

DANIEL M. HARRIGAN  
2010 MAR 22 PM 3:00  
SUMMIT COUNTY  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

STATE OF OHIO, ex rel.	:	CASE NO. 2006-07-4740
RICHARD CORDRAY,	:	
OHIO ATTORNEY GENERAL	:	JUDGE ROWLANDS
	:	
	:	
Plaintiff,	:	
	:	
v.	:	<u>CONSENT ORDER</u>
	:	
9150 GROUP, LLC,	:	
et al.	:	
	:	
Defendants.	:	

WHEREAS, Plaintiff, State of Ohio, by its Attorney General (hereinafter "Plaintiff" or "State of Ohio") at the written request of the Director of the Ohio Environmental Protection Agency ("Ohio EPA"), filed a Complaint in the above-captioned case seeking injunctive relief and civil penalties from Defendants, 9150 Group, LLC, 9150 Group, L.P., Larry Albright, Irving Sands, and Gerald C. West, pursuant to Ohio Revised Code (hereinafter "R.C.") Chapter 3734, and the rules promulgated thereunder;

WHEREAS, this matter involves an industrial property located at 9150 Valley View, Macedonia, Summit County, Ohio (the "Property"). Historic industrial activities at the Property resulted in the creation of a number of hazardous waste disposal units which are the direct result of past activities conducted by some or all of the Third Party Defendants (excluding the former pipe connections and pipe trench of the P1 area) as identified in the Interim Partial

Consent Order (“IPCO”). The units collectively comprise a Hazardous Waste Facility. The property was owned by 9150 Group, L.P. but, by operation of law and recorded deed, was transferred to 9150 Group, LLC by virtue of a merger;

**WHEREAS**, 9150 Group, L.P. was an Ohio Limited Partnership whose general partners were the individual Defendants Larry Albright, Irving Sands, and Gerald C. West. In 2004, 9150 Group, L.P. merged into 9150 Group, LLC (“9150 Group”), which became the surviving entity;

**WHEREAS**, during the times listed in the State of Ohio’s Complaint up until the merger, 9150 Group, L.P. leased the property to two companies who owned and operated an aerosol manufacturing business on the property. From at least 1988 until on or about 1999, Aerosol Systems, Inc. (“Aerosol Systems”) owned and operated the aerosol business and controlled all manufacturing activities that took place upon the property. Aerosol Systems, Inc. later became known as Specialty Chemical Resources, Inc. (“Specialty Chemical”). Firstar Bank took possession of Aerosol System’s assets on or about March 13, 2000. Hi-Port Aerosol, Inc. (“Hi-Port Aerosol”) purchased Aerosol System’s assets from the bank on or about March 15, 2000 and gained ownership, operation and control over the aerosol business. On or about May 6, 2002, Hi-Port Aerosol ceased all operations at the property. No aerosol manufacturing operations have taken place at the property since May 2002;

**WHEREAS**, On April 4, 1988, the State sued Aerosol Systems for violations of the hazardous waste laws, Revised Code Chapter 3734, and the water pollution control laws, Revised Code Chapter 6111. The State’s case against Aerosol Systems was resolved in 1990 through this Court’s issuance of an agreed Consent Order (“1990 Consent Order”) between the State and Aerosol Systems. The 1990 Consent Order states that it is enforceable against Aerosol

Systems and any successor company. The 1990 Consent Order required Aerosol Systems to develop a Closure Plan, and once approved as part of the 1990 Consent Order, to implement that Closure Plan for the Hazardous Waste Management Units located at the Facility. As part of the then-Approved Closure Plan, Aerosol Systems was required to operate ground water and soil vapor extraction remedial systems ("VES"). Operation of the VES ceased on February 18, 2000. On or about May 6, 2002, Hi-Port Aerosol ceased all operations at the property.

**WHEREAS**, neither Hi-Port Aerosol, Specialty Chemical, nor Aerosol Systems fulfilled the requirements of the 1990 Consent Order, or the Approved Closure Plan.

