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U.S. DEPT. OF EMERGENCY & MEDICAL RESPONSE

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U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND

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U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
TOLEDO, OHIO

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION.

Case No. **1:97 CV 1715**

STATE OF OHIO, ex rel.
BETTY D. MONTGOMERY
Attorney General of Ohio

Judge

JUDGE WELLS

ECONOMICS

Plaintiff,

v.

ASHLAND OIL INC., et al.

Defendants.

CONSENT DECREE

WHEREAS, the United States Environmental Protection Agency ("U.S. EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9605, placed the Laskin/Poplar Oil Site located in Ashtabula County, Ohio (the "Site" as specifically defined in Paragraph 3.G. of this Consent Decree) on the National Priorities List, which is set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658;

WHEREAS, U.S. EPA and the Laskin Site Group entered an agreement with the Laskin Site Group for a Remedial Investigation and Feasibility Study to assess releases of hazardous

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substances from the Site and to evaluate remedial actions to address those releases. The Remedial Investigation was completed on December 23, 1988, and the Feasibility Study was completed on April 7, 1989;

WHEREAS, U.S. EPA reached a decision on the final remedy for the Site which is embodied in the Record of Decision dated June 29, 1989;

WHEREAS, a number of Defendants agreed to finance and implement the Remedy, and Operation and Maintenance activities at the Site by entering into settlement with the U.S. EPA in United States v. Alvin Laskin, et al., Case No 4:90 CV0483 (N.D. Ohio);

WHEREAS, the State of Ohio has incurred costs in addressing releases of hazardous substances from the Site;

WHEREAS, Defendants have consented to the entry of this Consent Decree without acknowledging liability of any type and the entry of this Decree shall not represent an admission or adjudication of liability;

WHEREAS, the parties agree, and the Court has found, that entry of this Consent Decree is in the public interest and will avoid prolonged and complicated litigation between the Parties;

NOW, THEREFORE, it is hereby **ORDERED, ADJUDGED and DECREED:**

JURISDICTION

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

PARTIES BOUND

2. This Consent Decree applies to and is binding upon the undersigned parties and their successors and assigns. The undersigned representative of each party to this Consent Decree certifies that he/she is fully authorized by the party or parties whom he/she represents to enter into the terms and conditions of the Consent Decree and to execute and legally bind that party to it.

DEFINITIONS

3. Whenever the following terms are used in this Consent Decree, the following definitions shall apply:

- A. "Consent Decree" means this Decree.
- B. "Defendants" means those parties, other than the State, who sign this Consent Decree.
- C. "Federal Decree" means the decree currently lodged with the Court in United States v. Alvin Laskin, et al., Case No. 4:90 CV0483 (N.D. Ohio) and any prior and subsequent settlements with U.S. EPA pursuant to which any of the Defendants have agreed/agree to perform remedial action, and operation and maintenance at the Site.
- D. "Hazardous substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
- E. "National Contingency Plan" shall be used as that term is used in Section 105 of CERCLA, 42 U.S.C. §9605.
- F. "OEPA" means the Ohio Environmental Protection Agency, and its successors and assigns.
- G. "Site" means the Laskin/Poplar Oil Company NPL Site, located in Ashtabula County, Ohio, at 717 North Poplar Street, Jefferson, Ashtabula County, Ohio 44047. This area is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. §9601(9).

- H. "Site Coordinator" means the person designated by Ohio EPA to review and comment on the performance of the Work.
- I. "Response Costs" means all direct and indirect costs incurred by the State of Ohio related to the response and remedial actions conducted at the Laskin/Poplar Site by the settling Defendants, other PRPs, U.S. EPA, and Ohio EPA, including, but not limited to, payroll costs, contractor costs, travel costs, oversight costs, laboratory costs, costs of reviewing or developing plans, report or other items, and costs of the Ohio Attorney General's Office in representing Ohio EPA in this action.
- J. "State" means the State of Ohio.
- K. "U.S. EPA" means the United States Environmental Protection Agency.
- L. "Work" means the activities performed including but not limited to reports, plans, schedules, data, and other documents submitted to U.S. EPA and design, construction, and implementation of the tasks described in the Record of Decision for the Site.

REIMBURSEMENT

4. Not later than thirty (30) calendar days after entry of this Consent Decree, each Defendant shall pay to the State the amount designated for such Defendant in Appendix 1. Such payment is in settlement of all claims the State has against each Defendant for Response Costs incurred by the State prior to the entry of this Consent Decree.

5. Payments made pursuant to Paragraph 4 above shall be made in the form of a certified or cashier's check payable to "Treasurer, State of Ohio" and shall be sent to Edith Long, Fiscal Officer, or her successor, Ohio EPA, 1800 WaterMark Drive, P. O. Box 1049, Columbus, Ohio 43266-0149 for deposit into the Hazardous Waste Cleanup Fund. A copy of such check shall be sent to Lyndia Jennings, Administrative Secretary, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3428.

COVENANT NOT TO SUE

6. In consideration of the payment made by Defendants pursuant to Paragraphs 4 and 5 above, the State covenants not to sue Defendants or their officers, directors, employees, successors or agents for any Response Costs related to the Site which were incurred by the State prior to the entry of this Consent Decree.

