

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASES**

This settlement agreement and mutual release (the “Agreement” or “Settlement Agreement”) dated \_\_\_\_\_, 2022 (the “Effective Date”), is entered into by and among New Jersey Department of Environmental Protection (“DEP” or “Department”), the Commissioner of the DEP, and the Administrator of the New Jersey Spill Compensation Fund (“Administrator”) (collectively, “Plaintiffs”) one the one hand and defendants Red Horse Shoppes Inc., George Lance, and Hope Lance (collectively, the “Red Horse Defendants”) as well as defendants Star Food Mart, Inc., and Violet K. Jamal (collectively, the “Star Mart Defendants” and, together with the Red Horse Defendants, the “Defendants”) on the other hand. For ease of reference, the foregoing defined entities and individuals are sometimes referred to herein as a “Party” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, , the Parties have been, and are currently, engaged in litigation concerning the remediation of real property located at 1201 Route 31, Clinton Township, Hunterdon County, New Jersey 08833 and designated as Block 89.02, Lot 1 (formerly Block 89, Lot 8-1), on the Tax Map of Clinton Township (the “Property”), Site Remediation Program PI# 002507, that is pending in the New Jersey Superior Court, Law Division, Hunterdon County, entitled New Jersey Department of Environmental Protection et al. v. Red Horse Shoppes, Inc., et al., Docket No. HNT-L-47-18 (the “Litigation”); and

**WHEREAS**, the Litigation also involves issues related to reimbursement for certain purported cleanup and removal costs expended by Plaintiffs related to the Property, the validity of which the Red Horse Defendants contested; and

**WHEREAS**, to avoid the time and expense associated with continued and further litigation involving these matters, the Parties have reached an agreement in principle and wish to memorialize same in a written settlement agreement, which shall reduce to writing the complete and final settlement of the claims, differences, and any causes of action with respect to the Litigation without any admission of liability or wrongdoing; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration provided to each Party hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **SECTION 1 – INCORPORATION**

**1.1 Incorporation by Reference.** Each of the foregoing recitals is incorporated by reference herein, as are any referenced documents, and both are made a part of this Agreement by incorporation.

## **SECTION 2 – SETTLEMENT TERMS AND CONDITIONS**

**2.1 Settlement Payment to Plaintiffs from the Red Horse Defendants.** In consideration for the dismissal of the Litigation, and the mutual releases provided herein, the Red Horse Defendants shall pay to Plaintiffs the collective sum of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00), which shall be funded from the proceeds of the forthcoming sale of the Property (“Property Sale”) and will be wired directly to Plaintiffs on the date of the closing of the Property Sale.

The Red Horse Defendants shall notify the DEP via immediately upon wiring the funds. The Red Horse Defendants shall provide the exact date and amount of the wire to Frank DeFeo, at frank.defeo@dep.nj.gov. The wiring instructions are as follows:

**Bank Name:** Wells Fargo Bank NA

**Bank Address:** 1525 West W.T. Harris Blvd. (MAC D1113-037), Charlotte, NC 28262

**ABA Routing Number:** 121000248

**Beneficiary Account Name:** Bank Code E8 – Hazardous Discharge

**Beneficiary Account Number:** 2100007132552

**Dunn’s #:** 969936830

**Fed ID#:** 216-000-928

**2.2 Settlement Payment to Plaintiffs from the Star Mart Defendants.** In consideration for the dismissal of the Litigation, and the mutual releases provided herein, the Star Food Mart Defendants shall pay to the Plaintiffs the sum total of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00) in the form of 44 consecutive monthly payments of \$1,000.00. The Star Mart Defendants’ first monthly payment shall be due thirty (30) days from the Effective Date of this Agreement, and each monthly payment thereafter shall be due by the fifteenth (15) day of each consecutive month. Should Star Food Mart Defendants fail to make a payment in accordance with the schedule set forth in this Paragraph within 30 calendar days of the due date, Plaintiffs may, in their sole discretion, declare the remaining balance owed by the Star Mart Defendants immediately due and owing, with interest as provided for by the New Jersey Court Rules. The Star Mart Defendants shall pay the amounts set forth herein by a certified or Attorney Trust Account check made payable to “Treasurer, State of New Jersey.” Each of the payments shall be submitted simultaneously with a payment invoice (to be provided to the Star Mart Defendants by the Department) to the Division of Revenue and Enterprise Services at the following address: New Jersey Department of the Treasury, Division of Revenue and Enterprise

Services, PO Box 417, Trenton, New Jersey 08646-0417. The Star Mart Defendants shall also mail a photocopy of each certified check and the payment invoice to DEP at the following address: Assistant Director, Financial Services Element, Division of Enforcement, Technical & Financial Support, New Jersey Department of Environmental Protection, Mail Code 401-06I, P.O. Box 420, Trenton, New Jersey 08625-0420, with an additional copy to: Section Chief, Environmental Enforcement and Environmental Justice Section, R.J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625. This arrangement and manner of service may be altered by agreement of Plaintiffs and the Star Mart Defendants.

**2.3 Settlement Payments As Several Obligations.** The Red Horse Defendants' and Star Mart Defendants' foregoing payment obligations (set forth in Paragraphs 2.1 and 2.2, respectively) are several. Accordingly, the failure of any of the Star Mart Defendants to pay the funds as provided in Paragraphs 2.2 shall neither constitute any breach of this Agreement with respect to the Red Horse Defendants, nor shall it affect the Red Horse Defendants' obligations. Similarly, the failure of any of the Red Horse Defendants to pay the funds as provided in Paragraphs 2.1 shall neither constitute any breach of this Agreement with respect to the Star Mart Defendants, nor shall it affect the Star Mart Defendants' obligations.

**2.4 Attorneys' Fees and Costs.** Each Party is responsible for bearing their own costs, expenses, and attorneys' fees incurred in connection with the Litigation and in connection with the negotiation and execution of this Agreement notwithstanding any Party's statutory, common law, or contractual right to recover fees, costs, or expenses against any other Party or Parties.

**2.5 Remedial Action Permit Requirements.** On February 7, 2019, the Department issued a Remedial Action Permit to Wesley Lance, Owner, Red Horse Shoppes, Inc. (copy attached as Exhibit A). On April 3, 2019, Red Horse Shoppe, Inc.'s Licensed Site Remediation Professional ("LSRP") issued an Entire Site, Limited Use with Permit Requirements, Response Action Outcome ("RAO") for the Site, Facility ID 002507 (copy attached as Exhibit B). As the Person Responsible for Conducting Remediation, Red Horse Shoppes, Inc. shall submit a Remedial Action Permit Transfer/Change of Property Ownership application within 60 days following sale of the Property to add the new owner as a co-permittee pursuant to N.J.A.C. 7:26C-7.11 (Transfer of a Remedial Action Permit by a Statutory Permittee). Both Red Horse Shoppes, Inc. and the new owner shall be considered co-permittees responsible for future applicable Remedial Action compliance pursuant to N.J.A.C. 7:26C-7. Red Horse Shoppes, Inc. and its co-permittee(s) shall have an ongoing obligation under the issued Remedial Action Permit until the site reaches applicable groundwater remediation standards and the Remedial Action Permit is terminated.

