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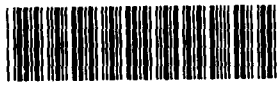

CIS 14305

CHEVRON CHEMICAL COMPANY SUPERFUND SITE
Orlando, Florida
Agreement for Past and Future UAO Response and Oversight Costs

IN THE MATTER OF:	)	Agreement for Recovery
	)	of Past and Future UAO Response &
	)	Oversight Costs
Chevron Chemical Company Superfund	)	
Site; Orlando, Florida	)	
	)	U.S. EPA Region 4
	)	CERCLA Docket No. CER-04-2004-3754
Chevron Environmental Management	)	
Company and Chevron Chemical Company,	)	
a division of Chevron U.S.A., Inc.	)	
	)	
Settling Party	)	PROCEEDING UNDER SECTION
	)	122(h)(1) OF CERCLA
	)	42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Director of the Waste Management Division by EPA Delegation No. 8-14-C, and further redelegated to the Chief of the Superfund Enforcement & Information Management Branch.

2. This Agreement is made and entered into by EPA and the Chevron Environmental Management Company and Chevron Chemical Company, a division of Chevron U.S.A., Inc., jointly (hereinafter referred to as "Settling Party"). Settling Party consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. The Chevron Chemical Company Site (Site) is located in the 3100 block of North Orange Blossom Trail (Hwy. 441), within Orange County, Orlando, Florida. The Site is bordered to the East by Orange Blossom Trail, to the West by industrial facilities, to the South by railroad tracks, and to the North by a mobile home park. Lake Fairview is located approximately

1,000 feet northwest of the property. The total area of the Site is approximately 4.39 acres.

4. The Chevron Chemical Company owned and operated the Site as a chemical-blending facility for pesticides and other crop sprays from 1950 to 1976.

5. In 1978, the Site was purchased by Mr. Robert R. Uttal, owner and operator of Central Florida Mack Truck Company.

6. Central Florida Mack Truck Company went out of business in 1987, with Mr. Uttal retaining ownership of the property. Chevron Chemical Company purchased the property from Mr. Uttal in 1994.

7. On May 13, 1994, (59 Fed. Reg. 27989), pursuant to section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B.

8. In response to a release or substantial threat of release of hazardous substances at or from the Site, Chevron commenced on April 14, 1993, a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to CERCLA and the National Contingency Plan, 40 C.F.R. § 300.430. The RI/FS was conducted by Chevron pursuant Administrative Order by Consent, EPA Docket No. 92-46-C.

9. The Remedial Investigation ("RI") Report was completed on November 12, 1994, and the Feasibility Study ("FS") Report was completed on February 9, 1995.

10. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action on July 18, 1995, in a major local newspaper of general circulation and provided opportunity for public comment on the proposed remedial action.

11. The decision by EPA on the remedial action to be implemented at the Site is embodied in a Record of Decision ("ROD"), executed on May 22, 1996, on which the State had an opportunity to comment.

12. Chevron Chemical initiated the Remedial Design/Remedial Action ("RD/RA") as directed pursuant to Unilateral Administrative Order, EPA Docket No. 97-20-C, issued on July 22, 1997.

13. EPA has incurred response costs, including oversight costs, in connection with the Settling Party's performance of the remedial action for the Site in accordance with the UAO. Chevron Chemical has paid a total of $728,581.88 for EPA's past response and oversight costs related to the Site through September 30, 2001. Since that date EPA has incurred additional response costs and anticipates that future response and oversight costs will be incurred with respect to the Settling Party's performance of work at the Site under the UAO.

14. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for outstanding Past Costs and Future Response and Oversight Costs incurred at or in connection with the Site under the UAO.

15. EPA and Settling Party desire to resolve Settling Party's alleged civil liability for Past and Future Response and Oversight Costs under the UAO without litigation and without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

16. This Agreement shall be binding upon EPA and upon Settling Party and its heirs, successors and assigns. Any change in ownership or corporate or other legal status of the Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to legally bind the party represented by him or her.

