



COMMONWEALTH of VIRGINIA

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**VIRGINIA WASTE MANAGEMENT BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
Blue Ridge Fiberboard, Inc.
FOR
An unpermitted wood ash industrial landfill, (formerly the "Knight-
Celotex Industrial Landfill Facility" located in Danville, Pittsylvania
County.)**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board and Blue Ridge Fiberboard, Inc., and supersedes the November 2, 2005, Consent Order that was issued to Danville VA Property, LLC for the purpose of completing post-closure care and achieving closure of a certain wood ash industrial landfill to satisfy compliance with the Virginia Waste Management Act and the Virginia Solid Waste Management Regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Blue Ridge Fiberboard, Inc." means Blue Ridge Fiberboard, Incorporated, a subsidiary of W.R. MEADOWS, INC. and a corporation authorized to do business in Virginia and its affiliates, partners and subsidiaries. Blue Ridge Fiberboard, Inc. is a "person" within the meaning of Va. Code § 10.1-1400.
2. "Board" means the Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1401.

3. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Roanoke and Lynchburg Cities, Virginia.
4. "Closure" means that point in time when a unit of a permitted landfill is filled, capped, certified as final covered by a professional engineer, inspected, and closure notification is performed by the Department in accordance with 9 VAC 20-80-270(E)(5).
5. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
6. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
7. "Danville Property" means Danville VA Property, LLC a limited liability company certified to do business in Virginia.
8. "Industrial Site" means the property of approximately 145 acres formerly owned by Danville VA Property, LLC in Danville Virginia. The property is identified and described at page 603 of Deed Book 564, page 370 of Deed Book 474, page 21 of Deed Book 468, and page 172 of Deed Book 464 in the Circuit Court Clerk's Office of Pittsylvania County, Virginia, and subsequent Deed Book recordings. The above described property was purchased by Blue Ridge Fiberboard, Inc., is located at the common address of 250 Knight-Celotex Way in Danville, Virginia, and includes the "Landfill" which is more fully described and addressed herein.
9. "FAR" means the Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities, 9 VAC 20-70-10 et seq.
10. "Knight-Celotex" means the Knight-Celotex company that conducted business at the site located at the Industrial Site located at 250 Knight-Celotex Way in Danville, Virginia until such time that the company filed for liquidation under Chapter 7 of the U.S. Bankruptcy Code.
11. "Masonite" means the Masonite Company an affiliate of International Paper that formerly conducted business at the Industrial Site located at 250 Knight-Celotex Way in Danville, Virginia.
12. "Landfill" means the unpermitted solid waste wood ash industrial landfill located at the Industrial Site which is now owned and operated by the Blue Ridge Fiberboard, Inc.
13. "Order" means this document, also known as a "Consent Order" or "Order by Consent."
14. "Post-closure" means the requirements placed upon solid waste disposal facilities after closure to ensure environmental and public health safety for a specified number of years after closure

15. "Regulations" or "VSWMR" means the Virginia Solid Waste Management Regulations, 9 VAC 20-80-10 et seq.
16. "Va. Code" means the Code of Virginia (1950), as amended.
17. "VAC" means the Virginia Administrative Code.
18. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 et seq.) of Title 10.1 of the Va. Code. Article 2 (Va. Code §§ 10.1-1408.1 through -1413.1) of the Virginia Waste Management Act addresses Solid Waste Management.

SECTION C: Findings of Fact and Conclusions of Law

1. In July 1998, Masonite entered into a Consent Order with the Board to complete closure and post-closure care at the unpermitted Landfill.
2. A Professional Engineer certified closure plan for the Landfill was accepted and approved by DEQ in July 1999.
3. The Landfill post-closure care period began in July 1999.
4. According to Department records, Masonite, the former Landfill operator capped the Landfill in accordance with the DEQ approved closure plan and began implementing post-closure requirements during the third quarter of 1999.
5. On November 2, 2005, Danville Property, on behalf of Knight-Celotex, entered into a Consent Order with the Board transferring responsibility for compliance with the terms of the previous Consent Order between the Virginia Waste Management Board and Masonite. This occurred following an asset purchase agreement dated September 30, 2004, between Knight-Celotex and Masonite.
6. A 2007 groundwater Alternate Concentration Levels (ACL) variance requested by Masonite was approved by the Director and continues to apply to the Landfill. The variance approval contains an automatic incorporation of any revised ACL values.
7. Department staff reviewed monitoring reports and inspected the Landfill for compliance with the requirements of the Virginia Waste Management Act, the Regulations and the Landfill closure plan. Based on the document reviews and site inspections, Department staff made the following observations:
 - a. The groundwater monitoring network consists of up-gradient background well MW-21 and down gradient wells MW-11, MW-12, MW-14 and MW-16.
 - b. Annual groundwater monitoring reports were provided to the DEQ for the periods of 2005, 2006, 2007, 2008 and 2009.

