

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

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JAN 21 2009

REGIONAL HEARING CLERK  
U.S. ENVIRONMENTAL  
PROTECTION AGENCY

IN THE MATTER OF: )  
)  
GENERAL MOTORS CORPORATION ) ADMINISTRATIVE ORDER ON CONSENT  
)  
) U.S. EPA Docket No: **RCRA-05-2009-0004**  
)  
Van Slyke Complex )  
)  
Former Powertrain V8 Engine Plant )  
Flint, Michigan )  
)  
EPA ID#: MID005356951 )  
)  
RESPONDENT. )  
)  
\_\_\_\_\_ )

Proceeding under Section 3008(h) of the  
Resource Conservation and Recovery Act,  
as amended, 42 U.S.C. § 6928(h).

I. JURISDICTION

1. The Administrator of the U.S. Environmental Protection Agency (EPA) is issuing this Administrative Order on Consent ("Order") to General Motors Corporation ("GM") under Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6928(h). The Administrator has delegated the authority to issue orders under Section 3008(h) of RCRA to the Director, Land and Chemicals Division, EPA Region 5.

2. GM owns and operates a manufacturing facility at and around G-3284 Van Slyke Road, Flint, Michigan commonly known as the Van Slyke Complex. The facility lies on the southwestern edge of Flint, Michigan, south of Interstate Highway I-69 and east of Interstate Highway I-75. The facility includes three currently active manufacturing operations: Flint Truck Assembly; Flint Engine South; and Flint Metal Fabricating Division. The facility also includes the Powertrain V8 Engine Plant, which GM operated from 1953 until 1999 and demolished in 2000 leaving only a concrete slab floor. This Order relates only to the Powertrain V8 Engine Plant portion of the facility. For purposes of this Order, the former Powertrain V8 Engine Plant, as depicted in more detail in Attachment 1, will be referred to as the "Facility."

3. GM agrees not to contest EPA's jurisdiction to issue this Order, to enforce its terms, or to impose sanctions for violations of the Order.

4. GM waives any rights to request a hearing on this matter pursuant to Section 3008(b) of RCRA and 40 C.F.R. Part 24, and consents to the issuance of this Order without a hearing under Section 3008(b) of RCRA as a Consent Order issued pursuant to Section 3008(h) of RCRA.

## II. DEFINITIONS

5. This Order incorporates the definitions in RCRA, 42 U.S.C. §§ 6901 - 6922k, and the regulations promulgated under RCRA unless otherwise specified.

## III. PARTIES BOUND

6. This Order applies to and binds EPA, GM and its agents, successors, assigns, trustees, receivers, and all persons, including but not limited to contractors and consultants, acting on behalf of GM. GM will be responsible for and liable for any violations of this Order, regardless of GM's use of employees, agents, contractors, or consultants to perform work required by this Order.

7. No change in ownership or corporate or partnership status relating to the Facility will alter GM's obligations under this Order. Any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, will not affect GM's obligations under this Order. GM will give written notice of this Order and the land use restrictions required under this Order to any successor in interest prior to transferring ownership or operation of the Facility or a portion thereof and will notify EPA in writing within five days of the transfer. This written notice will describe how GM has assured that, despite the transfer, all institutional controls required now or in the future for the Facility will be implemented and maintained. This paragraph will not apply if EPA and GM agree that this Order has terminated as to the Facility or any relevant portion of the Facility.

## IV. DETERMINATIONS

8. After consideration of the Administrative Record, the Director, Land and Chemicals Division; EPA Region 5 has made the following conclusions of law and determinations:

- a. GM is a "person" within the meaning of Section 1004(15) of RCRA.
- b. GM is the owner and operator of a Facility that has operated under interim status subject to Section 3005(e) of RCRA.
- c. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to Section 1004(5) and 3001 of RCRA and 40 C.F.R. Part 261.
- d. There is or has been a release of hazardous wastes or hazardous constituents into the environment from the Facility.
- e. GM has conducted investigations of the Facility and based on the results of those investigations has, among other things, removed flooring material contaminated with polychlorinated biphenyls ("PCBs") at levels above 1 part per million; has removed soil and sediment near outfall 003 contaminated with PCBs and certain polynuclear aromatic hydrocarbons above generic cleanup levels established

under Michigan Public Act 451, Part 201; and installed trenches and a collection and treatment system to extract, treat and achieve hydraulic control of a plume of light nonaqueous phase liquids (“LNAPL”).

