



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

DEC 18 2008

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0006 0183 0364

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

Lockheed Martin Corporation

Dear Mr. Bell:

I have enclosed a copy of the original fully executed Consent Agreement and Final Order (CAFO) in resolution of the above case. This document was filed on December 18, 2008, with the Regional Hearing Clerk.

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kendall Moore".

For Kendall Moore

Pesticides and Toxic Compliance Section

Enclosures



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
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CHICAGO, IL 60604-3590

DEC 19 2008

REPLY TO THE ATTENTION OF
LC-8J

Terrence S. Finn
Roetzel & Andress
222 South Main Street
Akron, Ohio 44308

**SUBJECT: Amendment to Lockheed Martin Consent Agreement and Final Order
Transmittal Letter**

Dear Mr. Finn:

Be advised that the Transmittal Letter sent to you yesterday regarding Lockheed Martin Corporation was incorrect. Attached is the corrected copy of that letter.

My sincere apologies for any inconvenience this may have caused you.

Sincerely

A handwritten signature in black ink, appearing to read "Robert Allen".

Robert Allen
Pesticides and Toxic Compliance Section

Attachment

RECEIVED
DEC 19 2008

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
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CHICAGO, IL 60604-3590

DEC 19 2008

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0006 0183 0340

Mr. Terrence S. Finn
Roetzel & Andress
222 South Main Street
Akron, Ohio 44308

Lockheed Martin Corporation

Dear Mr. Finn:

I have enclosed a copy of the original fully executed Consent Agreement and Final Order in resolution of the above case. This document was filed on December 18, 2008, with the Regional Hearing Clerk.

Thank you for your cooperation in resolving this matter.

Sincerely


for Kendall Moore

Pesticides and Toxic Compliance Section

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PROTECTION AGENCY



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REPLY TO THE ATTENTION OF:

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Receipt No. 7001 0320 0006 0183 0364

Mr. Terrence S. Finn,
Roetzel & Andress
222 South Main Street
Akron, Ohio 44308

RECEIVED
DEC 18 2008

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

Lockheed Martin Corporation

Dear Mr. Sammarone:

I have enclosed three copies of an original fully executed Consent Agreement and Final Order in resolution of the above case. This document was filed on December 18, 2008, with the Regional Hearing Clerk.

The civil penalty in the amount of \$500.00 is to be paid in the manner described in paragraphs 41 and 42. Please be certain that the number **BD** 2750947X002^{3P} and the docket number are written on both the transmittal letter and on the check. Payment is due by January 17, 2009, (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,

Robert J. Moore

for Kendall Moore

Pesticides and Toxic Compliance Section

Enclosures

cc: Eric Volck, Cincinnati Finance/MWD (w/Encl.)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:)
) Third Amendment to Consent
Lockheed Martin Corporation) Agreement and Final Order
Summit County Port Authority)
Akron, Ohio 44315) Docket No. TSCA-05-2005-0016

RECEIVED
DEC 18 2008
REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

I. Preliminary Statement

1. On May 5, 2005, Lockheed Martin Corporation (Lockheed Martin) entered into a Consent Agreement and Final Order (CAFO) with the United States Environmental Protection Agency (EPA) regarding an airdock located in Akron, Ohio ("Airdock"), which was owned and operated by Lockheed Martin on the effective date of the CAFO. Under the terms of the CAFO, Lockheed Martin was allowed conditional use of the Airdock to inflate, test and evaluate Aerostats for a limited period of time.

2. The CAFO has been amended twice: the CAFO was first amended on December 23, 2005 to include Summit County Port Authority (the Port Authority) as a party to this action when Lockheed Martin transferred ownership of the Airdock to the Port Authority; the CAFO was amended a second time on January 4, 2007, to increase the number of Aerostats to be inflated, tested and evaluated in the Airdock, thereby extending the original deadline date to June 30, 2007.