- c. Quarterly and periodic monthly Landfill gas monitoring has been conducted at gas probes GP-1, GP-2, GP-3, GP-4, GP-5, GP-6 and GP-7, and at Test Wells 2, 3, 4, 5, 6, 7, 8 and 9.
8. In 2009, "Knight-Celotex" entered into Chapter 7 bankruptcy and Danville, VA Property LLC was placed into receivership with Aurora Management Partners.
9. On November 17, 2009, the Industrial Site was purchased by Blue Ridge Fiberboard, Inc. On this date, Blue Ridge Fiberboard, Inc. became the owner of the Industrial Site, which includes the Landfill. The post-closure requirements applicable to the Landfill have not yet been satisfied in compliance with the VSWMR.
10. Blue Ridge Fiberboard, Inc. has never operated or utilized the Landfill for any waste storage, treatment, or disposal.
11. For the sole purpose of completing any remaining post-closure requirements, and based on the un-permitted status and need for compliance with the VSWMR at the Landfill, the Board orders and Blue Ridge Fiberboard, Inc., has agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 10.1-1455, the Board orders Blue Ridge Fiberboard, Inc., and Blue Ridge Fiberboard, Inc. agrees to perform the actions described in Appendix A of this Order.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Blue Ridge Fiberboard, Inc, for good cause shown by Blue Ridge Fiberboard, Inc., or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 et seq., after notice and opportunity to be heard.
2. This Order addresses and resolves only post-closure requirements applicable to the Landfill and specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations {where Blue Ridge Fiberboard, Inc. is determined to be a responsible party} ; (2) seeking subsequent remediation of the facility {where Blue Ridge Fiberboard, Inc. is determined to be a responsible party}; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Blue Ridge Fiberboard, Inc. neither admits nor denies the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. Blue Ridge Fiberboard, Inc. consents to venue in the Circuit Court of the City of Richmond, Virginia for any civil action taken to enforce the terms of this Order.
5. Blue Ridge Fiberboard, Inc. declares it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Blue Ridge Fiberboard, Inc. to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Blue Ridge Fiberboard, Inc. shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Blue Ridge Fiberboard, Inc. shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Blue Ridge Fiberboard, Inc. shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

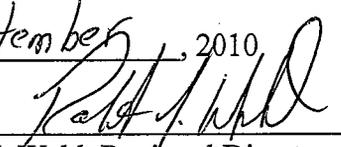
Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the Blue Ridge Fiberboard, Inc. intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim of inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Blue Ridge Fiberboard, Inc. Nevertheless, Blue Ridge Fiberboard, Inc. agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. Blue Ridge Fiberboard, Inc. petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - b. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Blue Ridge Fiberboard, Inc.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Blue Ridge Fiberboard, Inc. from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications as outlined in Appendix A, attached hereto or submitted by Blue Ridge Fiberboard, Inc., and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Blue Ridge Fiberboard, Inc certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Blue Ridge Fiberboard, Inc to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Blue Ridge Fiberboard, Inc.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the Landfill post-closure care and compliance identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Blue Ridge Fiberboard, Inc. voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 22nd day of September, 2010



Robert J. Weld, Regional Director
Department of Environmental Quality

Blue Ridge Fiberboard, Inc. voluntarily agrees to the issuance of this Order.

Date: July 20, 2010 By: J. Pieczynski, General Manager
(Person *) (Title)

*James Pieczynski, General Manager, Blue Ridge Fiberboard, Inc.

