



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

Pat McCrory  
Governor

Dexter R. Matthews  
Director

John E. Skvarla, III  
Secretary

June 28, 2013

Mr. Jesse Overgord  
Genlyte Thomas Group, LLC  
P.O. Box 88  
Lock Haven, PA 17745

Re: Executed REC Administrative Agreement  
Ardee/Translite  
Shelby, Cleveland County, NC  
Site ID No. NONCD0002881

Dear Mr. Overgord:

I have enclosed a copy of the executed Registered Environmental Consultant (REC) Administrative Agreement (AA) for the above site. The effective date of the REC-AA is June 28, 2013. By signing the REC-AA, both the Remediator and the REC have acknowledged that the REC is fully accountable for complying with 15A NCAC 13C .0300 including the deadlines that are established upon execution of this REC-AA and the standards of conduct for RECs in Section .0305(b). The first quarterly letter status report required by Section III.E of the REC-AA is due October 15, 2013.

Per 15A NCAC 13C .0308, the REC must ensure that the Department's ascertainment of the most nearly applicable cleanup standards as would be applied under CERCLA/SARA are met. This includes an evaluation of structural vapor intrusion potential.

In the future, if you need any assistance regarding this project, please contact Matt Aufman at (919) 707-8348 or [Matt.Aufman@ncdenr.gov](mailto:Matt.Aufman@ncdenr.gov).

Sincerely,

Kim T. Caulk  
REC Program  
Inactive Hazardous Sites Branch  
Superfund Section

Enclosure

cc: Mr. David Oliphant, AECOM NC (w/ enclosure)

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES  
DIVISION OF WASTE MANAGEMENT  
SUPERFUND SECTION**



**IN RE:** ARDEE/TRANSLITE  
NONCD 0002881  
SHELBY, NORTH CAROLINA  
CLEVELAND COUNTY

**ADMINISTRATIVE AGREEMENT  
FOR REGISTERED ENVIRONMENTAL  
CONSULTANT-DIRECTED ASSESSMENT  
AND REMEDIAL ACTION PURSUANT TO  
N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300.**

DOCKET NUMBER 13-SF-363

**I. STATEMENT OF PURPOSE**

The purpose of this Administrative Agreement (Agreement) is to provide for implementation by Genlyte Thomas Group LLC (the Remediator) of a voluntary remedial action program pursuant to N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300 at the site defined in Section II. A. of this Agreement.

**II. STIPULATIONS OF FACT**

- A. The "Site" is any area on the property located at 639 Washburn Switch Road, Shelby in Cleveland County, North Carolina and currently owned by Genlyte Thomas Group LLC where a hazardous substance has been disposed, deposited, placed or discharged and any other area or property to which the contamination from that disposal, deposition, placement or discharge has come to be located.
- B. The Site is an inactive hazardous substance or waste disposal site within the meaning of N.C.G.S. 130A-310(3).

**III. WORK TO BE PERFORMED**

- A. The Remediator shall conduct a voluntary remedial action at the Site in accordance with the provisions of N.C.G.S. 130A-310.9(c), 15A NCAC 13C .0300, and the "Registered Environmental Consultant Program Implementation Guidance" of the North Carolina Division of Waste Management (the Division). The voluntary remedial action shall include the remediation of any hazardous substances as defined in G.S. 130A-310(2) and any contaminants as defined in 15A NCAC 2L that have been disposed, deposited, discarded, discharged, or abandoned at the Site.

- 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).

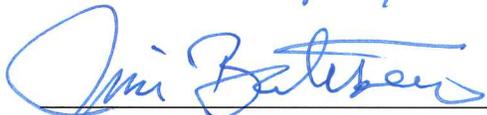
- B. All work plans, reports, completion statements and project schedules prepared pursuant to this Agreement shall be certified by a representative of the Remediator in accordance with 15A NCAC 13C .0306(a) and .0306(b)(2).
- C. In the event that the REC specified in Attachment A ceases to serve in 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: 06/28/2013

By:   
Jim Bateson, L.G.  
Chief, Superfund Section  
Division of Waste Management  
North Carolina Department of Environment  
and Natural Resources

By:   
(Signature of Party Authorized to Bind Remediator)

Michael Manning VP General Counsel  
(Typed or Printed Name of Signatory, Title)

Genlyte Thomas Group LLC  
(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:**

