

Sponsor: Colby / Crabtree

RESOLUTION NO. 50-23

A RESOLUTION OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON, OHIO TO ENTER INTO A SETTLEMENT AGREEMENT WITH GOODYEAR TIRE & RUBBER COMPANY AND DECLARING AN EMERGENCY.

WHEREAS, the City of Jackson is a party to a tolling agreement with Goodyear Tire and Rubber Co. ("Goodyear") that shall expire on December 31, 2023; and

WHEREAS, the City has reached a settlement agreement with Goodyear whereby Goodyear will, at its expense, install and maintain a holding tank at the City's wastewater treatment facility and the City will accept for treatment a certain volume of leachate from the Jackson Landfill for a period of 30 years, as set forth in the Settlement Agreement between the parties; and

WHEREAS, the immediate passage of this Resolution constitutes an emergency as completion of the holding facility project and the resolution of this matter is necessary for the preservation of the public's health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

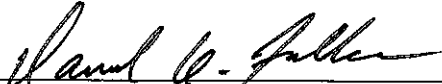
Section 1. The legislative authority of the City of Jackson hereby authorizes its Mayor to execute on its behalf, a Settlement Agreement Between The Goodyear Tire & Rubber Company and the City of Jackson, Ohio for the Jackson County Landfill Site, and this legislative authority further authorizes the City administration to give effect to all terms contained therein.

Section 2. This matter is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health or safety of the City of Jackson, Ohio, for the reasons set forth above.

Section 3. In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Resolution shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this Resolution were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, wherein meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 23rd day of October, 2023.



President of Council

ATTEST:

Cinckah
Clerk of the Legislative Authority

Approved this 23rd day of October, 2023.

BAMOYAN
Mayor

**SETTLEMENT AGREEMENT BETWEEN
THE GOODYEAR TIRE & RUBBER COMPANY
AND THE CITY OF JACKSON, OHIO
FOR THE JACKSON COUNTY LANDFILL SITE**

This agreement is made as of the date stated on the Execution Page between and among the parties (individually “Settling Party” and collectively “Settling Parties”) whose authorized representatives have executed counterparts of this agreement (hereinafter “Settlement Agreement”).

WHEREAS, The Goodyear Tire & Rubber Company (“Goodyear” as defined in Section 1.5 herein) has incurred and will continue to incur response costs at the Jackson County Landfill Site (“JCL Site” as defined in Section 1.6 herein);

WHEREAS, Goodyear entered into an agreement with the Ohio Environmental Protection Agency (“Ohio EPA”) in August 2005 wherein Goodyear agreed to perform and fund a Remedial Investigation and Feasibility Study at the JCL Site, which agreement is embodied in the Ohio EPA Director’s Final Findings and Orders for Remedial Investigation and Feasibility Study (“RI/FS DFFO” as defined in Section 1.12 herein);

WHEREAS, Goodyear entered into a subsequent agreement with Ohio EPA in December 2016 wherein Goodyear agreed to perform and fund a Remedial Design and Remedial Action at the JCL Site, which agreement is embodied in the Ohio EPA Director’s Final Findings and Orders for Remedial Design and Remedial Action (“RD/RA DFFO” as defined in Section 1.11 herein);

WHEREAS, Goodyear has asserted CERCLA contribution claims against various parties in the case styled *The Goodyear Tire & Rubber Co. v. ConAgra Foods, Inc., et al.*, No. 2:20-cv-06437-JLG-EPD (S.D. Ohio) (“JCL Site Contribution Case” as defined in Section 1.7 herein) seeking the recovery of past and future response costs with respect to the JCL Site, but has not included the City of Jackson (“City” as defined in Section 1.2 herein) in the JCL Site Contribution Case;

WHEREAS, Goodyear and the City entered into a Tolling Agreement effective December 1, 2019, as amended on December 1, 2020, December 1, 2021, July 1, 2022, and December 13, 2022, to suspend the statute of limitations applicable to defined claims in the Tolling Agreement that Goodyear may have brought against the City in order for the Settling Parties to negotiate alternative resolutions to the City’s inclusion in the JCL Site Contribution Case;

