

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

STATE OF OHIO, ex rel.
LEE FISHER
Attorney General of Ohio

Plaintiff,

PRISTINE, INC., et al.,

Defendants.

Judge	WJL
Mag.	
Journal	
Motion #	
Issue	mt
Card	
N/S	
Docketed	WJL

CIVIL ACTION
NO. C-1-89-709

(Carl B. Rubin)

ENTRY APPROVING AMENDED
CONSENT DECREE

APR 16 11 10 AM '91
CLERK OF COURT

WHEREAS, the parties to this action reached a settlement and voluntarily entered into a Consent Decree which they presented to the Court for review on or about June 10, 1991; and

WHEREAS, the Court has requested that the parties consider making certain modifications to the Consent Decree relating to the retention of jurisdiction; and

WHEREAS, the parties to the Decree have voluntarily agreed to make the following changes:

1. Paragraph IX,B,(2) is modified to read in full as follows: "The State reserves its rights, if any, to petition the Court for appropriate relief pursuant to the American Greetings Consent Decree. The Ohio Settlers reserve their rights to challenge such action on any grounds and to assert any defenses or claims in relation to any such action taken by the State.

(a.) This reservation of rights is not binding upon the Court."

2. Paragraph X, D is modified to read in full as follows: "After exhausting the procedures provided for herein, either

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Party may petition this Court to reopen this action for resolution of the dispute."

3. X, E is modified to read in full as follows: "The State and the Ohio Settlers agree that if either the State or the Ohio Settlers believes that delay in the resolution of a dispute would present an imminent and substantial endangerment to public health or the environment, either Party may petition the Court to reopen this action to obtain relief without following the dispute resolution procedures of this Section."

4. Paragraph XIV is modified to read in full as follows: "There shall be no modification of this Consent Decree without written approval of all Parties to this Consent Decree or upon order of the Court following a petition to reopen this action. No oral modification of this Consent Decree shall be effective."

5. Paragraph XX is modified to read in full as follows: "Any Party may petition the Court to reopen this case for any further orders that may be necessary to construe, carry out or enforce compliance with the terms and conditions set forth in this Consent Decree."

IT IS HEREBY ORDERED, that the attached Consent Decree, as modified with the changes above, is APPROVED.



CARL B. RUBIN, JUDGE
United States District Court

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

STATE OF OHIO,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION L-1-89-70
)	(Judge Carl B. Rubin)
PRISTINE, INC. et al.,)	
)	
Defendants.)	<u>CONSENT DECREE</u>

WHEREAS, in November 1974, Pristine, Inc. began operating a hazardous waste incinerator and neutralization facility (the "Facility") in the City of Reading, Hamilton County, Ohio;

WHEREAS, the Ohio Environmental Protection Agency ("OEPA") brought suit against Pristine, Inc.'s owners and operators in state court in 1980, and negotiated a partial consent decree with Pristine, Inc.; under which Pristine, Inc. was enjoined to decrease the quantity of waste inventory at the facility;

WHEREAS, in September 1984, U.S. EPA commenced a Remedial Investigation and Feasibility Study for the Facility, and such reports were issued on November 12, 1987;

WHEREAS, U.S. EPA in consultation with the State reached a decision on the final remedy for the Facility which is embodied in the Record of Decision, as amended, to which the State of Ohio has given its concurrence;

WHEREAS, the Settling Defendants, De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies have agreed to finance and perform the Work at the Facility by entering into a consent decree with the U.S. EPA in United States v. American Greetings Corp., et al., No. C-1-89-837, (S.D. Ohio) (hereinafter "American Greetings Consent Decree");

WHEREAS, the Settling Defendants have agreed to implement the remedy in the amended Record of Decision as required by the American Greetings Consent Decree;

WHEREAS, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq., the Ohio Solid and Hazardous Wastes Control Act, R.C. 3734, the Ohio Water Pollution Control Act, R.C. Chapter 6111, the Ohio Air Pollution Control Act, R.C. 3704, the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, and the common law, the State has filed a Complaint in the above-captioned case for the recovery of past and future response costs, for declaratory relief, for injunctive relief, for nuisance abatement, and for civil penalties against Ohio Settlers, De Minimis Settling Defendants, Settling Federal Agencies and Settling State Agencies; and some of the Ohio Settlers have asserted counterclaims against the State of Ohio and crossclaims against Pristine, Inc., and Pristine, Inc.'s operators Riley Kinman and David Gravely;

WHEREAS, pursuant to § 113(g)(1) of CERCLA, 42 U.S.C. § 9613(g)(1), the State notified the President of the United States of damage or potential damage done to natural resources as a result of the operation of Pristine, Inc. and of the State's intention to proceed against potentially responsible parties;

WHEREAS, the State enters into this Consent Decree in order to settle all claims, not specifically reserved herein, which were raised by the State or could have been raised by the State in this case to settle the alleged liability of the "Ohio Settlers" (as that term is defined herein), De Minimis Settling Defendants, Settling Federal Agencies, and Settling State Agencies as a result of the operation of the Pristine, Inc. Facility;

WHEREAS, the Settling Defendants, De Minimis Settling Defendants, Settling Federal Agencies, and Settling State Agencies deny any responsibility for hazardous substances or pollutants located at the Facility, and deny any legal or equitable liability under statute, regulation, ordinance, or common law for any costs or damages caused by or resulting from storage, treatment, or disposal activities or the actual or threatened release of hazardous substances or pollutants at or from the Facility;

WHEREAS, the State of Ohio, the Ohio Settlers, De Minimis Settling Defendants, Settling Federal Agencies and Settling State Agencies agree that settlement of this matter and entry of this Consent Decree is in the public interest and

is made in good faith in an effort to avoid expensive and protracted litigation, without any admission as to fact or liability for any purpose, to settle and resolve claims that are disputed as to validity and amount; and

WHEREAS, the Court finds that the settlement of this lawsuit in the manner provided in this Consent Decree is in the public interest;

NOW, THEREFORE, IT IS HEREBY Ordered, Adjudged, and Decreed:

I.

JURISDICTION

The Court has jurisdiction to issue this Consent Decree and over the signatories to this Consent Decree for purposes of entering the Consent Decree. The signatories shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree. This provision is not intended to confer jurisdiction for any matter not resolved in this action.

II.

PARTIES BOUND

This Consent Decree applies to and is binding upon the signatories to this Consent Decree, and their successors and assigns. The undersigned representative of each signatory

to this Consent Decree 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 Decree and to execute and legally bind that signatory to this Consent Decree.

III.

DEFINITIONS

Whenever the following terms are used in this Consent Decree, the following definitions specified in this Section shall apply:

A. "American Greetings Consent Decree" refers to the consent decree entered in United States v. American Greetings Corp., et al., No. C-1-89-837 (S.D. Ohio).

B. "Consent Decree" means this Decree, entered in the case captioned State of Ohio v. Pristine, Inc., et al., No. C-1-89-709.

C. "De Minimis Settling Defendants" means those persons who have signed the American Greetings Consent Decree, are listed in Appendix 8D thereto, and have paid the said amount set forth in Appendix 8D.

D. "Facility" means the "facility" as that term is defined at Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and specifically means the property upon which Pristine, Inc. conducted operations in the City of Reading, Hamilton County, Ohio, and the concrete structure referred to as the Magic Pit,

as both are depicted on the map attached hereto, and any other area to which hazardous substances have migrated therefrom.

E. "National Contingency Plan" or "NCP" shall be used as that term is used in Section 105 of CERCLA, 42 U.S.C. § 9605, and means the regulations codified at 40 C.F.R. Part 300.

F. "OEPA" means the Ohio Environmental Protection Agency, and its successors and assigns.

G. "Ohio Settlers" are those Settling Defendants who are signatories to this Consent Decree and to the Ohio Pristine Site Trust Fund Agreement, and have made the payments required under the Trust Fund, and their successors and assigns.

H. "Oversight Costs" mean any costs incurred by OEPA after the entry of this Consent Decree that are not inconsistent with the NCP and are incurred by OEPA in monitoring the performance of the Work pursuant to the American Greetings Consent Decree. These costs include but are not limited to site investigation and sampling related costs in connection with the performance of the Work and costs incurred in reviewing and commenting on documents regarding the performance of the Work.

I. "Parties" means the Plaintiff and the Ohio Settlers.

J. "Plaintiff" means the State of Ohio, including its agencies and departments, except Settling State Agencies.

K. "Project Coordinator" means the person designated by OEPA to review and comment on the performance of the Work.

L. "Project Manager" is the person designated by the Ohio Settlers to coordinate communications with OEPA.

M. "Response Costs" means any costs incurred by Plaintiff with respect to the Facility pursuant to 42 U.S.C. §§ 9601 et seq. that are not inconsistent with the NCP, and any necessary costs that are consistent with the NCP incurred by any Ohio Settlers or the Trustees with respect to the Facility.

N. "ROD" means the Record of Decision as amended by U.S. EPA, in March, 1990, which provides the basis for the remedial action specified in the American Greetings Consent Decree.

O. "RD/RA Work Plan" means the work plan for remedial design and remedial action at the Facility to implement the RAP, all documents and reports required to be submitted pursuant to Paragraph D of Section V of the American Greetings Consent Decree, and any modification made to such work plan.

P. "Remedial Action Plan" or "RAP" means the plan for implementation of the remedial design, remedial action and operation and maintenance of the remedial action at the Facility, as set forth in the ROD, and any modification made to such plan in accordance with the provisions of the American Greetings Consent Decree.

