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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CAPE MAY COUNTY
DOCKET NO. L-306-06

NEW JERSEY DEPARTMENT OF :
ENVIRONMENTAL PROTECTION, et : Civil Action
al., :
 : CONSENT JUDGMENT
Plaintiffs, :
v. :
ROSS FOGG FUEL OIL COMPANY, :
et al., :
 :
Defendants.

This matter was opened to the Court by Anne Milgram, Attorney General of New Jersey, Joanna E. Grayer, Deputy Attorney General appearing, attorney for plaintiffs New Jersey Department of Environmental Protection ("DEP") and the Administrator of the New Jersey Spill Compensation Fund ("Administrator")(collectively, "the Plaintiffs"), and Archer & Greiner, P.C., Phil Cha, Esq. appearing, as attorney for

defendants Ross Fogg Fuel Oil Company, SCRF, Inc. and Stewart J. Campbell (collectively, "the Settling Defendants"); and the parties have amicably resolved their dispute before trial:

I. BACKGROUND

A. The Plaintiffs initiated this action on May 24, 2006, by filing a complaint (the "Complaint") against the Settling Defendants, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24 ("the Spill Act") and the common law.

B. Plaintiffs, in their complaint, seek reimbursement of the costs they have incurred to remediate the Tom Foodery Texaco site, including damages, as defined herein, for any natural resource of this State that has been, or may be, injured by the discharge of hazardous substances at the Tom Foodery Texaco site located in Middle Township, New Jersey, as well as other relief.

C. The Settling Defendants subsequently filed responsive pleadings in which they deny liability, and assert various defenses to the allegations contained in the Plaintiffs' complaint.

D. By entering into this consent judgment, the Settling Defendants do not admit any liability arising from the

transactions or occurrences the Plaintiffs allege in the complaint filed in this action.

E. The Plaintiffs allege, and the Settling Defendants deny, that "hazardous substances," as defined in N.J.S.A. 58:10-23.11b., have been "discharged" at the Tom Foodery Texaco property within the meaning of N.J.S.A. 58:10-23.11b.

F. In November 1993, the Settling Defendants initiated the remediation of the Tom Foodery Texaco site by excavating and removing underground storage tanks, product piping lines and approximately 208 tons of contaminated soils.

G. From 1994 through 1995, the Settling Defendants performed a remedial investigation of the Tom Foodery Texaco site pursuant to N.J.S.A. 58:10-23.11f.a., N.J.A.C. 7:14B and N.J.A.C. 7:26E, during which the Settling Defendants investigated the nature and extent of the contamination.

H. Sampling results from the remedial investigation revealed the presence of various hazardous substances in the ground water at the Tom Foodery Texaco site.

I. Ground water is a natural resource of the State.

J. On May 3, 1999, plaintiff DEP approved the remedial action for the Tom Foodery site, which primarily provides for the submission of semi-annual groundwater progress reports to plaintiff DEP.

K. Plaintiff DEP has incurred, and may continue to incur, costs as a result of the discharge of hazardous substances at the Tom Foodery site.

L. Plaintiff Administrator has certified, or may certify, for payment, valid claims made against the Spill Fund concerning the Tom Foodery Texaco site, and, further, has approved, or may approve, other appropriations for the Tom Foodery site.

M. The Plaintiffs also have incurred costs and damages, including lost value and reasonable assessment costs, for any natural resource and natural resource service of this State that has been, or may be, injured as a result of the discharge of hazardous substances at the Tom Foodery Texaco property.

N. The costs and damages the Plaintiffs have incurred for the Tom Foodery Texaco site are alleged to be "cleanup and removal costs" pursuant to N.J.S.A. 58:10-23.11b.

O. The parties to this consent judgment recognize, and this Court by entering this consent judgment finds, that the parties to this consent judgment have negotiated this consent judgment in good faith; that the implementation of this consent judgment will allow the parties to this consent judgment to avoid continued, prolonged and complicated litigation; and that this consent judgment is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the parties to this consent judgment, it is hereby **ORDERED and ADJUDGED**:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to the Spill Act and the common law. This Court also has personal jurisdiction over the parties to this consent judgment, solely for the purposes of implementing this consent judgment and resolving the underlying litigation.

