



North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

Donald R. van der Vaart  
Secretary

June 16, 2015

Mr. Keith Clark  
Affinia Group, Inc.  
1 Wix Way  
Gastonia, NC 28053-1967

Re: Executed REC Administrative Agreement  
Wix Filtration Corp Dixon Plant  
Gastonia, Gaston County, NC  
Site ID No. NONCD0002925

Dear Mr. Clark:

I have enclosed a copy of the executed Registered Environmental Consultant (REC) Administrative Agreement (REC-AA) for the Wix Filtration Corp Dixon Plant 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 9, 2015. 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, 2015.

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. Robert Johnson, WSP USA Corp (w/ enclosure)



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

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

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

#### IV. ADDITIONAL PROVISIONS

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

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

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

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

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

Date Executed: 06/09/2015

By: Jim Bateson

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

By: Keith Car

(Signature of Party Authorized to Bind Remediator)

Dir. HR/EHS  
(Typed or Printed Name of Signatory, Title)

Affinia Corp, Inc.  
(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:**

Keith Clark 5/15/15  
(Signature Party Authorized to Bind Remediator) (Date)

Keith Clark, Dir HR/EHS  
(Typed or Printed Name of Signatory, Title)

Affinia Group, Inc.  
(Typed or Printed Name of Company)

**Registered Environmental Consultant:**

[Signature] 5/12/15  
(Signature of REC Owner, Partner, or Corporate Officer) (Date)

JAN CHIZZONTE, EVP  
(Typed or Printed Name of Signatory, Title)

WSP USA Corp.  
(Typed or Printed Name of REC Firm)

**Registered Site Manager:**

[Signature] 05/11/15  
(RSM Signature) (Date)

Robert E. Johnson  
(Typed or Printed Name of RSM)



North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

Donald R. van der Vaart  
Secretary

June 9, 2015

Mr. Keith Clark  
Affinia Group, Inc.  
1 Wix Way,  
Gastonia, NC 28053-1967

Re: Final REC Administrative Agreement  
Wix Filtration Corp Dixon Plant  
Gastonia, Gaston County, NC  
Site ID No. NONCD0002925

Dear Mr. Clark:

I am returning the final Administrative Agreement (AA) for a Registered Environmental Consultant (REC)-directed, voluntary assessment and remedial action for the above site. Please sign page 6 of the AA and return it to me for execution. A copy of the REC-AA will be returned for your records after it is executed.

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  
Division of Waste Management

Enclosure

cc: Mr. Robert Johnson, WSP USA Corp (w/out enclosure)



North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

Donald R. van der Vaart  
Secretary

May 5, 2015

Mr. Keith Clark  
Affinia Group, Inc.  
1 Wix Way,  
Gastonia, NC 28053-1967

Re: Final REC Administrative Agreement  
Wix Filtration Corp Dixon Plant  
Gastonia, Gaston County, NC  
Site ID No. NONCD0002925

Dear Mr. Clark:

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. These checklists provide a summary of the applicable rule requirements for each phase of work and can be used as tool to guide the RSM through the REC Program planning and documentation requirements. REC Program staff are also available to assist RPs and RECs with their understanding of, and compliance with, the rules and the Branch's procedures. We offer REC training sessions in small group settings for Registered Site Managers (RSMs) and their company staff, as well as RPs and other interested parties, at various times during the year or upon special request. In addition, REC staff can be contacted to arrange a conference call or meeting in order to discuss unusual technical situations that sometimes arise during the course of a remedial action. We encourage the use of these available resources.

The REC Rules were established in 1997 and include the technical and administrative requirements for performing voluntary remedial actions under the REC Program. A portion of the REC Rules [.0307] addresses audits that may be conducted by the Division to review compliance with the rules. Audits that have been

performed since the program was established have discovered several common mistakes or oversights made by RECs following the execution of an REC-AA. Some of the general mistakes we have observed that should be avoided include:

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

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

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

Sincerely,



Kim T. Caulk  
Division of Waste Management

Enclosure

cc: Mr. Robert Johnson, WSP USA Corp (w/out enclosure)



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

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

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

#### IV. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

**Wix Filtration Corp Dixon Plant  
Gastonia, Gaston County, North Carolina  
Site ID No. NONCD0002925**

You are receiving this Public 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 Wix Filtration Corp-Dixon Plant Site (Site), located at 1525 S Marietta St in Gastonia, Gaston 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 Wix Filtration Corp 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 Consultant" (REC) that is hired by the Remediator in place of state oversight. The REC will perform the cleanup in accordance with the REC Program Rules [15A NCAC 13C .0300] and the work the REC performs is subject to audits conducted by the NCDENR.

