UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA and NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION and ADMINISTRATOR OF THE NEW JERSEY SPILL COMPENSATION FUND, Plaintiffs, v. D.S.C. OF NEWARK ENTERPRISES, INC. and ANTHONY A. CORACI, Defendants.	Case No. 2:14-cv-05734-JLL-MAH

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter against D.S.C. of Newark Enterprises, Inc. ("DSC") pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Cornell-Dubilier Electronics Superfund Site in South Plainfield, Middlesex County, New Jersey ("the Site"), and against DSC and its sole shareholder, Anthony A. Coraci ("Mr. Coraci"), pursuant to the Federal Debt Collection Procedures Act, 28 U.S.C. § 3301, et seq. ("FDCPA"), seeking to void certain transfers of assets from DSC to Mr. Coraci.

B. The New Jersey Department of Environmental Protection ("DEP") and the Administrator of the New Jersey Spill Compensation Fund ("Administrator") (collectively, the "State Plaintiffs") have also filed a complaint against DSC in this Court alleging that DSC is liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq.,* and the Industrial Site Recovery Act , N.J.S.A. 13:1K-6, *et seq.*, with respect to the Site. The State in its complaint seeks reimbursement of response costs incurred and to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Site, and Natural Resource Damages as a result of the discharge of hazardous substances at the Property.

C. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on July 28, 1998. 63 Fed. Reg. 40182-01.

D. From 1994 through 1998, EPA sampled the soil, sediment, buildings and air at the Site. On March 31, 1999, in response to a release or a substantial threat of a release of a hazardous substance at or from the Site, EPA commenced a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430.

E. On or about September 30, 2003, EPA issued a Record of Decision ("ROD") for Operable Unit 1 ("OU1") of the Site, selecting a remedial action for contaminated residential, commercial and municipal properties in South Plainfield, in the vicinity of the former CDE manufacturing facility located at 333 Hamilton Boulevard, South Plainfield (the "Facility"). The OU1 remedy consists of excavating soil with concentrations of polychlorinated biphenyls ("PCBs") in excess of 1 part per million and disposing of it off-Site, interior cleaning to remove PCB-contaminated dust, and the investigation of additional properties in a defined study area during the remedial design phase to determine which, if any, additional properties will require remediation. The OU1 remediation work was substantially completed in 2014.

F. On or about September 30, 2004, EPA issued a ROD for Operable Unit 2 ("OU2") of the Site. The OU2 remedy addresses contaminated soils and buildings at the

Facility. It requires demolition of the Facility buildings, excavation and off-Site disposal of buried capacitors and some of the contaminated soils, on-Site treatment by thermal desorption of contaminated soils, capping of the remainder of the soils, and imposition of institutional controls restricting the future use of the property and ensuring that future activities are performed with knowledge of Site conditions and appropriate health and safety procedures. Remedial work including site restoration and paving activities were substantially completed in September 2012.

G. On or about January 25, 2005, EPA caused a Notice of Federal Lien to be recorded in the records of the Middlesex County Clerk and with the U.S. District Court for the District of New Jersey, giving notice that the United States holds a lien on DSC's property at 333 Hamilton Boulevard, South Plainfield, identified as District 22, Block 256, Lot 1, on the tax map for Middlesex County, as provided by Section 107(l) of CERCLA, 42 U.S.C. § 9607(l).

H. On or about September 30, 2012, EPA issued a ROD for Operable Unit 3 ("OU3") of the Site. OU3 addresses contaminated Site groundwater. The remedy selected in the ROD included institutional controls and long-term monitoring of groundwater and vapor intrusion, and incorporated a waiver of groundwater cleanup requirements due to technical impracticability. The OU3 ROD also identified the potential for contaminated groundwater to discharge to surface water at levels that would pose an unacceptable risk and deferred to the Operable Unit 4 ("OU4") remedy a decision on contaminated groundwater that had the potential to discharge to the Bound Brook.

I. On or about December 9, 2013, the State caused a First Priority Lien for $5,581,992.35 to be docketed with the Superior Court of New Jersey, DJ-248935-13, pursuant to the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 f, on DSC's property at 333 Hamilton Boulevard, South Plainfield, identified as Block 256, Lot 1 on the Tax Map of South Plainfield.

J. EPA is preparing the RI/FS for OU4 of the Site, which addresses contaminated soil and sediments in the Bound Brook and adjacent contaminated floodplain soil, contaminated groundwater discharging to the brook, and a municipal water line of unknown integrity that crosses the former CDE facility. EPA expects to release a proposed plan for OU4 prior to September 30, 2014, setting forth EPA's preferred cleanup approach. Following a public comment period, EPA expects to issue a ROD selecting the cleanup for OU4, and to design and implement the cleanup.

K. In performing response action at the Site, EPA and the State Plaintiffs have incurred response costs and will incur additional response costs in the future consistent with the intent of EPA and the State Plaintiffs that the remedial actions selected in the RODs issued by EPA for each OU at the Site will be implemented .

