

APPENDIX B



State of New Jersey

Department of Environmental Protection

DONALD T. DIFRANCESCO
Acting Governor

Robert C. Shinn, Jr.
Commissioner

Prepared By: David Henderson

IN THE MATTER OF THE	:	
BALDWIN ENTERPRISES, INC.	:	ADMINISTRATIVE
<i>a/k/a</i>	:	
BOB BALDWIN'S TRANSPORTATION, INC.	:	
KCSL #NJD982796450	:	CONSENT
AND	:	ORDER
ROBERT E. BALDWIN	:	
PRESIDENT, BALDWIN ENTERPRISES, INC.	:	
ROBERT E. BALDWIN, INDIVIDUALLY	:	
Respondent	:	

This Administrative Consent Order is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter "the Department" or "DEP") by N.J.S.A. 13:1D-1 et seq., and N.J.S.A. 58:10B-1 et seq., and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and duly delegated to the Assistant Director, Division of Responsible Party Site Remediation pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. Baldwin Enterprises Inc. (hereinafter "Baldwin Enterprises") is located off of Omega and Theta Drives in Vernon Township with the address as 5 Omega Drive, Vernon Township, New Jersey (hereinafter the "Site"). The Site includes several contiguous properties now or formerly owned by Robert E. Baldwin which are the subject of the Administrative Consent Order.
2. Baldwin Enterprises is a New Jersey Corporation with principal at Omega Drive, Vernon Township, New Jersey. Robert E. Baldwin is the president of Baldwin Enterprises.
3. The Baldwin Site includes properties designated on the Vernon Township Tax Maps as Block 141, Lots 12 and 12.06; Block 141.01, Lot 1; and, Block 141.02, Lot 1. The parcels comprising the Baldwin Site are part of the property Robert E. Baldwin acquired from Leslie Decker and Winifred M. Decker, his wife, in September 1959.
4. Robert E. Baldwin's mailing address P. O. Box 159, Vernon, New Jersey.
5. In the mid 1960s, Robert E. Baldwin commenced a fuel oil distribution business at the Site. Robert E. Baldwin later expanded his business enterprises to include a gasoline

station, a sand and gravel mining operation, a waste collection/hauling business, and several water companies. Most of these businesses, which include Bob Baldwin's Transportation, Inc.; Baldwin Enterprises; Baldwin Sanitation, Inc. and Baldwin Well Drilling, Inc. operated from and/or maintained offices at the Site. Most of these companies were and are owned or managed by Robert E. Baldwin, his son Robert G. Baldwin or members of their immediate family. At some time the various businesses collectively operated under the name Bob Baldwin Enterprises.

6. Bob Baldwin's Transportation, Inc. ("Baldwin's Transportation") operated a fuel oil distribution business at the Site. This company also operates a retail gasoline service station and a charter bus service. The company owns and operates the underground tanks systems used for the fuel oil distribution and gasoline service station activities at the Site. The company maintains a large fleet of buses that are stored and dispatched from the Site.

7. Baldwin Enterprises is engaged in sand and gravel mining. Baldwin Enterprises stores equipment and vehicles on the Site.

8. Baldwin Well Drilling, Inc. ("Baldwin Well Drilling") operated a well drilling business and several small water systems. Baldwin Well Drilling filed Chapter 7 bankruptcy in February 1988. The company operated under a court appointed receiver and was eventually taken over by Mid-Atlantic Utilities in November 1994.

9. Baldwin Sanitation, Inc. ("Baldwin Sanitation") operated a waste collection/hauling business at the Site. Baldwin Sanitation has since been merged into Hamm's Sanitation. The vehicles for the waste collection business were also formerly stored and dispatched from the Site.

10. In November 1987, representatives from the Department collected a sample from the Omega Drive System to determine if the water from this system complied with drinking water standards. The sample collected from the Omega well exhibited elevated levels of 1,2-dichloroethane. The Omega Drive Well System includes two wells which are located within Block 141.02 Lot 1. In November 1987 the Omega wells were part of a water system owned and operated by Baldwin Well Drilling, Inc. (formerly Vealey and Baldwin, Inc.). Robert E. Baldwin was identified as the sole shareholder, director and officer of this company. Samples collected in May and June 1989 confirmed the presence of contamination in the Omega system wells.

