

In the Court of Common Pleas
Lorain County, Ohio

FILED
LORAIN COUNTY

Nov 18 9 21 AM '96

State of Ohio, ex. rel.
Gregory White, et al.

Plaintiff,

vs.

Joseph Brown, et al.

Defendants.

: Case No. 95CV114276

: Judge Thomas Daniel White
(By assignment)

: Consent Order and Final
: Judgment Entry

ENTERED

WHEREAS, Plaintiff State of Ohio, on relation of Gregory White, Lorain County Prosecuting Attorney, at the written request of the Lorain County Health District, and Betty D. Montgomery, Attorney General of Ohio, at the written request of the Director of Environmental Protection ("Director"), filed complaints commencing this action against Defendant to enforce the provisions of Ohio's solid waste laws set forth in Ohio Revised Code ("R.C.") Chapter 3734., and the rules adopted pursuant to that chapter, R.C. Chapter 3767., and to pursue other legal and equitable relief;

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

I. DEFINITIONS

1. As used in this Consent Order:

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A. "Consent Order" or "Order" means this Consent Order and Final Judgment Entry and all appendices hereto. In the event of conflict between this Order and any appendix, the Order shall control.

B. "Defendant" means Joseph Brown.

C. "Director" means Ohio's Director of Environmental Protection.

D. "Facility" refers to the location where the storage of scrap tires was conducted, which facility is located at 618 Oberlin Road, Carlisle Township, Lorain County, Ohio.

E. "Ohio EPA" means the Ohio Environmental Protection Agency.

F. "O.A.C." means the Ohio Administrative Code.

G. "Plaintiff" means the State of Ohio by and through the Attorney General of Ohio.

H. "R.C." means the Ohio Revised Code.

II. JURISDICTION AND VENUE

2. The Court has jurisdiction over the subject matter of this action pursuant to R.C. Chapter 3734. and the rules adopted thereunder. The Court has jurisdiction over the parties. Venue is proper in this Court. The complaints state claims upon which relief can be granted.

III. PERSONS BOUND

3. The provisions of this Consent Order and Final Judgment Entry shall apply to and be binding upon Defendant, his agents, employees, assigns, successors in interest, and any person acting in active concert or participation with him who

receives actual notice of this Consent Order and Final Judgment Entry whether by personal service or otherwise.

IV. SATISFACTION OF LAWSUIT

4. Plaintiffs allege in their complaints that Defendant unlawfully disposed, or otherwise conducted, permitted or allowed the open dumping of waste and/or scrap tires at the Facility, in violation of the solid waste laws of the State of Ohio, and in a manner that constitutes a threat to public health and safety and the environment. Except as otherwise provided for by this Consent Order and Final Judgment Entry or by law, compliance with the terms of this Consent Order and Final Judgment Entry shall constitute full and complete satisfaction of any civil liability of Defendant for all claims alleged in the complaint.

V. RESERVATION OF RIGHTS

5. Nothing in this Consent Order and Final Judgment Entry, including the imposition of stipulated or civil penalties, shall limit the authority of the State of Ohio to:

A. Seek any relief for claims or conditions not alleged in the complaints;

B. Seek any relief for claims or conditions alleged in the complaints which occur after the entry of this Consent Order and Final Judgment Entry;

C. Enforce this Consent Order and Final Judgment Entry through a contempt action or otherwise for violations of this Consent Order and Final Judgment Entry;

D. Bring any action against Defendant or against any other person, under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. §9601, et seq., R.C. §§ 3734.20 through 3734.27, or R.C. Chapter 6111 to: (1) recover natural resource damages, or (2) order the performance of, or recover costs for any removal, remedial or corrective activities not conducted pursuant to the terms of this Consent Order and Final Judgment Entry, or both; and,

E. Take any action authorized by law against any person, including the Defendant, to eliminate or mitigate conditions at the Facility, which may present an imminent threat to the public health and safety and the environment.

VI. COMPLIANCE WITH APPLICABLE LAWS

6. Nothing in this Consent Order and Final Judgment Entry shall affect Defendant's obligation to comply with all applicable federal, state or local laws, regulations, rules, or ordinances. Defendant shall obtain all federal, state, or local permits and licenses necessary to comply with this Consent Order and Final Judgment Entry.

VII. INJUNCTION

7. Defendant is ordered and enjoined to immediately cease taking, receiving, putting or allowing any solid waste, including scrap tires, to be placed, dumped, buried, or deposited at the Facility.