Q. "Settling Defendants" means those persons who have signed the American Greetings Consent Decree and are listed in its Appendix 8A and Appendix 9A, including the Schedule C Settling Defendants.

R. "Settling Federal Agencies" means those federal agencies or departments that are listed in Appendix 8B of the American Greetings Consent Decree, and have made payments in accordance with the schedule set forth in Appendix 9B therein.

S. "Settling State Agencies" means those state agencies or departments that are listed in Appendix 8C of the American Greetings Consent Decree, and have made payments in accordance with the schedule set forth in Appendix 9C therein.

T. "State" means the State of Ohio, including without limitation, its agencies (except Settling State Agencies), departments, successors, and assigns. Whenever used in Section XII. of this Consent Decree, "State" shall also mean Settling State Agencies.

U. "Trust Fund" means the fund or funds to which the Ohio Settlers will pay the amounts specified in the Consent Decree.

V. "Trustees" means the persons or entities appointed pursuant to this Consent Decree and having the obligations of the Trustees as set forth in the trust agreement. The Trustee shall each be deemed to be the agent of the Ohio Settlers for the purpose of implementing this Consent Decree consistent with the terms of the trust agreement.

W. "U.S. EPA" means the United States Environmental Protection Agency, its representatives, successors, and assigns.

X. "Work" means the design, construction and implementation, in accordance with Section V of the American Greetings Consent Decree, of the tasks described in the ROD, the RAP, and the RD/RA Work Plan.

IV.

TRUST FUND

A. Within thirty (30) days of the effective date of this Consent Decree, each of the Ohio Settlers shall make payments to the Trust Fund in accordance with the trust agreement. The Ohio Settlers shall instruct the Trustees to use the money in the Trust Fund to reimburse the State pursuant to the terms of Section VIII (Reimbursement).

B. Nothing in this Consent Decree constitutes approval by the State of Ohio of the Trust Fund for any purpose other than the purpose of implementing the requirements of this Consent Decree. The Ohio Settlers shall bear all costs associated with the creation, use, and termination of the Trust Fund, including any Trustee fees.

V.

FACILITY ACCESS, SAMPLING, DOCUMENT AVAILABILITY

A. The Court hereby orders Jane Long, Oren Long, Pauline Long, and Cincinnati Drum Services, Inc., to give the

Parties, their agents and contractors full and complete access to any property owned or leased by them for performance of the Work. To the extent that the Work requires access to the Facility or other areas that are presently owned by persons or entities other than those bound by this Consent Decree, the Ohio Settlers shall use their best efforts to negotiate and obtain access agreements from the present owners of the Facility and of all other known areas to which access is required. Ohio Settlers' best efforts shall include seeking assistance of the Court to obtain access agreements. Such agreement shall provide access for the State, authorized representatives of the State, Settling Defendants and Settling Defendants' contractors necessary to perform the Work. In the event that Ohio Settlers are unable to obtain access agreements, the State may use its legal authorities to obtain the necessary access.

B. When the Ohio Settlers conduct any scheduled sample collection activity pursuant to the American Greetings Consent Decree they shall, depending upon the sufficiency of the media, allow split or duplicate samples to be taken by the State. Any Party performing sampling activities that pertain to the Facility, shall notify the other Party or Parties where feasible, not less than fourteen (14) days in advance of any scheduled sample collection activity. In the event of a rescheduled sampling event, the Parties shall provide reasonable prior notice of the rescheduled sampling activities. The Ohio Settlers shall provide to the State the

results of all sampling and/or tests or other data generated by the Ohio Settlers with respect to the implementation of the American Greetings Consent Decree. The State shall provide all results of any sample analyses and/or tests or other data generated by the State in monitoring the performance of the Work, as such results are available, to the Ohio Settlers.

C. In the event that sample collection activity pertaining to the Facility that is not scheduled is undertaken, the Party or Parties taking such samples shall give reasonable notice under the circumstances to the other Party or Parties, and shall provide any data from such sampling to the other Party or Parties. Upon request and depending upon the sufficiency of the media, the Party or Parties taking samples shall allow split or duplicate samples to be taken by the other Party or Parties. Nothing herein shall be construed to limit the right of the State to otherwise conduct inspections or take samples under any laws or regulations.

D. Nothing herein shall be construed to limit the right of the State to otherwise conduct inspections or take samples under any laws or regulations.

VI.

REPORTING REQUIREMENTS

A. The Ohio Settlers shall require their Project Manager to prepare and provide to the State a copy of the

progress reports and all other documents that are required to be submitted to the State under the American Greetings Consent Decree and all technical data and reports relating to implementation of the Work. Such reports and documents will be submitted to the State on the same date as submissions to U.S. EPA.

B. The Ohio Settlers shall provide advance notice of not less than fourteen (14) days where feasible, to the State of all scheduled meetings between U.S. EPA and the Settling Defendants regarding the Work to be performed under the American Greetings Consent Decree. A "meeting" for purposes of this paragraph shall not include day-to-day interaction between the Settling Defendants, their representatives or contractors and U.S. EPA, its representatives or contractors.

C. To the maximum extent possible, communications from the State concerning implementation of the Work pursuant to the American Greetings Consent Decree shall be made to the Project Manager designated under the American Greetings Consent Decree. In the event that the Project Manager is unavailable, such communications shall be directed to the Trustees. If the State submits comments to the Ohio Settlers on any documents required to be submitted to the State by paragraph A above, the Ohio Settlers shall respond to such comments within thirty (30) days of their receipt by the Ohio Settlers. Nothing in this Section shall be construed to require Ohio Settlers under this Consent Decree to accept or

to implement the State's comments, nor shall this Section be construed as a waiver by the State of any rights, if any, it may have to seek the implementation of its comments.

VII.

AVAILABILITY OF INFORMATION

A. The Ohio Settlers may assert business confidentiality claims covering part or all of the information provided in connection with this Consent Decree in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), 40 C.F.R. § 2.203(b), or with applicable State law, including Ohio Admin. Code § 3745-49-03(A).

B. Nothing in this Consent Decree shall be deemed to constitute a waiver of any privilege. Information, documents or data submitted to U.S. EPA or OEPA as part of the implementation of the Work under the American Greetings Consent Decree shall not be considered privileged.

VIII.

REIMBURSEMENT

A. The Ohio Settlers shall reimburse the State for Response Costs incurred by the State prior to entry of this Consent Decree to the extent provided below in this Paragraph. All Response Costs payments required pursuant to this Paragraph shall be made to: The Ohio Hazardous Waste Clean-up

Special Account created by Ohio Revised Code § 3734.28, and forwarded to "Counsel for the Director of Environmental Protection," P.O. Box 1049, 1800 Watermark Drive, Columbus, Ohio 43266-0419, in the form of a certified or cashier's check payable to "Treasurer, State of Ohio"; and a copy of such check shall be sent to "Fiscal Officer," Division of Emergency and Remedial Response, at the address noted above.

1. Within sixty (60) days from the effective date of this Consent Decree, the Ohio Settlers shall reimburse the State for \$86,090.00 dollars, which represents 76.5% of all Response Costs incurred by the State prior to entry of this Consent Decree. The State agrees to waive the interest that may be payable on such Response Costs in return for not providing the Ohio Settlers with an accounting of such Response Costs.

2. The payments made under Paragraph A of this Section are reimbursement of Response Costs incurred prior to the entry of the Consent Decree claimed by the State in this action. In consideration of the monies received under Paragraph A of this Section, the State releases and covenants not to sue the Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies for any and all Response Costs incurred prior to the entry date of this Consent Decree.

B. The State shall submit to the Ohio Settlers an itemized invoice for Oversight Costs on a quarterly basis within one hundred and twenty (120) days after the end of the

quarter on the form attached as Exhibit A. The Ohio Settlers shall pay 76.5% of all Oversight Costs that are not inconsistent with the NCP, up to a maximum cumulative payment of \$200,000 by the Ohio Settlers. Payments shall be addressed to the persons listed in Paragraph A of this Section.

1. Unless disputed pursuant to Paragraph B.4. of this Section, payment shall be made by the Ohio Settlers within ninety (90) days after the Ohio Settlers are provided the itemized invoice and access to supporting documentation from the State. The supporting documentation shall include a list of the number of hours worked by each individual named employee/contractor, the employee's/contractor's rate of pay, a task-coded description, including in the "Activity" and "Other Expenses/Comment" sections of the form attached hereto as Exhibit B a detailed description of what the employee/contractor was working on in the case, a complete copy of the contract with such contractor, and receipts for each expenditure exceeding \$25.00.

2. In consideration of and upon payment of Oversight Costs as required by Paragraph B of this Section, the State releases and covenants not to sue the Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies for \$261,437.90 in Oversight Costs. The State releases and covenants not to sue De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies for any and all Oversight Costs in excess of \$261,437.90. The State reserves the right to seek

reimbursement from the Ohio Settlers for Oversight Costs in excess of \$261,437.90 but in no event shall the State assert a claim against the Ohio Settlers for more than 76.5% of such Oversight Costs.

3. The Ohio Settlers reserve their right to object, under Section X (Dispute Resolution) of this Consent Decree, without limitation to: 1) the payment of Oversight Costs for activities that are duplicative or substantially similar to oversight activities conducted by U.S. EPA under the American Greetings Consent Decree, and 2) the payment of costs incurred that are related to disputes between U.S. EPA and OEPA concerning the implementation of the American Greetings Consent Decree. The State does not waive any argument that it may have that such costs are not inconsistent with the National Contingency Plan. Therefore, the State reserves any rights it may have to seek the recovery of these costs.

