

the National Contingency Plan ("NCP") incurred by EPA in connection with a remedial investigation and feasibility study (RI/FS) for the Armco Hamilton Plant site located in Hamilton Butler County, Ohio ("site").

II. JURISDICTION

2. This Consent Order is issued under the authority vested in the President of the United States by sections 104, 122(a) and 122(d)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Sections 9604, 9622(a), 9622(d)(3) (CERCLA). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (1987), and further delegated to Regional Administrators on September 13, 1987, by EPA Delegation No. 14-14-C. This authority has been redelegated by the Regional Administrator to the Director, Waste Management Division, U.S. EPA Region 5 by U.S. EPA Delegation No. 14-14-C on September 14, 1987.

3. Respondent agrees to undertake all actions required by the terms of this Consent Order. In any action by EPA or the United States to enforce the terms of this Consent Order, Respondent consents to and agrees not to contest the authority or jurisdiction of the EPA to issue or enforce this Consent Order, and agrees not to contest the terms of this Order.

III. PARTIES BOUND

4. This Consent Order shall apply to and be binding upon EPA and shall be binding upon Respondent, its agents, successors and assigns. Respondent is jointly and severally responsible for carrying out all actions required of it by this Consent Order. The signatories to this Consent Order certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. No change in the ownership or corporate status of the Respondent or of the facility or site shall alter Respondent's responsibilities under this Consent Order.

5. Respondent shall provide a copy of this Consent Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred. Respondent shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Consent Order, within 14 days after the effective date of this Consent Order or the date of retaining their services, whichever is later. Respondent shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Consent Order and for ensuring that its subsidiaries, employees, contractors,

consultants, subcontractors and agents comply with this Consent Order.

IV. DEFINITIONS

6. Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

"Consent Order" shall mean this Consent Order and all appendices attached hereto.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the date on which this Consent Order is signed by the Director of the Superfund Division, U.S. EPA, Region 5.

"Respondent" shall mean AK Steel Corporation, its employees, agents, successors, assigns and authorized representatives.

"Site" or "Facility" or "Armco Site" shall mean the facility as that term is defined at 42 U.S.C. Section 9601(9), which includes the approximately 125-acre property located at 401 Augspurger Road, New Miami, Ohio and off-property areas where hazardous substances from the property have or may have come to be located.

V. STATEMENT OF PURPOSE

7. In entering into this Consent Order, the objectives of EPA and Respondent are: (a) to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment, if any, caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site, by conducting a remedial investigation, including a human health and ecological risk assessment; (b) to determine and evaluate alternatives for remedial action (if any) to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the site or facility, by conducting a feasibility study; and (c) to recover response and oversight costs incurred by EPA with

respect to this Consent Order that are not inconsistent with the NCP.

8. The activities conducted under this Consent Order are subject to approval by EPA and shall provide all appropriate necessary information for the RI/FS, and for a record of decision that is consistent with CERCLA and the NCP, 40 C.F.R. Part 300. The activities conducted under this Consent Order shall be conducted in compliance with all applicable EPA guidance, policies, and procedures relevant to conducting an RI/FS and/or relevant to conditions at the Site.

VI. EPA'S FINDINGS OF FACT

9. The Armco Site includes the 125-acre property located at 401 Augspurgen Road, New Miami, Ohio and off-property areas where hazardous substances or contaminants from the property have or may have come to be located. The southern portion of the 125-acre property consists of a fenced, 92 acre area that was the former location of a coke production area, blast furnaces, wastewater treatment plant, production wells and settling ponds. The northern portion of the property consists of an unfenced, 27 acre railyard that was the location of air scrubber waste sludge piles and a 4.5-acre landfill. The Great Miami River runs along the eastern and southern edge of the property. The Baltimore and Ohio Railroad runs along the northern and western edge of the property.

10. The Respondent, AK Steel Corporation, is a corporation incorporated in the State of Delaware.

11. American Rolling Mill Company purchased the 125-acre property in 1937. Through amendment to its Articles of Incorporation, the company changed its name to Armco Steel Corporation on April 17, 1948 and then to Armco Inc. on July 3, 1978. In 1989, Armco Inc. conveyed the property to Armco Steel Company, LP, a limited partnership. AK Steel Corporation was a general partner of Armco Steel Limited Partnership. On April 6, 1994, Armco Steel Company, LP, conveyed the property to AK Steel Corporation.

12. Armco Inc. manufactured both coke and iron at the site. Primary wastes generated at the site included tar decanter sludge from the coke operation and slag and dust from the blast furnace operation. Armco Inc. also operated a 4.5 acre landfill on the northeast portion of the property until 1980. The landfill contains primarily K087 sludge, a decanter tank tar sludge from the coke operation. In addition to the K087 sludge, the landfill is composed of rubble, trash, and an unknown amount of industrial wastes. The landfill is unlined and does not have a leachate control system. There is an unnamed, intermittent creek on the eastern edge of the landfill, which discharges 1/4 mile downstream into the Great Miami River. The former blast furnace area is in the southwest portion of the

site and contained numerous buildings and two lagoons. During former operations, Armco Inc. discharged excess water from the lagoons into the Great Miami River. Armco Inc. piled excess air pollution control scrubber sludge from coke operations along the railroad tracks to the northeast of the active portion of the facility.

13. Armco Inc. discontinued coke operations in 1982 and performed cleanup activities in the coke production area without state or federal oversight or involvement. EPA does not have any record of whether Armco Inc. conducted post-cleanup sampling to determine the effectiveness of its cleanup activities and no information to indicate if remediation of surrounding soils or groundwater was conducted. Since 1993, Armco Inc. has performed cleanup activities on the settling ponds and sludge pile areas. EPA does not have information regarding the extent of these cleanup activities and whether Armco Inc. conducted post-cleanup sampling of the settling ponds and sludge pile areas.

