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IN THE  
COURT OF COMMON PLEAS  
MEDINA COUNTY, OHIO

STATE OF OHIO, ex rel.  
LEE FISHER  
ATTORNEY GENERAL OF OHIO  
  
Plaintiff,

CASE NO. 42595  
  
VISITING JUDGE  
JOSEPH E. CIRIGLIANO

v.

WILLIAM L. CAMPBELL, JR.,  
EXECUTOR OF THE ESTATES OF  
WILLIAM L. CAMPBELL, SR. AND  
FLORINE O. CAMPBELL, et al.

Defendants,

and

AEROSOL SYSTEMS, INC., et al.,

Defendants and  
Third Party  
Plaintiffs,

v.

THE BOARD OF COUNTY  
COMMISSIONERS OF  
MEDINA COUNTY, OHIO, et al.,

Third Party  
Defendants.

FILED  
JEAN WALTERS  
MEDINA COUNTY  
CLERK OF COURTS

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CONSENT ORDER

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IN THE  
COURT OF COMMON PLEAS  
MEDINA COUNTY, OHIO

STATE OF OHIO, ex rel. :  
LEE FISHER :  
ATTORNEY GENERAL OF OHIO :  
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Plaintiff, :  
 :  
v. :  
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EXECUTOR OF THE ESTATES OF :  
WILLIAM L. CAMPBELL, SR. AND :  
FLORINE O. CAMPBELL, et al. :  
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and :  
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THE BOARD OF COUNTY :  
COMMISSIONERS OF :  
MEDINA COUNTY, OHIO, et al., :  
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Third Party :  
Defendants. :

CASE NO. 42595  
VISITING JUDGE  
JOSEPH E. CIRIGLIANO

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CONSENT ORDER

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## I. INTRODUCTION

WHEREAS, Plaintiff State of Ohio's Fourth Amended Complaint was filed on or about November 28, 1990, and Counts One through Four allege regulatory violations only against the Estates of William L. Campbell, Sr. and Florine O. Campbell as owners and operators of the Montville Landfill, as represented by William L. Campbell, Jr., Executor; and

WHEREAS, Counts Five through Eleven of the Fourth Amended Complaint purport to state various statutory and common law causes of action directly against Defendants: Aerosol Systems, Inc.; Bliss & Laughlin Steel Company; Excelsior Varnish, Inc., fka Excelsior Varnish & Chemicals, Inc., fka Excelsior Varnish Works, Inc., CWC Industries, Inc.; H.W. Madison Division of The J.M. Smucker Company; Marquette Steel Company, Sherman Hamel, Luntz Corporation Marquette Steel Division, and Luntz Corporation; Martin-Marietta Corporation; Glidden Coatings & Resins, a Division of SCM Corporation; Matco Allied Equipment Corporation; The Jacobs Manufacturing Company, Danaher Corporation; Mobil Chemical, an unincorporated Division of Mobil Oil Corporation and Mobil Oil Corporation; MTD Products, Inc., dba Modern Tool and Die Company; Occidental Chemical Corporation, fdba Hooker Electro-Chemical Company and Hooker Chemical Plastics; Ohio Drum Reconditioning, David Tvert, Elmer Freiberg; Plasti-Kote Company, Inc.; PPG Industries, Inc.; The Sherwin-Williams Company; and Tru-Fit Products ("Defendants"); and

WHEREAS, Plaintiff State of Ohio alleges in Counts Five,

Eight, Nine and Ten of the Fourth Amended Complaint that Defendants' use of the Montville Landfill constitutes a violation of various provisions of Chapter 3734. of the Ohio Revised Code; and

WHEREAS, Count Six of the Fourth Amended Complaint alleges that the Montville Landfill is a nuisance; Count Seven of the Fourth Amended Complaint alleges violations of various provisions of Chapter 6111. of the Ohio Revised Code; and Count Eleven of the Fourth Amended Complaint alleges that the manner in which Defendants used the Montville Landfill constitutes a common law ultrahazardous activity for which liability may be imposed; and

WHEREAS, the Settling Defendants and Settling Third Party Defendants, and each of them, have denied the claims of the State of Ohio; and

WHEREAS, some of the Settling Defendants, as Third-Party Plaintiffs, filed the Amended Third-Party Complaint alleging claims for contribution, indemnification, and declaratory relief against the Third-Party Defendants; and

WHEREAS, the Parties hereto desire to settle and compromise the claims of both Plaintiff State of Ohio and the Third-Party Plaintiffs; and

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

## II. DEFINITIONS

Whenever the following terms are used in this Consent Order

or the Appendices hereto, the following definitions specified in this Article shall apply:

\*A. "Architect" or "Engineer" means the company or companies retained by the Settling Defendants to prepare the construction plans and specifications necessary to accomplish the remedial action described in the Statement of Work which is referenced herein and will be attached to this Consent Order as Appendix A and incorporated by reference herein.

✓ B. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986.

C. "Contractor" means the company or companies retained by the Trustee on behalf of the Settling Defendants to undertake and complete any Work required by this Consent Order. Each contractor and subcontractor shall be qualified to do those portions of the Work for which it is retained. The contractor shall be deemed to be related by contract to each of the Settling Defendants.

✓ D. "DERR" means the Division of Emergency and Remedial Response of the Ohio Environmental Protection Agency, and its successor divisions.

✓ \*E. "Designated Project Coordinators" means the Remedial Site Coordinator and Project Manager for the Ohio EPA and the Settling Defendants, respectively, referenced in Article XIV.

\*F. "Director" means the Director of the Ohio Environmental Protection Agency or his successors.

G. "Disposal" has the meaning set forth in RC Section



3734.01(F).

H. "Facility", "Montville Facility", or "Site" shall have the meaning set forth in RC Section 3734.01(N). The Montville Facility is located in Montville Township, Medina County, Ohio, and includes all locations where hazardous substances and solid wastes are alleged to be located. The Montville Facility includes without limitation all property within the metes and bounds set forth in Appendix B to this Consent Order, which property was used by William L. Campbell, legally or illegally, for the operation of a solid and hazardous waste treatment, recycling, storage and disposal facility located in Montville Township, Medina County, Ohio.

I. "FS" means the Feasibility Study for the Montville Township Sanitary Landfill, Medina County, Ohio, dated August 28, 1986, and related documents and revisions presented by or on behalf of the Settling Defendants to the Ohio EPA, which meet with Ohio EPA's approval, before entry of this Consent Order. The FS is attached as Appendix K and is fully incorporated herein by reference.

✓<sup>\*</sup>J. "Generator" has the meaning set forth in OAC Rule 3745-50-10(A)(29), formerly OAC Rule 3745-50-10(27).

✓K. "Hazardous waste" shall have the meaning provided in RC Section 3734.01(J).

L. "Hazardous waste discharge" has the meaning set forth in OAC Rule 3745-50-10(A)(17), formerly OAC Rule 3745-50-10(A)(16).

✓M. "Industrial waste" has the meaning set forth in RC

Section 6111.01(C).

\*N. "Leachate" has the meaning set forth in OAC Rules 3745-27-01(L) and/or 3745-50-10(A)(45).

O. "Medina County", "Defendant the County" or "the County" means Third-Party Defendant The Board of County Commissioners of Medina County, Ohio, which has been re-aligned, voluntarily, as a Defendant for purposes of this Consent Order. Defendant the County is a "person" as defined in RC Sections 3734.01(G) and 6111.01(I).

P. "Medina" or "Defendant Medina" means Third-Party Defendant the City of Medina, Ohio, which has been re-aligned, voluntarily, as a Defendant for purposes of this Consent Order. Defendant Medina is a "person" as defined in RC Sections 3734.01(G) and 6111.01(I).

Q. "Montville" or "Defendant Montville" means Third-Party Defendant Montville Township, Ohio, which has been re-aligned, voluntarily, as a Defendant for purposes of this Consent Order. Defendant Montville is a "person" as defined in RC Sections 3734.01(G) and 6111.01(I).

R. "Montville Implementing Trust" or "Trust" means the trust fund established pursuant to Article XVIII of this Consent Order.

S. "National Contingency Plan" or "NCP" shall be used as that term is used in §105 of CERCLA, 42 U.S.C. §9605.

\*T. "Non-settling Defendant" means a "person", as that term is defined in RC Sections 3734.01(G) and 6111.01(I), who Plaintiff has sued as a defendant in this action prior to entry

of this Consent Order who is not a signatory to this Consent Order, and whose liability to the Parties herein is not resolved with respect to the Montville Facility.

U. "NPDES Permit" means the National Pollutant Discharge Elimination System permit, No. 3PK00004\*GD, issued to Defendant Medina County by the Director of Environmental Protection, effective September 22, 1988, and any renewals or modifications thereof. The expiration date of NPDES permit No. 3PK00004\*GD is September 19, 1993.

✓ V. "OAC" means the Ohio Administrative Code.

✓ W. "Off-Site" means beyond the boundaries of the Montville Facility as set forth in Appendix B.

X. "Ohio EPA" means the Ohio Environmental Protection Agency, its employees, officials, agents, consultants to the Ohio EPA, and its authorized representatives.

✓ Y. "On-Site" means within the boundaries of the Montville Facility as set forth in Appendix B.

Z. "Operation and Maintenance" means all groundwater, leachate and surface water pumping, monitoring, and sampling, and upkeep of the Facility.

AA. "Other wastes" has the meaning set forth in RC Section 6111.01(D).

BB. "Oversight Costs" means any and all costs incurred by Plaintiff and/or the Ohio EPA in enforcing, monitoring and reviewing the tasks required to be performed by the Settling Defendants, Defendant the County and/or their contractors and subcontractors pursuant to this Consent Order, or in

implementing any requirement of this Consent Order.

\*CC. "Performance Standards" will consist of the risk and hazard levels to be established by the risk assessment which will be performed by Settling Defendants and subject to Ohio EPA approval pursuant to this Consent Order, applicable laws, regulations and standards for conduct of the Work as set forth in Article IX. The performance standards are the standards which must be met to protect human health and the environment. Such standards shall be achieved by the remedial measures to be performed pursuant to this Consent Order. Performance Standards will be attached as Appendix L and fully incorporated by reference herein.

DD. "Permit" means a permit to install, permit to operate, or any other permit, issued to either the Campbells, the Settling Defendants, and/or Defendant Medina County by the Director of Environmental Protection as required by RC Chapters 3704., 3734., and 6111. and the rules adopted thereunder, for the Work to be performed at, and in connection with, the Montville Facility. "Permit" does not include the permit defined in paragraph U of this article.

✓ EE. "Plaintiff" means the State of Ohio, its agencies and departments.

\*FF. "Potentially Responsible Party" or "PRP" means any "person", as defined in RC Sections 3734.01(G) and 6111.01(I), which is or may be liable to Plaintiff for the environmental harm, nuisance, and hazard to the public health, safety and welfare presented by the Montville Facility pursuant to RC

Chapters 3734. and 6111., the rules adopted thereunder, and all applicable laws of the State of Ohio.

✓ GG. "QAPP" means the Quality Assurance Project Plan(s) referenced in Article XII.

HH. "RC" means the Ohio Revised Code Annotated.

II. "Remedial Action Work Plan" or "RA Work Plan" means the following documents relating to the remedial construction and remedial action required under this Consent Order and the Statement of Work, upon approval of such documents in accordance with the requirements of this Consent Order: RA Quality Assurance Project Plan; RA Health and Safety Plan; RA Sampling and Analysis Plan; Operation and Maintenance Plan; and Construction Schedule.

JJ. "Remedial Design Work Plan" or "RD Work Plan" means the following documents relating to the remedial design required under this Consent Order and the Statement of Work, upon approval of such documents in accordance with the requirements of this Consent Order: Quality Assurance Project Plan for Remedial Design Activities; Health and Safety Plan for Remedial Design Activities; Sampling and Analysis Plan for Remedial Design Activities; and Remedial Design Schedule.

✓ KK. "Response Costs" means any and all past, present, and future costs, with the exception of paragraph BB of this Article, incurred by Plaintiff and the Ohio EPA in connection with the Montville Facility.

LL. "Decision Document" means the Decision Document and any amendments concerning the remediation of the Montville

Facility, which is attached as Appendix G, and which is incorporated by reference herein.

MM. "Sanitary landfill" has the meaning set forth in OAC Rule 3745-27-01(T).

NN. "Settling Defendants" means any "person", as defined in RC Sections 3734.01(G) and 6111.01(I), who sign this Consent Order and who are listed in Appendix C, which is attached hereto and incorporated by reference herein.

OO. "Settling Parties" or "Settling Party" means Plaintiff State of Ohio, the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville, and Wadsworth, and the Settling Third-Party Defendants.

PP. "Settling Third-Party Defendants" means any "person", as defined in RC Sections 3734.01(B) and 6111.01(I), named in the Amended Third-Party Complaint, other than Defendants the County, Medina, Montville, and Wadsworth, who signs this Consent Order and who has been re-aligned voluntarily as Defendants for purposes of this Consent Order. Said persons are listed in Appendix D, which is attached hereto and incorporated by reference.

QQ. "Solid Wastes" has the meaning set forth in RC Section 3734.11(E).