8. Defendant is ordered and enjoined to report the dumping of scrap tires or other solid waste at the Facility within twenty four hours of when he learns of the dumping of such tires scrap tires or other solid waste to both of the following people:

- A. Ohio Environmental Protection Agency
Northeast District Office
Lorain County Solid Waste Inspector
216-963-1200
- B. Lorain County General Health District
John Keressi
216-322-6367

The requirement of this paragraph shall apply for as long as Defendant resides at his home adjacent to the Facility.

VII. STIPULATED PENALTIES

9. In the event that Defendant fails to meet any of the requirements of this Consent Order and Final Judgment Entry, Defendant shall immediately and automatically be liable for and is ordered and enjoined to pay a stipulated penalty according to the following payment schedule:

- A. For each day of each failure to meet a requirement, up to thirty (30) days - Fifty Dollars (\$50.00) per day for each requirement not met.
- B. For each day of each failure to meet a requirement, from thirty-one (31) to sixty days (60) - One Hundred Dollars (\$100.00) per day for each requirement not met.

C. For each day of each failure to meet a requirement, from sixty-one (61) to ninety (90) days - One Hundred Fifty Dollars (\$150.00) per day for each requirements not met.

D. For each day of each failure to meet a requirement, over ninety days (90) days - Two Hundred Dollars (\$200.00) per day for each requirement not met.

10. Any payment required to be made under the provisions of the previous Paragraph of this Consent Order and Final Judgment Entry shall be made by delivering to Plaintiff State of Ohio, c/o Matt Sanders, Administrative Assistant, or his successor, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43266-0410, a certified check in the amount owed, payable to the order of "Treasurer, State of Ohio."

VIII. RETENTION OF JURISDICTION

11. This Court will retain jurisdiction of this action for the purpose of enforcing compliance with this Consent Order and Final Judgment Entry.

IX. ENTRY OF CONSENT ORDER AND FINAL JUDGMENT ENTRY AND FINAL JUDGMENT BY CLERK

12. Upon signing of this Consent Order and Final Judgment Entry by the Court, the clerk is hereby directed to enter it upon the journal. Within three days of entering the judgment upon the journal, the clerk is hereby directed to serve upon all parties notice of the judgment and its date of entry upon the journal in the

manner prescribed by Rule 5(B) of the Ohio Rules of Civil Procedure and note the service in the appearance docket.

IT IS SO ORDERED.

12 November 1996
Date



THOMAS D. WHITE
Judge, Court of Common Pleas
(by assignment)

Approved:

Betty D. Montgomery
Attorney General of Ohio

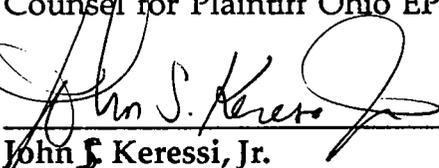


John K. McManus (0037140)
Assistant Attorney General
Environmental Enforcement
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3428
(614) 466-2766



Joseph Brown

Counsel for Plaintiff Ohio EPA



John S. Keressi, Jr.
Assistant Prosecuting Attorney
9880 South Murray Ridge Road
Elyria, Ohio 44035

~~Counsel for Plaintiff~~
~~Lorain County Health District~~

Thomas M. Mangan
~~Assistant Prosecuting Attorney~~
~~226 Middle Avenue, 3rd Fl.~~
~~Elyria, Ohio 44035~~

~~Counsel for Plaintiff~~
~~Carlisle Township Trustees~~

IN THE COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

STATE OF OHIO, EX REL.)	CASE NO.: 95 CV 114276
GREGORY WHITE, et al.,)	
)	
Plaintiffs,)	JUDGE THOMAS D. WHITE
)	
-vs-)	<u>AGREED JUDGMENT ENTRY</u>
)	
JOSEPH BROWN, et al.,)	
)	
Defendants.)	

* * * * *

This cause comes on before the Court on this 12th day of November, 1996 on the joint motion of the Lorain County General Health District Board of Health ("the Board"), the Ohio Environmental Protection Agency ("Ohio EPA"), Jack K. Vasi ("Vasi") and JKV Tire Recyclers, Inc., formerly an Ohio corporation ("JKV"), for the purpose of entering an agreed judgment entry by consent. The Court finds that the aforesaid parties have reached a settlement of their differences and that they all consent to, and request, that this Court memorialize their agreement in the form of this Agreed Judgment Entry.