4. If the Ohio Settlers object to any request for payment of Oversight Costs, and the State rejects the Ohio Settlers' objections, the provisions of Section X (Dispute Resolution) shall apply.

5. Should the Ohio Settlers contest a portion of the Oversight Costs set forth in an accounting, but not all of the costs, the uncontested costs shall be timely paid pursuant to Paragraph B.1 of this Section. Any costs which the Ohio Settlers must pay as a result of dispute resolution

shall be paid within thirty (30) days after the resolution of the dispute.

C. Within sixty (60) days of the effective date of this Consent Decree, the Ohio Settlers shall submit payment of \$200,000.00 in the form of a certified or cashier's check payable to "Treasurer, State of Ohio" and forward it to: "Counsel to the Director of Environmental Protection for the Pristine Site", P.O. Box 1049, 1800 Watermark Drive, Columbus, Ohio 43266-0419 for settlement of the State's claim for natural resource damages. A copy of such check shall be sent to "Fiscal Officer," Division of Emergency and Remedial Response at the address noted above. In consideration of receipt of such monies, the State releases and covenants not to sue the Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies and Settling Federal Agencies for any and all natural resource damages related to or arising from the Facility and its operations. The State specifically reserves its rights to sue any potentially responsible party (other than the Ohio Settlers, De Minimis Settling Defendants, Settling State agencies and Settling Federal Agencies) for damage or potential damage to natural resources related to or arising from the Facility and its operations. The resolution of the natural resource damages claim between the State and the Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies shall not restrict the State's rights, if any, to select, modify, or implement remedial action, to the extent that such remedial

action is necessary to assure the protection of human health or the environment, or to seek recovery of the costs for such remedial action. Nothing in this Section shall be construed to be an admission that the State has any right to obtain such remedial action.

D. Defendants Cincinnati Drum Services, Inc., Oren Long, Jane Long, Pauline Long, Jonathan Long and Jeoffrey Long, as executor of the estate of Chester Long, shall pay the State a civil penalty of \$30,000.00. Payment shall be made by delivering a certified or cashier's check to "Counsel to the Director of Environmental Protection for the Pristine Site," at P.O. Box 1049, 1800 Watermark Drive, Columbus, Ohio 43266-0419 pursuant to the following schedule:

1. Defendants Cincinnati Drum Services, Inc., Oren Long, Jane Long, Pauline Long, Jonathan Long, and Jeoffrey Long shall pay \$15,000.00 for their alleged violations of Ohio's air pollution control laws within sixty (60) days after the entry of this Consent Decree. The payment shall be made payable to the Treasurer of the State of Ohio.
2. Defendants Cincinnati Drum Service, Inc., Oren Long, Jane Long, Pauline Long, Jonathan Long, and Jeoffrey Long shall pay \$15,000.00 for their alleged violations of Ohio's water pollution control laws within

sixty (60) days after the entry of this Consent Decree. The payment shall be made payable to the Treasurer of the State of Ohio.

A copy of such checks shall be sent to "Fiscal Officer, " Division of Emergency and Remedial Response at the address noted above. In consideration of receipt of such monies, the State releases and covenants not to sue Cincinnati Drum Services, Inc., Oren Long, Jane Long, Pauline Long, Jonathan Long and Jeffrey Long, as executor of the estate of Chester Long, for any civil penalty claims related to or arising from the Facility and its operations. The State releases and covenants not to sue the other Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies for any civil penalty claims related to or arising from the Facility and its operations. The State reserves its rights to seek civil penalties from any potentially responsible party, (other than the Ohio Settlers (including Cincinnati Drum Service, Inc., Oren Long, Jane Long, Pauline Long, Jonathan Long and Jeffrey Long, as executor for the estate of Chester Long), De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies) for events related to or arising from the Facility and its operations.

E. The Parties acknowledge and agree that the payments of Response Costs incurred prior to the entry of this Consent Decree, Oversight Costs, natural resources damages,

and civil penalties made pursuant to this Section represent a settlement of disputed claims, and that settlement is fair, reasonable, and equitable.

F. The State reserves the right to seek any and all unreimbursed Response Costs and Oversight Costs, including interest, from any and all responsible parties, other than Ohio Settlers, De Minimis Settling Defendants, Settling Federal Agencies and Settling State Agencies.

IX.

RESERVATION OF RIGHTS

A. The OEPA agrees to coordinate with U.S. EPA to the maximum extent practicable in reviewing and commenting on U.S. EPA's approval/disapproval of any plan, design document, proposal, report, or RD/RA Work Plan documents required by the American Greetings Consent Decree.

B. In the event that there is a dispute regarding the Work required to be performed under the American Greetings Consent Decree:

(1) The Ohio Settlers shall not be deemed to be in violation of this Consent Decree if acting in compliance with U.S. EPA's directions pursuant to the American Greetings Consent Decree.

(2) The State reserves its rights, if any, to petition the Court for appropriate relief pursuant to the American Greetings Consent Decree. The Ohio Settlers reserve their rights to challenge such action on any grounds and to

assert any defenses or claims in relation to any such action taken by the State.

(3) The State reserves its rights, if any, to take any action under CERCLA, including but not limited to any rights described in Sections 121(e)(2), 121(f), and 310.

C. In the event the State becomes dissatisfied with the Work at the Facility, the State reserves its rights, if any, to obtain injunctive relief against the Ohio Settlers pursuant to Ohio Rev. Code §§ 6111, 3734, 3704, common law nuisance, and ultra hazardous activity. The Ohio Settlers reserve all of their defenses, if any, to such claims.

D. The State reserves its rights, if any, to seek the recovery of Response Costs incurred after the date of entry of this Decree from any and all responsible parties other than the De Minimis Settling Defendants, Settling Federal Agencies and Settling State Agencies. This reservation does not apply to Oversight Costs, which are governed by Paragraph VIII.B. of this Consent Decree.

E. Except for the matters described in Section XII.B., Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies reserve all claims, if any, they may have that the State is a responsible party under CERCLA or is otherwise liable for any activities at the Facility.

F. The Parties reserve any and all defenses to any future actions that may be brought by any other Party or by any non-signatory to this Consent Decree.

X.

DISPUTE RESOLUTION

A. The State and the Ohio Settlers shall, whenever possible, operate by consensus. In the event there is a dispute between the State and the Ohio Settlers that arises under this Consent Decree, the Parties shall negotiate in good faith for ten (10) business days to resolve their differences.

B. In the event that the Parties are unable to reach consensus within ten (10) business days, the Ohio Settlers shall submit a written statement of a dispute to the State within fifteen (15) business days following the end of the good faith negotiation period. The written position of the Ohio Settlers shall set forth the nature of the dispute, the Ohio Settlers' position with respect to the dispute, and the information and legal grounds upon which the Ohio Settlers rely to support their position. The State shall provide its written position to the Ohio Settlers' written position within fifteen (15) business days of the receipt of Ohio Settlers' position. The State's written position shall set forth the nature of the dispute, the State's position with respect to the dispute, and the information and legal grounds upon which the State relies to support its position.

C. The Parties shall have an additional fifteen (15) business days from receipt of the State's position to resolve their differences. If the State concurs with the position of the Ohio Settlers or if a compromise is reached,

the State shall take appropriate action. If the State does not concur with the position of the Ohio Settlers, the State shall notify the Ohio Settlers in writing of its position and the basis therefor at the end of the fifteen (15) day negotiation period.

D. After exhausting the procedures provided for herein, either Party may move this Court for resolution of the dispute.

E. The State and the Ohio Settlers agree that if either the State or the Ohio Settlers believes that delay in the resolution of a dispute would present an imminent and substantial endangerment to public health or the environment, either Party may petition the Court for relief without following the dispute resolution procedures of this Section.

XI.

EFFECT OF SETTLEMENT

A. This Consent Decree was negotiated in good faith by the Plaintiff, the Ohio Settlers, the De Minimis Settling Defendants, Settling Federal Agencies and Settling State Agencies, and the Ohio Settlers' payments pursuant to this Consent Decree represent a fair and reasonable settlement of this case.

B. Except as otherwise provided in Section XII.C., this Consent Decree provides the Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies and Settling

Federal Agencies with contribution protection as provided in Section 113(f) of CERCLA, 42 U.S.C. § 9613(f).

XII.

RELEASE AND COVENANT NOT TO SUE

A. Except as otherwise provided in parts V, VIII, and IX this Consent Decree, and in consideration of the payments that will be made by the Ohio Settlers under the terms herein, the State covenants not to sue or to take any administrative action against the Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies or their respective agents, successors or assigns for Covered Matters. Covered Matters shall include all common law claims and all claims and causes of action under laws, statutes, or regulations, including subsequently enacted laws, statutes, or regulations, administered and enforced by the State of Ohio or the United States which have been or could have been asserted against the Ohio Settlers, De Minimis Settling Defendants, Settling Federal Agencies or Settling State Agencies as of the effective date of the Consent Decree, arising out of all matters which were raised, or could have been raised, relating to or arising from the Facility or its operations.

