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**STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY**

In the Matter of:

220 South Dawson Street,  
Seattle, Washington

**AGREED ORDER**

No DE 02HWTRNR-4686

TO: General Electric Company  
Aircraft Engines Business  
c/o Stephen Hill  
1 Neumann Way, T-165  
Cincinnati, Ohio 45215

**I. JURISDICTION**

This Agreed Order ("Agreed Order") is issued pursuant to the authority of RCW 70.105D.050(1).

**II. DEFINITIONS**

Unless otherwise specified, the definitions set forth in Chapter 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms used in this Order.

Additional definitions are as follows:

1. Agreed Order or Order means this Order issued under WAC 173-340-530. The term includes the text of this Order, all Attachments to this Order, and all Ecology-approved submittals required pursuant to this Order. Order Attachments and Ecology-approved submittals are incorporated into this Order by this reference and are enforceable parts of this Order as if fully set forth herein.



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

September 19, 2002

**CERTIFIED MAIL**

7001 0320 0005 6260 8781

Mr. Stephen Hill  
Manager, Environmental Programs  
General Electric Engine Services  
One Neumann Way MD T165  
Cincinnati, OH 45215-1988

Dear Mr. Hill:

RE: FINAL AGREED ORDER FOR SIGNATURE

Enclosed is a copy of the General Electric Agreed Order, DE02HWTRNR-4686. Please have Harold V. Jones of the General Electric Company sign on the last page of the Agreed Order and return to me. I will send you a copy of the final order.

Please feel free to call me at (425) 649-7264 if you have any questions regarding this letter.

Sincerely,

Dean Yasuda, P.E.  
Environmental Engineer  
Hazardous Waste and Toxics Reduction Program  
Northwest Regional Office

DY:ll

Enclosure

cc: Joe Shorin, Ecology AAG  
Julie Sellick, Ecology AAG  
WAD009278706 HZW 6.2



1           2        Area of Concern (AOC) means any area of the facility where a release of  
2 dangerous constituents (including dangerous waste and hazardous substances) has occurred, is  
3 occurring, is suspected to have occurred, or threatens to occur.

4           3        Cleanup Action Plan (CAP) means the document issued by Ecology under WAC  
5 173-340-360 which selects facility specific corrective measures and specifies cleanup standards  
6 (cleanup levels, points of compliance, and other requirements for the corrective measures).

7           4        Cleanup Standards means the standards promulgated under RCW  
8 70.105D.030(2)(e) and include (1) hazardous substance concentrations (cleanup levels) that  
9 protect human health and the environment; (2) the location at the facility where those cleanup  
10 levels must be attained (points of compliance); and (3) additional regulatory requirements that  
11 apply to a cleanup because of the type of action and/or the location of the facility.

12           5        Corrective Action means any activities including investigations, studies,  
13 characterizations and corrective measures, including actions taken pursuant to Chapter 70.105D  
14 RCW and Chapter 173-340 WAC, undertaken in whole or in part to fulfill the requirements of  
15 WAC 173-303-646.

16           6        Corrective Measure means any measure or action to control, prevent, or mitigate  
17 releases and/or potential releases of dangerous constituents (including dangerous waste and  
18 hazardous substances) reviewed and approved by Ecology for the facility and set forth in a  
19 facility specific Cleanup Action Plan (CAP) prepared in compliance with the requirements of  
20 Chapter 173-340 WAC, including WAC 173-340-360. Corrective measures may include interim  
21 actions as defined by Chapter 173-340 WAC. Interim actions will not necessarily be set forth in  
22 a facility specific CAP.

23           7        Dangerous Constituent means any constituent identified in WAC 173-303-9905 or  
24 40 CFR Part 264 Appendix IX, any constituent which caused a waste to be listed or designated as  
25 dangerous under the provisions of Chapter 173-303 WAC, and any constituent defined as a  
26 hazardous substance at RCW 70.105D.020(7).

1           8.     Dangerous Waste means any solid waste designated in WAC 173-303-070  
2 through 173-303-100 as dangerous or extremely hazardous or mixed waste. Dangerous wastes  
3 are considered hazardous substances under RCW 70.105D.020(7).

4           9.     Dangerous Waste Constituent means any constituent listed in WAC 173-303-9905  
5 and any other constituent that has caused a waste to be a dangerous waste under Chapter 173-303  
6 WAC.