L. Section 107(f) of CERCLA, 42 U.S.C. § 9607(f), provides for recovery of damages for injuries to, destruction of, or loss of natural resources caused by releases of hazardous substances to the environment. CERCLA specifies that the United States, acting through the National Oceanic and Atmospheric Administration ("NOAA") and the United States Department of the Interior ("DOI"), among other agencies, and the State, acting through

the New Jersey Department of Environmental Protection, are authorized to act on behalf of the public as trustees of natural resources to recover such damages, as well as the reasonable costs of assessing their injury, destruction, or loss.

M. N.J.S.A. 58:10-23.11g.a(2) of the Spill Act allows the State to recover the costs of restoration and replacement of any natural resource damaged or destroyed by a discharge of hazardous substances.

N. Settling Defendants do not admit any liability arising out of the transactions or occurrences alleged in the complaint.

O. The United States, the State Plaintiffs and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1367 and 3306, 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and the State Plaintiffs, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

"Administrator" shall mean the Administrator of the New Jersey Spill Compensation Fund.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-6975.

"Consent Decree" shall mean this Consent Decree and all appendices attached hereto (listed in Section XVII). In the event of conflict between the body of this Consent Decree and any appendix, the body of this Consent Decree shall control.

The term "Day" or "day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

"DEP" shall mean the New Jersey Department of Environmental Protection.

"DOI" shall mean the United States Department of the Interior and any successor departments, agencies or instrumentalities of the United States.

"DOJ" shall mean the United States Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall be the date upon which the approval of this Consent Decree is recorded on the Court's docket.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Federal Lien" shall mean the lien perfected by EPA on the property of DSC at 333 Hamilton Boulevard, South Plainfield, New Jersey, identified as District 22, Block 256, Lot 1 on the tax map of Middlesex County, on or about January 25, 2005.

"Insurance Claims" shall mean (1) those claims asserted, or which are in the future asserted by Settling Defendants or Related Parties against insurance companies pursuant to the terms of insurance contracts, and related agreements, for defense, indemnity, bad faith, and attorneys fees, in connection with Plaintiffs' claims under the environmental laws concerning the Site, or the Site along with other sites; and (2) all claims concerning the Site, or the Site along with other sites, asserted by Settling Defendants or Related Parties against insolvent insurers, or insurers in any insolvency, receivership, liquidation, regulatory supervision, scheme of arrangement (solvent or insolvent), or similar proceeding.

"Insurance Proceeds" shall mean any money recovered by or on behalf of Settling Defendants or Related Parties in connection with the Insurance Claims after March 18, 2014. "Insurance Proceeds" shall include the proceeds of insurance buy-back or global settlement agreements for policies pertaining to the Site, or to the Site along with other sites. Notwithstanding the foregoing, "Insurance Proceeds" shall not include the portion of money recovered by Settling Defendants or Related Parties in connection with Insurance Claims relating to sites other than the Site, if the portion is in good faith specifically and exclusively allocated to a site other than the Site in the agreement, settlement, judgment or other document requiring payment.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Natural Resource Damages" shall mean damages recoverable by the United States and the State Plaintiffs pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, and by the State Plaintiffs under the Spill Act, N.J.S.A. 58:10-23.11, et seq., the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761; the Clean Water Act, 33 U.S.C §§ 1251 to 1387; the Sanitary Landfill Facility Closure and Contingency Fund Act, N.J.S.A. 13:1E-100 to 116; or any other state or federal common law, statute or regulation for injury to, destruction of, or loss of natural resources at the Site including, but not limited to, costs of assessment and costs of restoring, replacing or acquiring the equivalent of injured or lost natural resources.

"Net Insurance Proceeds" shall mean Insurance Proceeds, less reasonable unreimbursed legal fees and/or fees paid to WarrenPro LLC and/or any other claims management company actually expended in realizing the Insurance Proceeds; provided that Settling Defendants provide documentation adequate for the United States to determine that the fees are reasonable and appropriate and were actually paid by Settling Defendants.

"NOAA" shall mean the National Oceanic and Atmospheric Administration and any successor departments, agencies or instrumentalities of the United States.

"Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean the United States, the State Plaintiffs, and Settling Defendants.

"Plaintiffs" shall mean the United States and the State Plaintiffs.

"Property" shall mean the real property owned or previously owned by DSC at 333 Hamilton Boulevard, South Plainfield, New Jersey, including property identified as District 22, Block 256, Lot 1, Block 333, Lots 1 and 3, Block 334, Lot 1, and Block 358, Lot 2 on the tax map of South Plainfield, Middlesex County, New Jersey.

"Related Parties" shall mean C.R.D Realty Corp. Lamitex Inc., and Marco Investing Corporation as predecessors in title to DSC at the Property, and Norpak Corporation, which received and responded to a General Notice Letter from the United States and which is wholly owned by Mr. Coraci.

"Response Costs" shall mean United States' Response Costs and State Response Costs, collectively.

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"Settling Defendants" shall mean DSC and DSC's sole shareholder, Mr. Coraci.