2. The parties to this consent judgment waive all objections and defenses they may have to jurisdiction of this Court, or to venue in this County. The Parties shall not challenge the Court's jurisdiction to enforce this consent judgment.

III. PARTIES BOUND

3. This consent judgment applies to, and is binding upon, the Plaintiffs and the Settling Defendants.

IV. DEFINITIONS

4. Unless otherwise expressly provided, terms used in this consent judgment that are defined in the Spill Act or in the regulations promulgated under this act, shall have their statutory or regulatory meaning. Whenever the terms listed

below are used in this consent judgment, the following definitions shall apply:

"Consent Judgment" shall mean this Consent Judgment.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or State holiday. In computing time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State holiday, time shall run until the close of business of the next working day.

"Future Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, that the Plaintiffs will have incurred, after the effective date of this Consent Judgment, to remediate the Tom Foodery Texaco site.

"Interest" shall mean interest at the rate established by R. 4:42 of the then current edition of the New Jersey Court Rules.

"Natural Resource Damages" shall mean all claims arising from discharges at the Tom Foodery Texaco Property that occurred prior to the effective date of this Consent Judgment, and that are recoverable by the Plaintiffs as natural resource damages for injuries to natural resources under the Spill Act; the Water Pollution Control Act; the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to -2761; the Clean Water Act, 33 U.S.C.A. §§

1251 to -1387; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C.A. §§ 9601 to -9675 or any other state or federal common law, statute, or regulation, and include:

- a. The costs of assessing injury to ground water and groundwater services, plaintiff DEP's Office of Natural Resource Restoration's oversight costs determined pursuant to N.J.A.C. 7:26C-9.3, attorney's fees, consultants and experts' fees, other litigation costs, and interest, incurred prior to the effective date of this Consent Judgment; and
- b. Compensation for restoration of, the lost value of, injury to, or destruction of ground water and groundwater services.

Natural Resource Damages do not include compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages.

"Paragraph" shall mean a portion of this Consent Judgment identified by an arabic numeral or an upper case letter.

"Party" or "Parties" shall mean plaintiff DEP, plaintiff Administrator, and the Settling Defendants.

"Past Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, the Plaintiffs incurred on or before the effective date of this Consent Judgment, to remediate the Tom Foodery Texaco site.

"Plaintiffs" shall mean plaintiffs DEP, Administrator, and any successor department, agency or official.

"Section" shall mean a portion of this Consent Judgment identified by a roman numeral.

"Settling Defendant" or "Settling Defendants," shall mean defendants Ross Fogg Fuel Oil Company, SCRF, Inc. and Stuart J. Campbell. Settling Defendants shall also include their officers, directors, employees, predecessors, parents, successors, subsidiaries, assigns, trustee in bankruptcy, or receiver appointed pursuant to a proceeding in law or equity ("Related Entity"), but only to the extent that the alleged liability of any Related Entity for remediating the Tom Foodery Texaco site is based on its status and in its capacity as a Related Entity, and not to the extent that the alleged liability of the Related Entity with respect to the Tom Foodery Texaco site arose independently of its status and capacity as a Related Entity of any Settling Defendant.

"Site" shall mean the Tom Foodery Texaco Property, consisting of approximately 1.5 acres of real property located

on the southeast corner of the intersection of New Jersey State Highway Route 47 and Bay Shore Road, Middle Township, Cape May County, this property being also known and designated as Block 466.01, Lots 18, 19, 20 and 21.01, on the Tax Map of Middle Township ("the Tom Foodery Texaco Property"), and all other areas where any hazardous substance discharged there has become located (collectively, "the Site"), which plaintiff DEP has designated as Site Remediation Program Interest No. 011948.

V. PARTIES' OBJECTIVES

5. The Parties' objectives in entering into this Consent Judgment are to protect public health and safety and the environment by the Settling Defendants agreeing to reimburse the Plaintiffs for their Past Cleanup and Removal Costs and Natural Resource Damages, and in return for the Plaintiffs agreeing to resolve all of their claims against the Settling Defendants concerning the Site, and to provide Settling Defendants contribution protection, as stated in the Complaint and this Consent Judgment.

