

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

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CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
AKRON

STATE OF OHIO, ex rel.  
BETTY D. MONTGOMERY  
ATTORNEY GENERAL OF OHIO,

CASE NO.  
JUDGE

Plaintiff,

5:02CV 1297

v.

AK STEEL CORPORATION, et al.

Defendants.

JUDGE POLSTER  
MAG. JUDGE LIMBERT

CONSENT DECREE

Plaintiff, State of Ohio, on relation of Betty D. Montgomery, Attorney General of Ohio, having filed the Complaint in this action against Defendants for reimbursement of response costs incurred by the State pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. § 9601 *et seq.* ("CERCLA") and Ohio Revised Code ("R.C.") Chapters 3734 and 3745.

NOW, THEREFORE, without trial and upon the consent of the parties hereto, and without admission of any fact, violation, or liability by the parties hereto, it is hereby **ORDERED, ADJUDGED and DECREED** as follows:

DEFINITIONS

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

A. "Consent Decree" means this Decree.

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- B. **“Defendants”** means AK Steel Corporation, Aristech Chemical Corporation; Columbia Gas of Pennsylvania, Inc.; Coopers Creek Chemical Corporation; Honeywell International Inc.; Kaiser Ventures, Inc.; Koppers Industries, Inc.; Lone Star Steel Company; North Star Steel Company; Premier Refractories, Inc.; Reilly Industries, Inc.; Roanoke Gas; Shenango, Inc.; Sloss Industries Corporation; Republic; USX Corporation and Weirton Steel Corporation.
- C. **“Hazardous substance”** shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
- D. **“National Contingency Plan”** shall be used as that term is used in Section 105 of CERCLA, 42 U.S.C. § 9605.
- E. **“Ohio EPA”** means the Ohio Environmental Protection Agency and its designated representatives.
- F. **“Wooster Site”** shall mean, solely for the purposes of this Consent Decree, the 7-7 Merger, Inc. facility located at 607 Freeland Road, Wooster, Wayne County, Ohio.
- G. **“Cleveland Site”** shall mean, solely for the purposes of this Consent Decree, the 7-7 Merger, Inc. facility located at 3201 Independence Road, Cleveland, Ohio.
- H. **“Response Costs”** means all direct and indirect costs incurred by the State related to the response and remedial actions conducted at the Sites by

Defendants, other PRPs, U.S. EPA, and Ohio EPA, including, but not limited to, payroll costs, contractor costs, travel costs, oversight costs, laboratory costs, costs of reviewing or developing plans, reports or other items, and costs of the Ohio Attorney General's Office in representing Ohio EPA in this action.

- I. "State" means the State of Ohio by and through its Attorney General on behalf of the Ohio Environmental Protection Agency.
- J. "U.S. EPA" means the United States Environmental Protection Agency.

### BACKGROUND

2. 7-7 Merger, Inc. was an industrial service and hazardous waste transportation company with sites located at 607 Frelander Road, Wooster, Ohio, and 3201 Independence Road, Cleveland, Ohio. 7-7 Merger, Inc. ceased operations at its Cleveland Site in November 1997 and ceased operations nationwide in March 1998.

3. During 1998 and 1999, Ohio EPA conducted an investigation related to hazardous waste activity at the Cleveland and Wooster Sites, including sampling and inventorying containers located at the Wooster Site. These containers (roll-off boxes) originally came from 7-7's Cleveland Site and contained wastes generated during 7-7's coal tar recycling process. The results of Ohio EPA's sampling demonstrated that the waste was hazardous waste.

4. Plaintiff State of Ohio has incurred costs in addressing releases or the threat of releases of hazardous substances at and from the Wooster and Cleveland Sites.

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

#### **JURISDICTION**

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

#### **PARTIES BOUND**

7. This Consent Decree applies to and is binding upon Defendants, their successors in interest, assigns, receivers, officers, agents, servants, and employees. The undersigned representative of each party to this Consent Decree certifies that he or she is fully authorized by the party or parties whom she or he represents to enter into the terms and conditions of the Consent Decree and to execute and legally bind that party to it.

