

THE COURT OF COMMON PLEAS  
OTTAWA COUNTY, OHIO

GARY A. KOHLI  
CLERK OF COURTS  
OTTAWA COUNTY, OHIO

2018 APR -3 P 2:48

STATE OF OHIO *ex rel.*  
MICHAEL DEWINE  
OHIO ATTORNEY GENERAL,

CASE NO. 2016 CV H 255

JUDGE WINTERS

PLAINTIFF,

v.

HELEN M. ANGEL, et al.,

DEFENDANTS.

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CONSENT ORDER AS TO DEFENDANTS DAWN ANGEL  
AND HELEN M. ANGEL, INC.

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Plaintiff, the State of Ohio, by its Attorney General Michael DEWine (“Plaintiff”/“the State”), has filed the Complaint seeking injunctive relief and civil penalties against Defendants Helen M. Angel, Inc. and Dawn Angel (“Defendants”) to enforce the State of Ohio’s Water Pollution Control Laws under R.C. Chapter 6111 and the rules promulgated thereunder concerning Defendants’ discharge of pollutants to waters of the state from wastewater treatment plants at the White Caps Motel and RV Park, located at 2186 West Lakeshore Drive, Port Clinton, Ottawa County, Ohio, 43452; and Defendants Helen M. Angel, Inc. and Dawn Angel’s failure to comply with the terms and conditions of their National Pollutant Discharge Elimination System Permit at the Greenwood Mobile Home Park, located at 21220 West State Route 51, Genoa, Ottawa County, Ohio, 43430.

Therefore, without trial, admission, or determination of any issue of fact or law and with the consent of the Parties hereto, it is **ORDERED, ADJUDGED, AND DECREED:**

RECORDED AND JOURNALIZED

## I. DEFINITIONS

1. As used in this Consent Order, the following terms are defined:
  - a. "Defendants" means Helen M. Angel, Inc. and Dawn Angel, unless otherwise specified. The term "Defendants" does not include Janis Kuras for the purpose of these Orders.
  - b. "Director" means the Director of the Ohio Environmental Protection Agency ("Ohio EPA") or his designee.
  - c. "Parties" means Plaintiff, the State of Ohio, and Defendants, Helen M. Angel, Inc. and Dawn Angel.
  - d. "Person" means an individual, public or private corporation, business trust, estate, trust, partnership, association, federal government or any agency thereof, municipal corporation or any agency thereof, political subdivision or any agency thereof, public agency, interstate body created by compact, any other entity, and other officers, agents, employees, attorneys, and/or those in active concert or participation with any of them.
  - e. "White Caps" means the property located at 2186 West Lakeshore Drive, Port Clinton, Ottawa County, Ohio, 43452, owned by Defendant Dawn Angel.
  - f. "Greenwood MHP" means the property located at 21220 West State Route 51, Genoa, Ottawa County, Ohio, 43430, owned by Defendant Dawn Angel.
  - g. "State" means Plaintiff, the State of Ohio, including the Director, Ohio Environmental Protection Agency, or the Ohio Attorney General on behalf of the State, or any State entity.
  - h. "Order" means this Consent Order.
  - i. "Written" means a paper copy or a saved or stored electronic copy.
  - j. "WWTW" or "Treatment Plant" means wastewater treatment plant or treatment works as defined in R.C. 6111.01 and Ohio Adm.Code 3745-33-01, and the 13,000 gallons per day WWTP at White Caps; and the 6,500 gallons per day WWTP at the Greenwood MHP.

## II. JURISDICTION AND VENUE

2. The Court has jurisdiction over both the Parties and the subject matter of this action pursuant to R.C. Chapter 6111. The Complaint states a claim upon which relief can be

granted. Venue is proper in this Court. Defendants shall not challenge the Court's jurisdiction to enter or enforce this Order.

### **III. PARTIES BOUND**

3. Defendant Helen M. Angel, Inc. is an Ohio corporation with a principal place of business at 2186 Lakeshore Drive, Port Clinton, Ohio 43452.

4. Defendant Dawn Angel is an individual with a principal place of business at 2186 Lakeshore Drive, Port Clinton, Ohio 43452.

