

Recovery Act ("RCRA") facility investigation ("RFI") and a corrective measures study ("CMS").

III. DEFINITIONS

The terms used in this Consent Order, the Workplan, and any document required by this Consent Order shall have the same meaning as used in ORC Chapters 3734. and 6111. and as defined below:

- A. "Contractor" shall mean a qualified contractor retained by Respondents pursuant to this Consent Order, and any subcontractor, representative, agent, employee, or designee thereof.
- B. "Days" shall mean calendar days, including weekends and holidays.
- C. "Document" shall mean any record, report, photograph, videotape, correspondence, computer disk or tape, recorded or retrievable information of any kind, including raw data, narrative reports and any and all documentary evidence, relating to treatment, storage, or disposal, and concerning the investigation and remediation of hazardous waste or industrial waste or pollutants or other waste at the Site. "Document" shall be construed broadly to promote the effective sharing of information and views concerning the work to be done between Respondents and OEPA.
- D. "Feasibility Study" ("FS") shall mean the development, evaluation, and analysis of remedial alternatives for cleanup action conducted by Respondents in accordance with State environmental laws and this Consent Order.
- E. "Hazardous constituent or constituents" shall have the same meaning as defined in Ohio Administrative Code (OAC) Rule 3745-50-10(A).
- F. "Hazardous substances" shall have the same meaning as defined in Section

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By: Mary Carvin Date: FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) as amended, 42 USC 9601.

- G. "Hazardous waste" shall have the same meaning as defined in ORC 3734.01 (J).
- H. "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, referred to in CERCLA as the National Contingency Plan, and codified at 40 C.F.R. Part 300 (1990) (as subsequently amended).
- I. "OEPA" shall mean the Ohio Environmental Protection Agency and its designated representatives, pursuant to this Consent Order.
- J. "Party" or "Parties" shall mean Respondents and/or OEPA.
- K. "Remedial Investigation" ("RI") shall mean the investigation conducted in accordance with state environmental laws and this Consent Order by Respondents, to determine the nature and extent of the contamination at the Site, and includes the gathering of all necessary data to support the Feasibility Study.
- L. "Remedial Investigation/Feasibility Study" ("RI/FS") shall mean the Remedial Investigation and Feasibility Study together.
- M. "Respondents" shall mean Thomson Consumer Electronics, General Electric Company, and their successors, and assigns.
- N. "Site" shall mean the "facility," as defined in ORC 3734.01(N), which is located at 24200 U.S. Route 23, in Circleville, Ohio, and shall mean the entire area where treatment, storage placement, or disposal of hazardous waste and/or industrial waste and/or other waste were conducted, including any other area contaminated or threatened to be contaminated by hazardous waste and/or industrial waste and/or other

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By: Mary Carvin Date FEB 14 1994

3

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

waste migrating therefrom and shall be the area described at Section IV below, which is the subject of the work to be conducted pursuant to this Consent Order.

- O. "U.S. EPA" shall mean the United States Environmental Protection Agency.
- P. "Workplan" shall mean that document detailing the requirements for characterizing the Site in support of the Remedial Investigation and Feasibility Study. The Workplan shall include a detailed description of the proposed investigations and/or implementation activities; a time schedule for those actions; and personnel and equipment requirements. The Workplan, which includes sampling as an element, shall also include a sampling plan together with the rationale for sampling activities; locations, quantity and frequency of sampling; sampling and analytical methods; constituents for analysis; and quality control/quality assurance procedures. The required content of the Workplan is outlined in the Generic Statement of Work (SOW) for the RI/FS attached hereto and incorporated herein as Attachment A.

IV. FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS OF LAW

OEPA has determined that all findings of fact necessary for the issuance of this Consent Order, pursuant to ORC Sections 3734.13, 3734.20 and 6111.03, have been made and are outlined below. Respondents do not admit liability or any finding of fact, determination, or conclusion of law and Respondents' agreement to undertake the activities in this Consent Order shall not constitute or be construed as an admission of liability or an admission of any finding of fact, determination or conclusion of law. OEPA has determined the following:

- A. One or more of the Respondents currently and/or previously own(ed) and

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4

By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

operate(d) the Site located at 24200 U.S. Route 23, Circleville, Ohio from 1970 to date.

- B. The Site was developed as a manufacturing facility by Radio Corporation of America (RCA) in 1970. General Electric Company (GE) acquired the Site through a corporate merger with RCA in 1986. Thomson Consumer Electronics, Inc. (Thomson) acquired the Site from GE in 1987, and currently owns the Site and operates the facility thereon.
- C. From 1970 to the present, one or more of the Respondents manufactured the glass components for television picture tubes. The glass in picture tubes contains lead (Pb) which reduces the emissions of x-rays from the picture tube.
- D. Prior to 1980, water used to rinse inert abrasive and glass fines off glass picture tube components was placed into two unlined ponds (lagoons #1 and #2). This water, which contained lead, arsenic, chromium and fluoride, is referred to as cold end wastewater. Once in the pond, the abrasive and glass fines were settled out and the wastewater was discharged pursuant to authorization to the Circleville Publicly Owned Treatment Works (POTW).
- E. Solids in the lagoons were periodically pumped in a slurry to the unlined sludge disposal area (referred to as the "East Fenced Area" or "EFA"). Use of the EFA was discontinued and on September 23, 1980, OEPA was notified that use of the EFA area had been discontinued and covered with fill dirt.
- F. In 1981, two additional lagoons were built (lagoons #3 and #4) making a total of four. These unlined lagoons were constructed as part of the process of closing lagoons #1 and #2 in order to construct an on-site

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5

By: Mary Cavin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

wastewater treatment plant (WWTP).

