



PAT MCCRORY  
*Governor*

DONALD R. VAN DER VAART  
*Secretary*

MICHAEL SCOTT  
*Acting Director*

March 23, 2016

Mr. Chris Bagley  
HSM Solutions  
1115 Farrington Street  
Conover, NC 28603

Re: Final REC Administrative Agreement  
Allen-Beck Non-Petroleum  
Granite Falls, Caldwell County, NC  
Site ID No. NONCD 0001245

Dear Mr. Bagley:

The Inactive Hazardous Sites Branch (Branch) is forwarding a final Administrative Agreement (AA) for a Registered Environmental Consultant (REC)-directed, voluntary assessment and remedial action for the above site. The original, attached REC-AA must be signed by both the remediating party (RP) and REC and returned to me for execution by the Division of Waste Management (Division). Note that the RP must sign the REC-AA in two (2) locations. Also, the check for the REC Program administration fee (the financial assurance entry fee of \$2,500 made payable to NC Division of Waste Management and referenced to the REC Trust Fund) must be received by the Branch before the REC-AA can be executed. After it is executed, a copy of the REC-AA will be returned for your records. Be aware that oversight and approval of the remedial activities are the responsibility of the REC. When the REC-AA is signed, both the RP and REC will be acknowledging that the REC is fully accountable for complying with the REC Rules (15A NCAC 13C .0300) including the deadlines established upon execution of the REC-AA and the standards of conduct for RECs in Section .0305, which includes protection of public health.

Important resources to help with REC Program compliance can be found on our website at <http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>. The website includes links to the REC Rules, an REC Program Implementation Guidance document, and other useful materials such as common questions about the REC Program and document content checklists. These checklists provide a summary of the applicable rule requirements for each phase of work and can be used as tool to guide the RSM through the REC Program planning and documentation requirements. REC Program staff are also available to assist RPs and RECs with their understanding of, and compliance with, the rules and the Branch's procedures. We offer REC training sessions in small group settings for Registered Site Managers (RSMs) and their company staff, as well as RPs and other interested parties, at various times during the year or upon special request. In addition, REC staff can be contacted to arrange a conference call or meeting in order to discuss unusual technical situations that sometimes arise during the course of a remedial action. We encourage the use of these available resources.

The REC Rules were established in 1997 and include the technical and administrative requirements for performing voluntary remedial actions under the REC Program. A portion of the REC Rules [.0307] addresses audits that may be conducted by the Division to review compliance with the rules. Audits that have been performed since the program was established have discovered several common mistakes or oversights made by RECs following the execution of an REC-AA. Some of the general mistakes we have observed that should be avoided include:

- Not following the standards of conduct for RECs [.0305] by not recognizing the REC's primary obligation is to protect public health, safety and welfare and the environment (such as not reporting an imminent hazard or off-property contamination to the Department within 24 hours of discovery);
- Not meeting the work phase completion milestones [.0302(h)] that are established by the rules to ensure progress is made in these independent remedial activities;
- Not properly certifying documents [.0306(b)(1) & (2)] to assure that these independent actions are being conducted properly;
- Not certifying and submitting work plans prior to implementation [.0306(b)(4)] and providing required work phase completion statements at appropriate times [.0306(5)] to inform the public of site activities;
- Not addressing all required components in certified work plan and report documents;
- Not completely delineating contamination in all media [.0306(e) & (f)] which can result in an exposure to contaminants on and off property;
- Not evaluating structural vapor intrusion potential (specific guidance to conduct this important evaluation is available on the Branch's web site at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsguide>);
- Not demonstrating that the selected remedy will be effective [.0306(l)], such as implementing a monitored natural attenuation remedy when an active remedy may be warranted;
- Not ensuring remedial progress is made and performing proper remedial monitoring and reporting [.0306(o)] to ensure that the remedy is effective and funds are not mis-directed; and
- Not ensuring that the applicable cleanup standards are properly determined and met [.0308] to avoid contaminant exposures to property occupants and nearby homes and businesses.

