UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter Of:	)	
	)	CONSENT AGREEMENT
Lockheed Martin Corporation	)	AND FINAL ORDER
Akron, Ohio 44315,	)	
	)	Docket No. TSCA-05- 2005 0016
Respondent.	)	

CONSENT AGREEMENT

The parties agree that settlement of this action without further delay is in their interest and in the public interest, and having consented to the entry of this Consent Agreement and the attached Final Order before taking testimony and without any adjudication of any issues of law or fact herein, Respondent agrees to comply with the terms of this Consent Agreement and the attached Final Order.

I. Preliminary Statements

1. This administrative proceeding is initiated pursuant to Section 16(a) of the Toxic Substances Control Act (TSCA), as amended, 15 U.S.C. § 2615(a), regulations promulgated thereunder at 40 C.F.R. Part 761 and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22.

2. Complainant is, by lawful delegation, the Chief of the Pesticides and Toxics Branch, Waste, Pesticides and Toxics Division, United States Environmental Protection Agency (U.S. EPA), Region 5, and is authorized to institute and settle civil administrative actions brought pursuant to Section 16(a) of TSCA.

3. Respondent is Lockheed Martin Corporation (Lockheed Martin or Respondent), which is and was at all times relevant to this civil administrative action, a corporation operating

under the laws of the State of Maryland, with a place of business located at 1210 Massillon Road, Akron, Ohio 44315.

II. Jurisdiction/Waiver of Right to Hearing

4. The Consolidated Rules provide that where the parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and attached Final Order. 40 C.F.R. § 22.13(b).

5. Respondent agrees not to contest U.S. EPA's jurisdiction with respect to the execution of this Consent Agreement, issuance of the attached Final Order, or the enforcement thereof. 40 C.F.R. § 22.18(b)(2).

6. For purposes of this Consent Agreement and the enforcement thereof, Respondent hereby waives its right to request a judicial or administrative hearing on any issue of law or fact set forth in this Consent Agreement. Respondent waives its right to appeal the proposed Final Order accompanying this Consent Agreement. 40 C.F.R. § 22.18(b)(2).

III. Alleged Violations

A. Background

7. Respondent is the owner and operator of a facility located at 1210 Massillon Road, Akron, Ohio 44315, that consists of a parcel of land and buildings, including an Airdock, which is known as the Akron Airdock (Airdock Facility).

8. The Airdock at the Airdock Facility (Airdock) was constructed in 1929 by the Goodyear Zeppelin Corporation to manufacture airships for the U.S. Navy. It is a Quonset hut-shaped building, approximately 1,175 feet long, 325 feet wide and 211 feet at its highest point, with two 600 ton doors at either end that allow airships entry and exit.

9. Goodyear owned the Airdock Facility until 1987, when it sold the Airdock Facility to Loral Corporation. Loral Corporation merged with Lockheed Martin on or about June 30, 1997. Respondent has owned the Airdock Facility continuously from that date through the present.

10. In early December 2003, Respondent notified Tony Martig of U.S. EPA, Region 5, that it had discovered that the Airdock is constructed with roofing and siding material composed of Robertson Protected Metal (RPM) and that the material contains nonliquid polychlorinated biphenyls (PCBs) at a concentration of between 30,000 and 50,000 parts per million (ppm).

11. Respondent also reported that the Airdock contains non-liquid PCB contamination in the concrete and dust inside the Airdock, and in the soil and catch basin sediment on the property, just outside the Airdock proper.

12. In December 2003, Respondent was using the Airdock for equipment storage and was leasing, and continues to lease, part of the Airdock to an independent company, Aircraft Braking Systems Corporation (ABSC), which manufactures aircraft braking components. However, recently Respondent has removed its equipment stored in the Airdock and is in the process of moving out ABSC.

13. When Lockheed Martin discovered the non-liquid PCBs in 2003, it took a number of actions, including notifying its own employees and its tenant, ABSC, conducting a variety of interim cleanup measures, and initiating additional investigations of possible interior and exterior contamination. Lockheed Martin has continued internal cleanup work and regularly provided U.S. EPA with monitoring data in 2004 and 2005 pursuant to a risk-based alternative cleanup approval granted by EPA under 40 C.F.R. § 761.61(c), Approval to Decontaminate Moveable

Equipment and Flooring (June 24, 2004) ("TSCA Approval") (Attachment 1). Lockheed Martin has also been investigating long-term remedial measures for the inside and outside of the building. Lockheed Martin is now working with U.S. EPA to provide the data necessary to secure additional cleanup approvals under TSCA.

B. General Allegations

14. The PCB Disposal and Marking regulations were lawfully promulgated pursuant to Section 6 of TSCA, 15 U.S.C. § 2605, on February 17, 1978 (43 Fed. Reg. 7150). The PCB Manufacturing, Processing, Distribution in Commerce and Use Regulations (PCB rule) were lawfully promulgated on May 31, 1979 (44 Fed. Reg. 31514) and incorporated the disposal and marking regulations. The PCB rule was subsequently amended and partially recodified at 40 C.F.R. Part 761.

15. The RPM in Respondent's Airdock is not a "PCB Container" as defined at 40 C.F.R. § 761.3 because it is not a package, can, bottle, bag, barrel, drum, tank or other device that contains PCBs or PCB Articles and whose surface(s) has been in direct contact with PCBs.

16. The RPM in Respondent's Airdock is a "PCB Article" as defined at 40 C.F.R. § 761.3 because it is a manufactured article, other than a PCB Container, that contains PCBs and whose surface(s) has been in direct contact with PCBs.

17. The RPM in Respondent's Airdock is a "PCB Item" as defined at 40 C.F.R. § 761.3 because it is a PCB Article that deliberately or unintentionally contains or has as a part of it any PCB or PCBs.

18. Respondent disclosed to U.S. EPA that RPM siding material containing non-liquid PCBs has been released in the Airdock. Initial data provided to U.S. EPA by Lockheed

Martin, prior to cleanup activities conducted by Lockheed Martin, revealed the following levels of PCB contamination:

a. the dust inside the Airdock at levels between 15 and 790 parts per million (ppm) PCBs;

b. the concrete floor inside the Airdock at levels between 4 and 140 micrograms PCBs per 100 square centimeters of floor space, and:

c. the soil and catch basin sediments adjacent to and around the Airdock at levels between 9 and 9,300 ppm PCBs.

19. Respondent is not using the RPM in a "totally enclosed manner" as defined at 40 C.F.R. § 761.3 because the RPM is not being used in a manner that will ensure no exposure of human beings or the environment to any concentration of PCBs.

Count 1 - Unauthorized Use of PCBs

20. The General Allegations above are incorporated by reference as though set forth here in full.

21. 40 C.F.R. § 761.20(a) provides that no person may use any PCB, or any PCB Item regardless of concentration, in any manner other than in a totally enclosed manner within the United States unless authorized under § 761.30.

22. Respondent is not authorized to use the RPM in its Airdock under 40 C.F.R. § 761.30.

23. Respondent has used the RPM in the Airdock continuously from approximately June 30, 1997 to the present.

24. Respondent's use of RPM in its Airdock from approximately June 30, 1997 to the present constitutes, for each day, a violation of 40 C.F.R. § 761.20(a) and is unlawful under Section 15 of TSCA, 15 U.S.C. § 2614.

Count 2 - Unauthorized Disposal of PCBs

25. The General Allegations above are incorporated by reference as though set forth here in full.

26. 40 C.F.R. § 761.50(b)(3)(ii) provides that any person responsible for PCB waste at concentrations greater than or equal to 50 ppm that was spilled or otherwise released into the environment on or after July 2, 1979, must dispose of it in accordance with the PCB Spill Cleanup Policy at subpart G or in accordance with § 761.61.

27. The definition of "PCB remediation waste" at 40 C.F.R. § 761.3 includes, among other things, materials which are currently at any concentration if the PCBs are spilled or released from a source not authorized for use under Part 761.

28. Soils and surfaces inside and outside the Airdock have become contaminated with dust, particles or pieces of RPM containing non-liquid PCBs at concentrations between 4 and 9,300 ppm, which were released from the RPM in the Airdock.

29. RPM is not authorized for use under 40 C.F.R. Part 761.

30. The PCB Spill Cleanup Policy does not apply to Respondent's PCB remediation waste at the Airdock; therefore, Respondent must use the cleanup and disposal procedures specified at 40 C.F.R. § 761.61 to cleanup the soils and surfaces identified in Paragraph 28, above.

31. Respondent has not completed the clean up of PCB remediation waste identified in Paragraph 28, above, in accordance with the cleanup procedures of 40 C.F.R. § 761.61.

32. Respondent's failure to properly dispose of PCB remediation waste in accordance with 40 C.F.R. § 761.50(b)(3)(ii) from June 30, 1997 to the present is unlawful under Section 15 of TSCA, 15 U.S.C. § 2614.

IV. Settlement of Claims/Reservation of Rights

33. Complainant and Respondent, having sought to informally settle this matter, have agreed to the terms of this Consent Agreement in order to resolve this action without trial or other litigation. 40 C.F.R. § 22.18 (b) and (c).

34. Respondent neither admits nor denies the factual allegations contained in this Consent Agreement, 40 C.F.R. § 22.18 (b), and nothing herein shall be construed as an admission of liability by Respondent.

35. The terms of this Consent Agreement and attached Final Order constitute a settlement by Complainant for all claims for civil penalties pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for the alleged violations of TSCA specified in Section III of this Consent Agreement.

Except as it relates to those matters resolved by this Consent Agreement and attached Final Order:

36. Compliance with this Consent Agreement and attached Final Order shall not be a defense to any other actions commenced pursuant to Federal, state and local environmental laws and it is the responsibility of Respondent to comply with all applicable provisions of TSCA and any other federal, state or local laws and regulations.

37. Nothing in this Consent Agreement and attached Final Order is intended to nor shall be construed to operate in any way to resolve any criminal liability.

38. Complainant hereby reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, including the right to require that Respondent perform tasks in addition to those required by this Consent Agreement at Section V and attached Final Order. This Consent Agreement and attached Final Order shall not be construed as a covenant not to sue, release, waiver or limitation of any rights, remedies, powers or authorities, which Complainant has under TSCA or any other statutory, regulatory or common law enforcement authority of the United States.

39. Respondent reserves all rights it may have under Federal, state or local statute, regulation or common law, except those rights they have expressly waived under Paragraphs 5 and 6 of this Consent Agreement and attached Final Order.