### **SECTION 3 – MUTUAL RELEASES**

**3.1 General Mutual Releases.** Subject to the terms of Paragraph 2.5 of this Agreement, the Parties, and each of their past and present, direct and indirect, parents, subsidiaries, successors-in-interest, predecessors-in-interest, and affiliated companies, entities, partnerships, joint ventures, limited partnerships, and limited liability companies, and each of

their respective current or former officers, directors, shareholders, partners, members, principals, heirs, administrators, executors, employees, servants, agents, attorneys and representatives, and the successors and assigns of each of them, do hereby release remise, acquit, and forever discharge each Party and each Party's past and present, direct and indirect, parents, subsidiaries, successors-in-interest, predecessors-in-interest, and affiliated companies, entities, partnerships, joint ventures, limited partnerships, and limited liability companies, and each of their respective current or former officers, directors, shareholders, partners, members, principals, heirs, administrators, executors, employees, servants, agents, attorneys and representatives, and the successors and assigns, from any and all known and unknown claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, attorneys' fees, of whatever nature, whether based in statute, tort, contract, or any other theory of recovery (including, without limitation, any fraud-based claims) that were asserted, could have been asserted, or should have been asserted in the Litigation against any Party to this Agreement prior to the Effective Date and/or are otherwise related to the contamination and remediation of the contamination located at the Property (the "Released Claims").

**3.2 Knowing Release.** Each Party assumes the risk that the Released Claims may be or may become greater or more extensive than is now known to be, anticipated, or expected by any Party. In addition, the Parties, acknowledging that additional information not known at the time of this Agreement could have affected their decision to agree to execute and deliver this Agreement, hereby waive the provisions of any applicable laws restricting the release of claims that a person or entity does not know or suspect to exist at the time of this Agreement. Each Party further agrees that, while facts different from or in addition to those now known or believed to be true with respect to the subject matter of the Released Claims may be discovered, each Party shall remain bound to their releases, which shall remain in effect.

**3.3 Covenant Not to Sue.** Each Party to this Agreement covenants not to institute any litigation, claim, and/or legal or administrative proceeding related to the Released Claims against any other Party to this Agreement other than as may be necessary to enforce the terms of the Agreement.

**3.4 Warrant of Satisfaction.** In further consideration of the payment Red Horse Defendants are making pursuant to Paragraph 2.1 above, and except as otherwise provided below, the Plaintiffs agree that they will provide a fully executed copy of the warrant of satisfaction for the Lien (DJ-292361-10), which shall become effective upon Plaintiffs' receipt of the Red Horse Defendants payment pursuant to Paragraph 2.1 above, in the form appended hereto as **Exhibit "C."** Plaintiffs acknowledge that the warrant of satisfaction is a closing delivery for the Property Sale and shall therefore deliver to Red Horse Defendants the fully executed copy within fifteen (15) days of the date this Agreement becomes binding and effective with respect to the Red Horse Defendants pursuant to Paragraph 5.1 below. Plaintiffs represent and warrant that no other lien or judgment has been filed against the Red Horse Defendants, the Property, or any other property owned by any of the Red Horse Defendants in connection with the Released Claims or the Litigation. In the event that any such additional liens or judgments exist, Plaintiffs agree to include such liens or judgments in the warrant of satisfaction.

**3.5 Court Approval.** The Parties agree to seek Court approval of this Agreement following its execution so that, in accordance with N.J.S.A. 58:10-23.11f(a)(2)(b) and 42 U.S.C.A. § 9613(f)(2), Defendants are protected from future contribution actions.

**3.6 No Pre-Authorization.** The Parties agree that nothing in this Settlement Agreement shall be deemed to constitute pre-authorization of a claim against the New Jersey Spill Compensation Fund within the meaning of N.J.S.A. 58:10-23.11k. or N.J.A.C. 7:1J.

#### **SECTION 4 - RESERVATIONS**

**4.1 Plaintiffs' Reservations.** The foregoing releases and covenants do not pertain to any matters other than those expressly stated. Plaintiffs reserve the right to enforce the requirements set forth in Paragraph 2.5 and bring any administrative or legal action in connection therewith, and any action seeking recovery of future costs. Plaintiffs reserve their potential rights against any of the Defendants concerning matters unrelated to the Lawsuit, including without limitation, any claims that could or should be brought in the cases currently pending in the United States District Court for the District of New Jersey captioned N.J.D.E.P., et al. v. Amerada Hess Corp., et al., Civ. No. 3:07-cv-5284 and 3:15-cv-06468 as well as the case pending in the United States District Court for the Southern District of New York captioned In Re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation, MDL No. 1358, and claims it could have brought for natural resource damage. Plaintiffs further reserve the right to seek to enforce any terms of this Agreement against Defendants upon a breach of same.

**4.2 Defendants' Reservations.** Defendants reserve the right to seek to enforce the terms of this Agreement against Plaintiffs in any Court of competent jurisdiction (as later defined) upon the breach of any term of same.

#### **SECTION 5 – DISMISSAL OF THE LITIGATION**

**5.1 Execution of the Agreement.** The next business day following the conclusion of the sixty (60) day notice and comment period set forth in N.J.S.A. 58:10-23.11e2 ("Notice and Comment Period"), this Agreement shall become binding and effective on all Parties thereto, which the Parties will memorialize that day by executing this Agreement; provided, however, that the effectiveness of this Agreement on any of the Defendants is several so that the failure of any of the Red Horse Defendants to execute this Agreement shall have no effect on effectiveness of the Agreement with respect to the Star Mart Defendants that have executed the Agreement, and vice versa; and further subject to Plaintiffs' review of any public comments received in the course of the Notice and Comment Period that discloses material facts or considerations that indicate to Plaintiffs, in their sole discretion, that this Settlement Agreement is inappropriate, improper or inadequate.

**5.2 Dismissal with Prejudice.** Simultaneous with the execution of this Agreement by all Parties, counsel for the Parties shall execute for filing a stipulation of dismissal in the form attached hereto as **Exhibit "D"** (the "Stipulation"), which provides for the dismissal of the

Litigation in its entirety, with prejudice and without costs. The Stipulation shall be filed by Plaintiffs within five (5) days of the Effective Date of this Agreement.

## **SECTION 6 – MISCELLANEOUS PROVISIONS**

**6.1 Further Assurances.** The obligations of the Parties require that the Parties exercise good faith and best efforts in effectuating and fulfilling the obligations and mutual promises set forth herein. In furtherance thereof, the Parties agree at any time, and from time to time, to take such actions as may be reasonably requested and to execute any and all documents reasonably requested by any other Party to carry out and further the intent of this Agreement. This obligation includes Plaintiffs' fulfillment of any of the requirements set forth in N.J.S.A. 58:10-23.11e2 within five (5) business days of all Parties' approval of the form and content of this Agreement.

**6.2 Bound Parties.** By executing this Agreement, the Parties agree to be bound by its terms. Any person or entity who succeeds to the rights, responsibilities, and/or obligations of any Party hereto, either by operation of law, assignment, or otherwise, including, without limitation and as applicable, any heirs, designees, next-of-kin, executors, administrators, legal representatives, successors, or assignees, are bound by the terms of this Agreement.

**6.3 No Admission of Liability.** Any Party's execution of this Agreement is not, in any way, an admission as to any liability by any Party. By executing this Agreement, no Party acknowledges any liability or breach of duty or obligation to any other Party; rather, this Agreement merely represents a compromise among all Parties of disputed claims.

**6.4 Consultation with Legal Counsel.** Each Party acknowledges that it/he/she consulted with legal counsel, or otherwise had the opportunity to consult with legal counsel, and any other experts or other advisors as it/he/she have deemed necessary in connection with the execution of this Agreement and the transactions set forth herein.

**6.5 Negotiation by the Parties; Construction.** The Parties acknowledge and agree that this Agreement was negotiated and drafted at arms-length with the input of all Parties and their respective counsel. The Parties further acknowledge and agree that any questions or concerns have been addressed and satisfactorily resolved prior to the execution of this Agreement and, accordingly, no Party is presumptively entitled to have any provision of this Agreement construed against any other Party. This Agreement shall be interpreted in a reasonable manner to effect the intent and purposes of the Parties.

