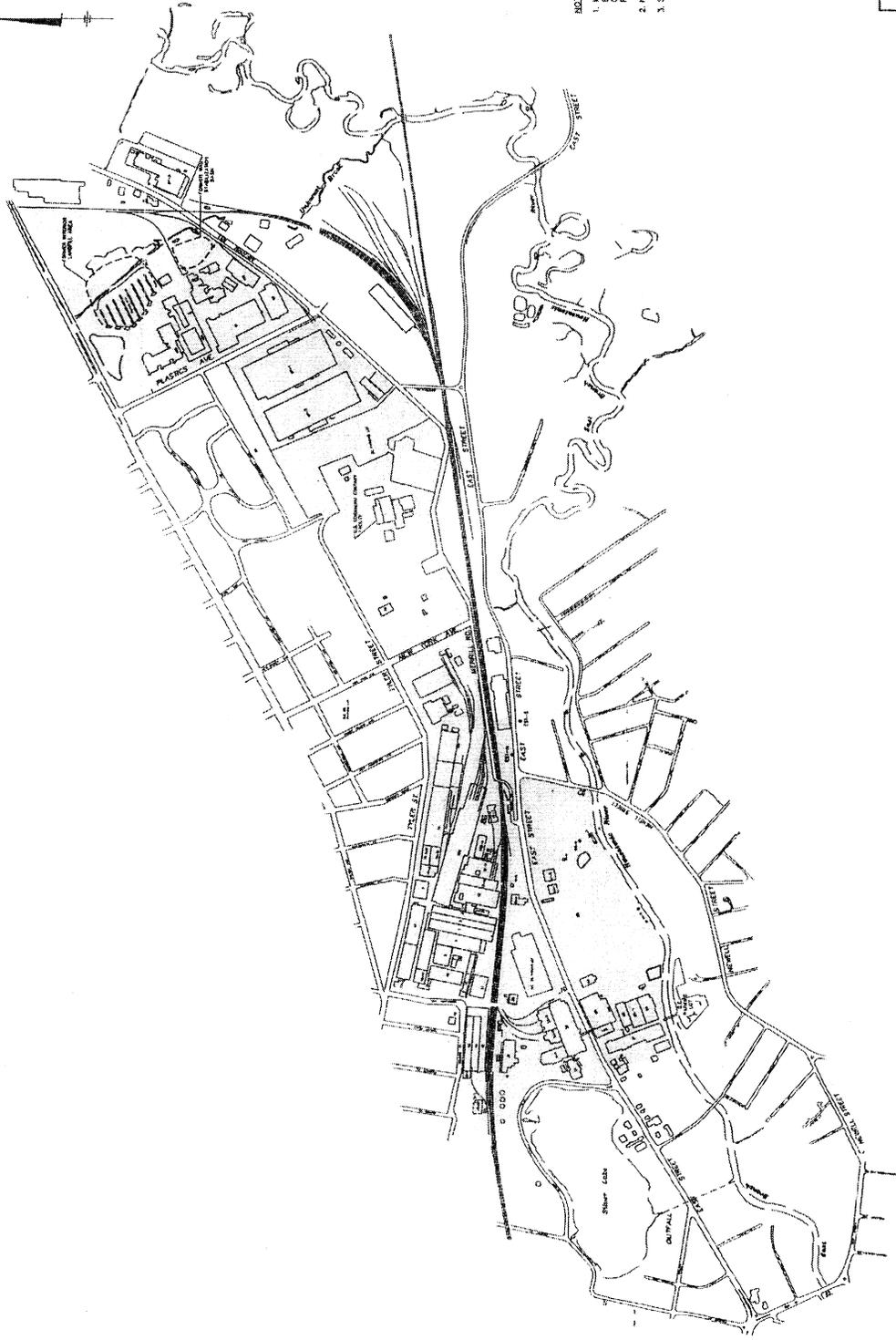


EXHIBIT 1, PART 2 OF 2



LEGEND
GE FACILITY

NOTES:

1. MAPPING IS BASED ON AERIAL PHOTOGRAPHS AND PHOTOGRAMMETRIC MAPPING BY LOCKWOOD MAPPING, INC. - FLORHAM PARK, N.J. IN APRIL 1982. DATA PROVIDED BY P.C. CONSTRUCTION PLANS AND BLASLAND, BOUCK & LEE, INC.
2. NOT ALL PHYSICAL FEATURES SHOWN.
3. SITE BOUNDARIES/UNITS ARE APPROXIMATE.



