

**7:26B-7.6 Imminent and substantial danger**

(a) Upon a finding that disclosure of confidential information would serve to alleviate an immediate and substantial danger to the public health and safety or the environment, the Department may disclose confidential information to any person whose role in alleviating the danger to public health and safety or the environment necessitates that disclosure. Any such disclosure shall be limited to information necessary to enable the person to whom it is disclosed to carry out the activities in addressing the danger.

(b) Any disclosure made pursuant to this section shall not be deemed a waiver of a confidentiality claim, nor shall the disclosure of itself be grounds for any determination that information is no longer entitled to confidential treatment.

(c) Within 30 calendar days after the disclosure of the information, the Department shall notify in writing the person who supplied the confidential information of:

1. Its disclosure;
2. The date on which disclosure was made;
3. The name of the person to which disclosure was made; and
4. A description of the information disclosed.

**7:26B-7.7 Security procedures**

(a) Submissions to the Department pursuant to this chapter will be opened only by persons authorized by the Department engaged in administering this chapter.

(b) Only those Department employees whose activities necessitate access to information for which a confidentiality claim has been made, shall open any envelope which is marked "CONFIDENTIAL" and is addressed as provided at N.J.A.C. 7:26B-1.5.

(c) The Department shall store all submissions entitled to confidential treatment as determined at N.J.A.C. 7:26B-7.3 in locked cabinets.

(d) Any record made or maintained by Department employees, representatives, or contractors which contains confidential information shall contain appropriate indicators identifying the confidential information.

## SUBCHAPTER 8. FEE SCHEDULE AND DIRECT BILLING FEES

**7:26B-8.1 Fee schedule**

(a) Except as provided below, the owner or operator shall pay all applicable fees required by this section in accordance N.J.A.C. 7:26B-8.4, upon submittal to the Department of

each and every request, application or submission listed below.

1. Applicability determination application	\$ 200.00
2. Area of concern waiver application†	200.00
3. Confidentiality claim	250.00
4. De minimis quantity exemption application	200.00
5. Expedited review application†	250.00
6. General Information Notice	100.00
7. Limited site review application†	450.00
8. Limited conveyance application†	500.00
9. Negative declaration review	100.00
10. Preliminary assessment report	250.00
11. Regulated underground storage tank waiver application†	500.00
12. Remedial action workplan deferral application†	750.00
13. Remediation agreement application	1,000.00
14. Remediation agreement amendment application	500.00
15. Remediation in progress waiver application†	250.00
16. Site investigation report	500.00

† This fee includes the costs of the Department's review of the General Information Notice required pursuant to N.J.A.C. 7:26B-3.2(a). Any person submitting this fee shall not be required to submit a separate General Information Notice fee.

(b) The applicable fees required by (a) above are nonrefundable.

(c) The fees required by (a) above are not one time fees but rather the fees required to perform the review of each specific submittal to the Department.

(d) Any fees required pursuant to (a) above that are subject to N.J.A.C. 7:1L shall be payable in installments in accordance with N.J.A.C. 7:1L.

**7:26B-8.2 Oversight costs**

The owner or operator conducting the remediation of an industrial establishment pursuant to ISRA and this chapter shall submit payment to the Department pursuant to the provisions found in the rules for Department Oversight of the Remediation of Contaminated Sites at N.J.A.C. 7:26C-9.3 and submit payment pursuant to N.J.A.C. 7:26C-9.5.

Amended by R.1999 d.241, effective August 2, 1999.

See: 30 N.J.R. 2373(a), 31 N.J.R. 2167(a).

Rewrote the section.

**7:26B-8.3 Oversight cost review**

To contest an oversight cost calculated pursuant to the rules for Department Oversight of the Remediation of Contaminated Sites at N.J.A.C. 7:26C-9.3, the contestor shall follow the procedures found in N.J.A.C. 7:26C-9.4.

Amended by R.1999 d.241, effective August 2, 1999.  
 See: 30 N.J.R. 2373(a), 31 N.J.R. 2167(a).  
 Rewrote the section.

#### 7:26B-8.4 Payment of fees

All fees required by this subchapter shall be made by certified check, attorney check, money order, or by personal check shall be made payable to "Treasurer, State of New Jersey." Unless otherwise authorized by the Department, all fees shall be mailed to New Jersey Department of Environmental Protection, Division of Responsible Party Site Remediation, 401 E. State Street, PO Box 432, Trenton, New Jersey 08625-0432. Courier and hand deliveries may be made to 401 East State Street, 5th Floor, Trenton, New Jersey.

Amended by R.2003 d.133, effective March 17, 2003.  
 See: 34 N.J.R. 2407(a), 35 N.J.R. 1415(a).

### APPENDIX A

#### STANDARD ISRA REMEDIATION AGREEMENT

The standard ISRA remediation agreement contains references to [Person], [amount], and other blank brackets [ ]. Upon the Department's issuance or entry of remediation agreement, the Department will replace these terms and blank spaces with the appropriate information for that specific oversight document. Matter bracketed [ ] is not intended for deletion, but rather is intended to be descriptive of the variable information that may be contained in the final document.

IN THE MATTER OF :  
 THE [Name of the site] : REMEDIATION  
 SITE  
 AND [Name of operator] : AGREEMENT  
 AND [Name of Owner] :  
 ISRA Case #[ ] :

This Remediation Agreement is issued and entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection, (hereinafter the "NJDEP") by N.J.S.A. 13:1D-1 et. seq., the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 through 23.14, and duly delegated to the Assistant Director for the Industrial Site Evaluation Element within the Division of Responsible Party Site Remediation pursuant to N.J.S.A. 13:1B-4.

#### FINDINGS

1. The property that is the subject of this Remediation Agreement is operated by [full name of the direct owner] and owned by [full name of current property owner], and is located at [address] and is designated as Block [ ], Lot [ ] on the tax maps of the [Township, Borough, City, etc.] of [ ], [ ] County, New Jersey (hereinafter the "[ ]" or "Site"). The North American Industry Classification System ("NAICS") numbers which best describe the operations at the [ ] industrial establishment are [ ]. [Paragraph 1 will be repeated as 1.A, 1.B, etc. for each industrial establishment subject to this Remediation Agreement]

2. On [date], [Corporation/entity/individual] submitted to NJDEP an application for a Remediation Agreement pursuant to N.J.A.C. 7:26B-4.1. This Remediation Agreement application is incorporated herein by reference and includes the following information:

##### A. Transaction

Seller: [ ]

Buyer: [ ]

Description: [ ]

B. Person(s) executing this Remediation Agreement and responsible for conducting the remediation of the [ ] industrial establishment. (hereinafter referred to as "Responsible Person(s)").

