

- B. **“Approved Closure Plan”** means a closure plan that has been approved by the Director. The approved closure plan may be a closure plan approved by the Director as submitted by Defendant, or a closure plan approved by the Director after being submitted by Defendant and modified by the Director.
- C. **“Closure Plan”** means a plan that meets the requirements of Ohio Administrative Code Sections 3745-55-11 through 3745-55-20, as further defined in Attachment A.
- D. **“Consent Order”** means this Consent Order and all attachments hereto.
- E. **“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.
- F. **“Defendants”** means Bedford Anodizing Company, Inc., Thomas E. DeWeese and the Ronald G. Poole Trust. Unless otherwise specifically noted in this Consent Order, any requirement, obligation or liability imposed in this Consent Order upon Defendants is imposed jointly and severally.
- G. **“Director”** means Ohio’s Director of Environmental Protection.
- H. **“Effective Date”** means the date the Cuyahoga County Court of Common Pleas enters this Consent Order.
- I. **“Facility”** refers to the facility where the alleged treatment, storage, disposal, or other placement of hazardous waste was conducted at the facility located at 7010 Krick Road, Walton Hills, Cuyahoga County, Ohio, property parcel number 794-31-001.

- J. **"Long Line"** means the area identified on the map of the Facility attached as Attachment B
- K. **"Ohio EPA"** means the Ohio Environmental Protection Agency.
- L. **"Plaintiff"** means the State of Ohio by and through the Attorney General of Ohio.
- M. **"Short Line"** means the area identified on the map of the Facility attached as Attachment B

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action, pursuant to R.C. Chapter 3734 and the rules adopted thereunder. This Court has jurisdiction over the parties. Venue is proper in this Court. The Complaint states a claim upon which relief can be granted.

III. PERSONS BOUND

3. The provisions of this Consent Order shall apply to and be binding upon Plaintiff and Defendants, their agents, officers, employees, assigns, successors in interest and any other person who would be bound pursuant to Rule 65(D) of the Ohio Rules of Civil Procedure, including any person acting in concert or participation with them. Defendants are ordered and enjoined to provide a copy of this Consent Order to each contractor they employ to perform work itemized herein.

IV. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS

4. Except as otherwise provided in this Consent Order, compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability of Defendants to Plaintiff for all claims alleged in the 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 alleged in the Complaint that are based on conditions that arise after the entry of this Consent Order;
- C. Enforce violations this Consent Order through a contempt action or otherwise for violations of this Consent Order;
- D. Except as to Defendant Thomas DeWeese, bring any action against Defendant Bedford Anodizing 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 or remedial activities not conducted pursuant to the terms of this Consent Order; or
- E. Take any action authorized by law against any person, including Defendants, to eliminate or mitigate conditions at the Facility that may present an imminent threat to the public health or welfare, or the environment.

6. Nothing in this Consent Order shall constitute or be construed as an admission of liability, 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. The State also specifically reserves its right to sue against any entity that is not a signatory to this Consent Order.

7. 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 reserved by the State in this Section. 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. CLOSURE AND OTHER INJUNCTIVE RELIEF

8. Upon the Effective Date of this Consent Order, with regards to the Facility, Defendants are hereby permanently enjoined and ordered to immediately comply with all applicable provisions of the Ohio hazardous waste laws and rules as set forth in R.C. Chapter 3734, Ohio Adm. Code Chapters 3745-50 through 3745-69, and Ohio Adm. Code Chapters 3745-270 through 3745-279.

9. Upon the Effective Date of this Consent Order, Defendants are ordered and enjoined to comply with the requirements of Ohio Adm. Code 3745-55-11 for both the Short Line and Long Line areas of the Facility (see Attachment B) which requires Defendants to close these areas of the Facility in a manner that minimizes the need for further maintenance and controls, minimizes or eliminates, to the extent necessary to prevent threats to human health and the environment, post-closure escape of hazardous waste, hazardous constituents, leachate, contaminated run-off, or hazardous waste decomposition products to the ground or surface waters or to the atmosphere, and complies with the closure requirements of Ohio Adm. Code 3745-55-10 through 3745-55-20.

