

OHIO E.P.A.

BEFORE THE

NOV 25 2009

OHIO ENVIRONMENTAL PROTECTION AGENCY'S JOURNAL

In the Matter of:

Gould Electronics, Inc.
34929 Curtis Boulevard
Eastlake, Ohio 44095-4001

Morgan County Improvement Corp.
155 E. Main Street
McConnelsville, Ohio 43756

MCIC North State Route 60 Industrial, Ltd.
155 E. Main Street
McConnelsville, Ohio 43756

MCIC Sinter Property
155 E. Main Street
McConnelsville, Ohio 43756

Miba Bearings US LLC
North State Route 60
McConnelsville, Ohio 43756

Respondents

Director's Final
Findings and Orders
For Remedial Design and
Remedial Action

PREAMBLE

It is hereby agreed to by the Parties as follows:

I. JURISDICTION

1. These agreed Director's Final Findings and Orders ("Orders") are issued to Gould Electronics Inc. ("Gould"), Miba Bearings US LLC ("Miba"), MCIC North State Route 60 Industrial, Ltd. ("MCIC North"), MCIC Sinter Property ("MCIC Sinter"), and the Morgan County Improvement Corporation ("MCIC") (collectively, "Respondents"), to settle disputed claims pursuant to the authority vested in the Director of Ohio EPA under Ohio Revised Code ("ORC") §§ 3734.13, 3734.20, 6111.03, and 3745.01, and 42 U.S.C. § 9613(f).

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

By: John Lassiter Date: 11-25-09

II. PARTIES BOUND

2. These Orders shall apply to and be binding upon Respondents and their successors in interest liable under Ohio law.

3. No change in ownership or corporate status of the Respondents, or of the Subject Property owned by Respondents MCIC North, MCIC Sinter, and MCIC, 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. Work Respondent shall provide a copy of these Orders to all contractors, subcontractors, and consultants retained to conduct any substantial portion of the Work performed pursuant to these Orders. Work Respondent shall ensure that all contractors, subcontractors, and consultants retained to perform the Work pursuant to these Orders also comply with the applicable provisions of these Orders.

III. DEFINITIONS

5. Unless otherwise expressly provided herein, all terms used in these Orders or in any appendices shall have the same meaning as defined in ORC Chapters 3734 and 6111 and the rules promulgated thereunder. 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. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.
- b. "Contaminant" or "contamination" means: (1) any "hazardous waste" under ORC § 3734.01(J); (2) any "industrial waste" under ORC § 6111.01(C); and (3) any "other wastes" under ORC § 6111.01(D).
- c. "Day" means 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.
- d. "Decision Document" means the remedial action selected for the Site as set forth in the document attached to these Orders as Appendix A.
- e. "Facility" means that portion of the manufacturing facility located on the Subject Property now operated by Miba Bearings LLC, and formerly operated by Federal-Mogul Corporation.

- f. "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300 (1990), as amended.
- g. "Ohio EPA" means the Ohio Environmental Protection Agency and its designated representatives.
- h. "Orders" means these Director's Final Findings and Orders and the Decision Document (Appendix A), RD/RA Work Plan (Appendix B), Statement of Work (Appendix C), List of Relevant Guidance Documents (Appendix D), Environmental Covenants (Appendix E) and Federal-Mogul Settlement (Appendix F) attached hereto and incorporated by reference herein.
- i. "Paragraph" means a portion of these Orders identified by an arabic numeral or an uppercase or lowercase letter.
- j. "Parties" means Respondents and the Ohio EPA.
- k. "Remedial Action" ("RA") means those activities to be undertaken by Respondents to implement the Decision Document pursuant to the Remedial Design and Remedial Action Work Plan.
- l. "Remedial Design" ("RD") means those activities to be undertaken by Respondents to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design and Remedial Action Work Plan.
- m. "Remedial Design and Remedial Action Work Plan" ("RD/RA Work Plan") means the approved work plan prepared by Respondents pursuant to the Performance of Work Section of these Orders, attached to these Orders as Appendix B.
- n. "Respondents" means Gould Electronics, Inc., Miba Bearings US LLC and the Morgan County Improvement Corporation.
- o. "Response Costs" means all costs incurred by Ohio EPA to implement these Orders that are consistent with Ohio law and not inconsistent with the NCP, including, but not limited to, payroll costs, contractor costs, travel costs, direct costs, indirect costs, oversight costs, laboratory costs, and the costs of reviewing plans, reports, and other items pursuant to these Orders.
- p. "Section" means a portion of these Orders identified by a Roman numeral.
- q. "Site" means the Subject Property, where the treatment, storage, and/or disposal of hazardous waste, and/or the placement or discharge into waters of the State of industrial waste or other waste has occurred, including any other area where such hazardous wastes, industrial wastes and/or other wastes have migrated or threaten to migrate.

- r. "Statement of Work" ("SOW") means the statement of work for the implementation of the Remedial Design and Remedial Action at the Site, as set forth in Appendix C to these Orders. The SOW is not specific to the Site; the SOW was used as a conceptual outline to develop the approved RD/RA Work Plan, attached to these Orders as Appendix B. Because of its general nature, not all elements of the SOW are necessarily applicable to the Site.
- s. "Subject Property" means the property located at 5037 North State Route 60 NW, tax parcel numbers 130-001-220-0, 130-001-230-0, 130-001-220-1, 130-001-230-1 and 130-001-230-2, approximately two miles north of the corporate limits of the village of McConnelsville and adjacent to the Muskingum River, in Morgan County, Ohio.
- t. "Transferee" means any future owner of any interest in the Subject Property, including but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.
- u. "Work" means all activities Respondents are required to perform under these Orders.
- v. "Work Respondent" means Gould Electronics, Inc.

IV. FINDINGS

6. All of the findings necessary for the issuance of these Orders pursuant to ORC §§ 3734.13, 3734.20, 6111.03 and 3745.01 have been made by the Director and are outlined below. Nothing in these Orders shall be considered to be an admission by Respondents of any matter of law or fact. Subject to the foregoing, the Director of Ohio EPA has determined the following:

- a. The Subject Property is located at 5037 North State Route 60 NW, approximately two miles north of the corporate limits of the village of McConnelsville and adjacent to the Muskingum River, in Morgan County, Ohio. The Facility is now operated by Miba Bearings US LLC.
- b. The Facility produces heavywall bearings for diesel, aircraft and locomotive engines and has serviced the power generation, energy transmission and marine equipment markets.
- c. The original manufacturing plant now occupied by Miba Bearings US LLC ("Miba") was built in 1952. Several additions have expanded the manufacturing plant area to approximately 160,000 square feet on a site covering approximately 24 acres. Miba and Gould each maintain a NPDES-permitted outfall to the Muskingum River.

d. Gould Electronics, Inc., Foil Division, a past affiliate of Gould, owned the Subject Property and occupied the northwestern portion of the manufacturing plant located at the Subject Property for its copper foil manufacturing operations. An affiliate of Gould also previously owned and operated the Facility prior to its sale to Clevite Industries, Inc. in 1981.

e. Federal-Mogul Corporation ("Federal-Mogul"), a Michigan corporation licensed to do business in the State of Ohio, leased the Facility for its heavywall bearing manufacturing operations. Prior owners and operators of the Facility include Clevite Industries, Inc. from 1952-1969, Gould Inc. from 1969-1981, Imperial Clevite Industries, Inc. from 1981-1986, and T&N Industries, Inc. ("T&N"), the successor in interest to JP Industries, Inc. and its wholly owned subsidiary, JPI Transportation Products, Inc. ("JPITPI"), which acquired the Facility from Clevite Industries, Inc. in 1987 through an asset purchase. In March 1998, T&N was purchased by Federal-Mogul. In October 2003, Miba purchased the bearings manufacturing line from Federal-Mogul. In 2005, the Subject Property was acquired by the Morgan County Improvement Corporation. In 2008, a 1.6 acre portion of the Subject Property was acquired by MCIC North and a 6.8 acre portion of the Subject Property was acquired by MCIC Sinter.

f. Contamination of the groundwater at the Site was discovered in August 1988, when organic contamination was identified in the municipal water supply for the Village of McConnelsville. Accordingly, the water supply wells on the Site were sampled and analyzed. Further investigation disclosed that, in addition to groundwater contamination, soils and river sediments at the Site were contaminated with various constituents, including volatile organic compounds ("VOCs").

g. Prior to the discovery of contamination at the Site, all potable and process water was supplied by four on-Site water supply wells. The wells, WSW-1, WSW-3, WSW-4, and WSW-5, were interconnected to each other and a single elevated storage tank. The elevated storage tank simultaneously supplied both process water and potable water to the Facility and a nearby Ohio Department of Transportation garage. In 1988, it was determined that all water supply wells except WSW-5 had been contaminated with VOCs due to Facility activities.

h. Investigations conducted at the Facility concluded that releases of contaminants, i.e., organic degreasing solvents, from 1952 until approximately 1989 led to contamination of soil, groundwater and river sediments at the Site. An estimated 3,000 gallons of solvents were released from the Facility in the past. Organic solvents, i.e., tetrachloroethylene (a.k.a. perchloroethylene or "PCE"), trichloroethylene ("TCE"), 1,1,1-trichloroethane ("TCA"), and carbon tetrachloride, were historically used to degrease machined metal parts at the Facility, although PCE was the most widely used solvent at the Facility. Organic solvents, including PCE, were discharged into wastewater treatment facilities and released on plant grounds at the Facility.

