

**RESOLUTION NO. 2024-314**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT OFFER AND DE MINIMIS PAYMENT IN ACCORDANCE THERETO PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. SECTION 9501-9675 REGARDING THE PURE EARTH RECYCLING SUPERFUND SITE.**

**WHEREAS**, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 96-1-9675, commonly known as the federal “Superfund” Law, the United States Environmental Protection Agency (EPA) is responsible for responding to the release of hazardous substances into the environment and has been assigned to the Pure Earth Recycling Superfund site in Vineland (Site); and

**WHEREAS**, in their investigations, they have identified entities that have had contaminated substances delivered to the site either directly or through third parties and such entities may be held liable for cost expended in taking response actions; and

**WHEREAS**, the City of Vineland has been identified as a “de minimis contributor” and Section 122(g) of the Superfund Laws allows the EPA to enter into “de minimis settlements” with entities that contributed a minimal amount of waste to the Site; and

**WHEREAS**, the EPA has proposed that the City enter into a de minimis settlement with the EPA in accordance with the Administrative Settlement Agreement and Order on Consent, as attached hereto and made a part hereof, wherein the City would pay claims as follows: \$682.97 for “City of Vineland” claims, \$319.22 for “Vineland Water Utility” claims, and \$274.88 for “Vineland Fire Department” claims for a total of \$1,277.07 without any admission of liability and be released from any further liability.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute the Administrative Settlement Agreement and Order on Consent as attached hereto and made a part hereof.

Adopted: July 23, 2024

\_\_\_\_\_  
President of Council eaa

ATTEST:

\_\_\_\_\_  
City Clerk kp

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IN THE MATTER OF:

PURE EARTH RECYCLING SITE  
Vineland, Cumberland County, New Jersey

Proceeding under Section 122(g)(4)  
of the Comprehensive Environmental  
Response, Compensation, and  
Liability Act, 42 U.S.C. § 9622(g)(4).

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)  
) U. S. EPA Region 2  
) Index No. CERCLA-02-2024-2015  
)

)  
) **ADMINISTRATIVE**  
) **SETTLEMENT AGREEMENT**  
) **AND ORDER ON CONSENT**  
)

**CERCLA SECTION 122(g)(4) *DE MINIMIS* CONTRIBUTOR  
ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT**

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## I. JURISDICTION

1. This Administrative Order on Consent ("Settlement Agreement") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987). This authority was further delegated to the Director of the Superfund and Emergency Management Division within Region 2.
2. This Administrative Order on Consent is issued to the persons, corporations, or other entities identified in Appendix A ("Respondents"). Each Respondent agrees to undertake all actions required by this Settlement Agreement. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.
3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability by any Respondent. Respondents do not admit, and they retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the Statement of Facts or Determinations contained in Sections V and VI, respectively, of this Settlement Agreement.

## II. PARTIES BOUND

4. This Settlement Agreement shall apply to and be binding upon EPA and upon Respondents and their heirs, successors, and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under 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 execute and bind legally the party represented by him or her.

## III. STATEMENT OF PURPOSE

5. By entering into this Settlement Agreement, the mutual objectives of the Parties are:
  - a) to reach a final settlement among the Parties with respect to the Pure Earth Recycling site ("Site") pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site by any party except the State, thereby reducing litigation relating to the Site;
  - b) to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

- c) to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by EPA from the EPA Hazardous Substance Superfund, and by any other persons except the State, and to provide for full and complete contribution protection for Respondents as set forth in this Settlement Agreement with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), or as otherwise may be provided by law.

#### IV. DEFINITIONS

6. 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 in any appendix attached hereto, the following definitions shall apply:

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

“Day” or “day” shall mean a calendar day. In computing any period 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.

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

“EPA” shall mean the U.S. Environmental Protection Agency.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established pursuant to 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 pursuant to 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.

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

“Party” and “Parties” shall mean EPA or an individual Respondent or EPA and the Respondents, respectively.

“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).

“Respondents” shall mean those persons, corporations, or other entities that have consented to enter into this Settlement Agreement as listed in Appendix A.

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

“Settlement Agreement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Site” shall mean the Pure Earth Recycling Superfund Site, which includes three parcels known as 3209 North Mill Road and 3119 and 3137 Chammings Court, located in Vineland, Cumberland County, New Jersey.

“State” shall mean the State of New Jersey.

“Waste Material” shall mean (a) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

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

## V. STATEMENT OF FACTS

7. The Site was operated by Pure Earth Recycling, Inc. (“PER”), a wholly-owned subsidiary of Pure Earth, Inc., (EPA ID No. NJD981178346) (previously known as Casie Ecology Oil Salvage Inc. (EPA ID No. NJD045995693) and Mid-Atlantic Recycling Technologies Inc. (MART) (EPA ID No. NJR00031377) as a commercial solid and hazardous waste facility to store and treat on-site and off-site waste prior to shipment to off-site authorized facilities. PER and its predecessors accepted waste oils and wastewaters at the Site that contained trace organic or surfactant compounds as well as receiving soil contaminated with petroleum wastes and manufactured gas plant residues from soil remediation contractors.
8. Hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been released at or from the facility. EPA’s On-Scene Coordinators initially observed over 100 drums of oxidizers, acids, and other chemicals scattered about the premises, most of which were located outside and exposed to the elements. Some of the chemicals identified at the Site included acetone, arsenic, barium, benzene, cadmium, chromium, carbon tetrachloride, cresol-m, cresol-p, lead, mercury, methyl ethyl ketone, methyl tert-butyl ether, silver, tetrachloroethylene, and trichloroethylene.
9. Dozens of compressed gas cylinders were also observed, including cylinders containing hydrogen, acetylene and oxygen. Streams of liquid leaking from a portable storage tank and from the above-ground storage tanks labeled “waste oil” were also observed. As a result of the prior release or threatened release of hazardous substances, EPA undertook response activities at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604. From 2012 to 2018, EPA conducted response activities at the Site that

included the characterization, removal, and disposal of liquids and solid wastes containing hazardous substances from storage tanks, roll offs, and associated process piping. In performing these removal activities, EPA addressed the tanks at the Site with the exception of Tank 17.

10. On September 10, 2020, EPA and a group of entities (the Pure Earth Site Removal Action Performing Parties Group) entered into an administrative settlement agreement and order on consent, CERCLA Docket No. 02-2019-2008, under which the settlors agreed to perform an action involving the removal and disposal of waste oil and sludge from Tank 17 that contained benzene, methyl ethyl ketone, methyl tertiary-butyl ether, and acetone, as well as to make a payment to reimburse a portion of EPA's past response costs incurred at or in connection with the Site.
11. As described above, EPA has incurred response costs at or in connection with the Site in performing various response activities. Through March 31, 2024, EPA has incurred and paid an estimated \$7,211,491 in response costs at the Site, of which \$6,209,087 is associated with liquid waste material. EPA has recovered \$1,194,365 to date, reducing our unreimbursed past costs to an estimated \$5,014,721.
12. EPA has reason to believe, based on evidence obtained regarding the Site, that each Respondent listed on Appendix A has arranged for disposal or treatment of a hazardous substance at the Site.
13. EPA has determined that the amount of hazardous substances contributed to the Site by each Respondent is *de minimis* and is unlikely to exceed 1.5% of the gallons of materials containing hazardous substances at the Site, and we have no reason to believe that the hazardous substances contributed by each Respondent to the Site are significantly more toxic or of significantly greater hazardous effect than other hazardous substances disposed of or treated at the Site. The amount of materials containing hazardous substances that EPA ascribes as contributed to the Site by each Respondent is listed in Appendix B.
14. EPA estimates that the total unreimbursed response costs incurred at or in connection with the Site by EPA related to the liquid wastes contributed to the Site by parties such as Respondents is \$5,014,721.84. The payment required to be made by each Respondent pursuant to this Settlement Agreement is a minor portion of this total amount proportional to wastes each Respondent sent to the Site.

## **VI. DETERMINATIONS**

15. Based upon the Statement of Facts set forth above and on the administrative record for this Settlement Agreement, EPA has determined that:
  - a) The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);
  - b) Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21);
  - c) Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

- d) There has been an actual or threatened “release” of a “hazardous substance” from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14);
  - e) The actual or threatened “release” caused EPA to incur response costs;
  - f) Settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);
  - g) As to each Respondent, this Settlement Agreement involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), and
  - h) The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).
16. Based upon the administrative record for this Settlement Agreement and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth in this Settlement Agreement, the following is hereby agreed to and ordered.

