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**PETROLEUM PRODUCTS CORPORATION SUPERFUND SITE
CERCLA SECTION 122(g)(4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

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**PETROLEUM PRODUCTS CORPORATION SUPERFUND SITE
CERCLA SECTION 122(g)(4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

IN THE MATTER OF:

Petroleum Products Corporation Superfund Site
Pembroke Park, Florida

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

U.S. EPA Docket No.
CER-04-2002-3774

**DE MINIMIS
ADMINISTRATIVE ORDER
ON CONSENT**

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E, and re-delegated to the Director, Waste Management Division, EPA, Region IV, and further re-delegated to the Chief, CERCLA Program Services Branch, Waste Management Division, EPA, Region IV.

2. This Consent Order is issued to the persons, corporations, or other entities identified in Appendix A ("Respondents"). Each of the Respondents agree to undertake all applicable actions required by this Consent Order. Each of the Respondents further consent to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

3. EPA, the Florida Department of Environmental Protection ("FDEP"), and the Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. Each of the Respondents do not admit, and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties are:
 - a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for Past and Future Response Costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by private and governmental parties, thereby reducing litigation relating to the Site, subject to the reservations of rights contained in Section XI (Reservations of Rights by United States, EPA and FDEP) of this Consent Order;
 - b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties ("PRPs") from further involvement at the Site, subject to the reservations of rights contained in Section XI (Reservations of Rights by United States, EPA and FDEP) of this Consent Order;
 - c. to obtain settlement with Respondents for their fair share of Past and Future Response Costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by private and governmental parties, and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), subject to the reservations of rights contained in Section XI (Reservations of Rights by United States, EPA and FDEP) of this Consent Order and the terms of Paragraph 29 of this Consent Order; and
 - d. to enter into a final settlement with Respondents permitting them to make a cash payment to resolve their alleged civil liability for their fair share of all costs incurred at or in connection with the Site by the State of Florida's Inland Protection Trust Fund, pursuant to Fla. Stat. § 376.3071 (excluding those costs covered pursuant to Fla. Stat. § 376.3071(9)) and the State of Florida's Water Quality Assurance Trust Fund pursuant to Fla. Stat. § 376.307.

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, 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. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Consent Order and any appendix to this Consent Order, the Consent Order shall control.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, 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. "de minimis party" shall mean a party listed in Appendix B, which according to information obtained by EPA sent no more than 100,000 gallons of waste oil to the Site.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.
- f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- g. "Future Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), incurred by EPA, other governmental entities (including the State of Florida Department of Environmental Protection), private parties or any other person on or after the effective date of this Order, in relation to the Site.
- h. "Hazardous Substances" shall mean the materials described in 42 U.S.C. § 9601(14).
- i. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA 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).
- j. "Past Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), incurred by EPA, other governmental entities (including the State of Florida Department of Environmental Protection), private parties or any other person prior to the effective date of this Order, in relation to the Site.
- k. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral.
- l. "Parties" shall mean EPA, the State of Florida Department of Environmental Protection, and the Respondents.
- m. "Petroleum Products Corporation Superfund Site Special Account" (or "Site Special Account") shall mean the Site Special Account established for maintaining funds collected under this Consent Order.
- n. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A.

o. "Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

p. "Section" shall mean a portion of this Consent Order identified by a Roman numeral.

q. "Site" shall mean the Petroleum Products Corporation Superfund Site, encompassing approximately seven acres, located at 3130 Southwest 19th Street, near Pembroke Road, in Pembroke Park, Broward County, Florida and is depicted more clearly on the map attached as Appendix C.

r. "State of Florida Department of Environmental Protection or Florida Department of Environmental Protection ("FDEP")" shall mean the State of Florida Department of Environmental Protection and any successor departments, agencies or instrumentalities.

s. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

IV. STATEMENT OF FACTS

6. The PPC Site is a seven acre parcel located at 3130 Southwest 19th Street, between Pembroke Park Road and Carolina Street, in Pembroke Park, Broward County, Florida, approximately 0.2 miles west of Interstate 95 and 1.5 miles north of Dade County. From approximately 1958 until approximately 1985, the Petroleum Products Corporation operated as a collector, broker, and processor or re-refinery of waste oil. Releases and discharges of waste oil occurred in the course of plant operations resulting in soil and groundwater contamination. The United States Environmental Protection Agency ("EPA") listed the PPC Site on the National Priorities List ("NPL") in 1988.

7. Hazardous substances have been or are threatened to be released at or from the Site.

8. As a result of the release or threatened release of hazardous substances, EPA, other governmental entities (including the FDEP), and certain private parties have undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. A Remedial Investigation and Feasibility Study ("RI/FS") was conducted at the Site in 1986-88. EPA announced its first Record of Decision ("ROD") for Operable Unit #1 ("OU#1") at the Site in 1990. Following issuance of the ROD, a group of PRPs, "the PPC Superfund Site Cooperating Parties Group"¹, undertook Remedial Design and Remedial Action as part of a Consent Decree or agreement among themselves that resulted in the construction and current operation of a system that extracts both free product for disposal and groundwater for treatment and recharge to the local groundwater.

