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RECEIVED & FILED  
OCT 30 2008  
SUPERIOR CRT. of NJ - BURL.  
CIVIL DIVISION

THIS RELIEF SET FORTH BELOW  
IS ORDERED AND FILED

OCT 30 2008

MICHAEL J. HOGAN, P.J.Ch.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - BURLINGTON COUNTY  
DOCKET NO. BUR-L-15-05

NEW JERSEY DEPARTMENT OF :  
ENVIRONMENTAL PROTECTION, et al., :

Plaintiffs, :

v. :

AAXON INDUSTRIAL, INC., et al., :

Defendants. :

Civil Action

CONSENT DECREE

### I. BACKGROUND

A. Plaintiffs New Jersey Department of Environmental Protection (“DEP”) and the Administrator of the New Jersey Spill Compensation Fund (“Administrator”) (collectively, “the Plaintiffs”) initiated this action on December 29, 2004, by filing a complaint against various parties, including those defendants who are parties to this Consent Decree (“the Settling Parties”), pursuant to the New Jersey Spill Compensation and Control Act (“the Spill Act”), N.J.S.A. 58:10-23.11 to -23.24, and the common law, seeking reimbursement of the cleanup and removal costs they have incurred, and will incur, as a result of the discharge of hazardous substances at the Florence Land Recontouring Landfill property in Florence,

Mansfield and Springfield Townships, Burlington County. Plaintiff DEP further brought suit pursuant to the Sanitary Landfill Facility Closure and Contingency Fund Act ("Sanitary Landfill Act"), N.J.S.A. 13:1E-100 to -116, seeking reimbursement of the damages it has incurred, and will incur, as a result of the operation and/or closure of the sanitary landfill facility located at the Property (The definition of "Property" is contained within the definition of "Site" herein at Section IV, Paragraph 3).

B. The Plaintiffs also seek damages for any natural resource of the State that has been, or may be, injured by the contamination at the Site (as defined herein at Section IV, Paragraph 3).

C. On August 29, 2005, the Plaintiffs filed their First Amended Complaint, adding additional parties as defendants.

D. On September 14, 2006, the Plaintiffs filed their Second Amended Complaint, adding additional parties as defendants.

E. Various Defendants, including the Settling Parties, filed responsive pleadings, in which they denied liability and asserted various defenses, counterclaims and/or crossclaims.

F. Various Defendants have filed third-party actions — on March 8, 2005, August 12, 2005 and November 18, 2005 — under the Spill Act and other statutory and common laws seeking contribution and indemnity from multiple third-party defendants, many of which are Settling Parties.

G. The Plaintiffs allege that from approximately 1973 through November 1981, "hazardous substances," as defined in N.J.S.A. 58:10-23.11b., were "discharged" at the Property within the meaning of N.J.S.A. 58:10-23.11b.

H. The Plaintiffs further allege that at various times between 1973 and November 1981, "solid wastes," within the meaning of N.J.S.A. 13:1E-3a., were "disposed of" at the Property within the meaning of N.J.S.A. 13:1E-3c., and that certain of the solid wastes disposed of at the Property were deposited on, or in, the land as fill for the purpose of permanent disposal or storage for a period exceeding six months, thereby creating a "sanitary landfill facility" at the Property within the meaning of N.J.S.A. 13:1E-3q.

I. The Plaintiffs also allege that ground water and surface water, which are "natural resources" of the State, as defined in N.J.S.A. 58:10-23.11b., have been, or may be, injured by the discharges of hazardous substances at the Property.

J. Plaintiffs DEP and the Administrator allege that they have incurred, and will continue to incur, costs to remediate the Site, and that they have incurred, and will continue to incur, costs and damages, including lost value and reasonable assessment costs, for any natural resource of this State that has been, or may be, injured by the discharge of hazardous substances at the Property.

K. The Plaintiffs allege that the costs and damages they have incurred, and will continue to incur, for the Site are "cleanup and removal costs," within the meaning of N.J.S.A. 58:10-23.11b., and/or "closing costs" within the meaning of N.J.S.A. 13:1E-102a.

L. The design and construction of the remedy at the Site was completed in 1994, and the Site was removed from the National Priorities List in 2004. Operation and maintenance activities are ongoing.

M. By entering into this Consent Decree, the Settling Parties do not admit the allegations asserted against them in the complaints and third-party complaints filed in this

action, or the statements concerning the Site set forth herein, and expressly deny any liability from the transactions and occurrences alleged in the complaints and third-party complaints.

N. The parties to this Consent Decree recognize, and the Court by entering this Consent Decree finds, that the parties have negotiated this Consent Decree in good faith to fully resolve DEP and the Administrator's claims, and all related claims among the Settling Parties (except the Hercules Indemnity Claim), that entry of this Consent Decree will allow the parties to avoid continued, prolonged and complicated litigation among the parties, and this Consent Decree is fair, reasonable, and in the public interest.

**THEREFORE**, with the consent of the parties, it is hereby **ORDERED**, **ADJUDGED** and **DECREED** that:

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to the Spill Act, the Sanitary Landfill Act and the common law. This Court also has personal jurisdiction over the parties to this Consent Decree solely for the purposes of implementing this Consent Decree and resolving the underlying litigation. The parties to this Consent Decree waive all objections and defenses they may have to jurisdiction of the Court, or to venue in this County, for purposes of entering and enforcing this Consent Decree.

## III. PARTIES BOUND

2. This Consent Decree is binding upon DEP, the Administrator, and the Settling Parties.

## IV. DEFINITIONS

3. Unless otherwise expressly provided, terms used in this Consent Decree that are defined in the Spill Act, the Sanitary Landfill Act, or in the regulations promulgated under the

Spill Act and the Sanitary Landfill Act, shall have their statutory or regulatory meaning. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

"A & S / Spectraserv Insurers" shall mean those insurers and their group of insurance companies, one or more of which have paid part of Settling Parties A&S Transportation Co. and Spectraserv, Inc.'s settlement payment as set forth in paragraphs 5 and 6 of this Consent Decree; provided that the insurers and their affiliated group of insurance companies shall be given the same covenants, release and contribution protection pursuant to this Consent Decree only to the extent of the liability of the Settling Parties A&S Transportation Co. and Spectraserv, Inc. as to Matters Addressed. The scope of such covenants, release and contribution protection afforded to such insurers shall be the same as that extended to the Settling Parties A&S Transportation Co. and Spectraserv, Inc. for whom payment under this Consent Decree has been made with respect to policies issued to Spectraserv, Modern Transportation Company, A&S Transportation Company and their predecessors, successors, parent, subsidiaries, affiliated companies, or other business entities in which they may have held an interest, and their affiliates, assigns, and the respective shareholders, directors, officers, and employees of each.

