

III. DEFINITIONS

The terms used in this Consent Order, and the workplans, to be attached hereto and incorporated herein as Exhibit A, and any document required by this Consent Order, shall have the same meaning as used in ORC Chapters 3734 and 6111 except as defined below:

- A. The term "Respondents" shall mean Gould, Inc., and Rosalee J. and Sylvan J. Dlesk, Jr., their directors, officers, employees, agents, subsidiaries, successors, designated representatives and assigns acting under, for, or in concert with Respondents.
- B. "The Contractor" shall mean a qualified contractor retained by Respondents pursuant to this Consent Order, and any subcontractor, representative, agent, employee, or designee thereof.
- C. The term "the parties" shall mean Respondents and OEPA.
- D. The term "OEPA" shall mean the Ohio Environmental Protection Agency and its designated representatives.
- E. The Dlesk Property, located at 1700 Bearing Road, Bridgeport, Ohio sometimes referred to herein as "Site" or facility shall be the site described in Article IV.A., below, which is the subject of the work to be conducted pursuant to this Consent Order.
- F. "Documents" shall mean any record, report, photograph, video tape, correspondence, computer disk or tape, or recorded or retrievable information of any kind, or narrative reports and any and all documentary evidence, relating to treatment, storage, disposal and concerning the investigation and remediation of hazardous wastes or industrial wastes or pollutants or other

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wastes at or migrating from the Site. The term "document" shall be construed broadly to promote the effective sharing of information and views concerning the work to be done between the Respondents and OEPA.

- G. "Remedial Investigation" ("RI") means the investigation conducted in accordance with State environmental laws and this Consent Order by Respondents, to determine the nature and extent of the contamination in and from the Site, and includes the gathering of necessary data to support the Feasibility Study.
- H. "Feasibility Study" ("FS") means the development, evaluation, and analysis of remedial alternatives for cleanup action conducted by Respondents in accordance with State environmental law and this Consent Order; and the proposal of a recommended alternative by Respondents for OEPA approval for the Site.
- I. "Workplan" means that document detailing the data needs for characterizing the Site and for support of the Remedial Investigation and Feasibility Study ("RI", "RI Workplan", "FS", "FS Workplan") and, upon completion of the RI/FS, means a document that describes the outline for the design and implementation of the selected remedial action(s) by means of Remedial Design and Remedial Action ("RD/RA", "RD/RA Workplan"). Each required Workplan shall include a detailed description of the proposed investigations and/or implementation activities; a time schedule for those actions; and personnel and equipment requirements. Each Workplan which includes sampling as an element shall also include a sampling plan together with the rationale

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for sampling activities; locations, quantity and frequency of sampling; sampling and analytical methods; constituents for analysis; and quality control/quality assurance procedures. The required content of the Workplans is outlined in the Generic Statement of Work (SOW) attached hereto and incorporated herein as Attachment A.

- J. "Remedial Investigation/Feasibility Study" ("RI/FS") shall mean the Remedial Investigation and Feasibility Study together.
- K. "Remedial Design" ("RD") means the preparation by Respondents of detailed engineering plans, specifications and construction drawings deemed by OEPA to be sufficient to implement the approved cleanup action.
- L. "Remedial Action" ("RA") means any action proposed by Respondents and approved by OEPA to abate permanently an unlawful placement or disposal or threatened placement or disposal of hazardous waste, hazardous substances, pollutants, industrial wastes or other wastes to prevent present or future harm to the public health or welfare or to the environment.
- M. "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, referred to in CERCLA as the National Contingency Plan, and codified at 40 CFR Part 300, as amended.
- N. "Days" shall mean calendar days unless business days are specified.

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

OEPA has determined that all findings of fact necessary for the issuance of this Consent Order pursuant to ORC Sections 3734.13(A) 3734.20(B), and 6111.03(H) have been made and are outlined below. Respondents, by entering into this Consent Order, do not admit the findings of fact, determinations, or any conclusions of law set forth below.

