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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, et al.,

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO. L-9868-05 (PASR)

CIVIL ACTION

**REICHHOLD, INC.'S ANSWER
AND AFFIRMATIVE DEFENSES TO
THIRD-PARTY COMPLAINT "B"**

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

Third-Party Defendant Reichhold, Inc. ("Reichhold" or "Third-Party Defendant"), 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") (including, without limitation, Subsection (c)(iv) thereof, providing that "Each Third-Party Defendant may, without waiver of any kind, elect to answer only those allegations that relate specifically to it including also any allegation concerning parcel(s) or site(s) with which the Third-Party Defendant is allegedly associated"), hereby answers the Third-Party Complaint "B" by Defendants/Third-Party Plaintiffs Maxus Energy Corporation and Tierra Solutions, Inc. ("Third-Party Plaintiffs"), as follows:

GENERAL DENIAL

Reichhold denies each and every allegation contained in Third Party Complaint "B" that is not otherwise addressed herein, 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)

1-15. Paragraphs 1 through 15 do not contain "allegations that relate specifically to" Reichhold and, any event, the prior pleadings referenced in Paragraphs 1 through 15 speak for themselves. Thus, no response is required pursuant to CMO V, or otherwise under the rules for pleadings.

AS TO "THE PARTIES"

As To "Third-Party Plaintiffs"
(Paragraphs 16 through 18)

16-18. Paragraphs 16 through 18 do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 16 to 18.

As To "Third Party Defendants"
(Paragraphs 19 through 210)

19-161. The allegations in Paragraphs 19 through 161 pertain to parties other than Reichhold and do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 19 through 161.

162. Reichhold admits the allegations in Paragraph 162.

163-209. The allegations in Paragraphs 163 through 209 pertain to parties other than Reichhold and do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 163 through 209.

210. Paragraph 210 does not contain "allegations that relate specifically to" Reichhold and, in any event, the allegations set forth in Paragraph 210 state a legal conclusion and not an allegation of fact. Thus, no response is required pursuant to CMO V, or otherwise under the

rules for pleadings. If a response were to be required, Reichhold denies the allegations in Paragraph 210 that may be intended to relate to Reichhold.

AS TO "DEFINITIONS"
(Paragraphs 211 through 236)

211-236. Paragraphs 211 through 236 do not contain "allegations that relate specifically to" Reichhold and, in any event, the allegations set forth in Paragraphs 211 through 236 contain definitions and not allegations of fact. Thus, no response is required pursuant to CMO V, or otherwise under the rules for pleadings. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 211 through 236.

AS TO "FACTUAL ALLEGATIONS"
(Paragraphs 237 through 3445)

237-2489, 2544-3086, 3119-3199, and 3230-3445. Paragraphs 237 through 2489, 2544 through 3086, 3119 through 3199, and 3230 through 3445 contain allegations pertaining to parties and sites with which Reichhold is not alleged to have any relationship. Therefore, these paragraphs do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 237 through 2489, 2544 through 3086, 3119 through 3199, and 3230 through 3445.

As To "Reichhold Albert Avenue Site"

2490. Reichhold admits the allegations of Paragraph 2490 insofar as they pertain to the present ownership, approximate dimensions and approximate location of what is described in Third-Party Complaint "B" as the "Reichhold Albert Avenue Site." Reichhold is without

sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraph 2490.

2491-2492. Except as expressly admitted below, Reichhold denies the allegations in Paragraphs 2491 and 2492. Upon information and belief, Reichhold admits that Cellomer Corporation, as a wholly owned subsidiary of a company called Polychrome Corporation, acquired the Reichhold Albert Avenue Site in approximately 1966 and operated it until 1983. Reichhold further admits that, in 1983, Polychrome Corporation formed a new wholly owned subsidiary, called Polychrome Chemicals Corporation, into which it merged, inter alia, Cellomer Corporation. Reichhold also admits that Polychrome Chemicals Corporation thereafter operated the Reichhold Albert Avenue Site as part of its Cellomer Division. Reichhold further admits that Polychrome Chemicals Corporation was transferred to Reichhold Chemicals, Inc., later known as Reichhold, Inc., in 1988, and it was merged into Reichhold in 1989. Meanwhile, Reichhold admits that Polychrome Corporation continued to exist as a separate corporate entity. As to that separate entity, Reichhold additionally admits that, at one time, Reichhold and Polychrome Corporation were both ultimately owned by the Japanese company now known as DIC Corporation. Upon information and belief, Reichhold admits that DIC caused Polychrome Corporation to become a subsidiary of another DIC corporate subsidiary, Sun Chemical Company, which subsequently merged Polychrome Corporation into itself. Upon further information and belief, Reichhold admits that those assets were ultimately contributed to a joint venture between Eastman Kodak Company and Sun Chemical/ DIC Corporation, which company is now wholly owned by Eastman Kodak.