WHEREAS, the City, subject to the terms and conditions set forth in this Settlement Agreement, is willing to receive, treat and dispose the Site’s landfill leachate (“Leachate” as defined in Section 1.8) at its wastewater treatment plant (“WWTP” as defined in Section 1.18); and

WHEREAS, the City, pursuant to this Settlement Agreement, is agreeing to accept Site Leachate for a fixed period of thirty (30) years as provided below to fully and completely settle its potential liability for Covered Matters (as defined in Section 1.3.1 herein) at the JCL Site and to be indemnified from Covered Matters expect as provided in the Settlement Agreement;

WHEREAS, the Settling Parties deny all liability at the JCL Site;

NOW, THEREFORE, in consideration of the foregoing, the Settling Parties mutually agree as follows:

1. Definitions.

As used in this Settlement Agreement, all defined terms shall have the meanings set forth below:

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

1.2 City shall mean the City of Jackson, Ohio and its officers, directors, employees, predecessors, successors, affiliates, agents, legal representatives and assigns, whether pursuant to contract, by operation of law, or otherwise.

1.3.1 Covered Matters shall mean all claims for the following:

(a) all past, present, and future costs of whatever nature (including but not limited to expert and counsel fees, U.S. EPA and State of Ohio oversight costs) incurred or to be incurred by Goodyear, the City of Jackson, any other PRP or person, the United States, and the State of Ohio, related to the investigation, remediation and/or restoration of the JCL Site, including, without limitation, for Response Costs;

(b) all future Response Costs incurred by Goodyear, the City of Jackson, any other PRP or person, the United States, and the State of Ohio arising from Future Orders at the JCL Site; and

(c) any and all actual or potential claims or causes of action asserted or that could have been asserted, and any relief sought or that could have been sought, by any Settling Party, or any other party, now or in the future, in the JCL Site Contribution Case.

(d) third-party claims alleging Goodyear's negligent implementation of the RI/FS DFFO, RD/RA DFFO or any Future Orders conducted at the JCL Site.

1.3.2 Covered Matters shall not mean:

(a) any claim or liability relating to the enforcement of this Settlement Agreement;

(b) liability for claims of any nature related to any facility other than the JCL Site;

(c) any claims resulting from the City's violation of any order issued pursuant to CERCLA or State of Ohio law, rule or regulation, other than any Future Orders, as well as any violations of the City's National Pollutant Discharge Elimination System Permit issued by the State of Ohio;

1.4 Future Orders shall mean an order of Ohio EPA, the State of Ohio, U.S. EPA, the United States, or any other state or federal entity, other than the RI/FS DFFO or the RD/RA DFFO, that requires any response actions to the extent such response actions address any hazardous substances or other pollutants discharged or disposed of at the JCL Site prior to the date of the RI/FS DFFO.

1.5 Goodyear shall mean The Goodyear Tire & Rubber Company and its owners, shareholders, officers, directors, employees, successors, predecessors, affiliates, contractors and subcontractors, agents, insurers, and assigns, whether pursuant to contract, by operation of law, or otherwise; in their own right, and as assignees of all claims at the JCL Site of all other entities who settle with and assign their JCL Site claims to Goodyear.

1.6 JCL Site shall mean the former Jackson County Landfill located at 1841 Smith Bridge Road (County Road 60) in the southeast quarter of Section 13, Liberty Township, Jackson County, Ohio, as well as any area where hazardous substances that migrated from the JCL Site have come to be located. The JCL Site's latitude is 39 degrees, 4' 30" N and its longitude is 82 degrees, 40' W.

1.7 JCL Site Contribution Case shall mean the case pending in the United States District Court for the Southern District of Ohio styled *The Goodyear Tire & Rubber Co. v. ConAgra Foods, Inc., et al.*, No. 2:20-cv-06437-JLG-EPD (S.D. Ohio).

1.8 Leachate shall mean the liquid collected by the JCL Site's leachate collection system as required by the RD/RA DFFO.

1.9 Ohio EPA shall mean the Ohio Environmental Protection Agency.

1.10 PRP shall mean potentially responsible party.

1.11 RD/RA DFFO shall mean the December 19, 2016 Director's Final Findings and Orders entered into between Ohio EPA and Goodyear wherein Goodyear agreed to perform and fund a Remedial Design and Remedial Action at the JCL Site.