¹ In this Consent Order, the EPA refers to this group as the "PPC PRP Group".

9. In performing these response actions, EPA, the Florida Department of Environmental Protection ("FDEP"), and the PPC PRP Group have incurred and/or will continue to incur response costs at or in connection with the Site. As of May 31, 2000, the EPA had incurred approximately \$3,364,334.63 in unpaid response costs associated with the Site and the FDEP had incurred \$826,115.82 in Site response costs. In addition, the PPC PRP Group had incurred approximately \$5,191,290.09 in response costs as of July 1, 2000. However, the FDEP Early Detection Initiative ("EDI") program, through its reimbursement and pre-approval provisions, had reimbursed or paid the PPC PRP Group for \$2,578,563.14 of its response costs. A balance of \$2,612,726.95 represented the PPC PRP Group's unreimbursed Site response costs as of July 1, 2000.

10. Each Respondent listed on Appendix A, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned, possessed or generated by such Respondent or by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent.

11. The individual amount of hazardous substances contributed to the Site by each Respondent does not exceed 100,000 gallons of materials containing hazardous substances, and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. Appendix B contains a list of all de minimis parties receiving this offer and includes the number of gallons of waste oil at the Site attributed to each de minimis party.

12. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by private or governmental parties will range from 18.1 to 28.1 million dollars, depending on the final remedy selected for the Site. The payment required to be made by each Respondent pursuant to this Consent Order is a minor portion of this total amount. The total response costs include all costs incurred to date as well as the Agency's projection of the total response costs to be incurred during completion of the remedial action at the Site. The total response cost estimate includes the United States', other governmental agencies', and private party costs.

V. DETERMINATIONS

13. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

a. The Petroleum Products Corporation Superfund Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

- c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).
- e. The actual or threatened "release" caused the incurrence of response costs by EPA and other private and governmental parties.
- f. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. As to each Respondent, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

14. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby **AGREED TO AND ORDERED**:

VII. PAYMENT

15. Within 30 days of the effective date of this Consent Order, each Respondent shall pay to the "EPA Hazardous Substance Superfund" the amount set forth in Appendix B to this Consent Order that corresponds with the settlement payment option it selects pursuant to Paragraph 16 below. The time period for payment shall be extended to 60 days for any local or state governmental agency that requires additional time to comply with certain requirements of law before making any payment required by this Consent Order.

16. Each Respondent's payment includes an amount for: a) Past Response Costs incurred at or in connection with the Site, including 5.3 cents per gallon as reimbursement for FDEP's RI/FS costs; b) projected Future Response Costs to be incurred at or in connection with the Site; c) Interest on EPA's and/or the PPC PRP Group's Past Response Costs (applicable to certain parties to this Consent Order); d) a 35% late settlement fee (applicable to certain parties to this Consent Order); and e) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any

private or governmental party, will exceed the estimated total response costs upon which each Respondent's payment is based. There are two settlement options upon which payments are based:

a. Option 1:

This settlement option is based on an estimate that total Past and Future Response Costs incurred and to be incurred at or in connection with the Site will not exceed \$18,108,987.40, plus a 100% premium applied solely to the remedy costs (estimated to be \$11,305,810). **Thus, the settlement shall be reopened if total costs exceed \$29,414,797.40, or if any of the other events occur as set forth below in Section XI (Reservations of Rights by United States, EPA, and the FDEP).**

b. Option 2:

This settlement option represents a buy-out option, based on an estimate that total Past and Future Response Costs incurred and to be incurred at or in connection with the Site will not exceed \$28,111,177.40, plus a 200% premium applied solely to the remedy costs (estimated at \$21,308,000.00), subject only to a reopener if any of the events occur as set forth below in Section XI (Reservations of Rights by United States, EPA, and the FDEP).

17. a. Each payment made by a Respondent shall be made by certified or cashier's check (or a similar payment instrument that demonstrates the availability of funds) made payable to the "EPA Hazardous Substance Superfund". Each check shall reference the name and address of the Party making payment, the Site name - "Petroleum Products Corporation Superfund Site", the EPA Region and Site Spill ID Number 04 H5, 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, Attn: Superfund Collection Officer.

b. The amounts paid by Respondents pursuant to this Consent Order shall be applied as follows: a) the amount designated as "STATE COSTS" in Appendix B (De Minimis Settlement Cost Matrix) shall be paid to the FDEP; b) the amount designated as "GROUP INTEREST" in Appendix B (De Minimis Settlement Cost Matrix) shall be paid to the PPC PRP Group; and c) the remainder (including the amount designated as "LATE SETTLEMENT FEE" in Appendix B (De Minimis Settlement Cost Matrix)) shall be deposited in the existing "Petroleum Products Corporation Superfund Site Special Account", within the EPA Hazardous Substance Superfund to be retained and used to reimburse Parties to this Order and/or the PPC PRP Group for Past Response Costs and/or Interest accrued on such Site costs and/or to conduct and/or finance future response actions at or in connection with the Site.