##### Lead Responsible Person:

Name: [ ]

Business Association: [ ]

Address: [ ]

Telephone No. [( ) - ] Fax No. [( ) - ]

Responsible Person: [Any other Person(s)]

Name: [ ]

Business Association: [ ]

Address: [ ]

Telephone No. [( ) - ] Fax No. [( ) - ]

3. NJDEP and the [Responsible Person(s)] expressly agree that the terms and conditions of this Remediation Agreement shall apply separately to each of the industrial establishments listed in Paragraph 1 above. Furthermore, NJDEP and the [Responsible Person(s)] agree to administer and complete all applicable ISRA program requirements, including the remediation funding source requirements and any other remedial measures undertaken pursuant to this Remediation Agreement and ISRA, for the industrial establishment.

4. The transaction described in Paragraph 2.A above is the transfer of ownership or operations of an industrial establishment as defined by ISRA. NJDEP and [Responsible Person(s)] expressly agree that the transaction described in Paragraph 2.A above is subject to ISRA. [Responsible Person(s)] has requested that NJDEP prepare a Remediation Agreement which, when effective, will allow the transaction described in Paragraph 2.A above to be consummated prior to the completion of all administrative and remediation requirements pursuant to ISRA.

5. By entering into this Remediation Agreement, [Responsible Person(s)] neither admits to any fact, fault or liability under any statute or regulation concerning the condition of the Site [if applicable] nor waives any rights or defenses with regard to the site except as specifically provided in this Remediation Agreement.

6. [OPTIONAL—[Responsible Person(s)] shall submit to NJDEP a certified check made payable to the "Treasurer, State of New Jersey" for \$[ ] .00, no later than [Responsible Person(s)] execution and submittal to NJDEP of the Remediation Agreement. NJDEP's acceptance of the penalty shall not be construed as a waiver of NJDEP's right to compel [Responsible Person(s)] to specifically perform their obligations under this Remediation Agreement.]

7. [Additional provisions may be added at the NJDEP's discretion with the agreement of [Responsible Person(s)].]

## AGREEMENT

### I. Remediation

1. [Responsible Person(s)] agrees to remediate the [ ] industrial establishment and to submit the following documents as established below:

A. Within [ ] ( ) calendar days after the NJDEP's receipt of the General Information Notice (GIN) or such additional time as authorized by NJDEP, [Responsible Person(s)] shall submit a preliminary assessment report, site investigation report, and remedial investigation workplan, as applicable, prepared in accordance with N.J.A.C. 7:26E or [Responsible Person(s)] shall submit a Negative Declaration for the [ ] industrial establishment.

B. Within [ ] ( ) calendar days after the NJDEP's receipt of the General Information Notice (GIN) or within [ ] ( ) calendar days from receipt of NJDEP's written approval of the Remedial Investigation Workplan or longer as authorized by NJDEP, [Responsible Person(s)] shall submit a Remedial Investigation Report in accordance with N.J.A.C. 7:26E or [Responsible Person(s)] shall submit a Negative Declaration for the [ ] industrial establishment.

C. Within [ ] ( ) calendar days after the NJDEP's receipt of the General Information Notice (GIN) or within [ ] ( ) calendar days from receipt of NJDEP's written approval of the Remedial Investigation Report or longer as authorized by NJDEP, [Responsible Person(s)] shall submit a Negative Declaration for the [ ] industrial establishment, or [Responsible Person(s)] shall submit a Remedial Action Work plan as applicable, prepared in accordance with N.J.A.C. 7:26E.

D. The NJDEP will review all documents in accordance with N.J.A.C. 7:26B and N.J.A.C. 7:26E.

2. If NJDEP determines any submittal made under this section is inadequate or incomplete, the NJDEP shall provide [Responsible Person(s)] with written notification of each deficiency, and [Responsible Person(s)] shall revise and resubmit the required information within thirty (30) calendar days or longer as authorized by NJDEP from receipt of such notification. The determination as to whether or not the submittal, as modified, conforms to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E and the Department's written comments and is otherwise acceptable to the Department shall be made solely by the Department in writing.

3. If the NJDEP determines that no further action is required at the [ ] industrial establishment, [Responsible Person(s)] shall submit a negative declaration, in accordance with N.J.A.C. 7:26B-6.6, within thirty (30) calendar days or longer as authorized by NJDEP from receipt of the NJDEP's request for the submission of the negative declaration.

4. Nothing in this Remediation Agreement shall be construed to limit, restrict or prohibit any person(s) responsible for conducting the remediation of the [ ] industrial establishment from implementing any applicable ISRA compliance options in accordance with N.J.A.C. 7:26B-5 to satisfy the requirements of ISRA.

5. If at any time that this Remediation Agreement is in effect the NJDEP determines that the requirements of N.J.A.C. 7:26E are not being achieved or that additional remediation is required to protect the public health and safety or the environment from contamination at the Site, [Responsible Person(s)] shall conduct such additional remediation as the NJDEP directs.

6. The NJDEP will consider a request for an extension of time to perform any requirement under this Remediation Agreement, provided that any extension request is submitted to the NJDEP fourteen (14) calendar days prior to any applicable deadline to which the extension request refers.

## II. Remediation Funding Source and Remediation Funding Source Surcharge

7. [Person] agrees to establish and maintain during the life of this Remediation Agreement a remediation funding source in an amount equal to the Department approved estimate of the remediation costs related to compliance with this Remediation Agreement, including all operation, maintenance and monitoring costs of all engineering and institutional controls, pursuant to N.J.A.C. 7:26E-8, used to remediate the site, pursuant to N.J.A.C. 7:26C-7. [Person] agrees that the initial amount is \$[ ].

8. [Person] agrees to pay an annual remediation funding source surcharge if required to do so pursuant to N.J.A.C. 7:26C-7.8.

