rock (PWR), which overlies the parent bedrock and is generally considered residual material with standard penetration resistances in excess of 100 blows per foot, was encountered in the southern-most vapor extraction well borings (VE-2, VE-3 and VE-4) at a depth of approximately 15 feet below ground surface (bgs). Because of height restrictions, standard penetration testing was not performed in soil borings advanced inside the building and direct-push borings were advanced to obtain soil samples for geologic description; therefore, the depth to PWR below the building, if present within the borings' termination depths, could not be determined. In general, residual soils encountered at the Site consist of silty sand near the top of the residuum, grading to a fine to course sand in the PWR. The unsaturated soil contains variable amounts of mica (i.e., trace amounts to highly micaceous zones) and abundant quartz veins. Borings advanced with hollow-stem auger equipment have not been advanced to auger refusal; therefore, the depth to competent bedrock at the Site cannot be estimated at this time.

Three temporary piezometers were installed at the Site to gauge the depth of the water table prior to collecting unsaturated soil samples and installing the vapor extraction wells. At the time of installation (June 2004), the depth to the surficial water table ranged from 14.5 feet bgs in the southwestern portion of the building (PZ-1) to 20.8 feet bgs in the northeastern portion of the building (PZ-2). The depth to water at PZ-3, which is located southeast of the building at an elevation approximately 12 feet greater than PZ-1 and PZ-2, was 28.6 feet bgs. A temporary well

was also installed during the June 2004 sampling event near the springs located east of the Site. The depth to water in TW-1 was approximately 4.5 feet bgs after installation. Based on the 2004 depth to ground-water measurements, and the corresponding ground-water elevations, ground-water flow in the southeastern portion of the Site appears generally to be toward the east.

## **1.6 INVENTORY OF WELLS, SPRINGS AND SURFACE WATER INTAKES**

### **1.6.1 Water Supply Wells**

As directed by the EPA ERRB, a survey of water supply wells within a one-mile radius of the Site was conducted. Areas within the one-mile radius that were isolated from the Site by mountain ridges were excluded from the survey, as approved by the EPA. A reconnaissance was performed to visually inspect properties within the survey area by driving on public roadways and locating features that might indicate the presence of a private well (e.g., well house or similar structure). Previous reports identified nine water supply wells located within a one-mile radius of the Site (Figure 4), one of which was removed from service by NCDENR in 1999 (Weston, 2003). Six water supply wells that were used for potable drinking water were identified within a half-mile radius of the Site (Table 2). Ground-water samples were collected from five of the wells (one resident did not grant permission to collect a ground-water sample from his well) in February 2006 and submitted for analysis of target compound list (TCL) volatile organic compounds (VOCs) according to EPA Method 8260B, TCL semi-volatile organic compounds (SVOCs) according to EPA Method 8270, and Total Petroleum Hydrocarbons – Diesel Range Organics (TPH-DRO) according to EPA Method 8015B. The laboratory analytical results did not indicate concentrations of the analyzed constituents above the laboratory reporting limits, which were equivalent to the EPA Primary Drinking Water Maximum Contaminant Levels (MCLs).

### **1.6.2 Springs and Surface Water Features**

Surface water features or springs have not been observed at the Site. A seep area is located east of the facility, and three springs (Spring-02 through -04) have been isolated; a concrete culvert has been placed at each seep/springhead to form a cistern-type structure. A fourth spring, Spring-01, emanates from the ground at the base of a tree and a small weir/dam (i.e., a piece of wood with metal backing, approximately 24-inches long by 6-inches high) has been placed where the spring water exits the tree's root system. The identified springs have been surveyed and are indicated in Figure 2. An unnamed tributary emanates from the seep area and flows east toward Robinson Creek.

Another seep area is located northwest of the facility. Two surface water features form in this area (approximate locations indicated on Figure 2) and converge to form an unnamed tributary that flows northwest toward Dingle Creek.

MACTEC reviewed the *Expanded Site Investigation (ESI) and References* report prepared by the NCDENR Division of Waste Management Superfund Section, dated May 2001. The report indicates that “there are no [municipal] drinking water intakes located within either...surface water pathway downstream of the site” to the French Broad River, as indicated by the Asheville City Engineering Office.

### 1.7 ENVIRONMENTALLY SENSITIVE AREAS

MACTEC conducted a review of available information regarding environmentally sensitive areas on and adjacent to the Site. Information from the following sources was reviewed:

- NCDENR ESI and References report;
- National Wetlands Inventory (NWI) at [www.fws.gov/nwi/](http://www.fws.gov/nwi/); and
- “An Inventory of the Significant Natural Areas of Buncombe County, North Carolina,” published by the North Carolina Natural Heritage Program, dated 1995;

In summary, environmentally sensitive areas, as defined by the IHSB or the above references, are not located at/on or adjacent to the Site. Although the NWI does not indicate wetlands at or adjacent to the Site, the presence of wetlands adjacent to the Site is possible, as unnamed tributaries emanate from seeps/springs located on properties located adjacent to the Site to the northwest and southeast, as discussed in Section 1.6.2.

### 1.8 PREVIOUS OWNERS

Based on references reviewed for this Plan, the following entities have owned the Site:

- Bibco Corporation – prior to December 2, 1952
- International Resistance Company (IRC) – December 2, 1952 to June 12, 1959
- CTS of Asheville, Inc. – June 12, 1959 (66.4 acres) to December 30, 1983 (57.4 acres)
  - Approximately 9.5 acres conveyed to Buncombe County on August 20, 1975
- CTS Corporation – December 30, 1983(57.4 acres) to December 23, 1987 (53.5 acres)
  - Approximately 3.8 acres conveyed to Landmark Enterprises between September 18, 1986 and December 23, 1987

- Mills Gap Road Associates – December 23, 1987 (53.5 acres) to present (8.7 acres)
  - Approximately 44.8 acres conveyed to The Biltmore Group, LLC between August 27, 1997 (final payment on Promissory Note by MGRA to CTS) and July 17, 1998 (survey date of the plat prepared for MGRA pursuant to the December 15, 1997, Order to Submit Notice of, and to Record, an Inactive Hazardous Substance or Waste Disposal Site)

## 1.9 OPERATIONAL HISTORY

IRC owned and operated a manufacturing facility at the Site from 1952 until 1959, when CTS of Asheville, Inc. purchased the real property, building, and equipment. CTS of Asheville, Inc., and then CTS Corporation, manufactured electronic components at the facility from 1959 until April 1986. A description of CTS's manufacturing process is described in the Section 104 Response Letter (Response to Request No. 35) and documents identified with Bates Nos. 00278 through 00281 of the 104 Response Letter contain drawings of the facility dating from 1952 to 1980.

Arden Electroplating, Inc. leased a portion of the building from approximately December 1, 1985 until November 30, 1986 (Section 104 Response Letter, Response to Request No. 5) and the Site was conveyed to MGRA on December 23, 1987. MGRA reportedly leased portions of the facility to several different tenants, and otherwise utilized the building for business interests; however, MACTEC and CTS do not have information regarding the activities conducted on the property after the sales stated in Section 1.8 above.

Copies of the following aerial photographs of the Site are included in Appendix C:

- Aerial photographs, dated 1951, 1963, 1975, 1982 and 1988, obtained from the Buncombe County Natural Resources Conservation Service in Asheville, North Carolina.
- Aerial photograph dated March 19, 1994, prepared by the USGS, and obtained from [www.Terraserver-usa.com](http://www.Terraserver-usa.com).
- Aerial photographs dated 2002 and 2006, obtained from the Buncombe County GIS website.

## 1.10 HAZARDOUS SUBSTANCES USED AT THE SITE

Information regarding the use, storage, and off-site disposal of hazardous substances at the Site by CTS is included in the Section 104 Response Letter (See Response to Request Nos. identified in Section 1.2).

### **1.11 ENVIRONMENTAL PERMIT HISTORY**

Information regarding the environmental permits issued to CTS is included in the Section 104 Response Letter (Response to Request Nos. 12, 14 and 15).

### **1.12 SUMMARY OF PREVIOUS INVESTIGATIONS**

Table 3 contains a list of environmental investigation reports that have been prepared for the Site, as well as documents that have been prepared in support of the investigations. The listed documents and corresponding analytical results have not been included in this Plan, due to the substantial volume of data. Based on a file review conducted at the NCDENR headquarters on February 19, 2008, by MACTEC, it appears that the majority of the listed documents are available for review at NCDENR; therefore, we request that IHSB personnel use their files for reviewing purposes, in lieu of submitting the documents herein. MACTEC or CTS will forward copies of reports/documents that are not on file at NCDENR, as requested.

## **2.0 PROPOSED SCOPE OF WORK**

The proposed scope of work includes methods and procedures to collect sufficient sampling data to establish remediation goals, if necessary. MACTEC prepared a Site-specific Health and Safety Plan (HASP) in support of EPA ERRB-directed environmental activities conducted at the Site. The HASP will be updated, as necessary, to meet IHSB regulations.

Prior to the subsurface investigation, MACTEC will contact North Carolina One Call to have the location of underground public utilities marked at the Site. Additionally, non-public underground utilities will be marked by a private utility locating service.

### **2.1 SITE CHARACTERIZATION PROCEDURES**

The following sections describe the proposed approach for collecting additional Site geologic and hydrogeologic data.

#### **2.1.1 Site Geologic and Hydrogeology**

Site geologic and hydrogeologic conditions will be assessed by advancing soil borings at the Site for the installation of permanent ground-water monitoring wells. The soil borings will be advanced using hollow stem auger and rotary drilling techniques. Standard penetration tests (SPT) will be conducted at five-foot intervals and the SPT samples will be logged in the field by, or under the direction of, a North Carolina Licensed Geologist. Soil boring data will be compiled with existing boring data collected at the Site to aid in the development of a site conceptual model (SCM). Ground-water elevation data will be collected from the monitoring wells, as well as the three Site piezometers and temporary well described in Section 1.5. The ground-water elevation data will be compiled to develop a general shallow ground-water flow map of the Site, which will be integrated into the SCM.

#### **2.1.2 Identification/Delineation of Source Area and Constituents of Concern**

As previously discussed, numerous soil samples have been collected at the Site to identify and delineate the source area. Furthermore, magnetic and electromagnetic geophysical surveys were conducted and shallow trenches excavated in 2000 to locate potential buried sources of contamination, such as buried drums of waste (Lockheed Martin, 2001). Neither the geophysical surveys nor trenching activities identified buried sources of contamination at the Site. Analytical

results from soil samples collected at the Site in June 2004, as part of the EPA ERRB-directed removal action investigation, were used to generally delineate vadose zone soil contamination below and adjacent to the facility (MACTEC, 2004). Although the results of the June 2004 soil sampling did not identify a specific source, or sources, of contamination (e.g., a specific tank, spill location or storage area), the highest concentrations of petroleum and chlorinated solvent constituents were generally detected in soil samples collected from borings located in the south-central area of the facility, including the interior of the building and to the rear of the building. For the purposes of this Plan, this area is considered the primary source area.

Ground-water samples will be collected from upgradient, within, and downgradient of the source area. Considering the constituents that have been detected in soil samples collected at the Site and water samples collected at the springs east of the Site, ground-water samples collected during this assessment will be analyzed for VOCs. Proposed sampling procedures and laboratory analytical methods are described below.

## **2.2 PROPOSED SAMPLING LOCATIONS AND METHODS**

Up to six soil borings will be advanced at the Site using hollow-stem auger and rotary drilling techniques for the installation of permanent monitoring wells. The proposed monitoring well locations are depicted on Figure 5. The proposed locations are situated so that representative ground-water samples can be collected upgradient, within, and downgradient of the primary source area described above. The upgradient and downgradient monitoring wells will be completed as Type II wells screened across the apparent surficial water table. Based on subsurface conditions encountered at the time of drilling (i.e., if the vertical difference between the water table and the top of bedrock is less than 10 feet), two nested monitoring wells will be installed in the source area; one Type II well screened across the surficial water table and another Type III (telescoping) well screened just above the bedrock surface.

### **2.2.1 Monitoring Well Installation**

Depth to ground-water measurements will be collected from the Site piezometers prior to commencing drilling activities. The depth to ground-water measurements will be used to approximate the anticipated water table depth at the proposed monitoring wells at the time of drilling. Based on recent water level readings from the Site piezometers, we anticipate that the surficial water table will be encountered within between depths of 15 and 50 feet of ground surface

at the Site, depending on the location of the monitoring well. A summary of anticipated monitoring well depths is included in Table 4.

The upgradient and downgradient soil borings will be advanced using nominal 4.25-inch diameter hollow-stem augers, creating an approximate eight-inch diameter borehole. SPT samples will be collected at five-foot intervals to obtain information regarding the subsurface lithology at each boring location. The borings will be advanced four to five feet below the apparent water table and a Type II monitoring well installed, as described below.

An exploratory boring will be advanced in the source area to determine the depth to bedrock. The exploratory borehole will be advanced using a nominal 2 7/8-inch diameter roller cone. SPT samples will be collected at five-foot intervals to obtain information regarding the subsurface lithology and the boring will be advanced until bedrock is encountered. The exploratory borehole will then be abandoned in accordance with the 15A North Carolina Administrative Code (NCAC) 2C, Well Construction Standards.

If the vertical distance between the water table and top of bedrock is greater than 10 feet, a pair of nested wells will be installed in the source area; however, if the vertical distance is less than 10 feet, one Type II water table well will be installed in the source area. If a Type III monitoring well is warranted, a soil boring will be advanced near the exploratory boring using nominal 8.25-inch diameter hollow stem augers, creating an approximate ten-inch borehole. The boring will be advanced to a depth that is approximately eight feet above the anticipated top of bedrock. A six-inch diameter Schedule 80 PVC casing will be installed in the boring and pressure-grouted into place using a Portland cement and bentonite slurry. The grout seal will be allowed to cure for at least 24 hours and rotary drilling techniques will be used to advance the boring to the top of bedrock. A nominal six-inch bit and potable water will be used to advance the boring; however drilling mud consisting of bentonite may be required if the formation is collapsible.

Upon completion of the soil borings, a two-inch diameter schedule 40 PVC riser pipe and 0.010-inch slotted screen will be installed in each of the borings. The Type II (water table) wells will be constructed with a ten-foot screen and the Type III well will be constructed with a five-foot screen. The annulus of each well will be filled with filter sand and topped with a bentonite seal and grout in accordance with the Well Construction Standards.

Monitoring well grout seals will be allowed to cure for at least 24 hours prior to well development. Each well will be developed by the pump and surge method using a submersible pump. Water quality parameters (pH, temperature and conductivity) will be monitored during development. Each well will be developed until the development water is relatively clear of silt and sand particles, or until the water quality parameters have stabilized, whichever occurs first.

With the exception of the upgradient well, the wells will be completed with a flush-mount wellhead; the upgradient well will be completed with an above-ground wellhead since it is located in a wooded area. Each well will be equipped with a locking well cap and an approximate four square-foot concrete pad will be placed around each wellhead, in a manner that precludes surface runoff towards the well. A permanent well identification label that includes well construction details will be placed inside the flush-mount wellheads and affixed to the exterior of the above-ground wellhead.

### **2.2.2 Collection of Water Level and Free Product Measurements**

Depth to water measurements will be collected from the permanent monitoring wells once the wells have been allowed to stabilize for at least 24 hours. Depth to water measurements will also be collected from the Site piezometers and TW-1 east of the Site. The water level measurements will be collected using an electronic water level meter and reference to the top of casing. An oil-water interface probe will also be used to determine the presence of potential 'free product', or non-aqueous phase liquid (NAPL), in the monitoring wells. If NAPL is indicated by the interface probe, the thickness will be approximated.

### **2.2.3 Collection of Ground-water Samples**

Ground-water samples will be collected from the monitoring wells once the wells have been allowed to stabilize for at least 24 hours. The monitoring wells will be purged using low-flow purging techniques, in general accordance with the EPA guidance document, *Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures*, dated April 1996. In general, low-flow purging will be implemented using a submersible pump (i.e., bladder pump or similar) that is lowered to within the screened interval of the monitoring well. The pumping rate will be minimized in an attempt to prevent excessive drawdown in the well, which will be monitored using an electronic water level indicator. Water quality parameters (dissolved oxygen, turbidity, oxidation-reduction potential, temperature, pH, and specific conductance) will be measured using a flow-through cell.

Ground-water samples will be collected when the water quality parameters have stabilized, as described in the EPA guidance.

#### **2.2.4 Investigation-Derived Waste**

Investigation-derived waste (IDW), such as soil cuttings, development water, and purge water, will be stored in DOT-approved 55-gallon drums. Liquid IDW will be stored separately from soil IDW and each drum will be labeled as to the drum's contents. Composite soil samples will be collected from each drum and sent to the laboratory for waste characterization purposes. The laboratory analyses performed on the composite samples will be determined based on the results of the ground-water samples in combination with previous soil data collected at the Site. The drums will be disposed of at an approved disposal facility based on the results of the laboratory analytical results of the IDW samples. The off-site shipment of IDW will be in accordance with Appendix A (Scope of Work) of the AOC.

#### **2.2.5 Site Survey**

Upon completion of the well installation activities, a North Carolina Professional Land Surveyor will survey the locations and elevations of the Site monitoring wells. The surveyor will also locate prominent features that have not been documented during previous surveys. The surveyor will use benchmarks that have been established at the Site during previous surveys.

### **2.3 PROPOSED FIELD AND LABORATORY QA/QC PROCEDURES**

Field and laboratory procedures will be performed in accordance with the quality assurance/quality control (QA/QC) procedures described in the EPA Region IV Environmental Investigations Standard Operating Procedures and Quality Assurance Manual (EISOPQAM), dated November 2001, and the IHSB's Guidelines. Documentation of field activities will be completed using a combination of logbooks, field data records and sample custody records. Field logbooks will be completed to provide a general record of activities and events that occur during each field task. FDRs are designed for exploration and sample collection tasks to provide a complete record of data obtained during the activity. Deviations from the approved Plan will be documented in the field logbooks and applicable FDRs. Equipment and personnel decontamination procedures are described in Section 2.6.

### **2.3.1 Field Logbooks**

Field logbooks will be used to provide a daily hand-written account of field activities. Logbooks will be permanently-bound with a hardcover. Entries will be made in indelible ink and corrections made with a single line with the author's initials and date. The pages of the logbook will be dated and signed by the person completing the log. Partially completed pages will have a line drawn through the unused portion at the end of each field day. The following information will generally be entered into the project field logbook:

- Project name and number;
- Date and time of each entry;
- Weather conditions anticipated for the day, or as weather conditions change;
- Site personnel and their responsibilities;
- Descriptions of important tasks or subtasks;
- A description of samples collected (if not documented on a field data record);
- Documentation of equipment maintenance and calibration activities (if not documented on a field data record);
- Documentation of equipment decontamination procedures; and
- A summary of problems encountered during the day, including cause of problem and corrective actions implemented, if appropriate

### **2.3.2 Field Data Records**

Field data records (FDRs) will be used to document sample collection and/or exploration details (e.g., soil borings, ground-water sampling, etc.). We anticipate using the following FDRs this assessment:

- Soil boring record – contains a description of the drilling method(s), the features encountered in the boring, including a description of lithologic/geologic features/observations, depth to water, environmental conditions (e.g., odor) and drilling conditions (one per boring);
- Sample record – contains sample name, date, time, depth, sample collector, and laboratory analyses (one per sample, more than one can be combined on a page); and
- Calibration record – contains results of equipment calibration (daily).

### **2.3.3 Sample Containers and Preservation**

Sample containers will be supplied by the analytical laboratory. Certification documentation shall be obtained for each lot of sample containers and filed by the laboratory.

### **2.3.4 Sample Identification and Labeling**

Each sample will be identified with a unique identification number (sample ID). The sample ID will consist of a two-digit prefix to designate the type of sample (e.g., “MW” for ground-water samples collected from monitoring wells) and the location number, as shown on Figure 5.

QA/QC samples will be collected at a frequency that is in accordance with Section A.6 of the IHSB Guidelines. Where duplicate samples are to be collected, the sampler will fill the containers for a given analytical parameter before moving to the next parameter. The QC samples will be cross-referenced on the sample FDRs. The QC samples will have a prefix identifying their purpose, followed by a sequential number, as follows:

- DUP-01 (field duplicate)
- RB-01 (equipment rinse blank)
- FB-01 (field blank)
- TB-01 (trip blank)

Sample labels will be completed for each sample with an indelible pen and will be consistent with the chain of custody. The sample labels will contain the following information:

- Site name
- Date and time
- Sample ID
- Initials of sample collector
- Preservative (if required)
- Analysis requested

### **2.3.5 Sample Custody**

A program of sample custody will be followed during sample handling activities in both field and laboratory operations. This program is designed to account for each sample at all times. The sampling personnel will complete sample FDRs and chain-of-custody records, and the laboratory personnel will complete laboratory receipt sheets. The primary objective of sample custody procedures is to obtain a written record that can trace the handling of samples during the sample collection process, through analysis, until final disposition. MACTEC will follow custody procedures described in Section 3.3 of the EISOPQAM.

### **2.3.6 Sample Shipment**

Sample containers will be packed in plastic coolers for shipment to the laboratory. The contents of the cooler will be placed in a plastic bag to minimize leakage of water from the cooler. Containers for a particular sample will also be packed in sealable bags to prevent cross-contamination with other samples in the cooler. Containers will be packed tightly so that movement of the containers is minimized. Appropriate packaging materials (e.g., Styrofoam, “bubble wrap”) will be used as needed. Ice will be placed in the cooler, generally around the sample containers, so that the samples are maintained at four degrees Centigrade (°C) [ $\pm 2^{\circ}\text{C}$ ]. The cooler will be securely closed with packaging tape to prevent the cooler from opening during transport. Custody seals will be placed on the cooler prior to shipment. Each custody seal will be signed and dated before leaving MACTEC’s possession.

Samples will be shipped via overnight delivery to the laboratory. Upon receipt by the laboratory, the sample custodian will confirm that the seals on coolers are intact or notify MACTEC if any custody seals have been broken.

### **2.3.7 Laboratory Receipt and Custody**

Once the samples are received at the analytical laboratory, the chain-of-custody record will be completed and signed by the sample custodian. The sample custodian will then initiate laboratory chain-of-custody protocols (comparing the sample container labels to the chain-of-custody record and noting any discrepancies, checking the cooler temperature upon receipt, and noting the laboratory project manager if any issues are identified). After sample receipt information is checked and recorded, the sample analysis information is entered into the laboratory’s information system. The laboratory provides a unique sample identification number to each environmental sample for internal laboratory sample tracking. The signed chain-of-custody records will be provided with the laboratory deliverables for the project.

## **2.4 PROPOSED ANALYTICAL PARAMETERS AND METHODS**

As described in Section 2.1.2, ground-water samples will be submitted for TCL VOCs according to EPA Method 8260B.

## **2.5 PROPOSED PROJECT PERSONNEL**

Experienced and qualified professionals with appropriate licensure or certification will be responsible for the coordination and implementation of the investigation. Subcontractors utilized during this assessment (e.g., drillers, laboratory personnel, and surveyors) will be required to be in compliance with appropriate licenses or certifications required by their applicable regulatory agency.

Personnel conducting fieldwork at the Site will be required to have obtained at a minimum, the 40-hour hazardous waste site worker training program course, with an annual eight-hour refresher course conducted in the past year, in compliance with regulations set forth in 29 CFR Part 1910.120. MACTEC will verify and document that personnel have the necessary training and certifications prior to the implementation of the project.

### **2.5.1 Drilling Contractor**

Drilling services are proposed to be provided by Geologic Exploration, Inc. (Geologic) located in Statesville, North Carolina. The address and telephone number for Geologic are as follows:

Geologic Exploration, Inc.  
176 Commerce Blvd  
Statesville, NC 28625  
(704) 872-7686

### **2.5.2 Proposed Analytical Laboratory**

Collected samples are proposed to be submitted for analysis to Prism Laboratories, Inc. (Prism) in Charlotte, North Carolina. Prism is a North Carolina-certified laboratory, as specified in NCAC 2H.0800. The address and telephone number for Prism are as follows:

Prism Laboratories, Inc.  
Post Office Box 240543  
Charlotte, North Carolina 28224  
(800) 529-6364

### **2.5.3 Proposed Professional Land Surveyor**

Professional land surveying services are proposed to be provided by Freeland & Associates, Inc., located in Greenville, South Carolina. Freeland & Associates employs North Carolina Professional Land Surveyor(s) that have performed surveys at and adjacent to the Site for previous

environmental investigations conducted at the Site. The address and telephone number for Freeland & Associates are as follows:

Freeland & Associates, Inc.  
323 West Stone  
Greenville, South Carolina 29609  
(864) 271-4924

## **2.6 EQUIPMENT AND PERSONNEL DECONTAMINATION PROCEDURES**

Sampling, drilling and other field equipment will be decontaminated in general accordance with Appendix B of the EISOPQAM to assure sample integrity. Personnel decontamination procedures are described in the HASP. We anticipate conducting field activities in Level D personal protective equipment (PPE). However, Site personnel will be prepared with Level C PPE if warranted by Site conditions.

### **2.6.1 Specifications for Cleaning Materials**

Specifications for standard cleaning materials referred to in this section are as follows:

- Soap will be a standard brand of phosphate-free laboratory detergent such as Liquinox®.
- Distilled water will be used as a water source for decontamination of hand-held equipment.
- Potable water will be used as a water source for decontamination of the downhole drilling equipment.

### **2.6.2 Disposal of Equipment/Personnel Decontamination IDW**

IDW generated during equipment and/or personnel decontamination activities, such as Tyvek® suits, gloves, and paper towels, will be bagged and placed in a commercial dumpster for disposal at a permitted landfill. It is not anticipated that this material will constitute a significant threat to human health and the environment.

### **2.6.3 Safety Procedures for Field Cleaning Operations**

Some of the materials used to implement the cleaning procedures outlined in this section can be harmful if used improperly. All field personnel will exercise caution and all applicable safety procedures contained in the HASP will be followed when handling cleaning materials. At a minimum, the following precautions will be taken in the field during these cleaning operations:

- Safety glasses with splash shields or goggles, and nitrile gloves will be worn during cleaning operations.
- Eating, smoking, drinking, chewing, or any hand to mouth contact will not be permitted during cleaning operations.

#### **2.6.4 Downhole Drilling Equipment**

The drilling contractor will construct a bermed, plastic-lined decontamination pit. Downhole drilling equipment will be decontaminated prior to use with a steam cleaner. Brushes will be used as required to remove soil from the equipment. Fluids and solids from decontamination procedures will be containerized as IDW, according to the procedures described in Section 2.2.5.

#### **2.6.5 Water Level Meters or Tapes**

Water level meters will be washed with soap and distilled water and then rinsed with distilled water.

### 3.0 REPORTING

Upon completion of the field investigation activities and review of laboratory analytical reports, a written report will be prepared in accordance with the IHSB's Guidelines. The report will include tables that present contaminant concentrations referenced to their respective remediation goals, drawings that show the Site topography, Site location, boring and well locations, sampling locations, water-table gradient, extent of ground-water contamination, if any, and geologic cross sections that show the extent of ground-water contamination, if any. The report will include copies of soil boring logs, monitoring well construction records, waste-disposal manifests, and laboratory analytical reports.

### **3.0 REPORTING**

Upon completion of the field investigation activities and review of laboratory analytical reports, a written report will be prepared in accordance with the IHSB's Guidelines. The report will include tables that present contaminant concentrations referenced to their respective remediation goals, drawings that show the Site topography, Site location, boring and well locations, sampling locations, water-table gradient, extent of ground-water contamination, if any, and geologic cross sections that show the extent of ground-water contamination, if any. The report will include copies of soil boring logs, monitoring well construction records, waste-disposal manifests, and laboratory analytical reports.

#### **4.0 SCHEDULE**

Field work will begin within three weeks of receiving authorization to proceed from IHSB, pending availability of the drilling contractor and locating of underground utilities. The field investigation is expected to take one week to complete. The collected samples will be submitted for analysis on a standard laboratory turnaround time, which is generally two weeks from the laboratory's receipt of the samples. A written report will be submitted to IHSB within six weeks of receipt of laboratory test reports.

5.0 CERTIFICATIONS

I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate and complete.

*Matthew E. Wallace*

Matthew E. Wallace, P.E.  
North Carolina P.E. #24933  
Principal Engineer  
MACTEC Engineering and Consulting, Inc.



Before me personally appeared Matthew E. Wallace to me known and known to me the person described in and who executed the foregoing instrument, and acknowledge to and before me that Matthew E. Wallace executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of March A.D., 2008.

Notary Public *[Signature]*

My commission expires 3-7-2009.

STATE OF North Carolina, COUNTY OF Buncombe.

I certify that, to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate and complete.

CTS Corporation

By *James L. Cummins*  
James L. Cummins  
Senior Vice President  
Administration

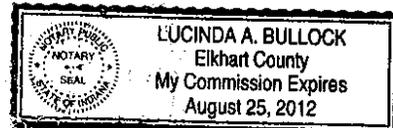
Before me personally appeared James L. Cummins to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of February A.D., 2008.

Notary Public *Lucinda A. Bullock*

My commission expires August 25, 2012.

STATE OF INDIANA, COUNTY OF ELKHART.



## 6.0 REFERENCES

- An Inventory of the Significant Natural Areas of Buncombe County, North Carolina.* North Carolina Natural Heritage Program, 1995.
- Expanded Site Assessment (ESI) and References.* North Carolina Department of Environment and Natural Resources, Inactive Hazardous Sites Branch, May 2001.
- Geologic Map and Mineral Resources Summary of the Fruitland Quadrangle North Carolina.* North Carolina Department of Natural and Economic Resources, Office of Earth Resources, 1973.
- Geologic Map and Mineral Resources Summary of the Oteen Quadrangle North Carolina.* North Carolina Department of Natural and Economic Resources, Office of Earth Resources, 1972.
- Geologic Map and Mineral Resources Summary of the Skyland Quadrangle North Carolina.* North Carolina Department of Natural and Economic Resources, Office of Earth Resources, 1972.
- Geologic Map of North Carolina.* North Carolina Geological Survey, 1985.

**TABLES**

**TABLE 1**  
**Adjacent Property Information**  
**Mills Gap Road Site**  
**Skyland, North Carolina**  
**MACTEC Project 6686-08-1744**

Map ID	Direction from Site	Owner Name	Buncombe County Tax Parcel ID	Land Use
1	Northwest (across Mills Gap Road)	Sanford Lewis	965515633328	Residential
2	North (across Mills Gap Road)	Cecilia Johnson	965515634332	Residential
3	North (across Mills Gap Road)	Thomas Baldwin	965515636245	Residential
4	Northeast (across Mills Gap Road)	Page and Greene, LLC	965515639600	Residential
5	Northeast (across Mills Gap Road)	Page and Greene, LLC	965515631406	Undeveloped (pastureland)
6	East	Terry Rice	965515628765	Residential (two dwellings)
7	East and Southeast	Lawrence Rice	965515627483	Residential (two dwellings)
8	South	Southside Village Association, Inc.	9655119529370	Residential (condominiums)
9	West	Southside Village Association, Inc.	965515529940	Residential (condominiums)
10	Northwest	Duckett Powell & Thomson Real Estate	965515536277	Undeveloped (wooded)

**Note:**  
Refer to Figure 3 (Map of Properties Adjacent to Site) for parcel locations.

Prepared By: *SEK 2/28/08*  
Checked By: *MEW 2/28/08*

**TABLE 2**  
**Water Supply Well Inventory**  
**Mills Gap Road Site**  
**Skyland, North Carolina**  
**MACTEC Project 6686-08-1744**

Map ID	Owner Name	Address
1	Ola and William Lisenbee	32 Concord Road
2	Robert Randall	42 Concord Road
3	David Harrell	50 Concord Road
4	Faye and David Bradley	14 Chapel Hill Church Road
5	Patricia and Thomas Pinner	35 Chapel Hill Church Road
6	Francis and Wallace Dick	56 Chapel Hill Church Road

**Notes:**

1. Refer to Figure 4 (Water Supply Well Inventory Map) for parcel locations.
2. Listed wells are in-service water supply wells used for potable drinking water.

Prepared By: *SEK 2/28/08*

Checked By: *MEW 2/28/08*

**TABLE 3**  
**Summary of Site Investigation Reports and Supporting Documents**  
**Mills Gap Road Site**  
**Skyland, North Carolina**  
**MACTEC Project 6686-08-1744**

Date	Title	Author	Report Submitted To
8/31/1987	Report of Site Assessment Services	Law Environmental, Inc.	CTS Corporation
2/22/1991	Screening Site Inspection, Phase II	NUS Corporation	EPA Waste Management Division
2/17/2000	Trip Report	Tetra Tech EM, Inc.	EPA Region IV ERRB
7/12/2001	Geoprobe Coring Results - Mills Gap Road W.A. # 0-141, Trip Report	Lockheed Martin Technology Services Group	EPA Emergency Response Team Center
3/6/2003	Removal Assessment Letter Report	Weston Solutions, Inc.	EPA Region IV ERRB
5/8/2001	Expanded Site Inspection Report and References	NCDENR Division of Waste Management, Superfund Section	EPA Waste Management Division
4/6/2004	Health and Safety Plan	MACTEC	EPA Region IV ERRB
4/6/2004	Quality Assurance Project Plan	MACTEC	EPA Region IV ERRB
5/14/2004	Removal Action Pilot Study Plan	MACTEC	EPA Region IV ERRB
5/17/2004	Sampling and Analysis Plan	MACTEC	EPA Region IV ERRB
9/17/2004	Sampling and Analysis Plan (SAP) Report	MACTEC	EPA Region IV ERRB
9/17/2004	Report of Removal Action Pilot Study	MACTEC	EPA Region IV ERRB
8/31/2005	Revised Removal Action Plan	MACTEC	EPA Region IV ERRB
8/18/2006	Removal Report	MACTEC	EPA Region IV ERRB
April 2004 to January 2008	Monthly Report	MACTEC	EPA Region IV ERRB

**Abbreviations:**

EPA - United States Environmental Protection Agency  
ERRB - Emergency Response and Removal Branch  
NCDENR - North Carolina Department of Environment and Natural Resources

Prepared By: *SEK 2/28/08*  
Checked By: *MEV 2/28/08*

**TABLE 4**  
**Proposed Monitoring Well Information**  
**Mills Gap Road Site**  
**Skyland, North Carolina**  
**MACTEC Project 6686-08-1744**

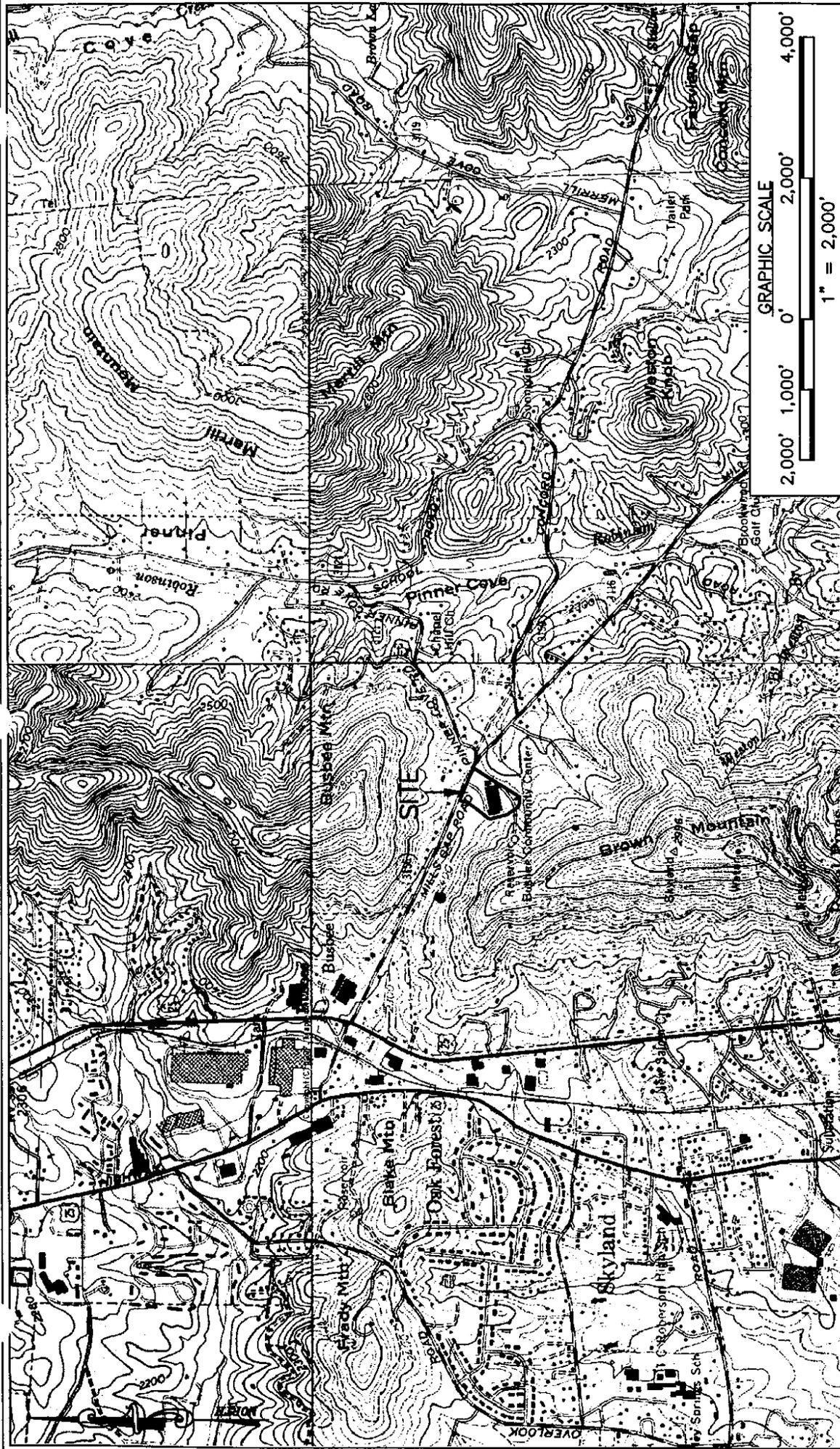
Monitoring Well	Justification	Screened Interval	Anticipated Well Depth (feet bgs)
MW-1	Upgradient	Water table	50
MW-2	Source Area	Water table	27
MW-2A	Source Area	PWR	60
MW-3	Downgradient - East	Water table	43
MW-4	Downgradient - West	Water table	20
MW-5	Downgradient - North	Water table	35

**Notes:**

1. Water table wells installed with a ten-foot screen that intersects the water table.
2. PWR - partially weathered rock; well set in PWR, just above bedrock, with a five-foot screen.

Prepared By: *SEK 2/28/08*  
 Checked By: *MSW 2/28/08*

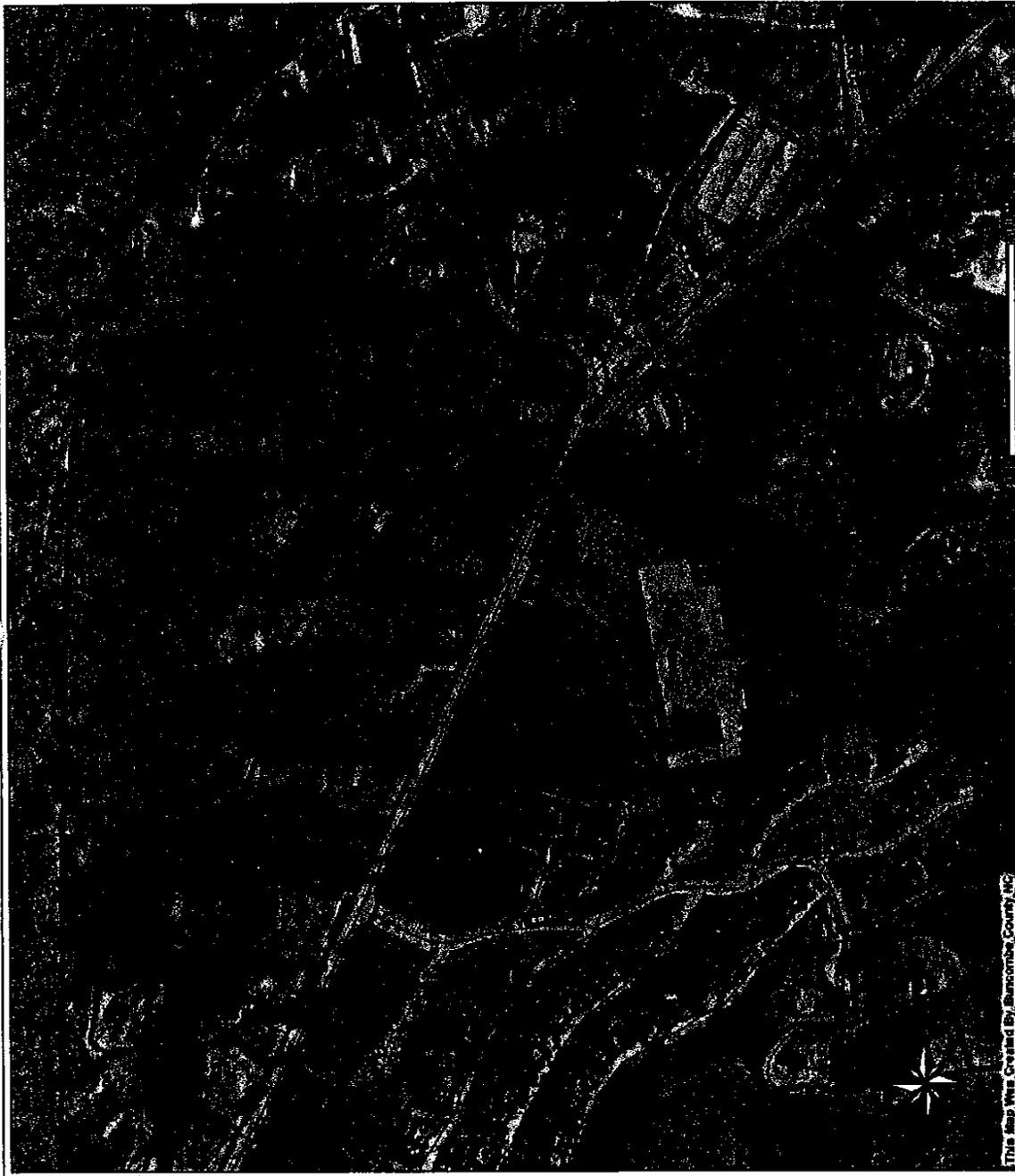
**FIGURES**



TOPOGRAPHIC SITE MAP  
 MILLS GAP ROAD SITE  
 SKYLAND, NORTH CAROLINA



DRAWN: <i>SEK</i>	ENG CHECK: -	DATE: FEBRUARY 2008	PROJECT: 6686-08-1744
DFT CHECK: MEW	APPROVAL: MEW	SCALE: 1" = 2,000'	FIGURE: 1
REFERENCE: USGS QUADRANGLES: ASHEVILLE (1961), OTEEN (1962), FRUITLAND (1978) AND SKYLAND (1978)			



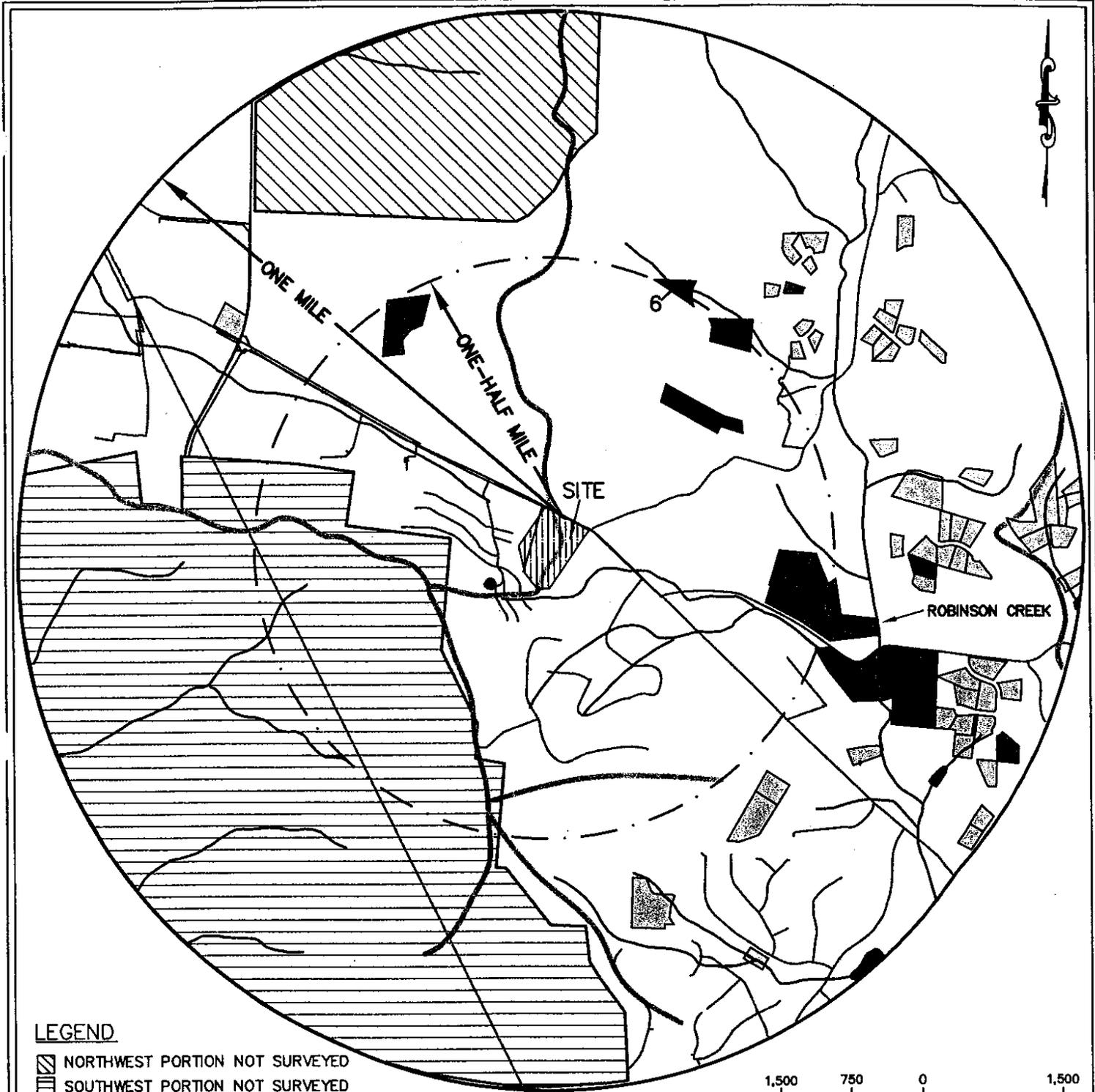
This Map was Created By Buncombe County GIS

MAP OF PROPERTIES ADJACENT TO SITE  
MILLS GAP ROAD SITE  
SKYLAND, NORTH CAROLINA



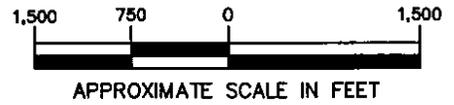
DRAWN: <i>SEK</i>	ENG CHECK: -	DATE: FEBRUARY 2008	PROJECT: 6686-08-1744
DFT CHECK: Mew	APPROVAL: Mew	SCALE: AS SHOWN	FIGURE: 3

REFERENCE: BUNCOMBE COUNTY GIS WEBSITE (2006 AERIAL PHOTOGRAPH); REFER TO TABLE 1 FOR PROPERTY INFORMATION, AS INDICATED BY NUMBERS 1-10.