**6.6 Entire Agreement.** This Agreement and the documents executed and delivered in connection herewith comprise and contain the entire and final understanding among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

**6.7 Amendments.** No amendment or modification of this Agreement is valid or binding unless such amendment or modification is made in writing and signed by all Parties.

**6.8 Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or gender neutral, shall include all other genders; the singular shall include the plural and vice versa. Titles of Sections or Subsections are strictly for convenience only and shall not modify the rights and/or obligations created by this Agreement.

**6.9 Notices.** Any notice, demand, offer, consent, report, approval, or other written document required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice or such party's counsel, and, as required, shall be mailed by certified mail, return receipt requested, sent by UPS Next Day Air, sent by other nationally recognized next-day mail service, or sent by electronic means to the Parties as follows:

As to Plaintiffs Department, Commissioner & Administrator:

Section Chief  
EEEJ Section  
Department of Law & Public Safety  
Division of Law  
Richard J. Hughes Justice Complex  
P.O. Box 093  
Trenton, New Jersey 08625-0093  
(609) 376-2740

As to the Red Horse Defendants:

Emily M. Lamond, Esq.  
Cole Schotz P.C.  
25 Main Street  
Hackensack, NJ 07601  
Direct 201.525.6255  
Fax 201.678.6255  
elamond@coleschotz.com

As to the Star Mart Defendants:

Anthony Arturi, Esq.  
Arturi Law  
3 Prospect Street  
Morristown, NJ 07960  
(973) 644-5110

**6.10 No Waiver.** No consent or waiver, express or implied, by a Party to or of any breach by a Party in the performance by it/him/her of its/his/her obligations hereunder shall be deemed or construed to be consent or waiver to or of the breach in performance by such Party of the same or any other obligation of such Party hereunder. Failure on the part of any Party to

complain of any act, failure to act, or to declare any other Party in default, regardless of how long such failure continues, shall not constitute a waiver by a Party of its rights hereunder. All consents and waivers shall be in writing and signed by the Party waiving compliance.

**6.11 Facsimile Signatures Binding; Counterparts.** The Parties intend and agree that a carbon copy, photocopy, scan, or facsimile of this Agreement with their signatures thereon shall be treated as an original and shall be deemed as binding, valid, genuine, and authentic as an original signature document for all purposes, including, without limitation, all matters of evidence and the “best evidence rule.”

**6.12 Effectiveness.** This Agreement shall become immediately effective and binding once all Parties have signed the Agreement (the aforementioned “Effective Date”).

**6.13 Severability.** If at any time any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, and/or unenforceable, such provision shall be of no force and effect, but the illegality, invalidity, and/or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement, provided that the invalid provision does not eliminate or substantially impair the consideration given to any Party hereunder, in which event the Agreement shall be deemed of no force and effect.

**6.14 Enforceability; Governing Law; Venue; Attorneys’ Fees.** This Agreement, when executed by the Parties in accordance with the provisions hereof, shall constitute legal, valid and binding obligations of the settling defendants, enforceable against the Red Horse Shoppes Defendants and Star Food Mart Defendants in accordance with its terms in the Superior Court of New Jersey, which shall retain jurisdiction to enforce its terms. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey without regard to conflict of law principles. Any action or proceeding on this Agreement shall be brought in the New Jersey Superior Court, Law Division, Hunterdon County, and all Parties consent to such court having sole and exclusive jurisdiction in such an action. The Parties further agree that in the event any Party is required to take legal action to enforce the terms of this Agreement, in addition to seeking any other available remedies, the non-breaching Party shall be entitled to recover from the breaching Party or Parties, its reasonable costs and attorneys’ fees incurred in connection with enforcing the terms of this Agreement and seeking any other available relief.

**6.15 Police Power.** Plaintiffs acknowledge and represent that they enter into this Settlement Agreement pursuant to the police powers of the State of New Jersey for the enforcement of the laws of the State and the protection of the public health and safety and the environment.

**6.16 Retention of Records.** Defendants shall preserve during the pendency of this Settlement Agreement and for a minimum of five (5) years after the Effective Date, all data and information, including technical records, potential evidentiary documentation and contractual documents, in Defendants’ possession or in the possession of their divisions, employees, agents, accountants, contractors, or attorneys, which in any way concern the Property, despite any



document retention policy to the contrary. After the 5-year period, such information and documents may be disregarded.

**REMAINDER LEFT INTENTIONALLY BLANK**

**[SIGNATURE PAGES TO FOLLOW]**

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION & COMMISSIONER  
OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
David Haymes  
Director, Division of Enforcement, Technical &  
Financial Support  
New Jersey Department of  
Environmental Protection

Dated:

NEW JERSEY SPILL COMPENSATION FUND

By: \_\_\_\_\_  
David Haymes  
Administrator, New Jersey Spill  
Compensation Fund  
New Jersey Department of  
Environmental Protection

Dated:

MATTHEW J. PLATKIN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_  
Thomas Lihan (020891991)  
Deputy Attorney General

Dated:

RED HORSE SHOPPES, INC.

By: George Lance

Dated:  
6/22/22

GEORGE LANCE

By: George Lance

Dated:  
6/22/22

HOPE LANCE

By: Hope Lance

Dated:  
6/22/22

VIOLET K. JAMAL and STAR FOOD MART, INC.

By: \_\_\_\_\_

Dated:

**Exhibit A**  
**Remedial Action Permit**



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CATHERINE R. MCCABE  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

Site Remediation and Waste Management Program  
*Remediation Review Element*  
*Bureau of Remedial Action Permitting*  
401 E. State Street  
P.O. Box 420  
Mail Code 401-05S  
Trenton, NJ 08625-0420  
Phone: (609) 984-2990

February 7, 2019

Wesley Lance  
Owner  
Red Horse Shoppes, Inc.  
1 Van Syckle Place  
High Bridge, NJ 08829

Re: Ground Water Remedial Action Permit  
Site: Red Horse Shoppes (Former BP Service Station)  
AKA: Lebanon BP/Gill Petroleum, Inc.  
Address: 1201 Route 31  
City: Clinton Township  
County: Hunterdon  
SRP Program Interest (PI) #: 002507  
Ground Water Remedial Action Permit #: RAP180001

Dear Mr. Lance:

Enclosed is a Ground Water Remedial Action Permit issued pursuant to the Site Remediation Reform Act, 58:10C-1 et seq. and the Administrative Requirements for the Remediation of Contaminated Sites at N.J.A.C. 7:26C-1 et seq. This permit becomes effective on February 14, 2019. Please note the referenced permit and program interest numbers and refer to them when corresponding with the Department.

The enclosed permit requires the permittee to conduct monitoring, maintenance and evaluation for compliance and effectiveness of the remedial action and its associated institutional control. The permit establishes requirements necessary for demonstrating that the remedial action and control continue to be protective of public health, safety and the environment.

## Requirement to Retain License Site Remediation Professional (LSRP)

The Technical Requirements for Site Remediation (Technical Requirements) at N.J.A.C. 7:26E-1.8 define remediation to include a remedial action. The Technical Requirements further define remedial action such that "... A remedial action continues as long as an engineering control or an institutional control is needed to protect the public health and safety and the environment, and until all unrestricted use remediation standards are met." Therefore, a person who is implementing a remedial action that includes an engineering or institutional control is conducting remediation, and that person is required to hire a LSRP pursuant to the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; see N.J.A.C. 7:26C-2.3(a) and (b)).

