

aldrin, heptachlor, and dieldrin. Respondent represents that none of these compounds have been used or stored at the Facility since that period, and Ohio EPA has no evidence to indicate that these compounds have been used or stored at the Facility since late 1987.

3. Ohio EPA records indicate that an underground storage tank at the Facility, excavated in 1988, was in degraded condition, and may have contributed to soil and groundwater contamination. The tank was used to hold wash waters containing pesticides.
4. Ohio EPA conducted soil sampling at the Facility in 1981, 1982, and 1989. Results of the sampling identified the presence of chlordane, aldrin and dieldrin in soils at the Facility and on neighboring property, a tract of land of approximately 38 acres located west of Riverside Drive, south of Trabue and East of the Scioto River owned by Specialty Restaurants Corporation, Inc. For purposes of these Orders, such area of contamination on the property owned by Specialty Restaurants Corporation, Inc. is the primary area of investigation and remediation ("Site"). The full extent of soil contamination has not been identified. Soil sampling conducted in 1991 by Respondent revealed the presence of total pesticide values in the soils at 952 parts per million at a point immediately below Respondent's property line, and reaching non-detect levels at a distance extending therefrom, all as more fully identified in the map attached to and incorporated within these Orders as Attachment A.
5. Water samples taken in 1981 also demonstrated contamination of surface and subsurface waters with chlordane, aldrin and dieldrin, although the full extent of contamination has not been identified. A groundwater

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By: Mary Carvin Date 6-26-92 -2-

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sample taken in 1991 by Respondent showed groundwater contamination by total pesticides at .07 parts per million.

6. The Ohio Environmental Protection Agency has determined that chlordane, aldrin and dieldrin as they have been disposed of at the Site or Facility are "industrial wastes" and/or "other wastes" as defined in ORC 6111.01(C) and (D), respectively, and/or "hazardous wastes" as defined in ORC 3734.01(J) and/or "hazardous substances" as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended, 42 U.S.C. 9601 et seq.
7. The discharge, deposit, injection, dumping, leaking, spilling, or placing of chlordane, aldrin and dieldrin into or onto the soil, groundwater, and surface water at or from the Facility constitutes "disposal" of hazardous waste as defined in ORC 3734.01(F) and used in ORC 3734.20.
8. The property located at 2121 Riverside Drive is a "facility" as that term is defined in ORC Section 3734.01(N).
9. The migration and threatened migration of these industrial wastes, other wastes, and/or hazardous wastes into the ground water, and/or surface water at or from the Facility, constitutes an unpermitted discharge of industrial waste, other wastes, and/or hazardous wastes and substances into "waters of the state", as that term is defined in ORC Section 6111.01(H). The unpermitted discharge of industrial waste, other wastes, and/or hazardous wastes and substances into "waters of the state" is prohibited by ORC 6111.04.
10. The Respondent disposed of hazardous wastes at the Facility, and has placed or caused to be placed industrial wastes or other wastes in a

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location where they cause or threaten to cause pollution of the waters of the state.

11. The release or disposal of industrial waste, other waste and/or hazardous waste from the Facility is causing or contributing to or threatening to cause or contribute to air or water pollution or soil contamination pursuant to ORC 3734.20(B).
12. The Respondent is, or has been, an "owner" and/or "operator" as the term "owner" is defined in Ohio Administrative Code (OAC) Section 3745-50-10(79), and as the term "operator" is defined in OAC Section 3745-50-10(78), of a facility, as the term "facility" is defined within these Orders.
13. The Director finds that the issuance of these Orders furthers the intent of General Assembly, and that actions required by these Orders are reasonable and will prevent and abate pollution of the environment for the health, safety, welfare, and property of the people of the State of Ohio.
14. Based upon information available to the Director as set forth in these Findings of Fact, the Director has determined that the work required by these Orders, set forth below, is in the nature of interim measures only, designed to identify, contain, abate, and/or mitigate contamination.
15. The Director has given consideration to, and based his determination on evidence relating to the technical feasibility and economic reasonableness of complying with these Orders, and on evidence relating to conditions calculated to result from compliance with these Orders. Further, the Director has determined that compliance with these Orders

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shall benefit the people of the State of Ohio and accomplish the purposes set out in ORC Chapters 3734 and 6111.

