



North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

John E. Skvarla, III  
Secretary

June 9, 2014

Mr. Gary Boone  
Engineered Controls International, LLC  
100 Rego Drive  
Elon, NC 27244

Re: Executed REC Administrative Agreement  
Engineered Controls International  
Whitsett, Guilford County, NC  
Site ID No. NONCD0002903

Dear Mr. Boone:

I have enclosed a copy of the executed Registered Environmental Consultant (REC) Administrative Agreement (REC-AA) for the Engineered Controls International Site (Site) for your records. The Division appreciates your voluntary cooperation in addressing the contamination at the Site. The effective date of the REC-AA is June 3, 2014. As a reminder, both the Remediator and the REC have responsibilities for complying with 15A NCAC 13C .0300 including the deadlines that are established in the REC-AA and the standards of conduct for RECs in Section .0305(b). Your first quarterly letter status report discussed in Section III.E of the REC-AA is due October 15, 2014.

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

Sincerely,

Kim T. Caulk  
Division of Waste Management

Enclosure

cc: Mr. Tom Wilson, ERM NC, Inc. (w/ enclosure)

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

**IN RE: ENGINEERED CONTROLS INTERNATIONAL ADMINISTRATIVE AGREEMENT  
NONCD0002903  
WHITSETT, NORTH CAROLINA  
GUILFORD COUNTY**

**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 14-SF-383**

**I. STATEMENT OF PURPOSE**

The purpose of this Administrative Agreement (Agreement) is to provide for implementation by Engineered Controls International, 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 1239 Rock Creek Dairy Road in Whitsett, Guilford County, North Carolina and currently owned by Engineered Controls International, 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).

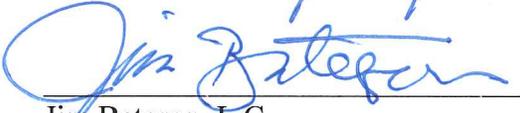
- B. All work plans, reports, completion statements and project schedules prepared pursuant to this Agreement shall be certified by a representative of the Remediator in accordance with 15A NCAC 13C .0306(a) and .0306(b)(2).
- C. In the event that the REC specified in Attachment A ceases to serve in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

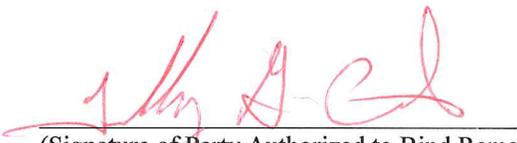
and the Remediator shall retain all applicable defenses. Notwithstanding the foregoing or the subsequent dissolution of this Agreement, paragraphs IV. E, H, and I and the rights, obligations and duties contained therein shall survive the dissolution of this Agreement. Also, the dissolution of this Agreement 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: 06/03/2014

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)

TIMOTHY G. CRATER  
(Typed or Printed Name of Signatory, Title)

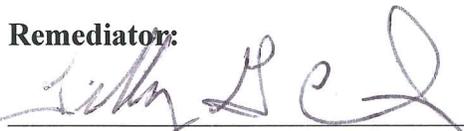
ENGINEERED CONTROLS INTL, LLC  
(Typed or Printed Name of Company)

**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:**

  
(Signature Party Authorized to Bind Remediator)      4/29/14  
(Date)

TIMOTHY G. CRATER  
(Typed or Printed Name of Signatory, Title)

ENGINEERED CONTROLS INTL, LLC  
(Typed or Printed Name of Company)

**Registered Environmental Consultant:**

Thomas M Wilson 5-9-14  
(Signature of REC Owner, Partner, or Corporate Officer)      (Date)

Thomas M Wilson Principal  
(Typed or Printed Name of Signatory, Title)

ERM NC, Inc  
(Typed or Printed Name of REC Firm)

**Registered Site Manager:**

Thomas M Wilson 5-9-14  
(RSM Signature)      (Date)

Thomas M Wilson  
(Typed or Printed Name of RSM)



North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

John E. Skvarla, III  
Secretary

April 22, 2014

Mr. Gary Boone  
Engineered Controls International, LLC  
100 Rego Drive  
Elon, NC 27244

Re: Final REC Administrative Agreement  
Engineered Controls International  
Whitsett, Guilford County, NC  
Site ID No. NONCD0002903

Dear Mr. Boone:

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 document content checklists. 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. Tom Wilson, ERM NC, Inc. (w/out enclosure)

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

**IN RE: ENGINEERED CONTROLS INTERNATIONAL ADMINISTRATIVE AGREEMENT  
NONCD0002903 FOR REGISTERED ENVIRONMENTAL  
WHITSETT, NORTH CAROLINA CONSULTANT-DIRECTED ASSESSMENT  
GUILFORD COUNTY AND REMEDIAL ACTION PURSUANT TO  
N.C.G.S. 130A-310.9(c) and 15A NCAC 13C .0300.**

