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NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION, et al.

Plaintiff,

v.

OCCIDENTAL CHEMICAL  
CORPORATION, et al.,

Defendants,

MAXUS ENERGY CORPORATION AND  
TIERRA SOLUTIONS, INC.,

Third-Party Plaintiffs,

v.

BAYONNE MUNICIPAL UTILITIES  
AUTHORITY, et al.,

Third-Party Defendants.

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY  
DOCKET NO. ESX-L-9868-05 (PASR)

CIVIL ACTION

**BOROUGH OF NEW PROVIDENCE'S  
ANSWER TO DEFENDANTS/THIRD  
PARTY PLAINTIFFS' MAXUS ENERGY  
CORPORATION AND TIERRA  
SOLUTION, INC.'S THIRD PARTY  
COMPLAINT "A"**

Third Party Defendant Borough of New Providence ("New Providence"), having municipal offices located at 360 Elkwood Avenue, Borough of New Providence, County of Union, State of New Jersey, by way of Answer to the Third-Party Complaint "A" brought by

Defendants/Third Party Plaintiffs Maxus Energy Corporation and Tierra Solutions, Inc., hereby says the following:

**AS TO THE GENERAL ALLEGATIONS**

1. As regards the allegations of Paragraphs 1 – 1147, New Providence admits it is a public body and a customer of the Joint Meeting of Essex and Union Counties. New Providence further admits that its principal place of business is located at 360 Elkwood Avenue, New Providence, New Jersey. New Providence is without sufficient knowledge or information to form a belief as to the truth of the balance of the allegations contained in Paragraphs 1 through 1147, otherwise denies these allegations, and leaves Defendants/Third Party Plaintiffs to their proofs at trial.

**WHEREFORE**, New Providence demands judgment dismissing with prejudice the Third Party Complaint "A" as against New Providence, awarding New Providence its attorney's fees and costs of suit, and granting such other and further relief as the Court deems equitable, just and proper.

**AS TO THE FIRST COUNT**

**(New Jersey Spill Compensation and Control Act  
N.J.S.A. 54:10-23.11f.1.(2)(a))**

2. As regards Paragraph 1148, New Providence repeats its prior responses as if fully set forth at length herein.

3. The allegations of Paragraphs 1149, 1150 and 1151 state conclusions of law, to which no responses are required of New Providence.

4. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 1152, 1153 and 1154 and therefore leaves Third Party Plaintiffs to their proofs.

5. New Providence neither affirms nor denies the allegations of Paragraph 1155 as it contains a citation to N.J.S.A. 58:10-23.11f.a.(2)(a), to which no answer is required. New Providence respectfully asserts that the language of the cited statute speaks for itself.

6. The allegations of Paragraph 1156 state a conclusion of law, to which no response is required of New Providence.

7. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1157, and therefore leaves Third Party Plaintiffs to their proofs.

8. New Providence denies the allegations contained in Paragraph 1158, as the allegations of this paragraph state a conclusion of law to which no response is required.

**WHEREFORE**, New Providence demands judgment dismissing with prejudice Third Party Complaint "A" as against New Providence, and awarding New Providence its attorney's fees and costs of suit, and granting such other and further relief as the Court deems equitable, just and proper.

### **AS TO THE SECOND COUNT**

#### **(Statutory Contribution)**

9. As regards Paragraph 1159, New Providence repeats its prior responses as if fully set forth at length herein.

10. The allegations of Paragraph 1160 state a conclusion of law, to which no response is required of New Providence.

**WHEREFORE**, New Providence demands judgment dismissing with prejudice the Third Party Complaint "A" as against New Providence, awarding New Providence its attorney's

fees and costs of suit, and granting such other and further relief as the Court deems equitable, just and proper.

**AS TO THE THIRD COUNT**

**(Enforcement of N.J.S.A. 58:14-7 and N.J.S.A. 58:14-8  
and Environmental Rights Act Claim)**

11. As regards Paragraph 1161, New Providence repeats its prior responses as if fully set forth at length herein.

12. New Providence denies the allegations of Paragraph 1162 as they pertain to it, and lacks knowledge or information sufficient to form a belief as to the truth of these allegations to the extent they pertain to other defendants/third party defendants.

13. New Providence neither affirms nor denies the allegations of Paragraph 1163 as it contains a citation to N.J.S.A. 58:14-7, to which no answer is required. New Providence respectfully asserts that the language of the cited statute speaks for itself.