## III. Project Cost Review

9. Beginning three hundred sixty-five (365) calendar days after the effective date of this Remediation Agreement, and annually thereafter on the same calendar day, [Person] agrees to submit to the Department a detailed review of all remediation costs expended by [Person] to comply with this Remediation Agreement, including:

- (a) A detailed summary of all monies spent to date pursuant to this Remediation Agreement;
- (b) The detailed estimated remediation costs required to comply with this Remediation Agreement, including all operation, maintenance and monitoring costs; and
- (c) The reason for any changes from the previously submitted cost review.

10. At any time after [Person] submits the first cost review pursuant to the preceding paragraph [Person] may request the Department's approval to reduce the amount of the remediation funding source to reflect the remaining remediation costs necessary to comply with obligations under this Remediation Agreement. If the Department grants written approval to such a request, [Person] may amend the amount of the then existing remediation funding source consistent with that approval.

11. If the estimated costs of meeting [Person's] obligations in this Remediation Agreement at any time increase to an amount greater than the remediation funding source, [Person] agrees to, within thirty (30) calendar days after receipt of written notice of the Department's determination, increase the amount of the then existing remediation funding source or provide an additional remediation funding source such that the total amount equals the Department's approved estimated cost.

12. If [Person] remediates the Site to a restricted use remediation standard and [Person] implements institutional and engineering controls, [Person] shall maintain the remediation funding source, pursuant to N.J.A.C. 7:26C-7, in an amount necessary to pay for the maintenance of the engineering and institutional controls.

## IV. Project Coordination

13. Within seven (7) calendar days after the effective date of this Remediation Agreement, [Responsible Person(s)] shall submit to the NJDEP the name, title, address and telephone number of the individual who shall be [Responsible Person]'s technical contact for the NJDEP for all matters concerning this Remediation Agreement and [Responsible Person(s)] shall designate an agent for the purpose of service for all matters concerning this Remediation Agreement and shall provide the NJDEP with the agent's name and address.

14. Unless otherwise directed by NJDEP, any submission to be made to NJDEP in accordance with this Remediation Agreement and ISRA shall be directed to:

New Jersey Department of Environmental Protection  
Division of Remediation Support  
401 East State Street  
PO Box 028  
Trenton, NJ 08625-0028

## V. Oversight Cost Reimbursement

15. All submissions required pursuant to this Remediation Agreement shall be accompanied by all appropriate fees pursuant to N.J.A.C. 7:26B-8.

16. Within thirty (30) calendar days after receipt from the NJDEP of a written summary, conforming to N.J.A.C. 7:26B-8.2, of the NJDEP's oversight costs, including all accrued interest incurred pursuant to the paragraph below, determined pursuant to N.J.A.C. 7:26B-8, [Responsible Person(s)] shall submit to the NJDEP a cashier's or certified check payable to the "Treasurer, State of New Jersey" and submitted with DEP Form 062A in accordance with N.J.A.C. 7:26B-8.4, for the full amount of the NJDEP's oversight costs. Nothing contained in the paragraph shall be construed to limit or restrict any person's ability to contest any oversight costs calculated pursuant to N.J.A.C. 7:26B-8.2 in accordance with the oversight cost review procedures at N.J.A.C. 7:26B-8.3.

17. Interest shall accrue on the unpaid balance of oversight costs, beginning at the end of the thirty (30) calendar day period established in the preceding paragraph, at the rate established by Rule 4:42 of the current edition of the Rules Governing the Courts of the State of New Jersey.

## VI. Force Majeure

18. If any event specified in the following paragraph occurs which [Responsible Person] believes or should believe will or may cause delay in the compliance or cause non-compliance with any provision of this Remediation Agreement, [Responsible Person] shall notify the NJDEP in writing within seven (7) calendar days of the start of delay or knowledge of the anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize the delay, and the time required to take any such measures to minimize the delay. [Responsible Person] shall take all necessary action to prevent or minimize any such delay.

19. The NJDEP will extend in writing the time for compliance for a period no longer than the delay resulting from such circumstances as determined by the NJDEP only if:

- (a) [Responsible Person] has complied with the notice requirements of the preceding paragraph;
- (b) Any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of [Responsible Person]; and
- (c) [Responsible Person] has taken all necessary action to prevent or minimize any such delay.

20. The burden of proving that any delay is caused by circumstances beyond the control of [Responsible Person] and the length of any such delay attributable to those circumstances shall rest with [Responsible Person].

21. "Force Majeure" shall not include the following:

- (a) Delay in an interim requirement with respect to the attainment of subsequent requirements;
- (b) Increases in the cost or expenses incurred by [Responsible Person] in fulfilling the requirements of this Remediation Agreement;
- (c) Contractor's breach, unless [Responsible Person] demonstrates that such breach falls within paragraph 19 above; and
- (d) Failure to obtain access required to implement this Remediation Agreement, unless denied by a court of competent jurisdiction.

#### VII. Reservation of Rights

22. By entering into this Remediation Agreement, the NJDEP does not waive its right to seek, assess or collect civil or civil administrative penalties or any other legal or equitable relief against [Responsible Person(s)] for past, present and future violations by [Responsible Person(s)] of any New Jersey environmental statutes or regulations.

23. The NJDEP reserves the right to require [Responsible Person(s)] to take or arrange for the taking of any and

all additional measures if the NJDEP determines that such actions are necessary to protect human health or the environment.

24. [Responsible Person(s)] admits that it has agreed to comply with the terms of this Remediation Agreement. Neither the entry into this Remediation Agreement nor the conduct of [Responsible Person(s)] hereunder, shall be construed as any admission of fact, fault or liability by the [Responsible Person(s)] under any applicable laws or regulations.

25. Except as otherwise set forth herein, by the execution of this Remediation Agreement the NJDEP does not release any person, including without limitation, [ ] from any liabilities or obligations such person may have pursuant to ISRA and the ISRA regulations, or any other applicable authority, nor does the NJDEP waive any of its rights or remedies pursuant thereto.

26. This Remediation Agreement shall not be constructed to affect or waive the claims of Federal or State natural resources trustees against any person for damages or injury to, destruction of, or loss of natural resources, unless expressly provided herein, and then only to the extent expressly provided herein.

