

Master Schedule for  
Occidental Chemical Corporation (OCC)  
Chromate  
Chemical Production Waste (CCPW) Sites

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Prepared for  
Tierra Solutions, Inc., East Brunswick,  
New Jersey  
February 21, 2013

# Master Schedule for Occidental Chemical Corporation (OCC) Chromate Chemical Production Waste (CCPW) Sites

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Prepared for  
Tierra Solutions, Inc.  
Two Tower Center Blvd., 10<sup>th</sup> Floor  
East Brunswick, New Jersey 08816

February 21, 2013

Project Number: 141979.700



2 Park Way, Suite 2A  
Upper Saddle River, New Jersey 07458



**Federal Express**

February 21, 2013

Mr. David Doyle  
New Jersey Department of Environmental Protection  
Mail Code 401-04M  
P.O. Box 420  
Trenton, NJ 08625-0420

Subject: Master Schedule Submittal  
Occidental Chemical Corporation (OCC)  
Chromate Chemical Production Waste (CCPW) Sites  
Hudson County, New Jersey

Dear Mr. Doyle:

Tierra Solutions, Inc. (Tierra) is pleased to present the attached "Master Schedule" submittal in accordance with the Consent Judgment, Docket No. C 77-05, dated September 7, 2011, between the New Jersey Department of Environmental Protection (NJDEP) and Honeywell International, Inc., Occidental Chemical Corporation (OCC), and PPG Industries, Inc. (herein referred to as "Consent Judgment"). The original draft schedule was submitted on February 1, 2012. The attached version has been revised in accordance with discussions between NJDEP and Tierra over the last several months.

The Master Schedule submittal includes 27 Chromate Chemical Production Waste (CCPW) sites [also known as Chromite Ore Processing Residue (COPR) sites] for which OCC has accepted responsibility under the Consent Judgment. Three of these sites are identified in the Consent Judgment as Orphan Sites. The remaining 24 sites are sites originally accepted and under active remediation by OCC under its April 17, 1990 Administrative Consent Order (the "OCC ACO") now modified by and subsumed under the Consent Judgment.

In accordance with Paragraph 23, Section B of the Consent Judgment, the Master Schedule establishes "Remediation Timeframes," as applicable and appropriate, for various remedial phases, and includes the submission of the following milestone documents: Remedial Investigation Report; Remedial Action Selection Report; Remedial Action Work Plan; and Remedial Action Report.


Supporting documents presented with this submittal include a report summarizing the rationale, factors considered and the bases for development of the Master Schedule. Supporting figures, tables and appendices are included as referenced in the report. The Master Schedule was prepared in Microsoft Project 2010 and is presented in two versions in the attached report: as Figure 2, a one-page condensed version; and as Figure 3, a multiple-page full size version.

Mr. David Doyle  
NJDEP  
February 21, 2013  
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As discussed in the January 19, 2012 meeting and in accordance with Paragraph 24 of the Consent Judgment, Tierra plans to select the "Heightened DEP Review" option for each site. Tierra may simultaneously rely on the services of a Licensed Site Remediation Professional for the preparation of documents submitted for NJDEP review.

We look forward to discussing the Master Schedule with you at your earliest convenience. Please do not hesitate to contact me at (732) 246-5852.

Very truly yours,



Enrique Castro, P.E.  
Remediation Manager  
On behalf of Occidental Chemical Corporation  
(as successor to the Diamond Shamrock Chemicals Company)

Enclosure

cc: N. Scott (TSI)  
S. Kessel (BC)  
J. Petura (AEM)

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## List of Abbreviations

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AOC	Area of concern
CAC	Composite asphalt cap
CEA	Classification Exception Area
CCPW	Chromate Chemical Production Waste
COPR	Chromite Ore Processing Residue
COR	Completion of Remediation
FFS	Focused feasibility study
IEC	Immediate Environmental Concern
IRAR	Interim Response Action
IRM	Interim Remedial Measure
LR Kimball	L. Robert Kimball & Associates
NFA	No Further Action
NJDEP	New Jersey Department of Environmental Protection
OCC	Occidental Chemical Corporation
RA	Remedial Action
RAR	Remedial Action Report
RAWP	Remedial Action Work Plan
RASR/RAWP	Remedial Action Selection Report / Remedial Action Work Plan
RAO	Remedial Action Outcome
RI	Remedial Investigation
RIR	Remedial Investigation Report
VSC	Vegetated soil cap

## Section 1

# Introduction

Tierra Solutions, Inc. (Tierra) has prepared this “Master Schedule” submittal in accordance with the Consent Judgment, Docket No. C 77-05, dated September 7, 2011, between the New Jersey Department of Environmental Protection (NJDEP) and Honeywell International, Inc., Occidental Chemical Corporation (OCC), and PPG Industries, Inc. (herein referred to as “Consent Judgment”). In accordance with Paragraph 24 of the Consent Judgment, Tierra plans to select the “Heightened DEP Review” option for each site. The Master Schedule developed by Tierra includes 27 Chromate Chemical Production Waste (CCPW) sites [also known as Chromite Ore Processing Residue (COPR) sites] for which OCC has accepted responsibility under the Consent Judgment. Three of these sites are identified in the Consent Judgment as Orphan Sites. The remaining 24 sites are sites originally accepted and under active remediation by OCC under its April 17, 1990 Administrative Consent Order (the “OCC ACO”) now modified by and subsumed under the Consent Judgment.

This document presents the Master Schedule and a summary of the rationale and basis for the development of the Master Schedule, and includes the following sections:

- **Section 1:** Introduction;
- **Section 2:** Rationale; and
- **Section 3:** Master Schedule Considerations.

The locations and status of the CCPW Sites accepted by OCC are shown on Figure 1. A condensed version of the Master Schedule is shown on Figure 2. The full size Master Schedule is shown on Figure 3. A copy of the Consent Judgment is included as Appendix A. Sites which have been issued an unconditional No Further Action (NFA) letter or otherwise designated as complete by the NJDEP are listed on Table 3-1 and are not included in the Master Schedule. Copies of the NFA letters for these sites are included as Appendix B. A summary of site-specific considerations, including a summary of site information and the proposed initial stage of remedial activities, has been included as Table 3-2.



## Section 2

# Rationale

In accordance with Paragraph 23, Section B of the Consent Judgment, the Master Schedule establishes “Remediation Timeframes,” as applicable and appropriate, for each of the following:

- Receptor Evaluation;
- Control of Ongoing Sources of Contamination;
- Establishment of Interim Remedial Measures (IRMs);
- Addressing Immediate Environmental Concern (IEC) Conditions;
- Performance of Remedial Phases including:
  - Preliminary Assessment;
  - Site Investigation;
  - Remedial Investigation (RI); and
  - Remedial Action (RA).
- Completion of Remediation (COR).

The Master Schedule also establishes timeframes for intermittent and supporting activities that will have a significant impact on the project schedules, including supplemental remedial or pre-design investigations, remedial design, permitting, and access agreements. Depending on the phase or stage of remediation at each site, some of the activities listed above may not be applicable or necessary and therefore, are not included in the Master Schedule. In developing the Master Schedule, Tierra considered the following factors with respect to each site, consistent with Paragraph 23, Section C of the Consent Judgment:

- The potential risk to the public health, safety and the environment;
- The results of the Receptor Evaluation;
- Geographic area (i.e., Subregions);
- Ongoing site operations;
- Ongoing releases from site operations to groundwater or surface water;
- The complexity of the site;
- The number of sites to be remediated and practical limitations on implementing multiple simultaneous site remedies;
- Current remedial status; and
- Schedules, requirements, or other obligations mandated by federal court or agency judgment, order or settlement.

The Master Schedule was developed to provide a systematic approach to completing the various remedial phases of the identified sites in a safe and efficient manner that is protective of human health and the environment. The Master Schedule was developed to execute the remedial planning and implementation phases as expeditiously as practical given site specific conditions, including current site use, property owner considerations, and practical limitations associated with implementing multiple site remedies simultaneously.

## Section 3

# Master Schedule Considerations

The following sections include the factors considered and the bases for development of the Master Schedule:

- **Section 3.1:** General Considerations;
- **Section 3.2:** Remedial Phase Considerations;
- **Section 3.3:** Existing CEAs, IRMs, and Engineering and Institutional Controls;
- **Section 3.4:** No Further Action and NPL Sites;
- **Section 3.5:** Site Owner Considerations;
- **Section 3.6:** Potential Delays and Schedule Modifications; and
- **Section 3.7:** Site-Specific Considerations.

Sites that have been issued a NFA letter or otherwise designated as complete by the NJDEP are listed on Table 3-1 and are not included on the Master Schedule. A summary of the Master Schedule site-specific considerations, including a summary of general site information and the proposed initial stage of remediation, is included as Table 3-2.

### 3.1 General Considerations

Pursuant to the Consent Judgment and the Site Remediation Recovery Act (SRRA, N.J.S.A 58:10C-21), the Master Schedule provides for submission, followed by a 90-day review and approval period by the NJDEP for each of the following reports: Remedial Investigation Report; Remedial Action Selection Report; Remedial Action Work Plan; and Remedial Action Report, unless such documents have been previously approved by the NJDEP.

Implementation of the work outlined in the Master Schedule will commence following the NJDEP's approval of the Master Schedule; such approval is assumed to occur on February 22, 2013. The approach is configured to implement the remedial process in a manner that is safe, efficient, and expeditious. Additional general considerations are summarized below.

- In accordance with Paragraph 23, Section A, documents, reports, sample results, and data prepared by or on behalf of the NJDEP for the Orphan Sites (Site 17, Site 77, and Site 86) may be incorporated and utilized in Tierra's submittals, as appropriate. Tasks have not been included in the Master Schedule to repeat work conducted by or on behalf of the NJDEP for the Orphan Sites.
- In accordance with Paragraph 23, Section C, data and sample results previously submitted to the NJDEP may be included and utilized in Tierra's submittals. Tasks have not been included in the Master Schedule for the recollection of data or the validation of data previously submitted to the NJDEP.
- In accordance with Paragraph 24 of the Consent Judgment, Tierra plans to select the "Heightened DEP Review" option for each site. We may simultaneously rely on the services of a Licensed Site Remediation Professional for the preparation of documents submitted for NJDEP review.

- The start dates and end dates for phases of the work presented in the Master Schedule were developed based on the previously described factors. The early completion of one phase will not necessarily result in the early start or completion of subsequent phases for that site or group of sites, consistent with those same factors.
- Significant development or infrastructure improvement projects (e.g., Portal Bridge replacement) outside the control of Tierra may necessitate adjustments to timing and associated coordination of project schedule components and remedial activities.
- Regulatory changes to applicable remedial standards and/or approved analytical methods are not anticipated in the Master Schedule.

## 3.2 Remedial Phase Considerations

As shown in the Master Schedule and as required by the Consent Judgment, anticipated submittals include Remedial Investigation Reports, Remedial Action Selection Reports/Remedial Action Work Plans, and Remedial Action Reports. Remedial Investigation Work Plans for sites where additional Remedial Investigation activities are anticipated will not be submitted to the NJDEP for review and approval. Sites with approved Remedial Investigation Reports will be initiated at the Remedial Action Planning Phase as shown in the Master Schedule.

As indicated in the Master Schedule, Remedial Investigations have been completed and/or Remedial Investigation Reports (RIR) submitted for many of the sites. For fourteen of the sites, the Remedial Investigation Reports have been submitted to the NJDEP, but not approved. Based on discussions with NJDEP, the NJDEP plans to approve the Remedial Investigation reports for eight of these sites pending the results of data validation [Sites 41, 46, 49, 113, 126, 168, 209 and 210 (AOC 2)]. As a result, no additional RI activities are included in the schedule for these sites. Activities at the remaining six sites [Sites 54, 60, 61, 149(O), 149(V) and 176] will commence at the Remedial Investigation phase with Supplemental Remedial Investigation activities as shown on the Master Schedule, including the preparation and submittal of an updated Remedial Investigation Report or addendum. Although the SRRRA establishes a May 2014 completion date for remedial investigation of a site, that deadline is, by the terms of the Consent Judgment and as authorized by section 27e of the SRRRA itself, inapplicable to the remediation schedule to be established under the Consent Judgment. However, as shown on the Master Schedule, for those sites with RI activities, the RI phase completion date is May 2014.

Complete delineation of CCPW to the NJDEP's February 8, 2007 "Chromium Policy" memorandum standard of 20 milligrams per kilogram (mg/kg) for hexavalent chromium [Cr(VI)] may not be entirely complete at the conclusion of the Remedial Investigation phase. This may occur in circumstances where additional data would not help in developing a conceptual site model and appropriate remedy. As such, delineation of hexavalent chromium to 20 mg/kg may be completed during the Remedial Action Planning Phase or during the Remedial Action Implementation Phase.

The remedial timeframes presented in the Master Schedule have been developed using four primary remedial phases as follows:

1. Remedial Investigation Phase;
2. Remedial Action Planning Phase;
3. Remedial Action Implementation Phase; and
4. Completion of Remediation Phase.

The following tasks are included in each of the remedial phases listed above, where applicable. For the sake of clarity, the tasks are not displayed in the Master Schedule. Tasks for each phase are listed below.



The Remedial Investigation Phase includes the following tasks:

- Remedial Investigation Work Plan;
- Site Access Negotiation;
- Remedial Investigation Field Activities;
- Quality Assurance/Quality Control of Data;
- Evaluate Data and Prepare Remedial Investigation Report;
- Submit Remedial Investigation Report;
- NJDEP Review of Remedial Investigation Report (90 Days); and
- NJDEP Approval of Remedial Investigation Report.

The Remedial Action Planning Phase includes the following tasks:

- Owner Negotiations and Agreement;
- Remedial Action Field Investigation;
- Remedial Action Selection Report/Remedial Action Work Plan Preparation;
- Remedial Action Selection Report/Remedial Action Work Plan Submittal;
- NJDEP Review of Remedial Action Selection Report/Remedial Action Work Plan (90 Days); and
- NJDEP Approval of Remedial Action Selection Report/Remedial Action Work Plan.

The Remedial Action Implementation Phase includes the following tasks:

- Owner Coordination;
- Pre-Design Investigation;
- Remedial Design;
- Permitting;
- Contractor Selection and Procurement; and
- Remedial Construction.

The Completion of Remediation Phase includes the following subtasks:

- Prepare Remedial Action Report;
- Remedial Action Report Submittal;
- NJDEP Review of Remedial Action Report (90 Days);
- NJDEP Approval of Remedial Action Report; and
- Letter Confirming Completion of Remediation from NJDEP.

### **3.3 Existing CEAs, IRMs, and Engineering and Institutional Controls**

Biennial Certifications and associated activities related to existing Deed Notices and Classification Exception Areas (CEAs) are not identified in the Master Schedule. Maintenance, monitoring, and certification of existing engineering and institutional controls will continue in accordance with existing applicable requirements and the Consent Judgment.

Routine activities conducted as part of existing IRMs, including wipe sampling, inspections, repairs and maintenance, will be performed in accordance with past schedules and practices. For the sake of clarity, these activities are not displayed in the Master Schedule.

### 3.4 No Further Action and NPL Sites

The sites with NFA approvals are listed in Table 3-1 and copies of the NFA letters are included as Appendix B. No additional work is planned for those sites with unconditional NFA approvals.. Biennial Certifications and related activities will continue for those sites with conditional NFA approvals.

Site 116 (“Standard Chlorine”) is a National Priority List (NPL) site and is being addressed under the jurisdiction of the Environmental Protection Agency (EPA) and has not been included in the Master Schedule.

### 3.5 Site Owner Considerations

The Master Schedule includes reasonable time periods for each site to coordinate with the property owner(s) and to secure site access. It is assumed that negotiations with property owner(s) regarding plans for Remedial Action will be completed prior to the submittal of the Remedial Action Work Plan to the NJDEP.

### 3.6 Potential Delays and Schedule Modifications

The schedule for completion of tasks may be modified based on site redevelopment activities as agreed by the site owner and Tierra, as appropriate. As such, the schedule may be modified, as necessary, to accommodate owner requests for redevelopment.

Significant development or infrastructure improvement projects (e.g., Portal Bridge replacement) outside the control of Tierra may necessitate adjustments to the schedule to accommodate coordination of the infrastructure project activities with site remediation activities. The Portal Bridge project, as an example, is expected to affect Sites 50, 51, 103, and 131. The schedule anticipates time for coordination but the full schedule implications cannot be anticipated.

The Master Schedule anticipates that NJDEP comments to submitted documents can be addressed within the 90-day review time through meetings and/or correspondence. The Master Schedule does not anticipate the submittal of revised documents based upon the receipt of NJDEP comments to such submittals and is based on the expectation that NJDEP review and approval will be complete within 90 days of document submittal.

### 3.7 Site-Specific Considerations

Table 3-2 includes a summary of the site-specific considerations, including a summary of general site information and the proposed initial stage or phase of remediation.

## Tables

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**TABLE 3-1  
SUMMARY OF SITES WITH NO FURTHER ACTION (NFA) APPROVALS  
MASTER SCHEDULE FOR OCC CCPW SITES  
KEARNY, NEW JERSEY**

Site Number	Site Name	NFA Type	Date Issued by NJDEP
Site 40	Penhorn Creek	Conditional NFA - Soils, No Cr Groundwater Impacts	2/20/2001
Site 42	ECIS Trucking (Lot 2)	NFA - Soils and Groundwater	12/16/1997
Site 45	EMCO	NFA - Soils and Groundwater	12/16/1997
Site 48	Clinton Cartage	Conditional NFA - Soils and Groundwater	4/02/2003
Site 52	Kenney Steel	NFA - Soils and Groundwater	12/22/1998
Site 53	Kleer Kast	NFA - Soils and Groundwater	12/16/1997
Site 55	New Rent Trucking	NFA - Soils and Groundwater	4/2/2001
Site 56	NJ Turnpike #1	NFA - Soils and Groundwater	4/2/2001
Site 62	West Hudson Lumber	NFA - Soils and Groundwater	12/22/1998
Site 110	Frank's Auto	NFA - Soils and Groundwater	12/16/1997
Site 126*	Kuehne Chemical	NFA - Maintenance Building AOC	12/13/2010
Site 145	Bellezza	NFA - Soils and Groundwater	11/16/1999
Site 148	BP Marine	NFA - Soils and Groundwater	12/16/1997
Site 169	Conrail	NFA - Soils and Groundwater	12/16/1997
Site 170	Bergen Barrel	NFA - Soils and Groundwater	12/22/1998
Site 171	Central Ave	NFA - Soils and Groundwater	12/16/1997
Site 193	McWhirter Road	NFA - Soils and Groundwater	3/16/2010
Site 195	Belleville Turnpike #1	NFA - Soils and Groundwater	12/02/1998
Site 201	NJ Turnpike #2	Conditional NFA - Soils and Groundwater	11/03/2003
Site 210 A1	ACE/Roadway Express (AOC 1)	NFA - Soils and Groundwater	9/15/2009

*\*Note: The NFA approval for Site 126 (Kuehne Chemical) is limited to the Maintenance Building AOC and does not address the remaining areas of CCPW at the site currently being addressed by Tierra.*

**TABLE 3-2  
SUMMARY OF SITE-SPECIFIC CONSIDERATIONS  
MASTER SCHEDULE FOR OCC CCPW SITES  
KEARNY, NEW JERSEY**

Site No.	Site Name	Address	Remediation Status	Initial Remedial Phase
Site 17	Newark Exxon	Newark Avenue & Howell Street Jersey City, Hudson County New Jersey 07305	RI completed on behalf of NJDEP (2004). Site within construction corridor for NJDOT's St. Paul's Viaduct project. Information pending from NJDOT & consultant (LR Kimball) regarding remediation completed & schedule for viaduct project completion.	Remedial Action Planning Phase
Site 41	St. Johnsbury Trucking	O'Brien Road & Sellers Street Kearny, Hudson County New Jersey 07032	Bldg. razed, cap installed over former bldg. pedestal RIR (November 2001) (Subregion II RIR) RIR approval pending data validation by NJDEP	Remedial Action Planning Phase
Site 42	ECIS Trucking (Lot 1)	90 -94 Jacobus Avenue Kearny, Hudson County New Jersey 07032	RI/RAWP (October 1997) Approved by NJDEP (2001) but Deed Notice not approved by owner CEA in place for groundwater	Remedial Action Planning Phase
Site 46	Jenkins Trucking	75-89 Third Avenue Kearny, Hudson County New Jersey 07032	CEA in place for groundwater RIR/RAWP (July 2003) RIR approval pending data validation by NJDEP	Remedial Action Planning Phase
Site 47	Goldie's Auto	1010 Belleville Turnpike Kearny, Hudson County New Jersey 07032	Unconditional NFA 7/18/2000 FFS (April 2008) for subsequently identified Cr Submitted to NJDEP IRM in place	Remedial Action Planning Phase
Site 49	Arden Chemical	100 Hackensack Avenue Kearny, Hudson County New Jersey 07032	RIR (December 2001) (Subregion IV RIR) RIR approval pending data validation by NJDEP	Remedial Action Planning Phase
Site 50	Janatex	933 Belleville Turnpike Kearny, Hudson County New Jersey 07032	RIR (November 2001) (Subregion I RIR) Approved by NJDEP 10/08/09	Remedial Action Planning Phase
Site 51	Kearny Township #1	Belleville Turnpike Kearny, Hudson County New Jersey 07032	RIR (November 2001) (Subregion I RIR) Approved by NJDEP 10/08/09	Remedial Action Planning Phase
Site 54	Pfaff Tool	14-24 McWhirter Road Kearny, Hudson County New Jersey 07032	RIR (November 2001) (Subregion II RIR) Not approved by NJDEP	Remedial Investigation Phase
Site 58	Nicole's Warehouse	996 Belleville Turnpike Kearny, Hudson County New Jersey 07032	RIR (November 2001) (Subregion I RIR) Approved by NJDEP 10/08/09	Remedial Action Planning Phase
Site 59	Trumbull Asphalt	1249 Newark Turnpike Kearny, Hudson County New Jersey 07032	RIR/RAWP (Jun 2002), Approved by NJDEP. RAR (Jan 2006) - Not approved by NJDEP due to change in Cr(VI) SCC. Submitted letter work plan in January 2013 to address change in Cr(VI) SCC.	Remedial Action Planning Phase



**TABLE 3-2  
SUMMARY OF SITE-SPECIFIC CONSIDERATIONS  
MASTER SCHEDULE FOR OCC CCPW SITES  
KEARNY, NEW JERSEY**

Site No.	Site Name	Address	Remediation Status	Initial Remedial Phase
Site 60	Tullo's Exxon	57-87 Lincoln Highway Kearny, Hudson County New Jersey 07032	RIR (December 2001) (Subregion IV RIR) Not approved by NJDEP	Remedial Investigation Phase
Site 61	Turco Industrial Area	590 Belleville Turnpike Kearny, Hudson County New Jersey 07032	RIR (November 2001) (Subregion II RIR) Not approved by NJDEP	Remedial Investigation Phase
Site 77	8th Street No. 2	383 Eighth Street Jersey City, Hudson County New Jersey 07305	RIR (Jan 2004) completed on behalf of NJDEP IRM work completed to address Cr salts identified in Dec 2011. IRM Report Submitted (July and Sept 2012). Approved by NJDEP on 12/11/12.	Remedial Action Planning Phase
Site 86	Nicholas Trucking	123 Duffield Avenue Jersey City, Hudson County New Jersey 07305	RAR (January 2008) RI, RAWP and RA completed on behalf of NJDEP Eligible for NFA	Completion of Remediation Phase
Site 103	Amtrak Access Road	Belleville Turnpike Kearny, Hudson County New Jersey 07032	RIR (November 2001) (Subregion I RIR) Approved by NJDEP 10/08/09	Remedial Action Planning Phase
Site 113	Diamond Plant	1015 Belleville Turnpike Kearny, Hudson County New Jersey 07032	Revised RIR (June 2008) Not approved by NJDEP RIR approval pending data validation by NJDEP Interim Response Action Report (IRAR) Submitted (Dec. 2011)	Remedial Action Planning Phase
Site 116	Standard Chlorine	1035 Belleville Turnpike Kearny, Hudson County New Jersey 07032	Under direction of the EPA IRAR Submitted (Dec. 2011)	Not Included on Master Schedule
Site 126	Kuehne Chemical	86 Hackensack Avenue Kearny, Hudson County New Jersey 07032	RIR (December 2001) (Subregion IV RIR) RIR approval pending data validation by NJDEP	Remedial Action Planning Phase
Site 131	Hackensack River Access Rd (Cayuga Dike)	Bank of Hackensack River, Belleville Turnpike Kearny, Hudson County New Jersey 07032	RIR (November 2001) (Subregion I RIR) Approved by NJDEP 10/08/09	Remedial Action Planning Phase
Site 149 (O)	Seton Leather (Oraton Parcel)	849 Broadway Newark, Essex County New Jersey 07104	RIR (December 2001) Not approved by NJDEP	Remedial Investigation Phase
Site 149 (V)	Seton Leather (Verona Parcel)	849 Broadway Newark, Essex County New Jersey 07104	RIR (December 2001) Not approved by NJDEP	Remedial Investigation Phase
Site 167	Lomma Trucking	286 Central Avenue Kearny, Hudson County New Jersey 07032	RIR/RAWP (September 2001) RIR/RAWP approved but not implemented	Remedial Action Planning Phase
Site 168	PSE&G	Central Avenue & Third Street Kearny, Hudson County New Jersey 07032	RIR (December 2001) (Subregion IV RIR) RIR approval pending data validation by NJDEP	Remedial Action Planning Phase

**TABLE 3-2  
SUMMARY OF SITE-SPECIFIC CONSIDERATIONS  
MASTER SCHEDULE FOR OCC CCPW SITES  
KEARNY, NEW JERSEY**

Site No.	Site Name	Address	Remediation Status	Initial Remedial Phase
Site 176	Reed Minerals	339 Central Avenue Kearny, Hudson County New Jersey 07032	RIR/RAWP (December 2000) Not approved by NJDEP Site buildings subsequently razed Supplemental RI (September 2005) Not approved by NJDEP	Remedial Investigation Phase
Site 209	Joe's Welding	21-25 O'Brien Road Kearny, Hudson County New Jersey 07032	RIR (May 2011) RIR approval pending data validation by NJDEP	Remedial Action Planning Phase
Site 210 A2	ACE/Roadway Express (AOC 2)	68 Second Street Kearny, Hudson County New Jersey 07032	RIR (June 2004) RIR approval pending data validation by NJDEP RAWP (2008) RAWP not approved by NJDEP	Remedial Action Planning Phase

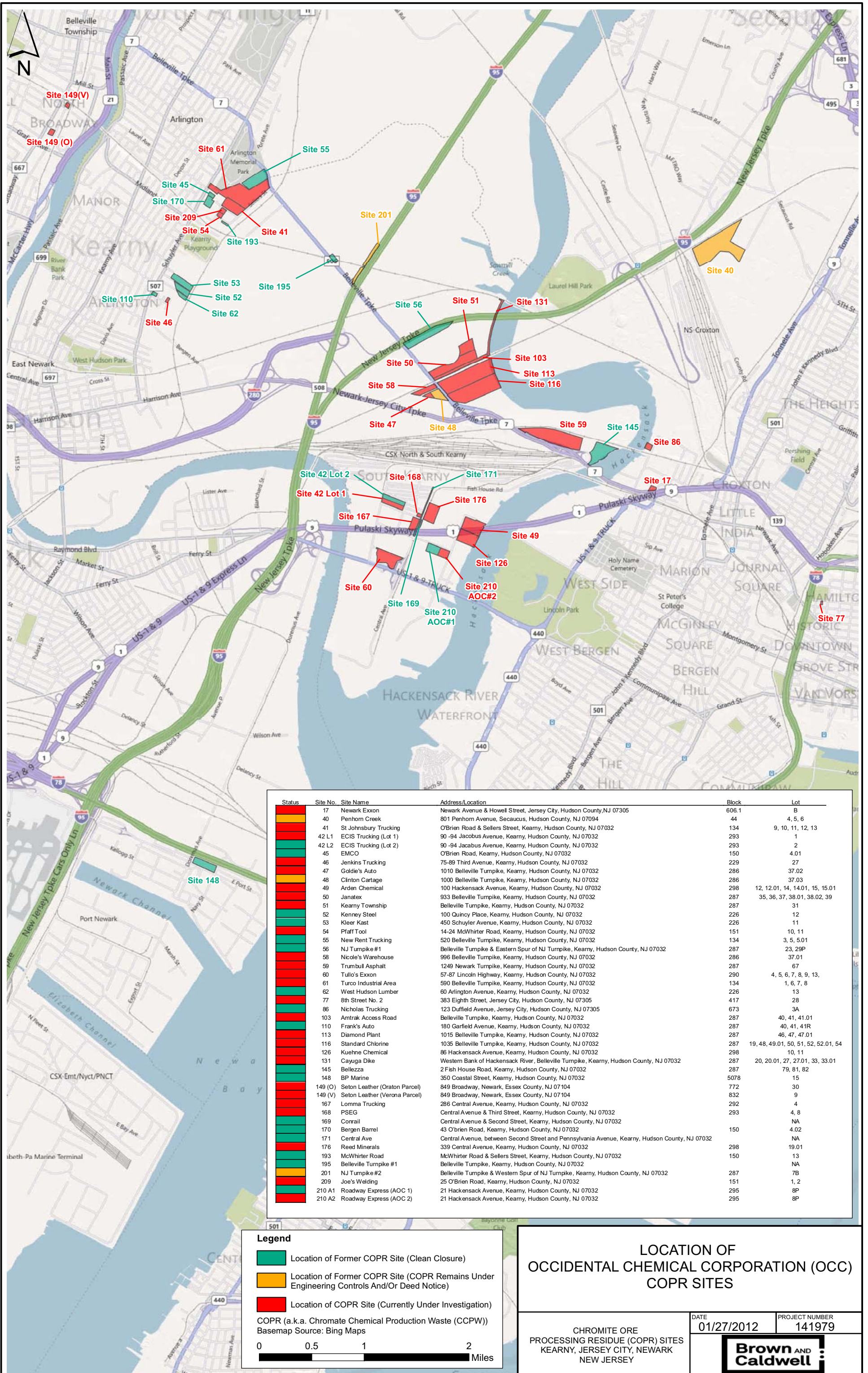
Notes:

- 1 Site 116 is a NPL site under administrative jurisdiction of US Environmental Protection Agency.

## Figures

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Status	Site No.	Site Name	Address/Location	Block	Lot
Green	17	Newark Exxon	Newark Avenue & Howell Street, Jersey City, Hudson County, NJ 07305	606.1	B
Green	40	Penhorn Creek	801 Penhorn Avenue, Secaucus, Hudson County, NJ 07094	44	4, 5, 6
Green	41	St Johnsbury Trucking	O'Brien Road & Sellers Street, Kearny, Hudson County, NJ 07032	134	9, 10, 11, 12, 13
Green	42 L1	ECIS Trucking (Lot 1)	90 -94 Jacobus Avenue, Kearny, Hudson County, NJ 07032	293	1
Green	42 L2	ECIS Trucking (Lot 2)	90 -94 Jacobus Avenue, Kearny, Hudson County, NJ 07032	293	2
Green	45	EMCO	O'Brien Road, Kearny, Hudson County, NJ 07032	150	4.01
Green	46	Jenkins Trucking	75-89 Third Avenue, Kearny, Hudson County, NJ 07032	229	27
Green	47	Goldie's Auto	1010 Belleville Turnpike, Kearny, Hudson County, NJ 07032	286	37.02
Green	48	Clinton Cartage	1000 Belleville Turnpike, Kearny, Hudson County, NJ 07032	286	37.03
Green	49	Arden Chemical	100 Hackensack Avenue, Kearny, Hudson County, NJ 07032	298	12, 12.01, 14, 14.01, 15, 15.01
Green	50	Janatex	933 Belleville Turnpike, Kearny, Hudson County, NJ 07032	287	35, 36, 37, 38.01, 38.02, 39
Green	51	Kearny Township	Belleville Turnpike, Kearny, Hudson County, NJ 07032	287	31
Green	52	Kenney Steel	100 Quincy Place, Kearny, Hudson County, NJ 07032	226	12
Green	53	Klerer Kast	450 Schuyler Avenue, Kearny, Hudson County, NJ 07032	226	11
Green	54	Pfaff Tool	14-24 McWhirter Road, Kearny, Hudson County, NJ 07032	151	10, 11
Green	55	New Rent Trucking	520 Belleville Turnpike, Kearny, Hudson County, NJ 07032	134	3, 5, 5.01
Green	56	NJ Turnpike #1	Belleville Turnpike & Eastern Spur of NJ Turnpike, Kearny, Hudson County, NJ 07032	287	23, 29P
Green	58	Nicole's Warehouse	996 Belleville Turnpike, Kearny, Hudson County, NJ 07032	286	37.01
Green	59	Trumbull Asphalt	1249 Newark Turnpike, Kearny, Hudson County, NJ 07032	287	67
Green	60	Tullo's Exxon	57-87 Lincoln Highway, Kearny, Hudson County, NJ 07032	290	4, 5, 6, 7, 8, 9, 13,
Green	61	Turco Industrial Area	590 Belleville Turnpike, Kearny, Hudson County, NJ 07032	134	1, 6, 7, 8
Green	62	West Hudson Lumber	60 Arlington Avenue, Kearny, Hudson County, NJ 07032	226	13
Green	77	8th Street No. 2	383 Eighth Street, Jersey City, Hudson County, NJ 07305	417	28
Green	86	Nicholas Trucking	123 Duffield Avenue, Jersey City, Hudson County, NJ 07305	673	3A
Green	103	Amtrak Access Road	Belleville Turnpike, Kearny, Hudson County, NJ 07032	287	40, 41, 41.01
Green	110	Frank's Auto	180 Garfield Avenue, Kearny, Hudson County, NJ 07032	287	40, 41, 41R
Green	113	Diamond Plant	1015 Belleville Turnpike, Kearny, Hudson County, NJ 07032	287	46, 47, 47.01
Green	116	Standard Chlorine	1035 Belleville Turnpike, Kearny, Hudson County, NJ 07032	287	19, 48, 49.01, 50, 51, 52, 52.01, 54
Green	126	Kuehne Chemical	86 Hackensack Avenue, Kearny, Hudson County, NJ 07032	298	10, 11
Green	131	Cayuga Dike	Western Bank of Hackensack River, Belleville Turnpike, Kearny, Hudson County, NJ 07032	287	20, 20.01, 27, 27.01, 33, 33.01
Green	145	Bellezza	2 Fish House Road, Kearny, Hudson County, NJ 07032	287	79, 81, 82
Green	148	BP Marine	350 Coastal Street, Kearny, Hudson County, NJ 07032	5078	15
Green	149 (O)	Seton Leather (Oraton Parcel)	849 Broadway, Newark, Essex County, NJ 07104	772	30
Green	149 (V)	Seton Leather (Verona Parcel)	849 Broadway, Newark, Essex County, NJ 07104	832	9
Green	167	Lomma Trucking	286 Central Avenue, Kearny, Hudson County, NJ 07032	292	4
Green	168	PSEG	Central Avenue & Third Street, Kearny, Hudson County, NJ 07032	293	4, 8
Green	169	Conrail	Central Avenue & Second Street, Kearny, Hudson County, NJ 07032	NA	NA
Green	170	Bergen Barrel	43 O'Brien Road, Kearny, Hudson County, NJ 07032	150	4.02
Green	171	Central Ave	Central Avenue, between Second Street and Pennsylvania Avenue, Kearny, Hudson County, NJ 07032	NA	NA
Green	176	Reed Minerals	339 Central Avenue, Kearny, Hudson County, NJ 07032	298	19, 01
Green	193	McWhirter Road	McWhirter Road & Sellers Street, Kearny, Hudson County, NJ 07032	150	13
Green	195	Belleville Turnpike #1	Belleville Turnpike, Kearny, Hudson County, NJ 07032	NA	NA
Green	201	NJ Turnpike #2	Belleville Turnpike & Western Spur of NJ Turnpike, Kearny, Hudson County, NJ 07032	287	7B
Green	209	Joe's Welding	25 O'Brien Road, Kearny, Hudson County, NJ 07032	151	1, 2
Green	210 A1	Roadway Express (AOC 1)	21 Hackensack Avenue, Kearny, Hudson County, NJ 07032	295	8P
Green	210 A2	Roadway Express (AOC 2)	21 Hackensack Avenue, Kearny, Hudson County, NJ 07032	295	8P

**Legend**

- Location of Former COPR Site (Clean Closure)
- Location of Former COPR Site (COPR Remains Under Engineering Controls And/Or Deed Notice)
- Location of COPR Site (Currently Under Investigation)

COPR (a.k.a. Chromate Chemical Production Waste (CCPW))  
 Basemap Source: Bing Maps

0 0.5 1 2 Miles

**LOCATION OF OCCIDENTAL CHEMICAL CORPORATION (OCC) COPR SITES**

CHROMITE ORE PROCESSING RESIDUE (COPR) SITES KEARNY, JERSEY CITY, NEWARK NEW JERSEY	DATE 01/27/2012	PROJECT NUMBER 141979
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**Brown AND Caldwell**

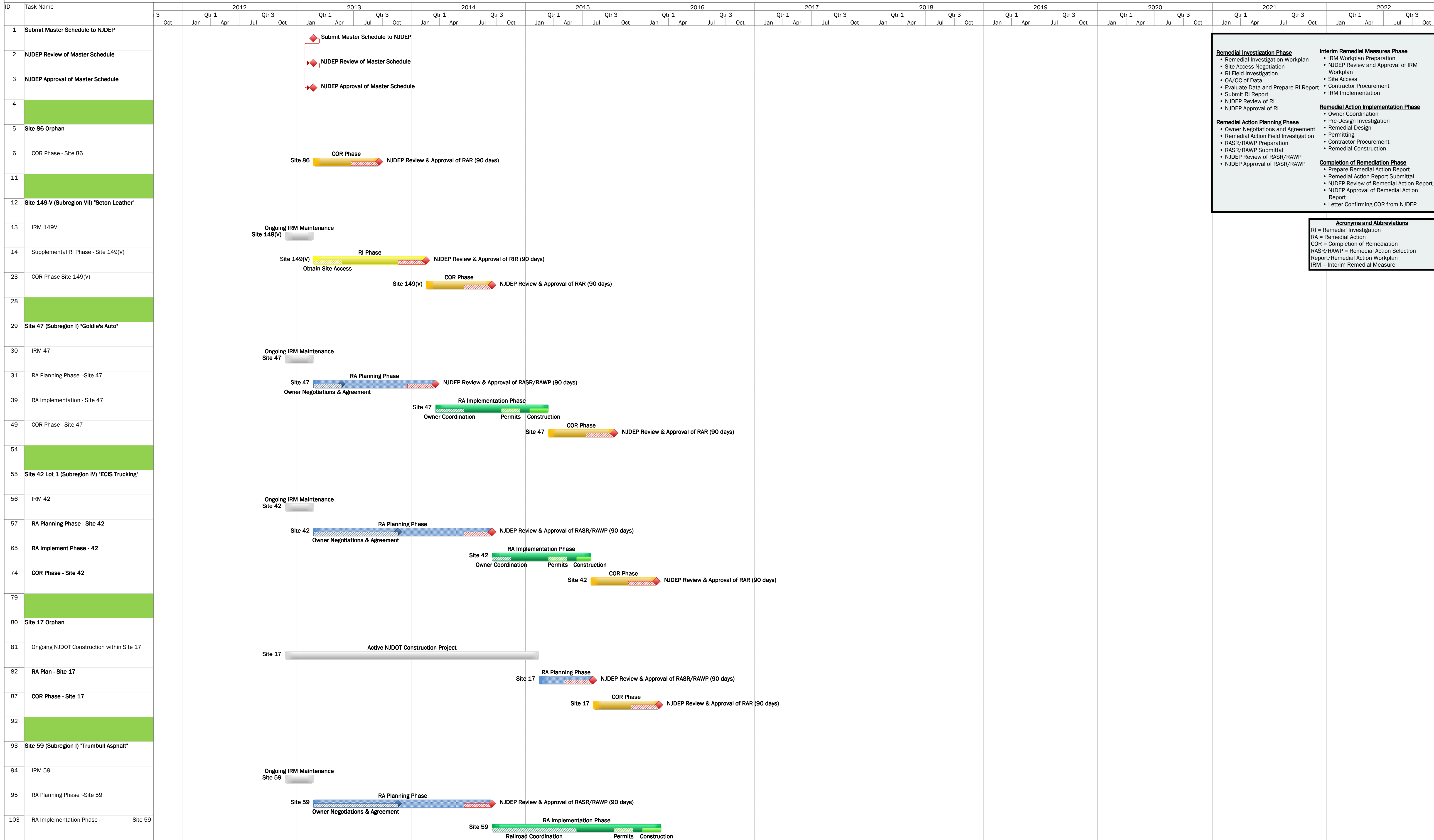
Figure 2. Condensed Version of Consent Judgment (09/07/11) Master Schedule. Occidental Chemical Corporation. CCPW Sites, New Jersey.

Site No.	Site Name	IRM Implemented	RI Report Approved	RA Implemented	2013	2014	2015	2016	2017	2018	2019	2020	2021			
Site 86	Nicholas Trucking	NA	●	●	COR Phase - Site 86								FINISH OCT 2021			
Site 149 (V)	Seton Leather (Verona Parcel)	●	○	○	IRM 149	Supplemental RI Phase - Site 149(V)	COR Phase - Site 149(V)									
Site 47	Goldie's Auto	●	●	○	IRM 47	RA Planning Phase - Site 47	RA Implementation - Site 47	COR Phase - Site 47								
Site 42 L1	ECIS Trucking (Lot 1)	●	●	○	IRM 42	RA Planning Phase - Site 42		RA Implement Phase - 42	COR Phase - Site 42							
Site 17	Newark Exxon	○	●	○	Ongoing NJDOT Construction within Site 17			RA Plan - Site 17	COR Phase - Site 17							
Site 59	Trumbull Asphalt	●	●	●	IRM 59	RA Planning Phase -Site 59		RA Implementation Phase - Site 59		COR Phase - Site 59						
Site 58	Nicole's Warehouse	●	●	○	IRM 58	RA Planning Phase -Site 58		RA Implementation Phase - Site 58			COR Phase - Site 58					
Sub I	Sites 50, 51, 103, 131	●	●	○	IRM SUB I	RA Planning Phase - Sites 50, 51, 103, 131		RA Implementation Phase - Subregion I North (Sites 50, 51, 103, 131)				COR Phase - Sites 50 51 103 131				
Site 77	8th Street No. 2	●	●	○	IRM Phase Site 77	RA Planning Phase - Site 77		RA Implementation Phase - Site 77		COR Phase - Site 77						
Site 46	Jenkins Trucking	●	○	○	IRM 46	RA Planning Phase - Site 46			RA Implementation Phase - Site 46		COR Phase - Site 46					
Site 168	PSEG	●	○	○	IRM 168	RA Planning Phase - Site 168			RA Implementation Phase - Site 168		COR Phase - Site 168					
Site 209	Joe's Welding	●	○	○	Ongoing IRM Maintenance - Site 209		RA Planning Phase - Site 209		RA Implementation Phase - Site 209		COR Phase - Site 209					
Site 167	Lomma Rental	●	●	○	Ongoing IRM Maintenance - Site 167			RA Planning Phase - Site 167	RA Implementation Phase - Site 167		COR Phase - 167					
Site 149 (O)	Seton Leather (Oraton Parcel)	●	○	○	IRM Site 149-O	Supplemental RI Phase Site 149(O)	RA Planning Phase - Site 149(O)		RA Implementation Phase - Site 149(O)			COR Phase Site 149(O)				
Site 113	Diamond Plant	●	○	●	Ongoing IRM Maintenance - Site 113			RA Planning Phase - Site 113		RA Implementation Phase - Site 113		COR Phase - Site 113				
Site 61	Turco Industrial Area	●	○	○	IRM Site 61	Supplemental RI Phase - Site 61	RA Planning Phase - Site 61			RA Implementation Phase - Site 61		COR Phase - Site 61				
Site 54	Pfaff Tool	●	○	○	IRM 54	Supplemental RI Phase - Site 54	RA Planning Phase - Site 54			RA Implementation Phase - Site 54		COR Phase - Site 54				
Site 49	Arden Chemical	●	○	○	Ongoing IRM Maintenance - Site 49			RA Planning Phase - Site 49		RA Implementation Phase - Site 49		COR Phase - Site 49				
Site 126	Kuehne Chemical	●	○	○	Ongoing IRM Maintenance - Site 126			RA Planning Phase - Site 126		RA Implementation Phase - Site 126		COR Phase - Site 126				
Site 210 A2	Roadway Express (AOC 2)	●	○	○	Ongoing IRM Maintenance - Site 210			RA Planning Phase - Site 210		RA Implementation Phase - Site 210		COR Phase - Site 210				
Site 176	Reed Minerals	●	○	○	IRM Site 176	Supplemental RI Phase Site 176	RA Planning Phase - Site 176			RA Implementation Phase - Site 176			COR Phase - Site 176			
Site 60	Tullos Exxon	●	○	○	IRM Site 60	Supplemental RI Phase Site 60	RA Planning Phase - Site 60							RA Implementation Phase - Site 60		COR Phase - Site 60
Site 41	St Johnsbury Trucking	●	○	○	Ongoing IRM Maintenance - Site 41					RA Planning Phase - Site 41			RA Implementation Phase - Site 41		COR Phase - Site 41	

● RI Report approval pending data validation by NJDEP  
○ RI activities and RI report to be completed by May 7, 2014

DATE: FEBRUARY 21, 2013

Figure 3. Consent Judgment (09/07/11) Master Schedule. Occidental Chemical Corporation. CCPW Sites, New Jersey.

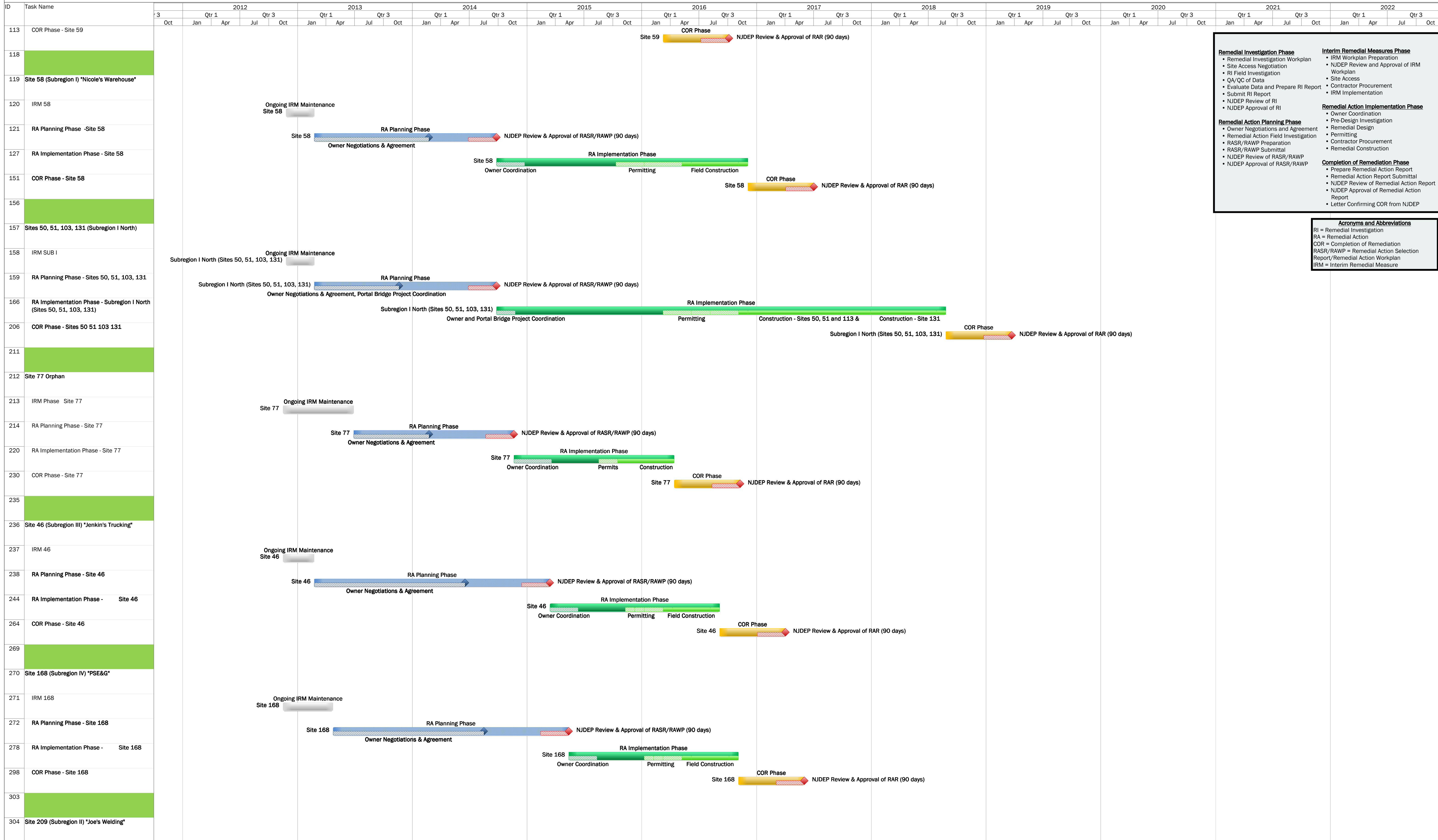


<b>Remedial Investigation Phase</b> <ul style="list-style-type: none"> <li>Remedial Investigation Workplan</li> <li>Site Access Negotiation</li> <li>RI Field Investigation</li> <li>QA/QC of Data</li> <li>Evaluate Data and Prepare RI Report</li> <li>Submit RI Report</li> <li>NJDEP Review of RI</li> <li>NJDEP Approval of RI</li> </ul>	<b>Interim Remedial Measures Phase</b> <ul style="list-style-type: none"> <li>IRM Workplan Preparation</li> <li>NJDEP Review and Approval of IRM Workplan</li> <li>Site Access</li> <li>Contractor Procurement</li> <li>IRM Implementation</li> </ul>
<b>Remedial Action Planning Phase</b> <ul style="list-style-type: none"> <li>Owner Negotiations and Agreement</li> <li>Remedial Action Field Investigation</li> <li>RASR/RAWP Preparation</li> <li>RASR/RAWP Submittal</li> <li>NJDEP Review of RASR/RAWP</li> <li>NJDEP Approval of RASR/RAWP</li> </ul>	<b>Remedial Action Implementation Phase</b> <ul style="list-style-type: none"> <li>Owner Coordination</li> <li>Pre-Design Investigation</li> <li>Remedial Design</li> <li>Permitting</li> <li>Contractor Procurement</li> <li>Remedial Construction</li> </ul>
<b>Completion of Remediation Phase</b> <ul style="list-style-type: none"> <li>Prepare Remedial Action Report</li> <li>Remedial Action Report Submittal</li> <li>NJDEP Review of Remedial Action Report</li> <li>NJDEP Approval of Remedial Action Report</li> <li>Letter Confirming COR from NJDEP</li> </ul>	

**Acronyms and Abbreviations**

- RI = Remedial Investigation
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- COR = Completion of Remediation
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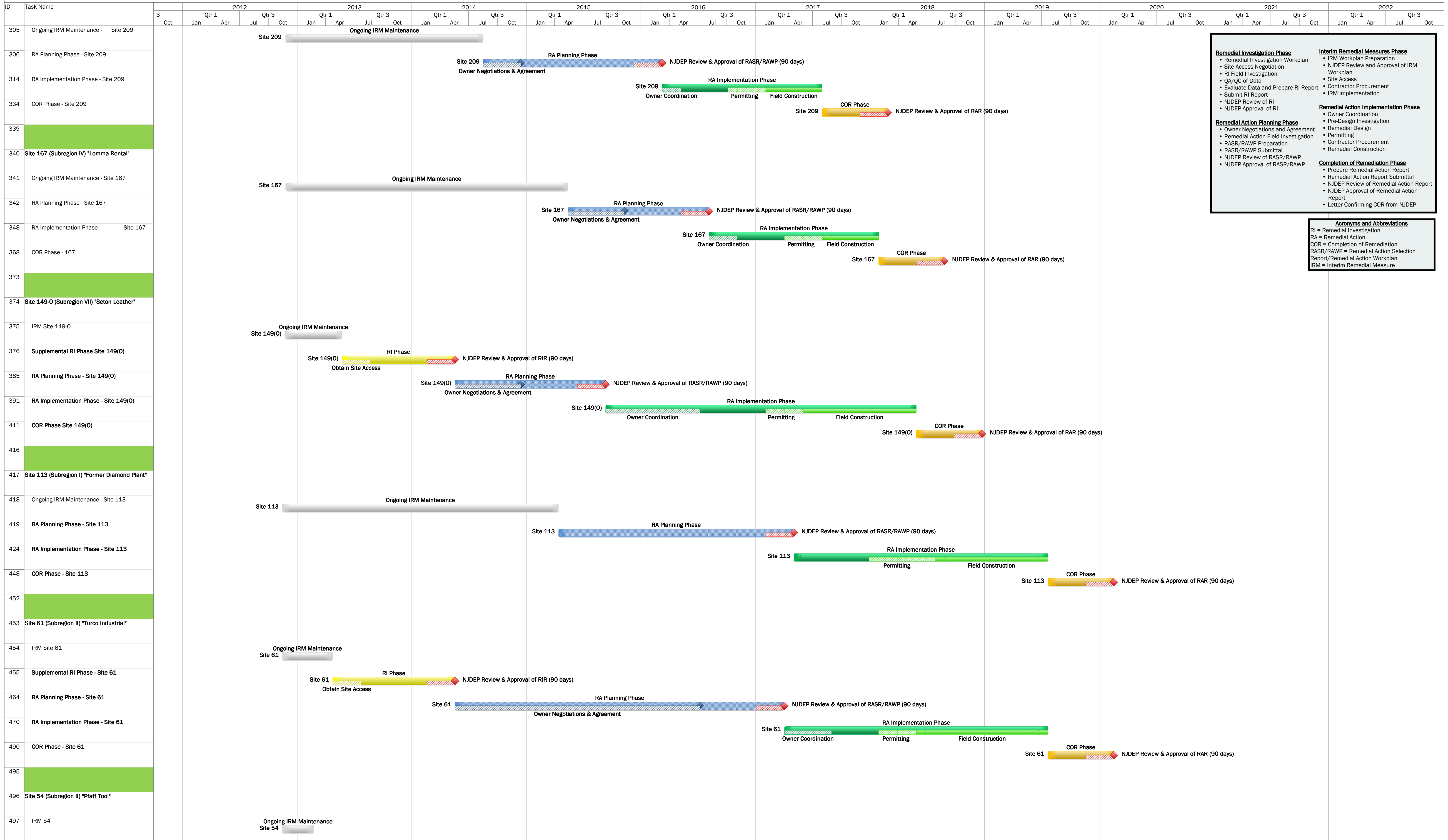
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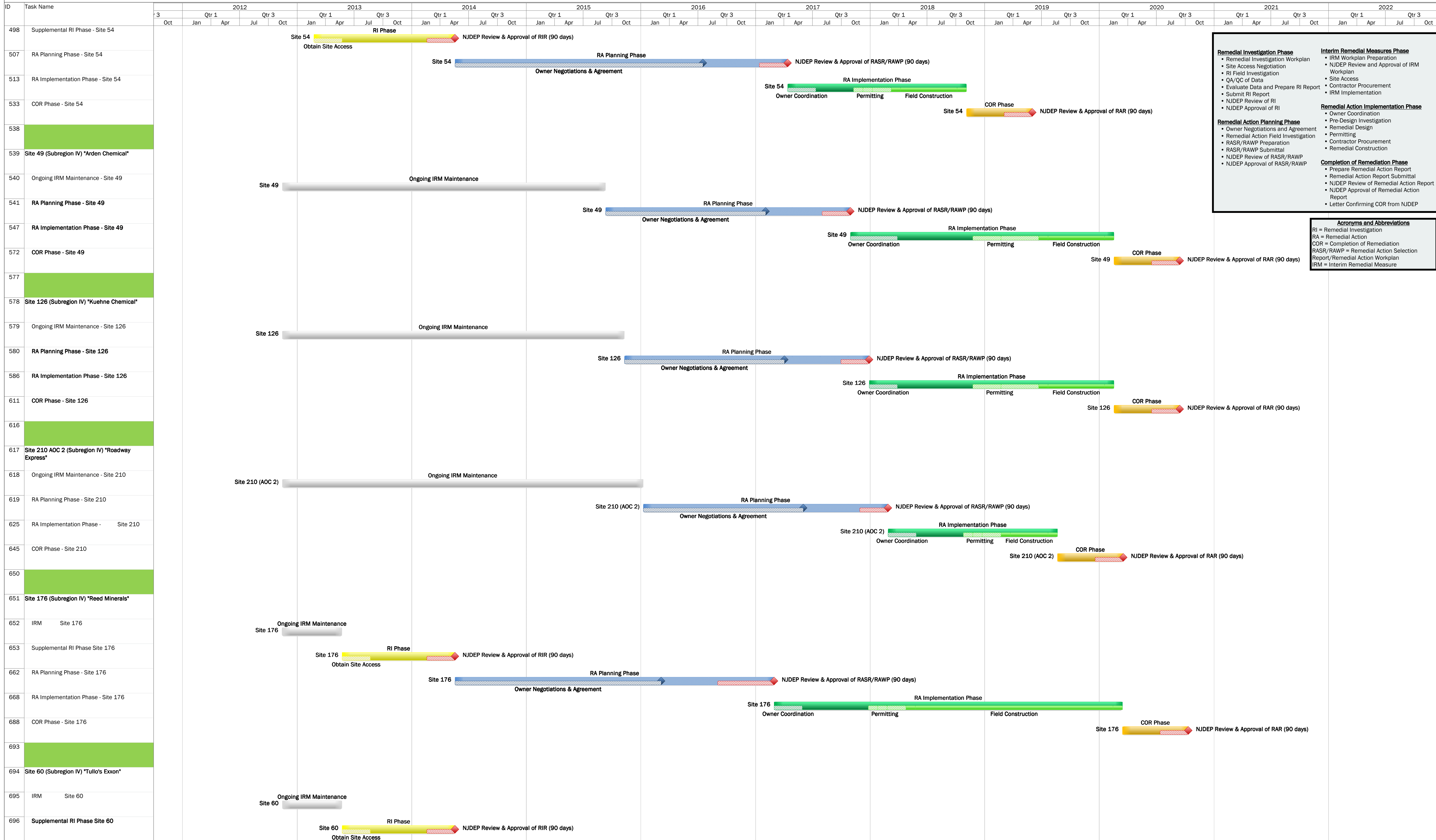
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**Remedial Investigation Phase**

- Remedial Investigation Workplan
- Site Access Negotiation
- RI Field Investigation
- QA/QC of Data
- Evaluate Data and Prepare RI Report
- Submit RI Report
- NJDEP Review of RI
- NJDEP Approval of RI

**Interim Remedial Measures Phase**

- IRM Workplan Preparation
- NJDEP Review and Approval of IRM Workplan
- Site Access
- Contractor Procurement
- IRM Implementation

**Remedial Action Planning Phase**

- Owner Negotiations and Agreement
- Remedial Action Field Investigation
- RASR/RAWP Preparation
- RASR/RAWP Submittal
- NJDEP Review of RASR/RAWP
- NJDEP Approval of RASR/RAWP

**Remedial Action Implementation Phase**

- Pre-Design Investigation
- Remedial Design
- Permitting
- Contractor Procurement
- Remedial Construction

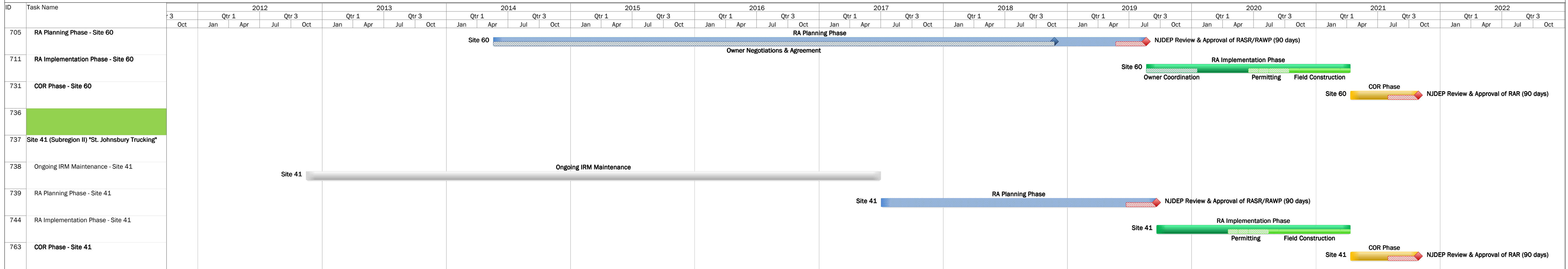
**Completion of Remediation Phase**

- Prepare Remedial Action Report
- Remedial Action Report Submittal
- NJDEP Review of Remedial Action Report
- Letter Confirming COR from NJDEP

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## Appendix A: Consent Judgment

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NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION and  
THE ADMINISTRATOR OF  
THE JERSEY SPILL COMPENSATION  
FUND,

Plaintiffs,

v.

HONEYWELL INTERNATIONAL INC.,  
OCCIDENTAL CHEMICAL  
CORPORATION, and PPG INDUSTRIES  
INC.,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION-HUDSON COUNTY  
DOCKET NO. C-77-05

CONSENT JUDGMENT

**FILED**

SEP - 7 2011

THOMAS R. OLIVIERI, P.J.Ch.

This matter having been opened to the Court by Paula T. Dow, Attorney General (Deputy Attorneys General Anna M. Lascurain and Richard F. Engel 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"), Michael Daneker, appearing as attorney for Honeywell International Inc. ("Honeywell"), William Warren and Lori A. Mills, appearing as attorney for Occidental Chemical Corporation ("Occidental"), and George McGrann, appearing as attorney for PPG Industries, Inc. ("PPG") ("the Settling Defendants," collectively), and the Parties having amicably resolved their dispute, have agreed to the following terms.

## I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to the New Jersey Spill Act, N.J.S.A. 58:10-23.11 a to z. 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.

2. 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.

## II. PARTIES BOUND

3. This Consent Judgment applies to, and is binding upon, the Plaintiffs and the Settling Defendants.

## III. DEFINITIONS

4. Unless otherwise expressly provided, terms used in this Consent Judgment that are defined in the Spill Act or in the regulations promulgated under the Spill Act, including the Administrative Requirements for the Remediation of Contaminated Sites, shall have their statutory or regulatory meaning. Whenever the terms listed below are used in this Consent Judgment, the following definitions shall apply:

"ACO Site" shall mean a Known CCPW Site that is as of the Effective Date or thereafter designated for investigation or Remediation pursuant to an Existing ACO or that has been or will be Remediated pursuant to an Existing ACO between DEP and a Settling Defendant, including the Honeywell ACO, the PPG ACO or the Occidental ACO.

"Administrative Requirements for the Remediation of Contaminated Sites" shall mean the New Jersey Department of Environmental Protection regulations codified at N.J.A.C. 7:26C.

"Administrator" shall mean the Administrator of the New Jersey Spill Compensation Fund.