## How to Review the Site File

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

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

Once you are connected to the 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). If you would like a paper copy of any file materials mailed to you, please provide your mailing address and specify the materials that you want. Note, charges for photocopies and postage may apply.

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

You can receive an electronic copy of the draft Agreement or ask questions/provide comment regarding the Notice, draft Agreement, or roles of the Registered Environmental Consultant and the 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  
<http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>

**All comments on the draft Agreement must be received no later than April 20, 2015.**

**PUBLIC NOTICE MAILING LIST  
WIX FILTRATION CORP-DIXON PLANT  
NONCD0002925  
1525 S MARIETTA ST  
GASTON, GASTONIA 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 provided notification.

Name	Street Address	City	State	Zip
Scott Ross, DWM File Room				
Earl Mathers	Gaston County Manager PO Box 1578	Gastonia	NC	28053
Christopher Dobbins, MPH	Gaston County Health Director 991 West Hudson Blvd	Gastonia	NC	28052
Keith Clark	Affinia Group Inc 1 Wix Way	Gastonia	NC	28053
Robert Johnson	WSP USA Corp LLC 11190 Sunrise Valley Drive, Suite 300	Reston	VA	20191
James Howell Jr	270 Heather Lock Drive	Clover	SC	29710
Reece Capital Mgmt Group LLC	1601 Plantation Trail	Gastonia	NC	28056
CCCF LLC	PO Box 1296	Gastonia	NC	28053
RTJJ Inc.	500 E Long Avenue	Gastonia	NC	28054
Michael Adams	1940 Crestwood Lane	Clover	SC	29710
Linda Cloniger and Vicky King	524 W Airline Avenue	Gastonia	NC	28052
Lila Hudson	1526 S Marietta Street	Gastonia	NC	28054
Nam Van and Ba Thi Tran	1609 Jackson Road	Gastonia	NC	28052
Jerry and Luan Threlkeld	310 Carmel Hills Drive	Gastonia	NC	28056
Ruby Burch	1520 S. Marietta Street	Gastonia	NC	28052
Gaston County Board of Education	PO Box 1397	Gastonia	NC	28053
S Gastonia Church of God Inc	310 Carolina Avenue	Gastonia	NC	28052
Jeremy Glenn	1505 Madison Street	Gastonia	NC	28052
Melonie Elaine Dennis Heirs	C/O Jordan Fulton & Jeff Gray 1617 Fairgreen Drive	Gastonia	NC	28056
Jerry and Deborah Clemmons	1027 Ramsgate Drive	Gastonia	NC	28056
David Johnson, Sr.	1513 Fostoria Drive	Gastonia	NC	28054
Wayne Mauney	1513 S Marietta Street	Gastonia	NC	28054
Wix Filtration	PO Box 1902	Gastonia	NC	28053
David and Donna Pilkey	1519 S Marietta Street	Gastonia	NC	28054



## Caulk, Kim

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**From:** Kretschman, Steve J. <steve.kretschman@wspgroup.com>  
**Sent:** Wednesday, March 11, 2015 5:01 PM  
**To:** Caulk, Kim  
**Cc:** Johnson, Eric; Clark, Keith (Keith.Clark@affiniagroup.com); Weston Adams (wadams@mgclaw.com); Jones, Anna  
**Subject:** RE: Public Notice information for Wix Filtration Corp LLC  
**Attachments:** 1525 Immediately Adjacent Property Owners.pdf

Kim,  
As we discussed today, we are sending a pared down list of property owners "immediately adjacent" to the Wix Filtration Corp facility. The figure produced by the reference source, <http://gis/gastoniagov.com> highlights properties based on a search radius and includes five properties that are not immediately adjacent, so we manually removed these five properties from the list. Please replace the list sent yesterday with this list (attached). If you need any additional information, please let us know.  
Thanks

### Steve J. Kretschman, PE

Vice President  
Environmental

**WSP** 750 Holiday Drive, Suite 410, Pittsburgh, PA 15220  
Direct: +1-412-375-0273  
Main: +1-412-604-1040  
Mobile: +1-724-312-8964

[www.wspgroup.com/usa](http://www.wspgroup.com/usa)

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[Working to improve lives through transformation of the built environment and restoration of the natural environment.](#)

**From:** Caulk, Kim [<mailto:kim.caulk@ncdenr.gov>]  
**Sent:** Tuesday, March 10, 2015 5:24 PM  
**To:** Kretschman, Steve J.  
**Cc:** Johnson, Eric; Clark, Keith ([Keith.Clark@affiniagroup.com](mailto:Keith.Clark@affiniagroup.com)); Weston Adams ([wadams@mgclaw.com](mailto:wadams@mgclaw.com)); Jones, Anna  
**Subject:** Public Notice information for Wix Filtration Corp LLC

Thank you. I am forwarding this to Anna Jones who works with me. She helps set up the public notices and should be able to get it out in the next few days.