"Administrator" shall mean the Administrator of the New Jersey Spill Compensation Fund, who is appointed pursuant to N.J.S.A. 58:10-23.11j.

"Commercial Generator Group" shall mean the following Settling Parties: EPEC Polymers, Inc., Hercules Incorporated, Occidental Chemical Corporation and Public Service Electric and Gas Co.

"Consent Decree" shall mean this Consent Decree and its appendices.

"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 Decree, 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.

"DEP" shall mean the New Jersey Department of Environmental Protection and any successor department or agency of the State.

"EPA" shall mean the United States Environmental Protection Agency.

"Future Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, that DEP and the Administrator have incurred, or will incur, after the effective date of this Consent Decree, to remediate the Site. These costs shall include those costs for which the Settling Parties are obligated to pay plaintiff DEP for DEP's oversight of the remediation.

"Future Operation & Maintenance Activities" shall mean the performance of remediation at the Site after the effective date of this Consent Decree pursuant to EPA's Record of Decision for the Site, including the removal and disposal of leachate from the Site and other operation and maintenance activities.

"Governmental Generator Group One" shall mean the following parties within the Settling Parties: New Jersey Department of Corrections, New Jersey Department of Treasury, and Palmyra (Borough of).

"Governmental Generator Group Two" shall mean the following parties within the Settling Parties: Beverly Sewerage Authority, Bordentown (City of), Delanco (Township of), Delran Sewerage Authority, Florence (Township of), Hamilton (Township of), Maple

Shade (Township of), North Hudson Sewerage Authority, and Willingboro Municipal Utilities Authority.

“Group” or “Groups” shall mean the five groups that comprise the Settling Parties: the Commercial Generator Group; the Governmental Generator Group One; the Governmental Generator Group Two; the Owner/Operator Group; and the Transporter Group as defined herein.

“Hercules Indemnity Claim” shall mean a claim in contract and indemnity by Settling Party Hercules Incorporated, against Settling Party Delaware Valley Scrap Co., Inc. and any counterclaims or defenses thereto, and defenses to any counterclaim. Hercules Incorporated’s motion for leave to file an additional third-party complaint alleging a contractual indemnity claim against Delaware Valley Scrap Co., Inc. was denied without prejudice on April 28, 2006. “Settling Party Hercules Incorporated” refers to Hercules Incorporated, and/or any entity encompassed by the definition of “Settling Party” with respect to Hercules Incorporated. “Settling Party Delaware Valley Scrap Co., Inc.” refers to Delaware Valley Scrap Co., Inc., and/or any entity encompassed by the definition of “Settling Party” with respect to Delaware Valley Scrap Co., Inc.

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

“Matters Addressed” shall mean the remediation taken or to be taken and remediation costs incurred or to be incurred by or for plaintiffs DEP or the Administrator or any other person or entity with respect to the Site, including Past Cleanup and Removal Costs, Future Cleanup and Removal Costs, Future Operation & Maintenance Activities and Natural Resource Damages, as those terms are defined in this Consent Decree. “Matters Addressed”

shall not include those actions and costs as to which the Plaintiffs have reserved their rights under Paragraphs 15 through 19 of this Consent Decree in the event that the Plaintiffs assert rights against Settling Parties coming within the scope of such reservation.

"Natural Resource Damages" shall mean all claims arising from discharges at the Property that occurred prior to the effective date of this Consent Decree, and that are recoverable by plaintiffs DEP and the Administrator as natural resource damages for injuries to natural resources under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24, 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, the Water Pollution Control Act, N.J.S.A. 58:10A-1 to -20, the Sanitary Landfill Facility Closure and Contingency Fund Act, N.J.S.A. 13:1E-100 to -116, or any other state or federal common law, statute, or regulation, and include:

- a. The costs of assessing injury to natural resources and natural resource services;
- b. Compensation for restoration of, the lost value of, injury to, or destruction of natural resources and natural resource services;
- c. Plaintiff DEP's Office of Natural Resource Restoration's oversight costs determined pursuant to N.J.A.C. 7:26C-9.3; and
- d. Plaintiffs' attorneys fees, consultants and experts fees, other litigation costs, and interest, incurred prior to the effective date of this Consent Decree.

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



"Owner/Operator Group" shall mean the following Settling Parties: A&S Transportation Co., Anthony Amadei (Estate of), John K. Atkin, Alton W. Cross, Jr. (Estate of), David Ehrlich, Florence Land Development Co., Florence Land Development, Inc., Florence Land Recontouring, Inc., Jersey Environmental Management Services, Inc., Jerome Kotzen, George Kudra (Estate of), Ernest N. Sever (Estate of), Spectraserv, Inc., and Richard Winn.

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

"Parties" shall mean DEP, the Administrator and the Settling Parties, as they are identified herein.

"Past Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, and oversight costs, that DEP and the Administrator have incurred on or before the effective date of this Consent Decree to remediate the Site, and to properly close the sanitary landfill located there.

"Remediation" or "remediation" shall have the meaning as defined at N.J.S.A. 58:10-23.11b.

"Sanitary Landfill Act" shall mean the Sanitary Landfill Facility Closure and Contingency Fund Act, N.J.S.A. 13:1E-100 to -116.

"Sanitary Landfill Fund" shall mean the Sanitary Landfill Facility Contingency Fund established pursuant to N.J.S.A. 13:1E-105.

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

"Settling Parties" shall mean each party listed in the Commercial Generator Group, the Governmental Generator Group One, Governmental Generator Group Two, the Owner/Operator Group and the Transporter Group. Settling Parties shall also include each Settling Party's officers, directors, current and former employees, predecessors, parents, successors, subsidiaries, affiliates, 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 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 Site arose independently of its status and capacity as a Related Entity of any Settling Parties.

