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U.S. DISTRICT COURT  
SOUTHERN DIST. OHIO  
WEST DIV. CINCINNATI

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

CHEM-DYNE CORPORATION, et al.,

Defendants.

STATE OF OHIO ex rel.  
CELEBREZZE,

Plaintiff,

v.

ROHM AND HAAS COMPANY, et al.,

Defendants.

Consolidated Civil Action  
Nos. C-1-82-840 and  
C-1-82-962

Chief Judge Carl B. Rubin

Judge	<u>4810</u>
Mag.	<u>✓</u>
Journal	<u>✓</u>
Motion #	<u>      </u>
Issue	<u>Consent</u>
Card	<u>      </u>
N/S	<u>843</u>
Docketed	<u>12</u>

CONSENT DECREE

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WHEREAS, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency, filed on August 26, 1982 a complaint in this matter, Civil Action No. C-1-82-840, in the United States District Court for the Southern District of Ohio, Western Division, pursuant to various federal statutory and common law theories of recovery for the removal and proper disposal of certain material located at the Chem-Dyne Site in Hamilton, Ohio, including, inter alia, for the reimbursement of all funds expended by the United States pursuant to the National Contingency Plan for investigations, clean-up activities, enforcement activities and other response actions relating to the Chem-Dyne Site;

WHEREAS, the State of Ohio filed on September 14, 1982, a complaint in this matter, State of Ohio, ex rel. William J. Brown, Attorney General of Ohio v. Rohm and Haas Co., et al., Civil Action No. C-1-82-962, in the United States District Court for the Southern District of Ohio, Western Division, pursuant to various federal and state statutory and common law theories of recovery for the removal and proper disposal of certain material located at the Chem-Dyne Site in Hamilton, Ohio, and, inter alia, for reimbursement of costs incurred by the State for investigations, cleanup activities, enforcement activities and other response actions, and for injunctive relief and recovery of other alleged damages;

WHEREAS, by Order of this District Court dated November 4, 1982, the State and Federal actions in this matter were consolidated under a single proceeding denominated Civil Action No. C-1-82-840;

WHEREAS, the United States filed a First Amended Complaint in this matter on April 13, 1983, adding additional defendants;

WHEREAS, the United States filed a Second Amended Complaint in this matter on December 28, 1983, adding additional defendants and additional and amended claims for relief;

WHEREAS, various third-party complaints and amended third-party complaints were filed in this matter on January 26, 1984, February 4, 1984, February 10, 1984, March 1, 1984, and April 9, 1984, naming various third-party defendants and

seeking recovery and indemnification and/or contribution from said third-party defendants for any damages, costs or relief ordered by the Court against any of the respective third-party plaintiffs;

WHEREAS, the State of Ohio filed a First Amended Complaint in this matter on September 4, 1984, adding additional defendants and additional and amended claims for relief;

WHEREAS, it is the intention of the parties hereto to include in all releases given herein claims for matters covered by a 1982 settlement between Plaintiffs and some of the Settling Defendants and pertaining to the Chem-Dyne Site;

WHEREAS, the Settling Defendants deny any and all legal or equitable liability under any federal or state statute, regulation, ordinance or common law for any response costs or damages caused by storage, treatment, handling or disposal activities or actual or threatened release of materials at the Chem-Dyne Site or by materials, if any, disposed of by the Settling Defendants to, through or at the direction of the Chem-Dyne Group;

WHEREAS, Plaintiffs and the Settling Defendants agree that settlement of this matter and entry of this Consent Decree is made in good faith in an effort to avoid further expensive and protracted litigation, without any admission as to liability for any purpose, and, except to the extent provided in Paragraph XIII herein, to settle and resolve claims which were and are disputed as to validity and amount

which were raised by, between and among any party to this action;

WHEREAS, the Plaintiffs' present intention, subject to prosecutorial discretion, is to seek from those Defendants who do not execute and make payments pursuant to Paragraph IV of this Consent Decree all relief the Plaintiffs sought from the Defendants but for which the Plaintiffs were not compensated by the terms of this Consent Decree;

WHEREAS, the Settling Defendants' present intention is to seek contribution from such Defendants; and

WHEREAS, all parties to this Consent Decree consent to the entry thereof;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed as follows:

I.

JURISDICTION

The Court has jurisdiction over the subject matter herein and the parties to this action.

II.

PARTIES BOUND

This Consent Decree shall apply to and be binding upon the Plaintiffs and the Settling Defendants and their successors and assigns. The undersigned representative of each party to this Consent Decree certifies that he or she is fully authorized by the party or parties whom he or she

represents to enter into the terms and conditions of the Consent Decree and to execute and to legally bind that party to it. The Settling Defendants shall provide a copy of this Consent Decree to the Contractor and instruct the Contractor to provide a copy thereof to any subcontractor retained to perform the Work required by this Consent Decree.

### III.

#### DEFINITIONS

Whenever the following terms are used in this Consent Decree and the Appendices to it, the definitions specified hereinafter shall apply:

A. "Chem-Dyne Site" or the "Site" means the "facility," as that term is defined at 42 U.S.C. § 9601(9), where storage, treatment, recycling and disposal activities conducted by the Chem-Dyne Corporation or members of the Chem-Dyne Group transpired, which facility is located at 500 Ford Boulevard, Hamilton, Ohio and is more specifically delineated in Figure 2 of the Remedial Action Plan, as defined herein. The Chem-Dyne Group means Chem-Dyne Corporation, Spray-Dyne Corporation, K.O.I. Petroleum Company, Inc., Hamilton Industrial Real Estate, B&W Enterprises, Whitco Enterprises, Inc., William L. Kovacs and Bruce Whitten collectively.

B. "Chem-Dyne Site Escrow Account" means the bank account to which the Premium Settling Defendants will pay the



amounts specified in this Consent Decree. The agreement establishing this Escrow Account shall be in the form of Appendix 6 hereto.

C. "Chem-Dyne Site Trust Fund" means the fund managed by the Trustee to which the Settling Defendants, except the Premium Settling Defendants, and Settling Federal Agencies shall pay the amounts specified in this Consent Decree.

D. "Contractor" means the company or companies retained by the Trustee on behalf of the Settling Defendants to undertake and complete the Work. The Contractor and any subcontractors retained by the Contractor shall be deemed to be related by contract to each Settling Defendant within the meaning of 42 U.S.C. § 9607(b)(3). Each Contractor and subcontractor shall be qualified to do those portions of the Work for which it is retained.

E. "Defendants" means the original defendants to this action, defendants added by all amendments to the complaints, and all third-party defendants added by all original and amended third-party complaints, but not including Plaintiffs or any of their agencies or departments.

F. "Non-Settling Defendants" means any Defendant listed in Appendix 3 who does not sign this Consent Decree.

G. "National Contingency Plan" shall be used as that term is defined in 42 U.S.C. § 9605.

H. "OEPA" means the Ohio Environmental Protection Agency.

I. "Parties" means the United States, the State and the Settling Defendants.

J. "Plaintiffs" means the United States of America and the State of Ohio, and their agencies and departments.

K. "Premium Settling Defendants" means those Settling Defendants listed in Appendix 4.

L. "Property Owners" means all persons listed on Appendix 5 who claim to have any ownership, leasehold or other interest in the real or personal property at the Chem-Dyne Site.

M. "Remedial Action Plan" or "RAP" means the plan for implementation of remedial work set forth in Appendix 1.

N. "Response Costs" means any costs incurred by Plaintiffs pursuant to 42 U.S.C. §§ 9604 and 9607, which were not inconsistent with the National Contingency Plan.

O. "Settling Federal Agencies" means those federal agencies and facilities listed in Appendix 3.

P. "Settling Defendants" means those Defendants listed in Appendix 3 and who sign this Consent Decree.

Q. "State" means the State of Ohio.

R. "Trustee" means the person(s) or entity(ies) who will hold and/or manage the monies contributed by the Settling Defendants under this Consent Decree, and who will hire the Contractor on behalf of the Settling Defendants, under a Trust Agreement in the form of Appendix 2 hereto. The Trustee shall be deemed to be related by contract to each Settling Defendant within the meaning of 42 U.S.C. § 9607(b)(3).

S. "United States" means the United States of America.

T. "USEPA" means the United States Environmental Protection Agency.

U. "Work" means the implementation, in accordance with Paragraph V hereof, of the Remedial Action Plan as the RAP may be modified pursuant to the provisions of this Consent Decree, and any schedules or plans required to be submitted pursuant thereto.

V. "Waste Materials" means any hazardous waste as defined by 42 U.S.C. § 6903(5); or hazardous substance, as defined by 42 U.S.C. § 9801(14); or pollutant or contaminant as defined by 42 U.S.C. § 9604(a).

#### IV.

##### GENERAL PROVISIONS

###### A. Chem-Dyne Site Trust Fund:

1. The Settling Defendants, excluding the Premium Settling Defendants, shall present to the Plaintiffs a signed Trust Agreement establishing the Chem-Dyne Site Trust Fund in the form of Appendix 2 hereto within ten (10) days of the entry of this Consent Decree. A signed Escrow Agreement establishing the Chem-Dyne Site Escrow Account in the form of Appendix 6 hereto shall also be presented to the Plaintiffs by the Settling Defendants within ten (10) days of the entry of this Consent Decree. The Trust Agreement shall be construed

to confer upon the Trustee all powers and authority necessary to fulfill the obligations of this Consent Decree.

2. Within thirty (30) days after the expiration of the public comment period and entry of this Decree, each of the Settling Defendants which is not a Premium Settling Defendant shall pay to the Chem-Dyne Site Trust Fund the amount that is shown as a total for that Settling Defendant in column 8 of Appendix 3 hereto. The United States shall also contribute to the Chem-Dyne Site Trust Fund on behalf of its agencies and facilities a sum equal to the total of the amounts shown as totals for each federal agency and facility in column 8 of Appendix 3. Also within thirty (30) days after the expiration of the public comment period and entry of this Decree, each of the Premium Settling Defendants shall pay to the Chem-Dyne Site Escrow Account the amount that is shown as a total for that Premium Settling Defendant in Column 9 of Appendix 3 hereto. Such payment by each of the Settling Defendants, Settling Federal Agencies, and Premium Settling Defendants is not a fine, penalty or monetary sanction. The funds in the Chem-Dyne Site Escrow Account shall be used to reimburse the United States as provided in Paragraph XI. The Settling Defendants, exclusive of Premium Settling Defendants, shall instruct the Trustee to use the money in the Chem-Dyne Site Trust Fund (1) to pay the Contractor for the Work described in Paragraph V hereof and the Remedial Action Plan, (2) to reimburse the United States (to the extent not reim-

bursed by funds from the Chem-Dyne Site Escrow Account) and the State of Ohio as provided in Paragraph XI, and (3) to pay other proper expenses pursuant to this Consent Decree, the Remedial Action Plan, and the Work.

3. In the event the cost of Work described in Paragraph V hereof and the Remedial Action Plan exceeds the amounts allocated for the Work and paid under Subparagraph A(2), the Settling Defendants, except Premium Settling Defendants, upon notification and within the time prescribed by the Trustee, shall be responsible for and shall pay to the Chem-Dyne Site Trust Fund such additional amounts in the same proportions relative to each other as shown in column 3 of Appendix 3 as are necessary to fund such additional cost. In the event that any Settling Defendant fails to pay any such additional amount, the other Settling Defendants shall pay that amount in the same proportions relative to each other as shown in column 3 of Appendix 3. The Settling Federal Agencies may also be requested to make additional payments as determined by the Trustee in accordance with the provisions of this Subparagraph. Any dispute between or among the Trustee, Settling Defendants, and Settling Federal Agencies regarding the amount, purpose or other matters pertaining to such additional payments shall be resolved in accordance with the Dispute Resolution provisions of Paragraph X of this Consent Decree.

4. The additional payments required by Subparagraph A.3 shall be made in sufficient time to assure the uninterrupted progress and timely completion of all phases of the Work. The Settling Defendants shall assure that the periodic financial reports submitted by the Trustee under Paragraph VI.B hereof include cash flow projections that project the level of funds that will be necessary for the Work for the succeeding one year period. If the amount of money in the Chem-Dyne Site Trust Fund is less than such projected level, the Settling Defendants shall make the necessary additional payments in amounts prescribed by the Trustee within the period of time set by the Trustee. This period of time shall be set to assure that the necessary additional payments are made no later than three months before the projected need for such payments. The Trustee shall be instructed to notify Plaintiffs of the level at and time within which the payments are required.

B. Commitment of Plaintiffs and the Settling Defendants:

1. The Settling Defendants agree to finance and perform the Work described in Paragraph V hereof and in the Remedial Action Plan.

2. Upon payment to the Trustee of the amount due as set forth in column 8 of Appendix 3, each Settling Defendant and Settling Federal Agency shall be released from liability with regard to the Chem-Dyne Site subject to and in

accordance with the provisions of Paragraph XIII hereof and such Settling Defendant and Settling Federal Agency shall have only those continuing obligations as are specifically set forth or reserved herein.

3. The Work as described in Paragraph V hereof and in the Remedial Action Plan shall be completed in accordance with the standards, specifications and within the time periods set forth in Paragraph V and in the Remedial Action Plan.

4. Subject to the provisions of Paragraph IV(A)(3) hereof, Plaintiffs and Settling Defendants agree that Appendix 3 sets forth a fair, reasonable and equitable apportionment of the costs for implementing the Work and making the reimbursements provided in Paragraph XI hereof.

5. (a) In the event (i) any Defendant elects not to participate in this Consent Decree, or (ii) any Settling Defendant fails to pay any amount required by this Consent Decree, or (iii) any other responsible party is identified, the Plaintiffs agree that it is their present intention, subject to prosecutorial discretion which shall not be subject to judicial review, to assert a claim against such non-participating Defendant, non-paying Settling Defendant or other responsible party to collect all response costs and damages unreimbursed by the terms of this Consent Decree.