#### **CALCULATION OF TIME**

8. Unless otherwise stated in this Consent Decree, where this Decree requires actions to be taken within a specified period of time (e.g., "within thirty (30) days"), this time period shall begin the day after the entry of this Consent Decree. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday or State of

Ohio or federal holiday, the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday.

### **REIMBURSEMENT**

9. No later than thirty (30) calendar days after entry of this Consent Decree, Defendants shall pay to the State, Thirteen Thousand Dollars (\$13,000.00) in reimbursement for past Response Costs incurred by the State through the date of the entry of this Consent Decree.

10. The payment made pursuant to Paragraph 9 above shall be made in the form of a certified or cashier's check payable to "treasurer, State of Ohio" and sent to the Fiscal Officer, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Vicki Galiei, or her successor. Defendants shall send a copy of the transmittal letter and copy of the check to: the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Patricia Campbell or her successor, to the Ohio EPA site coordinator, and the Assistant Attorney General representing the State in this case.

### **COVENANT NOT TO SUE**

11. In consideration of the payment made by Defendants pursuant to Paragraph 9 above, the State covenants not to sue Defendants, their successors in interest, assigns, receivers, officers, agents, servants, or employees for any Response Costs related to the Cleveland and/or Wooster Sites which were incurred by the State prior to the entry of this Consent Decree.

12. Except as expressly provided in Paragraph 11 above, the State reserves all rights it may have to seek any other relief from Defendants, or any other person or entity, including but not limited to the following:

- A. sanctions for violation of this Consent Decree;
- B. if the payment required by Paragraph 9 is not made, cost recovery for past Response Costs;
- C. reimbursement of any future costs; these future costs may include, but are not limited to, oversight costs, the State's 10% matching share of the cost for any U.S. EPA remedial action, the State's costs for operation and maintenance, and the costs of any actions taken by the State to address contamination at the Cleveland and/or Wooster Sites;
- D. injunctive relief under state or federal law;
- E. civil and criminal sanctions for violations of law;
- F. liability arising from hazardous substances removed from the Cleveland and/or Wooster Sites;
- G. administrative orders; and
- H. judicial relief pursuant to Section 121(e)(2), 121(f), or 310 of CERCLA, 42 U.S.C. §§9621(e)(2), and 9659, or any other provision of federal or state law in the event the State becomes dissatisfied with the remediation.
- I. relief for natural resource damages.

Except as set forth in Paragraph 13, Defendants reserve all defenses they may have to any of the State's claims described in this paragraph.

13. In any subsequent administrative or judicial proceeding initiated by the State for injunctive relief, recovery of response costs not paid as required by Paragraph 9, or other appropriate relief relating to the Wooster and/or Cleveland Sites, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata,

collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this paragraph affects the enforceability of the covenant not to sue set forth in Paragraph 11.

14. Nothing in this Consent Decree shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against any person, firm, trust, joint venture, partnership, corporation or other entity not a signatory to this Consent Decree for any liability it may have arising out of or relating to the Cleveland and/or Wooster Sites, including but not limited to, liability for any Response Costs unreimbursed by this Consent Decree.

#### **CONTRIBUTION PROTECTION**

15. This Consent Decree provides Defendants with contribution protection as provided in Section 113(f) of the Superfund Amendments and Reauthorization Act of 1986.

#### **ENTRY OF CONSENT DECREE**

16. Pursuant to Federal Rules of Civil Procedure 58 and 79, the Clerk of Courts is hereby directed to enter this judgment into the civil docket of the Court.

#### **RETENTION OF JURISDICTION**

17. The Court retains jurisdiction over this action for the purpose of enforcing the Consent Decree or providing other appropriate relief in this action.

**COSTS**

18. Defendants shall pay the costs of this action.

Entered this 10<sup>th</sup> day of July, 2002.




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**U.S. DISTRICT JUDGE**

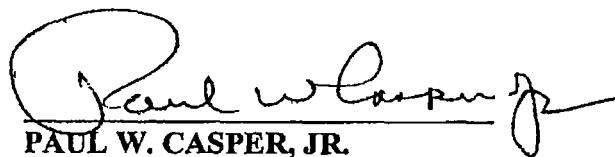


The parties whose signature appear below and on the attached signature pages hereby consent to the terms of this Consent Decree.

