RECORDS CLASSIFICATION FORM FOR REGION V
RCRA RECORDS

Today's Date: 1/9/2017

Site Name: Canton Drop Forge

ID Number: OHD 004 465 142

Date(s) of Documents: 9/18/2014

Type(s) of Document: CAFO Transmittal Letter

Quantity of Documents: No. of Box(es) _____ No. of Folder(s): 1

Sensitive: CBI Room _____ Enforcement Sensitive (Red Folder) X

Documents can go to Federal Record Center: Yes ✓ No ____
(Documents from FRC can be recalled in 48-72 hours)

Submitted by: Brian Kennedy

Telephone Number: 3-4383

Comments:

LAND AND CHEMICALS DIVISION

Type of Document: CAFO Final Transmittal Letter

Name of Document: Canton Drop Forge, Inc. OHD004465142

	NAMES	DATE
AUTHOR:	Brian Kennedy	9/17/2014
SECTION APA:		
SECTION CHIEF:	Julie Morris (via email)	9/18/2014
BRANCH APA:	Gaye Cuerington (via email)	9/18/2014
BRANCH CHIEF:		
DIVISION APA:		
DIVISION DIRECTOR:		
OTHERS:		
DRA:		
RA:		

RETURN TO: 08/26

PHONE: 3-4383

COMMENTS:

LAND AND CHEMICALS DIVISION

Type of Document: Final CAFO Package for LCD Director, RA Signature

Name of Document: Canton Drop Forge, Inc. (OHD004465142)

	NAMES	DATE
AUTHOR:	Brian Kennedy BK	8/21/2014
SECTION APA:		
SECTION CHIEF:	Julie Morris	8/21/14
BRANCH APA:	Gaye Cuerington (email)	8/21/2014
BRANCH CHIEF:		8/25/2015
DIVISION APA:	Margaret Gray	9/3/14
✓DIVISION DIRECTOR:		9/4/14
OTHERS:		
DRA:		
RA:		

RETURN TO: Brian Kennedy 08126

PHONE: 3-4383

COMMENTS:

- Please return package to Brian Kennedy
- See ORC approval, attached

RFC-MG 8/28

Office of the
REGIONAL ADMINISTRATOR

EPA
Region 5
77 W Jackson Blvd.
Chgo., IL - 60604
Illinois Indiana Michigan
Minnesota Ohio Wisconsin

Correspondence for RA's Signature

Type of Document: **CAFO**

Name of Document: **CANTON DROP FORGE, INC. (OHD004465142)**

Date Rec'd in ORA: **09/10/2014** *From:* **LCD**

Contact Name: **MARGARET GRAY** *Phone:* **3-5028**

DATE	NAME	INITIALS
	Ronna Beckmann (AL/R5-C)	
9/10	Eileen Deamer (AL/R5-C)	esd
9/10	Bharat Mathur (Deputy Regional Administrator)	BM
9/10	Susan Hedman (Regional Administrator)	SH

Correction Required? ○ Yes ☒ No

Remarks:

Kennedy, Brian

From: Chabria, Monesh
Sent: Friday, August 08, 2014 3:29 PM
To: Arrazola, Ignacio
Cc: Kennedy, Brian; Cahn, Jeffrey; Weiler, Eaton
Subject: FW: Draft WAR for CAFO with Canton Drop Forge, Inc. (revised)
Attachments: WAR for Canton Drop Forge (Draft).docx

Categories: Very Important

Ignacio – I have reviewed and approved the draft CAFO and WAR for in this matter. Please review the attached draft WAR and forward on to Bob if you agree. I will be out of the office next week, please contact Eaton and/or Jeff (who will be Acting) with any questions.

Thanks.

Mony Chabria
Acting Section Chief
U.S. EPA Region 5
312-886-6842
chabria.monesh@epa.gov

From: Weiler, Eaton
Sent: Friday, August 08, 2014 3:23 PM
To: Chabria, Monesh
Cc: Kennedy, Brian; Cahn, Jeffrey
Subject: FW: Draft WAR for CAFO with Canton Drop Forge, Inc. (revised)

Mony,

By this email, I am seeking approval of the attached draft WAR (**as revised**). The WAR is for the draft-final CAFO that would commence and conclude a RCRA proceeding against Canton Drop Forge, Inc. (a hardcopy of which is also provided separately).

Thanks,
-- Eaton

Eaton R. Weiler
Associate Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd (C-14J)
Chicago, Illinois 60604
ph: (312) 886-6041

This email, including attachments, may contain confidential information that may be protected by attorney-client, attorney work product, or other privileges.

From: Weiler, Eaton
Sent: Friday, August 08, 2014 2:10 PM
To: Chabria, Monesh
Cc: Kennedy, Brian (kennedy.brian@epa.gov); Cahn, Jeffrey
Subject: Draft WAR for CAFO with Canton Drop Forge, Inc.

Mony,

By this email, I am seeking approval of the attached draft WAR. The WAR is for the draft-final CAFO that would commence and conclude a RCRA proceeding against Canton Drop Forge, Inc. (a hardcopy of which is also provided separately).

Thanks,
-- Eaton

Eaton R. Weiler
Associate Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd (C-14J)
Chicago, Illinois 60604
ph: (312) 886-6041

This email, including attachments, may contain confidential information that may be protected by attorney-client, attorney work product, or other privileges.

Region 5 Executes RCRA CAFO with Canton Drop Forge, Inc.

On [XX, XX, 2014], Region 5 executed a Consent Agreement and Final Order (CAFO) with Canton Drop Forge, Inc. (CDF). The CAFO commences and concludes an administrative proceeding against CDF, identifying alleged violations of the Resource Conservation and Recovery Act. EPA alleged CDF violated RCRA by managing and storing used oil in two surface impoundments, without meeting the minimum standards for the management of hazardous waste in surface impoundments. The CAFO requires CDF to implement a "closure plan" to remediate the surface impoundments in accordance with all applicable RCRA requirements. In particular, the CAFO requires CDF to submit to Ohio Environmental Protection Agency for review and approval a closure plan meeting the requirements of the State's authorized hazardous waste management program, and then to implement that plan in accordance those requirements. The CAFO also requires CDF to pay a civil penalty of $431,100.

Confidential and Privileged:
In a letter dated May 8, 2014, EPA informed CDF that it intended to file an administrative complaint seeking a penalty of $501,600. Taking into account further analysis of the potential for harm caused by the violations and CDF's cooperation in resolving the matter, EPA agreed to reduce the penalty to $431,100, in accordance with the RCRA Civil Penalty Policy. The CAFO presents no unusual issues or deviations from model CAFO language.

Approved: _____ Date: 8-11-14

Disapproved: _____ Date: _____

Office of the
REGIONAL ADMINISTRATOR

EPA
Region 5
77 W Jackson Blvd.
Chgo., IL - 60604
Illinois Indiana Michigan
Minnesota Ohio Wisconsin

Correspondence for RA's Signature

Type of Document: CAFO

Name of Document: CANTON DROP FORGE, INC. (OHD004465142)

Addressee:

Originating Office/Division: LCD

Contact Name: MARGARET GRAY

Contact Phone Number: 3-5028

Date Document Received in ORA: 09/10/2014

Special Assistant Review? ○ No ● Yes
Date:

Congressional Review? ● Yes ○ No

Tribal Coordinator Review? ○ Yes ● No

Great Lakes Review? ○ Yes ● No

Corrections Required? ○ Yes ● No

Who Signed? Susan Hedman

Date Document Signed: 09/10/2014

Date Signed Document Sent out from ORA: 09/11/2014

Returned for Mailing? ● Yes ○ No

Remarks:

DOCUMENT SUMMARY

Beach-Harris, Cynthia

From: Beach-Harris, Cynthia
Sent: Thursday, September 11, 2014 3:28 PM
To: Miskovich, Vera
Cc: McClendon, Gussie
Subject: lcd folders

Ready for pick-up!

Cynthia

Cynthia Beach-Harris
Reception Desk, ORA-19th FL
6-3574

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

SEP 18 2014

REPLY TO THE ATTENTION OF:

CERTIFIED MAIL 7009 1680 0000 7663 7176
RETURN RECEIPT REQUESTED

Mr. Brad Ahbe
President
Canton Drop Forge Incorporated
4575 Southway Street Southwest
Canton, Ohio 44706

Re: Consent Agreement and Final Order
Canton Drop Forge, Inc.
Docket No: **RCRA-05-2014-0013**

Dear Mr. Ahbe:

Enclosed please find an original signed fully-executed Consent Agreement and Final Order (CAFO) in resolution of the above case. The originals were filed with the Regional Hearing Clerk on September 18, 2014.

Please pay the civil penalty in the amount of $431,100 in the manner prescribed in paragraph 37 of the CAFO, and reference all checks with the docket number **RCRA-05-2014-0013**. Your payment is due within 30 calendar days of the effective date of the CAFO. Also, enclosed is a *Notice of Securities and Exchange Commission Registrant's Duty to Disclose Environmental Legal Proceedings.* Thank you for your cooperation in resolving this matter.

Sincerely,

Gary J. Victorine, Chief
RCRA Branch

Enclosures

cc: Bruce McCoy, OEPA – (bruce.mccoy@epa.state.oh.us)
Eaton Weiler, C-14J

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper (100% Post-Consumer)

NOTICE OF SECURITIES AND EXCHANGE COMMISSION REGISTRANTS' DUTY TO DISCLOSE ENVIRONMENTAL LEGAL PROCEEDINGS

Securities and Exchange Commission regulations require companies registered with the SEC (e.g., publicly traded companies) to disclose, on at least a quarterly basis, the existence of certain administrative or judicial proceedings taken against them arising under Federal, State or local provisions that have the primary purpose of protecting the environment. Instruction 5 to Item 103 of the SEC's Regulation S-K (17 CFR 229.103) requires disclosure of these environmental legal proceedings. For those SEC registrants that use the SEC's "small business issuer" reporting system, Instructions 1-4 to Item 103 of the SEC's Regulation S-B (17 CFR 228.103) requires disclosure of these environmental legal proceedings.

If you are an SEC registrant, you have a duty to disclose the existence of pending or known to be contemplated environmental legal proceedings that meet any of the following criteria (17 CFR 229.103(5)(A)-(C)):

A. Such proceeding is material to the business or financial condition of the registrant;
B. Such proceeding involves primarily a claim for damages, or involves potential monetary sanctions, capital expenditures, deferred charges or charges to income and the amount involved, exclusive of interest and costs, exceeds 10 percent of the current assets of the registrant and its subsidiaries on a consolidated basis; or
C. A governmental authority is a party to such proceeding and such proceeding involves potential monetary sanctions, unless the registrant reasonably believes that such proceeding will result in no monetary sanctions, or in monetary sanctions, exclusive of interest and costs, of less than $100,000; provided, however, that such proceedings which are similar in nature may be grouped and described generically.

Specific information regarding the environmental legal proceedings that must be disclosed is set forth in Item 103 of Regulation S-K or, for registrants using the "small business issuer" reporting system, Item 103(a)-(b) of Regulation S-B. If disclosure is required, it must briefly describe the proceeding, "including the name of the court or agency in which the proceedings are pending, the date instituted, the principal parties thereto, a description of the factual basis alleged to underlie the proceedings and the relief sought."

You have been identified as a party to an environmental legal proceeding to which the United States government is, or was, a party. If you are an SEC registrant, this environmental legal proceeding may trigger, or may already have triggered, the disclosure obligation under the SEC regulations described above.

This notice is being provided to inform you of SEC registrants' duty to disclose any relevant environmental legal proceedings to the SEC. This notice does not create, modify or interpret any existing legal obligations, it is not intended to be an exhaustive description of the legally applicable requirements and it is not a substitute for regulations published in the Code of Federal Regulations. This notice has been issued to you for information purposes only. No determination of the applicability of this reporting requirement to your company has been made by any governmental entity. You should seek competent counsel in determining the applicability of these and other SEC requirements to the environmental legal proceeding at issue, as well as any other proceedings known to be contemplated by governmental authorities.

If you have any questions about the SEC's environmental disclosure requirements, please contact the SEC Office of the Special Senior Counsel for Disclosure Operations at (202) 942-1888.

bcc: Eaton Weiler, ORC (C-14J) (w/CAFO)
Brian Kennedy, LR-8J (w/CAFO)
Section Copy (w/CAFO)
Official File (w/CAFO)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:	)	**Docket No. RCRA-05-2014-0013**
	)	
Canton Drop Forge, Inc.	)	**Consent Agreement**
Canton, Ohio	)	**and Final Order**
U.S. EPA ID No. OHD004465142	)	
	)	
Respondent.	)	
	)	

REGIONAL HEARING CLERK
RECEIVED
SEP 18 2014
U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 5

Consent Agreement and Final Order

The United States Environmental Protection Agency (U.S. EPA or Complainant) and Canton Drop Forge, Inc. (Canton Drop Forge or Respondent) have agreed to settle this action and consent to the entry of this Consent Agreement and Final Order (CAFO) without any adjudication of any issues of law or fact herein.

Preliminary Provisions

1. This is an administrative action commenced and concluded under Section 3008(a) of the Solid Waste Disposal Act, as amended, also known as the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(a), and Sections 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules) as codified at 40 C.F.R. Part 22.

2. Jurisdiction for this action is conferred upon U.S. EPA by Sections 3006 and 3008 of RCRA, 42 U.S.C. §§ 6926 and 6928.

3. The Complainant, by lawful delegation, is the Director of the Land and Chemicals Division, U.S. EPA, Region 5.

4. Respondent is a corporation doing business in the State of Ohio.

5. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a CAFO. 40 C.F.R. § 22.13(b).

6. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

7. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

8. Respondent consents to the terms of this CAFO, including the assessment of the Civil Penalty and the issuance of the Compliance Provisions.

9. U.S. EPA provided notice of commencement of this action to the State of Ohio pursuant to Section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2).

10. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations and alleged violations in this CAFO.

Statutory and Regulatory Background

11. U.S. EPA has promulgated regulations establishing a hazardous waste management program, codified at 40 C.F.R. Parts 260 through 279, governing, *inter alia*, generators of used oil, pursuant to Sections 3001 – 3023, 42 U.S.C. §§ 6921 – 6939e.

12. Under Section 3006 of RCRA, 42 U.S.C. § 6926, U.S. EPA may authorize a state to administer the RCRA hazardous waste management program in lieu of the federal program when the Administrator finds that the state program meets certain conditions.

13. Under Section 3008(a), U.S. EPA may issue an order assessing a civil penalty or requiring compliance to any person that has violated or is in violation of any requirement of Subtitle C of RCRA (Sections 3001-3023, 42 U.S.C. §§ 6921-6939e), including any requirement

of a state hazardous waste management program authorized under Section 3006(b) of RCRA, 42 U.S.C. § 6926(b).

14. Under Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), U.S. EPA granted the State of Ohio final authorization to administer a state hazardous management waste program in lieu of the federal government's program effective June 30, 1989. 54 *Fed. Reg.* 27170 (June 28, 1989).

15. OAC Chapter 3745-279 [40 C.F.R. Part 279] sets forth the minimum standards for the management of used oil (Used Oil Management Standards).

16. Under OAC rule 3745-279-12(A), [40 C.F.R. 279.12(a)], a used oil generator is prohibited from managing used oil in a surface impoundment unit, unless:

a. It is subject to a hazardous waste operating permit meeting the minimum standards for the management of hazardous waste in surface impoundments, set forth at OAC Chapters 3745-54 through 3745-57 and 3745-205 [40 C.F.R. Part 264, Subparts A through N and DD]; or

b. It is subject to the interim status standards for the management of hazardous waste in surface impoundments, set forth at OAC Chapters 3745-65 through 3745-69 and 3745-256 [40 C.F.R. Part 265, Subparts A through N and DD].

17. Under OAC rule 3745-279-22(A) [40 C.F.R. 279.22(a)], a used oil generator is prohibited from storing used oil in a surface impoundment unit, unless:

a. It is subject to a hazardous waste operating permit meeting the minimum standards for the management of hazardous waste in surface impoundments, set forth at OAC Chapters 3745-54 through 3745-57 and 3745-205 [40 C.F.R. Part 264, Subparts A through N and DD]; or

b. It is subject to the interim status standards for the management of hazardous waste in surface impoundments, set forth at OAC Chapters 3745-65 through 3745-69 and 3745-256 [40 C.F.R. Part 265, Subparts A through N and DD].

Factual Allegations and Alleged Violations

16. Unless otherwise indicated, Complainant alleges the following at all times relevant to this CAFO.

17. Respondent constitutes a "person," as defined under OAC rule 3745-50-10(A)(95) [40 C.F.R. § 260.10], and Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).

18. Respondent manufactures steel forgings on land and other appurtenances that it owns at 4575 Southway Street SW, Canton, Ohio (Respondent's Facility or Facility).

19. Respondent constitutes an "owner" and "operator" of a facility as those terms are defined under OAC rules 3745-50-10(A)(90) and (91) [40 C.F.R. § 260.10].

20. Respondent uses oil as part of its manufacturing process, resulting in the generation of "used oil," as defined under OAC rule 3745-279-01(A)(12) [40 C.F.R. § 279.1].

21. Respondent constitutes a "used oil generator," as defined under OAC rule 3745-279-01(A)(17) [40 C.F.R. § 279.1].

Count 1

22. Complainant incorporates Paragraphs 1 through 21 of this CAFO as though set forth in this Paragraph.

23. Respondent caused or allowed "used oil" to be conveyed and released to a clay-lined basin at the Facility (identified as Pond No. 1, or Lagoon No. 1).

24. Pond No. 1 constitutes a "surface impoundment," as defined under OAC rule 3745-50-10(A)(120) [40 C.F.R. § 260.10].

25. Respondent "managed" used oil in Pond No 1, as defined under OAC rule 3745-50-10(A)(77) and [40 C.F.R. § 260.10].

26. Respondent "stored" used oil in Pond No. 1, as defined under OAC rule 3745-50-10(A)(118) [40 C.F.R. § 260.10].

27. Respondent violated OAC rule 3745-279-12(A) [40 C.F.R. 279.12(a)] by managing used oil in the surface impoundment identified as Pond No. 1 without a hazardous waste operating permit meeting the minimum standards for the management of hazardous waste in surface impoundments, and without meeting the interim status standards for the management of hazardous waste in surface impoundments.

28. Respondent violated OAC rule 3745-279-22(A) [40 C.F.R. 279.22(a)] by storing used oil in the surface impoundment identified as Pond No. 1 without a hazardous waste operating permit meeting the minimum standards for the management of hazardous waste in surface impoundments, and without meeting the interim status standards for the management of hazardous waste in surface impoundments.

Count 2

29. Complainant incorporates Paragraphs 1 through 28 of this CAFO as though set forth in this Paragraph.

30. Respondent caused or allowed "used oil" to be conveyed and released to an earthen-basin at the Facility (identified as Pond No. 2, or Lagoon No. 2).

31. Pond No. 2 constitutes a "surface impoundment," as defined under OAC rule 3745-50-10(A)(120) [40 C.F.R. § 260.10].

32. Respondent "managed" used oil in Pond No 2, as defined under OAC rule 3745-50-10(A)(77) [40 C.F.R. § 260.10].

33. Respondent "stored" used oil in Pond No. 2, as defined under OAC rule 3745-50-10(A)(118) [40 C.F.R. § 260.10].

34. Respondent violated OAC rule 3745-279-12(A) [40 C.F.R. 279.12(a)] by managing used oil in the surface impoundment identified as Pond No. 2 without a hazardous waste operating permit meeting the minimum standards for the management of hazardous waste in surface impoundments, and without meeting the interim status standards for the management of hazardous waste in surface impoundments

35. Respondent violated OAC rule 3745-279-22(A) [40 C.F.R. 279.22(a)] by storing used oil in the surface impoundment identified as Pond No. 2 without a hazardous waste operating permit meeting the minimum standards for the management of hazardous waste in surface impoundments, and without meeting interim status standards for the management of hazardous waste in surface impoundments.

Civil Penalty

36. Pursuant to Section 3008(a)(3) of RCRA, 42 U.S.C. § 6928(a)(3), Complainant determined that an appropriate civil penalty to settle this action is Four Hundred Thirty One Thousand, One Hundred U.S. Dollars ($431,100.00). In determining the penalty amount, Complainant took into account, *inter alia*, the seriousness of the alleged violations and Respondent's cooperation in resolving the matter, in accordance with U.S. EPA's RCRA Civil Penalty Policy.

37. Within 30 days after the effective date of this CAFO, Respondent must pay the civil penalty by sending a cashier's or certified check, payable to the "Treasurer, United States of America," to:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

The check must note the following: In the Matter of Canton Drop Forge, Inc. and the docket number of this CAFO.

37. A transmittal letter stating Respondent's name, the case title and the case docket number must accompany the payment. Respondent must send a copy of the check and transmittal letter to:

Regional Hearing Clerk (E-19J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Brian Kennedy (LR-8J)
RCRA Branch
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Eaton Weiler (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

38. This civil penalty is not deductible for federal tax purposes.

39. If Respondent does not timely pay the civil penalty, U.S. EPA may bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties, and the United States enforcement expenses for the collection action. The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.

40. Pursuant to 31 C.F.R. § 901.9, Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date payment was

due at a rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Respondent must pay a $15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a 6 percent per year penalty on any principal amount 90 days past due.

Compliance Provisions

41. Respondent shall not store, manage, or handle used oil except in compliance with the requirements and prohibitions codified at OAC Chapter 3745-279.

42. Respondent shall take all necessary measures to prohibit the discharge of used oil into surface impoundments at the Facility, including, but not limited to: designing, installing and operating a sufficient process wastewater system; designing, installing and operating sufficient oil-water separators; and complying with the terms and conditions of Permit to Install No. 975138, issued by the Ohio Environmental Protection Agency (OEPA) under OAC Chapter 3745-42.

43. Within 10 days of the effective date of this CAFO, Respondent shall submit to OEPA for review and approval a closure plan for Pond Nos. 1 and 2. The closure plan shall meet the requirements at OAC rules 3745-55-11 through 3745-55-20, and the requirements specific to surface impoundments at OAC rule 3745-56-28.

44. Respondent's closure plan shall be subject to review and approval by OEPA. If OEPA does not approve Respondent's closure plan and provides Respondent with a written statement of its deficiencies, then Respondent shall, within 30 days of receiving OEPA's written statement, submit to OEPA for review and approval a revised closure plan addressing the deficiencies. If OEPA approves Respondent's closure plan or modifies Respondent's closure plan, the approved or modified closure plan shall become the approved "Closure Plan."

45. Respondent may enter into any necessary agreements with OEPA pursuant to Respondent's implementation of the Closure Plan, provided that the terms of any such agreements do not conflict with the terms of this CAFO.

46. Respondent shall implement the Closure Plan in accordance with this CAFO and OAC rule 3745-55-13.

47. Respondent shall provide U.S. EPA quarterly progress reports of its implementation of the Closure Plan. Progress reports shall be submitted no later than 15 calendar days following the end of each calendar quarter. Each progress report shall include, but shall not be limited to, the following information: (a) The status of the removal of oil-water emulsion from Pond Nos. 1 and 2, related photographs, and the volume of free phase oil and water removed from each Pond; (b) The status of the excavation of oil-impacted bottom material from Pond Nos. 1 and 2, related photographs, and the volume of bottom material removed for each Pond; (c) The status of the excavation of oil-affected soils adjacent to Pond Nos. 1 and 2, related photographs, and the volume of adjacent soils removed for each Pond; (d) The status of confirmatory sampling (as applicable) and the analytical results for the constituents of concern as outlined in the Closure Plan; (e) The status of backfilling and restoration of Ponds Nos. 1 and 2 and related photographs; and (f) A description of any event causing an actual or anticipated delay in the implementation of the Closure Plan, the actual or anticipated length of the delay, the nature and cause of the event, all measures taken or to be taken by Respondent to prevent or minimize the delay.

48. Within 30 days of OEPA's approval of the Closure Plan, Respondent shall submit to OEPA for review and approval a cost estimate and documentation demonstrating Respondent has established financial assurance and liability coverage, in accordance with OAC rules 3745-55-42 through 3745-55-47.

49. Within 60 days after Respondent completes closure of Pond Nos. 1 and 2, Respondent shall submit to OEPA a certification of closure in accordance with OAC rule 3745-55-15.

50. Prior to entering into any agreement or contract to convey, transfer, or assign ownership of any part of the Facility subject to this CAFO to any person who is not a party to this CAFO (Grantee), Respondent shall provide Grantee with a true, accurate and complete copy of this CAFO.

51. Within 15 days of entering into any agreement or contract to convey, transfer, or assign ownership of any part of the Facility subject to this CAFO, Respondent shall provide to U.S. EPA and OEPA notification in writing. Such notification shall include: Grantee's name, address, and agent, and contact information.

52. Respondent shall submit all reports, submissions, and notifications required by this CAFO to:

Brian Kennedy (LR-8J)
RCRA Branch
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

General Provisions

53. Compliance with the terms of this CAFO resolves Respondent's liability for the facts and violations alleged in this CAFO.

54. Failure to comply with the terms of the Compliance Provisions of this CAFO may subject Respondent to penalties under Section 3008(c) of RCRA, 42 U.S.C. § 6928(c).

55. This CAFO does not affect Respondent's responsibility to comply with RCRA and other applicable federal, state, local laws or permits.

56. This CAFO is a "final order" for purposes of 40 C.F.R. § 22.31, U.S. EPA's RCRA Civil Penalty Policy, and U.S. EPA's Hazardous Waste Civil Enforcement Response Policy.

57. The terms of this CAFO bind Respondent, its successors, and assigns.

58. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

59. Each party agrees to bear its own costs and attorney's fees in this action.

60. This CAFO constitutes the entire agreement between the parties.

Canton Drop Forge, Inc., Respondent

8/19/2014
Date

Brad A. Abbe
President
Canton Drop Forge, Inc.

United States Environmental Protection Agency, Complainant

9/4/2014
Date

Margaret M. Guerriero
Director
Land and Chemicals Division

In the Matter of:
Canton Drop Forge, Inc.
Docket No. RCRA-05-2014-0013

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

9-10-2014
Date

Susan Hedman
Regional Administrator
United States Environmental Protection Agency
Region 5

Consent and Final Order
In the Matter of: Canton Drop Forge, Inc.

DOCKET NO: RCRA-05-2014-0013

CERTIFICATE OF SERVICE

I hereby certify that today I filed the original of this Consent Agreement and Final Order ((CAFO) docket number RCRA-05-2014-0013 the Regional Hearing Clerk (E-19J), United States Environmental Protection Agency, Region 5, 77 W. Jackson Boulevard, Chicago, Illinois 60604, and that I mailed the second original copy to Respondent by first-class, postage prepaid, certified mail, return receipt requested, by placing it in the custody of the United States Postal Service addressed as follows :

Mr. Brad Ahbe
President
Canton Drop Forge Incorporated
4575 Southway Street Southwest
Canton, Ohio 44706
Certified Mail # 7009 1680 0000 7663 7176

I certify that I delivered a correct copy of the CAFO by intra-office mail, addressed as follows:

Regional Judicial Officer (C-14J)
U.S. Environmental Protection Agency
77 W. Jackson Boulevard
Chicago, Illinois 60604

On the 18th Day of September Ruben B. Aridge

Ruben B. Aridge
Office Administrative Assistant
United States Environmental Protection Agency
Region V
Land and Chemicals Division LM-8J
77 W. Jackson Blvd, Chicago, IL 60604-3590

Certified Mail Receipt Number: **7009 1680 0000 7663 7176**

Form for Bringing New (Never Catalogued) RCRA Files
to the Region 5 RCRA Records Center

Today's Date: 2/15/17

Your name: Brian Kennedy Phone: 3-4383

Site Name: Canton Drop Forge

Site EPA ID Number: OHD 004 465 142

Type(s) of documents:

RCRA CA RFA	____	RCRA enforcement	✓
RCRA CA RFI	____	RCRA permit	____
RCRA CA CMS	____	TSCA spill cleanup	____
RCRA CA CMI	____	Other (describe):	____

Quantity of documents: # of boxes: _____ # of folders: 1-2 (see below

Is any information sensitive or FOIA-exempt? Yes ____ No ✓
If yes, why is it sensitive/FOIA-exempt?

- RCRA CBI ____
- Attorney-client privilege records for an on-going EPA legal action ____
- Attorney work product for an on-going EPA legal action ____
- Would reveal EPA's internal deliberations for an on-going legal action ____
- Contains personal privacy info (e.g. SSN, home address, or medical info) ____
- Related to an ongoing civil or criminal investigation ____
- Could identify a confidential source ____
- Would reveal EPA law enforcement techniques or procedures ____

PLEASE SEGREGATE ANY SENSITIVE/EXEMPT INFORMATION AND IDENTIFY IT AS SUCH.

Can documents go straight to the Federal Record Center (archives)? Yes ✓ No ____
(Documents can be recalled from FRC in 48-72 hours)

1. Screening Inspection Notebook 7/1/11
2. Screening Inspection Report 7/27/11
3. Full Inspection Report 9/11/12
4. NOV Status Report 9/13/13

THE ORIGINAL
MARBLE COVER-36 SHEETS

NAME 7-1-11
Screening Inspection of
Canton Drop Forge MBeeDR

WIDE RULED
ROARING SPRING, PA 16673

CANTON DROP FORGE

Brad A. Ahbe
President

4575 Southway Street S.W. • Canton, Ohio 44706
(330) 477-4511 • Fax: (330) 477-2046
E-mail: bahbe@cantondropforge.com
www.cantondropforge.com

7-1-11
Arrived 8:45 AM EDT
Keith Houseknecht
Manager, Plant Engineering
330 477 4511

Forging
Bars 4" - 15"
20 feet long
Cut it heat it 2200 - 2400
put steam forging unit
closed die cavity
size top bottom
hit together to it fits
excess trim that off
minor grinder
hand
heat treatment -
Acid
lubricants petroleum based oil

(2)

used oil sent offsite
machine shop dies by
couple of yrs
Clean out recirculating
lines acid clean
lime bldg up cleanout
CR Scrap metal to
Timken
Alloy steel Chrome some
Forging stronger than casting
Forging grains
Rail Engine component
windwells
last yr good
Arony Air Corp Pool
Dielube
Flags and Netting

#1 pond put Flags &
netting to prevent geese

Flag put on in spring
Netting last yr
has to replace occasionally
yrs ago occassionally
occassionally pump it
off and recycle it
once every five yrs
clay lined
storm vu mody
pond 1 to pump ~~Brick~~
pict Pond 2

Brick scale (Church Steel)
~~Sand~~ landf Bordine
landfill have test h
no haz to landfill

(4)

330 employee
Keith 20 yrs

pond 2
netting
lost VR
flags this year
water from pond
surface water
drains some from
down spilling
cooling H_2O from operating

Oil spill at pond
pond 2 has more
oil per Keith
why they pump
skim off

(5)

3 x 275 gallon tote
+ 10 drums

37 x 55

Some labeled used oil ~~OK~~
Some dirty 8 dirty
2 used

Skimmer on pond

pond 2 not fully ~~[illegible]~~
occasionally run skimmer

---

pond 3 picts
pond 2 overdrain
pond 1 mainly storm runoff
drains from the director ~~[illegible]~~

(6)

Zoll Screening
prior to this page
WB 7/27/12

(7)

Aug 6 2012
1:30 pm Starts

Scan Denman
Safety

Brad Anbe
president

Keith Retired 14 months

Ed
Cher Salley
Mike Beedle
Mike Blankestyn PE
Micky Terankous
Mark Monroe

Scan - lead guy -

S

(8)

8/6/12

Mike, Mark,

Safety Video
Documents
log - recieve copy

Canton Drop
1903 founded downtown
1983 - site built by govt
manage by family fourlane sect
1952
Large hammer steam hammer
coal boils Natural gas
of NO.6 oil
2600°F
Die in hammers
heat treat
Clean shot or grit
Inspect part and visually
magnaflux.

8/6/12

(9)

power generation sold to Asic
turbine parts Blades
Industrial gear - fairfield sell overseas
Aerospace landing gear engine

oil field Appliances
Fracking
locomotive

1942 - 3 unions
have notify Steel workers
Die shop machinists
International Engr

400 Employees
1981 same owner Jim O'Sullivan
24 hour 7 days
but not every dept.

10

8/6/12

Bar
Alloy steel
Carbon steel
Super Alloys high Nickle Alloys
No Aluminum
No Brass

heat in furnace rotar ~~gas~~ furnace
Natural Gas or oil
9-10 furnace

big hammer 30,000 lb hammer
3 x 25,000 lb
14,000
10,000
hydraulic presss
trim flash

8/6/12

Natural Gas
2006 Switch.
Boilers
Burnt waste coal -
Forced Natural
heat treat furnace gas
-

12% Chrome -

Taller furnace -
high temp high velocity
replacement of old furnace

50% 70% heat treat
Cleaning Shott Blast
Aluminum oxide

Waste
fly ash scrubber boiler
pellet
scrap floor

12

8/6/12

lime cakes filter press
~~high f~~
brick motor
ovens
universal waste lamp
Bag house
shot Blast

Sell recycling sell back
to Timken
Recycle
Dubro Cleveland
filter process buy it
back
~~hydr~~ part lubricate
dye lube
petroleum graphite added
by product

8/6/12

3 ponds - Skimmed
water system

3 Quench Tanks

Dept. of Energy State of Ohio
Report Regarding

Steam power

live Steam to remove
Scale off parts

No City Water
Bottled Water drinking
Qtrly testing wells 400 feet
No City Water
Watertower feeds hydrant onsite

8/6/12

process H_2O to pond system
exception to it
Lime Cake water
to Massillon
Perry Township
City Massillon
Sanitary to City of Massillon
Perry Township
fire protection

Rye
Welding - Rye
Scarfing - Rye

8/6/12

Work question
refractory
sweeping

3 ponds

3 pond notes testing
no discharge

Bond investors

Activity
recyclable
recent Activity at 2
Netting keep geese out

recent gravel at tank

16

8/6/12

3 boilers

1 cool

2 Natural gas
No 6 fuel oil

No 6 2008 or so

SAW Dept

JJ Solid waste

4 pesetter

pond 1

remediated
mid 90

8/6/12

Bio Remediative

Buss
6" Clay
Backfill
OB

Waste pile
scraped floor
by Pond one

Southend oil/H_2O
Seperate
12 years ago
Forged Shop South End

Oil House

18.

8/6/12

Premise oil

Kerosene
Steam H_2O
to Clean
Kerosene H_2O
to Oil water separate

Forging

Nitric Alcohol
Nital methanol

Wash down to
Nitric
Alcohol
Small amount
20ml reveal structure

8/6/12

look at under microscope

porosity

sound

Structurely

grain flow

Casting Brittle

Casting lower impact

Sewer Nitric isopropyl

20ml

End 4:30

20

8/7/12

Lime Sludge press Thing to the tour
Plate Water oil separate
south End oil water separation

3 pond

used oil die
contained

---

tour
125
pict 1 Lime cake on hill
on ground
then box pict 2

Fly ash pit

8/7/12 21

Yard area
Wet fly ash
Dropped in pit
dsys out
then pickup w/ backhoe

Separate rolloff

flyash pit 4+5
pile 6

Hilti gun for stamping
Pict 78

22

8/2/12

one
A year ago or so

Flyash
pid 10 pond 3

pm for oil removal
from tank
cylinder oil tank
Tank
preventative maintenance

MPZ schedule
recycling oil
to totes

11 tank
no used oil stick 12 tank

8/1/12

Tank

13 hose to sewer

14 lime hose to sewer

15 T that controls tank flow to sewer

16 17 +

60% to weight of tank

Pond 1

pict 2-18 or 50

NW corner

Smelled like oil

Packing South

24

4/7/12

19 facing East

20 pc

21 middle west
facing south

SW corner
facing
22 NE

23
24 Sleeping

25 South middle
facing North

SE Area facing NW

8/7/10

Pond 1

KH

Kistal determine what to pump

Willie Roberts

Pump

Mike Slates

Would know

back court yard drain

Drain oil/water

separator could end up here

no skimmer

Someday bring in skimmer

pull drain pond

soutside

26

8/7/12

pict of pump

pict of pipe & pond 1

pict separator

2 pict floor sweeps

3 pict of drain

Die shop

pict

2 used oil

drums marked

8/7/12

pond 2
NW corner
3 photos

10 yards drain
2 pict SW corner

Midsouth pond 2
pvl [illegible]

by rock ½" oil estim

pond 2 smells like oil

pict SE corner

28

8/7/12

Totes

Mag oil

Micro silver

Friday out

Per Sean Drum totes

took out from down

at pond on Friday

Oil / H_2O separator

Tank not labeled

Used oil

Sean did not see one

Retinol now cargo

2 pits

8/7/12

Scarf
welding Scale Ask for Tomorrow
4 9/15 Summer

~~Oct~~ 8/8/12
Tour
Universal Lamp
labeled
waste lamps
Dated 6/4/12
Closed

OK

Close out 3PM to
used oil labeling
used oil ponds
waste determinations - scarfing
Dust collectors

30

Micky Air Issues - Lime
Mark Sewer - Mission
Chris EPCRA - PCB

U. S. Environmental Protection Agency
Region 5, Land and Chemicals Division
RCRA Branch, LR-8J
77 West Jackson Blvd
Chicago, IL 60604

RCRA COMPLIANCE EVALUATION INSPECTION REPORT
as Part of a
MULTIMEDIA INSPECTION

SITE NAME:	**Canton Drop Forge Inc**
EPA ID NUMBER:	**OHD004465142**
ADDRESS:	**4575 Southway Street SW Canton, Ohio 44706**
DATE OF INSPECTION:	**August 6-8, 2012**
EPA INSPECTOR:	**Michael Beedle**

PREPARED BY: _____ 9-11-12
Michael Beedle **Date**

ACCEPTED BY: for _____ 9-11-12
Paul Little, Chief, CS2 **Date**

Purpose of Inspection

This inspection was an evaluation of the Canton Drop Forge Inc's compliance with hazardous waste, used oil and universal waste regulations found at Ohio Administrative Code and the Code of Federal Regulations. I performed the inspection with Cher Salley (MMI Team Leader), Michele Jencius (Air), and Mark Moloney (Water) as part of a Multimedia Inspection. My portion of the inspection was an RCRA Compliance Evaluation Inspection (CEI).

Participants

EPA Inspectors:
Michael Beedle, RCRA
Cher Salley, MMI Lead
Michele Jencius, Air
Mark Moloney, Water

Representatives of Canton Drop Forge Inc (CDF):
Brad Ahbe, President, CDF
Sean Denman, Safety Director, CDF
Keith Houseknecht (retired) Plant Engineer, CDF
Michael Blanestyn, Project Manager, TRC (consultant)

Introduction

The inspectors arrived at the site at approximately 1:30 PM. We introduced ourselves; presented our inspector credentials and business cards; and described the purpose and the process of the inspection. Messrs. Ahbe, Denman, and Houseknecht provided us with a description of the site operations. Messrs. Ahbe, Denman, and Houseknecht led various portions of the tour. Mr. Denman and Houseknecht provided us with the records we requested for review. Canton Drop Forge has approximately 400 employees. The site operates three shifts 24 hours a day and 7 days per week. Not all operations are on that schedule. We provided a small business and compliance assistance information to Mr. Denman.

Site Description

There was general description of the facility on the first day and a more detailed description given on the second day of the inspection. The third day of the inspection included clarification of operations. Canton Drop is a forging plant. The site purchases steel bars of various grades including stainless steel and chrome alloys. The bars are cut, heated in a furnace and placed into a die. The die is two large steel blocks with a cutout of the part dimensions. The forging hammer strikes the top die onto the bottom die on an anvil. The part is cooled and finished. The finishing includes trimming of the flash, blasting, heat treating, grinding, scarfing and welding.

Parts are made for power generation turbines, industrial gears, aerospace landing gear, oil field valves, locomotive engines and cars, and various other applications. The parts are relatively large

and compete with casted parts. The parts are typically machined offsite by the customer into the finished part.

The plant has three steam boilers. Two boilers are natural gas fired and one boiler is coal fired. The natural gas boilers can also be fed No.6 fuel oil to produce steam. The steam drives the forging hammers. The site has 13 forging hammers. The site operates approximately 10 furnaces for heating steel.

The site has water wells that supply the water for facility operations. The well water is treated using lime and soda ash (hot process softener). This system softens water used in the plant. There is a lime cake waste generated through a filter press by the hot process softener. The wastewater from the filter press is discharged to the sewer that leads to the city of Massillon public owned treatment works.

The forging hammers steam is returned to the hot process softener. Cylinder oil lubricates the hammer. A small amount of the cylinder oil is carried back with the steam to the hot process softener. Prior the softener the oil is captured on a plate system. The captured oil is drained to an above ground storage tank that acts as an oil water separator. Water from this tank is fed by gravity into the sewer to the POTW.

The site operates three ponds (surface impoundments). Pond 1 is on the west-side, pond 2 is near the middle, and pond 3 is on the east-side of the property. CDF representatives said the site is designed for surface runoff to drain into pond 1 or pond 2. The majority of site wastewater is conveyed by sewer to pond 2. Pond 2 is pumped from the bottom into pond 3. CDF personnel said that pond 3 does not discharge to a water body or sewer. They said that pond 3 only evaporates or percolates into groundwater. Pond 1 was described to capture storm water run-off and have a couple sewers that drain to it. Pond 1 is pumped into to pond 2 as needed as determined by CDF personnel by visual inspection. Pond 2 water is pumped into pond 3 as determined by level floats on pond 2.

Oil lubricant is splashed onto the die to facilitate the forming of the part. The lubricant is conveyed to the sewer. There is a rope oil water separator on the south side of the forging building. The separator was reportedly installed approximately 12 years ago. From the oil/water separator the sewered material is primarily conveyed to pond 2. However overflows from the separator can go to pond 1. Pond 2 also receives water from boiler blow-downs. There is a rope oil skimmer at pond 2. The oil skimmed is removed into an above ground storage tank. The oil from the tank is pumped into totes and barrels. The material is sent offsite for recycling as used oil.

The site generates used oil, universal waste lamps, swarf, floor sweepings, lime cake, spent blast media, boiler fly ash and bottom ash, scale and furnace bricks. The swarf, spent blast media, bricks, and scale are combined into the floor sweepings waste pile on site. The wastes are managed as one non-hazardous waste stream described as floor sweepings.

The site occasionally generates hazardous waste. The site will perform an acid cleaning of the furnace water seal scale. The waste generation from this process is greater than 1,000 kilograms for the month of cleaning. The cleaning was reported as occurring every three or more years which last occurred in 2007. The site has generated paint hazardous waste and batteries in 2011. Fly ash is captured by a wet scrubber. The ash is first discharged to a sump. The ash is removed from the sump and then placed into a pit on the site property to dry. The ash has been used as a product in various applications but is currently landfilled.

The site cleans dies with kerosene to remove oil, graphite and dirt. The die is then blown off with steam. The liquids are conveyed to the sewer below the Forge Shop building into the oil water rope skimmer at the south end of the building.

The site has a Die Shop where forging dies are maintained and repaired. The building stores used oil in 55-gallon drums. Safety Kleen services the parts washers throughout the plant. The solvent used in the washers was reported to have a flash point above 140°F.

Site Tour

There was a general facility tour on the first day and a more focused tour on the second day. We toured the site observing operations, the three ponds, above ground used oil tanks, 55-gallon drums of used oil, used oil totes at pond 2, the floor sweepings waste pile, the lime waste pile, lime roll-off box, fly ash pit, and universal waste lamps. I took photographs of the various waste management areas during the second day of the inspection. See the photographs in Attachment A.

August 6, 2012, Tour

On the first day of the inspection we started the tour going through die and raw bar product outdoor storage. We went to pond 3. The pond 3 did not have oil on it and ducks were observed on it. Pond 3 was reported to have no discharge. CDF personnel said that the water added to pond 3 is evaporated or percolates to groundwater.

We continued to pond 2. The pond had oil on it and a rope skimmer. Pond 2 has flags and netting above it. Some of the netting was in contact with surface oil on pond 2. There was a rope and above ground storage tank at pond 2.

There appeared to be recent activity at pond 2 including the placement of gravel on areas near the used oil tank and skimmer. These areas were observed to be oil stained during the site screening inspection in July 2011. There were only three totes located near the pond. There were many more totes and barrels during the screening inspection. The totes were labeled "Used Oil". The tank was not labeled or marked "Used Oil". I asked about if there was recent work done at pond 2. Mr. Ahbe reported there was. He said the work was related to investor interest in the company. The netting and flags over the pond were reported by CDF personnel to keep geese out of the pond.

We went through the Saw Department and the Forging Shop. We observed bar being cut and parts being forged. We observed the oil lubricant being splashed onto a die during forging. We observed an area where dies are cleaned with kerosene and steam. The kerosene and water goes into a floor drain that goes to the oil/water separator.

We went through Upsetter Department building and observed heating and shot blasting operations. We went to pond 1. There was oil on the banks and surface of pond 1. There were flags and netting on pond 1 to keep geese off it. We observed the oil/water separator near pond 1 at the south side of the forging building. The separator was an in-ground sump with an above ground rope skimmer where oil is removed into a tote or drum. It was reported that the majority of the water from the separator would go to pond 2. However overflows from it could go to pond 1. It was reported that pond 1 was remediated in the mid-1990's.

There was a large waste pile outside between the Upsetter Department and Forging Shop buildings. It was the floor sweepings. The waste was not homogenous with the appearance of various wastes in it. It was reported that J&J Refuse waste services hauls the waste stream for disposal offsite.

We went to the lab. The lab does a test on forged parts that uses nitric acid and methanol. The nitric acid and methanol wastes are poured down a sink that drains to the POTW. We went to Die Shop where die tooling, repair and maintenance are done. There were two used oil 55-gallon containers that were marked "Used Oil" in the shop.

The first day of the inspection ended at approximately 4:30 PM.

August 7, 2012, Tour

The second day tour started at the area where lime from the filter press is placed on the ground. There is a lined roll-off box where the lime waste is placed prior to shipment offsite. See photos 1-2. We next observed the pit where fly ash is dried and pile of fly ash. See photos 3-5.

There was a lone drum near pond 3. The drum contained "Hilti" spent cartages. The Hilti gun is used imprint CDF information on forged parts. The cartages were similar to 22 caliber brass cartages in a plastic strap. See photos 6-7.

We walked around pond 3. We did not observe any conveyance system offsite of pond 3 water. I observed bottom ash near pond 3. See photos 8-9. Photo 10 is of pond 3 including the piping discharging water from pond 2.

We continued to the area where steam is returned to the hot water softener. There was an approximately 2,000 gallon above ground storage tank where oil/water is conveyed. The tank is used to separate oil from the water. The oil is removed and managed as "used oil" on a quarterly basis. The oil is removed into an approximate 300 gallon tote. Water from the tank is discharge through gravity into the sewer to the POTW. The gravity discharge is at the bottom of the tank. The level is done through hydraulic pressure. The level in the tank must exceed the level of a t-valve located outside of the tank. Photos 11, 12, 15 and 16 are of the tank. Photos 13 and 14 are

of flexible hose from the tank into the sewer. Photo 14 includes the flexible hose from the lime filter press into the sewer. Photos 15 and 16 include the t-valve. I estimated the level of the t-valve to be at the 60% full mark of the tank. Photo 17 is of the lime filter press inside of the Saw Department building.

We went to Pond 1. The area smelled like oil. There was oil, nets, and flags on the pond. The pond banks were covered with oil. The nets in various areas were in contact with oil on the pond. Photos 18-29, 31, 32 and 37 are of the ponds and immediate area. The pond photos start at the northwest corner facing south east and circum the pond to the northeast side of the pond. Photos 23 and 24 are of oil on the ground high on the bank of pond 1. It was reported that when pond 1 was attempted to be remediated that the material from the bottom was removed and attempted to be bio-remediated. The bio-remediation did not work. The pond was lined with clay. The bottom material was returned and another clay liner was placed on top of the material. Photo 31 is of the pump that pumps water from pond 1 to pond 2. Photos 30 (close to the pond), and 38-40 (outside the Forge Shop) are of storm drains that leads to pond 1.

We went to the oil water separator. See photos 33 and 34. The floor sweepings waste pile is near pond 1 and the separator. See photos 35 and 36 of the pile. Photo 41 is of water pooling near die storage near the waste pile. Photo 42 is of used oil drums at the Die Shop.

We ended the tour at pond 2. Photos 43-55 are of pond 2 and the storage units near it. There was oil on the pond and banks. The oil completely covered the surface of the pond. The pond smelled like oil. There was netting and flags above the pond. Some of the netting was in contact with the oil on the pond (see photos 43-45, 47, 48, 54 and 55). Photo 46 was of a surface drainage trench into pond 2. I observed a dragonfly flying near the pond and landing on a net (photo 47).

The area near the rope skimmer was not covered by a net (photo 48). There were three totes marked "used oil" at the pond (photo 49). There was an above ground storage tank at the pond (photos 50, 52, and 53). The tank was not labeled or marked used oil. Near the pond were puddles of oil/water (photo 51). Mr. Maloney tossed a rock into the pond. It appeared to be at least ½ inch of oil covering the whole surface of the pond.

It appeared like there was recent work done by the pond. I observed recent tire tracks in the area. Mr. Denman stated that totes and drums were removed on the Friday prior to the inspection. I mentioned to Mr. Denman that the tank at pond 2 was not labeled or marked "used oil". He looked and did not see any markings or labeling either.

The second day of the inspection ended shortly after the tour ended at about 4:15 PM. I summarized the labeling/marking requirement for used oil tanks.

On August 8, 2012, I went and observed universal waste lamps in a box. The box was closed and dated 6/14/2012.

Record Review

The review of records predominately occurred on the second and third day of the inspection. A general site diagram was provided on the first day of the inspection. Additional diagrams were provided thereafter. See Attachment B for the site diagrams. The site also provided an informational brochure during the site description and record review. See the brochure in Attachment C.

Mr. Denman provided the majority of the records including files for the Air, EPCRA, Waste and Water portions of the multi-media inspection. I reviewed waste profiles/characterizations, waste analysis records, manifests, land disposal restriction notifications (LDR). I completed small quantity generator, small quantity universal waste handler and used oil checklists during the record review. See the checklists in Attachment D.

Mr. Denman made scan copies of the following records that were reviewed for the RCRA portion of the inspection: 2007 manifest shipment of waste acid and 2011 manifests of batteries and paint waste (Attachment E); 2009 Ohio EPA NOV and hazardous waste report (Attachment F); 2007 notification (Attachment F); MSDS for steel shot and aluminum oxide blast media (Attachment G); oil analysis for three types oil used onsite (Attachment H); used oil shipments bill of ladings and other related information (Attachment I); preventative maintenance procedures for the oil water separator and the cylinder oil collection tank (Attachment J); (Attachment K); and TCLP analysis records for refractory, fly ash, floor scrapings (sweepings), and lime cake done in 2011 (Attachment L). Diagrams for the oil/water separator and sewers were also scanned and provided for review (Attachment M).

A used oil shipment to Everclear located in Austin, Ohio, occurred on August 3, 2012. The shipment was 5,800 gallons of used oil shipped in a tanker truck. On the same day, 132 55-gallon drums and two poly totes were shipped off. The totes and drums contained used oil and were pumped out into the tanker truck. The empty drums and totes were sent offsite for recycling. Copies of the manifest for shipment of oil, waste profile and bill of lading of empty containers shipped just prior to the inspection are in Attachment N.

Mr. Houseknecht stated the site was designed so that no run-off leaves the site. All site storm water run-off was reported to be captured by pond 1 or pond 2. He stated that pond 1 was attempted to be remediated in the 1990's. He said all the oil, water, heavy stuff were hauled by trucks to the area between pond 2 and pond 3. He said the material was attempted to be remediated with bugs (bacteria). He said they were sold a bill of goods. The bio-remediation did not work. The material remaining after partial treatment was put back into to pond 1. Pond 1 was first lined with clay. Then the tar like material was put back in place. Then a second liner was placed on top of the material. The clay liners were reported to be approximately six inches thick. I asked about the purpose of the remediation, he said it was driven by change of ownership and financing.

The facility uses a variety of oil lubricants including: die, way, hydraulic, coolant, cylinder, bearing and quench oils. The TCLP analysis records for refractory, fly ash, floor scrapings (sweepings), and lime cake were all below regulatory levels for metals. I mentioned that waste

determinations for the blast media and swarf are required at the point of generation and not once the wastes are mixed with the floor sweepings.

We asked to speak with the person who oversees the pond 1 pumping. Mr. Mike Slates, Maintenance Supervisor, stated that the pond 1 is inspected for: level, pump status and pond height. He said pond1 is pumped when it is about ¾ full. The level depends on recent rains and it occurs every couple weeks. He stated pond 1 was pumped over the past weekend. A couple guys do the pumping and he said Bill Meyers was the person who recently worked on it.

I asked Mr. Slates about the netting and birds. He said not for a long time has there been birds at the ponds. Approximately two years ago, a goose was stuck in the net. He said the nets have been on at least 4-5 years. He said birds used to get caught in the nets and then the site went to streamers. He said the site has used streamers with flags for two years.

Mr. Slates said pond 2 is skimmed by feel approximately every 3 weeks to a month. It skimmed out into the tank. He said the site runs the pond 2 skimmer a week or two at a time. He said the tank is filled visually to approximately a foot or two from the top. The tank is then pumped off into totes. He said the oil is sent out for recycling. He believed Dubro was the one who recycles it. (Dubro supplies the die lube.) He said a float is used to determine when to pump from pond 2 to pond 3. He said the float on pond 2 is set at approximately ¾ full for the pumping to start.

Mr. Slates oversees maintenance at the oil/water separator. He said during heavy rain that the material from the oil/water separator flows to pond 1. He said that personnel look at the oil in the tank in the sump. He said there is oil there all the time. They look for a level to run skimmer. They run the rope skimmer on it every day or two. He said that the oil from cylinder oil tank is removed every three months or so and that approximately 300 gallons is removed at that time.

I provided a copy of a blank used oil checklist. During the completion of the used oil checklist I pointed out the question of related to used oil management in surface impoundments. I mentioned that EPA considers ponds to be surface impoundments. Mr. Houseknecht asked about small amounts of oil getting into the ponds. I mentioned that it appeared to be more than small amounts of oil on pond 1 and pond 2. Mr. Ahbe asked what did it matter if there was no oil in the groundwater. I asked if he knew if there was oil in the groundwater; he said no. We discussed some of the past EPA site visits and regulatory history of used oil.

Mr. Denman provided photographs of the two tanks, cylinder oil and pond 2, which were marked used oil. See the photographs in Attachment O.

Closing Conference

I summarized the used oil labeling and surface impoundment management, waste determination of the swarf and shot media issues identified during the inspection. The inspection concluded at approximately 3 PM.

Inspection Follow-up

On September 7, 2012, Mr. Denman sent me diagrams and reports for the pond 1 (Lagoon1) remediation. See the information in Attachment P. The first diagram from 1998, *Lagoon 1, General Layout – As Built*, shows six pipes go into pond 1. The Parson's 1997 report indicates that the material removed from pond 1 prior to placement back into pond 1 had concentrations of total petroleum hydrocarbons (TPH) of 36,000 to 135,000 ppm.

