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ATTORNEY FOR PLAINTIFF
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DIVISION OF CRIMINAL JUSTICE
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FILED
AUG 31 2010
RAYMOND A. REDDIN J.S.C.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION CRIMINAL PART
COUNTY OF PASSAIC
ACCUSATION # 10-08-0816-A

STATE OF NEW JERSEY)

v.)

ABRACHEM GROUP, LLC)

CONSENT ORDER/JUDGMENT

THIS MATTER having been brought before the Court by the State of New Jersey, Paula T. Dow, Attorney General, (by Betty Rodriguez), Deputy Attorney General, appearing) against the defendant, ABRACHEM GROUP, LLC and TILGHMAN FREY (Arthur Zucker, Esq. appearing on behalf of defendant) wherein ABRACHEM GROUP, LLC has pled guilty to Accusation Number 10-08-0816-A charging it with third degree unlawful storage of hazardous waste, contrary to N.J.S.A. 13:1E-9g(3) (Count One), and to third degree creating the risk of widespread injury or damage, contrary to N.J.S.A. 2C:17-2c (Count Two); and wherein Accusation Number 10-08-0815-A has been filed against TILGHMAN FREY charging him with fourth degree unlawful storage of hazardous waste, contrary to N.J.S.A. 13:1E-h(3) and it appearing that an

agreement as to the disposition of said charges has been reached between the State of New Jersey and the defendants;

IT IS ON THIS 31st day of AUGUST 2010;

ORDERED that defendant TILGHMAN FREY shall be admitted into the Pretrial Intervention program for a period of three years conditioned upon full payment of a fine set forth below and defendant satisfying the requirements of this Consent Order/Judgment. If defendant TILGHMAN FREY completes the payment of the fine set forth below prior to the completion of the three year period, the PTI Program Director may release defendant from the program.

ORDERED AND ADJUDGED that TILGHMAN FREY shall pay a total of **\$54,000.00** as follows:

1) TILGHAMN FREY shall pay \$54,000.00 to the Northeast Environmental Enforcement Project, 25 Market Street, Trenton, NJ 08625, payable through the Passaic County Probation Department, over a three year period in 12 equal quarterly payments of \$4500, the first of which shall be paid on ~~September~~ ^{October} 1, 2010.

2) These fines and payments shall constitute the total fines/payments assessed against defendants ABRACHEM GROUP, LLC and

TILGHMAN FREY to resolve the State's criminal investigation.

IT IS FURTHER ORDERED that defendant TILGHMAN FREY shall ensure the following:

1) All products and materials in original containers, packaged in accordance with applicable Federal, State, County and local requirements, that arrive at any facility owned or operated by TILGHMAN FREY, which materials and products are not repackaged but stored at the facility in their original containers, will be transferred out of the facility within nine(9) months of arrival. All such materials shall be stored in compliance with all applicable Federal, State, County and local requirements.

2) Only products and materials arriving at any facility owned or operated by TILGHMAN FREY in containers of sixty(60) gallons or less may be repackaged into smaller containers and stored at the facility. The smaller repackaged containers will be similarly transferred out of the facility within nine(9) months from the date of arrival of the bulk shipment. The original container, as well as any residual or remaining material, and all materials generated as a result of repackaging activity will be returned to the customer or disposed of within sixty(60) days of the repackaging date that caused its generation. All activities relating to the storage or handling of materials and products at

the facility must be performed in compliance with all applicable Federal, State, County and local requirements.

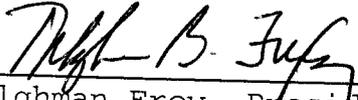
3) Any facility owned or operated by TILGHMAN FREY must maintain a current, up to date computer inventory data base identifying all products, materials, and containers at the facility, consistent with all applicable laws, which shall also include documenting the arrival and departure date, and the repackaging date of all said products, materials, and containers, and shall make said data and information available to Federal, State, County and local officials upon request. Additionally, there shall be some physical marking on the containers which shall be cross-referenced to the inventory as a means of verification through physical inventory that the time requirements of this Order are being adhered to. Moreover, TILGHMAN FREY shall permit governmental officials, upon request, to conduct a physical inspection/inventory of any containers at said facility.

4) For any facility owned or operated by TILGHMAN FREY, that he shall provide a copy of this executed Order to local officials in the municipality where the facility is located prior to commencing operations, or for an existing facility within ten (10) days of the execution of this agreement.

TILGHMAN FREY and ABRACHEM agree that within ten(10) days of the execution of this Order, the New Jersey Division of Criminal

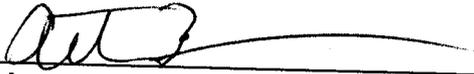
Justice may authorize the destruction of all samples obtained by the Division of Criminal Justice as part of its criminal investigation relating to the Abrachem facility

I have read the foregoing and fully understand consent to its contents:


Tilghman Frey, President
Abrachem Group, LLC

Approved and Accepted on this
31st day of ~~June~~, 2010
AUGUST


Honorable _____, J.S.C.
RAYMOND A. Reddin


Arthur Zucker, Esq.
Attorney for Defendants
~~Abrachem and~~ Tilghman Frey

Reported by:


Betty Rodriguez
Deputy Attorney General
Division of Criminal Justice