

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

In the matter of:

Ashland Inc.
5200 Blazer Parkway
Dublin, Ohio 43017

Union Oil Company of California
6001 Bollinger Canyon Road
San Ramon, California 94583

and

Capstone Holding Company
70245 Bannock-Uniontown Road
Bannock, Ohio 43972

Work Respondents

and

Muxie Management Company, LLC
5120 Guernsey Street
Bellaire, OH 43906

Landowner Respondent

For the Site Known As:

4900 North Guernsey Street Site

Director's Final
Findings and Orders
For Remedial Action and
Operation & Maintenance

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

By: Tracy Lassiter Date: 2-24-09

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Attachment A - Decision Document

Attachment B - RA/O&M SOW

Attachment C - List of Relevant Guidance Documents

PREAMBLE

It is agreed to by the Parties hereto as follows:

I. JURISDICTION

1. These agreed Director's Final Findings and Orders ("Orders") are issued to Ashland Inc., Union Oil Company of California, Capstone Holding Company (collectively "Work Respondents"), and Muxie Management Company, LLC ("Landowner Respondent") pursuant to the authority vested in the Director of Ohio EPA under Ohio Revised Code ("ORC") §§ 3734.13, 3734.20, 6111.03, and 3745.01, and 42 U.S.C. § 9613(f).

II. PARTIES BOUND

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

3. No change in ownership or corporate status of the Respondents, including, but not limited to, any transfer of assets or real or personal property, shall in any way alter Respondents' obligations under these Orders.

4. Work Respondents shall provide a copy of these Orders to all contractors, subcontractors, and consultants retained to conduct any substantial portion of the Work performed pursuant to these Orders. Work Respondents shall ensure that all contractors, subcontractors, 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, Comprehensive Environmental Response, Compensation and Liability Act ("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. "Contaminant" or "contamination" means (1) any "hazardous waste" under ORC § 3734.01(J); (2) any "industrial waste" under ORC § 6111.01(C); and/or (3) any

"other wastes" under ORC § 6111.01(D), including any release of one or more of the same.

- 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. "Decision Document" means the document detailing the remedial action selected by Ohio EPA for the Site as set forth in the document attached to these Orders as Attachment A.
- e. "Environmental Covenant" means the instrument executed by the former owner of the Property on June 15, 2007, by a representative of Capstone Holding Company on June 15, 2007, by a representative of Ashland, Inc. on June 20, 2007, and by the Director of Ohio EPA on July 9, 2007, and recorded in the Belmont County Recorder's Office on July 13, 2007, at Volume 114 page 739.
- f. "Landowner Respondent" means Muxie Management Company, LLC.
- g. "Maximum Contaminant Level" or "MCL" means the maximum permissible level of a contaminant in water which is delivered to any user of a public water system. MCLs are set forth in Chapter 3745-81 of the Ohio Administrative Code ("OAC"); specifically, MCLs for volatile organic compounds are listed in OAC 3745-81-12.
- h. "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300 (1990), as amended.
- i. "Ohio EPA" means the Ohio Environmental Protection Agency and its designated representatives.
- j. "Orders" means these Director's Final Findings and Orders and all attachments hereto.
- k. "Paragraph" means a portion of these Orders identified by an arabic numeral or an uppercase or lowercase letter.
- l. "Parties" means Respondents and the Ohio EPA.
- m. "Property" means the property located at 4900 North Guernsey Street in the City of Bellaire, Belmont County, Ohio [parcel no. 29-03655 (0.708 acre) and a 6.04

acre portion of a 12 acre tract, parcel no. 29-03656], and more particularly described in Exhibit A of the Environmental Covenant.

- n. "Remedial Action" ("RA") means those activities to be undertaken by Work Respondents to implement the Decision Document and the final plans and specifications submitted by Work Respondents pursuant to the Operations and Maintenance ("O&M") Program work plan.
- o. "Respondents" means Ashland Inc., Union Oil Company of California, Capstone Holding Company, and Muxie Management Company, LLC.
- p. "Response Costs" means all costs incurred by Ohio EPA to implement these Orders that are consistent with Ohio law and not inconsistent with the NCP, including, but not limited to, payroll costs, contractor costs, travel costs, direct costs, indirect costs, oversight costs, laboratory costs, and the costs of reviewing plans, reports, and other items pursuant to these Orders.
- q. "Section" means a portion of these Orders identified by a roman numeral.
- r. "Site" means the property located at 4900 North Guernsey Street in the City of Bellaire, Belmont 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.
- s. "Statement of Work" ("SOW") means the "Model Statement of Work for Remedial Action and Operation and Maintenance at North Guernsey Street Site", as set forth in Attachment B of these Orders. The SOW is not specific to any Site.
- t. "Supporting Documents" means the field sampling plan ("FSP"), quality assurance project plan ("QAPP") and health and safety plan ("HASP") developed concurrently with the RA/O&M Work Plan pursuant to these Orders and Section 4 of the SOW.
- u. "Transferee" means any future owner of any interest in the Property, including but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and lessees.
- v. "Volatile Organic Compounds" ("VOCs") means those compounds listed in U.S. EPA's SW 846, Test Methods for Evaluating Solid Waste, Method 8260, Target Compound List.

