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## **I. BACKGROUND**

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), simultaneously with lodging this Supplemental *De Minimis* Consent Decree, is filing a complaint against defendant Darcars of New Carrollton, Inc. ("Darcars" or "Settling Defendant"), pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA"), 42 U.S.C. § 9607(a), for the recovery of response costs previously incurred by the United States in responding to releases or threatened releases of hazardous substances at or from the Breslube-Penn Superfund Site (the "Site") located in Moon Township, Allegheny County, Pennsylvania. In its complaint, the United States also seeks a declaration of the Settling Defendant's liability for all unreimbursed future response costs to be incurred by the United States in connection with the Site.

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and it will undertake response actions in the future. In performing these response actions, EPA has incurred and will continue to incur Response Costs at or in connection with the Site. EPA has conducted several inspections of the Site since 1988, which have revealed that numerous hazardous substances have been released at the Site, including, but not limited to, metals, such as arsenic, chromium, copper, mercury, nickel, lead and zinc; various volatile organic compounds ("VOCs"), such as 1,1,1,-trichloroethane, cis-1,3-dichloroethene; polychlorinated biphenyls ("PCBs"); and polycyclic aromatic hydrocarbons ("PAHs").

After reviewing sampling data from the Site, EPA concluded that “an imminent and substantial threat to human health and the environment” existed at the Site, and in November 1993, EPA obtained funding to perform a removal action. In March 1994, EPA decided to perform a fund-lead removal action at the Site. The removal action occurred between June and October 1994. Over 6,000 tons of contaminated soils and sludges were removed from the Site during the removal action. After the conclusion of this action, EPA recommended the Site for inclusion on the National Priorities List (“NPL”).

The Site was listed on the NPL on June 19, 1996. In September 1998, a group of defendants ( the “Work Group Defendants”) notified the United States of their desire to perform the Remedial Investigation and Feasibility Study (“RI/FS”). On February 4, 2000, EPA and the Work Group Defendants entered into an Administrative Order on Consent, pursuant to which the Work Group Defendants agreed to perform the RI/FS. The Work Group Defendants submitted to EPA a final Remedial Investigation Report on August 31, 2005, and a revised draft Feasibility Study Report on September 1, 2005. EPA expects to issue a Record of Decision selecting the remedy to be implemented at the Site by mid-August 2007.

C. EPA has determined the following:

1. the prompt settlement with the Settling Defendant is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);
2. the payment to be made by the Settling Defendant under this Consent Decree involves only a minor portion of the Response Costs incurred and to be incurred at the Site, within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), based upon EPA's estimate that the total Response Costs incurred and to be incurred at or in connection with the

Site by the EPA Hazardous Substance Superfund and by other persons is approximately \$23 million, excluding interest; and

3. the amount of hazardous substances contributed to the Site by the Settling Defendant, and the toxic or other hazardous effects of the hazardous substances contributed to the Site by the Settling Defendant, are minimal in comparison to other hazardous substances at the Site, within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A), because the amount of hazardous substances contributed to the Site by the Settling Defendant does not exceed 150,000 gallons, which represents roughly 0.19% of the approximate 78 million gallons of hazardous substances estimated to have been sent to the Site, and the hazardous substances contributed by the Settling Defendant to the Site are not significantly more toxic and are not of significantly greater hazardous effect than other hazardous substances at the Site.

D. The Settling Defendant does not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaint.

E. The United States and the Settling Defendant agree that settlement without further litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action with respect to the Settling Defendant.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 9613(b), and also has personal jurisdiction over Settling Defendant. Settling Defendant consents to and shall not challenge the terms of this Consent

Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and upon Settling Defendant, Darcars of New Carrollton, Inc., and its heirs, successors and assigns. Any change in ownership or corporate or other legal status of the Settling Defendant, including but not limited to, any transfer of assets or real or personal property shall in no way alter the Settling Defendant's responsibilities under this Consent Decree.