#### VIII. Penalties

27. [Responsible Person] agrees to pay penalties for its violations of this Remediation Agreement, or for its violations of a deed notice or declaration of environmental restriction that is part of a remedial action implemented pursuant to this Remediation Agreement order, according to the amounts and conditions in this section.

28. [Responsible Person] agrees;

(a) That each violation of any requirement, condition or deadline in this Remediation Agreement constitutes an additional, separate, and distinct violation to which penalties apply;

(b) That each day that a violation continues constitutes an additional, separate, and distinct violation to which penalties apply;

(c) To pay interest, at the rate set forth in the New Jersey Court Rules, R. 4:42-11(a)i, on any unpaid penalty pursuant to this Remediation Agreement commencing on the first day after it has agreed to pay a penalty pursuant to this Remediation Agreement; and

(d) That nothing in this Remediation Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Remediation Agreement;

(e) That its payment of a penalty pursuant to this Remediation Agreement does not alter [Person's] responsibility to complete any requirement of this Administrative Order; and

(f) To regard payments of penalties pursuant to this Remediation Agreement as payments of civil or civil administrative penalties pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 through 23.14.

29. [Responsible Person] agrees to pay a penalty for all violations of this Remediation Agreement beginning on the first calendar day following the day the noncompliance begins and continually thereafter until the final day of correction of the noncompliance, in the following amounts:

<u>Calendar Days After Due Date</u>	<u>Penalty</u>
1-7 days	\$ 500 per calendar day
8-14 days	\$1,000 per calendar day
15 days and over	\$2,500 per calendar day

30. The Department will provide [Responsible Person] with written notice of each violation, including a description of the conditions of this Remediation Agreement that [Responsible Person] has violated, the date that [Responsible Person] was to have completed each task, the duration of the violation, and the amount of the penalty that is due and owing pursuant to Paragraph 29, above.

31. [Responsible Person] agrees to pay each penalty required by this Remediation Agreement by cashier's check or certified check payable to the "Treasurer, State of New Jersey," accompanied by DEP Form 062A and a letter referencing this Remediation Agreement and the violations for which [Responsible Person] is submitting the payment within 30 calendar days after its receipt of a penalty payment demand from the Department pursuant to Paragraph 30, above.

32. [Responsible Person] agrees that nothing herein shall limit the Department's ability, upon [Responsible Person's] failure to pay a penalty pursuant to this Remediation Agreement, to pursue civil or civil administrative penalties or take any other enforcement action for any violations of this Remediation Agreement.

33. [Do not include this paragraph if only one party other than the Department is signing the Remediation Agreement][Responsible Persons] are jointly and severally liable for penalties for violations of this Remediation Agreement.

34. [Responsible Person] agrees to pay a penalty in the amount of the economic benefit (in dollars) which [Responsible Person] has realized as a result of not complying, or by delaying compliance, with the requirements of the Remediation Agreement, including the following:

(a) The amount of savings realized from avoided capital or non-capital costs resulting from the violation;

(b) The return earned or that may be earned on the amount of the avoided costs;

(c) All benefits accruing to the violator as a result of a competitive market advantage enjoyed by reason of the violation; and

(d) All other benefits resulting from the violation.

35. [Responsible Person] agrees that the Department will consider the following factors in determining a penalty for economic benefit:

(a) The amount of capital investments required, and whether they are one-time or recurring;

(b) The amount of one-time non-depreciable expenditures;

(c) The amount of annual expenses;

(d) The useful life of capital;

(e) Applicable tax, inflation and discount rates;

(f) The amount of low interest financing, the low interest rate, and the corporate debt rate; and

(g) Any other factors relevant to economic benefit.

36. If the total economic benefit was derived from more than one violation, [Responsible Person] agrees that the Department may apportion the total economic benefit amount among the violations from which it was derived so as to increase each civil administrative penalty assessment to an amount no greater than \$50,000 per violation.

#### IX. General Provisions

37. No modification or waiver of this Remediation Agreement shall be valid except by written amendment to this Remediation Agreement duly executed by [Responsible Person(s)] and the NJDEP. Any amendment to this Remediation Agreement shall be executed by the NJDEP and [Responsible Person(s)]. The NJDEP reserves the right to require the resolution of any outstanding violations ISRA or this Remediation Agreement prior to executing any such amendment.

38. This Remediation Agreement shall be binding, jointly and severally, on each signatory, its successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. No change in the ownership or corporate status of any signatory or of the industrial establishment or site shall alter signatory's responsibilities under this Remediation Agreement.

39. [Responsible Person(s)] agrees not to contest the authority or jurisdiction of the NJDEP to issue this Remediation Agreement; [Responsible Person(s)] further agrees not to contest the terms or conditions of this Remediation Agreement except as to interpretation or application of such specific terms and conditions that are being enforced in any action brought by the NJDEP to enforce the provisions of this Remediation Agreement.



40. [Responsible Person(s)] shall provide to the NJDEP written notice of the dissolution of its corporate or partnership identity, the liquidation of the majority of its assets or the closure, termination or transfer of operations at least five (5) calendar days prior to such action. [Responsible Person(s)] shall also provide written notice to the NJDEP of a filing of a petition for bankruptcy no later than five business days after such filing. These requirements shall be in addition to any other statutory requirements arising from the dissolution of corporate or partnership identity, the liquidation of the majority of assets, or the closure, termination or transfer of operations.

41. For persons executing this Remediation Agreement on behalf of a corporate entity, [Responsible Person(s)] shall submit to the NJDEP, along with the executed original Remediation Agreement, documentary evidence in the form of a corporate resolution, that the signatory has the authority to bind [Responsible Person(s)] to the terms of this Remediation Agreement.

42. [Responsible Person(s)] expressly agrees that in the event that [Responsible Person(s)] fails or refuses to perform any obligation(s) under this Remediation Agreement as determined by the NJDEP, the NJDEP shall have the right to exercise any option or combination of options available to the NJDEP under this Remediation Agreement, or any other statute.

43. Except as otherwise provided, the requirements of this Remediation Agreement shall be deemed satisfied upon the receipt by [Responsible Person(s)] of written notice from the NJDEP that [Responsible Person(s)] has demonstrated, to the satisfaction of the NJDEP, that [Responsible Person(s)] has completed the substantive and financial obligations imposed by this Remediation Agreement. Such written notice shall not relieve [Responsible Person(s)] from the obligation to conduct future investigation or remediation activities pursuant to Federal, State or local laws for matters not addressed by this Remediation Agreement.