IV. ORDERS

1. Attached to and fully incorporated herein is the Scope of Work, identified as Attachment B, which describes the investigatory field work, reporting requirements and implementation of any remedial action found necessary for the Site, and which is to be performed under these Orders. Within fourteen (14) days after the effective date of these Orders, Respondent shall submit to Ohio EPA for its review and approval a Workplan which incorporates all the elements of the Scope of Work and which includes a Quality Assurance Project Plan and a Health and Safety Plan. This Workplan shall be developed in conformance with this Consent Order, the Generic SOW, state law including ORC Chapters 3734 and 6111, and the regulations promulgated thereunder, the NCP, and the most current version of the guidance documents listed in Attachment C, which is attached to and fully incorporated into these Orders. If OEPA determines that any additional guidance documents affect the work to be performed under this Consent Order, OEPA will notify Respondent and any affected Workplans or reports shall be modified accordingly.
2. Within seven (7) days after receipt of comments, Respondent shall modify the Workplan to fully address all comments and incorporate all required changes, and shall resubmit the Workplan to Ohio EPA for its approval.
3. Within seven (7) days after receipt of Ohio EPA's written approval of the Workplan, Respondent shall implement Task 1 of the Scope of Work, Field Work, Laboratory Analysis and Data Validation, and shall notify

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By: Mary Carvin Date 6-26-97

- Ohio EPA of such implementation.
4. Respondent shall notify Ohio EPA at least fourteen (14) days in advance of any sampling event.
 5. Within twenty eight (28) days of the implementation of Task 1, Respondent shall implement Task 2, Risk Assessment and shall notify Ohio EPA of such implementation.
 6. Within seventy (70) days of implementation of Task 1, Respondent shall submit to Ohio EPA for its review and approval the Report required by Task 3 of the Scope of Work.
 7. Within seven (7) days of receipt of Ohio EPA's written comments, Respondent shall modify the Report to fully address comments and incorporate the required changes, and shall resubmit the Report to Ohio EPA for its approval.
 8. Within seven (7) days of receipt of Ohio EPA's written approval of the Report, Respondent shall implement Task 4 of the Scope of Work.
 9. Within seven (7) days of completion of Task 4 of the Scope of Work, Respondent shall notify Ohio EPA of such completion.
 10. Respondent may submit to Ohio EPA for its approval a request for an extension of any time period or deadline contained in these Orders for good cause shown. Any extension approved by Ohio EPA under this section shall not be considered a violation of these Orders, and any other deadlines or time periods for compliance under these Orders shall be extended as necessary.

V. DESIGNATED SITE COORDINATORS

Respondent and Ohio EPA shall each designate a Site Coordinator and an alternate for the purpose of overseeing the implementation of these Orders. To the maximum extent possible, except as specifically provided in these

Orders, communications between Respondent and Ohio EPA concerning the terms and conditions of these Orders shall be made between the designated Site Coordinators. Each designated Site Coordinator shall be responsible for assuring that all communications from the other parties are appropriately disseminated and processed. The Site Coordinators shall attempt to resolve disputes informally through good faith discussion on the technical issues.

Without limitation of any authority conferred on Ohio EPA by statutes or regulations, the Ohio EPA Site Coordinator's authority includes, but is not limited to: (1) taking samples or, in accordance with the terms of any workplan, directing the type, quantity and location of samples to be taken by the Respondent; (2) observing, and taking photographs and making such other reports on the progress of the work as deemed appropriate; (3) directing that work stop, whenever the Ohio EPA Site Coordinator determines that activities at the Site may create or exacerbate a threat to public health or welfare or the environment; and (4) reviewing records, files and documents relevant to these Orders.

The Respondent's designated Site Coordinator or alternate shall be present on-site during all hours of work at the Site or Facility and shall make himself/herself available for the pendency of these Orders. The absence of the Ohio EPA Site Coordinator from the Site or Facility shall not be cause for stoppage of work unless otherwise provided.

VI. OTHER CLAIMS

Nothing in these Orders shall constitute or be construed as a release from any claim of action or demand in law or equity against any person, firm, partnership, or corporation, not subject to these Orders for any liability arising out of or relating to the operation of the Site or

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By: Mary Cavin Date 6-26-92 -7-

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Facility.

VII. OTHER APPLICABLE LAWS

All work required to be taken pursuant to these Orders shall comply with the requirements of applicable local, state, and federal laws and regulations and shall be consistent with the National Contingency Plan ("NCP") 40 CFR Part 300, as amended. Nothing in these Orders shall be construed as waiving or compromising in any way the applicability and enforcement of any other statutes or regulations applicable to the Respondents' ownership and/or operation of its Facility. The Ohio EPA reserves all rights and privileges except as specified herein.