The Court finds as follows:

1. The State of Ohio, on the relation of Gregory White, the prosecuting attorney of Lorain County, Ohio, for and on behalf of the Board, filed Case No. 95 CV 114276 in the Court of Common Pleas of Lorain County, Ohio on May 4, 1995 seeking injunctive relief against Joseph Brown (hereinafter "Brown"), JKV Tire Recyclers, Inc., formerly an Ohio corporation (hereinafter "JKV"), Jack Vasi (hereinafter "Vasi"). In addition, the State

of Ohio sought to have the Ohio Environmental Protection Agency (hereinafter the "Ohio EPA") enter the case on the State of Ohio's behalf. The case was originally assigned to the Hon. Thomas W. Janus, Judge of the Court of Common Pleas of Lorain County, Ohio. The case is hereinafter called the "tire case."

2. In the complaint filed in Case No. 95 CV 114276, the State of Ohio, *ex rel.* Gregory White, alleged that defendants Brown, Vasi, and JKV had stored and were unlawfully storing solid waste, including scrap tires, on a site known as 618½ Oberlin Road, Carlisle Township, Lorain County, Ohio (hereinafter "the Facility") and that such storage constituted a nuisance both statutorily and at common law.

3. The assigned judge recused himself from the case and, as a result, on June 7, 1995, the Chief Justice of the Supreme Court of Ohio, Thomas Moyer, assigned this Court to hear the issues in Case No. 95 CV 114276.

4. On September 15, 1995, the Ohio EPA, by and through Betty D. Montgomery, attorney general of the State of Ohio, having been named as a defendant in the case, filed a cross-claim against Brown, Vasi and JKV seeking civil penalties, injunctive relief, and attorneys fees. The Ohio EPA was thereafter redesignated as a plaintiff in the tire case.

5. On June 28, 1995, the Board filed a second civil case in the Court of Common Pleas of Lorain County, Ohio, Case No. 95 CV 114516 against Brown and Vasi, seeking injunctive relief with respect to certain alleged zoning violations on real property

located at and known as 618 and 618½ Oberlin Road, Carlisle Township, Lorain County, Ohio. That case is hereinafter called the "zoning case." The zoning case was also assigned to the Hon. Thomas Janus of the Court of Common Pleas of Lorain County, Ohio.

6. Over Vasi and JKV's objections, the tire and zoning cases were consolidated on the docket of this Court and the litigation has proceeded under the lower case number, to wit: No. 95 CV 114276.

7. For convenience herein, the Board and the Ohio EPA are hereinafter jointly called "Plaintiffs" and Vasi and JKV are hereinafter jointly called "Defendants."

8. The parties agree that JKV is not a validly existing corporation in the State of Ohio for the reason that its corporate franchise was revoked by the Secretary of State for non-payment of franchise taxes.

9. The parties agree that Vasi was the sole shareholder, officer, and director of JKV that, to the extent that anyone has authority to act for and on behalf of JKV, Vasi has such authority.

10. Nothing in this Agreed Judgment Entry applies to any claims by any party against defendant Joseph Brown ("Brown") or to any claim that Brown has asserted against any other party.

11. Nothing in this Agreed Judgment Entry applies to the claim of the Board of Trustees of Carlisle Township ("the Township") against Vasi and Brown.

12. The Court finds that it has subject matter

jurisdiction, *in personam* jurisdiction over the defendants, that they have all appeared in this action, that they have denied, jointly and severally, any and all violations of the law alleged by the Plaintiffs and have asserted various affirmative defenses.

13. Based on the agreement of the parties, and without making any findings of fact or conclusions of law with respect to the claims and defenses of the aforesaid parties, and while acknowledging that the Defendants, jointly and severally, have not admitted and do not admit any violations of the law or any liability for any of the relief sought by the Plaintiffs, the Court, with the consent of the parties, hereby ORDERS, ADJUDGES, ENJOINS AND DECREES as follows:

A. Defendants shall not receive or dispose of any solid waste, as defined in R.C. 3734.01(E), at the Facility.

B. Defendants shall remove all solid waste, if any (other than scrap tires) at the Facility within thirty (30) days of journalization of this Agreed Judgment Entry and shall transport such to a permitted and licensed solid waste disposal facility in the State of Ohio.

C. Defendants shall not take, receive, put, allow, or otherwise cause any additional scrap tires to be stored, placed, dumped, buried, or otherwise deposited at the Facility, until and unless the Ohio EPA issues a license to use the Facility as a scrap tire storage Facility.