Attachments

A. Photographs
B. Site Diagrams
C. Site Brochure
D. Checklists
E. Manifests
F. OEPA NOV
G. 2007 notification
H. Blast MSDS
I. Oil Analysis
J. Used Oil Shipments
K. Preventative Maintenance Procedures
L. TCLP Analysis
M. Diagrams for Oil Water Separator and Sewers
N. August 3, 2012, Shipment Information
O. Marked Tanks Photographs
P. Pond 1 Documents

ATTACHMENT A

Photographs

Canton Drop Forge 01 by Mike Beedle,2012/08/07 11:22:10

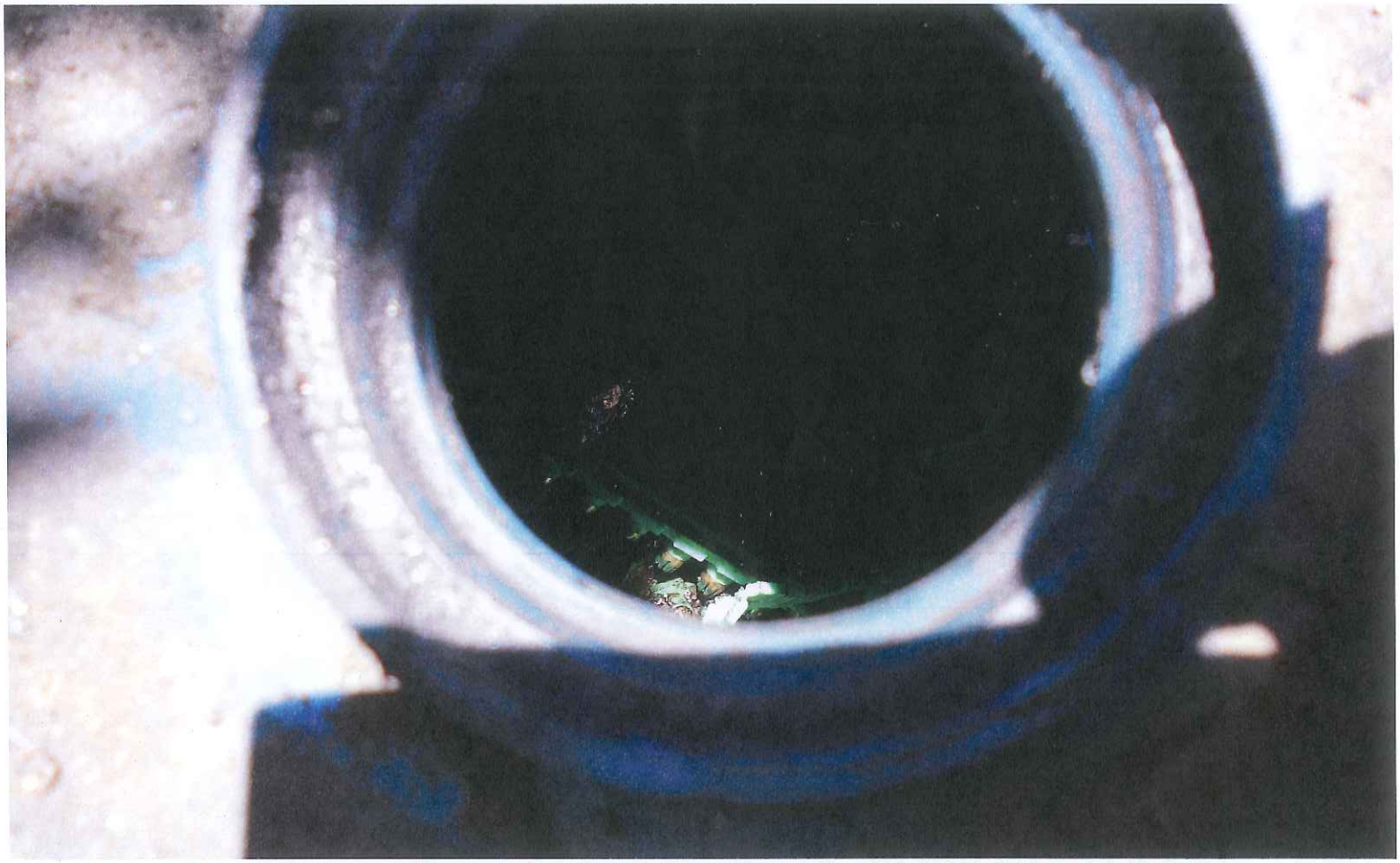
Canton Drop Forge 02 by Mike Beedle,2012/08/07 11:22:24

Canton Drop Forge 03 by Mike Beedle,2012/08/07 11:26:06

Canton Drop Forge 04 by Mike Beedle,2012/08/07 11:26:21

Canton Drop Forge 05 by Mike Beedle,2012/08/07 11:26:27

Canton Drop Forge 06 by Mike Beedle,2012/08/07 11:34:00



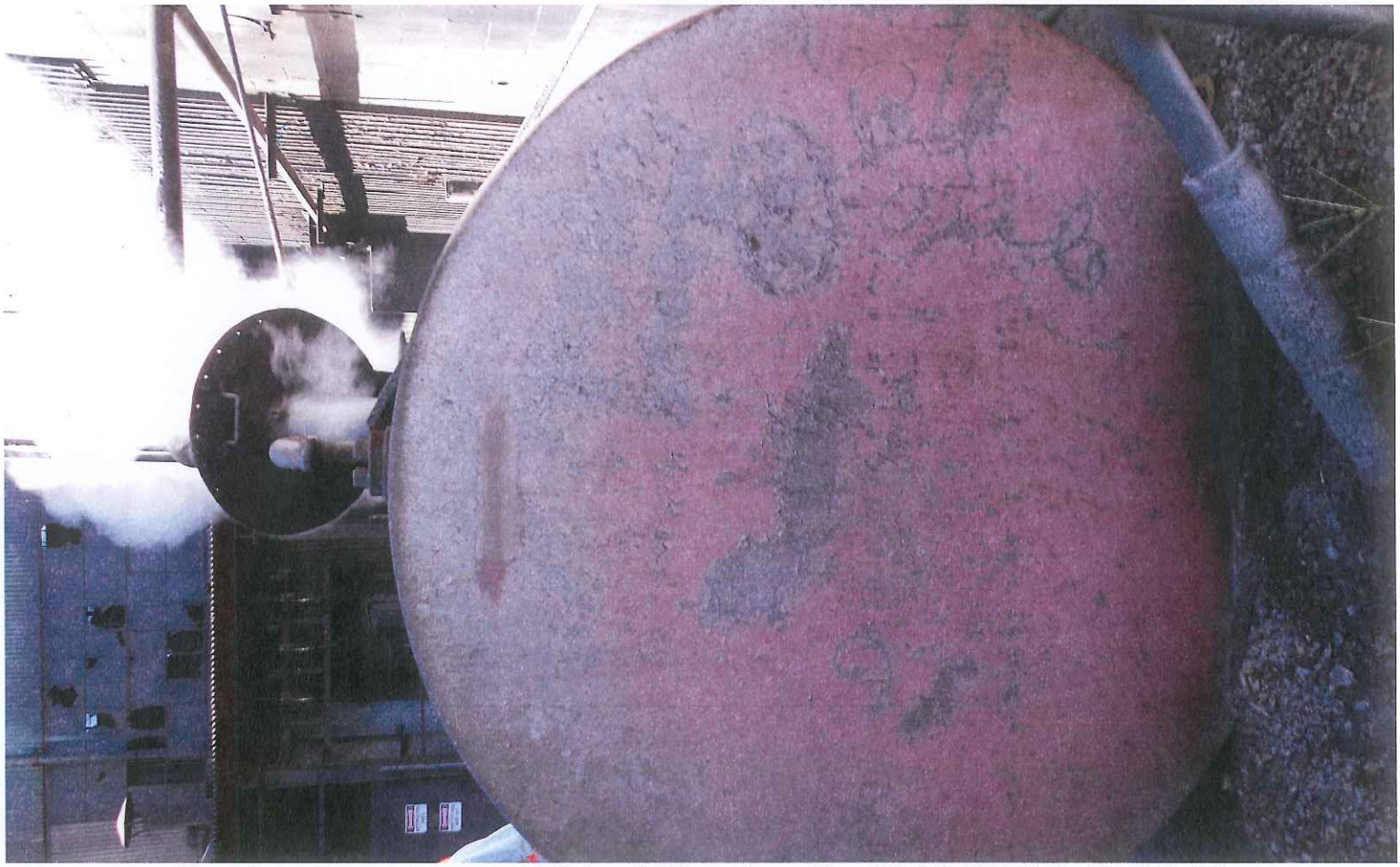
Canton Drop Forge 07 by Mike Beedle,2012/08/07 11:34:54

Canton Drop Forge 08 by Mike Beedle,2012/08/07 11:51:05

Canton Drop Forge 09 by Mike Beedle,2012/08/07 11:51:18

Canton Drop Forge 10 by Mike Beedle,2012/08/07 11:52:06

Canton Drop Forge 11 by Mike Beedle,2012/08/07 12:08:49

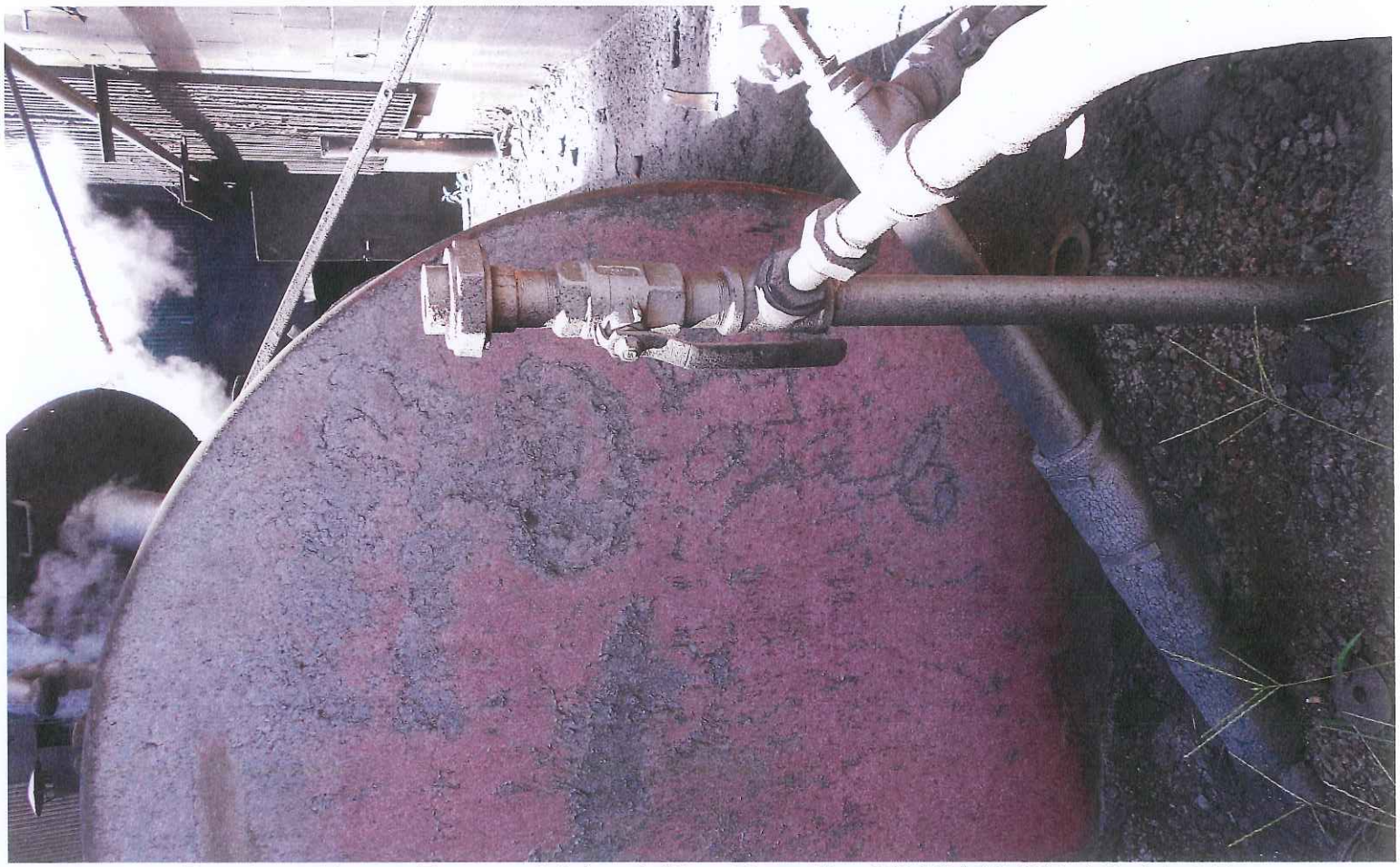


Canton Drop Forge 12 by Mike Beedle,2012/08/07 12:09:32

Canton Drop Forge 13 by Mike Beedle,2012/08/07 12:09:39

Canton Drop Forge 14 by Mike Beedle,2012/08/07 12:09:44

Canton Drop Forge 15 by Mike Beedle,2012/08/07 12:10:50

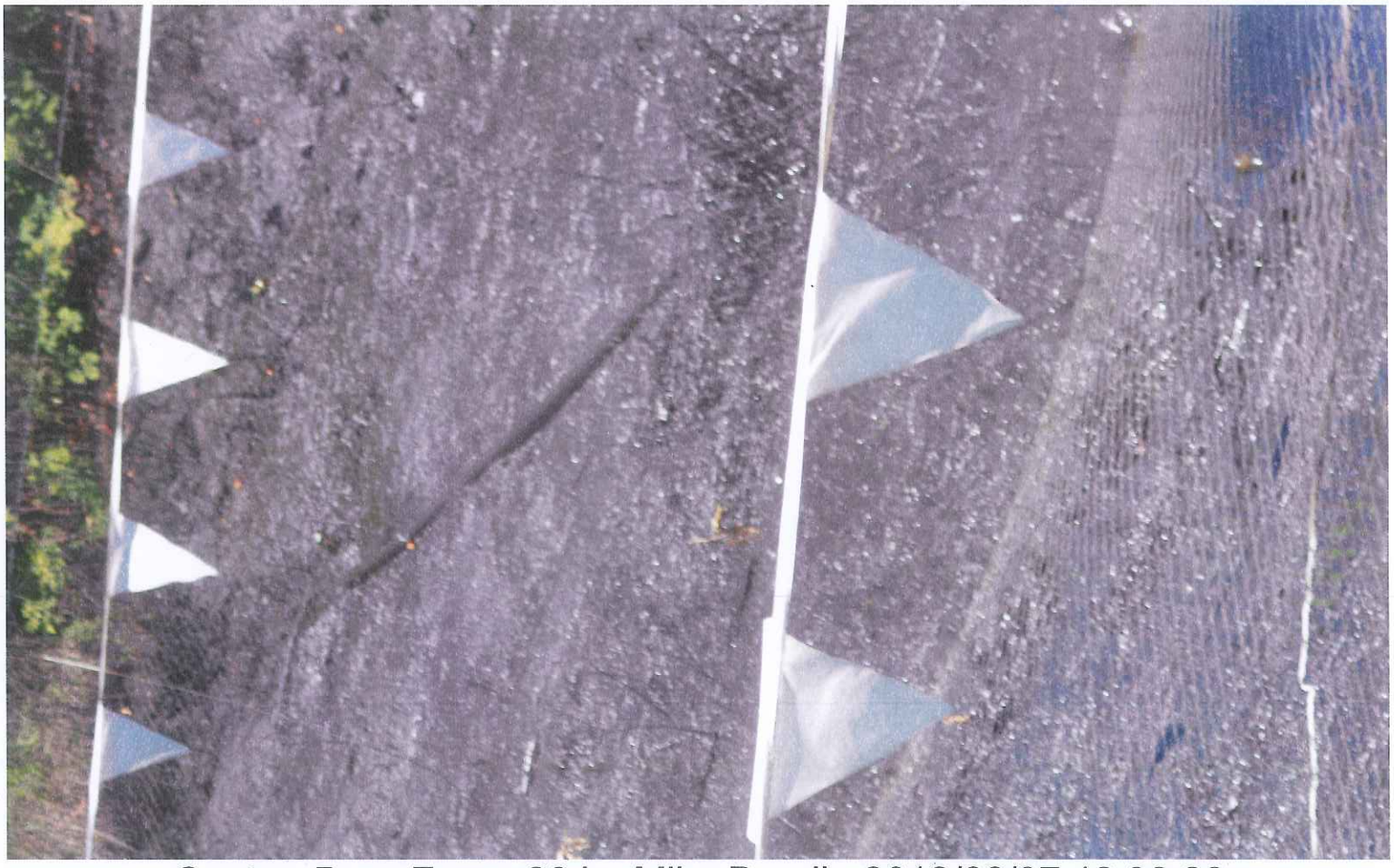


Canton Drop Forge 16 by Mike Beedle,2012/08/07 12:11:05

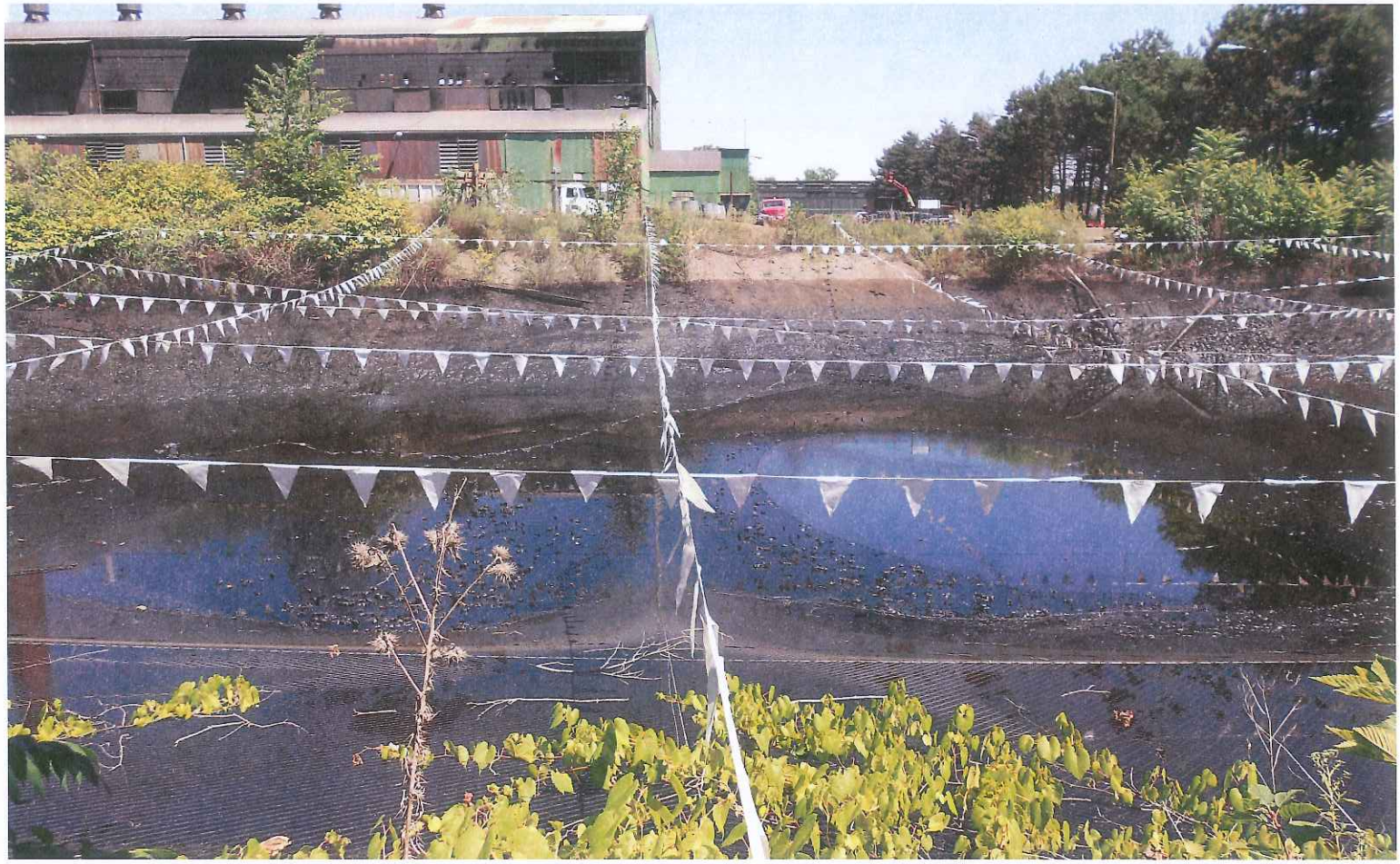
Canton Drop Forge 17 by Mike Beedle,2012/08/07 12:17:12

Canton Drop Forge 18 by Mike Beedle,2012/08/07 12:30:43

Canton Drop Forge 19 by Mike Beedle,2012/08/07 12:32:09



Canton Drop Forge 20 by Mike Beedle,2012/08/07 12:32:22



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Canton Drop Forge 22 by Mike Beedle,2012/08/07 12:34:41

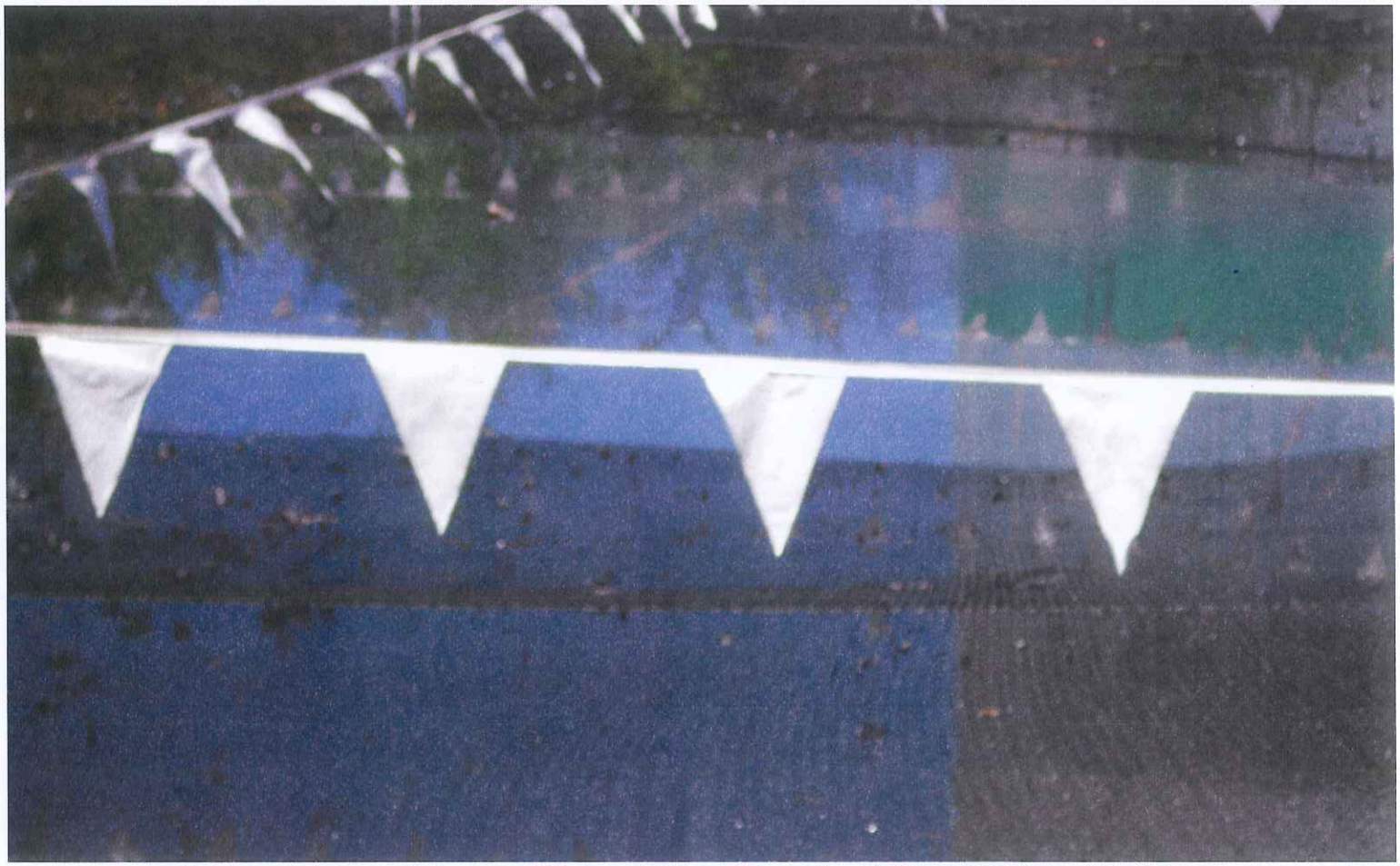
Canton Drop Forge 23 by Mike Beedle,2012/08/07 12:35:20

Canton Drop Forge 24 by Mike Beedle,2012/08/07 12:35:38

Canton Drop Forge 25 by Mike Beedle,2012/08/07 12:36:54

Canton Drop Forge 26 by Mike Beedle,2012/08/07 12:39:56

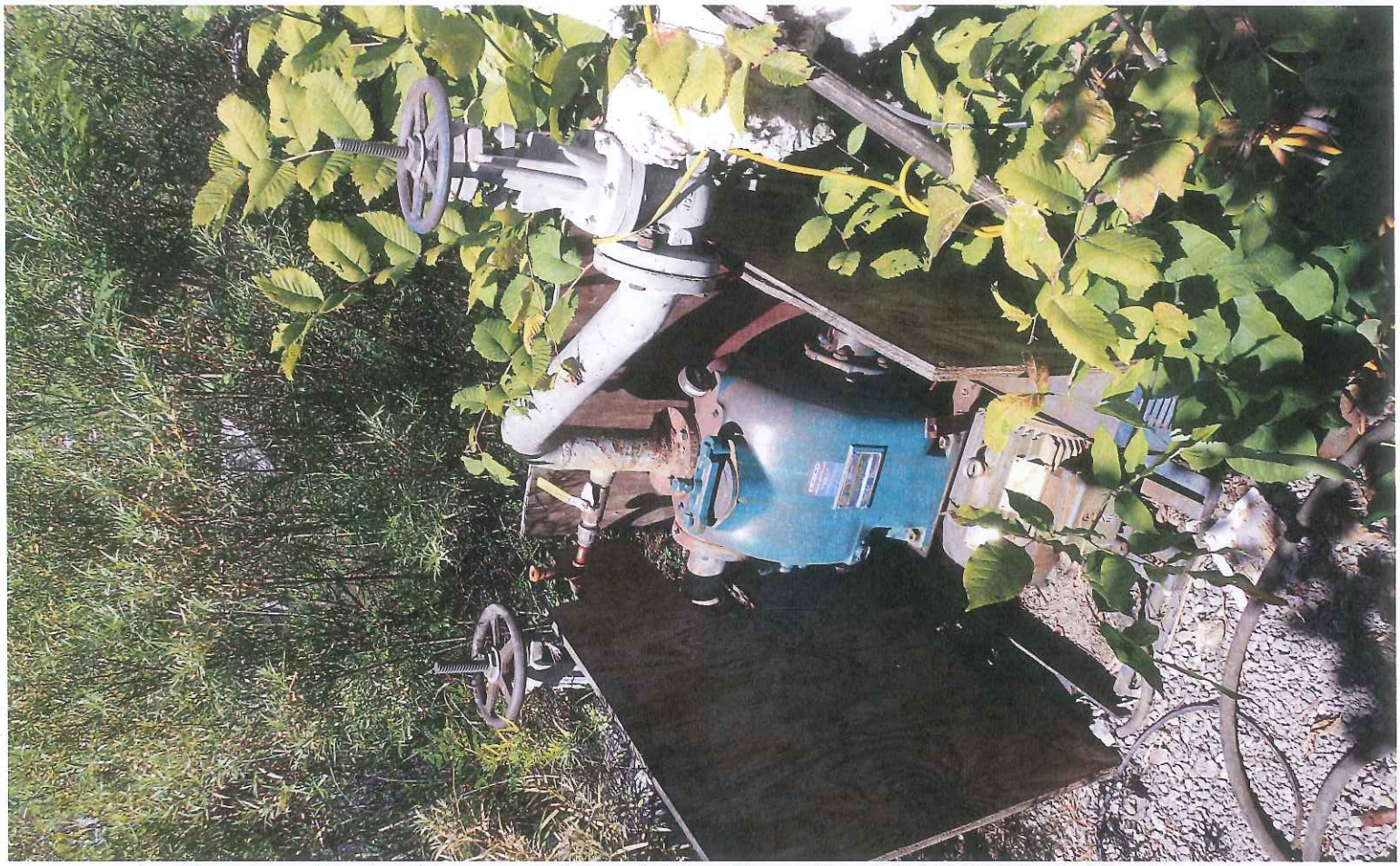
Canton Drop Forge 27 by Mike Beedle,2012/08/07 12:40:10



Canton Drop Forge 28 by Mike Beedle,2012/08/07 12:40:18

Canton Drop Forge 29 by Mike Beedle,2012/08/07 12:43:48

Canton Drop Forge 30 by Mike Beedle,2012/08/07 12:50:44



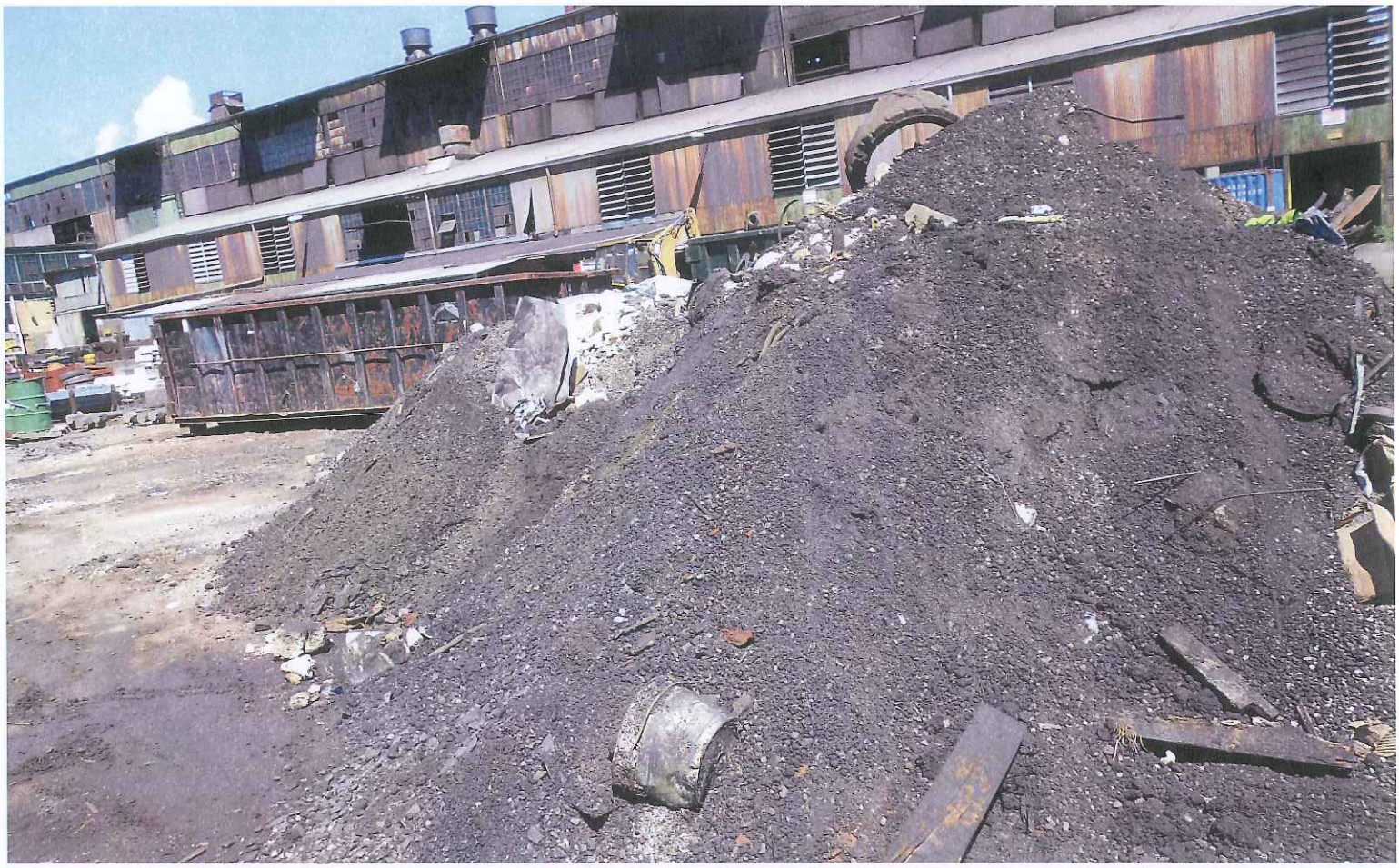
Canton Drop Forge 31 by Mike Beedle,2012/08/07 12:51:15

Canton Drop Forge 32 by Mike Beedle,2012/08/07 12:51:59

Canton Drop Forge 33 by Mike Beedle,2012/08/07 12:53:10

Canton Drop Forge 34 by Mike Beedle,2012/08/07 12:53:38

Canton Drop Forge 35 by Mike Beedle,2012/08/07 12:56:59



Canton Drop Forge 36 by Mike Beedle,2012/08/07 12:57:10

Canton Drop Forge 37 by Mike Beedle,2012/08/07 12:58:46

Canton Drop Forge 38 by Mike Beedle,2012/08/07 13:11:44

Canton Drop Forge 39 by Mike Beedle,2012/08/07 13:11:53

Canton Drop Forge 40 by Mike Beedle,2012/08/07 13:12:19

Canton Drop Forge 41 by Mike Beedle,2012/08/07 13:13:12

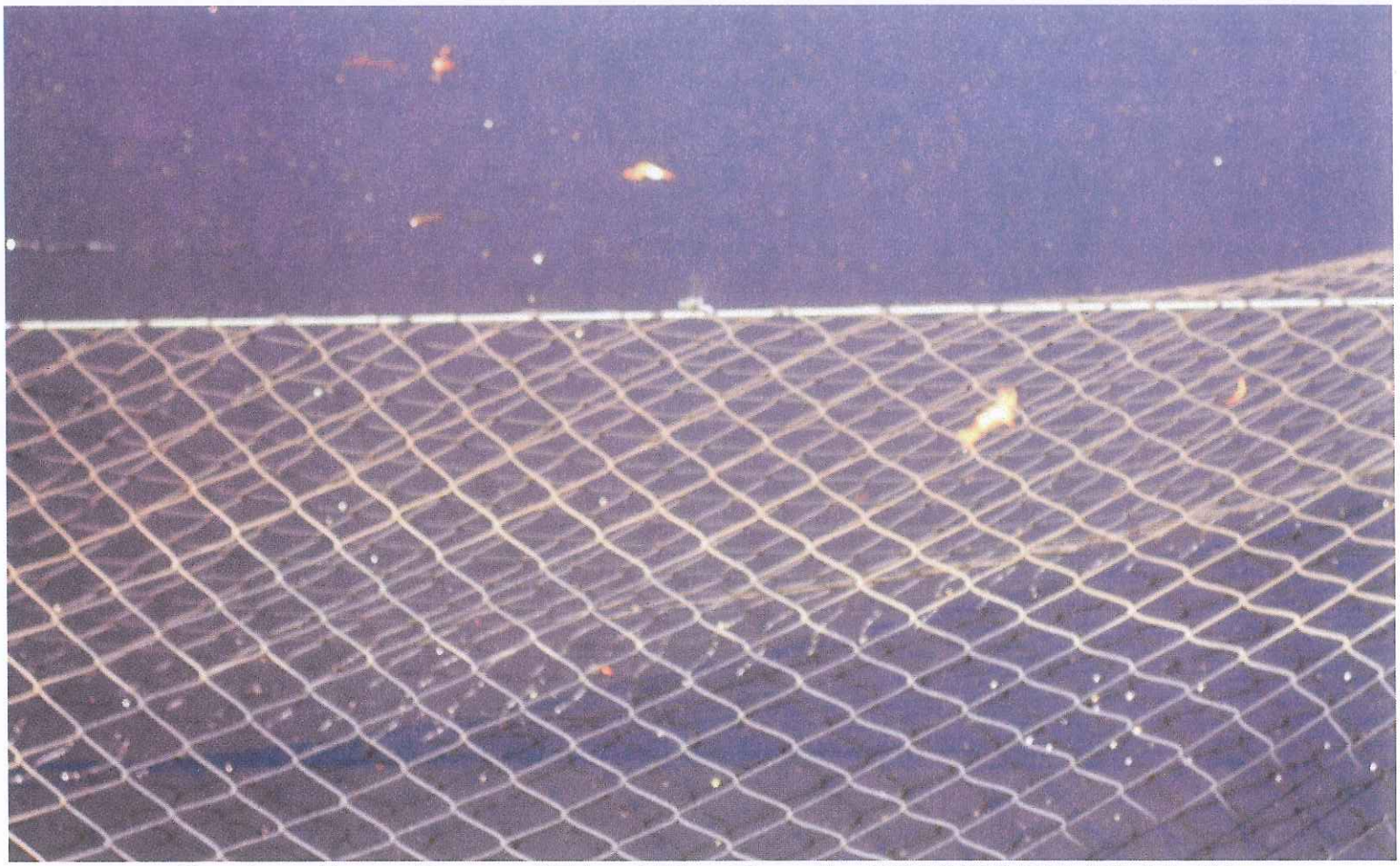
Canton Drop Forge 42 by Mike Beedle,2012/08/07 13:36:11

Canton Drop Forge 43 by Mike Beedle,2012/08/07 13:41:08

Canton Drop Forge 44 by Mike Beedle,2012/08/07 13:41:15

Canton Drop Forge 45 by Mike Beedle,2012/08/07 13:41:19

Canton Drop Forge 46 by Mike Beedle,2012/08/07 13:43:40



Canton Drop Forge 47 by Mike Beedle,2012/08/07 13:44:48

Canton Drop Forge 48 by Mike Beedle,2012/08/07 13:51:14

Canton Drop Forge 49 by Mike Beedle,2012/08/07 13:52:01

Canton Drop Forge 50 by Mike Beedle,2012/08/07 13:53:59

Canton Drop Forge 51 by Mike Beedle,2012/08/07 13:54:16

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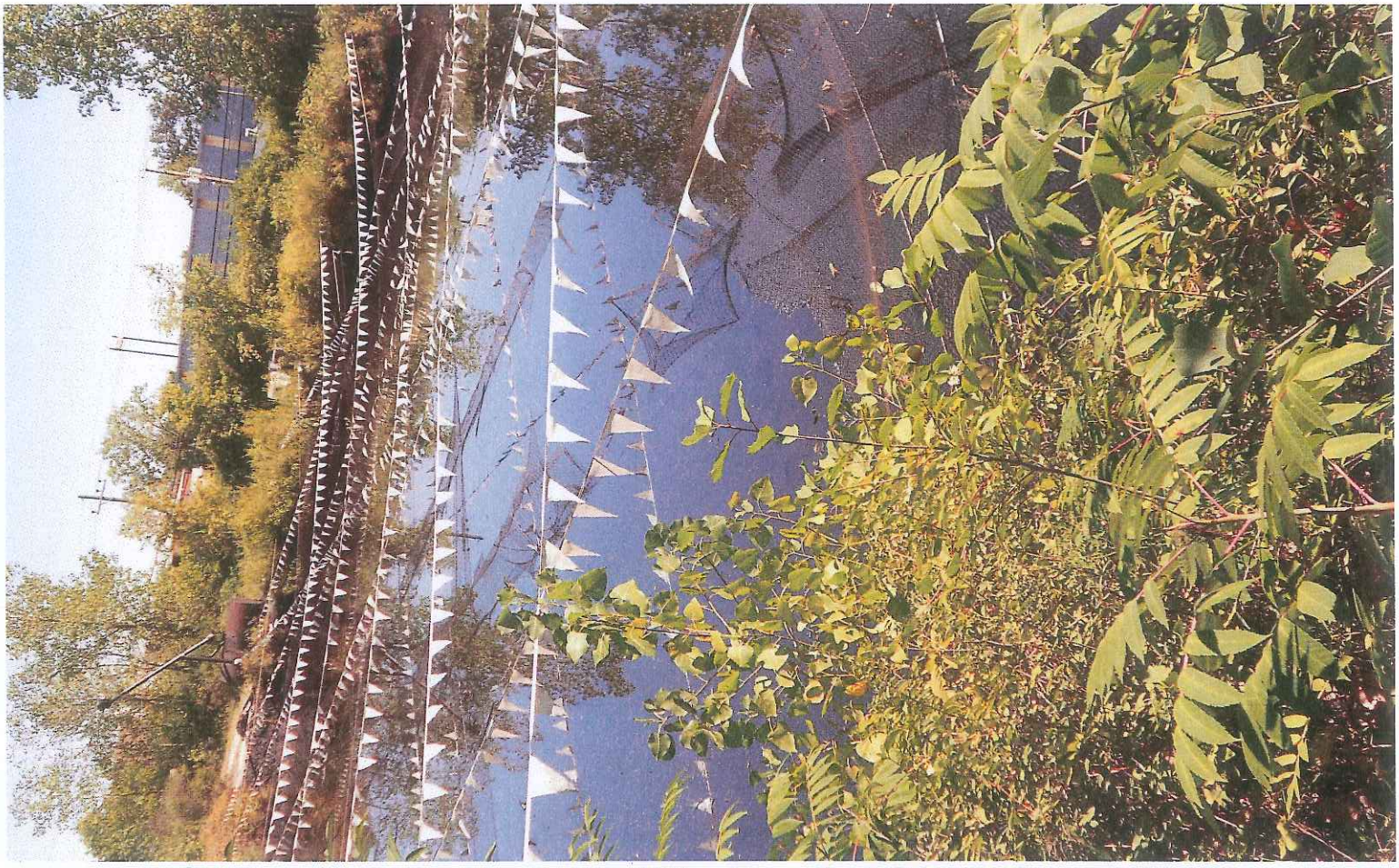
Canton Drop Forge 53 by Mike Beedle,2012/08/07 13:55:23

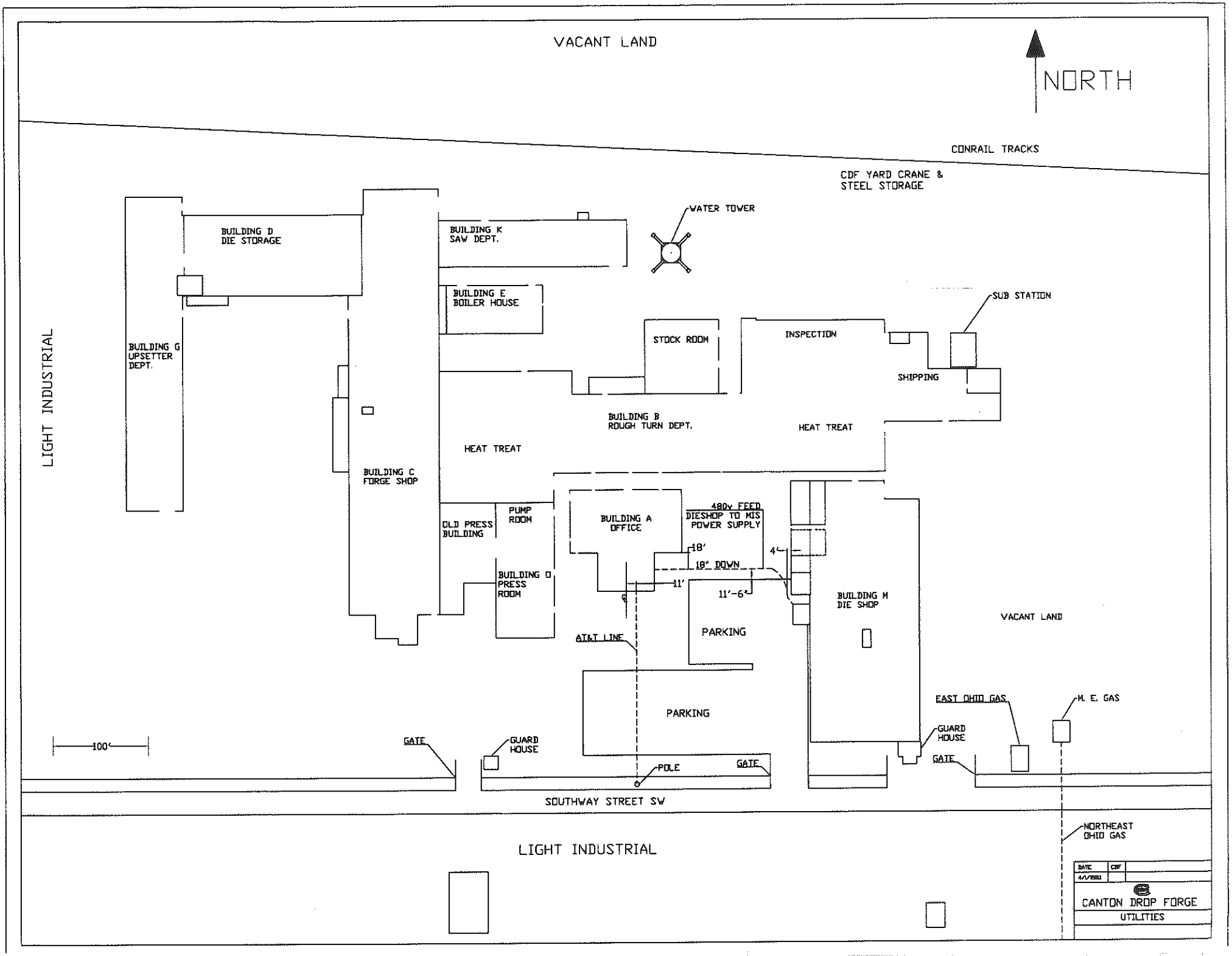


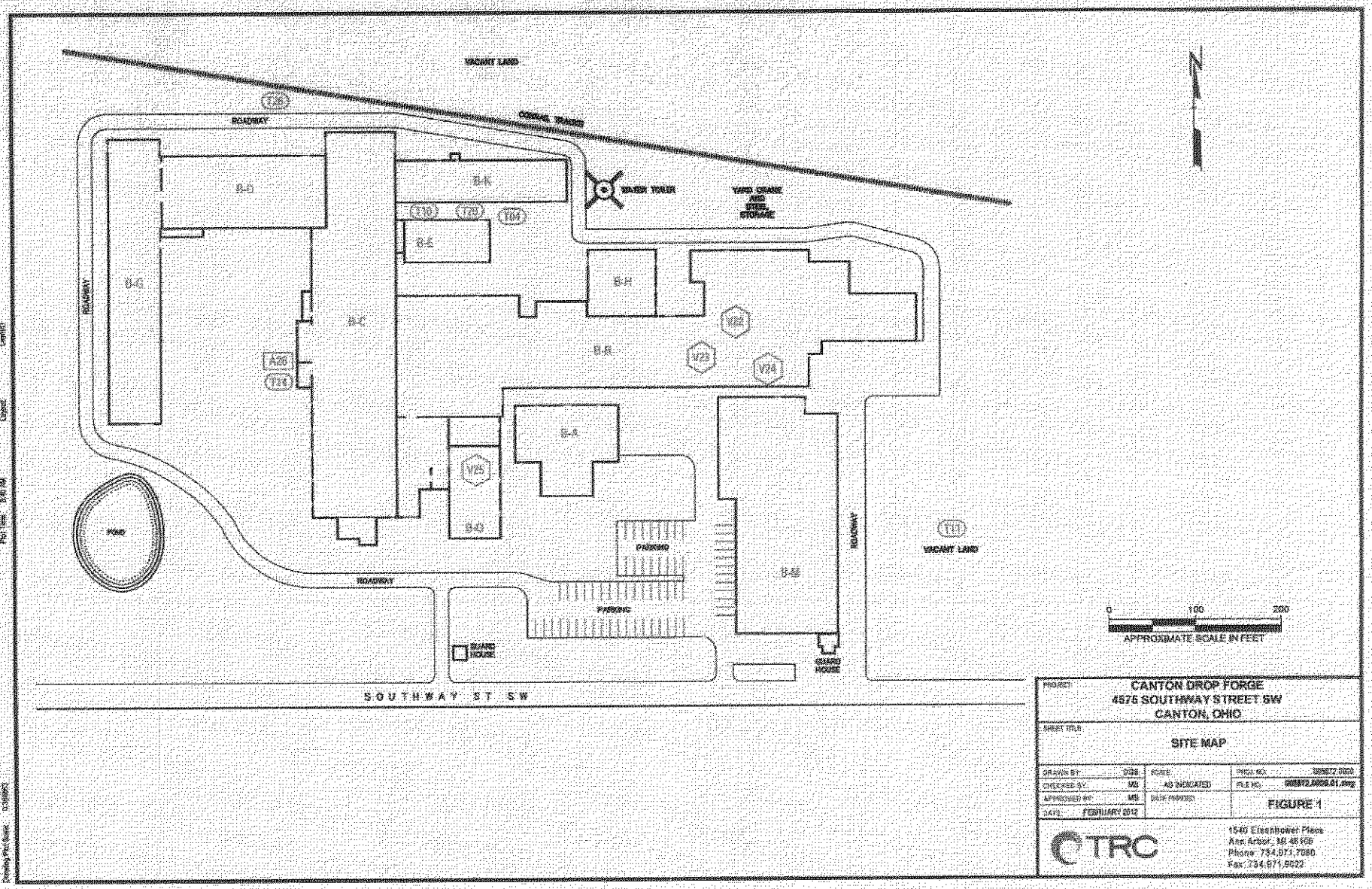
Canton Drop Forge 54 by Mike Beedle,2012/08/07 14:00:32

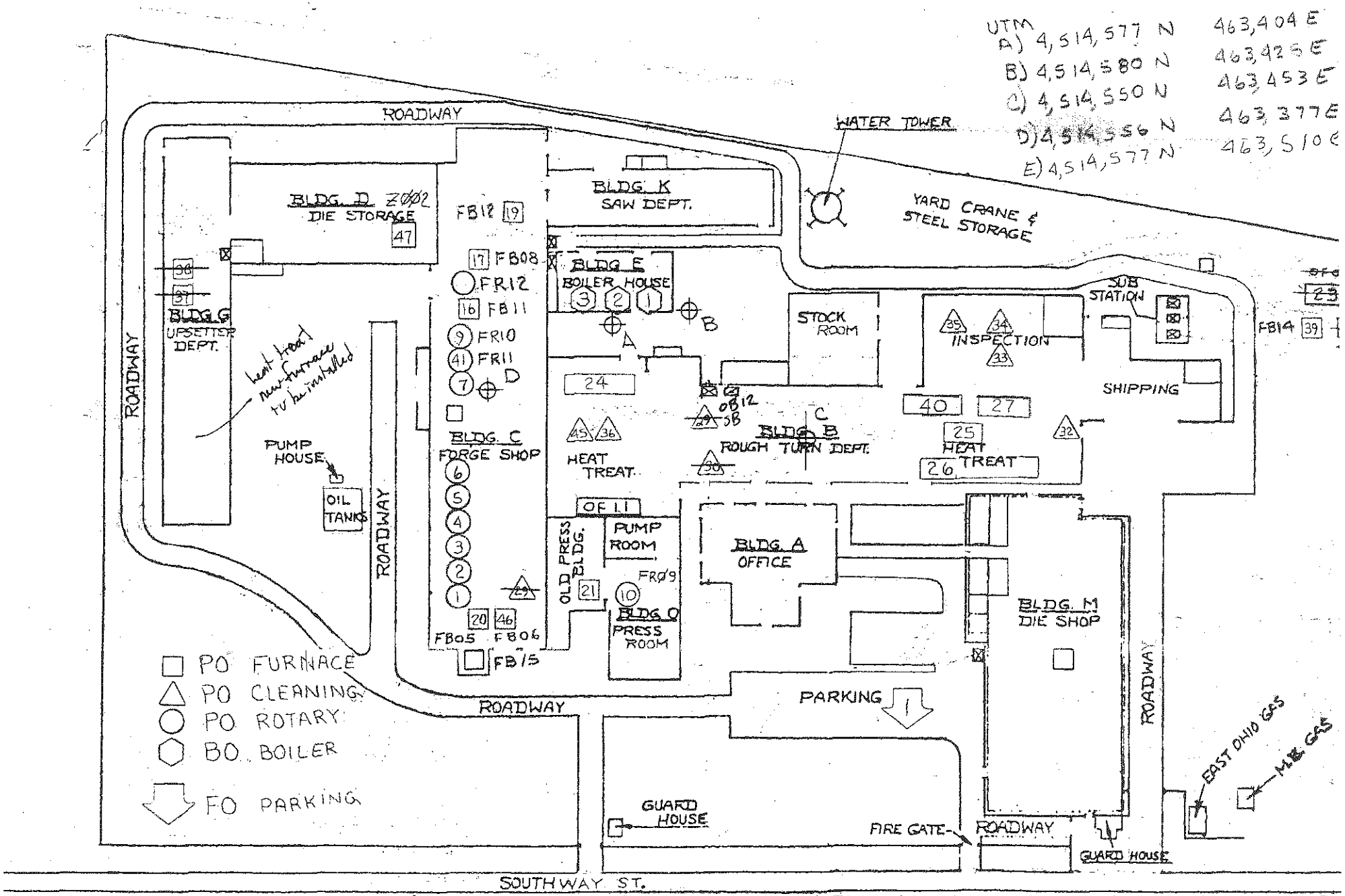
Canton Drop Forge 55 by Mike Beedle,2012/08/07 14:00:36

ATTACHMENT B

Site Diagrams

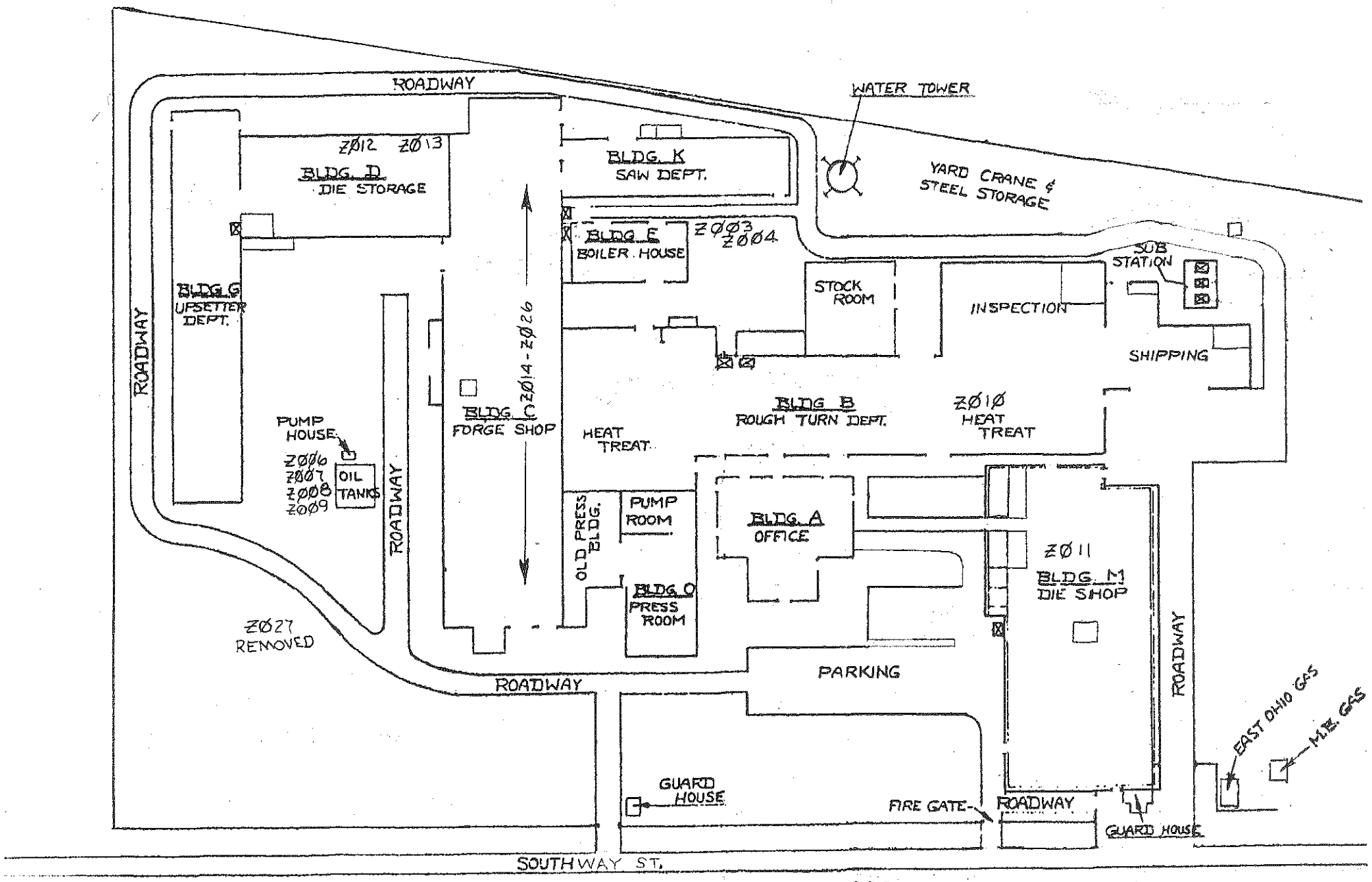

VACANT LAND
NORTH
CONRAIL TRACKS
CDF YARD CRANE &
STEEL STORAGE
WATER TOWER
BUILDING D
DIE STORAGE
BUILDING K
SAW DEPT.
BUILDING E
BOILER HOUSE
SUB STATION
STOCK ROOM
INSPECTION
SHIPPING
LIGHT INDUSTRIAL
BUILDING G
UPSETTER
DEPT.
BUILDING B
ROUGH TURN DEPT.
HEAT TREAT
HEAT TREAT
BUILDING C
FORGE SHOP
PUMP
ROOM
OLD PRESS
BUILDING
BUILDING A
OFFICE
480v FEED
DIESHOP TO MIS
POWER SUPPLY
18'
18° DOWN
4'
11'
11'-6"
BUILDING D
PRESS
ROOM
BUILDING M
DIE SHOP
VACANT LAND
PARKING
AT&T LINE
PARKING
EAST OHIO GAS
M. E. GAS
GUARD
HOUSE
GATE
100'
GATE
GUARD
HOUSE
POLE
GATE
SOUTHWAY STREET SW
NORTHEAST
OHIO GAS
LIGHT INDUSTRIAL
DATE
CDF
4/1/2001
CANTON DROP FORGE
UTILITIES


VACANT LAND
CONRAIL TRACKS
ROADWAY
WATER TOWER
YARD CRANE AND STEEL STORAGE
B-D
B-K
B-E
B-H
B-G
B-C
B-A
B-O
B-M
T26
T10
T20
T04
A26
T24
V25
V23
V24
POND
PARKING
GUARD HOUSE
T11
VACANT LAND
SOUTHWAY ST SW
0
100
200
APPROXIMATE SCALE IN FEET
PROJECT:
CANTON DROP FORGE
4575 SOUTHWAY STREET SW
CANTON, OHIO
SHEET TITLE:
SITE MAP
DRAWN BY: DGS
CHECKED BY: MS
APPROVED BY: MS
DATE: FEBRUARY 2012
SCALE: AS INDICATED
DATE PROVIDED:
PROJ. NO.: 005872.0000
FILE NO.: 005872.0000.01.dwg
FIGURE 1
TRC
1540 Eisenhower Place
Ann Arbor, MI 48108
Phone: 734.971.7080
Fax: 734.971.9022



CANTON DROP FORGE
EPA PERMIT LOCATIONS

KEITH
2-23-93
5-06-04
7-10-06



CANTON DROP FORGE
EPA STATE ONLY LOCATIONS

KEITH
06/19/08

ATTACHMENT C

Site Brochure

www.cantondropforge.com

General Offices
Canton Drop Forge
4575 Southway Street, S.W.
Canton, Ohio 44706

Write to:
P.O. Box 6902
Canton, Ohio 44706

330.477.4511
330.477.2046 fax

Member, Forging Industry Association

Performance Applications

Canton

CANTON DROP FORGE

SINCE 1903

Over 100 Years in Business

OUR COMPANY

Manufacturing forgings for some of the greatest innovations of the last 100 yrs . . . the automobile, the railway system, and the airplane . . . the employees at Canton Drop Forge continue to transform the business to meet and exceed the demands of our customers' high performance applications. These technical, skilled, and service-oriented individuals work to bring better, higher quality and more cost-effective methods and solutions to the various markets we serve.

Questions, ideas, or seeking opportunities to join our team? You'll find the information you need to get started on our web site. We look forward to your visit at www.cantondropforge.com.

MISSION STATEMENT

CDF will use its technical, engineering, production and marketing skills and know-how to produce consistently high quality forgings at competitive costs to meet the demanding needs of customers. In doing so, we will strive to provide the highest level of customer service in the forging industry. The pride we take in the job we do, along with a continuous drive for improvement, will help provide job satisfaction and security for our employees and a sustaining basis for an acceptable financial return for our stockholders.

QUALITY SYSTEMS

Commitment to quality is more than a written policy at Canton Drop Forge, it's a system for ensuring that our products meet our own high standards and perform with great accuracy in our customers' critical applications. For this reason, we back our Statement of Quality with an experienced team of Quality Control professionals, who manage and implement the disciplines of the best quality accreditation and certification programs in the industry.

Certifications . . .

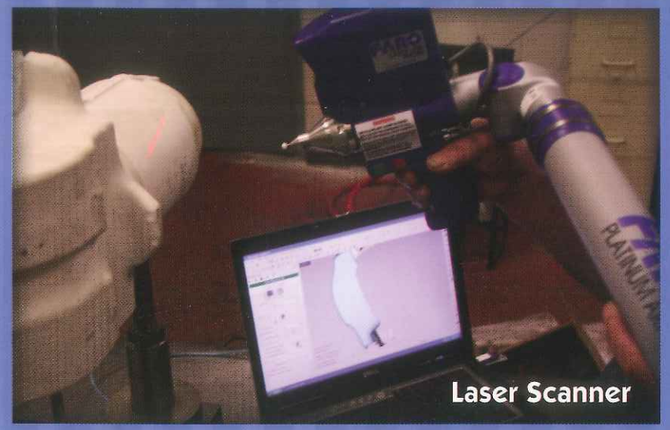
- AS9100:2004
- ISO 9001 Registered
- Nadcap AC7102 for Heat Treating
- Nadcap AC7101/3 for Room Temperature Tensile Testing
- Nadcap AC7101/4 for Metallography
- Nadcap AC7101/5 for Brinell Hardness Testing
- Nadcap AC7114 for Nondestructive Testing (MPI-only)

Quality Policy . . .
Canton Drop Forge commits our employees, resources and operations to provide products that meet customer requirements and to continually improve the effectiveness of the quality management system.

Personnel . . .
The Quality Systems team at Canton Drop Forge is focused on establishing and maintaining important control measures. Setting metallurgical parameters for forging and heat treating, performing regular contract reviews for the quality requirements of our various manufacturing processes and maintaining special company certifications are among the department's responsibilities. Bringing valuable experience to our customer's projects, team members have achieved various levels of certification to support their quality objectives.

ABILITIES

n Drop Forge offers a vast array of resources port the needs of our customers, includ- e making equipment, specialized facilities, illed employees. Engineering and design es, metallurgical and dimensional tests and tions, and investments in the latest ology also allow us to produce custom d-die forging solutions to suit customers' and function in high-performance ations.


Laser Scanner

LITIES

uartered in our namesake city of Canton, OH, Canton Drop Forge operates an expansive, 241,000 square foot manufacturing Specialized areas of the organization include design and engineering, a metallurgical testing and analysis lab, heat treat facility ality control department. To support our global customer base, we have multiple sales and service offices strategically located l the world.

INEERING & DESIGN

he latest computer technology and your blue prints, outlines, sketches, actual parts, or computer generated models, our experi- engineers can design forgings to meet your specifications. Our approach can minimize machining stock allowances and finishing naking it more cost-effective to convert castings or barstock to forgings.

ING

Drop Forge specializes in manufacturing parts that are used in extreme stress conditions where failure is not an option. To provide stomers with total quality assurance, it is critical that these types of products undergo a comprehensive series of metallurgical and sional tests and inspections. These tests include digital monitoring of dimension parameters, as well as metallographic, ultrasonic, tic and fluorescent inspection.

QUIPMENT

nton Drop Forge is a fully integrated forge shop, which allows us to meet all of your forging needs, including in-house die sinking pabilities. These capabilities, along with the skills of our personnel, ensure precision, consistency and dimensional control of ging dies, all of which are instrumental in meeting production schedules.

mmers - Steam Operated

5,000 lb	2-18,000 lb	1-5,000 lb
5,000 lb	1-14,000 lb	1-3,000 lb
0,000 lb	1-10,000 lb	

esses – Hydraulic

,000 ton Preforming Presses
Computer Controlled Preform Press
,500 ton Multi-Ram Press

ermal Treatment

Continuous Type Normalize, Temper, or Anneal Furnaces
Continuous Type Hardening and Drawing Furnaces with il Quench Tanks
Batch Type Solution Treating Furnace (for Hi-Temp Alloys)

chining

ring, milling and turning equipment for rough and semi- shed machining and qualifying of forgings. Canton Drop ge can provide complete machining solutions for your chining projects.

Complete Die Sinking, Inspection and Testing Facilities

Ultrasonic – Immersion and Contact
Penetrant – Liquid and Dry
Magnaglo and Magnaflux
Metallography
Stress Rupture
Tensile – Room Temperature
Impact – Izod and Charpy
Hardness – Brinell, Rockwell and Tukon
Cordax 5000 Coordinate Measuring Machine

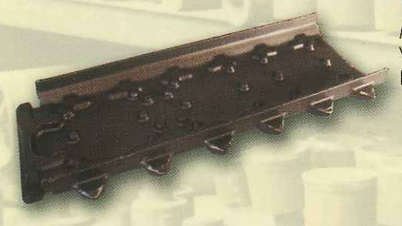
Laser Scan

CDF utilizes the worlds most accurate and advanced portable measurment equipment in the industry. The arm's .0005 inch accuracy renders traditional CMMs, hand tools and other portable inspection equipment obsolete. We can inspect, reverse engineer, or perform CAD-to-Part analysis on parts, fixtures and assemblies with previously unheard of precision.

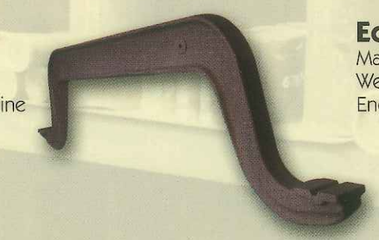
Transportation

Our focus on ground transportation revolves around closed die forgings used in locomotive engines, traction motors and undercarriage components for passenger railcars.

Cross Bar
Material: 9840
Weight: 69 pounds
End Use: Passenger Rail Car



Top Deck
Material: 1018
Weight: 511 pounds
End Use: Locomotive Engine



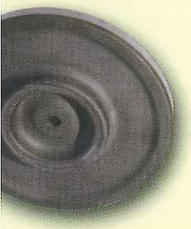
Equalizer Beam
Material: 9840
Weight: 400 pounds
End Use: Passenger Rail Car

Cylinder Head Retainer
Material: 1022
Weight: 209 pounds
End Use: Locomotive Engine

Traction Gear
Material: 8822H
Weight: 573 pounds
End Use: Locomotive Engine

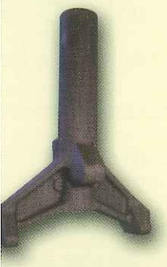
rospace

Drop Forge is a leading manufacturer of closed die forgings for ving commercial and military aircraft, helicopters and missiles. End use ations include: landing gear, engines, structural components, brakes, and motor cases.



Turbine Disc
Material: Waspoloy
Weight: 53 pounds
End Use: T-56 Engine

Tail Rotor Hub
Material: Titanium
Weight: 22 pounds
End Use: Apache Helicopter



NLG Cylinder forging
Material: 4340M
Weight: 600 pounds
End Use: Aircraft Landing Gear

Torque Tube
Material: 17-22AS
Weight: 215 pounds
End Use: Aircraft Braking System

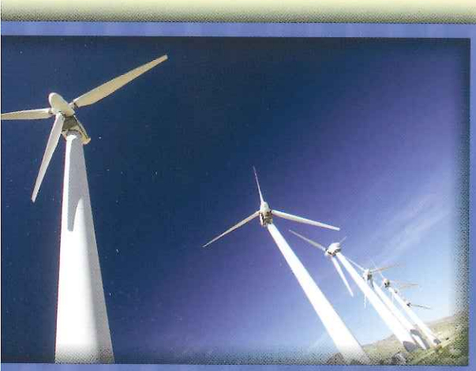
Off-Highway Construction

Canton Drop Forge produces undercarriages and transmission components, such as equalizer bars, hubs and gear blanks, for construction equipment manufactures in the Off-Highway market.

Hub
Material: 1045
Weight: 287 pounds
End Use: Earth Moving Equipment

Equalizer Bar
Material: 15B34
Weight: 850 pounds
End Use: Earth Moving Equipment

Hub
Material: 4140
Weight: 515 pounds
End Use: Earth Moving Equipment



Mechanical Power Transmission

The need to find alternative methods of energy has opened up many new industries and markets. The wind power market is a significant, emerging market in which Canton Drop Forge is participating. We provide large gear blanks for assembly into gearboxes that convert wind into electricity.

Planet Gear
Material: 43B17
Weight: 1,238 pounds
End Use: Wind Power

High Speed Gear
Material: 43B17
Weight: 1,735 pounds
End Use: Wind Power

Pumps & Compressors

Canton Drop Forge is a key supplier of connecting rods, discs and shafts to support the movement of oil and gas through the world's pipelines.

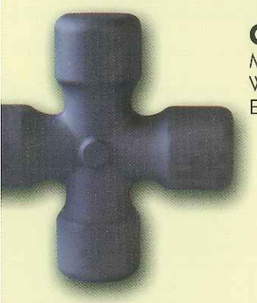
Connecting Rod
Material: 1045
Weight: 355 pounds
End Use: Compressor

Connecting Rod
Material: 1045H
Weight: 179 pounds
End Use: Compressor

l Field

n Drop Forge is strategically involved with customers fer products and services to the petroleum and industries. Our ability to provide forgings that and high pressures under severe conditions helps ntiate us from our competition.

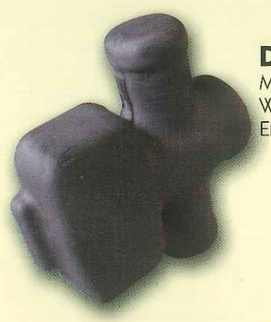
Lateral Forging
Material: 4340
Weight: 338 pounds
End Use: Pumping Equipment



Cross Forging
Material: 4142
Weight: 103 pounds
End Use: High Pressure Equipment

Pinion
Material: 4320H
Weight: 1,781 pounds
End Use: Off-Shore Drilling

Fluid End
Material: 4330VA Mod
Weight: 707 pounds
End Use: Oil Service Equipment

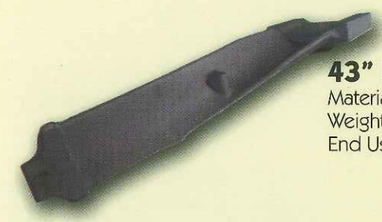


Discharge Flange
Material: 4340
Weight: 174 pounds
End Use: Pumping Equipment

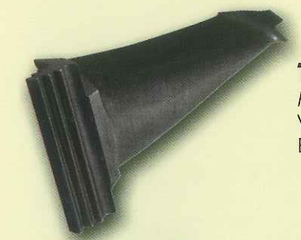
Power Generation

Canton Drop Forge has a global presence in the power generation market with its manufacturing expertise of blades, vanes, shafts and discs for medium to large steam and gas turbine engines.