40. The entry of this Consent Agreement and attached Final Order and Respondent's consent to comply shall not limit or otherwise preclude Complainant from taking additional enforcement action should Complainant determine that such actions are warranted, except as it relates to those matters resolved by this Consent Agreement and attached Final Order.

41. This Consent Agreement and attached Final Order is not intended to be nor shall it be construed as a permit. This Consent Agreement and attached Final Order does not relieve Respondent of any obligation to obtain and comply with any Federal, state or local permits.

42. Nothing in this Consent Agreement and attached Final Order shall constitute or be construed as a release from any other claim, cause of action or demand in law or equity by or against any person, firm, partnership, entity or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Airdock.

43. Each party to this Consent Agreement and attached Final Order shall bear its own costs and attorneys' fees in the action resolved by this Consent Agreement and attached Final Order.

44. The headings in this Consent Agreement and attached Final Order are for convenience of reference only and shall not affect interpretation of this Consent Agreement and attached Final Order.

45. This Consent Agreement and attached Final Order constitutes the entire agreement between Complainant and Respondent.

V. Conditional Use of the Airdock Under This Consent Agreement

A. General

46. Respondent has contracted with, and expects to be asked to contract with, various governmental defense agencies, both domestically and internationally, to test and evaluate low altitude aerostats and to manufacture high altitude airships (HAA) at Respondent's Airdock. In addition, the Airdock is currently being used to manufacture aircraft braking systems by ABSC. As an initial matter, Respondent intends to perform the testing and evaluation of aerostats at its Airdock and to cease the operation of ABSC on-site no later than 24 months from the date of this agreement. This Consent Agreement and attached Final Order prescribes the limited manner in which Respondent may use the Airdock to conduct aerostat testing and short term operation of ABSC's manufacture of aircraft braking systems. Accordingly, Complainant has determined that activities in the Airdock related to the aerostats must be conducted in accordance with the following conditions. These conditions are established to ensure there is no unreasonable risk to any personnel in the Airdock during the use of the Airdock for testing aerostats or for ABSC's

operations. This Consent Agreement and Attached Final Order does not require site assessment, removal or remedial activities under TSCA.

47. U.S. EPA has determined that there will be no unreasonable risk to any personnel in the Airdock during these activities, based on the following:

a. The results of air sampling data submitted prior to and in accordance with the TSCA Approval.

b. The floor and moveable equipment within the Airdock will continue to be cleaned in accordance with the TSCA Approval, which includes a condition for floor areas to be vacuumed once every 10 working days or covered with plastic sheeting, and a condition for personnel conducting cleaning activities to wear personal protective equipment (PPE).

c. The use of the Airdock is limited to specific activities, public access is restricted, and the amount of time any person spends in the open internal space of the Airdock is limited.

d. The additional conditions below will limit exposure further, and generate data and information that is needed for any determination by U.S. EPA for a longer or different use of the Airdock.

48. The conditions in paragraphs 49 through 68 may be amended by written agreement between the Chief of the U.S. EPA, Region 5, Pesticides and Toxics Branch and Respondent under the authority of this Consent Agreement upon receipt and consideration of additional information. Such amendments could address use of the Airdock to test more aerostats or frequency of monitoring.

B. Applicability

49. Respondent shall limit use of the Airdock to the following activities, which shall be conducted for no more than 24 months from the effective date of this Consent Agreement and attached Final Order:

a. Use of the Airdock for assembly and testing of a total of no more than four aerostats, as described in paragraph 56.

b. Use of the Airdock for current ABSC operation of manufacture of aircraft braking systems.

c. Use of the Airdock to inflate, proof pressure test and deflate an Aerostat bag on or about April 7 and 8, 2005, on an emergency basis to accommodate the United States Army's request to provide a temporary Aerostat bag until Lockheed Martin can ship a replacement Persistent Threat Detection System aerostat to Baghdad, Iraq.

50. The conditions in this Consent Agreement apply to the use of the Airdock and any areas that may be impacted by PCBs from the Airdock. The conditions do not apply to Respondent's use of facilities other than the Airdock located at Lockheed Martin's Akron, Ohio, plant.

C. Access to Inside of Airdock During Aerostat Tests and ABSC Operations

51. Access shall be limited to authorized personnel only.

52. Access to the catwalks within the Airdock shall be controlled and limited typically to (a) personnel planning or conducting cleaning in accordance with the existing and anticipated TSCA Approvals, and (b) personnel responsible for electrical/mechanical

maintenance. To implement this limitation, Respondent shall maintain the existing barrier that prevents access to the catwalks by unauthorized personnel.

53. The large doors on either end of the Airdock shall not be opened.

54. Testing of the Aerostats is limited to the South portion of the Airdock and ABSC operations are limited to the North portion.

55. No activities shall be conducted within the Airdock which will potentially create significant turbulence or disturbance of dust without 5 working day advance notice to Tony Martig as set forth in paragraph 63(d). U.S. EPA may agree to such activities after reviewing the notice for such activity. U.S. EPA may set conditions for PPE and monitoring during the activity under the authority of this Consent Agreement.

56. Aerostat tests will be limited to the staffing, occupancy, and activity descriptions in the Respondent's internal memorandum, dated October 15, 2004 (Attachment 2). If any of these features changes significantly, that is, by more than 50%, in short-term plans or in actual implementation, Respondent shall notify U.S. EPA. U.S. EPA may set other conditions for PPE or monitoring during the activity that constitutes such a significant change under the authority of this Consent Agreement.

57. Respondent will establish barriers, post signs and provide training and awareness materials (see paragraph 58) intended to prevent ABSC employees from coming into contact with any material, equipment, or supplies stored within the open area of the Airdock that has not yet been decontaminated in accordance with the TSCA Approval. Chain-linked gates will be used and locked to limit access to the catwalks and brightly colored snow fence will be used to designate equipment and material that has yet to be decontaminated.

D. Health and Safety

58. Lockheed Martin shall provide notification about the conditions in the Airdock and any applicable work restrictions and safety measures to its employees and to any company or organization, including ABSC, whose employees may be performing work in the Airdock including, but not limited to, its contractors and subcontractors. The Lockheed Martin Plant A Contractor Safety Review and the Airdock PCB Awareness Briefing shall be used for this notification. Lockheed Martin intends to periodically update these documents, in consultation with Tony Martig.

59. Respondent must continue to comply with all applicable regulations requirements for health and safety administered by the Occupational Safety and Health Administration.

E. Monitoring During Aerostat Tests, ABSC Operations, and Cleaning

60. The following monitoring requirements are based on "worker-shifts." A "worker-shift" is defined for purposes of the Consent Agreement and attached Final Order as the activity of one worker during one 8 to 12 hour shift at the Airdock.

a. Indoor Air (stationary) Monitoring: Conduct stationary air sampling, as described in paragraph 62, during four entire worker-shifts during a representative set of activities for each aerostat (except for the emergency Aerostat bag described at paragraph 49 c., above, in which instance stationary air monitoring will take place only to the extent of those activities actually conducted, which may total less than four of the worker-shifts described hereafter). Of the four worker-shifts:

i. One entire worker-shift must be monitored during the unfolding, inflation or pressure testing phase.

ii. One entire worker-shift must be monitored during the lift-loss phase.

iii. Two entire worker-shifts must be monitored during the system integration or system testing phase.

b. The above-described monitoring conducted during the aerostat tests must be independent of and in addition to any monitoring conducted on the south portion of the Airdock during cleaning activities.

c. If the monitoring results for the first airship are non-detects or otherwise very low, as determined by Complainant, the monitoring requirements may be reduced by Complainant for the second and any future aerostats, and the stationary monitoring may be reduced to requiring sampling only during two entire worker-shifts at the periods of highest occupancy or activity in the Airdock. Conversely, if there are any findings over 1 $\mu g/m^3$, PPE, as described in paragraph 64, is required for anyone involved with the worker-shift activity that resulted in a finding over 1 $\mu g/m^3$ until the source of the exceedance is identified and remedied.

61. Monitoring During ABSC Operations ("Indoor Stationary Air Monitoring"): At least once per calendar month Respondent must conduct stationary monitoring on the north portion of the Airdock, where ABSC is operating. Any stationary monitoring on the north portion of the Airdock collected during floor cleaning, described in Section G. below, will satisfy this condition.

62. Sample Collection and Analysis: Indoor Air (stationary) Monitoring. All stationary air sampling required by this Consent Agreement and attached Final Order must be conducted, adapting NIOSH Method 5503 for medium- to high-volume use. Samplers shall run for at least one full shift during a representative day, unless sample results are too large, causing breakthrough. In particular, Respondent shall determine a sample volume by adjusting the flow rate and sampling time that will result in measurements in the operating range of the analytical instrument to be used. A medium-flow sampler is recommended in a large indoor setting, and is more appropriate than the personal sampler specified in NIOSH Method 5503. Sampling shall be repeated if breakthrough occurs, as NIOSH Method 5503 does not provide a means to dilute sample extracts for higher concentrations.

63. Reporting Results of Monitoring:

a. Respondent shall report the results of the indoor air monitoring, as required above for Aerostat work, every month. The Respondent must report the results of the indoor air monitoring as required above during ABSC operations every 90 days (Quarterly Report). The air monitoring results must include the sampling time, the flow rate, the volume of air sampled, any sample breakthrough, the final extract volume, the injection volume, and the operating parameters of the analytical instruments used. In addition, Respondent must report the location of the monitors, the type of activity being conducted during monitoring, and, for the indoor air monitoring for Aerostat work, the proximity of the monitors to the activity.

b. If any of the results of the stationary sampling, described above, show concentrations over 1 $\mu g/m^3$ for a given time and location, Respondent must promptly investigate the circumstances and implement any feasible changes in procedures or environmental controls to reduce the potential for exposure in those circumstances. Respondent must include a description of any findings above 1 $\mu g/m^3$ and the corrective actions taken in the Quarterly or monthly report as specified above.

c. Respondent must report any sampling events above 1 $\mu g/m^3$ for Aerostat work, if any, within 24 hours of receipt of the sampling results, by phone or electronic mail.

d. Respondent must submit its reports to Tony Martig, U.S. EPA, Region 5, mailstop DT-8J, 77 West Jackson Boulevard, Chicago, Illinois 60604. The reports of sampling events above 1 $\mu g/m^3$ should be reported to Mr. Martig by telephone at 312-353-2291 or by e-mail at martig.anton@epa.gov. Complainant may designate another contact; Complainant shall notify Respondent with in 7 working days if such designation occurs.