OEPA has determined the following:

- A. Gould, Inc. (Gould) owned and operated a bearing manufacturing facility at 1700 Bearing Road, Bridgeport, Ohio from 1965 through September, 1981.
- B. Trichloroethylene (TCE) was used by Gould to degrease metal parts at the Site.
- C. The bearing manufacturing process generated plating sludges.
- D. On September 28, 1981, Gould, Inc. sold the facility to Imperial Clevite.
- E. In February of 1987, the facility was purchased from Imperial Clevite by J. P. Industries. The facility ceased operation shortly thereafter.
- F. On May 25, 1987, J. P. Industries notified OEPA that an environmental audit of the Site indicated the presence of organic and inorganic industrial chemicals in soils and ground water. The preliminary survey of the Site revealed high concentrations of lead (up to 130,000 ppm) and trichloroethene (up to 650,000 ppb) in the soil surrounding the facility and trichloroethene (up to 5,900 ppb), trans-1,2-dichloroethene (up to 170 ppb), and trichlorofluoromethane (up to 170 ppm) in the ground water.

I certify this to be a true and accurate copy of the
Official Record as filed in the records of the Ohio
Department of Public Safety.

for Carolyn McQuinn Date 4/4/89

- G. On November 7, 1987, J. P. Industries sold the site to Rosalee and Sylvan Dlesk, Jr.
- H. Trichloroethylene and plating sludges are "industrial wastes" and/or "other wastes" as defined in ORC Section 6111.01(C) and/or "hazardous wastes" as defined in ORC Section 3734.01(J) and/or "hazardous substances" as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA).
- I. The discharge, deposit, injection, dumping, leaking, spilling, or placing of TCE and/or plating sludges into or on the soil, ground water, and surface water at or from the Site constitutes "disposal" of hazardous waste as defined in ORC 3734.01(F) and any site at which such disposal occurs is a "facility" as that term is defined in ORC Section 3734.01(N).
- J. The migration and threatened migration of these industrial wastes, other wastes and/or hazardous wastes and substances, into the soil, ground water, and surface water at or from the Site constitutes "a release or threat of a release" as that term is defined in Section 101(22) of CERCLA, and a discharge of industrial waste, other wastes and/or hazardous wastes and substances into "waters of the State", as that term is defined in ORC Section 6111.01(H).
- K. The discharge of industrial waste, other wastes and/or hazardous wastes and substances into "waters of the State" is prohibited by ORC 6111.04.

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- L. The release or disposal of industrial waste and/or hazardous waste from the Site constitutes a substantial threat to public health or safety or is causing or contributing to or threatening to cause or contribute to air or water pollution or soil contamination within the meaning of ORC 3734.20(B).
- M. Respondents are or have been an "owner" or "operator" within the meaning of Section 107(a) of CERCLA and of a "facility" as that term is defined in Section 101(9) of CERCLA.
- N. Respondents are potentially "responsible persons" within the meaning of Section 107 of CERCLA. Respondents are "persons" as defined in Section 101(21) of CERCLA, and ORC Section 3734.01.
- O. The actions to be taken pursuant to this Consent Order are reasonable and necessary to protect the public or welfare or the environment.
- P. A reasonable time for beginning and completing the actions required by this Consent Order has been provided herein.
- Q. Respondents have agreed to undertake the actions in this Consent Order.

V. COMMITMENT OF RESPONDENT

- A. Respondents consent to and will not challenge OEPA's jurisdiction to enter and enforce this Consent Order, and do hereby agree to undertake at their expense all actions required by the terms and conditions of this Consent Order within the time frames specified herein, except as the provisions of Article XIX, are deemed to apply to the time for performance.

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- B. Respondents shall assume any and all liability arising from or relating to their acts or omissions in the performance of the work or their failure to perform fully or complete the work under this Consent Order.

VI. PARTIES BOUND

- A. This Consent Order shall apply to and be binding upon Respondents and OEPA, their officers, directors, employees, and subsidiaries, agents, successors, and assigns and upon all persons, contractors, and consultants acting on behalf of or in concert with OEPA or Respondents.
- B. Respondents shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants retained to conduct the work or any portion of the work to be performed pursuant to this Consent Order prior to their individual participation on Respondents' behalf and shall ensure that any such contractors, subcontractors, laboratory and consultants abide by the terms of this Consent Order.
- C. No change in ownership or corporate status relating to the facility will in any way alter the Respondents' responsibilities under this Consent Order.

