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SUMMIT COUNTY
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

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

Plaintiff,

vs.

POLYSAR INCORPORATED,
n.k.a. Novacor Chemicals Inc.,
et al.

Defendants.

CASE NO. CV88103402

JUDGE CAMPBELL

CONSENT DECREE

The Complaint in the above-captioned matter having been filed herein, and the Plaintiff State of Ohio by its Attorney General Lee Fisher (hereinafter "Plaintiff" or the "State") and Defendants Novacor Chemicals Inc., formerly known as Polysar Incorporated, Gregory Klapp and Larry Morris (hereinafter "Defendants") having consented to the entry of this Decree,

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:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the parties and the subject matter of this case. The Complaint states a claim upon

which relief can be granted against the Defendants under Chapter 6111 of the Ohio Revised Code, and venue is proper in this Court. By entering into this Consent Decree Defendants neither admit nor deny the allegations in the Complaint, except for those allegations admitted in their respective Answers.

II. PARTIES

2. The provisions of this Consent Decree shall apply and be binding in accordance with its terms and the Ohio Rules of Civil Procedure upon the parties to this action, their agents, officers, employees, assigns, successors in interest and any person acting in concert or privity with any of them. Defendant Novacor Chemicals Inc. shall provide a copy of this Consent Decree to each contractor it employs to perform work itemized herein.

III. SATISFACTION OF LAWSUIT

3. Plaintiff alleges in its Complaint that during the relevant time frames Defendants have discharged "sewage", "industrial waste" and/or "other wastes" into waters of the State without a valid and unexpired permit issued by the Director of Environmental Protection; on numerous occasions violated the effluent limitations in its National Pollutant Discharge Elimination Systems (hereinafter "NPDES") permit; and violated Findings and Orders issued by the Director.

4. On December 14, 1989, April 9, 1990, June 13, 1990, August 20, 1990, October 25, 1990, November 22, 1990, April 29, 1991, June 25, 1991, December 6, 1991, May 4, 1992, and November 25, 1992 the Ohio Environmental Protection Agency ("Ohio EPA") issued Notice of Violations letters ("NOVs") to Novacor Chemicals Inc., notifying Novacor Chemicals Inc. of its non-compliance with its NPDES permit.

5. Compliance with the terms of this Consent Decree shall constitute full satisfaction of Defendants' civil liability for the claims alleged in Plaintiff's Complaint, and the NOVs referenced in paragraph 4, above.

6. Except as set forth in Paragraph 5, above, nothing in this Decree shall be construed to limit the authority of the State of Ohio to seek relief for claims or conditions not alleged in the Complaint, including violations which occur after the filing of the Complaint.

7. This Consent Decree does not prevent the State from seeking further relief for groundwater contamination or other contamination caused by Defendant. In addition, nothing in this Consent Decree shall be construed to release Defendants from any liability Defendants may have pursuant to R.C. Chapter 3734 or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. including any liability of Defendants for future response or oversight costs incurred by the State.

IV. INJUNCTION

8. Defendant Novacor Chemicals Inc. is hereby enjoined and ordered to comply with its currently effective NPDES permit, Permit No. 3IQ00035*CD, and any renewals or modifications thereof.

9. Defendants are hereby enjoined and ordered to immediately comply with the requirements of Chapter 6111. of the Ohio Revised Code as well as the rules adopted under that Chapter.

V. CIVIL PENALTY

10. Defendant Novacor Chemicals Inc. shall pay to the State of Ohio a civil penalty of Seventy-Five Thousand Dollars (\$75,000.00) pursuant to R.C. §6111.09. The penalty is payment for violations alleged in the Complaint against Polysar Incorporated. Within forty-five (45) days from the entry of this Decree Novacor shall deliver a corporate check for the above amount, payable to the order of "Treasurer, State of Ohio", to Janis Miller, Administrative Assistant for the Environmental Enforcement Section at 30 East Broad Street, 25th floor, Columbus, OH 43266-0410.

