

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2**

In the Matter of:

Cycle Chem Incorporated,

Respondent

Proceeding under Section 7003 of the Solid
Waste Disposal Act, as amended.

ADMINISTRATIVE ORDER
ON CONSENT

Docket No. RCRA-02-2018-7301

I. INTRODUCTION AND JURISDICTION

1. This Administrative Order on Consent (“Order” or “AOC”) is issued to Respondent Cycle Chem Incorporated (“Respondent”). This Order provides for the performance of certain work by Respondent on the Cycle Chem Site, as defined herein, in Elizabeth, New Jersey. The Order is issued by the United States Environmental Protection Agency (“EPA”) pursuant to the authority vested in the Administrator of EPA by Section 7003 of the Solid Waste Disposal Act, as amended, and codified at 42 U.S.C. § 6901 *et seq.* (hereinafter referred to as “the Act” or “RCRA”), which authority has been duly delegated to EPA’s Regional Administrators. Notice of this Order has been provided to the State of New Jersey, Department of Environmental Protection (“NJDEP”), pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973.
2. Based on the receipt of information by EPA, Region 2, that past and present handling, storage, treatment or disposal of hazardous waste (as defined in Section 1004 of RCRA, 42 U.S.C. § 6903) at the facility, as described below, may present an imminent and substantial endangerment to human health and/or the environment, the EPA, Region 2, official executing this document hereby issues, with the consent of Respondent, this Administrative Order on Consent, captioned “In the Matter of Cycle Chem Incorporated,” and bearing docket number RCRA-02-2018-7301. Below, pursuant to Section 7003 of the Act, 42 U.S.C. § 6973, are set forth the EPA Findings of Fact and Conclusions of Law, Determination, and Order based upon information of which EPA was aware as of November 1, 2016. Respondent neither admits nor denies EPA’s Findings of Fact and Conclusions of Law.

II. PARTIES BOUND

3. The Respondent bound by this Order is Cycle Chem Incorporated.
4. This Order shall apply to and be binding upon Respondent’s successors and assigns.

5. Respondent shall be responsible for ensuring that its agents, contractors, subcontractors, laboratories, and/or consultants comply with the requirements of this Order and perform the work mandated herein in accordance with the terms and conditions of this Order.

III. DEFINITIONS

6. Unless otherwise provided herein, all words and phrases used in this Order, including in exhibit attached that are defined in the Act, shall have the meanings assigned to them in that statute, 42 U.S.C. § 6903. Whenever the words or phrases listed below in paragraphs 7 through 10 are used in this Order (or the exhibits attached), they shall have the meanings as set forth herein.
7. "Cycle Chem" shall mean Respondent Cycle Chem Inc.
8. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 et seq.
9. "Cycle Chem Site" or "Site" shall mean the site located at 217 South First Street, Elizabeth, Union County, New Jersey, and consisting of parcels designated, respectively, as Block 74, Lot 865 (comprising approximately 2.03 acres), as shown on Exhibit A, annexed hereto, and including any structures or appurtenances located there.

IV. EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW

10. Respondent owns, operates, and/or controls the Cycle Chem Site.
11. Respondent is a "person" as that term is defined in Section 1004(15) of the Act, 42 U.S.C. § 6903(15).
12. The Site is bounded to the north by Butler Street, to the south by South First Street, to the east by the locations of the Clean Venture Truck Parking Lot and of the Clean Venture Inc. office, and to the west by the Yellow Freight Systems, Inc. truck parking area.
13. The Site is located approximately 650 feet from the Elizabeth River to the south and west, which is a tributary of the nearby Arthur Kill. See Site Location Map in Exhibit A.
14. As seen in Google Maps, there are residences, schools and public buildings within a mile radius of the Site. The site and immediate surrounding area are currently commercial/industrial.
15. Under various owners and operators, the Site has been active for over 80 years. A company known as Perk Chemical operated a chlorinated solvent distribution facility at the Site from 1962 through 1985. Prior to 1980, the Site was largely unpaved. Cycle Chem purchased the Site from Perk Chemical in 1985.
16. Cycle Chem has had the operational responsibility for the commercial activities conducted at the Site since 1985, in the course of which Respondent has (and continues to do so) handled, stored, treated and/or disposed of solid waste and hazardous waste. As of 2016, the Site contains a canopy under which there are 12 aboveground tanks handling and storing hazardous chemicals, a laboratory testing building, a drum storage/processing

area, a waste material packaging building and a loading/unloading staging area. The Site is a RCRA Treatment Storage and Disposal Facility (TSDF) operating under a permit issued by NJDEP.

17. Environmental investigations conducted at the Cycle Chem Site have revealed the presence of various hazardous wastes and/or solid waste in soil and groundwater. These investigations and the analytical results are described in various reports and summarized in the October 22, 2004 RCRA Facility Investigation (RFI) Work Plan, prepared by Respondent's consultant Vertex Engineering Services, Inc. Sections 1 and 2 of that Work Plan summarized past investigations at the Cycle Chem Site. EPA reviewed and approved the RFI Work Plan on August 29, 2017. The RFI Work Plan, including any supplements as may subsequently be agreed to by the parties, is hereby incorporated by reference as an attachment to this Order with the same force and effect as if it were fully set forth as an attachment hereto.

18. In 1998, a RCRA Interim Remedial Investigation (IRI) was performed at the Site in accordance with a Memorandum of Agreement (MOA) signed between NJDEP and Cycle Chem in 1992 (which was amended in 1995). In addition, groundwater was sampled during the closure of the Fuel Oil Underground Storage Tank (UST) in 1993. Both the IRI and UST closure concluded that groundwater at the Site is contaminated with volatile organic compounds (VOC) and semi-volatile organic compounds (SVOC) at levels above NJDEP groundwater quality criteria (GWQC). The 1998 IRI revealed groundwater contamination with VOCs above NJDEP GWQC, and total VOCs were found at levels up to 354,110 micrograms per liter (ug/l). VOCs showing the highest levels were benzene (17,535 ug/l), carbon tetrachloride (32,725 ug/l), 1,1-dichloroethane (25,143 ug/l), cis-1,2-dichloroethene (DCE) (99,880 ug/l), methylene chloride (267,985 ug/l), tetrachloroethene (53,555 ug/l), toluene (49,865 ug/l), trichloroethene (TCE) (36,730 ug/l), and naphthalene (9,300 ug/l). The tables below show VOCs and SVOCs contaminants of concern in groundwater, and the highest level reported during two (2) main investigation activities performed in the past: the closure of the UST in 1993 and the IRI conducted in 1998. The tables also show the monitoring wells where these samples were collected as well as the date of sampling.

Volatile Organic Compounds (Groundwater)

Contaminant	Highest Level Reported (ug/l)	Project	Monitoring Well ID	Sample Date	NJDEP GWQC (ug/l)
Benzene	17,535	1998 Site-Wide RI	SMW-4	6/19/98	1
2-Butanone (MEK)	960	Fuel Oil UST Closure RI	MW-3 near 500-gallon UST	12/28/93	300
Carbon Tetrachloride	32,725	1998 Site-Wide RI	SMW-3	6/19/98	1
Chlorobenzene	550	1998 Site-Wide RI	SMW-4	6/19/98	50
Chloroform	7,100	1998 Site-Wide RI	DW	6/19/98	70
1,1-Dichloroethane	25,143	1998 Site-Wide RI	SMW-3	6/19/98	50
1,2-Dichloroethane	1,595	1998 Site-Wide RI	SMW-4	6/19/98	2
1,1-Dichloroethene	3,923	1998 Site-Wide RI	MW-1	6/19/98	1
cis-1,2-Dichloroethene	99,880	1998 Site-Wide RI	MW-1	12/28/93	70
trans-1,2-Dichloroethene	355	1998 Site-Wide RI	DW	6/19/98	100
Ethylbenzene	4,900	1998 Site-Wide RI	SMW-4	6/19/98	700
2-Hexanone	340	Fuel Oil UST Closure RI	MW-1 and MW-3 near 500-gallon UST	12/28/93	300
4-Methyl-2-Pentanone	1,755	1998 Site-Wide RI	DW	6/19/98	IGWC*
Methylene Chloride	267,985	1998 Site-Wide RI	DW	6/19/98	3
1,1,2,2-Tetrachloroethane	7,500	1998 Site-Wide RI	DW	6/19/98	1
Tetrachloroethene	53,555	1998 Site-Wide RI	SMW-3	6/19/98	1
Toluene	49,865	1998 Site-Wide RI	SMW-4	6/19/98	600
1,1,1-Trichloroethane	21,188	1998 Site-Wide RI	SMW-4	6/19/98	30
1,1,2-Trichloroethane	2,757	1998 Site-Wide RI	SMW-4	6/19/98	3

