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ATTORNEYS FOR THIRD-PARTY DEFENDANT PRAXAIR, INC.

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION, THE
COMMISSIONER OF THE NEW JERSEY
ENVIRONMENTAL PROTECTION AGENCY,
and THE ADMINISTRATOR OF THE NEW
JERSEY SPILL COMPENSATION FUND,

Plaintiffs,

vs.

OCCIDENTAL CHEMICAL CORPORATION,
TIERRA SOLUTIONS, INC., MAXUS ENERGY
CORPORATION, REPSOL YPF, S.A., YPF, S.A.,
YPF HOLDINGS, INC. and CLH HOLDINGS,

Defendants,

MAXUS ENERGY CORPORATION and
TIERRA SOLUTIONS, INC.,

Third-Party Plaintiffs,

vs.

3M COMPANY,
A.C.C., INC.,
ACH FOOD COMPANIES, INC.,
ACTIVE OIL SERVICE,
ADCO CHEMICAL COMPANY,
AGC CHEMICALS AMERICAS, INC.,
ALDEN-LEEDS, INC.,
ALLIANCE CHEMICAL, INC.,
ALUMAX MILL PRODUCTS, INC.,
AMCOL REALTY CO.,
AMERICAN INKS AND COATINGS CORPORATION,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO. L-9868-05 (PASR)

CIVIL ACTION

**PRAXAIR INC.'S ANSWER TO
THIRD-PARTY COMPLAINT "B"**

APEXICAL, INC.,
APOLAN INTERNATIONAL, INC.,
ARKEMA, INC.,
ASHLAND INC.,
ASHLAND INTERNATIONAL HOLDINGS, INC.,
ASSOCIATED AUTO BODY & TRUCKS, INC.,
ATLAS REFINERY, INC.,
AUTOMATIC ELECTRO-PLATING CORP.,
AKZO NOBEL COATINGS, INC.,
BASF CATALYSTS LLC,
BASF CONSTRUCTION CHEMICALS INC.,
BASF CORPORATION,
BAYER CORPORATION,
BEAZER EAST, INC.,
BELLEVILLE INDUSTRIAL CENTER,
BENJAMIN MOORE & COMPANY,
BEROL CORPORATION,
B-LINE TRUCKING, INC.,
BORDEN & REMINGTON CORP.,
C.S. OSBORNE & CO.,
CAMPBELL FOUNDRY COMPANY,
CASCHEM, INC.,
CBS CORPORATION,
CELANESE LTD.,
CHEMICAL COMPOUNDS INC.,
CHEMTURA CORPORATION,
CLEAN EARTH OF NORTH JERSEY, INC.,
COSMOPOLITAN GRAPHICS CORPORATION,
CIBA CORPORATION,
COLTEC INDUSTRIES INC.,
COLUMBIA TERMINALS, INC.,
COMO TEXTILE PRINTS, INC.,
CONAGRA PANAMA, INC.,
CONOPCO, INC.,
CONSOLIDATED RAIL CORPORATION,
COOK & DUNN PAINT CORPORATION,
COSAN CHEMICAL CORPORATION,
COVANTA ESSEX COMPANY,
CRODA, INC.,
CRUCIBLE MATERIALS CORPORATION,
CURTISS-WRIGHT CORPORATION,
CWC INDUSTRIES, INC.,
DARLING INTERNATIONAL, INC.,
DAVANNE REALTY CO.,

DELEET MERCHANDISING CORPORATION,
DELVAL INK AND COLOR,
INCORPORATED,DILORENZO PROPERTIES
COMPANY, L.P.,
E.I. DU PONT DE NEMOURS AND COMPANY,
EASTMAN KODAK COMPANY,
EDEN WOOD CORPORATION,
ELAN CHEMICAL COMPANY, INC.,
EM SERGEANT PULP & CHEMICAL CO.,
EMERALD HILTON DAVIS, LLC,
ESSEX CHEMICAL CORPORATION,
EXXON MOBIL
F.E.R. PLATING, INC.,
FINE ORGANICS CORPORATION,
FISKE BROTHERS REFINING COMPANY,
FLEXON INDUSTRIES CORPORATION,
FLINT GROUP INCORPORATED,
FORT JAMES CORPORATION,
FOUNDRY STREET CORPORATION,
FRANKLIN-BURLINGTON PLASTICS, INC.,
GARFIELD MOLDING COMPANY, INC.,
GENERAL CABLE INDUSTRIES, INC.;
GENERAL DYNAMICS CORPORATION,
GENERAL ELECTRIC COMPANY,
GENTEK HOLDING LLC,
GIVAUDAN FRAGRANCES CORPORATION,
G. J. CHEMICAL CO.,
GOODY PRODUCTS, INC.,
GORDON TERMINAL SERVICE CO. OF N.J., INC.,
HARRISON SUPPLY COMPANY,
HARTZ MOUNTAIN CORPORATION,
HAVENICK ASSOCIATES L.P.,
HEXCEL CORPORATION,
HEXION SPECIALTY CHEMICALS, INC.,
HOFFMANN-LA ROCHE INC.,
HONEYWELL INTERNATIONAL INC.,
HOUGHTON INTERNATIONAL INC.,
HUDSON TOOL & DIE COMPANY, INC,
HY-GRADE ELECTROPLATING CO.,
ICI AMERICAS INC.,
INNOSPEC ACTIVE CHEMICALS LLC,
INX INTERNATIONAL INK CO.,
ISP CHEMICALS INC.,
ITT CORPORATION,

KEARNY SMELTING & REFINING CORP.,
KAO BRANDS COMPANY,
KOEHLER-BRIGITT STAR, INC.,
LINDE, INC.,
LUCENT TECINOLOGIES, INC.,
MACE ADHESIVES & COATINGS COMPANY, INC.,
MALLINCKRODT INC.,
MERCK & CO., INC.,
METAL MANAGEMENT NORTHEAST, INC.,
MI HOLDINGS, INC.,
MILLER ENVIRONMENTAL GROUP, INC.,
MORTON INTERNATIONAL, INC.,
N L INDUSTRIES, INC.,
NAPPWOOD LAND CORPORATION,
NATIONAL FUEL OIL, INC.,
NATIONAL-STANDARD, LLC,
NELL-JOY INDUSTRIES, INC.,
NESTLE U.S.A., INC.,
NEW JERSEY TRANSIT CORPORATION,
NEWS AMERICA, INC.,
NEWS PUBLISHING AUSTRALIA LIMITED,
NORPAK CORPORATION,
NOVELIS CORPORATION,
ORANGE AND ROCKLAND UTILITIES, INC.,
OTIS ELEVATOR COMPANY,
PRC-DESOTO INTERNATIONAL, INC.,
PASSAIC PIONEERS PROPERTIES COMPANY,
PFIZER INC.,
PHARMACIA CORPORATION,
PHELPS DODGE INDUSTRIES, INC.,
PHILBRO, INC.,
PITT-CONSOL CHEMICAL COMPANY,
PIVOTAL UTILITY HOLDINGS, INC.,
PPG INDUSTRIES, INC.,
PRC-DESOTO INTERNATIONAL, INC.,
PRAXAIR, INC.,
PRECISION MANUFACTURING GROUP, LLC,
PRENTISS INCORPORATED,
PROCTER & GAMBLE MANUFACTURING COMPANY,
PRYSMIAN COMMUNICATIONS CABLES AND
SYSTEMS USA LLC,
PSEG FOSSIL LLC,
PUBLIC SERVICE ELECTRIC AND GAS COMPANY,
PURDUE PHARMA TECHNOLOGIES, INC.,