**LEGEND**

- NORTHWEST PORTION NOT SURVEYED
  - SOUTHWEST PORTION NOT SURVEYED
  - WELL PREVIOUSLY IDENTIFIED BY EPA\*
  - POTABLE WELL IDENTIFIED BY MACTEC (2006)\*
  - POSSIBLE WELL STRUCTURE IDENTIFIED BY MACTEC (2006)
  - STREAMS AND WATER BODIES
  - MUNICIPAL WATER SUPPLY LINES (2004)
  - PROMINENT RIDGES
- \*REFER TO TABLE 2 FOR WELL INFORMATION OF PARCELS NUMBERED 1 THROUGH 6

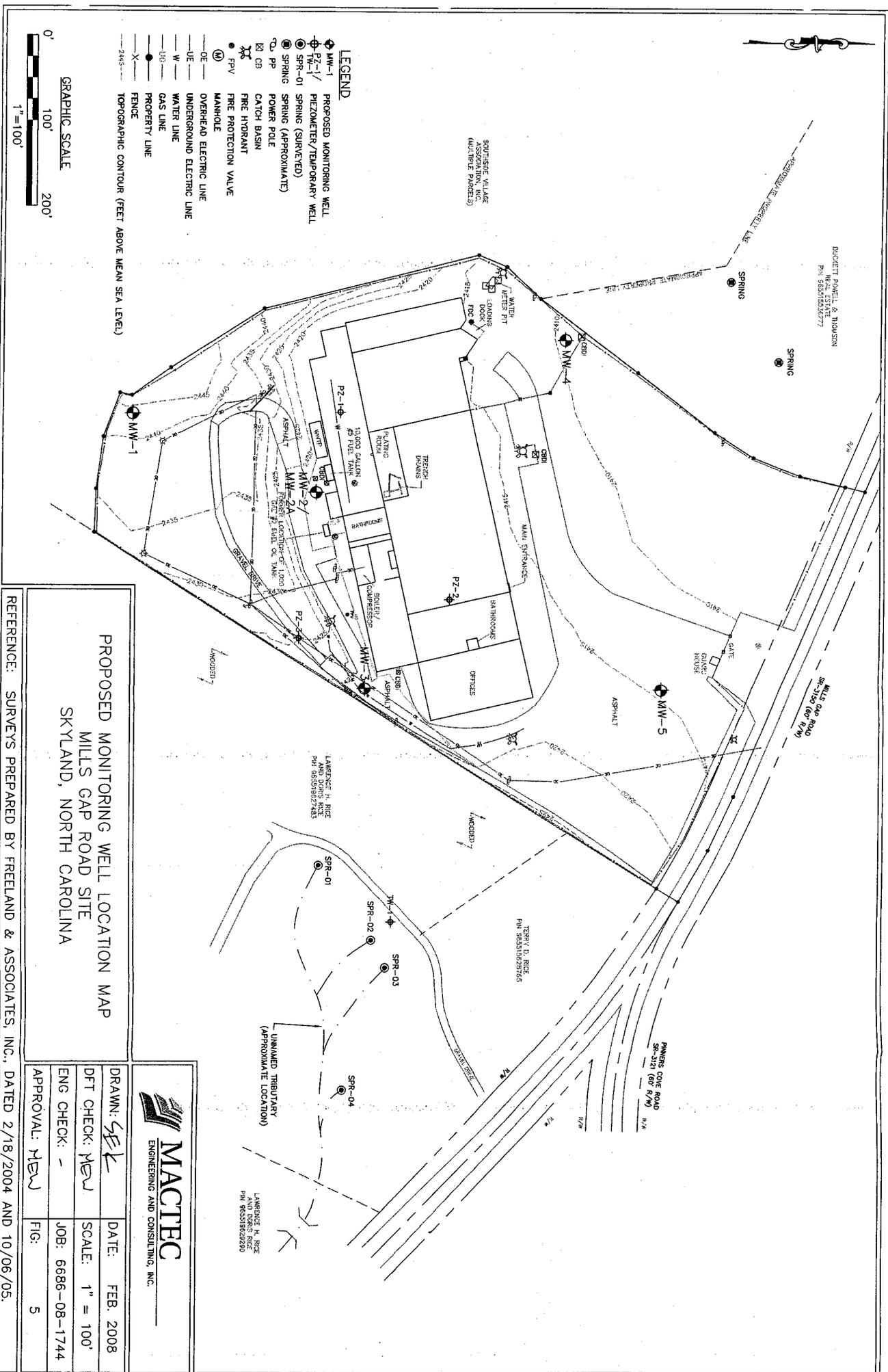


**MACTEC**  
ENGINEERING AND CONSULTING, INC.

WATER SUPPLY WELL INVENTORY MAP  
MILLS GAP ROAD SITE  
SKYLAND, NORTH CAROLINA

DRAWN: <i>SEK</i>	DATE: FEB. 2008
DFT CHECK: <i>MW</i>	SCALE: approx. 1"=1,500'
ENG CHECK: -	JOB: 6686-08-1744
APPROVAL: <i>MW</i>	FIG: 4

REFERENCE: CITY OF ASHEVILLE WATER RESOURCES DEPARTMENT (2004).



**PROPOSED MONITORING WELL LOCATION MAP**  
**MILLS GAP ROAD SITE**  
**SKYLAND, NORTH CAROLINA**

DRAWN: *SEL* DATE: FEB. 2008  
 DFT CHECK: *MEU* SCALE: 1" = 100'  
 ENG CHECK: - JOB: 6686-08-1744  
 APPROVAL: *MEU* FIG: 5

REFERENCE: SURVEYS PREPARED BY FREELAND & ASSOCIATES, INC., DATED 2/18/2004 AND 10/06/05.



- LEGEND**
- MW-1 PROPOSED MONITORING WELL
  - PZ-1/ PIZOMETER/TEMPORARY WELL
  - SPR-01 SPRING (SURVEYED)
  - SPRING SPRING (APPROXIMATE)
  - PP POWER POLE
  - CB CATCH BASIN
  - FH FIRE HYDRANT
  - FV FIRE PROTECTION VALVE
  - MH MANHOLE
  - OE OVERHEAD ELECTRIC LINE
  - UE UNDERGROUND ELECTRIC LINE
  - W WATER LINE
  - GL GAS LINE
  - PL PROPERTY LINE
  - X FENCE
  - 2445 TOPOGRAPHIC CONTOUR (FEET ABOVE MEAN SEA LEVEL)
- GRAPHIC SCALE  
 0' 100' 200'  
 1" = 100'



## **APPENDICES**

**APPENDIX A**

**SECTION 104 RESPONSE LETTER**



bcc: Michael F. Dolan  
Paul W. Schroeder  
Marvin E. Gobles

August 16, 2002

VIA FEDERAL EXPRESS

Mr. Henry Webb  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Sam Nunn Atlanta Federal Center  
Region 4, EAD, 13<sup>th</sup> Floor  
61 Forsyth Street SW  
Atlanta, GA 30303

Re: Responses of CTS Corporation to "First Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the Mills Gap Road Groundwater Contamination Superfund Site in Buncombe County, North Carolina"

Dear Mr. Webb:

This is in response to the above-referenced Request for Information regarding the Mills Gap Road Groundwater Contamination Superfund Site ("Site"). CTS Corporation ("CTS") voluntarily provides the following information, without admitting any liability or responsibility whatsoever for the Site under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. (CERCLA), the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq. (RCRA) or any other statute.

Preliminary Statement and General Objections

Although CTS has carried out a search for the information requested, it should be noted that it objects generally to the Request for Information because it is overly broad. It imposes an undue burden upon CTS and, in the absence of any known connection between CTS and the conditions allegedly existing at the Site, the information requested is arbitrary and an abuse of discretion. Furthermore, the Request is beyond the scope of the Agency's authority pursuant to CERCLA § 104(e), 42 U.S.C. § 9604(e) and RCRA § 3007, 42 U.S.C. 6927.

CTS specifically objects to the Request for Information to the extent that it purports to require CTS to respond on the basis not only of all information and documents in its control, but also to provide all information and documents in the possession, custody, and control of former employees or agents. CTS objects to the Request for Information to the extent that it purports to impose upon CTS an obligation to research, investigate and disclose information from other sources.

CTS further objects to the Agency's description of the purported legal authority for the Request and its vague and inaccurate reference to possible penalties for non-compliance. Any information provided by the Company is based upon a reasonable investigation and search of records kept in the ordinary course of business and the responses are based on such reasonable records search and investigation.

None of the matters that are the subject of this request, and CTS' response, are within the personal knowledge of the undersigned. This letter constitutes the corporate response of CTS Corporation to the Request for Information and is based upon documents in the possession of CTS and information obtained from employees of CTS, primarily through their review of those documents.

CTS further objects to the "Instructions" and "Definitions" to the extent that they generally purport to expand upon the requirements of CERCLA § 104(e), 42 U.S.C. § 9604(e) and RCRA § 3007, 42 U.S.C. § 6927. Without limiting the breadth of the foregoing objection, CTS specifically objects to the Agency's definition of:

- "you," "Respondent" or "CTS" as including any person or entity other than CTS Corporation
- the "Site" or "Facility" as being legal conclusions and not as defined by either CERCLA or RCRA
- "materials," "hazardous materials" and "non-hazardous materials" as not defined by either CERCLA or RCRA
- "identify," "document" and "documents" as being overly broad, unduly burdensome, incomprehensible and not defined by either CERCLA or RCRA.

CTS further objects to the Request for Information to the extent it seeks attorney/client privileged communications.

CTS further objects to the Request for Information to the extent that it purports to call for information concerning petroleum products because CERCLA excludes petroleum from the definition of a hazardous substance. CERCLA § 101(14), 42 U.S.C. § 9601(14).

CTS' responses to the Request for Information are made as of the date hereof, and CTS reserves the right to revise, amend and supplement its responses at any time in the future.

Subject to and without waiver of the foregoing objections, CTS responds to the Request for Information as follows:

Request No. 1: Identify the person(s) answering these questions on behalf of Respondent.

Response to Request No. 1:

Marvin E. Gobles  
Manager, Environmental Services  
CTS Corporation  
905 West Boulevard N.  
Elkhart, IN 46514  
Tel. No. (574) 293-7511

Elizabeth Bottorff Ahlemann  
Senior Legal Counsel  
CTS Corporation  
905 West Boulevard N.  
Elkhart, IN 46514  
Tel. No. (574) 293-7511

Request No. 2: For each and every Question contained herein, identify all persons consulted in the preparation of the Response to Request.

Response to Request No. 2:

Marvin E. Gobles  
Manager, Environmental Services  
CTS Corporation  
905 West Boulevard N.  
Elkhart, IN 46514  
Tel. No. (574) 293-7511

Request No. 3: For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide true and accurate copies of all such documents.

Response to Request No. 3:

CTS has made a reasonable, good faith effort under the circumstances to search for, identify and provide documents that contain relevant information that CTS believes is responsive to these Requests. Such documents that have been located by CTS to date are attached to these Responses as Bates Nos. 000001 to 000410; provided, however, that to the extent that any such documents are protected by attorney-client privilege, they are not

included. Where appropriate, specific documents are identified by Bates number in CTS' Responses to individual Requests.

Request No. 4: State the dates during which you owned, operated, or leased any portion of the Site and provide copies of all documents evidencing or relating to such ownership, operation, or lease, including but not limited to purchase and sale agreement, deeds, leases, etc.

Response to Request No 4:

CTS of Asheville, Inc., a North Carolina corporation and a subsidiary of CTS Corporation, an Indiana corporation, purchased, to the best of CTS' knowledge and belief, the building and real property located on Mills Gap Road in Asheville, North Carolina, and other equipment and assets, on June 12, 1959 from International Resistance Company ("IRC"), of Philadelphia, Pennsylvania, a Delaware corporation. The total acreage purchased by CTS of Asheville, Inc. was approximately 66.4 acres. (See Bates Nos. 000009 - 000011.) Based on copies of documents from 1952 that CTS located, which are attached as Bates Nos. 000001 - 000008, it appears that IRC purchased the property from Bibco Corporation on December 2, 1952 and that at the time of IRC's purchase from Bibco, the building was under construction but not completed.

On April 4, 1972, CTS of Asheville, Inc. granted an easement to the City of Asheville to operate and maintain and water reservoir and associated pipes on the property. (See Bates Nos. 000012 - 000015.) This easement was assigned by CTS of Asheville, Inc. to CTS Corporation on December 30, 1983.

On August 20, 1975, CTS of Asheville, Inc. conveyed 9.05 acres of the property to Buncombe County, North Carolina. (See Bates Nos. 000016 - 000021.)

On February 2, 1976, CTS of Asheville granted an easement to Buncombe County so that Buncombe County could maintain a drainage ditch to be constructed on the County's property. (See Bates Nos. 000022 - 000024.)

On December 30, 1983, CTS of Asheville, Inc. transferred the property to its parent corporation, CTS Corporation. (See Bates Nos. 000025 - 000031.) It appears that this deed was re-done in September 1986 due to an error in the legal description on the 1983 deed, because a second deed conveying the property from CTS of Asheville, Inc. to CTS Corporation was recorded on September 18, 1986. (See Bates Nos. 000032 - 000034.)

It appears that some time after September 18, 1986 but prior to December 23, 1987, CTS sold some of the property to a company called "Landmark Enterprises." (See Bates No. 000032.) CTS does not have any further information about "Landmark Enterprises," other than the fact that it was not in any way affiliated with CTS. As of December 23, 1987, CTS owned 53.54 acres.

On December 23, 1987, CTS sold its remaining 53.54 acres to Mills Gap Road Associates, a North Carolina general partnership with an address of 53 N. Market St.,

Asheville, North Carolina 28801. The three partners in Mills Gap Road Associates were Stanley H. Greenberg, John A. Powell and Fred N. Slosman. Mr. Greenberg was Vice President of Coldwell Banker Hill-Gatewood Realtors, the realty firm with whom CTS had listed the property for sale. The property was sold on a land contract, with Mills Gap Road Associates giving CTS a promissory note that was secured by a Purchase Money Deed of Trust. (See Bates Nos. 000040 - 000074.) The final payment on the Promissory Note was paid on behalf of Mills Gap Road Associates on August 27, 1997. (See Bates No. 67.)

Request No. 5: Identify any persons who concurrently with you exercised actual control or who held significant authority to control activities at the Site, including but not limited to:

- a. partners or joint venturers;
- b. any contractor, subcontractor, or licensor with any presence or activity on the Site; (service contractors, remediation contractors, management and operator contractors, licensor providing technical support to licensed activities);
- c. any person subleasing land, equipment or space on site;
- d. utilities, pipelines, railroads and any other person with activities and/or easements regarding the site;
- e. major financiers and lenders;
- f. any person who exercised actual control over any activities or operations on Site;
- g. any person who held significant authority to control any activities or operation on site;
- h. any person who held significant presence or who conducted significant activities on site; and/or
- i. government entities that had proprietary (as opposed to regulatory) interest or involvement with regard to the activity on the Site/facility/plant.

Response to Request No. 5:

Please see CTS' response to Request No. 4, above. Further, CTS leased 4,752 square feet of the manufacturing facility to Arden Electroplating, Inc. from at least December 1, 1985 to November 30, 1986. The owner of Arden Electroplating, Inc. was Thomas D. Israel, with a home address of 9 Blackberry Lane, Fletcher, North Carolina, 28732. (See Bates Nos. 000035 - 000037.) CTS also sold plating equipment to Arden Electroplating, Inc. (See Bates Nos. 000038 - 000039.)

Request No. 6: Identify any legal or equitable interest that you now have, or previously had in the Site. Include information regarding the nature of such interest; when, how, and from whom such interest was obtained; and when, how and to whom such interest was conveyed. In addition, submit copies of all instruments evidencing the acquisition or conveyance of such interest.

Response to Request No 6:

Please see the Response to Request No. 4, above.

Request No. 7: At the time you acquired or operated the Site, did you know or have reason to know that any hazardous substance was disposed of on or at the Site? Describe all investigations of the Site you undertook prior to acquiring the Site and all of the facts on which you base the Response to Request to the preceding question.

Response to Request No 7:

With respect to CTS' acquisition of the property, at the time that CTS of Asheville, Inc. acquired the property, in June, 1959, CTS did not have any reason to know that any hazardous substance was disposed of on or at the property. CTS has no information regarding any investigations that might have been undertaken in 1959 prior to the acquisition of the property by CTS of Asheville, Inc.

With respect to CTS' operations on the property, CTS does not know or have reason to know that any hazardous substance was disposed of on the property. Inspections of CTS' operations were performed by the State of North Carolina, Department of Human Resources, Division of Health Services, Environmental Health Section, Solid and Hazardous Waste Management Branch. (See Bates Nos. 000075 - 000097.)

Request No. 8: Identify all prior owners of the Site. For each prior owner, further identify:

- a. the dates of ownership;
- b. all evidence showing that they controlled access to the Site; and
- c. all evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at the Site during the period that they owned the Site.

Response to Request No. 8:

- a. Bibco Corporation owned the property prior to December 2, 1952. IRC owned the property from December 2, 1952 to June 12, 1959.
- b. Bibco Corporation owned the property prior to December 2, 1952, and was in the process of constructing a building on the property when IRC purchased the property from Bibco on December 2, 1952. IRC owned the property from

December 2, 1952 to June 12, 1959. IRC completed construction, in 1953, of the building that Bibco had begun.

- c. CTS has no knowledge regarding the release of any hazardous substance, pollutant or contaminant on the property at any time.

Request No. 9: Identify all prior operators of the Site, including lessors, of the Site. For each such operator, further identify:

- a. the dates of operation;
- b. the nature of prior operations at the Site;
- c. all evidence that they controlled access to the Site; and
- d. all evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at or from the Site and/or its solid waste units during the period that they were operating the Site.

Response to Request No. 9:

Bibco Corporation owned the property prior to December 2, 1952. IRC of Philadelphia, Pennsylvania, a Delaware corporation, owned the property from December 2, 1952 to June 12, 1959. IRC operated a manufacturing facility on the premises. To the best of CTS' knowledge and belief, CTS of Asheville, Inc. purchased the building, real property, equipment and other assets of the business from IRC. CTS has no further information concerning IRC.

Request No. 10: Describe the nature of your activities or business at the Site, with respect to purchasing, receiving processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the site.

Response to Request No. 10:

CTS' business is the manufacture of electronic components. At the Asheville location, this activity included both the manufacture of piece parts and assembly operations. Raw materials and other process materials were purchased and stored in a warehouse area within the building, then transferred to the production floor as needed. The majority of purchased materials became a part of the final product. Byproducts of the manufacturing process were either reclaimed or disposed of offsite.

Request No. 11: Did you ever use, purchase, generate, store, treat, dispose, or otherwise handle at the Site any hazardous substances? If the answer to the preceding question is anything but a qualified "no," identify:

- a. in general terms, the nature and quantity of the hazardous substances so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
- b. the chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
- c. the persons who supplied you with each such hazardous substance;
- d. how each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
- e. when each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
- f. where each such hazardous substance was used, purchased, generated, stored, treated, transported disposed or otherwise handled by you;
- g. the quantity of each such hazardous substance used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

Response to Request No. 11:

CTS ceased operations at this location in approximately April 1986. Therefore, the following information is provided to the best of CTS' knowledge, based primarily on documents from the location that are being provided along with CTS' responses. (See Bates Nos. 000098 - 000271.)

Acetone was used for cleaning and as the primary solvent in carbon paint. Acetone was received and stored in two 4,000 gallon underground tanks, although one of the tanks may, at some point, have been used to store waste acetone. Waste acetone was also placed in drums. Spent acetone was sent offsite for reclamation or disposal. The rate of acetone waste generated varied, ranging from 495 gallons to 3,640 gallons per year.

Trichloroethylene (TCE) was used for vapor degreasing of parts and equipment. Incoming TCE was stored in a small above-ground tank and in later years in drums. Waste TCE was placed in drums and sent off-site for disposal. Prior to 1980, there was a distillation unit attached to the degreaser for reclamation of the solvent, so the actual rate of generation is unknown. After 1980, waste TCE was generated at an average rate of approximately 350 gallons per year.

Silver, zinc, chrome, nickel and cyanide compounds were used in the electroplating operation, along with various acids and caustic cleaners. Prior to 1980, rinse waters from the plating operation were discharged to city sewer without treatment. Spent plating baths were drummed for off-site reclamation or disposal. In 1979-1980, CTS of

Asheville, Inc. installed a waste water treatment system to treat waters prior to discharge, which generated a metal hydroxide sludge. Sludge was generated at an average rate of 19,136 pounds per year from 1981 through 1985. Sludge was transported off-site for disposal.

It appears that other wastes were generated from time to time. Small amounts of Kerosene and Mineral Spirits, and 1,1,1-Trichloroethane (TCA), were used for cold cleaning, primarily in the tool room. These wastes were in drums and disposed of off-site. In 1987, after manufacturing operations at the location had ceased, there were two drums of N-Butyl Acetate disposed of off-site. N-Butyl Acetate was used as a component in some of the carbon paint formulations and as a cleaner for a printer. Since both of these operations would have resulted in the solvent evaporating, rather than remaining as a liquid, it is likely that the two drums represented excess unused product that remained at the time CTS ceased operations at the Asheville location.

Request No. 12: Identify all federal, state and local authorities that: (a) regulated you and/or the Site during the time you owned and/or operated the site; and/or (b) interacted with you and/or the Site during the time you owned and/or operated the Site. Your response is to address all interactions and in particular all contact from agencies/departments that dealt with health and safety issues and environmental concerns.

Response to Request No. 12:

See Bates Nos. 000075 – 000097 and 000217 – 000258, which are attached hereto. From these documents, it appears that the facility was regulated by U.S. EPA, Region IV; the Western North Carolina Regional Air Pollution Agency; the North Carolina Department of Human Resources, Division of Health Services, Environmental Health Section, Solid and Hazardous Waste Management Branch; the North Carolina Department of Natural Resources and Community Development; and the Buncombe County Metropolitan Sewerage District. It appears that the South Carolina Department of Health and Environmental Control and the Buncombe County Department of Community Development were agencies that also interacted with the CTS' Asheville location.

Request No. 13: Describe all occurrences associated with violations, citations, deficiencies, and/or accidents concerning the Site between 1959 and 1987. Provide copies of all documents associated with each such occurrence.

Response to Request No. 13:

The only known occurrences related to deficiencies found during RCRA inspections in 1982 and 1985. Both of these deficiencies were corrected by CTS of Asheville, Inc. within a month of being discovered. In a letter dated February 24, 1982, the North Carolina Division of Health Services noted a violation of 40 CFR 265.15(b)(1)(2) relating to the lack of a written schedule for safety and emergency equipment and security device inspection. (See Bates Nos. 000076 – 000078.) A re-inspection of the

22, 1982 found that the violation had been corrected. (See Bates No. 000079.) In a letter dated January 2, 1985, the North Carolina Division of Health Services advised of violations related to container management. (See Bates Nos. 000086 - 000091.) In a letter dated January 21, 1985, that same agency wrote that the facility had been re-inspected, and was now in compliance. (See Bates No. 000092.)

Request No. 14: Provide a list of all local, state, and federal environmental permits ever granted for the Facility or any part thereof (e.g., Resource Conservation and Recovery Act ("RCRA") permits, National Pollution Discharge Elimination System ("NPDES") permits, etc.).

Response to Request No. 14:

The CTS' Asheville location had required air permits and waste water permits, and also had a RCRA generator EPA I.D. number. The permits for this facility were as follows:

Air Permits

Cyclonic Dust Collector	Permit No. 20120
Cyclonic Dust Collector	Permit No. 20112
Cyclonic Dust Collector	Permit No. 20113
Boiler	Permit No. 20213
Backup Boiler	Permit No. 20090

Waste Water Permits

Industrial Waste Discharge	Permit No. 010
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RCRA Generator EPA I.D. No. NCD003149556

Permits that were subject to expiration were typically renewed. For existing documentation with respect to the above permits, please see Bates Nos. 000217 - 000258.

Request No. 15: Did the Facility ever file a Hazardous Waste Activity Notification under RCRA? If so, provide a copy of such notification.

Response to Request No. 15:

Yes. CTS of Asheville, Inc. filed an Initial Notification and a Subsequent Notification in 1980. (See Bates Nos. 000259 - 000271).

Request No. 16: Did the Facility ever have "interim status" under RCRA? If so, and the Facility does not currently have interim status, describe the circumstances under which the Facility lost interim status.

Response to Request No. 16:

CTS of Asheville, Inc. had "generator only" status. The 1980 notifications were protective filings. Subsequently, a determination was made that wastes could be shipped off-site within the 90-day required time period. Therefore, interim status as a storage facility was not necessary and the plant never operated as an interim status RCRA Storage facility. The "generator only" status of the facility was recognized in a letter from the State of North Carolina dated March 13, 1984. (See Bates Nos. 000272 - 000277).

Request No. 17: Provide information about the Site, including but not limited to the following:

- a. property boundaries, including a written legal description;
- b. location of underground utilities (telephone, electrical, sewer, water main, etc.);
- c. surface structures (e.g., buildings, tanks, etc.);
- d. groundwater wells, including drilling logs;
- e. storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s), and other underground structures; and where, when and how such systems are emptied;
- f. any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the site; and
- g. all maps and drawings of the Site in your possession.

Response to Request No. 17:

Information responsive to the various subparts of the above Request appears on the maps and drawings that are attached as Bates Nos. 000278 - 000281. It appears that several additions were made to the property: In 1962, 1965, 1978 and 1979. The last addition was the waste treatment building, which was added in 1979. CTS is not aware of any groundwater wells existing on the property, nor was there to CTS' knowledge, a septic system on the property.

Request No. 18: Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.

Response to Request No. 18:

In connection with the sale of the property by CTS to Mills Gap Road Associates in 1987, a "Report of Site Assessment Services" dated August 31, 1987 was prepared by Law Environmental, Inc. A copy of this report is attached as Bates Nos. 000282 - 000399. This is the only such report of which CTS is aware. Other documents provided by CTS in response to these requests may contain information responsive to the Request No. 18. To the best of CTS' knowledge and belief, CTS does not have any aerial photographs of the property.

Request No. 19: Describe the acts or omissions of any persons other than your employees, agents or those persons with whom you had a contractual relationship, that may have caused the release or threat of release of hazardous substances at the Site and damages relating therefrom and identify such persons. In addition:

- a. describe all precautions that you took against foreseeable acts or omissions of any such third parties including, but not limited to insert names if known, e.g., of prior owners, etc.] and the consequences that could foreseeable result from such acts or omissions; and
- b. describe the care you exercised with respect to the hazardous substances found at the Site.

Response to Request No. 19:

CTS has no knowledge of any release or threat of release of hazardous substances occurring during the time CTS owned the property. Please see CTS' Responses to Request No. 12, which gives details about the agencies that regulated and inspected CTS' operations at the facility. In addition, the documents produced in response to these Requests may contain information responsive to this Request.

Request No. 20: Identify all past and present solid waste management units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas, etc.) on the Site. For each such solid waste management unit, provide the following information:

- a. a map showing the unit's boundaries and the location of all known solid waste management units
- b. the type of unit (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit;
- c. the dates that the unit was in use;
- d. the purpose and past usage (e.g., storage, spill containment, etc.);

- e. the quantity and types of materials (hazardous substances and any other chemicals) located in each unit;
- f. the construction (materials, composition), volume, size, dates of cleaning, and condition of each unit; and
- g. if the unit is no longer in use, how was such unit closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.

Response to Request No. 20:

CTS is not aware of any Solid Waste Management Units (SWMUs) on the property. The waste treatment pit (regulated under the Clean Water Act) was constructed in 1979 to collect wastewater from the electroplating process. This pit was cleaned by CTS in 1987 and the material collected from cleaning was shipped off-site. See Bates Nos. 000117 - 000135 for Uniform Hazardous Waste Manifests related to this disposal of these materials.

Request No. 21: Describe the conditions of the physical plant facility at the Site during the years CTS owned and/or operated the Site. Your response is to include, but should not be limited to, the status of equipment (operating or dormant), general condition of the facility (e.g., leaking pipes, corroded drain or new piping installed), quality of maintenance (e.g., equipment in disrepair or inspected monthly), adherence to procedures (improper handling of chemicals, incomplete/absent policies, quality of supervision) and management of the plant.

Response to Request No. 21:

To CTS' knowledge, the plant was maintained in good condition during the period that CTS maintained operations at the Asheville location. CTS' operations were inspected by various regulatory agencies (See CTS' Response to Request No. 12 and Bates Nos. 000075 - 000097). There was employee training to insure that chemicals were properly handled. See Bates Nos. 000400 - 000410.

Request No. 22: Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Site. In addition, identify:

- a. when such releases occurred;
- b. how the releases occurred (e.g. when the substances were being stored, delivered by a vendor, transported or transferred (to or from any tanks, drums, barrels, or recovery units), and treated);
- c. the amount of each hazardous substance, pollutant, or contaminant so released;

- d. where such releases occurred;
- e. any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;
- f. any and all investigations of the circumstances, natures, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing undertaken; and
- g. all persons with information relating to these releases.

Response to Request No. 22:

CTS is not aware of the occurrence of any leaks, spills or releases.

Request No. 23: Was there ever a spill, leak, release, or discharge of hazardous substances into any subsurface disposal system or floor drain inside or under the CTS building? If the answer to the preceding question is anything but an unqualified "no" identify:

- a. where the disposal system or floor drains were located;
- b. when the disposal system or floor drains were installed;
- c. whether the disposal system or floor drains were connected to pipes;
- d. where such pipes were located and emptied;
- e. when such pipes were installed;
- f. how and when such pipes were replaced, or repaired; and
- g. whether such pipes ever leaked or in any way released hazardous substances into the environment.

Response to Request No. 23:

CTS has no knowledge of any such spill, leak, release or discharge of hazardous substances.

Request No. 24: Has any contaminated soil ever been excavated or removed from the Site? Unless the answer to the preceding question is anything besides an unequivocal "no", identify:

- a. amount of soil excavated;
- b. location of excavation;

- c. manner and place of disposal and/or storage of excavated soil;
- d. dates of soil excavation;
- e. identity of persons who excavated or removed the soil;
- f. reason for soil excavation;
- g. whether the excavation or removed soil contained hazardous substances and why the soil contained such substances;
- h. all analyses or tests and results or analyses of the soil that was removed from the Site; and
- i. all persons, including contractors, with information about (a) through (h) of this request.

Response to Request No. 24:

No.

Request No. 25: Provide information and documentation concerning all inspections, evaluations, safety audits, correspondence and any other documents associated with the conditions, practices, and/or procedures at the Site concerning insurance issues.

Response to Request No. 25:

Please see CTS' Response to Request No. 12.

Request No. 26: Describe the waste generation history of the Site, including all controlled and uncontrolled releases of compounds, reactants, products, waste, and any other substance. In your response list all releases by compound, the amount of release and the circumstances surrounding said release between 1959 and 1987.

Response to Request No. 26:

Please see CTS' Responses to Requests Nos. 22 and 23. Also, please see CTS' Response to Request No. 11.

Request No. 27: Describe the waste handling and disposal history of the Site, for all facilities and all operations, including but not limited to transportation, shipping and/or receiving, storage, manufacturing, research, quality control, waste containment, and waste disposal facilities, between 1959 and 1987. This description is to include the names, addresses and activities of waste disposal contractors, and copies of all supporting documents (manifests, invoices, contracts, etc.)

Response to Request No. 27:

Please see CTS' Response to Request No. 11. As previously mentioned, this facility operated as a generator of hazardous waste. All wastes were transferred off-site for reclamation or disposal.

Request No. 28: Describe all instances where the Site accepted waste from any company or person, or where the Site accepted substances which could be considered hazardous and not useful in their present form. Your responses is to include the following:

- a. a description of the waste sent to the Site;
- b. the types and quantity of the waste sent to the Site;
- c. the name of the person or company who transported the waste to the Site;
- d. the name of the person or company who sent the waste to the Site;
- e. the names of the person or company who originated the waste sent to the Site;
- f. the date(s) such wastes were sent to the Site;
- g. the state (i.e., liquid, solid, or gaseous) of the wastes sent to the Site, and the manner in which the wastes were stored or disposed (i.e., drummed or uncontained, placed in lagoons, landfilled, placed in piles, etc.);
- h. a description of what the site would do with the waste once received;
- i. the reason which led you to believe that the waste received was indeed waste when received; and
- j. the names of all customers who would receive a finished product which was composed of any waste described in this question.

Response to Request No. 28:

Not applicable. CTS did not accept waste from off-site sources.

Request No. 29: Describe all instances where the Site accepted substances which could be considered off-spec. "Off-spec" is intended to mean a substances that in its current form is not useful for its intended purpose. Off-spec materials are often experimental products and/or substances which did not live up to expectations; or products and/or substances which did not meet the level of quality required for its intended purpose, i.e. a contaminated batch of solvents. Our response is to include the following:

- a. a description of the substances sent to the Site:

- b. the types and quantity of the substances sent to the Site;
- c. the name of the person or company who transported the substances to the Site;
- d. the name of the person or company who sent the substances to the Site;
- e. the name of the person or company who originated the waste sent to the Site;
- f. the date(s) such substances were sent to the Site;
- g. the state (i.e. liquid, solid, or gaseous) of the substances sent to the Site, and the manner in which the substances were stored or disposed (i.e., drummed or uncontained, placed in lagoons, landfilled, placed in piles, etc.);
- h. a description of what the Site Operator would do with the substances once received;
- i. the reason which led you to believe that the substances received were off-spec in the form received by the Site; and
- j. the names of all customers who would receive a finished product which was composed of any substances described in this question.

Response to Request No. 29:

Not applicable. See CTS' Response to Request No. 28.

Request No. 30: Provide a list of all hazardous waste treatment and disposal facilities utilized by you. Describe the treatment or disposal method utilized by these facilities for each waste.

Response to Request No. 30:

Please see CTS' Response to Request No. 11 and the Bates-numbered documents referenced in that response. CTS believes it is likely that material sent to the local landfill and to the SCA (later, GSX) landfill in Pinewood, SC, was landfilled. Organic solvents typically were recycled, and sometimes returned to CTS as replacement product. Various solvent recyclers used by CTS included Lenoir Refining, Environmental Recycling, Mitchell Systems and Baron-Blakeslee. CTS participated in a clean-up related to the Lenoir Refining site. CTS also was named as a potentially responsible party in connection with the Rutledge Property/Rock Hill Chemical Company Superfund Site ("Rock Hill"), located in Rock Hill, York County, South Carolina, which was in operation from 1960 - 1964. The operator of the Rock Hill site indicated in a deposition that he picked up drums of TCA, used by CTS of Asheville, Inc. for cold cleaning in the tool room, from CTS of Asheville, Inc. and took them to Rock Hill. CTS entered into an "Agreement for Recovery of Response Costs" with respect to Rock Hill in February, 2000.

Request No. 31: Describe how the wastes involved in each transaction referenced in question 30 were disposed of into the landfill or other disposal site (e.g., whether they were containerized, and if it was treated or processed prior to final disposition).

Response to Request No. 31:

Please see CTS' Responses to Requests Nos. 11 and 30. Prior to 1980, metal hydroxide sludge, a solid, was shipped in drums to the Buncombe County Landfills. After 1980, this material was shipped to the SCA (later, GSX) landfill in Pinewood, South Carolina, for disposal. Cleanup debris generated from activities related to the shutdown of CTS' operations at the Asheville location also were shipped in drums to the landfill in Pinewood, South Carolina, for disposal.

Request No. 32: Identify whether any employee, agent or operator of the Landfill or other disposal site was notified of the hazardous characteristics of the wastes referenced in questions 30 and 31 and, if so, the name and address or other description of the person so notified, the information provided, and the date of such notification. If such notification was in writing, attach a copy thereof to your response; if no copy is available, explain why you are unable to provide one.

Response to Request No. 32:

Bates Nos. 000098 - 000099 is a letter from the Department of Community Development, Buncombe County, indicating that the Buncombe County Landfills would accept metal hydroxide sludge for disposal. Metal hydroxide sludge was also sent to a hazardous waste landfill in Pinewood, SC, under RCRA regulation, as stated in CTS' Response to Request No. 30, above. (See Bates Nos. 000100 - 000135).

Request No. 33: Identify all companies, firms, facilities and individuals from whom you obtained, or who supplied, materials containing the hazardous substances listed above.

Response to Request No. 33:

CTS has not been able, to date, to locate any documents that would indicate who the suppliers were for the various materials used in CTS' operations at the Asheville location, as identified in CTS' Response to Request No. 11.

Request No. 34: Identify all companies or persons whose chemicals, hazardous wastes, hazardous substances, or other materials have ever been treated, stored, or disposed of at the Site, including information regarding the following:

- a. location and address of each such company or person who sent such materials, including contact person(s) within said companies;

- b. shipping records pertaining to such materials sent by each such company or person, including but not limited to invoices, bills of lading, weight tickets, and purchase orders; and
- c. identification and location of all companies and individuals who transported said materials.

Response to Request No. 34:

Not applicable. CTS did not treat, store or dispose of any materials for other companies or persons.

Request No. 35: Describe thoroughly the manufacturing processes used by CTS on or at the Site from 1959 until 1987.

Response to Request No. 35:

CTS manufactured electronic components such wirewound and resistor switches and potentiometers, at this facility. Manufacturing consisted of both the piece part and assembly operations. Processes utilized included carbon paint mixing and screening, paint curing, punch press operations, molding, screw machine operations, electroplating, tooling and final assembly of wirewound products and automotive switches and switch assemblies.

Carbon paint mixing consisted of mixing carbon black with various solvents, primarily acetone. This paint would then be screened onto a substrate material that was usually a plastic but sometimes was steel.

The substrates were typically punched out to an exact form in the punch press department. Also, the punch press department would manufacture the covers for the wirewound products.

The screw machines were used to cut metal stock, typically steel, to length. The product from screw machines was the switch or control piece for the main products.

Typically, the covers from the punch press department, and the switches and other controls from the screw machines, would be electroplated to increase their resistance to corrosion. The plating requirement for the different parts varied, but were one or more of a combination of zinc, nickel and silver plating. There was also some chromating of metal parts and electroplating of tin.

In lieu of metal covers, some part housings were injection molded in the molding department. The tooling room was used to manufacture and maintain the dies used in the molding and punch press departments.

In assembly operations, the various piece parts were then assembled into the final product, using glues, lubes and solders. The product was then either stored in the warehouse or shipped directly to the customer.

Request No. 36: Provide a list of the chemicals utilized in the manufacturing processes referenced pursuant to question 35, either as a component employed in the formulation of product, made for sale or use offsite or onsite, or as a reagent in the manufacturing process, or as an item utilized in maintenance activities.

Response to Request No. 36:

Please see CTS' Response to Request No. 11. Further, as indicated in CTS' Response to Request No. 35, CTS additionally used glues, lubes and solders, in the assembly process, but CTS does not have any information related to these items.

Request No. 37: Provide a list of any chemical substances produced in the manufacturing processes employed onsite, any chemical substances which become byproducts of the manufacturing process, the chemical composition of any sludges or liquids or other production wastes resulting from the manufacturing process. Summarize in a short narrative the equipment used to treat such waste materials, transport such waste materials or dispose of such waste materials.

Response to Request No. 37:

CTS is not aware of any chemical substances that were produced in the manufacturing processes at the Asheville location. Please see, also, CTS' Response to Request No. 11 regarding the metal hydroxide sludge from the waste water treatment system.

The waste water treatment system consisted of two treatment modules. The first was an evaporative recovery unit that collected rinses from silver plating, evaporated the water, then returned concentrated silver solution back into the plating bath. The second part was the waste water neutralization process. Waste water from the electroplating area drained by gravity to a 12,000 gallon pit, at which point it was pumped up to a 2-stage pH neutralization process, followed by flocculant feed, then a clarifier for the separation of solids and liquids. Solids were pulled from the bottom of the clarifier and pumped through a series of woven filter socks. The contents of the socks were periodically dumped into drums for off-site disposal. The water from the clarifier was discharged under permit to the Buncombe County Sewerage District.

Request No. 38: If production wastes, including floor sweepings, have been disposed onsite in landfills, provide a map marked with the location of any or all such sites, list the chemicals or other items landfilled at each site, and give the dates each site was utilized as a landfill by your company or other companies.

Response to Request No. 38:

Not applicable. CTS is not aware of any materials being disposed of on-site in landfills.

Request No. 39: If the manufacturing processes used on the site involve the utilization of rinse water, give a description of the equipment and transport mechanisms used to segregate hazardous substances from the water before it is discharged into navigable waters through an outfall permitted by a NPDES permit. Provide copies of all such permits granted in conjunction with site operations. Describe the composition of any sludge material recovered from the cleanup processes of such rinse waters; give the means used to transport these sludges to disposal points and list any or all such deposition locations.

Response to Request No. 39:

Please see CTS' Responses to Requests Nos. 12 and 37.

Request No. 40: Provide a map which shows all monitoring wells installed on the Site. In addition, give the identification system used to identify each monitoring well, state the purpose for which each well was used and give the results obtained from all monitoring conducted at each of the wells from 1959 to 1987.

Response to Request No. 40:

Not applicable. CTS has no knowledge of any monitoring wells on the property.

Request No. 41: Provide a map which shows all air monitoring devices installed on the Site. In addition, give the identification system used to identify each monitoring device, state the purpose for which each device was used and give the results obtained from all monitoring conducted at each of the devices from 1959 to 1987.

Response to Request No. 41:

CTS is not aware of any air monitoring devices having been installed at this location.

Request No. 42: Specify the dates, quantities of materials, concentration of product strength (i.e., reagent grade trichloroethane and 1% benzene), and method of transportation for any such materials received contained any hazardous substances, pollutants or contaminants, or hazardous wastes.

Response to Request No. 42:

Please see CTS' Response to Request No. 11 with respect to materials used in CTS' operations. CTS has not to date located any documents containing information regarding the product strength of these materials used in CTS' operations at the Asheville location. As previously stated (see CTS' Response to Request No. 28), CTS did not receive any hazardous wastes.

Request No. 43: Specify the purpose for which CTS received or was provided materials containing any such hazardous substances, pollutants or contaminants, or hazardous wastes.

Response to Request No. 43:

Please see CTS' Responses to Requests Nos. 11 and 28.

Request No. 44: Describe onsite handling and storage of materials containing hazardous substances, pollutants or contaminants, or hazardous wastes. Describe any procedures for leak detection for storage tanks or vessels containing materials which contain hazardous substances, pollutants or contaminants, or hazardous wastes.

Response to Request No. 44:

Please see CTS' Response to Requests Nos. 11, 12 and 21. There were visual inspections of containers and tanks. Copies of the inspection forms used are attached as Bates Nos. 000400 - 000408.

Request No. 45: Provide all analytical data on the presence, absence or concentrations of the above-listed hazardous substances, pollutants or contaminants, or hazardous wastes in materials received at the Facility.

Response to Request No. 45:

CTS has not located any documents to date containing analytical data with respect to incoming products containing hazardous substances. As previously stated (in CTS' Response to Request No. 28) CTS did not receive any hazardous wastes.

Request No. 46: With respect to the Facility's septic tank and leachate disposal system (tile field) to which the toilet drains, the following additional information is required to determine the potential for hazardous substances to be released into the environment:

- a. provide specifications and details on the design and installation of the septic (i.e., size and depth of the tank, construction of the tank, depth and type of field tile);
- b. describe any maintenance and repair for the septic system, specifically but not limited to the use of any organic chemicals list for any septic cleaning materials used in the septic.

Response to Request No. 46:

CTS is not aware of any septic tank or leachate disposal system being located on the property. To the best of CTS' knowledge and belief, the building was connected to the City sewer from the time it was built. See Bates No. 000278, a drawing which indicates the presence of sewer lines.

Request No. 47: Identify all equipment which was used at the Site in your operations. If such equipment was removed from the facility, identify the reason for such removal and the present location of such equipment. If any of the equipment was sold, identify the name and address of the purchaser, the sale price and whether the sale price has been paid.

Response to Request No. 47:

See CTS' Responses to Requests Nos. 35 and 37. CTS has not to date located any documents containing information as to the disposition of the equipment at the time that CTS ceased operations in Asheville, with the exception of certain equipment that was sold to Arden Electroplating, Inc. pursuant to a Purchase Agreement dated January 3, 1986 which is attached as Bates No. 0000038 - 000039.

Request No. 48: Provide a list of all property and casualty insurance policies – e.g. Comprehensive General Liability, Environmental Impairment Liability and Automobile Liability policies, and/or Directors and Officers policies – from 1959 through the present which in any way relate to the Site of CTS' activities thereupon. Specify the insurer, policy, effective dates, and state per occurrence policy limits for each policy. Copies of policies may be provided in lieu of a narrative response.

Response to Request No. 48:

CTS objects to this Request on the grounds that it is vague, overly broad and unduly burdensome. Further, detailed information such as coverage amounts and policy language is confidential business information of CTS. Without waiving these objections, attached hereto as Exhibit A is a list of CTS Corporation liability insurance policies for the years 1960 through 2003. This listing is complete to the best of CTS' knowledge and belief, based on the information available and documents located by CTS to date.

Request No. 49: If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:

- a. the document retention policy during the time Mills Gap Road Associates owned and/or operated the Site;
- b. a description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;
- c. a description of the type of information that would have been contained in the documents.
- d. the name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have

been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents.

- e. the names and most current address of any person(s) who may possess documents relevant to this inquiry.

Response to Request No. 49:

CTS ceased all operations at the Asheville location in approximately April, 1986. Prior to that time, some CTS operations at the location had already been shut down, and part of the facility leased to Arden Electroplating, Inc., as early as 1985. CTS has used its best efforts to conduct a search that is reasonable under the circumstances to locate documents responsive to these requests that may still be in CTS' possession. CTS' search is ongoing and, to the extent that we locate additional documents that may be responsive to these requests, CTS will supplement its responses. As for responsive documents that may once have existed that are no longer in CTS' possession, CTS is not aware of any specific documents that fit this description. However, if such documents did once exist, CTS does not know what happened to them, given that the Asheville operation was shut down over sixteen years ago.

Request No. 50: If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Response to Request No. 50:

CTS is not aware of any such persons at this time.

Request No. 51: For each and every Question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then identify the persons from whom such information or documents may be obtained.

Response to Request No. 51:

We are not aware of any such persons. Please see, also, CTS' Responses to Requests Nos. 49 and 50.