Contaminant	Highest Level Reported (ug/l)	Project	Monitoring Well ID	Sample Date	NJDEP GWQC (ug/l)
Trichloroethene	36,730	1998 Site-Wide RI	SMW-3	6/19/98	1
Vinyl Chloride	16,000	Fuel Oil UST Closure RI	MW-3 near 500-gallon UST	12/28/93	1
Xylenes (Total)	13,430	1998 Site-Wide RI	SMW-4	6/19/98	1,000

*NJDEP Interim Groundwater Criteria (IGWC) – For synthetic organic contaminants (SOCs) without established criteria: the interim generic criteria for those compounds defined as carcinogens in N.J.A.C. 7:9C-1.4 are 5 ug/l each and 25 ug/l total; for SOCs defined as non-carcinogens, the interim generic criteria are 100 ug/l each and 500 ug/l total.

Semi-Volatile Organic Compounds (Groundwater)

Contaminant	Highest Level Reported, ug/l	Project	Monitoring Well ID	Sample Date	NJDEP GWQC (ug/l)
Acenaphthene	690	Fuel Oil UST Closure RI	MW-2 at 500-gallon UST	12/28/93	400
Benzo(a)Anthracene	84J ¹	Fuel Oil UST Closure RI	MW-2 at 500-gallon UST	12/28/93	.1
4-Chloroaniline	491	1998 Site-Wide RI	MW-1	6/19/98	30
Chrysene	150J	Fuel Oil UST Closure RI	MW-1 near 500-gallon UST	12/28/93	5
Dibenzofuran	310	Fuel Oil UST Closure RI	MW-2 at 500-gallon UST	12/28/93	IGWC*
1,4-Dichlorobenzene	140J	Fuel Oil UST Closure RI	MW-1 near, and MW-2 at, 500-gallon UST	12/28/93	75
2,6-Dinitrotoluene	27.3	1998 Site-Wide RI	MW-2	6/19/98	10**
Fluoranthene	430	11/91 Fuel Oil UST Closure	MW-2 at 500-gallon UST	12/28/93	300
Fluorene	470	Fuel Oil UST Closure RI	MW-2 at 500-gallon UST	12/28/93	300
Hexachloroethane	28.6	1998 Site-Wide RI	SMW-2	6/19/98	7
Isochrone	141	1998 Site-Wide RI	SMW-4	6/19/98	40
2-Methylnaphthalene	430	Fuel Oil UST Closure RI	MW-2 at 500-gallon UST	12/28/93	30
Naphthalene	9,300	Fuel Oil UST Closure RI	MW-2 at 500-gallon UST	12/28/93	300
Nitrobenzene	32.4	1998 Site-Wide RI	DW	6/19/98	6
N-Nitroso-di-n-Propylamine	31.0	1998 Site-Wide RI	DW	6/19/98	10
Phenanthrene	690	Fuel Oil UST Closure RI	MW-2 at 500-gallon UST	MW-1 near 500-gallon UST	IGWC*
1,2,4-Trichlorobenzene	1,700	Fuel Oil UST Closure RI	MW-1 near, and MW-2 at, 500-gallon UST	12/28/93	9

¹ J – estimated value

*IGWC – For synthetic organic contaminants (SOCs) without established criteria: the interim generic criteria for those compounds defined as carcinogens in N.J.A.C. 7:9C-1.4 are 5 ug/l each and 25 ug/l total; for SOC's defined as non-carcinogens, the interim generic criteria are 100 ug/l each and 500 ug/l total.

**For 2,4-Dinitrotoluene/2,6-Dinitrotoluene mixture.

19. Groundwater samples collected in 1998 from the eastern and southern portion of the Site, as part of the IRI in 1998, exhibited elevated levels of heavy metals such as arsenic, lead, mercury, copper and others exceeding NJDEP regulatory levels, as set forth in the following table. Groundwater at the Cycle Chem Site is expected to flow towards the Elizabeth River.

Metals (Groundwater)

Contaminant	Highest Level Reported, ug/l	Project	Monitoring Well ID	Sample Date	Current Ground Water Quality Criteria, ug/l
Antimony	1,352,500	1998 Site-Wide RI	SMW-4	6/19/98	6
Arsenic	495,000	1998 Site-Wide RI	MW-2	6/19/98	3
Beryllium	411	1998 Site-Wide RI	DW	6/19/98	1
Cadmium	425	1998 Site-Wide RI	DW	6/19/98	4
Chromium	174	1998 Site-Wide RI	SMW-4	6/19/98	70
Copper	40,100	1998 Site-Wide RI	DW	6/19/98	1,300
Iron	152,700	1998 Site-Wide RI	SMW-4	6/19/98	300
Lead	14,600	1998 Site-Wide RI	SMW-1	6/19/98	5
Manganese	1,410	1998 Site-Wide RI	SMW-4	6/19/98	50
Nickel	39,400	1998 Site-Wide RI	DW	6/19/98	100
Selenium	679	1998 Site-Wide RI	DW	6/19/98	40
Silver	209	1998 Site-Wide RI	DW	6/19/98	40

Contaminant	Highest Level Reported, ug/l	Project	Monitoring Well ID	Sample Date	Current Ground Water Quality Criteria, ug/l
Sodium	116,500	1998 Site-Wide RI	DW	6/19/98	50,000
Thallium	663	1998 Site-Wide RI	DW	6/19/98	2
Zinc	85,400	1998 Site-Wide RI	DW	6/19/98	2,000

20. Surface soil sampling activities, conducted in 1998 as part of the RCRA IRI in 1998 and the UST closure process in 1993, found elevated levels of VOCs, SVOCs and heavy metals. Total Petroleum Hydrocarbons (TPH) had levels up to 17,200 parts per million (ppm). Heavy metals typically leach into groundwater. Groundwater at the Cycle Chem Site is expected to flow towards the Elizabeth River. Arsenic (38.3 mg/kg), lead (848.8 mg/kg) and mercury (183.1 mg/kg) were found at levels above NJDEP IGWC.

Volatile Organic Compounds

Contaminant	Highest Level Reported (mg/kg)	Project	Sample ID	Sample Date	Current Non-Residential Direct Contact Standard, (mg/kg)	Current Default Impact to Ground Water Criteria (mg/kg)
Benzene	14.366	1998 Site-Wide RI	SMW-1	6/98	5	.005
Chloroform	8.868	1998 Site-Wide RI	SB-2	6/98	2	.4
1,1-Dichloroethane	21.752	1998 Site-Wide RI	SMW-4	6/98	24	.2
1,2-Dichloroethane	1.189	1998 Site-Wide RI	SMW-4	6/98	3	.005
1,1-Dichloroethene	14.657	1998 Site-Wide RI	SMW-4	6/98	150	.008
Ethylbenzene	189.259	1998 Site-Wide RI	SB-2	6/98	110,000	13
Methylene Chloride	63.882	1998 Site-Wide RI	SB-2	9/30/93	97	.01
Tetrachloroethene	2,625.95	1998 Site-Wide RI	SB-2	6/98	5	.005
Toluene	313.201	1998 Site-Wide RI	SB-2	6/98	91,000	7

Contaminant	Highest Level Reported (mg/kg)	Project	Sample ID	Sample Date	Current Non-Residential Direct Contact Standard, (mg/kg)	Current Default Impact to Ground Water Criteria (mg/kg)
1,1,1-Trichloroethane	236.65	1998 Site-Wide RI	SMW-4	6/98	4,200	.3
Trichloroethene	545.249	1998 Site-Wide RI	SB-2	6/98	20	.01
Vinyl Chloride	0.79	Fuel Oil UST Closure RI	LS-24	9/30/93	2	.005
Xylenes (Total)	440.0	Fuel Oil UST Closure RI	LS-24	9/30/93	170,000	19