"Site" shall mean the Florence Land Recontouring Landfill property, consisting of approximately 86 acres of real property on the Cedar Lane Extension, in Florence, Mansfield and Springfield Townships, Burlington County, New Jersey, this property being also known and designated as Block 173, Lots 1, 2, 3.02 and 3.03, on the Tax Map of Florence Township; Block 44, Lots 7 and 8, on the Tax Map of Mansfield Township; and Block 304, Lot 1, on the Tax Map of Springfield Township ("the Property"), and all other areas where any hazardous substance discharged at the Property has become located (collectively, "the Site").

"Spill Act" shall mean the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24.

"Spill Fund" shall mean the New Jersey Spill Compensation Fund established pursuant to N.J.S.A. 58:10-23.11i.

"Transporter Group" shall mean the following Settling Parties: ACR, Inc., Almo Anti-Pollution Services, BFI Waste Systems of New Jersey, Inc., Delaware Valley Scrap

Co., Inc., Delorenzo Twin County Disposal, Inc., Environmental Waste Control, Gorski Trash Removal, Inc., Hems Brothers, Inc., J. Vinch and Sons, Inc., J.P. Mascaro & Sons, Inc., J.R. Clark Disposal, Joseph R. Clark, Manor Care, Inc., Northeast Disposal, Inc., Portfolio One, Inc., Mike Spano and Sons, Inc., Roland J. Hems, T&L Container Service, Inc., TDS Inc., The O'Connor Corporation, Tinari Contractors, Inc., Waste Automation, and Waste Management of Pennsylvania, Inc.

#### V. PARTIES' OBJECTIVES

4. The Parties' objectives in entering into this Consent Decree are to protect public health and safety and the environment by the Settling Parties agreeing to reimburse the Plaintiffs for their Past Cleanup and Removal Costs, Future Cleanup and Removal Costs, Future Operation and Maintenance Activities, and Natural Resource Damages, and, in return, for plaintiffs DEP and the Administrator agreeing to resolve all of their claims against the Settling Parties concerning the Site as stated in the complaints filed in this action, and in this Consent Decree, including the Plaintiffs' claims for Past Cleanup and Removal Costs, Future Cleanup and Removal Costs and Natural Resource Damages, and with regard to the performance of Future Operation and Maintenance Activities. The Settling Parties have the additional objective of resolving all claims, counterclaims and crossclaims including contractual indemnity claims that were or could have been asserted in the counterclaims, crossclaims and third-party complaints filed in this action, except (i) the Hercules Indemnity Claim, and (ii) any claims against individuals or entities other than Settling Parties or the Plaintiff.

#### VI. SETTLING PARTIES' COMMITMENTS

5. The Settling Parties shall pay DEP and the Spill Fund a total of \$4,000,000.00 in reimbursement of DEP and the Spill Fund's Past Cleanup and Removal Costs, Future Cleanup and Removal Costs, Future Operation and Maintenance Activities and Natural Resource Damages for the Site. The payment shall be made as follows: within 30 days after the effective date of this Consent Decree, the Commercial Generator Group shall pay DEP and the Spill Fund \$600,000.00, the Governmental Generator Group One shall pay DEP and the Spill Fund \$150,000.00, the Governmental Generator Group Two shall pay DEP and the Spill Fund \$150,000.00, the Owner / Operator Group shall pay DEP and the Spill Fund \$2,080,000.00 and the Transporter Group shall pay DEP and the Spill Fund \$720,000.00. The Governmental Generator Group Two shall make a second payment to DEP and the Spill Fund in the amount of \$150,000.00, with Interest from the effective date of this Consent Decree, on the first annual anniversary of the effective date of this Consent Decree and shall make a third payment to DEP and the Spill Fund in the amount of \$150,000.00, with Interest from the effective date of this Consent Decree, on the second annual anniversary of the effective date of this Consent Decree.

6. Each Group shall pay the amount specified in Paragraph 5 above for that Group by check made payable to the "Treasurer, State of New Jersey." The Groups shall mail or otherwise deliver the payment and payment invoice to Section Chief, Cost Recovery & 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.

7. Each Group's obligation to pay the amount owed to plaintiffs DEP and Administrator in the prescribed form and manner pursuant to Paragraphs 5 and 6 above, are

joint and several, without regard to fault, as to the Settling Parties in that Group. In the event of insolvency or other failure by any Settling Party in a Group to satisfy any payment provision of this Consent Decree as to the Group, the remaining Settling Parties in that Group shall satisfy such provision, without waiver of any right of the remaining members of the Group to seek to make recovery from their defaulting Group member.

#### VII. DEP's & THE ADMINISTRATOR'S COVENANTS AND RELEASE

8. In consideration of the Settling Parties' payments pursuant to Paragraphs 5 and 6 above, and except as otherwise provided in Paragraphs 15 through 19 below, the Plaintiffs covenant not to further sue or to take administrative action against the Settling Parties and the A & S / Spectraserv Insurers for Future Operation and Maintenance Activities or for reimbursement of the Past Cleanup and Removal Costs and Future Cleanup and Removal Costs. Upon final payment by each Group, the covenant not to further sue or take administrative action regarding Future Operation and Maintenance Activities or for reimbursement of the Past Cleanup and Removal Costs and Future Cleanup and Removal Costs shall be granted as to that specific Group that has made its payment pursuant to Paragraphs 5 and 6 above. Further, the Plaintiffs covenant that they will not take further action regarding the September 17, 1985 Order entered by the Hon. Martin L. Haines, A.J.S.C., Superior Court of New Jersey, Chancery Division, Burlington County, Docket No. C-3210-76.

9. In further consideration of the payments the Settling Parties are making pursuant to Paragraphs 5 and 6 above, and except as otherwise provided in Paragraphs 15 through 19 below, plaintiffs DEP and Administrator fully and forever release, covenant not to sue, and agree not to otherwise take administrative action against the Settling Parties and the A & S / Spectraserv Insurers for any and all of the Plaintiffs' causes of actions for Natural

Resource Damages. Upon final payment by each Group, the release, covenant not to further sue or otherwise take administrative action regarding Natural Resource Damages shall be granted as to that specific Group that has made its payment pursuant to Paragraphs 5 and 6 above.