D. Defendants shall lawfully transport the scrap tires presently at the Facility to one or more facilities designated in

O.A.C. § 3745-27-56(C) (1) (a) (b) (c) and (e), or any combination thereof, in accordance with the following schedule:

1. Ten percent (10%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by June 30, 1997.
2. Twenty percent (20%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by December 31, 1997.
3. Thirty percent (30%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by June 30, 1998.
4. Forty percent (40%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by December 31, 1998.
5. Fifty percent (50%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by June 30, 1999.
6. Sixty percent (60%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by December 31, 1999.
7. Seventy percent (70%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by June 30, 2000.
8. Eighty percent (80%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by December 31, 2000.
9. Ninety percent (90%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by June 30, 2001.
10. One hundred percent (100%) of the scrap tires at the Facility on the date of journalization of this Agreed Judgment Entry shall be removed by December 31, 2001.

E. The scrap tire removal from the Facility shall be accomplished in compliance with the provisions in O.A.C. § 3745-27-56 and 3745-27-57. Nothing herein shall be construed to require the scrap tires at the Facility to be disposed of in any

facility in the State of Ohio.

F. While any scrap tires remain at the Facility, Vasi and JKV shall store them in compliance with O.A.C. § 3745-27-60, the contents of which are hereby incorporated by reference as if fully reproduced herein.

G. Vasi and JKV shall, within 120 days of the date of journalization of this Agreed Judgement Entry, take all necessary steps to ensure that the storage of scrap tires at the Facility meets the following standards from O.A.C. § 3745-27-60:

1. Sufficient drainage will be maintained so that water does not collect in the area where scrap tires are stored;
2. No scrap tires will be stored by submergence;
3. No scrap tires will be covered by soil;
4. Any scrap tires in storage piles will not exceed fourteen (14) feet in height and the storage piles will not exceed 50 feet X 50 feet (i.e. an area of 2,500 square feet).
5. Each storage pile will be separated from every other storage pile and from buildings and structures by a fire lane with a width not less than 50 feet; provided, however, Vasi and JKV may use the fire lane distance chart in the National Fire Protection Association's Publication No. 231D entitled Storage of Rubber Tires, 1994 Edition, to determine alternate fire lanes; provided, however, all fire lanes will be maintained free and clear of combustible material including, without limitation, weeds and leaves;
6. The aforesaid fire lanes will be maintained to allow access by emergency vehicles at all times.
7. Storage piles will be separated from all possible ignition sources such as open flames and welding equipment by at least fifty (50)

feet;

8. Any scrap tires stored in a building or in a covered structure will comply with all requirements applicable thereto set forth in O.A.C. § 3745-27-60(B)(7).
9. Vasi and JKV will either (1) remove liquids from any scrap tires and immediately store them in such a way that water does not accumulate in them, or in containers in which they may be placed, or (2) on thirty (30) day intervals (or on such other intervals recommended by the manufacturer or formulator) from April 1st to November 1st, annually, apply or arrange for the application of a pesticide or larvicide registered for use for mosquito control by the Ohio Department of Agriculture in a manner recommended by the manufacturer or formulator. Vasi and JKV agree to keep records at the Facility indicating the name, type, amount used (per tire) and the EPA registration number of the pesticide or larvicide used, the date and time of the application, and the name of the person who applied the pesticide or larvicide.

I. By consent, Vasi and JKV will calculate the total number of tires currently at the Facility using methodology contained in the attached Exhibit A, the contents of which are hereby incorporated herein by reference as if fully reproduced herein. Such calculation shall be completed within thirty (30) days of the date when this Agreed Judgment Entry is journalized by the Court, and Defendants will supply Plaintiffs with the results and basis for the calculation so performed. In accordance with Paragraph J, below, Plaintiffs may enter the Facility to verify all information contained in Defendants' calculation.

J. Without waiving, and while expressly preserving, Defendants' Fourth Amendment rights, Plaintiffs' employees or

agents shall have the right to enter the Facility, at all reasonable times, for the purpose of inspecting the scrap tires stored at the facility and to assess or determine Defendants' compliance with the terms of this Agreed Judgment Entry.

K. The terms, conditions, and obligations of this Agreed Judgment Entry shall be binding upon the Defendants, their agents, officers, employees, assigns, successors in interest, and on other persons active in active concert or participation with them who have actual notice of this Agreed Judgment Entry.

