

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

Valley Crest

In the Matter of:

AT&T GLOBAL INFORMATION
SOLUTIONS COMPANY
1770 S PATTERSON BLVD
DAYTON OH 45479

CARGILL INCORPORATED
3201 NEEDMORE ROAD
DAYTON OH 45413

DAYTON WALTHER CORPORATION
c/o KELSEY-HAYES
GROUP OF COMPANIES
11878 HUBBARD DRIVE
LIVONIA, MI 48150

DURIRON COMPANY, INC.
PO BOX 8820
DAYTON OH 45404

GENERAL MOTORS CORP
NEW CENTER ONE BLDG.
3031 WEST GRAND BLVD
PO BOX 33122
DETROIT MI 48232

PEERLESS TRANSPORTATION COMPANY
1440 MIAMI CHAPEL ROAD
DAYTON OH 45402

STANDARD REGISTER COMPANY
600 ALBANY STREET
DAYTON OH 45401-1167

Respondents

DIRECTOR'S
FINAL FINDINGS & ORDERS

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

By: Mary Carvin Date JAN 31 1995

PREAMBLE

It is hereby agreed to by and among the Parties as follows:

I. JURISDICTION

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DIRECTOR'S OFFICE

1. These Director's Final Findings and Orders are issued pursuant to the authority vested in the Director of the Ohio EPA under Sections 3734.13, 3734.20, 6111.03, and 3745.01 of the Ohio Revised Code and Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. 9604. Respondents consent to and agree not to contest Ohio EPA's jurisdiction to issue and enforce these Orders in this matter.

II. PARTIES BOUND

2. These Orders shall apply to and be binding upon Respondents and their respective successors and assigns.

3. No change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal property shall in any way alter Respondents' obligations under these Orders.

4. Respondents shall provide a copy of these Orders to all contractors, subcontractors, laboratories and consultants retained to perform any portion of the Work performed pursuant to these Orders. Respondents shall ensure that all contractors, subcontractors, laboratories and consultants retained to perform Work pursuant to these Orders comply with the provisions of these Orders.

5. The signatories to these Orders certify that they are fully authorized to execute and legally bind the Party they represent.

III. DEFINITIONS

6. Unless otherwise expressly provided herein, terms used in these Orders or in any appendices shall have the same meaning as used in Chapters 3734 and 6111 of the Ohio Revised Code. Whenever the terms listed below are used in these Orders or in any appendices, attached hereto and incorporated herein, the following definitions shall apply:

a. "Day" shall mean a calendar day unless expressly stated to be a business day. "Business day" shall mean a day other than a Saturday, Sunday, or State Holiday. In computing any period of time under these Orders, where the last day would fall on a Saturday, Sunday, or State Holiday, the period shall run until the close of the next business day.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et. seq.

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c. "Hazardous substances" shall mean those substances listed under Section 101(14) of CERCLA, and shall specifically include "hazardous wastes" as defined under Section 3734.01(J) of the Ohio Revised Code.

d. "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300 (1990), as amended.

e. "Ohio EPA" shall mean the Ohio Environmental Protection Agency and its designated representatives.

f. "Paragraph" shall mean a portion of these Orders identified by an arabic numeral or an upper or lower case letter.

g. "Remedial Action" ("RA") shall mean those actions as defined under section 300.5 of the NCP and as described under section 300.435 of the NCP.

h. "Remedial Design" ("RD") shall mean those activities as defined under section 300.5 of the NCP and as described under section 300.435 of the NCP.

i. "Parties" shall mean Respondents and the Ohio EPA.

j. "Remedial Investigation and Feasibility Study" ("RI/FS") shall mean those activities to be undertaken to determine the nature and extent of the contamination at the Site caused by the disposal, discharge, or release of Waste Materials and those activities to be undertaken to develop and evaluate remedial alternatives for the cleanup of the Site.

k. "Remedial Investigation and Feasibility Study Work Plan" ("RI/FS Work Plan") shall mean the document submitted by Respondents pursuant to Paragraph 12 of these Orders.

l. "Response Costs" shall mean all costs not inconsistent with the NCP including, but not limited to, payroll costs, contractor costs, travel costs, oversight costs, legal and enforcement-related costs, laboratory costs, and the costs of reviewing or developing plans, reports, and other items pursuant to these orders, verifying the Work, or otherwise implementing or enforcing these Orders.

m. "Section" shall mean a portion of these Orders identified by a roman numeral.

n. "Site" shall mean the North Sanitary Landfill Superfund site, encompassing approximately 102 acres, located at 200 Valleycrest Drive in Dayton, Montgomery County, Ohio, and depicted more particularly on the attached map as Appendix A, where the treatment, storage, and/or disposal of hazardous substances,

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and/or the discharge into waters of the state of industrial waste and/or other waste has occurred, including any other area where such hazardous substances, industrial wastes, and/or other wastes may have migrated.

o. "Statement of Work" ("SOW") means the statement of work for the implementation of the Remedial Investigation and Feasibility Study at the Site, as set forth in Appendix B to these Orders. The SOW is not specific to this Site, and shall be used as an outline in developing Site-specific work plans.

p. "Waste Material" shall mean (1) any "hazardous waste" under Section 3734.01(J) of the Ohio Revised Code; (2) any "solid waste" under Section 3734.01(E) of the Ohio Revised Code; (3) any "industrial waste" under Section 6111.01(C) of the Ohio Revised Code; (4) any "other waste" under Section 6111.01(D) of the Ohio Revised Code; and (5) any "hazardous substance" under Section 101(14) of CERCLA.

q. "Work" shall mean all Remedial Investigation and Feasibility Study (RI/FS) activities Respondents are required to perform under these Orders.

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

7. All findings of fact, determinations, and conclusions of law necessary for the issuance of these Orders have been made and are outlined below. While Respondents waive their right to appeal the issuance, terms, conditions, and service of these Orders, the Respondents, by entering into these Orders, do not admit the Findings of Fact, Determinations, and Conclusions of Law set forth below. The Director of the Ohio EPA has determined the following:

a. The North Sanitary Landfill, aka Valleycrest Landfill, is located at 200 Valleycrest Drive in Dayton, Montgomery County, Ohio and occupies approximately 102 acres. From approximately 1966 to 1975, commercial, industrial, institutional, and other wastes were disposed of at the North Sanitary Landfill, including disposal in unlined gravel pits.

b. In addition, reports indicate that spent foundry sand, flyash, baghouse dust, drums of chemicals, spent solvents, waste paints and thinners, flammable solids, brake dust, waste oils, waste chemicals, lampblack, sludge, degreasing agents, and lubricating fluids may have been disposed of at the North Sanitary Landfill.

c. The entities identified in the subparagraphs below, herein referred to as the Owners and/or Operators, have directly or indirectly allowed and/or directed the placement and disposal of hazardous substances, industrial waste, and/or other wastes at the Site.

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1.) The Keystone Gravel Company, a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio, purchased the property which comprises the main portion of the Site in 1921 and still holds title to the property. From approximately 1921 to 1970, the Keystone Gravel Company operated a sand and gravel excavation operation, which resulted in the creation of large depressions across the majority of the company's property. At various times during its ownership of the property, the Keystone Gravel Company allowed certain individuals and companies to conduct landfill operations on its property through lease agreements entered into with those individuals and companies.