Please review the resources previously mentioned above in the second paragraph to ensure compliance with these issues and all of the REC Rules. Feel free to contact REC staff if assistance is needed with understanding any of the statutes, rules, or Branch procedures.

We want all cleanups performed in the REC Program to be successful and site closure achieved. If you have any questions regarding the final REC-AA or the REC Program, please contact me by phone at (919) 707-8350 or e-mail at [Kim.Caulk@ncdenr.gov](mailto:Kim.Caulk@ncdenr.gov).

Sincerely,



Kim T. Caulk  
Division of Waste Management

Enclosure

cc: Mr. Chris Hay, EnviroTrac Ltd. (w/out enclosure)



- B. Within thirty-six (36) months after the execution of this Agreement, the Remediator shall complete a remedial investigation at the Site which complies with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k)-(p), .0306(c)-(h) and .0306(q). For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. The remedial investigation shall not be considered complete until the Remediator has submitted a remedial investigation report and completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
- C. Within twenty-four (24) months of completion of the remedial investigation or within sixty (60) months after the execution of this Agreement, whichever is earlier, the Remediator shall initiate groundwater remedial action at the Site in compliance with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k) - (p), .0306(c) - (d) and .0306(i) - (n). For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. Groundwater remedial action shall be considered initiated only upon the submission to the Division of the groundwater remedial action construction completion report, certified in accordance with .0306(b) by the REC and the Remediator, and upon commencement of the actual operation of the remedial system. The remedial action for groundwater shall not be considered complete until the Remediator has submitted, for groundwater, a remedial action completion report and work phase completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
- D. Within ninety-six (96) months after the execution of this Agreement, the Remediator shall complete, for wastes, soils, surface water and sediments at the Site, a remedial action which complies with the provisions of 15A NCAC 13C .0300 including, but not limited to, .0302(f), .0302(k) - (p), .0306(c) - (d), .0306(i) - (n) and .0308. For any requirement that has already been met, the Remediator shall specify the location within the document(s) on file with the Superfund Section that show(s) that the requirement has been met. The remedial action for wastes, soils, surface water and sediments shall not be considered complete until the Remediator has submitted, for these media, a remedial action completion report and work phase completion statement, both certified in accordance with .0306(b) by the REC and the Remediator.
- E. The Remediator shall submit quarterly letter status reports on or before the 15<sup>th</sup> day of January, April, July and October of each year until such time as the REC has prepared and submitted certified completion statements for all contaminated media pursuant to 15A NCAC 13C .0306(b)(5)(D). Each quarterly status report must summarize, in one to two paragraphs, work performed since the last quarterly status report. These status reports must include a statement confirming work is progressing in a manner to achieve the mandatory work phase completion deadlines set out in

15A NCAC 13C .0302(h). These status reports must be certified in accordance with .0306(b) by the REC assigned to this project and the Remediator. A quarterly letter status report may be incorporated with another document such as a remedial investigation work plan, a remedial investigation report, a remedial action plan, etc. if such other document is submitted at the time when a quarterly letter status report is due. Once the REC has prepared and submitted certified completion statements for all contaminated media pursuant to 15A NCAC 13C .0306(b)(5)(D), quarterly letter status reports under this paragraph shall be supplanted with the requirements of progress reporting of remedial action implementation pursuant to 15A NCAC 13C .0306(o).

- F. If, after the remedial investigation has been completed pursuant to 15A NCAC 13C .0306(e), .0306(f), and .0306(h), there is groundwater contamination at the Site in excess of cleanup levels established pursuant to 15A NCAC 13C .0308, the Remediator shall install and monitor sentinel groundwater monitoring wells or utilize existing wells that serve this purpose such that groundwater monitoring data obtained from ongoing monitoring activities will accurately monitor the migration of any contamination at the Site toward any drinking water or production water well that is known to be present within one-thousand (1000) feet of the detectible perimeter of the groundwater contamination at the Site. The Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers that a sentinel groundwater monitoring well has detectable concentrations of any contamination.
- G. After completing the inventory of all identifiable wells used as sources of potable water pursuant to 15A NCAC 13C .0306(g)(6), if any new drinking water wells are installed within one-thousand five-hundred (1500) feet of the Site property boundaries, the Remediator shall notify the Division within twenty-four (24) hours of the time when the Remediator or the Remediator's REC discovers or otherwise finds out about such wells during the normal course of work for the project.
- H. If hazardous substances as defined in G.S. 130A-310(2) or other contaminants as defined in 15A NCAC 2L for which the Remediator is responsible have affected any drinking water wells, the Remediator shall, within a time period established by the Division, provide an alternate drinking water source for users of those wells.
- I. The Remediator shall ensure that remedial action progress reports are prepared in accordance with 15A NCAC 13C .0306(o).