i. Findings of organic contamination during this initial investigation led to additional investigations by T&N and Gould, and the entry of an administrative consent order by JPITPI and Ohio EPA on September 5, 1990 ("1990 orders"), which required JPITPI to conduct a Remedial Investigation ("RI") and Feasibility Study ("FS"), and submit reports for each. The RI was begun in 1990; the final RI Report was approved by Ohio EPA on October 26, 1993. Associated with the RI was a Baseline Risk Assessment report, approved by Ohio EPA on August 16, 1993, which evaluated risks to human health and the environment arising from contaminants at or from the Site. The FS was begun in 1993; the final FS Report was approved by Ohio EPA on August 13, 1996.

j. The RI Report described the presence of the following contaminants in the soils, river sediments, and/or groundwater at the Facility: PCE, dichloroethene ("DCE"), TCE, vinyl chloride, copper, nickel, and lead. The RI Report specifically concluded that PCE is the most widespread contaminant at the Site and that it had been utilized at various locations at the Facility throughout its history. Findings included the following:

Soil Contamination

i) A total of 92 soil borings were installed at the Facility during the RI. Thirteen of the soil borings were installed inside the buildings. These soil borings typically were installed to a depth of approximately nine feet below the building floor. The 79 borings installed outside the buildings generally extended to an approximate depth of twenty feet below surface. Soil samples were collected from each soil boring to evaluate the vertical and horizontal extent of organic solvent and metal contamination in soils.

ii) The primary Volatile Organic Compounds ("VOCs") detected in soil at the Site include: PCE, TCE, DCE and vinyl chloride. TCE, cis-1,2-DCE, and vinyl chloride are known decay products of PCE, the primary solvent formerly used at the Facility; it is believed that these compounds originated from the natural degradation of PCE in the subsurface. During the RI, the greatest concentrations of VOCs were detected near the Facility boiler room drains and wastewater treatment areas, and in isolated areas near the Muskingum River. PCE concentrations near the boiler room drains and wastewater treatment areas ranged from 10,500 micrograms per kilogram ("ug/kg") to 84,350 ug/kg. In addition, during a pre-RI investigation in 1988, PCE was detected in a soil sample collected approximately six feet beneath the boiler room floor at a concentration of 2,200,000 ug/kg. Low concentrations of VOCs (100 ug/kg) were detected throughout the Facility.

iii) The VOC contaminants have migrated downward and spread radially across the Site. Based on data collected during the RI, the total area of VOC contamination in soil was estimated to be 607,350 square feet. In general, VOC concentrations decrease with increasing depth and increasing distance from the

probable source areas. However, at increasing distances from the source, higher concentrations are found at greater depths.

iv) Several subsurface sample locations at the Site contained concentrations of total copper, lead and chromium which were elevated with respect to background concentrations. Subsurface samples obtained for metals analysis were collected from a depth of three to five feet below surface. In addition to these samples, four surface soil samples were collected to detect metal contamination that may have originated from airborne plant emissions. The analytical results from these samples disclosed that slightly elevated concentrations (with respect to background) of chromium, copper, lead and tin were present in surface soils at the Site.

Groundwater Contamination

v) Twenty-eight monitoring wells were installed at the Facility during the RI to determine the nature and extent of groundwater contamination at the Site. The primary VOCs detected in groundwater during the RI included PCE, TCE, DCE, and vinyl chloride. During the RI, the greatest VOC concentrations were detected in monitoring wells MW-7 (1,300 micrograms per liter "ug/l"), MW-12 (6,100 ug/l), and MW-17 (6,900 ug/l). Higher levels had been detected in pre-RI investigations at several monitoring wells, including a maximum detection of 67,000 ug/l of PCE at MW-7 in July of 1989.

vi) The RI concluded that the total horizontal area of the VOC-contaminated groundwater plume was approximately 425,000 square feet. However, approximately 311,000 square feet of this area contained groundwater VOC concentrations of less than 100 ug/l. The remaining more highly contaminated 114,000 square feet roughly surrounds the boiler room and waste water treatment plant areas.

vii) Of the several groundwater wells sampled for metals during the RI, samples from four wells contained elevated levels of various metals, including lead, mercury, zinc, copper, nickel and chromium. In addition, nonfiltered groundwater samples collected during the FS also showed the presence of arsenic, barium and silver.

viii) Under normal nonpumping conditions, the groundwater at the Site flows generally towards the Muskingum River. However, under operating conditions, the water supply wells (mainly WSW-4) heavily influence groundwater flow at the Site. The RI concluded that WSW-4 is effectively containing the groundwater contaminant plume hydraulically, and is drawing the contaminated groundwater towards the well. Thus, further migration of the groundwater contaminant plume is not expected to occur so long as WSW-4 continues to operate. However,

should WSW-4 fail, substantial contaminant migration would be expected in the absence of a similar containment measure(s).

Muskingum River Water and Sediment Contamination

ix) During the RI, the river sediments adjacent to the Facility were investigated for VOC and metal contamination. Elevated levels of PCE, trans-1,2-DCE, cis-1,2-DCE and vinyl chloride, as well as copper, nickel and lead, were detected in the vicinity of each outfall. The horizontal extent of contamination was determined to be approximately 6,000 square feet at each outfall, for a total of 12,000 square feet. The vertical extent of contamination was not fully established during the RI. However, sediment sampling conducted during the RI and FS determined that VOC and metal contaminants are present at some sediment locations to depths of three feet or greater at the Gould outfall, and nine feet or greater at the Miba outfall.

x) In addition to the river sediment investigation, river water samples were collected during the RI to determine the presence of VOCs and metals in the Muskingum River water. Low concentrations of VOCs (between 3.0 and 26.0 ug/l) were detected in several sample locations downstream of each outfall. Metals in the river water, however, were limited to low levels in the immediate vicinity of each outfall.

k. In addition to the above mentioned investigations and reports, the 1990 orders required JPITPI to conduct an interim remedial action to "remove VOC contaminants from the groundwater, contain the existing PCE plume and prevent its movement off-site." The interim action was to consist of the operation of an air stripper tower at WSW-4 until selection of the final remedial action for the Site. Operation of the air stripper tower commenced in late 1990. Due to the continued pumping of WSW-4, and the removal of VOC contaminants by the interim action, groundwater PCE concentrations at WSW-4 decreased from approximately 5,000 ug/l in early 1989 to approximately 450 ug/l in November, 1994. Since November, 1994, groundwater PCE concentrations at WSW-4 appear to have stabilized, consistently ranging between 300 ug/l and 500 ug/l through 2005.

l. Due to the discovery of groundwater contamination at the Facility, several changes to the water distribution system were made: (1) The water distribution piping was reconfigured to isolate the potable water distribution system from the process water distribution system. WSW-5, the single uncontaminated well, was designated for potable use; (2) WSW-1 was properly abandoned and is no longer used by the Facility; and (3) An additional potable well, WSW-8, was installed near WSW-5 to support the potable needs of the Facility. Together, WSW-5 and WSW-8 currently provide approximately 400 gpm for plant use. Although water in excess of potable needs is routed to the process water distribution system, the potable water distribution system is equipped with backflow prevention devices to prevent cross-contamination.

- m. The FS Report, approved by Ohio EPA on August 13, 1996, evaluated potential remedial alternatives to address VOC contamination in subsurface soils, groundwater and river sediments, and metals contamination in river sediments.
- n. On December 18, 1997, Ohio EPA announced the availability of the Preferred Plan, which described its proposed strategy to address the contamination at the Facility, identified Ohio EPA's preferred alternative for the Site, and requested comments from interested members of the public. Copies of the Preferred Plan and other documents relevant to remediation of the Site were placed at the McConnelville Public Library for public review.
- o. On January 21, 1998, Ohio EPA held a public information session and public hearing at the McConnelville Public Library, to provide information, answer questions and receive oral and written comments regarding the Preferred Plan. A public comment period was provided from December 22, 1997 to February 13, 1998.
- p. Gould submitted comments to Ohio EPA regarding the December 1997 Preferred Plan. In response to some of Gould's comments, Ohio EPA concurred with Gould's proposal to perform an SVE pilot study at the Site, and subsequently to revise the calculations for the Site leaching model.
- q. In addition, Ohio EPA performed an ecological assessment of Muskingum River sediments during July and August of 2003. Based on the ecological assessment, Ohio EPA concluded that conditions in the River did not require remediation of the sediments.
- r. On May 18, 2005, Ohio EPA released to the public the Amended Preferred Plan for remediation of the Site, based on the comments received and additional investigatory work performed since issuance of the December 1997 Preferred Plan. The Amended Preferred Plan summarized the information presented in the RI and FS, and identified and explained Ohio EPA's preferred alternative for the remedial action at the Site.
- s. On July 7, 2005, Ohio EPA held a public meeting to discuss the Amended Preferred Plan and to solicit public comments. The public comment period ended on July 15, 2005. Gould and Federal-Mogul submitted public comments on the Amended Preferred Plan. Based on the written comments submitted by the Work Respondent, some changes were made to the Amended Preferred Plan before it was issued as the Decision Document.
- t. On October 19, 2005, Ohio EPA issued its Decision Document (Appendix A), which concluded that, based on analysis presented in the RI/FS Reports, contamination exists in soil and groundwater at concentrations above acceptable risk levels, poses a substantial threat to public health and the environment, and must be remediated to protect human health and the environment. Ohio EPA concluded that actual or

threatened releases of contaminants from the Site, if not addressed by implementing the remedy selected in the Decision Document, may endanger public health, welfare or the environment.

u. The Decision Document identified the remedy selected by Ohio EPA to address conditions at the Site. Ohio EPA's remedy for the Site consists of:

- i) Soil vapor extraction ("SVE") of the VOC-impacted soil that represents a significant source for leaching of contaminants to ground water;
- ii) Pumping and treatment of VOC-impacted ground water as a means of hydraulic gradient control and removal of contaminant mass from the saturated zone; and
- iii) Long-term monitoring to track contaminant removal and verify the continued hydraulic containment of the ground water plume.