3. In order to use the Airdock on an extended basis to develop, construct, test and repair airships and other inflatable structures, Lockheed Martin submitted for approval to EPA a series of applications in 2005 to decontaminate the interior of the Airdock, including its contents. On December 22, 2006, U.S. EPA approved Lockheed Martin's request ("Approval Letter"). A copy of the Approval Letter is set forth herein as Attachment A.

4. Pursuant to paragraph 14 of the Approval Letter, Lockheed Martin provided to U.S. EPA a Completion Report, dated December 18, 2007, in which Lockheed Martin stated that it had completed the activities listed in paragraphs 13(a)-(d) of the Approval Letter.

5. Lockheed Martin has addressed the PCBs in the siding and on the floor, catwalks and interior superstructure of the Airdock in accordance with the conditions set forth in the Approval Letter, and EPA concurs with Lockheed Martin's assessment.

6. In order to maintain the effectiveness of the activities performed under the Approval Letter, and to ensure that future occupants of the Airdock are not exposed to airborne or surface-borne PCB-contaminated particulate matter at levels that pose an unreasonable risk, the CAFO is being amended a third time, as set forth below. This Third Amended Consent Agreement and Final Order ("Third Amended CAFO") establishes the conditions under which Lockheed Martin will be allowed to use the Airdock, on a long-term basis, to manufacture airships and other inflatable structures on behalf of various governmental defense and other agencies.

II. Amended and Restated Paragraphs

7. The May 5, 2005 CAFO, as amended by the December 23, 2005 First Amendment to the CAFO, shall remain in full force and effect in accordance with its terms, except that Section V (Conditional Use of the Airdock) and Section VII (Stipulated Penalties) are amended and restated as set forth below, and Section X is added as set forth below.

V. Conditional Long-Term Use of the Airdock Under this Consent Agreement

A. Background

1. This Third Amended CAFO prescribes the conditions under which Lockheed Martin may use the Airdock. To that end, EPA has determined that activities in the Airdock, described in Section V, paragraph 4 below, related to the manufacture of airships and other inflatable structures must be conducted in accordance with the following conditions, which were established to ensure

that personnel working in the Airdock are not exposed to unreasonable risk. This Third Amended CAFO does not require site assessment, removal or remedial activities under 40 C.F.R. § 761.50 of the PCB regulations, promulgated pursuant to the Toxic Substances Control Act.

2. U.S. EPA has determined that there should be no unreasonable risk to personnel working in the Airdock and individuals participating in short-duration public access because:

A. In 2007, Lockheed Martin completed decontamination activities associated with the Airdock's interior superstructure, catwalks, surfaces, and equipment; and coated the RPM siding, catwalk planks, and the floor as authorized by EPA in its Approval Letter dated December 22, 2006, and the accompanying Approval Conditions.

B. Public access is restricted and permitted only under the conditions provided herein.

C. The conditions below will limit exposure further and generate data and information that is needed for EPA to prevent unreasonable risk to occupants of the Airdock from airborne or surface-borne PCB-contaminated particulate matter while Lockheed Martin operates the Airdock.

3. The conditions in paragraphs 4 through 41 may be amended by written agreement between the Chief of the Chemicals Management Branch, Land and Chemicals Division, and Lockheed Martin and Summit County Port Authority under the authority of this Consent Agreement and upon receipt and consideration of additional information. The conditions in paragraphs 42 through 54 may be amended by written agreement between the Director of the Land and Chemicals Division and Lockheed Martin and Summit County Port Authority under the authority of this Consent Agreement and upon receipt and consideration of additional information.

