



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
CERCLA SECTION 122(h)(1) SETTLEMENT AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

Cooksey Brothers Landfill Fire Superfund Site



10759535

IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	FOR RECOVERY OF PAST
)	RESPONSE COSTS
Cooksey Brothers Landfill Fire Superfund Site)	
Ashland, Kentucky)	
)	
)	U.S. EPA Region 4
)	CERCLA Docket No.
)	CERCLA-04-2010-3765
)	
SETTLING PARTY)	PROCEEDING UNDER
)	SECTION 122(h) OF
)	CERCLA, 42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Settlement 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 in Region 4 to the Director of the Superfund Division, then to the Deputy Director of the Superfund Division, and finally to the Superfund Enforcement and Information Management Branch Chief.

2. This Settlement Agreement is made and entered into by EPA and the Settling Parties referenced in the Appendix. Settling Parties consent to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Cooksey Brothers Landfill Fire Superfund Site in Ashland, Kentucky. 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.

5. EPA's response actions consisted of the following:

a. Upon arriving at the Site, EPA encountered a large fire encompassing shredded vehicle tires that was producing a large plume of black smoke on a five-acre portion of the 30-acre landfill.

b. EPA conducted air monitoring which demonstrated exceedances of benzene, a hazardous substance.

c. Fire suppression activities were conducted in two phases: Phase One consisted of transporting soil from two nearby locations to cover the fire until it was extinguished. Phase Two consisted of excavating a trench around the perimeter of the burn to determine whether the fire had run downhill beneath the surface of the landfill. Finally, additional soil was brought in to form a thin cap over the entire burn area to ensure that flare-ups did not occur.

d. EPA's removal activities commenced on January 3, 2006, and ended January 8, 2006.

6. In performing the response actions, EPA incurred response costs at or in connection with the Site.

7. EPA alleges that 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 or to be incurred at or in connection with the Site.

8. EPA has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed \$500,000.00, excluding interest.

9. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

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

IV. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings

assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement 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. "Day" shall mean a calendar day. In computing any period of time under this Settlement 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.
- c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVI.
- 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 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). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
- f. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.
- g. "Parties" shall mean EPA and Settling Parties.
- 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 October 20, 2009, plus accrued Interest on all such costs pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) through such date.
- i. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.
- j. "Settlement Agreement" shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.
- k. "Settling Parties" shall mean the parties identified in the Appendix.

l. "Site" shall mean the Cooksey Brothers Landfill Fire Superfund Site, located at 101 W. North Big Run Road in Ashland, Kentucky. The Site is north of Interstate 64, less than one mile west of Exit 185. The site-specific geographic coordinates of the Site are 39.367388 degrees North Latitude and 82.727055 degrees West Longitude.

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

V. PAYMENT OF RESPONSE COSTS

12. Within 30 days of the Effective Date, Settling Parties shall pay to the EPA Hazardous Substance Superfund \$219,316.00, plus an additional sum for Interest on that amount calculated through the date of payment pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

13. Payment shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Parties by EPA Region 4 and shall be made payable to "EPA Hazardous Substance Superfund." Payment shall be accompanied by a statement identifying the name and address of the parties making payment, the Site name (Cooksey Brothers Landfill Fire Superfund Site), the EPA Region (4), Site/Spill ID Number (A4LH), and the EPA docket number for this action.

Settling Parties shall address the payment to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727"
Environmental Protection Agency

Such notice shall reference the site name (Cooksey Brothers Landfill Fire Superfund Site), EPA Region (4), Site/Spill ID Number (A4LH), and the EPA docket number for this action.

14. At the time of payment, Respondent shall also send notice that payment has been made to:

U.S. Environmental Protection Agency
Ms. Paula V. Painter
U.S. EPA Region 4, SD-SEIMB 11th Floor
61 Forsyth Street, SW
Atlanta, GA 30303

Such notice shall reference the site name (Cooksey Brothers Landfill Fire Superfund Site), EPA Region (4), Site/Spill ID Number (A4LH), and the EPA docket number for this action.

15. The total amount to be paid by Settling Parties pursuant to Section shall be deposited by EPA in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

16. If Settling Parties fail to make any payment required by Section V by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

17. Stipulated Penalty.

a. If any amounts due to EPA under Section V are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 16, \$500.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with the procedures set forth in Section V.

18. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified 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 payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

19. 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 Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement 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 Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including, but not limited to, costs of attorney time.

20. The obligations of Settling Parties to pay amounts owed to EPA under this Settlement 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 Settlement Agreement, the remaining Settling Parties shall be responsible for such payments.

21. 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 Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VII. COVENANT NOT TO SUE BY EPA

22. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against 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 Section V (Payment of Response Costs) and any amounts due under Section VI (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of its obligations under this Settlement Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

23. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Section VII. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Setting Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement 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 Settlement 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 Settlement Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

25. Settling Parties covenant not to sue and 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 Settlement Agreement, 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 law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the Commonwealth of Kentucky, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; 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 Settlement 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).

27. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including, but not limited to, claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site 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 all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

28. The waiver in Paragraph 27 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

- a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a

criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

29. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any person who has entered or in the future enters into a final Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

30. Except as provided in Paragraphs 27-29, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Paragraphs 27-29, each of the Parties expressly reserves any and all rights (including, but not limited to any right to contribution pursuant to Section 113 of CERCLA), 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. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. 9613 §§ (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

31. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

32. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that each Settling Party is entitled, as of the Effective Date, 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), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. §

9613(f)(3)(B), pursuant to which Settling Parties have as of the Effective Date, resolved their liability to the United States for Past Response Costs.

33. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, 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 Settlement Agreement.

34. 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 relief relating to the Site, 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 Section VII.

XI. ACCESS TO INFORMATION

35. Settling Parties shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

36. Confidential Business Information and Privileged Documents.

a. Settling Parties may assert business confidentiality claims covering part or all of the records submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Parties that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Parties.

b. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege in lieu of providing records, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a

portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

37. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. RETENTION OF RECORDS

38. Until five years after the Effective Date, Settling Party shall preserve and retain all records 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 under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

39. After the conclusion of the five-year document retention period in the preceding paragraph, Settling Party shall notify EPA at least 90 days prior to the destruction of any such records and, upon request by EPA, Settling Party shall deliver any such records to EPA. Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Party shall retain all records 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 Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

40. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIII. NOTICES AND SUBMISSIONS

41. Whenever, under the terms of this Settlement 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 Settlement Agreement with respect to EPA and Settling Parties.

As to EPA:

Karen Coleman
U.S. EPA Region 4, SD-SEIMB 11th Floor
61 Forsyth Street, SW
Atlanta, GA 30303

As to Settling Parties:

Settling Parties referenced in the Appendix.

XIV. INTEGRATION/APPENDIX

42. This Settlement Agreement and its Appendix constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following Appendix is attached to and incorporated into this Settlement Agreement: Names of the Settling Parties.

XV. PUBLIC COMMENT

43. This Settlement 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 Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

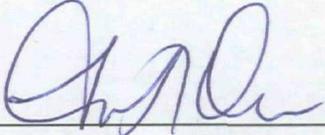
XVI. EFFECTIVE DATE

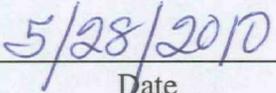
44. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 43 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: 
Anita L. Davis, Chief
Superfund Enforcement and Information
Management Branch
Superfund Division
Region 4


Date

APPENDIX

NAMES OF SETTLING PARTIES

1. Alan Stone Company
2. Appalachian Tire
3. Apple Valley Sanitation
4. Ashland Milling
5. Ashland Rent-A-Car
6. Barboursville Block Mfg.
7. James R. Berry
8. Best One/S&S Company
9. Blue Grass/Alliance Republic
10. Bowen's Body Shop
11. Breathitt County Tire and Retreading
12. C&M Giant Tire
13. C&M Environmental
14. Carey's Tire Co.
15. Chaney's Automotive and Tire
16. Charlie's Tire Sales
17. City of Ashland
18. City of Huntington
19. City of Ironton
20. City of Kenova
21. Clark's Auto Care
22. Clay Tire Sales
23. Costco Wholesale
24. County of Boone Road Department
25. County of Boyd Schools
26. County of Breathitt
27. County of Kenton
28. County of Knott
29. County of Letcher
30. County of Lewis
31. County of Magoffin
32. County of Martin
33. County of Mason
34. County of Robertson
35. Criswell Trucking
36. D&S Automotive
37. Dave's Supply Inc.
38. Dawson Sales and Service
39. Discount Tire Co. of OH
40. Don's Tires
41. Darrell Fields
42. Fred's Tires
43. Gilbert Automotive
44. Grandview Buildings & Supply
45. H&R Hauling/Rumpke
46. Hart Sanitation
47. Hughes 29th Street BP
48. Huntington Tire (Tic Toc)
49. Jackson Bros Auto Service
50. Jackson Quality Used Tires
51. Johnson Automotive
52. Charles Jordan
53. Kouns Construction
54. Lakin Environmental Industries
55. Malone's Auto Parts
56. Marshall's Auto Parts
57. Maynard's Grocery
58. McGuire & Edmonds
59. Mining Machinery
60. Mohr's Tire Farm
61. Moses Pontiac
62. Mountain Auto Parts
63. Mountain Valley Explosives
64. Ohio Power Company (Gavin Plant)
65. OK Trucking
66. Olive Hill Trucking
67. Pep-Boys
68. Perdue Environmental Contracting
69. Perry County Tire
70. Popov Trucking
71. Porter's Tire Center
72. Power Products, Inc.
73. Ross Brothers Construction

APPENDIX
NAMES OF SETTLING PARTIES

(Continued)

74. Sears
75. Service Pump & Supply
76. Sipple Brick
77. Stafford Motorsports
78. Stephens Truck & Trailer Sales, Inc.
79. Sundown Tire
80. Terry Thaxton Trucking
81. Tire Kingdom/TBC
82. Tony Kirk Trucking
83. Tri-Cities Paving
84. Walmart
85. Westaire, Inc.
86. Williams Union Boiler
87. Matthew Wooten
88. GLC Trucking, Inc.

