

OHIO E.P.A.

AUG 16 2005

ENTERED DIRECTOR'S JOURNAL

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:

Sanitation Commercial Services, Inc.
239 Main Street
Jackson, Ohio 45640

and

J. Gregory Fields
125 Gay St.
Jackson, Ohio 45640

and

Shawn Sexton
2336 Smith Bridge Road
Jackson, Ohio 45640

and

Melissa Sexton
2336 Smith Bridge Road
Jackson, Ohio 45640

and

The Goodyear Tire & Rubber
Company
1144 East Market Street
Akron, Ohio 44316

Respondents.

For the Site Known As:

Jackson County Landfill

Director's Final
Findings and Orders
For Remedial Investigation
and Feasibility Study

I certify this to be a true and accurate copy of the
official document as filed in the records of the Ohio
Environmental Protection Agency.

By:

Date

8-16-05

PREAMBLE

It is hereby agreed to by the Parties as follows:

I. JURISDICTION

1. These Director's Final Findings and Orders ("Orders") are issued to Sanitation Commercial Services, J. Gregory Fields, Shawn Sexton, Melissa Sexton, and The Goodyear Tire & Rubber Company, pursuant to the authority vested in the Director of Ohio EPA under Ohio Revised Code ("ORC") §§ 3734.13, 3734.20, 6111.03, and 3745.01.

II. PARTIES BOUND

2. These Orders shall apply to and be binding upon Respondents and their successors in interest liable under Ohio law.

3. No change in ownership or corporate status of the Respondent Goodyear Tire & Rubber Company including, but not limited to, any transfer of assets or real or personal property shall in any way alter Respondent Goodyear Tire & Rubber Company's obligations under these Orders. No change in ownership of the Facility or the Site (as hereinafter defined), including, but not limited to, any transfer of assets or real or personal property shall in any way alter Respondents' obligations under these Orders.

4. Work Respondent shall provide a copy of these Orders to all contractors, subcontractors, laboratories and consultants retained to conduct any portion of the Work performed pursuant to these Orders. Work Respondent shall ensure that all contractors, subcontractors, laboratories and consultants retained to perform the Work pursuant to these Orders also comply with the applicable provisions of these Orders.

III. DEFINITIONS

5. Unless otherwise expressly provided herein, all terms used in these Orders or in any appendices shall have the same meaning as defined in ORC Chapters 3734 and 6111, CERCLA, and the rules promulgated thereunder. Whenever the terms listed below are used in these Orders or in any appendices, attached hereto and incorporated herein, the following definitions shall apply:

- a. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.
- b. "Day" means a calendar day unless expressly stated to be a business day. "Business day" shall mean a day other than a Saturday, Sunday, or state holiday.

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In computing any period of time under these Orders, where the last day would fall on a Saturday, Sunday, or state holiday, the period shall run until the close of the next business day.

- c. "Facility" means the approximately 18 acre footprint of the former Jackson County Landfill, which is on real property located at the southeast quarter of Section 13, Liberty Township, Jackson County, Ohio at 1841 Smith Bridge Road (County Road 60).
- d. "Feasibility Study" ("FS") means those activities to be undertaken by Work Respondent to develop and evaluate remedial alternatives for the cleanup of the Site.
- e. "Landowner Respondent(s)" means Sanitation Commercial Services, Inc., J. Gregory Fields, Shawn Sexton and/or Melissa Sexton as applicable.
- f. "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300 (1990), as amended.
- g. "Ohio EPA" means the Ohio Environmental Protection Agency and its designated representatives.
- h. "Paragraph" means a portion of these Orders identified by an arabic numeral or an uppercase or lowercase letter.
- i. "Parties" means Respondents and the Ohio EPA.
- j. "Remedial Investigation" ("RI") means those activities to be undertaken by Work Respondent to determine the nature and extent of the contamination at the Site caused by the disposal, discharge, or release of Waste Materials.
- k. "Remedial Investigation and Feasibility Study Work Plan" ("RI/FS Work Plan") means the document submitted by Work Respondent and approved by Ohio EPA pursuant to the Performance of Work Section of these Orders.
- l. "Respondents" means Sanitation Commercial Services, Inc., J. Gregory Fields, Shawn Sexton, Melissa Sexton, and The Goodyear Tire & Rubber Company.
- m. "Response Costs" means all costs including, but not limited to, payroll costs, contractor costs, travel costs, direct costs, overhead costs, legal and enforcement related costs, oversight costs, laboratory costs, and the costs of reviewing or developing plans, reports, and other items pursuant to these Orders, verifying the

Work, or otherwise implementing or enforcing these Orders.

- n. "Section" means a portion of these Orders identified by a roman numeral.
- o. "Site" means the Facility, as defined above, where the treatment, storage, and/or disposal of hazardous waste, and/or the discharge to waters of the state of industrial waste or other wastes have occurred, including any other area where such hazardous wastes, industrial wastes, and/or other wastes have migrated or threaten to migrate.
- p. "Statement of Work" ("SOW") means the statement of work for the implementation of the Remedial Investigation and Feasibility Study at the Site, as set forth in Appendix A to these Orders. The SOW is not specific to this Site, and shall be used as an outline in developing Site-specific work plans.
- q. "Transferee" means any future owner of any interest in the Site, including but not limited to, owners of an interest in fee simple, mortgagors, easement holders, and lessees.
- r. "Waste Material" means (1) any "hazardous waste" under ORC § 3734.01(J); (2) any "solid wastes" under ORC § 3734.01(E); (3) any "industrial waste" under ORC § 6111.01(C); and (4) any "other wastes" under ORC § 6111.01(D).
- s. "Work" means all activities Work Respondent is required to perform under the Performance of Work and Additional Work Sections of these Orders.
- t. "Work Respondent" means Respondent Goodyear Tire & Rubber Company.