7           10.    Dangerous Waste Management Unit (DWMU) is a contiguous area of land on or  
8 in which dangerous waste is placed, or the largest area in which there is a significant likelihood  
9 of mixing dangerous waste constituents in the same area, as defined in WAC 173-303-040.

10          11.    Facility means the General Electric Company's (GE) Aircraft Engines Business's  
11 (GEAE) former Dangerous Waste Management Unit (DWMU) located at 220 South Dawson  
12 Street, Seattle Washington, any property contiguous to the DWMU also formerly controlled by  
13 GE, and all property, regardless of control, affected by releases or threatened releases of  
14 hazardous substances, including dangerous wastes and dangerous constituents, at and from this  
15 area.

16          12.    Practical Quantitation Limit (PQL) means the lowest concentration that can be  
17 reliably measured within specified limits of precision, accuracy, representativeness,  
18 completeness, and comparability during routine laboratory operating conditions, using  
19 Department of Ecology approved methods.

20          13.    RCRA Facility Assessment (RFA) means the Ecology conducted investigation of  
21 releases and potential release at the dangerous waste management facility and the information  
22 contained in the report entitled RCRA Facility Assessment Report, General Electric Aviation --  
23 Dawson, dated March 1995 ("RFA Report"). The RFA Report is incorporated into this Order by  
24 this reference as if fully set forth herein.

25          14.    Release means any intentional or unintentional spilling, leaking, pouring,  
26 emitting, emptying, discharging, injecting, pumping, escaping, leaching, dumping, or disposing

1 of dangerous waste or dangerous constituents into the environment. It also includes the  
2 abandonment or discarding of barrels, containers, and other receptacles containing dangerous  
3 waste or dangerous constituents and includes the definition of release in RCW 70.105D.020(20).

4 15. Remedial Investigation (RI) means a facility wide investigation and  
5 characterization performed in accordance with the requirements of Chapter 173-340 WAC,  
6 undertaken in whole or in part to fulfill the corrective action requirements of WAC 173-303-646.

7 16. Solid Waste Management Unit (SWMU) means any discernible location at the  
8 dangerous waste management facility where solid wastes have been placed at any time,  
9 irrespective of whether the location was intended for the management of solid or dangerous  
10 waste. Such locations include any area at the dangerous waste management facility at which  
11 solid wastes, including spills, have been routinely and systematically released and include  
12 regulated units as defined by Chapter 173-303 WAC.

### 13 III. OBJECTIVES

14 The remedial action objectives for this facility are:

15 1. GE shall conduct a ground water remedial investigation (RI) and ground water  
16 interim action (GWIA) to be approved by Ecology and in accordance with the requirements of  
17 Chapter 173-340 WAC. The purpose of the ground water remedial investigation and ground  
18 water interim action shall, in part, be to concurrently satisfy the corrective action requirements of  
19 a RCRA facility investigation and interim action of WAC 173-303-646.

20 2. After completion and approval of the ground water remedial investigation and  
21 ground water interim action, GE may be required to draft a Cleanup Action Plan (CAP) to satisfy  
22 the requirements of WAC 173-340-400 and to concurrently satisfy the corrective action  
23 requirements of WAC 173-303-646.

24 3. After public review and comment, the Cleanup Action Plan will be finalized and  
25 GE will be required to design, construct, operate, and monitor the selected cleanup or corrective  
26

1 actions via a consent decree, agreed order, enforcement order, or a permit, as determined b.  
2 Ecology.

#### 3 IV. FINDINGS OF FACT

4 Ecology makes the following Findings of Fact, without admission of such facts by GE.

5 1. GE owned and operated the General Electric Company's Aircraft Engines  
6 Business located at 220 South Dawson Street, Seattle Washington as a dangerous waste  
7 management facility on or after November 19, 1980, the date which subjects facilities to RCRA  
8 permitting requirements, including interim status requirements pursuant to Section 3005 of  
9 RCRA and implementing regulations thereunder, and including authorized state regulations  
10 promulgated in Chapter 173-303 WAC.

11 2. In 1949, GE purchased Property at 220 South Dawson Street in Seattle,  
12 Washington (the "Property"). From 1959 to 1994, GE manufactured and repaired aircraft parts at  
13 the Property. In 1994, GE ceased manufacturing and repair operations at this location, and used  
14 the Property as warehouse and office space until December 1996, when it vacated the premises.  
15 Since then, various companies have used the building on the Property as a warehouse. Keymac,  
16 LLC currently owns the Property.

