

IN THE COURT OF COMMON PLEAS
PUTNAM COUNTY, OHIO

STATE OF OHIO, ex rel.
ANTHONY J. CELEBREZZE, JR.
ATTORNEY GENERAL OF OHIO,

Plaintiff,

vs.

PHILIPS DISPLAY COMPONENTS
CO., A DIVISION OF
NORTH AMERICAN PHILIPS CORP.,
FKA PHILIPS ECG, INC.

Defendant.

: CASE NO. 87-180

: JUDGE RANDALL BASINGER

: CONSENT DECREE

The Plaintiff, State of Ohio, ex rel. Anthony J. Celebrezze, Jr., Attorney General of Ohio ("State" or "Plaintiff"), having filed the Complaint in this action against the Defendant, Philips ECG, Inc. ("Philips" or "Defendant"), to enforce the State of Ohio's Hazardous Waste statutes and rules concerning Defendant's transportation and disposal of waste at the Putnam County Landfill, located at 11508 Township Road H-11, Ottawa, Ohio 45875 (hereinafter the "Putnam County Landfill"), and concerning the operation of Defendant's facility located at 700 North Pratt Street, Ottawa, Ohio (hereinafter the "Facility"), and Plaintiff and Defendant having consented to entry of this Decree;

THEREFORE, before the taking of any testimony or other evidence, upon the pleadings, upon the consent of the parties hereto, without any admission of liability or of fact or law, and

pursuant to order of the Court, it is hereby ordered, adjudged and decreed as follows:

I. JURISDICTION AND VENUE

The Court has jurisdiction over the parties and the subject matter of this case. The Complaint states a claim upon which relief can be granted against Defendant under Chapter 3734. of the Ohio Revised Code and regulations promulgated thereunder.

II. CONTINUING JURISDICTION

This Court shall retain jurisdiction of this case for the purpose of overseeing the action performed under this Consent Decree. This Consent Decree shall terminate upon completion of Defendant's obligations hereunder, which shall constitute full satisfaction of the within decree.

III. SATISFACTION OF CLAIMS AND EFFECT UPON OTHER ACTIONS

Compliance with the terms of this Consent Decree shall constitute full satisfaction of any civil or administrative liability of Defendant, its predecessor, Philips ECG, Inc. and their successors and assigns and their officers, employees, and former officers and employees to the Plaintiff for all matters alleged in the Complaint herein and for all other violations of O.R.C. Chapter 3734 relating to the Putnam County landfill and the Facility of which Plaintiff has knowledge. Plaintiff has alleged in the complaint all such violations of ORC Chapter 3734 of which he has knowledge. For actions beyond the terms and scope of the Complaint and this Consent Decree, the Plaintiff reserves the right to take any enforcement action pursuant to any available legal authority, including the right to seek injunctive

relief and monetary penalties. Compliance with the terms of this Consent Decree does not discharge any liability under the federal comprehensive Response, Compensation and Liability Act, 42 USC §9601 et seq., or ORC §3734.20 et seq. for remedial action that may be later determined to be necessary at or around the Putnam County Landfill. This Consent Decree shall not be construed so as to preclude the State of Ohio or its agencies from seeking any form of relief against Defendant as a result of its operation of facilities other than this Facility or its use of landfills other than the Putnam County Landfill, regardless of when the violation occurred, nor shall this Consent Decree bar the State of Ohio from bringing any action against the Defendant for violations, whether at this Facility or the Putnam County Landfill or at another facility or another landfill, other than the hazardous waste-related violations described in the Complaint and other than violations of O.R.C. Chapter 3734 specifically discharged herein, regardless of when the violations occurred. Nothing herein shall be construed to limit the authority of the State of Ohio to undertake any action against any person, including the Defendant, to eliminate or mitigate conditions arising after the date hereof which may present an imminent endangerment to the public health, welfare or the environment.

IV. CREDIT PROJECT COMPLIANCE PROGRAM AND SCHEDULE

Any submission to the Ohio EPA as required by this Consent Decree shall be delivered to:

1. Ohio EPA
Northwest District Office
1035 Devlac Grove Drive
Bowling Green, Ohio 43402
Attn: Jeffrey Steers
2. Ohio EPA
Division of Solid and Hazardous Waste Management
P. O. Box 1049
1800 WaterMark Drive
Columbus, Ohio 43266-0149
Attn: Michael Savage

Any submission to the Ohio Attorney General as required
by this Consent Decree shall be delivered to:

Paul D. Hancock
Assistant Attorney General
Environmental Enforcement Section
30 East Broad Street
Columbus, Ohio 43266-0410

Any notification to the Defendant under this Consent
Decree shall be made to:

William Rupert, Environmental Manager
Philips Display Components Co.
700 North Pratt Street
Ottawa, Ohio 45875

with copies to:

James F. Allen
Squire, Sanders & Dempsey
155 East Broad Street
Columbus, Ohio 43215

David W. Fisher
North American Philips Corp.
100 East 42nd Street
New York, New York 10017

CREDIT PROJECT

- 1) The Defendant is ordered, within thirty (30) days
of the Court's approval of this Consent Decree, to pay
the sum of \$8,375.00 to Putnam County, for the sole

purpose of conducting groundwater monitoring at the Putnam County Landfill, and to provide documentation to the Ohio EPA and the Attorney General of Ohio (at the addresses provided above) that the payment was made. Before entry hereof, the parties shall have obtained the commitment in form satisfactory to both parties, for Putnam County to use such funds for implementation of a groundwater monitoring program at the Putnam County Landfill. If the sum of \$8,375.00 plus accrued interest, if any, is not used for groundwater monitoring at the Putnam County Landfill under this Consent Decree within two years from the Court's approval of this Consent Decree, the \$8,375.00 plus accrued interest, if any, shall be paid to the Ohio Attorney General, for deposit into the Hazardous Waste (623) Account or its equivalent.

CLOSURE REQUIREMENTS

2) The Defendant is ordered, within ninety (90) days of the Court's approval of this Consent Decree, unless Ohio EPA otherwise approves in writing a longer period of time, to submit a revised closure plan to the Ohio EPA for all hazardous waste units at its facility pursuant to OAC Chapter 3745-66. The revised closure plan will include a two-year post-closure groundwater monitoring program for the sludge drying beds provided that Defendant completes a clean closure of the sludge drying beds. The following parameters will be monitored:

pH (field)
specific conductance (field)
Total Organic Carbon
Total Organic Halogens
Chloride
Flouride
Sulfate
Phenols
Iron
Lead
Manganese
Sodium

The revised closure plan will address any need for groundwater monitoring at the other units covered by the closure plan, as well as at the sludge drying beds, in the event that these units will not be "clean closed". After review, Ohio EPA shall provide its comments, if any, on the revised closure plan to Defendant.

Defendant shall have 30 days to submit its response, in the form of an amended revised closure plan, to Ohio EPA. The parties shall use their best efforts to informally resolve any remaining differences over the content of the revised closure plan. Any dispute concerning the adequacy of the revised closure plan which the parties cannot resolve will be resolved by the

Court. The approval or disapproval of the revised closure plan by Ohio EPA shall be upheld unless Defendant can demonstrate, by a preponderance of the evidence, that such approval or disapproval is unlawful or unreasonable.

3) Defendant will complete closure of its hazardous waste units in accordance with the terms of the revised closure plan as approved by Ohio EPA.

4) Nothing herein precludes Defendant from seeking a further revision to its closure plan in accordance with Ohio EPA rules and policy.

5) In the event that the revised closure plan does not provide for "clean closure" of all hazardous waste units by removal of all hazardous wastes, or in the event that, during closure, Defendant determines it cannot or will not complete clean closure as specified in the revised closure plan, the Defendant shall, within 30 days of submitting its revised closure plan or Defendant's determination that it cannot or will not complete "clean closure", as applicable, do the following and provide written documentation to the Ohio EPA that such activity was completed:

a) Establish financial assurance for closure, in conformity with O.A.C. §3745-66-43, for the remaining hazardous waste unit(s) at the Facility, which are not or cannot be "clean closed" as defined above.

- b) Demonstrate financial responsibility for sudden and non-sudden accidental occurrences, in conformity with O.A.C. Rule 3745-66-47, for all hazardous waste units at the Facility which are not or cannot be "clean closed".

GROUNDWATER MONITORING

- 6) Defendant has established a groundwater monitoring network to detect potential release of contaminants from its sludge drying beds.

The parties have agreed upon the changes needed to Defendant's groundwater monitoring system for the sludge drying beds. These changes are described in Exhibit A hereto. Defendant submitted the Work Plan to Ohio EPA as described in Exhibit A on March 22, 1988. Upon approval by Ohio EPA, the Defendant is ordered to implement the Work Plan as detailed in the approved submittal. If Ohio EPA objects to any provision in the proposed Work Plan, the parties shall use their best efforts to resolve their differences informally.

INCINERATOR CLOSURE

- 7) The Defendant has submitted documentation to the Ohio EPA that the incinerator, operated at the facility until on or about 1982 has been dismantled and removed for scrap. Closure of the incinerator area will be covered by the Closure Plan, ¶2) above.

V. TERMS OF THE DECREE AND PERSONS TO WHOM
CONSENT DECREE APPLICABLE

All provisions of this Consent Decree shall apply to and be binding upon the parties to this action, their assigns and successors in interest, the parties' officers, directors, agents, agencies, servants, and employees. Defendant shall provide copies of this Decree to all contractors or consultants performing any work called for by this Decree.