Closure

10. Within sixty (60) days of the Effective Date of this Consent Order, Defendants are ordered and enjoined to submit to Ohio EPA, at the addresses set forth in Section VI of this Consent Order, a Closure Plan in accordance with Ohio Adm. Code 3745-55-10 through 3745-55-20 for the areas listed in Paragraph 9 at the Facility as further described in Attachment A.

11. Following review of the Closure Plan, if Ohio EPA determines that the Closure Plan is deficient and gives Defendants written notice of such deficiencies in the Closure Plan, Defendants are ordered and enjoined to submit to Ohio EPA a revised Closure Plan within thirty (30) days of receipt of the notice of deficiencies.

12. Following review of the revised plan, if Ohio EPA determines that the revised Closure Plan is deficient, Ohio EPA may modify the plan and approve the revised plan as modified by Ohio EPA.

13. Immediately upon receipt of notice of approval by Ohio EPA of the Closure Plan, either as originally submitted, as revised, or as revised and modified, Defendants are ordered and enjoined to implement the Approved Closure Plan in the manner and time frames set forth in the approved Closure Plan.

14. Defendant are ordered and enjoined to amend the Approved Closure Plan pursuant to Ohio Adm. Code 3745-55-12 whenever:

- A. Changes in operating plans or design affect the Closure Plan; or
- B. There is a change in the expected year of closure, if applicable; or
- C. In conducting partial or final closure activities, unexpected events require a modification of the Closure Plan;

15. If Defendants are required to submit an Amended Closure Plan to Ohio EPA, the Closure Plan shall be amended in accordance with Ohio Adm. Code 3745-55-12(C). Ohio EPA will approve, revise, or revise and modify the Amended Closure Plan as set forth in Paragraphs 10 through 12, and Defendants shall implement the approved Amended Closure Plan as set forth in Paragraph 13.

16. Within thirty (30) days of completion of closure, Defendants are ordered and enjoined to submit certification of closure to Ohio EPA, pursuant to Ohio Adm. Code 3745-55-15 and a survey plat, pursuant to Ohio Adm. Code 3745-55-16 (if necessary).

17. All closure plans developed for the Facility shall be enforceable under this Consent Order as though fully incorporated herein.

18. Defendants reserve all rights to appeal any final action of the Director of the approval, denial or approval with conditions of the Closure Plan to the Environmental Review Appeals Commission.

Financial Assurance

19. Until such time as the Closure Plan is implemented, Ohio EPA may require Defendants to submit yearly financial documentation demonstrating its inability to pay for financial assurance by supplying Ohio EPA, at the addresses set forth in Section VI of this Consent Order, annual tax returns, no later than October 1st of every calendar year.

20. If Ohio EPA determines, based upon review of annual tax returns, that Defendants can obtain financial assurance, Defendants must comply with the closure cost estimates and financial assurance requirements pursuant to Ohio Adm. Code 3745-55-42 through 3745-55-43 within sixty (60) days of Ohio EPA's determination.

Other Injunctive Relief

21. In addition to the hazardous waste that will be removed and lawfully disposed pursuant to an Approved Closure Plan or approved Amended Closure Plan, Defendants are hereby permanently enjoined and ordered to remove and lawfully dispose of all other waste present in the Long and Short Line areas no later than two (2) years from the Effective Date of this Consent Order.

22. Defendants are hereby permanently enjoined and ordered to clean out and lawfully dispose of all waste present in underground piping which leads to the settling pit/wastewater treatment unit (WWTU) no later than two (2) years from the Effective Date of this Consent Order.

23. Defendants are hereby permanently enjoined and ordered to remove and lawfully dispose of F019 hazardous waste from the settling pit/WWTU within two (2) years of the Effective Date of this Consent Order. The settling pit/WWTU is located at the southwest corner of the Facility

24. Defendants are hereby permanently enjoined and ordered to remove and lawfully dispose all waste present in containers at the Facility within two (2) years of the Effective Date of this Consent Order.

Evaluation and Management of Wastes

25. Defendants are hereby permanently enjoined and ordered to evaluate wastes associated with the performance of the injunctive relief in Paragraphs 10 through 24 in accordance with Ohio Adm. Code 3745-52-11.

26. Defendants are hereby permanently enjoined and ordered to manage hazardous waste associated with the performance of the injunctive relief in Paragraphs 10 through 24 in

compliance with all applicable provisions of the Ohio hazardous waste laws and rules as set forth in R.C. Chapter 3734, Ohio Adm. Code Chapters 3745-50 through 3745-69, and Ohio Adm. Code Chapters 3745-270 through 3745-279.

