

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Richard J. Hughes Justice Complex
25 Market Street
PO Box 093
Trenton, NJ 08625-0093
Attorney for Plaintiffs

By: Louis G. Karagias
Deputy Attorney General
(609) 984-4863

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CAPE MAY COUNTY
DOCKET NO. CPM-L-742-04

| | |
|------------------------------|---------------------|
| NEW JERSEY DEPARTMENT OF : | |
| ENVIRONMENTAL PROTECTION, et | |
| al., : | <u>Civil Action</u> |
| Plaintiffs, : | CONSENT JUDGMENT |
| v. : | |
| DAVID C. LEVARI, : | |
| Defendant. : | |
| : | |

This matter was opened to the Court by Jeffrey S. Chiesa, Attorney General of New Jersey, Louis G. Karagias, 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 David C.

Levari, appearing Pro Se ("the Settling Defendant"); and the parties have amicably resolved their dispute during trial:

I. BACKGROUND

1. The Plaintiffs initiated this action on December 29, 2004, by filing a complaint against the Settling Defendant, and others, 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.

2. Plaintiffs, in their complaint, seek reimbursement of the costs they have incurred, and will incur, to remediate the Site, including damages, as defined herein, for any natural resource of this State that has been, or may be, injured by the discharge of hazardous substances at the Property located in Upper Township, New Jersey, as well as injunctive and other relief.

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

4. By entering into this Consent Judgment, the Settling Defendant does not admit any liability arising from the

transactions or occurrences the Plaintiffs allege in the complaint filed in this action.

5. 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 Property within the meaning of N.J.S.A. 58:10-23.11b.

6. On or about June 1988, the Settling Defendant initiated the remediation of the Site by performing soil sampling adjacent to two 2,000 gallon underground storage tanks located at the Property. Sampling results revealed the presence of petroleum hydrocarbons at levels ranging from 375 - 2,800 parts per million.

7. In 2000, plaintiff DEP commenced a remedial investigation of the Site pursuant to N.J.S.A. 58:10-23.11f.a. and N.J.A.C. 7:26E, during which plaintiff DEP investigated the nature and extent of the contamination.

8. In December 2001, plaintiff DEP removed five underground storage tanks and closed two underground storage tanks in place at the Property.

9. From 2005-2007, plaintiff DEP designed and constructed a Soil Vapor Extraction/Air Sparge remediation system at the Site, which introduces air into the saturated zone below the water

table and as the air rises hydrocarbons are removed from the ground water.

10. The parties to this Consent Judgment recognize, and this Court by entering this Consent Judgment finds, that the parties to this Consent Judgment have negotiated this Consent Judgment, with the assistance of the Court, in good faith; that the implementation of this Consent Judgment will expedite the remediation of the Site, will allow the parties to this Consent Judgment to avoid continued, prolonged and complicated litigation; and that this Consent Judgment is fair, reasonable, and in the public interest.

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

II. JURISDICTION

11. 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 Judgment, solely for the purposes of implementing this Consent Judgment and resolving the underlying litigation.

12. The parties to this Consent Judgment 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 Judgment.

III. PARTIES BOUND

13. This Consent Judgment applies to, and is binding upon, the Plaintiffs and the Settling Defendant.

IV. DEFINITIONS

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

"Consent Judgment" shall mean this Consent Judgment.

"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 Judgment, 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.

"Future Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, that the Plaintiffs

have incurred, or will incur, after the effective date of this Consent Judgment, to remediate the Site.

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

"Natural Resource Damages," shall mean all claims arising from discharges at the Property that occurred prior to the effective date of this Consent Judgment, 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. §§ 2701 to -2761, the Clean Water Act, 33 U.S.C.A. §§ 1251 to -1387; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C.A. §§ 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-4.5, attorney's fees, consultants and experts' fees, other litigation costs, and interest, incurred prior to the effective date of this Consent Judgment; and

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

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

"Paragraph" shall mean a portion of this Consent Judgment identified by an arabic numeral.

"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 Judgment, to remediate the Site.

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

"Property" shall mean the approximately 8,800 square feet of real property located at 10 Route 9 South, Upper Township, Cape May County, New Jersey, this property being also known and designated as Block 653.01, Lots 2,3 and 4 on the Tax Map of Upper Township.