1.12 RI/FS DFFO shall mean the August 16, 2005 Director's Final Findings and Orders entered into between Ohio EPA and Goodyear wherein Goodyear agreed to perform and fund a Remedial Investigation and Feasibility Study at the JCL Site.

1.13 Response Costs shall mean removal and remedial response costs; costs of operation, maintenance and monitoring of any removal or remedial action; oversight costs; and any other costs of complying with any past order, the RI/FS DFFO, the RD/RA DFFO, or any Future Orders.

1.14 Settling Parties shall mean Goodyear and the City.

1.15 State shall mean the State of Ohio.

1.16 System shall mean the storage, equipment, controls and conveyance system that Goodyear will design, install, maintain and own at the City's WWTP to convey the Leachate into the WWTP for treatment and disposal.

1.17 U.S. EPA shall mean the United States Environmental Protection Agency.

1.18 WWTP shall mean the City's publicly owned wastewater treatment plant located at 225 West Wood Avenue in Jackson, Ohio.

2. Purpose.

The terms of this Settlement Agreement shall control the manner and means by which the Settling Parties will settle potential claims and causes of action by and among each other at the JCL Site pursuant to CERCLA, State law, rule or regulation, and federal and State common law, as to Covered Matters.

3. Nature of Settlement Agreement.

The Settling Parties acknowledge that the consideration tendered and received herein, the promises, undertakings and agreements made, and the execution of this Settlement Agreement, are in compromise and settlement of disputed claims and are not admissions of liability on the part of any of them, and that each of the Settling Parties is willing to perform its obligations hereunder for the purpose of resolving their differences and to avoid the burden and expense of protracted litigation relating to the Covered Matters. Neither this Settlement Agreement, nor any performance hereunder by any Settling Party, shall create any rights on behalf of any other person or entity not a party hereto. Notwithstanding the foregoing, this Settlement Agreement shall be fully admissible in any proceeding to enforce the Settling Parties' rights and obligations hereunder. Nothing in this Settlement Agreement shall be deemed to create a partnership or joint venture and/or principal and agent relationship between the Settling Parties.

4. Goodyear Obligations.

4.1 Cooperate with City. Goodyear shall provide reasonable cooperation to the City to allow the City to implement its obligations in this Settlement Agreement, including but not limited to the obligations set forth in Section 5 of this Settlement Agreement.

4.2 WWTP Equipment Installation and Maintenance. Except as provided in Section 7, Goodyear shall design, install, operate, maintain, and own the personal property constituting the System at its sole cost and expense. Goodyear and the City shall mutually agree upon the location of the System to ensure proper functioning of the System and the WWTP. Goodyear shall install and pay for the installation of an access route that Goodyear will use to transport the Leachate to the System.

4.3 Ohio EPA Permitting. Goodyear shall prepare a draft permit to install the System for the City's review and approval, and also pay for any application fees charged for the issuance of the permits and other governmental authorizations needed to install and operate the System. Goodyear also agrees to perform and pay for sampling of the Leachate prior to introduction into the System as required by the Ohio EPA permit, the frequency of such sampling currently estimated to be on a quarterly or semiannual basis. Goodyear's obligations to perform and pay for the aforementioned Leachate sampling shall not exceed quarterly sampling, with any additional sampling to be performed and paid for by the City. Once the permit and any other governmental authorizations are issued, Goodyear shall provide reasonable cooperation to the City regarding compliance with such permits and other governmental authorizations pertaining to the Leachate that are issued to the City.

4.4 Leachate Characterization and Parameters. The City acknowledges that Goodyear provided to the City three (3) sets of Leachate data and that the City has taken and analyzed its own samples of Leachate.

4.5 Conveyance Of Leachate To The City. At its sole expense, Goodyear shall collect the Leachate at the JCL Site and convey the Leachate to the System before the City introduces the Leachate into the WWTP.

5. City Obligations.

5.1 Cooperate with Goodyear. The City shall provide reasonable cooperation to Goodyear to allow Goodyear to implement its obligations in this Settlement Agreement, including but not limited to the obligations set forth in Section 4 of this Settlement Agreement.