RR. "Statement of Work" or "SOW" means the Statement of Work, which will be attached as Appendix A to this Consent Order, for implementation of the remedial design, remedial action, and operation and maintenance of the remedial action

for the Montville Facility that is required under the provisions of this Consent Order.

SS. "Storage of hazardous waste" has the meaning set forth in RC Section 3734.01(M).

TT. "The Campbells" means the Estate of William L. Campbell and the Estate of Florine O. Campbell as represented by their Executor, William L. Campbell, Jr. The Campbells are "persons" as defined in RC Sections 3734.01(G) and 6111.01(I).

UU. "Third-Party Plaintiffs" means Defendants Aerosol Systems, Inc., Ohio Drum Reconditioning, David Tvert, Elmer Freiberg, Plasti-Kote Company, Inc., PPG Industries, Inc., and the Sherwin-Williams Company and any other Defendant who filed or who hereinafter joins in an Amended Third-Party Complaint in this action. The Third-Party Plaintiffs are "persons" as defined in RC Sections 3734.01(G) and 6111.01(I).

VV. "Transporter Settling Defendants" means Defendants Noble Jarvis and Jerry A. Springer individually and doing business as Springer's Disposal, Inc. These Defendants are "persons" as defined in RC Sections 3734.01(G) and 6111.01(I).

WW. "Trustee" means the person(s) or entity(ies) appointed under the provisions of Article XVIII, to manage the Montville Implementing Trust and who, for purposes of compliance with this Consent Order, shall be deemed the agent of the Settling Defendants.

XX. "Wadsworth" or "Defendant Wadsworth" means Third-Party Defendant the City of Wadsworth, Ohio, which has been re-aligned, voluntarily, as a Defendant for purposes of

this Consent Order. Defendant Wadsworth is a "person" as defined in RC Sections 3734.01(G) and 6111.01(I).

YY. "Waters of the state" has the meaning set forth in RC Section 6111.01(H).

✓ ZZ. "Work" means the design, construction and implementation, in accordance with Article IX hereof, of the tasks described in the Decision Document, the Statement of Work, RD Work Plan, RA Work Plan, and any other schedules or plans required to be submitted pursuant to this Consent Order, including operation and maintenance.

### III. JURISDICTION

A. The Court has jurisdiction to issue this Consent Order and over the Parties consenting for purposes of entering the Consent Order. The Parties shall not challenge this Court's jurisdiction to enter and enforce this Consent Order. This provision is not intended to confer jurisdiction for any matter not resolved or encompassed by entry of this Consent Order.

### IV. PARTIES BOUND

A. This Consent Order applies to and is binding upon the undersigned Parties, and their successors and assigns. The undersigned representative of each Party to this Consent Order certifies that he or she is fully authorized by the Party or Parties whom he or she represents to enter into the terms and conditions of this Consent Order and to execute and legally bind that Party to this Consent Order.



B. The Campbells, the Settling Defendants, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants are ordered and enjoined to provide a copy of this Consent Order to each general contractor and/or consultant which such party or parties employ to perform the Work itemized herein. Each general contractor and/or consultant shall provide a copy of this Consent Order to each of its subcontractors and/or subconsultants for such Work. The provisions of this Consent Order shall apply and be binding upon each general contractor/consultant and subcontractor/subconsultant as agents of the Campbells, the Settling Defendants, Medina, Montville and Wadsworth, and/or the Settling Third-Party Defendants.

V. EFFECTIVE DATE

This Consent Order shall be effective upon the date of its entry by the Court.

VI. SATISFACTION OF LAWSUIT

A. The Campbells. Plaintiff alleges in its Fourth Amended Complaint that the Campbells owned and operated a solid and hazardous waste landfill at the Montville Facility in such a manner as to result in numerous violations of the solid and hazardous waste law and the water pollution control law of the State of Ohio, i.e., RC Chapters 3734. and 6111., and the rules adopted thereunder, and to create an environmental condition at the site which, inter alia, constitutes a substantial threat to

the public health or safety, is causing or contributing to, or threatening to cause or contribute to air pollution, and/or is creating a common law public nuisance and statutory nuisance which requires substantial remedial action. Compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability by the Campbells for all claims alleged in the Fourth Amended Complaint. The signing of this Consent Order by the Campbells is neither an admission nor denial of the allegations contained in Plaintiff's Fourth Amended Complaint. Nothing in this Consent Order shall be construed to limit the authority of Plaintiff to seek relief for violations or unknown conditions which occur or are made known after the Court's entry of this Consent Order.

B. The Settling Defendants and the Transporter Settling Defendants. Plaintiff alleges in its Fourth Amended Complaint that the Settling Defendants and the Transporter Settling Defendants placed, or caused to be placed, solid and/or hazardous waste and/or industrial waste at the Montville Facility in such a manner as to result in violations of the solid and hazardous waste law and the water pollution control law of the State of Ohio, i.e., RC Chapters 3734. and 6111., and the rules adopted thereunder, and to create an environmental condition at the Site which, inter alia, constitutes a substantial threat to the public health or safety, is causing or contributing to, or threatening to cause or contribute to, air pollution, and/or is creating a common law public nuisance and a statutory nuisance which requires

substantial remedial action. Compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability by the Settling Defendants and the Transporter Settling Defendants for all claims alleged in the Fourth Amended Complaint. The signing of this Consent Order by the Settling Defendants and the Transporter Settling Defendants is neither an admission nor denial of the allegations contained in Plaintiff's Fourth Amended Complaint. Nothing in this Consent Order shall be construed to limit the authority of Plaintiff to seek relief for violations which occur after or unknown conditions which are made known after the Court's entry of this Consent Order, except as expressly provided herein.

C. Defendants the County, Medina, Montville and Wadsworth. Third-Party Plaintiffs allege in the Amended Third-Party Complaint that Defendants the County, Medina, Montville and Wadsworth generated, transported, placed, or caused to be placed, solid and/or hazardous waste and/or industrial waste of the Montville Facility in such a manner as to result in violations of the solid and hazardous waste law and the water pollution control law of the State of Ohio, i.e., RC Chapters 3734. and 6111., and the rules adopted thereunder, and to create an environmental condition at the Site which, inter alia, constitutes a substantial threat to the public health or safety, is causing or contributing to, or threatening to cause or contribute to, air pollution, and/or is creating a common law public nuisance and a statutory nuisance which requires substantial remedial action. The Amended Third-Party

Complaint also alleges that the County and Montville agreed to the use of the Montville Facility for the disposal of hazardous waste and supervised and controlled the operation of the Montville Facility by contracts and arrangements with the Campbells. Compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability by Defendants the County, Medina, Montville and Wadsworth for all claims alleged in the Amended Third-Party Complaint and in the Fourth Amended Complaint. The signing of this Consent Order by Defendants the County, Medina, Montville and Wadsworth is neither an admission nor a denial of the allegations contained in Third-Party Plaintiffs' Amended Third-Party Complaint or Plaintiff's Fourth Amended Complaint. Nothing in this Consent Order shall be construed to limit the authority and/or right of Third-Party Plaintiffs or Plaintiff to seek relief for violations which occur or unknown conditions which are made known after the Court's entry of this Consent Order.

D. The Settling Third-Party Defendants. Third-Party Plaintiffs allege in the Amended Third-Party Complaint claims for indemnification, contribution, and declaratory relief, which claims were based on the claims and allegations in Plaintiff's Fourth Amended Complaint, against the Settling Third-Party Defendants and non-settling Third-Party Defendants. Compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability by the Settling Third-Party Defendants to the Third-Party Plaintiffs, the Settling Defendants, and Plaintiff for all

claims alleged in the Amended Third-Party Complaint and the Fourth Amended Complaint. The signing of this Consent Order by the Settling Third-Party Defendants is neither an admission nor denial of the allegations contained in the Amended Third-Party Complaint. Nothing in this Consent Order shall be construed to limit the authority and/or right of Third-Party Plaintiffs or Plaintiff to seek relief for violations which occur or unknown conditions which are made known after the Court's entry of this Consent Order.

#### VII. RIGHT OF ENTRY CLAUSE

A. The Campbells are ordered and enjoined not to interfere and to give consent to Plaintiff, the Settling Defendants, and Medina County, Medina, Montville, and/or Wadsworth, their agents, employees, consultants or other designees, or designees of the Court to enter into and onto the Montville Facility, without a search warrant, to inspect, to take soil, water and other samples, and/or to observe and perform the Work being conducted at the Montville Facility that is required by this Consent Order. The Campbells are further ordered and enjoined not to remove any structures from the facility and to make them available as needed by the Settling Parties to perform the Work. The Settling Defendants shall maintain the buildings during the period the buildings are used. All costs or expenses associated with any required maintenance or the removal of any structures shall be paid from the Montville Implementing Trust funds. Nothing in this Consent Order shall be construed to limit Plaintiff's statutory

or permit authority under RC Chapters 3734. or 6111., or the rules adopted thereunder, to conduct inspections, surveys and/or to take samples.

B. To the extent that the Facility or other areas where Work is to be performed hereunder are presently owned by persons other than the Campbells, except as otherwise provided above, Settling Defendants shall use best efforts to secure from such persons access for Settling Defendants, architects, engineers, and contractors, Plaintiff, and its authorized representatives, as necessary to effectuate this Consent Order. If access is not obtained within 60 days of the date of entry of this Order, Settling Defendants shall promptly notify Plaintiff.

If Plaintiff determines that the Settling Defendants have used their best efforts to obtain access, Plaintiff thereafter shall assist Settling Defendants in obtaining access, to the extent necessary to effectuate the remedial action for the Facility. If the Settling Defendants must obtain access to or perform remedial work on property contiguous to the Facility, the Campbells are ordered and enjoined to accept title to that portion of the property necessary to perform the remedial work if the owners of such property desire or are ordered to convey title to such property as a result of the Work. Any such conveyance must be completed within one year of the completion of the capital construction aspects of the Work. Any and all costs and expenses incurred or required to convey said property, including but not limited to acquisition costs,

survey costs, legal fees, title fees and conveyance tax shall be paid from the Montville Implementing Trust funds. The provisions in this paragraph are supplemental to and in no way limit Medina County's obligations set forth in paragraphs I and J of Article IX of this Consent Order.

#### VIII. NOTICE OF ACCESS AGREEMENT AND DECLARATION

A. Terms of Access Agreement and Declaration. The Campbells are ordered and enjoined to execute the Access Agreement, attached as Appendix F, and Declaration to Grant Access. The Campbells are ordered and enjoined to record said Declaration at the Recorder's office for Medina County, Ohio within five (5) calendar days of the Court's entry of this Consent Order.

B. Grant of Control Provision. As a condition of this Consent Order, the Access Agreement and Declaration provide that the Campbells grant necessary access and control to Plaintiff, the Settling Defendants, Defendants the County, Medina, Montville and Wadsworth and/or their architects, engineers, or contractors, or any other person chosen by Plaintiff, the Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, or this Court so that the necessary Work, referenced in Article IX, may be conducted at the Montville Facility.

C. Restrictions on Use and Conveyance of the Montville Facility. The Campbells are permanently ordered and enjoined to comply with the terms of the Access Agreement and

Declaration, specifically including, but not limited to, that the Campbells, their employees or agents, anyone acting in concert with them, any successor, heir or legatee, or anyone who will live on property, presently or in the future, owned by the Campbells that abuts the Montville Facility are prohibited from entering upon or using the Montville Facility during the duration of the Access Agreement and Declaration. The Campbells and their heirs are further ordered and enjoined not to sell or transfer any interest in real property which comprises the Montville Facility, except for the transfer of any interest through operation of law upon the death of Florine O. Campbell.

#### IX. PERMANENT INJUNCTION

A. In addition to the injunctive relief provided in other portions of this Consent Order, the Campbells, their heirs and legatees are hereby permanently ordered and enjoined to immediately comply with the provisions of RC Chapters 3734. and 6111., and the rules adopted thereunder, and to cease operating a solid and/or hazardous waste storage, treatment or disposal facility at the Montville Facility.

B. In addition to the injunctive relief provided in other portions of this Consent Order, the Settling Defendants are hereby permanently ordered and enjoined to: 1. immediately comply with the provisions of RC Chapters 3734. and 6111., and the rules adopted thereunder as they apply to the Facility once the leachate control system required by the Statement of Work is operational; 2. eliminate unlawful pollution of waters of



the state emanating from the Montville Facility once the leachate control system required by the Statement of Work is operational; and 3. perform the Work necessary to correct the conditions at the Montville Facility cited in the Record of Decision, and any amendments, which is attached as Appendix G, and is incorporated by reference herein. The Work shall include, at a minimum, provisions for the construction of a clay cap and a leachate control system and the operation and maintenance of the Site.

C. In order to comply with the provisions of paragraph B of this Article, the Settling Defendants are ordered and enjoined to perform the following tasks:

1. Within sixty (60) calendar days of the Court's entry of this Consent Order, the Settling Defendants are ordered and enjoined to submit to the Ohio EPA a Statement of Work for the remedial design and remedial action at the Montville Facility. The remedial design and remedial action shall be consistent with the Decision Document as based on the Woodward-Clyde Consultants' recommended remedy. Upon final approval by the Ohio EPA, the Settling Defendants are ordered and enjoined to perform the Work required by the SOW for the Site. The final approved SOW shall become an enforceable part of this Consent Order.
  