The remedy selected by Ohio EPA is substantially the same as the remedy proposed by Ohio EPA in the Amended Preferred Plan.

v. The State of Ohio ("State") and Federal-Mogul reached a settlement on September 5, 2006, of the State's bankruptcy claim in the Federal-Mogul bankruptcy. By Order dated October 27, 2006, the United States Bankruptcy Court for the District of Delaware approved a settlement agreement in the matter of Federal-Mogul Global, Inc., et al., Case No. 01-10578 (JFK) ("Federal-Mogul Settlement"), attached to these Orders as Appendix F. The Federal-Mogul Settlement includes allowance to the State of a general unsecured claim of \$2,320,000 pursuant to an approved reorganization plan, plus certain potential insurance proceeds relating to the Site, as described in paragraphs 4 and 5 of the Federal-Mogul Settlement ("Federal-Mogul Funds").

w. Pursuant to paragraph 5(C) of the Federal-Mogul Settlement, the effect of Ohio EPA's allowed unsecured claim for the Site was to reduce the liability of other potentially responsible parties for the Site by the net proceeds received by the State.

x. Pursuant to paragraph 14 of the Federal-Mogul Settlement, distributions to the State are to be segregated and placed in an interest-bearing account for the purpose of expenditure on, or reimbursement for, costs related to the cleanup of the Site, unless the Director of Ohio EPA determines on or after October 27, 2011 that no third party is expected to complete the remediation of the Site.

y. Each Respondent is a "person" as defined in ORC sections 3734.01(G) and 6111.01(I).

z. Pure PCE, TCE, TCA and carbon tetrachloride are halogenated degreasing solvents, which when spent and disposed of, are "hazardous waste" as that term is

defined in ORC section 3734.01(J) and rules 3745-50-10, 3745-51-03 and 3745-51-31 (A) of the Ohio Administrative Code ("OAC"). In addition, because of their quantity, concentration, physical or chemical characteristics, some contaminants of concern found at the Site, including PCE, TCE, dichloroethene ("DCE"), vinyl chloride, copper, nickel and lead, constitute "hazardous wastes" as defined in ORC Section 3734.01(J).

aa. The Site is a hazardous waste facility, solid waste facility, or other location where hazardous waste was treated, stored or disposed, within the meaning of ORC section 3734.01(N). Gould and Federal-Mogul have generated contaminants at the Site. Gould and Federal-Mogul directly or indirectly allowed and/or directed the placement and/or disposal of contaminants at the Site.

bb. Ohio EPA has incurred and continues to incur Response Costs associated with the Site.

cc. Conditions at the Site constitute a substantial threat to public health or safety or are causing or contributing to or threatening to cause or contribute to air or water pollution or soil contamination within the meaning of ORC section 3734.20(B).

dd. Contaminants found at the Site are "industrial wastes" or "other wastes," as defined in ORC section 6111.01 (C) and (D), respectively.

ee. The migration and threatened migration of these contaminants to ground water and surface water at or from the Site constitutes the discharge of industrial wastes or other wastes into "waters of the state," as that term is defined in ORC section 6111.01(H). The Work required pursuant to these Orders will contribute to the prohibition or abatement of the discharge of contaminants to waters of the state.

ff. In issuing these Orders, 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 to evidence relating to conditions calculated to result from compliance with these Orders, and their relation to the benefits to the people of the State to be derived from such compliance.

V. GENERAL PROVISIONS

7. Objectives of the Parties

The objectives of the Parties in entering into these Orders are to provide for the protection of public health and safety and the environment from the disposal, discharge, or release of contaminants at the Site through the design, construction, operation and maintenance of the remedy set forth in the Decision Document, and to reimburse Ohio EPA for Response Costs incurred in connection with the Site.

8. Commitment of Respondents

Work Respondent agrees to perform the Work in accordance with these Orders including but not limited to the attached RD/RA Work Plan, and all standards, specifications, and schedules set forth in or developed pursuant to these Orders. Respondents MCIC North, MCIC Sinter, and MCIC agree to execute environmental covenants affecting a designated portion of the Site as provided in the Land Use and Conveyance of Title Section of these Orders. Respondents MCIC North, MCIC Sinter, MCIC and Miba agree to provide Work Respondent with reasonable access to the Subject Property and Facility to conduct the Work and agree not to interfere with the Work. Work Respondent agrees to reimburse Ohio EPA for all Response Costs as provided in the Reimbursement of Costs Section of these Orders.

9. 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, state and local laws and regulations.
- b. Work Respondent shall perform the activities required pursuant to these Orders in a manner that is not inconsistent with the NCP. Ohio EPA has determined that activities conducted pursuant to these Orders, as approved by Ohio EPA, are necessary and consistent with the NCP.
- c. Where any portion of the Work requires a permit or other authorization, Work Respondent shall submit applications in a timely manner and take all other actions reasonably necessary to obtain such permits or other authorization. These Orders are not, and shall not be construed to be, a permit or other authorization issued pursuant to any statute or regulation.

VI. PERFORMANCE OF WORK

10. Supervising Contractor

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

11. Interim Action

The Work Respondent shall provide for, and all other Respondents shall cooperate with, the continued operation of existing recovery well WSW-4, at a minimum

pumping rate of 250 gpm, following the issuance of these Orders and until such time as the installation of a new recovery well or upgrade of the existing treatment system in accordance with the RD/RA Work Plan may necessitate a temporary or permanent cessation of pumping activities, the conditions of which shall be subject to Ohio EPA approval (which approval shall not be unreasonably withheld). Groundwater pumped from WSW-4 during the operation of this interim action must be treated via the existing air stripping system.

12. Remedial Design and Remedial Action

- a. The approved RD/RA Work Plan is attached to these Orders as Appendix B.
- b. The RD/RA Work Plan provides for the design, construction, operation and maintenance of the remedy as set forth in the Decision Document.
- c. The RD/RA Work Plan was developed in conformance with the SOW, Appendix C of these Orders, the NCP and the guidance documents listed in Appendix D of 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 RD/RA, Ohio EPA will notify Work Respondent, and the RD/RA Work Plan and other affected documents shall be modified accordingly, subject to the provisions of Section XV, Dispute Resolution.
- d. Handling Inconsistencies. Should Work Respondent identify any inconsistency between any of the laws and regulations and guidance documents that Work Respondent is required to follow by these Orders, Work Respondent shall notify Ohio EPA in writing of each inconsistency and the effect of the inconsistencies upon the Work to be performed. Work Respondent shall also recommend, along with a supportable rationale justifying each recommendation, the requirement Work Respondent believes should be followed. Work Respondent shall implement the affected Work as directed by Ohio EPA, subject to the provisions of Section XV, Dispute Resolution.
- e. RD/RA Work Plan Implementation. Work Respondent shall submit all plans, reports, or other deliverables required under the approved RD/RA Work Plan, in accordance with the approved RD/RA schedule set forth therein, for review and approval pursuant to the Review of Submittals Section of these Orders.

13. Health and Safety Plan

Within thirty (30) days after the effective date of these Orders, Work Respondent shall submit to Ohio EPA for review and comment a health and safety plan developed in conformance with the guidance listed in Appendix D.

14. Operation and Maintenance Plan

The Operation and Maintenance ("O&M") Plan, including a schedule for implementation, shall be submitted in accordance with the schedule set forth in the approved RD/RA Work Plan. Ohio EPA will review the O&M Plan pursuant to the procedures set forth in the Review of Submittals Section of these Orders. Subject to the provisions of Section XV, Dispute Resolution, upon approval of the O&M Plan by Ohio EPA, Work Respondent shall implement the O&M Plan. Work Respondent shall submit all plans, reports, or other deliverables required under the approved O&M Plan, in accordance with the approved O&M schedule set forth therein, for review and approval pursuant to the Review of Submittals Section of these Orders.