### **IV. STATEMENT OF PURPOSE**

3. By entering into this Supplemental *De Minimis* Consent Decree, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows the Settling Defendant to make a cash payment, including a premium, to resolve its alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site, and for Response Costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site, subject to the "Reservation of Rights by the United States" in Section X of this Decree;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating another potentially responsible party from further involvement at the Site;

c. to rectify an inadvertent oversight by the United States in failing to include Darcars in the prior third round *de minimis* settlement, notwithstanding Darcars' timely

expression of interest in entering that settlement; and

d. to obtain settlement with the Settling Defendant for its allocated share of Response Costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Settling Defendant with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

#### V. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

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

b. "Consent Decree" or "Decree" shall mean this Consent Decree, and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

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

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance

Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "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.

g. "Matters Addressed" shall mean all response actions which have been taken at the Site, or may in the future be undertaken at the Site, including, but not limited to, removal actions, remedial actions, the RI/FS being conducted by the Work Group Defendants, and all Site Past Response Costs and Site Future Response Costs incurred or to be incurred at or in connection with the Breslube-Penn Site.

h. "Maximum Premium Option" shall mean the higher of the two payment options offered to *de minimis* parties in this Consent Decree, which option appears in Column 8 of the Supplemental Payment Chart attached to this Consent Decree as Appendix B. The Maximum Premium Option is not subject to the Reopener Provision described in Paragraph 8 of this Consent Decree.

i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States and the Settling Defendant, Darcac of New Carrollton, Inc.

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



l. "Supplemental *De Minimis* Settlement Payment Chart" (or "Supplemental Payment Chart") shall mean the summary prepared by EPA which identifies the volumetric share, expressed in total gallons of waste sent to the Breslube-Penn Site, and the cost share (including Site Past Response Costs and Site Future Response Costs) and a premium payment assigned to the Settling Defendant.

m. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

n. "Settling Defendant" shall mean Darcars of New Carrollton, Inc., which is eligible to participate and has agreed to participate in this Consent Decree, as well as its predecessors-in-interest, Lanham Automotive, Inc. t/a Darcars Chrysler Jeep Eagle of Lanham, which merged into Darcars of New Carrollton, Inc. in July 2003, and Sellers Chrysler Plymouth, which had been previously acquired by Lanham Automotive, Inc. Sellers Chrysler Plymouth is the entity that generated the waste oil which was transported to the Site.

o. "Site" shall mean the Breslube-Penn, Inc. Superfund Site, encompassing approximately 5 acres, located at 84 Montour Road (also known as Ewing Road), Coraopolis, Moon Township, Allegheny County, Pennsylvania, and generally shown on the map attached as Appendix B.

p. "Site Future Remedy Costs" is a subset of "Site Future Response Costs," and shall mean EPA's estimate of those costs that will be incurred by EPA and/or by potentially responsible parties ("PRPs") for the Breslube-Penn Site in the future in connection with the remedial design(s) and/or remedial action(s) at the Site, pursuant to a Record of Decision.

q. "Site Future Response Costs" shall mean all "Site Future Remedy Costs;"

all other Response Costs that the EPA and/or the United States Department of Justice (“USDOJ”) have incurred, and will incur, from February 1, 2003 through December 31, 2004 (the projected approximate date for completion of this *de minimis* settlement process); and the estimated \$65,000 in Response Costs that the “Work Group Defendants” have projected they will incur to complete the remedial investigation/feasibility study (“RI/FS”) for the Site.

r. “Site Past Response Costs” shall mean all Response Costs incurred by EPA and by USDOJ at or in connection with the Site through the date January 31, 2003, and all Response Costs incurred by the Work Group Defendants at or in connection with the Site through the date November 17, 2003;

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

t. “Work Group Defendants” are those named defendants in the United States v. Allegheny Ludlum Corp., et al. (C.A. No. 97-1863, W.D. Pa) litigation that have entered into an Administrative Order on Consent with EPA to perform the RI/FS at the Site: Exxon-Mobil Corporation, Exxon-Mobil Oil Corporation, CBS Corporation, Hussey Copper Corporation, Hussey Copper Ltd., United States Steel Corporation, United States Steel, LLC, Ford Motor Company and General Motors Corporation. The Work Group Defendants included Kaiser Aluminum Corp. until it notified the other members of the Work Group in early 2002 that it no longer intended to continue participating in the Group, and thereafter filed for bankruptcy.