B. The Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies, and Settling Federal Agencies release and covenant not to sue the State in

contribution or otherwise for (1) any of the costs of performing the Work; (2) the payments made to the United States or U.S. EPA pursuant to the American Greetings Consent Decree; and (3) the payments for Response Costs incurred by the State, Ohio Settlers, De Minimis Settling Defendants, Settling State Agencies or Settling Federal Agencies prior to the entry of this Consent Decree, (4) the payments for Oversight Costs incurred by the State and (5) natural resource damages for natural resources over which the State is the trustee or over which the State and the United States are the co-trustees. The Ohio Settlers, De Minimis Settling Defendants, Settling Federal Agencies and Settling State Agencies specifically reserve the right to seek contribution from the State for any claims other than those specifically released in this paragraph.

C. Except for those claims reserved below, the Ohio Settlers, the De Minimis Settling Defendants, Settling Federal Agencies and Settling State Agencies hereby covenant not to sue each other as to all common law claims and all claims and causes of action under laws, statutes, or regulations, including subsequently enacted laws, statutes or regulations, administered and enforced by the United States or the State of Ohio which have been, or could have been, asserted against each other as of the effective date of this Consent Decree, arising out of all matters which were raised, or could have been raised, relating to or arising from the Facility, including but not limited to past Response Costs,

Oversight Costs, the Work or any future obligations or liability under this Consent Decree. The covenants not to sue contained in this Paragraph shall not apply to the following:

1. Any claim or demand for personal injury, property damage or "toxic tort" claims of any kind except any such claims arising in connection with the Settling Defendants' implementation of the Work;

2. Any criminal liability;

3. Any claim or demand not the subject of this Consent Decree; and

4. Any claims by any Ohio Settlor(s) against any other Ohio Settlor(s).

This Section shall not apply to any De Minimis Settling Defendant, Settling Federal Agency or Settling State Agency that ceases to qualify as such pursuant to the American Greetings Consent Decree.

D. Except as expressly provided herein, nothing in this Consent Decree constitutes a covenant not to sue or not to take action or otherwise limits the ability of the State or the Ohio Settlers to seek or obtain relief available to such Parties pursuant to the terms of the American Greetings Consent Decree.

E. 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, other than the

De Minimis Settling Defendants, Settling Federal Agencies and Settling State Agencies, for any liability it may have arising from or relating to this Facility or its operations.

XIII.

NOTICES

A. Whenever, under the terms of this Consent Decree, 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 Section X (Dispute Resolution), such correspondence shall be directed to the following individuals at the addresses specified below or such other individuals as the Ohio Settlers or the State may designate in writing:

As to the State of Ohio:

- a. Project Coordinator
Pristine Site
Southwest District Office
Ohio Environmental
Protection Agency
401 S. Main Street
Dayton, Ohio 45402
- b. Manager, Technical and
Program Support Unit
Pristine Site
Central Office
Ohio Environmental
Protection Agency
P.O. Box 1049
1800 Watermark Drive
Columbus, OH 43266-0149

As to the Ohio Settlers:

- a. Project Manager
Conestoga Rovers &
Associates, Ltd.
Attn: Julian Hayward
651 Colby Drive
Waterloo, Ontario
Canada N2V1C2
- b. The Trustees
J. Floyd Byrd
20075 Valrene Court
Lawrenceburg, IN 47205

Robert E. Fremont
7869 Pine Meadow Lane
Cincinnati, OH 45224

Gloria J. McKinley
3950 Nichols Road
Oxford, OH 45056

B. Any correspondence shall be deemed to be provided upon either hand-delivery or mailing first class, postage prepaid, to the appropriate addresses specified above.

XIV.

MODIFICATION

There shall be no modification of this Consent Decree without written approval of all Parties to this Consent Decree or upon order of the Court following notice and opportunity for hearing by all Parties. No oral modification of this Consent Decree shall be effective.

XV.

COMMUNITY RELATIONS

The State agrees to provide notice to the Ohio Settlers at least fourteen (14) days in advance of any public meetings that may be held or sponsored by the State to explain activities at or concerning the Facility.

XVI.

USE OF CONSENT DECREE

This Consent Decree was negotiated and executed by the signatories in good faith to avoid expensive and protracted litigation and is a settlement of claims that were

contested, denied and disputed as to validity and amount. The execution of this Consent Decree is not a finding or an admission of any fact or liability on any issue dealt with in the Consent Decree. Accordingly, it is the intention of the signatories that, with the exception of this proceeding, any proceeding reserved under Section IX, and proceedings to enforce this Consent Decree, this Consent Decree shall not be admissible in any judicial or administrative proceeding (except that it may be admissible in a judicial or administrative proceeding between a signatory and its insurance company and/or any other person or firm for contribution or indemnity or in defense in any proceeding). Except for the \$30,000.00 civil penalty contained in Section VIII.D., it is further agreed and ordered that the payments made herein by the Ohio Settlers are not and do not constitute penalties, fines or monetary sanctions of any kind.

XVIII.

EFFECTIVE DATE AND TERMINATION

- A. This Consent Decree shall be effective thirty (30) days after entry by the Court.
- B. Upon showing that all applicable terms of this Consent Decree, including payment of all costs due hereunder, have been complied with, this Consent Decree shall be terminated upon motion of any Party. Termination of this Consent Decree shall not affect the Covenant Not to Sue under

Section XII, the reservation of rights under Sections V, VIII, and IX, or the contribution protection in Section XI.B.

XX.

MISCELLANEOUS

Any Party may apply to the Court for any further orders that may be necessary to construe, carry out or enforce compliance with the terms and conditions set forth in this Consent Decree.

By the signature below, consent to this Consent Decree is hereby given:

STATE OF OHIO

By: ~~Jeffrey Howard Handley~~ Assistant Attorney General
Date: June 10, 1991

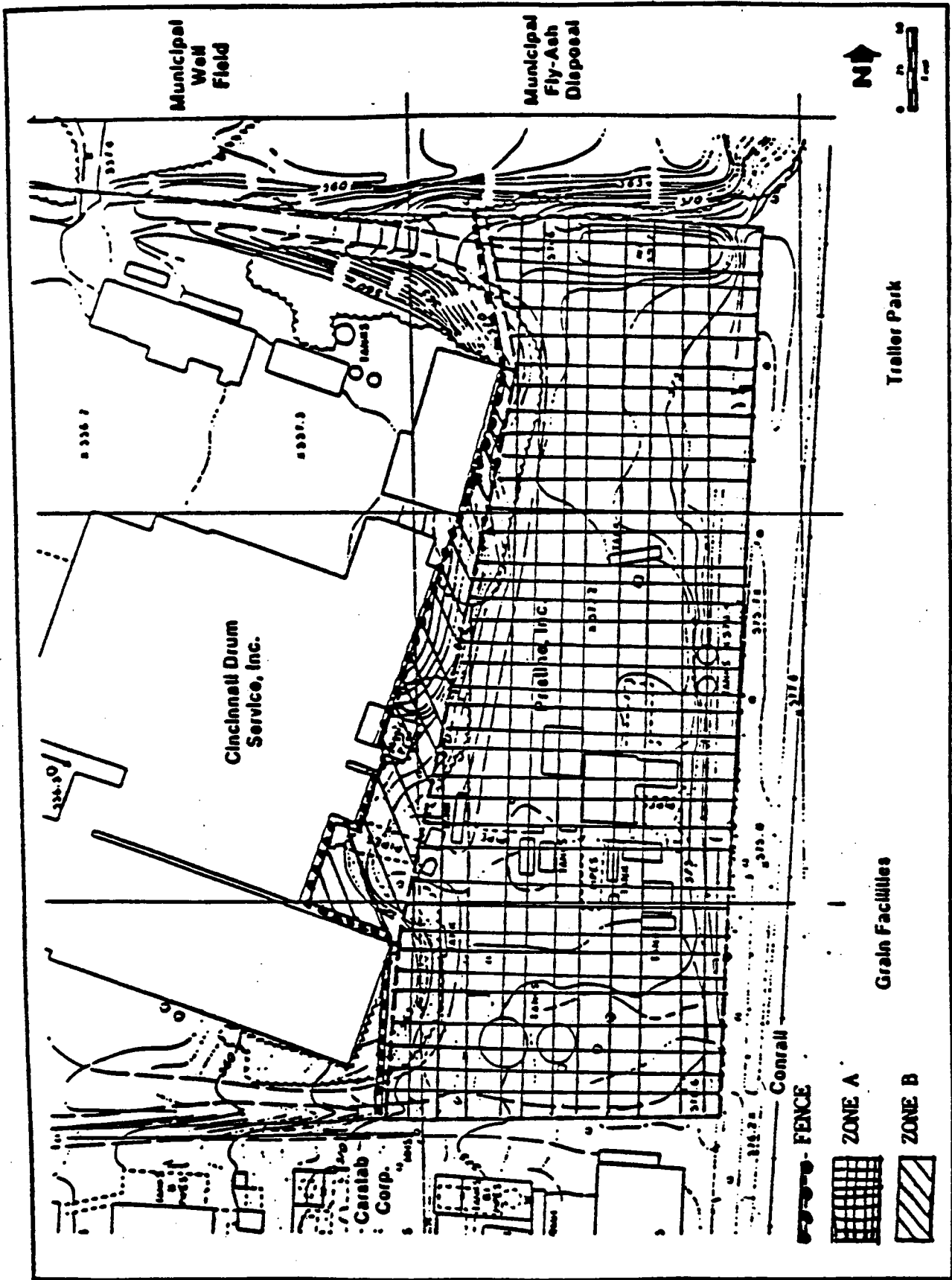


FIGURE 1

INVOICE

DRAFT

TO: _____

OCTOBER 19, 1990

FROM: OHIO ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF EMERGENCY AND REMEDIAL RESPONSE
1800 WATERMARK DRIVE
P.O. BOX 1049
COLUMBUS, OHIO 43266-0149

DESCRIPTION: Payment for oversight costs at Pristine from 14
January through 11 August 1990 per the terms of
section _____ of the Consent Order.