**BETTY D. MONTGOMERY**  
**ATTORNEY GENERAL OF OHIO**

  
**PETER M. SIMCIC JR. (0066382)**  
**TIMOTHY KERN (0034629)**  
Assistant Attorneys General  
Environmental Enforcement Section  
30 East Broad Street, 25<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: (614) 466-2766  
Fax: (614) 644-1926  
E-mail: [psimcic@ag.state.oh.us](mailto:psimcic@ag.state.oh.us)

Trial Attorneys for Plaintiff State of Ohio

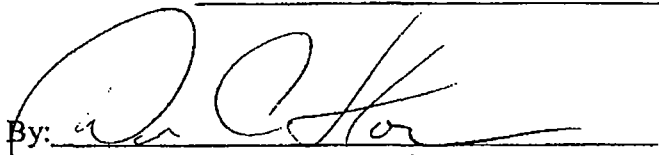
  
**PAUL W. CASPER, JR.**  
Frost Brown Todd LLC  
2200 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202

Attorney for Defendants AK Steel, et al.

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

AK Steel Corporation  
Name of Defendant (Print or Type)

Address: 703 Curtis Street  
Middletown, OH 45043

By:   
Signature of Representative

David C. Horn, Esq.  
Name of Representative (Print or Type)

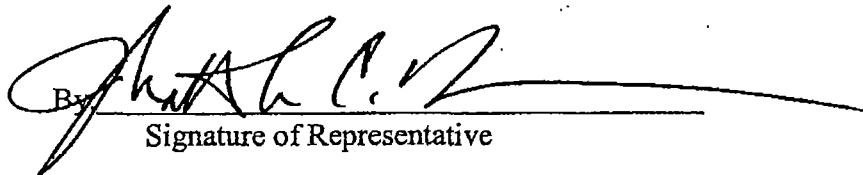
Vice-President, General Counsel  
Title

January 15, 2002  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

ARISTECH CHEMICAL CORPORATION  
Name of Defendant (Print or Type)

Address: 1801 Market Street  
Philadelphia, PA 19103-1699

By   
Signature of Representative

MATHEW C. CAIRONE  
Name of Representative (Print or Type)

AUTHORIZED REPRESENTATIVE  
Title

2/16/02  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Columbia Gas of Pennsylvania, Inc.  
Name of Defendant (Print or Type)

Address: 650 Washington Road  
Pittsburgh, PA 15228  
\_\_\_\_\_

By: Kenneth W. Christman  
Signature of Representative

Kenneth W. Christman  
Name of Representative (Print or Type)

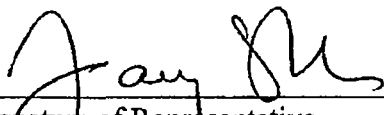
General Counsel  
Title

February 5, 2002  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Coopers Creek Chemical Corporation  
Name of Defendant (Print or Type)

Address: 884 River Road  
West Conshohocken, PA 19428-2699

By:   
Signature of Representative  
Larry Silver  
Duane Morris LLP  
One Liberty Place  
Philadelphia, PA 19103-7396  
Name of Representative (Print or Type)

Counsel to  
Coopers Creek Chemical Corporation  
\_\_\_\_\_  
Title

July 13, 2002  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Honeywell International Inc.  
Name of Defendant (Print or Type)

Address: 101 Columbia Road  
Morristown, NJ 07962

By: Robert J. Ford  
Signature of Representative

Robert J. Ford  
Name of Representative (Print or Type)

Director-Remediation and Evaluation Services  
Title

1/24/02  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

KAISER VENTURES LLC  
Name of Defendant (Print or Type)

Address: 3633 E. Inland Empire Blvd., Suite 850

Ontario, CA 91764

By: *Anthony Silva*  
Signature of Representative

Anthony Silva  
Name of Representative (Print or Type)


V.P. Resource Development & Environmental Services  
Title

February 1, 2002  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Koppers Industries, Inc.  
Name of Defendant (Print or Type)

Address: 436 Seventh Avenue, 15th Floor  
Pittsburgh, PA 15219

By:   
Signature of Representative

Donald E. Davis  
Name of Representative (Print or Type)

Vice President, Chief Financial Officer  
Title

February 5, 2002  
Date



The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Lone Star Steel Company  
Name of Defendant (Print or Type)

