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|--|---|--------------------------------|
| IN THE MATTER OF:                        | ) | SETTLEMENT AGREEMENT           |
|  | ) |                                |
|  | ) |                                |
| Maywood Chemical Company Superfund Site, | ) |                                |
| Boroughs of Maywood and Lodi,            | ) |                                |
| and the Township of Rochelle Park,       | ) |                                |
| Bergen County, New Jersey                | ) | U.S. EPA Region 2              |
|  | ) | CERCLA Docket No. 02-2022-2004 |
| Jeco Corporation                         | ) |                                |
| SETTLING PARTY                           | ) | PROCEEDING UNDER               |
|  | ) | SECTION 122(h)(1) OF CERCLA    |
|  | ) | 42 U.S.C. § 9622(h)(1)         |

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**CERCLA SECTION 122(h)(1) SETTLEMENT AGREEMENT  
FOR RECOVERY OF RESPONSE COSTS**

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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 (“CERCLA”), as amended, which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders). This authority was further redelegated by the Regional Administrator of EPA, Region 2, to the Director of the Emergency and Remedial Response Division by EPA Region 2 Delegation R-1200 (Jan. 19, 2017) and conferred to the Director of the Superfund and Emergency Management Division of EPA Region 2 by Regional Memorandum “Redelegations and the Regional Realignment” (March 27, 2019). 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 Assistant Attorney General for Environment and Natural Resources, as subject to further delegation.

2. This Settlement Agreement is made and entered into by EPA and Jeco Corporation (“Settling Party”). Settling Party consents to and will not contest EPA’s authority to enter into this Settlement Agreement or to implement or enforce its terms.

## II. BACKGROUND

3. This Settlement Agreement concerns the Maywood Chemical Company Superfund Site (“Site”) located in the Boroughs of Maywood and Lodi, and the Township of Rochelle Park, Bergen County, New Jersey. EPA alleges that 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. In performing response actions, EPA has incurred response costs at or in connection with the Site.

5. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA.

6. On or about December 14, 2020, EPA caused a Notice of Federal Lien to be recorded in the records of the Bergen County Clerk, Instrument #2020134542, Book 3870, Page 1105, giving notice that the United States holds a lien on Settling Defendant’s property at 149-151 Maywood Avenue, Borough of Maywood and Township of Rochelle Park, Bergen County, New Jersey, designated as Block 124, Lot 30 in Borough of Maywood and Block 17.02, Lot 1 in Township of Rochelle Park on the tax map of Bergen County, New Jersey, as provided by Section 107(1) of CERCLA, 42 U.S.C. § 9607(1).

7. 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 by

Settling Party. 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 Section.

### **III. PARTIES BOUND**

8. This Settlement Agreement shall be binding upon EPA and upon Settling Party and its successors and assigns. Any change in ownership or corporate or other 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 except as explicitly agreed to in Paragraph 33 of this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

### **IV. DEFINITIONS**

9. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or its appendix, the following definitions shall apply:

“Affected Property” shall mean all real property at the Site and any other real property, owned or controlled by Settling Party, where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement response actions at the Site, including, but not limited to, the following property: 149-151 Maywood Avenue, Borough of Maywood and Township of Rochelle Park, Bergen County, New Jersey, designated as Block 124, Lot 30 in Borough of Maywood and Block 17.02, Lot 1 in Township of Rochelle Park on the tax map of Bergen County, New Jersey (“Property”).

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

“Day” or “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 or State holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the effective date of this Settlement Agreement as provided by Section XIX.

“Federal Lien” shall mean the lien perfected by EPA on the Property at 149-151 Maywood Avenue, Borough of Maywood and Township of Rochelle Park, Bergen County, New Jersey, designated as Block 124, Lot 30 in Borough of Maywood and Block 17.02, Lot 1 in Township of Rochelle Park on the tax map of Bergen County, New Jersey, on or about December 14, 2020.

“EPA” shall mean the United States Environmental Protection Agency.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest 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. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“OU1 Record of Decision” shall mean the September 2014 record of decision for operable unit 1, which addresses chemically-contaminated soil and buried waste at the Site.

“OU2 Record of Decision” shall mean the September 2003 record of decision for operable unit 2, which addresses the remediation of contaminated soil, debris (e.g., buried drums), and building materials defined as Formerly Utilized Sites Remedial Action Program (“FUSRAP”) waste at the Site.