18. At the time of payment, each Respondent shall also send notice, including a copy of its check, that such payment has been made to:

Paula V. Batchelor
CERCLA Enforcement Section
CERCLA Program Services Branch
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

VIII. FAILURE TO MAKE PAYMENT

19. If any Respondent fails to make full payment within the time required by Paragraph 15, that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraph 15, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for failure to make a timely payment.

Additionally, if any Respondent fails to make full payment as described in this subparagraph, the FDEP may, in addition to any other available remedies or sanctions, bring an action against any Respondent under the laws of the State of Florida for failure to make a timely payment.

IX. CERTIFICATION OF RESPONDENTS

20. By signing this Consent Order, each Respondent 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 known to it which relates in any way to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site and further that, based on such search, the volume upon which each Respondent's own settlement is based is not any higher than that identified in Appendix B. Moreover, a Respondent whose volume or payment has been decreased due to considerations raised during the court ordered confidential mediation and settlement proceedings may certify to the agreed upon decreased volume or reduced settlement payment amount solely for the purpose of complying with this paragraph, but such certification shall not be binding on any party in any subsequent proceeding (including proceedings under Paragraph 23);

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 it regarding the Site; and

c. 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).

X. COVENANT NOT TO SUE OR TAKE ADMINISTRATIVE ACTION BY UNITED STATES, EPA, AND THE FDEP

21. In consideration of the payments that will be made by Respondents under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by United States, EPA and FDEP), the United States, EPA, and the FDEP covenant not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Fla. Stat. §§ 376.307 and 376.3071 (except for Fla. Stat. § 376.3071(12)), for matters relating to the Site.

With respect to present and future liability, these covenants not to sue or take administrative action shall take effect for each Respondent upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent, individually, these covenants not to sue or take administrative action are conditioned upon: a) the satisfactory performance by each Respondent of all obligations under this Consent Order; and b) the veracity of the information provided to EPA by each Respondent relating to each Respondent's involvement with the Site. These covenants not to sue or take administrative action extend only to Respondents and do not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES, EPA, AND THE FDEP

22. The covenants not to sue or take administrative action by the United States, EPA and the FDEP set forth in Paragraph 21 do not pertain to any matters other than those expressly specified in Paragraph 21. The United States, EPA and the FDEP reserve, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters including, but not limited to:

- a. liability for failure to meet a requirement of this Consent Order;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments, or
- d. liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Consent Order.

23. Notwithstanding any other provision in this Consent Order, the United States, EPA and the FDEP reserve, and this Consent Order is without prejudice to the following rights: their right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered from a source of information (either newly discovered records or a witness who has not provided sworn information prior to the date of entry of this Consent Order) which indicates that Respondent *no longer qualifies as a de minimis party* at the Site, because based on new and non-duplicative information and/or data which was not already reviewed or evaluated in developing Appendix B, the Respondent contributed hazardous substances to the Site which: (i) exceed the de minimis volume cutoff of 100,000 gallons, or (ii) are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site; or

b. information is discovered from a source of information (either newly discovered records or a witness who has not provided sworn information prior to the date of entry of this Consent Order) which, for settlement based on Paragraph 16, Option 1, indicates that Respondent *still qualifies as a de minimis party* at the Site, but that based on new and non-duplicative information and/or data which was not already reviewed or evaluated in developing Appendix B, the Respondent contributed hazardous substances to the site: (i) in an amount more than 10% greater than its volume listed on Appendix B or 500 gallons (whichever is greater) or (ii) which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site. In the case of a Respondent which has elected to settle based on Paragraph 16, Option 2: (i) the additional volume must be greater than 10% of its volume shown on Appendix B or 5,000 gallons (whichever is greater) or (ii) the hazardous substances contributed to the Site by Respondent are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site; or

c. total response costs at or in connection with the Site exceed \$29,414,797.40 and the Respondent has elected the Paragraph 16a., Option 1 settlement; or

d. a Respondent has failed to comply with Paragraph 30 of this Order where a Respondent has elected the Paragraph 16a., Option 1 settlement.

XII. COVENANT NOT TO SUE BY RESPONDENTS

24. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, EPA and the FDEP or their contractors or employees with respect to the Site or this Consent Order, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund 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 Federal or State law;

b. any claims arising out of past and future response activities at the Site; and

c. any claim against the United States and/or the FDEP pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

25. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2), 40 C.F.R. 300.700(d), and Fla. Stat. §§ 376.3071, 376.30711, and 376.30713. The Respondents waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Consent Order. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

26. Respondents covenant not to sue and agree not to assert any claims or causes of action against each other, any person who is a signatory to a Consent Decree or Administrative Order by Consent with the United States relating to the Site, or any person who is contributing to the funding of work required by any such Consent Decree or Administrative Order on Consent with regard to Past and Future Response Costs for the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

27. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States, EPA, the FDEP, and Respondents each reserve 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, except as noted in Paragraph 26 above.