VII. ACCESS

- A. To the extent that portions of the Site or areas where work is to be performed are presently owned by parties other than Respondents, Respondents shall use their best efforts to obtain voluntary access agreements from the present owners, including any agreements necessary to provide access to OEPA and its

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authorized representatives. These agreements are attached or will be attached hereto as Attachments hereto.

In the event Respondents are unable to obtain such access, Respondents shall promptly notify OEPA regarding both the lack of access agreements and the efforts to obtain such access agreements and OEPA will contact the landowners.

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

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

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VIII. WORK TO BE PERFORMED

All work that is required of Respondents under this Consent Order, including the preparation of any RI/FS Workplan pursuant to this Consent Order, shall be performed in a manner which the OEPA determines complies with the requirements of Ohio law. In addition, the Director may refer to the following U.S. EPA guidance documents:

1. Guidance on Remedial Investigation Under CERCLA (EPA/540/G-85/002).
2. Guidance on Feasibility Studies Under CERCLA (EPA/540/G-85/003),
3. Superfund Remedial Design and Remedial Action Guidance (OSWER Directive 9355.0-4A),
4. RCRA Model Corrective Measures Plan,
5. CERCLA Model Scope of Work,
6. Technical Enforcement Guidance Document (TEGD), September, 1985,
7. RCRA Facility Assessment Guidance Manual,
8. RCRA Facility Investigation Manual,
9. Draft Alternative Concentration Limit Guidance (OSWER Directive 9481.00-6C),
10. Test Methods for Evaluating Solid Waste (SW-846), and
11. Superfund Public Health Evaluation Manual.

Should Respondents identify any inconsistency between any of the laws, rules, regulations, or guidance which they are required to follow by this Consent Order which will affect any of the work required by this Consent Order, Respondents shall, in writing, identify to OEPA each such inconsistency, its effect on the work to be performed, and Respondents'

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I certify this is a true and correct copy of the original document and is in the records of the Ohio Environmental Protection Agency.

Walter J. McManus Date 4/4/89

recommendation, along with a supportable rationale justifying each recommendation, on which requirement should be followed. Respondents shall implement the affected work based upon OEPA's direction in resolving any such inconsistencies.

1. Within 30 days of the effective date of this Consent Order, Respondents shall submit to OEPA, for approval, an RI Workplan developed in accordance with the attached SOW.
2. Respondent shall submit the final RI Workplan to OEPA within 14 days of receipt of OEPA's approval or comments or modifications on the draft RI Workplan.
3. The draft RI Report shall be submitted to OEPA within 160 days after the approval of the RI Workplan.
4. The final RI Report shall be submitted to OEPA within 14 days after receipt of OEPA's approval or comments or modifications on the draft final RI Report.
5. A meeting shall occur between OEPA and Respondents, within 14 days after OEPA approval of final RI Report, to identify clean-up objectives which all remedial alternatives (except the no response alternative) will meet or exceed.
6. The draft FS Workplan shall be submitted to OEPA within 30 days after identification of clean-up objectives.
7. The final FS Workplan shall be submitted to OEPA within 14 days after receipt of OEPA's approval or comments or modifications on the draft FS Workplan.
8. The draft FS Report shall be submitted to OEPA within 60 days after receipt of OEPA's approval of the final FS Workplan.

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9. The final FS Report shall be submitted to OEPA within 14 days after receipt of OEPA's approval or comments or modifications on draft FS Report.

Upon completion of Task 13 of the RI/FS, Respondents shall recommend the Respondents' preferred alternative for remedial action as set forth in the RI/FS and notify OEPA of its selection. OEPA agrees to confer with Respondents for a period of thirty (30) days after receipt of notice of Respondents' preferred alternative to discuss the remedial action. The parties shall attempt to reach agreement on the selection of the remedial action within the thirty (30) day period. Thereafter, OEPA shall approve or disapprove the remedial action for the Site and notify Respondents. In the event of disapproval by OEPA, the provisions of Article XIV and paragraph C of Article XIII shall govern. Respondents shall submit, within 90 days after the final selection of the remedial action, a detailed workplan for the implementation of the OEPA-approved remedial design and remedial action ("RD/RA", "RD/RA Workplan") for review and approval by OEPA. The workplan shall include schedules for performance and completion of the work, including, but not limited to, schedules for preliminary engineering, and final detail design. Within 60 days of approval by OEPA of the RD/RA Workplan, Respondent shall commence the work in accordance with the RD/RA Workplan and the approved schedule therein.