(b) The Settling Defendants who pay the amounts required by this Consent Decree intend to instruct the Trustee, at the expense of the Chem-Dyne Site Trust Fund, to

assert claims against any non-participating Defendant, non-paying Settling Defendant, or other responsible party for all amounts which the Settling Defendants may be obligated to pay in excess of amounts allocated to them as shown in Appendix 3, including amounts for which they may be obligated pursuant to Paragraph IV(A)(3), and all such participating Settling Defendants hereby agree to assign to the Trustee each of such claims for indemnification and contribution.

6. Nothing in this Consent Decree shall constitute preauthorization of a claim against the Hazardous Substance Response Fund under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq.

C. Permits and Approvals:

1. All activities undertaken by the Settling Defendants pursuant to this Consent Decree shall be undertaken in accordance with the requirements of all applicable local, state and federal laws, regulations and permits. The United States and the State have determined that the obligations and procedures authorized under this Consent Decree are consistent with the authority of the United States and State under applicable law to establish appropriate remedial measures for the Chem-Dyne Site.

2. The State of Ohio has issued an NPDES permit, UIC permits, and air permits, and will issue upon the filing of applications which comply with applicable law and the provisions of Paragraph V and the provisions of the



Remedial Action Plan, after a reasonable period for review, all necessary permits to install to the Settling Defendants through their nominee for the Work set forth in the Remedial Action Plan. The State of Ohio has determined that no other permits are necessary for the Work set forth in the Remedial Action Plan and Paragraph V hereof under the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 et seq., Chapter 3734 of the Ohio Revised Code, or the regulations and rules promulgated thereunder. The Settling Defendants shall obtain all other permits or approvals necessary under such laws and agree to submit applications and requests in accordance with all such requirements.

3. Plaintiffs agree to use their best efforts to issue promptly or cause to be issued the permits listed above upon the filing of applications which comply with applicable law and the provisions of Paragraph V and the provisions of the Remedial Action Plan, after a reasonable period for review.

4. In the event it becomes necessary for the Settling Defendants to obtain any permit or approval not listed above, Plaintiffs agree to use reasonable efforts within their authority to provide assistance to obtain such permits and approvals even if such permits or approvals do not fall within their respective jurisdictions, and the State agrees to use its best efforts to use any statutes, rules and regulations which may permit the State to issue summarily or cause to be issued such permits or approvals.

5. The standards and provisions of the Force Majeure clause of Paragraph IX below shall govern delays in obtaining permits required for the Work, the denial of any such permits, or difficulties due to the imposition of requirements not set forth in or contemplated by Paragraph V or the Remedial Action Plan.

V.

PERFORMANCE OF THE WORK BY  
SETTLING DEFENDANTS

A. Attached to this Consent Decree and made a part hereof as Appendix 1 is a Remedial Action Plan ("RAP") which has been developed by Settling Defendants in consultation with Plaintiffs. The Remedial Action Plan describes in detail how the Settling Defendants will implement the Work and provides a schedule for completion of certain phases of the Work. In the event of any inconsistency between this Paragraph V and the RAP, this Paragraph shall control. It is understood and agreed that the attachment of the RAP to this Consent Decree, and the Plaintiffs' agreement to the RAP, shall not constitute a warranty or representation of any kind by Plaintiffs and shall not foreclose Plaintiffs from seeking performance of all terms and conditions of this Consent Decree, including the performance goals and standards set forth herein.

B. Requirements for the Work:

1.0 The RAP consists of five (5) components:

- (a) A groundwater extraction/reinjection  
System designed to contain hydraulically

and remove the groundwater contaminant plume to stated levels;

- (b) a System to treat extracted groundwater to meet permit requirements for discharge or reinjection;
- (c) selected "hot spot" excavation and removal of soils; provided that excavation and removal are cost-effective and removal is to a site approved by USEPA;
- (d) a composite cap of natural and synthetic materials to isolate remaining soil contamination and effectively prevent its migration to the groundwater system; and
- (e) demolition of on-Site structures, in-place abandonment of Site utilities, and construction of a perimeter utility cut-off trench.

## 2.0 Groundwater Extraction/Reinjection System.

2.0.5 The location of the plume boundary, defined as the 0.1 ppm total priority pollutant volatile organic compounds ("VOC") isopleth, shall be determined by a series of three (3) consecutive monthly sampling events at all of the following locations:

- (a) all existing monitoring wells; and
- (b) one shallow and five intermediate depth monitoring wells to be constructed by the

Settling Defendants as shown on Figures 7 and 8 of the RAP.

- 2.1 The Settling Defendants shall, subject to the review and approval of USEPA and OEPA, design, construct, maintain and operate a groundwater extraction/reinjection and treatment System (hereinafter "the System"). The System shall be designed to achieve all performance goals and standards set forth in Subparagraphs 2.4, 2.7, 2.10, 2.11, 2.12 and 2.13, inclusive.
- 2.2 Downgradient of the Site, the outer-most series of extraction wells shall be placed at or beyond the contaminant plume boundary defined by Subparagraph 2.05. The location of this 0.1 ppm isopleth shall be determined before final design of the extraction/reinjection System in accordance with the plan set forth in Subparagraph 2.05.
- 2.3 There shall be six (6) compliance monitoring points outside the zone of inward hydraulic gradient of the extraction system, and upgradient from existing production wells at Champion Paper, Mercy Hospital and Beckett Paper as shown on Figure 14 of the RAP.
- 2.4 The extraction/reinjection System shall establish and maintain an inward hydraulic gradient, both vertically and horizontally, to ensure that

contaminants within the plume boundary as defined in Subparagraph 2.03 are contained within this boundary for removal and treatment. The plan for operation and maintenance of the System shall assure prompt replacement of parts of the System as necessary to maintain the inward hydraulic gradients without violating other requirements of this Consent Decree.

- 2.4.5 To ensure that inward gradients are being maintained, hydraulic-head/water level elevation monitoring will be performed by the Settling Defendants in accordance with the provisions of Subparagraph 8.3(c). If monitoring data show a lack of inward gradients, then Settling Defendants shall promptly submit to USEPA and OEPA a plan for corrective action. The chemical monitoring required in Subparagraph 8.3(c) shall also be considered to the extent that it is demonstrated to be relevant.
- 2.5 The performance of the System shall be evaluated annually by the Plaintiffs and the Settling Defendants in view of the design criteria set forth in Subparagraph 2.1. The System shall be adjusted or modified if the Plaintiffs and the Settling Defendants agree that the System is not performing acceptably in view of the design criteria in Subparagraph 2.1 and that adjustments

or modifications would be cost-effective and could be expected to improve performance. Adjustments or modifications can include but need not be limited to relocation or addition of extraction wells or changes of pumping rates as agreed to by the Plaintiffs and the Settling Defendants. In the event of disagreement as to the propriety for or nature of adjustments or modifications, the provisions of Paragraph X shall apply. In order to assure informed evaluations, Settling Defendants shall maintain records showing the pumping rate at each extraction well on a daily basis, which shall be provided to Plaintiffs as required in Paragraph VI. Nothing in this Subparagraph shall be deemed to limit the ability of Settling Defendants to adjust or modify the System consistent with this Consent Decree.

2.6 The groundwater extraction component of the System shall be operated for a minimum of ten (10) years.

2.7 Operation of the System may be terminated after ten (10) years whenever both of the following performance goals governing groundwater at the Site and within the plume boundary as defined in Subparagraph 2.0.5 are met:

- (a) a concentration of not more than 0.1 ppm total priority pollutant VOCs in each monitoring and extraction well within and on the defined plume boundary; and
- (b) the concentration of total priority pollutant VOCs has become effectively constant as defined in Subparagraph 2.16 below in each monitoring and extraction well within the defined plume boundary.

2.8 If after ten (10) years the concentration of total priority pollutant VOCs has become effectively constant, as defined in Subparagraph 2.16 below, in each monitoring and extraction well within and on the defined plume boundary but the performance goal of 0.1 ppm has not been met in each well, then operation of the System may be terminated if:

- (a) substantial compliance with the performance goal of 0.1 ppm total priority pollutant VOCs has been achieved (considering factors which may include but are not limited to variations in permeability which lead to persistence of high concentrations in certain wells, and averaging of concentrations in wells); and
- (b) the periodic reevaluations by the Plaintiffs and the Settling Defendants referred

to in Subparagraph 2.5 demonstrate that no reasonable System modification or adjustment, as agreed by the Plaintiffs and the Settling Defendants, will produce significant improvement within the remainder of the twenty (20) year period following commencement of operations of the System. In the event of disagreement, the provisions of Paragraph X shall apply.

2.9 If at the commencement of the twentieth year of operation of the System, both performance goals are not met, the Plaintiffs and the Settling Defendants shall determine whether further operation and modification would be cost-effective. If the Plaintiffs and the Settling Defendants agree that further operation would not be cost-effective, the System may be terminated. If the Settling Defendants disagree as to the necessity for further operation, the provisions of Paragraph X shall apply. Pending a decision by this Court, the System will continue to be operated.

2.10 The concentrations of total priority pollutant VOCs within the Site and the plume boundary as defined by Subparagraph 2.05 must be maintained effectively at or below the levels reached at the termination of the extraction system for a



period of five (5) years after termination of the extraction system. The determination as to whether the conditions of this Subparagraph are satisfied shall be made in accordance with the procedure defined in Subparagraph 2.18 below.

2.11 Based upon the data gathered to date, the Parties believe that groundwater to the south and southwest of the Site is not affected by contamination from the Site. To ensure that groundwater remains unaffected, three compliance points have been established; these are comprised of monitoring wells G19, G20, MW17, G21, G22, G23, G24, G25 and MW16 shown on Figure 14 of the RAP. The Settling Defendants shall monitor these compliance points as provided in Subparagraph B.3(c). The following compliance criteria shall be used for these compliance points: (a) any water quality criteria for protection of human health (based on  $10^{-6}$  health risk criteria), (b) background conditions as determined in accordance with 40 C.F.R. § 264.97, or (c) detection limits attainable using the analytical methods prescribed by Subparagraph 2.17 below, whichever is highest; provided, however, that if the Parties agree, based on monitoring data, that water quality at any such compliance point is not representative

of background conditions: (i) the Parties will agree upon an additional location for replacement of that compliance point, and a new well shall be installed at that location using the procedures set forth in this Subparagraph, and (ii) the Parties shall determine whether the unrepresentative compliance point has been affected by the Site or by some other source of contamination and, if by the Site, the Settling Defendants shall submit a plan for necessary corrective action, if any.

2.12 Three compliance points have been established to the west of the Site; these are comprised of monitoring wells MW21, MW22, G15, G16, G17, G18, MW19, MW20 and MW32 as shown on Figure 14 of the RAP. The following compliance criteria shall be used for these points:

(a) The concentrations of total priority pollutant VOCs shall not exceed 0.1 ppm during the operation of the System and for a period of five (5) years after termination.

(b) During the operation of the System the concentration of other priority pollutants shall not exceed the maximum concentration of these compounds that are found prior to the commencement of the System operation in any one of the following monitoring wells: MW30, G1,

MW31, MW18, G3, MW33, G9, G10, G11, G12, and G13 as shown on Figure 16 of the RAP.

(c) For five (5) years after termination of the System operation, the concentration of other priority pollutants shall not exceed the maximum concentration of such compounds that are found at the commencement or termination of the System operation in any one of the monitoring wells identified in Subparagraph 2.12(b).

2.13 The production wells at Mercy Hospital and Beckett Paper will continue to be at least in substantial compliance with background conditions, as defined in Subparagraph 8.5, taking into account only the potential for temporary and insignificant degradation due to hydraulic proximity to the Chem-Dyne Site and contamination from sources other than the Chem-Dyne Site. The production wells at the City of Hamilton Power Plant and Champion Paper will continue to be at least in substantial compliance with baseline conditions, as defined in Subparagraph 8.3(c)(1), taking into account the potential for insignificant degradation due to hydraulic proximity to the Chem-Dyne Site. Predictive simulations based on a predictive model developed and calibrated with data compiled during the implementation of the

extraction/ reinjection operation, and mutually agreed upon by the Plaintiffs and the Settling Defendants, shall be used along with actual monitoring data to assess whether compliance with these standards has been and will be achieved.

2.14 If data from the sampling program, or the results of predictive modeling based on those data, indicate actual or potential noncompliance with the performance standards, goals or provisions of Subparagraphs 2.11, 2.12, or 2.13, an evaluation shall be made by the Plaintiffs and the Settling Defendants to determine whether the nature of noncompliance is significant or not significant. The evaluation shall also consider whether noncompliance is due to contamination from sources other than the Chem-Dyne Site. If the noncompliance is deemed significant by either USEPA or OEPA, and if the source of the noncompliance is determined to be the Chem-Dyne Site, the Settling Defendants shall submit a plan for further corrective action to both agencies within 90 days of notice of that determination.

2.15 The Settling Defendants retain the right to terminate the reinjection system at any time if they demonstrate that reinjection is no longer

necessary to meet performance goals and standards.

2.16 For purposes of this Paragraph, the determination of whether the concentration of total priority pollutant VOCs within the plume has become effectively constant shall be made on a well-by-well basis at all extraction and chemical monitoring wells on and within the plume boundary. The determination of whether the concentration at a well is effectively constant shall be made as follows:

- (a) Samples shall be taken at the locations and frequencies stated in Subparagraph 8.3(c).
- (b) The data from the twelve most recent samples will be examined and totals for VOCs computed and plotted as data points.
- (c) If the curve suggested by these data points is linear, then a straight line using a least squares regression model shall be fitted to the data and the slope of the fitted curve shall be computed as the estimated slope for purposes of this Paragraph.
- (d) If the data points suggest a curvilinear form, then an exponential curve using a least squares regression model shall be

fitted to the data. The estimated slope for purposes of this Paragraph shall be the first derivative of the curve at a value of time halfway between the last two sample points.

(e) The estimated slope shall be deemed to be zero if:

- 1) that slope is less than or equal to zero and greater than or equal to negative 0.02 ppm/year; and
- 2) the rate of change of that slope is equal to zero or indicates a continuously decreasing concentration.

(f) If the mean concentration in a well is less than or equal to 0.02 ppm, and the procedure in Subparagraphs 2.16(a)-(e) results in a positive slope, then the 95 percent confidence interval shall be calculated for the slope of the regression line; if a zero slope is within this confidence interval, then the estimated slope shall be deemed to be zero.