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

Ohio Power Company, for itself and on behalf of
its facility identified as "AEP Gavin Plant"

FOR SETTLING PARTY:

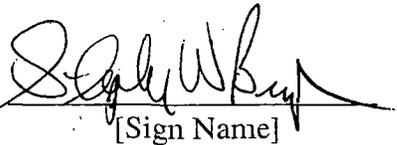
[Print Name of Company]

1 Riverside Plaza
Columbus, Ohio 43215

[Address]

[Address]

By:


[Sign Name]

Stephen W. Burge
Vice President

April 21, 2010

[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Alan Stone Co., Inc.
[Print Name of Company]

1324 Ellis Run Rd.
[Address]

Cutler, Ohio 45724
[Address]

By: *Alanda Staley* 4-6-10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Appalachian Tire Products, Inc.
[Print Name of Company]

2907 4th Ave.
[Address]

Charleston, WV 25312
[Address]

By: J. A. Dill
[Sign Name]

4/5/10
[Date]

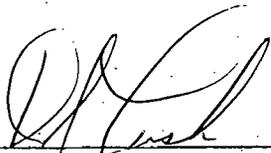
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Apple Valley Sanitation, Inc
[Print Name of Company]

P.O. Box 429
[Address]

Hazen H.M., KY 41222
[Address]

By: 
[Sign Name]

4/7/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Ashland Milling Co., Inc.
[Print Name of Company]

110 North St.
[Address]

Ashland, Ky
[Address]

By: Nancy A. Whalen
[Sign Name]

4-30-10
[Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Ashland Milling Co., Inc hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Nancy A. Wheeler
signed

4-30-10
date

Nancy A. Wheeler
printed name

Treasurer
title

110 - Ninth St.
address 1

P.O. Box 1627
address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

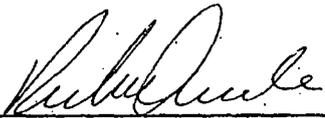
FOR SETTLING PARTY:

Ashland Rent-A-Car
[Print Name of Company]

1001 Winchester Ave
[Address]

Ashland ky 41101
[Address]

By:


[Sign Name]

4/13/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: BARBOURSVILLE BLOCK MFG. CO. INC.
[Print Name of Company]

P.O. BOX 114
[Address]

BARBOURSVILLE, WV 25504
[Address]

By: A.W. Haber
[Sign Name]

4-23-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

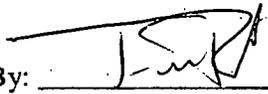
THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Republic Services of Kentucky, LLC
d/b/a Blue Grass Waste Alliance Transfer
Station and M & M Sanitation
[Print Name of Company]

18500 N. Allied Way
Phoenix, AZ 85054

[Address]

[Address]

By: 

[Sign Name]
Tim M. Benter, Vice
President

4/8/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: County of Boone, Kentucky
[Print Name of Company]

2038 Bridgette Ln., Hebron, Ky. 41048
[Address]

or

P.O. Box 83 Burlington, Ky 41005
[Address]

By: [Signature]
[Sign Name]

4/20/10
[Date]

Boone County Attorney

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Bowen's Body Shop
[Print Name of Company]

6480 Friendship, Rd.
[Address]

Catlettsburg, Ky
[Address] 41129

By: Sandy Bowen
[Sign Name]

4-29-10
[Date]

\$250
cash

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Bowen's Body Shop hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

X Sandy Bowen
signed

4-29-10
date

Sandy Bowen
printed name

owner
title

6480 Friendship Rd
address 1

Catlettsburg, Ky 41129
address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Boyd County Board of Education
[Print Name of Company]

1104 Bob McCullough Drive
[Address]

Ashland, KY 41102
[Address]

By: Edward T. Malone 4/16/2010
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

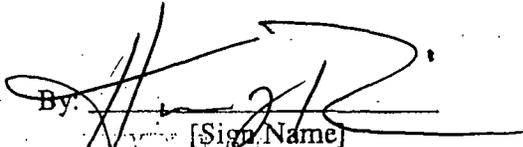
THIS SETTLEMENT AGREEMENT IS IN REFERENCE TO THE \$2,900.00 AMOUNT ATTRIBUTED TO BREATHITT COUNTY IN THE PREVIOUS SETTLEMENT AGREEMENT FOR COUNTIES.

FOR SETTLING PARTY: BREATHITT COUNTY FISCAL COURT
[Print Name of Company]

1137 Main Street, Jackson, Kentucky 41339

[Address]

[Address]

By: 

[Sign Name]

HARVEY JASON RICHARDSON

BREATHITT COUNTY JUDGE-EXECUTIVE

4-20-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: BREATHITT COUNTY TIRE
[Print Name of Company]

361 Hwy 15 South
[Address]

Jackson, Ky 41339
[Address]

By: Darrell Miller
[Sign Name]

4-14-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: C+M Environmental, Inc.
[Print Name of Company]

2301 FRANKFORT CT
[Address]

Lexington, Ky 40510
[Address]

By: Tom May
[Sign Name]

4/14/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: C'M GIANT TIRE LLC
[Print Name of Company]

980 W. NEW CIRCLE
[Address]

LEXINGTON, KY. 40511
[Address]

C'm GIANT TIRE
[Signature]
By: [Sign/Name]

04/08/2010
[Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

C.M. GIANT TIRE LLC hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Bradley J. Scott
signed