28. In any subsequent administrative or judicial proceeding initiated by the United States, EPA or the FDEP for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents 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 action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue or take administrative action included in Paragraph 21.

29. The Parties agree that each Respondent is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken by the United States and by private and governmental parties, and all response costs incurred and to be incurred by the United States and by private and governmental parties, at or in connection with the Site. A Respondent that fails to make payments required under this Consent Order or a Respondent to which Paragraphs 23a., c. or d. become applicable, loses the benefit of the covenants and contribution protection under this Consent Order. Moreover, a Respondent to which Paragraph 23b. becomes applicable, loses the benefit of the covenants and contribution

protection under this Consent Order if it fails to make additional payments as required by EPA under Paragraph 23.

XIV. PARTIES BOUND

30. This Consent Order shall apply to and be binding upon EPA, the FDEP, and Respondents and their heirs, successors, and assigns and any distributee or transferee of all or substantially all of their assets. Any change in ownership or corporate, Agency or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order or those responsibilities of any heir, successor, assign, or asset distributee or asset transferee. In the case of any distribution or transfer of all or substantially all of the assets of a Respondent, said Respondent shall ensure that a copy of this Order is provided to the distributee(s) or transferee(s) and shall condition any such distribution or transfer on the assumption of the Respondent's obligations under this Order. Each Respondent shall provide notice of any change of address or any change in ownership, corporate, Agency or legal status to:

Petroleum Products Corporation Superfund Site
Cooperating Parties Group
c/o Shook, Hardy & Bacon, LLP
2400 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131-4332

or any other address that each Respondent shall be notified of in writing should there be a change of address for notice purposes under this Paragraph 30. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind the party represented by him or her.

XV. INTEGRATION/APPENDICES

31. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the list of Respondents.

"Appendix B" is the De Minimis Cost Matrix containing the payment schedule and volumetric information.

"Appendix C" is the map of the Site.

XVI. PUBLIC COMMENT

32. This Consent Order 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, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

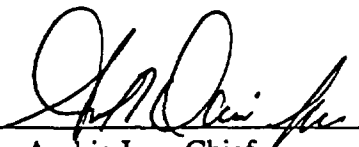
33. The Attorney General or his designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

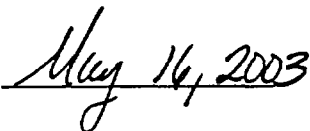
34. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 32 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency


By: 
Archie Lee, Chief

CERCLA Program Services Branch
Waste Management Division,
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

Date: 

IN THE MATTER OF:
Petroleum Products Corporation Superfund Site, Pembroke Park, Florida
De Minimis Administrative Order on Consent
U.S. EPA Docket No. CER-04-2002-3774

Florida Department of Environmental Protection

By:  Date: 9-22-02
for David Struhs, Secretary
Florida Department of Environmental Protection
2600 Blairstone Road
Tallahassee, Florida 32301