(g) The concentration at a well shall be deemed to be effectively constant if the estimated slope is deemed to be zero.

(h) Modifications to pumping rates or locations may be made by the Settling Defendants to improve performance of the System. No modification to pumping rates or locations may be made for the purpose of manipulating data results to support a finding of an effectively constant concentration at any well.

2.17 Analytical methods to be used in analyzing water samples to be collected as part of the requirements of this Consent Decree shall be as follows:

- (a) Priority pollutant volatile organics by USEPA Method 601 and 602. At the option of the Settling Defendants, compounds reported as detected by these methods shall be confirmed by USEPA Method 624 in order to demonstrate their actual presence.
- (b) Priority pollutant base/neutral and acid extractables by USEPA Method 625.
- (c) Priority pollutant pesticides by USEPA Method 608.

2.18 For purposes of this Paragraph, the determination of whether the conditions of Subparagraph 2.10 are satisfied shall be made as follows:

- (a) Total priority pollutant VOC concentrations for the last sampling event collected from

all monitoring and extraction wells within and on the plume boundary at the termination of the System will be statistically analyzed to determine the mean value and standard deviation of these data. This shall be considered the baseline value.

- (b) The results of any sampling event of the wells described in Subparagraph 2.18(a) after termination of the System shall also be statistically analyzed to determine the mean value and standard deviation of total priority pollutant VOC concentrations.
- (c) A statistical test shall be made to determine if the variance of the post-termination sampling event described in Subparagraph 2.18(b) is statistically equal to the variance of the baseline value calculated under Subparagraph 2.18(a).
- (d) Statistical tests shall be made to determine if the data from the sampling events referred to in Subparagraphs 2.18(a) and (b) are normally distributed.
- (e) If the variances are statistically equal as determined under Subparagraph 2.18(c) and the data are normally distributed as determined under Subparagraph 2.18(d), a



t-Test shall be made to determine whether the mean value of the sampling event described in Subparagraph 2.18(b) is significantly different from the baseline mean value calculated under Subparagraph 2.18(a) at a 5% level of significance.

- (f) If the variances are not statistically equal as determined under Subparagraph 2.18(c) and/or the data are not normally distributed as determined under Subparagraph 2.18(d), then an appropriate statistical test agreed upon by the Parties shall be used to determine whether the mean value of the sampling event described in Subparagraph 2.18(b) is significantly different from baseline mean value calculated under Subparagraph 2.18(a) at a 5% level of significance.
- (g) If the test in Subparagraph 2.18(e) or (f) indicates that the mean value calculated under Subparagraph 2.18(b) is not significantly different from the baseline mean value calculated under Subparagraph 2.18(a), the conditions of Subparagraph 2.10 shall be considered to have been satisfied.

- (h) If a significant increase in the mean value is determined in accordance with Subparagraph 2.18(e) or (f), a second round of sampling shall be conducted within thirty (30) days of receipt of the results of the first round of sampling.
- (i) If the results of the second round of sampling confirm the significant increase in the mean value calculated in accordance with Subparagraph 2.18(e) or (f), corrective action shall be taken by the Settling Defendants.

### 3.0 Groundwater Treatment

Prior to reinjection or surface discharge, extracted groundwater shall be treated by approved methods to the extent required to meet permit limits. The current planned treatment method is as follows:

- 3.1 Extracted groundwater will be pumped to an air stripping system. The design goal for the air stripping system shall be to remove at least 95% of the peak concentration of total priority pollutant VOC's influent to the system.
- 3.2 Vapor phase activated carbon shall be provided to remove contaminants from the off gases from the air stripping system.

3.3 The groundwater treatment system shall be designed, maintained and operated in a manner consistent with all applicable environmental permitting terms and conditions.

3.4 Contingencies shall be developed by the Plaintiffs and the Settling Defendants and implemented by the Settling Defendants in the event that any of the following events occur:

- (a) Existing treatment processes are determined to be insufficient to allow the discharged effluent to meet permit limitations;
- (b) The groundwater treatment system is demonstrated to be a source of nuisance odors.

#### 4.0 Soils

Soil contamination shall be addressed through several technologies designed to remove and/or isolate contaminants, including the following:

4.1 Certain areas with excessive concentrations of contaminants in near-surface soils shall be excavated and removed; provided that excavation and removal are cost-effective and removal is to a site approved by USEPA.

4.1.1 These areas include the following, as delineated on Figures 20 through 24 of the RAP.

- a. Surficial soils and ballast to a depth of one (1) foot in the rail dock area;
- b. Soils in the parking lot south of the blue warehouse near GS-5 with significant VOC contamination to a depth of 2.5 feet;
- c. Soils containing significant contamination adjacent to and beneath the sanitary sewer siphon located in the northwest sector of the Site that are reasonably accessible without undue interference with or hazard to the B&O Railroad trackage;
- d. Two (2) subsurface half mixing tanks, residual contents and excessive contamination adjacent to and beneath the buried tanks;
- e. The tank farm area west of the Chem-Dyne building to a depth of five (5) feet;
- f. Surficial soils within a ten (10) foot radius to a depth of one (1) foot at soil sampling

stations OS-3, OS-4, GS-6, and SS-5;

- g. A former gasoline underground storage tank, its residual contents and excessive contamination adjacent to and below the tank;
- h. Soils to a depth of 2.5 feet beneath the blue warehouse slab in the vicinity of soil sampling station BH 41.

4.1.2. The following areas of soil contamination shall be excavated and removed to a facility approved under the Toxic Substances Control Act:

- a. Surficial soils within a ten (10) foot radius to a depth of one (1) foot at soil sampling stations GS-4, SS-8 and BH-16;
- b. Sludge material and ballast in the coal bin.

4.2 Soil flushing or in-situ biological treatment may be further addressed at the option of the Settling Defendants subject to the approval of both Plaintiffs.

4.3 Portions of the Site as specified in the RAP shall be capped with a cap of composite construction consisting of a 24 inch layer of remolded clayey soil (with a maximum coefficient of permeability of  $10^{-7}$  cm/sec) overlain by a permeable sand zone overlain by a 60-mil. minimum thickness synthetic liner covered with a sand, loam and topsoil root zone for vegetative cover. The cap shall be graded to promote surface run-off and to minimize soil losses due to erosion.

4.3.1 Cap effectiveness shall be monitored in accordance with the requirements of Subparagraph 8.4(c).

4.3.2 A schedule shall be developed for the inspection, maintenance and repair, or replacement of the cap or its individual components at the cost of the Settling Defendants. The cap shall be maintained to provide protection against contact with, or off-site migration of, contaminated surficial site soils. The permeability of the synthetic liner and clay components of the cap shall be maintained to the degree and for the length of time necessary to ensure

compliance with the groundwater performance goals and standards enumerated in Subparagraph 2.1 and to prevent other routes of human exposure.

4.4 Contingencies shall be developed to respond to failures or losses in the efficiency of the cap.

4.5 Subject to Paragraph XIII(C), Settling Defendants may terminate responsibility for operation and maintenance of the cap at any time after termination of System operation and five (5) subsequent years of groundwater monitoring if they demonstrate to USEPA and OEPA that:

- (a) Maintenance and inspection of the synthetic liner, cover and clay components of the cap are no longer necessary for the continued maintenance and compliance with groundwater performance goals and standards enumerated in Subparagraph 2.1 and prevention of other routes of exposure to contamination; or
- (b) Maintenance and inspection of the synthetic liner are no longer necessary for continued maintenance and

compliance with groundwater performance goals and standards enumerated in Subparagraph 2.1, and some other person or entity is willing and able to assume responsibility for such necessary maintenance of the cover and clay components of the cap.

In the event of a dispute under this Subparagraph, the decision of USEPA or OEPA shall be set aside only if found to be arbitrary and capricious.

#### 5.0 Structures

Observable Waste Materials remaining within the on-Site structures shall be removed; provided that removal is cost-effective and is to a site approved by USEPA and OEPA. Asbestos waste shall be disposed of at a site approved for disposal of asbestos. The structures themselves shall be demolished.

5.1 Prior to any removal, demolition or decontamination efforts, the on-Site structures shall be surveyed visually to locate and identify Waste Materials remaining within those structures. This inventory of disposal requirements shall include, inter alia:

- a. waste samples stored in the Chem-Dyne building;



- b. unidentified gas cylinders ("lecture bottles") also stored in the Chem-Dyne building, which shall be disposed of in a cost-effective manner;
- c. all above-ground asbestos and asbestos debris; and
- d. all above-ground piping which may have transported Waste Materials.

5.2 Prior to building demolition, a procedure shall be developed and agreed upon to identify structural components which are significantly contaminated. This procedure shall emphasize visual observations and minimize sampling requirements.

5.2.1 Demolition debris which is determined by OEPA and USEPA not to be significantly contaminated and which has been reduced to minimum volume may be placed on-site as contouring material (fill) under the Site cap.

5.2.2 Demolition debris which is determined by USEPA or OEPA to be significantly contaminated shall be removed, provided that removal is cost-effective and is to a site approved by USEPA.

5.2.3 Structural steel which is determined by OEPA and USEPA not to be significantly contaminated or which has been decontaminated may be salvaged for smelting.

5.3 Prior to building demolition, the Settling Defendants shall make arrangements acceptable to Hamilton Electric to maintain the hydro-electric facility in the north end of the Ford building in an operable, structurally sound, and accessible condition in both the short and long term, consistent with pre-demolition conditions.

5.4 Work plans shall be prepared and followed to ensure that the demolition activities comply with the NESHAPS standards under 40 C.F.R. Part 61 and result in minimal air emissions.

5.5 The Parties shall determine the need for and the Settling Defendants shall implement any associated or ancillary activities which may be required. Such activities could include, but need not be limited to, the relocation of overhead utilities such as electrical distribution and communication lines.

6.0 Site Utilities

All existing on-Site utilities shall be abandoned in place or rehabilitated to ensure that

they will not serve as conduits for contaminant migration.

- 6.1 All existing Site utilities shall be identified by the Settling Defendants. Plans acceptable to OEPA and USEPA for utilities abandonment in place or rehabilitation shall be prepared. The need for replacement utilities to serve tributary off-Site users shall also be identified and such needs provided for in those plans.
- 6.2 A perimeter cut-off trench located within the outer limits of the Site cap shall be excavated to ensure that all utilities entering or leaving the Site have been located, sealed and cut off as potential avenues of contaminant migration. Appropriate monitoring shall be conducted. Soils from the excavation of the trench shall be assessed for visible contamination and monitored by an organic vapor analyzer. Soils determined by USEPA or OEPA to contain significant contamination shall be removed; provided that removal is cost-effective and is to a site approved by USEPA. Soils determined by USEPA and OEPA not to be significantly contaminated may be used as backfill for the excavated trench.
- 6.3 These construction activities shall be designed and implemented to minimize air emissions and

to avoid or minimize the disruption of utilities services to others. Contingency plans shall be prepared to address these considerations and to respond to the unintentional damage of other operating utilities.

[7.0 OMITTED]

8.0 Monitoring of the Remedial Action Plan

8.1 The conceptual objectives of the monitoring programs that shall be included in the Remedial Action Plan are four-fold: (1) to ensure that the performance measures of each component of the RAP are being achieved; (2) to determine if changes in the physical and chemical systems at the Site have occurred that "trigger" the proposed contingencies; (3) to ensure that permit conditions and regulatory requirements are being achieved; and (4) to ensure against significant adverse environmental impact.

8.2 To meet the objectives set forth in Subparagraph 8.1, frequency and duration of measurement, monitoring locations, and parameters shall be in accordance with the requirements of Subparagraph 8.3. The duration of monitoring requirements in this Consent Decree shall not limit the provisions of Paragraph XIII(C).

8.3 The following monitoring plan shall be implemented by the Settling Defendants:

- (a) Provisions to allow for the inspection and monitoring of the groundwater treatment system in a manner and at a frequency consistent with the NPDES permit referenced in Paragraph IV(C), herein. This includes sampling of influent and effluent and the receiving waters, the performance of biological monitoring and bioassay toxicity testing and such other monitoring as may be required by the terms and conditions of the permit or for efficient operation of the treatment system;
- (b) Provisions for the testing and monitoring of any source(s) of air pollution in a manner and at a frequency consistent with the terms and conditions of any Permit to Install and/or Permit to Operate issued for each such source;
- (c) For Groundwater:
  - (1) The groundwater monitoring program shall be implemented before and during the operation and for five (5) years after the termination of the groundwater extraction system. Monitoring locations are shown in

Figures 11, 12, 13, 14 and 15 of the RAP. For the purpose of this Subparagraph, and with respect to the screened interval of the new monitoring and compliance wells to be installed by the Settling Defendants under Subparagraphs 2.0.5(b) and 2.3, shallow is defined as 0-15 feet, intermediate as 25-40 feet, and deep as 50-75 feet below the mean annual water table, respectively. The frequency of monitoring shall be as follows:

- (1) To determine baseline conditions, production wells at Champion Paper Company and City of Hamilton Power Plant shall be sampled for two consecutive months prior to the commencement of System operation and analyzed for all priority pollutant organic compounds. In instances where the concentrations for the two consecutive samplings are significantly different, the wells in question shall be sampled for a third month. The average concentrations from

these two or three sampling events at each well shall be considered to represent baseline conditions at that well.

- (ii) Compliance point monitoring wells shall be monitored semi-annually for priority pollutant volatile organic compounds and annually for all other priority pollutants during the years of System operation and for five (5) years after termination.
- (iii) All monitoring wells and extraction wells at and inside the 0.1 ppm isopleth shall be monitored quarterly for priority pollutant volatile organic compounds during the last three years of operation of the System. Upon termination of the System, these wells shall be monitored quarterly for the first two years and semi-annually for the remaining three years for priority pollutant volatile organic compounds.

