

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V AND
OHIO ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:

DOVER CHEMICAL CORPORATION,
Davis at West Fifteenth Street
Dover, Ohio 44622

RESPONDENT.

Proceeding under Section 122 (a)
and (d) (3) of the Comprehensive
Environmental Response, Compensa-
tion, and Liability Act of 1980,
as amended and Sections 3734.13,
3734.20 and 6111.03 of the Ohio
Revised Code.

ADMINISTRATIVE ORDER
BY CONSENT RE: REMEDIAL
INVESTIGATION AND
FEASIBILITY STUDY

U.S. EPA Docket No.

V-W- '88-C-121

Ohio Environmental Protection Agency
ENTERED DIRECTOR'S JOURNAL

AUG -3 1988

The United States Environmental Protection Agency ("U.S. EPA"), the Ohio Environmental Protection Agency ("OEPA") and Respondents have each agreed to the making and entry of this Administrative Order by Consent ("Consent Order").

I. JURISDICTION

A. This Consent Order is issued pursuant to the authority vested in the President of the United States by Section 122(a) and (d) (3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of

1986, Pub. L. 99-499 ("CERCLA"), and delegated to the Administrator of the U.S. EPA on January 23, 1987, by Executive Order 12580, 52 Federal Register 2923, and further delegated to the Director, Waste Management Division, U.S. EPA, Region V, by U.S. EPA Delegation No. 14-14-C on September 14, 1987. This Consent Order is also issued pursuant to the authority vested in OEPA by Ohio Revised Code ("ORC") §§3734.13, 3734.20 and 6111.03.

B. Respondent Dover Chemical Corporation (hereafter "Dover" or "Respondent") agrees to undertake all actions required by the terms and conditions hereof and consents to and will not contest or legally challenge the issuance of this Consent Order or the U.S. EPA's or OEPA's jurisdiction regarding this Consent Order.

II. DEFINITIONS

As used in this Consent Order, the following shall be defined terms:

A. "U.S. EPA" shall mean the United States Environmental Protection Agency, its employees, and its authorized representatives.

B. "OEPA" shall mean the Ohio Environmental Protection Agency and its employees and authorized representatives.

C. "Site" shall mean the facility as that term is defined at 42 U.S.C. §9601(9)(A), located at Davis and West Fifteenth Street, Dover, Ohio 44622 and which facility includes an active chemical production plant which is owned and operated by Dover.

- D. "Agencies" means the U.S. EPA and OEPA.
- E. "Parties" shall mean the Respondent and the Agencies.
- F. "Guidance Documents" shall mean technical or scientific national guidance issued by U.S. EPA, not inconsistent with the National Contingency Plan, 40 C.F.R. §300 et seq., as amended ("NCP").
- G. "Effective date" shall mean the date on which Dover receives this Consent Order, signed by the Director of the Waste Management Division, U.S. EPA, Region V and by the Director of OEPA.
- H. "Days" mean calendar days unless otherwise specified, or unless a deadline specified by this order falls on a weekend or federal or state holiday, in which case the deadline shall be extended to the next working day following the weekend or holiday.

III. NOTICE OF ACTION

- A. The U.S. EPA has notified all potentially responsible parties whom it has identified as of the effective date of this Consent Order of this action.
- B. The U.S. EPA has notified the Federal Natural Resource Trustee of this action pursuant to the requirements of Section 122(j) of CERCLA and has notified the State Natural Resource Trustee pursuant to Section 104(b)(2) of CERCLA.

IV. PARTIES BOUND

The provisions of this Consent Order shall apply to and be binding upon the Parties to this action and all officers, directors, principals, agents, successors and assigns. Dover shall be responsible for ensuring that any and all persons, firms, contractors and/or consultants acting in its behalf under its direction to carry out a requirement of this Consent Order comply with the terms of this Consent Order. Each undersigned representative of the Parties to this Consent Order certifies that he or she is fully authorized by the party whom he or she represents to enter into the terms and conditions of this Consent Order and to execute and to legally bind that party to it. No change in ownership, corporate or partnership status shall in any way alter the status or responsibility of the Respondent under this Consent Order.

V. STATEMENT OF PURPOSES

A. In entering into this Consent Order, the mutual objectives of the U.S. EPA, OEPA and the Respondent are for the Respondent: (1) to complete a thorough Remedial Investigation ("RI") to determine fully the nature and extent of the potential threat presented to public health and the environment by any release or threatened release of hazardous substances, pollutants or contaminants from the Site and (2) to revise and complete the existing Feasibility Study ("FS") to identify and evaluate alternatives for the appropriate extent of remedial action that

may be necessary to prevent or mitigate any release or migration of hazardous substances, pollutants or contaminants from the Site.

B. The activities conducted pursuant to this Consent Order shall employ sound scientific, engineering and construction practices and shall be consistent with the NCP, CERCLA and applicable State laws.

VI. FINDINGS OF FACT

Based upon information available on the effective date of this Consent Order, the Director of the Waste Management Division of the U.S. EPA, Region V, and the Director of the OEPA make the following findings.

A. The Site is owned by Dover located at Davis and West Fifteenth Street, Dover, Tuscarawas County, Ohio. The Site is in a light industrial/residential area, and covers approximately seventeen acres. It is situated northeast of and adjacent to Interstate 77. Sugar Creek is approximately 1,000 feet southwest of I-77. Dover operates a chemical manufacturing plant on the Site.

B. The Dover plant in Dover, Ohio is an active facility, producing chlorinated hydrocarbon products related to the manufacture of pressure lubricants, plasticizers and flame

retardants for vinyl products and producing phenyl phosphites. The plant began operation around 1950 and continues operation today. The Site is located in the Sugar Creek Valley drainage basin. Surface drainage in the vicinity of the Site is collected via Goettege Run, a small tributary to Sugar Creek, and Sugar Creek itself. Sugar Creek flows southeasterly to the Tuscarawas River. Many ponds resulting from activities by the state of Ohio or its contractors during the construction of highways in the area border Sugar Creek; one of these ponds is located on Dover property between I-77 and Sugar Creek.

C. The Dover plant uses ground water beneath the Site as cooling water for its production processes. Ground water in this region occurs in the thick sand and gravel glacial deposits of the Sugar Creek Valley. The sand and gravel formation is approximately 240 feet thick near the Site and serves as the primary drinking water source for the region. Sedimentary bedrock underlies the sand and gravel formation and is not a major source of potable ground water.

