



pursuant to these Orders. 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. "Contaminants of Concern" ("COCs") means the contaminants listed in the soil, soil gas, and ground water remediation goals in Paragraph 13 of these Orders as well as any additional contaminants determined by Ohio EPA or the Respondent to be Contaminants of Concern at the Site through implementation of the Work required by these Orders.
- c. "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. 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.
- d. "Director's Final Findings and Orders" ("Orders") means an administrative settlement between the Respondent and the State of Ohio, pursuant to CERCLA § 113(f)(3)(B), to resolve Respondent's liability for an Interim Action at the Site.
- e. "Interim Action" ("IA") means those actions taken at the Site, in accordance with Section VI., Performance of the Work by Respondent, to eliminate or otherwise control Source Areas of ground-water contamination and potential pathways of contaminant migration, including the vapor intrusion pathway.
- 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 Respondent and the Ohio EPA.
- j. "Respondent" means Rütgers Organics Corporation.
- k. "Response Costs" means all costs not inconsistent with the NCP 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.
- l. "Section" means a portion of these Orders identified by a roman numeral.
- m. "Site" means the 4.3 acre parcel on which the Rütgers Organics plant is located at 10740 Paddys Run Road, near the town of Fernald, Hamilton County, Ohio, 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.
- n. "Source Area" means (1) soil that exceeds the remediation goals for soil listed in section 13 of these Orders and includes, but is not limited, to soil in the area designated as the "free product plume" in Attachment I and (2) ground water in the area designated as the "free product plume" in Attachment I that exceeds the remediation goals for ground water listed in section 13 of these Orders.
- o. "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 or lessees.
- p. "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).
- q. "Work" means all activities Respondent is required to perform under the Performance of Work and Additional Work Sections of these Orders.

#### **IV. FINDINGS**

- 6. The Director of Ohio EPA has determined the following findings. Nothing in the

findings shall be considered to be an admission by Respondent of any matter of law or fact.

- a. The Paddys Run Road Site is located on and around the east side of Paddys Run Road, near the town of Fernald, in Hamilton County, Ohio
- b. The Site is owned and operated by the Nease Corporation facility (formerly known as the Rutgers Organics facility). Nease Corporation manufactures aromatic sulfonated compounds or the soap industry.
- c. Sampling of ground water underlying and in the immediate vicinity of the Site by Ohio EPA demonstrated the presence of xylene, benzene, arsenic, phosphates, sulfates, ammonia, potassium, sodium, chlorides, uranium and other contaminants. As a result of these findings, Ohio EPA and the Respondent negotiated and entered into Director's Final Findings and Orders (DFFOs) for a Remedial Investigation and Feasibility Study on May 18, 1989. The purpose of the DFFOs is to conduct a Remedial Investigation (RI) to determine the nature and extent of contamination and to develop a Feasibility Study (FS) of appropriate response measures.
- d. The RI was completed in 1995. It found that ground water and subsurface soil were contaminated with arsenic, aromatic hydrocarbons, and other chemicals. A layer of free-phase aromatic hydrocarbons extending over approximately twelve (12) acres, including an area off of the Rutgers Organics property was found in the ground water at the Site. It is the Respondent's position that subsequent sampling has demonstrated reductions in concentrations of chemicals at the Site in the ground water and a reduction in the layer of free-phase hydrocarbons at the Site. The FS has been a matter of dispute between the Parties since its submittal in 2000.
- e. In January 2005, Ohio EPA used a mathematical model to evaluate the potential for vapors from volatile organic compounds in the ground water to infiltrate into homes along New Haven Road. The model showed the potential existed for the residents of the homes to be exposed to vapors. Soil gas and indoor air samples were collected by Ohio EPA in February 2005. The results from the sampling showed a potential for migration of volatile organic compounds into homes.
- f. The Site is a hazardous waste facility, solid waste facility or other location where hazardous waste was treated, stored or disposed.
- g. Because of their quantity, concentration, physical or chemical characteristics, the aromatic hydrocarbons found at the Site are "hazardous waste" as defined

- under ORC § 3734.01(J) and/or "industrial waste" or "other wastes" as defined under ORC §§ 6111.01(C) and (D).
- h. The ground and surface waters at the Site are "waters of the state" as defined in ORC § 6111.01(H).
  - i. "Respondent" is a "person" as defined under ORC §§ 3734.01(G) and 6111.01(I).
  - j. Conditions at the Site may 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).
  - k. 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).
  - l. 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.
  - m. 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.
  - n. 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.
  - o. Ohio EPA has incurred Response Costs and continues to incur Response Costs associated with this Site.

