

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) and is liable for performance of response action and for response costs incurred and to be incurred at the Site.

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 Agreement (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. The Site is not an "eligible response site" as defined in Section 101(41) of CERCLA, 42 U.S.C. § 9601(41), because: (i) the Site is not a "brownfield site" as defined in Section 101(39) of CERCLA, 42 U.S.C. § 9601(39); and (ii) the President has conducted a preliminary assessment or site inspection at the Site.

i. Compliance with this Order shall be deemed to be compliance with the Agreement with respect to the Work.

VI. ORDER

29. 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**

30. Respondent shall perform the Work itself or retain a contractor(s) to implement the Work. Respondent has selected Conestoga-Rovers and Associates, Inc. ("CRA") to direct and generally oversee activities on behalf of Respondent relating to the Work and EPA hereby approves Respondent's use of CRA 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 that contractor's or subcontractor's name and qualifications within 20 business days after EPA's disapproval.

31. Respondent has designated James J. McGuigan of CRA 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 James J. McGuigan at CRA, 8615 West Bryn Mawr Avenue, Chicago, Illinois 60631-3501; phone: (773) 380-9937; facsimile: (773) 380-6421; email: jmcguigan@craworld.com, with a copy to Cheryl R. Hiatt or her designee at GM, 1996 Technology Drive, Troy Technology Park South, Building A, Mail Code 483-619-356, Troy, Michigan 48083; phone: 248-680-5219; facsimile: 248-680-5129; 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