10. In further consideration of the payments the Settling Defendants are making pursuant to Paragraphs 5 and 6 above, the Plaintiffs agree that the complaints against the Settling Defendants shall be dismissed with prejudice upon entry of this Consent Decree by the Court, without any further application to the Court. Such dismissal shall not impair the Hercules Indemnity Claim in any respect.

11. In further consideration of the commitments contained in Paragraphs 5 through 7 above, the Plaintiffs covenant that they will not take further legal or administrative action regarding the December 7, 1989 Directive And Notice To Insurers Number One ("Directive") issued by Plaintiffs pursuant to the Spill Act and that the Settling Parties shall have no further performance or funding obligations at the Site pursuant to the Directive.

12. The covenants and releases contained in Paragraphs 8 and 9 above shall take effect as to each Group upon plaintiffs DEP and Administrator receiving the payment the Group is required to make pursuant to Paragraphs 5 and 6 above.

13. The covenants and releases contained in Paragraphs 8 and 9 above are further conditioned upon each Group's satisfactory performance of its payment obligations under Paragraphs 5 and 6 of this Consent Decree, and extend only to the Group, and not to any other person. No Settling Parties shall be denied the benefit of these covenants because of another Settling Party's failure to comply with the terms of this Consent Decree.

14. In consideration of the payments by each Group and the A & S / Spectraserv Insurers pursuant to Paragraphs 5 and 6 of this Consent Decree, and except as provided in Paragraphs 15 through 19 below, the Plaintiffs DEP and Administrator will impose on the Group and the A & S / Spectraserv Insurers no further remediation or other performance obligations at the Site.

VIII. DEP's & THE ADMINISTRATOR'S RESERVATIONS

15. Notwithstanding any other provision of this Consent Decree, plaintiffs DEP and Administrator reserve, and this Consent Decree is without prejudice to, the Plaintiffs' right to sue or take administrative action to compel the Settling Parties to further remediate the Site, or to reimburse plaintiff DEP and the Spill Fund for any additional costs and damages, if after the effective date of this Consent Decree:

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

16. For the purposes of Paragraph 15, the information and the conditions known to plaintiff DEP or to EPA shall include only the information and conditions received by or known to plaintiff DEP or EPA as of the effective date of this Consent Decree.

17. Notwithstanding any other provision of this Consent Decree, plaintiffs DEP and Administrator retain all authority, and reserve all rights, to undertake any remediation

authorized by law concerning the Site, or to direct the Settling Parties to undertake any remediation authorized by law concerning the Site consistent with Paragraphs 15 and 16.

18. The covenants contained in Paragraph 8 above do not pertain to any matters other than those expressly stated. Plaintiffs DEP and Administrator reserve, and this Consent Decree is without prejudice to, all rights against the Settling Parties concerning the following:

- a. claims based on the Settling Parties' failure to satisfy any term or provision of this Consent Decree;
- b. liability arising from the Settling Parties' past, present or future discharge or unsatisfactory storage or containment of any hazardous substance outside the Site;
- c. liability for any future discharge or unsatisfactory storage or containment by a Settling Party of any hazardous substance at the Site, other than as otherwise ordered by plaintiff DEP;
- d. criminal liability; and
- e. liability of a Settling Party for any violation of federal or state law that occurs on or after the effective date of this Consent Decree.

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

#### IX. SETTLING PARTIES' COVENANT

20. The Settling Parties and A&S/Spectraserv Insurers covenant not to oppose entry of this Consent Decree by this Court, or to challenge any provision of this Consent Decree,



unless the Plaintiffs notify the Settling Parties, in writing, that they no longer support entry of the Consent Decree.

21. The Settling Parties and A&S/Spectraserv Insurers further covenant, subject to Paragraphs 23 and 24 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 following:

- a. any direct or indirect claim for reimbursement from the Spill Fund or the Sanitary Landfill Fund concerning Matters Addressed with respect to the Site; and
- b. any claim or cause of action for Matters Addressed with respect to the Site, including DEP's selection, performance or oversight of the Remediation, or DEP's approval of the plans for the Remediation.

22. In consideration for the mutual obligations created by this Consent Decree, and subject to the reservations set forth herein, the Settling Parties and A&S/Spectraserv Insurers hereby dismiss, with prejudice, all of their respective claims and covenant not to sue, fully and forever surrender, release, acquit and discharge each other from all claims arising from or in any way related to Matters Addressed, except that nothing in this Consent Decree shall impair or limit the Hercules Indemnity Claim in any respect.

#### X. SETTLING PARTIES' RESERVATIONS

23. The Settling Parties reserve, and this Consent Decree 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 include a claim based on plaintiff DEP's involvement with the selection and performance of the Remediation. The foregoing applies only to claims concerning the Site that the Settling Parties may bring pursuant to any statute other than the Spill Act or Sanitary Landfill Act, and for which the waiver of sovereign immunity is found in a statute other than the Spill Act or Sanitary Landfill Act. Notwithstanding any other provision of this paragraph, the Settling Parties reserve all claims against the State of New Jersey, Third-Party Defendants, and each other, in the event that the DEP and the Administrator exercise their reservation rights pursuant to Paragraphs 15 and 16 of this Consent Decree and assert rights against Settling Parties coming within the scope of such reservation.

24. Nothing in this Consent Decree 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 N.J.A.C. 7:1J, or the Sanitary Landfill Fund within the meaning of N.J.S.A. 13:1E-107 or N.J.A.C. 7:1I.

#### XI. NO FINDINGS OR ADMISSIONS OF LIABILITY

25. Nothing in this Consent Decree is or shall be considered an admission by a Settling Party, or a finding by the Plaintiffs, of any wrongdoing or liability on the Settling Parties' part, including for anything the Plaintiffs have actual knowledge of having occurred at the Site as of the effective date of this Consent Decree.

#### XII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

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

27. Nothing in this Consent Decree shall impair or limit the Hercules Indemnity Claim in any respect. Settling Party Hercules Incorporated and Settling Party Delaware Valley Scrap Co., Inc. expressly reserve their rights concerning the Hercules Indemnity Claim.

28. The A & S / Spectraserv Insurers expressly reserve, and each Settling Party expressly reserves, all rights, including any right to contribution, defenses, claims, demands, and causes of action that each Settling Party and the A & S / Spectraserv Insurers may have concerning any matter, transaction, or occurrence concerning the Site against any person not a Party to this Consent Decree.