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:** Kretschman, Steve J. [<mailto:steve.kretschman@wspgroup.com>]  
**Sent:** Tuesday, March 10, 2015 4:02 PM

**To:** Caulk, Kim

**Cc:** Johnson, Eric; Clark, Keith ([Keith.Clark@affiniagroup.com](mailto:Keith.Clark@affiniagroup.com)); Weston Adams ([wadams@mgclaw.com](mailto:wadams@mgclaw.com))

**Subject:** Wix Filtration Corp LLC

Kim,  
In accordance with the procedures for obtaining a REC Administrative Agreement, we are transmitting the attached site location map and list of mailing addresses for the adjacent surrounding property owners at the Wix Filtration Corp LLC Dixon Plant at 1525 S. Marietta Street, Gastonia, NC.  
All information was found using the following website:

<http://gis.gastongov.com/>

If you have any questions or need additional information, please let us know.

**Steve J. Kretschman, PE**

Vice President  
Environmental

**WSP** 750 Holiday Drive, Suite 410, Pittsburgh, PA 15220

Direct: +1-412-375-0273

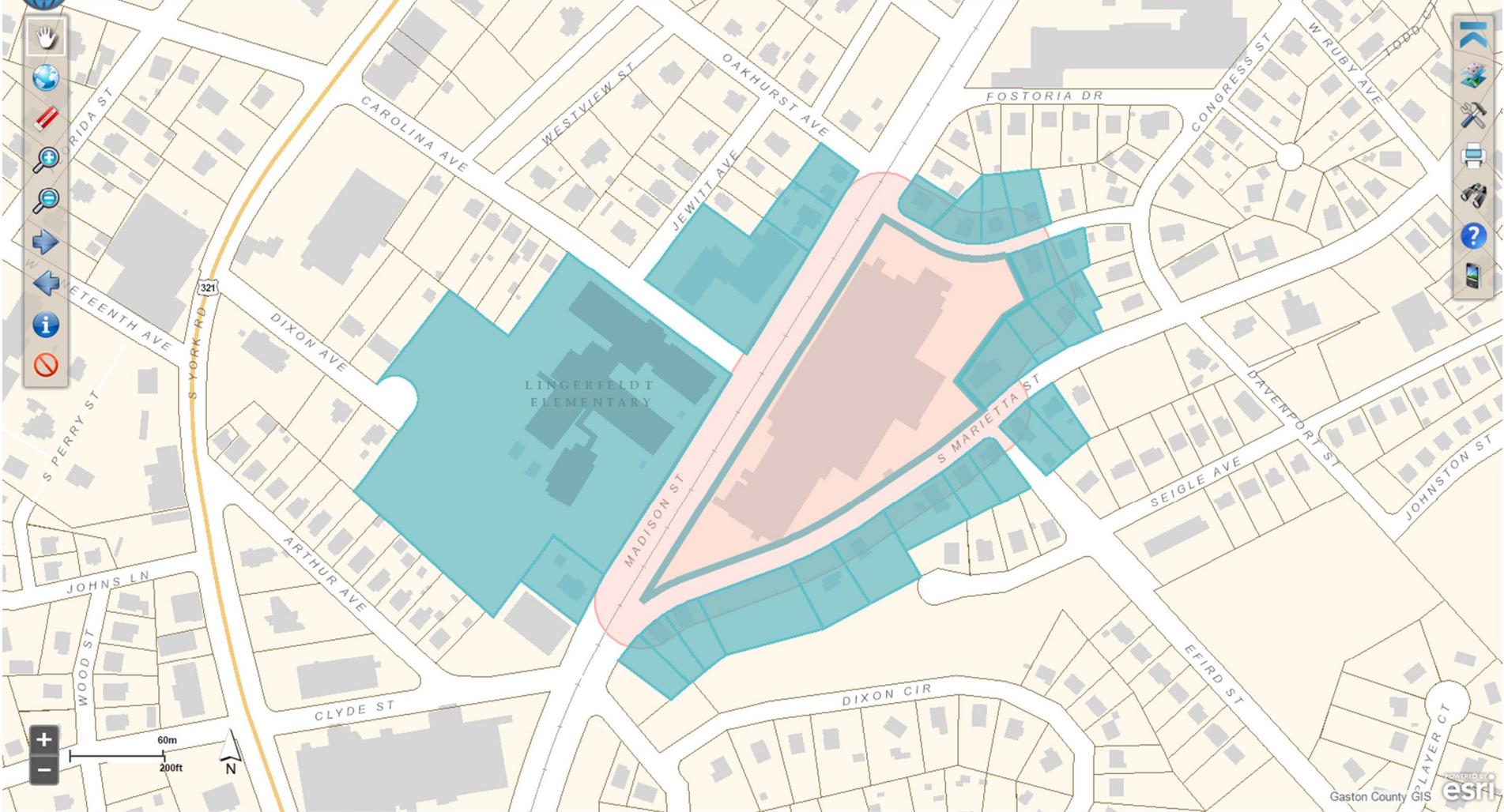
Main: +1-412-604-1040

Mobile: +1-724-312-8964

[www.wspgroup.com/usa](http://www.wspgroup.com/usa)

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Working to improve lives through transformation of the built environment and restoration of the natural environment.



**Wix Filtration Corp LLC, Dixon Plant  
1525 South Marietta Street, Gastonia NC  
Immediately Adjacent Property Owners**

Parcel ID	Current Name 1	Current Name 2	Physical Street Address	Current Address	Current Address 2	Current City	Current State	Current Zip Code	Deed Book	Deed Page
113090	James Howell Jr.		1617 Madison Street	270 Heaather Lock Drive		Clover	SC	29710	4731	1685
113170	Reece Capital Mgmt Group LLC		1622 S. Marietta Street	1601 Plantation Trail		Gastonia	NC	28056	4396	556
113171	RTJJ Inc.		1620 S. Marietta Street	500 E. Long Avenue		Gastonia	NC	28054	4675	455
113172	CCCF LLC		S. Marietta Street	PO Box 1296		Gastonia	NC	28053	4733	2401