- f. On April 30, 2004, GM submitted to EPA a self-certification that RCRA corrective action for the Facility is complete with controls, describing and attaching documentation of its investigations, corrective action activities and proposed controls for contamination remaining at the Facility. GM supplemented the self-certification on September 7, 2005.
- g. GM published a notice of its self-certification of completion of corrective action soliciting public comment in the Flint Journal on September 22, 2004. No comments were received.
- h. On September 7, 2005, GM submitted an Environmental Indicators (“EI”) Report for the Facility. EPA approved the EI Report on November 4, 2005.
- i. On September 30, 2005, GM submitted an Operation, Maintenance and Monitoring (“OMM”) Plan for implementation of the selected institutional and engineering controls for the Facility. EPA approved the OMM Plan on October 25, 2005.
- j. On September 27, 2006, GM recorded, in the Genesee County Register of Deeds the land use restriction attached as Attachment 2 to this Order that restricts activities at the identified portions of the Facility to certain commercial and industrial activities only and prohibits use of groundwater at the Facility.
- k. EPA reviewed GM’s self-certification and supplemental submissions, inspected the Facility, and on August 14, 2008, issued a Final Decision determining that corrective action at the Facility is complete as long as an enforceable mechanism is in place to ensure that the controls proposed by GM are implemented and remain in place. Those controls, which comprise the selected remedy, include: providing and maintaining fencing and security for the Facility; maintaining an impermeable cover over the concrete slab; operating and maintaining a groundwater recovery and treatment system to capture and control LNAPL contamination in groundwater at the Facility until groundwater cleanup standards are met and maintained; treating and discharging the extracted groundwater in compliance with applicable laws and permit requirements; operating a long-term groundwater monitoring program to ensure that groundwater contamination at the Facility does not migrate beyond the Facility boundary at concentrations that exceed regulatory requirements and/or that may present an unacceptable human health risk; appropriately handling any soil or other media at the Facility that may be disturbed as a result of future activities in accordance with applicable legal requirements; and implementing and maintaining institutional controls to restrict use of the Facility to non-residential purposes and to prohibit groundwater use at the Facility unless and until groundwater meets applicable performance standards.

1. The actions required by this Order are necessary to protect human health or the environment.

#### V. PROJECT MANAGER

9. EPA and GM must each designate a Project Manager and notify each other in writing of the Project Manager selected within 14 days of the effective date of this Order. Each Project Manager will be responsible for overseeing the implementation of this Project. The parties must provide prompt written notice whenever they change Project Managers.

#### VI. WORK TO BE PERFORMED

10. Pursuant to Section 3008(h) of RCRA, GM agrees to and is hereby ordered to perform the actions specified in this section, in the manner and by the dates specified here. GM represents that it has the technical and financial ability to carry out corrective action at the Facility. GM must perform the work undertaken pursuant to this Order and in compliance with RCRA and other applicable federal and state laws and their implementing regulations, and consistent with all relevant EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to the Use of Institutional Controls in the RCRA Corrective Action Program, and relevant portions of the Model Scopes of Work for RCRA Corrective Action.

GM must assure that the institutional and engineering controls selected in the EPA's Final Decision are continually maintained unless and until EPA determines that performance standards have been met such that the controls are no longer necessary. GM must take all necessary measures to restrict the use of the Facility in any manner that may interfere with operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedy to be implemented pursuant to this Order. These measures and controls will be implemented through the OMM Plan.

11. GM must implement the institutional and engineering controls and performance standards selected in EPA's Final Decision as provided in the approved OMM Plan and any amendments thereto, including the schedule contained therein. Any major modifications made under the OMM Plan must be approved by EPA under paragraph 16 below.