44. Compliance with the terms of this Remediation Agreement shall not excuse any Person(s) from obtaining and complying with any applicable federal, state or local permits, statutes, regulations and/or orders while carrying out the obligations imposed by ISRA through this Remediation Agreement. The execution of this Remediation Agreement shall not excuse any Person(s) from compliance with all other applicable environmental permits, statutes, regulations and/or orders and shall not preclude NJDEP from requiring that the Person(s) obtain and comply with any permits, and/or orders issued by NJDEP under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., for the matters covered herein. The terms and conditions of any such permit shall not be preempted by the terms and conditions of this Remediation Agreement if the terms and conditions of any such permit

are more stringent than the terms and conditions of this Remediation Agreement. Should any of the measures to be taken by the Person(s) during the remediation of any ground water and surface water pollution result in a new or modified discharge as defined in the New Jersey Pollutant Discharge Elimination System (NJPDES) regulations, N.J.A.C. 7:14A-1 et seq., then the Person(s) shall obtain a NJPDES permit or permit modification from NJDEP prior to commencement of said activity.

45. This Remediation Agreement shall be effective upon the execution of this Remediation Agreement by the NJDEP and the [Responsible Person(s)]. [Responsible Person(s)] may consummate the transaction described at Findings, Paragraph 2 A above, upon the execution of this Remediation Agreement. [Responsible Person(s)] shall return a fully executed Remediation Agreement to the NJDEP together with the signature authorization required above within five business days from the effective date.

#### NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: \_\_\_\_\_ By: \_\_\_\_\_

Assistant Director  
Site Remediation Program  
[NAME OF PERSON EXECUTING  
AGREEMENT]

Date: \_\_\_\_\_ By: \_\_\_\_\_  
[of]

\_\_\_\_\_  
Print Full Name Signed Above

\_\_\_\_\_  
Title

Amended by R.1999 d.241, effective August 2, 1999.

See: 30 N.J.R. 2373(a), 31 N.J.R. 2167(a).

In AGREEMENT, added a second sentence in 7, added a reference to days in 9, deleted a reference to Industrial Site Evaluation Element in 14, and changed N.J.A.C. reference in 16; and in NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, substituted a reference to Site Remediation Program for a reference to Responsible Party Cleanup Element.

Amended by R.2003 d.133, effective March 17, 2003.

See: 34 N.J.R. 2407(a), 35 N.J.R. 1415(a).

In AGREEMENT, added the last sentence in 7.

Amended by R.2003 d.198, effective May 19, 2003.

See: 34 N.J.R. 3703(a), 35 N.J.R. 2319(a).

Rewrote the section.

Special amendment, R.2004 d.206, effective May 6, 2004 (to expire August 15, 2004).

See: 36 N.J.R. 2931(a).

Adopted concurrent amendment, R.2004 d.343, effective August 15, 2004.

See: 36 N.J.R. 2931(a), 36 N.J.R. 4298(c).

Provisions of R.2004 d.206 adopted without change.

#### APPENDIX B

##### STANDARD LANDLORD/TENANT PETITION

Landlord/Tenant Petition, Pursuant to N.J.S.A. 13:1K-11.9, Requesting the Department of Environmental Protection to First Compel the Other Responsible Person to Comply With the Industrial Site Recovery Act ("ISRA")

Based Upon the Parties' Prior Agreement Pursuant to Their Lease.

Both the owner and operator of an industrial establishment are responsible for remediation of any industrial establishment pursuant to N.J.S.A. 13:1K-6 et seq. However, pursuant to N.J.S.A. 13:1K-11.9, where owner is the Landlord and operator is the Tenant and there has been a failure to comply with ISRA, either of those parties may petition the Department of Environmental Protection to request that the Department first compel the other party to comply with ISRA pursuant to a clearly articulated Lease between the parties concerning the subject industrial establishment. This Petition follows:

### PETITION

["Name of Landlord or Tenant"] is the [Landlord or Tenant] for ISRA Case No. [ ] pursuant to a Lease entered into on [Date] with [Name of Landlord or Tenant], [Landlord or Tenant].

[Name of Landlord or Tenant] states that it desires the Department to exercise its discretion to first require [Name of Landlord or Tenant], who is the [Landlord or Tenant], to comply with ISRA with respect to the following property [Lot(s)/Block(s) and Leasehold unit number] the ("industrial establishment").

[Name of Landlord or Tenant] desires that if the Department is satisfied that the Lease clearly reflects an agreement by the parties to the Lease that [Name of Landlord or Tenant] is to be responsible for the ISRA obligations, the Department will agree to first pursue [Landlord/Tenant] to compel compliance with ISRA.

Attached for the Department's review are the following documents in support of this Petition.

1. Landlord's and Tenant's full names and current addresses;
2. A true and correct copy of the fully executed and dated subject Lease, together with any and all Addenda and Riders to that Lease;
3. A copy of the General Information Notice for the ISRA case referenced above;
4. True and correct copies of any and all contracts, agreements, orders and remediation agreements which [Name of Landlord or Tenant] believes may affect the interpretation of the subject lease and the parties' respective responsibilities and remediation obligations pursuant to ISRA and that Lease;

5. A narrative, which identifies, in [Name of Landlord or Tenant's] view, the pertinent sections in the lease, and interpretation of the those sections;

6. A separate, notarized Affidavit, executed by [Name of Landlord or Tenant], that articulates all relevant facts which, in [Name of Landlord's or Tenant's] view, support and explain any non-compliance with ISRA and the Lease;

7. Copies of any pleadings and discovery documents generated in any lawsuit involving the subject industrial establishment and/or the subject Lease;

8. Copies of any writings issued by the Department of Environmental Protection, to either ISRA responsible party or to any ISRA agent, concerning the subject Lease or the subject industrial establishment and the respective responsibilities of each such party concerning this ISRA transaction; and

9. Any other documents which [Name of Landlord or Tenant] believes may assist the Department in its determination.

Within thirty (30) calendar days after the Department determines that it has received a complete Petition, the Department will advise all parties to the lease of its determination as to whether the Lease is clear in identifying [Name of Landlord or Tenant] as responsible for complying with ISRA under the Lease. [Name of Landlord or Tenant] understands that the Department may require further information, clarification or additional documentation in order to complete this Petition.