- G. OEPA issued a National Pollution Discharge Elimination System (NPDES) permit (State # 4IN00030; Federal # OH0008745) to RCA in 1974. The NPDES permit applied to that portion of the wastewater emanating from the glass forming area (referred to as the "hot end wastewater"). The hot end wastewater was discharged through an oil skimming pond into an unnamed tributary (the "South Ditch") of the Scioto River. The South Ditch originates offsite and flows from east to west across the Site.
- H. In 1980, oil skimming equipment was installed in the oil skimming pond in order to reduce oil and grease discharges.
- I. The use of the oil skimmer was discontinued and material from the polishing pond and the oil skimmer equipment were removed in September 1990 when all plant process wastewater was directed through the WWTP.
- J. A RCRA unit known as the "hazardous waste building" and formerly as the "hazardous waste pile", was closed under 40 CFR Part 265. Thomson was able to demonstrate the equivalency of the clean closure to 40 CFR Part 264 to USEPA. OEPA received documentation to evidence clean closure on June 25, 1992.
- K. Lagoons #1 and #2 underwent RCRA closure under 40 CFR Part 265 in 1982. Lagoons #3 and #4 underwent RCRA closure under 40 CFR Part 265 in 1983. Thomson was able to demonstrate the equivalency of the clean closure to 40 CFR Part 264 to USEPA on July 31, 1990.
- L. OEPA sampled soils in the area of former lagoons #3 and #4 and the hazardous waste storage building on June 29, 1988 revealing EP Toxic levels of lead. A removal action was taken early August of 1988 by the Respondents. Respondent took samples the week of 8/8/88 revealing EP

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6

FEB 14 1994

By: Mary Carvin Date _____

OHIO EPA
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

Toxic levels of lead in soils adjacent to the area of lagoons #3 and #4 as well as the hazardous waste building. Following another soil removal effort which took place on or around 11/18/88, the Respondent submitted composite sample results for soils adjacent to the lagoons and hazardous waste building. Some samples still failed EP Toxicity for lead.

- M. Air Emissions have been regulated at the Facility throughout its history. Emission limits for lead have periodically been exceeded at the facility.
- N. Studies conducted by OEPA, DAPC in 1979 and 1989 measured lead concentration in adjacent soils. Most of the samples were taken from the Hannan Farm approximately 300 yards north of the Facility. Air emissions may have contributed to elevated levels in soils and vegetation adjacent to the Facility.
- O. The Respondents have performed sampling of the groundwater at the Site since at least 1981 pursuant to the RCRA closure requirements. The groundwater monitoring has historically revealed the presence of fluoride. Plating wastes and wash waters that were discharged to the unlined lagoons described in Finding D. contained lead, chromium, arsenic and fluoride.
- P. Preliminary investigations of the Site have already been performed by the Respondents prior to approval of the Quality Assurance Plan called for in Task 2 of the SOW. Contingent upon OEPA's approval of such previous work, Respondents may rely on the previous work as a basis for additional soil and ground water sampling when preparing the RI/FS Workplan. OEPA agrees to review the previous work when the Workplan is submitted to OEPA in accordance with this Consent Order.

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By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
REGISTERED DIRECTOR'S JOURNAL

- Q. Between June 28-30, 1988, the USEPA conducted a Screening Site Inspection at the Facility. Analytical results revealed above background concentrations of lead, arsenic and chromium in soils and in the sludge disposal pits.
- R. In June 1989, the facility submitted sampling results that would later become part of an investigation report by Dames & Moore on ditch sediments. These results revealed elevated levels of lead, arsenic and hydrocarbons in on-site ditch sediments. It is not evident that the analysis for the complete TCL/TAL was performed at this time.
- S. In February 1991, OEPA sampled the sludge disposal pits as well as a shallow drainage swale which leads to the unnamed ditch. The sample from the shallow drainage swale and one of five samples from the sludge disposal pits failed EP Toxicity for lead. Samples also contained arsenic and chromium.
- T. During the manufacturing process, hazardous waste, industrial waste and/or other wastes were generated and later deposited, spilled, leaked, discharged or otherwise disposed in various areas on the Site.
- U. Lead, chromium, arsenic, and hydrocarbons became industrial waste and/or other wastes as defined in ORC Section 6111.01 (C) and (D) respectively, and/or hazardous constituents, hazardous substances or hazardous waste as defined in Section III Paragraphs D, E and F above, when they were disposed of into the soil, air and/or waters of the State.
- V. The Site is a "facility" as that term is defined in ORC Section 3734.01(N).
- W. The discharge, deposit, injection, dumping, leaking, spilling, or placing of the industrial waste, other wastes and/or hazardous waste

into or on surface or ground waters constitutes pollution of the waters of the State, as defined at ORC Section 6111.01 (H).

- X. The discharge, deposit, injection, dumping, leaking, spilling, or placing of the industrial waste, other wastes and/or hazardous wastes into or on the soil, groundwater, and/or surface water at or from the Site constitutes a "disposal" as defined in ORC Section 3734.01 (F).
- Y. The placement and migration of the industrial waste, other wastes and/or hazardous waste into the soil, groundwater and/or surface water at or from the Site constitutes a substantial threat to public health or safety or is causing or contributing to or threatening to cause or contribute to air or water pollution or soil contamination within the meaning of ORC Section 3734.20 (B).
- Z. The Director has given consideration to the evidence related to documented activities which have occurred and or will occur at the Site. Based upon the facts as presented, the Director believes that issuance of this Consent Order is furthering the intent of the General Assembly, that OEPA will prevent, control, or abate pollution of the environment for the protection and preservation of the health, safety, welfare, and property of the people of the state.

