

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
	:	Civil Action No. _____
v.	:	
	:	
EMR (USA Holdings) Inc.;	:	
Camden Iron & Metal, Inc.;	:	
Atlas Traders, LLC; SPC Corporation;	:	
Rhino Recycling, Inc.; Delco Metals, Inc.;	:	
United Compressed Steel Company;	:	
Tioga Real Estate, LLC;	:	
Sims Group USA Holdings Corporation;	:	
Simsmetal East LLC f/k/a Hugo Neu Schnitzer East;	:	
Metal Management Northeast, Inc.; and	:	
Mercer Group International of New Jersey, Inc.,	:	
	:	
Defendants.	:	

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**CONSENT DECREE FOR RECOVERY OF PAST RESPONSE COSTS**

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## I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the U.S. Environmental Protection Agency (EPA), has, simultaneously with the lodging of this Consent Decree, filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, 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 Shamrock Enterprises Site located at 281 Clearfield Avenue, Franklinville, Gloucester County, New Jersey, which is comprised of 4 lots that are approximately 52 acres in size (“the Site” or “Shamrock Enterprises Site”).

B. Shamrock Enterprises (“Shamrock”) was a small compressed-gas supply company and scrap yard, which supplied various gases to the welding industry and prepared propane tanks and compressed gas cylinders for recycling. The retail gas operation had two business streams: supplying cutting gases to the welding industry and other inert gases such as argon and carbon dioxide to customers; and preparing empty propane tanks for recycling. The gas supply business involved compressed gas distributor(s) picking up empty cylinders, refilling the cylinders, and delivering full cylinders to the site for sale to customers. As part of the scrap business Shamrock accepted deliveries of used compressed gas cylinders intended for processing and disposal. Shamrock recovered the contents of propane tanks when possible, other times venting the propane into the atmosphere. Shamrock then removed the valves from the empty tanks and cylinders, cut them in half, and sent them back to generator scrap metal recycling companies for recycling. Certain cylinders that were difficult to prepare for recycling, including those containing hazardous substances such as acetylene, ethylene oxide, hydrogen chloride, hydrogen, sulfide and silane, were accumulated on-site by the site owner and operator.

C. On February 23, 2018, EPA authorized a time-critical removal action at the Site which was completed on September 20, 2018. The removal action consisted of gathering cylinders which had been discarded over several acres to be evaluated by a specialized contractor tasked with ascertaining contents of each non-empty cylinder and implementing the appropriate disposition of each cylinder containing hazardous substances as listed above in Paragraph I.B.

D. The defendants that have entered into this Consent Decree (“Settling Defendants”) do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

E. 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 without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and 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 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 entry or 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 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 its appendices, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

“Consent Decree” shall mean this Consent Decree. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

“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 or State holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

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

“EPA” shall mean the U.S. Environmental Protection Agency.

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

“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. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“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 and Settling Defendants.

“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 incurred in connection with the removal action described in the “Final Removal Action Report for the Shamrock Enterprises Site,” dated December 13, 2019, through the Effective Date of this Consent Decree. Past Response Costs includes accrued Interest on all response costs described above through the Effective Date of this Consent Decree. Past Costs do not include costs that may be incurred in connection with any disposal by Settling Defendants of hazardous substances at the Site after September 20, 2018, when the removal action was completed.

“Plaintiff” shall mean the United States.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

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

“Settling Defendants” shall mean:

- EMR (USA Holdings) Inc.; Camden Iron & Metal, Inc.; Atlas Traders, LLC; SPC Corporation; Rhino Recycling, Inc.; Delco Metals, Inc.; United Compressed Steel Company; Tioga Real Estate, LLC (“EMR Entities”);
- Sims Group USA Holdings Corporation; Simsmetal East LLC f/k/a Hugo Neu Schnitzer East; Metal Management Northeast, Inc. (“Sims Entities”); and
- Mercer Group International of New Jersey, Inc.

“Site” shall mean the Shamrock Enterprises Site located at 281 Clearfield Avenue, Franklinville, Gloucester County, New Jersey, which is comprised of 4 lots that are approximately 52 acres in size, known as Block 1802, Lots 30, 31, 32, 33 on the Tax Map of Franklin Township, New Jersey.

“State” shall mean the State of New Jersey.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

## V. PAYMENT OF RESPONSE COSTS

4. **Payment by Settling Defendants for Past Response Costs.** Within 30 Days after the Effective Date, Settling Defendants shall pay to EPA \$900,000 for Past Response Costs. There will be no Interest due on this amount provided that this Consent Decree is executed by

Settling Defendants by September 30, 2024. If Settling Defendants fail to execute this Consent Decree by September 30, 2024, Settling Defendants shall pay an additional sum for Interest on the \$900,000 payment from October 1, 2024 through the date of payment.