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

"Settling Defendant" shall mean defendant David C. Levari. Settling Defendant shall also include each of his past, present and future trustees, beneficiaries, estates, spouses, personal and legal representatives, agents, executors(ixes), administrators(ixes), conservators, heirs, and assigns.

"Site" shall mean the 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. 001122.

V. PARTIES' OBJECTIVES

15. The Parties' objectives in entering into this Consent Judgment are to protect public health and safety and the environment by the Settling Defendant entering into a judgment against himself, and by agreeing to sell the Property to reimburse the Plaintiffs, to whatever extent Plaintiffs' costs are covered by the sale of the Property, for their Past Cleanup and Removal Costs, and 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 as stated in the Complaint and this Consent Judgment.

VI. SETTLING DEFENDANT'S COMMITMENTS

16. a. The Settling Defendant consents to the entry of a judgment against him in the amount of \$50,000 for Past Cleanup and Removal Costs and Future Cleanup and Removal Costs. The Settling Defendant shall not receive any credits on the \$50,000 judgment from any amounts received by the Plaintiffs from the sale of the Property, which sale shall be governed by Paragraph 16.b. below.

b. The Settling Defendant shall put the Property up for sale in reimbursement of the Plaintiffs' Past Cleanup and Removal Costs and Future Cleanup and Removal Costs. The Property shall be put up for sale at a time to be determined by the DEP. A minimum selling price for the Property shall be established by the plaintiff DEP Administrator.

i. The Settling Defendant authorizes the DEP to talk directly to the mortgage holders and the property tax lien holders of the Property. The Settling Defendant also authorizes the DEP to talk directly to the State Division of Taxation concerning certificates of debt filed by the Division of Taxation against the Settling Defendant. The Settling Defendant shall provide the names and addresses of the mortgage holders and the property tax lien holders of the Property. All negotiations concerning the sale of the Property and payments to

the Plaintiffs, mortgage holders, the property tax lien holders and the State Division of Taxation shall be exclusively conducted by and between the DEP, the State Division of Taxation, the mortgage holders and the property tax lien holders of the Property.

ii. The Settling Defendant shall be responsible for signing the contract of sale for the Property. The contract of sale for the Property shall be subject to the approval of the plaintiff DEP.

iii. The Settling Defendant shall also be responsible for retaining a real estate broker for the purpose of selling the Property. A contract retaining the services of a real estate broker shall be subject to the approval of the plaintiff DEP. The real estate broker's fee shall be paid from the sale of the Property.

iv. The Settling Defendant authorizes the DEP to talk directly to a real estate broker to facilitate the sale of the Property. The final terms of the Property sale shall be negotiated by the DEP. The DEP shall negotiate with the lien holders so that all liens on the Property are discharged upon the sale of the Property. DEP shall attempt to negotiate a final release from all lien holders as to the Settling Defendant. DEP

shall in its sole discretion determine the price to be paid for the Property.

VII. PLAINTIFFS' COVENANTS & RELEASE

17. Upon payment to the Plaintiffs from the sale of the Property pursuant to Section VI above, and except as otherwise provided in Paragraphs 26 and 27 below, the Plaintiffs covenant not to further sue or to take administrative action against the Settling Defendant for reimbursement of the Past Cleanup and Removal Costs and Future Cleanup and Removal Costs the Plaintiffs have incurred, and will incur, for the Site.

18. Upon payment to the Plaintiffs from the sale of the Property pursuant to Section VI above, and except as otherwise provided in Paragraphs 26 and 27 below, the Plaintiffs fully and forever release, covenant not to sue, and agree not to otherwise take administrative action against the Settling Defendant for any and all of the Plaintiffs' causes of actions for Natural Resource Damages. This release is only being given because of unique facts presented by this litigation and the parties to that litigation. It is not the normal practice of the Plaintiffs to give a release for Natural Resource Damages unless there is specific additional consideration for such a release.

19. In further consideration of the Settling Defendant's commitments set forth in Section VI above, the Plaintiffs agree

to the prompt dismissal, with prejudice, of the complaint against the Settling Defendant, which is hereby ordered.