04/08/2010
date

BRADLEY J. SCOTT
printed name

TREASURER
title

980 W. New Circle Rd.
address 1

Lexington, Ky. 40511
address 2

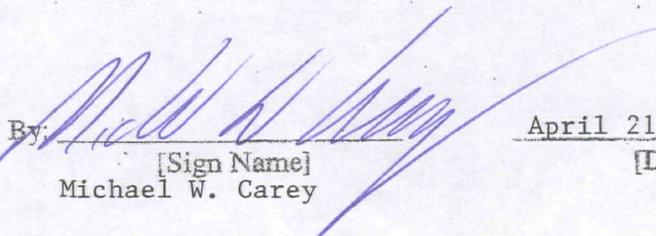
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Carey Tire and Auto Center, Inc.
dba Carey Tire Company
[Print Name of Company]

1758 N. 2nd Street
[Address]

Ironton, OH 45638
[Address]

By:  April 21, 2010
[Sign Name] [Date]
Michael W. Carey

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Chaney's Auto Inc.
[Print Name of Company]

P.O. Box 150
[Address]

Cattlettsburg Ky 41129
[Address]

By: James Chaney
[Sign Name]

4-21-10
[Date]

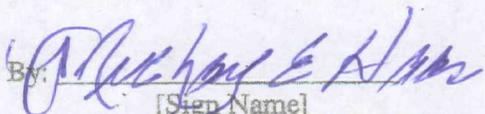
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Charlie's Tire Sales, Inc.
[Print Name of Company]

619 S. 2nd Street
[Address]

Ironton, OH 45638
[Address]

By:  4/23/10
[Sign Name] [Date]
Michael E. Haas, President

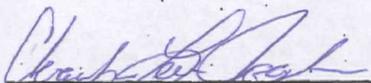
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: CHARLES LEE JORDAN
[Print Name of Company]

1408 Beth Ann Dr.
[Address]

Flatwoods Ky 41139
[Address]

By: 
[Sign Name]

4/16/2010
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: City of Ashland
[Print Name of Company]

P.O. Box 1839
1700 Greenup Ave
[Address]

Ashland, Ky 41105
[Address]

By: [Signature] 9/19/10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: City of Huntington
[Print Name of Company]

PO Box 1659
[Address]

Huntington, WV 25717
[Address]

By: Kim Wolf
[Sign Name]

4-28-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: CITY OF IRONTON, OH.
[Print Name of Company]

301 S. 3RD ST.
[Address]

IRONTON OH. 45638
[Address]

By:  04/23/10
[Sign Name] [Date]

2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: City of Kenova, WV
[Print Name of Company]

P.O. Box 268, 1501 Chestnut St.
[Address]

Kenova, WV 25530
[Address]

By: Delva C. Price, Attorney 4-27-10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Clark's Auto Care Inc.
[Print Name of Company]

2538 8th Ave
[Address]

Huntington, WV 25703
[Address]

By: Arnold Bunn
[Sign Name]

4-21-2010
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: CLAY TIRE SALES
[Print Name of Company]

1082 N. STATE RT 7
[Address]

GRAYSON, KY. 41143
[Address]

By: Ralph T. McDevitt 4-13-10
[Sign Name] [Date]
Attorney



Legal Department
Post Office Box 1839
Ashland, Kentucky 41105-1839
Telephone: (606) 327-2004
Fax: (606) 327-2055

May 13, 2010

Karen Coleman
U.S. EPA Region 4
61 Forsyth Street
Atlanta, GA 30303

RE: Cooksey Brothers – Costco Wholesale Corp

Dear Ms. Coleman:

Enclosed is the signature page for Costco Wholesale Corp. Please let me know if you have any questions.

Yours truly,

A handwritten signature in black ink that reads "Richard W. Martin". The signature is written in a cursive style with a large, prominent "R" and "M".

Richard W. Martin
Corporation Counsel

RWM/sm

Enclosure

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Costco Wholesale Corp
[Print Name of Company]

999 Lake Drive
[Address]

Issaquah, WA 98027
[Address]

By: J. W. Sell 4/22/10
[Sign Name] [Date]

As to payment of \$7,500.
B

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: COSTCO WHOLESALE CORP
[Print Name of Company]

999 Lake Drive
[Address]

Issaquah, WA 98027
[Address]

By: J. W. Sell 4/22/10
[Sign Name] [Date]

As to payment of \$7,500.
B

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Criswell Trucking Inc
[Print Name of Company]

116753 Almond Rd
[Address]

Catlettsburg, Ky 41129
[Address]

By: Bernice D. Crowl
[Sign Name]

4-20-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: D+S Automotive
[Print Name of Company]

309 Fyffest
[Address]

PO BOX 416 LOUISIA, KY 41030
[Address]

By: Harold T. Trapp
[Sign Name]

4-12-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Darrell Fields
[Print Name of Company]

Rt 7 Box 412-C
[Address]

South Charleston, WV.
[Address] 25309

By: Darrell Fields
[Sign Name]

4-7-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: DAVE'S Supply INC
[Print Name of Company]

RT 5 Box 1475
[Address]

SANDY HOOK, KY 41171
[Address]

By: Jed and Becky 4/22/10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

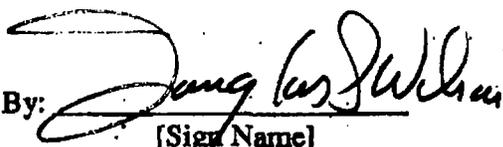
THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY:

DISCOUNT TIRE CO. OF OHIO, INC.
[Print Name of Company]

20225 N. SCOTTSDALE RD.
[Address]

SCOTTSDALE AZ 85259
[Address]