At all times, an LSRP is required to be retained for a case that has a Deed Notice, Classification Exception Area, Soil Remedial Action Permit, and/or Ground Water Remedial Action Permit until the remedial action(s) is no longer needed to protect the public health and safety and the environment, and until all unrestricted use remediation standards are met. The LSRP must be retained to operate, maintain, and monitor the institutional and/or engineering controls at the site, to ensure that the remedial action(s) remains protective of public health and safety and the environment, and to ensure compliance with the requirements of the Deed Notice, Classification Exception Area, Soil Remedial Action Permit, and/or the Ground Water Remedial Action Permit. This includes but is not limited to site inspections, ground water sampling, biennial submission of a Soil and/or Ground Water Remedial Action Protectiveness/Biennial Certification Form and Report, responding to any activities involving the institutional and/or engineering controls at the site, and responding to any public inquiries regarding the current status of the site. It is the responsibility of the LSRP certifying the Remedial Action Permit application to inform the Responsible Entity of the requirement regarding LSRP retention for a case that has a Soil and/or Ground Water Remedial Action Permit.

An LSRP may be retained or dismissed for a case that has an approved Soil and/or Ground Water Remedial Action Permit through the New Jersey Department of Environmental Protection online portal ([www.nj.gov/dep/online/](http://www.nj.gov/dep/online/)) by choosing the "LSRP Retention" or "LSRP Release" submission type selection option within the "LSRP Notification of Retention or Dismissal" service, and choosing the "Remedial Action Permit" activity in the case selection page. Please note that the Bureau of Remedial Action Permitting records the LSRP Retention for pending Remedial Action Permit Applications so there is no need to perform this function online. Also note that the LSRP Comprehensive Report ([datamine2.state.nj.us/DEP\\_OPRA/OpraMain/categories?category=SRRA](http://datamine2.state.nj.us/DEP_OPRA/OpraMain/categories?category=SRRA)) now includes information pertaining to approved Soil and Ground Water Remedial Action Permits to which the LSRP is assigned.

## Annual Fees

Please be aware that there are annual fees associated with this permit in accordance with N.J.A.C. 7:26C-4.6. These annual permit fees will be handled by invoicing the fee billing contact we have on record:

**Wesley Lance**  
**Owner**  
**Red Horse Shoppes, Inc.**  
**1 Van Syckle Place**  
**High Bridge, NJ 08829**  
**Phone: (908) 638-9339**  
**Email: [AandLpoolservice@gmail.com](mailto:AandLpoolservice@gmail.com)**

Any changes to this contact should be brought to the Department's attention. Changes to fee billing contacts are updates and are not considered modifications to the permit.

The Department looks forward to future continued cooperation in working together to provide a healthy environment for the citizens of New Jersey and to protect its resources. Going forward, questions or comments regarding this permit should be addressed to Michael Gaudio with the Bureau of Remedial Action Permitting at [Michael.Gaudio@dep.nj.gov](mailto:Michael.Gaudio@dep.nj.gov) or 609-984-5868.

Sincerely,



William S. Hose, Assistant Director  
Remediation Review Element

Enclosure

cc: Clinton Township Clerk (via email)  
Hunterdon County Clerk (via email)  
Hunterdon County Health Department (via email)  
Francis X. Rooney, LSRP, EWMA (via email)



Bureau of Remedial Action Permitting  
401 East State Street  
P.O. Box 420  
Mail Code 401-05S  
Trenton, NJ 08625-0420  
Phone: (609) 984-2990

## GROUND WATER REMEDIAL ACTION PERMIT Monitored Natural Attenuation

The New Jersey Department of Environmental Protection hereby grants you a Remedial Action Permit pursuant to N.J.S.A. 58:10C-1 et seq. and N.J.A.C. 7:26C-1 et seq. for the facility/activity named in this document. This permit is the regulatory mechanism used by the Department to help ensure your remedial action will be protective of human health and the environment.

This permit establishes the monitoring, maintenance, and evaluation requirements for determining the effectiveness of an on-going ground water remediation. The monitoring program for this site shall be consistent with the attached Ground Water Monitoring Plan. A Classification Exception Area/Well Restriction Area (CEA/WRA) has been established for the site and is consistent with the attached CEA/WRA Fact Sheet.

**Site: Red Horse Shoppes (Former BP Service Station)**  
**AKA: Lebanon BP/Gill Petroleum, Inc.**

<b><u>Facility Address:</u></b>  1201 Route 31 Clinton Township, NJ 08833 Hunterdon County Block: 89.02 Lot: 1	<b><u>SRP PI #:</u></b> 002507  <b><u>Permit #:</u></b> RAP180001  <b>Issuance Date:</b> 02/07/2019  <b>Effective Date:</b> 02/14/2019
<b><u>Person Responsible for Conducting the Remediation - Co-Permittee:</u></b>  Wesley Lance Owner Red Horse Shoppes, Inc. 1 Van Syckle Place High Bridge, NJ 08829 Phone: (908) 638-9339 Email: <a href="mailto:AandLpoolservice@gmail.com">AandLpoolservice@gmail.com</a> <p style="text-align: center;">Primary Responsibility for Permit Compliance</p>	
<b><u>Property Owner - Co-Permittee:</u></b>  Wesley Lance Owner Red Horse Shoppes, Inc. 1 Van Syckle Place High Bridge, NJ 08829 Phone: (908) 638-9339 Email: <a href="mailto:AandLpoolservice@gmail.com">AandLpoolservice@gmail.com</a>	



## I. Authority

The Department is issuing this permit in accordance with N.J.S.A. 58:10C-1 et seq. and N.J.A.C. 7:26C-1et seq.

## II. Permit Requirements

### A. GROUND WATER MONITORING REPORTING AND REQUIREMENTS

#### 1. Reporting Requirements

a. The permittee shall submit a monitoring report in accordance with the schedule in the attached Ground Water Monitoring Plan. Submit the monitoring report with the Remedial Action Protectiveness/Biennial Certification Form biennially from the effective date of this permit. [N.J.A.C. 7:26C- 7.9(a)]

b. The permittee shall retain a LSRP for the Ground Water Remedial Action Permit until the remedial action is no longer needed to protect the public health and safety and the environment, and until all unrestricted use remediation standards are met. The LSRP must be retained to operate, maintain, and monitor the institutional and/or engineering controls at the site, to ensure that the remedial action remains protective of public health and safety and the environment, and to ensure compliance with the requirements of the Ground Water Remedial Action Permit. This includes but is not limited to site inspections, ground water sampling, biennial submission of a Ground Water Remedial Action Protectiveness/Biennial Certification Form and Report, responding to any activities involving the institutional and/or engineering controls at the site, and responding to any public inquiries regarding the current status of the site. [N.J.A.C. 7:26C- 2.3(a and b)]

#### 2. Sampling and Analysis

a. Sampling is to occur according to the applicable method(s) obtained from the Field Sampling Procedures Manual (the sampling method is noted in the site-specific Quality Assurance Performance Plan). [N.J.A.C. 7:26E- 2.1]

b. Samples are to be analyzed for the parameters listed in the attached Ground Water Monitoring Plan using the method or most recent revision of the method noted in the site-specific Quality Assurance Performance Plan. The method chosen must have adequate sensitivity to meet all applicable remediation standards/screening levels. The permittee shall collect and analyze samples pursuant to the attached Ground Water Monitoring Plan. [N.J.A.C. 7:26E- 2.1]

### B. REMEDIAL ACTION PROTECTIVENESS/BIENNIAL CERTIFICATION FORM

#### 1. Reporting Requirements

a. The permittee shall prepare and submit to the Department a Remedial Action Protectiveness/Biennial Certification Form every two years following the anniversary of the date of the effective date of this permit. The certification shall be submitted on the required form provided by the Department. Submit a Remedial Action Protectiveness/Biennial Certification Form biennially from the effective date of this permit. [N.J.A.C. 7:26C- 7.7(a)1]