QUALA SYSTEMS, INC.,
QUALITY CARRIERS, INC.,
RECKITT BENCKISER, INC.,
REICHHOLD, INC.,
REVERE SMELTING & REFINING CORPORATION,
REXAM BEVERAGE CAN COMPANY,
ROMAN ASPHALT CORPORATION,
ROYCE ASSOCIATES, A LIMITED PARTNERSHIP,
R.T. VANDERBILT COMPANY, INC.,
RUTHERFORD CHEMICALS LLC,
S&A REALTY ASSOCIATES, INC.,
SCHERING CORPORATION,
SEQUA CORPORATION,
SETON COMPANY,
SIEMENS WATER TECHNOLOGIES CORP.
SINGER SEWING COMPANY
SPECTRASERV, INC.,
STWB, INC.,
SUN CHEMICAL CORPORATION,
SVP WORLDWIDE, LLC,
TATE & LYLE INGREDIENTS AMERICAS, INC.,
TEVA PHARMACEUTICALS USA, INC.,
TEVAL CORP.,
TEXTRON INC.,
THE DIAL CORPORATION,
THE DUNDEE WATER POWER AND LAND COMPANY,
THE NEWARK GROUP, INC.,
THE OKONITE COMPANY, INC.,
THE SHERWIN-WILLIAMS COMPANY,
THE STANLEY WORKS,
THE VALSPAR CORPORATION,
THIRTY-THREE QUEEN REALTY INC.,
THREE COUNTY VOLKSWAGEN CORPORATION,
TIDEWATER BALING CORP.,
TIFFANY & CO.,
TIMCO, INC.,
TRIMAX BUILDING PRODUCTS, INC.,
TROY CHEMICAL CORPORATION, INC.,
UNIVERSAL OIL PRODUCTS COMPANY,
V. OTTILIO & SONS, INC.,
VELSICOL CHEMICAL CORPORATION,
VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.,
VERTELLUS SPECIALTIES INC.,
VITUSA CORP.,

VULCAN MATERIALS COMPANY,
W.A.S. TERMINALS CORPORATION,
W.A.S. TERMINALS, INC.,
W.C. INDUSTRIES,
WHITTAKER CORPORATION,
WIGGINS PLASTICS, INC.,
ZENECA INC.,

Third-Party Defendants.

PRAXAIR INC.'S ANSWER TO THIRD-PARTY COMPLAINT "B"

Third-Party Defendant Praxair, Inc. ("Praxair"), by and through its undersigned counsel, and in accordance with this Court's Case Management Order V, Section 9, entered April 16, 2009 ("CMO V"), hereby answers the Third-Party Complaint "B" by Defendants/Third-Party Plaintiffs Maxus Energy Corporation and Tierra Solutions, Inc. ("Third-Party Plaintiffs"), as follows:

GENERALLY

1. Praxair denies each and every allegation contained in Third Party Complaint "B" that is not otherwise herein addressed, including, without limitation, any allegations concerning the relief sought in the First Count and the Second Count and all headings and titles used in Third-Party Complaint "B".

AS TO PROCEDURAL BACKGROUND

(Paragraphs 1 through 15)

2. Praxair responds that the referenced pleadings speak for themselves. No response is required pursuant to CMO V.

AS TO THE THIRD PARTY PLAINTIFFS

(Paragraphs 16 through 18)

3. No response is required pursuant to CMO V.

AS TO THE THIRD PARTY DEFENDANTS

(Paragraphs 19 through 209)

4. To the extent that the allegations in Paragraphs 19 through 209 relate to other parties, no response is required pursuant to CMO V.
5. Praxair admits the allegations set forth in Paragraph 152.
6. The allegations in Paragraph 210 state a legal conclusion as to which no response is required.

AS TO DEFINITIONS

7. Paragraphs 211 through 236 contain definitions. No response is required pursuant to CMO V.

AS TO FACTUAL ALLEGATIONS

(Paragraphs 237 through 3445)

8. The referenced pleadings speak for themselves. No response is required pursuant to CMO V, except to the extent noted below.
9. Regarding Paragraph 2284 of the Third-Party “B” Complaint, Praxair admits only that it had owned property located at 360 Avenue P in Newark, New Jersey (“Newark Facility”). Praxair is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 2284.
10. Regarding Paragraph 2285 of the Third-Party “B” Complaint, Praxair admits that the Newark Facility was located on the east side of Avenue P. Praxair further admits only that the Newark Facility was located approximately ½ mile west of the Passaic River. Praxair is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 2285.

11. Praxair admits to the first sentence of Paragraph 2286 of the Third-Party “B” Complaint. Praxair denies that Linde Gases of the Mid-Atlantic, Inc. was a subsidiary of Linde Air Products Co., but admits that Praxair owned and operated a facility at the site for the manufacture and sale of acetylene and other industrial gases.

12. Praxair admits to the first two sentences of Paragraph 2287 of the Third-Party “B” Complaint. Praxair further admits only that Linde Gases of the Mid-Atlantic, Inc. owned and operated the Praxair site facility from December 1, 1988 through December 23, 1994.

13. Praxair admits to Paragraph 2288 of the Third-Party “B” Complaint.

14. Praxair admits to Paragraph 2289 of the Third-Party “B” Complaint.

15. Praxair denies Paragraph 2290 of the Third-Party “B” Complaint.

16. Regarding Paragraph 2291 of the Third-Party “B” Complaint, Praxair admits that it had operated a facility in Newark for the production of acetylene gas. Praxair further admits that, at various times during its operation of the Newark Facility, it had stored and/or utilized oxygen, liquid propane, nitrogen, argon, helium, carbon dioxide, nitrous oxide, and other materials. Praxair is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 2291.

17. Regarding Paragraph 2292 of the Third-Party “B” Complaint, Praxair admits only that it had stored and/or used 1,1,1-trichloroethane, acetone, ammonia, ammonium hydroxide, calcium carbide, chlorine, dimethylamine, ethylene glycol, ethylene oxide, ferric chloride, hydrogen chloride, hydrogen sulfide, methanol, methyl bromide, methyl chloride, methyl mercaptan, monomethyl amine, nitric oxide, phosgene, phosphine, potassium hydroxide, propylene oxide and trimethylamine. Praxair is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 2292.