Ohio EPA personnel oversight efforts necessary to
ensure implementation of the work are itemized on
the attachment to this invoice. The total amount
due is \$4,851.94

TIME PERIOD: 01-14-90 through 08-11-90

PAYROLL AND: (Payroll and Fringe = Hr. Rate +
FRINGE: Overtime rate + Haz. Rate + 27.18%
Fringe)
\$3,090.40

OVERHEAD (57% (Overhead rate) x Payroll
COSTS: and Fringe)
\$1,761.54

TOTAL COSTS PAYABLE TO OHIO EPA: \$4,851.94

PLEASE REMIT A CHECK FOR THE AMOUNT PAYABLE TO:

Treasurer, State of Ohio/Hazardous Waste Special
Clean Up Account
To: Counsel to the Director (Ms. Cindy Hafner)
Ohio EPA, P.O. Box 1049, 1800 WaterMark Drive
Columbus, Ohio 43266-0149

WITH COPIES OF YOUR TRANSMITTAL LETTER TO:

Fiscal Officer, DERR (Attn: Pat Campbell)
Ohio EPA, P.O. Box 1049, 1800 WaterMark Drive
Columbus, Ohio 43266-0149



I N V O I C E

PRISTINE INC.

<u>Employee</u> <u>Class</u>	<u>Date</u>	<u>Hours</u> <u>Req.</u>	<u>OT</u>	<u>Rate</u>	<u>Salary</u> <u>+Fringe</u>	<u>Overhead</u> <u>(57%)</u>	<u>Total</u>
Env. Engr. 1	03-11-90 through 03-24-90	4		\$11.97	\$ 60.89	\$ 34.71	\$ 95.60
Env. Engr. 1	01-14-90 through 04-07-90	164		\$13.07	\$2,726.08	\$1,553.87	\$4,279.95
Env. Engr. 2	04-22-90 through 06-16-90	8		\$13.74	\$139.80	\$ 79.69	\$219.49
Env. Engr. 2	04-22-90 through 06-16-90		1	\$20.61	\$ 26.21	\$ 14.94	\$ 41.15
Env. Engr. 2	07-29-90 through 08-11-90	4		\$14.29	\$ 72.70	\$ 41.44	\$114.14
Env. Supv.	03-05-90 through 03-17-90	2		\$15.38	\$ 39.12	\$ 22.30	\$ 61.42
Env. Supv.	01-27-90	1		\$20.13	\$ 25.60	\$ 14.59	\$ 40.19
Total					\$3,090.40	\$1,761.54	\$4,851.94


CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Peter Marshall
(Type Name of Signatory)
Formica Corporation

10155 Reading Road, P.O. Box 41007

Cincinnati, Ohio 45241
(Address)

By: 
(Signature of Authorized Person)

Vice President U.S. Operations
(Title)

April 15, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

The Procter & Gamble Company
(Type Name of Signatory)

(Address)

By: *R. R. Nicolosi*
(Signature of Authorized Person)

R. R. Nicolosi, Group Vice President
(Title)

Date

C

○

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Borden, Inc.
(Type Name of Signatory)
180 E. Broad Street

Columbus, Ohio 43215

(Address)

By:  *MSH*
(Signature of Authorized Person)

Executive Vice President
(Title)

March 27, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Ohio Settlor
(Type Name of Signatory)
General Motors Corporation

3031 West Grand Boulevard

Detroit, MI 48202
(Address)

By: Mark Gester
(Signature of Authorized Person)

Attorney
(Title)

4/8/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

CHEMICAL/Cincinnati Corporation
(Type Name of Signatory)

7050 W. 71st Street

Chicago, IL 60638
(Address)

By: Willie D. Miller
(Signature of Authorized Person)

Assistant Secretary
(Title)

April 10, 1992
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

NACCON, INC. (Formerly NATICO, INC.)

(Type Name of Signatory)

6700 South LeClaire Avenue

Chicago, Illinois 60638

(Address)

By:


(Signature of Authorized Person)

James R. IntVeldt

V. P. - Controller

(Title)

5/1/91

Date

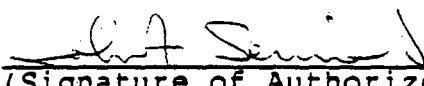
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

John F. Serino, Jr.
(Type Name of Signatory)
IBM Corporation

208 Harbor Drive

Stamford, CT 06904
(Address)

By: 
(Signature of Authorized Person)

Director, Environmental Programs
(Title)

April 1, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

James River II, Inc.
Successor in Interest to Crown Zellerbach Cor
(Type Name of Signatory)
300 Lakeside Drive, Room 1140
Oakland, CA 94612

(Address)

By: *[Signature]*
(Signature of Authorized Person)

WWS

VP - Operations Technology
(Title)

4-5-91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Senco Products, Inc.
(Type Name of Signatory)

8485 Broadwell Road

Cincinnati, Ohio 45244
(Address)

By: 
(Signature of Authorized Person)

Anthony J. Muto, Secretary
(Title)

3/25/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

Browning-Ferris Industries
Chemical Services, Inc.

CECOS International, Inc.
(Type Name of Signatory)

757 N. Eldridge

Houston, Texas 77079
(Address)

By: Gerald K. Burger
(Signature of Authorized Person)
Gerald K. Burger
Vice President
(Title)

April 18, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Robert L. Harness

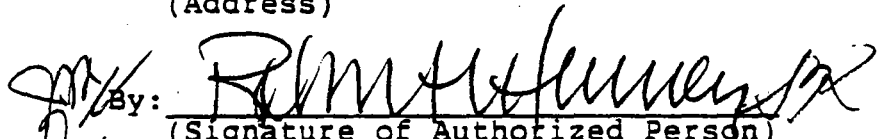
(Type Name of Signatory)

Monsanto Agricultural Company

800 North Lindbergh

St. Louis, MO 63167

(Address)

By: 
(Signature of Authorized Person)

Vice President Environmental & Public Affairs

(Title)

April 2, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Lynn Solvents/Van Waters & Rogers Inc.

(Type Name of Signatory)

801 Second Avenue

Seattle, WA 98104-1564

(Address)

By: 

(Signature of Authorized Person)

SENIOR CORPORATE COUNSEL
(Title) ENVIRONMENTAL

April 5, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

GENERAL ELECTRIC COMPANY

(Type Name of Signatory)

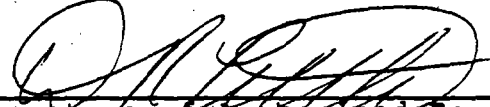
GE Aircraft Engines

One Neumann Way (MD S150)

Cincinnati, Ohio 45215

(Address)

By:



(Signature of Authorized Person)

Vice President and Division General Manager,
(Title) GE Marine & Industrial Engines and
Service

April 22, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

James R. Van Arsdale
(Type Name of Signatory)
American Greetings Corporation

10500 American Road
Cleveland, OH 44144
(Address)

By: *James R. Van Arsdale*
(Signature of Authorized Person)
Senior Vice President
(Title)

March 22, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Juliette Richter, Esq.
(Type Name of Signatory)
Henkel Corporation
The Triad, Suite 200
2200 Renaissance Boulevard

Gulph Mills, PA 19406
(Address)

By: *Juliette Richter*
(Signature of Authorized Person)
Associate General Counsel
(Title)

4/16/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Protective Treatments, Inc.

(Type Name of Signatory)

325 N. Wells St.

Chicago, Illinois 60610

(Address)

By: *

(Signature of Authorized Person)

Vice President and Secretary

(Title)

March 18, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Superior Oil Company, Inc.
(Type Name of Signatory)

P. O. Box 186

Indianapolis, Indiana 46206
(Address)

By: 
(Signature of Authorized Person)

Environmental Coordinator
(Title)

April 5, 1991
Date

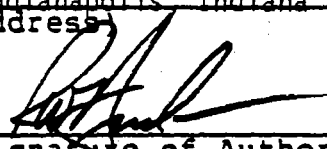
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Reclaimed Energy Co., Inc.
(Type Name of Signatory)

P. O. Box 1111

Indianapolis, Indiana 46206
(Address)

By: 
(Signature of Authorized Person)

Secretary/Treasurer
(Title)

April 5, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

NER Data Products (West), Inc.
successor to
Frye Copysystems, Inc.

(Type Name of Signatory)

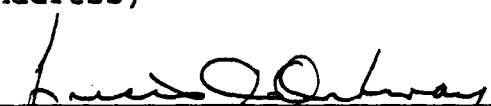
c/o Hargro Associates

1600 Summer Street

Stamford, CT 06905

(Address)

By:


(Signature of Authorized Person)

President
(Title)

March 18, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Joseph P. Rotella
(Type Name of Signatory)
Quantum Chemical Corporation
USI Division
11500 Northlake Drive

Cincinnati, OH 45249
(Address)

By: 
(Signature of Authorized Person) *Yor*

Vice President Manufacturing
(Title)

March 27, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

James M. Kipling

(Type Name of Signatory)

Kenner Products

1014 Vine Street, Cinti, OH 45202

(Address)

By:

James M. Kipling
(Signature of Authorized Person)

(Title)

VP

Date

3/25/91



CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Dentsply International Inc.