F. Personal Protection Equipment

64. During Aerostat testing, if there are any findings under Paragraph 60 that PCBs over 1 $\mu g/m^3$ are present in the air, the personnel involved in workshift activity that resulted in that finding shall wear a half-face air purifying respirator with HEPA filter (P-90) cartridges.

G. Surface Cleaning, Decontamination

65. The floor where the aerostats will be tested must be completely covered with plastic sheeting during the testing period; the plastic sheeting shall be removed within five days after testing is completed.

66. Floor areas must be vacuumed once every 10 working days unless they are covered with cleaned equipment, materials, or plastic sheeting.

67. Any plastic sheeting used to cover the floor, equipment, or materials, must be disposed of in accordance with the TSCA Approval when no longer used at the Airdock.

H. Schedule For Future Airdock Activities

68. Lockheed Martin shall submit the following plans and schedules to Tony Martig of EPA
Region V:

a. Plans and schedule for remediation of exterior of the Airdock and surrounding areas within 60 days after the effective date of this Consent Agreement and attached Final Order;

b. A schedule for Aerostat testing within 30 days after the effective date of this Consent Agreement and Final Order; and

c. A description of the options, including technical activities and schedules, that Respondent may implement at the Airdock 24 months after the effective date of this Agreement. These options shall be provided within 60 days after the effective date of this Consent Agreement and attached Final Order and shall include, at a minimum: assessing the of risk associated with implementing the HAA project under various conditions,

encapsulation of the interior of the siding material of the Airdock, and ceasing use of the Airdock.

VI. Penalty

69. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes the assessment of a civil penalty of up to $25,000 per day for each violation of a provision of Section 15 of TSCA, 15 U.S.C. § 2614. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, as promulgated in 40 C.F.R. Part 19, provides for an enhancement of ten percent, or $27,500 per day of noncompliance for each violation of TSCA occurring between January 30, 1997 and March 15, 2004; for violations occurring after March 16, 2004, the maximum per day penalty is $32,500 (52 FR 7121). The civil penalty proposed in this civil administrative action has been determined in accordance with the statutory penalty criteria of TSCA, set forth at Section 16(a)(2)(B), 15 U.S.C. § 2615(a)(2)(B), which provides that the Administrator shall consider the nature, circumstances, extent, and gravity of the violations alleged, as well as Respondent's ability to pay, effect on ability to continue in business, history of prior such violations of TSCA, and degree of culpability, and such other matters as justice may require. Along with the statutory criteria, Complainant has used the "Guidelines for Assessment of Civil Penalties Under Section 16 of the Toxic Substances Control Act," 45 Fed. Reg. 59770 (September 10, 1980) and the "Polychlorinated Biphenyls Penalty Policy," dated April 9, 1990 in analyzing the facts of this case to arrive at a proposed civil penalty. Based on the facts presented above, and Respondent's self-disclosure of the violations, Complainant proposes that Respondent be assessed a civil penalty of $78,471 for the violations of Section 15 of TSCA, 15 U.S.C. § 2614, as alleged in Section III above:

Count 1

Unauthorized use of PCBs in a PCB Item $69,368
15 U.S.C. § 2614
40 C.F.R. § 761.20(c)

Count 2

Unauthorized Disposal of PCB Remediation Waste $9,103
15 U.S.C. § 2614
40 C.F.R. § 761.65(d)

Total Proposed Civil Penalty $78,471

70. Consistent with the provisions of the PCB Penalty Policy, Complainant has further adjusted the penalty downward $ 11,771for "Attitude" during settlement discussions. Accordingly, Complainant agrees to mitigate the proposed civil penalty from $78,471 to $66,700.

71. Respondent agrees to pay the civil penalty of $66,700.

72. Respondent shall pay this penalty by certified or cashiers' check, payable to "Treasurer, the United States of America," and remit to:

U.S. Environmental Protection Agency, Region 5
P.O. Box 70753
Chicago, Illinois 60673

73. Respondent shall provide a transmittal letter, stating Respondent's name, complete address, the case docket number and the billing document number with the payment. Respondent must write the case docket number and the billing document number on the face of the check. U.S. EPA will list the billing document number in a cover letter to this Consent Agreement and attached Final Order which it will send to Respondent at the time it sends the fully executed Consent Agreement and attached Final Order to Respondent.

74. Respondent must also provide copies of the check and the transmittal letter to:

Regional Hearing Clerk (E-19J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Thomas Crosetto (DT-8J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Susan Perdomo (C-14J)
Associate Regional Counsel
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

75. Respondent shall pay interest that accrues on any amount overdue under the terms of this Consent Agreement and attached Final Order at the rate established by the Secretary of the Treasury, pursuant to 31 U.S.C. § 3717. Respondent shall pay a late payment handling charge of $15.00, which will be imposed after 30 days, with an additional charge of $15.00 for each subsequent 30-day period over which an unpaid balance remains. In addition, Respondent shall pay a five percent per annum penalty assessed on any principal amount not paid within 90 days of the date of this Final Order signed by the Regional Administrator.

76. Respondent shall not deduct any penalty payment made pursuant to the provisions of this Consent Agreement and attached Final Order under any Federal, state or local tax law.

77. Respondent's failure to comply with the provisions of Paragraphs 71, 72 and 75, above, and Paragraph 80, below, shall result in referral of this matter to the United States Department of Justice for collection. In such an action, the validity, amount and appropriateness of such penalty shall not be subject to review. Section 16(4) of TSCA, 15 U.S.C. § 2615(4).

VII. Stipulated Penalties

78. If Respondent fails to comply with any requirement of the Consent Agreement and attached Final Order, excluding the requirements under Section VII (Penalty), Complainant may impose stipulated penalties as follows:

a. Reports of Monitoring Results. For failure to submit to Complainant in a timely manner the results and reports required under Paragraphs 63(a) through (d) inclusive, above, Respondent shall pay:

	Period of Noncompliance	Penalty per day
i.	Days 1-15 of noncompliance	$500
ii.	Days 16-30 of noncompliance	$1,000
iii.	Each day after day 30	$5,000

b. All other CAFO Requirements: For any other failure to comply with the requirements of Paragraphs 49 through 62, inclusive, above, and Paragraphs 64 through 68, inclusive, above, Respondent shall pay:

	Period of Noncompliance	Penalty per day
i.	Days 1-15 of noncompliance	$2,500
ii.	Days 16-30 of noncompliance	$5,000
iii.	Each day after day 30	$10,000

79. All penalties shall begin to accrue on the date that performance is due or a violation occurs, and shall continue to accrue through the final day of correction of the non-compliance.

80. Respondent shall pay stipulated penalties in the amounts set forth in this Section upon demand by the Complainant if Respondent fails to comply with the requirements of the

Consent Agreement specified above. All penalties owed to Complainant under this Section VII (stipulated penalties) shall be due within thirty (30) days of receipt of a demand letter from Complainant. Interest at the current rate published by the United States Treasury, as described at 40 C.F.R. § 13.11, shall begin to accrue on the unpaid balance at the end of the thirty-day period.

81. All penalties (civil and stipulated) shall be made payable by certified or cashier's check to "Treasurer, the United States of America," and shall be remitted to:

U.S. Environmental Protection Agency, Region 5
P.O. Box 70753
Chicago, Illinois 60673

82. Respondent shall provide a transmittal letter, stating Respondent's name, complete address and the case docket number with the payment. Respondent must write the case docket number on the face of the check.

83. Respondent must also provide copies of the check and the transmittal letter to:

Regional Hearing Clerk (E-19J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Thomas Crosetto (DT-8J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Susan Perdomo (C-14J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

84. The payment of stipulated penalties shall not alter in any way Respondent's obligation to complete the performance required hereunder.

85. Payment of stipulated civil penalties as set forth above shall be in addition to any other rights or remedies that may be available to the United States or its agencies by reason of Respondent's failure to comply with requirements of this Consent Agreement and attached Final Order, or all applicable federal, state or local laws, regulations and permits. The payment of such stipulated penalties shall not be construed to relieve Respondent from specific compliance with this Consent Agreement and attached Final Order, nor shall it limit Complainant's authority to require compliance with such laws.

VIII. Dispute Resolution

86. The dispute resolution provisions will not apply in the event of an imminent threat to human health or the environment as determined by Complainant. For all other disputes, the parties agree to use their best efforts to informally and in good faith resolve all disputes or differences of opinion relating to this Consent Agreement.

87. Any dispute that arises with respect to the meaning, application, implementation, amendment or modification of this Consent Agreement, or with respect to Respondent's compliance herewith or any delay hereunder, the resolution of which is not expressly provided for in this Consent Agreement, shall in the first instance be the subject of informal negotiations. If Respondent believes it has a dispute with Complainant, it shall orally notify Tony Martig at the address and phone number identified in Paragraph 63(d) of the matter(s) in dispute. Respondent's project coordinator and Tony Martig shall attempt to resolve the dispute informally. Such period of informal negotiations shall not exceed thirty (30) days from the date the notice was orally provided, unless the Parties agree otherwise. At the end of this time period, Tony Martig shall provide an informal written decision to Respondent's project coordinator.

88. If the informal negotiations are unsuccessful, Respondent may pursue the

matter by formally submitting objections to Complainant's counsel in writing. The written objection(s) must be sent to Complainant within twenty (20) calendar days of receipt of the communication from Tony Martig. The written objection shall describe the nature of the dispute and a proposal for its resolution.

89. The parties shall attempt to resolve Respondent's formal request for dispute resolution within thirty (30) days from the date Complainant receives Respondent's written notice. During this time period, Respondent may request to meet with the Director of the Waste, Pesticides and Toxics Division, Region 5 to discuss Respondent's dispute and/or objections.

90. Within thirty (30) days of the conclusion of formal discussions under Paragraph 89, the Director of the Waste, Pesticides and Toxics Division shall provide to Respondent in writing Complainant's decision of the pending dispute, which will constitute the Agency's final decision under the dispute resolution provisions of this Consent Agreement. The written decision shall be sent to Respondent by facsimile transmission and by certified mail.

91. Stipulated penalties with respect to any disputed matter (and interest thereon) shall accrue in accordance with Paragraphs 79 and 80; however, payment of stipulated penalties shall be stayed pending resolution of the dispute. When the dispute is resolved, either formally or informally, accrued penalties (and interest), if any, determined to be owing shall be paid within 60 days of receipt of Complainant's informal or formal position in writing.