VI. SETTLING DEFENDANTS' COMMITMENTS

6. Within 30 days of the effective date of this Consent Judgment, the Settling Defendants shall pay the Plaintiffs

\$10,811.80 for Natural Resource Damages and as reimbursement of the Plaintiffs' Past Cleanup and Removal Costs.

7. The Settling Defendants shall pay the amount specified in Paragraph 6 above by certified check made payable to the "Treasurer, State of New Jersey." The Settling Defendants shall mail or otherwise deliver the payment and payment invoice to the Section Chief, Cost Recovery and Natural Resource Damages Section, Department of Law and Public Safety, Division of Law, Richard J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625-0093.

8. The Settling Defendants' obligation to pay the amounts owed to the Plaintiffs in the prescribed form and manner pursuant to Paragraph 6 above, is joint and several, without regard to fault. In the event of insolvency or other failure by any Settling Defendant to satisfy any provision of this Consent Judgment, the remaining Settling Defendants shall satisfy such provision.

VII. PLAINTIFFS' COVENANTS & RELEASE

9. In consideration of the payment the Settling Defendants are making pursuant to Paragraph 6 above, and except as otherwise provided in Paragraph 13 below, the Plaintiffs fully and forever release, covenant not to sue, and agree not to

otherwise take administrative action against the Settling Defendants for any and all of the Plaintiffs' causes of action that have been asserted in the Complaint.

10. In further consideration of the payment the Settling Defendants are making pursuant to Paragraph 6 above, the Plaintiffs shall promptly dismiss, with prejudice, the complaint against the Settling Defendants, without further application to the Court.

11. The covenants and releases contained in Paragraphs 9 and 10 above shall take effect upon the Plaintiffs receiving the payment pursuant to Paragraph 6 above, in full, and in the prescribed time and manner.

12. The covenants and releases contained in Paragraphs 9 and 10 above are further conditioned upon the Settling Defendants' satisfactory performance of their other obligations under this Consent Judgment, and extend only to the Settling Defendants, and not to any other person.

VIII. PLAINTIFFS' RESERVATIONS

13. Notwithstanding any other provision of this Consent Judgment, the Plaintiffs reserve, and this Consent Judgment is without prejudice to, the Plaintiffs' right to sue or take administrative action to compel the Settling Defendants to

further remediate the Site, or to reimburse the Plaintiffs for any additional costs and damages, if, before plaintiff DEP issues the Settling Defendants written notification pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C that no further action is necessary for the Site:

- i. plaintiff DEP discovers conditions at the Site, previously unknown to plaintiff DEP; or
 - ii. plaintiff DEP receives information, previously unknown to plaintiff DEP, in whole or in part; and
- these previously unknown conditions or information, together with any other relevant information, indicate that the remediation plaintiff DEP has approved for the Site is not protective of human health and safety, or the environment.

14. For the purposes of Paragraph 13, the information and the conditions known to the Plaintiffs shall include only the information and conditions known to the Plaintiffs as of the date of entry of this Consent Judgment.

15. For the purposes of Paragraph 13, the information and the conditions known to the Plaintiffs shall include only the information and conditions known to the Plaintiffs as of the date plaintiff DEP issues notification, in writing, that no further action is necessary, and any information received by

plaintiff DEP pursuant to the requirements of this Consent Judgment before the remediation plaintiff DEP has approved for the Site is completed.

16. Notwithstanding any other provision of this Consent Judgment, the Plaintiffs retain all authority, and reserve all rights, to undertake any further remediation authorized by law concerning the Site, or to direct the Settling Defendants to undertake any remediation authorized by law concerning the Site.