Semi-Volatile Organic Compounds

Contaminant	Highest Level Reported, mg/kg	Project	Sample ID	Sample Date	Non-Residential Direct Contact Standard, mg/kg	Default Impact to Ground Water Criteria, mg/kg
Benzo(a)Anthracene	28.53	1998 Site-Wide RI	SB-5	6/98	2	0.8
Benzo(a)Pyrene	10.341	11/91 Fuel Oil UST Closure	L West at 500-gallon UST	11/20/91	0.2	0.2
Benzo(b) Fluoranthene	14.012	11/91 Fuel Oil UST Closure	L West at 500-gallon UST	11/20/91	2	2
Dibenzo(a,h) Anthracene	14.942	1998 Site-Wide RI	SB-5	6/98	0.2	0.8
Ideno (1,2,3-cd) Pyrene	8.174	1998 Site-Wide RI	SB-5	6/98	2	7
Naphthalene	47.477	11/91 Fuel Oil UST Closure	L West at 500-gallon UST	11/20/91	17	25
N-Nitrosodiphenylamine	3.021	1998 Site-Wide RI	SB-5	6/98	390	0.4
N-Nitroso-di-n-propylamine	0.432	1998 Site-Wide RI	SB-5	6/98	0.3	0.2

Total Petroleum Hydrocarbons

Contaminant	Highest Level Reported, mg/kg	Project	Sample ID	Sample Date	Current Non-Residential Direct Contact Standard, (mg/kg)	Current Default Impact to GWQC (mg/kg)
Total Petroleum Hydrocarbons	17,200	11/91 Fuel Oil UST Closure	L West at 500-gallon UST	11/20/91	17,000	17,000

Metals

Contaminant	Highest Level Reported, mg/kg	Project	Sample ID	Sample Date	Current Non-Residential Direct Contact Standard, (mg/kg)	Current Default Impact to GWQC (mg/kg)
Antimony	8.38	1998 Site-Wide RI	DW	6/98	450	6
Arsenic	38.3	1998 Site-Wide RI	SB-2	6/98	19	19
Beryllium	14.4	1998 Site-Wide RI	DW	6/98	140	.7
Cadmium	49.3	1998 Site-Wide RI	DW	6/98	78	2
Lead	848.8	1998 Site-Wide RI	DW	6/98	800	90
Manganese	497.5	1998 Site-Wide RI	SMW-2	6/98	5,900	65
Mercury	183.1	1998 Site-Wide RI	SB-5	6/98	65	.1
Nickel	75.1	1998 Site-Wide RI	SB-3	6/98	23,000	48
Selenium	25.1	1998 Site-Wide RI	SMW-4	6/98	5,700	11
Silver	5.79	1998 Site-Wide RI	DW	6/98	5,700	1
Thallium	4.53	1998 Site-Wide RI	SB-5	6/98	79	3

Contaminant	Highest Level Reported, mg/kg	Project	Sample ID	Sample Date	Current Non-Residential Direct Contact Standard, (mg/kg)	Current Default Impact to GWQC (mg/kg)
Zinc	3227.1	1998 Site-Wide RI	DW	6/98	110,000	930

21. Respondent reported the presence of dense non-aqueous phase liquid (DNAPL) in the 2012 receptor evaluation (RE) form which is a NJDEP remediation requirement used as part of efforts at protecting human and ecological receptors at or near contaminated sites. Site-related DNAPL chemicals such as chlorinated hydrocarbons have a high potential for serious long-term contamination as a consequence of their toxicity, limited solubility and significant migration in soils and groundwater.
22. According to the 2012 RE form and the April 18, 2016 sampling report, Soil Vapor Intrusion/Indoor Air Quality is a concern at and adjacent to the Site. Two (2) buildings on-site and two (2) buildings off-site were identified as being of concern based on their location in relation to detected ground water contamination. Indoor air sampling results collected in March 2016 from locations in office buildings (IA-3, IA-4, IA-5a) and office trailer showed concentrations of chloroform (trichloromethane), benzene and ethylbenzene exceeding NJDEP Non-Residential Screening Levels for indoor air.
23. Certain chlorinated hydrocarbons present at the Cycle Chem Site are above applicable NJDEP regulatory levels.

V. DETERMINATION

24. Based on the foregoing EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW, and the full administrative record, the EPA, Region 2, official executing this document, upon receipt of evidence and information that Respondent's past and present handling, storage, treatment or disposal of hazardous waste at the Cycle Chem Site may present an imminent and substantial endangerment to human health and/or the environment, has determined that issuance of this Order is necessary to protect human health and the environment.

VI. ORDER

25. Based on the foregoing EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW and the foregoing DETERMINATION, and on the full administrative record, it is hereby ORDERED THAT:
 - A. Respondent shall undertake and complete the work required pursuant to this Order in accordance with the provisions of this Order and the WORK PROGRAM that is annexed hereto as Exhibit B of this Order, said WORK PROGRAM being, and hereby is, incorporated by reference into this Order. Cycle Chem shall comply with applicable EPA

guidance, and to the extent applicable and not inconsistent with such EPA guidance, with NJDEP guidance.

- B. Respondent shall cooperate in good faith with EPA representatives with respect to the implementation of this Order.

VII. PROJECT COORDINATORS AND NOTICES

26. Within ten (10) calendar days after the effective date of this Order as defined below in Section XI, EPA and Respondent each shall designate a Project Coordinator (“PC”) and an alternate PC who may function in the absence of the designated PC, and shall inform the other party in writing of such designations. Respondent and EPA each have the right to change the designated PC or alternate PC, and shall inform all parties should such change occur.
27. Except as otherwise expressly provided, all notices and communications between Respondent and EPA, and all documents, reports, approvals and other correspondence concerning activities and requirements of this Order, shall be directed to and through the respective PCs.

VIII. FINANCIAL ASSURANCE

28. Respondent shall demonstrate financial assurance sufficient for ensuring that corrective action measures (hereinafter, such corrective action measures referred to as “remedial measures,” which measures shall also include any applicable post-remedial care and institutional controls) to be required in accordance with the provisions of Exhibit B to this Order be fully and properly implemented. Within sixty (60) calendar days of EPA’s selection of final remedial measures as described in Exhibit B to this Order, paragraph 9, unless otherwise directed in writing by EPA, Respondent shall: (a) establish financial assurance for the remedial measures required pursuant to this Order; (b) submit to EPA an updated cost estimate for all such corrective action measures; and (c) submit to EPA a demonstration that financial assurance in an amount no less than such cost estimate has been established. Financial assurance mechanisms that Respondent may use shall consist of one or more of the following mechanisms:
- (a) A surety bond unconditionally guaranteeing performance of the corrective action activities required under this Order or payment at the direction of EPA of such performance costs into a standby trust fund for the benefit of EPA;
 - (b) One or more irrevocable letters of credit, payable at the direction of EPA, into a standby trust fund for the benefit of EPA;
 - (c) A trust fund for the benefit of EPA;
 - (d) A written corporate guarantee, by an entity that demonstrates to EPA’s satisfaction that it meets the financial test set forth in 40 CFR § 264.143(f), to perform the corrective action activities required by this Order or establish a trust fund for the benefit of EPA;

(e) An insurance policy by a licensed carrier where the insurer shall make payments as EPA directs in writing to: (i) reimburse Respondent for expenditures made by Respondent for the correction action measures; or (ii) pay any other person or entity, including EPA, whom EPA has determined has performed or will perform the corrective action activities required under this Order. The insurance policy must increase annually to cover inflation. The policy must stipulate that the insurer may not cancel, terminate, or fail to renew the policy, unless Respondent fails to pay the premium, and then only after 120-day prior written notice sent to EPA by certified mail; or

(f) Other mechanism approved by EPA.

29. Respondent should refer to 40 CFR Part 264, Subpart H, for guidance regarding acceptable use of any of the mechanisms listed in paragraph 28, above. EPA reserves its prerogative to require modification of the financial assurance instruments submitted (or updated in accordance with paragraph 30, below) if EPA determines that Respondent's chosen mechanism(s) does/do not assure adequate funding or that such funds will not be accessible to EPA, Respondent or any other entity selected by EPA, to complete the implementation of the remedial measures that EPA has deemed necessary and appropriate. The financial assurance mechanism(s) that EPA has approved shall remain in force until EPA approves an alternative financial assurance mechanism or EPA releases Respondent, in writing, from the financial assurance obligation.

30. Respondent shall review cost estimates and financial assurance demonstrations at least once per year, and Respondent shall update as necessary and then submit such update(s) to EPA. Such an update shall be required to account for changes resulting from inflation, when requested by EPA, upon the conclusion of the Corrective Measures Study (in accordance with paragraph 5 of Exhibit B), whenever proposed or selected remedial measures plans are modified or whenever other available information indicates there may be an increase in anticipated costs.

IX. RETENTION OF RECORDS

31. Respondent shall preserve and maintain all records pertaining to this Order and its implementation, including the work performed pursuant to this Order. Respondent shall make the above records available to EPA for inspection upon request. Such records shall be maintained while this Order is in effect and for five (5) years following termination of this Order pursuant to Section XXIII of this Order.

X. EMERGENCY PROVISIONS

32. In the event the Respondent identifies an immediate and substantial threat to human health or the environment, related to or arising out of conditions at the Site, Respondent shall immediately notify EPA, orally or electronically, and then confirm in writing (by e-mail or overnight mail) within two (2) calendar days, summarizing the available information on the immediacy and magnitude of the threat. Respondent shall thereafter submit to EPA for approval, within fourteen (14) calendar days, a plan to mitigate the threat. EPA will approve or modify this plan, and Respondent shall implement this plan as approved or modified by EPA. In the case of an extreme emergency (e.g., immediate

endangerment to human life or the environment), Respondent may act as it deems appropriate as long any activity undertaken or work performed pursuant hereto is not prohibited by or otherwise inconsistent with RCRA or any other applicable law.

33. If EPA determines that activities Respondent has undertaken pursuant to or otherwise in connection with this Order, whether or not in compliance with the requirements thereof, have caused or may cause a release of a solid or hazardous waste, or may pose a substantial threat to human health and/or the environment, EPA may direct Respondent in writing, including electronic mail, to stop further implementation of this Order, or a portion of this Order, for such period of time as may be necessary to abate any such release or threat and/or to undertake any action which EPA determines to be necessary.

XI. EFFECTIVE DATE

34. The effective date of this Order shall be fifteen (15) calendar days after the date on which the EPA, Region 2, official executing this document signs the Order. EPA will notify Respondent in a timely manner of the date of the signing of the Order by said EPA, Region 2, official.

XII. RESERVATION OF POWERS AND AUTHORITY

35. Except as expressly provided in paragraph 36, below, EPA hereby reserves (for itself and for the United States on behalf of EPA), without limitation, all of its statutory and regulatory powers, authorities, remedies and defenses, including the authority to seek and obtain injunctive relief, cost recovery, and/or civil penalties.
36. Subject to the provisions of the paragraph below of this Order and conditioned upon full and satisfactory compliance with the terms and requirements of this Order by Respondent, EPA covenants not to prosecute an administrative or any other action it may take against Respondent pursuant to Section 7003 of RCRA, 42 USC 6973, for injunctive relief, cost recovery and/or civil penalties with regard to work performed at or on the Site, said covenant to become operative upon the date this Order goes into effect. This covenant set forth above does not extend to or otherwise pertain to any matters not expressly identified in this paragraph. This Order is without prejudice to the ability of, EPA (and the United States on behalf of EPA) to commence any action, suit or proceeding in any court of competent jurisdiction to prosecute: **(a)** claims for criminal liability for any activity at, arising at or otherwise pertaining to the Site; **(b)** claims based on Respondent's failure to meet a term or requirement of this Order; **(c)** claims resulting from a new release or threat of release of any "hazardous substance[s]" (as defined in CERCLA, 42 U.S.C. 9601(14)) or any "regulated substance[s]" (as defined in RCRA, 42 USC 6991(7)) at or in connection with the Site after the date this Order goes into effect; **(d)** claims resulting from the disposal, release or threat of release of any "hazardous substance[s]" or any "regulated substance[s]" (as each term has heretofore been defined) outside of the Site; and **(e)** claims to address and correct an imminent and substantial endangerment to health or the environment when EPA determines that such endangerment may be caused by, results from or is otherwise attributable either to (i) any contaminant(s) not listed in the "EPA Findings of Fact and Conclusions of Law" section of this Order or (ii) level(s) above what is listed for any contaminant in the "EPA Findings of Fact and Conclusions of Law" section of this Order.

37. This Order shall not limit or otherwise preclude EPA (or the United States on behalf of EPA) from taking any additional action under applicable law against the Respondent, should EPA determine that any such additional action is necessary to protect human health and the environment.
38. In the event EPA determines that Respondent has failed to perform any portion of the work required by this Order, EPA shall provide written notification (e.g., e-mail) of such determination and a description of such noncompliance to Respondent. Respondent shall have a reasonable period of time not to exceed (unless EPA otherwise approves, such approval not to be unreasonably withheld, delayed or conditioned) ninety (90) calendar days, starting from the date of its receipt of EPA's written notification or such additional time as EPA agrees to in writing, to perform such work. In the event Respondent fails to perform such work within the time period, EPA may exercise any lawful authority in response thereto, including performing any and all portions of the work as EPA deems necessary to protect human health or the environment. However, Respondent may invoke Dispute Resolution procedures, in accordance with paragraph 64 of this Order, below, to dispute EPA's determination that Respondent failed to perform the work.
39. Nothing herein is intended or is to be construed as limiting, waiving, invalidating or prejudicing the authority of EPA, through any mechanism or remedy provided for under applicable law, to seek and obtain reimbursement from Respondent for any response costs incurred by the United States at the Site after the effective date set forth in paragraph 34 of this Order, above.

XIII. STIPULATED PENALTIES

40. Unless Respondent is excused under the "Force Majeure and Excusable Delay" provisions of this Order, or unless the schedule is adjusted as otherwise provided under this Order, the Respondent shall pay a stipulated penalty for failure to comply with any requirement set forth in this Order (including any requirement of the WORK PROGRAM [Exhibit B]). The stipulated penalty for each non-complying act is as follows:

<u>Period of Noncompliance</u>	<u>Stipulated Penalty Per Day of Noncompliance</u>
1st day through 14th day	\$250.00
15th day through 30th day	\$500.00
31st day through 90th day	\$1,500.00
91st day and thereafter	\$2,500.00

All stipulated penalties shall begin to accrue on the first day each act of noncompliance with any requirement set forth in this Order takes place. The stipulated penalties shall continue to accrue through, and including, the day on which any failure to comply with such requirement set forth in this Order is remedied. Nothing herein shall preclude, or is intended to preclude, the simultaneous accrual of separate stipulated penalties for each separate act of noncompliance with this Order. Penalties shall accrue regardless of whether EPA has notified the Respondent of the act or acts of noncompliance, but need only be paid upon demand.

41. All stipulated penalties shall be paid by cashier's or certified check or through electronic funds transfer (EFT) payable to the Treasurer, United States of America, and mailed or transferred to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

42. The payment(s) shall be identified as a stipulated penalty being paid pursuant to this Order and shall reference the Docket Number set forth on the title page of this Order. If Respondent chooses to make the payment by EFT, then Respondent shall provide the following information to its remitter bank:

- a) Amount of Payment
- b) SWIFT address: **FRNYUS33, 33 Liberty Street, New York, NY 10045**
- c) Account Code for Federal Reserve Bank of New York receiving payment: **68010727**
- d) Federal Reserve Bank of New York ABA routing number: **021030004**
- e) Field Tag 4200 of the Fed wire message should read "**D68010727 Environmental Protection Agency**"
- f) Name of Respondent: **Cycle Chem Incorporated**
- g) Case Number **RCRA-02-2018-7301**

43. After receipt of a demand notice from EPA for stipulated penalties, Respondent may, within thirty (30) calendar days of such demand, provide EPA with a written explanation of why it believes the stipulated penalties are not appropriate (including any argument that the infraction did not pertain to a material requirement of this Order) for the act(s) of noncompliance cited by EPA. Such written explanation shall be sent to: Hazardous Waste Programs Branch Chief, Clean Air and Sustainability Division, U.S. EPA, Region 2, 290 Broadway, New York, NY 10007-1866. If Respondent elects not to file such explanation, the stipulated penalties shall be paid within sixty (60) calendar days of the date of the demand.

44. The Chief of the Hazardous Waste Programs Branch of EPA, Region 2 may, in his or her sole discretion, reduce or eliminate such stipulated penalties based on Respondent's written explanation, or for other reasons as independently determined by the Chief of the Hazardous Waste Programs Branch. If the Chief does not eliminate the stipulated penalties, then EPA will again notify Respondent that the original or reduced amount of stipulated penalties must be paid by Respondent (the "Second Notice"). All stipulated penalties owed to EPA under this paragraph shall be paid within sixty (60) calendar days of the date of the Second Notice.

45. Interest shall accrue on any stipulated penalty amount not paid when due at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717. EPA's delay or failure to send such notice shall not be construed to preclude EPA from collecting such funds, but shall affect the date when such penalties become due.

46. If Respondent fails to pay any stipulated penalties as required under this Order, EPA may refer this matter to the Department of Justice and/or Department of Treasury for collection. Nothing in this section is intended or is to be construed as limiting, waiving, invalidating or prejudicing the authority of EPA, through any mechanism or remedy provided for in applicable law, to enforce the requirements of this Order and to compel compliance therewith.

XIV. NON-RELEASE OF OTHER CLAIMS AND PARTIES

47. Nothing in this Order shall constitute, or be construed to constitute, a release from any claim, cause of action or demand in law or equity brought by EPA against any individual, firm, partnership, corporation or other entity defined as a person under the Act for any liability it has or may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous waste, solid waste, or contaminant present at, taken to, taken from, or emanating from or to the Cycle Chem Site. Nothing in this Order shall constitute, or be construed as limiting, waiving, invalidating or prejudicing the authority of EPA, through any mechanism or remedy provided for under applicable law, to enforce and compel compliance therewith.

XV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

48. Respondent shall indemnify, save and hold harmless the United States, its agencies, departments, agents, and/or employees, from any and all claims or causes of action pertaining to omissions or other acts of Respondent or its agents, officials, independent contractors, receivers, trustees, subcontractors, successors and/or assigns in carrying out activities required by this Order. This indemnification shall not be construed as in any way affecting or limiting the rights or obligations of Respondent nor shall it be construed as affecting or limiting any authority or remedies available to or possessed by the United States under applicable law.

XVI. OTHER APPLICABLE LAWS

49. Respondent (or any third party acting on Respondent's behalf) shall perform all work required under this Order in accordance with applicable local, state and federal law. Respondent shall be responsible for timely application for and diligent pursuit of all permits or approvals necessary to perform the work required by this Order. Consistent with the provisions of paragraph 25A of this Order, EPA will coordinate with NJDEP in administering this Order.

XVII. SEVERABILITY

50. If any provision of this Order, or the application of this Order to any party or circumstance, is determined to be invalid or is temporarily stayed by a court of competent jurisdiction, the remainder of this Order shall remain in force and shall not be affected thereby.

XVIII. FORCE MAJEURE AND EXCUSABLE DELAY

51. Respondent (or any party acting on Respondent's behalf) shall perform all the requirements of this Order within the time limits set forth, approved, or established herein, unless such time limit is otherwise modified or a scheduling change has been agreed to by the EPA Project Coordinator in accordance with this Order, or unless the performance is prevented or delayed solely by events which constitute a force majeure event. For purposes of this Order, a force majeure event is defined as any event arising from causes not reasonably foreseeable and beyond the control of Respondent that could not be overcome by due diligence and which delays or prevents performance by a date required by this Order. Such events do not include unanticipated or increased costs of performance, changed economic circumstances, or normal precipitation events. Nothing in this paragraph shall be construed to prevent Respondent from requesting a modification of the schedule for obtaining any necessary permit(s).
52. Respondent shall notify in writing the EPA PC within ten (10) calendar days after becoming aware of any event which is known, or should be known, to have constituted a force majeure event. Such notice shall provide available information on the event causing or anticipated to cause the delay, the estimated length of delay, including necessary demobilization and remobilization, its causes, measures taken or to be taken to minimize the delay, and an estimated timetable for implementation of these measures. Respondent shall adopt all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this section shall constitute a waiver of Respondent's right to assert a force majeure and may be grounds for EPA to deny an extension of time for performance.
53. After receiving notice that Respondent is invoking the force majeure provisions of this Order, EPA shall respond in writing (*e.g.*, e-mail) indicating either EPA's agreement that the event constitutes a force majeure or its disagreement and the reasons therefor.
54. If EPA and Respondent agree that a force majeure has occurred, the time for performance may be extended, upon EPA approval, for a period equal to the delay resulting from such circumstances or such longer time as EPA determines to be appropriate. This shall be accomplished through written amendment to this Order, through modification of the schedule in a previously approved work plan or by other writing from EPA. Such an amendment or modification will not alter the schedule for performance or completion of any other tasks required by this Order unless these are also specifically altered.
55. In the event that EPA and Respondent are unable to agree that any delay or failure has been or will be caused by a force majeure event, or if there is no agreement on the length of the extension of time for the work to be performed, the dispute shall be resolved in accordance with the Dispute Resolution provisions contained in Section XXII of this Order.

XIX. ON-SITE AND OFF-SITE ACCESS

56. Until this Order is terminated pursuant to Section XXIII of this Order below, Respondent agrees to provide EPA (and NJDEP) and its representatives, authorized designees, employees, agents, contractors, subcontractors, or consultants access to the Site at all reasonable times, upon reasonable prior notice to Respondent for the purpose of conducting any activity pursuant to or otherwise related to the Order or to ensure

compliance therewith, including observing activities at the Site related to performance of the work required by the Order, conducting sampling or monitoring relating to such work, and/or verifying information or data relating to this Order.

57. To the extent that work required by this Order must be performed on property not owned or controlled by Respondent, Respondent shall use its best efforts to obtain permission to gain lawful access to such property to perform such work within thirty (30) calendar days of the date Respondent becomes aware or should have become aware of the need to perform such work. Respondent shall also ensure that any agreement between Respondent and the owner(s) of such property for lawful access shall provide for reasonable access by EPA and/or its representatives or authorized designees (agents, contractors, subcontractors and consultants). In the event that Respondent does not obtain such permission within the thirty (30) day period specified in this paragraph, Respondent shall notify EPA, in writing (*e.g.*, e-mail), documenting its best efforts to obtain such permission and shall thereafter assist EPA in subsequent efforts to obtain lawful access. Once Respondent has provided the above-described notification as set forth in this paragraph, no stipulated penalties shall accrue against Respondent for non-performance of obligations on the property for which access has not been obtained (hereinafter in this paragraph, said property referred to as the "subject property"), provided Respondent has assisted (and continues to assist) EPA in efforts to obtain permission to gain lawful access to the subject property.
58. Nothing in this Order shall be construed to limit or otherwise affect EPA's authority to gain access to and entry into the Site pursuant to any applicable laws and regulations, including the Act and CERCLA.
59. Nothing in this Order shall be construed to limit or otherwise affect Respondent's responsibilities and obligations to perform corrective action required by the Act, including corrective action beyond the Cycle Chem Site, notwithstanding Respondent's inability or other problems obtaining access to property neither owned nor controlled by Respondent pursuant to paragraph 57, above.

XX. POST-REMEDIAL CARE AND INSTITUTIONAL CONTROL

60. Respondent shall establish and carry out post-remedial care and institutional controls at the Site, if necessary. The specific measures to be implemented shall be determined as set forth in Exhibit B, WORK PROGRAM, annexed hereto. Alternatively, if approved in writing by EPA, the obligations with respect to post-remedial care may be incorporated into an appropriate permit or other enforceable instrument issued by NJDEP, provided, however, that the permit or other enforceable instrument is not inconsistent with, or otherwise not violative of, this Order.

XXI. MODIFICATION

61. Except as set forth in the following paragraph, this Order may not be modified or amended except by a signed writing executed by Respondent and EPA. Any such writing shall first be executed by Respondent, and shall then be executed by the Regional Administrator of EPA, Region 2. The effective date of any such writing modifying or amending this Order shall be the date on which it is executed by the Regional

Administrator of EPA, Region 2, or by a date specified in writing by the Regional Administrator or her designee.

