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NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION,
Plaintiff,

v.

D.T. ALLEN CONTRACTING CO.,
INC., DREDGE MANAGEMENT
ASSOCIATES, LLC, GREGORY J.
ALLEN, and DANIEL T. ALLEN,
Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: UNION
COUNTY
DOCKET NO. UNN-L-_____ -22

**VERIFIED COMPLAINT TO ENFORCE
FINAL AGENCY ORDER IN A
SUMMARY PROCEEDING PURSUANT TO
R. 4:67-6 AND FOR ADDITIONAL
RELIEF ON A NON-SUMMARY BASIS**

Plaintiff, State of New Jersey, Department of Environmental Protection ("DEP"), by way of an Order to Show Cause and Verified Complaint against D.T. Allen Contracting Company ("D.T. Allen"), Dredge Management Associates, LLC ("Dredge"), Gregory J. Allen, and Daniel T. Allen (collectively, "Defendants"), to enforce a final agency order and collect stipulated penalties, as authorized by R. 4:67-6, says:

STATEMENT OF THE CASE

1. DEP brings this civil action against Defendants to remedy their illegal placement of contaminated fill at 4050 Tremley

Point in Linden, Union County, New Jersey (the "Site") between 2015 and 2018.

2. The Site, which is in an industrial area designated as Block 587 Lots 16.01 (formerly Block 587 Lot 16) on the Tax Map of the City of Linden, was used for coal ash disposal from a nearby power plant from 1947 to 1957. After Dredge acquired the Site in January 2013, Defendants began importing fill material onto the Site to cap and contain the coal ash in connection with a redevelopment-driven environmental remediation plan, that they selected, which involved engineering and institutional controls. However, despite clear regulatory requirements and verbal directives from DEP, the fill that Defendants imported and placed at the Site was contaminated with polycyclic aromatic hydrocarbons ("PAHs") and metals, including arsenic and lead. PAHs and arsenic and lead are hazardous substances pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11b.

3. DEP issued a Notice of Violation ("NOV") to Dredge and D.T. Allen in October 2016 for the illegal importation and placement of contaminated fill onto the Site. Defendants Dredge and D.T. Allen executed an Administrative Consent Order with DEP on March 15, 2018, to resolve the asserted violations ("2018 ACO"). Exh. - to Certification of Lisa Morelli ("Morelli Cert.").

4. Among other things, the 2018 ACO required Defendants D.T. Allen and Dredge to remediate the Site and also included a

provision imposing stipulated penalties if they failed to comply. Currently, Defendants are out of compliance with the 2018 ACO.

5. The Site currently houses a warehouse facility. It is surrounded to the East and South by the Rahway River and to the West by Marshes Creek, a tributary to the Rahway River. Importation and placement of contaminated fill onto the Site without the requisite institutional controls may have resulted in contamination of these surrounding waterways through erosion and subsequent migration of contaminated material into the waterways, as well as through infiltration of rainwater into contaminated fill, dissolution of the contaminants from the contaminated fill, and migration of those contaminants to the ground water, which is hydraulically connected to the waterways.

6. The communities surrounding the Site have significant minority populations such that they are considered "overburdened communities" within the meaning of N.J.S.A. 13:1D-158.¹ Historically, across New Jersey, such communities have been disproportionately exposed to high-polluting facilities and to the

¹ "Overburdened community" means any census block group, as determined in accordance with the most recent United States Census, in which: (1) at least 35 percent of the households qualify as low-income households; (2) at least 40 percent of the residents identify as minority or as members of a State recognized tribal community; or (3) at least 40 percent of the households have limited English proficiency." N.J.S.A. 13:1D-158. The Site is located within areas of Linden that is listed as an overburdened community on the Department's website, pursuant to N.J.S.A. 13:1D-150.

resultant threats of high levels of air, water, soil, and noise pollution, and accompanying increased negative public health impacts.