D. The City of Dover municipal well field is located approximately 1,000 feet north of the Site and draws its water from the sand and gravel formation. This municipal system supplies drinking water to approximately 12,000 people.

E. Wastes containing high levels of chlorinated organics

were disposed of on the Site at some time prior to 1975. Dover removed waste and contaminated soil from the Site in 1981 with the concurrence and under the oversight of U.S. EPA. In 1983, with the agreement of the Agencies, Dover initiated an investigation to determine the extent of soil and ground water contamination. The investigation revealed ground water and soil contamination at the Site by hazardous substances including:

Carbon Tetrachloride	1,2 - dichlorobenzene
Chloroform	1,3 - dichlorobenzene
Chlorobenzene	1,4 - dichlorobenzene
1,2,4 - trichlorobenzene	

F. As part of the investigation, Dover installed ground water monitoring wells on and around the Site between 1983 and 1986 with the concurrence of U.S. EPA. Sampling results from the wells and modeling of ground water flow indicate that contaminated ground water has migrated southward beyond the boundary of the Site.

In addition, the pumping of the City of Dover wells threatens to draw contaminated water from beneath the Site up ground-water gradient to the City of Dover drinking water production wells. The influence of the pumping of the two Dover Chemical cooling water production wells has formed an artificial hydraulic barrier to contaminant migration from the Site to the City of Dover wells. Should Dover stop pumping ground water from its production wells and the City of Dover continue to draw its

water supply from its existing wells, the City of Dover municipal water supply could become contaminated by hazardous substances migrating from the Site.

G. High levels of soil contamination may present a continuing source of ground water contamination through percolation of surface water through highly contaminated soil to the ground water.

H. Until mid 1987, Dover used the pond located on its property for the discharge of noncontact cooling water. This noncontact cooling water, which is ground water previously contaminated with hazardous substances prior to its pumping, has contaminated sediments in the discharge canal. The pond water was discharged to Sugar Creek pursuant to an NPDES permit.

I. Dover has voluntarily conducted several investigations into the contamination problem at the Site with oversight from the Agencies. In 1986, Dover provided a Draft Feasibility Study (FS) to the Agencies for review and comment. The Agencies determined that further work was necessary to fully complete the FS. The Agencies require additional investigation into the nature and extent of contamination and a more thorough analysis of the alternatives for mitigating the contamination. In addition, the FS must be supplemented to comport with the 1986 amendments to CERCLA.

VII. CONCLUSIONS OF LAW

Based upon information available on the effective date of this Consent Order, the Director of the Waste Management Division of the U.S. EPA, Region V, and the Director of OEPA make the following conclusions of law.

A. The Site is a "facility" as defined in Section 101(9) of CERCLA.

B. The Respondent is a "person" as defined in Section 101(21) of CERCLA and Section 3734.01 (G) of the ORC.

C. The Respondent may be a liable person pursuant to Section 107 of CERCLA and is a potentially responsible party for the purposes of Section 122 of CERCLA for the reasons set forth in Article VI of this Consent Order.

D. "Hazardous substances" as defined in Section 101(14) of CERCLA and "hazardous waste" as defined in ORC Section 3734.01(J) and "industrial waste" as defined in Section 6111.01 (C) of the ORC have been deposited, stored, disposed of, placed, or located at the Site.

E. The past, present and potential migration of hazardous substances from the Site constitutes an actual and/or threatened "release" into the "environment" as those terms are defined in CERCLA and are causing or threatening to cause a discharge of industrial waste into "waters of the state" as that term is defined in Section 6111.01 (H) of the ORC and within the meaning of Sections 6111.04.

F. The OEPA Director has determined that a release or disposal of industrial wastes and/or hazardous wastes from the Site constitutes a substantial threat to public health or safety or is causing or contributing to or threatening to cause or contribute to air or water pollution or soil contamination within the meaning of ORC Section 3734.20 (B).

VIII. DETERMINATIONS

Based on the foregoing Findings of Fact and Conclusions of Law, the Director of the Waste Management Division, U.S. EPA, Region V, and the Director of OEPA have determined that:

A. The actions outlined in this Consent Order are necessary to ensure the protection of public health, welfare and the environment.

B. The Respondent will promptly and properly take appropriate response action at the Site by completing a thorough Remedial Investigation and Feasibility Study, together referred to as "RI/FS", as required under this Consent Order, and is qualified to perform the RI/FS; and

C. The actions set forth in this Consent Order are in the public interest and are consistent with the NCP and with CERCLA and applicable State law.

IX. WORK TO BE PERFORMED

A. All work to be performed by the Respondent pursuant to this Consent Order shall be under the direction and supervision

of a Project Coordinator, who shall be a qualified professional engineer, certified geologist or person otherwise qualified to supervise the activities to be performed hereunder.

B. Attachment 1 to this Consent Order provides an RI/FS Work Plan for the completion of the RI/FS. Attachment 1 is incorporated into and made an enforceable part of this Consent Order. In the event of any conflict between any provisions of this Consent Order and the RI/FS Work Plan, this Consent Order shall control in resolving such conflict.

The RI/FS Work Plan contains a detailed description of the RI and FS activities to be performed. These activities include additional sampling of ground water, soils and sediments to determine the nature and full extent of contamination; confirmatory sampling of ground water and on-site soils to provide confirmation of the validity of past sampling results; revision of the existing RI to separate it from the FS and to incorporate new data; performance of laboratory/bench-scale/pilot studies as necessary to complete the detailed evaluation of the remedial alternatives; revision of the existing FS to comply with the provisions of the 1986 CERCLA amendments, to provide a more thorough evaluation of all alternatives for each contaminant source area, and to reorganize the document; and performance of an Endangerment Assessment. The RI/FS Work Plan outlines the plans and reports necessary to complete the RI/FS activities. These plans and reports shall be submitted to the Agencies for

review and comment and resubmitted after revision if necessary, in accordance with the procedures outlined in Article X (Submission, Review and Approval Process) and the schedules outlined in Article XI (Schedules) of this Consent Order and the schedule in the RI/FS Work Plan.