B. Applicability

4. Lockheed Martin may use the Airdock for manufacture, assembly, inspection, testing, maintenance and repair of airships and other inflatable structures. Activities associated with assembly of airships and other inflatable structures include seaming fabrics, inflation, and operation and integration of subsystems. Activities associated with inspection and testing of airships and other inflatable structures include: verifying that dimensions are within normal tolerance and quality; measuring and documenting the pitch angle; measuring and documenting the

net lift; testing the structural integrity by above-normal internal pressure; and demonstrating and verifying the lift loss decay rate. Other operations that shall be permitted in association with airships and other inflatable structures include the vehicle command and control center, fabric testing, material storage, tool and equipment storage and project management.

5. The conditions in this Consent Agreement apply to the use of the Airdock. The conditions do not apply to use of facilities other than the Airdock on the former Lockheed Martin property at 1210 Massillon Road in Akron, Ohio.

C. Access to Inside of Airdock

6. Lockheed Martin shall not allow the Airdock to be occupied by more than 500 adults at any one time (except as provided for in paragraph 8), each working no more than 50 hours per week (based on an annual average). Moreover, Lockheed Martin shall ensure that no more than 50 percent of its workforce will perform activities on elevated catwalks in the Airdock.

7. Lockheed Martin shall limit occupancy in the Airdock to authorized personnel only, including Lockheed Martin and Summit County Port Authority employees, contractors and sub-contractors. Authorized visitors include vendors, government officials and others with a business purpose at the Airdock. Lockheed Martin shall prevent members of the general public from entering the Airdock, except as specified in paragraph 8, below.

8. Lockheed Martin may open the Airdock to members of the general public for one-time events, such as a ribbon cutting or the first launch of a new airship, with express authorization of EPA, Region 5. The number of individuals allowed to enter the Airdock pursuant to this paragraph may exceed the limits set forth in paragraph 6. Lockheed Martin shall request authorization for public access no less than ten (10) business days in advance of the event, specifying the nature of the event, date, duration, and the number of people expected to attend.

9. Lockheed Martin shall prohibit individuals under the age of 18, from entering the Airdock at all times, under any circumstances, except as provided for under paragraph 8. If it is anticipated that individuals under the age of 18 may be entering the Airdock during one-time events for which authorization is sought pursuant to paragraph 8, the request for authorization shall include information about the expected age range of the individuals under the age of 18, the conditions under which they will be present and the expected duration of their presence in the Airdock.

D. Health and Safety Notices

10. 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 whose employees may be performing any maintenance or repair work in the Airdock that requires breaching the coated RPM, floor or catwalk wood planks, or contact with the superstructure, as required by 29 CFR § 1910.1200. The Lockheed Martin Plant A Employee and Contractor Safety Review shall be used for this notification. The current version of this document is set forth here in as Attachment B, and will be updated by Lockheed Martin as required by 29 CFR § 1910.1200(h), or as a result of any periodic internal review.

11. Each time the Lockheed Martin Plant A Employee and Contractor Safety Review is updated, Lockheed Martin shall provide an updated copy to the Chief of the Toxics Section at the address provided in paragraph 25 within 20 working days from the date it is updated.

E. Air and Surface Monitoring for PCBs

12. EPA's determination that no unreasonable risk exists to human health or the environment in the Airdock is based, in part, on the following indoor air and surface monitoring measures that Lockheed Martin shall be required to implement to ensure no exposure, or limited exposure, to PCBs.

Indoor Air Sampling

13. Lockheed Martin shall conduct stationary air sampling events, as described below, on a quarterly basis, beginning in the quarter of the effective date of this Third Amended CAFO. Sampling shall take place at eight (8) routinely occupied locations throughout the Airdock, including one location on an elevated catwalk, reasonably close to that day's operations without interfering with them. All sampling shall take place at the breathing zone, approximately five feet above the occupied surface. Sampling at the Airdock shall take place for an entire shift, defined as one 8-to-12 hour period, when the sampling area is at least 75 percent of its routine occupancy. If equipment limitations prevent sampling on one day, sampling may be conducted during one to three consecutive days of representative activity (excluding weekends) in the Airdock.