14. New Providence neither affirms nor denies the allegations of paragraph 1164 as it contains a citation to N.J.S.A. 58:14-8, to which no answer is required. New Providence respectfully asserts that the language of the cited statute speaks for itself.

15. New Providence denies the allegations of Paragraph 1165 as they pertain to it, and lacks knowledge or information sufficient to form a belief as to the truth of these allegations to the extent they pertain to other defendants/third party defendants.

16. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177 and 1178, and therefore leaves Third Party Plaintiffs to their proofs.

17. The allegations of Paragraph 1179 state a conclusion of law, to which no response is required of New Providence.

18. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 1180 and 1181, and therefore leaves Third Party Plaintiffs to their proofs.

19. New Providence neither affirms nor denies the allegations of Paragraph 1182 as it contains a citation to N.J.S.A. 2A:35A-4, to which no answer is required. New Providence respectfully asserts that the language of the cited statute speaks for itself.

20. New Providence neither affirms nor denies the allegations of Paragraph 1183 as it contains a citation to N.J.S.A. 2A:35A-3.a., to which no answer is required. New Providence respectfully asserts that the language of the cited statute speaks for itself.

21. New Providence neither affirms nor denies the allegations of Paragraph 1184 as it contains a citation to N.J.S.A. 58:14-7 and 58:14-8, to which no answer is required. New Providence respectfully asserts that the language of the cited statute speaks for itself.

22. New Providence neither affirms nor denies the allegations of Paragraph 1185 as it contains a citation to N.J.S.A. 2A:35A-4a, to which no answer is required. New Providence respectfully asserts that the language of the cited statute speaks for itself.

23. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1186, and therefore leaves Third Party Plaintiffs to their proofs.

**WHEREFORE**, New Providence demands judgment dismissing with prejudice the Third Party Complaint "A" as against New Providence, awarding New Providence its attorney's fees and costs of suit, and granting such other further relief as the Court deems equitable, just and proper.

## **AS TO THE FOURTH COUNT**

### **(Nuisance)**

24. As regards Paragraph 1187, New Providence repeats its prior responses as if fully set forth at length herein.

25. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1188, and therefore leaves Third Party Plaintiffs to their proofs.

26. The allegations of Paragraphs 1189, 1190, 1191 and 1192 state conclusions of law, to which no responses are required of New Providence.

27. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 1193 and 1194, and therefore leaves Third Party Plaintiffs to their proofs.

28. New Providence denies the allegations of Paragraph 1195 as they pertain to it, and lacks knowledge or information sufficient to form a belief as to the truth of these allegations to the extent they pertain to other defendants/third party defendants.

**WHEREFORE**, New Providence demands judgment dismissing with prejudice the Third Party Complaint "A" as against New Providence, awarding New Providence its attorney's fees and costs of suit, and granting such other further relief as the Court deems equitable, just and proper.

## **AS TO FIFTH COUNT**

### **(Breach of the Public Trust)**

29. As regards Paragraph 1196, New Providence repeats its prior responses as if set forth at length herein.

30. New Providence neither affirms nor denies the allegations of Paragraph 1197 as it contains a citation to N.J.S.A. 58:10-23.11a, to which no answer is required. New Providence respectfully asserts that the language of the cited statute speaks for itself.

31. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 1198, 1199, 1200, 1201 and 1202, and therefore leaves Third Party Plaintiffs to their proofs.

32. The allegations of Paragraphs 1203 and 1204 state conclusions of law, to which no responses are required of New Providence.

33. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1205, and therefore leaves Third Party Plaintiffs to their proofs.

34. The allegations of Paragraphs 1206 and 1207 state conclusions of law, to which no responses are required of New Providence.

35. New Providence lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217 and 1218, and therefore leaves Third Party Plaintiffs to their proofs.

36. The allegations of Paragraphs 1219, 1220, 1221 and 1222 state conclusions of law, to which no responses are required of New Providence.

37. The Township lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraphs 1223, 1224, 1225, 1226, 1227, 1228 and 1229, and therefore leaves Third Party Plaintiffs to their proofs.

**WHEREFORE**, New Providence demands judgment dismissing with prejudice the Third-Party Complaint "A" as against New Providence, awarding New Providence its attorney's

fees and costs of suit, and granting such other further relief as the Court deems equitable, just and proper.

