

1279-03 Co#4

CHANGE ORDER NUMBER: Whitehouse-Y8

SCOPE:Operations, Maintenance, and MonitoringPROJECT SITE:Whitehouse Waste Oil Pits Site, Jacksonville, FloridaGOLDER PROJECT NO.: 023-2603-Y8DATE:November 14, 2013

This Change Order, when approved and signed, supplements the AGREEMENT FOR WHITEHOUSE WASTE OIL PITS SITE OPERATIONS AND MAINTENANCE SERVICES ("Agreement") effective March 31, 2006 between The Whitehouse Remedial Action Group ("CLIENT" or "WRAG") and Golder Associates Inc. ("GOLDER"). Except as modified herein, all requirements of the Agreement remain in full force and effect.

ARTICLE I - SCOPE OF SERVICES

GOLDER shall perform professional services ("Work") for environmental consulting, operations, maintenance, and monitoring (OM&M) in accordance with the attached Proposal and Cost Estimate dated November 13, 2013. On a monthly basis the Work will be billed in accordance with the rates shown in Table 1 of the proposal.

ARTICLE II - TIME OF COMMENCEMENT AND COMPLETION

GOLDER will close project number 023-2603-Y6 upon completion of all work associated with that scope (e.g., annual report). Golder will open project 023-2603-Y8 for work beginning in July 2013. This budget is for Year 8 and 9 of OM&M services with work beginning in July 1, 2013 and ending June 30, 2015. If additional scopes of work arise through the year for this Site, they will be authorized through separate work orders.

ARTICLE III - COMPENSATION

CLIENT shall compensate GOLDER on a time and materials basis in accordance with the rates identified in the attached proposal. The maximum cost of this Work Order is <u>One Hundred Sixty-six</u> <u>Thousand Four Hundred Forty-two</u> dollars and <u>zero</u> cents (\$166,442.00) and shall not be exceeded without prior written authorization from CLIENT.

	CITY OF J	ACKSONVILLE		GOLDER ASSOCIATES INC.	
	By:	Green Biruting	By:	Loei dure Heidel	
	Name:	Alvin hong	Name:	Lori Anne Hendel, CHMM	
	Title:	Mayor	Title:	Senior Consultant and Associate	
	Date:	2/18/14	Date:	November 14, 2013	
ATTEST:	.RM	9428 Bay	Ider Associat ymeadows Ro sonville, FL 32	ad, Suite 400	
Corporation City of Jacks	Secretary	A 1994 383 8430	Fax: (904) 36	S3-3445 www.golder.com Karen Bowling Sia, Europe, North America Chief, Administrative Officer For: Mayor Alvin Brown Under Authority of: Executive Order No. 2013-0	

Change Order #6: Whitehouse Years 8 & 9

Form Approved, Office of G-eneral Counsel Form Approved,

By:

General Counsel

Nebon By: LA Kristina G. Nelson,

Special Environmental Counsel

Change Order #6: Whitehouse Years 8 & 9

Form Approved,

Form Approved, Office of General Counsel

rooks By: B General Counsel

Kristina G. Nelson, Special Environmental Counsel

to compliance with the Ordinance Gode of the Only or unoksonville, I do certify that there is an unexposeded, unencumbered and unimpounded bolance in the appropriation sufficient to cover the meaning Agreement and that provision has took made for the payment of the monles

previous therein to be paid. [in Director of Finance 12.19-03 And #6



November 13, 2013

023-2603.Y8

Whitehouse Remedial Action Group Chevron Environmental Management Company City of Jacksonville CSX Corporation Inc. Rail America, Inc.

RE: COST PROPOSAL IMPLEMENTATION OF THE POST-CLOSURE OPERATIONS, MAINTENANCE AND MONITORING PLAN (YEARS EIGHT AND NINE) WHITEHOUSE WASTE OIL PITS SUPERFUND SITE WHITEHOUSE, JACKSONVILLE, FLORIDA

Ladies and Gentlemen:

Golder Associates Inc. (Golder) is pleased to provide the Whitehouse Remedial Action Group (WRAG) with this cost proposal to perform the post-closure operations, maintenance and monitoring (OM&M) during Years Eight and Nine for the Whitehouse Waste Oil Pits Superfund Site, in Jacksonville, Florida (Site).