The information contained within this Petition, including any documents submitted to the Department in support of this Petition, is complete and accurate to the best of [Name of Landlord or Tenant's] knowledge, information and belief, and, by executing this Petition below, [Name of Landlord or Tenant] hereby certifies to its completeness and accuracy, and also, that [Name of Landlord or Tenant] will notify the Department immediately should new or additional information come to light which may have a bearing upon interpretations of the subject Lease, or the parties' respective ISRA responsibilities, under the lease.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_  
[Landlord or Tenant]  
For ISRA Case No.  
[ ]

Print Full Name Signed Above

Title

New Rule, R.1999 d.241, effective August 2, 1999.  
See: 30 N.J.R. 2373(a), 31 N.J.R. 2167(a).

### APPENDIX C

#### ISRA SUBJECT NAICS CODES

Subsector or Industry #Code	NAICS Description	Exceptions or Limitations
113310	Logging	No exceptions or limitations



Subsector or Industry #Code	NAICS Description	Exceptions or Limitations	Subsector or Industry #Code	NAICS Description	Exceptions or Limitations
115210	Support Activities for Animal Production	Limited to farriers	314911	Textile Bag Mills	Except operations involved with the production of textile bags No exceptions or limitations
211112	Natural Gas Liquid Extraction	Limited to recovering sulfur from natural gas	314912	Canvas and Related Product Mills	No exceptions or limitations
212324	Kaolin and Ball Clay Mining	Limited to grinding, washing, separating, etc. of kaolin and ball clay not in conjunction with mining operations	314991	Rope, Cordage, and Twine Mills	No exceptions or limitations
212325	Clay and Ceramic and Refractory Minerals Mining	Limited to grinding, washing, separating, etc. of clay, ceramic and refractory minerals not in conjunction with mining operations	314992	Tire Cord and Tire Fabric Mills	No exceptions or limitations
212393	Other Chemical and Fertilizer Mineral Mining	Limited to grinding, washing, separating, etc. of chemical and fertilizer minerals not in conjunction with mining operations	314999	All Other Miscellaneous Textile Product Mills	Except operations involved with embroidering advertising on shirts for the trade and operations doing rug binding for the trade No exceptions or limitations
212399	All Other Nonmetallic Mineral Mining	Limited to grinding, washing, separating, etc. of nonmetallic minerals not in conjunction with mining operations	315111	Sheer Hosiery Mills	No exceptions or limitations
221	Utilities	Except Water Supply, Irrigation Systems (NAICS Industry 221310) and Sewerage Systems (NAICS Industry 221320)	315119	Other Hosiery and Sock Mills	No exceptions or limitations
238220	Plumbing, Heating, and Air-Conditioning Contractors	Limited to businesses involved with boiler cleaning, chipping and scaling	315191	Outerwear Knitting Mills	No exceptions or limitations
311942	Spice and Extract Manufacturing	Limited to producing table salt by the evaporation of sea water or brine	315192	Underwear and Nightwear Knitting Mills	No exceptions or limitations
313111	Yarn Spinning Mills	No exceptions or limitations	315211	Men's and Boys' Cut and Sew Apparel Contractors	Except men's and boys' apparel contractors producing men's and boys' shirts, except work shirts, fur goods, robes and dressing gowns, waterproof outerwear, leather and sheep-lined clothing, and apparel belts
313112	Yarn Texturing, Throwing, and Twisting Mills	No exceptions or limitations	315212	Women's, Girls', and Infants' Cut and Sew Apparel Contractors	Except women's, girls' and infants' apparel contractors producing brassieres, girdles, and allied garments, fur goods, robes and dressing gowns, waterproof outerwear, leather and sheep-lined clothing, and apparel belts
313113	Thread Mills	No exceptions or limitations	315221	Men's and Boys' Cut and Sew Underwear and Nightwear Manufacturing	Except operations, other than contract operations, involved in the production of robes and dressing gowns
313210	Broadwoven Fabric Mills	No exceptions or limitations	315222	Men's and Boys' Cut and Sew Suit, Coat, and Overcoat Manufacturing	Except custom tailors and operations, other than those working under contract, involved in the production of waterproof outerwear (men's and boys' water resistant or water repellent tailored overcoats, except made from rubberized fabric, plastics, etc.)
313221	Narrow Fabric Mills	No exceptions or limitations	315223	Men's and Boys' Cut and Sew Shirt (except Work Shirt) Manufacturing	Except custom tailors and operations, other than those working under contract, involved in the production of men's and boys' shirts, except work shirts
313222	Schiffli Machine Embroidery	No exceptions or limitations	315224	Men's and Boys' Cut and Sew Trouser, Slack and Jean Manufacturing	No exceptions or limitations
313230	Nonwoven Fabric Mills	No exceptions or limitations	315225	Men's and Boys' Cut and Sew Work Clothing Manufacturing	No exceptions or limitations
313241	Weft Knit Fabric Mills	No exceptions or limitations	315228	Men's and Boys' Cut and Sew Other Outerwear Manufacturing	Except for operations, other than those working under contract, involved in the production of waterproof outerwear (men's and boys' water resistant or water repellent nontailored outerwear, except made from rubberized fabric, plastics, etc.)
313249	Other Knit Fabric and Lace Mills	No exceptions or limitations	315231	Women's and Girls' Cut and Sew Lingerie, Loungewear,	Except for operations, other than those working under contract, involved in the production of brassi-
313311	Broadwoven Fabric Finishing Mills	Except for broadwoven converters, who buy fabric goods (except knit goods) in the grey, have them finished on contract, and sell them at wholesale and operations involved in sponging, shrinking, etc. fabric for tailors and dress makers and performing batik work as a business service.			
313312	Textile and Fabric Finishing (except Broadwoven Fabric) Mills	Except for converters (except broadwoven), who buy fabric goods (except knit goods) in the grey, have them finished on contract, and sell them at wholesale			
313320	Fabric Coating Mills	No exceptions or limitations			
314110	Carpet and Rug Mills	No exceptions or limitations			
314121	Curtain and Drapery Mills	Except operations involved with the production of custom drapes			
314129	Other Household Textile Product Mills	Except operations involved with the production of custom slipcovers			