C. The Parties recognize that should the sampling for Hazardous Substance List compounds reveal the presence on the site of heretofore unidentified compounds, additional sampling to characterize the extent of contamination by such compounds may be necessary, and the RI/FS Work Plan and Schedules contained in Article XI shall be amended to describe such additional sampling, and to make any other modifications as may be necessary, including but not limited to adjustment of deadlines to reflect additional work required for completion of the FS.

D. The Respondent shall develop all documents required by this Consent Order in accordance with CERCLA, the NCP and appropriate U.S. EPA Guidance Documents. The following list includes, but is not limited to, Guidance Documents which are appropriate for use in developing the documents required by this Consent Order:

- Guidance For Conducting Remedial Investigations and Feasibility Studies under CERCLA, Draft March 1988.
- Superfund Public Health Evaluation Manual, October 1986.

○ Superfund Exposure Assessment Manual Draft September 22, 1987.

○ Endangerment Assessment Handbook.

○ Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans, QAMS-005-80, U.S. EPA 1980.

E. The Respondent shall provide monthly written progress Reports to the Agencies. At a minimum, these monthly written progress reports shall include the following:

1. A general description of the progress made in completing the RI/FS, expressed as percent completion.
2. A description of difficulties encountered in performing work during the reporting period and of actions taken or being taken to rectify problems.
3. A description of all plans and procedures completed during the past month, as well as such actions, data, and plans which are scheduled for the next month; and
4. Target and actual completion dates for each element of activity, including the project completion, and an explanation of any deviation from the schedules in the applicable Work Plan.
5. Changes in key personnel carrying out the RI/FS Work Plan.

These reports are to be submitted by the tenth day of each month. The first monthly progress report shall be due on the tenth day of the month following the first full month after the effective date of this Consent Order.

F. Prior to initiation of work at the Site, the Respondent

shall notify the Agencies in writing of the names and qualifications of the principal contractors and/or subcontractors to be used in carrying out the work to be performed pursuant to this Consent Order.

X. SUBMISSION, REVIEW, AND APPROVAL PROCESS

With respect to each plan, report or other document ("document") which the Respondent is required to submit to the Agencies for review and approval, the following process shall be followed:

A. The Respondent shall submit a first draft document to U.S. EPA and OEPA for review and comment in accordance with the schedule outlined in Article XI (Schedules) of this Consent Order.

B. U.S. EPA and OEPA shall notify the Respondent in writing within thirty (30) days after receipt of such first draft document of their approval or disapproval of the document or any part thereof. In the event of disapproval, the U.S. EPA and OEPA shall specify any deficiencies and required modifications. In the event that any document requires a longer review period, U.S. EPA and OEPA shall notify the Respondent in writing of that fact within thirty (30) days of receipt of the document.

C. If the Agencies disapprove the first draft document submitted by Respondent, the Respondent shall, subject to Paragraph G of this Article X, submit to the Agencies a revised second draft document which incorporates the modifications

required by U.S. EPA and OEPA by the appropriate deadline set forth in Article XI (Schedules) of this Consent Order.

D. U.S. EPA and OEPA shall notify the Respondent in writing within thirty (30) days after receipt of such revised document of their approval or disapproval of the document. Any disapproval shall specify the deficiencies and modifications necessary for an approvable document. In the event that any document requires a longer review period, U.S. EPA and OEPA shall notify the Respondent in writing of that fact within thirty (30) days of receipt of the document.

E. In the event the Respondent receives a second disapproval from the Agencies and subject to Paragraph G of this Article X, the Respondent shall, in accordance with the schedule outlined in Article XI (Schedules) of this Consent Order, submit to the Agencies a revised third draft document which incorporates the modifications required by U.S. EPA and OEPA.

F. U.S. EPA and OEPA shall notify the Respondent in writing of their approval or disapproval of the third draft document. Any disapproval shall specify the deficiencies and modifications necessary for an approvable document.

G. If the Respondent disputes U.S. EPA's or OEPA's first, second, or third disapproval of a document, and determines to invoke formal dispute resolution procedures with respect to such first, second or third disapproval, the requirements set forth in Paragraphs A through C of Article XXI (Dispute Resolution) shall govern. Within twenty (20) days following receipt of

notification from U.S. EPA and/or OEPA of resolution of the dispute, or in accordance with the applicable schedule in Article XI (Schedules) for submission of the next draft of the document in dispute, whichever is later, the Respondent shall submit a revised document which incorporates all modifications required by U.S. EPA and/or OEPA pursuant to such resolution of the dispute.

H. In the event of 1) a third disapproval of any document required to be submitted hereunder, or 2) if formal dispute resolution procedures set forth in Paragraphs A through C of Article XXI are invoked, and upon Respondent's failure to timely submit a revised document pursuant to Paragraph G above, then the U.S. EPA and OEPA retain the right to modify such document, to perform additional studies, to conduct a complete RI/FS pursuant to their authority under CERCLA and Section 3734.20-3734.28 of the ORC, and to enforce the terms of this Consent Order.

I. Endangerment Assessment. The Respondent shall submit a draft Endangerment Assessment to U.S. EPA and OEPA for review and comment at the same time the first draft Revised RI Report is submitted (see Article XI, Paragraph A.6). The draft Endangerment Assessment shall be subject to the approval, modification and approval or disapproval by the Agencies. In the event of disapproval, the Agencies shall specify any deficiencies or required modifications. Within thirty (30) days of receipt of such disapproval, the Respondent shall submit a revised Endangerment Assessment that incorporates all modifications required by the Agencies. The parties agree to hold informal

discussions during the thirty (30) day revision period, if necessary, to clarify and discuss any issues regarding the Endangerment Assessment. The U.S. EPA's or OEPA's required modifications shall not be subject to dispute resolution under Paragraph G of this Article X or Article XXI (Dispute Resolution) hereunder. The Agencies may elect to prepare the final Endangerment Assessment following review of the Respondent's draft, in which event the Respondent shall not be liable for stipulated penalties hereunder for failure to submit a final approved Endangerment Assessment.

J. All documents approved by U.S. EPA and OEPA pursuant to this Consent Order shall be incorporated into this Consent Order and made an enforceable part hereof.

XI. SCHEDULES

A. Subparagraphs 1 through 10 outline the schedules which the Respondent shall follow for the submissions to the Agencies of the documents required by this Consent Order.