VIII. REIMBURSEMENT OF COSTS

Ohio EPA has incurred and continues to incur oversight and response costs in connection with the Facility. Within thirty (30) days of the receipt of the first accounting of these costs incurred up to the effective date of the Order, Respondent shall remit a check to Ohio EPA for the full amount claimed. Prior to the termination of these Orders, Ohio EPA shall submit to the Respondent an itemized statement of such costs of the Ohio EPA for the duration of these Orders. Following receipt of the itemized statement, Respondent shall pay, within thirty (30) calendar days, the full amount claimed. Payment to Ohio EPA shall be made to the Ohio Hazardous Waste Clean-up Special Account created by O.R.C. Section 3734.28 by check payable to "Treasurer, State of Ohio" and shall be forwarded to Fiscal Officer, Division of Emergency and Remedial Response, Ohio EPA, P. O. Box 1049, 1800 WaterMark Drive, Columbus, Ohio, 43266-0149. A copy of the transmittal letter shall be sent to Counsel to the Director, Ohio EPA, at the address listed above.

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IX. ACCESS

To the extent that portions of the Site or areas where work is to be performed are presently owned by parties other than Respondent, Respondent shall obtain voluntary access agreements from the present owners, including any agreements necessary to provide access to Ohio EPA and its authorized representatives. Copies of these agreements are attached as Attachment D and are fully incorporated herein.

Pursuant to any access agreements, Ohio EPA, through its authorized representatives, shall have authority to enter all property at the Site or Facility and freely move about at all times for purposes consistent with these Orders, and ORC Sections 3734.20, and 6111.05, including, but not limited to: inspection of records, operating logs, and contracts related to the investigative and cleanup work at the Site; reviewing the progress of Respondent in carrying out the terms of these Orders; conducting such tests as Ohio EPA or its Site Coordinator deems necessary; and verifying data submitted to Ohio EPA by Respondent. Respondent shall permit such Ohio EPA representatives to inspect and request copies of all records, files, photographs, documents and other writings, including all sampling and monitoring data, which pertain to these Orders.

All parties with access to the Site and other areas where work is to be performed pursuant to this paragraph shall comply with all approved Health and Safety Plan(s). Nothing herein shall act to limit the statutory authority of Ohio EPA to conduct inspections and gather information.

X. NOTICE

All documents demonstrating compliance with these Orders and other documents required under these Orders are to be submitted to the Ohio EPA

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and shall be addressed to:

Ohio Environmental Protection Agency
Central District Office
P.O. Box 2198
3205 Westbrook Drive, Building C
Columbus, Ohio 43266-2198
ATTN: Buckeye Terminix Site Coordinator

and

Ohio Environmental Protection Agency
1800 WaterMark Drive
P. O. Box 1049
Columbus, Ohio 43266-0149
Attn: Technical Support Unit, DERR

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OHIO ENVIRONMENTAL PROTECTION AGENCY

Correspondence from Ohio EPA to Respondent shall be addressed to:

General Counsel
Buckeye Terminix
2121 Riverside Drive
Columbus, Ohio 43221.

unless otherwise specified in these Orders or to such persons and addresses as may hereafter be otherwise specified in writing.

XI. RESERVATION OF RIGHTS

Nothing contained herein shall be construed to prevent Ohio EPA from (1) seeking legal or equitable relief to enforce the terms of these Orders including penalties against the Respondent for noncompliance or claims for natural resources damages; or (2) completing any work described in these Orders. Ohio EPA reserves the right, if any, to take any enforcement action, recover costs, or seek damages for injury to natural resources pursuant to any available legal authority for past, present, or future violations of ORC Chapters 3734 or 6111, conditions at the Site or Facility, or releases of hazardous wastes or substances.

Ohio EPA specifically reserves the right, if any, to perform or require the Respondent to perform additional investigation, removal, remediation or

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By: Mary Carwin Date 6-26-92

closure at the Site or Facility (including ground water investigation) pursuant to ORC Chapters 3734 or 6111 or other applicable authority for these or any other conditions at the Site or Facility. Nothing herein shall restrict the right of the Respondent to raise any administrative, legal, or equitable defense with respect to such further actions which Ohio EPA may seek to require of the Respondent. Further, the Respondent reserves any rights he may have to raise any administrative, legal, or equitable defense in the event Ohio EPA claims that he is not in compliance with this Order. Respondent contends that it enters into this agreement as part of its settlement with other persons not party to these Orders, and in furtherance of its goal of achieving a remedy consistent with the National Contingency Plan, 40 C.F.R Part 300, as amended. Participation by the Respondent in these Orders is not intended by the Parties thereto to be an admission of law or fact by Respondent. Respondent specifically does not admit that the conditions at the Site or Facility involve a release to the environment of any hazardous waste, substance, pollutant or contaminant.

XV. DISPUTE RESOLUTION

The Site Coordinators shall, whenever possible, operate by consensus, and in the event that there is a disapproval of any report or disagreement about the conduct of the work performed under this Consent Order or Workplans, or modified or additional work or schedules required under this Consent Order, the Site Coordinators shall have seven (7) days to negotiate in good faith in an attempt to resolve the differences.