L. Nothing herein shall be construed to limit the ability of the Plaintiffs, jointly or severally, from seeking relief in one or more appropriate courts, on claims not alleged in their pleadings in this case, or on claims alleged in their pleadings but which occur after the entry of this Agreed Judgment Entry. Moreover, nothing herein shall be construed to limit the right of the Plaintiffs to file motions or other pleadings to enforce this Agreed Judgment Entry. Nothing herein shall be deemed to preclude or limit any right that the Plaintiffs may have, or may hereafter have, to recover costs for removal, remedial, or corrective activities at the Facility, provided such activities are undertaken in accordance with law. Nothing herein shall be deemed to preclude or otherwise affect any rights Plaintiffs, jointly or severally, may have, or may hereafter have, to take any action authorized by law to eliminate or mitigate conditions at the Facility which present an imminent threat to public health or safety, or to the environment; provided, however, nothing

herein shall be deemed to constitute a waiver of any rights that Defendants now have, or may in the future have, in regard to any such actions by the Plaintiffs, jointly or severally.

M. Nothing in this Agreed Judgment Entry shall affect Defendants' obligation to comply with any applicable State or local laws, regulations, rules or ordinances.

N. Without admitting any facts that would give rise to liability for stipulated penalties, and while expressly denying all liability for the alleged violations contained in Plaintiffs' pleadings herein, and for purposes of settlement only, Defendants have agreed to, and thus are hereby ordered to pay the State of Ohio the sum of \$1,500.00. The said \$1,500.00 shall be paid in 12 equal monthly installments of \$125.00 and each payment shall be paid on or before the fifth day of each month commencing December 5, 1996. The monthly payments shall be paid to the State of Ohio, c/o Matt Sanders, Administrative Assistant, or his successor, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43266-0410. The postmark date of each payment shall be conclusive evidence of the timeliness or lack of timeliness of each payment. The State of Ohio shall have the right to deposit the funds so paid into the scrap tire management fund created by R.C. 3734.13(E).

O. If Defendants fail to comply with the requirements imposed on them by this Agreed Judgment Entry, then and in that event they shall be liable for stipulated penalties as follows:

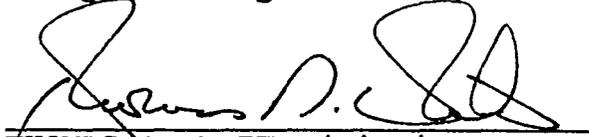
For each day that any requirement(s) of this Agreed Judgment Entry is (are) not complied with, Defendants shall be liable for a civil penalty of \$50.00 per day. For each day that any requirement(s) of this Agreed Judgment Entry is (are) not complied with beyond from thirty-one to sixty (60) days, Defendants shall be liable for stipulated penalties of \$100.00 per day. For each day that any requirement(s) of this Agreed Judgment Entry is (are) not complied with beyond from sixty-one to ninety (90) days, Defendants shall be liable for stipulated penalties of \$150.00 per day. For each day that any requirement(s) of this Agreed Judgment Entry is (are) not complied with beyond ninety days, Defendants shall be liable for stipulated penalties of \$200.00 per day. Any payments made under this paragraph shall be sent by Defendants to the State of Ohio, c/o Matt Sanders, Administrative Assistant, or his successor, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43266-1410. Such payments shall be made by certified check(s) payable to the order of the "Treasurer, State of Ohio."

P. This Court shall retain jurisdiction for the purpose of enforcing compliance with, or, for good cause shown, modifying the provisions of this Agreed Judgment Entry.

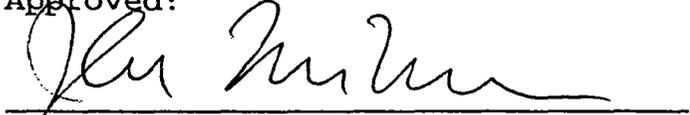
Q. The Defendants shall pay the costs of this proceeding, for which judgment is entered and execution may issue. The term "costs" as used herein shall not include attorney's fees or litigation expenses.

R. Defendants are hereby ordered and enjoined to comply with each and every term of this Agreed Judgment Entry.

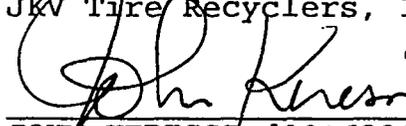
IT IS SO ORDERED.

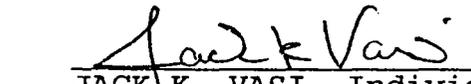

THOMAS D. WHITE (sitting by assignment).

Approved:


JOHN K. McMANUS [0037140]
Attorney for Ohio EPA.