92. Complainant and Respondent may, upon mutual written agreement, extend any of the time periods provided for in the dispute resolution process.

IX. Final Statement

93. Respondent consents to the issuance of the attached Final Order without further notice.

94. This executed Consent Agreement and attached Final Order shall become effective on the date that it is filed with the Regional Hearing Clerk.

95. The undersigned representatives of Complainant and Respondent hereby certify that he or she is fully authorized to enter in this Consent Agreement, to execute and to legally bind Complainant and Respondent to it on their behalf.

IN THE MATTER OF:
Lockheed Martin Corporation
Akron, Ohio 44315
Docket No.

The foregoing Consent Agreement is hereby stipulated, agreed and approved for entry.

For Respondent:

Jack C. Irving
Vice President & General Manager
Maritime Systems & Sensors - Akron
Lockheed Martin Corporation

Date 4/14/05

For Complainant:

Dale Meyer, Acting Chief
Pesticides and Toxics Branch
Waste, Pesticides and Toxics Division

Date 4/22/05

Margaret M. Guerriero, Director
Waste, Pesticides and Toxics Division

Date 5/2/05

.)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter Of:	)	
	)	CONSENT AGREEMENT
Lockheed Martin Corporation	)	AND FINAL ORDER
Akron, Ohio 44315,	)	
	)	Docket No. TSCA-05- 2005 0016
Respondent.	)	

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Order. Respondent is hereby ordered to comply with the terms of the above Consent Agreement effective immediately upon filing with the Regional Hearing Clerk.

for Bharat Mathur
Acting Regional Administrator
Region 5
United States Environmental Protection Agency

5/4/05
Date

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

REPLY TO THE ATTENTION OF
D-8J

JUN 2 4 2004

Norman A. Varney
Lockheed Martin Corporation
Electronics Systems Business Area
Environment, Safety and Health
P.O. Box 8048
Philadelphia, Pennsylvania 19101

Re: Approval to Decontaminate Moveable Equipment and Flooring
Lockheed Martin Akron Airdock, Akron, Ohio

Dear Mr. Varney:

The purpose of this letter is to convey the United States Environmental Protection Agency's (U.S. EPA) approval of the management of moveable equipment and the cleaning of the floor at the Lockheed Martin Corporation Akron Airdock (Airdock) located in Akron, Ohio. We are granting approval to sample, store, and release for unrestricted use, distribution in commerce, or disposal, moveable equipment contained in the Airdock and to decontaminate the Airdock floor in accordance with the terms and conditions in the enclosure to this letter. This approval is granted under 40 CFR § 761.61(c) of the Federal PCB regulations and is effective immediately.

Background

As you reported to my staff on December 22, 2003, non-liquid siding material at the Airdock contains >50 ppm PCBs. The moveable equipment and the floor in the Airdock that is contaminated with waste containing ≥50 ppm PCBs is a PCB remediation waste as defined under 40 CFR § 761.3. In accordance with the Federal PCB regulations at 40 CFR § 761.61(c), a Regional Administrator may approve the cleanup and sampling of PCB remediation waste using a method which does not pose an unreasonable risk of injury to health or the environment. The authority to approve such methods has been delegated to Division Directors. Based on the considerations noted below, we have determined that cleaning and decontaminating of certain moveable equipment and the floor in the Airdock, conducted in accordance with the conditions in the enclosure to this letter, does not present an unreasonable risk of injury to health or the environment.

This approval does not relieve you from complying with all other applicable Federal, state, and local regulations. In addition, this approval does not preclude the U.S. EPA from initiating an enforcement action, including seeking civil penalties, for violations of the Toxic Substances Control Act and the Federal PCB regulations.

In granting this approval, we have reviewed and considered the following:

1. The "Sampling and Release Protocol for Tools, Equipment, and Other Material ("Moveable Equipment") Contained in Akron Airdock Building" submitted by John Woodyard of Weston Solutions on January 9, 2004, on your behalf (enclosed).
2. The results of the cleanup verification sampling submitted by Mr. Woodyard on February 3, 2004, included analytical results for 115 samples taken from moveable equipment that had been cleaned. Of the 115 samples taken from the moveable equipment, all of the results were <5 $\mu g/100\ cm^2$, the maximum sample result was 4.2 $\mu g/100\ cm^2$, 93% were ≤2 $\mu g/100\ cm^2$, and 83% were <1 $\mu g/100\ cm^2$.
3. The decontamination standard for non-porous surfaces is ≤10 $\mu g/100\ cm^2$.
4. The surface contamination is the result of exposure to a solid material, dust containing non-liquid PCBs, and the dust is not likely to penetrate or pass into painted, plastic, metal, or concrete surfaces and should be effectively removed from such surfaces by vacuuming, cleaning with a solvent or detergent, steam cleaning, or pressure washing.
5. Moveable equipment for which we believe additional information is necessary to demonstrate that the equipment can be decontaminated will be disposed of as a PCB remediation waste, pending receipt of additional information and our acknowledgment that the equipment is decontaminated.
6. The results of the air sampling submitted by Mr. Woodyard in a letter dated March 10, 2004, included results of 43 air monitoring samples collected during various activities using NIOSH Method 5503. Of the 43 air samples, all of the samples were near, at, or below 1 $\mu g/m^3$. Thirty-six were <1 $\mu g/m^3$, three were non-detect at a detection limit of 2 $\mu g/m^3$, one was non-detect at a detection limit of 2.9 $\mu g/m^3$, and three were reported at 1.0, 1.2, and 1.5 $\mu g/m^3$.
7. The workers will wear air purifying respirators while decontaminating the moveable equipment, preparing the floor for resurfacing, and conducting activities where the air monitoring results noted in 6, above, were reported as ≥1 $\mu g/m^3$.

Continued Use and Ventilation Study

In addition, we have also considered that you will conduct a study of and report on the ventilation in the Airdock. On a representative day during operations, when decontamination activities take place for at least one 8-12 hour shift, you will estimate the ventilation in the Airdock by means of a tracer gas study or by measurements of air flow at each of the building openings. If the gravity ventilators are substantially equal in size and condition, air flow measurements can be taken at one and multiplied by the number of similar openings. This is a one-time study while the large doors on the ends of the Airdock are closed. A report will be submitted which lists, for each opening, the location, the dimensions, and the average air speed in and/or out of the opening; along with an aggregate estimate of ventilation in air changes per hour. The report will also include measurements of temperature, barometric pressure and relative humidity, both indoors and outdoors on the day of the study, and a description of the activities that took place in the Airdock on that day.

This approval is not to be considered an authorization of the continued use of the PCBs in the siding material. The use of non-liquid PCBs at ≥50 ppm is currently not authorized by the Federal PCB regulations. However, proposed amendments to the PCB regulations, published in the December 6, 1994 Federal Register (59 FR 62788), would have authorized the continued use of non-liquid PCBs under certain conditions. These amendments were never finalized. Instead, the U.S. EPA sought additional information on the potential risks of exposure to PCBs and on the use of non-liquid PCBs (64 Fed. Reg. 69358, December 10, 1999, and 65 Fed. Reg. 18018, April 6, 2000) and is considering the information submitted for a final rule on the use of non-liquid PCBs. We understand that you are conducting a risk assessment at the Airdock. We will consider the risk assessment in any action involving the continued use or disposal of the non-liquid PCBs in the siding material at the Airdock.

If you have any questions, please contact Tony Martig, of my staff, at (312) 353-2291.

Sincerely,

Willie A. Harris

for Margaret M. Guerriero, Director
Waste, Pesticides and Toxics Division

Enclosures

Approval Conditions for Sampling and Release of Moveable Equipment Contained in and Decontaminating the Floor of the Lockheed Martin Corporation Akron Airdock (Airdock)

Any moveable equipment contained in the Airdock and in contact with PCB-containing dust shall be cleaned, managed, and moved from the building in accordance with the following conditions.

Any of the following conditions may be amended by written agreement between U.S. EPA and Lockheed Martin upon receipt and consideration of additional information.

APPLICABILITY

1. This approval for cleaning, verification sampling, and release of moveable equipment is only applicable to the following categories of moveable equipment:
   - drums
   - painted metal
   - painted plastic
   - painted wood
   - plastic (unpainted)
   - rubber tires
   - industrial (non-office) equipment
   - masonry known to be used in low occupancy settings (see 40 CFR § 761.3 for a definition of low occupancy).

2. This approval for cleaning, verification sampling, and release of moveable equipment is not applicable to the following categories of moveable equipment:
   - cardboard boxes
   - unpainted wood
   - pallets
   - office equipment (ex. typewriter)
   - furniture with cloth (ex. chair)
   - masonry known to be used in high occupancy settings or whose use setting is unknown (see 40 CFR § 761.3 for a definition of high occupancy)

PERSONAL PROTECTION and MONITORING

3. All personnel actively participating in cleaning operations or sampling operations performed near active cleaning operations are required to wear at a minimum the following personal protective equipment (PPE):
   a. Disposable coveralls (i.e. Tyvek) including a hood
   b. Nitrile surgical gloves
   c. Booties
   d. Half-face air purifying respirator with HEPA filter (P-90) cartridges

4. All personnel actively participating in sampling operations are required to wear Nitrile surgical gloves.

5. During cleaning or decontamination of moveable equipment, the floor and other surfaces, monitor for PCB emissions, both in vapor phase and in particulate matter, and report the results, as follows:

   a. *Personal Exposure Monitoring.* Conduct personal periodic sampling, as specified in NIOSH Method 5503, for at least four worker-shifts per month, and no less than twelve worker-shifts over the duration of the cleanup. Ensure that worker-shifts sampled are representative of the different activities associated with the cleanup, such as equipment decontamination, floor cleaning, stair/catwalk cleaning, and preparing the floor for resurfacing. A *worker-shift* is defined as the cleanup activity of one worker during one 8- to 12-hour shift at the facility. As specified in NIOSH Method 5503 for low concentrations, operate the personal samplers at 1 L/min for the full shift in order to exceed the detection limit for this method.