- (iv) All monitoring wells beyond the 0.1 ppm total VOC isopleth shall be monitored annually for priority pollutants for the duration of System operation and for five (5) years after termination.
- (v) During and for five (5) years after termination of System operation, the frequency of sampling at compliance point monitoring wells shall be increased to quarterly if at any time the concentrations of priority pollutants exceed the compliance standards specified in Subparagraphs 2.11 and 2.12.
- (vi) During and for five (5) years after the termination of System operation, the frequency of sampling at monitoring wells outside the plume boundary shall be increased to quarterly for a minimum of six months if at any time the concentration of total priority pollutant VOCs exceeds 0.1 ppm. If this occurs during



two consecutive sampling events, an evaluation shall be made to determine the significance of this occurrence.

- (vii) Two production wells at Champion Paper Co. (wells #1 and #4) and one production well each, as accessible, at Hamilton Electric Power Co., Mercy Hospital and Beckett Paper Co. shall be monitored annually for total priority pollutant VOCs. If the new intermediate depth well to be installed by the Settling Defendants near the Vaughn Construction Company production well exhibits significant contamination, the Vaughn Construction Company production well shall also be sampled at the same frequency and for the same compounds as the other production wells.
- (2) The groundwater monitoring plan shall address three (3) distinct separate components: (1) performance standard

assessment, which includes measurement of hydraulic head, (ii) compliance point evaluation, which includes monitoring contaminant levels (Subparagraph 2.4.5) and (iii) evaluations of all monitoring and extraction wells within the plume boundary for System termination, including monitoring contaminant levels (Subparagraph 2.16).

- (3) Hydraulic heads shall be measured at approximately 15-day intervals during the first year of System operation and at approximately 30-day intervals thereafter to ensure that an inward hydraulic gradient is being maintained. Water levels shall be measured in all existing and new monitoring and extraction wells and in the piezometers described in Subparagraph 8.3(c)(4).
- (4) A series of six (6) water level piezometers, each with a five-foot maximum length bottom screened interval, shall be emplaced at six (6) locations along the plume boundary. Automatic water-level recorders

shall be installed, maintained, and operated, one at each shallow piezometer in the clusters described in Subparagraph 8.3(c)(5). Each such shallow piezometer shall be constructed in a manner that will not impede the operation of the recorder. Data from these piezometers and recorders will be used to assess the performance of the System with respect to maintaining an inward hydraulic gradient. Settling Defendants reserve the right to challenge the accuracy or reliability of any data generated by the recorders. After any significant modification to the System or if water levels at a point or points in the monitoring network are unstable, then the frequency of water-level measurements shall be increased to a 15-day interval in wells within a 250-foot radius of the affected well or wells for a minimum of three consecutive months.

- (5) The piezometers shall be emplaced in the manner illustrated in Figure 12

of the RAP. A cluster of three piezometers, consisting of a shallow depth, an intermediate depth and a deep piezometer, shall be placed on the plume boundary for the purpose of providing vertical head distribution data with which to determine whether inward vertical gradients are being maintained. For purposes of this Paragraph, and with respect to the open interval of the piezometers to be installed, shallow is defined as 10-15 feet, intermediate as 35-40 feet and deep as 70-75 feet below the mean annual water table, respectively. A fourth piezometer shall be placed outside and normal to the plume boundary and the remaining piezometers shall be placed along the plume boundary on either side of the piezometer cluster.

8.4 As part of the final design, the Settling Defendants shall submit to USEPA and OEPA a detailed monitoring plan for the remainder of the components of the Remedial Action Plan. This monitoring plan shall include the following:

- (a) Monitoring programs designed to collect such data as may be required to implement a site-specific worker safety plan;
- (b) Air monitoring programs designed to assess the impacts of remedial activities on the surrounding community and provide for public safety;
- (c) Programs for monitoring cap performance via the use of neutron probes and coupon samples of the synthetic liner material installed proximate to and under the same conditions as the synthetic liner itself. Coupon samples shall be evaluated every third year. Visual inspection of the cap for slumping and erosion shall be performed quarterly or more frequently as necessitated by Site conditions. There shall be 15 neutron probes consistent with the need to provide at least one neutron probe per acre. Neutron probes shall be monitored once in the spring and once in the fall each year for three-day periods immediately following a significant precipitation event.

8.5 To determine background conditions for Beckett Paper and Mercy Hospital, the Settling Defendants

shall conduct a monitoring program which meets the requirements of 40 C.F.R. § 264.97.

VI.

REPORTING AND RECORD KEEPING;  
RETENTION AND AVAILABILITY OF INFORMATION

A. The Settling Defendants shall cause the Contractor to provide written progress reports to US EPA, Region V, Director, Waste Management Division, Attention Chem-Dyne OSC, 230 South Dearborn Street, Chicago, Illinois 60604, and to Director, Ohio E.P.A., Attention Chem-Dyne SC, 361 East Broad Street, P.O. Box 1049, Columbus, Ohio 43215, as required by this Paragraph or the Remedial Action Plan, and containing the information therein required. At a minimum, these reports shall include:

1. Monthly Progress Reports during System construction and for two years thereafter. These shall be submitted on the tenth day of each month setting forth a summary of activities, including:
  - (a) any change or modification in the System or Work schedule; and
  - (b) a schedule of the activities planned for the following month.
2. Major Milestone Reports during the period from two years following completion of System construction to the termination of the System. These shall be submitted within thirty (30)

days of the completion of any major milestone shown on Figure 28 of the RAP, shall include a summary of activities undertaken toward, and problems encountered, if any, in the attainment of the Major Milestones, and shall describe any System modifications that were necessary for attainment.

3. Emergency/Major Modification Reports. In the event of any emergency event or planned major modification to the System, not previously the subject of notice to USEPA and OEPA, the Settling Defendants shall promptly notify the OSC and the SC by telephone, or in the event of their unavailability, the Director of Waste Management Division of USEPA, and shall within thirty (30) days supply a written report setting forth the major modification planned, and/or the emergency events that occurred and the measures taken and to be taken in response. If appropriate, these reports may be used also to satisfy the reporting requirement established by Paragraph IX hereof.

4. Emergency/Major Modification Conclusion Reports. Within thirty (30) days of the conclusion of any emergency event or major modification, the Settling Defendants shall submit a report setting forth the actions taken to effect the

major modification and/or to respond to the emergency events.

5. Periodic Monitoring Reports that shall on a prompt basis provide the raw monitoring data gathered as part of the Work, whether or not such data are required to be gathered by this Consent Decree or the RAP.

6. Annual Monitoring Reports that shall provide annual summaries of the monitoring data gathered as part of the Work, whether or not such data are required to be gathered by this Consent Decree or the RAP, including daily pumping rates and water level readings, along with a description of any operational steps taken or planned on the basis of those data.

B. The Settling Defendants shall direct the Trustee to provide Plaintiffs with copies of the periodic financial reports that the Trustee is obligated to provide the Settling Defendants by the Trust Agreement at the offices set forth in Paragraph VI.A at the same time that they are provided to the Settling Defendants.

C. Until completion of the Work and termination of this Consent Decree, the Settling Defendants shall preserve, and shall instruct the Contractor to preserve, all records, documents and information of whatever kind, nature or description relating to the performance of the Work at the Chem-Dyne Site. Upon the completion of the Work and termination of this



Consent Decree, all such records, documents and information shall be delivered to USEPA.

D. Counsel for Plaintiffs and one liaison counsel designated by the Settling Defendants shall retain copies of all depositions and discovery responses in this case for a period of ten (10) years.

## VII.

### GRANT OF SITE ACCESS

A. Access to the Site is hereby granted and ordered to the Trustee, Contractor, USEPA and OEPA, and the Settling Defendants and their representatives for purposes of effectuating and monitoring all terms of this Consent Decree and performing the Work called for by Paragraph V and the Remedial Action Plan, and for purposes of response actions pursuant to Paragraph XVI. No property of the Plaintiffs left at the Chem-Dyne Site shall be deemed a fixture and all such property shall remain the property of the Plaintiffs.

B. The Property Owners hereby specifically consent to and grant all approvals for all action undertaken pursuant to Paragraph V, the Remedial Action Plan and the Work, including, without limitation and by way of example only, the removal of soil, the removal of utility lines and other facilities, the destruction of buildings, the capping of the Chem-Dyne Site, and the removal, closing, disconnecting and trenching of all utilities at the Chem-Dyne Site.

C. No conveyance of title, easement or other interest in the Chem-Dyne Site shall be consummated without a provision permitting the continued operation and maintenance of the monitoring and pumping wells, the cap, treatment facilities and any other facilities and work done pursuant to Paragraph V and the Remedial Action Plan, and all such conveyances of title, grants of easements or other conveyances of any interest in the Chem-Dyne Site shall contain a covenant to permit such facilities and work. At least 90 days prior to any conveyance, the Property Owners shall notify the Plaintiffs by registered mail of the intent of the Property Owner to convey any interest in the property, and of the provisions made permitting the continued operation and maintenance of the wells, cap and treatment facilities installed pursuant to Paragraph V and the Remedial Action Plan. The restrictions and obligations set forth herein shall run with the land and shall be binding upon any and all parties who acquire any interest in the Chem-Dyne Site. In addition, the Settling Defendants shall promptly give notice to Plaintiffs of any actual or expected conveyance of any interest in any property not part of the Chem-Dyne Site but used to implement the Work, to the extent such conveyance is within the knowledge of the Settling Defendants. The Settling Defendants shall require the Contractor to notify Plaintiffs of any such actual or expected conveyance.

D. To the extent access to or easements over property other than the Chem-Dyne Site is required for the

proper and complete performance of this Consent Decree, the Settling Defendants shall use their best efforts to gain access to or easements over such property and, if necessary, Plaintiffs agree to use their best efforts, consistent with their legal authority, to assist the Settling Defendants in obtaining such access. The Force Majeure clause of Paragraph IX hereof shall govern any delays caused by difficulties in obtaining access to or easements over property not included in the Chem-Dyne Site. In the event Plaintiffs exercise their powers of eminent domain in order to effectuate the purpose and goals of the Consent Decree, the Settling Defendants shall reimburse the Plaintiffs for any amount of just compensation and costs awarded or incurred in the exercise of such powers. Plaintiffs shall condemn only those property interests necessary for implementation of the Work, except as otherwise required by law.

E. The State agrees to use its statutory and regulatory authority to prohibit the installation of wells into contaminated groundwater at or near the Chem-Dyne Site within the area marked on Appendix 5, or as it may be enlarged or reduced by OEPA following consultation with USEPA. This prohibition shall not apply to wells installed as part of the Work...

F. A copy of this Consent Decree and a copy of any order issued by OEPA pursuant to Subparagraph E of this Paragraph shall be filed for record in the Office of the Recorder of Butler County, Ohio as a lien and encumbrance on

all parcels comprising the Chem-Dyne Site. The Property Owners agree to execute such instruments and documents, if any, as may be required to entitle the terms of this Consent Decree to be recorded in the Office of the Recorder of Butler County, Ohio.

#### VIII.

##### ON-SCENE COORDINATOR

The United States may designate an On-Scene Coordinator ("OSC") and the State a Site Coordinator ("SC") for the Chem-Dyne Site, and may designate other representatives, including USEPA and OEPA employees, and federal and state contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. The OSC shall have the authority lawfully vested in him by the National Contingency Plan, 40 C.F.R. Part 300.

#### IX.

##### FORCE MAJEURE

A. "Force Majeure" for purposes of this Consent Decree is defined as any event arising from causes beyond the control of the Settling Defendants which delays or prevents the performance of any obligation under this Consent Decree. "Force Majeure" shall not include increased costs or expenses or non-attainment of the goals and standards set forth in Paragraph V hereof or the Remedial Action Plan, except as specifically provided therein, or failure to apply for any required permits or approvals or to provide all required

information therefor in a timely manner. "Force Majeure" may include delay in obtaining permits necessary for the Work or access to property upon which the Work is to be done, provided that such delay could not have been overcome by due diligence.

B. When circumstances are occurring or have occurred which may delay the completion of any phase of the Work or delay access to the Site or to any property on which any part of the Work is to be performed, whether or not due to a "force majeure" event, the Settling Defendants shall promptly notify the OSC and SC by telephone, or in the event of their unavailability, the Director of the Waste Management Division of USEPA, and shall within thirty (30) days supply to the Plaintiffs in writing the reason(s) for and anticipated duration of such delay; the measures taken and to be taken by the Settling Defendants to prevent or minimize the delay; and the timetable for implementation of such measures. Failure to so notify the OSC and SC shall constitute a waiver of any claim of force majeure.

C. If the Plaintiffs agree that a delay is or was attributable to a "force majeure" event, the Parties shall modify the Remedial Action Plan to provide such additional time as may be necessary to allow the completion of the specific phase of the Work and/or any succeeding phase of the Work affected by such delay, not to exceed the actual duration of the delay.

D. If the Plaintiffs and the Settling Defendants cannot agree whether the reason for the delay was a "force

majeure" event, or whether the duration of the delay is or was warranted under the circumstances, the Dispute Resolution provisions of Paragraph X shall apply.

X.

DISPUTE RESOLUTION

A. Any dispute which arises with respect to the meaning or application of this Consent Decree or the Appendices hereto shall in the first instance be the subject of informal negotiations between and among Plaintiffs and the Settling Defendants. If the Plaintiffs and the Settling Defendants cannot resolve the dispute within thirty (30) days from the time the dispute arises, then either Plaintiff, any Settling Defendant, or the Trustee or its designee may <sup>move to reopen</sup> ~~file a petition~~ *this matter for the limited purpose of resolving* ~~with this Court setting forth the matter in dispute and the~~ *such dispute.* ~~relief requested.~~ In an emergency, any Party may file a petition prior to the expiration of the thirty (30) day period. The period for negotiations may be extended by mutual agreement between the Plaintiffs and either the Settling Defendants or a representative designated by the Trustee.

B. Unless provided for herein, this Consent Decree does not establish burdens of proof or standards, timing, or jurisdiction for review, but only the procedures applicable to the resolution of disputes between the Parties.

XI.

REIMBURSEMENT

A. Within 45 days of the entry of this Consent Decree, Premium Settling Defendants shall pay the total amount of funds in the Chem-Dyne Site Escrow Account, and the Settling Defendants through the Trustee shall pay an additional sum so that the total payment under this Subparagraph XI(A) is \$4.0 million, to the United States as reimbursement of Response Costs incurred by the United States and covered by this Consent Decree. Payment shall be delivered to U.S. EPA, Superfund, P.O. Box 371003M, Pittsburgh, Pennsylvania 15251, and made payable to "EPA Hazardous Substances Response Fund."