Hub
Material: 410 Airmelt
Weight: 40 pounds
End Use: Land Based Turbines
Shown Machined

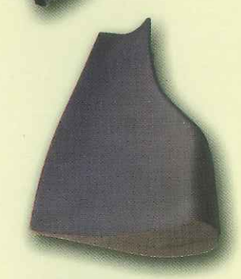


43" Bucket Blade
Material: 410 CB Airmelt
Weight: 135 pounds
End Use: Steam Turbine Engines



Turbine Blade
Material: Jethete
Weight: 19 pounds
End Use: Steam Turbine Engines

Vane
Material: 403 ESR
Weight: 40 pounds
End Use: Gas Turbine
Shown Machined

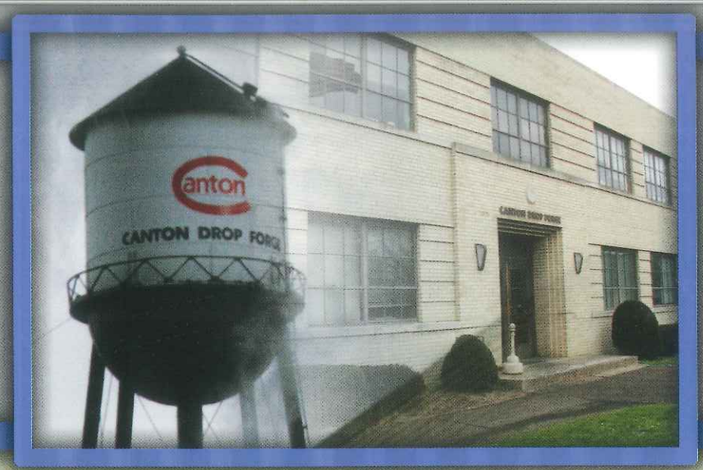


Stationary Blade
Material: 410 Airmelt
Weight: 367 pounds
End Use: Steam Turbine Engines

Turbine Blade
Material: Jethete
Weight: 9 pounds
End Use: Steam Turbine Engines

Disk
Material: Inconel 901
Weight: 81 pounds
End Use: Land Based Gas Turbine
Shown Machined

ver 100 Years in Business



Don't see your market?

At Canton Drop Forge, we leverage our vast manufacturing capabilites with innovations in design and engineering to develop modern forging products and solutions for new markets. Contact us to discuss your needs and to learn more about the services we can offer you.

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ATTACHMENT D

Checklists

Canton Drop Forge

USED OIL INSPECTION CHECKLIST
GENERATORS, COLLECTION CENTERS AND AGGREGATION POINTS

NOTE: A facility is subject to the federal SPCC regulations (40 CFR 112) if it is non-transportation related (e.g., fixed) and has an aggregate above ground storage capacity greater than 1,320 gallons or a total underground storage capacity greater than 42,000 gallons of oil (including used oil), and there is reasonable expectation of a discharge to navigable waters.

PROHIBITIONS			
1.	Does the generator manage used oil in a surface impoundment or waste pile? If yes: Pond 1 + 2		Yes ☑ No ☐ N/A ☐
	a.	Is the surface impoundment or waste pile regulated as a hazardous waste management unit? [3745-279-12(A)]	Yes ☐ No ☑ N/A ☐
NOTE: For example, used oil contaminated scrap metal stored in a pile.			
2.	Is used oil used as a dust suppressant? [3745-279-12(B)]		Yes ☐ No ☑ N/A ☐
3.	Is off-specification used oil fuel burned for energy recovery in devices specified in 3745-279-12(C)?		Yes ☑ No ☐ N/A ☐
NOTE: Multiple used oil checklists may be applicable if used oil handler is performing multiple tasks (e.g., If generating used oil and shipping directly to a burner, complete generator and marketer checklists at a minimum).			
GENERATOR STANDARDS			
4.	Does the generator mix hazardous waste with used oil? If so,		Yes ☐ No ☑ N/A ☐
	a.	Is the mixture managed as specified in 3745-279-10(B)? [3745-279-21(A)]	Yes ☐ No ☐ N/A ☑
NOTE: Used Oil mixed with listed (3745-51-30 to 3745-51-35) or characteristic (3745-51-20 to 3745-51-24) hazardous waste are subject to regulation as a hazardous waste, unless the listed hazardous waste is listed solely because it exhibits a hazardous characteristic, and the resultant mixtures do not exhibit a characteristic. Mixtures of used oil and CESQG hazardous waste are subject to OAC Chapter 3745-279.			
5.	Does the generator of a used oil containing greater than 1,000 ppm total halogens manage the used oil as a hazardous waste unless the presumption is rebutted successfully? [3745-279-21(B)] Place No Rebuttable Presumption		Yes ☐ No ☐ N/A ☐
NOTE: If used oil contains greater than 1000 ppm total halogens, it is presumed to be listed hazardous waste until the presumption is successfully rebutted.			
6.	Does the generator store used oil in tanks; or containers; or a unit(s) subject to regulation as a hazardous waste management unit? [3745-279-22(A)]		Yes ☐ No ☐ N/A ☐
7.	Are containers and aboveground tanks used to store used oil in good condition with no visible leaks? [3745-279-22(B)]		Yes ☐ No ☐ N/A ☐
8.	Are containers, above ground tanks, and fill pipes used for underground tanks clearly labeled or marked "Used Oil?" [3745-279-22(C)] 2 Tanks collected during inspection		Yes ☐ No ☑ N/A ☐
9.	Has the generator, upon detection of a release of used oil, done the following: [3745-279-22(D)]		Yes ☐ No ☐ N/A ☐
	a.	Stopped the release?	Yes ☐ No ☐ N/A ☐
	b.	Contained the release?	Yes ☐ No ☐ N/A ☐
	c.	Cleaned up and properly managed the used oil and other materials?	Yes ☐ No ☐ N/A ☐
	d.	Repaired or replaced the containers or tanks prior to returning them to service, if necessary?	Yes ☐ No ☐ N/A ☐
ON-SITE BURNING IN SPACE HEATER			
10.	Does the generator burn used oil in used-oil fired space heaters? [3745-279-23] If so:		
	a.	Does the heater burn only used oil that owner/operator generates or used oil received from household do-it-yourself (DIY) used oil generators?	Yes ☐ No ☐ N/A ☑

	b.	Is the heater designed to have a maximum capacity of not more that 0.5 million BTU per hour?	Yes ☐ No ☐ N/A ☑
	c.	Are the combustion gases from heater vented to the ambient air?	Yes ☐ No ☐ N/A ☑
NOTE: Ash accumulated in a space heater must be managed in accordance with 3745-279-10(E).			
GENERATOR TRANSPORTATION			
11.	Does the generator have the used oil hauled only by transporters that have obtained a U.S. EPA ID#? [3745-279-24]		Yes ☐ No ☐ N/A ☑
12.	If the generator self-transports used oil to an approved collection site or to an aggregation point owned by the generator: [3745-279-24]		NA
	a.	Does the generator transport used oil in a vehicle owned by the generator or an employee of the generator? [3745-279-24]	Yes ☐ No ☐ N/A ☑
	b.	Does the generator transport more than 55 gallons of used oil at any time? [3745-279-24]	Yes ☐ No ☐ N/A ☑
NOTE: Used oil generators may arrange for used oil to be transported by a transporter without a U.S. EPA ID # if the used oil is reclaimed under a contractual agreement (i.e., tolling arrangement).			
COLLECTION CENTERS AND AGGREGATION POINTS			NA
13.	Is the DIY used oil collection center in compliance with the generator standards in 3745-279-20 to 3745-279-24? [3745-279-30]		Yes ☐ No ☐ N/A ☐
14.	Is the non-DIY used oil collection center registered with Ohio EPA? [3745-279-31]		Yes ☐ No ☐ N/A ☐
15.	Is the used oil aggregation point in compliance with the generator standards in 3745-279-20 to 3745-279-24? [3745-279-32]		Yes ☐ No ☐ N/A ☐
NOTE: Complete Used Oil Generator and any other applicable used oil handler checklist (e.g., marketer, burner, etc.) for used oil collection centers and aggregation points.			

Contact Drop Force 8/6/12 8/8/12

SMALL QUANTITY GENERATOR REQUIREMENTS
COMPLETE AND ATTACH A PROCESS, WASTE, P2 SUMMARY SHEET

CESQG: ≤100Kg. (Approximately 25-30 gallons) of waste in a calendar month or < 1 Kg. of acutely hazardous waste.
SQG: Between 100 and 1,000 Kg. (About 25 to under 300 gallons) of waste in a calendar month.
LQG: ≥ 1,000 Kg. (~300 gallons) of waste in a calendar month or ≥1 Kg. of acutely hazardous waste in a calendar month.
NOTE: To convert from gallons to pounds: Amount in gallons x Specific Gravity x 8.345 = Amounts in pounds.

Safety Equipment Used:

GENERAL REQUIREMENTS

1.	Have all wastes generated at the facility been adequately evaluated? [3745-52-11] No Dress We Shot	Yes ☐	No ☑	N/A ☐	
2.	Has the generator obtained a U.S. EPA I.D. number? [3745-52-12]	Yes ☑	No ☐	N/A ☐	
3.	Has the generator transported or caused to be transported hazardous waste to **other** than a facility authorized to manage the hazardous waste? [ORC 3734.02 (F)] Not of material shipped as 1102	Yes ☐	No ☑	N/A ☐	
4.	Has the generator disposed of hazardous waste **on-site without a permit** or at another facility **other** than a facility authorized to dispose of hazardous waste? [ORC 3734.02 (E) & (F)] Not of material Sentles Hax T. Dress Shot	Yes ☐	No ☑	N/A ☐	
5.	Does the generator accumulate hazardous waste? Sporadic	Yes ☑	No ☐	N/A ☐	

NOTE: If the SQG does not accumulate or treat hazardous waste, it is not subject to 52-34 standards. All other requirements might still apply, e.g. manifest, marking, LDR, etc.

6.	Has the generator accumulated hazardous wastes in excess of (180/270) days without a permit or an extension from the Director? [3745-52-34; ORC §3734-02(E)&(F)]	Yes ☐	No ☑	N/A ☐

NOTE: SQG's shipping waste to a facility greater than 200 miles away can accumulate on-site for 270 days. [3745-52-34 (E)]

7.	Is the generator accumulating more than 6,000 kg on site? [3745-52-34(D)]	Yes ☐	No ☑	N/A ☐

NOTE: 6,000 kg = approximately 27, 55-gallon drums. If the facility is accumulating waste for greater than 180/270 days without an extension/permit or is accumulating greater than 6,000 kg on-site, it is classified as a storage facility and TSD standards apply. Complete applicable TSD checklists.

8.	Does the generator treat hazardous waste in a:				
	a.	Container that meets 3745-66-70 to 3745-66-77?	Yes ☐	No ☐	N/A ☑
	b.	Tank that meets 3745-66-101?	Yes ☐	No ☐	N/A ☑
	c.	Drip pads that meet 3745-69-40 to 3745-69-45?	Yes ☐	No ☐	N/A ☑
	d.	Containment building that meets 3745-256-100 to 3745-256-102?	Yes ☐	No ☐	N/A ☐

NOTE: Complete appropriate checklist for each unit.

NOTE: If waste is treated to meet LDRs, use LDR checklist.

MANIFEST REQUIREMENTS

9.	Are all hazardous wastes either reclaimed under a contractual agreement as defined in OAC rule 3745-52-20(E), or shipped off-site accompanied by a manifest (U.S. EPA Form 8700-22)? [3745-52-20(A)(1)] Does 1 Shot? other waste ok	Yes ☑	No ☐	N/A ☐	
10.	Are wastes reclaimed under a contractual agreement? If so: [3745-52-0(E)] N/A	Yes ☐	No ☐	N/A ☑	
	a.	Does the contractual agreement specify the type of waste and frequency of shipment?	Yes ☐	No ☐	N/A ☑
	b.	Is the transport vehicle owned and operated by the reclaimer?	Yes ☐	No ☐	N/A ☑

	c.	Is a copy of the reclamation agreement kept on-site for at least three years after termination/expiration of the agreement?	Yes ☐ No ☐ N/A ☑
NOTE: If wastes are reclaimed under a contractual agreement and an answer to questions 10(a) through 10(c) is no, the generator is in violation of 3745-52-20 (A) (B) & (D), 3745-52-22 and 3745-52-23. Even if the waste is being reclaimed under agreement, LDRs still apply. Complete LDR checklist.			
11.	Have items 1 through 20 of each manifest been completed? [3745-52-20(A)(1)] & [3745-52-27(A)]		Yes ☑ No ☐ N/A ☐
NOTE: U.S. EPA Form 8700-22(A) (the continuation form) may be needed in addition to Form 8700-22. In these situations, items (21) through (35) must also be complete. [3745-52-20(A)(1)]			
12.	Does each manifest designate at least one facility which is permitted to handle the waste? [3745-52-20(B)]		Yes ☑ No ☐ N/A ☐
NOTE: The generator may designate on the manifest one alternative facility to handle the waste in the event of an emergency which prevents the delivery of waste to the primary designated facility. [3745-52-20(C)]			
13.	If the transporter was unable to deliver a shipment of hazardous waste to the designated facility did the generator designate an alternative TSD facility or give the transporter instructions to return the waste? [3745-52-20(D)]		Yes ☐ No ☐ N/A ☑
14.	Have the manifests been signed by the generator and initial transporter? [3745-52-23 (A) (1) and (2)]		Yes ☑ No ☐ N/A ☐
NOTE: Remind the generator that the certification statement they signed indicates: 1) they have properly prepared the shipment for transportation and 2) they have made a good faith effort to minimize their waste generation.			
15.	If the generator did not receive a return copy of each completed manifest within 60 days of being accepted by the transporter did the generator submit to Ohio EPA, a copy of the manifest with some indication that the generator has not received confirmation of delivery? [3745-52-42(B)]		Yes ☐ No ☐ N/A ☑
16.	Are signed copies of all manifests being retained for at least three years? [3745-52-40]		Yes ☑ No ☐ N/A ☐
NOTE: Waste generated at one location and transported along a publicly accessible road for temporary consolidated storage or treatment on a contiguous property also owned by the same person is not considered "on-site" and manifesting and transporter requirements must be met. To transport "along" a public right-of-way the destination facility has to act as a transfer facility or have a permit because this is considered to be "off-site." For additional information see the definition of "on-site" in OAC rule 3745-50-10.			
PREPAREDNESS AND PREVENTION			
17.	Is an emergency coordinator available at all times (on-site or on-call)? [3745-52-34(D)(5)(a)]		Yes ☑ No ☐ N/A ☐
18.	Has the following been posted by the telephone: [3745-52-34(D)(5)(b)]		
	a.	Name and telephone number of emergency coordinator?	Yes ☑ No ☐ N/A ☐
	b.	Location of fire and spill control equipment, and, if present, fire alarm(s)? NOT Inspected	Yes ☐ No ☐ N/A ☐
	c.	Telephone number of local fire department?	Yes ☑ No ☐ N/A ☐
19.	Are employees familiar with waste handling and emergency procedures? [3745-52-34(D)(5)(c)]		Yes ☐ OK No ☐ N/A ☐
20.	Has the facility properly responded to all fires and spills? [3745-52-34(D)(5)(d)]		Yes ☐ No ☐ N/A ☑
21.	Is the facility operated to minimize the possibility of fire, explosion, or any unplanned sudden or nonsudden release of hazardous waste? [3745-65-31] Shop? drums?		Yes ☑ No ☐ N/A ☐
22.	Does the generator have the following equipment at the facility if it is required due to actual hazards associated with the waste:		
	a.	Internal Alarm system? [3745-65-32(A)]	Yes ☑ No ☐ N/A ☐

	b.	Emergency communication device? [3745-65-32(B)]	Yes ☑ No ☐ N/A ☐
	c.	Portable fire control, spill control and decon equipment? [3745-65-32(C)]?	Yes ☑ No ☐ N/A ☐
	d.	Water of adequate volume/pressure per documentation or facility rep? [3745-65-32(D)] 140,000 water Tower	Yes ☑ No ☐ N/A ☐
23.		Is emergency equipment tested (inspected) as necessary to ensure its proper operation in time of emergency? [3745-65-33]	Yes ☑ No ☐ N/A ☐
	a.	Are inspections recorded in a log or summary? [3745-65-33]	Yes ☑ No ☐ N/A ☐
24.		Do personnel have immediate access to an internal alarm or emergency communication device when handling hazardous waste (*unless the device is not required under OAC 3745-65-32)? [3745-65-34(A)]*	Yes ☐ No ☐ N/A ☐
25.		If there is only one employee on the premises is there immediate access to a device (ex. phone, hand-held two-way radio) capable of summoning external emergency assistance (*unless not required under OAC 3745-65-32*)? [3745-65-34(B)]	Yes ☐ No ☐ N/A ☑
26.		Is adequate aisle space provided for unobstructed movement of emergency or spill control equipment? [3745-65-35]	Yes ☐ No ☐ N/A ☑
27.		Has the generator attempted to familiarize emergency authorities with possible hazards and facility layout? [3745-65-37(A)]	Yes ☑ No ☐ N/A ☐
28.		Where authorities have declined to enter into arrangements or agreements, has the generator documented such a refusal? [3745-65-37(B)]	Yes ☐ No ☐ N/A ☑
SATELLITE ACCUMULATION AREA REQUIREMENTS			None observed
29.		Does the generator ensure that satellite accumulation area(s):	
	a.	Are at or near a point of generation? [3745-52-34(C)(1)]	Yes ☐ No ☐ N/A ☑
	b.	Are under the control of the operator of the process generating the waste? [3745-52-34(C)(1)]	Yes ☐ No ☐ N/A ☐
	c.	Do not exceed a total of 55 gallons of hazardous waste per waste stream? [3745-52-34(C)(1)]	Yes ☐ No ☐ N/A ☐
	d.	Do not exceed one quart of acutely hazardous waste at any one time? [3745-52-34(C)(1)]	Yes ☐ No ☐ N/A ☐
	e.	Containers are closed, in good condition and compatible with wastes stored in them? [3745-52-34(C)(1)(a)]	Yes ☐ No ☐ N/A ☐
	f.	Containers are marked with the words "Hazardous Waste" <u>or</u> other words identifying the contents? [3745-52-34(C)(1)(b)]	Yes ☐ No ☐ N/A ☐
30.		Is the generator accumulating hazardous waste(s) in excess of the amounts listed in the preceding question? If so:	Yes ☐ No ☐ N/A ☐
	a.	Did the generator comply with 3745-52-34(A)(1) through (4) or other applicable generator requirements within three days? [3745-52-34(C)(2)]	Yes ☐ No ☐ N/A ☐
	b.	Did the generator mark the container(s) holding the excess with the accumulation date when the 55 gallon (one quart) limit was exceeded? [3745-52-34(C)(2)]	Yes ☐ No ☐ N/A ☑ None
NOTE: The satellite accumulation area is limited to 55 gallons of hazardous waste accumulated from a distinct point of generation in the process under the control of the operator of the process generating the waste (less than 1 quart for acute hazardous waste). There could be individual waste streams accumulated in an area from different points of generation.			
USE AND MANAGEMENT OF CONTAINERS			
31.		Has the generator marked containers with the words "Hazardous Waste?" [3745-52-34(D)(4)]	Yes ☐ No ☐ N/A ☑ None observed

None Observed

32.	Is the accumulation date on each container? [3745-52-34(D)(4)]		Yes ☐ No ☐ N/A ☐
33.	Are hazardous wastes stored in containers which are:		
	a.	Closed (except when adding/removing wastes)? [3745-66-73(A)]	Yes ☐ No ☐ N/A ☐
	b.	In good condition? [3745-66-71]	Yes ☐ No ☐ N/A ☐
	c.	Compatible with wastes stored in them? [3745-66-72]	Yes ☐ No ☐ N/A ☐
	d.	Handled in a manner which prevents rupture/leakage? [3745-66-73(B)]	Yes ☐ No ☐ N/A ☐
NOTE: Record location on process summary sheets and photograph the area.			
34.	Is the container accumulation area(s) inspected at least weekly? [3745-66-74] Per ORC§1.44(A) "Week" means seven(7) consecutive days.		Yes ☐ No ☐ N/A ☐
	a.	Are inspections recorded in a log or summary? [3745-66-74]	Yes ☐ No ☐ N/A ☐
35.	Are containers of incompatible wastes stored separately from each other by means of a dike, berm, wall or other device? [3745-66-77(C)]		Yes ☐ No ☐ N/A ☐
36.	If the generator places incompatible wastes, or incompatible wastes and materials in the same container, is it done in accordance with 3745-65-17(B)? [3745-66-77(A)]		Yes ☐ No ☐ N/A ☐
37.	If the generator places hazardous waste in an unwashed container that previously held an incompatible waste, is it done in accordance with 3745-65-17(B)? [3745-66-77(B)]		Yes ☐ No ☐ N/A ☐
NOTE: OAC 3745-65-17(B) requires that the generator treat, store, or dispose of ignitable or reactive waste, and the mixture or commingling of incompatible wastes, or incompatible wastes and materials so that it does not create undesirable conditions or threaten human health or the environment.			
PRE-TRANSPORT REQUIREMENTS			
38.	Does each generator package/label its hazardous waste in accordance with the applicable DOT regulations? [3745-52-30, 3745-52-31 and 3745-52-32(A)]		Yes ☐ No ☐ N/A ☐ None Observed
39.	Does each container ≤119 gallons have a completed hazardous waste label? [3745-52-32(B)]		Yes ☐ No ☐ N/A ☐ None Observed
40.	Before off-site transportation, does the generator placard or offer the appropriate DOT placards to the initial transporter? [3745-52-33]		Yes ☐ No ☐ N/A ☐ Not Observed

Canton Drop Forge 8-6-12 - 8-8-12 Inspection

SMALL QUANTITY UNIVERSAL WASTE HANDLER REQUIREMENTS		
Large Quantity Universal Waste Handler (LQUWH) = 5,000 Kg or more		
Small Quantity Universal Waste Handler (SQUWH) = 5,000 Kg or less		
PROHIBITIONS		
1.	Did the SQUWH dispose of universal waste? [3745-273-11(A)]	Yes ☐ No ☑ N/A ☐
2.	Did the SQUWH dilute or treat universal waste, except when responding to releases as provided in OAC rule 3745-273-17 or managing specific wastes as provided in OAC rule 3745-273-13? [3745-273-11(B)]	Yes ☐ No ☑ N/A ☐
WASTE MANAGEMENT AND LABELING/MARKING		
UNIVERSAL WASTE BATTERIES None per Sean D.		
3.	Are batteries that show evidence of leakage, spillage or damage that could cause leaks contained? [3745-273-13(A)(1)]	Yes ☐ No ☐ N/A ☐
4.	If batteries are contained, are the containers closed and structurally sound, compatible with the contents of the battery and lack evidence of leakage, spillage or damage that could cause leakage? [3745-273-13(A)(1)]	Yes ☐ No ☐ N/A ☐
5.	Are the casings of the batteries breached, not intact, or open (except to remove the electrolyte)? [3745-273-13(A)]	Yes ☐ No ☐ N/A ☐
6.	If the electrolyte is removed or other wastes generated, has it been determined whether the electrolyte or other wastes exhibit a characteristic of hazardous waste? [3745-273-13(A)(3)]	Yes ☐ No ☐ N/A ☐
a.	If the electrolyte or other waste is characteristic, is it managed in compliance with OAC Chapters 3745-50 through 3745-69? [3745-273-13(A)(3)(a)]	Yes ☐ No ☐ N/A ☐
b.	If the electrolyte or other waste is not hazardous, is it managed in compliance with applicable law? [3745-273-13(A)(3)(b)]	Yes ☐ No ☐ N/A ☐
7.	Are the batteries or containers of batteries labeled with the words "Universal Waste - Batteries" or "Waste Battery(ies)" or "Used Battery(ies)?" [3745-273-14(A)]	Yes ☐ No ☐ N/A ☐
UNIVERSAL WASTE PESTICIDES None		
8.	Does the SQUWH prevent releases to the environment by managing pesticides in containers that are closed, structurally sound, compatible with the pesticides, and lack evidence of leakage, spillage, or damage? [3745-273-13(B)(1)]	Yes ☐ No ☐ N/A ☐
9.	If the original pesticide container is in poor condition, was it over-packed into an acceptable container? [3745-273-13(B)(2)]	Yes ☐ No ☐ N/A ☐
10.	If the pesticide is stored in a tank, are the requirements of rules 3745-66-90 through 3745-66-101, except for paragraph (C) of 3745-66-97; 3745-66-100 and 3745-66-101 of the OAC met? (Use tank checklist) [3745-273-13(B)(3)]	Yes ☐ No ☐ N/A ☐
11.	If pesticides are stored in a transport vehicle, is it closed, structurally sound, compatible with the pesticide(s), and does it lack evidence of leakage, spillage, or damage that could cause leakage? [3745-273-13(B)(4)]	Yes ☐ No ☐ N/A ☐
12.	Are recalled universal waste pesticides that are in containers, tanks, or transport vehicles labeled with the label that was on or accompanied the product as sold or distributed and labeled with the words "Universal Waste Pesticides" or "Waste Pesticides?" [3745-273-14(B)(1)&(2)]	Yes ☐ No ☐ N/A ☐
13.	Are unused pesticide products that are in containers, tanks, or transport vehicles labeled with either the label that was on the product when purchased (if still legible), the appropriate DOT label, or the designated label prescribed by the pesticide collection program and labeled with the words "Universal Waste Pesticides" or "Waste Pesticides?" [3745-273-14(C)(1)&(2)]	Yes ☐ No ☐ N/A ☐
UNIVERSAL WASTE THERMOSTATS None		

NDNC

14.	Have thermostats that show evidence of leakage, spillage or damage that could cause leaks been contained in a container that is closed, structurally sound, compatible with contents of the thermostats and lacks evidence of leakage, spillage or damage that could cause leakage? [3745-273-13(C)(1)]		Yes ☐ No ☐ N/A ☐
15.	If the mercury-containing ampules are removed, does the SQUWH: [3745-273-13(C)(2)]		
	a.	Remove the ampules in a manner to prevent breakage and is the removal done over or in a containment device? [3745-273-13(C)(2)(a)&(b)]	Yes ☐ No ☐ N/A ☐
	b.	Have a clean-up system readily available to transfer spilled mercury to another container that meets the requirements of OAC rule 3745-52-34 and is the spilled mercury transferred immediately? [3745-273-13(C)(2)(c)&(d)]	Yes ☐ No ☐ N/A ☐
	c.	Ensure that the area where ampules are removed is well ventilated and monitored in compliance with applicable OSHA exposure levels for mercury? [3745-273-13(C)(2)(e)]	Yes ☐ No ☐ N/A ☐
	d.	Ensure that employees are thoroughly familiar with the proper waste handling and emergency procedures? [3745-273-13(C)(2)(f)]	Yes ☐ No ☐ N/A ☐
	e.	Ensure that removed ampules are stored in closed, non-leaking containers that are in good condition? [3745-273-13(C)(2)(g)]	Yes ☐ No ☐ N/A ☐
	f.	Pack removed ampules in containers with packing material to prevent breakage during storage, handling and transportation? [3745-273-13(C)(2)(h)]	Yes ☐ No ☐ N/A ☐
16.	When removing mercury containing ampules from thermostats if there are mercury or clean-up residues resulting from spills or leaks, and/or other waste generated (e.g., remaining thermostat units), has it been determined whether those exhibit a characteristic of hazardous waste identified in OAC rules 3745-51-20 to 3745-51-24? [3745-273-13(C)(3)(a)]		Yes ☐ No ☐ N/A ☐
	a.	If the residues, and/or wastes are characteristic, are they managed in compliance with Chapters 3745-50 through 3745-69, 3745-205, 3745-256, 3745-266, and 3745-270 of the Administrative Code? (The handler is considered the generator of the mercury, residues, and/or other waste and is subject to OAC Chapter 3745-52) [3745-273-13(C)(3)(b)]	Yes ☐ No ☐ N/A ☐
17.	Are thermostats or containers of thermostats labeled either "Universal Waste-Mercury Thermostat(s)" or "Waste Mercury Thermostat(s)" or "Used Mercury Thermostat(s)?" [3745-273-14[D]		Yes ☐ No ☐ N/A ☐
UNIVERSAL WASTE LAMPS			
18.	Does the SQUWH contain lamps in containers or packages that are structurally sound, adequate to prevent breakage, and compatible with contents of the lamps? Are containers or packages closed and do they lack evidence of leakage, spillage or damage that could cause leakage? [3745-273-13(D)(1)]		Yes ☑ No ☐ N/A ☐
19.	Are lamps that show evidence of breakage, leakage or damage that could cause a release of mercury or hazardous constituents into the environment immediately cleaned up? Are they placed into a container that is closed, structurally sound, compatible with the contents of the lamps, and lack evidence of leakage, spillage or damage that could cause leakage or releases of mercury or hazardous waste constituents to the environment? [3745-273-13(D)(2)]		Yes ☒ No ☐ N/A ☐
*NOTE: **Treatment (such as crushing) by a UWH is prohibited under this rule unless the facility is permitted for such activities [3745-273-31(B)].** A generator crushing lamps must manage lamps according to hazardous waste rules (OAC Chapter 3745-52). Lamp crushing is a form of generator treatment (OAC rule 3745-52-34). Crushed lamps must be transported by a registered hazardous waste transporter to a permitted hazardous waste facility using a hazardous waste manifest.*			
20.	Are the lamps or containers or packages of lamps labeled with the words "Universal Waste - Lamp(s)" or "Waste Lamp(s)" or "Used Lamp(s)?" [3745-273-14(E)]		Yes ☒ No ☐ N/A ☐

SD 5½ months 6/14/12 KH no memory of shipments

ACCUMULATION TIME			
21.	Is the waste accumulated for less than one year? [3745-273-15(A)] Not shipped		Yes ☐ No ☐ N/A ☐
	a.	If not, is the waste accumulated over one year in order to facilitate proper recovery, treatment or disposal? (Burden of proof is on the handler to demonstrate) [3745-273-15(B)]	Yes ☐ No ☐ N/A ☐
NOTE: Accumulation is defined as date generated or date received from another handler.			
22.	Is the handler able to demonstrate the length of time the universal waste has been accumulated? [3745-273-15(C)] If yes, describe below:		Yes ☐ No ☐ N/A ☐
EMPLOYEE TRAINING			
23.	Are employees who handle or have the responsibility for managing universal waste informed of waste handling/emergency procedures, relative to their responsibilities? [3745-273-16] Tool box trainings		Yes ☑ No ☐ N/A ☐
RESPONSE TO RELEASES			None Observe
24.	Are releases of universal waste and other residues immediately contained? [3745-273-17(A)]		Yes ☐ No ☐ N/A ☐
25.	Is the material released characterized? [3745-273-17(B)]		Yes ☐ No ☐ N/A ☐
26.	If the material released is a hazardous waste, was it managed as required in OAC Chapters 3745-50 through 3745-69? (If the waste is hazardous, the handler is considered the generator of the waste and is subject to OAC Chapter 3745-52) [3745-273-17(B)]		Yes ☐ No ☐ N/A ☐
OFF-SITE SHIPMENTS			
NOTE: If a SQUWH self-transports waste, then the handler must comply with the Universal Waste transporter requirements.			None prior to Insp
27.	Are universal wastes sent to either another handler, destination facility or foreign destination? [3745-273-18(A)] not known		Yes ☐ No ☐ N/A ☐
28.	Is the handler aware of DOT requirements for packaging and shipping? If no, make aware of 49 CFR 171-180.		Yes ☐ No ☐ N/A ☐
29.	Prior to shipping universal waste off-site, does the originating handler ensure that the receiver agrees to receive the shipment? [3745-273-18(D)]		Yes ☐ No ☐ N/A ☐
30.	Has the originating handler ever had an off-site shipment rejected by another handler or destination facility?		Yes ☐ No ☐ N/A ☐
	a.	If yes, did the originating handler receive the waste back or agree to where the shipment was sent? [3745-273-18(E)(2)]	Yes ☐ No ☐ N/A ☐
31.	If a handler rejects a partial or full load from another handler, does the receiving handler contact the originating handler and discuss and do <u>one of the following</u>:		Yes ☐ No ☐ N/A ☐
	a.	Send the waste back to the originating handler or send the shipment to a destination facility (If both the originating and receiving handler agree)? [3745-273-18(F)(2)] (this change makes it like the LQUWH checklist)	Yes ☐ No ☐ N/A ☐
32.	If the handler received a shipment of hazardous waste that was not a universal waste, did the SQUWH immediately notify Ohio EPA? [3745-273-18(G)]		Yes ☐ No ☐ N/A ☐
EXPORTS			None

None

33.	Is waste being sent to a foreign destination? If so:		Yes ☐ No ☐ N/A ☐
	a.	Does the small quantity handler comply with primary exporter requirements in OAC rules 3745-52-53, 3745-52-56, and 3745-52-57? [3745-273-20(A)]	Yes ☐ No ☐ N/A ☐
	b.	Is waste exported only upon consent of the receiving country and in conformance with the U.S. EPA "Acknowledgment of Consent" as defined in OAC rules 3745-52-50 to 3745-52-57? [3745-273-20(B)]	Yes ☐ No ☐ N/A ☐
	c.	Is a copy of the U.S. EPA "Acknowledgment of Consent" provided to the transporter? [3745-273-20(C)]	Yes ☐ No ☐ N/A ☐

ATTACHMENT E

Manifests

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number OHD004465142	2. Page 1 of 1	3. Emergency Response Phone 330-477-4511	4. Manifest Tracking Number 001587921 FLE

5. Generator's Name and Mailing Address

Canton Drop Forge
4575 Southway Street, SW Canton, OH 44706

Generator's Site Address (if different than mailing address)

Generator's Phone: 330-477-4511

6. Transporter 1 Company Name: Envirite of Ohio, Inc. — U.S. EPA ID Number: OHD980568992

7. Transporter 2 Company Name — U.S. EPA ID Number:

8. Designated Facility Name and Site Address

Envirite of Ohio, Inc.
2050 Central Ave SE
Canton, OH 44707

U.S. EPA ID Number: OHD980568992

Facility's Phone: (800) 715-5805

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
X	1. RQ, Waste corrosive Liquid, Acidic, Inorganic, n.o.s., (Hydrochloric Acid), 8, UN3264, PGII	1	TT	4043	G	D002		
	2.							
	3.							
	4.							

14. Special Handling Instructions and Additional Information

001. C 7071 - ERG #154

1.05 8.76

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Michael L. Slates — Signature: [signature] — Month 07 Day 06 Year 07

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: RON LORENZ — Signature: Ron Lorenz — Month 07 Day 06 Year 07

Transporter 2 Printed/Typed Name — Signature — Month Day Year

18 Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone: 2.1

18c. Signature of Alternate Facility (or Generator) 7.10 — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1. H077	2.	3.	4.

20. Designated Facility Owner or Operator; Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: JOHN ECKHARDT — Signature: [signature] — Month 07 Day 20 Year 07

GENERATOR — TRANSPORTER — INT'L — DESIGNATED FACILITY

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO GENERATOR

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
[illegible]	1	1-800-468-1760	002580345 SKS

5. Generator's Name and Mailing Address

CANTON DROP FORGE INC
4575 SOUTHWAY ST. SW
CANTON OH 44706

Generator's Phone: [illegible]

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: SAFETY-KLEEN SYSTEMS, INC.

U.S. EPA ID Number: [illegible]

7. Transporter 2 Company Name

U.S. EPA ID Number

8. Designated Facility Name and Site Address

SAFETY-KLEEN SYSTEMS, INC.
3700 LAGRANGE ROAD
SMITHFIELD , KY 40068

Facility's Phone: 502-845-2453

U.S. EPA ID Number: [illegible]

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	1. RQ UN1263 WASTE PAINT RELATED MATERIALS 3 PG II (D001)		DM		P	F003 F005 D001 D035 D005 D005
	2.					
	3.					
	4.					

14. Special Handling Instructions and Additional Information

SK SHIP[illegible] 54[illegible] 10[illegible] CSG:

[illegible]
24 HR EMERGENCY #1-800-468-1760 (SAFETY-KLEEN - CONTRACT [illegible])

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: [illegible] Signature: [illegible] Month Day Year

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: [illegible] Signature: Month Day Year

Transporter 2 Printed/Typed Name: Signature: Month Day Year

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator) Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name Signature Month Day Year

GENERATOR / INT'L / TRANSPORTER / DESIGNATED FACILITY

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

GENERATOR'S INITIAL COPY

BILL OF LADING/MANIFEST

1. Shipper's US EPA ID No. (If Applicable)	Document No.	2. Page 1 of
	29060	

SHIPPER

3. Shipper's Name and Mailing Address
CANTON DROP FORGE INC
4575 SOUTHWAY ST. SW
CANTON OH 44706

4. Shipper's Phone ([illegible])

5. Transporter 1 Company Name	6. US EPA ID Number	A. Transporter's Phone
[illegible] SYSTEMS, INC.	[illegible]	[illegible]
7. Transporter 2 Company Name	8. US EPA ID Number	B. Transporter's Phone
9. Designated Facility Name and Site Address	10. US EPA ID Number	C. Facility's Phone
SAFETY-KLEEN SYSTEMS, INC. 7407 633 E 138TH ST DOLTON, IL 60419	ILD980613913	708-225-8100

11. Shipping Name and Description	HM		12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a.	X	BATTERIES, WET, FILLED WITH ACID 8 UN2794 PGIII RQ(LEAD) (UNIVERSAL WASTE)	1	DF	50	P
b.						
c.						
d.						

15. Special Handling Instruction and Additional Information

SK SHIP# 204050924 10069427

24 HR EMERGENCY #1-800-468-1760 (SAFETY-KLEEN - CONTRACT #94138)
SK AUTHORIZED TO RETAIN LICENSED SUBSEQUENT CARRIERS AS NECESSARY

DOT/PRFL A. 400111/12244 B. C. D.

A) NONE B) C) D)

USE 16A OR 16B

16a. US DOT HAZARDOUS MATERIALS SHIPPER'S CERTIFICATION: This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Printed/Typed Name	Signature required here if US DOT regulated	Month	Day	Year
[illegible]	[signature]	5	19	11

16b. NON-REGULATED SHIPPER'S CERTIFICATION: I certify the materials described above on this form are not subject to federal regulations for Transportation or Disposal.

Printed/Typed Name	Sign here if material is not DOT regulated	Month	Day	Year

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
[illegible]	[signature]	5	19	11

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of materials covered by this form except as noted in Item 19.

Printed/Typed Name	Signature	Month	Day	Year

IN EVENT OF EMERGENCY CALL
1-800-468-1760 (24 hours)

GENERATOR'S COPY

FORM NO. 01-90291 (9/08)

SAFETY-KLEEN 05/17/2011 PAGE:1
PLANT: 7041 LDR NOTIFICATION FORM 03:20:10
GENERATOR NAME: CANTON DROP FORGE INC MANIFEST NO.: 25803455 11
OR SALES SERVICE NO.:
SK Shipping #: 204080897 CUST#: 10069427
Pursuant to 40 CFR 268.7(a), I hereby notify that this shipment contains waste restricted under 40 CFR part 268 land disposal restrictions (LDR).

A. GENERAL WASTE NOTIFICATION

LDR FORM LINE NO.: 1 MANIFEST PAGE/LINE# 01/001 SK PRFL NO.: 0000012185
SKDOT#: 0400053

EPA WASTE CODES & LDR SUBCATEGORIES (IF ANY):
D001 LQ LIQUID)= 10% TOC
D005
D006
D007
D008
D035
F003
F005
Treatability group: NWW Non-Wastewater
Waste Constituent Notifications

Legend Number	Constituent
103	CYCLOHEXANONE
152	ETHYL ACETATE
154	ETHYL BENZENE
173	ISOBUTYL ALCOHOL
178	METHANOL
183	METHYLENE CHLORIDE
184	METHYL ETHYL KETONE
185	METHYL ISOBUTYL KETONE
217	PHTHALIC ANHYDRIDE
229	TETRACHLOROETHYLENE
231	TOLUENE
235	1,1,1-TRICHLOROETHANE
237	TRICHLOROETHYLENE
245	XYLENES-MIXED ISOMERS (SUM OF O-, M-, AND P-XYLENE CONCENTRATIONS)
248	BARIUM
250	CADMIUM
251	CHROMIUM (TOTAL)
255	LEAD
258	NICKEL
51	ACETONE
77	N-BUTYL ALCOHOL

NOTES
EXP NOTICE: THIS LDR EXPIRES ON 12/31/2011

GENERATOR'S AUTHORIZED SIGNATURE
NAME & TITLE (PRINTED OR TYPED)
5 / 19 / 11
DATE
PLANT: 7041 CSG: REF#: SW:
TOP COPY: GENERATOR MIDDLE COPY: FACILITY BOTTOM COPY: TRANSFE

ATTACHMENT F

OEPA NOV

Environmental
Protection Agency
John R. Kasich, Governor
Mary Taylor, Lt. Governor
Scott J. Nally, Director

June 15, 2011

KEITH J HOUSEKNECHT
CANTON DROP FORGE INC
4575 SOUTHWAY ST SW
CANTON, OH 44706

Re: Return to Compliance – Receipt of 2009 Hazardous Waste Annual Report CANTON DROP FORGE INC, CANTON - OHD004465142

Dear KEITH J HOUSEKNECHT:

I am writing to notify you that I received the 2009 Hazardous Waste Annual Report for your site on November 4, 2010. This report was requested by me in a letter dated October 14, 2010, indicating that Canton Drop Forge, Inc had not submitted a report for hazardous wastes generated during 2009. The report has been processed and entered into Ohio EPA's Annual Report database, and the violation has been abated.

I recommend you file this letter with your Annual Report records in case there are any questions during an inspection. Feel free to contact me in the future at (614) 644-2891 or *maryann.silagy@epa.state.oh.us.*

Sincerely,

Mary Ann Silagy

Mary Ann Silagy, Environmental Specialist 2
Environmental Research and Information Services
Ohio EPA - Division of Materials and Waste Management
614-644-2891
maryann.silagy@epa.state.oh.us

cc: Central File
DHWM, NEDO

NOTICE:
Ohio EPA's failure to list specific deficiencies or violations in this letter does not relieve your company from having to comply with all applicable regulations.

State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184
www.epa.state.oh.us

MAILING ADDRESS:

P.O. Box 1049
Columbus, OH 43216-1049

October 14, 2010

KEITH J HOUSEKNECHT
CANTON DROP FORGE INC
4575 SOUTHWAY ST SW
CANTON, OH 44706

Re: 2009 Hazardous Waste Annual Report Requirement – Notice of Violation
CANTON DROP FORGE INC, CANTON - OHD004465142

Dear KEITH J HOUSEKNECHT:

My review of customer data from Ohio Treatment, Storage, and Disposal Facilities (TSDFs) has revealed that one or more shipments of hazardous waste were received from CANTON DROP FORGE INC during the 2009 calendar year. The total amount reported is approximately 15.62 tons as shown on the enclosed printout. This total indicates that CANTON DROP FORGE INC was a large quantity generator in 2009. Because I have not received a Hazardous Waste Annual Report for 2009, CANTON DROP FORGE INC may be in violation of Rule 3745-52-41 of the Ohio Administrative Code (OAC).

A large quantity generator is defined as a site which generates in any single month more than 1000 kg (2200 lbs) of non-acute hazardous waste or more than 1 kg (2.2 lb) of acutely hazardous waste. This includes wastes from one-time generation as well as wastes from ongoing production processes. Generating hazardous waste above the threshold quantity for only one month will subject a site to the Annual Report requirement. OAC Rule 3745-52-41 requires a generator who ships any hazardous waste off-site to prepare and submit to the Ohio EPA a Hazardous Waste Annual Report and to describe and certify efforts that were made to minimize hazardous wastes. These reports are due March 1 of each year and contain information about the activities of the previous calendar year. Only small quantity generators (between 220 and 2200 lb/mo of non-acutely hazardous wastes) and conditionally exempt small quantity generators (less than 220 lb/mo of non-acutely hazardous wastes) are exempt from the Annual Report requirement as described in OAC Rule 3745-52-44.

To abate the violation of OAC Rule 3745-52-41, CANTON DROP FORGE INC must complete and submit to Ohio EPA a 2009 Hazardous Waste Annual Report within 30 days of receipt of this letter. Failure to respond to this Notice of Violation may result in referral to the Compliance Assurance Section for consideration of escalated enforcement. The 2009 forms and instructions can be found in Adobe Acrobat PDF format at *http://www.epa.ohio.gov/dhwm/ann_report/ann_report_2009.aspx* . This same web site contains detailed information about filing electronically using the eDRUMS service in Ohio EPA's eBusiness Center (eBiz) at *https://ebiz.epa.ohio.gov/login.jsp*. The Responsible Official who will sign the report must have an eBiz account and PIN before they can apply for the service. Obtaining a PIN requires mailing to Ohio EPA a notarized signature and receiving the

PIN by return US mail. I encourage you to file electronically because it is efficient, easy to use, and prevents many common errors due to built-in error checking and validation.

CANTON DROP FORGE INC should have on file the manifest records necessary for completion of the reports. OAC Rule 3745-52-40 requires generators to keep a signed copy of each manifest for a period of at least three years from the date the waste was accepted by the initial transporter. Receiving facilities and transporters are under a similar requirement. If you need copies of the original manifest(s), contact them for assistance.

If CANTON DROP FORGE INC was not a large quantity generator in 2009, documentation must be submitted to this office within 30 days of receipt of this letter. This documentation must show that CANTON DROP FORGE INC did not generate more than the threshold quantity of hazardous waste in any month during 2009. If you believe that the information supplied by Ohio TSDFs is in error, please call me to discuss the discrepancy.

A letter that acknowledges receipt of the report will be sent to you after it is processed. I can answer questions concerning the Annual Report or eBiz at (614) 644-2891 or *maryann.silagy@epa.state.oh.us*. Your prompt attention to this matter is appreciated.

Sincerely,

Mary Ann Silagy

Mary Ann Silagy, Environmental Specialist 2
Regulatory and Information Services
Ohio EPA - Division of Hazardous Waste Management
maryann.silagy@epa.state.oh.us
614-644-2891

enclosures

cc: Central File
DHWM, NEDO

NOTICE:
Ohio EPA's failure to list specific deficiencies or violations in this letter does not relieve your company from having to comply with all applicable regulations.

State of Ohio Environmental Protection Agency

2009 Annual Hazardous Waste Report

ENTER GENERATOR ID NUMBER

OHD004465142

Form OI – *Off-site Transporter and Receiving Facility Information*

	A. EPA ID of transporter or receiving facility	B. Name of transporter or receiving facility (40 characters max.)
1	OHD980568992	ENVIRITE OF OHIO, INC

C. Handler type (check all that apply)
- [x] Transporter
- [x] Receiving Facility

D. Address of receiving facility (address not required for transporters)
Street: 2050 CENTRAL AVE S.E.
City: CANTON State: OH ZIP Code: 44707-

	A. EPA ID of transporter or receiving facility	B. Name of transporter or receiving facility (40 characters max.)
2	MAD039322250	CLEAN HARBORS ENVIRONMENTAL

C. Handler type (check all that apply)
- [x] Transporter
- [ ] Receiving Facility

D. Address of receiving facility (address not required for transporters)
Street: 2930 INDEPENDENCE ROAD
City: CLEVELAND State: OH ZIP Code: 44115-

	A. EPA ID of transporter or receiving facility	B. Name of transporter or receiving facility (40 characters max.)
3	ARD069748192	CLEAN HARBORS EL DORADO

C. Handler type (check all that apply)
- [ ] Transporter
- [x] Receiving Facility

D. Address of receiving facility (address not required for transporters)
Street: 309 AMERICAN CIRCLE
City: EL DORADO State: AR ZIP Code: 71730-

	A. EPA ID of transporter or receiving facility	B. Name of transporter or receiving facility (40 characters max.)
4	OHD008166229	SPRING GROVE RESOURCE RECOVERY

C. Handler type (check all that apply)
- [ ] Transporter
- [x] Receiving Facility

D. Address of receiving facility (address not required for transporters)
Street: 4879 SPRING GROVE AVE
City: CINCINNATI State: OH ZIP Code: 45232-

	A. EPA ID of transporter or receiving facility	B. Name of transporter or receiving facility (40 characters max.)
5		

C. Handler type (check all that apply)
- [ ] Transporter
- [ ] Receiving Facility

D. Address of receiving facility (address not required for transporters)
Street:
City: State: ZIP Code: -

State of Ohio Environmental Protection Agency

2009 Annual Hazardous Waste Report

ENTER GENERATOR ID NUMBER

OHD004465142

Form GM – *Generation and Management*

SEC. 1

A. Hazardous waste description (60 characters max.)

WASTE CORROSIVE LIQUID, ACID, INORGANIC

B. Hazardous waste codes

D002

More... ☐

C. Source code: G02

Report the Management Method code ONLY if the Source code is G25.

Management Method code: H

D. Waste form code: W

SEC. 2

A. Quantity generated in the year prior to the reporting year: 0

B. Quantity generated in the reporting year: 3650

C. UOM: G — Density: 8.6 lbs/gal ☒ sg ☐

D. Was this waste treated, disposed of, or recycled On-site ?

☐ Yes (continue to system 1)

☒ No (skip to SEC. 3)

On-site system 1 — RCRA-exempt unit? Yes ☐ No ☐

On-site mgmt method: H — Quantity treated, disposed or recycled:

On-site system 2 — RCRA-exempt unit? Yes ☐ No ☐

On-site mgmt method: H — Quantity treated, disposed or recycled:

SEC. 3

A. Was any of this waste shipped off-site in the reporting year?

☒ Yes (continue to box B)

☐ No (skip to SEC. 4)

	B. EPA ID of facility to which waste was shipped	C. Management Method	D. Total quantity shipped in the reporting year
Site 1	OHD980568992	H077	3650
Site 2		H	
Site 3		H	
Site 4		H	
Site 5		H	

EPA 9028 (Rev. 12-04)

CONTINUE TO SECTION 4 →

SEC. 4	On-site Waste Storage and Inactive Disposal Units

If the site has a storage permit or is undergoing a formal closure of storage or disposal units, and waste remained in the unit(s) as of December 31, complete Box A.

Otherwise, skip Section 4.

A. As of December 31, did any of this waste remain on-site in:

	Yes	No
1. a greater than 90 day storage unit . . .	☐	☐
☐ a. generated/accumulated during the reporting year		
☐ b. generated/accumulated prior to the reporting year		
2. an inactive disposal unit undergoing closure	☐	☐

B. Storage or disposal method	Handling Code	Amount	UOM	Density
1	☐☐☐	☐☐☐☐☐☐☐☐☐	☐	lbs/gal ☐ sg ☐
2	☐☐☐	☐☐☐☐☐☐☐☐☐	☐	lbs/gal ☐ sg ☐
3	☐☐☐	☐☐☐☐☐☐☐☐☐	☐	lbs/gal ☐ sg ☐
4	☐☐☐	☐☐☐☐☐☐☐☐☐	☐	lbs/gal ☐ sg ☐

Comments:

Extra Waste Codes:

State of Ohio Environmental Protection Agency

_____ Annual Hazardous Waste Report

ENTER GENERATOR ID NUMBER

OHD004465142

Form **GM** – *Generation and Management*

SEC. 1

A. Hazardous waste description (60 characters max.)

WASTE MERCURY

B. Hazardous waste codes

D009

More... ☐

C. Source code: G15

Report the Management Method code ONLY if the Source code is G25.

Management Method code: H

D. Waste form code: W

SEC. 2

A. Quantity generated in the year prior to the reporting year: 0

B. Quantity generated in the reporting year: 399

C. UOM: P Density: NA lbs/gal ☐ sg ☐

D. Was this waste treated, disposed of, or recycled On-site ?

☐ Yes (continue to system 1)

☒ No (skip to SEC. 3)

On-site system 1 — RCRA-exempt unit? Yes ☐ No ☐

On-site mgmt method: H

Quantity treated, disposed or recycled:

On-site system 2 — RCRA-exempt unit? Yes ☐ No ☐

On-site mgmt method: H

Quantity treated, disposed or recycled:

SEC. 3

A. Was any of this waste shipped off-site in the reporting year?

☒ Yes (continue to box B)

☐ No (skip to SEC. 4)

	B. EPA ID of facility to which waste was shipped	C. Management Method	D. Total quantity shipped in the reporting year
Site 1	MAD039322250	H	399
Site 2		H	
Site 3		H	
Site 4		H	
Site 5		H	

EPA 9028 (Rev. 12-04)

CONTINUE TO SECTION 4 ⟶

SEC. 4	On-site Waste Storage and Inactive Disposal Units

If the site has a storage permit or is undergoing a formal closure of storage or disposal units, and waste remained in the unit(s) as of December 31, complete Box A.

Otherwise, skip Section 4.

A. As of December 31, did any of this waste remain on-site in:

	Yes	No
1. a greater than 90 day storage unit . . .	☐	☐
☐ a. generated/accumulated during the reporting year		
☐ b. generated/accumulated prior to the reporting year		
2. an inactive disposal unit undergoing closure	☐	☐

B. Storage or disposal method	Handling Code	Amount	UOM	Density
1				lbs/gal ☐ sg ☐
2				lbs/gal ☐ sg ☐
3				lbs/gal ☐ sg ☐
4				lbs/gal ☐ sg ☐

Comments:

SEC 2C DENSITY of Hg = 113 lbs/GAL. QUANTITY WAS MOSTLY PACKAGING

13.54 ÷ 9/32 × 8.3454

Extra Waste Codes:

MAIL THE COMPLETED FORM TO: Ohio EPA, DHWM, P.O. Box 1049, Columbus, OH 43216-1049	Ohio Environmental Protection Agency **RCRA SUBTITLE C SITE IDENTIFICATION**	For Ohio EPA Use Only

1. Reason for Submittal	**Reason for Submittal:** ☐ To provide initial notification (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities). ☒ To provide subsequent notification (to update site identification information). ☐ As a component of a First RCRA Hazardous Waste Part A Permit Application. ☐ As a component of a Revised RCRA Hazardous Waste Part A Permit Application (Amendment #_____) ☒ As a component of the Hazardous Waste Report for the year 2009		
2. Site EPA ID No.	**EPA ID Number:** OHD004465142		
3. Site Name	**Name:** Canton Drop Forge		
4. Site Location Information	**Street Address:** 4575 southway Stree S.W.		
	City, Town, or Village: Canton		**County:** Stark
	State: Ohio	**Country:** USA	**Zip Code:** 44706
5. Site Land Type	**Site Land Type:** ☒ Private ☐ County ☐ District ☐ Federal ☐ Indian ☐ Municipal ☐ State ☐ Other		
6. North American Industry Class. System (NAICS) Code(s) for the Site	A. (Primary) 332111	B.	
	C.	D.	
7. Site Contact Person:	**First Name:** Keith	**MI:** J	**Last Name:** Houseknecht
	Title: Manager, Plant Engineering		
	Street or P.O. Box: Same		
	City, Town or Village:		
	State:	**Country:**	**Zip Code:**
	E-mail: khouseknecht@cantondropforge.com		
	Phone & Ext.: 330-477-4511 (188)		**Fax:** 330-477-2046
8. Legal Owner and Operator of the Site	A. **Name of Site's Legal Owner:** Jim O'Sullivan		**Date Became Owner (mm/dd/yyyy):** / / 10/01/1997
	Owner Type ☒ Private ☐ County ☐ District ☐ Federal ☐ Indian ☐ Municipal ☐ State ☐ Other		
	Street or P.O. Box: Same		
Additional Owners and/or Operators should be listed in the Comment Section or on another copy of this form page.	**City, Town, or Village:**		**Phone:**
	State:	**Country:**	**Zip Code:**
	B. **Name of Site's Operator:** Brad Ahbe		**Date Became Operator (mm/dd/yyyy):** / / 04/01/2004
	Operator Type: ☒ Private ☐ County ☐ District ☐ Federal ☐ Indian ☐ Municipal ☐ State ☐ Other		
	Street or P.O. Box: Same		
	City, Town, or Village:		**Phone:**
	State:	**Country:**	**Zip Code:**

9. Type of Regulated Waste Activity (Mark "X" in the appropriate boxes.)

A. **Hazardous Waste Activities**

1. **Generator of Hazardous Waste**
(choose only one of the following three categories or leave blank if not applicable)

[X] a. **Large Quantity Generator (LQG):** Greater than 1,000 kg/mo (2,200 lbs.) of non-acute hazardous waste; or

[ ] b. **Small Quantity Generator (SQG)** 100 to 1,000 kg/mo (220-2,200 lbs.) of non-acute hazardous waste; or

[ ] c. **Conditionally Exempt Small Quantity Generator (CESQG):** Less than 100 kg/mo of non-acute hazardous waste

In addition, indicate other generator activities (check all that apply)

[ ] d. Short-Term Generator (generate from a short-term or one-time event and not from on-going processes). If "Yes", provide an explanation in the Comments section.

[ ] e. United States Importer of Hazardous Waste

[ ] f. Mixed Waste (hazardous and radioactive) Generator

2. **Hazardous Waste Report Generator Status**
(choose one if a Reason for Submittal is the Hazardous Waste Report)

[X] a. **Large Quantity Generator (LQG):** Greater than 1,000 kg/mo (2,200 lbs.) of non-acute hazardous waste was generated at the site in any one month. or

[ ] b. **Small Quantity Generator (SQG)** In one or more months the site generated greater than 100kg (220 lbs) but in no month did it generate more than 1,000 kg/mo (220-2,200 lbs) of non-acute hazardous waste, or

[ ] c. **Conditionally Exempt Small Quantity Generator (CESQG):** The site generated no more than 100 kg (220 lbs) of non-acute hazardous waste in any one month.

[ ] d. **Non-Generator** The site did not generate any hazardous waste during the calendar year.

For Items 3 through 7, check all that apply:

3. **Transporter of Hazardous Waste**
[ ] a. Transporter
[ ] b. Transfer Facility (at your site)

[ ] 4. **Treater, Storer or Disposer of Hazardous Waste (at your site)** Note: A hazardous waste permit is required for this activity.

[ ] 5. **Recycler of Hazardous Waste (at your site)** Note: A hazardous waste permit may be required for this activity.

6. **Exempt Boiler and/or Industrial Furnace**
[ ] a. Small Quantity On-site Burner Exemption
[ ] b. Smelting, Melting and Refining Furnace Exemption

[ ] 7. **Underground Injection Control**

[ ] 8. **Receives Hazardous Waste from Off-site**

B. **Universal Waste Activities**

1. **Large Quantity Handler of Universal Waste (accumulate 5,000 kg or more). Indicate types of universal waste managed at your site. (check all boxes that apply):**

	Managed
a. Batteries	[ ]
b. Pesticides	[ ]
c. Mercury Containing Equipment	[ ]
d. Lamps	[ ]

[ ] 2. **Destination Facility for Universal Waste**
Note: A hazardous waste permit may be required for this activity.

C. **Used Oil Activities**

1. **Used Oil Transporter**
Indicate Type(s) of Activity(ies)
[ ] a. Transporter
[ ] b. Transfer Facility (at your site)

2. **Used Oil Processor and/or Re-refiner**
Indicate Type(s) of Activity(ies)
[ ] a. Processor
[ ] b. Re-refiner

[ ] 3. **Off-Specification Used Oil Burner**

4. **Used Oil Fuel Marketer - Indicate Type(s) of Activity(ies)**
[ ] a. Marketer Who Directs Shipment of Off-Specification Used Oil to Off-Specification Used Oil Burner
[ ] b. Marketer Who First Claims the Used Oil Meets the Specifications

10. Waste Codes for Federally Regulated Hazardous Wastes. Please list the codes for the federally regulated hazardous waste handled at your site. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112). Use an additional page if more space is needed.

D002	D009					

11. Comments

12. Certification. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of owner, operator, or an authorized representative	Name and Official Title (type or print)	Date Signed (mm-dd-yyyy)
Keith J Houseknecht	Keith J Houseknecht, MGR. PE	10-22-2010

ATTACHMENT G

2007 Site Notification

MAIL THE COMPLETED FORM TO: Ohio EPA, DHWM, P.O. Box 1049, Columbus, OH 43216-1049	Ohio Environmental Protection Agency **RCRA SUBTITLE C SITE IDENTIFICATION**	For Ohio EPA Use Only

1. Reason for Submittal	**Reason for Submittal:** ☐ To provide initial notification (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities). ☑ To provide subsequent notification (to update site identification information). ☐ As a component of a First RCRA Hazardous Waste Part A Permit Application. ☐ As a component of a Revised RCRA Hazardous Waste Part A Permit Application (Amendment #_____) ☑ As a component of the Hazardous Waste Report for the year 2007.
2. Site EPA ID No.	**EPA ID Number:** OHD004465142
3. Site Name	**Name:** CANTON DROP FORGE INC.
4. Site Location Information	**Street Address:** 4575 SOUTHWAY STREET S.W **City, Town, or Village:** CANTON — **State:** OH **County Name:** STARK — **Zip Code:** 44706
5. Site Land Type	**Site Land Type:** ☒ Private ☐ County ☐ District ☐ Federal ☐ Indian ☐ Municipal ☐ State ☐ Other
6. North American Industry Class. System (NAICS) Code(s) for the Site	A. 332111 — B. C. — D.
7. Site Contact Person:	**First Name:** KEITH — **MI:** J — **Last Name:** HOUSEKNECHT **Phone Number:** 330-477-4511 — **Phone Number Extension:** 188 **E-Mail Address:** KHOUSEKNECHT@CANTONDROPFORGE.COM **Fax Number:** 330-477-2046 — **Fax Number Extension:** — **Street or P.O. Box:** 6902 **City, Town or Village:** CANTON **State:** OHIO — **Country:** USA — **Zip Code:** 44706
8. Legal Owner and Operator of the Site List Additional Owners and/or Operators in the Comment Section or on another copy of this form page.	A. **Name of Site's Legal Owner:** JIM O'SULLIVAN — **Date Became Owner (mm/dd/yyyy):** 10/1997 **Owner Type:** ☒ Private ☐ County ☐ District ☐ Federal ☐ Indian ☐ Municipal ☐ State ☐ Other **Street or P.O. Box:** 6902 **City, Town, or Village:** CANTON — **Owner Phone #:** 330-477-2046 **State:** OHIO — **Country:** USA — **Zip Code:** B. **Name of Site's Operator:** BRAD AHBE — **Date Became Operator (mm/dd/yyyy):** 4/04 **Operator Type:** ☒ Private ☐ County ☐ District ☐ Federal ☐ Indian ☐ Municipal ☐ State ☐ Other **Street or P.O. Box:** 6902 **City, Town, or Village:** CANTON — **Operator Phone #:** 330-477-4511 **State:** OHIO — **Country:** USA — **Zip Code:** 44706

9. Type of Regulated Waste Activity (Mark "X" in the appropriate boxes.)

A. Hazardous Waste Activities

1. Generator of Hazardous Waste
(choose only one of the following three categories)

☒ a. **Large Quantity Generator (LQG):**
Greater than 1,000 kg/mo (2,200 lbs.) of non-acute hazardous waste; or

☐ b. **Small Quantity Generator (SQG)**
100 to 1,000 kg/mo (220-2,200 lbs.) of non-acute hazardous waste; or

☐ c. **Conditionally Exempt Small Quantity Generator (CESQG):**
Less than 100 kg/mo of non-acute hazardous waste

In addition, indicate other generator activities (check all that apply)

☐ d. United States Importer of Hazardous Waste
☐ e. Mixed Waste (hazardous and radioactive) Generator

2. Hazardous Waste Report Generator Status
(choose one if a Reason for Submittal is the Hazardous Waste Report)

☒ a. **Large Quantity Generator (LQG):**
Greater than 1,000 kg/mo (2,200 lbs.) of non-acute hazardous waste was generated at the site in any one month. or

☐ b. **Small Quantity Generator (SQG)**
In one or more months the site generated greater than 100kg (220 lbs) but in no month did it generate more than 1,000 kg/mo (220-2,200 lbs) of non-acute hazardous waste, or

☐ c. **Conditionally Exempt Small Quantity Generator (CESQG):**
The site generated no more than 100 kg (220 lbs) of non-acute hazardous waste in any one month.