VI. SAMPLING, ACCESS AND DATA/DOCUMENT AVAILABILITY

11. The Defendant Novacor Chemicals Inc. shall make available to Ohio EPA the results of sampling, tests or other

data generated by it, or on its behalf, with respect to the implementation of this Consent Decree. At the request of Ohio EPA, the Defendant Novacor Chemicals Inc. shall allow split or duplicate samples to be taken by Ohio EPA of samples collected by or on the behalf of the Defendant Novacor Chemicals Inc. during the implementation of the Consent Decree. In the event split or duplicate samples are taken by Ohio EPA, each party shall pay its own costs for analyses. The Defendant Novacor Chemicals Inc. shall notify the Ohio EPA not less than ten (10) working days, unless otherwise agreed, in advance of any sample collection for which the Ohio EPA has indicated that it may wish to obtain split or duplicate samples.

12. Defendant Novacor Chemicals Inc. also agrees that it shall preserve during the pendency of this Consent Decree and for a minimum of three (3) years after its termination, at least one copy of all records and documents (other than drafts) within its possession or control, which related to actions performed under this Consent Decree, despite any document retention policy to the contrary. Defendant Novacor Chemicals Inc. shall notify Ohio EPA in writing at least thirty (30) days prior to the destruction of any such documents. In this notification the Defendant Novacor Chemicals Inc. shall provide sufficient information as to adequately identify the types of documents that it is going to destroy. Upon request by Ohio EPA, Defendant Navacor Chemicals Inc. shall make available to Ohio EPA such records or copies of any such records unless

otherwise privileged under law. Nothing in this paragraph shall be construed to limit any rights of the Plaintiff to conduct inspections and/or to take samples under employees or contractors during the performance of any actions related to this Consent Decree. This provision is not a limitation upon but rather is to be construed in addition to, Plaintiff's statutory authority as set forth in the Revised Code to conduct inspections.

VII. STIPULATED PENALTIES

13. In the event that Defendant Novacor Chemicals Inc: (1) violates any of the terms of this Consent Decree; or (2) fails to comply with its currently effective NPDES permit, Permit No. 3IQ00035*CD, and any renewals or modifications thereof (collectively, the "NPDES permit"); the Defendant Novacor Chemicals Inc. shall be liable for and shall pay a stipulated penalty according to the schedule set forth in paragraphs 14 and 15 below.

14. For each day of violations of any term of this Consent Decree, violation of a daily effluent limitation of Defendant's NPDES permit, or other NPDES permit requirement, except a thirty-day effluent limitation, up to thirty (30) days, Defendant shall pay Four Hundred Dollars (\$400.00) per day for each such violation or requirement not met. For each such violation or requirement not met, from thirty-one (31) to sixty days (60), Eight Hundred Dollars (\$800.00) per day per

violation or requirement not met. For each such violation or requirement not met, from sixty-one (61) to ninety (90) days, One Thousand Dollars, per day per violation or requirement not met. For each such violation or requirement not met over ninety days One Thousand Five Hundred (\$1,500.00) dollars.

15. For purposes of determining stipulated penalties pursuant to this Consent Decree only, violation of thirty (30) day average effluent limitation shall constitute a single violation. For each violation of a thirty day effluent limitation of Defendant's NPDES permit for the same parameter, for up to two violations, Defendant shall pay One Thousand Dollars (\$1,000.00) per violation. For the third such violation of the same parameter, Defendant shall pay One Thousand Five Hundred Dollars (\$1,500.00). For the fourth such violation of the same parameter Defendant shall pay Two Thousand Dollars (\$2,000.00). For each such violation, over four violations of the same parameter Defendant shall pay Three Thousand Dollars (\$3,000.00) per violation.

16. Any payment required to be made by Defendant Novacor Chemicals Inc. pursuant to Section VII of this Consent Decree shall be paid by corporate check made payable to "Treasurer, State of Ohio," which check shall be delivered by mail, or otherwise, to Janis Miller, Administrative Assistant or her successor at the Ohio Attorney General's Office, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43266-0410. Payment is due within ten (10)

days of the time of submission of the relevant monthly self-monitoring report, as required by Novacor's NPDES permit.