5.2 Permit Acquisition and Compliance. In connection with Section 4.3, the City shall use its best efforts to obtain and maintain all permits and other governmental approvals that are necessary for the installation and operation of the System. The City shall provide to Goodyear any comments on draft permit applications, work plans or other documents that Goodyear may prepare for the City to submit to any governmental entity within fourteen (14) calendar days of receipt of such draft. In the event the City does not provide comments to Goodyear on the draft document during the 14-day review period, the City shall submit the documents as prepared by Goodyear to the governmental entity. The City shall bear all costs associated with the review of any governmental submissions or other requested approvals, including but not limited to the cost of City employees and third-party experts or consultants. As provided in Section 4.3, should Leachate sampling pursuant to the Ohio EPA permit be required more frequently

than on a quarterly basis, the performance and costs associated with such additional sampling shall be the responsibility of the City.

5.3 WWTP Operations and Compliance. Once Goodyear delivers the Leachate to the System, the City shall have sole responsibility for the introduction, treatment and disposal of the Leachate in the WWTP. Except for the System as provided in Section 4.2, the City shall have sole responsibility to operate, maintain, repair and perform improvement of the WWTP, for training and supervising WWTP employees, and for compliance with applicable laws, regulations and permit requirements.

5.4 Volume of Leachate. During the term of this Settlement Agreement, the City shall cause the WWTP to accept, treat and dispose of 90% of the total volume of Leachate generated at the Landfill over each calendar year in accordance with applicable laws, regulations and permit requirements. Notwithstanding the foregoing, the total volume of Leachate the City will accept, treat and dispose of in any calendar month shall not exceed 43,200 gallons. Except as otherwise provided in this Settlement Agreement, Goodyear shall have no other obligation to the City with respect to treating the Leachate or the City's other obligations under this Settlement Agreement.

5.5 Notice of Permit Deviations. The City shall notify Goodyear as promptly as possible, but in no event later than three calendar days after the City becomes aware or reasonably should have known of an exceedance of a water discharge permit deviation which the City believes may be attributable to the Leachate. A failure by City to notify Goodyear within three calendar days shall not bar a claim for remedy costs as set forth above, but to the extent that such failure should increase such costs, Goodyear shall not be responsible for such increases.

5.6 Access. Without charge to Goodyear, the City grants such rights of way, easements, or other access permission as may be required and which are within the City's jurisdiction or authority to enable Goodyear to construct, maintain and access the System at the WWTP at all times and otherwise comply with the terms of this Settlement Agreement. The City shall provide Goodyear with reasonable access at such frequency and duration as Goodyear needs to operate the System, provided that Goodyear may immediately exercise access to respond to emergency conditions presenting safety or property risk or to correct issues related to the operation and maintenance of the System.

5.7 Utilities. The City is responsible for all water and electrical costs that may be incurred to operate the System.

6. Releases, Assignments, and Covenants Not to Sue.

6.1 Releases and Covenant Not to Sue by and among the Settling Parties. Subject to Section 6.2, Goodyear releases, forever discharges and covenants not to sue the City with respect to the Covered Matters. Upon effectiveness of the release and covenant not to sue to be provided by Goodyear, as described in the previous sentence, the City covenants not to sue Goodyear or any other party including any potentially liable party, the United States, the State of Ohio, and/or the County of Jackson, Ohio, for the

recovery of costs related to the Covered Matters, except in the event that the City is first sued or administratively pursued by any such third party, and Goodyear fails to defend and indemnify the City. Nothing herein precludes or restricts the City or Goodyear from asserting any claims at any time against the other party that are not Covered Matters.

6.2 Effectiveness of Release. The release in Section 6.1 will be effective upon the first day that Goodyear delivers Leachate to the System and will remain in effect as long as the City fulfills its obligations under this Settlement Agreement.

6.3 Reservations, Limitations. In construing the scope of the releases granted in Section 6.1 above, the following reservations and limitations shall apply:

(a) Nothing in this Settlement Agreement is intended to release the joint and several liability relating in any way to the JCL Site of any person or private or public entity which is not a Settling Party under this Settlement Agreement.