IV. FINDINGS

- 6. The Director of Ohio EPA has determined the following findings:
 - a. The Jackson County Landfill is located within the southeast quarter of Section 13, Liberty Township, Jackson County, Ohio at 1841 Smith Bridge Road (County Road 60). The footprint of the Jackson County Landfill is approximately 18 acres. The Site is adjacent to the Salt Lick Creek and the Lake Katharine Nature Preserve.
 - b. On April 16, 1970, the Ohio Department of Health issued an approval to Mr. Donald Jenkins for operation of the Jackson County Landfill, which was at that time known as the Jenkins Sanitary Landfill.
 - c. From at least April 16, 1970 until March 15, 1972, Mr. Donald Jenkins owned and

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- operated the Jackson County Landfill, which was known as the Jenkins Sanitary Landfill during the time Mr. Donald Jenkins owned the landfill.
- d. On March 15, 1972, the Ohio Department of Health approved the transfer of the Jackson County Landfill Solid Waste License to Respondent Fields.
 - e. Respondent Fields operated the Jackson County Landfill until at least August 31, 1987. Respondent Sanitation Commercial Services ("SCS") currently owns the Jackson County Landfill. Respondent J. Gregory Fields owns and controls SCS.
 - f. Respondents Shawn and Melissa Sexton own property, which is located at 2336 Smith Bridge Road, Jackson, Ohio, which is east of and adjacent to the parcel owned by Respondent SCS.
 - g. Ohio EPA files contain copies of notice of violation letters and interoffice memoranda dated November 17, 1977 through June 11, 2004, documenting the violations at the Jackson County Landfill for operational violations including but not limited to: landfilling outside approved vertical and horizontal boundaries, lack of adequate cover material and the acceptance of drummed wastes that were not listed in the original operating permit.
 - h. During its operation, the Jackson County Landfill accepted "industrial waste" and/or "other waste" as defined in ORC § 6111.01 (C) and (D), and/or "hazardous wastes" as defined in ORC § 3734.01(J), and/or hazardous substances" as defined in Section 101(14) of CERCLA/SARA. Wastes disposed at the Jackson County Landfill included municipal waste and drummed materials, including: acetone, polyester resin mixture, cyclohexanone, dichloromethane, isobutyl alcohol, methyl ethyl ketone (MEK), methyl isobutyl ketone, toluene, xylene and waste styrene mixture.
 - i. Respondent Goodyear Tire & Rubber Company (Goodyear) is incorporated under the laws of the State of Ohio and is engaged in the business of manufacturing, distributing, and selling rubber products.
 - j. On June 4, 1984, in a response to a CERCLA § 104(E) inquiry, Respondent Goodyear indicated in correspondence that it took an estimated 5772 drums of waste material to the Jackson County Landfill between 1974 -1980. There are no records or receipts of the material that was taken to the landfill prior to 1974.
 - k. Respondent Goodyear is or has been a generator of "Waste Material." Respondent Goodyear directly or indirectly allowed and/or directed the placement and/or disposal of Waste Material at the Site.

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- l. On August 1-2, 1984, Ohio EPA conducted a preliminary assessment ("PA") at the Site, and prepared an Addendum to the PA.
- m. On April 15, 1985, Ohio EPA issued Director's Final Findings and Orders removing the Jackson County Combined General Health Districts as an approved health district administering and enforcing solid waste disposal programs.
- n. On May 14, 1985, Jackson County Health Department appealed the April 15, 1985 Findings and Orders to the Environmental Review Appeals Commission ("ERAC").
- o. On September 18, 1985, the Director of Ohio EPA filed a motion at ERAC requesting that Respondent Fields be added to the Findings and Orders. ERAC granted the motion on September 19, 1985.
- p. On November 27, 1985, a Settlement Agreement, which resolved the ERAC appeal, was executed by the Jackson County Health Department, Respondent Fields, and Ohio EPA. The Settlement Agreement outlined the steps Respondent Fields must comply with in order to continue operating the Jackson County Landfill and restore the Jackson County Combined General Health District's solid waste program.
- q. In a letter dated March 3, 1987, Ohio EPA stated that Mr. Fields had failed to comply with the Settlement Agreement and the case was being referred to the Ohio Attorney General's Office for further action.
- r. On August 20, 1987, the Director of Ohio EPA issued Director's Final Findings and Orders requiring that Jackson County Landfill immediately cease the acceptance of solid waste.
- s. On September 10, 1987, SCS appealed the Director's August 20, 1987 Final Findings and Orders to ERAC. This appeal was dismissed by ERAC on August 17, 1988. The dismissal was upheld by the Ohio Supreme Court in *Sanitation Commercial Services v. Shank* (1991), 57 Ohio St. 3d 178.
- t. On December 7, 1994, Ohio EPA referred the Respondent Fields, *inter alia*, to the Ohio Attorney General's Office and requested the Ohio Attorney General's Office initiate an enforcement action against Respondent Fields, *inter alia*.
- u. On February 16, 1999, the Ohio Attorney General's Office entered into a Consent Decree with Respondent Fields and his wife, Sally A Fields. The Consent Decree was filed in the United States District Court, Southern District of Ohio, Eastern Division, and required, *inter alia*, Respondent Fields cease acceptance of waste at

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the Jackson County Landfill and pay \$ 225,000.00 into a trust fund, pursuant to a trust agreement entered into on February 9, 1999, for closure and/or post-closure care, and/or corrective measures at the Jackson County Landfill.

