

IN THE MATTER OF: )  
 )  
Prestige Chemical Company Site )  
 )  
Proceeding under Section 122(g)(4) )  
of the Comprehensive Environmental )  
Response, Compensation, and )  
Liability Act of 1980, as amended, )  
42 U.S.C. 9622(g)(4) )  
 )

U.S. EPA Docket No. CER-04-  
2002-3782

**ADMINISTRATIVE ORDER  
ON CONSENT**

**I. JURISDICTION**

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

2. This Administrative Order on Consent is issued to the persons, corporations, or other entities identified in Appendix B ("Respondents"). Each Respondent agrees to undertake all actions required by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

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

10075964



## II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site, pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make cash payments to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of response costs incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and to provide for full and complete contribution protection for Respondents with regard to the Site, pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

## III. DEFINITIONS

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

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

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

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

d. "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 current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

g. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

h. "Parties" shall mean EPA and the Respondents.

i. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix B.

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

k. "Section" shall mean a portion of this Consent Order identified by a roman numeral.

l. "Site" shall mean the Prestige Chemical Company Superfund Site, encompassing approximately 6.25 acres, located at 4 Ginn Street in Senoia, Coweta County, Georgia, as depicted more clearly on the map attached as Appendix A.

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

#### **IV. STATEMENT OF FACTS**

6. The Prestige Chemical Company Superfund Site is located at 4 Ginn Street, in Senoia, Coweta County, Georgia. In 1996 and 1997, the owner of the property rented the front-half of one of the warehouses on the Site to Deryl Parker, owner of Prestige Chemical Company, who used it to store hazardous substances, pollutants, and contaminants he collected from Atlanta-area businesses.

7. Hazardous substances, including lead, chromium, methyl ethyl ketone, and chloroform, were released at or from the Site

and there were substantial threats of further releases of such hazardous substances at or from the Site.

8. As a result of the releases and threat of additional releases of hazardous substances, EPA undertook response actions at or in connection with the Site, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. On October 22, 1997, EPA began a fund-lead, time-critical removal at the Site. Removal activities included Site stabilization, sampling, analysis, waste profiling, waste consolidation, and proper disposal of the hazardous and nonhazardous substances contained in more than 2329 containers stored at the Site. No further response action is planned.

9. In performing these response actions, EPA has incurred \$1,511,352.93 in response costs, as of March 5, 2002. The Department of Justice has incurred \$28,203.90 in response costs as of January 26, 2002.

10. Each Respondent listed in Appendix B arranged for disposal or treatment of a hazardous substance owned or possessed by such Respondent which was taken to the Site.

11. The amount of hazardous substances contributed to the Site by each Respondent did not exceed 915 gallons or 1.109% of the hazardous substances, pollutants, and contaminants removed from the Site, as indicated in Appendix C, and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

12. The total response costs incurred at or in connection with the Site by the EPA Hazardous Substance Superfund totaled \$1,443,106.07 as of September 24, 2001, the date the contribution allocations were calculated for each Respondent. The payment required to be made by each Respondent pursuant to this Consent Order is a minor portion of this total amount.

#### **V. DETERMINATIONS**

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

a. The Prestige Chemical Company Site is a "facility," as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

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

c. Each Respondent is liable for response costs, pursuant to Section 107(a)(3), 42 U.S.C. § 9607(a)(3), and is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There was an actual or threatened "release" of a "hazardous substance" from the Site, as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

e. The actual or threatened "release" caused the incurrence of response costs.

f. Prompt settlement with each Respondent is practicable and in the public interest, within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. The amounts of hazardous substances contributed to the Site by each Respondent are minimal in comparison to the total amount of hazardous substances at the Site, within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

h. As to each Respondent, this Consent Order involves only a minor portion of the response costs at the Site, within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

i. EPA and the Department of Justice have reviewed the financial information submitted by some Respondents to determine if they are financially able to pay their allocated share of response costs. Based on this financial information, it has been determined that these Respondents can pay the amounts specified in Appendix C, in the time frame indicated in Paragraph 15 and Appendix D, without undue financial hardship.

## **VI. ORDER**

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

## **VII. PAYMENT**

15. Respondent Clayton Collision Center, Inc. shall pay to the EPA Hazardous Substance Superfund the amount set forth in Appendix C to this Consent Order, according to payment schedule

outlined in Appendix D. All other Respondents shall pay to the EPA Hazardous Substance Superfund the amount set forth in Appendix C to this Consent Order within 30 days of the effective date of this Consent Order.