12. GM has recorded with the Genesee County Register of Deeds the Declaration of Restrictive Covenant ("Restrictive Covenant") attached hereto as Attachment 2. Attachment 3 documents through a current commitment for title insurance that the property described in the Restrictive Covenant is free and clear of all encumbrances, including easement interests, except those identified therein. GM has provided a copy of the filed Restrictive Covenant to all holders of record of said encumbrances. Documentation of such notice(s) is attached hereto as Attachment 4. In the Restrictive Covenant, GM, among other things, consents to EPA having a right of access to the Facility and provides the right to enforce through legal action in a court of competent jurisdiction the restrictions and covenants in the Restrictive Covenant to: (a) GM; (b) the Michigan Department of Environmental Quality ("MDEQ") and its authorized

representatives, under Part 201 (Environmental Remediation) of the Michigan Natural Resources and Environmental Protection Act, M.C.L. § 324.20101 *et seq.*; and (c) the EPA and its authorized representatives, as a third party beneficiary. The Restrictive Covenant also provides for at least twenty-one (21) days notice to EPA and MDEQ prior to the transfer of any interest in the Facility. GM must ensure that the Restrictive Covenant remains in place and effective. For the purposes of paragraphs 12 – 14 of this Order, “EPA” shall mean the United States Environmental Protection Agency, its successor entities, and those persons or entities authorized to act on its behalf.

GM agrees to modify its rights in the Restrictive Covenant to change existing restrictions or to impose additional land and/or resource use restrictions that EPA determines are necessary to maintain a comparable level of protection against unacceptable risk to human health or the environment as the result of the discovery of facts unknown to EPA and GM on the effective date of this Order.

13. Any instrument transferring complete or partial possession or ownership of the Facility through sale, lease, deed or otherwise by GM, or memorandum thereof, shall be recorded with the Genesee County Register of Deeds and shall provide that:

a. GM reserves a right of access for the purpose of conducting any activity related to this Order; and reserves the right to enforce the restrictions and covenants in the Restrictive Covenant for: (i) GM; (ii) EPA and its authorized representatives, as third party beneficiary, and (iii) MDEQ and its authorized representatives;

b. the transferee expressly agrees to comply with the Restrictive Covenant;

c. agreement to comply with the Restrictive Covenant shall be expressly included by any subsequent transferor in any instrument transferring complete or partial possession or ownership of the Facility;

d. EPA shall be expressly named in any instrument effecting such transfer of complete or partial possession or ownership of the Facility as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that EPA may directly enforce such obligations and rights as against the transferee under such instrument and any successor to any such transferee; and

e. any subsequent instrument, or memorandum thereof in the case of a lease, effecting such transfer of complete or partial possession or ownership of the Facility shall be recorded with the Genesee County Register of Deeds.

14. GM shall provide at least twenty-one (21) days prior written notice to EPA and MDEQ of any proposed conveyance of all or part of the Facility.

a. For any conveyance utilizing the form Covenant Deed attached hereto as Attachment 5, such notice shall include submittal to EPA of the draft conveyance document utilizing the form Covenant Deed attached hereto as Attachment 5 and a current title search,

commitment for title insurance or other evidence of title acceptable to EPA which documents that the recorded Restrictive Covenant remains in place and effective, as provided in paragraph 12.

b. For any conveyance not utilizing the form Covenant Deed in Attachment 5, GM shall submit to EPA for review and concurrence that the instrument of conveyance complies with the requirements of paragraph 13:

i. the proposed draft deed, in recordable form, or other instrument of conveyance, including a lease, that is enforceable under the laws of the State of Michigan;

ii. with respect to any lease, a memorandum of lease in recordable form setting forth the requirements of paragraph 13 contained in such lease; and

iii. a current title search, commitment for title insurance or other evidence of title acceptable to EPA which documents that the recorded Restrictive Covenant remains in place and effective, as provided in paragraph 12.

c. GM shall record such instrument of conveyance, or memorandum thereof in the case of a lease, with the Genesee County Register of Deeds.

d. GM shall provide a true copy of the recorded instrument of conveyance, or memorandum thereof in the case of a lease, showing the liber and page of recordation to EPA within thirty (30) days after GM's receipt of a copy thereof from the Genesee County Register of Deeds.

15. GM must provide and maintain financial security in the amount of the approved cost estimate, in one of the forms permitted under 40 C.F.R. § 264.145 (modified to replace the terms "post-closure" and "closure" with "corrective action" and referencing this Order, as approved by EPA). GM shall review the cost estimate on an annual basis, and if GM determines that the estimated cost of the corrective action for the Facility has changed significantly from the approved cost estimate, it must promptly provide an explanation and a revised cost estimate to EPA within 60 days of its annual review. Within 60 days of EPA's written approval of a revised cost estimate, GM shall adjust the amount of the financial security provided under this Order to reflect the amount of the revised cost estimate.