11. In response to the discovery of the contamination in these wells and the proximity of the Baldwin operations to the wells, Department personnel inspected the Baldwin Site in June 1989. Based on observations made during the inspection, the Department directed Baldwin Enterprises to implement a ground water monitoring program in the vicinity of the tank fields on his property.

12. The tanks associated with the gasoline service station activities at the Site were excavated and removed from the Baldwin Site in August 1989. Baldwin Enterprises conducted an investigation of the subsurface soils in the tank area. Groundwater was encountered in the tank excavation at a depth approximately 18 feet below grade. Observations made during an inspection by Department personnel revealed the presence of a sheen on ground water that accumulated in the tank excavation. The Department was not notified of the excavation activities until after the tanks had already been removed. Contaminated soils excavated from the tank areas were stockpiled on the property known as Block 141.02 Lot 1. The Vernon Twp. Health Department subsequently observed a gasoline/petroleum odor emanating from the soil piles during an inspection on August 8, 1989.

13. By entering this Administrative Consent Order, Robert E. Baldwin neither admits to any fact, fault or liability under any statute or regulation concerning the condition of the Site nor waives any rights or defenses with regard to the Site except as specifically provided in this Administrative Consent Order.

14. The scope of the investigation and remediation required by this Administrative Consent Order will include all contaminants at the above referenced Site, and all contaminants which are emanating from or which have emanated from the Site.

ORDER

I. Remedial Investigation Requirements

15. Within thirty (30) calendar days after the effective date of this Administrative Consent Order or as otherwise approved in writing by the Department, Robert E. Baldwin shall submit to the Department a detailed draft Remedial Investigation Work Plan (hereinafter the "RI Work Plan") in accordance with N.J.A.C. 7:26E.

16. Within thirty (30) calendar days after receipt of the Department's written comments on the draft RI Work Plan, or as otherwise approved in writing by the Department, Robert E. Baldwin shall modify the draft RI Work Plan to conform to the Department's comments and shall submit the modified RI Work Plan to the Department. The determination as to whether or not the modified RI Work Plan, as resubmitted, conforms to the Department's comments and is otherwise acceptable to the Department shall be made solely by the Department in writing.

17. Upon receipt of the Department's written approval of the RI Work Plan, Robert E. Baldwin shall conduct the remedial investigation in accordance with the approved RI Work Plan and the schedule therein.

18. Robert E. Baldwin shall submit to the Department a draft Remedial Investigation Report (hereinafter "RI Report") in accordance with N.J.A.C. 7:26E and the RI Work Plan and the schedule therein.

19. If upon review of the draft RI Report the Department determines that additional remedial investigation is required, Robert E. Baldwin shall conduct additional remedial investigation as required by the Department and submit a second draft RI Report.

20. Within thirty (30) calendar days after receipt of the Department's written comments on the draft or second draft (if applicable pursuant to the preceding paragraph) RI Report, or longer as authorized by the Department, Robert E. Baldwin shall modify the draft or second draft RI Report to conform to the Department's comments and shall submit the modified RI Report to the Department. The determination as to whether or not the modified RI Report, as resubmitted, conforms with the Department's comments and is otherwise acceptable to the Department shall be made solely by the Department in writing.

II. Remedial Action Selection Report and Remedial Action

21. If required by the Department in writing, within thirty (30) calendar days after Robert E. Baldwin' receipt of the Department's written notice that the modified RI Report conforms with the Department's comments and is otherwise acceptable to the Department, Robert E. Baldwin shall submit a draft Remedial Action Selection Report to the Department. Robert E. Baldwin shall in the remedial action selection report demonstrate how the proposed remedial action will ensure the protection of the public health and safety, and the environment, by including in the report:

- a) A detailed discussion of the necessary technical performance, effectiveness, and reliability of the remedial action to attain and maintain compliance with applicable remediation standards and required health risk levels pursuant to N.J.S.A. 58:10B-1 et seq.;
- b) A schedule for implementation of the remedial action; and
- c) Identification of potential technical and legal impediments, specifically, use restrictions, zoning and access, to implementation of the remedial action and how Robert E. Baldwin expects to remove those impediments.

