

**CERCLA SECTION 122(h)(1) AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

HOLLOWAY WASTE OIL SITE
6626 GUTHRIE ROAD, JACKSONVILLE, FLORIDA

2000 0208 59831847
04-2000-0175
FLD 980 798946

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**CERCLA SECTION 122(h) (1) AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

IN THE MATTER OF:)	AGREEMENT FOR RECOVERY
)	OF PAST RESPONSE COSTS
Holloway Waste Oil Superfund Site)	
Jacksonville, Duval County, FL)	U.S. EPA Region 4
)	CERCLA Docket No. <u>00-03-C</u>
)	
SETTLING PARTIES)	
And SETTLING FEDERAL AGENCIES:)	PROCEEDING UNDER SECTION
See Appendices A and B)	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 Program Services Branch.

2. This Agreement is made and entered into by EPA and the parties referenced in Appendix A ("Settling Parties") and Appendix B ("Settling Federal Agencies"). Each Settling Party and each Settling Federal Agency consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Holloway Waste Oil Superfund Site ("Site") located in Jacksonville, Duval County, Florida. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. The Site was identified during a routine EPA inspection in April 1995. Based on the presence of drums and tanks in various stages of deterioration, visibly stained soil, and an impoundment releasing waste oil to an off-site drainage ditch, EPA determined that removal activities were necessary.

On July 24, 1995, EPA issued an Action Memo authorizing a removal at this Site. EPA's removal activities were initiated on

August 23, 1995, and were conducted in three phases: Phase I - waste stream sampling, Phase II - transportation and disposal, and Phase III - excavation and site characterization. The removal action consisted of the removal of 166,000 gallons of contaminated waste oil, 68,000 gallons of contaminated water, and 800 yards of contaminated soils.

5. In performing this response action, EPA incurred response costs at or in connection with the Site in the amount of at least \$1,719,803.30.

6. EPA alleges that the Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred at or in connection with the Site.

7. EPA, the Settling Parties, and the Settling Federal Agencies desire to resolve the Settling Parties' and the Settling Federal Agencies' alleged civil liability for Past Response Costs without litigation and without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

8. This Agreement shall be binding upon EPA, Settling Federal Agencies, and upon the Settling Parties and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such 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 bind legally the party represented by him or her.

IV. DEFINITIONS

9. 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. "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).

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

g. "Parties" shall mean EPA, the Settling Parties, and the Settling Federal Agencies.

h. "Past Response 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 through May 21, 1999, plus accrued Interest on all such costs through such date.

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

j. "Settling Parties" shall mean those parties identified in Appendix A.

k. "Settling Parties' Group Account Date" is the date that all funds to be submitted for deposit into the Settling Parties' Group Account to fund payment required by Paragraph 10 are due to be submitted to Settling Parties' Steering Committee Chair.

l. "Site" shall mean the Holloway Waste Oil Superfund Site, encompassing approximately 1 acre, located at 6626 Guthrie Road in Jacksonville, Florida, and depicted on the map in Appendix C.

m. "Settling Federal Agencies" shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix B.

n. "United States" shall mean the United States of America, including all of its departments, agencies and instrumentalities, which includes without limitation EPA, the Settling Federal Agencies and any federal natural resource trustee.

V. REIMBURSEMENT OF RESPONSE COSTS

10. Within 30 days of the effective date of this Agreement, the Settling Parties shall pay to the EPA Hazardous Substance Superfund \$1,049,852.48 in reimbursement of Past Response Costs, plus an additional sum for Interest on that amount calculated from the date set forth in the definition of Past Response Costs through Settling Parties' Group Account Date.