2. Within sixty (60) calendar days after receiving notice of approval by the Ohio EPA of the SOW, the

Settling Defendants are ordered and enjoined to submit an RD Work Plan to the Ohio EPA for the remedial design and remedial action at the Montville Facility. The RD Work plan must be developed in conformity with the SOW and any additional guidance documents as set forth in the List of Guidance Documents which is attached to this Consent Order as Appendix H and which is incorporated by reference herein. Notwithstanding Settling Defendants' agreement to perform the Work in conformance with the guidance documents listed in Appendix H, Settling Defendants do not agree or concede that said guidance documents developed pursuant to CERCLA are legally applicable to the Work by any statute, regulation or law. However, Plaintiff believes said guidance documents would, even in the absence of this Consent Order, be independently legally applicable to the Work. Upon final approval by the Ohio EPA, the Settling Defendants are ordered and enjoined to perform the tasks set forth in the RD Work Plan for the Site. The final approved RD Work Plan shall become an enforceable part of this Consent Order.

3. The Settling Defendants are ordered and enjoined to include in the RD Work Plan submittal the following project plans: a. sampling and analysis plan governing the groundwater, leachate and the surface water sampling and monitoring as required in the SOW

and any other remedial design activities; b. health and safety/contingency plan governing remedial design activities; c. quality assurance project plan governing remedial design activities; and d. schedule for implementation of the remedial design tasks and for submittal of RD reports. Upon final approval by the Ohio EPA of these project plans, the Settling Defendants are ordered and enjoined to perform the tasks set forth in each plan for the remedial action at the Site. The final approved version of each project plan listed in this subparagraph shall become an enforceable part of this Consent Order.

4. The Settling Defendants are ordered and enjoined to submit to the Ohio EPA the following additional documents in support of the design of the remedial action for the Montville Facility:

- a. Quantitative risk assessment of the risks to public health and the environment posed by environmental media contaminated by wastes at the site. The risk assessment will be performed as described in the Decision Document and according to the guidance documents set forth in Appendix G to this Consent Order. The risk assessment will define existing risks posed by current site conditions. The results of the risk assessment will be used to define media and route specific performance standards for the implementation of the Remedial Design and the Remedial Action as described in the Decision Document.
- b. Design Criteria Document for the remedial design for remedial action

at the Site. The Design Criteria Document shall establish the basis for the design of the remedial action, and shall be developed in conformity with the SOW, the performance standards developed from the risk evaluation and the guidance documents set forth in Appendix G to this Consent Order.

- c. Preliminary (30 percent) Design Plans for the remedial action. Such Preliminary Design plans shall set forth the technical requirements of the elements of the design in sufficient detail to allow determination of whether the final design shall provide a functioning remedial action that will meet the requirements of this Consent Order. The Preliminary Design shall provide sufficient detail to support permit applications for any pollution control systems that require such permits. All such permit applications shall be filed at or prior to the time of the Preliminary Design submittal and OEPA agrees to process in a timely manner any permit application necessary to perform the Work. The Preliminary Design shall include all necessary supporting data and documentation and design calculations reflecting the same percentage of completion as the designs they support.
- d. Pre-final (95 percent) Design Plans for the remedial action at the Site. These plans shall include all supporting data and documentation, and design calculations reflecting the same percentage of completion as the designs they support.
- e. Final Design Plans for the remedial action at the Site. The Final Design Plans shall include all supporting data and final design calculations and analysis,

final design drawings, and  
construction and engineering  
specifications ready for bidding.

The Settling Defendants are ordered and enjoined to develop a schedule of implementation setting forth the time frames within which each design document shall be developed. Said schedule of implementation shall be included in the RD Work Plan. Once the RD Work Plan is approved by the Ohio EPA, the Settling Defendants are ordered and enjoined to comply with the schedule of implementation pertaining to the documents identified in this subparagraph.

5. Within sixty (60) calendar days after approval of the Pre-final (95 percent) Design Plans, the Settling Defendants are ordered and enjoined to submit a Draft RA Work Plan to the Ohio EPA for the remedial action at the Site. The Draft RA Work plan shall be developed in conformity with the SOW and the guidance documents listed in Appendix H.

6. The Settling Defendants are ordered and enjoined to include in the Draft RA Work Plan submittal the following project plans: a. RA sampling and analysis plan governing groundwater and surface water sampling and monitoring as required in the SOW and any remedial action sampling activities; b. RA health and safety/contingency plan governing remedial action activities; c. RA quality assurance project plan

governing remedial action activities; and d. RA operation and maintenance plan for the remedial action. The operation and maintenance plan shall include plans for start-up operation and maintenance and long term operation and maintenance. The start-up operation and maintenance plan shall specify operation and maintenance tasks that will be required during and immediately following construction to insure that all systems are operating within the designed parameters. The Draft RA Work Plan shall also include a schedule for implementation of the remedial action tasks and for submittal of RA reports.

7. Within thirty (30) calendar days after receipt of the Ohio EPA's comments on the Draft RA Work Plan, the Settling Defendants are ordered and enjoined to submit the Final RA Work Plan containing the final plans, construction specifications and schedules for performance of the remedial action at the Montville Facility. The schedules developed in the Final RA work plan will be contingent on the date of approval of the Final Design plans listed in Article IX, paragraph D, subparagraph 4.e. The final RA Work Plan shall govern the conduct of construction, sampling, monitoring, operation and maintenance of the remedial action by the Settling Defendants. Upon final approval by the Ohio EPA, the Settling Defendants are ordered and enjoined to perform the tasks set forth in

the final RA Work Plan for the remedial action of the Site. The final approved RA Work Plan shall become an enforceable part of this Consent Order.

8. All required documents submitted to Plaintiff pursuant to Article IX of this Consent Order, other than the periodic reports required to be submitted pursuant to Article XIII, hereinafter referred to as "documents", are subject to review, modification and approval by the Ohio EPA. Any modification or disapproval by the Ohio EPA will state the basis for same.

9. The Ohio EPA Project Manager will notify the Settling Defendants, in writing, of approval or disapproval of each document, or any part. In the event of any disapproval, the Ohio EPA will specify, in writing, any deficiencies and required modifications to the document and the reasons therefor.

10. In accordance with the schedule to be set forth in the Statement of Work, the Settling Defendants are ordered and enjoined to, within the periods set forth therein for response after receipt of any Ohio EPA document disapproval, submit to the Ohio EPA a revised document which incorporates the modification required by the Ohio EPA.

11. Remedial Action. The Settling Defendants are ordered and enjoined to perform the elements of the remedial action in accordance with the performance

schedules set forth in the SOW. The Settling Defendants are further ordered and enjoined to commence implementation of the Work detailed in the Final Design Plans and RA Work Plan, in accordance with the schedule in those documents, within ten (10) business days of receipt of approval of the Final RA Work Plan by the Ohio EPA, and proceed with and complete the several aspects of the Work according to said schedules. Unless otherwise directed by the Ohio EPA, the Settling Defendants are ordered and enjoined not to commence field construction activities until the Ohio EPA approves the RA Work Plan. All work shall be conducted in a manner not inconsistent with the National Contingency Plan, those documents listed in Appendix H, and the requirements of this Consent Order.

D. If, at any time, it is determined by Ohio EPA or Settling Defendants that the remedy does not protect human health or the environment, Settling Defendants are ordered and enjoined to:

1. identify existing conditions at the site, including those that are not protective of human health or the environment;

2. submit a Work Plan, subject to Ohio EPA approval, detailing additional remedial action which will meet Performance Standards, as defined herein, and which is necessary to protect human health and the environment. Such remedial action must be



consistent with the law and regulations in effect at that time. Where permitted by law, the Plaintiff agrees that the Settling Defendants will not be required to implement technologies other than those described in the Decision Document unless it is demonstrated that those technologies have repeatedly failed or can not be made to meet the performance standards defined in Appendix L;

3. implement the work outlined in the approved Work Plan.

The final approved Work Plan shall become an enforceable part of this Consent Order.

E. Defendants Medina, Montville and Wadsworth are ordered and enjoined, in accordance with the Final RD and RA Work Plan, to perform the tasks described in the Operation and Maintenance Agreement attached hereto as Appendix I, which is incorporated fully by reference herein.

F. Subject to Medina County's approved NPDES permit, No. 3PK00004\*GD, and any renewals or modifications thereof, and/or any other permit, law, regulation or standard Medina County agrees and is ordered and enjoined to accept for treatment at its Sewer District 500 wastewater treatment plant, or any successor treatment plant thereto (the "Treatment Plant") all qualifying leachate generated by the leachate collection and/or pre-treatment facilities, if pre-treatment is necessary, at the Montville Facility, beginning after completion of construction of same along with other required Site work, subject to the following terms:

1. The Settling Defendants, or at the Settling Defendants' option, the Trust,

are enjoined and ordered to obtain from Medina County, and comply with the terms of, a standard industrial waste effluent discharge permit required under the Medina County Industrial Pre-treatment Program, as hereafter amended, modified or replaced by resolution of the Board of County Commissioners of Medina County (the "Pre-treatment Regulations"). A copy of the Pre-treatment Regulations in effect as of the entry of this Consent Order is attached as Appendix M and incorporated herein by reference. Upon the adoption by the County of any amendments, modifications or replacements of the Pre-treatment Regulations, such amended, modified or replaced regulations shall be filed with this Court and, except as provided in subparagraph 3 of this section, shall become incorporated into this Consent Order.

2. The Settling Defendants are ordered and enjoined to cause the leachate from the Montville Facility to be pretreated, if required, under applicable Pre-treatment Regulations prior to releasing said leachate into a sewer to be transported to the Treatment Plant.
3. For as long as effluent from the Facility is discharged into the Treatment Plant, the Settling Defendants or the Trust shall be deemed to be an "industrial user" subject to the same provisions of the Pre-treatment Regulations as would govern any other industrial user relating to such effluent, including but not limited to discharge limits, general discharge prohibitions, periodic reporting requirements, compliance monitoring, and enforcement and suspension provisions. The parties agree that this Consent Order does not affect or limit the County's regulatory authority under the Pre-treatment Regulations. The County agrees that it will not discriminate against the Settling Defendants or the Trust in any

manner and, accordingly, will treat them as any other industrial user and the County will not apply for or seek to have terms added to its NPDES permit which would prohibit or restrict the Treatment Plant from accepting leachate from the Facility, unless such prohibition or restriction is mandated by statutes or regulations of general application. Notwithstanding any provision of the Pre-treatment Regulations to the contrary, the County shall not suspend or terminate its acceptance of leachate from the Facility except by judicial order or decree; and any appeal of any final County administrative order under the Pre-treatment Regulations or any proceeding or enforcement action requiring judicial action under the Pre-treatment Regulations shall be submitted for determination to this Court by motion, with service upon all parties against whom relief is sought, in accordance with the Ohio Rules of Civil Procedure. Pending such judicial proceedings or appeals, any enforcement orders issued by the County may be stayed by the Court. Where appropriate, the Court may condition the stay of a County enforcement order upon the posting of an adequate supersedeas bond. Appeal from any final order entered by this Court thereupon may be taken in accordance with applicable state law.

G. In the event that: 1. the Settling Defendants fail to meet any of the requirements set forth in Paragraphs G through J of this Article; or 2. the treatment of the leachate causes Medina County to violate the terms of its NPDES permit, No. 3PK00004\*GD, and any renewals or modifications thereof, and/or any other applicable law, regulation or standard or subjects the County to extraordinary additional regulatory or technical requirements solely because the source of the

leachate is a Facility, Medina County will have the right to apply to this Court for an order directing the Settling Defendants to immediately cease discharging leachate from the Facility into the Treatment Plant until such time as the Settling Defendants remedy the breach or the non-complying effects of the leachate. The Settling Defendants shall indemnify the County from any fines or penalties imposed upon and paid by the County resulting solely from any effluent from the Landfill into the Treatment Plant which does not comply with the Pre-treatment Regulations, and shall indemnify the County from any physical damage to the Treatment Plant and any related facility caused solely by the leachate; provided, however, that said indemnification obligation shall terminate with respect to any such fines, penalties, or damage attributable to the County's failure to provide the Settling Defendants and/or the Trust with notice of such damaging or non-complying effects of the leachate promptly after such effects become known to the County.

H. For so long as the Settling Defendants qualify to discharge the leachate into the Treatment Plant, Medina County agrees to pay or deem paid the standard unit treatment charges and the industrial program surcharges that otherwise would be due for discharge of the leachate into the Treatment Plant. The initial standard tap-in fee shall be paid by the County. The Settling Defendants or the Trust shall pay all other costs and expenses, including the cost of any necessary leachate testing and sample analysis for priority pollutants.