22. If Robert E. Baldwin proposes a nonpermanent remedy, Robert E. Baldwin shall certify that the remedy meets the criteria contained in N.J.A.C. 7:26E for each of the available permanent remedies and of the nonpermanent remedy it is proposing.

23. Within thirty (30) calendar days after Robert E. Baldwin' receipt of the Department's written comments on the draft Remedial Action Selection Report, or as otherwise approved in writing by the Department, Robert E. Baldwin shall modify the draft Remedial Action Selection Report to conform to the Department's comments and shall submit the modified Remedial Action Selection Report to the Department. The determination as to whether or not the modified Remedial Action Selection Report, as

resubmitted, conforms with the Department's comments and is otherwise acceptable to the Department shall be made solely by the Department in writing.

24. If required by the Department in writing, within thirty (30) calendar days after receipt of the Department's written approval of the Remedial Action Selection Report, Robert E. Baldwin shall submit to the Department a draft Remedial Action Work Plan in accordance with N.J.A.C. 7:26E.

25. Within thirty (30) calendar days after receipt of the Department's written comments on the draft Remedial Action Work Plan, or as otherwise approved in writing by the Department, Robert E. Baldwin shall modify the draft Remedial Action Work Plan to conform to the Department's comments and shall submit the modified Remedial Action Work Plan to the Department. The determination as to whether or not the modified Remedial Action Work Plan, as resubmitted, conforms to the Department's comments and is otherwise acceptable to the Department shall be made solely by the Department in writing.

26. Upon receipt of the Department's written final approval of the Remedial Action Work Plan, Robert E. Baldwin shall implement the approved Remedial Action Work Plan in accordance with the schedule therein.

27. Robert E. Baldwin shall submit to the Department a draft Remedial Action Report (hereinafter "RA Report") in accordance with N.J.A.C. 7:26E and the RA Work Plan and the schedule therein.

28. If upon review of the draft RA Report the Department determines that additional remedial action is required, Robert E. Baldwin shall conduct additional remedial action as directed by the Department and shall submit a second draft RA Report.

29. Within thirty (30) calendar days after receipt of the Department's written comments on the draft or second draft (if applicable pursuant to the preceding paragraph) RA Report, or longer as authorized by the Department, Robert E. Baldwin shall modify the draft or second draft RA Report to conform to the Department's comments and shall submit the modified RA Report to the Department. The determination as to whether or not the modified RA Report, as resubmitted, conforms with the Department's comments and is otherwise acceptable to the Department shall be made solely by the Department in writing.

30. If Robert E. Baldwin is implementing a remedial action which will not meet an established remediation standard, Robert E. Baldwin shall comply with the requirements of N.J.A.C. 7:26E-6.1, 6.2, 6.4, 6.6, and 6.7 for declarations of environmental restrictions and implementing and maintaining institutional or engineering controls.

III. Additional Remedial Investigation and Remedial Action

31. If at any time that this Administrative Consent Order is in effect the Department determines that the prevailing standards in N.J.A.C. 7:26E are not being achieved or that

additional remedial investigation and/or remedial action is required to protect the public health and safety and the environment, Robert E. Baldwin shall conduct such additional activities as directed by the Department.

IV. Permit Application Process for Remediation

32. Within thirty (30) calendar days after receipt of the Department's written notification regarding the Department's selection of the remedial action, Robert E. Baldwin shall submit to the Department a detailed draft permit application submission schedule in accordance with N.J.A.C. 7:26E-7 for all relevant federal, State and local permit applications, certifications or modifications necessary to implement the selected remedial action.

