

FRIEDMAN

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,)
and STATE OF NEW JERSEY,)
DEPARTMENT OF ENVIRON-)
MENTAL PROTECTION; and)
COMMISSIONER, NEW JERSEY)
DEPARTMENT OF ENVIRONMENTAL)
PROTECTION, as TRUSTEE FOR)
NATURAL RESOURCES)

Plaintiffs,

v.

CHEMICAL LEAMAN TANK)
LINES, INC.,)

Defendant.

RECEIVED

NOV 22 2000

STANLEY S. BROTHMAN, U.S.D.J.

Civil Action No. 00C V-5 715 (SSB)

ORIGINAL FILED

MAR 16 2001

I. BACKGROUND

WILLIAM T. WALSH, CLERK

A. The United States of America ("United States"), by the Attorney General, on behalf of the United States Department of the Interior ("DOI"), has filed a complaint against Chemical Leaman Tank Lines, Inc. ("Settling Defendant"), in this Court alleging that Settling Defendant is liable to the United States under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. §9607, for damages for injury to, destruction of, or loss of natural resources resulting from the release or threat of release of hazardous substances at or from the Chemical Leaman Tank Lines Superfund Site ("Site"), Cedar Swamp Road, Logan Township,

4/18/99

DEPARTMENT OF JUSTICE
MAR 26 2001
LANDS DIVISION
ENFORCEMENT RECORDS

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Gloucester County, New Jersey, including the reasonable costs of assessing such injury, destruction or loss.

B. The State of New Jersey, Department of Environmental Protection has also filed a complaint against Settling Defendant in this Court, alleging that Settling Defendant is liable to the State of New Jersey under Section 107 of CERCLA, 42 U.S.C.A. §9607; and under the Spill Compensation and Control Act (the "Spill Act"), N.J.S.A. 58:10-23.11 et seq., all with respect to the Site.

C. The State, through its duly designated trustee for state natural resources, the Commissioner of the Department of Environmental Protection, seeks, among other things, (1) recovery of its past and future response costs (the "State Response Cost Claims") which are to be resolved by a separate Administrative Consent Order; and (2) damages for injury to, destruction of, or loss of natural resources belonging to, managed, controlled or held in trust by, or appertaining to, the State (the "State Natural Resources") resulting from releases or discharges of hazardous substances at the Site, or remediation or restoration of such natural resources and related response costs (the "State NRD Claims").

D. The Settling Defendant that has entered into this Consent Decree does not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaints nor does it acknowledge that the release or threatened release of hazardous substances at or from the site constitutes an

imminent or substantial endangerment to the public health or welfare or the environment.

E. The Parties recognize, and the Court by entering this Consent Decree finds (1) that this Consent Decree has been negotiated by the Parties in good faith; (2) that implementation of this Consent Decree will avoid prolonged and complicated litigation between the Parties; and (3) that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby 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). This Court also has personal jurisdiction over the Settling Defendant. Solely for the purposes of this Consent Decree and the underlying Complaints, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the State, including, without limitation, the Commissioner of the Department of Environmental Protection, as trustee for state natural resources, and the Department of Environmental Protection, and upon the United States, on behalf of the United States Department of Interior as trustee for federal natural resources,

and upon the Settling Defendant, including, without limitation, Chemical Leaman Tank Lines, and its successors and assigns. Any change in ownership or corporate status of the Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's or its successors' and assigns', rights or responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the Appendices attached hereto and incorporated hereunder, the following definitions shall apply:

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

"DOI" shall mean the United States Department of the Interior and any successor departments or agencies of the United States.

"Natural Resources" shall have the meanings encompassed by Section 101(16) of CERCLA, 42 U.S.C. Section 9601(16), and N.J.S.A. 58:10-23.11b.

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"Natural Resource Damages" shall have the meanings encompassed by Section 107(a)(4)(C) of CERCLA, 42 U.S.C. Section 9607(a)(4)(C), and N.J.S.A. 58:10-23.11g.a(2).

"Natural Resource Trustees" refers to the designated federal and state officials who may act on behalf of the public as trustees for the natural resources at and around the Site; the United States Department of Interior, represented by the United States Fish and Wildlife Services, is the federal trustee for natural resources at and around the Site; the Commissioner of the Department of Environmental Protection is the state trustee for natural resources.

"Quarterly Deadline" shall mean the second business day after January 1, April 1, July 1 or October 1.

"Spill Act" shall mean the New Jersey Spill Compensation and Control Act," N.J.S.A. 58:10-23.11 et seq.