Golder has been working on the remedial phase of the work at the Site since 2002, we understand the history of the remedial action, and we have gained a great deal of knowledge regarding the specifics of this Site remedy. We have developed a good working relationship with the WRAG and the regulatory authorities. Golder has the site knowledge skill sets necessary to address issues which may arise regarding the remedy and the site conditions and can address those issues efficiently and cost-effectively.

The following sections of this cost proposal include the scope of services to be provided, an estimated schedule, cost estimate, and terms and conditions.

SCOPE OF SERVICES

The Draft Post-Closure Operations and Maintenance Plan (the Plan) was written by Camp, Dresser & McKee (CDM) in September 2000 for the USEPA as part of the Final Design Report. The monthly tasks to be carried out have been outlined in the Plan for a period of 30 years after closure (completion of Remedial Action). Golder Associates modified the Plan in 2006 and USEPA approved the OM&M Plan in October 2006. There was a scope reduction proposed by Golder in the 2009 Annual Operation, Maintenance, and Monitoring Report, which was approved by the USEPA in November 2009. Additional modifications were made in May 2013, which were approved in July 2013.

This scope of services is based upon implementation of the Years Eight and Nine OM&M work under the Plan as augmented by additional necessary tasks. This cost proposal only includes the activities to be performed in Years Eight and Nine of OM&M.

As in previous years, the proposed scope of work will be performed on a time and materials basis with a not to-exceed budget. The services required by the existing Plan for Years Eight and Nine have been divided into the following phases:

Phase 1 - Project Management/Administration

Phase 2 – Semi-Annual Site Visits/Inspections (4 events)

Golder Associates Inc. 9428 Baymeadows Road, Suite 400 Jacksonville, FL 32256 USA Tel: (904) 363-3430 Fax: (904) 363-3445 www.golder.com



Golder Associates: Operations In Africa, Asia, Australasia, Europe, North America and South America

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Phase 3 - Semi-Annual Progress Reports (4 events)

Phase 4 – Bi-Monthly Landscaping Cap Area (16 events)

Phase 5 -- Semi-Annual Groundwater Monitoring (4 events)

Phase 6 - Groundwater Data Review and Reporting (2 events)

Phase 7 - Well Abandonment (1 event)

Phase 8 – Five-year Review

Phase 9 - Out of Scope Tasks

The specific scope of services for each of these phases is discussed below.

Phase 1 - Project Management/Administration

This phase of work includes the general management of the OM&M activities to assure that the required work is conducted in accordance with the OM&M Plan. The following provides a more specific list of the work anticipated to be conducted under this phase:

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- Coordinate the routine OM&M activities, including setting and checking a schedule for the work.
- Verify and/or oversee work conducted by Golder or a subcontractor to ensure it was completed satisfactorily.
- Coordinate out-of-scope activities as necessary and approved by WRAG with subcontractor(s).
- Review subcontractor invoices for work conducted.
- Coordinate documentation of all OM&M routine and out-of-scope activities that takes place at the Site, including maintenance of files.
- General administration of the project, including cost control and invoicing, file management, staffing and communication with WRAG.
- Preparation for and attendance by the Project Director and Project Manager at quarterly conference calls and/or meeting with the WRAG.
- Site visits by the Project Manager or designee to escort visitors from the regulatory agencies or the WRAG.
- Me Other general administrative activities associated with the site, as required.