7. Residents of all communities should receive fair and equitable treatment in matters affecting their environment, community, homes, and health without regard to race, language, or income. See, e.g., Exec. Order No. 23 (April 20, 2018), 50 N.J.R. 1241(b) (May 21, 2018); Environmental Justice Law, N.J.S.A. 13:1D-157 to -161.

8. DEP now brings this civil action in a summary manner to compel Defendants to comply with the 2018 ACO's mandate to remediate the Site in accordance with DEP requirements and to pay \$597,000 in stipulated penalties. Defendants' conduct also violates the New Jersey Spill Compensation and Control Act ("Spill Act"), N.J.S.A. 58:10-23.11 to -23.24, and the Brownfield and Contaminated Site Remediation Act ("Brownfield Act"), N.J.S.A. 58:10B-1 to -20, as amended by the Site Remediation Reform Act, N.J.S.A. 58:10C-1 to -29 ("SRRA"), and the applicable rules and regulations promulgated thereunder.

PARTIES

9. DEP is a principal department within the Executive Branch of the State government and is charged with enforcement of the State's environmental laws and protection of the State's air, water, lands, and natural resources for the benefit of New Jersey's

citizens. N.J.S.A. 13:1D-9. DEP is located at 401 E. State Street, Trenton, New Jersey.

10. Defendant D.T. Allen Contracting Company, Inc. ("D.T. Allen") is a New Jersey corporation. Its principal place of business is 11 Birch Street, Midland Park, NJ 07432. Daniel T. Allen is president of D.T. Allen Contracting Company, Inc.

11. Defendant Dredge Management Associates, LLC ("Dredge") is a limited liability company. Its principal place of business is 11 Birch Street, Midland Park, NJ 07432. Daniel T. Allen is a member of Dredge. The members of Dredge include, upon information and belief, Gregory J. Allen and Daniel T. Allen, both of whom reside in New Jersey. Dredge owned the Site from approximately January 2013 to March 2018.

12. Gregory J. Allen is an individual who, upon information belief, resides at 10 Sunrise Terrace, Ramsey, New Jersey 07446, and is a principal/member/owner of Dredge and D.T. Allen. Gregory J. Allen, as a responsible corporate official of Dredge, is responsible for failing to comply with requirements under DEP's Technical Requirements for Site Remediation ("TRSR"), N.J.A.C. 7:26E-1 through -5.8², related to alternative fill and for violating the 2018 ACO.

² Throughout this Verified Complaint, citations to the TRSR specifically refer to the version of the regulations in effect at the time that Defendants imported contaminated fill and placed it onto the Site.

13. Daniel T. Allen is an individual who, upon information and belief, resides at 176 Jeffer Court, Wyckoff, New Jersey 07481, and is a principal/member/owner of Dredge and D.T. Allen. Daniel T. Allen, as a responsible corporate official of both Dredge and D.T. Allen, is responsible for failing to comply with TRSR's requirements related to alternative fill and for violating the 2018 ACO.

STATEMENT OF FACTS

14. From on or around January 14, 2013, through on or around March 28, 2018, Dredge owned the Site.

15. The Site was used for coal ash³ disposal from a nearby power plant from 1947 to 1957.

16. Prior to 2014, DEP mapped a large portion of the Site as historic fill, which includes fly ash material, in the DEP Historic Fill Database.⁴ See N.J.A.C. 7:26E-1.8. These maps show areas of historic fill covering approximately eighteen acres at the Site. See <https://www.state.nj.us/dep/njgs/geodata/dgs04-7.htm>, [quadrangle 63](#).

³ Fly ash, also known as flue-ash, is one of the residues generated in the combustion of coal and comprises the fine particles that rise with the flue gases. Ash that does not rise but stays in the bottom of the furnace is termed bottom ash. Fly ash together with bottom ash are jointly known as coal ash.

⁴ The Brownfield Act requires DEP to map regions of the state where large areas of historic fill exist and make this information available to the public. N.J.S.A. 58:10B-22.

17. In October 2014, D.T. Allen conducted a site investigation using a licensed site remediation professional ("LSRP") and confirmed a historic fill layer consisting of coal ash covering most of the Site, ranging from four to 11 feet in thickness.