5. Settling Defendants shall make payment by Fedwire Electronic Funds Transfer (EFT) in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit (FLU) of the U.S. Attorney's Office for the District of New Jersey after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (CDCS) number, Site/Spill ID Number 02-A21Z, and DJ Number 90-11-3-12494, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

*For the EMR Entities:*

Michael Gross, Esq.  
General Counsel, EMR USA  
201 North Front Street  
Camden, NJ 08102  
Michael.gross@emrgroup.com

*For the Sims Entities:*

Scott Miller, Esq.  
General Counsel, NAM  
Sims Metal  
1 Linden Avenue East  
Jersey City, NJ 07305  
Scott.miller@simsmm.com

*For Mercer:*

Nicholas Pacitti  
Chief Financial Officer  
Mercer Group International of NJ, Inc.  
1519 Calhoun Street  
Trenton, NJ 08638

on behalf of Settling Defendants, who are jointly and severally liable for payment of Past Response Costs per Paragraph 4, above. Settling Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change to DOJ and EPA in accordance with Section XII (Notices and Submissions).

6. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 4 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

7. **Notice of Payment.** At the time of payment, Settling Defendants shall send to EPA and DOJ, in accordance with Section XII (Notices and Submissions), a notice of this payment including references to the CDCS Number, Site/Spill ID Number 02-A21Z and DJ Number 90-11-3-12494.

## 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 by Settling Defendants for Past Response Costs) by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

### 9. **Stipulated Penalty**

a. If any amounts due to EPA under Paragraph 4 (Payment by Settling Defendants for Past Response Costs) are not paid by the required date, Settling Defendants 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, \$2,500 per violation per Day that such payment is late.

b. Stipulated penalties are due and payable within 30 Days after the date of the demand for payment of the penalties by EPA. Settling Defendants shall make all payments at <https://www.pay.gov> using the “EPA Miscellaneous Payments Cincinnati Finance Center” link, and including references to the Site/Spill ID and DJ numbers listed in Paragraph 5 and send notice of this payment in accordance with Paragraph 7 (Notice of Payment). Settling Defendants shall indicate in the comment field on the <https://www.pay.gov> payment form that the payment is for stipulated penalties.

c. 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 in this Consent Decree 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. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the insolvency of any Settling Defendant or the failure by any Settling Defendant to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

13. 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 (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

## VII. COVENANTS BY PLAINTIFF

14. **Covenants for Settling Defendants by United States.** 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. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants extend only to Settling Defendants and do not extend to any other person.

## VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

15. 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 Paragraph 14 (Covenants by Plaintiff). Notwithstanding any other provision of this Consent Decree, the United States reserves any and 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. COVENANTS BY SETTLING DEFENDANTS

16. 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 the Site, Past Response Costs and this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA 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 Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, 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 for Past Response Costs.



17. By signing this Consent Decree, each Settling Defendant certifies that it has not disposed of any waste material at the Site since the Removal Action was completed on September 20, 2018.

18. 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).

19. **Waiver of Claims by Settling Defendants**

a. 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:

(1) **De Micromis Waiver.** 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;

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA § 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. **Exception to Waivers**

(1) The waivers under this Paragraph 19 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

(2) The waiver under Paragraph 19.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), 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 if (iii) such person has been convicted of a criminal violation for the conduct to which

the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION**

20. Except as provided in Paragraph 19 (Waiver of Claims by Settling Defendants), 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 Section IX (Covenants by Settling Defendants), 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 it 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).

21. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant has, as of the Effective Date, resolved liability for Past Response Costs to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs.

22. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant has, as of the Effective Date, resolved liability to the United States for Past Response Costs within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

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

24. 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 Covenants by Plaintiff set forth in Section VII.

## XI. RETENTION OF RECORDS

25. Until seven (7) years after the Effective Date, each Settling Defendant shall preserve and retain all non-identical copies of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (“Records”) now in its possession or control or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site or that are responsive to any Information Request from EPA sent to the Settling Defendants pursuant to CERCLA Section 104(e), whether or not provided to EPA. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

26. At the conclusion of the record retention period, 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, and except as provided in Paragraph 27 (Privileged and Protected Claims), Settling Defendants shall deliver any such Records to EPA.

### 27. Privileged and Protected Claims

a. Settling Defendants may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 27.b, and except as provided in Paragraph 27.c.

b. If Settling Defendants assert a claim of privilege or protection, they shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (*e.g.*, company or firm), and address of the author, each addressee, and of each recipient; a description of the Record’s contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendants shall provide the Record to Plaintiff in redacted form to mask the privileged or protected information only. Settling Defendants shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendants’ favor.

c. Settling Defendants may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Defendants are required to create or generate pursuant to this Consent Decree.