Commonwealth of Virginia

City/County of Pittsylvania

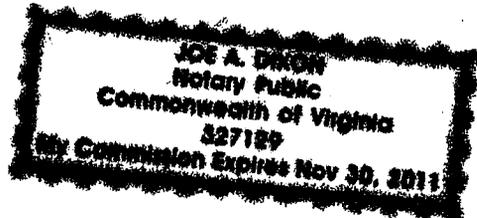
The foregoing document was signed and acknowledged before me this 20th day
of July, 2010, by JOE A. DIXON
who is James Pieczynski, General Manager, Blue Ridge Fiberboard, Inc.

Joe A. Dixon
Notary Public

327129
Registration No.

My commission expires: 11/30/2011

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

Groundwater

1. Within sixty (60) days after the Effective Date of this Consent Order, Blue Ridge Fiberboard, Inc. shall submit to DEQ a "Report of Findings." The "Report of Findings" shall include the following:

- a. Documentation of a re-assessment of groundwater monitoring data that re-establishes groundwater conditions including background concentrations at the Landfill or a statement that Blue Ridge Fiberboard, Inc. shall accept any already established background concentrations at the Landfill. Such re-assessment shall use statistically acceptable methods as specified in VSWMR 9 VAC 20-80-300 D, or other appropriate statistical methods approved by the Director.
- b. An alternate source demonstration (ASD) for the inorganic constituents of concern identified in the Landfill's 2007, 2008 and 2009 Annual Groundwater Monitoring Reports, or a statement that Blue Ridge Fiberboard, Inc. shall not be seeking to perform and submit an ASD. An ASD shall meet the requirements of 9 VAC 20-80-300(A) (5).
- c. A request to change the Landfill's groundwater protection standards (GPS) for any inorganic constituents based on site specific background monitoring results. Such request shall indicate the basis for the determination of the recommendation for the proposed GPS. Any proposed GPS shall only be final upon the Director's approval. If the Director does not approve the recommended GPS submitted, then the previously established GPS shall govern the standard at the Landfill.
- d. As part of the "Report of Findings" and in accordance with 9 VAC 20-80-300(C) (4) (e) (5) Blue Ridge Fiberboard, Inc. may petition the Director to remove a groundwater monitoring constituent from the list of "detected" Table 5.1 constituents (reference 9VAC 20-80-300 Table 5.1 Groundwater Monitoring List – exclusive of Table 5.5 constituents) for constituents that have not been "detected" above its Limit of Detection (LOD) for two (2) years.
- e. As part of the "Report of Findings" and in accordance with 9 VAC 20-80-750 Blue Ridge Fiberboard, Inc. may submit a variance petition letter to the Director if seeking to remove a groundwater monitoring constituent as specified in the list of detected Table 5.5 constituents (reference 9VAC 20-80-300 Table 5.5 List). If pursued, this variance process must include the appropriate fee as specified in 9 VAC 20-90-110 and with proper public notice.

- f. In lieu of the request identified in Item 1.c, above, Blue Ridge Fiberboard, Inc. may indicate that they are not proposing new GPS. In such case, Blue Ridge Fiberboard, Inc. shall be bound by GPS in effect on the Effective Date of this Consent Order, including applicable updated ACL values.
2. In the event that all ASD submitted by Blue Ridge Fiberboard, Inc. are determined successful by the Department and the concentrations of Table 5.1 constituents detected in samples are below the GPS, Blue Ridge Fiberboard, Inc. may petition the Department for termination of the post-closure groundwater monitoring requirements.
3. In the event that any ASD submitted by Blue Ridge Fiberboard, Inc. are determined unsuccessful by the Department or statistically significant levels of any organic or inorganic constituents, detected prior to the Effective Date of this Consent Order, exceed a confirmed GPS, Blue Ridge Fiberboard, Inc. shall:
- a. Pursuant to 9 VAC 20-80-300(C) (4), continue to conduct semi-annual groundwater compliance monitoring (i.e. Phase II monitoring which includes all Table 5.5 constituents, and excludes constituents removed under Item 1.d., above) until such time that the Department issues a corrective action permit. Future groundwater sampling and analysis will be performed consistent with protocols outlined in Appendix B.
 - b. Pursuant to 9 VAC20-80-300(C) (4) (e) (3) (a), characterize the nature and extent of any Landfill-related release by installing additional monitoring wells as necessary.
 - c. **Within one hundred eighty (180) days after the date of the Department's notification of an unsuccessful ASD**, provide either a proposal of presumptive remedy (PPR), or an assessment of corrective measures (ACM) in accordance with 9VAC 20-80-310(A).
 - d. **Within one hundred eighty (180) days after the date of the Department's notification of approval of the PPR or ACM**, provide a corrective action plan (CAP) and/or a corrective action monitoring plan (CAMP) pursuant to 9 VAC 20-80-310(B).
 - e. Blue Ridge Fiberboard, Inc. shall respond to any Department notices of deficiency with respect to corrective action in accordance with the DEQ notice, and shall comply with the corrective action provisions in a groundwater corrective action permit, as issued.