18. In or around October 2014, D.T. Allen submitted a Remedial Action Work Plan ("RAWP") to DEP to report the results of the site investigation.

19. In accordance with SRRA, the Administrative Requirements for the Remediation of Contaminated Sites ("ARRCS"), N.J.A.C. 7:26C-1 to -16.3, and the TRSR, N.J.A.C. 7:26E-1 to -5.8, the October 2014 RAWP proposed leaving the coal ash historic fill on the Site and addressing the coal ash with institutional controls (consisting of a deed notice and Soil Remedial Action Permit), plus an engineering control consisting of an alternative fill (see paragraph 20, infra) "cap" layer topped with a clean fill (see paragraph 21, infra) layer. The RAWP stated that the imported alternative fill would contain PAHs and metals at values "at or slightly above" DEP's then non-residential direct contact soil remediation standards.

20. At the time the October 2014 RAWP was submitted, TRSR defined "alternative fill" as:

material to be used in a remedial action that contains contaminants in excess of the most stringent soil remediation standards, site-

specific alternative standards, or site-specific interim standards and does not contain free liquids. This also includes any material that contains contaminants in excess of criteria or action levels for contaminants without standards available on DEP's website at www.nj.gov/dep/srp. Alternative fill can be soil or non-soil.

[N.J.A.C. 7:26E-1.8.]

21. At the time the October 2014 RAWP was submitted, TRSR defined "clean fill" as:

material to be used in a remedial action that meets all soil remediation standards, site-specific alternative standards, or site-specific interim standards, does not contain extraneous debris or solid waste, and does not contain free liquids. This also includes any material that meets all criteria or action levels for contaminants without standards, available on DEP's website at www.nj.gov/dep/srp. This material can be soil or non-soil.

[N.J.A.C. 7:26E-1.8.]

22. The October 2014 RAWP also proposed raising the grade of the Property above the 100-year flood plain for the Rahway River, which the RAWP identified as 16 feet mean sea level ("MSL"). To accomplish both the construction of the engineering control/cap and the regrading of the Site to 16 feet MSL, the October 2014 RAWP proposed the use of 500,000 cubic yards of alternative fill.

23. The actual 100-year base flood elevation for the location of the Site, however, is 13 feet MSL; therefore, the October 2014 RAWP proposed the use of an extra 3 feet of alternative fill.

24. Pursuant to TRSR, N.J.A.C. 7:26E-5.2, Defendants were not permitted to import alternative fill in excess of the volume required for the remedial action (here, the volume required to construct the engineering control cap and raise the grade to the 100-year flood plain elevation of 13 feet MSL) without the prior written approval of DEP.

25. The October 2014 RAWP did not seek a variance from this requirement, pursuant to N.J.A.C. 7:26E-1.7; nor did it request DEP's written approval for the use of alternative fill in excess of the volume required for the remedial action.

26. In the October 2014 RAWP, Defendants did, however, request variances from the TRSR's requirements to allow Defendants to deviate from strict compliance with TRSR's "like-on-like" and "75th percentile" requirements for the use of alternative fill set forth in N.J.A.C. 7:26E-5.2(b)(1) and (2), specifically to allow material to be imported with elevated PAHs and metals, including arsenic and lead, beyond the concentrations present in the existing coal ash.

27. The like-on-like requirement prohibits any new contaminants from being placed at the receiving area of concern (here, the Site) other than those already determined to be present above the applicable soil remediation standard. The 75th percentile requirement means alternative fill material cannot contain a concentration of any individual contaminant above the

75th percentile of that contaminant's concentration in the receiving area of concern. See N.J.A.C. 7:26E-5.2(b)(1) and (2).

28. On or around August 20, 2015, Defendants began importing and placing alternative fill material onto the Site pursuant to the October 2014 RAWP. Defendants began this activity without DEP's written approval to import alternative fill beyond the amount required for the remedial action.