14. EPA's contractor, the Ecology and Environment, Inc., Field Investigation Team (FIT), conducted a screening site inspection of the Site in September 1988 and EPA's contractor, PRC, conducted an expanded site investigation in July 1993.

15. In 1993, as part of its expanded site investigation, PRC collected soils samples from the railyard portion of the

property. The railyard samples showed concentrations of polyaromatic hydrocarbons (PAHs) such as phenanthrene, fluoranthene, pyrene, benzo(a)anthracene, and chrysene. PAH concentrations ranged from 390 to 1,900 ug/kg. The PCB compound Aroclor-1254 was also detected in every soil sample collected from the railyard, ranging from 210 ug/kg up to 7,600 ug/kg. Arsenic, iron, lead, magnesium, manganese and silver were also detected. Arsenic varied from 44.7 to 80.5 mg/kg while lead ranged from 142 to 514 mg/kg. Soil samples also contained cyanide.

16. PRC also collected waste samples from the scrubber sludge piles and the settling ponds. PAHs, metals and cyanide were also detected in waste samples taken from the scrubber sludge piles and the settling ponds.

17. The potential exists for PAHs, PCBs (Aroclor 1254), metals and cyanide detected in on-site soil samples to migrate to the groundwater aquifer for the following reasons: 1) sludges and solids were disposed of on-site and were not contained; 2) there is no liner or leachate collection system installed at the landfill; 3) the lagoons did not use a leachate collection system or liner while in operation; 4) the aquifer appears locally to consist mostly of homogeneous sands and gravels and depth to water is about 30 to 50 feet below ground surface.

18. Two municipal well fields are located within a 0.5

mile radius of the AK Steel property. The New Miami Well field has three wells located about 1,500 feet northwest of the north parcel of the AK Steel property.

19. PRC collected sediment samples from the intermittent stream and the Great Miami River. Sediment samples from the intermittent stream and Great Miami River between the intermittent stream and outfall 004 detected concentrations of PAHs such as phenanthrene (2,000 and 1,500 ug/kg); fluoranthene (2,800 and 3,200 ug/kg); pyrene (2000 ug/kg); benzo(a)anthracene (710 and 1,900 ug/kg); and chrysene (920 and 1,800 ug/kg). Phenanthrene was also detected in the mouth of an intermittent stream located on the north parcel of the site.

20. PAHs, PCBs (Aroclor 1254), arsenic, lead and cyanide are contaminants of concern.

VII. CONCLUSIONS OF LAW AND DETERMINATIONS

21. The Site is a "facility" as defined in section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).

22. Wastes and constituents thereof at the Site identified in paragraphs 12, 15, 16, 17, 19, and 20 are "hazardous substances" as defined in section 101(14) of CERCLA, 42 U.S.C. Section 9601(14).

23. The presence of hazardous substances at the Site or the past, present or potential migration of hazardous substances

currently located at or which may be emanating from the Site, constitute actual and/or threatened "releases" as defined in section 101(22) of CERCLA, 42 U.S.C. Section 9601(22)..

24. Respondent is a "person" as defined in section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).

25. Respondent is a responsible party under sections 104, 107 and 122 of CERCLA, 42 U.S.C. Sections 9604, 9607 and 9622.

26. The actions required by this Consent Order are necessary to protect the public health or welfare or the environment, or in the public interest, 42 U.S.C. Section 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. Sections 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. Section 9622(a).

VIII. NOTICE

27. By providing a copy of this Consent Order to the state, EPA is notifying the State of Ohio that this Order is being issued and that EPA is the lead agency for coordinating, overseeing, and enforcing the response action required by the Order.

IX. WORK TO BE PERFORMED

28. All work performed under this Consent Order shall be under the direction and supervision of qualified personnel.

Within 30 days of the effective date of this Order, and before the work outlined below begins, Respondent shall notify EPA in writing of the name, title and qualifications of any contractor proposed to be the Supervising Contractor. With respect to any contractor proposed to be Supervising Contractor, Respondent shall demonstrate that the proposed contractor has a quality system that complies with ANSI/ASQC E4-1994, "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-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. The qualifications of the Supervising Contractor undertaking the work for Respondent shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience requirements. This Order is contingent on Respondent's demonstration to EPA's satisfaction that Respondent is qualified to perform properly and promptly the actions set forth in this Consent Order. If EPA disapproves in writing of Supervising Contractor's technical qualifications, Respondent shall notify EPA of the identity and qualifications of the replacement within 30 days of the written notice. If EPA

subsequently disapproves of the replacement, EPA reserves the right to terminate this Order and to conduct a complete RI/FS, and to seek reimbursement for costs and penalties from Respondent. During the course of the RI/FS, Respondent shall notify EPA in writing of any changes or additions in the personnel used to carry out such work, providing their names, titles, and qualifications. EPA shall have the same right to approve changes and additions to personnel as it has hereunder regarding the initial notification. EPA's disapproval of a Supervising Contractor is subject to the dispute resolution provisions under Section XVIII of this Order.