"Site" shall mean the Chemical Leaman Tank Lines Superfund Site in Logan Township, New Jersey.

"State" shall mean the State of New Jersey, including, but without limitation, the Department of Environmental Protection and the Commissioner of the Department of Environmental Protection.

V. GENERAL PROVISIONS

4. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to resolve all of plaintiffs' claims for Natural Resource Damages at the Site against the Settling Defendant, including, but not limited to, injury to or loss of groundwater and wetlands resources, by providing monetary

compensation from the Settling Defendant to the Trustees, to pursue restoration and/or acquisition of property in compensation for injury to or damages to natural resources and to reimburse the Natural Resource Trustees for the reasonable costs of assessing the damages to the natural resources at the Site.

VI. PAYMENTS

5. Reimbursement of Assessment costs. Within 30 days of the effective date of this Decree, or on the next Quarterly Deadline after the effective date of this Decree, whichever is later, the Settling Defendant shall pay the following amounts as reimbursement for costs incurred by the Natural Resource Trustees in assessing the damages to natural resources resulting at the site:

- (1) \$27,739.00 to the DOI (DOI Assessment Payment); and
- (2) \$20,000.00 to the New Jersey Department of Environmental Protection (State Assessment Payment.)

These payments shall be made as follows:

a. DOI Assessment Payment: Payment shall be made by Fedwire Electronics Funds Transfer to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number, DOJ Case Number 90-11-2-296/1, and NRDAR Account Number 14X5198. Payment shall be made in accordance with instructions provided to the Settling Defendant by the Financial Litigation unit of the United States Attorney's Office for the District of New Jersey following lodging of the Consent Decree. Any payments received by the

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Department of Justice after 4:00 p.m. (Eastern Time) will be credited on the next business day. Settling Defendant shall send notice that such payment has been made to the persons listed in Section XI (Notices and Submissions) for notice to the United States.

Notice to DOI that such payment has been made shall be sent to:

Bruce Nessler
DOI Restoration Fund
NBC/Division of Financial Management Services
Branch of Accounting Operations
Mail Stop 1313
1849 C St. NW
Washington, D.C. 20240

and shall reference Account Number 14X5198 (NRDAR) and state that the payment is for reimbursement of past assessment costs for natural resource damage assessment with respect to the Chemical Leaman Superfund Site, situated in Logan Township, New Jersey, and is being paid by Chemical Leaman Tank Lines.

b. State Assessment Payment: Payment shall be made by cashier's check or certified check referencing the "Chemical Leaman Tank Lines Logan Township Site" and payable to "Treasurer, State of New Jersey." The check shall be mailed, with a notice referring to this action, to: Chief, Office of Natural Resource Damages, P.O. Box 404, Station Plaza 5, 501 East State Street, Building 5, Trenton, New Jersey 08625-0404. A copy of the check, as well as the notice, shall be sent to William C. Brown, Deputy Attorney General, Division of Law, Richard J. Hughes Justice Complex, P.O. Box 093, Trenton, NJ 08625-0093.

6. Natural Resource Damages. In addition to the payments identified in paragraph 5, within 30 days of the effective date of this Decree, or on the next Quarterly Deadline after the effective date of this Decree whichever is later, Settling Defendant shall pay the following amounts for natural resource damages at the site:

- 1) \$500,000 to the DOI (DOI Payment)
- 2) \$3,652,261 to the State (State Payment)

These payments shall be made as follows:

a. DOI Payment: Payment shall be made using the U.S. Treasury's Remittance Express program, or, in the event said program is not available to Settling Defendant then via Federal Wire Transfer. Payment shall be made in accordance with instructions provided by the Department of the Interior. Any payments received after 4:00 p.m. Eastern Time shall be credited on the next business day. Settling Defendant's notice to DOI that such payment has been made shall be sent to:

Bruce Nessler
DOI Restoration Fund
NBC/Division of Financial Management Services
Branch of Accounting Operations
Mail Stop 1313
1849 C St. NW
Washington, D.C. 20240

and shall reference Account Number 14X5198 (NRDAR), shall state that the payment is for Natural Resource Damages with respect to the Chemical Leaman Superfund Site, situated in Logan Township, New Jersey, and is being paid by Chemical Leaman Tank Lines, and shall reference that the payment is for natural resource damages under

the trusteeship of the Department of the Interior, and the State of New Jersey. An additional copy of the notice letter shall be sent by Settling Defendant to the United States as provided in Section XI.