1. RI Sampling and Analysis Plan ("SAP"), which shall include a Field Sampling Plan ("FSP") with appropriate health and safety provisions, Quality Assurance Project Plan ("QAPP"), and Data Management Plan.
 - a. First Draft - On the effective date of the Consent Order.
 - b. Second Draft - Within forty-five (45) days after

- receipt of Agencies' first Notice of Disapproval.
- c. Third Draft - Within twenty (20) days after receipt of Agencies' second Notice of Disapproval.
2. Column Leaching Bench-scale Study Work Plan
- a. First Draft - Within sixty (60) days after receipt by the Agencies of the RI SAP.
- b. Second Draft - Within forty-five (45) days after receipt of Agencies' first Notice of Disapproval.
- c. Third Draft - Within twenty (20) days after receipt of Agencies' second Notice of Disapproval.
3. Column Leaching Bench-scale Study Report(s)
- a. First Draft - Within thirty (30) days after completion of the study.
- b. Second Draft - Within thirty (30) days after receipt of Agencies' first Notice of Disapproval.
- c. Third Draft - Within twenty (20) days after receipt of Agencies' second Notice of Disapproval.
4. Raw Laboratory and Field Data
- Within ten (10) days after Respondent receives the raw analytical data from the laboratory or within seventy-five (75) days after completion of a discrete round of sampling as defined in the Sampling Plan, whichever is sooner. The submission shall include laboratory

quality assurance/quality control information, but will not include the data validation information.

5. Validated Laboratory and Field Data

Within thirty (30) days after receipt by Agencies of the raw laboratory and field data. Submission shall include data validation information for all the raw laboratory and field data as specified in the corresponding QAPP.

6. Revised RI Report

- a. First Draft-Within ninety (90) days after receipt by the Agencies of the validated laboratory data for the last round of field sampling.
- b. Second Draft-Within forty-five (45) days after the receipt of Agencies first Notice of Disapproval.
- c. Third Draft - Within twenty (20) days after receipt of Agencies' second Notice of Disapproval.

7. FS - Through the Initial Screening Stage and Alternatives Array Document

- a. First Draft - Within one hundred and twenty (120) days after receipt by the Agencies of the validated laboratory data from the last round of sampling.
- b. Second Draft - Within forty-five (45) days after

- receipt of Agencies' first Notice of Disapproval.
- c. Third Draft - Within twenty (20) days after receipt of Agencies' second Notice of Disapproval.
8. Other Laboratory/Bench-scale/Pilot Study Work Plan(s)
- a. First Draft - Within sixty (60) days after receipt of Agencies' approval to conduct study(s).
- b. Second Draft - Within forty-five (45) days after receipt of Agencies' first Notice of Disapproval.
- c. Third Draft - Within twenty (20) days after receipt of Agencies' second Notice of Disapproval.
9. Other Laboratory/Bench-scale/Pilot Study Report(s)
- a. First Draft - Within thirty (30) days after completion of the study(s).
- b. Second Draft - Within thirty (30) days after receipt of Agencies' first Notice of Disapproval.
- c. Third Draft - Within twenty (20) days after receipt of Agencies' second Notice of Disapproval.
10. FS - Detailed Evaluation and Draft Report
- a. First Draft - Within ninety (90) days after receipt of final ARARs from Agencies, ninety (90) days after receipt of results of laboratory/bench-scale/pilot studies, forty-five (45) days after the approval of the RI and endangerment

assessment, or forty-five (45) days after the approval of the FS initial screening and alternatives development sections, whichever is later.

- b. Second Draft - Within forty-five (45) days after receipt of Agencies' first Notice of Disapproval.
- c. Third Draft - Within twenty (20) days after receipt of Agencies' second Notice of Disapproval.

B. Schedule for Implementation

All work plans and sampling plans shall be implemented immediately after receipt of Agencies' approvals and shall be completed within seven (7) days of the completion date specified in the approved schedule within each separate work plan or sampling plan.

XII. ADDRESS FOR ALL CORRESPONDENCE

Documents, including reports, approvals, disapprovals and other correspondence to be submitted pursuant to this Consent Order shall be sent by certified mail or express delivery service to the following addresses, or to such other addresses as the Respondent, the OEPA or the U.S. EPA may hereafter designate in writing:

- A. Documents to be submitted to the U.S. EPA Project Coordinator should be sent to:

Emergency and Remedial Response Branch (5HE-12)
Waste Management Division

U.S. Environmental Protection Agency
Region V
230 South Dearborn Street
Chicago, Illinois 60604
Attn: Therese G. Gioia, MN/OH, CES
Dover Chemical RPM

B. Documents to be submitted to the OEPA Project
Coordinator should be sent to:

Ohio Environmental Protection Agency
Division of Solid and Hazardous Waste Management
Southeast Division Office
2195 Front Street
Logan, Ohio 43138

Attn: Brian Blair
Dover Chemical Project Coordinator

with an additional copy to =

Ohio Environmental Protection Agency
Corrective Action Section
Division of Solid and Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43266-0149

C. Documents to be submitted to the Respondent should be
sent to:

1. David L. Rankin
Manager, Government Regulation
Dover Chemical Corporation
Davis at West 15th Street
P.O. Box 40
Dover, Ohio 44622
2. Walter M. Leis, P.G.
Vice President
Geosciences Department
Roy F. Weston, Inc.
Weston Way
West Chester, PA 19380

3. Jeffrey L. Stanfield, Esq.
Cutler & Stanfield
Suite 1000
1850 M Street, N.W.
Washington, D.C. 20036

XIII. ADDITIONAL WORK

A. In the event that the U.S. EPA or OEPA, or the Respondent determines that additional work, including remedial investigatory work and/or engineering evaluation, is necessary to accomplish the objectives of the RI/FS, notification of such additional work shall be provided to each of the other Parties. The Parties recognize that should the sampling for Hazardous Substance List compounds reveal the presence on the Site of heretofore unidentified compounds, additional work to characterize the extent of contamination from such compounds may be necessary.

B. Any additional work determined to be necessary by the Respondent shall be subject to approval by the U.S. EPA and OEPA.

C. Any additional work determined to be necessary by the Respondent and approved by U.S. EPA and OEPA, or determined to be necessary by the U.S. EPA and OEPA, shall be completed by the Respondent in accordance with the standards, specifications, and any necessary new or revised work schedules determined or approved by the U.S. EPA and OEPA, which shall be attached to and

incorporated into this Consent Order and made an enforceable part thereof.

