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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - MORRIS COUNTY  
DOCKET NO. L-2907-04

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, et al.,	:	
	:	<u>Civil Action</u>
Plaintiffs,	:	CONSENT ORDER
v.	:	
N.B. FAIRCLOUGH & SONS, INC.,	:	
Defendant.	:	
	:	

This matter was opened to the Court by Jeffrey S. Chiesa, Attorney General of New Jersey, Mark D. Oshinskie, Deputy Attorney General appearing, attorney for plaintiffs New Jersey Department of Environmental Protection ("DEP"), and the Administrator of the New Jersey Spill Compensation Fund ("Administrator")(collectively, "the Plaintiffs"), and Wolff & Samson, LLP, Michael J. Naughton, Esq., Morris Downing & Sherred, LLP, James P. Fox, Esq., appearing, as attorneys for defendant N. B. Fairclough & Sons, Inc. ("the Settling Defendant"), and the parties have amicably resolved their dispute before trial:

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## I. BACKGROUND

A. The Plaintiffs initiated this action on October 28, 2004, by filing a complaint against the Settling Defendant, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24 ("the Spill Act"), and the common law.

B. Plaintiffs, in their complaint, seek reimbursement of the costs they have incurred, and will incur, to remediate the N.B. Fairclough site, including damages for any natural resource of this State that has been, or may be, injured by the discharge of hazardous substances at the N.B. Fairclough site located in Montville, New Jersey, as well as injunctive and other relief.

C. The Settling Defendant subsequently filed responsive pleadings in which it denies liability, and asserts various defenses to the allegations contained in the Plaintiffs' complaint.

D. By entering into this Consent Order, the Settling Defendant admits no liability arising from the transactions or occurrences the Plaintiffs allege in the complaint filed in this action.

E. The Plaintiffs allege, and the Settling Defendant denies, that "hazardous substances," as defined in N.J.S.A. 58:10-23.11b., have been "discharged" at the N.B. Fairclough property within the meaning of N.J.S.A. 58:10-23.11b.

F. Certain alleged discharges at the subject site in 1973 allegedly were caused by acts of vandalism.

G. On or about March 1977, the Montville Board of Health inspected the N.B. Fairclough site, during which time they sampled the soils and groundwater, including excavating a test trench. The Montville Board of Health detected petroleum products in several soil samples and observed oil in the test trench.

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H. In April 1978, the Plaintiffs inspected the N.B. Fairclough site and found petroleum products in a catch basin and in a storm sewer from which petroleum products were leaking. The Plaintiffs also observed oil being discharged into a drainage ditch from a pipe connecting the ditch to the N.B. Fairclough property. N.B. Fairclough subsequently tested the fuels lines at the site and discovered that they were leaking.

I. During 1985, the Plaintiffs investigated various properties near the N.B. Fairclough site and found certain potable wells contaminated with petroleum hydrocarbons and concluded that the N.B. Fairclough site was the contaminant source.

J. The Plaintiffs subsequently established a well restriction area and recommended municipal water mains be extended to the affected residences and that these residences connect to the municipal water system.

K. On December 31, 1985 and April 8, 1987, the Plaintiffs issued Spill Act directives ("Directives") to the Settling Defendant pursuant to N.J.S.A. 58:10-23.11f.a., directing the Settling Defendant to remediate the site and fund the connection of the affected residences to the public water supply system and also to fund the sealing of the affected wells.

L. The Settling Defendant did not comply with the Directives.

M. The Plaintiffs have incurred, and may continue to incur, costs as a result of the discharge of hazardous substances at the N.B. Fairclough site.

N. Plaintiff Administrator has certified, and may continue to certify, for payment, valid claims made against the Spill Fund concerning the N.B. Fairclough site, and, further, has approved, and may continue to approve, other appropriations for the N.B. Fairclough site.

O. In October 1999, the Plaintiffs approved a Remedial Action Selection Report for the site, which generally provides for the delineation of the soils and groundwater contamination,

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the removal and off-site disposal of all contaminated soils, and the remediation of the remaining soil and groundwater contamination. The Plaintiffs will be completing the future remedial work necessary at this site for any contamination associated with past discharges as of the date of the entry of this settlement, including contamination emanating from the site.

