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U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
CLEVELAND

In the United States District Court  
Northern District of Ohio  
Eastern Division, Youngstown Office

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at \_\_\_\_\_ o'clock \_\_\_\_\_ M  
CLERK OF COURTS  
U. S. District \_\_\_\_\_ N.D.O.

State of Ohio, ex rel.  
Betty D. Montgomery,  
Attorney General of Ohio

Plaintiff,

v.

Olin Corporation  
c/o CT Corporation  
Statutory Agent  
815 Superior Avenue N.E.  
Cleveland, Ohio 44114

Civil Action

Judge \_\_\_\_\_

1:06 CV 00908

JUDGE OLIVER

Consent Decree

Whereas, the United States Environmental Protection Agency ("U.S. EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9605, placed the Big D Campground Landfill Located at 3678 Creek Road, Kingsville, Ashtabula County, Ohio (the "Facility" as specifically defined in Paragraph 3.D. of this Consent Decree) on the National Priorities List, which is set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658;

Whereas, U.S. EPA has performed a Remedial Investigation and Feasibility Study to assess releases of hazardous substances from the Facility and to evaluate remedial actions to address those releases;

Whereas, U.S. EPA in consultation with the State of Ohio reached a decision on the final remedy for the Facility which is embodied in the Record of Decision dated September 29, 1989, to which the State has given its concurrence;

Whereas, Defendant Olin Corporation ("Olin") is required to finance and implement the remedy at the Facility as a result of the administrative order issued by the U.S. EPA in In the Matter of Big D Campground, Kingsville, Ohio, U.S. EPA Docket No. V-W-90-C-056 (March 27, 1990);

Whereas, the State has incurred costs in addressing releases of hazardous substances from the Facility and expects to incur additional costs;

Whereas, Olin has consented to the entry of this Consent Decree without acknowledging liability of any type and without conceding the need for the remedy set forth in the Record of Decision, and the entry of this Decree shall not represent an admission or adjudication of liability or the need for the remedy;

Whereas, the parties agree, and the Court has found, that entry of this Consent Decree is in the public interest and will avoid prolonged, complicated and expensive litigation between the Parties;

Now, therefore, it is hereby ordered, adjudged and decreed:

**I. Jurisdiction**

1. This Court has jurisdiction over the subject matter herein, and over the parties consenting hereto. The Defendant shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree. The Defendant waives service

of complaint and summons in this action. This Court will retain jurisdiction of this action for the purpose of enforcing this Consent Decree.

## **II. Parties Bound**

2. This Consent Decree applies to and is binding upon the undersigned parties and their successors and assigns, and upon all persons, contractors, and consultants acting in concert or participation with them. The undersigned representative of each party to this Consent Decree certifies that he or she is fully authorized by the party or parties whom she or he represents to enter into the terms and conditions of the Consent Decree and to execute and legally bind that party to it. Nothing in this Consent Decree shall limit Ohio EPA's authority or rights under the Administrative Order issued by U.S. EPA or under any State or Federal law or regulation.

## **III. Definitions**

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

- A. "Consent Decree" means this Decree.
- B. "Defendant" and "Olin" mean the Olin Corporation.
- C. "Document" means all original writings of any nature whatsoever and all non-identical copies thereof, in the Defendant's possession, custody or control, or the possession, custody or control of any agent, officer, employee, independent contractor, representative or any person acting in concert with

the Defendant regardless of where located, and includes, but is not limited to, contracts, agreements, memoranda, records, tape recordings, letters, correspondence, communications, diary entries, reports, financial statements and reports, contact sheets, studies, summaries, minutes, notes, pencil notes, jottings, agendas, bulletins, notices, announcements, instructions, charts, manuals, brochures, schedules, price lists, invoices, client lists, telephone logs, telephone toll records, telegrams, teletypes, computer generated data, whether printed or stored on computer disc or tape relating to treatment, storage, disposal and concerning the investigation and remediation of hazardous waste or industrial waste or pollutants or other waste at the Facility. "Document" shall be construed broadly to promote the effective sharing of information and views between Olin and Ohio EPA concerning the work to be done.

- D. "Facility" means the "facility" as that term is defined at Section 101(9) of CERCLA, (42 U.S.C. §9601(9)) and/or O.R.C. 3734.01(N), and specifically means every part of the Big D Campground Landfill in Ashtabula County, Ohio, where treatment, storage, placement or disposal of hazardous waste and/or industrial waste and/or other waste were conducted, and also any other area contaminated or threatened to be contaminated by

hazardous waste and/or industrial waste and/or other waste migrating from the Big D Campground Landfill.