Financial Assurance

4. Blue Ridge Fiberboard, Inc. shall provide the Department post-closure care cost estimates for review and approval in accordance with the following provisions:

a. The post-closure care cost estimate shall be based on the total cost of post-closure care over the remaining post-closure care period (but not initially including financial assurance cost estimates associated with Item 4.b., below), and shall be based on third party costs. **Within sixty (60) days after the Effective Date of this Consent Order**, Blue Ridge Fiberboard, Inc. shall demonstrate financial assurance for the estimated costs in accordance with FAR found in 9 VAC 20-70.

b. **At the time of** providing either a proposal of presumptive remedy (PPR) or an assessment of corrective measures (ACM) as outlined in Appendix A, Part 3.c. of this Order, Blue Ridge Fiberboard, Inc. shall provide the Department a cost estimate for groundwater corrective action in accordance with 9 VAC 20-70-113. The groundwater corrective action cost estimate shall reflect the total cost of corrective action and shall be based on third party costs, as required by the Regulations.

c. **Within thirty (30) days** following the Department's acceptance of the Landfill post-closure care cost estimate, as outlined in Appendix A, Part 4. a. of this Order, and **within thirty (30) days** following DEQ acceptance of the Landfill corrective action through issuance of an appropriate corrective action permit, as outlined in Appendix A, Part 3. e., above, Blue Ridge Fiberboard, Inc. shall provide an appropriate financial assurance mechanism or combination of mechanisms under 9 VAC 20-70-140 through 250 and shall submit a complete and approvable financial assurance demonstration packet. The financial assurance demonstration packet shall to be sent to:

Virginia Department of Environmental Quality
Office of Financial Assurance
Attention: Leslie Beckwith
Post Office Box 1105, Richmond, VA 23218

d. Blue Ridge Fiberboard, Inc shall respond in a timely manner to any notices of deficiency with respect to its financial assurance cost estimates or mechanisms in accordance with the notice and shall provide periodic updates of these cost estimates as required by the regulations.

Decomposition Gases

5. Blue Ridge Fiberboard, Inc. shall take the following actions with respect to the monitoring of decomposition gases from the Landfill:

a. **Within sixty (60) days after the Effective date of the Consent Order**, Blue Ridge Fiberboard, Inc. shall submit a "New Gas Remediation Plan" designed to control decomposition gases from the Landfill. Upon approval by the Department, the New Gas Remediation Plan will replace and supersede the "Current Gas Remediation Plan" that was approved by the Department and entered into the Landfill Operating Record on September 9, 2008, as amended

thereafter. Implementation of the New Gas Remediation Plan will be initiated based on the following provisions of this Item 5.

b. Within thirty (30) days after the Department's approval of the New Gas Remediation Plan submitted pursuant to Item 5.a., above, Blue Ridge Fiberboard, Inc. shall implement the approved landfill gas monitoring program identified in the New Gas Remediation Plan. Until such time as the Department approves the New Gas Remediation Plan, Blue Ridge Fiberboard, Inc. shall continue to implement the gas monitoring program specified in the Current Gas Remediation Plan.

c. Blue Ridge Fiberboard, Inc. shall implement the New Gas Remediation Plan submitted in accordance with Item 5.a until such time that four (4) consecutive quarters of gas monitoring demonstrate concentrations are below LEL for methane at Facility boundary.

d. Blue Ridge Fiberboard, Inc. shall respond to any notices of deficiency issued by the Department with respect to the Current Gas Remediation Plan or its New Gas Remediation Plan, in accordance with the notice.