Mr. Henry Webb  
August 16, 2002  
Page 25

Very truly yours,

CTS Corporation



Elizabeth Bottorff Ahlemann  
Senior Legal Counsel

Enclosures



HARRIS, VAN WINKLE, WALTON AND BUCK

ATTORNEYS AND COUNSELLORS AT LAW

JACKSON BUILDING

ASHEVILLE, NORTH CAROLINA

THOMAS J. HARRIS  
KINGSLAND VAN WINKLE  
KESTER WALTON  
CHARLES G. BUCK  
ROBERTSON WALL  
O. E. STARNES, JR.

TELEPHONE  
3-2776

October 8, 1952

TO THE MEMBERS OF THE CITY COUNCIL  
OF THE CITY OF ASHEVILLE  
City Hall  
Asheville, North Carolina

Gentlemen:

We are representing a client who proposes to engage in business in the State of North Carolina under the corporate name of BIBCO CORPORATION. This corporation proposes to build a plant for the purpose of manufacturing certain materials on a designated location in Buncombe County, and in that connection will require that the City of Asheville, in connection with its sale and distribution of water, arrange for an adequate water supply necessary for this company's plant operations.

Our client will require that the City of Asheville do the following:

1. To construct and place in operation a 500,000 gallon storage reservoir on land to be purchased by BIBCO CORPORATION, with the bottom of said reservoir a minimum of 75-feet above the floor level of proposed plant site.

2. To provide the storage of water in the above referred to reservoir that will not at any time drop below a capacity of 300,000 gallons.

BIBCO CORPORATION, in return for the construction of the above specified storage tank, will:

- (a) Furnish by deed of easement, or otherwise, the land necessary for the construction of said reservoir, together with right-of-way to the site from the adjoining highway, and grant the permanent right to the city, of ingress, and egress to the storage reservoir.
- (b) Will deposit with the county and city \$2500 to be applied on county ad valorem taxes as the same come due on the land and premises owned by BIBCO CORPORATION.
- (c) Construction will be started on a plant on the designated property in the im-

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mediate future, dependent only on securing necessary water supplies, acquiring land, and the completion of other necessary details. In this connection the land is now under option, a contract has been tentatively let for the buildings, and it is expected to start operations about April 1, 1953.

- (d) The size of the proposed plant building will be approximately 35,000 square feet of floor area; will be built for a capacity production which will employ 500 people on two shifts, with an annual payroll of approximately \$1,250,000.00. The annual payroll will be composed predominantly of local labor. The work engaged in will be a light manufacturing and assembly line process, is a very clean operation and there is no resulting smoke, fumes, dust or stream rights involved. The plant will use the existing sewer system.
- (e) The Corporation will purchase from the City of Asheville water for its usage, which will run approximately 25,000 to 40,000 gallons per day, depending upon the operations.

It is understood that the construction and furnishing of said storage reservoir with the necessary facilities to provide the water to BIBCO by the City of Asheville shall be begun immediately after the acquisition of land and the building construction has begun by BIBO CORPORATION and said water facilities to be completed and in operation by March 1, 1953.

Our clients would greatly appreciate an immediate reply as to the willingness of the City to enter into the above proposed agreement.

Very truly yours,



KW:rl

October 9, 1952

Mr. Koster Walton,  
Attorney at Law,  
Jackson Building,  
Asheville, N. C.

Dear Mr. Walton:

Reference is made to your communication of October 8th directed to the City Council.

Please be advised that I have discussed in detail this proposal in conference with the City Council, and have explained thoroughly the city's willingness to cooperate in making city of Asheville water supply available to the proposed industry that is to locate on Hills Gap Road. It was further explained to the Council that a distinct agreement has been reached with the County Commissioners for the City of Asheville to expand its water facilities in this district. For your information the Commissioners have agreed to give the City of Asheville the right to make the improvements and to assume a portion of the cost for same.

I am authorized by the City Council of the City of Asheville to advise you in reply to your letter that we will furnish the water facilities as requested and upon the conditions set forth in your letter in ample time for the manufacturer to begin operations on or before April 1st.

Yours very truly,

Weldon Weir  
City Manager

WW/s

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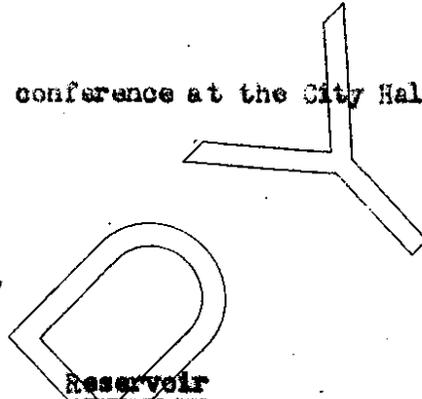
November 25, 1952

Biberstein, Bowles & Meacham,  
Charlotte, N. C.

Gentlemen:

This letter is to clarify conference at the City Hall on Wednesday which was attended by

Mr. Biberstein  
Mr. Frank Cox  
Mr. Weldon Weir  
Mr. J. C. Walker  
Mr. Chas Mannel



Reservoir

The reservoir will have a capacity of 500,000 gallons, of which 300,000 gallons will be reserved for fire protection for the Bibco plant. The reservoir floor will be at an elevation of at least 100 feet above the floor of the Bibco plant and will be on a site provided by that company. A right of way and an access road will be furnished by Bibco for the construction, maintenance and operation of this utility.

Pumping Plant

This plant will be located adjacent to the shoulder of the Mills Gap Road on a right of way to be secured by the City from the State Highway Department and property owner.

Public Piping

The public piping (or pump line) will be laid on the shoulder of the Mills Gap Road, from the Western Creek Road, through the pumping plant to a point opposite the proposed site of the reservoir. At this point there will be a Tee in the line, so that water can flow along Mills Gap Road, and, to and from the reservoir. From this point the line to and from the reservoir will be located on a right of way furnished by Bibco. The right of way along the shoulder of the Mills Gap Road will be secured by the City.

The Bibco plant and other consumers will take water for domestic and process purposes from this public water line.

Fire Supply Line

The reservoir will be provided with a special valved outlet to which Bibco will attach its fire line. This line will be entirely independent of the public line, will be on Bibco property and will be maintained by that company.

If there is further understanding in connection with this project, please advise.

Yours very truly,

Weldon Weir  
City Manager

WW/S

COPY

QUANTITIES WITHOUT ROOF

Access Road - One  
 Excavation Allowing 5 feet outside neat lines of concrete and average depth of 10 feet cu yds - 2000  
 Concrete 2500# (about 1:2:4) cu yds - 297

Reinforcing Bars (ASTM-A305)

9484 ft. of #4 (1/2" )	Lbs - 6354
992 " #5 (5/8" )	1032
2976 " #6 (3/4" )	4464
10,047 " #7 (7/8" )	20496
5704 " #8 (1" )	15230
2976 " #9 (1" )	10118
Total	<u>57,694</u> lbs.

Ladder Rungs #5 (5/8" ) Lbs. 50

Water Seal 6" x 1/16" Plate Lbs 300

Fence Around Reservoir Lin Ft 400

Piping In & Adjacent to Reservoir (All C. I. Pipe)

1 Each 12" Flanged Bell Mouth  
 1 Pc 12" Pipe 12 feet long Flgd Both Ends  
 1 Pc 12" Pipe About 6' long Flgd. & Spigot  
 1 Pc 12" Pipe about 18' long B & S  
 1 Each 12" Long Radius Ell. Bell & Bell  
 1 Pc 8" Pipe 10' - 9" Long B & S  
 4 Pcs 8" Pipe about 16' long B & S  
 2 Each 8" Long Radius Ell Bell & Bell  
 1 Each 8" x 8" x 8" Tee (2 Bells)  
 3 Wash 8" Hub End Gate Valves  
 2 Each Pipe Supports for 12" Pipe  
 1 Each Pipe Supports for 8" Pipe

HARKINS, VAN WINKLE, WALTON AND BUCK

ATTORNEYS AND COUNSELLORS AT LAW

~~X JACKSON DENKUMS~~ P O Box 7376

ASHEVILLE, NORTH CAROLINA

TELEPHONE

3-2776

THOMAS J. HARKINS  
KINGSLAND VAN WINKLE  
KESTER WALTON  
CHARLES G. BUCK  
ROBERTSON WALL

O. E. STARNES, JR.

December 5, 1952

Mr. J. Weldon Weir  
City Manager  
City of Asheville  
City Hall, Asheville, N. C.

In re: International Resistance Company

Dear Mr. Weir:

Please refer to my letter to you under date of October 8, 1952 and your reply thereto under date of October 9, 1952, with reference to BIBCO CORPORATION.

As you have no doubt been advised, International Resistance Company of Philadelphia, Pennsylvania will own and operate the property located on Airport Road in Buncombe County, and which is now under construction.

This company is presently domesticated in the State of North Carolina and is now in the process of taking title to the plant property, including the reservoir site, and will assume all liabilities of BIBCO CORPORATION with respect to the matter set forth in the above referred to letters and will, in turn, be entitled to all benefits accruing therefrom.

If agreeable to you and the City of Asheville, would appreciate a letter advising this company that it is satisfactory with the City of Asheville for International Resistance Company to be substituted in the aforementioned letter agreement in lieu of the BIBCO CORPORATION, and acquire all rights and assume all liabilities devolving upon Bibco by the terms of said agreement.

Very truly yours,

KW:rl

Kester Walton

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December 8, 1952

Mr. Kester Walton,  
Attorney at Law,  
Church Street,  
Asheville, N. C.

In re: International Resistance Company

Dear Mr. Walton:

This is to acknowledge your letter of December 5th, and to advise you that it is agreeable with the City of Asheville for the International Resistance Company to be substituted for the Ribco Corporation in all of the rights and agreements that have been entered into by correspondence. It is our understanding that the International Resistance Company has acquired all of the rights and has assumed all of the liabilities of the Ribco Corporation. Therefore, your letter describing this transfer is acceptable.

Yours very truly,

Weldon Weir  
City Manager

WW/S

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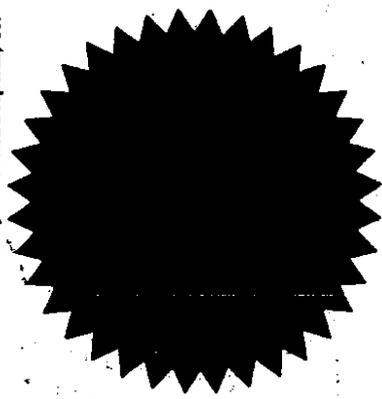
# In the Courts of Common Pleas of Philadelphia County

State of Pennsylvania }  
County of Philadelphia, ss.

I, D. Barlow Burke, Prothonotary of the Courts of Common Pleas of said county, which are Courts of Record having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following Certificate.

do Certify, That Cornelia K. Duley Esquire, whose name is subscribed to the certificate of the acknowledgment of the above instrument and thereon written, was at the time of such acknowledgment a NOTARY PUBLIC for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said NOTARY PUBLIC and verily believe the signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania.

The impression of the seal of the Notary Public is not required by law to be Glad in this office.



In Testimony Whereof, I have hereunto set my hand and affixed the seal of said

Court, this 13th day of MAY in the year of our Lord

one thousand nine hundred and thirty (1959)

D. Barlow Burke Prothonotary

Duraute Absentia, Secundum Legem.



State of North Carolina,  
County of Buncombe,

This Indenture, made this 13<sup>th</sup> day of May, 1959 by and between  
INTERNATIONAL RESISTANCE COMPANY, a Delaware corporation  
hereinafter called Grantors, and CTS OF ASHEVILLE, INC.

hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

**Witnesseth:** That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees their heirs and/or successors and assigns, the following particularly described real estate, located in Buncombe County, North Carolina, to-wit:  
BEGINNING at a stake in the center of Mills Gap Road, said stake being 1950 feet in an easterly direction from the intersection of the center of said road with the center of Swanson Creek Road, said stake being also the northeast corner of the property conveyed to Andy Williams et al by deed recorded in Book 677, Page 528, and running thence with the center of said road the following courses and distances: South 63°41' East 864.81 feet; South 64°48' East 227.7 feet; South 66°26' East 299.58 feet; South 66°31' East 799.92 feet; South 65°37' East 240.73 feet; thence leaving said road South 32°59' West 1236.25 feet to a locust hub; thence North 84°45' West 447 feet to an oak stump; thence South 3°23' West 1111.21 feet to a hickory; thence North 84°44' West 437 feet to a locust hub; thence North 4° 7' East 1925.15 feet to a locust hub; thence with an old marked line North 84°8' West 1038.44 feet to a locust hub; thence with Andy Williams' line North 26° 32' East 1082.83 feet to the BEGINNING; containing 66.4 acres. And being the same property conveyed to the Grantor herein by deed dated December 5, 1952, which deed is recorded in the office of the Register of Deeds for Buncombe County, N. C., in Deed Book 727, Page 287.

The above property is conveyed subject to Taxes for the year 1959 and to the right of way of Mills Gap Road.



To Have and to Hold the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.  
And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to the said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.  
ATTEST: William S. Wiley (SEAL) Secretary  
BY: William W. Powell (SEAL) Vice President

State of Pennsylvania, County of Philadelphia  
I, Edward S. ... Secretary of INTERNATIONAL RESISTANCE COMPANY, do hereby certify that the foregoing instrument was duly executed by the President, sealed with its corporate seal, and attested by me as its Secretary, this the 13<sup>th</sup> day of May, 1959.  
My commission expires: 2/1/61



State of North Carolina, County of Buncombe  
I, Caroline K. Fosberg, Clerk of Superior Court, do hereby certify that the foregoing instrument is duly executed and the certificates be thereunto attached are correct.  
Filed for registration on the 12<sup>th</sup> day of June, 1959, at 4:30 P.M.  
Copyright 1949, National Bar Association, Asheville, N. C.  
THIS DEED PREPARED BY: Pay Day

000010

V *James S.*

**State of North Carolina**  
**County of Buncombe**

INTERNATIONAL RESISTANCE  
COMPANY, a Delaware  
corporation *66.40*

*granted To*

CITY OF ASHEVILLE, INC.  
*St. Winston Walker*  
*90-000000*

**Deed**

Filed for registration on the 12  
day of June, 1957, at  
8 o'clock P.M., and registered in the  
Office of the Register of Deeds for Bun-  
combe County, North Carolina in Book  
No. 872, Page 45.

*Geo. A. Deffenbaugh*  
Register of Deeds

HARKINS, VAN WINKLE, WALTON & BUCK  
181 Church Street  
ASHEVILLE, N. C.

*2750*

000011

RECORDED  
1959 JUN 12 PM 1:20  
REGISTERED

VAN WINKLE, BUCK, WALL, STARNES AND HYDE

ATTORNEYS AND COUNSELLORS AT LAW

18 1/2 CHURCH STREET

POST OFFICE BOX 7376

ASHEVILLE, NORTH CAROLINA 28807

CHARLES G. BUCK  
ROBERTSON WALL  
O. E. STARNES, JR.  
HERBERT L. HYDE  
ROY W. DAVIS, JR.

ALFRED N. SALLEY  
EMERSON D. WALL  
BRIAN F. D. LAVELLE  
LARRY McDEVITT

TELEPHONE  
704-253-2776

August 19, 1971

Charles R. Beitner  
CTS Of Asheville, Inc.  
Mills Gap Road  
Skyland, North Carolina

Dear Mr. Beitner:

Sorry for the delay in responding to your request for information regarding the water tower; however, we have finally been able to check all records. We find that there is no record of an easement. The plant was built by non-tax funds furnished by the County on land then belonging to IRC and now your property. It has since been maintained by the City and water supplied by the City.

In the absence of any agreement and since the construction cost was furnished by the County, the tower itself would be the property of the South Buncombe Water District. If any further information is needed, please call.

Sincerely yours,



Robertson Wall

RW/rm

RECEIVED

AUG 20 1971

C T S O F  
ASHEVILLE, N. C.

000012



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EASEMENT

This easement made this 4th day of April, 1972, by CTS of Asheville, Inc., a North Carolina corporation, herein called "Grantor", to Buncombe County, North Carolina, and the City of Asheville, North Carolina, herein called "Grantees", on the following terms and conditions:

That for good and valuable consideration received, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantees the right, privilege and authority to operate and maintain a water reservoir and to connect and maintain eight inch underground water pipes to such water reservoir with a right of way and easement in the place where the said water reservoir stands and said eight inch underground water pipes are laid at the date this written easement is granted (to exist so long as the Grantees jointly and severally use the water reservoir and water pipes for the purposes of supplying residents of Buncombe County and the City of Asheville with water and water pressure) on the lands situated in Buncombe County, North Carolina, to wit:

BEGINNING at a stake in the center of Mills Gap Road, said stake being 1950 feet in an easterly direction from the intersection of the center of said road with the center of Sweeten Creek Road, said stake being also the northeast corner of the property conveyed to Andy Williams et al by deed recorded in Book 677, Page 528, and running thence with the center of said road the following courses and distances: South 63°41' East 664.81 feet; South 64°48' East 227.7 feet; South 66°26' East 299.58 feet; South 66°31' East 799.92 feet; South 65°37' East 240.73 feet; thence leaving said road South 32°59' West 1236.25 feet to a locust hub; thence North 84°45' West 447 feet to an oak stump; thence South 3°23' West 1111.21 feet to a hickory; thence North 84°44' West 437 feet to a locust hub; thence North 4°7' East 1925.15 feet to a locust hub; thence with an old marked line North 84°8' West 1038.44 feet to a locust hub; thence with Andy Williams' line North 26°32' East 1082.83 feet to the BEGINNING; containing 66.4 acres.

Together with the rights, easements, privileges and appurtenances in or to said lands, which may be required for the full enjoyment of the rights herein granted.

000013





000015

Filed for Registration 19 72 PM  
on April 3 1972  
Bureau's No. 557  
in Book 1657  
W. Thomas E. Dwyer  
Register of Deeds

W. Thomas E. Dwyer  
REGISTER OF DEEDS  
BUNcombe CO. N.C.

1972 APR 4 PM 3 10

REGISTERED

Return  
C/S P. White  
7 Mill Camp Rd.  
Asheboro, N.C. - 28716

REGIONAL APPRAISAL SERVICES

804 NORTHWESTERN BANK BUILDING  
ASHEVILLE, NORTH CAROLINA 28801  
TELEPHONE 704-254-9697

ALAN BUTTERWORTH  
MEMBER, AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS  
MEMBER, ASHEVILLE BOARD OF REALTORS

May 8, 1975

Mr. Forrest F. Ball  
County Attorney  
Buncombe County Board of Commissioners  
P.O. Box 7454  
Asheville, North Carolina 28807

RE: C.T.S. Property  
66.4 acres  
Deed Book: 815 Page: 45

Dear Mr. Ball:

In accordance with your request I have made an estimate of value on the above captioned land in order to estimate the just compensation for 6.2 acres for installation of a 5,000,000 gallon water reservoir as of May 6, 1975. As a result of research and analysis, it is my opinion that the difference between the fair market value of the entire tract before the purchase of 6.2 acres and the fair market value of remaining property immediately after the purchase is as follows:

Market value of the land before the purchase:	\$186,935.00
Market value of remainder:	<u>173,295.00</u>
Estimate of just compensation:	\$ 13,640.00

ESTIMATED VALUE OF TOTAL LAND:

12.4 acres industrial site at \$8,000.00 per acre: =	\$ 99,200.00
22.49 acres residential land at \$2,500.00 per acre: =	56,225.00
31.51 acres mountain land at \$1,000.00 per acre: =	<u>31,510.00</u>
66.4 acres =	\$186,935.00

ESTIMATED VALUE OF REMAINDER LAND:

12.4 acres industrial site at \$8,000.00 per acre =	\$ 99,200.00
17.53 acres residential land at \$2,500.00 per acre =	43,825.00
30.27 acres mountain land at \$1,000.00 per acre =	<u>30,270.00</u>
60.2 acres	\$173,295.00

The total compensation of \$13,640.00 amounts to \$2,200.00 per acre. If Buncombe County and C.T.S. agree on extending the land to be purchased toward the south boundary on Brown Mountain, the compensation should be increased by \$1,000.00 per acre for the added mountain land.

Preceding data is an estimate of market value and is based upon Appraisers experience plus limited market research according to our agreement. It is not an appraisal as defined by the American Institute of Real Estate Appraisers. A formal appraisal report of the land could be prepared for \$850.00. The valuation would not include the building and site improvements.

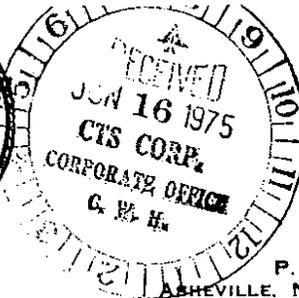
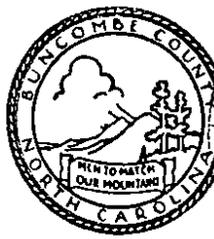
I inspected the property with Charles R. Beitner, President and General Manager of C.T.S. of Asheville, Inc. He indicated that the Company might prefer a site below the existing reservoir on land where the county would be granted or sold an easement and the fee title held by C.T.S. Co. He asked that this information be given to you.

Thank you for the opportunity to complete this assignment.

Sincerely yours,



Alan Butterworth M.A.I.



OFFICE OF COUNTY ATTORNEY  
BUNCOMBE COUNTY COURT HOUSE  
ROOM 412

P. O. Box 7454  
ASHEVILLE, NORTH CAROLINA 28807

June 13, 1975

CTS Corporation  
905 Northwest Boulevard  
Elkhart, Indiana 46514

ATTENTION: Mr. Charles Beitner

Dear Mr. Beitner:

Enclosed please find copies of Mr. Alan Butterworth's letter of June 11, 1975, explaining his use of industrial, residential, and mountain valuations in his appraisal of the CTS property for the proposed water reservoir. I hope this information will be of some assistance.

Mr. Beitner, on behalf of the County, let me take this opportunity to thank you for your assistance in this regard and to re-emphasize the importance of this project. There is a critical water shortage in the South Buncombe area which this reservoir will eliminate as well as substantially increase the water pressure which is at a dangerous low in the Skyland area. The engineers have explained the desirability of your company's property in this project. Time is running out and construction should begin as soon as possible. Please urge your Board of Directors to take some type of action soon as well as explain the great service that they will be rendering the County.

In conclusion, let me say that whereas the valuation placed in the property are "estimates" based upon a preliminary evaluation of the property and comparisons with other property of a similar nature is for your information in considering whether to sell the property to the County or make a gift of the same, the important point is the service rendered the citizens of Buncombe County in completing this major water improvement project without delay. The acquisition of a suitable site for the reservoir is the first major step in the process of major water improvements in the South Buncombe section of Buncombe County. Your property is the most desirable site.

Thanks for your consideration.

Sincerely yours,

Forrest F. Ball  
County Attorney

FFB:dw

Enclosures

000018

REGIONAL APPRAISAL SERVICES

804 NORTHWESTERN BANK BUILDING  
ASHEVILLE, NORTH CAROLINA 28801  
TELEPHONE 704-254-9697

ALAN BUTTERWORTH  
MEMBER, AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS  
MEMBER, ASHEVILLE BOARD OF REALTORS

Mr. Forrest F. Ball  
County Attorney  
Buncombe County Board of Commissioners  
P.O. Box 7454  
Asheville, North Carolina 28807

RE: C.T.S. Property  
66.4 acres  
Deed Book: 815 Page: 45

Dear Mr. Ball:

My estimate of May 6, 1975 on the C.T.S. property included three types of land - industrial, residential and mountain.

The industrial land is at the northeastern corner where the land slopes are gentle along 600' of Mills Gap Road frontage.

Residential land extends along 1,632.74' of Mills Gap Road frontage to a depth of 600'. A small creek extends through this portion of the land parallel with the road. The residential land is rolling and moderately steep, but subdivision into lots would be profitable under normal market conditions.

Beyond 600' of depth the land rises steeply up the mountain side to an elevation about 300' above the road. Extension of roads and utility lines on the mountain slopes would be excessively expensive in relation to the number of lots that could be developed per acre. Mountain land of this character is usually held as woodland until lot prices justify the cost of subdivision development.

6.2 acres for installation of a 5 million gallon water reservoir is at the northwestern corner where a steep ridge extends downward from the mountain top to the road. A total of 4.96 acres (360' x 600') is considered residential land as described in preceding paragraph and the balance is wooded mountainside land. Due to steep topographic features, industrial development would not be practical on any part of the 6.2 acre tract.

Sincerely yours,

Alan Butterworth

*Be offered #15,480 and accepted*  
*Offered #26,370*  
*Offered #22,500*  
*for 390 strip to mountain*  
*points - closing wk 7-15-75*  
*June 11, 1975*  
*#2500/A*  
*① Title looks good*  
*② #22,500*  
*Title - Co -*  
*Survey - Co -*  
*Revenue - Co -*  
*Certified Records*  
*③ Co meet 19th*  
*close 20th*  
*④ closing 20th*  
*8-13-75*

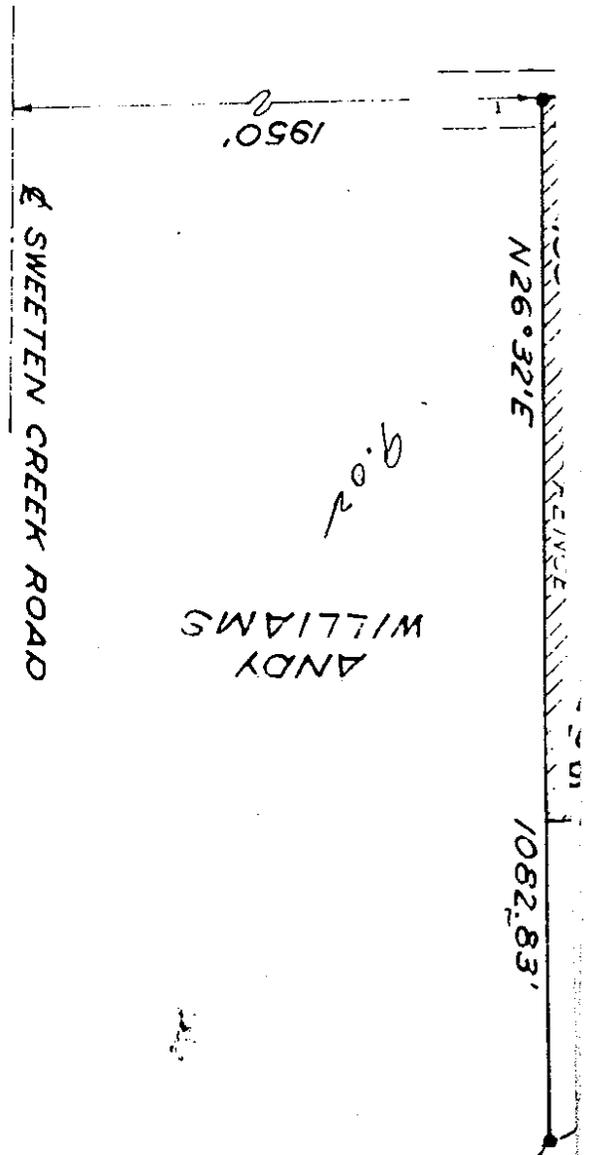
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BUNCOMBE COUNTY, NORTH CAROLINA  
LIMESTONE TOWNSHIP

**C.T.S. CORPORATION**

PROPERTY OF

*Map 6.2A*



CTS OF ASHEVILLE, INC.  
CERTIFIED RESOLUTION

I, John S. Rakitan, Secretary of CTS of Asheville, Inc., a corporation organized and existing under the laws of the State of North Carolina, hereby certify that the following is a true and accurate copy of a resolution adopted by the Board of Directors of CTS of Asheville, Inc., in accordance with the bylaws at, and recorded in the minutes of, a special meeting of the Board of Directors held August 19, 1975, and that the resolution has not been modified or rescinded:

RESOLVED, that on behalf of this corporation, the President and Assistant Secretary of this corporation are authorized and directed, upon receipt of the purchase price, to execute and deliver a deed of conveyance and other necessary and appropriate documents to effectuate the sale to the County of Buncombe, North Carolina, of 9.05 acres of real property of this corporation located in Buncombe County, North Carolina and more particularly described as follows:

BEGINNING at a P.K. nail in the center of Mills Gap Road (S.R. 3116), said nail being 1950 feet in an easternly direction from the intersection of the center of said road with the center of Sweeten Creek Road (U.S. 25A), said nail being also the northeastern corner of the property conveyed to Andy Williams and wife, Christine Thelma Williams, by deed recorded in Deed Book 677 at Page 528 in the Register of Deeds Office for Buncombe County, North Carolina; thence from said beginning point and running with the center of said road South  $63^{\circ} 41' 10''$  East 390.10 feet to a P.K. nail in the center of said road; thence leaving said road South  $26^{\circ} 31' 13''$  West 937.64 feet to an iron pin in the Blake Heirs line; thence with said line North  $84^{\circ} 08' 47''$  West 416.93 feet to an iron pin, formerly an oak stump at the southeastern corner of the Andy Williams property above referred to; thence with said Williams line North  $26^{\circ} 31' 13''$  East 1083.40 feet to a P.K. nail in the center of Mills Gap Road, the point and place of BEGINNING. Containing 9.05 acres more or less, according to a plat dated August, 1975, by Hoffman, Butler & Associates, Inc., entitled "Proposed Buncombe County 5,000,000 Gallon Reservoir Site." Being a portion of that tract of land conveyed to CTS of Asheville, Inc., by International Resistance Company by deed recorded in Deed Book 815 at Page 45 in the Register of Deeds Office for Buncombe County, North Carolina.

In Witness Whereof, I have hereto subscribed my name and affixed the corporate seal of the corporation this 20th day of August, 1975.

John S. Rakitan, Secretary

(CORPORATE SEAL)





EASEMENT

THIS AGREEMENT, made and entered into this 2nd day of February, 1976, by and between CTS OF ASHEVILLE, INC., a North Carolina Corporation, hereinafter called "CTS", and the COUNTY OF BUNCOMBE, a body politic of North Carolina, hereinafter called "County";

W I T N E S S E T H:

WHEREAS, CTS is the owner of certain real property in Limestone Township, Mills Gap Road, described in Deed Book 815 at Page 45 in the Register of Deeds Office for Buncombe County, North Carolina; and

WHEREAS, by deed dated August 20, 1975, and recorded in Deed Book 1125 at Page 52 in the aforesaid Register of Deeds Office, CTS conveyed to the County a portion of said real property; and

WHEREAS, the County is about to commence construction of a water reservoir on the County's real property; and

WHEREAS, due to said construction, the County desires to obtain an easement from CTS along the boundary of the County and CTS real property to permit the County to enter upon CTS real property when necessary for, and incident to, the maintenance of the two-foot wide, flat-bottom, concrete ditch, hereinafter referred to as "Ditch", to be constructed by the County on the County's real property to permit drainage of overflows of soil, water and other materials from the construction site of said water reservoir; and

WHEREAS, CTS desires to grant the County a two-foot wide easement for purposes of permitting the County to enter upon CTS real property when necessary for, and incident to, the maintenance of the Ditch.

NOW, THEREFORE, CTS hereby grants and conveys to the County, its successors and assigns an easement to enter upon



CTS real property when necessary for, and incident to, the County's proper maintenance of the Ditch, and said easement shall extend over the two-foot wide portion of CTS real property which runs parallel to, and contiguous with, the following described boundary for so long a period of time as the Ditch is used for the drainage of overflows of soil, water and other materials from the construction site of the said water reservoir during the period of time the said water reservoir is used by the County, its successors and assigns:

BEGINNING at a P.K. Nail in the center of Mills Gap Road, S.R. 3116, being the Northeastern corner of that tract of land heretofore conveyed by CTS of Asheville, Inc., to the County of Buncombe, by deed recorded in Deed Book 1125 at Page 52 in the aforesaid Register of Deeds Office; thence leaving said road and with the boundary between the parties to this easement South 26° 31' 13" West 300.00 feet.

FURTHER, until one year has elapsed from the effective date hereof and during the period of time that the County is in the process of constructing the Ditch, CTS hereby grants to the County its successors and assigns a temporary license to enter upon a fifteen-foot wide portion of CTS real property which follows the same course of the above described easement in order to assist the County in the construction of the Ditch.

CTS makes no representations, warranties or covenants of seisin, of right to convey, against incumbrances, of quiet enjoyment, of warranty, for further assurances or of any kind of nature whatsoever concerning this easement or the real property to which this easement pertains, and the County hereby accepts this easement subject to the condition and understanding that CTS has granted this easement to the County, its successors and assigns without representations, warranties or covenants of any kind or nature.



This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, CTS and the County have caused this Agreement to be executed by its duly authorized representatives the day and year first above written.

(CORPORATE SEAL)

CTS OF ASHEVILLE, INC.

By: Charles R. Beitner  
Charles R. Beitner, President

ATTEST:

Thomas B. Haney  
Thomas B. Haney, Assistant  
Secretary

(STATE OF NORTH CAROLINA) SS:  
BUNCOMBE COUNTY )

I, Patricia C. Moore, a Notary Public of said State and County, do hereby certify that Thomas B. Haney personally appeared before me this day and acknowledged that he is Assistant Secretary of CTS of Asheville, Inc., a Corporation, and that by authority duly given and as the act of Buncombe County, North Carolina, the foregoing instrument is signed in its name by its President, sealed with its Corporate Seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and Notarial Seal, this 2nd day of February, 1976.

My Commission Expires: 2-3-76

Patricia C. Moore  
Notary Public

(NOTARIAL SEAL)

COUNTY OF BUNCOMBE

By: Robert R. Ratsey  
Chairman, Title  
Board of Commissioners

ATTEST:

Jane C. Morrow  
Clerk to the Title  
Board of Commissioners

(STATE OF NORTH CAROLINA) SS:  
BUNCOMBE COUNTY )

I, Debra L. Woodby, a Notary Public of said State and County, do hereby certify that Jane C. Morrow personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners and that by authority duly given and as the act of the County the foregoing instrument is signed in its name by its Chairman and attested by the Clerk to the Board

WITNESS my hand and Notarial Seal, this 18th day of February, 1976.

My Commission Expires: 6-2-80

Debra L. Woodby  
Notary Public

(NOTARIAL SEAL)



REGISTERED

ASSIGNMENT OF EASEMENT

'84 JAN 23 A8:38

CTS of Asheville, Inc., herein called "Assignor", a North Carolina Corporation whose address is Mills Gap Road, Skyland, North Carolina hereby agrees to assign, transfer and convey to CTS Corporation, an Indiana corporation herein called "Assignee", whose principal office is located at 905 North West Boulevard, Elkhart, Indiana, all of its right, title and interest to and under the Easement Agreement, dated April 4, 1972 and which is in the following words and figures to wit:

This easement made this 4th day of April, 1972, by CTS of Asheville, Inc., a North Carolina corporation, herein called "Grantor", to Buncombe County, North Carolina, and the City of Asheville, North Carolina, herein called "Grantees", on the following terms and conditions:

That for good and valuable consideration received, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantees the right, privilege and authority to operate and maintain a water reservoir and to connect and maintain eight inch underground water pipes to such water reservoir with a right of way and easement in the place where the said water reservoir stands and said eight inch underground water pipes are laid at the date this written easement is granted (to exist so long as the Grantees jointly and severally use the water reservoir and water pipes for the purposes of supplying residents of Buncombe County and the City of Asheville with water and water pressure) on the lands situated in Buncombe County, North Carolina, to wit:

BEGINNING at a stake in the center of Mills Gap Road, said stake being 1950 feet in an easterly direction from the intersection of the center of said road with the center of Sweeten Creek Road, said stake being also the northeast corner of the property conveyed to Andy Williams et al by deed recorded in Book 677, Page 528, and running thence with the center of said road the following courses and distances: South 63°41' East 664.81 feet; South 64°48' East 227.7 feet; South 66°26' East 299.58 feet; South 66°31' East 799.92 feet; South 65°37' East 240.73 feet; thence leaving said road South 32°59' West 1236.25 feet to a locust hub; thence North 84°45' West 447 feet to an oak stump; thence South 3°23' West 1111.21 feet to a hickory; thence North 84°44' West 437 feet to a locust hub; thence North 4°07' East 1925.15 feet to a locust hub; thence with an old marked line North 84°8' West 1038.44 feet to a locust hub; thence with Andy Williams' line North 26°32' East 1082.83 feet to the BEGINNING; containing 66.4 acres.

Together with the rights, easements, privileges and appurtenances in or to said lands, which may be required for the full enjoyment of the rights herein granted.

Grantee shall pay Grantor for all damage to the above described real estate and property of Grantor thereon, caused by operation and maintenance of said water reservoir and underground water pipes.

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enc on file

OTS Corp.  
405 North West Blvd  
Elkhart, In 46514  
Att: Connie Pollitt

Filed for Registration  
on 23 day of January 1988 in  
Burrhead County, N. C. at 2582m  
in Book 1343, Page 729  
OTD 21/1/88  
Register of Deaths

000027

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STATE OF NORTH CAROLINA

REGISTERED

COUNTY OF BUNCOMBE

'84 JAN 23 8:38

THIS INDENTURE, made this 30th day of December 1983 by and between CTS of Asheville, Inc. hereinafter called "Grantors" and CTS Corporation hereinafter called "Grantees," (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

WITNESSETH; That the Grantors for and in consideration of the sum of Ten Dollars, and other good and valuable consideration to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees their heirs and/or successors and assigns, the following particularly described real estate, located in Buncombe County, North Carolina, to-wit:

BEGINNING at a stake in the center of Mills Gap Road, said stake being 1950 feet in an easterly direction from the intersection of the center of said road with the center of Sweeten Creek Road, said stake being also the northeast corner of the property conveyed to Andy Williams et al. by deed recorded in Book 677, Page 528, and running thence with the center of said road the following courses and distances: South 63°41' East 664.81 feet; South 64°48' East 227.7 feet; South 66°26' East 299.58 feet; South 66°31' East 799.92 feet; South 65°37' East 240.73 feet; thence leaving said road South 32°59' West 1236.25 feet to a locust hub; thence North 84°45' West 447 feet to an oak stump; thence South 3°23' West 1111.21 feet to a hickory; thence North 84°44' West 437 feet to a locust hub; thence North 4°7' East 1925.15 feet to a locust hub; thence with an old marked line North 84°8' West 1038.44 feet to a locust hub; thence with Andy Williams' line North 26°32' East 1082.83 feet to the BEGINNING; containing 66.4 acres more or less. And being the same property conveyed to the Grantor herein by deed dated December 5, 1952, which deed is recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Deed Book 727, Page 287.

EXCEPT: BEGINNING at a P.K. nail in the center of Mills Gap Road (S.R. 3116), said nail being 1950 feet in an easterly direction from the intersection of the center of said road with the center of Sweeten Creek Road (U.S. 25A), said nail being also the northeastern corner of the property conveyed to Andy Williams and wife, Christine Thelma Williams, by deed recorded in Deed Book 677 at Page 528 in the Register of Deeds Office for Buncombe County, North Carolina; thence from said beginning point and running with the center of said road South 63° 41' 10" East 390.10 feet to a P.K. nail in the center of said road; thence leaving said road South 26° 31' 13" West 937.64 feet to an iron pin in the Blake Heirs line; thence with said line North 84° 08' 47" West 416.93 feet to an iron pin, formerly an oak stump at the southeastern corner of the Andy Williams property above

Prepared Out of State

000028



referred to; thence with said Williams line North 26° 31' 13" East 1083.40 feet to a P.K. nail in the center of Mills Gap Road, the point and place of BEGINNING. Containing 9.05 acres more or less, according to a plat dated August, 1975, by Hoffman, Butler & Associates, Inc., entitled "Proposed Buncombe County 5,000,000 Gallon Reservoir Site." Being a portion of that tract of land conveyed to CTS of Asheville, Inc., by International Resistance Company by deed recorded in Deed Book 815 at Page 45 in the Register of Deeds Office for Buncombe County, North Carolina.

The above property is conveyed subject to right of way of Mills Gap Road.

Grantors certify that no North Carolina gross income tax is due or payable in respect to the transfer made by this deed.

To have and to hold the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances, and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to the said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

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



CTS OF ASHEVILLE, INC.

*Charles R. Beitner*  
Charles R. Beitner, President

*Elizabeth Bottorff Ahlemann*  
Elizabeth Bottorff Ahlemann  
Secretary

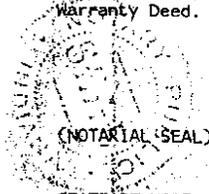
(SEAL)

000029



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, do hereby acknowledge that Charles R. Beltner and Elizabeth B. Ahlemann personally appeared before me and acknowledge the execution of the foregoing Warranty Deed.



Linda L. Anglemeyer  
Notary Public

LINDA L. ANGLEMYER  
NOTARY PUBLIC STATE OF INDIANA  
ELKHART CO  
MY COMMISSION EXPIRES NOV 16 1986

STATE OF NORTH CAROLINA )  
 ) SS:  
COUNTY OF BUNCOMBE )

Each of the foregoing certificates, namely of Linda L. Anglemeyer of the State and County designated, is adjudged to be correct. Let the instrument and the certificates be registered.

This 23 day of January, 1983.

Otto W. DeBruhl  
Colene C. Boham  
Deputy Clerk, Buncombe County,  
North Carolina

Filed for registration on the 23 day of January, 1983, at 8:38 A.M.

Otto W. DeBruhl  
Register of Deeds  
By: Colene C. Boham Deputy

This Deed prepared by Constance P. Pollitt, Legal Counsel, CTS Corporation.



encl on file

CTC Cap  
905 North West Blvd  
Eikhart, In. 46514  
Att: Connie Pallitt

Filed for Registration  
on 23 of January 1984 in  
Buncombe County, N. C. at 8:38 a.m.  
in Book 1343, Page 731  
W. W. McRae  
Register of Deeds

000031



SHUFORD, BEST, ROWE, BRONDYKE & ORR

ATTORNEYS AT LAW  
P.O. BOX 1371  
ASHEVILLE, NORTH CAROLINA 28802  
(704) 258-2211

TO  
CTS Corporation  
905 NW Blvd.  
Elkhart, Indiana 46514

DATE November 17, 1986

SUBJECT Sale to Landmark  
Enterprises

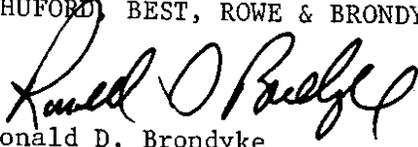
Gentlemen:

Enclosed are the following documents pertaining to the captioned transaction:

Warranty Deed recorded in Book 1445 page 425.

Very truly yours,

SHUFORD, BEST, ROWE & BRONDYKE

  
Ronald D. Brondyke

RDB/br

Enclosure

000032



BA 1445 PG 425

REGISTERED

86 SEP 18 AIO:22

*Alfred H. Haulff*  
REGISTERED DEEDS  
BUNCOMBE CO., N.C.

Excise Tax *None*

Recording Time, Book and Page

Tax Lot No. .... Parcel Identifier No. ....  
Verified by ..... County on the ..... day of ....., 19 ....  
by .....

Mail after recording to RONALD D. BRONDYKE, P.O. Box 1371, Asheville, NC 28802

This instrument was prepared by RONALD D. BRONDYKE

Brief description for the Index

### NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this .. day of September, 1986, by and between

GRANTOR

GRANTEE

CTS OF ASHEVILLE, INC.

CTS CORPORATION  
*AN INDIANA CORPORATION*

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

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

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

BEGINNING at a stake in the center of Mills Gap Road, said stake being 1950 feet in an easterly direction from the intersection of the center of said road with the center of Sweeten Creek Road, said stake being also the northeast corner of the property conveyed to Andy Williams et al, by deed recorded in Book 677, Page 528, and running thence with the center of said road the following courses and distances: South 63° 41' East 664.81 feet; South 64° 48' East 227.7 feet; South 66° 26' East 299.58 feet; South 66° 31' East 799.92 feet; South 65° 37' East 240.73 feet; thence leaving said road South 32° 59' West 1236.25 feet to a locust hub; thence North 84° 45' West 447 feet to an oak stump; thence South 3° 23' West 1111.21 feet to a hickory; thence North 84° 44' West 437 feet to a locust hub; thence North 4° 7' East 1925.15 feet to a locust hub; thence with an old marked line North 84° 8' West 1038.44 feet to a locust hub; thence with Andy Williams' line North 26° 32' East 1082.83 feet to the BEGINNING; containing 66.4 acres more or less. And being the same property conveyed to the Grantor herein by deed dated December 5, 1952, which deed is recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Deed Book 727, Page 287.

The property hereinabove described was acquired by Grantor by instrument recorded in \_\_\_\_\_

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_  
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

CTS OF ASHEVILLE, INC  
(Corporate Name)  
By: *Charles C. Smith*  
Charles C. Smith  
Vice President

ATTEST: *Elizabeth Bottorff Ahlemann*  
Elizabeth Bottorff Ahlemann  
Secretary (Corporate Seal)  
Indiana, \_\_\_\_\_  
Elkhart \_\_\_\_\_ County.

I, a Notary Public of the County and State aforesaid, certify that *Charles C. Smith*,  
Vice President of CTS of Asheville, Inc.  
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this *4th* day of *September*, 19 *86*.  
My commission expires: *Nov 16, 1986* *Linda L. Anglemyer* Notary Public

INDIANA, Elkhart \_\_\_\_\_ County.  
I, a Notary Public of the County and State aforesaid, certify that *Elizabeth Bottorff Ahlemann*,  
personally came before me this day and acknowledged that \_\_\_\_\_ he is \_\_\_\_\_ Secretary of  
CTS OF ASHEVILLE, INC \_\_\_\_\_ a North Carolina corporation, and that by authority duly  
given and as the act of the corporation, the foregoing instrument was signed in its name by its  
President, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_ Secretary.  
Witness my hand and official stamp or seal, this *4th* day of *September*, 19 *86*.  
MY COMMISSION EXPIRES NOV 16 1986 My commission expires: *Nov 16, 1986* *Linda L. Anglemyer* Notary Public

The foregoing Certificate(s) of *Linda L. Anglemyer*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

*Otto W. DeBeauvoir* REGISTER OF DEEDS FOR *Suncombe* COUNTY  
By *Colene C. Bonham* Deputy/Assistant Register of Deeds.

W. B.

ARDEN ELECTROPLATING, INC.  
MILLS GAP ROAD, P. O. BOX 667  
SKYLAND, NORTH CAROLINA 28776

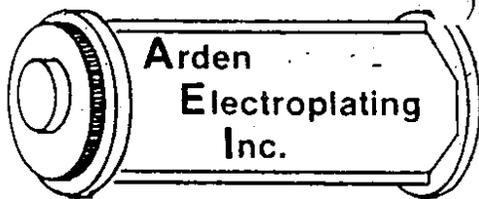
TOM D. ISRAEL      OWNER

BUS PHONE NO. 704-687-0875  
HOME PHONE NO. 704-891-9491

HOME ADDRESS:

9 BLACKBERRY LANE  
FLETCHER, NORTH CAROLINA 28732

*"Quality Commercial Electroplating"*



Tom Israel  
704/687-0875 Bus.  
704/891-9491 Res.