I. The Settling Defendants are ordered and enjoined to bear all costs of constructing a sewer of sizes and material approved by Medina County and the Settling Defendants as set forth on the map attached as Appendix N hereto from the Montville Facility to a tap-in point along Medina County's existing trunk sewer line at a point southeast of Medina City located on Smith Road approximately one-quarter (1/4) of a mile west of River Styx Road, which tap will be permitted by Medina County ("the Sewer"). All portions of the Sewer installed in a public right-of-way will be deemed by the County to have been dedicated by the Settling Defendants. Any person wishing to tap into any such dedicated portion of the Sewer shall not be issued a permit to do so by the County until such person demonstrates, by evidence satisfactory to the County, that such person has paid to or for the benefit of the Settling Defendants an equitable fee as determined by the County using usual and customary factors. Medina County, at its sole effort, cost and expense, agrees to obtain, for the joint benefit of the Settling Defendants and Medina County, all licenses or easements from private landowners necessary to install the Sewer along a course approved by the County between the point of said tap in and the Montville Facility.

J. The Settling Defendants are ordered and enjoined to perform the remedial design/remedial action work required by this Consent Order under the direction and supervision of a qualified professional engineer. Prior to the initiation of any remedial design/remedial action work at the Montville

Facility, the Settling Defendants are ordered and enjoined to notify the Ohio EPA, in writing, of the name, title, and qualifications of the proposed engineer, and the names of principal contractors and/or subcontractors proposed to be used in carrying out the work to be performed pursuant to this Consent Order. Selection of any such engineer, contractor and or subcontractor shall be subject to approval by the Ohio EPA.

**X. EFFECT OF CONSENT ORDER**

This Consent Order shall not constitute authorization or approval of the construction of any physical structure or facilities, or the modification of any existing solid and/or hazardous waste facility, i.e., the Montville Facility, or any municipal wastewater treatment plant, i.e., the Medina County Sewer District 500 wastewater treatment plant, or its associated structures. Approval for any such construction or modification shall be by permit issued by the Director of Environmental Protection, or other such permits as may be required by applicable federal, state or local laws, rules or regulations.

**XI. PERIODIC REVIEW TO ASSURE PROTECTION OF HUMAN HEALTH AND ENVIRONMENT**

A. The Director of Environmental Protection will review the remedial action at the Montville Facility at least every five (5) years after the Court's entry of this Consent Order to assure that human health and the environment are being

protected by the remedial action being implemented. The review outlined in this Article shall not be construed so as to conflict with the Director's authority to inspect the Site set forth in Article VII above.

B. During the pendency of this Consent Order, upon completion of each five (5) year review pursuant to this Article, the Director of Environmental Protection will notify the Settling Defendants of his determination regarding the effectiveness of the remedy in protecting human health and the environment.

C. If the Director of Environmental Protection determines that further response action is appropriate at the Montville Facility, then, consistent with this Consent Order, the Director pursuant to RC Chapters 3734. and 6111., and the rules adopted thereunder, may take the following actions: 1. institute proceedings against Defendant Tru-Fit Corporation to recover the Ohio EPA's response costs and oversight costs incurred in such action; or 2. exercise any lawful authority, including issuance of an administrative order or initiation of judicial proceedings, to compel Settling Defendants and/or any other person to perform additional response action to assure protection of human health and the environment with respect to conditions not covered by this Consent Order.

## **XII. QUALITY ASSURANCE**

A. The Settling Defendants are ordered and enjoined to use quality assurance, quality control, and chain of custody

procedures in accordance with the Ohio EPA's Guidelines and Specifications for Preparing Quality Assurance Project Plans", Ohio EPA, March, 1990 and subsequent amendments to such guidelines upon notification to the Settling Defendants of such amendments by the Ohio EPA. Prior to the commencement of any monitoring project under this Consent Order, the Settling Defendants are ordered and enjoined to submit a QAPP to the Ohio EPA that is consistent with the Statement of Work and applicable guidelines. Prior to preparation of the QAPP, the Settling Defendants' representatives, including the Settling Defendants' Project Manager and persons in charge of laboratory analyses for the project, are ordered and enjoined to meet with the Ohio EPA Project Manager and DERR to discuss QAPP related matters. The Ohio EPA, after review of the Settling Defendants' QAPP, will notify the Settling Defendants of any required modifications, conditional approval, disapproval, or approval of QAPP. Upon notification of disapproval or modifications, the Settling Defendants are ordered and enjoined to make all required modifications in the RA QAPP within thirty (30) calendar days of such notification subject to the dispute resolution provisions of Article XVI.

B. The Settling Defendants are ordered and enjoined to require in all contracts or agreements for performance of any laboratory work in connection with the Montville Facility that Ohio EPA personnel, and authorized representatives of the Ohio EPA, shall be allowed access during regular business hours to any laboratory utilized by the Settling Defendants in



implementing the provisions of this Consent Order. In addition, the Settling Defendants are ordered and enjoined to have a designated laboratory analyze samples submitted by the Ohio EPA for quality assurance monitoring.

### XIII. REPORTING REQUIREMENTS

A. The Settling Defendants are ordered and enjoined to submit written quarterly progress reports to the Ohio EPA which:

1. describe the actions, and any corrective actions directed toward problem areas, which have been taken toward achieving compliance with this Consent Order during the previous quarter;
2. include all results of sampling and tests and all other data received by the Settling Defendants and the County during the course of the Work during the previous quarter;
3. include a listing of all plans and procedures completed under the Work Plan during the previous quarter;
4. describe all actions, data and plans which are scheduled for the next quarter, and provide other information regarding percentage of completion and any other plans required to be submitted pursuant to this Consent Order; and
5. identify each failure during the previous quarter to attain any deadline identified in Article IX above.

The Settling Defendants are ordered and enjoined to submit said progress reports to the Ohio EPA by the thirtieth (30th) day of each quarter following the Court's entry of this Consent Order, until the completion of all construction required under the RA Work Plan. Thereafter, the Settling Defendants are ordered and enjoined to

submit annual progress and evaluation reports one (1) year and one (1) month following completion of all construction, and annually thereafter until Plaintiff, the Ohio EPA and the Settling Defendants agree that such reports are either unnecessary or may be prepared and submitted less frequently.

B. If the date for submission of any item or notification required by this Consent Order falls upon a weekend or state or federal holiday, the time period for submission of that item or notification is extended to the next business day following the weekend or holiday.

C. Nothing in this Consent Order releases Settling Defendants from any reporting requirements under Ohio law. Upon the occurrence of any event during performance of the Work at the Montville Facility which requires reporting to the Director of Environmental Protection, the Settling Defendants are ordered and enjoined to orally or in writing notify the Ohio EPA Project Manager, within twenty-four (24) hours, in addition to any report required by law. Within twenty (20) calendar days of the onset of such an event, the Settling Defendants are ordered and enjoined to furnish to Plaintiff and the Ohio EPA a written report setting forth the events which occurred and the measures taken, and to be taken, in response.

#### XIV. DESIGNATED SITE AND PROJECT COORDINATORS

A. The Ohio EPA will designate a Site Coordinator for the Montville Facility, and Plaintiff may designate other representatives including State employees, and State

contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Order. The Site Coordinator shall have the authority lawfully vested in a Remedial Project Manager under the National Contingency Plan, 40 CFR Part 300. In addition, the Site Coordinator is hereby given the authority to halt, conduct or direct any Work required by this Consent Order, and to take any necessary response actions when conditions at the Montville Facility may present an imminent and substantial endangerment to public health or welfare or the environment. The Settling Defendants are ordered and enjoined to designate a Project Coordinator who shall have primary responsibility for implementation of the Work required under this Consent Order at the Montville Facility. The absence of the Ohio EPA Site Coordinator from the Site will not be cause for stoppage of work unless otherwise provided herein.

B. Nothing in this Article shall limit the authority of the Ohio EPA Site Coordinator and/or other State and local officials under any applicable law, including RC Chapters 3704., 3734., 3745., 3767. and 6111., and the rules adopted thereunder, to undertake actions not otherwise provided for in this Consent Order at the Montville Facility in response to conditions which may present an immediate hazard and nuisance to public health, safety, welfare or the environment.

C. To the maximum extent possible, except as provided in this Consent Order, communications between the Ohio EPA and the Settling Defendants concerning the implementation of the Work

under this Consent Order shall be made between the Ohio EPA's Site Coordinator and Settling Defendants' Project Coordinator. The Site Coordinator and Project Coordinator shall attempt to resolve disputes informally through good faith discussion on the technical issues.

D. Within twenty (20) calendar days of the Court's entry of this Consent Order, the Ohio EPA and the Settling Defendants shall notify each other, in writing, of the name, address and telephone number of their respective Site Coordinator and designated Project Coordinator and Alternate Site Coordinator and Project Coordinator.

E. Both the Ohio EPA and the Settling Defendants have the right to change their Coordinators. Within five (5) calendar days of a change in either the Site Coordinator or Project Coordinator and/or the Alternate Site Coordinator or Project Coordinator, the Ohio EPA and the Settling Defendants shall notify each other, in writing, of the name, address and telephone number of the new Coordinators and/or Alternate Coordinators.

#### XV. POTENTIAL FORCE MAJEURE CLAUSE

In any action to enforce any of the provisions of this Consent Order the Settling Defendants, Defendant the County, Medina, Montville, and Wadsworth may raise at that time the question of whether they are entitled to a defense that their conduct was caused by reasons beyond their control such as, by way of example and not limitation, act of God, unusually severe

weather conditions, strikes, acts of war or civil disturbances, or orders of any regulatory agency. While Plaintiff does not agree that such a defense exists, it is, however, hereby agreed upon by these Settling Parties that it is premature at this time to raise and adjudicate the existence of such a defense and that the appropriate point at which to adjudicate the existence of such a defense is at the time that a dispute arises and/or an enforcement action, if any, is commenced. Acceptance of this Consent Order without a force majeure clause does not constitute a waiver by the Settling Defendants and/or Defendant the County of any rights or defenses they may have under applicable State law.

#### XVI. DISPUTE RESOLUTION

A. The following items, including the time frames for implementation of such items, are subject to dispute resolution as set forth in this Article:

1. Statement of Work;
2. RD Work Plan;
3. Sampling and Analysis Plan;
4. Health and Safety/Contingency Plan;
5. Quality Assurance Project Plans;
6. Schedule of Implementation;
7. Quantitative Risk Assessment;
8. Design Criteria Document;
9. Preliminary and Final Design Plans;
10. Final RA Work Plan; and

11. Modifications pursuant to Article XXII.

B. If the Settling Defendants seek review of the Ohio EPA's actions set forth in Paragraph A above, they shall notify the Ohio EPA, in writing, of their objections, detailing their position and the basis therefor and their proposed resolution within seven (7) calendar days of receipt of notice of disapproval. After receipt by the Ohio EPA of the objection by the Settling Defendants the Ohio EPA and the Settling Defendants have an additional five (5) calendar days to reach agreement. The Ohio EPA and the Settling Defendants acknowledge and agree to use their best efforts to informally and in good faith resolve all disputes. This five (5) day period may be extended upon mutual consent of the Ohio EPA and the Settling Defendants. If the Ohio EPA and the Settling Defendants cannot resolve the dispute(s) within the five (5) calendar day period the Settling Defendants retain their right to contest such action. If the Settling Defendants wish to pursue a review of the Ohio EPA's action, they may petition the Court for review within five (5) calendar days after receipt of written notice from the Director that the disputed matter was not resolved under the procedures specified in this provision. Failure to petition the Court in the manner prescribed in this Paragraph bars the Settling Defendants from challenging the Ohio EPA's action in this and/or any other administrative or judicial proceeding.

C. The Court shall affirm the Ohio EPA's action unless the Settling Defendants demonstrate to the Court by a

preponderance of the evidence that the Ohio EPA's decision disapproving the disputed matters set forth in paragraph A above is "unreasonable or unlawful" as that phrase is used in R.C. §3745.05, as interpreted under Ohio law.

D. Settling Defendants are ordered and enjoined to continue all work which is not dependent on the resolution of the dispute. If the Court does not decide the dispute within forty-five (45) calendar days after the date of the filing of the petition, the Settling Defendants are ordered and enjoined to continue the Work pursuant to the Ohio EPA determination on the challenged action until such time, if any, as the Court rules otherwise.

**XVII. RETENTION AND AVAILABILITY OF INFORMATION**

A. The Settling Defendants and Defendant the County are ordered and enjoined to retain:

1. all documents relating to the characteristic or presence of waste at the Montville Facility; and
2. all documents relating to the investigation and remedial action at the Montville Facility.

Further, the Settling Defendants, and Defendant the County are ordered and enjoined to require contractors and/or subcontractors to provide and/or make available copies of all documents relating to the Facility and to remedial action at the Facility.

B. The Settling Defendants and Defendant the County are ordered and enjoined to retain the documents identified in paragraph A of this Article in a medium approved by Plaintiff.

Such medium may include, originals or electronically produced copies. Settling Defendants and Defendant the County agree to stipulate to the authenticity of any documents retained pursuant to this Article in any proceeding or any action to enforce provisions of this Consent Order.

C. The Settling Defendants and Defendant the County are ordered and enjoined to retain the documents identified in paragraph A of this Article until such time as: 1. the Plaintiff approves of destruction; or 2. the documents are provided to Plaintiff.