Completion of post-closure care

1. Following completion of the post-closure care period for each disposal unit, the Blue Ridge fiberboard, Inc. shall submit to the department a certificate, signed by a registered professional engineer, verifying that post-closure care has been completed in accordance with the post-closure plan. The certificate shall be accompanied by an evaluation, prepared by a professional engineer licensed in the Commonwealth and signed by the owner or operator, assessing and evaluating the Landfill's potential for harm to human health and the environment in the event that post-closure monitoring and maintenance are discontinued. {Statutory Authority: § 10.1-1402 of the Code of Virginia, 42 USC § 6941 et seq., and 40 CFR Part 258; Regulatory Reference: 9 VAC 20-80-270 F.5.}

Contact

Unless otherwise specified in this Order, Blue Ridge Fiberboard, Inc. shall submit all requirements of Appendix A of this Order to:

Virginia Department of Environmental Quality
Blue Ridge Regional Office
Attention: Robert J. Weld, Regional Director
3019 Peters Creek Road, Roanoke, Virginia 24019

APPENDIX B

SAMPLING AND ANALYTICAL PROTOCOLS

1.0 GENERAL FIELD PROTOCOLS

1.1 DECONTAMINATION PROCEDURES

1.1.1 SAMPLING EQUIPMENT

Sampling equipment will be decontaminated prior to field use and after each sample is collected to prevent cross-contamination between samples. Whenever practicable, dedicated or clean, disposable sampling equipment will be used to minimize the potential for sample cross-contamination.

Non-dedicated or non-disposable sampling equipment used to collect samples for laboratory analyses will be decontaminated using the following procedure.

1. Wash with potable water and Alconox™ Liquinox™, or similar low-phosphate detergent using a brush, as necessary, to remove all visible foreign matter
2. Rinse thoroughly with potable water
3. Rinse thoroughly with distilled water
4. Allow the equipment to air dry on clean polyethylene sheeting for as long as possible

Following the final rinse, the sampling equipment will be visually inspected to verify it is free of particulate or other solid matter that could potentially contribute to sample cross-contamination.

Decontamination fluids will not be recycled between samples and will be managed as described in Section 5.0.

1.2 FIELD LOG DOCUMENTATION

All field measurements obtained and samples collected will be recorded in a field logbook or on a standard field form. The field logbook will be a bound document with consecutively numbered pages. The entries for each day will commence on a new page, which will be dated. All logbook entries will be made in indelible ink. If an incorrect entry is made, the incorrect information will be

crossed out with a single strike mark that is initialed by the person making the correction. The correct information will be entered into the logbook adjacent to the original entry. The person entering information into the logbook will sign the logbook at the end of each day's activities.

Field logbooks generated during the project will be numbered consecutively and maintained by Blue Ridge Fiberboard, Inc. or their designee. Upon completion of the fieldwork or during periods when fieldwork is not scheduled, field logbooks will be maintained by Blue Ridge Fiberboard, Inc. or their designee. Ultimately, after completion of all stages of fieldwork, field logbooks will be maintained in the document file Blue Ridge Fiberboard, Inc. or their designee.

The following information will be recorded in the field logbook or on field data forms for each sample collected.

- Site location identification
- Weather conditions
- Sample location
- Unique sample identification number
- Date and time (in 2400-hour time format) of sample collection
- Designation as to the type of sample (groundwater, soil, etc.)
- Designation as to the means of collection (bladder pump, bailer, etc.)
- Name of sampler
- Analyses to be performed on sample
- Any other relevant comments such as odor, staining, texture, filtering, preservation, etc.

Records of equipment maintenance and calibration, and observations concerning equipment performance will be recorded in the field logbook or field data forms. If field data forms are used to record this information, this will be noted in the field logbook.

2.0 SAMPLE HANDLING AND DOCUMENTATION PROTOCOLS

2.1 SAMPLE LABELING

Each sample will be identified with a unique sample number that will be printed

on the sample label to facilitate tracking and cross-referencing of sample information. An example of the sample identification system to be used follows.

Example: LOC-MMDDYY-X

where:

LOC Designates the sample location (e.g., MW21).