P. The parties to this Consent Order recognize, and this Court by entering this Consent Order finds, that the parties to this Consent Order have negotiated this Consent Order in good faith; that the implementation of this Consent Order will expedite the remediation of the N.B. Fairclough site, will allow the parties to this Consent Order to avoid continued, prolonged and complicated litigation; and that this Consent Order is fair, reasonable, and in the public interest.

Q. Settling Defendant no longer owns the Site.

**THEREFORE**, with the consent of the parties to this Consent Order, it is hereby **ORDERED and ADJUDGED**:

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to the Spill Act and the common law. This Court also has personal jurisdiction over the parties to this Consent Order, solely for the purposes of implementing this Consent Order and resolving the underlying litigation.

2. The parties to this Consent Order waive all objections and defenses they may have to jurisdiction of this Court, or to venue in this County. The Parties shall not challenge the Court's jurisdiction to enforce this Consent Order.

## III. PARTIES BOUND

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3. This Consent Order applies to, and is binding upon, the Plaintiffs, and the Settling Defendant.

#### IV. DEFINITIONS

4. Unless otherwise expressly provided, terms used in this Consent Order that are defined in the Spill Act, or in the regulations promulgated under this act, shall have their statutory or regulatory meaning. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

"Consent Order" shall mean this Consent Order.

"Day" shall mean a calendar day unless expressly stated to be a working day.

"Working day" shall mean a day other than a Saturday, Sunday, or State holiday.

In computing time under this Consent Order, where the last day would fall on a Saturday, Sunday, or State holiday, time shall run until the close of business of the next working day.

"Effective Date" shall mean the effective date of this Consent Order provided for in Paragraph 32.

"Future Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, that the Plaintiffs will incur after the effective date of this Consent Order to remediate the ~~Site (as hereinafter defined), and contamination arising out of or emanating from the Site,~~

"Hazardous Substances" shall mean all substances identified in the definitions of "Hazardous Substances" set forth in the Spill Act, N.J.S.A. 58:10-23.11B or the Comprehensive

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Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C.A. Section 9601(14).

"Interest" shall mean interest at the rate established by R. 4:42 of the then current edition of the New Jersey Court Rules.

“National Grange” shall mean National Grange Mutual Insurance Company and The Main Street America Group. National Grange shall also include the officers, directors, employees, predecessors, parents, successors, subsidiaries, assigns, trustee in bankruptcy, and receivers of National Grange Mutual Insurance Company and The Main Street America Group appointed pursuant to a proceeding in law or equity solely in their capacity as such. National Grange allegedly provided insurance coverage to N.B. Fairclough during the relevant time periods.

“Natural Resource Damages (“NRDs),” shall mean all claims arising from discharges at the N.B. Fairclough Property that occurred prior to the effective date of this Consent Order, and that are recoverable by the Plaintiffs as natural resource damages for injuries to groundwater under the Spill Act; the Water Pollution Control Act; the Oil Pollution Act, 33 U.S.C.A. Sections 2701 to -2761; the Clean Water Act, 33 U.S.C.A. Section 1251 to -1387; the CERCLA, 42 U.S.C.A. Sections 9601 to -9675, or any other state or federal common law, statute, or regulation, and include:

a. The costs of assessing injury to groundwater and groundwater services, plaintiff DEP’s Office of Natural Resource Restoration’s oversight costs determined pursuant to N.J.A.C. 7:26C-4.7, attorney’s fees, consultants and experts’ fees, other litigation costs, and interest, incurred prior to the effective date of this Consent Order; and

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b. Compensation for restoration of, the lost value of, injury to, or destruction of groundwater and groundwater services.

Natural Resource Damages do not include:

a. Compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages;

b. Requirements to clean up any contamination as a result of discharges at the Site; or

c. The Settling Defendant's continuing obligation to pay the Plaintiffs' oversight costs determined pursuant to N.J.A.C. 7:26C-4.7, incurred after the effective date of this Consent Order.

"Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral or an upper case letter.

"Party" or "Parties" shall mean plaintiff DEP, plaintiff Administrator, and the Settling Defendant.

"Past Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, the Plaintiffs incurred on or before the Effective Date of this Consent Order, to remediate the Site.

"Plaintiffs" shall mean plaintiffs DEP, Administrator, and any successor department, agency or official.

"Section" shall mean a portion of this Consent Order identified by a roman numeral.

"Settling Defendant" shall mean defendant N.B. Fairclough & Sons Inc. Settling Defendant shall also include its officers, directors, employees, predecessors, parents, successors,

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subsidiaries, assigns, trustee in bankruptcy, or receiver appointed pursuant to a proceeding in law or equity (“Related Entity”), but only to the extent that the alleged liability of any Related Entity for remediating the N.B. Fairclough site is based on its status and in its capacity as a Related Entity, and not to the extent that the alleged liability of the Related Entity with respect to the N.B. Fairclough site arose independently of its status and capacity as a Related Entity of any Settling Defendant.

"Site" shall mean the N.B. Fairclough Property, consisting of approximately 0.40 acres of real property located at 811 Route 202, Montville Township, Morris County, New Jersey, this property being also known and designated as Block 109, Lot 18, on the Tax Map of Montville Township (the "N.B. Fairclough Property"), and all other areas where any hazardous substance discharged there has become located, which plaintiff DEP has designated as Site Remediation Program Interest No. G000008802.

#### V. PARTIES' OBJECTIVES

5. The Parties' objectives in entering into this Consent Order are to protect public health and safety and the environment by the Settling Defendant agreeing to reimburse the Plaintiffs for their Past Cleanup and Removal Costs and in recognition of any Future Cleanup and Removal Costs, and in return for the Plaintiffs agreeing to resolve all of their claims against the Settling Defendant concerning the Site.

#### VI. SETTLING DEFENDANT'S COMMITMENTS

6. Within thirty (30) days of the effective date of this Consent Order, National Grange shall pay to the Plaintiffs four hundred and twenty thousand dollars (\$420,000) for reimbursement of the Past Cleanup and Removal Costs. It is expressly understood and agreed that National Grange's obligation under this Consent Order is expressly limited to payment of the

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\$420,000 provided for in this Paragraph 6. Thereafter, Settling Defendant shall pay eighty thousand dollars (\$80,000) to the Plaintiffs for Future Cleanup and Removal costs, including Natural Resource Damages. Settling Defendant shall make the foregoing \$80,000 payment in four (4) \$20,000 installments over a period of four (4) years. The first such \$20,000 payment is to be made when Settling Defendant receives notice of the entry of this Consent Order and will pay an additional \$20,000 for the next three (3) years on the anniversary date of the Court's entry of the Consent Order. The ~~Release, Covenant Not To Sue and full Contribution Protection of the Spill Act, N.J.S.A. 58:10-23.11 f.a.F(2)(b) and CERCLA, 42 U.S.C.A. 9613(f)(2)~~ in favor of the Settling Defendant will be effective on the date of the last \$20,000 payment.

7. National Grange and the Settling Defendant shall pay the amounts specified in Paragraph 6 above by check made payable to the "Treasurer, State of New Jersey." The Settling Defendant shall mail or otherwise deliver the payments and payment invoices to the Section Chief, ~~Environmental Enforcement 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.

#### VII. PLAINTIFFS' COVENANTS

8. In consideration of the payments the Settling Defendant and National Grange are making pursuant to Paragraph 6 above, the Plaintiffs hereby covenant not to sue or further sue and agree not to assert any claim against Settling Defendant or National Grange or to take any further administrative, legal or equitable action available to Plaintiffs regarding any discharge or release of Hazardous Substances at or from the N.B. Fairclough Property prior to or on the Effective Date of this Consent Order, and also agree not to seek any reimbursement of the Past Cleanup and Removal Costs and Future Cleanup and Removal Costs, or seek any reimbursement or other legal