In the event that the Site Coordinators are unable to reach consensus on the disapproval or disagreement in seven (7) days, then each Site Coordinator shall reduce his/her position to writing within seven (7) days

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of the end of the good faith negotiations referenced above. Those written positions shall be immediately exchanged by the Site Coordinators.

Following the exchange of written positions, the parties shall have an additional seven (7) days to resolve their differences. If OEPA concurs with the position of Respondent, OEPA will amend the Workplans or modify the Consent Order to include necessary extensions of time or variances of required work.

If OEPA does not concur with the position of Respondent, OEPA will resolve the dispute based upon and consistent with the Consent Order, the Workplans, and ORC Sections 6111.03(H), 3734.20 and the regulations promulgated thereunder and any other appropriate state or federal law. The pendency of dispute resolution set forth in this Article shall not affect the time period for completion of work to be performed under this Consent Order or the Workplans, except that upon mutual agreement of the parties, any time may be extended as appropriate under the circumstances. Such agreement will not be unreasonably withheld by OEPA. Elements of work not affected by the dispute will be completed in accordance with the schedules contained in the Workplans.

XII. TERMINATION AND SATISFACTION

The provisions of these Orders shall be satisfied when Respondent demonstrates in writing and certifies to Ohio EPA's satisfaction that all activities required under these Orders (including any additional tasks which OEPA determined to be necessary in accordance with the provisions of these Orders and payment of oversight costs) have been completed and Ohio EPA approves such certification in writing.

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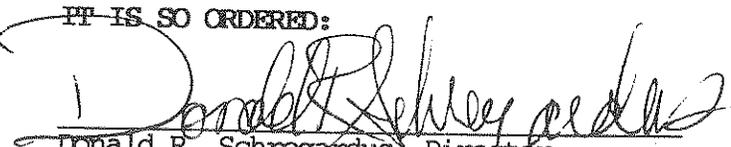
By: Mary Carvin Date 6-26-92

OHIO EPA
JUN 26 1992
USED DIRECTOR'S OFFICE

XIII. SIGNATORIES

Each undersigned representative of a signatory to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such signatory to this document.

IT IS SO ORDERED:


Donald R. Schregardus, Director
Ohio Environmental Protection Agency

June 26, 1992
Date

XIV. WAIVER AND AGREEMENT

In order to resolve disputed claims, without admission of fact, violation, or liability, for only the obligations addressed in these Orders, the Respondent agrees that these Orders are lawful and reasonable, that the schedule provided for compliance herein is reasonable and that the Respondent agrees to comply with these Orders. Upon the Respondent's receipt of written certification of termination of these Orders and except as otherwise described in Section XI, the Respondent shall be released from the obligations embodied in Section IV and VIII of these Orders.

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

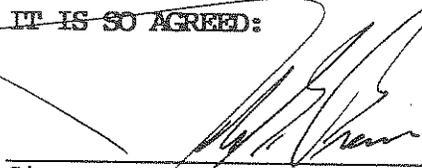
Notwithstanding the preceding, the Director and the Respondent agrees that in the event that these Orders are appealed by a third party, the Respondent retains the right to intervene and participate in the third party's appeal. In such event, the Respondent shall continue to comply with

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By: Mary Gavin Date 6-26-92

these Orders notwithstanding such appeal and intervention unless
said Orders are stayed, vacated, or modified.

~~IT IS SO AGREED:~~


Signature

John G. BREEN

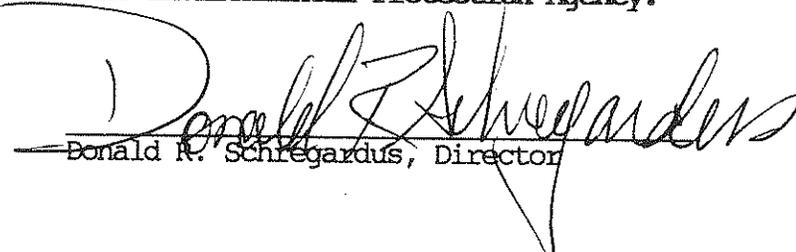
Printed or Typed Name

PRESIDENT

Title

6/9/92
Date

Ohio Environmental Protection Agency:


Donald R. Schregardus, Director

June 26, 1992

Date

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Environmental Protection Agency.

By: Mary Carvin Date 6-26-92

OHIO EPA

JUN 26 1992

REGISTERED DIRECTOR'S JOB

STATEMENT OF WORK FOR INTERIM ACTIONS
AT THE SCIOTO POINT DEVELOPMENT

1.0 INTERIM ACTION GOALS

Based on the data collected to date and the discussions with OEPA, Buckeye Terminix understands that the principle goal of the interim actions is to further characterize the extent of pesticide and volatile organic compounds in soils and ground water. This information will in turn be used to evaluate the risks posed by the site conditions. The appropriate remedial measures will be taken, as approved by the OEPA.