14. If, in each of four (4) consecutive quarterly sampling events, test results demonstrate that concentrations of PCBs in the air are below $0.05 \mu\text{g}/\text{m}^3$, Lockheed Martin shall conduct annual sampling thereafter (beginning the calendar year after the fourth consecutive quarterly sampling event with PCB concentrations below $0.05 \mu\text{g}/\text{m}^3$).

15. If an annual sampling event results in a PCB concentration above $0.05 \mu\text{g}/\text{m}^3$, Lockheed Martin shall resume quarterly sampling until the concentration drops below $0.05 \mu\text{g}/\text{m}^3$.

16. When the large doors on either end of the Airdock are opened for the first time, after the effective date of this Third Amended CAFO, stationary air sampling as described above shall take place to determine whether the large volume of air from outdoors disturbs any residual PCBs in the Airdock. In addition to PCB concentrations, climate information on the same day shall be collected, including temperature, barometric pressure, relative humidity, wind speed and wind direction.

17. Stationary air sampling shall be conducted using NIOSH Method 5503, adapted for medium-to-high-volume use. Samplers shall run for at least one full shift during a representative

day, unless sample quantities are too large, causing analytic breakthrough. In particular, Lockheed Martin 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 analytic breakthrough occurs, as NIOSH Method 5503 does not provide a means to dilute sample extracts for higher concentrations.

Indoor Surface Sampling

18. Lockheed Martin shall conduct surface wipe sampling at accessible (where there is likelihood of human contact) locations, on non-porous and painted metal surfaces annually, in the areas defined by or adjacent to the interior grids established for the visual inspections in paragraph 29, below.

19. Lockheed Martin shall collect a total of 35 individual wipe samples using the wipe sampling method defined at 40 C.F.R. § 761.123, and the diagram found at Attachment C, as follows. The composite analyses referenced in subparagraphs A through D, below, shall use the method specified at 40 C.F.R. § 761.272, that shall represent the average concentration for the surfaces in or adjacent to the interior grids of interest.

- A. Ten individual wipe samples shall be collected from the “purlin” portion of the superstructure to which the interior siding is attached, at two locations in the interior grids. Samples may be taken from locations that have safety features, such as catwalks or stairs with handrails, or at ground level. These samples shall be composited into two analyses.
- B. Ten individual wipe samples shall be collected from the interior superstructure at two locations in the interior grids. Samples may be taken from locations that have safety

features, such as catwalks or stairs with handrails, or at ground level. These samples shall be composited into two analyses.

C. Ten individual wipe samples shall be collected from catwalks and handrails immediately below or adjacent to the interior grids of interest. These samples shall be composited into two analyses.

D. Five individual wipe samples shall be collected from moveable or non-moveable equipment immediately below the interior grids of interest, if such equipment is present, or if there is no equipment present, the horizontal surfaces immediately below the grids of interest. These samples shall be composited into one analysis.

Reporting Sampling Results

20. Lockheed Martin shall report the results of the indoor air monitoring required under this section to EPA within 30 days after receiving the analytical results from each quarterly sampling event. The air monitoring reports shall 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, Lockheed Martin shall report the location of the monitors and the type of activity being conducted during monitoring. If quarterly sampling changes to annual sampling, as provided in paragraph 14, these reports shall be submitted under the provisions described in that paragraph.

21. If any of the results of the stationary air sampling conducted under this section demonstrate concentrations over $0.05 \mu\text{g}/\text{m}^3$ for a given time and location, Lockheed Martin shall promptly investigate the circumstances and implement any feasible changes in procedures or environmental controls to reduce the potential for exposure in those circumstances. Lockheed Martin shall include a description of any findings above $0.05 \mu\text{g}/\text{m}^3$ and the corrective actions taken in the report.

22. Lockheed Martin shall report to EPA any sampling events above $1 \mu\text{g}/\text{m}^3$ within 24 hours of receipt of the sampling results, by phone and electronic mail.