Phase 2 - Semi-Annual Site Visits/Inspections (4 events over two years)

This phase of work includes the following activities:

- Semi-annual inspection of general site conditions
- Semi-annual measurement and recording of the groundwater levels in six piezometers and four groundwater wells
- Semi-annual monitoring of 18 passive gas vents for methane using an Organic Vapor analyzer (OVA)

General site inspections are conducted semi-annually and involve a detailed inspection of the entire site making observations on the conditions of the final cover, drainage channels/structures, perimeter fence, benchmarks, gas collection system (passive vents), groundwater monitoring wells, etc. The work for this phase also includes all documentation associated with the water level measurement and gas monitoring efforts, including a record of field measurements and general observations made during the work. During Years Eight and Nine, measurements will be made at each of the 18 passive gas vents on a semi-annual basis and these data will be used to evaluate the gas system.



Please be aware that the Monitoring Plan discontinued wetland inspections starting in year Five. However, drainage structures that become overgrown with vegetation will have reduced effectiveness. Golder feels it is appropriate to conduct an inspection of drainage structures and overall plant growth semi-annually. If issues are identified during the general site inspections, a wetland specialist will conduct an additional inspection to be included under out-of-scope tasks (Phase 7).

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A technical memorandum, including tabulated field data, will be prepared for submission to the USEPA as part of the Semi-annual Progress Report required by the Consent Decree (See Phase 3 below).

Phase 3 – Semi-Annual Progress Reports (4 events over two years)

This phase of work includes the preparation of semi-annual Progress Reports to USEPA as required by the Consent Decree at the modified frequency agreed by the USEPA RPM. The semi-annual Progress Reports will summarize the work completed in the prior two quarters (including results of semi-annual inspections and a discussion of analytical data results). The report will present the findings of the overall site inspections, noting problems and discussing the effectiveness of proposed solutions.

Phase 4 - Landscaping Cap Area (16 events over two years)

This phase of work includes maintaining the cap area vegetation (approx. 12 acres) using a bush hog. A subcontractor will be contracted to mow the grass and cut by hand (weed-eater) around the wells, gas vents, and in difficult to reach areas. This work shall be performed on an as-needed basis during the two-year period. Although the OM&M Plan calls for this activity to be performed only four times per year, Golder believes that the landscaping will need to be performed eight times per year based upon the prolonged growing season in Northeast Florida.

Phase 5 - Semi-Annual Groundwater Monitoring (4 events)

This phase of work includes sampling the 15 wells of the on-Site groundwater monitoring network, including: EPA-3D, EPA-10I, EPA-11K, EPA- 12I, EPA-14K, EPA-15I, GA-1S, M-3 and S-2, which have had exceedances of manganese above the MCL; EPA-D-6R, EPA-4I and S-12R which serve as background wells; and EPA-9S, EPA-9I and EPA-9D which serve as point of compliance wells.

Sampling will be performed in accordance with the FDEP Standard Operating Procedures (SOPs) for groundwater collection and analysis. Field measurements will be collected for pH, conductivity, temperature, dissolved oxygen, and turbidity. The samples will be submitted to a NELAC accredited laboratory for analysis. Under the existing plan, samples are to be analyzed for manganese using USEPA SW 846 Method 6010. Analytical costs were obtained from Advanced Environmental Laboratory (AEL) in Jacksonville. Use of a local laboratory eliminates shipping costs and alleviates problems often encountered during shipping by common carrier. AEL has been used for work on this Site during the remedial action and during the seven years of OM&M; AEL has proven itself to be responsive while providing a quality report. The laboratory costs reflect semi-annual analysis of 15 primary samples, one field duplicate sample and one equipment blank for manganese.

The expense cost provided also includes vehicle rental, use of field equipment such as pumps and multiparameter meters (including calibration standards), consumables (such as gloves), decontamination supplies, and silicon tubing. This phase of work includes documentation associated with the sample collection effort, including a record of field parameters measured, chain-of-custody, and general observations made during sampling.

The majority of the costs for this phase have been estimated for a two-person team for two 10-hour days to perform the sampling activities in addition to some preparation and wrap-up time before and after the field sampling event, respectively.