18. Praxair denies the allegations set forth in Paragraph 2293 of the Third-Party “B” Complaint.

19. Regarding Paragraph 2294 of the Third-Party “B” Complaint, Praxair admits that it had used solvents and other material to clean gas storage cylinders at the Praxair Site. Praxair is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 2294.

20. Regarding Paragraph 2295 of the Third-Party “B” Complaint, Praxair admits that it had over two thousand acetylene cylinders stored and/or buried at the Newark Facility. Praxair further admits that over two thousand of the buried cylinders were removed and no hazardous substances were found to be present in the area. Praxair denies the remainder of the allegations in Paragraph 2295.

21. Regarding Paragraph 2296 of the Third-Party “B” Complaint, Praxair admits that the Newark Facility used and/or stored compression lubricants, pump oil, waste oil in above ground storage tanks. Praxair is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 2296.

22. Praxair denies the allegations set forth in Paragraph 2297 of the Third-Party “B” Complaint.

23. Praxair denies the allegations set forth in Paragraph 2298 of the Third-Party “B” Complaint.

24. Praxair denies the allegations set forth in Paragraph 2299 of the Third-Party “B” Complaint.

25. Regarding Paragraph 2300 of the Third-Party “B” Complaint, Praxair admits only that the January 1992 Remedial Investigation Report prepared for the Union Carbide

Corporation, Linde Division, ECRA Case No. 90254, specifies that sampling results from the transformers area at the Newark Facility demonstrate that the presence of PCBs has not significantly impacted the surrounding areas and that no further actions are proposed.

26. Praxair is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2301.

27. Praxair is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2302.

28. Praxair states that the allegations set forth in Paragraph 2303 of the Third-Party “B” Complaint seek a legal conclusion for which no response is required. To the extent any allegations are being made in Paragraph 2303, Praxair denies them.

AS TO FIRST COUNT

New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11.f.a.2(a)

29. Praxair incorporates by reference as if fully set forth herein its responses and denials as asserted in Paragraphs 1 through 28 herein.

30. Praxair is without knowledge or information sufficient to form a belief as to the truth of the matters stated in Paragraphs 3447 through 3448, and therefore denies the same.

31. Praxair denies that it is liable to Third-Party Plaintiffs for contribution. Praxair is without knowledge or information sufficient to form a belief as to the truth of the matters alleged in Paragraphs 3449 through 3451, and therefore denies the same.

AS TO SECOND COUNT

Statutory Contribution

32. Praxair incorporates by reference as if fully set forth herein its responses and denials as asserted in Paragraphs 1 through 31 herein.

33. Praxair denies that it is liable to Third-Party Plaintiffs for contribution. Praxair is without knowledge or information sufficient to form a belief as to the truth of the matters in Paragraphs 3452 through 3453, and therefore denies the same.

FIRST AFFIRMATIVE DEFENSE

34. The Third-Party Complaint is barred in whole or in part as it fails to state a cause of action against Praxair upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

35. Praxair is not a discharger or a person in any way responsible for a discharge under N.J.S.A. 58:10-23 *et seq.* (“Spill Act”) with respect to Newark Bay Complex and Passaic River.

THIRD AFFIRMATIVE DEFENSE

36. Claims of Third-Party Plaintiffs, their agents, employees, successors and assigns (“Third-Party Plaintiffs”) are barred, in whole or in part, by the statutory defenses to liability provided by the Spill Act and Water Pollution Control Act (“WPCA”).

FOURTH AFFIRMATIVE DEFENSE

37. Third-Party Plaintiffs have no Spill Act claim against Praxair because they have not cleaned up and/or removed a discharge of hazardous substances within the meaning of the Spill Act.

FIFTH AFFIRMATIVE DEFENSE

38. Third-Party Plaintiffs’ claims are barred by the entire controversy doctrine.

SIXTH AFFIRMATIVE DEFENSE

39. Some or all of Third-Party Plaintiffs do not have standing to sue.

SEVENTH AFFIRMATIVE DEFENSE

40. The damages sought by Third-Party Plaintiffs are wholly speculative, conjectural, unreasonable, excessive and/or arbitrary and capricious.

EIGHTH AFFIRMATIVE DEFENSE

41. Praxair cannot be liable for or be required to pay Third-Party Plaintiffs' damages that arise out of conduct lawfully undertaken in compliance with permits or other approvals issued by relevant government agencies, including the State and/or the United States and/or in compliance with applicable laws, regulations, rules, orders, ordinances, directives and common law, and other requirements of all foreign, federal, state and local government entities ("applicable Environmental Laws").

NINTH AFFIRMATIVE DEFENSE

42. The Third-Party Complaint is barred and/or is constitutionally impermissible to the extent that it seeks to impose retroactive liability for acts that were previously authorized or condoned by law including applicable Environmental Laws.

TENTH AFFIRMATIVE DEFENSE

43. Third-Party Plaintiffs' Complaint is barred to the extent that it seeks relief for damages incurred prior to the effective date of the Spill Act.

ELEVENTH AFFIRMATIVE DEFENSE

44. At all relevant times, Praxair complied with all applicable Environmental Laws, regulations, industry standards and ordinances, and otherwise conducted themselves reasonably, prudently, in good faith, and with due care for the rights, safety and property of others.

TWELFTH AFFIRMATIVE DEFENSE

45. The claims asserted against Praxair in the Complaint are barred because at all relevant times Praxair exercised due care with respect to hazardous substances, if any, that may have been handled at the subject property, took precautions against foreseeable acts or omissions of others and the consequences that could reasonably result from such acts or omissions, and because any release or threat of release of any hazardous substances, if any, and any costs or damages resulting therefrom, were caused solely by the negligence, acts or omissions of third parties over whom Praxair had no control, whether by, in whole or part, contract or otherwise, or any duty to control, including without limitation the State of New Jersey and its agencies and officials, and the United States and its agencies and officials.

THIRTEENTH AFFIRMATIVE DEFENSE

46. The Third-Party claims are barred in whole or in part by the doctrine of preemption.

FOURTEENTH THIRD AFFIRMATIVE DEFENSE

47. Third-Party Plaintiffs suffered no losses or injuries that were proximately caused by Praxair.

FIFTEENTH AFFIRMATIVE DEFENSE

48. Third-Party Plaintiffs' claims against Praxair are barred, in whole or in part, by the applicable Statute of Limitations, Statute of Repose, and/or the equitable doctrines of laches and estoppel.

SIXTEENTH AFFIRMATIVE DEFENSE

49. Third-Party Plaintiffs' claims are barred in whole or in part by the doctrines of accord and satisfaction, waiver, consent, estoppel, release and/or assumption of risk.