29. Respondent shall conduct activities and submit deliverables as provided by the attached RI/FS Statement of Work, which is incorporated by reference, for the development of the RI/FS. All such work shall be conducted in accordance with CERCLA, the NCP, and EPA guidance relevant to conducting an RI/FS and/or relevant to conditions at the Site including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive # 9355.3-01), "Guidance for Data Usability in Risk Assessment" (OSWER Directive #9285.7-05) and guidance referenced therein, and guidance referenced in the Statement of Work, as may be amended or modified by EPA. The general activities that Respondent is required to perform are identified

below, followed by a list of deliverables. The tasks that Respondent must perform are described more fully in the Statement of Work and guidance. The activities and deliverables identified below shall be submitted to EPA as provided. All work performed under this Consent Order shall be in accordance with the schedules herein, and in full accordance with the standards, specifications, and other requirements of the work plan and sampling and analysis plan, as initially approved or modified by EPA, and as may be amended or modified by EPA from time to time. For the purposes of this Order, day means calendar day unless otherwise noted in the Order.

A. Task 1: RI/FS Support Sampling Plan and Schedule.

Within 120 days of the effective date of this Order, Respondent shall submit to EPA a complete RI/FS Support Sampling Plan and Schedule as described in the attached Statement of Work. The RI/FS Support Sampling Plan shall identify the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such work. If EPA disapproves of or requires revisions to the RI/FS Support Sampling Plan and Schedule, in whole or in part, Respondent shall amend and submit to EPA a revised plan and schedule which is responsive to the directions in all EPA comments, within 45 days of receiving EPA's comments. EPA's disapproval or direction to modify the RI/FS Support

Sampling Plan and Schedule is subject to the dispute resolution provisions under section XVIII of this Order. Following EPA approval or modification of the RI/FS Sampling Support Plan and Schedule, Respondent shall conduct the Remedial Investigation according to the EPA approved Sampling Support Plan and Schedule, and the attached Statement of Work. Respondent shall complete the Remedial Investigation within the deadlines established by the RI/FS Support Sampling Plan.

B. Task II. Remedial Investigation Technical Communications. Respondent shall provide to EPA monthly progress reports that contains the technical information required by Tasks II and VI in the attached Statement of Work, by the 10th business day of every month during field activities. (See Section XIII)

C. Task III: Remedial Investigation Report. According to the schedule set forth in Exhibit 1 of the attached Statement of Work (see Exhibit 1), Respondent shall submit a draft remedial investigation report consistent with the attached Statement of Work and RI/FS Support Sampling Plan, including a Human Health and Ecological Risk Assessment. If EPA disapproves of or requires revisions to the remedial investigation report, in whole or in part, Respondent shall amend and submit to EPA a revised Remedial Investigation Report which is responsive to the directions in all EPA comments, within the date established in

the Statement Of Work (see Exhibit 1). EPA's disapproval or direction to modify the Remedial Investigation Report is subject to the dispute resolution provisions under section XVIII of this Order.

D. Task IV: Technical Memorandum on the Development and Screening of Alternatives. According to the schedule set forth in the attached Statement of Work (see Exhibit 1, Respondent shall submit to EPA a Technical Memorandum which develops an appropriate range of waste management options that are evaluated through the development and screening of alternatives, as provided in the Statement of Work. The Technical Memorandum shall be completed in accordance with the requirements provided in the attached Statement of Work. EPA's disapproval or direction to modify the Technical Memorandum is subject to the dispute resolution provisions under section XVIII of this Order.

E. Task V: Feasibility Study Report. According to the schedule set forth in the attached Statement of Work (see Exhibit 1), Respondent shall submit a Feasibility Study Report as described in the attached Statement of Work and consistent with the EPA approved Technical Memorandum on the Development and Screening of Alternatives. If EPA disapproves of or requires revisions to the Feasibility Study Report in whole or in part, Respondent shall amend and submit to EPA a Revised

Feasibility Study Report which is responsive to the directions in all EPA comments, according to the schedule set forth in the attached Statement of Work (see Exhibit 1). EPA's disapproval or direction to modify the Feasibility Study is subject to the dispute resolution provisions under section XVIII of this Order. The report as amended, and the administrative record, shall provide the basis for the proposed plan under CERCLA Sections 113(k) and 117(a) by EPA, and shall document the development and analysis of remedial alternatives.

30. EPA reserves the right to comment on, modify and direct changes for all deliverables. At EPA's discretion, Respondent must fully correct all deficiencies and incorporate and integrate all information and comments supplied by EPA either in subsequent or resubmitted deliverables. All plans, reports, and other items required to be submitted to EPA under this Consent Order shall, upon approval or modification by EPA, be enforceable under this Consent Order.

31. Respondent shall not proceed further with any subsequent activities or tasks until receiving EPA approval for the following deliverables: RI/FS Support Sampling Plan and Schedule, Technical Memorandum on the Development and Screening of Alternatives, Remedial Investigation Report and Feasibility Study Report. While awaiting EPA approval on these deliverables, Respondent shall proceed with all other tasks and

activities that may be conducted independently of these deliverables, in accordance with the schedule set forth in this Consent Order and attached Statement of Work.

32. Upon receipt of the Feasibility Study Report, EPA will evaluate, as necessary, the estimates of the risk to the public and environment that are expected to remain, if any, after a particular remedial alternative has been completed.

33. For all remaining deliverables not enumerated above in paragraph 31, Respondent shall proceed with all subsequent tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. EPA reserves the right to stop Respondent from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the RI/FS.

34. In the event that Respondent amends or revises a report, plan or other submittal upon receipt of EPA comments, if EPA subsequently disapproves of the revised submittal, or if subsequent submittals do not fully reflect EPA's directions for changes, after Respondent has had an opportunity to invoke dispute resolution under Section XVIII of this Order, EPA retains the right to seek stipulated or statutory penalties; perform its own studies, modify and/or complete the RI/FS (or any portion of the RI/FS) under CERCLA and the NCP, and seek reimbursement from the Respondent for its costs; and/or seek any

other appropriate relief.

