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LUCAS COUNTY

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IN THE COURT OF COMMON PLEAS  
LUCAS COUNTY, OHIO  
CAROL R. TRYKOWSKI  
CLERK OF COURTS

STATE OF OHIO, ex rel.	)	CASE NO. 85-3290
ANTHONY J. CELEBREZZE, JR.,	)	
ATTORNEY GENERAL OF OHIO,	)	JUDGE ROBERT G. CHRISTIANSEN
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
<del>AMERICAN MOTORS</del> CORPORATION,	)	<u>REVISED CONSENT JUDGMENT</u>
and	)	
JEEP CORPORATION,	)	
	)	
Defendants.	)	

**WHEREAS**, Plaintiff, the State of Ohio has filed a Complaint under Chapter 3704 and 6111 of the Ohio Revised Code, (hereinafter "O.R.C."), to enforce Ohio's laws concerning air and water pollution; and

**WHEREAS**, Defendant Jeep Corporation, a wholly-owned subsidiary of Defendant American Motors Corporation, owns and operates the Toledo Jeep Parkway Plant located at 1000 Jeep Parkway, Toledo, Ohio (the "Plant"); and

**WHEREAS**, the Plant is engaged in the assembly of light duty trucks and currently includes as part of its facilities a boilerhouse including eight (8) coal-fired boilers designated B001 through B008 and a gas/oil-fired boiler designated B011; and

**WHEREAS**, the Plant generates as part of its normal production activities certain industrial wastewaters which

are discharged to the City of Toledo sewerage system; and

**WHEREAS**, Plaintiff alleges that the Plant is in violation of Ohio law and regulation relating to the emission of air contaminants from said boilerhouse, permits to install and/or operate for certain boilers, and the discharge of certain wastewater effluent to the City of Toledo sewerage system; and

**WHEREAS**, Plaintiff and Defendants by their respective attorneys and/or their respective authorized representatives consented to the entry of the initial Consent Judgment on November 20, 1985;

**WHEREAS**, circumstances have changed so that Plaintiffs and Defendants desire to modify the initial Consent Decree;

**WHEREAS**, Plaintiff and Defendants by their respective attorneys and/or their authorized representatives have consented to the entry of this Revised Consent Judgment and agreed that this Revised Consent Judgment supersedes in its entirety that Consent Judgment filed on November 20, 1985.

Therefore, before the taking of any testimony, or the receipt of any evidence, without the admission by Defendants of the allegations in the Complaint, upon the pleadings and without the making of any findings of fact or law other than those set forth herein and upon the consent of the parties hereto, it is hereby ordered, adjudged and decreed as follows:

I.

The Court has jurisdiction over the parties and the subject matter of this action. The Complaint states a claim upon which relief can be granted against Defendants under Sections 3704.05, 3704.06, 6111.07 and 6111.09 O.R.C.

II.

The provisions of this Revised Consent Judgment supersede entirely those provisions contained in the Consent Judgment filed on November 20, 1985 and shall apply to and be binding on the parties to this action. The provisions of this Revised Consent Judgment, shall further apply to American Motors Corporation's and Jeep Corporation's agents, servants, employees, assigns and successors in interest. In addition, the provisions of this Revised Consent Judgment, shall apply to all persons, corporations, and other entities having notice of this Revised Consent Judgment who are or will be acting in concert and privity with the Defendants or their officers, directors, agents, servants, employees, successors, and assigns.

III.

The Complaint filed in this matter alleges that Defen-

dants have violated Sections 3704.05 (A) and (H), O.R.C., O.A.C. 3745-35-02, 3745-31-02, and O.A.C. 3745-17-10 by operating the boilers located at the Plant without having obtained Permits to Operate for any of those boilers or obtained Permits to Install for certain of those boilers and by emitting particulate matter in excess of the emission limitation established in O.A.C. 3745-17-10. The Complaint further alleges that Defendants have violated Section 6111.07 (A), O.R.C., O.A.C. 3745-3-11 and O.A.C. 3745-3-12 by failing to bring its discharges of process wastewater to the City of Toledo sewerage system into compliance with pretreatment regulations by November 1, 1984. Defendants deny all of the above allegations, and deny that they are liable for the relief sought by Plaintiff in the Complaint. Prior to the referral of the matters addressed in the initial Consent Judgment to the Office of the Attorney General of State of Ohio, Defendants had already committed voluntarily to repair and/or replace the boilers and to construct a pretreatment facility at the Plant. Prior to the entry of this Revised Consent Judgment and the accompanying revisions to Section VII, Defendants had installed multiclones and committed to installing sidestream separators at Boilers B001 and B002 in satisfaction of former subparagraphs (A) through (D) of that Section VII. Defendants have determined, however, that the installation of multiclones and sidestream separators at Boilers B001 and B002 may not satisfy federal compliance