17 3. The Property is located in a generally industrial portion of the Duwamish corridor  
18 south of downtown Seattle. The Property lies approximately 2000 feet east of the Duwamish  
19 River. The Property surface is covered by a large building and by asphalt pavement.

20 4. Groundwater in the vicinity of the property is generally encountered between 7  
21 and 10 feet below ground surface. Groundwater flows west to southwest.

22 5. During operation of its aircraft parts manufacturing and repair business, GE used  
23 petroleum products and chlorinated solvents, including trichloroethylene (TCE), 1,1,1-  
24 trichloroethane (TCA), and perchlorethylene (PCE) at the Property.

25 6. On August 11, 1980, GE notified EPA of its hazardous waste management  
26 activities. In the notification, GE identified itself as managing the following hazardous wastes at

1 the General Electric Company's Aircraft Engines Business located at 220 South Dawson Street,  
2 Seattle Washington: F001; F002; F003; F005; F017. These wastes are dangerous wastes  
3 pursuant to Chapter 173-303 WAC.

4 7. Pursuant to the August 11, 1980 Form 2 notification, GE was issued identification  
5 number WAD009278706 by EPA.

6 8. On November 6, 1980, GE submitted to EPA Part A of the RCRA permit  
7 application. In the Part A Application, GE identified itself as managing the following dangerous  
8 wastes at the container storage unit: mineral spirits, 1,1,1 trichloroethane (contaminated with  
9 chromium, lead, mercury, and selenium) acetone, toluene, xylene, perchloroethene, methylene  
10 chloride, methyl ethyl ketone, corrosive liquids, stoddard solvents, waste coolant oil, lab packs,  
11 solvent contaminated rags, tetrachloroethylene, xylene, chromium, lead, waste oil contaminated  
12 with mercury and selenium, phosphoric acid, and sulfuric acid. The total storage capacity was  
13 defined as 2000 gallons of hazardous wastes held in containers at the General Electric  
14 Company's Aircraft Engines Business located at 220 South Dawson Street, Seattle Washington.

15 9. On July 6, 1994, Ecology performed a RCRA Facility Assessment (RFA) at the  
16 former GE facility. The purpose of an RFA is to identify those areas at the dangerous waste  
17 management facility where releases of hazardous substances, as defined in RCW  
18 70.105D.020(7), may have occurred or may be occurring.

19 10. Pursuant to the RFA Report and other information, Ecology has identified the  
20 following Solid Waste Management Units (SWMUs) and Areas of Concern (AOC) at the  
21 dangerous waste management facility:

22 SWMU 1: Former Dangerous Waste Container Storage Area  
23 SWMU 2: Florescent Penetrant Inspection (FPI), Vapor Degreasing and METRO  
24 sump areas.  
25 SWMU 3: Steam Cleaning Sump  
26 SWMU 4: X-Ray/NPH Sump Area  
SWMU 5: Transformer Area  
SWMU 6: Numerical Controls Area  
SWMU 7: Overspeed Governor Room  
SWMU 8: Ring Cell Area  
SWMU 9: Former UST 1

1 SWMU 10: Former UST 2  
2 SWMU 11: Coolant Management Room  
3 SWMU 12: Condensed Gas & Product Storage Area  
4 SWMU 13: Northwest Corner  
5 AOC 1: Chemical Product Storage Area

6 Ecology has identified SWMUs 1, 2, 3 and 9 as needing to be addressed under this Agreed  
7 Order, and does not currently anticipate that additional work is needed with respect to the  
8 remaining SWMUs.

9 11. Releases and/or potential releases of hazardous substances from the former GE  
10 facility are documented in the RFA Report and by various soil and ground water investigation  
11 reports referenced in Table 1-1 of the Interim Action Work Plan (Exhibit 1).

12 12. Beginning in 1987 and up until the time that this Agreed Order was entered, GE  
13 voluntarily undertook a series of investigations of environmental conditions at the Property.  
14 These investigations indicated the existence of petroleum hydrocarbons, certain metals, and  
15 chlorinated volatile organic compounds (CVOCs) in soils on the Property. In addition, they  
16 showed CVOCs in shallow groundwater beneath the Property. In response to these findings, GE  
17 conducted the voluntary remedial actions described in the following paragraphs.