V. COMMITMENT OF RESPONDENTS

- A. Respondents consent to and will not challenge OEPA's jurisdiction to enter and enforce this Consent Order, and do hereby agree to undertake, at their expense, all lawful and reasonable actions required by the terms and conditions of this Consent Order within the time frames specified herein, except as the provisions of Section XXI are deemed to apply to the time for performance.

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9

By: Mary Cavin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

- B. Respondents shall assume any and all liability arising from or relating to its acts or omissions in the performance of the work or its failure to perform fully or complete the work under this Consent Order.

VI. PARTIES BOUND

- A. This Consent Order shall apply to and be binding upon Respondents, their successors, and assigns. The signatories to this Consent Order certify that they are fully authorized to execute and legally bind the parties they represent to this Consent Order. Unless agreed upon by OEPA no change in ownership or corporate status of Respondents shall alter its responsibilities under this Consent Order. Respondents shall provide a copy of this Consent Order to any subsequent owner(s) or successor(s) before ownership rights are transferred.
- B. Respondents shall notify OEPA of the selection of all contractors and subcontractors, who perform work under this Consent Order. Respondents shall provide a copy of this Consent Order and all applicable sections of the Workplan to all contractors, subcontractors, and consultants who are retained to conduct any work performed under this Consent Order, according to the schedules set forth in the approved Workplan.
- C. Respondents shall require all such contractors, subcontractors, and consultants to sign an acknowledgment that they have read this Consent Order and understand that the work they are doing is necessary for Respondents to comply with this Consent Order. Notwithstanding the terms of any contract, Respondents shall be responsible for ensuring that all contractors, consultants, firms, and other persons acting for them comply with the terms of this Consent Order, as such terms may apply to them.

OHIO E.P.A.
FEB 14 94
FILED DIRECTOR'S JOURNAL

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FEB 14 1994

By: Mary Cavin Date _____

VII. ACCESS

- A. To the extent that portions of the Site or areas where work is to be performed are presently owned by parties other than Respondents, Respondents shall use their best efforts to obtain access agreements from the owner(s), including any agreements necessary to provide access to OEPA and its authorized representatives. Such efforts may include, if necessary, payment of a sum by Respondents to obtain a temporary or permanent easement to perform work on such areas. Copies of these agreements are attached to this Consent Order or will be provided to OEPA.
- B. If Respondents are unable to obtain such access, Respondents shall notify OEPA promptly in writing regarding both the lack of access agreements and the efforts to obtain such access agreements. In the event OEPA agrees that Respondents have used their best efforts, OEPA will contact the landowner(s) and consider a range of options to facilitate implementation of this Consent Order.
- C. Pursuant to any access agreements, OEPA, through its authorized representatives, shall have authority to enter all property at the Site and freely move about at all times for purposes consistent with this Consent Order, and ORC Sections 3734.20, and 6111.05, including, but not limited to: inspection of records, operating logs, and contracts related to the investigative and cleanup work at the Site; reviewing the progress of Respondents in carrying out the terms of this Consent Order; conducting such tests as OEPA or its Site Coordinator deems necessary; and verifying data submitted to OEPA by Respondents. Pursuant to Section XIII, Respondents shall permit such OEPA representatives to

inspect and request copies of all records, files, photographs, documents and other writings, including all sampling and monitoring data, which pertain to this Consent Order.

- D. Respondents and OEPA, and their respective contractors, with access to the Site and other areas where work is to be performed pursuant to this Section shall comply with all Health and Safety Plan(s).
- E. Nothing herein shall act to limit the statutory authority of OEPA to conduct inspections and gather information.

VIII. WORK TO BE PERFORMED

- A. All work to be performed by Respondents pursuant to this Consent Order shall be under the direction and supervision of a qualified environmental engineer, geologist, or other appropriate professional person with expertise in hazardous waste site investigation. Prior to the initiation of site work, the Respondents shall notify OEPA in writing regarding the name, title, and qualifications of such engineer, geologist, or other appropriate professional person and of any contractors and/or subcontractors to be used in carrying out the terms of this Consent Order.
- B. Attachment A to this Consent Order, which is incorporated into and made a part of this Consent Order, contains the Generic Statement of Work (SOW) for implementation of the complete RI/FS. The SOW is not specific to this Site, and shall be used as a general outline in developing the Site-specific Workplan.
- C. Respondents shall contact OEPA to schedule a meeting to discuss the Workplan to be submitted which will include all requirements as outlined in Task 2 of the Generic SOW, as required by this Consent Order. This

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12

By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

meeting shall take place within seven (7) days of the effective date of this Consent Order, unless otherwise agreed to by the parties.