(b) The Settling Parties agree that compliance with the terms of this Settlement Agreement and related agreements shall satisfy the claims of the Settling Parties against one another only for Covered Matters.

(c) The City agrees that it is accepting responsibility for, and settling for, only the persons and entities included in the definition of the City.

(d) Each Settling Party expressly reserves the right to take such actions as against any other Settling Party as may be necessary to enforce this Settlement Agreement.

6.4 Assignments.

In consideration of the mutual undertakings and benefits in this Settlement Agreement, the City hereby assigns to Goodyear any and all claims, defenses and remedies of the City against any other persons or public or private entities arising out of Covered Matters, except for past, present or future claims against any person or entity relating to insurance coverage or for contractual indemnity with respect to the City's alleged liability with respect to the JCL Site, and except for claims arising out of any failure, alleged or actual, of Goodyear to comply with the terms of any past orders at the JCL Site, the RI/FS DFFO, the RD/RA DFFO or any Future Orders, or this Settlement Agreement. The Settling Parties intend through this assignment to enable Goodyear to recover fully as allowed by law against such parties. The City agrees to provide such reasonable cooperation and assistance to Goodyear as is reasonably necessary to effectuate the intent of this Section 6.4. The City shall neither have nor incur litigation costs or attorney's fees regarding the assigned claims, nor share in any recoveries under this Section 6.4.

6.5 Claims or Actions. Claims for recovery of costs may only be asserted and actions relating to the JCL Site for recovery of costs may only be filed by Goodyear, or its individual members or assignees, who may seek to recover such

response costs from persons or private or public entities believed to be parties liable at the JCL Site pursuant to 42 U.S.C. §§ 9607(a), 9613, State law, or federal or State common law.

7. Indemnity Against Claims Arising From Covered Matters.

7.1 Indemnification. Subject to the limitation in Section 7.3 below and as long as the City is otherwise in substantial compliance with this Settlement Agreement, including, but not limited to, the City's obligation to accept Leachate to the WWTP as provided in this Settlement Agreement, Goodyear agrees to defend, indemnify, and hold harmless the City for and against or arising out of any Covered Matters or any damages to the City WWTP or WWTP property that Goodyear causes. The City shall have no right to be indemnified for its costs of defense (including the payment of attorney and expert fees and costs) unless and until, after proper notice has been provided as required in Section 7.2 below, Goodyear has refused to assume the defense of such claim.

7.2 Notification of Claims. The City agrees to reasonably notify and tender a defense to Goodyear of any claim that the City reasonably believes is subject to this Section 7, as soon as practicable following service of written notice of the claim upon the City. The City's notification to Goodyear shall be in writing and sent to Goodyear's authorized notice recipient, as listed on the signature page for this Settlement Agreement. Thereafter, Goodyear shall have the right and obligation to assume and provide any defense required under this Section within thirty (30) days of the tender by the City of such defense to Goodyear. The City agrees to cooperate with Goodyear by providing reasonable access to its relevant documents and employees related to any such claim, the costs of such cooperation being for the account of the City. The City shall not make any admission of liability on any such claim without Goodyear's approval. In the event the City fails to reasonably notify Goodyear of such a claim or otherwise does not cooperate or admits any liability without Goodyear's consent, Goodyear will not be obligated to defend, indemnify, or hold harmless the City for such claims.

7.3 Limitations on Indemnification.

The limited indemnification provisions in this Section 7 will be effective as to the Settling Parties once the System has been permitted by Ohio EPA, installed and begins to accept Leachate, and shall remain in effect as long as the City fulfills its obligations under this Settlement Agreement. Goodyear's indemnity of the City shall not apply to the extent the alleged claims, liabilities, damages or injuries of any kind or nature (including death) to all persons, whether employees or otherwise, and to property, loss, fines, judgments, penalties, expenses (including reasonable attorneys fees, expert fees and other legal expenses and amounts paid in settlement), whether or not related to any third party claim (collectively "Losses") are caused by, arise out of or are in connection with the negligence, gross negligence or willful misconduct of the City.

