

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA, and)	
STATE OF NEW JERSEY (NJDEP),)	
)	Civil Action No. 97-289 (MLC)
Plaintiffs,)	
)	Consolidated With
v.)	
)	Civil Action No. 99-3937
DOMINICK MANZO, et al,)	
)	
Defendants and Third-Party)	
Plaintiffs,)	
)	
v.)	
)	
MONSANTO COMPANY, et al.)	
Third-Party Defendants.)	

CONSENT DECREE

TABLE OF CONTENTS

I.	<u>BACKGROUND</u>	1
II.	<u>JURISDICTION</u>	2
III.	<u>PARTIES BOUND</u>	2
IV.	<u>DEFINITIONS</u>	2
V.	<u>JUDGMENT AND PAYMENT OF RESPONSE COSTS</u>	5
VI.	<u>FAILURE TO COMPLY WITH CONSENT DECREE</u>	8
VII.	<u>COVENANT NOT TO SUE BY PLAINTIFFS</u>	10
VIII.	<u>RESERVATIONS OF RIGHTS BY PLAINTIFFS</u>	12
IX.	<u>COVENANT NOT TO SUE BY DEFENDANTS</u>	13
X.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION</u>	14
XI.	<u>SITE ACCESS, INSTITUTIONAL CONTROLS AND TRANSFER</u>	15
XII.	<u>RETENTION OF RECORDS</u>	17
XIII.	<u>NOTICES AND SUBMISSIONS</u>	18
XIV.	<u>EFFECTIVE DATE</u>	19
XV.	<u>RETENTION OF JURISDICTION</u>	19
XVI.	<u>INTEGRATION/APPENDICES</u>	20
XVII.	<u>MODIFICATION</u>	20
XVIII.	<u>LODGING AND OPPORTUNITY FOR PUBLIC COMMENT</u>	20
XIX.	<u>SIGNATORIES/SERVICE</u>	20
XX.	<u>FINAL JUDGMENT</u>	21

CONSENT DECREE

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 pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, et. seq., 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 Burnt Fly Bog Superfund Site (“the Site”), Monmouth and Middlesex Counties, New Jersey.

B. The State of New Jersey (“State”) filed a complaint against Defendants in the Superior Court of New Jersey, which action was subsequently removed to this Court and consolidated with the United States’ action. In its complaint, the State alleges that Defendants are liable to the State pursuant to the New Jersey Spill Compensation and Control Act, N.J.S.A. § 58:10-23.11, et seq. (“Spill Act”). The State in its complaint seeks to recover costs incurred, and to be incurred, in response to the release or threatened release of hazardous substances at the Site. In addition, the State seeks to recover damages, including reasonable assessment costs, for injury to, destruction of, or loss of any natural resources resulting from the release or threatened release of hazardous substances at the Site.

C. Defendants assert they have a limited ability to pay response costs incurred and to be incurred by the United States and the State relating to the Site. The United States has reviewed the Financial Information submitted by Defendants to determine whether Defendants are financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, the United States has determined that Defendants have a limited ability to pay but are able to pay the amounts specified in Section V (Judgment and Payment of Response Costs).

D. Defendants have been adjudged jointly and severally liable to the United States and the State for costs incurred at the Site in the amount of \$35,895,148; \$31,089,534 for the United States and \$4,805,614 for the State of New Jersey. Order & Judgment, dated June 22, 2007 (docket entry # 303). The Court has also declared Defendants to be jointly and severally liable to the United States and the State for further response costs incurred by EPA and the State in connection with the Site. Id.

E. The United States, the State, and 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 additional 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 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Defendants. This Court has supplemental jurisdiction over the subject matter of the state law causes of action pursuant to 28 U.S.C. § 1367(a) because these claims are related to the federal claims and form part of the same case or controversy under Article III of the Constitution. Solely for the purposes of this Consent Decree and the underlying complaints, Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. 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, and upon Defendants and their heirs, 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 Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, 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:

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

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "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.

d. "Deed Notice" shall mean the instrument that is recorded in the appropriate land records office by the Defendants that, among other restrictions, limit land, water or resource use and/or provide access rights. Appendix A is the deed notice for this Site.

e. "Defendants" and "Defendants/Third-Party Plaintiffs" shall mean the Estate of Dominick Manzo, the Administratrix of the Estate of Dominick Manzo, Carmella Manzo, and Ace Manzo, Inc.