**WHEREAS**, on or about September 20, 2007, Defendant 9150 Group filed a Third Party Complaint against Third Party Defendants Aerosol Systems, Inc., Specialty Chemical Resources, Inc., Hi-Port Aerosol, Inc. Hi-port, Inc., Rhinopak, L.P., Edwin M. Roth, Cory B. Roth, and Jeffery H. Lippold;

**WHEREAS**, on October 15, 2007, the State of Ohio and Defendant 9150 Group entered into an IPCO, to perform certain work and other activities at the Property;

**WHEREAS**, the State of Ohio and Defendants have agreed and consented to the entry of this Consent Order;

**WHEREAS**, the objectives of this Consent Order include the protection of human health and the environment by requiring Defendants to comply with the provisions of R.C. Chapter 3734 , R.C. Chapter 6111, and the rules adopted thereunder; and,

**WHEREAS**, Defendants do not admit the allegations set forth in the State of Ohio Complaint and deny any violation of local, state or federal statute, regulation or common law;

**NOW, THEREFORE**, without trial of any issue of fact or law, without admission of liability by Defendants and upon the consent of the parties hereto, it is hereby **ORDERED, ADJUDGED, and DECREED** as follows:

### I. DEFINITIONS

1. As used in this Consent Order:
  - A. **“Approved Closure Plan(s)”** means a Closure Plan or Closure Plans that has been approved by the Director. The approved Closure Plan(s) may be a Closure Plan or Closure Plans approved by the Director as submitted by Defendants, or a Closure Plan or Closure Plans approved by the Director after being submitted by Defendants and modified by the Director.
  - B. **“Closure Plan(s)”** means a Closure Plan or Closure Plans that meet the requirements of Ohio Adm. Code 3745-55-11 through 3745-55-20 and 3745-54-90 through 3745-54-101.
  - C. **“Consent Order”** means this Consent Order and Final Judgment Entry and all appendices attached hereto.
  - D. **“Contractor”** means the individual(s) or company or companies retained by or on behalf of Defendants to undertake and complete the work required by this Consent Order.
  - E. **“Defendants”** means 9150 Group, LLC, 9150 Group, L.P., Larry Albright, Irving Sands, and Gerald C. West. **“Defendant”** means any one of the above listed Defendants. **“Individual Defendants”** means Larry Albright, Irving Sands, and Gerald C. West. Presently excluded from the term **“Defendants,”** as applied herein, are Third Party Defendants.

**“Third Party Defendants”** means Third Party Defendants Aerosol Systems, Inc., Specialty Chemical Resources, Inc., Hi-Port Aerosol, Inc. Hi-port, Inc., Rhinopak, L.P., Edwin M. Roth, Cory B. Roth, and Jeffery H. Lippold.

- F. **“Director”** means Ohio's Director of Environmental Protection.
- G. **“Effective Date”** means the date the Summit County Court of Common Pleas enters this Consent Order.
- H. **“Facility”** refers to all contiguous land, and structures, other appurtenances, and improvements on the land, used for treating, storing, or disposing of hazardous waste at the Property owned by Defendant 9150 Group located at, 9150 Valley View, Macedonia, Ohio.
- I. **“Hazardous Waste Management Unit”** means a contiguous area of land on or in which hazardous waste is placed, or the largest area in which there is significant likelihood of mixing hazardous waste constituents in the same area. Examples of hazardous waste management units include a surface impoundment, a waste pile, a land treatment area, a landfill cell, an incinerator, a tank and its associated piping and underlying containment system and a container storage area. A unit includes containers and the land or pad upon which they are placed.
- J. **“Ohio EPA”** means the Ohio Environmental Protection Agency.
- K. **“Plaintiff”** means the State of Ohio by and through the Attorney General of Ohio.

**II. JURISDICTION AND VENUE**

2. The Court has jurisdiction over the Parties and the subject matter of this case. The Complaint states a claim upon which relief can be granted against Defendants under R.C. Chapter 3734, and venue is proper in this Court.