b. The jurisdiction, trusteeships, and restoration goals of the DOI and the State of New Jersey as natural resource trustees over the injured natural resources overlap. Accordingly, the monies paid pursuant to paragraph 6(a), above, shall be held by the Department of the Interior in its Natural Resource Damage Assessment and Restoration Fund, and said monies shall only be spent for restoration, restoration planning, implementation oversight and monitoring and pursuant to a Memorandum of Agreement to be entered into between the DOI and the State, which MOA shall require unanimous trustee decision making and shall identify wetland restoration, creation and/or enhancement as priority restoration options to be considered.

c. State Payment: Payment shall be made by cashiers check or certified check payable to "Treasurer, State of New Jersey." The check shall be mailed, with a notice referring to this action, to: Chief, Office of Natural Resource Damages, P.O. Box 404, Station Plaza 5, 501 East State Street, Building 5, Trenton, New Jersey 08625-0404. A copy of the check, as well as the notice, shall be sent to the individuals identified in Section XI.

d. The jurisdictions, trusteeships, and restoration goals of the DOI and the State of New Jersey as natural resource

trustees over the injured natural resources overlap. Accordingly, the monies paid pursuant to paragraph 6(c), above, shall be held by the State of New Jersey in its Hazardous Discharge Site Cleanup Fund, and said monies shall only be spent for the purchase of and restoration, restoration planning, implementation, oversight and monitoring of wetlands and associated uplands, and pursuant to a Memorandum of Agreement to be entered into between the DOI and the State, which MOA shall require unanimous trustee decision making and shall identify property acquisition of the equivalent as a priority restoration option to be considered.

VII. STIPULATED PENALTIES AND INTEREST

7. Stipulated Penalties. Settling Defendant shall pay a stipulated penalty to the United States and the State -- 50% paid to the United States and 50% paid to the State, for failure to comply with any provision of this Consent Decree, including failure to pay reimbursement of assessment costs as identified in Paragraph 5, or pay Natural Resource Damages as identified in Paragraph 6, at the rate of three thousand five hundred dollars (\$3,500) per day for each day of non-compliance. Stipulated penalties are payable in the same manner as set forth in Paragraph 5. Notice of payment of a stipulated penalty shall be made to plaintiffs in the manner specified in Section XI.

8. Interest. If Settling Defendant fails to pay the reimbursement of assessment costs in Paragraph 5 or pay Natural Resource Damages in Paragraph 6 at or before the deadlines set forth in those paragraphs, in addition to stipulated penalties,

interest shall thereafter accrue at the rate calculated pursuant to 28 U.S.C. 1961 to the United States and the State -- with 50% accruing to the United States and 50% accruing to the State.

VIII. COVENANTS BY PLAINTIFFS

9a. In consideration of the payments that will be made by the Settling Defendant under the terms of this Consent Decree, the United States covenants not to sue or to take any other civil or administrative action against the Settling Defendant, its successors and assigns, its shareholders, affiliates, officers, directors and employees for Natural Resource Damages relating to the Site.

b. In consideration of the payments that will be made by the Settling Defendant under the terms of this Consent Decree, the State covenants not to sue or take any other civil or administrative action against the Settling Defendant, its successors and assigns, its shareholders, affiliates, officers, directors and employees for Natural Resource Damages relating to the Site.

c. These covenants not to sue shall take effect upon the receipt by the Plaintiffs of the payments required by Paragraphs 5 and 6 of this Consent Decree.

10. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 9. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights the United States or the State may have against Settling

Defendant with respect to all other matters, including but not limited to, the following:

- a. claims against the Settling Defendant based on a failure by the Settling Defendant to meet a requirement of this Consent Decree;
- b. claims against the Settling Defendant for damages, including costs of damages assessment, under Section 107 CERCLA, 42 U.S.C. §9607, the New Jersey Spill and Compensation Control Act, N.J.S.A. 58:10-23.11g, the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., for injury to, destruction of, or loss of Natural Resources due to sources of contamination that do not arise from the Site;
- c. criminal liability;
- d. claims against the Settling Defendant or its successors in interest by the United States or the State for future injuries to Natural Resources caused by future operation and maintenance of the remedial action, constructed at the Site; except such action consistent with the implementation of the Record of Decision issued by EPA on September 28, 1990 ("ROD") for the Site and the Unilateral Administrative Order, In the Matter of Chemical Leaman Tank Lines, Inc. Superfund Site, II-CERCLA-98-0120 (signed 9/28/98) ("UAO").
- e. Natural Resource Damages, except those damages as a result of actions consistent with the implementation of the ROD and the UAO, resulting from (1) conditions at the Site, unknown to the United States or the State on the effective date of this Consent