- w. "Work" means all activities Work Respondents are required to perform under the Performance of Work and Additional Work Sections of these Orders.
- x. "Work Respondents" means Ashland Inc., Union Oil Company of California, and Capstone Holding Company.

IV. FINDINGS

6. All of the findings necessary for the issuance of these Orders pursuant to ORC §§ 3734.13, 3734.20, 6111.03 and 3745.01 have been made by the Director and are outlined below. Nothing in these Orders shall be considered to be an admission by Respondents of any matter of law or fact. Subject to the foregoing, the Director of Ohio EPA has determined the following:

- a. The Property is located at 4900 North Guernsey Street in Bellaire, Belmont County, Ohio.
- b. The Property is owned by Muxie Management Company, LLP, an Ohio limited liability company.
- c. On November 26, 2003, the Director of Ohio EPA issued Director's Final Findings and Orders ("2003 DFF&Os") to Work Respondents to complete a Remedial Investigation and Feasibility Study ("RI/FS") at the Site. As part of the RI/FS, eight monitoring wells were installed on the Site and on adjacent property. These wells, in addition to ten monitoring wells that were in existence prior to the RI/FS, were sampled in March 2004. A second ground water sampling event in November 2004 consisted of re-sampling the three wells (MW-2, MW-7A and MW-11A) that contained detectable VOCs during the March 2004 sampling event. Additional ground water sampling of MW-7A, MW-8A and MW-2 was also conducted in June 2005 and September 2005. Results of the RI revealed the presence of VOCs in ground water. The MCL for cis-1,2-dichloroethene was exceeded in MW-7A in June 2005 and September 2005. Ohio EPA approved the RI Report on January 4, 2006 and approved the FS on August 25, 2006. The RI characterized the nature and extent of contaminants released at the Site and the potential risks to human health and safety and the environment. The RI revealed the principal contaminant of concern is cis-1,2-dichloroethene. The threat at the Site is potential ingestion of contaminated ground water, as detailed in the RI. Ground water is not used for potable purposes at the Property and such use is restricted in the future by the Environmental Covenant. The FS Report evaluated potential remedial alternatives to address VOC contamination in ground water.

- d. On October 23, 2006, Ohio EPA released to the public the Preferred Plan for remediation at the Site and solicited public comments. The Preferred Plan summarizes the information presented in the RI and FS prepared by the Work Respondents and identifies and explains Ohio EPA's preferred alternative for addressing contamination at the Site. The preferred alternative in the Preferred Plan is semi-annual monitoring of ground water until it has been demonstrated that the contaminants have not exceed the cleanup goals over a two-year period.
- e. On December 5, 2006, Ohio EPA held a public meeting and hearing on the Preferred Plan. The public comment period ended on December 12, 2006.
- f. On April 23, 2007, Ohio EPA issued a Decision Document, which selected the remedy for the Site. The Decision Document is attached hereto as Attachment A, and incorporated by reference herein.
- g. The Belmont County Sanitary Sewer District #3 ("BCSSD"), a public water supply, utilizes one radial collector well (hereafter "Ranney Well") which consists of a central caisson from which six screened laterals radiate laterally and horizontally in different directions.
- h. The Site is 1,200 feet southwest of the BCSSD Ranney Well and is within the Ranney Well's zone of influence. The BCSSD Ranney Well is the sole water supply well for the BCSSD and supplies potable water to approximately 25,000 customers.
- i. The Director determined that a contaminant plume emanating from the Site adversely impacted the BCSSD Ranney Well water supply, but Ohio EPA has not detected contaminants exceeding MCLs at the Ranney Well as of April 2006.
- j. On September 28, 2006 and March 28, 2007, Respondent Ashland collected ground water samples from monitoring wells MW-2, MW-7A and MW-8A and analyzed for benzene, 1,4-Dichlorobenzene, 1,1-Dichloroethane, cis-1,2-Dichloroethene, trichloroethene and tetrachloroethene. Concentrations were below the clean up goals. On September 27, 2007, Respondent Ashland collected groundwater samples from the same monitoring wells and analyzed for the same constituents. With the exception of cis-1,2 DCE in MW-8A at 78 ug/L, concentrations were below the clean up goals.
- k. The Site is a hazardous waste facility, solid waste facility, or other location where hazardous waste was treated, stored or disposed.