D. The Settling Defendants, and Defendant the County may assert trade secret claims in accordance with applicable State law with respect to documents retained pursuant to paragraph A. of this Article.

E. The Settling Defendants and Defendant the County may not assert a claim of confidentiality with respect to information acquired or generated in performing the Work pursuant to this Consent Order.

#### XVIII. TRUST AGREEMENT AND COMMITMENT TO TRUST CLAUSE

A. Establishment of Trust. The Settling Defendants are ordered and enjoined to establish a trust or other entity to implement the Work set forth in Article IX of this Consent Order and to oversee the long-term operation and maintenance of the remediated Montville Facility, within thirty (30) calendar days of the Court's entry of this Consent Order.



B. Commitment of the Settling Defendants to the Trust.

The selection of a Trustee and the terms of the Montville Implementing Trust agreement are subject to the approval of Plaintiff and the Ohio EPA. Within thirty (30) calendar days of final approval of the Trustee and the terms of the Montville Implementing Trust agreement by Plaintiff and the Ohio EPA, the Settling Defendants are ordered and enjoined to perform the terms of the trust agreement, which will be attached as Appendix E; to deposit 100% of the estimated cost of the remediation and operation and maintenance of the Montville Facility, which is currently \$5.57 million less credits for amounts already paid by Settling Defendants. The Settling Defendants are ordered and enjoined to deposit additional funding at such times as are necessary, to perform the remediation and operation and maintenance. The final approved trust agreement shall be deemed an enforceable part of this Consent Order.

C. Commitment of the Campbells to the Trust. Upon the later of, the approval from the Medina County Probate Court for the Executor of the Campbells to settle and compromise Plaintiff's claims against the Campbells pursuant to O.R.C. §2117.05 or within thirty (30) calendar days of final approval of the Trustee and the terms of the Montville Implementing Trust agreement by Plaintiff and the Ohio EPA, the Campbells are ordered and enjoined to pay to the Trustee for the Montville Implementing Trust fifty thousand dollars (\$50,000.00) towards the cost of the remediation of the

Montville Facility. Thereafter the Campbells are ordered and enjoined to deposit with the Trustee for the Montville Implementing Trust fifty thousand dollars (\$50,000.00) on the one (1) year anniversary of entry of the Consent Order and twenty-five thousand dollars (\$25,000.00) on the two (2) year anniversary of entry of the Consent Order. The Campbells are ordered and enjoined to provide as security for the seventy-five thousand dollars (\$75,000.00) due and owing on the first and second anniversary, a certificate of deposit in that amount, in a local bank, subject to the final approval of Plaintiff and the Ohio EPA.

D. Commitment of the Transporter Settling Defendants

Within thirty (30) days after the Court's entry of this Consent Order, each Transporter Settling Defendant is ordered and enjoined to pay to the Montville Implementing Trust ten thousand dollars (\$10,000.00). The financial obligations of this Consent Order shall terminate as to each Transporter Settling Defendant upon said Defendant's demonstration that it has satisfactorily completed its obligations under this Article, and upon motion of Plaintiff.

E. Commitment of Settling Third-Party Defendants.

Within forty-five (45) days after the Court's entry of this Consent Order, the Settling Third-Party Defendants are ordered and enjoined to pay to the Montville Implementing Trust, or such other account as specified by the Third-Party Plaintiffs, by certified check, the amounts set forth in Appendix J of this Consent Order. The financial obligations of this Consent Order

shall terminate as to each Third-Party Defendant upon said Defendant's demonstration that it has satisfactorily completed its obligations under this Article, and upon motion of Plaintiff. By consenting to the entry of this consent order Settling Third-Party Defendants are not acknowledging or admitting any liability as to the Third-Party Amended Complaint.

**XIX. CONTRIBUTION PROTECTION**

A. CERCLA. In consideration of the mutual promises of the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants set forth in this Consent Order, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees that the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants shall be entitled to protection from actions for contribution as afforded by CERCLA §113(F)(2), 42 U.S.C. §9613(F)(2).

B. Ohio Revised Code. In consideration of the mutual promises of the Campbells, the Settling Defendants, the Transporter Settling Defendants, and Defendant the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, set forth in this Consent Order, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees that the Campbells, the Settling Defendants, the Transporter Settling Defendants, and Defendant

the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants shall be entitled to protection from actions for contribution as afforded by RC Section 2307.32(F). For purposes of RC Section 2307.32(F), the contribution protection granted the Campbells, the Settling Defendants, the Transporter Settling Defendants, and Defendant the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants is given in good faith by Plaintiff, and fully discharges these Settling Parties from all liability for contribution to any other Settling Defendant, Non-Settling Defendant, Third-Party Plaintiff, Third-Party Defendant, PRP, or other alleged tortfeasor.

C. Pursuant to RC Section 2307.31(B), Plaintiff does hereby waive and release all claims which are the subject of the Fourth Amended Complaint as to any and all non-settling Third-Party Defendants.

#### **XX. NOTICE CLAUSE**

Whenever, under the terms of this Consent Order, notice is required to be given, a report or other document is required to be forwarded by one Party to another, or service of any papers or process is necessitated by the dispute resolution provisions of Article XVI above, such correspondence shall be directed to the following individuals or their designated successors, at the addresses specified below:

1. The Director of Environmental Protection  
Ohio Environmental Protection Agency  
Attn: Manager of the Technical  
and Program Support Sections  
1800 WaterMark Drive  
Columbus, Ohio 43266-0149

2. Ohio Environmental Protection Agency  
Attn: OEPA Site Coordinator  
Northeast District Office  
2110 East Aurora Road  
Twinsburg, Ohio 44087

3. Cynthia P. Lyman  
Assistant Attorney General  
Environmental Enforcement  
30 East Broad Street, 25th Fl.  
Columbus, Ohio 43266-0410

Attorney for Plaintiff State Of Ohio

4. William W. Falsgraf, Esq.  
Baker & Hostetler  
3200 National City Center  
Cleveland, Ohio 44114

Attorney Representative who will provide the required  
notice to the other Settling Parties, except Plaintiff  
and Medina County

5. Stephen M. O'Bryan, Esq.  
Kelley, McCann & Livingstone  
35<sup>th</sup> Floor BP Building  
Cleveland, Ohio 44114

Attorney for Medina County

6. Kenneth W. Hotz  
Medina County Sanitary Engineer  
791 West Smith Road  
P.O. Box 542  
Medina, Ohio 44258

Where the contact persons and/or addresses listed above change,  
the affirmative duty rests with the Settling Party whose  
address has changed to inform the other Settling Parties, or  
their successors, of said change within five (5) calendar days.

**XXI. CONSISTENCY WITH NATIONAL CONTINGENCY PLAN**

The Ohio EPA acknowledges and agrees that the Work, where properly performed as set forth in Article IX, is not inconsistent with the provisions of the National Contingency Plan established pursuant to 42 U.S.C. §9605. Within sixty (60) days after entry of this Consent Order, Ohio EPA will inform U.S. EPA in writing that the remediation of the Montville Landfill, U.S. EPA identification number OHD982070104, is being addressed under state law and a Consent Order in a manner that Ohio EPA believes is consistent with the NCP, and will further request that U.S. EPA take no further action at said site at this time.

**XXII. MODIFICATION**

A. The SOW will embody a plan for remedial action at the Montville Facility which the Settling Parties believe will meet the Performance Standards pursuant to this Consent Order. In the event that one or more provisions of the SOW proves to be ineffective or is not protective of human health and the environment, the Ohio EPA or the Settling Defendants may request that relevant sections of the SOW be modified or supplemented to make better provisions, consistent with all the terms of this Consent Order, for additional or different remedial action(s). Such modifications or supplementations may include additional investigative work, removal and disposal of materials, or further protective measures. Any request for modification or supplementation of the SOW under this Article

shall describe the additional or different actions required, the reasons therefor and the schedule for completing such actions. The responses of the other Settling Parties shall be in writing and served upon all the Settling Parties.

B. Where the Settling Parties agree, modification of the SOW, and of documents developed pursuant thereto, may be effected by written agreement. A copy of the written agreement shall be filed with the Clerk of the Medina County Court of Common Pleas as an addendum to this Consent Order. Subject to the other provisions of this Consent Order, any documents which the Settling Defendants have submitted previous to, or are required to submit after the date of such modification shall be amended and resubmitted to the Director of Environmental Protection for re-approval following the procedures outlined in this Article. All documents in progress or which are required to be submitted after the date of such modification shall be consistent with such modification.

C. If modification or supplementation of the SOW requires alteration of the response action required under this Consent Order to an extent that brings it within the scope of the public participation requirements of RC Chapters 3734. and 6111., and the rules adopted thereunder, and/or the National Contingency Plan then in effect, the public shall be provided with notice and an opportunity to comment in accordance with said provisions. If amendments or modifications to the SOW are required pursuant to this Article, the Settling Defendants are ordered and enjoined to complete all Work in accordance with

the revised SOW, and such performance shall be subject to the enforcement provisions of this Consent Order.

#### **XXIII. COMMUNITY RELATIONS**

The Settling Defendants and Defendant the County are ordered and enjoined to cooperate with Plaintiff and the Ohio EPA in providing information relating to the remedial activities at the Facility to the public. As requested by Plaintiff and the Ohio EPA, the Settling Defendants are ordered and enjoined to participate in the preparation of and provision of technical information to be disseminated to the public or to be used in public meetings that may be held or sponsored by Plaintiff and/or the Ohio EPA to explain activities at or concerning the Montville Facility. The Settling Defendants and Defendant the County may take part in such public meetings.

#### **XXIV. CIVIL PENALTY**

In consideration of the mutual promises of the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants set forth in this Consent Order, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees to waive any and all claims for Civil Penalties as to the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, which were or which could have



been asserted in the Fourth Amended Complaint.

**XXV. OTHER MONETARY CLAIMS CLAUSE**

A. **Compensatory Damages.** In consideration of the mutual promises of the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees to waive all claims for Compensatory Damages as to the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, which were or which could have been asserted in the Fourth Amended Complaint.

B. **Punitive Damages.** In consideration of the mutual promises of the Campbells, the Settling Defendants, the Transporter Settling Defendants, and Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants set forth in this Consent Order, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees to waive all claims for Punitive Damages as to the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, which were or which could have been asserted in the Fourth Amended Complaint.

C. **Nuisance Tax.** In consideration of the mutual

promises of the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees to waive all claims for the Nuisance Tax as to the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, which were or which could have been asserted in the Fourth Amended Complaint.

D. Response Costs. In consideration of the mutual promises of the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees to waive all claims for past, present, and future response costs as to the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, which were or which could have been asserted in the Fourth Amended Complaint.

E. Oversight Costs. In consideration of the mutual promises of the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, and for good and valuable consideration, receipt of

which is acknowledged by Plaintiff, Plaintiff agrees to waive all claims for oversight costs as to the Campbells, the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, which were or which could have been asserted in the Fourth Amended Complaint.

**XXVI. NATURAL RESOURCES DAMAGES**

A. The Campbells. Plaintiff expressly reserves its right to pursue Natural Resources Damages against the Campbells, as owners and operators of the Montville Facility.

B. Other Settling Parties. In consideration of the mutual promises of the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants, set forth in this Consent Order, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees to waive all claims for Natural Resources Damages arising out of or emanating from the Montville Facility at any time prior to Ohio EPA's approval of completion of capital construction aspect of the remedy, as to the Settling Defendants, the Transporter Settling Defendants, Defendants the County, Medina, Montville and Wadsworth, and the Settling Third-Party Defendants. Performance of the provisions of this Consent Order by the Settling Parties named herein shall constitute their fair share reimbursement and/or payment to Plaintiff for Natural Resources Damages, if any, caused by these Settling Parties' actions in relation to the Montville

Facility.

**XXVII. COSTS OF THE ACTION**

A. The Campbells are ordered and enjoined to pay all court costs of this action which are assessed from the inception of said action in 1983 until March 6, 1987.

B. The Settling Defendants are ordered and enjoined to pay all court costs of this action which are assessed from March 7, 1987 until the Court's entry of this Consent Order.

**XXVIII. STIPULATED PENALTIES**

A. In the event that the Settling Defendants, fail to meet any of the document submittal deadlines of Article IX, Paragraphs C through J and Article XVIII, the Settling Defendants are ordered and enjoined to pay a stipulated penalty according to the following payment schedule:

1. For each day of failure to meet a requirement, up to fifteen (15) days--one hundred dollars (\$100.00) per day;
2. For each day of failure to meet a requirement, from sixteen (16) to thirty days (30)--two hundred dollars (\$200.00) per day;
3. For each day of failure to meet a requirement, from thirty-one (31) to forty-five (45) days--five hundred dollars (\$500.00) per day;
4. For each day of failure to meet a requirement, after forty-five days (45) days--five thousand dollars (\$5,000.00) per day. Any stipulated penalties after fifty-five (55) days are subject to review by the Court.

The penalties identified in this Article will not accrue when the performance date for any of the requirements of Article IX, Paragraphs C through J, and Article XVIII has been extended in writing by Plaintiff or Ohio EPA's site coordinator.