2493-2501. Answering Paragraphs 2493 through 2501, except as otherwise responded to below, Reichhold denies each and every of the allegations in Paragraphs 2493 through 2501. To

the extent it is now alleged or implied that "Hazardous Substances" (as defined in Paragraph 220 of Third-Party Complaint "B") have been "Discharged" (as defined in Paragraph 218 of Third-Party Complaint "B") from the Reichhold Albert Avenue Site into the "Newark Bay Complex" (as defined in Paragraph 225 of Third-Party Complaint "B"), Reichhold denies both the occurrence of and that it is responsible for any such Discharges. To the extent the remaining allegations set forth in Paragraphs 2493 through 2501 are even relevant to this issue, which Reichhold further denies, Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraphs 2493 through 2501.

2502. The allegations set forth in Paragraph 2502 state a legal conclusion and not an allegation of fact and, thus, no response is required under the rules for pleadings. If a response were to be required, Reichhold denies the allegations set forth in Paragraph 2502.

As To "Reichhold Doremus Avenue Site"

2503. Reichhold admits the allegations of Paragraph 2503 insofar as they pertain to the present ownership of what is described in Third-Party Complaint "B" as the "Reichhold Doremus Avenue Site." Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraph 2503.

2504. Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraph 2504.

2505-2514. Paragraphs 2505 through 2514 do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 2505 through 2514.

2515. Reichhold admits the allegations of Paragraph 2515.

2516-2518. Answering Paragraphs 2516 through 2518, except as otherwise responded to below, Reichhold denies each and every of the allegations in Paragraphs 2516 through 2518. To the extent it is now alleged or implied that "Hazardous Substances" (as defined in Paragraph 220 of Third-Party Complaint "B") have been "Discharged" (as defined in Paragraph 218 of Third-Party Complaint "B") from the Reichhold Albert Avenue Site into the "Newark Bay Complex" (as defined in Paragraph 225 of Third-Party Complaint "B"), Reichhold denies both the occurrence of and that it is responsible for any such Discharges. To the extent the remaining allegations set forth in Paragraphs 2516 through 2518 are even relevant to this issue, which Reichhold further denies, Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraphs 2516 through 2518.

2519. Reichhold denies the allegations set forth in Paragraph 2519 to the extent those allegations may reference the period of time that Reichhold has owned or operated the Reichhold Doremus Avenue Site. To the extent the allegations set forth in Paragraph 2519 may reference any different period of time, those allegations do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response as to a different period of time were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraph 2519.

2520. Answering Paragraph 2520, Reichhold admits that the Reichhold Doremus Avenue Site was flooded in October of 1991 due to high tides from the Passaic River and/or Newark Bay, which floodwater was treated on site using activated carbon prior to being discharged to the Passaic Valley Sewage Authority in accordance with all appropriate government approvals and permits. Reichhold further admits that, inasmuch as the flood waters would have contained contamination originating from the Third-Party Plaintiffs' Lister Avenue

site and possibly other sites and locations at issue in this litigation, the allegations against Reichhold in Paragraph 2520 include contamination for which Third-Party Plaintiffs themselves and possibly other parties are or may be responsible. Reichhold denies the allegations in Paragraph 2520 to the extent it is now alleged or implied that "Hazardous Substances" (as defined in Paragraph 220 of Third-Party Complaint "B") have been "Discharged" (as defined in Paragraph 218 of Third-Party Complaint "B") from the Reichhold Doremus Avenue Site into the "Newark Bay Complex" (as defined in Paragraph 225 of Third-Party Complaint "B") or, if there have been Discharges of Hazardous Substances from that site into the Newark Bay Complex, that Reichhold is responsible for such Discharges. To the extent the remaining allegations set forth in Paragraph 2520 are even relevant to this issue, which Reichhold further denies, Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraph 2520.

2521. Answering Paragraph 2521, Reichhold denies each and every of the allegations to the extent it is now alleged or implied that "Hazardous Substances" (as defined in Paragraph 220 of Third-Party Complaint "B") have been "Discharged" (as defined in Paragraph 218 of Third-Party Complaint "B") from the Reichhold Doremus Avenue Site into the "Newark Bay Complex" (as defined in Paragraph 225 of Third-Party Complaint "B") or, if there have been Discharges of Hazardous Substances from that site into the Newark Bay Complex, that Reichhold is responsible for such Discharges. To the extent the remaining allegations set forth in Paragraph 2521 are even relevant to this issue, which Reichhold further denies, Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraph 2521.

2522-2524. Answering Paragraphs 2522 through 2524, Reichhold admits that Plum Creek originates west of the Reichhold Doremus Avenue Site and drains into an underground flume under the Reichhold Doremus Avenue Site, which in turn discharges into Newark Bay. Except as expressly admitted herein, Reichhold denies each and every of the allegations in Paragraphs 2522 through 2524. To the extent it is now alleged or implied that "Hazardous Substances" (as defined in Paragraph 220 of Third-Party Complaint "B") have been "Discharged" (as defined in Paragraph 218 of Third-Party Complaint "B") from the Reichhold Albert Avenue Site into the "Newark Bay Complex" (as defined in Paragraph 225 of Third-Party Complaint "B"), Reichhold denies both the occurrence of and that it is responsible for any such Discharges. To the extent the remaining allegations set forth in Paragraphs 2522 through 2524 are even relevant to this issue, which Reichhold further denies, Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraphs 2522 through 2524.