APPENDIX A
LIST OF SETTLING RESPONDENTS

PETROLEUM PRODUCTS SUPERFUND SITE/PEMBROKE PARK, FLORIDA
LIST OF SETTLING DE MINIMIS RESPONDENTS

PRP NAME	VOLUME (GALLONS)	OPTION	AMOUNT(\$)	PAYMENT SCHEDULE
Abrams Motors, Inc.	1,420	1	\$3,609.71	
Acme Dynamics, Inc. f/k/a Acme Wellp	1,150	2	\$7,053.01	
Aerial Sign Co., Inc.	45	2	\$204.43	
Art-Ron Cleaning Corp. d/b/a Carriage	75	2	\$459.99	
Arnst Motors Enterprises, Inc.	3,167	1	\$5,963.46	
Aubrey's Auto Sales, Inc.	492	1	\$1,250.69	
Bill & Dick's Auto Repair, Inc.	3,452	1	\$6,500.12	
Boca del Mar Country Club, Inc.	80	1	\$150.64	
Broward Gear & Driveline, Inc. d/b/a Ce	930	1	\$2,364.11	
Central Taxi Service, Inc. d/b/a Central	976	2	\$6,001.48	
City of Cooper City	1,100	2	\$6,746.36	
Classic Oldsmobile, Inc. f/k/a Bill Gall	150	2	\$919.96	
Collier County Public Schools	150	2	\$681.45	
Como Oil Co. of Florida	600	1	\$1,525.23	
Curcie Brothers, Inc.	12,650	2	\$58,807.76	
Dade Truck Sales, Inc.	450	1	\$1,143.92	
Delta Petroleum and Industrial, Inc.	150	1	\$381.31	
Dry Marinas, Inc.	745	1	\$2,000.27	
Duro-Trans Transmission	1,854	1	\$3,491.08	
Easy Pay Tire Stores, Inc.	1,250	1	\$2,353.75	
Eugene Harris d/b/a Harris Auto & Truc	820	1	\$1,544.06	
Foreign Auto Parts and Service, Inc.	340	1	\$864.30	
German Car Repair, Inc.	65	2	\$398.64	
Gunther Motor Company of Plantation, I	2,390	2	\$14,999.46	
Hallandale Auto Electric, Inc.	2,320	1	\$4,368.56	X
Hallet Pontiac - GMC Truck, Inc.	18,750	1	\$37,290.65	X
Hardwoods, Inc.	408	2	\$2,502.28	
Harrington & Company Inc.	150	2	\$919.96	
Harry's Auto Repair, Inc.	319	1	\$600.68	
Hayden-Royan Hollywood Ford, Inc. d/	6,581	2	\$29,998.92	
Highland Automotive Center, Inc.	787	1	\$2,000.59	
Hill York Service Corp.	833	2	\$5,108.83	
Inter City Tire Export Corp.	4,105	2	\$18,649.01	
J.D.'s Auto Repair	306	1	\$576.20	X
Jack Lyons Truck Parts, Inc.	585	1	\$1,487.09	
John's Cages Auto/Marine, Inc.	1,030	1	\$1,939.49	
Kasztner's Auto	263	1	\$668.56	
King Motor Center of Deerfield, Inc.	25,140	1	\$49,999.30	
King Motor Company of Fort Lauderdal	99,999	1	\$198,881.48	
Kirchman Oil Corp.	550	2	\$3,373.18	
Liberty Tire & Rubber, Inc.	2,048	1	\$5,498.73	X
Lighthouse Point Marina, Inc.	3,600	1	\$9,665.73	
Lyons Auto Body	100	2	\$613.31	
M.R.V. Auto, Inc. d/b/a/ Speedy Transm	680	2	\$3,089.24	
Massey-Yardley Chrysler-Plymouth, Inc	4,524	1	\$11,500.23	
Nicklas (Nichols) Sanitation	150	2	\$919.96	
One Stop Auto Supply Inc.	197	1	\$500.78	
Palm Beach Auto Imports Inc. f/k/a Flori	22,015	1	\$41,454.25	
Pan American Oil Corp.	197	1	\$500.78	
Pershing Auto Leasing, Inc.	650	2	\$4,000.01	

PETROLEUM PRODUCTS SUPERFUND SITE/PEMBROKE PARK, FLORIDA
LIST OF SETTLING DE MINIMIS RESPONDENTS

PRP NAME	VOLUME (GALLONS)	OPTION	AMOUNT(\$)	PAYMENT SCHEDULE
Port Consolidated, Inc. f/d/b/a Consolid	2,921	1	\$5,500.24	
Shaw Trucking, Inc.	200	2	\$1,226.61	
South Florida Automotive, Inc. f/d/b/a P	393	1	\$999.03	
Spitzer Dodge, Inc.	4,066	2	\$25,002.07	
Sports Cars Unlimited, Inc.	200	2	\$910.97	
Transmission King	3,444	1	\$8,809.94	X
Vic's Transmission Service, Inc.	1,736	1	\$4,440.78	
Weekley Asphalt Paving Inc.	5,358	2	\$33,626.41	
			\$646,039.04	