GENERAL ELECTRIC COMPANY
PITTSFIELD, MASSACHUSETTS

GE FACILITY

BBL
BLASLAND, BOUCK & LEE, INC.
engineers & scientists

ATTACHMENT
A

1. DATE: 07/19/87, DRAWING NO: 87-0017
2. DRAWN BY: J. J. O'NEILL
3. CHECKED BY: J. J. O'NEILL
4. APPROVED BY: J. J. O'NEILL
5. DATE: 07/19/87

ATTACHMENT B

COMPLIANCE SCHEDULE	
Permit Requirement	Schedule
Revised RFI Report	Within 90 days of receipt of notification from EPA that EPA has provided to the Permittee all data which EPA seeks to have included in the RFI Report and that the Permittee should proceed to prepare that Report (which notification will be given no earlier than October 1, 1999), or within such other period after such notification as is proposed by the Permittee and approved by EPA.
IMPG Proposal	Within 90 days of EPA's approval, conditional approval, or modification of the revised RFI Report, or EPA's determination of the completion of the peer review processes for EPA's human health and ecological risk assessments, whichever is latest
CMS Proposal	Within 90 days of EPA's approval, conditional approval, or modification of the proposed IMPGs, or EPA's determination of the completion of the peer review processes on validation of EPA's model and GE's receipt of the model (equations and results) from EPA, whichever is latest
CMS Report	Within 180 days of EPA's approval, conditional approval, or modification of the CMS Proposal, or pursuant to an alternative schedule in the approved, conditionally approved or modified CMS Proposal

ATTACHMENT C

DATA EXCHANGE AGREEMENT FOR HOUSATONIC RIVER WATERSHED

This Data Exchange Agreement is entered into by and between the General Electric Company ("GE") and the United States Environmental Protection Agency, Region I ("EPA") with respect to the exchange of data collected by these parties relating to the Housatonic River and its floodplain and tributaries ("Housatonic River watershed").

WHEREAS GE has collected a large amount of sampling and other data on the Housatonic River watershed, including data on sediments, surface waters, floodplain soils, biota, and other media, over the past 20 years;

WHEREAS EPA has also collected sampling and other data on the Housatonic River watershed, including data on the same media described above, since 1998;

WHEREAS GE, EPA, and other governmental entities have executed and intend to lodge in the United States District Court for the District of Massachusetts in United States et al. v. General Electric Company a Consent Decree ("Consent Decree") that embodies an agreement among the parties to address releases of polychlorinated biphenyls ("PCBs") and other hazardous substances from GE's facility in Pittsfield, Massachusetts, including, but not limited to, releases to the Housatonic River watershed;

WHEREAS the Consent Decree provides that, prior its entry by the Court, EPA will issue a permit to GE under the corrective action provisions of the Resource Conservation and Recovery Act ("RCRA"), which permit (referred to the Consent Decree as the "Reissued RCRA Permit") will become effective upon entry of the Consent Decree and will govern the conduct of

certain studies relating to, and the selection of a remedial action for, the Rest of the River (as defined in the Consent Decree);

WHEREAS, pursuant to the Consent Decree and the Reissued RCRA Permit, GE will develop and submit to EPA a RCRA Facility Investigation ("RFI") Report on the Rest of the River (as defined in the Consent Decree) to compile all relevant data on that area;

WHEREAS, in accordance with the Consent Decree, EPA is developing a quantitative model of the river hydrodynamics, sediment transport, PCB fate and transport, and PCB bioaccumulation in the Rest of the River (as defined in the Consent Decree) as a tool for evaluating potential remedial actions for that area;

WHEREAS this model will require calibration and validation using Housatonic River watershed data;

WHEREAS, in accordance with the Consent Decree, EPA will also conduct human health and ecological risk assessments for the Rest of the River;

WHEREAS these risk assessments will require use of data collected by GE and EPA in the Housatonic River watershed;

WHEREAS GE and EPA have determined that the preparation of the RFI Report, the modeling, and the risk assessment efforts, as well as the dialogue in the technical working groups, would be aided greatly by a timely and efficient exchange between GE and EPA of data from the Housatonic River watershed;

NOW, THEREFORE, GE and EPA hereby agree as follows:

CONTENTS OF DATABASES

1. GE, through its contractor Blasland, Bouck & Lee, Inc. ("BB&L"), shall maintain a database referred to as the "GE Database." That database shall include all data collected from the Housatonic River watershed from 1980-97, including (but not limited to) all PCB sampling data, that are in the possession or control of GE or its contractors, except as otherwise agreed between GE and EPA pursuant to Paragraph 4 below. This database shall also include all data collected from the Housatonic River watershed by GE and its contractors, or from split samples obtained by GE or its contractors from EPA and its contractors, from 1998 through the termination of this Agreement, except as otherwise agreed between GE and EPA pursuant to Paragraph 4 below.
2. EPA, through its contractor Roy F. Weston, Inc. ("Weston"), shall maintain a database referred to as the "EPA Database." That database shall include all data collected by EPA and its contractors from the Housatonic River watershed, including (but not limited to) all PCB sampling data, from 1998 through the termination of this Agreement, except as otherwise agreed between GE and EPA pursuant to Paragraph 4 below.