18 13. As an independent action, between December 1995 and August 1996, GE  
19 excavated more than 3,000 tons of soil from the Property, and sent it off-site for treatment in a  
20 high-temperature cement kiln. During this time, GE removed from the Property all soils with  
21 concentrations of Total Petroleum Hydrocarbons (TPH) and CVOCs that exceeded Model Toxics  
22 Control Act (MTCA) cleanup levels based on residential exposure scenarios, except for three  
23 small areas where soil excavation was not feasible due to proximity to existing structures. Two of  
24 these areas, one of which is near a transformer and the other beneath a utility pole, have only  
25 limited amounts of TPH. In the other area, soils containing CVOCs were left beneath the footing  
26 in the northeast corner of the building. A comprehensive account of the soil removal is provided  
in *Independent Remedial Action of Soils-GEAE Plant 1 Facility* (Dames & Moore, 1996).







1 340 WAC and applicable provisions of Chapter 173-303 WAC, unless otherwise specifically  
2 provided for herein.

3 1. The main objectives of this Agreed Order are,

4 a. GE will evaluate the groundwater to indoor air pathway to determine  
5 whether, and if so to what extent, there is indoor air contamination resulting from  
6 contaminated groundwater or soil below the dangerous waste management facility.

7 b. GE will conduct additional deep groundwater investigations to provide  
8 further information that may help identify the source or sources of CVOCs in deep  
9 groundwater, and to delineate the horizontal and vertical extent of the CVOCs. GE's  
10 groundwater investigations will also determine whether arsenic is present at levels  
11 exceeding surface or drinking water standards in groundwater below the former GE  
12 facility or downgradient of 1<sup>st</sup> Avenue South.

13 c. GE will install a new recovery well, RW-3, close to the location of current  
14 monitoring well MW-4, to remediate the ground water contaminant source area and focus  
15 the hydraulic control near this presumed source area. The site-wide ground water  
16 extraction system will remain operational until a final cleanup action plan, which requires  
17 or provides for shut down of the site-wide ground water extraction system and the  
18 implementation of other appropriate final ground water remedies, is approved by  
19 Ecology. GE will install an additional monitoring well, MW-13, at the northwest corner  
20 of the facility. This well will be used to demonstrate compliance with cleanup standards  
21 at the Property boundary. GE also will cease operating recovery well RW-1 but maintain  
22 this ground water extraction well in case Ecology and GE both concur that it should be  
23 operational in the future based on the effectiveness of the overall ground water extraction  
24 system.

1           d.     GE will continue ground water monitoring of all permanent resource  
2     protection wells per the criteria in the Interim Action Work Plan or as thereafter modified  
3     and approved in writing by Ecology.

4           2.     In order to meet these objectives, GE shall implement the Interim Action Work  
5     Plan attached to this Agreed Order as Exhibit 1. By this reference, Exhibit 1 and all future  
6     modifications thereafter are hereby incorporated into this Agreed Order, and constitute an  
7     integral and enforceable part of the Agreed Order. Additional work in the form of modifications  
8     to the Interim Action Work Plan may be requested by Ecology or GE in order to meet the main  
9     objectives of the Agreed Order.

10          3.     GE shall submit progress reports, groundwater monitoring reports, and other  
11     documents required under this Agreed Order in accordance with the schedule set forth in Exhibit  
12     1, Section 6. The progress reports shall include validated ground water sampling data received  
13     during the reporting period. GE shall submit progress reports until all work under this Agreed  
14     Order is completed to Ecology's satisfaction. GE shall, at a minimum, describe the following in  
15     each progress report:

16           a.     all work conducted pursuant to this Agreed Order since the last progress  
17     report was submitted to Ecology;

18           b.     occurrence of any problems, how problems were rectified, deviations from  
19     the workplans and an explanation for all deviations;

20           c.     projected work to occur in the upcoming 6 months;

21           d.     summaries of significant findings, changes in personnel, and summaries of  
22     contacts with all federal, state, local community, and public interest groups.

23     GE shall, at a minimum, describe the following in each groundwater report:

24           a.     validated groundwater sampling data received during the reporting period  
25     and copies of the original laboratory reporting data sheets.