29. The Parties agree, and by entering this Consent Decree this Court finds, the Settling Parties and the A & S / Spectraserv Insurers (as limited by the definition of "A & S / Spectraserv Insurers") are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims for Matters Addressed in this Consent Decree, including the protections afforded by N.J.S.A. 58:10-23.11.f.b.

30. In order to afford the Settling Parties the protection under N.J.S.A. 58:10-23.11.f.b. from contribution claims concerning the Matters Addressed in this Consent Decree, as provided in Paragraph 29, on June 16 through 18, 2008, the Settling Parties published legal notices in three newspapers of general circulation in the area of the Property for a period of not less than three days, which notices contained the following information:

- a. The name and location of the Property;

- b. The parties to this Consent Decree;
- c. A summary of the terms of this Consent Decree; and
- d. The date public notice was published in the New Jersey Register.

31. The Plaintiffs, in accordance with N.J.S.A. 58:10-23.11e.2, published notice of this Consent Decree in the New Jersey Register on June 16, 2008, and arranged for written notice of this Consent Decree to all other potentially responsible parties of whom the Plaintiffs had notice of as of the date Plaintiffs published notice of this settlement in the New Jersey Register. Plaintiff DEP also published notice of this settlement on DEP's website on June 16, 2008. Such notices included the following information:

- a. The caption of this case;
- b. The name and location of the Property;
- c. The name of the Settling Parties; and
- d. A summary of the terms of this Consent Decree.

32. If during the public comment period the Plaintiffs receive no comments that disclose facts or considerations that indicate to them, in their sole discretion, that the Consent Decree is inappropriate, improper, or inadequate, the Plaintiffs will file this Consent Decree with the Court to enter pursuant to Paragraph 50 below. When entered, this Consent Decree 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. 9613(f)(2) for the purpose of providing protection to the Settling Parties from contribution actions.

33. In any subsequent administrative or judicial proceeding initiated by the Plaintiffs for injunctive relief, recovery of costs and/or damages, or other appropriate relief concerning the Site, each Settling Party shall not assert, and may not maintain, any defense or

claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine or other defenses or claims based upon any contention that the claims the Plaintiffs raise in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this Paragraph affects the Settling Parties' rights to assert and maintain the enforceability of the covenants set forth in this Consent Decree.

34. In any subsequent judicial proceeding or other proceeding with respect to the Hercules Indemnity Claim, Settling Party Delaware Valley Scrap Co., Inc., and Settling Party Hercules Incorporated shall not assert, and may not maintain, any defense or claim based upon the principles of res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine or other defenses or claims based upon any contention that the claims raised therein were or should have been brought in this case.

### XIII. GENERAL PROVISIONS

35. Plaintiffs DEP and the Administrator enter into this Consent Decree 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 Parties by this Consent Decree are continuing regulatory obligations pursuant to these police powers.

36. No payment owed or made pursuant to this Consent Decree is intended to constitute a debt, damage claim, penalty or other claim that may be limited or discharged in a bankruptcy proceeding.

### XIV. ACCESS TO INFORMATION

37. Upon receipt of a written request by DEP or the Administrator upon any Settling Party, that Settling Party shall submit or make available to DEP or the Administrator, all non-privileged information the Settling Party has concerning the Site, including technical records and contractual documents. The Settling Party may assert a claim of confidentiality or privilege for any information requested by DEP or the Administrator pursuant to this Consent Decree. Each Settling Party, however, agrees not to assert any privilege or confidentiality claim concerning data related to Site conditions, sampling, or monitoring.

#### XV. RETENTION OF RECORDS

38. Each Settling Party shall, for a period of 5 years after the effective date of this Consent Decree, preserve all data and information, including technical records, potential evidentiary documentation and contractual documents, in the Settling Party's possession or in the possession of its divisions, employees, agents, accountants, contractors, or attorneys, concerning the Site, despite any document retention policy to the contrary.

39. After the 5-year period specified in Paragraph 38 above, each Settling Party may discard all such documents unless, before the expiration of the 5-year period, it receives a written request from DEP or the Administrator to preserve specifically identified documents for a period not to exceed one additional year.

#### XVI. NOTICES AND SUBMISSIONS

40. Except as otherwise provided in this Consent Decree, 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:  
Plaintiff DEP & Administrator

Section Chief  
Cost Recovery & 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

See Appendix "A" to this Consent Decree as to Settling Parties.

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

41. The Settling Parties shall not construe any informal advice, guidance, suggestions, or comments by plaintiff DEP, plaintiff Administrator, or by persons acting for them, as relieving the Settling Parties of their obligations to obtain written approvals or modifications as required by this Consent Decree.

#### XVII. EFFECTIVE DATE

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

#### XVIII. RETENTION OF JURISDICTION

43. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the duration of the performance of the terms and provisions of this Consent Decree 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 Decree, 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

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

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

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

47. In the event plaintiff DEP or plaintiff Administrator approves or modifies a portion of a notice or other document any Settling Party is required to submit under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

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

#### XX. ENTRY OF THIS CONSENT DECREE

49. The Plaintiffs reserve the right to withdraw or withhold their consent if the comments received during the public comment period specified in Paragraph 31 regarding the Consent Decree disclose facts or considerations that indicate that the Consent Decree is inappropriate, improper, or inadequate. The Settling Parties consent to the entry of this Consent Decree without further notice.

50. Upon conclusion of the public comment period specified in Paragraph 31, the Plaintiffs shall promptly submit this Consent Decree to the Court for entry.



51. If for any reason the Court should decline to enter this Consent Decree 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.

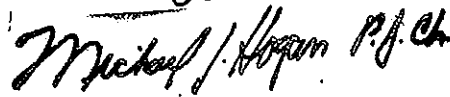
XXI. SIGNATORIES/SERVICE

52. Each undersigned representative of the Parties to this Consent Decree certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree, and to execute and legally bind such party to this Consent Decree.

53. This Consent Decree may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Consent Decree.

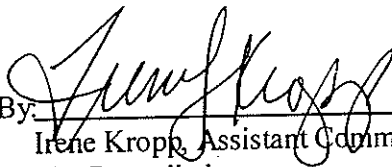
54. Each Settling Party shall identify on the attached signature pages, the name, address and telephone number of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. The Settling Parties agree to accept service in this manner and to waive the formal service requirements set forth in R. 4:4-4, including service of a summons.