**III. PERSONS BOUND**

3. The provisions of this Consent Order shall apply to and be binding upon the State and upon Defendants, and their officers, agents, servants, employees, successors, and assigns, and those persons in active concert or participation with them who receive actual notice of this Consent Order whether by personal service or otherwise and who will provide work or services on behalf of Defendants related to this Consent Order. Defendants are ordered and enjoined to provide a copy of this Consent Order to each general contractor, subcontractor, laboratory, consultant, agent, employee and person hired by or who will provide work or services on behalf of Defendants related to this Consent Order. This Consent Order does not resolve or address the Third Party Complaint filed by Defendants.

**IV. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS**

4. Except as otherwise provided in paragraph 5 of this Consent Order, compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability of Defendants to the State for the claims alleged in the State's Complaint.

5. Nothing in this Consent Order, including the imposition of stipulated civil penalties, shall limit the authority of the State of Ohio to:

- A. Seek relief for claims or conditions not alleged in the Complaint;
- B. Seek relief for claims or conditions alleged in the Complaint that occur after the Effective Date of this Consent Order;

- C. Enforce this Consent Order through a contempt action or otherwise for violations of this Consent Order;
- D. Bring any action against any Defendant or against any other person, under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. §9601, et seq. and/or R.C. 3734.20 through 3734.27 to: (1) recover natural resource damages, and/or (2) order the performance of, and/or recover costs for any removal, remedial or corrective activities not conducted pursuant to the terms of this Consent Order;
- E. Take any action authorized by law against any person, including any Defendant, to eliminate or mitigate conditions at the Facility that may present an imminent threat to the public health or welfare, or the environment.
- F. Take any actions against Individual Defendants in the event that Defendant 9150 Group fails to satisfy any requirement set forth in paragraph 10 through 22 of this Consent Order.

6. Nothing in this Consent Order shall constitute or be construed as satisfaction of civil liability, a covenant not to sue, and/or a release regarding the claims alleged in the Complaint, against any person, firm, trust, joint venture, partnership, corporation, association, or other entity not a signatory to this Consent Order.

7. This Consent Order shall be without prejudice to any civil claims, demands, rights, or causes of action, judicial or administrative, including rights to cost recovery and/or contribution, Defendants may have against any of the other Third Party Defendants in this case, or which may in the future accrue to the benefit of the Defendants against others not a party to this Consent Order regarding the Facility.

8. Nothing in this Consent Order shall be construed to relieve any Defendant of its obligations to comply with applicable federal, state, or local statutes, regulations, or ordinances.

9. Nothing herein shall restrict the right of the Defendants to raise any administrative, legal or equitable claim or defense with respect to such further actions. In the event the Ohio EPA takes an administrative action against Defendants regarding the requirements of Section V., below, Defendants reserve the right to appeal such action by Ohio EPA. However, Defendants shall not assert and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim splitting or other defenses based upon any contention that the claims raised by the State in the subsequent proceeding were, could, or should have been brought in the instant case.

## V. PERMANENT INJUNCTION

### Standards for the Management of Hazardous Waste

10. Defendant 9150 Group is ordered and enjoined to comply with all applicable provisions of the Ohio hazardous waste laws and rules as set forth in R.C. Chapter 3734 and Ohio Adm. Code Chapters 3745-50 through 3745-69, Chapters 3745-270 through 3745-279, and Chapter 3745-352.

11. From the Effective Date of this Consent Order, Defendant 9150 Group is immediately ordered and permanently enjoined from storing, disposing and/or treating any hazardous waste at the Facility except in accordance with R.C. 3734.02(E) or R.C. 3734.02(F) or, for wastes generated at the Facility, in accordance with Ohio Adm. Code 3745-52-34.

12. From the effective date of this Consent Order, Defendant 9150 Group is ordered and enjoined to determine if any waste it generates at the Facility is a hazardous waste, as required by Ohio Adm. Code 3745-52-11.