11. As soon as reasonably practicable after the effective date of this Agreement, the United States, on behalf of the Settling Federal Agencies, shall:

a. Pay to the EPA Hazardous Substance Superfund \$240,000, in reimbursement of Past Response Costs.

i. If the payment to the EPA Hazardous Substances Superfund required by this subparagraph is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Agreement, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with procedures set forth in the letter agreement entitled "Agreement On Procedures To Address Consent Decree Payments By Federal PRPs to the Superfund", dated December 28, 1998.

ii. In the event that payment by the Settling Federal Agencies is not made within 120 days of the effective date of this Agreement, Interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Agreement and accruing through the date of the payment.

iii. The Parties to this Agreement recognize and acknowledge that the payment obligations of the Settling Federal Agencies under this Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

12. The payments made pursuant to Paragraphs 10 and 11 shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check(s) shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number 04LG, and the EPA docket number for this action, and shall be sent to:

U.S. EPA Region 4
Superfund Accounting
PO Box 100142
Atlanta, GA 30384
Attention: Collection Officer in Superfund

13. At the time of payment, the Settling Parties and/or Settling Federal Agencies shall send a copy of the check(s) to:

Paula V. Batchelor
EPA - Region 4
4WD-PSB/11th Floor
61 Forsyth Street, S.W.
Atlanta, GA 30303

VI. FAILURE TO COMPLY WITH AGREEMENT

14. In the event that any payment required by Paragraph 10 is not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

15. If any amounts due to EPA under Paragraph 10 are not paid by the required date, Settling Parties shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$1,000.00 per violation per day that such payment is late.

16. 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 12 and 13.

17. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

18. 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 Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with any term or condition

of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, the Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

19. The obligations of the Settling Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

20. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

VII. COVENANTS BY EPA

21. Except as specifically provided in Paragraph 23 (Reservations of Rights by EPA), EPA covenants not to sue the Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Paragraph 10 and Section VI, Paragraphs 14 (Interest on Late Payments) and 15 (Stipulated Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory performance by the Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to the Settling Parties and does not extend to any other person.

22. In consideration of the payments that will be made by the Settling Federal Agencies under the terms of this Agreement, except as specifically provided in Paragraph 23, EPA covenants not to take administrative action against the Settling Federal Agencies pursuant to Section 107(a) of CERCLA for recovery of Past Response Costs. This covenant shall take effect upon receipt of the payments required under Paragraph 11 of Section V (Reimbursement of Response Costs). This covenant is conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Agreement. This covenant extends only to the Settling Federal Agencies and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

23. The covenants by EPA set forth in Paragraph 21 and 22 do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against the Settling Parties and the Settling Federal Agencies with respect to all other matters,

including but not limited to:

a. liability for failure of the Settling Parties and the Settling Federal Agencies 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 Response 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.

24. 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.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

25. The Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

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

b. any claims arising out of the response actions at the Site for which the Past Response 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 Response Costs.

26. 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).

X. WAIVER OF CLAIMS AGAINST DE MICROMIS PARTIES

27. The Settling Parties agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if the materials contributed by such person to the Site containing hazardous substances did not exceed the greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site.

XI. COVENANT BY SETTLING FEDERAL AGENCIES

28. The Settling Federal Agencies hereby agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA §§106(b)(2), 107, 111, 112, 113, or any other provision of law with respect to Past Response Costs at the Site.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

29. Except as provided in Paragraph 27 (Waiver of Claims Against De Micromis Parties), 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. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Agreement may have under applicable law. Except as provided in Paragraph 27 (Waiver of Claims Against De Micromis Parties), EPA, each Settling Party, and each Federal Settling Agency 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.

30. EPA, the Settling Parties, and the Settling Federal Agencies agree that the actions undertaken by the Settling Parties and the Settling Federal Agencies in accordance with this Agreement do not constitute an admission of any liability by any Settling Party or Settling Federal Agency. The Settling Parties and Settling Federal Agencies do not admit, and retain 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.

31. The Parties agree that the Settling Parties and the Settling Federal Agencies are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Section 122(h)(4) of CERCLA, 42 U.S.C. § 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

32. Each 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. Each 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, each 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.

33. In any subsequent administrative or judicial proceeding initiated by the United States, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, the Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 21.

XIII. RETENTION OF RECORDS

34. Until five (5) years after the effective date of this Agreement, each 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.