B. The Settling Defendants, through the Trustee, shall pay the following amounts to the State of Ohio as reimbursement of Response Costs and natural resources damages and other costs and damages on or before the following dates: \$1.0 million -- on or before the 40th day following entry of this Consent Decree; \$1.0 million -- on or before December 31, 1986; \$1.430 million -- on or before December 31, 1987. Payment shall be delivered to Office of the Ohio Attorney General, 30 East Broad Street, 17th Floor, Columbus, Ohio 43215, attention: Chem-Dyne Coordinator, and made payable to Treasurer, State of Ohio.

C. The payments required by Subparagraphs A and B shall be made whether or not each Defendant pays to the Chem-Dyne Site Trust Fund or the Chem-Dyne Site Escrow Account the amounts set forth in Appendix 3 hereof. Within 45 days of

the entry of this Consent Decree, the Settling Defendants, through the Trustee, shall provide a certification to the Plaintiffs identifying any Settling Defendant that has not made the payment required of it by Paragraph IV.A.1.

D.1. Settling Defendants acknowledge that the United States claims that the total Response Costs incurred by it in connection with the Chem-Dyne Site were calculated as of approximately November 16, 1984 as \$7,125,746 composed of the following items:

USEPA

Emergency Removals	\$ 55,606
Comprehensive Surface Cleanup	3,516,018
Remedial Investigation/Feasibility Studies	1,545,616
National Laboratory Contract	276,371
Field Investigation Team	397,529
Enforcement Contracts	39,690
Technical Assistance Team	9,579
National Enforcement Investigation Center	151,522
Payroll	217,251
Travel	97,057
Robert S. Kerr Lab	40,718
Overflights	5,391

Department of Justice \$ 773,398

2. In addition, the releases and covenants not to sue herein include those costs which USEPA has estimated will be necessary for its own oversight of the Work in the future, but excluding costs identified in Paragraph XIII.C. Settling Defendants acknowledge that oversight costs that are covered by the releases and covenants not to sue herein have been estimated by USEPA to total \$386,383, assuming fifteen years of oversight. The Parties also acknowledge that, under a 1982 Settlement Agreement among Plaintiffs and some of the present



Settling Defendants, the United States was paid \$2,208,150 towards some of the Response Costs identified in this Subparagraph.

3. The Response Costs enumerated in Subparagraph D(1) above were incurred by the United States and were not inconsistent with the National Contingency Plan.

4. Settling Defendants further acknowledge that the State claims that the total Response Costs and natural resource damages incurred by it in connection with the Chem-Dyne Site total \$13,683,376.26 composed of the following items:

Ohio E.P.A. Response Costs

Costs to date	\$	1,336,438
Future oversight costs (estimated)		
- Ohio EPA personnel (over twenty years of oversight)		250,000
- GeoTrans contract costs (over fifteen years of oversight)		1,296,524

Ohio Attorney General's Response Costs

Costs to date	689,545
Future oversight costs (estimated) for over twenty years of oversight	110,869

Natural Resource Damages

(excluding Hamilton South well-field contingency costs)	10,000,000
---	------------

5. The Response Costs enumerated in Subparagraph D(4) above were incurred by the State and were consistent with the National Contingency Plan.

6. Settling Defendants and Plaintiffs acknowledge and agree that the payments made pursuant to this Paragraph XI represent a settlement and compromise of a disputed claim and

that the settlements so paid are fair, reasonable and equitable.

XII.

EFFECT OF SETTLEMENT

A. This Consent Decree was negotiated in good faith by the Plaintiffs and Settling Defendants and, subject to the provisions of Paragraph IV.A, the individual Settling Defendants' and Settling Federal Agencies' payments described in Appendix 3 represent a fair, reasonable and equitable apportionment of the total settlement costs.

B. Accordingly, Plaintiffs acknowledge that each and all of the Settling Defendants should not be liable in contribution to any Defendant or other party for matters covered by this Consent Decree and agree that this Consent Decree will be dispositive of each and all of the Settling Defendants' duties and liabilities with respect to any other party against whom a claim is made by the Plaintiffs for matters covered by this Consent Decree. Accordingly, in any action brought by the United States or the State or by any Settling Defendant or the Trustee against any Non-Settling Defendant or against any Settling Defendant which does not make the payments required of it under Paragraph IV.A and XI.C or any other action brought against a responsible party, the Parties hereto agree and this Court hereby finds and concludes that the principles of Section 4 of the Uniform Contribution Among Tortfeasors Act (1955) shall govern, and the Parties

agree to be bound by such principles and to assert and pursue that position in any such proceeding.

C. Each Settling Defendant agrees that with respect to any suit or claim for contribution brought against it for matters covered by this Consent Decree, it will timely notify the Plaintiffs of the institution of such suit or claim.

D. Except as expressly provided in Paragraph XIII or XIV of this Decree, no Defendant to this action may now or hereafter assert or bring any action or claim in this or any other action or proceeding against any Settling Defendant or Premium Settling Defendant arising out of or relating to any matter released in Paragraph XIII or XIV.

### XIII.

#### MUTUAL RELEASE AND COVENANT NOT TO SUE

A. Except as specifically provided hereafter in Subparagraph C, upon compliance by the Settling Defendants with Paragraph XI hereof, Plaintiffs and each Settling Defendant hereby release and covenant not to sue each other as to all common law claims and civil state and federal claims and causes of action under provisions of environmental statutes, regulations, or other environmental laws administered and enforced by USEPA or the State, and claims for natural resource damages by the U.S. Department of the Interior, which have been, or could have been asserted against each other as of the effective date of this Consent Decree, arising out of all

matters which were raised, or could have been raised, relating to or arising from the Chem-Dyne Site, including claims against the Hazardous Substances Response Fund and claims for natural resource damages by the State. This Paragraph XIII shall not be construed as a release or covenant not to sue any Defendant who does not make all payments required by this Consent Decree or any other person or entity not a party to this Consent Decree.

B. In consideration of the payments referred to in Paragraph XI.B herein, the State hereby assumes all responsibility for additional remedial action relating to the City of Hamilton south well field if any such action is ever necessitated by virtue of contaminants from the Chem-Dyne Site, and the State agrees to indemnify and hold harmless the Settling Defendants if any claim cognizable under CERCLA relating to or arising from the Chem-Dyne Site is ever asserted against them with respect to the City of Hamilton south well-field. Nothing in this Subparagraph shall be construed as a release or covenant not to sue by the United States in favor of the Settling Defendants with respect to any such claims.

C. This Mutual Release and Covenant Not to Sue shall not apply to the following:

1. Failure to perform the Work in accordance with law or failure to meet the requirements of this Consent Decree or the Remedial Action Plan; or

2. Liability arising from the off-site disposal of Waste Materials taken from the Chem-Dyne Site; or

3. Complaints, cross-claims, counterclaims, and/or third-party complaints between and among Plaintiffs and/or Settling Defendants in, or arising out of, any private action brought by any person or entity not a party to this litigation; or

4. Any costs incurred by either Plaintiff as a result of the exercise of their response authority under 42 U.S.C. § 9604 due to a release or substantial threat of a release at or from the Chem-Dyne Site as a result of the failure of the Settling Defendants to perform the Work or meet the requirements of Paragraph V or the Remedial Action Plan, whenever the Settling Defendants have failed to so respond after reasonable notice. In the event the Settling Defendants fail to implement the provisions of Paragraph V and the Remedial Action Plan in a timely manner, either Plaintiff may perform such portions of the Work as may be necessary, at the cost of the Settling Defendants, subject to Paragraph IX hereof; or

5. Any damages incurred by either Plaintiff as a result of any release or substantial threat of release of hazardous substances at or from the Chem-Dyne Site which results from failure(s) of the Settling Defendants to perform the Work or meet the requirements of this Consent Decree or the Remedial Action Plan.

6. Nothing herein shall be construed to limit the authority of the United States or the State to undertake any action against any Settling Defendant in response to or to recover the costs of responding to conditions at or from the Chem-Dyne Site which may present an imminent and substantial endangerment to the public health, welfare or the environment if:

- (1) Either (a) previously unknown or undetected conditions at or from the Chem-Dyne Site or (b) other previously unknown facts arise or are discovered after execution by the Parties of this Consent Decree; or
- (2) The conditions are caused by the implementation of the Remedial Action Plan or this Consent Decree.

#### XIV.

##### FULL RELEASE FOR CERTAIN SETTLING DEFENDANTS

Except as otherwise provided in this Paragraph XIV, Plaintiffs, Settling Defendants and those Settling Defendants listed in Appendix 4 ("Premium Settling Defendants") hereby release and covenant not to sue each other as to all common law claims and civil state and federal claims and causes of action under provisions of environmental statutes, regulations, or other environmental laws administered and enforced by USEPA or the State, and claims for natural resource damages by the U.S. Department of the Interior, which have been, or

could have been asserted against each other as of the effective date of this Consent Decree, arising out of all matters which were raised, or could have been raised, relating to or arising from the Chem-Dyne Site, including (i) claims against the Hazardous Substances Response Fund and claims for natural resource damages by the State, and (ii) claims that would be preserved by the provisions of Paragraph XIII(C) herein if Premium Settling Defendants were subject to Paragraph XIII. Notwithstanding any other provisions of this Decree, Premium Settling Defendants shall have no other obligations except as set forth or reserved in this Paragraph XIV. This Paragraph XIV shall not be construed as a release or covenant not to sue any Defendant who does not make all payments required by this Consent Decree or any other person or entity not a party to this Consent Decree.

B. The release and covenant not to sue contained in this Paragraph XIV is given in consideration of a payment by each Premium Settling Defendant of the amount shown for such company in column 9 of Appendix 3. Each such payment represents an amount equal to or greater than the fair share of the respective Premium Settling Defendant for all released matters herein, and no such payment is a fine, penalty or monetary sanction of any kind.

C. The releases and covenants not to sue contained in this Paragraph XIV shall not apply to the following:

1. Any claim or demand for personal injury, property damage or "toxic tort" claims of any kind; or

2. Liability arising from the off-site disposal of Waste Materials taken from the Chem-Dyne Site; provided that this exception shall not apply to Waste Materials from the treatment or reinjection components of the System.

D. In the event it is ever shown that any Premium Settling Defendant is responsible under CERCLA or other laws or regulations referred to in Subparagraph A of this Paragraph for more than 200 drums (or drum equivalents) of Waste Materials ever at the Chem-Dyne Site, the release and covenant not to sue provided in this Paragraph XIV shall be null and void as to such Premium Settling Defendant. In that event, such Premium Settling Defendant shall be subject instead to Paragraph XIII.

E. Upon payment to the Chem-Dyne Site Escrow Account of the amount set forth in column 9 of Appendix 3, each Premium Settling Defendant shall be released from liability with regard to the Chem-Dyne Site subject to and in accordance with the provisions of this Paragraph XIV.

F. Settling Defendants subject to Paragraph XIII(C) hereby assume all liability to Plaintiffs that could at any time be imposed upon any Premium Settling Defendant under Paragraph XIII(C) if such Premium Settling Defendant were subject to Paragraph XIII(C), subject only to the defenses that such Premium Settling Defendant would have.



XV.

NOTICES

Whenever under the terms of this Consent Decree notice is required to be given, a report or other document is required to be forwarded by one party or another, or service of any papers or process is necessitated by the Dispute Resolution provisions of Paragraph X, it shall be directed to the following individuals at the addresses specified below:

As to the United States:

a. Assistant Attorney General  
Land and Natural Resources  
Division  
Department of Justice  
Washington, D.C. 20530  
Ref: DOJ 90-7-1-43

As to the State of Ohio:

a. Attorney General  
State of Ohio  
Attention: Chem-Dyne  
Coordinator  
State Office Building  
17th Floor, 30 East Broad  
Street  
Columbus, Ohio 43215

As to the United States:

b. Director, Waste Management  
Division  
Attn: Chem-Dyne On Scene  
Coordinator  
U.S. Environmental  
Protection Agency  
230 South Dearborn Street  
Chicago, Illinois 60604

As to the State of Ohio:

b. Director, Ohio Environmental  
Protection Agency  
Attn: Chem-Dyne Site  
Coordinator  
361 East Broad Street  
Columbus, Ohio 43215

As to All Settling Defendants:

The Trustees of the  
Chem-Dyne Site Trust Fund.

XVI.

CONSISTENCY WITH  
NATIONAL CONTINGENCY PLAN

The United States and the State agree that the Work, if properly performed as set forth in Paragraph V hereof, is consistent with the provisions of the National Contingency Plan pursuant to 42 U.S.C. § 9605, and, subject to Paragraph XIII, all actions taken or omitted pursuant to the Remedial Action Plan are afforded all protection contained in 42 U.S.C. § 9607(d).

XVII.

RESPONSE AUTHORITY

Nothing in this Consent Decree shall be deemed to limit the response authority of either Plaintiff under 42 U.S.C. 9604, or of the State under Chapters 3704, 3734, 3767 or 6111 of the Ohio Revised Code, or to alter the applicable legal principles governing the judicial review of any action taken by USEPA or OEPA pursuant to that authority.

XVIII.

MODIFICATION

Except as provided for herein, there shall be no modification of this Consent Decree without written approval of all Parties to this Consent Decree.

XIX.

EFFECTIVE AND TERMINATION DATES

A. This Consent Decree shall be effective upon the date of its entry by the Court.

B. When the Settling Defendants believe that the Work has been completed, they shall petition this Court for termination of this Consent Decree, which then shall terminate 180 days thereafter unless either Plaintiff objects within that period of time. Termination shall not affect the provisions of Paragraph XIII or XIV.

XX.