#### IV. ADDITIONAL PROVISIONS

- A. All work performed pursuant to this Agreement shall be under the direction and supervision of the Division-approved REC specified in Attachment A, in accordance with 15A NCAC 13C .0302(f).

- B. All work plans, reports, completion statements and project schedules prepared pursuant to this Agreement shall be certified by a representative of the Remediator in accordance with 15A NCAC 13C .0306(a) and .0306(b)(2).
- C. In the event that the REC specified in Attachment A ceases to serve in that capacity at the Site or is disqualified as an REC by the Division, the Remediator's voluntary remedial action status shall be subject to revocation if the Remediator fails to propose a replacement REC within sixty (60) days, in accordance with 15A NCAC 13C .0302(n). In the event that a new REC is retained for the Site, the Remediator shall obtain an Amendment to Attachment A from the Division and within the sixty (60) days mentioned above, shall execute it, cause the new REC also to execute it, and submit it to the Division.
- D. The Remediator shall pay an annual administration fee to the Division, in accordance with 15A NCAC 13C .0307(c), to help offset the costs of the Division's audits of voluntary remedial actions.
- E. In the event that the Agreement is terminated, other than termination after remedial action completion and final certification by the REC, the Remediator shall, within thirty (30) days, submit to the Division a document containing all information and data that has been collected to date which has not yet been submitted to the Division in a completed certified document. Certification of this document shall be provided in accordance with 15A NCAC 13 C .0306(b)(1) and (2).
- F. This is a voluntary agreement. If the Remediator elects to discontinue implementation of work under this Agreement, the Remediator shall notify the Division in writing of such intent and this Agreement shall be dissolved upon the Division's receipt of such written notice. If the Division determines that the Remediator is not complying with the terms of this Agreement in a timely manner, the Division may notify the Remediator in writing of such determination, and the Agreement shall be dissolved upon the Remediator's receipt of such written notice. Further, should the United States Environmental Protection Agency ("the EPA") list the Site, or any portion of it, on the National Priorities List ("the NPL"), should the Site score high enough for listing on the NPL, or should the Division state in writing to the Remediator that it desires that the EPA not be limited in its authority under any portion of the Comprehensive Environmental Response, Compensation and Liability Act, codified at 42 U.S.C. §§ 9601 to 9675, by the existence of this Agreement, then either party may dissolve this Agreement except of the rights and obligations specified in Attachment A. Dissolution on the basis of NPL scoring or to remove any bar to EPA's authority shall be without prejudice to either party to enter into an Administrative Agreement at a later date if allowed by, and subject to, North Carolina law then existing regarding Administrative Agreements. In any of these events, neither party may seek judicial review of the dissolution of this Agreement or has any right, claim or action for breach of this Agreement. In any of these events, the Division shall retain all its applicable enforcement rights against the Remediator,

and the Remediator shall retain all applicable defenses. Notwithstanding the foregoing or the subsequent dissolution of this Agreement, paragraphs IV. E, H, and I and the rights, obligations and duties contained therein shall survive the dissolution of this Agreement. Also, the dissolution of this Agreement shall not revoke, negate and/or otherwise excuse the violation(s) of any applicable statute or rule occurring prior to said dissolution. Additionally, the dissolution of this Agreement shall not revoke, cancel or in any way affect the Remediator's obligation to pay any fee, cost or expense owed to the Division prior to said dissolution.