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

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

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

i. "Financial Information" shall mean those financial documents identified in Appendix B.

j. "Institutional Controls" shall mean controls listed in the Deed Notice and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (i) limit land, water, and/or resource use to minimize the potential for human exposure to Waste Materials at the Site; (ii) limit land, water, and/or resource use to implement, ensure non-interference with, or ensure the protectiveness of the Remedial Action; and/or (iii) provide information intended to modify or guide human behavior at the Site.

k. "Insurance Carriers" shall mean Defendants' primary and excess Insurance Carriers including, but not limited to, ACE Property & Casualty Co. ("ACE"), Aetna, National Union Fire Insurance Company and American Home Assurance Company (collectively, the "Chartis-related Insurers," f/k/a AIG), Continental (CNA), American Casualty Company, Continental Casualty Company, Fireman's Fund Insurance Company ("Fireman's Fund"), Hartford Accident and Indemnity Company ("Hartford"), Highlands Insurance Company in Receivership ("Highlands"), and Employers Insurance of Wausau ("Wausau").

l. "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.

m. "NJDEP" shall mean the New Jersey Department of Environmental Protection and any successor departments, agencies, or instrumentalities of the State of New Jersey.

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

o. "Participating Insurers" shall mean Defendants' Insurance Carriers ACE, Aetna, Continental (CNA), Wausau, Fireman's Fund, and Hartford.

p. "Parties" shall mean the United States, the State of New Jersey, and Defendants.

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

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

s. "Site" shall mean the Burnt Fly Bog Superfund Site, encompassing approximately 60 acres, located near the intersection of Texas and Spring Valley Roads in Marlboro Township, Monmouth County, New Jersey, and extending into Old Bridge Township in Middlesex County, New Jersey, and generally shown on the map included in Appendix A, Deed Notice, Exhibit A-3, Property Map.

t. "State" shall mean the State of New Jersey, including its departments, agencies, and instrumentalities.

u. "State Natural Resource Damages" shall mean all claims arising from discharges at the Site that occurred prior to the effective date of this Consent Decree, and that are recoverable by the State as natural resource damages for injuries to natural resources under the New Jersey Spill Compensation and Control Act, ("Spill Act"), N.J.S.A. §58:10-23.11 to -23.24; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 to -20; the Oil Pollution Act, 33 U.S.C. §§ 2701-2761; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9675; the New Jersey 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, and include:

i. The costs of assessing injury to natural resources and natural resource services, plaintiff NJDEP's Office of Natural Resource Restoration's oversight costs determined pursuant to N.J.A.C. 7:26C-4.5, attorney's fees, consultants and experts' fees, other litigation costs, and interest, incurred prior to the effective date of this Consent Decree; and

ii. Compensation for restoration of, the lost value of, injury to, or destruction of natural resources and natural resource services.

Natural Resource Damages do not include compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages.

v. "Third-Party Defendants" shall mean those persons named by Defendants and Third-Party Plaintiffs in their Third-Party Complaint.

w. "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.

x. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

V. JUDGMENT AND PAYMENT OF RESPONSE COSTS

4. Pursuant to Federal Rule of Civil Procedure 41(a)(2), Defendants/Third-Party Plaintiffs hereby voluntarily dismiss any and all counterclaims against Plaintiffs with prejudice and further hereby voluntarily dismiss any and all claims against Third-Party Defendants with prejudice. Judgment is hereby entered dismissing Defendants/Third-Party Plaintiffs' counterclaims and claims with prejudice.

5. Payment to EPA and the State. Defendants shall pay to the United States and the State the following total amount (hereinafter, collectively, the "Settlement Amount"): (a) nineteen million and twenty-five thousand dollars and zero cents (\$19,025,000), plus Interest; and (b) the percentage of insurance recovery as set forth in paragraph 5.e. Any payment arising under this Section shall be split between the United States and the State, such that 90% of the Settlement Amount shall be paid to the United States and 10% of the Settlement Amount shall be paid to the State, in accordance with Paragraph 6.

a. Defendants' Payment. On November 6, 2008, Defendants deposited four million dollars and zero cents (\$4,000,000.00) into an interest-bearing Court Registry Account, pursuant to Local Civil Rules and procedures of this Court (the "Court Registry Account") and the Order Granting Motion to Deposit Funds into the Registry of the Court, dated September 9, 2008 (docket entry # 322). Defendants agree to pay the total amount in the Court Registry Account (i.e., \$4 million plus interest) to the United States and the State. Defendants assent to the filing by the United States of an Assented to Motion for Order Regarding Disbursement of Funds from Court Registry Account and proposed Order, which the United States may file at any time after the effective date of this Consent Decree.