   b. *Indoor Air Monitoring.* Conduct stationary air sampling, adapting NIOSH Method 5503 for medium- to high-volume use, in at least two locations near cleanup activities at least twice per month, and no less than six times for a total of twelve samples over the duration of the cleanup, and once for two additional samples shortly after cleanup activities end. Ensure that samplers run for at least one full shift during a representative day of cleanup activities, unless sample results are too large. In particular, determine a sample volume by adjusting the flow rate and sampling time that will result in measurements in the operating range of the analytical instrument to be used. For example, if the GC/MS unit has an operating range of 0.4 to 4.0 µg per sample, and recent test results are at or below 1.5 $\mu g/m^3$, sampling at 4.2 L/min for 8 hours will provide about 3 µg PCB in about 2 m^3 of air. A medium-flow sampler is recommended in a large indoor setting, and is more appropriate than the personal sampler specified in NIOSH Method 5503. Sampling must be repeated if breakthrough occurs, as NIOSH Method 5503 does not provide a means to dilute sample extracts for higher concentrations.

   c. If, during the course of the cleanup, results of the personal or stationary sampling from (a) and (b), above, show concentrations over 1 $\mu g/m^3$ for a given time and location, promptly investigate the circumstances and implement any feasible changes in procedures or environmental controls to reduce the potential for exposure in those circumstances. Include a description of any findings above 1 $\mu g/m^3$ and the corrective actions taken in the monthly report specified in (d), below.

d. *Reports for Monitoring*. Report the results of the personal exposure monitoring and the indoor air monitoring, as required above, monthly. The air monitoring results must include the sampling time, the flow rate, the volume of air sampled, any sample breakthrough, the final extract volume, the injection volume, and the operating parameters of the analytical instruments used. In addition, report the location of the monitors, the type of activity being conducted during monitoring, and the proximity of the monitors to the activity. Identify any sampling events above 1 $\mu g/m^3$, if any, and descriptions of any corrective actions associated with them. The reports should be submitted to Tony Martig, U.S. EPA, Region 5, 77 W. Jackson Blvd., DT-8J, Chicago, IL 60604.

CLEANING, DECONTAMINATION, and VERIFICATION SAMPLING of MOVEABLE EQUIPMENT

6. Vacuum or remove loose dust or debris from all surfaces of moveable equipment, including all exposed surfaces and side and bottom surfaces. Other means of removal may include detergent or solvent washing, steam cleaning, or pressure washing. Persons vacuuming or removing loose dust or debris must take necessary measures to protect against release of the loose dust or decontamination liquids from the decontamination area.

7. Perform wipe sampling on any cleaned moveable equipment to verify PCB contamination is ≤ 10 $\mu g/100$ cm^2. Follow the sampling methodology in Item 7 of the "Sampling and Release Protocol for Tools, Equipment, and Other Material ("Moveable Equipment") Contained in Akron Airdock Building" (enclosed).

8. Collect and composite the wipe samples in accordance with the following procedures. The sampling of the most exposed surfaces is to confirm the decontamination of each item of moveable equipment. The sampling of the side and bottom surfaces is to confirm the overall decontamination and verification sampling process and not to confirm the decontamination of individual or groups of items of moveable equipment.

Most exposed surfaces:

a. Each item of moveable equipment must have at least one wipe sample of the most exposed surface after cleaning.
b. Composite up to 5 individual wipe samples from the exposed surfaces of like materials on any cleaned moveable equipment.
c. Composite wipe samples must only be made up of individual wipe samples of moveable equipment within a single category of moveable equipment identified in Condition 1, above. For example, wipe samples of painted metal should only be composited with other wipe samples of painted metal.

Side and bottom surfaces:

a. One out of every 5 items of moveable equipment must have its bottom surface sampled.

b. One out of every 5 items of moveable equipment must have its side surface sampled.

c. Composite up to 5 individual wipe samples collected from the bottom and/or side surface of like materials on any cleaned moveable equipment.

d. Composite wipe samples must only be made up of individual wipe samples of moveable equipment within a single category of moveable equipment identified in Condition 1, above. For example, wipe samples of painted metal should only be composited with other wipe samples of painted metal.

9. If the results of all the wipe sampling are ≤ 10 µg/100 cm^2, the moveable equipment may be considered cleaned or decontaminated. (See also, Condition 13, below).

10. If the result of a composite wipe sample of the most exposed surfaces is >10 µg/100 cm^2, the moveable equipment represented by that sample must be recleaned and resampled until the sample results show that the moveable equipment is ≤ 10 µg/100 cm^2, or the moveable equipment must be disposed of as a PCB remediation waste.

11. If the result of a composite wipe sample of a bottom or side surface is >10 µg/100 cm^2, Lockheed Martin must, within 5 business days of receipt of the sample result, contact the U.S. EPA, Region 5, Toxics Program Section, at (312) 353-2291, for an evaluation of the cause of the sample result and a possible re-evaluation of the cleaning, decontamination, and sampling procedures.

12. Collect and analyze field blanks at a rate of 10% of the total samples of exposed surfaces. Follow the sampling methodology in Item 8 of the "Sampling and Release Protocol for Tools, Equipment, and Other Material ("Moveable Equipment") Contained in Akron Airdock Building."

STORAGE, MANAGEMENT and DISPOSAL of MOVEABLE EQUIPMENT and DECONTAMINATION WASTES

13. Cover cleaned items with plastic sheeting until they can be removed from the Airdock. The bottom surfaces of the cleaned items must also be protected after cleaning, for example by plastic sheeting or placement on a floor area known to be clean (See Condition 18, below.)

14. After receipt of sample results verifying PCB contamination ≤ 10 µg/100 cm^2, cleaned items may be removed from the Airdock. The moveable equipment identified in John Woodyard's electronic mail message of February 3, 2004 (inventory enclosed), that falls under the categories of moveable equipment identified in Condition 1, above, may be considered cleaned or decontaminated and removed from the Airdock.

15. Collect all dust, cleaning material, decontamination solutions and PPE in steel open head 55 gallon drums as follows:
    a. Collect dust separately as a solid. Dispose of the dust as a PCB bulk product waste in accordance with 40 CFR § 761.62.
    b. Collect PPE and solid cleaning material, e.g. wipes, as a solid. PPE and solid cleaning material may be disposed of in facility permitted, licensed, or registered by a state to manage municipal solid waste or non-hazardous non-municipal waste in accordance with 40 CFR § 761.61(a)(5)(v).
    c. Collect any solvent or detergent decontamination solutions as a liquid. Dispose of the liquids as PCB liquid waste in accordance with 40 CFR §§ 761.60(a) or 761.79(b) or (g).
    d. Label all containers of any PCB waste with PCB labels in accordance with 40 CFR §§ 761.40 and 761.45.

16. Collect vacuum hoses and contaminated items unable to fit in a 55 gallon drum in U.S. Department of Transportation approved Gaylord boxes or lined and covered roll-off containers and label as PCB waste with PCB labels in accordance with 40 CFR §§ 761.40 and 761.45.

17. Pending disposal, all waste deemed PCB waste pursuant to Conditions 15 and 16, above, may be stored in any area within the Airdock which has a concrete floor and is cordoned off or otherwise delineated and restricted. The storage area must be labeled with PCB labels in accordance with 40 CFR §§ 761.40 and 761.45 and inspected monthly for spills.

FLOOR DECONTAMINATION

18. Floor areas may be cleaned by vacuuming, shot-blasting, scarifying, and/or cleaning by a solvent or detergent and then verified as clean in accordance with the following sampling methodology.
    a. Collect samples of the floor using a grid spacing of 30 feet.
    b. The samples can either be all wipe samples or all core or bulk samples, however, if the samples are all wipe samples, collect core or bulk samples at every other grid sampling point, with the sample point for the next sample row or column being off-set by one grid point.
    c. The wipe samples should be collected following the sampling methodology in Item 7 of the "Sampling and Release Protocol for Tools, Equipment, and Other Material ("Moveable Equipment") Contained in Akron Airdock Building."
    d. The core or bulk samples should be collected at depths no deeper than 1.0 inch using a sampling area which will enable enough sample material to be collected for analysis.
    e. Neither the wipe nor the core or bulk samples should be composited.

f. If all of the wipe samples are ≤10 μg/100 cm^2 and all of the core or bulk samples are ≤1 ppm, the floor may be considered clean and can be used to store decontaminated moveable equipment.

g. If any of the wipe samples are >10 μg/100 cm^2 or any of the core or bulk samples are >1 ppm, the grid area represented by that sample must be recleaned and resampled until the sample results show that the area is clean.

19. The sampling methodology in (a), below, may be used in lieu of the methodology in Condition 18 to verify a floor area has been cleaned, but only after following the demonstration and comparison procedures in (b), below.

a. Potential alternative verification sampling procedure

i. Collect samples of the floor using a grid spacing of 25 feet.

ii. The samples can either be all wipe samples or all core or bulk samples, however, if the samples are all wipe samples, collect core or bulk samples at every other grid sampling point, with the sample point for the next sample row or column being off-set by one grid point.

iii. The wipe samples should be collected following the sampling methodology in Item 7 of the "Sampling and Release Protocol for Tools, Equipment, and Other Material ("Moveable Equipment") Contained in Akron Airdock Building."

iv. The core or bulk samples should be collected at depths no deeper than 1.0 inch using a sampling area which will enable enough sample material to be collected for analysis.

v. Up to 9 grab samples of neighboring grid points may be composited.

vi. If all of the composite wipe samples are ≤10 μg/100 cm^2 and all of the composited core or bulk samples are ≤1 ppm, the floor may be considered clean and can be used to store decontaminated moveable equipment.

vii. If any of the wipe samples are >10 μg/100 cm^2 or any of the core or bulk samples are >1 ppm, the grid area represented by that sample must be recleaned and resampled until the sample results show that the area is clean.

b. Demonstration and comparison of alternative verification sampling procedure

i. Mark off an area of approximately 90,000 ft^2 and divide it into four equivalent rectangles, each with an area of approximately 22,500 ft^2 and each as near a square as the building design allows.

ii. In two of the rectangles that are on opposite ends of the 90,000 ft^2 area, collect samples in accordance with Condition 19(a), above.

iii. In the other two rectangles (that should also be on opposite ends of the 90,000 ft^2 area), collect samples in accordance with Condition 18, above.

iv. Compare the results of the samples collected in accordance with Condition 19(a) with the results of the samples collected in accordance with

- Condition 18 (from Conditions 19(b)(ii) and 19(b)(iii), respectively, above). Only compare the results of the same type of samples, wipe or core samples.
    1. If the average and maximum of the results of the samples collected in accordance with Condition 19(a) are greater than or equal to the average and maximum results of the samples collected in accordance with Condition 18, then the alternative verification sampling procedure in Condition 19(a) may be applied for the remainder of the Airdock floor.
    2. If the average or maximum of the results of the samples collected in accordance with Condition 19(a) are less than the average or maximum of the results of the samples collected in accordance with Condition 18, then the verification sampling procedure in Condition 18 must be applied for the entire Airdock floor.