V. Progress Reports

33. Robert E. Baldwin shall submit quarterly progress reports which detail the status of Robert E. Baldwin's compliance with this Administrative Consent Order to the Department contact identified in this Administrative Consent Order in accordance with N.J.A.C. 7:26E-6.5(b). Robert E. Baldwin shall submit the first progress report on or before the last calendar day of the fourth calendar month following the effective date of this Administrative Consent Order. Robert E. Baldwin shall submit a progress report thereafter on or before the last calendar day of the month following the next three calendar months being reported. Based on site specific activities being performed by Robert E. Baldwin, the Department may request that progress reports be submitted monthly, semi-annually or annually.

VI. Project Coordination

34. Robert E. Baldwin shall submit to the Department all documents required by this Administrative Consent Order, including correspondence relating to force majeure issues, by delivery with an acknowledgement of receipt from the Department. The date that the Department executes the acknowledgement will be the date the Department uses to determine Robert E. Baldwin's compliance with the requirements of this Administrative Consent Order.

35. Within seven (7) calendar days after the effective date of this Administrative Consent Order, Robert E. Baldwin shall submit to the Department the name, title, address and telephone number of the individual who shall be Robert E. Baldwin's technical contact for the Department for all matters concerning this Administrative Consent Order and Robert E. Baldwin shall designate an agent for the purpose of service for all matters concerning this Administrative Consent Order and shall provide the Department with the agent's name and address. In the event the Department determines that a meeting concerning the remediation of the Site is necessary, the Department will provide notification to these individuals of the date, time and place of such meeting. Robert E. Baldwin shall ensure that these individuals are available for and participate in such meeting.

36. Unless otherwise directed in writing by the Department, Robert E. Baldwin shall submit all payments and thirty (30) copies of all documents required by this Administrative

Consent Order to the individual identified below, who shall be the Department's contact for Robert E. Baldwin for all matters concerning this Administrative Consent Order:

New Jersey Department of Environmental Protection
Bureau of Underground Storage Tanks
401 East State Street, 5th Floor
Trenton, New Jersey 08625
Attn: Kevin Kratina, Bureau Chief

37. Robert E. Baldwin shall notify both verbally and in writing, the Department's contact person listed above at least fourteen (14) calendar days prior to the initiation of any field activities.

38. The Department will consider a written request for an extension of time to perform any requirement in this Administrative Consent Order, provided that Robert E. Baldwin submits any extension request to the Department two weeks prior to any applicable deadline to which the extension request refers.

VII. Remediation Funding Source

39. Robert E. Baldwin shall establish a remediation funding source, pursuant to N.J.A.C. 7:26C-7 in the amount of \$500,000.00, which is necessary to pay the estimated cost of the remediation. The remediation funding source shall be in effect for a period not less than the actual time necessary to conduct the remediation.

VIII. Project Cost Review

40. Beginning three hundred sixty-five (365) calendar days after the effective date of this Administrative Consent Order, and annually thereafter on the same calendar day, Robert E. Baldwin shall submit to the Department a detailed review of all costs expended by Robert E. Baldwin to comply with this Administrative Consent Order, including:

- a) A detailed summary of all monies spent to date pursuant to this Administrative Consent Order;
- b) The estimated cost of all future expenditures required to comply with this Administrative Consent Order, including any operation, maintenance and monitoring costs; and
- c) The reason for any changes from the previously submitted cost review.

41. At any time after Robert E. Baldwin submits the first cost review pursuant to the preceding paragraph, Robert E. Baldwin may request the Department's approval to reduce the amount of the remediation funding source to reflect the remaining costs of performing the

obligations under this Administrative Consent Order. If the Department grants written approval of such a request, Robert E. Baldwin may amend the amount of the then existing remediation funding source consistent with that approval.

42. If the estimated costs of meeting Robert E. Baldwin's obligations in this Administrative Consent Order at any time increase to an amount greater than the remediation funding source, Robert E. Baldwin shall: Within thirty (30) calendar days after receipt of written notice of the Department's determination, increase the amount of the then existing remediation funding source or provide additional remediation funding source to an amount equal to the Department's approved estimated cost.