b. Participating Insurers' Payment. Within 60 days of the effective date of this Consent Decree, Defendants shall cause an additional ten million and five hundred thousand dollars and zero cents (\$10,500,000.00) to be paid in accordance with Paragraph 6, below. The Parties understand that this additional payment shall be paid from proceeds of insurance settlements or policy buy backs related to Defendants' claims against the Participating Insurers and arising out of the Plaintiffs' claims.

c. Highland's Payment. Within 60 days of the effective date of this Consent Decree, or within 60 days after the Receivership Court (53rd Judicial District Court of Travis County, Texas) Order approving the Confidential Release and Settlement Agreement

("Agreement") between Defendants and Highlands becomes final and non-appealable, whichever is later, Defendants shall cause an additional three million and two hundred and seventy-five thousand dollars (\$3,275,000), to be paid in accordance with Paragraph 6, below. The Parties understand that this additional payment shall be paid from proceeds of an insurance settlement or policy buy back related to Defendants' claims against Highlands and arising out of the Plaintiffs' claims. Defendants agree to fully cooperate with Highlands in securing Receivership Court approval of the Agreement.

d. Chartis-related Insurers' Payment. Within 60 days of the effective date of this Consent Decree, Defendants shall cause an additional one million and two hundred and fifty thousand dollars and zero cents (\$1,250,000) to be paid in accordance with Paragraph 6, below. The Parties understand that this additional payment shall be paid from proceeds of insurance settlements or policy buy backs related to Defendants' claims against Chartis-related Insurers and arising out of the Plaintiffs' claims.

e. Recoveries from Other Insurers. The Parties understand that Defendants are continuing to pursue claims against Insurers not listed in 5.a., b., c., or d. Defendants agree to pay to the United States and the State 80% percent of any recovery from these other Insurers related to Defendants' liabilities to the United States and the State concerning the Site. Any claim made by any of the Defendants against any of these Insurance Carriers which relate to the liability of the Defendants concerning the Site may be settled only after the proposed settlement has received prior written approval of the United States and the State.

f. If the Court refuses to enter this Consent Decree, and the time for any appeal of that decision has run or if the Court's denial of entry is upheld on appeal, the monies placed in the Court Registry Account, together with accrued interest thereon (less miscellaneous schedule fees), shall be returned to Defendants, unless otherwise ordered by the Court.

6. Routing and Apportioning of Settlement Amount.

a. Payment to the United States.

1. Payment of ninety (90) percent of the Settlement Amount (if in an amount of \$25,000 or more) shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the District of New Jersey following lodging of the Consent Decree.

2. Payment of ninety (90) percent of the Settlement Amount (if in an amount less than \$25,000) shall be made by certified check or checks or cashier's check or checks made payable to "U.S. Department of Justice," referencing the name and address of the party(ies) making payment, the EPA Region and Site/Spill ID Number 02-08, DOJ Case Number 90-11-2-488A, and the civil action number. Defendants shall send the check(s) to the Financial Litigation Unit of the U.S. Attorney's Office in the District of New Jersey.

3. The total amount to be paid by Defendants pursuant to Paragraph 6.a.1. or Paragraph 6.a.2., shall be deposited by EPA in the Burnt Fly Bog Superfund 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.

b. Payment to the State. Payment of ten (10) percent of the Settlement Amount shall be made by certified check made payable to the "Treasurer, State of New Jersey." The Defendants shall mail or otherwise deliver the payment and payment invoice to the Section Chief, Cost Recovery and Natural Resource Damages Section, Department of Law and Public Safety, Division of Law, Richard J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625-0093.

7. Notice of Payments. At the time of payment, Defendants shall also send notice that payment has been made to EPA, DOJ, and the State in accordance with Section XIII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number 02-08, DOJ case number 90-11-2-488A, and the civil action number.