"Site" shall mean the Cornell-Dubilier Electronics, Inc. Superfund Site, including the former CDE facility located at 333 Hamilton Boulevard, South Plainfield, Middlesex County, New Jersey, and the areal extent of contamination including all areas to which contamination has migrated, or in the future migrates, from the Site, including but not limited to the Property. The Site is generally shown on the map that is Appendix A.

"State" shall mean the State of New Jersey.

"State Lien" shall mean the First Priority Lien for $5,581,992.35 docketed by the Administrator with the Superior Court of New Jersey, DJ-248935-13, pursuant to the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 f, on DSC's property at 333 Hamilton Boulevard, South Plainfield, identified as Block 256, Lot 1 on the Tax Map of South Plainfield on or about December 9, 2013.

"State Plaintiffs" shall mean DEP and the Administrator.

"State Response Costs" shall mean all costs incurred and to be incurred by the State or its political subdivisions or their agents or any person with written approval from the State, at or in connection with the Site in the (i) removal or attempted removal of hazardous substances, or (ii) taking of reasonable measures to prevent or mitigate damage to the public health, safety or welfare, including but not limited to public or private property, including wildlife and other natural resources. State Response Costs shall not include amounts reimbursed to the State by EPA.

"Transfer" shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

"Trustees" shall mean the trustees for natural resources at the Site, including DOI, NOAA, and DEP.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA, DOI, and NOAA.

"United States' Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has incurred or will incur at or in connection with the Site, plus accrued Interest on all such costs.

"Waste Material" shall mean (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (d) any "hazardous substance" under N.J.S.A. 58:10-23.11b.

V. PAYMENT OF RESPONSE COSTS AND NATURAL RESOURCE DAMAGES

4. Within 30 days after the Effective Date, following the procedures set forth in Paragraphs 5 and 6, Settling Defendants shall pay to the United States and the State Plaintiffs a total of $22,000,000.00, plus an additional sum for Interest on that amount calculated from May 2, 2014, through the date of payment, as follows:

a. $20,768,000 (plus Interest) shall be paid to the United States
b. $1,232,000 (plus Interest) shall be paid to the State Plaintiffs

5. Instructions for All Payments to the United States.

a. Any payments by Settling Defendants to the United States required under this Consent Decree that are less than $9.9 million shall be made at https://www.pay.gov to the U.S. Department of Justice account, in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the District of New Jersey after the Effective Date. Any payments to the United States exceeding $9.9 million may be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, and in accordance with instructions provided to Settling Defendants by the FLU after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System ("CDCS") number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU shall provide the payment instructions to:

Anthony A. Coraci
D.S.C. of Newark Enterprises, Inc.
70 Blanchard Street
Newark, NJ 07105-4702

on behalf of Settling Defendants. Settling Defendants may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XV (Notices and Submissions).

b. At the time of any payment to the United States, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Section XV (Notices and Submissions), and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number 02-GZ, and DOJ case number 90-11-2-08223/4.

c. Any payment received after 4:00 p.m. Eastern Time shall be credited on the next business day.

6. Application of Payments to the United States. Upon receipt of payments by Settling Defendants to the United States under this Consent Decree, the United States shall apply the funds as follows: (i) 78.4% shall be deposited in the Cornell-Dubilier Electronics Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund; (ii) 21.6% shall be deposited in the Natural Resource Damage Assessment and Restoration Fund, and will be subject to disbursement only on the request of all of the Trustees.

7. Instructions for All Payments to the State Plaintiffs. Settling Defendants shall make payments to the State Plaintiffs under this Consent Decree by electronic funds transfer in accordance with instructions to be provided by the State Plaintiffs and using the following information:

Receiving Bank:	Wells Fargo
Bank ABA Number:	121000248
Account Number for Deposit:	Hazardous Discharge Fund - 21-00007132552
Account Name:	N.J. Hazardous Discharge Fund

Upon completion of the transfer, the Settling Defendants shall fax a copy of the payment information to Roger Butler, N.J. Division of Law (609) 984-9315. This copy shall reference State of New Jersey v. D.S.C. of Newark Enterprises, Inc. Any payment received after 4:00 p.m. Eastern Time shall be credited on the next business day.

VI. INSURANCE CLAIMS AND PAYMENTS

8. No later than ten (10) days after the lodging of this Consent Decree, if it has not already done so, DSC shall provide notice of this Consent Decree to each of the insurance companies against which DSC has asserted a claim for the Site.

9. Settling Defendants shall provide Plaintiffs with a semi-annual written report describing the status of the Insurance Claims and the efforts that Settling Defendants and Related Parties have made during the preceding six months to secure Insurance Proceeds. Such reports shall include, to the extent they have not already been provided to Plaintiffs pursuant to Paragraph 11 (Sharing of Net Insurance Proceeds), copies of any relevant filings, rulings, settlement agreements or correspondence evidencing the progress and/or disposition of the efforts by Settling Defendants and Related Parties to obtain Insurance Proceeds. Unless otherwise agreed to in writing by the Parties, the first report shall be due thirty (30) days after the Effective Date and reports shall be required until Settling Defendants provide Plaintiffs a written certification that all Insurance Claims have been resolved or are no longer being pursued.