17. The covenants contained in Paragraphs 9 and 10 above do not pertain to any matters other than those expressly stated. The Plaintiffs reserve, and this Consent Judgment is without prejudice to, all rights against the Settling Defendants concerning all other matters, including the following:

- a. claims based on the Settling Defendants' failure to satisfy any term or provision of this Consent Judgment;
- b. liability arising from the Settling Defendants' past, present or future discharge or unsatisfactory storage or containment of any hazardous substance outside the Site;
- c. liability for any future discharge or future unsatisfactory storage or containment of any hazardous substance by the Settling Defendants at the Tom Foodery Texaco Property, other than as ordered or approved by plaintiff DEP;

d. criminal liability;

e. liability for any violation by the Settling Defendants of federal or state law that occurs after entry of this Consent Judgment, during or after the remediation of the Site;

f. liability for any claim filed on or after the effective date of this Consent Judgment against the Spill Fund concerning the Site.

18. The release contained in Paragraph 9 above does not pertain to any matters other than those expressly stated. The Plaintiffs reserve, and this Consent Judgment is without prejudice to, claims based on the Settling Defendants' failure to satisfy any term or provision of this Consent Judgment.

IX. SETTLING DEFENDANTS' COVENANTS

19. The Settling Defendants covenant not to oppose entry of this Consent Judgment by this Court, or to challenge any provision of this Consent Judgment, unless the Plaintiffs notify the Settling Defendants, in writing, that they no longer support entry of the Consent Judgment.

20. The Settling Defendants further covenant, subject to Paragraph 22 below, not to sue or assert any claim or cause of action against the State, including any department, agency or

instrumentality of the State, concerning the Site, other than as necessary to seek enforcement of any rights or benefits accorded to Settling Defendants under this Consent Judgment. This covenant shall include any direct or indirect claim for reimbursement from the Spill Compensation Fund ("Spill Fund") concerning the Site.

21. The Settling Defendants' covenant not to sue or to assert any claim or cause of action against the State pursuant to Paragraph 20 above do not apply where the Plaintiffs sue or take administrative action against the Settling Defendants pursuant to Paragraph 13 above.

X. SETTLING DEFENDANTS' RESERVATIONS

22. The Settling Defendants reserve, and this Consent Judgment is without prejudice to, claims against the State of New Jersey, subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -12-3; the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to 13-10; the New Jersey Constitution, N.J. Const. art. VIII, §2, ¶2; or any other applicable provision of law, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any State employee while acting within the scope of his office or employment under circumstances where the State,

if a private person, would be liable to the claimant. Any such claim, however, shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a State employee as that term is defined in N.J.S.A. 59:1-3; nor shall any such claim concerning the Site, including plaintiff DEP's selection of the remediation, or plaintiff DEP's oversight or approval of the Settling Defendants' plans or activities relating to the remediation. The foregoing applies only to claims that the Settling Defendants may bring pursuant to any statute other than the Spill Act, and for which the waiver of sovereign immunity is found in a statute other than the Spill Act.

23. Nothing in this Consent Judgment shall be deemed to constitute preauthorization of a claim against the Spill Fund within the meaning of N.J.S.A. 58:10-23.11k. or iN.J.A.C. 7:1J.

XI. FINDINGS & ADMISSIONS OF LIABILITY

24. Nothing contained in this Consent Judgment shall be considered an admission by the Settling Defendants, or a finding by the Plaintiffs, of any wrongdoing or liability on the Settling Defendants' part for anything the Plaintiffs have alleged or have actual knowledge of having occurred at the Site as of the effective date of this Consent Judgment.

XII. EFFECT OF SETTLEMENT & CONTRIBUTION PROTECTION

25. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Judgment. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Judgment may have under applicable law.

26. Each Settling Defendant expressly reserves all rights, including any right to contribution, defenses, claims, demands, and causes of action that each Settling Defendant may have concerning any matter, transaction, or occurrence concerning the Site against any person not a Party to this Consent Judgment.

27. When entered, this Consent Judgment will constitute a judicially approved settlement within the meaning of N.J.S.A. 58:10-23.11f.a.(2)(b) and 42 U.S.C.A. § 9613(f)(2) for the purpose of providing protection to the Settling Defendants from contribution actions. The Parties agree, and by entering this Consent Judgment this Court finds, the Settling Defendants are entitled, upon fully satisfying their obligations under this Consent Judgment, to protection from contribution actions or claims for matters addressed in this Consent Judgment.