D. In the event of any disagreement about the need for or the conduct of additional work, the Parties agree to follow the procedures in Article XXI (Dispute Resolution).

XIV. COMPLIANCE WITH APPLICABLE LAWS

All work undertaken by the Respondent pursuant to this Consent Order shall be performed in compliance with all applicable Federal and State laws and regulations, including all Occupational Health and Safety Administration and Department of Transportation regulations. The Respondent shall be responsible for obtaining all State or local permits which are necessary for the performance of any work hereunder. The applicable work plan may be modified by mutual agreement of the Parties to account for the lack of such permits. The U.S. EPA and OEPA reserve the right to terminate this Consent Order in the event the Respondent is unable to obtain such permits.

XV. ACCESS

A. To the extent that the Site or other areas where work is to be performed hereunder are presently owned by persons other than those bound by this Consent Order, the Respondent shall use every reasonable method to obtain access agreements from the present owners within thirty (30) days of the effective date of

this Order. Such agreements shall provide access for the U.S. EPA, OEPA and authorized representatives of the U.S. EPA and OEPA, as specified below. In the event that such access agreements are not obtained within the time referenced above, the Respondent shall so notify the U.S. EPA and OEPA in writing. The U.S. EPA and OEPA reserve the right to terminate this Consent Order should the Respondent's inability to gain access to the Site or other areas materially affect the Respondent's ability to perform the work required herein.

B. The U.S. EPA and OEPA and/or their authorized representatives shall be allowed access to the Site and other areas by the Respondent and as part of any agreement obtained under paragraph A above for purposes including, but not limited to, inspecting records, operating logs and contracts related to the Site; reviewing the progress of the Respondent in carrying out the terms of this Consent Order; conducting such tests, inspections, and sampling as the U.S. EPA and OEPA may deem necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data submitted to the U.S. EPA and OEPA by the Respondent hereunder. The Respondent shall permit such authorized representatives upon reasonable notice to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to implementation of this Consent Order, subject to Paragraph C of Article XVII of this Consent Order. All persons

with access to the Site pursuant to this Consent Order shall comply with their respective health and safety plans.

C. Nothing herein shall be construed as restricting the inspection or access authority of the U.S. EPA or OEPA under any law or regulation.

XVI. PROJECT COORDINATORS

A. On or before the effective date of this Consent Order, the U.S. EPA, the OEPA and the Respondent shall each designate a Project Coordinator and his or her designated alternate. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. The U.S. EPA Project Coordinator will be the U.S. EPA authorized representative at the Site. The OEPA Project Coordinator will be the OEPA's authorized representative at the Site. To the maximum extent possible, communications between the Respondent, the OEPA and U.S. EPA, and all documents, reports, approvals and other correspondence concerning the activities performed pursuant to the terms and conditions of this Consent Order, shall be directed through the Project Coordinators. During implementation of the RI/FS Work Plan, the Project Coordinators shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussions of the issues. The Parties agree to meet for discussion, briefings, and progress reports at critical points outlined in the RI/FS Work Plan, and at other

times as necessary. It is the intent of the Parties to conduct the work described in this Consent Order without major disruption of Dover Chemical's ongoing operation, unless such disruption is unavoidable for the completion of a satisfactory RI/FS.

B. The U.S. EPA, OEPA and the Respondent shall each have the right to change their respective Project Coordinators. Such a change shall be accomplished by notifying the other parties in writing within ten (10) days following the change.

C. The U.S. EPA Project Coordinator shall have the authority vested in an On-Scene Coordinator (OSC) and a Remedial Project Manager (RPM) by the NCP. The U.S. EPA and OEPA Project Coordinators shall have at least the authority to: (1) take samples or direct the type, quantity and location of samples to be taken by the Respondent; (2) direct that work stop whenever they determine that activities at the Site may create a present danger to public health or welfare or the environment and direct any response action undertaken by the U.S. EPA when conditions at the Site may present an imminent and substantial endangerment to the public health or welfare or the environment; (3) observe, take photographs and make such other reports on the progress of the work as the Project Coordinator deems appropriate; and (4) review records, files and documents relevant to the Consent Order, subject to applicable privileges under law which are asserted and adequately substantiated by the Respondent.

D. The absence of the U.S. EPA, or OEPA Project Coordinators from the Site shall not be cause for stoppage of work.

E. The Project Coordinator for Respondent, or his designee shall be onsite during all hours of site work and shall be on call during the pendency of the RI/FS.

XVII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. The Respondent shall make the results including raw data, of all sampling and/or tests or other data generated by the Respondent or on behalf of the Respondent pursuant to implementation of this Consent Order, available to the U.S. EPA and OEPA, and shall submit these data as required by Article XI of this Consent Order. The Agencies shall make available to the Respondent the results of sampling and/or tests or other data similarly generated by the U.S. EPA and OEPA.

B. At the request of any Party, any other Party conducting sampling shall provide split or duplicate samples collected during the implementation of this Consent Order, subject to sufficiency of the media being sampled. The Party performing sampling shall notify the other parties at least ten (10) days in advance of any sample collection activity unless circumstances at the Site make such notice impossible.

C. The Respondent may assert a confidentiality claim, if appropriate, under 40 CFR §2.203(b) and/or OAC Rule 3745-49-03, covering part or all of the information (except for analytical data) requested under this Consent Order and provided to the Agencies. Such an assertion shall be adequately substantiated when the assertion is made. Information determined to be confidential by U.S. EPA consistent with the requirements of Section 104(e)(7) of CERCLA will be afforded the protection specified in 40 CFR Part 2, Subpart B. Information determined to be confidential by OEPA will be afforded the protection specified in Ohio Rule 3745-49-03. If no such claim accompanies the information when it is submitted to U.S. EPA or OEPA, it may be made available to the public by U.S. EPA or OEPA without further notice to the Respondent.

XVIII. QUALITY ASSURANCE

A. The Respondent shall use quality assurance, quality control, and chain of custody procedures in accordance with U.S. EPA "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" QAMS-005-80 (U.S. EPA, 1980), throughout all data collection activities.