RESPONSIBILITIES FOR DATABASES

3. GE and BB&L will be responsible for the development and maintenance of the GE Database. EPA and Weston will be responsible for the development and maintenance of the EPA Database. The responsibilities for each database shall include (a) entering the existing data into each database with a structure, content, and procedures to be agreed upon between the parties hereto, as specified in Paragraph 4 below; (b) adding data

collected after the date of this Agreement to each database; (c) making and documenting corrections to each database, as specified in Paragraph 8 below; and (d) routinely delivering the updated data files to the other party, as specified in Paragraphs 5-6 below.

EXCHANGE OF DATA FILES

4. Within 30 days after the effective date of this Agreement, representatives of GE and EPA shall meet and agree upon the structure, content, procedures, and schedule for the exchange of the data files from the GE Database and the EPA Database.
5. GE and EPA will exchange the data files for which they are responsible as follows. Both GE and EPA will deliver the data files for which they are responsible to the representatives of the other party, as listed in Paragraph 9 below. The delivery shall be made electronically as a CD-ROM deliverable to each of the representatives of the other party listed in Paragraph 9 below. The electronic transmittal will include the date of the transmittal. For example, transmittals of both databases on July 1, 1999, would be labeled 070199.ge.hr.dbase and 070199.usepa.hr.dbase
6. After the first electronic exchange of data files (as specified in Paragraph 5 above), the parties shall exchange new or corrected data on a monthly basis or other schedule agreed to pursuant to Paragraph 4 above. Specifically, during the first week of every month (or other period agreed to by the parties) in which new data have been entered, or corrections to a database have been made, the party responsible for that database shall transmit the data files to the representatives of the other party listed in Paragraph 9 below. The letter transmitting the data files shall document all corrections and additions to the database since the last time it was transmitted to the other party. The electronic transmittal shall

include the date of the transmittal (e.g., 070199.ge.hr.dbase and 070199.usepa.hr.dbase) in order to identify the timing of the updated information and to avoid confusion regarding which version of each database is the most current.

MISCELLANEOUS PROVISIONS

7. During the time period of this Agreement, preliminary data may be included in the databases prior to being subjected to full quality assurance/quality control protocols. Such preliminary data that are included in the electronic exchange of data files shall be appropriately annotated in the data files in accordance with the agreement reached pursuant to Paragraph 4 above.
8. The parties acknowledge that databases of the size of the GE Database and the EPA Database will invariably contain errors and omissions resulting from the data transcription process. When either party identifies any error or omission in the database, that party shall communicate the error or omission by e-mail to the database managers at BB&L and at Weston, as specified in Paragraph 10 below. Such party shall also communicate the error or omission by e-mail to the representatives of both parties, as listed in Paragraph 9 below. Corrective action shall be implemented in accordance with the procedures agreed to pursuant to Paragraph 4 above.
9. The representative of GE to whom database information shall be sent electronically by EPA shall be as follows:

<u>Name</u>	<u>E-Mail Address</u>
Mark Hattersly (BB&L)	MDH@BBL-Inc.com

The representative of EPA to whom database information shall be sent electronically by GE shall be as follows:

<u>Name</u>	<u>E-Mail Address</u>
Richard McGrath (Weston)	McGrathr@mail.rfweston.com

The parties may add or delete names from these lists upon reasonable notice to each other pursuant to Paragraph 12 below.

10. The manager of the GE Database shall be Mark Hattersly, BB&L. The manager of the EPA Database shall be Richard McGrath, Weston. The parties shall give reasonable notice to each other, pursuant to Paragraph 12, of any change in the identity of these database managers.
11. This Agreement shall be effective on the date that the Consent Decree is lodged in the United States District Court. The Agreement shall terminate upon the date that EPA issues a final modification of the Reissued RCRA Permit (as defined in the Consent Decree) to select the Rest of the River Remedial Action (as defined in the Consent Decree). The parties may, however, agree to extend this Agreement beyond that termination date through a written extension of this Agreement.

12. Notices to GE under this Agreement shall be delivered by first-class mail to:

Andrew T. Silfer, P.E.
Remediation Project Manager
General Electric Company
Corporate Environmental Programs
100 Woodlawn Avenue
Pittsfield, Massachusetts 01201

Notices to EPA under this Agreement shall be delivered by first-class mail to:

Susan C. Svirsky
United States Environmental Protection Agency
Region I
One Congress Street
Boston, Massachusetts 02114

Executed this 15 day of September, 1999.

THE GENERAL ELECTRIC COMPANY

By: Michael T. Carroll
Michael T. Carroll
Manager, Pittsfield Remediation Programs
Corporate Environmental Programs

UNITED STATES ENVIRONMENTAL PROTECTION
AGENCY, REGION I

By: Patricia L. Meaney
Patricia L. Meaney
Director, Office of Site Remediation and Restoration
Region I