IV. DEFINITIONS

17. Unless otherwise expressly provided herein, terms used in this Agreement 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 Agreement or in any appendix attached hereto, the following definitions shall apply:

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

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, 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.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Future UAO Response and Oversight Costs" shall mean all costs, including but not limited to direct and indirect costs that EPA or the U.S. Department of Justice on behalf of EPA has incurred or will incur at or in connection with the Settling Parties' performance of work at the Site pursuant to the UAO and collection of oversight costs pertaining thereto

beginning on April 12, 2003, and continuing until the completion of all requirements under the UAO.

f. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

g. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

h. "Parties" shall mean EPA and the Settling Party.

i. "Past Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site up to and including April 11, 2003. Chevron Chemical has paid a total of $728,581.88 for EPA's past response and oversight costs related to the Site through September 30, 2001. EPA's outstanding past response and oversight costs from October 1, 2001, through April 11, 2003, total $10,832.32.

j. "Section" shall mean a portion of this Agreement identified by a roman numeral.

k. "Settling Party" shall mean both the Chevron Environmental Management Company and the Chevron Chemical Company, a division of Chevron U.S.A., Inc., jointly and severally.

l. "Site" shall mean the Chevron Chemical Company Superfund Site, encompassing approximately 4.39 acres, located at 3100 North Orange Blossom Trail in Orlando, Orange County, Florida, as generally depicted on the map attached to Appendix 3 of the UAO, EPA Docket No. 97-20-C. Notwithstanding the boundaries depicted on Appendix 3 of the UAO, the Site includes all areas to which hazardous substances released at this parcel have migrated and all areas in close proximity to the contamination that are necessary for implementation of the Work, as defined in the UAO.

m. "UAO" shall mean the Unilateral Administrative Order for Remedial Design and Remedial Action, U.S. EPA Docket No. 97-20-C, issued to Chevron Chemical Company on July 22, 1997.

n. "United States" shall mean the United States of America, including it departments, agencies and instrumentalities.

V. PAYMENT OF PAST COSTS

18. Within 30 days of receip t notice of the effective date of this Agreement as issued by EPA pursuant to Paragraph 50 herein, the Settling Party shall pay to the EPA Hazardous Substance Superfund $10,832.32 in reimbursement of Past Costs. In the event that the payment for Past Costs is not made within 30 days of the effective date of this Agreement, Settling Party shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA. The interest to be paid for Settling Party's failure to make timely payments on Past Costs shall begin to accrue on the effective date of this Agreement. Interest shall accrue at the rate specified through the date of payment. Payment of interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Party's failure to make timely payments under this Paragraph.

19. Payments shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number 04KG, and the EPA docket number for this action, and shall be sent to:

U.S. EPA, Region 4
Superfund Accounting
P.O. Box 100142
Atlanta, Georgia 30384
Attention: Collection Officer in Superfund

20. At the time of payment, Settling Party shall send a copy of the check to:

Paula V. Batchelor
Environmental Protection Specialist
U.S. EPA, Region 4
Waste Management Division
Superfund Enforcement & Information Management Branch
61 Forsyth Street, SW
Atlanta, Georgia 30303

VI. PAYMENT OF FUTURE UAO RESPONSE AND OVERSIGHT COSTS

21. Settling Party shall pay EPA all Future UAO Response and Oversight Costs not inconsistent with the NCP. On a periodic basis, EPA will send Settling Party a bill requiring payment that includes a SCORPIOS Report summarizing such costs. Settling Party shall make all payments within 30 days of receipt of each bill requiring payment as provided in Paragraphs 19 and 20 above, except as otherwise provided in Paragraph 23 of this Agreement.

22. In the event that the payments for Future UAO Response and Oversight Costs are not

made within 30 days of Settling Party's receipt of a bill, Settling Party shall pay Interest on the unpaid balance. The Interest on Future UAO Response and Oversight Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payment of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Party's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Paragraph 29.

23. Settling Party may dispute all or part of a bill for Future UAO Response and Oversight Costs submitted under this Agreement, if Settling Party alleges that EPA has made an accounting error, or costs outside the scope of this Agreement or the UAO have been included in a bill, or a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Settling Party shall pay the full amount of the uncontested costs to EPA as specified in Paragraphs 19 and 20 on or before the due date.