VII. ASSURANCE OF ABILITY TO COMPLETE WORK

15. Cost Estimates

- a. Within sixty (60) days after Work Respondent's receipt of Ohio EPA's approval of the Final Design Report required under Section VI (PERFORMANCE OF WORK) of these Orders, Work Respondent shall submit to Ohio EPA a final detailed written estimate of the cost of the work associated with the long-term operation and maintenance ("O&M") and monitoring of the selected remedy identified in the Decision Document, in current dollars ("Initial Cost Estimate") (estimated in the Decision Document to be \$7,030,767), including any adjustments for inflation based upon the Gross Domestic Product Implicit Price Deflator ("GDP/IPD") and any adjustments for discount rates based upon the Federal Reserve Bank's 30-year Treasury Bill rate for the most recent month for which data is available.
- b. Beginning one year after the effective date of these Orders, and semi-annually thereafter, Work Respondent must submit to Ohio EPA an estimated cost of the remaining O&M and monitoring Work to be performed, ("Current Revised Cost Estimate") based upon the procedures described in the preceding paragraph. Information relied upon in support of the Current Revised Cost Estimate must be provided with any request for reduction. If an adjustment is made to any such Current Revised Cost Estimate for inflation and/or discount rates, an explanation shall be provided.
- c. The Current Revised Cost Estimate shall reflect any adjustments caused by the Work Respondent's agreement to perform any additional O&M and monitoring Work requested by Ohio EPA pursuant to Section IX (ADDITIONAL WORK) or by any other conditions that have increased the cost of the O&M and monitoring Work to be performed under these Orders (e.g., change in contractor).
- d. Work Respondent shall submit the Initial Cost Estimate and all Current Revised Cost Estimates to Ohio EPA for review and approval, which approval shall not be

unreasonably withheld. Ohio EPA will review each cost estimate and notify Work Respondent in writing of Ohio EPA's approval, disapproval, or combination thereof in accordance with Section XIV (REVIEW OF SUBMITTALS).

16. Performance Guarantee

- a. In order to secure the full and final completion of the O&M and monitoring Work in accordance with these Orders, within sixty (60) days following the effective date of these Orders or within sixty (60) days following Ohio EPA's approval of the Initial Cost Estimate, whichever date is later, Work Respondent shall establish financial security ("Financial Assurance") for the benefit of Ohio EPA in an amount at least equal to the Initial Cost Estimate. Thereafter, Work Respondent shall maintain Financial Assurance in an amount at least equal to the Current Revised Cost Estimate. Work Respondent may use one or more of the Financial Assurance mechanisms described in the subparagraphs below.

Work Respondent shall submit draft Financial Assurance instruments and related documents to Ohio EPA, concurrently with Work Respondent's submission of the Initial Cost Estimate, for Ohio EPA's review and approval in accordance with Section XIV (REVIEW OF SUBMITTALS).

- i. A trust fund administered by a trustee which is an entity that has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or State agency and that is acceptable to Ohio EPA. The trust agreement shall provide that the trustee shall make payments from the fund, (1) as Work Respondent shall direct in writing to pay invoices submitted by Work Respondent from the fund for Work expenditures made by approved contractors engaged by Work Respondent; Work Respondent must only direct payment of invoices for which Work Respondent has submitted a notification to Ohio EPA's Site Coordinator, in accordance with Section XIV (REVIEW OF SUBMITTALS) of these Orders, or (2) in the event of a failure of performance as described in this Section, to pay any other person whom Ohio EPA determines has performed or will perform the Work required by these Orders at the direction of Ohio EPA.
- ii. A surety bond unconditionally guaranteeing performance of the Work or payment, at the direction of Ohio EPA into a standby trust fund which meets the requirements of the trust fund described in subparagraph i. above. The surety company issuing the bond must be among those listed as acceptable sureties on Federal Bonds as set forth in Circular 570 of U.S. Department of the Treasury and under Title 31 U.S.C. §§ 9304-9308.
- iii. One or more irrevocable letter(s) of credit, payable at the direction of Ohio EPA, into a standby trust fund which meets the requirements of the trust

fund described in subparagraph i. above. The letter(s) of credit must be issued by one or more financial institution(s) (a) that has the authority to issue letters of credit, and (b) whose letter-of-credit operations are regulated and examined by a Federal or State agency. The letter(s) of credit must be irrevocable and issued for a period of at least one (1) year. The letter(s) of credit must provide that upon its expiration date, the letter(s) of credit will be automatically extended for a period of at least one (1) year unless, at least 120 days before the current expiration date, the issuing institution notifies the Work Respondent and Ohio EPA by certified mail of a decision not to extend the expiration date. Under the terms of the letter(s) of credit, the 120 days will begin on the date when the Work Respondent and Ohio EPA have received the notice, as evidenced by the return receipts.

- iv. A policy of insurance that (a) provides Ohio EPA with rights as a beneficiary, which is acceptable to Ohio EPA; and (b) is issued by an insurance carrier that (i) has the authority to issue insurance policies in Ohio, and (ii) whose insurance operations are regulated and examined by a Federal or Ohio agency. The insurance policy shall be issued for a face amount at least equal to the Initial Cost Estimate or Current Revised Cost Estimate, whichever is the most current estimate, except for those costs covered by another Financial Assurance instrument, as permitted in subparagraphs i. through iii. above. The policy shall provide that the insurer shall make payments as the Work Respondent shall direct in writing (A) to reimburse Work Respondent for expenditures made by Work Respondent for Work performed in accordance with these Orders, or (B) to pay any other person whom Ohio EPA determines has performed or will perform the Work in accordance with these Orders, up to an amount equal to the face amount of the policy. The policy shall also provide that it may not be canceled, terminated or non-renewed and the policy shall remain in full force and effect in the event that (1) the Work Respondent is named as a debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy) of the U.S. Code; or (2) Ohio EPA issues a Performance Failure Notice under this Section of these Orders.
- b. All Financial Assurance instruments provided pursuant to this Section of these Orders shall be consistent with OAC rules 3745-55-43 (A) through (E) and 3745-55-51 (A) through (E) to the extent appropriate to the O&M and monitoring Work required by these Orders. The Financial Assurance instrument(s) provided pursuant to this Section (including, without limitation, the original versions of letters of credit and other negotiable instruments issued for Ohio EPA's benefit) shall be submitted by Work Respondent to the Ohio EPA Site Coordinator in accordance with Section XIV (REVIEW OF SUBMITTALS) of these Orders.

- c. Whenever the Current Revised Cost Estimate exceeds the amount of Financial Assurance already provided pursuant to this Section by more than 5%, the Work Respondent shall, within sixty (60) days thereafter, obtain and present to Ohio EPA, for review and approval a revised form of Financial Assurance (and otherwise acceptable under this Section) that reflects such cost increase.
- d. In the event that an institution involved in the management of funds provided to guarantee performance under this Section, or responsible for providing such performance guarantee becomes unable to perform its obligations, or to provide the funds or financial resources for the Work as required by these Orders, Ohio EPA shall issue a written notification to Work Respondent of such incapacity. Thereafter, within sixty (60) days of receipt of such notification, Work Respondent shall either secure proper performance of the guarantee from the institution to satisfy Ohio EPA, or submit to Ohio EPA for approval, an alternative form of Financial Assurance that meets the requirements of this Section. Work Respondent's inability to post Financial Assurance shall in no way excuse performance of any other requirements of these Orders, including, without limitation, the Work Respondent's obligation to complete the O&M and monitoring Work in accordance with the terms hereof.

17. Performance Failure

- a. All Financial Assurance instruments provided pursuant to this Section shall provide Ohio EPA with immediate access to resources, whether in cash or in kind services, to continue and complete the O&M and monitoring Work in the event Ohio EPA determines that Work Respondent (i) has ceased implementation of any portion of the O&M and monitoring Work, (ii) are significantly or repeatedly deficient or late in its performance of the O&M and monitoring Work, or (iii) is implementing the O&M and monitoring Work in a manner which may cause an endangerment to human health and/or the environment. Upon making such determination, Ohio EPA may issue a written notice ("Performance Failure Notice") to both the Work Respondent and the Financial Assurance provider of Work Respondent's failure to perform. The Performance Failure Notice will specify the grounds upon which such a notice was issued and will provide the Work Respondent with a period of ten (10) days within which to remedy the circumstances giving rise to the issuance of such notice. Upon the expiration of the ten-day notice period, Work Respondent may invoke the procedures set forth in Section XV (DISPUTE RESOLUTION), to dispute Ohio EPA's determination that any of the circumstances described in clauses (i), (ii), or (iii) has occurred.
- b. Failure by the Work Respondent to remedy the relevant Performance Failure to Ohio EPA's satisfaction before the expiration of the ten-day notice period specified in this paragraph shall trigger Ohio EPA's right to have immediate access to and benefit of the Financial Assurance provided pursuant to this Section, and Ohio EPA may, at any time after the expiration of the ten-day notice

period, both order Work Respondent to cease performance of the Work and direct the Financial Assurance provider to immediately (i) deposit into a newly created trust fund approved by Ohio EPA, the remaining funds obligated under the Financial Assurance instrument or (ii) arrange for performance of the O&M and monitoring Work in accordance with these Orders.