APPENDIX B
DE MINIMIS COST MATRIX

**Petroleum Products Superfund Site/Pembroke Park, Florida
De Minimis Settlement Cost Matrix**

PRP NAME	VOLUME (GALLONS)	PERCENT	OPTION 1 SETTLEMENT \$1.83/GAL.	OPTION 2 SETTLEMENT \$4.49/GAL.	AMOUNT PAID TO GROUP BY PRP	STATE COSTS 5.3 cents/gal	GROUP INTEREST	EPA INTEREST	PENALTY (% OF TOTAL)	TOTAL \$ DE MINIMIS OPTION 1	TOTAL \$ DE MINIMIS OPTION 2
Abrams Motors, Inc.	1,420	0.00911	2,598.60	6,375.80	0.00	75.26	0.00	0.00	35.00	3,609.71	8,708.93
Acme Dynamics, Inc. I/w/a Acme Wellpol	1,150	0.00738	2,104.50	5,163.50	0.00	60.95	0.00	0.00	35.00	2,923.36	7,053.01
Aerial Sign Co., Inc.	45	0.00029	82.35	202.05	0.00	2.38	0.00	0.00	0.00	84.73	204.43
Air-Ron Cleaning Corp. d/b/a Carriage Cl	75	0.00048	137.25	336.75	0.00	3.98	0.00	0.00	35.00	190.66	459.99
Amst Motors Enterprises, Inc.	3,167	0.02033	5,795.61	14,219.83	0.00	167.85	0.00	0.00	0.00	5,963.46	14,387.68
Boca del Mar Country Club, Inc.	80	0.00051	146.40	359.20	0.00	4.24	0.00	0.00	0.00	150.64	363.44
Broward Gear & Driveline, Inc. d/b/a Cert	930	0.00597	1,701.90	4,175.70	0.00	49.29	0.00	0.00	35.00	2,364.11	5,703.74
City of Cooper City	1,100	0.00706	2,013.00	4,939.00	0.00	58.30	0.00	0.00	35.00	2,796.26	6,746.36
Classic Oldsmobile, Inc. I/w/a Bill Gallm	150	0.00096	274.50	673.50	0.00	7.95	0.00	0.00	0.00	381.31	919.96
Coffler County Public Schools	150	0.00096	274.50	673.50	0.00	7.95	0.00	0.00	0.00	282.45	681.45
Como Oil Co. of Florida	600	0.00385	1,098.00	2,694.00	0.00	31.80	0.00	0.00	35.00	1,525.23	3,679.83
Coral Springs Lawn Mower Center, Inc	200	0.00128	366.00	898.00	0.00	10.60	0.00	0.00	0.00	376.60	908.60
Curcle Brothers, Inc.	12,650	0.08119	23,149.50	56,798.50	0.00	670.45	1,338.81	0.00	0.00	25,158.76	58,807.76
Dade Truck Sales, Inc.	450	0.00289	823.50	2,020.50	0.00	23.85	0.00	0.00	35.00	1,143.92	2,759.87
Delta Petroleum and Industrial, Inc.	150	0.00096	274.50	673.50	0.00	7.95	0.00	0.00	35.00	381.31	919.96
Duro-Trans Transmission	1,854	0.01190	3,392.82	8,324.46	0.00	98.26	0.00	0.00	0.00	3,491.08	8,422.72
Eagle Terminal Management, Inc.	10,000	0.06418	18,300.00	44,900.00	0.00	530.00	0.00	154.14	35.00	25,628.59	61,538.59
Easy Pay Tire Stores, Inc.	1,250	0.00802	2,287.50	5,612.50	0.00	66.25	0.00	0.00	0.00	2,353.75	5,678.75
Eugene Harris d/b/a Harris Auto & Truck	820	0.00526	1,500.60	3,681.80	0.00	43.46	0.00	0.00	0.00	1,544.06	3,725.26
Foreign Auto Parts and Service, Inc.	340	0.00218	622.20	1,526.60	0.00	18.02	0.00	0.00	35.00	864.30	2,085.24
Hailandale Auto Electric, Inc.	2,320	0.01489	4,245.60	10,416.80	0.00	122.96	0.00	0.00	0.00	4,368.56	10,539.78
Hallet Pontiac - GMC Truck, Inc.	18,750	0.12034	34,312.50	84,187.50	0.00	993.75	1,984.40	0.00	0.00	37,290.65	87,165.65
Harrington & Company Inc.	150	0.00096	274.50	673.50	0.00	7.95	0.00	0.00	35.00	381.31	919.96
Hill York Service Corp.	833	0.00535	1,524.39	3,740.17	0.00	44.15	0.00	0.00	35.00	2,117.53	5,108.83
Inter City Tire Export Corp.	4,105	0.02635	7,512.15	18,431.45	0.00	217.56	0.00	0.00	0.00	7,729.71	18,649.01
Jack Lyons Truck Parts, Inc.	585	0.00375	1,070.55	2,626.65	0.00	31.00	0.00	0.00	35.00	1,487.09	3,587.83
John's Cages Auto/Marine, Inc.	1,030	0.00661	1,884.90	4,624.70	0.00	54.59	0.00	0.00	0.00	1,939.49	4,679.29
King Motor Company of Fort Lauderdale	99,999	0.64179	182,998.17	448,995.51	0.00	5,299.95	10,583.36	0.00	0.00	198,881.48	464,878.82
Kirchman Oil Corp.	550	0.00353	1,006.50	2,469.50	0.00	29.15	0.00	0.00	35.00	1,398.13	3,373.18
Lighthouse Point Marina, Inc.	3,600	0.02310	6,588.00	16,164.00	0.00	190.80	381.00	0.00	35.00	9,665.73	22,593.33
Lyons Auto Body	100	0.00064	183.00	449.00	0.00	5.30	0.00	0.00	35.00	254.21	613.31
M.R.V. Auto, Inc. d/b/a/ Speedy Transmi	680	0.00436	1,244.40	3,053.20	0.00	36.04	0.00	0.00	0.00	1,280.44	3,089.24
Moody Imports, Inc. I/w/a Moody Pontiac	52,050	0.33405	95,251.50	233,704.50	0.00	2,758.65	5,508.70	0.00	35.00	139,750.45	328,662.00
Mudd Enterprises	100	0.00064	183.00	449.00	0.00	5.30	0.00	0.00	0.00	188.30	454.30
Nicklas (Nichols) Sanitation	150	0.00096	274.50	673.50	0.00	7.95	0.00	0.00	35.00	381.31	919.96
Palm Beach Auto Imports Inc. I/w/a Flori	22,015	0.14129	40,287.45	98,847.35	0.00	1,166.80	0.00	0.00	0.00	41,454.25	100,014.15
Shaw Trucking, Inc.	200	0.00128	366.00	898.00	0.00	10.60	0.00	0.00	35.00	508.41	1,226.61
Sports Cars Unlimited, Inc.	200	0.00128	366.00	898.00	0.00	10.60	0.00	2.37	0.00	378.97	910.97
Transmission King	3,444	0.02210	6,302.52	15,463.56	0.00	182.53	0.00	40.83	35.00	8,809.94	21,177.34