- D. Within ninety (90) days of the effective date of this Consent Order, Respondents shall submit a draft Workplan for the implementation of the complete RI/FS at the Site. This RI/FS Workplan shall be developed in conformance with this Consent Order, the Generic SOW, state law including ORC Chapters 3734. and 6111. and the regulations promulgated thereunder, the NCP, and the most current version of the guidance documents, which are listed in Attachment B and incorporated herein. The FS portion of the RI/FS Workplan shall indicate the tasks that will be completed, provide a preliminary schedule for said tasks, and insure that the RI and FS activities are performed as an integrated process. Preparation of the Workplan and OEPA's review of the Workplan shall be consistent with the version of the guidance documents that are in effect at the time the preparation of the Workplan is initiated by Respondents. If OEPA determines that any additional guidance documents affect the work to be performed under this Consent Order, OEPA will notify Respondents and any affected Workplan shall be modified as applicable to the Site. Tasks initiated in accordance with the approved Workplan shall not be subject to any revised or additional guidance. Tasks called for in the approved Workplan, but not yet initiated, may be subject to revised or additional guidance if OEPA so determines.
- E. Should Respondents identify any inconsistencies between any of the laws, rules, or regulations which they are required to follow by this Consent Order, or any inconsistencies contained within the guidance documents (Attachment B), which will affect any of the work required this Consent

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13

FEB 14 1994

By: Mary Cavin Date _____

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

Order, Respondents shall notify OEPA in writing of each such inconsistencies and their effect on the work to be performed. Respondents shall recommend, along with a supportable rationale justifying each recommendation, the requirement which they believe should be followed. Respondents shall implement the affected work based upon OEPA's direction in resolving any inconsistencies.

- F. The draft RI/FS Workplan, any plans or reports required by this Consent Order or approved Workplan, and any Amendments or supplements to the Workplan shall be subject to review, and approval or disapproval by OEPA in accordance with the procedures set forth in Section XIV of this Consent Order.
- G. Upon approval of the RI/FS Workplan, Respondents shall implement the work detailed therein in accordance with the schedule contained in the RI/FS Workplan.
- H. The provisions of Section XV, Dispute Resolution, shall apply to Paragraph E of this Section.

IX. AMENDMENT OF THE WORKPLAN

- A. OEPA may determine that in addition to tasks defined in the approved RI/FS Workplan and any previously approved amendments, additional work may be necessary to accomplish the purpose and objectives of this Consent Order as set forth in the Statement of Purpose and SOW. OEPA may require, in a written notice, that Respondents perform this work in addition to the work required by the approved RI/FS Workplan and any previously approved amendments, if OEPA determines that such work is necessary. Respondents shall confirm their willingness to perform the work in writing and provide a proposed schedule for submitting the draft

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By: Mary Gavin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
REGISTERED DIRECTOR'S JOURNAL

Amendment to OEPA within ten (10) days of receipt of OEPA's written notice. OEPA will respond with a time frame for submitting the draft Amendment after consideration of Respondents' proposed schedule. Respondents shall implement the tasks which OEPA determines are necessary. The work shall be completed according to the standards, specifications, and schedule approved by OEPA in a written amendment to the RI/FS Workplan.

- B. If at any time during the implementation of this Consent Order, Respondents seek to perform additional work which will require an amendment of the Workplan required under this Consent Order, including changes to any schedules, Respondents shall submit a prior written request for amendment to OEPA explaining the need for and nature of the additional work or extension. OEPA shall respond in writing in a timely manner to Respondents' request and shall either approve or disapprove such request, and provide reasons for its disapproval if that is the action taken by OEPA.
- C. In the event Respondent fails to perform additional work pursuant to Paragraph A of this Section, OEPA reserves the right to conduct additional work to accomplish the purposes and objectives of this Consent Order at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief. OEPA will provide written notice to Respondents of its intent to conduct additional work.
- D. Work beyond the purposes of this Consent Order may be implemented through modification of this Consent Order in accordance with Section XXIII.
- E. The provisions of Section XV, Dispute Resolution, shall apply to

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15

By: Mary Cavin Date FEB 14 1994

DIVISION E.P.A.
FEB 14 94
RELEASED DIRECTOR'S JOURNAL

Paragraphs A and B of this Section.

X. DESIGNATED SITE COORDINATORS

- A. Respondents and OEPA shall each designate a Site Coordinator and an alternate for the purpose of overseeing the implementation of this Consent Order. To the maximum extent possible, except as specifically provided in this Consent Order, communications between Respondents and OEPA concerning the terms and conditions of this Consent Order shall be made between the designated Site Coordinators. Each designated Site Coordinator shall be responsible for assuring that all communications from the other parties are appropriately disseminated and processed. The Site Coordinators shall attempt to resolve disputes informally through good faith discussion on the technical issues.
- B. Without limitation of any authority conferred on OEPA by statutes or regulations, the OEPA Site Coordinator's authority includes, but is not limited to: (1) taking samples; (2) insuring consistency with the Workplan; (3) observing, taking photographs, recording information, including, but not limited to, the use of sound and visual recording equipment, and making such other reports on the progress of the work as deemed appropriate; (4) directing that work stop, for a period not to exceed seventy-two (72) hours, whenever the OEPA Site Coordinator determines that activities at the Site may create or exacerbate a threat to public health or welfare or the environment; (5) reviewing Documents relevant to the Consent Order.
- C. Respondents' designated Site Coordinator or alternate shall be on-site or on-call during all hours of work at the Site and shall make himself/herself available for the duration of this Consent Order. The

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16

By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
INTERIO DIRECTOR'S JOURNAL

absence of the OEPA Site Coordinator from the Site shall not be cause for stoppage of work unless otherwise provided.

- D. OEPA and Respondents each has the right to change their respective Site Coordinator. Such a change shall be accomplished by notifying the other party in writing prior to the change.

XI. REPORTING

- A. Respondents shall submit written progress reports which describe the activities which have been taken toward achieving compliance during the previous month, as well as activities which are scheduled for the next month, to OEPA by the tenth day of every month following the effective date of this Consent Order, unless otherwise designated pursuant to this Consent Order. At a minimum, these reports shall:

1. Identify the Site and activity;
2. Describe status of work at the Site and progress to date;
3. Demonstrate the percentage of work completed in accordance with the approved schedule;
4. Describe difficulties encountered during the reporting period;
5. Describe actions being taken to rectify problems;
6. Describe activities planned for the next month;
7. Identify changes in key personnel;
8. List target and actual completion dates for each element of activity, including the project completion; and
9. Provide an explanation of any deviation from the milestones in the Workplan schedules.