20. Plaintiff DEP Administrator shall amend, by increasing the amount, its first priority lien (Docketed Judgment No. DJ-205598-07) to \$181,568.07. Upon payment to the Plaintiffs from the sale of the Property pursuant to Section VI above, and except as otherwise provided in Paragraphs 26 and 27 below, plaintiff Administrator covenants to promptly file a Warrant of Satisfaction with the Clerk of the Superior Court for the first priority lien (Docketed Judgment No. DJ-205598-07) filed against the Property.

21. Plaintiff DEP Administrator shall also amend its non-priority lien (Docketed Judgment No. DJ-205594-07), to the amount of \$50,000, filed against the revenues and all other real and personal property of the Settling Defendant. Furthermore, plaintiff DEP Administrator shall cancel two duplicate liens that were inadvertently filed. DEP's first priority lien (Docketed Judgment No. DJ-249302-07) and DEP's non-priority lien (Docketed Judgment No. DJ-249299-07) shall be canceled.

22. The covenants and release contained in Paragraphs 17 and 18 above shall take effect upon the Plaintiffs receiving their share or amount from the sale of the Property pursuant to Section VI above.

23. The covenants and release contained in Paragraphs 17 and 18 above are further conditioned upon the Settling Defendant's satisfactory performance of his other obligations under this Consent Judgment, and extend only to the Settling Defendant, and not to any other person.

24. Should the Plaintiffs come to terms with a prospective purchaser, the Plaintiffs, in a separate agreement, will agree to covenant not to sue or to take administrative action against the prospective purchaser of the Property for reimbursement of Past Cleanup and Removal Costs and Future Cleanup and Removal Costs the Plaintiffs have incurred, and will incur, for the Site.

25. Should the Plaintiffs come to terms with a prospective purchaser, the Plaintiffs, in a separate agreement, will agree to fully and forever release, covenant not to sue, and not to otherwise take administrative action against the prospective purchaser of the Property for any and all of the Plaintiffs' causes of actions for Natural Resource Damages. Such a release is only agreed to due to the unique facts and parties to this case, and is not the normal practice of the Plaintiffs.

VIII. PLAINTIFFS' RESERVATIONS

26. The covenants contained in Paragraph 17 above do not pertain to any matters other than those expressly stated. The

Plaintiffs reserve, and this Consent Judgment 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 Judgment;
- b. liability arising from the Settling Defendant's past, present or future discharge or unsatisfactory storage or containment of any hazardous substance from the Site in question or on the Site in question or migrated from the Site in question or that migrated, however, there shall be no liability for discharges of hazardous substances on the Property, or for hazardous substances migrating from or adjacent to the Property;
- c. liability for any future discharge or containment of any hazardous substance by the Settling Defendant at the Levari Citgo Property, which excludes any discharge or storage or containment of any hazardous substance which has occurred up to the present time;
- d. criminal liability; and
- e. liability for the \$50,000 judgment referenced in Paragraph 16.a.

27. The release contained in Paragraph 18 above does not pertain to any matters other than those expressly stated. The

Plaintiffs reserve, and this Consent Judgment is without prejudice to, claims based on the Settling Defendant's failure to satisfy any term or provision of this Consent Judgment.

IX. SETTLING DEFENDANT'S COVENANTS

28. The Settling Defendant covenants not to oppose entry of this Consent Judgment by this Court, or to challenge any provision of this Consent Judgment, unless the Plaintiffs notify the Settling Defendant, in writing, that they no longer support entry of the Consent Judgment.

29. The Settling Defendant further covenants, subject to Paragraph 31 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 the following:

a. any direct or indirect claim for reimbursement from the Spill Compensation Fund ("Spill Fund") or the Sanitary Landfill Facility Contingency Fund ("Sanitary Landfill Fund") concerning the Site; and

b. 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.

30. The Settling Defendant's covenants not to sue or to assert any claim or cause of action against the State pursuant to Paragraph 29 above do not apply where the Plaintiffs sue or take administrative action against the Settling Defendant pursuant to Paragraphs 26 and 27 above.

X. SETTLING DEFENDANT'S RESERVATIONS

31. The Settling Defendant reserves, and this Consent Judgment 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 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 concern the Site, including plaintiff DEP's selection and

performance of 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.

32. Nothing in this Consent Judgment 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

33. Nothing contained in this Consent Judgment 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 Judgment.

XII. EFFECT OF SETTLEMENT & CONTRIBUTION PROTECTION

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

35. The Settling Defendant expressly reserves all rights, including any right to contribution, defenses, claims, demands, and causes of action that the Settling Defendant may have concerning any matter, transaction, or occurrence concerning the Site against any person not a Party to this Consent Judgment.