## VII. PAYMENT

17. Within 30 days after the Effective Date, each Respondent shall pay to EPA the amount set forth in Appendix B to this Settlement Agreement.
18. Each Respondent’s payment includes an amount for (a) past response costs incurred at or in connection with the Site and (b) a premium to cover the risks and uncertainties avoided by participating in this settlement, including but not limited to the risk that total response costs incurred or to be incurred at or in connection with the Site by EPA or by any other person, except the State, will exceed the estimated total response costs upon which Respondents’ payments are based.
19. Each Respondent shall make payment at <https://www.pay.gov> in accordance with the following instructions: enter “sfo 1.1” in the search field to access EPA’s Miscellaneous Payment Form – Cincinnati Finance Center. To do so, complete the form, including referencing the Pure Earth Recycling Superfund site, Site/Spill ID Number A284, and this Settlement Agreement Index No. CERCLA-02-2024-2015.
20. **Deposit of Payment.** The total amount to be paid by Respondents pursuant to Paragraph 17 shall be deposited by EPA in the EPA Hazardous Substance Superfund.
21. **Notice of Payment.** At the time of payment, each Respondents shall send notice that payment has been made to (a) Irmgard Lopez, On-Scene Coordinator, by email at [lopez.irmgard@epa.gov](mailto:lopez.irmgard@epa.gov), (b) the EPA Cincinnati Finance Office by email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov), and (c) Jocelyn Scott, Site Attorney, by email at [scott.jocelyn@epa.gov](mailto:scott.jocelyn@epa.gov). Such notice shall reference Site/Spill ID Number A284 and the EPA Settlement Agreement Index No. CERCLA-02-2024-2015 for this action.



### VIII. FAILURE TO MAKE PAYMENT

22. If any Respondent fails to make full payment within the time required by Paragraph 17, that Respondent shall pay Interest on the unpaid balance, which shall accrue from the Effective Date until the date of payment. In addition, if any Respondent fails to make full payment as required by Paragraph 17, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

### IX. CERTIFICATION OF RESPONDENTS

23. By signing this Settlement Agreement, each Respondent certifies, individually, that, to the best of its knowledge and belief, it:
- a) has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, reports, documents, or other information (including records, reports, documents, or other information in electronic form 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
  - b) has and will comply fully with any EPA and State requests for information regarding the Site pursuant to Sections 104(e), 122(e)(3)(B), and 122(g)(8) of CERCLA, 42 U.S.C. §§ 9604(e), 9622(e)(3)(B), and 9622(g)(8), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

### X. COVENANTS BY UNITED STATES

24. **Covenants for Respondents.** Except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, these covenants shall take effect for each Respondent upon the Effective Date. With respect to each Respondent, individually, these covenants are conditioned upon the following: (a) the satisfactory performance by Respondent of all obligations under this Settlement Agreement; and (b) the veracity and completeness of information, if any, provided to EPA by Respondent relating to Respondent's involvement with the Site. These covenants extend only to Respondents and do not extend to any other person not a Respondent to this Settlement Agreement.

### XI. RESERVATIONS OF RIGHTS BY UNITED STATES

25. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all matters not expressly included within Section X (Covenants by United States). Notwithstanding any other provision of this Settlement Agreement, the United States reserves all rights against Respondents with respect to the following:
- a) liability for failure to meet a requirement of this Settlement Agreement;

- b) criminal liability;
  - c) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
  - d) liability of a Respondent based on the ownership or operation of the Site by such Respondent; and
  - e) liability based on a Respondent's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by such Respondent.
26. Notwithstanding any other provision in this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered that indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a *de minimis* party at the Site because such Respondent contributed 1.5% or more of the total amount of liquid materials containing hazardous substances at the Site, or contributed hazardous substances that are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

## XII. COVENANTS BY RESPONDENTS

### 27. Covenants by Respondents

- a) Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site and this Settlement Agreement including, but not limited to the following:
  - (1) 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;
  - (2) any claim arising out of response actions at or in connection with the Site, 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
  - (3) any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or State law regarding the Site.
- b) Except as provided in Paragraph 29 (waiver of claims) and Paragraph 34 (waiver of claim-splitting defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Reservations of Rights by United States), other than in Paragraph 25.a. (liability for failure to meet a requirement of the Settlement

Agreement) or 25.b. (criminal liability), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

28. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).
29. Respondents agree 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) or 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent. Furthermore, this waiver shall not apply to the State should it choose to be a Respondent to this Settlement Agreement.

### **XIII. EFFECT OF SETTLEMENT/CONTRIBUTION**

30. Except as provided in Paragraph 29 (waiver of claims), 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 XII (Covenants by Respondents), 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 each Party 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) and (3), to pursue any such persons to obtain additional response costs or seek injunctive relief related to response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).
31. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved its liability to the United States within the meaning of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and is therefore entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) 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 all response actions taken or to be taken and all response costs incurred or to be incurred at or in connection with the Site by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section XI (Reservations of Rights by United States), other than in Paragraph 25.a. (liability for failure to meet a requirement of the Agreement) or 25.b. (criminal liability), the "matters addressed" in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation.
32. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved its

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

33. Each Respondent 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. Each Respondent 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 such Respondent. In addition, each Respondent 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.
34. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents 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 action, provided, however, that nothing in this Paragraph affects the enforceability of the covenants set forth in Section X (Covenants by United States).
35. Effective upon signature of this Settlement Agreement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment required under Section VII (Payment) and, if any, Section VIII (Failure to Make Payment) 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 31, and that, in any action brought by the United States related to the "matters addressed," such Respondent 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 provides notice to Respondents that it will not make this Settlement Agreement effective as described in Paragraph 39, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

#### **XIV. INTEGRATION/APPENDICES**

36. This Settlement Agreement and its appendices 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 appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is a list of Respondents to this Settlement Agreement.

"Appendix B" is a list of Respondents, the amount of materials each Respondent is assigned to have contributed to the Site for the purpose of settlement, and their respective settlement payment amounts.

**XV. PUBLIC COMMENT**

37. 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, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

**XVI. ATTORNEY GENERAL APPROVAL**

38. The Attorney General or his designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

**XVII. EFFECTIVE DATE**

39. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice via electronic mail to the addressee provided by each Respondent on its signature page that the public comment period pursuant to Paragraph 37 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED AND ORDERED:

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

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Pat Evangelista, Director  
Superfund and Emergency Management Division  
Region 2

Signature Page for Settlement Agreement Regarding the Pure Earth Recycling Superfund Site  
(EPA Index No. CERCLA-02-2024-2015)

FOR \_\_\_\_\_:  
Signature of Respondent

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

Appendix A  
Respondents Address List

PRP Name	Contact Name	Address	Suite Number	City	State	Zip Code
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[A list of Respondents who execute the ASAOC will be inserted here.]