10. The draft RD/RA Report shall be submitted to OEPA within 90 days after OEPA's approval ^{of completion of task 13} of RD/RA Workplan.

11. The final RD/RA Report shall be submitted to OEPA within 14 days after receipt of OEPA's approval or comments or modifications on draft RD/RA Report.

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absence of the OEPA Project Coordinator from the Site shall not be cause for stoppage of work unless otherwise provided.

OEPA and Respondents each have the right to change their respective Project Coordinator. Such a change shall be accomplished by notifying the other party in writing at least five calendar days prior to the change.

X. REPORTING

Respondents shall submit written progress reports which describe the activities which have been taken toward achieving compliance during the previous month, as well as activities which are scheduled for the next month, to OEPA by the tenth day of every month following the effective date of this Consent Order, unless otherwise designated pursuant to this Consent Order.

At a minimum, these reports shall:

1. Identify the Site and activity;
2. Describe status of work at the Site and progress to date;
3. Demonstrate the percentage of completion;
4. Describe difficulties encountered during the reporting period;
5. Describe actions being taken to rectify problems;
6. Describe activities planned for the next month; and
7. Identify changes in key personnel.

The monthly progress reports will list target and actual completion dates for each element of activity, including the project completion, and provide an explanation of any deviation from the milestones in the workplan schedules.

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Such progress reports and any other documents, reports, approvals, or correspondence submitted pursuant to this Consent Order shall be sent by certified mail return receipt requested to the OEPA at the following addresses (or to such other address as the OEPA may hereafter designate in writing):

Ohio Environmental Protection Agency
Post Office Box 1049
Columbus, Ohio 43266-1049
Attn: Office of Corrective Actions

Ohio Environmental Protection Agency
Southeast District Office
2195 Front Street
Logan, Ohio 43138

Attn: Supervisor, Solid and Hazardous Waste Management Unit
~~All correspondence to the Respondents will be directed to the following:~~

 Gould, Incorporated
10 Gould Center
Rolling Meadows, Illinois 60008

and

 ~~Sylvan & Rosalee Dlesk~~
1700 Bearing Road
Bridgeport, Ohio 43192

OEPA may, in its discretion, direct that reports or plans or proposals made pursuant to the Consent Order be submitted at extended intervals or that no further reports need be submitted.

XII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

OEPA and Respondents shall make available to each other the results of sampling, tests or other data generated by any of them, or on their behalf, with respect to the implementation of this Consent Order.

At the request of OEPA, the Respondents shall allow split or duplicate samples to be taken by the OEPA of samples collected by the

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Respondents during the implementation of the Consent Order. The Respondents shall notify the OEPA Project Coordinator not less than 30 working days (unless otherwise agreed between the Project Coordinators) in advance of any sample collection for which the OEPA Project Coordinator has indicated that he or she may wish to obtain split or duplicate samples.

Respondents shall preserve during the pendency of this Consent Order and for a minimum of ten (10) years after its termination copies of all records and documents within its possession or that of their divisions, employees, agents, accountants, contractors or attorneys which relate to work performed under this Consent Order, despite any document retention policy to the contrary. After the ten (10) year period, Respondents shall notify OEPA within thirty (30) days prior to the destruction of any such documents required to be kept pursuant to this Article. Upon request by OEPA, Respondents shall make available to OEPA, such records or copies of any such records.

XII. CONFIDENTIAL INFORMATION

Respondents may assert a claim of business confidentiality covering the information requested by this Consent Order, except for analytical data, pursuant to Ohio Administrative Code Rule (OAC) 3745-49-03(A). Information determined to be confidential by OEPA will be afforded protection under OAC Rule 3745-49-03. If no such claim accompanies the information when it is submitted to OEPA, it may be made available to the public by the OEPA without further notice to Respondents.

XIII. REVIEW OF SUBMITTALS AND PROPOSED MODIFICATIONS, RESOLUTION OF DISPUTES

A. Respondents shall submit all documents required by the workplans or otherwise required by Article VIII of this Consent Order to OEPA pursuant to the criteria and schedules set forth therein. Respondents

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shall submit all raw data and all original reports of analytical procedures and results to OEPA within ten (10) business days after Respondents receive such raw data and reports from each laboratory involved in the analyses of any samples collected at or near the Site.