## VI. PAYMENT

5. Within thirty (30) days after entry of this Consent Decree, the Settling Defendant shall pay to the EPA Hazardous Substance Superfund the amount for the Maximum Premium Option

that it has selected, as set forth in the Supplemental *De Minimis* Settlement Payment Chart (Appendix B) to this Consent Decree.

6. The Settling Defendant's payment includes an amount for all Site Past Response Costs, all Site Future Response Costs; and a premium to cover certain risks and uncertainties associated with this settlement.

7. The Maximum Premium Option in Column 8 covers certain risks including: 1) the risk that EPA will not be able to recover Response Costs from many PRPs on the Third Round Payment Chart because they are now defunct or unreachable, have declared bankruptcy, or otherwise have an inability to pay (EPA has applied a 25% premium for this risk on both Site Past Response Costs and Site Future Response Costs); and 2) the risk that Site Future Response Costs will be higher than EPA currently projects (EPA has applied a 100% premium for this risk to Site Future Response Costs).

8. The Maximum Premium Option selected by the Settling Defendant shall affect the scope of EPA's covenant not to sue, as well as the reservation of rights made by EPA, as set forth in Sections IX and X of this Consent Decree, respectively.

9. Payment by the Settling Defendant shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or letter accompanying the check, shall identify the name and address of the party making payment, the Breslube Penn, Inc. Site name, the EPA Region and Site Spill ID Number 03BDO, and DOJ Case Number 90-11-3-1762/1 and shall be sent to:

Environmental Protection Agency, Region III  
P.O. Box 360515  
Pittsburgh, PA 15251-6515

If the Settling Defendant uses a private delivery service, the check should be sent to the following address:

Environmental Protection Agency, Region III  
Mellon Client Service Center  
ATTN: Shift Supervisor  
P.O. Box 360515  
500 Ross Street, Pittsburgh, PA. 15262-0001

10. The total amount to be paid pursuant to this Section and Appendix B to this Consent Decree shall be deposited in the Breslube-Penn, Inc. Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

11. At the time of payment of the Column 8 amount, the Settling Defendant shall send notice that such payment has been made to:

Marcello Mollo  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
DJ No. 90-11-3-1762  
P.O. Box 7611  
Washington, D.C. 20044-7611

John J. Monsees  
Senior Assistant Regional Counsel (3RC42)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

Barbara Borden  
Office of the Regional Comptroller (3PM30)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street

Philadelphia, PA 19103-2029

U.S. EPA Region III Docket Clerk (3RC00)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029.

**VII. FAILURE TO MAKE PAYMENT**

12. If the Settling Defendant fails to make full payment of the Column 8 amount that appears next to its name in the Supplemental Payment Chart (Appendix B) within thirty (30) days from the date of entry of the Consent Decree, the Settling Defendant shall pay interest on the unpaid balance. In addition, if the Settling Defendant fails to make full payment of the Column 8 amount next to its name, the United States may, in addition to any other available remedies or sanctions, bring an action against the Settling Defendant seeking injunctive relief to compel payment and/or seeking civil penalties in accordance with Section 122(*l*) of CERCLA, 42 U.S.C. § 9622(*l*), for failure to make a timely payment.