B. Any payment required to be made under the provisions of Paragraph A above shall be made by delivering to Plaintiff's counsel a certified check or checks for the appropriate amounts, within ten (10) business days from the date the default is cured, made payable to "Treasurer, State of Ohio" to be deposited into the Hazardous Waste Clean-Up Account, with a photo copy of the cover letter(s) and check(s) sent to the Fiscal Officer for DERR.

**XXIX. DISMISSAL OF CLAIMS BY THIRD-PARTY PLAINTIFFS**

A. Upon the Court's entry of this Consent Order, all claims, demands or causes of action asserted in the Amended Third-Party Complaint shall be dismissed with prejudice as to the County, Medina, Montville, Wadsworth and the Settling Third-Party Defendants.

**XXX. SETTLEMENT AGREEMENT**

In consideration of the mutual promises set forth in this Consent Order of the Settling Defendants, and for good and valuable consideration, receipt of which is acknowledged by Plaintiff, Plaintiff agrees to pursue Defendant Tru-Fit Corporation for its Past and Present Response Costs, Future Oversight Costs, and, in its discretion, Natural Resource

Damages. The Settling Defendants agree in accordance with Article IX of this Consent Order, to fund 100% of the remediation and, in conjunction with Medina, Montville and Wadsworth, to perform 100% of the operation and maintenance at the Montville Facility as provided in this Consent Order.

**XXXI. FUTURE DISCOVERY OBLIGATIONS**

A. The Settling Parties, and William L. Campbell, Jr., in his individual capacity, who is a party to this action as Executor of the estates of William L. Sr. and Florine O. Campbell, but for purposes of this Article only consents to the Court's jurisdiction over his person, are ordered and enjoined to fully cooperate with each other in providing interviews and records pertaining to any non-settling Party regarding any inquiry another Settling Party may have as to this case, the Montville Facility, or any other case a Settling Party may bring regarding the Montville Facility.

B. The Settling Parties and William L. Campbell, Jr. in his individual capacity, who is a party to this action as Executor of the estates of William L. Sr. and Florine O. Campbell, but for purposes of this Article only consents to the Court's jurisdiction over his person, acknowledge and agree that the cooperation referenced in Paragraph A above, shall require that the records in the control or custody of each Party, including William L. Campbell, Jr., which are discoverable in this suit, be preserved and be produced for discovery purposes and trial(s) upon the request of any

Settling Party.

C. The Campbells are ordered and enjoined to fully cooperate in: 1. contacting, or attempting to contact, John Campbell, and requesting he appear at any deposition or trial in this case or any other action brought by a Settling Party regarding the Montville Facility; and 2. providing the Settling Parties, upon request, with the last known or suspected address or whereabouts of John Campbell.

#### XXXII. COUNTERPARTS

This Consent Order may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and this Consent Order shall not be effective until it has been signed by Plaintiff, the Campbells, the Settling Defendants and the Settling Third Party Defendants listed in Appendices C and D respectively, and entered by the Court.

#### XXXIII. RETENTION OF JURISDICTION

The Court will retain jurisdiction of this action for the purpose of making any order or decree it deems appropriate to carry out the terms of this Consent Order, including orders with respect to Appendices A and L which were not prepared at the time of the signing of the Consent Order but which will be prepared and completed at later dates and will become enforceable provisions pursuant to the provisions of this Order.

ENTERED THIS 25<sup>th</sup> DAY OF June, 1991.

*Joseph E. Cirigliano*

JOSEPH E. CIRIGLIANO  
Visiting Judge, Court of Common Pleas  
Medina County, Ohio

IN WITNESS WHEREOF, the following signatures as binding upon the parties.

Approved:

LEE FISHER  
ATTORNEY GENERAL OF OHIO

*Cynthia P. Lyman*

CYNTHIA P. LYMAN  
BEVERLY YALE PFEIFFER  
RETANIO AJ RUCKER  
Assistant Attorneys General

Environmental Enforcement  
30 East Broad Street, 25th Fl.  
Columbus, Ohio 43266-0410  
(614) 466-2766

Attorneys for Plaintiff  
State of Ohio



*Timothy P. Ziga*

MICHAEL L. STARK, Esq.  
TIMOTHY P. ZIGA, Esq.  
1512 Ohio Edison Blvd.  
76 South Main Street  
Akron, Ohio 44308

*William L. Campbell, Jr.*

WILLIAM L. CAMPBELL, JR.  
As Executor of the Estates  
of William L. and Florine O.  
Campbell

Attorneys for the Estates of  
William L. and Florine O. Campbell

*William L. Campbell, Jr.*

WILLIAM L. CAMPBELL, JR.  
(In his individual capacity  
as to Article XXXI only)

1759E

C  
The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

The Glidden Company

PARTY



Stanley A. Lockiiski  
Authorized Representative  
Signature

June 19, 1991

Date

Stanley A. Lockiiski

Authorized Representative  
Name (Print/Typed)

Vice President & General Counsel  
Authorized Representative Title

900 Huntington Building  
925 Euclid Avenue, Cleveland OH 44115  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

The J. M. Smucker Company

PARTY

  
Authorized Representative  
Signature

6/12/91

Date

Steven J. Ellcessor

Authorized Representative  
Name (Print/Typed)

Secretary and General Counsel  
Authorized Representative Title  
Strawberry Lane  
Orrville, Ohio 44667

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

The Sherwin-Williams Company

PARTY



Authorized Representative  
Signature

June 14, 1991

Date

Larry J. Pitorak

Authorized Representative  
Name (Print/Typed)

Vice President, General Counsel & Secretary  
Authorized Representative Title

101 Prospect Avenue, N.W.  
Cleveland, Ohio 44115

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

HYBUD EQUIPMENT CORPORATION  
PARTY (settling third-party defendant)

  
Matthew Yackshaw  
Authorized Representative  
Signature

June 11, 1991  
Date

Matthew Yackshaw  
Authorized Representative  
Name (Print/Typed)

Attorney for Hybud Equipment Corporation  
Authorized Representative Title

800 William R. Day Building  
Canton, Ohio 44702-1988  
Authorized Representative Address

P.O. Box 1339  
Akron, Ohio 44309  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

MTD Products Inc

PARTY

*David R. Campbell*

Authorized Representative  
Signature

June 14, 1991

Date

David R. Campbell

Authorized Representative  
Name (Print/Typed)

President

Authorized Representative Title

P.O. Box 360900  
Cleveland, OH 44136

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

PPG INDUSTRIES, INC.

PARTY

*E B Mosier*  
Authorized Representative  
Signature

June 13, 1991

Date

E. B. Mosier

Authorized Representative  
Name (Print/Typed)

Group Vice President, Coatings & Resins  
Authorized Representative Title

One PPG Place, Pittsburgh, PA 15272  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Mobil Oil Corporation

PARTY



Authorized Representative  
Signature

June 13, 1991

Date

R. J. Brenner

Authorized Representative  
Name (Print/Typed)

Superfund Response Manager

Authorized Representative Title

Authorized Representative Address

Mobil Oil Corporation

P.O. Box 1039

Princeton, NJ 08543-1039

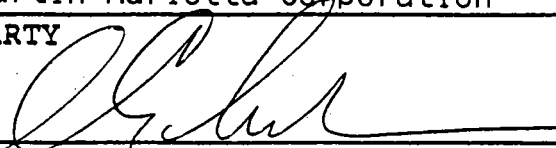
Party Address (if different)



The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Martin Marietta Corporation

PARTY

  
Authorized Representative  
Signature

6-4-91  
Date

Charles Carnahan

Authorized Representative  
Name (Print/Typed)

Vice President/Corporate Env'tl. Mgmt.  
Authorized Representative Title

6400 South Fiddler's Green Circle  
Authorized Representative Address  
Englewood, CO 80111 Suite #1880

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

OHIO DRUM RECONDITIONING

PARTY

*David Tvert* ✓

Authorized Representative  
Signature DAVID TVERT, PARTNER

June 13, 1991 3715 Warrensville Center Road  
Date Shaker Heights, Ohio 44122  
(216) 561-7495 ✓

Authorized Representative

~~NAME (PLEASE TYPE)~~

ELMER FREIBERG, PARTNER *Elmer Freiberg*

Authorized Representative Title

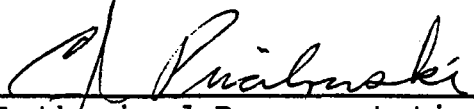
3693 Storr Road  
Shaker Heights, Ohio 44122  
(216) 752-3141

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Bliss & Laughlin Steel Company  
PARTY

  
Authorized Representative  
Signature

June 4, 1991  
Date

Chester J. Pucilowski  
Authorized Representative  
Name (Print/Typed)

Vice President of Medina Operations  
Authorized Representative Title

900 West Smith Rd. Medina, OH 44256  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

DANAHER CORPORATION

PARTY

*C. Scott Brannan*

Authorized Representative  
Signature

JUNE 5, 1991

Date

C. SCOTT BRANNAN

Authorized Representative  
Name (Print/Typed)

VICE PRESIDENT AND CONTROLLER

Authorized Representative Title

1250 24TH ST., N.W.  
WASHINGTON, D.C. 20037

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

THE JACOBS MANUFACTURING COMPANY

PARTY

Raymond Michaud  
Authorized Representative  
Signature

June 6, 1991  
Date

RAYMOND MICHAUD

Authorized Representative  
Name (Print/Typed)

Vice President - Finance  
Authorized Representative Title

Matco Tools, 4403 Allen Road  
Stow, OH 44224

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

MATCO ALLIED EQUIPMENT CORPORATION nka  
MATCO TOOLS, A DIV. OF THE JACOBS  
MANUFACTURING COMPANY

PARTY

  
Authorized Representative  
Signature

June 4, 1991  
Date

DOUG PERTZ  
Authorized Representative  
Name (Print/Typed)

PRESIDENT, Matco Tools  
Authorized Representative Title

Matco Tools  
4403 Allen Road  
Stow, OH 44224  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

PARTY: OCCIDENTAL CHEMICAL CORPORATION

*Michael J. Rudick*  
Authorized Representative  
Signature

June 10, 1991  
Date

Michael J. Rudick  
Authorized Representative  
Name (Print/Typed)

Vice President & General Counsel  
Authorized Representative Title

Occidental Chemical Corporation  
Authorized Representative Address

5005 LBJ Freeway, Suite 2400  
Dallas, Texas 75244  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

PLASTI-KOTE CO., INC.

**PARTY**



**Authorized Representative  
Signature**

June 10, 1991

**Date**

Scott S. Williamson

**Authorized Representative  
Name (Print/Typed)**

Vice President, Finance

**Authorized Representative Title**

1000 Lake Road  
Medina, OH 44256

**Authorized Representative Address**

**Party Address (if different)**



The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Currol Systems Inc  
PARTY

Edwin M. Roth  
Authorized Representative  
Signature

5/30/91  
Date

EDWIN M. ROTH  
Authorized Representative  
Name (Print/Typed)

PRESIDENT  
Authorized Representative Title

9100 VALLEY VIEW RD.  
MACEDONIA OH 44056  
Authorized Representative Address

\_\_\_\_\_  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Noble Jarvis  
PARTY

Noble Jarvis  
Authorized Representative  
Signature

June 10, 1991  
Date

Noble Jarvis  
Authorized Representative  
Name (Print/Typed)

\_\_\_\_\_  
Authorized Representative Title

7330 Ridge Rd., Wadsworth, OH 44281  
Authorized Representative Address

\_\_\_\_\_  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Jerry Springer

PARTY

  
Authorized Representative  
Signature

6/2/91

Date

N/A

Authorized Representative  
Name (Print/Typed)

N/A

Authorized Representative Title

N/A

Authorized Representative Address

9817 Prospect Street, Seville, OH 44273  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Springer's Disposal, Inc.  
PARTY

  
Authorized Representative  
Signature

6/2/91

Date

Jerry A. Springer

Authorized Representative  
Name (Print/Typed)

President

Authorized Representative Title

9817 Prospect Street, Seville, OH 44273  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Springer's Disposal, Inc.

PARTY

  
Authorized Representative  
(Signature)

6/2/91

Date

Jerry A. Springer  
Authorized Representative  
Name (Print/Typed)

President  
Authorized Representative Title

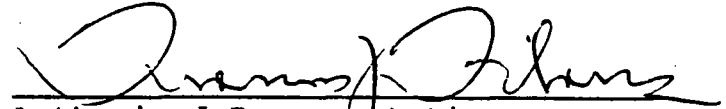
9817 Prospect Street, Seville, OH 44273  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

City of Medina

PARTY



Authorized Representative  
Signature

6/7/91

Date

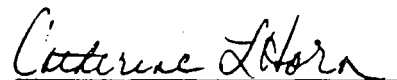
Thomas J. Filous  
Authorized Representative  
Name (Print/Typed)

Law Director  
Authorized Representative Title

132 N. Elmwood, Medina, Ohio 44256  
Authorized Representative Address

Does not apply  
Party Address (if different)