By: John C. Miles, II

(Type Name of Signatory)

570 West College Avenue

York, PA 17405

(Address)

By: 

(Signature of Authorized Person)

President & COO

(Title)

April 5, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Brulin & Company, Inc.

(Type Name of Signatory)

2920 Dr. Andrew J. Brown Ave.

Indianapolis, IN 46205
(Address)

By: *Kim O. Brundage*
(Signature of Authorized Person)

Chief Financial Officer
(Title)

April 5, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Thomas L. Dunham

(Type Name of Signatory)
LIEBEL FROESCHER COMPANY

2111 E. Galbraith Road

Cincinnati, OH 45215

(Address)

By: Thomas R. Dunham

(Signature of Authorized Person)
Executive Vice President

(Title)

April 3, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Charles R. Hanson
(Type Name of Signatory)

2603 Corporate Avenue, Suite 100

Memphis, Tennessee 38132
(Address)

By: CR Hanson
(Signature of Authorized Person)

Vice President, Environmental Services
(Title)

4/5/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

THE GROTE MANUFACTURING COMPANY, INC.
(Type Name of Signatory)

2600 LANIER DRIVE

MADISON, INDIANA 47250
(Address)

By: 
(Signature of Authorized Person)

SENIOR VICE PRESIDENT
(Title)

MARCH 19, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

S. Rosenthal & Company, Inc.

(Type Name of Signatory)

9933 Alliance

Cincinnati, Ohio 45242

(Address)

By: James E. Brown
(Signature of Authorized Person)

Plant Manager

(Title)

April 9, 1991
Date

C

○

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

CINCINNATI DRUM SERVICE, INC.
(Type Name of Signatory)

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By: 
(Signature of Authorized Person)

OREN LONG, PRESIDENT

Pres
(Title)

3-25-91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

(Type Name of Signatory)

(Address)

By: *Pauline Long*
(Signature of Authorized Person)

(Title)

4-1-91
Date

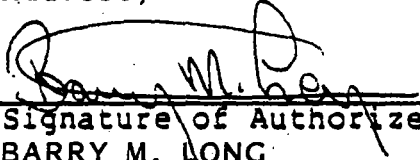
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

BARRY M. LONG
(Type Name of Signatory)

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By: 
(Signature of Authorized Person)
BARRY M. LONG

(Title)

3-22-91

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

OREN LONG
(Type Name of Signatory)

Oren Long

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By: *Oren Long*
(Signature of Authorized Person)

OREN LONG
Pres/Treas.
(Title)

3-25-91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

JANE LONG
(Type Name of Signatory)

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By: Jane Long
(Signature of Authorized Person)
JANE LONG

(Title)

3-25-91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

JEFFREY K. LONG, EXECUTOR
(Type Name of Signatory)

CHESTER A. LONG ESTATE

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By: 

(Signature of Authorized Person)

JEFFREY K. LONG

EXECUTOR, CHESTER A. LONG ESTATE

(Title)

April 5, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

JONATHAN K. LONG
(Type Name of Signatory)

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By: 
(Signature of Authorized Person)

JONATHAN K. LONG

(Title)

4-5-91

Date

- 31 -

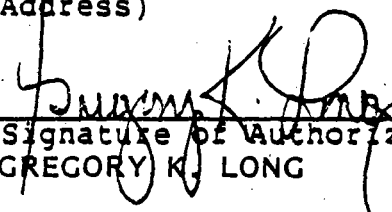
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

GREGORY K. LONG
(Type Name of Signatory)

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By: 
(Signature of Authorized Person)
GREGORY K. LONG
(Title)

4-5-91
Date

C

C

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

JEFFREY D. LONG
(Type Name of Signatory)

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By:


(Signature of Authorized Person)
JEFFREY D. LONG

(Title)

3-15-91
Date

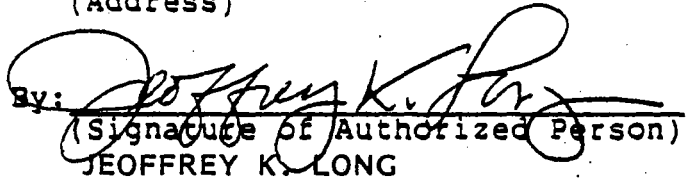
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

JEFFREY K. LONG
(Type Name of Signatory)

P.O. BOX 141

LUDLOW, KY 41016
(Address)

By: 
(Signature of Authorized Person)

JEFFREY K. LONG

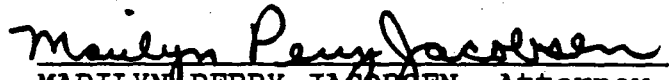
(Title)

April 5, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

RICHARD B. STEWART
Assistant Attorney General
Environment & Natural Resources
Division


MARILYN PERRY JACOBSEN, Attorney
United States Department of Justice
Environment & Natural Resources
Division
Environmental Defense Section
P.O. Box 23986
Washington, D.C. 20026-3986
(202) 514-2664

COL. MICHAEL DONNELLY
Chief, Environmental Law Division
Office of Judge Advocate General
Bldg. 5683, Bolling Air Force Base
Washington, DC 20332-6128

THOMAS CURTIS, Attorney Advisor
Environmental Law Division
Office of Judge Advocate General
Bldg. 5683, Bolling Air Force Base
Washington, DC 20332-6128

ATTORNEYS for the UNITED STATES
AIR FORCE

June 7, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Douglas E. Martin

(Type Name of Signatory)
BASF Corporation

100 Cherry Hill Road

Parsippany, New Jersey 07054
(Address)

By: 

(Signature of Authorized Person)

Attorney
(Title)

June 4, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/DeMinimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Thomas J. Stickrath
(Type Name of Signatory)

Department of Corrections

1050 Freeway Drive North

Columbus, Ohio 43229
(Address)

By:


(Signature of Authorized Person)

Acting Director of Corrections
(Title)

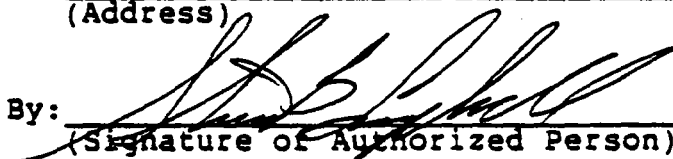
5/31/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

H.S. Crocker Co., Inc.
(Type Name of Signatory)
Valley Forge Square

660 American Ave., Suite 102
King of Prussia, PA 19406
(Address)

By: 
(Signature of Authorized Person)

President
(Title)

May 15, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Pedco Environmental, Inc.
(Type Name of Signatory)
c/o PEI Associates, Inc.

Chester Towers, 11499 Chester Rd

Cincinnati, Ohio 45246
(Address)

By: Richard W. Gentle
(Signature of Authorized Person)

Sr. Vice President
(Title)

May 17, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

I. V. Faraco
 (Type Name of Signatory)
president, Masonite Corporation
one south Wacker Drive
Chicago, IL 60606
 (Address)

By: [Signature]
 (Signature of Authorized Person)

President
 (Title)

4/3/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

PERRY EQUIPMENT Co., INC

(Type Name of Signatory)

25 MT. LAUREL RD

HAINESPORT, NJ 08036
(Address)

By: Louise Fields
(Signature of Authorized Person)

VICE-PRESIDENT
(Title)

4/20/77

Date

CONSENT TO SETTLEMENT

The undersigned (~~Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency~~) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Serv-A-Portion,
(Type Name of Signatory)
a division of Borden, Inc.

180 East Broad Street

Columbus, Ohio 43215
(Address)

By: *Jerry C. Cloudus* *JEH*
(Signature of Authorized Person)

Group V.P.
(Title)

May 6, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (~~Quoc S. Chu~~/De Minimis Settling
Defendant/~~Seeking Federal Agency/ Seeking State Agency~~)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

T.Z. Chu

(Type Name of Signatory)
Finnigan Corporation

355 River Oaks Parkway

San Jose, California 95134
(Address)

By: 
(Signature of Authorized Person)

PRESIDENT
(Title)

May 6, 1991
Date

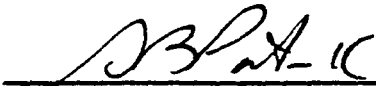
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

S. B. PATRICK
(Type Name of Signatory)
ASHLAND CHEMICAL, INC.

P. O. BOX 2219

COLUMBUS OH 43216
(Address)

USA
By: 
(Signature of Authorized Person)

GROUP VICE PRESIDENT
(Title)

MAY 1, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Vincent J. Gilday, Jr.-V.P. Operations
HAMILTON FIXTURE COMPANY

(Type Name of Signatory)
P.O. BOX 658

HAMILTON, OHIO 45012

(Address)

By: Vincent J. Gilday, Jr.
(Signature of Authorized Person)

VICE PRESIDENT-OPERATIONS

(Title)

April 29, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Nita Clayton

(Type Name of Signatory)
Superintendent

Lockland City School District

210 North Cooper Avenue

(Address)
Cincinnati, OH 45215

By:

Nita Clayton
(Signature of Authorized Person)

Superintendent

(Title)

April 30, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Antioch University

(Type Name of Signatory)

795 Livermore Street

Yellow Springs, Ohio 45387

(Address)

By: *Shylla J. Williams*
(Signature of Authorized Person)

Sr. Vice President for Financial Affairs
(Title)

April 30, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (~~Ohio Settlor~~/De Minimis Settling
Defendant/~~Settling Federal Agency~~/~~Settling State Agency~~)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

Randolph T. Torney
(Type Name of Signatory)
DAP Inc.