P.O. Box 667  
Skyland, NC 28776

000035



LEASE

ARDEN ELECTROPLATING, INC

THIS LEASE is made at Asheville, North Carolina, this 27th day of November, 1985, by and between CTS Corporation, Asheville Division of the Electromechanical Group, ("Lessor") and Arden Electroplating, Inc. ("Lessee").

Subject to the covenants, terms, and conditions set forth below, Lessor leases to Lessee 4,752 square feet of the manufacturing facility, hereinafter, "Premises," located at Mills Gap Road, Asheville, North Carolina 28776, and more particularly described in Exhibit 1 attached hereto, and made a part of this Agreement.

1. Terms. The term of this Lease shall be one one (1) year, commencing on December 1, 1985, and ending on November 30, 1986, unless sooner terminated pursuant to any provision of this Lease. Lessee shall have an option to renew this Lease on an annual basis. In order to renew this Lease Agreement, notice to renew must be given in writing to the Lessor at least thirty (30) days prior to the expiration of the Lease Agreement.

Either party may terminate this Lease by giving six (6) months advance written notice of termination to the other party.

2. Rent. Subject to the provisions below regarding late payments, the rent for the first one (1) year of this Lease shall be the sum of eight-thousand three-hundred dollars (\$8,300) payable to Lessor in equal monthly installments of seven-hundred twenty-five dollars (\$725) in cash, in advance, on the first day of each calendar month during the term hereof, without deduction, set-off, prior notice, or demand. The rent for any period less than a calendar month shall be a pro rata portion of the monthly installment.

The rent shall be adjusted upon each annual renewal of the Lease Agreement.

3. Use. The premises shall be used and occupied only for the following purpose: electroplating.

Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Premises, or any unlawful use to be made thereof. Lessee shall not use or permit the use in any manner which will tend to create waste or a nuisance.

4. Utilities. Lessee agrees to pay for all water, natural gas used in their make up air system and telephone installation and services. Lessee agrees to pay for electricity used by the electric boiler and plating rectifiers based on a study to be made during the first full month, said study to be conducted jointly by the parties.

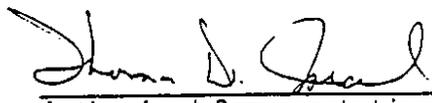
Lessor reserves the right during the term of this Lease to grant easements for public utility purposes on, over, or below the Premises without any abatement or reduction of Lessee's obligations under this Lease, provided that such easements do not unreasonably interfere with the normal operation of Lessee's business conducted on the Premises.

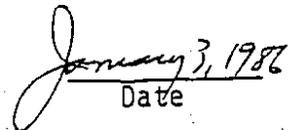
5. Assignment.

A. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Lessor's consent, which Lessor agrees not to unreasonably withhold. Any assignment, encumbrance, or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a breach.

6. Condition and Maintenance of Premises. Lessee's acceptance of possession of the Premises shall constitute Lessee's acknowledgment that the Premises are in good and tenantable condition.

  
Authorized Representative  
Lessor  
CTS CORPORATION  
Asheville Division

  
Authorized Representative  
Lessee  
Arden Electroplating, Inc.

  
Date



PURCHASE AGREEMENT (cont.)

and equipment or means that may be necessary to safeguard the operator from harm for any particular use, operation, or set up and to adequately safeguard the equipment to meet all government safety standards.

5. Acceptance

Arden Electroplating, Inc., will be deemed to have accepted the equipment upon execution of this Agreement.

6. Governing Law

North Carolina law shall govern the terms hereof, and CTS and Arden Electroplating, Inc., submit to the jurisdiction of the courts of North Carolina with respect to any controversy hereunder.

7. Entire Agreement

This Purchase Agreement contains the entire agreement between CTS and Arden Electroplating, Inc. Any other documents or forms used in connection with this transaction shall be used for recordkeeping purposes only and shall not be made a part of this Agreement.

C. R. Beiter  
Authorized Representative  
Seller  
CTS Corporation  
Asheville Division

Thomas D. [Signature]      January 3, 1986  
Authorized Representative      Date  
Purchaser

A MEMBER OF THE SEARS FINANCIAL NETWORK



HILL-GATEWOOD,  
REALTORS®

ASHEVILLE (NORTH)   
366 MERRIMON AVENUE  
ASHEVILLE, NC 28801  
BUS. (704) 252-5555

ASHEVILLE (SOUTH)   
1550 HENDERSONVILLE ROAD  
ASHEVILLE, NC 28803  
BUS. (704) 274-5936

HENDERSONVILLE   
1611 ASHEVILLE HIGHWAY  
HENDERSONVILLE, NC 28739  
BUS. (704) 692-0222

LAKE LURE   
US 64/74  
P.O. BOX 57  
LAKE LURE, NC 28746  
BUS. (704) 625-2515

June 15, 1987

Wayne A. Beaverson, V.P.  
CTS Corporation  
905 North West Boulevard  
Elkhart, ID 46514

Dear Wayne:

I have taken numerous local businessmen and investors through your plant in an effort to market it locally. A couple of them have indicated to me that they would be willing to purchase the facility if I were to reinvest my portion of the commission in the transaction, plan for subdividing the residential portion of the property, and manage the overall project for them. I told them that I would consider doing that.

They stated they were only interested if they could obtain the property at a bargain price with good terms. I suggested that they make their offer through me in writing.

I am enclosing for your consideration their offer. Please be aware that I would be either a 20% or 25% owner of the property should you accept this offer.

I had one other showing this week through an Ohio realtor who is an advance scout for an undisclosed company that would be a satellite company to White Consolidated Industries. They are looking for 40,000 square feet to lease or buy. The agent felt that your property was too old for them, but he would submit it. He said they were in stage 1 of 4 stages to find a property and probably wanted to be in this area by the beginning of 1988.

The Chamber of Commerce has another prospect I will be showing the facility to as such time as they arrive. The Chamber believes they are looking primarily to lease about 20,000 square feet.

The group making this offer will consist of one or two local prominent attorneys, two local prominent industrialists, and myself. Everyone is aware that 35,000 square feet of roof is beyond its useful life and will need to be replaced. The only question in their mind

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relating to the roof is the condition of the decking. It shows signs of sagging and rot. As previously mentioned, their intention would be to have me subdivide the property and manage it.

They would like to have a response to their offer as soon as possible because they are also looking at other investment opportunities that I have presented to them.

I feel that the offer is low, but their intention is only to buy it if they can buy it right. All of the group have purchased other properties of a similar type either together or separately in the same fashion.

Please call me if you have any questions about the offer. They have not put an expiration date on the offer, but their intention is to revoke it if not accepted by weeks end and have me make an offer on a shopping center opportunity I have presented to them.

Sincerely,

  
Stan Greenberg  
Vice President

SHG/haa

Enclosures

000041

JOHN A. POWELL  
SANDRA S. POWELL  
PH (704) 252-7444  
53 N MARKET ST  
ASHEVILLE, NC 28801

**CMA** Cash Management Account<sup>®</sup>

3212

HARLAND DOB 6

Pay to the  
order of

Hill-Gatewood Realtors

6/15

19 87

25-80  
440

\$5,000.00

Five Thousand and

00/100 Dollars



**Merrill Lynch**

BANK ONE, COLUMBUS, N.A. Columbus, Ohio 43271

Memo

Earnest Money Deposit  
CTS Promt

\*0440008041 3011870118 3212

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OFFER TO PURCHASE AND CONTRACT

John Powell, as Trustee of CTS Corporation, as Seller, hereby agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such personal property as is listed below (the real and personal property are collectively referred to as "the Property"). In accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Asheville, Buncombe County of State of North Carolina, being known as and more particularly described as:

Street Address: Mills Gap Road
Legal Description: That portion of property in DB 1343, Page 729 containing approximately 54 acres and a 16,000 plus or minus square foot industrial facility.

2. PERSONAL PROPERTY:

3. PURCHASE PRICE: The purchase price is Five Hundred Thousand \$500,000.00 and shall be paid as follows:

- (a) 5,000.00 in earnest money paid by personal check to Coldwell Banker Hill-Gatewood, Realtors
(b) N/A
(c) 400,000.00 by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of 8% per annum, payable by monthly payments of \$1,332.30 commencing on 30 days after closing. If any, shall be: at any time without penalty. Assumption of transfer rights, if any, shall be: fully assumable.

(d) 195,000.00 the balance of the purchase price in cash at closing.

4. CONTINGENTS: (State N/A in each blank of paragraph 4 (a) and 4 (b) that it is not a condition to this contract)
(a) The Buyer must be able to obtain a firm commitment effective through the date of closing for a N/A year(s), at an interest rate not to exceed N/A% prior to the principal amount of \$ N/A for a term of N/A years, as an interest rate not to exceed N/A% prior to his receipt of the lender's decision. Mortgage loan discount points not to exceed N/A% of the loan shall be paid by N/A and loan closing cost shall be paid by N/A.
(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(c) above for the remainder of the loan term, at an interest rate not to exceed N/A% fixed or N/A% floating. If such assumption requires the lender's approval, approval must be granted prior to N/A. Buyer agrees to advise Seller immediately upon his receipt of the lender's decision. In addition to any or all transfer fee (per STANDARD PROVISION No. 1), mortgage loan assumption and/or discount points not to exceed N/A% shall be paid as follows: N/A.

(c) There must be no restrictions, easement, zoning or other governmental regulations that would prevent the reasonable use of the real property for industrial or residential purposes.
5. ASSUMPTIONS: Seller warrants that there are no encumbrances or special assessments, either pending or confirmed, for sidewalk, parking, water, sewer or other improvements on or adjoining the Property, except as follows: none. (Insert "none" or the identification of any such assessments, if any; the agreement for payment on provision of any assessments indicated is to be set forth in paragraph 6 below.)

6. OTHER PROVISIONS AND CONDITIONS:
(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be deleted: 2, 7, 8, 11. (If none are to be deleted, state "None" in this blank)

\*Interest only for the first two years and starting with the beginning of the third year to the end of the fifteenth year monthly payments of principal and interest in the amount of \$4,132.30.

See Purchase Contract Continuation attached hereto and made a part hereof.

(If additional space is needed, the bottom of the reverse side of this page may be used)

7. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before 90 days or before at Buyer's option, at a place designated by Buyer.

8. POSSESSION: Possession shall be delivered at closing. In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of N/A per day to and including the date that possession is to be delivered as above set forth.

9. COUNTERPARTS: This Offer shall become a binding contract when signed by both Buyer and Seller and is executed in 1 copy, counterparty with an executed counterpart being retained by each party hereto.

Date of Offer: 6-15-87
Buyer: John Powell, as Trustee or his assignee
Seller: Stan Greedy / Hill Gatewood
Agent/Firm: Stan Greedy / Hill Gatewood
Date: 6-15-87
By: Stan Greedy VP

000043





HILL-GATEWOOD,  
REALTORS®

# Purchase Contract Continuation



An Equal Opportunity Lender and Equal Housing Lender  
of Coldwell Banker Residential Affiliates, Inc.

In reference to the Contract for the Purchase and Sale of real property between John Powell

as Trustee, Buyer and CTS Corporation

Seller, dated \_\_\_\_\_, covering the real property commonly known as

54 acres and industrial plant per DB 1343 PG 729, THE UNDERSIGNED BUYER AND SELLER

HEREBY AGREE TO THE FOLLOWING:

6. OTHER PROVISIONS AND CONDITIONS CONTINUED.

B) Seller warrants that the property is free from burial or storage or any residual effects from industrial toxic waste. Seller shall indemnify Buyer against any expense incurred as a result of this warranty. If such expense, if any, is not reimbursed to Buyer within 30 days of written notification to Seller along with proof of the expense, Buyer may offset said expense against the next mortgage payments due to Seller or their assigns.

C) Buyer is making this offer on behalf of a group of investors, one of whom is Stanley H. Greenberg, the N.C. Real Estate Broker who listed this property for sale with Coldwell Banker Hill-Gatewood, Realtors.

D) At time of closing, the downpayment shall cover a release for 20 acres of the acreage outside of the fenced area starting with the Eastern most boundary of the property and running West. Seller shall grant a release to Buyer of the remaining approximately 22 acres outside of the fence at the rate of one acre for each \$2,500.00 reduction of principal on the purchase money deed of trust. There shall be no releases for the fenced in acreage. That area shall remain encumbered until the note is paid off in full.

E) Buyer acknowledges that the roof area over the oldest portion of the building is not in good condition. Buyer reserves the right to have a roof inspector examine said roof and timbers to determine the extent of repairs necessary to said roof. Buyer shall have the right to terminate this contract within 30 days of acceptance if in Buyers opinion the repair expense would be exhorbitant.

F) Included in the purchase price is the existing boilers and compressors and any other personal property presently located on the property.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Contract for the Purchase and Sale of real property and the undersigned Buyer and Seller acknowledge receipt of a copy hereof.

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ m. DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ m.

BUYER: \_\_\_\_\_ (SEAL) SELLER: \_\_\_\_\_ (SEAL)

BUYER: \_\_\_\_\_ (SEAL) SELLER: \_\_\_\_\_ (SEAL)

WITNESS: \_\_\_\_\_ (SEAL) WITNESS: \_\_\_\_\_ (SEAL)

This form was prepared solely by Hill-Gatewood, Realtors, Coldwell Banker Residential Affiliates, Inc. and its direct and indirect parents express no opinion on the form and substantive content thereof.  
202C-988



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CONTRACT OF SALE OF REALTY

THIS AGREEMENT, made this 25<sup>th</sup> day of June, 1987, between CTS Corporation, an Indiana corporation having its principal place of business at 905 North West Boulevard, Elkhart, Indiana 46516, hereinafter referred to as "Seller," and John Powell as Trustee of Mills Gap Associates, a North Carolina general partnership, hereinafter referred to as "Buyer".

WITNESSETH:

1. Agreement to Buy and Sell and Description. Seller will sell and convey, and Buyer will purchase, all the land, with the buildings and improvements on the land, located in the city of Asheville, County of Buncombe, State of North Carolina, being known as and more particularly described as that portion of property on Mills Gap Road, in Deed Book 1343, Page 729 containing approximately 54 acres and an industrial facility, approximately 76,000 square feet in size, hereinafter referred to as "Property". Buyer has offered to purchase the Property on behalf of a group of investors, one of whom is Stanley H. Greenberg, the North Carolina Real Estate Broker who listed the Property for sale with Coldwell Banker Hill-Gatewood, Realtors.

2. Purchase Price. The purchase price is five hundred forty thousand dollars (\$540,000.00), payable as follows:

- (a) Five thousand dollars (\$5,000.00) in earnest money, paid by personal check on June 15, 1987, the same to be held in escrow by Coldwell Banker Hill-Gatewood, Realtors, as agents, until the Closing Date, at which time it will be paid to Seller and credited to Buyer towards the Purchase Price, or until this Contract is otherwise terminated, at which time it will be distributed pursuant to Section 9 of this Agreement.
- (b) Four hundred forty thousand dollars (\$440,000.00) by a promissory note secured by a purchase money deed of trust, containing the provisions of the promissory note and deed of trust forms approved by the North Carolina Bar Association as Forms 4 and 5, on the Property with interest prior to default at the rate of 10% per annum. Monthly payments of interest only shall be made commencing on the first day of the month next following the Closing Date and on the first day of each of the eleven months thereafter. Beginning on the first day of the thirteenth month following the Closing Date, Buyer shall make monthly payments of \$5,814.65 on the first day of every month thereafter for a period of ten (10) years, the same to be prepayable at any time without penalty; and
- (c) Ninety-five thousand dollars (\$95,000.00) in cash at closing.

3. Personal Property and Fixtures. In addition to the Property, Seller will sell and convey and Buyer will purchase all of the existing boilers, compressors and other personal property located on the Property, the consideration for which is part of the purchase price described in term 2 above.

4. Taxes. Ad valorem taxes on the Property shall be prorated on a calendar year basis to the Closing Date.

5. Warranty. Seller warrants that it owns the Property, free and clear of all liens and encumbrances, and will convey the Property to Buyer on the Closing Date, free and clear of all liens and encumbrances by general warranty deed. Seller warrants that there are no encumbrances or special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property. Seller warrants that it will convey fee simple marketable title to Buyer. Seller further warrants that the Property will be the subject of an environmental audit, the results of which will be provided to Buyer. If the results of the environmental audit indicate the presence of contaminants on or under the Property, in amounts that would exceed any applicable governmental rules or regulations, Buyer shall have the option of terminating this Contract without any further liability if Seller decides not to undertake to remedy the identified contamination. The foregoing warranties are in lieu of any and all other warranties, express or implied, it being understood that except as specified above, Buyer is purchasing the Property on an "as is" basis.

6. Partial Sale Before Promissory Note is Paid. Seller agrees that Buyer may sell that portion of the Property, comprising approximately 42 acres, which lies outside the fenced area, starting with the Eastern most boundary of the Property and running West, before the Promissory Note described in term 2 (b) above is paid in full; provided, however, that the terms of any such sale shall be subject to the prior approval of Seller and, that any and all proceeds from such sale shall be paid directly to Seller, the same to be applied against the then existing principal balance on the Promissory Note. The monthly payments shall thereafter be recalculated to reflect the reduced principal balance of the note, the payment period of the note remaining unchanged.

7. Use of the Property Before Promissory Note is Paid. Except as provided for in term 6 above or as shall be agreed upon by the parties in writing, Buyer shall keep and maintain the property until the Promissory Note is paid in full, and will not allow any use thereof which will cause waste or a nuisance to be maintained thereon. Buyer shall, at all times, until the Promissory Note is paid in full, keep and maintain property insurance on the Property, in a coverage amount which shall always exceed the principal balance on the Promissory Note, naming Seller as an insured.

8. Roof Condition. Buyer reserves the right to have the roof of the oldest portion of the building inspected by a roofing inspector to determine the extent of repairs required. Buyer shall have the right to terminate this Contract and recovery of its earnest money within fourteen (14) days of the signing of this agreement if Buyer considers the roof repair expense to be excessive.

9. Utilities. Unless otherwise stated herein, the electrical, plumbing, heating and cooling systems and built in appliances, if any, shall be in good working order at Closing. Buyer has the option to have the same inspected by a reputable inspector or contractor at Buyer's expense, but such inspections must be completed in sufficient time before Closing so as to permit repairs, if any, to be completed by Closing. If any repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c)

refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, or (b) terminating the contract, in which case the earnest money shall be refunded. Closing shall constitute acceptance of the electrical, plumbing, heating and cooling systems and built in appliances in their existing condition unless provision is otherwise made in writing pursuant to this paragraph. (RECOMMENDATION: Buyer should have any inspections made prior to incurring expenses for Closing).

10. Termites, Etc. Unless otherwise stated herein, Seller shall provide at Seller's expense a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood destroying insects and that no visible damage therefrom was observed, or, if new construction, a new construction termite bond. All extermination required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. If any structural repairs are necessary, Seller shall have the option of (a) paying for them, or (b) refusing to pay for them. If Seller elects not to pay for such structural repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, or (b) terminating the Contract, in which latter case the earnest money shall be refunded. The inspection and report described in this paragraph may not reveal either structural damage or damage caused by agents or organisms other than termites and wood destroying insects.

11. Termination. Except as provided in term 5 or term 8 above, if Buyer terminates this Contract and does not consummate the purchase contemplated hereby, then Seller shall be entitled to the \$5,000.00 in earnest money deposited by Buyer pursuant to term 2(a) above.

12. Closing Date. The parties hereto agree to execute any and all documents necessary to complete the transaction contemplated hereby on September 8, 1987 or sooner at a place to be mutually agreed upon. The deed shall be made to John Powell, as Trustee of Mills Gap Associates or his assignee.

13. Closing Expenses. Seller shall pay for the preparation of the deed and for the revenue stamp required by law. Buyer shall pay for recording the deed and for preparation and recording of the promissory note, purchase money deed of trust and any other instruments required to secure the balance of the purchase price unpaid on the Closing Date.

14. Possession. Possession shall be delivered to Buyer on the Closing Date.

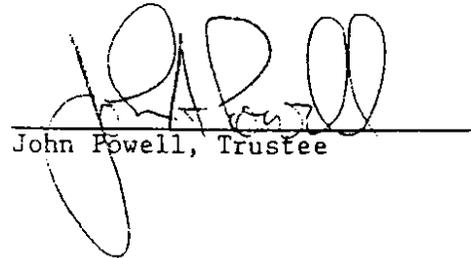
15. Assignment. This Contract may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, then the same shall be binding on the Assignee and his heirs.

16. Parties. This Contract shall be binding and shall inure to the benefit of the parties, their heirs, successors and assigns. The provisions herein contained with respect to the Promissory Note and Deed of Trust shall be binding upon and insure to the benefit of all parties to the same as well as subsequent owners of the Property and the said note and deed of trust.

17. Entire Agreement. Buyer acknowledges that he has inspected the Property. This Contract contains the entire agreement of the parties and there are no representations or other provisions other than those expressed herein in writing. All changes must be in writing and signed by all parties.

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto.

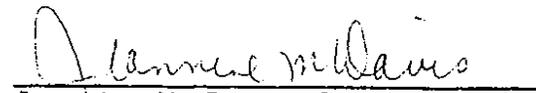
MILLS GAP ASSOCIATES

  
John Powell, Trustee

CTS CORPORATION

  
Wayne A. Beaverson  
Vice President  
Corporate Development

ATTEST:

  
Jeannine M. Davis, Secretary

SATISFACTION: The debt evidenced by this Note has been satisfied in full this 25th day of August, 19 97  
CTS Corporation

# PROMISSORY NOTE

Asheville, N.C.  
December 23, 19 87

by [Signature], VP  
by [Signature], VP  
\$ 440,000.00

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to CTS CORPORATION, an Indiana corporation or order.

the principal sum of FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$ 440,000.00), with interest from December, 1987, at the rate of Ten per cent (10 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at the office of CTS Corporation, 905 North West Boulevard, Elkhart, Indiana 46516

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

Twelve (12) monthly installments of interest only in the amount of \$3,666.66 each shall be payable with the first said monthly payment of interest only being due and payable on or before January 24, 1988. Following the aforesaid 12 monthly installments of interest only, 120 monthly installments of principal and interest in the amount of \$5,814.65 each shall be made with the first such installment being due on or before January 24, 1989 and continuing thereafter on the 24th day of each succeeding month thereafter until paid in full.

If not sooner paid, the entire remaining indebtedness shall be due and payable on December 24, 1998. If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest at the rate of Ten per cent (10 %) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina. This Note is given to secure the balance of purchase money, and is secured by a Purchase Money Deed of Trust

which is a 1st lien upon the property therein described. IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

\_\_\_\_\_  
(Corporate Name)  
By: \_\_\_\_\_  
President  
ATTEST: \_\_\_\_\_  
Secretary (Corporate Seal)  
\_\_\_\_\_  
(Corporate Name)  
By: \_\_\_\_\_  
President  
ATTEST: \_\_\_\_\_  
Secretary (Corporate Seal)

MILLS GAP ROAD ASSOCIATES, a North Carolina General Partnership  
Stanley H. Greenberg (SEAL)  
STANLEY H. GREENBERG, General Partner  
John A. Powell (SEAL)  
JOHN A. POWELL, General Partner  
Fred M. Slosman (SEAL)  
FRED M. SLOSMAN, General Partner  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

REGISTERED

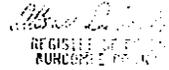
'87 DEC 23 AIO:22

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the 25th day of August 19 97

Signed: CTS CORPORATION

by *Glenn M. Davis* Vice President  
by *Glenn M. Davis* Vice President



Recording: Time, Book and Page

Tax Lot No. Parcel Identifier No.

Verified by County on the day of 19

by

Mall after recording to

This instrument was prepared by Elmore & Powell, P.A., 53 North Market St., Asheville, NC 28801

Brief description for the Index

NORTH CAROLINA DEED OF TRUST (PURCHASE MONEY)

THIS DEED OF TRUST made this 23rd day of December 19 87 by and between:

GRANTOR	TRUSTEE	BENEFICIARY
MILLS GAP ROAD ASSOCIATES, a North Carolina General Partnership	CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation	CTS CORPORATION, an Indiana Corporation

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

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of FOUR HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$440,000.00), as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said promissory note, if not sooner paid, is December 24, 1998

NOW, THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Limestone Township,

Buncombe County, North Carolina, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF PROPERTY

The Promissory Note secured by this Deed of Trust is for the balance of purchase price of real estate.

TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, to the said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all of the covenants, terms, and conditions of this deed of trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, then and in any of such events, if the default is not made good within fifteen (15) days, the note shall, at the option of the Beneficiary, at once become due and payable without notice, and it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon such and any resale and upon compliance with the then law relating to foreclosure proceedings to convey title to the purchaser in fee simple.

The proceeds of the Sale shall after the Trustee retains his commission be applied to the costs of sale, the amount due on the note hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale or the minimum sum of \$200.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half thereof after issuance of said notice; three-fourths thereof after such hearing; and the greater of the full commission or minimum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not exceeding that amount necessary to pay the sum secured by this deed of trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

3. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

4. WASTE. The Grantor covenants that he will keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.

5. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whatsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

\*Exhibit "B" attached hereto for the following additional terms of trust entitled: Paragraph 9. REINSTATEMENT, and Paragraph 10. PARTIAL RELEASE. The terms of the additional terms of trust are incorporated herein and are set forth on Exhibit "B" solely because of lack of space under the terms of trust.

6. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, resign or for other similar or dissimilar reason become unacceptable to the holder of the Note, then the holder of the Note may appoint, in writing, a trustee in the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.

7. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.

8. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: \_\_\_\_\_  
\_\_\_\_\_  
President  
ATTEST:  
\_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

MILLS GAP ROAD ASSOCIATES, a North Carolina General Partnership  
Stanley H. Greenberg (SEAL)  
STANLEY H. GREENBERG, General Partner  
JOHN A. POWELL, General Partner (SEAL)  
FRED N. SLOSMAN, General Partner (SEAL)

SEAL-STAMP  
NORTH CAROLINA, Buncombe County.  
I, a Notary Public of the County and State aforesaid, certify that STANLEY H. GREENBERG, JOHN A. POWELL, FRED N. SLOSMAN, General Partners of Mills Gap Road Associates, a North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21 day of December, 1987.  
My commission expires: 1-11-92 Sharon M. Bartlett, Notary Public

SEAL-STAMP  
NORTH CAROLINA, \_\_\_\_\_ County.  
I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that \_\_\_\_\_ he is \_\_\_\_\_ Secretary of \_\_\_\_\_ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ Secretary.  
Registered \_\_\_\_\_ and attested by \_\_\_\_\_ as its \_\_\_\_\_ Secretary.  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Notary Public

The foregoing Certificate(s) of \_\_\_\_\_  
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.  
By \_\_\_\_\_ REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY  
Deputy/Assistant-Register of Deeds.  
M.C. Bar Assoc. Form No. 5 © 1976, Revised 1977.

EXHIBIT "A" OF  
DEED OF TRUST FROM MILLS GAP ROAD ASSOCIATES TO  
CTS CORPORATION DATED December 23, 1987

In Limestone Township;

BEGINNING at a P.K. Nail set in the centerline of Mills Gap Road (State Road 3116), said point of beginning being located South 64 deg. 18' 13" East 390.10 feet from the beginning corner of that tract described in Deed Book 1445 at Page 425 of the Buncombe County Registry, and running from the point of beginning thus located along and with the centerline of the pavement of said Mills Gap Road, the following seven courses and distances:

- (1) South 64 deg. 18' 13" East 200.00 feet;
- (2) South 65 deg. 04' 46" East 200.00 feet;
- (3) South 66 deg. 08' 07" East 200.00 feet;
- (4) South 67 deg. 25' 11" East 200.00 feet;
- (5) South 67 deg. 00' 00" East 900.00 feet;
- (6) South 65 deg. 13' 23" East 70.00 feet;
- (7) South 60 deg. 55' 49" East 70.24 feet to a P.K. Nail set in the centerline of the pavement of said Mills Gap Road;

thence leaving the centerline of Mills Gap Road and running with the line of a chainlink fence and barbed wire fence and also with the Western property lines of the Charles H. Carpenter tract described in Deed Book 1128 at Page 542 of the Buncombe County Registry and the Lawrence H. Rice tract described in Deed Book 1048 at Page 536 and Deed Book 1103 at Page 73, both of the Buncombe County Registry, South 32 deg. 19' 30" West 1232.31 feet passing through a concrete monument with brass disk at 30.00 feet to a 23-inch sour wood located at a corner of an existing barbed wire fence; thence North 84 deg. 57' 41" West 444.95 feet to a three-quarter inch iron rod found in an oak stump at a corner of a barbed wire fence; thence with the Western property line of the D. O. Thompson Company tract described in Deed Book 1457 at Page 184 of the Buncombe County Registry, South 02 deg. 40' 54" West 1111.45 feet to a 28-inch hickory, said point being the Southernmost corner of the lands herein described and the terminus of the eighth call of that tract of land described in Deed Book 1445 at Page 425 of the Buncombe County Registry, said point also being the Southeast corner of Lot 12 as shown in Plat Book 53 at Page 51 of the Buncombe County Registry; thence with the Eastern property line of that property shown and described in Plat Book 53 at Page 51 of the Buncombe County Registry, North 27 deg. 01' 29" West 863.30 feet to a three-quarter inch existing iron pipe; thence continuing with the Eastern line of that property shown in Plat Book 53 at Page 51 of the Buncombe County Registry North 03 deg. 31' 29" East 1189.95 feet to an existing locust hub and tack; thence with the Northern line of Lot 16 as shown in Plat Book 53 at Page 51 of the Buncombe County Registry North 84 deg. 48' 58" West 621.44 feet to a one-half inch hexagonal iron rod; thence with the Eastern line of Tract 2 of that property owned by the City of Asheville and described in Deed Book 1289 at Page 437 of the Buncombe County Registry North 25 deg. 54' 10" East 937.64 feet passing through a concrete monument with brass disk at 837.64 feet to the point and place of BEGINNING. Containing 53.54 acres and being that same property shown in a survey of the Property of CTS Corporation dated November 18, 1987 and drawn by Phillip D. Reese, R.L.S. of McMahan & Reese, P.A. (Job No. 87-1408)

000053

EXHIBIT "B" TO  
DEED OF TRUST FROM  
MILLS GAP ROAD ASSOCIATES, GRANTOR  
TO CTS CORPORATION, BENEFICIARY  
DATED December 23, 1987

9. REINSTATEMENT. If Grantor meets certain conditions, Grantor shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Grantor: (a) pays Beneficiary all sums which then would be due under this Deed of Trust and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorney's fees. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

10. PARTIAL RELEASE. The Beneficiary and Trustee hereunder shall, at any time that Grantor is not in default under the terms and conditions of this Deed of Trust or the Promissory Note secured hereby, release from the lien of and the terms of this Deed of Trust, any portion or all of the approximately 42 acres which lie outside of that portion of the Property described herein enclosed by chainlink fence. The terms of any such sale of a portion or all of the said 42 acres shall be subject to the prior approval of Beneficiary, which will not be unreasonably withheld, and any and all net proceeds from such sale shall be paid directly to the Beneficiary following closing. All such payments to the Grantee shall be applied against the then existing principal balance of the Promissory Note secured hereby, and following any such reductions of principal balance, the monthly payments under the said Promissory Note shall thereafter be recalculated and reduced to reflect the reduced principal balance, but the payment period and interest rate of the Promissory Note shall remain unchanged.

Filed for Registration  
on 23 day of December, 1987 in  
Buncombe County, N. C. at 10:22 am  
In Book 1188, Page 53  
Atto W. DeBuck  
Register of Deeds

000055

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.  
This the ..... day of ..... 19.....  
Signed: .....

Recording: Time, Book and Page

Tax Lot No. .... Parcel Identifier No. ....

Verified by ..... County on the ..... day of ..... 19.....

by .....

Mail after recording to .....

This instrument was prepared by Elmore & Powell, P.A., 53 North Market St., Asheville, NC 28801

Brief description for the Index

### NORTH CAROLINA DEED OF TRUST (PURCHASE MONEY)

THIS DEED OF TRUST made this 23rd day of December, 19 87, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
MILLS GAP ROAD ASSOCIATES, a North Carolina General Partnership	CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation	CTS CORPORATION, an Indiana Corporation

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

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of FOUR HUNDRED FORTY THOUSAND  
AND NO/100 Dollars (\$ 440,000.00),  
as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment  
of said promissory note, if not sooner paid, is December 24, 1998

NOW, THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained,  
sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns,  
the parcel(s) of land situated in the City of Limestone Township,  
Buncombe County, North Carolina, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF PROPERTY

The Promissory Note secured by this Deed of Trust is for the balance  
of purchase price of real estate.

000057

REGISTRAR OF DEEDS FOR \_\_\_\_\_ COUNTY

DATE RECORDED TO BE CORRECT. THIS INSTRUMENT AND THIS CERTIFICATE ARE DULY REGISTERED AT THE DATE AND TIME AND IN THE BOOK AND PAGE SHOWN ON THE

THE FOREGOING CERTIFICATE(S) OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL OF SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT \_\_\_\_\_ BEING A

A NORTH CAROLINA CORPORATION, THE FOREGOING INSTRUMENT WAS SIGNED IN HIS NAME BY ITS

SECRETARY OF \_\_\_\_\_

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT \_\_\_\_\_

NORTH CAROLINA, \_\_\_\_\_ COUNTY.

SEAL-STAMP

My commission expires: 1-11-92

WITNESS MY HAND AND OFFICIAL SEAL OF SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY

A NORTH CAROLINA GENERAL PARTNERSHIP

POWELL, REED N. SLOSMAN, GENERAL PARTNERS OF MILLS GAP ROAD ASSOCIATES,

STANLEY H. GREENBERG, JOHN A.

NORTH CAROLINA, \_\_\_\_\_ COUNTY.

SEAL-STAMP

SECRETARY (CORPORATE SEAL)

ATTEND:

REED N. SLOSMAN, General Partner

JOHN A. POWELL, General Partner

STANLEY H. GREENBERG, General Partner

MILLS GAP ROAD ASSOCIATES, a North Carolina

General Partnership

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, that caused this instrument to be signed in its

corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first

written, then as beneficiary, at his option, may pay the amount so paid shall be added to the Note secured by this Deed of Trust, and

shall be due and payable upon demand by Grantor or Beneficiary.

1. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision

providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly

comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor

secures the Note with a new deed of trust, and any other instrument that may be

required to carry out the intent of this Deed of Trust, and any other instrument that may be

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EXHIBIT "A" OF  
DEED OF TRUST FROM MILLS GAP ROAD ASSOCIATES TO  
CTS CORPORATION DATED December 23, 1987

In Limestone Township;

BEGINNING at a P.K. Nail set in the centerline of Mills Gap Road (State Road 3116), said point of beginning being located South 64 deg. 18' 13" East 390.10 feet from the beginning corner of that tract described in Deed Book 1445 at Page 425 of the Buncombe County Registry, and running from the point of beginning thus located along and with the centerline of the pavement of said Mills Gap Road, the following seven courses and distances:

- (1) South 64 deg. 18' 13" East 200.00 feet;
  - (2) South 65 deg. 04' 46" East 200.00 feet;
  - (3) South 66 deg. 08' 07" East 200.00 feet;
  - (4) South 67 deg. 25' 11" East 200.00 feet;
  - (5) South 67 deg. 00' 00" East 900.00 feet;
  - (6) South 65 deg. 13' 23" East 70.00 feet;
  - (7) South 60 deg. 55' 49" East 70.24 feet
- to a P.K. Nail set in the centerline of the pavement of said Mills Gap Road;

thence leaving the centerline of Mills Gap Road and running with the line of a chainlink fence and barbed wire fence and also with the Western property lines of the Charles H. Carpenter tract described in Deed Book 1128 at Page 542 of the Buncombe County Registry and the Lawrence H. Rice tract described in Deed Book 1048 at Page 536 and Deed Book 1103 at Page 73, both of the Buncombe County Registry, South 32 deg. 19' 30" West 1232.31 feet passing through a concrete monument with brass disk at 30.00 feet to a 23-inch sour wood located at a corner of an existing barbed wire fence; thence North 84 deg. 57' 41" West 444.95 feet to a three-quarter inch iron rod found in an oak stump at a corner of a barbed wire fence; thence with the Western property line of the D. O. Thompson Company tract described in Deed Book 1457 at Page 184 of the Buncombe County Registry, South 02 deg. 40' 54" West 1111.45 feet to a 28-inch hickory, said point being the Southernmost corner of the lands herein described and the terminus of the eighth call of that tract of land described in Deed Book 1445 at Page 425 of the Buncombe County Registry, said point also being the Southeast corner of Lot 12 as shown in Plat Book 53 at Page 51 of the Buncombe County Registry; thence with the Eastern property line of that property shown and described in Plat Book 53 at Page 51 of the Buncombe County Registry, North 27 deg. 01' 29" West 863.30 feet to a three-quarter inch existing iron pipe; thence continuing with the Eastern line of that property shown in Plat Book 53 at Page 51 of the Buncombe County Registry North 03 deg. 31' 29" East 1189.95 feet to an existing locust hub and tack; thence with the Northern line of Lot 16 as shown in Plat Book 53 at Page 51 of the Buncombe County Registry North 84 deg. 48' 58" West 621.44 feet to a one-half inch hexagonal iron rod; thence with the Eastern line of Tract 2 of that property owned by the City of Asheville and described in Deed Book 1289 at Page 437 of the Buncombe County Registry North 25 deg. 54' 10" East 937.64 feet passing through a concrete monument with brass disk at 837.64 feet to the point and place of BEGINNING. Containing 53.54 acres and being that same property shown in a survey of the Property of CTS Corporation dated November 18, 1987 and drawn by Phillip D. Reese, R.L.S. of McMahan & Reese, P.A. (Job No. 87-1408)

000058

EXHIBIT "B" TO  
DEED OF TRUST FROM  
MILLS GAP ROAD ASSOCIATES, GRANTOR  
TO CTS CORPORATION, BENEFICIARY  
DATED December 23, 1987

9. REINSTATEMENT. If Grantor meets certain conditions, Grantor shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Grantor: (a) pays Beneficiary all sums which then would be due under this Deed of Trust and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorney's fees. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

10. PARTIAL RELEASE. The Beneficiary and Trustee hereunder shall, at any time that Grantor is not in default under the terms and conditions of this Deed of Trust or the Promissory Note secured hereby, release from the lien of and the terms of this Deed of Trust, any portion or all of the approximately 42 acres which lie outside of that portion of the Property described herein enclosed by chainlink fence. The terms of any such sale of a portion or all of the said 42 acres shall be subject to the prior approval of Beneficiary, which will not be unreasonably withheld, and any and all net proceeds from such sale shall be paid directly to the Beneficiary following closing. All such payments to the Grantee shall be applied against the then existing principal balance of the Promissory Note secured hereby, and following any such reductions of principal balance, the monthly payments under the said Promissory Note shall thereafter be recalculated and reduced to reflect the reduced principal balance, but the payment period and interest rate of the Promissory Note shall remain unchanged.

SATISFACTION: The debt evidenced by this Note has been satisfied in full this 25th day of August, 1987.  
Signed by CTS Corporation, VP

# PROMISSORY NOTE

Asheville, N.C.  
December 23, 1987

\$ 440,000.00

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to CTS CORPORATION, an Indiana Corporation or order.

the principal sum of FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$ 440,000.00), with interest from December, 1987 at the rate of Ten

per cent (10%) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at

the office of CTS Corporation, 905 North West Boulevard, Elkhart, Indiana 46516

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

Twelve (12) monthly installments of interest only in the amount of \$3,666.66 each shall be payable with the first said monthly payment of interest only being due and payable on or before January 24, 1988. Following the aforesaid 12 monthly installments of interest only, 120 monthly installments of principal and interest in the amount of \$5,814.65 each shall be made with the first such installment being due on or before January 24, 1989 and continuing thereafter on the 24th day of each succeeding month thereafter until paid in full.

If not sooner paid, the entire remaining indebtedness shall be due and payable on December 24, 1988

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust,

if any, shall bear interest at the rate of Ten per cent (10%) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.  
This Note is given to secure the balance of purchase money, and is secured by a Purchase Money Deed of Trust

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its \_\_\_\_\_ President, attested by its \_\_\_\_\_ Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

By: \_\_\_\_\_ (Corporate Name)  
\_\_\_\_\_  
President

ATTEST: \_\_\_\_\_ Secretary (Corporate Seal)  
\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_ President  
ATTEST: \_\_\_\_\_ Secretary (Corporate Seal)

which is a 1st lien upon the property therein described.  
IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

MILLS GAP ROAD ASSOCIATES, a North Carolina General Partnership  
Stanley H. Greenberg (SEAL)  
STANLEY H. GREENBERG, General Partner

John A. Powell (SEAL)  
JOHN A. POWELL, General Partner

Fred N. Slosman (SEAL)  
FRED N. SLOSMAN, General Partner

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

110115

REGISTERED

'87 DEC 23 AIO:22

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full. This the 25th day of August, 1997.

Signed: CTS CORPORATION  
by *Glenn M. Davis* Vice President  
by *Glenn M. Davis* Vice President

*Albion Davis*  
REGISTERED DEED  
PURCHASE MONEY

Recording: Time, Book and Page

Tax Lot No. Parcel Identifier No.

Verified by County on the day of 19

by

Mail after recording to

This instrument was prepared by Elmore & Powell, P.A., 53 North Market St., Asheville, NC 28801

Brief description for the index

### NORTH CAROLINA DEED OF TRUST (PURCHASE MONEY)

THIS DEED OF TRUST made this 23rd day of December, 1987, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
MILLS GAP ROAD ASSOCIATES, a North Carolina General Partnership	CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation	CTS CORPORATION, an Indiana Corporation

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

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of FOUR HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$ 440,000.00), as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said promissory note, if not sooner paid, is December 24, 1998.

NOW, THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Limestone Township, Buncombe County, North Carolina, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF PROPERTY

The Promissory Note secured by this Deed of Trust is for the balance of purchase price of real estate.

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TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, to the said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all of the covenants, terms, and conditions of this deed of trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, then and in any of such events, if the default is not made good within fifteen (15) days, the note shall, at the option of the Beneficiary, at once become due and payable without notice, and it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon such and any resales and upon compliance with the then law relating to foreclosure proceedings to convey title to the purchaser in fee simple.

The proceeds of the Sale shall after the Trustee retains his commission be applied to the costs of sale, the amount due on the note hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale or the minimum sum of \$200.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half thereof after issuance of said notice; three-fourths thereof after such hearing; and the greater of the full commission or minimum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not exceeding that amount necessary to pay the sum secured by this deed of trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums hereon, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

3. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

4. WASTE. The Grantor covenants that he will keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.

5. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: EASEMENTS, RESTRICTIONS and RIGHTS of way of record.

\*Exhibit "B" attached hereto for the following additional terms of trust entitled: Paragraph 9. REINSTATEMENT, and Paragraph 10. PARTIAL RELEASE. The terms of the additional terms of trust are incorporated herein and are set forth on Exhibit "B" solely because of lack of space under the terms of trust.

6. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for other similar or dissimilar reason become unacceptable to the holder of the Note, then the holder of the Note may appoint, in writing, a trustee to take the place of the Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.

7. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.

8. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

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

ATTEST: \_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

Stanley H. Greenberg (SEAL)  
STANLEY H. GREENBERG, General Partner  
John A. Powell (SEAL)  
JOHN A. POWELL, General Partner  
Fred N. Slosman (SEAL)  
FRED N. SLOSMAN, General Partner



NORTH CAROLINA, Buncombe County.

I, a Notary Public of the County and State aforesaid, certify that STANLEY H. GREENBERG, JOHN A. POWELL, FRED N. SLOSMAN, General Partners of Mills Gap Road Associates, a North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21 day of December, 1987.

My commission expires: 1-11-92 Sharon M. Bartlett Notary Public

SEAL-STAMP

NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

personally came before me this day and acknowledged that \_\_\_\_\_ he is \_\_\_\_\_ Secretary of \_\_\_\_\_ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_

Registered \_\_\_\_\_ and attested by \_\_\_\_\_ as its Secretary. \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. \_\_\_\_\_ Notary Public

The foregoing Certificate(s) of Sharon M. Bartlett

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. \_\_\_\_\_ REGISTER OF DEEDS FOR Buncombe COUNTY. By B. H. Slosman Deputy/Assistant-Register of Deeds.



EXHIBIT "A" OF  
DEED OF TRUST FROM MILLS GAP ROAD ASSOCIATES TO  
CTS CORPORATION DATED December 23, 1987

In Limestone Township:

BEGINNING at a P.K. Nail set in the centerline of Mills Gap Road (State Road 3116), said point of beginning being located South 64 deg. 18' 13" East 390.10 feet from the beginning corner of that tract described in Deed Book 1445 at Page 425 of the Buncombe County Registry, and running from the point of beginning thus located along and with the centerline of the pavement of said Mills Gap Road, the following seven courses and distances:

- (1) South 64 deg. 18' 13" East 200.00 feet;
  - (2) South 65 deg. 04' 46" East 200.00 feet;
  - (3) South 66 deg. 08' 07" East 200.00 feet;
  - (4) South 67 deg. 25' 11" East 200.00 feet;
  - (5) South 67 deg. 00' 00" East 900.00 feet;
  - (6) South 65 deg. 13' 23" East 70.00 feet;
  - (7) South 60 deg. 55' 49" East 70.24 feet
- to a P.K. Nail set in the centerline of the pavement of said Mills Gap Road;

thence leaving the centerline of Mills Gap Road and running with the line of a chainlink fence and barbed wire fence and also with the Western property lines of the Charles H. Carpenter tract described in Deed Book 1128 at Page 542 of the Buncombe County Registry and the Lawrence H. Rice tract described in Deed Book 1048 at Page 536 and Deed Book 1103 at Page 73, both of the Buncombe County Registry, South 32 deg. 19' 30" West 1232.31 feet passing through a concrete monument with brass disk at 30.00 feet to a 23-inch sour wood located at a corner of an existing barbed wire fence; thence North 84 deg. 57' 41" West 444.95 feet to a three-quarter inch iron rod found in an oak stump at a corner of a barbed wire fence; thence with the Western property line of the D. O. Thompson Company tract described in Deed Book 1457 at Page 184 of the Buncombe County Registry, South 02 deg. 40' 54" West 1111.45 feet to a 28-inch hickory, said point being the Southernmost corner of the lands herein described and the terminus of the eighth call of that tract of land described in Deed Book 1445 at Page 425 of the Buncombe County Registry, said point also being the Southeast corner of Lot 12 as shown in Plat Book 53 at Page 51 of the Buncombe County Registry; thence with the Eastern property line of that property shown and described in Plat Book 53 at Page 51 of the Buncombe County Registry, North 27 deg. 01' 29" West 863.30 feet to a three-quarter inch existing iron pipe; thence continuing with the Eastern line of that property shown in Plat Book 53 at Page 51 of the Buncombe County Registry North 03 deg. 31' 29" East 1189.95 feet to an existing locust hub and tack; thence with the Northern line of Lot 16 as shown in Plat Book 53 at Page 51 of the Buncombe County Registry North 84 deg. 48' 58" West 621.44 feet to a one-half inch hexagonal iron rod; thence with the Eastern line of Tract 2 of that property owned by the City of Asheville and described in Deed Book 1289 at Page 437 of the Buncombe County Registry North 25 deg. 54' 10" East 937.64 feet passing through a concrete monument with brass disk at 837.64 feet to the point and place of BEGINNING. Containing 53.54 acres and being that same property shown in a survey of the Property of CTS Corporation dated November 18, 1987 and drawn by Phillip D. Reese, R.L.S. of McMahan & Reese, P.A. (Job No. 87-1408)

000063



EXHIBIT "B" TO  
DEED OF TRUST FROM  
MILLS GAP ROAD ASSOCIATES, GRANTOR  
TO CTS CORPORATION, BENEFICIARY  
DATED December 23, 1987

9. REINSTATEMENT. If Grantor meets certain conditions, Grantor shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Grantor: (a) pays Beneficiary all sums which then would be due under this Deed of Trust and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorney's fees. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

10. PARTIAL RELEASE. The Beneficiary and Trustee hereunder shall, at any time that Grantor is not in default under the terms and conditions of this Deed of Trust or the Promissory Note secured hereby, release from the lien of and the terms of this Deed of Trust, any portion or all of the approximately 42 acres which lie outside of that portion of the Property described herein enclosed by chainlink fence. The terms of any such sale of a portion or all of the said 42 acres shall be subject to the prior approval of Beneficiary, which will not be unreasonably withheld, and any and all net proceeds from such sale shall be paid directly to the Beneficiary following closing. All such payments to the Grantee shall be applied against the then existing principal balance of the Promissory Note secured hereby, and following any such reductions of principal balance, the monthly payments under the said Promissory Note shall thereafter be recalculated and reduced to reflect the reduced principal balance, but the payment period and interest rate of the Promissory Note shall remain unchanged.