  
17 May 2013  
(Signature Party Authorized to Bind Remediator) (Date)

Michael Mannings VP General Counsel  
(Typed or Printed Name of Signatory, Title)

Genlyte Thomas Group, LLC  
(Typed or Printed Name of Company)

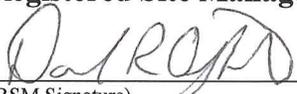
**Registered Environmental Consultant:**

  
5-24-13  
(Signature of REC Owner, Partner, or Corporate Officer) (Date)

PAUL A. BANKS SR VICE PRESIDENT  
(Typed or Printed Name of Signatory, Title)

AECOM NC, INC.  
(Typed or Printed Name of REC Firm)

**Registered Site Manager:**

  
5-21-13  
(RSM Signature) (Date)

David R. Oliphant  
(Typed or Printed Name of RSM)



June 17, 2013

Kim Caulk, P.G.  
REC Program Manager  
NCDENR, Division of Waste Management  
IHSB  
1646 Mail Service Center  
Raleigh, NC 27699

RE: Ardee Translite, NONCD 0002881  
Shelby, Cleveland County, NC  
Final and Signed AA

Dear Mr. Caulk:

Attached please find the original (final), signed AA for the above-listed site. The check for the \$2500 entrance fee has been transmitted to you under separate cover.

If you have any questions, please do not hesitate to contact Jesse Overgord of the Genlyte Thomas Group (the RP contact) or me (AECOM RSM) at 864-234-3560.

Sincerely,

David R. Oliphant  
AECOM RSM

Attachment

Thanks, Kim. Would you kindly confirm receipt to me by email: dave.oliphant@aecom.com?  
Thank you.

AECOM TECHNICAL SERVICES INC  
AP HELP DESK  
4840 Cox Road  
Glen Allen, VA 23060



Return Service Requested

Date: 05/16/2013  
Check #: 30026650  
Payment Amount: 2,500.00  
Vendor #: 137497



010628 R3K7T1A  
NORTH CAROLINA DIVISION OF WASTE MANAGEMENT  
NCDENR DWM SUPERFUND SECTION  
217 WEST JONES STREET  
RALEIGH NC 27603

*Ardee / Translite*

Remittance Advice

Invoice Date	Invoice #	Voucher Number	Invoice Gross Amt	Discount Amount	Invoice Payment Amt
05/01/2013	CR0501132500	853524914	2,500.00	0.00	2,500.00
REC TRUST FUND (SITE#NONCD002881)					



R3K7T136 010628 136184425171 NNNNN NNNNN NNNNNNNNN 000001

PLEASE DETACH BEFORE DEPOSITING CHECK



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

Pat McCrory  
Governor

Dexter R. Matthews  
Director

John E. Skvarla, III  
Secretary

May 1, 2013

Mr. Jesse Overgord  
Genlyte Thomas Group, LLC  
P.O. Box 88  
Lock Haven, PA 17745

Re: Final REC Administrative Agreement  
Ardee/Translite  
Shelby, Cleveland County, NC  
Site ID No. NONCD0002881

Dear Mr. Overgord:

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, final AA must be signed by both the remediating party (RP) and REC and returned to me for execution by the Division of Waste Management (DWM). Note that the RP must sign the AA in two (2) locations. Also, the check for the REC Program administration fee must be received by the Branch before the AA can be executed. After it is executed, a copy of the AA will be returned for your records. Be aware, when the 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 AA and the standards of conduct for RECs in Section .0305(b).

If you have any questions, 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  
REC Program  
Inactive Hazardous Sites Branch  
Superfund Section

Enclosure

cc: Mr. David Oliphant, AECOM NC (w/out enclosure)

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES  
DIVISION OF WASTE MANAGEMENT  
SUPERFUND SECTION**

**IN RE: ARDEE/TRANSLITE  
NONCD 0002881  
SHELBY, NORTH CAROLINA  
CLEVELAND COUNTY**

**ADMINISTRATIVE AGREEMENT  
FOR REGISTERED ENVIRONMENTAL  
CONSULTANT-DIRECTED ASSESSMENT  
AND REMEDIAL ACTION PURSUANT TO  
N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300.**

**DOCKET NUMBER 13-SF-\_\_\_\_\_**

**I. STATEMENT OF PURPOSE**

The purpose of this Administrative Agreement (Agreement) is to provide for implementation by Genlyte Thomas Group LLC (the Remediator) of a voluntary remedial action program pursuant to N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300 at the site defined in Section II. A. of this Agreement.