16. Each Respondent's payment is for past response costs incurred at or in connection with the Site.

17. Each payment shall be made by certified or cashier's check, made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, EPA Region 4, and Site Spill ID Number A4D7, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency  
Region 4  
Superfund Accounting  
P.O. Box 100142  
Atlanta, Georgia 30384  
Attn: Collection Officer for Superfund

A copy of the check should also be sent to Ms. Paula V. Batchelor at the address provided below:

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

18. At the time of payment, each Respondent shall send notice that such payment has been made to:

Mr. Johnny Morgan  
Enforcement Project Manager  
U.S. Environmental Protection Agency  
Region 4  
CERCLA Program Services Branch  
Waste Management Division  
Sam Nunn Atlanta Federal Center  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

**VIII. FAILURE TO MAKE PAYMENT**

19. Any Respondent who fails to make full payment, as described in Paragraph 15 and Appendix C, due within the time required by Paragraph 15 and Appendix D, shall pay Interest on

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

#### **IX. CERTIFICATION OF RESPONDENT**

20. By signing this Consent Order, each Respondent certifies, individually, that, to the best of its knowledge and belief, it has:

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

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

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

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

21. In consideration of the payments that will be made by Respondents under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant shall take effect for Clayton Collision Center, Inc. upon receipt of the first payment, as required by Section VII and the schedule outlined in Appendix D. With respect to present and future liability, this covenant not to sue shall take effect as to each other Respondent upon receipt of that Respondent's payment as required by Section VII and Appendix C. With respect to each Respondent, individually, this covenant not to sue is

conditioned upon: a) the satisfactory performance by Respondent of all its obligations under this Consent Order; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site and Respondent's financial condition. This covenant not to sue extends only to Respondents and does not extend to any other person.

#### **XI. RESERVATIONS OF RIGHTS BY UNITED STATES**

22. The covenant not to sue by the United States set forth in Paragraph 21 does not pertain to any matters other than those expressly specified in Paragraph 21. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters including, but not limited to:

a. liability for failure to meet a requirement of this Consent Order;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or

d. liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant, or contaminant at the Site after the effective date of this Consent Order.

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

a. information is discovered which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a de minimis party at the Site because such Respondent contributed greater than 7.4% of the hazardous substances, pollutants, and contaminants 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.

b. information is discovered which indicates that financial documentation submitted by such Respondent to



substantiate an inability-to-pay claim is false or, in any material respect, inaccurate.

### **XII. COVENANT NOT TO SUE BY RESPONDENTS**

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

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

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

25. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

26. Respondents covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

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

27. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States and Respondents each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

28. 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, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the

instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 21.

29. The Parties agree that each Respondent is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken by the United States and all response costs incurred and to be incurred by the United States, at or in connection with the Site.

#### **XIV. PARTIES BOUND**

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

#### **XV. INTEGRATION/APPENDICES**

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

"Appendix A" is a map of the Site.

"Appendix B" is the list of the Respondents who are parties to this settlement agreement.

"Appendix C" is a list of the amount of hazardous substances each Respondent contributed to the Site and the payment each agrees to make to settle this action.

"Appendix D" lists the installment payment schedule for Clayton Collision Center, Inc., determined appropriate by EPA and DOJ, based on an evaluation of financial information submitted to substantiate the company's inability-to-pay claim.

**XVI. PUBLIC COMMENT**

32. This Consent Order shall be subject to a public comment period of not less than 30 days, pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

**XVII. ATTORNEY GENERAL APPROVAL**

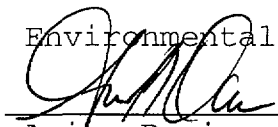
33. The Attorney General or his designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

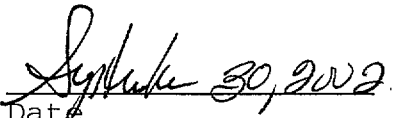
**XVIII. EFFECTIVE DATE**

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

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

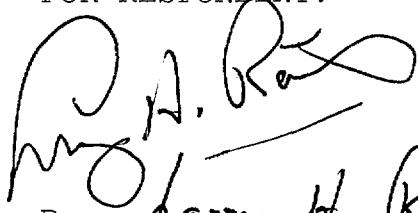
By:   
Anita Davis  
Acting Chief,  
CERCLA Program Services Branch  
Waste Management Division

  
Date

**In the Matter of Prestige Chemical Company Superfund Site**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of [insert U.S. EPA docket number], relating to the Prestige Chemical Company Superfund Site.

FOR RESPONDENT:

 Clayton Collision Center, Inc.  
7422 Tara Blvd Jonesboro Ga 30236  
Address  
By: Larry H. Rains Date 9/2/02  
Name

Title: Owner

**In the Matter of Prestige Chemical Company Superfund Site**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of [insert U.S. EPA docket number], relating to the Prestige Chemical Company Superfund Site.