2.) The United Warehouse Company, a corporation incorporated under the laws of the State of Ohio, owned Parcel number 74626, as referenced in the State of Ohio, Montgomery County Auditor's Plat Book, Book 147, Page 4. This parcel, which contains approximately 2.97 acres, abuts the land owned by the Keystone Gravel Company and is part of the Site. The United Warehouse Company leased a portion of this parcel to the Industrial Waste Disposal Company for the purpose of conducting landfill operations. United Warehouse Company sold the parcel to Mr. Samuel Whitaker on February 14, 1975.

3.) Samuel Whitaker purchased Parcel number 74626 through a land contract from the United Warehouse Company on February 14, 1975. Mr. Whitaker operated a small chrome plating business on a portion of Parcel number 74626.

4.) Mr. Whitaker entered into a land contract for the sale of Parcel number 74626 to Mr. Richard Young in October of 1991. Mr. Young currently operates a used auto and parts storage business on the property.

5.) On December 31, 1965, the Keystone Gravel Company entered into a written lease with Mr. Lewis Blaylock to operate a landfill on the Site. The term of the lease was for a period of five (5) years. In June of 1966, Mr. Blaylock assigned his lease with the Keystone Gravel Company to the North Sanitary Landfill Company, a corporation incorporated under the laws of the State of Ohio.

6.) The North Sanitary Landfill Company entered into a lease with the Keystone Gravel Company for the operation of a landfill on the Site. The term of the lease ran from July 1, 1967 to June 30, 1972. However, the North Sanitary Landfill Company continued to operate the landfill until at least 1974 through extensions to the lease with the Keystone Gravel Company.

7.) The Industrial Waste Disposal Company, a corporation incorporated under the laws of the State of Ohio,

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entered into a written lease with the United Warehouse Company, to operate a landfill on Parcel number 74626. The term of the lease ran from 1973 to a date as of yet unknown. In addition to operating a landfill on Parcel number 74626, through its relationship with the North Sanitary Landfill Company, the Industrial Waste Disposal Company operated a landfill on the Site from a date as of yet unknown until at least 1975.

8.) The Keystone Gravel Company entered into an agreement with the Peerless Transportation Company, a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio, for the operation of a landfill on a portion of the Site from approximately 1978 until 1989.

9.) The B. G. Danis Company is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio. Through its relationship with the Industrial Waste Disposal Company and the North Sanitary Landfill Company and as a result of its activities at the Site, the B.G. Danis Company operated the landfill on Site from approximately 1966 until 1975.

10.) Due to delinquency in payment of taxes on real property owed to Montgomery County, notice of foreclosure regarding the property on which the North Sanitary Landfill is located was published in the Montgomery County Daily Court Reporter on June 1, 1994. Subsequently, on September 19, 1994 a voluntary dismissal without prejudice was filed in this matter with the Common Pleas Court, Montgomery County, Ohio, Civil Division, Case No. 94-1789, and foreclosure did not proceed.

d. The entities identified in the subparagraphs below, hereinafter referred to as the Transporters, accepted hazardous substances, industrial waste and/or other wastes for transport to a disposal facility and chose to and did transport such wastes to the Site.

1.) Waste Management of Ohio, Inc. is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

2.) The Peerless Transportation Company is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

3.) The City of Dayton is a municipality in the State of Ohio.

4.) Montgomery County is a county in the State of Ohio.

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e. The entities identified in the subparagraphs below, herein referred to as the Generators, generated or produced by a manufacturing, industrial, or other process utilized and/or owned by such Generators, hazardous substances, industrial wastes, and/or other wastes. The Generators arranged either directly or indirectly for disposal and/or placed or caused to be placed hazardous substances, industrial waste and/or other wastes at the Site. Hazardous substances, industrial wastes, and/or other wastes from each of the Generators was transported to the Site.

1.) Advance Foundry Company is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

2.) Amcast Industrial Corporation is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

3.) American Lubricants is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

4.) AT&T Global Information Solutions Company is a corporation incorporated under the laws of the State of Maryland, with offices located in Dayton, Ohio.

5.) Cargill, Inc. is a corporation incorporated under the laws of the State of Delaware, licensed to do business in the State of Ohio.

6.) Children's Medical Center is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

7.) DAP, Inc. is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Tipp City, Ohio.

8.) Dayton Forging & Heat Treating Co. is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

9.) Dayton Industrial Drum is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

10.) Dayton Power and Light is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

11.) Dayton Walther Corporation is a corporation incorporated under the laws of the State of Ohio, with its

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principal place of business located in Dayton, Ohio.

12.) Duriron Company, Inc. is a corporation incorporated under the laws of the State of New York, licensed to do business in the State of Ohio.

13.) Earl Scheib of Ohio is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

14.) Enterprise Roofing & Sheet Metal Co is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

15.) Gayston Corporation is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

16.) General Motors Corporation, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in Detroit, Michigan. It operates plants in Ohio.

17.) High Tech Castings is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

18.) Hyland Machine Company, Inc. is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

19.) James River Corporation is a corporation incorporated under the laws of the State of Nevada, licensed to do business in the State of Ohio.

20.) Mazer Corporation is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

21.) Mullins Rubber Products is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

22.) Pantorium Cleaners, Inc. is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

23.) Schriber Sheet Metal is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

24.) Sherwin-Williams Company is a corporation

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incorporated under the laws of the State of Ohio.

25.) Standard Register Company is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

26.) Stolle Corporation is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

27.) Trotwood Corporation is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Trotwood, Ohio.

28.) United Parcel Service is a corporation incorporated under the laws of the State of Ohio.

29.) VanDyne Crotty, Inc. is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

30.) Williams Brothers Roofing is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in Dayton, Ohio.

f. The Site overlays a sand and gravel aquifer which has been designated as a sole-source aquifer by U.S. EPA. This aquifer provides drinking water for over 450,000 people within the City of Dayton and neighboring communities. Waste Materials may have come in direct contact with the groundwater comprising the sole-source aquifer.

g. Preliminary site assessments conducted between 1990-1993 by U.S. EPA and Ohio EPA included soil sampling and the installation of 21 groundwater monitoring wells in the aquifer below the Site. Groundwater samples were collected from U.S. EPA's monitoring wells and from residential wells that surround the Site's perimeter. Results from the groundwater samples indicated the presence of a variety of contaminants.

1.) The following subparagraphs identify a list of contaminants of concern that were discovered in the groundwater samples collected from the aquifer below the Site.

Trichloroethylene has been detected in concentrations of 6 $\mu\text{g}/\text{l}$, hereinafter referred to as micrograms of contaminant per liter of sample. The maximum contaminant level (MCL) for this chemical in a public water supply is 5 $\mu\text{g}/\text{l}$.

Total Xylene has been detected in concentrations of 580 $\mu\text{g}/\text{l}$. The MCL for this compound in a public water supply is 10,000 $\mu\text{g}/\text{l}$.

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1,2 Dichloroethane has been detected in concentrations up to 430 $\mu\text{g}/\text{l}$. The MCL for this compound in a public water supply is 5 $\mu\text{g}/\text{l}$.

Ethyl Benzene has been detected in concentrations up to 200 $\mu\text{g}/\text{l}$. The MCL for this compound in a public water supply is 700 $\mu\text{g}/\text{l}$.

1,1 Dichloroethane has been detected in concentrations up to 66 $\mu\text{g}/\text{l}$. No MCL for this compound as of yet exists.

Benzene has been detected in concentrations up to 56 $\mu\text{g}/\text{l}$. The MCL for this compound in a public water supply is 5 $\mu\text{g}/\text{l}$.