35. In the event that EPA takes over some of the tasks, Respondent shall incorporate and integrate information supplied by EPA into the final RI/FS report.

36. Neither failure of EPA to expressly approve or disapprove of Respondent's submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA. Whether or not EPA gives express approval for Respondent's deliverables, Respondent is responsible for preparing deliverables acceptable to EPA.

37. All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 C.F.R. Section 300.440.

X. MODIFICATION OF THE WORK PLAN

38. If at any time during the RI/FS process, Respondent identifies a need for additional data, a memorandum documenting the need for additional data shall be submitted to the EPA Project Coordinator within 20 days of identification. EPA in its discretion will determine whether the additional data will be collected by Respondent and whether it will be incorporated into reports and deliverables. Actions taken under this paragraph are subject to the dispute resolution provisions under

section XVIII of this Order.

39. In the event of conditions posing an immediate threat to human health or welfare or the environment, Respondent shall notify EPA and the state immediately. In the event of unanticipated or changed circumstances at the site, Respondent shall notify the EPA Project Coordinator by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In addition to the authorities in the NCP, in the event that EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the Statement of Work and RI/FS Sampling Support Plan, EPA shall modify or amend the Statement of Work and RI/FS Sampling Support Plan in writing accordingly. Respondent shall perform the Statement of Work and RI/FS Sampling Support Plan as modified or amended. Modifications or Amendments to the RI/FS in response to unanticipated or changed circumstances are subject to the dispute resolution provisions under section XVIII of this Order.

40. EPA may determine that in addition to tasks defined in the Statement of Work and initially approved RI/FS Sampling Support Plan, other additional work may be necessary to accomplish the objectives of the RI/FS as set forth in the Statement of Work for this RI/FS. EPA may require that the Respondent perform these response actions in addition to those required by the Statement of Work and initially approved RI/FS

Sampling Support Plan, including any approved modifications, if it determines that such actions are necessary for a complete RI/FS. Respondent shall confirm its willingness to perform the additional work in writing to EPA within 7 30 days of receipt of the EPA request or Respondent shall invoke dispute resolution under Section XVIII. Subject to EPA resolution of any dispute, Respondent shall implement the additional tasks that EPA determines are necessary to accomplish the objectives of this Consent Order. The additional work shall be completed according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the Statement of Work and RI/FS Sampling Support Plan or written Statement of Work and RI/FS Sampling Support Plan supplement. EPA reserves the right to conduct the work itself at any point, to seek reimbursement from Respondent, and/or to seek any other appropriate relief.

XI. QUALITY ASSURANCE

41. Respondent shall assure that work performed, samples taken and analyses conducted conform to the requirements of the Statement of Work, the Quality Assurance Project Plan (QAPP) component of the EPA approved RI/FS Sampling Support Plan, and guidance identified therein. Respondent will assure that field personnel used by Respondent are properly trained in the use of

field equipment and in chain of custody procedures. Respondent shall only use laboratories which have a documented quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) to meet the quality system requirements.

**XII. FINAL RI/FS, PROPOSED, PLAN, PUBLIC COMMENT
RECORD OF DECISION, ADMINISTRATIVE RECORD**

42. EPA retains the responsibility for the release to the public of the RI/FS report. EPA retains responsibility for the preparation and release to the public of the proposed plan and record of decision in accordance with CERCLA and the NCP.

43. EPA shall provide Respondent with copies of the final RI/FS report, proposed plan and record of decision.

44. EPA will determine the contents of the administrative record file for selection of the remedial action. Respondent must submit to EPA documents developed during the course of the RI/FS upon which selection of the response action may be based. Respondent shall provide copies of plans, task memoranda for

further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports and other reports. Respondent must additionally submit any previous studies conducted under state, local or other federal authorities relating to selection of the response action, and all communications between Respondent and state, local or other federal authorities concerning selection of the response action. EPA may establish a community information repository at or near the site, to house the administrative record.

XIII. PROGRESS REPORTS AND MEETINGS

45. Respondent shall make presentations at, and participate in, meetings at the request of EPA during the initiation, conduct, and completion of the RI/FS. In addition to discussion of the technical aspects of the RI/FS, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion taking into consideration input from Respondent.

46. In addition to the deliverables set forth in this Order, Respondent shall provide to EPA monthly progress reports by the 10th business day of the following month. At a minimum, with respect to the preceding month, these progress reports shall (1) describe the actions which have been taken to comply with this Consent Order during that month; (2) include all

results of sampling and tests and all other data received by the Respondent; (3) describe work planned for the next two months with schedules relating such work to the overall project schedule for RI/FS completion; and (4) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

XIV. SAMPLING, ACCESS, AND DATA AVAILABILITY/ADMISSIBILITY

47. All results of sampling, tests, modeling or other data (including raw data) generated by Respondent, or on Respondent's behalf, during implementation of this Consent Order, shall be submitted to EPA in the subsequent monthly progress report as described in Section XIII of this Order. EPA will make available to the Respondent validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation. EPA's decision to withhold validated data under this paragraph is subject to dispute resolution under Section XVIII.

48. Respondent will verbally notify EPA at least 14 business days prior to conducting significant field events as described in the Statement of Work or EPA approved RI/FS Sampling Support Plan. At EPA's verbal or written request, or the request of EPA's oversight assistant, Respondent shall allow

split or duplicate samples to be taken by EPA (and its authorized representatives) of any samples collected by the Respondent in implementing this Consent Order. All split samples of Respondent shall be analyzed by the methods identified in the QAPP.