**VIII. CERTIFICATION OF SETTLING DEFENDANT**

13. By signing this Consent Decree, the Settling Defendant certifies, individually, that, to the best of its knowledge and belief, it:

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

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

c. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

#### **IX. COVENANT NOT TO SUE BY UNITED STATES**

14. In consideration of the payment that will be made by the Settling Defendant under the terms of this Consent Decree, and except as specifically provided in Section X (Reservations of Rights by the United States), the United States provides the following covenants not to sue to Darcars of New Carrollton, Inc. and its predecessors-in-interest, Lanham Automotive, Inc. t/a Darcars Chrysler Jeep Eagle of Lanham, and Sellers Chrysler Plymouth:

The United States covenants not to sue or take administrative action against the Settling Defendant pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for the Settling Defendant upon receipt of that Settling Defendant's Column 8 payment as required by Section VI of this Consent Decree. With respect to the Settling Defendant, individually, this covenant not to sue is conditioned upon: 1) the satisfactory performance by Settling Defendant of all obligations under this Consent Decree; and 2) the veracity of the information provided to EPA by the Settling Defendant relating to its involvement with the Site.

15. This covenant not to sue extends only to Darcars of New Carrollton, Inc. and its predecessors-in-interest, Lanham Automotive, Inc. t/a Darcars Chrysler Jeep Eagle of Lanham, Inc., and Sellers Chrysler Plymouth, and does not extend to any other person.

**X. RESERVATION OF RIGHTS BY UNITED STATES**

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Settling Defendant with respect to all matters not expressly included within the Covenant Not to Sue by United States in Section IX of this Decree. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against the Settling Defendant with respect to:

- a. liability for failure to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree.

17. Notwithstanding any other provision in this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against the Settling Defendant in this action or in a new action or to issue an administrative order to the Settling Defendant seeking to compel the Settling Defendant to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered which indicates that the Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Settling Defendant no longer qualifies as a *de minimis* party at the Site because Settling Defendant contributed greater than 0.19% of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site; or

b. information is discovered which demonstrates that the certifications made by the Settling Defendant pursuant to Section VIII herein are false or otherwise incorrect; or

c. Settling Defendant fails to comply with any term or obligation under this Consent Decree.

**XI. COVENANT NOT TO SUE BY SETTLING DEFENDANT**

18. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Decree, 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 claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, as amended, 28 U.S.C. § 2412, 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 the Site.

Except as provided in Paragraph 20 (Waiver of Claims) and Paragraph 22 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 16(c) or (d) or Paragraph 17, but only to the extent that the Settling Defendant's claims arise from the same response action, Response Costs, or damages that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Consent Decree 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).

20. Settling Defendant agrees not to assert any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a PRP under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that the Settling Defendant may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against Settling Defendant.

## **XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

21. Except as provided in Paragraph 20 (Waiver of Claims), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 20 (Waiver of Claims), the United States and Settling Defendant each reserve any and all rights including, but not limited to, any right to contribution, defenses, claims, demands, and causes of action which each Party may

have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of Response Costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this paragraph affects the enforceability of the Covenant Not to Sue by the United States included in Section IX.

23. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendant that is in compliance with all payment requirements of this Decree is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "Matters Addressed" in this Consent Decree.

### **XIII. RETENTION OF JURISDICTION**

24. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

### **XIV. INTEGRATION/APPENDICES**

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

Decree. The following appendices are attached and incorporated into this Consent Decree:

Appendix A: Map of Site

Appendix B: Supplemental *De Minimis* Settlement Payment Chart

**XV. PUBLIC COMMENT**

26. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States shall file with the Court any written comments received and the United States' response thereto. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendant consents to entry of this Consent Decree without further notice, and the United States reserves the right to oppose an attempt by any person to intervene in this civil action.

**XVI. EFFECTIVE DATE**

27. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 26.