10. Within ten (10) days of any of Settling Defendants' or Related Parties' receipt of notice that there is to be a payment of Insurance Proceeds, Settling Defendants shall provide Plaintiffs with written notice thereof. Settling Defendants' notice to Plaintiffs shall include copies of any correspondence or written information received from any insurance company regarding any amounts that will be paid to or on behalf of Settling Defendants or Related Parties.

11. Sharing of Net Insurance Proceeds. Upon receiving in the aggregate Net Insurance Proceeds totaling more than $750,000, then, in addition to payments made pursuant to Paragraph 4, Settling Defendants shall pay to the United States and the State Plaintiffs fifty percent (50%) of all Net Insurance Proceeds in excess of $750,000, 94.4% of which shall be paid to the United States and 5.6% of which shall be paid to the State Plaintiffs, in accordance with the procedures in Paragraphs 5, 6 and 7. Any such payments required by this Paragraph shall be made within thirty (30) days of receipt by Settling Defendants or Related Parties of any Insurance Proceeds that alone or in combination with other Insurance Proceeds bring the total of Net Insurance Proceeds above $750,000, or that augment a total of Net Insurance Proceeds already in excess of $750,000. No later than the date payment is due, Settling Defendants shall provide Plaintiffs with written notice of any payments required to be made pursuant to this Paragraph. The notice shall set forth Settling Defendants' calculation of Net Insurance Proceeds, and include documentation to support Settling Defendants' claimed deduction from Insurance Proceeds of unreimbursed legal fees or fees paid to a claims management company actually paid by Settling Defendants in order to realize Insurance Proceeds.

12. If Plaintiffs dispute Settling Defendants' calculation of Net Insurance Proceeds based on a review of Settling Defendants' notice and supporting documentation of deductions for reasonable and appropriate unreimbursed fees, the Parties will use best efforts to resolve the dispute within 60 days. If a consensual resolution of the dispute is not reached, Plaintiffs reserve all remedies, including the right to collect Stipulated Penalties pursuant to Paragraph 14b, or to bring an action or motion to enforce this Consent Decree.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

13. Interest on Late Payments. If Settling Defendants fail to make the payment under Section V (Payment of Response Costs and Natural Resource Damages) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

14. Stipulated Penalties.

a. If any amounts due to the United States or the State Plaintiffs under Section V (Payment of Response Costs and Natural Resource Damages) are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay to the United States as a stipulated penalty, in addition to the Interest required by Paragraph 13:

$2,500 per day that such payment is late for the first ten days;
$3,500 per day that such payment is late for the next 11 - 30 days; and
$5,000 per day that such payment is late for each day after 30 days;

And shall pay to the State Plaintiffs as a stipulated penalty:

$2,500 per day that such payment is late for the first ten days;
$3,500 per day that such payment is late for the next 11 - 30 days; and
$5,000 per day that such payment is late for each day after 30 days.

b. If Settling Defendants do not comply with the requirements of Section VI (Insurance Claims and Payments), and a consensual resolution of a dispute concerning the calculation of Net Insurance Proceeds is not reached within 60 days, Settling Defendants shall be in violation of this Consent Decree and shall pay to the United States, as a stipulated penalty, $500 per violation per day of such noncompliance, and to the State Plaintiffs, as a stipulated penalty, $500 per violation per day of such noncompliance.

c. If Settling Defendants do not comply with Section XIV (Retention of Records), Settling Defendants shall be in violation of this Consent Decree and shall pay to the United States, as a stipulated penalty, $500 per violation per day of such noncompliance, and to the State Plaintiffs, as a stipulated penalty, $500 per violation per day of such noncompliance.

d. Stipulated penalties are due and payable within thirty (30) days of the date of the demand for payment of the penalties by the United States or the State Plaintiffs.

e. All payments to the United States under this Paragraph shall be made in accordance with the procedures in Paragraph 5 and, in addition, shall be identified as "stipulated penalties."

f. All payments to the State Plaintiffs under this Paragraph shall be made in accordance with the procedures in Paragraph 7 and, in addition, shall be identified as "stipulated penalties."

g. Penalties shall accrue as provided in this Paragraph regardless of whether EPA or the State Plaintiffs have notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this

Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

15. If the United States or the State Plaintiffs bring an action or motion to enforce this Consent Decree, Settling Defendants shall reimburse the United States and the State Plaintiffs for all costs of such action or motion, including but not limited to costs of attorney time; however, Settling Defendants shall reimburse the United States and the State for the costs of an action or motion to enforce the requirements of Section VI (Insurance Claims and Payments) or Section XIII (Access and Land Use Restriction) only if the United States or the State Plaintiffs prevail on such action or motion.

16. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

17. The obligations of Settling Defendants to pay amounts owed to the United States and the State Plaintiffs under this Consent Decree are joint and several. In the event of the failure of any one or more of Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

18. Notwithstanding any other provision of this Section, the United States and/or the State Plaintiffs may, in their unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section V (Payment of Response Costs and Natural Resource Damages) or from performance of any other requirements of this Consent Decree.