## **V. GENERAL PROVISIONS**

### **7. Objective 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 design and implementation of Interim Action(s) to eliminate or otherwise control Source Areas and to mitigate potential unacceptable threats to human health posed by the vapor intrusion exposure pathway. The Interim Action(s) must at a

minimum protect human health and the environment with respect to identified Source Areas, vapor intrusion, and ground-water contamination, minimize cross-media transfer of contaminants, and utilize permanent solutions to the maximum extent practicable. To achieve the objective the Interim Action(s) must include ongoing monitoring of indoor air to ensure that the vapor intrusion pathway does not present an unacceptable risk to receptors.

#### 8. Commitment of Respondent

Respondent shall perform the Work in accordance with these Orders, all relevant guidance documents, and all standards, specifications, and schedules set forth in or developed pursuant to these Orders. Respondent shall also reimburse Ohio EPA for all Response Costs associated with these Orders and perform all other obligations of these Orders.

#### 9. Compliance With Law

- a. All activities undertaken by Respondent 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, 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.

### **VI. PERFORMANCE OF THE WORK BY 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, 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. Conceptual Design Report

- a. Within ninety (90) days of the issuance of these Orders, the Respondent shall submit a Conceptual Design Report for Interim Action(s) in the Source Area of the Site. The Conceptual Design Report shall provide for the design and implementation of Interim Action(s) that will eliminate or otherwise control the Source Area of ground-water contamination and pathways of contaminant migration, including the potential vapor intrusion pathway, that have resulted from the disposal of waste material (contaminants) at the Site. Ohio EPA and the Respondent agree that subslab depressurization systems, soil vapor extraction and bio-sparging are acceptable technologies to address soil, soil gas and ground water contamination at the Nease Corporation property and to prevent soil gas from entering the eight (8) structures located at 7516, 7520, 7521, 7526 and 7535 New Haven Road and any other residential structures (current or future) that may become occupied within the Source Area. The Respondent shall remediate within the Source Areas any soil and ground-water contamination in excess of soil and ground-water remediation goals resulting from activities at the Respondent's facility or that originated from the Respondent's facility or that has originated at and has emanated from the Respondent's facility. The Conceptual Design Report shall include but not be limited to the following:
  1. A narrative description of the proposed Interim Action(s);
  2. Schematic drawings of treatment processes;
  3. A description of how treatment, storage, and disposal of contaminated media will comply with sound engineering practices and all applicable regulatory requirements;
  4. Supporting data and documentation defining the functional aspects of the Interim Action(s);
  5. Design calculations including removal and destruction efficiencies for all interim action components (treatment works, extraction wells, vadose gas extraction networks, etc.);
  6. Figures and cross sections showing the location of all interim action components and significant site features;
  7. A schedule for the submittal of detailed plans and specifications for the Interim Action(s), including any required permit applications, initiation and completion of construction, attainment of operational level; and initiation of operation, maintenance, and monitoring;
  8. Identification and assessment of all applicable regulatory requirements pertaining to the proposed Interim Action(s) including the identification of permitting authorities, required construction/operation permits, time required by permitting authorities to process applications, monitoring and/or compliance testing requirements, and reporting requirements; and
  9. Monitoring requirements to verify system effectiveness.

- b. The Conceptual Design Report shall be developed in conformance with the guidance documents listed in Appendix A of these Orders. Respondent may rely upon existing data and/or information to the extent that Respondent can demonstrate that field or laboratory QA/QC procedures acceptable to Ohio EPA were followed in the generation of the data and/or information. Respondent shall include all supporting documentation in the Conceptual Design Report for existing data and/or information and clearly identify the intended use(s) and data quality objectives for such data and/or information. Ohio EPA will evaluate the adequacy of supporting QA/QC documentation and determine the acceptability of all existing data and/or information during review of the draft Conceptual Design Report.
- c. If Ohio EPA determines that any additional or revised guidance documents affect the Work to be performed under these Orders, Ohio EPA will notify Respondent prior to the performance of the Work, and the Conceptual Design Report and other affected documents shall be modified accordingly.
- d. Should Respondent identify any inconsistency between any of the laws and regulations and guidance documents which it is required to follow by these Orders, Respondent shall notify Ohio EPA in writing of each inconsistency and the effect of the inconsistencies upon the Work to be performed. Respondent shall also recommend, along with a supportable rationale justifying each recommendation, the requirement Respondent believes should be followed. Respondent shall implement the affected Work as directed in writing by Ohio EPA.
- e. Ohio EPA will review the Conceptual Design Report pursuant to the procedures set forth in the Review of Submittals Section of these Orders. Upon approval of the Conceptual Design Report by Ohio EPA, Respondent shall implement the Conceptual Design Report in accordance with the schedules contained therein. Respondent shall submit all plans, reports, or other deliverables required under the approved Conceptual Design Report, in accordance with the approved schedule, for review and approval pursuant to the Review of Submittals Section of these Orders.