### **SEPARATE DEFENSES**

#### **FIRST SEPARATE DEFENSE**

Third Party Complaint "A" fails to state a claim upon which relief can be granted.

#### **SECOND SEPARATE DEFENSE**

New Providence is not in any way responsible for any hazardous substance discharged at the Site.

#### **THIRD SEPARATE DEFENSE**

The acts or omissions complained of in Third Party Complaint "A" were performed by third parties over whom New Providence had no control.

#### **FOURTH SEPARATE DEFENSE**

Third Party Complaint "A" is barred by application of the doctrines of waiver, estoppel and laches.

#### **FIFTH SEPARATE DEFENSE**

Third Party Complaint "A" is barred by application of the doctrine of unclean hands.

#### **SIXTH SEPARATE DEFENSE**

Without admitting any liability herein, New Providence is only liable, if at all, for the divisible share of the alleged injury and harm complained of by Third Party Plaintiffs, if any, corresponding to the relationship of New Providence to such alleged injury or harm, if any.

#### **SEVENTH SEPARATE DEFENSE**

At all times relevant to this matter, New Providence acted with due care, complied with all applicable statutory, regulatory and common law requirements concerning the reporting,



handling, and remediation of any hazardous substances or waste, and otherwise conducted its operations responsibly under the circumstances.

#### **EIGHTH SEPARATE DEFENSE**

The acts or omissions, if any, of New Providence have not been the actual cause, a contributing cause, or a substantial factor in causing the alleged injury and harm alleged in the Complaint or Third Party Complaint.

#### **NINTH SEPARATE DEFENSE**

New Providence has not engaged in any ultra-hazardous or abnormally dangerous activity near, on or at the Site.

#### **TENTH SEPARATE DEFENSE**

New Providence is not liable to the Third Party Plaintiffs, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

#### **ELEVENTH SEPARATE DEFENSE**

Third Party Plaintiffs' claims are barred as they have failed to timely serve proper notice upon New Providence, as required by N.J.S.A. 59:8-1, et seq.

#### **TWELFTH SEPARATE DEFENSE**

Third Party Complaint "A" must be dismissed for failure to join necessary and indispensable "responsible parties."

#### **THIRTEENTH SEPARATE DEFENSE**

Defendants/Third Party Plaintiffs lack standing to assert the claims made in Third Party Complaint "A."

#### **FOURTEENTH SEPARATE DEFENSE**

Without admitting any liability, if it is determined that New Providence engaged in any of the activities alleged in Third-Party Complaint "A," such activities were de minimis in nature.

#### **FIFTEENTH SEPARATE DEFENSE**

The claims asserted in Third-Party Complaint "A" are barred by applicable statutes of limitation and other periods of limitation.

#### **SIXTEENTH SEPARATE DEFENSE**

To the extent that New Providence is found liable in this matter, joint and several liability is inappropriate because there are distinct harms or a reasonable basis of apportionment of the harm suffered.

#### **SEVENTEENTH SEPARATE DEFENSE**

At all times relevant, New Providence complied with all applicable laws, regulations or standards and government approvals.

#### **EIGHTEENTH SEPARATE DEFENSE**

Plaintiffs and Defendants/Third Party Plaintiffs failed to provide notice to New Providence that it was considered a potentially responsible party prior to undertaking remediation of the Site, which has precluded New Providence from commenting upon or participation in the selection of the remedy to be employed. This has resulted in the deprivation of New Providence's substantive and procedural due process rights under the United States and New Jersey Constitutions.

#### **NINETEENTH SEPARATE DEFENSE**

Plaintiffs' and Defendants/Third Party Defendants' Complaints include costs not yet expended. The New Jersey Spill Compensation and Control Act ("Spill Act"), N.J.S.A. 58:10-

223.11, et seq., does not authorize the recovery of future costs by Plaintiffs and Defendants/Third Party Plaintiffs. Therefore, any claims for future costs are premature and not yet ripe for adjudication.

#### **TWENTIETH SEPARATE DEFENSE**

New Providence is not a "responsible party" under the Spill Act.

#### **TWENTY-FIRST SEPARATE DEFENSE**

Certain of the costs incurred or to be incurred by the Plaintiffs and/or Defendants/Third Party Defendants in connection with the Site are not "response costs," which may be recoverable from New Providence, within the meaning of 42 U.S.C. § 9601 (23), (24) and (25), as applied to the Spill Act.