☐ d. **Non-Generator**
The site did not generate any hazardous waste during the calendar year.

For Items 3 through 7, check all that apply:

☐ 3. **Transporter of Hazardous Waste**

☐ 4. **Treater, Storer or Disposer of Hazardous Waste (at your site)** Note: A hazardous waste permit is required for this activity.

☐ 5. **Recycler of Hazardous Waste (at your site)** Note: A hazardous waste permit may be required for this activity.

6. **Exempt Boiler and/or Industrial Furnace**

☐ a. Small Quantity On-site Burner Exemption
☐ b. Smelting, Melting, Refining Furnace Exemption

☐ 7. **Underground Injection Control**

B. Universal Waste Activities

1. **Large Quantity Handler of Universal Waste (accumulate 5,000 kg or more). Indicate the types of universal waste managed at your site. Check all boxes that apply:**

	Managed
1. Batteries	☐
2. Pesticides	☐
3. Mercury containing equipment	☐
4. Lamps	☐

☐ 2. **Destination Facility for Universal Waste**
Note: A hazardous waste permit is required if you treat or dispose of universal wastes; a permit may be required if you recycle universal wastes.

C. Used Oil Activities

1. **Used Oil Transporter**
Indicate Type(s) of Activity(ies)
☐ a. Transporter
☐ b. Transfer Facility

2. **Used Oil Processor and/or Re-refiner**
Indicate Type(s) of Activity(ies)
☐ a. Processor
☐ b. Re-refiner

☐ 3. **Off-Specification Used Oil Burner**

4. **Used Oil Fuel Marketer -**
Indicate Type(s) of Activity(ies)
☐ a. Marketer Who Directs Shipment of Off-Specification Used Oil to Off-Specification Used Oil Burner
☐ b. Marketer Who First Claims the Used Oil Meets the Specifications

OhioEPA

State of Ohio Environmental Protection Agency

ENTER GENERATOR ID NUMBER

OHD004465142

2007 Annual Hazardous Waste Report

Form GM – *Generation and Management*

SEC. 1

A. Hazardous waste description (60 characters max.)

WASTE CORROSIVE LIQUID, ACIDIC, INORGANIC

B. Hazardous waste codes

D002

More...

C. Source code: G02

Report the Management Method code ONLY if the Source code is G25.

Management Method code: H

D. Waste form code: W

SEC. 2

A. Quantity generated in the year prior to the reporting year: 0

B. Quantity generated in the reporting year: 4043

C. UOM: G — Density: 8.6 lbs/gal [X] sg [ ]

D. Was this waste treated, disposed of, or recycled On-site ?

[ ] Yes (continue to system 1)

[X] No (skip to SEC. 3)

On-site system 1 — RCRA-exempt unit? Yes [ ] No [ ]

On-site mgmt method: H

Quantity treated, disposed or recycled:

On-site system 2 — RCRA-exempt unit? Yes [ ] No [ ]

On-site mgmt method: H

Quantity treated, disposed or recycled:

SEC. 3

A. Was any of this waste shipped off-site in the reporting year?

[X] Yes (continue to box B)

[ ] No (skip to SEC. 4)

	B. EPA ID of facility to which waste was shipped	C. Management Method	D. Total quantity shipped in the reporting year
Site 1	OHD980568592	H027	4043
Site 2		H	
Site 3		H	
Site 4		H	
Site 5		H	

CONTINUE TO SECTION 4 →

10. **Waste Codes for Federally Regulated Hazardous Wastes.** Please list the codes for the federally regulated hazardous waste handled at your site. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112). Use an additional page if more space is needed.

D002						

11. **Comments**

12. **Certification.** I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of owner, operator, or an authorized representative	Name and Official Title (type or print)	Date Signed (mm-dd-yyyy)
Keith J. Houseknecht	KEITH J. HOUSEKNECHT MGR. PLANT ENGINEERING	11 AUGUST 2008

SEC. 4	On-site Waste Storage and Inactive Disposal Units

		Yes	No
If the site has a storage permit or is undergoing a formal closure of storage or disposal units, and waste remained in the unit(s) as of December 31, complete Box A. Otherwise, skip Section 4.	A. As of December 31, did any of this waste remain on-site in: 1. a greater than 90 day storage unit . . . ☐ a. generated/accumulated during the reporting year ☐ b. generated/accumulated prior to the reporting year 2. an inactive disposal unit undergoing closure	☐ ☐	☐ ☐

B. Storage or disposal method	Handling Code	Amount	UOM	Density
1				lbs/gal ☐ sg ☐
2				lbs/gal ☐ sg ☐
3				lbs/gal ☐ sg ☐
4				lbs/gal ☐ sg ☐

Comments:

Extra Waste Codes:

State of Ohio Environmental Protection Agency

2007 Annual Hazardous Waste Report

ENTER GENERATOR ID NUMBER

OHD004465142

Form OI - *Off-site Transporter and Receiving Facility Information*

1

A. EPA ID of transporter or receiving facility: OHD980568992

B. Name of transporter or receiving facility (40 characters max.): ENVIRITE OF OHIO, INC

C. Handler type (check all that apply):
- [x] Transporter
- [x] Receiving Facility

D. Address of receiving facility (address not required for transporters)

Street: 2050 CENTRAL AVE S.E.

City: CANTON State: OH ZIP Code: 44707 -

2

A. EPA ID of transporter or receiving facility:

B. Name of transporter or receiving facility (40 characters max.):

C. Handler type (check all that apply):
- [ ] Transporter
- [ ] Receiving Facility

D. Address of receiving facility (address not required for transporters)

Street:

City: State: ZIP Code: -

3

A. EPA ID of transporter or receiving facility:

B. Name of transporter or receiving facility (40 characters max.):

C. Handler type (check all that apply):
- [ ] Transporter
- [ ] Receiving Facility

D. Address of receiving facility (address not required for transporters)

Street:

City: State: ZIP Code: -

4

A. EPA ID of transporter or receiving facility:

B. Name of transporter or receiving facility (40 characters max.):

C. Handler type (check all that apply):
- [ ] Transporter
- [ ] Receiving Facility

D. Address of receiving facility (address not required for transporters)

Street:

City: State: ZIP Code: -

5

A. EPA ID of transporter or receiving facility:

B. Name of transporter or receiving facility (40 characters max.):

C. Handler type (check all that apply):
- [ ] Transporter
- [ ] Receiving Facility

D. Address of receiving facility (address not required for transporters)

Street:

City: State: ZIP Code: -

OhioEPA
State of Ohio Environmental Protection Agency

STREET ADDRESS:
Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184
www.epa.state.oh.us

MAILING ADDRESS:
P.O. Box 1049
Columbus, OH 43216-1049

Ken Knisert 214
Thomas Yablonski
330-456-6238 219
Hg?

August 6, 2008

JEROME BRESSANELLI
CANTON DROP FORGE INC
4575 SOUTHWAY ST SW BOX 6902
CANTON, OH 44706

Re: 2007 Hazardous Waste Annual Report Requirement
CANTON DROP FORGE INC, CANTON - OHD004465142

Dear JEROME BRESSANELLI:

My review of customer data from Ohio Treatment, Storage, and Disposal Facilities (TSDFs) has revealed that one or more shipments of hazardous waste were received from CANTON DROP FORGE INC during the 2007 calendar year. The total amount reported is approximately 17.73 tons as shown on the enclosed printout. This total indicates that CANTON DROP FORGE INC was a large quantity generator in 2007. Because I have not received a Hazardous Waste Annual Report for 2007, CANTON DROP FORGE INC may be in violation of Rule 3745-52-41 of the Ohio Administrative Code (OAC).

A large quantity generator is defined as a site which generates in any single month more than 1000 kg (2200 lbs) of non-acute hazardous waste or more than 1 kg (2.2 lb) of acutely hazardous waste. This includes wastes from one-time generation as well as wastes from ongoing production processes. It may take only one month of generating above the threshold quantity to subject a site to the Annual Report requirement. The generator is responsible for contacting Ohio EPA in order to obtain the reporting forms.

OAC Rule 3745-52-41 requires a generator who ships any hazardous waste off-site to prepare and submit to the Ohio EPA an **Annual Hazardous Waste Report** and to describe and certify efforts that were made to minimize hazardous wastes. These reports are due March 1 of each year and contain information about the activities of the previous calendar year. Only small quantity generators (between 220 and 2200 lb/mo of non-acutely hazardous wastes) and conditionally exempt small quantity generators (less than 220 lb/mo of non-acutely hazardous wastes) are exempt from the Annual Report requirement as described in OAC Rule 3745-52-44.

To abate the violation of OAC Rule 3745-52-41, CANTON DROP FORGE INC must complete and submit to Ohio EPA a 2007 Annual Hazardous Waste Report within 30 days of receipt of this letter. Failure to respond to this Notice of Violation may result in referral to the Compliance Assurance Section for consideration of escalated enforcement. You may access the reporting forms and instructions on our website at http://www.epa.state.oh.us/dhwm/ann_report.html.

CANTON DROP FORGE INC should have on file the manifest records necessary for completion of the reports. OAC Rule 3745-52-40 requires generators to keep a signed copy of each manifest for a period of at least three years from the date the waste was accepted by the

initial transporter. Receiving facilities and transporters are under a similar requirement. If you need copies of the original manifest(s), contact them for assistance.

If CANTON DROP FORGE INC was not a large quantity generator in 2007, documentation must be submitted to this office within 30 days of receipt of this letter. This documentation must show that CANTON DROP FORGE INC did not generate more than the threshold quantity of hazardous waste in any month during 2007. If you believe that the information supplied by Ohio TSDFs is in error, please call me to discuss the discrepancy.

A letter that acknowledges receipt of the report will be sent to you after it is processed. I can answer questions concerning the Annual Report at (614) 644-2891. Your prompt attention to this matter is appreciated.

Sincerely,

Mary Ann Silagy

Mary Ann Silagy
Environmental Specialist 2
Regulatory and Information Services
Division of Hazardous Waste Management
maryann.silagy@epa.state.oh.us

enclosure

cc: Central File
DHWM, NEDO

NOTICE:
Ohio EPA's failure to list specific deficiencies or violations in this letter does not relieve your company from having to comply with all applicable regulations.

Annual Reports - NOV Candidate Report for 2007

Generator Facility

Generator US EPA ID: OHD004465142
Generator Name: Canton Drop Forging and Mfg Co STU 1
Address: 4575 Southway St SW
Canton, OH 44706-
Total Tons Shipped: 17.73

Receiving Facility

US EPA ID: OHD980568992
Name: Envirite of Ohio Inc
Customer Name: CANTON DROP FORGE
Customer Address: 4575 Southway Street SW
CANTON, OH 44706-

Waste Description: HCL SOLUTION Page: 292 Subpage: 1
System Type: H111 Form: W501 Quantity: 17.73 T Density: 0 S.G.
D002

ATTACHMENT H

Blast Media MSDS

MATERIAL SAFETY DATA SHEET

ERVIN

ERVIN INDUSTRIES, INC.
3893 RESEARCH PARK DRIVE
ANN ARBOR, MI 48108-2217

TELEPHONE: (734) 769-4600
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Revision Date: 12/9/09 | Replaces Date: 5/28/2008 | Revision Level: S

PREPARED BY: Dennis Scharer | Ervin Industries

SECTION I PRODUCT IDENTIFICATION

Product Name		Chemical Family
AMASTEEL SHOT	AMABRASIVE	FERROUS
AMASTEEL GRIT	(SHOT / GRIT MIX)	

SECTION II COMPOSITION / INGREDIENTS

Chemical Name	CAS Registry No	% Weight	ACGIH - TLV (mg/m^3)	OSHA - PEL (mg/m^3)
Iron - Fe	7439-89-6	>96		
Oxide fume as Fe			5	10
Carbon - C	7440-44-0	<1.2	none estab.	none estab.
Manganese - Mn	7439-96-5	<1.3		
Elemental, Inorganic Compounds as Mn			0.2	5 (ceiling)
Fume as Mn			none estab.	5 (ceiling)
Silicon - Si	7440-21-3	<1.2		
as total dust			10	15
Respirable fraction			none estab.	5
Chromium - Cr	7440-47-3	<0.25		
Elemental, Inorganic Compounds as Cr metal			0.5	1
Cr II compounds - as Cr			none estab.	0.5
Cr III compounds - as Cr			0.5	0.5
Cr VI compounds - water soluble			0.05	5 ug
Cr VI compounds - insoluble			0.01	5 ug
Chromic Acid and Chromates as CrO_3			none estab.	0.1 (ceiling)
Cr VI (hexavalent chromium) in product as shipped		**Not detected**	0.05 & 0.01	5 ug /2.5 action
Copper – Cu	7440-50-8	<0.25		
Fume			0.2	0.1
Dust & mists			1	1
Nickel - Ni	7440-02-0	<0.20		
Elemental metal			1.5	
Insoluble as Ni			0.1	1
Soluble compounds as Ni			0.2	1

SECTION III PHYSICAL DATA

Cast steel shot and grit are non-hazardous as received. Fine metallic dust is generated as the abrasive breaks down from impact and wear during normal use. Since the ferrous content is >96%, dust or fumes will consist mainly of iron or iron oxide. In addition, the fine steel dust created can be a mild explosion hazard (see section V).

Boiling Point - 2850-3150 Degrees C	Melting Point - 1371-1483 Degrees C
Specific Gravity (at 60 Degrees F) >7.6	Vapor Pressure - Not Applicable
% Volatile by Volume - Not Applicable	pH - Not Applicable
Appearance and Odor - Spherical - no odor	Percent Solid by Weight - 100%

SECTION IV REACTIVITY DATA

Stability – Stable | Hazardous decomposition products – None | Hazardous Polymerization - will not occur

Shot will break down into progressively smaller particles and dust during normal use.

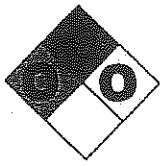
MATERIAL SAFETY DATA SHEET

ERVIN

SECTION V FIRE AND EXPLOSION HAZARD DATA

Flash Point - Not Applicable	Auto Ignition Temperature (solid iron exposed to Oxygen) -930 degree C
Flammability Limits - Not Applicable	Cast steel shot will not burn or explode

A mild fire or explosion hazard situation may be created from fine metal dust. Fire Extinguishing method for dust created due to use - use Class D extinguishing agents or dry sand to exclude air. Do not use water or other liquids, or foam.



NFPA Hazard Rating: 0 = Insignificant 1 = Slight 2 = Moderate 3 = High 4 = Extreme

Health (blue) = 0 Flammability (red) = 0 Reactivity (yellow) = 0 Special (colorless)

SECTION VI HEALTH HAZARD DATA

Emergency and First Aid Procedure - If inhaled, move out of area into fresh air. Flush eyes with running water, have any remaining particles removed from eyes by a qualified medical person; call 911 for immediate medical assistance.

The end user should have an industrial hygiene evaluation to determine the proper personal protective equipment for each application or blasting operation. Threshold Limit Values - Permissible Exposure Limits - see Section II

Primary Routes of entry - inhalation of dust or dust particles in eyes. Target Organs - Lung for chromium and lung & nasal for Nickel. Metallic Nickel is reasonably anticipated to be a human carcinogen.

Over exposure to dust and fumes may cause mouth, eye, and nose irritation. Prolonged overexposure to manganese dust or fume affects the central nervous system. Prolonged overexposure to iron oxide fume can cause siderosis, or "iron pigmentation" of the lung. It can be seen on a chest x-ray but causes little or no disability.

Fumes generated by welding or flame cutting a surface containing new or used abrasive or the dust created by use of the abrasive may convert a small portion of chromium to hexavalent chromium. IARC reports welding fumes are possibly carcinogenic to humans.

SECTION VII PERSONAL PROTECTION INFORMATION

Ventilation - General ventilation and local exhaust should be provided to keep the dust levels below the limits shown in Section II.

Respiratory protection – If an industrial hygiene evaluation shows dust exceeds OSHA PEL's indicated in Section II, a NIOSH approved respirator with appropriate filters should be worn as determined by the end user.

Eye protection - Approved safety glasses w/side shields should always be worn. Other protective equipment determined by the end user.

SECTION VIII SPILL / LEAK PROCEDURES AND WASTE DETERMINATION

Shot spilled or leaked onto floors can create hazardous walking conditions. When cleaning up quantities of dust; if exceeding OSHA permissible exposure limits, an approved respirator with appropriate filters should be used.

Dust from blasting or peening operations always contain contaminants. The dust must be tested to determine if it is hazardous or non-hazardous waste. After such determination, the dust must be disposed of according to appropriate local, State or Federal regulations.

SECTION IX SPECIAL PRECAUTIONS

Precautions to be taken in handling and storing - Keep dry to reduce rusting. **Observe maximum floor loading limitations.**

SECTION X TRANSPORTATION

DOT Classification - Not a regulated material Proper Shipping Name - N/A DOT ID # - Not regulated

SECTION XI REGULATORY

a) CERCLA Hazardous Substance	_____ yes	__X__no
b) SARA, Title III, Extremely Hazardous Substance	_____ yes	__X__no
c) Toxic Chemical Release Report	__X__ yes	_____no

Nickel & Manganese are subject to requirements of Section 313 of the Community Right-to-know Act of 1986 & 40CFR Part 372.

The information presented here has been compiled from sources considered to be reliable and accurate to the best of our knowledge and belief, but is not guaranteed to be so.

Safety Data Sheet for Chemical Products

PRODUCT: BROWN FUSED ALUMINUM OXIDE

1. Identification of the substance and the company

1.1. Identification of the substance or preparation

Product Name: Brown Fused Aluminum Oxide – All grades

Molecular formula: Al_2O_3 (α – Alumina)

CAS: 1344-28-1 / EINECS: 215-691-6

Registration Number: 01-2119529248-35-0141

1.2. Use of the substance or preparation - Abrasives, Ceramics, Flooring, Surface Treatment and Refractory.

1.3. Company Identification

U.S. Electrofused Minerals, Inc.
600 Steel Street
Aliquippa, Pa. 15202
Homepage: www.usminerals.com

Emergency Telephone

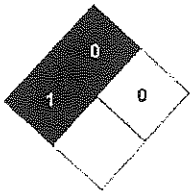
U.S.Electrofused Minerals
Telephone:724-857-9880

2. Hazard identification

2.1. Classification of the substance / preparation

Aluminum Oxide is not classified as dangerous substance or preparation according to directive 67/548/CEE or directive 1999/45/CE.

HMIS



2.2. Information concerning particular hazards for human and environment:

Does not pose any health hazard under normal conditions of use and as delivered.

High dust concentration may cause mechanical irritation of the eyes, skin and respiratory tract.

2.3. Other adverse effects: Avoid dust generation.

3. Composition/Information on ingredients

Chemical Name	CAS	EINECS	% by Weight	Classification	R-phrase
Aluminum Oxide[1]	1344-28-1	215-691-6	≥ 92.0	----	----
Impurities	SiO2+Fe2O3+Na2O+CaO+MgO+TiO2		≤ 8.0	----	----
[1]Non fibrous					

4. First aid measures

4.1. General information:

First aid personnel: pay attention to self-protection!

- **After Inhalation:** In case of dust inhalation remove to ventilated area and keep calm. In case of ongoing discomfort consult a physician.
- **After skin contact:** In case of large exposures wash with soap and water.
- **After Eye contact:** If particles come into contact with eyes treatment for mechanical irritation or injury may be required; flush thoroughly with water, in case of ongoing discomfort consult a physician.
- **After swallowing:** Wash mouth with water.

4.2. Note to physician: None.

5. Fire fighting measures

Not flammable.

5.1. Suitable extinguishing agents: Use extinguishing agents appropriate for surrounding materials.

5.2. For safety reasons unsuitable extinguishing agents: None .

5.3. Special hazards caused by the substance, its products of combustion or resulting gases: None.

5.4. Protective equipment: Fire fighters should wear approved personal protective equipment for the surrounding fired material.

6. Accidental release measure

6.1. Person-related Safety Precautions: See protection measures listed in section 8.

6.2. Environmental Precautions: Avoid dispersal of spilled material and runoff. Avoid creating dusty conditions and prevent wind dispersal. Collect material for recycling if possible.

6.3. Measure for cleaning: Use vacuum cleaner if possible.

6.4. Additional hints: See section 13.

7. Handling and storage

7.1. Handling: Ensure good ventilation / local exhaust at the workplace in the case of operations generating dust. Avoid creating dusty conditions.

Avoid inhalation and skin and eye contact.

Wear appropriate personal protective equipment. Do not add wet alumina to electrolysis cells.

7.2. Storage:

Requirements to be met by storerooms and receptacles: Store in dry area.

Additional hints: None.

8. Exposure controls/personal protection

8.1. Exposure limits:

- Occupational exposure limits (air): generally same as for nuisance dust.
- Germany

10*/3** mg/m3 (*inhalable dust; ** respirable dust)

- Great Britain

10*/4** mg/m3 (*inhalable dust; ** respirable dust)

- United States

OSHA 15 mg/m3 (total dust); 5 mg/m3 TWA (respirable fraction)

- Some additional EU countries: 10 mg/m^3 (include national OEL if this exists)

8.2. Exposure controls:
Ensure good ventilation / local exhaust at the workplace in the case of operations generating dust. Avoid work practises which generate dust. Avoid inhalation and particles entering the eyes.

8.3. Personal Protective Equipment:
Respiratory equipment: not required under recommended conditions of use. In case dust is generated, use personal protective equipment, dust filter P2 or if fine particles P3.
Use protective goggles and gloves when handling the substance and appropriate work clothes.

8.4. Environmental exposure control:
Avoid creating dusty conditions and prevent wind dispersal and dust emissions.

9. Physical and chemical properties

9.1. General Information

Appearance	Powder	Colour	Brown and Gray
Physical State	Solid	Odour	Odourless
Melting Point/ Melting range	Approx. 2.040 °C	Density at 20°C	~3.97 g/cm^3
Boiling Point/ Boiling range	Not relevant	Bulk Density	Not applicable
Flashpoint	Not relevant	Solubility	Not applicable
Flammability	Not relevant	Solubility in water	Insoluble
Ignition temperature	Not applicable	Partition coefficient: n-octanol/ water	Not applicable
Auto flammability	Not relevant	Viscosity	Not applicable
Oxidizing properties	Not applicable	pH Value	Not relevant
Vapour pressure	Not applicable	Evaporation rate	Not applicable
Relative density	Not applicable	Explosive properties	Not relevant

9.2. Important information on health and safety and environmental protection: Safety related basic data, methods, and comments.

10. Stability and reactivity

10.1. General Information: The material is stable under normal conditions of use, storage, and transport.
10.2. Conditions to be avoided: Avoid dust generation.
10.3. Materials to be avoided: Not applicable.
10.4. Hazardous decomposition products: None.

11. Toxicological information

11.1. Toxicokinetics, metabolism and distribution:
Oral uptake < 0.1%, nearly insoluble in lung fluids, most absorbed aluminium oxide is rapidly excreted through urine, main deposit in body is in bone structure.

11.2. Acute effects (acute toxicity, irritation and corrosivity): No acute effects.

11.2.1. Acute toxicity:
LD50 (oral): > 5000mg/kg bwt (rats).
LD50 (dermal): No effect.
LD50 (inhalation): > 2,3 mg/l (rats).

11.2.2. Specific symptoms in animal tests:
After swallowing: None.
After skin contact: None.
After inhalation: None.

11.2.3. Irritation and Corrosive effects:
Irritant effects on skin: No effects.
Irritant effect on eyes: No effects apart from mechanical irritation.

11.3. Sensitisation:
After skin contact: None
After inhalation: None

11.4. Toxicity after repeated intake (sub acute, sub chronic, chronic):
Sub acute oral Toxicity: None, calculated DNEL 6,2 mg/kg bwt/day.
Sub acute inhalation Toxicity: None, see occupational exposure limits, calculated DNEL: 15,6 mg/m^3 respirable.

11.5. CMR-effects (carcinogenic, mutagenic and reproductive effects)
Carcinogenicity: None.
Mutagenicity: None.
Reproductive toxicity: None.
Assessment of CMR properties: Not classified for CMR.
Product components not listed under IARC/NTP/ACGIH (ingredient carcinogenicity).

11.6. Practical experience:
Observations relevant for classification: None.
Other observations: none.

12. Ecological Information

12.1. Ecotoxicity:

Product/Ingredient name	Test	Result	Species	Exposure
Aluminium oxide	Fish - OECD TG 203	>100 mg/l	Salmo trutta	pH 8
Aluminium oxide	Daphnia - OECD TG 202	>100mg/l	Daphnia Magna	pH 8
Aluminium oxide	Algae - OECD TG 201	>100mg/l	Selenastrum Capricornutum	pH 8

12.2. Mobility:
Not mobile under normal environmental conditions may be leached from the ground at low pH (< 5.5) or high pH (> 8.5).

12.3. Persistence and degradability:
12.3.1. Persistence: Not relevant for metals.
12.3.2. Biological degradability: Not degradable.
12.4. Bioaccumulative potential: Not bio accumulative
12.5. Long term ecotoxicity: Not classified for ecotoxicity.
12.6. Results of PBT assessment: Not relevant for metals.
12.7. Other adverse effects: No

12.8. Final assessment: No acute or chronic classification is appropriate for Al metal massive based on non toxic results below the Ecotoxicity Reference Value (ERV) of tests with aluminium metal, oxide and hydroxide at loadings of 100 mg/L at pH 8-8.5 (maximum solubility of Al expected).
All aluminium in soil or the aquatic environment comes from natural sources. Local sources have an insignificant contribution and impact on environment.

13. Disposal Considerantion

13.1. Waste from Residues: Not classified as hazardous waste, disposal should be in accordance with local, state and national legislation.
13.2. Packing: Packaging has to be emptied entirely, recycling of used packaging is recommended in accordance with local, state and national legislation.
13.3. End Use: Recycle all aluminum oxide articles and components where possible. Dispose in accordance with local, state and national legislation.

14. Transport information

14.1. Land transport
GGVS/ADR: Not classified as dangerous for transportation.
GGVE/RID: Not classified as dangerous for transportation.
14.2. Inland waterways - GGVBisch/ADNR: Not classified as dangerous for transportation.
14.3. Maritime transport - GGVSee/IMDG: Not classified as dangerous for transportation.
14.4. Airtransport - ICAO-TI/I AT: Not classified as dangerous for transportation.

15. Regulatory information

U.S. Federal Regulations:
TSCA Status: Listed on the TSCA Inventory.
CERCLA Reportable Quantity: None

SARA Title III:
Section 302 EHS: None
Section 311/312 Hazard Categories: Reportable
Section 313 Toxic Categories: None
California Proposition 65 Components: None

16. Further information

In dealing with chemicals the national laws and regulation must be observed and applied.
This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.
Recommended limitations of use by manufacturer.
For industrial use and as component in consumer products.

Version history:
Original: 01/12/2011
Revision: -

Abbreviations:
ACGIH: American Conference of Governmental Industrial Hygienists
OSHA: Occupational Safety and Health Administration (US)
ADR: Accord européen sur le transport des marchandises dangereuses par Route (European Agreement concerning the International Carriage of Dangerous Goods by Road)
RID: Règlement international concernant le transport des marchandises dangereuses par chemin de fer (Regulations concerning the International Transport of Dangerous Goods by Rail)
IMDG: International Maritime Code for Dangerous Goods
IATA: International Air Transport Association
IATA-DGR: Dangerous Goods Regulations by the "International Air Transport Association" (IATA)
ICAO: International Civil Aviation Organization
ICAO-TI: Technical Instructions by the "International Civil Aviation Organization" (ICAO)
GHS: Globally Harmonized System of Classification and Labelling of Chemicals
EINECS: European Inventory of Existing Commercial Chemical Substances
CAS: Chemical Abstracts Service (division of the American Chemical Society)
Bwt: bodyweight
PNEC: Potential No Effect Concentration
DNEL: Derived No Effect Level
DOC: Dissolved Organic Compounds

Disclaimer
The information provided in this Safety Data Sheet is believed to be the best of our knowledge at the date of this publication. This information is given in good faith and it can be used as guidance for safe, handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information is related to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

ATTACHMENT I

Oil Analysis

CRYSTAL LABORATORIES

1201 Camden Ave, SW * Canton, Ohio 44706
Phone No: 330-454-4222

Laboratory No. **090204024** **Customer:** **Canton Drop Forge**
4575 Southway Street
Date Received: **02/04/09** **Canton, OH 44706**

Identification: **Dubro 700**
Sample Matrix: **Solid**

Analysis	Method	Results	Detection Limits	Date of Analysis
Sulfur	(IC)	0.36%	0.01%	02/13/09
Graphite	SW 6010	13.5%	0.01%	02/13/09
Pour Point	ASTM D97	0°C		02/13/09
Viscosity	ASTM D445	105mm2/s		02/13/09
Flashpoint	ASTM D92	>350°F	73°F	02/13/09
Percent Solids	Gravimetric	25.3%	0.01%	02/13/09
Specific Gravity	ASTM 1298	0.9250		02/13/09
Percent Chlorine	ASTM D4929	0.58%	0.01%	02/13/09
Mercury	SW846/7471	<0.002 mg/kg	0.002 mg/kg	02/13/09
Percent Volatiles	ASTM D3172	77.9%	0.01%	02/13/09

Approved By: _____

CRYSTAL LABORATORIES

1201 Camden Ave, SW * Canton, Ohio 44706
Phone No: 330-454-4222

Laboratory No. **090204025** **Customer:** **Canton Drop Forge**
4575 Southway Street
Date Received: **02/04/09** **Canton, OH 44706**

Identification: **Dubro 500**
Sample Matrix: **Solid**

Analysis	Method	Results	Detection Limits	Date of Analysis
Sulfur	(IC)	0.29%	0.01%	02/13/09
Graphite	SW 6010	13.8%	0.01%	02/13/09
Pour Point	ASTM D97	0°C		02/13/09
Viscosity	ASTM D445	102mm2/s		02/13/09
Flashpoint	ASTM D92	>350°F	73°F	02/13/09
Percent Solids	Gravimetric	25.4%	0.01%	02/13/09
Specific Gravity	ASTM 1298	0.9280		02/13/09
Percent Chlorine	ASTM D4929	0.52%	0.01%	02/13/09
Mercury	SW846/7471	<0.002 mg/kg	0.002 mg/kg	02/13/09
Percent Volatiles	ASTM D3172	78.2%	0.01%	02/13/09

Approved By: _____

CRYSTAL LABORATORIES

1201 Camden Ave, SW * Canton, Ohio 44706
Phone No: 330-454-4222

Laboratory No. **090204026** **Customer:** **Canton Drop Forge**
4575 Southway Street
Date Received: **02/04/09** **Canton, OH 44706**

Identification: **Dubro 550**
Sample Matrix: **Solid**

Analysis	Method	Results	Detection Limits	Date of Analysis
Sulfur	(IC)	0.30%	0.01%	02/13/09
Graphite	SW 6010	13.9%	0.01%	02/13/09
Pour Point	ASTM D97	0°C		02/13/09
Viscosity	ASTM D445	95mm2/s		02/13/09
Flashpoint	ASTM D92	>350°F	73°F	02/13/09
Percent Solids	Gravimetric	20.5%	0.01%	02/13/09
Specific Gravity	ASTM 1298	0.9100		02/13/09
Percent Chlorine	ASTM D4929	0.53%	0.01%	02/13/09
Mercury	SW846/7471	<0.002 mg/kg	0.002 mg/kg	02/13/09
Percent Volatiles	ASTM D3172	78.4%	0.01%	02/13/09

Approved By: _____

ATTACHMENT J

Used Oil Shipments

Dubro Oil Corporation
2400 Mulberry Street
Cleveland, Ohio 44113
Phone: (216) 696-2646

WASTE PROFILE

PROFILE #

A. GENERATOR INFORMATION

Generator Name: CANTON DROP FORGE

Address: 4575 SOUTHWAY ST S.W.

City: CANTON State: OHIO Zip: 44706

Technical Contact Name: K HOUSERNECHT Phone: 330-477-4511

email: KHOUSERNECHT@CANTONDROPFORGE.COM Fax: 330-477-2046

USEPA ID # OHD 004465142 ☐ CESQG ☐ SQG ☒ LQG

B. BILLING INFORMATION

☒ SAME AS GENERATOR

Customer Name:

Address:

City: State: Zip:

Contact: Phone:

email: Fax:

C. SHIPPING INFORMATION

Proper DOT Shipping Name: WASTE OIL

Shipping Volume: 450 ☒ gallons ☐ drums ☐ pounds ☐ other

Container Type: TOTE Size: 450 GALLON

Frequency: ☐ Day ☐ Week ☒ Month ☐ Qtr ☐ Year ☐ Once

D. MATERIAL DESCRIPTION

Common Name: WASTE OIL

Specific Process Generating Material: FORGING

E. CHEMICAL COMPOSITION

COMPONENT	RANGE				PERCENT	PPM
OIL	MIN	85	MAX	95	☒	☐
WATER	MIN	1/4	MAX	4	☒	☐
DIRT	MIN	1	MAX	1	☒	☐
	MIN		MAX		☐	☐

Analytical Attached: ☐ Yes ☒ No

Dubro Oil Corporation
2400 Mulberry Street
Cleveland, Ohio 44113
Phone: (216) 696-2646

WASTE PROFILE

PROFILE #

A. GENERATOR INFORMATION

Generator Name: CANTON DROP FORGE

Address: 4575 SOUTHWAY ST S.W.

City: CANTON State: OHIO Zip: 44706

Technical Contact Name: K HOUSENECHT Phone: 330 477 4511

email: KHOUSENECHT@CANTONDROPFORGE.COM Fax: 330 477 2046

USEPA ID # OHD 004465142 ☐ CESQG ☐ SQG ☑ LQG

B. BILLING INFORMATION

☑ SAME AS GENERATOR

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Phone: _____

email: _____ Fax: _____

C. SHIPPING INFORMATION

Proper DOT Shipping Name: WASTE OIL

Shipping Volume: _____ ☐ gallons ☐ drums ☐ pounds ☐ other _____

Container Type: TOTE Size: 450 GAL

Frequency: ☐ Day ☐ Week ☒ Month ☐ Qtr ☐ Year ☐ Once

D. MATERIAL DESCRIPTION

Common Name: WASTE OIL

Specific Process Generating Material: HYDRAULIC OIL FOR FORGING TRIM PRESS & MANIPULATORS

E. CHEMICAL COMPOSITION

COMPONENT	RANGE				PERCENT	PPM
OIL	MIN	98.0	MAX	99.5	☐	☐
WATER	MIN	1.5	MAX	0.0	☐	☐
DIRT	MIN	.5	MAX	.5	☐	☐
	MIN		MAX		☐	☐

Analytical Attached: ☐ Yes ☑ No

F. PHYSICAL PROPERTIES

Liquid: 99 %

Solid: 1 % Phases: ☐ Single ☐ Double ☐ Multi

Sludge: ____ %

Color: BLACK

Odor: ____

Physical State at 70°F: ☐ Solid ☒ Liquid ☐ Sludge ☐ Dust

pH: ☐ <2 ☐ 2.1 - 4.9 ☒ 5-10 ☐ 10.1-12.4 ☐ >12.5

Flashpoint: ☐ <100°F ☐ 101-139°F ☐ 140-199°F ☒ >200°F

G. REGULATORY INFORMATION

Is this an EPA RCRA listed hazardous waste (F, K, P, U)?	☐ Y	☐ N		
Is this an EPA RCRA characteristic waste (D001-D043)?	☐ Y	☐ N		
Is this material produced from a renewable source?	☐ Y	☐ N		
Is this a PCB waste regulated by TSCA? (PCB ≥ 50 PPM)	☐ Y	☒ N		
Does this material contain any detectable PCBs? (2 PPM or more)	☐ Y	☒ N		
Does this material contain petroleum products other than used oil?	☐ Y	☒ N		
Does this waste stream contain used oil?	☒ Y	☐ N		
Is this used oil mixed with either listed or characteristic hazardous waste generated by a CESQG?	☐ Y	☒ N	☐ NA	
If the used oil is mixed with either listed or characteristic hazardous waste, dies the resulting mixture result in exhibiting any characteristic of hazardous waste?	☐ Y	☒ N	☐ NA	
Does this used oil stream contain >1000 PPM of halogens? If no, attach rebuttable presumption (i.e. MSDS, purchase orders, invoice, shipping ticket, hazardous waste generator status, detailed explanation of process generating waste)	☐ Y	☐ N	☐ NA	
Analytical data or rebuttable presumption attached?	☐ Y	☒ N		

H. HAZARDOUS CHARACTERISTICS

Contains: ☐ Asbestos __ % ☐ Herbicides/Pesticides __ % ☐ Radioactive ☐ Biological/Infectious

☐ Reactive ☐ Explosive ☐ Pyrophoric ☐ Fuming ☐ Shock ☐ Air Reactive ☐ Water Reactive

I hereby certify that the information contained in this profile form is accurate and complete. There have been no deliberate omissions or falsification of information pertaining to the composition, properties, and hazards associated with this waste, and all known or suspected hazards have been disclosed.

Generator Signature: X [signature] Title (Print): X Mgr Pg Eng

Name (Print): X Ro Houserkneczitz Date: X 11/15/10

SHIPPING NOTICE

CANTON DROP FORGE
4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

HIGH PERFORMANCE CLOSED DIE FORGINGS

PH. 330 / 477-4511
FAX 330 / 477-2046

No. 08981

DATE SHIPPED 9/21/10

SOLD TO
DUBRO OIL
2400 MULBERRY ST
CLEVELAND OH 44113

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #10-0098			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
	[redacted]						
500	GALLONS NON HAZARDOUS HYRAULIC OIL						
600	GALLONS NON HAZARDOUS RECYCLE OIL						

Bunk [illegible]
9/21/10

TOTAL	ITEM NUMBER	REMARKS:
TYPE STEEL:		NO. OF @ LBS. EA.
		GROSS WT.

SHIP 006 REV 1

F. PHYSICAL PROPERTIES

Liquid: 99.5 %

Solid: .5 % Phases: ☐ Single ☐ Double ☐ Multi

Sludge: — %

Color: BLACK

Odor: NONE

Physical State at 70°F: ☐ Solid ☒ Liquid ☐ Sludge ☐ Dust

pH: ☐ <2 ☐ 2.1 - 4.9 ☒ 5-10 ☐ 10.1-12.4 ☐ >12.5

Flashpoint: ☐ <100°F ☐ 101-139°F ☐ 140-199°F ☒ >200°F

G. REGULATORY INFORMATION

Is this an EPA RCRA listed hazardous waste (F, K, P, U)?	☐	Y	☐	N		
Is this an EPA RCRA characteristic waste (D001-D043)?	☐	Y	☐	N		
Is this material produced from a renewable source?	☐	Y	☐	N		
Is this a PCB waste regulated by TSCA? (PCB ≥ 50 PPM)	☐	Y	☒	N		
Does this material contain any detectable PCBs? (2 PPM or more)	☐	Y	☒	N		
Does this material contain petroleum products other than used oil?	☐	Y	☒	N		
Does this waste stream contain used oil?	☒	Y	☐	N		
Is this used oil mixed with either listed or characteristic hazardous waste generated by a CESQG?	☐	Y	☒	N	☐	NA
If the used oil is mixed with either listed or characteristic hazardous waste, dies the resulting mixture result in exhibiting any characteristic of hazardous waste?	☐	Y	☒	N	☐	NA
Does this used oil stream contain >1000 PPM of halogens? If no, attach rebuttable presumption (i.e. MSDS, purchase orders, invoice, shipping ticket, hazardous waste generator status, detailed explanation of process generating waste)	☐	Y	☐	N	☐	NA
Analytical data or rebuttable presumption attached?	☐	Y	☐	N		

H. HAZARDOUS CHARACTERISTICS

Contains: ☐ Asbestos __ % ☐ Herbicides/Pesticides __ % ☐ Radioactive ☐ Biological/Infectious

☐ Reactive ☐ Explosive ☐ Pyrophoric ☐ Fuming ☐ Shock ☐ Air Reactive ☐ Water Reactive

I hereby certify that the information contained in this profile form is accurate and complete. There have been no deliberate omissions or falsification of information pertaining to the composition, properties, and hazards associated with this waste, and all known or suspected hazards have been disclosed.

Generator Signature: X [signature] Title (Print): X MGR PLT ENG

Name (Print): X K.J. HOUSEKNECHT Date: X 11/15/10

SHIPPING NOTICE

CANTON DROP FORGE

HIGH PERFORMANCE CLOSED DIE FORGINGS

4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

PH. 330 / 477-4511
FAX 330 / 477-2046

No. 08991

DATE SHIPPED 10/12/10

SOLD TO
DUBRO OIL
2400 MULBERRY ST
CLEVELAND OH 44113

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #10-0098			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
3	GALLONS NON HAZARDOUS HYDRAULIC OIL					300	900 GAL
2	GALLONS NON HAZARDOUS RECYCLE OIL					300	600 GAL

TOTAL 5

ITEM NUMBER

REMARKS:

TYPE STEEL:

NO. OF @ LBS. EA.

GROSS WT.

Ray C. Mitchell

SHIP 006 REV 1

ADER must be legibly filled in, in ink, in indelible Pencil, or in Carbon, and retained by the Agent.

y determined rates or contracts that have been agreed upon in writing per, if applicable, otherwise to the rates, classifications and rules that ne carrier and are available to the shipper, on request:

Carrier's Pro No. _____
Shipper's Bill of Lading No. _____
Consignee's Reference/PO No. _____
Carrier's Code (SCAC) _____

10-11-10 Carrier

Cleveland, Ohio from DUBRO OIL CORP.

described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route estination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be ied hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the cable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said ms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

onsigned to CANTON Drop Forge (Mail or street address of consignee—For purposes of notification only.)

estination CANTON State Ohio Zip Code 44706 County _____

elivery Address ★ 4575 South way Street SW

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Route _____ Car or Vehicle Initials _____ No. _____

Delivering Carrier DuBro

No. Packages		*Weight (Sub. to Cor.)	Class or Rate	Check Column
1 Totes	700 Forging LuB	2400		
1 Totes	500R Forging LuB	2400		
1 Totes	Recycled Hydraulic oil	1,500		
	(NON Hazardous)			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor

Freight charges are PREPAID unless marked collect.

CHECK BOX IF COLLECT ☐

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____
Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

per Ray M Allen

† "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification."
† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

DUBRO OIL CORP. Shipper, Per 10-11-10

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

2

2400 Mulberry St. • Cleveland, Ohio 44113
Permanent post-office address of shipper

carbonless

REDIFORM® 6S696 Rev, 5/98
POLYPAK (50 SETS) 6S696

THIS SHIPPING ORDER must be legibly filled in, in ink, in indelible Pencil, or in Carbon, and retained by the Agent.

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request;

11-11-10 Carrier DUBRO

Carrier's Pro No.
Shipper's Bill of Lading No.
Consignee's Reference/PO No.
Carrier's Code (SCAC)

at Cleveland, Ohio from DUBRO OIL CORP.

the property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to CANTON Drop Forge
(Mail or street address of consignee—For purposes of notification only.)

Destination CANTON State Ohio Zip Code 44706 County

Delivery Address ★ 4575 Southway ST SW
(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Route 77 South

Delivering Carrier DUBRO Car or Vehicle Initials No.

No. Packages		*Weight (Sub. to Cor.)	Class or Rate	Check Column
3	TOTES 500 Forging LUB	2400		
3	TOTES 700 Forging LUB	2400		
	(NON HAZARDOUS)			
	Ray McDonald 11/11/10			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

Freight charges are PREPAID unless marked collect.

CHECK BOX IF COLLECT ☐

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

per

† "The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification."
† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

DUBRO OIL CORP. Shipper, Per 11-11-10

2400 Mulberry St. • Cleveland, Ohio 44113
Permanent post-office address of shipper

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

2

REDIFORM® 6S696 Rev, 5/98
POLYPAK (50 SETS) 6S696

carbonless

Paul Stanley

Ray McDonald

TOTAL	ITEM NUMBER	REMARKS:
TYPE STEEL:		NO. OF @ LBS. EA.
		GROSS WT.

SHIP 006 REV 1

SHIPPING NOTICE

DROP FORGE *HIGH PERFORMANCE CLOSED DIE FORGINGS*

SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

PH. 330 / 477-4511
FAX 330 / 477-2046

No. 09706

DATE SHIPPED 12-11-10

SOLD TO
DUBRO OIL
2400 MULBERRY ST
CLEVELAND OH 44113

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #10-0098			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
	GALLONS NON HAZARDOUS HYDRAULIC OIL					3666	500 GAL
	GALLONS NONHAZARDOUS RECYCLE OIL					300GAL	600 GAL

Paul Stanley

Ray

TOTAL	ITEM NUMBER	REMARKS:
TYPE STEEL:		NO. OF @ LBS. EA.
		GROSS WT.

SHIP 006 REV 1

QUALITY CONTROL

SHIPPING NOTICE

CANTON DROP FORGE
4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

HIGH PERFORMANCE CLOSED DIE FORGINGS

PH. 330 / 477-4511
FAX 330 / 477-2046

No. 09728

DATE SHIPPED 12/1/10

SOLD TO
DUBRO OIL
2400 MULBERRY ST
CLEVELAND OH 44113

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #10-0098			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
3	NON HAZARDOUS HYDRAULIC OIL RECLAIM					300 GAL	900
3	NON HAZARDOUS HYDRAULIC OIL RECYCLE					300	900 GAL

Ray McDonald

TOTAL	ITEM NUMBER	REMARKS:
TYPE STEEL:		Paul Stanley

NO. OF @ LBS. EA.

GROSS WT.

SHIP 006 REV 1

SHIPPING NOTICE

CANTON DROP FORGE

HIGH PERFORMANCE CLOSED DIE FORGINGS

4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

PH. 330 / 477-4511
FAX 330 / 477-2046

No. **05866**

DATE SHIPPED 3/31/10

SOLD TO
DUBRO OIL
2400 MULBERRY ST
CLEVELAND OH 44113-1196

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO ~~#06-8012~~ 10-0103			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
6	DUBRO 500 RECYCLE					300 lbs	1200 lbs

TOTAL	ITEM NUMBER	REMARKS:
6		

TYPE STEEL:

NO. OF @ LBS. EA.

GROSS WT.

SHIP 006 REV 1

SHIPPING NOTICE

Canton

CANTON DROP FORGE

4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

PH. 330 / 477-4511
FAX 330 / 477-2046

HIGH PERFORMANCE CLOSED DIE FORGINGS

No. 09728

DATE SHIPPED 12/1/10

SOLD TO
DUBRO OIL
2400 MULBERRY ST
CLEVELAND OH 44113

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #10-0098			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
3	NON HAZARDOUS HYDRAULIC OIL RECLAIM					300 GAL	900
3	NON HAZARDOUS HYDRAULIC OIL RECYCLE					300	GAL 900

Ray McDonald

TOTAL	ITEM NUMBER	REMARKS:
TYPE STEEL:		Paul Stanley

NO. OF @ LBS. EA.

GROSS WT.

SHIP 006 REV 1

Dubro Oil

PROFILE # 0002

Dubro Oil Corporation
2400 Mulberry Street
Cleveland, Ohio 44113
Phone: (216) 696-2646

WASTE PROFILE

A. GENERATOR INFORMATION

Generator Name: Canton Drop Forge

Address: 4575 Southway ST SW

City: Canton State: OH Zip: 44706

Technical Contact Name: Sean Denman Phone: 330-477-4511

email: sdenman@cantondropforge.com Fax: 330-477-2046

USEPA ID # CHD004465142 ☐ CESQG ☐ SQG ☐ LQG

B. BILLING INFORMATION

☒ SAME AS GENERATOR

Customer Name:

Address:

City: State: Zip:

Contact: Phone:

email: Fax:

C. SHIPPING INFORMATION

Proper DOT Shipping Name: Waste Oil

Shipping Volume: 450 ☒ gallons ☐ drums ☐ pounds ☐ other

Container Type: Tote Size: 450 Gallon

Frequency: ☐ Day ☐ Week ☒ Month ☐ Qtr ☐ Year ☐ Once

D. MATERIAL DESCRIPTION

Common Name: WASTE OIL

Specific Process Generating Material: Used For Forging HOT STEEL So Forge DIE Does NOT STICK Does NOT come in CONTACK WITH ANY other oils or SOYVENTS

E. CHEMICAL COMPOSITION

COMPONENT	RANGE				PERCENT	PPM
Oil	MIN	85	MAX	95	☒	☐
Water	MIN	14	MAX	4	☒	☐
Dirt	MIN	1	MAX	1	☒	☐
	MIN		MAX		☐	☐

Analytical Attached: ☒ Yes ☐ No

MSDS

F. PHYSICAL PROPERTIES

Liquid: 99 %

Solid: 1 % Phases: ☐ Single ☐ Double ☐ Multi

Sludge: ____ %

Color: Black

Odor: ____

Physical State at 70oF: ☐ Solid ☒ Liquid ☐ Sludge ☐ Dust

pH: ☐ <2 ☐ 2.1 - 4.9 ☒ 5-10 ☐ 10.1-12.4 ☐ >12.5

Flashpoint: ☐ <100oF ☐ 101-139oF ☐ 140-199oF ☒ >200oF

G. REGULATORY INFORMATION

Is this an EPA RCRA listed hazardous waste (F, K, P, U)?	☐	Y	☐	N
Is this an EPA RCRA characteristic waste (D001-D043)?	☐	Y	☐	N
Is this material produced from a renewable source?	☐	Y	☐	N
Is this a PCB waste regulated by TSCA? (PCB≥ 50 PPM)	☐	Y	☒	N
Does this material contain any detectable PCBs? (2 PPM or more)	☐	Y	☒	N
Does this material contain petroleum products other than used oil?	☐	Y	☒	N
Does this waste stream contain used oil?	☐	Y	☐	N
Is this used oil mixed with either listed or characteristic hazardous waste generated by a CESQG?	☐	Y	☒	N
If the used oil is mixed with either listed or characteristic hazardous waste, dies the resulting mixture result in exhibiting any characteristic of hazardous waste?	☐	Y	☒	N
Does this used oil stream contain >1000 PPM of halogens? (If no, attach rebuttable presumption (i.e. MSDS, purchase orders, invoice, shipping ticket, hazardous waste generator status, detailed explanation of process generating waste)	☐	Y	☐	N
Analytical data or rebuttable presumption attached?	☐	Y	☒	N

H. HAZARDOUS CHARACTERISTICS

Contains: ☐ Asbestos __ % ☐ Herbicides/Pesticides __ % ☐ Radioactive ☐ Biological/Infectious

☐ Reactive ☐ Explosive ☐ Pyrophoric ☐ Fuming ☐ Shock ☐ Air Reactive ☐ Water Reactive

I hereby certify that the information contained in this profile form is accurate and complete. There have been no deliberate omissions or falsification of information pertaining to the composition, properties, and hazards associated with this waste, and all known or suspected hazards have been disclosed.

Generator Signature: Sean Denman Title (Print): Director - Safety

Name (Print): Sean Denman Date: 5/30/12

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. 50

Shipper's No.

Carrier's Name: DuBro Oil Pick up

Carrier's No. OHD 658 383 126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at (Date) FROM Canton Drop

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address for purposes of notification only.)

Consigned TO DuBro Oil

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination Street City

County State Zip

Route Delivery Address ★ 2400 Mulberry

(★To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier DuBro Oil Car or Vehicle Initials and No.

Collect on Delivery $ N/C And Remit to

Street City State

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		Totes For Recycley	6000		
		Paid Blank			

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

N/C

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

"The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."
Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

Canton Drop Forge Shipper, Per Agent

Permanent post-office address of shipper, 4575 Southway St Canton Ohio Per

3

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. 4

Shipper's No. OHDO 4465142

Carrier's Name: Dubro Oil - Pick up

Carrier's No. OHUG 383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at _____ (Date) 4-23-12 FROM Canton Drop Forge

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address for purposes of notification only.)

Consigned TO Dubro Oil

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1

Destination Cleveland Street 2400 Mulberry City

County _____ State _____ Zip _____

Route _____ Delivery Address ★ 2400 Mulberry st

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier Dubro Oil Car or Vehicle Initials and No. PS

Collect on Delivery $ _____ And Remit to _____

Street _____ City _____ State _____

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

† "The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."
† Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		totes 5COR for Recycle + Return	3,000		
		(NON HAZARDOUS)			
		waste profile 0006			
		MSDS on file at Dubro Oil			
			4-24-12		

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Canton Drop Forge Shipper, Per [redacted] 4-23-12 _____ Agent

Permanent post-office address of shipper, 4575 southway st canton Ohio Per _____

3 44706

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. 7

WAST PROFILE 00

Shipper's No.

Carrier's Name: DuBro Oil Pick up

Carrier's No. OHD 658383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at (Date) FROM CANTON Drop

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

(Mail or street address for purposes of notification only.)

Consigned TO DuBro Oil

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination CLEVELAND Street MulBerry ST City

County State Ohio Zip

Route CLEVELAND OHIO Delivery Address ★ 2400 MulBerry ST

(★To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier DuBro Oil Car or Vehicle Initials and No. TPL

Collect on Delivery $ N/C And Remit to

Street City State

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

N C

Agent or Cashier

Per

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

† "The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		Totes Forge Lub For Recycled	6,000		
		(NON HAZARDOUS)			
		WASTPro File (0002)			
		MSDS ON FILE			

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

Paul S 5-8-12

CANTON Drop Shipper, Per Agent

Permanent post-office address of shipper, 4575 SouthWAY ST CANTON OHIO Per

3

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. 6

Shipper's No. C002

Carrier's Name: DuBro oil Pick-up

Carrier's No. OHP658383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at CLEVELAND (Date) 6-26-12 FROM

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

(Mail or street address for purposes of notification only)

Consigned TO DuBro oil

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination CLEVELAND Street 2400 MULBERRY ST City

County State Zip

Route CLEVELAND Ohio Delivery Address* 2400 MULBERRY

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier DuBro oil Car or Vehicle Initials and No.

Collect on Delivery $ N/C And Remit to

Street City State

No. Packages	H.M	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		TOTES For Recycle 500R	6,000		
		(NON HAZARDOUS)			
		WHST PRO FILE C002			
		MSDS ON FILE			

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

(Signature of consignor.)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ N/C to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per

(The signature here acknowledges only the amount prepaid.)

Charges Advanced.

$

† "The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."

† Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

CANTON Drop Forge Shipper, Per 6-26-12 Agent

Permanent post-office address of shipper, 4575 SOUTHWAY ST CANTON Ohio Per

3 44706

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. 2

Shipper's No.

Carrier's Name: DuBro Oil Pick up

Carrier's No. OHD058383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at Cleveland Ohio (Date) 8-1-12 FROM Canton Drop Forge

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

(Mail or street address for purposes of notification only.)

Consigned TO DuBro Oil

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination Cleveland Ohio Street 2400 Mulberry City

County State Zip

Route Delivery Address ★ 400 Mulberry

(★To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier DuBro Oil Car or Vehicle Initials and No.

Collect on Delivery $ N/C And Remit to

Street City State

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
4		Totes of 500 Recycle	8000		
		(NON HAZARDOUS)			
		WAST PROFILE 0002			
		MSDS ON FILE			

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

(Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced $

† "The fiber containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification"
† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission

Canton Drop Forge Shipper, Per

Agent

Permanent post-office address of shipper, 4575 Southway St Canton Ohio

Per

3 44706

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. OhD 00 4465 14

Carrier's Name: DuBro OIL (PICK UP)

Carrier's No. OhD 658 383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at CLEVELAND Ohio (Date) 4-19-11 FROM CANTON Drop Forge

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understo[illegible] throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway ro[illegible] or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any por[illegible] of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Stra[illegible] Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address for purposes of notification only)

Consigned TO DuBro oil

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1

Destination CLEVELAND Street MULBERRY City

County State 44113 Zip

Route CLEVELAND Ohio Delivery Address* 2400 MULBERRY ST

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat)

Delivering Carrier DuBro OIL Car or Vehicle Initials and No.

Collect on Delivery $ N/A And Remit to

Street City State

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		TOTES USED FORGE LUB	3,000		
		FOR RECYCLED AND RETRUN			
		(NON HAZARDOUS)			
		WAST PROFILE 0002			
		IN THE OFFICE +			
		MSDS ON FILE AT DUBRO OIL			

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Ray M [illegible] per

CANTON Drop Forge Shipper, Per 4/19/11 Agent

Permanent post-office address of shipper, 4575 SOUTH WAY ST CANTON Ohio 44706 Per

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

N C

Agent or Cashier

Per

(The signature here acknowledges only the amount prepaid.)

Charges Advanced

$

†"The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."

†Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

3

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. OHD 004465142

Carrier's Name: DuBro Oil Pick up

Carrier's No. OHD 658383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at Clevelan (Date) 4-19-11 FROM CANTON Drop Forge

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address for purposes of notification only.)

Consigned TO DuBro Oil

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1

Destination Cleveland Street Mul Berry City

County State 44113 Zip

Route Cleveland Ohio Delivery Address ★ 2400

(★To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier DuBro Car or Vehicle Initials and No.

Collect on Delivery $ N/C And Remit to

Street City State

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		Totes Hydracl	3,000		
		For Recycle AND Return			
		WAST Profile # 0001			
		ON File + MSDS on File			
		AT DuBro			

Ray Mitchell 4/19/11 per

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

(Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid"

Received $ to apply in prepayment of the charges on the property described hereon

N/C

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced

$

†"The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission

CANTON Drop Forge Shipper, Per Agent

Permanent post-office address of shipper, 4575 Southway St Canton Ohio 44706 Per

3

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, or a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. OHD 00 446574

Carrier's Name: DuBro Oil Pick up

Carrier's No. OHD 658383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at CLEVELAND Ohio (Date) FROM CANTON Drop Forge

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned TO DuBro oil (Mail or street address for purposes of notification only)

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec 1

Destination CLEVELAND Street Mulberry City

County State Zip

Route CLEVELAND Ohio Delivery Address* 2400 Mulberry ST

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat)

Delivering Carrier DuBro oil Car or Vehicle Initials and No. PS

Collect on Delivery $ N/C And Remit to

Street City State

No. Packages	H.M	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		Totes used Forge LUB	3,000		
		For Recycle AND Return			
		(NON HAZARDous)			
		WAST Profile 0002			
		MSDS ALL on File			
		AT DuBro OFFICE			

Ray Mitchell

5/11/11

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

N C

Agent or Cashier

Per

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

† "The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."
† Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

CANTON Drop Forge Shipper, Per Agent

Permanent post-office address of shipper, 4575 SouthWAY ST CANTON Ohio 44706 Per

3

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. 20

Shipper's No. OHD 00 4465142

Carrier's Name: DuBro Oil Pick up

Carrier's No. OHD 658383128

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading.

at _____ (Date) 5-31-11 FROM CANTON Drop Forge

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

Consigned TO DuBro Oil (Mail or street address for purposes of notification only)

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination CLEVELAND Street 2400 MulBerry City

County _____ State _____ Zip

Route _____ Delivery Address ★ 2400 MulBerry ST

(★To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier DuBro Oil Car or Vehicle Initials and No. PS

Collect on Delivery $ _____ And Remit to _____

Street _____ City _____ State _____

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		Tote 500R For Recycle + Return	3,000		
		(NON HAZARDOUS)			
		WAST Profile 0002			
		MSDS ON File AT DuBro Oil			
		Ray Mitchell 5/31/11			

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

†"The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."

†Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

CANTON Drop Forge Shipper, Per 5-31-11 _____ Agent

Permanent post-office address of shipper, 4575 SouTHWAY ST CONTON, OHIO Per _____

3 44706

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. 71

Shipper's No. OHD 00446514

Carrier's Name: DuBro OIL PICK UP

Carrier's No. OHD 658383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at _____ (Date) _____ FROM CANTON Drop Forge

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address for purposes of notification only)

Consigned TO DuBro OIL

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination CLEVELAND Ohio Street MULBerry City

_____ County _____ State _____ Zip

Route _____ Delivery Address ★ 2400 MULBerry ST

(★To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier DuBro OIL Car or Vehicle Initials and No. PS

Collect on Delivery $ N/C And Remit to _____

_____ Street _____ City _____ State

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		TOTES 500 R For Recycle +			
		retrune (NON HAZARDOUS)			
		WAST ProFile 0002			
		MSDS ON FILE AT DuBro OIL			
		Ray C. Mc[illegible]			

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

_____ (Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

_____ Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced

$ _____

† "The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."

† Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

CANTON Drop Forge Shipper, Per _____ Agent

Permanent post-office address of shipper, 4575 Southway CANTON Ohio 44706 Per _____

3

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. 8

Shipper's No. OHD 004465 14

Carrier's Name: DuBro oil Pick up

Carrier's No. OHD 658383126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading,

at _____ (Date) 8-30-11 FROM CANTON Drop Forge

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

Consigned TO DuBro oil (Mail or street address for purposes of notification only.)

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination CLEVELAND Street MulBerry ST City

County State Zip

Route CLEVELAND Ohio Delivery Address *2400 MulBerry ST

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier DuBro oil Car or Vehicle Initials and No.

Collect on Delivery $ N/C And Remit to

Street City State

No. Packages	H.M	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3		Totes HYD For Recycle	4,000?		
		AND Return			
		(NON HAZARDOUS)			
		WAST Profile 0001			
		MSDS on File AT DuBro			

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight

NOTE —Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. Charges to be Paid by ☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

N C

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

† "The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."

† Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

CANTON Drop Forge Shipper, Per _____ per Bill Hughes 8/30/11 Agent

Permanent post-office address of shipper, 4575 SouthWAY ST CANTOIN Ohio 44706 Per _____

3

OVL 1

Dubro Oil Corporation
2400 Mulberry Street
Cleveland, Ohio 44113
Phone: (216) 696-2646

WASTE PROFILE

PROFILE #

A. GENERATOR INFORMATION

Generator Name: CANTON DROP FORGE

Address: 4575 SOUTHWAY ST SW

City: CANTON State: OHIO Zip: 44706

Technical Contact Name: KHOUSELNECHT Phone: 330-477-4511

email: KHOUSELNECHT@CANTONDROPFORGE.COM Fax: 330-477-2046

USEPA ID # OHD 004465142 ☐ CESQG ☐ SQG ☒ LQG

B. BILLING INFORMATION

☒ SAME AS GENERATOR

Customer Name:

Address:

City: State: Zip:

Contact: Phone:

email: Fax:

C. SHIPPING INFORMATION

Proper DOT Shipping Name: WASTE OIL

Shipping Volume: 450 ☒ gallons ☐ drums ☐ pounds ☐ other

Container Type: TOTE Size: 450 GALLON

Frequency: ☐ Day ☐ Week ☒ Month ☐ Qtr ☐ Year ☐ Once

D. MATERIAL DESCRIPTION

Common Name: WASTE OIL

X Specific Process Generating Material: FORGING pump Going to & process
Is it contaminated?

E. CHEMICAL COMPOSITION

COMPONENT	RANGE				PERCENT	PPM
OIL	MIN	85	MAX	95	☒	☐
WATER	MIN	14	MAX	4	☒	☐
DIRT	MIN	1	MAX	1	☒	☐
	MIN		MAX		☐	☐

Analytical Attached: ☐ Yes ☒ No

F. PHYSICAL PROPERTIES

Liquid: 99 %

Solid: 1 % Phases: ☐ Single ☐ Double ☐ Multi

Sludge: _____ %

Color: BLACK

Odor: _____

Physical State at 70°F: ☐ Solid ☒ Liquid ☐ Sludge ☐ Dust

pH: ☐ <2 ☐ 2.1 - 4.9 ☒ 5-10 ☐ 10.1-12.4 ☐ >12.5

Flashpoint: ☐ <100°F ☐ 101-139°F ☐ 140-199°F ☒ >200°F

G. REGULATORY INFORMATION

Is this an EPA RCRA listed hazardous waste (F, K, P, U)?	☐	Y	☐	N		
Is this an EPA RCRA characteristic waste (D001-D043)?	☐	Y	☐	N		
Is this material produced from a renewable source?	☐	Y	☐	N		
Is this a PCB waste regulated by TSCA? (PCB≥ 50 PPM)	☐	Y	☒	N		
Does this material contain any detectable PCBs? (2 PPM or more)	☐	Y	☒	N		
Does this material contain petroleum products other than used oil?	☐	Y	☒	N		
Does this waste stream contain used oil?	☒	Y	☐	N		
Is this used oil mixed with either listed or characteristic hazardous waste generated by a CESQG?	☐	Y	☒	N	☐	NA
If the used oil is mixed with either listed or characteristic hazardous waste, dies the resulting mixture result in exhibiting any characteristic of hazardous waste?	☐	Y	☒	N	☐	NA
Does this used oil stream contain >1000 PPM of halogens? If no, attach rebuttable presumption (i.e. MSDS, purchase orders, invoice, shipping ticket, hazardous waste generator status, detailed explanation of process generating waste)	☐	Y	☐	N	☐	NA
Analytical data or rebuttable presumption attached?	☐	Y	☒	N		

H. HAZARDOUS CHARACTERISTICS

Contains: ☐ Asbestos __ % ☐ Herbicides/Pesticides __ % ☐ Radioactive ☐ Biological/Infectious

☐ Reactive ☐ Explosive ☐ Pyrophoric ☐ Fuming ☐ Shock ☐ Air Reactive ☐ Water Reactive

I hereby certify that the information contained in this profile form is accurate and complete. There have been no deliberate omissions or falsification of information pertaining to the composition, properties, and hazards associated with this waste, and all known or suspected hazards have been disclosed.

Generator Signature: X [signature] Title (Print): X MCP Pg Eng

Name (Print): X KU HOUSEKNECHT Date: X 1/12/11

Dubro Oil Corporation
2400 Mulberry Street
Cleveland, Ohio 44113
Phone: (216) 696-2646

WASTE PROFILE

PROFILE #

A. GENERATOR INFORMATION

Generator Name: CANTON DROP FORGE

Address: 4575 SOUTHEAST ST S.W.

City: CANTON State: OHIO Zip: 44706

Technical Contact Name: K. HOUSENECHT Phone: 330 477 4511

email: KHOUSENECHT@CANTONDROPFORGE.COM Fax: 330 477 2046

USEPA ID # OHD 004465142 ☐ CESQG ☐ SQG ☒ LQG

B. BILLING INFORMATION

☑ SAME AS GENERATOR

Customer Name:

Address:

City: State: Zip:

Contact: Phone:

email: Fax:

C. SHIPPING INFORMATION

Proper DOT Shipping Name: WASTE OIL

Shipping Volume: ☐ gallons ☐ drums ☐ pounds ☐ other

Container Type: TOTE Size: 450 GAL

Frequency: ☐ Day ☐ Week ☒ Month ☐ Qtr ☐ Year ☐ Once

D. MATERIAL DESCRIPTION

Common Name: WASTE OIL

Specific Process Generating Material: HYDRAULIC OIL FOR FORGING TRIM PRESS & MANIPULATORS

E. CHEMICAL COMPOSITION

COMPONENT	RANGE				PERCENT	PPM
OIL	MIN	98.0	MAX	99.5	☐	☐
WATER	MIN	.15	MAX	0.0	☐	☐
DIRT	MIN	.5	MAX	.5	☐	☐
	MIN		MAX		☐	☐

Analytical Attached: ☐ Yes ☑ No

F. PHYSICAL PROPERTIES

Liquid: 99.5 %

Solid: .5 % Phases: ☐ Single ☐ Double ☐ Multi

Sludge: — %

Color: Black

Odor: None

Physical State at 70°F: ☐ Solid ☒ Liquid ☐ Sludge ☐ Dust

pH: ☐ <2 ☐ 2.1 - 4.9 ☒ 5-10 ☐ 10.1-12.4 ☐ >12.5

Flashpoint: ☐ <100°F ☐ 101-139°F ☐ 140-199°F ☒ >200°F

G. REGULATORY INFORMATION

Is this an EPA RCRA listed hazardous waste (F, K, P, U)?	☐	Y	☐	N		
Is this an EPA RCRA characteristic waste (D001-D043)?	☐	Y	☐	N		
Is this material produced from a renewable source?	☐	Y	☐	N		
Is this a PCB waste regulated by TSCA? (PCB≥ 50 PPM)	☐	Y	☒	N		
Does this material contain any detectable PCBs? (2 PPM or more)	☐	Y	☒	N		
Does this material contain petroleum products other than used oil?	☐	Y	☒	N		
Does this waste stream contain used oil?	☒	Y	☐	N		
Is this used oil mixed with either listed or characteristic hazardous waste generated by a CESQG?	☐	Y	☒	N	☐	NA
If the used oil is mixed with either listed or characteristic hazardous waste, dies the resulting mixture result in exhibiting any characteristic of hazardous waste?	☐	Y	☒	N	☐	NA
Does this used oil stream contain >1000 PPM of halogens? If no, attach rebuttable presumption (i.e. MSDS, purchase orders, invoice, shipping ticket, hazardous waste generator status, detailed explanation of process generating waste)	☐	Y	☐	N	☐	NA
Analytical data or rebuttable presumption attached?	☐	Y	☐	N		

H. HAZARDOUS CHARACTERISTICS

Contains: ☐ Asbestos __ % ☐ Herbicides/Pesticides __ % ☐ Radioactive ☐ Biological/Infectious

☐ Reactive ☐ Explosive ☐ Pyrophoric ☐ Fuming ☐ Shock ☐ Air Reactive ☐ Water Reactive

I hereby certify that the information contained in this profile form is accurate and complete. There have been no deliberate omissions or falsification of information pertaining to the composition, properties, and hazards associated with this waste, and all known or suspected hazards have been disclosed.

Generator Signature: X [signature] Title (Print): X MCB Plt Eng

Name (Print): X K.T. Houserenzas Date: X 1/12/11

SHIPPING NOTICE

Canton

CANTON DROP FORGE

HIGH PERFORMANCE CLOSED DIE FORGINGS

4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

PH. 330 / 477-4511
FAX 330 / 477-2046

No. 09789

DATE SHIPPED 4/19/11

SOLD TO
DUBRO OIL CORP
2400 MULBERRY ST
CLEVELAND OH 44113-1196

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #11-0010			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
4	TOTES OF 500 DIE LUBE RECYCLE						

TOTAL	ITEM NUMBER	REMARKS:
TYPE STEEL:		NO. OF @ LBS. EA.
		GROSS WT.

Paul S
Ray M Ellend
4/19/11

SHIP 006 REV 1

SHIPPING NOTICE

CANTON DROP FORGE *HIGH PERFORMANCE CLOSED DIE FORGINGS*

4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

PH. 330 / 477-4511
FAX 330 / 477-2046

No. 09796

DATE SHIPPED 5/11/11

SOLD TO
dubro oi
DUBRO OIL COPR
2400 MULBERRY ST
CLEVELAND OH 44113

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #11-0010			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
4							
3	TOTES OF 500 DIE LUBE RECYCLE						

WAST PROFILE
0002

TOTAL	ITEM NUMBER	REMARKS:
TYPE STEEL:		NO. OF @ LBS. EA.
		GROSS WT.

SHIP 006 REV 1

SHIPPING NOTICE

CANTON DROP FORGE *HIGH PERFORMANCE CLOSED DIE FORGINGS*

4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

PH. 330 / 477-4511
FAX 330 / 477-2046

No. 10564

DATE SHIPPED 8/4/11

SOLD TO
DUBRO OIL CORP
2400 MULBERRY ST
CLEVELAND OH 44113-1196

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #11-0010			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
3	TOTES OF 500 DIE LUBE RECYCLE					500 GAL	100 GAL

TOTAL	ITEM NUMBER	REMARKS:
3		

TYPE STEEL:

NO. OF @ LBS. EA.

GROSS WT.

SHIP 006 REV 1

SHIPPING NOTICE

CANTON DROP FORGE *HIGH PERFORMANCE CLOSED DIE FORGINGS*

4575 SOUTHWAY ST., S.W. • P.O. BOX 6902
CANTON, OHIO 44706

PH. 330 / 477-4511
FAX 330 / 477-2046

No. 10596

DATE SHIPPED 9/13/11

SOLD TO
DUBRO OIL
2400 MULBERRY ST
CLEVELAND OH 44113

SHIP TO
SAME

CUSTOMER ORDER NO.	OUR JOB	BILL OF LADING NO.	COLLECT / PREPAID
CDF PO #11-0010			
PART NAME	DIE NO.	SHIPPED VIA:	
PART NUMBER	CHANGE	VENDOR TRK	

PIECES	SERIAL NUMBER	MILL	HEAT NUMBER	HEAT CODE	LOT	WEIGHT UNIT	WEIGHT TOTAL
	TOTES OF 500 DIE LUBE RECYCLE						

VOID

TOTAL	ITEM NUMBER	REMARKS:
TYPE STEEL:		NO. OF @ LBS. EA.
		GROSS WT.

SHIP 005 REV 1

Dubro Oil Corporation
2400 Mulberry Street
Cleveland, Ohio 44113
Phone: (216) 696-2646

WASTE PROFILE

PROFILE # 0002

A. GENERATOR INFORMATION

Generator Name: CANTON DROP FORGE

Address: 4575 SOUTHWAY ST S.W.

City: CANTON State: OHIO Zip: 44706

Technical Contact Name: K HOUSENEGAT Phone: 330 477 4511

email: KHOUSENEGAT@CANTONDROPFORGE.COM Fax: 330 477 2046

USEPA ID # OHD 004465142 ☐ CESQG ☐ SQG ☒ LQG

B. BILLING INFORMATION

☒ SAME AS GENERATOR

Customer Name:

Address:

City: State: Zip:

Contact: Phone:

email: Fax:

C. SHIPPING INFORMATION

Proper DOT Shipping Name: WASTE OIL

Shipping Volume: 450 ☒ gallons ☐ drums ☐ pounds ☐ other

Container Type: TOTE Size: 450 GALLON

Frequency: ☐ Day ☐ Week ☒ Month ☐ Qtr ☐ Year ☐ Once

D. MATERIAL DESCRIPTION

X Common Name: WASTE OIL

Specific Process Generating Material: USED FOR FORGING ON HOT STEEL SO FORGE DIE DOES NOT STICK. DOES NOT COME IN CONTACT WITH ANY OTHER OILS OR SOLVENTS

E. CHEMICAL COMPOSITION

COMPONENT	RANGE				PERCENT	PPM
OIL	MIN	85	MAX	95	☒	☐
WATER	MIN	1	MAX	4	☒	☐
DIRT	MIN	1	MAX	1	☒	☐
	MIN		MAX		☐	☐

Analytical Attached: ☒ Yes ☐ No

• MSDS ALSO CHOK D-TECT TEST

2

F. PHYSICAL PROPERTIES

Liquid: 99 %

Solid: 1 % Phases: ☐ Single ☐ Double ☐ Multi

Sludge: ____ %

Color: Black

Odor: ____

Physical State at 70oF: ☐ Solid ☒ Liquid ☐ Sludge ☐ Dust

pH: ☐ <2 ☐ 2.1 - 4.9 ☒ 5-10 ☐ 10.1-12.4 ☐ >12.5

Flashpoint: ☐ <100oF ☐ 101-139oF ☐ 140-199oF ☒ >200oF

G. REGULATORY INFORMATION

Is this an EPA RCRA listed hazardous waste (F, K, P, U)?	☐ Y	☐ N				
Is this an EPA RCRA characteristic waste (D001-D043)?	☐ Y	☐ N				
Is this material produced from a renewable source?	☐ Y	☐ N				
Is this a PCB waste regulated by TSCA? (PCBs 50 PPM)	☐ Y	☒ N				
Does this material contain any detectable PCBs? (2 PPM or more)	☐ Y	☒ N				
Does this material contain petroleum products other than used oil?	☐ Y	☒ N				
Does this waste stream contain used oil?	☒ Y	☐ N				
Is this used oil mixed with either listed or characteristic hazardous waste generated by a CESQG?	☐ Y	☒ N	☐ NA			
If the used oil is mixed with either listed or characteristic hazardous waste, dies the resulting mixture result in exhibiting any characteristic of hazardous waste?	☐ Y	☒ N	☐ NA			
Does this used oil stream contain >1000 PPM of halogens? If no, attach rebuttable presumption (i.e. MSDS, purchase orders, invoice, shipping ticket, hazardous waste generator status, detailed explanation of process generating waste)	☐ Y	☐ N	☐ NA			
Analytical data or rebuttable presumption attached?	☐ Y	☒ N				

H. HAZARDOUS CHARACTERISTICS

Contains: ☐ Asbestos __ % ☐ Herbicides/Pesticides __ % ☐ Radioactive ☐ Biological/Infectious

☐ Reactive ☐ Explosive ☐ Pyrophoric ☐ Fuming ☐ Shock ☐ Air Reactive ☐ Water Reactive

I hereby certify that the information contained in this profile form is accurate and complete. There have been no deliberate omissions or falsification of information pertaining to the composition, properties, and hazards associated with this waste, and all known or suspected hazards have been disclosed.

Generator Signature: X [signature] Title (Print): X Plc Pr Eric

Name (Print): X Ro Hourzinski Date: X 1/12/11

ATTACHMENT K

Preventative Maintenance Procedures

Task Report (Full List)

Site CDF
Task No. FS28
Description REMOVE OIL FROM CYL. OIL COLLECTION TANK

Assigned To 1490
WO Type ENVIRO
Expense Class

Priority 4.00
Multitask No
In-service Task Yes

Craft	Crew Size	Estimated Labor Hours
MEC-REPAIR	1.00	2.00
OILER	1.00	1.00

Equipment No. AFOG00
Equipment Description MISCELLANEOUS EQUIPMENT IN FORGE SHOP

Location FORGE SHOP
Sub-location 1 -
Sub-location 2 -
Sub-location 3 -
Date Last Performed 3/13/2012
Next Due Date 8/19/2012
Tenant

Perform Every 3.00 Month(s)
Schedule Type Duplicates
Task Duration
No. of Times Completed 47.00
Down Time
Must Be Down Yes

Meter Name	Last Performed At

Task Instructions

Instruction Code DS28 **Date Last Edited** 5/3/2000

PIPE FITTER TO CONNECT A PUMP TO THE TANK DRAIN.
OILER SHOULD DRAIN OFF ALL WATER FROM THE BOTTOM OF THE TANK.
PUMP THE OIL OUT TO 55 GAL DRUMS.
RECORD THE NUMBER OF DRUMS HERE_____

Task Report (Full List)

Site CDF
Task No. FS27
Description CHECK OIL/WATER SEPARATOR OPERATION

Assigned To 1490
WO Type PREVENT
Expense Class

Priority 3.00
Multitask No
In-service Task Yes

Craft	Crew Size	Estimated Labor Hours
ELECT	1.00	0.50

Equipment No. BFOG23
Equipment Description MACK INDUSTRIES GRIT TANK & SEPARATOR

Location YARD SOUTH OF FORGE SHOP
Sub-location 1 -
Sub-location 2 -
Sub-location 3 -
Date Last Performed 7/3/2012
Next Due Date 9/4/2012
Tenant

Perform Every 3.00 Month(s)
Schedule Type Duplicates
Task Duration
No. of Times Completed 26.00
Down Time
Must Be Down No

Meter Name	Last Performed At

Task Instructions

Instruction Code FS27 **Date Last Edited** 1/4/2000

PLEASE CHECK THE FORGE SHOP OIL/WATER SEPARATOR FOR THE FOLLOWING.
THE CONTROL PANEL LIGHT IS WORKING.
BOTH PUMPS ARE ON AUTO AND THE PUMPS ALTERNATE.
NO SEAL FAILURE LIGHTS ARE ON AND THE POWER HOUSE RED FLASHING LIGHT IS OFF.
BOTH PUMPS ARE ON IF ONE PUMP CAN NOT KEEP UP.
THE CONTROL PANEL IS CLOSED AND TIGHT.
CHECK TO BE SURE AN ELECTRICAL SCHEMATIC IS IN THE CONTROL PANEL.

Task Report (Full List)

Site CDF
Task No. FS03
Description INSPECT THE FORGE SHOP OIL/WATER SEPARATOR

Assigned To 1490
WO Type PREVENT
Expense Class

Priority 2.00
Multitask No
In-service Task Yes

Craft	Crew Size	Estimated Labor Hours
ELECT	1.00	1.00
MEC-REPAIR	1.00	1.00

Equipment No. BFOG23
Equipment Description MACK INDUSTRIES GRIT TANK & SEPARATOR

Location YARD SOUTH OF FORGE SHOP
Sub-location 1 -
Sub-location 2 -
Sub-location 3 -
Date Last Performed 7/3/2012
Next Due Date 9/17/2012
Tenant

Perform Every 90.00 Day(s)
Schedule Type Duplicates
Task Duration
No. of Times Completed 58.00
Down Time
Must Be Down No

Meter Name	Last Performed At

Task Instructions

Instruction Code FS03 **Date Last Edited** 9/2/2003

```
TAKE GAS DETECTION METER FOR CONFINED SPACE ENTRY.
TAKE TAPE MEASURE, RAGS,
FOLLOW CONFINED SPACE ENRTY PROCEEDURES IF YOU NEED TO GO INTO THE TANK.
MEASURE FLOAT POSITIONS FROM THE FLOAT HANGER DOWN TO THE TOP OF THE FLOAT AS IT HANGS
     LS1-PUMPS OFF-116
     LS2-LEAD PUMP ON-94 inches
     LS3-LAG PUMP ON & HIGH WATER ALARM-89 inches
     LS_-HIGH WATER ALARM(STORAGE)-72inches  This is really not used as of May 2000
CHECK TO BE SURE BOTH PUMPS ARE WORKING
CHECK TO BE SURE THE RED LIGHT COMES ON FOR HIGH LEVEL IN THE POWER
     HOUSE AND ON THE CONTROL POST.
RESET THE THE CONTROL POST LIGHT.  THIS WILL REQUIRE REMOVING THE COVER.
REFERENCE SKETCH 00-15 IN KEITH'S FILE.
```

ATTACHMENT L

TCLP Analysis

CRYSTAL LABORATORIES

1201 Camden Ave, SW * Canton, Ohio 44706
Phone No: 330-454-4222

Laboratory No. 110412160 **Customer: Canton Drop Forge**
4575 Southway St.
Canton, OH 44706

Date Received: 04/11/11
Date Sampled: 04/11/11
Time Sampled: 14:10
Project Name: Kimble
Identification: #1 Grab Waste Refractory
Sample Matrix: Solid

Analysis	Method	Results	Detection Limits	Date of Analysis
TCLP Arsenic	1311/6010	0.19 mg/L	0.02 mg/L	04/14/11
TCLP Barium	1311/6010	0.50 mg/L	0.02 mg/L	04/14/11
TCLP Cadmium	1311/6010	0.19 mg/L	0.02 mg/L	04/14/11
TCLP Chromium	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11
TCLP Lead	1311/6010	0.83 mg/L	0.02 mg/L	04/14/11
TCLP Mercury	1311/7471	<0.002 mg/L	0.002 mg/L	04/14/11
TCLP Selenium	1311/6010	0.12 mg/L	0.02 mg/L	04/14/11
TCLP Silver	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11

Approved By: _____

CRYSTAL LABORATORIES

1201 Camden Ave, SW * Canton, Ohio 44706
Phone No: 330-454-4222

Laboratory No. 110412161 **Customer: Canton Drop Forge**
4575 Southway St.
Canton, OH 44706

Date Received: 04/11/11
Date Sampled: 04/11/11
Time Sampled: 14:15
Project Name: Kimble
Identification: #2 Grab Fly Ash
Sample Matrix: Solid

Analysis	Method	Results	Detection Limits	Date of Analysis
TCLP Arsenic	1311/6010	0.09 mg/L	0.02 mg/L	04/14/11
TCLP Barium	1311/6010	21.6 mg/L	0.02 mg/L	04/14/11
TCLP Cadmium	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11
TCLP Chromium	1311/6010	0.02 mg/L	0.02 mg/L	04/14/11
TCLP Lead	1311/6010	1.95 mg/L	0.02 mg/L	04/14/11
TCLP Mercury	1311/7471	0.006 mg/L	0.002 mg/L	04/14/11
TCLP Selenium	1311/6010	0.11 mg/L	0.02 mg/L	04/14/11
TCLP Silver	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11

Approved By: _____

CRYSTAL LABORATORIES

1201 Camden Ave, SW * Canton, Ohio 44706
Phone No: 330-454-4222

Laboratory No. **110412163** **Customer:** **Canton Drop Forge**
4575 Southway St.
Canton, OH 44706

Date Received: **04/11/11**
Date Sampled: **04/11/11**
Time Sampled: **14:30**
Project Name: **Kimble**
Identification: **#4 Grab Floor Scrappings**
Sample Matrix: **Solid**

Analysis	Method	Results	Detection Limits	Date of Analysis
TCLP Arsenic	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11
TCLP Barium	1311/6010	5.04 mg/L	0.02 mg/L	04/14/11
TCLP Cadmium	1311/6010	0.25 mg/L	0.02 mg/L	04/14/11
TCLP Chromium	1311/6010	0.33 mg/L	0.02 mg/L	04/14/11
TCLP Lead	1311/6010	0.78 mg/L	0.02 mg/L	04/14/11
TCLP Mercury	1311/7471	<0.002 mg/L	0.002 mg/L	04/14/11
TCLP Selenium	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11
TCLP Silver	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11

Approved By: _____

CRYSTAL LABORATORIES

1201 Camden Ave, SW * Canton, Ohio 44706
Phone No: 330-454-4222

Laboratory No. 110412162 **Customer: Canton Drop Forge**
4575 Southway St.
Canton, OH 44706

Date Received: 04/11/11
Date Sampled: 04/11/11
Time Sampled: 14:30
Project Name: Kimble
Identification: #3 Grab Lime Cake
Sample Matrix: Solid

Analysis	Method	Results	Detection Limits	Date of Analysis
TCLP Arsenic	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11
TCLP Barium	1311/6010	1.90 mg/L	0.02 mg/L	04/14/11
TCLP Cadmium	1311/6010	0.32 mg/L	0.02 mg/L	04/14/11
TCLP Chromium	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11
TCLP Lead	1311/6010	0.60 mg/L	0.02 mg/L	04/14/11
TCLP Mercury	1311/7471	<0.002 mg/L	0.002 mg/L	04/14/11
TCLP Selenium	1311/6010	0.15 mg/L	0.02 mg/L	04/14/11
TCLP Silver	1311/6010	<0.02 mg/L	0.02 mg/L	04/14/11

Approved By: _____

CHAIN - OF - CUSTODY

Company: CANTON DROP FORGE

Facility Name: " " "

City: CANTON | State: OHIO

Project Name: KIMBLE INFO

Project Contact: KEITH HOUSEKNECHT | Telephone #: 330-477-4511

Client's Representative: "

Project Manager: "

CRYSTAL LABORATORIES, INC.
1201 CAMDEN AVE. S.W.
CANTON, OHIO 44706
(330) 454-4222

Item #	Sample # or Location	Date	Time	Sample Type	Sample Description	Sets or #'s of Containers	VOC	SVOC	BTEX / MTBE	GRO	DRO	TPH - 1664	RCRA Metals	TCLP Metals	WET CHEM	Other Analysis	Lab ID - #
1	~~WASTE~~ R #1	11 APR 2011	1410	GRAB	WASTE REFRACTORY	1								X			[illegible]
2	#2	"	1415	"	FLY ASH	1								X			[illegible]
3	#3	"	1430	"	LIME CAKE	1								X			[illegible]
4	#4	"	1445	"	FLOOR SCRAPPINGS	1								X			[illegible]
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	

	Relinquished By	Accepted By	Date	Time
	[signature]	[signature]	4/11/11	3:15 PM

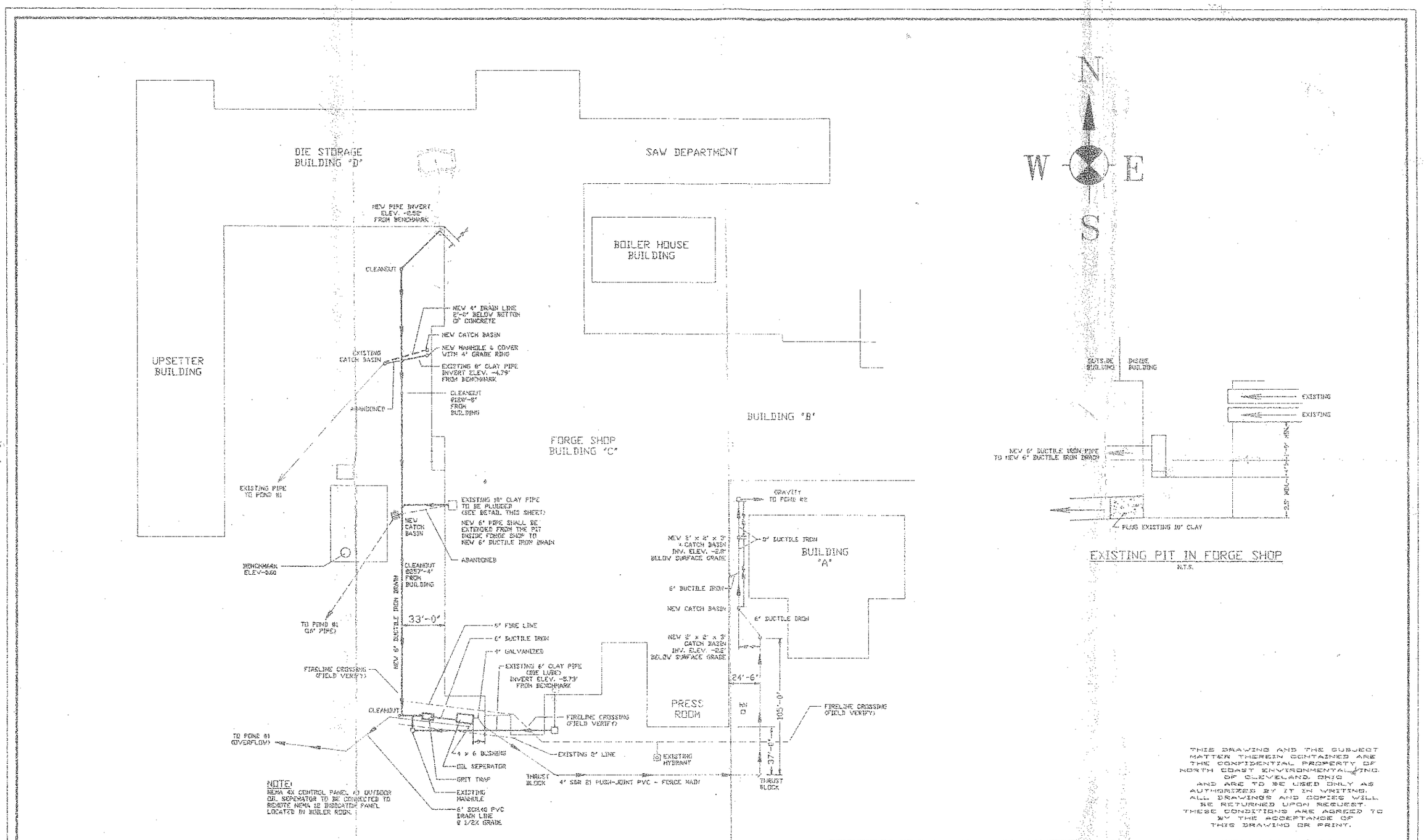
Remarks: PO # 11-1429

Temperature

Sampler's Signature:

ATTACHMENT M

Diagrams for Oil Water Separator and Sewers



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DATE	REVISION
2/96	AS BUILT

CANTON DROP FORGE

NEW 6" DRAIN, GRIT TRAP & OIL SEPERATOR PLAN

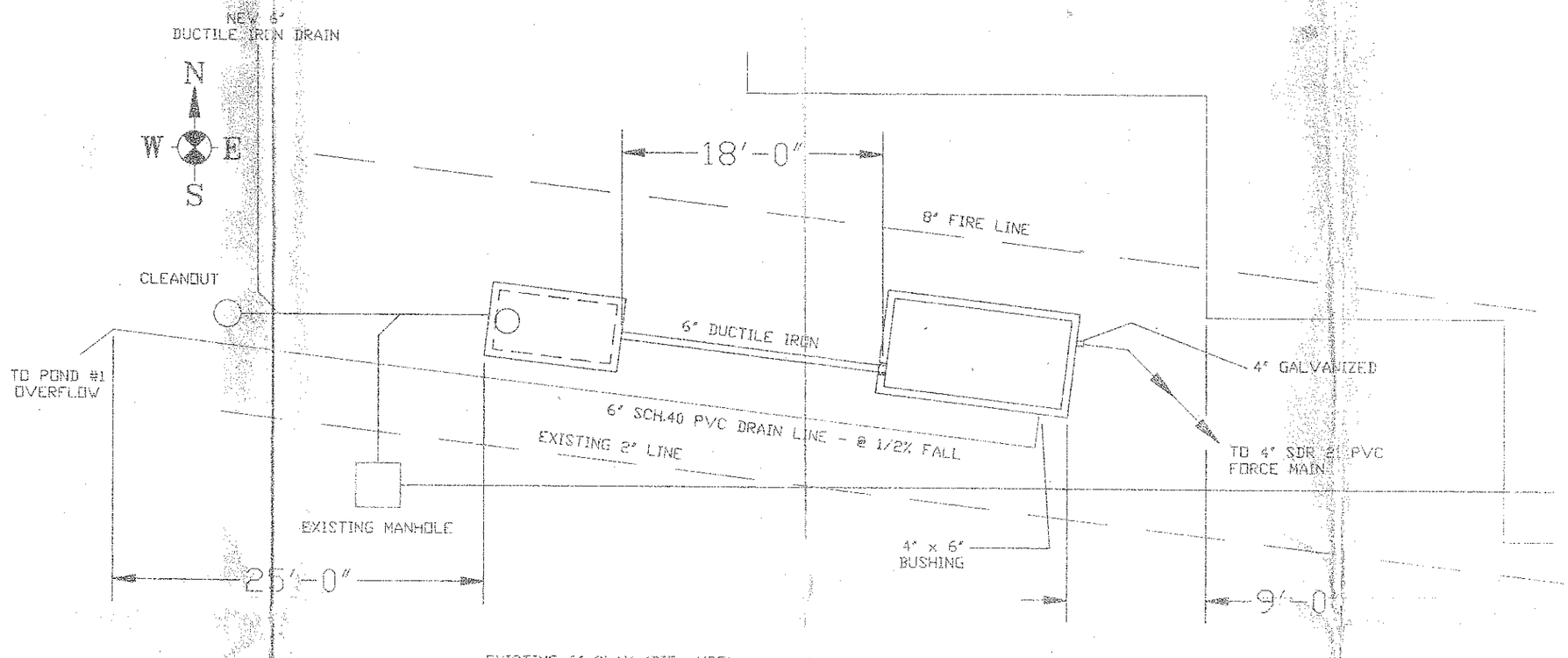
DRAWING TITLE

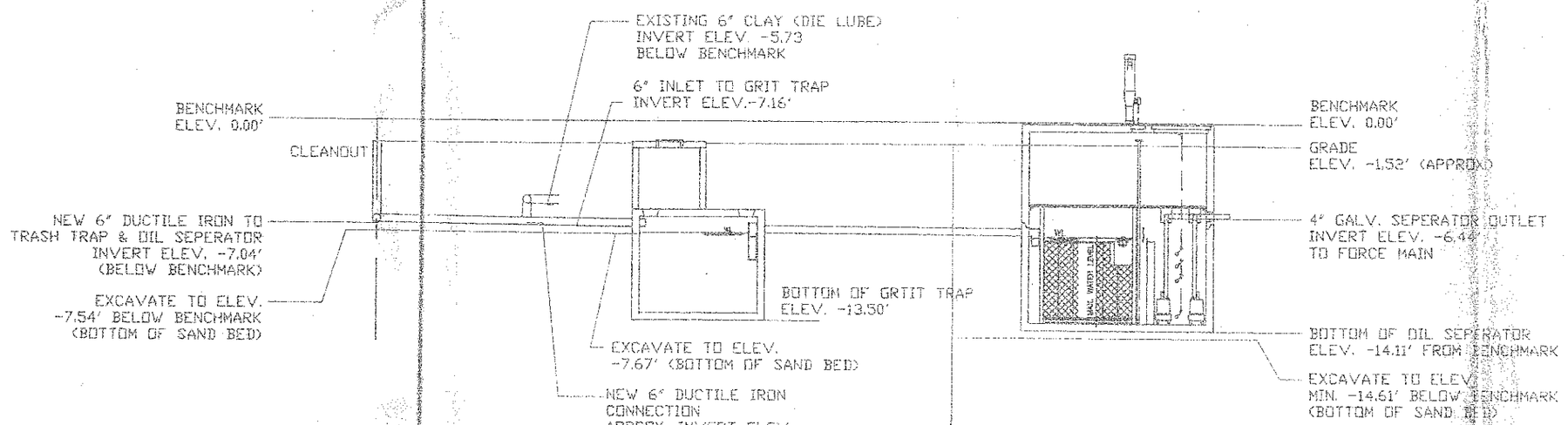
DRAWN BY	DATE	SCALE	DRAWN BY	DATE
RKF	3/14/96	1/32"=1'-0"	R.K.F. II	9/11/95

North Coast Environmental, Inc.
Cleveland, Ohio

SAVE NAME: CDF001X

DRAWING NUMBER: PL-1





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DATE	REVISION
2/96	AS BUILT

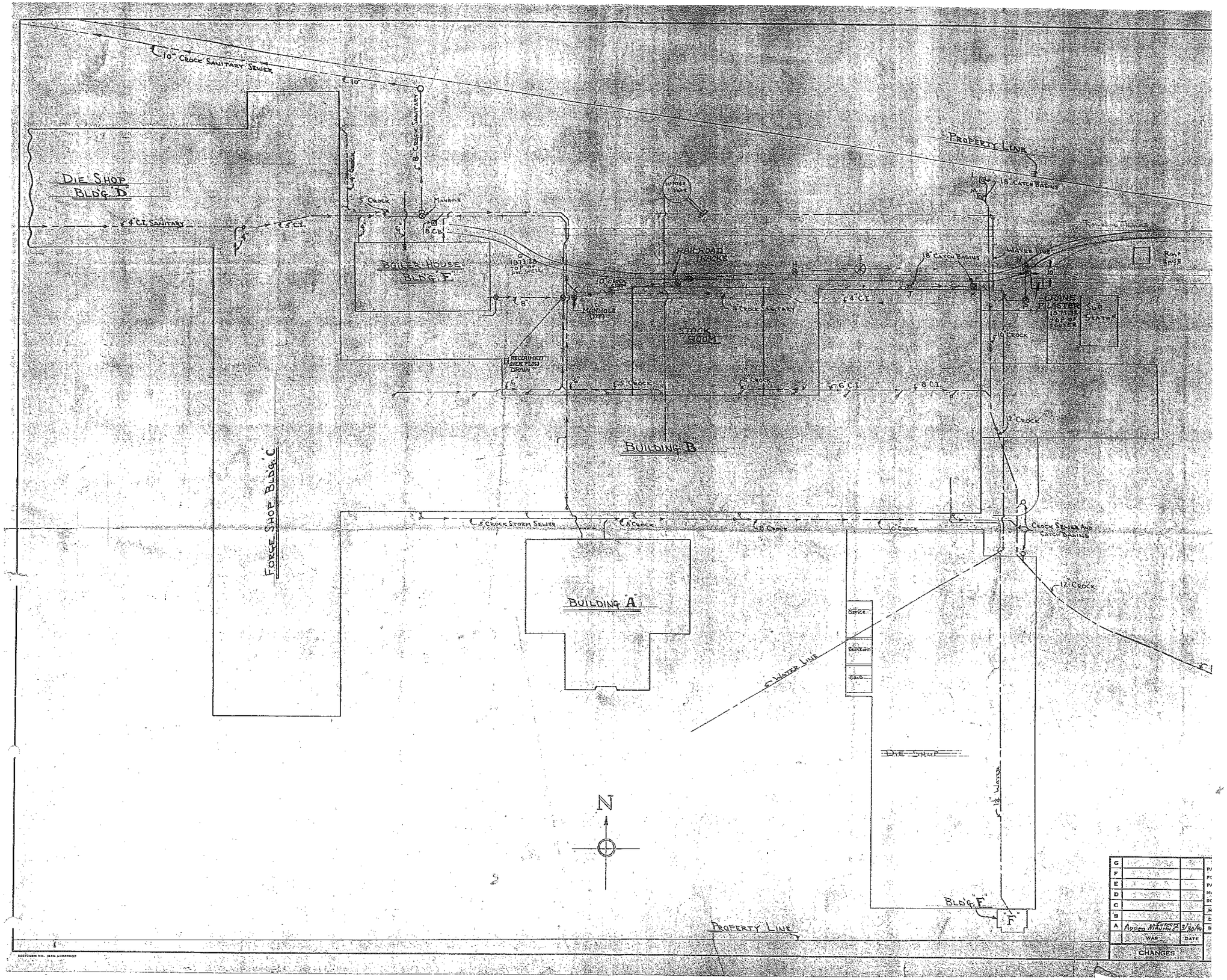
CANTON DROP FORGE

6" DUCTILE IRON DRAIN - OIL SEPERATOR - GRIT TRAP

APPROVED BY	DATE	SCALE	DRAWN BY	DATE
[illegible]	4/96	1/4"=1'-0"	R.K.F. II	2/96

North Coast Environmental, Inc.
Cleveland, Ohio

SAVE NAME: CDF006X
DRAWING NUMBER: M-1



10" Crock Sanitary Sewer
Property Line
Die Shop Bldg. "D"
4" C.I. Sanitary
5" C.I.
5" Crock
8" Crock Sanitary
Manhole
18" C.B.
Boiler House Bldg. "E"
Railroad Tracks
Stock Room
4" Crock Sanitary
Manhole
Recoaimed over flow drain
18" Catch Basins
Water Line
Crane Pilaster
Sub Station
10" Crock
12" Crock
Building "B"
Forge Shop Bldg. "C"
5" Crock Storm Sewer
8" Crock
10" Crock
Crock Sewer and Catch Basins
Building "A"
Water Line
Die Shop
1½" Water
Bldg. "F"
"F"
Property Line
N
Added Manhole
3/30/44
WAS
DATE
CHANGES

ATTACHMENT N

August 3, 2012, Shipment Information

Waste Profile

EVERCLEAR

Canton Drop Forge
Generator Name

OHD 004465142
EPA I.D.#

4575 Southway St., SW
Facility Street Address

Canton OH 44706
City/State/Zip

Sean Denman 330-477-4511
Contact/Phone

Billing Address (if different):

Complete Waste Disposal
Mailing Address

P.O. Box 1031
Chardon, OH 44024
City/State/Zip

NILS WIDING 440-286-8849
Contact/Phone

Material Description

Material Common Name Assorted Oil

Volume/Frequency Generated Yearly

Description of Process Generating Material Metal Forging

Generator Classification (Check Only One Box Below)

- ☐ [CESQG] Conditionally Exempt Small Quantity Generator 220 lbs. or less per 30 days
- ☒ [SQG] Small Quantity Generator 220-2200 lbs. per 30 days
- ☐ [LQG] Large Quantity Generator 2200 lbs. and over per 30 days

Waste Characterization

Note: Please attach any analytical data you may have on the waste stream being generated.

Is the material considered a RCRA Hazardous Waste?	☐ Yes	☒ No
Is the material considered a TSCA Hazardous Waste?	☐ Yes	☒ No
Does the material contain PCBs?	☐ Yes	☒ No
If yes, what is the concentration of PCBs?		
Is the material mixed with a characteristic waste?	☐ Yes	☒ No
Which characteristic waste(s)?		
Is halogen content greater than 1000ppm?	☐ Yes	☒ No
If yes, does the used oil contain listed hazardous waste?	☐ Yes	☒ No

All answers to the above questions are based on either analytical data or knowledge of the waste stream and the process generating the waste stream. Based on my knowledge, all information provided is complete and factual and is an accurate representation of the waste stream.

Sean Denman
Signature

Director-Safety
Job Title

8/2/12
Date

Sean Denman
Printed Name

Canton Drop Forge
Company

APPROVAL INFORMATION — EVERCLEAR USE ONLY

APPROVAL STATUS _____ APPROVAL # _____

AUTHORIZATION _____ DATE _____

Non-Hazardous Waste Manifest

EVERCLEAR

NON-HAZARDOUS WASTE MANIFEST	1. Generator's US EPA ID No.	2. Manifest Document No. 33150
3. Generator's Name and Mailing Address Sean Denman Canton Drop Forge 4575 Southway St SW Canton OH 44706		
4. Generator's Phone (330) 477-4511		
5. Transporter 1 Company Name: Blue 2 Transport Inc	6. US EPA ID Number: OHU 000[illegible]	A. State Transporter's ID
		B. Transporter 1 Phone: 440 [illegible]
7. Transporter 2 Company Name	8. US EPA ID Number	C. State Transporter's ID
		D. Transporter 2 Phone
9. Designated Facility Name and Site Address: EVERCLEAR of Ohio, Ltd. 3700 Oakwood Avenue Austintown, OH 44515	10. US EPA ID Number: OHR000015792	E. State Facility's ID
		F. Facility's Phone: 888-888-3208

11. WASTE DESCRIPTION NOT US DOT REGULATED	12. Containers No.	Type	13. Total Quantity	14. Unit Wt./Vol.
a. Non haz Non DOT Regulated Liquid Oil & water	001	TT	5800	G
b.				
c.				
d.				

G. Additional Descriptions for Materials Listed Above	H. Handling Codes for Wastes Listed Above

15. Special Handling Instructions and Additional Information

16. **GENERATOR'S CERTIFICATION:** I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transportation. The materials described on this manifest are not subject to federal hazardous waste regulations.

Printed/Typed Name	Signature	Date Month Day Year
Sean Denman	Sean Denman	8 3 12

17. Transporter 1 Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Date Month Day Year
Gary Tepley	Gary Tepley	04 03 12

18. Transporter 2 Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Date Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator; Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.

Printed/Typed Name	Signature	Date Month Day Year

PO Box 4058 • 3700 Oakwood Avenue, Austintown, Ohio 44515 • 330.792.2120 • Toll Free 888.888.3208 • Fax 330.792.2432

CONTAINER COMPLIANCE CORPORATION
NOTIFICATION AND DISCLOSURE STATEMENT

CUSTOMER: Complete Waste Disposal

ADDRESS: 4575 Smithway St SW

CITY: Canton CA

STATE ZIP

NUMBER OF DRUMS: _____ CUSTOMER LOAD & COUNT (Y/N): _____

THE CUSTOMER, BY AND THROUGH IT'S DULY AUTHORIZED OFFICER, EMPLOYEE OR AGENT, AS PART OF THE CONSIDERATION FOR CONTAINER COMPLIANCE CORPORATION ACCEPTING ITS' DRUMS ACKNOWLEDGES AND DISCLOSES THE FOLLOWING:

1). ALL CLOSED HEAD DRUMS WILL HAVE ALL CLOSURES IN PLACE AND TIGHT. ALL EMPTY OPEN HEAD DRUMS WILL BE RETURNED AS IF FULL, COVER AND RING IN PLACE AND TIGHTENED, ALL CLOSURES IN PLACE AND TIGHT, AND COMPLY TOTALLY WITH THE U.S. DEPT. OF TRANSPORTATION 49 CFR 173.29.*

2). ALL DRUMS ARE "EMPTY" AS THAT TERM IS DEFINED IN THE NATIONAL ENVIRONMENTAL PROTECTION AGENCY REGULATION, 40 CFR 261.7**, AND HAVE NOT CONTAINED "ACUTELY HAZARDOUS WASTE" AS LISTED IN 40 CFR 261.33(e)***, AND THAT ALL "RQ" MARKINGS APPLY ONLY TO THE ORIGINAL FILLED CONTAINER AND NOT TO THESE EMPTY CONTAINERS AS DEFINED IN 40 CFR 261.7.

3). CUSTOMER HEREBY AUTHORIZES CONTAINER COMPLIANCE CORPORATION TO ACT AS ITS AGENT, WHERE APPLICABLE, WITH RESPECT TO THE RETURN OF DRUMS NOT MEETING THE REQUIREMENTS OF "EMPTY" AS DEFINED IN 40 CFR 261.7 AND AGREES TO PAY ALL REASONABLE FEES AS MAY BE ASSOCIATED WITH THE RETURN OF "HEAVY" DRUMS.

* DOT'S 49 CFR 173.29 SAYS THAT ALL OPENINGS ON THE EMPTY CONTAINER MUST BE CLOSED, AND THAT ALL MARKINGS AND LABELS MUST BE IN PLACE AS IF THE DRUM WERE FULL OF ITS ORIGINAL CONTENTS. A DOT SHIPPING PAPER IS NOT REQUIRED FOR TRANSPORTATION OF A DRUM FOR RECONDITIONING VIA CONTRACT OR PRIVATE MOTOR CARRIER. DOT PLACARDING IS NOT REQUIRED FOR VEHICLES CARRYING EMPTY CONTAINERS.

** WITH REGARDS TO THE TERM "EMPTY", EPA'S 40 CFR 261.7 SAYS:
"A CONTAINER . . . . . IS EMPTY IF:

(i) ALL WASTES HAVE BEEN REMOVED THAT CAN BE REMOVED USING THE PRACTICES COMMONLY EMPLOYED TO REMOVE MATERIALS FROM THAT TYPE OF CONTAINER, e.g., POURING, PUMPING AND ASPIRATING, AND

(ii) NO MORE THAN 2.5 CENTIMETERS (0NE INCH) OF RESIDUE REMAIN ON THE BOTTOM OF THE CONTAINER, OR 3% BY WEIGHT OF TOTAL CONTAINER..."

THE EPA HAS EXPLAINED THIS RULE, SAYING THAT "ONE INCH OF WASTE MATERIAL IS AN OVERRIDING CONSTRAINT AND MAY REMAIN IN AN EMPTY CONTAINER ONLY IF IT CANNOT BE REMOVED BY NORMAL MEANS. THE RATIONALE FOR THIS PROVISION IS THAT THERE ARE CERTAIN TARS AND EXTREMELY VISCOUS MATERIALS THAT WILL REMAIN IN THE CONTAINER EVEN AFTER THE CONTAINER IS EMPTIED BY NORMAL MEANS."

Sean Denn

*** FOR RESIDUES OF PRODUCTS SPECIFICALLY LISTED BY NAME IN 40 CFR 261.33(e), EPA SAYS THE CONTAINER IS EMTPY ONLY "IF THE CONTAINER . . . HAS BEEN TRIPLE RINSED USING A SOLVENT CAPABLE OF REMOVING" THE PRODUCT, OR HAS BEEN CLEANED BY ANOTHER METHOD SHOWN TO ACHIEVE EQUIVALENT REMOVAL.

WITNESS: BY: Sean Denn

CCC DRIVER: [illegible] TITLE: Director - Safety

TRAILER NO.: 5669 DATE: 5-3-12

MEMBER RIPA

CONTAINER COMPLIANCE CORP.

5151 DENISON AVENUE
CLEVELAND, OH 44102

RECEIVING ORDER

DATE PRINTED	RECEIVER #
8/3/2012	35613

CUSTOMER NAME & BILLING ADDRESS
COMPLETE WASTE DISPOSAL COMPANY NILS WIDING P.O. BOX 1031 Chardon, Ohio 44024

SHIP TO:
ADDRESS: 4575 SOUTHWAY ST. SW
CITY: CANTON 44706
CONTACT: SEAN
PHONE: 330-477-4511

SHIP DATE	P.O. #	BLANKET P.O. #	P/U TRAILER #	D/O TRAILER #	DRIVER NAME
8/3/2012			8669		[illegible]

ITEM	DESCRIPTION	QUANTITY*
SSP	55 GALLON RCRA EMPTY SCRAP STEEL OR POLYS TO BE RECYCLED SUBJECT TO COUNT	132 STEEL 200 Y

* Quantities are subject to final count by Container Compliance Corp.

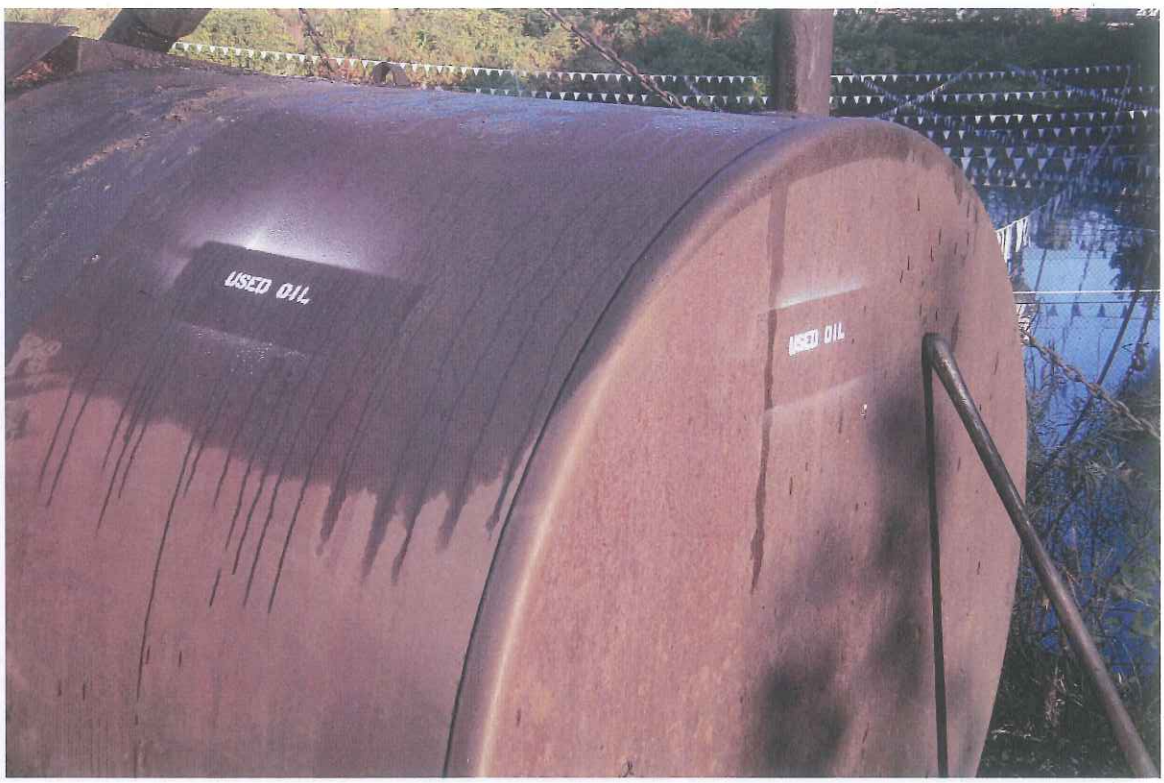
To contact Container Compliance Corp. call 216-961-0035 / Toll-Free 1-800-773-1310

Please make sure to fill out Disclosure form upon pickup for the protection of the generator and disposer.

CUSTOMER ACKNOWLEDGEMENT: _____

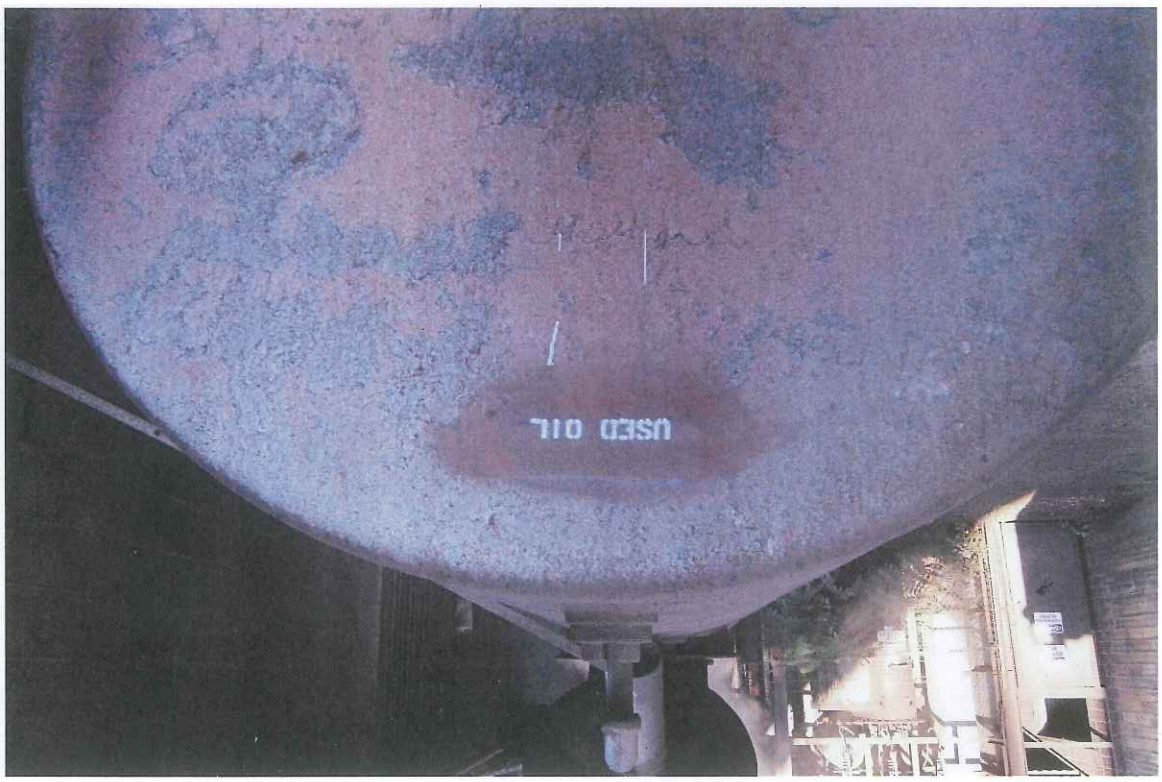
ATTACHMENT O

Marked Tanks Photographs


USED OIL
USED OIL

USED OIL

USED OIL


USED OIL

ATTACHMENT P

Pond 1 Documents

PARSONS ENGINEERING SCIENCE, INC.
A UNIT OF PARSONS INFRASTRUCTURE & TECHNOLOGY GROUP INC
10101 Villaview Road, Suite 301 • Cleveland, Ohio 44119 • (216) 486-9005 • Fax (216) 486-0119
PARESCL/597/Dee/EJK7-7

15 May 1997

Mr. Keith Houseknecht
CANTON DROP FORGE, INC.
4575 Southway Street
Canton, Ohio 44706

Reference: Canton Drop Forge, Inc. Lagoon #1 Re-construction and Biocell Disposal

Dear Mr. Houseknecht:

In accordance with our Scope of Work for the above-referenced project, Parsons Engineering Science, Inc. (Parsons ES) respectfully submits to Canton Drop Forge, Inc. (CDF) our report of progress completed to-date. In particular, the enclosed report summarizes the results of environmental and geotechnical analyses completed, feasibility analyses of several alternative approaches considered, and the conceptual design, budgetary cost estimate and preliminary schedule for implementing the recommended option for addressing these issues.

It is intended that the accompanying draft report will be reviewed with CDF engineering, management and legal staff during our meeting scheduled for Friday, 16 May 1997. After this meeting, Parsons ES will revise the report, as appropriate, reflecting the comments received in a final version of the report within two weeks of the meeting.

We look forward to providing continued environmental and process engineering support to Canton Drop Forge in this and other matters under consideration. Please contact either Mr. Gordon Melle or me at (216) 486-9005 for questions or additional information regarding this effort.

Very truly yours,

PARSONS ENGINEERING SCIENCE, INC.

Edward J. Karkalik
dm

Edward J. Karkalik, PE
Project Manager

EJK/dee
cc: File 73139701000

PARSONS

DRAFT

CANTON DROP FORGE, INC.
LAGOON #1 RE-CONSTRUCTION/BIOCELL DISPOSAL
SUMMARY REPORT OF FEASIBILITY ANALYSES

Based on our Scope of Work for the entitled project, Parsons Engineering Science, Inc. (Parsons ES) respectfully submits to Canton Drop Forge, Inc. (CDF) this report. In the sections which follow, we summarize the results of the environmental and geotechnical analyses completed, the feasibility of several alternative approaches considered, and the conceptual design, budgetary cost estimate and preliminary schedule for implementing the recommended option for addressing the re-construction of Lagoon #1 and disposition of the biocell material.

SUMMARY OF CURRENT CONDITIONS

Sampling and Analysis Plan

Prior to sampling, a square grid pattern was lain over a copy of the map of the area which contained the material removed from Lagoon #1, i.e., the biocell (see Figure 1). The area of each grid section was 900 square feet (30 feet by 30 feet). A discrete number was given to each of the grid intersections (there are 77 intersection). A random number generator was then used to pick ten (10) grid intersection points which were then sampled in the field and submitted for analytical/environmental analysis. The samples were labeled CDF-1 through CDF-10. In addition, seven discrete sampling locations inside various grids were sampled and composited for geotechnical analysis. The sampling locations were labeled Geotech-1 through Geotech-7.

Samples which were obtained for analytical/environmental analyses were collected via hand at each selected sampling grid location. Samples were collected from approximately 0.5 feet below grade at each sample location. Sample material was placed directly into laboratory grade jars, sealed with screw-on Teflon-lined lids, place on ice in a cooler and transported to the laboratory. The samples were transported under chain-of-custody procedures to GeoAnalytical, Inc. laboratories in Twinsburg, Ohio for environmental and chemical analyses. Soil samples were analyzed following the Voluntary Action Program (VAP) protocol for total petroleum hydrocarbons, middle range organics (TPH-MRO, EPA method SW846-4015A (modified)), total petroleum hydrocarbons heavy range organics (TPH-HRO, EPA method SW846-4015A (modified)), TPH (EPA method 418.1), and semi-volatile organic compounds (SVOCs, EPA method SW846-8270B). Table 1 summarizes the analytical methods used for this effort.

The soil sample obtained for geotechnical analyses represented a composite of seven sampling locations (e.g., Geotech-1 through Geotech-7). Samples were collected from approximately 0.5 feet below grade at each sample location and placed in a 5-gallon bucket with a sealed lid. The sample material was transported to Applied Construction Technologies, Inc. (ACT) in Cleveland, Ohio for analysis and treatability testing. The composited sample material was mixed with varying amounts of lime and fly ash and subjected to the California Bearing Ratio test (ASTM D1883) to determine the resulting materials' relative bearing capacities. Four test runs were made, one each for the following soil, lime and fly ash mixtures:

- Biocell material with no lime and no fly ash;
- Biocell material with 2% lime and 10% fly ash;
- Biocell material with 6% lime and 22.5% fly ash; and
- Biocell material with 10% lime and 35% fly ash.

Results of Analyses

Table 2 presents the results of analytical and environmental testing for the soil samples collected for chemical analysis. Table 2 only summarizes compounds which were detected during analysis. The complete analytical reports received from GeoAnalytical, Inc. have been included as Appendix A. Please note that the "VAP Limits for Industrial Use Properties" displayed in Table 2 may only be used if the biocell material is deposited between two confining clay layers with vertical hydraulic conductivity of less than 10^{-5} cm/sec. If the biocell materials are enplaced in any other configuration, more conservative VAP limits will apply. It should also be noted that the oily nature of the sampled material caused matrix interference in the laboratory, producing elevated detection limits for SVOCs.

Results of geotechnical analyses and treatability testing are summarized in the table contained in Appendix B. These indicate that, for the soil, lime and fly ash mixtures tested, the second case (i.e., with 2% lime and 10% fly ash) produced the most desirable results. Please note that this mixture is not necessarily the ***optimal*** result; subsequent discussions with the laboratory have indicated that slightly lower additions of lime and fly ash may produce a mixture with an adequate bearing capacity.

Implications of Analytical Results

Implications of the environmental and chemical analytical results are such that the material contained in the biocell should be suitable for application following the guidance of the VAP regulations. There are no compounds, which are required to be analyzed under VAP, with values exceeding the limits provided in VAP's Generic Numerical Standards for industrial use properties [OAC 3745-300-08]. To apply these limits, CDF must agree to maintain this property in industrial use in perpetuity. Also, in the future, should CDF decide to obtain closure of this property (or the portion being addressed in this project), the entire VAP protocol must be completed, resulting in issuance of a No Further Action (NFA) Letter by a Certified Professional and, if desired, a Covenant Not To Sue (CNS) by Ohio EPA.

Implications of the geotechnical analytical and treatability testing results are that, in order to maintain structural integrity in future applications (see specifically options b, c, and f below), stabilization with lime and fly ash is required. Please note that the long-term effects of certain applications, i.e., specifically as wearing surfaces in track or roadway and parking applications, have not been tested and are difficult to predict. For example, CDF should be aware that exposure to traffic and the elements (e.g., sunlight, precipitation, etc.) may result in physical or chemical changes in the stabilized soil mixture, resulting in potentially undesirable effects.

RCRA characterization testing (previously completed by Hammontree & Associates, prior to removal of the biocell material from Lagoon #1) indicated that the material was non-hazardous. Hence, the options presented below are considered feasible without the need for pretreatment for environmental risk reduction (i.e., fixation to prevent leaching should not be required).