testing requirements. Plaintiff has agreed to accommodate this concern through the revisions contained in this Revised Consent Judgment. Plaintiff and Defendants have agreed that resolution of this matter without further litigation is in the public interest and that the entry of the initial Consent Judgment and this Revised Consent Judgment is the most appropriate means of resolving this matter. Compliance with the terms of this Revised Consent Judgment shall be in full satisfaction of Defendants' liability for these alleged violations of law.

Nothing in this Revised Consent Judgment shall be construed to limit the authority of the State of Ohio to seek relief for any violation of law not alleged in the complaint.

#### IV.

It is ordered that the Defendants, American Motors Corporation and Jeep Corporation are enjoined to bring the discharges of process wastewater from the Plant to the City of Toledo's sewerage system into compliance with the pretreatment requirements now set forth in O.A.C. 3745-3-11 and O.A.C. 3745-3-12 by December 31, 1986.

#### V.

It is ordered that the Defendants shall complete

the following specified acts, as part of the construction and installation of certain facilities and equipment previously approved by Ohio EPA, on or before the dates indicated in order to ensure that the discharges of process wastewater to the City of Toledo sewerage system comply with the pretreatment requirements as now set forth in O.A.C. 3745-3-11 and O.A.C. 3745-3-12:

- |   |                   |
|---|-------------------|
| (A) Begin Site Preparation                        | Completed         |
| (B) Complete Site Preparation                     | Completed         |
| (C) Begin Building Construction                   | Completed         |
| (D) Complete Building Construction                | Completed         |
| (E) Begin Construction of<br>Collection System    | Completed         |
| (F) Begin Equipment Installation                  | Completed         |
| (G) Complete Construction of<br>Collection System | November 30, 1986 |
| (H) Complete Equipment Installation               | November 30, 1986 |

(I) Attain Final Compliance  
with O.A.C. 3745-3-11 and  
3745-3-12

December 31, 1986

VI.

The Defendants are enjoined to bring the boilers B001 through B008 and the gas-oiled fired boiler B011 at the Plant into compliance with the requirements now set forth in O.A.C. 3745-17-10, 3745-31-02 and 3745-35-02 no later than April 30, 1988.

VII.

It is ordered that the Defendants shall complete the following specified acts on or before the dates set forth below in order to ensure that the two boilers B001 and B002 comply with the requirements of O.A.C. 3745-17-10 no later than April 30, 1986.

(A) Temporarily cease operation  
of the boilers beginning April 30,  
1986 until satisfaction of  
subparagraph (C)

Completed

- (B) Initiate construction modifying Boilers B001 and B002 to gas/No. 2 fuel oil firing August 15, 1986
- (C) Complete construction modifying Boilers B001 and B002 to gas/No. 2 fuel oil firing and permanently cease coal-firing January 31, 1987
- (D) Achieve and demonstrate compliance with the maximum allowable particulate emissions of 0.020 pounds per million Btu of actual heat input which is contained in O.A.C. 3745-17-10 and a sulfur dioxide emission rate of 0.52 pounds per million Btu and submit a comprehensive permit to operate application for gas/No. 2 fuel oil firing February 15, 1987



VIII.

Defendants achieved compliance with the requirements of O.A.C. 3745-17- 10 for two coal-fired boilers B007 and B008 by permanently ceasing operation of these boilers on or before April 30, 1986.

IX.

Defendants shall ensure that the two coal-fired boilers B003 and B004 are in compliance with the requirements of O.A.C. 3745-17-10 no later than April 30, 1988 by ceasing operation of these boilers.

X.