#### **TWENTY-SECOND SEPARATE DEFENSE**

Certain of the actions taken to date by Plaintiffs and/or Defendants/Third-Party Plaintiffs, for which Third-Party Plaintiffs are making a claim against New Providence, were not consistent with the National Contingency Plan because, among other things, New Providence was not provided with notice or an opportunity to comment on the site remediation.

#### **TWENTY-THIRD SEPARATE DEFENSE**

Third-Party Plaintiffs have not paid more than their fair share of any damages costs or other relief sought by the Plaintiffs, New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund. As a result, they are, therefore, not entitled to statutory or common law contribution from New Providence.

#### **TWENTY-FOURTH SEPARATE DEFENSE**

Third Party Plaintiffs have failed to exhaust all administrative remedies.

#### **TWENTY-FIFTH SEPARATE DEFENSE**

Any wrongful conduct alleged in the Third Party Complaint "A" resulted from and was proximately caused by the conduct of persons other than New Providence or by the conduct of persons over whom New Providence had no control, or by the superseding intervention, criminal, illegal or tortious acts of others outside the control of New Providence.

#### **TWENTY-SIXTH SEPARATE DEFENSE**

Any damages were caused by an Act of God.

#### **TWENTY-SEVENTH SEPARATE DEFENSE**

Plaintiffs' and Defendants/Third Party Defendants' costs incurred or to be incurred at the Site are unreasonable, duplicative, not cost effective, and not consistent with the National Contingency Plan.

#### **TWENTY-EIGHT SEPARATE DEFENSE**

The allegations of Third Party Complaint "A" represent an unauthorized retroactive application of the Spill Act and other applicable case law.

#### **TWENTY-NINTH SEPARATE DEFENSE**

New Providence has at all times acted in good faith.

#### **THIRTIETH SEPARATE DEFENSE**

To the extent that this action is brought pursuant to the Spill Act, New Providence is not liable because any release or threat of release of any hazardous substance was an omission of a third party other than an employee or agent of New Providence. New Providence exercised due care with respect to any such alleged hazardous substance in light of all relevant facts and circumstances. New Providence took precautions against foreseeable acts or omissions of any

such third party and the consequences that could foreseeably result from such acts or omissions. Consequently, New Providence is not liable under the Spill Act.

#### **THIRTY-FIRST SEPARATE DEFENSE**

In the event Plaintiffs' and Defendants/Third Party Plaintiffs' claims are not barred by their own conduct, then any recovery by these parties should be reduced in the proportion that such parties' acts or omissions bear upon the acts or omissions that caused the alleged injuries or damages.

#### **THIRTY-SECOND SEPARATE DEFENSE**

Plaintiffs and Defendants/Third Party Plaintiffs have failed to comply with the necessary conditions precedent for the maintenance of a claim under the Spill Act.

#### **THIRTY-THIRD SEPARATE DEFENSE**

New Providence exercised reasonable care under all the circumstances herein. Consequently, it is not liable to Plaintiffs or Defendants/Third Party Plaintiffs under the common law or any statutory theory of recovery averred herein.

#### **THIRTY-FOURTH SEPARATE DEFENSE**

Plaintiffs and Defendants/Third Party Plaintiffs' claims for relief are time barred by the terms of the Spill Act.

#### **THIRTY-FIFTH SEPARATE DEFENSE**

Third Party Plaintiffs' claims against New Providence are barred, in whole or in part, by Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3) because any releases or threats of releases of hazardous substances including those allegedly attributable to New Providence, an allegation New Providence denies, were caused by the acts or omissions of third parties other than New Providence's employees or agents, or other than ones with whom New Providence has

a direct or indirect contractual relationship, and New Providence exercised due care with respect to any alleged hazardous substances taking into consideration the characteristics thereof, in light of all the relevant facts and circumstances and took precautions against foreseeable acts or omissions of any such third party and the consequences that could foreseeably result from such act or omissions.

#### **THIRTY-SIXTH SEPARATE DEFENSE**

Third Party Plaintiffs are not entitled to recover attorney's fees or costs, or fees of litigation, against New Providence.

#### **THIRTY-SEVENTH SEPARATE DEFENSE**

Third Party Plaintiffs are not entitled to recovery for any alleged unjust enrichment against New Providence, as there exists an adequate remedy at law to redress Third Party Plaintiffs' claims.