2.0 STATEMENT OF WORK

2.1 TASK 1 - FIELD DATA COLLECTION

2.1.1 Soil Sampling

Soil sampling will be achieved by drilling two shallow soil borings designated as SB-1 and SB-2 in Lot 37 of the 38-acre site (see Plate 1). Each soil boring will be drilled using 6.25-inch ID (inside diameter) hollow-stem auger; and sampled at two different depth intervals, 3 to 5 and 6 to 8 feet, using a 1.87 x 24-inch stainless steel split spoon. Soil samples will be placed in laboratory grade pre-labeled jars. Each soil sample will be a composite sample from each interval. Following each sampling event, soil samples will be stored in a cooler, packed with ice, and shipped to the laboratory for analysis of pesticides using EPA Method 8080. In addition, VOC samples will be collected from each boring and analyzed during EPA Method 8240 (624). Data of visual soil classification will be logged on a soil sediment log and borehole log in the field.

Soil boring abandonment will immediately follow sampling procedures. Soil boring SB-1 will be converted to monitor well MW-1; however, SB-2 will be abandoned. Following sampling of SB-2, a neat bentonite amended grout will be poured through augers. Each

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By: Mary Cowin Date 6-26-9

auger will then be extracted and the borehole filled to ground surface with grout. A stake will be placed in grout and labeled SB-2, which will aid in survey procedures.

2.1.2 Ground-Water Investigation

The ground-water quality investigation will consist of three tasks: 1) inventory existing wells locally, 2) inspect the 38-acre property for ground-water seeps, and 3) install four monitor wells, sample, and determine ground-water flow direction.

2.1.2.1 Well Inventory and Seepage Investigation

An inventory of local wells will be conducted by Buckeye Terminix. The inventory will consist of determining the approximate location and status of each well within a half-mile radius of the site. In addition, a reconnaissance survey for ground-water seeps will be conducted along the Scioto River margin within the development property. In the event that a ground-water seep has been identified, a sample of the water will be taken and analyzed for pesticides using Method 8080.

2.1.2.2 Monitor Well Drilling and Construction

The drilling method will vary in two ways. Monitor well (MW-1) drilling will involve drilling, using 6.25-inch ID (inside diameter) hollow-stem augers until encountering bedrock. A 4-inch steel casing will be advanced through 6.25-inch ID augers, then portland cement tremied about the annulus while the 6.25-inch augers are pulled from the borehole. The portland cement will be allowed to set up for 24 hours before further drilling continues. Drilling will proceed using the air rotary technique. A 3.78-inch rock bit is attached to the end of the A-rods and inserted into the steel casing. The borehole will advance until 4 feet below encountering ground water.

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By: Mary Gavin Date 6-26-92 2

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Monitor wells MW-2, MW-3, and MW-4 will involve drilling, using 6.25-inch ID hollow-stem augers until encountering bedrock. The 6.25-inch ID augers will then be allowed to set on the bedrock surface and act as a temporary casing. Drilling will proceed using the air rotary technique as mentioned for MW-1. A boring log will be generated for each monitor well location.

One monitor well will be constructed in Lots 37, 30, 28, and 25 in the 38-acre site (see Plate 1). The depth of each well will be approximately 26 to 27 feet and consist of a 5-foot section of .0101-inch slot, schedule 40, PVC well screen, and 23-24 feet of riser. The depth of each well will be determined by the occurrence of ground water locally. In each case, the screen will be placed 4 feet below the occurrence of ground water. This will be followed by introducing a clean and dry silica sand 1.5 to 2 feet above the top of the screen, then 2 feet of bentonite pellets will be added, followed by a neat bentonite grout mixture, which will extend to ground surface and across the bedrock and soil interface. The PVC riser will extend approximately 2 feet above ground surface. The top of each PVC riser will be capped with a PVC well cap as well as notched. In addition, a 4-inch by 5-foot steel casing well cover (painted prior to installation) will be placed over the top of each monitor well and extend approximately two feet above ground surface and locked. The base of each well will be surrounded by a 2.5 foot by 2.5 foot by 3.5 inch concrete pad to secure the wall cover casing. A well construction log will be generated for each monitor well installed.

Monitor well development will follow 24 to 48 hours after installation of monitor wells MW-1, MW-2, MW-3, and MW-4. This allows time for the bentonite amended grout and bentonite plug to set up inside the annulus. Each well will be developed using a centrifugal pump and 3/4-inch black-water line. Development will be complete when greater than or equal to five well volumes have been evacuated and temperature, pH, and specific conductivity have stabilized.

The elevation of each monitor well and soil boring will be surveyed relative to mean sea level (MSL). A reference point will be surveyed at the top of each casing and be

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By: Mary Carwin Date 6-26-92

referred to as the measuring point of each monitor well. This measuring point will be surveyed relative to MSL to an accuracy of 0.01 feet.