Subsector or Industry #Code	NAICS Description and	Exceptions or Limitations	Subsector or Industry #Code	NAICS Description and	Exceptions or Limitations
	Nightwear Manufacturing	eres, girdles, and allied garments, and robes and dressing gowns	321113	Sawmills	No exceptions or limitations
315232	Women's and Girls' Cut and Sew Blouse and Shirt Manufac- turing	No exceptions or limitations	321114	Wood Preservation	No exceptions or limitations
315233	Women's and Girls' Cut and Sew Dress Manufacturing	Except for retail custom dress- makers	321211	Hardwood Veneer and Plywood Manu- facturing	No exceptions or limitations
315234	Women's and Girls' Cut and Sew Suit, Coat, Tailored Jacket, and Skirt Manufacturing	Except for operations, other than those working under contract, in- volved in the production of water- proof outerwear (women's and girls' water resistant or water re- pellent tailored coats, except made from rubberized fabric, plas- tics, etc.)	321213	Engineered Wood Member (except Truss) Manufactur- ing	No exceptions or limitations
315239	Women's and Girls' Cut and Sew Other Outerwear Manu- facturing	Except for operations, other than those working under contract, in- volved in the production of water- proof outerwear (other women's and girls' water resistant or water repellent nontailored outerwear, except made from rubberized fab- ric, plastics, etc.)	321214	Truss Manufactur- ing	No exceptions or limitations
315291	Infants' Cut and Sew Apparel Manu- facturing	Except for operations, other than those working under contract, in- volved in the production of water- proof outerwear (infants' water- proof outerwear made from rubberized fabric, plastics, etc.)	321219	Reconstituted Wood Product Manufacturing	No exceptions or limitations
315299	All Other Cut and Sew Apparel Manu- facturing	Except for operations, other than those working under contract, in- volved in the production of water- proof outerwear (men's, boys', women's, and girls' waterproof outerwear made from rubberized fabric, plastics, etc.)	321911	Wood Window and Door Manufactur- ing	No exceptions or limitations
315991	Hat, Cap, and Milli- nery Manufacturing	No exceptions or limitations	321912	Cut Stock, Resaw- ing Lumber, and Planing	No exceptions or limitations
315992	Glove and Mitten Manufacturing	No exceptions or limitations	321918	Other Millwork (in- cluding Flooring)	No exceptions or limitations
315993	Men's and Boys' Neckwear Manufac- turing	No exceptions or limitations	321920	Wood Container and Pallet Manu- facturing	Except for operations involved in the production of nailed and lock corner wood boxes and shook
315999	Other Apparel Ac- cessories and Other Apparel Manufac- turing	Except for operations, other than those working under contract, in- volved in the production of appar- el belts and waterproof outerwear (accessories, such as aprons, bibs, and other miscellaneous water- proof items, made from rubber- ized fabric, plastics, etc.)	321992	Prefabricated Wood Building Manufac- turing	No exceptions or limitations
316110	Leather and Hide Tanning and Finish- ing	No exceptions or limitations	321999	All Other Miscella- neous Wood Prod- uct Manufacturing	Except for operations involved in the production of boot and shoe cut stock and findings (wood heels)
316211	Rubber and Plastics Footwear Manufac- turing	No exceptions or limitations	322	Paper Manufactur- ing	No exceptions or limitations
316213	Men's Footwear (except Athletic) Manufacturing	No exceptions or limitations	323	Printing and Relat- ed Support Activi- ties	Except for operations involved in photocopying and duplicating ser- vices (quick printing)
316991	Luggage Manufac- turing	No exceptions or limitations	324	Petroleum and Coal Products Manufac- turing	No exceptions or limitations
316992	Women's Handbag and Purse Manufac- turing	No exceptions or limitations	325	Chemical manufac- turing	Except for operations involved in providing the following business services on a contract or fee basis: aerosol packaging and solvent re- covery service
316993	Personal Leather Good (except Women's Handbag and Purse) Manu- facturing	No exceptions or limitations	326	Plastics and Rubber Products Manufac- turing	Except for operations involved in Tire Retreading and Repair Shops (rebuilding tires and retreaded tire manufacturing) (NAICS In- dustry 326212)
			327	Nonmetallic miner- al product manufac- turing	Except for retail operations in- volved in manufacturing and sell- ing pottery on site
			331	Primary metal man- ufacturing	No exceptions or limitations
			332	Fabricated Metal Product Manufac- turing	No exceptions or limitations
			333	Machinery Manu- facturing	No exceptions or limitations
			334	Computer and Electronic Product Manufacturing	Except for operations involved in the mass reproduction of prepack- aged software and the reproduc- tion of video in connection with motion picture production
			335	Electrical Equip- ment, Appliance, and Component Manufacturing	No exceptions or limitations