- c. If Ohio EPA has issued a Performance Failure Notice but is nevertheless unable after reasonable efforts to secure the resources (whether in cash or in-kind services) necessary to continue and complete the O&M and monitoring Work from the Financial Assurance instrument(s) posted by Work Respondent pursuant to this Section, then, upon receiving written notice from Ohio EPA, Work Respondent shall (in the event Work Respondent does not prevail in Dispute Resolution, if any, as set forth in Section XV (DISPUTE RESOLUTION) of these Orders), secure the resources available under the Financial Assurance mechanism, or deposit into an account specified by Ohio EPA, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount equal to the Current Revised Cost Estimate.
- d. If Work Respondent disputes an Ohio EPA determination under this paragraph that identifies an immediate or potential threat to human health and/or the environment that warrants immediate action, Ohio EPA will direct the Trustee of the trust account newly-created by Ohio EPA following the Performance Failure Notice to make any appropriate payments from such trust fund to address such threat. Otherwise, Ohio EPA will direct the Trustee to not make any payments from the newly-created trust fund, pending resolution of a dispute. If Work Respondent prevails in dispute resolution, all funds in the newly-created trust fund, including any interest that accrued on the funds, shall be returned to a Financial Assurance provider who has agreed to continue providing Financial Assurance to the Work Respondent.

18. Reduction of Amount of Financial Assurance.

Concurrent with the submission of the Current Revised Cost, if the Work Respondent believes that the estimated cost to complete the remaining O&M and monitoring Work has decreased below the aggregate amount of the Financial Assurance mechanism or mechanisms selected by Work Respondent, the Work Respondent may, at the time of submittal of the Current Revised Cost Estimate, submit a written request to Ohio EPA to reduce the current amount of Financial Assurance to an amount no less than the Current Revised Cost Estimate. If Ohio EPA decides to accept such a proposal, Ohio EPA shall issue a notification to the Work Respondent of such decision in writing. After receiving Ohio EPA's written acceptance, which shall not be unreasonably withheld, Work Respondent may reduce the amount of Financial Assurance in accordance with and to the extent permitted by such written acceptance.

19. Release of Financial Assurance

Work Respondent may petition Ohio EPA to allow the release or discontinuance of the Financial Assurance required hereunder. Work Respondent shall submit a written proposal for such release to Ohio EPA which shall specify the basis for the requested release (e.g., full and final completion of the O&M and monitoring Work, etc.). If Ohio EPA decides to accept such a proposal, Ohio EPA shall notify the Work Respondent and the provider of the Financial Assurance of such decision in writing. The provider of the Financial Assurance may be released from its obligations under the instrument only upon a written release from Ohio EPA.

VIII. LAND USE AND CONVEYANCE OF TITLE

20. Environmental Covenants

Within thirty (30) days after the effective date of these Orders, Respondents MCIC North, MCIC Sinter, and MCIC shall execute and file for recording, in the deed or official records of the Morgan County Recorder's Office, on the title to the Subject Property owned by Respondent MCIC, the environmental covenants that are attached hereto as Appendix E. Within thirty (30) days after filing with the Morgan County Recorder's Office the executed environmental covenants, Respondents MCIC North, MCIC Sinter, and MCIC shall submit to Ohio EPA a file-stamped copy of the recorded environmental covenants. The terms and conditions of the environmental covenants are incorporated into these Orders and shall be binding upon Respondents MCIC North, MCIC Sinter, and MCIC.

21. Land Use Self-Reporting Requirement

Respondents MCIC North, MCIC Sinter, MCIC and Miba shall not permit the Subject Property to be used in any manner that would violate the terms of the environmental covenants or adversely affect the integrity of any containment, treatment, or monitoring systems at the Site, and shall promptly notify Ohio EPA of any violation of the terms of the environmental covenants or any such adverse effect.

22. Notice of Transfer of Property

If Respondents MCIC North or MCIC Sinter or MCIC or Miba conveys any interest in the Subject Property or Facility, each deed, title, lease or other instrument shall contain a notice stating that the Subject Property is subject to these Orders and the environmental covenants, and shall reference any monitoring, treatment or containment devices present on the Subject Property as a result of these Orders. Prior to each conveyance of an interest in any portion of the Subject Property or Facility, including but not limited to easements, deeds, leases and mortgages, the transferring Respondent shall notify the Transferee of the existence of any containment, treatment,

or monitoring systems, and shall provide copies of these Orders and the environmental covenants to the Transferee. The transferring Respondent shall notify Ohio EPA and the other Respondents at least thirty (30) days in advance of each conveyance of an interest in any portion of the Subject Property or Facility. The transferring Respondent's notice shall include the name and address of the Transferee and a description of the provisions made for the continued access to and maintenance of any containment, treatment, and monitoring systems.

23. Confirmation of Conveyance

Within thirty (30) days after each conveyance of any fee simple interest in any portion of the Subject Property, the transferring Respondent shall submit to Ohio EPA and Work Respondent, via certified mail, the following information:

- a. A copy of the deed or other documentation evidencing the conveyance;
- b. The name, address, and telephone number of the new property owner and the name, address, and telephone number of the contact person for the property owner;
- c. A legal description of the property, or the portion of the property, being transferred;
- d. A survey map of the property, or the portion of the property, being transferred;
- e. The closing date of the transfer of ownership of the property, or portion of the property.

IX. ADDITIONAL WORK

24. Ohio EPA or Work Respondent may determine that in addition to the tasks defined in the approved RD/DA Work Plan, additional Work may be necessary to implement the final remedy set forth in the Decision Document. Within sixty (60) days after receipt of written notice from Ohio EPA that such additional Work is necessary, unless otherwise specified in writing by Ohio EPA, Work Respondent shall submit a work plan for the performance of the additional Work and a revised RD/RA schedule. In addition, Work Respondent shall submit revisions for any other schedules impacted by the additional Work. To the extent Work Respondent disputes that additional Work is necessary, Work Respondent shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders within thirty (30) days after receipt of Ohio EPA's notification of the need for additional Work. The work plan for additional Work shall conform to the applicable standards and requirements set forth in the documents attached to these Orders as Appendices C and D (SOW and relevant guidance documents). Upon approval by Ohio EPA of the work plan and schedule for additional

Work pursuant to the Review of Submittals Section of these Orders, Work Respondent shall implement the approved work plan for additional Work in accordance with the revised schedules contained therein.

25. In the event that Work Respondent determines that additional Work is necessary, Work Respondent shall submit an initial letter to Ohio EPA to explain why the additional Work is necessary, what the additional Work is, and what impact, if any, the additional Work will have on the overall Work schedule. If Ohio EPA concurs with the request for additional Work, Work Respondent shall submit a work plan and schedule for the performance of additional Work. The work plan shall conform to the applicable standards and requirements set forth in the documents attached to these Orders as Appendices C and D. Upon approval by Ohio EPA of the work plan and schedule for additional Work pursuant to the Review of Submittals Section of these Orders, Work Respondent shall implement the approved work plan for additional Work in accordance with the schedules contained therein.

26. In the event that additional Work is necessary to accomplish any task described in a previously approved work plan, the deadline for completing such task(s) shall be extended by mutual agreement between the Work Respondent and Ohio EPA by the amount of time required to perform the additional Work, including the period of time required to plan and/or obtain approval from Ohio EPA for the performance of such Work.

X. SAMPLING AND DATA AVAILABILITY

27. Unless otherwise agreed to by the Site Coordinators for Work Respondent and Ohio EPA, as identified pursuant to Section XII, each Party shall notify the other Parties not less than five (5) business days in advance of all sample collection activity related to the Work. Ohio EPA shall also have the right to take any additional samples it deems necessary. Upon request, the Parties shall allow split and/or duplicate samples to be taken by the other Parties.

28. Within ten (10) business days after receipt of a request by Ohio EPA, Work Respondent shall submit to Ohio EPA copies of all QA/QC-validated results received by Work Respondent of sampling and/or tests or other data, including raw data and original laboratory reports, generated by or on behalf of Work Respondent with respect to the Site and/or the implementation of these Orders. An electronic copy shall also be provided in a commonly available format approved by Ohio EPA. Work Respondent 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 Work Respondent subsequently discover an error in any report or raw data, Work Respondent shall promptly notify Ohio EPA of such discovery and provide the correct information.

XI. ACCESS

29. Ohio EPA and Work Respondent shall have access at all reasonable times to the Subject Property 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. For Ohio EPA, monitoring the Work; for Work Respondent, performing the Work;
- b. Conducting sampling;
- c. Inspecting and copying records, operating logs, and/or other documents related to the implementation of these Orders;
- d. Monitoring compliance with use restrictions;
- e. Conducting investigations and tests related to the implementation of these Orders; and
- f. For Ohio EPA, verifying any data and/or other information submitted to Ohio EPA.

30. To the extent that the Subject Property or any other property to which access is required for the implementation of these Orders is owned or controlled by persons other than Respondents, Work Respondent shall use its reasonable best efforts to secure from such persons access for Work Respondent and Ohio EPA as may be necessary to effectuate these Orders. Copies of all access agreements obtained by Work Respondent shall be provided to Ohio EPA upon request. If any access required to implement these Orders is not obtained within thirty (30) days after the date Ohio EPA notifies Work Respondent in writing that additional access beyond that previously secured is necessary, Work Respondent shall promptly notify Ohio EPA in writing of the steps Work Respondent has taken to attempt to obtain access. Ohio EPA may, as it deems appropriate, assist Work Respondent in obtaining access.

31. Notwithstanding any provision of these Orders, the State of Ohio retains all of its access rights and authorities, including enforcement authorities related thereto, under any applicable statute or regulation including but not limited to ORC §§ 3734.20 and 6111.05.