23. Lockheed Martin shall report the results of the annual surface sampling within 30 days after receiving the analytical results from the sampling event. The annual surface sampling report shall be submitted with the annual inspection report as specified below in paragraph 39.

24. If the result of any of the surface sampling conducted under this section demonstrates concentrations over $100 \mu\text{g}/100 \text{ cm}^2$ for the interior superstructure, or over $10 \mu\text{g}/100 \text{ cm}^2$ for catwalks, handrails, or moveable equipment, Lockheed Martin shall promptly investigate the extent of contamination, re-clean and re-sample the area, as specified in the Approval Letter. Lockheed Martin shall implement any feasible changes in procedures or environmental controls as a result of this investigation in order to reduce the potential risk to human health and the environment. Lockheed Martin shall include in the annual inspection report a description of any findings above $10 \mu\text{g}/100 \text{ cm}^2$ and the corrective actions taken.

25. Lockheed Martin shall submit all notifications and reports required under the Third Amended CAFO to the Chief of the Toxics Section, Chemicals Management Branch, U.S. EPA, Region 5, 77 West Jackson Boulevard (LC-8J), Chicago, Illinois 60604. The reports of sampling events above $1 \mu\text{g}/\text{m}^3$ shall be reported to the Toxics Section by telephone at (312) 886-6003. Copies of all reports, notifications, and other submittals required under this Third Amended CAFO shall also be submitted to the Summit County Port Authority, One Cascade Plaza, 18th Floor, Akron, Ohio 44308. EPA may designate another contact, and will notify Lockheed Martin within seven working days if such designation occurs.

F. Inspection and Maintenance of Airdock Surfaces

To ensure the integrity of the remedy used to prevent PCB exposure, Lockheed Martin shall inspect the interior siding, catwalks and floor in the Airdock in a rigorous, systematic manner, as follows:

Annual Inspection

26. Lockheed Martin shall inspect the catwalks, the floor, and one-fifth of the interior siding each year.

27. Lockheed Martin shall complete the first inspection within one year following the effective date of the Third Amended CAFO and, thereafter, shall complete subsequent inspections annually.

28. A third-party licensed engineer ("licensed inspector") shall complete the annual inspection. Lockheed Martin shall provide the licensed inspector adequate orientation and background information to ensure an effective inspection.

Inspection of Interior Siding

29. Lockheed Martin has established a grid for the interior siding, consisting of 204 units (Attachment C). Lockheed Martin shall inspect one-fifth, about 41 units, each year on a five-year rotating schedule. This grid will also be used for surface sampling, as specified in paragraphs 18 and 19, above.

30. For the interior grid of interest, the licensed inspector shall inspect the siding for any evidence of remedy failure, including, but not limited to, de-lamination, discoloration, appearance of black cracks, foam repair separation, and any blisters, peeling or spalling of the surface coating.

31. The licensed inspector shall inspect the siding in the grid of interest closely from areas that have resident safety measures, including stairs and catwalks with handrails and fall protection,

and from the floor level. The licensed inspector shall inspect other siding in the grid of interest remotely, using binoculars and supplemental lighting, as needed.

32. The licensed inspector shall identify and photograph any areas where evidence of remedy failure is found.

33. The licensed inspector shall use a checklist to document the annual inspection. The completed checklist, and any other relevant information, including but not limited to photographs, will be maintained by Lockheed Martin in Akron, Ohio as long as Lockheed Martin continues to operate the Airdock. If Lockheed Martin ceases to operate the Airdock, it shall provide a complete set of the documents identified in this paragraph to the Port Authority within thirty (30) days after its operation of the Airdock ceases.

Inspection of Floor and Catwalks

34. Lockheed Martin shall inspect the entire floor and all the catwalks in the Airdock each year.

35. For the floor and catwalks, the licensed inspector shall inspect the surfaces for any evidence of wear or remedy failure, including but not limited to discoloration, and any blisters, peeling or spalling of the surface coating.

