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VIA FEDERAL EXPRESS

Sharon E. Kivowitz, Esq.
Assistant Regional Counsel
Office of the Regional Counsel – Region 2
United States Environmental Protection Agency
290 Broadway, 17th Floor
New York, NY 10007-1866

Re: New Cassel/Hicksville Ground Water Contamination Superfund Site – Proposed Settlement Agreement and Order

Dear Ms. Kivowitz:

This firm represents Utility Manufacturing Co. and Nest Equities, Inc. The comments below are in response to the proposed Administrative Settlement Agreement and Order on Consent for Remedial Design, Remedial Investigation/Feasibility Study, and Cost Recovery (the "Settlement Agreement and Order") for the New Cassel/Hicksville Groundwater Contamination Superfund Site (the "Site") issued by the United States Environmental Protection Agency ("USEPA" or the "Agency"), Region 2, on July 23, 2014.

My clients' and my initial reaction to the Settlement Agreement and Order was to question USEPA's intentions when it made the decision to proffer it to the named Respondents. The document and the Agency lost credibility with us after we undertook an analysis of the schedule included in the document. It is impossible. The Agency is asking several individual entities with differing agendas and points of view about the Site, each named as a Respondent, to come together in ten days' time and agree upon a team of environmental experts who will prepare a remedial design and undertake a remedial investigation and feasibility study at an as yet undefined site. Then within 30 days of the effective date of the Settlement Agreement and Order, the Respondents who have signed the Settlement Agreement and Order are expected to submit to USEPA the work plan for the design of the remedial action for OU1 and the site characterization report for OU3. Those time periods are not practicable or achievable, but even if they were, the USEPA is asking these individual entities to pull together $6 million as financial

security. Even if that number had been substantiated, many of the named respondents, like my clients, are small, local, family-owned businesses struggling to make ends meet in the wake of a devastating economic crisis, and will not be able to contribute a small fraction of that amount. Utility and Nest Equities are concerned for the future of their businesses in light of the financial security demand in the Settlement Agreement on top of the demand that the Respondents pay within 30 days $964,994.12 to USEPA for the Agency's past costs, with the promise of accrued interest on any unpaid amount beginning from the date of the USEPA letter that accompanied the Settlement Agreement and Order. These are unreasonable requests and in any case, they are not feasible for my clients.

There are ways that an agreement can be reached, but it will involve some discussion, which will likely take us into the next fiscal year. We are willing to cooperate with USEPA and the other PRPs to come up with a feasible approach that includes de minimis settlement discussions at the beginning of the process. A more protracted cooperative approach may not be what USEPA had in mind, but such an approach to settlement will likely be more productive than the dead end direction the proposed Settlement Agreement is taking.

Finally, we support the comments submitted to USEPA by counsel for other Respondents, and we are reserving our rights to provide further comments.

Very truly yours,

Miriam E. Villani

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