B. The Respondent shall consult with the U.S. EPA and OEPA Project Coordinators in planning for, and prior to all sampling and analysis as detailed in the RI/FS Work Plan and any

subsequent work plans. In order to provide quality assurance and maintain quality control with respect to all samples collected pursuant to this Consent Order, the Respondent shall:

1. Ensure that the U.S. EPA and OEPA personnel and/or the U.S. EPA and OEPA authorized representatives are allowed access at all reasonable times to any laboratories and personnel utilized by the Respondent for analyses;
2. Ensure that all sampling and analyses are performed according to U.S. EPA methods or other methods deemed satisfactory by the U.S. EPA; and
3. Ensure that any laboratories utilized by the Respondent for analyses except for laboratories utilized for field screening participate in a U.S. EPA quality assurance/quality control program equivalent to that which is followed by the U.S. EPA, and which is consistent with U.S. EPA document QAMS-005-80. As part of a program and upon request by U.S. EPA, such laboratories shall perform analyses of samples provided by the U.S. EPA or OEPA to demonstrate the quality of analytical data for each such laboratory.

XIX. FORCE MAJEURE

A. The Respondent shall cause all work to be performed within the time limits set forth herein, unless performance is delayed by events which constitute a force majeure. For purposes of this Consent Order, a "force majeure" is an event beyond the control of the Respondent (including, but not limited to, Acts of

God, delays caused by U.S. EPA, OEPA, U.S. EPA's contractors, or the Agency for Toxic Substances and Disease Registry) which could not be overcome by due diligence, and which delays performance of any obligations required by this Consent Order. Increases of costs shall not be considered circumstances beyond the control of the Respondent.

B. The Respondent shall notify the U.S. EPA and OEPA in writing no later than ten (10) days after the beginning of a delay caused by an event which the Respondent contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Respondent to minimize the delay, and a timetable by which these measures will be implemented. The Respondent shall have the burden of demonstrating that the event is a force majeure. Failure of the Respondent to comply with the notice requirements of this paragraph shall constitute a waiver of its rights under this Article as to the specified force majeure event.

C. If the U.S. EPA and OEPA agree that a delay is attributable to a force majeure, the time period for performance under this Consent Order shall be extended for the time period attributable to the event constituting the force majeure. The U.S. EPA and OEPA shall provide the Respondent with a written decision concerning the assertion of force majeure within twenty-

one (21) days of receiving notification from the Respondent pursuant to Paragraph B above.

XX. STIPULATED PENALTIES

A. Schedule Violations

Unless excused under Article XIX (Force Majeure) hereof, Respondent shall be subject to stipulated penalties in the amounts outlined in Subparagraph 2 of this Paragraph A for the Consent Order violations specified in Subparagraph 1 below.

1. Violations:

- a. Respondent's failure to submit any document specified in Article XI(A) in accordance with the schedules outlined in Article XI(A)(1) - (10).
- b. Respondent's failure to complete the implementation of work as prescribed in this Consent Order and the approved Sampling and Work Plans by the deadline set forth in Article XI(B).
- c. Respondent's failure to meet the deadlines for submission of a first draft and revised Endangerment Assessment as set forth in Article X(I).
- d. Respondent's failure to submit a revised document following the formal Dispute Resolution process in accordance with the deadlines specified in Article X.

2. Penalty Amounts - Stipulated penalties shall accrue from the day the subject schedule is violated until the day the subject document is received by the Agencies or the subject work is completed, at the rates specified below:

- a. Five Hundred Dollars (\$500) for the first ten-day period or portion thereof following the schedule deadline;
- b. One Thousand Dollars (\$1,000) for the second ten-day period or portion thereof following the schedule deadline; and
- c. Two Thousand Dollars (\$2,000) for the third ten-day period or portion thereof following the schedule deadline, and for each ten-day period or portion thereof, thereafter.

B. Failure to Submit Approvable Document Violations

The Respondent shall be liable for stipulated penalties in the amounts set forth below for its failure to submit an approvable document that is required by this Consent Order. Stipulated penalties shall commence to accrue upon Respondent's receipt from the Agencies of a third Notice of Disapproval of any such document and shall continue until the date of receipt by the Agencies of an approvable document from Respondent or until the date of the Agencies' unilateral modification and approval of a draft previously submitted by Respondent. If Respondent disputes

the third Notice of Disapproval pursuant to Article XXI (Dispute Resolution) of this Consent Order, stipulated penalties shall accrue during the time period of the dispute resolution process, except that accrual of stipulated penalties shall be suspended during any period of time in excess of the 30-day period set forth in paragraph C of Article XXI (Dispute Resolution) incurred by the Agencies to reach a decision on the dispute and issue a written statement thereof to Respondent. If the dispute is resolved in the Respondent's favor, no stipulated penalties shall be assessed. The stipulated penalties payable hereunder shall be in the amount of Two Thousand Dollars (\$2,000) for each ten-day period or portion thereof following Respondent's receipt of a third Notice of Disapproval.

C. Monthly Report Schedule Violations

The Respondent shall be liable for stipulated penalties for failure to submit any monthly progress report in accordance with the schedule in Article IX(E) (Work To Be Performed). The penalty amount shall be Two Hundred Fifty Dollars (\$250) for each ten (10) day period or portion thereof following the deadline for submittal set forth in Paragraph IX(E). U.S. EPA and OEPA shall forgive stipulated penalties for the first violation of the monthly report deadline.

D. Payment Instructions

Any stipulated penalties accruing pursuant to this Consent

Order shall be payable within thirty (30) days after Respondent's receipt of written demand by U.S. EPA, shall be paid by certified or cashier's check made payable to the Hazardous Substances Response Trust Fund, and shall be remitted to:

U.S. EPA
Superfund Accounting
P.O. Box 371003M
Pittsburgh, Pennsylvania 15251

ATTN: Superfund Collection Office

Copies of the transmittal of payment shall be sent to the Office of Regional Counsel, SWER Branch Secretary, U.S. EPA, Region V, 230 South Dearborn Street, Chicago, Illinois 60604 and to the Dover Remedial Project Manager.

E. Other Remedies

The payment of stipulated penalties demanded pursuant to this Article does not preclude U.S. EPA or OEPA from pursuing any other remedies or sanctions which may be available to them by reason of Respondent's failure to comply with any of the requirements of this Consent Order, nor shall payment of said penalties relieve Respondent of the responsibility to comply with this Consent Order.