SO ORDERED, ADJUDGED & DECREED this <sup>26<sup>th</sup></sup> day of October, 2008.

 P.J.C.

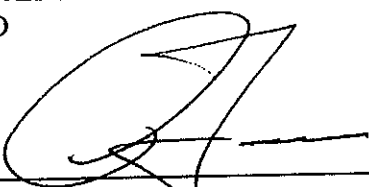
Hon. Michael J. Hogan, J.S.C.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
Irene Kropp, Assistant Commissioner  
Site Remediation

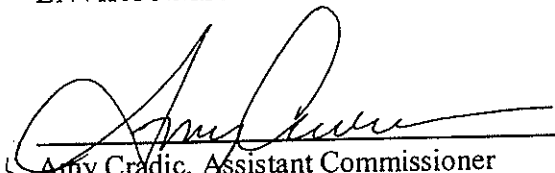
Dated: 7/24/08

NEW JERSEY SPILL COMPENSATION FUND

By:   
Anthony Farro, Administrator  
New Jersey Spill Compensation Fund

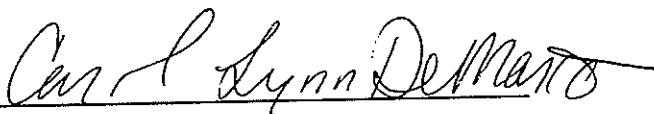
Dated: 7/24/08

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
Amy Cradic, Assistant Commissioner  
Natural & Historic Resources

Dated: 7/24/08

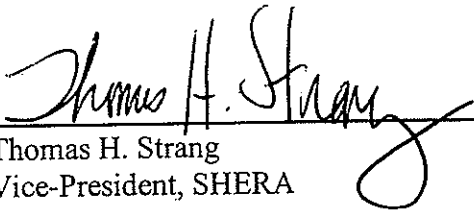
ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY

By:   
Carol Lynn DeMarco  
Deputy Attorney General

Dated: 10/29/08

\_\_\_\_\_

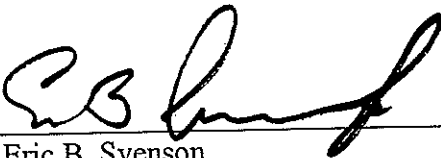
HERCULES INCORPORATED

By:   
Thomas H. Strang  
Vice-President, SHERA

Dated: 7/10/08

Richmond L. Williams, Esq.  
Hercules Incorporated  
Chief Counsel, SHERA  
Hercules Plaza 10-230-SW  
1313 N. Market Street  
Wilmington, DE 19894-0001  
(302) 594-5000

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By:   
Eric B. Svenson  
Vice President - Environmental Health & Safety  
PSEG Services Corporation


Dated: 

Corporate Secretary  
Public Service Electric and Gas Company  
80 Park Plaza  
Newark, NJ 07102  
(973)-430-7000

With a copy to:

Office of Environmental Counsel  
PSEG Services Corporation  
80 Park Plaza, T-5C  
Newark, NJ 07102  
Attention: Kieran A Brown, Esq.  
(973)-430-6124


EPEC POLYMERS, INC.

By:   
\_\_\_\_\_  
Scott J. Miller  
Senior Counsel, El Paso Corporation

Dated: June 30, 2008

Scott J. Miller  
Senior Counsel, El Paso Corporation  
1001 Louisiana Street  
Houston, Texas 77002  
(713) 420-2336

OCCIDENTAL CHEMICAL  
CORPORATION

By:   
Scott A. King  
Vice President, General Counsel and  
Secretary

Dated: 7/21/2008

Attn: General Counsel  
Occidental Chemical Corporation  
5005 LBJ Freeway, Suite 2200  
Dallas, Texas 75244  
(214)404-3840

Signature Page for Final Consent Decree  
in the matter of  
New Jersey Department of Environmental Protection, et al. v. Axon Industrial, Inc., et  
al.  
Docket No. BUR-L-15-05

BOROUGH OF PALMYRA

By: 

Honorable John Gural, Mayor

Dated: July 14, 2008

Agent authorized to accept service  
of process:

Joseph J. McGovern, Esq.  
**PARKER McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, NJ 08053

NEW JERSEY DEPARTMENT OF  
CORRECTIONS

NEW JERSEY DEPARTMENT OF  
TREASURY



By: \_\_\_\_\_  
Mala Narayanan, Deputy Attorney General

Dated: August 26, 2008

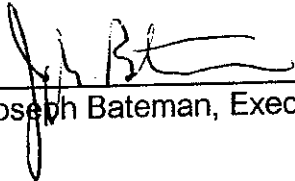
Mala Narayanan, DAG  
State of New Jersey, Department of Law & Public Safety, Division of Law  
Hughes Justice Complex  
P.O. Box 114  
25 W. Market Street  
Trenton, NJ 08625  
(609) 292-8036



Signature Page for Final Consent Decree  
in the matter of  
New Jersey Department of Environmental Protection, et al. v. Axon Industrial, Inc., et  
al.  
Docket No. BUR-L-15-05

WILLINGBORO MUNICIPAL UTILITIES

BY:

  
Joseph Bateman, Executive Director

Dated: 7-15-08


Agent authorized to accept service  
of process:

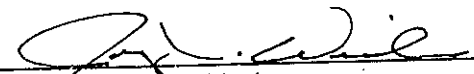
Joseph J. McGovern, Esq.  
**PARKER McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, NJ 08053

Signature Page for Final Consent Decree  
In the matter of  
New Jersey Department of Environmental Protections, et al v. Aaxon Industrial, inc., et  
al  
Docket No. BUR-L-15-05

TOWNSHIP OF FLORENCE

Attest:

By   
Honorable William E. Berry, Mayor

  
Joy M. Weiler, Clerk


Dated: 7-9-08

Agent authorized to accept service  
Of process:

Joseph J. McGovern, Esq.  
**PARKER McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P. O. Box 974  
Marlton, NJ 08053

Signature Page for Final Consent Decree  
in the matter of  
New Jersey Department of Environmental Protection, et al. v. Aaxon Industrial,  
Inc., et  
al.  
Docket No. BUR-L-15-05