"Alternative Remediation Standard" or "ARS" shall mean a residential use or non-residential use soil remediation standard that is established as set out in N.J.S.A. 58:10B-12f(1).

"Chromate Chemical Production Waste" or "CCPW" shall mean the residual solid material produced by the processing of raw chromite bearing ore at a facility in Hudson County formerly owned or operated by one of the Companies or their predecessors. CCPW shall include COPR (chromite ore processing residue), and/or hexavalent chromium associated with COPR, and/or other metals associated with COPR and/or other material containing COPR.

"Chrome Policy" shall mean the standards and procedures for the Remediation of chromium-contaminated sites contained in the Memorandum from Lisa P. Jackson, then-Commissioner of the Department of Environmental Protection, to Irene Kropp, then-Assistant Commissioner for Site Remediation and Waste Management, dated February 8, 2007, a copy of which is attached to this Consent Judgment as Appendix E.

"Colony Diner" shall mean Site 70.

"Company," "Companies," or "Settling Defendant" shall mean Honeywell, Occidental, and PPG, individually or collectively, as the context requires.

"Consent Judgment" shall mean this Consent Judgment and the appendices identified in Section XXI.

"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.

"DEP" or "Department" shall mean the New Jersey Department of Environmental Protection.

"Execution Date" shall mean the date this Consent Judgment is executed by the Department and the Companies or, if the Department and/or one or more of the Companies do not

execute this Consent Judgment simultaneously, the date on which the last of said Parties to execute this Consent Judgment executes this Consent Judgment.

"Existing ACO" shall mean the Honeywell ACO, the Occidental ACO, or the PPG ACO, individually or collectively, as the context requires.

"Final Remediation Document" shall mean an NFA Letter or a Response Action Outcome (RAO) issued by a licensed site remediation professional pursuant to section 14 of P.L.2009, c. 60 (C.58:10C-14) .

"Future Cleanup and Removal Costs" shall mean all Cleanup and Removal costs, as defined at N.J.S.A. 58:10-23.11b, including direct and indirect costs, the Plaintiffs incur after the Effective Date for the Cleanup and Removal of CCPW.

"Future Oversight Costs" shall mean all Cleanup and Removal costs, as defined at N.J.S.A. 58:10-23.11b, including direct and indirect costs, that the Plaintiffs incur after the Effective Date, for plaintiff DEP to oversee the remediation of CCPW at the Orphan Sites. Future Oversight Costs shall be those costs allowed by N.J.A.C. 7:26C, and shall be calculated in accordance with the formula codified at N.J.A.C. 7:26C-4.5.

"Grace Period Rule" shall mean the Department's regulations codified at N.J.A.C. 7:26C-9.



"Honeywell" shall mean Honeywell International Inc., a corporation organized under the laws of the State of Delaware, with its principal place of business at 101 Columbia Road, Morristown, New Jersey, and its successors and assigns.

"Honeywell ACO" shall mean the Administrative Consent Order I between the Department and Honeywell's predecessor AlliedSignal Inc. regarding the Hudson County Chromate Chemical Production Waste Sites, dated June 17, 1993, as amended by the Supplemental Administrative Consent Order between the Department and Honeywell's predecessor AlliedSignal Inc., dated November 8, 1993.

"Honeywell Sites" shall mean those sites Honeywell has agreed to Remediate pursuant to this Consent Judgment, which are identified on Appendix A to this Consent Judgment as denoted by placement of an "X" next to the Site under the Column Heading for Honeywell and each of the Honeywell ACO Sites.

"Including" shall mean including but not limited to.

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

"Known CCPW Sites" shall mean all sites identified by the Department as of the Execution Date at which the Department has determined that CCPW is or may be present, as set forth on the Department's list of CCPW sites attached as Appendix D to

this Consent Judgment, which the Department represents is a complete listing of all such sites known to the Department as of the Execution Date.

"Liberty State Park" shall mean Site 15.

"Multi-contaminant Sites" shall mean Sites 139, 150, 152, 162, 177, 180b, 211 and 212.

"Newly Discovered Site" shall mean any site, other than a Known CCPW Site, at which the Department determines on or after the Execution Date, that the presence of CCPW requires investigation and, if necessary, Remediation.

"NFA Letter" shall mean a written determination by the Department that no further remedial action is necessary because: (i) there is no CCPW present at the Site, at the area of concern or areas of concern, and at any other site to which a discharge of CCPW originating at the Site has migrated; or (ii) any CCPW present at the Site or that has migrated from the Site has been remediated in accordance with applicable statutes and regulations. An NFA Letter may be issued for soils or groundwater for all or a portion of a Site.

"Occidental" shall mean Occidental Chemical Corporation, a corporation organized under the laws of the State of New York, with its principal place of business at 5005 LBJ Freeway, Dallas, Texas, and its successors and assigns.

"Occidental ACO" shall mean the Administrative Consent Order between the Department and Occidental and Chemical Land Holdings, Inc. (predecessor of Tierra Solutions, Inc.) regarding the Hudson County Chromate Chemical Production Waste Sites, dated April 17, 1990.

"Occidental Sites" shall mean those sites Occidental has agreed to Remediate pursuant to this Consent Judgment, which are identified on Appendix A to this Consent Judgment as denoted by placement of an "X" next to the Site under the Column Heading for Occidental and each of the Occidental ACO Sites.

"Orphan Site Directives" shall mean the following directives issued by the Department related to Known CCPW Sites: (i) Directive to AlliedSignal Inc. dated July 2, 1993; (ii) Directive to AlliedSignal Inc., Maxus Energy Corp., Occidental Chemical Corp., and PPG Industries, Inc. dated February 28, 1994; (iii) Directive to AlliedSignal Inc. dated March 2, 1994; (iv) Directive to Allied Signal Inc., Occidental Chemical Corp., Maxus Energy Corp., and PPG Industries, Inc. dated August 3, 1995; (v) Directive to AlliedSignal Inc. dated January 8, 1998; (vi) Directive to AlliedSignal Inc., Occidental Chemical Corp., and PPG Industries, Inc. dated January 8, 1998; and (vii) Directive to Honeywell International Inc., Occidental Chemical Corp., and PPG Industries, Inc. dated May 3, 2005.

"Orphan Sites" shall mean collectively those sites that the Companies have agreed to Remediate pursuant to this Consent Judgment, which are identified on Appendix A to this Consent Judgment.

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

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

"Past Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, the State incurred or resulting from work or activities taking place by or on behalf of the State, on or before the Effective Date, related in any way to the Known CCPW Sites or in taking any administrative or other action of any description related to CCPW, Known CCPW Sites, chromium contaminated sites, or their Remediation, including without limitation all "Cleanup and Removal Costs," and/or "oversight costs" and "remediation costs," as those terms are defined in N.J.A.C. 7:26C-1.3, and including any costs recoverable by the New Jersey Spill Compensation Fund, including all costs related to the remediation the Department has conducted at Liberty State Park (Site 15), the Former Morris Canal Site No. 2 (Site 175), and Tempesta & Sons (Site 165) or

otherwise incurred in connection with the Orphan Site Directives.

"Plaintiffs" shall mean DEP and the Administrator.

"PPG" shall mean PPG Industries, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, with its principal place of business at One PPG Place, Pittsburgh, Pennsylvania, and its successors and assigns.

"PPG ACO" shall mean the Administrative Consent Order between the Department and PPG regarding the Hudson County Chromate Chemical Production Waste Sites, dated July 19, 1990.

"PPG Consent Judgment" shall mean the Partial Consent Judgment entered by the Court on June 26, 2009, with respect to the PPG ACO Sites and the Orphan Sites designated in Appendix B of the PPG Consent Judgment and set forth in paragraph 25 hereof.

"PPG Sites" shall mean those sites PPG has agreed to Remediate pursuant to this Consent Judgment, which are identified on Appendix A to this Consent Judgment as denoted by placement of an "X" next to the Site under the Column Heading for PPG and each of the PPG ACO Sites.

"Related Parties" shall mean, as provided in Section IX, Paragraph 32, the Companies' indemnitors and indemnitees, and the direct, indirect and ultimate parents, subsidiaries and affiliates of any of them to the extent that the alleged

liability of the Related Party with respect to a Site is based on its capacity as a Related Party of one of the Companies, and not to the extent that the alleged liability of the Related Party arose independently of its status and capacity as the Related Party of one of the Companies.

"Releasees" shall mean the Companies and the Related Parties and their past, present and future direct or ultimate parents, subsidiaries, affiliates, predecessors, successors, and the officers, directors, shareholders, agents, representatives, employees, and assigns of any of them, to the extent that the alleged liability of the Releasee with respect to a Site is based on its relationship to a Company or Related Party and not to the extent that the alleged liability of the Releasee arose independently of such relationship.

"Remediation" or "Remediate" shall have the definition in N.J.S.A. 58:10-23.11b, except as specified in Section IV, Paragraph 6 below,; provided, however, that "Remediation" or "Remediate" shall not include the payment of compensation for damage to, or loss of, natural resources.

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

"Sewer Protocol" shall mean the procedures to be used for the Remediation of Sewer Sites, as set forth in Appendix B to this Consent Judgment.

"Sewer Site" shall mean a Site or a portion of a Site at which CCPW was used for the bedding, fill, or otherwise used in the construction of municipal or public sewers, water mains or lines, sumps, pumps, transfer stations, other related components of a sewer or water distribution system or other utility lines. A complete list of Known CCPW sites that are Sewer Sites is attached to this Consent Judgment at Appendix F. Notwithstanding the list at Appendix F, any other Site or portion of a Site that qualifies under the first sentence of this definition may utilize the Sewer Protocol for the remediation of such Site or portion thereof, as applicable.

"Site" shall mean a Known CCPW Site or Newly Discovered Site, as the context indicates or requires. The term "Site" followed by a number shall refer to the corresponding numbered site appearing on the numbered list of CCPW Sites maintained by the Department, the most recent version of which is attached to this Consent Judgment as Appendix D.

"State" shall mean the State of New Jersey.

"Technical Requirements for Site Remediation" shall mean the New Jersey Department of Environmental Protection regulations codified at N.J.A.C.7:26E.

"Turnpike Sites" shall mean Sites 20, 21 and 192.

IV. SETTLING DEFENDANTS' SITE REMEDIATION

5. Remedial Responsibility. Subject to the specific provisions set forth elsewhere in this Consent Judgment, the Settling Defendants accept responsibility for the remediation of CCPW on the Known CCPW Sites other than the three Turnpike Sites.

A. Each Settling Defendant shall only be liable to Remediate those Orphan Sites it accepts as specified in the allocation in Appendix A, and shall provide financial assurances to DEP (subject to Paragraph 9 below) for those Orphan Sites for which it has accepted responsibility.

B. To the extent an Orphan Site is identified on Exhibit A as a Site assigned to both Honeywell and PPG, Honeywell and PPG may elect to retain contractors jointly to implement the Remediation or otherwise comply with the terms of this Consent Judgment or alternatively may elect to identify one Company that will serve as lead Company for implementing the Remediation and otherwise complying with the terms of this Consent Judgment. Honeywell and PPG shall proceed jointly to perform their Remediation at Sites for which they share responsibility unless and until the two Companies notify the Department in writing of an alternative arrangement, which may include a reallocation of responsibility for Sites between Honeywell and PPG as long as each Site has an assigned Settling Defendant. As between them,



Honeywell and PPG shall each bear 50% of the costs of Remediation under this Consent Judgment associated with any Site assigned to both Honeywell and PPG. As provided in Section X, each Settling Defendant shall receive a covenant not to sue from DEP as set out in Appendix C, and a covenant not to sue from DEP and a release from the other Settling Defendants, as to those Orphan Sites accepted by the other Settling Defendants, within 30 days of the entry of this Consent Judgment.

C. Upon completion of Remediation of CCPW at any Known CCPW Site or Area of Concern at such Site by a given Settling Defendant, subject to any required post-Remediation monitoring and maintenance, the Settling Defendant(s) that conduct(s) the satisfactory Remediation of such Site(s) shall receive a Final Remediation Document and a covenant not to sue pursuant to N.J.S.A. 58:10-13B.1 ("Statutory Covenant"), and, if applicable, proof of completion as provided in paragraph 23.G. below.

6. Remediation Limited to CCPW. At any Site for which a Settling Defendant has accepted remedial responsibility, that Settling Defendant's remedial responsibility shall be limited to CCPW, and shall not extend to other hazardous substances, solid or hazardous wastes, chemicals, pollutants, or historic fill, unless DEP can demonstrate that the Settling Defendant was an owner, operator or in any other way responsible for the hazardous substances other than CCPW on the Site. Prior to the

Execution Date, the Department has not identified any Orphan Site it believes falls into the owner/operator/any other way responsible category and represents hereby that to the best of its knowledge, information or belief as of the Execution Date, no such Orphan Site exists. To the extent that the remediation of CCPW at a Site requires the remediation of other hazardous substances that are commingled with the CCPW, the Settling Defendant accepting responsibility for the Site shall also remediate the hazardous substances commingled with the CCPW, but only as necessary to remediate the CCPW, and the Settling Defendants expressly reserve all rights they may have against any third parties with respect to such commingled substances.

7. **Geographic Scope of Responsibility at Sites.** At any Site for which a Settling Defendant accepts remedial responsibility, the responsibility to Remediate such Site shall be limited to the property boundaries of the Site itself, and shall not extend onto neighboring properties unless: (a) CCPW has been placed on or migrated from the Site in such a manner as to extend beyond a property boundary; (b) groundwater contaminated with chromium associated with CCPW placed on the Site is migrating from the Site; or (c) surface water or other erosion caused the CCPW to migrate onto a neighboring site. Discovery of CCPW on a neighboring property or area beyond a property boundary shall not be presumed to be part of the original Site unless one or

more of the circumstances enumerated in (a), (b) or (c) above are shown to exist. In the absence of such circumstances, such area shall be deemed a Newly Discovered Site.

A. Sewer Sites. A Settling Defendant accepting responsibility for a Sewer Site shall be responsible for the remediation of CCPW used as bedding or fill for the sewer line (and any groundwater contamination associated with such use of CCPW as bedding or fill), but shall not be responsible for other areas of contamination that may be present on the properties across which the sewer line runs.

B. Migration to Water Bodies. A Settling Defendant accepting or that has accepted responsibility for a Site from which releases of CCPW or chromium contaminated groundwater has or may have occurred from the Site to the Hackensack River, the Newark Bay, or the Passaic River shall investigate any such releases and shall have remedial responsibility to prevent continued releases to the water body. Remediation of sediments in the main stems of the Hackensack River, Newark Bay, or the Passaic River shall not be the subject of this Consent Judgment or any Existing ACO, and DEP reserves all of its rights to take any action it deems appropriate with respect to such Remediation and the Settling Defendants reserve any and all rights and defenses to such action. Notwithstanding the above, swales, tributaries or drainage ditches on the Site leading into the

main stems of the water bodies named above shall be considered within the scope of the required Remediation. Each Existing ACO is deemed modified to reflect the foregoing provision.

C. **Newly Discovered Sites.** Newly Discovered Sites are beyond the scope of this Consent Judgment, and DEP agrees that the Settling Defendants shall not be required to Remediate Newly Discovered Sites pursuant to this Consent Judgment. DEP and the Settling Defendants reserve all rights and defenses each might have regarding responsibility for such sites, provided however, that in the event DEP and one or more of the Settling Defendants subsequently reach agreement by which such Settling Defendant(s) accept remedial responsibility for any Newly Discovered Site, such Site can be incorporated into and governed by the terms of this Consent Judgment upon the written agreement of the Settling Defendant(s) with which subsequent agreement has been reached.

8. **Sewer Protocol Governs Sewer Site Remediation.** Sites or portions of Sites that constitute a Sewer Site shall be remediated in accordance with the Sewer Protocol attached as Appendix B. The Sewer Protocol has been approved by Jersey City authorities.

9. **Financial Assurances.** The Companies shall provide evidence of Remediation funding sources to assure Remediation of the Sites as follows:

A. **Occidental Remediation Funding Sources.** The financial assurance provisions in the Occidental ACO (Section V., Paragraphs A.57 through 61) shall apply as the Remediation funding source for the Occidental Sites. The Department agrees that the type and amount of such financial assurance complies with and is sufficient under the Administrative Requirements for the Remediation of Contaminated Sites and the Technical Requirements for Site Remediation as a Remediation funding source for the Occidental Sites. The Department further agrees that the annual cost review procedures required by the Administrative Requirements for the Remediation of Contaminated Sites at N.J.A.C. 7:26C-5.10 and 5.11 shall be deemed satisfied by compliance with paragraphs 62 and 63 of the OCC ACO regarding "Project Cost Review".

B. **PPG Remediation Funding Source.** The financial assurance provisions in the PPG ACO (Section VIII, Paragraphs 84 through 88) shall apply as the Remediation funding source for the PPG Sites and for 50% of the estimated remedial costs for those Sites that are shared jointly between Honeywell and PPG. The Department agrees that the type and amount of such financial assurance complies with and is sufficient under the Administrative Requirements for the Remediation of Contaminated Sites and the Technical Requirements for Site Remediation as a Remediation funding source for the PPG Sites.

C. **Honeywell Remediation Funding Sources.** Within ninety (90) calendar days after a remedy has been selected for a Honeywell Site, Honeywell shall establish a Remediation funding source equal to the estimated cost of the selected remedy. The Remediation funding source established by Honeywell under this Paragraph shall be in accordance with the Department's regulations codified at N.J.A.C. 7:26C-5, or, alternatively, in accordance with any federal court order governing the performance of any remedial action at any Honeywell Site that is subject to both Departmental and federal court oversight of remedial actions. For those sites for which Honeywell and PPG jointly share responsibility, any such Remediation funding source established by Honeywell shall be equal to 50% of the estimated cost of the selected remedy.

(i) **Modification of Paragraph 35 of the Honeywell ACO.** Paragraph 35 of the Honeywell ACO shall be deleted and replaced, in its entirety, with the following language: "Upon receipt of the Department's written approval of remedial action plans for the Sites, Allied (Honeywell) shall implement the Department-approved remedial actions for the Sites."

(ii) **Deletion of Other Paragraphs of the Honeywell ACO.** The terms of Paragraph 9.C. of this Consent Judgment shall govern Honeywell's obligation to provide a Remediation funding

source for Honeywell Sites and Paragraphs 36, 37 and 53 through 58 of the Honeywell ACO shall be of no further force and effect.

D. Remediation Funding Source for Sewer Sites. The estimated costs of the implementation of those remedial actions set forth in Paragraphs B.1, B.2, or B.3 of the Sewer Protocol, as applicable, shall provide the basis for the establishment or calculation of the amount of any Remediation Funding Source to be established for any Sewer Site pursuant to Paragraph 9.C. of this Consent Judgment.

E. Surcharge Exemption. DEP acknowledges and agrees that the exemption at N.J.S.A. 58:10B-11.a.(3) applies to the financial assurance obligations at any and all Sites that the Settling Defendants, or any of them, agrees or has agreed to Remediate.

V. OTHER PARTIES' RESPONSIBILITY FOR CERTAIN SITES

10. Completed Remediation. The Department represents that it has determined Remediation related to chromium or CCPW is complete at Known CCPW Sites 138, 150, 152, 162, 175 and 177 to the least restrictive cleanup standards or criteria as governed by the Technical Requirements for Site Remediation and that no further remedial action is required. DEP shall provide releases and covenants not to sue (in the form set out at Appendix C) to the Settling Defendants with respect to these Sites within 30

days of the entry of this Consent Judgment as provided in Section X below. At such time as said covenants not to sue are issued, Settling Defendants and Related Parties shall further be entitled to statutory and contractual contribution protection as set forth in Section XV below.

11. **Turnpike to Accept Turnpike Sites.** DEP shall require the New Jersey Turnpike Authority to Remediate Sites 20, 21, and 192 in accordance with all applicable laws and regulations, including the Technical Requirements for Site Remediation, to the extent that such Remediation is required, and shall provide releases and covenants not to sue (in the form set out at Appendix C) to the Settling Defendants with respect to these three sites within thirty (30) days of the entry of this Consent Judgment as provided in Section X below. The Settling Defendants and Related Parties shall be entitled to statutory and contractual contribution protection as set forth in Section XV below.

12. **Multi-contaminant Sites to be Remediated by Owner.** The Department agrees that the Companies shall not be required to Remediate the Multi-contaminant Sites pursuant to this Consent Judgment. To the extent that any further Remediation of CCPW, other material containing CCPW, chromium, or chromic acid is deemed necessary by the Department under applicable laws at any Multi-contaminant Site, at any time now or in the future, the



Department will require such Remediation from the site owners or other persons or entities who may be responsible under the Spill Act ("Responsible Parties") and will not proceed against the Companies, or any of them and actions against Honeywell, Occidental and PPG shall be limited to suits by such Responsible Parties. Notwithstanding the foregoing, nothing in this Paragraph shall affect the rights, if any, of such Responsible Parties to proceed against the Companies for contribution, and the Multi-contaminant Sites are excluded from the scope of contribution protection provided in Section XV. Also notwithstanding the above, if no viable responsible party exists that voluntarily or by court order will Remediate or pay for the Remediation of a Multi-contaminant Site, the Plaintiffs reserve the right to seek Remediation of CCPW at that Multi-contaminant Site by one or more of the Companies. The Companies reserve all rights to contest the Plaintiffs' attempt to secure such Remediation.

13. Liberty State Park. The Settling Defendants' payment of Past Cleanup and Removal Costs under Paragraph 17 below includes but is not limited to payment for Past Cleanup and Removal Costs at Liberty State Park. The Department represents that Liberty State Park has been Remediated by the Department in accordance with all applicable laws and regulations, including the Technical Requirements for Site Remediation. Notwithstanding

the above representation, DEP agrees to undertake at its own expense, if necessary, additional Remediation of: (i) the CCPW contamination at Liberty State Park known as of the Effective Date of this Consent Judgment based on DEP's work at the site or other information available; and (ii) the CCPW contamination that would have been identified to DEP based on a response action conducted pursuant to the Technical Requirements for Site Remediation prior to the Effective Date. DEP shall provide within 30 days of the entry of this Consent Judgment a covenant not to sue (in the form set out at Appendix C) for all Future Cleanup and Removal Costs arising out of CCPW at Liberty State Park to the Settling Defendants as provided in Section X and in accordance with this paragraph.

14. The Settling Defendants' payment of Past Cleanup and Removal Costs under Paragraph 17 below includes but is not limited to payment for Past Cleanup and Removal Costs at Site 165 (Tempesta Site). DEP agrees to undertake at its own expense, if necessary, additional Remediation of CCPW at the Tempesta Site. Honeywell shall reimburse Plaintiff's future cleanup and removal costs at the Tempesta Site in an amount of up to one million dollars. DEP shall provide within 30 days of the entry of this Consent Judgment a covenant not to sue (in the form set out at Appendix C) for all Future Cleanup and Removal Costs arising out of CCPW at the Tempesta Site to the Settling

Defendants as provided in Section X and in accordance with this paragraph.

15. Colony Diner. DEP agrees that it will allow Honeywell to take over Remediation of the Colony Diner Site that was previously initiated by DEP. Without limitation of the foregoing, DEP will allow Honeywell to: (a) review all existing data with respect to pilot treatment studies conducted on the Site; (b) evaluate the data in selection of a remedial action; (c) complete the remedial evaluation process initiated by DEP; and (d) forebear in selection of a remedial action until Honeywell has completed its work. The terms of this Paragraph shall also apply to Known CCPW Sites 68, 69, and 130.

16. Completed Sites Requiring Additional Remediation. Following issuance of a Final Remediation Document for any Known CCPW Site, any future or additional Remediation of such Site shall be governed as follows: A. With respect to the Orphan Sites and ACO Sites (or any portion thereof) that have received a Final Remediation Document, in the event that DEP is permitted by law to require the Settling Defendant(s) to which the Site has been allocated pursuant to this Consent Judgment to perform additional Remediation of the CCPW contamination at or emanating from the Site, such Settling Defendant(s) agrees to conduct such additional Remediation as the Department, subject to Paragraph 27.B., is authorized to require.

B. Any site other than the Orphan Sites and ACO Sites that has received a Final Remediation Document and at which the Department is permitted by law to require additional Remediation of CCPW contamination, shall be designated a Newly Discovered Site and addressed in accordance with paragraph 7.C.

#### VI. PAYMENT OF COSTS

17. **Payment of Past Costs.** Within sixty (60) calendar days after the Effective Date, Honeywell, Occidental, and PPG will each severally pay the DEP Five Million Dollars (US) (\$5,000,000.00) for a total payment of \$15,000,000 in settlement of the Plaintiffs' claims for all Past Cleanup and Removal Costs. If payment by a Settling Defendant is not made by that time, Interest shall begin to accrue on the unpaid amount owed by such Settling Defendant which shall be the further responsibility only of the Settling Defendant that failed to timely submit payment.

18. The Settling Defendants shall pay the amounts specified in Paragraph 16 above by certified check made payable to the "Treasurer, State of New Jersey". The Settling Defendants shall mail or otherwise deliver the payment and payment invoice to the Section Chief, 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.

19. The covenants and releases contained in this Consent Judgment shall take effect as to a Settling Defendant upon the Plaintiffs receiving the payment the Settling Defendant is required to make pursuant to Paragraph 17 above, in full, and in the prescribed time and manner.

20. Excluding the Statutory Covenant(s) to be provided, the covenants and releases contained in this Consent Judgment extend only to the Settling Defendants' and the Related Parties, and not to any other person.

21. **Payment of Future Costs.** Within the time period prescribed in its Existing ACO, from the date that each Company receives from the Department a summary of costs in connection with the Department's oversight of Remediation at the Orphan Sites for which that Company has accepted responsibility under this Consent Judgment for a fiscal year or any part thereof, and provided that such costs are consistent with the Spill Act and the Technical Requirements for Site Remediation, each Company shall pay to the Department its Future Oversight Costs applicable to that Company's Orphan Sites. Payments will be made in the manner specified by that Company's Existing ACO. A summary of costs prepared by the Department pursuant to this Paragraph shall include cost documentation that verifies that

the claimed costs were incurred and that the amount of the costs was properly calculated and further shall include the amount, date, and entity or person to whom the costs were paid or by whom the costs were incurred. For those Orphan Sites for which Honeywell and PPG have jointly accepted responsibility under this Consent Judgment, the Department shall severally seek 50% of its Future Oversight Costs from Honeywell and 50% from PPG.

#### VII. REMEDIATION PROCEDURES

22. **Effect of Settlement.** The remedial procedures set forth herein, including the remedial, financial assurance, schedule development, and other obligations of the Settling Defendants and the oversight and supervision requirements of DEP, are material terms of this settlement. Pursuant to N.J.S.A. 58:10C-27(e), the remedial procedures and other terms set forth herein shall govern the remediation conducted by Settling Defendants at the Orphan and ACO Sites.

23. **Remediation Schedule and Submittal Process.**

A. **DEP Data.** Within sixty (60) calendar days after the Effective Date, the DEP will make available to each Company, as applicable, any and all data, sample results and reports generated by or on behalf of the DEP in connection with Remediation of each Orphan Site accepted by such Company to aid in preparation of appropriate Remediation submittals and in

setting forth the schedule and manner of proceeding to Remediate such Sites. The Companies may incorporate and utilize data, sample results and reports generated by DEP at the Orphan Sites in preparation of their Remediation submittals.

B. **Schedule Development.** Provided DEP has complied with Paragraph 23.A. above, then within one hundred fifty (150) calendar days after the Effective Date, each Settling Defendant shall separately submit to DEP for approval a Master Schedule for the Orphan Sites and ACO Sites for which it has accepted responsibility. Each Settling Defendant's Master Schedule shall establish Remediation timeframes, as applicable and appropriate, for each of the following:

- (a) Receptor evaluation;
- (b) Control of ongoing sources of contamination;
- (c) Establishment of interim remedial measures;
- (d) Addressing immediate environmental concern conditions;
- (e) The performance of each phase of the Remediation including preliminary assessment, site investigation, remedial investigation, and remedial action; and
- (f) Completion of Remediation.

Any disputes between DEP and the Company concerning the schedule shall be resolved in accordance with Paragraph 28 or 29.

C. **Effect of Prior Data on Schedule or Work.** DEP and the Settling Defendants recognize that DEP's previous investigations and actions at certain Orphan Sites and/or the current status of remediation at certain ACO Sites may make the conduct of one or

more of the activities set forth in Paragraph 23.B. above unnecessary at one or more such Sites. As a result, the Settling Defendants shall incorporate site data and information obtained from DEP pursuant to Paragraph 23.A. and the status of remediation at any ACO Site into the development of each Settling Defendant's Master Schedule. In developing the Master Schedule, each Settling Defendant shall take into account the following factors with respect to each Site for which it has accepted responsibility and DEP shall take account of the following factors in evaluating the Master Schedule:

- (a) the potential risk to the public health, safety, and the environment;
- (b) the results of any receptor evaluation;
- (c) the ongoing industrial or commercial operations at the Site and the need for coordination with same;
- (d) whether, for ongoing industrial or commercial facilities there are releases of contamination to the groundwater or surface water from the Site;
- (e) the complexity of the contaminated site;
- (f) the results of sampling data or other environmental information regarding the Site provided by DEP pursuant to Paragraph 23.A.;
- (g) the current remedial status of any ACO Site;
- (h) the number of sites to be remediated and practical limitations on implementing multiple simultaneous site remedies; and
- (i) schedules, requirements, or other obligations mandated by any federal court or agency judgment, order, or settlement.



D. Schedule Extensions.

(a) Each Settling Defendant may seek, and DEP shall grant, extensions to a Settling Defendant's Master Schedule as a result of:

- (i) a delay by DEP in reviewing or granting a permit, provided that there was a timely filing of a technically and administratively complete permit application; or
- (ii) a delay by DEP for an approval or permit required for long-term operation, maintenance, and monitoring of an engineering control at a Site provided the request for approval or permit application is technically and administratively complete;
- (iii) a delay by any governmental agency in providing any required permit or approval under the jurisdiction of such agency relating to remedial activity provided that there was a timely filing of a technically and administratively complete permit or approval application;
- (iv) other circumstances beyond the control of the Settling Defendant, such as fire, flood, riot, strike, or other force majeure circumstances as set forth in each Settling Defendant's Existing ACO; and
- (v) Dispute resolution.

(b) Each Settling Defendant may seek, and DEP may grant, extensions to a Settling Defendant's Master Schedule as a result of:

- (i) a delay in obtaining access to property, provided the Settling Defendant demonstrates that good faith efforts have undertaken to gain access, and access has not timely been granted by the property owner;
- (ii) efforts to minimize interference with operations, development, construction or demolition at a Site;
- (iii) efforts to cooperate with Site owners or other interested parties to coordinate remedial

activity with remediation or other Site work being implemented by such owners or interested parties;

- (iv) unexpected site preparation activities to ready a site for Remediation including, by way of example, relocation of underground utilities;
- (v) Site specific circumstances that may warrant an extension as determined by DEP, including any change recommended or approved by a federal court (or agent thereof) or agency for those Sites that are the subject of federal court or agency oversight or supervision.

(c) The length of any extension proposed by a Settling Defendant pursuant to paragraphs 23.D. (a) or (b) above shall be subject to consent by DEP, which consent shall not be unreasonably withheld.

E. **Site Remediation Documents.** In the development of a Master Schedule, each Settling Defendant shall, at a minimum, provide for the submission of the following documents to DEP for additional review and auditing pursuant to N.J.S.A. 58:10C-21.

- (a) A Remedial Investigation Report for each CCPW Site for which the Settling Defendant has accepted responsibility unless the Settling Defendant has previously submitted a Remedial Investigation Report to DEP or the Settling Defendant determines that DEP's previous remedial investigation at an Orphan Site provides a sufficient basis to proceed with remedial action selection.
- (b) A Remedial Action Selection Report and Remedial Action Work Plan for each CCPW Site for which the Settling Defendant has accepted responsibility unless such documents have previously been submitted to DEP.
- (c) A Remedial Action Report.

Each such submittal shall be provided to DEP.

F. Election of Review Procedures. Upon submission of the Master Schedule each Settling Defendant shall elect for each Site a remediation review procedure from those set forth in paragraphs 24, 25 or 26 below to be applied to each such Site or Sites. Requests by a Settling Defendant to change the review procedure initially elected for a Site shall be submitted to DEP in writing and subject to the consent of DEP, which consent shall not be unreasonably withheld.

G. Proof of Completion. Upon completion of Remediation at a Site, DEP shall issue to the Settling Defendant(s) responsible for Remediating such Site as applicable to the review procedure elected for such Site: (a) an NFA Letter, provided the DEP determines that the completed remediation is protective of public health and the environment; or (b) a letter stating that the remediation requirements for the Site have been satisfied under this Consent Judgment, within ninety (90) days of Settling Defendant's submission of final documentation related to the complete remediation for the Site.

24. Heightened DEP Review. DEP Review of Submittals. In the development of a Master Schedule, each Settling Defendant shall provide a period of 90 days for the DEP to review each document submitted pursuant to the Master Schedule. In conducting its review, DEP shall advise whether or not the submittal complies with this Consent Judgment and the Technical Requirements for

Site Remediation, and if not, the reasons therefore. If DEP's review is within the 90-day review period included in the Master Schedule, no modifications to the Master Schedule will be made in the absence of another basis for extension as allowed in this Consent Judgment. If DEP's review is greater than the 90-day review period included in the Master Schedule, the Master Schedule will be modified to account for the time DEP required to complete the review beyond the 90 day allowance. With respect to any submittal that DEP finds does not comply with this Consent Judgment or the Technical Requirements for Site Remediation, the relevant Settling Defendant shall: (a) modify the document in conformance with DEP's comments and re-submit the document for further review in accordance with this paragraph; (b) invoke the provisions of Paragraph 28; or (c) invoke dispute resolution to resolve any issues in dispute. For Sites at which remediation activities are proceeding under the direction of a Licensed Site Remediation Professional ("LSRP"), the Settling Defendant shall proceed with the course of remediation unless DEP has determined that the actions being taken or proposed by the Settling Defendant do not comply with this Consent Judgment or the Technical Requirements for Site Remediation. With respect to any LSRP submittal that DEP finds does not comply with this Consent Judgment or the Technical Requirements for Site Remediation, the relevant Settling

Defendant shall: (a) modify the actions being taken or proposed to be taken in conformance with DEP's comments; (b) invoke the provisions of Paragraph 28; or (c) invoke dispute resolution to resolve any issues in dispute. DEP's review of written submissions under and in compliance with this Consent Judgment shall be governed by the terms of this Consent Judgment and shall not be subject to, or governed by, the Grace Period Rule or the deadlines, fines, and/or penalties set forth therein. Each existing ACO is deemed modified to reflect the foregoing provision.

25. Election under Site Remediation Reform Act. Any Settling Defendant may elect to apply the remediation procedures otherwise set forth in N.J.S.A. 58-10C-1 et seq. in lieu of the procedures set forth in Paragraph 24 above, to any Orphan Site or ACO Site for which it has accepted responsibility by providing written notice of such election to DEP and by complying with the remediation procedures set forth therein or in regulations adopted pursuant thereto. The remaining provisions of this Consent Judgment shall continue to apply to such Site(s) notwithstanding said election. Upon providing written notice of such election, a Settling Defendant shall promptly revise its Master Schedule to reflect any changes necessary to comply with the remediation procedures set forth in the Site Remediation Reform Act.

26. Election under PPG Consent Judgment. Any Settling Defendant may elect to apply the remediation procedures set forth in Articles XV to XVIII of the PPG Consent Judgment in lieu of the procedures set forth in Paragraph 24 above, to any Orphan Site or ACO Site for which it has accepted responsibility, by providing written notice of such election to DEP and by complying with the remediation procedures set forth therein. The remaining provisions of this Consent Judgment shall continue to apply to such Site(s) notwithstanding said election, but in the case of any inconsistency between this Consent Judgment and the PPG Consent Judgment, the PPG Consent Judgment shall govern. PPG has already made this election for the PPG ACO Sites and the following Orphan Sites: 174, 186, 202, 203, 204 and 207. Upon providing written notice of such election, a Settling Defendant shall promptly revise its Master Schedule to reflect any changes necessary to comply with the remediation procedures set forth in the PPG Consent Judgment.

27. Remediation Standards.

A. February 2007 Chrome Policy. For each CCPW Site at which it has accepted responsibility, a Settling Defendant shall conduct remediation of CCPW in accordance with the Technical Requirements for Site Remediation and with DEP's February 2007 Chrome Policy. To the extent that DEP determines that it is appropriate to change remediation guidance set forth in the

February 2007 Chrome Policy or to add or change soil or groundwater standards with respect to chromium, such changes shall apply to CCPW Sites only after formal rulemaking with an opportunity for notice and comment, and, in the case of any change in chromium soil or groundwater standards, such rulemaking shall consider the review of scientific studies and literature currently being conducted by the United States Environmental Protection Agency under its IRIS program as well as other scientific studies conducted in response to the National Toxicity Program's (NTP) study on hexavalent chromium. In the event that (i) DEP changes the February 2007 Chrome Policy without engaging in formal rulemaking or (ii) DEP changes soil or groundwater standards for chromium without engaging in formal rulemaking that considers the results of EPA's IRIS chromium review, a Settling Defendant may elect to perform such further remedial action as may be required under the Department's Order of Magnitude Guidance at any CCPW Site or terminate any remaining remedial obligations at any CCPW Site(s) for which it has not received a Final Remediation Document or implemented a final remedy. DEP and the Settling Defendant shall reserve all rights, claims, and defenses against each other with respect to any CCPW Site or Sites for which a Settling Defendant has terminated its obligations pursuant to this Paragraph.

B. Order of Magnitude Guidance. In the event that DEP changes soil or groundwater standards for chromium in accordance with the requirements of Paragraph 27.A., upon request by the DEP, the Department's Order of Magnitude Guidance shall be applied to the CCPW Sites to determine whether further remedial actions are necessary.

- (a) In applying the Order of Magnitude Guidance to any CCPW Site with an existing Final Remediation Document or final remedy, a Settling Defendant shall compare all post-remediation analytical results for hexavalent chromium to the new standard.
- (b) If the comparison in (a) above reveals an order of magnitude difference between any post remediation analytical results for hexavalent chromium and the new standard, a Settling Defendant will thereafter evaluate the continued effectiveness of the remedy against the new standard.
- (c) If further remedial action is required at a CCPW Site pursuant to the results of such evaluation and the Order of Magnitude Guidance, a Settling Defendant shall proceed to Remediate in accordance with the procedures set forth in Paragraphs 23.A. through 23.G.

28. Forum for Technical Discussion. DEP shall make its senior staff, including but not limited to the Assistant Commissioner for Site Remediation, available to meet with the Settling Defendants no later than six weeks from the Effective Date of this Consent Judgment, and thereafter as warranted, to discuss technical issues that could include, but not be limited to: (i) use of compliance averaging for inhalation and ingestion endpoints; (ii) methods for approval and implementation of



Alternate Remedial Standards (ARSS) for CCPW in soils (including a soil ingestion ARS); (iii) methods for approval and implementation of ARSS for groundwater; (iv) analytical methods and data validation, including Method Comparison Study results; (v) groundwater classification and appropriate use of impact to groundwater standards; vi) NTP chromium study results; and (vii) development of or revision to any Master Schedule created pursuant to Paragraph 23.A.

#### VIII. DISPUTE RESOLUTION

29. Adoption of Dispute Resolution Procedure. Without limitation to use of the forum provided by Paragraph 28, above, in the event a dispute arises between the Settling Defendants and DEP on technical matters, the Settling Defendants may appeal any decision of DEP's initial decisionmaker through his or her supervisory chain of command to a panel of DEP assistant directors selected by the Assistant Commissioner for Site Remediation.

#### IX. TERMINATION OF LITIGATION

30. Termination of Litigation. The PPG Consent Judgment and this Consent Judgment resolve, settle, and satisfy all claims between the Plaintiffs and the three Settling Defendants in New Jersey Department of Environmental Protection, et al. v. Honeywell International Inc., et al., Docket No. C77-05, pending

in the Superior Court of New Jersey, Chancery Division, Hudson County (the "Litigation"), and shall result in a termination of the Litigation with prejudice. The Court shall retain jurisdiction to enforce the terms of this Consent Judgment, as further provided in Section XX below. DEP shall continue to enforce the terms of both the Consent Judgment and existing ACOs with the Settling Defendants.

31. Existing ACOs.

A. Effect of Consent Judgment. Each Company shall be individually and severally responsible for Remediation of the ACO Sites identified under its Existing ACO, which will continue to govern Remediation of such Sites. Except as expressly modified by the terms of this Consent Judgment, and subject to the right of election set forth in paragraphs 25 and 26, each Existing ACO shall remain in full force and effect and the terms of each are considered a part of this Consent Judgment as to such Sites. Subject to the right of election set forth in Paragraphs 25 and 26, Remediation of the Orphan Sites shall be governed exclusively by this Consent Judgment.

B. Specific Modifications. Without limitation of the foregoing and notwithstanding modifications to existing ACOs expressly made elsewhere in this Consent Judgment, the following additional modifications to Existing ACOs shall be deemed made hereby:

As to the Honeywell ACO: Paragraphs 1 through 18, 37 through 39, 42 through 52, 59 through 70, 72 through 92 and 94 through 110 shall continue in full force and effect. All remaining paragraphs are deemed null and void.

As to the OCC ACO: Paragraphs 1 through 24, 57 through 71, 75, 77, 79 through 84, 87, 90, 93, 99 through 106 and 108 through 110 shall continue in full force and effect. All remaining paragraphs are deemed null and void.

As to the PPG ACO Paragraphs 1 through 33, 84 through 88, 94 through 102, 106, 108, 110 through 115, 118, 121, 124, 131 through 132, and 134 through 137 shall continue in full force and effect. All remaining paragraphs are deemed null and void.

32. **Settlement Benefits.** This Consent Judgment inures to the benefit of the State and the Settling Defendants and to the benefit of the Settling Defendants' indemnitors and indemnitees, and the direct, indirect and ultimate parents, subsidiaries and affiliates of any of them (Related Parties) to the extent that the alleged liability of the Related Party with respect to a site is based on its capacity as a Related Party of one of the Settling Defendants, and not to the extent that the alleged liability of the Related Party arose independently of its status and capacity as the Related Party of one of the Settling Defendants. Nothing herein shall in any way change or modify

the November 7, 2003, Restoration Administrative Consent Order ("RACO").