- B. Such progress reports and any other documents, reports, approvals, or

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By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
DELETED DIRECTOR'S JOURNAL

correspondence submitted pursuant to this Consent Order shall be sent by certified mail return receipt requested (or the equivalent) to OEPA at the following addresses (or to such other address as OEPA may hereafter designate in writing):

- (1) Ohio EPA
1800 Watermark Drive
P. O. Box 1049
Columbus, Ohio 43266-0149
ATTN: Manager, Technical and Program Support Section, Division of
Emergency and Remedial Response
- (2) Ohio EPA
Central District Office, DERR
2305 Westbrooke Drive
P.O. Box 2198
Columbus, Ohio 43266-2198
ATTN: Thomson Consumer Electronics' Site Coordinator

All correspondence to Respondents shall be directed to the following:

- (1) Thomson Consumer Electronics
24200 U.S. Route 23
Circleville, Ohio 43113-9002
ATTN: Manager, Plant Engineering, or his/her successor)
- (2) General Electric Company
Embarcadero Center West
275 Battery Street
San Francisco, California 94111
ATTN: Circleville Project Manager

C. OEPA may, at its discretion, direct that reports, plans or proposals made pursuant to this Consent Order be submitted at extended intervals or that no further reports need be submitted.

XII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. OEPA and Respondents shall make available to each other the results of sampling, tests or other data, including raw data, generated by either of them, or on their behalf, with respect to the implementation of this Consent Order.

B. Upon request of OEPA, Respondents shall submit all raw data and all

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By: Mary Carvin Date FEB 14 1994

OHIO EPA
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

original reports of analytical procedures and results to OEPA, according to the schedules set forth in the approved Workplan.

- C. Respondents may submit to OEPA any interpretive reports and written explanations concerning raw data and original laboratory reports. Such interpretive reports or explanations may not be submitted in lieu of original laboratory reports and raw data. Should Respondents subsequently discover any error in any report or raw data, Respondents shall promptly notify OEPA of such discovery and provide the correct information.
- D. At the request of OEPA, Respondents shall allow OEPA to take split samples and/or duplicates of samples collected by Respondents during the implementation of this Consent Order. Likewise, at the request of Respondents, OEPA shall allow Respondents to take split samples and/or duplicates of samples collected by OEPA related to fulfilling the purpose and objectives of this Consent Order. Respondents shall notify the OEPA Site Coordinator not less than fourteen (14) days (unless otherwise agreed between the Site Coordinators) in advance of any planned sampling proposed in the Workplan for which the OEPA Site Coordinator has indicated that (s)he may wish to obtain split or duplicate samples. Respondent shall notify the OEPA Site Coordinator as soon as possible prior to any unplanned sampling events.
- E. Respondents shall preserve, during the duration of this Consent Order and for a minimum of ten (10) years after its termination, copies of all records and documents within its possession or that of its divisions, employees, agents, accountants, or contractors which relate to work performed under this Consent Order. Respondents shall notify OEPA of

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19

By: Mary Gavin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

their intention to destroy documents within thirty (30) days prior to the destruction of any such documents required to be kept pursuant to this Section after the ten (10) year period has expired. Upon request by OEPA, Respondents shall make available to OEPA such records or copies of any such records.

XIII. CONFIDENTIAL INFORMATION

- A. Respondents reserve any rights they may have pursuant to law to claim that they may withhold from disclosure those documents protected by attorney-client communication or attorney work product privilege. Respondents shall not withhold as privileged any analytical data or technical documents that are created, generated, or collected pursuant to the requirements of this Consent Order, regardless of whether the document has been generated in the form of attorney-client communication or other generally privileged manner.
- B. Respondents may assert a claim of business confidentiality covering the information requested by this Consent Order, except for analytical data, pursuant to Ohio Administrative Code (OAC) Rule 3745-50-30(A) and ORC 6111.05(A). If no such claim accompanies the information when it is submitted to OEPA, it may be made available to the public by the OEPA without further notice to Respondents.

XIV. REVIEW OF SUBMITTALS

- A. Respondents shall provide all documents required by the Consent Order in accordance with the schedule contained in the Workplan.
- B. OEPA agrees to review and approve or disapprove each document specified in the Consent Order requiring OEPA approval. Documents which are submitted in sections or which form the basis for a more extensive

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By: Mary Carvin Date _____

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

final required submittal shall be reviewed when the final completed document is submitted to OEPA unless otherwise agreed to by OEPA. In the event Respondents are notified that a document is disapproved in whole or in part, OEPA shall include a statement in the notification as to the changes, deletions, or additions which shall be made to the document prior to approval, and an explanation as to why such changes, deletions, or additions are necessary. Respondents shall confirm their willingness to comply within ten (10) days of receipt of OEPA notification requiring changes, deletions, or additions. Respondents shall amend and submit to OEPA a revised document, correcting the deficiencies and incorporating all of the required changes, deletions, or additions within 30 days of receipt of the OEPA notification requiring changes. Should the 30 days specified above be insufficient time for completing revisions, Respondents may request additional time from OEPA. Such requests to be subject to the approval of OEPA.