20. Floor areas considered clean must be vacuumed once every 10 working days unless they are covered with cleaned equipment, materials, or plastic sheeting.

SAMPLING AND RELEASE PROTOCOL FOR TOOLS, EQUIPMENT, AND OTHER MATERIAL ("MOVEABLE EQUIPMENT") CONTAINED IN AKRON AIR DOCK BUILDING

PCB Dust Contamination. Any moveable equipment contained in the Air Dock and in contact with PCB-containing dust may be cleaned and moved from the building if the following series of steps are followed:

1. All personnel actively participating in cleaning operations are required to wear at a **minimum** the following personal protective equipment (PPE);
    a. Disposable coveralls (i.e. Tyvek)
    b. Nitrile surgical gloves
    c. Booties
    d. Half-face air purifying respirator with HEPA filter (P-90) cartridges.
2. All personnel actively participating in sampling operations are required to wear at a **minimum** the following personal protective equipment (PPE);
    a. Nitrile surgical gloves
    b. Booties (optional)
3. Real-time aerosol monitors (RAMs) will be set up to provide information on concentrations of airborne particulates generated. Four TSI DUSTTRAK instruments that use light scattering technologies to provide total particle in air concentrations in milligrams per cubic meter (mg/m^3) or micrograms per cubic meter ($\mu g/m^3$) of air will be utilized to data log aerosol measurements. Aerosol data that was logged will be downloaded by the Calibration Technician from Lockheed Martin to a computer every two weeks. Data will then be transferred to the project Industrial Hygienist for review.
4. *During the cleaning operations*: In the event that the **alarm level** on the DUSTTRAK (set at 5 mg/m^3) is triggered, personnel involved with the cleaning will try to determine the cause of the increased airborne dust concentration and keep levels below the action level. In the event the **action level** on the DUSTTRAK (set at 10 mg/m^3) is triggered, cleaning activities will stop. Personnel will not resume cleaning activities until the alarm has stopped (i.e., when airborne dust levels fall back below the alarm level of 5 mg/m^3) and remedial measures have been implemented to minimize future elevated concentrations (reduced sweeping speed, use of hand-held equipment, etc.).
5. Vacuum loose dust or debris from all exposed surfaces using a HEPA vacuum.
6. Completely wipe all exposed surfaces with the detergent Simple Green. The Project Manager must approve use of any other detergent or solvent in advance.
7. Perform composite wipe sampling (up to 5 samples per composite from like materials) on any cleaned moveable equipment to verify PCB contamination is below 10 ug/100 cm^2. Follow the sampling methodology below:
    a. Locate your sampling site.
    b. With gloved hands, open the sterile gauze pack.

c. With other hand, position disposable sampling template (100 cm^2) over the sampling site.
d. Open the bottle of solvent (hexane) and add about 5 milliliters to the gauze. Be ready to perform the wiping procedure immediately, as the solvent will quickly evaporate from the gauze.
e. Hold the template in place with one hand. Apply the gauze with the other hand using moderate pressure. Wipe the marked area completely twice, from left to right and then from top to bottom.
f. Air-dry the gauze for one or two minutes.
g. Fold the dry gauze (sampled side inward) and place in a sample vial. All gauze for a single composite will be placed in the same vial.
h. Cap the sample vial.
i. Remove and discard the gloves and the disposable sampling template in accordance with Paragraph 11, below.
j. Label the vial and prepare all necessary forms and sampling logs for entry of sampling time, date, location, and other information describing the sampling at that particular site.
k. Fill out chain of custody forms and prepare the sample for storage and shipping.

8. Samplers must obtain field blanks of at least 5% of the total samples. Follow the sampling methodology below:
   a. With gloved hands, remove the sterile gauze from its pack and add about 5 milliliters of solvent to the gauze.
   b. Hold the saturated gauze the estimated time it took to perform normal wipe sampling.
   c. DO NOT apply the gauze to any surface.
   d. Allow the gauze to air dry for one or two minutes.
   e. Fold the dry gauze (sampled side inward) and place in a sample vial.
   f. Cap the sample vial.
   g. Remove and discard the gloves in accordance with Paragraph 11, below.
   h. Label the vial and prepare all necessary forms and sampling logs for entry of sampling time, date, location, and other information describing the sampling at that particular site.
   i. Fill out chain of custody forms and prepare the sample for storage and shipping.
9. Cover cleaned items with plastic sheeting until they can be removed from the Air Dock building.
10. Remove cleaned items from the Air Dock building and store or dispose elsewhere as appropriate, with Project Manager approval, after receipt of sample results verifying PCB contamination under 10 $\mu g/100\ cm^2$.
11. Collect all dust, cleaning material, decon solutions and PPE in steel open head 55 gallon drums as follows:
    a. Collect dust separately as a solid. Dispose as PCB solid waste.
    b. Collect PPE and solid cleaning material, e.g. wipes, as solid. Dispose as PCB solid waste, unless/until EPA approves less stringent disposal.

c. Collect any solvent/detergent decon solutions separately as liquid. Dispose as PCB liquid waste.
d. Label all PCB waste drums with PCB labels. Dispose of at Lockheed Martin Corporate approved TSCA/PCB disposal sites.

12. Collect vacuum hoses and contaminated items larger than can fit in a 55 gallon drum in USDOT approved Gaylord boxes and label as PCB waste.
13. Pending disposal, all waste deemed PCB waste pursuant to 11, above, must be stored in accordance with all applicable PCB storage requirements of 40 CFR 761.65.
    a. All waste noted in 11, above, shall be maintained in leak proof containers, which are inspected at least weekly.
    b. All waste containers noted in 11, above, shall remain in the air dock interior until such time that they are disposed.
    c. All waste containers noted in 11, above, shall be disposed within one year from the date the decision was made to classify the waste as PCB waste, at a Lockheed Martin Corporate Approved TSCA disposal site.

PCB Liquid Contamination. No PCB containing liquids have been released in the Air Dock. Oils and other organic liquids may have been spilled in the past and contacted PCB-containing dust, resulting in cross-contamination. Any items contained in the Air Dock and in contact with PCB-containing liquid will be decontaminated in accordance with the provisions of 40 CFR 761.79, including limiting the use of decontamination to non-porous materials, and the use of measurement-based decision criteria

Airdock Contents Wipe Sample Results (2003)

Note: All results are composites of up to 5 wipe samples from different items

[illegible]	[illegible]	Result	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Location Description
Wipe	10/17/03	0.48	ug/100 cm2		0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	1.05	ug/100 cm2		0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	0.18	ug/100 cm2		0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	0.13	ug/100 cm2	Not detected	0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	0.63	ug/100 cm2		0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	0.13	ug/100 cm2	Not detected	0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	0.93	ug/100 cm2		0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	1.35	ug/100 cm2		0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	1.65	ug/100 cm2		1.25	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	0.55	ug/100 cm2		0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/17/03	0.53	ug/100 cm2		0.125	Aroclor 1268	Drums at North End of Air Dock	NONE
Wipe	10/21/03	0.32	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Drum at North end	NONE
Wipe	10/21/03	0.20	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Drums at North end	NONE
Wipe	10/21/03	0.38	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Cabinets, & Filing Cabinets	WOOD & METAL CABINET, BLUE WOODEN CABINET, DESK, TYPEWRITER, FURNITURE ON E SIDE BETWEEN ARCHES 4&5
Wipe	10/21/03	0.26	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Filing Cabinets	DESK (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.30	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tables, Desks, & Filing Cabinets	FILE CABINET, METAL TAN CABINET, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.28	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock Wipe Sample	METAL CABINETS, TAN METAL CABINET (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (2)
Wipe	10/21/03	0.28	ug/100 cm2		0.1	Aroclor 1268	Akron Aor Dock - Desks & Filing Cabinets	DESK, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (4)
Wipe	10/21/03	0.22	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Filing Cabinets	DESK (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.34	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Filing Cabinets, & Tables	DESK (3), SMALL DESK, FURNITURE ON E SIDE BETWEEN ARCHES 4&5

Airdock Contents Wipe Sample Results (2003)

Note: All results are composites of up to 5 wipe samples from different items

Wipe	10/21/03	0.20	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Filing Cabinets	DESK (3), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (2)
Wipe	10/21/03	0.36	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Filing Cabinets	DESK, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (4)
Wipe	10/21/03	0.20	ug/100 cm2		0.1	Aroclor 1268	Desks	DESK (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.19	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Lockers	DESK (2), GREY METAL LOCKER, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (2)
Wipe	10/21/03	0.40	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Tranparency Maker, & Tables	DESK (4), BLACK TRANSPARENCY MACHINE
Wipe	10/21/03	0.24	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Drawers, & Chairs	FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (4)
Wipe	10/21/03	1.04	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Drawers, & Chairs	DESK (3), DRAWERS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5
Wipe	10/21/03	0.38	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Tables, & Molding	DESK, METAL SHELVING SUPPORTS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.30	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Tables	DESK (4), FURNITURE ON E SIDE BETWEEN ARCHES 4&5
Wipe	10/21/03	0.15	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Shelves	METAL CABINETS, DESK, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.26	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Filing Cabinets	DESK, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (4)
Wipe	10/21/03	0.42	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Filing Cabinets, Tables, & Desks	DESK (3), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (2)
Wipe	10/21/03	0.40	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Filing Cabinets, Chairs, & Desks	METAL DRAWERS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (4)
Wipe	10/21/03	0.22	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Glass, Desks, TV, & Filing Cabinets	DESK, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (4)
Wipe	10/21/03	0.60	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Filing Cabinets, Cabinets, & Desks	BLUE CABINET, TAN CABINET W/ DRAWERS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.56	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cabinets & Filing Cabinets	SHELVES, BLACK CABINETS, DESK PARTS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (2)
Wipe	10/21/03	0.58	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Filing Cabinets	DESK (2), METAL CABINETS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (2)
Wipe	10/21/03	0.42	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Lockers	METAL CABINETS, GREY MEATAL LOCKER, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.44	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Tables	DESK (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.40	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks & Tables	SMALL DESK, DESK (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (2)

Airdock Contents Wipe Sample Results (2003)