VIII. COVENANTS BY PLAINTIFFS

19. Covenants for Settling Defendants by United States. In consideration of the payments that shall be made by Settling Defendants under the terms of this Consent Decree and except as specifically provided in Section X (Reservation of Rights by Plaintiffs), this Consent Decree resolves the claims under the FDCPA, and the United States covenants not to sue or to take administrative action against Settling Defendants and Related Parties, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and Section 7003(a) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973(a), with regard to the Site. These covenants shall take effect upon receipt by the United States of the payments required by Paragraph 4 and any Interest or stipulated penalties due thereon under Paragraph 13 (Interest on Late Payments) or Paragraph 14 (Stipulated Penalties). These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree, including but not limited to: 1) payment of all amounts due under Section V (Payment of Response Costs and Natural Resource Damages); 2) all obligations under Section VI (Insurance Claims and Payments); and 3) payment of any Interest and stipulated penalties due under Section VII (Failure to Comply with Consent Decree). These covenants (and all reservations thereto in this Consent Decree) and the contribution protection provisions of Paragraph 31 extend only to Settling Defendants and

Related Parties and their respective past and present officers, directors, and employees, and successors and assigns, but only to the extent that the alleged liability of the officer, director, employee, successor, or assign of Settling Defendants or Related Parties is based on its status and in its capacity as an officer, director, employee, successor or assign of Settling Defendants or Related Parties, and not to the extent that the alleged liability arose independently of the alleged liability of Settling Defendants. These covenants do not extend to any other person.

20. Covenants and Release for Settling Defendants by the State Plaintiffs. In consideration of the payments that shall be made by Settling Defendants under the terms of this Consent Decree and except as specifically provided in Section X (Reservations of Rights by Plaintiffs), the State Plaintiffs release, covenant not to sue or to take administrative action against Settling Defendants and Related Parties, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq.*, and the Industrial Site Recovery Act, N.J.S.A. 13:1K-6, *et seq.*, and the common law of negligence, nuisance and/or strict liability with regard to the Site. These covenants and release shall take effect upon receipt by the State Plaintiffs of all payments required by Paragraph 4 and any Interest or stipulated penalties due thereon under Paragraph 13 (Interest on Late Payments) or Paragraph 14 (Stipulated Penalties). These covenants not to sue and release are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree, including but not limited to: 1) payment of all amounts due under Section V (Payments of Response Costs and Natural Resource Damages); 2) all obligations under Section VI (Insurance Claims and Payments); and 3) payment of any Interest and stipulated penalties due under Section VII (Failure to Comply with Consent Decree). These covenants and release (and all reservations thereto in this Consent Decree) and the contribution protection provisions of Paragraph 31 extend only to Settling Defendants and Related Parties and their respective past and present officers, directors, and employees, and successors and assigns, but only to the extent that the alleged liability of the officer, director, employee, successor, or assign of Settling Defendants or Related Parties is based on its status and in its capacity as an officer, director, employee, successor or assign of Settling Defendants or Related Parties, and not to the extent that the alleged liability arose independently of the alleged liability of Settling Defendants. These covenants and release do not extend to any other person.

IX. RELEASE OF FEDERAL AND STATE LIENS

21. In further consideration of the payments Settling Defendants are making pursuant to Section V (Payment of Response Costs and Natural Resource Damages), and subject to the Reservation of Rights in Section X of this Agreement, upon payment of the amount specified in Paragraph 4 and any Interest or stipulated penalties due thereon under Paragraph 13 (Interest on Late Payments) or Paragraph 14 (Stipulated Penalties) the United States agrees to release and waive the Federal Lien arising under Section 107(l) of CERCLA, 42 U.S.C.§ 9607(l), perfected on the property of DSC on or about January 25, 2005 by filing a Discharge and Release of Lien in a form substantially similar to that attached as Appendix B with the Middlesex County Clerk and U.S. District Court for the District of New Jersey.

22. In further consideration of the payments Settling Defendants are making pursuant to Section V (Payment of Response Costs and Natural Resource Damages), and subject to the

Reservation of Rights in Section X of this Agreement, upon payment of the amount specified in Paragraph 4 and any Interest or stipulated penalties due thereon under Paragraph 14 (Interest on Late Payments) or Paragraph 14 (Stipulated Penalties) the Administrator agrees to file a warrant of satisfaction of the State Lien in a form substantially similar to that attached as Appendix C with the Superior Court of New Jersey.

X. RESERVATIONS OF RIGHTS BY PLAINTIFFS

23. The United States and the State Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenants by the United States in Paragraph 19, and the Covenants and Release by the State Plaintiffs in Paragraph 20. Notwithstanding any other provision of this Consent Decree, the United States and the State Plaintiffs reserve all rights against Settling Defendants with respect to:

a. liability based on a failure of Settling Defendants to meet a requirement of this Consent Decree;

b. liability based on Settling Defendants' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a Waste Material at or in connection with the Site, after signature of this Consent Decree by Settling Defendants;

c. liability arising from past, present or future disposal, release or threat of release of a hazardous substance, pollutant or contaminant outside of the Site; and

d. criminal liability.

