

RICHLAND COUNTY
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 RICHLAND COUNTY
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 STATE OF OHIO

STATE OF OHIO, ex rel)
 BETTY D. MONTGOMERY,)
 ATTORNEY GENERAL OF OHIO,)
)
 Plaintiff,)
)
 vs.)
)
 BANK ONE, MANSFIELD)
)
 Defendant.)

CASE NO. 97-390 D
 JUDGE _____

CONSENT ORDER AS TO DEFENDANT BANK ONE, MANSFIELD

Plaintiff, State of Ohio, by its Attorney General, Betty D. Montgomery, ("**Plaintiff**"), having filed the Complaint in this action against Defendant Bank One, Mansfield, ("**Bank One**"), alleging violations of Chapter 3734. of the Ohio Revised Code ("**O.R.C.**") and the rules adopted thereunder, and Plaintiff and Defendant (hereinafter collectively referred to as the "**parties**") having consented to the entry of this Consent Order solely for the purposes of settlement,

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

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter of this action, pursuant to O.R.C. Chapter 3734. and the rules adopted thereunder. This Court has jurisdiction over the parties. Venue is proper in this Court.

II. PARTIES

2. The provisions of this Consent Order shall apply and be binding upon the parties to this action, their agents, officers, employees, assigns, successors in interest and any person acting in concert, privity or participation with them who receives actual notice of this Consent Order whether by personal service or otherwise.

III. SATISFACTION OF LAWSUIT

3. Plaintiff has alleged in its Complaint that Defendant Bank One has operated a hazardous waste treatment/storage and/or disposal facility located at 57 South Illinois Avenue, Mansfield, Richland County, Ohio ("**facility**"), in violation of various provisions of the hazardous waste laws of Ohio, as set forth in O.R.C. Chapter 3734. and the rules adopted thereunder. Defendant Bank One denies these allegations. Except as otherwise provided in this Consent Order, compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability of Defendant Bank One to Plaintiff for all claims alleged in the Complaint.

4. Nothing in this Consent Order shall limit the authority of the State of Ohio to:

- (a) Seek relief for claims not alleged in the Complaint;
- (b) Seek relief for claims alleged in the Complaint which occur after the entry of this Consent Order;
- (c) Enforce this Consent Order through a contempt action or otherwise for violations of this Consent Order.

IV. CIVIL PENALTY AND SUPPLEMENTAL ENVIRONMENTAL PROJECTS

5. Defendant Bank One shall pay to Plaintiff a civil penalty in the amount of Five-Thousand Dollars (**\$5000**). In lieu of paying the five thousand dollar (**\$5000**) civil penalty, Defendant Bank One shall deposit five thousand dollars (**\$5000**) in an escrow account within thirty (30) days from the date of entry of this Consent Order. Defendant Bank One shall deposit this sum with Bank One, Mansfield, in a non-interest bearing account, the balance of which shall hereinafter be referred to as the "**Escrow Fund**". Defendant Bank One shall serve as the escrow

agent for the Escrow Fund, and shall hold and disburse the Escrow Fund as provided herein. Defendant Bank One shall have no obligation to invest or pay interest on the Escrow Fund, and shall not charge any fees, costs or expenses for administration of the Escrow Fund.

6. The Escrow Fund shall be used to finance sampling and analysis or such other investigation, closure or remediation activities at or relating to the facility as Ohio EPA may hereafter approve (hereinafter "**Approved Expenses**"). Defendant Bank One, as escrow agent, shall disburse monies from the Escrow Fund upon receipt of and in accordance with a written instruction executed by or on behalf of the Ohio EPA specifying: (I) the amount of the Approved Expense; and (ii) the payee to whom such disbursement is to be made (hereinafter "**Instruction**"). Plaintiff agrees that the Ohio EPA shall deliver no more than one (1) such instruction to Defendant Bank One within any thirty (30) day period. Upon receipt of such an Instruction, Defendant Bank One shall disburse from the Escrow Fund the amount specified in the Instruction (or, if the amount specified exceeds the balance of the Escrow Fund, the balance of the Escrow Fund) by issuance of a check made payable to the order of the payee specified in the Instruction.

7. The Escrow Fund shall terminate upon the earliest of the following events:

- a. Disbursement of the entire Escrow Fund (\$5,000) by Defendant Bank One in accordance herewith;
- b. Defendant Bank One's receipt of an Instruction, executed by or on behalf of the Ohio EPA, directing Defendant Bank One to terminate the Escrow Fund and to disburse the remainder of the Escrow Fund as provided in Paragraph 8 below; or
- c. The close of business on the date one (1) year after the Escrow Fund was established.

8. Upon termination of the Escrow Fund, any remaining balance of the Escrow Fund shall be disbursed to Plaintiff for deposit into the hazardous waste clean-up fund created pursuant to O.R.C. §3734.28. Upon the occurrence of any termination event set forth in Paragraph 7 above, Defendant Bank One shall disburse all monies, if any, remaining in the Escrow Fund by check payable to the order of "Treasurer, State of Ohio" sent to the following address:

Administrative Assistant
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3428

9. Upon disbursement of the entire Escrow Fund or its remainder as set forth herein, all duties and obligations of Defendant Bank One, imposed by Section IV of this Consent Order, shall be discharged. As escrow agent, Defendant Bank One may rely, and shall be protected in acting or refraining from acting, upon any instrument furnished to it hereunder and believed by it to be genuine and signed or presented by the appropriate party or parties. Furthermore, Defendant Bank One, as escrow agent, is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party or person, except only such Instructions provided for herein and any relevant order or process of any court regardless of jurisdiction.

V. COMPLIANCE WITH APPLICABLE LAWS

10. Nothing herein shall affect Defendant Bank One's obligations to comply with all applicable federal, state, or local laws, regulations, rules, or ordinances.

VI. RETENTION OF JURISDICTION

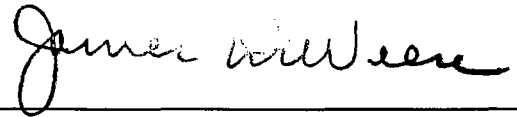
11. This Court will retain jurisdiction of this action for the purpose of enforcing this Consent Order.

VII. COST

12. Defendant Bank One is hereby ordered to pay all court costs of this action.

IT IS SO ORDERED:

DATED 4-19-97



**JUDGE, RICHLAND COUNTY
COURT OF COMMON PLEAS**

APPROVED BY:

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

BANK ONE, MANSFIELD

BY: 

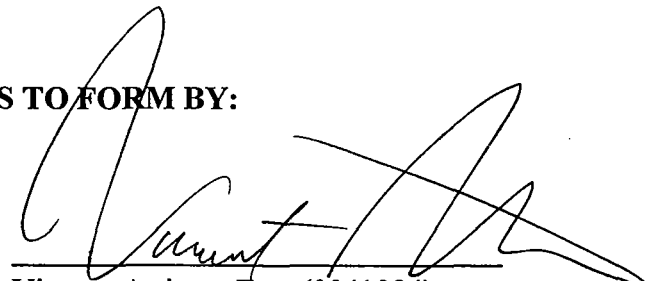
Lauren C. Angell, Esq. (0042615)
Assistant Attorney General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, OH 43215-3428

Attorney for the State of Ohio

BY: 

Authorized Representative of Bank One

APPROVED AS TO FORM BY:



Vincent Atriano, Esq. (0041084)
Squire, Sanders & Dempsey
Huntington Center
41 South High Street
Columbus, Ohio 43215

Counsel for Bank One, Mansfield