“OU3 Record of Decision” shall mean the July 2012 record of decision for operable unit 3, which addresses groundwater impacted by FUSRAP waste at the Site and includes excavation of source material in soil at the Maywood Interim Storage Site (known as the MISS) with off-site disposal, groundwater monitoring and in-situ groundwater treatment.

“Oversight Costs” shall mean all direct and indirect costs incurred by EPA in monitoring and supervising performance of the Work to determine whether such performance is consistent with the requirements of the OU2 and OU3 Records of Decision, including but not limited to costs incurred in reviewing plans, reports and other documents submitted pursuant to this Settlement Agreement, as well as costs incurred in overseeing implementation of the Work, including the OU2 and OU3 Remedial Investigations and Feasibility Studies, and institutional controls at the Property.

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean EPA and Settling Party.

“Response Costs” shall mean all past and future Oversight Costs that EPA or the U.S. Department of Justice on behalf of EPA has paid or will pay in connection with radiological contamination at the Affected Property, 149-151 Maywood Avenue, Borough of Maywood and Township of Rochelle Park, Bergen County, New Jersey, designated as Block 124, Lot 30 in Borough of Maywood and Block 17.02, Lot 1 in Township of Rochelle Park on the tax map of Bergen County, New Jersey, part of the Maywood Chemical Superfund Site.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Settlement Agreement and any attached appendix. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Settling Party” shall mean Jeco Corporation.

“Site” shall mean the Maywood Chemical Company Superfund Site, encompassing approximately 63 acres, located in Boroughs of Maywood and Lodi, and the Township of Rochelle Park, Bergen County, New Jersey and depicted generally on the map attached as Appendix A.

“Maywood Chemical Company Superfund Site Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), established on November 7, 2014.

“State” shall mean the State of New Jersey.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Work” shall mean all activities and obligations which are required to be performed to implement the remedial design and remedial action related to the Property under the OU2 and OU3 Records of Decision as well as any and all activities and obligations required to be performed in connection with radiological contamination at the Affected Property.

## **V. PAYMENT OF RESPONSE COSTS**

**10. Payment by Settling Party for Response Costs.** Within 7 days after Settling Party receive notice from EPA that this Settlement Agreement has been signed by EPA and approved by the Attorney General or his or her designee, Settling Party shall deposit \$125,500 into an interest-bearing escrow account in a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation. If the Settlement Agreement is not made effective after public comment, the monies placed in escrow, together with accrued interest thereon, shall be returned to Settling Party. If the Settlement Agreement is made effective after public comment, Settling Party shall, within 15 days after the Effective Date, cause the monies in the Escrow Account, together with accrued interest thereon, to be paid to EPA in accordance with Paragraph 11 below

11. Settling Party shall make the payment at either <https://www.pay.gov> in accordance with the following payment instructions: 1) enter “sfo 1.1” in the search field to access EPA’s Miscellaneous Payment Form – Cincinnati Finance Center; and 2) complete the form including the Site Name, docket number, and Site ID Number 0219; or by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York; ABA = 021030004; Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street, New York, NY 10045

Field Tag 4200 of the Fedwire message should read: “D 68010727 Environmental Protection Agency”

Case No. 02-2022-2004

Site/Spill identifier 0219

Settling Party shall send to EPA in accordance with Section XIV (Notices and Submissions), a notice of this payment including these references.

12. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 10 shall be deposited by EPA in the Maywood Chemical Company Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

## VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

13. **Interest on Late Payments.** If Settling Party fails to make any payment required by Paragraph 10 (Payment by Settling Party for Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

### 14. Stipulated Penalty

a. If any amounts due to EPA under Paragraph 10 (Payment by Settling Party for Response Costs) are 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 the Interest required by Paragraph 13 (Interest on Late Payments), \$1000 per violation per day that such payment is late.

b. If Settling Party does not comply with **Section XI (Property Requirements)**, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, \$1000 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. Settling Party shall make all payments at <https://www.pay.gov> using the following instructions: 1) enter “sfo 1.1” in the search field to access EPA’s Miscellaneous Payment Form - Cincinnati Finance Center; and 2) complete the form including the Site Name, docket number, and Site Number 0219, and indicate in the

comment field that the payment is for stipulated penalties. Settling Party shall send to EPA, in accordance with Section XV (Notices and Submissions), a notice of this payment including these references.

d. Penalties shall accrue as provided in this Paragraph 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 or the day a violation occurs and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

15. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement 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, on behalf of EPA, 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.