12. Detailed Plans and Specifications

The detailed plans and specifications for the Interim Action(s) shall be submitted in accordance with the schedule contained in the Ohio EPA-approved Conceptual Design Report. The detailed plans and specifications shall include but not be limited to final construction drawings, specifications, plans, and design analyses with supporting

calculations. Applications for any required permits shall be submitted simultaneously with the detailed plans and specifications. Following Ohio EPA approval of the detailed plans and specifications and receipt of any necessary construction permits, the Respondent shall initiate construction of the Interim Action(s) in accordance with the schedules contained in the Conceptual Design Report.

13. Performance Standards

- a. The following remediation goals for soil, soil gas, and ground water shall be achieved in the Source Area within seven (7) years of the Interim Action(s) becoming operational and functional.

**Summary of Soil, Soil Gas, and Ground Water Remediation Goals**

<b>Chemical of Concern</b>	<b>Soil (mg/kg)</b>	<b>Soil Gas at 5 Feet Below Ground Surface (ug/m<sup>3</sup>)</b>	<b>Ground Water (ug/l)</b>
Benzene	0.2	31	5
Ethylbenzene	36.7	220	700
Cumene	409	4,000	853
Toluene	71.1	4,000	1,000
Total Xylenes	739	=	10,000
o-Xylene	-	70,000	-
p-Xylene	-	70,000	-
2-Methylphenol	7,862	-	1,800
4-Methylphenol	4.3	-	183
2,4-Dimethylphenol	21.1	-	730

- b. Within thirty (30) days of the Interim Action(s) becoming operational and functional, the Respondent shall demonstrate that the Interim Action(s) is/are blocking contaminants in soil gas from entering the structures located at 7516, 7520, 7521, 7526, and 7535—New Haven Road and any other residential structures (current or future) that may become occupied within the Source Area. Such a demonstration shall include field measurements of vacuum below the ground surface that show that an adequate vacuum gradient is being maintained away from the structures listed above and any other structures (current or future) that may become occupied within the Source Area. This requirement does not apply to the structures that are of the industrial operations at the Nease

Corporation property located at 1740 Paddys Run Road.

- c. In lieu of meeting the remediation goals presented in paragraph a above, the Respondent may propose site-specific cleanup levels for soil gas to Ohio EPA for approval. The Respondent shall include technical justification and documentation to support its proposal. In evaluating such a proposal, Ohio EPA will consider the characteristics of the Source Area, the proximity of current and future residents, and the potential risks to human health and the environment.
- d. The above remediation goals for soil gas, or the alternate site-specific cleanup levels for soil gas, shall apply to interim actions that may become necessary at non-residential occupied structures within the Source Area. However, if a facility uses a chemical of concern, the soil gas remediation goal(s) for that chemical or chemicals will not apply.
- e. The Interim Action(s) will be constructed in accordance with the detailed plans and specifications approved by Ohio EPA.

14. Performance Monitoring Plan

- a. The Respondent shall submit a Performance Monitoring Plan (PMP) in accordance with the schedule contained in the Conceptual Design Report. The PMP shall specify a program for monitoring ground water, soil, soil gas, ambient air, and indoor air to assess progress towards the achievement of the cleanup goals listed in section 13 of these Orders and to verify that vapors resulting from the disposal of waste material (contaminants) at the Site are not intruding at unacceptable levels into the structures located at 7516, 7520, 7521, 7526, and 7535 New Haven Road and any other structures (current or future) that may become occupied within the Source Area. The PMP shall be developed in accordance with this paragraph and paragraph 14(b) below. The existing Sampling and Analysis Plan and Quality Assurance Project Plan shall be updated and revised to reflect changes in sampling and analytical procedures and to specify and detail all activities necessary to obtain soil gas, ambient air, and indoor air data. At a minimum, the PMP shall specify quarterly sampling of indoor air for the structures noted above and any other structures (current or future) that may become occupied within the Source Area. After the first year of sampling, Ohio EPA will consider a less frequent sampling schedule. The PMP shall include a program to verify compliance after the Interim Action(s) have been shut down.
- b. The requirement for indoor air sampling does not apply to the Nease