- C. In the event such changes, deletions, or additions delay the time schedules set forth in the Workplan, schedules may be adjusted accordingly upon agreement of the parties. Such agreement will not be unreasonably withheld by OEPA, and such delay shall not be considered a violation of this Consent Order. The period for performance of only those activities contingent on completion of OEPA document review shall be extended, if needed, upon agreement of the parties, or as resolved pursuant to Section XV.
- D. In the event of subsequent disapproval of any revised document, failure to submit a document, or submittal of a document found to be wholly inadequate, OEPA retains the right to terminate this Consent Order, to

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By: Mary Cavin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

perform additional studies or remediation, to conduct a complete or partial RI/FS, and enforce the terms of this Consent Order, or any combination of all of the above. OEPA shall provide written notification to Respondents of OEPA's intent to consider initiation of any or all remedies available to it.

- E. The provisions of Section XV, Dispute Resolution, shall apply to this Section.

XV. DISPUTE RESOLUTION

- A. Unless it is expressly noted that a particular Section of this Consent Order is subject to the provisions of this Section, the dispute resolution process does not apply.
- B. The Site Coordinators shall, whenever possible, operate by consensus. In the event that there is a disagreement about the adequacy or disapproval of any report, or disagreement about the conduct of the work performed under this Consent Order or Workplan, or modified or additional work or schedules required under this Consent Order, the Site Coordinators shall have seven (7) days to negotiate in good faith in an attempt to resolve the differences.
- C. In the event that the Site Coordinators are unable to reach consensus on the disapproval or disagreement in seven (7) days, then each Site Coordinator shall reduce his/her position to writing within seven (7) days of the end of the good faith negotiations referenced above. This writing shall contain a detailed description of the basis for the dispute. Those written positions shall be immediately exchanged by the Site Coordinators. Following the exchange of written positions, the parties shall have an additional seven (7) days to resolve their

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official document as filed in the records of the Ohio
Environmental Protection Agency.

By: Mary Cavin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

differences. During this seven (7) day period, the Respondents shall have the opportunity to discuss resolution of the dispute with the District Office Supervisor or her/his designee, Division or Emergency and Remedial Response. If the dispute is still not resolved at the end of the seven (7) days, the matter may be referred to the Chief, Division or Emergency and Remedial Response, for final resolution. If OEPA concurs with the position of Respondents, OEPA will approve amendments to the Workplan or the Consent Order will be modified to include necessary extensions of time or variances of required work.

- D. If OEPA does not concur with the position of Respondents, OEPA will resolve the dispute based upon and consistent with the Consent Order, the Workplan, and ORC Sections 6111.03(H), 3734.20 and the regulations promulgated thereunder and any other appropriate state or federal law. The pendency of dispute resolution set forth in this Section shall not affect the time period for completion of work to be performed under this Consent Order or the Workplan, except that upon mutual agreement of the parties, any time may be extended as appropriate under the circumstances. Such agreement will not be unreasonably withheld by OEPA. Elements of work not affected by the dispute will be completed in accordance with the schedules contained in the Workplan.
- E. If, after resolution of dispute involving technical matters in accordance with Paragraph D., above, and if the dispute involves \$50,000 or more in costs that Respondents do not believe need to be incurred in order to fulfil the purposes of this Consent Order, at the written request of the Respondents the matter shall be referred to technical mediation as provided in paragraph F., below. Such written notice must

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By: Mary Carvin Date _____

23
OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

be received by OEPA no more than ten (10) days after the resolution of the dispute in accordance with paragraph D., above.

F. Technical mediation shall be conducted as follows: Within seven (7) days of receiving notice of mediation pursuant to paragraph E., above, OEPA shall select a mediator from the mediation panel that shall be formed as described in paragraph G., below, and shall notify Respondents of that choice. Initial contact with the mediator shall be made by OEPA and Respondents together in a telephone conference call. Within fourteen (14) days after initial contact with the mediator, OEPA and Respondents shall meet with the technical mediator and present to him/her the issue(s) in dispute and their recommended resolutions of such issue(s). Such presentations may be oral or written, or a combination thereof. At that meeting, or any subsequent meeting within the fourteen day period which may be held in person or on the telephone, the technical mediator shall attempt to help the Parties reach consensus on the issue(s). The mediator may meet with OEPA or Respondents individually, if the mediator believes that will assist in reaching consensus. If at the end of fourteen days, no consensus has been reached, OEPA will resolve the dispute based upon and consistent with the Consent Order, the Workplan, and ORC Sections 6111.03(H), 3734.20 and the regulations promulgated thereunder and any other appropriate state or federal law, as described in paragraph D., above.

G. Within sixty (60) days after the effective date of this Consent Order, and no later than January 30th of each subsequent calendar year this Consent Order is in effect, OEPA and Respondents together shall each propose the names of six (6) individuals to serve as technical mediator.

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24

FEB 14 1994

By: Mary Carvin Date _____

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

Mediator candidates shall have appropriate environmental experience and shall have been trained in mediation and/or alternative dispute resolution. Within that sixty day period, Respondents and OEPA shall meet in person or by telephone to discuss the mediator candidates, and shall agree on a final panel of at least eight (8) candidates to serve as the list from which a mediator will be selected in the event of a dispute.

XVI. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

- A. Upon termination of this Consent Order pursuant to Section XXIV. and satisfaction of Respondents' cost reimbursement obligations pursuant to Section XXII., OEPA covenants not to refer to the Ohio Attorney General or to U.S. EPA, or to take administrative action against Respondents, seeking to require Respondents to perform an RI/FS in connection with any contamination investigated or addressed under this Consent Order at the Site, to require the Respondents to perform an RCRA Facility Assessment ("RFA"), RFI, or CMS at the facility pursuant to section 3008(h) of RCRA for the contamination investigated or addressed by this Consent Order, or to recover additional costs incurred by OEPA prior to the date of termination. Respondents are not released for other liability and nothing in this Section shall prevent OEPA from requiring remedial action at the Site.
- B. Except as otherwise provided herein, OEPA reserves the right to take any action pursuant to any available legal authority, including, but not limited to the right to seek injunctive relief, monetary penalties, recovery of oversight and response costs, natural resources damages, and punitive damages for any violation of this Consent Order or state or

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By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

federal laws or regulations, or common law arising from or related to events or conditions at the Site. Respondents reserve the right to defend any such proceeding in accordance with applicable law.