16. 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. Payment of stipulated penalties shall not excuse Settling Party from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Settlement Agreement.

## **VII. COVENANTS BY EPA**

17. **Covenants for Settling Party by EPA.** Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement. These covenants extend only to Settling Party and do not extend to any other person,

## **VIII. RESERVATIONS OF RIGHTS BY EPA**

18. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within Paragraph 17 (Covenants for Settling Party by EPA). Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to:

a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;



b. liability for costs incurred or to be incurred by the United States that are not within the definition of Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

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

19. 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, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

## IX. COVENANTS BY SETTLING PARTY

20. **Covenants by Settling Party.** Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs and this Settlement Agreement, including but not limited to:

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

b. any claims arising out of the response actions at the Site for which the Response Costs are or were incurred, including any claim under the United States Constitution, the Constitution of the State of New Jersey, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Response Costs.

21. 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).

### 22. **Waiver of Claims by Settling Party**

a. Settling Party agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Settling Party with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal,

treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) ***De Minimis/Ability to Pay Waiver.*** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

**b. Exceptions to Waivers**

(1) The waivers under this Paragraph 22 shall not apply with respect to any defense, claim, or cause of action that Settling Party may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against Settling Party.

(2) The waiver under Paragraph 22.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

**X. EFFECT OF SETTLEMENT/CONTRIBUTION**

23. Except as provided in Paragraph 22 (Waiver of Claims by Settling Party), 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. Except as provided in Section IX (Covenants by Settling Party), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), 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).

24. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from

contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are Response Costs.

25. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

26. Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Party shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

27. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, 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 in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by EPA set forth in Section VII.

28. Effective upon signature of this Settlement Agreement by Settling Party, Settling Party agrees that the time period commencing on the date of its signature and ending on the date EPA receives from Settling Party the payment required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 24, and that, in any action brought by the United States related to the “matters addressed,” Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Party that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

## **XI. RELEASE OF FEDERAL LIEN**

29. In further consideration of the payments Settling Defendant is making pursuant to Section V (Payment of Response Costs), and subject to the Reservation of Rights in Section VIII of this Settlement Agreement, upon payment of the amount specified in Section V and any interest or stipulated penalties due under Paragraphs 13 and 14, EPA agrees to release and waive the Federal Lien arising under Section 107(1) of CERCLA, 42 U.S.C. 9607(1), by executing a

Discharge and Release of Lien in a form substantially similar to that attached as Appendix B that Settling Defendant will file with the Bergen County Clerk's Office, Bergen County, State of New Jersey.

## **XII. PROPERTY REQUIREMENTS**

30. **Agreements Regarding Access and Non-Interference.** Settling Party shall, with respect to its Affected Property:

a. Provide the United States, the State of New Jersey and potentially responsible parties who have entered or may enter into an agreement with the United States for performance of response actions at the Site, and their representatives, contractors, and subcontractors with access at all reasonable times to its Affected Property to conduct any activity relating to response actions at the Site including the following activities:

(1) Monitoring, investigation, removal, remedial or other activities at the Site (including but not limited to possible installation of groundwater wells for monitoring and remediation as part of OU3 and/or Operable Unit 4 ("OU4"));

(2) Verifying any data or information submitted to the United States or the State of New Jersey;

(3) Conducting investigations regarding contamination at or near the Site;

(4) Obtaining samples;

(5) Assessing the need for, planning, implementing, or monitoring response actions;

(6) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Party or its agents, consistent with Section XII (Access to Information);

(7) Assessing Settling Party's compliance with the Settlement Agreement;

(8) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement Agreement; and

(9) Implementing, monitoring, maintaining, reporting on, and enforcing any institutional controls or any land, water, or other resource use restrictions regarding the Affected Property.

b. Refrain from using its Affected Property in any manner that EPA determines will (i) pose an unacceptable risk to human health or to the environment due to exposure to hazardous substances or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of response actions at the Site, including the following restrictions:

- (1) Prohibiting the following activities which could interfere with response actions at the Site unless prior approval is obtained from EPA: excavation or disturbance of soil in areas that have yet to be remediated,; and disturbance of existing groundwater monitoring wells;
- (2) Prohibiting use of contaminated groundwater;
- (3) Prohibiting the following activities which could result in exposure to contaminants in subsurface soils and groundwater unless prior approval is obtained from EPA and the U.S. Army Corps of Engineers: excavation or disturbance of soils in areas where FUSRAP contamination will remain in place;
- (4) Ensuring that any new structures on the Affected Property will not be constructed in a manner which could interfere with response actions at the Site, including coordinating with EPA/New Jersey Department of Environmental Protection with regard to the locations of existing monitoring wells and coordinating on ongoing remedial action work;
- (5) Ensuring that any new structures on the Affected Property will be constructed in a manner which will minimize potential risk of inhalation of contaminants, including radon and Volatile Organic Compounds in groundwater; and
- (6) Ensuring that future uses of the Affected Property are consistent with restrictions required by Records of Decision for Site and required institutional controls.
- (7) Complying with any land use restrictions and institutional controls on the Affected Property in connection with a response action.

31. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices, including but not limited to deed notices, are needed regarding the Affected Property, Settling Party shall cooperate with EPA's and the State's efforts to secure and ensure compliance with such institutional controls. The remedy selected in the OU1 Record of Decision and the remedy selected in the OU2 Record of Decision both require institutional controls restricting the future use of the Affected Property and ensuring that future activities are performed with knowledge of Site conditions and with appropriate health and safety procedures. The remedy for OU4, not yet selected, may require institutional controls for groundwater contamination associated with the Site. Accordingly, if Settling Party still retains ownership of the Affected Property at such time that remedial work related to any record of decision requiring a deed notice on the Affected Property is completed, Settling Party agrees to record a deed notice in a form substantially similar to the model deed notice found in N.J.A.C. 7:26C, Appendix B, describing: 1) contaminants that remain on the Affected Property upon completion of remedial construction activities; 2) any engineering controls installed at the Affected Property; 3) restrictions on use, alterations, improvements and disturbances of the Affected Property; and 4) monitoring and maintenance requirements applicable to the Property.

The deed notice shall be subject to review and approval by the United States and the State of New Jersey.

**32. Notice to Successors-in-Title**

a. Settling Party shall, within 15 days after the Effective Date, record a notice in a form substantially similar to the notice approved by EPA and attached as Appendix C with the Bergen County Clerk's Office, Bergen County, State of New Jersey. Settling Party shall submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.

b. Settling Party shall, prior to entering into a contract to Transfer its Affected Property, or 60 days prior to Transferring its Affected Property:

(1) Notify the proposed transferee that EPA performed and will be performing a response action regarding the Site; and

(2) Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.

33. Prior to their Transfer of the Affected Property or any part thereof, Settling Party shall obtain an agreement from the transferee, enforceable by Settling Party, the United States, and the State of New Jersey, to comply with Paragraphs 30 and 31. After Settling Party's written demonstration to EPA that a transferee agrees to comply with the requirements of this Paragraph 33, EPA will notify Settling Party that its direct obligations under Paragraphs 30 and 31 of the Settlement Agreement are terminated with respect to the Affected Property or part thereof that has been transferred, provided however that Settling Party shall cooperate with the United States and/or the State of New Jersey in enforcing the requirements of Paragraphs 30 and 31. All other obligations of Settling Party remain in effect, including but not limited to its obligations under Section XIII (Access to Information) and Section XIV (Retention of Records).

34. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

**XIII. ACCESS TO INFORMATION**

35. Settling Party shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

**36. Privileged and Protected Claims**

a. Settling Party may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 36.b, and except as provided in Paragraph 36.c

b. If Settling Party asserts a claim of privilege or protection, it shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Party shall provide the Record to EPA in redacted form to mask the privileged or protected information only. Settling Party shall retain all Records that it claims to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Party's favor.

c. Settling Party may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Party is required to create or generate pursuant to this Settlement Agreement.

37. **Business Confidential Claims.** Settling Party may assert that all or part of a Record submitted to EPA under this Section or Section XIV (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Party shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which Settling Party asserts a business confidentiality claim. Records that Settling Party claims to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Party that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Party.

