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IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

STATE OF OHIO, ex rel.
BETTY D. MONTGOMERY
ATTORNEY GENERAL OF OHIO,

Plaintiff,

v.

Allied Chem - Ironton Lake
HONEYWELL INTERNATIONAL INC., et al.

Defendants.

CASE NO.
C 3 00 - - - 495
JUDGE

SUSAN J. DLOTT

Judge	4819
File	
Journal	
Index	UMC
Docketed	J

CONSENT DECREE

Plaintiff, State of Ohio, on relation of Betty D. Montgomery, Attorney General of Ohio, having filed the Complaint in this action against Defendant Amcast Industrial Corporation for reimbursement of response costs incurred by the State pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. § 9601 *et seq.* ("CERCLA") and Ohio Revised Code ("R.C.") Chapter 3745.

NOW, THEREFORE, without trial and upon the consent of the of the State and Defendant Amcast Industrial Corporation, it is hereby ORDERED, ADJUDGED and DECREED as follows:

DEFINITIONS

- I. Whenever the following terms are used in this Consent Decree, the following definitions shall apply:
 - A. **“Consent Decree”** means this Decree.
 - B. **“Defendant”** means Amcast Industrial Corporation (“Amcast”).
 - C. **“Hazardous substance”** shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
 - D. **“National Contingency Plan”** shall be used as that term is used in Section 105 of CERCLA, 42 U.S.C. § 9605.
 - E. **“Ohio EPA”** means the Ohio Environmental Protection Agency, and its designated representatives.
 - F. **“Site”** shall mean, solely for the purposes of this Consent Decree, the Allied Chemical and Ironton Coke Site which covers approximately 95 acres and is located at 1130 South 3rd Street in Ironton, Lawrence County, Ohio. This Site is a “facility” within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
 - G. **“Response Costs”** means all direct and indirect costs incurred by the State related to the response and remedial actions conducted at the Site by Defendant, other PRPs, U.S. EPA, and Ohio EPA, including, but not limited to, payroll costs, contractor costs, travel costs, oversight costs, laboratory costs, costs of reviewing or developing plans, reports or other items, and costs of the Ohio Attorney General’s Office in representing Ohio EPA in this action.
 - H. **“State”** means the State of Ohio by and through its Attorney General on behalf of the Ohio Environmental Protection Agency.
 - I. **“U.S. EPA”** means the United States Environmental Protection Agency.

BACKGROUND

2. The United States Environmental Protection Agency ("U.S. EPA"), pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, placed the Allied Chemical and Ironton Coke Site on September 8, 1983 on the National Priorities List, which is set forth at 40 C.F.R. Part 300, Appendix B.

3. In response to a release or a substantial threat of a release of a hazardous substances at or from the Site, a Remedial Investigation ("RI") Report was completed in July, 1986, and a Feasibility Study ("FS") Report was completed in July, 1988 for the first operable unit and a FS Report in July, 1990 for the second operable unit.

4. Upon completion of the RI/FS, U.S. EPA selected a remedial action embodied in a Record of Decision ("ROD") for the first operable unit on September 29, 1988. The ROD for the second operable unit was issued on December 28, 1990 and was amended on July 31, 1995.

5. U.S. EPA issued Administrative Orders for implementation of the remedies for both operable units on March 9, 1989 and July 1, 1991.

6. Plaintiff State of Ohio has incurred costs in addressing releases or the substantial threat of releases of hazardous substances at and from the Site.

7. Defendant Amcast has consented to the entry of this Consent Decree without acknowledging liability of any type, and the entry of this Decree shall not represent an admission or adjudication of liability.

JURISDICTION

8. This Court has jurisdiction over the subject matter herein, and over the parties consenting hereto. The parties shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree. Defendant Amcast waives service of the complaint and summons in this action. Venue is proper in this Court.

PARTIES BOUND

9. This Consent Decree applies to and is binding upon Defendant Amcast, its successors in interest, assigns, receivers, officers, agents, servants, and employees. The undersigned representative of each party to this Consent Decree certifies that he or she is fully authorized by the party or parties whom she or he represents to enter into the terms and conditions of the Consent Decree and to execute and legally bind that party to it.

CALCULATION OF TIME

10. Unless otherwise stated in this Consent Decree, where this Decree requires actions to be taken within a specified period of time (e.g. "within thirty (30) days"), this time period shall begin the day after the entry of this Consent Decree. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday or State of Ohio or federal holiday, the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday.

REIMBURSEMENT

11. No later than thirty (30) calendar days after entry of this Consent Decree, Defendant Amcast shall pay to the State, Ten Thousand, Three Hundred Dollars (\$10,300.00) in reimbursement for past Response Costs, including interest on such costs, incurred by the State through the date of the entry of this Consent Decree.