By:  5-5-2010
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: DWS TILES
[Print Name of Company]

275 Ridgeway St
[Address]

Ceal Grove #45235
[Address]

By: Ronald Thompson
[Sign Name]

4/16/10
[Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Donald Thompson Trus Tires hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Donald R Thompson
signed

4/16/10
date

Donald R. Thompson
printed name

owner
title

213 Ridgeway ST Coal Grove OH 45638
address 1

address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: FRED'S TIRES
[Print Name of Company]

288 BARRINGTON DR,
[Address]

WESTERVILLE,
OHIO 43082
[Address]

By: *Michael A. [Signature]*
[Sign Name]

APRIL 23, 2010
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY:

B.L.C. Trucking, Ltd.
[Print Name of Company]

8720 Tennyson, Wheelersburg, Oh
[Address] 45694

[Address]

By [Signature]
[Sign Name]

4/30/10
[Date]

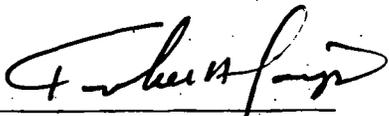
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Gilbert Automotive & Performance
[Print Name of Company]

P.O. Box 1237
[Address]

Gilbert W 25621
[Address]

By:  4-30-2010
[Sign Name] [Date]

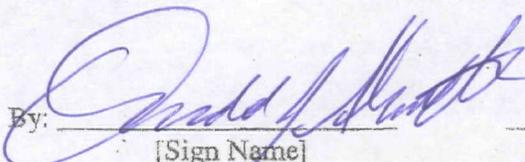
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Grandview Buildings & Supply, Inc.
[Print Name of Company]

P.O. Box 457
[Address]

South Point, OH 45680
[Address]

By:  4/23/10
[Sign Name] [Date]
Donald J. Ashworth, President

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Rumpke of Kentucky, Inc. (owner of ASSETS of H & R ~~Sanitary~~ ^{hauling})
[Print Name of Company]

10795 Hughes Road
[Address]

Cincinnati Ohio 45251
[Address]

By: James E. [Signature]
[Sign Name]

4/19/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: HART SANitation Inc
[Print Name of Company]

2419 Center St
[Address]

Catlettsburg, Ky
[Address]

By: Sherry Hart
[Sign Name]

4-28-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY:

Hughes 29th Street BP
[Print Name of Company]

833 29th Street
[Address]

Ashland, Ky. 41101
[Address]

By: Paul Hughes April 30, 2010
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Jackson Brothers Auto Svc. Inc.
[Print Name of Company]

903 Public Way
[Address]

Louisa, Ky. 41230
[Address]

By: [Signature] 4-16-10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Jackson Quality used Tires
[Print Name of Company]

Rt Box 465
[Address]

Fort Gay WV
[Address]

By: Tommy Johnson 4/26/10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

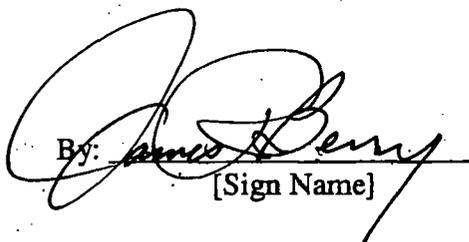
THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

Private Individual,

FOR SETTLING PARTY: James R. Berry
[Print Name of Company]

Route 3, Box 2142
Wayne, WV 25570
[Address]

same as above
[Address]

By: 
[Sign Name]

07-14-2010
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: JOHNSON QUALITY TIRES & AUTO
[Print Name of Company]

406 Church Street
[Address]

LOUISA, KY 41230
[Address]

By: Debra Johnson 4-21-10
[Sign Name] [Date]
Robert Johnson

COOKSEY BROTHERS LANDFILL

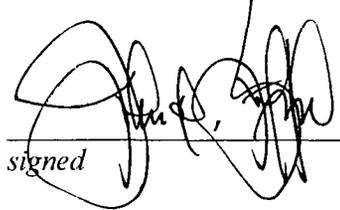
CERTIFICATION OF ALLOCATION ADJUSTMENT

STAFFORD MOTORSPORTS hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.


signed

APRIL 22, 2010
date

STAFFORD MOTORSPORTS
printed name

JOHN D. STAFFORD, PRESIDENT

title
1301 GREENUP AVENUE
ASHLAND, KY 41101

address 1

address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Kenton County Fiscal Court
[Print Name of Company]

303 Court Street
[Address]

Covington, KY 41011
[Address]

By: [Signature]
[Sign Name]

4/19/10
[Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Kenton County Fiscal Court hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Ralph A. Drees
signed

4/19/10
date

Ralph A. Drees
printed name

Judge/Executive
title

303 Court Street
address 1

Covington, KY 41011
address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Knott Co. Fiscal Court
[Print Name of Company]

P.O. 305
[Address]

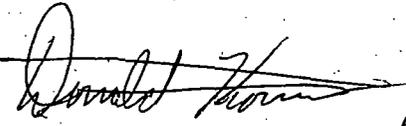
Hindman Ky. 41822
[Address]

By: [Signature]
[Sign Name]

4/22/2010
[Date]

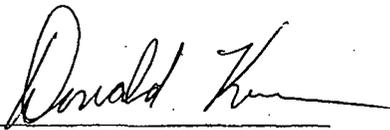
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY:  Kouns Construction
[Print Name of Company]