Chloroform has been detected in concentrations up to 5 $\mu\text{g}/\text{l}$. The MCL for this compound in a public water supply is 100 $\mu\text{g}/\text{l}$.

Chlorethane has been detected in concentrations up to 100 $\mu\text{g}/\text{l}$. No MCL for this compound as of yet exists.

Vinyl Chloride has been detected in concentrations up to 50 $\mu\text{g}/\text{l}$. The MCL for this compound in a public water supply is 2 $\mu\text{g}/\text{l}$.

1,1,1 Trichloroethane has been detected in concentrations up to 7 $\mu\text{g}/\text{l}$. The MCL for this compound in a public water supply is 200 $\mu\text{g}/\text{l}$.

Chlorobenzene has been detected in concentrations up to 42 $\mu\text{g}/\text{l}$. No MCL for this compound as of yet exists.

Cyanide has been detected in concentrations up to 130 $\mu\text{g}/\text{l}$. The MCL for this compound in a public water supply is 200 $\mu\text{g}/\text{l}$.

Iron has been detected in concentrations up to 9860 $\mu\text{g}/\text{l}$. The secondary maximum contaminant level for this compound in a public water supply is 300 $\mu\text{g}/\text{l}$.

2.) The following subparagraphs identify a list of contaminants that were discovered in the soil samples collected from the surface and subsurface of the site.

Fluoranthene has been detected in concentrations of 8300 $\mu\text{g}/\text{kg}$, hereinafter referred to as micrograms of contaminant per kilogram of sample.

Trichloroethene has been detected in concentrations of 8300 $\mu\text{g}/\text{kg}$.

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Aroclor 1254 has been detected in concentrations of 1300 $\mu\text{g}/\text{kg}$.

Aroclor 1248 has been detected in concentrations of 980 $\mu\text{g}/\text{kg}$.

Methylene Chloride has been detected in concentrations of 1000 $\mu\text{g}/\text{kg}$.

Acetone has been detected in concentrations of 930 $\mu\text{g}/\text{kg}$.

Total 1,2 Dichloroethene has been detected in concentrations of 370 $\mu\text{g}/\text{kg}$.

Ethyl Benzene has been detected in concentrations of 340 $\mu\text{g}/\text{kg}$.

Total Xylene has been detected in concentrations of 330 $\mu\text{g}/\text{kg}$.

Lead has been detected in concentrations of 760,000 $\mu\text{g}/\text{kg}$.

Barium has been detected in concentrations of 82,000 $\mu\text{g}/\text{kg}$.

Chromium has been detected in concentrations of 68,000 $\mu\text{g}/\text{kg}$.

Mercury has been detected in concentrations of 700 $\mu\text{g}/\text{kg}$.

Selenium has been detected in concentrations of 27,300 $\mu\text{g}/\text{kg}$.

Iron has been detected in concentrations of 4,980,000 $\mu\text{g}/\text{kg}$.

h. The Site is bordered on three (3) sides by residential homes and by industrial facilities on the remaining side. Trespassing and activities including open-dumping, the discharge of firearms, and the burning of stolen vehicles and vegetation have been recorded as occurring on the Site. As a result of vandalism and natural erosion, Waste Materials are being exposed to the surface.

i. On January 3, 1994, the Montgomery County Combined Health District (MCCHD) ordered the Keystone Gravel Company to erect a six-foot high chain-link fence with three strands of barbed wire strung across the top around the perimeter of the Keystone Gravel Company's property. The MCCHD also ordered the Keystone Gravel Company to remove all solid wastes that have been open-dumped on the property. The Keystone Gravel Company has not completely complied with the MCCHD's order.

j. U.S. EPA placed the North Sanitary Landfill, Inc. (the Site as defined in Section III, Paragraph 6.n.), on the National Priorities List by publication in the Federal Register in May of 1994.

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k. In September of 1992, U.S. EPA entered into a cooperative agreement with the Ohio EPA pursuant to Section 104 of CERCLA, 42 U.S.C. 9604. Under the terms of the cooperative agreement, the Ohio EPA is authorized to take state-lead enforcement actions at the Site.

l. Respondents are "persons" as defined under Section 3734.01(G) of the Ohio Revised Code.

m. Because of their quantity, concentration, or physical or chemical characteristics, the Director has determined that trichloroethylene, xylene, 1,2 dichloroethane, ethylbenzene, chloroethane, 1,1 dichloroethane, vinyl chloride, 1,1,1 trichloroethane, chlorobenzene, cyanide, and other contaminants found at the Site are "hazardous wastes" as defined under Section 3734.01(J) of the Ohio Revised Code.

n. The Site is a hazardous waste facility, or solid waste facility, or other location where Waste Materials including hazardous wastes were treated, stored, or disposed.

o. Conditions at the Site constitute a substantial threat to public health or safety or are causing or contributing or threatening to cause or contribute to air or water pollution or soil contamination.

p. Respondents are "persons" as defined under Section 6111.01(I) of the Ohio Revised Code.

q. Trichloroethylene, xylene, 1,2 dichloroethane, ethylbenzene, chloroethane, 1,1 dichloroethane, vinyl chloride, 1,1,1 trichloroethane, chlorobenzene, cyanide, and other contaminants found at the Site are "industrial wastes" or "other wastes" as defined under Section 6111.01 of the Ohio Revised Code.

r. The ground and surface waters contaminated at the Site are "waters of the state" as defined under Section 6111.01(H) of the Ohio Revised Code.

s. The Work required by these Orders will contribute to the prohibition or abatement of the discharge of industrial wastes and other wastes into the waters of the state.

t. In issuing these Orders, the Director has given consideration to, and based his determination on, evidence relating to the technical feasibility and economical reasonableness of complying with these Orders and to evidence relating to conditions calculated to result from compliance with these Orders, and their relation to benefits to the people of the state to be derived from such compliance.

V. GENERAL PROVISIONS

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Rv. *MARIL CAWLEY*

Date

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STATE DIRECTOR'S SIGNATURE

8. Objectives of the Parties

The objectives of the Parties in entering into these Orders are to protect public health, safety, and welfare and the environment from the disposal, discharge, or release of Waste Material at the Site through the development of a Remedial Investigation and Feasibility Study by Respondents.

9. Commitment of Respondents

Without admission of fact, violation, or liability, Respondents shall perform the Work in accordance with these Orders, including but not limited to, the SOW, relevant guidance documents, and all standards, specifications, and schedules set forth in or developed pursuant to these Orders consistent with the objectives set forth in Paragraph 8. Respondents shall also reimburse Ohio EPA for Response Costs as provided in these Orders.

10. Compliance With Law

a. All activities undertaken by Respondents pursuant to these Orders shall be performed in accordance with the requirements of all applicable federal and state laws and regulations.

b. Respondents shall perform the activities required pursuant to these Orders in a manner which is consistent with the NCP. The Ohio EPA believes that activities conducted pursuant to these Orders, if approved by the Ohio EPA, are consistent with the NCP.

c. Where any portion of the Work requires a permit or approval, Respondents shall timely submit applications and take all other actions necessary to obtain such permits or approval. These Orders are not, and shall not be construed to be, a permit issued pursuant to any statute or regulation.

VI. PERFORMANCE OF THE WORK BY RESPONDENTS

11. Supervising Contractor

All Work performed pursuant to these Orders shall be under the direction and supervision of a supervising contractor with expertise in hazardous waste site investigation and remediation. Prior to the initiation of the Work, Respondents shall notify Ohio EPA in writing of the name of the supervising contractor and any subcontractor to be used in carrying out the terms of these Orders.