2.1.2.3 Ground-Water Sampling and Analysis

Ground-water sampling will proceed using the consultant's strict sampling protocol. Sampling will begin with a full round of water-level measurements, which will be used to determine ground-water flow direction. Three well volumes will be evacuated from each well prior to sampling. This will ensure that all stagnant water has been purged. Each monitor well will be sampled using a Teflon™ bailer. Upon completion of sampling, temperature, pH, and specific conductivity will be measured and samples secured in cooler, and packed on ice for shipment to the laboratory using standard chain-of-custody protocol. Each sample will be laboratory analyzed for pesticides and VOCs using EPA Method 8080 and Method 624, respectively. In addition, one field blank will be taken from the bailer for decontamination adequacy and one replicate to determine analytical reproducibility.

2.1.3 Decontamination Procedure

Decontamination procedures for drilling, soil sampling, monitor well installation, and water sampling will be maintained throughout work conducted in the area of concern. Prior to each drilling event, the augers, including rods and bits, and drill rig shall be steam-cleaned with a high pressure sprayer (steam geny). Soil samples will be taken using a split-spoon sampler, which will be washed with a laboratory grade soap and followed by a double rinse of distilled water before each sampling event. Further, prior to monitor well installation, each string of PVC riser and screen will be steam cleaned with a high pressure sprayer. In addition, drillers will be required to wear surgical gloves during installation of the PVC well casing.

Water sampling decontamination protocol will begin with cleaning the Teflon™ bailer with laboratory grade soap, followed by a double rinse of distilled water before each

sampling location. In addition, new surgical gloves will be donned prior to each sampling and decontamination procedure.

2.2 TASK II

Based on the information and data collected in Task I, Buckeye Terminix will conduct an assessment of health risks at the site in accordance with the DERR Guidance Document, "How Clean is Clean", dated July 1991.

2.3 TASK III

Buckeye Terminix will prepare a draft written document submitted for OEPA approval that includes, but not limited to, a discussion of the following items:

- a) Investigative methods used;
- b) Field and laboratory data results;
- c) Description of soil and ground-water conditions;
- d) Evaluation of health risks posed by the conditions; and
- e) Recommendations for remedial actions and a proposed schedule for implementation.

2.4 TASK IV

After the Agency has reviewed and approved the report described in Task III, and selected the necessary remedial actions, Buckeye Terminix shall implement the required remedy, including any additional field data collection necessary to design and/or construct the remedial measures.

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By: Mary Gavin Date 10-26-92

CHIEF CLERK

JUN 26 1992

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3.0 SCHEDULE AND DELIVERABLES

The schedule for completion of the soil and ground-water investigation is presented in Figure 1. Within 14 days of the signing of the Order, a work plan will be submitted to OEPA. It is anticipated that completion of Tasks 1 through 3 will require approximately 10 weeks after receiving authorization to proceed. The schedule allows 1.5 weeks for field work preparation and data collection. Approximately 3.5 to 4 weeks will be required for laboratory analysis and data validation. Once all data is received and validated, it will take approximately 4 weeks to conduct the risk assessment. Report preparation will require two weeks after completion of the risk assessment. The time frame for implementation of remedial actions is not provided since these actions are functions of agency approval and magnitude of required remedy.

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By: Mary Cavin Date 6-26-92

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By: Maria Cavin Date 6-26-92

FIGURE 1
 SCHEDULE FOR IMPLEMENTATION OF
 GROUND WATER AND SOIL INVESTIGATION
 BUCKEYE TERMINIX, INC.

	WEEKS AFTER RECEIVING AUTHORIZATION TO PROCEED									
	1	2	3	4	5	6	7	8	9	10
TASK 1 Field Work, Laboratory Analysis, and Data Validation	X	X	X	X	X	X	X			
TASK 2 Risk Assessment					X	X	X	X		
TASK 3 Report Preparation								X	X	X
TASK 4 Implementation of Interim Actions										

JUN 26 1992

ADDED DIRECTOR'S JOURNAL

ATTACHMENT "C"