XI. COVENANTS BY SETTLING DEFENDANTS

24. Settling Defendants and Related Parties covenant not to sue and agree not to assert any claims or causes of action against the United States or the State Plaintiffs, or their contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at or in connection with the Site, including any claim under the United States Constitution, the New Jersey Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law.

25. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d). Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim against the Spill Fund within the meaning of N.J.S.A. 58:10-23.11k or N.J.A.C. 7:1J.

26. Claims Against De Micromis Parties. Settling Defendants and Related Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any person where the person's liability to Settling Defendants and/or Related Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

27. The waiver in Paragraph 26 shall not apply with respect to any defense, claim, or cause of action that Settling Defendants and/or Related Parties may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against Settling Defendants and/or Related Parties. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

28. Claims Against De Minimis and Ability to Pay Parties. Settling Defendants and Related Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for response costs relating to the Site against any person that has entered or in the future enters into a final Section 122(g) de minimis settlement, or a final settlement based on limited ability to pay with EPA with respect to the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendants and/or Related Parties may have against any person if such person asserts a claim or cause of action relating to the Site against any Settling Defendants and/or Related Parties.

29. Non-Opposition to Cornell-Dubilier Electronics Consent Decree. Settling Defendants agree not to file a brief or otherwise oppose the United States' motion to enter the consent decree involving the Site that was lodged by the United States on August 28, 2012 in *United States v. Cornell-Dubilier Electronics, Inc.*, Civil Action No. 2:12-cv-05407-JLL-MAH (D.N.J).

XII. EFFECT OF SETTLEMENT/CONTRIBUTION

30. Except as provided in Paragraphs 26 (Claims Against De Micromis Parties) and 28 (Claims Against De Minimis and Ability to Pay Parties), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraphs 26 (Claims Against De Micromis Parties) and 29 (Claims Against De Minimis and Ability to Pay Parties), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party or Related Party hereto. Nothing in this Consent Decree diminishes the right of the United States and the State Plaintiffs, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional Response Costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2). Subject to Paragraph 11 (Sharing of Net Insurance Proceeds), nothing in this Consent Decree is intended to limit or otherwise restrict Settling Defendants' and Related Parties' right to recoup from their insurers any of the sums that Settling Defendants are required to pay pursuant to this Consent Decree.

31. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Defendants and Related Parties and those individuals and entities receiving the benefit of the covenants pursuant to Paragraphs 19 and 20 are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are United States' Response Costs, State Response Costs, all response actions taken or to be taken by the United States, the State Plaintiffs, or any other person at or in connection with the Site, and Natural Resource Damages; provided, however, that if the United States or the State Plaintiffs exercise rights under the reservations in Section X (Reservation of Rights by Plaintiffs), other than in Paragraphs 23.a (claims for failure to meet a requirement of the Decree) or 23.d (criminal liability), the "matters addressed" in this Consent Decree will no longer include those response costs or response actions or natural resource damages that are within the scope of the exercised reservation.

32. Settling Defendants shall, with respect to any suit or claim brought by them for matters related to this Consent Decree, notify EPA and DOJ and the State Plaintiffs in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendants also shall, with respect to any suit or claim brought against them for matters related to this Consent Decree,

notify EPA and DOJ and the State Plaintiffs in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Defendants shall notify EPA and DOJ and the State Plaintiffs within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

33. In any subsequent administrative or judicial proceeding initiated by the United States or the State Plaintiffs under any reservation of rights in Section X (Reservation of Rights by Plaintiffs), Settling Defendants and Related Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State Plaintiffs in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiffs set forth in Section VIII (Covenants By Plaintiffs).

34. In order for the Settling Defendants to obtain protection under N.J.S.A. 58:10-23.11.f.b. from contribution claims concerning the matters addressed in this Consent Decree the State Plaintiffs published notice of this Consent Decree in the New Jersey Register and on DEP's website on August 18, 2014, in accordance with N.J.S.A. 58:10-23.11e.2. Such notice included the following information:

a. the caption of this case;
b. the name and location of the Site;
c. the name of the Settling Defendants; and
d. a summary of the terms of this Consent Decree.

35. DEP, in accordance with N.J.S.A. 58:10-23.11e2, arranged for written notice of the Consent Decree to all other potentially responsible parties of whom DEP had notice as of the date DEP published notice of the proposed settlement in this matter in the New Jersey Register in accordance with Paragraph 34 above.