5. This Order shall apply to and be binding only upon Defendants, and, to the extent consistent with Civ. R. 65(D), on their agents, officers, employees, contractors, assigns, successors in interest, and those Persons acting in concert, privity, or participation with Defendants who receive actual or constructive notice of this Order whether by personal service, by public record filed in the county land record, or otherwise. Defendants shall provide a copy of this Consent Order to any successor in interest and to each key employee, consultant, or contractor employed to perform work referenced herein or to operate the Site.

6. This Consent Order is in settlement and compromise of disputed claims, and nothing in this Consent Order is to be construed as an admission of any facts or liability.

7. If insolvency, bankruptcy, or other failure occurs, Defendants must immediately pay the remaining unpaid balance of the total civil penalty in Section VIII of this Order.

### **IV. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS**

8. Plaintiff alleges in its Complaint that Defendants are responsible for violations of the water pollution control laws of the State of Ohio under R.C. Chapter 6111. Defendants deny all such allegations. Compliance with this Order shall constitute full satisfaction of any civil liability of Defendants to Plaintiff for the claims alleged in Plaintiff's Complaint.

9. Nothing in this Consent Order, including the imposition of stipulated civil penalties for violations of this Consent Order, shall limit the authority of the State of Ohio to:

- a) Seek any legal or equitable relief from Defendants or any other appropriate Person for any claims or violations that occurred after filing the Complaint and that are not alleged in the Complaint;
- b) Seek any legal or equitable relief or civil penalties from Defendants or any other appropriate Person for claims or violations not alleged in the Complaint;
- c) Seek legal or equitable relief or civil penalties from Defendants or any other appropriate Person for claims or conditions that occur on or exist after the entry of this Order;
- d) Enforce this Order through a contempt action or otherwise seek relief for violations of this Order; and/or
- e) Take any future legal or equitable action against any appropriate Person, including Defendants, to eliminate or mitigate conditions at Greenwood MHP or White Caps that may present a threat to public health or welfare or to the environment in derogation of applicable laws and rules, which State of Ohio has the authority to enforce.

10. This Order does not waive, abridge, settle, compromise, or otherwise impact any other claims in law or equity that the State of Ohio or other Persons may have against Defendants.

11. Except for the signatories to the Order, nothing in this Order shall constitute or be construed as satisfaction of civil liability, a covenant not to sue, and/or a release regarding the claims alleged, against any Person not a signatory to this Consent Order for any liability such non-signatory may have arising out of matters alleged in the Complaint. The State of Ohio also specifically reserves its right to sue any entity that is not a signatory to this Order.

12. Nothing in this Order shall relieve Defendants of their obligations to comply with applicable Federal, State, or local statutes, regulations, rules, or ordinances.

13. Nothing herein shall restrict the right of Defendants to raise any administrative, legal, or equitable defense with respect to such further actions reserved by the State in this Section. However, with respect to the actions reserved by the State in this Section, Defendants

shall not assert and/or maintain any defense or claim of waiver, *res judicata*, collateral estoppel, issue preclusion, claim splitting, or other defenses based on any contention that Plaintiff's claims in any subsequent judicial or administrative proceeding could or should have been brought in this case.

#### V. PERMANENT INJUNCTION

14. Defendants are permanently enjoined and ordered to comply immediately with all applicable provisions of R.C. Chapter 6111 and the rules promulgated thereunder and any permits issued under that Chapter, except as otherwise provided in this Order.

#### VI. INJUNCTIVE RELIEF AND COMPLIANCE

15. Defendants are hereby permanently enjoined and ordered to to comply with the following conditions:

##### A. GREENWOOD MHP

- i. Retain an operator of record who holds a Class A or greater Wastewater Works Operator Certificate to oversee the technical operation of and properly operate, and maintain the existing Greenwood MHP WWTW to achieve the best quality effluent possible until connection to the Village of Genoa municipal sanitary sewer is completed;
- ii. In compliance with the reporting requirements in Part III.4 of NPDES Permit No. 2PY00082\*AD, submit monthly discharge monitoring reports by the twentieth (20<sup>th</sup>) day of the following month of interest for the Greenwood MHP WWTW until connection to the Village of Genoa municipal sanitary sewer is completed;