Defendants reserve the right to install control equipment on boilers B003 and B004 and to seek to obtain permits to operate for these boilers. After Defendants have demonstrated that B003 and B004 are in compliance with O.A.C. 3745-17-10 and have obtained permits to operate these boilers, the provisions of Paragraph IX above shall not apply.

XI.

Defendants shall ensure that the two coal-fired boilers

B005 and B006 are in compliance with the requirements of O.A.C. 3745-17-10 no later than April 30, 1988 by permanently ceasing operation of these boilers.

XII.

Defendants are hereby enjoined to install new coal-fired boilers which employ best available control technology, i.e., baghouses, as replacements for sources B005, B006, B007 and B008. Such boilers shall be installed in accordance with the following schedules:

(A) The new coal-fired boiler (to be source B013) to be installed by Defendants to replace B005 and B006 shall be installed in accordance with the following schedule:

- (1) Submit final control plan  
and a comprehensive permit to install application June 1, 1986
- (2) Award contracts for the new coal-fired boiler November 28, 1986
- (3) Initiate on-site construction of the new coal-fired boiler August 1, 1987

- (4) Complete on-site construction of the new coal-fired boiler October 31, 1988
- (5) Achieve and demonstrate (by means of emission tests conducted pursuant to O.A.C. 3745-17-03) final compliance with O.A.C. 3745-17-10 January 31, 1989
- (6) Submit the results of the emission tests and a comprehensive permit to operate application February 15, 1989

(B) The new coal-fired boiler (to be source B012) to be installed by Defendants to replace B007 and B008 shall be installed in accordance with the following schedule:

- (1) Submit final control plan Completed
- (2) Award contracts for the new coal-fired boiler Completed
- (3) Initiate on-site construction of the new coal-fired boiler Completed

- (4) Submit a comprehensive permit  
to install application June 1, 1986
- (5) Complete on-site construction  
of the new coal-fired boiler September 30, 1986
- (6) Achieve and demonstrate (by  
means of emission tests con-  
ducted pursuant to O.A.C.  
3745-17-03) final compliance  
with O.A.C. 3745-17-10 January 31, 1987
- (7) Submit the results of the  
emission tests and a  
comprehensive permit to  
operate application February 15, 1987

(C) Defendants shall submit comprehensive permit  
to install and permit to operate applications for the gas/oil-  
fired boiler (B011) on or before June 1, 1986.

XIII.

During the period from the entry of this order until  
February 15, 1989, the Defendants are authorized to operate  
the boilers at the Plant in accordance with the terms of this

Revised Consent Judgment. The Defendants shall operate the boilers at the Plant so as to minimize particulate emissions. In order to minimize particulate emissions Defendants shall comply with the following operating conditions:

(A) Defendants shall maximize the use of the gas/oil-fired boiler (B011) prior to putting into service any uncontrolled coal-fired boilers.

(B) After April 30, 1986 until April 30, 1988, Defendants shall not use the uncontrolled coal-fired boilers unless the steam demand exceeds the total of the available nominal capacities of B001, B002, B012 and the gas/oil-fired boiler (B011), except, B001 and B002 shall not be used during the period from April 30, 1986 until the construction to modify B001 and B002 to gas/oil firing are completed.

(C) After April 30, 1988 until February 15, 1989, Defendants shall only operate boilers which are in compliance with O.A.C. 3745-17-10.

(D) Within fifteen (15) days following the end of each month, Defendants shall submit monthly reports to TESA which identify dates on which uncontrolled coal-fired boilers were used, the boilers which were operated, and the steam demands

for the days Defendants utilized one or more uncontrolled coal-fired boilers, the controlled boilers (B001, B002, B011, B012, or B013) which were available for service, and the reason any controlled boiler was unavailable for service. A controlled boiler is considered unavailable for service when the boiler is under construction, during the boiler start-up period which begins after construction is complete and which ends when compliance is achieved and demonstrated, during the period when the boiler is shut down for State inspections or evaluations, and when the boiler requires shut-down for repairs. For purposes of relating the steam demand to the need for operation of uncontrolled coal-fired boilers pursuant to paragraph (B) above, the following describes both the maximum rated capacities and the nominal operating capacities of the boilers at the Plant:

Boiler	Maximum Rated Capacity		Nominal Operating Capacity	
	<u>Input MMBTU/hr</u>	<u>Output lbs Steam/hr</u>	<u>Input MMBTU/hr</u>	<u>Output lbs Steam/hr</u>
B001	77	55,000	69	49,500
B002	77	55,000	69	49,500
B003	33	24,000	30	21,600
B004	33	24,000	30	21,600
B005	33	24,000	30	21,600

B006	33	24,000	30	21,600
B007	33	24,000	30	21,600
B008	33	24,000	30	21,600
B011	86	70,000	77	63,000
B012	94	70,000	85	63,000
B013	94	70,000	85	63,000

(E) Until February 15, 1989, Defendants shall collect one representative five (5) gallon grab sample of the coal burned at the Plant on a frequency of 1 sample per day/6 days per week. Each sample shall be collected by extracting equal portions of coal from the feed hopper of each coal-fired boiler being operated. At the end of each calendar month, all grab samples which were collected during that calendar month shall be combined into one composite sample. Defendants shall also compute and record the total quantity of coal burned at the Plant during each calendar day on the basis of Stoker ram strokes. Defendant shall record the total quantity of coal received in each shipment. Each monthly composite sample of coal shall be analyzed for ash content (percent), sulfur content (percent), and heat content (Btu/pound of coal). The analytical methods for ash content, sulfur content and heat content shall be ASTM method D3174, Ash in the Analysis of Coal and Coke, ASTM method D3177, Total Sulfur in the Analysis Sample of Coal and Coke and ASTM method D2015, Gross Calorific Value of Solid Fuel by the Adiabatic Bomb Calorimeter, respectively. Alternatively, equivalent methods may be used upon written approval from TESA.

(F) During the period from the entry of this order until February 15, 1989 quarterly reports concerning the quality and quantity of coal received for burning in the boilers at the Plant shall be submitted to the Air Quality Modeling and Planning Section of the Division of Air Pollution Control in Columbus, and TESA. These reports shall include the following information for each calendar month during the calendar quarter:

- (a) the total quantity of coal received (tons);
- (b) the total quantity of coal burned (tons);
- (c) the average ash content (percent) of the coal burned;
- (d) the average sulfur content (percent) of the coal burned;
- (e) the average heat content (Btu/lb) of coal burned;  
and
- (f) the average sulfur dioxide emission rate (lbs SO<sub>2</sub>/10<sup>6</sup> Btu actual heat input) from the coal burned.



These quarterly reports shall be submitted by February 15, May 15, August 15, and November 15 of each year and shall cover the data obtained during the previous calendar quarters.

XIV.

Beginning on February 15, 1986, and every three months thereafter (on May 15, August 15, November 15 of each year) until the Defendants meet the deadlines in Paragraph VII, X, and XII, the Defendants shall submit to Ohio EPA and TESA a written report detailing the current status and progress of all projects in Paragraphs VII, X, and XII of this Revised Consent Judgment. In addition to these quarterly reports, not later than fourteen (14) calendar days following any date on which an action is required of Defendants under this Revised Consent Judgment, Defendants shall submit to Ohio EPA and TESA written notice that the action has been taken or completed as required. If the action has not been taken or completed as required, a report shall be sent to Ohio EPA and TESA stating the reasons and/or causes for any failure to complete a scheduled action and the probability of meeting the next milestone in the schedule. The notice shall also describe the actions that are being taken to return the program element to the schedules.

XV.

For a period of six months after achieving final compliance with O.A.C. 3745-3-11 and 3745-3-12, Defendants agree to and are hereby enjoined to monitor the Plant process wastewater discharge from the facilities being constructed pursuant to Paragraph V in accordance with the following schedule:

<u>Parameter***</u>	<u>Type</u>	<u>Frequency*</u>
flow, gpd	continuous	daily
pH	continuous	daily
CN, Total	24-hour composite**	2/week
Total Toxic Organics****	24-hour composite	1/month
Cd, Total	24-hour composite	2/week
Cr, Total	24-hour composite	2/week
Cu, Total	24-hour composite	2/week
Pb, Total	24-hour composite	2/week
Ni, Total	24-hour composite	2/week
Zn, Total	24-hour composite	2/week

\*Sampling as required by this Consent Judgment shall not relieve Defendants from the obligation to undertake any sampling and reporting requirements otherwise required by law or regulation. However, Defendants may use this sampling data and report it in satisfaction of other obligations of Defendants insofar as it is permitted by law and regulations.