XXI. DISPUTE RESOLUTION

A. The Parties shall use their best efforts to in good faith resolve differences of opinion informally. If, however, disputes arise concerning this Consent Order which the Parties are unable to resolve informally, the Respondent shall present a

written notice of such dispute to the U.S. EPA and OEPA within ten (10) days of receipt of a Notice of Disapproval from the Agencies or within ten (10) days of Respondent's knowledge of such a dispute concerning any issue under this Consent Order. The written notice of dispute shall set forth specific points of dispute, the position of the Respondent and the technical basis therefor, and any actions which the Respondent considers necessary. If the Respondent does not so notify U.S. EPA and OEPA within the period of time prescribed herein, the Respondent shall be deemed to agree with the position of U.S. EPA and OEPA.

B. Within fourteen (14) days of receipt of such a written notice, the U.S. EPA and OEPA shall provide a written response to the Respondent setting forth their position and the basis therefor. During the fourteen (14) days following receipt of the Agencies' response, the U.S. EPA, OEPA and the Respondent shall attempt to negotiate in good faith a resolution of their differences.

C. Within thirty (30) days following the expiration of the time periods described in Paragraph B above, if the U.S. EPA and OEPA concur with the position of the Respondent, the Respondent shall be so notified in writing and this Consent Order may be modified to include any necessary extensions of time or variances of work. If the U.S. EPA and OEPA do not concur with the position of the Respondent, the U.S. EPA and OEPA shall resolve

the dispute, consistent with the terms of this Consent Order, and shall provide a written statement of their decision and the reasons therefor to the Respondent. Such decision shall be made after review by the appropriate personnel in the Agencies.

D. The pendency of dispute resolution set forth in this Article shall not affect the time period for completion of work and/or obligations to be performed under this Consent Order, except that upon mutual agreement of the U.S. EPA, OEPA, and the Respondent, any time period may be extended not to exceed the actual time taken to resolve the dispute. Elements of work and/or obligations not affected by the dispute shall be completed in accordance with the schedules contained in this Consent Order and in the applicable approved Work Plan.

E. Upon resolution of any dispute, whether informally or using the procedures in this Article, any additions or modifications required as a result of such dispute resolution shall be incorporated immediately, if necessary, into the appropriate plan or procedure and into this Consent Order. The Respondent shall proceed with all remaining work according to the modified plan or procedure.

XXII. COMMUNITY RELATIONS AND PUBLIC COMMENT

The Respondent shall cooperate with the U.S. EPA and OEPA in providing RI/FS information to the public. As requested by the

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U.S. EPA or OEPA, the Respondent shall participate in the preparation of all appropriate information disseminated to the public and in public meetings which may be held or sponsored by the U.S. EPA or OEPA to explain activities at or concerning the Site, including the findings of the RI/FS. The U.S. EPA and OEPA will give the Respondent notice of and the opportunity to participate in any public meetings which may be held or sponsored by U.S. EPA or OEPA concerning the Site. It is the Parties' intent that the public shall have an opportunity for review and comment on the RI/FS pursuant to U.S. EPA's community relations policy.

XXIII. RECORD PRESERVATION

The Parties shall preserve, during the pendency of this Consent Order, and for a minimum of nine (9) years after termination of this Consent Order, all records and documents in their possession, or known to be in the possession of their respective employees, agents, accountants, contractors or attorneys, which relate in any way to the Site. The Respondent shall preserve such records and documents for a longer period of time if necessary as specified in a written request by the U.S. EPA and OEPA. Upon reasonable notice by the U.S. EPA or OEPA, the Respondent shall make available to the U.S. EPA or OEPA such records, or copies of any such records.

XXIV. CERCLA FUNDING

A. The Respondent waives any claims or demands for compensation or payment under Sections 106(b)(2), 111 and 112 of CERCLA against the United States or the Hazardous Substance Response Trust Fund established by Section 221 of CERCLA for or arising out of any activity performed or expenses incurred pursuant to this Consent Order.

B. This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

XXV. DEED NOTICE, LAND USE AND CONVEYANCE OF TITLE

A. The Respondent shall assure that no portion of the Site will be used in any manner which would adversely affect the integrity of any monitoring system installed or operated pursuant to this Consent Order. The Respondent shall assure that no conveyance of title, easement or other interest in any portion of the Site shall be consummated without provision for continued operation and maintenance of any monitoring system installed and/or operated pursuant to this Consent Order. The Respondent shall notify U.S. EPA and OEPA by registered mail at least ninety (90) days prior to any conveyance or an intent to convey any interest in land which is known to comprise the Site and of the provision made for continued maintenance of the system.

XXVI. RESERVATION OF RIGHTS

A. The U.S. EPA and OEPA reserve all rights and defenses that they may have pursuant to any available legal authority.

B. Nothing herein shall waive the right of the U.S. EPA or OEPA to enforce this Consent Order, to take action pursuant to Sections 104, 106(a) and 107 of CERCLA or to take any other action pursuant to applicable Federal or State law. The U.S. EPA and OEPA reserve the right to take any enforcement action pursuant to CERCLA and/or any available legal authority, including the right to seek injunctive relief, monetary penalties, and punitive damages except as provided in Article XXXII (Covenant Not to Sue). In addition, the U.S. EPA reserves the right to undertake any Remedial Investigation/Feasibility Study work, and/or any removal, remedial and/or response actions relating to the Site, and to seek recovery from the Respondent for any costs incurred in undertaking such actions, except as provided in Article XXXII (Covenant Not to Sue).

C. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the Parties may have against any person, firm, partnership or corporation not a party to this Consent Order for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances,

hazardous wastes, contaminants, or pollutants at, to or from the Site. The parties to this Consent Order expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this Consent Order, and as to each other for matters not covered hereby.

D. Nothing herein shall be construed to release the Respondent from any liability for failure of the Respondent to perform the RI/FS in accordance with the RI/FS Work Plan or any subsequent work plan incorporated herein. The Parties further expressly recognize that this Consent Order and the successful completion and approval of the RI/FS do not represent satisfaction, waiver, release, or covenant not to sue, of any claim of the United States or the State of Ohio against the Respondent relating to the Site (including but not limited to claims to require Respondent to undertake further response actions and claims to seek reimbursement of past and future response costs pursuant to Section 107 of CERCLA), except as provided in Article XXX (Termination and Satisfaction), Article XXVII (Reimbursement of Costs) and Article XXXII (Covenant Not to Sue).