38. Notwithstanding any provision of this Settlement Agreement, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions relating thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

#### **XIV. RETENTION OF RECORDS**

39. Until 10 years after the Effective Date, each Settling Party shall preserve and retain all non-identical copies of Records now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that Settling Party who is potentially responsible as an owner or operator of the Site must retain, in addition, all Records that relate to the liability of any person

under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

40. After the conclusion of the 10-year record retention period, Settling Party shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided in Paragraph 36 (Privileged and Protected Claims), Settling Party shall deliver any such Records to EPA.

41. Settling Party certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

## **XV. NOTICES AND SUBMISSIONS**

42. 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. Except as otherwise provided, notice by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

### **As to EPA:**

Elizabeth La Blanc  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
290 Broadway, 17<sup>th</sup> Floor  
New York, NY 10007-1866  
lablanc.elizabeth@epa.gov

Anne Rosenblatt  
Superfund and Emergency Management Division  
U.S. Environmental Protection Agency  
290 Broadway,  
New York, NY 10007-1866  
Rosenblatt.anne@epa.gov



Chief  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Defense Section  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-3-12439

**As to Settling Party:**

Jeco Corporation  
185 NW Spanish River Boulevard  
Suite 100  
Boca Raton, Florida 33431  
Attn.: General Counsel

Cole Schotz P.C.  
Court Plaza North  
25 North Main Street  
Hackensack, NJ 07601  
Attn.: Catherine E. Bostock, Esq.  
[cbostock@coleschotz.com](mailto:cbostock@coleschotz.com)

**XVI. INTEGRATION/APPENDIX**

43. This Settlement Agreement and its appendix constitute the final, complete, and exclusive agreement and understanding among 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 appendix is attached to and incorporated into this Settlement Agreement: “Appendix A” is the map of the Site.

**XVII. PUBLIC COMMENT**

44. This Settlement Agreement shall be subject to a public comment period of at least 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may withhold its consent or seek to modify this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

**XVIII. ATTORNEY GENERAL APPROVAL**

45. The Attorney General or his or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

**XIX. EFFECTIVE DATE**

46. 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 44 has closed and the United States has determined not to withhold its consent or seek to modify this Settlement Agreement based on the comments received, if any.

IT IS SO AGREED:

11/16/21

Dated

**U.S. ENVIRONMENTAL PROTECTION AGENCY:**

**Evangelista, Pat**

Digitally signed by Evangelista,

Pat

Date: 2021.11.16 13:52:33 -05'00'

Pat Evangelista, Director

Superfund and Emergency Management Division, Region 2

Signature Page for Settlement Agreement Regarding  
Maywood Chemical Company Superfund Site

**U.S. DEPARTMENT OF JUSTICE:**

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division

11/15/2021

Dated

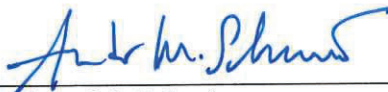
*Nathaniel Douglas*

\_\_\_\_\_  
NATHANIEL DOUGLAS  
Deputy Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
Washington, D.C. 20044-7611

Signature Page for Settlement Agreement Regarding  
Maywood Chemical Company Superfund Site

**FOR: JECO CORPORATION**

November 16, 2021  
Dated



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Andrew M. Schreier  
Vice President  
Jeco Corporation  
185 NW Spanish River Boulevard Suite 100  
Boca Raton, Florida 33431

## Appendix A



**LEGEND**

- PROPERTY BOUNDARY
- FENCE
- WETLAND AREA

**AREAS OF CONCERN**

- AOC 1 - BURIED CONTAINER (AOC1-BCA)
- AOC 2 - STYRENE AREA (AOC2-SA)
- AOC 3 - LEATHER MATERIALS (AOC3-LMA)
- AOC 4 - FORMER AROMATICS AREA (AOC4-FAA)
- AOC 5 - CENTRAL TANK FARM AREA (AOC5-CTFA)

NOTE: LITHIUM AND BEDROCK GROUNDWATER AOCs ARE NOT SHOWN

REVISIONS:  
 1. 04/29/2013: INITIAL DESIGN OF AOCs  
 2. 05/01/2013: REVISIONS TO AOCs BASED ON FIELD DATA  
 3. 05/01/2013: REVISIONS TO AOCs BASED ON FIELD DATA



SOURCE:  
 CONTESTO-ROEDERS & ASSOCIATES, INC.  
 COMPANY SITE OPERABLE UNITS 1 AND 2  
 SEPTEMBER 2010, PLATE 1

| ISSUE | DATE       | DESCRIPTION       |
|-------|------------|-------------------|
| 1     | 04/29/2013 | FEASIBILITY STUDY |

PROJECT MANAGER: M.M.  
 LEAD DESIGN: PROF. D.V.  
 DESIGN ENGINEER: A.P.  
 DRAWN BY: D.L.  
 PROGRAM MANAGER: E.W.  
 QUALITY ASSURANCE: M.S. E.M.