26



1 Ecology in administering its statutory responsibilities with respect to corrective action at th  
2 facility. Ecology costs shall include costs of direct activities and support costs of direct activities  
3 as defined in WAC 173-340-550(2). GE shall pay the required amount within 60 days of  
4 receiving from Ecology an itemized statement of costs that includes a summary of costs incurred,  
5 an identification of involved staff, and the amount of time spent by involved staff members on  
6 the project. Ecology shall include with each itemized statement a general description of work  
7 performed. Itemized statements shall be prepared quarterly. Failure to pay Ecology's costs  
8 within 60 days of receipt of the itemized statement of costs may result in interest charges. In  
9 order to assure these payments get to the proper staff as soon as possible, the address for mailing  
10 via the post office is:

11 Department of Ecology  
12 Cashiering Section  
13 P.O. Box 5128  
14 Lacey, WA 98509-5128

15 If GE chooses to send a check by a messenger/overnight delivery service, the address to use is:

16 Department of Ecology  
17 Cashiering Section  
18 300 Desmond Drive  
19 Lacey, WA 98503

20 Please indicate the check is for cost recovery on the former GE facility at 220 South Dawson  
21 Street so it is properly credited. Enclosing the bottom portion of our invoice will accomplish  
22 this.

23 3. Designated Project Coordinators.

24 The project coordinator for Ecology is:

25 Dean Yasuda, P.E.  
26 Department of Ecology  
Northwest Regional Office  
3190 - 160<sup>th</sup> Avenue SE  
Bellevue, Washington 98008  
Phone: (425) 649-7000  
Fax: (425) 649-7098  
Email: dyas461@ecy.wa.gov

The project coordinators for GEAE are:

Linda Baker, P.G.

Stephen Hill, P.E.

1 ThermoRetec Corporation  
2 1011 SW Klickitat Way, Suite 207  
3 Seattle, Washington 98134-1162  
4 Phone: (206) 624-9349  
5 Fax: (206) 624-2839  
6 Email: lbaker@thermoretec.com

General Electric Company  
Aircraft Engines Business  
1 Neumann Way, MD T165  
Cincinnati, Ohio 45215-1988  
Phone: (513) 552-5007  
Fax: (513) 672-3995  
Email: Stephen.D.Hill@ae.ge.com

7 The project coordinators shall be responsible for overseeing the implementation of this  
8 Agreed Order. To the maximum extent possible, communications between Ecology and GE, and  
9 all documents, including reports, approvals, and other correspondence concerning the activities  
10 performed pursuant to the terms and conditions of this Agreed Order, shall be directed through  
11 the project coordinators. Should Ecology or GE change project coordinators, written notification  
12 shall be provided to Ecology or GE at least ten (10) calendar days prior to the change, if possible.

13 4. Performance.

14 All work performed by GE pursuant to this Agreed Order shall be under the direction and  
15 supervision, as necessary, of a professional engineer or hydrogeologist, or similar expert, with  
16 appropriate training, experience, and expertise in hazardous waste facility investigation and  
17 cleanup. GE shall notify Ecology as to the identity of such engineer(s) or hydrogeologist(s), and  
18 of any contractors and subcontractors to be used in carrying out the terms of this Agreed Order,  
19 in advance of their involvement at the facility. GE shall provide a copy of this Agreed Order to  
20 all agents, contractors, and subcontractors retained to perform work required by this Agreed  
21 Order and shall ensure that all work undertaken by such agents, contractors and subcontractors  
22 will be in compliance with this Agreed Order.

23 Except where necessary to abate an emergency situation, GE shall not perform any  
24 remedial actions at the Facility outside that required by this Agreed Order unless Ecology  
25 concurs, in writing, with such additional remedial actions.

26 WAC 173-340-400(7)(b)(i) requires that "construction" performed on the facility must be  
under the supervision of a professional engineer registered in Washington.

1 GE shall provide seven (7) days notice to Ecology's project manager prior to conductin  
2 work activities that Ecology identifies on-site.

3 5. Access.

4 a. GE no longer owns the Property located at 220 South Dawson Street, and will perform  
5 work under this Agreed Order pursuant to the terms of an access easement agreement with the  
6 current owner of the Property, Keymac, LLC. A copy of the access easement agreement is  
7 attached as Exhibit 2. To the extent authorized by Keymac and the access easement agreement,  
8 GE agrees to allow Ecology access to the Property at all reasonable times for purposes of  
9 conducting such tests or collecting samples as Ecology or the project manager may deem  
10 necessary; using a camera, sound recording, or other documentary type equipment to record work  
11 done pursuant to this Order; verifying data submitted to Ecology; and otherwise reviewing the  
12 progress in carrying out the terms of this Agreed Order. By signing this Agreed Order, GE  
13 agrees that this Agreed Order constitutes reasonable notice of access. Ecology shall allow split  
14 or replicate samples to be taken by GE during an inspection unless doing so interferes with  
15 Ecology's sampling. GE shall allow split or replicate samples to be taken by Ecology and shall  
16 provide seven (7) days notice before any sampling activity. GE shall provide Ecology reasonable  
17 access to any operation logs, contracts or other records related to the work being performed  
18 pursuant to this Agreed Order.