12. Remedial Investigation and Feasibility Study

a. Within forty-five (45) days after the effective date of these Orders, Respondents shall submit to Ohio EPA a work plan

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Rv. Martha Cannon Date

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for implementation of the Remedial Investigation and Feasibility Study for the Site ("Remedial Investigation and Feasibility Study Work Plan or RI/FS Work Plan"). The RI/FS Work Plan shall provide for the determination of the nature and extent of the contamination of the Site caused by the disposal, discharge, and/or release of Waste Material, and for the development and evaluation of remedial alternatives for the cleanup of the Site.

b. The RI/FS Work Plan shall be developed in conformance with the SOW and the guidance documents listed in Appendix C to these Orders, attached hereto and incorporated herein. If Ohio EPA determines that any additional or revised guidance documents affect the Work to be performed in implementing the Remedial Investigation and Feasibility Study, Ohio EPA will notify Respondents, and the RI/FS Work Plan and other affected documents shall be modified accordingly. Tasks required under the approved RI/FS Work Plan, which have already been implemented, shall not be subject to any revised or additional guidance documents.

c. Ohio EPA will review the RI/FS Work Plan pursuant to the procedures set forth in Section XII, Review of Submittals. Upon approval of the RI/FS Work Plan by Ohio EPA, Respondents shall implement the RI/FS Work Plan. Respondents shall submit all plans, reports, or other deliverables required under the approved RI/FS Work Plan, in accordance with the approved schedule, for review and approval pursuant to Section XII, Review of Submittals.

d. Within fourteen (14) days of the effective date of these Orders, Respondents shall meet with the Ohio EPA to discuss the requirements of the RI/FS Work Plan.

e. Respondents shall perform the following Interim Actions in accordance with the requirements set forth in Task 3 of the SOW under the following conditions:

1.) Within thirty (30) days of the effective date of these Orders, Respondents shall submit an Interim Action work plan to the Ohio EPA for the completion of the installation of a fence at the Site. In addition to providing for the completion of fence installation, the Interim Action work plan shall set forth a schedule for routine inspection and maintenance of the fence. Upon approval of the Interim Action work plan by the Ohio EPA pursuant to Section XII, Review of Submittals, Respondents shall implement the work plan in accordance with the schedules contained therein. Ohio EPA and Respondents acknowledge that the purpose for installing the fence and maintaining its integrity is to prevent unauthorized entry onto the Site. In the event that Ohio EPA and/or Respondents determine that the fence does not deter unauthorized entry onto the Site, the Respondents shall submit for approval by the Ohio EPA within ten (10) days of such determination recommended actions designed to address such unauthorized entry. Upon approval of the recommended actions by the Ohio EPA pursuant

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to Section XII, Review of Submittals, Respondents shall implement such recommended actions in accordance with the schedule approved by the Ohio EPA. Recommended actions will not be required by Respondents so long as unauthorized entry does not become habitual or routine. Ohio EPA acknowledges that Respondents shall not be in violation of this Paragraph 12.e.1. of these Orders in the event of the discovery of any unauthorized entry onto the Site, so long as Respondents are in full compliance with this Paragraph 12.e.1. and the associated Interim Action work plan and any approved recommended actions.

2.) Within thirty (30) days of receipt of written notice from the Ohio EPA that an Interim Action other than those described above needs to be performed at the Site, Respondents shall indicate in writing their willingness to perform such an Interim Action. If Respondents are willing to perform the Interim Action, Respondents shall provide a proposed schedule to the Ohio EPA within ten (10) days, which schedule shall be approved by the Ohio EPA, for submitting an Interim Action work plan for the performance of the Interim Action. Upon approval of the Interim Action work plan by the Ohio EPA pursuant to Section XII, Review of Submittals, Respondents shall implement the work plan in accordance with the schedules contained therein. Respondents' obligation to perform such an Interim Action under these Orders shall arise upon Respondents' written notice indicating their willingness to perform the Interim Action. Respondents acknowledge that the conditional nature of the obligation to perform such an Interim Action represents a unique pilot project undertaken by the Ohio EPA with the knowledge of U.S. EPA as a result of factors specific to this Site. Respondents further acknowledge that this approach does not establish a precedent for future negotiations or enforcement actions undertaken by the Ohio EPA.

f. The provisions of Section XIII, Dispute Resolution, shall apply to Paragraphs 12.b., and 12.c., and 12.e.

VII. ADDITIONAL WORK

13. Ohio EPA or Respondents may determine that in addition to the tasks defined in the approved RI/FS Work Plan, additional work may be necessary to accomplish the objectives of these Orders as set forth in Paragraph 8 of these Orders and the SOW. The provisions of Section XIII, Dispute Resolution, shall apply to this Section VII, Additional Work.

14. Within ten (10) days of receipt of written notice from Ohio EPA that additional work is necessary, Respondents shall provide a proposed schedule, which shall be approved by the Ohio EPA, for submitting a work plan for the performance of the additional work. The work plan shall conform to the standards and requirements set forth in Paragraph 12.b. of these Orders. Upon approval of the work plan by Ohio EPA pursuant to Section XII,

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By: Mary Carvin

Date JAN 31 1995

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Review of Submittals, Respondents shall implement the work plan for additional work in accordance with the schedules contained therein.

15. In the event that Respondents determine that additional work is necessary, Respondents shall submit a written request to Ohio EPA explaining the need for and detailing the nature of additional work prior to performing additional work. Ohio EPA shall review Respondents' request to perform additional work pursuant to Section XII, Review of Submittals. Upon approval of Respondents' request by Ohio EPA, Respondents shall perform the additional work in accordance with the plans, specifications, and schedules approved by Ohio EPA.

VIII. SAMPLING AND DATA AVAILABILITY

16. Respondents shall notify Ohio EPA not less than fourteen (14) days in advance of all sample collection activity. Upon request, Respondents shall allow split and/or duplicate samples to be taken by Ohio EPA. Ohio EPA shall also have the right to take any additional samples it deems necessary. Upon request, Ohio EPA shall allow Respondents to take split and/or duplicate samples of any samples Ohio EPA takes as part of its oversight of Respondents' implementation of the Work.

17. Within seven (7) days of receipt of a request by Ohio EPA, Respondents shall submit to Ohio EPA copies of the results of all sampling and/or tests or other data, including raw data and original laboratory reports, generated by or on behalf of Respondents with respect to the Site and/or the implementation of these Orders. Respondents may submit to Ohio EPA any interpretive reports and written explanations concerning the raw data and original laboratory reports. Such interpretive reports and written explanations shall not be submitted in lieu of original laboratory reports and raw data. Should Respondents subsequently discover an error in any report or raw data, Respondents shall promptly notify Ohio EPA of such discovery and provide the correct information.

IX. ACCESS

18. Ohio EPA shall have access at all times to the Site and any other property to which access is required for the implementation of these Orders, to the extent access to the property is controlled by Respondents. Access under these Orders shall be for the purposes of conducting any activity related to these Orders including, but not limited to the following:

- a. Monitoring the Work;
- b. Conducting sampling;
- c. Inspecting and copying records, operating logs, contracts, and/or other documents related to the implementation of

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By: Mary Gavin

Date JAN 31 1995

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these Orders;

d. Conducting investigations and tests related to the implementation of these Orders; and

e. Verifying any data and/or other information submitted to Ohio EPA.