Authorized by Ordinance # 82-91  
May 20, 1991



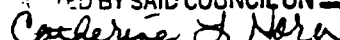
Catherine Horn  
Clerk of Council

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE  
CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE  
FOLLOWING IS A TRUE AND CORRECT COPY OF ORDI-

ANCE - RESOLUTION NO. 82-91

ADOPTED BY SAID COUNCIL ON 5-20-91

- 61 -



CLERK OF COUNCIL

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

CITY OF WADSWORTH

PARTY

John A. Hanna  
Authorized Representative  
Signature

June 11, 1991

Date

John A. Hanna

Authorized Representative  
Name (Print/Typed)

Mayor

Authorized Representative Title

145 High St., Wadsworth, Ohio 44281

Authorized Representative Address

Same as above

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Montville Township Trustees  
PARTY

Ronald Bischof  
Authorized Representative  
Signature

6-11-91  
Date

Ronald Bischof  
Authorized Representative  
Name (Print/Typed)

Trustee  
Authorized Representative Title

3227 Rustic Valley Dr., Medina, OH 44256  
Authorized Representative Address

6665 Wadsworth Rd, Medina, OH 44256  
Party Address (if different)



The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Montville Township Trustees

PARTY

Sara Pavlovicz

Authorized Representative  
Signature

June 11, 1991

Date

Sara Pavlovicz

Authorized Representative  
Name (Print/Typed)

Chairman

Authorized Representative Title

4345 Good Road, Seville, OH 44273

Authorized Representative Address

6665 Wadsworth Rd. Medina, OH 44256

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Mortville Township Trustees  
PARTY

Raymond Miller  
Authorized Representative  
Signature

June 11, 1991  
Date

Raymond Miller  
Authorized Representative  
Name (Print/Typed)

Trustee  
Authorized Representative Title

3867 Paradise Rd., Medina, OH 44256  
Authorized Representative Address

6655 Wadsworth Rd., Medina, OH 44256  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Marquette Steel Company, Sherman Hamel,  
Luntz Corporation, Marquette Steel  
Division and Luntz Corporation

PARTY



Authorized Representative  
Signature

6/13/91

Date

Ted Luntz

Sherman Hamel

Authorized Representative

Name (Print/Typed)

Vice President -

CEO Luntz Corporation

Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

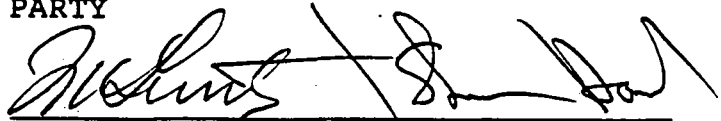
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Marquette Steel Company, Sherman Hamel,  
Luntz Corporation, Marquette Steel  
Division and Luntz Corporation

PARTY



Authorized Representative  
Signature

6/13/91

Date

Ted Luntz

Sherman Hamel

Authorized Representative  
Name (Print/Typed)

Vice President -  
CEO Luntz Corporation Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

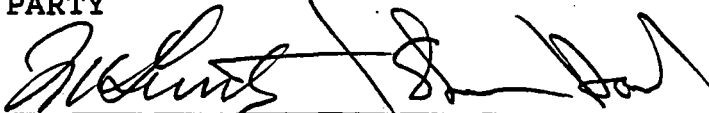
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Marquette Steel Company, Sherman Hamel,  
Luntz Corporation, Marquette Steel  
Division and Luntz Corporation

PARTY



Authorized Representative  
Signature

6/13/91

Date

Ted Luntz

Sherman Hamel

Authorized Representative  
Name (Print/Typed)

Vice President -  
CEO Luntz Corporation Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Marquette Steel Company, Sherman Hamel,  
Luntz Corporation, Marquette Steel  
Division and Luntz Corporation

PARTY



Authorized Representative  
Signature

6/13/91

Date

Ted Luntz

Sherman Hamel

Authorized Representative  
Name (Print/Typed)

Vice President -  
CEO Luntz Corporation Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

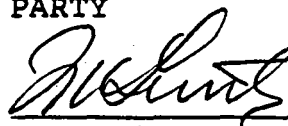

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Marquette Steel Company, Sherman Hamel,  
Luntz Corporation, Marquette Steel  
Division and Luntz Corporation

PARTY

Authorized Representative  
Signature

6/13/91

Date

Ted Luntz

Sherman Hamel

Authorized Representative  
Name (Print/Typed)

Vice President -  
CEO Luntz Corporation Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

WESTFIELD INSURANCE CO.  
PARTY

Edward J. Frantz  
Authorized Representative  
Signature

June 6, 1991  
Date

Edward J. Frantz  
Authorized Representative  
Name (Print/Typed)

Vice President  
Authorized Representative Title

One Park Circle  
Westfield Center, Ohio 44251  
Authorized Representative Address

Party Address (if different)



The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

BENNETT LUMBER COMPANY  
PARTY

*Roy E. Lehman*  
Authorized Representative  
Signature

June 6, 1991  
Date

Roy E. Lehman  
Authorized Representative  
Name (Print/Typed)

President  
Authorized Representative Title

342 E. Smith Road  
Medina, Ohio 44256  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Albrecht Trucking Company  
PARTY

Kenneth Albrecht  
Authorized Representative  
Signature

June 5, 1991  
Date

Kenneth Albrecht  
Authorized Representative  
Name (Print/Typed)

President  
Authorized Representative Title

6809 Spencer Lake Road  
Authorized Representative Address

Medina, OH 44256  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

BRUNSWICK DISPOSAL INC  
PARTY

Joseph J. Conner  
Authorized Representative  
Signature

6-11-91  
Date

\_\_\_\_\_  
Authorized Representative  
Name (Print/Typed)

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Address

Box 87 Brunswick, Oh 44212  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Hardware Wholesalers, Inc.

PARTY

John C. Snider  
Authorized Representative  
Signature

June 11, 1991

Date

John C. Snider

Authorized Representative  
Name (Print/Typed)

Vice-President of Finance

Authorized Representative Title

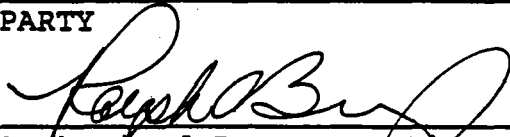
P.O. Box 868  
Fort Wayne, IN 46801

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

BOARD OF MEDINA COUNTY COMMISSIONERS  
PARTY

  
Authorized Representative  
Signature

6/11/91  
Date

RALPH A. BERRY, JR.  
Authorized Representative  
Name (Print/Typed)

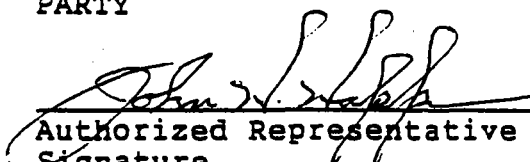
COUNTY COMMISSIONER  
Authorized Representative Title

144 N. Broadway Street, Medina, OH 44256  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

BOARD OF MEDINA COUNTY COMMISSIONERS  
PARTY

  
Authorized Representative  
Signature

6/11/91  
Date

JOHN H. HAPP  
Authorized Representative  
Name (Print/Typed)

COUNTY COMMISSIONER  
Authorized Representative Title

144 N. Broadway Street, Medina, OH 44256  
Authorized Representative Address

\_\_\_\_\_  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

BOARD OF MEDINA COUNTY COMMISSIONERS  
PARTY

Charles E. Hawley  
Authorized Representative  
Signature

6/11/91  
Date

CHARLES E. HAWLEY  
Authorized Representative  
Name (Print/Typed)

COUNTY COMMISSIONER  
Authorized Representative Title

144 N. Broadway Street, Medina, OH 44256  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

RYAN HOMES INC.

PARTY

*J. M. Sack*

Authorized Representative  
Signature

June 16, 1991

Date

James M. Sack

Authorized Representative  
Name (Print/Typed)

Vice President / General Counsel

Authorized Representative Title

7601 Lewinsville Road Suite 300  
McLean, Virginia 22102

Authorized Representative Address

\_\_\_\_\_  
Party Address (if different)



The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

HARCO TECHNOLOGIES CORPORATION  
PARTY

Ronald Langos  
Authorized Representative  
Signature

June 21, 1991  
Date

Ronald S. Langos  
Authorized Representative  
Name (Print/Typed)

President  
Authorized Representative Title

1090 Enterprise Dr., Medina, OH 44256  
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

LESLIE-LOCKE, INC.

**PARTY**

James S. Roach  
**Authorized Representative  
Signature**

JUNE 19, 1991

**Date**

JAMES S. ROACH

**Authorized Representative  
Name (Print/Typed)**

EXECUTIVE VICE PRESIDENT

**Authorized Representative Title**

4301 CIRCLE 75 PARKWAY  
ATLANTA, GEORGIA 30339

**Authorized Representative Address**

N/A

**Party Address (if different)**

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Curtis Disposal, Inc.

PARTY

Lynn G. Curtis Sr.  
Authorized Representative  
Signature

June 21, 1991.

Date

Lynn G. Curtis, Sr.

Authorized Representative  
Name (Print/Typed)

President

Authorized Representative Title

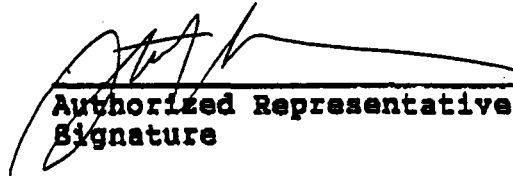
550 Johnson Rd, Wadsworth, OH 44281

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

MALCO PRODUCTS  
PARTY

  
Authorized Representative  
Signature

Date

STUART GLAUBERMAN  
Authorized Representative  
Name (Print/Typed)

PRESIDENT  
Authorized Representative Title

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

The Norton Company

PARTY

Christopher J. Nickamp

Authorized Representative  
Signature

6-19-91

Date

Christopher J. Nickamp

Authorized Representative  
Name (Print/Typed)

Attorney at Law

Authorized Representative Title

50 S. Main St.

Authorized Representative Address

120 Front St, 8th Floor

Party Address (if different)

Worchester, Maryland

01608-1446

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Louisiana-Pacific Cororation

PARTY

*Delbert Darnell*  
Authorized Representative  
Signature

June 7, 1991

Date

Delbert Darnell

Authorized Representative  
Name (Print/Typed)

Controller

Authorized Representative Title

324 Wooster Rd., N.  
Barberton, Ohio 44203

Authorized Representative Address


110 Southwest Fifth Avenue  
Portland, OR 97204

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

DICK'S SALVAGE AND DISPOSAL

PARTY

  
Authorized Representative  
Signature

June 20, 1991

Date

John C. Oberholtzer

Authorized Representative  
Name (Print/Typed)

Attorney at Law

Authorized Representative Title

230 S. Court Street, Medina, Ohio 44258

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

THE OHIO BRASS COMPANY

PARTY

Vincent R. Petrecca

By: Authorized Representative  
Signature

June 17, 1991  
Date

Vincent R. Petrecca  
Authorized Representative  
Name (Print/Typed)

President  
Authorized Representative Title


584 Derby Milford Road, Orange, CT 06477  
Authorized Representative Address

Party Address (if different)



The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Owens-Corning Fiberglas Corporation  
PARTY

  
\_\_\_\_\_  
Authorized Representative  
Signature

June 18, 1991  
Date

William W. Colville  
Authorized Representative  
Name (Print/Typed)

Senior Vice President - Law  
Authorized Representative Title

Fiberglas Tower  
Toledo, OH 43659  
Authorized Representative Address

\_\_\_\_\_  
Party Address (if different)

1759E

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

THE A. I. ROOT COMPANY

PARTY

  
Authorized Representative Signature

June 13, 1991

Date

John Root

Authorized Representative  
Name (Print/Typed)

President

Authorized Representative Title

623 West Liberty Street, P.O. Box 588  
Medina, Ohio 44258

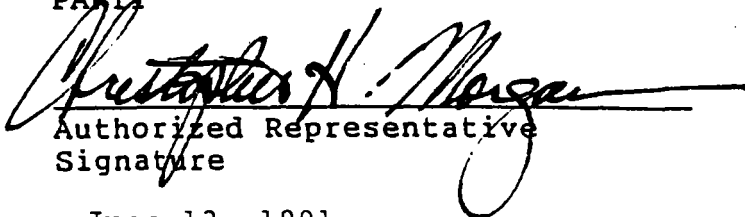
Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Parker-Hannifin Corporation, an Ohio Corporation (referred to as Schrader Bellows Foundry in the complaint)

PARTY

  
Authorized Representative  
Signature

June 13, 1991

Date

Christopher H. Morgan

Authorized Representative  
Name (Print/Typed)

Senior Counsel

Authorized Representative Title  
Parker-Hannifin Corporation  
17325 Euclid Avenue  
Cleveland, Ohio 44112

Authorized Representative Address

Same

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

*GOWE PRINTING*

PARTY

*Gerald H. Gordon*

Authorized Representative  
Signature

*6/14/91*

Date

Gerald H. Gordon

Authorized Representative  
Name (Print/Typed)

Chief Operating Officer

Authorized Representative Title

5510 Cloverleaf Parkway  
Cleveland, Ohio 44125-4887

Authorized Representative Address

552 East Smith Road  
Medina, Ohio 44056

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

OHIO JACOBSON CO., A DIVISION OF  
PARTY JACOBSON MFG., CO., INC.

