



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

JUL 18 2017

REPLY TO THE ATTENTION OF:

S-6J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

General Motors LLC
Global Environmental Compliance & Sustainability
c/o Mr. William McFarland, Director of Remediation
30200 Mound Road, 480-111-1N
Warren, Michigan 48090-9010

Re: General Motor Bedford Site, 105 GM Drive
Bedford, Lawrence County, Indiana
Site Spill Identification Number: 0564
Administrative Settlement Agreement and Order on Consent

Dear Mr. McFarland:

Enclosed please find an executed copy of the Administrative Settlement Agreement and Order on Consent issued for this Site pursuant to Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA), 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622. Thank you for your cooperation in this matter.

If you have any questions regarding this Order, please contact Peter Felitti, Associate Regional Counsel, at (312) 886-5114 or at felitti.peter@epa.gov, or Daniel Haag, On-Scene Coordinator, at (312) 886-6906 or at haag.daniel@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret M. Guerriero".

Margaret M. Guerriero
Acting Director
Superfund Division

Enclosure

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:)
)
)
)
GENERAL MOTORS LLC,)
Bedford Castings, Engines Transmissions)
(CET))
Bedford, Indiana 47421)
)
EPA ID#: IND006036099)
)
)
Respondent:)
)
GENERAL MOTORS LLC)

Docket No. **V-W-17-C-008**
ADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTION
Proceeding Under - Sections
104, 106(a), 107
and 122 of the Comprehensive
Environmental Response,
Compensation
and Liability Act, as amended,
42 U.S.C. §§ 9604, 9606(a),
9607 and 9622

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Exhibit 1 - Map of CERCLA Order Properties

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Order") is entered into by the United States Environmental Protection Agency ("EPA") and General Motors LLC¹ ("GM LLC" or "Respondent"). This Order provides for the conduct of the Work defined in Section VIII hereinto be conducted by Respondent on the property located adjacent to or downstream from former Outfall 001 (Old Stormwater Lagoon) ("Former Outfall 001"), NPDES Permit No. IN0003573 ("NPDES Permit"), NPDES Permit Outfall 002 (treated wastewater effluent) ("Outfall 002"), and NPDES Permit Outfall 003 (new stormwater lagoon overflows) ("Outfall 003") along Bailey's Branch Creek and Pleasant Run Creek at the GM LLC Castings, Engines Transmissions (CET) Plant ("Plant") where polychlorinated biphenyls ("PCBs") from the Plant came to be located ("Site"). The Site includes only that portion of the Plant property located east of GM Drive and which is necessary for the implementation of the removal action required by this Order ("East Plant Area"). The following properties are the properties that are subject to this Order and comprise a portion of the Site (as described in Exhibit 1 hereof):
 - a. The East Plant Area.
 - b. Parcels 3, 203, 204, 207, 208, 412, 413, 414, 415 and 416, which are owned by GM LLC.
 - c. Parcels 4, 6, 15, 21, 22, 24, 25, 29, 30, 36, 40, 72, 81, 210, 211 and 212, which are third-party owned off-Plant properties (properties never owned by General Motors Corporation (GMC)); but only for releases that have migrated from the Plant.

Paragraph 1 a, b, and c herein will be collectively referred to as the CERCLA Order Properties. Exhibit 1 (attached and incorporated herein) depicts these properties.

2. This Order is issued under the authority vested in the President of the United States by Sections 104, 106 (a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9604, 9606 (a), 9607 and 9622.
3. EPA has notified the State of Indiana ("State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

¹ General Motors LLC (GM LLC) refers to the company formed on July 10, 2009 as a result of the 363 Asset Sale pursuant to the bankruptcy of General Motors Corporation (GMC). The Plant was one of the assets purchased from General Motors Corporation (GMC) by GM LLC under Section 363 of the U.S. Bankruptcy Code on July 10, 2009. Any reference in this Order to historical documents or to the property or work prior to July 10, 2009 refers to the work performed by GMC which includes work on properties owned by RACER Trust, third parties and/or GM LLC. To the extent that any historical document refers to historical data pertaining to properties owned by GMC, Motors Liquidation Company (MLC), or RACER Trust or to non-migration properties as defined in the RCRA Order, the historical information is included for background information purposes only and is not subject to the penalties or deadlines associated with this Order.

4. EPA and Respondent recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Order do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings by EPA to implement or enforce this Order, the validity of the findings of fact, conclusions of law and determinations in Sections I, IV and V. Respondent also does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings by EPA to implement or enforce this Order, the characterization of materials within the Site that are subject to the actions required under this Order which are at concentrations less than 50 mg/kg total PCBs as "PCB remediation waste" under 40 C.F.R. Part 761 and Indiana Department of Environmental Management ("IDEM") Rule 329 Indiana Administrative Code ("IAC") 4.1. Further, Respondent does not admit, and retains the right to contest and defend against, any allegation by EPA or any other party of any violation of the Toxic Substances Control Act, as amended ("TSCA"), 15 U.S.C. §§ 2601, et seq., or its implementing regulations or any other law or regulations relating to the release or migration of PCBs into or through the environment, including, but not limited to, the migration of PCBs in seeps and springs at the Site prior to or after the Effective Date due to releases of PCBs into the environment that first occurred prior to April 18, 1978. Subject to the foregoing, Respondent agrees to comply with and be bound by the terms of this Order and further agrees that it will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

5. This Order applies to and is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent, including, but not limited to, any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Order. The provisions of this Order rely on the unique facts and circumstances of the 2003 Administrative Order on Consent (V-W-03-C-747) between EPA and General Motors Corporation, and nothing in any of the paragraphs or sections in this Order that rely on the facts and circumstances of that 2003 Order shall be treated as having any precedential value for use in any other agreements between EPA and any other party, including but not limited to GM, that may be subject to the requirements of CERCLA.
6. Respondent shall ensure that its contractors, subcontractors, and representatives performing the Work receive a copy of this Order and comply with this Order. Respondent shall be responsible for any noncompliance with this Order.

III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:
- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*
 - b. "Day" shall mean a calendar day unless otherwise expressly specified. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.
 - c. "Effective Date" shall be the effective date of this Order as provided in Section XXVIII.
 - d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
 - e. "Facility" shall have the same definition as appears in RCRA. For purposes of this Order, Facility refers to the Plant and contiguous properties owned by GM.
 - f. "GMC CERCLA Order" shall mean the Administrative Order on Consent for Removal Action, Docket No. V-W-'03-C-747 effective July 31, 2003 by and between GMC and EPA.
 - g. "GMC RCRA Voluntary Corrective Action Agreement" shall mean the Voluntary Corrective Action Agreement effective March 20, 2001 as amended by and between GMC and EPA.
 - h. "IDEM" shall mean the Indiana Department of Environmental Management and any successor departments or agencies of the State.
 - i. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
 - j. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.
 - k. "Order" shall mean this Administrative Order on Consent and all attachments (Exhibit 1) hereto (listed in Section XXVII). In the event of conflict between this Order and any attachment, this Order shall control.
 - l. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.
 - m. "Parties" shall mean EPA and Respondent.
 - n. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).
 - o. "RCRA Order" shall mean the Administrative Order on Consent, EPA Docket No. RCRA-05-2014-0011, by and between the EPA and Respondent effective August 4, 2014.
 - p. "Respondent" shall mean General Motors LLC, a Delaware corporation.
 - q. "Section" shall mean a portion of this Order identified by a Roman numeral.
 - r. "Site" is defined in Paragraph 1 hereof.

- s. "State" shall mean the State of Indiana.
- t. "TSCA" shall mean the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601, *et seq.*
- u. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any PCB remediation waste as defined in 40 C.F.R. §§ 761.3 and 761.50 (b) (3) (i) and IDEM Rule 329 IAC 4.1-4-1 .
- v. "Work" shall mean the activities Respondent is required to perform under this Order.