19. To the extent that the Site or any other property to which access is required for the implementation of these Orders is owned or controlled by persons other than Respondents, Respondents shall use their best efforts to secure from such persons access for Respondents and the Ohio EPA as necessary to effectuate these Orders. Copies of all access agreements obtained by Respondents shall be provided promptly to Ohio EPA. If any access required to effectuate these Orders is not obtained within thirty (30) days of the effective date of these Orders, or within thirty (30) days of the date Ohio EPA notifies Respondents in writing that additional access beyond that previously secured is necessary, Respondents shall promptly notify the Ohio EPA in writing of the steps Respondents have taken to attempt to obtain access. Ohio EPA may, as it deems appropriate, assist Respondents in obtaining access. The provisions of Section XIII, Dispute Resolution, shall apply to Paragraph 19.

20. Notwithstanding any provision of these Orders, the State of Ohio retains all of its access and information-gathering rights and authorities, including enforcement authorities related thereto, under any applicable statutes or regulations.

X. DESIGNATED SITE COORDINATORS

21. Within fourteen (14) days of the effective date of these Orders, Respondents shall notify Ohio EPA, in writing, of the name, address and telephone number of their designated Site Coordinator and Alternate Site Coordinator. If a designated Site Coordinator or Alternate Site Coordinator is changed, the identity of the successor will be given to the other Party at least five (5) days before the changes occur, unless impracticable, but in no event later than the actual day the change is made.

22. To the maximum extent practicable, except as specifically provided in these Orders, communications between Respondents and Ohio EPA concerning the implementation of these Orders shall be made between the Site Coordinators. Respondents' Site Coordinator shall be available for communication with Ohio EPA regarding the implementation of these Orders for the duration of these Orders. Each Site Coordinator shall be responsible for assuring that all communications from the other Party are appropriately disseminated and processed. Respondents' Site Coordinator or designated Alternate Site Coordinator shall be present on the Site or on call during all hours of work at the Site.

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23. Respondents shall respond to time critical emergency situations in order to abate conditions at the Site, which create or exacerbate a threat to human health or safety or the environment. Upon learning of time critical emergency situations at the Site which create or exacerbate a threat to human health or safety or the environment, Respondents shall immediately inform the Ohio EPA, by contacting the Ohio EPA's Emergency Response Hotline and the Ohio EPA's Site Coordinator, of the existence of such conditions and the nature of the threat posed by such conditions.

24. Without limitation of any authority conferred on Ohio EPA by statute or regulation, the Ohio EPA Site Coordinator's authority includes, but is not limited to the following:

a. Taking samples and directing the type, quantity and location of samples to be taken by Respondents pursuant to an approved work plan;

b. Observing, taking photographs, or otherwise recording information related to the implementation of these Orders, including the use of any mechanical or photographic device;

c. Directing that the Work stop whenever the Site Coordinator for Ohio EPA determines that the activities at the Site may create or exacerbate a threat to public health or safety, or threaten to cause or contribute to air or water pollution or soil contamination;

d. Conducting investigations and tests related to the implementation of these Orders;

e. Inspecting and copying records, operating logs, contracts and/or other documents related to the implementation of these Orders; and

f. Assessing for Ohio EPA Respondents' compliance with these Orders.

XI. PROGRESS REPORTS AND NOTICE

25. Unless otherwise directed by Ohio EPA, Respondents shall submit a written progress report to the Ohio EPA by the tenth (10) day of every month. At a minimum, the progress reports shall:

a. Describe the status of the Work and actions taken toward achieving compliance with the Orders during the reporting period;

b. Describe difficulties encountered during the reporting period and actions taken to rectify any difficulties;

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By: Mary Carvin

JAN 31 1995
Date

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- c. Describe activities planned for the next month;
- d. Identify changes in key personnel;
- f. List target and actual completion dates for each element of activity, including project completion; and
- g. Provide an explanation for any deviation from any applicable schedules.

26. Progress reports and all other documents required to be submitted pursuant to these Orders shall be sent by certified mail return receipt requested, or equivalent, or by hand delivery to the following address:

Ohio Environmental Protection Agency
 1800 Watermark Drive
 P.O. Box 1049
 Columbus, Ohio 43266-0149
 ATTN: Manager, TPSS, DERR

Ohio EPA
 Southwest District Office
 401 East Fifth Street
 Dayton, Ohio 45402

ATTN: Site Coordinator, Valleycrest Landfill Site, DERR

All correspondence to Respondents shall be sent by certified mail, or equivalent, or by hand delivery to the following address:

Robert G. Dane
 DeMaximis, Inc.
 33300 5 Mile Road, Suite 104
 Livonia, Mi. 48154
 ATTN: Valleycrest Landfill Site Coordinator

Either Party may change the individuals designated to receive notice under these Orders. If a Party desires to make a change, the identity of the successor will be given to the other Party at least five (5) days before the change occurs.

XII. REVIEW OF SUBMITTALS

27. Ohio EPA shall review any work plan, report, or other item required to be submitted pursuant to these Orders. Upon review, Ohio EPA shall in writing: (a) approve the submission in whole or in part; (b) approve the submission upon specified

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By: *M. C.*

JAN 31 1995

CHIEF OF BUREAU
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conditions; (c) modify the submission; (d) disapprove the submission in whole or in part, notifying Respondents of deficiencies; or (e) any combination of the above.

28. In the event of approval, approval upon condition, or modification of any submission by the Ohio EPA, Respondents shall proceed to take any action required by the submission as approved, conditionally approved, or modified by Ohio EPA. The provisions of Section XIII, Dispute Resolution, shall apply to any approval upon condition or modification of any submission by the Ohio EPA pursuant to Paragraph 28.

29. In the event that Ohio EPA initially disapproves a submission, in whole or in part, and notifies Respondents of the deficiencies, Respondents shall within fourteen (14) days, or such longer period of time as specified by Ohio EPA in writing, correct the deficiencies and resubmit to Ohio EPA for approval a revised submission. The revised submission shall incorporate all of the uncontested changes, additions, and/or deletions specified by Ohio EPA in its notice of deficiency. To the extent that Respondents contest the existence of any deficiencies and any changes, additions, and/or deletions specified by the Ohio EPA, Respondents shall initiate the procedures for dispute resolution set forth in Section XIII, Dispute Resolution, within fourteen (14) days after receipt of Ohio EPA's notification of disapproval of a submission. Notwithstanding the notice of deficiency, Respondents shall proceed to take any action required by a non-deficient portion of the submission.

30. In the event that Ohio EPA disapproves a revised submission, in whole or in part, Ohio EPA may again require Respondents to correct the deficiencies and incorporate all changes, additions, and/or deletions within fourteen (14) days, or such period of time as specified by Ohio EPA in writing. To the extent that Respondents contest the existence of any deficiencies and any changes, additions, and/or deletions specified by the Ohio EPA that involve issues which have not been previously disputed, Respondents shall initiate the procedures for dispute resolution set forth in Section XIII, Dispute Resolution, prior to the date the revised submittal required by this Paragraph is due. In addition, if the revised submittal required pursuant to this Paragraph is subsequently disapproved by the Ohio EPA in whole or in part, the Ohio EPA retains the right to terminate these Orders, perform any additional remediation, conduct a complete or partial Remedial Investigation and Feasibility Study, and/or enforce the terms of these Orders.