XIII. ACCESS AND LAND USE RESTRICTION

36. If the Property, or any other real property where access is needed to conduct any activity relating to response action at the Site, is owned or controlled by Settling Defendants or Related Parties:

a. Settling Defendants and Related Parties shall, commencing on the date of lodging of the Consent Decree, provide the United States, DEP, and their representatives, contractors, and subcontractors, with access at all reasonable times to the Site, or such other real property, to conduct any activity relating to response action at the Site, including, but not limited to, the following activities:

(1) Monitoring, investigation, removal, remedial or other activities at the Site (including groundwater monitoring as part of OU3 and OU4, and soil, sediment and groundwater remediation as part of OU4);

(2) Verifying any data or information submitted to the United States or DEP;

(3) Conducting investigations regarding contamination at or near the Site;

(4) Obtaining samples;

(5) Assessing the need for, planning, or implementing response actions at or near the Site;

(6) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents;

(7) Assessing compliance by Settling Defendants with the Consent Decree;

(8) Determining whether the Site or other real property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Consent Decree; and

(9) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions.

b. Commencing on the date of lodging of the Consent Decree, Settling Defendants and Related Parties shall not use the Property, or such other real property (where access is needed to conduct any activity relating to response action at the Site), in any manner that EPA or DEP determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material or interfere with or adversely affect the implementation, integrity, or protectiveness of the removal or remedial measures performed or to be performed at the Site. Unless otherwise approved by EPA, restrictions shall include, but not be limited to:

(1) Activities shall not occur on the unpaved and/or unremediated areas of the Property until completion of the OU4 remedy.

(2) Activities on the Property shall not disturb the monitoring wells (the height of the wells can be adjusted to accommodate development), the catch basins or the storm water basin.

(3) If EPA-approved activities on the paved areas of the Property disturb or damage the asphalt cap or underlying soil, monitoring wells or storm water basin, Settling Defendants shall fully restore the damaged element to the satisfaction of EPA and DEP so that the effectiveness and integrity of the remedy is not impeded. Prior to undertaking restoration,

Settling Defendants, shall submit for review and approval by EPA and DEP the following documents, to the extent EPA deems applicable:

(i) contaminated soils excavation plan;
(ii) sampling and analysis plan;
(iii) quality assurance project plan in UFP format;
(iv) health and safety plan;
(v) soil disposal plan.

(4) Before any soil is shipped off-site for disposal, Settling Defendants shall submit information concerning any proposed disposal facility to EPA for approval.

(5) If Settling Defendants seek to undertake construction at the Property, Settling Defendants shall first seek approval of EPA and DEP. Further, Settling Defendants shall install vapor barriers as directed by, and according to specifications provided by, EPA in any buildings constructed, shall complete the asphalt cap already present upon the Property by installing an additional layer according to specifications provided by EPA, and shall maintain the vapor barrier and asphalt cap.

37. As long as Settling Defendants own the Property, Settling Defendants shall cooperate with EPA's and DEP's efforts to secure and ensure compliance with remedial activities undertaken at the Site, including institutional and engineering controls. The remedy selected in the OU2 ROD requires institutional controls restricting the future use of a portion of the Property and ensuring that future activities are performed with knowledge of Site conditions and engineering controls and with appropriate health and safety procedures, and the remedy for OU4, not yet selected, may include installation of engineering controls at the Property to address groundwater contamination associated with the Site. Accordingly, if Settling Defendants still retain ownership of the Property at such time as EPA has completed work at the Site, Settling Defendants agree to record a deed notice in a form substantially similar to the model deed notice found in N.J.A.C. 7:26C, Appendix B, describing: 1) contaminants that remain on the Property upon completion of remedial construction activities; 2) engineering controls installed at the Property; 3) restrictions on use, alterations, improvements and disturbances of the Property; and 4) monitoring and maintenance requirements applicable to the Property. The deed notice shall be subject to review and approval by EPA and DEP.

38. Settling Defendants shall, at least 60 days prior to any Transfer of the Property, or any real property located at the Site, give written notice: (a) to the transferee regarding the Consent Decree and any engineering and/or institutional controls that have been previously placed on the property; and (b) to EPA and DEP regarding the proposed Transfer, including the name and address of the transferee and a copy of the notice that it provided to the transferee.

39. Prior to their Transfer of the Property, or any real property located at the Site, Settling Defendants shall obtain an agreement from the transferee, enforceable by Settling Defendants, the United States and the State Plaintiffs, to provide EPA, DEP, and any potentially responsible parties who have entered or may enter into an agreement with the United States or the State Plaintiffs for performance of response action at the Site, and their representative,

contractors, and subcontractors, with access at all reasonable times to the real property located at the Site to perform response action, including those activities listed in Paragraph 36.a.

40. If Settling Defendants seek to Transfer the Property and have not already recorded a deed notice in accordance with Paragraph 37, then prior to completing the Transfer of the Property, Settling Defendants shall either (a) record a deed notice in accordance with Paragraph 37 on those portions of the Property that are subject to a requirement for institutional and/or engineering control(s) under either the OU2 ROD or the OU4 ROD because of the presence of hazardous substances, or (b) obtain an agreement from the transferee, enforceable by Settling Defendants, the United States and the State Plaintiffs, to record such a deed notice at such time as EPA has completed work at the Site in accordance with Paragraph 37.