- v. Respondent Fields paid the \$225,000.00 into a trust fund, pursuant to a trust agreement entered into on February 9, 1999, for closure and/or post-closure care, and/or corrective measures at the Jackson County Landfill. The trust fund is not adequate to conduct all required closure and post-closure care at the Jackson County Landfill.
- w. In June 2003 and August 2003, Ohio EPA collected samples from selected leachate seeps. Benzene, arsenic and lead are detected in excess of their maximum contaminant level (MCL), as set forth in OAC Rule 3745-81 and aluminum, iron, nickel, zinc and ammonia are detected in excess of their water quality standard.
- x. The Site is a hazardous waste facility, solid waste facility or other location where hazardous waste was treated, stored or disposed.
- y. Because of their quantity, concentration, physical or chemical characteristics, benzene, arsenic, lead, aluminum, iron, nickel, zinc and ammonia found at the Site are "hazardous waste" as defined under ORC § 3734.01(J), or "industrial waste" or "other wastes" as defined under ORC §§ 6111.01(C) and (D).
- z. The ground and surface waters at the Site are "waters of the state" as defined in ORC § 6111.01(H).
- aa. Each Respondent is a "person" as defined under ORC §§ 3734.01(G) and 6111.01(I).
- bb. Conditions at the Site constitute a substantial threat to public health or safety or are causing or contributing or threatening to cause or contribute to air or water pollution or soil contamination as provided in ORC § 3734.20(B).
- cc. The migration and threatened migration of Waste Material to soil, ground water, or surface water at or from the Site constitutes a discharge to "waters of the state," as the term is defined in ORC § 6111.01(H).
- dd. The Work required pursuant to these Orders will contribute to the prohibition or abatement of the discharge of Waste Material to waters of the State.
- ee. In issuing these Orders, the Director has given consideration to, and based his determination on, evidence relating to technical feasibility and economic

reasonableness of complying with these Orders, and to evidence relating to conditions calculated to result from compliance with these Orders, and their relation to the benefits to the people of the state to be derived from such compliance.

- ff. The actions to be taken pursuant to these Orders are reasonable and necessary to protect the public health or safety or the environment as provided in ORC § 3734.20.
- gg. Ohio EPA has incurred Response Costs and continues to incur Response Costs associated with this Site.

V. GENERAL PROVISIONS

7. Objectives of the Parties

The objective of the Parties in entering into these Orders is to protect public health and safety and the environment from the disposal, discharge, or release of Waste Material through the investigation of the nature and extent of releases of Waste Material at the Site, the assessment of risk to human health and the environment, the implementation of interim actions if necessary to address imminent threats, and the development and evaluation of potential remedial alternatives through the performance of a RI/FS by the Work Respondent.

8. Commitment of Respondent

Work Respondent agrees to perform the Work in accordance with these Orders including but not limited to the SOW for RI/FS, all relevant guidance documents, and all standards, specifications, and schedules set forth in or developed and approved by Ohio EPA pursuant to these Orders. Work Respondent also agrees to reimburse Ohio EPA for all Response Costs and perform all other obligations of these Orders.

9. Compliance With Law

- a. All activities undertaken pursuant to these Orders shall be performed in accordance with the requirements of all applicable federal, state and local laws and regulations, and in a manner consistent with the NCP.
- b. Ohio EPA believes that activities conducted pursuant to these Orders, if approved by Ohio EPA, would be considered necessary and consistent with the NCP.
- c. Where any portion of the Work requires a permit, license or other authorization from Ohio EPA or any other state, federal or local government agency, Work Respondent shall submit applications in a timely manner and take all other actions necessary to

obtain such permits, license or other authorization. These Orders are not, and shall not be construed to be, a permit, license or other authorization issued pursuant to any statute or regulation. If the signature of either of the Landowner Respondents is required on an application for a permit, license, or other authorization from Ohio EPA or any other state, federal or local government agency, the Landowner Respondent(s) shall cooperate with Work Respondent to complete said application for a permit, license or other authorization.

VI. PERFORMANCE OF THE WORK BY WORK RESPONDENT

10. Supervising Contractor

All Work performed pursuant to these Orders shall be under the direction and supervision of a contractor with expertise in hazardous waste site investigation and remediation. Prior to the initiation of the Work, Work Respondent shall notify Ohio EPA in writing of the name of the supervising contractor and any subcontractor to be used in performing the Work under these Orders.

11. Remedial Investigation and Feasibility Study

- a. Within fourteen (14) days of the effective date of these Orders, unless otherwise mutually agreed to by the Parties, Work Respondent shall meet with the Ohio EPA to discuss the requirements of the RI/FS Work Plan.
- b. Within ninety (90) days of the effective date of these Orders, unless otherwise specified in writing by Ohio EPA, Work Respondents shall submit to Ohio EPA a work plan for implementation of the Remedial Investigation and Feasibility Study for the Site ("RI/FS Work Plan"). The RI/FS Work Plan shall provide for the determination of the nature and extent of the contamination at the Site caused by the disposal, discharge, or release of Waste Material, and for the development and evaluation of remedial alternatives for the cleanup of the Site.
- c. The RI/FS Work Plan shall be developed in conformance with the SOW for RI/FS contained in Appendix A, and the guidance documents listed in Appendix B of these Orders. The RI/FS Work Plan shall include a proposed schedule for the completion of each task. If Ohio EPA determines that any additional or revised guidance documents affect the Work to be performed in implementing the RI/FS, Ohio EPA will notify Work Respondent, and the RI/FS Work Plan and other affected documents shall be modified accordingly.
- d. Should Work Respondent identify any inconsistency between any of the laws and regulations and guidance documents which they are required to follow by these

Orders, Work Respondent shall notify the Ohio EPA in writing of each inconsistency and the effect of the inconsistencies upon the Work performed. Work Respondent shall also recommend along with a supportable rationale justifying each recommendation, the requirement Work Respondent believes should be followed. Work Respondent shall implement the affected Work as directed in writing by the Ohio EPA.

- e. Ohio EPA will review the RI/FS Work Plan pursuant to the procedures set forth in the Review of Submittals Section of these Orders. Upon approval of the RI/FS Work Plan by Ohio EPA, Work Respondent shall implement the RI/FS Work Plan. Work Respondent shall submit all plans, reports, or other deliverables required under the approved RI/FS Work Plan, in accordance with the approved schedule, for review and approval pursuant to the Review of Submittals Section of these Orders.

12. Health and Safety Plan

Within ninety (90) days of the effective date of these Orders, Work Respondent shall submit to Ohio EPA for review and comment a health and safety plan developed in conformance with the guidance listed in Appendix B.

VII. LAND USE AND CONVEYANCE OF TITLE

13. Land Use Self-Reporting Requirement

Respondents shall ensure that no portion of the Site will be used in any manner that would adversely affect the integrity of any containment, treatment, or monitoring systems at the Site. Work Respondent shall submit on an annual basis, unless revised by a subsequent Ohio EPA Order, written documentation verifying that any containment, treatment, or monitoring systems are in place and operational.