USE OF DECREE

This Consent Decree was negotiated and executed by Plaintiffs and the Settling Defendants in good faith to avoid further expensive and protracted litigation and is a settlement of claims which were vigorously contested, denied and disputed as to validity and amount. The execution of this Consent Decree is not an admission of liability of any issue dealt with in this Consent Decree. Accordingly, it is the intention of the Plaintiffs and Settling Defendants that, with the exception of this proceeding and any other proceeding contemplated by this Consent Decree, and any suit alleging that either Plaintiff has not properly discharged its duties with respect to the Site, this Consent Decree shall not be admissible in any judicial or administrative proceeding (except that

it may be admissible in a judicial or administrative proceeding between a Settling Defendant and its insurance company concerning the obligation of the insurance company to pay the amounts listed in Appendix 3). It is further agreed and ordered that the payments made herein by the Settling Defendants and Settling Federal Agencies are not and do not constitute penalties, fines or monetary sanctions of any kind.

XXI.

RETENTION OF JURISDICTION

A. This Court shall retain jurisdiction of this Consent Decree for purposes of insuring compliance with its terms and conditions.

B. Plaintiffs and the Settling Defendants each retain the right to enforce the terms of this Consent Decree and take any action authorized by Federal or State law not inconsistent with the terms of this Consent Decree to achieve or maintain compliance with the terms and conditions of this Consent Decree or otherwise.

C. In the event it is demonstrated that the monitoring programs provided for herein are not successful in assuring the prompt discovery of and appropriate response to events of non-compliance with performance goals and standards set forth in Paragraph V and in the RAP, Plaintiffs reserve the right to petition this Court for a schedule of penalties applicable to future significant events of non-compliance.

BY THEIR COUNSEL, THE PARTIES ENTER INTO THIS  
CONSENT DECREE AND SUBMIT IT TO THE COURT, THAT IT MAY BE  
APPROVED AND ENTERED.

Approved and So Ordered:



Chief District Judge

CONSENT AND AUTHORIZATION


VELSICOL CHEMICAL CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: John M. Rademacher  
Company: Velsicol Chemical Corp.  
Title: Vice President

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

Rohm and Haas Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
John T. Subak  
Company: Rohm and Haas Company  
Title: Group Vice President and  
General Counsel

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

CIBA-GEIGY Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof,  
subject to the Stipulation Order of Dismissal, entered  
by this Court on February 23, 1984.

By: 

Company: CIBA-GEIGY Corporation

Title: V.P. Lind & Paul Jaramila

Dated: April 27, 1985



CONSENT AND AUTHORIZATION

FMC Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Raymond C. Power  
Company: FMC Corporation  
Title: President

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

Koppers Company, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Mark I. Melnick

Company: Koppers Company, Inc.

Title: Manager, Environmental Programs

Dated: May 16, 1985

CONSENT AND AUTHORIZATION

Allied Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Edward W. Callahan

Company: Allied Corporation

Title: Vice President - Health Safety & Environment

WJCW  
RLJ

Dated: April 23, 1985 1985

CONSENT AND AUTHORIZATION

E.I. du Pont de Nemours and Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

BY: J. C. Berperka

Title: General Director Manufacturing

Dated: May 7, 1985

CONSENT AND AUTHORIZATION

Searle Medical Products U.S.A., Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

*DL Seeley*  
Donald L. Seeley

Title: Treasurer, Searle Medical Products U.S.A., Inc.

Dated: April 23, 1985

USA vs. Chem-Dyne Corporation, et al.;  
State of Ohio vs. Rohm & Haas Co., Inc., et al.;  
Case Numbers C-1-82-940 and C-1-82-962; U. S.  
District Court for the Southern District of Ohio,  
Western Division; Judge Rabin

CONSENT AND AUTHORIZATION

UNION CARBIDE CORPORATION, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Carol L. Dedrick  
Company: UNION CARBIDE CORPORATION  
Title: ATTORNEY

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

SWS Silicones Corporation/Stauffer Chemical Company/

Calbis Chemicals, Inc.

, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

*E. C. Galloway*  
E. C. Galloway,

Title:

Executive Vice President - Technical

Dated: 4/22, 1985

CONSENT AND AUTHORIZATION

Anderson Development Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

FOSTER, SWIFT, COLLINS & COEY, P.C.

By:

Charles E. Barbieri  
Charles E. Barbieri (F31793)

Company: Anderson Development Company  
Title: Attorney for Company

Dated: June 11, 1985



CONSENT AND AUTHORIZATION

Monsanto Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

by:  *PSH*  
Robert G. Potter

Company: Monsanto Company

Title: Group Vice President

Dated: April 25, 1985

CONSENT AND AUTHORIZATION

Shell Oil Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: *R. D. Quinn*

Title: Vice President Manufacturing & Technical

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

M&T Chemicals Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: William H. Brewster  
William H. Brewster

Company: M&T Chemicals Inc.

Title: Vice President and Secretary

Dated: April 23., 1985

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


UNITED STATES OF AMERICA,	}	
	}	
Plaintiff,	}	
	}	
v.	}	
	}	
CHEM-DYNE CORPORATION, et al.,	}	Consolidated Civil Action
	}	Nos. C-1-82-840 and
defendants.	}	C-1-82-962
	}	
STATE OF OHIO ex rel.	}	
CHLERREXIS,	}	Chief Judge Carl S. Rubin
	}	
Plaintiff,	}	
	}	
v.	}	
	}	
ROHM AND HAAS COMPANY, et al.,	}	<u>Consent Decree</u>
	}	
Defendants.	}	

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CONSENT AND AUTHORIZATION

OLIN CORPORATION, by its duly authorized representative,  
hereby consents to this decree and its filing in the United States  
District Court, and agrees to be bound by the terms and conditions  
thereof.

By:

  
\_\_\_\_\_  
W.A. Oppold  
President,  
Industrial Chemicals Group

Dated: April 24, 1985

CONSENT AND AUTHORIZATION

AMERICAN CYANAMID COMPANY, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
A. J. Costello  
Company: American Cyanamid Company  
Title: Executive Vice President

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

Astro Containers, Incorporated, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Albert Paul

Company: Astro Containers, Incorporated

Title: President

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

THE GOODYEAR TIRE & RUBBER COMPANY, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

Attest:

By:



Company: THE GOODYEAR TIRE & RUBBER COMPANY

Title: Vice President

  
Assistant Secretary

Dated: May 15, 1985

*Draft*

CONSENT AND AUTHORIZATION

LUDLOW CORPORATION, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Company: LUDLOW CORPORATION

Title: VICE PRESIDENT & GENERAL COUNSEL

Dated: APRIL 26,, 1985



CONSENT AND AUTHORIZATION

United States Steel Corporation , by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: William W. LaRoche  
Company: United States Steel Corporation  
Group Vice President - Chemicals  
Title: President - USS Chemicals

Dated: April 26 , 1985

CONSENT AND AUTHORIZATION

Dart Industries Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Title: Director, Regulatory Affairs

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

Diamond International Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

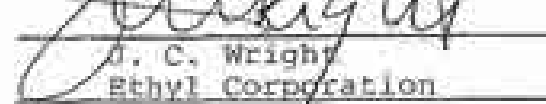
By: 

Company: Diamond International Corporation  
Victor Stronski  
Title: Vice President & General Counsel

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

ETHYL CORPORATION, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
Company: Ethyl Corporation  
Title: Vice President

Dated: 4/29/, 1985

CONSENT AND AUTHORIZATION

CHEM-DYNE CONSENT DECREE

AMF INCORPORATED, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

  
John S. Johnson

Title: Vice President & General Counsel

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

GEORGIA-PACIFIC CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Allan J. Madeau JAP  
Allan J. Madeau

Company: GEORGIA-PACIFIC CORPORATION

Title: Vice President - Northern Pulp & Paper Division

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

Owens Corning Fiberglas, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:



Company:

Owens Corning

Title:

Fiberglas

Dated: 5/13, 1985

CONSENT AND AUTHORIZATION

PPG Industries, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Leticia Carothers

Company: PPG Industries, Inc.

Title: Senior Counsel

Dated: April 29, 1985



CONSENT AND AUTHORIZATION

Merrell Dow Pharmaceuticals Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.



By: \_\_\_\_\_

*Robert F. McLaughlin*

Company: MERRELL DOW PHARMACEUTICALS INC.

Title: General Counsel

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

Mobay Chemical Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

Jack M. Carpman

Name:

Jack M. Carpman

Title:

Vice President

Dated: 4/29, 1985

CONSENT AND AUTHORIZATION

Albany International Corp ., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

ALBANY INTERNATIONAL/CHEMSAMPCO

By: Charles B. Buchanan  
Charles B. Buchanan

Title: Vice President - Secretary

Dated: April 26, 1985, 1985

CONSENT AND AUTHORIZATION

The B.F. Goodrich Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: K. Bart A. DiLullo


Company: The B.F. Goodrich Company

Title: Executive Vice President

Dated: May 6, 1985

CONSENT AND AUTHORIZATION

Air Products and Chemicals, Inc., by its duly authorized representative, hereby consents to the jurisdiction of this Court and to this Decree and its filing in the United States District Court, and agrees to be bound as a "Settling Defendant" by the terms and conditions thereof.

  
By: Robert E. Gadomski


Company: Air Products and Chemicals, Inc.

Title: Vice President and General Manager,  
Manufacturing Division, Chemicals  
Group

Dated: June 10, 1985

CONSENT AND AUTHORIZATION

The Procter & Gamble Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Powell McHenry  
Company: The Procter & Gamble Company  
Title: Senior Vice President-General Counsel

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

OCCIDENTAL CHEMICAL CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Norman Alpert

Title: Vice President - Corporate Environmental Affairs

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

Crown Zellerbach Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

  
\_\_\_\_\_

Title:


Senior Attorney  
\_\_\_\_\_

Dated: April 29, \_\_\_\_\_, 1985



CONSENT AND AUTHORIZATION


The C. W. Zumbiel Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
Company: The C. W. Zumbiel Company  
Title: President

Dated: 5/1, 1985

CONSENT AND AUTHORIZATION

Volkswagen of America, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: Volkswagen of America, Inc.  
Title: General Counsel & Secretary

Dated: April 25, 1985

CONSENT AND AUTHORIZATION

Morton Thiokol, Inc.,  
successor to Thiokol Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Company: Morton Thiokol, Inc.

Title: Group Vice President - Chemicals

Dated: April 23, 1985

CONSENT AND AUTHORIZATION

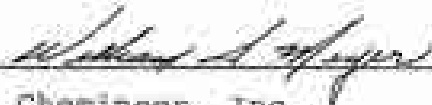
Argus Chemical, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Thomas J. Johnson  
Company: Argus Chemical  
Title: Attorney

Dated: May 28, 1985

CONSENT AND AUTHORIZATION

Chemineer, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: Chemineer, Inc.  
Title: Vice President

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

Northern Engraving Corporation, by its duly authorized representatives,  
Neco Limited Int.

hereby consent to this Decree and its filing in the United States District  
Court, and agrees to be bound by the terms and conditions thereof.

By:   
C. E. Hughes

Company: Northern Engraving Corporation

Title: Vice President - Administration

By:   
C. D. Gelatt

Company: N. E. Co. Limited Int.

Title: Chairman

Date: May 3, 1985

Re: Chem-Dyne

CONSENT AND AUTHORIZATION

Fries & Fries Division of Hallinckrodt, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:




Company: Fries & Fries Div. of Hallinckrodt, Inc.

Title: President and General Manager

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

Borden, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
R.J. Ventres  
Company: Borden, Inc.  
Title: Executive Vice President

HR

Dated: 4/25, 1985



CONSENT AND AUTHORIZATION

NEUTRON PRODUCTS, INC., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

Francis John Kreisa  
FRANCIS JOHN KREISA, ESQ.

Title:

CORPORATE SECRETARY

Dated:

May 7, 1985

CONSENT AND AUTHORIZATION

Hammermill Paper Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Peter G. Yalowitz  
Company: Hammermill Paper Co  
Title: Sr. Vice Pres

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

UNIVERSAL MANUFACTURING CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: 

WILLIAM H. HYATT, JR.  
Pitney, Hardin, Rupp & Szuch  
Attorneys for Universal Manufacturing  
~~Corporation~~ Corporation

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

ESSEX GROUP, INC., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof

By:

Anthony J. Criss

Company:

ESSEX GROUP, INC.

Title:

VICE PRESIDENT - COUNSEL

Dated: APRIL 29, 1985

CONSENT AND AUTHORIZATION

Phillips Petroleum Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: CF Cook

Company: PHILLIPS PETROLEUM COMPANY

Title: Vice President

*at*

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

CUMMINS ENGINE COMPANY, INC., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Company:

P. B. Hamilton  
CUMMINS ENGINE COMPANY, INC.

Title:

Vice President & General Counsel

Dated: May 1, 1985

CONSENT AND AUTHORIZATION

GENERAL ELECTRIC COMPANY, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

  
\_\_\_\_\_  
Roger Strelow

Title:

Vice President - Corporate  
Environmental Programs

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

Bofors Nobel, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Company: Bofors Nobel, Inc.


Title: President

Dated: April 30, 1985



CONSENT AND AUTHORIZATION

American Can Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: American Can Company  
Title: Senior Counsel, Environmental and Energy Law.

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

Sangamo Weston, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Company:

Sangamo Weston, Inc.

Title:

Secretary

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

THE HOLLISTON MILLS, INC., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

Phil F. Carlson

Company:

THE HOLLISTON MILLS, INC.

Title:

Assistant Treasurer

Dated:

April 29, 1985

CONSENT AND AUTHORIZATION

SUN CHEMICAL CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: Sun Chemical Corporation  
Title: Vice President & Secretary

Dated: April 22, 1985

CONSENT AND AUTHORIZATION

Springfield Gravure Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: H. B. Burgeon

Title: Vice President & Secretary

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

The Richardson Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Thomas J. Johnson  
Company: The Richardson Company  
Title: Attorney

Dated: May 28, 1985

CONSENT AND AUTHORIZATION

ALUMINUM COMPANY OF AMERICA, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Russell W. Porter, Jr.