MMDDYY - Designates the sample collection date (month, day, year).

X Designates a field QC sample (D - field duplicate). This suffix will only be used for field QC samples.

Trip blank samples also will be identified with a unique sample number that will be printed on the sample label. An example of the sample numbering system to be used for these samples follows.

Example: Trip Blank-MMDDYY

where:

MMDDYY - Designates the sample collection date (month, day, year).

2.2 SAMPLE CONTAINERS AND HANDLING

All samples will be collected in pre-cleaned, laboratory-supplied sample containers. The sample containers will be labeled and placed into shipping coolers containing bagged, cubed ice immediately following collection. Sample labels will include the sample identification number, date and time of collection, and the analyses to be performed. Samples will be cushioned within the shipping coolers by the use of foam cubes and bubble wrap. Samples will be shipped to the laboratory via an express courier service, generally on the day they are collected.

Custody seals will be placed over the interface of the lid and body at a minimum of two locations of each shipping cooler prior to shipping. Custody seals provide evidence that the samples have not been tampered with en route to the laboratory. Clear packaging tape will be placed over the seals to secure the cooler and to ensure that the custody seals are not accidentally broken during transit. The field sampler will be responsible

for labeling and packaging the samples and sealing and delivering the shipping cooler to the courier service.

Upon receipt of the cooler by the project laboratory, the designated sample custodian will inspect the cooler. The condition of the cooler and custody seals and the cooler temperature will be recorded on the laboratory's cooler receipt form. The sample custodian will compare the contents of the cooler to the information recorded on the chain-of-custody form. If any sample container has sustained damage or if any discrepancies between the cooler contents and information provided on the chain-of-custody form are identified, these will be recorded on the laboratory's cooler receipt form and the laboratory project manager will be immediately notified. The laboratory project manager should contact Blue Ridge Fiberboard, Inc. or their designee for resolution. The laboratory's designated sample custodian will then sign and date the chain-of-custody form.

Unused sample aliquots and sample extracts will be maintained for a minimum of 60 days after the date of the final laboratory report issued for a monitoring event. The project laboratory will be responsible for the disposal of unused sample aliquots, sample containers, and sample extracts in accordance with all applicable local, state, and federal regulations.

2.3 CHAIN-OF-CUSTODY DOCUMENTATION

Chain-of-custody forms will be used to document the custody of all samples from field sample collection to laboratory receipt and log in. All sample shipments will be accompanied by a chain-of-custody form identifying its contents. The chain-of-custody form is a four part carbonless-copy form. The form is completed by the sampling team which, after signing and relinquishing custody to the shipper, retains the bottom (goldenrod) copy. The shipper, if not a sampling team member, retains the pink copy after relinquishing custody to the laboratory. Commercial carriers are not required to sign the chain-of-custody form provided the form is sealed inside the sample cooler and the custody seals are intact. The yellow copy is retained by the laboratory and the fully-executed top (white) copy is returned as part of the data deliverables package.

3.0 GROUNDWATER SAMPLING PROTOCOL

Groundwater samples will be collected in accordance with the following protocol.

1. A new pair of disposable nitrile gloves (or equivalent) will be used to handle sampling equipment and containers at each location.
2. The depth to water in each well will be measured to the nearest 0.01 foot using an electronic water level meter. The measuring device will be decontaminated prior to use following the cleaning sequence provided in Section 1.1.1.
3. Prior to sampling, each well will be purged using a pre-cleaned, stainless-steel bladder pump with a Teflon® bladder or a peristaltic pump with tubing dedicated to the well. The bladder pump or peristaltic pump tubing will be lowered very slowly into position in the center of the screened interval to minimize mixing of the stagnant well casing water and to minimize suspension of any solids into the groundwater column.
4. Each monitoring well will be purged at a flow rate between 0.1 to 0.2 gallons per minute (gpm), to minimize potential dewatering of the well. The pumping rate will be verified regularly during purging. The volume of standing water will be calculated for 2-inch diameter monitoring wells as follows: $V = 0.16H$ where V = volume of standing water in gallons and H = depth of water in feet in the well casing.