VI. SUBMITTAL OF DOCUMENTS

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

Ohio Environmental Protection Agency
Division of Hazardous Waste Management
50 West Town Street, Suite 700
Columbus, OH 43215
Attn: Harry Sarvis, Manager

Ohio Environmental Protection Agency
Northeast District Office
2110 East Aurora Road
Twinsburg, OH 44087
Attn: DHWM Manager

VII. CIVIL PENALTY

28. Defendants are ordered and enjoined to pay to the State of Ohio a civil penalty in the amount of Ten Thousand Dollars (\$10,000) according the following payment schedule:

- First payment of Two Thousand, Five Hundred Dollars (\$2,500.00) by February 1, 2012.
- Three additional payments of Two Thousand, Five Hundred Dollars (\$2,500.00) no later than the following dates: June 1, 2012; October 1, 2012; and December 30, 2012.

29. The civil penalty payments required to be paid under this Consent Order 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, a cashier's or certified check in the appropriate amount payable to the order of "Treasurer, State of Ohio" and shall include a reference to "AG EAGO No. 380791". This civil penalty shall be deposited into the Hazardous Waste Clean-up Fund created by R.C. 3734.28.

VIII. STIPULATED PENALTIES

30. In the event that Defendants fail to comply with any requirement or deadline contained in this Consent Order, or any requirement or deadline contained in any document approved in accordance with this Consent Order, the Defendants are liable for and shall pay stipulated penalties in accordance with the following schedule for each failure to comply:

- A. For each day of each failure to comply with a requirement or deadline of this Consent Order, up to and including thirty (30) days, one hundred dollars (\$100) per day for each requirement or deadline not met.
- B. For each failure to comply with a requirement or deadline of this Consent Order, from thirty-one (31) to sixty (60) days, two hundred and fifty hundred dollars (\$250) per day for each requirement or deadline not met.
- C. For each day of each failure to comply with a requirement or deadline of this Consent Order, over sixty (60) days, five hundred (\$500) per day for each requirement or deadline not met.

31. Any payment required to be made under the provisions of this Section of the Consent Order shall be made 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, a cashier's or certified check or checks made payable to the order of "Treasurer, State of Ohio," for the appropriate amount within thirty (30) days from the date of the failure to meet the requirement or deadline of this Consent Order. A letter briefly describing the type of violation, deadline or requirement not met and the date upon which the violation of this Consent Order occurred and a reference to "AG EAGO No. 380791" shall accompany the payment of the stipulated penalty.

32. The payment of stipulated penalties and the acceptance of such stipulated penalties by Plaintiff pursuant to this Article shall not be construed to limit Plaintiff's authority to seek additional relief pursuant to R.C. Chapter 3734, including civil penalties under R.C. 3734.13, or to otherwise seek judicial enforcement of this Consent Order, for the same violation for which a stipulated penalty was paid or for other violations.

33. The parties to this Consent Order agree that the stipulated penalties established in Section IX are coercive in nature, and are designed to ensure Defendants' compliance with the terms of this Consent Order. The parties further agree that the stipulated penalties in this Consent Order are not punishment for past acts or omissions by Defendants regarding the specific terms of this Consent Order.

X. POTENTIAL FORCE MAJEURE

34. If any event occurs which causes or may cause a delay in Defendants' compliance with any requirement of this Consent Order, Defendants shall notify the Ohio EPA in writing within ten (10) days from when Defendants knew, or by the exercise of due diligence should have known, of the event. The notification to Ohio EPA shall describe in detail the

anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Defendants to prevent or minimize the delay, and the timetable by which those measures will be implemented. Defendants shall adopt all reasonable measures to avoid or minimize any such delay.