FOR RESPONDENT: *Phillip E. Hoover for Fred Brett*  
Brett, Inc., d/b/a Maaco Body & Paint Shop  
Smith, Gambrell & Russell, LLP  
1230 Peachtree Street, N.E., Suite 3100, Atlanta, GA 30309-3592  
Address

By: Phillip E. Hoover  
Name

8-26-02  
Date

Title: Attorney for Brett, Inc.

**In the Matter of Prestige Chemical Company Superfund Site**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of [insert U.S. EPA docket number], relating to the Prestige Chemical Company Superfund Site.

FOR RESPONDENT:

*Tracy F. Goldman* DBA Perdue's Paint & Body Shop, Inc.  
Perdue's Paint and Body Shop, Inc. Shop Inc.  
1705 Hwy 16 West Griffin, Ga. 30223  
Address

By: *Tracy F. Goldman*  
Name

9/24/02  
Date

Title: *Sec / Treasurer*

**In the Matter of Prestige Chemical Company Superfund Site**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of [insert U.S. EPA docket number], relating to the Prestige Chemical Company Superfund Site.

FOR RESPONDENT: Heng's Inc.  
Heng's Inc., d/b/a Maaco Auto Painting and  
Bodyworks of Mableton  
5392 Floyd Rd Mableton Ga 30126  
Address

By: Susan Thi  
Name

9-10-02  
Date

Title: Manager

New Address  
C/O Susan Thi  
135 Foal DR  
Raswell Ga 30076

**In the Matter of Prestige Chemical Company Superfund Site**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of [insert U.S. EPA docket number], relating to the Prestige Chemical Company Superfund Site.

FOR RESPONDENT:

Wade Industries, Inc.  
8326 Tara Blvd.  
Jonesboro, Georgia 30236  
Address

*Aden Wade*  
By: Aden Wade  
Name

9-12-02  
Date

Title: President



**In the Matter of Prestige Chemical Company Superfund Site**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of [insert U.S. EPA docket number], relating to the Prestige Chemical Company Superfund Site.

FOR RESPONDENT: Tony D. Infinger  
Tony Infinger, Inc., d/b/a H & H Body Shop  
4959 BUFORD HWY  
NORCROSS GA. 30071  
Address

By: TONY D. INFINGER 9-3-02  
Name Date

Title: PRESIDENT

**In the Matter of Prestige Chemical Company Superfund Site**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of [insert U.S. EPA docket number], relating to the Prestige Chemical Company Superfund Site.

FOR RESPONDENT: *[Signature]*  
M & G Auto Enterprises, Inc.

1350 S. MARIETTA PARKWAY  
Address MARIETTA, GEORGIA 30067

By: GARY M. FRANK  
Name

8-19-02  
Date

Title: PRESIDENT

**In the Matter of Prestige Chemical Company Superfund Site**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of [insert U.S. EPA docket number], relating to the Prestige Chemical Company Superfund Site.

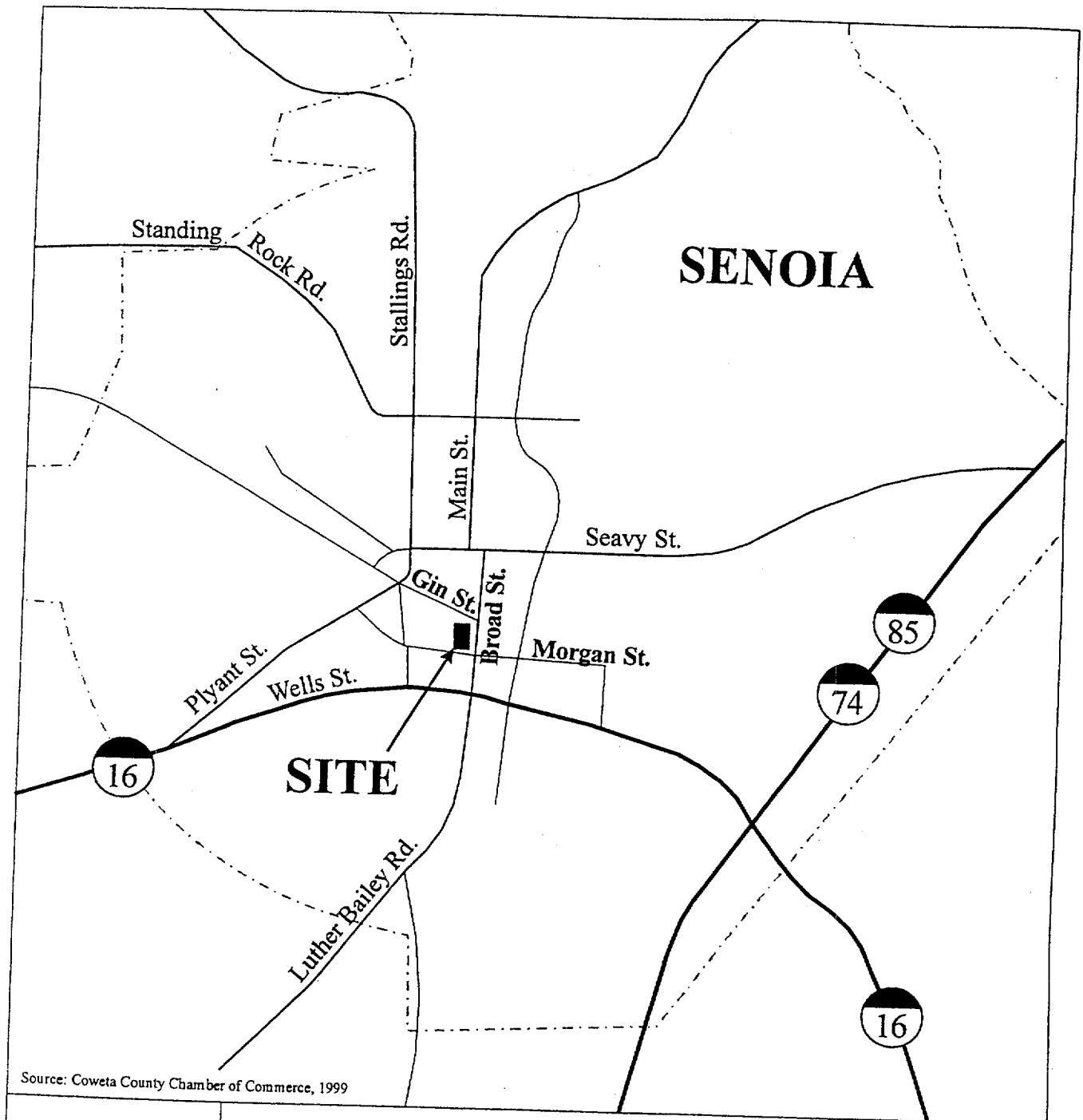
FOR RESPONDENT: For Stone Mountain Body Shop, Inc.  
Athanas Tsarouhas Stone Mountain Body Shop, Inc. ✓  
6610 St Memorial Drive, Stone Mountain, GA 30083  
Address

By: A.P. Tsarouhas Athan P. Tsarouhas 8/5/02  
Name Date

Title: Consultant to Stone Mountain Body Shop

Appendix A

Map of Site



Source: Coweta County Chamber of Commerce, 1999



Site Location Map  
 Prestige Chemical Company Site  
 Senoia, Coweta County, Georgia

Figure 1

Appendix CContribution Allocation/Settlement Amount

<u>Respondent</u>	<u>Contribution of Hazardous Substances to Site<sup>1</sup></u>		<u>Settlement Amount</u>
Clayton Collision	915 gal.	1.109%	10,000 <sup>2</sup>
Brett, Inc. Maaco (Doraville)	770 gal.	.93%	9,633
Perdue's	330 gal.	.400%	4,156
Heng's, Inc. (Maaco Mableton)	275 gal.	.333%	3,460
Wade, Inc. (Wade Collision)	220 gal.	.267%	2,774
Tony Infinger, Inc. H & H Body Shop	149 gal.	.18%	1,870
M & G Auto	853 gal.	1.034%	1,500 <sup>3</sup>
Stone Mountain	115 gal.	.139%	1,000 <sup>4</sup>
Total:	3,627 gal.	-	\$ 34,393

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<sup>1</sup> Percent of 82,475 gallons of hazardous substances, pollutants, and contaminants removed from Site.

<sup>2</sup> Based on ability-to-pay determination.

<sup>3</sup> Based on ability-to-pay determination.

<sup>4</sup> Based on ability-to-pay determination.

Appendix DPayment Schedule for Clayton Collision Center, Inc.

Clayton Collision Center, Inc. agrees to pay the settlement amount listed in Appendix C (\$10,000) according to the schedule outlined below. All payments shall be made pursuant to the instructions in Section VII, Paragraphs 15 - 18 of this Consent Order. Any failure to make any required payment shall be governed by Section VIII, Paragraph 19.

1. \$2500 within six (6) months of the effective date of this Consent Order;
2. \$2500 within 12 months of the effective date of this Consent Order;
3. \$2500 within 18 months of the effective date of this Consent Order; and
4. \$2500 within 24 months of the effective date of this Consent Order.