Note: All results are composites of up to 5 wipe samples from different items

Wipe	10/21/03	0.16	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Tables, & Filing Cabinets	DESK (3), FILING CABINETS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5
Wipe	10/21/03	0.46	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Filing Cabinets, & Cabinets	TAN CABINETS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (4)
Wipe	10/21/03	0.40	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Desks, Filing Cabinets, & Shelving	FILING CABINETS, TAN CABINETS (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (2)
Wipe	10/21/03	0.72	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Filing Cabinets	FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (5)
Wipe	10/21/03	0.32	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Filing Cabinets & Tables	DESK (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	0.36	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tables & Cabinets	DESK (2), GREY DESK PIECES, METAL CABINETS, FURNITURE ON E SIDE BETWEEN ARCHES 4&5
Wipe	10/21/03	0.34	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tables & Cabinets	DESK (2), FURNITURE ON E SIDE BETWEEN ARCHES 4&5 (3)
Wipe	10/21/03	2.20	ug/100 cm2		0.5	Aroclor 1268	Akron Air Dock - Metal & Plastic Objects	LIGHT BLUE METAL PIPE W/ 90 DEGREE, VACUUM/AIR PIPES, OVERHEAD LIGHT FIXTURES, FLAT METAL & SIDING
Wipe	10/21/03	3.00	ug/100 cm2		0.5	Aroclor 1268	Akron Air Dock - Metal & Wooden Objects	VARO\IOUS WOOD, L-SHAPED METAL SUPPORT, 6' METAL RACK W/ ROLLERS
Wipe	10/22/03	1.02	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal, Wooden, & Cardboard Objects	8-10' LONG METAL SUPPORTS, 5' BLUE METAL RACK W/ DRAWERS, VARIOUS WOOD
Wipe	10/22/03	4.20	ug/100 cm2		0.5	Aroclor 1268	Akron Air Dock - Metal Objects	GREY & ORANGE METAL SUPPORTS, ASSORTED METAL STRUTS IN METAL BIN, BLUE METAL FRAME W/ MOTOR & ROLLERS/YELLOW BOX ATTACHED, 6'X6'X3' WOODEN CRATE
Wipe	10/22/03	0.40	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal & Wooden Objects	LARGE METAL VALVES IN CARDBOARD BOX, GREY "TRANE" HEATERS, LARGE GREY METAL CYLINDERS
Wipe	10/22/03	3.40	ug/100 cm2		0.5	Aroclor 1268	Akron Air Dock - Masonry, Metal & Wooden Objects	VARIOUS METAL W/ 700TL STENCILED, GREET TOPPED BRICKS
Wipe	10/22/03	0.70	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal Objects	GREY METAL BOX W/ PIPING ON SIDE
Wipe	10/22/03	0.80	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal Objects	NONE
Wipe	10/22/03	0.50	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Plastic, Wooden, Cardboard, Maonsry, & Metal Objects	TAN & GREY BRICKS, CARDBOARD BOX W/ BLACK MOTOR
Wipe	10/22/03	0.88	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Masonry, Cardboard, & Metal Objects	5' BLUE METAL GUARD, VARIOUS WOOD, METAL & TIRES, BRICKS, CARDBOARD BOXES

Airdock Contents Wipe Sample Results (2003)

Note: All results are composites of up to 5 wipe samples from different items

Wipe	10/22/03	0.74	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal, Cardboard, & Wooden Objects	VARIOUS LIGHT GREEN METAL PIECES, CARDBOARD BOXES (5), 10' CARDBOARD BOXES (4), 4'X4'X2.5' BLUE & BROWN WOODEN BOX
Wipe	10/22/03	0.94	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Masonry, Cardboard, Plastic, & Metal Objects	BRICKS, "AIR FILTERS" CARDBOARD BOX, WHITE PLASTIC DISK, GRAY METAL ELECTRONICS BOX, ORANGE METAL BOX, VARIOUS METAL & MOTOR
Wipe	10/22/03	3.80	ug/100 cm2		0.5	Aroclor 1268	Akron Air Dock - Metal Objects	RUST COLOR GENERATOR, GREEN AIR COMPRESSOR, GREEN MACHINERY PARTS, RUST COLOR METAL CYLINDERS, CARDBOARD BOX W/ METAL B&ING
Wipe	10/22/03	0.66	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal & Cardboard Objects	METAL BIN W/ VARIOUS METAL, BOXED COMPUTER PAPER (3)
Wipe	10/22/03	0.22	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Carboard & Metal Objects	CARDBOARD BOXES: W/ METAL CYLINDERS, W/ "TOOL CHANGE", W/ "FILTER MIST", W/ "HOLOPHANE", W/ "BABCOCK & WILCOX", & W/ "PIPE INSULATION"
Wipe	10/22/03	0.72	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard & Metal Objects	GREY METAL PIPES 10-12' LONG, PARKING BLOCKS, BOXES W/ COMPUTER FORMS, WHITE WOODEN BOX W/ BAGS OF SILICONE CARBIDE, SMALL WHITE CARDBOARD BOXES
Wipe	10/22/03	0.44	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard Objects	CARDBOARD BOXES, VARIOUS WOOD, METAL W/ "MAKINO TOOL DOOR", SILVER AIR DUCT, CREAM METAL SHELVES
Wipe	10/22/03	0.38	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal, Cardboard & Plastic Objects	FLAT METAL SHEETS, CARDBOARD BOXES W/ OFFICE LIGHTS, CORRUGATED METAL SHEETS, BLACK METAL VALVES, WOODEN PARTICLE BOARD BOXES
Wipe	10/22/03	0.34	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal, Plastic & Cardboard Objects	METAL SHELVES W/ ELECTRONIC EQUIPMENT, CARDBOARD BOXES W/ "LITHONIA", ELECTRONIC EQUIPMENT, WOODEN BOX W/ "EMCOR", VARIOUS CARDBOARD BOXES
Wipe	10/22/03	0.30	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Masonry, & Metal	BROWN WOODEN BOX W/ SEAT PAD & VARIOUS PIECES, CARDBOARD BOXES (2), 4' TALL WOODEN BOX, PARKING BLOCKS, OVERHEAD LIFT ON STEEL GIRDER
Wipe	10/22/03	0.68	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal & Cardboard Objects	FLEXIBLE METAL SHEETS, 12' LONG YELLOW METAL, 3.5' TALL BLACK PIPING, FLAT METAL PIECES ON CART, BLUE METAL MACHINE PARTS

Airdock Contents Wipe Sample Results (2003)

Note: All results are composites of up to 5 wipe samples from different items

Wipe	10/22/03	0.72	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Wooden, Metal & Cardboard Objects	CARDBOARD BOXES W/ ROLL OF INSULATION ON TOP, OPEN TOP WOODEN BOX W/ CARDBOARD INSIDE, OPEN TOP WOODEN BOX W/ VARIOUS ITEMS, CLOSED TOP WOODEN BOX (2)
Wipe	10/22/03	0.62	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal & Wooden Objects	RUSTED YELLOW PIECE OF MACHINERY, STACKED CUBICE DIVIDERS, BLUE METAL MACHINE PARTS W/ ROLLERS, YELLOW GUARD RAIL & SUPPORT
Wipe	10/22/03	0.32	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard & Metal Objects	CARDBOARD BOXES, BOXED COMPUTER PAPER, VARIOUS METAL, BOXES OF INSULATION (2)
Wipe	10/23/03	0.38	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Masonry, Metal, Wooden, & Plastic Objects	WOOD BOXES W/ METAL HARDWARE, WOOD SLAT BOX W/ VARIOUS CONTENTS, BLUE METAL MACHINERY W/ MOTOR, VARIOUS BRICKS & CEMENT PIPES, VARIOUS SIZE WHITE BUCKETS
Wipe	10/23/03	1.04	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Plastic, Cardboard, & Metal Objects	CARDBOARD BOX, GRAY METAL PIECES, BLACK COILED TUBING, COMPUTER PAPER, BLACK TRUCK CAB
Wipe	10/23/03	0.96	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal & Cardboard Objects	GREEN FLAT METAL W/ ROLLERS & MOTOR, VARIOUS GREEN & ORANGE METAL, 4' TALL BLACK TABLE W/ VALVES & GAUGES, VARIOUS WOOD & CARDBOARD STACKED ON METAL SLED, BLUE METAL TABLE W/ SPRINGS & "BEST"
Wipe	10/23/03	0.36	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardborad & Metal Objects	METAL MACHINE MOUNTS & CARDBOARD BOX, WOOD & CARDBOARD BOX W/ METAL INSIDE, FLAT METAL SQUARE W/ CARDBOARD BOX ON TOP, 6' TALL BLUE MACHINE PARTS, YELLOW DOOR & VARIOUS MOBILE CART PARTS
Wipe	10/23/03	0.98	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal, Cardboard, & Wooden Objects	WOOD BOX W/ "THERMOGAS" TANK ON TOP, FLAT BUNDLED CARDBOARD BOXES, WOODEN BOX, GUARD RAILS, BLUE 90 DEGREE PIPING
Wipe	10/23/03	3.00	ug/100 cm2		0.5	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, Metal, & Wooden Objects	WOODEN BOX (2), VARIOUS CARDBOARD BOXES, VARIOUS METAL RODS, ORANGE TRAFFIC BARREL BOTTOMS
Wipe	10/23/03	1.42	ug/100 cm2		0.2	Aroclor 1268	Akron Air Dock - Metal & Wooden Objects	BLACK MOTOR, GREEN MACHINE PARTS, ROUND PLATFORM W/ METAL RAILINGS, LARGE GRAY CEMENT SLAB, CORRUGATED ROOF TOP W/ "CONFINED SPACE" SIGN

Airdock Contents Wipe Sample Results (2003)