Corporation property identified in Section 13(b) above. In addition, Ohio EPA will evaluate the need to monitor indoor air on commercial and/or industrial structures not on the Nease Corporation property based on the levels of COCs to be measured in soil gas. If concentrations of COCs measured in soil gas are indicative of a complete exposure pathway and are above levels that may represent an unacceptable risk to workers, then Ohio EPA will modify the PMP to require indoor air sampling for these structures.

15. Health and Safety Plan (HASP)

Respondent shall review the existing HASP to verify it complies with the requirements of applicable federal, state, and local laws. The HASP should be consistent with:

1. NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1985);
2. Section 111(c)(6) of CERCLA;
3. U.S. EPA Order 1440.3 -- Respiratory Protection;
4. U.S. EPA Occupational Health and Safety Manual;
5. U.S. EPA Interim Standard Operating Safety Procedures and other U.S. EPA guidance as developed;
6. OSHA regulations, particularly in 29 CFR 1910 and 1926;
7. State and local regulations; and
8. Site or facility conditions.

The HASP shall identify problems or hazards that may be encountered and their solution. Safety procedures to be followed to protect third parties, such as visitors or the surrounding community, including monitoring, shall also be provided. Any revisions to the HASP shall be submitted to Ohio EPA for review. While Ohio EPA may review and provide comment on the HASP, the document is not subject to formal agency approval.

16. Operation and Maintenance (O&M) Plan

An O&M plan shall be submitted to Ohio EPA prior to the completion of

construction of the Interim Action(s). A list of appropriate elements follows. The plan elements listed below are for illustrative purposes and should not limit the content of the O&M plan.

### **Basic Elements of an Operation and Maintenance (O&M) Plan**

A. Normal O&M

1. Description of tasks for operation
2. Description of tasks for maintenance
3. Description of prescribed treatment or operating conditions
4. Schedules showing the frequency of each O&M task

B. Potential Operating Problems

1. Description and analysis of potential operating problems
2. Sources of information regarding potential operating problems
3. Description of means of detecting problems in the operating systems
4. Common remedies for operating problems

C. Routine Monitoring and Laboratory Testing

1. Description of monitoring tasks
2. Description of required laboratory tests and interpretation of test results
3. Required QA/QC procedures
4. Monitoring schedule

D. Alternative O&M

1. Description of alternate procedures to prevent undue hazard, should systems fail
2. Vulnerability analysis and additional resources requirements should a failure occur

E. Safety Plan

1. Description of safety procedures, necessary equipment, etc. for site personnel
2. Description of safety tasks required in the event of systems failure

F. Equipment

1. Description of equipment necessary to the O&M Plan
2. Description of installation of monitoring components
3. Description of maintenance of site equipment
4. Replacement schedule for equipment and installed components

G. Records and Reporting Mechanisms Required

1. Daily operating logs
2. Laboratory records
3. Mechanism for reporting emergencies
4. Personnel and maintenance records
5. Monthly reports to Ohio EPA

17. Design Changes During Construction

During construction, unforeseen Site conditions, changes in estimated quantities, and other unknowns associated with the project may require either major or minor changes to the approved designs. Design changes require prior approval of Ohio EPA and may require modification of permit(s) to install to ensure that the intent and scope of the approved Interim Action(s) is maintained. Design changes which require Ohio EPA approval prior to implementation include:

- A. Those which involve the deletion or addition of a major component of the approved Interim Action(s) (e.g., changing one treatment system for another, changing from in-situ to ex-situ remediation);
- B. Those which result in a less effective treatment for wastes associated with the Site;
- C. Any changes which may result in an increased exposure to Site contaminants and/or risk to human health or the environment;
- D. Any changes which result in a significant delay in the completion of the Interim Action(s); and
- E. Any other changes which alter the scope or objectives of the approved Interim Action(s).

18. Construction Completion

As construction of the Interim Action(s) nears completion, the following activities shall be completed by Respondent to ensure proper construction completion and transition to the O&M phases.