## Appendix B

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
1 Brown Street Associates, L.P.	85	\$ 30.15
121 POINT BREEZE TERMINAL	25,017	\$ 8,873.17
5 Boro Complex	1,865	\$ 661.49
705 Realty LLC	1,600	\$ 567.50
896 Associates LLC Pool	593	\$ 210.33
A & A Truck Parts	2,190	\$ 776.76
A&M Truck Center Corp	88	\$ 31.21
A.A. Duckett	3,525	\$ 1,250.34
AARCO Environmental	2,942	\$ 1,043.48
Aavolyn Corp.	2,912	\$ 1,032.88
ABB TurboCharger	1,583	\$ 561.47
Academic Properties, Inc.	110	\$ 39.02
Accurately Controlled Environments, Inc	50	\$ 17.73
Active Environmental Technologies, Inc	54	\$ 19.14
ACUA	282	\$ 100.02
ACURA of Ocean	30	\$ 10.64
Advanced Recycling Technology Inc	8,588	\$ 3,045.87
Advanced Site	641	\$ 227.18
Advanced Site Improvement	5,746	\$ 2,038.16
AECOM	1,453	\$ 515.36
Affordable Tank Removal	1,744	\$ 618.46
Agway Energy Services LLC	769	\$ 272.75
Airport Crown Service Station	1,500	\$ 532.03
Airport Service International Group	2,910	\$ 1,032.13
A-Jacks Towing and Recovery	2,640	\$ 936.37
Akcros Chemical America	127,386	\$ 45,181.74
AkzoNobel	3,500	\$ 1,241.40
Alacan Inc	5,225	\$ 1,853.23
Alcan Packaging	15,341	\$ 5,441.14
Alesi Graphics	446	\$ 158.19
Alliance Environmental Systems	55	\$ 19.51
Allied Aviation Services	13,629	\$ 4,833.99
Allied Beverage Group	371	\$ 131.59
Allied Oil	2,684	\$ 951.97
Allied Painting	575	\$ 203.94
Alstom	6,500	\$ 2,305.45
Alstrom Transport USA Inc	22,510	\$ 7,984.02
Altchem Environmental Services Inc	938	\$ 332.69
Aluminum Shapes	3,666	\$ 1,300.37
Alvin Gershen Apartments	1,955	\$ 693.41
American Flux & Metal	270	\$ 95.76
American Tower Corp	475	\$ 168.48
Ametek Inc.	6,437	\$ 2,283.11
Amtrak	1,000	\$ 354.69
Andrews Glass	1,603	\$ 568.62



## Appendix B

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Antrim Hardware Site	425	\$ 150.74
Apple Farm Arts & Music Center	165	\$ 58.52
Aqua-Tex Transport Inc	16,714	\$ 5,928.23
Archdiocese of Philadelphia	750	\$ 266.01
Arecon Ltd.	2,373	\$ 841.67
Arkema Inc	8,587	\$ 3,045.68
Arm Construction	1,256	\$ 445.65
Army Corp of Engineers	30	\$ 10.64
Arsi Construction Co	223	\$ 79.20
Asbury Partners LLC	465	\$ 164.93
Asphalt Paving Systems	1,715	\$ 608.28
Asplundh Tree Expert, LLC	30	\$ 10.64
Associated Graphics	150	\$ 53.20
Astley Inc.	23	\$ 8.16
AT&T	680	\$ 241.19
ATA Express Freight LLC	36	\$ 12.77
Atlantic Aviation TEB	1,010	\$ 358.34
Atlantic Blueberry RV Park	58	\$ 20.57
Atlantic Cape Community College	44	\$ 15.61
Atlantic Cape Fisheries	89	\$ 31.57
Atlantic City Convention Center	256	\$ 90.88
Atlantic City International	1,603	\$ 568.56
Atlantic Development Group LLC	224	\$ 79.45
Atlantic Highlands Marina	340	\$ 120.59
Atlantis Management Group	250	\$ 88.67
Atlantis Marina	55	\$ 19.51
Auburn School Dist	50	\$ 17.73
Audubon Park & Rec.	43	\$ 15.25
Autosmart	30	\$ 10.64
Autozone Auto Parts	1,468	\$ 520.68
Avalon Municipal Building	250	\$ 88.67
Avis Rent a Car	2,532	\$ 898.06
AVS, Inc.	250	\$ 88.67
B & B Poultry	440	\$ 156.06
B Street Car Wash	70	\$ 24.83
B&G Manufacturing	24,252	\$ 8,601.82
B&T Self Storage	330	\$ 117.05
B.P. Oil Company	126,658	\$ 44,923.71
Bally's Corporation	160	\$ 56.75
Barretta Plumbing Inc.	275	\$ 97.54
Battaglia Electric, Inc	55	\$ 19.51
Baxter Healthcare Corporation	442	\$ 156.77
BCWSA	240	\$ 85.12
Beacon Scrap Iron and Metal Company	395	\$ 140.10
Beatrice Companies Inc	7,550	\$ 2,677.87

## Appendix B

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Beazer East	44,468	\$ 15,772.19
Bechtel	250	\$ 88.67
Bel Ray Co.	47,779	\$ 16,946.41
Bellamor Golf Club	500	\$ 177.34
Belleplain Emergency	1,055	\$ 374.19
Bensonhurst Center for Rehabilitation and Healthcare	7,804	\$ 2,767.96
Bentley Woods Apts.	92	\$ 32.63
Beranato Associates	1,700	\$ 602.96
Bergey's Ford of Ambler	30	\$ 10.64
Bergey's Ford of Lansdale	95	\$ 33.70
Bergey's Truck Center	935	\$ 331.63
Bernal Mechanical Contractors	100	\$ 35.47
Best Liquors of Atco	30	\$ 10.64
Best Oil Corp.	5,370	\$ 1,904.66
Big Sky Aviation	52	\$ 18.44
Bijou Properties	43,714	\$ 15,504.71
Bivalve Packing Company	275	\$ 97.54
BK Leasing Co	145	\$ 51.43
Blaha Towing Company LLC	5,845	\$ 2,073.13
BMW of Devon	1,136	\$ 402.76
Boatworks at Bayonne	360	\$ 127.69
Bobby's Auto Repair Center	150	\$ 53.20
Borough of Buena	646	\$ 229.13
Borough of Buena Municipal Utilities Authority	23	\$ 8.16
Borough of Glassboro	250	\$ 88.67
Borough of Laurel Springs	1,000	\$ 354.69
Borough of Rockaway	20	\$ 7.09
Borough of Seaside Park	324	\$ 114.92
Borough of Stone Harbor	1,340	\$ 475.28
Borough of Tinton Falls	250	\$ 88.67
Boulevard Laundromat	1,610	\$ 571.04
Brandenburg Industrial Services	219	\$ 77.68
Brandywine Partners	1,500	\$ 532.03
Breezylee Yacht Basin	910	\$ 322.76
Bridgewater Chevrolet	150	\$ 53.20
Bridor USA	586	\$ 207.85
Bright Lights USA	487	\$ 172.87
Bristol Township School District	2,017	\$ 715.40
Brooklyn Navy Yard	2,080	\$ 737.75
Browns Paving	800	\$ 283.75
Bruce's Auto Towing & Repair	350	\$ 124.14
Bryner Chevrolet	1,400	\$ 496.56
Buckeye Partners	65,440	\$ 23,210.59
Bucks Co. Intermediate Unit 22	300	\$ 106.41

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June 2024

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Budget Car Rental	110	\$ 39.02
Budget Truck Repair LLC	2,600	\$ 922.18
Buona Vita Inc	250	\$ 88.67
Burlington Chevrolet	1,380	\$ 489.47
C. Harrell Inc.	45	\$ 15.96
C2G Environmental Consultants	232	\$ 82.29
Caesars Atlantic City	150	\$ 53.20
Cain Machine, Inc	3,109	\$ 1,102.72
Caldwell University	300	\$ 106.41
Calpine	1,010	\$ 358.23
Camden Catholic High School	1,682	\$ 596.58
Camden Properties	10,281	\$ 3,646.52
Camden Redevelopment Agency	5,769	\$ 2,046.18
Camden Tool Inc	11,877	\$ 4,212.60
Camp Kinder Ring	110	\$ 39.02
Campbell Plumbing & Supply LLC	350	\$ 124.14
Campbell's New Generation Marine	361	\$ 128.04
Cape May Public Works	340	\$ 120.59
Capt. Andy's Marina	41	\$ 14.54
Carbo Industrial Inc.	12,865	\$ 4,563.17
Cargill	680	\$ 241.19
Carlos Auto Repair	225	\$ 79.80
Catarina Tree Service	485	\$ 172.02
Catasauqua Area School District	444	\$ 157.54
CBRE	100	\$ 35.47
CCC Heavy Duty Truck Parts	3,465	\$ 1,228.98
CCX	24,874	\$ 8,822.55
Cedar Cove Marina	869	\$ 308.27
Cemco	165	\$ 58.52
Center Point Terminal	176,353	\$ 62,549.78
Central Georgia Technical College	1,200	\$ 425.62
Century 21 Alliance Realty	25	\$ 8.87
CertainTeed	581	\$ 206.08
Chalmers & Kubeck	1,164	\$ 413.02
Channel Club Marina	400	\$ 141.87
Chan's Auto Repair	300	\$ 106.41
Chapman Manufactured Housing	250	\$ 88.67
Charles Jacquin et Cie Inc	1,632	\$ 578.85
Charles Lauman & Son	105	\$ 37.24
Chelsea View Condo Associates	88	\$ 31.21
Chemglass Life Sciences LLC	4,301	\$ 1,525.44
Chemours	142,916	\$ 50,690.32
Cherry Hill Animal Hospital	125	\$ 44.34
Cherry Hill DCJR	3,338	\$ 1,183.81
Chester Upland School District	4,576	\$ 1,622.95