35. After the conclusion of the document retention period in the preceding paragraph, the Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, the Settling Parties shall

deliver any such records or documents to EPA. The Settling Parties 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 the Settling Parties assert such a privilege, they 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. The Settling Parties shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Parties' favor.

36. The United States acknowledges that each Settling Federal Agency: (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and Section 3007 of the Resource, Conservation and Recovery Act, 42 U.S.C. § 6927.

37. By signing this Agreement, each Settling Party certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Party regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Section 104(e) of

CERCLA, 42 U.S.C. § 9604(e), and Section 3007 of the Resource, Conservation and Recovery Act, 42 U.S.C. § 6927.

XIV. NOTICES AND SUBMISSIONS

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

As to EPA:

Greg Armstrong, Enforcement Project Manager
EPA - Region 4
4WD-PSB/11th Floor
61 Forsyth Street, S.W.
Atlanta, GA 30303

Kathleen Wright, Assistant Regional Counsel
EPA - Region 4
Environmental Accountability Division
61 Forsyth Street, S.W.
Atlanta, GA 30303

As to Settling Parties:

Richard Maguire, Steering Committee Chair
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

As to Settling Federal Agencies:

Chief, Environmental Defense Section
United States Department of Justice
Environment and Natural Resources Division
P.O. Box 23986
Washington, DC 20026-3986

RE: DJ#90-11-6-05495

XV. INTEGRATION/APPENDIX

39. This Agreement and its appendices constitute 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. The following appendices are attached to and incorporated into this Agreement:

- Appendix A - Complete List of Settling Parties
- Appendix B - Complete List of Settling Federal Agencies
- Appendix C - Site Map

XVI. PUBLIC COMMENT

40. 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, EPA 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. ATTORNEY GENERAL APPROVAL

41. The Attorney General or her designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XVIII. EFFECTIVE DATE

42. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 40 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: Franklin Hill
Franklin Hill, Chief
Program Services Branch
Waste Management Division

9/17/99
[Date]

The Undersigned Settling Federal Agency enters into this Agreement in the matter relating to the Holloway Waste Oil Superfund Site located in Jacksonville, Duval County, Florida:

FOR SETTLING PARTY: Southern Division
Naval Facilities Engineering Command
2155 Eagle Drive
P. O. Box 190010
North Charleston, South Carolina 29419-9010

By:

W. H. Lewis

W.H. LEWIS
CAPTAIN, CEC, U.S.NAVY
COMMANDING OFFICER

Date:

5 Nov 1999

The Undersigned Settling Federal Agency enters into this Agreement in the matter relating to the Holloway Waste Oil Superfund Site located in Jacksonville, Duval County, Florida:

FOR SETTLING FEDERAL AGENCY:

RICHARD W. TOBIN II, Colonel, USAF
[Name]

DEPARTMENT OF THE AIR FORCE

1501 Wilson Blvd., Suite 629

Arlington, VA 22209-2403

[Address]

By: Richard W. Tobin
[Name]

NOV 16 1999

[Date]

FOR THE UNITED STATES OF AMERICA

BY:

Cherie L. Rogers

[Date]

U.S. Department of Justice

Environment and Natural Resources Division

Environmental Defense Section

The Undersigned Settling Party enters into this Agreement in the matter relating to the Holloway Waste Oil Superfund Site located in Jacksonville, Duval County, Florida:

FOR SETTLING PARTY: _____
[Name]

[Address]

By: _____
[Name]

[Date]