- E. "Administrative Order" means the administrative order issued by the U.S. EPA in In the Matter of Big D Campground, Kingsville, Ohio, U.S. EPA Docket No. V-W-90-C-056 (March 27, 1990).
- F. "Hazardous waste" shall have the same meaning as contained in ORC §3734.01(J) and 42 USC §6903(5), and shall include "hazardous constituents".
- G. "Hazardous substance" shall have the same meaning provided in Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
- H. "Hazardous constituents" shall have the same meaning as contained in Rule 3734-50-10(A) of the Ohio Administrative Code and shall include those materials listed in the Appendix to Rule 3734-51-11 of the Ohio Administrative Code and Appendix VIII of 40 CFR Part 261.
- I. "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan, referred to in CERCLA as the National Contingency Plan, and codified at 40 C.F.R. Part 300 (1990) (as subsequently amended).
- J. "Ohio EPA" means the Ohio Environmental Protection Agency, and its successors and assigns.

- K. "Oversight Costs" mean any costs incurred by Ohio EPA that are not inconsistent with the NCP and are incurred by Ohio EPA in monitoring the performance of the Work. These costs include, but are not limited to, direct payroll costs, indirect and overhead costs, sampling and laboratory costs, travel, contractor costs and costs of review of the Work.
- L. "Site Coordinator" means the person designated by Ohio EPA to review and comment on the performance of the Work.
- M. "Project Manager" is the person designated by Olin to have primary responsibility for supervising the Work.
- N. "Response Costs" means all costs of "removal" or "remedial action" as defined by Section 101(23), (24) and (25) of CERCLA, 42 USC §9601 (23), (24) and (25).
- O. "State" means the State of Ohio, including without limitation, its agencies, departments, successors, and assigns.
- P. "U.S. EPA" means the United States Environmental Protection Agency, its representatives, successors, and assigns.
- Q. "Work" means the activities performed pursuant to the Administrative Order, including but not limited to reports, plans, schedules, data, and other documents submitted to U.S. EPA and design, construction, and implementation of the tasks described in the Record of Decision for the Facility, in the

attachments or appendices to the Administrative Order, and in the Administrative Order itself.

#### **IV. Reimbursement of Past Costs**

4. Defendant is ordered and enjoined to pay within thirty (30) days from the entry of this Consent Order One Hundred thirty-Three Thousand Eight Hundred Eight Dollars and 17/100 Cents (\$133,808.17) as reimbursement for past costs incurred by the State through June 14, 1995. This reimbursement shall be made via two payments: (1) for costs incurred by the Ohio Attorney General's Office, payment in the amount of Four Thousand Three Hundred Seventy-Seven Dollars and 50/100 Cents (\$4,377.50) shall be made to the order of "Treasurer, State of Ohio" and shall be delivered to Matt Sanders, Administrative Assistant, or his successor, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43266; and (2) for costs incurred by the Ohio EPA, payment in the amount of One Hundred Twenty Nine Thousand Four Hundred Thirty Dollars and 67/100 Cents (\$129,430.67) shall be made to "Treasurer, State of Ohio" and forwarded to Fiscal Officer, Ohio EPA, Division of Emergency and Remedial Response, 1800 WaterMark Drive, P.O. Box 1049, Columbus, Ohio 43266-0149. Copies of all transmittal letters and checks shall also be delivered to the Ohio EPA Site Coordinator as identified in Paragraph 23.

#### **V. Future Costs**

5. Defendant is further ordered and enjoined to reimburse the State of Ohio for all response costs incurred by the State of Ohio as a result of Defendant's failure

to perform operation and maintenance at the facility as required by the administrative order and all oversight costs incurred subsequent to June 14, 1995. Reimbursement shall be made via two payments: (1) for costs incurred by the Ohio Attorney General's Office, payment shall be made to **"Treasurer, State of Ohio"** and forwarded to Matt Sanders, Administrative Assistant, or his successor, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43266, with copies of the transmittal letter and check sent to the Ohio EPA Site Coordinator; and (2) for oversight costs incurred by the Ohio EPA, Ohio EPA may submit within sixty (60) days of the end of each calendar year, to the Project Manager an itemized statement of oversight costs incurred for the previous year or incurred since Ohio EPA last submitted an itemized statement of costs. Within sixty (60) days of receipt of the itemized statements, Defendant is ordered and enjoined to pay the Ohio EPA costs. Failure by Ohio EPA to submit the itemized statement to Defendant within sixty (60) days of the end of a calendar year shall not constitute a forfeiture or release by the State to Olin for the costs incurred. Payment shall be made to **"Treasurer, State of Ohio"** and shall be forwarded to the Fiscal Officer, Ohio EPA, Division of Emergency and Remedial Response, P. O. Box 1049, 1800 WaterMark Drive, Columbus, Ohio 43266-0149. Defendant shall send a copy of the check and transmittal letter to counsel for the Director, Legal Section, P. O. Box 1049, 1800 WaterMark Drive, Columbus, Ohio 43266-0149. Additionally, copies of all transmittal letters and checks shall also be delivered to the Ohio EPA Site Coordinator.