35. In any action by the Plaintiff to enforce any of the provisions of this Consent Order, Defendants may raise a defense that its conduct or failure was caused by force majeure events that were beyond Defendants' control including but not limited to acts of God, strikes, acts of war or civil disturbances. While the Plaintiff does not agree that such a defense exists, it is, however, hereby agreed upon by Defendants and the Plaintiff 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, if ever, that a court proceeding to enforce this Consent Order is commenced by the Plaintiff. At that time, Defendants will bear the burden of proving that any delay was or will be caused by circumstances beyond the control of Defendants. Unanticipated or increased costs associated with the implementation of any action required by this Consent Order, or a change in Defendants' financial circumstances, shall not constitute circumstances entirely beyond the control of Defendants or serve as a basis for an extension of time under this Consent Order. Failure by Defendants to timely comply with the notice requirements of this Section shall render this Section void and of no force and effect as to the particular incident involved and shall constitute a waiver of Defendants' right to request an extension of its obligations under this Consent Order based on such incident. An extension of one date based on a particular incident does not mean that Defendants qualify for an extension of a subsequent date or dates. Defendants must make an individual showing of proof regarding each incremental step or other requirement for which an extension is sought. Acceptance of this

Consent Order without a Force Majeure Clause does not constitute a waiver by Defendants of any rights or defenses it may have under applicable law.

XI. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND APPROVALS

36. 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 and permits or other. Defendants shall submit timely applications and requests for any such permits and approvals. Where such laws appear to conflict with the other requirements of this Consent Order, Defendants are ordered and enjoined to immediately notify Ohio EPA of the potential conflict. 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.

XII. RETENTION OF JURISDICTION

37. *This Court shall retain jurisdiction of this action for the purpose of enforcing this Consent Order or in resolving any conflicts concerning the interpretation of this Consent Order.*

XIII. COSTS

38. Defendants shall pay the court costs of all matters pertaining to this action.

XIV. ENTRY OF CONSENT ORDER AND JUDGMENT BY CLERK

39. Upon the 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.

XV. TERMINATION

40. No earlier than three (3) years from the date of the Court's entry of this Consent Order, Defendants may move the Court, pursuant to Rule 60(B) of the Ohio Rules of Civil Procedure, to terminate the injunctive relief and stipulated provisions contained in Sections V and VIII respectively, of this Consent Order. Termination of the provisions in Section V and VIII of this Consent Order shall only be effected by order of the Court upon a showing by Defendants that they have fully implemented Closure and removed wastes as required by Paragraphs 8 through 26, paid the full civil penalty as required by Paragraph 28, paid all stipulated penalties required by Paragraph 30, if any, and been in compliance with the obligations of the Consent Order for the previous three (3) year period. Plaintiff takes no position with regard to the motion at this time, and reserves any rights it may have to oppose the motion. Such an order may also be granted by upon joint motion of all of the parties or joint motion of an individual Defendant and Plaintiff.

XVI. AUTHORITY TO ENTER INTO THE CONSENT ORDER

41. Each signatory for a corporation represents and warrants that he or she has been duly authorized to sign this document and so bind the corporation to all terms and conditions thereof.

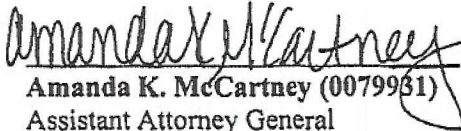
IT IS SO ORDERED:

9/26/11
DATE

Shirley S. Saffold
JUDGE SHIRLEY S. SAFFOLD
CUYAHOGA COUNTY COURT OF COMMON PLEAS

APPROVED:

MICHAEL DEWINE
ATTORNEY GENERAL



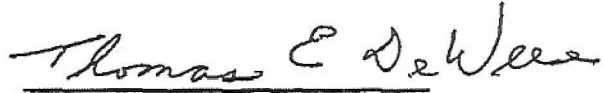
Amanda K. McCartney (0079931)
Assistant Attorney General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3400
Telephone: (614) 466-2766
Facsimile: (614) 644-1926

*Counsel for Plaintiff
State of Ohio*

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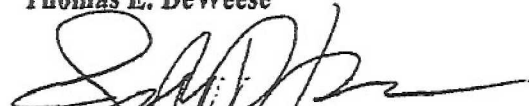
GERALD E. FUERST, CLERK
By  Deputy



Thomas E. DeWeese
On behalf of Bedford Anodizing Co., Inc.