APPENDIX A

Settling Parties

Aamco Transmissions - 2664 U.S. Highway 1, South
Aamco Transmissions - 4005 Blanding Boulevard
AirKaman of Jacksonville, Inc.
Allied Systems, Ltd.
American Transmission & Auto Exchange Inc.
Arlington Salvage & Wrecker Co., Inc.
Ash Tisdelle, Inc.
Atlantic Dry Dock Corp.
B and K Diesel Electric Service, Inc.
Baker County Road Department and Solid Waste
Barnes Tire & Service
BellSouth Telecommunications, Inc.
Benton Express, Inc.
Berman Brothers, Inc.
Bozard Ford Company
Bridgestone/Firestone, Inc.
Brunswick Toyota
Budget Tire & Brake d/b/a Cooper Automotive Equipment
CAM Automotive, Inc.
Caterpillar Work Tools, Inc. f/k/a Balderson Inc.
Chevron USA Inc.
City of Jacksonville
Claude Nolan Cadillac Oldsmobile, Inc.
Clay County
Clay Electric Cooperative, Inc.
Crest Pontiac, Inc. d/b/a Kelly Pontiac-GMC Truck
Cross State Towing Company
Crowley Maritime Corporation
Cummins Southeastern Power, Inc.
Dison's Tire Center, Inc.
Don Barry Mustang
Driltech, Inc.
Duval Motor Company d/b/a Duval Honda
Duval Motor Company d/b/a Duval Ford
Duval Septic Tank Company
Florida East Coast Railway Company
Florida Petroleum Corporation
Florida Rock Industries, Inc.
Flynn's Hardware & Automotive, Inc.
Fordham Marine Service, Inc.
Frank Griffin Chrysler-Plymouth, Inc.
Frank Griffin Jeep-Eagle, Inc.
Georgia-Pacific Corporation
Gilman Building Products Company

Gilman Paper Company
Grady Collins d/b/a Grady's Transmissions
Griffis Transmission Shop
Haskell Company, The
Hercules, Inc.
Hertz Corporation, The
Ho-Bo Tractor Company
Hopkins Motor Co., Inc.
Howard Services, Inc.
Independent Waste Oil, Inc.
Industrial Tractor Company, Inc.
Interstate Brands Corporation
Jack Wilson Chevrolet-Buick, Inc.
Jacksonville Collision Center
Jacksonville I-10 Travel Center, Inc.
Jacksonville Port Authority
Praxair Distribution, formerly Jacksonville Welding Supply, Inc.
Jerry Hamm Chevrolet, Inc.
John L. Shadd Trucking, Inc.
Kelly Import Sales, Inc. d/b/a Kelly Mitsubishi
Kelly Lincoln-Mercury, Inc.
King's Crown Ford, Inc.
Liddy's Machine Shop, Inc.
M & W Auto Service
Mazda Motor of America, Inc. d/b/a Mazda North American Operations
Mid-FLA Hauling, Inc.
Nimnicht Cadillac Company, Inc.
North Florida Shipyards, Inc.
Northside Dodge, Inc.
O.E. Smith's & Sons, Inc.
Paul Clark Ford-Mercury, Inc.
Paul Lewis Tire
Paul Murray Oil, Inc.
Pep Boys - Manny, Moe and Jack, The
Pepsi Bottling Group
Piedmont Airlines d/b/a U.S. Airway Express
Pritchett Trucking, Inc.
Ray Marr & Sons, Inc.
Richardson Oil Company, Inc.
Ring Power Corporation
Ronnie Robinson Dodge Jeep
Ronsonet Buick-GMC Truck, Inc.
RosArc, Incorporated d/b/a University Firestone Tire Center
Rountree-Moore, Inc.
Rusty Acres Automotive, Inc.

Ryder Truck Rental, Inc.
St. Augustine Oldsmobile, Cadillac, Nissan, Inc.
Taylor Timber Company, Inc.
Terry Buick, Inc.
Texaco Refining and Marketing, Inc.
Thermo King of North Florida
Tom Bush Motors, Inc. d/b/a Mazda City of Orange Park
Tom Bush Volkswagen, Inc. d/b/a Tom Bush Regency Motors
Tomahawk Tire
Trident Equipment, Inc.
Tubel's Service Center, Inc.
U-Haul International
W.W. Carter Contracting, Inc.
Waggoners Trucking, The
Westside Dodge, Inc.