## Appendix B

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Chestnut Hill College	1,036	\$ 367.45
Chevron	170,617	\$ 60,515.42
Chichester School District	2,420	\$ 858.40
ChristianCare Primary Care	910	\$ 322.76
Ciocca Cadillac of Atlantic City	104	\$ 36.89
Circle Chevrolet Company	40	\$ 14.19
Circle Commercial Truck Center	140	\$ 49.66
Cirignano Contracting Inc	294	\$ 104.28
City Liquor Store	695	\$ 246.51
City of Elizabeth	560	\$ 198.62
City of Phila Dept. Commerce	150	\$ 53.20
City of Pleasantville	180	\$ 63.84
City of Trenton Water Works	4,500	\$ 1,596.08
CITY VINELAND	1,926	\$ 682.97
Clarks Landing Marina	368	\$ 130.52
Clayton Sand Co.	360	\$ 127.69
Clean Harbors	4,370	\$ 1,549.97
Clearview Regional High School District	1,995	\$ 707.52
Clemens Cleaners	36	\$ 12.77
CMM Builders Inc.	50	\$ 17.73
Cold Technology Inc	420	\$ 148.97
Colonial Pipeline	160,267	\$ 56,844.27
Colonna's Shipyard Inc.	31,680	\$ 11,236.42
Colorite Polymer	2,013	\$ 714.01
Columbia Gas Transmission	25,371	\$ 8,998.81
Comar	7,050	\$ 2,500.53
Commander Terminals	1,550	\$ 549.76
Commerce Bank	482	\$ 170.96
Concept Group LLC	493	\$ 174.86
Concord	256	\$ 90.80
Concord Environmental	1,255	\$ 445.09
Conectiv	8,705	\$ 3,087.38
Connectiv LLC	50	\$ 17.73
Conti Civil	852	\$ 302.19
Converter Specialties, Inc.	140	\$ 49.66
Coolbaugh's Gas Station	300	\$ 106.41
Cooper University Hospital	1,089	\$ 386.25
Coopers Repair Center	375	\$ 133.01
Copart - Glassboro East	150	\$ 53.20
Coraluzzo	1,485	\$ 526.71
Cornerstone Church	75	\$ 26.60
Cougar Management & Realty Service	110	\$ 39.02
Courier Post	1,635	\$ 579.91
Covia	3,809	\$ 1,351.00
Crane Co	2,451	\$ 869.33

## Appendix B

June 2024

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Cross Roads Bar & Grill	210	\$ 74.48
Crown Central LLC	150	\$ 53.20
Crown Clothing	1,750	\$ 620.70
Crown Gas & Deisel	230	\$ 81.58
CSX - Transflo	14,848	\$ 5,266.36
CTY OF WOODBURY	3,899	\$ 1,382.97
Cumberland County Improvement Authority	41	\$ 14.54
Cumberland Farms Inc	2,259	\$ 801.23
Cumberland Farms-Rockville Centre	54	\$ 19.30
Cumberland Regional School District	494	\$ 175.18
Curtiss-Wright Corporation	5,300	\$ 1,879.83
D & R Landscaping	480	\$ 170.25
D & S Boat Sales Inc	1,261	\$ 447.29
D.B IV, LLC	12,304	\$ 4,364.20
Damato Plumbing	228	\$ 80.87
Danella	290	\$ 102.86
Dare Living Associates	150	\$ 53.20
Davis Marine Service	100	\$ 35.47
DCO Energy LLC	55	\$ 19.51
Deangelo Electric	750	\$ 266.01
Deerfield Machine Parts	5,733	\$ 2,033.38
Degen Oil & Chemical Co.	5,140	\$ 1,823.08
Del Monte Foods, Inc	500	\$ 177.34
Del Val Industrial Tires	800	\$ 283.75
Delaware Air National Guard	3,205	\$ 1,136.77
Delaware DOT	6,635	\$ 2,353.34
Delaware River & Bay Authority	256	\$ 90.80
Delaware Transit Corp	50	\$ 17.73
Delcora	4,531	\$ 1,607.08
Delphi Technology Inc	250	\$ 88.67
Delta Gas Station(Belleville)	18	\$ 6.38
Department of Public Works(Lakewood)	943	\$ 334.47
Deptford Township School District	55	\$ 19.51
Di Di 's Automotive II LLC	2,000	\$ 709.37
Diamond Auto Sales	300	\$ 106.41
Disposal Systems Inc.	5,200	\$ 1,844.36
Divine Mercy Parish	165	\$ 58.52
DMF Auto Services	378	\$ 134.07
DNREC	48	\$ 17.01
Dollar Tree Store	158	\$ 56.04
Dominion Colour Corp	23,167	\$ 8,216.94
Dominion Transmission	13,676	\$ 4,850.53
Donio Inc.	198	\$ 70.23
Dover Twp Fire Commissioner	50	\$ 17.73
Drake Petrloeum	4,273	\$ 1,515.57

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
DSC Dredge LLC	1,192	\$ 422.78
Dunn Co Landscape Contractor	108	\$ 38.32
Dupont De Nemours	5,600	\$ 1,986.24
Dy-Dee Diaper Service	2,061	\$ 731.15
Dynamic Machining Inc	685	\$ 243.03
E. Sambol Construction	2,273	\$ 806.20
Eagle Construction Services	165	\$ 58.52
Eagle Lift Truck Inc	1,450	\$ 514.29
East Orange School District	3,700	\$ 1,312.33
Eatem Foods Co	130	\$ 46.11
EBL&S	55	\$ 19.51
Economy Inn	550	\$ 195.08
Ed Miller Electric	1,353	\$ 479.89
Edgewood Farm	150	\$ 53.20
El Sabor Mexicano	85	\$ 30.15
Empire Gas Station	2,560	\$ 907.99
Enerpac	146	\$ 51.95
Engelhardt Industries	1,937	\$ 687.03
Englishtown Manalapan First Aid	555	\$ 196.85
Eni	1,612	\$ 571.75
Enpro of Maine	32,600	\$ 11,562.73
Enpro Services	2,250	\$ 798.04
ENR Contracting LLC	470	\$ 166.70
Enterprise Rent-A-Car	810	\$ 287.29
Enviro Sound	4,527	\$ 1,605.66
Envirocon	105	\$ 37.24
Environmental Equipment Services	240	\$ 85.12
Environmental Waste Treatment LLC	1,652	\$ 585.94
Essex County Department of Parks, Recreation and Cultural Affairs	5,200	\$ 1,844.36
Eugene Adams Heating & Air Conditioning	500	\$ 177.34
EVERLAST COATINGS INC	17,638	\$ 6,255.94
Evesham Municipal Utilities Authority	2,400	\$ 851.24
Exelon-Delaware Station	4,040	\$ 1,432.93
Express Aire Charters	175	\$ 62.07
Exxon Mobil	39,156	\$ 13,888.15
FAA William J. Hughes Technical Center	44,030	\$ 15,616.80
FABCOR INC	250	\$ 88.67
Fabi Construction	453	\$ 160.67
Faith Tabernacle Church	14,500	\$ 5,142.93
Falcones Interiors	80	\$ 28.37
Farmers' Brokerage & Supply	500	\$ 177.34
Federal Bureau of Prisons	2,473	\$ 877.25
Federal Rent a Fence	300	\$ 106.41
Fenley & Nicol Environmental	3,090	\$ 1,095.98