2525. Answering Paragraph 2255, Reichhold admits that it received a letter dated September 15, 2003 from Region 2 of the United States Environmental Protection Agency ("USEPA"), the terms of which speak for itself. No further response is required under the rules for pleading. If a further response were to be required, Reichhold denies the remaining allegations set forth in Paragraph 2525.

2526. Paragraph 2526 does not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraph 2526.

2527. The allegations set forth in Paragraph 2527 state a legal conclusion and not an allegation of fact and, thus, no response is required under the rules for pleading. If a response were to be required, Reichhold denies the allegations set forth in Paragraph 2527 that pertain to itself. As to any allegations set forth in Paragraph 2527 that pertain to other parties, Paragraph 2527 does not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V as to such parties. If a response were to be required as to parties other than Reichhold, Reichhold is without sufficient knowledge or information to admit or deny the allegations that pertain to such parties as set forth in Paragraph 2527.

As To "Reichhold Elizabeth Site"

2528. Reichhold denies that it is the current owner of property located at 726 Rockefeller Street, Elizabeth, New Jersey, otherwise referred to in Third-Party Complaint "B" as the "Reichhold Elizabeth Site." Reichhold admits that the property was sold to another party prior to Reichhold's joinder in or notice of its being named a Third-Party Defendant in this litigation. Reichhold also admits the allegations of Paragraph 2528 insofar as they pertain to the present approximate dimensions and approximate location of the Reichhold Elizabeth Site. Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraph 2528.

2529. Reichhold admits the allegations of Paragraph 2529 insofar as they pertain to its own operation of portions of the Reichhold Elizabeth Site commencing in or about 1936 and ending in or about 1991 and also as they may pertain to the general categories of products manufactured by Reichhold on the site. Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraph 2529.

2530. Answering Paragraph 2530, Reichhold admits that there is a 1980 publication prepared for (but not by) the USEPA by an outside consultant which speaks for itself but which erroneously suggested that the manufacturing of maleic anhydride and phthalic anhydride at the Reichhold Elizabeth Site may be associated with the formation of dioxin. Reichhold denies the accuracy of that report, both generally and with respect to the specific operations at the Reichhold Elizabeth Site, and Reichhold further denies the allegation that maleic anhydride and phthalic anhydride "are chemicals identified by USEPA as associated with the formation of dioxin." To the contrary, Reichhold admits that in a Site Inspection Report dated March 28, 1990 pertaining specifically to the Reichhold Elizabeth Site that was prepared for USEPA by the outside consulting firm NUS (which report Third-Party Plaintiffs themselves produced as a "nexus" document in this matter), NUS referenced the above-described 1980 publication and stated that maleic and phthalic anhydride "have a Class III rating and are considered to have the least likely potential for dioxin contamination." Elsewhere in that 1990 NUS report is confirmation from Reichhold's then Director of Environmental Affairs that "he was unfamiliar with any past or current processes which used dioxin precursors or may have produced it as a by-product." Finally, Reichhold denies the use of any chlorine containing or "halogenated" chemicals in the manufacturing of maleic anhydride and phthalic anhydride at the Reichhold Elizabeth Site at any time, without which chemicals it would have been impossible for chlorinated dioxins to have formed under well established principles of chemistry.

2531-2542. Answering Paragraphs 2531 through 2542, except as otherwise responded to below, Reichhold denies each and every of the allegations in Paragraphs 2531 through 2542. To the extent it is now alleged or implied that "Hazardous Substances" (as defined in Paragraph 220 of Third-Party Complaint "B") have been "Discharged" (as defined in Paragraph 218 of Third-

Party Complaint "B") from the Reichhold Albert Avenue Site into the "Newark Bay Complex" (as defined in Paragraph 225 of Third-Party Complaint "B"), Reichhold denies both the occurrence of and that it is responsible for any such Discharges. To the extent the remaining allegations set forth in Paragraphs 2531 through 2542 are even relevant to this issue, which Reichhold further denies, Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraphs 2531 through 2542.

2543. The allegations set forth in Paragraph 2543 state a legal conclusion and not an allegation of fact and, thus, no response is required under the rules for pleading. If a response were to be required, Reichhold denies the allegations set forth in Paragraph 2543.

As To "The Bayonne Barrel and Drum Site"

3087-3116. Paragraphs 3087 through 3116 do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 3087 through 3116.