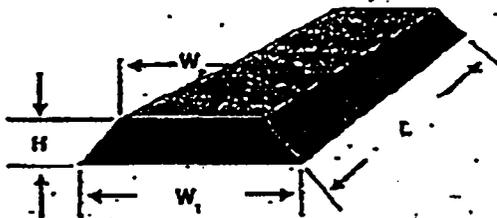
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BRENT L. ENGLISH [0022678]
Attorney for Jack K. Vasi and
JKV Tire Recyclers, Inc.


JOHN KERESSI [0016339]
Attorney for the Lorain County General
Health District Board of Health.

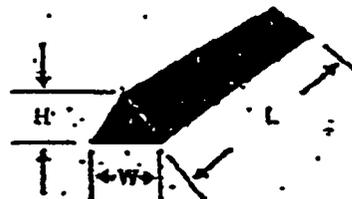

JACK K. VASI, Individually and for
and on behalf of JKV Tire Recyclers, Inc.

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ESTIMATING NUMBER OF TIRES IN A TIRE PILE (RANDOMLY STACKED)



MEDIUM COMPACTION
 10 Passenger Tires
 or 3.5 Truck Tires
 per Cubic Yard $\frac{1}{27}$ yd



FORMULA FOR TRAPEZOIDAL SHAPED TIRE PILE

$$V = (1/2 [W_1 + W_2] \times H \times L)$$

FORMULA FOR TRIANGULAR SHAPED TIRE PILE

$$V = 1/2 (W \times H \times L)$$

PROCEDURE

1. First sketch and record the general dimensions of the tire pile.
2. Estimate the percentage of Passenger or Truck Tires.
3. Select and apply either the Trapezoidal or Triangular formula.

NOTE: The bulk density or number of tires per cubic yard will vary based on age, tire pile depth, method of stacking, and compaction. For highly compacted, older piles, use 12 passenger or 4 truck tires per cubic yard. For very loose piles use 8.5 passenger or 3 truck tires per cubic yard.

EXAMPLES USING THE TRAPEZOIDAL SHAPED TIRE PILE

Tire Pile Measurements: $W_1 = 75$ feet, $W_2 = 100$ feet, $H = 10$ Feet, $L = 220$ Feet

Case I: 100% Passenger Tires.

$$V = \frac{(1/2 [75 + 100] \times 10 \times 220)}{27 \text{ cubic feet per cubic yard}} = 7,130 \text{ cubic yards of scrap tires}$$

$$\text{Number of Scrap Tires in Pile} = 7,130 \times 10 = 71,300 \text{ Tires}$$

Case II: 80% Passenger Tires and 20% Truck Tires

$$V = 7,130 \text{ cubic yards (same as Case I)}$$

$$\begin{aligned} \text{Number of Scrap Tires in Pile} &= (7,130 \times 0.80 \times 10) + (7,130 \times 0.20 \times 2.5) \\ &= 57,040 \text{ Passenger Tires} + 4,901 \text{ Truck Tires} \\ &= 62,031 \text{ Total Number of Tires} \end{aligned}$$

Courtesy of Plowco Rubber Industries, Inc., Yonkers, NY

TIRE FACTS

Did you know that

One car tire weighs 22 lbs (avg.)

One truck tire weighs 80 lbs (avg.)

and that in one cubic yard

you can put

10 car tires or

3 truck tires or

33 shredded car tires (single pass)

or

7 shredded truck tires (single pass)

or

33 shredded car tires (2" chip)

and did you know that

Tire-derived-fuel (TDF) chips offer users a higher energy value than coal and wood chips and have little or no adverse effect on air emissions.

Source: LIS EPA Members for Scrap Tires report

JKV TIRE RECYCLERS

LORAIN COUNTY COURT OF COMMON PLEAS
DONALD J. ROTHGERY, CLERK
COURTHOUSE, P.O. BOX 749
ELYRIA, OHIO 44036

TO: JOHN S KERESSI, JR.
49561 ROUTE 118
AMHERST, OH 44001

OHIO, STATE OF

VS.

JOSEPH BROWN

CASE NO. 95CV114276

JUDGE THOMAS D. WHITE

*** NOTICE ***

Pursuant to Civil Rule 58 (B) notice is hereby given that judgment was rendered in the above captioned case and was entered upon the journal of the Court on NOVEMBER 18, 1996.

Post-It® Fax Note 7671		Date 11/25/96	# of pages 1
To Jack Weppner	From John Keressi	Co. LC Health	
Co./Dept. OAG	Co. LC Health	Phone # (216) 465-7520	
Phone #	Fax # (216) 322-0911	Fax (614) 752-2441	