62. EPA's Project Coordinator and Respondent's Project Coordinator may agree to changes in the scheduling of events and to changes in the WORK PROGRAM set forth in Exhibit B. Respondent may request any such change(s) in writing (*e.g.*, e-mail), and any such change(s) must be approved in writing by EPA's Project Coordinator, and such requested approvals are not to be unreasonably withheld, delayed or conditioned.
63. No oral advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by Respondent is intended to be or is to be construed as an amendment or modification to this Order or to the schedules or WORK PROGRAM set forth in Exhibit B. If Respondent memorializes in a written communication to EPA any oral guidance that has been provided by EPA concerning schedules and technical specifications in the WORK PROGRAM, the provisions of this paragraph shall not apply to such communication, provided EPA sends a reply indicating its agreement with the contents of Respondent's communication and the oral guidance is consistent with the terms and requirements of this Order.

XXII. DISPUTE RESOLUTION

64. EPA and Respondent shall use their best efforts to resolve, informally and in good faith, disputes and differences in interpretation of the provisions of this Order. Notwithstanding the above, if Respondent disagrees, in whole or in part, with any determination or decision made by EPA pertaining to the implementation of the work required pursuant to this Order, Respondent, within ten (10) calendar days, shall submit to the Chief of the Hazardous Waste Programs Branch of EPA, Region 2 (at the address listed above in paragraph 43, above), a written statement of its objections to EPA's determination or decision. The statement shall note that Respondent is invoking the Dispute Resolution procedures set forth in this Order, shall note the Docket Number of this Order, and shall set forth the specific points of the dispute, Respondent's position, the basis for its position, and any matters Respondent considers necessary for EPA's determination. EPA and Respondent may continue to confer and to use informal efforts to resolve the dispute during the period that EPA's final determination is pending. Within forty-five (45) calendar days of EPA's receipt of Respondent's written statement, or by such other date as may be agreed upon by the parties, EPA shall provide Respondent its decision in writing (*e.g.*, by e-mail) on the pending dispute, and the basis for its decision, which decision shall be binding.
65. The existence of a dispute within the meaning of paragraph 64, above, and EPA's consideration of such matters as are placed into dispute, shall not excuse, toll or suspend any compliance obligation or deadline required pursuant to this Order during the pendency of the dispute resolution process except as agreed by EPA in writing. The invocation of dispute resolution under this section shall not stay the accrual of stipulated penalties as provided for in paragraph 40 of this Order unless EPA determines that: (a) Respondent has invoked the dispute resolution mechanism in good faith; (b) Respondent has not invoked dispute resolution to avoid or delay carrying out its obligations and responsibilities to comply with the terms and requirements of this Order, and (c) Respondent expeditiously and in good faith pursues resolution of the dispute and timely

provides any additional information or documentation EPA requests in the dispute resolution process, provided, however, that any such stay of the accrual of stipulated penalties should not be operative when Respondent has invoked dispute resolution on more than two occasions within the prior 18 months.

XXIII. TERMINATION

66. The provisions of this Order shall be deemed satisfied and the obligations of Respondent under this Order shall terminate upon Respondent's receipt of a written statement from EPA (signed by an EPA official who is a Branch Chief or higher) that Respondent, to EPA's satisfaction, has complied with the requirements of this Order and has satisfactorily performed the work required by the Order, including post-remedial care pursuant to Section XX of this Order and any additional work which EPA may require pursuant to this Order. So long as Respondent (or a third party acting on Respondent's behalf) is performing work required by this Order (other than compliance with the record retention requirements of this Order after termination of this Order), this Order shall not be deemed terminated or satisfied. At any time after Respondent (or a third party acting on Respondent's behalf) completes all of the work required by this Order, Respondent may request in writing that EPA provide it with this statement of completion, and Respondent may provide such other information or documentation as it deems appropriate. Respondent shall provide such further information as is requested by EPA, including any certifications. Within ninety (90) calendar days after any such request by Respondent, EPA will use its best efforts to provide Respondent with this statement of completion, or a written statement as to the basis for a refusal to provide Respondent with such a statement of completion.
67. The failure of Respondent to comply with any requirement of this Order constitutes a violation thereof. For any such violation(s), EPA (or the United States on behalf of EPA) may bring an action or proceeding pursuant to Section 7003(b) of the Act, 42 U.S.C. § 6973(b), or under any other applicable law.
68. Nothing herein shall preclude EPA (or the United States on behalf of EPA) from prosecuting any enforcement actions or proceeding for any abatement or prevention of an imminent threat to public health or the environment arising from or otherwise related to conditions at the Site and or Respondent's activities at the Site.

XXIV. TRANSFER OF OBLIGATIONS

69. Respondent shall give notice and a copy of this Order to any successor in interest, assignee and/or any other transferee prior to any transfer or change of ownership, responsibility for or control of the Site (or any part or portion thereof). Respondent shall give written notice to EPA at least sixty (60) days prior to any such transfer or change. Respondent may transfer the operational responsibility to undertake unperformed and carry out unperformed terms and requirements imposed by this Order to a new owner, provided: **(a)** ownership of all of the Site is to be transferred; **(b)** Respondent demonstrates to the satisfaction of EPA that the new owner is financially and technically capable of fully complying with the terms and requirements of this Order; **(c)** any such new owner has expressly agreed in writing to comply and fully effect the terms and requirements of this Order; **(d)** EPA has given its approval in writing to any such

transfer or change; and (e) this Order has been modified to reflect any such transfer or change and to reflect that the new owner is responsible for full compliance with the terms and requirements of this Order with regard to future performance therewith. Any stipulated penalties that have accrued pursuant to the terms of this Order prior to its modification shall remain the responsibility of Respondent unless EPA consents in writing to the transfer of liability for any such stipulated penalty(ies) to any such successor in interest, assignee or any other transferee. The Order Modification effecting such transfer or change may, if EPA deems it appropriate and so states in writing, establish modified schedules for unfulfilled or incomplete or otherwise unperformed work to be done in accordance with the terms and requirements of this Order, but any modified schedules will not (unless expressly stated in the Order Modification) release or relieve Respondent of its responsibility and obligation to perform any requirement mandated by the Order prior to the effective date of the Order Modification. Notwithstanding any preceding provision of this paragraph, to the extent any such new owner is unable to effect compliance with the requirements of this Order, Respondent shall remain obligated to ensure that any remaining unperformed requirements of this Order be satisfied by the new owner or Respondent. If Respondent disputes or disagrees with any EPA decision made pursuant to this paragraph, Respondent may invoke Dispute Resolution pursuant to Section XXII, above.

XXV. BANKRUPTCY

70. Respondent shall give notice to EPA if it files for bankruptcy immediately upon such filing.

XXVI. CONSENT

71. In any administrative or judicial proceeding, Respondent consents to and agrees not to contest: (a) EPA's authority to issue this Order; (b) EPA's authority to enforce any requirement(s) of this Order, or to compel compliance therewith; and/or (c), in a judicial proceeding, the authority of the United States to prosecute an action on behalf of EPA to enforce the requirements of this Order and/or to compel compliance therewith.
72. In any dispute resolution proceeding under Section XXII or any action or proceeding prosecuted by EPA (or the United States on behalf of EPA) to enforce the requirements of this Order or to compel compliance therewith, or to enforce a judgment relating to this Order, Respondent agrees: (a) not to contest the validity of this Order or any particular portion thereof, and (b) to waive any defenses concerning the validity of this Order or any particular portion thereof.
73. Respondent consents to the issuance of this Order issued pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, and knowingly and voluntarily waives and relinquishes any right(s) it may possess to request and/or obtain a hearing on this Order or any of its requirements.
74. Respondent neither admits nor denies the EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW contained herein. Respondent enters into this Order in good faith and the issuance of this Order is not intended and shall not be construed as an admission relating to any violation(s) of any law or regulation arising or otherwise related

to the statements made in the EPA Findings of Fact. Nor is the issuance of this Order intended or to be construed as an admission of liability.

75. The signatory on behalf of Respondent certifies that he/she is fully authorized to execute this document on behalf of Respondent and further that he/she is fully authorized to bind Respondent to comply with the provisions set forth in, and obligations imposed by, this Order.

Administrative Order on Consent, Docket No. RCRA-02-2018-7301
Signatory Page for Cycle Chem Incorporated.

On Behalf of Cycle Chem Incorporated:

By: Donna Miller

Donna Miller
Signatory's Name (Print)

Title: Vice President of EH&S

Date: 10-12-18

Administrative Order on Consent, Docket No. RCRA-02-2018-7301

IT IS SO ORDERED.