29. On or around June 13, 2016, DEP became aware that Defendants were importing and placing alternative fill onto the Site without approval.

30. On June 17, 2016, DEP told Defendants' LSRP that Defendants did not have DEP approval to import and place alternative fill onto the Site in excess of what was required for remediation, and that such activity should cease. DEP stated that Defendants had not complied with regulatory requirements because Defendants failed to obtain prior-written approval related to the volume of alternative fill before they imported the fill and placed it onto the Site to be used as part of the planned engineering control. DEP also informed the LSRP that it was illegal to import alternative fill onto a non-contaminated site, and that sampling at the Site did not justify importing alternative fill to the Site. Consequently, Defendants' importation and placement of alternative fill was done in violation of regulatory requirements.

31. On October 3, 2016, DEP's Site Remediation Program issued an NOV to Defendants Dredge and D.T. Allen, citing a violation of TRSR's alternative fill requirements.

32. Specifically, the October 3, 2016 NOV states that Defendants "failed to obtain prior written approval for the importation of alternative fill in excess of the volume required for an acceptable remedial action for this site." The October 3, 2016 NOV also stated that the variance requests submitted in the October 2014 RAWP were denied, and that DEP would issue a formal denial under separate cover.

33. On January 26, 2017, DEP issued a letter to Dredge and D.T. Allen stating that the variances requested in the October 2014 RAWP were unacceptable.

34. In evaluating the additional material submitted by Defendants in support of the proposed variances, including soil sample results from pre- and post-importation of contaminated alternative fill, DEP concluded that the rationale for the proposed variances was inadequate and not protective of public health and safety and the environment.

35. DEP also stated in the January 26, 2017 letter that Defendants' proposal to raise the level of the Site to 16 feet MSL using alternative fill was three feet more than was required for the remedial action, and Defendants therefore were required, but

failed to obtain, prior written approval from DEP before they began to import and place alternative fill onto the Site.

36. To resolve the NOV, DEP executed the 2018 ACO with D.T. Allen and Dredge.

37. The 2018 ACO required Defendants to: 1) import only clean fill to the Site; 2) remediate all hazardous substances and pollutants at the Site and all other area to which any hazardous substance discharged at the Site has migrated; 3) submit to DEP an LSRP-certified RAWP Addendum that reflects the current Site conditions; 4) construct engineering controls (cap and wall, without limitation) capable of withstanding a 100-year flood as set forth in a LSRP-certified RAWP Addendum; 5) implement all remedial actions pursuant to the RAWP Addendum, 6) submit to DEP a remedial action report ("RAR"), pursuant to N.J.A.C. 7:26E-5.7, documenting all remedial actions taken; 7) pay annual remediation and/or oversight costs; and 8) submit annually to DEP an LSRP-certified detailed remediation cost review, maintain a remediation funding source, and pay the annual one percent remediation funding source surcharge. ACO ¶¶ 12-24.

38. The 2018 ACO also provides that if Defendants fail to comply with any provisions of the ACO, DEP is entitled to stipulated penalties in the amount of \$1,000 per day for each day of violation. Stipulated penalties begin to accrue on the first day after the applicable due date or noncompliance and continue to

accrue through the final day of correction of the violation of non-compliance. Defendants must pay any assessed stipulated penalties within 30 days of Defendants' receipt of a written demand for same. ACO ¶¶ 25-28.

39. The 2018 ACO further provides that if Defendants do not comply with any part of the ACO, including a demand to pay stipulated penalties, DEP may, among other things, file a summary action in the Superior Court of New Jersey pursuant to R. 4:67 and R. 4:70 to enforce the ACO as a final agency order. ACO ¶ 29.