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or equitable redress for any imminent or substantial endangerment posed by any discharge or release of Hazardous Substances at or from the N.B. Fairclough Property Site prior to the Effective Date, under the Spill Act, CERCLA, the common law, and any other local, state or federal statute, regulation or other authority, including any successor statutes or laws enacted. Also, Plaintiffs covenant not to sue and agree not to assert or pursue any claim against Settling Defendant or National Grange for liability for any claim by a third party pending or filed on or after the Effective Date of this Consent Order against the Spill Fund. Also, Plaintiffs covenant not to sue and agree not to assert or pursue any claim against, Settling Defendant or National Grange for Natural Resource Damages or for liability for any claim by a third party that is either pending, or is filed on or after the Effective Date of this Consent Order.

9. In further consideration of the payments the Settling Defendant and National Grange are making pursuant to Paragraph 6 above, the Plaintiffs shall promptly file a stipulation to dismiss, with prejudice, the complaint against the Settling Defendant, without further application to the Court.

10. The covenants contained in Paragraphs 8 and 9 above shall take effect, respectively, upon the Plaintiffs receiving the \$420,000 from National Grange and the final payment from the Settling Defendant that it is required to make pursuant to Paragraph 6 above in the prescribed time and manner.

11. The covenants contained in Paragraphs 8 and 9 above are further conditioned upon the Settling Defendant's satisfactory performance of its obligations under this Consent Order, and extend only to the Settling Defendant and National Grange and not to any other person.

#### VIII. PLAINTIFFS' RESERVATION

12. The covenants contained in Paragraphs 8 and 9 above do not pertain to any matters

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other than those expressly stated. The Plaintiffs reserve, and this Consent Order is without prejudice to, all rights against the Settling Defendant concerning all other matters, including the following:

- a. claims based on the Settling Defendant's failure to satisfy any term or provision of this Consent Order;
- b. liability arising from the Settling Defendant's past, present or future discharge of unsatisfactory storage or containment of any hazardous substance outside the Site;
- c. liability for any future discharge or unsatisfactory storage or containment of any hazardous substance by the Settling Defendant at the N.B. Property Site other than as ordered or approved by DEP; and
- d. criminal liability.

**IX. SETTLING DEFENDANT'S COVENANTS**

13. The Settling Defendant further covenants, subject to Paragraph 15 below, not to sue or assert any claim or cause of action against the State, including any department, agency or instrumentality of the State, concerning the Site. This covenant shall include any claim or cause of action concerning the remediation of the Site, including plaintiff DEP's selection, performance or oversight of the remediation, or plaintiff DEP's approval of the plans for the remediation.

**X. SETTLING DEFENDANT'S RESERVATIONS**

14. The Settling Defendant reserves, and this Consent Order is without prejudice to, claims against the State of New Jersey, subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -12-3; the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to 13-10; the New Jersey Constitution, N.J. Const. art. VIII, §2, ¶2; or any other applicable provision of law, for money damages for injury or loss of property or personal injury or death caused by the negligent or

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wrongful act or omission of any State employee while acting within the scope of his office or employment under circumstances where the State, if a private person, would be liable to the claimant. Any such claim, however, shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a State employee as that term is defined in N.J.S.A. 59:1-3; nor shall any such claim concerning the Site, including plaintiff DEP's selection of the remediation plans or activities relating to the remediation. The foregoing applies only to claims that the Settling Defendant may bring pursuant to any statute other than the Spill Act, and for which the waiver of sovereign immunity is found in a statute other than the Spill Act.

15. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim against the Spill Fund within the meaning of N.J.S.A. 58:10-23.11k or N.J.A.C. 7:1J.

#### XI. FINDINGS & ADMISSIONS OF LIABILITY

16. Nothing contained in this Consent Order shall be considered an admission by the Settling Defendant, or a finding by the Plaintiffs, of any wrongdoing or liability on the Settling Defendant's part for anything the Plaintiffs have actual knowledge of having occurred at the Site as of the effective date of this Consent Order.

#### XII. EFFECT OF SETTLEMENT & CONTRIBUTION PROTECTION

17. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Order may have under applicable law.