## 2. Evaluation Requirements

- a. The permittee shall hire a Licensed Site Remediation Professional to prepare and certify that the remedial action continues to be protective of the public health and safety and the environment. [N.J.A.C. 7:26C- 1.5(a)2]
- b. The permittee shall conduct the remediation in accordance with all applicable statutes, rules, and guidance. [N.J.A.C. 7:26C- 1.2(a)]
- c. The Remedial Action Protectiveness/Biennial Certification Form shall include a comparison of the laws, Ground Water Quality Standards, and other regulations applicable at the time the Department established the ground water classification exception area, with any relevant subsequently promulgated or modified laws or regulations to determine whether the classification exception area remains protective. The results shall be provided in table format, comparing of applicable laws, regulations, and standards. [N.J.A.C. 7:26C- 7.9(b)2]
- d. The Remedial Action Protectiveness/Biennial Certification Form shall include an evaluation of whether there are any planned changes within a 25-year water use planning horizon for the aquifer(s) in which the ground water classification exception area is located since the Department established the ground water classification exception area or the last completed biennial review, whichever is more recent. [N.J.A.C. 7:26C- 7.9(b)3]
- e. The Remedial Action Protectiveness/Biennial Certification Form shall include an evaluation of whether there have been any actual changes in the ground water use since the Department established the ground water classification exception area or the last completed biennial review. The results of the evaluation of the changes in ground water use include a scaled map identifying all wells and/or waterlines found within one mile from any part of the boundaries of the ground water classification exception area. [N.J.A.C. 7:26C- 7.9(b)4]
- f. The permittee shall maintain a maintenance and evaluation log for each monitoring well used to establish the ground water classification exception area. The log shall include a description of any well damage or vandalism identified or repairs completed. If any of the damage resulted in the decommissioning of a well, provide a copy of the Well Abandonment Report. [N.J.A.C. 7:26C- 7.9(b)5]
- g. The Remedial Action Protectiveness/Biennial Certification Form shall include an evaluation of any land use disturbance that may intercept the water table within the area of the ground water classification exception area that could result in a contaminated discharge to surface water. If any such disturbances are identified, sample the ground water/surface water downgradient and proximate to the land use disturbance to determine whether the ground water meets the more stringent of either: (1) The New Jersey Surface Water Quality Standards, N.J.A.C. 7:9B; or (2) The Federal Surface Water Quality Criteria, 40 CFR Part 131. [N.J.A.C. 7:26C- 7.9(b)6]
- h. The Remedial Action Protectiveness/Biennial Certification Form shall include an evaluation of the fate and transport of the ground water contamination plume, including any additional remediation conducted, modification of the remedial action, or proposed revision of the ground water classification exception area, and apply for a modification of the Ground Water Remedial Action Permit to ensure that the remedial action remains protective of the public health and safety and the environment. [N.J.A.C. 7:26C- 7.9(b)7i and (d)2]
- i. The permittee shall evaluate any changes in property use that may increase the risk of vapor intrusion from volatile ground water contaminants. [N.J.A.C. 7:26C- 7.9(b)7ii and (d)2]

j. Within 180 calendar days after the anticipated expiration date of the ground water classification exception area, the permittee shall collect at least two rounds of ground water samples such that the time between sampling events accounts for seasonal fluctuations in the ground water table and the number of ground water samples collected is representative of the entire horizontal and vertical extent of the ground water classification exception area. If ground water samples indicate that contaminant concentrations have decreased to or below the applicable ground water quality standards throughout the ground water classification exception area, then the permittee may request that the Department remove the ground water classification exception area pursuant to N.J.A.C. 7:26C-7.3(g) and terminate the Ground Water Remedial Action Permit pursuant to N.J.A.C. 7:26C-7.13. If ground water samples indicate that contaminant concentrations have not decreased to or below the applicable ground water quality standards throughout the ground water classification exception area, then the permittee shall modify the remedial action by re-modeling the fate and transport of the ground water contaminant plume, proposing a revision to the ground water classification exception area, and applying for a modification of the Ground Water Remedial Action Permit pursuant to N.J.A.C. 7:26C-7.12. [N.J.A.C. 7:26C- 7.9(f)]

#### C. FINANCIAL ASSURANCE REQUIREMENTS

##### 1. No Engineering Control

a. Financial Assurance is not required since an engineering control is not in place for this site. [N.J.A.C. 7:26C- 7.10]

#### D. FEES

1. For each year hereafter on the anniversary of the effective date of this permit, the Department shall invoice the permittee the amount of the annual Remedial Action Permit Fee. [N.J.A.C. 7:26C- 4.6]

#### E. PERMIT TRANSFERS

1. The permittee shall, no later than 60 days after the sale or transfer of the property, or transfer of the operation of the property, or termination of a lease, submit a Remedial Action Permit Transfer/Change of Ownership Application and pay the permit transfer fee to the Department. [N.J.A.C. 7:26C-7.11(b)]

#### F. PERMIT MODIFICATIONS

##### 1. Ground Water Permit Modifications

a. The permittee shall apply to have the Department modify a Remedial Action Permit after a change in the remedial action pursuant to N.J.A.C. 7:26C-6.4. [N.J.A.C. 7:26C-7.12(b)1]

b. The permittee shall apply to have the Department modify a Remedial Action Permit after the permittee changes its address. [N.J.A.C. 7:26C-7.12(b)3]

#### G. PERMIT TERMINATIONS

1. A request for a permit termination can be filed by submitting a Remedial Action Permit Application to terminate the permit to the Department when the remedial action meets all applicable remediation standards without the need for the Remedial Action Permit and the remedial action is protective of the public health and safety and of the environment without the presence of the Remedial Action Permit. [N.J.A.C. 7:26C- 7.13]

## H. FORM SUBMITTAL

1. Any forms, applications or documents required by this chapter that can be submitted in an electronic format shall be submitted electronically 90 days after the date that the Department informs the public in the New Jersey Register that the relevant electronic application is functional. [N.J.A.C. 7:26C- 1.6(c)]
2. All submissions required pursuant to this permit shall be made on forms approved and available from the Department. These forms and instructions for completing these forms can be found at <http://www.nj.gov/dep/srp/srra/forms>. [N.J.A.C. 7:26C- 1.6]

## III. Permit Schedule

<b>Permit Effective Date: 02/14/2019</b>	
<b>Submission Requirement</b>	<b>Due Date</b>
Submit a Remedial Action Protectiveness/Biennial Certification Form	02/14/2021
Submit a Remedial Action Protectiveness/Biennial Certification Form	02/14/2023
Submit a Ground Water Remedial Action Permit Application (Modification or Termination)	02/14/2024

Note: Remedial Action Protectiveness/Biennial Certification Forms are required to be submitted according to the schedule, and shall continue to be submitted until the Permit is terminated or modified.

Your Ground Water Remedial Action Permit under Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1 et seq. has been approved by the New Jersey Department of Environmental Protection.