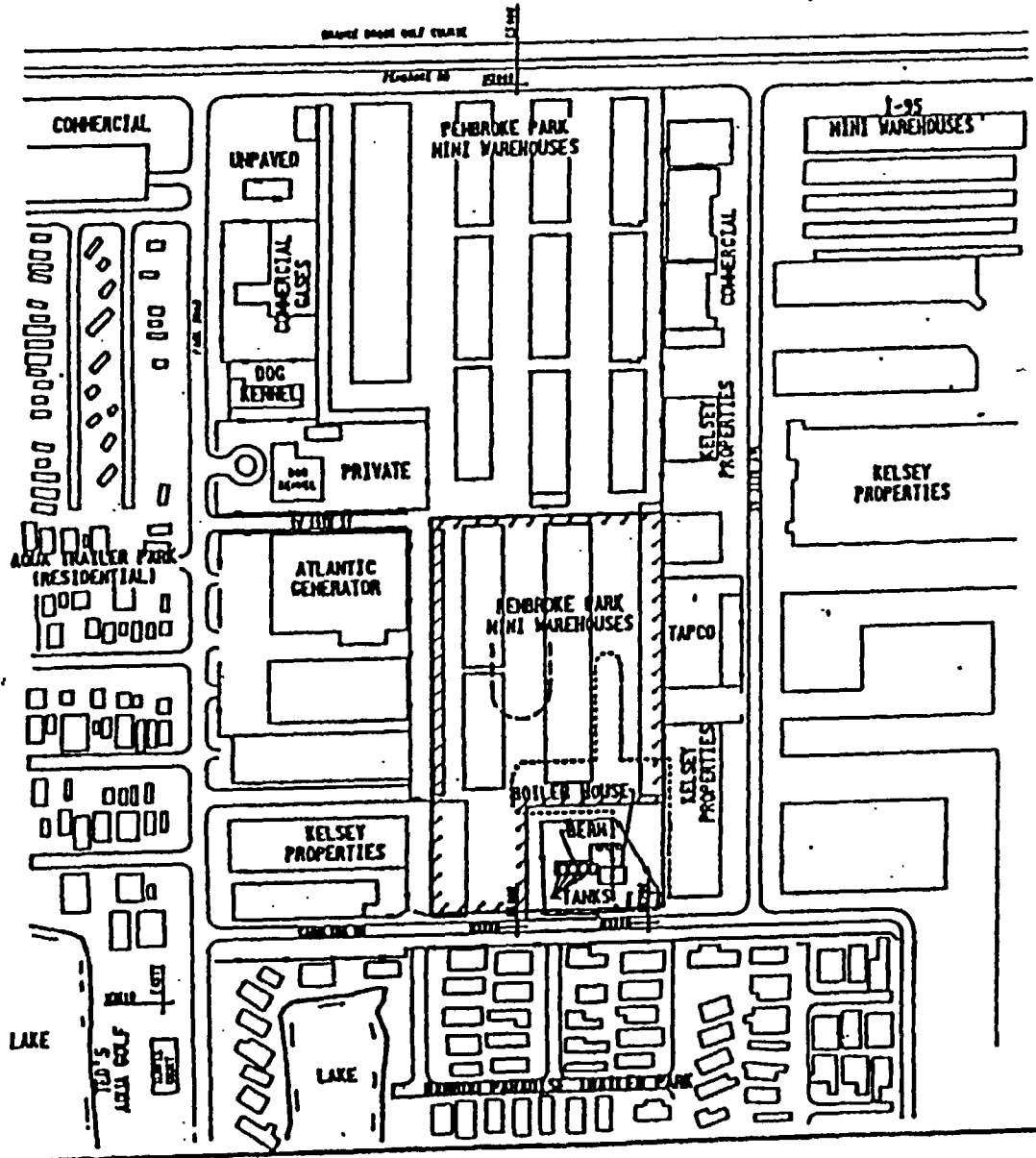
Some volumes have been reduced to reflect legal arguments raised in court ordered confidential mediation negotiations.