Respondents may submit to OEPA any interpretive reports and written explanations concerning such raw data and original laboratory reports. Such interpretive reports or explanations must be submitted with the original laboratory reports and raw data.

B. OEPA agrees to review each document within thirty (30) business days of receipt and advise Respondents in writing as to whether the document is approved or disapproved in whole or in part. Complex documents may require a longer review period, in which case, OEPA shall notify Respondents of that fact within thirty (30) business days of receipt of the document. Documents which are submitted in sections or which form the basis for a more extensive final required submittal shall be reviewed when the final completed document is submitted to OEPA. In the event Respondents are notified that a document is disapproved in whole or in part, OEPA shall include a statement in the notification as to the modifications or additions which must be made to the document prior to approval, and an explanation as to why such modifications or additions are necessary. Within fourteen (14) days of receipt of OEPA notification requiring modifications or additions, Respondents shall amend and submit to OEPA a revised document, correcting the deficiencies and incorporating all of the required modifications or additions.

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In the event such modifications or additions delay the time schedules set forth in the workplans, said schedules may be adjusted accordingly upon agreement of the parties, which agreement will not be unreasonably withheld by OEPA, and such delay shall not be considered a violation of this Consent Order. Delays in performance of the work described in the workplans due to OEPA document review time which exceeds thirty (30) days shall not be considered a violation of this Consent Order. The period for performance of activities contingent on completion of OEPA document review shall be extended upon agreement of the parties, for a time not to exceed the actual delay occasioned by OEPA review.

C. In the event of subsequent disapproval of modified or additional work submitted by Respondents, including but not limited to OEPA's disapproval of Respondents' proposed remedial actions, OEPA retains the right to modify such reports, to perform additional studies, and to conduct a complete Remedial Investigation and Feasibility Study, to thereafter conduct Remedial Design and Remedial Action pursuant to its authority, or to enforce the terms of this Consent Order. Failure to submit the modifications or additions to the work shall be deemed noncompliance with the terms of this Consent Order on the part of Respondents and grounds for termination of or enforcement of this Consent Order by OEPA. In the event of termination, OEPA retains all rights provided by federal and state statutes and regulations including but not limited to, conducting a complete RI/FS, implementing RD/RA, and Respondents retain all rights and defenses provided by law, except as otherwise provided in Article V, above.

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D. No modification or addition shall be made by the Respondents in the workplans as approved and described in Article VIII without written notification to and written approval of the OEPA. The notification required by this paragraph shall set forth the nature of and reasons for the requested modification.

E. If Respondents do not object to the modifications or additions made pursuant to paragraph B of this Article, Respondents shall expeditiously undertake and complete such measures in accordance with the schedule of completion. If Respondents object to any proposed modifications or additions, or schedules for the performance of such modified or additional work, Respondents shall, within ten (10) days after receiving written notice of those modifications or additions, or changes in schedules, initiate the dispute resolution procedure set forth below in paragraph F of this Article XIII.

F. The Project Coordinators shall, wherever possible, operate by consensus, and in the event that there is a disapproval of any report or disagreement about the conduct of the work performed under this Consent Order, or modified or additional work or schedules required under this Consent Order, the Project Coordinators shall negotiate in good faith for five (5) business days to resolve the differences.

In the event that the Project Coordinators are unable to reach consensus on the disapproval or disagreement in five (5) business days, then each Project Coordinator shall reduce his/her position to written form within five (5) business days of the end of the good faith negotiations

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referenced above. Those written positions shall be immediately exchanged by the Project Coordinators.

Following the exchange of written positions, the parties shall have an additional five (5) business days to resolve their differences. If OEPA concurs with the position of the Respondents, OEPA will modify the Consent Order to include necessary extensions of time or variances of required work. If OEPA does not concur with the position of the Respondents, OEPA will resolve the dispute based upon and consistent with the Consent Order, the workplans, and ORC Sections 3734.13(A), 3745.20(B), or 6111.03(H) and the regulations promulgated thereunder. The pendency of dispute resolution set forth in this Article shall not affect the time period for completion of work to be performed under this Consent Order, except that upon mutual agreement of the parties, any time may be extended as appropriate under the circumstances. Such agreement will not be unreasonably withheld by OEPA. Elements of work not affected by the dispute will be completed in accordance with the schedules contained in the workplans.