Sincerely,



William S. Hose, Assistant Director  
Remediation Review Element

## IV. Attachments:

- A. CEA/WRA Fact Sheet
  - B. Ground Water Monitoring Plan
- CEA ID: CEA1530676  
Onsite: Block: 89.02 Lot: 1 and Off-Site: Block: 90 Lot: 4

## Attachment A

### Classification Exception Area/Well Restriction Area Fact Sheet

**Case Information:**

<b>SRP PI #:</b>	002507
<b>RAP Number:</b>	RAP180001
<b>Case Name:</b>	Red Horse Shoppes (Former BP Service Station)
<b>AKA:</b>	Lebanon BP/Gill Petroleum, Inc.
<b>Address:</b>	1201 Route 31 Clinton Township
<b>County:</b>	Hunterdon

**--- Site Location: Refer to Exhibit A ---**

**Block and Lot of the CEA:**

<u>Subject Item</u>	<u>Block</u>	<u>Lot</u>	<u>Municipality</u>	<u>Off-Site</u>
CEA101530676	89.02	1	Clinton Township	No
CEA101530676	90	4	Clinton Township	Yes

**Facility Contacts:**

<b><u>Co-Permittee:</u> Person Responsible for Conducting the Remediation:</b>	Wesley Lance Owner Red Horse Shoppes, Inc. 1 Van Syckle Place High Bridge, NJ 08829 Phone: (908) 638-9339 Email: <a href="mailto:AandLpoolservice@gmail.com">AandLpoolservice@gmail.com</a> Primary Responsibility for Permit Compliance
<b><u>Co-Permittee:</u> Property Owner:</b>	Wesley Lance Owner Red Horse Shoppes, Inc. 1 Van Syckle Place High Bridge, NJ 08829 Phone: (908) 638-9339 Email: <a href="mailto:AandLpoolservice@gmail.com">AandLpoolservice@gmail.com</a>

**CEA Information:**

<b><u>Subject Item</u></b>	<b><u>Description</u></b>
CEA101530676	The CEA is for VOC ground water contamination that extends off-site under Payne Road and Block 90, Lot 4. The horizontal extent of the CEA is approximately 0.8 acres. Ground water flow direction is to the south-southeast.

<b><u>Subject Item</u></b>	<b><u>Affected Aquifer</u></b>	<b><u>Vertical Depth</u></b>
CEA101530676	Stockton	44 feet bgs

<b><u>Subject Item</u></b>	<b><u>Classification</u></b>
CEA101530676	II-A

**Contaminants:** This CEA/WRA applies only to the contaminants listed in the table below. All constituents standards (N.J.A.C. 7:9C-1.6) apply at the designated boundary.

<b><u>Subject Item</u></b>	<b><u>Contaminant</u></b>	<b><u>Concentration (1)</u></b>	<b><u>GWQS (2)</u></b>
CEA101530676	Benzene	14.2 micrograms per liter	1 micrograms per liter
CEA101530676	Individual VO TICs (Individual Synthetic Organic Chemicals - Non-Carcinogenic)	294 micrograms per liter	100 micrograms per liter
CEA101530676	Total VO TICs (Total Synthetic Organic Chemicals - Non-Carcinogenic)	1,803 micrograms per liter	500 micrograms per liter

Note: (1) Maximum concentration detected at the time of CEA establishment  
(2) Ground Water Quality Standards

**--- CEA Boundaries: Refer to Exhibit B ---**

**Projected Term of CEA:**

<b><u>Subject Item</u></b>	<b><u>Date Established</u></b>
CEA101530676	02/07/2019

<b><u>Subject Item</u></b>	<b><u>Duration in Years</u></b>
CEA101530676	4.5

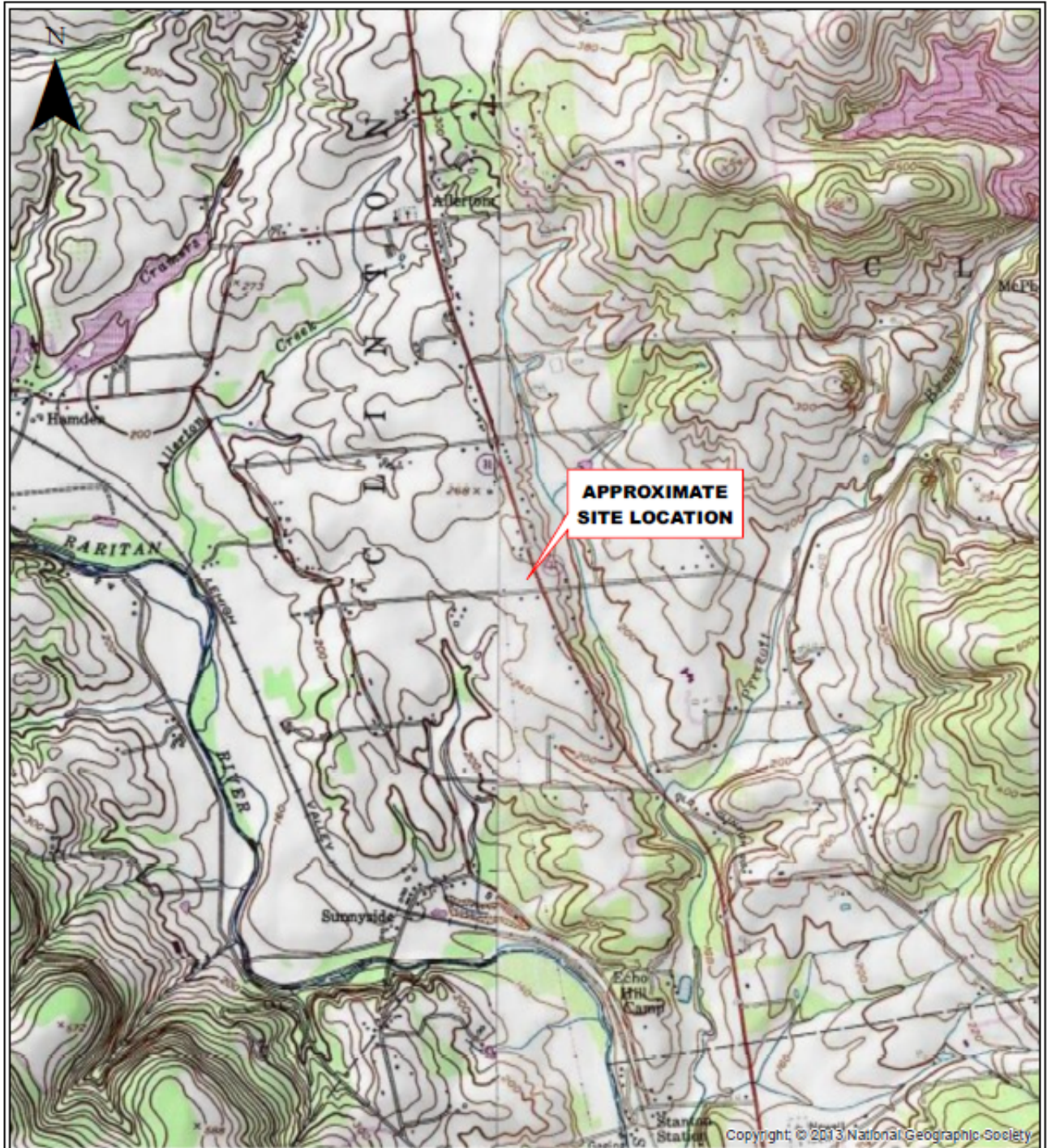
<b><u>Subject Item</u></b>	<b><u>Expected Expiration Date</u></b>
CEA101530676	08/15/2023

**Note:** Since ground water quality data indicates exceedance of contaminants above the Primary Drinking Water Standards, and the designated uses of Class II-A aquifers include potable use, the CEA established for this site is also a Well Restriction Area. The extent of the Well Restriction Area shall coincide with the boundaries of the CEA.