XII. DESIGNATED SITE COORDINATORS

32. The name, address and telephone number of the designated Site Coordinator and Alternate Site Coordinator for each Party is as follows:

For Ohio EPA:

Kevin O'Hara, Site Coordinator
Brian Blair, Alternate Site Coordinator
Ohio EPA
Southeast District Office
2195 Front Street
Logan, Ohio 43138
(740) 385-8501

For Respondent Gould:

James F. Cronmiller, Site Coordinator
34929 Curtis Boulevard
Eastlake, Ohio 44095-4001
(440) 953-5044

Stephen Kirschner, Alternate Site Coordinator
Advanced GeoServices
1055 Andrew Drive, Suite A
West Chester, Pennsylvania 19390
(610) 840-9117

For Respondents MCIC North, MCIC Sinter, and MCIC:

John Wilson
Morgan County Improvement Corp.
155 E. Main Street
McConnelsville, Ohio 43756

For Respondent Miba:

Bernie Anderson, President
Bearing Group, Miba Bearings US, LLC
5037 North State Route 60
McConnelsville, Ohio 43756

If a designated Site Coordinator or Alternate Site Coordinator is changed, the identity of the successor will be given to the other Parties at least seven (7) days before the

changes occur, unless impracticable, but in no event later than the actual day the change is made.

33. 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 Coordinators 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 ensuring that all communications from the other Parties are appropriately disseminated and processed. Work Respondent's Site Coordinator or Alternate Site Coordinator shall be present on the Site or on call during all hours of Work at the Site.

34. 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. Directing the type, quantity and location of samples to be collected by Work Respondent pursuant to an approved Work plan;
- b. Collecting samples;
- c. Observing, taking photographs, or otherwise recording information related to the implementation of these Orders, including the use of any mechanical or photographic device;
- d. Directing that Work stop for a period not to exceed seventy-two (72) hours whenever the Ohio EPA Site Coordinator determines that 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. If the Chief of the Ohio EPA Division of Emergency and Remedial Response concurs with the determination of the Ohio EPA Site Coordinator, the 72-hour time limitation shall not apply. Elements of the Work not affected by the Work stoppage shall be completed according to schedules in the approved RD/RA Work Plan or approved additional Work work plan(s);
- e. Conducting investigations and tests related to the implementation of these Orders;
- f. Inspecting and copying records, operating logs, and/or other documents related to the implementation of these Orders; and
- g. Assessing Respondents' compliance with these Orders and the environmental covenants.

XIII. PROGRESS REPORTS AND NOTICE

35. Work Respondent shall submit a written progress report to Ohio EPA by the tenth (10th) day of every month. The progress reports shall include:
- a. A description of the Work performed during the reporting period including an estimate of the percentage of the RD/RA completed;
 - b. A list of all target and actual completion dates for each element of activity including project completion;
 - c. An explanation for any deviation from any applicable schedule;
 - d. Summaries of all findings and QA/QC-validated sampling results received during the reporting period;
 - e. Summaries of all significant changes made in the RD/RA during the reporting period, indicating consultation with Ohio EPA and date for approval by Ohio EPA of those changes, when necessary;
 - f. Summaries of all significant contacts with representatives of the local community, public interest groups or government agencies during the reporting period;
 - g. Summaries of all significant problems or potential problems encountered during the reporting period, including those which delay or threaten to delay completion of project milestones with respect to the approved work plan schedule or RD/RA schedule;
 - h. Summaries of actions taken and/or planned to rectify or prevent problems;
 - i. Changes in personnel during the reporting period;
 - j. Summary of projected Work to occur during the next reporting period;
 - k. Copies of daily reports, inspection reports, sampling data, and laboratory/monitoring data, etc.;
 - l. The quantity and disposition of any media removed:
 - i. Soil removed should be reported by volume or area, as appropriate; any soil disposed of off-Site must be reported by weight;
 - ii. Ground water removed – Ground water removed must be reported by volume;

- iii. Waste and debris removed - Waste and debris will be defined as regulated materials not otherwise covered in Roman number i and ii above. Waste and debris removed should be reported by either volume or area as appropriate.
- m. The disposition of contaminated soil, sediments, and waste material that was treated on or off-Site, or the disposal location for any quantity of contaminated ground water and/or surface water that was pumped and treated or disposed.

36. Progress reports (one copy only) and all other documents (two copies) required to be submitted pursuant to these Orders to Ohio EPA shall be sent to the Ohio EPA Site Coordinator at the address listed in Section XII, Designated Site Coordinators, of these Orders. All written correspondence to Respondents shall be directed to the Respondents' Site Coordinators at the addresses listed in Section XII, Designated Site Coordinators, of these Orders.

XIV. REVIEW OF SUBMITTALS

37. Ohio EPA shall promptly review any work plan, report, or other item required to be submitted pursuant to these Orders. Upon review, Ohio EPA may in its sole discretion: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve the submission in part and disapprove the submission in part, specifying the deficiencies; (d) disapprove the submission, specifying the deficiencies; or (e) any appropriate combination of the above. The results of Ohio EPA's review shall be detailed in writing and provided to the Work Respondent.

38. In the event of Ohio EPA's approval, or partial approval of any submission, Work Respondent shall proceed to take any action required by the submission as approved or partially approved by Ohio EPA.

39. In the event that Ohio EPA disapproves a submission, in whole or in part, or conditionally approves a submission and notifies Work Respondent in writing of the deficiencies or conditions, Work Respondent shall within thirty (30) days, or such longer period of time as specified by Ohio EPA in writing, correct the deficiencies and incorporate the conditions, and submit a revised submission to Ohio EPA for approval. The revised submission shall incorporate all of the undisputed changes, additions, and/or deletions specified by Ohio EPA in its disapproval, partial approval or conditional approval. Revised submissions shall be accompanied by a letter indicating how and where each of Ohio EPA's comments were incorporated into the submission. Any other changes made to the submission by Work Respondent shall also be identified in the letter. To the extent that Work Respondent disputes any changes, additions, deletions, or conditions specified by Ohio EPA, Work Respondent shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders, within thirty (30) days after receipt of Ohio EPA's disapproval, partial approval or conditional

approval of a submission. Notwithstanding the disapproval, partial approval or conditional approval, Work Respondent shall proceed to take any action required by a non-deficient or unconditionally approved portion of the submission.

40. In the event that Ohio EPA disapproves a revised submission, in whole or in part, and notifies Work Respondent in writing of the deficiencies, Work Respondent shall within fifteen (15) business days, or such longer period of time as specified by Ohio EPA in writing, either: (i) correct the deficiencies and incorporate all changes, additions, and/or deletions, and submit the revised submission to Ohio EPA for approval; or, (ii) initiate the dispute resolution process pursuant to Section XV, Dispute Resolution, of these Orders. If Work Respondent fails to submit a revised submission incorporating all changes, additions, and/or deletions within fifteen (15) business days, or such period of time as specified by Ohio EPA in writing, or alternatively, initiate the dispute resolution process pursuant to Section XV, Work Respondent shall be considered in breach and/or violation of these Orders.

41. 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.

XV. DISPUTE RESOLUTION

42. The Site Coordinators shall, whenever possible, operate by consensus. In the event that there is a dispute regarding a conditional approval or a partial or complete disapproval by Ohio EPA of a submission by Work Respondent, a dispute regarding the Work required to be performed by Work Respondent under these Orders, or a dispute regarding reimbursement under Sections XVII or XVIII of these Orders, the Work Respondent shall have thirty (30) days from the date the dispute arises to invoke the dispute resolution procedures of this Section by notifying Ohio EPA in writing of the dispute. The written notice of dispute shall reference this Dispute Resolution section of these Orders. After Ohio EPA's receipt of such written notice, the Site Coordinators may, for the remainder of the thirty (30) day period, negotiate in good faith in an attempt to resolve the dispute. This thirty (30) day period may be extended by mutual agreement of Ohio EPA and Work Respondent; however, any such extension shall be confirmed in writing by Ohio EPA and any such negotiation period shall not exceed sixty (60) days from the date of Ohio EPA's receipt of the written notice of dispute.

43. A dispute regarding a submission by Work Respondent shall be considered to have arisen when the Work Respondent's Site Coordinator receives Ohio EPA's written conditional approval or disapproval in accordance with Section XIV, Review of Submittals. A dispute regarding the Work to be performed under these Orders shall be considered to have arisen when Ohio EPA's Site Coordinator communicates in writing

to Work Respondent's Site Coordinator the position which gives rise to the dispute. A dispute regarding reimbursement under Section XVII of these Orders shall be considered to have arisen when Work Respondent receives an itemized invoice from Ohio EPA pursuant to Section XVII of these Orders. A dispute regarding reimbursement under Section XVIII of these Orders shall be considered to have arisen when Work Respondent receives a written notice from Ohio EPA regarding a defect or impropriety in an invoice submitted by Work Respondent. If written notice is not provided within thirty (30) days after the date the dispute arises regarding Ohio EPA's written conditional approval or disapproval, or regarding Work to be performed, or regarding reimbursement under Section XVIII of these Orders, or within forty-five (45) days after the date a dispute arises regarding reimbursement under Section XVII of these Orders, the dispute resolution procedures may not be invoked for the disputed issue(s). Within thirty (30) days after Ohio EPA's receipt of the written notice of dispute, Work Respondent shall provide Ohio EPA with the rationale supporting the Work Respondent's position. If Ohio EPA concurs with the position of Work Respondent, then the work plan, report or other item required to be submitted pursuant to these Orders shall be modified accordingly.