- C. Except as otherwise provided in Section V above, Respondents and OEPA expressly reserve all rights and defenses that they may have, including OEPA's right both to disapprove any work performed by Respondents and to request that Respondents perform tasks in addition to those detailed in the RI/FS Workplan, including RI work and/or engineering evaluation necessary to conform with the purpose and objectives of this Consent Order. In the event that Respondents decline to perform the work or decline to perform any additional and/or modified tasks, OEPA will have the right to undertake any remedial investigation, feasibility study work, and/or remedial action. In addition, OEPA reserves the right to undertake removal actions and/or remedial actions in accordance with ORC Sections 3734.20 through 3734.26, or Section 107 of CERCLA, or any applicable law. In any event, OEPA reserves the right to seek reimbursement from Respondents thereafter for such costs incurred by the State of Ohio. Respondents reserve the right to defend any such proceeding in accordance with applicable law.
- D. Nothing herein shall waive the right of OEPA to enforce this Consent Order under any applicable legal authority.
- E. Informal advice, guidance, suggestions or comments by OEPA regarding reports, plans, specifications, schedules or any other writings submitted by Respondents shall not relieve Respondents of their obligation to obtain such formal approval as may be required by this Consent Order.

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26

By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

XVII. OTHER CLAIMS

Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity against any person or entity not a signatory to this Consent Order from any liability arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous wastes, hazardous substances, industrial wastes, other wastes, or pollutants at, to or from the Site. Except as otherwise provided herein, the parties to this Consent Order expressly reserve all rights (including any right to contribution or indemnity possessed by Respondents against any other parties who may be responsible for actual or threatened releases at the Site), claims, demands, and causes of action they have or may have against any and all other persons and entities not parties to this Consent Order.

XVIII. DEED NOTICE, LAND USE AND CONVEYANCE OF TITLE

Respondents shall assure that no portion of the Site which is owned by them will be used in any manner which would adversely affect the integrity of any containment which may remain at the Site or monitoring systems installed pursuant to this Consent Order. Respondents shall notify OEPA by registered mail at least ninety (90) days prior to any conveyance or an intent to convey any interest in land which is known to comprise the Site and of the provision made for continued maintenance of the system(s). Respondents shall assure that an appropriate notice shall be put in the deed as to the condition of the property. The notice shall first be approved by the OEPA.

XIX. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, state,

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27

By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
RECORDED DIRECTOR'S JOURNAL

and federal laws and regulations including all environmental laws and regulations.

XX. INDEMNITY

- A. Respondents agree to indemnify, save, and hold harmless OEPA from any and all claims or causes of action arising from or related to events or conditions at the Site. OEPA shall not be considered a party to and shall not be held liable under any contract entered into by Respondents in carrying out the activities pursuant to this Consent Order. Consistent with federal, state and common law, nothing in this Consent Order shall render Respondents liable for any act or omission of OEPA.
- B. OEPA agrees to provide notice to Respondents within thirty (30) days of receipt of any claim which may be the subject of the indemnity in Paragraph A. above, and to cooperate with Respondents in the defense of any such claim or action against OEPA.

XXI. UNAVOIDABLE DELAYS

- A. Respondents shall cause all work to be performed within the agreed time schedules provided for in this Consent Order and the Workplan, unless any such performance is prevented or delayed by an event which constitutes an unavoidable delay. For purposes of this Consent Order, an "unavoidable delay" shall mean any event(s) beyond the control of Respondents which prevents or delays performance of any obligation required by this Consent Order and which could not be overcome by due diligence on the part of Respondents. Increased costs of compliance shall not be considered circumstances beyond the control of Respondents.
- B. Respondents shall notify OEPA in writing no later than fourteen (14) days after discovery of the occurrence of any event which Respondents

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28

By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

contend is an unavoidable delay. Such written notification shall describe the anticipated length of the delay, the cause(s) of the delay, the measures taken and/or to be taken by Respondents to minimize the delay, and the timetable under which these measures will be implemented. Respondents shall have the burden of demonstrating that the event(s) constitute(s) an unavoidable delay, and OEPA shall make any determination with regard to such a claim.

- C. In the event that OEPA agrees that an unavoidable delay has occurred, this Consent Order, including incorporated documents and any affected schedules thereunder, may be modified if the unavoidable delay affects such schedules. Such agreement to modify schedules and/or documents shall not be unreasonably withheld by OEPA.
- D. The provisions of Section XV, Dispute Resolution, shall apply to this Section.

XXII. REIMBURSEMENT OF COSTS

- A. Respondents shall reimburse OEPA for all oversight costs and response costs incurred by OEPA in connection with this Consent Order from the effective date hereof. Respondents shall also reimburse OEPA for all costs incurred by OEPA in connection with this Site prior to the effective date of this Consent Order. Such costs through December 31, 1992 total \$13,232.78, and Respondents agree to pay that total within forty-five days of the effective date of this Consent Order, in the manner described below. Costs after December 31, 1992 and before the effective date of this Consent Order shall be included in the first itemized billing statement sent by OEPA, as described below. Within sixty (60) days of the end of each calendar year, OEPA will submit to

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29

By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

Respondents an itemized statement of such costs of OEPA for the previous year. Payment shall be due and owing upon receipt of the itemized statement from OEPA. Respondents shall pay within forty-five (45) days such sums as follows: payment to OEPA shall be made by check payable to "Treasurer, State of Ohio" and shall be forwarded to Fiscal Officer, Division of Emergency and Remedial Response, P. O. Box 1049, 1800 Watermark Drive, Columbus, Ohio 43266-0149.