A. Interim Action(s) Construction Certification Reports

Construction Certification Reports (CCRs) shall be prepared and submitted by Respondent within 30 days of completion of construction and in accordance with the schedule contained in the Conceptual Design Report. The CCRs shall include the following:

1. A synopsis of the construction work defined in the detailed plans and specifications and certification that this work was performed;
2. An explanation of any modifications to the work defined in the detailed plans and specifications and why they were necessary for the project; and
3. Certification that the constructed Interim Action(s) are operational and functional and constructed according to the approved plans and specifications.

## **VII. LAND USE AND CONVEYANCE OF TITLE**

### **19. Deed Notice**

Within sixty (60) days of the effective date of these Orders, Respondent shall record with the Hamilton County Recorder's Office a deed notice for the property which is part of the Site owned by Nease Corporation. The deed notice shall be consistent with the template attached as Appendix B and approved by Ohio EPA. The deed notice shall reference the existence of these Orders and the need to contact the Respondent before any construction or excavation is undertaken at the property. A copy of the recorded deed notice shall be submitted to Ohio EPA within thirty (30) days of recording the notice. Thereafter, if Respondent conveys any interest in the Property included in the Site, each deed, title, or other instrument shall contain a notice stating that the Property is subject to these Orders and shall reference the potential for any monitoring, treatment, or containment systems present on the Property as a result of these Orders. The Respondent shall record a new deed notice for the property to reflect the subsequent construction of any monitoring, treatment or containment systems on the Property.

To the extent that the Site or any other property which is impacted by the contamination on the Site is owned or controlled by persons other than Respondent, Respondent shall use its best efforts to secure the filing of deed notices by said property owners for all the properties affected by the contamination on the Site. The deed notice

shall be consistent with the template attached as Appendix B and approved by the Ohio EPA. Copies of all deed notices filed for properties affected by the contamination on or emanating from the Site shall be obtained by Respondent and provided to Ohio EPA upon request.

#### 20. Land Use Self-Reporting Requirement

Respondent 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. Respondent shall submit on an annual basis, written documentation verifying that any containment, treatment, or monitoring systems are in place and operational.

#### 21. Notice of Transfer of Property

Prior to each conveyance of an interest in any portion of the Site, including but not limited to easements, deeds, leases and mortgages, Respondent shall use its best efforts to notify Transferee of the existence of the containment, treatment, or monitoring systems and shall provide a copy of these Orders to the Transferee. Respondent shall use its best efforts to notify Ohio EPA at least thirty (30) days in advance of each conveyance of an interest in any portion of the Site. 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.

#### 22. Confirmation of Conveyance

Within thirty (30) days after each conveyance of an interest in any portion of the Site that is owned by the Respondent, the Respondent 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**

23. Ohio EPA or Respondent may determine that in addition to the tasks defined in these Orders, additional Work may be necessary to accomplish the Objectives of the Parties as provided in the General Provisions Section of these Orders.

24. Within thirty (30) days of receipt of written notice from Ohio EPA that additional Work is necessary, unless otherwise specified in writing by Ohio EPA, Respondent shall submit a Work Plan and schedule for the performance of the additional Work ("Additional Work Work Plan"). In addition, Respondent shall submit revisions to any other schedules impacted by the additional Work. To the extent the Respondent disputes that additional Work is necessary, 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 document attached to these Orders as Appendix A. Upon approval of the Additional Work Work Plan and schedule by Ohio EPA pursuant to the Review of Submittals Section of these Orders, Respondent shall implement the approved Additional Work Work Plan in accordance with the revised schedules contained therein.

25. In the event that Respondent determines that additional Work is necessary, Respondent shall submit an initial letter to Ohio EPA to explain why the additional Work is necessary, what the additional Work is, and what impact, if any, the additional Work will have on the overall Work schedule. If Ohio EPA concurs with the request for additional 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 document attached to these Orders as Appendix A. Upon approval of the Additional Work Work Plan and schedule by Ohio EPA pursuant to the Review of Submittals Section of these Orders, Respondent shall implement the approved Additional Work Work Plan in accordance with the schedules contained therein.