Phase 6 - Groundwater Data Review and Reporting (2 events over two years)

This phase of work includes review of analytical data from each semi-annual groundwater sampling event to ensure that quality control criteria have been achieved. The data will also be reviewed for compliance



with the groundwater cleanup goals from the Amended Record of Decision (AROD). The data will be stored in a database in order to better manage the review and reporting process. While data tables may be included in monthly progress reports to the USEPA, on an annual basis a data report will be prepared to present data to the USEPA, discuss compliance with groundwater cleanup goals, and provide recommendations for modifications to the OM&M monitoring program. Electronic data will be submitted to the EPA in accordance with the EPA Region 4 EQuIS format. The following provides a more specific list of the work anticipated to be conducted under this task:

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- Review the water level data for the Site after each monitoring event
- Review the analytical data and perform a data evaluation following each semi-annual event
- Maintain the data in an electronic database and produce Region 4 EQuIS deliverables
- Review the analytical data and address any quality control issues with the laboratory
- Prepare a summary of the data in tabular form
- Perform a comparison of the data from the current and previous sampling events to identify trends and/or changes in the data
- Prepare a report that includes the above data and analyses, the data evaluation, and a short narrative concerning the significance of the sample results

The above-described work is for the preparation of only the report associated with the routine groundwater monitoring events. Should there be additional work required as a result of the groundwater monitoring data evaluation (i.e., contaminants above acceptable limits are identified), the work would be considered beyond the scope of work in this proposal.

Phase 7 - Well Abandonment (1 event)

The USEPA has agreed that three shallow monitoring wells (EPA-11S, EPA-12S and EPA-15S), yielded insufficient water for sampling and an additional 14 monitoring wells will not be necessary as part of the monitoring network based on the modifications to the groundwater monitoring plan that were made in May 2013. Golder will contract a drilling company to abandon and decommission these wells. The costs associated with this task are related to drilling costs and one-person oversight for three days.

Phase 8 – Five-Year Review

This phase of work includes the labor and expenses associated with performing the site visit and additional tasks as part of the five-year review.

Phase 9 – Additional Tasks

Costs have been allocated here to account for wetland inspections, if warranted and unexpected tasks. Other out of scope work that may arise throughout the year will be discussed with the WRAG and authorized under separate Change Orders.

COST ESTIMATE AND SCHEDULE

Golder's cost estimate to complete the work as described in the above scope of services is <u>\$166,442</u>. A phase-by-phase detailed breakdown of our estimated labor costs and expenses is presented in the attached Table 1. We propose to perform this work on a time and materials basis with a not to-exceed (without prior authorization) budget in accordance with fabor and unit rates attached. The WRAG will only be billed actual hours and expenses incurred on the project for work within the agreed scope of work. Direct expenses will be marked-up 12% to cover administrative costs of processing and paying invoices and maintaining contracts with vendors and subcontractors. An Office Services fee of 7% of labor to cover routine expenses such as photocopies, facsimiles, postage, telephone calls, and routine communications will be applied.



Year Eight OM&M activities began in July 2013 with the Five-Year review site visit. The first semi-annual inspection and the groundwater sampling event will take place in November 2013.

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TERMS AND CONDITIONS

Golder will perform this work under the Terms and Conditions of the OM&M Contract between the WRAG and Golder dated March 31, 2006. If the scope of work and estimated cost are acceptable to the WRAG, Golder will submit a formal Change Order request to the WRAG members for signature. Golder appreciates this opportunity to continue to provide professional environmental services to the WRAG. If you have any questions regarding this cost proposal, please do not hesitate to call.

Lori Anne Hendel, CHMM

Senior Consultant and Associate

Sincerely,

GOLDER ASSOCIATES INC.