Thomas E. DeWeese



Joseph P. Konecnik (0061692)
Frantz Ward LLP
127 Public Square, Suite 2500
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*Counsel for Defendants Bedford
Anodizing Company, Inc. and
Thomas DeWeese*



Ellen V. Poole, Trustee
On behalf of the Ronald G. Poole Trust



Terrence S. Finn (0039391)
Roetzel & Andress
22 S. Main St., Suite 400
Akron, OH 44308
Telephone: 330-376-2700
Facsimile: 330-376-4577

*Counsel for Defendant
Ronald G. Poole Trust*

ATTACHMENT A

Agreed Contents of Closure Plan for Bedford Anodizing

1. Prepare the Closure Plan, developed in accordance with Ohio Adm. Code rules 3745-55-10 through 3745-55-20, and the Consent Order that will include the performance standards as set forth in this document, including the following:
 - a. The limits of the hazardous waste units requiring closure will be the areas described in the map shown in Attachment B to the Consent Order and which are identified as the Short Line and Long Line areas below as Sections A-F, which are located in the long and short line areas inside the Facility building.
 - b. There will be no additional sampling required to further define the limits of waste beyond the Short Line and Long Line areas.
 - c. For purpose of this Closure Plan, site specific remediation standards will be satisfied through the completion of the performance standards set forth in Sections 2 and 3, as well as the filing of an environmental covenant identified in Section 4. In addition, other wastes and activities will be completed pursuant to "Other Injunctive Relief," paragraphs 21 through 24 of the Consent Order.
 - d. There will be no requirement for confirmatory sampling after the removal or excavation of wastes, concrete and soil as described in Sections 1, 2 and 3 conducted as required by the Closure Plan.
 - e. As to groundwater, there will be no requirement for sampling, remediation or on-going monitoring under the scope of the Closure Plan.
 - f. After removal of waste in Sections A-F in accordance with the performance standards set forth in 2 and 3 below, there will be no requirement for confirmatory sampling to demonstrate sufficient waste has been removed.
 - g. As part of the Closure Plan, the owner will agree to the placement of an environmental covenant, prepared in accordance with R.C. 5301.80 to 5301.92, which limits future use of the Bedford Anodizing facility to industrial use.

2. Long Line Area: (defined by N/S x E/W direction)

*Section A = 10.5' x 30' = 315 sq. ft.

*Section B = 14.5' x 13' = 188.5 sq. ft. (subject to reduction after tank is removed).

*Section C = 3' x 5' = 15 sq. ft.

Performance standard tasks to include removal of all surface wastes in Long Line area; cut/remove concrete in Sections A-B-C; remove 6" of subsoil from beneath concrete in Sections A-B-C; backfill and replace concrete in Sections A-B-C; seal and repair any area of deteriorated concrete in addition to those areas not specifically addressed under the Closure Plan; triple power wash/rinse Long Line area; disposal of wash water to NEORSRD under permit (subject to NEORSRD approval).

3. Short Line Area:

Performance standard tasks to include removal of all surface wastes in Short Line area; cut/remove concrete in Sections D-E-F; remove 6" of subsoil from beneath concrete in Sections D-E-F; after removal of 6" of subsoil if waste can be visibly seen remaining in Section D-E-F, then remove an additional 6" of subsoil in areas where waste is visibly seen; backfill and replace concrete in Sections D-E-F; seal and repair any area of deteriorated concrete in addition to those areas not specifically addressed under the Closure Plan; triple power wash/rinse Short Line area; disposal of wash water to NEORSRD under permit (subject to NEORSRD approval).

Preliminary measurements of D-E-F have been made based upon a determination of where the concrete had deteriorated allowing waste to infiltrate the concrete floor. After removal of waste has been completed allowing the actual surface areas to be visible, the preliminary measurements will be verified; directional layout as above:

- *Section D = 4' x 15.5' = 62 sq. ft.
- *Section E = 14' x 9.5' = 133 sq. ft.
- *Section F = 3' x 3' = 9 sq. ft.