13. From the effective date of this Consent Order, Defendant 9150 Group is ordered and enjoined to give manifests for its hazardous waste to the transporter of that waste and to designate the facility to which the hazardous waste is to be shipped, as required by Ohio Adm. Code 3745-52-20 and Ohio Adm. Code 3745-52-23. Defendant 9150 Group shall retain a copy of the manifests for three (3) years in accordance with Ohio Adm. Code 3745-52-40(A). Further, Defendant 9150 Group shall submit an exception report to the Ohio EPA if Defendant 9150 Group has not received a copy of the manifest with the handwritten signature of the owner or operator of the designated facility within forty-five (45) days of the date the waste was accepted by the initial transporter, as required by Ohio Adm. Code 3745-52-42(A)(2).

**Closure**

14. Defendant 9150 Group, LLC, owns the Property upon which multiple Hazardous Waste Management Units exist. The Ohio EPA has historically referred to these alleged hazardous waste management units with a numerical reference. The numerical reference for each historical alleged hazardous waste management unit is listed along with the respective unit in the IPCO.

15. As a result of recent investigations at the Facility, two additional Hazardous Waste Management Units exist at the Facility as follows: Former pipe connection, pipe trench and solvent AST secondary containment source area; and Former propellant farm above-ground storage tank area.

16. In addition, ground water contamination exists beneath the property and adjoining properties as a direct result of past activities conducted in association with the Hazardous Waste Management Units located at the Facility.

17. Within forty five (45) days after the Effective Date of this Consent Order,

Defendant 9150 Group is ordered and enjoined to submit to Ohio EPA, at the address set forth in Article VII of this Consent Order, Draft Closure Plan(s) addressing the Hazardous Waste Management Units located at the Facility including but not limited to the Hazardous Waste Management Units identified in paragraphs 14 and 15 and the ground water contamination identified in paragraph 16. Draft Closure Plan(s) shall conform to the requirements set forth in Ohio Adm. Code 3745-55-10 through 3745-55-20. The ground water monitoring program and remediation activities shall be performed in accordance with Ohio Adm. Code 3745-54-90 through 3745-54-101.

18. Following review of the Draft Closure Plan(s), if Ohio EPA determines that a Draft Closure Plan is deficient and gives Defendant 9150 Group written notice of deficiencies in the Draft Closure Plan, Defendant 9150 Group is ordered and enjoined to submit to Ohio EPA a Closure Plan(s) addressing those deficiencies within sixty (60) days of receipt of the notice of deficiencies. If Ohio EPA determines that the resubmitted Draft Closure Plan is approvable, then the Director may take action making it the Approved Closure Plan.

19. Following subsequent review of the resubmitted Draft Closure Plan(s), if Ohio EPA determines that Draft Closure Plan remains deficient and gives Defendant 9150 Group written notice of the deficiencies in the Draft Closure Plan, Defendant 9150 Group is ordered and enjoined to submit to Ohio EPA a revised Closure Plan(s) within thirty (30) days of receipt of the notice of deficiencies.

20. Following review of a revised Closure Plan(s), Ohio EPA may approve the Closure Plan(s) or, if Ohio EPA subsequently determines that the revised Closure Plan(s) is deficient, Ohio EPA may modify the revised Closure Plan and approve the plan as modified by Ohio EPA, making it an Approved Closure Plan.

21. Immediately upon receipt of notice of approval by Ohio EPA of any Closure Plan(s), either as originally submitted, as revised, or as revised and modified, Defendant 9150 Group is ordered and enjoined to implement the Approved Closure Plan(s) in the manner and pursuant to time frames set forth in the Approved Closure Plan(s) and Ohio Adm. Code 3745-55-13.

22. Within thirty (30) days of completion of Closure Plans as approved, Defendant 9150 Group is ordered and enjoined to submit certification of closure to Ohio EPA, pursuant to Ohio Adm. Code 3745-55-15.