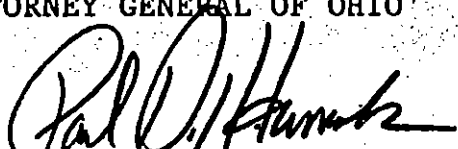
VI. COURT COSTS

Defendant shall pay the court costs of this action as of the date of entry hereof.

Randall Basinger (signed)
RANDALL BASINGER, JUDGE
COURT OF COMMON PLEAS


ANTHONY J. CELEBREZZE, JR.
ATTORNEY GENERAL OF OHIO

BY:


PAUL D. HANCOCK
TIMOTHY KERN
Assistant Attorneys General
Environmental Enforcement
Section
30 East Broad Street
17th Floor
Columbus, Ohio 43266-0410
(614) 466-2766

PHILIPS DISPLAY COMPONENTS
CO., A DIVISION OF NORTH
AMERICAN PHILIPS CORP., FKA
PHILIPS EGG, INC.

BY:


JAMES F. ALLEN
Squire, Sanders & Dempsey
155 East Broad Street
Columbus, Ohio 43215
(614) 224-0922
Counsel for Defendant

1988 MAY - 2 PM 9: 26
RANDALL J. MILLER, CLERK
COURT OF COMMON PLEAS
COLUMBUS, OHIO

EXHIBIT A

Philips ECG

Philips ECG, Inc.
50 Johnston Street
Seneca Falls NY 13155
(315) 568-5881

RECEIVED

MAR 7 1988

J. F. A.

February 29, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jeffrey Steers
Ohio Environmental Protection Agency
1035 Devlac Grove Drive
Bowling Green, OH 43402

Re: Philips Display Components Company
Summary of February 24, 1988 Technical Meeting

Dear Mr. Steers:

I have been advised that a technical understanding was reached at the meeting on February 24, 1988 between the Ohio Environmental Protection Agency ("OEPA") and representatives of Philips Display Components Company ("Philips") with respect to the ground water monitoring program at Philips' Ottawa, Ohio facility. As you are no doubt aware, the Ohio Attorney's General office, at the insistence of OEPA, initiated an enforcement action against Philips alleging various environmental violations including those regarding Philips' ground water program. Any understanding and its implementation reached between OEPA and Philips with respect to ground water must be included in any Consent Decree executed between the parties in connection with the pending enforcement action.

In general, OEPA expressed three concerns with respect to Philips' ground water program, as follows:

1. Adequately defining the uppermost aquifer;
2. Determining an adequate number of monitoring wells;
and
3. Miscellaneous concerns expressed in correspondence between the parties.

With respect to items No. 1 and 2 above, it was agreed that the number of wells contained within the Philips ground water program was adequate, although Well No. 3 may be

perforated too deep, thus missing a shallower water bearing zone present in the other three monitoring wells. Philips agreed to prepare and submit a work plan and a schedule for implementation to address an evaluation of the potential inadequacy, which would be submitted to OEPA for approval prior to implementation.

The work plan and schedule for implementation addressing items No. 1 and 2 above would include the following:

1. Scope of work to be conducted:

- a) Drill an approximately 30 foot borehole in the vicinity of the existing MW-3. Sample continuously and log the hole, with emphasis being placed on identifying a shallower waterbearing zone than found in MW-3 and consistent with zones sampled in the other monitoring wells;
- b) Drill a similar borehole in the vicinity of MW-1 to establish lithology in the shallow soils beneath the regulated unit; and
- c) Should a shallower waterbearing zone be encountered near MW-3, a monitoring well will be constructed to sample that zone.

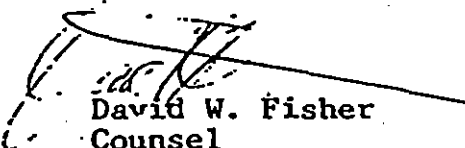
2. Specifics to be included in the work plan:

- a) Scope of work and time schedule;
- b) General well construction;
- c) Submission of well log to ODNR per existing regulations.
- d) Discussion of sampling protocol, including parameters and frequency of sampling; and
- e) Discussion of new analyses should a new MW-3 well be constructed, which will be incorporated into the existing data record to comply with RCRA requirements.

In the event that a shallower aquifer is not found, further discussions shall take place with OEPA, and Philips will provide OEPA with data and recommendations for further study.

With respect to item No. 3 above, the remaining items require clarification in or modification of existing documents like the Closure Plan, the QA/QC Document, and/or the SAP. Philips anticipates modifying these documents in the near future, and will provide OEPA with these changes as they become available. Both parties anticipate reaching a satisfactory resolution of these remaining issues.

Very truly yours,



David W. Fisher
Counsel

DWF:ms

cc: J. Allen
E. Chase
Dr. A. Shuckrow