**XVII. SIGNATORIES/SERVICE**

28. The undersigned representative of the Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, or his delegatee, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

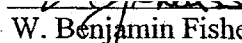


THE UNDERSIGNED PARTIES enter into this Supplemental *De Minimis* Consent Decree in the matter of United States v. Darcars of New Carrollton, Inc., U.S.D.C. (W.D.Pa.) C.A. No. 07-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania:

FOR THE UNITED STATES OF AMERICA

Ronald J. Tenpas  
Acting Assistant Attorney General  
Environment and Natural Resources Division

Date: 9/5/07

By:   
W. Benjamin Fisherow  
Deputy Chief  
Environmental Enforcement Section  
U.S. Department of Justice

Date: August 30, 2007

\_\_\_\_\_  
Marcello Mollo  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
(202) 514-2757

MARY BETH BUCHANAN  
United States Attorney  
Western District of Pennsylvania

Date: August 30, 2007

By: s/s Jessica Lieber Smolar  
Jessica Lieber Smolar  
Assistant United States Attorney  
Western District of Pennsylvania  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

Date: AUG 21 2007

By: \_\_\_\_\_  
Donald S. Welsh  
Regional Administrator, Region III  
U.S. Environmental Protection Agency  
1650 Arch Street  
Philadelphia, PA 19103-2029

\_\_\_\_\_ W E  
William C. Early  
Regional Counsel  
U.S. Environmental Protection Agency,  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

\_\_\_\_\_ J  
John J. Monsees  
Senior Assistant Regional Counsel  
Jefferie E. Garcia  
Assistant Regional Counsel (3RC42)  
U.S. Environmental Protection Agency,  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

THE UNDERSIGNED PARTY enters into this Supplemental *De Minimis* Consent Decree in the matter of United States v. Darcars of New Carrollton, Inc., U.S.D.C. (W.D.Pa.)C.A. No. 07-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

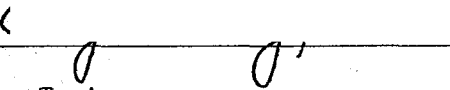
**Payment Option Selected:**

Column 7 Minimum Premium Option  Column 8 Maximum Premium Option

FOR DEFENDANT DARCARS OF NEW CARROLLTON, INC.

(Breslube Penn PRP ID # 3053)