8. Additional Consideration to the State.

a. Within 120 days of the effective date of this Consent Decree, the Defendants shall record a conservation easement with the Monmouth County Clerk, for the benefit of the State of New Jersey, in settlement of the NJDEP's claim for natural resource damages, that resulted from discharges that occurred at the Site prior to the entry of this Consent Decree. The Defendants shall promptly provide the NJDEP with a copy of the conservation easement stamped "recorded" with the Book and Page number in the Monmouth County Clerk's Office records. The conservation easement shall be recorded against property owned by Carmella Manzo and the Estate of Dominick Manzo consisting of 41 acres of real property located at Texas Road, Marlboro Township, Monmouth County, New Jersey, this property being a portion of and designated as Block 146, Lot 8, on the Tax Map of Marlboro Township (the "Property"). The 41-acre portion of the Property is delineated on a survey, prepared by the Defendants, and attached as Appendix C.

b. Within 90 days of the effective date of this Consent Decree, the Defendants shall for the Property:

(i) Provide to the NJDEP a property boundary delineation in New Jersey State plane coordinates of the 41-acre portion of the Property delineated on a survey and attached as Appendix C, as per Geographic Information System (GIS) data standards, submitted in electronic format (www.nj.gov/dep/gis/standard.htm);

(ii) Submit a draft Deed of Conservation Easement to the NJDEP that shall conform to the model attached as Appendix D;

(iii) Submit a payment of an amount to be determined by NJDEP for the reimbursement of the costs incurred by the Green Acres Program for the review of the documents required by paragraph 8.a. and 8.b., including review of the conservation easement prior to execution and recording. The Defendants shall make this payment by a cashier's or certified check payable to the "Treasurer, State of New Jersey" and submit it to the Section Chief, Cost Recovery and Natural Resource Damages Section, Department of Law and Public Safety, Division of Law, Richard J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625-0093; and

(iv) The Defendants shall deliver the documentation plaintiff NJDEP requires, in paragraph 8, to Plaintiffs by delivering it to the Administrator, New Jersey Department of Environmental Protection, Office of Natural Resource Restoration, Mail Code 501-01, P.O. Box 420, Trenton, N.J. 08625-0420.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

9. Interest on Late Payments. If Defendants fail to make or fail to cause to be made any payment under Paragraph 5 (Payment to EPA and the State) and Paragraph 6 (Routing and Apportioning of Settlement Amount) or fails to cooperate in causing the monies in the Court Registry Account to be paid by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalty.

a. If any amounts due under Paragraph 5 are not paid by the required date, Defendants shall be in violation of this Consent Decree and shall pay to EPA and the State, as a stipulated penalty, in addition to the Interest required by Paragraph 9, \$2,500 per violation per day that such payment is late. If Defendants do not comply with any other obligation under this Consent Decree, Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, \$1,500 per violation per day of such noncompliance. Except for stipulated penalties due under paragraph 10.b., stipulated penalties shall be apportioned according to the terms of Paragraph 6, above, and paid according to the terms of this Paragraph.

b. If Defendants do not comply with Paragraph 8, Defendants shall be in violation of this Consent Decree and shall pay to the State, as a stipulated penalty, \$2,500 per violation per day of such noncompliance. Stipulated penalties arising under this subparagraph shall be paid according to the terms of this Paragraph.

c. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA and/or the State.

1. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made via electronic funds transfer ("EFT"). The payment should be made to EPA's account at the Federal Reserve Bank of New York. To effect payment via EFT, Defendants shall remit payments to EPA as follows:

- A. EFT to be directed to: **Federal Reserve Bank of New York**
- B. ABA Routing Number for Federal Reserve Bank of New York: **021030004**
- C. Federal Reserve Bank of New York account number receiving payment:
- D. SWIFT address: **FRNYUS33**
- E. Address: **Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045**
- F. Field Tag 4200 of the Fedwire message to read:
D 68010727 Environmental Protection Agency
- G. Case number: **Civil Action No. 97-289 (MLC)**
- H. Amount of Payment:
- I. Name of Remittor:
- J. Site/Spill Identifier: **02-08**

Defendants shall send an e-mail or letter, within one week of the EFT, referencing the date of the EFT, payment amount, name of the Site, case number, and name and address to:

Richard Rice
United States Environmental Protection Agency
26 W. Martin Luther King Drive

Attention: Finance
MS: NWD
Cincinnati, OH 45268
e-mail (to both):

2. All payments to the State under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified check made payable to the "Treasurer, State of New Jersey." The Defendants shall mail or otherwise deliver the payment and payment invoice to the Section Chief, Cost Recovery and Natural Resource Damages Section, Department of Law and Public Safety, Division of Law, Richard J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625-0093.

d. At the time of each payment, Defendants shall also send notice that payment has been made to EPA, DOJ, and the State in accordance with Section XIII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number 02-08, DOJ Case Number 90-11-2-488A, and the civil action number.

e. Penalties shall accrue as provided in this Paragraph regardless of whether EPA or the State has notified 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 or the day a violation occurs 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 herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. If the United States or the State brings an action to enforce this Consent Decree, Defendants shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Defendants' failure to comply with any requirement of this Consent Decree.