36. The licensed inspector shall identify any areas where evidence of wear or remedy failure is found and document his or her findings in a checklist. The completed checklist, and any other relevant information, including but not limited to photographs, will be maintained by Lockheed Martin in Akron, Ohio as long as Lockheed Martin continues to operate the Airdock. If Lockheed Martin ceases to operate the Airdock, it shall provide a complete set of the documents identified in this paragraph to the Port Authority within 30 days after its operation of the Airdock ceases.

37. Lockheed Martin shall retain copies of all records and reports submitted or maintained pursuant to this Third Amended CAFO for at least thirty (30) years from the date that the

document was submitted or generated. If Lockheed Martin ceases to operate the Airdock, it shall provide a complete set of copies of such records and reports to the Summit County Port Authority within thirty (30) days after it ceases to operate the Airdock. The Summit County Port Authority shall retain all such records and reports for at least 30 years from the date that the document was submitted or generated.

Corrections Following Visual Inspections

38. If the licensed inspector finds areas of wear on the floor and catwalks, or any evidence of remedy failure in the siding, Lockheed Martin must promptly re-treat the surfaces as specified in the Approval Letter.

Inspection Report

39. Lockheed Martin shall summarize the results of the annual inspection, together with the annual surface sampling in the same grid of interest, in a report, within 60 days of the completion of the annual inspection. Lockheed Martin shall include the indoor air sampling reports when, and if, sampling is changed from a quarterly basis to an annual basis, as specified in paragraph 14. Lockheed Martin shall submit the report to the Chief of the Toxics Section at the address identified in paragraph 25 no later than 60 days from the date of the inspection.

40. During periods when the activities described in paragraph 4 are being conducted, Lockheed Martin shall vacuum accessible areas of the floor of the Airdock once a month using a riding HEPA vacuum cleaner. Areas of the floor on which equipment or materials are located do not need to be vacuumed.

G. Damage to and Repair of the Airdock

41. Lockheed Martin shall prevent, or minimize if prevention is impossible, any breach of the coated siding, catwalks or floor during maintenance, repair, remodeling or other construction or demolition at the Airdock.

42. Lockheed Martin shall notify the Chief of the Toxics Section, by telephone at the number provided in paragraph 25, at least twenty (20) days in advance of any maintenance, repair, remodeling, construction or demolition at the Airdock, where the protective coating on the siding, floor, or catwalks is breached such that more than one (1) pound of PCBs may be or are released in any manner when they are planned, or within 24 hours after commencement or discovery if they are unplanned or the result of any damage to the Airdock. Such notification shall include a description of the damage to the Airdock, if any, and the nature of the maintenance, repair, remodeling or other construction, along with the scheduled start and completion dates

43. In the event fire, natural disaster or structural failure at the Airdock breaches the protective coating used on the siding, catwalks and floor, or damages the Airdock in any other manner, Lockheed Martin shall immediately notify the Chief of the Toxics Section, Chemicals Management Branch at the telephone number provided in paragraph 25; under these circumstances, Lockheed Martin shall only be required to contact the National Response Center at 1-800-424-8802 if more than one (1) pound of PCBs may be or are released.

44. In addition to the notification required under paragraph 42, Lockheed Martin shall summarize its response to any damage reported under paragraph 43 in a report to the Chief of the Toxics Section, Chemicals Management Branch, 30 days after the breach or damage is cleaned up.

The report shall include:

- A. An identification of the source of the breach or damage;
- B. Estimated or actual date and time of the damage;
- C. The date and time the PCB release was cleaned up;
- D. A brief description of the PCB release location and the nature of the materials contaminated;
- E. A brief description of the solid surfaces cleaned; and

F. Post-cleanup verification sampling data and, if not otherwise apparent from the documentation, a brief description of the sampling methodology and analytical technique used.