SEVENTEENTH AFFIRMATIVE DEFENSE

50. Third-Party Plaintiffs' claims are barred, in whole or in part, by the doctrine of "coming to the nuisance."

EIGHTEENTH AFFIRMATIVE DEFENSE

51. The claims for equitable contribution under the Spill Act in the Third-Party Complaint are barred because: (1) equity will not compel action that is impossible of performance; (2) equity will not exceed the rights of parties existing at law; (3) equity will not consciously become an instrument of injustice; and/or (4) equity will not permit double satisfaction.

NINETEENTH AFFIRMATIVE DEFENSE

52. Third-Party Plaintiffs' claims are barred, in whole or in part, by the doctrines of unclean hands, collateral estoppel, *res judicata*, and/or judicial estoppel including in connection with prior findings as to Third-Party Plaintiffs' intentional misconduct.

TWENTIETH AFFIRMATIVE DEFENSE

53. Third-Party Plaintiffs' claims are barred because the relief sought against Praxair, were it claimed directly by Plaintiffs, would amount to unlawful taxation.

TWENTY-FIRST AFFIRMATIVE DEFENSE

54. Third-Party Plaintiffs' claims against Praxair are subject to setoff and recoupment and therefore must be reduced accordingly.

TWENTY-SECOND AFFIRMATIVE DEFENSE

55. Praxair did not own or operate a "Major Facility" as defined by the Spill Act or the WPCA, N.J.S.A.

TWENTY-THIRD AFFIRMATIVE DEFENSE

56. Third-Party Plaintiffs' claims are barred, in whole or in part, by Third-Party Plaintiffs' failure to comply with the prerequisites to liability under the Spill Act including, without limitation to, Third-Party Plaintiffs have not incurred costs authorized by the Spill Act and Third-Party Plaintiffs have failed to direct cleanup and removal activities in accordance with the National Contingency Plan to the greatest extent possible.

TWENTY-FOURTH THIRD AFFIRMATIVE DEFENSE

57. Third-Party Plaintiffs' claims are barred because neither they nor Plaintiffs have incurred "costs of restoration and replacement ... of any natural resources damaged or destroyed by a discharge" under the Spill Act.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

58. Third-Party Plaintiffs have failed to join necessary and indispensable parties needed for a just adjudication of the claims asserted in this action, in whose absence complete relief can not be afforded the existing parties pursuant to *R. 4:28-1* including, without limit, State of New Jersey agencies and instrumentalities, including without limit Trustees for tidelands, and United States agencies and instrumentalities with liability under the Spill Act.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

59. Third-Party Plaintiffs' claims are not ripe for adjudication, inter alia, because Third-Party Plaintiffs have a joint liability to the Plaintiffs and have not paid more than their equitable share of the liability.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

60. Praxair denies that Third-Party Plaintiffs have suffered any harm whatsoever, but in the event that they did suffer any form of injury or damage cognizable under applicable Environmental Law, such injury was caused by the intervening acts, omissions, or superseding

acts of persons or entities over whom Praxair exercised no control and for whose conduct Praxair was not responsible including, without limit, unpermitted and storm event discharges from publicly owned treatment works.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

61. If Third-Party Plaintiffs sustained any injury or are entitled to any damages, such injury and damages were wholly, or in part, caused by Third-Party Plaintiffs' own acts or omissions, negligence, lack of due care and fault and/or that of Third-Party Plaintiffs' agents or employees. In the event that Third-Party Plaintiffs are found to have sustained any injury and are entitled to damages, Third-Party Plaintiffs' recovery against Praxair, if any, must be reduced by the proportionate damages caused by the acts and conduct of Third-Party Plaintiffs and/or its agents or employees.

TWENTY-NINTH AFFIRMATIVE DEFENSE

62. Although Praxair denies that it is liable for the contamination described in Third-Party Plaintiffs' Complaint, in the event it is found liable, Praxair is entitled to an offset against any such liability on its part for the equitable share of the liability of any person or entity not joined as a defendant in this action that would be liable to Third-Party Plaintiffs.

THIRTIETH AFFIRMATIVE DEFENSE

63. Under N.J.S.A. 2A:15-97, the amount of damages, if any, should be reduced by any amounts recovered from any other source.

THIRTY-FIRST AFFIRMATIVE DEFENSE

64. Third-Party Plaintiffs' claims are barred to the extent that the conduct of Praxair's alleged to give rise to liability in the Complaint is the subject of a release, covenant not to sue, or otherwise excused by Plaintiffs, including, without limit, through issuance of a no further action letter, consent order, settlement agreement or other applicable document.

THIRTY-SECOND AFFIRMATIVE DEFENSE

65. The disposal of waste, if any, which allegedly originated from Praxair, was undertaken in accordance with the then state of the art, the then accepted industrial practice and technology, and the then prevailing legal requirements.

THIRTY-THIRD AFFIRMATIVE DEFENSE

66. Any discharge that allegedly originated from Praxair, was investigated and remediated by a licensed professional and under the direct oversight of State and/or federal agencies with the then state of the art, the then accepted industrial practice and technology, and the then prevailing requirements.

THIRTY-FOURTH THIRD AFFIRMATIVE DEFENSE

67. Third-Party Plaintiffs are not entitled to recover costs incurred for cleanup actions not undertaken in coordination or conjunction with federal agencies.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

68. The damages Third-Party Plaintiffs seek, if awarded, would result in unjust enrichment to the Third-Party Plaintiffs.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

69. Third-Party Plaintiffs' claims are barred due to its own conduct in unilaterally, and without notice to Praxair, implementing clean-up plan(s) or taking other actions that resulted in the commingling of formerly divisible areas of environmental harm.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

70. Praxair's liability to Third-Party Plaintiffs, if any, is limited to Spill Act and contribution claims by Third Parties excludes any such claims which may properly be apportioned to parties pursuant to *Burlington Northern and Santa Fe Railway Co., et al. v.*

United States, et al., 556 U.S. ____; 129 S.Ct. 1870 (2009), and other comparable decisional law.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

71. Third-Party Plaintiffs cannot assert contribution claims against Praxair because the discharges for which the Plaintiffs are seeking relief are different from Praxair's alleged discharges.

THIRTY-NINTH AFFIRMATIVE DEFENSE

72. Third-Party Plaintiffs cannot seek contribution under the Joint Tortfeasors Contribution Law because Praxair is not liable for "the same injury" caused by Third-Party Plaintiffs' discharges and do not share a common liability to the State.

FORTIETH AFFIRMATIVE DEFENSE

73. Praxair incorporates by reference any affirmative defense asserted by other parties in this action to the extent such affirmation defenses are defenses to Third-Party Plaintiffs' claims and do not impose liability on Praxair.

FORTY-FIRST AFFIRMATIVE DEFENSE

74. Praxair reserves the right to assert and hereby invoke each and every Environmental Law defenses that may be available during the course of this action.

FORTY-SECOND AFFIRMATIVE DEFENSE

75. Third-Party Plaintiffs' claims are barred to the extent they seek to hold Praxair liable, in contribution, for any claims for which it would be a violation of public policy to hold Praxair liable, including but not limited to punitive damages and penalties.