17. The provisions and requirements of this Section VII shall be terminated after Novacor Chemicals Inc. has complied with the following provisions. In order for any provision of Section VII to terminate, Novacor Chemicals Inc. must achieve and maintain compliance with the final effluent limitations contained in its currently effective NPDES Permit, and any renewal or modification thereof, for a continuous one (1) year period of time subsequent to September 30, 1991, and pay all penalties required pursuant to this Consent Decree. Termination of these provisions of the Consent Decree shall be by order of the Court, upon application by any party, and upon a determination of the Court that all provisions required under this paragraph have been satisfied.

VIII. POTENTIAL FORCE MAJEURE

18. In any action to enforce any of the provisions of this Consent Decree, Defendant Novacor Chemicals Inc. may raise at that time the question of whether it is entitled to a defense that its noncompliance was caused by reasons beyond its 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 the 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 an enforcement action, if any, is commenced. Acceptance of this Consent Decree without a force majeure clause does not constitute a waiver by Defendant of any rights or defenses it may have under applicable law.

IX. RETENTION OF JURISDICTION

19. The Court will retain jurisdiction of this action for the purpose of making any order or decree which it deems appropriate to carry out this Consent Decree.

X. MISCELLANEOUS

20. All reports, plans and notices submitted to Plaintiff, pursuant to this Consent Decree, shall be sent to and/or delivered to the following individuals or their successors at the addresses specified below:

Keith Riley, Group Leader
Compliance and Enforcement Section, DWPC
Ohio Environmental Protection Agency
Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087

Heidi Sorin, Environmental Manager of
the Enforcement Section, DWPC
Ohio Environmental Protection Agency
1800 WaterMark Drive
P.O. Box 1049
Columbus, Ohio 43266-0149

21. All reports, plans and notices submitted to Defendant Novacor Chemicals Inc., pursuant to this Consent Decree, shall

be sent to and/or delivered to the following individuals or their successors at the addresses specified below:

Novacor Chemicals Inc.
690 Mechanic Street
Leominster, Massachusetts 01453
Attn: Corporate Secretary

Dean A. Calland, Esq.
Donald C. Bluedorn II, Esq.
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center
Pittsburgh, Pennsylvania 15222

XI. COSTS


22. Defendant Novacor Chemicals Inc. is hereby ordered to pay the court costs of this action, set forth in "Exhibit A" hereto. Exhibit B is expressly incorporated in this paragraph as if fully set forth herein.

XII. EFFECTIVE DATE AND TERMINATION

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

24. No earlier than three years from the date of the Court's approval of this Consent Decree, the Defendants may move the Court, pursuant to Rule 60(B) of the Ohio Rules of Civil Procedure, to terminate this Consent Decree if the Defendants can demonstrate that it has been in compliance with the obligations of this Consent Decree for such a three year period. The Plaintiff takes no position as to such motion and reserves any rights it may have to oppose the motion including

the basis that three years is, in actuality, not an appropriate time period.

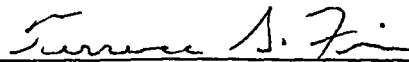


JUDGE, COURT OF COMMON PLEAS

APPROVED:


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

BY:




TERRENCE S. FINN
Assistant Attorney General
30 East Broad Street
25th Floor
Columbus, Ohio 43266-0410
(614) 466-2766

Counsel for Plaintiff

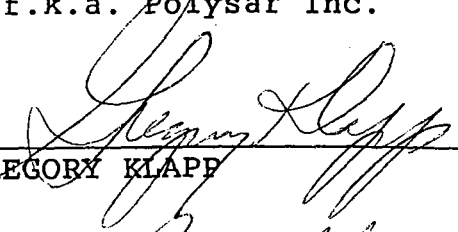


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Counsel for Defendants



Authorized Representative
for Novacor Chemicals, Inc.,
f.k.a. Polysar Inc.



GREGORY KLAPP



LARRY MORRIS

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COST INFORMATION

Final costs will not be assessed until the Final Order is signed. As of May 7, 1993, the approximate costs are \$49.00 plus \$2.00 per page for the Final Order.