Subsector or Industry #Code	NAICS Description	Exceptions or Limitations	Subsector or Industry #Code	NAICS Description	Exceptions or Limitations
336	Transportation Equipment Manufacturing	No exceptions or limitations			
337	Furniture and Related Product Manufacturing	Except for retail operations involved in the production and sale of custom wood cabinets, custom made upholstered household furniture and custom made nonupholstered wood household furniture	442	Furniture and Home Furnishings	Limited to custom picture framing shops
			443	Electronic and Appliance Stores	Limited to operations involved with both the retail sales of new refrigeration and air-conditioning and electrical and electronic equipment, not elsewhere classified and the repair of same where repair services is the major source of receipts
339	Miscellaneous Manufacturing	Except for operations involved in the production of orthopedic devices to prescription in a retail environment, optical goods stores and laboratories grinding lenses to prescription, dental laboratories and in operations involved with the production of boot and shoe cut stock and findings (metal buckles)	444130	Hardware Stores	Limited to operations involved with both the retail sales of new power tools and the repair of same where repair services is the major source of receipts
424210	Drugs and Druggists' Sundries Merchant Wholesalers	No exceptions or limitations	444220	Nurseries, Garden Centers, and Farm Supply Stores	Limited to operations selling goods primarily to industrial, commercial, institutional or farm customers (business customers), and not to members of the general public
424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers	Except for merchant wholesalers of plastics foam			
424690	Other Chemical and Allied Products Merchant Wholesalers	No exceptions or limitations	446110	Pharmacies and Drug Stores	Limited to operations selling drugs, drug proprietaries, and druggists' sundries primarily to industrial, commercial or institutional customers (business customers), and not to members of the general public
424710	Petroleum Bulk Stations and Terminals	No exceptions or limitations			
424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)	No exceptions or limitations	446120	Cosmetics, Beauty Supplies, and Perfume Stores	Limited to operations selling cosmetics and beauty supplies primarily to industrial, commercial or institutional customers (business customers), and not to members of the general public
424910	Farm Supplies Merchant Wholesalers	No exceptions or limitations	446191	Food (Health) Supplement Stores	Limited to operations selling vitamins primarily to industrial, commercial or institutional customers (business customers), and not to members of the general public
424940	Tobacco and Tobacco Product Merchant Wholesalers	No exceptions or limitations			
424950	Paint, Varnish, and Supplies Merchant Wholesalers	No exceptions or limitations	453991	Tobacco Stores	Limited to operations selling tobacco products primarily to industrial, commercial or institutional customers (business customers), and not to members of the general public
425110	Business to Business Electronic Markets	Limited to industries serving as agents and brokers of goods using the internet or other electronic means to bring buyers and sellers together and dealing with the following goods: drugs, drug proprietaries, and druggists' sundries, plastics materials and basic forms and shapes, chemicals and allied products, not elsewhere classified, petroleum and petroleum products wholesalers, except bulk stations and terminals, farm supplies, tobacco and tobacco products and paints, varnishes, and supplies	453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	Limited to operations selling plastic materials and basic forms and shapes primarily to industrial, commercial or institutional customers (business customers), and not to members of the general public
			454311	Heating Oil Dealers	Limited to operations selling heating oil primarily to industrial, commercial or institutional customers (business customers), and not to members of the general public
425120	Wholesale Trade Agents and Brokers	Limited to industries serving as agents and brokers of goods dealing with the following goods: drugs, drug proprietaries, and druggists' sundries, plastics materials and basic forms and shapes, chemicals and allied products, not elsewhere classified, petroleum	454312	Liquefied Petroleum Gas (Bottled Gas) Dealers	Limited to operations selling goods primarily to industrial, commercial or institutional customers (business customers), and not to members of the general public
			486	Pipeline Transportation	No exceptions or limitations

Subsector or Industry #Code	NAICS Description	Exceptions or Limitations	Subsector or Industry #Code	NAICS Description	Exceptions or Limitations
488119	Other Airport Operations	Limited to the vacuuming of runways	562910	Remediation Services	Except special trade contractors performing asbestos abatement and lead paint removal
488210	Support Activities for Rail Transportation	Limited to operations involved with the rental of railroad cars including grain leveling in railroad cars, grain trimming for railroad equipment, precooling of fruits and vegetables in connection with transportation, and railroad car cleaning, icing, ventilating, and heating	562920	Materials Recovery Facilities	No exceptions or limitations
488390	Other Support Activities for Water Transportation	Limited to operations involved with ship building and repair services provided by floating dry-docks and ship scaling	562991	Septic Tank and Related Services	Except equipment rental and leasing specifically portable toilet rental
488490	Other Support Activities for Road Transportation	Limited to sanitary services, specifically snow plowing and sweeping streets and highways	562998	All Other Miscellaneous Waste Management Services	No exceptions or limitations
488991	Packing and Crating	No exceptions or limitations	711	Performing Arts, Spectator Sports and Related Industries	Limited to taxidermists and antique repair and restoration, except antique car restoration
511	Publishing Industries	Except direct mail advertising services specifically, mailing list compilers and publishing of prepackaged software	811211	Consumer Electronics Repair and Maintenance	Except radio and television repair shops (stereo, tv, vcr, and radio repair) and camera repair
512	Motion Picture and Sound Recording Industries	Limited to the production of phonograph records and prerecorded audio tapes and disks by integrated record companies (except duplication only) and the publishing or publishing and printing of music books and sheet music	811212	Computer and Office Machine Repair and Maintenance	Limited to business and office machine repair, electrical and refilling or recycling ink jet cartridges
516	Internet Publishing and Broadcasting	Except internet broadcasting of special interest web sites, entertainment sites, and interactive game sites)	811213	Communication Equipment Repair and Maintenance	Limited to electrical and electronic repair shops not elsewhere classified, specifically telephone set repair
532	Rental and Leasing	Limited to the rental of railroad cars	811219	Other Electronic and Precision Equipment Repair and Maintenance	Except precision equipment repair shops
541710	Research and Development in the Physical, Engineering, and Life Sciences	Except for commercial physical and biological research and non-commercial research organizations (physical, engineering, and life sciences) performed on a contract or fee basis	811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	No exceptions or limitations
551114	Corporate, Subsidiary, and Regional Managing Offices	Limited to offices located on the same lot and block as the industry they serve when that industry has a regulated NAICS number.	811411	Home and Garden Equipment Repair and Maintenance	Except lawnmower repair shops
561710	Exterminating and Pest Control Services	Limited to mosquito eradication	811412	Appliance Repair and Maintenance	Except repair shops and related services not elsewhere classified specifically gas appliance repair services, stove repair shops, and other non-electrical appliance repair
561790	Other Services to Buildings and Dwellings	Limited to the cleaning of parking lots and driveways and furnace, duct, gutter, and drain cleaning services	811420	Reupholstery and Furniture Repair	Except airports, flying fields, and airport terminal services specifically performing aircraft upholstery repair
562211	Hazardous Waste Treatment and Disposal	No exceptions or limitations	811490	Other Personal and Household Goods Repair and Maintenance	Limited to boat building and repairing (pleasure boat repair and repair shops and related services, not elsewhere classified (except industrial, electronic, home and garden, appliance, and leather goods repair)
562213	Solid Waste Combustors and Incinerators	No exceptions or limitations	Special New Rule, R.2004 d.206, effective May 6, 2004 (to expire August 15, 2004). See: 36 N.J.R. 2931(a). Adopted concurrent new rule, R.2004 d.343, effective August 15, 2004. See: 36 N.J.R. 2931(a), 36 N.J.R. 4298(c).		
562219	Other Nonhazardous Waste Treatment and Disposal	No exceptions or limitations			