14. Notice of Transfer of Property

Prior to each conveyance by Landowner Respondent(s) of an interest in any portion of the Site, including but not limited to easements, deeds, leases and mortgages, Landowner Respondent(s) shall notify Transferee of the existence of any containment, treatment, or monitoring systems and/or use restrictions and shall provide a copy of these Orders to Transferee. Landowner Respondent(s) shall notify Ohio EPA at least thirty (30) days in advance of each conveyance of an interest in any portion of the Site that is owned by the Landowner Respondent(s). Landowner Respondent(s)' notice shall include the name and address of the Transferee and a description of the provisions made for the continued access to and maintenance of the containment, treatment, and monitoring systems.

15. Confirmation of Conveyance

Within thirty (30) days after each conveyance of an interest in any portion of the Site that is owned by the Landowner Respondent(s), the Landowner Respondent(s) shall submit to Ohio EPA, via certified mail, the following information:

- a. A copy of the deed or other documentation evidencing the conveyance;
- b. The name, address, and telephone number of the new property owner and the name, address, and telephone number of the contact person for the property owner;
- c. A legal description of the property, or the portion of the property, being transferred;
- d. A survey map of the property, or the portion of the property, being transferred;
- e. The closing date of the transfer of ownership of the property, or portion of the property.

VIII. ADDITIONAL WORK

16. Ohio EPA or Work Respondent may determine that in addition to the tasks defined in the approved RI/FS Work Plan, additional Work may be necessary to accomplish the Objectives of the Parties as provided in the General Provisions Section of these Orders and the RI/FS SOW (Appendix A), and guidance documents identified in Appendix B. Additional Work may also include addressing immediate threats to human health or the environment through development and implementation of an interim action work plan in accordance with the RI/FS SOW (Appendix A), and the guidance documents identified in Appendix B.

17. Within sixty (60) days of receipt of written notice from Ohio EPA that additional Work is necessary, unless otherwise specified in writing by Ohio EPA, Work Respondent shall submit a Work Plan and schedule for the performance of the additional Work. In addition, Work Respondent shall submit revisions to any other schedules impacted by the additional Work. If Work Respondent disputes the necessity of additional Work, Work Respondent shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders within fourteen (14) days after receipt of Ohio EPA's notification of the need for additional Work. The Additional Work Work Plan shall conform to the standards and requirements set forth in the documents attached to these Orders as Appendices A and B. Upon approval of the Additional Work Work Plan and schedule by Ohio EPA pursuant to the Review of Submittals Section of these Orders, Work Respondent shall implement the approved Additional Work Work Plan in accordance with the revised

schedules contained therein.

18. If Work Respondent determines that additional Work is necessary, Work Respondent shall submit a proposal to Ohio EPA to explain what the additional Work is, why the additional work is necessary, and what impact, if any, the additional Work will have on the RI/FS Work Plan and schedule. If Ohio EPA concurs with the request to perform additional Work, Work Respondent shall submit an Additional Work Work Plan and schedule for the performance of additional Work. The Additional Work Work Plan shall conform to the standards and requirements set forth in the documents attached to these Orders as Appendices A and B. Upon approval of the Additional Work Work Plan and schedule by Ohio EPA pursuant to the Review of Submittals Section of these Orders, Work Respondent shall implement the approved Additional Work Work Plan in accordance with the schedules contained therein.

IX. SAMPLING AND DATA AVAILABILITY

19. Unless otherwise agreed to by the Site Coordinators, Work Respondent shall notify Ohio EPA not less than fifteen (15) days in advance of all sample collection activity. Upon request, Work Respondent shall allow split and/or duplicate samples to be taken by Ohio EPA or its designated contractor. Ohio EPA shall also have the right to take any additional samples it deems necessary. Upon request, Ohio EPA shall allow Work Respondent to take split and/or duplicate samples of any samples Ohio EPA takes as part of its oversight of Work Respondent's implementation of the Work.

20. Within seven (7) days of Work Respondent's receipt of a request by Ohio EPA, Work Respondent shall submit to Ohio EPA electronic copies, unless a hard copy is specifically requested by Ohio EPA, of the results of all sampling and/or tests or other data, including raw data and original laboratory reports, generated by or on behalf of Work Respondent with respect to the Site and/or the implementation of these Orders. An electronic copy shall also be provided in a format approved by Ohio EPA. Work Respondent may submit to Ohio EPA any interpretive reports and written explanations concerning the raw data and original laboratory reports. Such interpretive reports and written explanations shall not be submitted in lieu of original laboratory reports and raw data. Should Work Respondent subsequently discover an error in any report or raw data, Work Respondent shall promptly notify Ohio EPA of such discovery and provide the correct information. In addition, once the site's boundaries have been determined (property boundary(s) and a separate limits of waste boundary), the site boundary shall be submitted as either a shapefile (ArcView - ESRI) or drawing interchange format file (dxf format- AutoCAD) in a known coordinate system (e.g., Ohio State Plane South Zone, Datum = NAD83, units = feet). The boundary will be created using standard survey techniques or with a GPS unit capable of sub-meter accuracy data capture. The location (latitude and longitude) of all monitoring wells, sampling points, leachate seeps, etc. must be included with the submittal of the site

boundary or in a separate submittal if the information is obtained at a later date.

X. ACCESS

21. Ohio EPA and its contractors shall have access at all reasonable times to the Site and any other property to which access is required for the implementation of these Orders, to the extent access to the property is controlled by Work Respondent or Landowner Respondent(s). Access under these Orders shall be for the purposes of conducting any activity related to these Orders including but not limited to the following:

- a. Monitoring the Work;
- b. Conducting sampling;
- c. Inspecting and copying records, operating logs, contracts, and/or other documents related to the implementation of these Orders;
- d. Conducting investigations and tests related to the implementation of these Orders; and
- e. Verifying any data and/or other information submitted to Ohio EPA.