12. The payments made pursuant to Paragraph 11 above shall be made in the form of a certified or cashier's check payable to "Treasurer, State of Ohio" and sent to the Fiscal Officer, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Vicki Galilei, or her successor. Defendant Amcast shall send a copy of the transmittal letter and copy of the check to: the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Patricia Campbell or her successor, to the Ohio EPA Site Coordinator, and the Assistant Attorney General representing the State in this case.

COVENANT NOT TO SUE

13. In consideration of the payment made by Defendant Amcast pursuant to Paragraph 11 above, the State covenants not to sue Defendant Amcast, its successors in interest, assigns, receivers, officers, agents, servants, or employees for any Response Costs, including interest on such costs, related to the Site which were incurred by the State prior to the entry of this Consent Decree.

14. Except as expressly provided in Paragraph 13 above, the State reserves all rights it may have to seek any other relief from Defendant Amcast, or any other person or entity, including but not limited to the following:

- A. sanctions for violation of this Consent Decree;
- B. if the payment required by Paragraph 11 is not made, cost recovery for past Response Costs;
- C. reimbursement of any future costs; these future costs may include, but are not limited to, oversight costs, the State's 10% matching share of the cost for any U.S. EPA remedial action, the State's costs for operation and maintenance, and the costs of any actions taken by the State to address contamination at the Site;
- D. injunctive relief under state or federal law;

- E. civil and criminal sanctions for violations of law;
- F. liability arising from hazardous substances removed from the Site;
- G. administrative orders; and
- H. judicial relief pursuant to Section 121(e)(2), 121(f), or 310 of CERCLA, 42 U.S.C. §§ 9621(e)(2), 9621(f), and 9659, or any other provision of federal or state law in the event the State becomes dissatisfied with the Work.
- I. relief for natural resource damages.

Except as set forth in Paragraph 15, Defendant Amcast reserves all defenses they may have to any of the State's claims described in this paragraph.

15. In any subsequent administrative or judicial proceeding initiated by the State for injunctive relief, recovery of response costs not paid as required by Paragraph 11, or other appropriate relief relating to the Site, Defendant Amcast shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this paragraph affects the enforceability of the covenant not to sue set forth in Paragraph 13.

16. Nothing in this Consent Decree shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against Defendant Honeywell International Inc., its successors in interest, assigns, receivers, officers, agents, servants, and employees or any other person, firm, trust, joint venture, partnership, corporation or other entity not a signatory to this Consent Decree for any liability it may have arising out of or relating to the Site, including but not limited to,

liability for any Response Costs unreimbursed by this Consent Decree and liability for any interest on the State's Response Costs.

DISCLAIMER OF LIABILITY

17. This Consent Decree shall not constitute an admission or adjudication with respect to any allegation in the State's Complaint, or any admission of any wrongdoing or misconduct or liability on the part of Defendant Amcast, its successors in interest, assigns, receivers, officers, agents, servants, and employees.

CONTRIBUTION PROTECTION

18. This Consent Decree provides Defendant Amcast with contribution protection as provided in Section 113(f) of the Superfund Amendments and Reauthorization Act of 1986.

ENTRY OF CONSENT DECREE

19. Pursuant to Federal Rules of Civil Procedure 58 and 79, the Clerk of Courts is hereby directed to enter this judgment into the civil docket of the Court.

RETENTION OF JURISDICTION

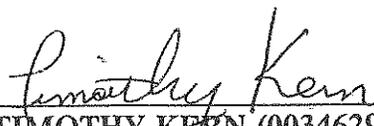
20. The Court retains jurisdiction over this action for the purpose of enforcing the Consent Decree or providing other appropriate relief in this action.

Entered this ____ day of _____, 2000.


U.S. DISTRICT JUDGE

The parties whose signature appear below and on the attached signature page hereby consent to the terms of this Consent Decree.

BETTY D. MONTGOMERY
ATTORNEY GENERAL OF
OHIO

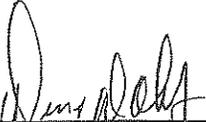


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(614) 466-2766

Trial Attorney for Plaintiff State of
Ohio

The undersigned Defendant hereby consents to the foregoing Consent Decree in State Of Ohio v. Honeywell International Inc., et al.

AMCAST INDUSTRIAL CORPORATION

By: 
Signature of Representative

Denis G. Daly
Name of Representative
(Print or Type)

Vice President, General Counsel and Secretary
Title

September 26, 2000
Date

 Sept. 29, 2000
Signature and Address of Counsel for Amcast Industrial Corporation

Ann Wightman (0010492)
Trial Attorney
Mary L. Wiseman (0055463)
FARUKI GILLIAM & IRELAND P.L.L.
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Dayton, Ohio 45402

Attorneys for Defendant
Amcast Industrial Corporation