44. If Ohio EPA does not concur with Work Respondent, Ohio EPA's Site Coordinator shall notify the Work Respondent in writing that Ohio EPA does not concur. Upon receipt of such written notice, Work Respondent shall have fifteen (15) business days after receipt of the non-concurrence notification from Ohio EPA to provide a written statement of the dispute to the Ohio EPA Southeast District Office Chief and request a formal resolution of the dispute. The Work Respondent's written statement instituting the formal dispute resolution procedure shall include the rationale supporting the position of the Work Respondent. If the Work Respondent does not provide such a statement, rationale and request within fifteen (15) business days after receipt of Ohio EPA's non-concurrence notification, Ohio EPA will adopt the written position of its Site Coordinator and the work plan, report, other item required to be submitted pursuant to these Orders, or any other item subject to the dispute resolution procedures of this Section shall be modified accordingly. If the Work Respondent provides such a statement, rationale and request within fifteen (15) business days after receipt of Ohio EPA's non-concurrence notification, the Ohio EPA Southeast District Office Chief shall review the written positions of the Parties and shall resolve the dispute based upon and consistent with these Orders, including the SOW, the Decision Document, any applicable approved work plan, and applicable federal and state statutes and regulations.

45. The pendency of a dispute under this Section shall extend only the time period for completion of the tasks related to the matters in dispute, except that upon mutual agreement of the Parties, any other time period may be extended as is deemed 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 time frames. The dispute resolution procedures under this section shall apply only to disputes regarding a

conditional approval or partial or complete disapproval by Ohio EPA of a submission by Work Respondent, to disputes regarding the Work to be performed under these Orders, to disputes regarding the reimbursement of costs under Section XVII of these Orders, and to disputes regarding requests for reimbursement under Section XVIII of these Orders.

XVI. UNAVOIDABLE DELAYS

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

47. Work Respondent shall notify Ohio EPA in writing within ten (10) business days after the occurrence of an event that Work Respondent contends is an unavoidable delay. Such written notification shall describe the anticipated length of the delay, the known or suspected cause or causes of the delay, the measures taken and to be taken by Work Respondent to minimize the delay, and the timetable under which these measures will be implemented. Work Respondent shall have the burden of demonstrating that the event constitutes an unavoidable delay.

48. If Ohio EPA does not agree that the delay has been caused by an unavoidable delay, Ohio EPA will notify Work Respondent in writing. If Ohio EPA agrees that the delay is attributable to an unavoidable delay, Ohio EPA will notify Work Respondent in writing of the length of the extension for the performance of the obligations affected by the unavoidable delay.

XVII. REIMBURSEMENT OF COSTS

49. Work Respondent shall reimburse Ohio EPA for all Response Costs incurred both prior to and after the effective date of these Orders.

50. Within thirty (30) days after the effective date of these Orders, Work Respondent shall remit a check to the Ohio EPA for \$60,368.95 for all Response Costs incurred prior to May 21, 2007.

51. For Response Costs incurred after May 21, 2007 and before January 1, 2010, Ohio EPA will submit to Work Respondent, in 2010, an itemized invoice of its Response Costs for that time period. For Response Costs incurred after January 1, 2010, Ohio

EPA will submit to Work Respondent on an annual basis an itemized invoice of its Response Costs for the previous year. Within forty-five (45) days of receipt of such itemized invoice, Work Respondent shall remit payment for all of Ohio EPA's undisputed Response Costs for the applicable time period and invoke dispute resolution with respect to any claimed Response Costs disputed by Work Respondent. Section XV, Dispute Resolution, of these Orders shall apply should a dispute arise between the parties under this Section of these Orders regarding the completeness or accuracy of a statement for Response Costs, whether Response Costs claimed are outside the definition of Response Costs in these Orders, or whether Response Costs claimed are inconsistent with the NCP, but shall not apply to disputes regarding the recoverability of costs of Ohio EPA legal counsel as Response Costs.

52. Work Respondent 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, Columbus, Ohio 43216-1049.

b. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Steve Snyder or his successor, and to the DERR Site Coordinator.

XVIII. REIMBURSEMENT FROM THE FEDERAL-MOGUL FUNDS

53. Provided Work Respondent is in compliance with these Orders, Work Respondent shall be entitled to reimbursement by Ohio EPA from the Federal-Mogul Funds for any properly-invoiced costs incurred by Work Respondent consistent with an approved work plan to complete the Work under these Orders or to reimburse Ohio EPA for Response Costs.

54. Ohio EPA shall promptly notify Work Respondent in writing of Ohio EPA's receipt of Federal-Mogul Funds pursuant to paragraph 14 of the Federal-Mogul Settlement, attached to these Orders as Appendix F.

55. After notice of Ohio EPA's receipt of Federal-Mogul Funds, Work Respondent may submit an itemized invoice of its costs incurred under these Orders to: Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, Attn. Steven Snyder or his successor; and to the Ohio EPA Site Coordinator. An invoice shall include: (a) the Work Respondent's name and federal employer identification number (or other identification as appropriate); (b) the address to which payment is to be sent; (c) a reference to these Orders and date of issuance of these Orders; and (d) an itemized description of costs incurred and the Work performed by Work Respondent. An invoice is not proper if it contains a defect or impropriety. Ohio EPA shall notify the Work

Respondent, in writing, of any defect or impropriety within fifteen (15) days of receipt of an invoice, and provide any information explaining the defect or impropriety. In response to such a notice, Work Respondent shall submit a revised invoice and/or invoke dispute resolution in accordance with Section XV of these Orders. Within thirty (30) days after receipt of a proper invoice, and provided there are sufficient Federal-Mogul Funds available, Ohio EPA shall remit payment to Work Respondent for such invoiced costs from the Federal-Mogul Funds.

56. Thereafter, Work Respondent may submit an itemized invoice of additional costs incurred under these Orders no more frequently than quarterly to Ohio EPA in accordance with this Section of these Orders. Within thirty (30) days after Ohio EPA's receipt of a proper invoice, and provided there are sufficient Federal-Mogul Funds available, Ohio EPA shall remit payment to Work Respondent for such invoiced costs from the Federal-Mogul Funds.

57. Ohio EPA shall promptly notify Work Respondent in writing when the Federal-Mogul Funds received by Ohio EPA are depleted. Thereafter, if the State receives any additional distributions of Federal-Mogul Funds under the Federal-Mogul Settlement, Ohio EPA shall promptly notify Work Respondent in writing of the distribution to Ohio EPA of any such additional Federal-Mogul Funds.

58. Provided Work Respondent is in compliance with these Orders, Ohio EPA agrees that: (i) Ohio EPA will not expend the Federal-Mogul Funds on costs related to the investigation or remediation of other sites; and (ii) no party other than Work Respondent shall be entitled to expend, or to be reimbursed from, the Federal-Mogul Funds.

59. Work Respondent agrees that it will not seek reimbursement by Ohio EPA from the Federal-Mogul Funds pursuant to this Section until Work Respondent has expended any distributions Work Respondent has received pursuant to the \$625,000 claim asserted by Work Respondent for the Site in the Federal-Mogul bankruptcy proceedings. Nothing herein shall restrict Work Respondent's ability to use such direct distributions from the Federal-Mogul bankruptcy proceedings to reimburse itself for Work Respondent's costs at the Site.

XIX. ACCESS TO INFORMATION

60. Upon request, Respondents shall provide, and/or shall use their reasonable best efforts to have their contractors or agents provide, to Ohio EPA within fourteen (14) days, access to or copies of all documents and information within their or their contractors' or agents' possession or control 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; provided, however, that requests for documents created prior to the effective date of these Orders shall be provided as promptly as is reasonably practical under the circumstances, which may exceed fourteen (14) days.

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

62. Any Respondent may assert that certain documents or other information are privileged under the attorney-client privilege, the work-product doctrine or other right of non-disclosure recognized by state law. If any Respondent makes such an assertion, such Respondent shall identify the date, subject, author and known recipients of the privileged document or information, the privilege being asserted by that Respondent, and the grounds upon which the assertion is made.

63. No claim of confidentiality shall be made with respect to any data generated pursuant to these Orders, including but not limited to all sampling, analytical, and monitoring data.

64. Work Respondent shall preserve for the duration of these Orders and for a minimum of ten (10) years after termination of these Orders, one (1) complete set of: (a) all documents submitted to Ohio EPA by Work Respondent pursuant to these Orders; and (b) all other final unprivileged records and documents produced pursuant to these Orders that are within their possession or control, or within the possession or control of their contractors or agents, notwithstanding any document retention policy to the contrary. Work Respondent may preserve such documents by microfiche, or other electronic or photographic device. At the conclusion of this document retention period, Work Respondent 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.

XX. PERIODIC REVIEW

65. Work Respondent shall collect and provide such information as is reasonably requested by Ohio EPA in order to permit Ohio EPA to conduct reviews as to the effectiveness of the Remedial Action as described in section 121 (c) of CERCLA and any applicable regulations.

66. If Ohio EPA determines that information received, in whole or in part, during a review conducted pursuant to this Section of these Orders indicates that the Remedial Action selected in the Decision Document is not protective of public health and safety and the environment, nothing herein shall limit Ohio EPA's authority under state or federal law to assert claims for further remedial action against any parties, including Respondents.