VII. DISPUTE RESOLUTION

24. The parties to this Agreement shall attempt to resolve, expeditiously and informally, any disagreements concerning this Agreement. If the Settling Party objects to any EPA action taken pursuant to this Agreement, including billings for Future UAO Response and Oversight Costs, the Settling Party shall notify EPA in writing of its objection within seven (7) days of receipt of notice of such action, unless the objection has been informally resolved. Settling Party shall identify any contested costs and the basis of its objections to EPA in its written notification of the objection. The dispute shall be considered to have arisen on the day when EPA receives Settling Party's written objections. Except as otherwise set forth in this Agreement, the dispute resolution procedures of this Section shall be utilized to resolve cost disputes arising with EPA under or with respect to this Agreement. Settling Party agrees to limit any disputes concerning costs to questions of whether (1) an accounting error has occurred, or (2) costs outside the scope of this Agreement or the UAO have been included in a bill, or (3) specific costs charged to the Site are inconsistent with the NCP.

25. EPA and Settling Party shall, beginning no later than seven (7) days following EPA's receipt of the Settling Party's written notice of dispute, attempt to resolve the dispute through informal negotiations. The period for informal negotiations ("Negotiation Period") shall not exceed 20 days from the time the dispute arises, unless extended. Such extension shall be at the sole discretion of EPA. EPA's decision regarding an extension of the Negotiation Period shall not constitute an EPA action subject to dispute resolution or constitute a final agency action giving rise to the right to judicial review. Any agreement reached by the parties through informal negotiations pursuant to this Section shall be in writing, signed by both parties, and shall upon the signature by the authorized signatories of both parties be incorporated into and become enforceable as a part of this Agreement.

26. If the parties are unable to reach an agreement through informal negotiations within

the Negotiation Period, then the EPA Waste Management Division Director, or his successor, shall provide a written statement of EPA's decision and the reasons supporting that decision to the Settling Party. That written decision shall be the final agency action for purposes of judicial review and shall be incorporated into and become an enforceable element of this Agreement upon receipt by the Settling Party. Unless otherwise agreed in writing by EPA, Settling Party's obligations under this Agreement, not directly in dispute, shall not be tolled by submission of any objection submitted for dispute resolution pursuant to this Agreement. Further, this Section shall not apply to actions by the United States to enforce obligations of the Settling Party that are not subject to dispute resolution pursuant to this Section.

27. All undisputed costs shall be paid within thirty (30) days of receipt of the bill, according to the schedules set forth herein. Settling Party may withhold payment of any disputed amounts during the pendency of the dispute; however, Interest shall accrue until the dispute is resolved. Should Settling Party prevail, accrued Interest will be waived. Should the Agency prevail, all costs and accrued Interest shall be paid within thirty days following Settling Party's receipt of EPA's notification of the final resolution of the dispute, that is, either its signed negotiated agreement or the written decision of the Waste Management Director's decision. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill any requirements of this Agreement that were the subject of the dispute in accordance with the negotiated agreement reached or with EPA's decision, whichever occurs. No EPA decision made pursuant to this Section shall constitute a final agency action giving rise to the right to judicial review prior to a judicial action brought by the United States to enforce the decision.

VIII. FAILURE TO COMPLY WITH AGREEMENT

28. In the event that any payment required by Sections V, VI and VII is not made when due, Interest shall accrue on the unpaid balance through the date of each such payment.

29. If any amounts due to EPA under Sections V, VI, and VII are not paid by the required date, Settling Party shall pay to EPA, as a Stipulated Penalty, in addition to the Interest required by Paragraphs 18, 22 and 27, $100 per violation per day that such payment is late by thirty days or more.

30. Stipulated Penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 19 and 20.

31. Stipulated Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Party of the violation or made a demand for payment, but need only be paid upon demand. Any stipulated penalty shall begin to accrue on the thirtieth day after payment is due and shall continue to accrue through the day the unpaid oversight costs are paid in full.