#### **THIRTY-EIGHT SEPARATE DEFENSE**

Third Party Plaintiffs' claims are barred by the statutory defenses to liability provided by the Spill Act.

#### **THIRTY-NINTH SEPARATE DEFENSE**

Third Party Plaintiffs' claims are barred to the extent they seek relief for conduct occurring or damage incurred before the effective date of the Spill Act.

#### **FORTIETH SEPARATE DEFENSE**

Third Party Plaintiff's claims are barred to the extent they seek recovery for any punitive damages against New Providence, as such claims are barred by public policy and applicable laws.

#### **FORTY-FIRST SEPARATE DEFENSE**

To the extent that Third Party Plaintiffs' claims against New Providence are subject to contribution or any reduction or offset from other parties, any damages recovered against New Providence shall be reduced accordingly.

#### **FORTY-SECOND SEPARATE DEFENSE**

Any alleged liability of New Providence, which New Providence denies, is secondary, indirect, passive, vicarious and or constructive.

#### **FORTY-THIRD SEPARATE DEFENSE**

New Providence asserts and adopts all other defenses which have been or will be asserted at any time by any other party or third party defendant, to the extent said defenses are applicable to it.

#### **FORTY-FOURTH SEPARATE DEFENSE**

New Providence reserves the right to supplement and amend this Answer by asserting such additional defenses as further investigation reveals to be necessary and appropriate.

**WHEREFORE**, New Providence demands judgment dismissing with prejudice the Third Party Complaint "A" as against New Providence, awarding New Providence its attorney's fees and costs of suit, and granting such other further relief as the Court deems equitable, just and proper.

#### **CROSS-CLAIMS AGAINST DEFENDANTS/THIRD-PARTY DEFENDANTS AND COUNTERCLAIMS AGAINST THIRD-PARTY PLAINTIFFS**

New Providence, by way of cross-claim against Defendants/Third Party Defendants and counterclaim against Third Party Plaintiffs, hereby says the following:

## **FIRST COUNT**

### **(Contribution)**

While New Providence denies it is responsible in any way for the acts or omissions alleged by Plaintiffs or Third Party Plaintiffs, if there is a finding of liability on its part, then New Providence is entitled to contribution from all "responsible parties" and co-defendants, in accordance with the New Jersey Comparative Negligence Act, N.J.S.A. 2A:15-5.1, et seq., and/or the Uniform Contribution Among Joint Tortfeasors Act, N.J.S.A. 2A:53A-1, et seq. and otherwise as a matter of law.

**WHEREFORE**, New Providence demands judgment from all co-defendants for:

- (a) the amount of any judgment which may be recovered against New Providence or in favor of Third Party Plaintiffs;
- (b) damages;
- (c) costs, interest and attorneys' fees; and
- (d) such other and further relief as the Court deems equitable, just and proper.

## **SECOND COUNT**

### **(Indemnification)**

While New Providence denies it is responsible for any of the acts or omissions alleged by Plaintiffs or Third Party Plaintiffs, if there is a finding of liability on its part, New Providence's liability is only passive, secondary, constructive, vicarious or imputed in nature and is the result of the primary, direct and active negligence and/or other actions or inactions of all of the co-defendants, and New Providence is therefore entitled to indemnification from all co-defendants.

**WHEREFORE**, New Providence demands judgment from all co-defendants for:



- (a) the amount of any judgment which may be recovered against New Providence or in favor of Third Party Plaintiffs;
- (b) damages;
- (c) costs, interest and attorneys' fees; and
- (d) such other and further relief as the Court deems equitable, just and proper.

**COUNTERCLAIMS AND CROSS-CLAIMS**

In accordance with Case Management Order V, New Providence is not asserting any other counterclaims or cross-claims at this time and fully reserves all of its rights to do so as specified by the Court's Order and subsequent such Orders.

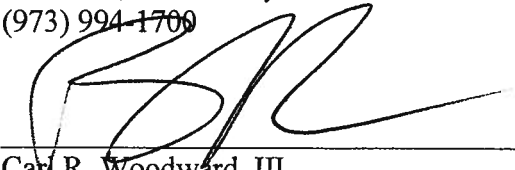
**DESIGNATION OF TRIAL COUNSEL**

In accordance with R. 4:25-4, Carl R. Woodward, III is designated as trial counsel for New Providence.