22. Landowner Respondents shall provide access to Ohio EPA for any areas where Work is to be performed, on property they currently own, pursuant to the terms of these Orders. Landowner Respondents shall provide access to Work Respondent for any areas where Work is to be performed, on property they currently own, pursuant to the terms of these Orders. Nothing herein prevents Landowner Respondent(s) from entering into access agreements with Work Respondent to address any concerns Landowner Respondent(s) may have regarding access, so long as any such access agreement is consistent with the terms of these Orders. The aforementioned access shall be provided to designated personnel of the Work Respondent and their contractors and to Ohio EPA and shall be required by Landowner Respondents from any future owners.

23. To the extent that the Site or any other property to which access is required for the implementation of these Orders is owned or controlled by persons other than Work Respondent or Landowner Respondent(s), Work Respondent shall use its best efforts to secure from such persons access for Work Respondents and Ohio EPA and its contractors as necessary to effectuate these Orders. Copies of all access agreements obtained by Work Respondent shall be provided to Ohio EPA upon request. If any access required to implement these Orders is not obtained within sixty (60) days of the effective date of these Orders, or within sixty (60) days of the date Ohio EPA notifies Work Respondent in writing that additional access beyond that previously secured is necessary, Work Respondent shall

promptly notify Ohio EPA in writing of the steps Work Respondent has taken to attempt to obtain access. Ohio EPA may, as it deems appropriate, assist Work Respondent in obtaining access.

24. Notwithstanding any provision of these Orders, the State of Ohio retains all of its access rights and authorities, including enforcement authorities related thereto, under any applicable statute or regulation including but not limited to ORC §§ 3734.20 and 6111.05.

XI. DESIGNATED SITE COORDINATORS

25. Within seven (7) days of the effective date of these Orders, Work Respondent shall notify Ohio EPA, in writing, of the name, address and telephone number of its designated Site Coordinator and Alternate Site Coordinator. If a designated Site Coordinator or Alternate Site Coordinator is changed, the identity of the successor will be given to the other Party at least seven (7) days before the changes occur, unless impracticable, but in no event later than the actual day the change is made.

26. To the maximum extent practicable, except as specifically provided in these Orders, communications between Work Respondent and Ohio EPA concerning the implementation of these Orders shall be made between the Site Coordinators. The Site Coordinator shall be available for communication with Ohio EPA regarding the implementation of these Orders for the duration of these Orders. The Site Coordinator shall be responsible for ensuring that all communications from the other Party are appropriately disseminated and processed. The Site Coordinator or Alternate Site Coordinator shall be present on the Site or on call during all hours of Work at the Site.

27. Without limitation of any authority conferred on Ohio EPA by statute or regulation, the Ohio EPA Site Coordinator's authority includes but is not limited to the following:

- a. Directing the type, quantity and location of samples to be collected by Work Respondent pursuant to an approved Work Plan;
- b. Collecting samples;
- c. Observing, taking photographs, or otherwise recording information related to the implementation of these Orders, including the use of any mechanical or photographic device;
- d. Directing that the Work stop whenever the Site Coordinator for Ohio EPA determines that the activities at the Site may create or exacerbate a threat to public health or safety, or threaten to cause or contribute to air or water pollution or soil contamination;

- e. Conducting investigations and tests related to the implementation of these Orders;
- f. Inspecting and copying records, operating logs, contracts and/or other documents related to the implementation of these Orders; and
- g. Assessing Respondents' compliance with these Orders.

XII. PROGRESS REPORTS AND NOTICE

28. Unless otherwise directed by Ohio EPA, Work Respondent shall submit a written progress report to the Ohio EPA by the tenth (10) day of every month. At a minimum, the progress reports shall include:

- a. A description of the Work performed during the reporting period including an estimate of the percentage of the RI/FS completed;
- b. A list of all target and actual completion dates for each element of activity including project completion;
- c. An explanation for any deviation from any applicable schedule;
- d. Summaries of all significant contacts with representatives of the local community, public interest groups or government agencies during the reporting period;
- e. Summaries of all difficulties encountered during the reporting period, including those which delay or threaten to delay completion of project milestones with respect to the approved work plan schedule;
- f. Summaries of actions taken or planned to rectify any difficulties;
- g. Changes in key personnel during the reporting period;
- h. Projected Work for the next reporting period;
- i. The quantity of any media treated, removed, or contained pursuant to the reporting requirements, if any, as set forth below:
 - i. Soil treated or removed should be reported by volume and soil contained must be reported by area;
 - ii. Surface water load reduction - Load reduction must address all contaminants of concern;
 - iii. Ground water treated, removed, or contained - Ground water treated must

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- be reported by volume and ground water contained should be reported as an estimated area of the plume;
- iv. Leachate treated, removed, or contained - Leachate treated, removed, or contained must be reported by volume;
 - v. Sediments treated, removed, or contained - Sediments treated or removed should be reported by volume and sediments contained must be reported by area;
 - vi. Indoor air mitigated - Indoor air mitigated should be reported by the number of buildings with mitigation systems that have reduced contamination below acceptable concentration(s), the number of buildings requiring mitigation which have declined mitigation systems, and the number of buildings no longer requiring mitigation;
 - vii. Waste and debris treated, removed, or contained - Waste and debris will be defined as regulated materials not otherwise covered in subparagraphs (i) through (vi), above. Waste debris treated or contained should be reported by either volume or area as appropriate.
- j. The disposition of contaminated soil, sediments, and waste material that was treated on or off site, or the disposal location for any quantity of contaminated ground water and/or surface water that was pumped and treated or disposed, if any.