36. When entered, this Consent Judgment 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 from contribution actions. The Parties agree, and by entering this Consent Judgment this Court finds, the Settling Defendant is entitled, upon fully satisfying his obligations under this Consent Judgment, to protection from contribution actions or claims for matters addressed in this Consent Judgment.

37. In order for the Settling Defendant to obtain protection under N.J.S.A. 58:10-23.11.f.b. from contribution claims concerning the matters addressed in this Consent Judgment the Plaintiffs published notice of this Consent Judgment in the New Jersey Register and on plaintiff DEP's website on _____, 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 Property;

- c. the name of the Settling Defendant; and
- d. a summary of the terms of this Consent Judgment.

38. The Plaintiffs, in accordance with N.J.S.A. 58:10-23.11e2, arranged for written notice of the Consent Judgment 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 37 above.

39. The Plaintiffs will submit this Consent Judgment to the Court for entry pursuant to Paragraph 57 below unless, as a result of the notice of this Consent Judgment pursuant to Paragraphs 37 and 38 above, the Plaintiffs receive information that disclose facts or considerations that indicate to them, in their sole discretion, that the Consent Judgment is inappropriate, improper or inadequate.

XIII. GENERAL PROVISIONS

40. Site Access. In addition to plaintiff DEP's statutory and regulatory authority to enter and inspect the Property, the Settling Defendant shall allow plaintiff DEP and its authorized representatives access to all areas of the Property to:

- a. remediate the Site;
- b. monitor the Settling Defendant's compliance with this Consent Judgment;

c. perform any remedial investigation or remedial action that this Consent Judgment requires, or plaintiff DEP otherwise orders, which the Settling Defendant is unwilling and/or unable to perform; and

d. assess, restore or replace, or oversee the assessment, restoration or replacement of, any natural resource and natural resource service of this State injured by the discharge of hazardous substances at the Property.

41. The Plaintiffs enter into this Consent Judgment 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 Judgment are continuing regulatory obligations pursuant to these police powers.

XIV. ACCESS TO INFORMATION

42. 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.

43. The Settling Defendant may assert a claim of confidentiality or privilege for any information submitted to

the Plaintiffs pursuant to this Consent Judgment. 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

44. The Settling Defendant shall preserve during the pendency of this Consent Judgment and for a minimum of seven 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 his employees, agents, accountants, contractors, or attorneys, which in any way concern the Site, despite any document retention policy to the contrary.

45. After the seven-year period specified in Paragraph 44 above, the Settling Defendant may request of plaintiff DEP, in writing, that he 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

46. Except as otherwise provided in this Consent Judgment, 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
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) 292-6945

As to David C. Levari:
116 Reading Avenue
P.O. Box 17
Tuckahoe, New Jersey 08250-0017

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

48. 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 his obligation to obtain written approvals or modifications as required by this Consent Judgment.

XVII. EFFECTIVE DATE

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

XVIII. RETENTION OF JURISDICTION

50. This Court retains jurisdiction over both the subject matter of this Consent Judgment and the Parties for the duration of the performance of the terms and provisions of this Consent Judgment 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 Judgment, 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

51. This Consent Judgment 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.

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

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

54. 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 Judgment, the approved or modified portion shall be enforceable under this Consent Judgment.

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

XX. ENTRY OF THIS CONSENT DECREE

56. The Settling Defendant consents to the entry of this Consent Judgment without further notice.

57. Upon conclusion of the public comment period specified in Paragraphs 37 and 38 above, the Plaintiffs shall promptly submit this Consent Judgment to the Court for entry.

58. If for any reason the Court should decline to approve this Consent Judgment 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

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

60. This Consent Judgment 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 Judgment.

SO ORDERED this day of , 2013.

Carol E. Higbee, P.J.Cv.

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Rich Boornazian,
Assistant Commissioner
Natural & Historic Resources

Dated:

NEW JERSEY SPILL COMPENSATION FUND

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

Dated:

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Kevin Kratina
Assistant Director
Enforcement and Information
Support Element

Dated:

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

By: _____
Louis G. Karagias
Deputy Attorney General

Dated:

By: _____
David C. Levari, Pro Se

Dated: