

## CONCRETE STRATEGIES SETTLING PARTY

## SETTLEMENT FOR DEMAND AMOUNT

U.S. EPA Region 7  
Docket No. CERCLA-07-2025-0055

PROCEEDING UNDER  
SECTION 122(h)(1) OF CERCLA  
42 U.S.C. § 9622(h)(1)

## CERCLA SECTION 122(h)(1) SETTLEMENT FOR DEMAND AMOUNT

1. This Settlement for Demand Amount ("Settlement") 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 ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders) and redelegated to the Region 7 director of the Superfund and Emergency Management Division pursuant to Regional delegation R7-14-14D revised April 29, 2019.

2. This Settlement concerns the I-435 Mystery Spill ("Site") located in Lenexa, Kansas. Based on available information, there was a documented release of "hazardous substances" as defined by section 101(23) of CERCLA, 42 U.S.C. § 9601(23). The source of the spill was identified as Concrete Strategies, which EPA alleges is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

3. The parties to this Settlement are the EPA and Concrete Strategies ("Settling Party"), collectively "the Parties." This Settlement is binding upon the EPA and upon Settling Party and its successors and assigns.

4. In response to the release or threatened release of hazardous substances at or from the Site, the Parties undertook a removal action at the Site from April 21, 2023, until May 2, 2023 ("the Removal Action"). The EPA incurred response costs pursuant to Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), for the Removal Action.

5. On April 7, 2025, the EPA issued a demand for payment of \$33,425.79 to Settling Party for the full amount of response costs incurred by the EPA at or in connection with the Removal Action. The demand letter included a demand for the EPA's direct and indirect costs paid as of that date at or in connection with the Site plus accrued "Interest" on all such costs from the date of demand (such interest and costs are collectively referred to herein as "EPA's Response Costs"). For purposes of this Settlement, "Interest" means 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 is the rate in effect at the time the interest accrues.

6. The EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is liable for the EPA's Response Costs.

7. Within 30 calendar days of the "Effective Date" as defined in Paragraph 18, Settling Party shall pay \$33,425.79, plus Interest accrued from the date of the demand to the date of payment. If the 30th calendar day falls on a Saturday, Sunday, or federal holiday, the due date shall be the close of business of the next working day.

8. Settling Party shall make payment to the EPA by Fedwire Electronic Funds Transfer (EFT) 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"

9. Settling Party's payment shall reference Site/Spill ID Number KSN000740986 and the EPA docket number for this action. The EPA will deposit the total payment into the EPA Hazardous Substance Superfund.

10. At the time of payment, Settling Party shall send notice that payment has been made to [Taylor Tavormina, Region 7 Attorney Advisor, [tavormina.taylor@epa.gov](mailto:tavormina.taylor@epa.gov), and to the EPA Cincinnati Finance Center at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov). Such email notice shall reference Site/Spill ID Number KSN000740986 and the EPA docket number for this action.

11. If Settling Party fails to make the payment required by Paragraph 7 above, Interest shall continue to accrue on the unpaid balance from the date of demand through the date of payment, and Settling Party shall pay to the EPA, as a stipulated penalty, \$500 for each day that payment is late for the first day through the twentieth day, and \$1,000 for each day for the twenty-first day and beyond. Any such stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by the EPA. Penalties shall accrue as provided above regardless of whether the EPA has notified Settling Party, but payment need only be made upon demand.

12. The EPA covenants not to sue or take administrative action against Settling Party pursuant to Section 107(a) of CERCLA to recover the EPA's Response Costs. This covenant is effective on the Effective Date and is conditioned on Settling Party's payment in accordance with this Settlement. This covenant extends to Settling Party and does not extend to any other person.

13. The EPA reserves all rights against Settling Party with respect to all other matters, including but not limited to: a) liability for failure to make payment as required by this Settlement; b) liability for costs incurred or to be incurred by the United States that are not within the definition of EPA's 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. The EPA further reserves all rights as to any matter relating in any way to the Site against any person who is not a party to this Settlement.

14. Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States (including its departments, agencies, and instrumentalities), or its contractors or employees, with respect to the EPA's Response Costs, EPA's response actions at the Site, or this Settlement, including but not limited to, any claim against the Hazardous Substance Superfund. This Settlement does not 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).

15. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and 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, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are the EPA's Response Costs. The Parties further agree that this Settlement is an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved

liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

16. This Settlement does not constitute an admission of any liability by Settling Party. Settling Party retains the right to contest all findings and allegations contained in this Settlement, except in any proceeding to implement or enforce its terms.

17. Each signatory to this Settlement certifies that he or she is authorized to enter into this Settlement and to bind legally the party represented by him or her.

18. This Settlement shall be effective on the date of signature by the EPA. On that date, the EPA will notify Settling Party by email at pkayser@harrisdowell.com that this Settlement is effective, and that payment is due in accordance with Paragraph 7. EPA's notice will include a calculation of the Interest due in accordance with Paragraph 7.

**IT IS SO AGREED:**

U.S. Environmental Protection Agency

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Robert D. Jurgens  
Director, Superfund and Emergency Management Division  
EPA Region 7

\_\_\_\_\_  
Date

Signature Page for Settlement for Demand Amount Regarding I-435 Mystery Spill Superfund Site

NAME AND ADDRESS OF SETTLING PARTY: \_\_\_\_\_

Concrete Strategies  
9829 Commerce Parkway Lenexa, KS

NAME AND TITLE OF SIGNATORY:  
(print or type)

\_\_\_\_\_  
*Pat Monahan*  
Signature

\_\_\_\_\_  
4/29/25  
Date