IV. FINDINGS OF FACT

Based on available information, including the Administrative Record in this matter, EPA hereby finds that:

- 8. The Plant is located at 105 GM Drive, Bedford (Lawrence County), Indiana, 47421. It comprises approximately 152.5 acres of land, including buildings covering approximately 1,000,000 square feet of operating floor space.
- 9. Several unnamed tributaries of Bailey's Branch Creek flow from the Plant property. On the east side of the Plant property, an unnamed tributary originating at Outfall 002 flows into Bailey's Branch Creek. Bailey's Branch Creek, in turn, flows into Pleasant Run, which empties into Salt Creek. Flow from the Plant property supplies approximately 100 percent of the dry weather flow in this unnamed tributary of Bailey's Branch Creek beginning at Outfall 002. On the north side of the Plant property, Former Outfall 001 discharged into an unnamed tributary of Bailey's Branch Creek. On the northeast side of the Plant property, Outfall 003 and Outfall 004 discharge treated storm water and groundwater to an unnamed tributary of Bailey's Branch Creek and Outfall 003 may discharge during episodic lagoon overflow events.
- 10. Residential properties border the unnamed tributaries of Bailey's Branch Creek, Bailey's Branch Creek and Pleasant Run downstream from the Plant.
- 11. GMC operated the Plant from 1942 until 1946 for the United States. GMC purchased the Plant from the United States in 1946. On June 1, 2009, GMC filed for Chapter 11 Bankruptcy. GMC was renamed Motors Liquidation Company ("MLC"). MLC retained ownership of the Plant until July 10, 2009 when GM LLC acquired from MLC the Plant and several additional contiguous properties as part of the 363 Asset Sale pursuant to the bankruptcy of GMC. The Plant operates primarily as an aluminum foundry for casting automotive parts such as transmission casings, cylinder heads and engine blocks.

12. In 1965, GMC began using Pydraul 312, a hydraulic fluid containing PCBs, at the Plant in various die casting machines. Prior to this, the Plant utilized a water-based hydraulic fluid which did not contain PCBs.
13. In 1966, in order to collect hydraulic fluids that were leaking from the die casting machines at the Plant, GMC instituted a reclamation program wherein hydraulic fluid that leaked from the die casting machines was collected in a service tunnel system and then flowed by gravity to unlined, wastewater lagoons on the Plant property. From the lagoons, the fluid was recovered and reclaimed.
14. At various times during operation of the Plant by GMC, PCB oils were carried with the discharge from the Plant's wastewater lagoons to Outfall 002 leading into Bailey's Branch Creek via an unnamed ditch.
15. In 1972, the Plant switched to Pydraul 312A, a phosphate ester-based hydraulic fluid thought to be non-PCB containing. However, GMC subsequently discovered that Pydraul 312A contained residual levels of PCBs. In September of 1972, the Plant switched to the use of Pydraul 65E hydraulic fluid which did not contain any PCBs.
16. Following approval from the Indiana Stream Pollution Control Board ("ISPCB") and Indiana State Board of Health in January 1973, GMC constructed a primary wastewater treatment plant ("WTP") at the Plant to collect and treat wastewater contaminated with hydraulic fluid from the Plant. Since then, the WTP has been upgraded with additional treatment capability including biological treatment, carbon polishing and other treatment systems. By 1976, the old wastewater lagoon system was removed from service.
17. In 1977, a PCB study conducted for GMC by Camp, Dresser & McKee found PCB levels in water in Bailey's Branch Creek downstream from the Plant at 55 parts per billion ("ppb") and 21 ppb. One sample of stream sediments in Pleasant Run Creek downstream from its confluence with Bailey's Branch showed PCBs at 800 parts per million ("ppm").
18. In 1979, GMC submitted to the ISPCB analytical results for water/oil mixture samples from a spring on the Plant property near the WTP. GMC recorded levels of 1.5 ppm to 1,453 ppm PCBs in water/oil mixture samples collected from the spring over a period from 1976 to 1979.
19. On October 21, 1980, GMC entered into a Stipulation and Consent Order with ISPCB, Cause No. B-416, pursuant to which GMC agreed to implement various measures to treat and reduce PCBs contained in the effluents from Former Outfall 001 and Outfall 002 and to undertake certain studies of watercourses downstream of those outfalls.
20. In 1981, a second PCB study conducted for GMC by Camp, Dresser & McKee collected 664 small fish from Pleasant Run and Salt Creek. A total of 19 of these fish were submitted for PCB tissue analyses. All of the fish sampled, except for those collected

upstream from the Plant, contained PCB levels exceeding the 5 ppm tolerance limit for fish and shellfish established by the federal Food and Drug Administration at the time of the study.

21. In 1989, a Compliance Sampling Inspection of the Plant conducted by IDEM found PCBs in sediments in the unnamed ditch connecting Outfall 002 to Bailey's Branch, in Bailey's Branch itself, in Pleasant Run Creek downstream from the Bailey's Branch confluence, and in Salt Creek.
22. Effective March 20, 2001, GMC entered into a Voluntary Corrective Action Agreement for the Plant with EPA. As part of the work it performed under the Voluntary Corrective Action Agreement, GMC sampled soils, sediments, surface water, springs, and seeps on properties adjacent to the unnamed tributaries, Bailey's Branch Creek, and Pleasant Run in residential and undeveloped areas downstream from the Plant. GMC found PCB levels in soils ranging from non-detect up to 9,900 ppm, with a mean of 18.5 ppm; in sediments ranging from non-detect up to 25,000 ppm, with a mean of 207 ppm; in springs ranging from non-detect to 1.2 ppb total PCBs, with an average of 0.051 ppb, and all non-detect for dissolved PCBs; and in seeps ranging from an estimated 0.51 ppb up to 180 ppb total PCBs, with an average of 75.63 ppb, and from non-detect to 51 ppb dissolved PCBs, with an average of 12.2 ppb.
23. GMC pursued work under the RCRA Voluntary Corrective Action Agreement, including determining the nature and extent of hazardous substances in sediments and soils at the Site and conducting corrective actions necessary to remediate PCB contamination at the Site.
24. In order to continue the work under the RCRA Voluntary Corrective Action Agreement, which was impeded by denial of property access by certain properties owners, GMC and EPA entered into an Administrative Order on Consent for Removal Action under CERCLA; EPA Docket No. V-W-'03-C-747 effective July 31, 2003 (GMC CERCLA Order).
25. In July, 2003, the Director of the Superfund Division, EPA Region 5, approved the Action Memorandum concerning the removal action required under the GMC CERCLA Order and the selection of the clean-up criteria applicable to the Site consistent with TSCA, in particular, 40 C.F.R. § 761.61(c), as implemented under CERCLA and the NCP, and with the GMC RCRA Voluntary Corrective Action Agreement (which implements the corrective action requirements of RCRA), CERCLA and the NCP.
26. On July 10, 2009 GM LLC (Respondent) acquired the Plant and additional contiguous properties as part of the 363 Asset Sale pursuant to the bankruptcy of GMC. Respondent continued the work under the GMC CERCLA Order and the RCRA Voluntary Corrective Action Agreement after the Asset Sale. On August 4, 2014 Respondent entered into a RCRA Administrative Order on Consent, EPA Docket No. RCRA-05-2014-0011 (RCRA Order).