3117. To the extent the allegations set forth in Paragraph 3117 pertain to Reichhold individually, Reichhold admits that it entered into an agreement with the USEPA, described in that paragraph as the "2004 Agreement," which in return for a certain payment of money fully resolved Reichhold's liability to USEPA under CERCLA, without admission of liability, and which conferred upon Reichhold both a release and contribution protection as to the Bayonne Barrel and Drum Site as more particularly described in that document. As to any allegations set forth in Paragraph 3117 that pertain to other parties, Paragraph 3117 does not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required as to parties other than Reichhold, Reichhold is

without sufficient knowledge or information to admit or deny the allegations set forth in Paragraph 3117.

3118. To the extent the allegations set forth in Paragraph 3118 pertain to Reichhold individually, they are denied, noting again that Reichhold's only obligation under the "2004 Agreement" with USEPA referenced in Paragraph 3117 of Third-Party Complaint "B" was to pay money, which obligation Reichhold has fully completed. Reichhold specifically denies that it had or has any obligation or ability to "conduct[] remedial activities along and/or within the Passaic River or Harrison Creek" and/or "to address and arrest the off-site discharge of Hazardous Substances from [the] Bayonne Barrel and Drum Site to the Newark Bay Complex." To the extent the allegations set forth in Paragraph 3118 pertain to parties other than Reichhold, they are not "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V.. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraph 3118 that pertain to parties other than Reichhold.

3118-3199. Paragraphs 3119 through 3199 do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 3119 through 3199.

3200. Answering Paragraph 3200, Reichhold admits that it sent a letter dated November 15, 1995 to the USEPA, the terms of which speak for itself but which in no way constituted or could be construed as an admission of liability or an admission that any containers that may have been sent by Reichhold to the Bayonne Barrel and Drum Site contained "Hazardous Substances"

(as defined in Paragraph 220 of Third-Party Complaint "B"). Reichhold denies the remaining allegations set forth in Paragraph 3200.

3201. Answering Paragraph 3201, Reichhold admits that it signed the document with USEPA first described in Paragraph 3117 of Third-Party Complaint "B" as the "2004 Agreement" as a "Settling Party," but without admission of liability, and that it did so sometime in 2004. Reichhold further admits that, by virtue of the CERCLA release and contribution protection provisions in that "2004 Agreement" with USEPA, Reichhold has now been conferred with certain protection from contribution liability as to the Bayonne Barrel and Drum Site as described more particularly in the "2004 Agreement.". Reichhold is without sufficient knowledge or information to admit or deny the remaining allegations set forth in Paragraph 3201.

3202. The allegations set forth in Paragraph 3202 state a legal conclusion and not an allegation of fact and, thus, no response is required under the rules for pleading. If a response were to be required, Reichhold denies the allegations set forth in Paragraph 3202.

3203-3229. Paragraphs 3203 through 3229 do not contain "allegations that relate specifically to" Reichhold and, thus, no response is required pursuant to CMO V. If a response were to be required, Reichhold is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraphs 3203 through 3229.

AS TO "FIRST COUNT"

As To "New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11.f.a.2(a)" (Paragraphs 3446 through 3451)

3446. Answering Paragraph 3446, Reichhold incorporates by reference its responses and denials as to Paragraphs 1 through 3445 as though fully set forth herein.

3447-3451. To the extent the allegations in Paragraphs 3447 through 3451 pertain to parties other than Reichhold, those paragraphs do not contain “allegations that relate specifically to” Reichhold and, thus, no response is required pursuant to CMO V. To the extent the allegations in Paragraphs 3447 through 3451 pertain to Reichhold specifically and are factual in nature, Reichhold denies all such allegations. To the extent the allegations in Paragraphs 3447 through 3451 pertain to Reichhold specifically but are not factual in nature, the allegations state a legal conclusion as to which no response is required under the rules for pleading. If a response were to be required, however, Reichhold expressly denies: (1) that it is a “discharger: or “a person in any way responsible” for a discharge under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.; (2) that Third-Party Plaintiffs have “clean[ed] up and remove[d] a discharge of a hazardous substance” under and within the meaning of N.J.S.A. 58:10-23.11f.a.(2)(a); and (3) that Third-Party Plaintiffs have any right or entitlement to contribution in any way from Reichhold and/or for any costs or damages.

AS TO “SECOND COUNT”

As To “Statutory Contribution”
(Paragraphs 3452 through 3453)

3452. Answering Paragraph 3452, Reichhold incorporates by reference its responses and denials as to Paragraphs 1 through 3451 as though fully set forth herein.

3452-3453 To the extent the allegations in Paragraphs 3452 through 3453 pertain to parties other than Reichhold, those paragraphs do not contain “allegations that relate specifically to” Reichhold and, thus, no response is required pursuant to CMO V. To the extent the allegations in Paragraphs 3452 through 3453 pertain to Reichhold specifically and are factual in nature, Reichhold denies all such allegations. To the extent the allegations in Paragraphs 3452 through 3453 pertain to Reichhold specifically but are not factual in nature, the allegations state a

legal conclusion as to which no response is required under the rules for pleading. If a response were to be required, however, Reichhold expressly denies that Third-Party Plaintiffs have any right or entitlement to contribution in any way from Reichhold and/or for any costs or damages.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

Third-Party Defendant 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").

