

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

SATURN CHEMICALS, INC.,
POLYSAT, INC., and DARRYL
MANUEL,

*Defendants and
Third-Party Plaintiffs,*

v.

TOWNSHIP OF LAWRENCE,
NEW JERSEY and MERCER
WRECKING AND RECYCLING
CORPORATION,

Third-Party Defendants.

Civil Action No. 08-cv-03537-AET

Hon. Anne E. Thompson, U.S.D.J.
Hon. Lois H. Goodman, U.S.M.J.

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 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 Saturn Chemicals, Inc. Superfund Site in Lawrence Township, New Jersey (“the Site”). Defendants Saturn Chemicals, Inc., Polysat, Inc., and Darryl Manuel filed a third-party complaint in this matter pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613, against third-party defendants Township of Lawrence and Mercer Wrecking and Recycling Corporation, seeking contribution for response costs incurred by the United States in connection with the Site.

B. The defendants and third-party defendants that have entered into this Consent Decree (“Settling Defendants”) do not admit any liability to Plaintiff or to one another arising out of the transactions or occurrences alleged in the complaints.

C. The United States 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 and 1345 and 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 complaints, 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 upon Settling 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 Settling 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" 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. "DOJ" shall mean the United States Department of Justice, including its employees and any successor departments, agencies or instrumentalities of the United States.

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

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

g. "Interest" shall mean interest from May 21, 2009 through the date of payment of amounts due under this Consent Decree 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.

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

i. "Parties" shall mean the United States and the Settling Defendants.

j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through the date of entry of this Consent Decree by the Court, plus accrued Interest on all such costs through such date.

k. "Plaintiff" shall mean the United States.

l. "Saturn Defendants" shall mean Saturn Chemicals, Inc., Polysat, Inc., and Darryl Manuel, whose liability under this Consent Decree is joint and several.

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

n. "Settling Defendants" shall mean Saturn Chemicals, Inc., Polysat, Inc., Darryl Manuel, the Township of Lawrence, New Jersey, and Mercer Wrecking & Recycling Corporation.

o. "Site" shall mean the Saturn Chemicals Superfund site, located at 1600 New York Avenue, Lawrenceville, Mercer County, New Jersey.

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

V. PAYMENT OF RESPONSE COSTS

4. Payment of Past Response Costs to EPA. Settling Defendants shall pay to EPA \$750,000, plus an additional sum for Interest on that amount calculated from May 21, 2009, through each date of payment, as follows:

a. Within thirty (30) days of entry of this Consent Decree, the Saturn Defendants shall pay to EPA \$550,000, plus accrued Interest on that amount;

b. Within thirty (30) days of entry of this Consent Decree, defendant Mercer Wrecking and Recycling Corporation shall pay to EPA \$140,000, plus accrued Interest on that amount; provided that if Mercer Wrecking and Recycling Corporation makes its payment within thirty (30) days of entry of this Consent Decree, it shall not be required to pay more than \$145,000 total under this Consent Decree;

c. Within thirty (30) days of entry of this Consent Decree, defendant Township of Lawrence, New Jersey shall pay to EPA \$30,000, plus accrued Interest on that amount; and

d. Within one year of the date of entry of this Consent Decree, defendant Township of Lawrence, New Jersey shall pay to EPA \$30,000, plus accrued Interest on that amount.

5. Payments shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Settling 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.

6. At the time of each payment, the paying Settling Defendant shall also send notice to EPA and DOJ that payment has been made in accordance with Section XII (NOTICES AND SUBMISSIONS), and to:

Richard Rice
United States Environmental Protection Agency
26 W. Martin Luther King Drive
Attention: FINANCE
MS: NWD
Cincinnati, Ohio 45268

and by electronic mail to:

rice.richard@epa.gov and AcctsReceivable.CINWD@epa.gov

Such notice shall reference the EPA Region and Site/Spill Identification Number 02UD, DOJ Case Number 90-11-3-09114, and the civil action number for this case.

7. The total amount to be paid pursuant to Paragraph 4 shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. Interest on Late Payments. If any Settling Defendant fails to make any payment under Paragraph 4 (Payment of Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If an amount due under Paragraph 4 is not paid by a party by the required date, then the party obligated to make such payment shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$10,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as Stipulated Penalties and shall be made by certified or cashier's check payable to EPA Hazardous Substance Superfund. The check, or a letter accompanying the check, shall identify the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill Identification Number 02UD, DOJ Case Number 90-11-3-09114, and the civil action number, and shall be sent to:

U.S. Environmental Protection Agency
Fines and Penalties - CFC

P.O. Box 979077
St. Louis, MO 63197-9000

c. On the day of each payment under Subparagraph b, above, Settling Defendants making such payment shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (NOTICES AND SUBMISSIONS), and to:

Richard Rice
United States Environmental Protection Agency
26 W. Martin Luther King Drive
Attention: FINANCE
MS: NWD
Cincinnati, Ohio 45268

and by electronic mail to:

rice.richard@epa.gov and AcctsReceivable.CINWD@epa.gov

Such notice shall reference the Site name, the EPA Region and Site/Spill Identification Number 02UD, DOJ Case Number 90-11-3-09114, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has 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 is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

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

11. 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.