43. Upon notification from the Department pursuant to Paragraph ~~fjg~~ that the ~~pr~~ obligations of the Administrative Consent Order have been satisfied, as verified by final site inspection, Robert E. Baldwin shall be relieved of any further obligation to maintain in full force and effect the remediation funding source required by this Administrative Consent Order for the Site which is the subject of this Administrative Consent Order. The Department will notify Robert E. Baldwin in writing that Robert E. Baldwin may proceed to terminate the remediation funding source.

44. If Robert E. Baldwin remediates the Site to a restricted use remediation standard and Robert E. Baldwin implements institutional and engineering controls, Robert E. Baldwin shall maintain the remediation funding source, pursuant to N.J.A.C. 7:26C-7, in an amount necessary to pay for the maintenance of the engineering and institutional controls.

45. If Robert E. Baldwin chooses and the Department approves in writing an innovative remedial action technology, unrestricted use or a limited restricted use remedial action for all or part of the remedial action, Robert E. Baldwin is not required to maintain a remediation funding source for the cost of implementing the innovative remedial action technology, unrestricted use or limited restricted use remedial action.

IX. Oversight Cost Reimbursement

46. Within thirty (30) calendar days after receipt from the Department of a written summary of the Department's costs, including all accrued interest incurred pursuant to the paragraph below, determined pursuant to N.J.A.C. 7:26C-9.3, Robert E. Baldwin shall submit to the Department a cashier's or certified check payable to the "Treasurer, State of New Jersey" and submitted with DEP Form 062A, for the full amount of the Department's oversight costs, for the period being charged.

47. If Robert E. Baldwin decides to pay the Department's past costs associated with the Site, if any, the Department will provide Robert E. Baldwin with a written statement of the past costs and Robert E. Baldwin shall pay the past costs within thirty (30) calendar days of receipt of the Department's written statement.

48. Interest shall accrue on the unpaid balance of oversight costs, beginning at the end of the thirty (30) calendar day period established in the preceding paragraph, at the rate established by Rule 4:42 of the current edition of the Rules Governing the Courts of the State of New Jersey.

X. Reservation of Rights

49. The Department reserves the right to unilaterally terminate this Administrative Consent Order in the event Robert E. Baldwin violates the terms of this Administrative Consent Order provided, however, that before the Department takes this action, the Department shall notify Robert E. Baldwin in writing of the obligation(s) which it has not performed, and Robert E. Baldwin shall have thirty (30) calendar days after receipt of such notice, unless otherwise extended in writing by the Department, to perform such obligation(s).

50. Nothing in this Administrative Consent Order shall preclude the Department from seeking civil or civil administrative penalties or any other legal or equitable relief against Robert E. Baldwin for violations of this Administrative Consent Order. In any such action brought by the Department under this Administrative Consent Order for injunctive relief, civil, or civil administrative penalties, Robert E. Baldwin may raise, among other defenses, a defense that Robert E. Baldwin failed to comply with a decision of the Department, made pursuant to this Administrative Consent Order, on the basis that the Department's decision was arbitrary, capricious or unreasonable. If Robert E. Baldwin is successful in establishing such a defense based on the administrative record, Robert E. Baldwin shall not be liable for penalties for failure to comply with that particular requirement of the Administrative Consent Order. Although Robert E. Baldwin may raise such defenses in any action initiated by the Department for injunctive relief, Robert E. Baldwin hereby agrees not to otherwise seek review of any decision made or to be made by the Department pursuant to this Administrative Consent Order and under no circumstances shall Robert E. Baldwin initiate any action or proceeding challenging any decision made or to be made by the Department pursuant to this Administrative Consent Order.

51. Except as otherwise stated in this Administrative Consent Order, nothing herein shall be construed as limiting any legal, equitable or administrative remedies which the party conducting remediation may have under any applicable law or regulation. In any enforcement action the Department initiates pursuant to this Administrative Consent Order, Robert E. Baldwin reserves any defenses which the Spill Compensation and Control Act, Matter of Kimber Petroleum Corp., 110 N.J. 69 (1988) or their amendments, supplements and progeny allow.

XI. Force Majeure

52. If any event specified in the following paragraph occurs which Robert E. Baldwin believes or should believe will or may cause delay in the compliance or cause non-compliance with any provision of this Administrative Consent Order, Robert E. Baldwin

shall notify the Department in writing within seven (7) calendar days of the start of delay or knowledge of the anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize the delay, and the time required to take any such measures to minimize the delay. Robert E. Baldwin shall take all necessary action to prevent or minimize any such delay.

53. The Department will extend in writing the time for performance for a period no longer than the delay resulting from such circumstances as determined by the Department only if:

(a) Robert E. Baldwin has complied with the notice requirements of the preceding paragraph;

(b) Any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of Robert E. Baldwin; and

(c) Robert E. Baldwin has taken all necessary action to prevent or minimize any such delay.

54. The burden of proving that any delay is caused by circumstances beyond the control of Robert E. Baldwin and the length of any such delay attributable to those circumstances shall rest with Robert E. Baldwin.

55. "Force Majeure" shall not include the following:

(a) Delay in an interim requirement with respect to the attainment of subsequent requirements;

(b) Increases in the cost or expenses incurred by Robert E. Baldwin in fulfilling the requirements of this Administrative Consent Order;

(c) Contractor's breach, unless Robert E. Baldwin demonstrates that such breach falls within the above paragraphs; and

(d) Failure to obtain access required to implement this Administrative Consent Order, unless denied by a court of competent jurisdiction.

XII. Dispute Resolution

56. In the event a conflict arises between Robert E. Baldwin and the Department, Robert E. Baldwin may institute the Department's dispute resolution process at N.J.A.C. 7:26C-1.4.

XIII. General Provisions

57. In addition to the Department's statutory and regulatory rights to enter and inspect, Robert E. Baldwin shall allow the Department and its authorized representatives access to all areas of the Site Robert E. Baldwin has access to at all times for the purpose of monitoring Robert E. Baldwin's compliance with this Administrative Consent Order and/or to perform any remedial activities Robert E. Baldwin fails to perform as required by this Administrative Consent Order.

58. Robert E. Baldwin shall not construe any informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving Robert E. Baldwin of its obligation to obtain written approvals as required herein.

59. Robert E. Baldwin shall perform all work conducted pursuant to this Administrative Consent Order in accordance with prevailing professional standards.

60. Robert E. Baldwin shall provide a copy of this Administrative Consent Order to each contractor and subcontractor retained to perform the work required by this Administrative Consent Order and shall condition all contracts and subcontracts entered for the performance of such work upon compliance with the terms and conditions of this Administrative Consent Order. Robert E. Baldwin shall be responsible to the Department for ensuring that its contractors and subcontractors perform the work herein in accordance with this Administrative Consent Order.

61. Robert E. Baldwin shall conform all actions required by this Administrative Consent Order to all applicable federal, State and local laws and regulations.

62. Nothing in this Administrative Consent Order shall relieve Robert E. Baldwin from complying with all other applicable laws and regulations. Compliance with the terms of this Administrative Consent Order shall not excuse Robert E. Baldwin from obtaining and complying with any applicable federal, state or local permits, statutes, regulations and/or orders while carrying out the obligations imposed by this Administrative Consent Order. This Administrative Consent Order shall not preclude the Department from requiring that Robert E. Baldwin obtain and comply with any permits, and/or orders issued by the Department under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., for the matters covered herein. The terms and conditions of any such permit shall not be preempted by the terms and conditions of this Administrative Consent Order if the terms and conditions of any such permit are more stringent than the terms and conditions of this Administrative Consent Order. Should any of the measures to be taken by Robert E. Baldwin during the remediation of any ground water and surface water pollution result in a new or modified discharge as defined in the New Jersey Pollutant Discharge Elimination System ("NJPDES") regulations, N.J.A.C. 7:14A-1 et seq., then Robert E. Baldwin shall obtain a NJPDES permit or permit modification from the Department prior to commencement of the activity.

63. All work plans and documents required by this Administrative Consent Order and approved in writing by the Department are incorporated herein and made a part hereof.