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

14. Notwithstanding any other provision of this Section, the United States or the State may, in their unreviewable discretion, waive payment of any part of their portion of the stipulated penalties that have accrued to the United States or the State pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFFS

15. a. Covenant Not to Sue by United States.

(i) Except as specifically provided in Section VIII (Reservation of Rights by Plaintiffs), the United States covenants not to sue or to take administrative action against Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), relating to the Site. This covenant not to sue shall take effect upon Defendants' satisfaction of all obligations required by and receipt by the United States of all amounts due pursuant to Section V (Judgment and Payment of Response Costs), except for those obligations stated in Paragraph 8, and receipt by the United States of all amounts due under Section VI (Failure to Comply with Consent Decree). This

covenant not to sue is conditioned upon the satisfactory performance by Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Defendants and does not extend to any other person. The United States also covenants not to sue or take administrative action against the State under CERCLA relating to the Site.

(ii) In further consideration of the payment the Defendants are making pursuant to Paragraph 5 a., b., c., and d. above, and except as otherwise provided in Section VIII (Reservation of Rights by Plaintiffs) below, EPA covenants to promptly file a Discharge and Release of Federal Lien with the Monmouth County Clerk's Office, after receipt of all payments due under Paragraph 5 a., b., c., and d., for the Federal Lien filed against Block 146, Lot 7 and Block 146, Lot 8, recorded on September 11, 2003 in Book OR-8277, Page 3719, in the Monmouth County Clerk's Office.

b. Covenant Not to Sue by the State.

(i) Except as specifically provided in Section VIII (Reservation of Rights by Plaintiffs), the State covenants not to sue or to take administrative action against Defendants pursuant to the Spill Act, relating to the Site. This covenant not to sue shall take effect upon Defendants' satisfaction of all obligations required by and receipt by the State of all amounts due pursuant to Section V (Judgment and Payment of Response Costs), including those obligations stated in Paragraph 8, and receipt by the States of all amounts due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Defendants and does not extend to any other person. The State also covenants not to sue or take administrative action against the United States under CERCLA relating to the Site.

(ii) In further consideration of the payment the Defendants are making pursuant to Paragraph 5 a., b., c., and d., above, and except as otherwise provided in Section VIII (Reservation of Rights by Plaintiffs) below, the State covenants to promptly file Warrants of Satisfaction with the Clerk of the Superior Court, after receipt of all payments due under Paragraph 5 a., b., c., and d., for the first priority lien and amended first priority lien (Docketed Judgment No. DJ-140973-02) filed against the Site and for the non-priority lien (Docketed Judgment No. DJ- 63653-05) filed against the revenues and all other real and personal property of the Defendants.

c. Veracity of Financial Information.

These covenants not to sue are conditioned upon the veracity and completeness of the financial information provided to the United States by Defendants. If the Financial Information is subsequently determined by the United States to be misleading, false, or materially inaccurate, Defendants shall forfeit all payments made pursuant to this Consent Decree and the covenants not to sue shall be null and void.

VIII. RESERVATIONS OF RIGHTS BY PLAINTIFFS

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against Defendants with respect to all matters not expressly included within the Covenant Not to Sue by the United States in Paragraph 15.a. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Defendants with respect to:

- a. liability for failure of Defendants to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability, based upon Defendants' ownership or operation of the Site, or upon Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Defendants; and
- d. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

17. The State reserves, and this Consent Decree is without prejudice to, all rights against Defendants with respect to all matters not expressly included within the Covenant Not to Sue by the State in Paragraph 15.b. Notwithstanding any other provision of this Consent Decree, the State reserves all rights against Defendants with respect to:

- a. liability for failure of Defendants to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability, based upon Defendants' ownership or operation of the Site, or upon Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Defendants; and
- d. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

18. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action, if the Financial Information is subsequently determined by the United States to be misleading, false, or materially inaccurate or if the

certifications made by Defendants in Paragraph 5.e. or Paragraph 31 are determined to be misleading, false, or materially inaccurate.

19. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action to reimburse the United States or the State for additional costs of response and/or State NRD Claim if, following the Certification of Completion of the Remedial Action: (a) conditions at the Site, previously unknown to EPA or NJDEP, are discovered, or (b) information, previously unknown to EPA or NJDEP, is received, in whole or in part, and EPA or NJDEP determine that these previously unknown conditions or information together with any other relevant information indicates that the Remedial Action is not protective of human health or the environment. For purposes of this Paragraph, the information and the conditions known to EPA and NJDEP shall include only that information and those conditions known to EPA and NJDEP as of the date of Certification of Completion of the Remedial Action and set forth in the Record of Decisions ("RODs"), the administrative records supporting the RODs, and the post-ROD administrative records.