- l. Because of their quantity, concentration, or physical or chemical characteristics, vinyl chloride, tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene, methyl ethyl ketone, benzene, toluene, ethylbenzene and xylene found at the Site are contaminants.
- m. Vinyl chloride, tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene, methyl ethyl ketone, benzene, toluene, ethylbenzene and xylene and other contaminants found at the Site are or may be "industrial wastes" or "other wastes" as defined under ORC §§ 6111.01(C) and (D).
- n. The ground and surface waters at the Site are "waters of the state" as defined in ORC § 6111.01(H).
- o. Ohio EPA has incurred Response Costs and continues to incur Response Costs associated with this Site.
- p. Respondents are "persons" as defined under ORC §§ 3734.01(G) and 6111.01(I).
- q. 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).
- r. The migration and threatened migration of contaminants 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).
- s. The Work required pursuant to these Orders will contribute to the prohibition or abatement of the discharge of contaminants to waters of the state.
- t. In issuing these Orders, the Director has given consideration to, and based his determination on, evidence relating to the 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.
- u. 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.

V. GENERAL PROVISIONS

7. Objectives of the Parties

The objectives of the Parties in entering into these Orders are to protect public health and safety and the environment from the disposal, discharge, or release of contaminants at the Site through design, construction, operation, and maintenance of the remedy by Work Respondents as set forth in the Decision Document and in accordance with these Orders, and to reimburse Ohio EPA for Response Costs incurred in connection with these Orders.

8. Commitment of Work Respondents

Work Respondents agree to perform the Work in accordance with these Orders including but not limited to the SOW, all relevant guidance documents, the approved RA/O&M Work Plan, and all standards, specifications, and schedules set forth in or developed pursuant to these Orders. Work Respondents also agree to reimburse Ohio EPA for all Response Costs as provided in the Reimbursement of Costs Section of these Orders.

9. Compliance With Law

- a. All activities undertaken by Work Respondents pursuant to these Orders shall be performed in accordance with the requirements of all applicable federal, state and local laws and regulations.
- b. Work Respondents shall perform the activities required pursuant to these Orders in a manner that is not inconsistent with the NCP. Ohio EPA has determined that activities conducted pursuant to these Orders, as approved by Ohio EPA, are necessary and consistent with the NCP.
- c. Where any portion of the Work requires a permit or other authorization, Work Respondents shall submit applications in a timely manner and take all other actions reasonably necessary to obtain such permit other authorization. These Orders are not, and shall not be construed to be, a permit or other authorization issued pursuant to any statute or regulation.

VI. PERFORMANCE OF THE WORK BY WORK RESPONDENTS

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 remediation. Prior to the initiation of the Work, Work Respondents shall notify Ohio EPA in writing of the name of the supervising contractor and any subcontractor then expected to be used in performing the Work under these Orders.

11. Remedial Action and Operation & Maintenance

Within forty-five (45) days after the effective date of these Orders, unless otherwise specified in writing by Ohio EPA, Work Respondents shall submit to Ohio EPA a Remedial Action and Operation and Maintenance work plan (RA/O&M Work Plan") to implement the remedy set forth in the Decision Document through the maintenance of the ground water monitoring well network at the Site, performance of ground water monitoring and well abandonment activities. Ohio EPA will review the RA/O&M Work Plan pursuant to the procedures set forth in the Review of Submittals Section of these Orders. Upon approval of the RA/O&M Work Plan by Ohio EPA, subject to the provisions of the Dispute Resolution Section of these Orders, Work Respondents shall implement the RA/O&M Work Plan.

12. Health and Safety Plan

Work Respondents shall comply with the health and safety plan attached as Attachment A to the 2003 DFF&Os.

VII. ASSURANCE OF ABILITY TO COMPLETE WORK

13. Within thirty (30) days following the effective date of these Orders, unless a later date is otherwise specified in writing by Ohio EPA, Work Respondents shall collectively establish and maintain financial security in the amount of \$60,700 for the selected remedy identified in the Decision Document in order to ensure performance and completion of the Work under these Orders. The financial security shall be a financial assurance on of the mechanisms approved by Ohio EPA listed in Ohio Administrative Code 3745-55-43 (A) through (E).

14. Verification of the existence and adequacy of the approved financial assurance mechanism shall be submitted to the Ohio EPA annually by Work Respondents on or before the anniversary of the effective date of these Orders, or upon the reasonable request of Ohio EPA. In the event that Ohio EPA determines at any time that the financial assurance mechanism provided pursuant to this Section is inadequate to ensure performance and completion of the Work under these Orders, Work Respondents shall, within thirty (30) days following receipt of notice of Ohio EPA's

determination, either obtain and present to Ohio EPA alternate financial assurance consistent with the preceding paragraph of these Orders or initiate dispute resolution in accordance with the Dispute Resolution Section of these Orders. The Work Respondents may change the form of the financial assurance mechanism provided under this Section at any time, upon notice and approval by Ohio EPA (which approval shall not be unreasonably withheld). Work Respondents' inability to demonstrate financial ability to complete the Work shall not excuse performance of any activities required under these Orders.

15. If Work Respondents can show that the estimated cost to complete the remaining Work has diminished below the financial security amount set forth in this Section (or the amount subsequently established pursuant to this Paragraph), the Work Respondents may request that the amount of the financial security be reduced to the estimated cost of the remaining Work to be performed. This request for a reduction is available no more frequently than annually. Information relied upon in calculating the revised estimate of costs must be provided with the request for reduction. A reduction in the amount of the financial security can only be made with the approval of Ohio EPA (which approval shall not be unreasonably withheld).