4. Environmental Covenant

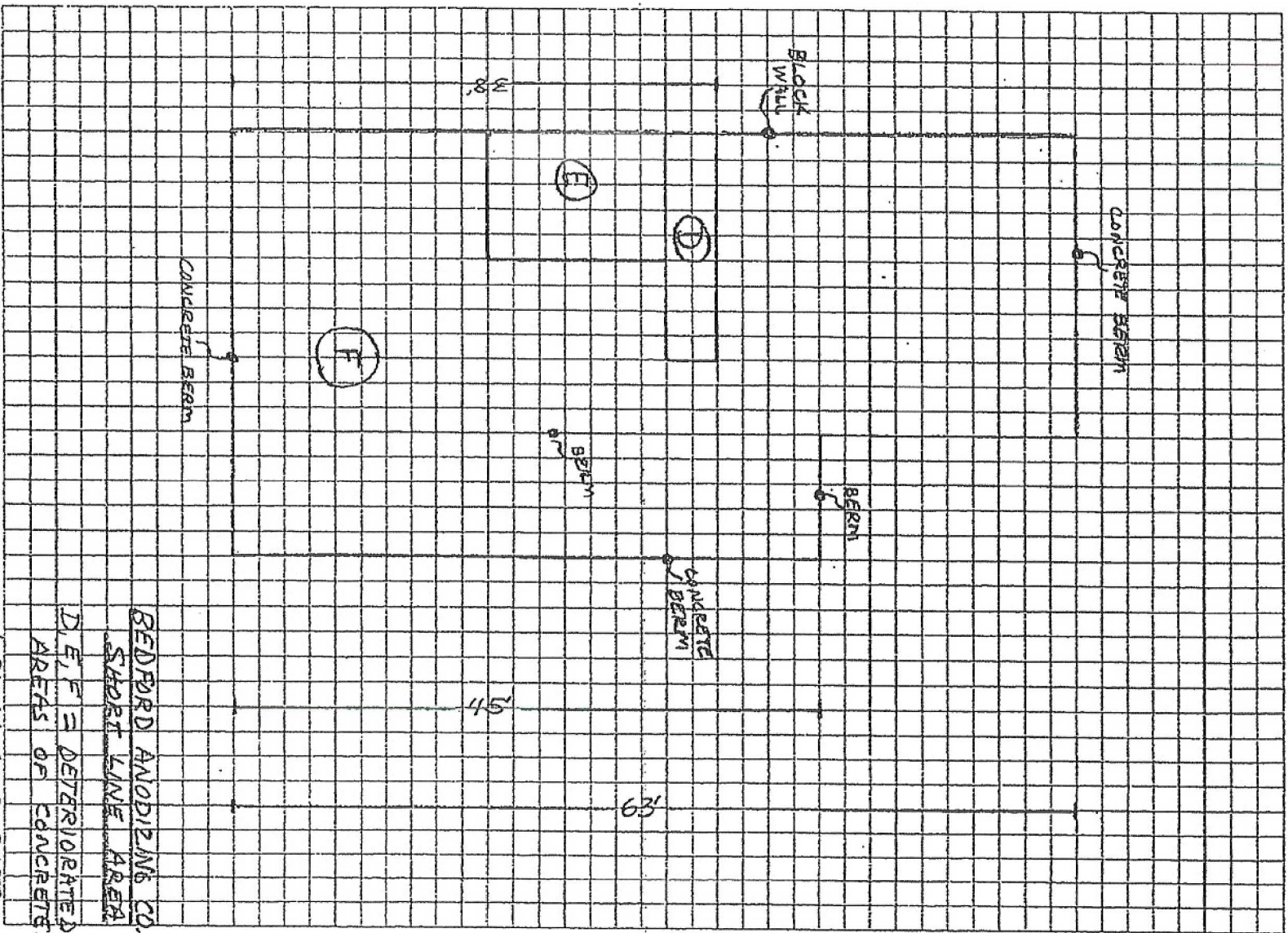
The property owner will place an environmental covenant on the Facility which restricts hazardous waste management units identified in the approved Closure Plan to industrial use. This environmental covenant must be prepared in accordance with R.C. 5301.80 to 5301.92

5. Components of Closure Plan must also include:

- Description of the Facility;
- Maps of the Facility;
- Description of the Hazardous Waste Management Units (HWMUs) to be closed;
- Detailed drawing of the HWMUs to be closed;
- List of hazardous waste;
- Management of waste;
- Schedule for Closure;
- Air emissions and wastewater;

-
- Personnel health and safety;
 - Decontamination efforts;
 - Description of removal efforts;
 - Intended use of Facility after Closure; and
 - Historical data discussion.