\*\*All 24-hour composite samples shall be flow proportional and consist of at least 8 grab samples over the 24-hour period.

\*\*\*Samples must be analyzed in accordance with methods found in 40 CFR Part 136.

\*\*\*\*For the purpose of this paragraph, Total Toxic Organics shall consist of the volatile fraction and base neutral fraction as now defined in 40 CFR 122, App.D, Table 2 and analyzed according to U.S. EPA Methods 624 and 625 respectively, found in 40 CFR Part 136.

Reports of the results of such monitoring shall be submitted to Ohio EPA on a monthly basis. These reports shall be submitted to the Ohio EPA Division of Water Pollution Control (c/o Heidi B. Sorin) and Toledo Environmental Services Agency (c/o Gerald Baumgartner).

XVI.

Defendants agree to and are hereby enjoined to pay the following stipulated civil penalties for the following violations:

- (A) \$165 per milestone per day for each day Defendants fail to meet the milestone deadlines established

in Paragraphs V(G) and (H) above.

- (B) An additional stipulated penalty \$335 per milestone per day shall accrue for each day Defendants fail to meet the milestone deadlines established in Paragraphs V(G) and (H) above, unless Defendants meet the final compliance milestone deadline established in Paragraph V(I). Said accrued stipulated penalty shall become payable on the final compliance milestone date if the Defendants failed to meet the final milestone deadline established in Paragraph V(I).
  
- (C) \$100 per milestone per day for each day Defendants fail to meet the milestone deadlines established in Paragraphs VII(B) and/or (C) above.
  
- (D) An additional stipulated penalty of \$200 per milestone, per day shall accrue for each day Defendants fail to meet the milestone deadlines established in Paragraphs VII(B) and/or (C) above, unless Defendants meet the final compliance milestone deadline established in Paragraph VII(D). Said accrued stipulated penalty shall become payable on the final compliance milestone

date if the Defendants fail to meet the final milestone deadline established in Paragraph VII(D).

- (E) \$100 per milestone per day for each day Defendants fail to meet the milestone deadlines established in Paragraphs XII(A)(1) through (5) above.
- (F) An additional stipulated penalty of \$200 per milestone per day shall accrue for each day Defendants fail to meet the milestone deadlines established in Paragraphs XII(A)(1) through (5) above, unless Defendants meet the final compliance milestone deadline established in Paragraph XII(A)(6). Said accrued stipulated penalty shall become payable on the final compliance milestone date if the Defendants fail to meet the final milestone deadline established in Paragraph XII(A)(6).
- (G) \$100 per milestone per day for each day Defendants fail to meet the milestone deadlines established in Paragraphs XII(B)(4) through (6) above.
- (H) An additional stipulated penalty of \$200 per

milestone per day shall accrue for each day Defendants fail to meet the milestone deadlines established in paragraphs XII(B)(4) through (6) above, unless Defendants meet the final compliance milestone deadline established in Paragraph XII(B)(7). Said accrued stipulated penalty shall become payable on the final compliance milestone date if the Defendants failed to meet the final milestone deadline established in Paragraph XII(B)(7).

XVII.

Defendants agree to and are hereby enjoined to pay the following stipulated civil penalties for the following violations:

- (A) \$5,000 a day for each day Defendants fail to meet the deadline imposed in Paragraph IV above.
- (B) After the milestone specified in Paragraph V(I) is attained, \$500 for each parameter for each instance in which the Defendants' discharge of process wastewater exceeds the daily maximum for a parameter established in O.A.C. 3745-3-12.

Said stipulated penalty shall be paid for any such violations which occur during the period of six months after the milestone specified in Paragraph V(I) is attained.

(C) After the milestone specified in Paragraph V(I) is attained, \$2,500 for each parameter for each instance in which that the Defendants' discharge of process wastewater exceeds the monthly average for a parameter established in O.A.C. 3745-3-12. Said stipulated penalty shall be paid for any such violations which occur during the period of six months after the milestone specified in Paragraph V(I) is attained.