P. O. Box 277
Dayton, OH 45401
(Address)

By: Randolph T. Torney
(Signature of Authorized Person)
Counsel & Asst. Secretary
(Title)

4/29/91
Date

CONSENT TO SETTLEMENT

The undersigned (~~Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency~~) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

AYDIN CORPORATION

(Type Name of Signatory)

700 Dresher Road

P.O. Box 349

Horsham, PA 19044

(Address)

By:


(Signature of Authorized Person)

Secretary and Corporate Counsel
(Title)

April 5, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

Bank One, Portsmouth, N.A.
(Type Name of Signatory)

Bank One Plaza

P. O. Box 301

Portsmouth, Ohio 45662
(Address)

By: 

(Signature of Authorized Person)

Michael R. Brennan

President
(Title)

April 5, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (~~Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency~~) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

BOWSER MORNER Testing Labs, Inc.
(Type Name of Signatory)
4518 Taylorsville Road

P. O. Box 51

Dayton, OH 45401
(Address)

By: 
(Signature of Authorized Person)

President
(Title)

April 23, 1991
Date



CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

Barry S. Weinstein

(Type Name of Signatory)

Children's Hospital Medical Center

Elland and Bethesda Avenues

Cincinnati, Ohio 45229

(Address)

By:

Barry Weinstein

(Signature of Authorized Person)

Executive Vice President and

Chief Operating Officer

(Title)

March 18, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Barry Jett
(Type Name of Signatory)
The Christ Hospital

2139 Auburn Avenue

Cincinnati, OH 45219
(Address)

By: Barry Jett
(Signature of Authorized Person)
Director, Risk Management
(Title)

3/20/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Gregory C. Ficke

(Type Name of Signatory)

The Cincinnati Gas & Electric Co.

P.O. Box 960

Cincinnati, Ohio 45201

(Address)

By:

Gregory C Ficke

(Signature of Authorized Person)

Manager, Licensing and

Environmental Affairs Department

(Title)

March 28, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

THE CINCINNATI UNION STOCKYARD CO.
(Type Name of Signatory)

C/O MARTIN GLOTZER

325 WEST HURON STREET SUITE 710

(Address)

CHICAGO, ILL. 60610

By: *Martin Glotzer*
(Signature of Authorized Person)

PRESIDENT
(Title)

March 18, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

CLOPAY CORPORATION

(Type Name of Signatory)

101 East Fourth Street

Cincinnati, Ohio 45202
(Address)

By: David B Lopez
(Signature of Authorized Person)
David B. Lopez
Senior Vice President

(Title)

March 25, 1991
Date



CONSENT TO SETTLEMENT

The undersigned (~~Ohio Settlor/De Minimis Settling~~
~~Defendant/Settling Federal Agency/Settling State Agency~~)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

Crown Beverage Packaging, Inc.
(Type Name of Signatory)
(formerly Continental Beverage Packaging, Inc.)

9300 Ashton Road

Philadelphia, PA 19136
(Address)

By: *Lawrence L. Kuznetsov*
(Signature of Authorized Person)

Vice President
(Title)

3/25/91
Date


CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Daniel M. Carson
(Type Name of Signatory)
Continental Can Company, Inc.

800 Connecticut Avenue, P.O. Box 5410

Norwalk, CT 06856
(Address)

By: 
(Signature of Authorized Person)
Daniel M. Carson
Vice President
(Title)

March 26, 1991
Date

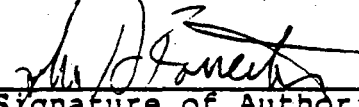
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

DuBois Chemicals, Inc.
(Type Name of Signatory)

1100 DuBois Tower

Cincinnati, OH 45202
(Address)

By: 
(Signature of Authorized Person)

Deputy Group Executive - Operations
(Title)

March 18, 1991
Date

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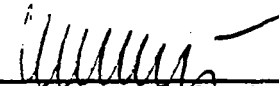
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

EM Science, division of EM Industries
(Type Name of Signatory)

2909 Highland Avenue

Cincinnati, OH 45212
(Address)

By: 
(Signature of Authorized Person)
Adolf Haasen
President, EM Industries, Inc.
(Title)

March 20, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (~~Ohio Superior~~/De Minimis Settling
Defendant/~~Settling Federal Agency~~/~~Settling State Agency~~)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

The Egyptian Lacquer Manufacturing Co., Inc.
(Type Name of Signatory)
555 South Sagamore Parkway

P.O. Box 4449

Lafayette, Indiana 47903
(Address)

By: *Anthony A. Burton*
(Signature of Authorized Person)

Attorney
(Title)

March 18, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

DOLORES A. WILLIAMX
(Type Name of Signatory)
Fairborn Board of Education

306 E. Whittier Avenue

Fairborn, Ohio 45324
(Address)

By: *Dolores Williamx*
(Signature of Authorized Person)

Treasurer
(Title)

March 18, 1991
Date

CONSENT TO SETTLEMENT

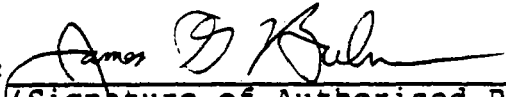
The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

FOTOMAT CORPORATION

(Type Name of Signatory)
c/o Legal Department, Konica Photo Service

88 Prestige Park Circle

East Hartford, CT 06108
(Address)

By: 
(Signature of Authorized Person)
James G. Brehm
Secretary and General Counsel
(Title)

March 19, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Robert C. Pellegrino
(Type Name of Signatory)

Fries & Fries, Inc.

1199 Edison Drive

Cincinnati, Ohio 45216
(Address)

By: *Robert C. Pellegrino*
(Signature of Authorized Person)

Vice President & General Manager
(Title)

4/5/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Mark C. Ackerman

(Type Name of Signatory)

Glenway Chevrolet-Geo
4225 Glenway Avenue

Cincinnati, Ohio 45205

(Address)

By: 

(Signature of Authorized Person)

Vice-President

(Title)

March 20, 1991

Date



CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Donald C. Fischer, M.D.

(Type Name of Signatory)
Good Samaritan Hospital

3217 Clifton Avenue

Cincinnati, Ohio 45220

(Address)

By: *Donald C. Fischer*
(Signature of Authorized Person)

Senior Vice President
(Title) *Medical CEO*

3/27/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

HARRIS CORPORATION
(De Minimis Settling Defendant)
(Type Name of Signatory)

1025 W. Nasa Blvd.

Melbourne, Florida 32919
(Address)

By: R. E. Sullivan
(Signature of Authorized Person)

Vice President Administration
(Title)

4/2/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Jefferson County Board of Education

(Type Name of Signatory)
Vanloose Education Center

3352 Newburg Road

Louisville, KY 40218

(Address)

By:

Therese Cattlett Simmons
(Signature of Authorized Person)

council for Jefferson Co Board of Education
(Title)

April 2, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Laurence H. Schongar
(Type Name of Signatory)
Jones Chemicals, Inc.

80 Munson Street

LeRoy, New York 14482
(Address)

By: Laurence H. Schongar
(Signature of Authorized Person)

Vice President, Operations
(Title)

4/2/91
Date

0

0

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

James P. Schwartzhoff

(Type Name of Signatory)

C. F. Kettering Foundation

200 Commons Road

Dayton, Ohio 45459-2799

(Address)

By:


(Signature of Authorized Person)

Vice President and Treasurer

(Title)

April 4, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Melben Products Company
c/o Campbell Hausfeld/Scott Fetzer Company

(Type Name of Signatory)

100 Production Drive

Harrison, Ohio 45030

(Address)

By:

C. L. Medford

(Signature of Authorized Person)

Vice President

(Title)

April 1, 1991

Date

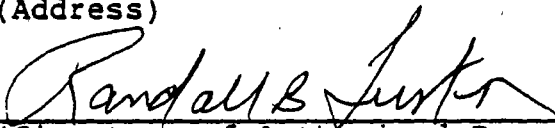
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

METHODIST EVANGELICAL HOSPITAL
(Type Name of Signatory)

315 EAST BROADWAY

LOUISVILLE, KENTUCKY 40202
(Address)

By: 
(Signature of Authorized Person)

Sr. V.P.
(Title)

3-26-91
Date

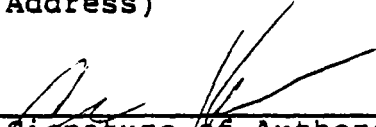
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Metropolitan Park & Recreation Board
(Type Name of Signatory)
c/o City of Louisville

Room 200 City Hall

Louisville, KY. 40202
(Address)

By: 
(Signature of Authorized Person)
Christina Heavrin
Director of Law
(Title)

March 14, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

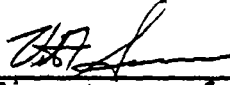
The Celotex Corporation (for)
(Type Name of Signatory)
Miami-Carey, a former division of
Celotex

4010 Boy Scout Blvd.

Tampa, FL 33607

(Address)

By:


(Signature of Authorized Person)

Vito F. Sassone

Vice President and Controller

(Title)