IX. COVENANT NOT TO SUE BY DEFENDANTS

20. Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State, or their contractors or employees, relating to the Site or 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 direct or indirect claim for reimbursement from the New Jersey Spill Compensation Fund, or the Sanitary Landfill Facility Contingency Fund;

c. any claim arising out of any response actions at the Site, including any claim under the United States Constitution, the Constitution of the State of New Jersey, 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

d. any claim or cause of action, regardless of legal theory, pertaining to costs, expenses, or damages incurred or suffered with respect to environmental work or liability of any kind at the Site, including but not limited to any claim against the United States and the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

21. 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), or preauthorization of a claim against the New Jersey Spill Compensation Fund within the meaning of N.J.S.A. 58:10-23.11k or N.J.A.C. 7:1J.

22. Defendants agree not to assert any CERCLA or Spill Act claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that Defendants may have against any person if such person asserts a claim or cause of action relating to the Site against Defendants.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

23. 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 Paragraph 4 and 22, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3) or the State pursuant to the Spill Act, 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) or the Spill Act.

24. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2) and the Spill Act, specifically, N.J.S.A. 58:10-23.11f.a.(2)(b) and that Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2) and N.J.S.A. 58:10-23.11f.a.(2) (b), or as may be otherwise provided by law, for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, the State or any other person, and the State NRD Claim; provided, however, that if the United States or the State exercise rights under the reservations in Section VIII (Reservation of Rights by Plaintiffs), other than in Paragraphs 16(a) and 17(a) (claims for failure to meet a requirement of the settlement) or Paragraphs 16(b) and 17(b) (criminal liability), the "matters addressed" will no longer include those response costs or response actions or State NRD settlement that are within the scope of the exercised reservation.

25. Each Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA, DOJ, and the State in writing no later than 60 days prior to the initiation of such suit or claim. Each Defendant shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA, DOJ, and the State in writing within 10 days of service of the complaint or claim upon it. In addition, each Defendant shall notify EPA, DOJ, and the State within 10 days of service or receipt of any

Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

26. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Defendants 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 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 Covenant Not to Sue by Plaintiffs set forth in Section VII.

XI. SITE ACCESS, INSTITUTIONAL CONTROLS AND TRANSFERS

27. a. If the Site, or any other real property where access or land/water use restrictions are needed, is owned or controlled by any of the Defendants, such Defendants shall, commencing on the date of lodging of this Consent Decree, provide the United States, the State, and their representatives, contractors and subcontractors, with access at all reasonable times to the Site, or such other real property, to conduct any activity regarding the Consent Decree, including, but not limited to, the following activities:

- (1) Monitoring, investigation, removal, remedial or other activities;
- (2) Verifying any data or information submitted to the United States or the State;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, or implementing additional response actions at or near the Site;
- (6) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Defendants or their agents;
- (7) Assessing Defendants' compliance 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 Institutional Controls.

b. commencing on the date of lodging of the Consent Decree, Defendants shall not use the Site, or such other real property, in any manner that EPA and the State determine will pose an unacceptable risk to human health or to the environment or interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action. The restrictions, which are set forth in the Deed Notice, shall include, but not be limited to: restrictions on the disturbance of the surface or subsurface of the Site that would modify, damage or in any way interfere with the remedial measures implemented at the Site including preservation of the restored wetland ecosystem; and

c. such Defendants shall:

(1) Within fifteen (15) days of the Effective Date, Defendants shall submit to EPA and the State for review and approval regarding such property a current title insurance commitment, or other evidence of title acceptable to EPA and the State, which shows title to the land affected by the Deed Notice to be free and clear of all prior liens and encumbrances (except when EPA and the State waive the release or subordination of such prior liens or encumbrances or when, despite best efforts, Defendants are unable to obtain a release or subordination of such prior liens or encumbrances).

(2) Within 15 days of EPA and the State's approval and acceptance of the title evidence, Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment, or other title evidence, to affect the title adversely, Defendants shall execute and record the Deed Notice, attached as Appendix A, with the Monmouth County Clerk's Office. Within 30 days of the recording of the Deed Notice, Defendants shall provide EPA and the State with a final title insurance policy, or other final evidence of title acceptable to EPA and the State, and a certified copy of the original recorded Deed Notice stamped "recorded" with the Book and Page number in the Monmouth County Clerk's Office records.