Note: All results are composites of up to 5 wipe samples from different items

Wipe	10/23/03	2.40	ug/100 cm2		0.5	Aroclor 1268	Akron Air Dock - Metal & Wooden Objects	VARIOUS METAL PIECES (3), GREEN METAL MACHINERY W/ FAN ON END, ORANGE TRAFFIC BARREL BOTTOM & YELLOW METAL
Wipe	10/23/03	1.62	ug/100 cm2		0.2	Aroclor 1268	Akron Air Dock - Metal, Wooden, & Cardboard Objects	OPEN TOP WOODEN BOX, WOODEN BOX, WOODEN BOX W/ METAL ON TOP, RED FLOOR SWEEPER
Wipe	10/23/03	0.98	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tires, Wooden, & Metal Objects	NONE
Wipe	10/23/03	2.20	ug/100 cm2		0.2	Aroclor 1268	Akron Air Dock - Metal Objects	LONG METAL BEAMS
Wipe	10/23/03	1.94	ug/100 cm2		0.2	Aroclor 1268	Akron Air Dock - Metal & Plastic Objects	GREEN METAL W/ "700 TL", METAL BIN W/ VARIOUS METAL, WOODEN CRATES W/ MESH NYLON FENCING, 10' GRAY PIPES, GREEN METAL "700TL"
Wipe	10/23/03	0.32	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Metal, Wooden & Cardboard Objects	CARDBOARD BOXES W/ FLAT BLUE METAL SHEETS, VARIOUS CARDBOARD BOXES (3), WOODEN BOX W/ "LEESON"
Wipe	10/23/03	0.96	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Wooden & Metal Objects	VARIOUS WOOD, 4' LONG BLUE METAL, LARGE SPOOL W/ WIRING, GRAY METAL MACHINERY W/ BUTTON CONTROLS, BLUE & YELLOW CONVEYOR W/ ROLLERS
Wipe	10/23/03	0.52	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Wooden, & Metal Objects	VARIOUS SMALL CARDBOARD BOXES, BLACK PLASTIC TUBES, GRAY MOTOR, WOODEN BOX, VARIOUS WOOD
Wipe	10/23/03	0.40	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Metal, & Wooden Objects	LARGE GREY & BLUE MACHINERY ON ORANGE H& CART, 9' LONG CARDBOARD BOXES, 9' LONG WOODEN BOX, BLUE PIPES & VALVES, GREEN METAL PIPE COUPLERS
Wipe	10/23/03	0.32	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Metal, & Wooden Objects	VARIOUS CARDBOARD BOXES, OPEN TOP WOOD BOX W/ CARDBOARD & DUCTS, 9' LONG WOOD BOX
Wipe	10/23/03	0.38	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tires, Cardboard, Metal, & Wooden Objects	NONE
Wipe	10/23/03	0.74	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Metal, & Wooden Objects	8' LONG WOOD PALLET W/ VAROIS WOOD & METAL STACKED, WOOD PARTICLE BOARD BOXES W/ VARIOUS WOOD, 10' LONG GREEN MESH METAL W/ WOOD BOXES STACKED ON TOP, VARIOUS CARDBOARD BOXES, 15' LONG WOOD BOX
Wipe	10/23/03	0.68	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Metal, & Wooden Objects	ROLLED WOODEN FENCES, ALUMINUM DUCT WORK

Airdock Contents Wipe Sample Results (2003)

Note: All results are composites of up to 5 wipe samples from different items

Wipe	10/23/03	1.94	ug/100 cm2		0.2	Aroclor 1268	Akron Air Dock - Tires, Cardboard, Metal, & Wooden Objects	OPEN TOP WOOD BOX W/ SILVER PIPING, FLAT METAL & WOOD, VARIOUS WOOD & CARDBOARD BOXES, WOOD CRATE W/ SILVER DUCTS
Wipe	10/23/03	0.34	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Metal, & Wooden Objects	ORANGE MACHINERY, TALL ORANGE METAL MACHINERY PART, WOOD BOX W/ ORANGE MACHINERY PARTS, BARIOUS BRICKS, CARDBOARD BOXES
Wipe	10/23/03	0.72	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Metal, & Wooden Objects	WOODEN BOXES, CARDBOARD BOX "DEPT 660", VARIOUS CARDBOARD BOXES, GRAY METAL TRANSFORMER BOX
Wipe	10/23/03	0.24	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tires, Cardboard, Metal, & Wooden Objects	8' LONG GREY PIPES
Wipe	10/23/03	0.11	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tires, Cardboard, Metal, & Wooden Objects	NONE
Wipe	10/23/03	0.58	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tires, Cardboard, Metal, & Wooden Objects	CARDBOARD BOXES (2), BLUE METAL PIECES, WOOD BOXES & CARDBOARD "BRADLEY"
Wipe	10/24/03	0.34	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	PALLET OF BAGS W/ CEMENT LIKE MATERIAL (2), 4' TALL STACKED CARDBOARD BOXES
Wipe	10/24/03	0.26	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	YELLOW METAL 10' POST (2), 20' WHITE PVC PIPES, CARDBOARD BOXES
Wipe	10/24/03	0.10	ug/100 cm2	Unknown	0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	BOXES OF FLOURESCENT LIGHTS, YELLOW & ORANGE METAL BEAMS, CARDBOARD BOX W/ "WATER COOLER", LIGHT FIXTURES
Wipe	10/24/03	0.14	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	CARDBOARD BOXES OF PANEL FILTERS, YELLOW METAL RAILS
Wipe	10/24/03	0.40	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	METAL 90 DEGREE RODS, TAN METAL LOCKER, TABLES & DESKS, DARK BROWN WATER HEATER, CARDBOARD BOXES "GLASFLOSS"
Wipe	10/24/03	0.36	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	LARGE WOODEN SPOOL, WHITE FABRIC, GREEN METAL RACK
Wipe	10/24/03	1.04	ug/100 cm2		1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	YELLOW METAL BEAMS, WOODEN SPOOL, VARIOUS CARDBOARD BOXES
Wipe	10/24/03	0.92	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	VARIOUS CARDBOARD BOXES (3), ONE W/ "DP"
Wipe	10/24/03	0.22	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	WHITE CARDBOARD BOXES W/ "DOLLINGER" (3), 4' TALL CARDBOARD BOXES, "CER-WOOL" CARDBOARD BOX

Airdock Contents Wipe Sample Results (2003)

Note: All results are composites of up to 5 wipe samples from different items

Wipe	10/24/03	0.28	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	CARDBOARD BOXES OF FILTER ELEMENTS, METAL PIECES BLUE & TAN
Wipe	10/24/03	0.26	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	WHITE CARDBOARD BOXES W/ "DOLLINGER" (2), SILVER METAL DUCTS
Wipe	10/24/03	0.28	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	METAL DOORS & WALL, METAL MACHINE PARTS, BLACK METAL PIPES
Wipe	10/24/03	0.10	ug/100 cm2	Not detected	0.1	Aroclor 1268	Akron Air Dock - Tires	METAL CABINETS, & TAN METAL CABINET
Wipe	10/24/03	0.48	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Tires, Cardboard, Plastic, & Metal Objects	PALLET OF BAGS W/ CEMENT LIKE MATERIAL, CARDBOARD BOXES, AQUA BLUE METAL PIECE
Wipe	10/24/03	0.20	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Cardboard, Plastic, & Metal Objects	55 GALLON DRUM, BLUE WOOD & TAN METAL FURNITURE
Wipe	10/24/03	0.38	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Drums at north end of facility	NONE
Wipe	10/24/03	0.76	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Drums at north end of facility	NONE
Wipe	10/24/03	0.30	ug/100 cm2		0.1	Aroclor 1268	Akron Air Dock - Drums at north end of facility	NONE

LOCKHEED MARTIN

Memorandum

To: Brad Heim

CC: Warren Morrison

From: Brian Steinkerchner

Date: 15 October 2004

Re: Lockheed Martin Aerostat Description

Our plan is to utilize the Airdock to perform tests that are part of the system test, checkout and evaluation prior to delivery to the customer. These operations include aerostat inflation, aerostat proof pressure test, aerostat lift loss test, system integration, system test and aerostat deflation.

Aerostat Inflation
Aerostat inflation requires about 10 people for one hour to unfold the aerostat, then two people for about one day to assemble the aerostat. After the aerostat is assembled the aerostat is inflated in about 4 hours by a crew of 4 people.

Aerostat Proof Pressure Test
The proof pressure test requires four people to be in the Airdock for about 4 hours. During this time the pressure inside the hull of the airship is slowly increased to assure that it will hold shape and helium at operational pressures. The hull pressure is increased to 5 iwg, which is well below the 12 iwg pressure that the aerostats are designed to withstand.

Aerostat Lift Loss Test
The lift test requires one to two people in the Airdock for about 15 minutes every day for 10 to 14 days. The people record the aerostat lift once per day and check the aerostat for any problems.

System Integration
System integration follows the lift loss and proof pressure tests. It involves about four people working in the airdock all day for one to two weeks. During this time the various subsystems are all tied together and bugs are worked out. The various subsystems would include the mooring system, aerostat, payload, and communications system.

System Test
System test follows system integration. System test is a one or two day operation with six to eight people which includes one or two customer representatives. During this test all subsystems are operationally demonstrated. This typically includes the aerostat on tether point with the ground station operating the payload on the airship (camera, radio, etc).

Deflation
Deflation requires about four people for four hours to deflated and disassemble the aerostat. After the aerostat is deflated it requires about 10 people for one hour to fold and rollup the aerostat.

These activities do not involve any contact with the superstructure or siding of the Airdock. All work will be performed in the south end of the Airdock with poly sheeting underneath the operations.

There are two aerostat systems that we are currently working on. One is the Sunflower program for the British army. That system will require inflation, lift loss, proof pressure, and deflation. It is currently scheduled to occur in the airdock between 18 Feb 2005 and 14 Mar 2005. The other system is for the US Marines. The Marines system will require all of tests listed above and it is scheduled to occur in the airdock between January and February 2005.

Lockheed Martin Corporation
Akron, Ohio
Docket No. TSCA-05- 2005 0016

CERTIFICATE OF SERVICE

I, Thomas J. Crosetto, certify that I hand delivered one original and one photocopy of the Consent Agreement and Final Order, docket number TSCA-05- 2005 0016, to the Regional Hearing Clerk, Region 5, United States Environmental Protection Agency, and that I mailed the second original by first class, postage prepaid, certified mail, with a return receipt requested, to Chris L. Bell, Counsel for Respondent, by placing it in the custody of the United States Postal Service, addressed as follows:

Chris L. Bell, Esq.
Sidley, Austin, Brown & Wood, LLP
1501 K Street, N.W.
Washington, D.C. 20005

on this day, the 5th day of May, 2005.

Thomas J. Crosetto
Environmental Scientist
Pesticides and Toxics Branch
Waste, Pesticides and Toxics Division
Region 5
U.S. EPA (DT-8J)
77 West Jackson Boulevard
Chicago, Illinois 60604

Certified Mail Receipt Number 7001 0320 0006 0177 8932