26. Section XIV, Dispute Resolution, applies to any requests for Additional Work.

### **IX. SAMPLING AND DATA AVAILABILITY**

27. Unless otherwise agreed to by the Site Coordinators, Respondent shall notify Ohio EPA not less than fifteen (15) days in advance of all sample collection activity. Upon

request, Respondent shall allow split and/or duplicate samples to be taken by Ohio EPA. Ohio EPA shall also have the right to take any additional samples it deems necessary. Upon request, Ohio EPA shall allow Respondent to take split and/or duplicate samples of any samples Ohio EPA takes as part of its oversight of Respondent's implementation of the Work.

28. Within fourteen (14) days of Respondent's receipt of a request by Ohio EPA, Respondent shall submit to Ohio EPA copies 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 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. 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 Respondent subsequently discover an error in any report or raw data, Respondent shall promptly notify Ohio EPA of such discovery and provide the correct information.

#### **X. ACCESS**

29. Ohio EPA 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 Respondent. 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. Monitoring compliance with use restrictions;
- e. Conducting investigations and tests related to the implementation of these Orders; and
- f. Verifying any data and/or other information submitted to Ohio EPA.

30. 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

Respondent, Respondent shall use its best efforts to secure from such persons access for Respondent and Ohio EPA as necessary to effectuate these Orders. Best efforts shall include, but is not limited to, a demonstration by Respondent that good faith negotiations for access with property owners has occurred. Copies of all access agreements obtained by 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 Respondent in writing that additional access beyond that previously secured is necessary, Respondent shall promptly notify Ohio EPA in writing of the steps Respondent have taken to attempt to obtain access. Ohio EPA may, as it deems appropriate, assist Respondent in obtaining access. Such assistance shall not be unreasonably withheld.

31. 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**

32. Within seven (7) days of the effective date of these Orders, the 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.

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

34. 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 Respondent pursuant to an approved Work Plan, Conceptual Design Report,

- Detailed Plans and Specifications, Performance Monitoring Plan, and O&M 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 Respondent's compliance with these Orders.

## **XII. PROGRESS REPORTS AND NOTICE**

35. Unless otherwise directed by Ohio EPA, Respondent shall submit a written progress report to the Ohio EPA by the tenth (10<sup>th</sup>) business 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 Interim Action(s) 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 findings and sampling during the reporting period;
- e. Summaries of all changes made in the Interim Action(s) during the reporting period, indicating consultation with Ohio EPA and date of approval by Ohio EPA of those changes, when necessary;
- f. Summaries of all contacts with representatives of the local community, public

- interest groups or government agencies during the reporting period;
- g. Summaries of all problems or potential problems encountered during the reporting period, including those which delay or threaten to delay completion of project milestones with respect to the approved schedule.
- h. Summaries of actions taken or planned to rectify or prevent problems;
- i. Summaries of actions taken to achieve and maintain cleanup standards and performance standards;
- j. Changes in personnel during the reporting period;
- k. Projected work for the next reporting period;
- l. Copies of daily reports, inspection reports, sampling data, and laboratory/monitoring data, etc.;
- m. The quantity of media treated, removed, or contained;
- n. 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.

36. Progress reports (one copy only) shall be sent either by e-mail [steve.martin@epa.state.oh.us](mailto:steve.martin@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 shall be sent by U.S. Mail to the address below:

Steve Martin  
Ohio EPA  
Southwest District Office  
401 East 5<sup>th</sup> Street  
Dayton, Ohio 45402

All written correspondence to Respondent shall be directed to:

Dr. Rainer Domalski  
Rütgers Organics Corporation  
201 Struble Road  
State College, Pennsylvania 16801

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

### **XIII. REVIEW OF SUBMITTALS**

37. Ohio EPA shall review any work plan, report, plan, 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 Respondent. Approval or disapproval shall not be inconsistent with the NCP, and applicable federal and state statutes and regulations.

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

39. In the event that Ohio EPA initially disapproves a submission, in whole or in part, and notifies Respondent in writing of the deficiencies, Respondent shall within fourteen (14) 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 Respondent shall also be identified in the letter. To the extent that Respondent contests any changes, additions, and/or deletions specified by the Ohio EPA, 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 disapproval of a submission. Notwithstanding the disapproval, Respondent shall proceed to take any action required by a non-deficient portion of the submission.

40. In the event that Ohio EPA disapproves a revised submission, in whole or in part, and notifies Respondent in writing of the deficiencies, Respondent shall within fourteen (14) 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 Respondent fails to submit a revised submission incorporating all changes, additions, and/or deletions within fourteen (14) days, or such period of time as specified by Ohio EPA in writing, Respondent shall be considered in breach and/or violation of these Orders. If 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 Interim Action and/or enforce the terms of these Orders as provided in the Reservation of Rights Section of these Orders.