- iii. Immediately comply with NPDES Permit No. 2PY00082\*AD, or any successor permits, for the Greenwood MHP WWTW until connection to the Village of Genoa municipal sanitary sewer is completed;
- iv. Submit a complete and approvable NPDES permit renewal application for the Greenwood MHP WWTW within 30 days of the entry of this Consent Order.
- v. Disconnect from the Greenwood MHP WWTW and tie into the Village of Genoa municipal sanitary sewer, and submit monthly status reports on efforts made toward abandonment of the Greenwood MHP WWTW and connection to the Village of Genoa municipal sanitary sewer in accordance with the following schedule:
  - a. Within **30 days** after entry of this Consent Order, contract with a professional engineer for submittal of a Permit to Install (PTI) application for sewer installation;
  - b. Within **7 days** of contracting with a professional engineer, Defendants shall notify Ohio EPA;
  - c. Within **120 days** after entry of this Consent Order, submit a complete and approvable PTI application and detail plans for the sewer installation;
  - d. Within **14 days** of receipt of notification of comments or deficiencies from Ohio EPA on the PTI application, Defendants shall provide Ohio EPA a revised application and detailed plans addressing the comments or deficiencies;
  - e. Within **7 days** of construction commencement, Defendants shall notify Ohio EPA;
  - f. Within **240 days** after entry of this Consent Order, complete construction of sewer installation in accordance with the approved PTI;
  - g. Within **7 days** of construction completion, Defendants shall notify Ohio EPA.

- h. Within **30 days** of construction completion, Defendants shall properly dispose of all wastewater and residual solids contained in the WWTW and properly demolish the WWTW.
- i. Within **7 days** of the complete demolition of the WWTW, Defendants shall notify Ohio EPA.

**B. WHITE CAPS**

- vi. Within ten (10) days of the entry of this Order, hire and retain an operator of record who holds a Class A or greater Wastewater Works Operator Certificate to oversee the technical operation, properly operate, and maintain the existing White Caps WWTWs to achieve the best quality effluent possible until connection to the City of Port Clinton regional sanitary sewer system is completed;
- vii. Disconnect and tie in the White Caps 6,5000 gallon/day WWTW to the City of Port Clinton regional sanitary sewer system in accordance with the following schedule:
  - a. Within **7 days** of construction commencement, Defendant shall notify Ohio EPA;
  - b. Within **240 days** after entry of this Order, complete construction of sewer installation in accordance with the approved PTI;
  - c. Within **7 days** of construction completion, Defendant shall notify Ohio EPA.
  - d. Within **30 days** of construction completion, Defendant shall properly dispose of all wastewater and residual solids contained in the WWTW and properly demolish the WWTW.
  - e. Within **7 days** of completion of the demolition of the WWTP, Defendant shall notify Ohio EPA.
  - f. Make reasonable accomodations for Defendant Janice Kuras to disconnect from the 1,500 gallons/day WWTW on the White Caps

property including: allowing Defendant Janice Kuras, or her contractors, access to the White Caps property for purposes of disconnecting the 1,500 gallons/day WWTW, disposing of wastewater and residual solids, demolishing the 1,500 gallon/day WWTW, and remediating the 1,500 gallon/day WWTW site;

- g. In the event Defendant Janice Kuras connects to the local sanitary sewer, but fails to complete the additional work identified in Paragraph 15 (vii)(f) above, Defendants Dawn Angel and Helen M. Angel, Inc. agree to assume responsibility for demolishing the 1,500 gallons/day WWTW on the White Caps property, properly disposing of the wastewater and residual solids, and providing reasonable remediation to the 1,500 gallon/day WWTW site within sixty (60) days.

#### **VII. SUBMITTAL OF DOCUMENTS**

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

Ohio Environmental Protection Agency  
Northwest District Office  
ATTN: DSW Supervisor  
347 N. Dunbridge Road  
Bowling Green, Ohio 43402

- 17. Defendants shall inform Ohio EPA of any change of their personal address and any change in Registered Agents' address and business addresses or telephone numbers, or the cessation of the business that is the subject of this action within fourteen (14) days of such a change.