4141 Music BR
[Address]

Ashland Ky 41102
[Address]

By:  04-20-10
[Sign Name] [Date]

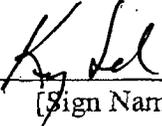
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: LAKIN ENVIRONMENTAL
[Print Name of Company]

2044 N DOMINICK ST
[Address]

CHICAGO IL 60614
[Address]

By: 
[Sign Name]

4/9/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: LETCHER COUNTY FISCAL COURT
[Print Name of Company]

156 Main Street
[Address]

Whitesburg, KY 41858
[Address]

By: 
[Sign Name]

April 22, 2010
[Date]

HAROLD D. BOLLING
LETCHER COUNTY ATTORNEY
95-A MAIN STREET
WHITESBURG, KY 41858
TELEPHONE: (606) 633-9588

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

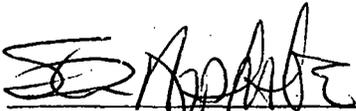
THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: COUNTY OF LEWIS, KENTUCKY
[Print Name of Company]

112 SECOND STREET
ROOM 201
VANCEBURG, KY. 41179

[Address]

[Address]

By: 
[Sign Name]

APRIL 19, 2010
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Maggoffin Co. Fiscal Court
[Print Name of Company]

P.O. Box 430
[Address]

Salversville Ky. 41465
[Address]

By: [Signature]
[Sign Name]

April 19, 2010
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Malones Auto Parts, Inc.
[Print Name of Company]

C/o Kevin Malone

3570 Straight Creek Rd.
[Address]

Ashland, Ky 41102
[Address]

By: Kevin E. Malone
[Sign Name]

April 13, 2010
[Date]

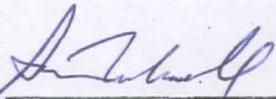
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Marshall's Auto Parts, Inc.
[Print Name of Company]

1091 State Rt. 56 E.
[Address]

Circleville, Ohio 43113
[Address]

By: 
[Sign Name]

4-20-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY:

MARTIN COUNTY (FISCAL COURT)
[Print Name of Company]

P.O. Box 309

[Address]

INEZ, KY 41224

[Address]

By:

DANN COLLIER 4-13-10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Mason Fiscal Court, dba Mason County
[Print Name of Company]

221 Stanley Reed Court

[Address]

Maysville, KY 41056

[Address]

By: *James L. Hallenstar* *4/20/2012*
[Sign Name] [Date]

Only to the extent of \$2900.00 as set forth in proposed agreement.

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Matthew C. Wooten
[Print Name of Company]

RR 2 Box 506A
[Address]

Salt Rock, WV 25559
[Address]

By: Matthew C. Wooten 4-17-10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Maynards Grocery
[Print Name of Company]

Rt 1 Box 14
[Address]

Genoa, WVA 25517
[Address]

By: Jamy Maynard
[Sign Name]

4-21-10
[Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Maynard Cranny hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Robin Maynard
Robin Maynard
signed

4-14-10
date

Larry MAYNARD
printed name

Owner
title

RR 1 Box 14 Genoa, VA 25517
address 1

address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: McGuire & Edmonds Ex.
[Print Name of Company]

11635 Midland Trail Rd.
[Address]

Ashland, Ky. 41102
[Address]

By: Robert M. McGuire
[Sign Name]

Apr. 21, 10
[Date]

COOKSEY BROTHERS LANDFILL
CERTIFICATION OF ALLOCATION ADJUSTMENT

McGuire & Edmonds Excavating hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Robert M. McGuire
signed

4/23/10
date

Robert McGuire
printed name

President
title

11635 Midland Trail Road
address 1

Ashland, KY 41102
address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: MTW McKinney Tire Warehouse
[Print Name of Company] Inc.

415 Russell Rd
[Address]

Ashland-Ky 41101
[Address]

By: Harold D. McKinney 4-16-2010
[Sign Name] [Date]

President & CEO MTW
McKinney Tire Warehouse Inc.
Signing Under Duress
Have filed under ability to pay.
As Per Karen Coleman, this is
in processing stage.



Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY:

Mining Machinery, now known as
[Print Name of Company] Appalachian Machinery, Inc

PO Box 5220
[Address]

Ashland, KY 41105
[Address]

By:  4/29/10
[Sign Name] Secretary/Treasurer [Date]

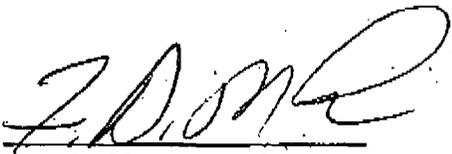
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: MOHR'S TIRE FARM
[Print Name of Company]

1129 Woodland Dr.
[Address]

PO Box 36 M. Hon W.V. 25541
[Address]

By: 
[Sign Name]

4/13/10
[Date]

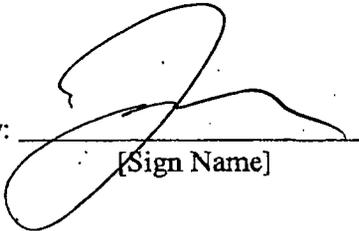
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Moses Post, A.C.
[Print Name of Company]

5200 US RT 60 E
[Address]

HUNTINGTON, WV 25705
[Address]

By: 
[Sign Name]