**Well Restrictions set within the boundaries of the CEA:**

<b><u>Subject Item</u></b>	<b><u>Restriction</u></b>
CEA101530676	<u>Double Case Wells</u> : With the exception of monitoring wells installed into the first water bearing zone, any proposed well to be installed within the CEA/WRA boundary shall be double cased to an appropriate depth in order to prevent any vertical contaminant migration pathways. This depth is either into a confining layer or 50 feet below the vertical extent of the CEA.
CEA101530676	<u>Evaluate Production Wells</u> : Any proposed high capacity production wells in the immediate vicinity of the CEA/WRA should be pre-evaluated to determine if pumping from these wells would draw a portion of the contaminant plume into the cone of capture of the production wells or alter the configuration of the contaminant plume.
CEA101530676	<u>Sample Potable Wells</u> : Any potable well to be installed within the footprint of the CEA/WRA shall be sampled annually for the parameters of concern. The first sample shall be collected prior to using the well. If contamination is detected, contact your local Health Department. If the contamination is above the Safe Drinking Water Standards, then the NJDEP Hot Line should be called. Treatment is required for any well that has contamination above the Safe Drinking Water Standards.

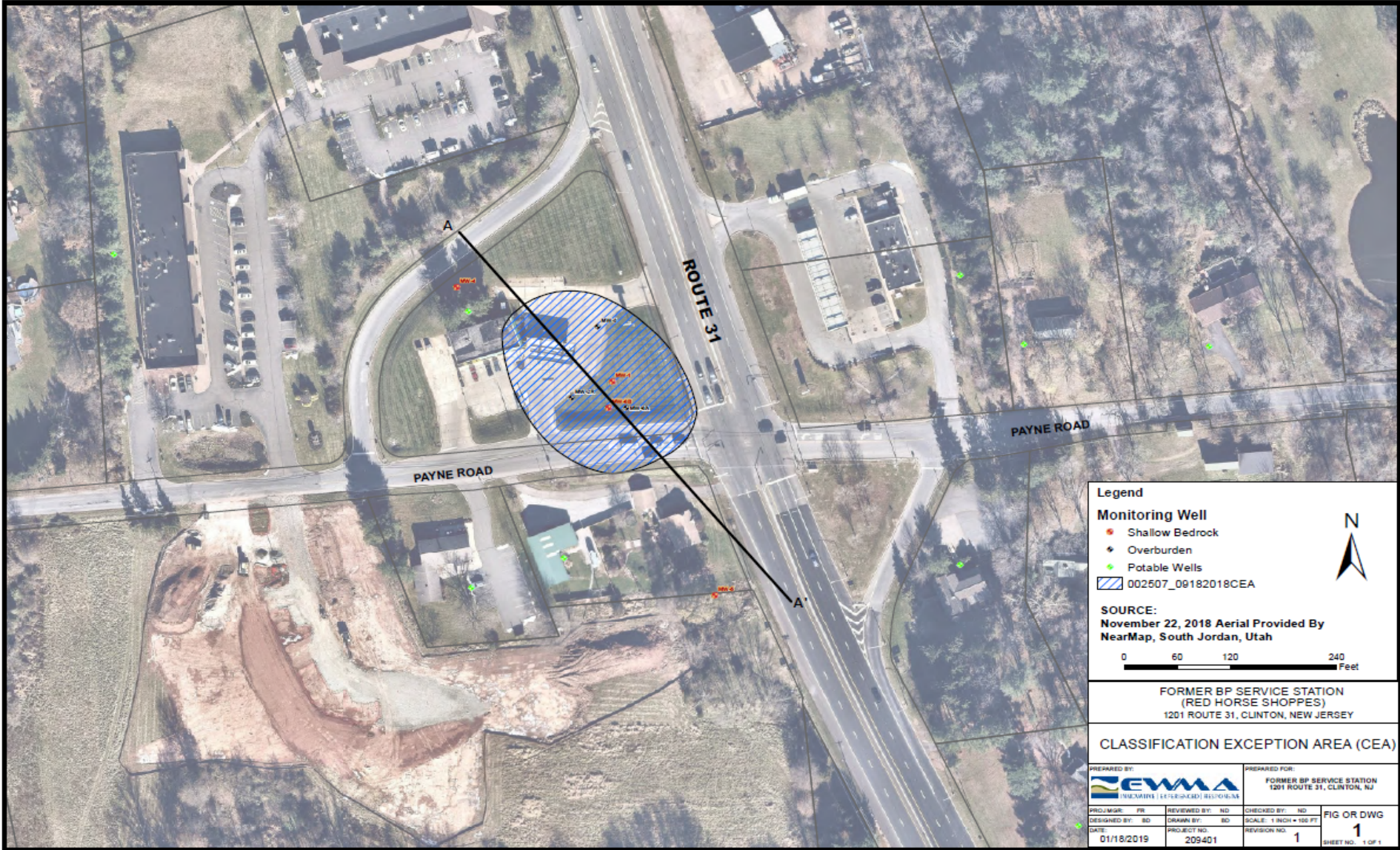
# Exhibit A: Site Location Map



<p>New Jersey Quadrangle Location</p>	<p>2,000 1,000 0 2,000 Feet</p>		<p>Environmental Consulting &amp; Remediation</p>	<p>DATE: 7/26/2018</p>	<p>PROJECT # 209041</p>
			<p>100 Misty Lane P.O. Box 6430 Parsippany, NJ 07054</p>	<p>DRAWN BY: JS CHECKED BY: ND</p>	
<p>SOURCE: USGS 7.5 MINUTE, QUADRANGLE, TOPOGRAPHIC IMAGERY OBTAINED FROM ARCGIS ONLINE</p>			<p>Document Path: G:\Job Data\20900209401\Drawings\Figure1.mxd</p>		
<p><b>SITE LOCATION MAP</b> 1201 ROUTE 31 CLINTON, NEW JERSEY</p>			<p>Figure # 1</p>		



# Exhibit B: CEA/WRA Location Map



Attachment B  
Ground Water Monitoring Plan for  
Ground Water Remedial Action Permit

**Case Information:**

<b>SRP PI #:</b>	002507
<b>RAP Number:</b>	RAP180001
<b>Case Name:</b>	Red Horse Shoppes (Former BP Service Station)
<b>AKA:</b>	Lebanon BP/Gill Petroleum, Inc.
<b>Address:</b>	1201 Route 31
<b>City:</b>	Clinton Township
<b>County:</b>	Hunterdon County
<b>Block and Lot of the Site:</b>	Block: 89.02 Lot: 1

**Monitoring Schedule:**

<b>Well to be Sampled</b>	<b>Type of Well</b>	<b>Easting</b>	<b>Northing</b>	<b>Sampling Schedule</b>	<b>Reporting Schedule</b>	<b>Sampling Parameters for Each Well</b>
MW-1	Plume Sampling Point	388600	642140	Annually	Biennially	Volatile Organic Compounds
MW-3	Area of Concern	388584	642206	Annually	Biennially	Volatile Organic Compounds
MW-5	Sentinel	388716	641881	Annually	Biennially	Volatile Organic Compounds
MW-6B	Plume Fringe	388596	642108	Annually	Biennially	Volatile Organic Compounds

**Exhibit B**  
**Entire Site Response Action Outcome**

Wesley Lance, Owner  
Red Horse Shoppes, Inc.  
1 Van Syckle Place  
High Bridge, NJ 08829

April 3, 2019

**Re: Response Action Outcome**

**Remedial Action Type:** *Limited Restricted Use with Permit Requirements*

**Scope of Remediation:** *Entire Site*

**Case Name:** *Lebanon BP*

**Address:** *1201 Route 31 South*

**Municipality:** *Clinton Township*

**County:** *Hunterdon*

**Block:** *89.02* **Lot:** *1*

**Facility ID:** *002507*

**Activity Number Reference:** *LSR180001*

**Communication Center Nos.** *91-04-22-1441-32 & 91-12-24-0941*

Dear Mr. Lance:

As a Licensed Site Remediation Professional authorized pursuant to N.J.S.A. 58:10C to conduct business in New Jersey, I hereby issue this Response Action Outcome for the remediation of the site specifically referenced above. I personally reviewed and accepted all of the referenced remediation and based upon this work, it is my professional opinion that this remediation has been completed in compliance with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), that is protective of public health, safety and the environment. Also, full payment has been made for all Department fees and oversight costs pursuant to N.J.A.C. 7:26C-4.