Company: ALUMINUM COMPANY OF AMERICA

Title: MANAGING GENERAL ATTORNEY

Dated: April 25, 1985

CONSENT AND AUTHORIZATION

SALSBURY LABORATORIES, INC., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: SALSBURY LABORATORIES, INC.  
Title: President

Dated: May 3, 1985



CONSENT AND AUTHORIZATION

The Mearl Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Company:

Dominick A. Pinciare  
The Mearl Corporation

Title:

President

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

Compo Industries, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
Company: Compo Industries, Inc.  
Title: Executive Vice President &  
Chief Financial Officer

Dated: April 30, 1985

CONSENT AND AUTHORIZATION


American Roller Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Paul S. Giffen  
Company: American Roller Company  
Title: Treasurer & Assistant Secretary

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

Ford Motor Company, by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By:   
Company: Norman W. Bernstein  
Ford Motor Company  
Title: Associate Counsel


Dated: April 26, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☒ Consent

☐ Do Not Consent

By:   
Company: Norman W. Bernstein  
Ford Motor Company  
Title: Associate Counsel

CONSENT AND AUTHORIZATION


Appleton Papers Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Edwin J. Bush Jr.  
Company: Appleton Papers Inc.  
Title: Sr. Legal Counsel/Assistant Secretary

Dated: May 1, 1985

CONSENT AND AUTHORIZATION

Egyptian Lacquer Manufacturing Co.; by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: Egyptian Lacquer Manufacturing Company  
Title: President

Dated: May 7, 1985

CONSENT AND AUTHORIZATION

AMERICAN GREETINGS CORPORATION by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: AMERICAN GREETINGS CORPORATION  
Title: General Counsel and Secretary

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

WHIRLPOOL CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

WHIRLPOOL CORPORATION

By:

August Brogno

August Brogno  
Vice President,  
Major Appliance Group

Dated: April 29, 1985



CONSENT AND AUTHORIZATION

FORT WAYNE POOLS, INC., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Robin E. Bertsch  
(Robin E. Bertsch)  
Company: Fort Wayne Pools, Inc.  
Title: Vice-President

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

Lord Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: *M. Kwooly*  
Company: Lord Corporation  
Title: Vice President

Dated: April 23, 1985

CONSENT AND AUTHORIZATION

HERCULES INCORPORATED, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Edward Wolper  
Edward Wolper  
Company: Hercules Incorporated  
Title: Counsel

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

Anvil Products, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Company: Anvil Products, Inc.

Title: President

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

LIBERTY SOLVENTS & CHEMICALS CO., INC., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Arthur W. Hargate, Jr.

Company: LIBERTY SOLVENTS & CHEMICALS CO., INC.

Title: SECRETARY / TREASURER  
(ARTHUR W. HARGATE, JR.)

Dated: APRIL 30, 1985

CONSENT AND AUTHORIZATION

CHAMPION INTERNATIONAL CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

Benjamin S. Bilus  
BENJAMIN S. BILUS

Title:

SENIOR ASSOCIATE COUNSEL

Dated: April 19, 1985

CONSENT AND AUTHORIZATION

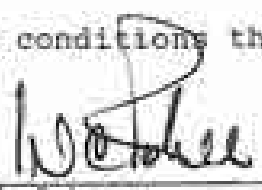
Sprague Electric Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Robert D. Smith  
Company: Sprague Electric Company  
Title: Vice President

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

Gulf Oil Products Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: W. C. Roher  
Gulf Oil Products Company  
Title: Senior Vice President



Dated: April 29, 1985



CONSENT AND AUTHORIZATION

National Distillers and Chemical Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: William F. McDonald  
W. F. McDonald  
Vice President

Company: National Distillers and  
Chemical Corporation including  
the following divisions thereof:  
National Distillers Products Co.,  
U.S. Industrial Chemicals Co., and  
Emery Chemicals (formerly Emery  
Industries)

Date: April 30, 1985

CONSENT AND AUTHORIZATION

Facet Enterprises, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Title: Vice President

Dated: June 4, 1985

CONSENT AND AUTHORIZATION

Diamond Shamrock Chemicals Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



C. E. Stewart

Company:

Diamond Shamrock Chemicals Company

Title:

President

Dated: April 30, 1985

BUY-OUT ELECTION

Diamond Shamrock Chemicals Company, by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: C. E. Stewart

Company: C. E. Stewart  
Diamond Shamrock Chemicals Company

Title: President

Dated: April 30, 1985

CONSENT AND AUTHORIZATION


Witco Chemical Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Thomas J. Johnson  
Company: Witco Chemical Corporation  
Title: Attorney

Dated: May 28, 1985

CONSENT AND AUTHORIZATION

Chemical Solvents, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
Company: CHEMICAL SOLVENTS INC  
Title: VP

Dated: April 24, 1985

CONSENT AND AUTHORIZATION

General Motors Corporation, by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: Leonard O'Quinn  
Company: General Motors Corporation  
Title: Attorney

Dated: April 29, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☒ Consent

☐ Do Not Consent

By: Leonard O'Quinn  
Company: General Motors Corporation  
Title: Attorney

CONSENT AND AUTHORIZATION

DiversiTech General, Inc., a wholly owned subsidiary of GenCorp Inc.,  
formerly The General Tire & Rubber Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.  
DiversiTech General, Inc.

By:

Harry B. Thompson  
Harry B. Thompson

Title: Vice President Manufacturing Services

Dated: May, 1985



ASSET TRANSFER

Pursuant to Section 351 of the Internal Revenue Code of 1954, as amended, GenCorp, Inc. (formerly The General Tire & Rubber Company), an Ohio corporation, having its principal office in Akron, Ohio 44329 ("Transferor"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby transfers, assigns and conveys unto DiversiTech General, Inc. (Transferee), its successors and assigns as of the close of business on November 30, 1984 all of the right, title and interest of Transferor in and to the following assets, rights and properties, real and personal, tangible and intangible as recorded on the books and records of the DiversiTech Division immediately prior to closing as of November 30, 1984.

All real property, together with any improvements and appurtenances thereto, and all fixed assets, furniture, fixtures, machinery, equipment, licenses and other tangible and intangible property, wherever located, used or usable in the operation of the business conducted by the DiversiTech Division of the Transferor and owned by Transferor. Said real property will be conveyed to Transferee by Deeds as of the effective date hereof.

Transferee hereby accepts said assets and, to the extent assignable, assumes and agrees to discharge and perform the liabilities and obligations of Transferor's said business as recorded on the books and records of the DiversiTech Division immediately prior to closing as of November 30, 1984.

Transferor hereby covenants and agrees that it will from time to time, if requested by Transferee, its successors or assigns execute and deliver to Transferee, its successors or assigns such further instruments as may be proper or necessary for transferring and assigning all of the property hereby conveyed.

IN WITNESS WHEREOF, Transferor and Transferee have caused this instrument to be executed by their duly authorized officers this 30<sup>th</sup> day of Nov., 1984.

GenCorp, Inc.

By [Signature]

Vice President

DiversiTech General, Inc.

By [Signature]

Treasurer

KBP

CONSENT AND AUTHORIZATION

NCR CORPORATION, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: C. Marshall Kingwell  
Company: NCR CORPORATION  
Title: Attorney

Dated: April 30, 1985

BUY-OUT ELECTION

NCR CORPORATION, by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: C. Mark & Kingreen

Company: NCR CORPORATION

Title: Attorney

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

ESSEF Corporation \*, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Title: Secretary

Dated: April 30,, 1985

\* Defendant named as Structural Fibers, Inc. Structural Fibers, Inc. underwent a name change in 1981, to ESSEF Industries, Inc. In 1985, the name was changed to ESSEF Corporation.

CONSENT AND AUTHORIZATION

Aurora Casket Company, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Patrick E. Brady  
Company: Aurora Casket Company, Inc.  
Title: Executive Vice President

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

R.R. Donnelley & Sons Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

David C. Hart

Company:

R.R. Donnelley & Sons Co.

Title:

General Counsel

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

Abbott Laboratories, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: *E. C. Jones*

Title: *V.P. Capital Engineering*

Dated: *4/26*, 1985

CONSENT AND AUTHORIZATION

American Standard Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Israel A. Stein *IAS*  
Israel A. Stein

Title: Assistant Secretary  
American Standard Inc.

Dated: May 30, 1985

The foregoing Consent and Authorization replaces and entirely supersedes the Consent and Authorization executed on May 1, 1985 by The Mosler Safe Company, a wholly-owned subsidiary of American Standard Inc.



CONSENT AND AUTHORIZATION

H.S. CROCKER COMPANY, INC., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: [Signature]  
Company: H.S. CROCKER COMPANY INC.  
Title: Exec V.P.

Dated: May 1, 1985

CONSENT AND AUTHORIZATION

McDonnell Douglas Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

~~Company~~:

John T. Sant

Title:

Corporate Vice President  
and General Counsel

Dated: April 25, 1985

CONSENT AND AUTHORIZATION

Rogers Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: A. David Heilemann  
A. David Heilemann

Title: Risk Manager/Sr. Financial Analyst

Dated: May 7, 1985

CONSENT AND AUTHORIZATION

THE TAPPAN COMPANY, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
Robert R. Yeall  
Company: The Tappan Company  
Title: Vice President

Dated: May 8, 1985

CONSENT AND AUTHORIZATION

R. I. VANDERBILT COMPANY, INC., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

G. L. Fiederlein

Title:

G.L. FIEDERLEIN EXECUTIVE VICE PRESIDENT

Dated:

April 29, 1985

CONSENT AND AUTHORIZATION

ATLANTIC RICHFIELD COMPANY, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

  
SAMUEL A. PETERS

Company:

ATLANTIC RICHFIELD COMPANY

Title:

SENIOR COUNSEL

Dated: MAY 3, 1985

BUY-OUT ELECTION

ATLANTIC RICHFIELD COMPANY by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: *Samuel A. Peters*  
SAMUEL A. PETERS

Company: ATLANTIC RICHFIELD COMPANY

Title: SENIOR COUNSEL

Dated: MAY 3, 1985

CONSENT AND AUTHORIZATION

Aydin Corporation d/b/a/ Aydin Rayton, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: 

Robert A. Clancy

Company:

AYDIN CORPORATION

Title:

Secretary & Corporate Counsel

Dated: April 30, 1985



CONSENT AND AUTHORIZATION

Tenneco Resins, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

  
H. R. Bowers

Title:

President

Dated: April 26, 1985

CONSENT AND AUTHORIZATION

Tenneco Resins, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:



H. R. Bowers

Title:

President

Dated:

April 26

, 1985

CONSENT AND AUTHORIZATION

CLARK OIL COMPANY, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Gregory G. Brown

Title: Attorney for Clark Oil Company

Dated: 4-26-85, 1985

CONSENT AND AUTHORIZATION

ITT Telecom Products Corporation\*, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Company: ITT Telecom Products Corporation\*

Title: Assistant Secretary and  
Associate General Counsel

Dated: April 29, 1985

\*and its predecessor in interest, ITT North Electric Company

BUY-OUT ELECTION

ITT Telecom Products Corporation,\*by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: Richard L. Loonson

Company: ITT Telecom Products Corporation\*

Title: Assistant Secretary and  
Associate General Counsel

Dated: April 29, 1985

\*and its predecessor in interest, ITT North Electric Company

CONSENT AND AUTHORIZATION

Halocarbon Products Corp. by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

Gregory Thacker

Title:

Attorney for Halocarbon  
Products Corp.

Dated:

April 30, 1985

CONSENT AND AUTHORIZATION

Vulcan Materials Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

Charles F. Sturgeon

Company:

Vulcan Materials Company

Title:

President, Chemicals Division

Dated: May 7, 1985

CONSENT AND AUTHORIZATION

RHONE-POULENC INC., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court; and  
agrees to be bound by the terms and conditions thereof.

By:

John M. Iatesta  
John M. Iatesta

Title:

Corporate Counsel

Dated: April 25, 1985



CONSENT AND AUTHORIZATION

DOVER CHEMICAL CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.


By: 

Title: Vice-President, General Manager

Dated: April 29, 1985, 1985

CONSENT AND AUTHORIZATION

Siemens-Allis, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: Frederick W. Powers III  
Siemens-Allis, Inc.  
Title: Assistant General Counsel  
& Assistant Secretary

Dated: May 1, 1985

CONSENT AND AUTHORIZATION

Syntex Chemicals, Inc. (formerly  
Arapahoe Chemicals, Inc.), by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Title: PRESIDENT

Dated: 10 MAY, 1985

CONSENT AND AUTHORIZATION

White Pigeon Paper Company, by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: James V. LaMarre  
James V. LaMarre

Company: White Pigeon Paper Company

Title: President

Dated: April 26,, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.



Consent



Do Not Consent

By: James V. LaMarre  
James V. LaMarre

Company: White Pigeon Paper Company

Title: President

CONSENT AND AUTHORIZATION

Athens Products Company, Division of White Consolidated Industries, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: James L. Calhoun  
James L. Calhoun

Title: Vice President  
White Consolidated Industries, Inc.

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

Cytemp Specialty Steel Division of  
Cyclops Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: James F. Will  
James F. Will  
Company: Cyclops Corporation  
Executive Vice President and  
Title: President-Industrial Group

Dated: May 30, 1985

CONSENT AND AUTHORIZATION

Loctite Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Company: Loctite Corporation

Title: Chief Executive Officer

Dated: May 1, 1985

CONSENT AND AUTHORIZATION

Xomox Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Sheila McC. Harvey  
Sheila McC. Harvey\*  
Company: Shaw, Pittman, Potts & Trowbridge  
Title: Outside Counsel


Dated: May 1, 1985

\*authorized April 30, 1985 by  
Thomas D. Hyde, Esquire,  
Assistant General Counsel  
Emerson Electric Company  
(Xomox is a subsidiary of  
Emerson Electric Company)



CONSENT AND AUTHORIZATION

The Standard Oil Company (Ohio), by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
Company: The Standard Oil Company (Ohio)  
Title: Manager - Lubricants Division

Dated: May 3, 1985, 1985

CONSENT AND AUTHORIZATION

Anaquest, a Division of BOC Inc.

(formerly Airco, Inc.), by its duly

authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

Richard H. Leazer  
Richard H. Leazer

Company:

Anaquest, a Division of BOC Inc.

Title:

President

Dated: April 29, 1985

BUY-OUT ELECTION

Anaquest, a Division of BOC Inc.  
(formerly Airco, Inc.) \_\_\_\_\_, by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: \_\_\_\_\_

*Richard H. Lesser*

Richard H. Lesser

Company: \_\_\_\_\_

Anaquest, a Division of BOC Inc.