- G. Pursuant to 15A NCAC 13C .0302(g), the Division shall have complete discretion to effect cleanup itself, or directly oversee a Remediator's cleanup, if the Division determines that the Site poses an imminent hazard, if there is significant public concern, if the Division has initiated an enforcement action, if the Division is concerned about material misrepresentations or environmental non-compliance on the part of a party seeking to effect or effecting remedial action at the Site pursuant to this Section, if hazardous substances have migrated to adjoining property, or if other conditions, such as the presence of sensitive environments or mixed wastes (commingled radioactive and chemical wastes), so warrant.
- H. To the extent not barred by North Carolina law, the undersigned Remediator agrees to indemnify and save and hold harmless the State of North Carolina and its agencies, departments, officials, agents, employees, contractors and representatives, from any and all claims or causes of action arising from or on account of acts or omissions of the Remediator or its officers, employees, receivers, trustees, agents or assigns in carrying out actions required pursuant to the Agreement.
- I. Neither the State of North Carolina nor any agency or representative thereof shall be held to be party to any contract involving the Remediator relating to the Site excluding, however, this Agreement.
- J. The Remediator shall submit electronic copies of all work plans and reports. Electronic documents should be submitted in a format designated by the Division. Currently, electronic documents should be submitted on CD in high resolution PDF/A (minimum 300 dpi) PDF/A format.

The effective date of this Agreement shall be the date on which it is executed by Jim Bateson.

Date Executed: \_\_\_\_\_

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

Jim Bateson, L.G.  
Chief, Superfund Section  
Division of Waste Management  
North Carolina Department of Environmental Quality

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

(Signature of Party Authorized to Bind Remediator)

\_\_\_\_\_  
(Typed or Printed Name of Signatory, Title)

\_\_\_\_\_  
(Typed or Printed Name of Company)

**Attachment A: Confirmation of Retention of a Registered Environmental Consultant**

We hereby certify that the Remediator has retained the undersigned Division-approved Registered Environmental Consultant (REC) to implement and oversee a voluntary remedial action at the Site pursuant to N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300, and that the undersigned Division-approved Registered Site Manager (RSM) shall serve as RSM for the voluntary remedial action.

The Remediator affirms that the REC has been provided a full and complete copy of this Agreement prior to signature. The undersigned REC representatives affirm that they have received and read this Agreement. Both the Remediator and REC acknowledge that the REC is fully accountable for complying with 15A NCAC 13C .0300 including the deadlines established upon execution of this Agreement. Should the contractual relationship between the REC and the Remediator terminate or should the REC otherwise cease to be REC of the Site for whatever reason, the Remediator and/or REC shall give notice to the Division in writing within ten (10) days of that termination or cessation.

**Remediator:**

\_\_\_\_\_  
(Signature Party Authorized to Bind Remediator) (Date)

\_\_\_\_\_  
(Typed or Printed Name of Signatory, Title)

\_\_\_\_\_  
(Typed or Printed Name of Company)

**Registered Environmental Consultant:**

\_\_\_\_\_  
(Signature of REC Owner, Partner, or Corporate Officer) (Date)

\_\_\_\_\_  
(Typed or Printed Name of Signatory, Title)

\_\_\_\_\_  
(Typed or Printed Name of REC Firm)

**Registered Site Manager:**

\_\_\_\_\_  
(RSM Signature) (Date)

\_\_\_\_\_  
(Typed or Printed Name of RSM)



**From:** [Caulk, Kim](#)  
**To:** [skiser@caldwellcountync.org](mailto:skiser@caldwellcountync.org)  
**Subject:** Public Notice for REC-AA, Allen-Beck Site, Granite Falls, Caldwell County  
**Date:** Wednesday, January 27, 2016 2:33:04 PM  
**Attachments:** [Allen-Beck StandardRECAANotice 1-16.pdf](#)  
[image001.png](#)

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Mr. Kiser:

I enjoyed speaking with you Wednesday.

Per our telephone conversation, attached is the public notice regarding an administrative agreement for a remedial action at the former Allen-Beck Site. This is the public notice that was issued to the Caldwell County Health Director, Ms. Denise Michaud, and surrounding property owners, as well as Mr. Jerry Church with the Town of Granite Falls. The Town of Granite Falls informed us that the Site was outside of their jurisdiction, so we are forwarding it to you.