## Appendix B

June 2024

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Ferry Landings LLC	500	\$ 177.34
Fertita Entertainment, Inc.	2,264	\$ 803.01
Fieldstone Associates, LP	855	\$ 303.26
Firestone/Bridgestone	280	\$ 99.31
First Montgomery Group	275	\$ 97.54
First National Bank of Elmer	73	\$ 25.89
First Student, Inc	409	\$ 144.96
Fleet Management - Mantua Office	66	\$ 23.41
Fleetwash	6,071	\$ 2,153.20
Flying J Travel Center	1,016	\$ 360.22
Ford Motor Company	359	\$ 127.33
Forte Power Systems	305	\$ 108.18
FPL	3,935	\$ 1,395.75
Frank Lurch Demolition Co	555	\$ 196.85
Franklin Township DPW	860	\$ 305.03
Fuel 4 Gas & Diesel	815	\$ 289.07
G & A Gas	460	\$ 163.16
G & G Landscaping	535	\$ 189.76
G&G Realtors	1,150	\$ 407.89
G&H Trucking & Excavating Inc	55	\$ 19.51
G.C.U.A.	1,040	\$ 368.87
Galaxy Toyota	959	\$ 340.14
Garelic Farms	145	\$ 51.43
Gasarama	1,230	\$ 436.26
Gaseteria Oil	3,150	\$ 1,117.26
Gaseteria Works	2,570	\$ 911.54
Gasland	250	\$ 88.67
Gateway Services	28,280	\$ 10,030.50
Gator Pools Inc	2,785	\$ 987.80
Gemstar Construction Corporation	2,300	\$ 815.78
General Maintenance & Labor	61,659	\$ 21,869.43
General Mills	3,158	\$ 1,120.20
GenOn Holdings, Inc.	9,716	\$ 3,446.06
GEON Performance Solutions LLC - Roscom	1,300	\$ 461.09
Gerald A. Barrett, LLC	700	\$ 248.28
Gerresheimer Glass Inc	42,231	\$ 14,978.78
Getty Mart	38,463	\$ 13,642.36
Giancola Automotive	950	\$ 336.95
Giordanos Recycling	725	\$ 257.15
Global Partners LP	5,595	\$ 1,984.37
Globe Petroleum	300	\$ 106.41
Gloucester County M.U.A.	685	\$ 242.96
Gloucester County Parks & Recreation	123	\$ 43.63
Gloucester Iron & Metal	100	\$ 35.47

## Appendix B

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Goodenough Farms	375	\$ 133.01
GP Technologies	410	\$ 145.42
Great Bay Marina	425	\$ 150.74
Greater Egg Harbor Regional High School District	150	\$ 53.20
Green Pastures Horse Farm	300	\$ 106.41
Greenwood Cemetary	185	\$ 65.62
Greenwood Memorial Park	110	\$ 39.02
Griffin Care	755	\$ 267.79
Grundy Manor	1,760	\$ 624.25
Gulf Oil	24,578	\$ 8,717.44
GZA GeoEnvironmental	109	\$ 38.65
H & H Industrial Corp.	1,081	\$ 383.41
H&M International Transportation	550	\$ 195.08
H.N. Lucas & Sons	1,125	\$ 399.12
Habb FC Co Inc	6,959	\$ 2,468.25
Hackensack Meridian Health Mountainside	350	\$ 124.14
Haddonfield Lumber	561	\$ 198.98
Hamilton DPW	190	\$ 67.39
Hamilton Twp Public Works	160	\$ 56.75
Hammonton Baptist Church	150	\$ 53.20
Hammonton Chrysler Dodge Jeep	26	\$ 9.22
Harbor Crossings Manufactured Home Community	418	\$ 148.26
Harbor Pines Golf Club	120	\$ 42.56
Harbor Pipeline Co.	19,034	\$ 6,751.13
Harbor View Marina	40	\$ 14.19
Harris Storage & Distribution Center	906	\$ 321.34
Harvey's Mainland Marine Inc	385	\$ 136.55
Haskin Shellfish Research Laboratory	42	\$ 14.90
Hefty Demolition Service	445	\$ 157.83
Hercules Incorporated	2,972	\$ 1,054.26
Heritages Dairy Store	250	\$ 88.67
High Energy Electric	5,388	\$ 1,911.04
HK Organization	440	\$ 156.06
Hoffman's Marina	140	\$ 49.66
Holly Tree Acres Trailer Park	250	\$ 88.67
Holman Fleet & Automotive Services	7,033	\$ 2,494.50
Holt Logistics	47,642	\$ 16,897.91
Holt Logistics	86,256	\$ 30,593.67
Homiak Transport Inc	1,092	\$ 387.32
Honda of Bridgewater	110	\$ 39.02
Howell Twp Dept. of Public Works	120	\$ 42.56
HP Kanady Trucking	1,517	\$ 538.20
Hunters Glen Apts	13,697	\$ 4,858.12



## Appendix B

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Hydroscience Group	12,455	\$ 4,417.75
Hye Petroleum Inc	150	\$ 53.20
IAA Central New Jersey	450	\$ 159.61
Iaconelli Contracting	345	\$ 122.37
Independence Cryogenic Engineer	1,035	\$ 366.96
Industrial Investments	2,460	\$ 872.53
InfraSource	50	\$ 17.73
Innovative Machine Corporation	110	\$ 39.02
Inspira Health	6,211	\$ 2,202.95
Interboro School District	1,202	\$ 426.33
Interfab Machining LLC	768	\$ 272.40
International Flavors & Fragrances, Inc	610	\$ 216.36
International Paper Company	8,814	\$ 3,126.17
Interstate Bulk Transport	11,096	\$ 3,935.59
Interstate Pallet	147	\$ 52.14
IS Parts	1,381	\$ 489.66
Island Marine Center	1,010	\$ 358.23
Island Transportation Corporation	2,621	\$ 929.63
Ivy Hill Cemetary	65	\$ 23.05
J & J Snack Foods	1,480	\$ 525.04
J & M Land Co.	300	\$ 106.41
J&E Petronglo & Sons Farms	450	\$ 159.61
J. Fletcher Creamer & Son Inc	997	\$ 353.62
J.G. Finneran Assoc.	1,080	\$ 383.06
Jackrabbit Slims	90	\$ 31.92
Jackson School District	800	\$ 283.75
Jackson Township Public Works	346	\$ 122.72
Jackson Twp Public Works	248	\$ 87.96
Jaybar Contracting	220	\$ 78.03
JD Machine Parts Inc	575	\$ 203.94
JED Trucking & Warehousing, Inc	8,543	\$ 3,029.94
Jersey Cape Well Drilling Inc	110	\$ 39.02
Jersey Central Power & Light Co	14,884	\$ 5,279.13
Jersey Panel Corporation	210	\$ 74.48
Jersey Pride Farms	392	\$ 139.04
Jiffy Lube #133	10	\$ 3.55
Jimmy's Lakeside Auto Parts	100	\$ 35.47
JK Petroleum Inc	672	\$ 238.35
JnJ Environmental Inc	6,975	\$ 2,473.93
Joes Mobile Marine Repair	25	\$ 8.87
Joffe Millwork & Supply	1,110	\$ 393.70
John Blewett, Inc	13,321	\$ 4,724.76
Jomar Textiles	3,400	\$ 1,205.93
Jones Farm	6,200	\$ 2,199.05
Joseph Jingoli & Sons	1,420	\$ 503.65

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
JTI Hauling	430	\$ 152.51
K. Hovnanian North Central Acquisitions LLC	100	\$ 35.47
Kennett Consolidated School District	2,085	\$ 739.52
Kerbeck	250	\$ 88.67
Kessler Industries	1,000	\$ 354.69
Keystone Shipping Co	65	\$ 23.05
KFC	75	\$ 26.60
KIDDE	2,665	\$ 945.26
KIK Consumer Products	5,500	\$ 1,950.77
Kimberly-Clark Chester Mill	2,372	\$ 841.37
Kimble Chase Life Sciences	76,503	\$ 27,134.45
Kinder Morgan Terminal	163,192	\$ 57,881.64
Kirby Corp	1,050	\$ 372.42
Kirby Corporation	1,150	\$ 407.89
KMart	570	\$ 202.17
Knast Liquor Store	759	\$ 269.21
Koch Fuels	25	\$ 8.87
Kontes Glass Inc	485	\$ 172.02
KPG Commercial Management	165	\$ 58.52
Kuehne Company	5,866	\$ 2,080.42
L.N. Rothberg & Son Inc	575	\$ 203.94
Laboratory Testing Inc.	1,086	\$ 385.19
LaFarge North America	8,900	\$ 3,156.83
LaMonica Fine foods	500	\$ 177.34
LaMountain Brothers Inc	170	\$ 60.30
Landis Sewerage Authority	663	\$ 235.16
Lanza's Nursery	300	\$ 106.41
Lassonade Pappas & Company Inc	3,800	\$ 1,347.80
Lattimer	19,596	\$ 6,950.46
Laurel Lawn Mower Services Inc	300	\$ 106.41
Lawrence Mold & Tool Corporation	900	\$ 319.22
Layne Christensen Co	1,056	\$ 374.70
LeBaron Enterprised	1,667	\$ 591.26
Legates Farm Market	350	\$ 124.14
Lehigh White Cement Co	14,651	\$ 5,196.54
Leon Petroleum LLC	109	\$ 38.61
Leone Industries	20,970	\$ 7,437.71
Leslie G. Fogg, Inc	40	\$ 14.19
Lexington Mews	275	\$ 97.54
Lexus of Cherry Hill	26	\$ 9.22
Liberty	150	\$ 53.20
LiDestri Food & Drink	2,859	\$ 1,014.09
Lima & Sons Marine	500	\$ 177.34
Limanni Fuel Inc	8,080	\$ 2,865.86
Lindenwold Public Schools	284	\$ 100.73