FEASIBILITY ANALYSES

FOIA Review for VAP Applicability

Based on information from Mr. Richard Zollinger, Esq. of CDF, the Freedom of Information Act (FOIA) searches conducted at Twinsburg (Ohio EPA, Northeast Ohio District), Columbus (Ohio EPA, Headquarters) and Chicago (US EPA, Region V) produced no information that would prohibit use of a VAP approach for disposition of biocell material and/or re-construction of Lagoon #1. Consequently, based on the results of the FOIA searches and the

environmental sampling and analyses summarized above, it has been determined that application of the VAP regulatory framework should provide guidance, which is acceptable to the major stakeholders (i.e., Ohio EPA, CDF), for this project.

Further review of CDF's operating and regulatory history has indicated that, at one time or another (but not necessarily currently), other regulatory frameworks may have been applicable. For instance, the underground storage tanks (USTs), at least one (of three) has since been removed, are operated under the jurisdiction of the Bureau of Underground Storage Tank Regulations (BUSTR). Also, the landfill, which was located in the vicinity of the biocell and has since been closed, was possibly regulated under the Resource Conservation and Recovery Act (RCRA). Additionally, the Ohio EPA's Master Sites List (MSL) includes the CDF property (EPA ID no. OHD004465142) as a "low priority" site, included in the MSL since 1985 due to an "oily wastes" problem. In any case, even with these additional regulatory considerations in the background, it appears reasonable to follow VAP guidance for the current project. It should be noted, however, that several additional steps, i.e., Phase I property assessment, NFA Letter, etc., are required before the Lagoon #1 and biocell areas of the CDF property can be considered "closed" under VAP guidance. In other words, completion of these actions will not result in a regulatory closure of this portion of the CDF property. These proposed actions have been developed consistent with the requirements of VAP, should CDF choose to seek closure in the future.

Alternative Approaches

In view of the potentially appropriate alternatives for the disposal of material contained in the biocell and concurrent re-construction of Lagoon #1, Parsons ES has considered the following approaches:

a) transportation to and disposal of the biocell material in an appropriately licensed off-site landfill;

b) stabilization, as described above for structural integrity, and deposition in an on-site area, which will later be re-surfaced with asphalt for parking;

c) stabilization, as described above for structural integrity, and deposition in an on-site area, which will be used as a track or roadway around the inside perimeter of the property;

d) transportation and sale to Ashland's Refinery in Canton for use as a feed-stock;

e) transportation and sale to a local asphalt plant for use as a feed-stock; and

f) stabilization, as described above for structural integrity, and deposition in an appropriate manner (see following section) in Lagoon #1 as part of the back-fill required to reduce the pond's capacity to that required for storm water management.

It should be noted that, in re-constructing Lagoon #1 for alternatives a, b, c, d, and e above, additional volumes of clean fill material (beyond that which may be required for option f), will be required in lieu of the volume of biocell material which is being used or disposed elsewhere and of the clay used to provide a lining under the layer of biocell material (enplaced in option f). Also, in all cases, a small, incremental volume of oil-impacted soil and water in Lagoon #1 must be removed prior to initiating any re-construction activities. Parsons ES proposes that, subject to CDF approval and subsequent to recovery of any free oil, the additional oily soil and water be transferred to the biocell and Lagoon #2, respectively. Finally, except for the nature of an internal layer of biocell material (as in option f), the emplacement sequence for re-construction of Lagoon #1 would be similar for all options listed above:

- clay layer;
- biocell material (option f only);

- clay layer (option f only);
- HDPE liner (optional, if required); and
- stabilization layer (optional, if required).

Please note that for options a through e, clean fill may be substituted for the lower clay layer indicated above.

Screening Criteria

As indicated in our Scope of Work, the following criteria were used to screen the alternatives listed previously: economic impact (i.e., overall costs); scheduling impact; technical feasibility (i.e., implementability); stakeholder (i.e., regulatory agency, customer, neighbor, stockholder) acceptability; and permitting requirements. Table 3 provides a summary of the screening criteria definitions (see footnotes). Additional details concerning the definitions of the screening criteria and their application are contained in Appendix C.

Results of Screening

After applying the screening criteria to the alternative approaches considered, Parsons ES identified a recommended option for further analysis. Table 3 provides the results of the alternatives screening exercise. The **recommended option**, as a result of the screening effort, is option f, the stabilization and transfer of biocell material for use in re-construction of Lagoon #1. This option is preferred because it is:

- cost-effective (minimizing costs of transporting soil in comparison to options a, d and e, which involve off-site shipment of biocell material and hauling of an equivalent volume of clean fill from off-site to the CDF property);
- time-efficient (reducing risks of scheduling impacts potentially caused by others, as in options a, d and e);
- technically feasible (e.g., and readily implementable, in comparison with options b, c, d and e, for which ease of implementation is either uncertain or perceived to be more difficult);
- acceptable to the primary stakeholders (e.g., the risk takers, including regulatory agencies and CDF, in comparison with options a, d and e for which future control cannot be assured); and
- low risk with respect to permitting (in comparison with options a, c and d, which may require "permits" for off-site transportation of the biocell material).

A conceptual description, cost estimate and preliminary schedule for this option are provided in the following section. Please note that, for the sake of comparison only, costing and scheduling information were developed and are provided for the off-site landfill disposal option. The off-site landfill disposal option is being used as the "base case" in this comparison with the preferred option.

RECOMMENDED OPTION

Conceptual Design

The conceptual design for the preferred option includes implementation of the following steps. Figure 2 provides a profile view of the resulting conceptual design. To implement this design, we recommend that CDF plan to:

- remove any residual oily soil which remains in Lagoon #1 and transfer it to the biocell;
- re-grade Lagoon #1, as necessary, to assure that the side-walls are stable;
- place and compact a 12-inch layer of clay, in two 6-inch lifts, to provide an impermeable lining in the Lagoon #1 excavation;
- in the biocell, add and mix 2% lime and 10% fly ash with the oily soil to stabilize it;
- transfer the stabilized mixture from the biocell to Lagoon #1;
- place and compact the stabilized biocell material in Lagoon #1; and
- place and compact one additional 6-inch layer of clay to cap and seal the surface of Lagoon #1.

Depending on the final size of Lagoon #1, excess stabilized biocell material may be available. Drainage and traffic considerations must be taken into account for the possible locations for on-site placement and compaction of this material. Appropriate consideration of these factors will preclude future erosion of this material from the property.

Budgetary Cost Estimate

Parsons ES has developed, working in conjunction with Beaver Excavating Company, a budgetary cost estimate (i.e., within +/- 30%) of $150,000 for the recommended option. This estimate is based on the assumptions that:

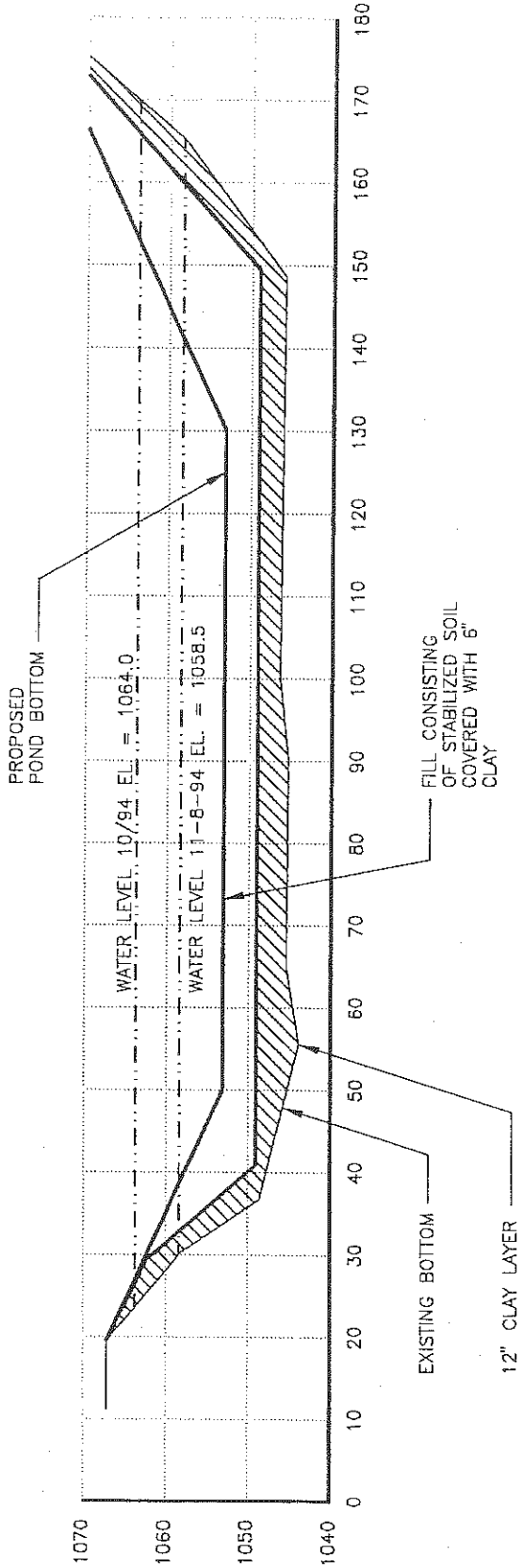
- about 3000 cubic yards of oily soil are available for stabilization in the biocell; and
- about 600 cubic yards of clay will be required for the upper and lower layers lining the re-constructed Lagoon #1.

Table 4 contains the cost estimate, provided by major cost category.

Preliminary Schedule

It is projected that this recommended option, for re-constructing Lagoon #1 and addressing the disposition of the biocell material concurrently, can be accomplished within 9 to 10 weeks after CDF's issuance of an order to proceed. In particular, the final design for Lagoon #1 can be completed within 3-4 weeks. The construction phase of the project is anticipated to require about six (6) weeks.

FIGURE 2



LAGOON CROSS SECTION

31397C02

PARSONS ENGINEERING SCIENCE, INC.

731397.01000

TABLE 1

ANALYTICAL PROCEDURES - SOIL
CANTON DROP FORGE
4575 SOUTHWAY STREET
CANTON, OHIO

18 April 1997

Analyte	Method
Total Petroleum Hydrocarbons - Middle Range Organics	EPA Method SW846-8015A (modified)
Total Petroleum Hydrocarbons - Heavy Range Organics	EPA Method SW846-8015A (modified)
Total Petroleum Hydrocarbons	EPA Method 418.1
Semi-Volatile Organic Compounds	EPA Method SW846-8270B

TABLE 2

RESULTS OF LABORATORY ANALYSIS - SOIL
CANTON DROP FORGE
4575 SOUTHWAY STREET
CANTON, OHIO

18 April 1997

Sample ID	Middle Range Organics (ppm)	Heavy Range Organics (ppm)	TPH-418.1 (ppm)	Pyrene (ppm)	Chrysene (ppm)
CDF-1	19.0	671	36,900	<20	<20
CDF-2	42.3	893	46,900	<20	<20
CDF-3	94.8	1,620	92,600	<20	<20
CDF-4	59.4	593	72,700	<20	<20
CDF-5	118	1,090	104,000	<20	<20
CDF-6	101	1,080	89,600	<20	<20
CDF-7	101	1,170	93,800	25.2	22.5
CDF-8	147	1,270	95,000	20.5	25.8
CDF-9	196	1,100	135,000	22.5	22.1
CDF-10	32.6	580	57,200	<20	<20
VAP Limits for Industrial Use Properties	20,000	40,000	NA	8,900	3,100

NA - Not applicable.

TABLE 3
CANTON DROP FORGE, INC. PLANT, CANTON, OHIO
LAGOON #1 RE-CONSTRUCTION / BIOCELL DISPOSITION OPTIONS

Indicator	Description of Options	Subjective Evaluation (1-5, with 5= best)					
		Objective Economic Impact[1]	Objective Scheduling Impact[2]	Subjective Technical Feasibility[3]	Subjective Stakeholder Acceptance[4]	Subjective Permitting Req'ments[5]	Overall Rating
A	Disposal in off-site landfill[6]	1 (3)	4	4	3	3	15 (17)
B	Stabilization in on-site parking area[6] (to be covered with asphalt)	2	4	4	3	5	18
C	Stabilization in on-site track or roadway area[6] (not covered)	2	4	3	2	5	16
D	Transport to Ashland's Canton Refinery for feed-stock[6]	3	2	1	3	3	12
E	Transport to asphalt plant for feed-stock[6]	4	2	3	3	3	15
F	Stabilization and use in conjunction with clay layers[6]	3	4	4	4	5	20

see appendix C for criteria

Notes:

1) Economic Impact = 1 for options ≥ $50/tn and = 5 for options ≤ $10/tn.
2) Scheduling Impact = 1 for options ≥ 8 months and = 5 for options ≤ 2 months.
3) Technical Feasibility = 1 for impractical / very difficult options and = 5 for easily implemented options.
4) Stakeholder Acceptance = 1 for options meeting substantial / insurmountable objections and = 5 for fully acceptable options.
5) Permitting Requirements = 1 for substantial / difficult requirements and = 5 for no permits required.
6) Options A-E include transport, placement and compaction of clean fill in Lagoon #1.

TABLE 4

BUDGETARY COST ESTIMATE
CANTON DROP FORGE, INC.
RECONSTRUCTION OF LAGOON #1 AND BIOCELL DISPOSITION

Task Description	Cost Estimate	
Conduct detailed design and construction review	$15,000	
Pump out Lagoon #1	1,000	
Remove oily soil from Lagoon #1	2,000	
Re-grade Lagoon #1	2,000	
Place and compact clay lining in Lagoon #1	10,000	
Stabilize oily soil material in the biocell	75,000	— $40/yd³
Place and compact stabilized soil in Lagoon #1	30,000	
Place and compact final clay layer	5,000	
General conditions	10,000	
TOTAL	$150,000	100,000/200,000

Option A = $151,000 estimate.
firm bid on moving & disposing of material = ± 15%

APPENDIX A:

RESULTS OF ENVIRONMENTAL ANALYSES FROM GEOANALYTICAL, INC.

FOR

CANTON DROP FORGE, INC.
CANTON, OHIO

APRIL/MAY 1997

G E O A n a l y t i c a l , I n c .

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job#	9704102(A)	Project Number:	731397.01000
Matrix Type:	Soil		
Samples Received:	04/22/97	Project Name:	Canton Drop Forge
Date Analyzed:	04/25-26/97		
Analysis Reported:	04/29/97		

NONHALOGENATED VOLATILE ORGANICS IN SOIL

Lab #	Date	Station Location	Middle Range Organics	Heavy Range Organics	Reporting Limit
1995	04/18/97	CDF-1	19.0	671	4.0
1996	04/18/97	CDF-2	42.3	893	4.0
1997	04/18/97	CDF-3	94.8	1,620	4.0
1998	04/18/97	CDF-4	59.4	593	4.0
1999	04/18/97	CDF-5	118	1,090	4.0
2000	04/18/97	CDF-6	101	1,080	4.0
2001	04/18/97	CDF-7	101	1,170	4.0
2002	04/18/97	CDF-8	147	1,270	4.0
2003	04/18/97	CDF-9	196	1,100	4.0
2004	04/18/97	CDF-10	32.6	580	4.0
			mg/Kg	mg/Kg	mg/Kg

Analytical Methodology Information

EPA Method SW846-8015A(Modified), "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Middle Range Organics calculated from Heptane (C7) to Hexadecane (C16).

Heavy Range Organics calculated from Hexadecane (C16) to Dotriacontane (C32).

Samples may contain compounds with higher molecular weights than Dotriacontane (C32) which are not calculated in the Total Petroleum Hydrocarbons number reported.

These petroleum fractions are found in Rule 3746 of the OAC Section 3745-300-08 of the Generic Numeric Standards.

Initial Calibration Date: 05/20/96-01/09/97
Continuing Calibration Date: 04/25-26/97
Analyst: M. Darsot - C. Lang

ANALYSIS REVIEWED AND APPROVED BY Christie Thaxton

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G E O A n a l y t i c a l, I n c.

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job#	9704102(B)	Project Number:	731397.01000
Matrix Type:	Soil		
Samples Received:	04/22/97	Project Name:	Canton Drop Forge
Date Analyzed:	04/25-28/97		
Analysis Reported:	04/29/97		

PETROLEUM HYDROCARBONS, TOTAL RECOVERABLE IN SOIL

Lab #	Date	Station Location	Result	Reporting Limit
1995	04/18/97	CDF-1	36,900	2,000
1996	04/18/97	CDF-2	46,900	4,000
1997	04/18/97	CDF-3	92,600	4,000
1998	04/18/97	CDF-4	72,700	2,000
1999	04/18/97	CDF-5	104,000	4,000
2000	04/18/97	CDF-6	89,600	4,000
2001	04/18/97	CDF-7	93,800	4,000
2002	04/18/97	CDF-8	95,000	4,000
2003	04/18/97	CDF-9	135,000	2,000
2004	04/18/97	CDF-10	57,200	2,000
			mg/Kg	mg/Kg

Analytical Methodology Information

EPA Method 418.1, "Methods for Chemical Analysis of Water and Wastes"

Initial Calibration Date: 04/25-28/97
Continuing Calibration Date: 04/25-28/97
Analyst: J. Woodall

ANALYSIS REVIEWED AND APPROVED BY Christa Thornton

G E O A n a l y t i c a l, I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job#	9704102(M)-2005	Project Number:	731397.01000
Matrix Type:	Water		
Samples Received:	04/22/97	Project Name:	Canton Drop Forge
Date Analyzed:	04/23/97		
Analysis Reported:	04/24/97		

Sample Date: 04/16/97
Sample Description: Trip Blank

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN WATER

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 25.0	25.0
Phenol	< 5.0	5.0
2-Chlorophenol	< 5.0	5.0
bis(2-Chloroethyl)ether	< 5.0	5.0
1,3-Dichlorobenzene	< 5.0	5.0
1,4-Dichlorobenzene	< 5.0	5.0
1,2-Dichlorobenzene	< 5.0	5.0
2-Methylphenol	< 5.0	5.0
bis(2-Chloroisopropyl)ether	< 5.0	5.0
4-Methylphenol	< 5.0	5.0
Hexachloroethane	< 5.0	5.0
N-Nitroso-di-n-propylamine	< 25.0	25.0
Nitrobenzene	< 5.0	5.0
Isophorone	< 5.0	5.0
2-Nitrophenol	< 5.0	5.0
2,4-Dimethylphenol	< 5.0	5.0
bis(2-Chloroethoxy)methane	< 5.0	5.0
2,4-Dichlorophenol	< 5.0	5.0
1,2,4-Trichlorobenzene	< 5.0	5.0
Naphthalene	< 5.0	5.0
4-Chloroanaline	< 5.0	5.0
Hexachlorobutadiene	< 5.0	5.0
4-Chloro-3-methylphenol	< 5.0	5.0
2-Methylnaphthalene	< 5.0	5.0
Hexachlorocyclopentadiene	< 5.0	5.0
2,4,5-Trichlorophenol	< 5.0	5.0
2,4,6-Trichlorophenol	< 5.0	5.0
2-Chloronaphthalene	< 5.0	5.0
2-Nitroanaline	< 5.0	5.0
Acenaphthylene	< 5.0	5.0
Dimethyl phthalate	< 5.0	5.0
2,6-Dinitrotoluene	< 5.0	5.0
3-Nitroanaline	< 5.0	5.0
Acenaphthene	< 5.0	5.0
2,4-Dinitrophenol	< 25.0	25.0
4-Nitrophenol	< 5.0	5.0
Dibenzofuran	< 5.0	5.0
2,4-Dinitrotoluene	< 5.0	5.0
	ug/L	ug/L

G E O A n a l y t i c a l I n c

GEO Job# :9704102(M)-2005
Page 2 of 2

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 5.0	5.0
Fluorene	< 5.0	5.0
4-Chlorophenylphenyl ether	< 5.0	5.0
4-Nitroanaline	< 5.0	5.0
2-Methyl-4,6-dinitrophenol	< 25.0	25.0
N-Nitrosodiphenylamine	< 5.0	5.0
4-Bromphenylphenyl ether	< 5.0	5.0
Hexachlorobenzene	< 5.0	5.0
Pentachlorophenol	< 5.0	5.0
Phenanthrene	< 5.0	5.0
Anthracene	< 5.0	5.0
Carbazole	< 5.0	5.0
Di-n-butyl phthalate	< 5.0	5.0
Fluoranthene	< 5.0	5.0
Pyrene	< 5.0	5.0
Butyl benzyl phthalate	< 5.0	5.0
Benzo(a)anthracene	< 5.0	5.0
3,3'-Dichlorobenzidine	< 25.0	25.0
Chrysene	< 5.0	5.0
bis(2-Ethylhexyl) phthalate	< 5.0	5.0
Di-n-octyl phthalate	< 5.0	5.0
Benzo(b)fluoranthene	< 5.0	5.0
Benzo(k)fluoranthene	< 5.0	5.0
Benzo(a)pyrene	< 2.0	2.0
Indeno(1,2,3-cd)pyrene	< 5.0	5.0
Dibenzo(a,h)anthracene	< 5.0	5.0
Benzo(ghi)perylene	< 5.0	5.0
	ug/L	ug/L

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	50	35-110
Phenol d5	27	10-110
Nitrobenzene d5	68	35-114
2-Fluorobiphenyl	72	43-116
2,4,6-Tribromophenol	89	10-123
Terphenyl d14	72	33-141

* indicates surrogate recovery outside of acceptable range.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 04/17/97
Continuing Calibration Date: 04/23/97
Analyst: T. Lang

ANALYSIS REVIEWED AND APPROVED BY Christy Thaxton

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G E O . A n a l y t i c a l , I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job# 9704102(C)-1995
Matrix Type: Soil
Samples Received: 04/22/97
Date Analyzed: 04/30-05/02/97
Analysis Reported: 05/06/97

Project Number: 731397.01000
Project Name: Canton Drop Forge

Sample Date: 04/18/97
Sample Description: CDF-1

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroaneline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l, I n c

GEO Job# 9704102(C)-1995
Page 2 of 2

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroanaline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	< 20.0	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	< 20.0	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	91	33 - 144
Phenol d5	76	62 - 120
Nitrobenzene d5	100	80 - 132
2-Fluorobiphenyl	99	67 - 105
2,4,6-Tribromophenol	92	24 - 135
Terphenyl d14	82	49 - 141

* Indicates surrogate recovery outside of acceptable range.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 04/17/97-05/01/97
Continuing Calibration Date: 04/30-05/02/97
Analyst: T. Lang

REVIEWED AND APPROVED BY Christie Thaxton

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G E O A n a l y t i c a l I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job# 9704102(D)-1996
Matrix Type: Soil
Samples Received: 04/22/97
Date Analyzed: 04/30-05/02/97
Analysis Reported: 05/06/97

Project Number: 731397.01000
Project Name: Canton Drop Forge

Sample Date: 04/18/97
Sample Description: CDF-2

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O . A n a l y t i c a l , I n c

GEO Job# 9704102(D)-1998
Page 2 of 2

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroaniline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	< 20.0	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	< 20.0	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	92	33 - 144
Phenol d5	82	62 - 120
Nitrobenzene d5	102	80 - 132
2-Fluorobiphenyl	69	67 - 105
2,4,6-Tribromophenol	95	24 - 135
Terphenyl d14	94	49 - 141

* Indicates surrogate recovery outside of acceptable range.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 04/17/97-05/01/97
Continuing Calibration Date: 04/30-05/02/97
Analyst: T. Lang

REVIEWED AND APPROVED BY Christie Thomas

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G E O A n a l y t i c a l, I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job# 9704102(E)-1997
Matrix Type: Soil
Samples Received: 04/22/97
Date Analyzed: 04/30-05/02/97
Analysis Reported: 05/06/97

Project Number: 731397.01000
Project Name: Canton Drop Forge

Sample Date: 04/18/97
Sample Description: CDF-3

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l , I n c

GEO Job# 9704102(E)-1997
Page 2 of 2

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroanaline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	< 20.0	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	< 20.0	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	88	33 - 144
Phenol d5	78	62 - 120
Nitrobenzene d5	93	80 - 132
2-Fluorobiphenyl	74	67 - 105
2,4,6-Tribromophenol	101	24 - 135
Terphenyl d14	80	49 - 141

* Indicates surrogate recovery outside of acceptable range.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 04/17/97-05/01/97
Continuing Calibration Date: 04/30-05/02/97
Analyst: T. Lang

REVIEWED AND APPROVED BY Christie Traxim

G E O A n a l y t i c a l , I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job#	9704102(F)-1998	Project Number:	731397.01000
Matrix Type:	Soil		
Samples Received:	04/22/97	Project Name:	Canton Drop Forge
Date Analyzed:	04/30-05/02/97		
Analysis Reported:	05/06/97		

Sample Date: 04/18/97
Sample Description: CDF-4

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l, I n c

GEO Job# 9704102(F)-1998
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COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroaniline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	< 20.0	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	< 20.0	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	82	33 - 144
Phenol d5	72	62 - 120
Nitrobenzene d5	86	80 - 132
2-Fluorobiphenyl	95	67 - 105
2,4,6-Tribromophenol	92	24 - 135
Terphenyl d14	79	49 - 141

* Indicates surrogate recovery outside of acceptable range.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 04/17/97-05/01/97
Continuing Calibration Date: 04/30-05/02/97
Analyst: T. Lang

REVIEWED AND APPROVED BY Christi Thornton

G E O . A n a l y t i c a l , I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job# 9704102(G)-1999
Matrix Type: Soil
Samples Received: 04/22/97
Date Analyzed: 04/30-05/03/97
Analysis Reported: 05/06/97

Project Number: 731397.01000
Project Name: Canton Drop Forge

Sample Date: 04/18/97
Sample Description: CDF-5

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l, I n c

GEO Job# 9704102(G)-1999

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroanaline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	< 20.0	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	< 20.0	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	80	33 - 144
Phenol d5	71	62 - 120
Nitrobenzene d5	91	80 - 132
2-Fluorobiphenyl	101	67 - 105
2,4,6-Tribromophenol	94	24 - 135
Terphenyl d14	84	49 - 141

* Indicates surrogate recovery outside of acceptable range.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 04/17/97-05/01/97
Continuing Calibration Date: 04/30-05/03/97
Analyst: T. Lang

REVIEWED AND APPROVED BY: Christie Thorson

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G E O A n a l y t i c a l, I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job#: 9704102(H)-2000
Matrix Type: Soil
Samples Received: 04/22/97
Date Analyzed: 04/30-05/03/97
Analysis Reported: 05/06/97

Project Number: 731397.01000
Project Name: Canton Drop Forge

Sample Date: 04/18/97
Sample Description: CDF-6

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l, I n c

GEO Job# 9704102(H)-2000
Page 2 of 2

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroanaline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	< 20.0	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	< 20.0	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	86	33 - 144
Phenol d5	75	62 - 120
Nitrobenzene d5	84	80 - 132
2-Fluorobiphenyl	98	67 - 105
2,4,6-Tribromophenol	88	24 - 135
Terphenyl d14	89	49 - 141

* Indicates surrogate recovery outside of acceptable range.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 04/17/97-05/01/97
Continuing Calibration Date: 04/30-05/03/97
Analyst: T. Lang

REVIEWED AND APPROVED BY Christy Thorn

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G E O A n a l y t i c a l, I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job# 9704102(I)-2001
Matrix Type: Soil
Samples Received: 04/22/97
Date Analyzed: 04/30-05/05/97
Analysis Reported: 05/06/97

Project Number: 731397.01000
Project Name: Canton Drop Forge

Sample Date: 04/18/97
Sample Description: CDF-7

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l , I n c

GEO Job# 9704102(I)-2001
Page 2 of 2

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroanaline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	25.2	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	22.5	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	92	33 - 144
Phenol d5	64	62 - 120
Nitrobenzene d5	75*	80 - 132
2-Fluorobiphenyl	74	67 - 105
2,4,6-Tribromophenol	87	24 - 135
Terphenyl d14	100	49 - 141

* Indicates surrogate recovery outside of acceptable range.
**Analytical results for this sample are estimated concentration due to low surrogate recovery.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 04/17/97-05/01/97
Continuing Calibration Date: 04/30-05/05/97
Analyst: T. Lang

REVIEWED AND APPROVED BY Christie Thorson

G E O A n a l y t i c a l , I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job# 9704102(J)-2002
Matrix Type: Soil
Samples Received: 04/22/97
Date Analyzed: 05/02-05/97
Analysis Reported: 05/06/97

Project Number: 731397.01000
Project Name: Canton Drop Forge

Sample Date: 04/18/97
Sample Description: CDF-6

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l , I n c

GEO Job# 9704102(J)-2002
Page 2 of 2

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroanaline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	20.5	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	25.8	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	75	33 - 144
Phenol d5	59*	62 - 120
Nitrobenzene d5	72*	80 - 132
2-Fluorobiphenyl	102	67 - 105
2,4,6-Tribromophenol	85	24 - 135
Terphenyl d14	92	49 - 141

* Indicates surrogate recovery outside of acceptable range.
***Analytical results for this sample are estimated concentration due to low surrogate recovery.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 05/01/97
Continuing Calibration Date: 05/02-05/97
Analyst: T. Lang

REVIEWED AND APPROVED BY: Christa Thaxton

9263 Ravenna Rd. • Suite A-7 • Twinsburg, Ohio 44087 • Phone 216 963 6990 • Fax 216 963 6975

G E O A n a l y t i c a l , I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job#	9704102(K)-2003	Project Number:	731397.01000
Matrix Type:	Soil		
Samples Received:	04/22/97	Project Name:	Canton Drop Forge
Date Analyzed:	05/02-05/97		
Analysis Reported:	05/06/97		

Sample Date: 04/18/97
Sample Description: CDF-9

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroaniline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroaniline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroaniline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l, I n c

GEO Job#: 9704102(K)-2003
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COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroanaline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	22.5	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	22.1	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	80	33 - 144
Phenol d5	60*	62 - 120
Nitrobenzene d5	78*	80 - 132
2-Fluorobiphenyl	92	67 - 105
2,4,6-Tribromophenol	71	24 - 135
Terphenyl d14	94	49 - 141

* Indicates surrogate recovery outside of acceptable range.
***Analytical results for this sample are estimated concentration due to low surrogate recovery.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 05/01/97
Continuing Calibration Date: 05/02-05/97
Analyst: T. Lang

REVIEWED AND APPROVED BY Christi Thaxton

G E O A n a l y t i c a l , I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job#	9704102(L)-2004	Project Number:	731397.01000
Matrix Type:	Soil		
Samples Received:	04/22/97	Project Name:	Canton Drop Forge
Date Analyzed:	05/02/97		
Analysis Reported:	05/06/97		

Sample Date: 04/18/97
Sample Description: CDF-10

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

G E O A n a l y t i c a l I n c

GEO Job# 9704102(L)-2004
Page 2 of 2

COMPOUNDS	RESULTS	REPORTING LIMIT
Diethyl phthalate	< 20.0	20.0
Fluorene	< 20.0	20.0
4-Chlorophenylphenyl ether	< 20.0	20.0
4-Nitroanaline	< 20.0	20.0
2-Methyl-4,6-dinitrophenol	< 100	100
N-Nitrosodiphenylamine	< 20.0	20.0
4-Bromphenylphenyl ether	< 20.0	20.0
Hexachlorobenzene	< 20.0	20.0
Pentachlorophenol	< 20.0	20.0
Phenanthrene	< 20.0	20.0
Anthracene	< 20.0	20.0
Carbazole	< 20.0	20.0
Di-n-butyl phthalate	< 20.0	20.0
Fluoranthene	< 20.0	20.0
Pyrene	< 20.0	20.0
Butyl benzyl phthalate	< 20.0	20.0
Benzo(a)anthracene	< 20.0	20.0
3,3'-Dichlorobenzidine	< 100	100
Chrysene	< 20.0	20.0
bis(2-Ethylhexyl) phthalate	< 20.0	20.0
Di-n-octyl phthalate	< 20.0	20.0
Benzo(b)fluoranthene	< 20.0	20.0
Benzo(k)fluoranthene	< 20.0	20.0
Benzo(a)pyrene	< 20.0	20.0
Indeno(1,2,3-cd)pyrene	< 20.0	20.0
Dibenzo(a,h)anthracene	< 20.0	20.0
Benzo(ghi)perylene	< 20.0	20.0
	mg/Kg	mg/Kg

COMPOUND	% SURROGATE RECOVERY	ACCEPTABLE RANGE
2-Fluorophenol	88	33 - 144
Phenol d5	76	62 - 120
Nitrobenzene d5	90	80 - 132
2-Fluorobiphenyl	98	67 - 105
2,4,6-Tribromophenol	98	24 - 135
Terphenyl d14	82	49 - 141

* Indicates surrogate recovery outside of acceptable range.

Analytical Methodology Information

EPA Method SW846-8270B, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods"

Initial Calibration Date: 05/01/97
Continuing Calibration Date: 05/02/97
Analyst: T. Lang

REVIEWED AND APPROVED BY Christie Thorson

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G E O A n a l y t i c a l , I n c

Report Issued To: Parsons Engineering Science
19101 Villaview Road, Suite 300
Cleveland, Ohio 44119

GEO Job# 9704102(C)-1995
Matrix Type: Soil
Samples Received: 04/22/97
Date Analyzed: 04/30-05/02/97
Analysis Reported: 05/06/97

Project Number: 731397.01000
Project Name: Canton Drop Forge

Sample Date: 04/18/97
Sample Description: CDF-1

GAS CHROMATOGRAPHY/MASS SPECTROMETRY FOR SEMI-VOLATILE ORGANICS IN SOIL

COMPOUNDS	RESULTS	REPORTING LIMIT
N-Nitrosodimethylamine	< 100	100
Phenol	< 20.0	20.0
2-Chlorophenol	< 20.0	20.0
bis(2-Chloroethyl)ether	< 20.0	20.0
1,3-Dichlorobenzene	< 20.0	20.0
1,4-Dichlorobenzene	< 20.0	20.0
1,2-Dichlorobenzene	< 20.0	20.0
2-Methylphenol	< 20.0	20.0
bis(2-Chloroisopropyl)ether	< 20.0	20.0
4-Methylphenol	< 20.0	20.0
Hexachloroethane	< 20.0	20.0
N-Nitroso-di-n-propylamine	< 100	100
Nitrobenzene	< 20.0	20.0
Isophorone	< 20.0	20.0
2-Nitrophenol	< 20.0	20.0
2,4-Dimethylphenol	< 20.0	20.0
bis(2-Chloroethoxy)methane	< 20.0	20.0
2,4-Dichlorophenol	< 20.0	20.0
1,2,4-Trichlorobenzene	< 20.0	20.0
Naphthalene	< 20.0	20.0
4-Chloroanaline	< 20.0	20.0
Hexachlorobutadiene	< 20.0	20.0
4-Chloro-3-methylphenol	< 20.0	20.0
2-Methylnaphthalene	< 20.0	20.0
Hexachlorocyclopentadiene	< 20.0	20.0
2,4,5-Trichlorophenol	< 20.0	20.0
2,4,6-Trichlorophenol	< 20.0	20.0
2-Chloronaphthalene	< 20.0	20.0
2-Nitroanaline	< 20.0	20.0
Acenaphthylene	< 20.0	20.0
Dimethyl phthalate	< 20.0	20.0
2,6-Dinitrotoluene	< 20.0	20.0
3-Nitroanaline	< 20.0	20.0
Acenaphthene	< 20.0	20.0
2,4-Dinitrophenol	< 100	100
4-Nitrophenol	< 20.0	20.0
Dibenzofuran	< 20.0	20.0
2,4-Dinitrotoluene	< 20.0	20.0
	mg/Kg	mg/Kg

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APPENDIX B:

RESULTS OF GEOTECHNICAL ANALYSES AND STABILITY TESTING FROM APPLIED CONSTRUCTION TECHNOLOGIES, INC.

FOR

CANTON DROP FORGE, INC.
CANTON, OHIO

MAY 1997

ENGINEERING • TESTING • INSPECTION

APPLIED CONSTRUCTION TECHNOLOGIES, INC.

210 HAYES DRIVE • SUITE C • CLEVELAND, OHIO 44131 • (216) 459-TEST • FAX (216) 459-8954
478 E. EXCHANGE ST. • SUITE 202 • AKRON, OHIO 44304 • (216) 253-TEST • FAX (216) 253-3462

May 12, 1997

Parsons Engineering Science, Inc.
19101 Villaview Road, Suite 301
Cleveland, Ohio 44119

Attention: Mr. Rick Volpi

SUBJECT: LABORATORY TEST RESULTS
OILY CLAYEY GRAVEL AND SAND FROM
CANTON DROP FORGE

ACT PROJECT NO. 9705.08

Enclosed are the laboratory test results which have been completed on the sample of black oily clayey gravel and sand which was submitted to us on April 18, 1997. Reportedly the material is from Canton Drop Forge and the material is to be placed within a clay lined and capped cell for biological treatment.

It is our understanding that in its present condition the material is very difficult to work with and is not expected to be stable enough to construct a compacted clay cap over it. To improve its stability, we mixed various mixtures of lime and fly ash into the oily waste material. The granular nature of the material made it unsuitable for compression testing; therefore, the stability of the oily waste and the various mixtures of lime, fly ash, and waste were determined by conducting California Bearing Ratio tests (ASTM D1883). The test results are summarized below:

	Compacted Density	CBR
Oily Waste without Lime and Fly Ash	127.8 pcf	2.7
Oily Waste with 2 % Lime and 10% Fly Ash	120.9 pcf	10.4
Oily Waste with 6 % Lime and 22.5 % Fly Ash	115.5 pcf	10.0
Oily Waste with 10 % Lime and 35 % Fly Ash	108.4 pcf	9.3

The test results indicate that the stability of the material can be greatly improved with the addition of minor amounts of lime and fly ash. The stability of the mixture did not improve when larger amounts of lime and fly ash were used.

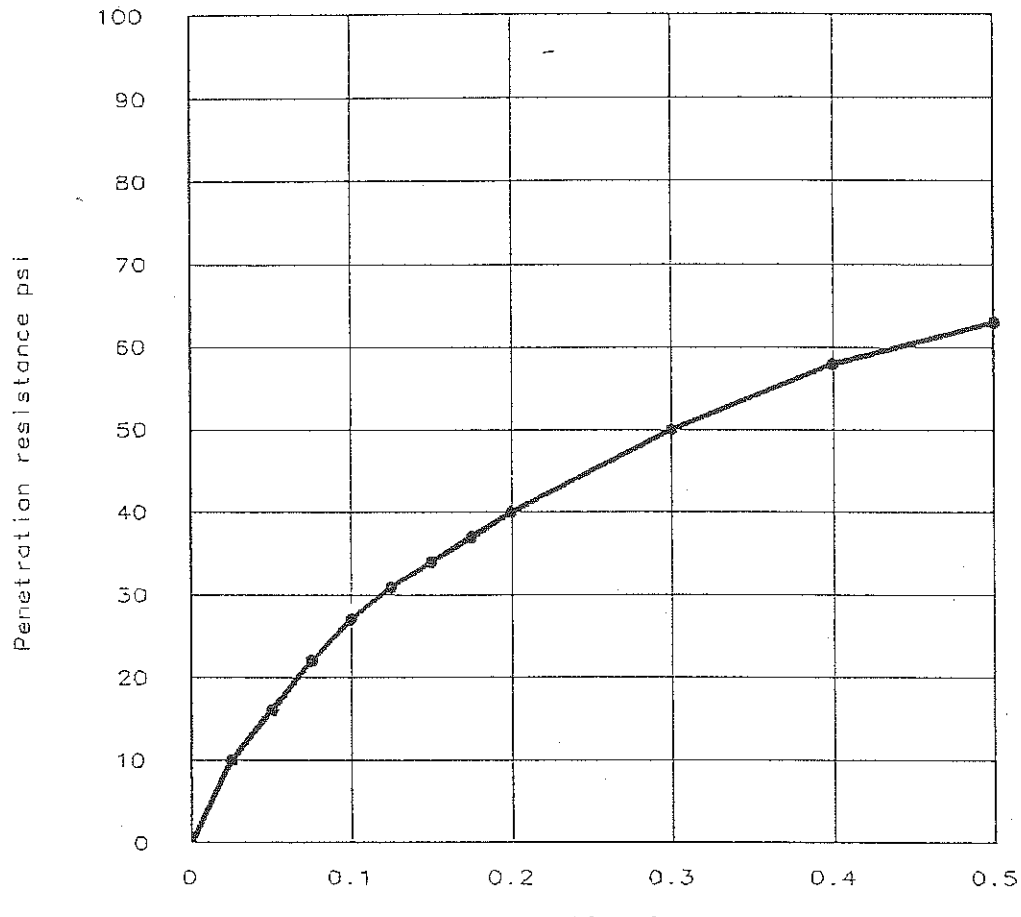
Based on the test results, a properly blended mixture of the oily waste with 2 % lime and 10 % fly ash would be expected to compact readily and be stable under normal construction equipment.

Should you have any questions concerning these test results, please do not hesitate to contact us.

APPLIED CONSTRUCTION TECHNOLOGIES, INC.
by:

Lynton L. Price, P.E.
Director of Engineering

BEARING RATIO TEST REPORT



	Molded			Soaked			CBR (%)		Penet.	Swel
	Dens.	% max	moist	Dens.	% max	moist	0.1"	0.2"	Surcharge	%
1 ●	127.8		3.5%	128.1		4.7%	2.7	2.7	14.93 lbs.	0.0
2 ▲										
3 ■										

MATERIAL DESCRIPTION	USCS	Max. dens.	Opt. w.c.	LL	PI
OILY, CLAYEY GRAVEL & SAND					

Project No: 9705.08

Project: CANTON DROP FORGE

Location: BIOCELL

CLIENT: PARSONS ENGINEERING SCIENCE,INC.

Date: 5/6/97

BEARING RATIO TEST REPORT

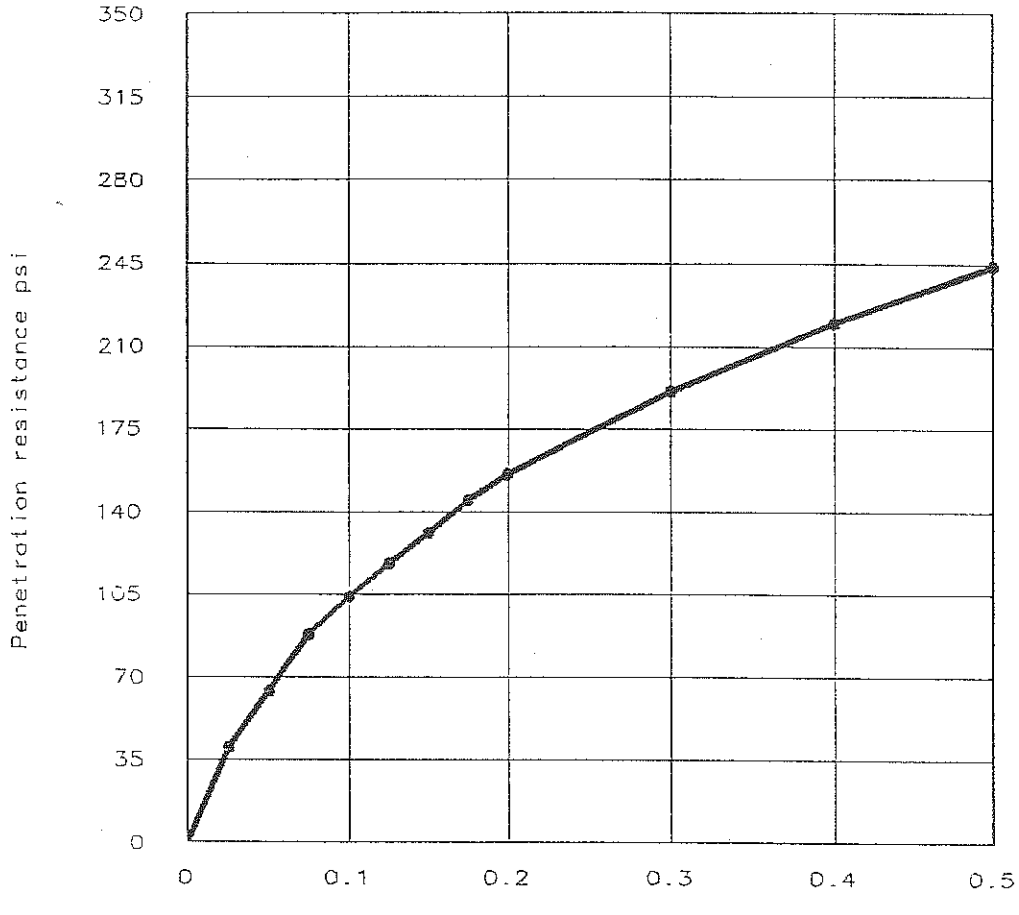
APPLIED CONSTRUCTION TECHNOLOGIES, INC.

Test Descr./Remarks:

BULK SAMPLE SUBMITTED TO US BY PARSONS ENGINEERING SCIENCE ON 4-18-97

Fig. No.

BEARING RATIO TEST REPORT



	Molded			Soaked			CBR (%)		Penet.	Swel
	Dens.	% max	moist	Dens.	% max	moist	0.1"	0.2"	Surcharge	%
1 ●	120.9		5.4%	120.9		7.6%	10.4	10.4	15.07 lbs.	0.4
2 ▲										
3 ■										

MATERIAL DESCRIPTION	USCS	Max. dens.	Opt. w.c.	LL	PI
OILY,CLAYEY GRAVEL&SAND,WTH 10%FLYASH,2%LIME					

Project No: 9705.08
Project: CANTON DROP FORGE
Location: BIOCELL
CLIENT: PARSONS ENGINEERING SCIENCE,INC.
Date: 5-9-97

BEARING RATIO TEST REPORT

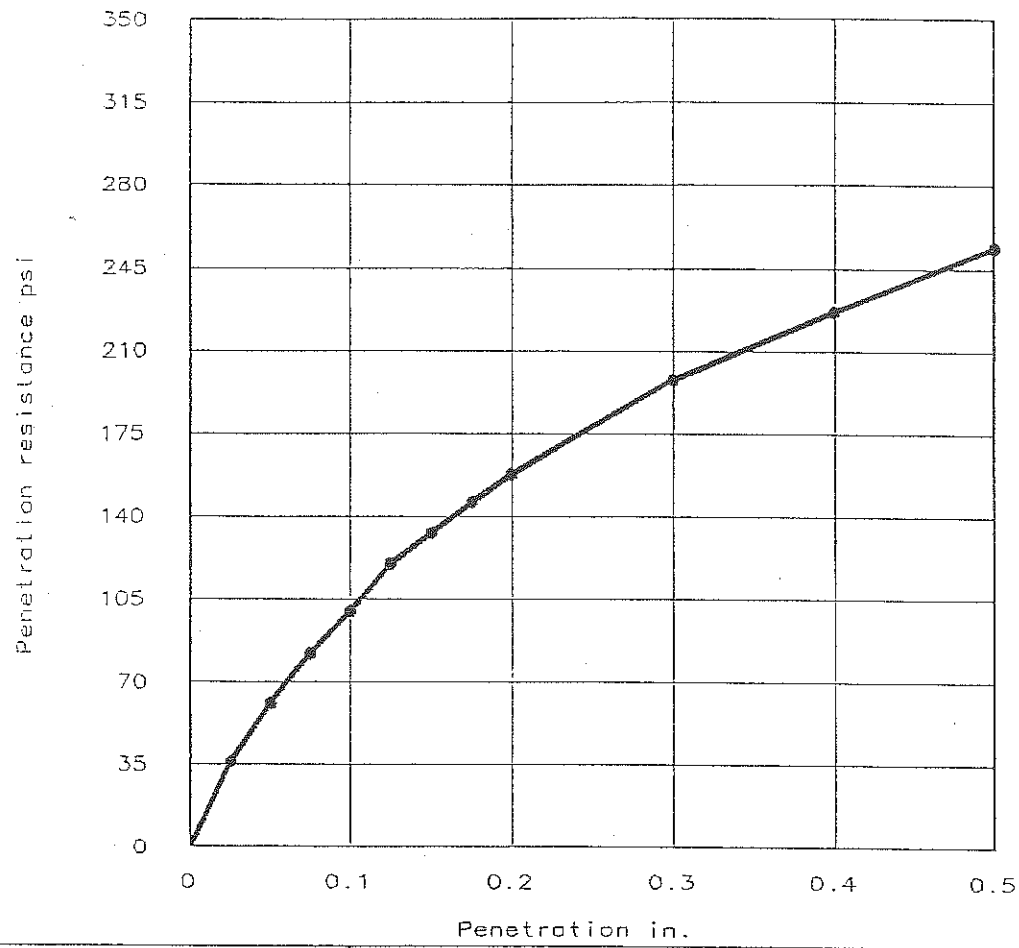
APPLIED CONSTRUCTION TECHNOLOGIES, INC.

Test Descr./Remarks:
ASTM-D 1883

BULK SAMPLE
SUBMITTED TO US BY
PARSONS ENGINEERING
SCIENCE ON 4-18-97

Fig. No.

BEARING RATIO TEST REPORT



	Molded			Soaked			CBR (%)		Penet.	Swel
	Dens.	% max	moist	Dens.	% max	moist	0.1"	0.2"	Surcharge	%
1 ●	115.5		3.2%	114.5		10.1%	10.0	10.5	15.01 lbs.	0.9
2 ▲										
3 ■										

MATERIAL DESCRIPTION	USCS	Max. dens.	Opt. w.c.	LL	PI
OILY,CLAYEY GRAVEL&SAND,WTH22.5%FLYASH6%LIME					

Project No: 9705.08

Project: CANTON DROP FORGE

Location: BIOCELL

CLIENT: PARSONS ENGINEERING SCIENCE,INC.

Date: 5-9-97

BEARING RATIO TEST REPORT

APPLIED CONSTRUCTION TECHNOLOGIES, INC.

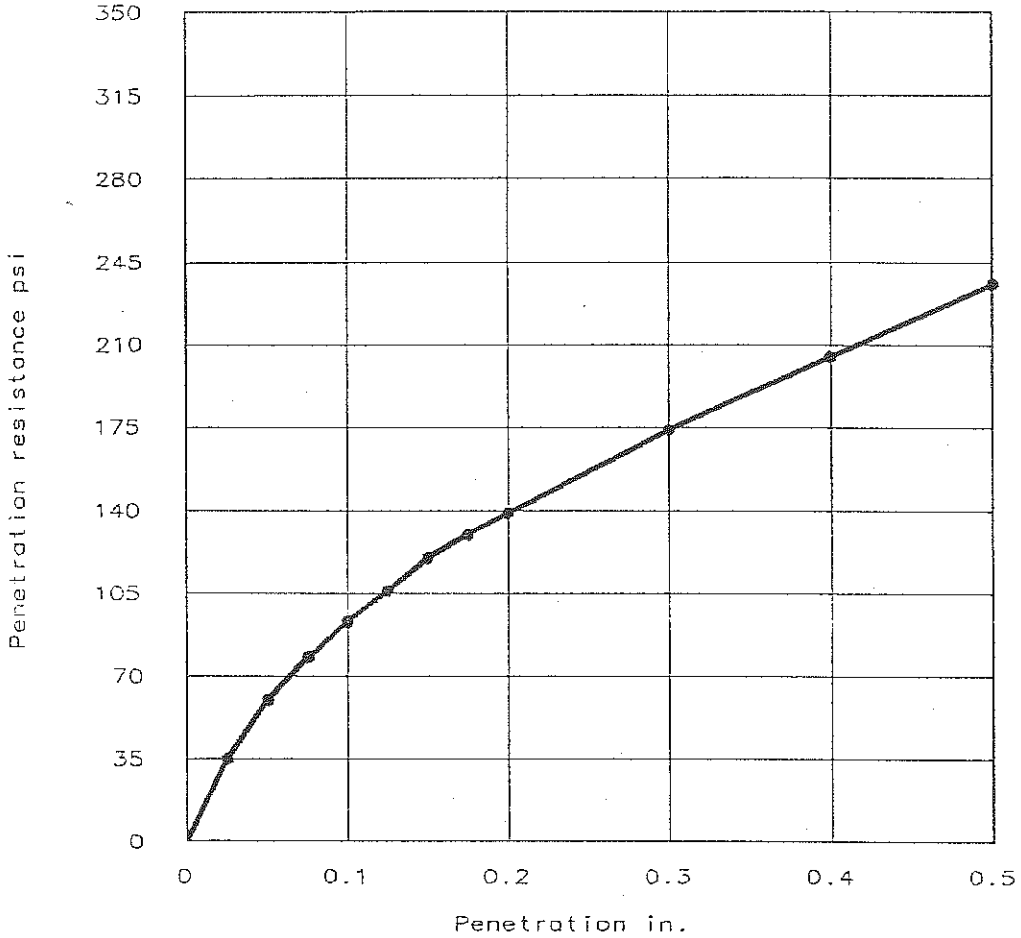
Test Descr./Remarks:

ASTM-D 1883

BULK SAMPLE
SUBMITTED BY PARSONS
ENGINEERING SCIENCE
ON 4-18-97

Fig. No.

BEARING RATIO TEST REPORT



	Molded			Soaked			CBR (%)		Penet.	Swel
	Dens.	% max	moist	Dens.	% max	moist	0.1"	0.2"	Surcharge	%
1 ●	108.4		4.1%	107.5		14.1%	9.3	9.3	15.07 lbs.	0.9
2 ▲										
3 ■										

MATERIAL DESCRIPTION	USCS	Max. dens.	Opt. w.c.	LL	PI
OILY,CLAYEY GRAVEL&SAND WTH 35%FLYASH10%LIME					

Project No: 9705.08
Project: CANTON DROP FORGE
Location: BIOCELL
CLIENT: PARSONS ENGINEERING SCIENCE,INC.
Date: 5-9-97

BEARING RATIO TEST REPORT

APPLIED CONSTRUCTION TECHNOLOGIES, INC.

Test Descr./Remarks:
ASTM-D 1883

BULK SAMPLE
SUBMITTED BY PARSONS
ENGINEERING SCIENCE
ON 4-18-97

Fig. No.

APPENDIX C:

CRITERIA FOR SCREENING ALTERNATIVES FOR CANTON DROP FORGE, INC. LAGOON #1 RE-CONSTRUCTION AND BIOCELL DISPOSAL PROJECT

CRITERIA FOR SCREENING ALTERNATIVES FOR CANTON DROP FORGE, INC. LAGOON #1 RE-CONSTRUCTION AND BIOCELL DISPOSAL PROJECT

Described below are the criteria used for screening the six (6) alternatives considered for the CDF Lagoon #1 re-construction and biocell disposal project and their applications in evaluating these options.

Economic Impact

This criterion considers budget-level unit costs of implementing the six alternatives. These analyses take into account the total costs for addressing the Lagoon #1 re-construction and disposal of biocell material, divided by the estimated volume of the biocell (i.e., about 4,500 tons). The calculation also takes into account any credits which may be realized for re-use of the biocell material.

Rating structure
1 is > $50 / ton
2 is $33 to $50 / ton
3 is $25 to $35 / ton
4 is $10 to $25 / ton
5 is $10 / ton

In Option a, costs to test, load, transport, dump (including excise taxes) the biocell material are projected at over $40/ton. Additional expenses are required to reconstruct Lagoon #1, estimated at over $15/ton. (Note: this estimate will also be used for Lagoon #1 re-construction in Options b, c, d and e), resulting in a total of over $55/ton.

In Options d and e, costs to test, screen, fluidize (optional only), load, transport and transfer the material are partial offset by the value the receiving facility placed on it. About $40/ton in total costs (including those for Lagoon #1) are partial offset by credits of about $5/ton for recovered hydrocarbon value in Option d and about $15/ton for displaced raw materials needed in Option e.

Please refer to Table 4 for costs estimated for Option f (about $33/ton).

Schedule Impact

This criterion considers the total time, commencing from CDF's authorization, to complete engineering, procurement, permitting (or other third-party approvals), implementation and closure of the alternatives.

Rating structure
1 is > 8 / months
2 is 6 to 8 months
3 is 4 to 6 months
4 is 2 to 4 months
5 is <2 months

It is envisaged that, since Options b, c and f are largely within CDF's control and for Option a significant delays are not anticipated getting landfill approval for disposal of this (previously characterized) non-hazardous material, these actions can be completed within 2 to 4 months. Options d and e are anticipated to require longer periods of time to test, verify quality, get third-party approvals (i.e., from Ashland or asphalt plant) and to fit within their operating schedules. To avoid subsequent re-handling of the material, direct feed to their presses will be required, causing delays in completion.

Technical Feasibility

Technical feasibility takes into account the implementability of the proposed options. The rating is entirely subjective with factors identified regarding the ease or difficulty anticipated.

Rating structure
1 is very difficult to implement
2 is somewhat difficult to implement
3 has neutral difficulty for implementation
4 is reasonably easy to implement
5 is most easily implemented

It is anticipated that Options a, b and f will be reasonably easy to implement. Although there are small risks of failure, these approaches has been completed many times without significant problems. Options c and e have also been attempted before, but the risks of failure (from experience) are higher. For Option c, long-term degradation of the stabilized material may produce undesired results (i.e., leaching and/or structural failure), due to exposure to traffic and the elements. For Option e, difficulty in maintaining stability of the subject material has not been tested and, hence, is uncertain. Option d poses the greatest risks of potential failure, primarily due to the variability in hydrocarbon content, texture, sizing, etc., of the material and the degree of pre-processing which will be required to ensure its satisfactory use in this application. Further consideration of Option d is probably unwarranted.

Stakeholder Acceptance

In this criterion, we attempt to evaluate the acceptability of each option to the myriad of parties which (may) have an interest in this project. The assumed stakeholders are: CDF; regulatory agencies, including Ohio EPA and USEPA; potential customers, including Ashland or the asphalt plant; and neighboring property owners.

Rating structure
1 anticipates potentially insurmountable objectives
2 anticipates some objection
3 is neutral with regards to acceptance
4 is generally acceptable
5 projects complete acceptance

Most of the options (a, b, d and e) are perceived to be neutral with respect to acceptability; there are no known issues or concerns which could prohibit their application. Option c is perceived as potentially less acceptable since the stabilized material will be placed in areas subject to traffic and scrutiny (see also the concern regarding long-term stability). Option f is perceived as the most acceptable in that it permits CDF to address two issues simultaneously (i.e., with one set of actions), does not involve external scrutiny and leaves no biocell material exposed to traffic, the elements or scrutiny.

Permitting Requirements

This assessment addresses the probable need for permits or third-party approvals.

Rating structure
1 anticipates substantial/very difficult requirements
2 anticipates somewhat difficult requirements
3 anticipates moderate requirements
4 anticipates minor requirements
5 anticipates no permitting required

For Options, c and f, no external approvals or permit requirements are anticipated. For Options a, d and e, third-party approvals are required from the receiving facilities.

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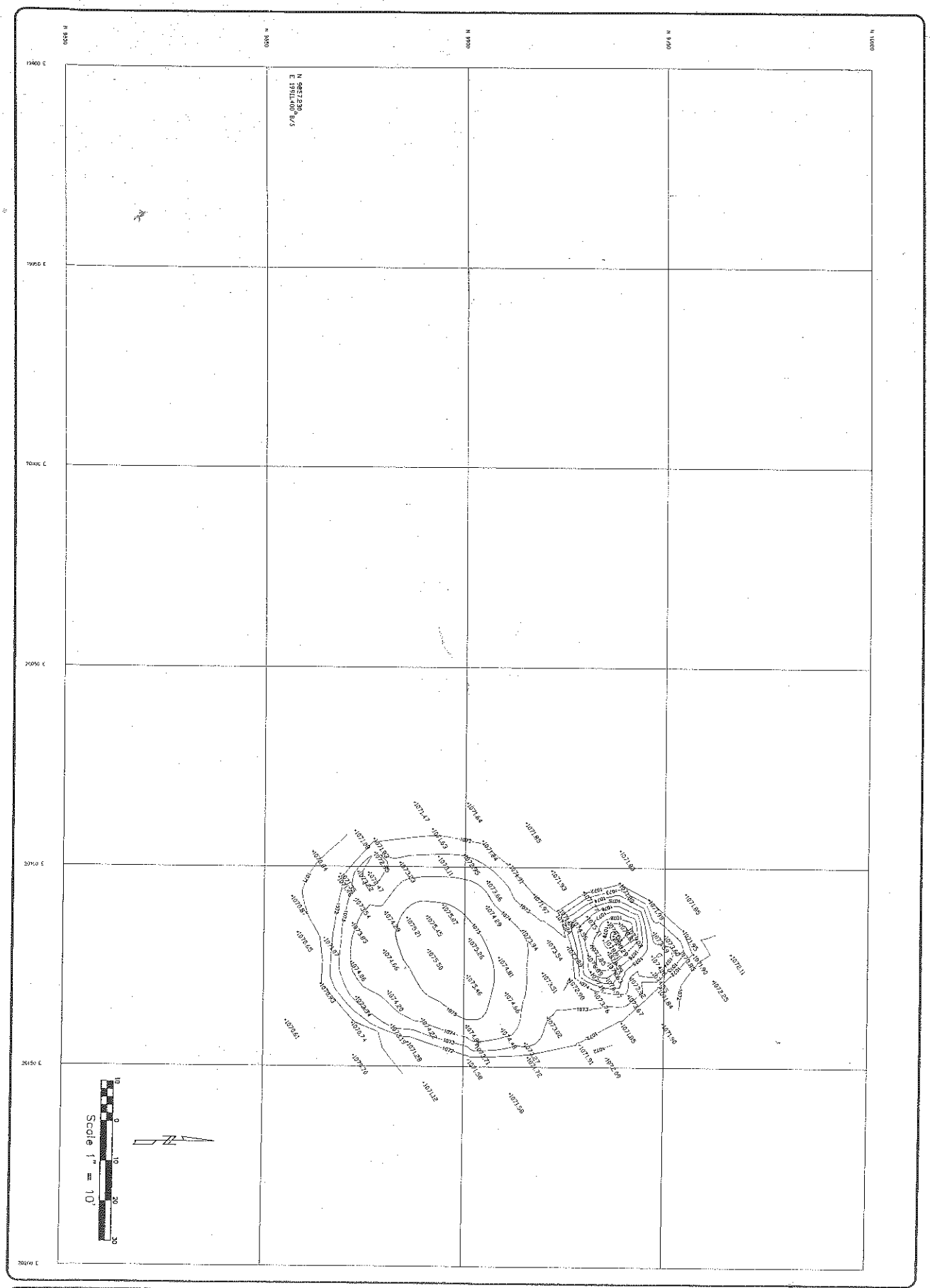
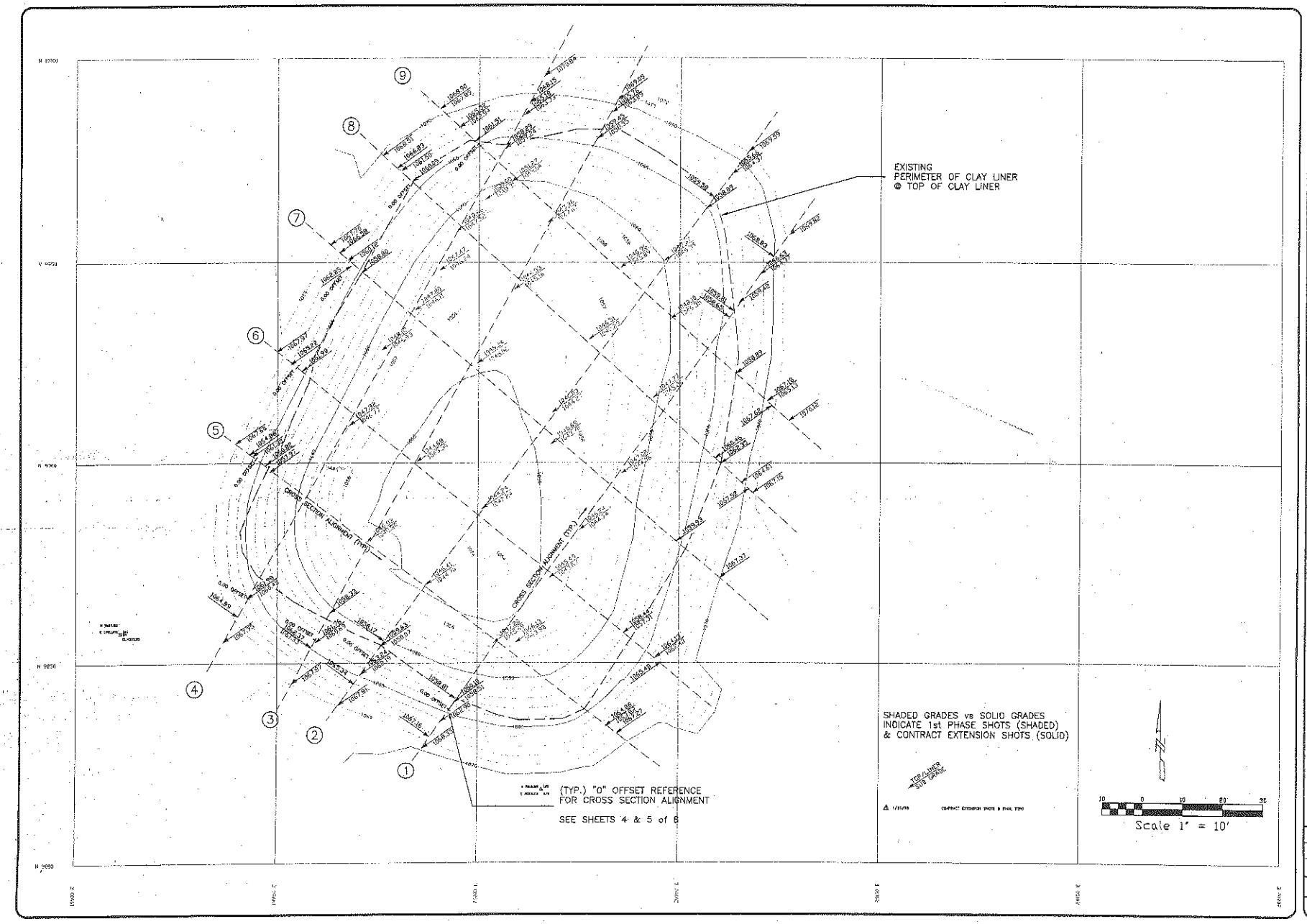


SHEET 8 OF 8	SURVEYED NAB/SN	DATE 09/14/97	CANTON DROP FORGE LAGOON #1 MATERIAL FROM LAGOON, EAST OF LAGOON
	DRAWN BY DWT	SCALE 1" = 10'	
	JOB # 97893	DATE 10/21/97	
	CAD FILE : DROPTLE.DWG		

THE BEAVER EXCAVATING CO.