28. In order for the Settling Defendants to obtain protection under N.J.S.A. 58:10-23.11.f.b. from contribution

claims concerning the matters addressed in this Consent Judgment, the Plaintiffs published notice of this Consent Judgment in the New Jersey Register and on plaintiff DEP's website on _____ in accordance with N.J.S.A. 58:10-23.11e.2. Such notice included the following information:

- a. the caption of this case;
- b. the name and location of the Tom Foodery Texaco Property;
- c. the name of each Settling Defendant; and
- d. A summary of the terms of this Consent Judgment.

29. The Settling Defendants also published legal notices in three newspapers of general circulation in the area of the Tom Foodery Texaco Property for a period of not less than three days, which notices contained the following information:

- a. the name and location of the Tom Foodery Texaco Property;
- b. the name of each Settling Defendant;
- c. a summary of the terms of this Consent Judgment; and
- d. the date public notice was published in the New Jersey Register.

30. The Plaintiffs, in accordance with N.J.S.A. 58:10-23.11e2, arranged for written notice of the Consent Judgment to all other potentially responsible parties of whom the Plaintiffs

had notice as of the date the Plaintiffs published notice of the proposed settlement in this matter in the New Jersey Register in accordance with paragraph 28 above.

31. The Plaintiffs will submit this Consent Judgment to the Court for entry pursuant to Paragraph 51 below unless, as a result of the notice of this Consent Judgment pursuant to Paragraph 28 above, the Plaintiffs receive information that disclose facts or considerations that indicate to them, in their sole discretion, that the Consent Judgment is inappropriate, improper or inadequate.

XIII. GENERAL PROVISIONS

32. The Plaintiffs enter into this Consent Judgment pursuant to the police powers of the State of New Jersey for the enforcement of the laws of the State and the protection of the public health and safety and the environment. All obligations imposed upon the Settling Defendants by this Consent Judgment are continuing regulatory obligations pursuant to these police powers.

33. This Consent Judgment does not resolve the liability of Third Parties with respect to discharges of hazardous substances at the Property. This Consent Judgment merely

resolves Settling Defendants' liability with respect to such discharges.

34. The Department reserves, and this Consent Judgment is without prejudice to, all rights against Third Parties with respect to liability for costs, injunctive relief, and damages (including primary and compensatory restoration damages) for injury to, destruction of, or loss of natural resources and for the costs of any natural resource assessments. The Department further reserves, and this Consent Judgment is without prejudice to, all rights against Third Parties with respect to liability for costs, injunctive relief, and damages related to MTBE contamination, and this Consent Judgment in no way limits any potential liability for any and all costs, injunctive relief, and damages available to the Department being sought against Third Parties in the United States District Court for the District of New Jersey, in the case captioned NJDEP et al. v. Amerada Hess Corp. et al., C.A. No. 3:07-5284, and now currently pending in the United States District Court for the Southern District of New York, captioned as In Re; Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation, MDL No. 1358.

35. "Third Parties" shall mean any "person," as defined by N.J.S.A. 58:10-23.11b, other than Settling Defendants.

XIV. ACCESS TO INFORMATION

36. Upon receipt of a written request by one or more of the Plaintiffs, any Settling Defendant shall submit or make available to the Plaintiffs all information the Settling Defendant has concerning the Site, including technical records and contractual documents.

37. The Settling Defendant may withhold disclosure of information by asserting a claim of confidentiality or privilege for any request made by Plaintiffs pursuant to this Consent Judgment. The Settling Defendant, however, agrees not to assert any privilege or confidentiality claim concerning factual or technical data related to Site conditions, sampling, or monitoring.

XV. RETENTION OF RECORDS

38. Each Settling Defendant shall preserve during the pendency of this Consent Judgment and for a minimum of 7 years after its effective date, all data and information, including technical records, potential evidentiary documentation and contractual documents, in the Settling Defendant's possession or in the possession of its divisions, employees, agents, accountants, or contractors, which in any way concern the Site, despite any document retention policy to the contrary.