7. Except as expressly provided in Paragraph 6, the State reserves all rights it may have to seek any other relief, including but not limited to the following:

- A. sanctions for violation of this Consent Decree;
- B. if the payments required by Paragraphs 4 and 5 are not made, cost recovery for past Response Costs;
- C. reimbursement of any future costs; these future costs may include but are not limited to the State's 10% matching share of the cost for any U.S. EPA remedial action, the State's costs of operation and maintenance, and the costs of any actions taken by the State to address contamination at the Site;
- D. injunctive relief under state or federal law;
- E. civil and criminal sanctions for violations of law;
- F. liability arising from hazardous substances removed from the Site;
- G. natural resource damages;
- H. administrative orders;
- I. judicial relief pursuant to Sections 121(e)(2), 121(f), or 310 of CERCLA, 42 U.S.C. § 9621(e)(2), 9621(f), and 9659, or any other provision of federal or state law in the event the State becomes dissatisfied with the Work; and
- J. intervention into United States v. Alvin Laskin, et al., Case No. 4:90 CV 0483.

Settling Defendants reserve all defenses they may have to any of the State actions described in this Paragraph.

8. Nothing in this Consent Decree shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against any person, firm, trust, joint venture, partnership, corporation or other entity not a signatory to this Consent Decree for any liability it may have arising out of or relating to the Site, including but not limited to liability from any Response Costs not reimbursed by this Consent Decree. The State expressly reserves the right to sue any person other than Defendants, in connection with the Site.

CONTRIBUTION PROTECTION

9. This Consent Decree provides Defendants with contribution protection as provided in Section 113(f) of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9613.

NONADMISSION

10. Nothing in this Consent Decree, including the payment amounts as set forth in Appendix 1, shall constitute an admission by Defendants of fact or liability.

APPENDICES

11. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix 1” is the Payment Amount for Each Defendant.

COSTS

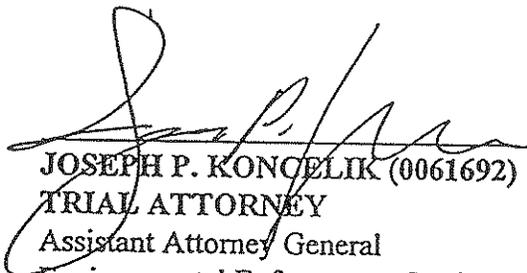
12. Defendants shall pay the costs, if any, of this action.

Entered this 18th day of July, 1997.


U.S. DISTRICT JUDGE

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

BETTY D. MONTGOMERY
ATTORNEY GENERAL OF OHIO


JOSEPH P. KONCELIK (0061692)
TRIAL ATTORNEY
Assistant Attorney General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3428
(614) 466-2766

APPENDIX 1

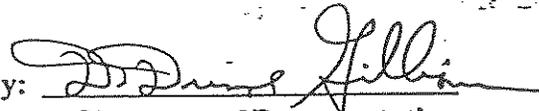
Payment Amount for Each Defendant

Ashland Petroleum Co.	\$17,705.75
Buffalo Molded Plastics, Inc.	\$348.36
Consolidated Rail Corporation	\$2,843.02
Chevron U.S.A. Inc.	\$1,049.77
Amcast Industrial Corporation, fka Dayton Malleable, Inc.	\$88.84
Kmart Corporation	\$383.14
Locke Machine Company	\$400.00
Mercer Forge Corporation	\$3,448.56
Midwest Rubber Reclaiming Company	\$2,134.60
The RCR Group, Inc., fka National Forge Company	\$1,538.40
White Consolidated Industries	\$5,377.43
Slesnick Brothers	\$219.77
Robert K. Elder, Jr., Inc.	\$72.48
Laskin Site Group	\$131,395.47
American Cyanamid Company (Cytec Industries)	
BeazerEast, Inc., fka Koppers Company, Inc.	167,005.39
Beatrice Company	
Browning-Ferris Industries of Ohio, Inc.	
The Cleveland Electric Illuminating Company	
Commercial Intertech Corp.	
Diver-Steel City Auto Crushers, Inc.	
East Ohio Gas, Co.	
General Electric Company	
General Motors Corporation	
Kaiser Aluminum & Chemical Corporation	
Litton Great Lakes Corporation	
North East Service Plaza, Inc.	
Perry Shipbuilding Corporation	
PPG Industries, Inc.	
Rockwell International Corporation	
Tennessee Gas Pipeline Company	
Trans Plastics, Inc.	
TRW Inc.	
Union Carbide Corporation	
USS Great Lakes Fleet, Inc. and The Pittsburgh & Conneaut Dock Company	
General Refractories Company	
R.W. Sidley, Inc.	
Matlack, Inc.	
PC Holdings, fka Perfection Corp.	

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. Ashland Oil, Inc., et al.

Ashland, Inc.
Name of Defendant

2000 Ashland Drive, Russell, KY 41169
Address

By: 
Signature of Representative
Executive Vice President

D. DUANE GILLIAM
Name of Representative (Print or Type)

Executive Vice President
Title Ashland Petroleum Co., Division of Ashland, Inc.

June 12, 1997
Date