DOCKET NUMBER 14 -SF- \_\_\_\_\_

**I. STATEMENT OF PURPOSE**

The purpose of this Administrative Agreement (Agreement) is to provide for implementation by Engineered Controls International, 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 1239 Rock Creek Dairy Road in Whitsett, Guilford County, North Carolina and currently owned by Engineered Controls International, 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)

# NOTICE OF ADMINISTRATIVE AGREEMENT

Engineered Controls International  
Whitsett, Guilford County, North Carolina  
Site ID No.NONCD0002903

You are receiving this courtesy Notice on behalf of the North Carolina Department of Environment and Natural Resources (NCDENR) to inform you of an Administrative Agreement (Agreement) for an environmental cleanup that is currently under negotiation for the Engineered Controls International Site (Site), located at 1239 Rock Creek Dairy Road in Whitsett, Guilford 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 NCDENR - Division of Waste Management (Division) is soliciting public comment on the proposed Agreement that is in review with Engineered Controls International, LLC (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 Consultants" (RECs) 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 NCDENR.

## How to Review the Site File

You may access the complete file including online using the following link:

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

Once you are connected to the DENR 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).

## 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 NCDENR for this 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](mailto: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 April 17, 2014.

**PUBLIC NOTICE MAILING LIST  
ENGINEERED CONTROLS INTERNATIONAL  
NONCD0002903  
1239 ROCK CREEK DAIRY ROAD  
WHITSETT, GUILFORD 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
GARY BOONE	ENGINEERED CONTROLS INTERNATIONAL, LLC 100 REGO DRIVE	ELON	NC	27244	
ROCK CREEK INVESTMENTS LLC	125 S ELM ST STE 103	GREENSBORO	NC	27401	
SHIONOGI QUALICAPS INC	6505 FRANZ WARNER PKWY	WHITSETT	NC	27377	
NATGREENSBORO LLC	5743 CORSA AVE SUITE 202	WESTLAKE VILLAGE	CA	91362	
GUILFORD COUNTY	PO BOX 3427	GREENSBORO	NC	27402	
PARAGON FOOTHILL LLC	1971 W 190TH ST	TORRANCE	CA	90504	
MERLE GREEN GUILFORD COUNTY HEALTH DIRECTOR	1203 MAPLE STREET	GREENSBORO	NC	27405	
GARY DEAL WHITSETT TOWN ADMINISTRATOR	811 HIGHWAY 61	WHITSETT	NC	27377	

## Caulk, Kim

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**From:** Caulk, Kim  
**Sent:** Monday, March 10, 2014 8:00 AM  
**To:** 'Lane Dorman'  
**Cc:** Tom Wilson; JMccandi@regoproducts.com; crater@regoproducts.com; Peter McGrath <petermcgrath@mvalaw.com> (petermcgrath@mvalaw.com)  
**Subject:** RE: ECI Whitsett - Adjacent Properties

Thanks. We will begin the public notice as soon as we can.

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:** Lane Dorman [<mailto:Lane.Dorman@erm.com>]  
**Sent:** Friday, March 07, 2014 4:04 PM  
**To:** Caulk, Kim  
**Cc:** Tom Wilson; [JMccandi@regoproducts.com](mailto:JMccandi@regoproducts.com); [crater@regoproducts.com](mailto:crater@regoproducts.com); Peter McGrath <[petermcgrath@mvalaw.com](mailto:petermcgrath@mvalaw.com)> ([petermcgrath@mvalaw.com](mailto:petermcgrath@mvalaw.com))  
**Subject:** ECI Whitsett - Adjacent Properties

Kim,  
On behalf of Engineered Controls International (ECI), ERM is submitting an adjacent property map and corresponding mailing addresses for ECI's Whitsett facility.

Please let me know if you need additional information concerning these adjacent properties.

Thanks, Lane.

Lane Dorman, P.G.

ERM NC, Inc  
1130 Situs Court, Suite 250  
Raleigh, NC 27606

Tel: +1 919 855 2270 (direct dial)  
Tel: +1 919 233 4501 (switchboard)  
Mobile: +1 770 364 9002

[www.erm.com](http://www.erm.com)  
[lane.dorman@erm.com](mailto:lane.dorman@erm.com)

mail message in error, please contact us immediately at (704) 541-8345 and take the steps necessary to delete the message completely from your computer system. Thank you, ERM NC, Inc.

**Legend**

- ECI Property
- Adjacent Properties



# Environmental Resources Management

**FIGURE 1  
ADJACENT PROPERTIES**

ECI Whitsett  
 Engineered Controls International, Inc.  
 Guilford County, NC



DESIGN: H Strickland	DRAWN: H Strickland	CHKD.: L Dorman
DATE: 3/7/2014	SCALE: AS SHOWN	REVISION: 0
FILE: C:\Users\Hedrick.Strickland\Desktop\ECI Whitsett\AdjacentProperties.mxd		