X. RELEASE AND COVENANT NOT TO SUE

33. **Release by Plaintiffs.** For and in consideration of the payments and performance requirements set forth in this Consent Judgment, the Plaintiffs fully and forever release, surrender, acquit, discharge, covenant not to sue, or otherwise agree not to take administrative action against any of the Releasees for any and all of the Plaintiffs' claims and causes of actions as a result of alleged discharges of CCPW at each of the following Sites:

The Turnpike Sites;

Known CCPW Sites 150, 152, 162, 175 and 177;

Each Orphan Site, excluding as to each Company only those Orphan Sites for which such Company has accepted responsibility on Appendix A;

Liberty State Park, provided, however, that if the Department determines that it is necessary to implement Remediation after the Effective Date at Liberty State Park as a result of a discharge of CCPW, this Release applies only to costs arising out of such Remediation to the extent that such Remediation addresses :(i) the CCPW contamination at Liberty State

Park known as of the Effective Date based on the Department's work at the Liberty State Park or other information available; or (ii) the CCPW contamination that would have been identified to the Department based on Remediation conducted in accordance with the Technical Requirements for Site Remediation prior to the Effective Date.

Notwithstanding anything to the contrary in this Paragraph, the Plaintiffs do not release, surrender, acquit, discharge, covenant not to sue, or in any way waive or forego any claims or causes of action against a Company to enforce this Consent Judgment or to seek redress for any breach of this Consent Judgment.

34. **Covenant Not to Sue.** Within thirty (30) days after the Effective Date, the Department will provide to each Company a Covenant Not to Sue in the form set forth in Exhibit C ("Covenant Not to Sue") as to each of the following Known CCPW Sites:

The Turnpike Sites;

Known CCPW Sites 150, 152, 162, 175 and 177;

Each Orphan Site, excluding as to each Company only those Orphan Sites for which such Company has accepted responsibility on Appendix A;

Liberty State Park, provided, however, that if the Department determines that it is necessary to implement additional Remediation at Liberty State Park as a result of a discharge of CCPW, the Covenant Not to Sue applies only to all future costs arising out of CCPW for : (i) the CCPW contamination at Liberty State Park known as of the Effective Date based on the Department's work at the Liberty State Park or other information available; and (ii) the CCPW contamination that would have been identified to the Department based on a Remediation conducted in accordance with the Technical Requirements for Site Remediation. Notwithstanding anything to the contrary in this Paragraph, the Department does not covenant to forego the initiation of or continuance of litigation against any Company to enforce this Consent Judgment or to seek redress for a breach of this Consent Judgment

35. **Release Among the Companies.** For and in consideration of the allocation of payments and performance requirements set forth in this Consent Judgment, each Company (the "Releasing Company") on behalf of itself, and its Related Parties, fully and forever releases, surrenders, acquits, discharges, covenants not to sue, or otherwise take action against each other Releasee, for any and all claims and causes of action as a

result of alleged discharges of CCPW at each of the Releasing Company's Existing ACO Sites and Orphan Sites that it has agreed to remediate. Notwithstanding anything to the contrary in this Paragraph, each Company and its Related Parties do not release, surrender, acquit, discharge, covenant not to sue, or in any way waive or forego any claims or causes of action against any other Company or any other Releasee (a) to enforce this Consent Judgment or to seek redress for any breach of this Consent Judgment or (b) related to the presence, migration, investigation or remediation of any hazardous substance, pollutant or contaminant in the Passaic River, Newark Bay, the Hackensack River, or tributaries thereof (except as required in accordance with Paragraph 7) or natural resource damages arising there from. The releases among Settling Defendants provided in this Paragraph shall become effective when each Covenant Not to Sue and release from Plaintiffs become effective and not sooner.

#### XI. PLAINTIFFS' RESERVATIONS

36. Except as otherwise provided in this Consent Judgment, the Plaintiffs reserve, and this Consent Judgment is without prejudice to, the Plaintiffs' right to sue or take administrative action to compel the Settling Defendants to further remediate CCPW at any Orphan Site, or to reimburse the

Plaintiffs for any additional costs and damages, if, before a Final Remediation Document is issued to the Settling Defendants:

- i. plaintiff DEP discovers conditions at the Site, previously unknown to plaintiff DEP; or
- ii. plaintiff DEP receives information, previously unknown to plaintiff DEP, in whole or in part; and

these previously unknown conditions or information, together with any other relevant information, indicate that the Remediation for the Site is not protective of human health and safety, or the environment.

37. Except as otherwise provided in this Consent Judgment, the Plaintiffs reserve, and this Consent Judgment is without prejudice to, the Plaintiffs' right to sue or take administrative action to compel the Settling Defendants to further remediate CCPW at any Orphan Site, or to reimburse the Plaintiffs for any additional costs and damages, if, after a Final Remediation Document is issued to the Settling Defendants:

- i. plaintiff DEP discovers conditions at the Site, previously unknown to plaintiff DEP; or
- ii. plaintiff DEP receives information, previously unknown to plaintiff DEP, in whole or in part; and

these previously unknown conditions or information, together with any other relevant information, indicate that the



Remediation is not protective of human health and safety, or the environment.

38. For the purposes of Paragraph 36, the information and the conditions known to the Plaintiffs shall include only the information and conditions known to the Plaintiffs as of the date of the Final Remediation Document.

39. For the purposes of Paragraph 37, the information and the conditions known to the Plaintiffs shall include only the information and conditions known to the Plaintiffs as of the date of the Final Remediation Document, and any information received by plaintiff DEP pursuant to the requirements of this Consent Judgment and any administrative consent order before the date of the Final Remediation Document.

40. The covenants contained in the Consent Judgment 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 Defendants concerning all other matters, except to the extent that such rights are settled or released independent of this Consent Judgment (such as pursuant to the RACO among the Parties of November 7, 2003), including the following:

- a. claims based on the Settling Defendants' failure to satisfy any term or provision of this Consent Judgment;

- b. liability arising from the Settling Defendants' past, present or future discharge or unsatisfactory storage or containment of any hazardous substance outside any Site;
- c. liability for any future discharge or unsatisfactory storage or containment of any hazardous substance by the Settling Defendants at any Site, other than as provided for in any administrative consent order or as otherwise ordered or approved by plaintiff DEP;
- d. criminal liability;
- e. liability for any violation by the Settling Defendants of federal or state law that occurs during or after the remediation of any Site;

XII. SETTLING DEFENDANTS' COVENANTS

41. The Settling Defendants covenant 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 Defendants, in writing, that they no longer support entry of the Consent Judgment.

42. The Settling Defendants further covenant, subject to Paragraphs 44 and 45 below, not to sue or assert any claim or cause of action against the State, including any department,

agency or instrumentality of the State, excluding the New Jersey Turnpike Authority, concerning CCPW at any Orphan or ACO Site.

This covenant shall include the following:

- a. any direct or indirect claim for reimbursement from the Spill Compensation Fund ("Spill Fund") concerning any Site; and
- b. any claim or cause of action concerning the remediation of any Orphan or ACO Site, including plaintiff DEP's selection, performance or oversight of the Remediation, or plaintiff DEP's approval of the plans for the Remediation so long as DEP's actions are in compliance with applicable law and the terms of this Consent Judgment.

43. The Settling Defendants' covenant not to sue or to assert any claim or cause of action against the State pursuant to Paragraph 42 above shall not be effective until Plaintiffs' covenants and releases are effective as to such Settling Defendant and further do not apply where the Plaintiffs, the State, or any department, agency or instrumentality of the State sues or takes administrative action against the Settling Defendants pursuant to Section XI above.

#### XIII. SETTLING DEFENDANTS' RESERVATIONS

44. The Settling Defendants reserve, and this Consent Judgment is without prejudice to, (a) 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, (b) any claim to enforce this Consent Judgment; or (c) any claim challenging any legislative or administrative rule-making by the State. 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 any Site include plaintiff DEP's selection and performance of the remediation, or plaintiff DEP's oversight or approval of the Settling Defendants' plans or activities relating to the remediation. The foregoing applies only to claims that the Settling Defendants 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.

45. 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.

XIV. VOLUNTARY NATURE OF SETTLEMENT; NO ADMISSIONS

46. (a) Nothing contained in this Consent Judgment shall be considered an admission by the Settling Defendants, or a finding by the Plaintiffs, of any fault, fact, wrongdoing or liability by any of the Parties.

(b) This Consent Judgment has been voluntarily entered by the Parties and constitutes a document evidencing settlement of litigated claims pursuant to state and federal rules of evidence.

XV. EFFECT OF SETTLEMENT & CONTRIBUTION PROTECTION

47. 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 other than Related Parties as provided in Paragraph 31 above. 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.

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

49. Contribution Protection

A. **Statutory Contribution Protection.** 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 Defendants and Related Parties from contribution actions or claims for Cleanup and Removal Costs as a result of a discharge of CCPW, at the Known CCPW Sites (exclusive of the Multi-contaminant Sites). The Parties agree, and by entering this Consent Judgment this Court finds, that each Settling Defendant and each of their respective Related Parties is entitled, upon the Effective Date, subject to the Plaintiffs' receipt of payment from such Settling Defendant of the amount such Settling Defendant is required to make pursuant to Paragraph 17 above, to protection from contribution actions or claims for matters addressed in this Consent Judgment in accordance with N.J.S.A. 58:10-23.11f.a.(2)(b) and 42 U.S.C.A. § 9613(f)(2).

B. **Contractual Contribution Protection.** It is the further intent of the State and the Companies and is so ordered by the Court that by entering into this Consent Judgment the Releasees shall be protected to the greatest extent possible from any contribution claim a third party may assert to the extent the claim arises from any judgment entered in favor of the State in any civil or administrative action the State brings to recover for Cleanup and Removal Costs at the Known CCPW Sites, exclusive of the Multi-contaminant Sites. The State further agrees that the Past Cleanup and Removal Costs payments made and costs incurred for work performed pursuant to this Consent Judgment constitute the Releasees' full and fair share of any claim or cause of action possessed by the State for the matters addressed herein. The State further agrees that Past Cleanup and Removal Costs payments made and costs incurred for work performed pursuant to this Consent Judgment do not discharge any other potentially liable persons, but such payments and costs reduce the potential liability of the others by the amount of the Past Costs payments and other costs incurred. Further, the State agrees that it will not oppose any motion or application by the Releasees in any subsequent action in which the Releasees seek the contribution protection that this Settlement Agreement is intended to provide. The State agrees that it will require in any future settlement agreement

that it reaches with any other person or entity regarding cleanup and removal at the Known CCPW Sites, or any of them, (exclusive of the Multi-contaminant Sites) a provision that such person or entity will not seek and by such future settlement agreement thereby waives all rights of contribution from the Releasees for the payment made and/or costs incurred there under. As the Past Cleanup and Removal Costs payments being made and costs for work performed in accordance with this Consent Judgment fully reimburse and/or satisfy the State for its claim for all Past and Future Cleanup and Removal Costs resulting from the discharges of CCPW, at the Known CCPW Sites and subject to the State's rights under this Consent Judgment or any Existing ACO to Future Oversight Costs, the State further agrees that if the State commences litigation against any other person or entity for Future Cleanup and Removal Costs resulting from discharges at any of the Known CCPW Sites (exclusive of the Multi-contaminant Sites), and if, despite the contribution protection afforded in accordance with this Consent Judgment, the Releasees are joined in that action, the State will amend its complaint to exclude claims for CCPW, related Past and Future Cleanup and Removal Costs (except as to Future Cleanup and Removal Costs at the Multi-contaminant Sites). The State further agrees that with respect to any such suit it will notify



the Companies in writing no later than 60 days after the initiation of such suit.

50. In order for the Settling Defendants 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 June 20, 2011, 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. a description of the sites being settled;
- c. the names of the Settling Defendants; and
- d. a summary of the terms of the Consent Judgment.

51. The Settling Defendants also published legal notices in three newspapers of general circulation in Hudson and Essex Counties for a period of three days, which notices contained the following information:

- a. a description of the sites being settled;
- b. the name of each Settling Defendant;
- c. a summary of the terms of this Consent Judgment;  
and
- d. the date public notice was published in the New Jersey Register.

52. 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 50 above.

53. The Plaintiffs will submit this Consent Judgment to the Court for entry pursuant to Paragraph 69 below unless, as a result of the notice of this Consent Judgment pursuant to Paragraphs 50 and 51 above, the Plaintiffs receive information that discloses facts or considerations that indicate to them, in their sole discretion, that this Consent Judgment is inappropriate, improper or inadequate. In the event Plaintiffs so determine that this Consent Judgment is inappropriate, improper or inadequate prior to its entry by the Court, this Consent Judgment is voidable at the sole discretion of any Party and the terms of the agreement set forth in this Consent Judgment may not be used as evidence in any litigation between the Parties.

54. In any subsequent administrative or judicial proceeding initiated by the Plaintiffs for injunctive relief, recovery of costs and/or damages, or other appropriate relief concerning any Site, the Settling Defendants shall not assert, and may not maintain, any defense or claim as to Plaintiffs 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 the Plaintiffs raise in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this Paragraph affects the enforceability of this Consent Judgment, or any provision hereof, by, between or among the Parties.

#### XVI. ACCESS TO INFORMATION

55. Upon receipt of a written request by one or more of the Plaintiffs, and subject to Paragraph 56 below, the Settling Defendants shall submit or make available to the Plaintiffs all non-privileged information the Settling Defendant has concerning the Site for which information is requested, including technical records and contractual documents.

56. The Settling Defendant may assert a claim of confidentiality or privilege for any information requested by 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.

XVII. RETENTION OF RECORDS

57. Each Settling Defendant shall preserve during the pendency of this Consent Judgment and for a minimum of 6 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 relate to implementation of Work under this Consent Judgment, despite any document retention policy to the contrary.

58. After the 6-year period specified in Paragraph 57 above, a 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. In the event Plaintiffs require preservation of certain documents for a longer period, Settling Defendants may deliver to Plaintiffs for preservation documents required to be kept for more than 6 years.

XVIII. NOTICES, SUBMISSIONS AND MODIFICATIONS

59. 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:

Leonard Romino, Assistant Director  
Site Remediation Program  
New Jersey Department of Environmental Protection  
401 E. State St.  
P.O. Box 420, 401-05D  
Trenton, NJ 08625-0420

As to Honeywell:

John Morris  
Honeywell International Inc.  
101 Columbia Road  
Morristown, NJ 07962

and

Thomas Byrne, Esq.  
Honeywell International Inc.  
101 Columbia Road  
Morristown, NJ 07962

As to Occidental:

David Rabbe, President  
Tierra Solutions, Inc.  
2 Tower Center Boulevard, Floor 10  
East Brunswick, NJ 08816

and

Lori A. Mills, Esq.  
Drinker Biddle & Reath  
105 College Road East, Suite 300  
Princeton, NJ 08540

As to PPG Industries Inc:

Steven F. Faeth, Senior Counsel - EHS  
PPG Industries Inc.  
One PPG Place, 39<sup>th</sup> Floor  
Pittsburg, PA 15272

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

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

62. 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.

63. All notices or other documents the Settling Defendants are required to submit to the Plaintiffs under this Consent Judgment shall, upon approval or modification by the Plaintiffs in accordance with this Consent Judgment, be enforceable under this Consent Judgment. All such approvals or modifications shall be in writing.

64. In the event the Plaintiffs approve or modify a portion of a notice or other document the Settling Defendants are required to submit under this Consent Judgment in accordance with this Consent Judgment, the approved or modified portion shall be enforceable under this Consent Judgment.

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

XIX. EFFECTIVE DATE

66. The Effective Date of this Consent Judgment shall be the date upon which this Consent Judgment is entered by the Court.

XX. RETENTION OF JURISDICTION

67. 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.

XXI. APPENDICES

68. The following appendices are attached to and incorporated into this Consent Judgment:

- a. "Appendix A" is the list of Orphan Sites.
- b. "Appendix B" is the Sewer Protocol.
- c. "Appendix C" is the Covenant Not to Sue form.
- d. "Appendix D" is the Most Recent List of Known CCPW Sites.
- e. "Appendix E" is the Chrome Policy.
- f. "Appendix F" is a List of Known Sewer Sites.

XXII. ENTRY OF THIS CONSENT DECREE

69. The Settling Defendants consent to the entry of this Consent Judgment without further notice, provided, however, that Plaintiffs shall provide notice of submission of this Consent Judgment to the Court in compliance with Paragraph 70 below.

70. Upon conclusion of the public comment period the Plaintiffs shall promptly submit this Consent Judgment to the Court for entry.

71. 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.

72. Liability of the Settling Defendants under this Consent Judgment is several only. Violation of this Consent Judgment or



any provision hereof by any Settling Defendant shall not be deemed a violation by any other Settling Defendant.

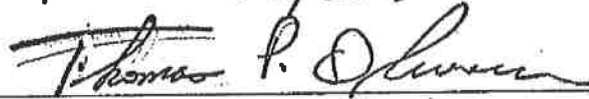
XXIII. SIGNATORIES/SERVICE

73. 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.

74. 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.

75. Each Settling Defendant and each Plaintiff 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 Judgment. The Settling Defendants and Plaintiffs agree 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 7<sup>th</sup> day of September 2011.



THOMAS P. OLIVIER, J.S.C.  
P.J. CH.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: David Sweeney  
David Sweeney, Assistant Commissioner, Site Remediation

Dated: 8/31/11

NEW JERSEY SPILL COMPENSATION FUND

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

Dated: 8/30/2011

PAULA T. DOW, ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Paula T. Dow  
Deputy Attorney General

Dated: 8/25/2011

For Occidental Chemical Corporation

By: Dennis F. Blake  
Dennis F. Blake, Senior Vice President - Business Analysis

Dated: August 16, 2011

Person Authorized to Accept Service on Behalf of

Name: Scott A. King

Title: Vice President and General Counsel

Address: Occidental Chemical Corporation  
5005 LBJ Freeway, Ste 1500, Dallas, TX 75244

Telephone No.: (972) 404-3800

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
David Sweeney, Assistant Commissioner, Site  
Remediation

Dated:

NEW JERSEY SPILL COMPENSATION FUND

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

Dated:

PAULA T. DOW, ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: \_\_\_\_\_  
Deputy Attorney General

Dated:

For PPG Industries, Inc.

By: John C. Richter  
John C. Richter, Vice President, EH&S

Dated:

August 26, 2011

Person Authorized to Accept Service on Behalf of

Name: Steven F. Faeth

Title: Corporate Counsel EH&S

Address: One PPG Place  
Pittsburgh, PA 15272

Telephone No.: (412) 434-3799

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
David Sweeney, Assistant Commissioner, Site  
Remediation

Dated:

NEW JERSEY SPILL COMPENSATION FUND

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

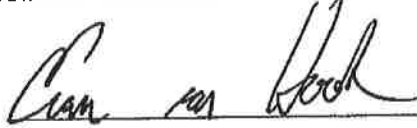
Dated:

PAULA T. DOW, ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: \_\_\_\_\_  
Deputy Attorney General

Dated:

HONEYWELL INTERNATIONAL INC.

By:  \_\_\_\_\_  
Evan Van Hook  
VP, Health, Safety, Environment & Remediation  
August 25, 2011

Dated:

Person Authorized to Accept Service on Behalf of

Name: Thomas Byrne

Title: Associate General Counsel/Chief Environmental Counsel

Address: 101 Columbia Road, Morristown, NJ 07962

Telephone No.: 973-455-2775

APPENDIX A

LIST OF ORPHAN SITES

ACCEPTED BY THE THREE COMPANIES

Site	Honeywell	PPG	Occidental
Site 7-NJ Turnpike at Communipaw	X		
Site 17 Newark Exxon			X
Site 19 Philip Street	X		
Site 67 Chapel Ave	X		
Site 68 Clendenny Outfall	X		
Site 69 Clendenny Ave	X		
Site 70 Colony Diner	X		
Site 77 8 <sup>th</sup> Street No. 2			X
Site 86 Nicholas Trucking			X
Site 91 NE Interceptor 1	X		
Site 92 NE Interceptor 2	X		
Site 93 NE Interceptor 3	X		
Site 94 18 <sup>th</sup> Street	X		
Site 97 NW Interceptor 1	X		
Site 98 NW Interceptor 2	X		
Site 99 Recycling Specialists	X		
Site 100 Richard St	X		
Site 101 Stockton Ave	X		
Site 119 Droyers' Point Groundwater	X		
Site 130 Communipaw 5	X		
Site 165 Tempesta & Sons	X		
Site 172 Warren St	X		
Site 174 Dennis T. Collins Park		X	
Site 178 Cabana Club	X		
Site 180a (Eastern Oil Sewer)	X	X	
Site 183 Sludge Line 1	X		
Site 185 Allied Stockpile	X		
Site 186 Garfield Ave		X	
Site 187 Route 440 Median Strip	X	X	
Site 188 Sussex Street	X	X	
Site 189 Henderson Street	X	X	
Site 196 POTW outfall Line 1	X	X	
Site 197 Grand Street Sewer	X	X	
Site 198 Hartz Mountain	X	X	
Site 199 Sludge Line 2	X	X	
Site 200 Sludge Line 3	X	X	
Site 202 Caven Point Road		X	

Site	Honeywell	PPG	Occidental
Site 203 Claremont Assoc.		X	
Site 204 Conrail Edgewater Branch		X	
Site 205 First Street	X	X	
Site 206 Polarome	X		
Site 207 Garfield Ave #2		X	

## APPENDIX B

### SEWER PROTOCOL

#### A. Investigation and Warning

1. The responsible party will investigate the sewer sites and delineate those areas of the Pipeline where Chromium Materials are present.
2. The responsible party will provide the utility with a map of those sections of sewer where Chromium Materials have been determined to be present and will fund training for utility employees on (a) recognition of Chromium Materials; (b) appropriate steps to be taken for worker protection; and (c) emergency utility repair procedures .
3. The responsible party and utility will develop administrative procedures to identify when Chromium Materials containing areas of the pipeline are scheduled for repair.