32. In addition to the Interest and Stipulated Penalty payments required by this Section

and any other remedies or sanctions available to EPA by virtue of Settling Party's failure to comply with the requirements of this Agreement, if Settling Party fails or refuses to comply with any term or condition of this Agreement, Settling Party shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

33. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of all or any portion of the Stipulated Penalties that have accrued pursuant to this Agreement.

IX. COVENANT NOT TO SUE BY EPA

34. Except as specifically provided in Paragraph 35 (Reservations of Rights by EPA), EPA covenants not to sue Settling Party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Costs and Future UAO Response and Oversight Costs. This covenant shall take effect with respect to Past Costs upon receipt by EPA of all amounts required by Section V, Paragraph 18 (Payment of Past Costs) and Section VIII, Paragraphs 28 and 29 (Failure to Comply with Agreement). This covenant shall take effect with respect to Future UAO Response and Oversight Costs upon receipt by EPA of all amounts required by Section VI, Paragraph 21 (Payment of Future UAO Oversight Costs) , Section VII, Paragraph 27 (Dispute Resolution) and Section VIII, Paragraphs 28 and 29 (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of its obligations under this Agreement. This covenant not to sue extends only to Settling Party and does not extend to any other person.

X. RESERVATIONS OF RIGHTS BY EPA

35. The covenant not to sue by EPA set forth in Paragraph 34 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Party with respect to all other matters, including but not limited to:

a. liability for failure of Settling Party to meet a requirement of this Agreement;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Costs or Future UAO Response and Oversight Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

36. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

XI. COVENANT NOT TO SUE BY SETTLING PARTY

37. Settling Party agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Costs and Future UAO Response and Oversight Costs or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement of Past Costs and Future UAO Response and Oversight Costs from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past and Future UAO Response and Oversight Costs.

38. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

39. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreement. EPA and Settling Party reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

40. EPA and Settling Party agree that the actions undertaken by Settling Party in accordance with this Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or

allegations contained in Section II of this Agreement.

41. The Parties agree that, as of the effective date of this Agreement, Settling Party is entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past and Future UAO Response and Oversight Costs.

42. Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

43. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim in any fashion, based upon any defense or claim concerning the timeliness of commencing an action for recovery of the costs in connection with the Site including a claim or defense based on the principles of laches, estoppel, or a statutory limitations period.

XIII. RETENTION OF RECORDS

44. Settling Party shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary, as directed in Section XXI of the UAO.

45. After the conclusion of the document retention period in the preceding paragraph and Section XXI of the UAO, Settling Party shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Settling Party shall deliver any such records or documents to EPA. Settling Party may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege, Settling Party shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any

other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Party shall retain all records and documents that Settling Party claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Party's favor.

46. By signing this Agreement, Settling Party certifies that, to the best of its knowledge and belief, it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XIV. NOTICES AND SUBMISSIONS

47. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Party.

As to EPA:

David S. Engle
Associate Regional Counsel
Environmental Accountability Division
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

As to Settling Party:

Karl Hoenke
Chevron Environmental Management Company
ChevronTexaco Park, Building K
6001 Bollinger Canyon Road
San Ramon, CA 94583

Richard T. Hughes, Esquire
ChevronTexaco Law Department
1111 Bagby Street, Suite 4098
Houston, TX 77002

XV. INTEGRATION

48. This Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement.

XVI. PUBLIC COMMENT

49. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

XVII EFFECTIVE DATE

50. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 49 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: Rosalind H. Brown 11-12-03

Rosalind H. Brown, Chief
Superfund Enforcement &
Information Management Branch
Waste Management Division
U.S. EPA - Region 4

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement, U.S. EPA Docket Number CER-04-2004-3754, in the matter relating to the Chevron Chemical Superfund Site located in Orlando, Florida.

FOR SETTLING PARTY:

Chevron Environmental Management Company
and Chevron Chemical Company,
a division of Chevron U.S.A., Inc.

By: _____ Date: 10/4/03

GORDON A. TURL
Name (print or type)

BUSINESS UNIT MGR/ASS'T SECY
Title