Field measurements of temperature, pH, conductivity, oxidation-reduction potential (ORP), and dissolved oxygen will be obtained using a flow-through cell and multiple probe field meter (e.g., YSI Model 556 Multi-Probe System or equivalent). Field turbidity measurements also will be obtained. Field instruments will be calibrated daily prior to use in accordance with the manufacturers' recommended procedures.

5. Field measurements will be recorded following the removal of each standing well volume and prior to sample collection. Well purging will continue until a minimum of three standing well volumes have been removed and the field turbidity readings are reasonably stable. In the event that a well is purged to dryness prior to removing three well volumes, groundwater will be allowed to recover to a level sufficient for sample collection.

6. After the required groundwater volume has been purged, the pump tubing will be disconnected from the flow-through cell inlet and groundwater will be slowly pumped directly into laboratory-supplied sample containers in order of decreasing analyte volatility, ensuring sample agitation is minimized. A field-filtered sample for potential future dissolved metals analysis will be collected by connecting the tubing to the inlet of a new 0.45 µm pore diameter (nominal) filter cartridge and pumping the filtered groundwater into a laboratory-provided, pre-preserved sample container.
7. A duplicate groundwater sample will be collected during each routine groundwater monitoring event. Double the usual number of sample containers will be filled in order of decreasing analyte volatility as described in v), above.
8. Additional sample volume will be collected from one monitoring well during each routine groundwater monitoring event and provided to the laboratory for use as a project-specific matrix spike/matrix spike duplicate (MS/MSD) sample. Triple the usual sample volume will be collected for volatile organic compounds (VOC) analysis and double the usual sample volume will be collected for semi-volatile organic compounds (SVOC) analysis. Additional sample volume is not required to be collected- for inorganics analyses (i.e., metals, cyanide, and sulfide). All sample containers from this location will be identified using the same sample identification number, and "MS/MSD" will be written adjacent to the sample identification number in the remarks column of the associated chain-of-custody form.
9. The laboratory will include a trip blank sample in each shipping cooler containing sample vials that will be used to collect groundwater samples for VOC analysis. Trip blank samples will be kept with the groundwater samples in the shipping coolers, but will remain unopened. Trip blank samples will be analyzed for VOCs to determine if sample cross-contamination by VOCs occurred during transportation and/or storage.

4.0 PROTECT LABORATORY AND ANALYTICAL METHODOLOGY

The laboratory initially selected for this project is TestAmerica Laboratories, Inc. of North Canton, Ohio (TestAmerica). The current project laboratory's shipping address follows.

TestAmerica Laboratories, Inc.
4101 Shuffel Street NW
North Canton, Ohio 44720
ATTN: Sample Receiving
Telephone: (330) 497-9396

TestAmerica will analyze groundwater samples for 9VAC20-80-300 Table 5.5 Organic Constituents using Method 8260B and Method 8011 (EDB and DBCP only) from "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (EPA SW-846, 3rd Edition). SW-846 Method 6010B and Method 6020 will be used to analyze groundwater samples for Table 5.5 Inorganic Constituents.

TestAmerica will analyze groundwater samples for two 9VAC20-80-300 Table 5.1 . constituents, cyanide and sulfide, using SW-846 Method 9012 and Method 9030, respectively. SW-846 Method 8270C will be used to analyze groundwater samples for 3-/4-methylphenol (m-,p-cresol).

TestAmerica's North Canton, Ohio laboratory is accredited by the National Environmental Laboratory Accreditation Program (NELAP) for the analyses being conducted for this project. Laboratory quality assurance/quality control (QA/QC) procedures will be consistent with the requirements of the SW-846 analytical methods and TestAmerica's QA Manual.

Blue Ridge Fiberboard, Inc. will notify the Virginia Department of Environmental Quality – Blue Ridge Regional Office of any change in laboratory services within thirty (30) days of such change.

5.0 INVESTIGATION-DERIVED WASTE HANDLING PROTOCOLS

Wastes generated during the sampling activities will include general refuse, decontamination fluids, and groundwater from monitoring well purging. General refuse, including polyethylene sheeting, tubing, empty distilled water containers, and personal protective equipment (PPE) will be placed in plastic trash bags and removed from the facility. Decontamination fluids from equipment cleaning and purged groundwater will be land applied to the ground surface downgradient of the monitoring well at which the sampling activities occurred, and will avoid discharge to State waters.