**Closure & Post Closure Cost Estimate, Financial Assurance and Financial Responsibility**

23. Immediately upon receipt of notice of approval of the Closure Plan(s) by Defendant 9150 Group from Ohio EPA, Defendants are ordered and enjoined to submit to Ohio EPA detailed closure cost estimates which shall be calculated consistent with Ohio Adm. Code 3745-55-42 and 3745-55-44; however, in the event an approval is based on the concurrent modification of the Closure Plan(s) Defendants shall have up to thirty (30) days from receipt of notice of approval of the Closure Plan(s) to satisfy this requirement.

24. Within fifteen days (15) days after the approval of the Closure Plan(s), Defendants are ordered and enjoined to submit to Ohio EPA documentation of financial assurance for closure consistent with the requirements of Ohio Adm. Code 3745-55-43 and 3745-55-45. The parties agree that the current value of the financial assurance held in escrow with JP Morgan Funds, designated as Account No. 380660 shall be applied to the balance of financial assurance otherwise required from Defendants. If Defendants wish to use Trust Account No. 380660 for its financial obligations for closure under this Consent Order, then the value of Trust Account No. 380660 must be equal to or greater than the value of the closure cost estimate.

If Trust Account No. 380660 is not equal to the value of the closure cost estimate then additional financial assurance must be obtained so that the value of Trust Account No. 380660 and the additional financial assurance is equal to or greater than the value of the closure cost estimate.

25. Immediately upon receipt of notice of approval by Ohio EPA of any Closure Plan(s), Defendants are ordered and enjoined to submit to Ohio EPA documentation demonstrating financial responsibility for third party liability coverage consistent with the requirements of Ohio Adm. Code 3745-55-47.

#### **VI. FACILITY ACCESS**

26. As of the Effective Date of this Consent Order, Plaintiff and its representatives and contractors shall have access at reasonable times to the Facility, and shall have access to any other property controlled by or available to Defendants to which access is necessary to effectuate the actions required by this Consent Order. Access shall be allowed for the purposes of conducting activities related to this Consent Order including but not limited to:

- A. Monitoring the work or any other activities taking place at the Facility;
- B. Verifying any data or information submitted to Plaintiff;
- C. Conducting investigations relating to contamination at or near the Facility;
- D. Obtaining samples;
- E. Assessing the need for, planning, or implementing additional response actions at or near the Facility;
- F. Inspecting and copying records, operating logs, contracts or other documents maintained or generated by Defendants or their agents, consistent with this Consent Order and applicable law; or
- G. Assessing Defendants' compliance with this Consent Order.

27. Nothing in this Consent Order shall be construed to limit the statutory authority of the Director or his authorized representatives to enter at reasonable times upon the Property or any other private or public property, real or personal, to inspect or investigate, obtain samples and examine or copy any records to determine compliance with R.C. Chapters 3734 and 6111.

**VII. DOCUMENT SUBMITTAL**

28. All documents required to be submitted pursuant to this Consent Order shall be sent to the following addresses, or to such addresses as the Ohio EPA may here after designate in writing:

Ohio Environmental Protection Agency  
Division of Hazardous Waste Management  
50 W. Town St., Suite 700  
Columbus, Ohio 43215  
Attn: Manager, Compliance Assurance Section

and

Ohio Environmental Protection Agency  
Northeast District Office  
2110 East Aurora Rd.  
Twinsburg, Ohio 44087-1924

**VIII. CIVIL PENALTY**

29. Defendants are ordered and enjoined to pay to the State of Ohio a civil penalty in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00). Of this penalty amount, a sum of Five Thousand Dollars (\$5,000.00) shall be paid by delivering to Plaintiff, c/o Karen Pierson, or her successor at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3428, a cashier's or certified check in that amount, payable to the order of "Treasurer, State of Ohio" within thirty

(30) days from the Effective Date of this Consent Order. This civil penalty shall be deposited into the hazardous waste clean-up fund created by R.C. 3734.28.