31. All work plans, reports, or other items required to be submitted to Ohio EPA under these Orders shall, upon approval by Ohio EPA, be deemed to be incorporated in and made an enforceable part of these Orders. In the event that Ohio EPA approves a portion of a work plan, report, or other item, the approved portion

shall be deemed to be incorporated in and made an enforceable part of these Orders.

XIII. DISPUTE RESOLUTION

32. The Site Coordinators shall, whenever possible, operate by consensus. In the event that there is a dispute about the adequacy of any work plan, report, or other item required to be submitted pursuant to these Orders, the Site Coordinators shall have seven (7) days from the date the dispute arises to negotiate in good faith in an attempt to resolve the dispute. This seven (7) day period may be extended by mutual agreement of the Parties. The dispute shall be considered to have arisen when one Party provides the other Party with an "Informal Notice of Dispute" in writing requesting an informal dispute resolution period, which will not exceed thirty (30) days.

33. In the event that the Site Coordinators are unable to reach consensus resolving the dispute, each Site Coordinator shall reduce her/his position to writing within fifteen (15) days of the end of the Informal Dispute Resolution period described in Paragraph 32. Those written positions shall be immediately exchanged by the Site Coordinators using certified mail, or equivalent, or hand delivery. Following the exchange of written positions, the Site Coordinators shall have an additional seven (7) days to resolve the dispute. If Ohio EPA concurs with the position of Respondents, then the work plan, report, or other item required to be submitted pursuant to these Orders shall be modified accordingly.

34. Upon review of the administrative record, if Ohio EPA does not concur with Respondents, Ohio EPA will provide Respondents, at their option, an opportunity to confer with a Section Manager in the Division of Emergency and Remedial Response. Following such conference, the Ohio EPA will resolve the dispute based upon and consistent with these Orders, the SOW, and other appropriate federal and state laws and regulations and will notify Respondents in writing of the resolution of the dispute and the basis thereof. The pendency of a dispute under this Section shall not affect the time period for completion of the Work, except that upon mutual agreement of the Parties, any time period may be extended as appropriate under the circumstances. Such agreement shall not be unreasonably withheld by Ohio EPA. Elements of the Work not affected by the dispute shall be completed in accordance with applicable schedules and timeframes.

35. The opportunity to invoke the dispute resolution provisions of this Section will not be available to Respondents unless otherwise expressly stated with respect to an individual provision of these Orders. The Ohio EPA shall maintain an administrative record of any dispute governed by Paragraphs 32 and 33. The record shall include the Informal Notice of Dispute, the

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Formal Notice of Dispute, the written positions of the Site Coordinators, all documentation submitted by the Site Coordinators, and any other material which the Ohio EPA deems appropriate. The record shall be available for inspection by all the Parties and pursuant to the provisions of Section 149.43 of the Ohio Revised Code.

XIV. UNAVOIDABLE DELAYS

36. Respondents shall cause all Work to be performed in accordance with applicable schedules and timeframes unless any such performance is prevented or delayed by an event which constitutes an unavoidable delay. For purposes of these Orders, an "unavoidable delay" shall mean an event beyond the control of Respondents which prevents or delays performance of any obligation required by these Orders and which could not be overcome by due diligence on the part of Respondents. Increased cost of compliance shall not be considered an event beyond the control of Respondents.

37. Respondents shall notify Ohio EPA in writing within five (5) days after Respondents had knowledge of or should have known of the occurrence of an event which Respondents contend is an unavoidable delay. Such written notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and 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 constitutes an unavoidable delay.

38. If Ohio EPA does not agree that the delay has been caused by an unavoidable delay, Ohio EPA will notify the Respondents in writing. Ohio EPA reserves the right to terminate these Orders, perform any additional remediation, conduct a partial or complete Remedial Investigation and Feasibility Study, and/or enforce the terms of these Orders in the event that Ohio EPA determines that the delay has not been caused by an unavoidable delay. If Ohio EPA agrees that the delay is attributable to an unavoidable delay, Ohio EPA will notify Respondents in writing of the length of the extension for the performance of the obligations affected by the unavoidable delay. The Ohio EPA's determination of when Respondents knew or should have known of the occurrence of an event which Respondents contend is an unavoidable delay, and the Ohio EPA's determination of whether or not an unavoidable delay has occurred, shall be subject to the provisions of Section XIII, Dispute Resolution.

XV. REIMBURSEMENT OF COSTS

39. Ohio EPA has incurred and continues to incur Response Costs in connection with the Site. Respondents shall reimburse Ohio EPA for all Response Costs incurred prior to the effective date of these Orders in the amount of \$52,318.07.

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By: Mary Cowin Date JAN 31 1995

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40. Within thirty (30) days of receipt of an accounting of Response Costs incurred prior to the effective date of these Orders, Respondents shall remit a check to the Ohio EPA for the full amount claimed.

41. With respect to Response Costs incurred after the effective date of these Orders, within sixty (60) days of the end of each calendar year, Ohio EPA will submit to Respondents an itemized statement of its Response Costs for the previous year. Within thirty (30) days of receipt of such itemized statement, Respondents shall remit payment for all of Ohio EPA's Response Costs for the previous year.

42. Respondents shall remit payments to Ohio EPA pursuant to this Section as follows:

a. Payment shall be made by certified check payable to "Treasurer, State of Ohio" and shall be forwarded to Fiscal Officer, Ohio EPA, P.O. Box 1049, 1800 Watermark Drive, Columbus, Ohio 43266-0149, ATTN: Edith Long.

b. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, 1800 Watermark Drive, Columbus, Ohio 43266-0149, ATTN: Patricia Campbell, and to the Site Coordinator.

c. The provisions of Section XIII, Dispute Resolution, shall apply if Respondents object to the accuracy of any request for payment of Response Costs incurred after the effective date of these Orders. Should Respondents contest a portion of the Response Costs set forth in an itemized statement, but not all of the costs, Respondents shall timely pay the uncontested portion of Response Costs pursuant to the provisions of this Section, Reimbursement of Costs. Any Response Costs which Respondents must pay as a result of dispute resolution shall be paid within thirty (30) days after the resolution of the dispute.

XVI. RESERVATION OF RIGHTS

43. Ohio EPA reserves the right to seek legal and/or equitable relief to enforce the terms and conditions of these Orders, including penalties against Respondents for noncompliance with these Orders.

44. Except as provided herein, Respondents reserve any rights they may have to raise any legal or equitable defense in any action brought by the Ohio EPA to enforce the terms and conditions of these Orders.

45. Ohio EPA reserves the right to terminate these Orders and/or perform all or any portion of the Work or any other measures

in the event that the requirements of these Orders are not wholly complied with within the timeframes required by these Orders.

46. Ohio EPA reserves the right to take any action, including but not limited to any enforcement action, action to recover costs, or action to recover damages for injury to natural resources, pursuant to any available legal authority as a result of past, present, or future violations of state or federal laws or regulations, conditions at the Site, and/or releases of hazardous substances.

47. Respondents reserve the right to bring any contribution action or any other action against non-Parties for costs incurred in connection with Respondents' compliance with these Orders.

48. Ohio EPA reserves the right to take any action, including but not limited to any enforcement action or action to recover costs, in the event that Respondents do not perform the Interim Actions described under Paragraph 12.e.2. of Section VI, Performance of the Work by Respondents.

XVII. ACCESS TO INFORMATION

49. Respondents shall provide to Ohio EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to events or conditions at the Site including, but not limited to manifests, reports, correspondence, or other documents or information related to the Work.