E. Nothing herein is intended to be a release or settlement of any claim for personal injury or property damage by any person whether or not a party to this Consent Order.

XXVII. REIMBURSEMENT OF COSTS

A. OEPA and U.S. EPA have incurred oversight and response costs in connection with the Site of \$5956.08 and \$45,724.15 respectively for the period from January 1, 1985 through February 16, 1988. Within thirty (30) days of the effective date of this Consent Order, Respondent shall remit a check to OEPA for the full amount of \$5956.08. Within thirty days of the effective date of this Consent Order, Respondent shall remit a check to U.S. EPA in the amount of \$15,241.38. On December 31, 1988, Respondent shall remit a check to the U.S. EPA in the amount of \$15,241.38 and on April 30, 1989, Respondent shall remit a check to U.S. EPA for the balance of these response costs.

B. At the end of each calendar year the U.S. EPA and OEPA shall submit an accounting to the Respondent of all oversight costs incurred by the U.S. EPA and OEPA with respect to this Consent Order during the previous calendar year including, but not limited to, the costs incurred by the U.S. EPA in having a qualified person oversee the conduct of the RI/FS work pursuant to Section 104(a) of CERCLA. Within thirty (30) days of receipt of each such tabulation, the Respondent shall remit a check to the U.S. EPA and/or OEPA for the full amount of their respective costs.

C. Payment to the U.S. EPA for response and oversight

costs incurred by the U.S. EPA shall be made to the order of the Hazardous Substance Response Trust Fund and forwarded to the U.S. EPA, Superfund Accounting, P.O. Box 371003M, Pittsburgh, Pennsylvania 15251, Attn: Superfund Collection Office. Copies of all transmittal documents accompanying all payments to the U.S. EPA shall be provided, at the time of such payments, to the U.S. EPA Project Coordinator and to: U.S. EPA, Region V, SWER Branch, Attention: Ms. Isalee Coleman, Office of Regional Counsel, 5CS-TUB-3, 230 South Dearborn Street, Chicago, Illinois 60604.

D. Payment to the OEPA for response and oversight costs incurred by the OEPA shall be payable to "Treasurer, State of Ohio," and forwarded to: Counsel for the Director of the Ohio Environmental Protection Agency, Hazardous Materials Cleanup Account, P.O. Box 1049, Columbus, Ohio 43266-0149. Written notice of each payment to the State of Ohio shall be provided to the OEPA Project Coordinator at the time of such payment.

E. The U.S. EPA and OEPA reserve the right to bring an action against the Respondent for recovery of any past and future costs incurred by the United States or the State of Ohio in connection with any response activities conducted or to be conducted at the Site other than those response activities 1) for which reimbursement has been made to the Agencies pursuant to this Article or 2) response activities completed pursuant to

this Consent Order to the satisfaction and approval of the U.S. EPA and OEPA. The U.S. EPA and OEPA shall not seek reimbursement for costs incurred prior to the effective date of this Consent Order except for those costs payable pursuant to this Article XXVII so long as Respondent is performing the RI/FS in accordance with the terms of the Consent Order.

XXVIII. INDEMNIFICATION

A. The Respondent agrees to indemnify, save and hold harmless, the United States Government and the State of Ohio, their agencies, departments, agents, and employees, from any and all claims or causes of action arising from, or on account of, acts or omissions of the Respondent, its officers, employees, receivers, trustees, agents, or assigns, in carrying out activities pursuant to this Consent Order.

B. Neither the U.S. EPA nor OEPA is a party to any contract involving the Respondent at the Site.

XXIX. SUBSEQUENT AMENDMENT

A. The provisions of this Consent Order may be amended by mutual agreement of the U.S. EPA, OEPA and the Respondent.

B. Any amendment of this Consent Order under this Article shall be in writing, signed by the U.S. EPA and OEPA and the Respondent, and shall have as the effective date that date on

which such amendment is signed by the U.S. EPA, following signature by the Respondent and OEPA. Minor modifications may be made by mutual agreement of the Project Coordinators. Such minor modifications shall be memorialized in an exchange of letters by the Project Coordinators.

XXX. TERMINATION AND SATISFACTION

With the exception of Article XXII (Record Preservation), Article XXIV (CERCLA Funding), Article XXV (Reservation of Rights), Article XXVI(D) (Reimbursement of Costs) and Article XXVII (Indemnification), this Consent Order shall be deemed satisfied upon receipt by the Respondent of written notice from the Agencies that the Respondent has demonstrated that all of the terms of this Consent Order, including any additional work, modifications and amendments, have been completed in accordance with the terms hereof, to the satisfaction of the U.S. EPA and OEPA. Upon such demonstration by the Respondent, said written notice shall not be unreasonably withheld or delayed.

XXXI. NO ADMISSIONS

Except for Article I B, nothing in this Consent Order, including the Work Plan attached hereto, as Attachment 1, is intended by the Parties to be, nor shall it be, an admission of facts or law, an estoppel or a waiver of defenses by Respondent for any purpose or an acknowledgement by Respondent of any liability whatsoever. It is further agreed that the payments

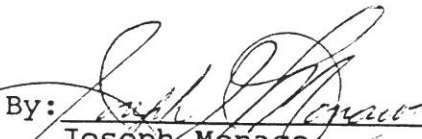
referred to in Article XXVII and the costs of implementing the work herein do not constitute a fine or penalty of any kind.

XXXII. COVENANT NOT TO SUE

U.S. EPA and OEPA covenant not to sue or bring any civil, judicial or administrative enforcement action against the Respondent or any of its officers, directors, principals, agents, successors or assigns to undertake or undertake themselves any RI/FS work as set forth herein with respect to conditions at the Site so long as the Respondent is satisfactorily performing or has satisfactorily performed the RI/FS in accordance with the terms of this Consent Order.


IT IS SO AGREED:

DOVER CHEMICAL CORPORATION


By: 
Joseph Monaco
Vice President and General Manager

Date: July 19, 1988

IT IS SO ORDERED AND AGREED:


Basil G. Constantelos, Director
Waste Management Division
U.S. Environmental Protection Agency
Region V

Date: August 24, 1988


Richard L. Shank
Director
Ohio Environmental Protection Agency

Date: August 3, 1988

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