**FINAL**

**MAYWOOD CHEMICAL COMPANY  
 SITE  
 MAYWOOD, NEW JERSEY**

**UNITED STATES ENVIRONMENTAL  
 PROTECTION AGENCY  
 CONTRACT NUMBER: 08  
 TRNKA-08-000000-000  
 028-RICD-0013**

**SITE MAP WITH  
 AREAS OF CONCERN**

FILENAME: ODC-01.DWG  
 SCALE: 1:300  
 SHEET: FIGURE 2

## Appendix B

Prepared by: \_\_\_\_\_  
Kathryn DeLuca  
Assistant Regional Counsel

**NOTICE OF DISCHARGE AND RELEASE OF FEDERAL LIEN**

(TO BE FILED IN THE DISCHARGE OF MORTGAGE BOOK)

WHEREAS by Notice of Federal Lien, dated December 13, 2020, and recorded in the office of the Bergen County Clerk on December 14, 2020, in Mortgage Book 3870, Page 1105, the United States of America perfected a lien pursuant to Section 107(l) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9607(l), on that certain parcel of real property owned by Jeco Corporation located at 151 Maywood Avenue, Maywood Borough and Rochelle Park Township, Bergen County, New Jersey, designated as **Block 124, Lot 30** in Maywood Borough and **Block 17.02, Lot 1** in Rochelle Park Township on the tax map of Bergen County, New Jersey New Jersey in effect at such time (the “Federal Lien”); and

WHEREAS, the United States has determined to release the Federal Lien;

NOW THEREFORE, the Federal Lien is hereby discharged and released.

IN WITNESS WHEREOF, the United States has caused this instrument to be executed through the United States Environmental Protection Agency, and its attorney, in his official capacity as Regional Counsel of the United States Environmental Protection Agency, Region 2 to effect the discharge and release of the aforesaid Federal Lien, and consents that this Release of Federal Lien may be filed of record.

Dated at New York, New York, this \_\_\_\_ day of \_\_\_\_\_, 2021.

UNITED STATES OF AMERICA and  
UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY

United States of America     )  
State of New York            ) ss.  
County of New York          )  
By: \_\_\_\_\_  
Eric Schaaf  
Regional Counsel  
United States Environmental Protection Agency  
Region 2  
290 Broadway - 17th Floor  
New York, New York 10007

On this \_\_\_\_ day of \_\_\_\_\_, 2021 there appeared personally before me, the undersigned Notary, Eric Schaaf, known to me to be the Regional Counsel of the United States



Environmental Protection Agency, Region 2, and he acknowledged that he signed the foregoing RELEASE OF LIEN in a representative capacity as the free and voluntary act and deed of the United States and its said Agency for the uses and purposes therein mentioned. GIVEN under my hand and official seal the day and year first stated above.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

## Appendix C

Prepared By and  
After Recording Return To:

THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTEREST IN REAL PROPERTY IN THE LAND RECORDS OF BERGEN COUNTY, NEW JERSEY AND SHALL RUN WITH THE LAND AND BE DEEMED BINDING ON ALL SUCCESSORS-IN-TITLE.

### **Deed Notice**

This Deed Notice (“Notice”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by Jeco Corporation, a Delaware corporation, having an address of 185 NW Spanish River Boulevard, Suite 100, Boca Raton, Florida 33431 (“Owner”).

1. THE AFFECTED PROPERTY. Jeco Corporation is the owner in fee simple of that certain real property known as 149-151 Maywood Avenue, Borough of Maywood and Township of Rochelle Park, Bergen County, New Jersey, designated as Block 124, Lot 30 in Borough of Maywood and Block 17.02, Lot 1 in Township of Rochelle Park on the tax map of Bergen County, New Jersey (“Affected Property”). The New Jersey Department of Environmental Protection Program Interest Number for the Affected Property is PI No. 24809. The Affected Property is more particularly described in Exhibit A, which is attached hereto and made a part hereof.