FORTY-THIRD AFFIRMATIVE DEFENSE

76. Third-Party Plaintiffs' claims are barred, in whole or in part, because no actions or inactions by Praxair have resulted in any permanent impairment or damage to a natural resource.

FORTY-FOURTH THIRD AFFIRMATIVE DEFENSE

77. Third-Party Plaintiffs claims for contribution, whether under the Spill Act or the New Jersey statutory provisions for contribution (including N.J.S.A. 2A:53A-1 et seq.), are derivative of, and are therefore no greater than, Plaintiffs' claims against Third-Party Plaintiffs. Consequently, Third-Party Plaintiffs' claims against Praxair are barred to the extent of any legal extinguishments of actual or potential claims by the Plaintiffs against Praxair pertaining to the alleged environmental contamination (including natural resource damage) of any site(s) alleged by Third-Party Plaintiffs to be the subject of their contribution claims against Praxair. Examples of legal extinguishments that are or may be applicable to Praxair include, with respect to each such site:

- A. Any release or covenant not to sue granted by Plaintiffs to Praxair;
- B. Any settlement or other compromise between Plaintiffs and Praxair;
- C. Any expiration of the statute of limitations governing Plaintiffs' right to maintain a claim against Praxair;
- D. Any failure to join a claim relating to the "Newark Bay Complex" (as defined in the Third-Party Complaint) in a prior litigation between Plaintiffs and Praxair, which would result in relinquishment of such a claim by virtue of New Jersey's Entire Controversy Doctrine; and/or
- E. Any issuance by Plaintiffs to Praxair, directly or indirectly, of any "No Further Action" (a/k/a "NFA") determination, "Negative Declaration," or similar determination.

FORTY-FIFTH AFFIRMATIVE DEFENSE

78. Third-Party Plaintiffs' claims are barred because the relief sought against Praxair, were it claimed directly by Plaintiffs, would amount to a "taking" of Praxair's property in violation of its constitutional rights to due process and/or in violation of its rights under the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.

FORTY-SIXTH AFFIRMATIVE DEFENSE

79. Third-Party Plaintiffs' claims are barred to the extent the relief sought by Third-Party Plaintiffs in the Third-Party Complaint is at odds with Praxair's responsibilities to conduct ongoing environmental cleanups under oversight of the Plaintiffs at any site(s) alleged by Third-Party Plaintiffs to be the subject of their contribution claims against Praxair, thereby exposing Praxair to inconsistent responsibilities, penalties and liabilities, and the possibility of paying twice for the same actions (i.e., double recovery).

FORTY-SEVENTH AFFIRMATIVE DEFENSE

80. To the extent Praxair is acting or has acted to conduct environmental cleanup at any site(s) alleged by Third-Party Plaintiffs to be the subject of their contribution claims against Praxair, the claims for equitable contribution under the Spill Act in the Third-Party Complaint are barred because equity will not compel action that is already being undertaken and/or is unnecessary.

FORTY-EIGHTH AFFIRMATIVE DEFENSE

81. Without admitting liability, Praxair alleges that if it is found to have been engaged in any of the activities alleged in the Third-Party Complaint, such activities were *de minimis* and not the cause of any damages or other claims by Third-Party Plaintiffs.

COUNTER-CLAIMS, CROSS CLAIMS AND THIRD/FOURTH PARTY CLAIMS

82. No such claims are required to be asserted at this time and are expressly reserved pursuant to CMO V.

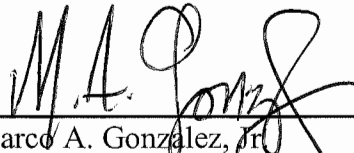
DESIGNATION OF TRIAL COUNSEL

83. In accordance with Rule 4:25-4 you are hereby notified that Marco A. Gonzalez, Jr. is assigned to try this case.

WHEREFORE, Third-Party Defendant Praxair respectfully requests that the Court enter an Order dismissing the Third-Party Complaint "B" with prejudice, and awarding costs, attorney fees and any other relief the Court deems just and proper.

Dated: March 5, 2009

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M.A. Gonzalez, Jr.", written over a horizontal line.

Marco A. Gonzalez, Jr.

DUANE MORRIS, LLP

Attorneys for Third-Party Defendant, Praxair Inc.

744 Broad Street, Suite 1200

Newark, New Jersey 07102

Tel: 973.424.2000

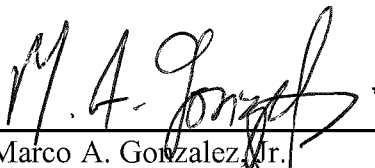
Fax: 973.424.2001

CERTIFICATION PURSUANT TO RULE 4:5-I(B)(2)

Pursuant to R. 4:5-I(b)(2), the undersigned hereby certifies that:

- a) The matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding and no action or arbitration proceeding is contemplated by the undersigned; and
- b) Since it is the legal position of the undersigned that the potential liability, if any, of a third party defendant for the claims set forth in the Third Party Complaint is several, only, there are no non-parties which should be joined in the action pursuant to R.4:28; but that
- c) In the event the Court shall determine that the potential liability of a third party defendant, if any, for the claims set forth in the Third Party Complaint is in any respect joint and several (which is denied), then all or some of the non-parties listed on the October, 2009 posting by O'Melveny and Myers may constitute non-parties who should be joined in the action pursuant to R. 4:28; and
- d) In the event, some or all of such non-parties are subject to joinder pursuant to R.4:29-I(b) because of potential liability to any party on the basis of the same transactional facts.

Dated: March 5, 2010



Marco A. Gonzalez, Jr.

DUANE MORRIS, LLP

Attorneys for Third-Party Defendant, Praxair Inc.

744 Broad Street, Suite 1200

Newark, New Jersey 07102

Tel: 973.424.2000

Fax: 973.424.2001

Marco A. Gonzalez, Jr., Esq.

DUANE MORRIS, LLP

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Newark, New Jersey 07102

Tel: 973.424.2000

Fax: 973.424.2001

ATTORNEY FOR THIRD-PARTY DEFENDANT PRAXAIR, INC.

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION, THE
COMMISSIONER OF THE NEW JERSEY
ENVIRONMENTAL PROTECTION AGENCY,
and THE ADMINISTRATOR OF THE NEW
JERSEY SPILL COMPENSATION FUND,

Plaintiffs,

vs.

OCCIDENTAL CHEMICAL CORPORATION,
TIERRA SOLUTIONS, INC., MAXUS ENERGY
CORPORATION, REPSOL YPF, S.A., YPF, S.A.,
YPF HOLDINGS, INC. and CLH HOLDINGS,

Defendants,

MAXUS ENERGY CORPORATION and
TIERRA SOLUTIONS, INC.,

Third-Party Plaintiffs,

vs.