4-13-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Mountain Auto Parts, Inc
[Print Name of Company]
James Dawson, President

1801 Pinewood Dr
[Address]

Sissonville, WV 25320-9720
[Address]

By: James Dawson
[Sign Name]

4/20/2010
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

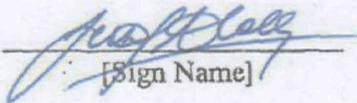
FOR SETTLING PARTY:

SYNO NOBEL INC. / MOUNTAIN VALLEY
[Print Name of Company] EXPLOSIVES

2650 BECKER LAKE BLVD., STE. 300
[Address]

SALT LAKE CITY, UT 84119
[Address]

By:


[Sign Name]

4/23/10
[Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

AVNO NOBEL INC. / MOUNTAIN VALLEY hereby certifies that it arranged for disposal, or
Name of party EXPLOSIVES

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Seth P. Hobby
signed

4/23/10
date

SETH P. HOBBY
printed name

Associate General Counsel
title

2650 Jester Lake Blvd., Ste. 300
address 1

Salt Lake City, UT 84119
address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Virgel Kibbey [O-K Trucking]
[Print Name of Company]

1256 Laurel Rd
[Address]
Old Town Ky.
41144
[Address]

By: Virgel Kibbey 4-12-10
[Sign Name] [Date]
PRESIDENT
O K Trucking Inc

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Virgel Kibbey ^[O-K Trucking, Inc.] hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Virgel Kibbey
signed

4-12-10
date

Virgel Kibbey
printed name

President, O-K Trucking, Inc.
title

1256 Laurel Rd.
Oldtown, Ky. 41144
address 1

address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY:

DEVE HELL TRUCKING, INC.
[Print Name of Company]

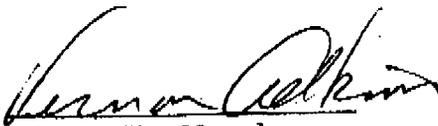
P.O. Box 731

[Address]

DEVE HELL, KY 41164

[Address]

By:



[Sign Name]

4-26-10

[Date]

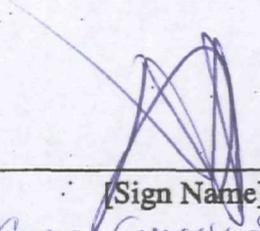
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: The Pop Boys - Manny, Moe & Jack, a Pennsylvania Corporation
[Print Name of Company]

3111 W. Allegheny Ave
[Address]

Phila, PA 19132
[Address]

By: 
[Sign Name]

As: Genoriz Counsel & Sr. VP



4/20/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Perdue Environmental Contracting
[Print Name of Company]

250 Etter Dr.
[Address]

Nicholasville, Ky 40356
[Address]

By: 
[Sign Name]

4/13/2010
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Perry County Tire
[Print Name of Company]

Po Box 660
[Address]

Hazard, Ky 41702
[Address]

By: Cory Sabo
[Sign Name]

4-15-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: BOB POPOV Trucking
[Print Name of Company]

604 Pike St Coal Grove OH
[Address] 45632

[Address]

By: Bosidar Popov 04.17.10
[Sign Name] [Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Bob Popov Trk hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Bozidar Popov
signed

04/14.10
date

BOZIDAR POPOV
printed name

OWNER
title

604 Pike St Coal Grove OH 45638
address 1

address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Porter Tire
[Print Name of Company]

18361 W Hwy 60
[Address]

Olive Hill Ky 41164
[Address]

By: Edward Forte 4-29-10
[Sign Name] [Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Power Products, Inc
[Print Name of Company]

3225 Greenup Ave - Ashland, Ky 41101
[Address]

PO Box 1163 - Ashland, Ky. 41101
[Address]

By: M. D. Wilton 4/19/10
[Sign Name] [Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Power Products, Inc. hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Michael F. Williams
signed

4/19/10
date

Michael F. Williams
printed name

President
title

3225 Greenup Avenue - Ashland, Ky. 41701
address 1

PO Box 1163 - Ashland, Ky. 41701
address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Robertson County Fiscal Court
[Print Name of Company]

26 Court Street
[Address]

MT. Olive, Ky. 41064
[Address]

By: Bill K. Allison
[Sign Name]

4/23/2010
[Date]

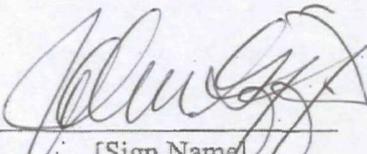
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: ROSS BROS. CONST. CO.
[Print Name of Company]

P.O. Box 767
[Address]

ASHLAND, KY 41105
[Address]

By: 
[Sign Name]
President

4-7-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: S+S Firestone, Inc. ; Best One Tire/Tire Track, Inc.
[Print Name of Company]

1475 Jingle Bell Lane
[Address]

Lexington, KY 40509
[Address]

By: 
[Sign Name]

4-22-10
[Date]

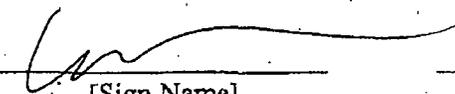
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: SEARS ROEBUCK AND CO.
[Print Name of Company]

3333 BEVERLY ROAD
[Address]

HOFFMAN ESTATES, IL 60192
[Address]

By:  5/12/10
[Sign Name] [Date]