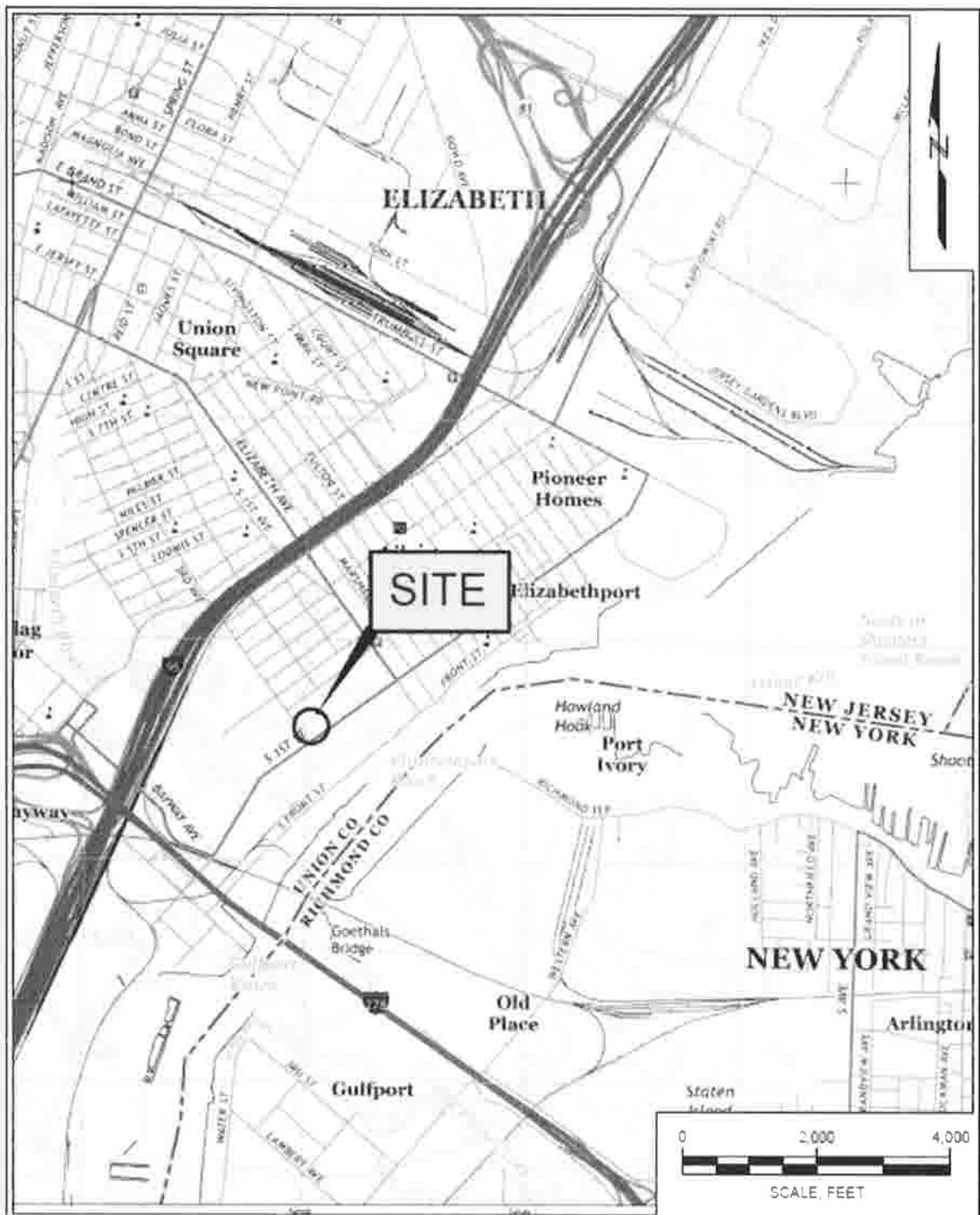
Walter E. Mugdan
Deputy Regional Administrator
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866


Date: _____

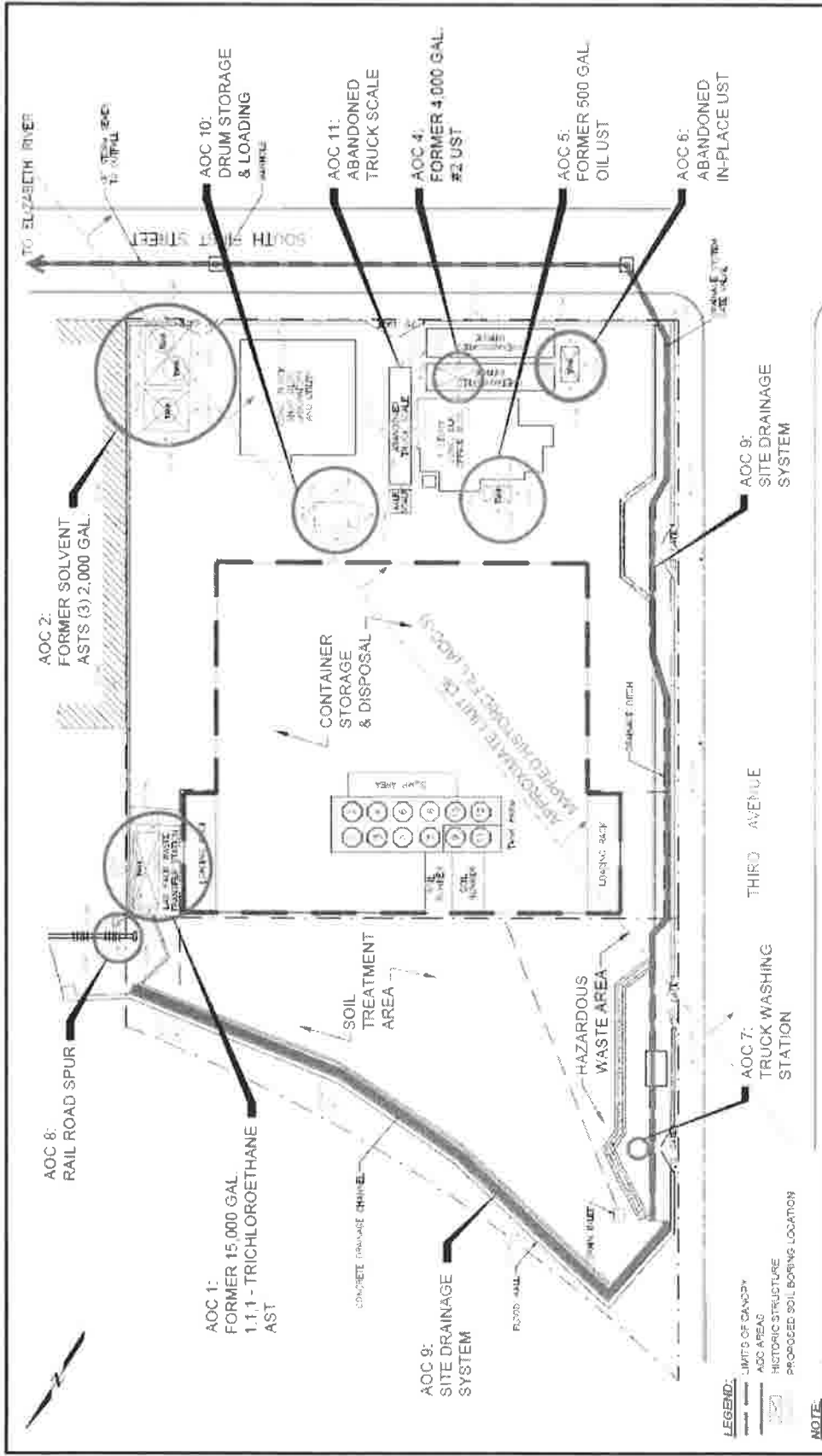
EXHIBIT A
CYCLE CHEM SITE MAPS

Figure 1: Site Location Map (page 27)

Figure 2: Areas of Concern and Soil Sampling Locations Map (page 28)



<p>EPA IDN: NJD002200046 NJDEP PI No. 006018 NJDEP ISRA Case No. E20150177</p>	 GEI Consultants	<p>SITE LOCATION USGS Quadrangle Elizabeth NJ-NY, 2014</p>	
<p>Cycle Chem. Inc. 217 S. First Street, Elizabeth, New Jersey</p>			<p>Project 1516870</p>