Madeline A. Banks

Madeline A. Banks, PG, CHMM Senior Project Geologist

Attachments: Table 1 – Cost Estimate Summary

MAB/LAH/as

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TABLE 1 COST ESTIMATE SUMMARY

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Post-Closure Operations and Maintenance Plan - Years Eight and Nine Whitehouse Waste Oil Pits Jacksonville, Florida

		SUBTOTAL	SUBTOTAL	TASK
PHASE	DESCRIPTION	LABOR	EXPENSES	TOTAL
1	Project Management/Administration	\$15,720.00	\$1,400.00	\$17,120.00
2	Semi-annual Site Visits/Inspections (4 events)	\$11,460.00	\$3,200.00	\$14,660.00
3	Semi-annual Progress Reports (4 events)	\$5,240.00	\$370.00	\$5,610.00
4	Landscaping Cap Area (16 events)	\$0	\$37,800.00	\$37,800.00
5	Semi-Annual Groundwater Monitoring (4 events)	\$25,460.00	\$18,480.00	\$43,940.00
6	Groundwater Data Review and Reporting (2 even	\$21,400.00	\$1,500.00	\$22,900.00
7	Well Abandonment	\$4,170.00	\$11,790.00	\$15,960.00
8	Five Year Review	\$3,010.00	\$210.00	\$3,220.00
9	Out of Scope Tasks	\$3,810.00	\$1,420.00	\$5,230.00
	TOTALS	\$90,270.00	\$76,170.00	\$166,442.00



TABLE 1 COST ESTIMATE

Post-Closure Operations and Maintenance Plan - Years Eight and Nine Whitehouse Waste Oil Pits Jacksonville, Florida

	····				LABO	R CATEGORY	AND RATE							
LABOR		Program	Senior	Senior	Sr. Project	Project	Staff		Stafl	Drafting	Admin.	TOTAL	SUBTOTAL	
L		Leader	Consultant	Eng/Scien.	Eng./Scien.	Eng/Scien.	Eng/Scien.	Eng/Scien.	Technician		Support	HOURS	LABOR	
PHASE	DESCRIPTION	\$200	\$160	\$155	\$130	\$115	\$100	\$05	\$85	\$95	\$65			
							1							
	Project Management/Administration	10	30		60			ŧ			8	108	\$15,720	
2	Semi-annual Sito Visits/inspections (4 ovents)				8		50	50	10	2	2	122		1h(prep)+2h (iravei) + 5h (inspect) + 4h (data) = 12 h/event
3	Semi-annual Progress Reports (4 events)	l i	4		20		15			2	2	44	\$5,240	
4	Landscaping Cap Area (16 events)												\$0	
5	Semi-Annual Groundwater Monitoring (4 events)		8		12		120	120			4	264	\$25,460	4h(prep)+2h ((ravel) + 16h (sample) + 6h (data) = 30 h/event
8	Groundwater Data Review and Reporting (2 events)	2	te		60	30	30	20	1	16	10	184	\$21,400	
7	Well Abandonment (1 event)				B		30				2		\$4,170	
8	Five Year Review				16		8				2		\$3,010	
9	Out of Scope Tasks		4		2		10		20		2	.38	\$3,810	
	TOTALS:	12	62		185	30	264	190	30	20	32	760	\$90,270	
							r =							1
		Rental			Field				Office	IDW				
EXPENS	SES	Vehicle	Subcontractors (cost + 12%)	Expenses	Equip/Exp				Service Fee	Disposal			SUBTOTAL	
		(day +gas)	(COST + 12%)		(est)				(7% labor)				EXPENSES	
PHASE	DESCRIPTION	\$150	·											
	Project Management/Administration			150					\$1,100				\$1,400	
	Semi-annual Site Visits/inspections (4 evants)			130	\$1,800				\$800				\$3,200	
	Semi-annual Progress Reports (4 events)	"			51,000		ļ		\$370				\$3,200	
a	Landscaping Cap Area (16 events)		\$37,800						4370				+	2050 per cal
-	Semi-Annual Groundwater Monitoring (4 events)		\$9,500		\$4,000				\$1,780	\$2.000				lab-224D per event
	•	a 1	\$9,500		54,000				1.500	ąz,000			\$16,460	neo-seap bei event
	Groundwater Data Review and Reporting (2 events)		11,500					ł	290					1016 plus pad disposal
	Well Abandonment (1 event) Five Year Review		11,500		1		1		250		1 1		\$11,790	
	Five Year Review Out of Scope Tasks	.	\$1,000						\$270				\$210 \$1,420	
	TOTALS:	\$2,100.00	\$59,800.00		\$5,800.00				\$270	\$2.000.00			\$76,170	
		32,100.00			1 99'900'00	l	L	L	40,320,001	32,000,00	ا		ar0,(/U	1