18. The Settling Defendant expressly reserves all rights, including any right to contribution, defenses, claims, demands, and causes of action that the Settling Defendant may

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have concerning any matter, transaction, or occurrence concerning the Site against any person not a Party to this Consent Order.

19. When entered, this Consent Order will constitute a judicially approved settlement within the meaning of N.J.S.A. 58:10-23.11f.a.(2)(b) and 42 U.S.C.A. § 9613(f)(2) for the purpose of providing protection to the Settling Defendant and National Grange from contribution actions. The Parties agree, and by entering this Consent Order this Court finds, the Settling Defendant is entitled, upon fully satisfying its obligations under this Consent Order, to protection from contribution actions or claims for matters addressed in this Consent Order.

20. In order for the Settling Defendant to obtain protection under N.J.S.A. 58:10-23.11.f.ba(2)(b) from contribution claims concerning the matters addressed in this Consent Order the Plaintiffs published notice of this Consent Order in the New Jersey Register and on plaintiff DEP's website on \_\_\_\_\_, 2013, in accordance with N.J.S.A. 58:10-23.11e.2. Such notice included the following information

- a. the caption of this case;
- b. the name and location of the N.B. Fairclough Property;
- c. the name of the Settling Defendant; and
- d. A summary of the terms of this Consent Order.

21. The Plaintiffs, in accordance with N.J.S.A. 58:10-23.11e2, arranged for written notice of the Consent Order to all other potentially responsible parties of whom the Plaintiffs had notice as of the date the Plaintiffs published notice of the proposed settlement in this matter in the New Jersey Register in accordance with paragraph 20 above.

22. The Plaintiffs will submit this Consent Order to the Court for entry pursuant to Paragraph 19 above, unless, as a result of the notice of the Consent Order, pursuant to Paragraph

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20 above, the Plaintiffs receive information that discloses facts or considerations that indicate to them, in their sole discretion, that the Consent Order is inappropriate, improper or inadequate.

XIII. GENERAL PROVISIONS

23. The Plaintiffs enter into this Consent Order pursuant to the police powers of the State of New Jersey for the enforcement of the laws of the State and the protection of the public health and safety and the environment. All obligations imposed upon the Settling Defendant by this Consent Order are continuing regulatory obligations pursuant to these police powers.

XIV. ACCESS TO INFORMATION

24. Upon receipt of a written request by one or more of the Plaintiffs, the Settling Defendant shall submit or make available to the Plaintiffs all information the Settling Defendant has concerning the Site, including technical records and contractual documents.

25. The Settling Defendant may assert a claim of confidentiality or privilege for any information submitted to the Plaintiffs pursuant to this Consent Order. The Settling Defendant, however, agrees not to assert any privilege or confidentiality claim concerning data related to Site conditions, sampling, or monitoring.

XV. RETENTION OF RECORDS

26. The Settling Defendant shall preserve during the pendency of this Consent Order and for a minimum of 10 years after its effective date, all data and information, including technical records, potential evidentiary documentation and contractual documents, in the Settling Defendant's possession or in the possession of its divisions, employees, agents, accountants, contractors, or attorneys, which in any way concern the Site, despite any document retention policy to the contrary.

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27. After the 10-year period specified in Paragraph 26 above, the Settling Defendant may request of plaintiff DEP, in writing, that it be allowed to discard any such documents. Such a request shall be accompanied by a description of the documents involved, including the name of each document, date, name and title of the sender and receiver and a statement of contents. Upon receiving written approval from plaintiff DEP, the Settling Defendant may discard only those documents the Plaintiffs do not require the Settling Defendant to preserve for a longer period.

XVI. NOTICES AND SUBMISSIONS

28. Except as otherwise provided in this Consent Order, whenever written notice or other documents are required to be submitted by one Party to another, they 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.