TOWNSHIP OF MAPLE SHADE

By:   
Honorable Louis Manchello

Dated:

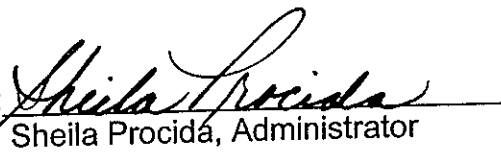
Agent authorized to accept service  
of process:

Joseph J. McGovern, Esq.  
**PARKER, McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. box 974  
Marlton, NJ 08053



Signature Page for Final Consent Decree  
in the matter of  
New Jersey Department of Environmental Protection, et al. v. Axon Industrial, Inc., et  
al.  
Docket No. BUR-L-15-05

DELRAN SEWERAGE TREATMENT PLANT

By:   
Sheila Procida, Administrator

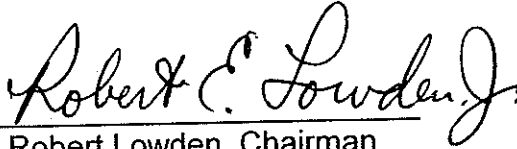
Dated:

Agent authorized to accept service  
of process:

Joseph J. McGovern, Esq.  
**PARKER McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, NJ 08053

Signature for Final Consent Decree  
in the matter of  
New Jersey Department of Environmental Protection, et al. v. Axon Industrial, Inc., et  
al.  
Docket No. BUR-L-15-05

Beverly Sewerage Authority

By:   
Robert Lowden, Chairman

Dated:

Agent authorized to accept service  
of process:

Thomas J. Coleman, III, Esquire  
RAYMOND & COLEMAN, LLP  
325 New Albany Road  
Moorestown, NJ 08057

Signature Page for Final Consent Decree  
in the matter of  
New Jersey Department of Environmental Protection, et al. v. Axon Industrial, Inc., et  
al.  
Docket No. BUR-L-15-05

TOWNSHIP OF DELANCO

By:   
Honorable Fernand Ouellette, Mayor

Dated: 7/7/2008

Agent authorized to accept service  
of process:

Joseph J. McGovern, Esq.  
**PARKER McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, NJ 08053

Signature Page for Final Consent Decree  
in the matter of  
New Jersey Department of Environmental Protection, et al. v. Aaxon Industrial, Inc., et  
al.  
Docket No. BUR-L-15-05

NORTH HUDSON SEWERAGE AUTHORITY

By: 

Edward J. Florio, Esq.

Dated:

Agent authorized to accept service  
of process:

Joseph J. McGovern, Esq.  
**PARKER McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, NJ 08053

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New Jersey Department of Environmental Protection, et al. v. Axon Industrial, Inc., et  
al.  
Docket No. BUR-L-15-05

CITY OF BORDENTOWN

By: John W. Collom  
Honorable John W. Collom III, Mayor

Dated:

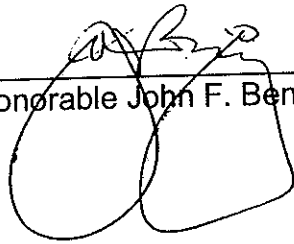
Agent authorized to accept service  
of process:

Joseph J. McGovern, Esq.  
**PARKER McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, NJ 08053



Signature Page for Final Consent Decree  
in the matter of  
New Jersey Department of Environmental Protection, et al. v. Axon Industrial, Inc. et al.  
Docket No. BUR-L-15-05

TOWNSHIP OF HAMILTON


By:   
Honorable John F. Bencivengo, Mayor

Dated: 8/8/08

Agent authorized to accept service  
of process:

Joseph J. McGovern, Esq.  
**PARKER McCAY**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, NJ 08053

A & S TRANSPORTATION CO.

By:   
Steven A. Townsend  
President/CEO

Dated:

ANTHONY AMADEI (ESTATE OF)

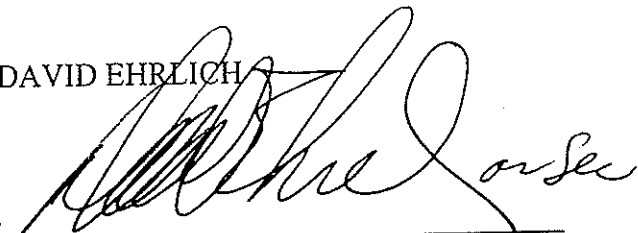
By: Grace Amadei  
[Full Name of Signer], [Full Title of Signer]

Grace Amadei,  
Administratrix of the Estate  
of Anthony Amadei

Dated:

DAVID EHRLICH

By:

  
[Full Name of Signer], [Full Title of Signer]

DAVID EHRLICH, Sec.

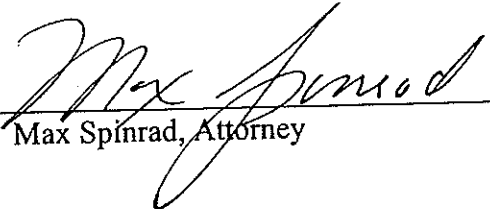
Dated:

FLORENCE LAND DEVELOPMENT INC.

By: Max Spinrad  
Max Spinrad, Attorney

Dated:

FLORENCE LAND RECONTOURING, INC.

By:   
Max Spinrad, Attorney

Dated:

JERSEY ENVIRONMENTAL  
MANAGEMENT SERVICES, INC.

By: Grace Amadei  
[Full Name of Signer], [Full Title of Signer]

Grace Amadei  
Administratrix of the Estate of  
Anthony Amadei

Dated:

JEROME KOTZEN

By: Jerome B Kotzen  
[Full Name of Signer], [Full Title of Signer]

Dated: 5/6/08




GEORGE KUDRA (ESTATE OF)

By: ~~Kathryn Kudra~~ *Executrix of the Estate of*  
Kathryn Kudra, Executrix of the Estate of *George Kudra*  
George Kudra *S.R.* *Trustee of*  
*George Kudra*  
*Sec.*

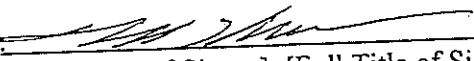
Dated:

SPECTRASERV INC..