Notes:

1) The Semi-annual Progress Reports will be prepared as they have been during the Remedial Action.

2) The Semi-annual Site Inspection phase includes a short writeup of inspection results.

3) The results of the Semi-annual Site Inspections will be incorporated into the Semi-annual Progress Reports.

4) On a semi-annual basis, groundwater samples will be collected for analysis. Upon receipt of these

data, the results will be entered into a database and then tabulated for inclusion in the Semi-ennual Progress Reports.

5) The work for incorporation of data into the database and tabulation is covered under Phase 8.

COST SUMMARY								
TASK	DESCRIPTION	SUBTOTAL LABOR	SUBTOTAL EXPENSES	TASK TOTAL				
1	Project Management/Administration	\$15,720	\$1,480	\$17,120				
2	Semi-annual Site Visits/Inspections (4 events)	\$11,460	\$3,200	\$14,660				
3	Semi-annual Progress Reports (4 events)	\$5,240	\$370	\$5,610				
4	Landscaping Cap Area (16 evenis)	\$0	\$37,800	\$37,800				
5	Semi-Annual Groundwater Monitoring (4 evonts)	\$25,460	\$18,480	\$43,940				
6	Groundwater Data Review and Reporting (2 events)	\$21,400	\$1,500	\$22,900				
7	Well Abandonment (1 event)	\$4,170	\$11,790	\$15,960				
6	Five Year Review	\$3,010	\$210	\$3,220				
9	Out of Scope Tasks	\$3,810	\$1,420	\$5,230				
	TOTALS	\$90,270	\$76,170	\$166,442				



FN: 023-2603 Y8 Proposal xiax



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Introduced by the Council President at the request of the Mayor:

ORDINANCE 2001-646-E AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A CONSENT DECREE BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY AND THE CITY OF JACKSONVILLE TO REMEDIAL PERTAINING ACTION AΤ THE WHITEHOUSE WASTE OIL PITS SUPERFUND SITE AND WHITEHOUSE WASTE OIL PITS THE SITE GROUP PARTICIPATION AGREEMENT; APPROPRIATING \$1,560,882.56 FROM INVESTMENT EARNINGS FOR THE CITY'S PORTION OF THEWHITEHOUSE OIL PIT REMEDIATION; WAIVING CHAPTER 126, ORDINANCE CODE; AUTHORIZING THECREATION AND ADMINISTRATION OF A WHITEHOUSE GROUP FUND; AND PROVIDING AN EFFECTIVE DATE.

19 WHEREAS, the U.S. Environmental Protection Agency (EPA) 20 identified the City as a Potentially Responsible Party (PRP) at the 21 Whitehouse Waste Oil Pits Superfund Site in western Duval County, 22 Florida; and

23 WHEREAS, the City and other PRPs participated in an EPA Pilot 24 Allocation Program that allocated percentage shares of liability at 25 the site among identifed PRPs; and

26 WHEREAS, the PRPs are negotiating a Consent Decree with EPA 27 under which the City and other PRPs will fund and perform the 28 remedial action at the Site selected by EPA; and WHEREAS, the PRPs have drafted an agreement to govern their participation in negotiating with EPA, administering the remedial action required by the Consent Decree, and other matters; and,