40. To date, Defendants have (1) failed to remediate the Site in accordance with ARRCs, N.J.A.C. 7:26C-1.1 to -16.3, and TRSR, N.J.A.C. 7:26E-1.1 to -5.8; (2) failed to submit an LSRP-certified RAWP Addendum containing current site conditions, including the nature, concentrations, and locations of contaminated fill imported to the Site, as well as requisite engineering controls; (3) failed to implement remedial actions and submit to DEP a RAR within 18 months after execution of the ACO, including failing to submit a remedial action permit ("RAP") application for the institutional and engineering controls; (4) failed to submit an annual LSRP-certified detailed remediation cost review for 2019 and 2020; and (5) failed to submit payment of the annual one percent (1%) remediation funding source surcharge for the period 2019-2022.

41. In light of Defendants' violation of the terms of the 2018 ACO, DEP on January 11, 2021 issued a Demand for Stipulated Penalties to Dredge and D.T. Allen in the amount of \$597,000 for the violations of the ACO. Payment was due within 30 days after receipt of the Demand. Exh. B. The Demand informed Dredge and D.T. Allen that if they failed to pay the penalty, then the matter would be forwarded to the Attorney General's office for enforcement. Id.

42. The stipulated penalties were calculated for the violations beginning May 15, 2018, and ending August 27, 2020. The amount was calculated at a rate of \$1,000 per day for each business/week day during that timeframe.

43. Service of the Demand for Stipulated Penalties was made by certified mail on January 20, 2021 to both Dredge and D.T. Allen.

44. Defendants did not respond to the Demand for Stipulated Penalties, and to date have not paid the assessed stipulated penalties of \$597,000.

45. The 2018 ACO provides that it shall be fully enforceable as a final agency order of the DEP. Exh. A, ACO ¶ 29.

46. Upon information and belief, the Site was purchased by third party EWA Linden 4050 Owner, LLC, on March 28, 2018. Transfer of ownership of the Site does not alter any of Defendants' obligations under the 2018 ACO.

COUNT I

**Enforcement of Final Agency Order on a Summary Basis
(As to D.T. Allen and Dredge)**

47. DEP repeats and incorporates each of the foregoing paragraphs as though set forth in their entirety herein.

48. The ACO is a Final Agency Order, enforceable in Superior Court. ACO ¶ 29; R. 4:67-6(b)(1). Defendants D.T. Allen and Dredge did not appeal the Final Agency Order or seek further review thereof.

49. Defendants D.T. Allen and Dredge have failed to remediate the Site as required by the 2018 ACO. The 2018 ACO requires Defendants to remediate the Site, including all discharges at the Site discovered during the remediation, according to the ACO; the Brownfield Act, N.J.S.A. 58:10B-1 to -20; the ARRCs, N.J.A.C. 7:26C-1.1 to -16.3; the TRSR, N.J.A.C. 7:26E-1.1 to -5.8.

50. Specifically, as required by the 2018 ACO, the Brownfield Act, the ARRCs, and the TRSR, Defendants D.T. Allen and Dredge failed to: (1) submit a Remedial Action Workplan Addendum certified by their retained LSRP that reflects current Site conditions; (2) failed to submit a remedial investigation report; (3) failed to submit a remedial action permit application for soil; (4) failed to submit a remedial action report by the September 2021 mandatory deadline; (5) failed to submit a response action

outcome; (6) failed to pay outstanding remediation funding source annual surcharges totaling \$13,200 for the period 2019-2022; and (7) failed to submit annual LSRP-certified detailed remediation cost reviews for the period 2019 through 2022.

51. Pursuant to R. 4:67-6 and the Final Agency Order, DEP is entitled to summary enforcement of the Final Agency Order requiring Defendants D.T. Allen and Dredge to comply with the Final Agency Order, including completing all outstanding remedial obligations.

WHEREFORE, Plaintiff requests judgment in its favor:

- a. Finding Defendants in violation of the Final Agency Order;
- b. Ordering Defendants D.T. Allen and Dredge to remediate the Site as required by the 2018 ACO; and
- c. Ordering Defendants D.T. Allen and Dredge to pay outstanding remediation funding source annual surcharges to the New Jersey Site Remediation & Waste Management Program totaling \$13,200 for the period 2019-2022; and
- d. Awarding Plaintiff such other relief as the Court deems just and proper.