#### B. Remediation Protocols

1. Chromium Materials at the Surface. Whenever Chromium Materials or soils contaminated by Chromium Materials exceed the applicable standard for hexavalent chromium within the top 3 feet of soil, the presumptive remedy will consist of a capping system that includes, at a minimum, the following in vertical profile from top to bottom:

Asphalt or concrete cover,  
Gravel subbase materials  
Geocomposite drainage layer, e.g. geonet, as a capillary break  
Linear Low Density Polyethylene (LLDP) liner  
Geotextile Fabric.

2. Chromium Materials Beneath the Surface. Whenever Chromium Materials or soils contaminated by Chromium Materials exceed the applicable standard for hexavalent chromium at a depth of 3 feet or more below the surface, the presumptive remedy consists of a capping system that includes the top three feet of clean fill as an engineering control. In addition, an orange demarcation layer (orange snow fence) will be installed below the surface as a warning not to disturb the engineering control.

3. Chromium Materials Beneath a Public Street or Highway. Whenever Chromium Materials or soils contaminated by Chromium

Materials exceed the applicable standard for hexavalent chromium beneath a public street or highway, the presumptive remedy consists of a capping system that includes the street itself as an engineering control.

4. **Chromium Materials Excavation and Removal** It is understood that repair or replacement of sections of a pipeline may be required from time to time to maintain efficient operation over the years. Whenever such normal operating repairs or replacement requires the removal of Chromium Materials or soils contaminated by chromium exceeding the applicable standard for hexavalent chromium, the responsible party will remove the Chromium Materials and/or contaminated soil.

5. **Emergency Repairs** The responsible party and the utility will develop procedures to be followed in the event of an emergency repair to any utility in an area where Chromium Materials were placed as bedding or fill around the utility. Such procedures will include: (a) appropriate steps to be taken to ensure worker safety; (b) the provision of notice to DEP and the responsible party as soon as practicable after the repair is made; (c) provisions for handling and disposal of any COPR Materials or chromium contaminated soil removed during the repair; and (d) provisions for restoring any remedial measures taken pursuant to the Sewer Protocol.



APPENDIX C

COVENANT NOT TO SUE

COVENANT NOT TO SUE

The State of New Jersey covenants and agrees that it will not bring any judicial, administrative or other action against [Company Name] with respect to Chromate Chemical Production Waste at or emanating from any of the sites listed below except as it may otherwise specifically be authorized to do by the Consent Judgment among the Companies and the State of New Jersey dated \_\_\_\_\_. This Covenant Not to Sue shall inure to the benefit of the Companies, their indemnitors and indemnitees and the direct, indirect and ultimate parents, subsidiaries and affiliates of any of them.

APPENDIX D

MOST RECENT VERSION OF DEP CCPW LIST

*Appendix D*  
*Hudson County Chromium Sites*

<i>SITE #</i>	<i>SITE NAME</i>	<i>STREET</i>	<i>TOWN</i>	<i>RP CATEGORY</i>
1	Bramhall Avenue	507 Bramhall Avenue	Jersey City	PPG
2	Caven Point 1	80 Caven Point	Jersey City	PPG
3	Caven Point 2	Rear of 80 Caven Point Road	Jersey City	PPG
4	Caven Point 3	90 Caven Point Road	Jersey City	PPG
5	Caven Point 4 (air dock system)	100 Caven Point Road	Jersey City	PPG
6	Communipaw 1	378 Communipaw Avenue	Jersey City	PPG
7	NJ Turnpike at Communipaw	Intersection of N.J. Turnpike and	Jersey City	Honeywell
8	DEP Green Acres Site	East of Ultramar, North of Port Lib	Jersey City	PPG
9	NJ Turnpike Exit 14A	New Jersey Turnpike Exit 14A	Jersey City	Not a Site
10	Grand Street 4	383 Grand Street	Jersey City	PPG
11	Grand Street 5	267,269,271 Grand Street	Jersey City	PPG
12	Grand Street 6	641-547 Grand Street	Jersey City	PPG
13	Halladay Street	215 Halladay Street	Jersey City	PPG
14	Kearny Avenue	30-32 Kearny Avenue	Jersey City	PPG
15	Liberty State Park	Liberty State Park east of Environ	Jersey City	NJDEP-Completed
16	Linden East (Levy & Sons)	Linden Avenue East	Jersey City	PPG
17	Newark Avenue - Exxon Station	Newark Avenue and Howell Street	Jersey City	Occidental
18	Pacific 1	421-425 Pacific Avenue	Jersey City	PPG
19	Phillip Street	Phillip Street Junction	Jersey City	Honeywell
20	NJ Turnpike Boyview	Below Overpass 14B	Jersey City	NJ Turnpike Authority
21	NJ Turnpike Greenville	New Jersey Turnpike at Piers 20 &	Jersey City	NJ Turnpike Authority
22	Woodward Street	200-301 Woodward Street	Jersey City	PPG
23	Communipaw 2,3	409 - 501 Communipaw Avenue	Jersey City	PPG
24	Communipaw 4	838 Communipaw Avenue	Jersey City	PPG
25	Fulton Street	109 Fulton Street	Jersey City	Not a site

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<i>SITE #</i>	<i>SITE NAME</i>	<i>STREET</i>	<i>TOWN</i>	<i>RF CATEGORY</i>
26	Dwight Street. #9	197-207 Dwight Street	Jersey City	Not a Site
27	Dwight Street. #1a	196 Dwight Street	Jersey City	Not a Site
28	Dwight Street. #1b	194 Dwight Street	Jersey City	PPG
29	Dwight Street #1c	190 Dwight Street	Jersey City	PPG
30	Dwight Street. #2	180 Dwight Street	Jersey City	Not a Site
31	Dwight Street. #3	181-183 Dwight Street	Jersey City	Not a Site
32	Dwight Street. #4	170-177 Dwight Street	Jersey City	Not a Site
33	Dwight Street. #11	173-175 Dwight Street	Jersey City	Not a Site
34	Dwight Street. #5	145 Dwight Street	Jersey City	Not a Site
35	Dwight Street. #7	135 Dwight Street	Jersey City	Not a Site
36	Dwight Street. #8	129 Dwight Street	Jersey City	Not a Site
37	Martin Luther King Dr.	143-147 Martin Luther King Dr.	Jersey City	PPG
38	Cambridge Avenue	51 Cambridge Avenue	Jersey City	PPG
39	Pine Street	280 Pine Street	Jersey City	PPG
40	Pen Horn Creek - Secaucus	Pen Horn Avenue	Secaucus	Occidental Chemical
41	St Johnsbury Trucking	O'Brien and Sellers Streets	Kearny	Occidental Chemical
42	3rd & Adams Sts. - EGIS Trucking	80 - 94 and 98-102 Jacobus Av	Kearny	Occidental Chemical
43	Diamond Head Oil	Diamond Head Oil	Kearny	Not a Site
44	Disch Construction	Jacobus Avenue	Kearny	Not a Site
45	Emco (aka Dupont Tract #1)	40-57 O'Brien Road	Kearny	Occidental Chemical
46	Jenkins Enterprises	79-85 3rd Ave.	Kearny	Occidental Chemical
47	Goldes Auto Parts	1010 Belleville Tpk.	Kearny	Occidental Chemical
48	Clinton Cartago, (aka Clinton)	1000 Belleville Tpk.	Kearny	Occidental Chemical
49	Arden Chemical / aka American	100 Hackensack Avenue	Kearny	Occidental Chemical
50	Janatax Company	903 Belleville Turnpike	Kearny	Occidental Chemical
51	Kearny Township Site #1	Belleville Turnpike	Kearny	Occidental Chemical
52	Kennedy Steel Treating Co.	100 Quincy Place	Kearny	Occidental Chemical
53	Kleerkast Inc.	450 Schuyler Avenue	Kearny	Occidental Chemical
54	Pleff Tool & Mfg.	McWhirter & Gross St.	Kearny	Occidental Chemical
55	New Rent Trucking (aka New Rent	520 Belleville Turnpike	Kearny	Occidental Chemical

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<i>SITE #</i>	<i>SITE NAME</i>	<i>STREET</i>	<i>TOWN</i>	<i>RP CATEGORY</i>
56	NJ Turnpike Kearny #1	Belleville Turnpike & NJ Turnpike	Kearny	Occidental Chemical
57	Riverbank Park	Riverbank Park	Kearny	Not a Site
58	Nicole's Warehouse N/F Ru Son	988 Belleville Tpk.	Kearny	Occidental Chemical
59	Trumbull Asphalt	Newark Turnpike	Kearny	Occidental Chemical
60	Tullo Exxon Station	61 Lincoln Highway	Kearny	Occidental Chemical
61	Turco Industrial Area	590 Belleville Turnpike	Kearny	Occidental Chemical
62	West Hudson Lumber Co.	60 Arlington Ave.	Kearny	Occidental Chemical
63	Baldwin Oils & Commodities, Inc.	Caven Point Road at Burma Road	Jersey City	PPG
64	Black Tom Creek	Between Pittston and Port Ube	Jersey City	Not a Site
65	Burma Road	West side of Burma Road Near Ca	Jersey City	PPG
66	Caven Point 6	Government Road	Jersey City	PPG
67	Chapel Avenue	Between Chapel & Linden Ave.	Jersey City	Honeywell
68	Clendenny Outfall	Foot of Clendenny Avenue	Jersey City	Honeywell
69	Clendenny Avenue	Rear of Bradleys Department Stor	Jersey City	Honeywell
70	Colony Restaurant & Diner	Communipaw Avenue	Jersey City	Honeywell
71	Communipaw Jug	Off Route 1&0	Jersey City	Honeywell
72	Cove Site	Upper NY Bay	Jersey City	Not a Site
73	Degan Oil	200 Kellogg Street	Jersey City	Honeywell
74	Dwight Street #10	189 Dwight Street	Jersey City	PPG
75	Dwight Street #12	121 Dwight Street	Jersey City	PPG
76	Eighth Street #1	379-381 Eighth Street	Jersey City	Developer/Owner
77	Eighth Street #2	383 Eighth Street	Jersey City	Occidental Chemical
78	Engler Site	Culver Avenue	Jersey City	Not a Site
79	Rt. 140 Vehicle Corp	10 Water Street	Jersey City	Honeywell
80	Grand Street #1	223-225 Grand Street	Jersey City	PPG
81	Grand Street #2	215-217 Grand Street	Jersey City	PPG
82	Grand Street #3	237 Grand Street	Jersey City	PPG
83	Grand Street #7	235 Grand Street	Jersey City	PPG
84	Grand Street #8	219 Grand Street	Jersey City	PPG
85	Grand Street #9	381 Grand Street	Jersey City	PPG

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<i>SITE #</i>	<i>SITE NAME</i>	<i>STREET</i>	<i>TOWN</i>	<i>RP CATEGORY</i>
86	Nicholas/Hamilton Trucking	123 Duffield Ave	Jersey City	Occidental Chemical
87	JCIA Site	525 Route 440	Jersey City	Honeywell
88	JCIA Well	575 Route 440	Jersey City	Honeywell
89	Martin Luther King Drive #3	140 Martin Luther King Drive	Jersey City	PPG
90	Baldwin Steel	480 Route 440	Jersey City	Honeywell
91	NE Interceptor 1	Turnpike near Johnston Street	Jersey City	Honeywell
92	E Interceptor 2	Under Turnpike near Ash Street	Jersey City	Honeywell
93	NE Interceptor 3	East side plant yard	Jersey City	Honeywell
94	18th Street Sewer	18th & Jersey Avenue	Jersey City	Honeywell
95	Newport Site	Provost & Povernia	Jersey City	Developer/Owner
96	Ninth Street Firehouse	Ninth Street near Grove	Jersey City	PPG
97	NW Interceptor 1	Near Secaucus Road	Jersey City	Honeywell
98	NW Interceptor 2	Near County Road	Jersey City	Honeywell
99	Recycling Spec., N/1 Paz Jersey	375 Rt. 1&9	Jersey City	Honeywell
100	Richard Street Interceptor	East of Richard Street	Jersey City	Honeywell
101	Stockton Ave	Stockton Ave & Route 1&9	Jersey City	Honeywell
102	Woodlawn Street	124A Woodlawn	Jersey City	PPG
103	Arlinx Access Road	Belleville Turnpike	Keamy	Occidental Chemical
104	Old Communipaw Avenue	Rt. 1&9 Truck Section 1R	Jersey City	Not A Site
105	Colony 2 Site	Communipaw Avenue 7 Rt. 1&9	Jersey City	Not a Site
108	Lincoln Park	Lincoln Park	Jersey City	Not a Site
107	Fashionland	18 Chapel Avenue	Jersey City	PPG
108	Albanil Dyestuff	20 E. Linden Avenue	Jersey City	PPG
109	Strickland Trucking AKA Selge	Foot of Pennsylvania Avenue	Keamy	Not a Site
110	Frank's Auto Electric	200 Garfield Avenue	Keamy	Occidental Chemical
111	Vacuum Forming Equipment Servi	39 Rizzolo Road	Keamy	Not a Site
112	Ultramar Petroleum #1	Caven Point Road	Jersey City	PPG
113	Diamond Shamrock Corp.	1015 Belleville Turnpike	Keamy	Occidental Chemical
114	Garfield Avenue Site	680 Garfield Avenue	Jersey City	PPG
116	Roosevelt Drive-In	441 Route 440	Jersey City	Honeywell

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<i>SITE #</i>	<i>SITE NAME</i>	<i>STREET</i>	<i>TOWN</i>	<i>RP CATEGORY</i>
116	Standard Chlorine Site	1035 Belleville Tpk.	Kearny	Occidental Chemical
117	Ryerson Steel / Mutual Site	Route 440	Jersey City	Honeywell
118	Le Pointe Park	DeKalb Street and Styvusant Ave	Jersey City	PPG
119	Droyers Point	Kellogg Street	Jersey City	Honeywell
120	Trador Horn	485 Route 440	Jersey City	Honeywell
121	Garfield Auto Parts	880 Garfield Avenue	Jersey City	PPG
122	Whitney Young Jr. School	Stagman Street	Jersey City	Not a Site
123	Stagman Street	136 Stagman Street	Jersey City	PPG
124	Roosevelt Lanes	427 Route 440	Jersey City	Honeywell
125	Delphi Consolidation & Distributio	80 Kellogg Street	Jersey City	Honeywell
126	Kuelins Chemical	88 Hackensack Avenue	Kearny	Occidental Chemical
127	Pine Street 2	262-268 Pine Street	Jersey City	PPG
128	Monitor Street	65-71 Monitor Street	Jersey City	PPG
129	Dwight Street	184-188 Dwight Street	Jersey City	PPG
130	Communipaw 5 (aka site 104 & 10	Communipaw Avenue	Jersey City	Honeywell
131	Hackensack River Access Road	Belleville Turnpike	Kearny	Occidental Chemical
132	Town & Country Linen Warehouse	808 Garfield Avenue	Jersey City	PPG
133	Ross Wax	22 Halladay Street	Jersey City	PPG
134	Old Dominion (Uniltrans)	100 Kellogg Street	Jersey City	Honeywell
135	Vitarroz	51-89 Pacific Avenue	Jersey City	PPG
136	Exxon Company, U.S.A.-Bayonne	Foot Of Twenty Second Street	Bayonne	Exxon
137	Rudolph Bass	45 Halladay St.	Jersey City	PPG
138	Bayonne Sewerage Treatment Pla	Foot of Oak Street	Bayonne	NFA
139	IMYT (Bayonne Industries)	Foot of East 22nd Street	Bayonne	Multi-contaminant site
140	ABF Trucking	80 Kellogg Street	Jersey City	Honeywell
141	Zeneca Inc. (aka: ICI Americas)	Foot of East 22nd Street	Bayonne	Exxon
142	Pine Street 3	222 & 224 Pine Street	Jersey City	PPG
143	F. Talarico Auto	848 Garfield Avenue	Jersey City	PPG
144	Bayonne Sewage Pipeline	19th-58th Street and Newark Bay	Bayonne	Honeywell
145	Bellezza Construction Co.	Fish House Road	Kearny	Occidental Chemical

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<i>SITE #</i>	<i>SITE NAME</i>	<i>STREET</i>	<i>TOWN</i>	<i>RP CATEGORY</i>
146	Commerce Street Site	Foot of Commerce Street	Bayonne	PPG
147	Hartz Mountain (Douglas Holdings)	999 Baldwin Avenue	Weehawken	PPG
148	British Petroleum Corp.	Building 350, Coastal Street	Newark	Occidental Chemical
149	Seton Leather Co.	349 Oran Street	Newark	Occidental Chemical
150	Coastal Oil Co.(AKA: Bolcher Tan	Foot of E. 5th Street	Bayonne	Multi-contaminant site
151	Halsday Street 3	409-411 Halsday Street	Jersey City	PPG
152	Kenrich Chemical	140 East 22nd Street	Bayonne	Multi-contaminant site
153	Former Morris Canal Site 1	Route 440	Jersey City	Honeywell
154	College Tower Apartments	37 College Drive	Jersey City	Honeywell
155	Food Town	205 Ocean Avenue	Jersey City	Honeywell
156	Gregory Park Apartments	270 Henderson Street	Jersey City	PPG
157	The Clean Machine Car Wash	Route 440 State Hwy	Jersey City	Honeywell
158	Isabella Avenue Residences	35-40 & 76 Isabella Avenue	Bayonne	NJDEP
159	Pacific Avenue 2	404-410 Pacific Avenue	Jersey City	PPG
160	Johnston Avenue 1	345-351 Johnston Avenue	Jersey City	PPG
161	Maple Street 1	70 Maple Street	Jersey City	PPG
162	Conrail Rail Spur	Between Oak and 5th Street	Bayonne	Multi-contaminant site
163	Posnak & Turkish, Inc.	Foot of Kellogg Street	Jersey City	Honeywell
164	Value City Furniture	32 E. 52nd Street	Bayonne	PPG
165	Tempesta & Sons, Inc.	Foot of Jersey Avenue & Aetna Str	Jersey City	NJDEP
166	Route 440 Extension	End of Route 440	Bayonne	Honeywell
167	THIRD ST. R.O.W./J.F. LOMMA	THIRD ST. AND CENTRAL AVE.	Kearny	Occidental Chemical
168	THIRD ST. R.O.W. AND PSE&G	THIRD ST AND CENTRAL AVE.	Kearny	Occidental Chemical
169	CONRAIL	CENTRAL AVE.	Kearny	Occidental Chemical
170	BERGEN BARREL AND DRUM	43-45 O'BRIEN ROAD	Kearny	Occidental Chemical
171	Central Ave Between Pennsylvania	Central Ave.	Kearny	Occidental Chemical
172	Warren Street	Warren Street	Jersey City	Honeywell
173	Metro Field	West Side Avenue	Jersey City	Honeywell
174	Dennis P. Collins Park	1st Street	Bayonne	PPG
175	Former Morris Canal Site 2	Grand Street	Jersey City	NJDEP-Completed

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<i>SITE #</i>	<i>SITE NAME</i>	<i>STREET</i>	<i>TOWN</i>	<i>RP CATEGORY</i>
176	Reed Minerals	339 Central Avenue	Keamy	Occidental Chemical
177	Bayonne Municipal Lot	Hook Road	Bayonne	Multi-contaminant site
178	Cabana Club	Burma Road and Theodore Conza	Jersey City	Honeywell
179	Twin City Auto	Broadway Street	Bayonne	Developer/Owner
180	Eastern Oil (180A)	Howell Street	Jersey City	Honeywell/PPG
180	Eastern Oil (180B)	Howell Street	Jersey City	Multi-contaminant site
181	Johnson Brothers Trucking	40A Hackensack Ave.	Keamy	Not a Site
182	Radial Casting/Electric Company	Pennsylvania/Jacobus Avenue	Keamy	Not a Site
183	Sludge Line 1	Sludge Line between Randolph Str	Jersey City	Honeywell
184	M.I. Holdings, Inc.	223 West Side Avenue	Jersey City	Honeywell
186	Alfred Stockpile	Jersey Avenue	Jersey City	Honeywell
188	Garfield Avenue #1	947 Garfield Avenue	Jersey City	PPG
187	Route 440 Median Strip	Route 440 between Danforth and	Jersey City	Honeywell/PPG
188	Sussex Street #1	Sussex Street (West of Warren)	Jersey City	Honeywell/PPG
189	Henderson Street #1	Henderson and Second Street	Jersey City	Honeywell/PPG
190	Bayonne Durable Construction C	185 East 22nd Street	Bayonne	Not a Site
191	Port Imperial Marina	1 Pershing Road	Weehawken	Developer/Owner
192	NJ Turnpike Newark #1	Eastern Spur at Piers 10S and 11	Newark	NJ Turnpike Authority
193	McWhirter Road #1	McWhirter Road and Sellers Stree	Keamy	Occidental Chemical
194	DEMILLE CHEMICAL CORPORA	103-111 Fairmount Avenue	Jersey City	Not a Site
195	Belleville Turnpike #1	Belleville Turnpike and NJ Transl	Keamy	Occidental Chemical
196	POTW Outfall Line	Former CRRNJ Freight Yard at LS	Jersey City	Honeywell/PPG
197	Grand Street	Grand Street between Washington	Jersey City	Honeywell/PPG
198	Hartz Mountain #1	Land Behind Hartz Mountain Bldg	Jersey City	Honeywell/PPG
199	Sludge Line 2	Sludge Line Between Garfield Ave	Jersey City	Honeywell/PPG
200	Sludge Line 3	Sludge Line Between Arlington Av	Jersey City	Honeywell/PPG
201	NJ Turnpike Keamy #2	Belleville Turnpike & NJ Turnpike (	Keamy	Occidental Chemical
202	Caven Point Realty	Between Pacific Street and NJ	Jersey City	PPG
203	346 Claremont Associates	NJ Transit Light Rail, 200' East of	Jersey City	PPG
204	Central Edgewater Branch	West side of NJ Turnpike at the fo	Jersey City	PPG

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<i>SITE #</i>	<i>SITE NAME</i>	<i>STREET</i>	<i>TOWN</i>	<i>RP CATEGORY</i>
205	Urban Redevelopment Partners	NW corner of 1st Street & Washin	Jersey City	Honeywell/PPG
206	Polarome International	200 Theodore Conrad Drive	Jersey City	Honeywell
207	Garfield Avenue #2	942, 944 & 946 Garfield Avenue	Jersey City	PPG
208	Ultramar Petroleum #2	Linden Avenue East	Jersey City	PPG
209	Joe's Welding	25 O'Brien Road	Kearny	Occidental Chemical
210	Ace Trucking	21 Hackensack Avenue	Kearny	Occidental Chemical
211	PSE&G West End Gas Plant	444 St. Pauls Avenue	Jersey City	Multi-contaminant site
212	Fairmount Chemical	117 Blanchard Street	Newark	Multi-contaminant site

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APPENDIX E

FEBRUARY 2007 CHROME POLICY



State of New Jersey  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PO Box 402

TRENTON, NJ 08625-0402  
TEL. # (609) 292-2885  
FAX # (609) 292-7695

JON S. CORZINE  
Governor

LISA F. JACKSON  
Commissioner

MEMORANDUM

TO: Irene Kropp, Assistant Commissioner  
Site Remediation and Waste Management

FROM: Lisa F Jackson, Commissioner

DATE: February 8, 2007

SUBJECT: Chromium Moratorium

Please be advised that I am lifting the moratorium former Commissioner Bradley M. Campbell placed on the issuance of No Further Action letters (NFAs) and subsequently on Remedial Action Workplans (RAWPs) for sites or portions of sites presenting chromium contamination. I am making this decision based on the conclusions of the NJDEP Chromium Workgroup which found that the 1998 chromium cleanup criteria were based on sound science.