### VIII. CIVIL PENALTY

18. Pursuant to R.C. 6111.09, it is hereby ordered that Defendants shall jointly and severally pay a civil penalty in the amount of Fifty Thousand Dollars (\$50,000) to the State of Ohio. Defendant shall pay the total civil penalty in eight (8) equal installments of Six Thousand Two Hundred Fifty Dollars (\$6,250) as follows:

- i. Within thirty (30) days of entry of this Consent Order, Defendants shall pay the first installment of six thousand two hundred fifty dollars (\$6,250);
- ii. On or before September 1, 2018, Defendants shall pay the second installment of six thousand two hundred fifty dollars (\$6,250);
- iii. On or before January 1, 2019, Defendants shall pay the third installment of six thousand two hundred fifty dollars (\$6,250);
- iv. On or before May 1, 2019, Defendants shall pay the fourth installment of six thousand two hundred fifty dollars (\$6,250).
- v. On or before September 1, 2019, Defendants shall pay the fifth installment of six thousand two hundred fifty dollars (\$6,250);
- vi. On or before January 1, 2020, Defendants shall pay the sixth installment of six thousand two hundred fifty dollars (\$6,250);
- vii. On or before May 1, 2020, Defendants shall pay the seventh installment of six thousand two hundred fifty dollar five hundred dollars (\$6,250);
- viii. On or before September 1, 2020, Defendants shall pay the eighth installment of six thousand two hundred fifty dollars (\$6,250).

19. The civil penalty payment shall be made by certified check for the amount as stated above, payable to the order of "Treasurer, State of Ohio," and delivered to Karen

Matthews, Paralegal, or her successor, at the Ohio Attorney General's Office, Environmental Enforcement Section, 25th Floor, 30 East Broad Street, Columbus, Ohio 43215.

20. If full payment is not paid as required by Defendants, the remaining unpaid balance of the total civil penalty in Paragraph 18, plus applicable interest under R.C. 131.02(D), less any amount already paid under this Order, shall become immediately due and owing. Any delinquent payments shall accrue interest at the maximum statutory rate under R.C. 5703.47 calculated from the Effective Date of this Order.

21. The State reserves the right to file a certificate of judgment lien against Defendants for the remaining unpaid balance of the total civil penalty, plus applicable interest per Paragraphs 18 and 20 above, if the full payment is not paid as specified in this Order. Defendants shall not be permitted to claim a force majeure as an excuse for any untimely payment or partial payment of an amount less than that specified in this Order.

#### **IX. STIPULATED PENALTIES**

22. In the event that Defendants fail to comply with the requirements of Section VI of this order, Defendants shall immediately and automatically be liable for and shall pay stipulated penalties under the following schedule for each failure to comply:

- a) Defendants shall pay Two Hundred Fifty Dollars (\$250.00) per day for each day of violation up to the first thirty (30) days;
- b) For each day of violation between thirty (30) days and ninety (90) days, Defendants shall pay Three Hundred Dollars (\$300.00) per day;
- c) For each day of violation greater than (90) days, Defendants shall pay Three Hundred and Fifty Dollars (\$350.00) per day.

23. Stipulated penalties due under this Consent Order shall be immediately due and owing without demand by the State and shall be paid by check or money order, payable to "Treasurer, State of Ohio" and delivered to Karen Matthews or her successor, Paralegal, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

24. Defendants' payment and Plaintiff's acceptance of such stipulated penalties under this Section shall not be construed to limit Plaintiff's authority, without exception, to seek: 1) additional relief under R.C. Chapter 6111, including civil penalties under R.C. 6111.09, for violations not resolved by this Order; 2) judicial enforcement of this Order for the violations for which a stipulated penalty was paid; or 3) sanctions for additional remedies, civil, criminal, or administrative, for new violations of applicable laws. Further, payment of stipulated penalties by Defendants shall not be an admission of liability by Defendants.

#### **IX. COMPLIANCE NOT DEPENDENT ON GRANTS OR LOANS**

25. Performance of the terms of this Order by the Defendants is not conditioned on the receipt of any private, Federal or State grants, loans, and/or funds. In addition, Defendants' performance is not excused by failing to obtain, or any shortfall of, any private, Federal or State grants, loans and/or funds or by the processing of any applications for the same.