VIII. ADDITIONAL WORK

16. Ohio EPA or Work Respondents may determine that in addition to the tasks defined in the approved RA/O&M Work Plan, additional Work may be necessary to implement the remedy set forth in the Decision Document.

17. Within sixty (60) days after receipt of written notice from Ohio EPA that additional Work is necessary, unless otherwise specified in writing by Ohio EPA, Work Respondents shall submit a proposed addendum to the RA/O&M Work Plan ("RA/O&M Work Plan Addendum"), which contains (a) a work plan for the implementation of the additional Work, (b) any revisions to the Supporting Documents and other O&M deliverables, as appropriate, (c) a schedule for the performance of the additional Work, and (d) revisions to other schedules impacted by the additional Work, if any. If Work Respondents dispute the necessity of additional Work, Work Respondents shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders within thirty (30) days after receipt of Ohio EPA's notification of the need for additional Work. The RA/O&M Work Plan Addendum shall conform to the applicable standards and requirements set forth in the documents attached to these Orders as Attachments B and C (RA/O&M SOW and list of relevant guidance documents). Upon approval by Ohio EPA of the RA/O&M Work Plan Addendum pursuant to the Review of Submissions Section of these Orders, Work Respondents shall implement the approved

RA/O&M Work Plan Addendum in accordance with the revised schedules contained therein.

18. If Work Respondents determine that additional Work is necessary, Work Respondents shall submit an initial letter to Ohio EPA to explain what the additional Work is, why the additional Work is necessary, and what impact, if any, the additional Work will have on the RA/O&M Work Plan and schedule. If Ohio EPA concurs with the request to perform additional Work, Work Respondents shall submit an RA/O&M Work Plan Addendum, as described above, for the performance of additional Work. The RA/O&M Work Plan Addendum shall conform to the applicable standards and requirements set forth in the documents attached to these Orders as Attachments B and C. Upon approval by Ohio EPA of the RA/O&M Work Plan Addendum pursuant to the Review of Submissions Section of these Orders, Work Respondents shall implement the approved RA/O&M Work Plan Addendum in accordance with the schedules contained therein. In the event that additional Work is necessary to accomplish any task described in a previously approved work plan, the deadline for completing such task shall be extended by mutual agreement between the Parties by the amount of time required to perform the additional Work, including the period of time required to plan and/or obtain approval from Ohio EPA for the performance of such Work.

IX. SAMPLING AND DATA AVAILABILITY

19. Unless otherwise agreed to by the Site Coordinators, each Party shall notify the other Parties not less than five (5) business days in advance of all sample collection activity related to the Work. Ohio EPA shall also have the right to take any additional samples it deems necessary. Upon request, the Parties shall allow split and/or duplicate samples to be taken by the other Parties.

20. Within ten (10) business days after Work Respondents' receipt of a request by Ohio EPA, Work Respondents shall submit to Ohio EPA copies of all QA/QC-validated results Work Respondents have received of sampling and/or tests or other data, including raw data and original laboratory reports, generated by or on behalf of Work Respondents with respect to the Site and/or the implementation of these Orders. An electronic copy shall also be provided in a commonly available format approved by Ohio EPA. Work Respondents may submit to Ohio EPA any interpretive reports and written explanations concerning the raw data and original laboratory reports. Such interpretive reports and written explanations shall not be submitted in lieu of original laboratory reports and raw data. Should Work Respondents subsequently discover an error in any report or raw data provided to Ohio EPA, Work Respondents shall promptly notify Ohio EPA of such discovery and provide the correct information.

X. ACCESS

21. Ohio EPA and its contractors and Work Respondents shall have access at all reasonable times to the Property and any other property to which access is required for the implementation of these Orders, to the extent access to such property is controlled by Landowner 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, including background monitoring wells;
- c. Inspecting and copying records, operating logs, and 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.

22. To the extent that the Property or any other property to which access is required for the implementation of these Orders is owned or controlled by persons other than Landowner Respondent, Work Respondents shall use their reasonable best efforts to secure from such persons access for Work Respondents and Ohio EPA and its contractors as necessary to effectuate these Orders. Copies of each access agreement obtained by Work Respondents shall be provided to Ohio EPA upon request. If any access required to implement these Orders is not obtained within thirty (30) days after the date Ohio EPA notifies Work Respondents in writing that additional access beyond that previously secured is necessary, Work Respondents shall promptly notify Ohio EPA in writing of the steps Work Respondents have taken to attempt to obtain access. Ohio EPA may, as it deems appropriate, assist Work Respondents in obtaining access.

23. 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

24. Within seven (7) business days after the effective date of these Orders, Work Respondents shall notify Ohio EPA, in writing, of the name, address, telephone number and email address of their designated Site Coordinator and Alternate Site Coordinator.