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Lion Collision Center	287	\$ 101.79
Lipari Landfill	55	\$ 19.51
Little Egg Harbor Public Works	1,414	\$ 501.52
Little Mill Country Club	108	\$ 38.31
Loikits Technologies Inc	1,835	\$ 650.68
Longreach Marina	50	\$ 17.73
Longshore Environmental	50	\$ 17.73
Love Effron	20,905	\$ 7,414.86
Lower Alloways Creek Twp. DPW	1,309	\$ 464.28
Lower Moreland Township School District	420	\$ 149.03
Lower Mount Bethel Township	239	\$ 84.91
Lowe's Home Improvement	765	\$ 271.33
LUK OIL	12,125	\$ 4,300.67
Lund's Fisheries	2,955	\$ 1,047.94
Luzon Inc.	260	\$ 92.22
LVI Associates	300	\$ 106.41
M.J.'s Auto	166	\$ 58.88
MAFCO Worldwide	200	\$ 70.94
Magnolia DPW	9,746	\$ 3,456.58
Mansfield Oil Company	146	\$ 51.78
Marathon Engineering	3,016	\$ 1,069.73
Marchetti's Pasta & Pizza	204	\$ 72.38
Marina at Barneget Light	192	\$ 68.10
Mario's Auto Repair	55	\$ 19.51
Marisol Inc.	173,273	\$ 61,457.45
Maritrans Operating Company, LP	19,728	\$ 6,997.23
Mark's Auto Service	1,000	\$ 354.69
Martex Packaging Inc	149	\$ 52.85
Matawan-Aberdeen Regional School District	300	\$ 106.41
McAllister Energy	19,515	\$ 6,921.53
McGuire Air Force Base	80,034	\$ 28,386.87
Mclean Packaging Corporation	950	\$ 336.95
McNeil-PPC Inc	23,302	\$ 8,265.03
Medford Heating & Air Conditioning	443	\$ 157.13
Med-X-Ray	636	\$ 225.58
Mercedes Benz of Cherry Hill	990	\$ 351.14
Mercedes-Benz Group	23,958	\$ 8,497.41
Mercer Group International, Inc	1,235	\$ 438.04
Merchantville Country Club	165	\$ 58.52
Merloc Partners LP	165	\$ 58.52
Metro Environmental Contracting Corp	420	\$ 148.97
Metro Environmental Services	165	\$ 58.52
Metro Terminals Corporation	139,369	\$ 49,432.11
Metropolitan Edison Co.	1,462	\$ 518.55

## Appendix B

## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Middlesex Co. Mosquito Extermination Commission	100	\$ 35.47
Midway Machine Products Corporation	4,240	\$ 1,503.71
Millville City Sewer Department	275	\$ 97.54
Millville Executive Airport	450	\$ 159.61
MM Home Service	500	\$ 177.34
Modern Handling Equipment	668	\$ 236.85
Monarch Art Plastics LLC	764	\$ 270.98
Monmouth Executive Airport	300	\$ 106.41
Monroe Township School District	200	\$ 70.94
Montgomery TWP	1,738	\$ 616.44
Moore's Tank Services	1,692	\$ 600.13
Moorestown High School	55	\$ 19.51
Moran Towing	1,184	\$ 419.95
Morgan Marina	108	\$ 38.31
Morrisville School District	30	\$ 10.64
Moss-Magee Rehabilitation	728	\$ 258.21
Motiva Enterprises	158,127	\$ 56,085.44
Mount Pleasant Orchards	2,917	\$ 1,034.62
Municipal Maintenance Co.	300	\$ 106.41
Murat Camii Mosque	56	\$ 19.86
Mutter & Stauffer Auto	1,289	\$ 457.30
MX Industrial	200	\$ 70.94
N.J American Water Co.	1,963	\$ 696.25
N.J Natural Gas	62,444	\$ 22,147.94
Na Hoku	1,808	\$ 641.27
Nacote Creek Marina	70	\$ 24.70
NAPA Auto Parts	3,507	\$ 1,243.88
National Freight	3,062	\$ 1,086.05
Nazareth Hospital	631	\$ 223.81
NDK General Contractors Inc	240	\$ 85.12
Nemours Children's Hospital	4,640	\$ 1,645.74
Neshaminy School District	14,626	\$ 5,187.62
Nestle	6,281	\$ 2,227.75
New Castle County	6,216	\$ 2,204.66
New Destiny Fellowship	500	\$ 177.34
New Jersey Outboards	190	\$ 67.39
New York Times	41,724	\$ 14,798.84
Newark Airport	1,562	\$ 554.02
Newfield Public Works	1,306	\$ 463.26
Newman & Co. Inc.	625	\$ 221.68
Nipro PharmaPackaging America	2,600	\$ 922.18
NJ Air National Guard	2,982	\$ 1,057.67
NJ Motor Vehicle Commission	885	\$ 313.90
NJ State Police	5,767	\$ 2,045.47

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
NJ Transit	2,165	\$ 767.89
NJ Turnpike Authority	324	\$ 114.92
NJDOT	44,417	\$ 15,753.94
Norms Auto Repair	909	\$ 322.44
Norris Apartments	271	\$ 96.23
Norristown State Hospital	100	\$ 35.47
North Arlington DPW	1,434	\$ 508.62
North Gate II Towers	527	\$ 186.92
Northampton Valley Country Club	50	\$ 17.73
Northville Industries Holtsville Terminal	241,357	\$ 85,605.71
Numerica	110	\$ 39.02
Nu-Rain Irrigation LLC	405	\$ 143.65
NYC DEP	8,412	\$ 2,983.53
NYC Department of Education	1,120	\$ 397.25
NYC Department of Sanitation	340	\$ 120.59
NYC Police / Highway Patrol	2,540	\$ 900.90
NYSDEC	229	\$ 81.22
NYSEG	22,245	\$ 7,889.93
Oakdale Yacht Club	495	\$ 175.57
Oasis Foods Company	5,058	\$ 1,794.00
OceanFirst Bank	534	\$ 189.40
O'Conner's American Bar & Grill	55	\$ 19.51
O'Donnel Auto Services Inc	20	\$ 7.09
OK Tool & Die	265	\$ 93.99
On Site Fleet Service Inc	30	\$ 10.64
O'Neill Properties Group, LP	1,300	\$ 461.09
Oradell DPW	3,068	\$ 1,088.17
Origlio Beverages	464	\$ 164.57
OSG AMERICA	36,492	\$ 12,943.02
Our Lady of Victory Church OLBS Parish	866	\$ 307.16
Our Lady Star of the Sea	5,000	\$ 1,773.43
Overlook Medical Center	515	\$ 182.66
PA DEP	4,071	\$ 1,443.92
PA Department of Health	1,850	\$ 656.17
Pacifico Ford	1,000	\$ 354.69
Parc Rittenhouse	4,224	\$ 1,498.19
Park Gardens LLC	1,585	\$ 562.18
Pearle Vision	2	\$ 0.71
PECO	7,935	\$ 2,814.49
Pedroni Fuel Co	18,728	\$ 6,642.46
Penn Lighting Associates	58	\$ 20.57
Penncrest High School	2,500	\$ 886.71
Penn-Delco School District	110	\$ 39.02
Pennsauken Schools Trans. Dept	290	\$ 102.86
Pennsbury School District	110	\$ 39.02