(D) \$300 per violation per day for each day that Defendants operate a boiler in violation of Paragraphs XIII(A) and/or (B).

(E) \$700 per violation per day for each day that Defendants fail to meet a deadline established in Paragraphs VI, VII(D), VIII, XI, XII(A)(6), XII(B)(7) and XII(C).

(F) \$500 per violation per day for each day until

April 30, 1989 that Defendants fail to meet the deadline established in Paragraph IX. \$600 per violation per day for each day between April 30, 1989 and April 30, 1990 that Defendants fail to meet the deadline established in Paragraph IX. \$700 per violation per day for each day after April 30, 1990 that Defendants fail to meet the deadline in Paragraph IX. Before April 30, 1990 the Plaintiff agrees to limit its remedies with regard to the enforcement of the deadline in Paragraph IX to said stipulated penalties.

XVIII.

The stipulated penalties required to be paid pursuant to paragraphs XVI and XVII above shall be paid to the order of "Treasurer, State of Ohio" and sent to counsel for the Plaintiff. Payment of the stipulated penalties under paragraphs XVI(A), (C), (E), (G) and XVII(A), (D), (E), (F) shall be made within thirty (30) days of the violation. Payment of the stipulated penalties under Paragraphs XVI(B), (D), (F), and (H) shall be made within thirty (30) days after the applicable final milestone deadlines referred to in Paragraphs V(I), VII(D), XII(A)(6) and XII(B)(7). Payment of the stipulated penalties under Paragraphs XVII(B) and (C) shall be made within sixty (60) days of the violation. The amounts of stipulated civil



penalties required by Paragraphs XVI and XVII shall not be modified in whole or in part by the Court.

XIX.

(A) If Defendants discover they will be unable to meet any milestone deadline in this Revised Consent Judgment for any reason, including circumstances beyond their control, they may notify Plaintiff of the anticipated delay and reasons therefor. Upon receipt of such notice Plaintiff may agree to waive or defer one or more milestone deadlines herein, the enforcement thereof, or the stipulated penalties provided therefor. Plaintiff will promptly inform Defendants of its decision in writing. Plaintiff is not bound by oral representations of Ohio EPA personnel concerning the validity of Defendants' reasons for delay. A decision by Plaintiff to waive or defer any milestone deadline of this Revised Consent Judgment shall not be a bar to an enforcement for Defendants' failure to meet the deferred date. A decision by Plaintiff to defer enforcement of any milestone deadline or stipulated penalties set forth in this Revised Consent Judgment shall not constitute a waiver of enforcement action with regard to the terms of this Revised Consent Judgment unless the Plaintiff expressly so agrees.

(B) In any action for enforcement of this Revised

Consent Judgment, the Defendants may raise at that time the question of whether they are entitled to a defense that the alleged violation resulted from causes beyond their control such as, but not limited to, fire, flood, riot, strike, acts of God, acts of public enemies, conflicting orders of any entity having police power jurisdiction over Defendants or impossibility of the Defendants in the performance of the terms thereof. While Plaintiff disagrees that such a defense exists, the parties do, however, agree and stipulate that it is premature at this time to raise and adjudicate the existence of such a defense, and that the appropriate time to adjudicate the existence of such a defense is at such future time at which Plaintiff may seek to enforce the provisions of this Revised Consent Judgment.

(C) If operation of the Plant terminates as a result of the applicable federal, state, or local law, regulation, or ordinance or the issuance of an administrative order or court order or decree, or if the operation of the Plant terminates for any other reason, all obligations of Defendants pursuant to this Revised Consent Judgment except those set forth in paragraphs IV, VI, and XX shall cease unless otherwise required by law or regulation. If operation of the Plant is thereafter resumed, Defendants' obligations shall be reinstated as if operation had not ceased consistent with applicable state and federal law.

(D) Defendants shall have the right to achieve compliance with any obligation in this Revised Consent Judgment, except those set forth in Paragraph XX, at any time by ceasing to operate boilers B001, B002, B003, B004, B005, B006, B007, B008 and B011. Should any equipment cease operation for such purposes, said equipment may not thereafter renew operation unless it is in compliance with all obligations required by this Revised Consent Judgment to have been achieved by such equipment on or before such date of renewed operation. Provided, however, said equipment may be operated to demonstrate compliance in accordance with O.A.C. 3745-17-03.