March 21, 1991

Date

CONSENT TO SETTLEMENT

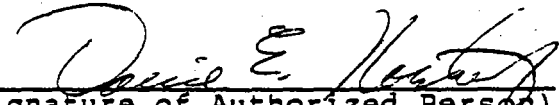
The undersigned (~~Ohio Settlor~~/De Minimis Settling
Defendant/~~Settling Federal Agency~~/~~Settling State Agency~~)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

University of Cincinnati

By: David E. Northrop
(Type Name of Signatory)
Rishel, Myers & Kopech

17 South High Street

Columbus, Ohio 43215
(Address)

By: 
(Signature of Authorized Person)

Attorney for the University of
(Title) Cincinnati

3/26/91
Date



CONSENT TO SETTLEMENT

The undersigned (~~Ohio Settlor~~/~~De Minimis Settling~~
Defendant/~~Settling Federal Agency~~/~~Settling State Agency~~)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

Wright State University
Dayton, Ohio

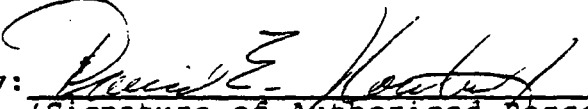
By: David E. Northrop
(Type Name of Signatory)

Rishel, Myers & Kopech

17 South High Street, Suite 707

Columbus, Ohio 43215

(Address)

By: 
(Signature of Authorized Person)

Attorney for Wright State University
(Title)

3/26/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

JOHN S. MICHELMAN

(Type Name of Signatory)

MICHELMAN, INC

9089 SHELL RD

CINCINNATI, OH 45235

(Address)

By: John S. Michelman

(Signature of Authorized Person)

President

(Title)

3/20/21

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

MICRO METAL FINISHING, INC.
(Type Name of Signatory)

3448 Spring Grove Avenue

P.O. Box 25187

Cincinnati OH 45225

(Address)

By:


(Signature of Authorized Person)

Pres.
(Title)

3/22/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

E. F. Waszak
(Type Name of Signatory)
Morton International

100 North Riverside Plaza

Chicago, IL 60606-1598
(Address)

By: JFWaszak
(Signature of Authorized Person)

Vice President, Engineering Services
(Title)

April 23, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Charles D. Gelatt
(Type Name of Signatory)
NE Co., Ltd. (Re: Presstix)

P.O. Box 1087

La Crosse, WI 54601
(Address)

By: *CD Gelatt*
(Signature of Authorized Person)

Pres.
(Title)

3-18-91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

on behalf of itself and its affiliated companies including Owens-Illinois Labels Inc. successor to the right, title and interest of Owens-Illinois Plastic Products Inc. in the Bardstown, Kentucky facility.

Owens-Illinois Plastic Products Inc.

(Type Name of Signatory)
One SeaGate

Toledo, Ohio 43666

(Address)

By: Arthur H. Smith
(Signature of Authorized Person)

(Title)

3/25/91

Date

CONSENT TO SETTLEMENT

The undersigned ~~(XXXXXX)~~ De Minimis Settling
Defendant/~~Settling Federal Agency, State Agency~~
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

PPG Industries, Inc.

(Type Name of Signatory)
One PPG Place

Pittsburgh, Pennsylvania 15272

(Address)

By: 
(Signature of Authorized Person)

E. B. Mosier
Group Vice President, Coatings & Resins
(Title)

April 3, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

GREGORY P. Schott
(Type Name of Signatory)

PERRY & DERRICK Co

2510 HIGHLAND AVE

CINCINNATI OHIO 45212
(Address)

By: Gregory P. Schott
(Signature of Authorized Person)

GOVERNMENT COMPLIANCE MGR
(Title)

4-2-91
Date



CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

ALAN PIERCE PRESIDENT
(Type Name of Signatory)
LESTON CORPORATION
6151 EXECUTIVE BLVD.
DAYTON, OHIO 45424
(Address)

By: 
(Signature of Authorized Person)

PRES
(Title)

4-16-91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Jerome T. Fadden

(Type Name of Signatory)

Primerica Holdings, Inc. (formerly known as Primerica Corporation and American Can Company)

300 St. Paul Place
Baltimore, Maryland 21202

(Address)

By: *Jerome T. Fadden*
(Signature of Authorized Person)

Vice President
(Title)

4/3/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Mr. Fred Pensinger
(Type Name of Signatory)
Princeton City School District

25 West Sharon Avenue
Cincinnati, Ohio 45246
(Address)

By: 
(Signature of Authorized Person)

Director of Business Affairs
(Title)

March 22, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Jeremiah W. Sullivan

(Type Name of Signatory)
GTE Products Corporation

100 Endicott Street

Danvers, Massachusetts 01923
(Address)

By: *Jeremiah W. Sullivan*
(Signature of Authorized Person)

Vice President/General Manager
(Title)

Date

3/20/91

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

WADE H. NICHOLS

(Type Name of Signatory)
Revlon-Realistic Professional Products, Inc.

625 Madison Avenue

New York, New York 10022

(Address)

✓ By: WadHuc
(Signature of Authorized Person)

Vice President & Secretary

(Title)

3/26/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Joseph R. Smith
(Type Name of Signatory)
Rexarc International, Inc.

P.O. Box 7
West Alexandria, OH 45381
(Address)

By: *J.R. Smith*
(Signature of Authorized Person)
Chairman, Bd. of Directors
(Title)

3/14/91
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

James R. Carlin

(Type Name of Signatory)
Schulte Corporation

11450 Grooms Road

Cincinnati OH 45242

(Address)

By: James R. Carlin
(Signature of Authorized Person)

Secretary/Treasurer

(Title)

March 26, 1991

Date






CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor De Minimis Settling
Defendant/Settling Federal Agency/Settling State Agency)
hereby consents to the foregoing Consent Decree in State of
Ohio v. Pristine, Inc., et al.

The Sherwin-Williams Company
(Type Name of Signatory)

101 Prospect Avenue, N.W.

Cleveland, Ohio 44115
(Address)

By: 
(Signature of Authorized Person)
Larry J. Pitorak, Vice President,
General Counsel and Secretary
(Title)

April 12, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (~~Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency~~) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

The Standard Register Company
(Type Name of Signatory)
600 Albany Street

P. O. Box 1167

Dayton, Ohio 45401-1167
(Address)

By: *S. P. Chelmsk*
(Signature of Authorized Person)

Vice President Customer Service & Communicat
(Title)

March 25, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Thomas E. Grau

(Type Name of Signatory)

THE STEARNS TECHNICAL TEXTILES COMPANY

100 Williams St.

Cincinnati, OH 45215

(Address)

By: 

(Signature of Authorized Person)

Vice President - Operations

(Title)

March 25, 1991

Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Jeffrey H. Teitel

Sequa Corporation
(Type Name of Signatory)

200 Park Avenue

New York, NY 10166

(Address)

By:

Jeffrey H. Teitel
(Signature of Authorized Person)

Director of Environmental Law

(Title)

March 27, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (~~Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency~~) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

H. W. Kooyman, President
(Type Name of Signatory)
SWECO, Inc.

7120 Buffington Road

Florence, KY 41042
(Address)

By: H. W. Kooyman
(Signature of Authorized Person)

President, Sweco Inc.
(Title)

March 25, 1991
Date



CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

DAVID L. KAPLAN
(Type Name of Signatory)
TEXO CORPORATION

2801 HIGHLAND AVE
CINCINNATI, OHIO 45212
(Address)

By: David L. Kaplan
(Signature of Authorized Person)

Vice President
(Title)

3/20/91
Date

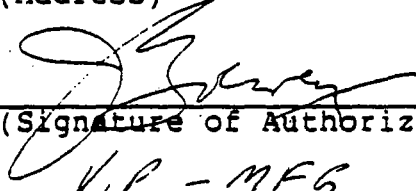
CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

(Type Name of Signatory)

(Address)

By:



(Signature of Authorized Person)

V.P. - MFG

(Title)

March 19, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

UNIVERSITY OF KENTUCKY
(Type Name of Signatory)
Administration Bldg.
100 University Drive
University of Kentucky
Lexington, KY 40506

(Address)

By: *Jack C. Blanton*
(Signature of Authorized Person)
JACK C. BLANTON
VICE CHANCELLOR FOR ADMINISTRATION-
(Title) LEXINGTON CAMPUS

March 26, 1991
Date


Examined for Form & Legality
Office of Legal Counsel
University of Kentucky
R. Bruce Landford
By: _____
Attorney at Law

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Jack W. Fisch for WESTINGHOUSE ELECTRIC CORP.
(Type Name of Signatory)
Manager, Environmental Remediation

Industrial Hygiene & Safety
Westinghouse Electric Corp. PGH, PA 15228
(Address)

By: 
(Signature of Authorized Person)

Manager, Environmental Remediation
(Title) ~~Industrial Hygiene & Safety~~

March 25, 1991
Date

CONSENT TO SETTLEMENT

The undersigned (Ohio Settlor/De Minimis Settling Defendant/Settling Federal Agency/Settling State Agency) hereby consents to the foregoing Consent Decree in State of Ohio v. Pristine, Inc., et al.

Donald L. Ziegenhorn
(Type Name of Signatory)

3200 Vine Street

Cincinnati, Ohio 45220
(Address)

By: Donald L. Ziegenhorn
(Signature of Authorized Person)

Medical Center Director
(Title)

3/21/91
Date