Paul M. Parker

Authorized Representative  
Signature

June 19, 1991

Date

PAUL M. PARKER

Authorized Representative  
Name (Print/Typed)

VICE PRÉSIDENT, OHIO JACOBSON CO.  
Authorized Representative Title

941 Lake Rd., Medina, Ohio

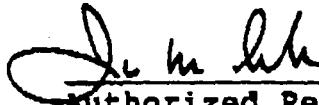
Authorized Representative Address

\_\_\_\_\_  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

RYAN HOMES INC.

PARTY



Authorized Representative  
Signature

June 16, 1991

Date

James M. Sack

Authorized Representative  
Name (Print/Typed)

Vice President / General Counsel

Authorized Representative Title

7601 Lewinsville Road Suite 300  
McLean, Virginia 22102

Authorized Representative Address

Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Ralph E. Haltauf  
PARTY

\_\_\_\_\_  
Authorized Representative  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative  
Name (Print/Typed)

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Address

5434 Center Rd Valley City Ohio 44280  
Party Address (if different)

The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

JAMES C. HEINTZ CO., INC.

PARTY

William F. Reitz

Authorized Representative  
Signature

June 25, 1991

Date

WILLIAM L. REITZ

Authorized Representative  
Name (Print/Typed)

MANAGER / LABOR RELATIONS

Authorized Representative Title

P.O. BOX 789 AKRON, OHIO 44309

Authorized Representative Address

\_\_\_\_\_  
Party Address (if different)



The undersigned Settling Party, through its authorized representative, hereby consents to the foregoing Consent Order in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Sharon Ornamental Iron  
PARTY

  
Authorized Representative  
Signature

June 25, 1991  
Date

R. C. Coles  
Authorized Representative  
Name (Print/Typed)

Vice President  
Authorized Representative Title

959 Lake Rd., Medina, OH 44256  
Authorized Representative Address

Same  
Party Address (if different)

RECEIVED JUN 26 1991

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

THE J. M. SMUCKER COMPANY

PARTY

  
Authorized Representative Signature

Date

June 19, 1991

Steven J. Ellcessor

Authorized Representative

Name (Print/Typed)

Secretary and General Counsel

Authorized Representative Title

The J. M. Smucker Company

Strawberry Lane

Orrville, Ohio 44667

Authorized Representative Address

-----

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Matco Allied Equipment Corporation nka  
Matco Tools, a Div. of The Jacobs Manufactur  
PARTY Company

  
Authorized Representative Signature

June 19, 1991  
Date

Doug Pertz  
Authorized Representative  
Name (Print/Typed)

President, Matco Tools  
Authorized Representative Title

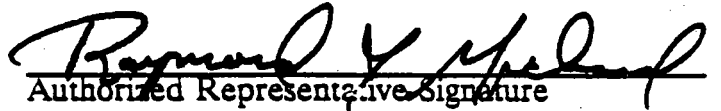
Matco Tools  
4403 Allen Road, Stow, OH 44224  
Authorized Representative Address

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

The Jacobs Manufacturing Company

PARTY

  
Authorized Representative Signature

June 19, 1991

Date

Raymond J. Michaud

Authorized Representative

Name (Print/Typed)

Ass't Secretary

Authorized Representative Title

Matco Tools

4403 Allen Road, Stow, OH 44224

Authorized Representative Address

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.



The Glidden Company  
PARTY

Stanley A. Lockitski  
Authorized Representative Signature

June 19, 1991  
Date

Stanley A. Lockitski  
Authorized Representative  
Name (Print/Typed)

Vice President & General Counsel  
Authorized Representative Title  
900 Huntington Building  
925 Euclid Avenue  
Cleveland OH 44115  
Authorized Representative Address

\_\_\_\_\_  
Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Bliss & Laughlin Steel Company

PARTY

*C. Pucilowski*  
Authorized Representative Signature

June 18, 1991

Date

Chester J. Pucilowski  
Authorized Representative  
Name (Print/Typed)

Vice President of Medina Operations  
Authorized Representative Title

900 West Smith Rd., Medina, Ohio 44256  
Authorized Representative Address

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Martin Marietta Corporation  
PARTY

  
Authorized Representative Signature

JUNE 18, 1991  
Date

C.E. Carnahan - Vice President  
Authorized Representative  
Name (Print/Typed)

V.P. Corporate Envtl. Mgmt.  
Authorized Representative Title

6400 S. Fiddler's Green Circle #1880  
Authorized Representative Address  
Englewood, CO 80111

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Marquette Steel Company, Sherman Hamel,  
Luntz Corporation Marquette Steel Division  
and Luntz Corporation

PARTY

  
Authorized Representative Signature

6/13/91  
Date

Ted Luntz Sherman Hamel

Authorized Representative  
Name (Print/Typed)

CEO Luntz Corporation Vice President  
Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

Authorized Representative Address

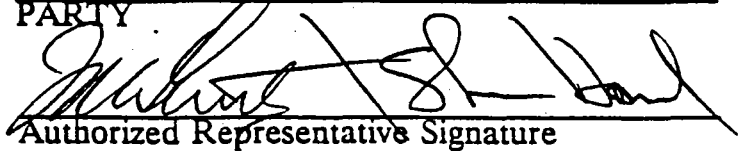
Party Address (if different)



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and Luntz Corporation

PARTY

  
Authorized Representative Signature

6/13/91  
Date

Ted Luntz Sherman Hamel

Authorized Representative  
Name (Print/Typed)

CEO Luntz Corporation Vice President  
Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

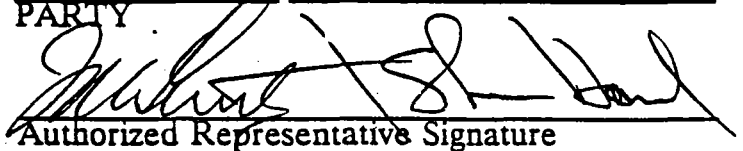
Authorized Representative Address

Party Address (if different)

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Luntz Corporation Marquette Steel Division  
and Luntz Corporation

PARTY

  
Authorized Representative Signature

6/13/91  
Date

Ted Luntz

Sherman Hamel

Authorized Representative  
Name (Print/Typed)

CEO Luntz Corporation Vice President  
Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

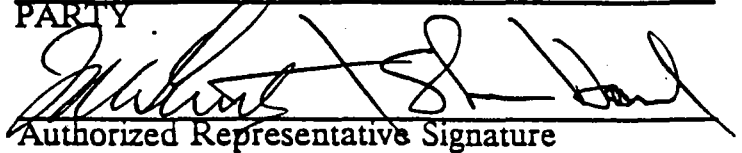
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Party Address (if different)

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Luntz Corporation Marquette Steel Division  
and Luntz Corporation

PARTY

  
Authorized Representative Signature

6/13/91  
Date

Ted Luntz Sherman Hamel

Authorized Representative  
Name (Print/Typed)

CEO Luntz Corporation Vice President  
Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105


Authorized Representative Address

Party Address (if different)

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Marquette Steel Company, Sherman Hamel,  
Luntz Corporation Marquette Steel Division  
and Luntz Corporation

PARTY

  
Authorized Representative Signature

6/13/91  
Date

Ted Luntz

Sherman Hamel

Authorized Representative  
Name (Print/Typed)

CEO Luntz Corporation      Vice President  
Marquette Steel

Authorized Representative Title

4250 East 68th Street  
Cleveland, OH 44105

Authorized Representative Address

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

The Sherwin-Williams Company

PARTY

L. J. Pitorak  
Authorized Representative Signature

June 14, 1991  
Date

Larry J. Pitorak  
Authorized Representative  
Name (Print/Typed)

Vice President, General Counsel & Secretary  
Authorized Representative Title  
101 Prospect Avenue, N.W.  
Cleveland, Ohio 44115  
Authorized Representative Address

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

PARTY OCCIDENTAL CHEMICAL CORPORATION

*Michael J. Rudick*  
Authorized Representative Signature

June 13, 1991  
Date

Michael J. Rudick  
Authorized Representative  
Name (Print/Typed)

Vice President & General Counsel  
Authorized Representative Title

Occidental Chemical Corporation  
Authorized Representative Address  
5005 LBJ Freeway, Suite 2400  
Dallas, Texas 75244  
Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

MTD Products Inc

PARTY

David R. Campbell X  
Authorized Representative Signature

June 14, 1991

Date

David R. Campbell

Authorized Representative  
Name (Print/Typed)

President

Authorized Representative Title

P.O. Box 360900  
Cleveland, Ohio 44136

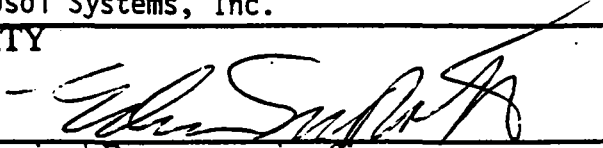
Authorized Representative Address

Party Address (if different)

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Aerosol Systems, Inc.

PARTY

  
Authorized Representative Signature

June 13, 1991

Date

Edwin M. Roth

Authorized Representative  
Name (Print/Typed)

President

Authorized Representative Title  
9100 Valley View Road  
Macedonia, Ohio 44056

Authorized Representative Address

Party Address (if different)



The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

PPG Industries, Inc.

PARTY

  
Authorized Representative Signature

June 13, 1991

Date

E. B. Mosier

Authorized Representative  
Name (Print/Typed)

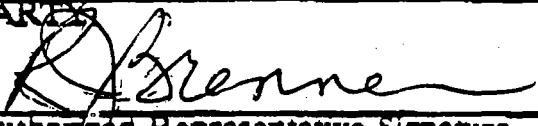
Group Vice President, Coatings & Resins  
Authorized Representative Title

One PPG Place, Pittsburgh, PA 15272

Authorized Representative Address

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Mobil Oil Corporation  
PARTEX  
  
Authorized Representative Signature

6/13/91  
Date

R. J. Brenner  
Authorized Representative  
Name (Print/Typed)

Superfund Response Manager  
Authorized Representative Title

Authorized Representative Address  
Mobil Oil Corporation  
PO Box 1039, Princeton, NJ 08543-1039  
Party Address (if different)

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OHIO DRUM RECONDITIONING

PARTY

DAVID TVERT, PARTNER

*David Tvert* ✓

Authorized Representative Signature

3715 Warrensville Center Road

June 13, 1991 Shaker Heights, Ohio 44122

Date

(216) 561-7495

ELMER FREIBERG, PARTNER

*Elmer Freiberg*

Authorized Representative

Name (Print/Typed)

3693 Stoer Road

Shaker Heights, Ohio 44122

Authorized Representative Title

(216) 752-3141


Authorized Representative Address

Party Address (if different)

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PLASTI-KOTE CO., INC.

PARTY

  
Authorized Representative Signature

June 10, 1991

Date

Scott S. Williamson, Vice President, Finance

Authorized Representative

Name (Print/Typed)

Vice President, Finance

Authorized Representative Title

1000 Lake Road

Medina, OH 44256

Authorized Representative Address

Party Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

Board of Township Trustees of Montville Township, Ohio

*Sara Pavlovicz*  
Trustee's Signature (1)

June 11, 1991  
Date

Sara Pavlovicz, Chairman  
Trustee's Name (Print/Typed)

*Raymond Miller*  
Trustee Signature (2)

June 11, 1991  
Date

Raymond Miller  
Trustee's Name (Print/Typed)

*Ronald Bischof*  
Trustee Signature (3)

June 11-1991  
Date

Ronald Bischof  
Trustee's Name (Print/Typed)

Trustees' Title

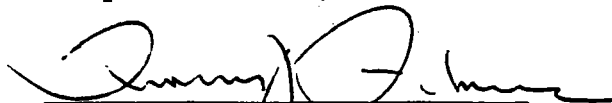
Montville Township Hall  
6665 Wadsworth Road, Medina, OH 44256

Trustees' Address

Board of Township Trustees of Montville Township  
Address (if different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio vs. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

\_\_\_\_\_  
City of Medina, Ohio

  
\_\_\_\_\_  
Authorized Representative's  
Signature

2/10/91

\_\_\_\_\_  
Date

Thomas J. Filous  
\_\_\_\_\_  
Authorized Representative's  
Name

Law Director  
\_\_\_\_\_  
Authorized Representative's  
Title

132 N. Elmwood, Medina, Ohio 44256  
\_\_\_\_\_  
Authorized Representative's  
Address

\_\_\_\_\_  
City of Medina's Address  
(If different)

The undersigned Party, through its authorized representative, hereby consents to the foregoing Agreement in State of Ohio v. Florine O. Campbell, et al., Case No. 42595 and agrees to be bound and comply with its terms.

City of Wadsworth, Ohio

John A. Hanna  
Mayor's Signature

June 11, 1991  
Date

John A. Hanna  
Mayor's Name (Print/Typed)

Mayor  
Mayor's Title

145 High St., Wadsworth, Ohio 44281  
Mayor's Address

Same as above  
City of Wadsworth Address (if different)