28. If EPA and/or the State determine that additional Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls are needed, Defendants shall cooperate with EPA's and the State's efforts to secure and ensure compliance with such additional Institutional Controls.

29. Notwithstanding any provision of the Consent Decree, EPA and the State 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 federal or State statute or regulations.

30. Notice to Successors-in-Title and Transfers of Real Property.

a. For any real property owned or controlled by Defendants located at the Site, Defendants shall, within 15 days after the Effective Date, submit to the State for review and

approval a proposed notice to be filed with the appropriate land records office that provides a description of the real property and provides notice to all successors-in-title that the real property is part of the Site, and that the State has completed a remedy at the Site. The notice also shall describe the land use restrictions set forth in Paragraphs 27 a. and b. Such notice(s) shall identify the United States District Court in which the Consent Decree was filed, the name and civil action number of this case, and the date the Consent Decree was entered by the Court. Defendants shall record the notice(s) within ten days of the State's approval of the notice(s). Defendants shall provide the State and EPA with a certified copy of the recorded notice(s) within ten days of recording such notice(s).

b. Defendants shall, at least 60 days prior to any Transfer of any real property located at the Site, give written notice: (i) to the transferee regarding the Consent Decree and any Institutional Controls regarding the real property; and (ii) to EPA and the State regarding the proposed Transfer, including the name and address of the transferee and the date on which the transferee was notified of the Consent Decree and any Institutional Controls.

c. Defendants may Transfer any real property located at the Site only if: (1) the Deed Notice required by Paragraph 27.c has been recorded with respect to the real property; or (2) Defendants have obtained an agreement from the transferee, enforceable by Defendants, the United States and the State, to: (i) allow access and restrict land/water use, pursuant to Paragraphs 27.a and 27.b, (ii) record the Deed Notice on the real property, pursuant to Paragraph 27.c, and (iii) subordinate its rights to the Deed Notice, pursuant to Paragraph 27.c, and EPA and the State have approved the agreement in writing. If, after a Transfer of the real property, the transferee fails to comply with the agreement provided for in this Paragraph, Defendants shall take all reasonable steps to obtain the transferee's compliance with such agreement. The United States and/or the State may seek the transferee's compliance with the agreement and/or assist Defendants in obtaining compliance with the agreement. Defendants shall reimburse the United States and the State under Section XVI (Payments for Response Costs), for all costs incurred, direct or indirect, by the United States and the State regarding obtaining compliance with such agreement, including, but not limited to, the cost of attorney time.

d. In the event of any Transfer of real property located at the Site, unless the United States and the State otherwise consent in writing, Defendants shall continue to comply with their obligations under the Consent Decree, including, but not limited to, their obligation to provide and/or secure access, and to abide by such Institutional Controls.

XII. RETENTION OF RECORDS

31. Until 10 years after the effective date of this Consent Decree, each Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its 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.

32. After the conclusion of the 10-year document retention period in the preceding paragraph, Defendants shall notify EPA, DOJ, and the State at least 90 days prior to the destruction of any such records, and, upon request by EPA, DOJ, or the State, Defendants shall deliver any such records to EPA or the State. Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendants assert such a privilege, they shall provide Plaintiffs with the following: (a) the title of the record; (b) the date of the record; (c) the name, title, affiliation (e.g., company or firm), and address of the author of the record; (d) the name and title of each addressee and recipient; (e) a description of the subject of the record; and (f) 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. Defendants shall retain all records that they claim to be privileged until the United States or the State have had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA or the State pertaining to the Site shall be withheld on the grounds that they are privileged.

33. Each Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site; that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972; and that it has submitted to the United States Financial Information that fairly, accurately, and materially sets forth its financial circumstances, including not only Defendants' present incomes and assets, but also any income or assets that any Defendant reasonably anticipates acquiring in the foreseeable future, and that those circumstances have not materially changed between the time the Financial Information was submitted to the United States and the time Defendants sign this Consent Decree.

XIII. NOTICES AND SUBMISSIONS

34. Whenever, under the terms of this Consent Decree, notice is required to be given or a 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 Defendants in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, the State, and Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-488A)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Burnt Fly Bog Site Attorney
New Jersey Superfund Branch
Office of Regional Counsel
United States Environmental Protection Agency – Region 2
290 Broadway, 17th Floor
New York, NY 10007-1866

As to the State:

Section Chief, Cost Recovery and Natural Resource Damages Section,
Department of Law and Public Safety, Division of Law
Richard J. Hughes Justice Complex
25 Market Street, P.O. Box 093
Trenton, New Jersey 08625-0093

As to Defendants:

Lee W. Shelly, Esq.
57 West Main St.
Freehold, NJ 07728

XIV. EFFECTIVE DATE

35. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered, or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XV. RETENTION OF JURISDICTION

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

XVI. INTEGRATION/APPENDICES

37. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the Defendants 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 the Deed Notice.