XIV. RESERVATION OF RIGHTS

A. Notwithstanding compliance with the terms of this Consent Order, but subject to Articles XXI and XXII below, the Respondents are not released from liability, if any, for any actions beyond the terms of this Consent Order. OEPA reserves the right to take any enforcement action pursuant to any available legal authority, including, but not limited to the right to seek injunctive relief, monetary penalties, natural resources damages, and punitive damages for any violation of this Consent Order or Chapters 3734, 3745, and 6111 of the Ohio Revised Code.

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B. Except as otherwise provided in Article V, above, the Respondents and OEPA expressly reserve all rights and defenses that they may have, including OEPA's right both to disapprove the work performed by the Respondents and to request that the Respondents perform tasks in addition to those detailed in the RI Workplan, the FS Workplan, or the RD/RA Workplan, as provided in this Consent Order. In the event that the Respondents decline to perform the work or decline to perform any additional and/or modified tasks, OEPA will have the right to undertake any remedial investigation, feasibility study work, and/or remedial action. In addition, OEPA reserves the right to undertake removal actions and/or remedial actions in accordance with ORC Sections 3734.20 through 3734.26, or Section 107 of CERCLA, or any applicable law. In any event, OEPA reserves the right to seek reimbursement from the Respondents thereafter for such costs incurred by the State of Ohio.

C. Nothing herein shall waive the right of OEPA to enforce this Consent Order under ORC Chapters 3734 and 6111.

XV. OTHER CLAIMS

Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity against any person, firm, partnership or corporation not a signatory to this Consent Order from any liability he, she, or it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any hazardous wastes, hazardous substances, industrial wastes, other wastes, or pollutants at, to or from the Site. The parties to this Consent Order expressly reserve all rights (including

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any right to contribution or indemnity possessed by the Respondents against each other or any other parties who may be responsible for actual or threatened releases at the Site), claims, demands and causes of action they have or may have against any and all other persons and entities not parties to this Consent Order.

XVI. DEED NOTICE, LAND USE AND CONVEYANCE OF TITLE

Respondents shall assure that no portion of the Site will be used in any manner which would adversely affect the integrity of any containment systems which may remain at the Site or monitoring systems installed pursuant to this Consent Order. Respondents shall assure that no conveyance of title, easement or other interest in any portion of the Site shall be consummated without provision for continued operation and maintenance of any containment or monitoring system installed pursuant to this Consent Order. Respondents shall notify OEPA by registered mail at least ninety (90) calendar days prior to any conveyance or an intent to convey any interest in land which is known to comprise the Site and of the provision made for continued maintenance of the system or systems. Respondents shall assure that an appropriate notice shall be put in the deed as to the condition of the property. The notice shall first be approved by the OEPA.

XVII. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations including all environmental laws and

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I hereby certify to be a true and correct copy of the
original consent order as approved by the Ohio
Environmental Protection Agency.

By: Carolyn McAdams Date 4/4/89

regulations. OEPA shall promptly consider and decide upon permit applications which Respondents may be required to submit pursuant to the work required to be performed under this Consent Order.

XVIII. INDEMNITY

A. Respondents agree to indemnify, save and hold harmless OEPA from any and all claims or causes of action arising from, or on account of, acts or omissions of the Respondents, their officers, employees, receivers, trustees, agents, or assigns, in carrying out any activities pursuant to this Consent Order. OEPA shall not be considered a party to and shall not be held liable under any contract entered into by the Respondents in carrying out the activities pursuant to this Consent Order. Consistent with federal, state, and common law, nothing in this Consent Order shall render Respondents liable for any act or omission of OEPA.

B. Respondents agree to provide notice to OEPA within thirty days of receipt of any claim which may be the subject of the indemnity in paragraph A., above, and to cooperate with Respondents in the defense of any such claim or action against OEPA; provided that, parties asserting claims or defenses against each other are excluded from this requirement to the extent of their dispute.