64. Upon the receipt of a written request from the Department, Robert E. Baldwin shall submit to the Department all data and information, including technical records and contractual documents, concerning contamination at the Site, including raw sampling and monitor data, whether or not such data and information, including technical records and contractual documents, was developed pursuant to this Administrative Consent Order. Robert E. Baldwin reserves its right to assert a privilege regarding such documents, but agrees not to assert any confidentiality or privilege claim with respect to any data related to site conditions, sampling or monitoring.

65. Robert E. Baldwin hereby consents to and agrees to comply with this Administrative Consent Order, which shall be fully enforceable as an Order in the New Jersey Superior Court pursuant to the Department's statutory authority.

66. No modification or waiver of this Administrative Consent Order shall be valid except by written amendment to this Administrative Consent Order duly executed by Robert E. Baldwin and the Department. Any amendment to this Administrative Consent Order shall be executed by the Department and Robert E. Baldwin. The Department reserves the right to require the resolution of any outstanding violations of the rules or this Administrative Consent Order prior to executing any such amendment.

67. Robert E. Baldwin waives its rights to an administrative hearing concerning the entry of this Administrative Consent Order.

68. This Administrative Consent Order shall be governed and interpreted under the laws of the State of New Jersey.

69. If any provision of this Administrative Consent Order or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Administrative Consent Order or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Administrative Consent Order shall be valid and enforced to the fullest extent permitted by law.

70. This Administrative Consent Order represents the entire integrated agreement between the Department and Robert E. Baldwin concerning the Site subject to this Administrative Consent Order and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided herein.

71. Within thirty (30) calendar days after the effective date of this Administrative Consent Order, Robert E. Baldwin shall record a copy of this Administrative Consent Order with the County Clerk, Sussex County, State of New Jersey and shall provide the Department

with written verification of compliance with this paragraph which shall include a copy of this Administrative Consent Order stamped "Filed" by the County Clerk.

72. This Administrative Consent Order shall be binding, jointly and severally, on each party, its successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. No change in the ownership or corporate status of any party or of the facility or Site shall alter the party's responsibilities under this Administrative Consent Order.

73. Robert E. Baldwin shall preserve, during the pendency of this Administrative Consent Order and for a minimum of ten (10) years after its termination, all data and information, including technical records, potential evidentiary documentation and contractual documents, in its possession or in the possession of their divisions, employees, agents, accountants, contractors, or attorneys which relate in any way to the contamination at the Site, despite any document retention policy to the contrary. After this ten year period, Robert E. Baldwin may make a written request to the Department to discard any such documents. Such a request shall be accompanied by a description of the documents involved, including the name of each document, date, name and title of the sender and receiver and a statement of contents. Upon receipt of written approval by the Department, Robert E. Baldwin may discard only those documents that the Department does not require to be preserved for a longer period. Upon receipt of a written request by the Department, Robert E. Baldwin shall submit to the Department all data and information, including technical records and contractual documents or copies of the same. Robert E. Baldwin reserves whatever rights it may have, if any, to assert any privilege regarding such data or information, however, Robert E. Baldwin agrees not to assert any privilege or confidentiality claims with respect to any data related to site conditions, sampling, or monitoring.

74. Robert E. Baldwin shall provide to the Department written notice of the dissolution of its corporate or partnership identity, the liquidation of the majority of its assets or the closure, termination or transfer of operations in accordance with the schedule set forth at N.J.A.C. 7:26B-3.2 prior to such action. Upon such notice, Robert E. Baldwin shall submit a cost review pursuant to this Administrative Consent Order to the Department. Robert E. Baldwin shall also provide written notice to the Department of a filing of a petition for bankruptcy no later than the first business day after such filing. These requirements shall be in addition to any other statutory requirements arising from the dissolution of corporate or partnership identity, the liquidation of the majority of assets, or the closure, termination or transfer of operations. Upon receipt of notice of dissolution of corporate identity, liquidation of assets or filing of a petition for bankruptcy, the Department may request and, within fourteen (14) days of the Department's written request, Robert E. Baldwin shall obtain and submit to the Department additional financial assurance pursuant to this Administrative Consent Order.