49. At all reasonable times, EPA and its authorized representatives shall have the authority to enter and freely move about all property at the site and off-site areas where work, if any, is being performed, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the site or Respondent and its contractor pursuant to this order; reviewing the progress of the Respondent in carrying out the terms of this Consent Order; conducting tests as EPA or its authorized representatives deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to EPA by the Respondent. The Respondent shall allow these persons to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Consent Order. Nothing herein shall be interpreted as limiting or affecting EPA's right of entry or inspection authority under federal law. All parties with access to the site under this paragraph shall comply with all approved health and safety plans

under the RI/FS Sampling Support Plan.

50. The Respondent may assert a claim of business confidentiality covering part or all of the information submitted to EPA pursuant to the terms of this Consent Order under 40 C.F.R. Section 2.20., provided such claim is allowed by section 104(e)(7) of CERCLA, 42 U.S.C. Section 9604(e)(7). This claim shall be asserted in the manner described by 40 C.F.R. Section 2.203(b) and substantiated at the time the claim is made. Information determined to be confidential by EPA will be given the protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA or the state without further notice to the Respondent. Respondent agrees not to assert confidentiality claims with respect to any data related to site conditions, sampling, or monitoring.

51. In entering into this Order, Respondent waives any objections to any data gathered, generated, or evaluated by EPA, the state or Respondent in the performance or oversight of the work that has been verified according to the quality assurance/quality control (QA/QC) procedures required by the Consent Order or any EPA-approved RI/FS Sampling Support Plans. If Respondent objects to any other data relating to the RI/FS, Respondent shall submit to EPA a report that identifies and explains its objections, describes the acceptable uses of the

data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within ~~30~~ 15 days of the monthly progress report containing the data.

52. If the site, or the off-site area that is to be used for access or is within the scope of the RI/FS, is owned in whole or in part by parties other than those bound by this Consent Order, Respondent will obtain, or use its best efforts to obtain, site access agreements from the present owner(s) within 90 days of the effective date of this Consent Order. Such agreements shall provide access for EPA, its contractors and oversight officials, the state and its contractors, and the Respondent and/or its authorized representatives, and such agreements shall specify that Respondent is not EPA's representative with respect to liability associated with site activities. Copies of such agreements shall be provided to EPA prior to Respondent's initiation of field activities. Respondent's best efforts shall include providing reasonable compensation to any off-site property owner. If access agreements are not obtained within the time referenced above, Respondent shall immediately notify EPA of its failure to obtain access. EPA may obtain access for the Respondent, perform those tasks or activities with EPA contractors, or terminate the Consent Order in the event that Respondent cannot obtain access agreements. In the event that EPA performs those tasks or

activities with EPA contractors and does not terminate the Consent Order, Respondent shall perform all other activities not requiring access to that site, and shall reimburse EPA for all costs incurred in performing such activities. Respondent additionally shall integrate the results of any such tasks undertaken by EPA into its reports and deliverables. Furthermore, the Respondent agrees to indemnify the U.S. Government as specified in Section XXVIII of this Order. Respondent also shall reimburse EPA for all costs and attorney fees incurred by the United States to obtain access for the Respondent.

XV. DESIGNATED PROJECT COORDINATORS

53. Documents including reports, approvals, disapprovals, and other correspondence which must be submitted under this Consent Order, shall be sent by certified mail, return receipt requested, to the following addressees or to any other addressees which the Respondent and EPA designate in writing:

(a) Documents to be submitted to EPA should be sent to:

Steve Padovani
Superfund Division
US EPA, Region 5,
77 W. Jackson Boulevard
Chicago, Illinois 60604

(b) Documents to be submitted to Ohio EPA should be sent to:

Nita Nordstrom
Ohio Environmental Protection Agency
Southwest District Office

Division of Emergency and Remedial Response
401 East Fifth Street
Dayton, Ohio 45402

(b) Documents to be submitted to the Respondent should be sent to:

Carl Batliner
Environmental Affairs Manager
AK Steel Corporation
Middletown Works
1801 Crawford Street
Engineering Building
Middletown, Ohio 45043

54. On or before the effective date of this Consent Order, EPA and the Respondent shall each designate their own Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. To the maximum extent possible, communications between the Respondent and EPA shall be directed to the Project Coordinator by mail, with copies to such other persons as EPA, the state, and Respondent may respectively designate. Communications include, but are not limited to, all documents, reports, approvals, and other correspondence submitted under this Consent Order.

55. EPA, OEPA and the Respondent each have the right to change their respective Project Coordinator. The other party must be notified in writing at least 10 days prior to the change.

56. EPA's Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and On-Scene

Coordinator (OSC) by the NCP. In addition, EPA's Project Coordinator shall have the authority consistent with the National Contingency Plan, to halt any work required by this Consent Order, and to take any necessary response action when s/he determines that conditions at the site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA Project Coordinator from the area under study pursuant to this Consent Order shall not be cause for the stoppage or delay of work.

57. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the RI/FS, as required by section 104(a) of CERCLA, 42 U.S.C. Section 9604(a). The oversight assistant may observe work and make inquiries in the absence of EPA, but is not authorized to modify the RI/FS Sampling Support Plan and Statement Of Work.

XVI. OTHER APPLICABLE LAWS

58. Respondent shall comply with all laws that are applicable when performing the RI/FS. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-site, including studies, where such action is selected and carried out in compliance with section 121 of CERCLA. Respondent is not required to obtain authorization under Chapter 3745-27-13 of the Ohio Administrative Code for the RI/FS work, but must meet the substantive requirements of Chapter

3745-27-13 of the Ohio Administrative Code in the RI/FS.