16. For documents submitted by GM for EPA approval, EPA may provide GM with its written approval, its approval with conditions and/or modifications, disapproval, or disapproval with comments. EPA will provide a statement of reasons for any approval with conditions and/or modifications, disapproval or disapproval with comments. GM shall revise any such submittal in accordance with EPA's written comments and will submit to EPA any revised submittals within 30 days after receiving EPA's written comments (or a longer time if agreed to by the parties.) Revised submittals are subject to EPA approval, approval with conditions and/or modifications, disapproval, or disapproval with comments. EPA will provide GM with an opportunity for discussion before any unilateral modifications required by EPA under this paragraph take effect. Upon receipt of EPA's written approval the submittal becomes an

enforceable part of this Order.

17. Reporting and other requirements:

- a. GM must continue to maintain a publicly accessible repository for information related to the EPA's Final Decision for a minimum of 5 years after the effective date of this Order. Further, GM must continue to maintain a publicly accessible repository for information regarding implementation of this Order and must continue to conduct public outreach and involvement activities as appropriate.
- b. By March 1 of each year, GM must provide an annual report to EPA on its activities under this Order for the previous calendar year. The report must list work performed, data collected, problems encountered, and upcoming project schedule. The frequency of this report may be modified by agreement of the Project Managers.
- c. Independent of the annual reports under paragraph 17.b, GM must provide advance written notice to EPA of any major activities or changes in operations at the Facility relevant to the Final Remedy, including but not limited to major revisions to the OMM Plan.
- d. The parties will communicate frequently and in good faith to assure successful completion of the requirements of this Order, and will meet on at least an annual basis to discuss the work proposed and performed under this Order. The frequency of this meeting may be modified by agreement of the parties.
- e. EPA may request supplemental information from GM related to implementation of the selected remedy for the Facility under this Order. GM must provide timely any supplemental information that EPA requests in writing.

VII. ACCESS

18. For the purposes of conducting any activity related to this Order, upon reasonable notice, and at reasonable times, EPA, its contractors, employees, and any designated EPA representatives may enter and freely move about the Facility and adjacent property owned by GM to, among other things: interview GM personnel and contractors; review GM's progress in carrying out the terms of this Order; conduct tests, sampling, or monitoring as EPA deems necessary; use a camera, sound recording, or other documentary equipment; and verify the reports and data GM submits to EPA. GM will permit such persons to inspect and copy all non-privileged photographs and documents, including all sampling and monitoring data, that pertain to work undertaken under this Order and that are within the possession or under the control of GM or its contractors or consultants. GM may request split samples, or copies of all photographs, tapes, videos or other recorded evidence created by EPA and releasable under the Freedom of Information Act.

19. Nothing in this Section limits or otherwise affects EPA's right of access and entry under

applicable law, including RCRA and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675.

### VIII. RECORD PRESERVATION

20. GM must retain, during the pendency of this Order and for at least six years after the Order terminates, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Order. GM must notify EPA in writing 90 days before destroying any such records, and give EPA the opportunity to take possession of any non-privileged documents. GM's notice will refer to the effective date, caption, and docket number of this Order and will be addressed to:

Director  
Land and Chemicals Division  
U.S. EPA, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604-3590

GM must also promptly give EPA's Project Manager a copy of the notice.

21. GM will not assert any privilege claim concerning any data gathered during any investigations or other actions required by this Order.

### IX. STIPULATED PENALTIES

22. GM must pay the following stipulated penalties to the United States for violations of this Order:

- a. For failure to submit progress reports by the dates scheduled in paragraph 17.b, above: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.
- b. For failure to implement, according to the approved schedule and terms, the approved OMM Plan: \$2,000 per day for the first 14 days and \$4,000 per day thereafter.
- c. For failure to submit supplemental information as required and scheduled in paragraph 17.e: \$2,000 per day for the first 14 days and \$4,000 per day thereafter.
- d. For failure to maintain the cost estimate and financial security as required and scheduled in paragraph 15: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.
- e. For failure to maintain the institutional controls as required in paragraph 12: \$3,000 per day for the first 14 days and \$6,000 per day thereafter.



23. Whether or not GM has received notice of a violation, stipulated penalties will begin to accrue on the day a violation occurs, and will continue to accrue until GM complies. For item b in paragraph 22, above, if EPA identifies a violation based on an annual report submitted under paragraph 17.b, stipulated penalties will not accrue during the period, if any, beginning 31 days after the submission of the annual report until the date that EPA notifies GM in writing of any violation. Separate stipulated penalties for separate violations of this Order will accrue simultaneously.