29. Progress reports (one copy only) shall be sent either by e-mail (chris.osborne@epa.state.oh.us) or by U.S. Mail to the address listed below. All other documents (two copies) required to be submitted pursuant to these Orders to Ohio EPA shall be sent by U.S. mail to the following agency address(s):

Christine Osborne
Ohio EPA
Southeast District Office
2195 Front St.
Logan, OH 43138

All written correspondence to Work Respondent shall be directed to:

Ronald R. Clark
The Goodyear Tire & Rubber Company
1144 E. Market St., D/110F
Akron, Ohio 44316

All communications, oral or written, with Landowner Respondents SCS and J. Gregory Fields shall be directed to:

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J. Gregory Fields
125 Gay St.
Jackson, Ohio 45640
(740) 286-2594

and

David E. Northrop, Esq.
Porter, Wright, Morris & Arthur, LLP
41 South High Street
Columbus, Ohio 43215-6194
(614) 227-2072

All communications, oral or written, with Landowner Respondents Shawn Sexton and Melissa Sexton shall be directed to:

Shawn Sexton
2336 Smith Bridge Road
Jackson, Ohio 45640
(740) 285-7641 or (740) 285-7333

A Party may designate an alternative contact name or address upon written notification to the other Parties and in accordance with the Designated Site Coordinator Section of these Orders, if applicable.

XIII. REVIEW OF SUBMITTALS

30. Ohio EPA shall review any work plan, report, or other item required to be submitted pursuant to these Orders. Upon review, Ohio EPA may in its sole discretion: (a) approve the submission in whole or in part; (b) approve the submission upon specified conditions; (c) modify the submission; (d) disapprove the submission in whole or in part, notifying Respondent of deficiencies; or (e) any combination of the above. The results of Ohio EPA's review shall be in writing and provided to the Work Respondent.

31. In the event of approval, approval upon condition, or modification of any submission by the Ohio EPA, Work Respondent shall proceed to take any action required by the submission as approved, conditionally approved, or modified by Ohio EPA.

32. In the event that Ohio EPA initially disapproves a submission, in whole or in part, and notifies Work Respondent in writing of the deficiencies, Work Respondent shall within twenty-one (21) days, or such longer period of time as specified by Ohio EPA in writing,

correct the deficiencies and submit the revised submission to Ohio EPA for approval. The revised submission shall incorporate all of the changes, additions, and/or deletions specified by Ohio EPA in its notice of disapproval. Revised submissions shall be accompanied by a letter indicating how and where each of Ohio EPA's comments were incorporated into the submission. Any other changes made to the submission by Work Respondent shall also be identified in the letter. To the extent that Work Respondent disputes any changes, additions, and/or deletions specified by the Ohio EPA, Work Respondent shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders, within twenty-one (21) days after receipt of Ohio EPA's disapproval of a submission. Notwithstanding the disapproval, Work Respondent shall proceed to take any action required by a non-deficient portion of the submission.

33. In the event that Ohio EPA disapproves a revised submission, in whole or in part, and notifies Work Respondent in writing of the deficiencies, Work Respondent shall within twenty-one (21) days, or such longer period of time as specified by Ohio EPA in writing, correct the deficiencies and incorporate all changes, additions, and/or deletions, and submit the revised submission to Ohio EPA for approval. If Work Respondent fails to submit a revised submission incorporating all changes, additions, and/or deletions within twenty-one (21) days, or such period of time as specified by Ohio EPA in writing, Work Respondent shall be considered in breach and/or violation of these Orders. If Work Respondent is in breach and/or violation of these Orders, Ohio EPA retains the right to terminate these Orders, perform any additional investigation, conduct a complete or partial Remedial Investigation or Feasibility Study and/or enforce the terms of these Orders as provided in the Reservation of Rights Section of these Orders.

34. All work plans, reports, or other items required to be submitted to Ohio EPA under these Orders shall, upon approval by Ohio EPA, be deemed to be incorporated in and made an enforceable part of these Orders. In the event that Ohio EPA approves a portion of a work plan, report, or other item, the approved portion shall be deemed to be incorporated in and made an enforceable part of these Orders.

XIV. DISPUTE RESOLUTION

35. The Site Coordinators shall, whenever possible, operate by consensus. In the event that there is a dispute about the adequacy of any work plan, report, or other item required to be submitted pursuant to the Additional Work, Review of Submittals or Periodic Review Sections of these Orders, the Work Respondent's Site Coordinator shall have fourteen (14) days from the date the dispute arises to inform Ohio EPA of the dispute. The Work Respondent and Ohio EPA shall have fourteen (14) days for informal negotiations with respect to the dispute. This informal dispute period may be extended by agreement of Ohio EPA for up to a maximum of thirty (30) additional days. At the end of the informal dispute period, the Work Respondent will have twenty-one (21) days to institute the formal

dispute resolution procedures of this Section by notifying Ohio EPA's Site Coordinator in writing.

36. The Work Respondent's written notification instituting the formal dispute resolution procedure shall include the technical rationale supporting the Work Respondent's position. If Work Respondent's written notice and technical rationale in support of the position are not received within twenty-one (21) days from the end of the informal dispute period, the formal dispute resolution procedures may not be invoked for the disputed issue(s) and the dispute will be considered resolved. Ohio EPA shall have thirty (30) days from the date the Work Respondent's formal written dispute position is received to reduce its position to writing. Ohio EPA's writing shall include the technical rationale supporting Ohio EPA's position. Following the exchange of written positions, the Site Coordinators shall have an additional fourteen (14) days to resolve the formal dispute. If Ohio EPA concurs with the position of Work Respondent, then the work plan, report, or other items required to be submitted pursuant to these Orders shall be modified accordingly.

37. If Ohio EPA does not concur with Work Respondent, Ohio EPA's Site Coordinator shall notify the Work Respondent in writing. Upon receipt of such written notice, the Work Respondent shall have fourteen (14) days to forward a written statement of the dispute to the Division of Emergency and Remedial Response ("DERR") District Manager and request a review of the decision regarding the dispute. If the Work Respondent does not forward such a statement and request within fourteen (14) days, Ohio EPA will adopt the written position of its Site Coordinator and the work plan, report, or other item required to be submitted pursuant to these Orders, or any other item subject to the dispute resolution procedures of this Section shall be modified accordingly. If the Work Respondent forwards such a statement and request within fourteen (14) days, a DERR Manager will resolve the dispute based upon and consistent with these Orders, the RI/FS SOW, the RI/FS Work Plan, any applicable approved work plan, and other appropriate federal and state laws and regulations.