After it was issued, we also discovered a typo. The remediating party is actually Hickory Springs Manufacturing Company.

If you have any questions, please contact me.

Thank you,  
Kim

**Kim T. Caulk, PG**

Inactive Hazardous Sites Branch – Registered Environmental Consultant Program  
North Carolina Department of Environmental Quality

919 707-8350 office  
[kim.caulk@ncdenr.gov](mailto:kim.caulk@ncdenr.gov)

217 West Jones Street  
1601 Mail Service Center  
Raleigh, NC 27699



*Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.*

# NOTICE OF ADMINISTRATIVE AGREEMENT

Allen-Beck Non-Petroleum  
Granite Falls, Caldwell County, North Carolina  
Site ID No. NONCD0001245

You are receiving this Public Notice on behalf of the North Carolina Department of Environmental Quality (NCDEQ) to inform you of an Administrative Agreement (Agreement) for an environmental cleanup that is currently under negotiation for the Allen-Beck Non-Petroleum Site (Site), located at 3305 Kellina Lane in Granite Falls, Caldwell County, North Carolina. This Notice has been prepared for nearby property owners and other parties that may be interested in the cleanup activities at the Site. The NCDEQ - Division of Waste Management (Division) is soliciting public comment on the proposed Agreement that is in review with M.5 Corp (the Remediator). The Remediator plans to conduct a voluntary cleanup of hazardous substances at the Site pursuant to the Inactive Hazardous Sites Response Act [N.C.G.S. 130A-310.9(b) and -310.9(c)]. The cleanup will be overseen by a Department-approved "Registered Environmental Consultant" (REC) that is hired by the Remediator in place of state oversight. The REC will perform the cleanup in accordance with the REC Program Rules [15A NCAC 13C .0300] and the work the REC performs is subject to audits conducted by the NCDEQ.

## How to Review the Site File

You may access the Site file online using the following link:

<https://edm.nc.gov/DENR-Portal/>

Once you are connected to the NCDEQ Portal, enter the site's "name/subject" or "ID" shown at the top of this Notice into the corresponding fields under "Property criteria". Click the "SEARCH" button and the Site documents will be displayed in chronological order. Right-click on the correspondence or documents you would like to review. Additional instructions for accessing file records online can be found at <http://portal.ncdenr.org/web/wm/sf/ihs/home>. If you have difficulty and need further assistance accessing the files electronically or would like to set up an appointment to review files with staff assistance, please contact Mr. Scott Ross at (919) 707-8272 or [Scott.Ross@ncdenr.gov](mailto:Scott.Ross@ncdenr.gov). If you would like a paper copy of any file materials mailed to you, please provide your mailing address and specify the materials that you want. Note, charges for photocopies and postage may apply.

## How to Receive a Copy of the Draft Agreement or Have Questions Answered About the REC Program

You can receive an electronic copy of the draft Agreement or ask questions/provide comment regarding the Notice, draft Agreement, or roles of the Registered Environmental Consultant and the NCDEQ for the Site by contacting:

MR. KIM T. CAULK  
REC PROGRAM  
SUPERFUND SECTION  
NORTH CAROLINA DIVISION OF WASTE MANAGEMENT  
217 WEST JONES STREET  
RALEIGH, NC 27603  
(919) 707-8350  
Kim.Caulk@ncdenr.gov  
<http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

All comments on the draft Agreement must be received no later than **February 25, 2016**.

**PUBLIC NOTICE MAILING LIST  
 ALLEN-BECK NON-PETROLEUM  
 NONCD0001245  
 3305 KELLINA LANE  
 GRANITE FALLS, CALDWELL COUNTY, NORTH CAROLINA**

1) The IHSB is currently unaware of a mailing list for the Site.

2) Out of courtesy, the following adjacent property owners along with the County Health Director & a local government authority will be provided notification.