27. As outlined in the RCRA Order, the following historical documents had been submitted to and approved by EPA at the time of execution of the RCRA Order. Written approval was provided by EPA, where noted:
- a. A Voluntary Corrective Action Agreement by GMC with EPA was executed on March 20, 2001, as amended and re-titled to the Performance Based Corrective Action Agreement dated October 1, 2002, that committed GMC to Corrective Action at the Facility.
 - b. A CERCLA Administrative Order on Consent for Removal Action (GMC CERCLA Order) became effective on July 31, 2003 for Removal Action on properties impacted by the Plant on Bailey's Branch and Pleasant Run Creeks.
 - i. The cleanup criteria approved by EPA for the GMC CERCLA Order for floodplain soils for the Removal Action Work Plans was 1.8 milligrams per kilogram (mg/kg) total PCBs. The GMC CERCLA Order also identified a cleanup criterion of 1 mg/kg total PCBs for creek sediment and stream bank material at the site. Stream bank material was defined as material located horizontally to a distance of 2 feet from the edge of the stream channel, and vertically down the top elevation of the streambed following sediment removal.
 - c. A Current Conditions Report submitted to EPA by GMC on May 25, 2001 that documented current and historical operations at the Facility and identified Areas of Interest (AOIs) at the Facility where waste handling or releases may have occurred.
 - d. Two work plans for the Site are as follows:
 - i. The Off-Site Well Survey and Sampling Work Plan was submitted to EPA on June 6, 2001. It included a door-to-door survey within a half-mile radius of the Facility, and groundwater sampling and analysis of wells and cisterns. The results of this investigation were submitted to EPA in the Off-Site Residential Well Survey and Sampling Technical Memorandum dated December 9, 2002.
 - ii. The Stream Investigation Work Plan was submitted to EPA on June 6, 2001. This included habitat mapping, fish and benthic community evaluations, stream geomorphology mapping, and human access and use evaluation. The surface water investigation was submitted in two phases. The Phase II Stream Investigation included sampling of surface water (including observed seeps and springs) in May 2002, after a period of extended wet weather, and additional sediment, bank, and floodplain soil sampling throughout the area that extended beyond the Phase I Stream Investigation study.
 - e. The RCRA Facility Investigation (RFI) Work Plan was submitted to EPA by GMC on October 29, 2001.
 - i. The following RFI Work Plan Addenda for soil, sediment, surface water,

groundwater sampling, dye trace testing, and geophysical surveys were prepared and accepted by EPA. Formal written approval were obtained by EPA where noted:

- (1) RFI Work Plan Addendum No. 1 dated November 18, 2002;
- (2) RFI Work Plan Addendum No. 2 dated May 22, 2003;
- (3) RFI Work Plan Addendum No. 3 dated March 23, 2004 and approved by EPA on March 23, 2004;
- (4) RFI Work Plan Addendum No. 4 dated May 3, 2004 and approved by EPA on May 6, 2004;
- (5) RFI Work Plan Addendum No. 5 dated July 26, 2004;
- (6) RFI Work Plan Addendum No. 6 dated September 27, 2004;
- (7) RFI Work Plan Addendum No. 7 approved by EPA on October 13, 2004 and issued as final on November 23, 2004;
- (8) RFI Work Plan Addendum No. 8 approved by EPA in March 2005 and issued as final on March 11, 2005;
- (9) RFI Work Plan Addendum No. 9 dated July 5, 2005 and approved by EPA on July 9, 2005;
- (10) RFI Work Plan Addendum No. 10 approved by EPA on August 17, 2005 and issued as final on August 19, 2005;
- (11) RFI Work Plan Addendum No. 11 approved by EPA on August 16, 2005 and issued as final on August 17, 2005;
- (12) RFI Work Plan Addendum No. 12 dated December 6, 2005; and
- (13) RFI Work Plan Addendum No. 13 approved by EPA on April 19, 2006 and issued as final on April 20, 2006.

- i. The Development of Risk Based Cleanup Criteria, Soil Cleanup Level for PCBs – Upstream Parcels, prepared by ENVIRON, was presented as Appendix A to the Upstream Parcels Removal Action Work Plan submitted on July 18, 2003.
 - ii. The Development of Risk Based Cleanup Criteria for PCBs, Downstream Parcels, Soil Cleanup Level for PCBs – Downstream Parcels, prepared by ENVIRON, was presented as Appendix A to the Downstream Parcels Removal Action Work Plan submitted on October 28, 2003.
 - iii. An Ecological Risk Assessment Risk Characterization, prepared by Exponent, was submitted on September 22, 2006.
- f. The CA725 was submitted on January 27, 2005 and approved by EPA on July 31, 2007.
- g. The CA750 was submitted on April 29, 2008 and approved by EPA.
- h. Upstream Parcels Removal Action Work Plan was submitted on July 18, 2003 and approved by EPA on July 23, 2003.
 - i. The following Addenda for removal of impacted fill, limited areas of surficial bedrock, and sampling modifications were submitted to and approved by EPA:
 - (1) Upstream Parcels Removal Action Work Plan Addendum No. 1 dated November 25, 2003 and approved by EPA on December 2, 2003;
 - (2) Upstream Parcels Removal Action Work Plan Addendum No. 2 dated February 13, 2004 and approved by EPA on February 19, 2004;
 - (3) Upstream Parcels Removal Action Work Plan Addendum No. 3 approved by EPA on May 11, 2004 and issued as final on May 12, 2004;
 - (4) Upstream Parcels Removal Action Work Plan Addendum No. 4 dated June 15, 2004 and approved by EPA on June 30, 2004; and
 - (5) Upstream Parcels Removal Action Work Plan Addendum No. 5 dated October 2, 2004.
 - ii. The Upstream Parcels Removal Action Work Plan Construction Certification Report was submitted to EPA on October 1, 2007 and approved by EPA on December 7, 2007.
 - iii. The Upstream Parcels Interim Operation, Maintenance, and Monitoring Plan was submitted to EPA on June 13, 2008 and approved on June 3, 2008. The Upstream Parcels include 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 205, 215, 216 west of Bailey Scales Road and portions of Bailey's Branch Creek on the East Plant Area. The OMM work was

completed on May 11, 2011.

- i. Parcel 22 Removal Action Work Plan was submitted on July 18, 2003 and approved by EPA on July 23, 2003.
 - i. The following Addendum for modifications to stockpile sampling was submitted to and approved by EPA: Parcel 22 and Downstream Parcels Removal Action Work Plan Addendum No. 1 dated May 10, 2005 and approved by EPA on June 15, 2005.
 - ii. The Construction Certification Report for the Parcel 22 Removal Action was submitted on May 14, 2010 and approved on April 11, 2011.
 - iii. The Parcel 22 Interim Operation, Maintenance, and Monitoring Plan was submitted to EPA on May 14, 2010 and approved on April 11, 2011. The OMM work was completed on October 16, 2013.
- j. Downstream Parcels Removal Action Work Plan was submitted to EPA October 28, 2003 and approved by EPA on May 25, 2004. The following Addenda for modifications to stock pile sampling, updated construction drawings, and procedures for removal of stockpiled PCB impacted material were submitted to and approved by EPA:
 - i. Parcel 22 and Downstream Parcels Removal Action Work Plan Addendum No. 1 dated May 10, 2005 and approved by EPA on June 15, 2005;
 - ii. Downstream Parcels Removal Action Work Plan Addendum No. 2 dated April 22, 2005 and was approved by EPA on November 7, 2005; and
 - iii. Downstream Parcels Removal Action Work Plan Addendum No. 3 dated March 25, 2011 and approved by EPA on March 31, 2011.
- k. A Site Source Control (SSC) Work Plan dated November 6, 2003 and approved by EPA on May 25, 2004 was developed and implemented to identify, characterize, and present a strategy to address seeps and springs, with potential to re-contaminate the surface water features in the vicinity of the Facility with PCBs following completion of Removal Action activities. The following Addenda for design and construction of collection systems, seeps and spring Monitoring Program, and Spring 018 studies were submitted to and approved by EPA:
 - i. SSC Work Plan Addendum No. 1 dated May 4, 2004 and approved by EPA on April 21, 2004;
 - ii. SSC Work Plan Addendum No. 2 dated July 29, 2004 and approved by EPA on December 14, 2006;
 - iii. SSC Work Plan Addendum No. 3 dated November 17, 2004 and approved by EPA on