38. The pendency of a dispute under this Section shall extend only the time period for completion of the tasks related to the matters in dispute, except that upon mutual agreement of the Work Respondent and Ohio EPA, any time period may be extended as is deemed appropriate under the circumstances. Such agreement shall not be unreasonably withheld by Ohio EPA. Elements of the Work not affected by the dispute shall be completed in accordance with applicable schedules and time frames. The opportunity to invoke dispute resolution under the Dispute Resolution Section shall not be available to Work Respondent unless otherwise expressly provided in these Orders.

XV. UNAVOIDABLE DELAYS

39. Work Respondent shall cause all Work to be performed in accordance with applicable

schedules and time frames set forth in these Orders or any approved work plan unless any such performance is prevented or delayed by an event that constitutes an unavoidable delay. For purposes of these Orders, an "unavoidable delay" shall mean an event beyond the control of Work Respondent that prevents or delays performance of any obligation required by these Orders and that could not be overcome by due diligence on the part of Work Respondent. Increased cost of compliance shall not be considered an event beyond the control of Work Respondent.

40. Work Respondent shall notify Ohio EPA in writing within ten (10) days after the occurrence of an event that Work Respondent contends is an unavoidable delay. Such written notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by Work Respondent to minimize the delay, and the timetable under which these measures will be implemented. Work Respondent shall have the burden of demonstrating that the event constitutes an unavoidable delay.

41. If Ohio EPA does not agree that the delay has been caused by an unavoidable delay, Ohio EPA will notify the Work Respondent in writing. Ohio EPA reserves the right to terminate these Orders, perform any additional investigation, conduct a partial or complete Remedial Investigation and Feasibility Study, and/or enforce the terms of these Orders in the event that Ohio EPA determines that the delay has not been caused by an unavoidable delay. If Ohio EPA agrees that the delay is attributable to an unavoidable delay, Ohio EPA will notify Work Respondent in writing of the length of the extension for the performance of the obligations affected by the unavoidable delay.

XVI. REIMBURSEMENT OF COSTS

42. Ohio EPA has incurred and continues to incur Response costs in connection with the Site. Work Respondent shall reimburse Ohio EPA for all Response Costs incurred both prior to and after the effective date of these Orders.

43. Within forty-five (45) days of receipt of an itemized invoice for the Response Costs incurred prior to the effective date of these Orders, Work Respondent shall remit a check to the Ohio EPA for the full amount invoiced.

44. For Response Costs incurred after the effective date of these Orders, Ohio EPA will submit to Work Respondent on an annual basis an itemized invoice of its Response Costs for the previous year. Within forty-five (45) days of receipt of such itemized invoice, Work Respondent shall remit payment for all of Ohio EPA's Response Costs for the previous year.

45. Work Respondent shall remit payments to Ohio EPA pursuant to this Section as

follows:

a. Payment shall be made by bank check payable to "Treasurer, State of Ohio" and shall be forwarded to Fiscal Officer, Ohio EPA, Lazarus Government Center, P.O. Box 1049, Columbus, Ohio 43216-1049.

b. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, Lazarus Government Center, P.O. Box 1049, Columbus, Ohio 43216-1049, and to the Site Coordinator.

XVII. ACCESS TO INFORMATION

46. Upon request, Work Respondent and/or Landowner Respondent(s) shall provide to Ohio EPA within twenty-one (21) days, copies of all documents and information within its possession or control or that of its contractors or agents relating to events or conditions at the Site including, but not limited to manifests, reports, correspondence, or other documents or information related to the Work. This provision shall not be a limitation on any request for information to the Work Respondent and/or Landowner Respondent(s) by Ohio EPA made under state or federal law for information relating to events or conditions at the Site.

47. Work Respondent and/or Landowner Respondent(s) may assert a claim that documents or other information submitted to Ohio EPA pursuant to these Orders are confidential under the provisions of OAC 3745-50-30(A) or ORC § 6111.05(A). If no such claim of confidentiality accompanies the documents or other information when it is submitted to Ohio EPA, it may be made available to the public without notice to Work Respondent and/or Landowner Respondent(s).

48. Work Respondent and/or Landowner Respondent(s) may assert that certain documents or other information are privileged under the attorney-client privilege or any other privilege recognized by state law. If Work Respondent and/or Landowner Respondent(s) makes such an assertion, it shall provide Ohio EPA with the following: (1) the title of the document or information; (2) the date of the document or information; (3) the name and title of the author of the document or information; (4) the name and title of each addressee and recipient; (5) a general description of the contents of the document or information; and (6) the privilege being asserted by Work Respondent and/or Landowner Respondent(s).

49. No claim of confidentiality shall be made with respect to any data or reports, including but not limited to laboratory or interpretive reports, and all sampling, analytical, and monitoring data.

50. Work Respondent and Respondents Shawn Sexton and Melissa Sexton shall preserve

for the duration of these Orders and for a minimum of seven (7) years after termination of these Orders, all documents and other information within its possession or control, or within the possession or control of its contractors or agents, which in any way relate to the Work notwithstanding any document retention policy to the contrary. Respondents Gregory Fields and SCS shall preserve all documents and other information within its possession or control, or within the possession or control of its contractors or agents, which in any way relate to the Work notwithstanding any document retention policy to the contrary, until December 31, 2009. Work Respondent and/or Landowner Respondent(s) may preserve such documents by microfiche, or other electronic or photographic device. At the conclusion of this document retention period, Work Respondent and/or Landowner Respondent(s) shall notify Ohio EPA at least sixty (60) days prior to the destruction of these documents or other information; and upon request, shall deliver such documents and other information to Ohio EPA.

XVIII. MODIFICATIONS

51. These Orders may be modified by agreement of the Parties. Modifications shall be in writing, signed by the authorized representative of the Work Respondent, Landowner Respondents, and by the Director, and shall be effective on the date entered in the Journal of the Director of Ohio EPA.