41. Notwithstanding any provision of the Consent Decree, the United States and DEP retain all of their access authorities and rights, as well as all of their rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

XIV. RETENTION OF RECORDS

42. Until ten years after the entry of this Consent Decree, Settling Defendants shall preserve and retain all non-identical copies of records, reports, or information (hereinafter referred to as "Records") now in their possession or control, or that come into their possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

43. After the conclusion of the ten-year document retention period in the preceding Paragraph, Settling Defendants shall notify EPA, DOJ and DEP at least 90 days prior to the destruction of any such Records, and, upon request by EPA or DOJ or DEP, Settling Defendants shall deliver any such Records to EPA or DEP. Settling Defendants may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: (1) the title of the Record; (2) the date of the Record; (3) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record; and (6) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to Plaintiffs in redacted form to mask the privileged information only. Settling Defendants shall retain all Records that they claim to be privileged until Plaintiffs have had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Defendants' favor. However, no Records created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged or confidential.

44. Settling Defendants certify that certain unidentified records may have been destroyed as a result of damage from Superstorm Sandy in October 2012 and that with the exception of such records, and to the best of their knowledge and belief, after thorough inquiry,

they have not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to their potential liability regarding the Site since the earlier of notification of potential liability by the United States or DEP or the filing of suit against them regarding the Site and that they have fully complied with any and all EPA and State requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and State law.

XV. NOTICES AND SUBMISSIONS

45. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to EPA, DOJ, the State and Settling Defendants, respectively.

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ #90-11-2-08223/4

As to EPA:

Carole Petersen, Chief
New Jersey Remedial Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 19th Floor
New York, N.Y. 10007-1866

With a copy to:

Sarah Flanagan
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, N.Y. 10007-1866

As to the State Plaintiffs:

Attn: Section Chief
Environmental Enforcement Section
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
Post Office Box 093
Trenton, New Jersey 08625-0093

As to Settling Defendants:

Dennis M. Toft
Wolff & Samson PC
One Boland Drive
West Orange, NJ 07052

With a copy to:

Comptroller
D.S.C. of Newark Enterprises, Inc.
70 Blanchard Street
Newark, NJ 07105-4702

XVI. RETENTION OF JURISDICTION

46. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVII. INTEGRATION

47. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

Appendix A is a map of the Site
Appendix B is a Discharge and Release of Federal Lien
Appendix C is a Discharge and Release of State Lien

XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

48. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States and the State Plaintiffs each reserve

the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

49. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XIX. SIGNATORIES/SERVICE

50. Each undersigned representative of Settling Defendants, the Assistant Attorney General, Environment and Natural Resources Division, United States Department of Justice, and the State Plaintiffs, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

51. Settling Defendants and Related Parties agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States or the State Plaintiffs have notified Settling Defendants in writing that they no longer support entry of the Consent Decree.

52. Settling Defendants shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of Settling Defendants with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XX. FINAL JUDGMENT

53. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and Settling Defendants. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 24 DAY OF FEB, 2015.

United States District Judge
District of New Jersey

FOR THE UNITED STATES OF AMERICA:

8/29/14
Date

s/ Sam Hirsch
SAM HIRSCH
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

8/1/14
Date

s/ David Rosskam
DAVID ROSSKAM
Senior Counsel
FREDERICK PHILLIPS
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-3974
David.Rosskam@usdoj.gov

PAUL J. FISHMAN
United States Attorney

ALLAN URGENT
Assistant U.S. Attorney
District of New Jersey
970 Broad Street, 7th Floor
Newark, NJ 07102

FOR THE UNITED STATES OF AMERICA (cont'd):

August 7, 2014
Date

s/ Walter Mugdan
Walter Mugdan
Director, Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, N.Y. 10007-1866

OF COUNSEL:
Sarah P. Flanagan, Esq.
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, N.Y. 10007-1866

FOR THE STATE PLAINTIFFS:

Date: 8/5/14

s/ Anthony J. Farro
ANTHONY J. FARRO
Administrator
New Jersey Spill Compensation Fund
New Jersey Department of Environmental Protection

Date: 8/5/14

s/ Rich Boornazian
RICH BOORNAZIAN
Assistant Commissioner
Natural & Historic Resources
New Jersey Department of Environmental Protection

Date: 8/4/14

s/ Kevin F. Kratina
KEVIN F. KRATINA
Assistant Director
Enforcement & Information Support
New Jersey Department of Environmental Protection

JOHN J. HOFFMAN
Acting Assistant Attorney General of New Jersey

Date: 8/8/14

By: s/ Joanna E. Grayer
JOANNA E. GRAYER
Deputy Attorney General

FOR D.S.C. OF NEWARK ENTERPRISES, INC., FOR HIMSELF, AND FOR RELATED PARTIES:

8/1/2014
Date

s/ Anthony A. Coraci
ANTHONY A. CORACI
President
70 Blanchard St, Newark, NJ 07105

Agent Authorized to Accept Service on Behalf of D.S.C. of Newark Enterprises, Inc.:

Comptroller
D.S.C. of Newark Enterprises, Inc.
70 Blanchard Street
Newark, NJ 07105-4702