8. Remedies In Case of Breach.

The Settling Parties recognize that Goodyear is acting under and in accordance with the RD/RA DFFO which obligates it to undertake various actions, including collection and treatment of the Leachate, under fixed time schedules, and that it faces the imposition of stipulated penalties and other potential liabilities for failure to comply with the RD/RA DFFO. In view of the RD/RA DFFO, therefore, the Settling Parties agree to the following conditions.

(a) In the event that Goodyear breach this Settlement Agreement, the City shall have the right to seek money damages but not to rescind the Settlement Agreement or to stop accepting the Leachate. Should the City prevail in an action against Goodyear, Goodyear shall pay the costs of the action, including reasonable attorneys' fees incurred by the City, plus interest on any money damages at the rate of eight percent per annum calculated from the date of filing of the complaint.

(b) In the event that the City breaches this Settlement Agreement by refusing to continue to accept and disposal of the Leachate, Goodyear will be entitled to seek the remedy of specific performance, and the City agrees that money damages would not constitute an adequate remedy at law for Goodyear. In the event of any other breach of this Settlement Agreement by the City, Goodyear shall have the right to seek money damages. Should Goodyear prevail in an action against the City, the City shall pay the costs of the action, including reasonable attorneys' fees incurred by Goodyear, plus interest on any money damages at the rate of eight percent per annum calculated from the date of filing of the complaint.

(c) The parties agree to waive any right or claim to a jury trial in any civil action concerning claims arising out of this Settlement Agreement or its performance.

9. Denial of Liability and Reservation of Rights.

Except as expressly provided by the terms of this Settlement Agreement, this Settlement Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility, liability or fault, a waiver or release of any right or defense not specifically enumerated, or an estoppel against any Settling Party, by Settling Parties as among themselves, or by any other person not a Settling Party.

10. Future Changes In Law.

The Settling Parties recognize that currently applicable laws, regulations, and permit requirements may change as a result of future actions by the U.S. Congress, the Ohio General Assembly, U.S. EPA or Ohio EPA, and that such changes may materially adversely impact Goodyear's ability to collect and convey the Leachate or the City's ability to accept, treat and dispose of the Leachate. If that situation should occur, the Settling Parties agree to work cooperatively and in good faith with each other and with governmental or regulatory authorities to resolve those issues. The City shall not regulate or otherwise impose legal requirements upon the Leachate or its treatment or otherwise with respect to the subject matter of this Settlement Agreement except to the extent the City is required to do so by a superior governmental authority having jurisdiction.

11. Insurance.

(a) The Settling Parties do not intend hereby to make any Settlement Agreement that will prejudice any Settling Party with respect to its insurers and, by entering into this Settlement Agreement, anticipate that the actions taken pursuant to this Settlement Agreement will benefit such insurers. If any insurer makes any claim that any aspect of this Settlement Agreement provides a basis for rejection or limitation of coverage of a Settling Party, Goodyear will attempt, consistent with the settlement reflected in this Settlement Agreement and related documents, to return any Settling Party subject to such claim to a position that is satisfactory to such insurers.

(b) Goodyear shall cause its representatives performing work at the WWTP to obtain and keep in effect the following insurance during the term of this Agreement, at no cost to the City:

- i. Commercial general liability insurance with One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- ii. Worker's compensation and employer liability insurance as may be required by applicable local, state, and federal governments; and
- iii. Automobile liability insurance in the minimum amount of \$1,000,000 combined single limit.

12. Successors and Assigns.

This Settlement Agreement shall be binding upon the successors and assigns of the Settling Parties. No assignment or delegation by a Settling Party of its obligations under this Settlement Agreement or of this Settlement Agreement will release the assigning Settling Party without the prior written consent of the other Settling Party.

13. Advice of Counsel.

No Settling Party, or representative or counsel for any Settling Party, has acted as counsel for any other Settling Party with respect to such Settling Party entering into this Settlement Agreement, except as expressly engaged by such Settling Party with respect to this Settlement Agreement, and each Settling Party represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Settlement Agreement.

14. Necessary Authorizations.

The Settling Parties warrant to each other that all necessary authorizations and all other actions have been taken such that execution, delivery and performance of this Settlement Agreement and all other actions taken or to be taken in connection with this Settlement Agreement have been fully authorized.