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WHEREAS, the City Council finds it to be in the best interest of the public to avoid litigating against EPA, to ensure the benefits of the pilot allocation program, minimize the risk of additional costs, and to agree to the terms in the proposed Consent Decree and the PRP Group Participation Agreement; now therefore:

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Mayor and Corporation Secretary are 10 The authorized to execute a participation agreement with other 11 Whitehouse Waste Oil Pits Superfund Site PRPs, and a Consent Decree 12 with other PRPs and the U.S. Environmental Protection Agency, 13 generally on the terms contained in the drafts on file with the 14 Council Secretary, and by this reference made a part hereof, as may 15 be approved and recommended by the Office of General Counsel. Any 16 modification to the participation agreement or Consent Decree which 17 will create liability to the City of Jacksonville which will exceed 18 \$4,000,000 requires prior City Council approval. 19

Because the City will be a defendant obligated 20 Section 2. to perform the remedial action under deadlines imposed by the 21 Consent Decree, the Council declares and certifies that the need to 22 expeditiously negotiate consulting engineering and construction 23 PRPs 24 contracts jointly with other non-governmental PRPs, 25 constitutes a valid public emergency pursuant to Section 287.055(3)(a), Fla. Stat., relative to the bidding of professional 26 27 further, for purposes of the City's services, and that, participation with other PRPs in the required negotiations and 28 construction, the provisions of the City's Purchasing Code, Chapter 29 126, Ordinance Code, are waived 30

Amended 7/24/01

1 Section 3. For the 2000-2001 fiscal year, within the 2 City's budget, there is hereby appropriated the indicated sum from 3 the account listed in subsection (a) to the account listed in 4 subsection (b):

- (a) Appropriated from:See B.T. 188(b) Appropriated to:
- \$1,560,882.56

See B.T. 188

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\$1,560,882.56

(C) 9 The purpose of this appropriation is for Citv 10 participation, with other PRPs, to fund the administrative expenses 11 incurred pursuant to the Whitehouse Waste Oil Pits Site Group 12 Participation Agreement, and to fund the implementation of the 13 City's obligations under the Consent Decree, both on file with the Council Secretary. In the event the funds herein appropriated are 14 15 not spent by the end of the 2000-2001 Fiscal Year, they shall carry 16 over and remain available for expenditure in subsequent fiscal 17 years.

18 Section 4. The Whitehouse Waste Oil Pits Site Group 19 Participation Agreement authorizes the Group to designate a 20 Treasurer to administer the Group's administrative funds. If the City is elected the Group Treasurer upon a vote of the Group 21 22 Members, the City Treasurer may create within the City Treasury the 23 Whitehouse Waste Oil Pits Site Fund, which shall be interest-24 bearing and shall be administered by the Director of the Department 25 of Administration and Finance or his designee, hereinafter referred 26 to as the "Whitehouse Treasurer." The Whitehouse Treasurer shall 27 deposit into the Whitehouse Waste Oil Pits Site Fund all monies 28 received pursuant to the Group Participation Agreement. All 29 deposits, expenditures and cash balances shall be accounted for 30 separately within the Fund by the Whitehouse Treasurer. All monies 31 deposited into the Fund by the Whitehouse Treasurer and accrued

- 3 **-**

Amended 7/24/01 1 interest are hereby appropriated for use in paying Group expenses 2 under the Group Participation Agreement. The Director of 3 Administration and Finance or his designee is authorized and 4 directed to make disbursements from the Whitehouse Waste Oil Pits 5 Site Fund consistent with the Group Participation Agreement as 6 authorized from time to time by the Group as provided in the 7 Agreement.

8 Section 5. Effective Date. This ordinance shall become 9 effective upon signature of the Mayor or upon becoming effective 10 without the Mayor's signature.

Form Approved:

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14 /s/ Cheryl R. Peek

15 Office of General Counsel

16 Legislation Prepared By: Gregory K. Radlinski

17 1/28/14 G:\shared\LEGIS.CC\2001 Leg\Ord\2001-646-E.doc