41. 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**

42. 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 or Review of Submittals Sections of these Orders, the Respondent shall have fourteen (14) days from the date the dispute arises to invoke the dispute resolution procedures of this Section by notifying Ohio EPA in writing of the dispute. The Parties 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 Respondent shall have fourteen (14) days to institute the formal dispute resolution procedures of this Section by notifying Ohio EPA's Site Coordinator in writing.

43. The Respondent's written notification instituting the formal dispute resolution procedure shall include the technical rationale supporting the Respondent's position. If Respondent's written notice and technical rationale in support of the position are not received within fourteen (14) 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 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 Respondent, then the work plan, report, or other items subject to dispute shall be modified accordingly.

44. If Ohio EPA does not concur with Respondent, Ohio EPA's Site Coordinator shall notify the Respondent in writing. Upon receipt of such written notice, the Respondent shall have fourteen (14) days to forward a written statement of the dispute to the Division of Emergency and Remedial Response ("DERR") Central Office Manager and

request a review of the decision regarding the dispute. If the 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 Respondent forwards such a statement and request within fourteen (14) days, a DERR Central Office Manager will resolve the dispute based upon and consistent with these Orders, and other appropriate federal and state laws and regulations.

45. 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 Parties, 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 Respondent unless otherwise expressly provided in these Orders.

#### **XV. UNAVOIDABLE DELAYS**

46. Respondent shall cause all Work to be performed in accordance with applicable schedules and time frames set forth in these Orders or any approved report or 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 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 Respondent. Increased cost of compliance shall not be considered an event beyond the control of Respondent.

47. Respondent shall notify Ohio EPA in writing within ten (10) days after the occurrence of an event that 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 Respondent to minimize the delay, and the timetable under which these measures will be implemented. Respondent shall have the burden of demonstrating that the event constitutes an unavoidable delay.

48. If Ohio EPA does not agree that the delay has been caused by an unavoidable delay, Ohio EPA will notify the Respondent in writing. Ohio EPA reserves the right to terminate these Orders, perform any additional investigation, conduct a partial or complete Interim Action, 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 Respondent in writing of the length of the extension for the performance of the obligations affected by the unavoidable delay. Ohio EPA's decision about whether or not a delay has occurred is subject to the Dispute Resolution Section of these Orders.

#### **XVI. REIMBURSEMENT OF COSTS**

49. Ohio EPA has incurred and continues to incur Response Costs in connection with the Site. Respondent shall reimburse Ohio EPA for all Response Costs incurred both prior to and after the effective date of these Orders that are associated with the investigation related to the purposes of these Orders and the development and implementation of the Interim Action and are not inconsistent with the NCP.

50. Within thirty (30) days of receipt of an itemized invoice for the Response Costs incurred through August 31, 2005, Respondent shall remit a check to the Ohio EPA in the amount of \$78,818.12.

51. For Response Costs incurred after August 31, 2005, Ohio EPA will submit to Respondent on an annual basis an itemized invoice of its Response Costs for the previous year. Within thirty (30) days of receipt of such itemized invoice, Respondent shall remit payment for all of Ohio EPA's Response Costs for the previous year. Respondent may dispute the accuracy of the Ohio EPA's request for reimbursement and the question of whether Response Costs were not inconsistent with the NCP by initiating the process outlined in the Dispute Resolution Section of these Orders within fourteen (14) days of receipt of Ohio EPA's request for reimbursement of costs. If Respondent disputes a portion of the Response Costs in the itemized statement, but not all of the costs, Respondent shall pay the uncontested portion pursuant to the provisions of this Section.

52. Respondent shall remit payments to Ohio EPA pursuant to this Section as follows:

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

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

#### **XVII. ACCESS TO INFORMATION**

53. Upon request, Respondent shall provide to Ohio EPA within fourteen (14) 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 Respondent by Ohio EPA made under state or federal law for information relating to events or conditions at the Site.

54. Respondent 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 Respondent.

55. Respondent may assert that certain documents or other information are privileged under the attorney-client privilege or any other privilege recognized by state law. If Respondent 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 Respondent.

56. 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.