As to Plaintiffs DEP & Administrator:

Section Chief  
Environmental Enforcement~~Cost Recovery and Natural Resource Damages~~ Section  
Department of Law & Public Safety  
Division of Law  
Richard J. Hughes Justice Complex  
P.O. Box 093  
Trenton, New Jersey 08625-0093  
(609) 984-4863

As to N.B. Fairclough & Sons, Inc.:

James P. Fox, Esquire  
c/o Morris, Downing & Shered, LLP  
One Main Street  
Newton, New Jersey 07860

29. All submissions shall be considered effective upon receipt, unless otherwise provided in this Consent Order.

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30. The Settling Defendant shall not construe any informal advice, guidance, suggestions, or comments by the Plaintiffs, or by persons acting for them, as relieving the Settling Defendant of its obligation to obtain written approvals or modifications as required by this Consent Order.

**XVII. EFFECTIVE DATE**

31. The effective date of this Consent Order shall be the date upon which this Consent Order is entered by the Court.

**XVIII. RETENTION OF JURISDICTION**

32. This Court retains jurisdiction over both the subject matter of this Consent Order and the Parties for the duration of the performance of the terms and provisions of this Consent Order for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Order, or to effectuate or enforce compliance with its terms, or to resolve disputes, including any appeal from an administrative determination of a dispute between the parties.

**XIX. MODIFICATION**

33. This Consent Order represents the entire integrated agreement between the Plaintiffs and the Settling Defendant concerning the Site, and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided.

34. Any notices or other documents specified in this Consent Order may only be modified by agreement of the Parties. All such modifications shall be made in writing.

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35. All notices or other documents the Settling Defendant is required to submit to the Plaintiffs under this Consent Order shall, upon approval or modification by the Plaintiffs, be enforceable under this Consent Order. All such approvals or modifications shall be in writing.

36. In the event the Plaintiffs approve or modify a portion of a notice or other document the Settling Defendant is required to submit under this Consent Order, the approved or modified portion shall be enforceable under this Consent Order.

37. Nothing in this Consent Order shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Order.

**XX. ENTRY OF THIS CONSENT ORDER**

38. The Settling Defendant consents to the entry of this Consent Order without further notice.

39. Upon conclusion of the public comment period specified in Paragraph 20 above, the Plaintiffs shall promptly submit this Consent Order to the Court for entry.

40. If for any reason the Court should decline to approve this Consent Order 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.

**XXI. SIGNATORIES/SERVICE**

41. Each undersigned representative of a Party to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order, and to execute and legally bind such party to this Consent Order.

42. This Consent Order may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Consent Order.

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43. The Settling Defendant shall identify on the attached signature pages, the name, address and telephone number of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Order. The Settling Defendant agrees to accept service in this manner, and to waive the formal service requirements set forth in R. 4:4-4, including service of a summons.

**SO ORDERED** this        day of                    , 2013.

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Honorable W. Hunt Dumont, J.S.C.

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NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Kevin Kratina, Assistant Director ~~of the~~  
Enforcement and Assignment Information Support  
Element  
Site Remediation Program

Dated:

By: \_\_\_\_\_  
Richard Boornazian, Assistant Commissioner  
Natural & Historic Resources

Dated:

NEW JERSEY SPILL COMPENSATION FUND

By: \_\_\_\_\_  
Anthony J. Farro, Administrator  
New Jersey Spill Compensation Fund

Dated:

JEFFREY S. CHIESA, ATTORNEY GENERAL OF  
NEW JERSEY  
Attorney for Plaintiffs

By: \_\_\_\_\_  
Mark D. Oshinskie  
Deputy Attorney General

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Attorneys for N.B. Fairclough & Sons, Inc.

By: \_\_\_\_\_  
Michael J. Naughton, Esq

Dated:

Person Authorized to Accept Service on Behalf of N.B. Fairclough & Sons, Inc..

Name: James P. Fox, Esq.

Title: Attorney

Address: Morris Downing & Sherred, LLP  
One Main Street, P.O. Box 67  
Newton, NJ 07860

Telephone No.: (973) 383-2700

Representative of National Grange Mutual Insurance Company

By: \_\_\_\_\_  
Brian J. Brennan  
Corporate Claims Consultant

Dated:

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