25. As used in these Orders, the term "Site Coordinator" refers interchangeably to the Site Coordinator and the Alternate Site Coordinator designated for a named party. If any designated Site Coordinator is changed, the identity of the successor will be given to the other Parties at least seven (7) days before the changes occur, unless impracticable, but in no event later than the actual day the change is made.

26. To the maximum extent practicable, except as specifically provided in these Orders, communications between Work Respondents and Ohio EPA concerning the implementation of these Orders shall be made between the Site Coordinators. Work Respondents' 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 Parties are appropriately disseminated and processed. Work Respondents' Site Coordinator shall be present on the Site or on call during all hours of Work at the Site.

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

- a. Directing the type, quantity and location of samples to be collected by Work Respondents pursuant to an approved Work Plan;
- b. Collecting samples;
- c. Observing, taking photographs, or otherwise recording information related to the implementation of these Orders, including the use of any mechanical or photographic device;
- d. Directing that the Work stop for a period not to exceed seventy-two (72) hours whenever Ohio EPA's Site Coordinator determines that 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. If the Chief of the Ohio EPA Division of Emergency and Remedial Response concurs with the determination of the Ohio EPA Site Coordinator, the 72-hour time limitation shall not apply. Elements of the Work not affected by the Work stoppage shall be completed according to schedules in the approved RA/O&M Work Plan or approved RA/O&M Work Plan Addendum;

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

XII. PROGRESS REPORTS AND NOTICE

28. Unless otherwise directed by Ohio EPA, Work Respondents shall submit a written progress report to the Ohio EPA by the fifteenth (15th) business day after receipt of the results of each semi-annual monitoring event. At a minimum, the progress reports shall include that information designated in Section 10 of the RA/O&M SOW. Semi-annual reports may not be used to propose modifications to approved plans; Work Respondents shall submit such requests to Ohio EPA in a separate written correspondence.

29. Progress reports (one copy only) shall be sent either by e-mail with confirmed receipt or by hard copy to the address listed below. All other documents (two copies) required to be submitted pursuant to these Orders to Ohio EPA shall be sent to the following agency address(s):

Kris Vanecko, Site Coordinator
Ohio EPA
Southeast District Office
2195 Front Street
Logan, Ohio 43138

Email address: kris.vanecko@epa.state.oh.us

All written (including electronic) correspondence to Respondents shall be directed to:

Mark Metcalf
Senior Staff Engineer
Ashland Inc.
5200 Blazer Parkway
Dublin, Ohio 43017

Email address: mmetcalf@ashland.com

and

Jeff Paolina
Landowner Respondent
Muxie Management Company, LLC
5120 Guernsey Street
Bellaire, Ohio 43906

and

John P. Dutton, President
Capstone Holding Company
70245 Bannock-Uniontown Road
P.O. Box 115
Bannock, Ohio 43972

and

John Macleod, Project Manager
Chevron Environmental Management Company, Refining Business Unit
6111 Bollinger Canyon Road, SR6111/BR1-Y3522
San Ramon, California 94583

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

XIII. REVIEW OF SUBMISSIONS

30. Ohio EPA shall promptly review any work plan, report, or other item required to be submitted pursuant to these Orders.

31. Upon review, Ohio EPA may in its sole discretion: (a) approve the submission; (b) approve the submission with specified conditions; (c) approve the submission, in part, and disapprove the submission, in part, specifying the deficiencies; (d) disapprove the submission, specifying the deficiencies; or (e) any appropriate combination of the above. The results of Ohio EPA's review shall be detailed in writing and provided to Work Respondents.

32. In the event that Ohio EPA approves or partially approves a submission, Work Respondents shall proceed to take action required by the submission as approved or partially approved by Ohio EPA. In the event that Ohio EPA disapproves a submission, in whole or in part, or conditionally approves a submission and notifies Work Respondents in writing of the deficiencies or conditions, Work Respondents shall within

thirty (30) days, or such longer period of time as specified by Ohio EPA in writing, correct any undisputed deficiencies and incorporate any undisputed conditions, and submit a revised submission to Ohio EPA for approval. The revised submission shall incorporate all of the undisputed changes, additions and/or deletions specified by Ohio EPA in its disapproval, partial approval or conditional approval. Revised submissions shall be accompanied by a letter indicating how and where each of Ohio EPA's comments were incorporated into the submission. Any other changes made to the submission by Work Respondents shall also be identified in the letter. To the extent that Work Respondents dispute any changes, additions, deletions or conditions specified by Ohio EPA, Work Respondents shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders, within thirty (30) days after receipt of Ohio EPA's disapproval, partial approval or conditional approval of a submission. Notwithstanding the disapproval, partial approval or conditional approval, Work Respondents shall proceed to take any action required by a non-deficient or unconditionally approved portion of the submission.