CARY MERGERE
ASSOCIATE GENERAL COUNSEL

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Service Pump & Supply, Inc.
[Print Name of Company]

P.O. Box 2097
[Address]

Hendyton, WV 25721
[Address]

By: [Signature]
[Sign Name]

4/14/10
[Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Service Pump & Supply, INC. hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Danny A. Vance
signed

4/12/10
date

Danny A. Vance
printed name

President
title

P.O. Box 2097
address 1

Huntington, WV 25721
address 2

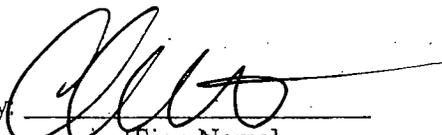
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Hanson Brick - (Sipple Brick)
[Print Name of Company]

15720 John J. Delaney Dr.
[Address] Suite 555

Charlotte, NC 28227
[Address]

By 
[Sign Name]

4/23/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Stephens Truck & Trailer Sales, Inc.
[Print Name of Company]

1327 Royalton Road
[Address]

Salyersville KY 41465
[Address]

By: Paul Stephens
[Sign Name]
President

4-29-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: SUNDAW TIRE
[Print Name of Company]

1013 HAPPY HOLLOW LN
[Address]

ASHLAND, KY 40566
[Address]

By: Mark Howard
[Sign Name]

4/30/10
[Date]

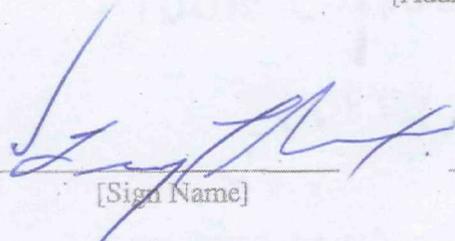
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: TERRY THAXTON EXCAVATING
[Print Name of Company]

P.O. BOX 268, HURRICANE, WV 25526
[Address]

[Address]

By:  4/8/10
[Sign Name] [Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

TERRY THAYTON EXCAVATING hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.


signed

4/8/10
date

TERRY THAYTON EXCAVATING
printed name

SOLE PROPRIETOR
title

P.O. BOX 268, HURRICANE, WV, 25526
address 1

address 2

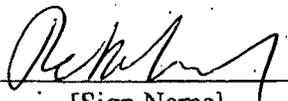
Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Huntington TIG C.
[Print Name of Company]

2101 3rd Ave
[Address]

Huntington, WV
[Address]

By: 
[Sign Name]

4-21-10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: TBC Retail Group, Inc. (dba Tire Kingdom)
[Print Name of Company]

823 Donald Ross Rd.
[Address]

Jupiter, FL 33408
[Address]

By: [Signature]
[Sign Name]

4/23/10
[Date]

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

TKT Trucking LLC.

***P.O. Box 250
Chesapeake, OH 45619***

FOR SETTLING PARTY:

[Print Name of Company]

[Address]

[Address]

By:

[Signature]
[Sign Name]

4/30/2010
[Date]

Gary W Kirk

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: TRI-CITIES PAVING & CONTRACTING, INC.
[Print Name of Company]

P.O. BOX 1552
[Address]

ASHLAND, KY 41105-1552
[Address]

By: *John A. Seaton* 4/22/10
[Sign Name] [Date]

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

Tri-Cities Paving-Cent, Inc. hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.

Lee S. Seaton
signed

4-30-10
date

Lee S. Seaton
printed name

President
title

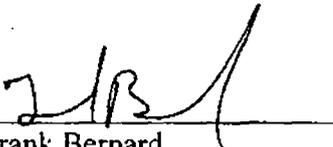
Box 1552, 100 Greenup Ave
address 1

Ashland Ky 41105
address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Wal-Mart Stores Inc.
702 S.W. Eighth Street
Bentonville, AR 72716

By: 
Frank Bernard

May 13, 2010
[Date]

RECEIVED
APR 14 2010
By _____

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: WILLIAMS UNION BOILER
[Print Name of Company]

2076 WEST PARK PLACE
[Address]

STONE MOUNTAIN, GA 30087
[Address]

By Joe A. Mann 4/13/10
[Sign Name] [Date]
SENIOR VICE PRESIDENT

COOKSEY BROTHERS LANDFILL

CERTIFICATION OF ALLOCATION ADJUSTMENT

WILLIAMS UNION BOTTLER hereby certifies that it arranged for disposal, or
Name of party

arranged for transportation for disposal, of fewer than 100 tires at Cooksey Brothers Landfill,

Ashland, Kentucky, at any time. I understand that this certification will be verified against

records available to the United States Environmental Protection Agency.


signed

4/13/10
date

JOE A. MASON
printed name

SENIOR VICE PRESIDENT
title

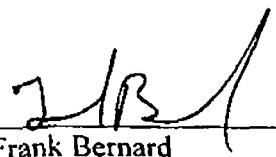
2076 WEST PARK PLACE
address 1

STONE MOUNTAIN, GA 30087
address 2

Cooksey Brothers Landfill Fire Superfund Site Settlement Agreement

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Cooksey Brothers Landfill Fire Superfund Site located in Ashland, Kentucky:

FOR SETTLING PARTY: Wal-Mart Stores Inc.
702 S.W. Eighth Street
Bentonville, AR 72716

By: 
Frank Bernard

May 13, 2010
[Date]