24. GM must pay any stipulated penalties owed to the United States under this Section within 30 days of receiving EPA's written demand to pay the penalties, unless GM invokes the dispute resolution procedures under Section X: Dispute Resolution. A written demand for stipulated penalties will describe the violation and will indicate the amount of penalties due.

25. Interest will begin to accrue on any unpaid stipulated penalty balance beginning 31 days after GM receives EPA's demand letter. Interest will accrue at the current value of funds rate established by the Secretary of the Treasury. Under 31 U.S.C. § 3717, GM must pay an additional penalty of six percent per year on any unpaid stipulated penalty balance more than 90 days overdue.

26. GM must pay all penalties by certified or cashier's check payable to the United States of America, or by wire transfer, and will send the check to:

U.S. Department of the Treasury  
Attention: U.S. EPA Region 5, Office of the Comptroller  
P.O. Box 70753  
Chicago, Illinois 60673.

A transmittal letter stating the name of the Facility, GM's name and address, and the EPA docket number of this action must accompany the payment. GM will simultaneously send a copy of the check and transmittal letters to the EPA Project Manager.

27. GM may dispute EPA's assessment of stipulated penalties by invoking the dispute resolution procedures under Section X: Dispute Resolution. The stipulated penalties in dispute will continue to accrue, but need not be paid, during the dispute resolution period. GM must pay stipulated penalties and interest, if any, according to the dispute resolution decision or agreement. GM must submit such payment to EPA within 30 days after receiving the resolution according to the payment instructions of this Section.

28. Neither invoking dispute resolution nor paying penalties will affect GM's obligation to comply with the terms of this Order not directly in dispute.

29. The stipulated penalties set forth in this Section do not preclude EPA from pursuing any other remedies or sanctions which may be available to EPA for GM's violation of any terms of this Order. However, EPA will not seek both a stipulated penalty under this Section and a statutory penalty for the same violation.

## X. DISPUTE RESOLUTION

30. The parties will use their best efforts to informally and in good faith resolve all disputes or differences of opinion.

31. If any party disagrees, in whole or in part, with any decision made or action taken under this Order, that party will notify the other party's Project Manager of the dispute. The Project Managers will attempt to resolve the dispute informally.

32. If the Project Managers cannot resolve the dispute informally, either party may pursue the matter formally by placing its objections in writing. A written objection must state the specific points in dispute, the basis for that party's position, and any matters which it considers necessary for determination.

33. The parties will in good faith attempt to resolve the dispute through formal negotiations within 21 days, or a longer period if agreed in writing by the parties. During formal negotiations, any party may request a conference with appropriate senior management to discuss the dispute.

34. If the parties are unable to reach an agreement through formal negotiations, within 14 business days after any formal negotiations end, the parties may submit additional written information to the Director of the Land and Chemicals Division, EPA Region 5. EPA will maintain a record of the dispute, which will contain all statements of position and any other documentation submitted pursuant to this Section. EPA will allow timely submission of relevant supplemental statements of position by the parties to the dispute. Based on the record, EPA will respond to GM's arguments and evidence and provide a detailed written decision on the dispute signed by the Director of the Land and Chemicals Division, EPA Region 5 ("EPA Dispute Decision").

## XI. FORCE MAJEURE AND EXCUSABLE DELAY

35. Force majeure, for purposes of this Order, is any event arising from causes not foreseen and beyond GM's control that delays or prevents the timely performance of any obligation under this Order despite GM's best efforts.

36. 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 event, GM must notify EPA within two business days after learning that the event may cause a delay. If GM wishes to claim a force majeure event, within 15 business days thereafter GM must provide to EPA in writing all relevant information relating to the claim, including a proposed revised schedule.

37. If EPA determines that a delay or anticipated delay is attributable to a force majeure event, EPA will extend in writing the time to perform the obligation affected by the force majeure event for such time as EPA determines is necessary to complete the obligation.

## XII. MODIFICATION

38. This Order may be modified only by mutual agreement of EPA and GM. Any agreed modifications will be in writing, will be signed by all the parties, will be effective on the date of signature by EPA, and will be incorporated into this Order.