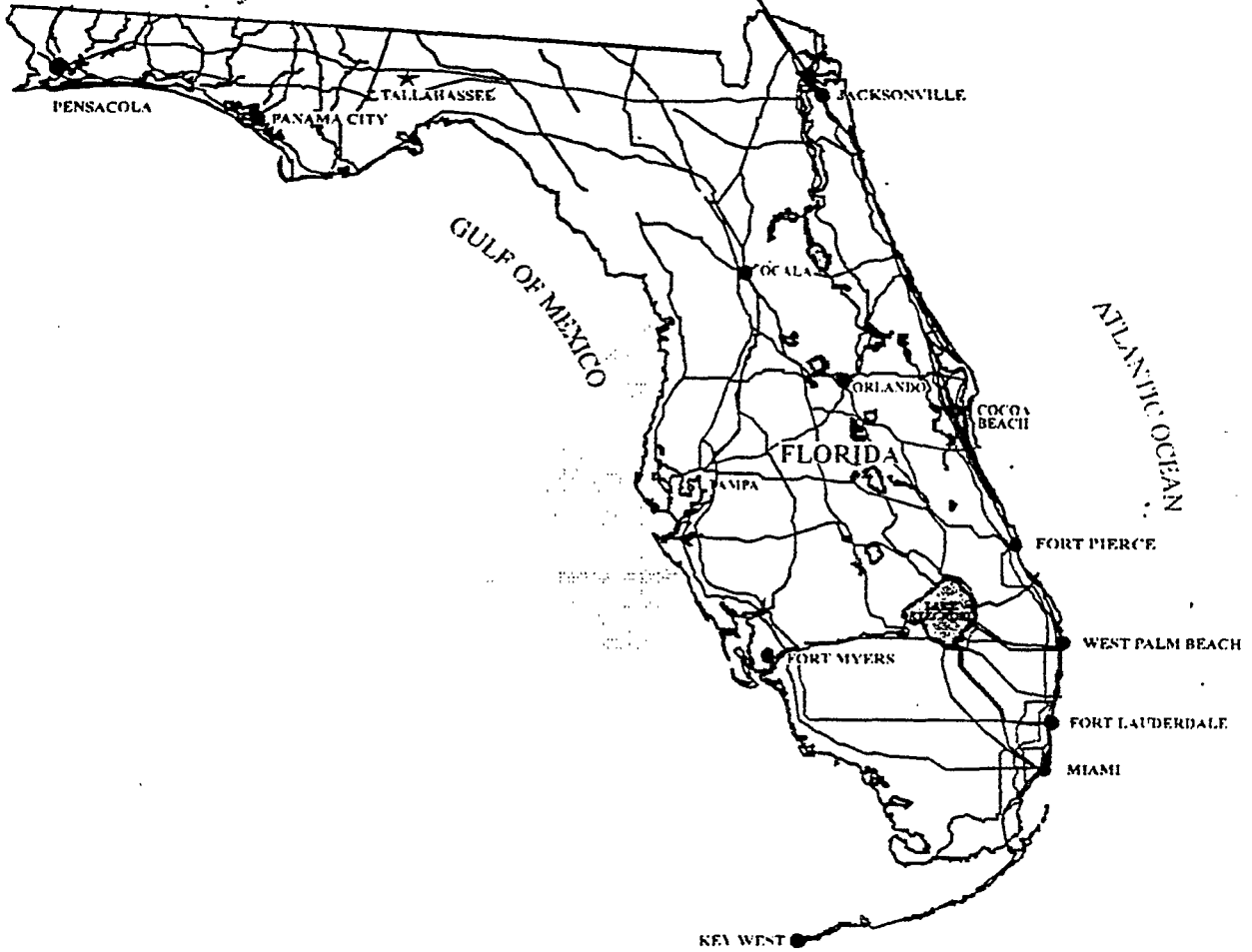
APPENDIX B

Settling Federal Agencies

Department of the Air Force (Florida Air National Guard)
Department of the Navy (Kings Bay Submarine Base)