50. Respondents may assert a claim that documents or other information submitted to the Ohio EPA pursuant to these Orders is confidential under the provisions of OAC 3745-50-30(A) or R.C. 6111.05(A). If no such claim of confidentiality accompanies the documents or other information when it is submitted to the Ohio EPA, it may be made available to the public without notice to Respondents.

51. Respondents may assert that certain documents or other information are privileged under the attorney-client or any other privilege recognized by state law. If Respondents make such an assertion, they shall provide the Ohio EPA with the following: (1) the title of the document or information; (2) the date of the document or information; (3) the name and title of the author of the document or information; (4) the name and title of each addressee and recipient; (5) a general description of the contents of the document or information; and (6) the privilege being asserted by Respondents. To the extent that Respondents refuse to provide this information to the Ohio EPA on the basis that doing so would in effect waive the privilege being asserted, Respondents shall at a minimum inform the Ohio EPA of the existence of any document being withheld and shall inform the Ohio EPA of the

privilege being asserted for the document.

52. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical monitoring, or laboratory or interpretive reports.

53. Respondents shall preserve for the duration of these Orders and for a minimum of five (5) years after their termination, all documents and other information within their possession or control, or within the possession or control of their contractors or agents, which in any way relate to the Work notwithstanding any document retention policy to the contrary. Respondents may preserve such documents by microfiche, or other electronic or photographic device. At the conclusion of this document retention period, Respondents shall notify Ohio EPA at least sixty (60) days prior to the destruction of these documents or other information; and upon request, shall deliver such documents and other information to Ohio EPA.

XVIII. INDEMNITY

54. Respondents agree to indemnify, save, and hold harmless Ohio EPA from any and all claims or causes of action arising from, or on account of acts or omissions of Respondents with respect to events or conditions at the Site. Ohio EPA agrees to provide notice to Respondents within thirty (30) days of receipt of any claim which may be the subject of indemnity as provided in this Section, and to cooperate with Respondents in the defense of any such claim or action against the Ohio EPA. Ohio EPA 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 these Orders.

XIX. OTHER CLAIMS

55. Nothing in these orders shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation, not subject to these Orders for any liability arising from, or related to, events or conditions at the Site.

XX. LAND USE AND CONVEYANCE OF TITLE

56. Within thirty (30) days of the effective date of these Orders, Respondents shall use their best efforts to record a notice on the deed to property which is part of the Site with the County Recorder's Office for Montgomery County, Ohio. The notice shall reference the existence of these Orders and shall describe any monitoring or containment devices present on the property comprising the Site. If within thirty (30) days of the effective date of these Orders Respondents have not recorded a notice on the deed to all the property which is part of the Site, Respondents

shall promptly notify the Ohio EPA of the steps Respondents have taken to record a notice on the deed to property comprising the Site.

57. Respondents shall use their best efforts to assure that no portion of the Site will be used in any manner which would adversely affect the integrity of any containment or monitoring systems at the Site. To the extent that a Respondent owns a portion of the Site, that Respondent shall notify the Ohio EPA by registered mail at least ninety (90) days in advance of any conveyance of any interest in real property which is known to comprise the Site. Respondents shall include provisions in all access agreements obtained pursuant to these Orders requiring the property owner(s) to notify Respondents and the Ohio EPA by registered mail at least ninety (90) days in advance of any conveyance by the property owner(s) of any interest in real property which is known to comprise the Site. The notice required by this Paragraph shall include the name and address of the grantee and a description of the provisions made for continued maintenance of containment and monitoring systems. In no event shall the conveyance of any interest in the property that includes, or is a portion of, the Site release or otherwise affect the liability of Respondents to comply with these Orders.

XXI. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

58. The effective date of these Orders shall be the date on which it is entered in the Journal of the Director of the Ohio EPA.

59. These Orders may be modified by mutual agreement of the Parties. Modifications shall be in writing and shall be effective on the date entered in the Journal of the Director of the Ohio EPA.

XXII. AGREEMENT NOT TO REFER

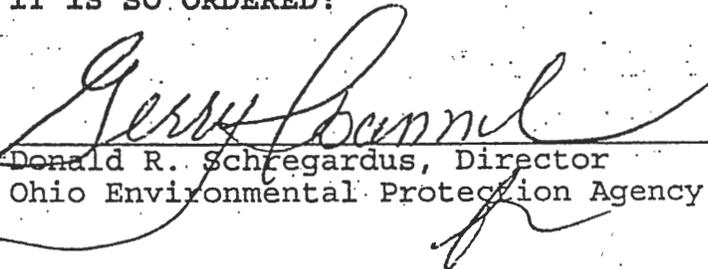
60. Upon termination of these Orders pursuant to Section XXIII, the Ohio EPA agrees not to refer Respondents to the Ohio Attorney General's Office, or take administrative enforcement action against Respondents, for the Work required under these Orders. During the implementation of these Orders and provided Respondents are in compliance with these Orders, the Ohio EPA agrees not to refer Respondents to the Ohio Attorney General's Office, or take administrative enforcement action against Respondents, for the Work required by these Orders.

XXIII. TERMINATION

61. These Orders shall terminate upon Ohio EPA's approval in writing of Respondents' written certification to the Ohio EPA that all Work required to be performed under these Orders, including the payment of Response Costs, has been completed. Respondents' obligations under Paragraph 12.e.1. of these Orders shall terminate

with the issuance of an administrative or judicial order by the Ohio EPA and/or U.S. EPA requiring Respondents, some of them, and/or any other entity to perform Remedial Design and Remedial Action (RD/RA) activities at the Site after a remedy has been selected for the Site in accordance with the NCP or upon the unilateral initiation of Remedial Action (RA) at the Site by the Ohio EPA and/or U.S. EPA after a remedy has been selected for the Site in accordance with the NCP. The termination of these Orders shall not affect the terms and conditions of Section XVI, Reservation of Rights, Section XVII, Access to Information, Section XVIII, Indemnity, Section XIX, Other Claims, and Section XX, Land Use and Conveyance of Title.

IT IS SO ORDERED:


Donald R. Schregardus, Director
Ohio Environmental Protection Agency

January 31, 1995
Date

OHIO EPA.
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WAIVER AND AGREEMENT

A. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondent agrees that these Findings and Orders are lawful and reasonable, and agrees to perform all actions required by these Orders.

B. Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders and hereby waives any and all rights that it may have to seek judicial review of the issuance, terms and conditions, and service of these Orders either in law or equity.

C. Notwithstanding the limitations herein on Respondent's right to appeal or seek judicial review, the Ohio EPA and Respondent agree that in the event that these Orders are 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 these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

IT IS SO AGREED:

Respondent
AT&T Global Information Solutions Company

Kenneth J. Kowalski January 17, 1995
Date

Senior Attorney
Title

OHIO ENVIRONMENTAL PROTECTION AGENCY

Gerry Poore January 31, 1995
Donald R. Schregardus, Director Date

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency.

By: Maria Cavin Date JAN 31 1995

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WAIVER AND AGREEMENT

A. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondent agrees that the Findings and Orders are lawful and reasonable, and agrees to perform all actions required by these Orders.

B. Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders and hereby waives any and all rights that it may have to seek judicial review of the issuance, terms and conditions, and service of these Orders either in law or equity.