Address: James T. Wilson, Jr.  
Lone Star Steel Company  
P.O. Box 1000  
6866 U.S. Highway 259 South  
Lone Star, TX 75668

By:   
Signature of Representative

James T. Wilson, Jr.  
Name of Representative (Print or Type)

Vice President, Human Resources & Environmental  
Title

1-21-02  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

NORTH STAR STEEL COMPANY  
Name of Defendant (Print or Type)

Address: 15407 W. McGinty Road  
Wayzata, MN  
55391

By: LaRaye M. Osborne  
Signature of Representative

LaRaye M. Osborne  
Name of Representative (Print or Type)

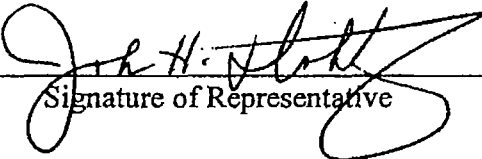
Senior Attorney  
Title

Date January 27, 2002

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Premier Refractories, Inc.  
Name of Defendant (Print or Type)

Address: c/o Cookson America  
One Cookson Place  
Providence, RI 02903

By:   
Signature of Representative

Jack H. Doherty  
Name of Representative (Print or Type)

Assistant Treasurer  
Title

February 8, 2002  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

REILLY INDUSTRIES, INC.

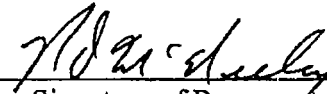
Name of Defendant (Print or Type)

Address: 300 N. Meridian Street

Suite 1500

Indianapolis, IN 46204

By:



Signature of Representative

Robert D. McNeeley

Name of Representative (Print or Type)

President/CEO

Title

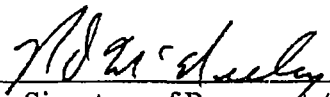
January 16, 2002

Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

REILLY INDUSTRIES, INC.  
Name of Defendant (Print or Type)

Address: 300 N. Meridian Street  
Suite 1500  
Indianapolis, IN 46204

By:   
Signature of Representative

Robert D. McNeeley  
Name of Representative (Print or Type)

President/CEO  
Title

January 16, 2002  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Roanoke Gas Company  
Name of Defendant (Print or Type)

Address: P.O. Box 13007  
Roanoke, Va. 24030

By: Arthur L. Pendleton  
Signature of Representative

Arthur L. Pendleton  
Name of Representative (Print or Type)

President and C.o.o.  
Title

February 4, 2002  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

SHENANGO INCORPORATED  
Name of Defendant (Print or Type)

Address: 200 NEVILLE ROAD  
NEVILLE ISLAND, PA 15225

By: James S. Birsic  
Signature of Representative

JAMES S. BIRSIC  
Name of Representative (Print or Type)

VICE PRESIDENT - HEALTH, SAFETY, ENVIRONMENT & LAW  
Title

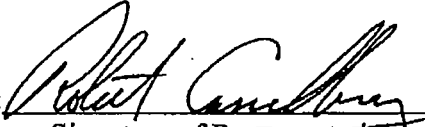
JANUARY 16, 2002  
Date

The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

United States Steel Corporation  
Name of Defendant (Print or Type)

Address: 600 Grant Street, Room 1500

Pittsburgh, PA 15219-2800

By:   
Signature of Representative

Robert F. Casselberry  
Name of Representative (Print or Type)

Attorney  
Title

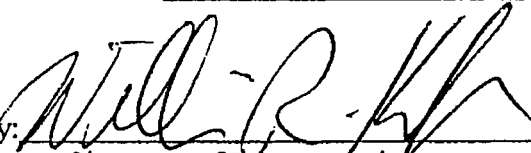
January 31, 2002  
Date



The undersigned Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Weirton Steel Corporation  
\_\_\_\_\_  
Name of Defendant (Print or Type)

Address: 400 Three Springs Drive  
\_\_\_\_\_  
Weirton, West Virginia 26062  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Signature of Representative

William R. Kiefer  
\_\_\_\_\_  
Name of Representative (Print or Type)

General Counsel & Secretary  
\_\_\_\_\_  
Title

1/29/02  
\_\_\_\_\_  
Date