- December 14, 2006;
- iv. SSC Work Plan Addendum No. 4 dated June 22, 2005 and approved by EPA on December 14, 2006;
 - v. SSC Work Plan Addendum No. 5 dated November 9, 2006 and approved by EPA on November 21, 2006;
 - vi. SSC Work Plan Addendum No. 6 was originally submitted in November 2006 and approved by EPA with comments on August 28, 2007. The final version of the Work Plan incorporating EPA's comments was submitted September 6, 2007; and
 - vii. SSC Work Plan Addendum No. 7 dated April 6, 2009.
- l. The Spring 018 Creek Sealing Design, which presented the design for the placement of a low permeability concrete seal over the creek bottom in proximity to Spring 018, was submitted on November 14, 2012 and approved by EPA on December 4, 2012. The work was completed over the period from December 2012 through February 2013.
 - m. The Spring 018 Collection and Treatment Cessation Memorandum was originally submitted on June 26, 2012 and amended on March 19, 2013 and subsequently amended via discussions with EPA and approved by EPA on June 19, 2013; which allowed for the cessation of collection and treatment of Spring 018 water with the condition that Spring 018 monitoring continue and GM LLC be prepared to reinstitute collection and treatment should future samples exceed the agreed upon discharge criteria.
 - n. The Construction Certification Report Bailey's Branch Creek and Tributary 3 Concrete Sealing – Spring 018 Interim Measure was submitted on February 20, 2014.
 - o. All sampling and analysis conducted at the Site was performed in accordance with the July 18, 2001 Quality Assurance Project Plan (QAPP) Preliminary RCRA Facility Investigation Activities, the July 25, 2006 revised QAPP (Addendum 2), and the Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the site.
28. Subsequent to the effective date of the RCRA Order, the following additional documents have been submitted by GM LLC:
- a. An Unsampled Areas Soil Sampling Work Plan was submitted to EPA on October 31, 2014. EPA provided comments on the Work Plan and approved the Work Plan on March 29, 2016. A revised Work Plan, dated March 30, 2016, addressing EPA's comments was submitted on April 1, 2016. A memorandum summarizing the results of the soil sampling was submitted to EPA on February 23, 2017.
 - b. A Downstream Parcels Monitoring and Maintenance Plan was submitted to EPA by GM LLC on November 7, 2014.

- c. A Construction Certification Report for the West Plant Area Resource Conservation and Recovery Act Corrective Action Interim Measures was submitted to EPA by GM LLC on November 12, 2014. EPA provided comments on the Report and the final Construction Certification Report – West Plant Area Revision 1 incorporating EPA’s comments was submitted to EPA on June 24, 2016.
- d. The Pilot Perimeter Groundwater Trench Collection System Study Report was submitted to EPA by GM LLC on December 2, 2014. EPA provided comments on the Report and EPA approved the Report on February 9, 2016. Revision 1 of the Report addressing EPA’s comments was submitted on February 19, 2016.
- e. A Construction Certification Report for the Downstream Parcels Removal Action was submitted to EPA by GM LLC on December 12, 2014. EPA provided comments on the Report and the revised final version of the Report addressing EPA’s comments was submitted on January 20, 2016 and approved by EPA on February 19, 2016.
- f. The AOI 8 Area Groundwater Source Collection System Interim Measures Work Plan was submitted to EPA by GM LLC on December 31, 2014. EPA approved the Work Plan on July 1, 2015 with comments.
- g. A Construction Certification Report for the East Plant Area Cover System was submitted to EPA by GM LLC on March 2, 2015. EPA provided comments on the Report and Revision 1 of the Report addressing EPA’s comments was submitted on January 25, 2016 and approved by EPA on February 19, 2016.
- h. The Resource Conservation and Recovery Act Facility Investigation (RFI) Report was submitted to EPA by GM LLC on September 30, 2015.
- i. The final Downstream Parcels Monitoring Report, which describes the completion of the implementation of the Downstream Parcels Monitoring and Maintenance Plan, was submitted to EPA by GM LLC on March 4, 2016 and approved by EPA on June 17, 2016.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

- 29. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:
 - a. The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
 - b. The contamination found at the Site, as identified in the Findings of Fact, above, includes a "hazardous substance" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
 - c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
 - d. For purposes of this Order, Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) and is liable for performance of the Work required under this Order.

- e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance at and/or from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
- f. The removal action required by this Order is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Order, will be considered consistent with the NCP, as provided in Section 300.700 (c) (3) (ii) of the NCP, 40 C.F.R. 300.700 (c) (3) (ii), the RCRA Order (EPA Docket No. RCRA-05-2014-0011 which implements the corrective action requirements of RCRA), and TSCA as implemented under CERCLA.
- g. Solely for the purposes of Section 113 (j) of CERCLA, 42 U.S.C. §9613 (j), the Work to be performed by Respondent pursuant to this Order shall constitute a response action taken or ordered by the President.
- h. Compliance with this Order shall be deemed to be compliance with the RCRA Order with respect to the Work.

VI. ORDER

- 30. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Order, including, but not limited to, all figures and appendices attached to this Order and all documents incorporated by reference into this Order.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

- 31. Respondent shall perform the Work itself or retain a contractor(s) to implement the Work. Respondent has selected GHD Inc. ("GHD") to direct and generally oversee activities on behalf of Respondent relating to the Work and EPA hereby approves Respondent's use of GHD for such purposes. Respondent shall notify EPA of the name and qualifications of any other contractors or subcontractors retained to perform any portion of the Work at least 5 business days prior to commencement of such Work. EPA retains the right to disapprove of any of the other contractors and/or subcontractors retained by Respondent. If EPA disapproves a selected contractor or subcontractor, such disapproval and reasons for disapproval shall be submitted in writing to Respondent. Respondent shall retain a different contractor or subcontractor within 15 business days following receipt of EPA's written disapproval and shall notify EPA of those contractors or subcontractor's name and qualifications within 20 business days after EPA's disapproval.

32. Respondent has designated Katie Kamm of GHD as its Project Coordinator who shall be responsible for administration of all Respondent's actions required by this Order. EPA shall direct all submissions and notices required by this Order to Respondent to the attention of Katie Kamm at GHD, 6400 Shafer Court, Suite 400, Rosemont, Illinois 60018; phone: (651) 295-7400 ; facsimile: (773) 380-6421; email: Katie.Kamm@GHD.com, with a copy to Cheryl R. Hiatt or her designee at GM LLC, Global Environmental Compliance & Sustainability, 30400 Mound Road – WTC Mfg. B Bldg., Mail Code: 480-109-MB1, Warren, Michigan 48092; phone: 313-510-4328; email: cheryl.r.hiatt@gm.com. To the greatest extent possible, Respondent's Project Coordinator shall be present on-Site or readily available during performance of the Work. EPA retains the right to disapprove of any other Project Coordinator selected by Respondent. If EPA disapproves a selected Project Coordinator, such disapproval and reasons for disapproval shall be submitted in writing to Respondent. Respondent shall retain a different Project Coordinator within 3 business days following receipt of EPA's written disapproval and shall notify EPA of that person's name and qualifications within 4 business days after receipt of EPA's disapproval. Receipt by Respondent's Project Coordinator of any written notice or communication from EPA relating to this Order shall constitute receipt by Respondent.
33. EPA has designated Daniel Haag of the Emergency Response Branch, EPA-Region 5, as its On-Scene Coordinator ("OSC"). Respondent shall direct 2 copies of all submissions required by this Order to the OSC at U.S. EPA - Region 5, Mailcode SE-5J, 77 West Jackson Boulevard, Chicago, Illinois 60604, by certified or express mail. Respondent shall also send one copy of all such submissions to Peter Ramanauskas, U.S. EPA - Region 5, 77 West Jackson Boulevard, DP-8J, Chicago, Illinois, 60604-3590; phone: 312-886-7890; facsimile: 312-353-4788; email: ramanuaskas.peter@epa.gov. Respondent is encouraged to make its submissions to EPA on recycled paper (which includes significant postconsumer waste paper content where possible) and to use two-sided copies.
34. EPA and Respondent, subject to Paragraph 32, shall have the right to change their designated OSC or Project Coordinator. EPA shall notify Respondent, and Respondent shall notify EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally, but it shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

35. The following Work is to be performed by the Respondent under this Order:
 - i. Implementation of operation and maintenance activities associated with the Work conducted as part of the GMC CERCLA Order, including but not limited to monitoring and necessary maintenance of the restored areas, incidental soil and/or sediment removal from the creek channel and floodplain, any necessary

concrete sealing and/or restoration of the creekbed in the area of Spring 018, or other removal actions proposed by Respondent and approved by EPA.