#### **X. FACILITY ACCESS**

26. As of the Effective Date, the Ohio EPA and its representatives and contractors shall have access at reasonable times to the Property and shall have access to any other property controlled by or available to Defendants to which access is necessary to effectuate the actions required by this Order. Access shall be allowed for the purposes of conducting activities related to this Order including but not limited to:

- a. Monitoring the work or any other activities taking place at the Property;
- b. Verifying any data or information submitted to Ohio EPA;
- c. Conducting investigations relating to contamination at or near the Property;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Property;
- f. Inspecting and copying records, operating logs, contracts or other documents maintained or generated by Defendants or their agents, consistent with this Order and applicable law; or
- g. Assessing Defendant's compliance with this Order.

27. Nothing in this Order shall be construed to limit the statutory authority of the Director or his authorized representatives to enter at reasonable times upon the Facility or any other private or public property, real or personal, to inspect or investigate, obtain samples and examine or copy any records to determine compliance with R.C. Chapter 6111.

#### **XI. EFFECT OF ORDER**

28. This Order does not constitute authorization, certification, or approval of the construction, installation, modification, or operation of any water pollution source under R.C. Chapter 6111. Approval for any such certification, construction, installation, modification, or operation shall be by permit issued by Ohio EPA or other such permits as may be required by applicable federal, state, or local laws, rules or regulations.

#### **XII. MODIFICATION**

29. No modification shall be made to this Order without the written agreement of the parties and the Court.

### **XIII. MISCELLANEOUS**

30. Nothing in this Order shall affect Defendants' obligation to comply with all applicable federal, state or local laws, regulations, rules, ordinances, or orders.

31. Any acceptance by the State of Ohio of any payment, document, or other work due subsequent to the time that the obligation is due under this Order shall not relieve Defendants from the obligations created by this Order.

### **XIV. RETENTION OF JURISDICTION**

32. This Court shall retain jurisdiction for the purpose of administering and enforcing this Order.

### **XV. EFFECTIVE DATE**

33. This Order shall be effective upon the date of its entry by the Court.

### **XVI. COURT COSTS**

34. Defendants are ordered to pay all court costs of this action.

### **XVII. AUTHORITY TO ENTER INTO THE ORDER**

35. Each signatory represents and warrants he or she has been duly authorized to sign this document and is fully authorized to agree to its terms and conditions, and, in the case of a person signing on behalf of a corporate entity, may so legally bind the corporate entity to all terms and conditions in this document. By signing this Order, each signatory waives all rights of service of process for the underlying Complaint.

### **XVIII. ENTRY OF ORDER AND FINAL JUDGMENT BY CLERK**


36. Under Rule 58 of the Ohio Rules of Civil Procedure, upon signing this Order by the Court, the Clerk is directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the Clerk is directed to serve upon all Parties notice of the judgment

and its date of entry upon the journal in the manner prescribed by Civ.R. 5(B) and note the service in the appearance docket. The failure of the Clerk to serve notice does not affect the validity of this Order.

37. The parties agree and acknowledge that final approval by Plaintiff and Defendants and entry of this Order is subject to the requirements of 40 C.F.R. 123.27(d)(2)(iii), which provides for notice of the lodging of the Order, opportunity for public comment, and the consideration of any public comments. Both Plaintiff and Defendants reserve the right to withdraw this Order based on comments received during the public comment period.

**IT IS SO ORDERED.**

\_\_\_\_\_  
**DATE**

  
04/03/2018  
\_\_\_\_\_  
**JUDGE BRUCE WINTERS**

**APPROVED:**

MICHAEL DEWINE  
OHIO ATTORNEY GENERAL

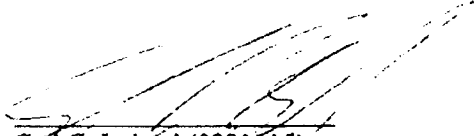
  
KELLY D. McCLOUD (0085847)

CATHERINE A. CARNEY (0096910)

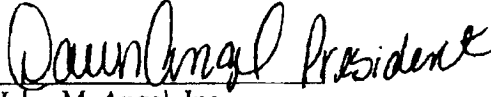
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