113173	Michael R. Adams		1608 S. Marietta Street	1940 Crestwood Lane		Clover	SC	29710	3086	205
113174	Linda Y. Cloniger	Vicky S. King	1606 S. Marietta Street	524 W. Airline Avenue		Gastonia	NC	28052	013E	70
113175	Lila Hudson		1526 S. Marietta Street	1526 S. Marietta Street		Gastonia	NC	28054	1096	855
113176	Nam V. Tran	Ba Thi Tran	1524 S. Marietta Street	1609 Jackson Road		Gastonia	NC	28052	3516	737
113177	Jerry L. Threlkeld	Luan L. Threlkeld	1522 S. Marietta Street	310 Carmel Hills Drive		Gastonia	NC	28056	4086	1877
113178	Ruby Q. Burch		1520 S. Marietta Street	1520 S. Marietta Street		Gastonia	NC	28052	1892	754
113257	Gaston County Board of Education		1601 Madison Street	PO Box 1397		Gastonia	NC	28053	ADMIN	COMB
113320	S. Gastonia Church of God Inc.		1509 Madison Street	310 Carolina Avenue		Gastonia	NC	28052	4739	1805
113324	Jeremy A. Glenn		1505 Madison Street	1505 Madison Street		Gastonia	NC	28052	4637	698
113325	Dennis, Melanie, Elaine Heirs		1501 Madison Street	C/O Jordan Fulton & Jeff Gray	2617 Fairgreen Drive	Gastonia	NC	28056	4661	541
113326	Jerry D. Clemmons	Deborah Clemmons	1406 Fostoria Drive	1027 Ramsgate Drive		Gastonia	NC	28056	1282	304
113339	Jerry D. Clemmons	Deborah Clemmons	1514 Fostoria Drive	1027 Ramsgate Drive		Gastonia	NC	28056	4468	1522
113340	Jerry D. Clemmons	Deborah Clemmons	1516 Fostoria Drive	1027 Ramsgate Drive		Gastonia	NC	28056	1282	304
113341	David L. Johnson Sr.		1513 Fostoria Drive	1513 Fostoria Drive		Gastonia	NC	28054	4696	518
113347	Wayne M. Mauney		1513 S. Marietta Street	1513 S. Marietta Street		Gastonia	NC	28054	4033	312
113348	Wix Filtration		1515 S. Marietta Street	PO Box 1902		Gastonia	NC	28053	2923	302
113349	David L. Pilkey	Donna R. Pilkey	1519 S. Marietta Street	1519 S. Marietta Street		Gastonia	NC	28054	4451	2289
113350	Wix Filtration Coporation		1601 S. Marietta Street	1 Wix Way		Gastonia	NC	28054	4083	2020

Reference - <http://gis/gastoniagov.com>