4650 SOUTHWAY STREET S.W.
CANTON OHIO 44706
PHONE (330) 478-2151 FAX (330) 478-2122

REVISIONS	
DATE	DESCRIPTION



REVISIONS

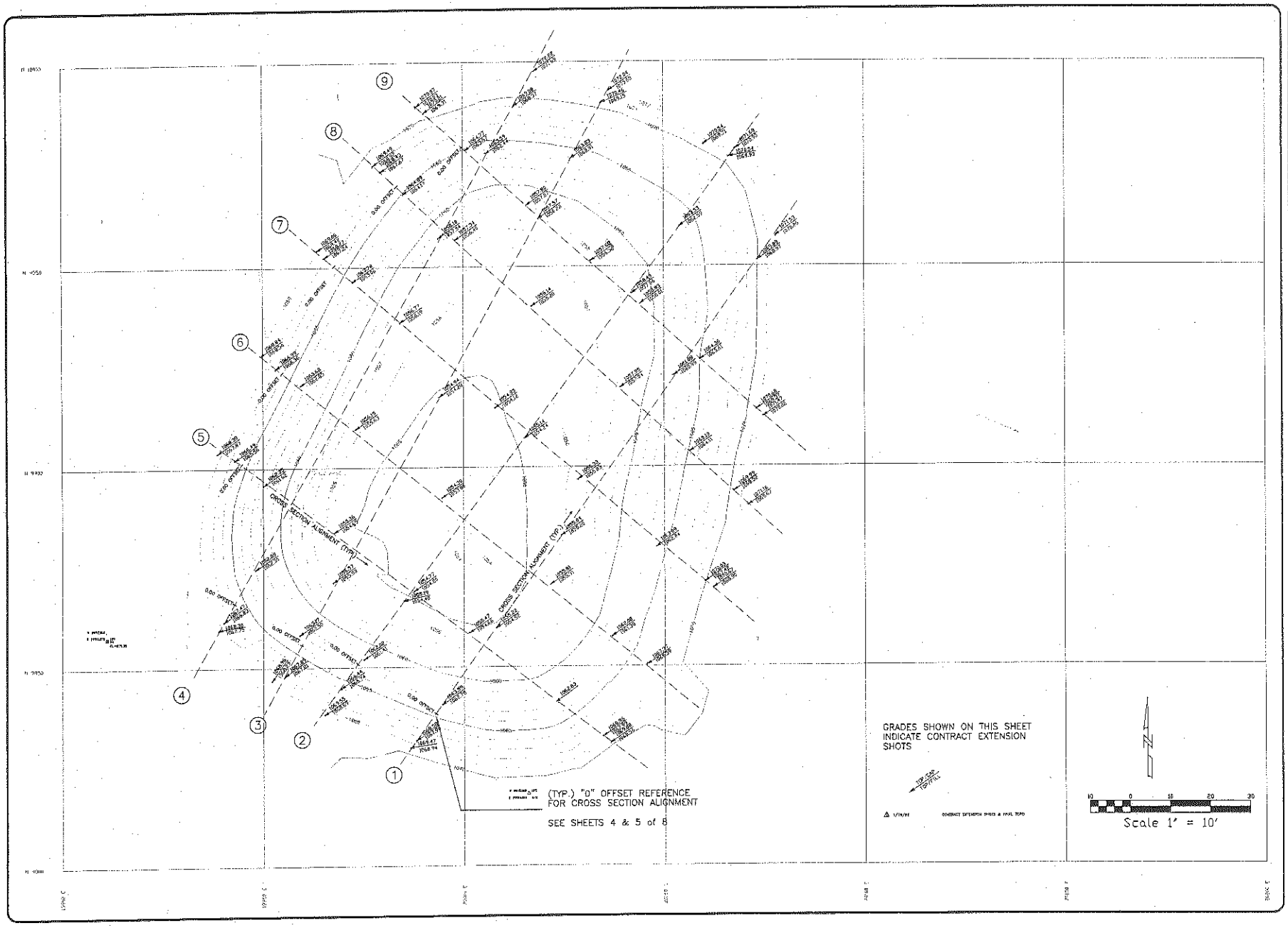
#	DATE	DESCRIPTION

THE BEAVER EXCAVATING CO.
4650 SOUTHWAY STREET S.W.
CANTON OHIO 44706
PHONE (330) 478-2151 FAX (330) 478-2122

CANTON DROP FORGE
LAGOON #1
12" CLAY LINER - SG, TOP/LINER

SURVEYED MJB/DRD/DK	DATE 97 - 98
	SCALE 1" = 10'
DRAWN BY DRT	DATE 1/20/98
JOB # CAD FILE : FIN_SH12.DWG	

SHEET 2 OF 8



REVISIONS

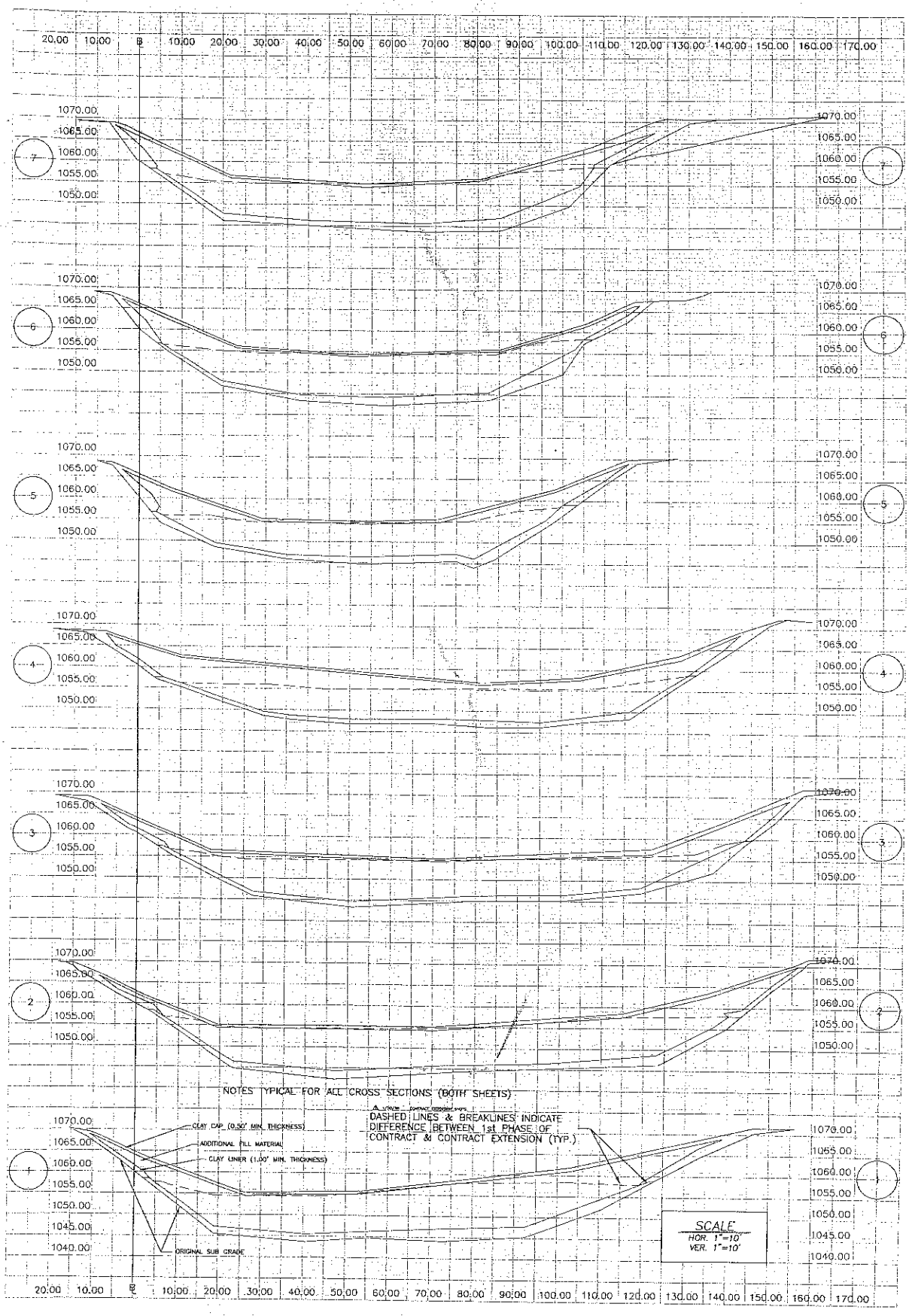
#	DATE	DESCRIPTION

THE BEAVER EXCAVATING CO.
4650 SOUTHWAY STREET S.W.
CANTON OHIO 44706
PHONE (330) 478-2151 FAX (330) 478-2122

CANTON DROP FORGE
LAGOON #1
6" CLAY CAP - TOP/FILL, TOP/CAP

SURVEYED	DATE 12/19/97
	SCALE 1" = 10'
DRAWN BY DRT	DATE 1/19/98
JOB #	
CAD FILE : FH_SHT3.DWG	

SHEET 3 OF 8



SHEET 4 OF 8

CANTON DROP FORGE
LAGOON #1
AS-BUILT CROSS SECTIONS

THE BEAVER EXCAVATING CO.

4650 SOUTHWAY STREET S.W.
CANTON OHIO 44706
PHONE (330) 478-2151 FAX (330) 478-2122

REVISIONS

#	DATE	DESCRIPTION
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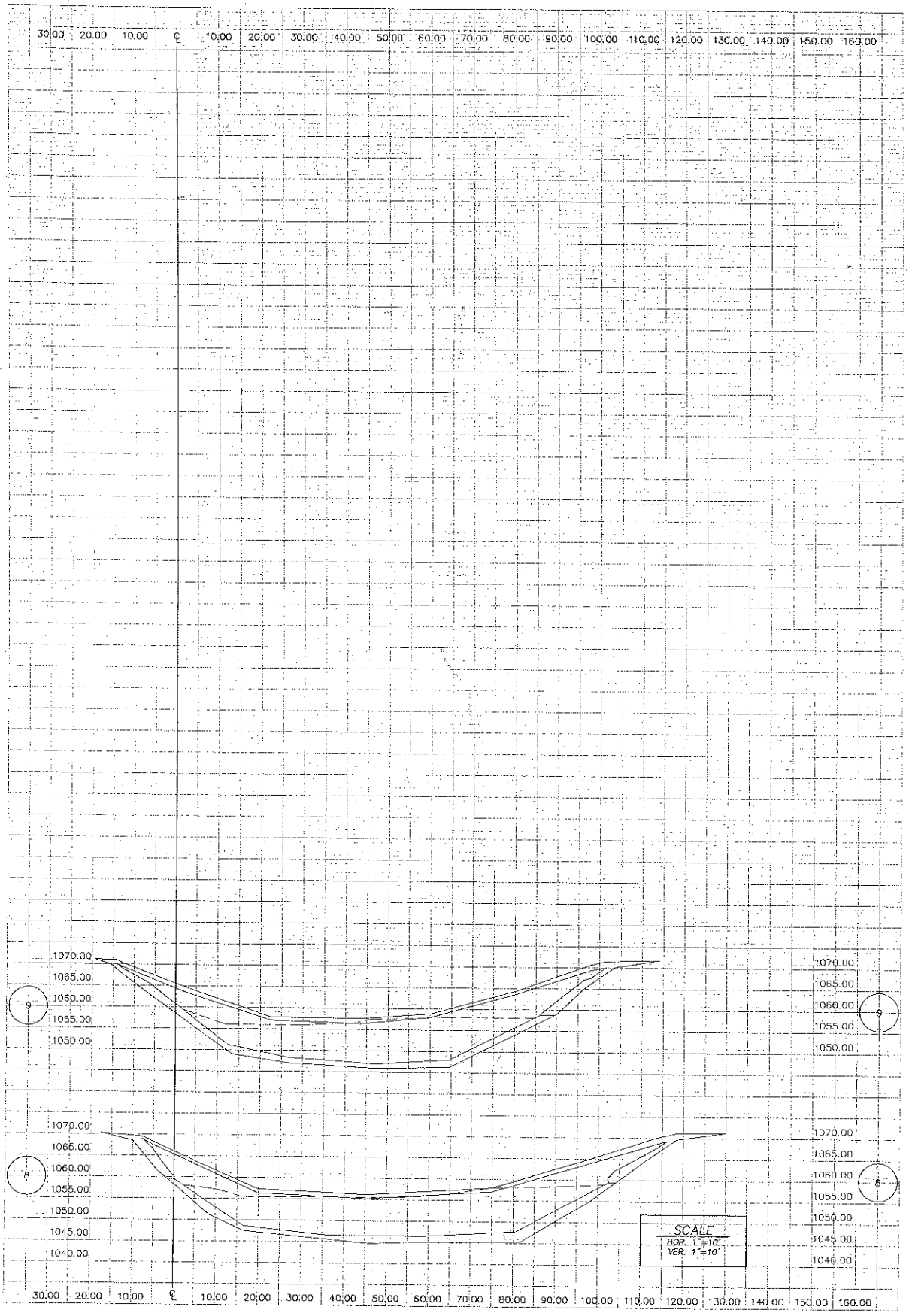
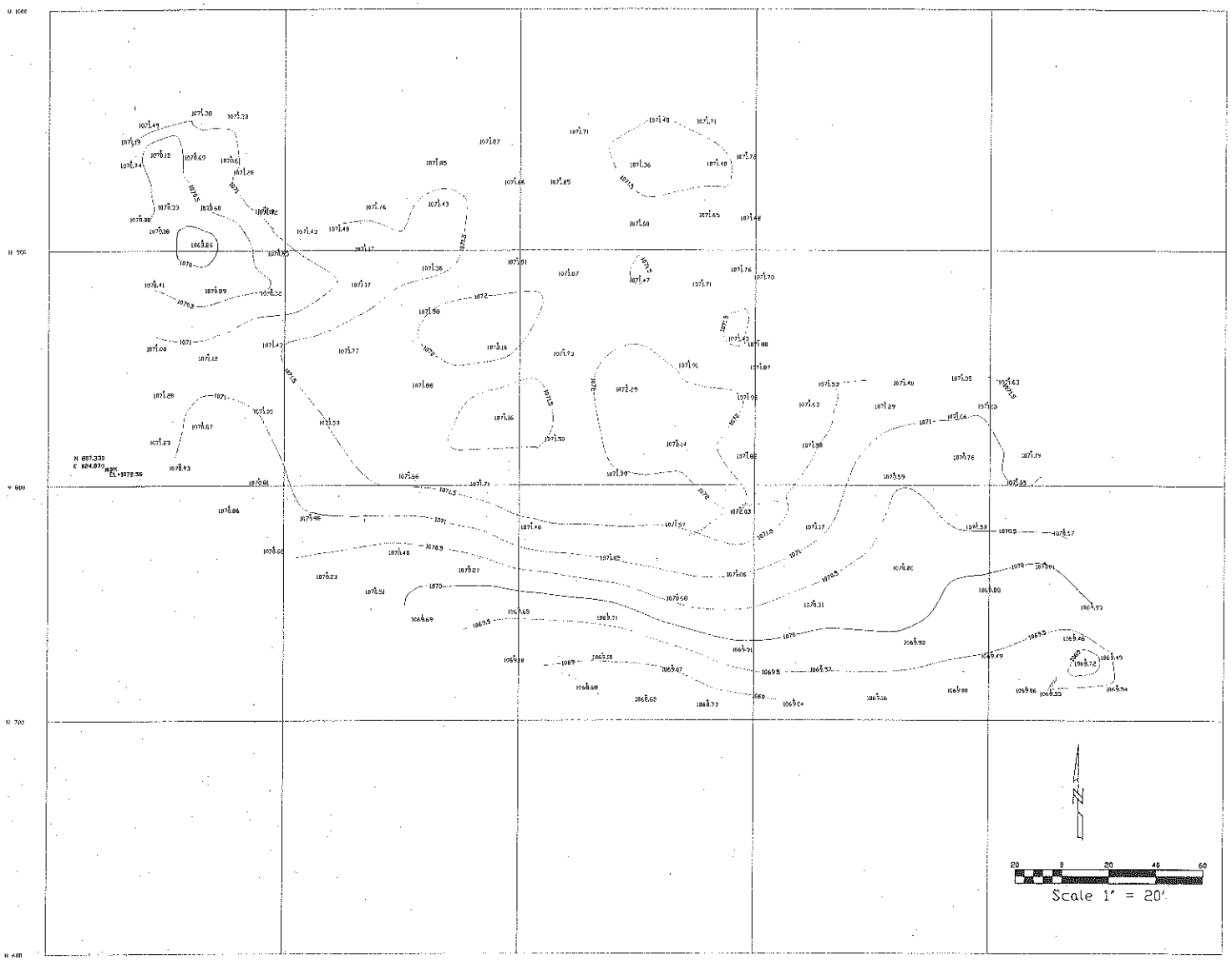


SURVEYED	DATE	CANTON DROP FORGE LAGOON #1 AS-BUILT CROSS SECTIONS	THE BEAVER EXCAVATING CO. 4650 SOUTHWAY STREET S.W. CANTON OHIO 44706 PHONE (330) 478-2151 FAX (330) 478-2122
SCALE VER 1" = 10' HOR 1" = 10'	DRAWN BY DATE 1/20/99		REVISIONS DATE / DESCRIPTION CONTRACT DETERMINED DATE
JOB # CAD FILE - RC60001	SHEET 5 OF 8		



GRADES AFTER REMOVAL OF TREATED MATERIAL DURING CONTRACT EXTENSION

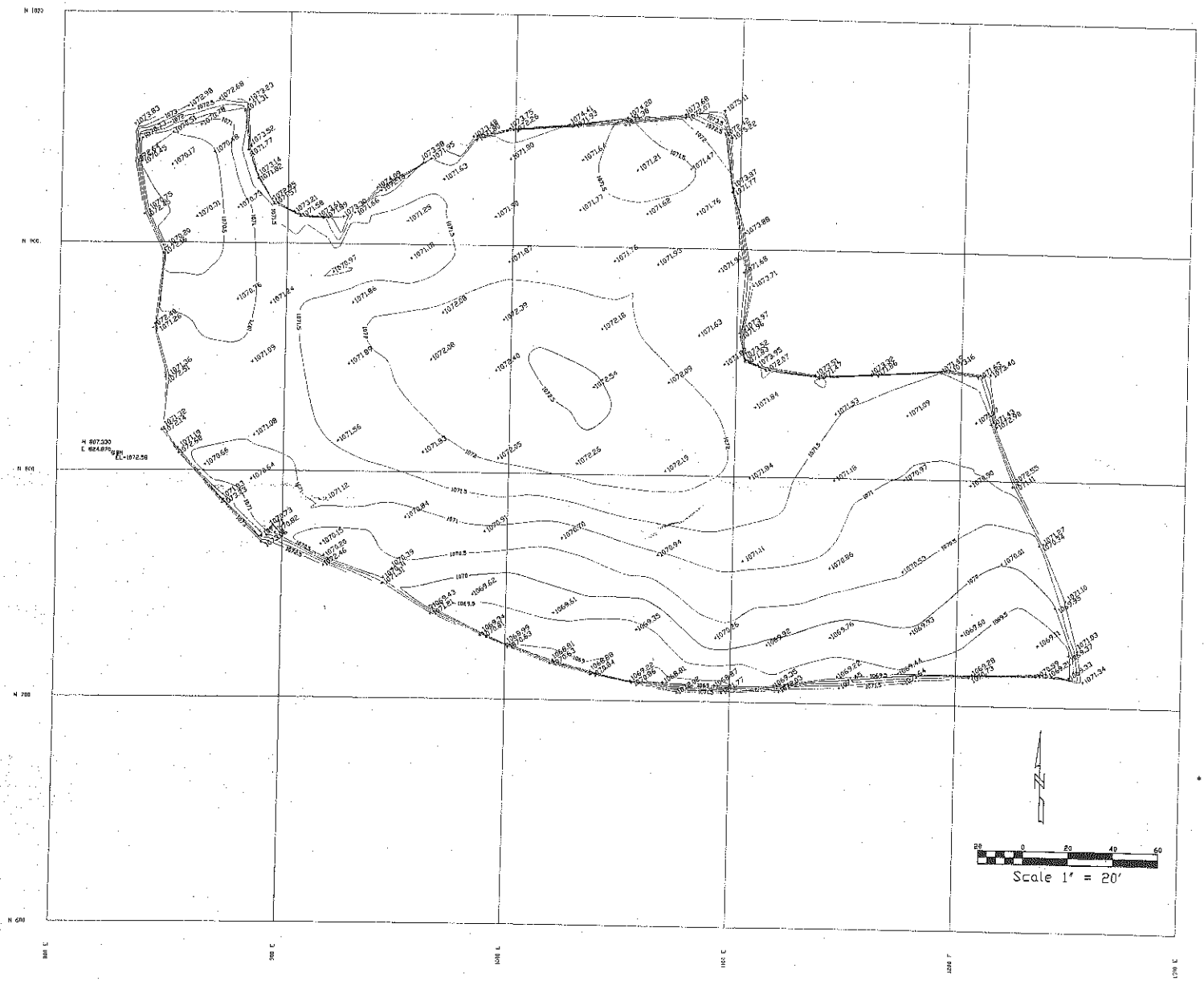
REVISIONS		
#	DATE	DESCRIPTION
1	1/20/98	CONTRACT EXTENSION SHOPS & FINAL TOPO

THE BEAVER EXCAVATING CO.
4650 SOUTHWAY STREET S.W.
CANTON OHIO 44706
PHONE (330) 478-2151 FAX (330) 478-2122

CANTON DROP FORGE
LAGOON #1
BIOCELL - FINAL TOPO

SURVEYED MJB/DK	DATE 12/19/97
	SCALE 1" = 20'
DRAWN BY DRT	DATE 12/24/97
JOB #	
CAD FILE : FIN_SHTS.DWG	

SHEET 6 OF 8



△ 1/13/98 CONTRACT EXTENSION

* GRADES BEFORE CONTRACT EXTENSION WORK BEGAN

REVISIONS

#	DATE	DESCRIPTION
1		
2		
3		

THE BEAVER EXCAVATING CO.
4650 SOUTHWAY STREET S.W.
CANTON OHIO 44706
PHONE (330) 478-2151 FAX (330) 478-2122

CANTON DROP FORGE
LAGOON #1
BIOCELL - FINAL TOPO *

SURVEYED MJB/DK	DATE 9/29/97
	SCALE 1" = 20'
DRAWN BY DRT	DATE 10/22/97
JOB # 97089	
CAD FILE : 97078.DWG	

SHEET 7 OF 8

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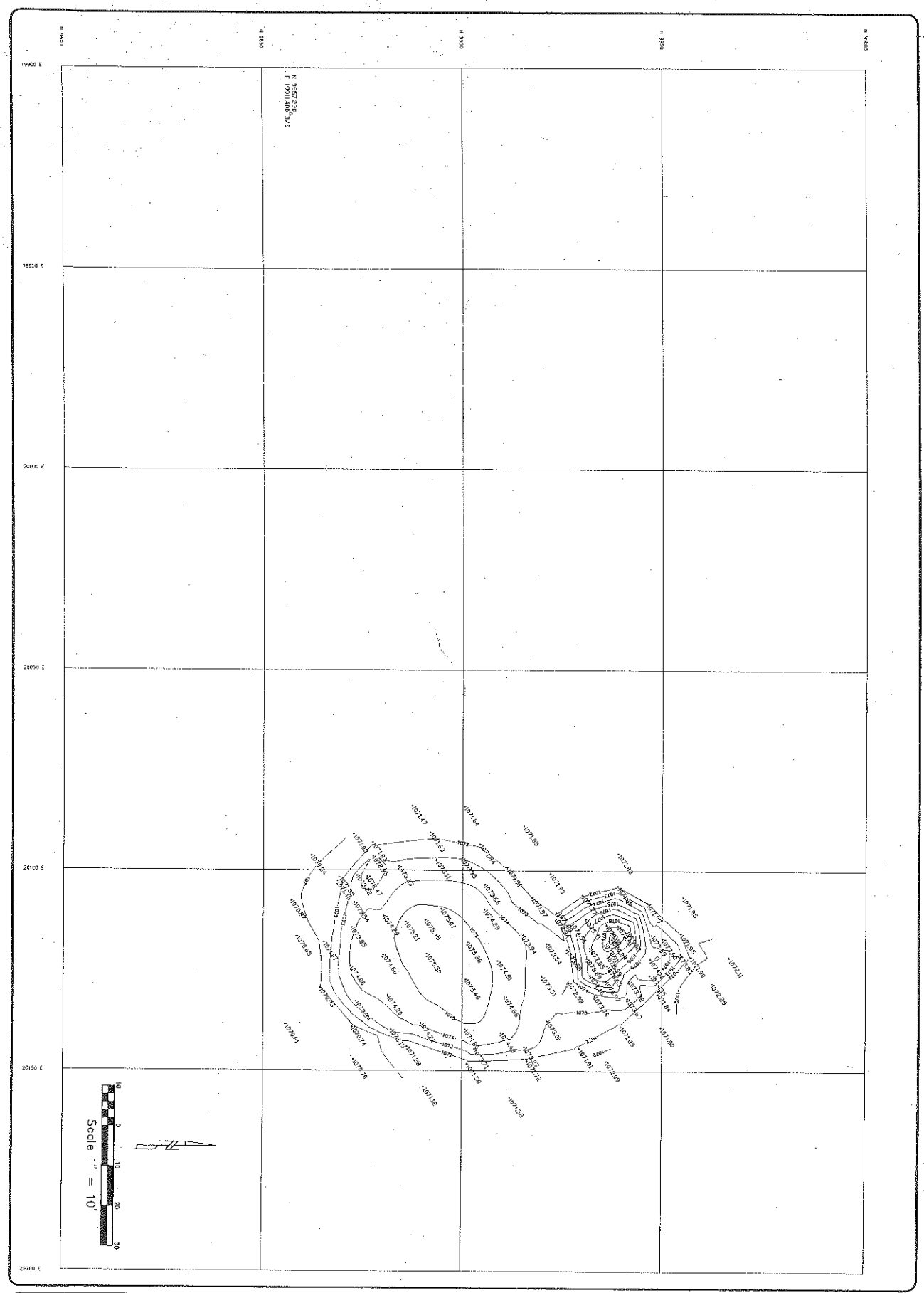

SURVEYED 14 OCT 96	DATE 06/18/97		
DRAWN BY	DATE 10/21/97	SCALE 1" = 10'	
CHECKED BY	DATE 10/21/97		

SHEET 8 OF 8

CANTON DROP FORGE
LAGOON #1
MATERIAL FROM LAGOON, EAST OF LAGOON

THE BEAVER EXCAVATING CO.

4650 SOUTHWAY STREET S.W.
CANTON OHIO 44706
PHONE (330) 478-2151 FAX (330) 478-2122

REVISIONS

DATE	DESCRIPTION

CANTON DROP FORGE

ISO 9001 and AS 9100
Certified Quality System

September 13, 2013

BY FEDERAL EXPRESS AND E-MAIL

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Re: Status Report - January 22, 2013 Notice of Violation (NOV)
Canton Drop Forge
4575 Southway Street SW, Canton, Ohio
EPA ID #OHD004465142

Dear Messrs. Weiler, Beedle and Kennedy:

As a follow-up to our August 20, 2013 meeting at your office, Canton Drop Forge (CDF) is providing this status report to keep USEPA and Ohio EPA up to date on the progress we are making towards environmental improvements at our facility. This report conveys the following information:

1. status of oil-water separator improvements and process water discharge;
2. status of site investigation and pond remediation activities; and

3. a discussion of CDF's continuing desire to conduct remediation of the ponds under Ohio EPA's Voluntary Action Program (VAP).

As discussed during our meeting, CDF has been proactive in taking measures to prevent future oil releases to the ponds as well as to clean-up earlier releases. In September 2012, CDF entered the Property into the RCRA and Ohio Voluntary Action Program Memorandum of Agreement Track (RCRA and VAP MOA Track) and has expended considerable effort toward addressing site conditions under that program. TRC's Ohio Certified Professional, Donald Fay, is serving as the VAP project manager.

1. Oil-water Separator Improvements and Process Water Discharge

Since our August 20 meeting, CDF has made progress finalizing plans for process piping and treatment modifications **to eliminate the release of process water and oil to the on-site storm water retention ponds**. The process modifications include:

- Installation of a larger oil-water separator (OWS) with a higher hydraulic retention time and more robust oil separation technology to treat the flow of process water generated from forge hammers and other miscellaneous forge processes.

- Installation of an oil storage tank with secondary containment for temporary storage of oil collected from the new OWS.

- Water processed through the new OWS will be pumped to CDF's existing water reclaim system for reuse as cooling water or as boiler feed water. Excess recycled water will be discharged to the Stark County Sanitary Sewer with ultimate discharge to the City of Massillon's Waste Water Treatment Plant (WWTP). We have received verbal indications that our process wastewater will be accepted, and a Permit-to-Install (PTI) application will be submitted shortly.

- Current non-contact cooling water overflows will be reused or diverted and pumped to CDF's boiler system.

Additionally, CDF will implement best management practices (BMPs) for storm water flows to further minimize the potential for releases of oil residuals to the on-site storm water retention ponds during storm events. These BMPs include:

(i) Installation of three storm water-oil separators at three primary storm water pipelines prior to their discharge to CDF's on-site storm water retention ponds. These separators will capture and treat only storm water; **no process water will be discharged to the ponds**.

(ii) Installation of oil retention booms within the storm water retention ponds at each outfall as an additional measure to capture any residual oils that may inadvertently reach the ponds. Installation of booms is a standard precautionary measure; no oil water releases are anticipated.

Proposed Process Modifications

Figure 1 illustrates the existing facility process flows, and Figure 2 illustrates the flow streams after implementation of the proposed process modifications. Facility production wells will continue to be utilized as a primary water supply in facility processes, including steam generation and for non-contact cooling purposes. CDF also intends to connect to the City of Massillon water supply for sanitary and potable water use at the facility and for temporary production water supply if necessary.

Process water treated with the new OWS will be pumped to the facility water reclaim/heat exchange reservoir for primary reuse within the facility's cooling water system. Excess water within the water reclaim/heat exchange reservoir will be pumped to the facility's boiler system for steam generation or to the facility water storage tank. If water level reaches or exceeds a high level condition within the storage tank, excess water will then be pumped to the Stark County sanitary sewer system for treatment at the City of Massillon's WWTP. While excess water is being discharged from the water reclaim/heat exchange reservoir, system controls will be designed to prevent CDF's production wells from operating.

Sewer discharge flow rates will be in accordance with discharge limitations imposed by Stark County Sanitary Sewers and the City of Massillon WWTP. Based on recent discussions, Stark County has indicated that discharge flows up to 50 gallons per minute (gpm) from 6 AM to 12 AM, and flows up to 200 gpm from 12 AM to 6 AM will be acceptable [126,000 gallons per day (gpd)]. To maintain flow rates at or below these prescribed limits, CDF will install a flow control device prior to discharge. The flow control device will consist of either:

- Orifice plates installed in parallel discharge pipelines to allow 50 or 200 gpm to discharge from CDF's water storage tank (at approximately 60 psi). Depending on the time of day and only when water level within the storage tank is at or above high level, solenoids will open drain valves on either the 50 gpm drain line or the 200 gpm drain line.
- A modulating flow control valve that will self-regulate to the targeted 50 or 200 gpm depending on the time of day. A downstream flow meter will provide analog feedback to the valve positioning motor to open or close the valves as necessary to maintain the prescribed flow at the discharge conditions.

The OWS will be delivered to our site before the end of September 2013, and the installation will commence as soon as the PTI is approved. We have received bids for the project from contractors, and anticipate that this work will start in October 2013.

2. Site Investigation and Pond Remediation Activities

As discussed during our August 20 meeting, TRC completed a Draft VAP Phase I Property Assessment (PA) and a VAP Phase II PA which included the collection of numerous soil, ground water, sediment, and pond water samples in accordance with the RCRA and VAP MOA Track. Based upon the VAP Phase II, a Remedial Action Plan (RAP) was developed which presents applicable standards to be achieved following implementation of the remedy. The applicable standards are site-specific risk-based concentrations of total petroleum hydrocarbons and polynuclear aromatic hydrocarbons that are protective of complete exposure pathways for the pond sidewalls and bottom materials. These reports have been provided to both USEPA and Ohio EPA.

The following progress has been made toward site investigation and pond remediation planning since our meeting:

- Dewatering of Ponds 1 and 2 has continued in preparation for remediation of the oil-impacted sidewalls and bottom material.
- The heating fuel underground storage tanks in the west storage yard (east of Upsetter Building) were removed. During the tank excavation, the only area identified on the property with elevated concentrations of trichloroethene (TCE) in soil was removed and disposed offsite at a licensed landfill. The highest concentration of TCE was identified during a supplemental sampling investigation prior to excavation at 4.2 mg/kg. The highest post-excavation confirmatory sample location contained 0.24 mg/kg of TCE. However, with over 60 samples collected in the West Yard, TCE detections were only identified at isolated locations and at concentrations well below the maximum concentrations identified above.
- Ground water monitoring from the property well network and two production wells is continuing. The next sampling event is scheduled for December 2013.

The remediation of Pond 1 and Pond 2 will begin as soon as the OWS and process water improvements are on-line. This is anticipated to begin in November 2013, and will be fast-tracked to avoid repeating the dewatering efforts.

3. Authority of United States Environmental Protection Agency to Incorporate the Ohio Voluntary Action Program into a Consent Agreement and Final Order

Based on input from our legal counsel, Canton Drop Forge also wishes to address the issue of whether USEPA has the authority to incorporate the Ohio VAP into a Consent Agreement and Final Order ("CAFO"). As further detailed below, and as demonstrated by the enclosed documents, USEPA not only has the authority to incorporate the VAP into a CAFO, but USEPA guidance specifically *encourages* cooperative efforts between state agency voluntary remediation programs and USEPA. As a result, EPA has required a Respondent to complete site work under a state voluntary action program pursuant to a federal consent decree.

USEPA has long viewed cooperation between state and federal cleanup programs as instrumental to achieving efficient resolution of potential environmental contamination. Therefore, USEPA implemented the "One Cleanup Program"[1] to coordinate different cleanup programs to achieve more consistent and effective cleanups, to avoid unnecessary duplication of cleanup efforts, and to avoid the application of different cleanup standards based solely on the programmatic slot into which a cleanup was placed. In USEPA's words: "The One Cleanup Program is EPA's vision for how different cleanup programs at all levels of government can work together to meet that goal – and ensure that resources, activities, and results are effectively coordinated and communicated to the public." *Id.*

USEPA's One Cleanup Program functions "by encouraging improved coordination among EPA programs and with state, tribal, local and other federal agency programs and stakeholders." *Id.* In discussing how the One Cleanup Program will lead to more consistent and effective cleanups, USEPA stated:

> The regulated community has expressed concern that inconsistent and duplicative approaches taken by different regulatory agencies create inefficiency and confusion. Increased effectiveness of cleanups and more efficient use of resources can be achieved by sharing lessons learned, recognizing successful alternative approaches, and developing more consistent policies and guidance. **Cleanup programs should work together to make greater use of all available authorities, and select the optimum programmatic tools to increase the pace, efficiency, and quality of cleanups.**

Id. (emphasis in original). As noted in USEPA's One Cleanup Program Overview, the initiative applies to multiple EPA cleanup programs, specifically including closure under RCRA. *Id.*

[1] *See* Exhibit 1: USEPA One Cleanup Program Overview.

USEPA's agreement to incorporate a state voluntary action program into a Consent Decree or CAFO, and avoid following a much slower federal RCRA or CERCLA programmatic approach, is demonstrated by the enclosed Settlement Agreement, Covenant Not to Sue, and Consent Decree ("Consent Decree") in *U.S.A., et al. v. The B&B Mines, Inc., et al.* (Case No. 05-cv-992-EWN-OES).[2] USEPA, the U.S. Department of Justice, and the State of Colorado entered into the B&B Mines Consent Decree with several different defendants against whom USEPA and Colorado asserted CERCLA[3] claims. The Consent Decree required B&B Mines to reimburse USEPA for costs USEPA incurred in addressing contamination at the subject site, and also included a prospective purchase agreement whereby a nearby town and a nearby county agreed to purchase the subject land. *See id.* Importantly, the Consent Decree required the town and county to clean up the site pursuant to Colorado's Voluntary Cleanup Program. *See id.* at p. 31.

USEPA Region 5 has also shown a willingness to incorporate state voluntary action programs into CAFOs and Consent Decrees. As noted on USEPA Region 5's website, USEPA Region 5 supported and implemented administrative reforms (known as the RCRA Cleanup Reforms) to "achieve faster, more efficient cleanups at RCRA sites that treat, store, or dispose of hazardous waste and have potential environmental contamination."[4] As part of its RCRA Cleanup Reforms, USEPA Region 5 specifically stated that it was "evaluating how State voluntary clean-up programs could potentially help accomplish goals of the corrective action program." *Id.*

In sum, incorporation of VAP into a CAFO does not violate relevant environmental regulations, USEPA precedent, or program requirements. Rather, VAP offers all involved parties the most efficient method of achieving protection of human health and the environment, is encouraged by USEPA guidance, and was implemented in a prior Consent Decree entered in federal court.

Closing

We appreciate the assistance of USEPA and Ohio EPA on this matter and look forward to continuing our discussion about resolving the NOV issues in an efficient and timely manner. We strongly believe that continuing our approach of remediating the property under Ohio's VAP meets applicable regulatory standards, is protective of human health and the environment, and avoids costly re-work and substantial time delays.

We are available for a conference call at your convenience if you would like to discuss these issues further.

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[2] Enclosed as Exhibit 2.

[3] The fact that the B&B Mines Consent Decree involved CERCLA claims does not distinguish its applicability to the RCRA claims alleged against CDF. USEPA's commitment to cooperation with state cleanup programs is not restricted to CERCLA. As noted in USEPA's One Cleanup Program Overview, the One Cleanup Program "involves EPA cleanup programs dealing with brownfields, federal facilities, leaking underground storage tanks, RCRA and Superfund." Exhibit 1 (emphasis in original).

[4] *See* Exhibit 3: USEPA Region 5 RCRA Cleanup Reforms.

Canton Drop Forge, Inc.

Brad Ahbe
President

TRC Environmental Corporation

Donald A. Fay, Ohio VAP C.P. # 254
Vice President

Attachments

cc: Natalie Oryshkewych – Ohio EPA Northeast District Office (w/attachments)
Kevin Palombo – Ohio EPA Northeast District Office (w/attachments)
Mark Navarre – Ohio EPA Central Office (w/attachments)
Todd Anderson – Ohio EPA Central Office (w/attachments)
Sue Kroeger – Ohio EPA Central Office (w/attachments)
Kim K. Burke – Taft, Stettinius & Hollister LLP

Exhibit 1 - USEPA One Cleanup Program Overview

http://www.epa.gov/oswer/onecleanupprogram/
Last updated on Thursday, December 13, 2012

Solid Waste and Emergency Response

You are here: EPA Home »Solid Waste and Emergency Response »One Cleanup Program

One Cleanup Program

- Vision for the One Cleanup Program
- Anticipated Improvements
- Action Plan
- Horinko's Speech Announcing Program to States (PDF) (5 pp, 69K, About PDF)
- One Cleanup program Fact Sheet [pdf]
- Existing Cross-Program Policy and Guidance
- Anacostia Watershed: A Successful Cross-Program Cleanup

The Environmental Protection Agency (EPA) is leading this initiative in response to issues raised by the regulated community, citizens impacted by contaminated properties, and other governmental agencies. Its goal is to improve the coordination, speed, and effectiveness of cleanups at the nation's contaminated sites. The One Cleanup Program is EPA's vision for how different cleanup programs at all levels of government can work together to meet that goal — and ensure that resources, activities, and results are effectively coordinated and communicated to the public.

The One Cleanup Program will not require new legislation or program restructuring. Instead, it is a long term initiative designed to support the ongoing planning and quality improvement efforts of EPA cleanup programs. It does this by encouraging improved coordination among EPA programs and with state, tribal, local and other federal agency programs and stakeholders.

The One Cleanup Program establishes activities that will lead to:

- More consistent and effective cleanups
- Clear and more useful information about cleanups
- Better cross-program performance measures.

This initiative involves EPA cleanup programs dealing with brownfields, federal facilities, leaking underground storage tanks, RCRA and Superfund. The results of the One Cleanup Program will be evaluated on a regular basis and considered in annual planning processes.

"All of our different cleanup programs have to work together better, using the best thinking, the best technologies, the best information, the best measures of success. That's what the One Cleanup Program is all about."

Marianne Horinko, Assistant Administrator, Office of Solid Waste and Emergency Response.

EPA's Office of Solid Waste and Emergency Response (OSWER) and Office of Enforcement and Compliance Assurance (OECA) will lead the initiative. EPA worked closely with the Association of State and Territorial Solid Waste Management Officials (ASTSWMO) and other state and tribal representatives to develop the initiative. State and tribal cleanup programs are encouraged to voluntarily participate in the program objectives within their existing standards and resources. The success of the One Cleanup Program is very dependent on partnerships and effective communication - with the public and among waste site cleanup programs.

EPA's Vision for the One Cleanup Program

The nation's cleanup programs will work in harmony to achieve effective and efficient cleanups that protect human health and the environment, and support revitalization of communities. Cleanup programs will coordinate to promote sound and protective remedies, shared science and technical approaches, seamless public information systems, and the mutual acceptance of policies and results.

The One Cleanup Program will lead to three major improvements:

I. More consistent and effective cleanups

The regulated community has expressed concern that inconsistent and duplicative approaches taken by different regulatory agencies create inefficiency and confusion. Increased effectiveness of cleanups and more efficient use of resources can be achieved by sharing lessons learned, recognizing successful alternative approaches, and developing more consistent policies and guidance. **Cleanup programs should work together to make greater use of all available authorities, and select the optimum programmatic tools to increase the pace, efficiency, and quality of cleanups.**

I. Clear and more useful information about cleanups

Citizens impacted by contaminated properties have stated that it is vitally important that EPA work with the nation's cleanup programs to combine and integrate information systems in order to provide clear and useful information about the cleanup and revitalization of contaminated sites.

I. Better performance measures

The President and Congress have emphasized the need for performance measures that clearly show the performance of EPA's environmental programs.

EPA will work with all cleanup programs to develop meaningful measures that demonstrate the overall effectiveness and benefit of the nation's combined cleanup efforts, so we can assess the results and appropriately request, prioritize, and apply our limited resources.

Implementation - Action Plan

To improve in the three areas discussed above, EPA will work with the nation's waste cleanup programs to plan and to implement the following initiatives/activities. EPA will regularly evaluate the results of these activities and adust the One Cleanup Program as appropriate. EPA will also consider these results in its annual planning processes.

Initiative I: More Consistent and Effective Cleanups

Initiative II: Clear and Useful Information About Cleanups

Initiative III: Better Performance Measures

Conclusion

Many of the activities laid out here are underway. Details for others will be posted on this website as they become available.

In short, the One Cleanup Program applies cross-program, cross-agency thinking and planning to the universe of contaminated sites. It pools the best ideas, experiences and innovations from each program so that they can be applied to all programs. In this way, every cleanup project in every community can benefit.

Exhibit 2 - B&B Mines Consent Decree

RECEIVED MAY 3 1 2005

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

UNITED STATES OF AMERICA, and THE STATE OF COLORADO, Plaintiffs, v. THE B&B MINES, INC., FRENCH GULCH MINES, INC., DIAMOND DICK CO., ECKART PATCH CO., LITTLE LIZZIE LIMITED LIABILITY COMPANY, and WIRE PATCH LIMITED LIABILITY COMPANY, Defendants.	)	Civil Action No. 05-CV-992-EWN-OES

SETTLEMENT AGREEMENT, COVENANTS NOT TO SUE AND CONSENT DECREE

I. BACKGROUND

The United States of America and the State of Colorado have filed a joint complaint in this matter. The United States of America filed its claim pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, seeking reimbursement of costs incurred and to be incurred for response actions and natural resource damages in connection with the release or threatened release of hazardous substances at the Wellington Oro/French Creek Superfund Site in Summit County, Colorado. The State of Colorado filed its claim pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, seeking reimbursement of costs incurred and to be incurred for response actions and natural resource damages in connection with the release or threatened release of

hazardous substances at the Wellington Oro/French Creek Superfund Site, the IXL/Royal Tiger Site and the Jessie Mine and Mill Site, located in Summit County, Colorado.

This Settlement Agreement, Covenants Not to Sue, and Consent Decree ("Consent Decree" or "Agreement") is made and entered into by and among the United States on behalf of the United States Environmental Protection Agency ("EPA") and the United States Department of Interior ("DOI") and the State of Colorado ("State") on behalf of the Colorado Department of Public Health and Environment ("CDPHE") and the Colorado Trustees for Natural Resources ("State Trustees") (collectively the "Plaintiffs"); The B&B Mines, Inc., Diamond Dick Co., Eckart Patch Co., French Gulch Mines, Inc., Little Lizzie Limited Liability Company, and Wire Patch Limited Liability Company (collectively the "Defendants" or "Sellers"); and Summit County and the Town of Breckenridge (collectively the "Buyers").

This Consent Decree is entered into pursuant to CERCLA, 42 U.S.C. §§ 9601 *et seq.* and the authority of the Attorney General of the United States to compromise and settle claims of the United States. The State of Colorado enters into this Consent Decree pursuant to authority provided in Section 25-16-103 C.R.S.

This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, 9613(b), and 9622. This Court also has personal jurisdiction over the Settling Parties. The Settling Parties shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

1. "Action Memorandum" shall mean the Action Memorandum issued by EPA on November 24, 2002, as amended by Addendum # 1 on November 30, 2004, selecting a non-time critical removal action to address water quality in connection with metals contamination emanating from the Wellington Oro Site, copies of which are attached hereto as Appendix 3 to this Consent Decree.

2. "Administrative Orders" shall mean the following four (4) administrative orders issued by EPA to Sellers: Administrative Order For Engineering Evaluation/Cost Analysis, Docket No. CERCLA-VIII-98-12, issued by EPA on April 27, 1998; Administrative Order for Non-Time Critical Removal Action, Docket No. CERCLA-VIII-98-21, issued by EPA on September 24, 1998; Unilateral Administrative Order for Engineering Evaluation/Cost Analysis, Docket No. CERCLA-VIII-99-13, issued by EPA on July 9, 1999; and Administrative Order for Access, Docket No. CERCLA-8-2000-17, issued by EPA on August 25, 2000.

3. "Agreement" or "Consent Decree" shall mean this Settlement Agreement, Covenants Not to Sue, and Consent Decree.

4. "Buyers" shall mean Summit County, a body corporate and politic of the State of Colorado ("Summit County"), and the Town of Breckenridge, a municipal corporation of the State of Colorado ("Town of Breckenridge"), their departments, agencies and instrumentalities, collectively.

5. "CDPHE" shall mean the Colorado Department of Public Health and Environment and any successor departments or agencies.

6. "Effective Date" shall mean the date upon which this Consent Decree is entered by the Court in accordance with Section XXIV of this Agreement.

7. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

8. "Existing Contamination" shall mean:

a. any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the Effective Date of this Agreement;

b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the Effective Date of this Agreement; and,

c. any hazardous substances, pollutants or contaminants presently at the Property that migrate onto, under, or from the Property after the Effective Date of this Agreement.

9. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States or the State incurs after the Effective Date of this Agreement in reviewing or developing plans, reports and other items pursuant to this Consent Decree relating to the Wellington Oro Work, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and costs to secure access after the Effective Date of this Consent Decree.

10. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded

annually on October 1 of each year, in accordance with Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

11. "IXL/Royal Tiger Site" shall mean that portion of the Property that comprises the IXL/Royal Tiger Mine and Mill and other facilities at that location on the south side of the Swan River, approximately one fourth of a mile east of Muggins Gulch and five stream miles from the confluence with the Blue River, covering approximately ten acres of land, including two collapsed adits, associated underground workings, two waste rock dumps, a pile of fine-grained mill tailings located below the ruins of the mill, and releases and discharges from the IXL/Royal Tiger Mine and Mill, adits, workings, waste rock dumps and tailings, the surface location of which is generally depicted on the map attached hereto in Appendix 1 to this Consent Decree.

12. The "Jessie Mine and Mill Site" shall mean that portion of the Property that comprises the Jessie Mine and Mill and other facilities at that location on the east side of Gold Run Gulch, approximately 1.5 miles south of the Swan River and 2.7 stream miles from the confluence with the Blue River, containing an approximately 200-acre strip of land subject to 44 patented mining claims and associated underground workings and releases and discharges from the Jessie Mine and Mill, adits, workings, waste rock dumps and tailings, the surface location of which is generally depicted on the map attached hereto in Appendix 1 to this Consent Decree.

13. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

14. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or letter.

15. "Parties" shall mean the United States, the State, the Sellers and the Buyers.

16. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States or the State paid at or in connection with the Property or the Existing Contamination, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs and costs to secure access, through the Effective Date of this Consent Decree.

17. "Property" shall mean the approximately 1,786 acres of land located just east of the Town of Breckenridge in unincorporated Summit County in the Upper Blue River Basin that the Sellers have agreed to sell to the Buyers, and all facilities located on such Property, depicted generally on the map attached hereto in Appendix 1 to this Consent Decree and specifically described in the legal description attached hereto in Appendix 2 to this Consent Decree. The northern border of the 1,786 acres of land is in the Swan River Valley, and the southern border extends up the south side of French Gulch. The Property includes, but is not limited to, the Wellington Oro Site, the Jessie Mine and Mill Site, and the IXL/Royal Tiger Site. Also contained within the boundaries of the Property is a 156 acre parcel that is to be protected by a conservation easement, such easement to be held by the Continental Divide Land Trust (referred to herein as the "Easement Property"). The Easement Property is generally depicted on the map attached hereto in Appendix 1 to this Agreement.

18. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

19. "Sellers" shall mean the Defendants, The B&B Mines, Inc., French Gulch Mines, Inc., Diamond Dick Co., Eckart Patch Co., Little Lizzie Limited Liability Company, and Wire Patch Limited Liability Company.

20. "Settling Parties" shall mean the Buyers and the Sellers collectively.

21. "State" shall mean the State of Colorado, its departments, agencies and instrumentalities.

22. "Statement of Work" or "SOW" shall mean the statement of work for implementation of the Action Memorandum, set forth in Appendix 4 to this Consent Decree, and any modifications made thereto in accordance with this Consent Decree.

23. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

24. "VCUPs" shall mean Voluntary Cleanup Applications and Plans for the Jessie Mine and Mill Site and the IXL/Royal Tiger Site as approved by CDPHE on November 24, 2004, and October 27, 2004, respectively, copies of which are attached hereto in Appendix 5 to this Consent Decree.

25. "Wellington Oro Site" shall mean that portion of the Property that comprises the Wellington Oro Mine, associated underground workings and other facilities thereon, and releases and discharges from the Wellington Oro Mine, adits, workings, waste rock dumps and tailings, approximately 2.2 miles upstream or east from the confluence of French Creek with the Blue River, and downstream areas of French Creek and the Blue River affected by zinc and cadmium contamination, the surface location of which is depicted generally on the map attached hereto in Appendix 1 to this Consent Decree.

26. The "Wellington Oro Work" shall mean all activities Buyers are required to perform to implement the Action Memorandum as set forth in the Statement of Work.

III. STATEMENT OF FACTS

27. This Consent Decree addresses approximately 168 patented mining claim parcels comprising approximately 1,786 acres of land located within an area known as the Golden Horseshoe, just east of the Town of Breckenridge in unincorporated Summit County, and includes, among other areas, the Wellington Oro Site, the Jessie Mine and Mill Site, and the IXL/Royal Tiger Site.

28. Extensive placer and underground lode mining occurred throughout the Golden Horseshoe beginning in the late 1850s and continuing at times until the 1960s. Floating dredge boats were used to placer mine the valley floor for gold. Lode mining was concentrated on the steep valley sides where lead, zinc, silver sulfide and gold ores were extracted through an extensive network of adits and tunnels.

29. The Wellington Oro Site was the largest mining operation in the valley. Its underground workings consist of over twelve miles of tunnels, adits, drifts, stopes and crosscuts, approximately half of which are below the elevation of the groundwater table.

30. EPA and CDPHE began evaluating the Wellington Oro Site in the late 1980s under Section 319 of the Clean Water Act and conducted investigations to determine the nature and extent of contamination. In 1995, EPA continued the Wellington Oro Site investigations under the CERCLA program. In 1998, the Sellers completed an Engineering Evaluation/Cost Analysis ("EE/CA") for the Wellington Oro Site that focused primarily upon surface wastes containing elevated levels of lead and arsenic. On September 23, 1998, EPA issued an action

memorandum that provided for the consolidation and capping of roaster fines, mill tailings and waste rock (the "Capping Action Memorandum"). The Sellers performed this work under an administrative order issued by EPA, which work was completed in 1999. In 2002, EPA and the Sellers completed a second EE/CA that focused primarily upon the impact of metals being released from the Wellington Oro Site on the water quality in French Creek and the Blue River. The second EE/CA concluded that the underground workings of the Wellington Oro mine constitute the largest source of metals loading to ground and surface water and that a natural seep, referred to as FG-6C, is the primary conduit of mine pool water into French Creek. Zinc and cadmium were identified as the primary contaminants of concern. In May 2002, EPA completed an Ecological Risk Assessment ("Assessment") for the Wellington Oro Site. EPA issued the Action Memorandum, a copy of which is attached hereto in Appendix 3, to address water quality issues at the Wellington Oro Site on November 24, 2002. The Action Memorandum was amended by Addendum #1 on November 30, 2004. The Action Memorandum and Addendum #1 are referred to collectively herein as the "Action Memorandum." The non-time critical response action set forth in the Action Memorandum is referred to herein as the "Water Quality Action." The Water Quality Action provides for the collection and treatment of water at seep FG-6C. The Water Quality Action has not yet been implemented.

31. CDPHE, in cooperation with EPA, conducted an investigation of the Jessie Mine and Mill Site. In March 2003, CDPHE issued a Targeted Brownfields Assessment and EE/CA ("Brownfields Analysis") for the Jessie Mine and Mill Site. CDPHE characterized the nature and extent of contamination and identified the following removal action objectives: stabilization

of waste rock piles and prevention of direct contact of such materials with Gold Run Gulch; isolation of contaminant sources through capping or institutional controls; decontamination, stabilization, and preservation of the mill structure; and re-routing and restoring Gold Run Gulch to prevent leaching and metals loading. CDPHE also identified a number of removal action alternatives for the Jessie Mine and Mill Site and evaluated them for effectiveness, implementability, and costs associated with each alternative. The Brownfields Analysis also included a Streamlined Ecological Risk Assessment for the Jessie Mine and Mill Site. On September 21, 2004, the Buyers submitted a Voluntary Cleanup Application to CDPHE, which was amended on November 17, 2004, and approved on November 24, 2004, and provides for mitigation of observed environmental impacts at the Jessie Mine and Mill Site under the Colorado Voluntary Clean-up and Redevelopment Act, C.R.S. §§ 25-16-301 *et seq.*, through the following general actions:

a. Rerouting of Gold Run Gulch away from the base of the waste rock piles;

b. On-site stabilization of contaminants at the mill structure;

c. Shaft closure;

d. Draining up-gradient ponds to reduce potential for saturation of waste rock; and

e. Institutional controls to minimize contact with waste rock.

The VCUP Application for the Jessie Mine and Mill Site as approved by CDPHE is attached hereto in Appendix 5.

32. CDPHE, in cooperation with EPA, conducted an investigation of the IXL/Royal Tiger Site. In August 2002, CDPHE issued a Targeted Brownfields Assessment and EE/CA for

the IXL/Royal Tiger Site. CDPHE characterized the nature and extent of contamination and identified the following removal action objectives: stabilization of waste rock piles and prevention of direct contact of such materials with a side channel of the Swan River; isolation of tailings through capping; and prevention of further erosion of streamside tailings by erection of a barrier to prevent direct stream contact. CDPHE also identified a number of removal action alternatives for the IXL/ Royal Tiger Site and evaluated them for effectiveness, implementability, and costs associated with each alternative. The Brownfields Analysis also included a Streamlined Ecological Risk Assessment for the IXL/Royal Tiger Site. On September 9, 2004, the Buyers submitted a Voluntary Cleanup Application to CDPHE, which was amended on October 15, 2004, and approved on October 27, 2004, and provides for mitigation of observed environmental impacts at the IXL/Royal Tiger Site under the Colorado Voluntary Clean-up and Redevelopment Act, C.R.S. §§ 25-16-301 *et seq.*, through the following general actions:

a. Improving and lining the diversion of adit flow around fine-grained tailings;

b. Diverting Swan River surface flows to the main north channel;

c. Improving the tailings cover below the former mill area;

d. Covering streamside tailings in place; and

e. Institutional controls to minimize contact with waste rock.

The VCUP Application for the IXL/Royal Tiger as approved by CDPHE is attached hereto in Appendix 5.

33. On or about November 20, 2001, Summit County and the Town of Breckenridge entered into a Purchase and Sale Agreement with the Sellers to purchase the Property as part of

Buyers' open space programs. The Purchase and Sale Agreement was approved by the Board of County Commissioners and the Town Council in December 2001. In 1993 and again in 1999, a property tax mill levy was approved by County voters to fund the acquisition of important open space within Summit County. In 1997, the Town of Breckenridge established a special fund, known as the "Town of Breckenridge Open Space Fund," to use solely for the purpose of funding the Town of Breckenridge's "Open Space Plan." The Town of Breckenridge's Open Space Fund is funded from one-half of one percent of the Town of Breckenridge's sales tax revenues. In 1998, the Summit County Open Space Advisory Council and the Town of Breckenridge Open Space Advisory Commission recommended that Summit County and the Town of Breckenridge work jointly to protect the Property as open space. The Property is the largest privately-owned, undeveloped property in the Upper Blue River Basin, rich in natural resources, recreation opportunities, and prized views and landscapes, and important to maintaining the back-country character of the area.

34. The B&B Mines, Inc., ("B&B Mines") is a Colorado corporation, formed in 1943 by creditors of two bankrupt companies, The Royal Tigers Mine Company and The Tiger Placers Company. Each creditor received one share of stock in B&B Mines for each dollar of debt which was owed for a total of 268,494 shares. In 1944, the assets of the bankrupt companies, including the Property, were transferred to B&B Mines in satisfaction of the debt. Shortly thereafter, B&B Mines began liquidating assets. From time to time, B&B Mines leased portions of the Property and over the years received royalty payments for mineral exploration and development.

35. There are currently more than 261,000 outstanding shares of stock of B&B Mines held by approximately 150 shareholders. The largest shareholder is the Estate of John B. Traylor.

36. In the 1970s, B&B Mines formed French Gulch Mines, Inc., ("French Gulch"), a Colorado corporation, giving one share of stock in the new company for each share of stock held in B&B Mines and transferring portions of the Property to French Gulch in a tax-free reorganization. In August 1993, in order to facilitate potential development, B&B Mines and French Gulch restructured their holdings. B&B Mines formed Diamond Dick Co. ("Diamond Dick"), a Colorado corporation, and Wire Patch Limited Liability Company ("Wire Patch"), a limited liability company under Colorado law. French Gulch formed Little Lizzie Limited Liability Company ("Little Lizzie"), a limited liability company under Colorado law, and Eckart Patch Co. ("Eckart Patch"), a Colorado corporation, and portions of the Property were conveyed by B&B Mines and French Gulch to these other entities.

37. Under the terms of the Purchase and Sale Agreement, the Sellers have agreed to sell the Property to Buyers. The Purchase and Sale Agreement addresses the rights and obligations as between the Buyers and Sellers for implementing the Action Memorandum and the VCUPs. Closing is conditioned in part upon the Sellers and Buyers reaching agreements with the United States and the State regarding the potential environmental liability that is addressed in this Agreement. Nothing in this Agreement is intended to alter or modify the respective rights or obligations of the Buyers and Sellers pursuant to the Purchase and Sale Agreement.