“Appendix B” is a list of Financial Information.

“Appendix C” is a survey delineating a portion of the property.

“Appendix D” is a draft Deed of Conservation Easement.

XVII. MODIFICATION

38. No material modifications shall be made to this Consent Decree without written notification to and approval of the United States, the State (where applicable), Defendants, and the Court. All nonmaterial modifications shall be made in writing and are subject to the approval of the United States, the State (where applicable), and Defendants. Nothing in this Consent Decree shall be deemed to alter the Court’s power to enforce, supervise, or approve modifications to this Consent Decree.

XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

39. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment and for notice and comment under the New Jersey Spill Compensation Act, N.J.S.A. 58:10-23.11 to 23.24, which may take place concurrent with the judicial approval process under this Paragraph. The United States and the State reserve the right to withdraw or withhold their consent if the public comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Defendants consent to the entry of this Consent Decree without further notice.

40. 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 agreement may not be used as evidence in any litigation between the Parties.

XIX. SIGNATORIES/SERVICE

41. Each undersigned representative of a Defendant to this Consent Decree and the

United States Department of Justice and the NJDEP 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.

42. Each Defendant hereby agrees 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 has notified Defendants in writing that it no longer supports entry of the Consent Decree.

43. Each Defendant 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 that Party with respect to all matters arising under or relating to this Consent Decree.

XX. FINAL JUDGMENT

44. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States, the State, and the Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 2011.

MARY L. COOPER
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Manzo, 97-CV-0289, relating to the Burnt Fly Bog Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 2/9/11

ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20530

PETER M. FLYNN *P*
Senior Attorney
KEITH T. TASHIMA
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-4352

PAUL J. FISHMAN
United States Attorney
District of New Jersey

IRENE E. DOWDY
Assistant United States Attorney
District of New Jersey
Camden Federal Building & U.S. Courthouse
401 Market Street 4th Floor
Camden, NJ 08101

FOR THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

Date: 2/4/2011

WALTER E. MUGDÁN

Director

Emergency and Remedial Response Division

U.S. Environmental Protection Agency – Region 2

290 Broadway, 19th Floor

New York, NY 10007

AMELIA M. WAGNER

Assistant Regional Counsel

U.S. Environmental Protection Agency

290 Broadway, 17th Floor

New York, NY 10007

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Manzo, 97-CV-0289, relating to the Burnt Fly Bog Superfund Site.

FOR THE STATE OF ~~NEW~~ JERSEY

Date: 2/8/11

~~AMY CRADIC~~
Assistant Commissioner
Natural and Historic Resources
New Jersey Department of Environmental
Protection
501 E. State Street
Station Plaza 5, P.O. Box 404
Trenton, New Jersey 08625

Date: 2/17/11

ANTHONY J. FARRO
Administrator
New Jersey Spill Compensation Fund
New Jersey Department of Environmental
Protection
401 E. State Street, P.O. Box 413
Trenton, New Jersey 08625

Date: 2/18/11

RONALD T. CORCORY
Assistant Director
New Jersey Department of Environmental
Protection
Enforcement and Assignment Element
401 E. State Street, P.O. Box 028
Trenton, New Jersey 08625

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

Date: 2/24/11

LOUIS G. KARAGIAS
Deputy Attorney General
Department of Law and Public Safety
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, New Jersey 08625-0093

THE UNDERSIGNED PARTIES enters into this Consent Decree in the matter of United States v. Manzo, 97-CV-0289, relating to the Burnt Fly Bog Superfund Site.

Date: 14 Jan 11

THE ESTATE OF DOMINICK MANZO BY
CARMELLA MANZO AS THE
ADMINISTRATRIX OF THE ESTATE OF
DOMINICK MANZO

Date: 14 Jan 11

CARMELLA MANZO

FOR DEFENDANT ACE MANZO, INC.

Date: 14 Jan 11

CARMELLA MANZO

Agent Authorized to Accept Service on Behalf of Above-signed Parties:

Lee W. Shelly, Esq.
Counsel for Defendants
57 West Main St.
Freehold, NJ 07728