45. If the coating on siding, floors or catwalks is breached, regardless of the circumstances under which the breach occurred, Lockheed Martin shall take measures to prevent the release of and exposure to PCBs, including, but not limited to hazard notification to employees and contractors, physical barriers, dust control measures and personal protective equipment. In addition, Lockheed Martin shall take measures to prevent fire during these breaching actions, especially from welding and or cutting torches.

46. If the coating on siding, floors or catwalks is breached, regardless of the circumstances under which the breach occurred, Lockheed Martin shall clean up all visible traces of contaminated material, and ensure that all floor and catwalk surfaces within a one-foot radius of the visible traces are cleaned to $10 \mu\text{g}/100 \text{ cm}^2$, all superstructure surfaces within a one-foot radius of the visible traces are cleaned to $100 \mu\text{g}/100 \text{ cm}^2$, using the method specified in the Approval Letter, and repair any damaged coating.

47. In order to ensure effective response to any fires at the Airdock, Lockheed Martin shall comply with the Pre-Plan developed with the Akron Fire Department (Attachment D). Lockheed Martin shall continue to offer periodic orientation sessions to the Akron Fire Department or other emergency responders, as necessary. In addition, Lockheed Martin shall comply with any other fire prevention or response measures ordered by the Akron Fire Department, or required by local ordinance.

48. Lockheed Martin shall dispose of any materials removed during repair, maintenance, remodeling or other construction as follows:

- A. RPM siding shall be disposed of as a PCB bulk-product waste in accordance with 40 C.F.R. § 761.62;
- B. Floor concrete removed shall be managed in accordance with 40 C.F.R. § 761.61 (a);
- C. Any wooden catwalk planks, newly replaced pursuant to the Approval Letter, shall be disposed of as non PCB-waste;
- D. All other catwalk floor planks shall be disposed of as PCB remediation waste in accordance with 40 CFR § 761.61(a) or (b). Any structural steel with PCB surface concentrations between 10 and 100 $\mu\text{g}/100\text{ cm}^2$ PCB shall be disposed of as PCB remediation waste pursuant to 40 C.F.R. § 761.61 (a) or (b), decontaminated for salvage or reuse in accordance with 40 CFR § 761.79, or disposed of in a scrap metal recovery oven or smelter conforming with 40 CFR § 761 -72;
- E. Any structural steel removed during repair, replacement, or demolition and with a surface concentration less than 10 $\mu\text{g}/100\text{ cm}^2$ PCB is unregulated for disposal, reuse or salvage; and
- F. Any building materials or equipment removed as part of any Airdock interior building renovation or refurbishment will be managed, decontaminated or disposed of using the methods specified in the EPA Approval Letter dated June 24, 2004 governing decontamination of moveable equipment in the Airdock.

H. Investigation and Corrective Action

49. In the event PCB concentrations in air or on surfaces remain elevated, i.e., above 0.05 $\mu\text{g}/\text{m}^3$ or above 10 $\mu\text{g}/100\text{ cm}^2$ (100 $\mu\text{g}/100\text{ cm}^2$ for the superstructure), respectively, for two consecutive years, Lockheed Martin shall meet with EPA to reevaluate the operating conditions set forth in paragraphs 4 through 48 in order develop different or additional conditions that may be necessary to prevent potentially unreasonable risk to human health and the environment.

50. In the event air sampling reveals airborne PCB concentrations above 1 µg/m³, Lockheed Martin shall be permitted to re-sample and reanalyze the sample results to identify or explain sampling or laboratory errors. Lockheed Martin shall immediately implement the following measures to reduce the unreasonable risk to human health and the environment:

- A. Limit access to the Airdock to 40 hours per week or less for all individuals and require their use of personal protective equipment, including respiratory protection as specified in the Approval Letter; and
- B. Take actions that will reduce airborne PCB concentrations below 1 µg/m³.