XIX. INDEMNITY

52. Work Respondents agrees to indemnify, save, and hold harmless Ohio EPA from any and all claims or causes of action arising from, or related to, the implementation of the Work, including any acts or omissions of Work Respondent, its officers, employees, receivers, trustees, agents, or assigns. Said indemnification shall not apply to acts or omissions of the State of Ohio, its employees, agents or assigns at, on, upon, or related to the Site if said acts are negligent, performed outside the scope of employment or official responsibilities, or performed with malicious purpose, in bad faith, or in a wanton or reckless manner. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by Work Respondent and/or Landowner Respondent(s) in carrying out the activities pursuant to these Orders. Ohio EPA agrees to provide notice to Respondents within thirty (30) days after receipt of any claim that may be the subject of indemnity as provided in this Section, and to cooperate with Respondents in the defense of any such claim or action against Ohio EPA.

XX. OTHER CLAIMS

53. Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or

corporation not a Party to these Orders, for any liability arising from, or related to, events or conditions at the Site.

XXII. RESERVATION OF RIGHTS

54. Ohio EPA reserves the right to seek legal and/or equitable relief to enforce the terms and conditions of these Orders, including penalties against Respondent(s) for noncompliance with these Orders. Except as provided herein, Respondents reserve any rights they may have to raise any legal or equitable defense in any action brought by Ohio EPA to enforce the terms and conditions of these Orders.

55. Ohio EPA reserves the right to terminate these Orders and/or perform all or any portion of the Work or any other measures in the event that the requirements of these Orders are not wholly complied with within the time frames required by these Orders.

56. Ohio EPA reserves the right to take any action, including but not limited to any enforcement action, action to recover costs, or action to recover damages to natural resources, pursuant to any available legal authority as a result of past, present, or future violations of state or federal laws or regulations or the common law, and/or as a result of events or conditions arising from, or related to, the Site. Upon termination pursuant to the Termination Section of these Orders, Respondents shall have resolved their liability to Ohio EPA only for the Work performed pursuant to these Orders.

XXII. TERMINATION

57. Work Respondent's obligations under these Orders shall terminate upon Ohio EPA's approval in writing of Work Respondent's written certification to Ohio EPA that all Work required to be performed under these Orders including payment of Response Costs has been completed. The Work Respondent's certification shall contain the following attestation: "I certify that the information contained in or accompanying this certification is true, accurate, and complete." This certification shall be submitted by Work Respondent to Ohio EPA and shall be signed by a responsible official of Work Respondent. The termination of Work Respondent's obligations under these Orders shall not terminate the Work Respondent's and Landowner Respondents' obligations under the Reservation of Rights, Access to Information, Indemnity, Other Claims and Land Use and Conveyance of Title Sections of these Orders.

XXIII. WAIVER AND AGREEMENT

58. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondents consent to the issuance of these Orders, and agrees to comply with these

XXIII. WAIVER AND AGREEMENT

58. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondents consent to the issuance of these Orders, and agrees to comply with these Orders.

59. Respondents hereby waive the right to appeal the issuance, terms and conditions, and service of these Orders and Respondents hereby waive any and all rights that they may have to seek administrative or judicial review of these Orders either in law or equity.

60. Notwithstanding the limitations herein on Respondents' right to appeal or seek administrative or judicial review, Ohio EPA and Respondents agree if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondents retain the right to intervene and participate in such appeal. In such an event, Respondents shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

XXIV. EFFECTIVE DATE

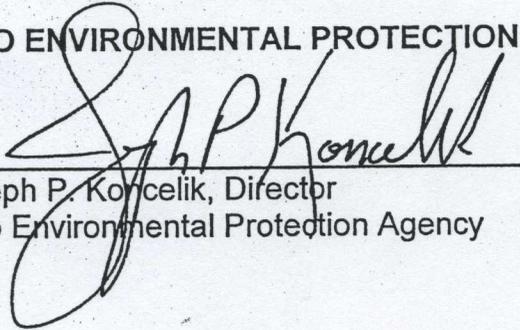
61. The effective date of these Orders shall be the date these Orders are entered in the Journal of the Director of Ohio EPA.

XXV. SIGNATORY AUTHORITY

62. Each undersigned representative of a Party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such Party to these Orders.

IT IS SO ORDERED AND AGREED:

OHIO ENVIRONMENTAL PROTECTION AGENCY



Joseph P. Kowcelik, Director
Ohio Environmental Protection Agency

Date

8/12/05

IT IS SO AGREED:

Sanitation Commercial Services,

BY:

J. Gregory Fields
Name

President
Title

8-5-05
Date

J. Gregory Fields,

BY:

J. Gregory Fields
Name

8-5-05
Date

Director's Findings and Orders for RI/FS
Jackson County Landfill

Shawn Sexton,

BY: Shawn Sexton
Name

7-18-05
Date

Melissa Sexton,

BY: Melissa Sexton
Name

7-18-05
Date

Director's Findings and Orders for RI/FS
Jackson County Landfill

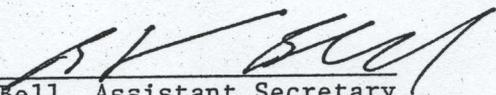
The Goodyear Tire & Rubber Company,

BY: Donald E. Stanley July 25, 2005

Name Donald E Stanley Date

Vice President
Title

ATTEST:


Bertram Bell, Assistant Secretary

Director's Findings and Orders for RI/FS
Jackson County Landfill

Shawn Sexton,

BY: Shawn Sexton
Name

7-18-05
Date

Melissa Sexton,

BY: Melissa Sexton
Name

7-18-05
Date

IT IS SO AGREED:

Sanitation Commercial Services,

BY: J. Gregory Fields
Name

8-5-05
Date

President
Title

J. Gregory Fields,

BY: J. Gregory Fields
Name

8-5-05
Date

Director's Findings and Orders for RI/FS
Jackson County Landfill

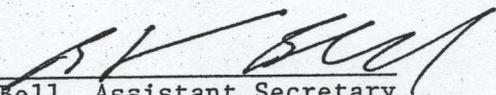
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Title

ATTEST:


Bertram Bell, Assistant Secretary