This remediation includes the completion of a *Preliminary Assessment, Site Investigation, Remedial Investigation and Remedial Action* as defined pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E).

My decision in this matter is made upon the exercise of reasonable care and diligence and by applying the knowledge and skill ordinarily exercised by licensed site remediation professionals in good standing practicing in the State at the time these professional services are performed.

As required pursuant to N.J.A.C. 7:26C-6.2(b)2ii, a copy of all records related to the remediation that occurred at this location is being simultaneously filed with the New Jersey Department of

Environmental Protection (Department). These records contain all information upon which I based my decision to issue this Response Action Outcome.

By operation of law a Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.2 applies to this remediation. The Covenant Not to Sue is subject to any conditions and limitations contained herein. The Covenant Not to Sue remains effective only as long as the real property referenced above continues to meet the conditions of this Response Action Outcome and applicable permits.

## **CONDITIONS**

Pursuant to N.J.S.A. 58:10B-12o, Red Horse Shoppes, Inc. and any other person who is liable for the cleanup and removal costs, and remains liable pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. shall inform the Department in writing, on a form available from the Department, within 14 calendar days after its name or address changes. Any notices you submit pursuant to this paragraph shall reference the above case numbers and shall be sent to:

New Jersey Department of Environmental Protection  
Bureau of Case Assignment and Initial Notice - Case Assignment Section  
P.O. Box 434  
Trenton, N.J. 08625-0434

Any such name or address change may also trigger a transfer or modification of the remedial action permit pursuant to N.J.A.C. 7:26C-7.11 and 7.12.

Based on my professional opinion you have obtained all applicable permit(s) and authorization(s) to ensure this remedial action remains protective of public health, safety and the environment into the future provided that you, and any other persons responsible for conducting remediation, remain in full compliance with the terms and conditions of those permit(s) and authorization(s). The designated remedial action permit number is RAP180001, effective date February 14, 2019.

## **NOTICES**

### Building Interiors Not Addressed (Non-Child Care)

Please be advised that the remediation that is covered by this Response Action Outcome does not address the remediation of hazardous substances that may exist in building interiors or equipment, including, but not limited to, radon, asbestos and lead. As a result, any risks to human health presented by any building interior or equipment remains. A complete building interior evaluation should be completed before any change in use or re-occupancy is considered.

### Contamination Remains On-Site due to Off-site Contamination

Please be advised that contamination in the ground water at this site exists above the Ground Water Quality Standards (N.J.A.C. 7:9C-1.7) which may limit ground water use at this site. Based on completion of a preliminary assessment and site investigation (as applicable), pursuant to N.J.A.C. 7:26E-3, and completion of a background investigation pursuant to N.J.A.C. 7:26E-

**Exhibit C**  
**Warrant of Satisfaction**

DAVID E. HAYMES, ADMINISTRATOR  
NEW JERSEY SPILL COMPENSATION FUND AND  
DIRECTOR, DIVISION OF ENFORCEMENT TECHNICAL & FINANCIAL SUPPORT  
401 EAST STATE STREET  
P.O. BOX 420  
TRENTON, NJ 08625-0420  
(609) 984-2902

NEW JERSEY SPILL COMPENSATION  
FUND, NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION,

CLAIMANTS,

v.

RED HORSE SHOPPES INC.; HOPE  
LANCE

DISCHARGER(S).

SUPERIOR COURT OF NEW JERSEY

DOCKET NO. DJ-292361-10

Civil Action

**WARRANT OF SATISFACTION**

NJEMS PI#: 002507

**TO: CLERK OF THE SUPERIOR COURT**

**WHEREAS**, pursuant to the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to 23.14, specifically N.J.S.A. 58:10-23.11f and/or g., judgment was entered for claimant New Jersey Spill Compensation Fund (“the Spill Fund”) and/or the New Jersey Department of Environmental Protection against “Discharger” in the amount of \$741,506.52, which judgment was recorded as Docketed Judgment No. DJ-292361-10 and

**WHEREAS**, the Claimant has received satisfaction for this judgment in the amount of \$650,000.00.

**NOW THEREFORE**, you are hereby directed and authorized to enter this acknowledgment of satisfaction on the record of the judgment, and for your so doing this shall be your sufficient warrant and discharge in that behalf.

By: \_\_\_\_\_

David E. Haymes, Administrator  
New Jersey Spill Compensation Fund and  
Director of Enforcement, Technical & Financial  
New Jersey Department of Environmental  
Protection Support

\_\_\_\_\_  
Dated:

CERTIFICATION

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: \_\_\_\_\_  
David E. Haymes, Administrator  
New Jersey Spill Compensation Fund and  
Director of Enforcement, Technical & Financial  
New Jersey Department of Environmental  
Protection Support

\_\_\_\_\_  
Dated:

ACKNOWLEDGMENT

On \_\_\_\_\_, 2022, David E. Haymes, Administrator of the New Jersey Spill Compensation Fund and Director, Division of Enforcement, Technical & Financial Support, New Jersey Department of Environmental Protection, personally came before me and stated to my satisfaction he:

- a. was the maker of this instrument; and
- b. was authorized and did execute this instrument as Administrator of the New Jersey Spill Compensation Fund, and Director, Division of Enforcement, Technical & Financial Support, New Jersey Department of Environmental Protection the entity named in this instrument.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Dated:



PROOF BY SUBSCRIBING WITNESS

STATE OF NEW JERSEY )

SS.:

COUNTY OF MERCER )

On \_\_\_\_\_, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that he/she:

- a. was the subscribing witness to the signing of this instrument; and
- b. this instrument was signed by David E. Haymes, who is the Administrator of the New Jersey Spill Compensation Fund, and Director, Division of Enforcement, Technical & Financial Support, New Jersey Department of Environmental Protection.
- c. the entity named in this instrument, and who was fully authorized to, and did, execute this instrument on the New Jersey Spill Compensation Fund's behalf; and
- d. the subscribing witness signed this proof under oath to attest to the truth of these facts.

Sworn and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name:

**Exhibit D**  
**Stipulation of Dismissal**

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

Plaintiffs,

v.

RED HORSE SHOPPES INC.; GEORGE LANCE; A & L OIL COMPANY; HOPE LANCE; STAR FOOD MART, INC., VIOLET K. JAMAL; and OWNERS AND PRINCIPALS OF STAR FOOD MART, INC. (NAMES FICTITIOUS),

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUNTERDON COUNTY

DOCKET NO. HNT-L-000047-18

**STIPULATION FOR VOLUNTARY  
DISMISSAL WITH PREJUDICE**

The New Jersey Department of Environmental Protection (“NJDEP”), Commissioner of the NJDEP, and the Administrator of the New Jersey Spill Compensation Fund (collectively, the “Plaintiffs”) and defendants Red Horse Shoppes Inc., George Lance, and Hope Lance (collectively, the “Red Horse Defendants”), parties to the above-entitled action, have entered into a settlement agreement, effective \_\_\_\_\_, 2022. Accordingly, it is stipulated by and between the Plaintiffs and Red Horse Defendants, by their respective attorneys of record, that the action be, and is, dismissed with prejudice and without costs to any of the parties. An order to this effect accordingly may be made and entered without further notice.

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_  
Thomas Lihan  
Deputy Attorney General

COLE SCHOTZ P.C.  
Attorneys for Defendants  
Red Horse Shoppes, Inc., George Lance, and Hope  
Lance

By: \_\_\_\_\_

DATED: \_\_\_\_\_, 2022