Decree, that result in injury to, destruction of, or loss of Natural Resources, or (2) information, previously unknown to the United States or the State, received by the United States or the State after the effective date of this Consent Decree that indicates that there is a type of injury to, destruction of, or loss of Natural Resources that was unknown to the United States or the State, or of a magnitude greater than was known to the United States or the State on the effective date of this Consent Decree; and

f. claims, other than claims for Natural Resources Damages, against the Settling Defendant that the United States, on behalf of the United States Environmental Protection Agency, may have under sections 106 and 107 of CERCLA, 42 U.S.C.A. §9606 and §9607, relating to the Site.

IX. COVENANTS BY SETTLING DEFENDANT

11. Covenant Not to Sue. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State related to Natural Resource Damages arising from the Site or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. §9507) through CERCLA Sections 106(b), 107, 111, 112, 113 or any other provision of law, including the Spill Compensation Fund, established pursuant to the Spill Act, N.J.S.A. 58:10-23.11i; and

b. any other claims for costs, fees or expenses incurred in this action.

X. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

12. Except for Paragraph 9a or 9b, 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. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Subject to Paragraph 9a and 9b, each of the Parties expressly reserves any and all rights, defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

13. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendant is entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. §9613(f)(2), or by applicable State law, for all matters addressed in this Consent Decree. The matters addressed in this Consent Decree are Natural Resources Damages as defined in Section IV (Definitions) of this Consent Decree.

14. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendant 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, the entire controversy doctrine, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VIII (Covenants by Plaintiffs).

XI. NOTICES AND SUBMISSIONS

15. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other 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. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Consent Decree with respect to the Plaintiff and the Settling Defendant, respectively.

As to the United States:

Mark Barash, Esq.
U.S. Department of the Interior
Office of the Solicitor
One Gateway Center, Suite 612
Newton Corner, MA 02158

and

Chief, Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DOJ #90-11-2-296/1

As to the State:

Chief
Office of Natural Resource Damages
P.O. Box 404 - Station Plaza 5
501 East State Street
Building 5
Trenton, NJ 08625-0404

As to the Settling Defendant

Robert R. Kasak, Esq.
General Counsel
Quality Distribution, Inc.
3802 Corporex Park Drive
Tampa, FL 33619

and

Kevin B. Clark
Wilkie, Farr & Gallagher
1155 21 St. NW
Washington, D.C. 20036

XII. EFFECTIVE DATE

16. The effective date of this Consent Decree shall be the date this Consent Decree is entered by the Court.

XIII. RETENTION OF JURISDICTION

17. This Court retains jurisdiction over the subject matter of this Consent Decree, the State and federal governments and the Settling Defendant 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 Decree, or to effectuate or enforce compliance with its terms.

XIV. APPENDICES

18. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the Record of Decision.

"Appendix B" is the Unilateral Administrative Order (signed 9/28/98).

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

19. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment consistent with Section 122(d)(2) of CERCLA, 42 U.S.C. Section 9622(d)(2). The United States reserves the right to withdraw or withhold their consent if the comments regarding this Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

20. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. COSTS AND ATTORNEY FEES

21. If Plaintiffs bring an action to collect any payment or enforce any obligation required by this Consent Decree, and if Plaintiffs prevail in such action, Settling Defendant shall reimburse Plaintiffs for all costs of such action, including, but

not limited to, attorney's fees. Plaintiffs will use best efforts to coordinate among each other in any action to enforce this Consent Decree. Settling Defendant is entitled to assert any arguments or defenses, claims or counterclaims, available to it by law in an effort to mitigate such costs or fees.

XVII. MODIFICATION

22. The terms of this Consent Decree may be modified only by a subsequent agreement signed by each of the Parties signatory hereto. Nothing in this Decree shall be deemed to alter the Court's power to enforce this Consent Decree.

XVIII. SIGNATORIES/SERVICE

23. Each undersigned representative of the Settling Defendant certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

24. The Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree.

25. The Settling Defendant shall identify on the attached signature page, the name, address and telephone number 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. The Settling Defendant hereby agrees 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.

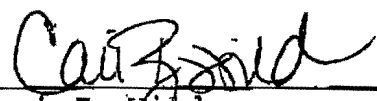
SO ORDERED THIS 16th DAY OF March, 2000


United States District Judge

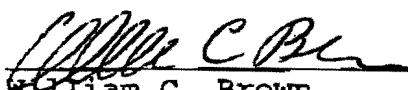
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Chemical Leaman Tank Lines, Inc. relating to claims for Natural Resource Damages in connection with the Chemical Leaman Tank Lines Superfund Site.

FOR THE STATE OF NEW JERSEY

Date: 5/18/00


Cari J. Wild
Assistant Commissioner
Natural and Historic Resources
New Jersey Department of
Environmental Protection
P.O. Box 404
501 East State Street
Trenton, NJ 08625-0404


Date: 5/18/00


William C. Brown
Deputy Attorney General
Department of Law and Public Safety
State of New Jersey

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Chemical Leaman Tank Lines, Inc. and relating to claims for Natural Resource Damages in connection with the Chemical Leaman Tank Lines Superfund Site.

FOR
CHEMICAL LEAMAN TANK LINES, INC.

Date: May 5, 2000


Secretary/Vice President/Treasurer
Name: Robert R. Kasak
Title: Corp. Secretary / General Counsel
Address: 3800 Corporate Park Drive
Tampa, FL 33619

FOR
QUALITY DISTRIBUTION, INC.

Date: 8/21/00

Robert R. Kasak

Secretary/Vice President/Treasurer
Name: Robert R. Kasak
Title: Corporate Secretary
Address: 3802 Corporate Park Drive
Tampa, FL 33619

Agent authorized to accept service on behalf of above-
signed party.

Name: Kevin B. Clark
Title: Attorney
Address: Willkie, Farr & Gallagher, 1155 21st Street, N.W.,
Washington, DC 20036
Tel. Number 202-328-8000

THE UNDERSIGNED PARTY enters into this Consent Decree in
the matter United States, et al. v. Chemical Leaman Tank Lines,
Inc. and related to claims for Natural Resource Damages in
connection with the Chemical Leaman Tank Lines Superfund Site.

FOR THE UNITED STATES OF AMERICA

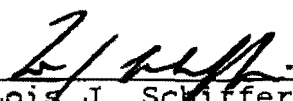
Date: _____

Lois J. Schiffer
Assistant Attorney General
Environmental and Natural Resources
Division
U.S. Department of Justice

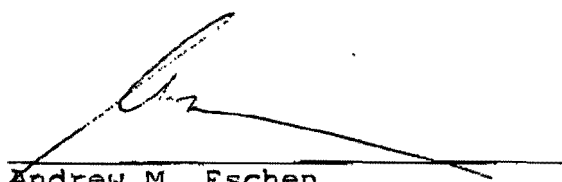
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter United States, et al. V. Chemical Leaman Tank Lines, Inc. and related to claims for Natural Resource Damages in connection with the Chemical Leaman Tank Lines Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 02/25/20



Lois J. Schiffer
Assistant Attorney General
Environment and Natural Resources
Division
United States Department of Justice
Washington, D.C.

Date: 10/13/2000


Andrew M. Eschen
Trial Attorney
Environment and Natural Resources
Division
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044

Robert J. Cleary
United States Attorney
LOUIS J. BIZZARRI

Date: 11/21/2000


Assistant United States Attorney
District of New Jersey
U.S. Courthouse
4th Floor
Camden, N.J. 08101



U.S. Department of Justice

Environment and Natural Resources Division

90-11-2-2-296/1*(Mail and Express Mail)**Environmental Enforcement Section**P.O. Box 7611**Washington, DC 20044-7611**(Courier and Hand Delivery)**Environmental Enforcement Section**1425 N.Y. Ave., N.W.**Rm. 11069**Washington, D.C. 20005**Telephone (202) 514-5268**Facsimile (202) 616-2427*

March 28, 2001

By FAX (202-887-8979) and first-class mail

Kevin Clark, Esq.
Wilkie, Farr & Gallagher
1155 21st St., N.W.
Washington, D.C. 20036

Re: United States v. Chemical Leaman Tank Lines, Inc.; (Civil Action No. 00-CV-5715);
State of New Jersey v. Chemical Leaman Tanks Lines, Inc., (Civil Action No. 00-CV-5740)

Dear Kevin:

Enclosed please find a copy of the Consent Decree that has been signed and entered by the Court on March 16, 2001. If you have any questions, please contact me.

Sincerely,

Henry S. Friedman
Senior Attorney

encl.

cc: William Brown, Esq. (w/o attachments)
Mark Barash, Esq. (by FAX and first-class mail)