XXI. MODIFICATIONS

67. These Orders may be modified only by agreement of the Parties. Modifications shall be in writing, signed by the authorized representatives of the Respondents and by the Director, and shall be effective on the date entered in the Journal of the Director of Ohio EPA.

XXII. INDEMNITY

68. Work Respondent agrees to indemnify, save, and hold harmless Ohio EPA from any and all claims or causes of action arising from, or related to, the implementation of these Orders or to events or conditions at the Site, including any acts or omissions of Work Respondent. Said indemnification shall not apply to acts or omissions of the State of Ohio, its employees, agents or assigns at, on, upon, or related to the Site if said acts are negligent, performed outside the scope of employment or official responsibilities, or performed with malicious purpose, in bad faith, or in a wanton or reckless manner. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by Work Respondent in carrying out the activities pursuant to these Orders. Ohio EPA agrees to provide notice to Work Respondent within thirty (30) days after receipt of any claim that may be the subject of indemnity as provided in this Section, and to cooperate with Work Respondent in the defense of any such claim or action against Ohio EPA.

XXIII. OTHER CLAIMS

69. 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 a Party to these Orders. The Parties specifically disclaim any intent to create rights in or for persons not parties to these Orders.

XXIV. RESERVATION OF RIGHTS

70. 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. Respondents reserve any rights they may have to seek legal or equitable relief to enforce the terms and conditions of these Orders or raise any legal or equitable defense, claim or counterclaim in any action brought by or on behalf of Ohio EPA to enforce the terms and conditions of these Orders.

71. 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 time frames required by these Orders. In the event that Ohio EPA elects to perform all or any portion of the Work, Respondents shall not be obligated under these Orders to reimburse Ohio EPA for the costs of such Work. Rather, Ohio EPA reserves the right to seek to recover such costs in a separate proceeding, and Respondents reserve the right to raise any defenses they may have to such a claim under applicable law.

72. Ohio EPA reserves the right to take any action under applicable law against Respondents if conditions at the Site, previously unknown to the State, are discovered after the effective date of these Orders, or information is received, after the effective date of these Orders and these previously unknown conditions or this previously unknown information shows that the remedy for the Site as set forth in the Decision Document is not protective of public health or safety or the environment.

73. Subject to the Contribution and Agreement Not To Refer Section of these Orders, Ohio EPA reserves the right to take any action under applicable law, including but not limited to any enforcement action, or action to recover costs, or action to recover damages to natural resources, pursuant to ORC Chapters 3734, 3745, or 6111, or any available legal authority as a result of past, present, or future violations of state or federal laws or regulations or the common law, and/or as a result of events or conditions arising from, or related to, the Site that were not a basis for these Orders.

74. Issuance of these Orders without a provision that explicitly contemplates recovery of costs of Ohio EPA legal counsel as Response Costs does not constitute a waiver of any rights that Ohio EPA may have under applicable law to recover these costs and/or to claim these costs are recoverable Response Costs under either state or federal law. In any action by Ohio EPA to enforce any provision of these Orders or seek recovery of Response Costs, Respondents may raise at any time the question of whether Ohio EPA is entitled to recover from Respondents costs for Ohio EPA legal counsel. While Respondents do not agree that such a right of recovery exists, it is hereby agreed by Respondents and Ohio EPA that it is premature at this time to decide the existence of such a right among themselves and that the appropriate point at which to adjudicate the existence of such a right is at the time, if ever, that a proceeding to enforce these Orders or seek recovery of Response Costs is commenced.

75. Respondents reserve all rights, claims, demands and causes of action they may have against any and all persons and entities who are not Parties to these Orders, including rights of contribution against any other parties who may be liable for actual or threatened releases of contaminants at the Site.

XXV. CONTRIBUTION AND AGREEMENT NOT TO REFER

76. With respect to matters addressed in these Orders, the Parties hereto agree that these Orders constitute an administrative settlement for purposes of CERCLA sections

113(f)(2) and 113 (f)(3)(B), 42 U.S.C. § 9613(f)(2) and § 9613(f)(3)(B), pursuant to which Respondents have resolved their liability to the State, and that Respondents are entitled to contribution protection and contribution rights as of the effective date of these Orders as to any liable persons who are not parties to these Orders, as provided by CERCLA section 113(f)(2) and (f)(3)(B), 42 U.S.C. § 9613(f)(2) and (f)(3)(B), provided that Respondents comply with these Orders. The "matters addressed" in these Orders are all investigative and remedial actions taken or to be taken and all response costs incurred or to be incurred by Ohio EPA or any other person with respect to the Site, including without limitation the Work and Response Costs under these Orders.

77. During the implementation of these Orders, and provided Respondents are in compliance with these Orders, Ohio EPA agrees not to refer to the Ohio Attorney General's Office for enforcement, or take administrative enforcement action against, Respondents or their present or future agents, successors, subsidiaries or assigns: (a) for Work required under these Orders; or (b) for hazardous waste permitting, closure or corrective action to address the conditions at the Facility described in Section IV., Findings, of these Orders. Upon termination of these Orders pursuant to the Termination section of these Orders, Ohio EPA agrees to not refer Respondents to the Ohio Attorney General's Office for enforcement, or take administrative enforcement action against Respondents or their present or future agents, successors, subsidiaries or assigns: (a) for Work required under these Orders; or (b) for hazardous waste permitting, closure or corrective action to address the conditions described in Section IV., Findings, of these Orders.

XXVI. TERMINATION

78. Respondents' obligations under these Orders shall terminate upon Ohio EPA's approval in writing of Work Respondent's written certification to Ohio EPA that all Work required to be performed under these Orders including payment of Response Costs has been completed. Work Respondent's certification shall contain the following attestation: "We certify that to the best of our knowledge the information contained in or accompanying this certification is true, accurate, and complete." This certification shall be submitted by Work Respondent to Ohio EPA and shall be signed by a responsible official of Work Respondent. Ohio EPA's approval shall not be unreasonably withheld. The termination of Respondents' obligations under these Orders shall not terminate the Parties' rights and obligations under the Reservation of Rights, Access to Information, Periodic Review, Indemnity, Other Claims, Land Use and Conveyance of Title, and Contribution and Agreement Not to Refer sections of these Orders; and any Operation and Maintenance Plan developed by Work Respondent and approved by Ohio EPA pursuant to these Orders.

XXVII. WAIVER AND AGREEMENT

79. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondents consent to the issuance of these Orders, and agree to comply with these Orders.

80. Subject to Section XXIII, Reservation of Rights, Respondents hereby waive the right to appeal or to otherwise seek administrative or judicial review of the issuance, terms and conditions, and service of these Orders either in law or equity.

81. Notwithstanding the limitations herein on Respondents' right to appeal or seek administrative or judicial review, Ohio EPA and Respondents agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondents retain the right to intervene and participate in such appeal. In such event, Respondents shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

XXVIII. EFFECTIVE DATE

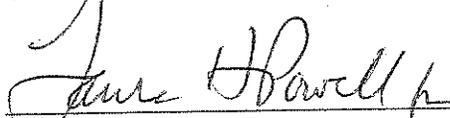
82. The effective date of these Orders shall be the date these Orders are entered in the Journal of the Director of Ohio EPA.

XXIX. SIGNATORY AUTHORITY

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

IT IS SO ORDERED AND AGREED:

OHIO ENVIRONMENTAL PROTECTION AGENCY



Chris Korleski, Director
Ohio Environmental Protection Agency

NOV 25 2009

Date

IT IS SO AGREED:

Gould Electronics Inc.

BY:

Thomas N. Rich
Thomas N. Rich

July 9, 2009
Date

Chief Administrative Officer

IT IS SO AGREED:

Morgan County Improvement Corporation

BY:

John Wilson

Date

President

IT IS SO AGREED:

MCIC North State Route 60 Industrial, Ltd.

BY:

Name

Date

Title

IT IS SO AGREED:

Gould Electronics Inc.

BY:

Thomas N. Rich

Date

Chief Administrative Officer

IT IS SO AGREED:

Morgan County Improvement Corporation

BY:

John W. Wilson
John Wilson

Nov. 24, 2009
Date

JOHN W. WILSON
President

IT IS SO AGREED:

MCIC North State Route 60 Industrial, Ltd.

BY:

John W. Wilson
Name

Nov. 24, 2009
Date

PRESIDENT
Title

IT IS SO AGREED:

MCIC Sinter Property

BY: John W. Wilson
JOHN W. WILSON
Name

Nov. 24, 2009
Date

PRESIDENT
Title

IT IS SO AGREED:

Miba Bearings US LLC

BY:

Name

Date

Title

IT IS SO AGREED:

MCIC Sinter Property

BY:

Name

Date

Title

IT IS SO AGREED:

Miba Bearings US LLC

BY:

Bruce R. Anderson

Name

11/23/09

Date

President

Title

LIST OF APPENDICES

APPENDIX A

Decision Document

APPENDIX B

RD/RA Work Plan

APPENDIX C

SOW

APPENDIX D

List of Relevant Guidance Documents

APPENDIX E

Environmental Covenants

APPENDIX F

Federal-Mogul Settlement