XVII. RECORD PRESERVATION

59. All records and documents in EPA's and Respondent's possession that relate in any way to the site shall be preserved during the conduct of this Consent Order and for a minimum of 10 years after commencement of construction of any remedial action. The Respondent shall acquire and retain copies of all documents that relate to the site and are in the possession of its employees, agents, accountants, contractors, or attorneys. After this 10 year period, the Respondent shall notify EPA, via certified mail, return-receipt requested, at least 90 days before the documents are scheduled to be destroyed. If EPA requests that the documents be saved, the Respondent shall, at no cost to EPA, give EPA the documents or copies of the documents. If EPA does not respond within 90 days, Respondent may destroy the documents.

XVIII. DISPUTE RESOLUTION

60. Any disputes concerning activities or deliverables required under this Order, for which dispute resolution has been expressly provided for, shall be resolved as follows: If the Respondent objects to any EPA notice of disapproval or requirement made pursuant to this Consent Order, Respondent shall notify EPA's Project Coordinator in writing of its

objections within 14 days of receipt of the disapproval notice or requirement. Respondent's written objections shall define the dispute, state the basis of Respondent's objections, and be sent certified mail, return receipt requested. Any dispute shall be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 14 days from the time Respondent submits its written objections. In the event that the parties cannot resolve a dispute by informal negotiations, then the position advanced by EPA shall be considered binding, unless within 14 days after the conclusion of the informal negotiation period, Respondent serves a written Statement of Position on the matter including, but not limited to any factual data, analysis or opinion supporting that position and any supporting documentation and whether Respondent is requesting a determination by EPA's Chief of the Remedial Response Branch. Within 14 days after receipt of Respondent's Statement of Position, EPA's Regional Project Manager will serve on Respondent his/her Statement of Position. The Branch Chief will issue a written statement of the decision. The Branch Chief's determination is EPA's final decision. Respondent shall proceed in accordance with EPA's final decision regarding the matter in dispute, regardless of whether Respondent agrees with the decision. If the Respondent does not agree to perform or does not actually perform the work in accordance with EPA's

final decision, EPA reserves the right in its sole discretion to conduct the work itself, to seek reimbursement from the Respondent, to seek enforcement of the decision, to seek stipulated penalties, and/or to seek any other appropriate relief.

61. Respondent is not relieved of its obligations to perform and conduct activities and submit deliverables on the schedule set forth in the work plan, while a matter is pending in dispute resolution. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance but payment shall be stayed pending resolution of the dispute.

XIX. DELAY IN PERFORMANCE/STIPULATED PENALTIES

62. For each day that the Respondent fails to complete a deliverable in a timely manner or fails to produce a deliverable of acceptable quality, or otherwise fails to perform in accordance with the requirements of this Order, Respondent shall be liable for stipulated penalties. Penalties begin to accrue on the day that performance is due or a violation occurs, and extend through the period of correction. Where a revised submission by Respondent is required, stipulated penalties shall continue to accrue until a satisfactory deliverable is produced, however stipulated penalties will not accrue during the period, if any, beginning on the 31st day after EPA's receipt of a such

submission until the EPA notifies Respondent of any deficiency. EPA will provide written notice for violations that are not based on timeliness; nevertheless, penalties shall accrue from the day a violation commences. Payment shall be due within 30 days of receipt of a demand letter from EPA.

63. Respondent shall pay interest on the unpaid balance, which shall begin to accrue at the end of the 30-day period, at the rate established by the Department of Treasury pursuant to 30 U.S.C. Section 3717.

64. Respondent shall make all payments by forwarding a check to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Checks should identify the name of the site, the site identification number (B5W5), the account number, and the title of this Order. A copy of the check and/or transmittal letter shall be forwarded to the EPA Project Coordinator.

65. Stipulated penalties shall accrue in the amount of \$750 per day, per violation, for the first seven days of noncompliance; \$1,250 per day, per violation, for the 8th through 14th day of noncompliance; \$1,500 per day, per violation, for the 15th day through the 30th day; and \$2,500 per day per violation for all violations lasting beyond 30 days for the violations noted in subparagraphs 1 and 2 below:

- 1) Respondent's failure to submit any document specified in Exhibit A of the Statement of Work in accordance with the Schedule set forth in Exhibit A of the Statement of Work
- 2) Respondent's failure to complete the implementation of work as prescribed in the Statement of Work and the approved RIFS Support Sampling Plan and Schedule.

66. Respondent shall be liable for stipulated penalties in the amount of \$300 per day for the first week or part thereof and \$750 per day for each week or part thereof thereafter for failure to meet any other obligation under this Consent Order.

67. Respondent may dispute EPA's right to the stated amount of penalties by invoking the dispute resolution procedures under Section XVIII herein. Penalties shall accrue but need not be paid during the dispute resolution period. If Respondent does not prevail upon resolution, all penalties shall be due to EPA within 30 days of resolution of the dispute. If Respondent prevails upon resolution, no penalties shall be paid.

68. In the event that EPA provides for corrections to be reflected in the next deliverable and does not require resubmission of that deliverable, stipulated penalties for that interim deliverable shall cease to accrue on the date of such decision by EPA.

69. The stipulated penalties provisions do not preclude EPA from pursuing any other remedies or sanctions which are available to EPA because of the Respondent's failure to comply with this Consent Order, including but not limited to conduct of

all or part of the RI/FS by EPA. EPA will not seek civil penalties pursuant to Section 122(1) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Order. Payment of stipulated penalties does not alter Respondent's obligation to complete performance under this Consent Order.