## **VI. Facility Access, Sampling and Documents**

6. Ohio EPA, its employees and agents shall have full access to the Facility at all times without the need for any type of warrant for inspection, monitoring and/or sampling, or any other purpose consistent with achieving the goals of this Consent Order and the administrative order. This paragraph shall not be construed to eliminate or restrict any State right to seek access to the Facility which it may otherwise have under Federal or State law.

7. Defendant shall notify Ohio EPA in advance of any sample collection activity not included in or in addition to the sampling plan approved by U.S. EPA. Where feasible, such notice shall be given not less than fourteen (14) calendar days in advance of sampling. At the request of Ohio EPA, Defendant shall allow split or duplicate samples to be taken by Ohio EPA, and/or its authorized representatives, of any samples collected by Defendant pursuant to the implementation of the Administrative Order. In addition, Ohio EPA shall have the right to take any additional samples that Ohio EPA deems necessary and shall allow split or duplicate samples to be taken by Defendant.

## **VII. Reporting Requirements**

8. Olin shall require its Project Manager to provide to the Ohio EPA a copy of the progress reports and all other documents that are required to be submitted to U.S. EPA under the Administrative Order and all technical data including new data, and reports relating to implementation of the Work. Such reports and documents shall be submitted to Ohio EPA on the same date as submission to U.S. EPA.

9. If Ohio EPA submits comments to Olin on any documents required to be submitted to Ohio EPA by paragraph 8 above, Olin shall respond to such comments within thirty (30) calendar days of their receipt by Olin.

10. Olin shall notify Ohio EPA of any events or occurrences at the Facility about which Olin is required by the Administrative order to notify U.S. EPA. Immediately upon receiving approval from U.S. EPA for any changes to the Work or for the performance of any activity not included in, or in addition to, the Work, Olin shall notify Ohio EPA.

11. To the maximum extent possible, communications between Olin and Ohio EPA concerning the Work shall be made between Ohio EPA's Site Coordinator or alternative Site Coordinator and Olin's Project Manager or alternative Project Manager. Olin's Project Manager for purposes of this Consent Decree shall be:

Jimmy E. Young  
Senior Environmental Affairs Specialist  
Olin Corporation  
P.O. Box 248, Lower River Road  
Charleston, TN 37310 423-336-4064

Olin's alternative Project Manager shall be:  
David Cummings  
Manager, Environmental Remediation  
Olin Corporation  
P.O. Box 248, Lower River Road  
Charleston, TN 37310 423-336-4549

Ohio EPA's Site Coordinator shall be:  
Bart Ray  
Ohio Environmental Protection Agency  
Northeast District Office  
22110 East Aurora Road  
Twinsburg, Ohio 44087

Ohio EPA's alternative Site Coordinator shall be:

Bob Princic  
Ohio Environmental Protection Agency  
Northeast District Office  
22110 East Aurora Road  
Twinsburg, Ohio 44087

In the event that the identity of any such persons changes, the party shall notify the other parties within twenty (20) calendar days.

12. Upon the occurrence of any event at the facility that Defendant is required to report pursuant to Section 103 CERCLA or Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA), Defendant shall within 24 hours of the onset of such event orally notify (1) the Ohio EPA Site Coordinator, or the supervisor of the Ohio EPA Site Coordinator if the Site Coordinator is not available, and (2) the Emergency Response Unit, Ohio Environmental Protection Agency. Notification of the Ohio EPA Site Coordinator or his or her supervisor is in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

#### **VIII. Retention and Availability of Information**

13. Olin shall make available to Ohio EPA upon reasonable notice and shall retain, during the performance of the Work and for a period of ten (10) years after its completion, all documents in their possession, custody, or control which relate to the performance of the Work, including, but not limited to, documents reflecting the results of any sampling, tests, or other data or information generated or acquired by any of them, or on their behalf, with respect to the Facility and all documents pertaining to their own or any other person's liability for response action or costs at

the Facility under CERCLA. After the ten (10) year period of document retention, Olin shall notify Ohio EPA at least ninety (90) calendar days prior to the destruction of any such documents, and upon request by Ohio EPA, Olin shall relinquish custody of the documents to Ohio EPA.

14. Olin may assert business confidentiality claims covering part or all of the information provided in connection with this Consent Decree in accordance with the provisions of Ohio law.

15. Information determined to be confidential by Ohio EPA will be afforded the protection specified by Ohio law. If no such claim accompanies the information when it is submitted to the Ohio EPA, the public may be given access to such information without further notice to Olin.