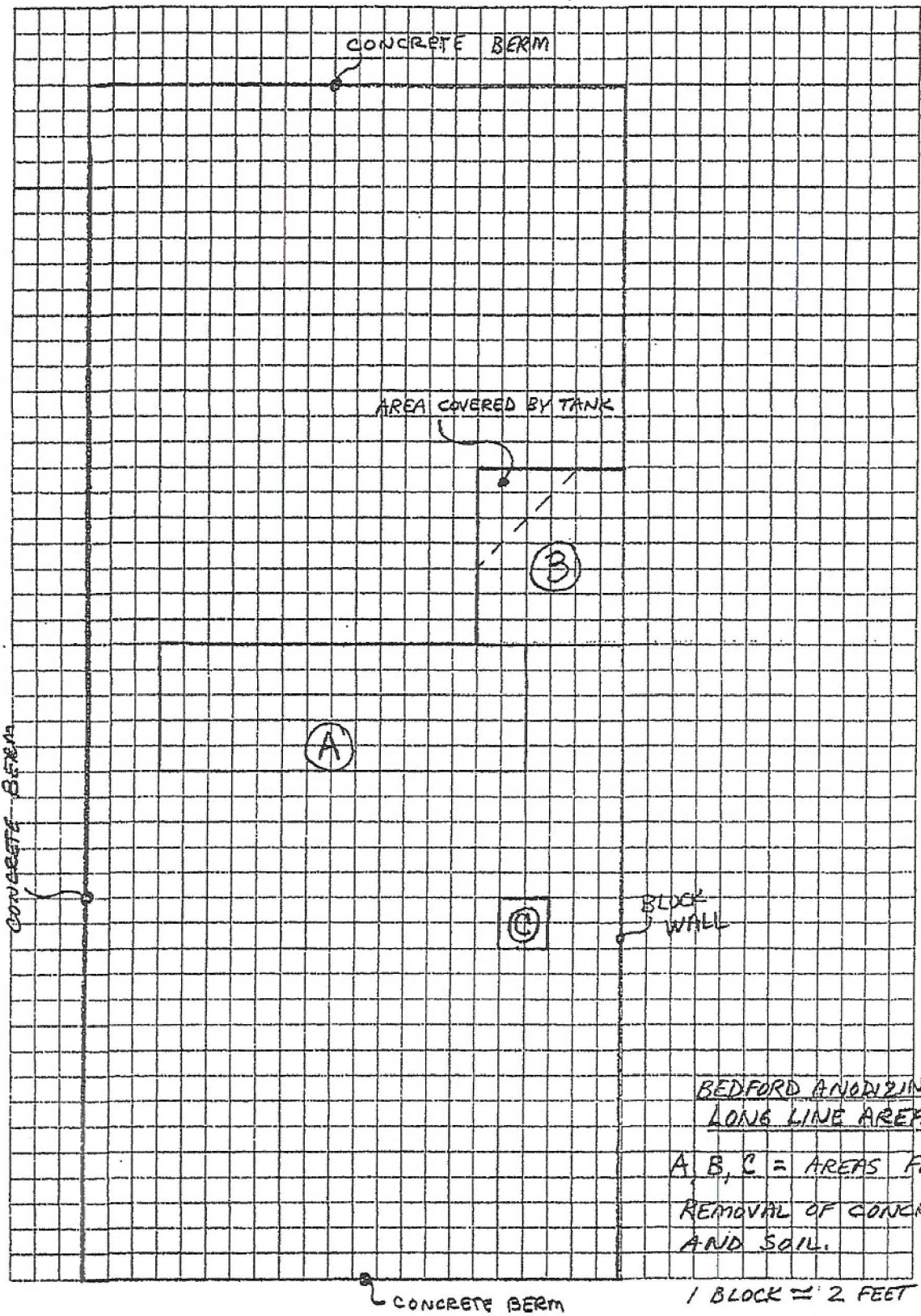
ATTACHMENT B



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BEDFORD ANODIZING CO.
SHORT LINE AREA
D, E, F = DETERIORATED
AREAS OF CONCRETE.

1 BLOCK ≈ 2 FEET
CTE 3/22/11



BEDFORD ANODIZING CO.
 LONG LINE AREA
 A, B, C = AREAS FOR
 REMOVAL OF CONCRETE
 AND SOIL.

1 BLOCK = 2 FEET

CTI 3/22/11