THIRD AFFIRMATIVE DEFENSE

The claims of Third-Party Plaintiffs are barred in whole or in part by the statutory defenses to liability provided by the Spill Act and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq. ("WPCA").

FOURTH AFFIRMATIVE DEFENSE

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

FIFTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs have no right of contribution against Third-Party Defendant under the WPCA.

SIXTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, by the entire controversy doctrine.

SEVENTH AFFIRMATIVE DEFENSE

To the extent the Third-Party Complaint purports to seek any relief under New Jersey's Environmental Rights Act, N.J.S.A. 2A:35A-1 et seq., in whole or in part, the pleading is barred because Third-Party Plaintiffs have failed to meet the procedural and/or substantive requirements entitling them to sue Third-Party Defendant under that statute.

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

Upon information and belief, Third-Party Plaintiffs are mere corporate shells who are periodically infused with cash or equivalent contributions by other corporate entities, which money Third-Party Plaintiffs purport to use to address the environmental contamination at issue in this litigation. Consequently, the claims by Third-Party Plaintiffs are barred under the collateral source doctrine or its equitable equivalent.

TENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs are not the real parties in interest for pursuit of the claims set forth in the Third-Party Complaint, nor are Third-Party Plaintiffs acting in the capacity of an executor, administrator, guardian of a person or property, trustee of an express trust, or a party with whom or in whose name a contract has been made for the benefit of another. Consequently, all claims are barred under R. 4:26-1 of the New Jersey Court Rules.

ELEVENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs are mere volunteers for remediation of the environmental contamination for which they claim contribution and/or other relief from Third-Party Defendant. Consequently, the claims in the Third-Party Complaint are barred, in whole or in part.

TWELFTH AFFIRMATIVE DEFENSE

The claims brought by Third-Party Plaintiffs reflect damages that are wholly speculative, conjectural, unreasonable, excessive and/or arbitrary and capricious.

THIRTEENTH AFFIRMATIVE DEFENSE

Third-Party Defendant cannot be held liable for or be required to pay Third-Party Plaintiffs' damages or other claims based on actions or inactions by Third-Party Defendant that arise out of conduct lawfully undertaken in compliance with permits or other approvals issued by relevant government agencies, including the State of New Jersey 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").

FOURTEENTH THIRD AFFIRMATIVE DEFENSE

At common law, Third-Party Defendant held, and still holds, a usufructuary interest allowing it, along with all other citizens, the reasonable use of assets held for the benefit of the public by the State of New Jersey under the Public Trust Doctrine. Third-Party Defendant has at all relevant times acted in accordance with its rights of reasonable use of publicly held assets. As a matter of law, Third-Party Plaintiffs' claims are derivative of, and cannot be any greater than, the claims that the State of New Jersey has or would have against Third-Party Defendant

directly. As a result, the claims set forth in the Third-Party Complaint are barred, in whole or in part.

FIFTEENTH AFFIRMATIVE DEFENSE

The State of New Jersey is legally barred from asserting direct claims against Third-Party Defendant for the damages sought in its Amended Complaint. Consequently, all claims that are or may be derivative of the State of New Jersey's claims are barred as to the Third-Party Defendant as well, including the claims set forth in the Third-Party Complaint.

SIXTEENTH AFFIRMATIVE DEFENSE

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.

SEVENTEENTH AFFIRMATIVE DEFENSE

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.

EIGHTEENTH AFFIRMATIVE DEFENSE

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

NINETEENTH AFFIRMATIVE DEFENSE

The claims asserted against Third-Party Defendant in the Third-Party Complaint are barred because at all relevant times Third-Party Defendant exercised due care with respect to hazardous substances, if any, that may have been handled at the subject property or properties, 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 Third-Party Defendant 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.

TWENTIETH AFFIRMATIVE DEFENSE

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

TWENTY-FIRST AFFIRMATIVE DEFENSE

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

TWENTY-SECOND AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims against Third-Party Defendant 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.

TWENTY-THIRD AFFIRMATIVE DEFENSE

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.

TWENTY-FOURTH THIRD AFFIRMATIVE DEFENSE

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

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, by the "unclean hands" doctrine.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

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.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

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

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

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

TWENTY-NINTH AFFIRMATIVE DEFENSE

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

THIRTIETH AFFIRMATIVE DEFENSE

Third-Party Defendant did not own or operate a "Major Facility" as defined by the Spill Act or the WPCA.

THIRTY-FIRST AFFIRMATIVE DEFENSE

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, that Third-Party Plaintiffs' have not incurred costs authorized by the Spill Act and that Third-Party Plaintiffs' have failed to undertake or direct cleanup and removal activities in accordance with the National Contingency Plan to the greatest extent possible.

THIRTY-SECOND AFFIRMATIVE DEFENSE

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.