16. Information acquired or generated by Olin in performance of the Work that is subject to the provisions of Section 104(e)(7)(F) of CERCLA, 42 U.S.C. §9604(e)(7)(F), shall not be claimed as confidential by Olin.

#### **IX. Covenant not to Sue**

17. In consideration of the payments made by Defendant pursuant to Paragraph 4 above, the State covenants not to sue Defendant or its officers, directors, employees, successors or agents for any Oversight Costs related to the Facility which were incurred by the State prior to June 14, 1995.

18. In consideration of the payments to be made by Defendant pursuant to Paragraph 5 above, and effective upon receipt of those payments, the State covenants not to sue Defendant or its officers, directors, employees, successors or

agents for any Oversight Costs related to the Facility which were incurred by the State after June 14, 1995, but only to the extent that full payment has been received by the State.

#### **X. Reservation of Rights**

19. Except as expressly provided in Paragraphs 17 and 18, above, the State reserves all rights it may have to seek any other relief including but not limited to the following:

- A. Sanctions for violation of this Consent Decree;
- B. If the payments required by Paragraphs 4 and 5 are not made, actions to recover past and future Oversight and Response Costs;
- C. Actions to recover future Response Costs, other than Oversight costs, including the State's 10% matching share of the cost for any U.S. EPA remedial action, the State's costs of operation and maintenance, and the costs of any actions taken by the State to address contamination by the Facility;
- D. Injunctive relief under state or federal law;
- E. Civil and criminal sanctions for violations of law;
- F. Liability arising from hazardous substances removed from the Facility;
- G. Natural resource damages;
- H. Administrative orders; and,

I. Judicial relief pursuant to Sections 121(e)(2), 121(f), or 310 of CERCLA, 42 U.S.C. 9621(e)(2), 9621(f), and 9659, or any other provision of federal or state law in the event the State becomes dissatisfied with the Work.

20. Nothing in this Consent Decree shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against any person, firm, trust, joint venture, partnership, corporation or other entity not a signatory to this Consent Decree for any liability it may have arising out of or relating to the Facility, including but not limited to liability for any Response Costs unreimbursed by this Consent Decree. The State expressly reserves the right to sue any person other than Defendant, in connection with the Facility.

#### **XI. No Admissions**

21. Defendant represents that it is entering into this Consent Decree because the probable costs of defending this action would greatly exceed the amount it is agreeing to pay. Defendant's agreement to enter into this Consent Decree is not, and cannot be construed as, an admission, acknowledgement or concession of liability on its part, or of the facts alleged by the State, or of the appropriateness of the remedy set forth in the Record of Decision.

#### **XII. Contribution Protection**

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

### XIII. Notices

23. Whenever, under the terms of this Consent Decree, notice is required to be given or a report or other document is required to be forwarded by one party to another, such correspondence shall be directed to the following individuals, or their successors, at the addresses specified below:

To the State or Ohio EPA:

Ohio Environmental Protection Agency  
1800 WaterMark Drive  
P.O. Box 1049  
Columbus, Ohio 43266-0149  
Attn: Supervisor, Technical Support, DERR

Northeast District Office  
22110 East Aurora Road  
Twinsburg, Ohio 44087  
Attn: Big D Campground Site

As to Olin:

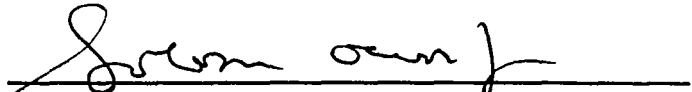
Jimmy E. Young  
Senior Environmental Affairs Specialist  
Olin Corporation  
P.O. Box 248  
Lower River Road  
Charleston, TN 37320  
423-336-4064

David Cummings  
Manager, Environmental Remediation  
Olin Corporation  
P.O. Box 248  
Lower River Road  
Charleston, TN 37310  
423-336-4549

**XIV. Court Costs**


24. Defendant shall pay the court costs of this action.

Entered this 23<sup>rd</sup> day of May, 1996.

  
\_\_\_\_\_  
U.S. District Judge

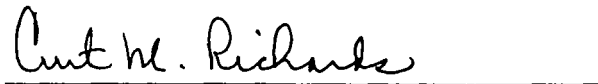
The parties whose signatures appear below hereby consent to the terms of this Consent Decree.

**Betty D. Montgomery**  
Attorney General of Ohio



**John K. McManus (0037140)**  
Assistant Attorney General  
Environmental Enforcement Section  
30 East Broad Street  
25th Floor  
Columbus, Ohio 43266-0410  
(614) 466-2766

**Olin Corporation**



**Curt M. Richards**  
Director, Environmental Remediation  
Olin Corporation  
501 Merritt 7  
P.O. Box 4500  
Norwalk CT 06856-4500  
(203) 750-3000