Title: \_\_\_\_\_

President

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

MICRO-DEVICES, a division of Therm-O-Disc, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Sheila McC. Harvey  
Company: Shaw, Pittman, Potts & Trowbridge  
Title: Outside Counsel

Dated: May 1, 1985

\*authorized April 30, 1985 by  
Thomas D. Hyde, Esquire  
Assistant General Counsel  
Emerson Electric Company  
(Therm-O-Disc, Inc. is a  
subsidiary of Emerson Electric  
Company)

CONSENT AND AUTHORIZATION

International Paper Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: 

Company: International Paper Company

Title: Senior Vice President - Technology

Dated: April 23, 1985

CONSENT AND AUTHORIZATION

The Dow Chemical Company, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: John E. Khibo  
Company: The Dow Chemical Company  
Title: Division Counsel  
Western Division

Dated: April 25, 1985

CONSENT AND AUTHORIZATION

Clogay Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Edward C. Yapp  
Company: Clogay Corporation  
Title: Senior Vice President, Finance

Dated: April 30, 1995

BUY-OUT ELECTION

BROWNING-FERRIS INDUSTRIES  
CHEMICAL SERVICES, INC., by its duly

authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By:

Richard H. Lind

Company:

BROWNING-FERRIS INDUSTRIES  
CHEMICAL SERVICES, INC.

Title:

VICE PRESIDENT

Dated: APRIL 30, 1985



CONSENT AND AUTHORIZATION

Bishopric Inc., its subsidiaries, and affiliates, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:   
Company: Bishopric, Inc.  
Title: Vice President

Dated: April 30, 1985

CONSENT AUTHORIZATION  
and  
BUY-OUT ELECTION

Exxon Research and Engineering Company, by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation. If there is sufficient participation, Exxon Research and Engineering Company consents to the Decree and its filing in the United States District Court and agrees to be bound to the terms and conditions applicable to the Premium Settling Defendants. If there is not sufficient participation, Exxon Research and Engineering Company declines to participate in the Consent Decree.

By: Frank B. Sprow  
Frank B. Sprow


Company: Exxon Research and Engineering Company

Title: Vice President

Dated: April 29, 1985

CONSENT AND AUTHORIZATION

SCM Corporation, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
Company: John S. Dumble  
SCM Corporation  
Title: Vice President

Dated: April 30, 1985

THE DEPARTMENT OF  
SPINNING AND TO FORM

  
ATTORNEY

CONSENT AND AUTHORIZATION

Dismakers, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Company: Dismakers, Inc.

Title: President

Dated: May 2, 1985

APPROVE:

  
DAVID L. ZERNER  
General Counsel  
Dismakers, Inc.

CONSENT AND AUTHORIZATION

Diebold, Incorporated  
818 Mulberry Road, S.E.  
Canton, Ohio 44711

\_\_\_\_\_, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

R. L. A. [Signature]

Company:

Diebold, Incorporated

Title:

Manager of Facilities Planning  
and Environmental Control

Dated: April 25, 1985

BUY-OUT ELECTION

Diebold, Incorporated  
818 Mulberry Road, S.E.  
Canton, Ohio 44711

\_\_\_\_\_, by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: \_\_\_\_\_

*A. L. Rhodes*

Company: \_\_\_\_\_

Diebold, Incorporated

Title: \_\_\_\_\_

Manager of Facilities Planning  
and Environmental Control

Dated: April 23, 1985

CONSENT AND AUTHORIZATION

The Kroger Co., by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Cham-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: George A. Leonard  
Company: The Kroger Co.  
Title: Vice President, General Counsel and Secretary



Dated: April 29, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☐ Consent  
☐ Do Not Consent

By: \_\_\_\_\_  
George A. Leonard  
Company: The Kroger Co.  
Title: Vice President, General Counsel and Secretary

CONSENT AND AUTHORIZATION

MK Laboratories, Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

William J. O'Shaughnessy  
William J. O'Shaughnessy

Title:

Sr. Vice President/Treasurer

Dated: May 24, 1985



CONSENT AND AUTHORIZATION

Republic Corporation, predecessor in interest  
to Consolidated Molded Products, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
Company: REPUBLIC CORPORATION, predecessor in interest  
to CONSOLIDATED MOLDED PRODUCTS, INC.  
Title: Vice President and General Counsel

Dated: May 14, 1985

CONSENT AND AUTHORIZATION

Glyco Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: Thomas B. Davis  
Company: Glyco Inc.  
Title: President

Dated: April 23, 1985

BUY-OUT ELECTION

Glyco Inc., by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: Thomas B. Davis

Company: Glyco Inc.

Title: President

Dated: April 23, 1985

CONSENT AND AUTHORIZATION

RALSTON PURINA COMPANY, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:   
J. A. Fraser  
Company: RALSTON PURINA COMPANY  
Title: Assistant Secretary

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

THE HAMILTON TOOL COMPANY, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: STRAUSS, TROY & RUEHLMANN CO., L.P.A.

Title:

*August Ruhl*  
*Counsel*

Dated: 5-1-, 1985

CONSENT AND AUTHORIZATION

Owens-Illinois, Inc., by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: H. G. Bruss  
Company: H. G. Bruss  
Owens-Illinois, Inc.  
Title: Assistant Secretary

Dated: April 29, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☒ Consent

☐ Do Not Consent

By: H. G. Bruss  
Company: H. G. Bruss  
Owens-Illinois, Inc.  
Title: Assistant Secretary

CONSENT AND AUTHORIZATION

AMERICAN SIGN CO., by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: [Signature]  
Company: AMERICAN SIGN CO.  
Title: VICE-PRESIDENT, FINANCE

Dated: 5-1, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☒ Consent

☐ Do Not Consent

By: [Signature]  
Company: AMERICAN SIGN CO.  
Title: VICE-PRESIDENT, FINANCE

CONSENT AND AUTHORIZATION

A. E. Staley Manufacturing Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: John F. Homan  
John F. Homan  
Company: A. E. Staley Manufacturing Company  
Title: Vice President Industrial Operations

Dated: April 29, 1985



CONSENT AND AUTHORIZATION

National Starch and Chemical Corporation, by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: Ronald M. Sausage

Company: National Starch and Chemical Corporation

Title: Associate Counsel

Dated: April 29, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.



Consent



Do Not Consent

By: Ronald M. Sausage

Company: National Starch and Chemical Corporation

Title: Associate Counsel

CONSENT AND AUTHORIZATION

ENERGY CONVERSION DEVICES, INC., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: James J. Dublett  
Company: ENERGY CONVERSION DEVICES, INC.  
Title: Executive Vice President

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

ALEXANDER-PATTERSON ASSOCIATES, INC., SUCCESSOR TO R.+G. SERVICES, by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: Thomas A. Alexander  
THOMAS A. ALEXANDER  
Company: ALEXANDER-PATTERSON ASSOCIATES, INC.,  
SUCCESSOR TO R.+G. SERVICES  
Title: PRESIDENT

Dated: 4/30, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.



Consent



Do Not Consent

By: Thomas A. Alexander  
THOMAS A. ALEXANDER  
Company: ALEXANDER-PATTERSON ASSOCIATES, INC.,  
SUCCESSOR TO R.+G. SERVICES  
Title: PRESIDENT

CONSENT AND AUTHORIZATION

United Parcel Service, Inc., by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: J. Robert Peterson  
Company: United Parcel Service, Inc.  
Title: Vice President

Dated: April 25, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☒ Consent

☐ Do Not Consent

By: J. Robert Peterson  
Company: United Parcel Service, Inc.  
Title: Vice President

CONSENT AND AUTHORIZATION

DUKE UNIVERSITY, by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: Daniel B. Adcock

Company: DUKE UNIVERSITY

Title: ASSOCIATE UNIVERSITY COUNSEL

Dated: APRIL 30, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☒ Consent

☐ Do Not Consent

By: Daniel B. Adcock

Company: DUKE UNIVERSITY

Title: ASSOCIATE UNIVERSITY COUNSEL

CONSENT AND AUTHORIZATION

Curtin Matheson Scientific, Inc., by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: *R. I. Hamley*

Company: Curtin Matheson Scientific, Inc.

Title: Vice President, Finance & Planning

Dated: May 3, 1985, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.



Consent



Do Not Consent

By: *R. I. Hamley*

Company: Curtin Matheson Scientific, Inc.

Title: Vice President, Finance & Planning

CONSENT AND AUTHORIZATION

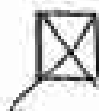
NAPP Systems (USA) Inc., by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: [Signature]  
600 Davenport Bank Bldg., Davenport, Iowa 52801  
Company: NAPP Systems (USA) Inc.  
Title: Attorney for NAPP Systems (USA) Inc.

Dated: April 26, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the Allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.



Consent



Do Not Consent

By: [Signature]  
600 Davenport Bank Bldg., Davenport, Iowa 52801  
Company: NAPP Systems (USA) Inc.  
Title: Attorney for NAPP Systems (USA) Inc.

Of Counsel:

Lane & Waterman  
600 Davenport Bank Bldg.  
Davenport, IA 52801  
(319) 324-3246

CONSENT AND AUTHORIZATION

CBS INC., by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: Charles T. Bates  
Company: CBS INC.  
Title: CHARLES T. BATES, SECRETARY AND ASSOCIATE GENERAL COUNSEL

Dated: APRIL 29, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☒ Consent

☐ Do Not Consent

By: Charles T. Bates  
Company: CBS INC.  
Title: CHARLES T. BATES, SECRETARY AND ASSOCIATE GENERAL COUNSEL



CONSENT AND AUTHORIZATION

Keene Corporation, by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: *Donald A. Miley*  
Company: Keene Corporation  
Title: Vice President and General Counsel

Dated: April 26, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.



Consent



Do Not Consent

By: *Donald A. Miley*  
Company: Keene Corporation  
Title: Vice President and General Counsel

CONSENT AND AUTHORIZATION

Ohio EPA, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Director, Ohio EPA

Title: Director, Ohio EPA

Dated: June 11, 1985

CONSENT AND AUTHORIZATION

ACME UNITED CORPORATION, by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: R. J. Harrison  
Andrew T. Harrison  
Company: Acme United Corporation  
Title: Senior Vice President  
Regulatory Affairs & Quality Assurance

Dated: May 7, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

☐ Consent

☒ Do Not Consent

By: R. J. Harrison  
Andrew T. Harrison  
Company: Acme United Corporation  
Title: Senior Vice President  
Regulatory Affairs & Quality Assurance

CONSENT AND AUTHORIZATION

Haskill Chemical Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: 

Title:

Vice President, Finance

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

Industrial Electronic Rubber Co. by its duly authorized representative, hereby agrees to pay the amount shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree.

By: John W. Clements, Jr. for IER  
Company: Industrial Electronic Rubber Co.  
Title: V. P. Mfg.

Dated: 4/25, 1985

ELECTION

If the Paragraph XIV "buy out" does not become effective because of lack of sufficient participation, this party consents to pay the amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.



Consent



Do Not Consent

By: John W. Clements, Jr. for IER  
Company: Industrial Electronic Rubber Co.  
Title: V. P. Mfg.

USE THIS FORM IF YOU WANT THE 2.5 X BUY OUT

CONSENT AND AUTHORIZATION

Ashland Chemical Company,  
Division of Ashland Oil, Inc., by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

  
G. Benjamin Cowgill

Company:

Ashland Chemical Company, Division of

~~Division~~

Ashland Oil, Inc.

Title:

Litigation Attorney

Dated: 4/30/85, 1985

CONSENT AND AUTHORIZATION

REXARC, INC, by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: J. Smith

Title: President

Dated: 4/29/85, 1985

CONSENT AND AUTHORIZATION

The Christ Hospital, by its duly  
authorized representative, heraby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By:

*John M. Pina*

Title:

President

Dated: April 30, 1985

  
THE CHRIST HOSPITAL



CONSENT AND AUTHORIZATION

Charles F. Kettering Foundation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Title: Vice President and Treasurer

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

CUSTOM COATED (DAYCO), by its duly  
authorized representative, hereby consents to this Decree  
and its filing in the United States District Court, and  
agrees to be bound by the terms and conditions thereof.

By: 

Title: VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

Dated: APRIL 23, 1985

CONSENT AND AUTHORIZATION

INMONT CORPORATION, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Company:

INMONT CORPORATION

Title:

VICE PRESIDENT

Dated: APRIL 25, 1985

BUY-OUT ELECTION

INMONT CORPORATION, by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: 

Company: INMONT CORPORATION

Title: VICE PRESIDENT

Dated: APRIL 25, 1985

CONSENT AND AUTHORIZATION

Southwestern Portland Cement Company, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: Frank R. McGary  
Company: Southwestern Portland Cement Company  
Title: Vice President and Secretary

Dated: April 25, 1985

BUY-OUT ELECTION

Southwestern Portland Cement Company, by its duly authorized representative, hereby agrees to pay the amounts shown in column 9 of the Chem-Dyne allocation under the terms of Paragraph XIV of the Consent Decree. It is understood that this "buy-out" will not become effective if there is not sufficient participation, in which event the above party agrees to pay the lesser amount in column 8 of the allocation and to be bound by Paragraph XIII and the other provisions of the Consent Decree.

By: Frank R. McIsaac

Company: Southwestern Portland Cement Company

Title: Vice President and Secretary

Dated: April 25, 1985

CONSENT AND AUTHORIZATION

VWR Scientific Inc., by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:

  
Steve W. Berman

Title: Attorney for VWR Scientific Inc.

Dated: April 30, 1985

CONSENT AND AUTHORIZATION

Scholle Corporation, by its duly authorized representative, hereby consents to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By:



Company:

Scholle Corporation

Title:

President

Dated: April 24, 1985



CONSENT AND AUTHORIZATION

FRANK ENTERPRISES, Inc., by its duly authorized representative, hereby consents to the jurisdiction of this Court and to this Decree and its filing in the United States District Court, and agrees to be bound by the terms and conditions thereof.

By: J. P. Kelly

Company: FRANK ENTERPRISES, Inc.

Title: PRESIDENT

Dated: 09-16-85, 1985