Filed for Registration  
on 23 day of December, 1987 in  
Bruncombe County, N. C. at 10:22 am  
In Book 188, Page 53  
Atto W. DeBuck  
Register of Deeds

000065

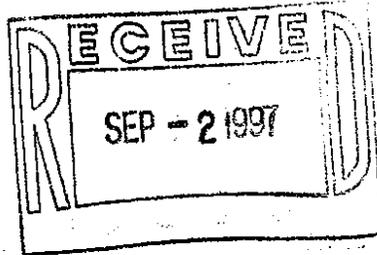
POWELL & DEUTSCH  
ATTORNEYS AT LAW  
75 NORTH MARKET STREET  
ASHEVILLE, NORTH CAROLINA 28801

ROBERT J. DEUTSCH  
JOHN A. POWELL

(704) 251-0600  
FAX (704) 251-5508

August 28, 1997

Ms. Jeanine Davis  
c/o CTS Corporation  
905 North West Boulevard  
Elkhart, Indiana 46514



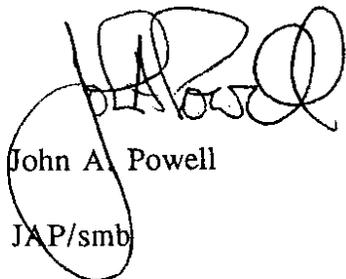
Re: Mills Gap Road Associates

Dear Ms. Davis:

Enclosed please find Deed of Trust from Mills Gap Road Associates to Chicago Title Insurance Company, Trustee for CTS Corporation, recorded in Deed of Trust Book 1182, Page 531, Buncombe County Registry, for cancellation.

Very truly yours,

POWELL & DEUTSCH



John A. Powell  
JAP/smb

000066

PATLA, STRAUS, ROBINSON & MOORE, P. A.

SUITE 300 - 29 NORTH MARKET

ASHEVILLE, NORTH CAROLINA

J. A. PATLA (1881-1979)  
ROBERT J. ROBINSON  
STEVEN I. GOLDSTEIN\*  
VICTOR W. BUCHANAN  
ROBERT A. FREEMAN III  
RICHARD S. DANIELS  
KERRY A. FRIEDMAN  
VIRGINIA P. LITZENBERGER  
SHARON TRACEY BARRETT  
MARK C. MARTIN  
CAROL EUBANK  
EILEEN N. MCMINN  
CLIFFORD P. PARSON  
HARRIS M. LIVINGSTAIN

\*N. C. STATE BAR BOARD  
CERTIFIED SPECIALIST  
IN REAL PROPERTY LAW

MAILING ADDRESS:  
P. O. BOX 7625  
ASHEVILLE, NC 28802

TELEPHONE  
704/255-7641

FACSIMILE  
704/258-9222

RETIRED  
WILLIAM C. MOORE

OF COUNSEL  
KARL H. STRAUS

August 22, 1997



CTS Corporation  
905 North West Boulevard  
Elkhart, Indiana 46514

RE: Payoff of Loan for Mills Gap Road Associates  
Deed of Trust Book 1182 at page 531

Dear Sirs:

Please find enclosed a check in the amount of \$ 92,606.70 representing the payoff in full of the above captioned loan.

Please send me both the original Note and Deed of Trust both marked "Paid", dated and signed, directly to me so that we may cancel the deed of trust of record. PLEASE DO NOT ATTEMPT TO SEND THE DOCUMENTS TO EITHER THE REGISTER OF DEEDS OR THE ORIGINAL DEBTOR FOR CANCELLATION. PLEASE BE AWARE THAT NORTH CAROLINA LAW OBLIGATES YOU TO CANCEL THE DEED OF TRUST OF RECORD. Please contact me immediately should there be any difficulty regarding this matter.

Very truly yours,

Steven I. Goldstein

SIG:bc

enclosure

PATLA, STRAUS, ROBINSON & MOORE, P.A.

TRUST ACCOUNT  
P. O. BOX 7625  
ASHEVILLE, NC 28802

31452

66-35/531

August 22, 1997

PAY TO THE ORDER OF CTS Corporation \$ 92,606.70

Ninety-Two Thousand Six Hundred Six and 70/100 DOLLARS

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)

4444	The Biltmore Group, LLC

PATLA, STRAUS, ROBINSON & MOORE, P.A.  
TRUST ACCOUNT  
NOT VALID AFTER 180 DAYS

WACHOVIA  
Wachovia Bank, N.A.  
Asheville, NC 28802

⑈00031452⑈ ⑆053100355⑆ 0450 104309⑈

000067

**CTS®**

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

September 2, 1997

Steven I. Goldstein, Esq.  
Patla, Straus, Robinson & Moore, P.A.  
Suite 300 - 29 North Market  
P.O. Box 7625  
Asheville, NC 28802

Re: Deed of Trust From Mills Gap Road Associates  
Recorded in Deed of Trust Book 1182, Page 531

Dear Mr. Goldstein:

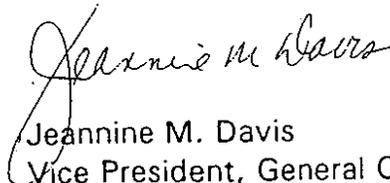
CTS Corporation acknowledges receipt of your check in the amount of \$92,606.70 in full payment of the loan to Mills Gap Road Associates.

Enclosed, as you requested, is the Deed of Trust from Mills Gap Associates to Chicago Title Insurance Company, Trustee for CTS Corporation, recorded in Deed of Trust Book 1182, Page 531; Buncombe County Registry, together with the Promissory Note secured thereby. Both have been signed and dated to reflect the satisfaction of the debt.

If you have any questions or require additional information, please contact me.

Very truly yours,

CTS CORPORATION



Jeannine M. Davis  
Vice President, General Counsel  
and Secretary

Enclosures

000058

2 236 069 131



### Receipt for Certified Mail

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

PS Form 3800, March 1993

Sent to **Steven I. Goldstein**  
**Patla, Straus, Robinson**  
**& Moore**

Street and No.  
**P.O. Box 7625**  
P.O., State and ZIP Code  
**Asheville, NC 28802**

Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	
Postmark or Date	

9/2/97 000069

SATISFACTION: The debt evidenced by this Note has been satisfied in full this 25th day of August, 1997.  
Signed by [Signature] VP  
by [Signature] VP

# PROMISSORY NOTE

Asheville, N.C.  
December 23, 1987

\$ 440,000.00

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to CTS CORPORATION, an Indiana corporation

the principal sum of FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$ 440,000.00), with interest from December, 1987, at the rate of Ten

per cent (10%) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at

the office of CTS Corporation, 905 North West Boulevard, Elkhart, Indiana 46516

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

Twelve (12) monthly installments of interest only in the amount of \$3,666.66 each shall be payable with the first said monthly payment of interest only being due and payable on or before January 24, 1988. Following the aforesaid 12 monthly installments of interest only, 120 monthly installments of principal and interest in the amount of \$5,814.65 each shall be made with the first such installment being due on or before January 24, 1989 and continuing thereafter on the 24th day of each succeeding month thereafter until paid in full.

If not sooner paid, the entire remaining indebtedness shall be due and payable on December 24, 1998

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal. Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest at the rate of Ten per cent (10%) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest, and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina. This Note is given to secure the balance of purchase money, and is secured by a Purchase Money Deed of Trust

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

By: \_\_\_\_\_  
(Corporate Name)  
President  
ATTEST: \_\_\_\_\_  
Secretary (Corporate Seal)  
By: \_\_\_\_\_  
(Corporate Name)  
President  
ATTEST: \_\_\_\_\_  
Secretary (Corporate Seal)

which is a 1st lien upon the property therein described. IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

MILLS GAP ROAD ASSOCIATES, a North Carolina General Partnership  
Stanley H. Greenberg (SEAL)  
STANLEY H. GREENBERG, General Partner  
John A. Powell (SEAL)  
JOHN A. POWELL, General Partner  
Fred N. Slosman (SEAL)  
FRED N. SLOSMAN, General Partner

REGISTERED

'87 DEC 23 AIO:22

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full. This the 25th day of August, 1997.

Signed: CTS CORPORATION  
by *[Signature]* Vice President  
BY *[Signature]* Vice President

*[Signature]*  
REGISTERED  
PUBLIC RECORDS

Recording: Time, Book and Page

Tax Lot No. .... Parcel Identifier No. ....

Verified by ..... County on the ..... day of ..... 19.....

by .....

Mail after recording to .....

This instrument was prepared by Elmore & Powell, P.A., 53 North Market St., Asheville, NC 28801

Brief description for the Index

### NORTH CAROLINA DEED OF TRUST (PURCHASE MONEY)

THIS DEED OF TRUST made this 23rd day of December, 1987, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
MILLS GAP ROAD ASSOCIATES, a North Carolina General Partnership	CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation	CTS CORPORATION, an Indiana Corporation

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

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of FOUR HUNDRED FORTY THOUSAND  
AND NO/100 Dollars (\$ 440,000.00),  
as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment  
of said promissory note, if not sooner paid, is December 24, 1998.

NOW, THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns,  
the parcel(s) of land situated in the City of Limestone Township,  
Burcombe County, North Carolina, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF PROPERTY

The Promissory Note secured by this Deed of Trust is for the balance of purchase price of real estate.

000071



TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, to the said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all of the covenants, terms, and conditions of this deed of trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, then and in any of such events, if the default is not made good within fifteen (15) days, the note shall, at the option of the Beneficiary, at once become due and payable without notice, and it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings of leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon such and any resales and upon compliance with the then law relating to foreclosure proceedings to convey title to the purchaser in fee simple.

The proceeds of the sale shall after the Trustee retains his commission be applied to the costs of sale, the amount due on the note hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale or the minimum sum of \$200.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half thereof after issuance of said notice; three-fourths thereof after such hearing; and the greater of the full commission or minimum after the initial sale.

- And the said Grantor does hereby covenant and agree with the Trustee as follows:
    - 1. INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not exceeding that amount necessary to pay the sum secured by this deed of trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefor or deliver such policies along with evidence of payment of premiums, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.
    - 2. TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty (30) days after the same shall become due. In the event Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.
    - 3. PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.
    - 4. WASTE.** The Grantor covenants that he will keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.
    - 5. WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions, hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: easements, restrictions and rights of way of record.
- \*Exhibit "B" attached hereto for the following additional terms of trust entitled: Paragraph 9. REINSTATEMENT, and Paragraph 10. PARTIAL RELEASE. The terms of the additional terms of trust are incorporated herein and are set forth on Exhibit "B" solely because of lack of space under the terms of trust.

- 6. SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for other similar or dissimilar reason become unacceptable to the holder of the Note, then the holder of the Note may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.
- 7. CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.
- 8. PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, this 21st day of December, 1987, at Buncombe, North Carolina.

(Corporate Name) \_\_\_\_\_

By: \_\_\_\_\_ (President)

ATTEST: \_\_\_\_\_

Secretary (Corporate Seal) \_\_\_\_\_

USE BLACK INK ONLY

Stanley H. Greenberg (SEAL)  
 STANLEY H. GREENBERG, General Partner  
John A. Powell (SEAL)  
 JOHN A. POWELL, General Partner  
Fred N. Slosman (SEAL)  
 FRED N. SLOSMAN, General Partner



NORTH CAROLINA, Buncombe County.

I, a Notary Public of the County and State aforesaid, certify that STANLEY H. GREENBERG, JOHN A. POWELL, FRED N. SLOSMAN, General Partners of Mills Gap Road Associates, a North Carolina General Partnership personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21 day of December, 1987.

My commission expires: 1-11-92 Sharon M. Bartlett Notary Public



NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that \_\_\_\_\_ he is \_\_\_\_\_ Secretary of \_\_\_\_\_ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ Secretary.

Registered \_\_\_\_\_ and official stamp \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public \_\_\_\_\_

The foregoing Certificate(s) of Sharon M. Bartlett

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Billie C. Peterson REGISTER OF DEEDS FOR Buncombe COUNTY  
 Deputy/Assistant-Register of Deeds.



EXHIBIT "A" OF  
DEED OF TRUST FROM MILLS GAP ROAD ASSOCIATES TO  
CTS CORPORATION DATED December 23, 1987

In Limestone Township;  
BEGINNING at a P.K. Nail set in the centerline of Mills Gap Road (State Road 3116), said point of beginning being located South 64 deg. 18' 13" East 390.10 feet from the beginning corner of that tract described in Deed Book 1445 at Page 425 of the Buncombe County Registry, and running from the point of beginning thus located along and with the centerline of the pavement of said Mills Gap Road, the following seven courses and distances:

- (1) South 64 deg. 18' 13" East 200.00 feet;
  - (2) South 65 deg. 04' 46" East 200.00 feet;
  - (3) South 66 deg. 08' 07" East 200.00 feet;
  - (4) South 67 deg. 25' 11" East 200.00 feet;
  - (5) South 67 deg. 00' 00" East 900.00 feet;
  - (6) South 65 deg. 13' 23" East 70.00 feet;
  - (7) South 60 deg. 55' 49" East 70.24 feet
- to a P.K. Nail set in the centerline of the pavement of said Mills Gap Road;

thence leaving the centerline of Mills Gap Road and running with the line of a chainlink fence and barbed wire fence and also with the Western property lines of the Charles H. Carpenter tract described in Deed Book 1128 at Page 542 of the Buncombe County Registry and the Lawrence H. Rice tract described in Deed Book 1048 at Page 536 and Deed Book 1103 at Page 73, both of the Buncombe County Registry, South 32 deg. 19' 30" West 1232.31 feet passing through a concrete monument with brass disk at 30.00 feet to a 23-inch sour wood located at a corner of an existing barbed wire fence; thence North 84 deg. 57' 41" West 444.95 feet to a three-quarter inch iron rod found in an oak stump at a corner of a barbed wire fence; thence with the Western property line of the D. O. Thompson Company tract described in Deed Book 1457 at Page 184 of the Buncombe County Registry, South 02 deg. 40' 54" West 1111.45 feet to a 28-inch hickory, said point being the Southernmost corner of the lands herein described and the terminus of the eighth call of that tract of land described in Deed Book 1445 at Page 425 of the Buncombe County Registry, said point also being the Southeast corner of Lot 12 as shown in Plat Book 53 at Page 51 of the Buncombe County Registry; thence with the Eastern property line of that property shown and described in Plat Book 53 at Page 51 of the Buncombe County Registry, North 27 deg. 01' 29" West 863.30 feet to a three-quarter inch existing iron pipe; thence continuing with the Eastern line of that property shown in Plat Book 53 at Page 51 of the Buncombe County Registry North 03 deg. 31' 29" East 1189.95 feet to an existing locust hub and tack; thence with the Northern line of Lot 16 as shown in Plat Book 53 at Page 51 of the Buncombe County Registry North 84 deg. 48' 58" West 621.44 feet to a one-half inch hexagonal iron rod; thence with the Eastern line of Tract 2 of that property owned by the City of Asheville and described in Deed Book 1289 at Page 437 of the Buncombe County Registry North 25 deg. 54' 10" East 937.64 feet passing through a concrete monument with brass disk at 837.64 feet to the point and place of BEGINNING. Containing 53.54 acres and being that same property shown in a survey of the Property of CTS Corporation dated November 18, 1987 and drawn by Phillip D. Reese, R.L.S. of McMahan & Reese, P.A. (Job No. 87-1408)



EXHIBIT "B" TO  
DEED OF TRUST FROM  
MILLS GAP ROAD ASSOCIATES, GRANTOR  
TO CTS CORPORATION, BENEFICIARY  
DATED December 23, 1987

9. REINSTATEMENT. If Grantor meets certain conditions, Grantor shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Grantor: (a) pays Beneficiary all sums which then would be due under this Deed of Trust and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorney's fees. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

10. PARTIAL RELEASE. The Beneficiary and Trustee hereunder shall, at any time that Grantor is not in default under the terms and conditions of this Deed of Trust or the Promissory Note secured hereby, release from the lien of and the terms of this Deed of Trust, any portion or all of the approximately 42 acres which lie outside of that portion of the Property described herein enclosed by chainlink fence. The terms of any such sale of a portion or all of the said 42 acres shall be subject to the prior approval of Beneficiary, which will not be unreasonably withheld, and any and all net proceeds from such sale shall be paid directly to the Beneficiary following closing. All such payments to the Grantee shall be applied against the then existing principal balance of the Promissory Note secured hereby, and following any such reductions of principal balance, the monthly payments under the said Promissory Note shall thereafter be recalculated and reduced to reflect the reduced principal balance, but the payment period and interest rate of the Promissory Note shall remain unchanged.

Filed for Registration  
on 23 day of December 1987 in  
Buncombe County, N. C. at 10:22 am  
in Book 182, Page 534  
Atto W. DeBry  
Register of Deeds

000074

*Mar. Gibbs*

# MSD Metropolitan Sewerage District of Buncombe County, North Carolina.

W. H. Mull, P.E., Engineer-Manager  
P.O. Box 7167, Asheville, N. C. 28807  
Telephone: Area Code 704-255-5382

John S. Stevens, General Counsel



C. LeRoy Robinson, Chairman  
M. Leon Williams, Vice-Chairman  
Michael L. Black  
Walter J. Boggs  
Ben Clark  
Paul E. Griffith  
D. Frank Hyatt  
Roy W. Pope  
Frank S. Smith III  
Paul W. Warlick



September 24, 1981

Mr. Norman Lewis  
CTS of Asheville, Inc.  
P. O. Box 100  
Skyland, NC 28776

OCT 13 1981  
C.T.S. CORP.  
ENGINEERING  
DEPT.

Subject: Industrial Sampling  
and Analysis Program

Dear Mr. Lewis:

Reference is made to the meeting held in the Metropolitan Sewerage District's Boardroom on September 10 to discuss the results of intensive monitoring of the discharge from CTS of Asheville by the MSD's staff and consulting engineers. As discussed, the purpose of our intensive monitoring of some sixteen industries in the Buncombe County area resulted from the fact that our Main Wastewater Treatment Plant has been operating for some time very close to design capacity; and we have experienced difficulties in maintaining the quality of our plant effluent to meet NPDES Permit limitations.

The Plant Optimization Study has been underway since last December; and, as a result, we began to realize that industrial wastewaters were interfering with treatment processes when they were not within the limits of our Sewer Use Regulations. As a result of the monitoring at CTS, we found no violations. It is, therefore, with pleasure that we extend our thanks to CTS for the fine cooperation shown to the District in its endeavors to adequately treat domestic and industrial wastewaters.

Very truly yours,

W. H. Mull, P.E.  
Engineer-Manager

WHM/jc  
cc: Mr. C. R. Beitner

000075





J. KEITH LAWSON, PH.D.  
ENVIRONMENTAL CHEMIST

*Jim Moore*

N. C. DEPT. OF HUMAN RESOURCES  
DIV. OF HEALTH SERVICES  
ENVIRONMENTAL HEALTH SECTION SOLID & HAZARDOUS WASTE  
P. O. BOX 2091 MANAGEMENT BRANCH  
RALEIGH, N. C. 27602 TEL. (919) 733-2178



WILLIAM E. PAIGE  
ENVIRONMENTAL CHEMIST

N. C. DEPT. OF HUMAN RESOURCES SOLID & HAZARDOUS WASTE  
DIV. OF HEALTH SERVICES MANAGEMENT BRANCH  
P. O. BOX 2091 ENVIRONMENTAL HEALTH SECTION  
RALEIGH, N. C. 27602 TELEPHONE (919) 733-2178

000076

INSPECTION FORM FOR INTERIM STATUS STANDARDS FOR  
OWNER/OPERATOR OF HAZARDOUS WASTE MANAGEMENT  
FACILITIES

CTS of Ashville NC0003149556 Buncombe  
Name of Site EPA I.D. County  
Mills Gap Rd [Signature]  
Location Signature of Facility Contact  
2/10/82 [Signature]  
Date Signature of Inspector(s)

INSTRUCTIONS: Place a check to indicate Compliance (C), NonCompliance (NC) or Not Applicable (NA). Cite specific violation by Section No.

	<u>C</u>	<u>NC</u>	<u>NA</u>	<u>Violation(s)</u>
1. GENERAL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>265.15(b) (1)(b)</u>
2. GENERAL FACILITY STANDARDS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. PREPAREDNESS AND PREVENTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. CONTINGENCY PLAN AND EMERGENCY PROCEDURES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. MANIFEST SYSTEM, RECORDKEEPING, AND REPORTING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. GROUND-WATER MONITORING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. CLOSURE AND POST-CLOSURE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. FINANCIAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. USE AND MANAGEMENT OF CONTAINERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. TANKS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. SURFACE IMPOUNDMENTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. WASTE PILES	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. LAND TREATMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14. LANDFILLS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15. INCINERATORS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16. THERMAL TREATMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17. CHEMICAL, PHYSICAL, AND BIOLOGICAL TREATMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18. UNDERGROUND INJECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Complete 4/1/82

Imminent hazard YES NO  
( ) ( )



Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

February 24, 1982

RECEIVED

MAR 2 1982

CTS OF  
ASHEVILLE

Mr. Norman Lewis  
CTS of Asheville, Inc.  
Mills Gap Road  
Skyland, NC 28776

Dear Mr. Lewis:

On February 10, 1982 Mr. Jim Moore of the Solid and Hazardous Waste Management Branch conducted a RCRA inspection of your facility. The following violations were noted:

265.15(b)(1)(2) - Written Inspection Schedule - No written schedule was available for inspection of safety and emergency equipment or security devices.

A compliance date of April 1, 1982 was established.

If you have any questions concerning this matter, please contact Mr. William Paige, Environmental Chemist at (919) 733-2178.

Sincerely,

O. W. Strickland, Head  
Solid & Hazardous Waste Management Branch  
Environmental Health Section

OWS:nlc

cc: Mr. Jim Moore

000078



Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

March 30, 1982

Mr. Norman Lewis  
CTS of Asheville, Inc.  
P.O. Box 100  
Mills Gap Road  
Skyland, NC 28776

RECEIVED  
APR 05 '82  
CITY OF  
ASHEVILLE

Dear Mr. Lewis:

On March 22, 1982 Mr. Jim Moore of the Solid and Hazardous Waste Management Branch conducted a RCRA re-inspection of your facility. You were found to be in compliance with the standards.

This office wishes to thank you for your cooperation and please do not hesitate to contact us if we may be of future assistance.

Sincerely,

O. W. Strickland, Head  
Solid & Hazardous Waste Management Branch  
Environmental Health Section

OWS:nlc

cc: Mr. Jim Moore

000079



Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

RECEIVED

JUL 8 '83

June 29 1983  
CTS OF  
ASHEVILLE

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

FACILITY CONTACT NAME	Mr. Norman Lewis
FACILITY NAME	CTS of Asheville, Inc.
FACILITY ID NUMBER	NCD003149556
MAILING ADDRESS	P.O. Box 100 Skyland, NC 28776

Dear Mr. Lewis:

The United States Environmental Protection Agency has granted the State of North Carolina Solid and Hazardous Waste Management Branch Interim Authorization for Phase II Components A and B to operate the State's Hazardous Waste Management Program in lieu of the Federal Program under the RCRA.

This letter constitutes a formal request for Part B of your application for a hazardous waste facility permit for (X) storage (X) treatment in (X) containers (X) tanks ( ) incinerator. This request is made under the authority of North Carolina Administrative Code 10F. 0034(b)(2) which adopts by reference 40 CFR 122.22(a).

Four copies of the completed Part B application must be submitted to the Solid and Hazardous Waste Management Branch no later than six months (180 days) from the date of your receipt of this request. Failure to furnish a requested Part B application on time is grounds for termination of interim status or assessment of an administrative penalty.

The mailing address for submission of the Part B application is:

O. W. Strickland, Head  
Solid and Hazardous Waste Management Branch  
Environmental Health Section  
Department of Human Resources  
P.O. Box 2091  
Raleigh, North Carolina 27602

We will provide you with additional materials in a subsequent mailing. The first is a copy of the North Carolina Hazardous Waste Management Rules, NCAC 10F, which set forth the information required in the Part B Application package (See Section 122.25). There is no Part B application form corresponding to the Part A forms. Also provided are: a Hazardous Waste Facility Permit Application Completeness checklist and a proposed permitting process schedule.

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Training courses on "Preparing RCRA Part B Permit Applications" will be conducted by NCSU Division of Continuing Education. For information contact Mr. J. Kohl at (919) 737-2303.

If you plan to withdraw your Part A application and terminate your interim status, your request for withdrawal should be submitted to this office, to the attention of J. Rhodes, within 30 days of receipt of this letter.

We highly recommend that you schedule a meeting with the Permitting Group of this branch about 90 days before submitting your application in order to discuss any specific questions you may have. Please contact the Solid and Hazardous Waste Management Branch at (919) 733-2178.

Sincerely,



O. W. Strickland, Head  
Solid & Hazardous Waste Management Branch  
Environmental Health Section

OWS:nlc

000081

CTS of Asheville NC 000379556 Blount  
 Name of Site EPA I.D. County  
Stephens 7/27/83 D.W. Moore  
 Location Inspection Date Signature of Inspector  
None Blount  
 Compliance Date Signature of Facility Contact

INSTRUCTIONS: Place a check to indicate Compliance (C), NonCompliance (NC) or Not Applicable (NA). Cite specific violation by Section No.

GENERATOR STANDARDS (262.00)				
	C	NC	NA	Violation(s)
1. GENERAL (.10-.12)	✓			
2. THE MANIFEST (.20-.23)	✓			
3. PRE-TRANSPORT REQUIREMENTS (.30-.34)	✓			
4. RECORDKEEPING/REPORTING (.40-.43)	✓			
5. SPECIAL CONDITIONS (.50-.51)	✓			
TRANSPORTER STANDARDS (263.00)				
1. GENERAL (.11-.12)				
2. MANIFEST/RECORDKEEPING (.20-.22)				
3. HAZARDOUS WASTE DISCHARGES (.30-.31)				
TSDF STANDARDS (265.00)				
1. GENERAL (.1-.4)	✓			
2. GENERAL FACILITY STANDARDS (.10-.17)	✓			
3. PREPAREDNESS AND PREVENTION (.30-.37)	✓			
4. CONTINGENCY PLAN AND EMERGENCY PROCEDURES (.50-.56)	✓			
5. MANIFEST SYSTEM, RECORDKEEPING, AND REPORTING (.70-.77)	✓			
6. GROUND-WATER MONITORING (.90-.94)	✓			
7. CLOSURE AND POST-CLOSURE (.110-.120)	✓			
8. FINANCIAL REQUIREMENTS (.140-.145)	✓			
9. USE AND MANAGEMENT OF CONTAINERS (.170-.177)	✓			
10. TANKS (.190-.199)			✓	
11. SURFACE IMPOUNDMENTS (.220-.230)			✓	
12. WASTE PILES (.250-.257)			✓	
13. LAND TREATMENT (.270-.282)			✓	
14. LANDFILLS (.300-.315)			✓	
15. INCINERATORS (.340-.351)			✓	
16. THERMAL TREATMENT (.370-.382)			✓	
17. CHEM., PHYS./BIO. TREATMENT (.400-.406)			✓	
18. UNDERGROUND INJECTION (.430)			✓	

RCRA STATUS  
 GENERATOR  TRANSPORTER  TREATER  STORER  DISPOSER   
 IMMINENT HAZARD: YES  NO



J. W. MOORE, JR.  
WASTE MANAGEMENT SPECIALIST  
SOLID & HAZARDOUS WASTE MANAGEMENT BRANCH  
N. C. DEPARTMENT OF HUMAN RESOURCES  
DIV. OF HEALTH SERVICES  
ENVIRONMENTAL HEALTH SECTION TEL. (704) 669-3361  
DHR WESTERN REG. OFFICE  
BUILDING 3  
BLACK MOUNTAIN, NC 28711  
(683-COURIER)

000083



Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

August 24, 1983

RECEIVED

AUG 29 '83

CTS OF I  
ASHEVILLE

Mr. Norman Lewis  
CTS of Asheville, Inc.  
Mills Gap Road  
P.O. Box 100  
Skyland, NC 28776

RE: NCD003149556

Dear Mr. Lewis:

On July 27, 1983 Mr. Jim Moore of the Solid and Hazardous Waste Management Branch conducted a RCRA inspection of your facility. You were found to be in compliance with the standards.

This office wishes to thank you for your cooperation and please do not hesitate to contact us if we may be of future assistance.

Sincerely,

O. W. Strickland, Head  
Solid & Hazardous Waste Management Branch  
Environmental Health Section

OWS:nlc

cc: Mr. Jim Moore

000084



WLD 1/3

Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

JAN 3 '84  
CTS OF  
ASHEVILLE

December 19, 1983

Charles Beitner  
CTS Of Asheville Inc  
PO Box #100  
Skyland, NC 28776  
EPA NUMBER: NCD003149556

Dear Mr. Beitner:

The United States Environmental Protection Agency has granted the State of North Carolina Interim Authorization for Phase II Components A and B to operate the State's Hazardous Waste Management Program in lieu of the Federal Program under the RCRA.

Section 3007(a) authorizes access to facilities which handle hazardous waste. Access is granted to 'duly designated' officers or employees of the EPA (or State, if that State has a hazardous waste program authorized under section 3006 of the Act.)

Pursuant to section 3006 and N.C.G.S. 130-166.18, an inspection was conducted 12/07/83 by Mr. J. W. Moore Jr., Solid and Hazardous Waste Management Branch. The inspection revealed compliance with the regulations. This office wishes to thank you for your cooperation. Please do not hesitate to contact us if we may be of future assistance.

Sincerely,

*O. W. Strickland*  
O. W. Strickland, Head  
Solid and Hazardous Waste  
Management Branch  
Environmental Health Section

copy: J. W. Moore Jr.

000085



cc: CAB

Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

RECEIVED  
JAN 07 '85  
CTS OF  
ASHEVILLE

January 2, 1984

Mr. Ronnie Israel  
CTS Corporation, Asheville Div.  
Mills Gap Road  
Skyland, N.C. 28776

Dear Mr. Israel:

During a recent inspection of your facility, certain violations of the Solid Waste Management Act were found. At that time, you were provided a copy of the report and given a compliance date for correcting those violations.

Enclosed is a copy of that inspection report and a Notice of Violation cover letter. Computer problems have prevented this office from sending these Notices of Violation earlier. In some cases compliance dates are near or have passed. If you have had any problems in meeting the compliance dates, please contact your field inspector. If you have any other questions, please contact Lynelle Parrish at (919) 733-2178. We apologize for any inconvenience this may have caused you.

Sincerely,

William L. Meyer, Head  
Solid & Hazardous Waste Management Branch  
Environmental Health Section

WLM:nlp

Enclosures

CAB,

See Re-Inspection Report Dated 1/7/85

RI 1/7

000086



Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

January 2, 1985

RONNIE ISRAEL  
CTS Corporation, Asheville Division  
Mills Gap Rd  
Skyland, NC 28776  
EPA NUMBER: NCD003149556

Dear Mr. Israel:

The United States Environmental Protection Agency has granted the State of North Carolina Interim Authorization for Phase II Components A and B to operate the State's Hazardous Waste Management Program in lieu of the Federal Program under the RCRA.

Section 3007(a) authorizes access to facilities which handle hazardous waste. Access is granted to 'duly designated' officers or employees of the EPA (or State, if that State has a hazardous waste program authorized under section 3006 of the Act.)

Pursuant to section 3006 and N.C.G.S. 130-166.18, an inspection was conducted 12/04/84 by Mr. JAMES PATTERSON, Solid and Hazardous Waste Management Branch. The inspection revealed noncompliance in several areas. Attached is a copy of the inspection report which denotes the deficiencies.

A compliance date of 01/07/85 has been established for the correction of these deficiencies. If you have any questions pertaining to this subject, please contact Mr. William Paige, Environmental Engineer, at (919) 733-2178.

Sincerely,

William L. Meyer, Head  
Solid and Hazardous Waste  
Management Branch  
Environmental Health Section

000087

copy: JAMES PATTERSON

GENERATOR INSPECTION FORM - PART 262

Name of Site CTS Corporation, Asheville Division	EPA I.D. NCD003149556	County Buncombe
Location Skyland	NC 28776	Inspection Date 12 / 04 / 84
Compliance Date 01 / 07 / 85		Inspector JAMES PATTERSON
		Facility Contact RONNIE ISRAEL

-----  
 An inspection of your facility has been made this date and you are notified of the violations, if any, marked below with a cross (X).  
 -----

SUBPART A - GENERAL

1. Hazardous Waste Determination (262.11)
  - Subpart D waste (b)
  - Subpart C waste (c)(1)(2)
2. EPA Identification Numbers
  - EPA generator number (a)
  - EPA transporter/facility (c)

SUBPART B - THE MANIFEST

3. General Requirements (262.20)
  - proper manifest (a)
  - permitted facility (b)
4. Required Information (262.21)
  - document number (a)(1)
  - generator identification (a)(2)
  - transporter identification (a)(3)
  - facility identification (a)(4)
  - D.O.T. description (a)(5)
  - total quantity (a)(6)
  - certification (b)
5. Number of Copies (262.22)
  - minimum number
6. Use of the Manifest (262.23)
  - generator handwritten signature (a)(1)
  - transporter signature/date (a)(2)
  - retain copy (a)(3)
  - copies to transporter (b)

000088

SUBPART C - PRE-TRANSPORT REQUIREMENTS

- 7. Packaging (262.30)
  - D.O.T. compliance
- 8. Labeling (262.31)
  - D.O.T. compliance
- 9. Marking (262.32)
  - D.O.T. compliance (a)
  - 'HAZARDOUS WASTE' label (b)
- 10. Placarding (262.33)
  - D.O.T. compliance
- 11. Accumulation Time (262.34)
  - Subpart I; J (a)(1)
  - accumulation date (a)(2)
  - 'Hazardous Waste' (a)(3)
  - Subpart C; D (a)(4)\*
  - personnel training (a)(4)

SUBPART D - RECORDKEEPING AND REPORTING

- 12. Recordkeeping (262.40)
  - manifest retention (a)
  - biennial/exception report (b)
  - test/waste analysis (c)
- 13. Biennial Reporting (262.41)
  - submitted (a)(1-6)
  - submitted (b)
- 14. Exception Reporting (262.42)
  - transporter contact (a)
  - exception report (b)(1)(2)

Remarks: 262.34A4

---

000089

CONTAINER/TANK INSPECTION FORM - PART 265

Name of Site  
CTS Corporation, Asheville Division

EPA I.D.  
NCD003149556

County  
Buncombe

Location  
Skyland NC 28776

Inspection Date  
12 / 04 / 84

Inspector  
JAMES PATTERSON

Compliance Date  
01 / 07 / 85

Facility Contact  
RONNIE ISRAEL

-----  
An inspection of your facility has been made this date and you are notified of the violations, if any, marked below with a cross (X).  
-----

SUBPART I - USE AND MANAGEMENT OF CONTAINERS

1. Condition Of Containers (265.171)
  - leakage
  - past leakage (evidence)
  - severe rusting
  - structural defect
2. Compatibility Of Waste With Containers (265.172)
  - visual evidence of noncompliance (leakage, corrosion)
3. Management of Containers (265.173)
  - closed (a)
  - improper handling or storage (b)
4. Inspection (265.174)
  - weekly (minimum)
5. Special Requirements For Ignitable or Reactive Waste (265.176)
  - 15m (50 ft)
6. Special Requirements For Incompatible Waste (265.177)
  - mixing (a)
  - unwashed container (b)
  - separation (c)

SUBPART J - Tanks

1. General Operating Requirements (265.192)
  - compatibility (a)(b)
  - uncovered tank precautions (c)

000090

- overflow prevention (d)
- 2. Waste Analysis And Trial Tests (265.193)\*
  - \*Section NOT APPLICABLE TO A GENERATOR ONLY
  - waste analysis/trial test
- 3. Inspections (265.194)
  - discharge control equipment (a)(1)
  - monitoring equipment (a)(2)
  - waste level (a)(3)
  - construction material (a)(4)
  - surrounding area (a)(5)
  - assessment schedule/procedures (b)
- 4. Closure (265.197)
  - plan on-site
- 5. Special Requirements For Ignitable Or Reactive Waste (265.198)
  - properly stored (a)(1)(2)(3)
  - buffer requirements (b)
- 6. Special Requirements For Incompatible Wastes (265.199)
  - properly stored (a)
  - tank washed (b)

Remarks: \_\_\_\_\_  
\_\_\_\_\_



**DIVISION OF HEALTH SERVICES**  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

RECEIVED

JAN 26 '85

Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

CTS OF  
ASHEVILLE

152M

January 21, 1985

RONNIE ISRAEL  
CTS Corporation, Asheville Division  
Mills Gap Rd  
Skyland, NC 28776  
EPA NUMBER: NCD003149556

Dear Mr. Israel:

The United States Environmental Protection Agency has granted the State of North Carolina Interim Authorization for Phase II Components A and B to operate the State's Hazardous Waste Management Program in lieu of the Federal Program under the RCRA.

Section 3007(a) authorizes access to facilities which handle hazardous waste. Access is granted to 'duly designated' officers or employees of the EPA (or State, if that State has a hazardous waste program authorized under section 3006 of the Act.)

Pursuant to section 3006 and N.C.G.S. 130-166.18, an inspection was conducted 01/07/85 by Mr. JAMES PATTERSON, Solid and Hazardous Waste Management Branch. No violations were observed. The inspection did not include a review of the Financial or Ground Water monitoring requirements, if applicable. This office wishes to thank you for your cooperation. Please do not hesitate to contact us if we may be of future assistance.

Sincerely,

William Paige  
Environmental Engineer  
Solid and Hazardous Waste  
Management Branch  
Environmental Health Section

copy: JAMES PATTERSON

000092



cc RAS  
NLL  
1/27

Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

JAN 27 '84

Date: January 25, 1984

Mr. Charles Beitner  
CTS Corporation of Asheville  
P.O. BOX 100  
Skyland, NC 28776

Re: Facility ID No. NCD 003 149 556

Dear Mr. Beitner:

Based on information supplied by you we have processed and accepted at the State level your request for the facility identified with the above ID number to receive the indicated change in classification under RCRA:

<u>Add As</u>	<u>Delete As</u>	
<input type="checkbox"/>	<input type="checkbox"/>	generator
<input type="checkbox"/>	<input type="checkbox"/>	transporter
<input type="checkbox"/>	<input type="checkbox"/>	treater
<input type="checkbox"/>	<input checked="" type="checkbox"/>	storer
<input type="checkbox"/>	<input type="checkbox"/>	disposer
<input type="checkbox"/>	<input type="checkbox"/>	small generator

We are advising EPA of the change in your status. Please notify us if there is any further change in your operations which would again affect your status. Your EPA ID NO. is  is not  being cancelled.

Cordially,

O. W. Strickland, Head  
Solid & Hazardous Waste Management Branch  
Environmental Health Section

OWS /KL: tl

cc: Doug McCurry  
EPA Region IV  
Emil Breckling  
Jim Moore

DHS Form 3048 3/82  
Solid & Haz. Waste Mgt. Branch

000093



RA3 cc plb CFB 1/16

Ronald H. Levine, M.D., M.P.H.  
STATE HEALTH DIRECTOR

DIVISION OF HEALTH SERVICES  
P.O. Box 2091  
Raleigh, N.C. 27602-2091

RECEIVED

JAN 16 '84

CTS OF  
ASHEVILLE

January 10, 1984

Mr. Ronnie Israel  
CTS of Asheville, Inc.  
Post Office Box 100  
Skyland, North Carolina 28776

Dear Mr. Israel:

Thank you for your letter of January 3 to Mr. Jerry Rhodes.

There are two additional things which your company should do, as follows:

1. Fill out the enclosed form and return it to my attention. I believe that what you intended to say in your letter was that you would no longer be a storer, but would only be a generator.
2. Have all hazardous waste which has a beginning accumulation data before October 10, 1983 shipped out at once.

By copy of this letter I am asking Mr. Jim Moore to visit your plant sometime about 3 or 4 weeks from now. When he reports that you have fulfilled this second request, we will change your status to generator only.

Very truly yours,

Keith Lawson

KL/yb

cc: Jim Moore  
Jerry Rhodes

000094



CONTAINER/TANK INSPECTION FORM - PART 265

CTS CORPORATION

NCD 003 149 556

12/18/85

Name of Site

EPA I.D.

Inspection Date

SUBPART I - USE AND MANAGEMENT OF CONTAINERS

SUBPART J - TANKS

- 1. Condition Of Containers (265.171)
  - leakage
  - past leakage (evidence)
  - severe rusting
  - structural defect
- 2. Compatibility Of Waste With Containers (265.172)
  - visual evidence of noncompliance (leakage, corrosion)
- 3. Management of Containers (265.173)
  - closed (a)
  - improper handling or storage (b)
- 4. Inspections (265.174)
  - weekly (minimum)
- 5. Special Requirements For Ignitable or Reactive Waste (265.176)
  - 15m (50 ft)
- 6. Special Requirements For Incompatible Waste (265.177)
  - mixing (a)
  - unwashed container (b)
  - separation (c)

- 1. General Operating Requirements (265.192)
  - compatibility (a)(b)
  - uncovered tank precautions (c)
  - overflow prevention (d)
- 2. Waste Analysis and Trial Tests (265.193)\*
  - \*Section not applicable to a generator only
  - waste analysis/trial test
- 3. Inspections (265.194)
  - discharge control equipment (a)(1)
  - monitoring equipment (a)(2)
  - waste level (a)(3)
  - construction material (a)(4)
  - surrounding area (a)(5)
  - assessment schedule/procedures (b)
- 4. Closure (265.197)
  - plan on-site
- 5. Special Requirements For Ignitable Or Reactive Waste (265.198)
  - properly stored (a)(1)(2)(3)
  - buffer requirements (b)
- 6. Special Requirements For Incompatible Wastes (265.199)
  - properly stored (a)
  - tank washed (b)

REMARKS: NO VIOLATIONS

CTS CORP. 12/18/85

Annual Reporting (262.41)

— submitted (a)(1-6)

— submitted (b)

4. Exception Reporting (262.42)

— transporter contact (a)

— exception report (b)(1)(2)

REMARKS:

No Violations

CHAIRMAN AND COMMISSIONER OF FINANCE  
R. CURTIS RATCLIFF

COMMISSIONERS  
CARY C. OWEN  
DORIS P. GIEZENTANNER  
J.W. "BILL" OGLESBY  
Z.R. SHEPPARD

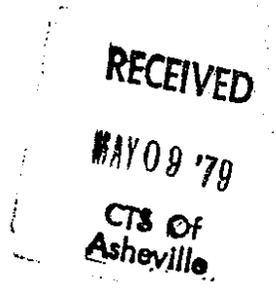


Department of Community Improvement  
Buncombe County

Mack Rogers - Director

May 8, 1979

Mr. Norman L. Lewis  
Quality Control Manager  
CTS of Asheville, Inc.,  
Mills Gap Road  
Skyland, North Carolina - 28776



Dear Mr. Lewis:

You have my permission to dump your waste material in the Buncombe County Landfills as long as the analysis of the material remains as it is now.

If I can be of further assistance to you please let me know.

Sincerely,

Mack Rogers  
Community Improvement - Director

MR/mp

000098

35 Woodfin St.  
P.O. Box 7607  
Asheville, NC 28807

RECEIVED

APR 18 1979

CTS Of  
Asheville

CTS CORPORATION

Engineering and Development Division

Analysis Report

No. 19-412

Date, 4-10-79

Client Asheville <sup>M. Goller</sup> ~~M. Lewis~~

Sample Identification Waste treatment sludge

Analysis Request Zn, Cu, Ni, Sn, Cr<sup>tot</sup>, Ag, Fe, Al, % dross, total solids

Zn	1.73%	Zinc
Cu	0.02%	Copper
Ni	0.92%	Nickel
Sn	3.76%	Tin
Cr <sup>tot</sup>	0.01%	Chromium
Fe	0.52%	Iron
Al	1.15%	Aluminum
Ag	0.01%	Silver

Total solids 14.53%

Volatile loss 85.47% Dried thru at 500°C

metal calculations based on wt as received

Analyst Davis Approved BW

# South Carolina Department of Health and Environmental Control

Mr. Norman Lewis  
CTS of Ashville  
Mills Gap Rd.  
Skyland, N.C. 28776

RE: Disposal of plating sludge at S.C. SCA Services, Inc. near Pinewood in  
Sumter County. Permit IWP #145.

Dear Mr. Lewis:

This office hereby grants approval for disposal of the above referenced waste at the South Carolina SCA Services, Inc. site near Pinewood. Approval is for 22,000 pounds per month of plating waste as described.

Transport of this material must be in such a manner to prevent spillage or leakage and must comply with all State Public Service Commission and Department of Transportation regulations. It is the responsibility of CTS of Ashville and the hauler of the waste to ensure that adequate transportation vehicles are used.