XX. FORCE MAJEURE

70. "Force majeure", for purposes of this Consent Order, is defined as any event arising from causes beyond the control of the Respondent and of any entity controlled by Respondent, including its contractors and subcontractors, that delays the timely performance of any obligation under this Consent Order notwithstanding Respondent's best efforts to avoid the delay. The requirement that the Respondent exercise "best efforts to avoid the delay" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent practicable. Examples of events that are not force majeure events include, but are not limited to, increased costs or expenses of any work to be performed under this Order or the financial difficulty of Respondent to perform such work.

71. If any event occurs or has occurred that may delay the

performance of any obligation under this Order, whether or not caused by a force majeure event, Respondent shall notify by telephone the Remedial Project Manager or, in his or her absence, the Director of the Superfund Division, EPA Region 5, within 48 hours of when the Respondent knew or should have known that the event might cause a delay. Within five business days thereafter, Respondent shall provide in writing 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 mitigate the effect of the delay; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Respondent shall exercise best efforts to avoid or minimize any delay and any effects of a delay. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure.

72. If EPA agrees that the delay or anticipated delay is attributable to force majeure, the time for performance of the obligations under this Order that are directly affected by the force majeure event shall be extended by agreement of the parties, pursuant to section XXIX of this Order, for a period of time not to exceed the actual duration of the delay caused by the force majeure event. An extension of the time for

performance of the obligation directly affected by the force majeure event shall not, of itself, extend the time for performance of any subsequent obligation.

73. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, or does not agree with Respondent on the length of the extension, the issue shall be subject to the dispute resolution procedures set forth in section XVIII of this Order. In any such proceeding, to qualify for a force majeure defense, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay was or will be warranted under the circumstances, that Respondent did exercise or is exercising due diligence by using its best efforts to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of paragraphs 70 and 71.

74. Should Respondent carry the burden set forth in paragraph 73, the delay at issue shall be deemed not to be a violation of the affected obligation of this Consent Order.

XXI. PAST COSTS

75. The Respondent agrees that the period commencing on the Effective Date of this Order and ending on the Termination

Date of this Order ("Tolling Period") will not be included in computing the running of any statute of limitations applicable to any CERCLA action brought by the United States relating to costs incurred by the U.S. EPA in connection with response actions at the Site prior to the effective date of this Order, ("past costs").

76. The Parties further agree that any defenses or claims asserting laches, estoppel, waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the past costs.

77. This Section does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any party to this Consent Order. Nor does this Section constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolloed Claims. The United States reserves the right to assert that no statute of limitations applies to any of its claims for past costs.

XXII. REIMBURSEMENT OF RESPONSE AND OVERSIGHT COSTS

78. Following the issuance of this Consent Order, EPA shall submit to the Respondent on a periodic basis an accounting of all response costs including oversight costs incurred by the U.S. Government with respect to this RI/FS that are not

inconsistent with the NCP. Response costs may include, but are not limited to, costs incurred by the U.S. Government in overseeing Respondent's implementation of the requirements of this Order and activities performed by the government as part of the RI/FS, including any costs incurred while obtaining access. Costs shall include all direct and indirect costs, including, but not limited to, time and travel costs of EPA personnel and associated indirect costs, contractor costs, cooperative agreement costs, compliance monitoring, including the collection and analysis of split samples, inspection of RI/FS activities, site visits, discussions regarding disputes that may arise as a result of this Consent Order, review and approval or disapproval of reports, and costs of redoing any of Respondent's tasks. EPA's itemized cost summary shall serve as the basis for payment demands.

79. Respondent shall, within 30 days of receipt of each accounting, remit a certified or cashier's check for the amount of those costs. Interest shall accrue from the later of: the date payment of a specified amount is demanded in writing; or the date of the expenditure. The interest rate is the rate of interest on investments for the Hazardous Substances Superfund in section 107(a) of CERCLA.

80. Checks should be made payable to the Hazardous Substances Superfund and should include the name of the site,

the site identification number (B5W5), the account number and the title of this Order. Checks should be forwarded to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

81. Copies of the transmittal letter and check should be sent simultaneously to the EPA Project Coordinator.

82. Respondent agrees to limit any disputes concerning costs to accounting errors and the inclusion of costs outside the scope of this Consent Order. Respondent shall identify any contested costs and the basis of its objection. All undisputed costs shall be remitted by Respondent in accordance with the schedule set forth above. Disputed costs shall be paid by Respondent into an escrow account while the dispute is pending. Respondent bears the burden of establishing an EPA accounting error or the inclusion of costs outside the scope of this Consent Order.

XXIII. RESERVATIONS OF RIGHTS AND REIMBURSEMENT OF OTHER COSTS

83. EPA reserves the right to bring an action against the Respondent under section 107 of CERCLA for recovery of all response costs including past costs, response costs and oversight costs, incurred by the United States at the site that are not reimbursed by the Respondent, any costs incurred in the event that EPA performs the RI/FS or any part thereof, and any

future costs incurred by the United States in connection with response activities conducted under CERCLA at this site.

84. EPA reserves the right to bring an action against Respondent to enforce the response and oversight cost reimbursement requirements of this Consent Order, to collect stipulated penalties assessed pursuant to section XIX of this Consent Order, and to seek penalties pursuant to section 109 of CERCLA, 42 U.S.C. Section 9609.