19 b. GE's obligations under this Agreed Order will require access to portions of the Facility  
20 not owned or controlled by Keymac, including, but not limited to, sampling of monitoring wells  
21 and maintenance of recovery wells. GE shall undertake all reasonable efforts to secure an  
22 agreement providing such access for GE, Ecology, and their representatives (including  
23 contractors), for the purpose of conducting any activity related to this Agreed Order. In the event  
24 that GE is unable, within 120 days of the execution of this Agreed Order, to secure such access to  
25 conduct its obligations under this Agreed Order, it shall promptly notify Ecology in writing, and  
26 shall include in that notification a summary of the steps that GE has taken to attempt to comp'



1 with this Section Ecology may, as it deems appropriate, take any reasonable efforts necessary to  
2 obtain access to this property. GE shall reimburse Ecology for all costs incurred, direct or  
3 indirect, in obtaining such access. In facilitating such access, Ecology may consider whether it  
4 should name additional potentially liable persons consistent with RCW  
5 70.105D.020(12)(b)(iv)(D).

6 6. Public Participation.

7 GE shall prepare and/or update a public participation plan for the facility within 30 days  
8 after the effective date of this Agreed Order. Ecology will review and approve the plan and will  
9 maintain the responsibility for public participation at the facility. GE shall help coordinate and  
10 implement public participation for the facility as specified in the Ecology-approved public  
11 participation plan.

12 7. Retention of Records.

13 GE shall preserve in a readily retrievable fashion, during the pendency of this Agreed  
14 Order and for ten (10) years from the date of issuance by Ecology of written notification that all  
15 requirements of this Agreed Order have been satisfactorily completed, reports, documents, and  
16 underlying data in its possession relevant to this Agreed Order. Should any portion of the work  
17 performed hereunder be undertaken through contractors or agents of GE, then GE agrees to  
18 include in its contract with such contractors or agents a record retention requirement meeting the  
19 terms of this paragraph.

20 8. Dispute Resolution.

21 GE may request Ecology to resolve disputes that may arise during the implementation of  
22 this Agreed Order. Such request shall be in writing and directed to the designated project  
23 coordinator named in Section VII.3 of this Agreed Order, or his/her successor(s). If GE and the  
24 designated project coordinator are unable to resolve the dispute, GE may request in writing that  
25 the Program Manager for the Hazardous Waste and Toxics Reduction (HWTR) Program resolve  
26 the dispute. This request may be submitted in writing to the Program Manager no sooner than

1 fourteen calendar days after GE's submittal of a written dispute statement to the project manager.  
2 In such case, GE shall provide the Program Manager with a written statement of its position.  
3 Ecology's Program Manager shall conduct a review of the dispute, and shall issue a written  
4 decision regarding the dispute within thirty (30) days of GE's request for review. The Program  
5 Manager's decision shall be Ecology's final decision on the disputed matter. GE is not relieved of  
6 any requirement of this Agreed Order during the pendency of the dispute and remains responsible  
7 for timely compliance with the terms of the Agreed Order unless otherwise provided by Ecology  
8 in writing.

9           9.     Reservation of Rights/No Settlement.

10           This Agreed Order is not a settlement under Chapter 70.105D RCW. Ecology's  
11 signature on this Order in no way constitutes a covenant not to sue or a compromise of any  
12 Ecology rights or authority. Ecology will not, however, bring an action against GE to recover  
13 remedial action costs paid to and received by Ecology under this Agreed Order. In addition,  
14 Ecology will not take additional enforcement actions against GE to require those remedial  
15 actions required by this Agreed Order, as long as GE complies with this Agreed Order.

16           Ecology reserves the right, however, to require additional remedial actions at the facility  
17 should it deem such actions necessary.

18           Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural  
19 resources resulting from the releases or threatened releases of hazardous substances from the  
20 former GE facility located at 220 South Dawson Street in Seattle, Washington.