LEGEND:

- LIMITS OF CANDY
- AOC AREAS
- HISTORIC STRUCTURE
- PROPOSED SOIL BORING LOCATION

NOTE:

- HORIZONTAL DATUM BASED ON NEW JERSEY STATE PLANE 2011 NORTH AMERICAN DATUM 1983 (NAD83)
- SEE FIGURE 3 FOR GROUND WATER INVESTIGATION LOCATIONS

SOURCE:
 PLAN BASED ON MAP PREPARED BY GIORGIO ENGINEERS, 1983

GEI
 Project 1518870
 February 2016

EPA ID#: NJD02200046
 NJDEP FI No. 008418
 NJDEP ISRA Case No. E20150177
 Chris Cheek, Inc.
 217 S. First Street, Elizabeth, New Jersey

AREAS OF CONCERN AND SOIL SAMPLING LOCATIONS
 February 2016
 Fig. 2

EXHIBIT B

WORK PROGRAM – CYCLE CHEM INCORPORATED

This WORK PROGRAM ("Program") provides the requirements under the Administrative Order on Consent, bearing docket number RCRA-02-2018-7301 ("Order" or "AOC") for assessment/investigation of site conditions and the preparation and implementation of appropriate remedial measures at the Cycle Chem Site. The Program has three phases: (1) a RCRA Facility Investigation ("RFI") to characterize and delineate contaminant conditions at the Site; (2) a Corrective Measures Study ("CMS") to evaluate remedy alternatives and recommend appropriate remedial measures; and (3) a selection of Corrective Measures and Corrective Measures Implementation ("CMI"), *i.e.* selection and implementation of remedial measures as referred to in "(2)" of this paragraph, above. The selected corrective measures may also include requirements for post-remedial care and institutional controls. Interim Corrective Measure(s) may also be identified for implementation at any time.

1. Respondent shall implement the approved RFI Work Plan in accordance with approved schedules (the approved RFI Work Plan is incorporated by reference into this Order with the same force and effect as if fully set forth). Respondent shall prepare and submit by the required deadline an RFI Report following implementation of the RFI Work Plan. The RFI Report will present findings and conclusions of the investigation activities and summarize Site conditions. The RFI Report will provide supporting documentation, including maps and analytical reports/tables, and will include recommendations for additional investigation activities and/or soil and groundwater delineation, if necessary.
2. EPA will review the RFI Report after its submittal, and EPA, following consultation with NJDEP, may approve it as submitted, including any recommendations it may contain for additional assessment/investigation activities and/or soil and groundwater delineation, or may require further changes or additional study and analysis. EPA and Cycle Chem can propose and agree to additional investigations prior to the submittal of the RFI Report. If required by EPA, Respondent will proceed with approved additional delineation, study or analysis. Otherwise the review and approval process will proceed as prescribed in paragraph 11, below.
3. Reports, or portions of reports, studies or investigations previously carried out on the Site may have addressed tasks or portions of tasks required or suitable for the RFI. EPA will accept work that NJDEP has previously approved provided that EPA determines that said work is adequate to address required items within the RFI. If Respondent wants prior work to be recognized, Respondent must: (a) submit or refer to such previous work as part of the proposed RFI Work Plan, (b) include specific reference(s) including the date and title of

documents describing the prior work, (c) indicate whether the previous work was approved by NJDEP and (d) enclose a copy of such approval(s).

4. Based on the RFI work, if either the Respondent or EPA, following consultation with NJDEP, identify that an interim corrective measure(s) (“ICM(s)”) would be appropriate, the parties will consult with each other about which measure(s) may be undertaken. If following such consultation, EPA determines that an ICM is warranted, Respondent shall, according to a schedule established by EPA, submit an ICM Work Plan (with a proposed schedule) for EPA review and approval. Once the ICM Work Plan is approved by EPA, following EPA’s consultation with NJDEP, Respondent shall implement the ICM Work Plan according to the approved schedule.

5. Following EPA approval of the RFI Report, Respondent shall submit a CMS Work Plan for EPA review and approval within thirty (30) calendar days of the approval of the RFI Report or by such other schedule as is approved by EPA. EPA will consult with Respondent during the preparation of the CMS Work Plan. Research, bench testing and pilot scale studies may be involved to evaluate the field applicability of proposed remedial measures. Once EPA, following consultation with NJDEP, has approved the CMS Work Plan, Respondent shall implement the CMS Work Plan according to the approved schedule.

6. Respondent and EPA will consult as necessary during the preparation of the CMS Report. Respondent shall submit the CMS Report no later than ninety (90) calendar days after approval of the CMS Work Plan, unless Respondent requests an alternative date and EPA approves such alternative date. Recommended remedial measures shall be submitted to EPA for review and approval in the CMS Report, which shall: (a) include a proposed implementation schedule for the corrective measures and for any post-remedial care and institutional controls, and (b) discuss how Respondent anticipates meeting the financial assurance requirements specified in paragraph 28 of the Order. If technically appropriate, the CMS Report may include a recommendation for no further action for portions of the Site.

7. EPA, after consultation with NJDEP, will review and evaluate the CMS Report. EPA will consider the recommended remedial measures, and may decide to tentatively accept the measures proposed by Respondent, require additional analyses, or tentatively select other remedial measures. The result of this process will be the tentatively selected final remedial measures, which will be protective of human health and the environment and which will then be subject to public comment.

8. Public outreach shall be consistent with the RCRA Public Participation Manual, dated January 11, 2017. EPA, after consultation with NJDEP, will develop a mailing list, which will include persons who attended the public meeting held prior to the issuance of this Order and other interested persons. EPA will notify the persons on such list of the availability of the CMS report and develop a draft Statement of Basis identifying the tentatively selected final

remedial measures. EPA will establish a forty-five (45) calendar day public comment period during which interested parties may review the CMS Report and other relevant documents and the tentatively selected final remedies.

9. Following the public comment period, after consultation with NJDEP and Respondent, EPA will select final remedial measures as described in the final Statement of Basis, and develop an implementation schedule for these measures. EPA will notify Respondent in writing (*e.g.*, e-mail) of its decisions. EPA also will prepare a Responsiveness Summary to address comments received during the public comment period.

10. Respondent shall submit a CMI Work Plan for EPA approval in accordance with the schedule established by EPA. Once the CMI Work Plan has been approved, Respondent shall implement the selected remedial measures in accordance with the approved specifications and approved implementation schedule. EPA and Respondent will consult as the parties deem appropriate during the CMI phase. Respondent will prepare and submit quarterly progress reports that document CMI activities and discuss problems that may have been encountered and how they were/are being addressed. Whenever Respondent determines that it has completed a corrective measure(s), it shall so inform EPA. At EPA's request, Respondent shall prepare and submit for EPA review and approval a final CMI Report providing information to support its determination that a corrective measure(s) has been implemented.

11. Unless otherwise specified, EPA will review any plan, report, specification or schedule submitted pursuant to the provisions set forth in this Work Program (Exhibit B) and will provide its written approval, disapproval, comments and/or modifications to Respondent. Unless otherwise agreed upon by Respondent and EPA, or specified by EPA, Respondent shall submit a revised document within thirty (30) calendar days of its receipt of EPA's written comments and/or modifications. Respondent shall include in any such revised document it submits revisions responsive to EPA's comments and/or modifications. EPA will then approve an acceptable revised document, or modify the document and then approve such revised document with any such modifications within sixty (60) calendar days of EPA's receipt. Alternatively, in the exercise of its discretion, EPA may require Respondent further to revise the document and re-submit it to EPA for approval or approval with modification(s). The revised document, as approved by EPA, will become final. EPA will provide to Respondent the document as finally approved. To the extent that a dispute arises during the course of the process set forth in this paragraph, or to the extent Respondent disagrees with any prescribed EPA revisions, any such dispute or disagreement shall be resolved in accordance with the provisions of paragraphs 64 and 65 of the Order, above.

12. During work undertaken and performed pursuant to this Order and the Work Program, Respondent shall follow appropriate Quality Assurance and Quality Control measures included in the EPA-approved QAPP.

13. During field work pursuant to this Order and the Work Program, Respondent shall prepare and carry out appropriate health/safety plans pursuant to and in compliance with applicable federal requirements.