39. After the 7-year period specified in Paragraph 38 above, any Settling Defendant may request of plaintiff DEP, in writing, that it be allowed to discard any such documents. Such a request shall be accompanied by a description of the documents involved, including the name of each document, date, name and title of the sender and receiver and a statement of contents. Upon receiving written approval from plaintiff DEP, the Settling Defendant may discard only those documents the Plaintiffs do not require the Settling Defendant to preserve for a longer period.

XVI. NOTICES AND SUBMISSIONS

40. Except as otherwise provided in this Consent Judgment, whenever written notice or other documents are required to be submitted by one Party to another, they shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing.

As to Plaintiffs DEP & Administrator:

Section Chief
Cost Recovery and Natural Resource Damages Section
Department of Law & Public Safety
Division of Law
Richard J. Hughes Justice Complex
P.O. Box 093
Trenton, New Jersey 08625-0093
(609) 984-4863

As to the Settling Defendants:

Phil Cha, Esquire
Archer & Greiner, PC
One Centennial Square
Haddonfield, NJ 08033-0968

41. All submissions shall be considered effective upon receipt, unless otherwise provided in this Consent Judgment.

42. The Settling Defendants shall not construe any informal advice, guidance, suggestions, or comments by the Plaintiffs, or by persons acting for them, as relieving any Settling Defendant of its obligation to obtain written approvals or modifications as required by this Consent Judgment.

XVII. EFFECTIVE DATE

43. The effective date of this Consent Judgment shall be the date upon which this Consent Judgment is entered by the Court.

XVIII. RETENTION OF JURISDICTION

44. This Court retains jurisdiction over both the subject matter of this Consent Judgment and the Parties for the duration of the performance of the terms and provisions of this Consent Judgment for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction

or modification of this Consent Judgment, or to effectuate or enforce compliance with its terms, or to resolve disputes, including any appeal from an administrative determination of a dispute between the parties.

XIX. MODIFICATION

45. This Consent Judgment represents the entire integrated agreement between the Plaintiffs and the Settling Defendants concerning the Site, and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided.

46. Any notices or other documents specified in this Consent Judgment may only be modified by agreement of the Parties. All such modifications shall be made in writing.

47. All notices or other documents any Settling Defendant is required to submit to the Plaintiffs under this Consent Judgment shall, upon approval or modification by the Plaintiffs, be enforceable under this Consent Judgment. All such approvals or modifications shall be in writing.

48. In the event the Plaintiffs approve or modify a portion of a notice or other document any Settling Defendant is required to submit under this Consent Judgment, the approved or modified portion shall be enforceable under this Consent Judgment.

49. Nothing in this Consent Judgment shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Judgment.

XX. ENTRY OF THIS CONSENT JUDGMENT

50. The Settling Defendants consent to the entry of this Consent Judgment without further notice.

51. Upon conclusion of the public comment period specified in Paragraph 28 above, the Plaintiffs shall promptly submit this Consent Judgment to the Court for entry.

52. If for any reason the Court should decline to approve this Consent Judgment in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXI. SIGNATORIES/SERVICE

53. Each undersigned representative of a Party to this Consent Judgment certifies that he or she is authorized to enter into the terms and conditions of this Consent Judgment, and to execute and legally bind such party to this Consent Judgment.

54. This Consent Judgment may be signed and dated in any number of counterparts, each of which shall be an original, and

NEW JERSEY SPILL COMPENSATION FUND

By: _____
Anthony J. Farro, Administrator
New Jersey Spill Compensation Fund

Dated:

ANNE MILGRAM, ATTORNEY GENERAL OF
NEW JERSEY
Attorney for Plaintiffs

By: _____
Joanna E. Grayer
Deputy Attorney General

Dated:

ROSS FOGG FUEL OIL COMPANY
SCRF, INC.
STEWART J. CAMPBELL;

Archer & Greiner, PC
Attorneys for Ross Fogg Fuel
Oil Company; SCRF, Inc. and
Stewart J. Campbell

By: _____
Phil Cha, Esq.

Dated:

Person Authorized to Accept
Service on Behalf of Ross
Fogg Fuel Oil Company; SCRF,
Inc. and Stewart J. Campbell.

Name: _____

Title: _____

Address: _____

Telephone No.: _____

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