THIRTY-THIRD AFFIRMATIVE DEFENSE

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 of the New Jersey Court Rules. These necessary and indispensable parties include, without limitation, State of New Jersey agencies and instrumentalities, including without limitation the State trustees for tidelands, certain United States agencies and instrumentalities with liability under the Spill Act, and certain state and local governmental agencies located outside the boundaries of New Jersey, including the State of New York and its agencies and instrumentalities, all of whom are or may be separately liable for contamination allegedly located in the "Newark Bay Complex," as defined in Plaintiffs' Second Amended Complaint and as further defined in Third-Party Complaint "B."

THIRTY-FOURTH AFFIRMATIVE DEFENSE

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 and will not pay more than their fair or equitable share of the liability.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Defendant 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 Third-Party Defendant exercised no control and for whose conduct Third-Party Defendant was not responsible including, without limitation, unpermitted and storm event discharges from publically owned treatment works.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

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 Third-Party Defendant, 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.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

Although Third-Party Defendant denies that it is liable for the contamination described in Third-Party Plaintiffs' Complaint, in the event it is found liable, Third-Party Defendant 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 party in this action that would be liable to Third-Party Plaintiffs.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

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-NINTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred to the extent that the conduct of Third-Party Defendants alleged to give rise to liability in the Third-Party Complaint is the subject of a release, covenant not to sue, or has otherwise been excused by Plaintiffs, including, without limitation, through issuance of a no further action letter, consent order, settlement agreement or other applicable document, with or without inclusion of contribution protection, or through the Plaintiffs' allowance of any applicable Statute of Limitations or Statute of Repose to lapse.

FORTIETH AFFIRMATIVE DEFENSE

The disposal of waste, if any, which allegedly originated from Third-Party Defendant, was undertaken in accordance with the then state of the art, the then accepted industrial practice and technology, and the then prevailing legal requirements for which Third-Party Defendant cannot be found retroactively liable.

FORTY-FIRST AFFIRMATIVE DEFENSE

Any discharge that allegedly originated from Third-Party Defendant, 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 for which Third-Party Defendant cannot be found retroactively liable.

FORTY-SECOND AFFIRMATIVE DEFENSE

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

FORTY-THIRD AFFIRMATIVE DEFENSE

The damages or other relief that Third-Party Plaintiffs seek, if awarded, would result in unjust enrichment to the Third-Party Plaintiffs.

FORTY-FOURTH AFFIRMATIVE DEFENSE

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

FORTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Defendants' liability to Third-Party Plaintiffs, if any, is limited to Spill Act and contribution claims and 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.

FORTY-SIXTH AFFIRMATIVE DEFENSE

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

FORTY-SEVENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs cannot seek contribution under the Joint Tortfeasors Contribution Law because Third-Party Defendant(s) are not liable for "the same injury" caused by Third-Party Plaintiffs' discharges and do not share a common liability to the State of New Jersey.

FORTY-EIGHTH AFFIRMATIVE DEFENSE

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

FORTY-NINTH AFFIRMATIVE DEFENSE

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

FIFTIETH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs claims for contribution, whether under the Spill Act or the New Jersey statutory provisions for contribution, ~~are derivative of,~~ and are therefore no greater than, Plaintiffs' claims against Third-Party Plaintiffs. Consequently, Third-Party Plaintiffs' claims against Third-Party Defendant are barred to the extent of any legal extinguishments of actual or potential claims by the Plaintiffs against Third-Party Defendant 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 Third-Party Defendant. Examples of legal extinguishments that are or may be applicable to Third-Party Defendant include, with respect to each such site:

1. Any release or covenant not to sue granted by Plaintiffs to Third-Party Defendant;
2. Any settlement or other compromise between Plaintiffs and Third-Party Defendant;
3. Any expiration of the statute of limitations or statute of repose governing Plaintiffs' right to maintain a claim against Third-Party Defendant;

4. 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 Third-Party Defendant, which would result in relinquishment of such a claim by virtue of New Jersey's Entire Controversy Doctrine; and/or
5. Any issuance by Plaintiffs to Third-Party Defendant, directly or indirectly, of any "No Further Action" (a/k/a "NFA") determination, "Negative Declaration," or similar determination.

FIFTY-FIRST AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred because the relief sought against Third-Party Defendant, were it claimed directly by Plaintiffs, would amount to a "taking" of Third-Party Defendant'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.

FIFTY-SECOND AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred to the extent the relief sought by Third-Party Plaintiffs in the Complaint is at odds with Third-Party Defendant'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 Third-Party Defendant, thereby exposing Third-Party Defendant to inconsistent responsibilities, penalties and liabilities, and the possibility of paying twice for the same actions (i.e., double recovery).

FIFTY-THIRD AFFIRMATIVE DEFENSE

To the extent Third-Party Defendant 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 Third-Party Defendant, 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.

FIFTY-FOURTH AFFIRMATIVE DEFENSE

Without admitting liability, Third-Party Defendant 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.

FIFTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' contribution claims against Reichhold are barred, in whole or in part, under the contribution protection provisions of the Spill Act at N.J.S.A. 58:10-23.11f.a.(2)(b) and/or of CERCLA at 42 U.S.C. § 9613(f)(2) and otherwise by operation of law by virtue of some or all of the following prior dispositions and circumstances:

1. The "Natural Resource Damages Settlement Agreement" between Reichhold and the NJDEP (including contribution protection) that became effective September 5, 2005 to resolve potential Natural Resource Damages ("NRD") liability at the Reichhold Albert Avenue Site for which NJDEP provided Reichhold with a "Natural Resource Damages Release And Covenant Not To Sue" dated October 16, 2007;
2. The "Natural Resource Damages Partial Settlement Agreement" between Reichhold and the NJDEP (including contribution protection) that became effective September 5, 2005 to resolve potential Natural Resource Damages ("NRD") liability at the Reichhold Elizabeth Site for which NJDEP provided Reichhold with a "Natural Resource Damages Partial Release And Covenant Not To Sue" dated October 16, 2007;
3. The "Consent Order Dismissing Claims With/ Without Prejudice" signed by the Honorable Ross R. Anzaldi, P.J.Cv., on September 15, 2005 in the litigation encaptioned

New Jersey Department of Environmental Protection and Administrator, New Jersey Spill Compensation Fund v. Reichhold, Inc., Superior Court of New Jersey, Law Division – Union County, Docket No. UNN-L-001872-04 (hereinafter “Reichhold NRD Litigation”);

4. The Doctrines of Judicial Estoppel, Collateral Estoppel, Res Judicata and New Jersey’s Entire Controversy Doctrine which, taken together, and with reference to the Reichhold NRD Litigation, now preclude the NJDEP from further litigation against Reichhold pertaining to any contamination at, on, in, under or emanating from the Reichhold Albert Avenue Site or the Reichhold Elizabeth Site, including but not limited to NRD claims, except that which may be specifically preserved under the above-described agreements and consent order;
5. The release and contribution protection provisions running in Reichhold’s favor from the United States Environmental Protection Agency (“USEPA”) by virtue of the August 24, 2004 Agreement For Recovery Of Past Response Costs Pursuant To Section 122(h) Of CERCLA pertaining to the Bayonne Barrel and Drum Site; and
6. Various NFA, “Negative Declaration,” and similar determinations that have been issued by the NJDEP determining the absence of or the completion of remediation of any “Discharges” of “Hazardous Substances” with respect to identified areas of concern and/or sites pertaining to the Reichhold Albert Avenue Site, the Reichhold Doremus Avenue Site, the Reichhold Elizabeth Site and/or the Bayonne Barrel and Drum Site.

FIFTY-SIXTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs and Reichhold are joint members of the Lower Passaic River Study Area Cooperating Parties Group, which is presently supervising and carrying out a remedial

investigation of the 17 miles of the Lower Passaic River under USEPA oversight. All members of that group, including Third-Party Plaintiffs and Reichhold, have pledged to cooperate with each other in carrying out this joint task and, to that end, have entered into a tolling agreement under which they have covenanted not to sue each other for recovery of response costs incurred in carrying out the remedial investigation. Upon information and belief, some of the claims asserted by Third-Party Plaintiffs in this litigation purport to include recovery of damages and/or contribution for response costs allegedly incurred by Third-Party Plaintiffs in carrying out the above-described investigation. To the extent that Third-Party Plaintiffs purport to pursue such claims against Reichhold in this litigation, either directly or indirectly, they are prevented from doing so under the tolling agreement.

FIFTY-SEVENTH AFFIRMATIVE DEFENSE

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

FIFTY-EIGHTH AFFIRMATIVE DEFENSE

Third-Party Defendant reserves the right to assert and hereby invoke each and every Environmental Law defense that may be available during the course of this action.

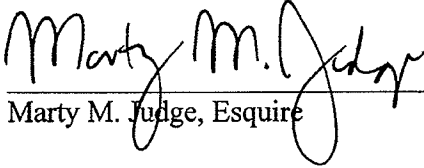
WHEREFORE, Third-Party Defendant Reichhold, Inc. respectfully requests that the Court enter an Order dismissing the Third-Party Complaint "B" with prejudice, and awarding costs, attorney fees and any other relief that the Court deems just and proper.

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

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

Dated: June 21, 2010

FLASTER/GREENBERG P.C.
Attorneys for Third-Party Defendant Reichhold, Inc.

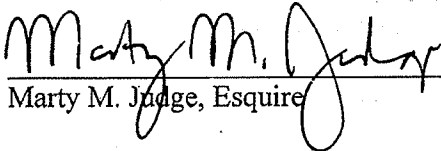
By: 
Marty M. Judge, Esquire

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:25-4 you are hereby notified that Marty M. Judge, Esquire, a Shareholder in the law firm of Flaster/Greenberg P.C., is hereby designated as trial counsel for Reichhold.

Dated: June 21, 2010

FLASTER/GREENBERG P.C.
Attorneys for Third-Party Defendant Reichhold, Inc.