38. After the sale of the Property and performance of their obligations under this Agreement, Sellers intend to liquidate, distribute all remaining assets to shareholders and members, and dissolve pursuant to Colorado law.

39. The Buyers represent, and for the purposes of this Agreement EPA and CDPHE rely upon those representations, that Buyers' involvement with the Property has been limited to performing the following environmental studies and actions:

a. Abandoned Mine Inventory of B&B Mines Property dated September 7, 2004, prepared for Summit County Open Space and Trails Department and Town of Breckenridge Open Space and Trails;

b. Site assessment to submit Voluntary Cleanup Plan Application IXL/Royal Tiger Mine and Mill Site, Summit County, Colorado;

c. Site assessment to submit Voluntary Cleanup Plan Application Jessie Mine and Mill Site, Summit County, Colorado;

d. Intermittent monitoring of discharge from FG6C from March 22, 2002 through July 26, 2004;

e. Environmental Assessment of the Star Placer MS#2846, Cecil Lode MS#2846, and Arthur Nall Lode MS#2846, Summit County, Colorado;

f. Environmental Assessment of the Lincoln Lode MS#15356, Grant Lode MS #15356, Hayes Lode MS#15356, Garfield Lode MS #15356, Blaine Lode MS#15356, Arthur Lode MS#15356, Harrison Lode MS#15356, Cleveland Lode MS#15356, Morton Lode MS#15356, McKinley Lode MS#15356, and the Bryan Lode MS#15356, Summit County, Colorado;

g. Studies, reports, analyses and/or data prepared in the exercise of Summit County's land use authority on the Property, including but not limited to providing written comments on reclamation permit applications;

h. Studies, reports, analyses and/or data prepared by or for the French Gulch Remediation Opportunities Group;

i. Written comments on Wellington Oro Site EE/CAs;

j. Site visits and staff input into Targeted Brownfields Assessment: Engineering Evaluation and Cost Analysis, Jessie Mine and Mill Site, Summit County, Colorado;

k. Site visits and staff input into Targeted Brownfields Assessment: Engineering Evaluation and Cost Analysis, IXL/Royal Tiger Mine and Mill Site, Summit County, Colorado;

l. Review of the Capping Action Memorandum and the Action Memorandum;

m. Review and analysis of response action alternatives;

n. Review of the Wellington Oro Site Administrative Record and the documents contained therein; and

o. Demolition of shacks and structures.

40. The Natural Resource Trustees for the Property on behalf of the State are the Executive Director of the Colorado Department of Public Health and Environment or his designee, the Executive Director of the Colorado Department of Natural Resources or his designee, and the Colorado Attorney General or his designee. The Natural Resource Trustees for

the Property on behalf of the United States are the appropriate representatives of the Secretary of the United States Department of the Interior (United States Fish and Wildlife Service).

41. The purpose of this Consent Decree is to settle and resolve the Sellers' civil liability under Sections 106, 107 and 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, and 9613, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* and the Colorado Water Quality Control Act, C.R.S. §§ 25-8-101 *et seq.* with regard to Existing Contamination discharging from the Wellington Oro Site, the Jessie Mine and Mill Site, and the IXL/Royal Tiger Site and the potential liability of the Buyers under Sections 106, 107 and 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, and 9613, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* and the Colorado Water Quality Control Act, C.R.S. §§ 25-8-101 *et seq.* with regard to Existing Contamination discharging at or from portions of the Property which might otherwise result from Buyers becoming owners of the Property, subject to the reservations and limitations set forth in Sections XIII and XVIII. The Parties agree to undertake all actions required by the terms and conditions of this Agreement.

42. Summit County and the Town of Breckenridge have entered into this Agreement voluntarily and in the public interest for the purpose of performing the work described herein and to provide the public and the environment with the substantial benefit of open space that will be provided pursuant to this Agreement and the laws, regulations, and ordinances of Summit County and the Town of Breckenridge.

43. The Parties recognize, and the Court by entering this Consent Decree finds, that this Agreement has been negotiated by the Parties in good faith, that implementation of this Agreement will expedite the cleanup of the Wellington Oro Site, the Jessie Mine and Mill Site

and the IXL/Royal Tiger Site, that its entry will avoid prolonged and complicated litigation, and that this Agreement is fair, reasonable, and in the public interest. The Parties agree that entry into this Agreement by the Settling Parties, and the actions undertaken in accordance with this Agreement, does not constitute an admission of any liability by any of the Settling Parties, and that the Settling Parties deny any alleged liability.

IV. DUE CARE/COOPERATION

44. The Buyers shall exercise due care at the Property with respect to the Existing Contamination and shall comply with all applicable local, State of Colorado, and federal laws and regulations. The Buyers agree to cooperate fully with EPA and CDPHE and to implement response actions at the Wellington Oro Site and voluntary cleanup actions at the Jessie Mine and Mill and IXL/Royal Tiger Sites as required by this Agreement. In the event the Buyers become aware of any action or occurrence which causes or threatens a release of a hazardous substance or a pollutant or contaminant at or from the Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Buyers shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA and CDPHE of such release or threatened release. Nothing in this Agreement is intended to constitute a waiver of the provisions of Sections 107(d), 121(e) or 123 of CERCLA, 42 U.S.C. §§ 9607(d), 9621(e) and 9623.

V. WORK TO BE PERFORMED AT THE WELLINGTON ORO SITE

45. To address Existing Contamination at the Wellington Oro Site, the Buyers shall perform the actions necessary to implement the Action Memorandum ("Wellington Oro Work") in accordance with the Statement of Work ("SOW"), a copy of which is attached hereto and incorporated herein as Appendix 4. The actions to be implemented shall comply with applicable or relevant and appropriate requirements ("ARARs") identified in the Action Memorandum, are described in greater detail in the SOW and generally include the following:

a. Collection of water discharging at seep FG-6C, the primary source of acid mine drainage from the Wellington Oro Mine;

b. Construction of a water treatment plant where water from seep FG-6C will be pumped and treated to neutralize the acidity of the water and remove zinc and cadmium;

c. Discharge of treated water into infiltration galleries;

d. Collection and disposal of metal sludges;

e. If it is determined that the existing structure is inadequate to prevent upstream migration of non-native fish to reaches of French Creek inhabited by native aquatic species, including the Colorado River cutthroat trout population upstream of the Wellington Oro Site in French Creek, construction and long term maintenance of a drop structure or other appropriate physical barrier in French Creek that prevents such migration; and

f. Operation of the water treatment system for twenty-four (24) hours a day, seven (7) days a week, until water discharging from seep FG-6C no longer presents or will present an unacceptable risk to the environment as determined by EPA and CDPHE.

46. Designation of Contractor, Project Coordinators, and On-Scene Coordinator.

a. All work performed by Buyers under this Agreement shall be under the direction and supervision of qualified personnel. Buyers shall retain one or more contractors to perform the Wellington Oro Work and shall notify EPA and CDPHE of the name(s) and qualifications of such contractor(s) within twenty (20) days prior to commencement of the Wellington Oro Work. The Buyers shall also notify EPA and CDPHE of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Wellington Oro Work at least ten (10) days prior to commencement of such work. Any proposed contractor or subcontractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-5)" (EPA/240/B0-1/002), or equivalent documentation as required by EPA. EPA in consultation with CDPHE retains the right to

disapprove of any or all of the contractors and/or subcontractors retained by Buyers. If EPA disapproves of a selected contractor, Buyers shall retain a different contractor and shall notify EPA and CDPHE of that contractor's name and qualifications within thirty (30) days of EPA's disapproval.

b. The Buyers designate Gary Roberts, Water Systems Manager, Town of Breckenridge, as the Project Coordinator who shall be responsible for administration of all actions by the Buyers required by this Agreement. To the greatest extent possible, the Project Coordinator shall be present on the Wellington Oro Site or readily available during the Wellington Oro Work.

c. EPA has designated Victor Ketellapper of the Office of Ecosystems Protection and Remediation, Region 8, as its On-Scene Coordinator ("OSC") and CDPHE has designated Kevin Mackey of the Hazardous Materials and Waste Management Division, Remedial Program Section, as CDPHE's Project Officer. Except as otherwise provided in this Agreement or at the direction of the OSC, Buyers shall direct all submissions required by this Agreement with respect to the Wellington Oro Site to the OSC at 999-18th Street, Suite 300, Mail Code 8EPR SR, Denver, Colorado 80202 and to the CDPHE Project Officer, 4200 Cherry Creek Drive South, Denver, Colorado 80246-1530.

d. EPA, CDPHE, and Buyers shall have the right, subject to Paragraph 46(a), to change their respective designated OSC or Project Officer. Buyers shall notify EPA and CDPHE ten (10) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

47. Compliance with Other Laws. Buyers shall perform all actions at the Wellington Oro Site required pursuant to this Agreement in accordance with all applicable local, State of Colorado, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation and after providing CDPHE an opportunity for meaningful involvement, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws identified as of the date of the Action Memorandum in the Action Memorandum.

48. Authority of On-Scene Coordinator. The OSC shall be responsible for overseeing Buyers' implementation of the Action Memorandum. The OSC shall have the authority vested in an OSC by the NCP. Absence of the OSC from the Wellington Oro Site shall not be cause for stoppage of work unless specifically directed by the OSC.

49. Force Majeure.

a. Buyers agree to perform the Wellington Oro Work within the time limits established under the Statement of Work unless the performance is

delayed by a *force majeure*. For purposes of this Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Buyers, or of any entity controlled by Buyers, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Agreement despite Buyers' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Wellington Oro Work, or increased cost of performance.

b. If any event occurs or has occurred that may delay the performance of any obligation under this Agreement, whether or not caused by a *force majeure* event, Buyers shall notify EPA and CDPHE orally within five (5) days of when Buyers first knew that the event might cause a delay. Within ten (10) days thereafter, Buyers shall provide to EPA and CDPHE in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Buyers' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Buyers, such event may cause or contribute to an endangerment to public health or welfare or the environment. Failure to comply with the above requirements shall preclude Buyers from asserting any claim of *force*

majeure for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

c. If EPA in consultation with CDPHE agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Agreement that are affected by the *force majeure* event will be extended for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA in consultation with CDPHE does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Buyers in writing of its decision. If EPA in consultation with CDPHE agrees that the delay is attributable to a *force majeure* event, EPA will notify the Buyers in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

50. Stipulated Penalties.

a. Buyers shall be liable to EPA for stipulated penalties for failure to perform the Wellington Oro Work in accordance with this Agreement as specified in Paragraph 50(b), unless excused under Paragraph 49 (*Force Majeure*). "Compliance" by Buyers for purposes of this Paragraph shall include completion of the activities specified in Paragraph 50(b) below under the SOW, or any work plan or other plan approved under the SOW identified

below in accordance with all applicable requirements of law, the SOW, and any plans or other documents approved by EPA or CDPHE pursuant to this Agreement and within the specified time schedules established by and approved under this Agreement. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 50(b):

Penalty Per Violation Per Day	Period of Noncompliance
$25	1st through 14th day
$50	15th through 30th day
$100	31st day and beyond

b. Compliance Milestones:

Submission of the draft work plan
Submission of preliminary design
Submission of final design
Submission of operation and maintenance plan
Submission of final report

c. Buyers shall also be liable to EPA for stipulated penalties for discharges from the water treatment plant to be constructed as part of the Wellington Oro Work in accordance with the SOW that fail to meet thirty-day average effluent limitations for cadmium and zinc as set forth in the SOW, unless excused under Paragraph 49 (*Force Majeure*). The following stipulated penalties shall accrue per violation per day for discharges that exceed the effluent limitations:

Penalty Per Violation Per Day	Period of Noncompliance
$100	1st through 14th day
$ 200	15th through 30th day
$ 500	31st day and beyond

d. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity.

e. All penalties accruing under Paragraph 50(a) or (c) shall be due and payable to EPA within 30 days of Buyers' receipt from EPA of a demand for payment of the penalties, unless Buyers invoke the dispute resolution procedures under Paragraph 58. All payments to EPA shall be paid by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the Party making payment and EPA Site/Spill ID number 08-5F. Buyers shall send the check(s) to:

Regular Mail: Mellon Bank
EPA Region 8
Attn: Superfund Accounting
Lockbox 360859
Pittsburgh, Pennsylvania 15251-6859

Express Mail: Mellon Bank
EPA 360859
Mellon Client Service Center, Room 154-670
500 Ross Street
Pittsburgh, Pennsylvania 15262-0001

or other such address as EPA may designate in writing or by wire transfer to:

ABA=021030004
TREAS NYC/CTR/
BNF=/AC-68011008

Wire transfers must be sent to the Federal Reserve Bank in New York.

f. At the time of payment, Buyers shall send notice that the payment has been made to:

John Works
EPA Enforcement Specialist
U.S. EPA Region 8
Suite 300 (8ENF-T)
999-18th Street
Denver, CO 80202-2466

and

Kevin Mackey
State Project Officer
Colorado Department of Public Health and Environment
Hazardous Materials and Waste Management Division
Remedial Programs Section
4200 Cherry Creek Drive South
Denver, Colorado 80246-1530.

g. The payment of penalties shall not alter in any way Buyers' obligation to complete performance of the work required under this Agreement.

h. Penalties shall continue to accrue during any dispute resolution period but need not be paid until thirty (30) days after the dispute is resolved as provided in Paragraph 58 (Dispute Resolution).

i. If Buyers fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Buyers shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 50(e).

j. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Sellers' violation of

this Decree. Notwithstanding any other provision of this Paragraph, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Agreement.

51. Payment of Future Response Costs.

a. Within thirty (30) days of the Effective Date, Buyers and Sellers shall each pay to EPA $100,000 for a total of $200,000 in payment and full satisfaction of Future Response Costs, to be deposited by EPA in the Wellington Oro Site Future Response Costs Special Account ("Special Account"), within the EPA Hazardous Substance Superfund. These funds will be retained and used by EPA to conduct or finance future response actions at or in connection with the Wellington Oro Site. Payment shall be made by a certified or cashier's check made payable to "EPA Hazardous Substance Superfund," referencing the Wellington Oro Site Future Response Costs Special Account, the name and address of the Party making payment and EPA Site/Spill ID number 08-5F, and sent to:

Regular Mail: Mellon Bank
EPA Region 8
Attn: Superfund Accounting
Lockbox 360859
Pittsburgh, Pennsylvania 15251-6859

Express Mail: Mellon Bank
EPA 360859
Mellon Client Service Center, Room 154-670
500 Ross Street
Pittsburgh, Pennsylvania 15262-0001

or other such address as EPA may designate in writing or by wire transfer to:

ABA=021030004
TREAS NYC/CTR/
BNF=/AC-68011008

Wire transfers must be sent to the Federal Reserve Bank in New York.

b. At the time of payment, Buyers and Sellers shall each send notice that their payment has been made to:

John Works
EPA Enforcement Specialist
U.S. EPA Region 8
Suite 300 (8ENF-T)
999-18th Street
Denver, CO 80202-2466

And

Kevin Mackey
State Project Officer
Colorado Department of Public Health and Environment
Hazardous Materials and Waste Management Division
Remedial Programs Section
4200 Cherry Creek Drive South
Denver, Colorado 80246-1530.

52. Indemnification.

a. Except to the extent prohibited by the authority conferred by the State Constitution, Buyers shall indemnify, save and hold harmless the United States, the State, their elected officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Buyers, their elected officials, directors, employees, agents,

contractors, or subcontractors, in carrying out actions pursuant to the Agreement. In addition, Buyers agree to pay the United States and the State all costs incurred by the United States or the State, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States or the State based on negligent or other wrongful acts or omissions of Buyers, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Agreement. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Buyers in carrying out activities pursuant to this Agreement. Neither Buyers nor any such contractor shall be considered an agent of the United States or the State. The United States and the State shall give Buyers notice of any claim for which the United States or the State plans to seek indemnification pursuant to this Paragraph and shall consult with Buyers prior to settling such claim.

b. Buyers waive all claims against the United States and the State for damages or reimbursement or for set-off of any payments made or to be made to the United State or the State arising from or on account of any contract, agreement, or arrangement between any one or more of Buyers and any person for performance of the Wellington Oro Work on or relating to the Property, including, but not limited to, claims on account of

construction delays. In addition, except to the extent prohibited by the authority conferred by the State Constitution, Buyers shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Buyers and any person for performance of the Wellington Oro Work on or relating to the Wellington Oro Site, including, but not limited to, claims on account of construction delays.

53. Insurance. At least seven (7) days prior to commencing any work on the Wellington Oro Site under this Agreement, Buyers shall secure, and shall maintain for the duration of the Wellington Oro Work, comprehensive general liability insurance and automobile insurance with limits of one (1) million dollars, combined single limit or provide adequate assurances of comparable self-insurance. Within the same time period, Buyers shall provide EPA and CDPHE with certificates of such insurance and a copy of each insurance policy or documentation of self-insurance. In addition, for the duration of the performance of the Wellington Oro Work, Buyers shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Wellington Oro Work on behalf of Buyers in furtherance of this Agreement. If Buyers demonstrate by evidence satisfactory to EPA after consultation with CDPHE that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an

equal or lesser amount, then Buyers need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

54. Notice of Completion of Wellington Oro Work. When EPA, in consultation with CDPHE, determines, after review of the Final Report as set forth in the Statement of Work, that the Wellington Oro Work has been fully performed in accordance with this Agreement with the exception of any continuing obligations required by this Agreement, including post-removal site controls, operation and maintenance, sampling and monitoring, record retention, etc., EPA will provide written notice to Buyers. If EPA, in consultation with CDPHE, determines that any such work has not been completed in accordance with this Agreement, EPA will notify Buyers and provide a list of the deficiencies. Buyers shall correct the deficiencies and submit a modified Final Report in accordance with the EPA notice.

VI. WORK TO BE PERFORMED AT THE JESSIE MINE AND MILL SITE AND THE IXL/ROYAL TIGER SITE

55. To address contamination at the Jessie Mine and Mill Site, the Buyers shall perform all actions necessary to implement the approved Voluntary Cleanup Plan attached hereto in Appendix 5 for this site.

56. To address contamination at the IXL/Royal Tiger Site, the Buyers shall perform all actions necessary to implement the approved Voluntary Cleanup Plan attached hereto in Appendix 5 for this site.

57. Before Buyers commence a continuous program of physical on-site work pursuant to the approved VCUPs, they shall provide public notice of the approved VCUPs in a local news publication, a copy of which notice shall be provided to EPA. Buyers shall timely provide EPA with a copy of all substantive correspondence with CDPHE related to the VCUPs, including

without limitation, any Certificate of Completion and any Application for No Further Action after completion of the VCUPs. Before submitting any Certificate of Completion to CDPHE, Buyers shall provide EPA with a draft of the Certificate and an opportunity to comment for a period of fifteen (15) days from receipt.

VII. DISPUTE RESOLUTION

58. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Agreement. The Parties to any dispute shall attempt to resolve any disagreements concerning this Consent Decree expeditiously and informally. If a Settling Party objects to any EPA or CDPHE action taken pursuant to this Consent Decree, the objecting Settling Party shall notify as appropriate EPA or CDPHE in writing of its objection within ten (10) days of such action, unless the objection has been resolved informally. EPA or CDPHE, as appropriate, and the objecting Settling Party shall have thirty (30) days from receipt of the written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA or CDPHE, as appropriate. Subject to the provisions of Section XXVIII (Modification), any agreement reached pursuant to this Section shall be in writing and shall, upon signature of the appropriate Parties, be incorporated into and become an enforceable part of this Agreement. If EPA and an objecting Settling Party are unable to reach an agreement within the Negotiation Period, the Regional Administrator for EPA Region 8 will issue a written decision on the dispute. EPA's decision shall be incorporated into and become an enforceable part of this Agreement unless within ten (10) days of receipt of the decision, the objecting Settling Party files with the Court and

serves on the appropriate Parties a motion for judicial review of the decision. If CDPHE and an objecting Settling Party are unable to reach an agreement within the Negotiation Period, the Division Director for the CDPHE Hazardous Materials and Waste Management Division will issue a written decision on the dispute. CDPHE's decision shall be incorporated into and become an enforceable part of this Agreement unless within ten (10) days of receipt of the decision, the objecting Settling Party files with the Court and serves on the appropriate Parties a motion for judicial review of the decision. The obligations of the objecting Settling Party under this Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, the objecting Settling Party shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached, or with EPA or the State's decision, or with the Court's decision, whichever occurs.

VIII. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

59. Commencing upon the date that they acquire title to any portion of the Property, Buyers agree to provide to EPA and CDPHE, their authorized officers, employees, and representatives, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Property, to the extent access to such other property is controlled by the Buyers, for the purposes of overseeing response actions at the Property under federal and state law. EPA and CDPHE agree to provide reasonable notice to the Buyers of the timing of any visits to the Property. Notwithstanding any provision of this Agreement, EPA and CDPHE retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, the

Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, and any other applicable statute or regulation, including any amendments thereto.

IX. FINANCIAL ASSURANCE

60. Not more than thirty (30) days after the date that Buyers enter into a contract or contracts for the performance of all or a portion of the Wellington Oro Work, Buyers and/or their contractors shall establish and maintain financial security in the amount of $2,146,000 in the form of a surety or performance bond guaranteeing performance of all or a portion of the Wellington Oro Work covered by such contract and required to be performed by Buyers under this Agreement.

61. Not more than thirty (30) days after the Effective Date, Buyers shall deposit $100,000 in an interest-bearing escrow account to be established at a Colorado bank or title company that will be directed under a separate escrow agreement acceptable to EPA. The escrow agreement shall provide that in the event that water quality standards in Segment 2a of the Blue River are not achieved on a sustainable basis within five (5) years after the water treatment plant at the Wellington Oro Site is constructed and becomes operational, EPA, in consultation with the State, may withdraw all funds in the escrow account including interest and deposit such funds in the Wellington Oro Site Special Account to conduct or finance additional response actions at the Wellington Oro Site. The Escrow Agreement shall further provide that in the event that water quality standards in Segment 2a of the Blue River are achieved on a sustainable basis, the funds in the escrow account, including interest, shall be disbursed to the Buyers.

62. Buyers may change the form of financial assurance provided under this Section at any time, upon notice to and approval by EPA, provided that the new form of assurance meets the requirements of this Section.

X. OPEN SPACE AND LAND USE PLANNING

63. Participation in Development of Open Space Management Plan.

a. The Property possesses natural resources and certain environmentally sensitive areas, wildlife habitat, and scenic and recreational lands ("Conservation Values"). Future planning for the Property by the Buyers relating to open space management, natural resource restoration and Conservation Values shall include participants from DOI and the Colorado Department of Natural Resources in accordance with the Memorandum of Understanding (MOU) attached hereto as Appendix 6.

b. Not more than thirty (30) days after the Effective Date of this Agreement, Buyers shall pay to DOI $50,000 and Sellers shall pay $150,000 to DOI to fund its activities under the MOU. Payments shall be made by FedWire Electronic Transfer (EFT) to the DOI Restoration Fund ALC at the Federal Reserve Bank, New York, NY, referencing ABA No. _____, DOJ Case No. _____, and the Wellington Oro/French Gulch Site, Breckenridge, Colorado. Payment shall be made in accordance with additional specific instructions provided to the Settling Parties by the NRDAR Fund Accountant, DOI, telephone number (303) 969-7170

following lodging of this Consent Decree. Any payments received by DOI after 4:00 p.m. Eastern time will be credited on the next business day.

c. At the time of payment to DOI, Settling Parties shall send notice that such payment has been made to DOI and DOJ in accordance with Section XXIII (Notices and Submissions) and to:

Department of Interior
Natural Resource Damage Assessment
and Restoration Program
Attn: Restoration Manager
1849 C Street, NW
Mailstop 4449
Washington, D.C. 20240

And:

Kevin Mackey
State Project Officer
Colorado Department of Public Health and Environment
Hazardous Materials and Waste Management Division
Remedial Programs Section
4200 Cherry Creek Drive South
Denver, Colorado 80246-1530.

The notice shall reference DOJ Case No. _____, the Wellington Oro/French Gulch Site and the name of the Party making the payment.

64. Buyers agree that they shall maintain, use, or otherwise hold the Property (except for the Easement Property, which is addressed below) in "Public Open Space" in perpetuity. For the purposes of this Agreement, "Public Open Space" shall mean land that is left in predominantly an undeveloped state and which provides for one or more of the following community benefits as determined by Buyers: (i) extensions to existing undeveloped open space lands; (ii) buffers to developed areas; (iii) view corridors; (iv) access to trails, trailheads, water

bodies or National Forest area; (v) passive recreation uses; (vi) active recreation uses, including but not limited to, recreational trails, consistent with the open space character of the Property under the Town of Breckenridge's and Summit County's Open Space Plans and determined in accordance with the Town of Breckenridge's and Summit County's public processes; (vii) unique ecological habitats; and (viii) historical sites. The term "Public Open Space" shall include those uses provided from time to time: (i) in the "Town of Breckenridge Open Space Plan" as adopted and amended from time to time by the Town Council of the Town of Breckenridge pursuant to Section 3-5-2 of the Breckenridge Town Code or any successor ordinance; and (ii) in the "Summit County Open Space Protection Plan," or its equivalent, as adopted and amended from time to time by the Board of County Commissioners of Summit County. The term "Public Open Space" shall exclude the following: golf course (this exclusion does not apply to Frisbee golf), swimming pool, or a substantial recreation center building (*i.e.*, over 10,000 square feet). No recreation center building may be constructed or maintained on the Easement Property. Buyers agree that they shall maintain and manage the Easement Property consistent with the terms of the conservation easement to be held by the Continental Divide Land Trust. Such conservation easement shall be in form and substance substantially similar to that attached hereto as Appendix 9.

65. In order to assure that the Property (except for the Easement Property, which is addressed below) will be maintained, used, or otherwise held as Public Open Space in perpetuity, the Buyers shall execute and, within thirty (30) days of the Effective Date, record in the real property records of the Clerk and Recorder of Summit County, Colorado, the Restrictive Covenant, a copy of which is attached hereto as Appendix 7. Buyers shall also, within sixty (60)

days of the Effective Date, execute and grant to CDPHE, environmental covenants as provided in Sections 25-15-317 to 327 C.R.S. for the Wellington Oro, IXL/Royal Tiger and Jessie Mine and Mill Sites, in form and substance substantially identical to those attached hereto in Appendix 8. Buyers shall also within 90 days of the Effective Date, execute and record a conservation easement, in form and substance substantially similar to that attached hereto as Appendix 9, on the Easement Property. Buyers shall also provide to DOI, EPA and the State a copy of the conservation easement granted to the Continental Divide Land Trust for the Cobb and Ebert MS #340 within thirty (30) days after such conservation easement has been executed and recorded.

XI. BUYERS' CERTIFICATION

66. By entering into this Agreement, each Buyer certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA and CDPHE all information known to such Buyer which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances or pollutants or contaminants at or from the Property and to its qualification for this Agreement. Each Buyer also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Property. Subject to the dispute resolution provisions of Paragraph 58, if the United States or the State determines that information provided by Buyers is not materially accurate and complete, the Agreement, within the sole discretion of the United States or the State, shall be null and void as to Buyers and the United States and the State reserve all rights they may have.

XII. COVENANTS NOT TO SUE TO BUYERS

67. Covenants Not to Sue to Buyers.

a. Subject to the Reservation of Rights in Section XIII of this Agreement, and upon completion of the work specified in Section V (Work to be Performed at Wellington Oro Site), Section VI (Work to be Performed at the Jessie Mine and Mill Site and IXL/Royal Tiger Site), and Section X (Open Space and Land Use Planning), the United States and the State covenant not to sue or take any other civil, judicial or administrative action against Buyers, and their elected officials, representatives or employees to the extent such officials, representatives, or employees' liability arises solely from their status as officials, representatives, or employees, for any and all civil liability for injunctive relief, reimbursement of response costs, and/or contribution pursuant to Sections 106, 107, and/or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607 and/or 9613, with respect to the Existing Contamination associated with the Property. Subject to the Reservation of Rights in Section XIII of this Agreement, and upon completion of the work specified in Section V (Work to be Performed at Wellington Oro Site), Section VI (Work to be Performed at the Jessie Mine and Mill Site and IXL/ Royal Tiger Site), and Section X (Open Space and Land Use Planning), the United States further covenants not to sue or take any other civil, judicial or administrative action against Buyers, their elected officials,

representatives, or employees, for any and all civil liability for injunctive relief and/or civil penalties pursuant to Sections 309(a), (b), (d), and/or (g), and/or 311 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1319 (a), (b), (d), and/or (g), and/or 1321, with respect to Existing Contamination discharging at or from the Wellington Oro Site, the IXL/Royal Tiger Site and the Jessie Mine and Mill Site. Subject to the Reservation of Rights in Section XIII of this Agreement, and upon completion of the work specified in Section V (Work to be Performed at Wellington Oro Site), Section VI (Work to be Performed at the Jessie Mine and Mill Site and IXL/Royal Tiger Site), and Section X (Open Space and Land Use Planning), the State further covenants not to sue or take any other civil, judicial or administrative action against Buyers, their elected officials, representatives, or employees, for any and all civil liability for injunctive relief and/or penalties pursuant to the Colorado Water Quality Control Act, C.R.S. §§ 25-8-101 *et seq.*, with respect to Existing Contamination discharging at or from the Property.

b. Covenants Not to Sue for Natural Resource Damages to Buyers. Except as specifically provided in Section XIII (Reservations of Rights as to Buyers), the United States and the State each covenant not to sue or to take any other civil, judicial, or administrative action against Buyers, their elected officials, representatives or employees to the extent such officials, representatives, or employees' liability arises solely from their status as

officials, representatives, or employees for recovery of natural resource damages under Section 107 of CERCLA, 42 U.S.C. § 9607, relating to releases of hazardous substances with respect to the Existing Contamination associated with the Property. This covenant not to sue shall be effective upon completion of the work specified in Section V (Work to be Performed at the Wellington Oro Site), Section VI (Work to be Performed at the Jessie Mine and Mill Site and IXL/Royal Tiger Site) and Section X (Open Space and Land Use Planning).

XIII. RESERVATION OF RIGHTS AS TO BUYERS

68. The United States' and the State's covenant not to sue set forth in Section XII above do not pertain to any matters other than those expressly specified in Section XII. The United States and the State each reserve and this Agreement is without prejudice to all rights against Buyers with respect to all other matters, including but not limited to, the following:

a. Claims based on a failure by Buyers to meet a requirement of this Agreement, including but not limited to Section IV (Due Care/Cooperation), Section V (Work to be Performed at the Wellington Oro Site), Section VI (Work to be Performed at the Jessie Mine and Mill Site and IXL/Royal Tiger Site), Section VIII (Access/Notice to Successors in Interest), and Section X (Open Space and Land Use Planning).

b. Any liability resulting from past or future releases of hazardous substances or pollutants or contaminants, at or from the Property caused or contributed to by Buyers, their successors, assignees, lessees or

sublessees, except as a result of Buyers performance of response actions in accordance with this Agreement, the SOW and/or the VCUPs;

c. Any liability resulting from exacerbation by Buyers, their successors, assignees, lessees or sublessees, of Existing Contamination except as a result of Buyers performance of response actions in accordance with this Agreement, the SOW and/or the VCUPs;

d. Any liability resulting from the release or threat of release of hazardous substances or pollutants or contaminants at the Property after the effective date of this Agreement, not within the definition of Existing Contamination;

e. Criminal liability;

f. Liability for violations of storm water requirements under the Colorado Water Quality Control Act or the Federal Water Pollution Control Act to the extent any such violations arise from activities conducted by Buyers after the effective date of this Consent Decree resulting in discharges to which storm water requirements would be applicable. Nothing in this subparagraph 68(f) shall be construed as a waiver of Section 121(e) of CERCLA, 42 U.S.C. § 9621(e); and

g. Liability for violations of local, State or federal law or regulations.

69. With respect to any claim or cause of action asserted by the United States or the State, the Buyers shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

70. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States or the State may have against any person, firm, corporation or other entity not a party to this Agreement.

71. Nothing in this Agreement is intended to limit the right of EPA or CDPHE to undertake future response or cleanup actions at the Property or to seek to compel parties other than the Settling Parties to perform or pay for response or cleanup actions at the Property. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA or CDPHE in exercising their authority under state or federal law. Buyers acknowledge that they are acquiring Property where response actions may be required.

XIV. BUYERS' TRANSFER OF COVENANT

72. Subject to the provisions in Section VIII (Access/Notice to Successors in Interest) and Section X (Open Space and Land Use Planning), all of the rights, benefits and obligations conferred upon Buyers under this Agreement may be assigned or transferred to any person with the prior written consent of EPA and CDPHE in their sole discretion, provided, however, that in the event that Buyers assign or transfer an interest in all or any portion of the Property to a quasi-governmental entity established to accomplish the objectives of this Consent Decree, Buyers shall promptly notify EPA and CDPHE of such transfer but need not obtain prior written approval.

73. Buyers agree to pay the reasonable costs incurred by EPA and CDPHE to review any subsequent requests for consent to assign or transfer the benefits and obligations conferred by this Agreement.

74. In the event of an assignment or transfer of any portion of the Property or an assignment or transfer of an interest in a portion of the Property, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and CDPHE and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to any assignment or transfer of any portion of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section XI of this Agreement and the land use provisions set forth in Section X of this Agreement in order for the Covenant Not to Sue in Section XII to be available to that party. The Covenant Not To Sue in Section XII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA and CDPHE. Further, if Buyers make any assignments or transfers without complying with the terms and conditions of this Section, Buyers shall pay into the State's natural resource damage fund an amount equal to the sales price received by Buyers on account of such transfer or assignment. The State in its discretion may waive all or a portion of any such payment required to be made by Buyers. The provisions of this Paragraph 74 do not apply to an assignment or transfer to a Settling Party.

XV. BUYERS' COVENANTS NOT TO SUE

75. In consideration of the Covenant Not To Sue in Section XII of this Agreement, the Buyers hereby covenant not to sue and not to assert any claims or causes of action against the

United States, the State, their authorized officers, employees, or representatives, and the Sellers and their directors, officers and employees with respect to the Property or this Agreement, including but not limited to:

a. any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, or 113, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law;

b. any claim against the United States, the State, or the Sellers, including any department, agency or instrumentality of the United States or the State or Sellers under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613, related to the Property; or

c. any claims arising out of response activities at or in connection with the Property, including claims based on EPA's or CDPHE's oversight of such activities or approval of plans for such activities, or claims under the United States Constitution, the Colorado Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law,

unless the United States or the State first asserts a claim against the Buyers relating to the Property and the claim arises out of the same transaction or occurrence.

Nothing in this Agreement shall preclude Buyers from requesting state or federal grant funding to undertake any work required under this Agreement or any work on or related to the

Property. Nothing in this Agreement is intended to waive or otherwise limit any defenses or counterclaims that Buyers may have in the event the United States or the State brings an action against Buyers pursuant to Section XIII.

76. The Buyers reserve, and this Agreement is without prejudice to, actions against the United States or the State based on negligent actions taken directly by the United States or the State, not including oversight or approval of the Buyers' plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d), nor a waiver of the State's governmental immunity provided in C.R.S. §§ 24-10-101 to 120.

XVI. PAYMENT OF PAST RESPONSE COSTS BY SELLERS

77. Not more than thirty (30) days after the Effective Date of this Consent Decree, Sellers shall pay to EPA from the proceeds from the sale of the Property $718,432 for reimbursement and full satisfaction of Past Response Costs. Upon payment of this amount and any other amounts required of Sellers pursuant to this Agreement, Sellers shall liquidate and distribute all remaining assets to shareholders and members. EPA acknowledges that Sellers' obligations under the Administrative Orders have been satisfied and the Administrative Orders have been completed. All payments to EPA shall be made by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the Party making payment and EPA Site/Spill ID number 08-5F or by FedWire Electronic Funds Transfer. Sellers shall send the check(s) to:

Regular Mail: Mellon Bank
EPA Region 8
Attn: Superfund Accounting
Lockbox 360859
Pittsburgh, Pennsylvania 15251-6859

Express Mail: Mellon Bank
EPA 360859
Mellon Client Service Center, Room 154-670
500 Ross Street
Pittsburgh, Pennsylvania 15262-0001

or other such address as EPA may designate in writing or by wire transfer to:

ABA=021030004
TREAS NYC/CTR/
BNF=/AC-68011008

Wire transfers must be sent to the Federal Reserve Bank in New York. Any payments received after 4:00 p.m. Eastern Time will be credited on the next business day.

78. At the time of payment, Sellers shall send notice that the payment has been made to:

John Works
EPA Enforcement Specialist
U.S. EPA Region 8
Suite 300 (8ENF-T)
999-18th Street
Denver, CO 80202-2466

And:

Kevin Mackey
State Project Officer
Colorado Department of Public Health and Environment
Hazardous Materials and Waste Management Division
Remedial Programs Section
4200 Cherry Creek Drive South
Denver, Colorado 80246-1530

79. If Sellers fail to make any payment required by Paragraph 77 by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

80. If any amounts due to EPA under Paragraph 77 are not paid by the required date, Sellers shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 78, $100 per day that such payment is late. Stipulated penalties are due and payable not more than thirty (30) days after the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in the manner set forth in Paragraphs 77 and 78.

81. Penalties shall accrue as provided above regardless of whether EPA has notified Sellers of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

82. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of Sellers' failure to comply with the requirements of this Agreement, any Seller who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce the Past Response Costs payment provisions of this Agreement, Sellers shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

83. The obligations of Sellers to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Seller to make the payments required under this Agreement, the remaining Sellers shall be responsible for such payments.

84. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement. Sellers' payment of stipulated penalties shall not excuse Sellers from performance of any other requirements of this Agreement.

XVII. COVENANTS NOT TO SUE TO SELLERS

85. Covenants Not to Sue to Sellers.

a. Except as specifically provided in Section XVIII (Reservations of Rights as to Sellers), the United States and the State covenant not to sue or to take any other civil, judicial, or administrative action against Sellers and/or their directors, officers or employees to the extent such directors, officers or employees' liability arises solely from their status as directors, officers, or employees pursuant to Sections 106, 107(a), and 113 of CERCLA, 42 U.S.C. §§ 9606, 9607(a) and 9613 with regard to the Property and the Existing Contamination. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required to be paid by Sellers by Section XVI (Payment of Past Response Costs By Sellers) and Paragraph 51 (Payment of Future Response Costs) and receipt by DOI of all amounts required to be paid by Sellers by Section X (Open Space and Land Use Planning). Except as specifically provided in

Section XVIII (Reservations of Rights as to Sellers), the United States and the State further covenant not to sue or take any other civil, judicial or administrative action against Sellers and/or their directors, officers or employees to the extent such directors, officers, or employees' liability arises solely from their status as officers, directors, or employees, for any and all civil liability for injunctive relief and/or civil penalties pursuant to Sections 309(a), (b), (d), and/or (g), and/or 311 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1319 (a), (b), (d), and/or (g), and/or 1321, and/or the Colorado Water Quality Control Act, C.R.S. §§ 25-8-101 *et seq.*, with respect to Existing Contamination discharging at or from the Wellington Oro Site, the IXL/ Royal Tiger Site and the Jessie Mine and Mill Site. This covenant not to sue is conditioned upon the satisfactory performance by Sellers of their obligations under this Agreement. This covenant not to sue extends only to Sellers and their directors, officers and employees and does not extend to any other person.

b. Covenants Not to Sue for Natural Resource Damages to Sellers. Except as specifically provided in Section XVIII (Reservations of Rights as to Sellers), the United States and the State each covenant not to sue or to take any other civil, judicial, or administrative action against Sellers and/or their directors, officers or employees to the extent such officers' directors', and employees' liability arises solely from their status as officers, directors, or employees for recovery of natural resource damages

under Section 107 of CERCLA, 42 U.S.C. § 9607 relating to releases of hazardous substances with respect to the Existing Contamination associated with the Property. This covenant not to sue shall be effective upon receipt by EPA of all amounts required to be paid by Sellers by Section XVI (Payment of Past Response Costs By Sellers) and Paragraph 51 (Payment of Future Response Costs) and receipt by DOI of all amounts required to be paid by Sellers by Section X (Open Space and Land Use Planning) and the recordation of the conservation easement on the Easement Property pursuant to Paragraph 65.

XVIII. RESERVATIONS OF RIGHTS AS TO SELLERS

86. Reservations of Rights.

a. The United States and the State each reserve, and this Agreement is without prejudice to, all rights against Sellers with respect to all matters not expressly included within the Covenant Not to Sue in Section XVII. Notwithstanding any other provision of this Agreement, the United States and the State each reserve all rights against Sellers with respect to:

(i) liability for failure of Sellers to meet a requirement of this Agreement;

(ii) criminal liability;

(iii) liability, based upon Sellers' ownership or operation of the Property, or upon Sellers' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment,

storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Property, after the Effective Date of this Agreement; and

(iv) liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance or pollutant, or contaminant outside of the Property and outside of Existing Contamination.

b. Natural Resource Damages Reservations as to Sellers.

Notwithstanding any other provision of this Agreement, the United States and the State each reserve the right to institute proceedings against the Sellers seeking recovery of natural resource damages arising from:

(i) injury to, destruction of, or loss of natural resources and the cost of assessing such injury, destruction, or loss that results from a release of any kind of hazardous substance not identified in any site record or administrative record maintained by the United States Fish and Wildlife Service with respect to the Existing Contamination associated with the Property as of the date of lodging of the Consent Decree; or

(ii) injury to, destruction of, or loss of natural resources and the cost of assessing such injury, destruction or loss that results from unanticipated, extraordinary events, which result in the release of

substantial additional quantities of hazardous substances, excluding any such event caused by Buyers; or

(iii) injury to, destruction of, or loss of natural resources and the cost of assessing such injury, destruction or loss of trust resources within a taxonomic family not addressed in the Jessie Mine and Mill Site, Wellington Oro Site, or the IXL/Royal Tiger Site files of the Fish and Wildlife Service of DOI and that is of a type of injury not identified in the Fish and Wildlife files for these Sites.

87. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States or the State may have against any person, firm, corporation or other entity not a signatory to this Agreement.

XIX. COVENANTS NOT TO SUE BY SELLERS

88. Sellers covenant not to sue and agree not to assert any claims or causes of action against the United States, the State, or their contractors or employees, and Buyers and their elected officials, representatives, and employees with respect to the Property or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response or cleanup actions at or in connection with the Property, including any claim under the United States Constitution, the Colorado Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States, the State and/or the Buyers pursuant to Sections 107 and/or 113 of CERCLA, 42 U.S.C. §§ 9607 and/or 9613, relating to the Property,

unless the United States or the State first asserts a claim against the Sellers relating to the Property and the claim arises out of the same transaction or occurrence.

89. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d), or a waiver of the State's or Buyers' governmental immunity provided in C.R.S. §§ 24-10-101 to 120.

90. Sellers agree not to assert any CERCLA claims or causes of action that they may have for all matters relating to the Property, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Seller may have against any person if such person asserts a claim or cause of action relating to the Property against such Seller.

XX. PARTIES BOUND/TRANSFER OF COVENANT

91. This Agreement shall apply to and be binding upon the United States and the State, and shall apply to and be binding upon the Settling Parties, their officers, directors, elected officials and employees. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

XXI. DISCLAIMER

92. This Agreement in no way constitutes a finding by EPA or CDPHE as to the risks to human health and the environment which may be posed by contamination at the Property nor constitutes any representation by EPA or CDPHE that the Property is fit for any particular purpose.

XXII. DOCUMENT RETENTION

93. The Settling Parties agree to retain and make available to EPA and CDPHE all business and operating records and contracts relating to the Property, Property studies and investigations, and documents relating to operations at the Property, for at least ten (10) years following the Effective Date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten (10) years, the Settling Parties shall notify both EPA and CDPHE of the location of such documents and shall provide EPA and CDPHE with an opportunity to copy any documents at the expense of the Party requesting such copies. The Settling Parties may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal or State law. If the Settling Parties assert such a privilege, they shall provide to EPA and CDPHE the following: (1) the title of the

document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by the Settling Party. However, no documents, reports or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged.

XXIII. NOTICES AND SUBMISSIONS

94. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written requirement of this Agreement with respect to the United States, the State, and the Settling Parties.

As to the United States:

Chief, Environmental Enforcement Section,
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611 Re: DJ # _____

As to EPA:

Andrea Madigan
Enforcement Attorney
US EPA Region 8
999-18th Street, Suite 300 (ENF-L)
Denver, Colorado 80202

And:

Victor Ketellapper
EPA Project Coordinator
US EPA Region 8
999-18th Street, Suite 300 (EPR-SR)
Denver, Colorado 80202

As to DOI:

Dana Jacobson
US Department of Interior
Office of Regional Solicitor
755 Parfet Street, Suite 151
Lakewood, Colorado 80215

As to the State:

Robert J. Eber
Assistant Attorney General
Colorado Department of Law
Natural Resources and Environment Section
Hazardous and Solid Waste Unit
1525 Sherman Street, 5th Floor
Denver, Colorado 80203

And:

Kevin Mackey
State Project Officer
Colorado Department of Public Health and Environment
Hazardous Materials and Waste Management Division
Remedial Programs Section
4200 Cherry Creek Drive South
Denver, Colorado 80246-1530.

As to the Buyers:

Jeffrey L. Huntley
Summit County Attorney
P.O. Box 68
Breckenridge, Colorado 80424

Todd Robertson
Summit County Open Space and Trails Director
P.O. Box 5660
Frisco, Colorado 80443

Timothy H. Berry
Berry & Murphy, P.C.
P.O. Box 2
Leadville, Colorado 80461

Timothy J. Gagen
Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Robert W. Lawrence
Davis Graham & Stubbs LLP
1550 17th Street, Suite 500
Denver, Colorado 80202

As to the Sellers:

The B&B Mines, Inc.
600 Seventeenth Street, Suite 2700 South
Denver, Colorado 80202-5427

With a copy to:

Denis B. Clanahan
Krys Boyle
600 Seventeenth Street, Suite 2700 South
Denver, Colorado 80202-5427

XXIV. EFFECTIVE DATE

95. The Effective Date of this Consent Decree shall be the date upon which it is entered as an Order of the Court.

XXV. TERMINATION

96. If any Party believes that any or all of the obligations under Section VIII (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Parties agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s)

in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Parties to terminate such provision(s).

XXVI. CONTRIBUTION PROTECTION

97. With regard to claims for contribution against Settling Parties, the Parties hereto agree that the Settling Parties are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to be taken, response costs incurred or to be incurred, and natural resource damages suffered or to be suffered by the United States and the State, by the Settling Parties or by any other person with respect to Existing Contamination at the Property.

98. The Settling Parties agree that with respect to any suit or claim for contribution brought by either or both of them for matters related to this Agreement, the appropriate Settling Party will notify the United States and the State in writing no later than sixty (60) days prior to the initiation of such suit or claim.

99. The Settling Parties also agree that with respect to any suit or claim for contribution brought against either or both of them for matters related to this Agreement the appropriate Settling Party will notify in writing the United States and the State within ten (10) days of service of the complaint on them.

XXVII. ANNUAL APPROPRIATION BY TOWN AND COUNTY

100. Notwithstanding anything herein contained to the contrary, the obligations of the Town and the County under the Consent Decree and SOW are expressly subject to an annual appropriation being made by the governing bodies of the Town and the County in amounts

sufficient to allow the Town and the County to perform their respective obligations hereunder. The obligations of the Town and the County hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

XXVIII. ATTACHMENTS

101. The following appendices are attached to and incorporated into this Consent Decree:

Appendix 1 – Property Map
Appendix 2 – Legal Description of the Property
Appendix 3 – Action Memorandum and Amendment
Appendix 4 – Statement of Work
Appendix 5 – Voluntary Cleanup Plans for the Jessie Mine and Mill Site and the IXL/Royal Tiger Site
Appendix 6 – Memorandum of Understanding between DOI, State and Buyers
Appendix 7 – Restrictive Covenant (Public Open Space)
Appendix 8 – Environmental Covenant
Appendix 9 – Form of Conservation Easement for Easement Property

XXIX. MODIFICATION

102. Time schedules specified in the Statement of Work may be modified by agreement of the Buyers and EPA. Time schedules specified in the VCUPs maybe modified by agreement of the Buyers and the State. All such modifications shall be made in writing.

103. Except as otherwise provided in the SOW and VCUPs, no material modifications shall be made without written notification to and written approval of the United States, the State, the Buyers, and the Court. Modifications to the SOW that do not materially alter that document may be made by written agreement between EPA, after providing the State with a reasonable opportunity to review and comment on the proposed modification, and the Buyers.

Modifications to the VCUPs that do not materially alter those documents may be made by written agreement between the State and the Buyers.

104. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XXX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

105. This Consent Decree shall be lodged with the Court before entry for a period of not less than thirty (30) days for public notice and comment. The United States and the State each reserve the right to withdraw or withhold its consent to the Consent Decree if comments disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

SO ORDERED THIS _____ DAY OF _____, 2005.

_____
UNITED STATES DISTRICT JUDGE

IT IS SO AGREED:

FOR THE PLAINTIFF UNITED STATES OF AMERICA:
Assistant Attorney General
Environment and Natural Resources Division, U.S. Department of Justice

IT IS SO AGREED:

FOR THE PLAINTIFF UNITED STATES OF AMERICA:

Assistant Attorney General
Environment and Natural Resources Division, U.S. Department of Justice

By: Kelley A. Johnson Date: 5/16/05
Kelley A. Johnson
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

By: _____ Date: _____
W. Benjamin Fisherow
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGION 8

By: Carol Rushin Date: 5/12/2005

Carol Rushin
Assistant Regional Administrator
Office of Enforcement, Compliance
and Environmental Justice
U.S. EPA Region 8
999 18th Street, Suite 300
Denver, CO 80202

By: Andrea Madigan Date: 5/10/05

Andrea Madigan
Enforcement Attorney
U.S. EPA Region 8
999 18th Street, Suite 300
Denver, Colorado 80202

FOR THE PLAINTIFF THE STATE OF COLORADO:
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

By: _____ Date: 5/18/05

Douglas H. Benevento
Executive Director
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246-1530

COLORADO DEPARTMENT OF LAW FOR THE ATTORNEY GENERAL

By: Robert J. Eber Date: 5/20/05

Robert J. Eber
Assistant Attorney General
Colorado Department of Law
Natural Resources and Environment Section
Hazardous and Solid Waste Unit
1525 Sherman Street, 5th Floor
Denver, Colorado 80203

IT IS SO AGREED:

FOR THE DEFENDANTS:

B&B MINES, INC.

By: _____ Date: 5-20-2005

Name: Richard Downing Jr

Address: 600 17th St #2700

Denver CO 80202

FRENCH GULCH MINES, INC.

By: _____ Date: 5-20-2005

Name: Richard Downing Jr

Address: 600 17th St #2700

Denver CO 80202

DIAMOND DICK CO.

By: _____ Date: 5-20-2005

Name: Richard Downing Jr

Address: 600 17th St #2700

Denver CO 80202

ECKART PATCH CO.

By: _____ Date: 5-20-2005

Name: Richard Downing Jr

Address: 600 17th St #2700

Denver CO 80202

LITTLE LIZZIE LIMITED LIABILITY COMPANY

By: _____ Date: 5-20-2005

Name: Richard Downing Jr

Address: 600 17th St #2700

Denver CO 80202

WIRE PATCH LIMITED LIABILITY COMPANY

By: _____ Date: 5-20-2005

Name: Richard Downing Jr

Address: 600 17th St #2700

Denver CO 80202

IT IS SO AGREED:

FOR THE BUYERS:

SUMMIT COUNTY

By: _____ Date: May 19, 2005

Robert H.S. French
Vice Chairman, Board of County Commissioners
Summit County, Colorado
PO Box 68
Breckenridge, CO 80424

TOWN OF BRECKENRIDGE

By: _____ Date: MAY 19, 2005

Ernie Blake
Mayor, Town of Breckenridge, Colorado
PO Box 168
Breckenridge, CO 80424

Exhibit 3 - USEPA Region 5 RCRA Cleanup Reforms

http://www.epa.gov/Region5/waste/cars/reforms.htm
Last updated on Monday, December 19, 2011

Region 5 RCRA Corrective Action

RCRA Cleanup Reforms

You will need Adobe Reader to view some of the files on this page. See EPA's PDF page to learn more.

The U.S. Environmental Protection Agency (EPA) Region 5 is implementing a set of administrative reforms, known as the RCRA Cleanup Reforms, to the Resource Conservation and Recovery Act (RCRA) Corrective Action program. The reforms are designed to achieve faster, more efficient cleanups at RCRA sites that treat, store, or dispose of hazardous waste and have potential environmental contamination. Although these reforms will emphasize flexibility and trying new approaches to clean up these facilities, EPA Region 5 and the States will continue to ensure protection of human health and the environment. The EPA developed a fact sheet that summarizes the goals and ideas of the RCRA Cleanup Reforms.

RCRA Cleanup Reforms: Faster, Focused, More Flexible Cleanups (EPA530-F-99-018) (PDF) (4pp, 27K) July 1999

Region 5 Implementation of RCRA Corrective Action Reforms

Region 5 has four mechanisms by which corrective action is initiated and overseen:

- *Permit authority*: All of the six Region 5 States are authorized for corrective action. The Region and States are working on transition plans to ensure an efficient transfer of Project responsibility to each State from the Region. The Region will continue to provide technical assistance.
- *Traditional enforcement orders*: Used where orders already in place. Region maintains greatest level of oversight.
- *Performance-based consent agreement*:This simplified order focuses on outcome, and generally reduces the Region's oversight. Recently developed and entered into with General Motors Corporation.
- *Voluntary agreement*: Minimal oversight by Region; although Region still chooses remedy and determines when corrective action is completed. Region available for technical assistance, as well. This new instrument was recently developed and entered into in conjunction with the Hoover Company. The Region also is evaluating how State voluntary clean-up programs could potentially help accomplish goals of the corrective action program.

Guidance and policy to improve implementation

Region 5 has already developed several tools to focus facilities and staff on results-based decision making. They are:

- **Historical data**: Defines when historical data can appropriately be used to make investigation or clean-up decisions.
- **Institutional controls**: Intended to define circumstances under which an institutional control can be used to partially or entirely serve as a facility's corrective action.
- **Land use decisions**: Encourages staff to confirm local land use decisions to inform appropriate type of investigation and level of clean-up.
- **Quality Assurance Project Plans**: Provides step-by-step instructions on how to focus a QAPP on the data quality objectives for a corrective action investigation.
- **The Use of Field Methods to Support RFI Streamlining**: Strategies that are intended to provide in-field data that can be used to achieve corrective action objectives in shorter time frames than are usually available through the full fixed laboratory process.

Guidance under development

- The Region is currently working on or considering other guidance to simplify and improve the corrective action process. Among them are:
  - Prospective purchaser agreement: Intended to encourage property redevelopment by providing reassurance that the federal government would not sue under certain defined conditions.
  - Lender liability policy: Intended to define how RCRA corrective action requirements affect liabilities for lending financial institutions.

- Risk-based decision making tools: Intended to complement current ASTSWMO effort to harmonize, where appropriate, risk-based decision guidance across all clean up programs, such as RCRA, Superfund, TSCA, and LUST.

Partner and stakeholder involvement

Effective communication between the Region and the Region 5 States is critical to the program's success. In addition to improving communication with the States, the Region is focused on improved communication with industry leaders, individual facilities, and affected community groups.

Figures

PLOT DATA

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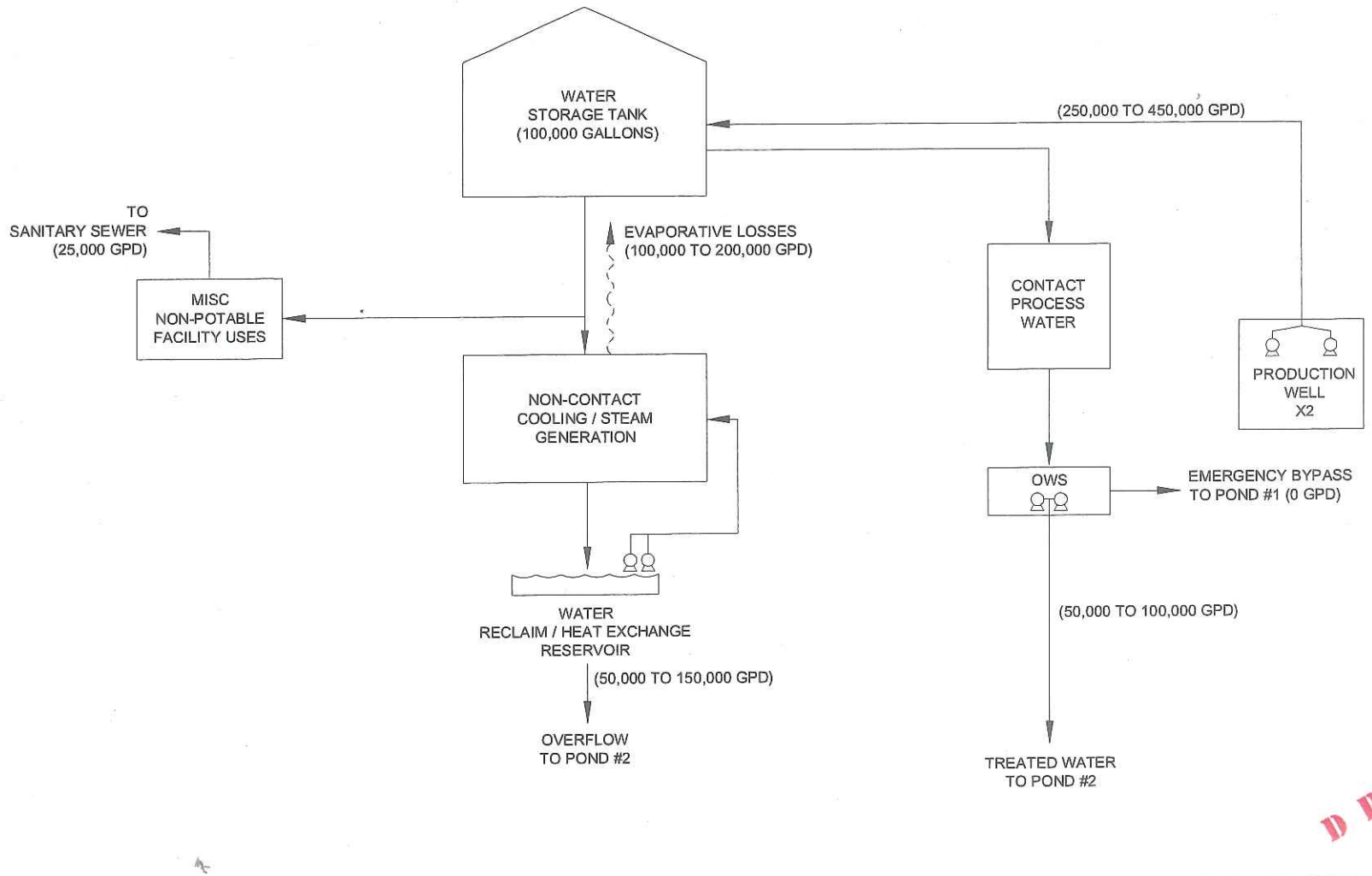

TRC
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PROJECT: **CANTON DROP FORGE**
CANTON, OHIO

TITLE: **PROCESS FLOW DIAGRAM (EXISTING)**

DRAWN BY:	DGS
APPROVED BY:	APPR
PROJ. NO.	199385.0000.01
FILE NO.	199385.0000.01.03.dwg
DATE:	SEPTEMBER 2013

FIGURE 1

PLOT DATA

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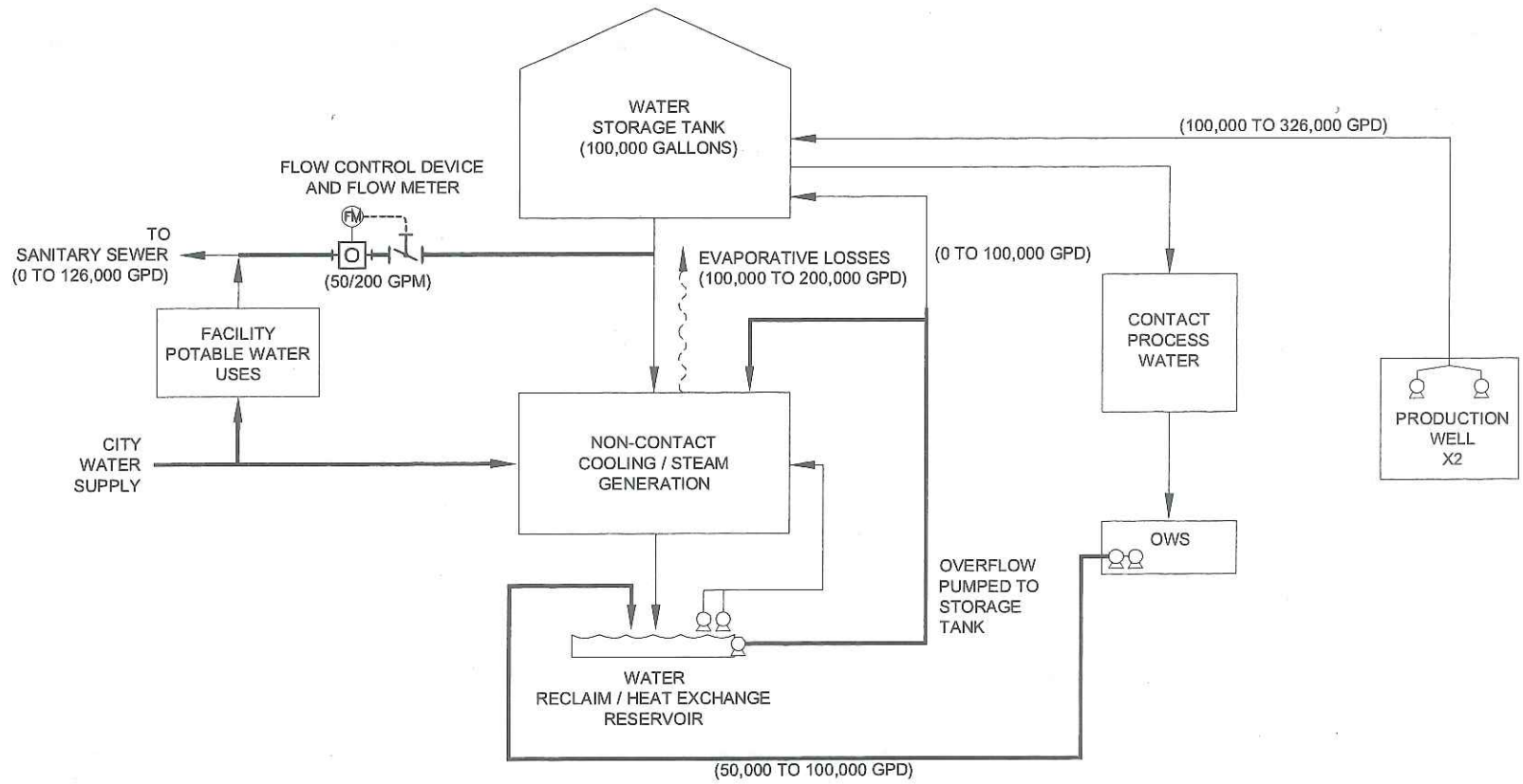

KEY

PROPOSED PIPING

EXISTING PIPING

DRAFT

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FIGURE 2