- A. How Clean is Clean, Interim Final, Ohio EPA, Division of Emergency and Remedial Response, Policy No. DERR-00-RR-009, April, 1991.
- B. Background Guidance, Interim Final, Ohio EPA, Division of Emergency and Remedial Response, April, 1991.
- C. Guidance for Conducting Remedial Investigation and Feasibility Studies near CERCLA, Interim Final, OSWER 9355.3-01, October, 1988; EPA/540/G-89/004;
- D. Risk Assessment Guidance for Superfund, Volume 1 - Human Health Evaluation Manual (Part A), Interim Final, EPA/540/1-89/002, December, 1989;
- E. Risk Assessment Guidance for Superfund, Volume II - Environmental Evaluation Manual - Interim Final, OSWER Directive 9285.7-01. EPA/540/1-89/001A, 1989;
- F. Human Health Evaluation Manual, Part B: "Development of Risk-based Preliminary Remediation Goals," OSWER Directive 9285.7-01B.
- G. Transmittal of Human Health Evaluation Manual, Part C: "Risk Evaluation of Remedial Alternatives," OSWER Directive 9285.7-01C.
- H. Superfund Exposure Assessment Manual, OSWER 9285.5-1, EPA/540/1-88/001, April, 1988;
- I. Exposure Factors Handbook. EPA/600/8-89/043, July, 1989;
- J. RCRA Ground Water Monitoring Technical Enforcement Guidance Document (TEGD), OSWER 9283.1-2, August, 1988;
- K. Remedial Actions for Contaminated Ground Water at Superfund Sites, OSWER 9283.1-2, August, 1988;
- L. Data Quality Objectives for Remedial Response Activities, Volume I, EPA/540/G-87/004, Example Scenario;
- M. Superfund Remedial Design and Remedial Action Guidance, OSWER 9355.0-4A;
- N. Ecological Assessments of Hazardous Wastes Sites: A Field and Laboratory Reference, EPA/600/3-89/013, March, 1989;
- O. Guidelines and Specifications for Preparing Quality Assurance Project Plans, Ohio EPA, Division of Emergency and Remedial Response, Policy No. DERR-00-RR-008, March, 1990;

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 Carver Date 6-26-92

- P. CERCLA Compliance with Other Laws Manual, Part I, OSWER 9234.1-01, March 6, 1988;
- Q. CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, August, 1989;
- R. Human Health Evaluation Manual, Supplemental Guidance: "Standard Default Exposure Factors," OSWER 9285.6-03, March 1991;
- S. U.S. EPA Integrated Risk Information System (IRIS) Data Base;
- T. Guidance for Data Usability in Risk Assessment, Interim Final, EPA/540/G-90/008, October, 1990;
- U. Health Effects Assessment Summary Tables, DERR 9200.6-303, published quarterly;
- V. A Compendium of Superfund Field Operations, Methods, Vol. I & II, EPA/540/P-87/001, August, 1987;
- W. Consideration in Ground Water Remediation at Superfund Sites, OSWER Directive 9355.4-03, October, 1989;
- X. Dust Control at Hazardous Waste Sites, EPA/540/2-85/003, November 1, 1985;
- Y. Design and Construction Issues at Hazardous Waste Sites, Conference Proceedings Part I: Pages 1-700, EPA/540/8-91/012, May 1, 1991;
- Z. Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites, Directive # 9283.1-2, April 1, 1988.
- AA. Guidance on Expediting Remedial Design and Remedial Action, EPA/540/G-90/006, August 1, 1990;
- BB. Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites, EPA/540/6-88/003, December 1, 1988;
- CC. Guide for Conducting Treatability Studies under CERCLA, EPA/540/2-89/058, December 1, 1989;
- DD. Guide to Treatment Technologies for Hazardous wastes at Superfund Sites, EPA/540/2-89/052, March 1, 1989;
- EE. Handbook Remedial Action at Waste Disposal Sites (Revised), EPA/625/6-85/006, October 1, 1985.

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 Carwin Date 6-26-92

- FF. Handbook for Evaluating Remedial Action Technology Plans, EPA/600/2-83/076, August 1, 1983;
- GG. Remedial Action, Treatment and Disposal of Hazardous Waste, 15th Annual Symposium, EPA/600/9-90/006, February 1, 1990;
- HH. Review of In-Place Treatment Technologies for Contaminated Soils, Volume I: Technical Evaluation, EPA/540/2-84-003A, September 1, 1984;
- II. Remedial Action, Treatment and Disposal of Hazardous Waste: Proceeding of the 15th Annual Research Symposium, EPA/600/9-90/006, February 1, 1990;
- JJ. Review of In-Place Treatment Techniques for Contaminated Surface Soils Volume I: Technical Evaluation,, EPA/540/2-84/003, September 1, 1984;
- KK. Remedial Action, Treatment, and Disposal of Hazardous Waste: Proceeding for the 17th Annual RREL Hazardous Waste Research Symposium, EPA/600/9-91/002, April 1, 1991;
- LL. Subsurface Contamination Reference Guide, EPA/540/2-90/001, October 1, 1990;
- MM. Synopses of Federal Demonstration of Innovative Site Remediation Technologies, EPA/540/8-91/009, May 1, 1991;
- NN. Technology Evaluation Report CF Systems Organics Extraction System, EPA/540/5-90/002, January 1, 1990;
- OO. Treatment Technology Briefs: Alternatives to Hazardous Waste Landfills, EPA/600/8-86/017, July 1, 1986;
- PP. Technical Support Services for Superfund Site Remediation (2nd Edition), EPA/540/8-90/001, November 1, 1990;
- QQ. Technical Support Services for Superfund Site Remediation, EPA/540/8-90/001, February 1, 1990;
- RR. Technologies for Delivery or Recovery for the Remediation of Hazardous Waste Sites, PB90-156225, January 1, 1990;
- SS. Technology Screening Guide for Treatment of CERCLA Soils and Sludges, EPA/540/2-88/004, September 1, 1988;
- TT. Remedial Actions for Contaminated Groundwater at Superfund Sites, OSWER 9283.1-2, August, 1988;