By:   
Steven A. Townsend  
President/CEO

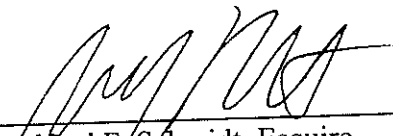
Dated:

RICHARD WINN

By:   
[Full Name of Signer], [Full Title of Signer]

Dated: 5/3/08

ACR, INC. OF SOUTH JERSEY

By:   
\_\_\_\_\_  
Sanford F. Schmidt, Esquire  
Attorney for ACR, Inc. of South Jersey

Dated: June 23, 2008

ALMO ANTI-POLLUTION SERVICES,  
PORTFOLIO ONE, INC., MANOR CARE,  
INC., MANOR CARE OF AMERICA, INC.  
(current subsidiary of Manor Care, Inc.), and  
MANORCARE HEALTH SERVICES,  
INC. (f/k/a Manor Healthcare Corp. and  
current subsidiary of Manor Care of  
America, Inc.), and all current and former  
subsidiaries, affiliates, predecessors,  
successors and all other entities, both current  
and former, affiliated with the above-  
referenced entities



By: \_\_\_\_\_  
Richard Parr  
Vice President and General Counsel,  
HCR Manor Care, Inc.

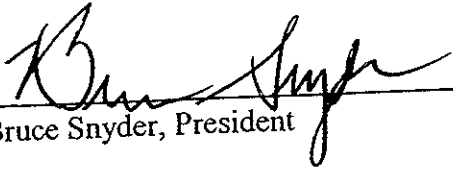
Dated:

BFI WASTE SYSTEMS OF NEW  
JERSEY, INC.

By:     JL White      
Jo Lynn White, Corporate Counsel for  
BFI Waste Systems of New Jersey, Inc.

Dated: 6/25/08

DELAWARE VALLEY SCRAP CO., INC.

By:   
Bruce Snyder, President

Dated:

DELORENZO TWIN COUNTY  
DISPOSAL, INC.

By: James D. Bride  
James D. Bride, Esquire  
Attorney for DeLorenzo Twin County  
Disposal, Inc., a defunct corporation

Dated:



GORSKI TRASH REMOVAL, INC.

By Francis M. Gorski  
Francis M. Gorski, President

Dated: 6/30/08

ROLAND J. HEMS

By: *Roland J. Hems.*  
Roland J. Hems

Dated: *June 27, 2008*

Roland J. Hems  
327 Wood Street  
Bristol, PA 19007  
(215) 788-1431

HEMS BROTHERS, INC.

By: Roland J. Hems  
Roland J. Hems, Partner

Dated:

*June 27, 2008*

Roland J. Hems  
327 Wood Street  
Bristol, PA 19007  
(215) 788-1431

J.VINCH AND SONS, INC.

By: Virginia A. Vinch  
Virginia A. Vinch, President

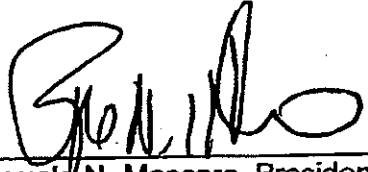
Dated:

7/26/08

Robert P. Casey, Esquire  
Attorney for J. Vinch and Sons, Inc.  
Law Offices of Lenox, Socey, Wilgus, Formidoni,  
Brown, Giordano & Casey  
3131 Princeton Pike, 1-B  
Lawrenceville, NJ 08648  
(609) 896-2000

J.P. MASCARO & SONS, INC.

Date: 7/17/08

By:   
Pasquale N. Mascaro, President

J.R. CLARK DISPOSAL

By: Joseph R Clark  
Joseph R. Clark, Owner

Dated:

JOSEPH R. CLARK

By: Joseph R. Clark  
Joseph R. Clark, Owner

Dated:

MIKE SPANO AND SONS, INC.

By: Alfonso Spano  
Alfonso Spano, Vice President

Dated:

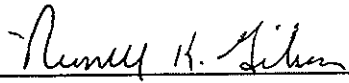


T&L CONTAINER SERVICE, INC.

By: *Gary T. Roberts*  
Gary T. Roberts, President

Dated:

TDS INC.

By:   
Russell K. Gibson, President

Dated: July 18, 2008

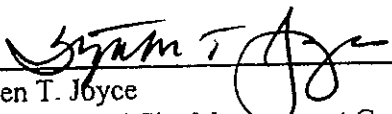
Thomas E. Kopil, Esquire  
Attorney for TDS, Inc.  
Marte and Toadvine  
344 South Bellevue Ave.  
Langhorne, PA 19047-2840  
(215) 757-0344

TINARI CONTRACTORS, INC.

By: Anne T. Erkert  
Anne T. Erkert, Vice President

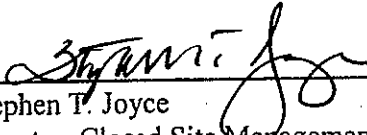
Dated: 6/18/08

WASTE MANAGEMENT OF  
PENNSYLVANIA, INC.

By:   
\_\_\_\_\_  
Stephen T. Joyce  
Director, Closed Site Management Group

Dated: 6/25/2008

WASTE MANAGEMENT OF  
PENNSYLVANIA, INC., on behalf of  
ENVIRONMENTAL WASTE CONTROL

By:   
Stephen T. Joyce  
Director, Closed Site Management Group

Dated: 6/25/2008

WASTE MANAGEMENT OF  
PENNSYLVANIA, INC., on behalf of  
NORTHEAST DISPOSAL, INC.

By:   
\_\_\_\_\_  
Stephen T. Joyce  
Director, Closed Site Management Group

Dated: 6/25/2008

WASTE MANAGEMENT OF  
PENNSYLVANIA, INC., on behalf of  
WASTE AUTOMATION

By:   
\_\_\_\_\_  
Stephen T. Joyce  
Director, Closed Site Management Group

Dated: 6/25/2008

**Appendix A to Consent Decree in the matter  
*New Jersey Department of Environmental Protection, et al. v. Axon  
Industrial, et al., Civ. A. No. BUR-L-15-05 (N.J. Super. Ct. Law Div.)***

**A&S Transportation Co.**  
Laurie J. Sands, Esq.  
Wolff and Samson PC  
The Offices at Crystal Lake  
One Boland Drive  
West Orange, New Jersey 07052  
(973) 530-2098

**ACR, Inc.**  
Sandford E. Schmidt, Esquire  
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