- ii. Uncompleted operation and maintenance activities associated with the Site Source Control Workplan ("SSC Workplan") and related addenda outlined in Paragraph 27k, including Spring 018 Area monitoring consistent with the Spring 018 Collection and Treatment Cessation Memorandum ("Cessation Memorandum") approved by EPA on June 19, 2013 (Paragraph 27 m). Respondent will continue the monthly monitoring and other activities as specified in the Cessation Memorandum. If necessary based on unacceptable monthly sampling results for PCBs, Respondent will implement maintenance activities including, but not limited to, treatment of the Spring 018 water or other removal actions proposed by Respondent and approved by EPA. Respondent may petition EPA for approval to modify the Cessation Memorandum or terminate the Spring 018 sampling requirement.
- iii. PCB contaminated soils and sediments removed from the work areas at the Site must be properly characterized for disposal as authorized by this Order or as otherwise allowed under applicable law.
- iv. Soils and sediments removed from the work areas at the Site contaminated with PCBs at concentrations equal to or greater than 50 mg/kg shall be transported off-Site for proper disposal at a landfill approved to accept PCB remediation waste in accordance with 40 C.F.R. § 761.61 and, for landfills in Indiana, IDEM Rules 329 IAC 4.1-4-1 (which incorporates 40 C.F.R. §761.61 by reference) and 329 IAC 4.1-13. As of the Effective Date of this Order, landfills approved to accept PCB remediation waste include, but are not limited to, the Heritage RCRA Subtitle C landfill in Roachdale, Indiana and the EQ landfill in Wayne County, Michigan. Waste must be disposed of in compliance with the EPA Off Site Disposal Rule (Section 300.440 of the NCP and 58 Fed. Reg. 49200) and, for landfills in Indiana, IDEM Rules 329 IAC 4.1-4-1 and 329 IAC 4.1-13.
- v. In the event that maintenance work requires removal of additional PCB contaminated soil, transportation and disposal of those materials will be performed in accordance with applicable laws.
- vi. Any contaminated water generated as part of the removal action under this Order must be characterized, treated and disposed of in an approved WTP as authorized in correspondence between GM and IDEM dated February 19, 2003, January 29, 2003, January 14, 2003 and October 15, 2002, by a method allowed by 40 C.F.R. §761.61(b) (1) and IDEM Rule 329 IAC 4.1-4-1, or as otherwise approved by EPA.

- vii. Respondent shall regularly inform owners of property located within the Site of removal activities required under this Order which may affect their properties.

36. Health and Safety Plans.

Any Health and Safety Plan (HASP) included in a workplan required or approved under this Order shall comply with applicable Occupational Safety and Health Administration regulations found at 29 C.F.R. Part 1910. If EPA determines it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the Work. Respondent has previously submitted a HASP to EPA for the work included under this Order.

37. Quality Assurance Project Plan (QAPP).

- a. Respondent has submitted to EPA for review and approval a QAPP which provides that all sampling and analyses performed pursuant to this Order conforms to EPA direction, approval, and appropriate guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. EPA has approved the QAPP. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondent shall follow, as appropriate, "EPA Guidance for Quality Assurance Project Plans," EPA/QA/G-5, EPA/600/R-02/009 (December 2002), "EPA Requirements for Quality Assurance Project Plans," EPA/QA/R-5, EPA/240/B-01/003 (June 2000) and "Instructions on the Preparation of a Superfund Division Quality Assurance Project Plan," EPA Region 5, based on EPA QA/R-5, Revision 0 (June 2000). Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)" or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program as meeting the Quality System requirements.
- b. Upon request by EPA, Respondent shall have such a laboratory analyze samples submitted by EPA for quality assurance monitoring. Respondent shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.
- c. Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondent or its contractors or agents while performing the Work. Respondent shall notify EPA not less than 24 hours in advance of any sample collection activity unless EPA agrees to a shorter notice period. EPA shall have the right to take any additional samples that it deems necessary. Upon request by Respondent, EPA shall allow Respondent or its contractors

to take split and/or duplicate samples of any samples collected by or on behalf of EPA. EPA shall provide the final results of all analyses of samples taken by or on behalf of EPA to Respondent upon EPA's receipt of the final analytical results. EPA shall provide notice to Respondent at least 24 hours in advance of any EPA sampling activity unless Respondent agrees to a shorter notice period.

38. Reporting.

- a. Respondent shall submit a quarterly written progress report to EPA concerning actions undertaken pursuant to this Order, unless otherwise directed in writing by the OSC. Consistent with GM LLC's September 14, 2012 request and EPA's GMC CERCLA Order OSC's and EPA's RCRA Project Manager's approval, the quarterly progress reports required under this Order may be combined with and submitted with the quarterly progress reports required under Paragraph 34 b of the August 4, 2014 RCRA Order. These reports shall be due to EPA by the fifteenth day of the month after the end of each calendar quarter, shall describe all significant developments during the preceding quarter, including the Work performed and any problems encountered, validated final analytical data received during the reporting period and developments anticipated during the next reporting period, including a schedule of Work to be performed, anticipated problems and planned resolutions of past or anticipated problems.
- b. Respondent shall submit 2 copies of all plans, reports or other submissions required by this Order or any approved workplan to be submitted to EPA and IDEM unless fewer are authorized by EPA. Upon written request by EPA and if feasible, Respondent shall submit such documents in electronic form.
- c. Respondent shall, at least 30 days prior to its conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to EPA and the State. The notice to EPA and the State shall include the name and address of the transferee. Respondent shall require that the transferee provide access as described in Paragraph 41.

39. Final Report.

Within 90 days of completion of the Work required under this Order, except for any continuing obligations required by this Order (e.g., monitoring, source control measures operation, record retention and payment of Future Response Costs), Respondent shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Order ("Final Report"). The Final Report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP, 40 C.F.R. §300.165, entitled "OSC Reports". The Final Report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with this Order, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the final validated analytical results of all sampling and analyses performed and accompanying appendices containing all

relevant documentation generated during the Work after the effective date of this Order (e.g., manifests, permits and certificates of disposal). The Final Report shall also include the following certification signed by a person who supervised or directed the preparation of the Final Report:

"Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

40. Off-Site Shipments.

Respondent has EPA authorization for the purposes of this Order to send Waste Materials contaminated with PCBs at concentrations equal to or greater than 50 mg/kg to the facilities specified in Paragraph 35. iv. The Respondent has EPA authorization to send Waste Materials contaminated with PCBs at concentrations less than 50 mg/kg to the Waste Management Twin Bridges landfill in Danville, Indiana and Republic Services Sycamore Ridge landfill in Pimento, Indiana or any landfill specified in Paragraph 35. iv. Before shipping Waste Materials from the Site to any other off-Site location, Respondent shall request and EPA shall provide EPA 's certification that the proposed receiving facility was operating in compliance with the requirements of CERCLA Section 121(d) (3), 42 U.S.C. §9621 (d) (3), and 40 C.F.R. §300.440. Respondent shall only send Waste Materials from the Site to an off-Site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

41. Respondent shall provide access to those areas of the Site that it owns or is in possession of, which access is necessary to implement this Order. Such access shall be provided to EPA employees, contractors, agents, consultants, designees, representatives, and State representatives. These individuals shall be permitted to move freely at those areas of the Site that Respondent owns or is in possession of in order to conduct actions which EPA determines to be necessary.