**II. STIPULATIONS OF FACT**

- A. The "Site" is any area on the property located at 639 Washburn Switch Road, Shelby in Cleveland County, North Carolina and currently owned by Genlyte Thomas Group LLC where a hazardous substance has been disposed, deposited, placed or discharged and any other area or property to which the contamination from that disposal, deposition, placement or discharge has come to be located.
- B. The Site is an inactive hazardous substance or waste disposal site within the meaning of N.C.G.S. 130A-310(3).

**III. WORK TO BE PERFORMED**

- A. The Remediator shall conduct a voluntary remedial action at the Site in accordance with the provisions of N.C.G.S. 130A-310.9(c), 15A NCAC 13C .0300, and the "Registered Environmental Consultant Program Implementation Guidance" of the North Carolina Division of Waste Management (the Division). The voluntary remedial action shall include the remediation of any hazardous substances as defined in G.S. 130A-310(2) and any contaminants as defined in 15A NCAC 2L that have been disposed, deposited, discarded, discharged, or abandoned at the Site.

- 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 Environment  
and Natural Resources

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)

## Caulk, Kim

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**Subject:** REC Kickoff Telephone Meeting for Ardee Translite, Shelby, NC (Site # NONCD0002881)  
**Location:** Conf Call Toll Free Call in Number: 866-203-6896, Conf. Code: 8642343560  
**Start:** Wed 5/1/2013 11:00 AM  
**End:** Wed 5/1/2013 11:30 AM  
**Recurrence:** (none)  
**Meeting Status:** Accepted  
**Organizer:** Oliphant, Dave

5/1/13

Conference call held w/ RP, Jesse Overgond, & REC/RSM, Dave Oliphant. We discussed the REC-AA & deadlines as well as the purpose of the quarterly status update letter reports. They both indicated they understood & were ready to proceed w/ executing the AA. We also briefly discussed a few technical issues regarding the site. I explained the process for executing the AA.

KTC

## NOTICE OF ADMINISTRATIVE AGREEMENT

Ardee/Translite  
Shelby, Cleveland County, North Carolina

The North Carolina Division of Waste Management (Division) is soliciting public comment on an Administrative Agreement (Agreement) that the Division intends to enter into with Genlyte Thomas Group, LLC (the Remediator). The Remediator plans to conduct a voluntary cleanup of hazardous substances at the Newland Pesticides Site, located at 639 Washburn Switch Road, Shelby in Cleveland County, North Carolina. This voluntary remedial action will be conducted pursuant to N.C.G.S. 130A-310.9(b) and -310.9(c). Voluntary remedial actions implemented pursuant to N.C.G.S. 130A-310.9(c) are directed by Department-designated "Registered Environmental Consultants" in place of state oversight.

The complete file and a copy of the Agreement can be viewed at the following location:

NC Division of Waste Management  
217 West Jones Street  
Raleigh, North Carolina 27603

Hours (by appointment only):  
Monday - Friday 8:00 am - 5:00 pm  
To schedule an appointment, contact Mr. Scott Ross  
at (919) 707-8272

To receive an electronic copy of the draft Agreement or to provide comments or questions regarding the draft Agreement or the role of the Registered Environmental Consultant for this site, contact:

MR. KIM T. CAULK  
REC PROGRAM  
SUPERFUND SECTION  
NORTH CAROLINA DIVISION OF WASTE MANAGEMENT  
217 WEST JONES STREET  
RALEIGH, NC 27603  
(919) 707-8200  
[Kim.Caulk@ncdenr.gov](mailto:Kim.Caulk@ncdenr.gov)  
<http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

This Notice has been prepared for parties in the general area that may be interested in the cleanup activities at the Site. All comments on the draft Agreement must be received no later than April 19, 2013.