85. Except as expressly provided in this Order, each party reserves all rights and defenses it may have. Nothing in this Consent Order shall affect EPA's removal authority or EPA's response or enforcement authorities including, but not limited to, the right to seek injunctive relief, stipulated penalties, statutory penalties, and/or punitive damages.

XXIV. COVENANT NOT TO SUE

86. Following satisfaction of the requirements of this Consent Order, Respondent shall have resolved its liability to EPA for the work performed by Respondent pursuant to this Consent Order. Respondent is not released from liability, if any, for any response actions taken beyond the scope of this Order regarding removals, other operable units, remedial design/remedial action of this operable unit, or activities arising pursuant to section 121(c) of CERCLA. Except as otherwise specifically provided in this Order, in consideration

and upon Respondent's payment of the response costs specified in Section XXII of this Order, U.S. EPA covenants not to sue or to take administrative action against Respondent under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a), for recovery of response costs paid by Respondent in connection with this Order. These covenants not to sue are conditioned upon the complete and satisfactory performance by Respondent of its obligations under this Order. These covenants not to sue extend only to the Respondent and do not extend to any other person.

XIV. DISCLAIMER

87. By signing this Consent Order and taking actions under this Order, the Respondent does not admit any of EPA's Findings of Fact and Conclusions of Law. Furthermore, the participation of the Respondent in this Order shall not be considered an admission of liability and is not admissible in evidence against the Respondent in any judicial or administrative proceeding other than a proceeding by the United States, including EPA, to enforce this Consent Order or a judgment relating to it. Respondent retains its rights to assert claims against other potentially responsible parties at the site. However, the Respondent agrees not to contest the terms of this Order, or the procedures underlying or relating to it in any action brought by the United States, including EPA, to enforce its terms.

XVI. OTHER CLAIMS

88. In entering into this Order, Respondent waives any right to seek reimbursement under section 106(b) of CERCLA. Respondent also waives any right to present a claim under section 111 or 112 of CERCLA. This Order does not constitute any decision on preauthorization of funds under section 111(a)(2) of CERCLA. Respondent further waives all other statutory and common law claims against EPA, including, but not limited to, contribution and counterclaims, relating to or arising out of conduct of the RI/FS. Except as otherwise provided in this Order, Respondent reserves its claims against federal agencies other than EPA.

89. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, subsidiary or corporation not a signatory to this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, pollutants, or contaminants found at, taken to, or taken from the site.

90. Respondent shall bear its own costs and attorneys fees.

XXVII. CONTRIBUTION PROTECTION

91. The Parties agree that the Respondent is 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 Consent Order and the attached SOW. Nothing in this Consent Order precludes Parties to this Consent Order from assessing any claims, causes of action, or demands against any person not a party to this Consent Order for indemnification, contribution or cost recovery.

XXVIII. INSURANCE, AND INDEMNIFICATION

92. For the duration of this Order, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of employer's liability insurance and workmen's compensation insurance for all persons performing work on behalf of the Respondent, in furtherance of this Order.

93. At least 7 days prior to commencing any work under this Consent Order, Respondent shall certify to EPA that the required insurance has been obtained by that contractor.

94. The Respondent agrees to indemnify and hold the United States Government, its agencies, departments, agents, and employees harmless from any and all claims or causes of action arising from or on account of acts or omissions of Respondent, its employees, agents, servants, receivers, successors, or assignees, or any persons including, but not limited to, firms, corporations, subsidiaries and contractors, in carrying out activities under this Consent Order. The United States

Government or any agency or authorized representative thereof shall not be held as a party to any contract entered into by Respondent in carrying out activities under this Consent Order.

XXIX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

95. The effective date of this Consent Order shall be the date it is signed by EPA.

96. This Consent Order may be amended by mutual agreement of EPA and Respondent. Amendments shall be in writing and project coordinators do not have the authority to sign amendments to the Consent Order.

97. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by the Respondent will be construed as relieving the Respondent of its obligation to obtain such formal approval as may be required by this Order. Any deliverables, plans, technical memoranda, reports (other than progress reports), specifications, schedules and attachments required by this Consent Order are, upon approval by EPA, incorporated into this Order.

XXX. TERMINATION AND SATISFACTION

98. This Consent Order shall terminate when the Respondent demonstrates in writing and certifies to the satisfaction of EPA

that all activities required under this Consent Order, including any additional work, payment of past costs, response and oversight costs, and any stipulated penalties demanded by EPA, have been performed and EPA has approved the certification. This notice shall not, however, terminate Respondent's obligation to comply with Sections XVII, XXI, and XXII of this Consent Order.

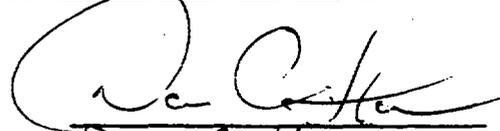
99. The certification shall be signed by a responsible official representing the Respondent. Each representative shall make the following attestation: "I certify that the information contained in or accompanying this certification is true, accurate, and complete." For purposes of this Consent Order, a responsible official is a corporate official who is in charge of a principal business function.

THE UNDERSIGNED PARTY enters into this Administrative Order On Consent in the matter of the Armco Superfund Site, AK Steel Corporation, Respondent.

FOR AK STEEL CORPORATION

4/10/02
DATE

Signature:
Name:
Title:
Address:



David C. Hosen

V.P. & G.C.

203 Curtis St.

Middleton, WI

53043

THE UNDERSIGNED PARTY enters into this Administrative Order On Consent in the matter of the Armco Superfund Site, AK Steel Corporation, Respondent.

4/31/02
Date



William E. Munoz
Superfund Division Director, Region 5
U.S. Environmental Protection Agency