CARELLA, BYRNE, CECCHI, OLSTEIN,  
BRODY & OLSTEIN  
5 Becker Farm Road  
Roseland, New Jersey 07068  
(973) 994-1700

February 2, 2010

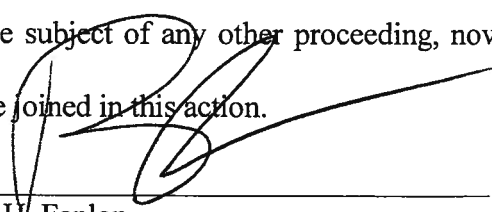
By:

  
\_\_\_\_\_  
Carl R. Woodward, III  
Brian H. Fenlon  
Attorneys for Third-Party Defendant  
Borough of New Providence

**CERTIFICATION PURSUANT TO R. 4:5-1**

I, Brian H. Fenlon, certify pursuant to R. 4:5-1 that, to the best of my knowledge, information and belief, the matter in controversy is not the subject of any other proceeding, now pending or contemplated, and that no other parties should be joined in this action.

February 2, 2010

  
\_\_\_\_\_  
Brian H. Fenlon

**CERTIFICATION OF FILING**

I, Brian H. Fenlon, certify that an original and one copy of the within Answer and Separate Defenses have been sent via Federal Express for filing to the Clerk of the Superior Court of New Jersey, Law Division, Essex County, Veteran's Courthouse, 50 W. Market Street, Newark, New Jersey 07102. A copy of same has been sent via regular mail to Third Party Plaintiffs' attorneys as follows:

William L. Warren, Esq.  
Drinker, Biddle & Reath, LLP  
105 College Road East, Suite 300  
Princeton, New Jersey 08542-0627

Thomas E. Starnes, Esq.  
Andrews Kurth, LLP  
1350 I Street, NW, Suite 1100  
Washington, D.C. 20005

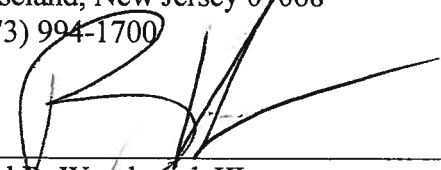
On the date listed below, I caused a copy of same to be served by first class mail on counsel of record listed on the attached service list.

I further certify that a copy of said documents has been placed on the electronic platform provided by Defendants (<http://njdepvocc.sfile.com>).

CARELLA, BYRNE, CECCHI, OLSTEIN,  
BRODY & AGNELLO, P.C.  
5 Becker Farm Road  
Roseland, New Jersey 07068  
(973) 994-1700

February 2, 2010

By:

  
\_\_\_\_\_  
Carl R. Woodward, III  
Brian H. Fenlon  
Attorneys for Third Party Defendant  
Borough of New Providence

#385497

**Third-Party Defendants for Regular Service as of January 5, 2010**

<b>NAMED THIRD-PARTY DEFENDANT</b>	<b>THIRD-PARTY COMPLAINT</b>	<b>NOTICE OF APPEARANCE: COUNSEL OF RECORD</b>
City of Clifton	A	Thomas M. Egan, Esq. Assistant Municipal Attorney City of Clifton Law Department 900 Clifton Avenue Clifton, NJ 07013 973.470.5817 973.470.5254 - fax tegan@cliftonnj.org
City of Orange	A	John P. McGovern Assistant City Attorney City of Orange Township 29 North Day St. Orange, NJ 07050 973.266.4197 973.674.2021 - fax jmcgovern@ci.orange.nj.us
Clean Earth of North Jersey, Inc.	B	Eric S. Aronson Greenberg Traurig, LLP 200 Park Avenue Florham Park, NJ 07932 973.360.7900 973.301.8410 - fax aronsone@gtlaw.com
Passaic Pioneers Properties Company	B	John A. Daniels Daniels & Daniels LLC 6812 Park Ave. Guttenberg, NJ 07093 202.868.1868 201.868.2122 - fax jad1903@gmail.com
Roman Asphalt Corporation	B	Michael V. Calabro Law Offices of Michael V. Calabro 466 Bloomfield Ave., Suite 200 Newark, NJ 07107 973.482.1085 973.482.7930 - fax michaelvcalabro@verizon.net
Township of Irvington	A	Gustavo Garcia Municipal Attorney Township of Irvington Irvington Municipal Building Civic Square Irvington, NJ 07111 973.399.6637 973.399.6723 - fax