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Penny Plate	675	\$ 239.41
Pepsi-Cola & National Brand Beverages, Ltd	481	\$ 170.60
Pequannock Twp Police Department	210	\$ 74.48
Perdue AgriBusiness	10,838	\$ 3,844.06
PermaFix Environmental Services	72,925	\$ 25,865.33
Petro Inc	1,500	\$ 532.03
Petroleum 19	950	\$ 336.95
Petroleum Recycling Corporation	5,479	\$ 1,943.32
PGI Inc.	220	\$ 78.03
PHDC	702	\$ 248.99
Philadelphia Navy Yard	6,735	\$ 2,388.69
Philadelphia Port Authority	26,030	\$ 9,232.31
Philadelphia Zoo	1,529	\$ 542.46
Phil-Corr LLC	841	\$ 298.29
Pilot Travel Center	450	\$ 159.61
Pinelands Golf Course	219	\$ 77.68
Pioneer Machine & Tool Co Inc	814	\$ 288.71
Pipco Transportation Inc	60	\$ 21.28
Piscataway Township Board District Administration	55	\$ 19.51
Pistilli Ford	225	\$ 79.80
Playland's Castaway Cove	200	\$ 70.94
Playtex Products Inc.	11,279	\$ 4,000.49
Porchtown Recyclers	12,771	\$ 4,529.68
Port Richmnd D.E.V. II LP	4,040	\$ 1,432.93
Post Marine Group LLC	100	\$ 35.47
Powerhouse Boiler Equipment	5,372	\$ 1,905.44
PPL Corporation	650	\$ 230.55
Primary Loss Control	514	\$ 182.31
Prime Healthcare	10	\$ 3.55
Princeton Community Village	1,663	\$ 589.98
Princeton Plasma Physics Lab	12,624	\$ 4,477.72
Pro Fab Erectors	410	\$ 145.42
Pro Pak Logistics	212	\$ 75.19
ProBuild Holdings	199	\$ 70.68
Progressive Construction	250	\$ 88.67
Progressive Powder Coatings	1,500	\$ 532.03
Project H.O.M.E.	1,036	\$ 367.45
Prologis	110	\$ 39.02
QMM Properties, LLC	3,702	\$ 1,313.04
Quality Landscaping	195	\$ 69.16
Queen of All Saints Cemetary	55	\$ 19.51
R & R Acres	220	\$ 78.03
R E Pierson Construction	1,150	\$ 407.91
Raceway Petroleum	2,583	\$ 916.15

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Ramoth Nazerene Church	18	\$ 6.38
Ranco Construction Inc	437	\$ 154.99
Rayco Custom Upholstery	715	\$ 253.60
React Environmental Professional Services Group, Inc	531	\$ 188.20
Recreational Power Sports	50	\$ 17.73
Reinauer Transportation Co LLC	12,750	\$ 4,522.24
Reiss Manufacturing Inc	16,913	\$ 5,998.79
Reliant Energy	111,840	\$ 39,667.99
Remington & Vernick Engineers	1,623	\$ 575.65
Republic Services	11,790	\$ 4,181.91
Research Park Inc	646	\$ 229.08
Rex Motel	110	\$ 39.02
Ricci Brothers Sand	1,200	\$ 425.62
Rich Fire Protection	240	\$ 85.12
Richards & Robbins	30	\$ 10.64
Richland Glass (Vineland)	1,280	\$ 454.00
Richland Mechanical	165	\$ 58.52
Ridley School Dist. Mtnc. Facility	220	\$ 78.03
Riggins Gas Co.	50	\$ 17.73
Risoldi's Automotive	5,747	\$ 2,038.38
River Associates	2,492	\$ 883.88
River Road Recycling	363	\$ 128.75
Riverbank Enterprises	278	\$ 98.60
RJ Walsh Associates	412	\$ 146.13
RLS Logistics	2,882	\$ 1,022.18
Rochester Gas & Electric Corporation	19,275	\$ 6,836.46
Roger C. Mattson	1,050	\$ 372.42
Ronald Mark Associates Inc	151	\$ 53.56
Roosevelt Field Mall	256	\$ 90.80
Rose Cay Maritime LLC	4,125	\$ 1,463.08
Rosenhayn United Methodist	50	\$ 17.73
Rowan College of South Jersey	235	\$ 83.45
Rowan University	92	\$ 32.63
Royal Gas	384	\$ 136.25
Roy's Action Landscaping	110	\$ 39.02
RSI Bank	30	\$ 10.64
RT Eckert Farms LLC	110	\$ 39.02
RTX	651	\$ 230.90
Rudco Products Inc	367	\$ 130.29
Russo Corporation	200	\$ 70.94
Rutgers University	212	\$ 75.19
S & E Holdings	789	\$ 279.85
S & H Hardware & Supply Co	41	\$ 14.54
S.A Comunale	62	\$ 21.99

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Safeway Freezer Storage Co.	110	\$ 39.02
Saint Joseph Roman Catholic Church	109	\$ 38.66
Saint Pauls Roman Catholic Church	800	\$ 283.75
Salem Community College	150	\$ 53.20
Salem Farms Corp	63	\$ 22.35
Sam's Club Gas Station	627	\$ 222.26
Samson Metals	280	\$ 99.31
Samuel Coraluzzo Co., Inc	1,600	\$ 567.50
Sanders Built Construction	88	\$ 31.21
Santa's Best	1,880	\$ 666.81
SAR Automotive Equipment	1,785	\$ 633.11
Sartomer Inc.	16,420	\$ 5,823.93
Schneider Electric	50	\$ 17.73
Scholter Precision Products	1,100	\$ 390.15
Select Machine & Tool Company	617	\$ 218.67
Sepers Nursery	150	\$ 53.20
SEPTA	208,112	\$ 73,814.24
Service Station Services	80	\$ 28.37
Sevenson Environmental Services Inc	567	\$ 201.11
Shady Rest Manor	3,093	\$ 1,097.04
Shamong Diner & Restaurant	2,269	\$ 804.75
Sheetz, Inc.	32	\$ 11.35
Shell Oil Company	89,314	\$ 31,678.19
Sheppard Bus Service	361	\$ 128.04
Sherwin Williams	23,872	\$ 8,466.98
Shore Medical Center	495	\$ 175.57
Shore Point Marina & Yacht Sales	395	\$ 140.10
Sigco Tool & Plastic	1,210	\$ 429.17
Signature Aviation ACY	3,145	\$ 1,115.48
Silverton Marine	421	\$ 149.35
Silvi Materials	200	\$ 70.94
Simpson & Brown	280	\$ 99.31
Sims Metal	84,201	\$ 29,864.68
Sing Fuels	2,150	\$ 762.57
Snowball Foods	7,646	\$ 2,711.82
Somerset Cove Marina	230	\$ 81.58
Sony DADC US Inc	18,586	\$ 6,592.25
Souders Excavating LLC	500	\$ 177.34
South Harrison School District	88	\$ 31.21
South Jersey Fuel & Propane	150	\$ 53.20
South Jersey Precision Tool & Mold Inc	1,366	\$ 484.50
South State Inc	7,694	\$ 2,728.93
Southeast Delco School District	810	\$ 287.29
Spark Contractors	3,698	\$ 1,311.63
Sport Expert	75	\$ 26.60