75. If Robert E. Baldwin is not the Site owner and Robert E. Baldwin proposes to implement institutional and or engineering controls at the Site in lieu of remediating the Site to an established remediation standard, Robert E. Baldwin shall obtain the Site owner's

written confirmation that the Site owner will record the Department approved deed notice with the county in which the property is located.. If the Site owner agrees to record a deed notice, Robert E. Baldwin shall provide a copy of the deed notice, to the Department, to the Vernon Township Health Department and the Vernon Township Clerk. If the Site owner does not agree to record a deed notice, Robert E. Baldwin shall remediate the Site to the established unrestricted remediation standard.

76. If Robert E. Baldwin is the owner of the Site and Robert E. Baldwin proposes to implement institutional and engineering controls at the Site in lieu of remediating the Site to an established remediation standard, Robert E. Baldwin shall record a deed notice pursuant to N.J.A.C. 7:26E-6.4 and Robert E. Baldwin shall provide a copy of the deed notice if appropriate, with a copy to the Department, pursuant to N.J.A.C. 7:26E-1.4, to the Vernon Township Health Department and the Vernon Township Clerk of the specific institutional and or engineering controls being implemented at the Site.

77. If Robert E. Baldwin remediates the Site to a restricted use remediation standard and Robert E. Baldwin implements institutional and engineering controls, this Administrative Consent Order shall remain in full force and effect including the requirements to file a deed notice pursuant to paragraphs 75 and 76 above and N.J.A.C. 7:26E-6.4, to maintain a remediation funding source, and to pay an annual 1% surcharge of the total amount of the remediation funding source. This Administrative Consent Order shall otherwise be terminated pursuant to paragraph 78 below.

78. If Robert E. Baldwin remediates the Site to the Department's unrestricted use remediation standard, the requirements of this Administrative Consent Order shall be deemed satisfied upon the receipt by Robert E. Baldwin of written notice from the Department stating that Robert E. Baldwin has completed the remediation required by this Administrative Consent Order in accordance with N.J.A.C. 7:26E and has satisfied all financial obligations imposed by this Administrative Consent Order and therefore Robert E. Baldwin does not need to continue to maintain a remediation funding source nor pay the annual 1% surcharge, and that no further action is necessary at the Site. The written notice shall also state that the Administrative Consent Order is thereby terminated. Such written notice shall not relieve Robert E. Baldwin from the obligation to conduct future investigation or remediation activities pursuant to federal, State or local laws for matters not addressed by this Administrative Consent Order.

79. Except as otherwise set forth herein, by the execution of this Administrative Consent Order the Department does not release Robert E. Baldwin from any liabilities or obligations Robert E. Baldwin may have pursuant to any other authority, nor does the Department waive any of its rights or remedies pursuant thereto.

80. Robert E. Baldwin may assert a claim of confidentiality for any information submitted by Robert E. Baldwin pursuant to this Administrative Consent Order, by following the Department's procedures in N.J.A.C. 7:14A-11.

81. Robert E. Baldwin shall submit to the Department, along with the executed original Administrative Consent Order, documentary evidence such as a corporate resolution or a certification by a corporate officer, that the signatory has the authority to bind Robert E. Baldwin to the terms of this Administrative Consent Order.

82. This Administrative Consent Order shall be effective upon the execution the Department and Robert E. Baldwin. If Robert E. Baldwin has applied for financial assistance, the Department will execute the Administrative Consent Order subsequent to approval of the financial assistance. If the financial assistance is denied the Administrative Consent Order shall be null and void. Robert E. Baldwin shall return both original executed Administrative Consent Orders to the Department for Department signature together with the signature authorization required by Paragraph 81 above.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: 11/2/01

BY: *Ronald T. Corcoran*
 Ronald T. Corcoran, Assistant Director
 Responsible Party Cleanup Element

Date: 10/16/01

BY: *Robert E. Baldwin*
 Robert E. Baldwin

Robert E. Baldwin, Pres.
 Print Full Name Signed Above
 Title