XIX. DELAYS IN PERFORMANCE

Respondents shall notify OEPA of any delay or anticipated delay which occurs or may occur in the performance of the work required by these Orders. Notification of delays shall be made immediately by oral notification to the OEPA Project Coordinator. A record of the minor delays provided orally to OEPA shall be incorporated in the Respondents' monthly

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progress report to OEPA. Notification of delays longer than five (5) days which may affect the schedules for the timely completion of the work, shall be made by written notification, in addition to the oral notification required herein, to OEPA and shall be submitted within three (3) days of the oral or telephonic notification. Such oral and written notification shall describe fully the nature of the delay; the reasons for and the expected duration of the delay; and the action which Respondents will take to mitigate the delay.

XX. REIMBURSEMENT OF COSTS

A. The Respondents shall reimburse OEPA for all oversight costs incurred by OEPA in connection with this Consent Order from the effective date hereof. Within sixty (60) days of the end of each calendar year, OEPA will submit to the Respondents itemized statements of such costs of the OEPA for the previous year. Following receipt of the itemized statements, the Respondents shall pay, within sixty (60) calendar days such sums as follows: payment to OEPA shall be made to the Ohio Hazardous Waste Clean-up Special Account created by ORC Section 3734.28 by check payable to "Treasurer, State of Ohio" and shall be forwarded to Counsel for Director of Environmental Protection, P.O. Box 1049, 1800 WaterMark Drive, Columbus, Ohio 43266-0149.

B. A copy of the transmittal letter shall be sent to the Project Coordinator.

C. In the event that Respondents fail to complete the RI/FS in compliance with the terms of this Consent Order, OEPA reserves its right to bring an action against Respondents or any other parties pursuant to

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Section 107 of CERCLA, and ORC Section 3734.20 through 3734.26 for recovery of past response costs in connection with the Site and any costs incurred in oversight of Respondents' implementation of this Consent Order (which are not paid pursuant to paragraph A of this Article) and all costs associated with OEPA's performance of the RI/FS or any part thereof. Nothing in this Consent Order shall be construed as a waiver of any right that OEPA may have to seek reimbursement of any response costs from any person not a party hereto.

XXI. COVENANT NOT TO SUE

Upon termination of this Consent Order pursuant to Article XXII of this Consent Order, OEPA covenants not to sue Respondents for the conduct and completion of the activities and work called for in this Consent Order except as otherwise reserved herein, and Respondents shall be released from obligations embodied in this Consent Order.

XXII. TERMINATION AND SATISFACTION

The provisions of this Consent Order shall be deemed satisfied upon the Respondents' receipt of written notice from OEPA that Respondents have demonstrated, to the satisfaction of the OEPA, completion of all terms of the Consent Order.

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I hereby certify that this is a true and accurate copy of the original as it appears in the records of the Ohio Environmental Protection Agency.

W. Parker Receives Date 4/4/89

XXIII. ADMISSIONS

Nothing in this Consent Order, including the workplans to be attached hereto as Exhibits, is intended by the parties to be, nor shall it be, an admission of facts or law, an estoppel or a waiver of defenses by Respondents for any purpose, except as otherwise provided in Article V of this Consent Order and Respondents specifically not admit that the 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. Participation in this Consent Order by the Respondents is not intended by the parties to be, and shall not be, an admission of any fact or opinion developed by the Respondents or their Contractor in the completion of the work.

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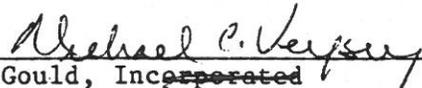
IT IS SO ORDERED:

By: 
Richard L. Shank, Ph.D.
Director
Ohio Environmental Protection Agency

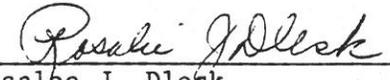
April 4, 1989
Date

By signature below, Gould, Incorporated, Rosalee J. and Sylvan J. Dlesk, Jr. signify their consent to the issuance of this Consent Order, and hereby waive any right to appeal the issuance of this Consent Order.

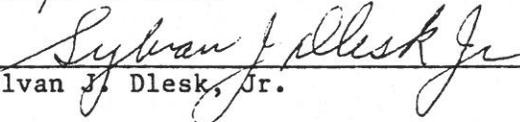
IT IS SO AGREED:

By: 
Gould, Incorporated
Asst General Counsel
Title

23 December 1988
Date

By: 
Rosalee J. Dlesk

April 4, 1989
Date

By: 
Sylvan J. Dlesk, Jr.

April 4, 1989
Date

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