Parcel ID	Owner	Address
1	ROCK CREEK INVESTMENTS LLC	125 S ELM ST STE 103, GREENSBORO, NC 27401
2	ROCK CREEK INVESTMENTS LLC	125 S ELM ST STE 103, GREENSBORO, NC 27401
3	SHIONOGI QUALICAPS INC	6505 FRANZ WARNER PKWY, WHITSETT, NC 27377
4	NATGREENSBORO LLC	5743 CORSA AVE SUITE 202, WESTLAKE VILLAGE, CA 91362
5	TRIAD INVESTMENT TRADERS LLC AND GUILFORD REGIONAL INDUST. TRADERS LLC	440 WEST MARKET STREET, GREENSBORO, NC 27401
6	ROCK CREEK INVESTMENTS LLC	125 S ELM ST STE 103, GREENSBORO, NC 27401
7	GUILFORD COUNTY	PO BOX 3427, GREENSBORO, NC 27402

## Caulk, Kim

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**From:** Peter McGrath <petermcgrath@mvalaw.com>  
**Sent:** Tuesday, March 04, 2014 12:24 PM  
**To:** Caulk, Kim  
**Subject:** RE: Draft REC-AA Request for Engineered Controls International, Inc. Site, Whitsett

Kim:

As I think you have discussed with Tom Wilson from ERM, the draft AA for the Whitsett site is acceptable to Engineered Controls. Please do proceed to prepare a final AA, assign a docket number, and mail it to the RP for appropriate signatures. The RP will then forward it to ERM, the selected REC, to sign and return to the Branch for execution.

Many thanks, and please call me if you would like to discuss further.

Regards,  
Peter

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**From:** Caulk, Kim [mailto:kim.caulk@ncdenr.gov]  
**Sent:** Tuesday, December 03, 2013 11:57 AM  
**To:** Peter McGrath  
**Cc:** Chun, Toby (toby.chun@kirkland.com)  
**Subject:** Draft REC-AA Request for Engineered Controls International, Inc. Site, Whitsett

Attached is a **draft** Administrative Agreement (AA) for a Registered Environmental Consultant (REC)-directed assessment and remedial action for the Engineered Controls International Site (Site). The REC Program is a privatized remediation program and the work is independent from state oversight. With this e-mail, I would like to provide the following detailed but important instructions and information regarding the AA and work in the REC Program:

1. The REC-AA is a standard document prepared with the assistance of the attorney general's office. The majority of the contents for the AA are taken from the REC Rules and the Inactive Hazardous Sites Response Act and, therefore, most of the contents cannot be changed. The Remediating Party (RP) and REC should carefully review this document to make sure the information on the front page is correct and contact me with any questions regarding the contents and the procedures for executing the AA. To save everyone time, before making proposed changes to the contents, I recommend that we have a telephone call to discuss any general issues. If everyone is satisfied with the terms specified in the agreement, please do not sign the draft AA and mail it to the Inactive Hazardous Sites Branch (Branch). The Branch will prepare a final AA, assign a docket number, and mail it to the RP for appropriate signatures. The RP will then forward it to the selected REC to sign and return to the Branch for execution.
2. Section III of the AA specifies the work that is to be performed for these independent cleanups. To ensure protection of public health, for any site entering the REC Program, regardless of the stage of current remedial activities, the RP along with its designated Registered Site Manager (RSM) needs to make sure that all elements for a particular work phase (e.g. remedial investigation work plan, remedial investigation report, remedial action plan, etc.) have been evaluated for each media (i.e., soil, sediment, groundwater, and vapor intrusion).
3. The REC Rules include various components to evaluate during each work phase and document for the public file [see 15A NCAC 13C .0306]. To assist the RP and RSM, many procedures and standard industrial practices for completing the work phases and preparing the documents are described in the Branch's REC Program Implementation Guidance (Guidance), which can be found on our web site at <http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>. Additional useful materials such as document component checklists are also provided on the web site.
4. The Branch recognizes that some sites have a long environmental history and may have already performed a significant amount of remedial activity. Therefore, as indicated in Section III of the AA, for any work phase component that has already been completed, the

RP and RSM can provide a general description or summary of the previous findings that support any conclusions and explain where more detailed information can be found in documents that are on file with the Superfund Section.

5. Be aware that, after the AA is executed, all future work plans, report documents, and work phase completion statements that are submitted for the public record have to be certified by the RP and RSM [see .0306(b) for more information]. The certifications are important and meant to assure that these independent actions are being conducted properly and protecting public health.
6. At any point during the cleanup, if a unique circumstance exists regarding any of the REC Program work phases or procedures described in the Guidance, please do not hesitate to contact REC Program staff and we will be glad to discuss the situation and a possible solution.
7. 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 working together on the AA.
8. 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 needed [see .0307(c)]. 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. There will be a similar fee each year until the cleanup at the Site is complete. The annual fee is based on the number of sites in the REC Program and the state's projected costs for overseeing the program activities.

I hope the above information is useful. Before we proceed with finalizing the AA, I would like to have a brief conference call with the remediating party, the proposed REC/RSM, and any other interested parties so we can discuss together the overall function of the Branch and the REC Program and the work to be performed. Just let me know a day and time that would be convenient for everyone.

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

Regards,  
Kim

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

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