By: 
Marty M. Judge, Esquire

CERTIFICATION PURSUANT TO RULE 4:5-1(b)(2)

Pursuant to R. 4:5-1(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 (other than those necessary and indispensable parties referenced in the Thirty-Third Affirmative Defense); 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 7, 2009 posting by O'Melveny and Myers may constitute non-parties who should be joined in the action pursuant to R. 4:28 and, in addition, the following prior owners/ operators of the several specific sites for which Reichhold is alleged to have liability in Third-Party Complaint "B," or their successors, may also constitute non-parties who should be joined in the action pursuant to R. 4:28 to the extent not already parties to this litigation:
 - a. As to Reichhold Albert Avenue Site: Vita-Var Corporation; Edward Krock; Textron Industries (Patterson-Sargent Division), and the current corporate successor to Polychrome Corporation.
 - b. As to Reichhold Doremus Avenue Site: NL Spencer Kellogg, Inc.; NL Chemicals, Inc.; NL Industries, Inc.; Textron, Inc.; Ashland Oil, Inc., f/k/a Ashland Oil & Refining Company; Archer-Daniels-Midland Company; National Distillers Products Corporation; U.S. Industrial Chemicals, Inc.; U.S.

Industrial Alcohol Co.; Organic Sale & Acid company, Inc.; Purity Commercial Alcohol Corporation; Maas & Waldstein Company; National Newark Banking Co.; Solomon S. Maybaum; John B. Ahrers; Federal Real Estate Company; Alfred Popik; Carl Bawwmann and Mathila Bawwmann; New Jersey Alcohol & Chemical Corporation; The Franklin Baker Co.; Federal Real Estate Company; Philip L. Walsh; and Vadco Sales Corporation.

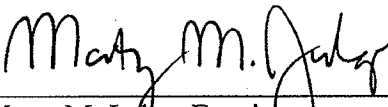
- c. As to Reichhold Elizabeth Site: General Electric Realty Corp.; Skinner Brothers Manufacturing Company, Inc.; Emerson Baetz, as successor receiver of Skinner Brothers Manufacturing Company, Inc.; Bayway Terminal Corporation; Magnolia Metal Company; The Central Railroad Company of New Jersey; Walter P. Gardner, as trustee of the property of the Central Railroad Company of New Jersey; City of East Orange; Township of Hillside; Town of Irvington; Township of Maplewood; Township of Millburn; City of Newark; Borough of Roselle Park; City of Summit; Township of Union; Esso Standard Oil Company; California Spray Chemical Corporation; New Jersey Metals Company; Phelps Dodge Copper Products Corporation; Phelps Dodge Industries, Inc., as successor to Phelps Dodge Copper Products Corporation; and I. Reiss Co., Inc.

- d) In either event, some or all of such non-parties are subject to joinder pursuant to R. 4:29-1(b) because of potential liability to any party on the basis of the same transactional facts.

Dated: June 21, 2010

FLASTER/GREENBERG P.C.
Attorneys for Third-Party Defendant Reichhold, Inc.

By:


Marty M. Judge, Esquire

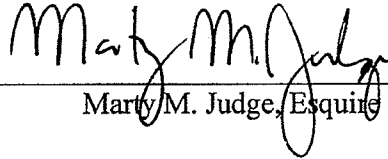
CERTIFICATION PURSUANT TO RULE 4:6-1(d)

Pursuant to R. 4:6-1(d), the undersigned hereby certifies that the within pleading was served within the time period allowed by R. 4:6, as enlarged by Paragraph 9(c)(ii) in CMO V.

Dated: June 21, 2010

FLASTER/GREENBERG P.C.
Attorneys for Third-Party Defendant Reichhold, Inc.

By:


Marty M. Judge, Esquire

CERTIFICATION OF SERVICE

I, Marty M. Judge, hereby certify that on June 21, 2010, I caused to be filed an Answer and Affirmative Defenses to Third Party Complaint "B" on behalf of Third-Party Defendant Reichhold, Inc. by causing the original of that pleading and Case Information Statement to be hand delivered to the Clerk of the Court, Superior Court of New Jersey, Essex County, 50 W. Market Street, Newark, NJ 07102.

I further certify that on this same date the above-referenced pleading was served electronically on all parties who have consented to service by electronic posting on the following website: <http://njdepvocc.sfile.com>.

I further certify that on this same date the above-referenced pleading was served by regular mail on counsel for all parties who have not consented to service by electronic posting, at the following addresses:

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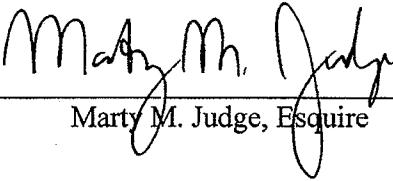
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sweiner@ofwvlaw.com

Dated: June 21, 2010

FLASTER/GREENBERG P.C.
Attorneys for Third-Party Defendant Reichhold, Inc.

By:



Marty M. Judge, Esquire