3M COMPANY,
A.C.C., INC.,
ACH FOOD COMPANIES, INC.,
ACTIVE OIL SERVICE,
ADCO CHEMICAL COMPANY,
AGC CHEMICALS AMERICAS, INC.,
ALDEN-LEEDS, INC.,
ALLIANCE CHEMICAL, INC.,
ALUMAX MILL PRODUCTS, INC.,
AMCOL REALTY CO.,
AMERICAN INKS AND COATINGS CORPORATION,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO. L-9868-05 (PASR)

CIVIL ACTION

CERTIFICATE OF SERVICE

APEXICAL, INC.,
APOLAN INTERNATIONAL, INC.,
ARKEMA, INC.,
ASHLAND INC.,
ASHLAND INTERNATIONAL HOLDINGS, INC.,
ASSOCIATED AUTO BODY & TRUCKS, INC.,
ATLAS REFINERY, INC.,
AUTOMATIC ELECTRO-PLATING CORP.,
AKZO NOBEL COATINGS, INC.,
BASF CATALYSTS LLC,
BASF CONSTRUCTION CHEMICALS INC.,
BASF CORPORATION,
BAYER CORPORATION,
BEAZER EAST, INC.,
BELLEVILLE INDUSTRIAL CENTER,
BENJAMIN MOORE & COMPANY,
BEROL CORPORATION,
B-LINE TRUCKING, INC.,
BORDEN & REMINGTON CORP.,
C.S. OSBORNE & CO.,
CAMPBELL FOUNDRY COMPANY,
CASCHEM, INC.,
CBS CORPORATION,
CELANESE LTD.,
CHEMICAL COMPOUNDS INC.,
CHEMTURA CORPORATION,
CLEAN EARTH OF NORTH JERSEY, INC.,
COSMOPOLITAN GRAPHICS CORPORATION,
CIBA CORPORATION,
COLTEC INDUSTRIES INC.,
COLUMBIA TERMINALS, INC.,
COMO TEXTILE PRINTS, INC.,
CONAGRA PANAMA, INC.;
CONOPCO, INC.,
CONSOLIDATED RAIL CORPORATION,
COOK & DUNN PAINT CORPORATION,
COSAN CHEMICAL CORPORATION,
COVANTA ESSEX COMPANY,
CRODA, INC.,
CRUCIBLE MATERIALS CORPORATION,
CURTISS-WRIGHT CORPORATION,
CWC INDUSTRIES, INC.,
DARLING INTERNATIONAL, INC.,
DAVANNE REALTY CO.,

DELEET MERCHANDISING CORPORATION,
DELVAL INK AND COLOR,
INCORPORATED, DILORENZO PROPERTIES
COMPANY, L.P.,
E.I. DU PONT DE NEMOURS AND COMPANY,
EASTMAN KODAK COMPANY,
EDEN WOOD CORPORATION,
ELAN CHEMICAL COMPANY, INC.,
EM SERGEANT PULP & CHEMICAL CO.,
EMERALD HILTON DAVIS, LLC,
ESSEX CHEMICAL CORPORATION,
EXXON MOBIL
F.E.R. PLATING, INC.,
FINE ORGANICS CORPORATION,
FISKE BROTHERS REFINING COMPANY,
FLEXON INDUSTRIES CORPORATION,
FLINT GROUP INCORPORATED,
FORT JAMES CORPORATION,
FOUNDRY STREET CORPORATION,
FRANKLIN-BURLINGTON PLASTICS, INC.,
GARFIELD MOLDING COMPANY, INC.,
GENERAL CABLE INDUSTRIES, INC.,
GENERAL DYNAMICS CORPORATION,
GENERAL ELECTRIC COMPANY,
GENTEK HOLDING LLC,
GIVAUDAN FRAGRANCES CORPORATION,
G. J. CHEMICAL CO.,
GOODY PRODUCTS, INC.,
GORDON TERMINAL SERVICE CO. OF N.J., INC.,
HARRISON SUPPLY COMPANY,
HARTZ MOUNTAIN CORPORATION,
HAVENICK ASSOCIATES L.P.,
HEXCEL CORPORATION,
HEXION SPECIALTY CHEMICALS, INC.,
HOFFMANN-LA ROCHE INC.,
HONEYWELL INTERNATIONAL INC.,
HOUGHTON INTERNATIONAL INC.,
HUDSON TOOL & DIE COMPANY, INC.,
HY-GRADE ELECTROPLATING CO.,
ICI AMERICAS INC.,
INNOSPEC ACTIVE CHEMICALS LLC,
INX INTERNATIONAL INK CO.,
ISP CHEMICALS INC.,
ITT CORPORATION,

KEARNY SMELTING & REFINING CORP.,
KAO BRANDS COMPANY,
KOEHLER-BRIGITT STAR, INC.,
LINDE, INC.,
LUCENT TECINOLOGIES, INC.,
MACE ADHESIVES & COATINGS COMPANY, INC.,
MALLINCKRODT INC.,
MERCK & CO., INC.,
METAL MANAGEMENT NORTHEAST, INC.,
MI HOLDINGS, INC.,
MILLER ENVIRONMENTAL GROUP, INC.,
MORTON INTERNATIONAL, INC.,
N L INDUSTRIES, INC.,
NAPPWOOD LAND CORPORATION,
NATIONAL FUEL OIL, INC.,
NATIONAL-STANDARD, LLC,
NELL-JOY INDUSTRIES, INC.,
NESTLE U.S.A., INC.,
NEW JERSEY TRANSIT CORPORATION,
NEWS AMERICA, INC.,
NEWS PUBLISHING AUSTRALIA LIMITED,
NORPAK CORPORATION,
NOVELIS CORPORATION,
ORANGE AND ROCKLAND UTILITIES, INC.,
OTIS ELEVATOR COMPANY,
PRC-DESOTO INTERNATIONAL, INC.,
PASSAIC PIONEERS PROPERTIES COMPANY,
PFIZER INC.,
PHARMACIA CORPORATION,
PHELPS DODGE INDUSTRIES, INC.,
PHILBRO, INC.,
PITT-CONSOL CHEMICAL COMPANY,
PIVOTAL UTILITY HOLDINGS, INC.,
PPG INDUSTRIES, INC.,
PRC-DESOTO INTERNATIONAL, INC.,
PRAXAIR, INC.,
PRECISION MANUFACTURING GROUP, LLC,
PRENTISS INCORPORATED,
PROCTER & GAMBLE MANUFACTURING COMPANY,
PRYSMIAN COMMUNICATIONS CABLES AND
SYSTEMS USA LLC,
PSEG FOSSIL LLC,
PUBLIC SERVICE ELECTRIC AND GAS COMPANY,
PURDUE PHARMA TECHNOLOGIES, INC.,