VII. Stipulated Penalties

78. If Lockheed Martin fails to comply with any requirement of the Amended Consent Agreement and attached Final Order, 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 Section V, paragraphs 20-25, 39, 42-44 and Section X of the Third Amended Consent Agreement, Lockheed Martin shall pay:

Period of Noncompliance	Penalty Per Day
i. Days 1-15 on 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 the Third Amended Consent Agreement, Lockheed Martin shall pay:

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

X. Cessation of Operations

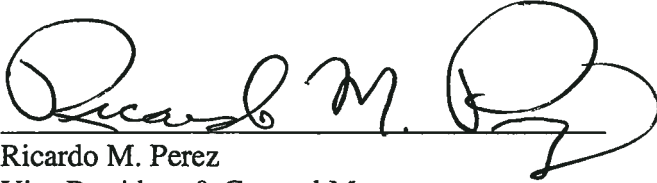
96. Lockheed Martin shall provide notice to the Summit County Port Authority (Port Authority) and the Chief of the Chemicals Management Branch at the address identified in Section V, paragraph 25, at least 120 days before it ceases operation of the Airdock. Lockheed Martin shall be responsible for the costs to dismantle, remove and dispose of the RPM siding, and for the costs to remediate, remove and dispose of any other PCBs remaining at the Airdock (including, but not limited to PCBs that may be on the catwalks and superstructure, and PCB dust resulting from remediation and removal activities) in accordance with applicable laws at the time of cessation of operation of the Airdock.

97. Within 60 days of the effective date of this Third Amended CAFO, Lockheed Martin shall provide EPA and the Port Authority evidence that Lockheed Martin has sufficient financial capability to pay for the dismantling and removing the RPM siding at the Airdock in accordance with applicable laws if and when such action becomes necessary.

In the Matter of:

Lockheed Martin Corporation
Summit County Port Authority
Third Amended Consent Agreement and Final Order
Docket No. TSCA-05-2005-0016

FOR LOCKHEED MARTIN CORPORATION:

A handwritten signature in black ink, appearing to read "Ricardo M. Perez", written over a horizontal line.

Ricardo M. Perez
Vice President & General Manager
Maritime Systems & Sensors – Akron
Lockheed Martin Corporation

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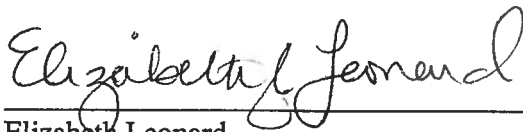
In the Matter of:

Lockheed Martin Corporation
Summit County Port Authority
Third Amended Consent Agreement and Final Order
Docket No. TSCA-05-2005-0016

FOR SUMMIT COUNTY PORT AUTHORITY



Christopher J. Burnham
President



Elizabeth Leonard
Assistant Secretary & Fiscal Officer

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In the Matter of:

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Docket No. TSCA-05-2005-0016

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

Willie A. Harris

for

Margaret M. Guerriero
Director
Land and Chemicals Division

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FINAL ORDER

The foregoing Third Amendment to the Consent Agreement and Final Order is hereby approved and incorporated by reference into this Order. Lockheed Martin and the Summit County Port Authority are hereby ordered to comply with the terms of the Consent Agreement and its Amendment, effective immediately upon filing with the Regional Hearing Clerk.

12/16/08
Date

Lynn Buhl
Lynn Buhl
Regional Administrator
U.S. Environmental Protection Agency
Region 5


CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Consent Agreement and Final Order in the resolution of the civil administrative action involving Lockheed Martin Corporation, Summit County Port Authority, was filed on December 18, 2008, with the Regional Hearing Clerk (E-13J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No. 7001 0320 0006 0183 0364.

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

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
Susan Perdomo, Counsel for Complainant/C-14J
Eric Volck, Cincinnati Finance/MWD



Frederick Brown, PTCS (LC-8J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Docket No. TSCA -05-2005-0016

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