Date: August 8, 2007

Signature 

Name: Gary T. Amey

Title: Vice-President

Address: 2509 Prosperity Terrace

Silver Spring, Maryland 20904

Phone #: (301) 622-0010

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Stephen C. Hosea

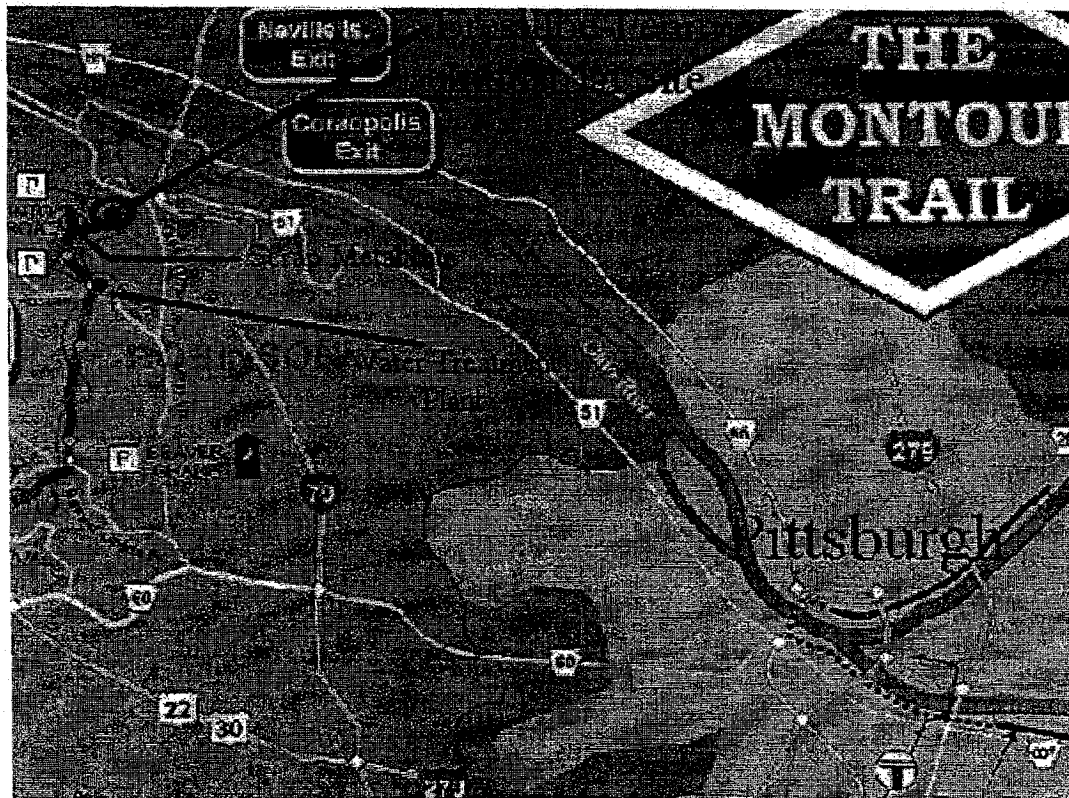
Title: Attorney at Law

Address: McNamee Hosea, et. al.,

6411 Ivy Lane, Suite 200  
Greenbelt, Maryland 20770



Appendix A: Site Maps



Appendix B: Payment Chart

Bresluba Penn  
Third Round De Minimis Settlement Payment Chart

Site Past Response Costs+  
(Includes \$1,156,873.00 in Work Group RI/FS Costs): \$5,736,524.77  
Site Future Response Costs+  
(Includes \$65,000.00 in Work Group RI/FS Costs): \$17,300,000.00

Total Site Volume (gallons): 77,813,387.86

Payment to EPA per Gallon (Minimum Premium): \$ .48 cents  
Payment to EPA per Gallon (Maximum Premium): \$ .59 cents  
(Cost per gallon rounded to nearest hundredth)

*Defendant Parties are in bold face type*  
*For these defendants, Site Past Response Costs total \$6,683,629.07*  
*which includes pre-judgment interest*

This information does not constitute a non-binding preliminary allocation of responsibility under CERCLA section 112(g)(3). This information should not be construed as an allocation of responsibility or liability by EPA. This waste-in list and volumetric making is provided solely for your information.

Sample Entry and Explanation of Cost Equations:

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
0000	ABC Company	100,000.00	0.1285125898642500%	XYZ Shipping 17,500	\$ 29,604.83	\$ 48,122.38	\$ 59,238.72
EQUATIONS USED TO CALCULATE:			Total Volume / Total Site Volume	Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	% of Total Site Volume x Total Past and Future Response Costs	Base Share of Site Past and Future Response Costs+ (50% of future response costs + 25% of past and future response costs)	Base Share of Site Past and Future Response Costs + (100% of future response costs + 25% of past and future response costs)
			$100,000 / 77,802,721.86 = 0.0012851258986425$		$0.0012851258986425 \times (5,736,524.77 + \$17,300,000.00)$	$29,604.83 + (.5 \times (0.0012851258986425 \times \$17,300,000)) + (.25 \times (0.0012851258986425 \times \$21,016,524.77))$	$29,604.83 + (1.00 \times (0.0012851258986425 \times \$17,300,000)) + (.25 \times (0.0012851258986425 \times \$21,016,524.77))$

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
3053	Sellers Chrysler Plymouth	4,593.00	0.0059025832524650%		\$ 1,359.75	\$ 2,210.26	\$ 2,720.83

\* Please refer to prior 3/29/04 letter, "Payment to the US" and Section VI of the final Consent Decree for explanation of Minimum and Maximum Premium Options.  
+ Please refer to section V of final Consent Decree for definitions of terms.