12. Notwithstanding any other provision of this Section, the United States may, in its 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 or from performance of any other requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

13. Except as specifically provided in Section VIII (Reservation of Rights by United

States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Response Costs) and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

14. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 13. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

15. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs 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 claim arising out of the response actions at the Site for which the Past Response Costs were incurred, 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

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

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).

16. Each Settling Defendant agrees not to assert and to waive all claims and causes of action arising from conduct or actions that occurred prior to the date of entry of this Consent Decree by the Court (including but not limited to claims or causes of action under common law, the United States Constitution, the Constitution of the State of New Jersey, and CERCLA) for all matters relating to the Site against the United States, including EPA and its former or current employees in any capacity.

17. Settling Defendants 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 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.

18. The waiver in Paragraph 17 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. 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 the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "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.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

19. Except as provided in Paragraph 17 (Non-Exempt De Micromis Waiver), 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 17 (Non-Exempt De Micromis Waiver), 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), 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).

20. 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 that each Settling Defendant is entitled, as of the date of full payment pursuant to Section V (“Payment of Response Costs”), 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 Past Response Costs.

21. Settling Defendants shall, with respect to any suit or claim brought by them for matters related to this Consent Decree, notify the United States in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendants shall, with respect to any suit or claim brought against them for matters related to this Consent Decree, notify the United States in writing within ten days of service of the complaint on Settling Defendants. In addition, Settling Defendants shall notify the United States within ten days of service or receipt of any Motion for Summary Judgment and within ten days of receipt of any order from a court setting a case for trial.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling 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 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 Plaintiff set forth in Section VII.

XI. RETENTION OF RECORDS

23. Until five (5) years after the entry of this Consent Decree, each Settling 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.

24. After the conclusion of the 5-year document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such records to EPA. 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 Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

25. Each Settling 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 and 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.

XII. NOTICES AND SUBMISSIONS

26. 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, and Settling 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 # 90-11-3-09114)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, New York 10007
ATTN: Saturn Chemicals Superfund Site Attorney

Saturn Chemicals Superfund Site On-Scene Coordinator
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
2890 Woodbridge Avenue
Building 209
Edison, NJ 08837

As to Settling Defendants:

As to Saturn Defendants:

Barry M. Hartman
K&L Gates LLP
1601 K Street, NW
Washington, DC 20006-1600

Darryl F. Manuel, President
PolySat, Inc.
7240 State Road
Philadelphia, PA 19135

As to Mercer Wrecking and Recycling Corporation:

Thomas Mazza, President
Mercer Group International
P. O. Box 5626
Trenton, New Jersey 08638

Angela A. Iuso Esq.
Connell Foley LLP
85 Livingston Ave.
Roseland, New Jersey 07068

As to the Township of Lawrence:

Kevin P. Nerwinski
Nerwinski, Dember & Fox, LLC
600 Lawrence Road
Lawrenceville, NJ 08648

XIII. RETENTION OF JURISDICTION

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

XIV. INTEGRATION

28. This Consent Decree constitutes 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.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

29. 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 reserves 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.

30. 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.

XVI. SIGNATORIES/SERVICE

31. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice 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.

32. Each Settling 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 has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

33. Each Settling 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. 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.

XVII. FINAL JUDGMENT

34. 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 and the Settling 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 _____, 20__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Saturn Chemicals, Inc., et al.*, Civil Action No. 08-cv-03537-AET, relating to the Saturn Chemicals, Inc. Superfund Site.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

~~WALTER~~ WALTER MUGDAN
Director
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 19th Floor
New York, New York 10007

June 23, 2009
DATE

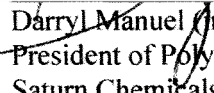
WILLIAM C. TUCKER
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, New York 10007

June 23, 2009
DATE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Saturn Chemicals, Inc., et al.*, Civil Action No. 08-cv-03537-AET, relating to the Saturn Chemicals, Inc. Superfund Site.

FOR SATURN DEFENDANTS

Date:  6/15/09


Darryl Manuel (in his individual capacity and as
President of PolySat, Inc. and former President of
Saturn Chemicals, Inc.)
c/o PolySat, Inc.
7240 State Road
Philadelphia, PA 19135

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

Barry M. Hartman
K&L Gates LLP
1601 K Street, NW
Washington, DC 20006-1600

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Saturn Chemicals, Inc., et al.*, Civil Action No. 08-cv-03537-AET, relating to the Saturn Chemicals, Inc. Superfund Site.

FOR DEFENDANT ~~MERCER WRECKING AND RECYCLING CORPORATION~~

Date: 6-18-09

Thomas ~~Mazza~~, President
Mercer Group International
P. O. Box ~~1626~~
Trenton, New Jersey 08638

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

Angela A. Iuso Esq.
Connell Foley LLP
85 Livingston Ave.
Roseland, New Jersey 07068

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Saturn Chemicals, Inc., et al.*, Civil Action No. 08-cv-03537-AET, relating to the Saturn Chemicals, Inc. Superfund Site.

~~FOR~~ DEFENDANT TOWNSHIP OF LAWRENCE

Date 6/16/09

Hon. Pamela H. Mount, Mayor - Township of Lawrence
Lawrence Township Municipal Complex
2207 Lawrence Road
Lawrenceville, NJ 08648

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

Kevin P. Nerwinski
Nerwinski, Dember & Fox, LLC
600 Lawrence Road
Lawrenceville, NJ 08648