COUNT II

Stipulated Penalties for Failure to Comply with the Final Agency Order on a Summary Basis (As to D.T. Allen and Dredge)

52. DEP repeats and incorporates each of the foregoing paragraphs as though set forth in their entirety herein.

53. Paragraphs 25 through 29 of the 2018 ACO authorize the assessment of stipulated penalties against Defendants D.T. Allen and Dredge for any failure to comply with any provision of the ACO. Stipulated penalties in the amount of \$1,000 per day begin to accrue on the first calendar day after the applicable due date or noncompliance, and continue through the final day of correction of the violation or non-compliance. ACO ¶¶ 25-26.

54. Service of the Demand for Stipulated Penalties was made by certified mail on January 20, 2021 to Defendants D.T. Allen and Dredge, but they failed to respond or pay the assessed penalties.

55. As set forth in DEP's January 11, 2021 Demand for Stipulated Penalties served upon Dredge and D.T. Allen, Defendants D.T. Allen and Dredge did not comply with the terms of the 2018 ACO. Specifically, Defendants D.T. Allen and Dredge: (1) failed to remediate the Site in accordance with the ARRCs, N.J.A.C. 7:26C-1.1 to -16.3, and the TRSR, N.J.A.C. 7:26E-1.1 to -5.8; (2) failed to submit an LSRP-certified RAWP Addendum containing current site conditions and requisite engineering controls; (3) failed to implement remedial actions and submit to DEP a RAR within 18 months of execution of the ACO; (4) failed to submit an annual LSRP-certified detailed remediation cost review for 2019 and 2020; and (5) failed to submit payment of the annual one percent (1%) remediation funding source surcharge for the period 2019-2022. See Exh. B.

56. As of August 27, 2020, Defendants D.T. Allen and Dredge have accrued stipulated penalties of \$597,000.

57. To date, Defendants D.T. Allen and Dredge have failed to submit payment to DEP in the amount of \$597,000.

WHEREFORE, Plaintiff demands judgment in its favor:

- a. Finding Defendants D.T. Allen and Dredge in violation of the Final Agency Order;
- b. Ordering Defendants D.T. Allen and Dredge to remit payment of \$597,000 in stipulated penalties to "Treasurer, State of New Jersey," as set forth in paragraph 20 of the Demand for Stipulated Penalties; and
- c. Awarding Plaintiff such other relief as the Court deems just and proper.

COUNT III

**Violation of the Spill Act
and the Brownfield Act (as amended by SRRA)
(As to All Defendants)**

58. DEP repeats and incorporates each of the foregoing paragraphs as though set forth in their entirety herein.

59. Except as otherwise provided in the Spill Act, N.J.S.A. 58:10-23.11g12, any person who discharges a hazardous substance, or is in any way responsible for any hazardous substance, shall be liable, jointly and severally, without regard to fault, for all cleanup and removal costs no matter by whom incurred. N.J.S.A. 58:10-23.11g.c.(1).

60. PAHs, arsenic and lead are hazardous substances pursuant to the Spill Act, N.J.S.A. 58:10-23.11b.

61. Defendants are "persons" within the meaning of N.J.S.A. 58:10-23.11b.

62. Defendants are dischargers of hazardous substances and/or persons in any way responsible for the discharges of hazardous substances at the Site and are therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs resulting from the discharge of hazardous substances at the Site. N.J.S.A. 58:10-23.11g.c.(1).

63. Pursuant to N.J.S.A. 58:10-23.11u.d, Defendants also are subject, upon order of the court, to a civil penalty of up to \$50,000 per day for their failure to remediate the Site. Each day the violation continues is a separate and distinct violation.

64. Pursuant to N.J.S.A. 58:10-23.11u.a.(1)(a) and N.J.S.A. 58:10-23.11u.b., DEP may bring an action in the Superior Court for injunctive relief, N.J.S.A. 58:10-23.11u.b.(1); for its unreimbursed investigation, cleanup, and removal costs, including the reasonable costs of preparing and successfully litigating this action, N.J.S.A. 58:10-23.11u.b.(2); and for any other unreimbursed costs DEP incurs under the Spill Act, N.J.S.A. 58:10-23.11u.b.(5).