42. Where the Work is to be performed in areas of the Site owned by or in possession of someone other than Respondent, Respondent currently has access agreements with the CERCLA Order Properties listed in Paragraph 1 a, b, and c herein. If access is required to additional properties, Respondent shall use its best efforts, including offering reasonable compensation, to obtain all necessary access agreements within 30 days after the date Respondent determines access is required to perform the Work or such longer period as otherwise specified or agreed to in writing by the OSC. Respondent shall, as soon as reasonably practicable, notify EPA if, after using its best efforts, it is unable to obtain such agreements. Respondent shall describe in writing its efforts to obtain such access. If EPA concurs with GM

that it has used best efforts to gain such access, EPA shall assist Respondent in gaining access, to the extent necessary to effectuate the Work under this Order, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs and attorneys' fees incurred by the United States in obtaining such access in accordance with Section XV (Payment of Future Response Costs).

43. Notwithstanding any provision of this Order, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

44. Subject to Paragraphs 45 and 46, Respondent shall provide to EPA, upon written request, copies of all documents, records and information within its possession or control or that of its contractors or agents relating to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work.

45. Except as provided in subparagraph 47.a, Respondent may assert business confidentiality claims covering part or all of the documents, records or information submitted to EPA under this Order to the extent permitted by and in accordance with Section 104 (e) (7) of CERCLA, 42 U.S.C. § 9604 (e) (7), and 40 C.F.R. § 2.203(b). Documents, records or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents, records or information when they are submitted to EPA, or if EPA has notified Respondent that the documents, records or information are not confidential under the standards of Section 104 (e) (7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents, records or information without further notice to Respondent.

46. Except as provided in subparagraph 47.a, Respondent may assert that documents, records and information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide EPA with the following:

1. the title of the document, record, or information;
2. the date of the document, record, or information;
3. the name and title of the author of the document, record, or information;
4. the name and title of each addressee and recipient;
5. a description of the subject of the document, record, or information; and
6. the privilege asserted by Respondent. However, no final documents, final reports or other final information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged, and no drafts of any documents, records or information prepared by, for or on behalf of Respondent and

subject to any privilege available under this Paragraph 46 shall be required to be made available to EPA under this Section X or be required to be retained by Respondent under Section XI.

47.

- a. No claim of privilege or confidentiality shall be made with respect to any data developed to prepare any reports or conduct any investigations or other actions taken under the Agreement or this Order.
- b. Notwithstanding any provision of this Order, EPA retains all of its information gathering authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

XI. RECORD RETENTION

48. Until 6 years after Respondent's receipt of EPA's notification pursuant to Section XXVI (Notice of Completion of Work), Respondent shall preserve and retain all documents, records or information (including documents, records and information in electronic form) now in its possession or control or which come into its possession or control that Respondent is required to provide to EPA under Section X, regardless of any corporate retention policy to the contrary. Until 6 years after Respondent's receipt of EPA's notification pursuant to Section XXVI (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all such documents, records, and information.

49. At the conclusion of the 6 year document retention period, Respondent shall notify EPA at least 90 days prior thereto, and, upon request by EPA made before the end of such 90 day period, Respondent shall deliver documents, records and information required to be retained under Paragraph 48 to EPA; provided however that, except as provided in subparagraph 47.a, Respondent may assert that documents, records and information are entitled to confidentiality or are privileged under the attorney-client privilege or any other privilege recognized by federal law and they shall be maintained as confidential by EPA or withheld as privileged by Respondent in accordance with such paragraphs.

XII. COMPLIANCE WITH OTHER LAWS

50. Respondent shall perform all actions required pursuant to this Order in accordance with all applicable local, state and federal laws and regulations except as provided in Section 121 (e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400 (e) and 300.415 (j). In accordance with 40 C.F.R. §300 .415 (j), all on-Site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

51. In the event of any action or occurrence related to the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Order, including, but not limited to, any applicable HASP, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch, EPA-Region 5, at (312) 353-2318 of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph 51, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP in accordance with Section XV (Payment of Future Response Costs).

52. In addition, Respondent shall submit a written report to EPA within 7 days after each such release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103 (c) of CERCLA, 42 U.S.C. § 9603 (c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11004, *et seq.*, with which Respondent shall comply if and to the extent applicable.

XIV. AUTHORITY OF ON-SCENE COORDINATOR

53. The OSC shall be responsible for overseeing Respondent's implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct or direct any Work, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC. The OSC's authority shall only extend to the Work and any emergency response under section XIII required under this Order.

XV. PAYMENT OF FUTURE RESPONSE COSTS

54. a. Respondent shall pay EPA all future CERCLA related oversight costs relating to the Work required by this Order and not inconsistent with the NCP. On a periodic basis, EPA will send Respondent a bill requiring payment of oversight costs, along with an Itemized Cost Summary, which includes direct and indirect costs incurred by U.S. EPA and its contractors. Respondents shall make all

payments within 60 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 56.

- b. Respondent shall make all payments required by this Paragraph 54 a by a check made payable to "EPA Hazardous Substance Superfund," referencing Respondent 's name and address and EPA Site/Spill ID number 0564 OU1 or by wire transfer in accordance with instructions provided by EPA. Respondent shall send the check(s) to:

U.S. Environmental Protection Agency
Superfund Payments Cincinnati Finance Center

PO Box 979076 St. Louis, MO 63197-9000

- c. At the time of payment, Respondent shall send notice that payment has been made to the Director, Superfund Division, U.S. EPA-Region 5, 77 West Jackson Blvd., Chicago, Illinois 60604-3590.
- d. The amounts paid by Respondent pursuant to subparagraph 54.a, above, shall be deposited in the GM-Bedford Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site or be transferred by EPA to the EPA Hazardous Substance Superfund.

55. In the event that payment of Future Response Costs is not made within 60 days after Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph 55 shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section.

56. Respondent may dispute all or part of a bill for Future Response Costs submitted under this Order, if Respondent alleges that EPA has made an accounting error or if Respondent alleges that a cost item is inconsistent with the NCP, or this Section XV. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs to EPA as specified in Paragraph 54 on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the person listed in subparagraph 54 c, above. Respondent shall ensure that, if EPA prevails in the dispute, EPA shall receive the amount upon which it prevailed from the escrow funds plus any accrued Interest due thereon within 30 days after the dispute is resolved.

XVI. DISPUTE RESOLUTION

57. Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section XVI shall be the exclusive mechanism for resolving disputes arising under this Order. The Parties shall attempt to resolve any disagreements concerning this Order expeditiously and informally.

58. If Respondent objects to any EPA action taken pursuant to this Order, including billings for Future Response Costs, Respondent shall notify EPA in writing of its objection(s) within 10 business days after such action, unless the objection(s) has (have) been informally resolved. This written notice of dispute shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondent's position, and all supporting documentation on which Respondent relies. EPA shall submit its Statement of Position in response to Respondent's notice of dispute, including supporting documentation, no later than 10 business days after receipt of Respondent's written notice of dispute. The Negotiation Period for exchange of written documents relating to disputes over billings for Future Response Costs may be extended at the sole discretion of EPA.