33. In the event that Ohio EPA disapproves a revised submission, in whole or in part, and notifies Work Respondents in writing of the deficiencies, Work Respondents shall within fifteen (15) business days, or such longer period of time as specified in writing by Ohio EPA, either: (i) correct the deficiencies and incorporate all changes, additions, and/or deletions, and submit the revised submission to Ohio EPA for approval; or (ii) initiate the dispute resolution process pursuant to the Dispute Resolution Section of these Orders. If Work Respondents fail to submit a revised submission incorporating all changes, additions and/or deletions within fifteen (15) business days, or such period of time as specified by Ohio EPA in writing, or alternatively, initiate the dispute resolution process pursuant to the Dispute Resolution Section of these Orders, Work Respondents shall be considered in breach and/or violation of these Orders.

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

XIV. DISPUTE RESOLUTION

35. The Site Coordinators shall, whenever possible, operate by consensus.

36. In the event of a dispute regarding a conditional approval or partial or complete disapproval by Ohio EPA of a submission by Work Respondents, or a dispute regarding the Work required to be performed by Work Respondents under these Orders, Work Respondents shall have thirty (30) 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 written notice of dispute shall reference this Dispute Resolution Section of these Orders, and shall provide Ohio EPA with the rationale supporting the Work Respondents' position(s).

37. After Ohio EPA's receipt of such written notice, the Site Coordinators may, for the remainder of the thirty (30) day period, negotiate in good faith in an attempt to resolve the dispute. This thirty (30) day period may be extended by agreement of the Parties; however, any such extension shall be confirmed in writing by Ohio EPA and any such negotiation period shall not exceed sixty (60) days from the date of Ohio EPA's receipt of the written notice of dispute.

38. A dispute regarding a submission of Work Respondents shall be considered to have arisen when the Work Respondents' Site Coordinator receives Ohio EPA's written conditional approval or disapproval in accordance with the Review of Submissions Section of these Orders. A dispute regarding the Work to be performed under these Orders shall be considered to have arisen when Ohio EPA's Site Coordinator communicates in writing to Work Respondents' Site Coordinator the position which gives rise to the dispute. If written notice is not provided within thirty (30) days after the date the dispute arises, the dispute resolution procedures may not be invoked for the disputed issue.

39. If Ohio EPA concurs with the position(s) of Work Respondents, then the work plan, report or other item required to be submitted pursuant to these Orders shall be modified accordingly. If Ohio EPA does not concur with Work Respondents, Ohio EPA's Site Coordinator shall notify Work Respondents in writing that Ohio EPA does not concur and shall provide Respondents with the rationale for Ohio EPA's position. Upon receipt of such written notice, the Work Respondents shall have fifteen (15) business days after receipt of the non-concurrence notification from Ohio EPA to provide a written statement of the dispute to the Ohio EPA Southeast District Office Chief and request a formal resolution of the dispute. The Work Respondents' written statement instituting the formal dispute resolution procedure shall include the rationale supporting the position of the Work Respondents. If the Work Respondents do not provide such a statement, rationale and request within fifteen (15) business days after receipt of Ohio EPA's non-concurrence notification, Ohio EPA will adopt the written position of its Site Coordinator and the work plan, report or other item required to be submitted pursuant to these Orders, or any other item subject to the dispute resolution procedures of this Section, shall be modified accordingly. If the Work Respondents provide such a statement, rationale and request within fifteen (15) business days after receipt of Ohio EPA's non-concurrence notification, the Ohio EPA Southeast District Office Chief shall review the written positions of the Parties and shall resolve the dispute based upon and consistent

with these Orders, including the SOW, the Decision Document, any applicable approved work plan, and applicable federal and state statutes and regulations.

40. 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 other 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 the applicable schedules and time frames. The dispute resolution procedures under this Section shall apply only to disputes regarding a conditional approval or partial or complete disapproval by Ohio EPA of a submission by Work Respondents, and to disputes regarding the Work required to be performed and the Response Costs required to be reimbursed under these Orders.

XV. UNAVOIDABLE DELAYS

41. Work Respondents shall cause all Work to be performed in accordance with applicable schedules and time frames 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 reasonable control of Work Respondents that prevents or delays performance of any obligation required by these Orders and that could not be overcome by due diligence on the part of Work Respondents. Increased cost of compliance shall not be considered an event beyond the reasonable control of Work Respondents.

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

43. If Ohio EPA does not agree that the delay has been caused by an unavoidable delay, Ohio EPA will notify the Work Respondents in writing. If Ohio EPA agrees that the delay is attributable to an unavoidable delay, Ohio EPA will notify Work Respondents in writing of the length of the extension for the performance of the obligations affected by the unavoidable delay.

XVI. REIMBURSEMENT OF COSTS

44. Work Respondents shall reimburse Ohio EPA for all Response Costs incurred both

prior to and after the effective date of these Orders.

45. Within thirty (30) days after the effective date of these Orders, Work Respondents shall remit to Ohio EPA a check or checks totaling \$30,012.02 for all Response Costs incurred prior to November 24, 2008.