28. **Business Confidential Claims.** Settling Defendants may assert that all or part of a Record submitted to Plaintiff under this Section or Section XI (Retention of Records) is

business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Defendants shall segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which Settling Defendants assert a business confidentiality claim. Records that Settling Defendants claim to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendants that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

29. Notwithstanding any provision of this Consent Decree, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

30. Each Settling Defendant 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 (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

## **XII. NOTICES AND SUBMISSIONS**

31. 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 Parties in writing. Except as otherwise provided, notice to a Party by email in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

### **As to DOJ:**

Deborah M. Reyher, Esq.  
Senior Counsel  
Environmental Enforcement Section  
Environment & Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, DC 20044-7611  
Tel: (202) 532-3314  
Deborah.Reyher@usdoj.gov and eescdcopy.enrd@usdoj.gov  
Re: DJ# 90-11-3-12494

**As to EPA:**

Elizabeth LaBlanc, Esq.  
 Office of Regional Counsel  
 U.S. Environmental Protection Agency, Region 2  
 290 Broadway, 17th Floor  
 New York, NY 10007  
 Tel: (212) 637-3106  
[LaBlanc.Elizabeth@epa.gov](mailto:LaBlanc.Elizabeth@epa.gov)

**As to Settling Defendants:**

EMR Entities	Diana A. Silva, Esq. Manko, Gold, Katcher & Fox, LLP Three Bala Plaza East Suite 700 Bala Cynwyd, PA 19004 Tel: (484) 430-2347 dsilva@mankogold.com
SIMS Entities	Garrett D. Trego, Esq. Manko, Gold, Katcher & Fox, LLP Three Bala Plaza East Suite 700 Bala Cynwyd, PA 19004 Tel: (484) 430-2321 gtrego@mankogold.com
Mercer Group International of New Jersey, Inc.	Gaetano C. Lanciano, Esq. Lanciano and Associates, LLC 2 Route 31 North Pennington, New Jersey 08534 Tel: (609) 452-7100 lhardcastle@lancianolaw.com

**XIII. RETENTION OF JURISDICTION**

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

**XIV. INTEGRATION**

33. 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**

34. This Consent Decree shall be lodged with the Court for a period of at least 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 that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

35. 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.

#### **XV. SIGNATORIES/SERVICE**

36. Each undersigned representative of a Settling Defendant and the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, 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.

37. Each Settling Defendant 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.

38. 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. 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.

#### **XVI. FINAL JUDGMENT**

39. Upon 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 enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
United States District Judge

Signature Page for Consent Decree Regarding Shamrock Enterprises Site

**FOR THE UNITED STATES OF AMERICA:**

Dated: September 30, 2024

Patricia McKenna  
Deputy Section Chief  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section

*s/ Deborah M. Reyher*

Deborah M. Reyher  
Senior Counsel  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044-7611

Signature Page for Consent Decree Regarding Shamrock Enterprises Site

**Evangelista, Pat** Digitally signed by Evangelista, Pat  
Date: 2024.09.26 08:05:59 -04'00'

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

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Pat Evangelista  
Director, Superfund & Emergency  
Management Division  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway  
New York, NY 10007-1866

**ELIZABETH LABLANC** Digitally signed by ELIZABETH LABLANC  
Date: 2024.09.25 13:17:15 -04'00'

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Elizabeth La Blanc  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway  
New York, NY 10007-1866



Signature Page for Consent Decree Regarding Shamrock Enterprises Site

**FOR: Sims Entities:**

Dated: September 12, 2024



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Name (print): Scott Miller

Title: Secretary

Address: Sims Metal

1 Linden Avenue East

Jersey City, New Jersey 07305

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

Name: Corporation Service Company

Address: Princeton South Corporate Ctr

Suite 160

100 Charles Ewing Blvd.

Ewing, New Jersey 08628

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**FOR: EMR Entities**

Dated: 9.12.24



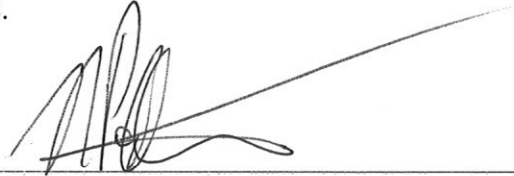
Name (print): MICHAEL GROSS  
Title: SECRETARY  
Address: EMR (USA HOLDINGS) INC.  
201 N. FRONT ST.  
CAMDEN NJ 08102

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

Name: Diana A. Silva, Esq.  
Title: Attorney for EMR Entities  
Address: Manko, Gold, Katcher & Fox, LLP, Three Bala Plaza East, Suite 700  
Bala Cynwyd, PA 19004  
Phone: (484) 430-2347  
email: dsilva@mankogold.com

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**FOR:** Mercer Group International of New Jersey,  
Inc.



Dated: 9/17/24

Name (print): Nick Pacitti

Title: CFO

Address: 1519 Calhoun Street Trenton, NJ 08638

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

Name: Gaetano C. Lanciano, Esq.  
Title: Counsel  
Address: 2 Route 31 N., Pennington NJ 08534  
Phone: 609.452.7100  
email: glanciano@lancianolaw.com