The enclosed Manifest Form is to be used in conjunction with the disposal of this waste. CTS of Ashville must fill out completely the appropriate portion of the form, make the necessary copies and return the one copy to this office upon shipment of the waste. Three copies and the original shall be sent with the waste when transported to the disposal facility with the remainder of the form completed by indicated parties. The disposal facility shall verify the accuracy of the Manifest and return the original copy to this office. This Division retains the right to sample any waste going to this site to ensure compliance with the Manifest.

Any changes in composition or volume of this waste, or if any problems are encountered during disposal, this authorization will be nullified. Disposal of this waste at other than the requested facility will require prior written approval from this office.

Sincerely,



Earl M. Williams, Jr., P.E., Manager  
Industrial Waste Section  
Solid and Hazardous Waste  
Management Division

EMW/LCC/blm  
cc: W. E. Stilwell  
Capers Dixon  
O. W. Strickland  
Enclosure

August 22, 1980

RECEIVED

SEP 2 1980

CTS OF  
ASHVILLE

BOARD  
William M. Wilson, Chairman  
J. Lorin Mason, Jr., M.D., Vice-Chairman  
I. DeQuincey Newman, Secretary  
Leonard W. Douglas, M.D.  
George G. Graham, D.D.S.  
Michael W. Mims  
Barbara P. Nuessle

COMMISSIONER  
Robert S. Jackson, M.D.  
2600 Bull Street  
Columbia, S. C. 29201

000100

The Department has not yet issued I.D. codes on Waste Codes. Until the Department issues these codes, please disregard these items. Also, the Manifest Forms now bear a pre-printed number. Each shipment of waste must be accompanied by a form bearing a different pre-printed number. Additional forms are available from the facility to which you are sending this waste.

000101

**INTELKIM**  
**HAZARDOUS WASTE MANIFEST**

South Carolina Department of Health and Environmental Control  
Solid Waste Management Division  
2600 Hull Street, Columbia, SC 29201  
Phone: (803) 758-5681

Manifest Document Number \_\_\_\_\_

year / month / day  
Instructions for completing  
this form on reverse side.

Name	I. P. Code (number & source)		Address		Phone Number (area code & number)	Date Shipped or Accepted		(R) Quantity by Weight (pounds)		
(1) Generator						year / month / day	year / month / day			
(2) Transporter No. 1						year / month / day	year / month / day			
Transporter No. 2						year / month / day	year / month / day			
(3) TSDF					(6) Generator Item Count		(7) TSDF Item Check			
(1) DOT Proper Shipping Name	(2) DOT Hazard Class	(3) Quantity	(4) Waste Code	(5) Hazardous Waste Characteristics	Container Type	Number	Container Type	Number		
				<input type="checkbox"/> Ignitable <input type="checkbox"/> Corrosive <input type="checkbox"/> Reactive <input type="checkbox"/> Toxic <input type="checkbox"/> Flammable <input type="checkbox"/> Corrosive <input type="checkbox"/> Reactive <input type="checkbox"/> Toxic <input type="checkbox"/> Ignitable <input type="checkbox"/> Corrosive <input type="checkbox"/> Reactive <input type="checkbox"/> Toxic						
Emergency Response Information: In event of an emergency, phone the Generator at: _____				D. Special Handling Instructions:					E. Comments:	
( ) In event of a spill in South Carolina, call the Department at (803) 758-5531.										
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to all applicable regulations of the U.S. DOT, the S.C. P.S.C. and the S.C. D.H.E.C.										
Signature _____			Name and Title _____			Date _____				
I hereby certify that I am an authorized representative of the transporter and that the waste(s) and quantity described in this Manifest have been accepted by us for ultimate delivery to the TSDF identified above.										
Transporter No. 1: Signature _____			Name _____			Date _____				
Transporter No. 2: Signature _____			Name _____			Date _____				
I hereby certify that I am an authorized representative of the TSDF identified above and that the waste(s) and quantity described in this Manifest have been accepted by me for treatment, storage, and/or disposal.										
Signature _____			Name and Title _____			Date _____				

### General Instructions

1. This Form is to be used as required by the Department.
2. All definitions contained in the South Carolina Hazardous Waste Management Act (Sections 44-56-10 et. seq. of the 1976 Code of Laws) and Regulation 61-79 of the 1976 Code of Laws shall apply to this Form.
3. If a question arises as to how to complete a particular item of this Form, please contact the Solid Waste Management Division for assistance at the telephone number or address given on the front of this Form.
4. If additional space is needed to complete any item, attach a separate sheet to each manifest copy to complete the item. Clearly identify on the separate sheet which item is being continued on that sheet.
5. Type of print in ink all items of this Form except the signatures required in parts F, G, and H, which must be signed in ink.

### Specific Instructions

#### Instructions to Generator.

- The generator shall fully complete the following parts of this Form in the manner specified:
- A. (1) Fully complete this item by giving all required information about the generator. In the last column, give the date the shipment is made.  
(2) Fully complete this item by giving all required information about the transporters to be used in transporting the shipment from the generator to the TSPF. If more than two transporters are to be used, attach a separate sheet to each manifest copy giving the information required by this item for each additional transporter along with a place for the transporter to sign the certification contained in part G. The generator shall not complete the last column of this item.  
(3) Fully complete this item by giving all required information about the TSPF to which the shipment is being sent. The generator shall not complete the last column of this item.
  - B. Fully complete this part by giving the following information for each hazardous waste in the shipment:
    - (1) The U.S. Department of Transportation (DOT) Proper Shipping Name for the waste as specified by 49 CFR 172. If the hazardous waste does not have a DOT Proper Shipping Name, the DOT Proper Shipping Name "NOT OTHERWISE SPECIFIED" (NOS) shall be used.
    - (2) The DOT Hazard Class of the waste as specified in 49 CFR 172.
    - (3) The total quantity (by weight, volume, or as otherwise appropriate). Specify in what units the quantity is given.
    - (4) The Waste Code as assigned by the Department for the waste.
    - (5) Check all the Hazardous Waste Characteristics as identified by Regulation 61-79.1 of the 1976 Code of Laws which the waste exhibits.
  - (6) Container types and number of such containers the waste is shipped in.

The generator is not to complete the "TSPF Item Check" of the "Quantity by Weight", columns (7) and (8).

- C. Fill in the generator's emergency response phone number. The generator may include additional emergency response information below the phone numbers. The Department may require additional emergency response information to be included in this part based upon the hazards the waste presents.  
D. The generator may include special handling instructions. The Department may require that special handling instructions be included in this part based upon the hazards the waste presents.  
E. The generator may include additional comments as necessary.  
G. An individual authorized to sign official documents for the generator shall enter his signature, name, title, and date. The signature shall be in ink.  
The generator shall also fill in the blanks in the manifest document number, located on the upper right hand corner of the Form, as follows:
  - (a) The first two digits will be the last two digits of the year in which the shipment is made.
  - (b) The next two digits will be the month in which the shipment is made.
  - (c) The next two digits will be the day on which the shipment is made.
- (J) The last five digits are the form serial number which is preprinted. (Example: Suppose the day of shipment is May 9, 1980 and the preprinted form serial number is 08291, the manifest document number should read as follows: 8 0/0 5/0 9/08291.

#### Instructions to Transporter.

- Each transporter shall fully complete the following parts of this Form upon acceptance of the shipment:
- A. Enter the date the transporter accepted the shipment under the column entitled "Date Shipped or Accepted".
  - G. An individual authorized to sign official documents for the transporter shall enter his signature, name, title and date. The signature shall be in ink.  
The transporter may make comments in E. as necessary.  
The transporter shall insure that a copy of this manifest remains with the shipment at all times.
- Instructions to TSPF.
- The TSPF shall complete the following parts of the manifest upon acceptance of the shipment:
- A. Enter the date the TSPF accepted the shipment under the column entitled "Date Shipped or Accepted".
  - B. (7) For each waste, enter the container types and number of each container type which is delivered to the TSPF. If a discrepancy exists between this item and item (6) as to container types or number of containers, contact the Department immediately and note this discrepancy in E.  
(8) Enter the quantity of each waste delivered by weight in pounds. This weight shall be determined by use of a reliable and accurate scale.
  - F. The TSPF may make comments as necessary.  
H. An individual authorized to sign official documents for the TSPF shall enter his signature, name, title and date. The signature shall be in ink.

000104

RECEIVED  
SEP 22 1980  
CTS. CORP.  
ENGINEERING  
DEPT.

**HAZARDOUS WASTE MANIFEST**

Name		I.D. Code	Address	Phone Number (area code & number)	Date Shipped or Accepted	
(1) Generator	CTS of Asheville,	NCD003149556	PO BOX 100 Skyland NC	704-684-6451	83 / 5 / 2	
(2) Transporter No. 1	Spartan Express	NCD003372299T	480 Swannanoa River Rd.	704-298-1536	83 / 5 / 2	
Transporter No. 2						
(3) TSDF	S.C. SCA	SCD070375985	Rt. 1 Box 55 Pinewood SC	803-452-5003		
(1) Generator Item Count	(2) DOT Proper Shipping Name/Hazard Class/ DOT Identification Number	(3) Total Quantity	(4) Weight (pounds)	(5) Waste Code	(6) TSDF Item Check	(7) Quantity by Weight (pounds)
Number	Container Type				Number	Container Type
55 Gal	Hazardous Material	11	4400#	NCD003149556 - F006	11	DRUMS
Steel Drums	SOLID N.O.S. ORM-F					

**D. Special Handling Instructions:**  
 E. Comments: 590-1101  
 work order # 22129

**Emergency Response Information:**  
 In event of an emergency, phone the Generator at:  
 (704) 684-6451  
 In event of a spill in South Carolina,  
 call the Department at (803) 758-5531

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to all applicable regulations of the U.S. DOT, U.S. EPA, the S.C. PSC and the S.C. DHEC.

Signature: *Ronnie Israel* Name and Title: **Ronnie Israel Materials Manager** Date: 5/2/1983

I hereby certify that I am an authorized representative of the transporter and that the waste(s) and quantity described in this Manifest have been accepted by us for ultimate delivery to the TSDF identified above

Signature: *Ernest Burdson* Name: **Ernest Burdson** Date: 5-2-82

Transporter No. 1: **Spartan Express** Signature: *[Signature]* Name: **[Name]** Date: **[Date]**

Transporter No. 2: **[Name]** Signature: *[Signature]* Name: **[Name]** Date: **[Date]**

I hereby certify that I am an authorized representative of the TSDF identified above and that the waste(s) and quantity in this Manifest have been accepted by me for treatment, storage, and/or disposal.

Signature: *[Signature]* Name and Title: **[Name and Title]** Date: **[Date]**



STATE OF NORTH CAROLINA

DEPARTMENT OF HUMAN RESOURCES

*Division of Health Services*

JAMES B. HUNT, JR.  
GOVERNOR

SARAH T. MORROW, M.D., M.P.H.  
SECRETARY

P. O. Box 2091

Raleigh 27602

JACOB KOOMEN, M.D., M.P.H.  
DIRECTOR

RECEIVED  
SEP 29 '78  
CTS of  
Asheville

September 27, 1978

Mr. Norman Lewis  
CTS of Asheville, North Carolina  
Skyland, North Carolina 28776

Dear Mr. Lewis:

In regard to your letter of September 18, 1978, with reference to the disposal of plating sludge, this office has no objections to the placing of sludge (comparable to the sludge generated at Square D facilities in Asheville, North Carolina, referred to in my letter of August 6, 1975, to Mr. Hubert Holcombe, Square D Company, Asheville, North Carolina) in a sanitary landfill.

This office requests that you send an analysis of your sludge as soon as your plating operation is underway.

Sincerely,

A handwritten signature in cursive script, appearing to read "O. W. Strickland".

O. W. Strickland, Supervisor  
Solid Waste Management Unit  
Solid Waste & Vector Control Branch  
Sanitary Engineering Section

OWS/wss

cc: Mr. J. W. Moore, Jr.

000106

# HAZARDOUS WASTE MANIFEST

ORIGINAL - NOT NEGOTIABLE

00007

MANIFEST DOCUMENT NUMBER

Thurston Motor Lines

NAME OF CARRIER

(SCAC)

SHIPPER NUMBER

CARRIER NUMBER

## IDENTIFICATION

GENERATOR/SHIPPER	12 DIGIT EPA ID #	COMPANY NAME, MAILING ADDRESS, AND TELEPHONE NUMBER	DATE SHIPPED OR RECEIVED
	NCD003149556	CTS of Asheville Box 100, Skyland NC 28776, 704-684-641	3/8/83
TRANSPORTER # 1	NCD006996334	Thurston Mt. Line, Asheville NC 28806, 704-252-7613	
TRANSPORTER # 2 (if required)			
TSDf TREATMENT STORAGE OR DISPOSAL FACILITY		Handy & Harmon 1770 Kings Hyway, Fairfield Conn.	
TSDf TREATMENT STORAGE OR DISPOSAL FACILITY		<b>ALTERNATE</b>	

## WASTE INFORMATION

NO. OF UNITS & CONTAINER TYPE	HM	EPA HAZ. WASTE ID #	DESCRIPTION AND CLASSIFICATION (Proper Shipping Name, Class and Identification Number per 172.101, 172.202, 172.203)	UN # or NA #	EXEMPTION OR NO LABELS REQUIRED	FLASH POINT (IN °C) WHEN REQ'D	UNITS WT/VOL	TOTAL QUANTITY	RATE	CHARGES (For Carrier Use Only)
1 5 Gal Steel Drum	X	F008	Plating Bath Sludge  Solid N.O.S. ORM-E	UN1935		None	Lbs	55#		

### SPECIAL HANDLING INSTRUCTIONS

Store away from Acids

### COMMENTS

On "Collect on Delivery" shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1

If an RC commodity is spilled on a waterway or adjoining land, the incident must be promptly reported to the Federal government at 1-800-424-8802 (toll free) or 202-426-2675 (toll call). If other DOT Hazardous Materials are discharged creating a serious situation, call shipper's telephone number or Chemtrec 1-800-424-9300 immediately.

### PLACARDS TENDERED

Yes  No

REMIT C.O.D. TO: ADDRESS

COD

Amt: \$

C.O.D. FEE: PREPAID  COLLECT  \$

TOTAL CHARGES: \$

### FREIGHT CHARGES

FREIGHT PREPAID except when box at right is checked  Check box if charges are to be collect

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ per \_\_\_\_\_

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

RECEIVED: subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or

any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

## CERTIFICATION

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation and the U.S. Environmental Protection Agency

This is to certify acceptance of the hazardous waste shipment.

TRANSPORTER #1 SIGNATURE & DATE: [Signature] 3/8/83  
TRANSPORTER #2 SIGNATURE & DATE (if required)

This is to certify acceptance of the hazardous waste for treatment, storage or disposal.

GENERATOR'S SIGNATURE

DATE

TSDf SIGNATURE

DATE

N. C. DEPARTMENT OF HUMAN RESOURCES  
DIVISION OF HEALTH SERVICES

N. C. 1981 HAZARDOUS WASTE GENERATORS ANNUAL (PART A) REPORT \*

102M

Installation EPA ID Number: NC D 0 0 3 1 4 9 5 5 6

I. Name of Installation: CTS of Asheville, Inc.

II. Location of Installation: Mills Gap Road  
(Street or Route Number)

Skyland Buncombe NC 28776  
(City or Town) (County) (State) (Zip Code)

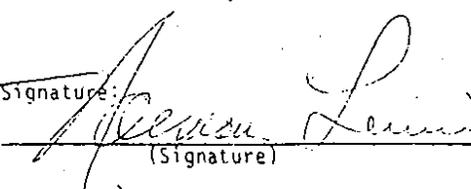
IV. Installation Contact: Norman Lewis 704 684-6451  
(Name) (Area Code) (Phone Number)

V. Waste Identification:

Line Number	A. EPA Waste No.	B. Description of Waste	C. Handling Method/Quantity/Location Waste Shipped to			D. In Storage December 31, 1981	
			1. Handling Method Code	2. Quantity Shipped to ISO or Recovery Facility (000's LBS)	3. ISO Facility EPA ID No./ Recovery Facility Name	1. Storage Method Code	2. Quantity (000's GALLONS)
1	F006	Wastewater Treatment Sludge from	T02	20,080	SCD070375985 SCA Chemical Service	S01	990 Gal.
2		Electroplating Operation					
3							
4	F001	Spent Halogenated Solvents used in Degreasing Trichloroethylene	T01 or R01	0	None	S01	495 Gal.
5							
6							
7	F003	Spent Non-Halogenated Solvents Acetone	T01 or R01	0	None	S01	495 Gal.
8							
9							
10							
11							
12							

VI. List EPA ID Numbers for each transporter used during reporting year:  
SCD000822312

VII. Comments: \*May be used by recovery or incinerator depending on need.

VIII. Signature:   
(Signature) Norman Lewis  
(Print or Type name)

Feb. 4, 1982

\*Read instructions before completing form

000108





DIVISION OF HEALTH SERVICES  
 P.O. Box 2091  
 Raleigh, N.C. 27602-2091

RESPONSE + REVIEW WITH MF  
 PRIOR TO MAKING THE FINAL

Ronald H. Levine, M.D., M.P.H.  
 STATE HEALTH DIRECTOR

152M

RESPONSE  
 CBS  
 2/8

F/U 2-24

RECEIVED

FEB 8 '84

January 15, 1984

OFFICE OF  
 CHARLOTTE

MEMORANDUM

TO: North Carolina Hazardous Waste Generators Only  
 (Excludes Generators That Do On-Site Treatment,  
 Storage, or Disposal)

FROM: *CBS* U. W. Strickland, Head  
 Solid and Hazardous Waste Management Branch  
 Environmental Health Section

SUBJECT: Notice of Annual Report Under N. C.  
 Hazardous Waste Management Program

On or before March 1, 1984 each generator of hazardous waste in the N. C. system shall submit an annual report to the Solid and Hazardous Waste Management Branch as required by NC Rule 10 NCAF 10F .0037 (40 CFR 262.41). A copy of the report form is attached. This annual report shall cover the period January 1, 1983 to December 31, 1983.

Form instructions are found on page 3. Hazardous waste sent to a resource recovery facility should be reported on the form even if exempt under RCRA. Storage figures are as of December 31, 1983. Handling codes should be reported for both waste shipped or left on site in storage December 31, 1983.

We will need data on metals from your facility. Please complete attachment II.

Data from the annual report will provide information required by the State and EPA. Annual report information will be used in planning for necessary future facilities and to assist industry in the management of hazardous waste.

If there are questions call Emil Breckling or William Paige at (919) 733-2178 for assistance.

OWS/EB:yb

Attachment  
 DHS Form 3036  
 Attachment II

000110

N. C. DEPARTMENT OF HUMAN RESOURCES  
DIVISION OF HEALTH SERVICES

152M

CRB

N. C. 1983 HAZARDOUS WASTE GENERATOR ONLY ANNUAL (PART A) REPORT \*

Four Digit Standard Industrial Classification (SIC) No. For Operations In Your Company That Generated The Waste 3 6 7 9

I. Installation EPA ID Number: N C D 0 0 3 1 4 9 5 5 6  
 II. Name of Installation: CTS Corp., Asheville Division  
 III. Location of Installation: Mills Gap Road,  
 (Street or Route Number)  
Skyland Buncombe North Carolina 28776  
 (City or Town) (County) (State) (Zip Code)  
 IV. Installation Contact: Ronnie Israel 704 684-6451  
 (Name) (Area Code) (Phone Number)

V. Waste Identification:

Line Number	A. EPA Waste No.	B. Description of Waste/Chemical Name	C. Handling Method/Quantity/Location Waste Shipped to				D. In Storage December 31, 1983	
			1. Handling Method Code	2. Quantity Shipped to TSD or Recovery Facility (LBS)	3. % Water In Waste Shipped	4. TSD Facility EPA ID No./ Recovery Facility Name	1. Storage Method Code	2. Quantity (LBS)
1	F001	Spent halogenated				NCD991278524/		
2		solvent/				Environmental		
3		Trichloroethylene	R01	4620	5-10%	Recycling	S01	3960
4								
5	F003	Spent non-halogenated				NCD991278524/		
6		solvents/				Enviromental		
7		Acetone	R01	6574	2-5%	Recycling	S01	9860
8								
9	F006	Waste Water				SCD070375985/		
10		treatment sludge	T02	14800		SCA Chemical	S01	1600
11						Service		
12								

if more space is needed check  and complete attachment 1

VI. List EPA ID Numbers for each Transporter used during reporting year:  
NCD006996334 / NCD003372299 / SCD000822312 /

VII. Comments:

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

Ronnie Israel Ronnie Israel Feb. 10, 1984  
 (Signature) (Print or Type Name) (Date Signed)

\*Read instructions before completing form



N. C. DEPARTMENT OF HUMAN RESOURCES  
DIVISION OF HEALTH SERVICES

152M CRB

N. C. 1984 HAZARDOUS WASTE GENERATOR ONLY ANNUAL (PART A) REPORT \*

Four Digit Standard Industrial Classification (SIC) No. For Operations In Your Company That Generated The Waste 3679

I. Installation EPA ID Number: NCD003149556  
 II. Name of Installation: CTS CORP, ASHEVILLE DIVISION  
 III. Location of Installation: MILLS GAP ROAD  
 (Street or Route Number)  
SKYLAND BUNCOMBE NORTH CAROLINA 28776  
 (City or Town) (County) (State) (Zip Code)  
 IV. Installation Contact: CHUCK BEITNER 704 684-6451  
 (Name) (Area Code) (Phone Number)

V. Waste Identification:

Line Number	A. EPA Waste No.	B. Description of Waste/Chemical Name	C. Quantity Generated (LBS)	D. Handling Method/Quantity/Location Waste Shipped to			E. In Storage December 31, 1985	
				1. Quantity Shipped to TSD or Recovery Facility (LBS)	2. TSD Facility EPA ID No./ Recovery Facility Name	3. Handling Method Code	1. Storage Method Code	2. Quantity (LBS)
1	F001	SPENT HALOGENATED SOLVENT			NCD991278524 ENVIRONMENTAL			
2		TRICHLOROETHYLENE	7260	4620	RECYCLING	R01	S01	
3								
4								
5	F001	SPENT HALOGENATED SOLVENT			BARON-BLAKESLEE INC.			
6		TRICHLOROETHYLENE		1980	NSD048810279	R01	S01	660
7								
8								
9	F003	SPENT NON-HALOGENATED SOLVENTS			NCD991277724 MITCHELL SYSTEMS INC.	T03	S01	
10		ACETONE	41,600	40,400				1200
11								
12								

if more space is needed check  and complete attachment 1

VI. List EPA ID Numbers for each Transporter used during reporting year:  
NCD980799142 / NCD006996334 / SCD000822312 /  
NCD007778715 / NCD980709216 /

VII. Comments:

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

Charles R. Beitner CHARLES R. BEITNER 2-18-85  
 (Signature) (Print or Type Name) (Date Signed)

\*Read instructions before completing form



N. C. DEPARTMENT OF HUMAN RESOURCES  
DIVISION OF HEALTH SERVICES

N. C. 1985 HAZARDOUS WASTE GENERATOR THAT DOES ON-SITE  
TREATMENT, STORAGE, OR DISPOSAL-TSD FACILITY  
ANNUAL (PART B) REPORT\*

Four Digit Standard Industrial Classification (SIC) No. For Operations In Your Company That Generated The

Waste 3161719

I. Installation EPA ID Number: N C D 0 0 3 1 4 9 5 5 6  
 II. Name of Installation: CTS Corporation - Asheville Division  
 III. Location of Installation: Mills Gap Road  
 (Street or Route Number)  
Skyland Buncome North Carolina 28776  
 (City or Town) (County) (State) (Zip Code)  
 IV. Installation Contact: Charles R. Beitner 704 684 6451  
 (Name) (Area Code) (Phone Number)

V. Waste Identification:

Line Number	A. EPA Waste No.	B. Description of Waste/Chemical Name	C. Quantity Generated (LBS)	D. Amount of Waste by Handling Method				
				1. Handling Method Code	2. Quantity Stored**/Treated Disposed, or Recovered On-Site (LBS)	3. Shipped to off-Site Treatment, Disposal, or Recovery Facility		
						3. Handling Method Code	4. Quantity (LBS)	5. Facility EPA I.D. Number / Recovery Facility Name
1	F001	Spent Halogenated Solvent						Mitchell Systems Inc.
2		Trichloroethylene	0	S01	0	T-3	1320	NCD991277724
3	F001	Spent Halogenated Solvent						Baron-Blakeslee Recycling
4		Trichloroethylene	1320	R01	0	R01	1320	NCD991278524
5	F003	Spent Non Halogenated Solvent						Mitchell Sys. Inc.
6		Acetone	4000	T03	0	T03	5200	NCD991277724
7	F006	Waste Water Treatment Sludge	8800	T05	7200	D-80	1600	GSX-SCD07037598

(If more space is needed check \_\_\_ and complete attachment 1)

VI. Describe efforts undertaken during the year to reduce the volume and toxicity of waste generated CTS of Asheville has moved piece part fabrication from Asheville to other operations, reducing waste water treatment sludge, acetone, and trichloroethylene.

VII. Describe the changes in volume and toxicity of waste actually achieved during the year in comparison to previous years to the extent such information is available. Reduced waste water sludge 4,000 lbs, acetone by 37,600 and trichloroethylene by 5,940 lbs.

VIII. CERTIFICATION: I certify as permittee a program is in place to reduce the volume and toxicity of hazardous waste generated to the degree to be economically practicable, and the proposed method of treatment, storage or disposal is that practicable method currently available to the permittee which minimizes the present and future threat to human health and the environment.

Charles R. Beitner Charles R. Beitner February 27, 1986  
 (Signature) (Print or Type Name) (Date Signed)

000115

IX.

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

*Charles R. Beitner*  
(Signature)

Charles R. Beitner

(Print or Type Name)

*February 27, 1986*

(Date Signed)

\*Read instructions before completing form

\*\*As of December 31, 1985

DHS 3037 Revised 1-86 Doc. No. 0352A  
Solid & Hazardous Waste Mgt Branch



# NORTH CAROLINA HAZARDOUS WASTE MANIFEST

## Services, Inc.

Please print or type (Form designed for use on elite (12 pitch) typewriter.)

Form Approved. OMB No. 2000-0404. Expires 7-31-86

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. 003149556		Manifest Document No. N.C.D. 03149556-60001		2. Page 1 of 2		Information in the shaded areas is not required by Federal law.			
3. Generator's Name and Mailing Address CTS Corporation Mills Gap Road Skyland, NC 28776 ATTN: Marvin Gobles						A. State Manifest Document Number 021187-CTS-598		B. State Generator's ID			
4. Generator's Phone ( )						C. State Transporter's ID		D. Transporter's Phone: (919) 342-6106			
5. Transporter 1 Company Name GSX Services, Inc.			6. US EPA ID Number M.D.D. 9.8.0.5.5.4.6.5.3			E. State Transporter's ID		F. Transporter's Phone			
7. Transporter 2 Company Name						8. US EPA ID Number		G. State Facility's ID			
8. Designated Facility Name and Site Address GSX Services, Inc. PO Box 210 Watlington Industrial Road Reidsville, NC 27320						10. US EPA ID Number N.C.D. 0.0.0.6.4.8.4.5.1		H. Facility's Phone (919) 342-6106			
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)						12. Containers		13. Total Quantity	14. Unit Wt/Vol	Waste No.	
a. <input type="checkbox"/> Non-Regulated Dirt, oil, water						10 AF		6000	A	NONE	
b. <input checked="" type="checkbox"/> Waste Flammable Liquid, Nos. Flammable Liquid UN1993						2 DM		100	G	D001	
c. <input checked="" type="checkbox"/> Waste Combustible Liquid, Nos. Combustible Liquid NA1993						5 DM		250	G	D001	
d. <input checked="" type="checkbox"/> Hazardous Waste Liquid, Nos. ORM-E NA 9189						4 DM		200	G	F003	
Handling Codes for Wastes Listed Above											
15. Special Handling Instructions and Additional Information: Certain containers in this shipment may be packaged under the provision DOT-E 8129. a) EPA ID# Corrected at Client's SWO# 4285  No materials in this load are contaminated with PCBs, radioactive isotopes, pathogenic or explosive material unless stated.											
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and State laws. Unless I am a small quantity generator who has been exempted by statute or regulations from the duty to make a waste minimization certification under Section 3002(b) of RCRA, I also certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and I have selected the method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment.											
Printed/Typed Name MARVIN E. GOBLES, JR				Signature <i>Marvin E. Gobles, Jr.</i>		Month Day Year 02/11/87					
17. Transporter 1 Acknowledgement of Receipt of Materials						Printed/Typed Name Joseph D. Stone		Signature <i>Joseph D. Stone</i>		Month Day Year 02/11/87	
18. Transporter 2 Acknowledgement of Receipt of Materials						Printed/Typed Name		Signature		Month Day Year	
19. Discrepancy Indication Space						000117					
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.											
Printed/Typed Name Jackie Danes				Signature <i>Jackie Danes</i>		Month Day Year 02/11/87					



# NORTH CAROLINA HAZARDOUS WASTE MANIFEST

## Services, Inc.

Please print or type (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2000-0404. Expires 7-31-86

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. N.C.D. 0-1-1-9-5-0-0-0	Manifest Document No.	2. Page 1 of	Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address GTS Corporation Hills Gap Road Skyland, NC 28776  4. Generator's Phone ( )				A. State Manifest Document Number ATTN: Marvin Goulee		
5. Transporter 1 Company Name GTX Services, Inc.		6. US EPA ID Number N.C.D. 0-1-1-9-5-0-0-0		C. State Transporter's ID		
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone		
9. Designated Facility Name and Site Address GTS Corporation, Inc. PO Box 100, Washington Industrial Road Kearsville, NC 27320		10. US EPA ID Number N.C.D. 0-1-1-9-5-0-0-0		E. State Transporter's ID		
				F. Transporter's Phone		
				G. State Facility's ID		
				H. Facility's Phone		
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)				12. Containers	13. Total Quantity	14. Unit Wt/Vol
				No.	Type	Waste No.
a. HM						
b.						
c.						
d.						
J. Additional Descriptions for Wastes				K. Handling Codes for Wastes Listed Above		
15. Special Handling Instructions and Additional Information: Certain containers in this shipment may be packaged under the provision DOT-E 8129.  SWC# 4285  No materials in this load are contaminated with PCBs, radioactive isotopes, pathogenic or explosive material unless stated.						
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and State laws. Unless I am a small quantity generator who has been exempted by statute or regulations from the duty to make a waste minimization certification under Section 3002(b) of RCRA, I also certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and I have selected the method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment.						
Printed/Typed Name Marvin Goulee				Signature [Signature]		Month Day Year . . .
17. Transporter 1 Acknowledgement of Receipt of Materials				Signature		Month Day Year
Printed/Typed Name				Signature		Month Day Year
18. Transporter 2 Acknowledgement of Receipt of Materials				Signature		Month Day Year
Printed/Typed Name				Signature		Month Day Year
19. Discrepancy Indication Space				000118		
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.						
Printed/Typed Name				Signature		Month Day Year

GENERATOR

TRANSPORTER

FA

ITY



# NORTH CAROLINA HAZARDOUS WASTE MANIFEST

## Services, Inc.

Please print or type (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2000-0404. Expires 7-31-86

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. N. C. D. O. 9-14-9-5-36	Manifest Document No.	2. Page 1 of	Information in the shaded areas is not required by Federal law.		
3. Generator's Name and Mailing Address CTS Corporation Mills Gap Road Styland, NC 28776		ATTN: Marvin Sobles		A. State Manifest Document Number CTS-300			
4. Generator's Phone ( )				B. State Generator's ID			
5. Transporter 1 Company Name GSX Services, Inc.		6. US EPA ID Number N. C. D. O. 9-14-9-5-36		C. State Transporter's ID			
				D. Transporter's Phone			
7. Transporter 2 Company Name		8. US EPA ID Number		E. State Transporter's ID			
				F. Transporter's Phone			
9. Designated Facility Name and Site Address GMA SERVICES, INC. PO Box 210 Wilmington Industrial Zone Wetseville, NC 27720		10. US EPA ID Number N. C. D. O. 9-14-9-5-36		G. State Facility's ID			
				H. Facility's Phone (919) 447-6100			
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers		13. Total Quantity	14. Unit Wt/Vol	Waste No.	
IHM		No. Type					
a.							
b.							
c.							
d.							
J. Additional Descriptions for Wastes Listed Above				K. Handling Codes for Wastes Listed Above			
15. Special Handling Instructions and Additional Information: Certain containers in this shipment may be packaged under the provision DOT-E 8129.  SWOF 4285  No materials in this load are contaminated with PCBs, radioactive isotopes, pathogenic or explosive material unless stated.							
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and State laws. Unless I am a small quantity generator who has been exempted by statute or regulations from the duty to make a waste minimization certification under Section 3002(b) of RCRA, I also certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and I have selected the method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment.							
Printed/Typed Name Marvin E. Sobles				Signature <i>[Signature]</i>		Month Day Year .	
17. Transporter 1 Acknowledgement of Receipt of Materials							
Printed/Typed Name				Signature		Month Day Year	
18. Transporter 2 Acknowledgement of Receipt of Materials							
Printed/Typed Name				Signature		Month Day Year	
19. Discrepancy Indication Space  <p style="text-align: right;">000110</p>							
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.							
Printed/Typed Name				Signature		Month Day Year	

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b> (Continuation Sheet)	21. Generator's US EPA ID No. 003149554 NC D03149554	Manifest Document No. 000001	22. Page 2/2	Information in the shaded areas is not required by Federal law.
---	--	---------------------------------	-----------------	---

CTS Corporation Mill Gap Road Skyland, N.C. 28776  ATTN: Marvin Gobles	L. State Manifest Number 024457-598 M. State Generator's ID N. State Transporter's ID HWH DC O. Transporter's Phone (719) 342-6106 P. State Transporter's ID HWH DC Q. Transporter's Phone	
24. Transporter Company Name GSX Services, Inc.	25. US EPA ID Number MD D19101554653	
26. Transporter Company Name	27. US EPA ID Number	

28. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	29. Containers		30. Total	31. Unit	R. Waste No.
	No.	Type	Quantity	Wt/Vol	
a. <input checked="" type="checkbox"/> Waste Acetone Solution Flammable Liquid UN1090	2	DM	100	G	F003
b. <input checked="" type="checkbox"/> Waste Butyl Acetate Flammable Liquid UN1123	2	DM	100	G	N001
c. <input checked="" type="checkbox"/> Waste Trichloroethylene ORM-A F002	2	DM	100	G	F002
d. <input checked="" type="checkbox"/> Waste Trichloroethane ORM-A UN2831	1	DM	50	G	F002
e.					
f.					
g.					
h.					
i.					
j.					

32. Special Handling Instructions and Additional Information  
 EPA ID# Corrected at Clients.

33. Transporter Acknowledgement of Receipt of Materials Printed/Typed Name <input checked="" type="checkbox"/> Joseph D. Stone	Signature <input checked="" type="checkbox"/> Joseph D. Stone	Date 02/11/87
34. Transporter Acknowledgement of Receipt of Materials Printed/Typed Name	Signature	Date

35. Discrepancy Indication Space  
 000120

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

**UNIFORM HAZARDOUS WASTE MANIFEST**  
(Continuation Sheet)

21. Generator's US EPA ID No.

Manifest Document No.

22. Page

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

L. State Manifest Document Number

M. State Generator's ID

N. State Transporter's ID

HWH

DC

O. Transporter's Phone

P. State Transporter's ID

HWH

DC

Q. Transporter's Phone

24. Transporter Company Name

25. US EPA ID Number

26. Transporter Company Name

27. US EPA ID Number

28. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)

29. Containers

No.

Type

30. Total Quantity

31. Unit Wt/Vol

R. Waste No.

GENERATOR

	HM		No.	Type	Total Quantity	Unit Wt/Vol	Waste No.
a.							
b.							
c.							
d.							
e.							
f.							
g.							
h.							
i.							
j.							

32. Special Handling Instructions and Additional Information

33. Transporter Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Date

Month Day Year

34. Transporter Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Date

Month Day Year

35. Discrepancy Indication Space

000121

TRANSPORTER

FACILITY





# Container Contents

1-30k

1 Mixed Lab

Receiving

Routing

Shipping

Container Number

Volume

Container Subpart Number

Age

Container Type

UNSC Number

IM

HAZ class

Line No

Material Name

Material Quantity

UOQ

Empty Container Number

1 1000g  
 2 1000g  
 3 1000g  
 4 1000g  
 5 1000g  
 6 1000g  
 7 1000g  
 8 1000g  
 9 1000g  
 10 1000g  
 11 1000g  
 12 1000g  
 13 1000g  
 14 1000g  
 15 1000g  
 16 1000g  
 17 1000g  
 18 1000g  
 19 1000g  
 20 1000g  
 21 1000g  
 22 1000g  
 23 1000g  
 24 1000g  
 25 1000g  
 26 1000g  
 27 1000g  
 28 1000g  
 29 1000g  
 30 1000g

1000g



000123

This Lab Pack list continues

Yes

No

This is page 1 of 1



# Container Contents

Blank  Mixed Lab  Empty  Contaminated  Sampled

Material ID

Container Name

Container Code

POB/SLV Number

Material Class

ID	Material Description	Material Quantity	POB/SLV Code Number
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
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29			
30			

000124

This Lab Pack list continues Yes  No  This is page \_\_\_ of \_\_\_



# Container Contents

UN 3181      UN 3181/2

Condition/Label	Quantity	Material	Receiving	Handling	Shipping
No. of shipping units					
Container type	UN 3181/2	UN 3181			
Hazard class					

UN No.	Material description	Material quantity	UN	UN 3181 waste code number
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				
11				
12				
13				
14				
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16				
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27				
28				
29				
30				



This Lab Pack list continues:      Yes       No       This is page   1   of   1









# Container Contents

Bulk  Mixed Lab

Receiving	Routing	Shipping

Container Number: 152215 21

DOT Shipping Name: ...

Container Type: ...

UN/NA Number: 1716

Hazard Class: ORM-A

Line No.	Material Description	Material Quantity	PO	UN/NA Waste Code Number
01	<u>...</u>	<u>...</u>		
02	<u>...</u>	<u>...</u>		
03	<u>...</u>	<u>...</u>		
04				
05				
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29				
30				

000128

This Lab Pack list continues Yes  No  This is page 1 of 1



# Container Contents

UN Bulk      UN Mixed Lqd      UN Solids      UN Liquids      UN Gases

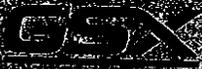
Container Number	UN Bulk	UN Mixed Lqd	UN Solids	UN Liquids	UN Gases
000129					
Shipping Name					
UN Number					
Material Description					
Material Quantity					
Waste Code Number					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
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14					
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28					
29					
30					

000129

This Lab Pack list continues

Yes  No

This is page 1 of 1



# Container Contents

Blank  Mixed

Container Number	001	Receiving	Volume	Shipping
Container Name				
Container Type	UMVA Number			
Hazard Class				

Line No.	Material Description	Material Quantity	HAZ	RCRA Waste Code Number
01				
02				
03				
04				
05				
06				
07				
08				
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11				
12				
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29				
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000130

This Lab Pack list continues: Yes  No

This is page 1 of 1

# PACKING LIST



Services, Inc.

- LAUREL - 3527 WHISKEY BOTTOM ROAD P.O. BOX 370 LAUREL, MD 20707
- REIDSVILLE - WATLINGTON INDUSTRIAL ROAD P.O. BOX 210 REIDSVILLE, NC 27320
- GREENBRIER - OLD GREENBRIER PIKE P.O. DRAWER C GREENBRIER, TN 37073

<b>BILLING LOCATION</b> PTS Corp. 905 NW Blvd. Elkhart, IN. 46514	<b>SERVICE LOCATION</b> PTS SR Land, N.C.
--	---

DATE SHIPPED	F.O.B.	SHIPPED VIA	SALESMAN	OUR ORDER NUMBER	CUSTOMER ORDER NUMBER
--------------	--------	-------------	----------	------------------	-----------------------

QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION
		<b>MATERIALS USED</b>
8		85 OP - 7 used; 1 left
4		Vacuum
4		Del Labels
18		6 PA Labels
2		radiation Level II
		<b>UNITS FOR DISPOSAL</b>
10		55 Poly 2-CTS-109 GSX (NW)
2		Old vac 55 2-CTS-105, 103
2		Old 85 2-CTS-106, 103
2		TUC HOT 55 2-CTS-104, 102
1		TUC HOT - 85 2-CTS-104
2		Spectrum Recovery 55 2-CTS-106
1		Spect Rec. 85 2-CTS-107
3		TUC Cold 85
1		TUC Cold 55
		<b>LABOR</b>
9		2.45 hours

000131

SIGNED	2/11/87 MO. DAY YEAR	FOR TRI
--------	-------------------------	---------



NORTH CAROLINA HAZARDOUS WASTE MANIFEST

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039. Expires 9-30-88

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. NC D D 0 0 3 1 1 4 9 5 5 6 8 8 0 0 1 1		Manifest Document No. 1001		2. Page 1 of 1		Information in the shaded area is not required by Federal law.	
3. Generator's Name and Mailing Address CTS Corporation 905 North West Boulevard Elkhart, Indiana 46514		4. Generator's Phone (219) 293-7511		5. Transporter 1 Company Name GSX Services, Inc.		6. US EPA ID Number M D D 9 8 0 5 5 4 6 5 3			
7. Transporter 2 Company Name		8. US EPA ID Number		9. Designated Facility Name and Site Address GSX Services, Inc. Route 11, Box 3 Reidsville, NC 27320		10. US EPA ID Number N C D 0 0 0 6 4 8 4 5 1			
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers		13. Total Quantity		14. Unit Wt/Vol			
a. Soil + Water, Non-Regulated		0 0 4 0 1 M		12 8 1 0 1 0 P		P 0003			
b.									
c.									
d.									
15. Special Handling Instructions and Additional Information EISWO# 6490 Trailer# 906824									
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, and all applicable state laws and regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment. OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.									
Printed/Typed Name MARVIN E. GOBLES		Signature Marvin E. Gobles				Month Day Year 10/21/1988			
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name Joseph Stone		Signature Joseph Stone				Month Day Year 10/21/1988			
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature				Month Day Year			
19. Discrepancy Indication Space		000132							
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.									
Printed/Typed Name Robert W. Gales		Signature Robert W. Gales				Month Day Year 10/21/1988			



# NORTH CAROLINA HAZARDOUS WASTE MANIFEST

Form Approved OMB No. 2070-0047 Expires 03-31-98

UNIFORM HAZARDOUS WASTE MANIFEST		EPA IDENTIFICATION NO.		EPA ID NO.		EPA ID NO.	
Generator Name (Full Mailing Address) <b>GSX Corporation</b> <b>200 Sarah Jane Hollings</b> <b>Charlotte, NC 28214</b> EPA ID No. <b>NC D 000 549 43</b>							
Transporter 1 Company Name <b>GSX Services, Inc.</b>				EPA ID Number <b>NC D 000 549 43</b>			
Transporter 2 Company Name				EPA ID Number			
Designated Facility Name and Site Address <b>GSX Services, Inc.</b> <b>Route 11, Box 3</b> <b>Wadeville, NC 27320</b>				EPA ID Number <b>NC D 000 549 43</b>			
1. Description (including proper shipping name, hazard class, and quantity)		2. Containers		3. Gross weight		4. Net quantity	
Soil & Water, Non-Hazardous		1		1000		1000	
<b>JOHAN RESIDUE</b>							

18. Special Handling Instructions and Additional Information  
**6490**  
**406814**

19. Generator's Certification: I hereby declare that the contents of this manifest are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and all applicable state laws and regulations.  
 If I am the quantity generator, I certify that I have used an in-plant reduction, the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the most feasible method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment. On this same small quantity generator, I have made a good faith effort to minimize my waste generation and select the basic waste management method that is available to me and that I can afford.

Printed/Typed Name: **Marvin E. GORRES** Signature: *Marvin E. Gorres* Month Day Year: **10/21/2018**

Transporter 1 Acknowledgement of Receipt of Materials  
 Printed/Typed Name: **Jay C. Stone** Signature: *Jay C. Stone* Month Day Year: **10/21/2018**

Transporter 2 Acknowledgement of Receipt of Materials  
 Printed/Typed Name: Signature: Month Day Year:

19. Discrepancy Indication Space  
**000133**

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.  
 Printed/Typed Name: Signature: Month Day Year:



# Container Contents

2CTS110

Bulk

Mixed Lab

Receiving	Routing	Shipping
	PW	
1286	-4058	

Container Number: 880210CTS01-04		Chemist: TC
DOT Shipping Name: Soil and Water		596 597 599
Container Type: 17H55	UN/NA Number: N/A	HM
Hazard Class: Non-regulated		

Line No.	Material Description	Material Quantity	RQ	EPA Waste Code/Number
01	1/2 full of dirt + sand + a few sticks + 1/2 full mineral oil	1X 400#		None
02	95% full of sand + dirt	1X 800#		↓
03	↓	↓		↓
04	↓	↓		↓
05				
06	dirt + sand contaminated with heavy metals			
07				
08				
09				
10				
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000134

This Lab Pack list continues: Yes  No  This is page 1 of 1



2-73  
3

000262

In Account With

# LENOIR REFINING COMPANY

263 Pennton Avenue, N.W.

Phone 754-7234 Day  
754-7327 Night

Lenoir, N. C. 28645

Jan. 25 1977

CTS of Asheville  
Skyland, N. C.  
28776

JAN 27 1977

CTS OF  
ASHEVILLE  
PRICE

1-24-77	475 gal. Reclaimed Acetone  Order #37566 11-2-76  4418  73100	Tax 1%	.48	\$228.00 2.28 <hr/> \$230.28
---------	---	--------	-----	------------------------------------

DATE PAID  
FEB 2 1977  
CTS of Asheville, Inc.

000136

DELIVERY TICKET No 6653

# Lenoir Refining Company

638 Pennton Avenue

754-7234-754-3277

LENOIR, N. C. Sept. 24, 1977

DELIVERED TO

C. T. S. of Asheville  
Asheville, N.C.

GALLONS	
475	<u>Refrigerant Acetone</u>
	<b>-24-813</b>
	<u>#37566 11-2-76</u>

COMPLETE ORDER \_\_\_\_\_

PART OF ORDER \_\_\_\_\_

BALANCE OF ORDER TO FOLLOW \_\_\_\_\_

RECEIVED THE ABOVE

SIGNED: (Signature)

000137



# CTS OF ASHEVILLE, INC.

MILLS GAP ROAD SKYLAND, NORTH CAROLINA 28776  
TELEPHONE: (704) 684-6451 TWX: 510-935-0059 CABLE CTS.

PURCHASE ORDER NO. 38874

VENDOR

**Lenoir Refining Co.  
638 Pennton Avenue  
Lenoir, N.C.**

INSTRUCTIONS

1. Acceptance of this Purchase Order is expressly limited to the terms contained herein.
2. This Purchase Order must be acknowledged by returning the acknowledgment copy within seven (7) days of the date hereof.
3. Failure to comply will result in the termination of this Purchase Order on a no charge basis.
4. Purchase Order No. must appear on all correspondence, invoices, packing slips, shipping papers and all containers.
5. Packing slip must accompany all shipments.