## XIII. RESERVATION OF RIGHTS

39. Nothing in this Order restricts EPA's authority to seek GM's compliance with the Order and applicable laws and regulations. For violations of this Order, EPA reserves its rights to bring an action to enforce the Order, to assess penalties under Section 3008(h)(2) of RCRA, 42 U.S.C. § 6928(h)(2), and to issue an administrative order to perform corrective actions or other response measures. In any later proceeding, GM shall not assert or maintain any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon a contention that the claims raised by the United States in the later proceeding were or should have been raised here. This Order is not a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, or authorities of EPA.

40. If EPA determines that GM's actions related to this Order have caused or may cause a release of hazardous waste or hazardous constituent(s), or a threat to human health or the environment, or that GM cannot perform any of the work ordered, EPA may order GM to stop implementing this Order for the time EPA determines may be needed to abate the release or threat and to take any action that EPA determines is necessary to abate the release or threat.

41. GM does not admit any of EPA's factual or legal determinations. Except for the specific waivers in this Order, GM reserves all of its rights, remedies and defenses, including all rights and defenses it may have: (a) to challenge EPA's performance of work; (b) to challenge EPA's stop work orders; and (c) regarding liability or responsibility for conditions at the Facility, except for its right to contest EPA's jurisdiction to issue or enforce this Order. GM has entered into this Order in good faith without trial or adjudication of any issue of fact or law. GM reserves its right to seek judicial review of EPA actions taken under this Order, including a proceeding brought by the United States to enforce the Order or to collect penalties for violations of the Order.

## XIV. OTHER CLAIMS

42. GM waives any claims or demands for compensation or payment under Sections 106(b), 111, and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. § 9507 for, or arising out of, any activity performed or expense incurred under this Order. Additionally, this Order is not a decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

## XV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

43. GM indemnifies, saves and holds harmless the United States, its agencies, departments, agents, and employees, from all claims or causes of action arising from or on account of acts or

omissions of GM or its officers, employees, agents, independent contractors, receivers, trustees, and assigns in carrying out activities required by this Order. This indemnification will not affect or limit the rights or obligations of GM or the United States under their various contracts. This indemnification will not create any obligation on the part of GM to indemnify the United States from claims arising from the acts or omissions of the United States.

#### XVI. SEVERABILITY

44. If any judicial or administrative authority holds any provision of this Order to be invalid, the remaining provisions will remain in force and will not be affected.

#### XVII. TERMINATION AND SATISFACTION

45. GM may request that EPA issue a determination that GM has met the requirements of the Order for all or a portion of the Facility. GM may also request that EPA issue a “no further interest” or “no further action” determination for all or a portion of the Facility.

46. The provisions of the Order will be satisfied upon the parties’ execution of an “Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights”, consistent with EPA’s Model Scope of Work.

47. GM’s execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, to maintain any necessary institutional controls or other long terms measures, and to recognize EPA’s reservation of rights as required in Section XIII.

XVIII. EFFECTIVE DATE

48. This Order is effective on the date that EPA signs the Order.

IT IS SO AGREED:

DATE: 12/17/08

BY: William J. McFarland  
William J. McFarland  
Director, Remediation Services  
Worldwide Facilities Group  
General Motors Corporation  
Respondent

IT IS SO ORDERED:

DATE: Jan. 7, 2009

BY: Margaret M. Guerriero  
Margaret M. Guerriero, Director  
Land and Chemicals Division  
U.S. Environmental Protection Agency  
Region 5

CASE NAME: General Motors Corporation

DOCKET NO: **RCRA-05-2009-0004**

**CERTIFICATE OF SERVICE**

I hereby certify that today I filed the original of this **Administrative Order on Consent** and this **Certificate of Service** in the office of the Regional Hearing Clerk (E-13J), United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604-3590.

I further certify that I then caused a true and correct copy of the filed document to be mailed on the date below, via Certified Mail, Return Receipt Requested to:

Certified Mail Receipt #: 7001 0320 0006 1453 9742

Mr. Kurt Blizzard  
General Motors Corporation  
920 Townsend Road  
Lansing, Michigan 48921



Daniel Patulski, Environmental Scientist  
United States Environmental Protection Agency, Region 5  
77 West Jackson Boulevard, LU-9J  
Chicago, Illinois 60604-3590  
(312) 886-0656

Date: 01/21/09

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