59. An administrative record of any dispute under this Section XVI shall be maintained by EPA. The record shall include Respondent's written notice of dispute and EPA's Statement of Position served pursuant to Paragraph 58. Upon review of the administrative record, the Director of the Superfund Division, EPA-Region 5, shall resolve the dispute consistent with the NCP and the terms of this Order which shall be incorporated into and become an enforceable part of this Order.

60. Any agreement reached by the Parties pursuant to this Section XVI shall be in writing and shall, upon signature by both Parties, be incorporated into and become an enforceable part of this Order. Respondent's obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section XVI. Following resolution of the dispute, as provided by this Section XVI, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

61. Respondent agrees to perform all requirements of this Order within the time limits established under this Order, unless performance is delayed by a *force majeure*. For purposes of this Order, a *force majeure* is defined as any event arising from causes beyond the control of Respondent or of any entity controlled by Respondent, including, but not limited to, its contractors and subcontractors, which delays or prevents performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not

include financial inability to complete the Work or increased cost of performance, except with respect to access.

62. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a *force majeure*, Respondent shall notify EPA orally within 24 hours of when Respondent first knew that the event might cause a delay. Within 5 business days thereafter, Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a *force majeure* event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

63. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

64. This Section XVII is subject to Paragraph 42 relating to Respondent's inability to obtain access to properties owned by others within the Site and Paragraph 42 shall control over this Section XVII in the event of any inability to obtain access.

XVIII. STIPULATED PENALTIES

65. Subject to Paragraph 42 relating to Respondent's inability to obtain access, Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 66 and 67 for failure to comply with the requirements of this Order specified below, unless excused under Section XVII (Force Majeure).

66. Stipulated Penalty Amounts - Work.

The following stipulated penalties shall accrue per violation per day for failure to meet a deadline set forth in Section VIII:

Penalty Per Violation Per Day	Period of Noncompliance
\$250	First week
\$500	Second week
\$1000	Third week and thereafter

67. Stipulated Penalty Amounts – Reports.

The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports pursuant to Paragraphs 38 and 39:

Penalty Per Violation Per Day	Period of Noncompliance
\$100	First week
\$200	Second week
\$500	Third week and thereafter

68. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission, until the date that EPA notifies Respondent of any deficiency; and 2) with respect to a decision by the Superfund Division Director under Paragraph 58, during the period, if any, beginning on the 21st day after the Negotiation Period begins (or, if the Negotiation Period is shortened or lengthened, on the day after the end of such shortened or lengthened period) until the date that the Superfund Division Director issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

69. Following EPA's determination that Respondent has failed to comply with a requirement of this Order, EPA may give Respondent written notification of the failure and describe the noncompliance. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue if and to the extent provided in Paragraph 68 regardless of whether EPA has notified Respondent of a violation.

70. All penalties accruing under this Section XVIII shall be due and payable to EPA within 45 days after Respondent's receipt from EPA of a written demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI (Dispute

Resolution). All payments to EPA under this Section shall be paid by check made payable to "EPA Hazardous Substances Superfund", and shall be made in accordance with Paragraph 54.b, and shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 0564 OU1, the EPA Docket Number of this Order, and the name and address of the party making payment. Copies of check(s) used for payment pursuant to this Section XVIII, and any accompanying transmittal letter(s), shall also be sent as provided in subparagraph 54.c, above.

71. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work.

72. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 30 days after the dispute is resolved by agreement or by receipt of EPA's decision.

73. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of the written demand made pursuant to Paragraph 69. Nothing in this Order shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106 (b) and 122 (1) of CERCLA, 42 U.S.C. §§ 9606 (b) and 9622 (1), and punitive damages pursuant to Section 107 (c) (3) of CERCLA, 42 U.S.C. § 9607 (c) (3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106 (b) or 122 (1) of CERCLA or punitive damages pursuant to Section 107 (c) (3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Order. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

XIX. COVENANT NOT TO SUE BY EPA

74. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Order, and except as otherwise specifically provided in this Order, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107 (a) of CERCLA, 42 U.S.C. §§ 9606 and 9607 (a), for performance of the Work and for recovery of Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this Order, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

75. Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct or order all actions necessary to protect public health, welfare or the environment, or to prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at or from, the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

76. The covenant not to sue set forth in Section XIX does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Order is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondent to meet a requirement of this Order;
- b. liability for costs not included within the definition of Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

77. Respondent reserves whatever right it may have to contest and defend against any action taken by EPA pursuant to any reservation of rights contained in this Order, including in this Section XX.

XXI. COVENANTS NOT TO SUE BY RESPONDENT

78. As of the Effective Date, Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs or this Order, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106 (b) (2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606 (b) (2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim under the United States Constitution, the Indiana Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in subparagraphs 76.b, c, and e - g, above, but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation, nor shall these covenants not to sue apply to any claim Respondent has or may have against the United States for contribution or otherwise relating to or arising from the ownership and/or operation of the Plant by or on behalf of the United States (or any agency or department thereof) or any contract or transaction entered into by the United States (or any agency or department thereof) relating to the Plant.

79. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. §300 .700 (d).

XXII. OTHER CLAIMS

80. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors or consultants in carrying out actions pursuant to this Order.

81. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Order for any liability such person may have under CERCLA, other statutes or common law, including, but not limited to, any claims of the United States for costs, damages and Interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

82. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION PROTECTION

83. The Parties agree that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113 (f) (2) and 122(h) (4) of CERCLA, 42 U.S.C. §§ 9613 (f) (2) and 9622 (h) (4) , for "matters addressed" in this Order. The "matters addressed" in this Order are the Work and Future Response Costs. Nothing in this Order precludes the United States or Respondent from asserting any claims, causes of action or demands against any persons not Parties for indemnification, contribution or cost recovery.

XXIV. INDEMNIFICATION

84. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and. representatives (collectively "Related Parties") from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Order. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including, but not limited to, attorney's fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under its control in carrying out actions pursuant to this Order. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out actions pursuant to this Order. Neither Respondent nor any such contractor shall be considered an agent of the United States.

85. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section XXIV and shall consult with Respondent prior to settling such claim.

86. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement or arrangement between any one or more of Respondent and any person for the performance of the Work, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement or arrangement between any one or more of Respondent and any person for the performance of the Work, including, but not limited to, claims on account of construction delays.

87. Notwithstanding anything to the contrary in this Section XXIV, Respondent shall have no obligation to indemnify or pay the United States or any Related Parties with respect to any

claim arising from, or on account of, negligent or other wrongful acts or omissions of the United States or any Related Parties relating to the Site or the performance of the Work.

XXV. MODIFICATIONS

88. When the Parties agree that a modification to a plan or schedule should be made, the OSC may make such modification either in writing or by oral direction. EPA shall memorialize any oral modification in writing promptly, but the modification shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Order may only be modified in writing by mutual agreement of the Parties.

89. If Respondent seeks permission to deviate from any approved workplan or schedule, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving written approval from the OSC pursuant to Paragraph 88.

90. No informal advice, guidance, suggestion or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Order or to comply with all requirements of this Order, unless it is formally modified.

XXVI. NOTICE OF COMPLETION OF WORK

91. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, including monitoring, source control measures operation, payment of Future Response Costs, record retention, etc., EPA will provide written notice to such effect to Respondent. If EPA determines that any such Work has not been completed in accordance with this Order, EPA will so notify Respondent, provide a list of the deficiencies, and require that Respondent modify the applicable workplan, if appropriate, in order to correct such deficiencies. Respondent shall implement any modified and approved workplan and shall submit a modified Final Report to EPA in accordance with the EPA notice for response by EPA in accordance with this Paragraph 91. Failure by Respondent to implement the approved modified workplan shall be a violation of this Order. Completion of the Work shall not be interpreted as completion of corrective action activities at the Site under the RCRA Order unless so determined as part of the Final Decision issued by EPA.