46. For Response Costs incurred after August 6, 2007, Ohio EPA will submit to Work Respondents on an annual basis an itemized invoice of its Response Costs for the previous year. Within forty-five (45) days after receipt of such itemized invoice, Work Respondents shall remit payment for all of Ohio EPA's undisputed Response Costs for the previous year and invoke dispute resolution with respect to any claimed Response Costs disputed by Work Respondents.

47. Work Respondents shall remit payments to Ohio EPA pursuant to this Section as follows:

- a. Payment shall be made by bank check payable to "Treasurer, State of Ohio / Hazardous Waste Special Cleanup Account" and shall be forwarded to Office of Fiscal Administration, Attn: Brenda Case, Ohio EPA, Lazarus Government Center, P.O. Box 1049, Columbus, Ohio 43216-1049;
- b. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, and to the Site Coordinator; and
- c. Each payment shall identify the name and address of the party making payment, the Site name, and Ohio EPA's revenue number identified on the associated invoice.

XVII. ACCESS TO INFORMATION

48. Upon request, Work Respondents shall provide, and/or shall use their reasonable best efforts to have their contractors or agents provide, to Ohio EPA within fourteen (14) days, access to or copies of all documents and information within their or their contractors' or agents' possession or control 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; provided, however, that requests for documents created prior to the effective date of these Orders shall be provided as promptly as is reasonably practical under the circumstances, which may exceed fourteen (14) days.

49. Work Respondents 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 submitted to Ohio EPA, they may be made available to the public without notice to Work Respondents.

50. Work Respondents may assert that certain documents or other information are privileged under the attorney-client privilege, the work-product doctrine or other right of non-disclosure recognized by state law. If Work Respondents make such an assertion, Work Respondents shall identify the date, subject, author and known recipients of the privileged document or information, the privilege being asserted by Work Respondents and the grounds upon which the assertion is made.

51. No claim of confidentiality shall be made with respect to any data generated pursuant to these Orders, including but not limited to all sampling, analytical, and monitoring data.

52. Work Respondents shall preserve for the duration of these Orders and for a minimum of ten (10) years after termination of these Orders, one (1) complete set of: (a) all documents submitted to Ohio EPA by Work Respondents pursuant to these Orders; and (b) all other final unprivileged records and documents produced pursuant to these Orders that are within their possession or control, or within the possession or control of their contractors or agents, notwithstanding any document retention policy to the contrary. Work Respondents may preserve such documents by microfiche or other electronic or photographic device. At the conclusion of this document retention period, Work Respondents 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. PERIODIC REVIEW

53. Work Respondents shall collect and provide such information as is reasonably requested by Ohio EPA in order to permit Ohio EPA to conduct reviews as to the effectiveness of the Remedial Action as described in section 121(c) of CERCLA and any applicable regulations.

54. If Ohio EPA determines that information received, in whole or in part, during a review conducted pursuant to this Section of these Orders indicates that the Remedial Action selected in the Decision Document is not protective of public health and safety and the environment, nothing herein shall limit Ohio EPA's authority under state or federal law to assert claims for further remedial action against any parties, including Work Respondents.

XIX. MODIFICATIONS

55. These Orders may be modified only by agreement of the Parties. Modifications shall be in writing, signed by the authorized representatives of the Respondents and by the Director, and shall be effective on the date entered in the Journal of the Director of Ohio EPA.

XX. INDEMNITY

56. Respondents agree 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 Respondents. 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 Respondents in carrying out the activities pursuant to these Orders. Ohio EPA agrees to provide notice to Respondents within thirty (30) days after receipt of any claim that may be the subject of indemnity as provided in this Section, and to cooperate with Respondents in the defense of any such claim or action against Ohio EPA.

XXI. CONTRIBUTION AND AGREEMENT NOT TO REFER

57. With respect to matters addressed in these Orders, the Parties hereto agree that these Orders constitute an administrative settlement for purposes of CERCLA sections 113(f)(2) and 113 (f)(3)(B), 42 U.S.C. § 9613(f)(2) and § 9613(f)(3)(B), pursuant to which Work Respondents have resolved their liability to the State, and that Work Respondents are entitled to contribution protection and contribution rights as of the effective date of these Orders as to any liable persons who are not parties to these Orders, as provided by CERCLA section 113(f)(2) and (f)(3)(B), 42 U.S.C. § 9613(f)(2) and (f)(3)(B), provided that Work Respondents comply with these Orders. The "matters addressed" in these Orders are all investigative and remedial actions taken or to be taken and all response costs incurred or to be incurred by Ohio EPA or any other person with respect to the Site, including without limitation the Work and Response Costs under these Orders and the 2003 DFF&Os.

58. During the implementation of these Orders, and provided Work Respondents are in compliance with these Orders, Ohio EPA agrees not to refer Work Respondents to the Ohio Attorney General's Office for enforcement, or take administrative enforcement action against Work Respondents or their present or future agents, successors, subsidiaries or assigns, for Work required under these Orders at the Site. Upon

termination of these Orders pursuant to the Termination Section of these Orders, Ohio EPA agrees to not refer Work Respondents to the Ohio Attorney General's Office for enforcement, or take administrative enforcement action against Work Respondents or their present or future agents, successors, subsidiaries or assigns, for Work required under these Orders at the Site.