**Petroleum Products Superfund Site/Pembroke Park, Florida
De Minimis Settlement Cost Matrix**







PRP NAME	VOLUME (GALLONS)	PERCENT	OPTION 1 OR 2 SETTLEMENT AMT. (\$1.83/\$4.49 per Gal.)	STATE COSTS 5.3 cents/gal	GROUP INTEREST	EPA INTEREST	PENALTY (% OF TOTAL)	OPTION	TOTAL SETTLEMENT AMOUNT
A.V. Fuel Systems Co., Inc.	21,243	0.13634	\$38,874.69	1,125.88	0.00	0.00	0.00	1	\$40,000.57
Aubrey's Auto Sales, Inc.	492	0.00316	\$900.36	26.08	0.00	0.00	35.00	1	\$1,250.69
Bill & Dick's Auto Repair, Inc.	3,452	0.02215	\$6,317.16	182.96	0.00	0.00	0.00	1	\$6,500.12
Broward Truck & Equipment	24,209	0.15537	\$44,302.47	1,283.08	2,562.15	0.00	35.00	1	\$64,999.39
Central Taxi Service, Inc. d/b/a Central Cab	976	0.00626	\$4,382.24	51.73	0.00	11.57	35.00	2	\$6,001.48
Dry Marinas, Inc.	745	0.00478	\$1,363.35	39.48	78.85	0.00	35.00	1	\$2,000.27
Foreign Car Center, Inc.	391	0.00251	\$715.53	20.72	0.00	4.64	35.00	1	\$1,000.20
German Car Repair, Inc.	65	0.00042	\$291.85	3.44	0.00	0.00	35.00	2	\$398.64
Gunther Motor Company of Plantation, Inc.	2,390	0.01534	\$10,731.10	126.67	252.94	0.00	35.00	2	\$14,999.46
Hardee's Tire	538	0.00345	\$2,415.62	28.51	56.94	0.00	0.00	2	\$2,501.07
Hardwoods, Inc.	408	0.00262	\$1,831.92	21.62	0.00	0.00	35.00	2	\$2,502.28
Harry's Auto Repair, Inc.	319	0.00205	\$583.77	16.91	0.00	0.00	0.00	1	\$600.68
Hayden-Royan Hollywood Ford, Inc. d/b/a Hollywood Ford	6,581	0.04224	\$29,548.69	348.79	0.00	101.44	0.00	2	\$29,998.92
Highland Automotive Center, Inc.	787	0.00505	\$1,440.21	41.71	0.00	0.00	35.00	1	\$2,000.59
J.D.'s Auto Repair	306	0.00196	\$559.98	16.22	0.00	0.00	0.00	1	\$576.20
Kaszner's Auto	263	0.00169	\$481.29	13.94	0.00	0.00	35.00	1	\$668.58
King Motor Center of Deerfield, Inc.	25,140	0.16135	\$46,006.20	1,332.42	2,660.68	0.00	0.00	1	\$49,999.30
Liberty Tire & Rubber, Inc.	2,048	0.01314	\$3,747.84	108.54	216.75	0.00	35.00	1	\$5,498.73
Massey-Yardley Chrysler-Plymouth, Inc.	4,524	0.02903	\$8,278.92	239.77	0.00	0.00	35.00	1	\$11,500.23
One Stop Auto Supply Inc.	197	0.00126	\$360.51	10.44	0.00	0.00	35.00	1	\$500.78
Pan American Oil Corp.	197	0.00126	\$360.51	10.44	0.00	0.00	35.00	1	\$500.78
Pershing Auto Leasing, Inc.	650	0.00417	\$2,918.50	34.45	0.00	10.02	35.00	2	\$4,000.01
Port Consolidated, Inc. l/d/b/a Consolidated Oil Co. Inc.	2,921	0.01875	\$5,345.43	154.81	0.00	0.00	0.00	1	\$5,500.24
Ronbil Inc. d/b/a Metropolitan Transmission	197	0.00126	\$360.51	10.44	0.00	0.00	35.00	1	\$500.78
South Florida Automotive, Inc. l/d/b/a Parrish Auto	393	0.00252	\$719.19	20.83	0.00	0.00	35.00	1	\$999.03
Spitzer Dodge, Inc.	4,066	0.02610	\$18,258.34	215.50	0.00	48.21	35.00	2	\$25,002.07
Vic's Transmission Service, Inc.	1,736	0.01114	\$3,176.88	92.01	0.00	20.58	35.00	1	\$4,440.78
Weekley Asphalt Paving Inc.	5,358	0.03439	\$24,057.42	283.97	567.06	0.00	35.00	2	\$33,626.41


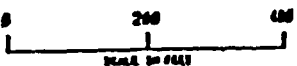
** Some volumes have been reduced to reflect legal arguments raised in court ordered confidential mediation negotiations.

APPENDIX C
SITE MAP



LEGEND

-  FENCE SURROUNDING UNPAVED PPC PROPERTY
-  SURVEY STATION LOCATION
-  BOUNDARY OF PRIMARY WASTE PIT (SOURCE: FOER)
-  APPROXIMATE BOUNDARY OF SECONDARY WASTE PIT (SOURCE: FOER)
-  PROPERTY BOUNDARY (APPROXIMATE)
-  PPC PROPERTY SOLD TO PEMBROKE PARK MINI WAREHOUSES

PETROLEUM PRODUCTS CORP. SITE	
	 <p>SCALE IN FEET</p>
	<p>NOTE: SCALE IS APPROXIMATE DUE TO SOME PHOTOGRAPHIC DISTORTION</p>