- B. A copy of the transmittal letter and a photocopy of the check shall be sent to the Site Coordinator.
- C. A copy of the transmittal letter and a photocopy of the check shall be sent to Counsel for Director of Environmental Protection, Ohio EPA, at the address above.
- D. In the event that Respondents fail to complete the RI/FS in compliance with the terms of this Consent Order, OEPA reserves its right to bring an action against Respondents to enforce this Order for recovery of past response costs in connection with the Site and any costs incurred in oversight of Respondents' implementation of this Consent Order (which are not paid pursuant to Paragraph A of this Section) and all costs associated with OEPA's performance of the RI/FS or any part thereof. Nothing in this Consent Order shall be construed as a waiver of any right that OEPA may have to seek reimbursement of any response costs from any person not a party hereto.
- E. The provisions of Section XV, Dispute Resolution, shall apply to the itemized statements prepared in accordance with Paragraph A of this Section.

XXIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

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30

By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

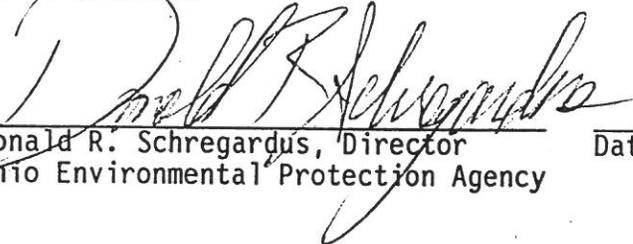
OF CONSENT ORDER

- A. The effective date of this Consent Order shall be the date on which it is entered in the Journal of the Director of OEPA.
- B. This Consent Order may be modified by mutual agreement of the Parties. Modifications shall be in writing and shall be effective on the date the modification is entered in the Journal of the Director of OEPA.
- C. Any reports, plans, specifications, schedules, and attachments and amendments required by this Consent Order are, upon approval by OEPA, incorporated into and made an enforceable part of this Consent Order.
- D. Counsel for the Director of the OEPA agrees to notify Respondent by telephone and by certified mail of any entry in the Journal of the Director of the OEPA which is related to this Consent Order.

XXIV. TERMINATION AND SATISFACTION

The provisions of this Consent Order shall be terminated when Respondents demonstrate in writing and certify to OEPA's satisfaction all activities required under this Consent Order (including any additional tasks which OEPA determined to be necessary in accordance with the provisions of this Consent Order and payment of oversight costs) have been completed and OEPA approves such certification in writing. This notice shall not, however, terminate the obligation of Respondents to comply with Sections XII, and XVI (record preservation and reservation of rights).

IT IS SO ORDERED.

By:  Date FEB 14 1994
Donald R. Schregardus, Director
Ohio Environmental Protection Agency

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By: Mary Carvin Date FEB 14 1994

OHIO E.P.A.
FEB 14 94
ENTERED DIRECTOR'S JOURNAL

In the matter of the RCA/Thomson Site:

XXV. WAIVER

In order to resolve disputed claims, without admission of fact, violation or liability, Respondent agrees that this Consent Order is lawful and reasonable, and agrees to perform all actions required by this Consent Order.

Respondent hereby waives the right to appeal the issuance, terms and service of this Consent Order and hereby waives any and all rights they may have to seek judicial review of such Consent Order either in law or equity.

Notwithstanding the preceding, OEPA and Respondent agree that in the event that this Consent Order is appealed by any other party to the Environmental Board of Review, or any court, Respondent retains the right to intervene and participate in such appeal. In such event, Respondent shall continue to comply with this Consent Order notwithstanding such appeal and intervention unless such Consent Order is stayed, vacated or modified.

IT IS SO AGREED:

By Thomson Consumer Electronics:

Robert K. Lorich
(Signature)

1/13/94
Date

ROBERT K. LORICH
Typed or printed name

VICE PRESIDENT
Title

OHIO ENVIRONMENTAL PROTECTION AGENCY:

Donald R. Schregardus
Donald R. Schregardus, Director

FEB 14 1994
Date

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By: Mary Carvin Date FEB 14 1994

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IT IS SO AGREED:

By General Electric Company:



(Signature)

1/14/94

Date

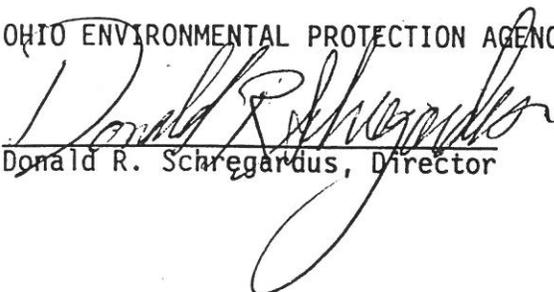
ROBERT W. FRANTZ

Typed or printed name

MGR + COUNSEL - ENVIRONMENTAL REMEDIATION PROGRAM

Title

OHIO ENVIRONMENTAL PROTECTION AGENCY:



Donald R. Schregardus, Director

FEB 14 1994

Date

33

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By: Mary Carvin

FEB 14 1994
Date