15. Notice.

All communications to each Settling Party shall be sent to the respective Settling Party's designated representative as set forth on the Execution Page.

16. Effective Date.

The effective date of this Settlement Agreement shall be the date upon which the City executes the Settlement Agreement as noted on the Execution Page.

17. Termination of Agreement.

(a) Except as provided in Section 17(b) below, this Settlement Agreement, including but not limited to the City's obligations to accept Leachate from the JCL Site, shall remain in effect until the sooner of: (1) thirty (30) years after the Effective Date; (2) Ohio EPA or another governmental authority terminating Goodyear's obligations to collect and disposal of Leachate from the JCL Site; or (3) Goodyear providing notice to terminate the Settlement Agreement for any reason, which would result in unconditional release of claims against City.

(b) Goodyear may terminate this Settlement Agreement upon ninety (90) days advance written notice to the City. In view of the requirements of the RD/RA DFFO, the City may not terminate this Settlement Agreement until such time as Ohio EPA has notified Goodyear that Goodyear is in full compliance with all terms and conditions of the RD/RA DFFO and no longer has any obligations under the RD/RA DFFO or any similar or related requirement pertaining to Site Leachate collection and disposal.

(c) If Goodyear desires to continue to utilize the System or otherwise deliver Leachate to the WWTP after thirty (30) years after the Effective Date pursuant to Paragraph 17(a)(1) of the Settlement Agreement, the Settling Parties agree to negotiate in good faith to reach agreeable terms based on the City's then-going rate for industrial discharge users.

(d) Within a reasonable time after Goodyear ceases to utilize the System or otherwise ceases to deliver Leachate to the WWTP, Goodyear shall restore the City's property to substantially the same condition as existed immediately before the System was first installed, ordinary wear and tear excepted, and shall decommission and remove the System installed by Goodyear within a reasonable timeframe following approval of such decommissioning by the applicable governmental authorities, if necessary, all in accordance with all applicable requirements.

18. Amendments.

No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Settlement Agreement will be effective unless evidenced by an instrument in writing signed by the Settling Party against whom enforcement of such amendment, waiver or consent is sought.

19. Separability.

If any provision of this Settlement Agreement is deemed to be invalid or unenforceable, that provision shall be renegotiated and modified so as to give effect to the original intent of the Settling Parties to the maximum extent possible, and in any event the balance of this Settlement Agreement shall remain in full force and effect.

20. Survival of Representations, Warranties and Covenants.

The representations, warranties and covenants contained herein are and will be deemed and construed to be continuing representations, warranties and covenants, and will survive the dates of execution of this Settlement Agreement.

21. Separate Documents.

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Applicable Law.

For purposes of enforcement or interpretation of the provisions of this Settlement Agreement, the Settling Parties agree that the laws of the State of Ohio shall be applicable, except to the extent the Settling Parties agree, or a court determines federal law applies to questions arising under CERCLA. The Settling Parties further agree not to contest personal jurisdiction in any Ohio court of law with respect to litigation brought for such purposes.

23. Entire Agreement.

This Settlement Agreement embodies the entire agreement and understanding of the Settling Parties with respect to the subject matter herein, and supersedes any and all prior agreements, arrangements and understandings entered into with respect to the subject matter herein. This Section ~~23~~ is the last section of this Settlement Agreement.

[SIGNATURE PAGE FOLLOWS]

**SETTLEMENT AGREEMENT BETWEEN
THE GOODYEAR TIRE & RUBBER COMPANY
AND THE CITY OF JACKSON, OH
FOR THE JACKSON COUNTY LANDFILL SITE
EXECUTION PAGE**

IN WITNESS WHEREOF, the Settling Parties hereto enter into this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she has been duly authorized to enter into this Settlement Agreement by the Settling Party or entity on whose behalf it is indicated that the person is signing.

The Goodyear Tire & Rubber Company

By: _____

Dated: _____

Vice President and Chief Sustainability Officer
and Sustainability and Business Continuity

Authorized Representative for Notice:

Corporate Secretary

City of Jackson

By: *Randy Evans*

Dated: 10-23-2023

Randy Evans
Mayor

Authorized Representative for Notice:

Joseph D. Kirby
227 E. Main St.
Jackson, OH 45640