57. Respondent shall preserve for the duration of these Orders and for a minimum of ten (10) 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. Respondent may preserve such documents by microfiche, or other electronic or photographic device. At the conclusion of this document retention period, Respondent 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**

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

### **XIX. INDEMNITY**

59. Respondent 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 these Orders or to events or conditions at the Site, including any acts or omissions of 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 Respondent in carrying out the activities pursuant to these Orders. Ohio EPA agrees to provide notice to Respondent 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 Respondent in the defense of any such claim or action against Ohio EPA.

### **XX. OTHER CLAIMS**

60. 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.

61. Ohio EPA and Respondent agree that these Orders constitute an administrative settlement for purposes of § 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613, pursuant to which Respondent has resolved its liability to the State for the Work contained in these Orders and payment of Response Costs pursuant to these Orders. Nothing in these Orders precludes Ohio EPA or Respondent from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to these Orders.

### **XXI. RESERVATION OF RIGHTS**

62. 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 for noncompliance with these Orders. Except as provided herein, Respondent reserves any rights it may have to raise all legal or equitable defenses in any action brought by Ohio EPA to enforce the terms and conditions of these Orders.

63. 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.

64. 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. Respondent reserves its rights to raise all legal and equitable defenses to such actions. Upon termination pursuant to the Termination Section of these Orders, Respondent shall have resolved its liability to Ohio EPA only for the Work performed pursuant to these Orders.

65. Except as provided in these Orders, Respondent does not waive its rights to seek to enforce any remedies or assert any defense against Ohio EPA or any other party in connection with the Site or these Orders. Ohio EPA recognizes that Respondent may have rights against other persons or entities who may have caused contamination on, at or in the vicinity of the Site and that, therefore, Respondent may have the right, and Respondent expressly reserves such right, to seek contribution, indemnity and/or other available remedy against any person or entity responsible or liable for contribution, indemnity, or otherwise, for any amounts which have been or will be expended by Respondent in connection with the Site or with the performance of these Orders.

## **XXII. AGREEMENT NOT TO REFER**

66. During the implementation of these Orders, and provided Respondent is considered by Ohio EPA to be in compliance with these Orders, Ohio EPA agrees not to refer Respondent to the Attorney General's Office, or take administrative enforcement action against Respondent, for Work required by these Orders. Upon termination of these Orders, and during the term of these Orders, so long as Respondent has performed the Work pursuant to these Orders, Ohio EPA agrees not to refer Respondent to the Attorney General's Office, or take administrative enforcement action against Respondent for Work required under these Orders.

## **XXIII. TERMINATION**

67. Respondent's obligations under these Orders shall terminate upon approval in writing of Respondent's written certification to Ohio EPA that all Work required to be performed under these Orders, including the payment of Response Costs, has been

completed. The 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 Respondent to Ohio EPA for approval and shall be signed by a responsible official of each Respondent. Ohio EPA shall not unreasonably withhold such approval. The termination of Respondent's obligations under these Orders shall not terminate the Respondent's obligations under the Reservation of Rights, Access to Information, Indemnity, Other Claims, and Land Use and Conveyance of Title Sections of these Orders.

#### **XXIV. WAIVER AND AGREEMENT**

68. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondent consents to the issuance of these Orders, and agree to comply with these Orders.

69. Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders and Respondent hereby waives any and all rights that it may have to seek administrative or judicial review of these Orders either in law or equity.

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

#### **XXIV. EFFECTIVE DATE**

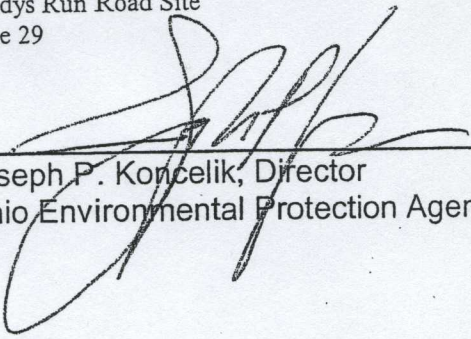
71. The effective date of these Orders shall be the date these Orders are entered in the Journal of the Director of Ohio EPA.

#### **XXV. SIGNATORY AUTHORITY**

72. 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. Koncelik, Director  
Ohio Environmental Protection Agency

10/16/05  
\_\_\_\_\_  
Date

**IT IS SO AGREED:**

Name of the Respondent, (Rutgers Organics Corporation)

BY: Ram Domalski 10-18-05  
\_\_\_\_\_  
Name Date

Manager Remediation Project  
\_\_\_\_\_  
Title