APPENDIX C

SITE LOCATION

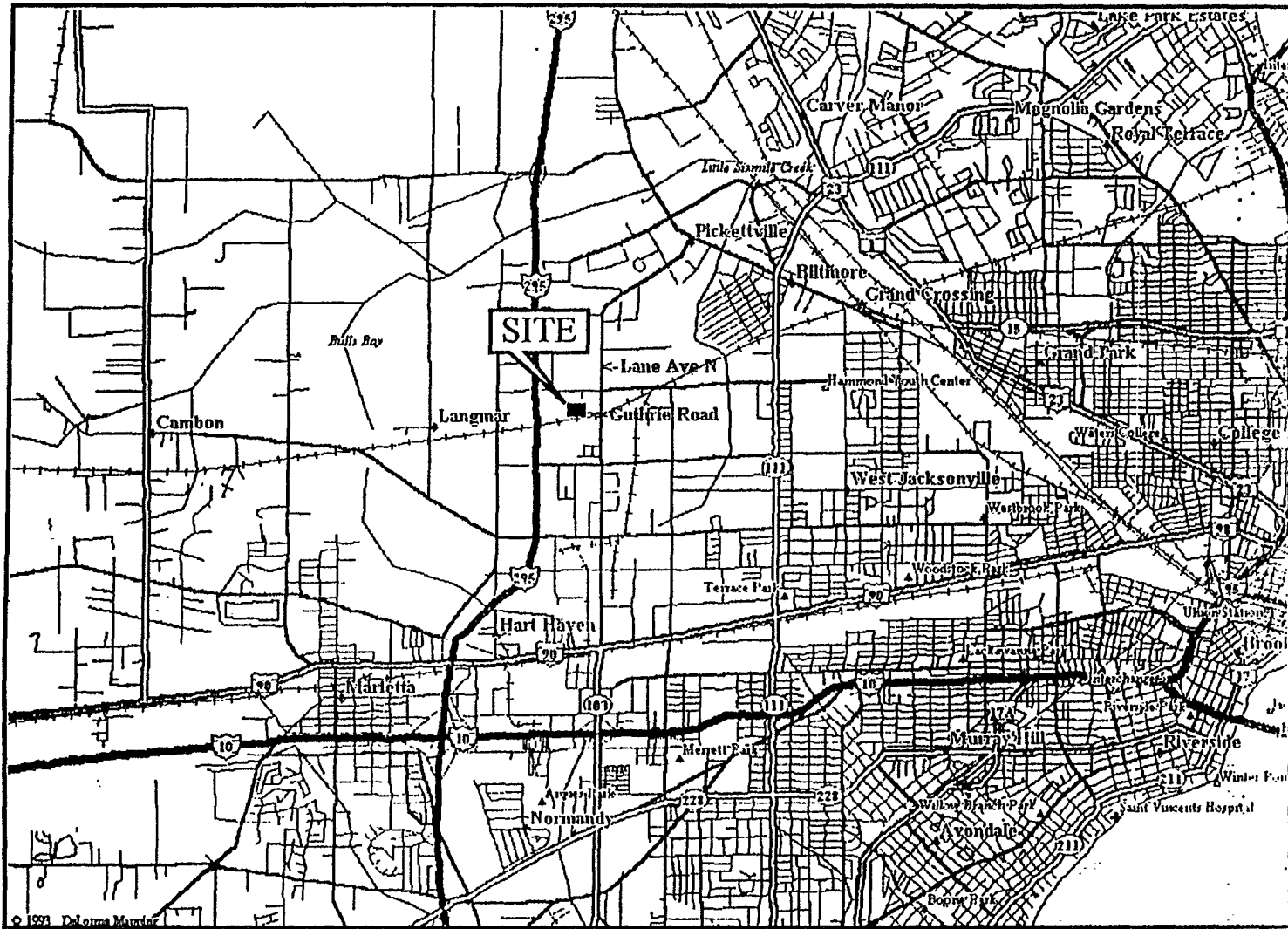


HOLLOWAY WASTE OIL
JACKSONVILLE, DUVAL COUNTY, FLORIDA
TDD No. 04-9601-0011



FIGURE 1
GENERAL SITE MAP





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 TDD No. 04-9601-0011



FIGURE 2
 SITE LOCATION MAP