**IX. CONTRIBUTION TO MANVILLE TRUST**

30. Defendants are ordered and enjoined to pay to the State of Ohio the remaining Seven Thousand Five Hundred Dollars (\$7,500.00) of the civil penalty, as set forth in Section VIII, by delivering to Plaintiff, c/o Karen Pierson, or her successor at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3428, a cashier's or certified check in that amount, payable to the order of the "Ohio Environmental Education and Charitable Trust" within one hundred eighty (180) days of the Effective Date of this Consent Order. The purpose of this trust is to support and enhance environmental education and science to benefit the citizens of the State of Ohio, including but not limited to the education of law enforcement and compliance personnel, students and scientists, and to support and enhance the prosecution of the environmental laws of the State of Ohio.

**X. ENFORCEMENT COSTS**

31. Defendants shall pay the enforcement costs of the Ohio Attorney General expended prior to the entry of this Consent Order, totaling Five Thousand Dollars \$5,000.00, by delivering a certified check in such amount made payable to the order of "Treasurer, State of Ohio" to Karen Pierson, or her successor, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3400, within one hundred eighty (180) days of the entry of this Consent Order. Any check submitted in compliance with this Section shall be in addition to and separate from any check submitted pursuant to any other Section of this Consent Order.

## XI. POTENTIAL FORCE MAJEURE

32. If any event occurs which causes or may cause a delay of any requirements of this Order, Defendants shall notify the Ohio Environmental Protection Agency Division of Hazardous Waste Management in writing within ten (10) calendar days of the event, describing in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken to prevent or minimize the delay and the timetable by which measures will be implemented. Defendants will adopt all reasonable measures to avoid or minimize any such delay.

33. Notification by Defendants in accordance with Paragraph 32, above does not necessarily terminate or delay any requirement in the Consent Order. In any action by the State to enforce any of the provisions of this Order, Defendants may raise a *force majeure* defense and that their conduct was caused by reasons entirely beyond their control such as, by way of example and not limitations, acts of God, strikes, acts of war, civil disturbances, or vandalism. While the State does not agree that such a defense exists, it is, however, hereby agreed upon by Defendants and the State that it is premature at this time to raise and adjudicate the existence of such a defense and that the appropriate point at which to adjudicate the existence of such a defense is at the time that a proceeding to enforce this Consent Order, if any, is commenced by the State. At that time, Defendants will bear the burden of providing that any delay was or will be caused by circumstances entirely beyond the control of Defendants. Any extension of a date based on a particular incident does not mean that Defendants shall receive an extension of a subsequent date or dates. Defendants must make an individual showing of proof for each incremental step or other requirement for which an extension is sought.

**XII. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND APPROVALS**

34. All activities undertaken by Defendants pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable federal, state and local laws, rules, regulations, permits, or other approvals. Defendants shall submit timely applications and requests for any such permits and approvals. Defendants are ordered and enjoined to include in all contracts or subcontracts entered into for work required under this Consent Order, provisions stating that such contractors or subcontractors, including their agents and employees, shall perform all activities required by such contracts or subcontracts in compliance with all applicable laws and rules. This Consent Order is not a permit issued pursuant to any federal, state or local law or rule.

**XIII. STIPULATED PENALTIES**

35. In the event that any Defendant fails to meet any applicable requirement of this Consent Order set forth in Paragraphs 10 through 34, the Defendant(s) that fails to meet the applicable requirement shall immediately and automatically be liable for and shall pay a stipulated penalty according to the following payment schedule:

- a. For each day of non-compliance after the schedule milestone date from one (1) day to forty-five (45) days – One Hundred Dollars (\$100.00) per day not met;
- b. For each day of non-compliance after the schedule milestone date from forty-six (46) days to ninety (90) days – Two Hundred Fifty Dollars (\$250.00) per day not met;
- c. For each day of non-compliance after the schedule milestone date over ninety-one (91) days – Five Hundred Dollars (\$500.00) per day not met.



Any payment required to be made under the provisions of this paragraph of this Consent Order shall be made by certified check for the appropriate amount, made payable to "Treasurer, State of Ohio," which check shall be delivered by mail, or otherwise, Karen Pierson, or a successor, at the Ohio Attorney General's Office, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3400, without the requirement of further demand by Plaintiff. A letter indicating what violations are being covered by the specific check shall accompany the check.