NORTH CAROLINA USE TAX STATUS

Exempt -- For Resale Certificate No. 901-9-011-11247  1% Taxable  4% Taxable

DATE REQUIRED: <b>7-22-77</b>	ACCOUNT NO.	TERMS: <b>as invd</b>	F. O. B. <b>our plant</b>	SHIP VIA: <b>your truck</b>	P. O. DATE: <b>6-16-77</b>
----------------------------------	-------------	--------------------------	------------------------------	--------------------------------	-------------------------------

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1.	935 gal	Used Acetone to be refined  Reference your pick-up ticket 6849.	<del>43 gal</del>	\$402.05

*828 - del 8-25*

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
------	------	------	------	------	--------	-------------	-----------	----------

DELIVER TO: <b>D. O'Connor</b>	REQUISITIONED BY: <b>DOC</b>	DATE RECEIVED:	APPROVED BY: <b>J.E. Black, Buyer</b>
-----------------------------------	---------------------------------	----------------	--

FORM - A - 55 - 01      ● SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA ●

PURCHASING

000138

*FE*





**PICK UP TICKET** No 6849

**Lenoir Refining Company**

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. 6-9, 1927

*C. T. S. Mfg.*  
*Asheville N.C.*

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
935	17	used solvent

*120 80 HCP*

**6 15 803**

RECEIVED THE ABOVE

SIGNED:

*J. Lee*

000140

# CTS OF ASHEVILLE, INC.

manufacturer of electronic components

Phone 514-4451



TELEX 516-935-0087

SOYLAND, NORTH CAROLINA 28776

## Purchase Expediter

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A #10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

WINDOW ENVELOPE RETURN FOLD HERE

7a

**Lenoir Refining Co.**  
638 Pennton Avenue  
Lenoir, NC

DATE 7-29-77

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
38874					

### ORDER INFORMATION

- Please rush PRICES.
- Acknowledge our order and give SHIPPING DATE.
- Please mail us ACCEPTANCE COPY of our Purchase Order.
- Is this order considered COMPLETE?
- Please inform us about items BACK ORDERED.
- CHANGE made on above order. Please acknowledge.

### SHIPPING INFORMATION

- RUSH shipment. ADVISE earliest shipping date.
- Will you SHIP on date requested?
- WHY did you not ship as promised? WHEN will you ship?
- IF SHIPPED advise method.
- What PARTIAL shipment can you make and WHEN?
- When can BALANCE of order be shipped?
- Please make certain order is SHIPPED VIA \_\_\_\_\_
- Please make SHIPMENT RELEASES as shown under Remarks.

### ACCOUNTING INFORMATION

- We require \_\_\_\_\_ INVOICE COPIES.
- INVOICE enclosed RECEIVED IN ERROR.  
 We are RETURNING attached invoice.
- PURCHASE ORDER NO. incorrect or missing.
- PRICE  TERMS  DISCOUNT  do not agree with quotation.
- Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - Quantity incorrect.  Extension incorrect.
  - Should be F. O. B. destination.  Unit price incorrect.
  - Material wrong or defective.
- SALES TAX not applicable. Exemption No. is \_\_\_\_\_
- We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

### SERVICE AND OTHER INFORMATION

- If order has been shipped, MAIL INVOICE today.
- Please forward CERTIFIED WEIGHT slip.
- Please forward SHIPPING NOTICE.
- Please show PURCHASE ORDER NUMBER on papers referred to or attached.
- Material not received. TRACE AND ADVISE.
- Please forward receipted FREIGHT BILL.
- We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
- Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

### REMARKS

SIGNED J. E. Black, Buyer

Reply

000141

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

# CTS OF ASHEVILLE, INC.

manufacturer of electronic components

Phone 684-6451

TWX 510-935-0089



SKYLAND, NORTH CAROLINA 28776

## Purchase Expediter

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A #10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

USE WINDOW ENVELOPE FOR RETURN FOLD HERE

7a Lenoir Refining Co.  
638 Pennton Avenue  
Lenoir, NC

DATE

8-12-77

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
38874					

### ORDER INFORMATION

1. ( ) Please rush PRICES.
2. ( ) Acknowledge our order and give SHIPPING DATE.
3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
4. ( ) Is this order considered COMPLETE?
5. ( ) Please inform us about items BACK ORDERED.
6. ( ) CHANGE made on above order. Please acknowledge.

### ACCOUNTING INFORMATION

15. ( ) We require \_\_\_\_\_ INVOICE COPIES.
16. ( ) INVOICE enclosed RECEIVED IN ERROR.
17. ( ) We are RETURNING attached invoice.
18. ( ) PURCHASE ORDER NO. incorrect or missing.
19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect. ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination. ( ) Unit price incorrect.
  - ( ) Material wrong or defective.
21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

### SHIPPING INFORMATION

7.  RUSH shipment. ADVISE earliest shipping date.
8. ( ) Will you SHIP on date requested?
9. ( ) WHY did you not ship as promised? WHEN will you ship?
10. ( ) IF SHIPPED advise method.
11. ( ) What PARTIAL shipment can you make and WHEN?
12. ( ) When can BALANCE of order be shipped?
13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

### SERVICE AND OTHER INFORMATION

23. ( ) If order has been shipped, MAIL INVOICE today.
24. ( ) Please forward CERTIFIED WEIGHT slip.
25. ( ) Please forward SHIPPING NOTICE.
26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
27. ( ) Material not received. TRACE AND ADVISE.
28. ( ) Please forward receipted FREIGHT BILL.
29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

### REMARKS

SIGNED

J. E. Black, Buyer

Reply

000142

DATE

SIGNED

9-2-3

000376

In Ac t With

# LENOIR REFINING COMPANY

263 Pennton Avenue, N.W.

Phone 754-7234 Day  
754-7327 Night

Lenoir, N. C. 28606  
**RECEIVED**

August 26 1977

**DATE PAID**

SEP 23 1977

CTS of Asheville

CTS of Asheville, Inc.

CTS of Asheville

Skyland, N. C. 28776

	PRICE
8-25-77	.48
690 gal. Reclaimed Acetone	\$331.20
Order #38874 6-16-77	3.31
	-----
	\$334.51

4418

PRICE PER	978	WJ
QUANTITY (lb)		
AMOUNT	731.00	

000143

DELIVERY TICKET

No 6838

Lenoir Refining Company

754-7234—754-3277

638 Pennton Avenue

LENOIR, N. C. July 25, 1977

DELIVERED TO

CTS of Asheville  
Asheville, N.C.

GALLONS	
<u>690</u>	<u>Reclaim Acetone</u>
<u>Order # 38874</u>	<u>6-16-77</u>

8 25 808

COMPLETE ORDER

PART OF ORDER

BALANCE OF ORDER TO FOLLOW

RECEIVED THE ABOVE

SIGNED:

W. H. Hines & P. R. CTS

000144



# CTS OF ASHEVILLE, INC.

MILLS GAP ROAD SKYLAND, NORTH CAROLINA 28776  
TELEPHONE: (704) 684-6451 TWX: 510-935-0059 CABLE CTS.

PURCHASE ORDER NO. 37566

<p>VENDOR</p> <p><b>Lenoir Refining Co.</b>  <b>638 Pennton Avenue</b>  <b>Lenoir, N. C.</b></p>	<p style="text-align: center;">— INSTRUCTIONS —</p> <ol style="list-style-type: none"> <li>1. Acceptance of this Purchase Order is expressly limited to the terms contained herein.</li> <li>2. This Purchase Order must be acknowledged by returning the acknowledgment copy within seven (7) days of the date hereof.</li> <li>3. Failure to comply will result in the termination of this Purchase Order on a no charge basis.</li> <li>4. Purchase Order No. must appear on all correspondence, invoices, packing slips, shipping papers and all containers.</li> <li>5. Packing slip must accompany all shipments.</li> </ol>
<p>NORTH CAROLINA USE TAX STATUS</p> <p><input type="checkbox"/> Exempt — For Resale Certificate No. 901-9-011-11247    <input checked="" type="checkbox"/> 1% Taxable    <input type="checkbox"/> 4% Taxable</p>	

DATE REQUIRED: <b>12-3-76</b>	ACCOUNT NO.	TERMS: <b>as inv'd</b>	F. O. B. <b>our plant</b>	SHIP VIA: <b>your truck</b>	P. O. DATE: <b>11-2-76</b>
----------------------------------	-------------	---------------------------	------------------------------	--------------------------------	-------------------------------

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
	770 gal.	Used Acetone to be refined  Reference your pickup ticket #6054.	<del>43</del> 1.48	\$331.10

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
				1-24	475	000262	1-25	

DELIVER TO: <b>D. O' Connor</b>	REQUISITIONED BY: <b>JB</b>	DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer</b>
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FORM - A - 55 - 01      ● SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA ●

PURCHASING

000145

FE



**PICK UP TICKET** No 6054

**Lenoir Refining Company**

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. Nov 1, 1976

CTS of Asheville

Asheville, N.C.

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
770	14	used acetone

L. H.

RECEIVED THE ABOVE

SIGNED:

Harold H. Sizer

000147

# CTS OF ASHEVILLE, INC.

manufacturer of electronic components

Phone 684-6451



TWX 510-935-0059

SKYLAND, NORTH CAROLINA 28776

*Purchase Expediter*

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A # 10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

USE WINDOW ENVELOPE FOR RETURN POST HERE

7a Lenoir Refining Co.  
638 Pennton Avenue  
Lenoir, N. c.

DATE January 18, 1977

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
37566					

### ORDER INFORMATION

1. ( ) Please rush PRICES.
2. ( ) Acknowledge our order and give SHIPPING DATE.
3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
4. ( ) Is this order considered COMPLETE?
5. ( ) Please inform us about items BACK ORDERED.
6. ( ) CHANGE made on above order. Please acknowledge.

### SHIPPING INFORMATION

7. (  ) RUSH shipment. ADVISE earliest shipping date.
8. ( ) Will you SHIP on date requested?
9. ( ) WHY did you not ship as promised? WHEN will you ship?
10. ( ) IF SHIPPED advise method.
11. ( ) What PARTIAL shipment can you make and WHEN?
12. ( ) When can BALANCE of order be shipped?
13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

### ACCOUNTING INFORMATION

15. ( ) We require \_\_\_\_\_ INVOICE COPIES.
16. ( ) INVOICE enclosed RECEIVED IN ERROR.
17. ( ) We are RETURNING attached invoice.
18. ( ) PURCHASE ORDER NO. incorrect or missing.
19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect. ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination. ( ) Unit Price incorrect.
  - ( ) Material wrong or defective.
21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

### SERVICE AND OTHER INFORMATION

23. ( ) If order has been shipped, MAIL INVOICE today.
24. ( ) Please forward CERTIFIED WEIGHT slip.
25. ( ) Please forward SHIPPING NOTICE.
26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
27. ( ) Material not received. TRACE AND ADVISE.
28. ( ) Please forward receipted FREIGHT BILL.
29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

### REMARKS

SIGNED J. E. Black, Buyer

*Reply*

DATE

SIGNED

000143

SENDER: RETAIN THIS COPY



# CTS OF ASHEVILLE, INC.

MILLS GAP ROAD SKYLAND, NORTH CAROLINA 28776  
TELEPHONE: (704) 684-6451 TWX: 510-935-0059 CABLE CTS.

PURCHASE ORDER NO. 36252

VENDOR

**Lenoir Refining Co.**  
**638 Pennton Ave.**  
**Lenoir, N. C.**

INSTRUCTIONS

1. Acceptance of this Purchase Order is expressly limited to the terms contained herein.
2. This Purchase Order must be acknowledged by returning the acknowledgment copy within seven (7) days of the date hereof.
3. Failure to comply will result in the termination of this Purchase Order on a no charge basis.
4. Purchase Order No. must appear on all correspondence, invoices, packing slips, shipping papers and all containers.
5. Packing slip must accompany all shipments.

NORTH CAROLINA USE TAX STATUS

Exempt - For Resale Certificate No. 901-9-011-11247  1% Taxable  4% Taxable

DATE REQUIRED: <b>3-12-76</b>	ACCOUNT NO.	TERMS: <b>as inv'd</b>	F. O. B. <b>our plant</b>	SHIP VIA: <b>your truck</b>	P. O. DATE: <b>3-10-76</b>
----------------------------------	-------------	---------------------------	------------------------------	--------------------------------	-------------------------------

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1.	605 gal.	Used Acetone to be reclaimed	.43	260.15

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
				5-17	425	000117	5-10	0

DELIVER TO: <b>D. O' Connor</b>	REQUISITIONED BY: <b>DO'C</b>	DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer</b>
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FORM - A - 55 - 01      ● SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA ●

PURCHASING

000149

FE



PICK UP TICKET N° 6590

# Lenoir Refining Company

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. March 9, 1976

C. J. S. of asherille

asherille N.C.

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
<u>605</u>	<u>11</u>	<u>used acetone</u>

RECEIVED THE ABOVE

SIGNED: *Jack*

000151

# GIS OF ASHEVILLE, INC.

manufacturer of electronic components

Phone 684-6451



TWX 510-935-0059

SKYLAND, NORTH CAROLINA 28776

*Purchase Expediter*

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A # 10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

7a  
Lenoir Refining Co.  
638 Pennton Ave.  
Lenoir, N. C.

DATE

5-11-76

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
36252					

### ORDER INFORMATION

1. ( ) Please rush PRICES.
2. ( ) Acknowledge our order and give SHIPPING DATE.
3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
4. ( ) Is this order considered COMPLETE?
5. ( ) Please inform us about items BACK ORDERED.
6. ( ) CHANGE made on above order. Please acknowledge.

### SHIPPING INFORMATION

7. ~~( )~~ RUSH shipment. ADVISE earliest shipping date.
8. ( ) Will you SHIP on date requested?
9. ( ) WHY did you not ship as promised? WHEN will you ship?
10. ( ) IF SHIPPED advise method.
11. ( ) What PARTIAL shipment can you make and WHEN?
12. ( ) When can BALANCE of order be shipped?
13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

### ACCOUNTING INFORMATION

15. ( ) We require \_\_\_\_\_ INVOICE COPIES.
16. ( ) INVOICE enclosed RECEIVED IN ERROR.
17. ( ) We are RETURNING attached invoice.
18. ( ) PURCHASE ORDER NO. incorrect or missing.
19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect. ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination. ( ) Unit Price incorrect.
  - ( ) Material wrong or defective.
21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

### SERVICE AND OTHER INFORMATION

23. ( ) If order has been shipped, MAIL INVOICE today.
24. ( ) Please forward CERTIFIED WEIGHT slip.
25. ( ) Please forward SHIPPING NOTICE.
26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
27. ( ) Material not received. TRACE AND ADVISE.
28. ( ) Please forward receipted FREIGHT BILL.
29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

### REMARKS

SIGNED J. E. Black, Buyer

*Reply*

DATE

SIGNED

000152

SENDER: RETAIN THIS COPY

000117

In Acce With

# LENOIR REFINING COMPANY

263 Pennton Avenue, N.W.

Phone 754-7234 Day  
754-7327 Night

Lenoir, N. C. 28645

May 20 19 76

RECEIVED

CTS of Asheville

Skyland, N. C. 28776

MAY 24 1976

CTS OF Asheville

	PRICE
5-17-76	.43
425 gal. Reclaimed Acetone	\$182.75
Tax 1%	1.83
Order #36252 3-10-76	\$184.58
RATE PAID JUN 18 1976 CTS of Asheville, Inc.	

4418

THUR OK	98
PROPERTY OF	13102

000153

DELIVERY TICKET No 1326

# Lenoir Refining Company

754-7234—754-3277

638 Pennton Avenue

LENOIR, N. C. May 17, 1976

DELIVERED TO

C.T.S. of Charlotte Inc.  
By: [Signature]

GALLONS

42.5	Reclaimation
	Order # 36252 3/17/76

COMPLETE ORDER

PART OF ORDER

BALANCE OF ORDER TO FOLLOW

RECEIVED THE ABOVE 075

SIGNED: [Signature]

000154

000212

In Acct With

# LENOIR REFINING COMPANY

263 Pennton Avenue, N.W.

Phone: 754-7234 Day  
754-7327 Night

Lenoir, N. C. 28645

CTS of Asheville

Nov. 2 1976

CTS of Asheville

Skyland, N. C. 28776

	PRICE
11-1-76 300 gal. Reclaimed Acetone	.43
Tax 1%	\$129.00
	1.29
	<u>\$130.29</u>

Order #36976 7-21-65

DATE PAID

NOV 10 1976

CTS of Asheville, Inc.

4418

PRICE OK

QUANTITY OK

73100

000155

DELIVERY TICKET

No 1453

Lenoir Refining Company

754-7234-754-3277

638 Pennton Avenue

LENOIR, N. C. 7 Nov. 1, 1976

DELIVERED TO

C.T.S. of Asheville  
Meyland, H. Co.

GALLONS

500 Reclaimed acetone

Order # 36996 7/21/76

11-1-805

COMPLETE ORDER

PART OF ORDER

BALANCE OF ORDER TO FOLLOW

RECEIVED THE ABOVE

SIGNED: *[Signature]*

000156



# CTS OF ASHEVILLE, INC.

MILLS GAP ROAD SKYLAND, NORTH CAROLINA 28776  
TELEPHONE: (704) 684-6451 TWX: 510-935-0059 CABLE CTS.

PURCHASE ORDER NO. 36662

VENDOR

**Lenoir Refining Company**  
**638 Pennton Ave.**  
**Lenoir, N. C.**

INSTRUCTIONS

1. Acceptance of this Purchase Order is expressly limited to the terms contained herein.
2. This Purchase Order must be acknowledged by returning the acknowledgment copy within seven (7) days of the date hereof.
3. Failure to comply will result in the termination of this Purchase Order on a no charge basis.
4. Purchase Order No. must appear on all correspondence, invoices, packing slips, shipping papers and all containers.
5. Packing slip must accompany all shipments.

NORTH CAROLINA USE TAX STATUS

Exempt - For Resale Certificate No. 901-9-011-11247  1% Taxable  4% Taxable

DATE REQUIRED: <b>6-28-76</b>	ACCOUNT NO.	TERMS: <b>as inv'd</b>	F. O. B. <b>our plant</b>	SHIP VIA: <b>your truck</b>	P. O. DATE: <b>5-25-76</b>
----------------------------------	-------------	---------------------------	------------------------------	--------------------------------	-------------------------------

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1.	605 gal.	Used Acetone to be refined.  Reference your pick-up ticket #6630.	.43	260.15

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
				7-20	385	Statement	7-20	0

DELIVER TO: <b>D. O'Connor</b>	REQUISITIONED BY: <b>DOC</b>	DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer</b>
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FORM - A - 55 - 01 • SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •

PURCHASING

000157

FE



**PICK UP TICKET** N<sup>o</sup> 6630

# Lenoir Refining Company

Dial PL 4-6254—PL 4-7234

638 Peranton Avenue

LENOIR, N. C. May 17, 1976

C. J. S. of Asheville Inc.  
Spyland, N. C.

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
605	11	used acetone

RECEIVED THE ABOVE

SIGNED:

Jack R. Kirby

000159

# CTS OF ASHEVILLE, INC.

manufacturer of electronic components

Phone 684-6451



TWX 510-935-0059

SKYLAND, NORTH CAROLINA 28776

Lenoir Refining Company  
638 Pennton Ave.  
Lenoir, N. C.

Purchase Expediter

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A # 10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

USE WINDOW ENVELOPE FOR RETURN! FOLD HERE

7a

DATE

June 30 c 1976

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
36662					

### ORDER INFORMATION

1. ( ) Please rush PRICES.
2. ( ) Acknowledge our order and give SHIPPING DATE.
3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
4. ( ) Is this order considered COMPLETE?
5. ( ) Please inform us about items BACK ORDERED.
6. ( ) CHANGE made on above order. Please acknowledge.

### SHIPPING INFORMATION

7.  RUSH shipment. ADVISE earliest shipping date.
8. ( ) Will you SHIP on-date requested?
9. ( ) WHY did you not ship as promised? WHEN will you ship?
10. ( ) IF SHIPPED advise method.
11. ( ) What PARTIAL shipment can you make and WHEN?
12. ( ) When can BALANCE of order be shipped?
13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

### ACCOUNTING INFORMATION

15. ( ) We require \_\_\_\_\_ INVOICE COPIES.
16. ( ) INVOICE enclosed RECEIVED IN ERROR.
17. ( ) We are RETURNING attached invoice.
18. ( ) PURCHASE ORDER NO. incorrect or missing.
19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect.                      ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination.        ( ) Unit Price incorrect.
  - ( ) Material wrong or defective.
21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

### SERVICE AND OTHER INFORMATION

23. ( ) If order has been shipped, MAIL INVOICE today.
24. ( ) Please forward CERTIFIED WEIGHT slip.
25. ( ) Please forward SHIPPING NOTICE.
26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
27. ( ) Material not received. TRACE AND ADVISE.
28. ( ) Please forward receipted FREIGHT BILL.
29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

### REMARKS

SIGNED J. E. Black, Buyer

Reply

DATE

SIGNED

000160

3

REC-1

000151

In Ac with

JUL 22 '76

# LENOIR REFINING COMPANY

CTS of Asheville  
Asheville

263 Pennton Avenue, N.W.

Phone 754-7234 Day  
754-7327 Night

Lenoir, N. C. 28645

July 20 1976

CTS of Asheville, Inc.

Skyland, N. C. 28776

	PRICE
7-20-76	.43
385 gal. Reclaimed Acetone	\$165.55
Tax 1%	1.66
	\$167.21
<b>DATE PAID</b> AUG 20 1976 CTS of Asheville, Inc.	

Order #36662 5-25-76

4418

9/8

W ✓

PRICE PER	
QUANTITY OF	
ACETONE	73102

000161

DELIVERY TICKET No 1397

Lenoir Refining Company

638 Pennton Avenue

754-7234-754-3277

LENOIR, N. C. July 15 1946

DELIVERED TO

CTS of Asheville  
Asheville, N.C.

GALLONS	
<u>385</u>	<u>Reclaim Alcohol</u>
<u>Crude # 36662</u>	<u>52576</u>
	<u>806</u>

**7** COMPLETE ORDER  
PART OF ORDER  
BALANCE OF ORDER TO FOLLOW

Parley

RECEIVED THE ABOVE

SIGNED:

000162



# CTS OF ASHEVILLE, INC.

704-A-

**SKYLAND, N.C., U.S.A.**

No. 36976

Phone: Arden, N. C. MUTUAL 4-6451

VENDOR **Lenoir Refining Co.**  
**638 Pennton Ave.**  
**Lenoir, N. C.**

**PURCHASE ORDER**

PURCHASE ORDER NO. MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND ALL CONTAINERS.

ACKNOWLEDGE AND INVOICE TO ABOVE ADDRESS.

PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED.

ROUTING INSTRUCTIONS: IF BY PARCEL POST TO SKYLAND, N. C. ALL OTHER METHODS TO MILLS GAP ROAD, ASHEVILLE, N. C.

## NORTH CAROLINA USED TAX STATUS

EXEMPT-FOR RESALE CERTIFICATE # 901-9-011-11247       1% TAXABLE       3% TAXABLE      DRAWING ATTACHED

DATE REQUIRED: <b>8-20-76</b>	ACCOUNT NO.	TERMS <b>as inv'd</b>	F. O. B. <b>OF</b>	SHIP VIA: <b>YT</b>	P. O. DATE: <b>7-21-76</b>
----------------------------------	-------------	--------------------------	-----------------------	------------------------	-------------------------------

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1.	550 gal.	Used Acetone to be refined  Reference your pick-up ticket #6389.	.43	236.50

*0-20 this w/h  
7-21- still down*

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
				11-1	300	000212	11-2	0

DELIVER TO: <b>D. O. Conner</b>	REQUISITIONED BY: <b>DOC</b>	DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer</b>
------------------------------------	---------------------------------	----------------	---

FORM-A-55-01      • SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •

PURCHASING

000163

FE

**PICK UP TICKET** No 6389

# Lenoir Refining Company

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. July 20, 1976

CTS of Asheville

Spyzland N.C.

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
<u>550</u>	<u>10</u>	<u>used Acetone</u>

Don Run

RECEIVED THE ABOVE

SIGNED: Joey

000164



**CTS OF ASHEVILLE, INC.**  
 manufacturer of electronic components

Phone 684-6451



TWX 510-935-0059

SKYLAND, NORTH CAROLINA 28776

*Purchase Expediter*

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A # 10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

USE WINDOW ENVELOPE FOR RETURN FOLD HERE

7a Lenoir Refining Company  
 638 Pennton Avenue  
 Lenoir, N. C.

DATE 9-14-76

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
36976					

**ORDER INFORMATION**

- 1. ( ) Please rush PRICES.
- 2. ( ) Acknowledge our order and give SHIPPING DATE.
- 3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
- 4. ( ) Is this order considered COMPLETE?
- 5. ( ) Please inform us about items BACK ORDERED.
- 6. ( ) CHANGE made on above order. Please acknowledge.

**SHIPPING INFORMATION**

- 7.  RUSH shipment. ADVISE earliest shipping date.
- 8. ( ) Will you SHIP on date requested?
- 9. ( ) WHY did you not ship as promised? WHEN will you ship?
- 10. ( ) IF SHIPPED advise method.
- 11. ( ) What PARTIAL shipment can you make and WHEN?
- 12. ( ) When can BALANCE of order be shipped?
- 13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
- 14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

**ACCOUNTING INFORMATION**

- 15. ( ) We require \_\_\_\_\_ INVOICE COPIES.
- 16. ( ) INVOICE enclosed RECEIVED IN ERROR.
- 17. ( ) We are RETURNING attached invoice.
- 18. ( ) PURCHASE ORDER NO. incorrect or missing.
- 19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
- 20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect. ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination. ( ) Unit Price incorrect.
  - ( ) Material wrong or defective.
- 21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
- 22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

**SERVICE AND OTHER INFORMATION**

- 23. ( ) If order has been shipped, MAIL INVOICE today.
- 24. ( ) Please forward CERTIFIED WEIGHT slip.
- 25. ( ) Please forward SHIPPING NOTICE.
- 26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
- 27. ( ) Material not received. TRACE AND ADVISE.
- 28. ( ) Please forward receipted FREIGHT BILL.
- 29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
- 30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

**REMARKS**

SIGNED J. E. Black, Buyer

*Reply*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE

SIGNED

000166

In Account With Invoice No. 17

# LENOIR REFINING COMPANY

Dial PL 4-6254 — PL 4-7234

638 Pennton Avenue

LENOIR, N.C.  
ASHEVILLE, N.C.

FEB 3 1975

Jan. 30 1975

CTS of Asheville, Inc.

Skyland, N. C. 28776

		PRICE	
-28-75	165 gal. Reclaimed Acetone	.43	\$70.95
	Order #34541 10-25-74		.71
	4418 ✓		<hr/> \$71.66
	<div style="border: 1px solid black; padding: 5px; width: fit-content;">           PRODUCE <i>[Signature]</i>            QUANTITY 16            ACETONE 73002         </div>		
	Tax 1% (3)		

000167

1171 (3)

In Account With Invoice No. 244

# LENOIR REFINING COMPANY

Dial PL 4-6254 — PL 4-7234 638 Pennton Avenue

LENOIR, N. C.

Oct. 9 1975

CTS of Asheville, Inc.  
Skyland, N. C. 28776

	PRICE
10-8-75	
590 gal. Reclaimed Acetone	.43
Tax 1%	\$253.70
	2.54
	-----
	\$256.24
DATE PAID	NOV 7 1975
CTS of Asheville, Inc.	

Order #704-A-35207

4418

PRICE OK	98
QUANTITY OK	
ACCOUNT	73102

RECEIVED  
OCT 14 1975  
CTS of Asheville

000168

DELIVERY TICKET No 6398

# Lenoir Refining Company

754-7234—754-3277

638 Pennton Avenue

LENOIR, N. C. Oct 8, 1975

DELIVERED TO

CTS of Asheville

Wayland, N.C.

GALLONS

500 Regular Acetone

Order #35207 7-8-75

**10 9 900**

COMPLETE ORDER \_\_\_\_\_

PART OF ORDER \_\_\_\_\_

BALANCE OF ORDER TO FOLLOW \_\_\_\_\_

RECEIVED THE ABOVE

SIGNED: \_\_\_\_\_

000169



# CTS OF ASHEVILLE, INC.

704-A-

## SKYLAND, N.C., U.S.A.

Phone: 704-684-6451  
TWX: 510-935-0059

No. 34832

### PURCHASE ORDER

VENDOR

Lenoir Refining Company  
618 Pennton Avenue  
Lenoir, N.C.

PURCHASE ORDER NO. MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND ALL CONTAINERS.

ACKNOWLEDGE AND INVOICE TO ABOVE ADDRESS.

PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED.

ROUTING INSTRUCTIONS: IF BY PARCEL POST TO SKYLAND, N. C. ALL OTHER METHODS TO MILLS GAP ROAD, ASHEVILLE, N. C.

NORTH CAROLINA USED TAX STATUS

EXEMPT-FOR RESALE  
CERTIFICATE # 901-9-011-11247

1% TAXABLE

4% TAXABLE

DRAWING ATTACHED

DATE REQUIRED:

ACCOUNT NO.

TERMS

F.O.B.

SHIP VIA:

P.O. DATE:

2-28-75

Net

E. O. P.

Your Truck

1-30-75

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1	385 gal R.C.2	Used Acetone to be refined 190 gal.	.43/gal.	\$165.50

ACK.	DEL.	EXP.	DEL.	REC. 5-2	QUANT. cp	INVOICE NO. 90	INV. DATE 5-10-75	BAL. DUE -
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DELIVER TO: Stores	REQUISITIONED BY: RI	DATE RECEIVED:	APPROVED BY: J. E. Black, Buyer/sc
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FORM-A-55-01 • SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •

PURCHASING

000170

FL



**PICK UP TICKET** N<sup>o</sup> 6042

# Lenoir Refining Company

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. Jan. 28, 1925

CTS of Asheville,  
Waynesville, N.C.,

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
385	7	used out one

RECEIVED THE ABOVE

SIGNED: Harold H. Lutz

000172

6-6

3

In Account With Invoice No. 90

# LENOIR REFINING COMPANY

638 Pennton Avenue

Dial PL 4-6254 — PL 4-7234

LENOIR, N. C.

MAY 12 1975

May 10 1975

CTS of Asheville

Skyland, N. C. 28776

	PRICE
5-2-75	
190 gal. Reclaimed Acetone	.43
Tax 1%	\$81.70
	.82
	-----
	\$82.52

4418

PRICE OK	PRO
QUANTITY OK	5
ACCOUNT #	73102

000173

RECEIVING REPORT

No.

RECEIVED FROM <i>Lenoil Refining Co</i>	DATE RECEIVED <i>3/2</i> 19 <i>32</i>	TIME AM PM
ADDRESS	PURCHASE ORDER NO. <i>34832</i>	
CITY AND STATE	REQUISITION NO.	
FOR DEPARTMENT	PRO. NO.	DATE 19
DELIVERED BY	CAR NO.	CAR INITIAL
INVOICE NO.	INVOICE AMOUNT	TOTAL NO. PKGS.
CHGS. PD.	CHGS. PD.	CHGS. COLLECT AMOUNT
QUANTITY	DESCRIPTION	
	WEIGHT	
	<i>170 gal Reclaimed Acetone</i>	
	<i>5 3 901</i>	
PARTIAL	COMPLETED	CAR LOADS
CASES	PKGS.	CRATES
BNDLS	BULK	BBLs
BAGS	DRUMS	CARTONS
REMARKS		
REC'D BY <i>R. Samuel</i>		

000174



# CTS OF ASHEVILLE, INC.

704-A-

**SKYLAND, N.C., U.S.A.**

Phone: 704-684-6451

TWX: 510-935-0059

No. 35704

VENDOR

Lenoir Refining Co.  
638 Pennton Avenue  
Lenoir, N. C.

**PURCHASE ORDER**

PURCHASE ORDER NO. MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND ALL CONTAINERS.

ACKNOWLEDGE AND INVOICE TO ABOVE ADDRESS.

PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED.

ROUTING INSTRUCTIONS: IF BY PARCEL POST TO SKYLAND, N. C. ALL OTHER METHODS TO MILLS GAP ROAD, ASHEVILLE, N. C.

## NORTH CAROLINA USED TAX STATUS

 EXEMPT-FOR RESALE

CERTIFICATE # 901-9-011-11247

 1% TAXABLE 4% TAXABLEDRAWING ATTACHED 

DATE REQUIRED: <b>12-15-75</b>	ACCOUNT NO.	TERMS <b>as inv'd</b>	F. O. B. <b>Our plant</b>	SHIP VIA: <b>Your truck</b>	P. O. DATE: <b>11-4-75</b>
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ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
	770 gal.	Used Acetone to be refined	.43	331.10

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
				12-29	580	000015	12-30	
DELIVER TO: <b>Warehouse</b>		REQUISITIONED BY: <b>JB</b>		DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer</b>			

FORM-A-55-01

• SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •

PURCHASING

000175 *EE*



PICK UP TICKET No 6370

**Lenoir Refining Company**

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. Nov. 3, 1975

C. I. S. of Asheville  
Asheville N.C.

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
<u>770</u>	<u>14</u>	<u>used acetone</u>

RECEIVED THE ABOVE

SIGNED: Jaap

000177



In Account With

000015

5

# LENOIR REFINING COMPANY

263 Pennton Avenue, N.W.

Phone 754-7234 Day  
754-7327 Night

Lenoir, N. C. 28645

RECEIVED

Dec. 30 1975

C T S of Asheville

JAN 05 '76

Skyland, N. C. 28776

C T S of Asheville

	PRICE	
12-29-75	580 gal. Reprocessed Acetone	
	Tax 1%	
		•43
		\$249.40
		2.49
		-----
		\$251.89

Order #35704 11-4-75

44 18

98

PRICE 2X	98
QUANTITY ON	73102
AVAIL	

DATE PAID

JAN 3 0 1976

CTS of Asheville, Inc.

000178



# CTS OF ASHEVILLE, INC.

704-A-

**SKYLAND, N.C., U.S.A.**Phone: 704-684-6451  
TWX: 510-935-0059

No. 35207

VENDOR

**Lenoir Refining Co.  
638 Pennton Avenue  
Lenoir, N.C.****PURCHASE ORDER**

PURCHASE ORDER NO. MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND ALL CONTAINERS.

ACKNOWLEDGE AND INVOICE TO ABOVE ADDRESS. PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED. ROUTING INSTRUCTIONS: IF BY PARCEL POST TO SKYLAND, N. C. ALL OTHER METHODS TO MILLS GAP ROAD, ASHEVILLE, N. C.

NORTH CAROLINA USED TAX STATUS

 EXEMPT-FOR RESALE 1% TAXABLE 4% TAXABLEDRAWING ATTACHED 

CERTIFICATE # 901-9-011-11247

DATE REQUIRED:

ACCOUNT NO. TERMS

F.O.B.

SHIP VIA:

P.O. DATE:

8-4-75

Net

D.P.

Your Truck

7-8-75

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1	825 Gal.	Acetone to be refined pick up ticket #6470 reference your	.43/gal.	\$354.75

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
				10-9	590	244	10-9	

DELIVER TO:

Warehouse

REQUISITIONED BY:

RI

DATE RECEIVED:

APPROVED BY:

J.E. Black, Buyer/sc

FORM-A-55-01

• SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •

PURCHASING

000180



**PICK UP TICKET** N<sup>o</sup> 6470

# Lenoir Refining Company

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. July 7, 1975

C TS of Asheville  
Skyland, N.C.

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
825	15	used acetone

RECEIVED THE ABOVE

SIGNED: Jack

000182

# CTS OF ASHEVILLE, INC.

manufacturer of electronic components

Phone 684-6451

TWX 510-935-0059



SKYLAND, NORTH CAROLINA 28776

## Purchase Expediter

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A #10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

Lenoir Refining Co.  
638 Pennton Avenue  
Lenoir, Nc

WINDOW  
SLOPE  
RETURN  
FOLD HERE

7a

DATE 9-19-75

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
704-A-35207					

### ORDER INFORMATION

1. ( ) Please rush PRICES.
2. ( ) Acknowledge our order and give SHIPPING DATE.
3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
4. ( ) Is this order considered COMPLETE?
5. ( ) Please inform us about items BACK ORDERED.
6. ( ) CHANGE made on above order. Please acknowledge.

### SHIPPING INFORMATION

7. (X) RUSH shipment. ADVISE earliest shipping date.
8. ( ) Will you SHIP on date requested?
9. ( ) WHY did you not ship as promised? WHEN will you ship?
10. ( ) IF SHIPPED advise method.
11. ( ) What PARTIAL shipment can you make and WHEN?
12. ( ) When can BALANCE of order be shipped?
13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

### ACCOUNTING INFORMATION

17. ( ) We require \_\_\_\_\_ INVOICE COPIES.
18. ( ) INVOICE enclosed RECEIVED IN ERROR.
19. ( ) We are RETURNING attached invoice.
20. ( ) PURCHASE ORDER NO. incorrect or missing.
19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect. ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination. ( ) Unit price incorrect.
  - ( ) Material wrong or defective.
21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

### SERVICE AND OTHER INFORMATION

23. ( ) If order has been shipped, MAIL INVOICE today.
24. ( ) Please forward CERTIFIED WEIGHT slip.
25. ( ) Please forward SHIPPING NOTICE.
26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
27. ( ) Material not received. TRACE AND ADVISE.
28. ( ) Please forward receipted FREIGHT BILL.
29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

### REMARKS

SIGNED J. E. Black, Buyer/sc

Reply

DATE

SIGNED

000183

SENDER: RETAIN THIS COPY

**CTS OF ASHEVILLE, INC.**  
 manufacturer of electronic components

Phone 684-6451

TWX 510-935-0059



SKYLAND, NORTH CAROLINA 28776

*Purchase Expediter*

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A #10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

USE WINDOW ENVELOPE FOR RETURN (FOLD HERE)

7a

Lenoir Refining Co.  
 638 Pennton Avenue  
 Lenoir, N. C.

DATE

10-7-75

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
704-A-35207					

ORDER INFORMATION

1. ( ) Please rush PRICES.
2. ( ) Acknowledge our order and give SHIPPING DATE.
3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
4. ( ) Is this order considered COMPLETE?
5. ( ) Please inform us about items BACK ORDERED.
6. ( ) CHANGE made on above order. Please acknowledge.

SHIPPING INFORMATION

7. ( ) RUSH shipment. ADVISE earliest shipping date.
8. ( ) Will you SHIP on date requested?
9. (X) WHY did you not ship as promised? WHEN will you ship?
10. ( ) IF SHIPPED advise method.
11. ( ) What PARTIAL shipment can you make and WHEN?
12. ( ) When can BALANCE of order be shipped?
13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

ACCOUNTING INFORMATION

15. ( ) We require \_\_\_\_\_ INVOICE COPIES.
16. ( ) INVOICE enclosed RECEIVED IN ERROR.
17. ( ) We are RETURNING attached invoice.
18. ( ) PURCHASE ORDER NO. incorrect or missing.
19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect. ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination. ( ) Unit price incorrect.
  - ( ) Material wrong or defective.
21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

SERVICE AND OTHER INFORMATION

23. ( ) If order has been shipped, MAIL INVOICE today.
24. ( ) Please forward CERTIFIED WEIGHT slip.
25. ( ) Please forward SHIPPING NOTICE.
26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
27. ( ) Material not received. TRACE AND ADVISE.
28. ( ) Please forward receipted FREIGHT BILL.
29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

REMARKS Delivery for the above purchase order was 8-4-75. Please advise reason for delay, and advise shipping date.

SIGNED J. E. Black, Buyer

*Reply*

DATE

SIGNED

000184

In Account With Invoice No. 59

# LENOIR REFINING COMPANY

638 Pennton Avenue

Dial PL 4-6254 — PL 4-7234

LENOIR, N. C.

March 19 74

CTS of Asheville

Skyland, N. C. 28776

	PRICE
3-18-74	
110 gal. Reclaimed Acetone	.40
Tax 1% (2)	.44
Order #704-A-32895 dated 1-23-74	.44
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>90</p> <p>730</p> </div> <p style="text-align: right; margin-top: 20px;"> <b>RECEIVED</b>  <b>MAR 21 1974</b>            CTS OF            ASHEVILLE, N. C.         </p>	<p>\$44.00</p> <hr style="border-top: 1px dashed black;"/> <p>\$44.44</p>

000185



In Account With Invoice No. 16

# LENOIR REFINING COMPANY

638 Pennton Avenue

Dial PL 4-6254 — PL 4-7234

LENOIR, N. C.

Jan. 24 1974

CTS of Asheville

Skyland, N. C. 28776

	PRICE
1-21-74	
440 gal. Reclaimed Acetone	.40
Tax 1%	\$176.00
(8)	1.76
	-----
	\$177.76

Order #32808 dated 1-7-74

RECEIVED  
 JAN 29 1974  
 CTS of  
 ASHEVILLE N. C.

000187





# CTS OF ASHEVILLE, INC.

SKYLAND, N.C., U.S.A.

704-A-

Phone: Arden, N. C. MUTUAL 4-6451

No. 32808

VENDOR

**Lenoir Refining Company**  
**638 Peanton Avenue**  
**Lenoir, N. C.**

PURCHASE ORDER

PURCHASE ORDER NO. MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND ALL CONTAINERS.

ACKNOWLEDGE AND INVOICE TO ABOVE ADDRESS.

PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED.

ROUTING INSTRUCTIONS: IF BY PARCEL POST TO SKYLAND, N. C. ALL OTHER METHODS TO MILLS GAP ROAD, ASHEVILLE, N. C.

NORTH CAROLINA USED TAX STATUS

EXEMPT-FOR RESALE  
CERTIFICATE # 901-9-011-11247

1% TAXABLE

3% TAXABLE

DRAWING ATTACHED

DATE REQUIRED: <b>1-12-74</b>	ACCOUNT NO.	TERMS <b>As Inv.</b>	F. O. B. <b>Our Plant</b>	SHIP VIA: <b>Your Truck</b>	P. O. DATE: <b>1-7-74</b>
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ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1.	605 gal.	Acetone, to be reclaimed	.40/gal.	242.00

*(CP)*

*over*

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
					<del>105</del> <i>495</i>			<i>-0-</i>

DELIVER TO: <b>O. Moore</b>	REQUISITIONED BY: <b>OM</b>	DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer/ah</b>
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FORM-A-55-01 • SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •

PURCHASING

000189

FE





**DELIVERY TICKET** No 1025

**Lenoir Refining Company**

754-7234—754-3277

638 Pennton Avenue

DELIVERED TO *NO-ORDER NO* LENOIR, N. C. \_\_\_\_\_, 19\_\_\_\_  
*32808*

*City of Lenoir*  
*Hy. Fuel Tank*

GALLONS	

COMPLETE ORDER \_\_\_\_\_

PART OF ORDER \_\_\_\_\_

BALANCE OF ORDER TO FOLLOW \_\_\_\_\_

RECEIVED THE ABOVE

SIGNED: \_\_\_\_\_

000191





# CTS OF ASHEVILLE, INC.

704-A-

**SKYLAND, N.C., U.S.A.**Phone: 704-684-6451  
TWX: 510-935-0059

No. 34541

VENDOR

Lenoir Refining Company  
638 Pennton Avenue  
Lenoir, N. C.**PURCHASE ORDER**

PURCHASE ORDER NO. MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND ALL CONTAINERS.

ACKNOWLEDGE AND INVOICE TO ABOVE ADDRESS.

PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED.

ROUTING INSTRUCTIONS: IF BY PARCEL POST TO SKYLAND, N. C. ALL OTHER METHODS TO MILLS GAP ROAD, ASHEVILLE, N. C.

## NORTH CAROLINA USED TAX STATUS

 EXEMPT-FOR RESALE 1% TAXABLE 4% TAXABLEDRAWING ATTACHED 

CERTIFICATE # 901-9-011-11247

DATE REQUIRED:

ACCOUNT NO.

TERMS

F. O. B.

SHIP VIA:

P. O. DATE:

11-22-74

Net

O. P.

Your Truck

10-25-74

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1	275	Used Acetone to be refined (Your pick up ticket #6327)	.43/gal.	\$118.25

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
				1-29	165	17	1-30-75	-0-

DELIVER TO: <b>O. Moore</b>	REQUISITIONED BY: <b>JB</b>	DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer/ac</b>
--------------------------------	--------------------------------	----------------	--

FORM-A-55-01 • SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •

PURCHASING

000193

FL



**PICK UP TICKET** No 6327

# Lenoir Refining Company

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. June 21, 1974

CTS of Asheville  
Asheville, N. C.

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
<u>275</u>	<u>5</u>	<u>used acetone</u>

RECEIVED THE ABOVE

SIGNED: Harold H. Seizer

000195

# GTS OF ASHEVILLE, INC.

manufacturer of electronic components

Phone 684-6451



TWX 510-935-0059

SKYLAND, NORTH CAROLINA 28776

## Purchase Expediter

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A #10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

WINDOW ENVELOPE RETURN SLID HERE

7a Lenoir Refining Company  
638 Pennton Avenue  
Lenoir, N. C.

DATE 12-12-74

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
704-A-34541					

### ORDER INFORMATION

1. ( ) Please rush PRICES.
2. ( ) Acknowledge our order and give SHIPPING DATE.
3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
4. ( ) Is this order considered COMPLETE?
5. ( ) Please inform us about items BACK ORDERED.
6. ( ) CHANGE made on above order. Please acknowledge.

### SHIPPING INFORMATION

7.  RUSH shipment. ADVISE earliest shipping date.
8. ( ) Will you SHIP on date requested?
9. ( ) WHY did you not ship as promised? WHEN will you ship?
10. ( ) IF SHIPPED advise method.
11. ( ) What PARTIAL shipment can you make and WHEN?
12. ( ) When can BALANCE of order be shipped?
13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

### ACCOUNTING INFORMATION

15. ( ) We require \_\_\_\_\_ INVOICE COPIES.
- ( ) INVOICE enclosed RECEIVED IN ERROR.
- ( ) We are RETURNING attached invoice.
- ( ) PURCHASE ORDER NO. incorrect or missing.
19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect. ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination. ( ) Unit price incorrect.
  - ( ) Material wrong or defective.
21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

### SERVICE AND OTHER INFORMATION

23. ( ) If order has been shipped, MAIL INVOICE today.
24. ( ) Please forward CERTIFIED WEIGHT slip.
25. ( ) Please forward SHIPPING NOTICE.
26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
27. ( ) Material not received. TRACE AND ADVISE.
28. ( ) Please forward receipted FREIGHT BILL.
29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

### REMARKS

SIGNED J. E. Black, Buyer/sc

Reply

DATE

000196

SIGNED

SENDER: RETAIN THIS COPY

# GTS OF ASHEVILLE, INC.

manufacturer of electronic components

Phone 684-6451

TWX 510-935-0059



SKYLAND, NORTH CAROLINA 28776

## Purchase Expediter

PLEASE REPLY IMMEDIATELY

BY PHONE

BY WIRE

ON THIS FORM

PLEASE SAVE YOUR TIME AND OURS, BY COMPLETING THIS FORM RATHER THAN WRITING A LETTER. FORM MAY BE RETURNED IN A #10 WINDOW ENVELOPE. FOLD AS INDICATED AT UPPER LEFT.