Name	Street Address	City State Zip	Comments
Scott Ross, DWM File Room			Via email only
Chris Bagley	HSM Solutions		<a href="mailto:cbagley@hsm solutions.com">cbagley@hsm solutions.com</a>
Christopher Hay	EnviroTrac Ltd.		<a href="#">m</a>
Denise Michaud Caldwell County Health Director	2345 Morganton Blvd, SW	Lenoir, NC 28645	
Jerry Church	Town of Granite Falls Manager PO Drawer 10	Granite Falls, NC 28630	
Larry G & Jo Ann Hollar	PO Box 727	Hudson NC 28638	
Sue Bumgarner	3324 Kellina Ln	Hudson NC 28638	
Connie B McRary	4335 Lower Cedar Valley Rd	Hudson NC 28638	
Thomas G & Debbie H McRary	4355 Lower Cedar Valley Rd	Hudson NC 28638	
Russell Fox c/o 1st Choice Housing Inc	16507 Northcross Drive, Ste G	Huntersville NC 28078	
Allen Beck Industries	c/o Hickory Springs Mfg PO Box 128	Hickory NC 28603	
Cynthia M Beck	6 Leisure Ln	Granite Falls NC 28630	
Mazen Yousef Saleh	PO Box 10568	Jeddah Saudi Ara 21443	
H&H Holdings of Granite Falls LLC	28 Park Square	Granite Falls NC 28630	
Avery Dean Bumgarner	3659 Hickory Blvd	Hudson NC 28638	



**LEGEND**

- 1 — Adjacent Property Map ID
- Site Boundary

**NOTES:**  
 Based information from Caldwell County GIS.  
 See Table 1 for Property Owner Information for each Map ID.



7343 W. FRIENDLY AVENUE, SUITE J  
 GREENSBORO, NORTH CAROLINA

**FIGURE 3**  
**ADJACENT PROPERTIES MAP**

ALLEN-BECK INDUSTRIES, INC.  
 3305 KELLINA LANE  
 GRANITE FALLS, NORTH CAROLINA

REVISED BY:  
 DATE:

DRAWN BY: GGH  
 DATE: 01/15/16

APPROVED BY:  
 CWH

SCALE: AS SHOWN  
 PROJECT NO: 11.990027.00

**TABLE 1: ADJACENT PROPERTY OWNER INFORMATION**

Map ID	PIN	Owner	Parcel Address	Mailing Address
Site	2776533333	Allen Beck Industries	Kellina Lane	c/o Hickory Springs Mfg PO Box 128 Hickory NC 28603
Site	2776534417	Allen Beck Industries	3305 Kellina Lane	
Site	2776535607	Allen Beck Industries	Hickory Blvd	
1	2776530801	Larry G & Jo Ann Hollar	3650 Hickory Blvd	PO Box 727 Hudson NC 28638
2	2776546021	Sue Bumgarner	3324 Kellina Ln	3324 Kellina Ln Hudson NC 28638
3	2776630758	Connie B McRary	4335 Lower Cedar Valley Rd	4335 Lower Cedar Valley Rd Hudson NC 28638
4	2776631374	Thomas G & Debbie H McRary	4355 Lower Cedar Valley Rd	4355 Lower Cedar Valley Rd Hudson NC 28638
5	2776529952	Russell Fox c/o 1st Choice Housing Inc	3690 Hickory Blvd	16507 Northcross Drive, Ste G Huntersville NC 28078
6	2776535115	Allen Beck Industries	Hickory Blvd	c/o Hickory Springs Mfg PO Box 128 Hickory NC 28603
7	2776534261	Cynthia M Beck	3680 Hickory Blvd	6 Leisure Ln Granite Falls NC 28630
8	2776520922	Mazen Yousef Saleh	BK 1150 PG 390 YR 95 ST 250.00	PO Box 10568 Jeddah Saudi Ara 21443
9	2776423694	H&H Holdings of Granite Falls LLC	BK 1848 PG 536 YR 2014 ST 186.00	28 Park Square Granite Falls NC 28630
10	2776435239	Avery Dean Bumgarner	3659 Hickory Blvd	3635 Hickory Blvd Hudson NC 28638

**NOTE:**

Map IDs correspond to Figure 3.