XXII. OTHER CLAIMS

59. 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. The Parties specifically disclaim any intent to create rights in or for persons not parties to these Orders.

XXIII. RESERVATION OF RIGHTS

60. Ohio EPA reserves the right to seek legal and/or equitable relief to enforce the terms and conditions of these Orders, including penalties against Respondents for noncompliance with these Orders. Respondents reserve any rights they may have to seek legal or equitable relief to enforce the terms and conditions of these Orders or raise any legal or equitable defense, claim or counterclaim in any action brought by or on behalf of Ohio EPA to enforce the terms and conditions of these Orders.

61. 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. In the event that Ohio EPA elects to perform all or any portion of the Work, Respondents shall not be obligated to reimburse Ohio EPA for the costs of such Work. Rather, Ohio EPA reserves the right to seek to recover such costs in a separate proceeding, and Respondents reserve the right to raise any defenses they may have to such a claim under applicable law.

62. Ohio EPA reserves the right to take any action under applicable law against Respondents if conditions at the Site, previously unknown to the State, are discovered after the effective date of these Orders, or information is received, after the effective date of these Orders and these previously unknown conditions or this previously unknown information shows that the remedy for the Site as set forth in the Decision Document is not protective of public health or safety or the environment.

63. Subject to the Contribution and Agreement Not to Refer Section of these Orders, Ohio EPA reserves the right to take any action under applicable law, including but not limited to any enforcement action, or action to recover costs, or action to recover damages to natural resources, pursuant to ORC Chapters 3734, 3745 or 6111, or 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 that were not the basis for these Orders.

64. Issuance of these Orders without a provision that explicitly contemplates recovery of costs of Ohio EPA legal counsel as Response Costs does not constitute a waiver of any rights that Ohio EPA may have under applicable law to recover these costs and/or to claim these costs are recoverable response costs under either state or federal law. In any action by or on behalf of Ohio EPA to enforce any provision of these Orders or seek recovery of Response Costs, Respondents may raise at any time the question of whether Ohio EPA is entitled to recover from Respondents costs for Ohio EPA legal counsel. While Respondents do not agree that such a right of recovery exists, it is hereby agreed by Respondents and Ohio EPA that it is premature at this time to decide the existence of such a right among themselves and that the appropriate point at which to adjudicate the existence of such a right is at the time, if ever, that a proceeding to enforce these Orders or seek recovery of Response Costs is commenced.

65. Respondents reserve all rights, claims, demands and causes of action they may have against any and all persons and entities who are not Parties to these Orders, including rights of contribution against any other parties who may be liable for actual or threatened releases of contaminants at the Site.

XXIV. TERMINATION

66. Respondents' obligations under these Orders shall terminate upon Ohio EPA's approval in writing of Respondents' written certification to Ohio EPA that all Work required to be performed under these Orders including payment of Response Costs has been completed. The Respondents' certification shall contain the following attestation: "We certify that to the best of our knowledge the information contained in or accompanying this certification is true, accurate, and complete." This certification shall be submitted by Respondents to Ohio EPA and shall be signed by responsible officials of Respondents. Ohio EPA's approval shall not be unreasonably withheld. The termination of Respondents' obligations under these Orders shall not terminate the Parties' rights and obligations under the Reservation of Rights, Access to Information, Periodic Review, Indemnity, Other Claims, Land Use and Conveyance of Title, and Contribution and Agreement Not to Refer Sections of these Orders; and any Operation and Maintenance Plan developed by Work Respondents and approved by Ohio EPA pursuant to these Orders.

XXV. WAIVER AND AGREEMENT

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

68. Subject to the Reservation of Rights Section of these Orders, Respondents hereby waive the right to appeal or to otherwise seek administrative or judicial review of the issuance, terms and conditions, and service of these Orders either in law or equity.

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

XXVI. EFFECTIVE DATE

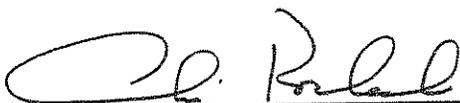
70. The effective date of these Orders shall be the date these Orders are entered in the Journal of the Director of Ohio EPA.

XXVII. SIGNATORY AUTHORITY

71. 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



Chris Korleski, Director
Ohio Environmental Protection Agency

FEB 24 2009

Date

IT IS SO AGREED:

Ashland Inc., Work Respondent

BY:



Signature



Date

David M. Abner, Senior Counsel

Union Oil Company of California, Work Respondent

BY:

Kathryn L. Beck 12/19/08
Signature

12/19/08
Date

Kathryn L. Beck, Assistant Secretary

Capstone Holding Company, Work Respondent

BY:



Signature
John P. Dutton - President

2/6/09
Date

Muxie Management Company, LLC, Landowner Respondent

BY:



Signature
Jeff Paolina, Owner

12-12-08
Date

Attachment A

Decision Document