**ARDEE/TRANSLITE  
639 WASHBURN SWITCH ROAD  
SHELBY, CLEVELAND COUNTY, NORTH CAROLINA**

<b>Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
KIM T. CAULK NCDENR	217 WEST JONES STREET	RALEIGH	NC	27603-1336
JESSE OVERGORD SENIOR PROJECT MANAGER	1 MOUNT VERNON STREET PO BOX 88	LOCK HAVEN	PA	17745
MS DOROTHEA WYANT CLEVELAND COUNTY HEALTH DIRECTOR	315 EAST GROVER STREET	SHELBY	NC	28150
RICK HOWELL SHELBY CITY MANAGER	300 SOUTH WASHINGTON STREET PO BOX 207	SHELBY	NC	28151
CAPITOL FUNDS INC	PO BOX 146	SHELBY	NC	28151
CLEARWATER PAPER CORPORATION	601 W RIVERSIDE AVENUE	SPOKANE	WA	99201
JOHN F AND GRACE WEAVER	2221 ALBERT BLANTON	SHELBY	NC	28152
GEORGE C DOGGETT	515 WASHBURN SWITCH ROAD	SHELBY	NC	28150
NC DEPARTMENT OF TRANSPORTATION	1546 MAIL SERVICE CENTER	RALEIGH	NC	27611
COLEMAN AND NANCY DOGGETT	217 ROSECOMMON LANE	CARY	NC	27511
CONTAINER CORPORATION OF AMERICA C/O INDUSTRIAL VALUATION	PO BOX 92108	AUSTIN	TEXA S	78709

## Caulk, Kim

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**From:** Oliphant, Dave [DAVE.OLIPHANT@aecom.com]  
**Sent:** Monday, March 11, 2013 11:47 AM  
**To:** Caulk, Kim  
**Cc:** Overgord, Jesse; Oliphant, Dave  
**Subject:** FW: REC-AA Request for Ardee Translite, Shelby (NONCD00002881)  
**Attachments:** Ardee Translite Addresses of Adj Prop Owners.docx; Ardee Translite Tax Map.pdf

Kim,

Attached please find two of the three requirements for Item 4 of the REC-AA Procedures, so that the public notice process can begin (Jesse just approved me to send these to NCDENR:

- [Site Location Map](#) from the Cleveland County Tax Assessor Web Site (pdf file)
- [Mailing addresses of the adjacent property owners](#), excerpted from the Tax Assessor Web Site (MS Word file)

The RP (Genlyte Thomas) wants to review the draft AA this week, after which time we will send in the \$2500 REC Program Initiation fee.

If we need to discuss further, please feel free to email me or call me at 864-380-6950. I would be glad to be listed as a contact person, if any adjacent owners have questions.

Dave Oliphant  
AECOM, consultant for Genlyte Thomas Group (the site RP)  
864-234-3560