21           In the event Ecology determines that conditions at the facility are creating or have the  
22 potential to create a danger to the health or welfare of the people on the facility or in the  
23 surrounding area or to the environment, Ecology may order GE to stop further implementation of  
24 this Agreed Order for such period of time as needed to abate the danger.

25           10.    Compliance with Applicable Laws.

1           a. All actions carried out by GE pursuant to this Agreed Order shall be done  
2 in accordance with all applicable federal, state, and local requirements, including  
3 requirements to obtain necessary permits, except as provided in paragraph b. of this  
4 section.

5           b. Pursuant to RCW 70.105D.090(1), the substantive requirements of  
6 chapters 70.94, 70.95, 70.105, 75.20, 90.48, and 90.58 RCW and of any laws requiring or  
7 authorizing local government permits or approvals for the remedial action under this  
8 Agreed Order that are known to be applicable at the time of issuance of the Agreed Order  
9 have been included in Exhibit 1 (Interim Action Work Plan), and are binding and  
10 enforceable requirements of the Order.

11           GE has a continuing obligation to determine whether additional permits or  
12 approvals addressed in RCW 70.105D.090(1) would otherwise be required for the  
13 remedial action under this Agreed Order. In the event GE determines that additional  
14 permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for  
15 the remedial action under this Agreed Order, it shall promptly notify Ecology of this  
16 determination. Ecology shall determine whether Ecology or GE shall be responsible to  
17 contact the appropriate state and/or local agencies. If Ecology so requires, GE shall  
18 promptly consult with the appropriate state and/or local agencies and provide Ecology  
19 with written documentation from those agencies of the substantive requirements those  
20 agencies believe are applicable to the remedial action. Ecology shall make the final  
21 determination on the additional substantive requirements that must be met by GE and on  
22 how GE must meet those requirements. Ecology shall inform GE in writing of these  
23 requirements. Once established by Ecology, the additional requirements shall be  
24 enforceable requirements of this Agreed Order. GE shall not begin or continue the  
25 remedial action potentially subject to the additional requirements until Ecology makes its  
26 final determination.

1 Ecology shall ensure that notice and opportunity for comment is provided to the  
2 public and appropriate agencies prior to establishing the substantive requirements under  
3 this section.

4 Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the  
5 exemption from complying with the procedural requirements of the laws referenced in  
6 RCW 70.105D.090(1) would result in the loss of approval from a federal agency which is  
7 necessary for the state to administer any federal law, the exemption shall not apply and  
8 GE shall comply with both the procedural and substantive requirements of the laws  
9 referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

10 c. Some requirements herein are based on the applicable requirements of  
11 Chapter 70.105 RCW and Chapter 173-303 WAC.

#### 12 VIII. SATISFACTION OF THIS ORDER

13 When the Interim Action Work Plan, as amended by any modifications, has been fully  
14 performed in accordance with the requirements of this Agreed Order and the schedule in Section  
15 6 of the Interim Action Work Plan, GE shall notify Ecology in writing ("GE's Completion  
16 Notice"). Within 60 days of receipt of GE's Completion Notice, Ecology shall respond either by  
17 providing the written notification of completion, or by identifying in writing those provisions of  
18 the Agreed Order that it believes have not been completed. The provisions of this Agreed Order  
19 shall be deemed satisfied upon GE's receipt of the written notification from Ecology that GE has  
20 completed the corrective actions required by this Order, as amended by any modifications, and  
21 that all other provisions of this Agreed Order have been complied with.

#### 22 IX. ENFORCEMENT

23 1. Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

24 a. The Attorney General may bring an action to enforce this Order in a state  
25 or federal court.  
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b. The Attorney General may seek to recover, by filing an action if necessary, the amounts spent by Ecology for investigative and remedial actions and orders related to the facility.

c. In the event GE refuses, without sufficient cause, to comply with any term of this Order, GE will be liable for:

(1) up to three times the amount of any costs incurred by the state of Washington as a result of its refusal to comply; and

(2) civil penalties of up to \$25,000 per day for each day it refuses to comply.

2. This Order is not appealable to the Washington State Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70.105D 060.

Effective date of this Agreed Order: November 13, 2002

**GENERAL ELECTRIC COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY**

By: Harold V. Jones  
Harold V. Jones  
General Manager, Environmental Affairs & Safety  
GE Aircraft Engines, General Electric Company

By: Julie Sellick  
Julie Sellick, Section Manager  
Hazardous Waste and Toxics Reduction  
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