XX.

(A) Defendants agreed to and were ordered and enjoined to pay Plaintiff the amount of One Hundred Thousand Dollars (\$100,000) under O.R.C. Sections 6111.09 and 3704.06(C) within sixty (60) days after the entry of the initial Consent Judgment. Payment was made by delivering a cashier's check in such amount made payable to the order of the "Treasurer, State of Ohio," to Plaintiff's counsel on or about January 19, 1986 for payment into the General Revenue Fund.

(B) Defendants agree and are ordered to modify boilers

B001 and B002 so as not to exceed the maximum allowable amount of particulate emissions of 0.020 pounds per million Btu contained in O.A.C. 3745-17-10 and a sulfur dioxide emission rate of 0.52 pounds per million Btu. In the event Defendants do not modify said boilers to gas/No. 2 fuel oil firing in a manner that satisfies the above-mentioned amount of particulate and sulfur dioxide emissions and permanently cease coal-firing, Defendants shall instead pay Plaintiff the amount of One Hundred and Fifty Thousand Dollars (\$150,000) under O.R.C. Sections 6111.09 and 3704.06(B). In the event Defendant chooses not to so modify Boilers B001 and B002, Defendants shall so notify Plaintiff's counsel within thirty (30) days of such decision, whereupon payment shall be made within sixty (60) days of receipt by Plaintiff's counsel of Defendants' written notification not to so modify boilers B001 and B002. Payment shall be made by delivering a cashier's check in such amount made payable to the order of the "Treasurer of Ohio" to Plaintiff's counsel for payment into the General Revenue Fund.

(C) Defendants agree and are ordered and enjoined to pay Plaintiffs the amount of Seventy-Five Thousand Dollars (\$75,000) within thirty (30) days after the entry of this Revised Consent Judgment. Payment shall be made by delivering a cashier's check in such amount made payable to the order of the "Treasurer of Ohio" to Plaintiff's counsel for payment into the General

Revenue Fund.

XXI.

This Revised Consent Judgment shall not be construed so as to preclude the State of Ohio or its agencies from seeking monetary, injunctive, or other relief against Defendants for any violation of any state or federal law other than for those violations of the law alleged in the Complaint, regardless of when the violation occurred, nor shall it be construed to preclude the State of Ohio or its agencies from seeking monetary, injunctive, or other relief against Defendants for any violation of any state or federal law, which violation occurs subsequent to November 20, 1985. This Revised Consent Judgment shall not be construed so as to preclude the State of Ohio or its agencies from seeking contempt for any violations of the terms of this Revised Consent Judgment except as expressly provided in Paragraph XVII(F). However, Plaintiff agrees that the enforcement of any milestone deadline or stipulated penalties contained in the Consent Judgment filed on November 20, 1985 and not contained in this Revised Consent Judgment is hereby waived.

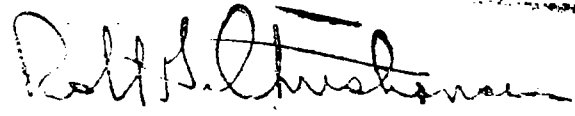
XXII.

The Court retains jurisdiction of this case as to the Defendants, for the purpose of making any order or decree

which it may deem at any time to be necessary to carry out this judgment.

XXIII.

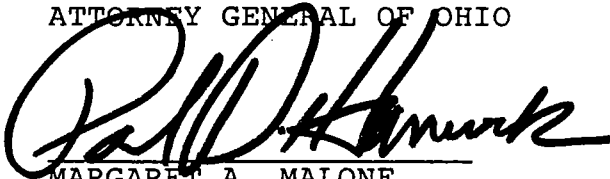
The costs of this action are hereby assessed against the Defendants. However, nothing herein shall be construed to indicate which party should bear the costs of any enforcement or contempt proceedings hereunder.



Judge

APPROVED:

ANTHONY J. CELEBREZZE, JR.  
ATTORNEY GENERAL OF OHIO



MARGARET A. MALONE  
PAUL D. HANCOCK



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and Jeep Corporation

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