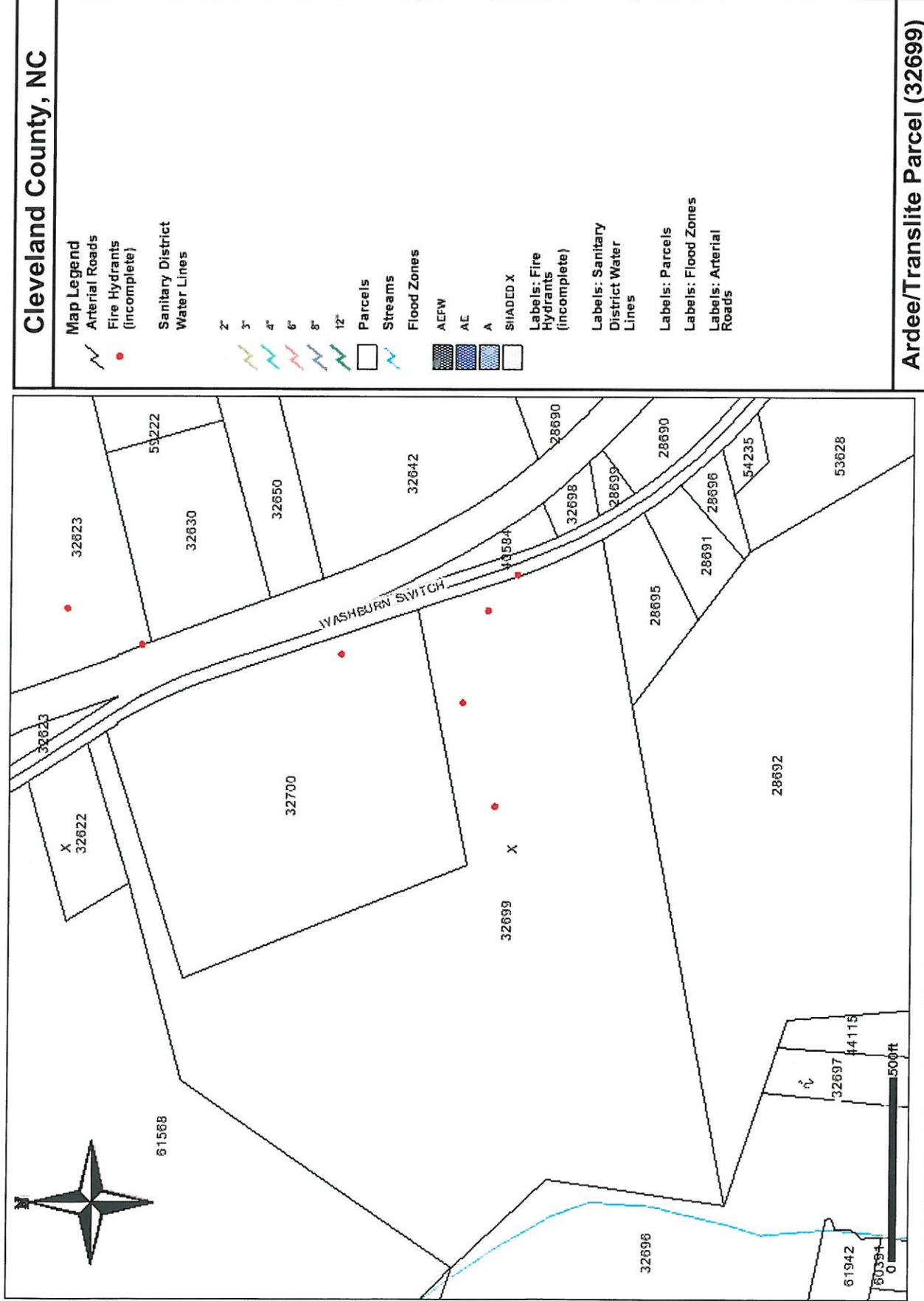
Ardee Translite, 639 Washburn Switch Road, Shelby, NC

Adjacent Property Owner and Mailing Addresses (Source: Cleveland County, NC Tax Assessor Web Site)

1. Parcel No.32700: Capitol Funds, Inc., P.O. Box 146, Shelby, NC 28151
2. Parcel No. 40584: Coleman A. Doggett, 217 Rosecommon Lane, Cary, NC 27511
3. Parcel No. 32698: City of Shelby, 300 S. Washington St., Shelby, NC 28150
4. Parcel No. 28695: Department of Transportation, An Agency of the State of NC, 1546 Mail Service Center, Raleigh, NC 27611
5. Parcel No. 28692: George C. Doggett, 515 Washburn Switch Road, Shelby NC 28150

Source of Information: Cleveland County Tax Assessor Web Site:

<http://arcgis.webgis.net/nc/Cleveland/>



**DISCLAIMER:** The information contained on this page is NOT to be construed or used as a "legal description".  
 Map information is believed to be accurate but accuracy is not guaranteed.  
<http://www.webgis.net> Anderson & Associates, Inc. <http://www.andassoc.com>

## Caulk, Kim

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**From:** Caulk, Kim  
**Sent:** Monday, March 11, 2013 9:50 AM  
**To:** Caulk, Kim; Oliphant, Dave  
**Cc:** Overgard, Jesse; Jones, Anna  
**Subject:** Draft REC-AA for Ardee/Translite, Shelby (NONCD00002881)  
**Attachments:** Ardee Translite.RECAA.3-13.doc

Attached is a **draft** Administrative Agreement (AA) for a Registered Environmental Consultant (REC)-directed assessment and remedial action for the above Site (Site). **Note that the REC-AA is a standard document prepared with the assistance of the attorney general's office. The majority of the AA comes from the REC Rules and the Inactive Hazardous Sites Response Act and, therefore, most of the contents cannot be changed.** The Remediating Party and REC should carefully review this document to make sure the information on the front page is correct and contact me to let me know if you are satisfied with the draft document or if there are any questions regarding the contents and procedures. **PLEASE DO NOT SIGN THE DRAFT AA AND MAIL IT TO THE INACTIVE HAZARDOUS SITES BRANCH (Branch).** If you are satisfied with the terms specified in the agreement, the Branch will prepare a final AA, assign a docket number, and mail it to you for signature.

Section III of the AA specifies the work to be performed. Note that for any site that enters the REC Program, the RP along with its designated RSM must make sure that all requirements for a particular phase of work specified in the REC Rules [see .0306(b)(5)] such as a remedial investigation work plan, remedial investigation report, remedial action plan, etc. have been completed **for all media** and the document components required by the REC Rules have been addressed. Procedures for preparing these documents are described in the REC Program Implementation Guidance (Guidance) which can be found on our web site at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsguide>. As indicated in Section III of the AA, for any requirement that has already been completed, the RP and REC can specify the location within the document(s) on file with the Superfund Section that indicates the requirement has already been met. Also be aware that all future work plans, report documents, and work phase completion statements that are submitted must be certified in accordance with .0306(b). If you believe unique circumstances exist regarding any of the required work phases and documents or the procedures described in the Guidance, please contact me.

By law the Department of Environment and Natural Resources must allow a 30-day public comment period for the proposed AA prior to its execution. Therefore, the RP and/or the REC will need to provide the Branch with a surrounding property map, such as a tax record map, and the mailing addresses of each of the surrounding property owners. I can begin the public notice while we are finalizing the AA.

In order to participate in the REC Program, an annual administrative fee that is used by the state to offset the costs for auditing REC sites is required. The initial fee, which is due upon entering the REC Program, is \$2,500.00 and must be received by the Branch before the AA can be executed. Checks should be made payable to NC Division of Waste Management and referenced to the REC Trust Fund. Note that there will be a similar fee each year until the remediation at the Site is complete. The annual fee is based on the number of sites in the REC Program each year and the state's projected costs for overseeing the REC Program.

Before we proceed further, I would like to have a brief conference call to discuss the overall function of the Inactive Hazardous Sites Branch and the REC Program and the work to be performed under the REC Rules and the AA.

Thanks for your interest in the REC Program. Please contact me at your convenience to arrange the call or contact me if you have any questions.

Thanks,  
Kim

Kim T. Caulk, P.G.  
Phone: (919) 707-8350

<http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES  
DIVISION OF WASTE MANAGEMENT  
SUPERFUND SECTION**

**IN RE: ARDEE/TRANSLITE  
NONCD 0002881  
SHELBY, NORTH CAROLINA  
CLEVELAND COUNTY**

**ADMINISTRATIVE AGREEMENT  
FOR REGISTERED ENVIRONMENTAL  
CONSULTANT-DIRECTED ASSESSMENT  
AND REMEDIAL ACTION PURSUANT TO  
N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300.**

**DOCKET NUMBER \_\_\_\_-SF-\_\_\_\_**

**I. STATEMENT OF PURPOSE**

The purpose of this Administrative Agreement (Agreement) is to provide for implementation by Genlyte Thomas Group LLC (the Remediator) of a voluntary remedial action program pursuant to N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300 at the site defined in Section II. A. of this Agreement.

**II. STIPULATIONS OF FACT**

- A. The "Site" is any area on the property located at 639 Washburn Switch Road, Shelby in Cleveland County, North Carolina and currently owned by Genlyte Thomas Group LLC where a hazardous substance has been disposed, deposited, placed or discharged and any other area or property to which the contamination from that disposal, deposition, placement or discharge has come to be located.
- B. The Site is an inactive hazardous substance or waste disposal site within the meaning of N.C.G.S. 130A-310(3).

**III. WORK TO BE PERFORMED**

- A. The Remediator shall conduct a voluntary remedial action at the Site in accordance with the provisions of N.C.G.S. 130A-310.9(c), 15A NCAC 13C .0300, and the "Registered Environmental Consultant Program Implementation Guidance" of the North Carolina Division of Waste Management (the Division). The voluntary remedial action shall include the remediation of any hazardous substances as defined in G.S. 130A-310(2) and any contaminants as defined in 15A NCAC 2L that have been disposed, deposited, discarded, discharged, or abandoned at the Site.

- 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 Environment  
and Natural Resources

By: \_\_\_\_\_  
(Signature of Party Authorized to Bind Remediator)

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

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

DRAFT

**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)

## Caulk, Kim

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**From:** Caulk, Kim  
**Sent:** Friday, March 08, 2013 10:49 AM  
**To:** Oliphant, Dave  
**Cc:** Overgord, Jesse; Jones, Anna  
**Subject:** Draft REC-AA Request for Ardee Translite, Shelby (NONCD00002881)

Thanks. We will forward a Draft REC-AA as soon as possible. In order for the required public notice to begin, the information in Item 4 of the Procedures for Obtaining a Registered Environmental Consultant Administrative Agreement is needed. The public notice can be performed by the Branch while the AA is being reviewed/finalized. If you do not have the procedures, let me know.

If you have any questions, please contact me.

Regards,

Kim T. Caulk, P.G.  
Phone: (919) 707-8350  
<http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

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**From:** Oliphant, Dave [mailto:DAVE.OLIPHANT@aecom.com]  
**Sent:** Tuesday, March 05, 2013 5:03 PM  
**To:** Caulk, Kim  
**Cc:** Overgord, Jesse; Oliphant, Dave  
**Subject:** Ardee Translite, Shelby (Cleveland County) and Information for AA

Kim,

Attached please find the following regarding the Ardee Translite Facility, Shelby, Cleveland County (ID NONCD00002881):

- Information for obtaining an AA
- REC Eligibility Letter

Please let me know if you need anything else. The RP contact is Jesse Overgord, representing the Genlyte Thomas Group. We look forward to receiving the AA for Genlyte Thomas signature, once that is drafted.

Dave Oliphant, CHMM  
AECOM  
864-234-3560 or 864-380-6950

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**From:** Caulk, Kim [mailto:kim.caulk@ncdenr.gov]  
**Sent:** Monday, February 25, 2013 10:47 AM  
**To:** Oliphant, Dave  
**Subject:** RE: Ardee Translite, Shelby (Cleveland County) and Administrative

Dave:

Here's the procedures for obtaining a REC-AA. They are typically enclosed with the letter from Branch staff.

Contact me if you have any questions.

Thanks,  
Kim

Kim T. Caulk, P.G.  
Phone: (919) 707-8350  
<http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

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**From:** Oliphant, Dave [<mailto:DAVE.OLIPHANT@aecom.com>]  
**Sent:** Thursday, February 21, 2013 10:04 AM  
**To:** Caulk, Kim  
**Cc:** Oliphant, Dave  
**Subject:** Ardee Translite, Shelby (Cleveland County) and Administrative

Kim,

Good morning. Good to talk with you by phone yesterday. That was very helpful. I also spoke with Grant at AECOM yesterday about the Shelby site.

As discussed yesterday, please send me at your convenience this week by email the package and instructions for developing an Administrative Agreement, and I will pass it onto my client, Genlyte Thomas Group. AECOM is assisting Genlyte Thomas with the AA development.

Thanks again.

Dave Oliphant  
AECOM PM  
864-380-6950  
[dave.oliphant@aecom.com](mailto:dave.oliphant@aecom.com)

INFORMATION FOR OBTAINING A REC ADMINISTRATIVE AGREEMENT

ARDEE TRANSLITE, SHELBY, CLEVELAND COUNTY, NORTH CAROLINA

Site Name, Street Address/Location, City, and County:

- Ardee Translite, 639 Washburn Switch Road, Shelby, Cleveland County, NC

Name of Remediator:

- Genlyte Thomas Group LLC

Name, title, telephone number, e-mail address, & mailing address of the highest ranking official of the remediating party having day-to-day responsibility for the performance of the remedial response action:

- Jesse Overgord, Senior Project Manager  
570-748-6492 (office)  
[jesse.overgord@philips.com](mailto:jesse.overgord@philips.com)  
1 Mount Vernon Street, P.O. Box 88, Lock Haven, PA 17745

Name, title, telephone number, e-mail address, & mailing address of any other contact person(s) and the proposed REC (if known) for the remedial response action:

- Proposed REC: AECOM North Carolina, Inc.
- Other Contact Persons: Dave Oliphant, Sr. Environmental Engineer/Project Manager  
864-380-6950 (cell) or 864-234-3560 (office)  
[dave.oliphant@aecom.com](mailto:dave.oliphant@aecom.com)  
10 Patewood Drive, Bldg. VI, Ste. 500, Greenville, SC 29615

Current property owner of the site:

- Genlyte Thomas Group LLC