36. The imposition, payment and collection of stipulated penalties pursuant to violations of this Consent Order shall not prevent State from pursuing judicial enforcement of this Consent Order.

#### **XIV. MODIFICATION**

37. No modification shall be made to this Consent Order without the written agreement of the Parties and the Court.

#### **XV. RETENTION OF JURISDICTION**

38. Court shall retain jurisdiction of this action for the purpose of administering and enforcing Defendants' compliance with this Consent Order. Upon the Effective Date of this Consent Order, the October 15, 2007 IPCO between the State of Ohio and Defendant 9150 Group shall be terminated.

#### **XVI. COSTS**

39. Defendants shall pay the costs of this action.

#### **XVII. ENTRY OF ORDER**

40. Upon signing of this Consent Order by the Court, the clerk is directed to enter it

upon the journal. Within three (3) days of entering the judgment upon the journal, the clerk is directed to serve upon all parties notice of the judgment and its date of entry upon the journal in the manner prescribed by Rule 5(B) of the Ohio Rules of Civil Procedure and note the service in the appearance docket.

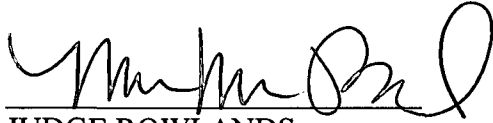
**XVIII. AUTHORITY TO ENTER INTO THE CONSENT ORDER**

41. The signatory for each Defendant represents and warrants that he/she has been duly authorized to sign this document and so bind the corporation or individual to all terms and conditions thereof.

**[SIGNATURE PAGE FOLLOWS]**

**IT IS SO ORDERED:**

ENTERED THIS 22<sup>nd</sup> DAY OF March, 2010.



JUDGE ROWLANDS  
SUMMIT COUNTY  
COURT OF COMMON PLEAS

**APPROVED:**

RICHARD CORDRAY  
OHIO ATTORNEY GENERAL  
BY:



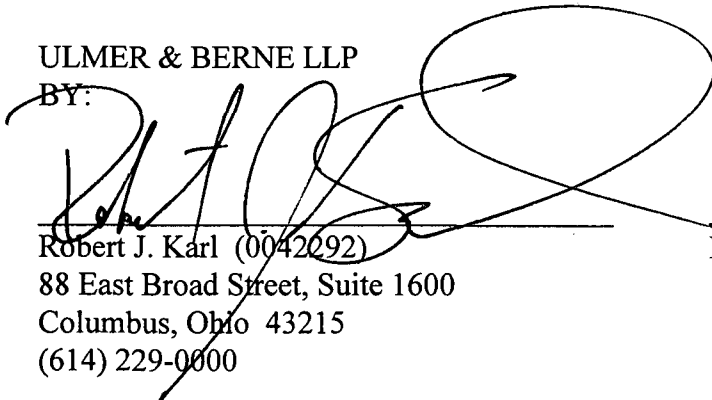
BRIAN BALL (0078285)  
Environmental Enforcement Section  
30 East Broad Street, 25<sup>th</sup> Floor  
Columbus, Ohio 43215-3400  
(614) 466-2766  
*Attorneys for Plaintiff State of Ohio*

3/10 / 2010

Date

ULMER & BERNE LLP

BY:



Robert J. Karl (0042092)  
88 East Broad Street, Suite 1600  
Columbus, Ohio 43215  
(614) 229-0000

March 18, 2010

Date

*Attorneys for Defendant 9150 Group, LLC.,  
9150 Group, L.P., Larry Albright, Irving Sands, and Gerald C. West,*

**[SIGNATURE PAGE CONTINUES]**

*JG*

9150 Group, LLC.

3/11/10

Date

~~IRVING SANDS~~ *Inc*

(print or type name here)

VICE PRESIDENT

(title)

*Larry Albright*

Larry Albright

3/15/10

Date

*Irving Sands*

Irving Sands

3/11/10

Date

~~*Gerald C. West*~~

Gerald C. West

3/11/10

Date