2. MAYWOOD CHEMICAL SITE. The Affected Property comprises a portion of the Maywood Chemical Company Superfund Site located in the Boroughs of Maywood and Lodi, and the Township of Rochelle Park, in Bergen County, New Jersey (the “Maywood Chemical Site”). The U.S. Environmental Protection Agency (“EPA”) CERCLIS ID number for the Maywood Chemical Site is NJD980529762. The Maywood Chemical Site is a Formerly Utilized Sites Remedial Action Program (“FUSRAP”) site.

3. GOVERNMENTAL OVERSIGHT. The Maywood Chemical Site is divided into four Operable Units. EPA is the lead agency overseeing the investigation and remediation of Operable Unit 1 (“OU1”) and Operable Unit 4 (“OU4”) of the Maywood Chemical Site, with support from NJDEP. The U.S. Army Corps. of Engineers is implementing the remedial actions for Operable Unit 2 (“OU2”) and Operable Unit 3 (“OU3”) at the Site as the lead agency, with EPA and NJDEP support.

4. MAYWOOD CHEMICAL SITE SELECTED REMEDY. The Maywood Chemical Site is divided into four Operable Units (“OUs”):

- OU1 is designated for non-FUSRAP soil contamination. A Record of Decision (“ROD”) for OU1 was issued by U.S. EPA in September 2014. The remedy selected under the ROD included, without limitation, excavation and off-site disposal of contaminated soil and waste material, in situ soil vapor extraction and

treatment, and the establishment of institutional controls. On January 22, 2021, EPA issued an Explanation of Significant Differences (“ESD”) to include residential properties adjacent to the OU1 area where contamination was discovered during Pre-Design Investigation activities. The ESD did not modify any key components under the ROD for OU1.

- OU2 is designated for FUSRAP radiological soil contamination. A ROD for OU2 was issued by the Army Corps in August 2003. The remedy selected under the ROD included, without limitation, excavation and offsite disposal of radiologically contaminated soil and waste materials and the implementation of institutional and land use controls. On June 18, 2021, EPA issued an ESD for FUSRAP Soils and Buildings at the Site. The ESD expanded the scope of the selected remedy under the ROD due to the incorporation of additional properties under the remedy, changing the volume of in-situ excavated soils, and addressing inaccessible soils under roadways to account for utility worker exposure concerns.
- OU3 is designated for FUSRAP radiological groundwater contamination. A ROD for OU3 was issued by the Army Corps in May 2015. The remedy selected under the ROD included, without limitation, removal and off-site disposal of source material, in situ treatment, monitored natural attenuation, and land use controls.
- OU4 is designated for non-FUSRAP groundwater contamination. As of the date of this Notice, a ROD for OU4 has not yet been issued. The remedy selected under the OU4 ROD may include the implementation of groundwater remedies, including well placement, and the establishment of institutional controls.

5. IMPLEMENTATION OF REMEDY. The remedy at each of the Maywood Chemical Site Operable Units is being implemented by the following parties:

- OU1 - Stepan Company is conducting the investigation and remediation of OU1, with EPA and NJDEP oversight.
- OU2 - The Army Corps is conducting the investigation and remediation of OU2 as the Site lead, with EPA and NJDEP oversight.
- OU3 - The Army Corps is conducting the investigation and remediation of OU3, as the Site lead, with EPA and NJDEP oversight.
- OU4 - Stepan Company is conducting the investigation and remediation of OU4, with EPA and NJDEP oversight

4. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Notice as of the date first written above.

WITNESS: Jeco Corporation

\_\_\_\_\_ By \_\_\_\_\_  
[Print name and title] [Signature]

STATE OF FLORIDA SS.:  
COUNTY OF PALM BEACH

I certify that on \_\_\_\_\_, 2021, [Name of person executing document on behalf of Owner] personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the [secretary/assistant secretary] of Jeco Corporation, the corporation named in this document;
  - (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the [president/vice president] of the corporation;
  - (c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;
  - (d) this person knows the proper seal of the corporation which was affixed to this document;
- and
- (e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name and title of attesting witness]

Signed and sworn before me on \_\_\_\_\_, 2021

\_\_\_\_\_, Notary Public

\_\_\_\_\_  
[Print name and title]