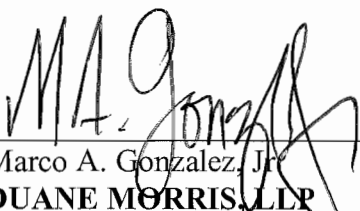
QUALA SYSTEMS, INC.,
QUALITY CARRIERS, INC.,
RECKITT BENCKISER, INC.,
REICHHOLD, INC.,
REVERE SMELTING & REFINING CORPORATION,
REXAM BEVERAGE CAN COMPANY,
ROMAN ASPHALT CORPORATION,
ROYCE ASSOCIATES, A LIMITED PARTNERSHIP,
R.T. VANDERBILT COMPANY, INC.,
RUTHERFORD CHEMICALS LLC,
S&A REALTY ASSOCIATES, INC.,
SCHERING CORPORATION,
SEQUA CORPORATION,
SETON COMPANY,
SIEMENS WATER TECHNOLOGIES CORP.
SINGER SEWING COMPANY
SPECTRASERV, INC.,
STWB, INC.,
SUN CHEMICAL CORPORATION,
SVP WORLDWIDE, LLC,
TATE & LYLE INGREDIENTS AMERICAS, INC.,
TEVA PHARMACEUTICALS USA, INC.,
TEVAL CORP.,
TEXTRON INC.,
THE DIAL CORPORATION,
THE DUNDEE WATER POWER AND LAND COMPANY,
THE NEWARK GROUP, INC.,
THE OKONITE COMPANY, INC.,
THE SHERWIN-WILLIAMS COMPANY,
THE STANLEY WORKS,
THE VALSPAR CORPRATION,
THIRTY-THREE QUEEN REALTY INC.,
THREE COUNTY VOLKSWAGEN CORPORATION,
TIDEWATER BALING CORP.,
TIFFANY & CO.,
TIMCO, INC.,
TRIMAX BUILDING PRODUCTS, INC.,
TROY CHEMICAL CORPORATION, INC.,
UNIVERSAL OIL PRODUCTS COMPANY,
V. OTTILIO & SONS, INC.,
VELSICOL CHEMICAL CORPORATION,
VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.,
VERTELLUS SPECIALTIES INC.,
VITUSA CORP.,

VULCAN MATERIALS COMPANY,
W.A.S. TERMINALS CORPORATION,
W.A.S. TERMINALS, INC.,
W.C. INDUSTRIES,
WHITTAKER CORPORATION,
WIGGINS PLASTICS, INC.,
ZENECA INC.,

Third-Party Defendants.

I hereby certify that on this date a copy of the Answer, Affirmative Defenses, *R. 4:5-1* Certification and Designation of Trial Counsel of Praxair, Inc., was served upon all counsel of record as set forth on the attached service list by timely posting the above-referenced pleadings on the Electronic Case Management Platform NJDEP, *et al. v. OCC, et al.*; Docket No. ESX-L-9868-05 (PASR) website, or by U.S. mail to those counsel of record who have not consented to electronic service.

Dated: March 5, 2009



Marco A. Gonzalez, Jr.
DUANE MORRIS, LLP
Attorney for Third-Party Defendant, Praxair Inc.
744 Broad Street, Suite 1200
Newark, New Jersey 07102
Tel: 973.424.2000
Fax: 973.424.2001

Third Party Defendant for Regular Service

Named Third-Party Defendant	Counsel of Record:
City of Clifton	Thomas M. Egan, Esquire Assistant Municipal Attorney City of Clifton Law Department 900 Clifton Avenue Clifton, New Jersey 07013
City of Orange	John P. McGovern, Esquire Assistant City Attorney City of Orange Township 29 North Day Street Orange, New Jersey 07050
Clean Earth of North Jersey, Inc.	Eric S. Aronson, Esquire Greenberg Traurig, LLP 200 Park Avenue Florham Park, New Jersey 07932
Passaic Pioneers Properties Company	John A. Daniels, Esquire Daniels & Daniels LLC 6812 Park Avenue Guttenberg, New Jersey 07093
Roman Asphalt Corporation	Michael V. Calabro Law Offices of Michael V. Calabro 466 Bloomfield Avenue, Suite 200 Newark, New Jersey 07107
Township of Irvington	Gustavo Garcia Municipal Attorney Township of Irvington Irvington Municipal Building Civil Square Irvington, New Jersey 07111

Third-Party Defendants for Electronic Service as of December 5, 2009

NAMED PARTY	THIRD-PARTY COMPLAINT
3M Company	B
ACH Food Companies, Inc.	B
AGC Chemicals Americas, Inc.	B
Akzo Nobel Coatings, Inc.	B
Alden-Leeds, Inc.	B
Alliance Chemical, Inc.	B
Alumax Mill Products, Inc.	B
American Cyanamid	D
Apexical, Inc.	B
APOLAN International, Inc.	B
Arkema, Inc.	B
Ashland Inc.	B
Ashland International Holdings, Inc.	B
Associated Auto Body & Trucks, Inc.	B
Atlas Refinery, Inc.	B
BASF Catalysts LLC	B
BASF Construction Chemicals Inc.	B
BASF Corporation	B
Bayer Corporation	B and D

Third-Party Defendants for Electronic Service as of December 5, 2009

Bayonne Industries, Inc.	D
Bayonne Municipal Utilities Authority	A
Beazer East, Inc.	B
Belleville Industrial Center	B
Benjamin Moore & Company	B
Berol Corporation	B
B-Line Trucking, Inc.	B
Borden & Remington Corp.	B
Borough of Carteret	A
Borough of East Rutherford	A
Borough of Elmwood Park	A
Borough of Fair Lawn	A
Borough of Fanwood	A
Borough of Franklin Lakes	A
Borough of Garwood	A
Borough of Glen Rock	A
Borough of Haledon	A
Borough of Hawthorne	A
Borough of Lodi	A
Borough of Mountainside	A

Third-Party Defendants for Electronic Service as of December 5, 2009

Borough of North Arlington	A
Borough of North Caldwell	A
Borough of Prospect Park	A
Borough of Roselle Park	A
Borough of Rutherford	A
Borough of Wallington	A
Borough of West Paterson	A
Borough of Wood-Ridge	A
BP Marine Americas, Inc.	D
C.S. Osborne & Co.	B
Campbell Foundry Company	B
CasChem, Inc.	B
CBS Corporation	B
Celanese Ltd.	B
Chemical Compounds Inc.	B
Chemical Waste Management, Inc.	D
Ciba Corporation	B
City of East Orange	A
City of Elizabeth	A
City of Garfield	A

Third-Party Defendants for Electronic Service as of December 5, 2009

City of Hackensack	A
City of Jersey City	A
City of Linden	A
City of Newark	A
City of Passaic	A
City of Rahway	A
City of Summit	A
Coltec Industries Inc.	B
Como Textile Prints, Inc.	B
ConAgra Panama, Inc.	B
Conopco, Inc.	B
Consolidated Rail Corporation	B
Cosan Chemical Corporation	B
Covanta Essex Company	B
Croda, Inc.	B
Curtiss-Wright Corporation	B
CWC Industries, Inc.	B
Cytec Industries, Inc.	C
Darling International, Inc.	B
Davanne Realty Co.	B