65. Effective January 6, 1998, the Legislature enacted the Brownfield Act, N.J.S.A. 58:10B-1 to -20.

66. As amended by SRRA, N.J.S.A. 58:10C-1 to -29 (P.L. 2009, c. 60, §30, effective May 7, 2009), the Brownfield Act provides in part that a discharger for a hazardous substance or a person in any way responsible for a hazardous substance under N.J.S.A. 58:10-23.11g of the Spill Act has an affirmative obligation to remediate discharges of hazardous substances. N.J.S.A. 58:10B-1.3.a.

67. Defendants are "persons" as defined in the Brownfield Act. N.J.S.A. 58:10B-1.

68. As persons liable under the Spill Act, Defendants, pursuant to N.J.S.A. 58:10B-1.3.a of the Brownfield Act, have affirmative obligations, jointly and severally, to remediate the hazardous substances discharged at the Site.

69. Any person who fails to comply with the provisions of N.J.S.A. 58:10B-1.3 of the Brownfield Act shall be liable and subject to the enforcement provisions established in N.J.S.A. 58:10-23.11.u of the Spill Act. N.J.S.A. 58:10B-1.3.e.

WHEREFORE, Plaintiff requests judgment in its favor:

a. Ordering Defendants to perform any further remediation of hazardous substances discharged at the Site in conformance with SRRA, the Brownfield Act, and all other applicable laws and regulations;

b. Assessing civil penalties as provided by N.J.S.A. 58:10-23.11u against each Defendant for their failure to remediate the Site;

- c. Reserving Plaintiff's right to bring a claim in the future for natural resource damages arising out of the discharge of hazardous substances at the Site;
- d. Ordering Defendants to perform, under DEP oversight, or to fund DEP's performance of, any further assessment of any natural resource that has been, or may be, injured by the discharge of hazardous substances at the Site;
- e. Awarding Plaintiff its costs and fees in this action; and
- f. Awarding Plaintiff any other relief this Court deems appropriate.

MATTHEW J. PLATKIN
ACTING ATTORNEY GENERAL OF NEW
JERSEY

Dated: August 24, 2022 By: /s/Lisa J. Morelli

Lisa J. Morelli
Deputy Attorney General

VERIFICATION OF PLEADING

ANN WOLF, by way of verification, states that:

1. I am an employee of the New Jersey Department of Environmental Protection ("DEP") and I am familiar with the facts and circumstances in this matter.

2. I currently am Chief of the Bureau of Enforcement and Investigations within the Contaminated Site Remediation & Redevelopment Program at DEP. My duties include enforcing New Jersey's environmental statutes and regulations pertaining to site remediation by issuing enforcement documents such as Directives, Administrative Orders, Notices of Civil Administrative Penalty Assessment, Municipal Summonses and settlement documents such as Administrative Consent Orders.

3. I oversee DEP's site remediation enforcement efforts against Defendants.

4. I have personal knowledge of the factual allegations contained in Paragraphs 2-5 and 16-45 of the Verified Complaint, and I certify that these paragraphs are true and correct.

5. Attached to the Verified Complaint as **Exhibit A** is a true and correct copy of the March 15, 2018 Administrative Consent Order entered into by the Department and Defendants D.T.

Allen Contracting Company, Inc. ("D.T. Allen") and Dredge Management Associates, LLC. ("Dredge Management").

6. Attached to the Verified Complaint as **Exhibit B** is a true and correct copy of the January 11, 2021 Demand for Stipulated Penalties issued by the Department to Defendants D.T. Allen and Dredge Management. This includes the certified mail receipt for service of the Demand on Defendants.

7. I am aware that if the foregoing statements made by me are willfully false, I may be subject to punishment.

Dated: August 24, 2022

/s/ Ann Wolf

ANN WOLF

Chief, Bureau of Enforcement
and Investigations