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 Gavin Date 6-26-92

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- UU. Data Quality Objectives for Remedial Response Activities, Volume I, EPA/540/G-87/004, Example Scenario;
- VV. Ecological Assessments of Hazardous Waste Sites: A Field and Laboratory Reference, EPA/600/3-89/013, March, 1989.

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 Date 6-26-92

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ATTACHMENT "D"

AGREEMENT FOR ENTRY AND ACCESS TO PROPERTY

This Agreement for entry and access to property dated as of May 20, 1992 by and between SPECIALTY RESTAURANTS CORPORATION ("SRC"), a California corporation and BUCKEYE TERMINIX COMPANY, INC. ("Buckeye Terminix"), an Ohio corporation.

This Agreement allows Buckeye Terminix to enter onto the property of SRC described in the attached Exhibit A ("the Property"). Access to the property is necessary in order to perform environmental testing, sampling and inspection as part of an interim remedial action investigation ("investigation") required by Ohio EPA pursuant to the Ohio Revised Code, relating to the property as a result of an alleged release of constituents from the Buckeye Terminix property onto the SRC property.

THEREFORE, in consideration of the agreements contained herein, SRC and Buckeye Terminix agree as follows:

1. SRC agrees to allow Buckeye Terminix and its agents, employees, and environmental consultants access to and entry upon the property for the purpose of conducting environmental testing, installing certain monitoring wells, sampling, inspection and related activities necessary for the performance of the investigation.

2. Buckeye Terminix agrees to give SRC two days advance notice of intent to enter onto the property.

3. Buckeye Terminix agrees to indemnify SRC or its assigns, for any expense, loss or damage incurred due to physical damage to the property caused by Buckeye Terminix or its agents, employees,

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By: Mary Cavins Date 6-26-92

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contractors, subcontractors, consultants or representatives in the performance of the investigation on the property.

4. Buckeye Terminix agrees to indemnify, defend and hold harmless SRC and its assigns, from and against all liability and expense (including reasonable attorneys fees) for or on account of any injury to any person, including death or damage to property of others caused by any act or omission of Buckeye Terminix or its agents, employees, contractors, subcontractors, consultants, or representatives in the performance of the investigation.

5. Following the completion of the investigation on the property, Buckeye Terminix agrees to restore any portion of the property that was damaged or affected by the investigation to a similar condition as existed prior to the commencement of the investigation, including the proper plugging and abandonment of any wells as may have been installed upon the property. Said plugging and abandonment may occur only after SRC notifies Buckeye Terminix to plug or abandon the wells.

6. Buckeye Terminix will remove any temporary equipment or materials and properly plug and abandon any monitoring wells placed by it or at its direction on the property within ninety (90) days after receipt of written demand by SRC. If Buckeye Terminix fails or is unable to remove, plug or abandon such equipment, materials or monitoring wells as appropriate, SRC shall be authorized to remove the same and charge Buckeye Terminix the reasonable cost thereof.

7. This Agreement may be terminated by SRC at any time upon

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official document as filed in the records of the Ohio
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By: Mary Cavin Date 6-26-92

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notice to Buckeye Terminix.

8. Nothing in this Agreement is intended by the parties to waive or compromise any rights, demands, or claims SRC may have against Buckeye Terminix.

9. Nothing herein is intended to limit Ohio EPA's authority to enter the property pursuant to its statutory authority under Revised Code Sections 6111.05 or 3734.20, for purposes of conducting and overseeing the investigation.

10. This Agreement expresses the entire agreement between the parties and shall be binding upon Buckeye Terminix and SRC and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have made and executed this Agreement by the signatures of their authorized officers as of the day and year first written above.

SPECIALTY RESTAURANTS CORPORATION

By *John Fallick*

(Typed Name)

Title *Director of Property*

BUCKEYE TERMINIX COMPANY, INC.

By *[Signature]*

(Typed Name)

Title *VP / Gen. Counsel*

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 Carvin* Date *6-26-92*

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