Third-Party Defendants for Electronic Service as of December 5, 2009

Delect Merchandising Corporation	B
DiLorenzo Properties Company, L.P.	B
Dow Chemical Co.	D
Duraport Realty One LLC	D
Duraport Realty Two LLC	D
E.I. du Pont de Nemours and Company	B
Eastman Kodak Company	B
Eden Wood Corporation	B
Elan Chemical Company, Inc.	B
EM Sergeant Pulp & Chemical Co.	B
Emerald Hilton Davis, LLC	B
EPEC Polymers, Inc.	D
Essex Chemical Corporation	B
Exxon Mobil	B
F.E.R. Plating, Inc.	B
Fine Organics Corporation	B
Fiske Brothers Refining Company	B
Flexon Industries Corporation	B
Flint Group Incorporated	B
Fort James Corporation	B

Third-Party Defendants for Electronic Service as of December 5, 2009

Franklin-Burlington Plastics, Inc.	B
G. J. Chemical Co.	B
Garfield Molding Company, Inc.	B
GATX Terminals Corp.	D
General Cable Industries, Inc.	B
General Dynamics Corporation	B
General Electric Company	B
Gentek Holding LLC	B
Getty Properties Corp.	C
Givaudan Fragrances Corporation	B
Goodrich Corporation	D
Goody Products, Inc.	B
Gordon Terminal Service Co. of N.J., Inc.	B
Harrison Supply Company	B
Hartz Mountain Corporation	B
Hess Corporation	D
Hexcel Corporation	B
Hexion Specialty Chemicals, Inc.	B
Hoffmann-La Roche Inc.	B
Honeywell International Inc.	B

Third-Party Defendants for Electronic Service as of December 5, 2009

Houghton International Inc.	B
Hudson Tool & Die Company, Inc.	B
ICI Americas Inc.	B
IMTT-Bayonne	D
Innospec Active Chemicals LLC	B
INX International Ink Co.	B
ISP Chemicals Inc.	B
ITT Corporation	B
Jersey City Municipal Utilities Authority	A
Joint Meeting of Essex and Union Counties	A
Kao Brands Company	B
Kinder Morgan Energy Partners, L.P.	D
Koehler-Bright Star, Inc.	B
Legacy Vulcan Corp.	C
Linde, Inc.	B
Linden Roselle Sewerage Authority	A
Lucent Technologies, Inc.	B
Mace Adhesives & Coatings Company, Inc.	B
Mallinckrodt Inc.	B
McKesson Corporation	D

Third-Party Defendants for Electronic Service as of December 5, 2009

McKesson EnviroSystems	D
Merck & Co., Inc.	B
Metal Management Northeast, Inc.	B
MI Holdings, Inc.	B
Miller Environmental Group, Inc.	B
Morton International, Inc.	B
Nappwood Land Corporation	B
National Fuel Oil, Inc.	B
National-Standard, LLC	B
Nestle U.S.A., Inc.	B
New Jersey Transit Corporation	B
News America, Inc.	B
News Publishing Australia Limited	B
NL Industries, Inc.	B
Norpak Corporation	B
Novelis Corporation	B
Orange and Rockland Utilities, Inc.	B
Otis Elevator Company	B
Passaic Valley Sewerage Commissioners	A
Pfizer Inc.	B

Third-Party Defendants for Electronic Service as of December 5, 2009

Pharmacia Corporation	B
Phelps Dodge Industries, Inc.	B
PhilBro, Inc.	B
Pitt-Consol Chemical Company	B
Pivotal Utility Holdings, Inc.	B
Port Authority of New York and New Jersey	A
Power Test Realty Co., L.P.	C
PPG Industries, Inc.	B
Praxair, Inc.	B
Precision Manufacturing Group, LLC	B
Prentiss Incorporated	B
Procter & Gamble Manufacturing Company	B
Prysmian Communications Cables and Systems USA LLC	B
PSEG Fossil LLC	B
Public Service Electric and Gas Company	B
Purdue Pharma Technologies, Inc.	B
Quala Systems, Inc.	B
Quality Carriers, Inc.	B
R.T. Vanderbilt Company, Inc.	B
Rahway Valley Sewerage Authority	A

Third-Party Defendants for Electronic Service as of December 5, 2009

Reckitt Benckiser, Inc.	B
Reichhold, Inc.	B
Revere Smelting & Refining Corporation	B
Rexam Beverage Can Company	B
Royce Associates, A Limited Partnership	B
Rutherford Chemicals LLC	B
S&A Realty Associates, Inc.	B
Safety-Kleen Corporation	D
Schering Corporation	B
Sequa Corporation	B
Seton Company	B
Shulton, Incorporated, USA	D
Siemens Water Technologies Corp.	B
Singer Sewing Company	B
Spectraserv, Inc.	B
STWB, Inc.	B
Sun Chemical Corporation	B
Sun Oil Co.	D
Sun Pipeline Co.	D
Sun Refining and Marketing Co.	D

Third-Party Defendants for Electronic Service as of December 5, 2009

Superior MPM LLC	D
Tate & Lyle Ingredients Americas, Inc.	B
Teva Pharmaceuticals USA, Inc.	B
Teval Corp.	B
Textron Inc.	B
The Dial Corporation	B
The Dundee Water Power and Land Company	B
The New Jersey Department of Agriculture	A
The New Jersey Department of Transportation	A
The Newark Group, Inc.	B
The Okonite Company, Inc.	B
The Sherwin-Williams Company	B
The Stanley Works	B
The State of New Jersey	A
The Valspar Corporation	B
Thirty-Three Queen Realty Inc.	B
Thomas & Betts Corp.	D
Three County Volkswagen Corporation	B
Tiffany & Co.	B
Town of Belleville	A

Third-Party Defendants for Electronic Service as of December 5, 2009

Town of Kearny	A
Town of Nutley	A
Town of Westfield	A
Town of Woodbridge	A
Township of Bloomfield	A
Township of Cedar Grove	A
Township of Clark	A
Township of Little Falls	A
Township of Livingston	A
Township of Lyndhurst	A
Township of Maplewood	A
Township of Millburn	A
Township of Montclair	A
Township of Saddle Brook	A
Township of Scotch Plains	A
Township of South Hackensack	A
Township of South Orange Village	A
Township of West Orange	A
Township of Wyckoff	A
TRMI-H LLC	C

Third-Party Defendants for Electronic Service as of December 5, 2009

Troy Chemical Corporation, Inc.	B
Universal Oil Products Company	B
Velsicol Chemical Corporation	B
Veolia ES Technical Solutions, L.L.C.	B
Vertellus Specialties Inc.	B
Village of Ridgewood	A
Vitusa Corp.	B
W.A.S. Terminals Corporation	B
W.A.S. Terminals, Inc.	B
Waste Management, Inc.	D
Whittaker Corporation	B
Wiggins Plastics, Inc.	B
Wyeth	D
Zeneca Inc.	B