XXVII. SEVERABILITY/INTEGRATION/APPENDICES

92. If a court issues an order that invalidates any provision of this Order or finds that Respondent has sufficient cause not to comply with one or more provisions of this Order, Respondent shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

93. This Order and its attached exhibit constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Order. The following exhibit is attached to and incorporated into this Order:

Exhibit 1 - Map of CERCLA Order Properties

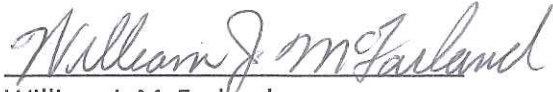
XXVIII. EFFECTIVE DATE AND TERMINATION

94. This Order shall be effective upon receipt by Respondent of a copy of this Order signed by the Director, Superfund Division, EPA, Region 5. This Order shall terminate after EPA 's approval of the Final Report under Section XXVI and upon Respondent's written notification thereafter that all other obligations under this Order have been completed and receipt by Respondent of EPA 's written concurrence therewith; provided, however, that no such termination shall affect Sections XI, XIX, XX, XXI and XXIII which shall survive any such termination.

SIGNATORIES

The undersigned representative of Respondent certifies that he is fully authorized to enter into the terms and conditions of this Order and to bind the party he represents to this Order.

By



DATE:

William J. McFarland
General Motors LLC
Global Environmental Compliance & Sustainability
30400 Mound Road – WTC Mfg. B Bldg.
Mail Code: 480-109-MB1
Warren, Michigan 48092

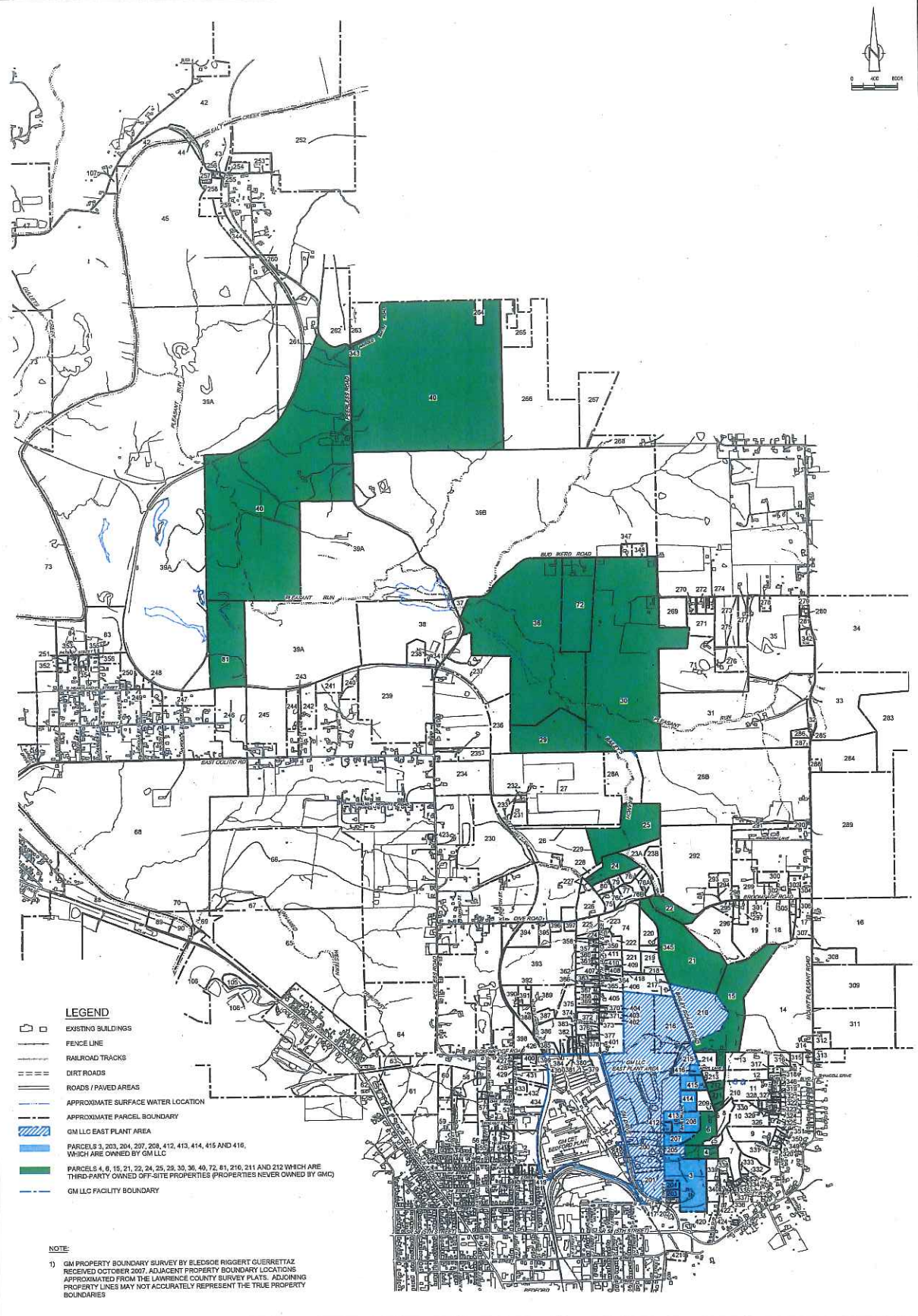
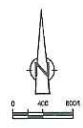
IT IS SO ORDERED AND AGREED



DATE:

7/18/2017

Margaret M. Guerriero, Acting Director
Superfund Division
United States
Environmental Protection Agency
Region 5



LEGEND

- EXISTING BUILDINGS
- FENCE LINE
- RAILROAD TRACKS
- DIRT ROADS
- ROADS / PAVED AREAS
- APPROXIMATE SURFACE WATER LOCATION
- APPROXIMATE PARCEL BOUNDARY
- GM LLC EAST PLANT AREA
- PARCELS 3, 203, 204, 207, 209, 412, 413, 414, 415 AND 416, WHICH ARE OWNED BY GM LLC
- PARCELS 4, 6, 15, 21, 22, 24, 25, 26, 30, 36, 49, 72, 81, 216, 211 AND 212 WHICH ARE THIRD-PARTY OWNED OFF-SITE PROPERTIES (PROPERTIES NEVER OWNED BY GM)
- GM LLC FACILITY BOUNDARY

NOTE:
 1) GM PROPERTY BOUNDARY SURVEY BY BLEDSOE RIGGERT GUERRETTAZ RECEIVED OCTOBER 2007. ADJACENT PROPERTY BOUNDARY LOCATIONS APPROXIMATED FROM THE LAWRENCE COUNTY SURVEY PLATS. ADJACING PROPERTY LINES MAY NOT ACCURATELY REPRESENT THE TRUE PROPERTY BOUNDARIES

NO	Revision	Date	Initial

SCALE VERIFICATION

THIS BAR MEASURES 1" ON ORIGINAL. ADJUST SCALE ACCORDINGLY.

Approved: _____

**GM LLC
CERCLA ORDER PROPERTIES**

Source Reference: BASE MAP COMPLETED BY AIR-LAND SURVEYS, FLINT, MI, APRIL 2001 AND CMA SURVEYS 2002 - 2003			
Project Manager:	J.M.	S.D.	Date: MARCH 2016
Scale:	AS SHOWN	Project No:	13958-00
		Support No:	PRES249
		Sheet No:	1

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Division of Land Pollution Control
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Springfield, Illinois 62702

Ms. Cheryl Hiatt
General Motors, LLC
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bcc: Peter Felitti, ORC (C-14J)
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Carolyn Bohlen, (SE-5J)
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Docket Analyst, ORC (C-14J)
Richard Hackley, PAAS (MF-10J)
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Records Center, (SRC-7J)

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