C. Notwithstanding the limitations herein on Respondent's right to appeal or seek judicial review, the Ohio EPA and Respondent agree that in the event that these Orders are 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 these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

IT IS SO AGREED:

Respondent CARGILL, INCORPORATED

LaRaye M. Osborne

LaRaye M. Osborne

January 13, 1995

Date

Senior Attorney
Title

OHIO ENVIRONMENTAL PROTECTION AGENCY

Donald R. Schregardus, Director

January 31, 1995

Date

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency. JAN 31 1995

Rv: Mary Cavin Date _____

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WAIVER AND AGREEMENT

A. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondent agrees that these Findings and Orders are lawful and reasonable, and agrees to perform all actions required by these Orders.

B. Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders and hereby waives any and all rights that it may have to seek judicial review of the issuance, terms and conditions, and service of these Orders either in law or equity.

C. Notwithstanding the limitations herein on Respondent's right to appeal or seek judicial review, the Ohio EPA and Respondent agree that in the event that these Orders are 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 these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

IT IS SO AGREED:

Respondent THE DURERON COMPANY, INC.


Date JANUARY 13, 1995

VICE PRESIDENT, SECRETORY AD.
Title GENERAL COUNSEL

OHIO ENVIRONMENTAL PROTECTION AGENCY


Donald R. Schregardus, Director Date January 31, 1995

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency.

By: Mary Conin Date JAN 31 1995

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WAIVER AND AGREEMENT

A. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondent agrees that these Findings and Orders are lawful and reasonable, and agrees to perform all actions required by these Orders.

B. Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders and hereby waives any and all rights that it may have to seek judicial review of the issuance, terms and conditions, and service of these Orders either in law or equity.

C. Notwithstanding the limitations herein on Respondent's right to appeal or seek judicial review, the Ohio EPA and Respondent agree that in the event that these Orders are 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 these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

IT IS SO AGREED:

Respondent *General Motors Corp.*

Ezekiel G. Zitura *January 12, 1995*
Date

Attorney
Title

OHIO ENVIRONMENTAL PROTECTION AGENCY

Berry Coan January 31, 1995
Donald R. Schregardus, Director Date

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JAN 31 95

FIELD DIRECTOR'S JOURNAL

certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency.

By: *Mary Cavin* Date *JAN 31 1995*

WAIVER AND AGREEMENT

A. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondent agrees that these Findings and Orders are lawful and reasonable, and agrees to perform all actions required by these Orders.

B. Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders and hereby waives any and all rights that it may have to seek judicial review of the issuance, terms and conditions, and service of these Orders either in law or equity.

C. Notwithstanding the limitations herein on Respondent's right to appeal or seek judicial review, the Ohio EPA and Respondent agree that in the event that these Orders are 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 these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

IT IS SO AGREED:

Respondent
The Standard Register Company

By [Signature] January 16, 1995
Date

President & Chief Executive Officer
Title

OHIO ENVIRONMENTAL PROTECTION AGENCY

[Signature] January 31, 1995
Donald R. Schregardus, Director Date

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency.

By: Maree Canin Date JAN 31 1995

OHIO E.P.A.
JAN 31 95
REGISTERED DIRECTOR'S JOURNAL

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IT IS SO AGREED:

Respondent

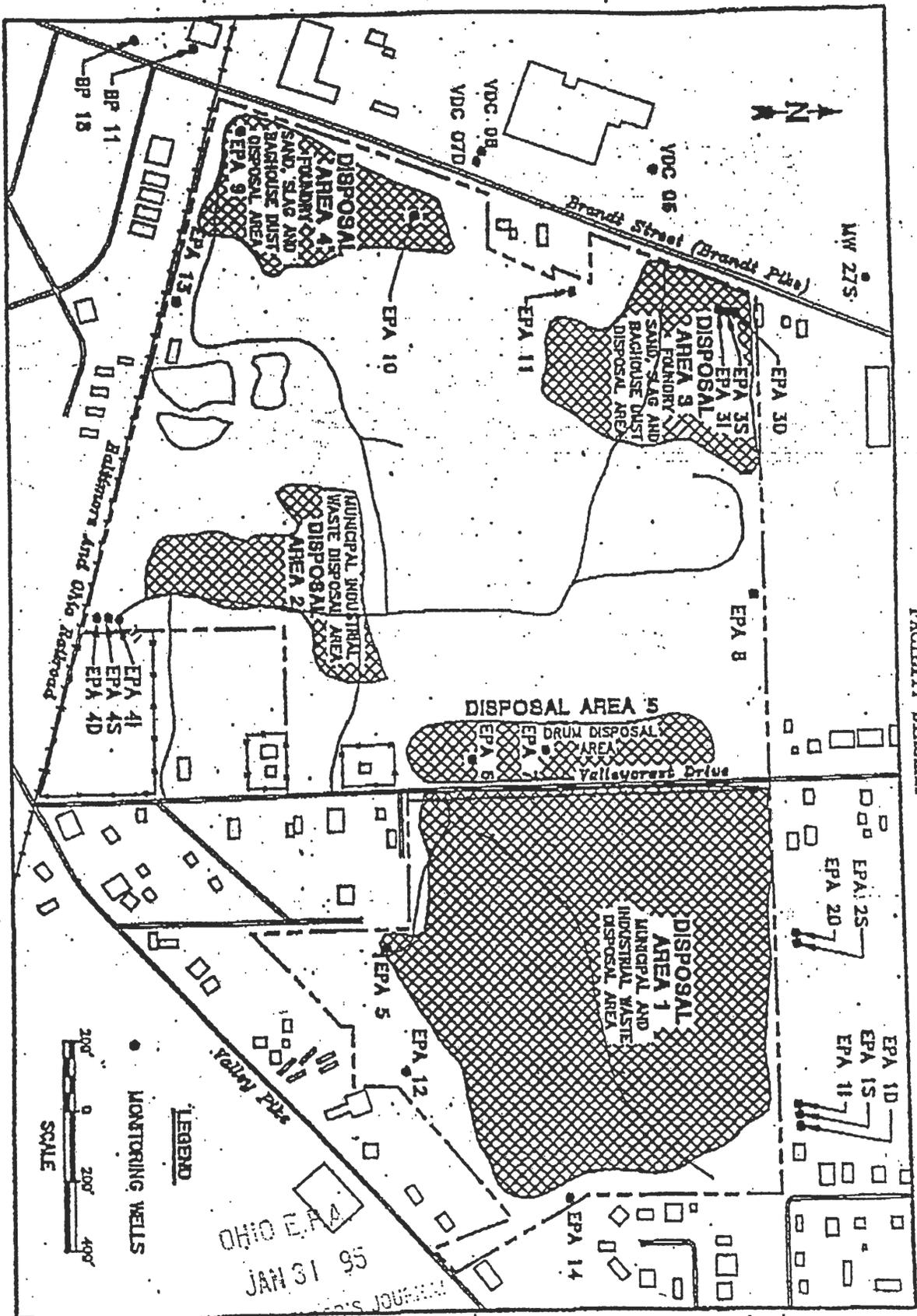
Carl M. Bridges, m.s.s. 1/17/95
Date
PRESIDENT PEERLESS TRANSPORTATION COMPANY
Title

OHIO ENVIRONMENTAL PROTECTION AGENCY

Gerry Parnell January 31, 1995
Donald R. Schregardus, Director Date

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency.
By: Mary Cavin JAN 31 1995
Date

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VALLEYCREST LANDFILL
FACILITY DIAGRAM

ATTACHED...

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