USE WINDOW ENVELOPE FOR RETURN FOLD HERE

70

Lenoir Refining Company  
638 Pennton Avenue  
Lenoir, NC

DATE 1-20-75

OUR PURCHASE ORDER NO.	YOUR INVOICE NO.	YOUR ORDER NO.	INVOICE DATE	INVOICE AMOUNT	REFERENCE
704-A-34541					

### ORDER INFORMATION

1. ( ) Please rush PRICES.
2. ( ) Acknowledge our order and give SHIPPING DATE.
3. ( ) Please mail us ACCEPTANCE COPY of our Purchase Order.
4. ( ) Is this order considered COMPLETE?
5. ( ) Please inform us about items BACK ORDERED.
6. ( ) CHANGE made on above order. Please acknowledge.

### SHIPPING INFORMATION

7.  RUSH shipment. ADVISE earliest shipping date.
8. ( ) Will you SHIP on date requested?
9. ( ) WHY did you not ship as promised? WHEN will you ship?
10. ( ) IF SHIPPED advise method.
11. ( ) What PARTIAL shipment can you make and WHEN?
12. ( ) When can BALANCE of order be shipped?
13. ( ) Please make certain order is SHIPPED VIA \_\_\_\_\_
14. ( ) Please make SHIPMENT RELEASES as shown under Remarks.

### ACCOUNTING INFORMATION

15. ( ) We require \_\_\_\_\_ INVOICE COPIES.
16. ( ) INVOICE enclosed RECEIVED IN ERROR.
17. ( ) We are RETURNING attached invoice.
18. ( ) PURCHASE ORDER NO. incorrect or missing.
19. ( ) PRICE  TERMS  DISCOUNT  do not agree with quotation.
20. ( ) Please forward CORRECTED INVOICE or CREDIT MEMO for following reason:
  - ( ) Quantity incorrect. ( ) Extension incorrect.
  - ( ) Should be F. O. B. destination. ( ) Unit price incorrect.
  - ( ) Material wrong or defective.
21. ( ) SALES TAX not applicable. Exemption No. is \_\_\_\_\_
22. ( ) We have no record of RECEIVING INVOICE NO. \_\_\_\_\_ shown on your statement. Please send duplicate invoice.

### SERVICE AND OTHER INFORMATION

23. ( ) If order has been shipped, MAIL INVOICE today.
24. ( ) Please forward CERTIFIED WEIGHT slip.
25. ( ) Please forward SHIPPING NOTICE.
26. ( ) Please show PURCHASE ORDER NUMBER on papers referred to or attached.
27. ( ) Material not received. TRACE AND ADVISE.
28. ( ) Please forward receipted FREIGHT BILL.
29. ( ) We have NO RECORD of transaction covered by your invoice. Advise date of shipment, name of person placing order and furnish signed delivery receipt.
30. ( ) Please complete and return our REQUEST FOR QUOTATION dated \_\_\_\_\_

### REMARKS

SIGNED J. E. Black, Buyer/sc

Reply

DATE

SIGNED

000197



# CTS OF ASHEVILLE, INC.

704-A-

**SKYLAND, N.C., U.S.A.**

Phone: 704-684-6451

TWX: 510-935-0059

No. 33336

<b>VENDOR</b>  <b>Lenoir Refining Company</b> <b>638 Pennton Avenue</b> <b>Lenoir, N. C.</b>	<b>PURCHASE ORDER</b>  PURCHASE ORDER NO. MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND ALL CONTAINERS. ACKNOWLEDGE AND INVOICE TO ABOVE ADDRESS. PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS. THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED. ROUTING INSTRUCTIONS: IF BY PARCEL POST TO SKYLAND, N. C. ALL OTHER METHODS TO MILLS GAP ROAD, ASHEVILLE, N. C.
--	--

**NORTH CAROLINA USED TAX STATUS**

EXEMPT-FOR RESALE CERTIFICATE # 901-9-011-11247     
  1% TAXABLE     
  4% TAXABLE     
 DRAWING ATTACHED

DATE REQUIRED: <b>4-11-74</b>	ACCOUNT NO.	TERMS <b>As Inv.</b>	F. O. B. <b>Our Plant</b>	SHIP VIA: <b>Your Truck</b>	P. O. DATE: <b>3-21-74</b>
----------------------------------	-------------	-------------------------	------------------------------	--------------------------------	-------------------------------

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
1.	550 gal.	Acetone to be refined - (picked up 3-19-74)	<del>40</del> 53/gal.	\$220.00

④

*5-1 - to deliver 5-6 or 5-8*

ACK.	DEL.	EXP.	DEL.	REC.	QUANT.	INVOICE NO.	INV. DATE	BAL. DUE
				5-6	300	98	5-8	-0-

DELIVER TO: <b>G. Moore</b>	REQUISITIONED BY: <b>JES</b>	DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer/ah</b>
--------------------------------	---------------------------------	----------------	--

FORM-A-55-01

• SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •

**PURCHASING**

000198



In Account With Invoice No. 98

# LENOIR REFINING COMPANY

638 Pennton Avenue

Dial PL 4-6254 — PL 4-7234

LENOIR, N. C.

May 8 1974

CTS of Asheville

Skyland, N. C. 28776

	PRICE
5-6-74	.43
300 gal. Reclaimed Acetone	\$129.00
Tax 1%	1.29
	-----
	\$130.29

Order #33336 dated 3-21-74

448 W ✓

98

730

RECEIVED  
MAY 10 1974  
C. T. S. OF  
ASHEVILLE, N. C.

000200





# CTS OF ASHEVILLE, INC.

704-A-

## SKYLAND, N.C., U.S.A.

Phone: 704-684-6451

TWX: 510-935-0059

### No. 34277

VENDOR

**Lenoir Refining Co.**  
638 Pennton Ave.  
Lenoir, N. C.

**PURCHASE ORDER**

PURCHASE ORDER NO. MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND ALL CONTAINERS.

ACKNOWLEDGE AND INVOICE TO ABOVE ADDRESS.

PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED.

ROUTING INSTRUCTIONS: IF BY PARCEL POST TO SKYLAND, N. C. ALL OTHER METHODS TO MILLS GAP ROAD, ASHEVILLE, N. C.

NORTH CAROLINA USED TAX STATUS

EXEMPT-FOR RESALE CERTIFICATE # 901-9-011-11247       1% TAXABLE       4% TAXABLE      DRAWING ATTACHED

DATE REQUIRED: <b>9-6-74</b>	ACCOUNT NO.	TERMS <b>Net</b>	F. O. B. <b>C. P.</b>	SHIP VIA: <b>BO T.</b>	P. O. DATE: <b>5-12-74</b>
---------------------------------	-------------	---------------------	--------------------------	---------------------------	-------------------------------

ITEM	QUANTITY	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL
	<b>660 gal.</b>	<b>Used Acetone to be refined - (Your pick up ticket #5818)</b>	<b>.43</b>	<b>283.80</b>

*(Handwritten circled '4')*

*10-17- total 10-21  
9-25 - w/h 9-30*

ACK.	DEL.	EXP.	DEL.	REC. <b>10-11</b>	QUANT. <b>440</b>	INVOICE NO. <b>212</b>	INV. DATE <b>10-20</b>	BAL. DUE
------	------	------	------	----------------------	----------------------	---------------------------	---------------------------	----------

DELIVER TO: <b>O. Moore</b>	REQUISITIONED BY: <b>JB</b>	DATE RECEIVED:	APPROVED BY: <b>J. E. Black, Buyer/sc.</b>
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FORM-A-55-01      • SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA •      **FE**

PURCHASING      000202

**PICK UP TICKET** No 5818

**Lenoir Refining Company**

Dial PL 4-6254—PL 4-7234

638 Pennton Avenue

LENOIR, N. C. Aug. 12, 1974

*C.T.S. of Asheville*  
*Skyway, N.C.*

GALLONS	DRUMS	USED SOLVENT PICKED UP TO CLEAN AND RETURN
<i>660</i>	<i>12</i>	<i>and acetone</i>
		<i>picked up.</i>

RECEIVED THE ABOVE

SIGNED:

*Harold H. Sizer*

000203



In Account With Invoice No. 212

# LENOIR REFINING COMPANY

638 Fennton Avenue

Dial PL 4-6254 — PL 4-7234

LENOIR, N. C.

Oct. 26 1974

RECEIVED  
OCT 29 1974  
CTS of Asheville

11-22-74

CTS of Asheville

Skyland, N. C. 28776

	PRICE						
10-21-74	.43						
8-12-74	.43						
8-12-74	.80						
440 gal. Reclaimed Acetone Order #34277 dated 8-12-74 193 gal. Reclaimed Acetone 55 gal. Reclaimed Acetone (Sold for trial)	\$189.20 82.99 44.00 ----- 316.19 3.16 ----- \$319.35						
Tax 1%							
<table border="1"> <tr> <td>PRICE OK <input checked="" type="checkbox"/></td> <td>319.35</td> </tr> <tr> <td>QUANTITY OK <input checked="" type="checkbox"/></td> <td>95</td> </tr> <tr> <td>ACCOUNT # 130</td> <td></td> </tr> </table>		PRICE OK <input checked="" type="checkbox"/>	319.35	QUANTITY OK <input checked="" type="checkbox"/>	95	ACCOUNT # 130	
PRICE OK <input checked="" type="checkbox"/>	319.35						
QUANTITY OK <input checked="" type="checkbox"/>	95						
ACCOUNT # 130							

4418

000205





In Account With Invoice No. 261

# LENOIR REFINING COMPANY

638 Pennton Avenue

Dial PL 4-6254 — PL 4-7234

LENOIR, N. C.

Dec. 27 1973

CTS of Asheville

Skyland, N. C. 28776

	PRICE
12-19-73	
825 gal. Reclaimed Acetone	.40
Tax 1%	
(15)	\$330.00
	3.30
	<u>\$333.30</u>

Order #32703 dated 12-5-73

*JA*  
*730*  
*RECEIVED*  
*MAN*

000208



In Account With Invoice No. 253

# LENOIR REFINING COMPANY

638 Pennton Avenue

Dial PL 4-6254 — PL 4-7234

LENOIR, N. C.

Dec. 10 1973

CTS of Asheville Inc.

Skyland, N. C. 28776

	PRICE	
Sept. 4-73	.40	\$ 98.00
Nov. 5-73	.40	66.00
Nov. 5-73	.40	110.00
Dec. 5-73	.40	176.00
		450.00
		4.50
		\$454.50

✓ 245 gal. Reclaimed Acetone  
 ✓ 165 gal. " "  
 ✓ 275 gal. " "  
 Order #32131 dated 9-5-73  
 ✓ 440 gal. Reclaimed Acetone  
 Order #32488 dated 10-30-73

Tax 1%

RECEIVED

DEC 12 1973

CTS OF ASHEVILLE, N. C.

98

730

000210

RECEIVED FROM		<i>Lenox Refining Co.</i>			DATE RECEIVED	<i>11/5/73</i>	19	TIME	AM	PM	
ADDRESS					PURCHASE ORDER NO.		<i>32131</i>				
CITY AND STATE					REQUISITION NO.						
FOR DEPARTMENT					PRO. NO.	DATE					
DELIVERED BY					CAR NO.	19					
INVOICE NO.		DATE	INVOICE AMOUNT	TOTAL NO. PKGS.	CHGS. PD.	CHGS. COLLECT AMOUNT					
		19									
QUANTITY	DESCRIPTION							WEIGHT			
<i>165</i>	<i>gms. Reciprocated Rectone</i>										
	<i>no. lot - no</i>										
	<i>There was no order no on this packing ticket but applied to this order no 32131 as of now.</i>										
PARTIAL	COMPLETED	CAR LOADS	CASES	PKGS.	CRATES	BNDLS.	BULK	BBLs.	BAGS	DRUMS	CARTONS
<input checked="" type="checkbox"/>											
REMARKS											
REC'D BY <i>J. Doster</i>											

RECEIVING REPORT

No.

000211

RECEIVED FROM <i>Senior Refining Co</i>		DATE RECEIVED <i>12/6/73</i> 19		TIME AM PM							
ADDRESS		PURCHASE ORDER NO. <i>32488</i>									
CITY AND STATE		REQUISITION NO.									
FOR DEPARTMENT		PRO. NO.		DATE 19							
DELIVERED BY		CAR NO.		CAR INITIAL							
INVOICE NO.	DATE 19	INVOICE AMOUNT	TOTAL NO. PKGS.	CHGS. PD.	CHGS. COLLECT AMOUNT						
QUANTITY	DESCRIPTION				WEIGHT						
<i>245</i>	<i>gals reclaimed acetone</i>										
	<i>No lot no</i>										
PARTIAL	COMPLETED	CARLOADS	CASES	PKGS.	CRATES	BNDLS.	BULK	BBLS.	BAGS	DRUMS	CARTONS
<input checked="" type="checkbox"/>											
REMARKS											
REC'D BY <i>J. Southern</i>											

UNION PACIFIC

RECEIVING REPORT

No.

000212

RECEIVED FROM		<i>Lenoir Refining Co.</i>			DATE RECEIVED	11/5/73 19		TIME			
ADDRESS					PURCHASE ORDER NO.		32131				
CITY AND STATE					REQUISITION NO.						
FOR DEPARTMENT					PRO. NO.	DATE					
DELIVERED BY					CAR NO.	CAR INITIAL					
INVOICE NO.	DATE	INVOICE AMOUNT	TOTAL NO. PKGS.	CHGS. PD.	CHGS. COLLECT AMOUNT						
	19										
QUANTITY	DESCRIPTION				WEIGHT						
275	<i>gal. reclaimed motor</i>										
	<i>NP-64-10</i>										
PARTIAL	COMPLETED	CAR LOADS	CASES	PKGS.	CRATES	BNDLS.	BULK	BBLs.	BAGS	DRUMS	CARTONS
✓											
REMARKS											
REC'D BY <i>A. Sautter</i>											

UARGO IND.

RECEI / REPORT

No.

000213

RECEIVED FROM <i>Lewis Refining Co.</i>		DATE RECEIVED <i>12/6/31</i>		TIME AM PM							
ADDRESS		PURCHASE ORDER NO. <i>32131</i>									
CITY AND STATE		REQUISITION NO.									
FOR DEPARTMENT		PRO. NO.		DATE 19							
DELIVERED BY		CAR NO.		CAR INITIAL							
INVOICE NO.	DATE 19	INVOICE AMOUNT	TOTAL NO. PKGS.	CHGS. PD.	CHGS. COLLECT AMOUNT						
QUANTITY	DESCRIPTION				WEIGHT						
<i>440</i>	<i>gals. Reclaimed Acetone</i>										
	<i>NO - lot - NO</i>										
PARTIAL	COMPLETED	CAR LOADS	CASES	PKGS.	CRATES	BNDLS.	BULK	BBLS.	BAGS	DRUMS	CARTONS
<input checked="" type="checkbox"/>											
REMARKS											
REC'D BY <i>J. Panther</i>											

WASCO INC.

RECEIVING REPORT

No.

000214

152M

cc NLL 1/29



RECEIVED

JAN 29 1986

CTS - Asheville

North Carolina Department of Human Resources  
Division of Health Services  
P.O. Box 2091 • Raleigh, North Carolina 27602-2091

James G. Martin, Governor  
Phillip J. Kirk, Jr., Secretary

Ronald H. Levine, M.D., M.P.H.  
State Health Director

Mr. Charles R. Beitner  
CTS Corp - Asheville Div.  
PO BOX 100  
Skyland, NC 28776

Date: January 21, 1986

Re: Facility ID No. NCD003149556

Dear Mr. Beitner:

Based on information supplied by you, we have processed and accepted at the State level your request for the facility identified with the above ID number to receive the indicated change in classification under RCRA:

<u>Add As</u>	<u>Delete As</u>	
_____	<u>X</u>	generator
_____	_____	transporter
_____	_____	treater
_____	_____	storer
_____	_____	disposer
<u>X</u>	_____	small generator

We are advising the EPA of the change in your status. Please notify us if there is any further change in your operations which would again affect your status.

Your EPA ID NO. is \_\_\_\_\_ being cancelled  
is not X being cancelled.

Cordially,  
*Keith Lawson*  
Keith Lawson, Environmental Chemist  
Solid & Hazardous Waste Management Branch  
Environmental Health Section

cc: Doug McCurry, EPA Region IV  
Emil Breckling  
Jim Patterson  
Buncombe Co. Health Dept.

000215

RB

February 6, 1986

152M

**CTS.**

Mr. William L. Meyer  
Solid & Hazardous Waste Management Branch  
PO Box 2091  
Raleigh, NC 27602

Subject: Annual Fees Billing for Handlers of Hazardous Waste

Dear Sir:

I received your second notice for annual fees dated January 28, 1986. In December 1985 CTS of Asheville sold all their plating equipment and process to Arden Electroplating, Inc. This qualifies CTS of Asheville as a small generator.

On January 21, 1986, North Carolina Department of Human Resources Division of Health Service changed our classification to a small generator. CTS of Asheville's facility ID number is NCD003149556.

Yours truly,

CTS CORPORATION  
Asheville Division

Norman Lewis  
Coordinator

bcd

000216

# MSD Metropolitan Sewerage District of Buncombe County, North Carolina.

W. H. Mull, P. E., Engineer-Manager  
R.O. Box 7157, Asheville, N. C. 28807  
Telephone: Area Code 704-255-5383

Anthony Redmond, General Counsel



C. LeRoy Robinson, Asheville  
Chairman  
M. Leon Williams, Buncombe Co.  
Vice-Chairman  
Paul W. Warlick, Biltmore Forest  
Ben Clark, Weaverville  
D. Frank Hyatt, Asheville  
Larry S. McDevitt, Buncombe Co.  
Frank S. Smith III, Buncombe Co.  
P. P. Dillingham, Woodfin  
Paul E. Griffith, Black Mountain  
Walter J. Boggs, Asheville

August 7, 1978

RECEIVED

AUG 08 '78

CTS OF  
Asheville

Mr. C. R. Beitner  
President/General Manager  
CTS of Asheville, Inc.  
P. O. Box 100  
Skyland, NC 28776

Subject: Industrial Waste Discharge Permit  
CTS of Asheville, Inc.

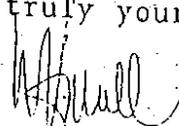
Dear Mr. Beitner:

In accordance with your application dated October 11, 1977, and the accompanying plans and specifications, we are transmitting herewith Permit Number 010 for the discharge of pretreated industrial wastes into the sewerage system served by the Metropolitan Sewerage District of Buncombe County. Installation and operation of pretreatment facilities necessary to comply with this permit are to be completed on or before March 1, 1979. Your attention is called to the conditions and limitations specified in the Permit.

This permit shall be effective from August 10, 1978, until September 1, 1979. A request for renewal of this permit must be submitted at least ninety days prior to its expiration.

We would like to extend our appreciation to you and your staff for the excellent cooperation given to District personnel. If we can be of assistance, please advise.

Very truly yours,

  
W. H. Mull, P. E.  
Engineer-Manager

WHM/jc

Enclosure

cc: Mr. Anthony Redmond  
Mr. Roy M. Davis  
Mr. R. C. Ensley



000217

METROPOLITAN SEWERAGE DISTRICT

OF

BUNCOMBE COUNTY, NORTH CAROLINA

P E R M I T

For the Discharge of Industrial Wastes into  
the Sewerage System served by the District

---

In accordance with the provisions of the REGULATIONS FOR DISCHARGE FOR WASTE-  
WATERS INTO THE SANITARY SEWERAGE SYSTEM OF THE METROPOLITAN SEWERAGE DISTRICT OF  
BUNCOMBE COUNTY, NORTH CAROLINA, and other applicable laws, rules, and regulations.

PERMISSION IS HEREBY GRANTED TO

CTS of Asheville, Inc.  
Mills Gap Road  
P. O. Box 100  
Skyland, NC 28776

FOR THE

discharge of wastewaters from metal finishing operations in an amount not to exceed  
50 gallons per minute, nor exceed an hourly discharge rate that will contravene the  
limitations specified below, and the construction and/or operation of facilities  
necessary to:

- (1) Limit heavy metal concentrations to 1.0 mg/l or less each for  
Total Chrome, Cadmium, Copper, Nickel, Silver, and Zinc; limit  
amenable Cyanide to 0.08 mg/l;
- (2) Control the pH of the discharge to keep within the limits of 6.0  
to 10;
- (3) Limit waste containing more than 50 mg/l of petroleum oil, non-  
biodegradable cutting oils, or products of mineral origin;
- (4) Meet all other applicable provisions of the District's REGULATIONS.

Wastewaters are to be discharged to the sewer for treatment in the District's  
Main Wastewater Treatment Plant.

This Permit shall be effective from the date of its issuance until September 1,  
1979, and shall be subject to the following specified conditions and limitations:

- (1) This Permit is issued as the result of an application submitted  
by the Grantee on October 11, 1977, but places restrictions and  
limitations on the volume and characteristics as outlined herein.

000218

- (2) All facilities installed or constructed by the Grantee in order to meet conditions specified in this Permit shall be properly operated and maintained at all times.
- (3) Ultimate sludge disposal shall be in accordance with the North Carolina Division of Health Services requirements.
- (4) Provide and maintain facilities necessary to prevent accidental discharge of prohibited materials.
- (5) Any pollutant parameters contained in this Permit or the District's REGULATIONS shall be subject to modification based upon either:
  - (a) The promulgation of pretreatment standards by the Environmental Protection Agency or The State of North Carolina; or
  - (b) The imposition of effluent limitations upon the MSD's wastewater treatment facilities by either the Environmental Protection Agency or The State of North Carolina.

Additionally, limits may be placed upon pollutant parameters not presently itemized specifically in either this Permit or the District's REGULATIONS upon the determination by either the District, the State, or the Federal Government that such limitations are necessary.

- (6) The Grantee shall, at least ninety (90) days prior to the expiration of this Permit, request its extension. Upon receipt of the request, the District Board will review the adequacy of the facilities described herein and, if indicated, will extend the Permit for such period of time and under such conditions and limitations as the Board deems proper.
- (7) This Permit shall become void upon determination that the Grantee has failed to meet any provision contained herein.
- (8) This Permit is not transferable.

Permit issued this the 10th day of August, 1978.

By: W. H. Mull, Engineer-Manager  
Metropolitan Sewerage District  
of Buncombe County

Permit No. 010

INDUSTRIAL USER PRETREATMENT PROGRAM (40 CFR 403)  
 Initial 180 Day Facility Report 403.12(b)  
 (Reporting Frequency - 180 Days After the  
 Effective Date of the Federal Pretreatment Standard)

IDENTIFICATION  
 NUMBER  
 For 1983

CAUTION: Do not attempt to complete this form before reading instructions!

Company Name: CTS CORP. ASHEVILLE DIV. Facility Name: CTS CORP. ASHEVILLE DIV.  
 Mailing Address: PO BOX 100 Facility Address: MILLS GAP ROAD  
SKYLAND, NORTH CAROLINA 28776 SKYLAND, NORTH CAROLINA 28776  
 Phone Number: (704) 684-6451 Phone Number: (704) 684-6451

2. Number of Employees: 195 Number of Shifts: 3  
 3. Environmental Control Permits Held for this Facility: Air permits for boilers and cyclonic dust collector, waste water sludge permit for SCA disposal.

4. Process Description:

Nature of Operation	Production Rate	Subcategory	SIC Code
Manufacture electronic components for electronic applications. We electro-plate various piece parts consisting of nickel, zinc, tin, gold, and silver.	One and one half million parts per month.		3679

Raw Materials Used: Steel, Brass, Nickel Silver, Phenolic Bakelite, Nylon, and Aluminum.

Chemicals Utilized: Hydrochloric acid, Sulfuric acid, Alum sulfate, Boric acid, Caustic soda, Hydrogen peroxide, Nickel chloride, Nickel sulfate, Potassium chloride, Potassium cyanide, Potassium stannate, Silver cyanide, Chromic acid.

5. Regulated Process Flows	Average	Maximum	Continuous/Batch Discharge	Wastewater Flows (gallons/day)
Silver	0	0	Continuous	Basis of Measurement
Zinc	400	500	Continuous	500
Nickel	50	100	Continuous	100
Non-regulated Process Flows				
Tin	300	400	Continuous	
Cooling Water Flow				
Sanitary Waste Flow	7300	8000		
Total Plant Flow	8050	9000		

Nature and Concentration of Pollutants

Regulated Process Line  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Pollutant/ Units										
Pretreatment Standard										
Maximum										
Average										

Regulated Process Line  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Pollutant/ Units										
Pretreatment Standard										
Maximum										
Average										

Regulated Process Line  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Pollutant/ Units										
Pretreatment Standard										
Maximum										
Average										

Combined Waste Stream  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Pollutant/ Units	Cr	Cd	Cu	Ni	Ag	Zn	Pb	PH	Oils	
Pretreatment Standard	1mg/L	6 to 10	5mg/L							
MAC										
AAC										
AMMC	.24	.05	.67	.25	.62	.57	.05	8.4	0	
AMAC										

Method of Sample Collection: Grab  
 Who took samples, what time and dates: Dennis Lance, 10/5, 10/18 and 11/30/83, 11am, 1pm  
 Analytical work performed by: Dennis Lance, CTS Corp., Asheville Division 10am

Was sampling and analysis performed in accordance with 40 CFR Part 136  Yes  No,  
 if not, why not? \_\_\_\_\_

DMP System, 12,000 gal. storage pit. Waste water is pumped from pit to first PH adjust-  
ment container. It is then gravity fed to final PH adjustment and then gravity fed to  
the flocculant feed container. It then flows to a clarifier where the clean water flows  
off the top to the sewer line. Sludge settles to the bottom where it then drains to  
the collection bags. See attachment.

8. Does your facility have a Spill Prevention Controls and Countermeasure (SPCC) plan?  
Yes  No

9. Briefly describe disposal of hazardous waste (chemical byproducts) to include pre-  
treatment sludges: Sludge is put into 55 gal. steel drums, leaving several inches  
from the top empty which is then filled with absorbment material and sealed. All  
waste is then shipped to SCA in Pinewood South Carolina for landfilling.

10. Describe location of sampling manhole: Directly in front of building next to the  
office entrance.

11. Describe location of entry of process waste streams to sanitary sewers: See  
attached drawing, #5-PL-1042. Entry is outlined in red.

12. CERTIFIED STATEMENT

Pretreatment standards are  are not  being met on a consistent basis.  
Additional operation and maintenance under consideration for compliance is as  
follows. None as we are in compliance.

Additional pretreatment under consideration to meet standards is as follows:

None as we are in compliance.

compliance:

...not being met, complete the following schedule of

Increment of Progress (1)	Scheduled Commencement Date	Scheduled (2) Completion Date
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
e. _____	_____	_____
f. _____	_____	_____
g. _____	_____	_____

- (1) No increment of progress shall exceed nine (9) months.
- (2) Final completion date should not be later than compliance date.

I certify under penalty of law that I have personally examined, and am familiar with, the information in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. (See 6/26/78 Federal Register, Section 403.12(k) for information on signatory.)

C. R. Beitner  
Name

President/General Manager  
Official Title

*C. R. Beitner*  
Signature

*Jan. 5, 1984*  
Date

ATTACHMENT FOR ITEM # 7

There is also a regulated process flow for silver. This is a closed loop system in which all rinse waters are processed through an evaporative recovery system and recycled. This process includes total cyanide isolation.

Reference attached Drawing # BPL-1032.

Also enclosed is a snapshot of our DMP System.

cc RA3  
2/17

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20213 Premise No. 00069 Registration No. \_\_\_\_\_  
Permit for Boiler Location Mills Gap Road  
(Equipment Name)  
Owner CTS Submitted by C.R. Beitner  
Equipment Manufacturer Spencer Type #2 oil Model 4F458  
Rated Capacity 6.1 MM Btu/hr. Owners Identification No. Main  
Effective Date of this Permit Feb. 9, 1984  
Expiration Date of this Permit Feb. 28, 1986

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, eb.  
Ronald Boone, Director

Permit Number 20213

000225

STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

000226

cc RAI  
2/17

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY

Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20090 Premise No. 00069 Registration No. 1174-01-0054

Permit for Fuel Burning Location Mills Gap Road  
(Equipment Name)

Owner CTS Submitted by C.R. Beitner

Equipment Manufacturer Pacific Type Coal Model \_\_\_\_\_

Rated Capacity 3.75 MM Btu/hr. Owners Identification No. \_\_\_\_\_

Effective Date of this Permit Feb. 9, 1984

Expiration Date of this Permit Feb. 28, 1986

This Permit to Operate is issued subject to the following conditions:

1. This permit is for standby use only, in the event of a breakdown or other emergency, with the regular boiler.
2. The W.N.C. Regional Air Pollution Control Agency shall be notified when this boiler is expected to be operating.
3. The owner shall submit all reports and data as requested by the W.N.C. Regional Air Pollution Control Agency.

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, Jr.  
Ronald Boone, Director

RECEIVED cc CAS

MAR 01 '78

CTS of Asheville

HS  
WRA  
MSM ✓

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY

Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

1172-03-0023

Permit No. 200 Premise No. 00069 Registration No. \_\_\_\_\_

Permit for Fuel Boiler Location Mills Gap Road  
(Equipment Name)

Owner CTS of Asheville Submitted by C. R. Beitner

Equipment Manufacturer Spencer Type \_\_\_\_\_ Model 4F827459

Rated Capacity 24.6 gal/hr. #2 Oil Owners Identification No. Unk.

Effective Date of this Permit February 23, 1978

Expiration Date of this Permit February 28, 1980

This Permit to Operate is issued subject to the following conditions:

1. This facility shall be properly operated so as to meet the applicable rules and regulations.
  2. When, and if, an unforeseen malfunction occurs, the W.N.C. Regional Air Pollution Control Agency shall be notified as promptly as possible as to the malfunction, expected duration, and estimated rate of emissions.
  3. Review and revision upon the adoption of applicable air quality and emissions standards by the W.N.C. Regional Air Pollution Control Agency.
  4. Reports on the operation and testing of facility shall be submitted to the W.N.C. Regional Air Pollution Control Board, at such intervals and form, as may be required by the Board.
- This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone  
Ronald Boone, Director

Permit Number 200

000228

MA 178  
City of  
Asheville

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 155 Premise No. 00069 Registration No. 1174-01-0054  
Permit for fuel burning Location Mills Gap Road  
(Equipment Name)  
Owner CTS of Asheville Submitted by C. R. Beitner  
Equipment Manufacturer Pacific Type \_\_\_\_\_ Model 5291  
Rated Capacity 300 lb/hr. (coal) Owners Identification No. \_\_\_\_\_

Effective Date of this Permit February 23, 1978  
Expiration Date of this Permit February 28, 1980

This Permit to Operate is issued subject to the following conditions:

1. This permit is for standby use only, in the event of a breakdown, or other emergency, with the regular boiler.
2. The Western N.C. Regional Air Pollution Control Agency shall be notified when this boiler is expected to be operating.
3. The owner shall submit all reports and data as requested by the W.N.C. Regional Air Pollution Control Agency.

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone  
Ronald Boone, Director

FU  
~~2/17~~  
2/24

January 27, 1978

Mr. John Terrell  
Regional Air Pollution Control Board  
35 Woodfin Street  
Asheville, North Carolina 28801

Dear John:

I am requesting the issuance of an operating permit for our coal fired boiler, Pacific Model #5291, which was inspected and verbally approved by yourself on November 8, 1977. In your telephone conversation to me on January 24, you requested the number of our oil fired boiler which is a Spencer Model 4F827459, Serial #3492. If you have any questions or need further information for the issuance of the written operating permit for our coal fired boiler, please contact me.

Sincerely,

CTS OF ASHEVILLE, INC.

Michael J. Murphy

MJM/sb

*John Terrell mjmm  
Regional Air Pollution*

*Should receive sub 2/17*

*Received 3/2/78*

000230

WESTERN NORTH CAROLINA  
REGIONAL AIR POLLUTION CONTROL AGENCY

P.O. BOX 7606 - 35 WOODFIN ST.  
ASHEVILLE, N.C. 28806

RECEIVED

MAR 20 1986

CTS - Asheville

DATE: March 19, 1986  
 TO: Mr. Norman Lewis Quality Control Manager  
 ADDRESS: CTS Corp.  
Mills Gap Road, Skyland, N.C. 28776

FOR OPERATING PERMIT  NO. 20113, 20213, 20112  
 FOR CONSTRUCTION PERMIT  NO. \_\_\_\_\_  
 FOR TEMPORARY PERMIT  NO. \_\_\_\_\_  
 RENEWAL OF OPERATING PERMIT  NO. \_\_\_\_\_

DATE	DESCRIPTION OF EQUIPMENT	AMOUNT
	Permit No. 20113	\$ 100.00
	20213	150.00
	20112	100.00
TOTAL AMOUNT		\$350.00

MAKE CHECK PAYABLE TO; WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION CONTROL AGENCY.

000231

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7215  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and identified as indicated below.

Permit No. 20213 Premise No. 00069 Registration No. \_\_\_\_\_  
Permit for Boiler Location Mills Gap Road  
(Equipment Name)  
Owner CTS Corp. Submitted by Mr. C.R. Beitner  
Equipment Manufacturer Spencer Type #2 oil Model 4F458  
Rated Capacity 6.1 MM Btu/hr. Owners Identification No. Main

Effective Date of this Permit March 5, 1986.

Expiration Date of this Permit Feb. 28, 1988.

This Permit to Operate is issued subject to the following conditions:

Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, eb  
Ronald Boone, Director

Permit Number 20213

000232

Permit To Operate 20213

1. This unit are subject to Section 1-138., Control of Particulate from Fuel Burning Source, of the Rules and Regulations. This Regulation limits the allowable emission of particulate matter from these boilers or oil heaters on a graduated scale depending on the Btu input.
2. This unit are subject to Section 1-151., Sulfur Dioxide Emissions from Fuel Burning Installations, of the Rules and Regulations. This Regulation limits all fuel burning units to 2.3 lbs of sulfur dioxide per million Btu input.
3. This unit are subject to Article IV, Visible Emissions, of the Rules and Regulations. This Article limits the visible emission from these units to 40% opacity.
4. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
5. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
6. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
7. This permit shall become void in the event of conversion to another fuel.
8. The owner, or operator, shall submit all reports as may be required by the Board or this Agency. This report shall include the annual fuel usage and sulfur content, and shall be submitted within 30 days after the end of the calendar year.
9. This permit is void until required permit fee is paid.

## WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY

Post Office Box 7215  
Asheville, North Carolina 28807

## PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20113 Premise No. 0069 Registration No. \_\_\_\_\_Permit for Cyclonic Dust Collector Location Mills Gap Road  
(Equipment Name)Owner CTS Submitted by Mr. C.R. BeitnerEquipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_Rated Capacity 5 lb/hr. Owners Identification No. 1Effective Date of this Permit March 5, 1986Expiration Date of this Permit Feb. 28, 1988

This Permit to Operate is issued subject to the following conditions:

Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCYBy Ronald Boone, Jr.  
Ronald Boone, DirectorPermit Number 20113

000234

Permit To Operate  
20113

1. This permit is subject to Section 1-150. Particulate Matter Emissions From Miscellaneous Industrial Processes. This Regulation limits the allowable emission of particulate from this dust collection system depending on amount of material processed.
2. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
3. If at any time this facility should have a malfunction, that said facility will be shut down until the malfunction is corrected.
4. This permit shall become void in the event that any alterations are made to the process from those submitted in approved plans, specifications, and other supporting data to the event there is a change in ownership a new permit shall be applied for.
5. The owner or operator shall submit all reports as may be required by the Board of this Agency.
6. This permit is void until required permit fee is paid.

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY

Post Office Box 7215

Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20112 Premise No. 00069 Registration No.         

Permit for Cyclonic Dust Collector location Mills Gap Road  
(Equipment Name)

Owner CTS Corp. Submitted by Mr. C.R. Beitner

Equipment Manufacturer          Type Cyclone Model         

Rated Capacity 5 lb/hr. Owners Identification No. 2

Effective Date of this Permit March 5, 1986

Expiration Date of this Permit Feb. 28, 1988

This Permit to Operate is issued subject to the following conditions:

Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone  
Ronald Boone, Director

Permit Number 20112

Permit To Operate 20112

1. This permit is subject to Section 1-150. Particulate Matter Emissions From Miscellaneous Industrial Processes. This Regulation limits the allowable emission of particulate from this dust collection system depending on amount of material processed.
2. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
3. If at any time this facility should have a malfunction, that said facility will be shut down until the malfunction is corrected.
4. This permit shall become void in the event that any alterations are made to the process from those submitted in approved plans, specifications, and other supporting data to the event there is a change in ownership a new permit shall be applied for.
5. The owner or operator shall submit all reports as may be required by the Board of this Agency.
6. This permit is void until required permit fee is paid.

-117

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20113 Premise No. 0069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road  
(Equipment Name)

Owner CTS Submitted by Mr. C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 5 lb/hr. Owners Identification No. 1

Effective Date of this Permit Feb. 9, 1984

Expiration Date of this Permit Feb. 28, 1986

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone et.  
Ronald Boone, Director

Permit Number 20113

000237

## STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

417

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY

Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20112 Premise No. 00069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road, Skyland  
(Equipment Name)

Owner CTS Submitted by Mr. C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 5 lb/hr. Owner's Identification No. 2

Effective Date of this Permit Feb. 9, 1984

Expiration Date of this Permit Feb. 28, 1986

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, Jr.  
Ronald Boone, Director

Permit Number 20112

000239

## STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

2/11/84

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20120 Premise No. 00069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road, Skyland, NC  
(Equipment Name)

Owner CTS Submitted by Mr. C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 5 lb/hr. Owners Identification No. 3

Effective Date of this Permit Feb. 9, 1984

Expiration Date of this Permit Feb. 28, 1986

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, ab  
Ronald Boone, Director

Permit Number 20120

000241

## STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

000242

cc: CRB  
~~ELLE~~

January 10, 1984

**CTS**<sup>®</sup>

Western North Carolina Regional  
Air Pollution Control Agency  
P.O. Box 7215  
Asheville, NC 28807

Attn: Ronald Boone and James Cody

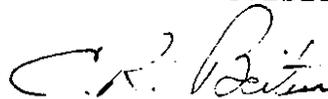
Gentlemen:

CTS Corporation, Asheville Division, request the following permits be renewed:

- Item I: Cyclonic Dust Collector, Permit No. 20112  
Cyclone Identification No. 2  
Expiration Date: 2/28/84
- Item II: Cyclonic Dust Collector, Permit No. 20113  
Cyclone Identification No. 1  
Expiration Date: 2/28/84
- Item III: Cyclonic Dust Collector, Permit No. 20120 ~~X~~  
Cyclone Identification No. 3  
Expiration Date: 2/28/84
- Item IV: Coal Burning Boiler, Permit No. 20090 ~~X~~  
Premise No. 0069, Registration No. 1174-01-0054  
Pacific Model No. 5291 - 300 pounds per hour  
Expiration Date: 2/28/84  
This permit is for standby emergency use only.
- Item V: Fuel Burner Boiler, Permit No. 20213  
Premise No. 0069, Registration No. 1172-03-0023  
Spencer Model No. 4F827458  
54.7 Gallons per hour of #2 fuel  
Expiration Date: 2/28/84

We would appreciate your consideration for these renewals at your earliest convenience.

CTS CORPORATION  
Asheville Division



C.R. Beitner  
President and General Manager

GA/

000243

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20112 Premise No. 00069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road, Skyland  
(Equipment Name)

Owner CTS Submitted by C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 5 lb/hr. Owners Identification No. 2

Effective Date of this Permit Feb. 18, 1982

Expiration Date of this Permit Feb. 28, 1984

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached.

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone  
Ronald Boone, Director

Permit Number 20112

000244

STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

000245

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20113 Premise No. 0069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road  
(Equipment Name)

Owner CTS Submitted by C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 5 lb/hr. Owners Identification No. 1

Effective Date of this Permit Feb. 18, 1982

Expiration Date of this Permit Feb. 28, 1984

This Permit to Operate is issued subject to the following conditions:  
Standard Conditions Attached.

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, Director  
Ronald Boone, Director

Permit Number 20113

000246

## STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

000247

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY

Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20120 Premise No. 00069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road, Skyland, N  
(Equipment Name)

Owner CTS Submitted by C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 5lb/hr. Owners Identification No. 3

Effective Date of this Permit Feb. 18, 1982

Expiration Date of this Permit Feb. 28, 1984

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, Jr.  
Ronald Boone, Director

Permit Number 20120

000248

## STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.



# CTS OF ASHEVILLE, INC.

SUBSIDIARY OF CTS CORPORATION, ELKHART, INDIANA

10115 GAI ROAD  
SKYLAND, NORTH CAROLINA 28759  
TELEPHONE (704) 691-6451  
FAX 510-935-0059 CABLE CTS

January 6, 1981

Western North Carolina Regional  
Air Pollution Control Agency  
P. O. Box 7606 Courthouse  
Asheville, NC 28807

TO: Ronald Boone  
James Cody

Gentlemen:

CTS of Asheville, Inc. requests the following permits renewed.

Item I: Cyclonic Dust Collector, Permit No. 20112  
Cyclonic Identification No. 1  
Expiration Date 2/28/82

Item II: Cyclonic Dust Collector, Permit No. 20120  
Cyclone, Identification No. 2  
Expiration Date 2/28/82

Item III: Cyclonic Dust Collector, Permit No. 20120  
Cyclone, Identification No. 3  
This cyclone was moved from the roof to a stationary  
position on ground level at the south end of the  
main building.  
Expiration Date 2/28/82.

Item IV: Coal Burning Boiler, Permit No. 155  
Premise #0069, Registration #1174-01-0054  
Pacific Model #5291  
300 pounds per hour (coal)  
Expiration Date 2/28/82.

Item V: Fuel Burner. Permit No. 200  
Premise #0069, Registration #1172-03-0023  
Spencer Model #4F827459  
24.6 gallons per hour of #2 oil  
Expiration Date 2/28/82  
This boiler has been changed to gas and can use gas or oil.

000250

We would appreciate your consideration on these renewals before  
February 28, 1982.

CTS of Asheville, Inc.



C. R. Beitner  
President/General Manager

CRB/dkb

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20112 Premise No. 00069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road, Skyland, NC  
(Equipment Name)

Owner C.T.S. OF ASHEVILLE Submitted by C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 51b/hr Owners Identification No. 2

Effective Date of this Permit May 17, 1979

Expiration Date of this Permit Feb. 28, 1982

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, Jr.  
Ronald Boone, Director

Permit Number 20112

000252

STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

000253

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20120 Premise No. 00069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road, Skyland, NC  
(Equipment Name)

Owner C.T.S. OF ASHEVILLE Submitted by C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 5lb/hr Owners Identification No. 3

Effective Date of this Permit May 17, 1979

Expiration Date of this Permit Feb. 28, 1982

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone, eb  
Ronald Boone, Director

Permit Number 20120

000254

STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

000255

WESTERN NORTH CAROLINA REGIONAL AIR POLLUTION AGENCY  
Post Office Box 7527  
Asheville, North Carolina 28807

PERMIT TO OPERATE

Permission is hereby granted to operate that air contamination source and/or air cleaning device as indicated below and outlined in plans and specifications on file in the office of the Western North Carolina Regional Air Pollution Control Agency which were previously submitted with application to construct and indentified as indicated below.

Permit No. 20113 Premise No. 0069 Registration No. \_\_\_\_\_

Permit for Cyclonic Dust Collector Location Mills Gap Road, Skyland, NC  
(Equipment Name)

Owner C.T.S. of Asheville Submitted by C.R. Bietner

Equipment Manufacturer \_\_\_\_\_ Type Cyclone Model \_\_\_\_\_

Rated Capacity 5lb/hr Owners Identification No. 1

Effective Date of this Permit May 17, 1979

Expiration Date of this Permit Feb. 28, 1982

This Permit to Operate is issued subject to the following conditions:

Standard Conditions Attached:

This Operating Permit does not exempt any person, firm or corporation from their responsibility of complying with or from the penalties for violation of the Standards, Rules and Regulations, and conditions of the Western North Carolina Regional Air Pollution Agency, nor prevent or limit the application of Regulation No. 7 entitled, "Air Pollution Emergencies".

WESTERN NORTH CAROLINA REGIONAL  
AIR POLLUTION CONTROL AGENCY

By Ronald Boone  
Ronald Boone, Director

Permit Number 20113

000256

STANDARD CONDITIONS

1. This permit shall become void if the facility is not maintained and operated at all times so that the overall reduction in air pollutants, in accordance with applicable standards, is achieved.
2. If at any time, this facility should have a malfunction, that said facility will be shut down until said malfunction is corrected.
3. This permit shall become void in the event that any alterations are made to process from those submitted in approved plans, specifications, and other supporting data, to in the event there is a change of ownership, a new permit shall be applied for.
4. This permit shall become void in the event of conversion to another fuel.
5. This owner, or operator, shall submit all reports as may be required by the Board or this Agency.
6. This permit is void until required fee is paid.

000257

WESTERN NORTH CAROLINA  
REGIONAL AIR POLLUTION CONTROL AGENCY

RONALD BOONE, Director  
TELEPHONE 252-1032



RECEIVED  
FEB 1 1979  
CTS C  
Asheville  
BUNCOMBE COUNTY  
HAYWOOD COUNTY

P. O. BOX 7607 — COURTHOUSE  
ASHEVILLE, N. C. 28807

February 8, 1979

Mr. Norman Lewis, Plant Engineer  
C.T.S. of Asheville, Inc.  
Skyland, NC 28776

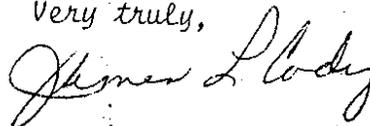
Re: Plant inspection February 6, 1979

Dear Mr. Lewis:

Please accept this letter to confirm our conference of the above referenced inspection.

- 1) Permits to Operate No. 155 and 200 (two boilers) are current and will expire February 28, 1980.
- 2) Permits to Operate are needed on the three cyclonic dust collectors now in use. Forms for application are enclosed.
- 3) The degreasing unit of this size and type solvent are exempt from the regulations on volatile organic carbons.
- 4) There are currently no regulations covering your plating operation so long as no acid mists or particulate matter is exhausted, nor materials listed as hazardous by EPA (e.g. Mercury or beryllium) are used. No permit is necessary at this time.

If I can be of any service, please do not hesitate to call.

Very truly,  
  
James L. Cody

JC/eb

Enclosure

000258