

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
901 N. FIFTH STREET
KANSAS CITY, KANSAS 66101

IN THE MATTER OF:) SETTLEMENT AGREEMENT
)
Part of PCB Treatment, Inc. Superfund Site)
45 Ewing Street)
Kansas City, Kansas)
)
Anthony Prunsky, an Individual)
Settling Party)
) U.S. EPA Region VII
) CERCLA-07-2007-0009
) Proceeding Under Section 122(h)
) of CERCLA, 42 U.S.C. § 9622(h)
)
)

DECLARATION OF FINAL AGREEMENT AND EFFECTIVE DATE

The public comment period that ran on this Settlement Agreement in accordance with Section 122(i) of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9622(i) has closed. No comments were submitted.

Now therefore, the United States Environmental Protection Agency – Region VII declares this Settlement Agreement a final agreement having an Effective Date of this 13th day of December, 2007.


Cecilia Tapia
Director
Superfund Division

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and the Region VII Division Director of the Superfund Division by Regional redelegation R7-140014-D. This Settlement Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Deputy Chief of the Environmental Enforcement Section.

2. This Settlement Agreement is made and entered into by EPA and Anthony Prunsky for himself and on behalf of his heirs ("Settling Party"). Settling Party consents to and will not contest the authority of the United States to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns part of the PCB Treatment Inc. Site ("Site") located at 45 Ewing Street, Wyandotte County, Kansas City, Kansas ("Ewing Property"). The Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. Pursuant to Administrative Order on Consent, EPA CERCLA Docket Number 07-2002-0128, a group of potentially responsible parties, identified as the PCB Treatment, Inc. Steering Committee ("Steering Committee"), agreed to perform a removal action at the Site to address the release of polychlorinated biphenols ("PCBs"). The Steering Committee completed the removal action at the Ewing Property in March 2007 which included demolishing the building located there and excavating the PCB-contaminated soils surrounding the building. In September 2005, the Steering Committee performed a removal action at another portion of the Site located at 2100 Wyandotte Street, Jackson County, Missouri.

5. In performing response actions at the Site, EPA has incurred response costs and will incur additional response costs in the future.

6. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site. Specifically, EPA alleges that Settling Party is the current owner of the

Ewing Property and was an owner at the time of disposal of PCBs.

7. EPA has reviewed the Financial Information submitted by Settling Party to determine whether Settling Party is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, EPA has determined that Settling Party has limited financial ability to pay for EPA's unreimbursed response costs incurred and to be incurred at the Site.

8. EPA and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Settlement Agreement.

III. PARTIES BOUND

9. This Settlement Agreement shall be binding upon EPA and upon Settling Party and his heirs. Any change in ownership or legal status of Settling Party, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Settlement Agreement.

IV. STATEMENT OF PURPOSE

10. By entering into this Settlement Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Party to make a cash payment to address his alleged civil liability for the Site as provided in the Covenant Not to Sue by EPA in Section IX, subject to the Reservations of Rights by EPA in Section X.

V. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

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

b. "Closing" shall mean the final transaction between the Settling Party and the buyer of the Ewing Property whereby the conveyancing documents are concluded and the money and property transferred, which shall in all events be for a purchase price in excess of the Fair Market Value, as defined herein.

c. "Closing Agent" shall mean the third-party conducting the Closing for the Ewing Property and disbursing the Net Sale Proceeds pursuant to the instructions provided in Paragraph 13 of this Settlement Agreement.

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

e. "Effective Date" shall mean the effective date of this Settlement Agreement as provided in Paragraph 34 herein.

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

g. "Ewing Property" shall mean that portion of the Site owned by Settling Party since October 20, 1998. The Ewing Property is located at 45 Ewing Street in Kansas City, Kansas and is designated by the following property description: Lots 40, 42, 44, 46, 48, and 50 in Kansas City, Kansas; an addition in Kansas City, Wyandotte County, Kansas. Kansas City, Kansas and Wyandotte County are now known collectively as the Unified Government Wyandotte County/Kansas City.

h. "Fair Market Value" shall mean the price at which the Ewing Property would change hands between a willing buyer and a willing seller under actual market conditions, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value shall not be less than the highest appraised value of the property as stated in Appendix B, appraisals.

i. "Financial Information" shall mean those financial documents identified in Appendix A.

j. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded 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.

k. "Net Sales Proceeds" shall mean the total value of all consideration received by Settling Party for the Transfer less i) closing costs limited to those reasonably incurred and actually paid by Settling Party associated with the Transfer of the Ewing Property, and ii) taxes owed to the Unified Government of Wyandotte County/Kansas City, Kansas on the proceeds. Settling Party shall provide EPA with documentation sufficient to show the total value of all consideration received by Settling Party at the time of the Transfer, the amount of the proceeds of the Transfer, and the amounts corresponding to closing costs and taxes stated above. The documentation must also include a schedule showing all outstanding indebtedness on the Ewing Property. Settling Party shall include the required documentation as part of the notification of completion of the Transfer provided to EPA pursuant to Paragraph 12.b. of this Settlement Agreement.

l. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

m. "Parties" shall mean EPA and Settling Party.

n. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

o. "Settlement Agreement" shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

p. "Settling Party" shall mean Anthony Prunsky, an individual, together with his heirs.

q. "Site" shall mean the PCB Treatment, Inc. Superfund site, located at 2100 Wyandotte Street in Kansas City, Jackson County, Missouri and 45 Ewing Street, Kansas City, Wyandotte County, Kansas.

r. "Transfer" shall mean each sale, assignment, transfer or exchange by Settling Party (or his heirs) of the Ewing Property or any portion thereof, or of the entity owning the Property, where title to the Ewing Property (or any portion or interest thereof) or to the entity owning the Ewing Property i) is transferred and Fair Market Value is received in consideration, or ii) is transferred involuntarily by operation of law, including foreclosure and its equivalents following default on the indebtedness secured, in whole or in part, by the Ewing Property, including, but not limited to, a deed or other assignment in lieu of foreclosure. A Transfer does not include a transfer pursuant to an inheritance or a bequest.

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

VI. PAYMENT OF RESPONSE COSTS AND SALE OF EWING PROPERTY

12. Sale of Ewing Property.

a. Settling Party shall pay to EPA \$5,000 from the Transfer of the Ewing Property. Payment to EPA shall be made pursuant to the instructions provided in Paragraph 13.a. Payment to EPA shall be made within 3 days of the effective date of the Transfer of the Property.

b. Settling Party shall use his best efforts to Transfer the Property within three months of the Effective Date. Settling Party agrees that he will not sell, assign, transfer or exchange the Ewing Property except by means of a Transfer. At least 15 days prior to any such Transfer, Settling Party shall notify EPA of the proposed Transfer, which notice shall include a description of the property to be sold, the identity of the purchaser, the terms of the Transfer, the consideration to be paid, and a copy of the Transfer agreement. The proposed sales price must be at least equal to the Fair Market Value of the Ewing Property. Settling Party shall notify EPA of the completion of the Transfer within 5 days of the date of Closing and shall include with such notification a copy of the Closing binder, including final executed documentation for the conveyance and a work sheet setting forth the Net Sales Proceeds and the amount payable to EPA.

c. The Closing Agent's failure to disburse the Net Sale Proceeds in accordance with Paragraph 13 shall in no way alter Settling Party's obligation to make payment as required pursuant to Paragraph 12.a. of this Settlement Agreement.

13. **Instructions for Disbursement of Net Sale Proceeds.** Pursuant to Paragraph 34 herein, EPA will notify Settling Party of the date that this Settlement Agreement becomes effective. On the date of Closing, Settling Party shall instruct the Closing Agent to disburse the Net Sale Proceeds in the following manner, and on that same date notify EPA that the Settling Party has so instructed the Closing Agent:

a. Funds in the amount of \$5,000 shall be wire transferred to:

MELLON BANK,
ABA 043000261
Account 9109125
EPA Region 7

The wire transfer shall include a note that references the name and address of Settling Party, the PCB Treatment, Inc. Superfund Site, EPA Region VII, Site/Spill ID #07RJ and the EPA Docket Number CERCLA-07-2007-0009.

b. Funds in the amount of \$12,127.50 shall be transferred to Steven Katz, Esq., Attorney for Settling Party. Payment shall be made by certified or cashier's check made payable to Steven Katz and sent to:

Steven Katz, Esq.
1925 Turtle Bay Road
Vernon Hills, IL 60061

14. The total amount to be paid to the EPA Hazardous Substance Superfund pursuant to Paragraph 12.a. shall be deposited in the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

15. **Interest on Late Payments.** If Settling Party fails to make any payment required by Paragraphs 12 and 13 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. **Stipulated Penalty.**

a. If the amount due to EPA under Paragraph 12.a. is not paid by the required date, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to Interest, \$500.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as stipulated penalties and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of Settling Party, the PCB Treatment Inc. Superfund Site, EPA Region VII, Site/Spill ID #07RJ, and the EPA Docket Number CERCLA-07-2007-0009 for this action, and shall be sent to:

EPA Hazardous Substance Superfund
EPA Region VII
P.O. Box 371099M
Pittsburgh, PA 15251

c. At the time of payment, Settling Party shall send notice that such payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice

shall identify Region VII, #07RJ and EPA Docket Number CERCLA-07-2007-0009.

d. Penalties shall accrue as provided above regardless of whether EPA has notified Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, if Settling Party fails or refuses to comply with any term or condition of this Settlement Agreement, Settling Party shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Settling Party's payment of stipulated penalties shall not excuse Settling Party from payment as required by Paragraphs 12 and 13 or from performance of any other requirements of this Settlement Agreement.

VIII. RELEASE OF NOTICE OF FEDERAL LIEN

19. Within 10 days after receipt of Net Sale Proceeds consistent with Paragraph 13, EPA shall file a Release of Notice of Federal Lien with the Unified Government Wyandotte County/Kansas City, Kansas Recorder of Deeds office. The Release of Notice of Federal Lien shall release the Notice of Federal Lien filed on November 22, 2000, Instrument Number 2000R-23632, and shall not release any other lien or encumbrance which may exist upon the Ewing Property.

IX. COVENANT NOT TO SUE BY EPA

20. Except as specifically provided in Section X (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs and Sale of Ewing Property) and any amount due under Section VII (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of his

obligations under this Settlement Agreement. This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Party. If the Financial Information is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Party shall forfeit all payments made pursuant to this Settlement Agreement and the covenant not to sue shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose EPA's right to pursue any other causes of action arising from either Settling Party's false or materially inaccurate information. This covenant not to sue extends only to Settling Party and does not extend to any other person.

X. RESERVATIONS OF RIGHTS BY EPA

21. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 20. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Party with respect to:

- a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;
- 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;
- d. liability, based upon Settling Party's ownership or operation of the Site, or upon Settling Party's 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 Settlement Agreement by Settling Party; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

22. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Settlement Agreement, if the Financial Information provided by Settling Party, the financial certification made by Settling Party in Paragraph 30.b., or the insurance certification made by Settling Party in Paragraph 30.c., is false or, in any material respect, inaccurate.

23. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or

judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

XI. COVENANT NOT TO SUE BY SETTLING PARTY

24. Settling Party 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 Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, 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 Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

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 26 (Waiver of Claims) and Paragraph 29 (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 21 c - e, but only to the extent that Settling Party's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

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

26. Settling Party agrees not to assert any claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Party.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION

27. Except as provided in Paragraph 26, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. EPA reserves any and all rights (including, but not limited to, any right

to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

28. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The "matters addressed" in this Settlement Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Settlement Agreement (except for claims for failure to comply with this Settlement Agreement), in the event that EPA asserts rights against Settling Party coming within the scope of such reservations.

29. 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 Party 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 by the United States in the subsequent proceeding were or should have been addressed in this Settlement Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by EPA set forth in Section IX.

XIII. CERTIFICATION

30. Settling Party hereby certifies that, to the best of his knowledge and belief, after thorough inquiry, he has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to his potential liability regarding the Site since notification of potential liability by the United States or the filing of a suit against him regarding the Site and that he has fully complied with any and all EPA requests for documents or information regarding the Site and Settling Party's financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e);

b. submitted to EPA complete Financial Information that fairly, accurately, and

materially sets forth his financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time Settling Party executes this Settlement Agreement; and

c. fully and accurately disclosed the existence of any insurance policies that may cover claims relating to cleanup of the Site.

XIV. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Party.

As to EPA:

Audrey Asher, Esq.
Senior Assistant Regional Counsel
901 N. Fifth Street
Kansas City, KS 66101

As to Settling Party:

Steven Katz, Esq.
1925 Turtle Bay Road
Vernon Hills, IL 60061

XV. INTEGRATION/APPENDICES

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

Appendix A is a list of the financial documents submitted to EPA by Settling Party.

Appendix B consists of two appraisals of the Ewing Property.

XVI. PUBLIC COMMENT

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


XVII. EFFECTIVE DATE

34. The Effective Date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 33 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Settlement Agreement.

*In the Matter of Part of the PCB Treatment Inc. Superfund Site, Settling Party Anthony Prunsky
CERCLA Docket 07-2007-0009*

IT IS SO AGREED:

Settling Party


Anthony Prunsky, an Individual

9/19/2007
Date

*In the Matter of Part of the PCB Treatment Inc. Superfund Site, Settling Party Anthony Prunsky
CERCLA Docket 07-2007-0009*

U.S. Environmental Protection Agency

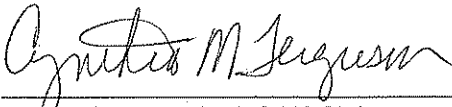
By: Audrey Asher
Audrey Asher
Senior Assistant Regional Counsel

9/24/07
Date


By: Cecilia Tapia
Cecilia Tapia, Director
Superfund Division

9/25/07
Date

U.S. Department of Justice

By: 
CYNTHIA M. FERGUSON
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

10-12-07
Date

By: 
ELLEN M. MAHAN
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

10-12-07
Date

APPENDIX A

LIST OF FINANCIAL DOCUMENTS

- Response of Anthony Prunsky to CERCLA 104(e) Information Request Date December 1, 2006, PCB Treatment, Inc. Superfund Site - 45 Ewing Street Property
- Federal income tax returns, for years 2001 through and including 2005 for Anthony Prunsky
- completed Individual Ability to Pay Claim Financial Data Request Form dated 12/28/06 signed by Anthony Prunsky

APPENDIX B

Appraisals of 45 Ewing Street Property