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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Spring Garden Marina	4,020	\$ 1,425.81
Spring Haven Auto Service	505	\$ 179.12
SPS Technologies	203,692	\$ 72,246.45
St Augustine College	165	\$ 58.52
St. Andrews Episcopal Church	250	\$ 88.67
St. Joseph's Pro Cathedral	628	\$ 222.74
St. Paul VI High School	9,140	\$ 3,241.82
St. Pauls Church	230	\$ 81.58
St. Vincents Seminary	55	\$ 19.51
Stainless Steel Services	345	\$ 122.37
Stallone Electric	100	\$ 35.47
Stanker & Galletto	150	\$ 53.20
Steel Wings	14	\$ 5.11
Stepan Co.	314,428	\$ 111,522.79
Stratus Petroleum	58,042	\$ 20,586.78
Suburban Propane	1,460	\$ 517.84
Sun Chemical	44,636	\$ 15,831.81
Sun Dog Marina	85	\$ 30.15
Sun, Inc.(Studio City)	9,240	\$ 3,277.29
Sunbelt Rentals	2,116	\$ 750.51
Sunoco	17,189	\$ 6,096.58
Sunoco LP at ST Linden	312,395	\$ 110,802.02
Superior Printing Ink Co.	74,807	\$ 26,533.05
Susequehanna Housing Auth.	88	\$ 31.21
SWM International	26,289	\$ 9,324.18
Sysco Food Service of Philadelphia/ The Prentice-Hall Corporation System, Inc.	725	\$ 257.15
TAC HAULING	1,023	\$ 362.78
Talen Energy	17,825	\$ 6,322.26
Target Realty	1,175	\$ 416.76
Tavistock Country Club	405	\$ 143.65
Temi Marx - BHHS Fox & Roach, Realtors	879	\$ 311.77
Teplitz	7,886	\$ 2,797.05
Texaco	7,305	\$ 2,590.97
Texas Roadhouse	160	\$ 56.75
The Behavioral Wellness Center at Girard	3,160	\$ 1,120.92
The Borough of Hellertown	6	\$ 2.13
The City of Trenton	5,286	\$ 1,874.87
The Glass Group	28,091	\$ 9,963.56
The Goldenberg Group	276	\$ 97.89
The Landis Theater	1,208	\$ 428.35
The Legacy Club at Woodcrest Country Club	110	\$ 39.02
The Premcor Refining Group Inc.	187,275	\$ 66,423.77
The Repair Shop	1,000	\$ 354.69
The School District of Philadelphia	5,695	\$ 2,019.90

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
The Shoppes at Cinnaminson	165	\$ 58.52
The Tech Center of Princeton	12,738	\$ 4,517.98
Thomas Jefferson University	540	\$ 191.53
Three Rivers Management	6,409	\$ 2,273.18
Tioga Marine Terminal	1,500	\$ 532.03
Tire Craft of Lakehurst	680	\$ 241.19
Tire Emporium	247	\$ 87.61
Tishman Speyer	333	\$ 118.11
Todd Electric	60	\$ 21.28
Town of Clinton Highway Garage	20	\$ 7.09
Township of Livingston	40	\$ 14.19
Township of Union	2,700	\$ 957.65
Toyota Logistics Services, Inc.	1,439	\$ 510.39
Traders Cove Marina	730	\$ 258.92
Trade-Winds Environmental Restoration, Inc.	440	\$ 156.06
Trammel Crow	225	\$ 79.80
Transformation Enterprises, Inc.	500	\$ 177.34
Tredyffrin ESD	360	\$ 127.74
Trenton Federal Court House	285	\$ 101.09
Trenton Psychiatric Hospital	2,986	\$ 1,059.09
Tri State Recycling	765	\$ 271.33
Triumvirate Environmental	23,395	\$ 8,297.84
Twenty-First Century Envrnmntl	105	\$ 37.24
U.S Army Training Ctr Fort Dix	33,862	\$ 12,010.35
U.S Gas	679	\$ 240.83
U.S. Coast Guard	144,163	\$ 51,132.32
U.S. General Services Administration	1,785	\$ 633.11
U.S. Merchant Marine Academy	2,563	\$ 909.06
U.S. Naval Weapons Station Earle	285	\$ 101.09
Union County Improvement Authority	110	\$ 39.02
Union Mill Run LLC	50	\$ 17.73
United Asphalt Co.	1,400	\$ 496.56
United Biofuels	16,433	\$ 5,828.49
United Concrete, Inc.	55	\$ 19.51
United Parcel Service	5	\$ 1.77
Unitil	3,474	\$ 1,232.18
Universal Mold and Tool	6,295	\$ 2,232.74
Upper Deerfield Township	570	\$ 202.17
Upper Dublin School District	32	\$ 11.35
Upper Moreland Township	11,053	\$ 3,920.35
Upper Pittsgrove School District	55	\$ 19.51
US Army Corps of Engineers	35,209	\$ 12,488.11
US Gas	1,097	\$ 389.09
US Silica Sand	7,589	\$ 2,691.86

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
USA Environmental Management	8,768	\$ 3,110.01
USPS	7,653	\$ 2,714.41
VA Hospital	4,922	\$ 1,745.75
Valley Forge Investment Corporation	1,050	\$ 372.42
Valley Service Center	75	\$ 26.60
Vanguard Property Group	165	\$ 58.52
Vann Dodge Chrysler Jeep Dealership	300	\$ 106.41
Vaz-Co Reclaiming Service	220	\$ 78.03
Venture Tank	1,195	\$ 423.85
Veolia	50	\$ 17.73
Veolia ES Technical Solutions LLC	9,961	\$ 3,533.04
Verizon-Sunrise Business Center	37	\$ 13.01
Vermes Machine	13,541	\$ 4,802.88
VFI Fabrication LLC	491	\$ 174.15
Viking Mold & Tool Corp.	1,549	\$ 549.41
Village Of Stoney Run	174	\$ 61.72
Vince Paladino Farms Inc	600	\$ 212.81
Vineland Beauty Supply	212	\$ 75.19
Vineland City Water	900	\$ 319.22
Vineland Developmental	2,532	\$ 898.06
Vineland Fire Department	775	\$ 274.88
Vineland Oral Surgeons	30	\$ 10.64
Vineland Public Schools Administration	8,023	\$ 2,845.68
Vineland YMCA	23	\$ 8.16
Violet Packing Holdings LLC	1,560	\$ 553.31
VIP Auto Body	300	\$ 106.41
Vishay GSI Inc.	336	\$ 119.08
Vospers Service Center	184	\$ 65.26
W&W Contractors	106	\$ 37.60
W.W. Manufacturing Co. Inc.	180	\$ 63.84
Wade Salvage	1,305	\$ 462.86
Wagners Marina	55	\$ 19.51
Walgreens	1,772	\$ 628.51
Wallace & Tiernan	550	\$ 195.08
Wallingford-Swarthmore School District	2,778	\$ 985.32
Washington Twp.	1,102	\$ 390.86
WASSERSTRUM	437	\$ 154.99
Waste Management	833	\$ 295.50
Watkins Excavating	47,714	\$ 16,923.52
Wawa	17,799	\$ 6,313.04
Weber Display & Packaging	2,525	\$ 895.58
Webers Power Equipment	1,720	\$ 610.06
Werko Machine Co.	275	\$ 97.54
West Park Methodist Church	41	\$ 14.54
Westchester County Airport	200	\$ 70.94

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## Listing of Respondents and Payment Amounts

PRP Name	Waste Volume (gallons)	\$ Settlement
Wexford Builders	150	\$ 53.20
Weyerhaeuser Co.	302,652	\$ 107,346.22
Weymouth Township	150	\$ 53.20
WF Garrison Trucking and Excavating	449	\$ 159.25
Whaleneck Marina	192	\$ 68.10
Wheaton Glass	965	\$ 342.27
Wheaton World Wide Moving	30,576	\$ 10,844.85
WHIBCO	1,085	\$ 384.83
Whitemarsh Twp. Public Works	712	\$ 252.54
Wholesale Outlet Automotive Group	5	\$ 1.77
Wildlife Damage Control	44	\$ 15.61
Wildwood Linen Supply	750	\$ 266.01
William Watts Inc.	1,124	\$ 398.67
Willingboro Fire Dept	1,668	\$ 591.61
Willingboro Public Works	267	\$ 94.53
Willow Grove Auto Repair	300	\$ 106.41
Willow Pointe Apartments	131	\$ 46.46
Wilson Brothers Farm	390	\$ 138.33
Winslow Township	718	\$ 254.66
Winzinger Recycling	7,499	\$ 2,659.78
WMGM-TV Channel 40 Transmitter	55	\$ 19.51
Woodruff Oil	799	\$ 283.39
Worldwide Glass Resources	310	\$ 109.95
Xylem Water Solutions	7,391	\$ 2,621.48
Yank Marine	8,024	\$ 2,845.99
Young's Landscaping	564	\$ 200.04
<b>Total Number of PRPs</b>	<b>Total Waste Volume</b>	<b>Total Settlement</b>
915	7,217,536	\$ 2,559,952.64