As a result of public health concerns raised by citizens at a November 2003 community meeting dealing with remediation of chromate ore sites in Jersey City and potential exposure to hexavalent chromium, former Commissioner Campbell, promised the community that the Department would review the science behind the existing standards. In March 2004, former Commissioner Campbell directed the Assistant Commissioner of the Site Remediation and Waste Management Program (Program) to suspend issuance of NFAs for sites or portions of sites presenting chromium contamination. This directive allowed the Program to seek a waiver from the Commissioner if protection of public health and the environment or other conditions militated a departure of that policy. This direction was made in conjunction with the establishment of a work group to evaluate the Department's existing guidance and, if necessary, develop new soil cleanup standards for hexavalent and trivalent chromium. The workgroup was charged with reviewing the technical basis for the current chromium cleanup criteria. Four subgroups were formed and directed to address issues associated with: 1) analytical chemistry; 2) environmental chemistry; 3) risk assessment and 4) air and dust transport.

In December 2004, a draft report was submitted to former Commissioner Campbell. The draft report was peer reviewed in January 2005, and was made available for public comment. Comments from peer reviewers and the public were reviewed and revisions to

the draft report were completed in May 2005. The report has been available on the Department's website in its draft form at [www.state.nj.us/dep/dsr/chromium](http://www.state.nj.us/dep/dsr/chromium).

It is the conclusions/recommendations of this May 2005 draft that form the basis for my decision to modify the existing NFA moratorium. In addition to lifting the moratorium, I will be reinstating the risk assessment subgroup once the U.S. Department of Health and Human Services, National Toxicology Program's study of hexavalent chromium is completed. The risk assessment subgroup will evaluate any new information to see if it warrants the development of new chromium standards for soils. At the conclusion of their assessment, the May 2005 draft report will be updated as necessary and finalized.

Specifically, I am modifying the existing chromium policy to apply to sites or portions of sites, taking into account the intended future uses, as follows:

- An unconditional NFA approval relative to chromium can be issued for soils if 1) hexavalent chromium contamination in excess of 20 ppm is excavated and removed from the site and 2) any remaining chromium contamination that fails the SPLP test for impact to ground water is excavated and removed, from the site or treated and left on site provided the treated chromium will not fail the SPLP test in the future. An unconditional NFA approval relative to chromium can also be issued for soils if hexavalent chromium contamination in excess of 20ppm is treated and left on site provided the resulting concentration of hexavalent chromium in the soil remains below 20 ppm (i.e., no "rebound effect" for hexavalent chromium)
- An unconditional NFA approval relative to chromium can be issued for ground water when there is no ground water contamination above the ground water quality standard for chromium. In addition, as noted above, all existing on site and off-site sources of chromium contamination producing an exceedance of the ground water quality standard must be remediated.
- A conditional NFA (limited restricted use, restricted use) for soils and/or groundwater relative to chromium can be issued at a site or that portion of a site which have or will have residential, day care or educational uses when 1) hexavalent chromium soil contamination in excess of 20 ppm is excavated to a depth of 20 feet below grade or to the depth of the lowest point any underground structure made of porous material (whichever is greater), or if hexavalent chromium soil contamination is treated and left on site to a depth of 20 feet below grade or to a depth of the lowest point of any underground structure made of porous material (whichever is greater) provided the concentration of hexavalent chromium in such soil remains below 20 ppm (i.e., no "rebound effect" for hexavalent chromium), 2) a capillary break is put into place to prevent any crystallization of chromate on soil surfaces or subsurface building walls or floors, 3) any remaining chromium contamination left on site to a depth of 20 feet below grade or to a depth of the lowest point of any underground structure made of porous material (whichever is greater) must pass and continue to the SPLP test, and 4) ground water contamination and any on site sources of chromium ground

water contamination below a depth of 20 feet below grade or to a depth of the lowest point of any underground structure made of porous material (whichever is greater) are controlled, contained or treated, through the use of conventional or innovative technologies, and a Classification Exception Area is established. As contamination would be left on site in this situation, a deed notice would be required. As always, the property owner has to agree to a deed restriction. Financial assurance must be in place for the operation and maintenance of institutional and engineering controls for duration of the intended treatment, containment, or controls.

- A conditional NFA (limited restricted use, restricted use) for soils and/or groundwater can be issued at a site or that portion of a site which have or will have commercial/industrial/open space uses consistent with the technical regulations and oversight regulations.

Remedial action plans that result in unconditional NEAs may be prioritized over those plans that do not. Assistant Director approval is required for remedial action workplan approvals which will result in conditional NFAs. Assistant Commissioner approval is required for remedial action workplan approvals that request alternate remedial standards for soils or any other proposed remedial action not addressed in this policy.

APPENDIX F

LIST OF SEWER SITES

Site Number	Site Name
7	NJ Turnpike at Communipaw
17	Newark Ave. Exxon
19	Phillip Street
67	Chapel Ave (part of site)
68	Clendenny Outfall (part of site)
69	Clendenny Ave. (part of site)
91	NE Interceptor 1
92	NE Interceptor 2
93	NE Interceptor 3
94	18 <sup>th</sup> Street
97	NW Interceptor 1
98	NW Interceptor 2
99	Recycling Specialists
100	Richard Street (part of site)
101	Stockton Ave
144	Bayonne Sewage
153	Former Morris Canal
166	Route 440 Extension
172	Warren Street
175	Former Morris Canal
180A	Eastern Oil sewer
183	Sludge Line 1
187	Route 440 Median Strip
188	Sussex Street
189	Henderson Street
196	POTW outfall Line 1
197	Grand Street
198	Hartz Mountain
199	Sludge Line 2
200	Sludge Line 3
205	First Street

## Appendix B: NFA Letters

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State of New Jersey

Department of Environmental Protection

DONALD T. DI FRANCESCO  
Acting Governor

Robert C. Shinn, J.  
Commissioner

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
NO. \_\_\_\_\_

February 20, 2001

Dave Rabbe  
Chemical Land Holdings, Inc.  
2 Tower Center Blvd, 10th floor  
East Brunswick, NJ 08816

Re: Limited Restricted Use (Block 44, Lot 5.04) Entire Site No Further Action Letter (NFA-E) with Deed Notice  
Unrestricted Use (Block 44, Lot 6) Entire Site No Further Action Letter (NFA-E)  
Chromium Site 40 - Penhorn Creek  
Penhorn Avenue  
Secaucus Town, Hudson County  
KCSL # NJL000005025

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) has made a determination that no further action is necessary for the remediation of the site as specifically referenced above, except as noted below, so long as Chemical Land Holdings, Inc. (CLH) did not withhold any information from the Department. This action is based upon information in the Department's case file and Chemical Land Holding's Remedial Investigation Report dated February 11, 2000. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Investigation and Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for chromium contamination at the entire site.

NO FURTHER ACTION CONDITIONS

As a condition of this No Further Action Determination, CLH as well as each subsequent owner, lessee and operator (collectively "Successors") shall comply with each of the following:

Name and Address Changes

Pursuant to N.J.S.A. 58:10B-12, CLH and the Successors shall inform the Department in writing whenever its name or address changes, within 14 calendar days after the change.

Deed Notice

Pursuant to N.J.S.A. 58:10B-13a, CLH and the Successors shall ensure that the Deed Notice filed on December 27, 2000 and recorded on February 6, 2001 with Hudson County Register of Deeds has complied with a Restricted Use NFA for Block 44, Lot 5.04. The deed notice is located in deed book #5734 and page 119 at the Hudson County Register of Deeds.

Pursuant to N.J.S.A. 58:10B-13h, an owner of a property on which a Deed Notice has been recorded shall notify any person who intends to excavate on the site of the nature and location of any contamination existing on the site and of any conditions or measures necessary to prevent exposure to contaminants.

#### Well Sealing

Pursuant to N.J.S.A. 58:4A, CLH and the Successors shall properly seal all monitoring wells installed as part of a remediation that will no longer be used for ground water monitoring. Wells shall be sealed by a certified and licensed well driller in accordance with the requirements of N.J.A.C. 7:9-9. The well abandonment forms shall be completed and submitted to the Bureau of Water Allocation. Please call (609) 984-6831 for forms and information.

#### Monitoring of Compliance

Pursuant to N.J.S.A. 58:10B-13.1, CLH and the Successors shall conduct monitoring for compliance and effectiveness of the institutional control specified in this document and submit a certification to the Department every two years in writing that the institutional control is being properly maintained and continue to be protective of public health and safety and the environment. Any such certification shall include the information relied upon to determine that no changes have occurred.

\* \* \*

### COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute requires a covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the final certified report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

The person who undertook the remedial action, and each subsequent owner, lessee and operator, during that person's ownership, tenancy or operation, shall maintain the institutional controls and conduct periodic compliance monitoring in the manner the Department requires.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

The Department may revoke this Covenant at any time after providing notice upon its determination that either any person with the legal obligation to comply with any condition in this No Further Action Letter has failed to do so; or any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Name: DAVID RABAN

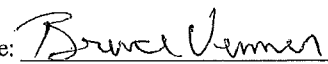
Signature: 

Title: PHYSICIAN

Dated: 3/1/01

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Name: Bruce Venner

Signature: 

Title: Bureau Chief

Dated: 2/21/01


\*\*\*

NOTICES

This No Further Action Determination specifically does not address the non-chromium contaminants of concern associated with the former McKay's Landfill (NJD980528046). The Department is currently investigating this aspect under a Memorandum of Agreement dated July 28, 2000 in the Bureau of Case Management.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca (609) 984-4071 or email at: ffaranca@dep.state.nj.us

Sincerely,

  
Bruce Venner, Bureau Chief  
Site Remediation Program

- c: Frank Faranca, NJDEP-BCM
- Terry Sugihara, NJDEP-BEERA
- Linda Welkom, NJDEP-BGWPA

Vincent Rivelli, Health Officer, Secaucus Health Department  
Rob Hoch, NJDEP, BCM  
Eric Broadway, DAG



## State of New Jersey

Christine Todd Whitman  
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
NO. \_\_\_\_\_

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Dear Mr. Rabbe:

Re: **Chemical Land Holdings and Occidental Chemical Corporation**  
**Remedial Investigation (RI) Report - Site 42, Lot 2**  
**90 Jacobus Avenue (Block 293, Lot 2)**  
**Kearny Town, Hudson County**

The New Jersey Department of Environmental Protection (Department) has reviewed the above referenced report prepared by Eckenfelder Inc. on behalf of Chemical Land Holdings, Inc. (CLH) and Occidental Chemical Corporation (OCC) received on October 27, 1997. This report was submitted in accordance with paragraph 32 of the April 17, 1990 Administrative Consent Order (ACO) between the Department and OCC.

In accordance with paragraph 34 of the ACO, the Department has determined that the RI Report and the conclusions contained therein are approved. This approval signifies that the above referenced site is now considered clean with respect to chromium and its compounds and this site shall be removed from the Department's list of known chromium sites. All of OCC's responsibilities as stipulated in ACO regarding soil and ground water investigation and remediation have been satisfied. Therefore, an "Entire Site No Further Action (NFA-E) for chromium and its compounds is hereby determined for the above referenced site.

If you have any questions, please contact Frank Faranca of my staff at (609) 984-4071.

Sincerely,

Roman Luzucky, Section Chief  
Bureau of Federal Case Management

C: Frank Faranca, DRPSR/BFCM  
Teruo Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Elizabeth Mataset, DPFSR/BCR  
Michael Beard, Kearny Health Department

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## State of New Jersey

Department of Environmental Protection

Christine Todd Whitman  
Governor

Robert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
NO. \_\_\_\_\_

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Dear Mr. Rabbe:

**Re: Chemical Land Holdings and Occidental Chemical Corporation  
Remedial Investigation (RI) Report - Site 45  
49-57 O'Brien Road (Block 150, Lot 4A)  
Kearny Town, Hudson County**

The New Jersey Department of Environmental Protection (Department) has reviewed the above referenced report prepared by Eckenfelder Inc. on behalf of Chemical Land Holdings, Inc. (CLH) and Occidental Chemical Corporation (OCC) received on October 27, 1997. This report was submitted in accordance with paragraph 32 of the April 17, 1990 Administrative Consent Order (ACO) between the Department and OCC.

In accordance with paragraph 34 of the ACO, the Department has determined that the RI Report and the conclusions contained therein are approved. This approval signifies that the above referenced site is now considered clean with respect to chromium and its compounds and this site shall be removed from the Department's list of known chromium sites. All of OCC's responsibilities as stipulated in ACO regarding soil and ground water investigation and remediation have been satisfied. Therefore, an "Entire Site No Further Action (NFA-E) for chromium and its compounds is hereby determined for the above referenced site.

If you have any questions, please contact Frank Faranca of my staff at (609) 984-4071.

Sincerely,

Roman Luzecky, Section Chief  
Bureau of Federal Case Management

C: Frank Faranca, DRPSR/BFCM  
Teruo Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Elizabeth Mataset, DPFSR/BCR  
Michael Beard, Kearny Health Department

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**FILE COPY**



State of New Jersey

Department of Environmental Protection

James E. McGreevey  
Governor

Bradley M. Campbell  
Commissioner

April 2, 2003

Dave Rabbe  
Tierra Solutions Inc.  
2 Tower Center Blvd, 10th floor  
East Brunswick, NJ 08816

RECEIVED

APR 08 2003

Re: Entire Site Restricted Use No Further Action Letter and Covenant Not to Sue  
Occidental Chemical Corporation (OCC) and Tierra Solutions Inc. (TSI)  
Chromium Site 48 (Clinton Cartage)  
Block 286 Lot 37.C  
1000 Belleville Turnpike  
Kearny Town, Hudson County  
KCSL # NJL000005025

TIERRA SOLUTIONS INC

Dear: Mr. Rabbe,

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) has made a determination that no further action is necessary for the remediation of the site specifically referenced above, except as noted below, so long as OCC/TSI did not withhold any information from the Department. This action is based upon information in the Department's case file and OCC/TSI's final certified report dated May 22, 2002. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Investigation and Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site regarding the presence of chromium and no other types of contamination. The Department reserves its rights to require any person responsible for the contamination at the site to address Natural Resource Injuries.

**NO FURTHER ACTION CONDITIONS**

As a condition of this No Further Action Determination pursuant to N.J.S.A. 58:10B-12o, OCC/TSI and any other person who was liable for the cleanup and removal costs, and remains liable pursuant to the Spill Act, shall inform the Department in writing within 14 calendar days whenever its name or address changes. Any notices submitted pursuant to this paragraph shall reference the above case numbers and shall be sent to: Director, Division of Remediation Management and Response, P.O. Box 28, Trenton, N.J. 08625.

OCC/TSI as well as each subsequent owner, lessee and operator (collectively Successors) shall comply with each of the following:

### Deed Notice

Pursuant to N.J.S.A. 58:10B-13a, OCC/TSI and the Successors shall ensure that the Deed Notice filed on September 13, 2002 with the Hudson County Register of Deeds is complied with including maintenance of applicable engineering controls. The deed notice can be found at book 6070, pages 289-331 located at the Hudson County Register of Deeds.

Pursuant to N.J.S.A 58:10B-13h, an owner of a property on which a Deed Notice has been recorded shall notify any person who intends to excavate on the site of the nature and location of any contamination existing on the site and of any conditions or measures necessary to prevent exposure to contaminants.

### Classification Exception Area

Pursuant to N.J.A.C. 7:9-6, OCC/TSI and the Successors shall comply with the provisions of Classification Exception Area included below, to sample at the expiration of the time period the Department established for the Classification Exception Area.

### Well Sealing

Pursuant to N.J.S.A. 58:4A, OCC/TSI shall properly seal all monitoring wells installed as part of a remediation that will no longer be used for ground water monitoring. A certified and licensed well driller shall seal the wells in accordance with the requirements of N.J.A.C. 7:9D-3.1 (et seq.). The well abandonment forms shall be completed and submitted to the Bureau of Water Allocation. Please call (609) 984-6831 for forms and information.

### Monitoring of Compliance

Pursuant to N.J.S.A. 58:10B-13.1, OCC/TSI and the Successors shall conduct monitoring for compliance and effectiveness of the institutional and engineering control(s) specified in this document and submit written certification to the Department every two (2) years that the institutional and engineering control(s) are being properly maintained and continue to be protective of public health and safety and the environment. Any such certification shall include the information relied upon to determine that no changes have occurred.

## **CLASSIFICATION EXCEPTION AREA (CEA) AND WELL RESTRICTION AREA (WRA)**

Because concentrations of contaminants remain above the Ground Water Quality Standards, N.J.A.C. 7:9-6 (et seq.), a CEA and WRA are required, at this time, as institutional controls.

This CEA and WRA are based, in part, on the aquifer and contaminant data and evaluations provided in the above referenced report and/or case file. The CEA and WRA are the area defined by Block 286, Lot 37-C located at 1000 Route 7 (Belleville Turnpike) in the Town of Kearny, Hudson County and identified on the enclosed map. Any special conditions or restrictions for water use within the WRA will be administered by the Department's Bureau of Water Allocation.

This CEA and WRA apply to Total Dissolved Solids, Chlorides and Total Chromium only. All other constituent standards apply within the CEA. All constituent standards (N.J.A.C. 7:9-6) apply at the designated boundary. All designated ground water uses within this area are suspended for the duration of



the CEA. Pursuant to N.J.A.C. 7:9-6.4, "designated use" means a present or potential use of ground water within a ground water classification area as determined by N.J.A.C. 7:9-6.5. Pursuant to N.J.A.C. 7:9-6.5, this area is presently designated as Class II-A. The primary designated use for Class II-A ground water is potable water; secondary uses include agricultural and industrial water.

The duration of the CEA and WRA is set at indeterminate number of years from the date of this letter. This is equal to the predicted duration for contaminant degradation in the above referenced report. The Ground Water Quality Standards for Chromium, Chloride and Total Dissolved Solids are 100 ppb, 250,000 and 500,000 ppb respectively. Should concentrations of contaminants reach their respective criteria as demonstrated through ground water sampling, the Department will consider any requests to terminate the CEA and WRA. Compliance may be determined by OCC/TSI at the termination of the CEA and WRA or sooner. The Department's evaluation of the ground water sampling results, to determine compliance with the Ground Water Quality Standards, would be through a Memorandum of Agreement (MOA) or other oversight document, executed between OCC/TSI and the Department.

### **COVENANT NOT TO SUE**

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute requires a covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the final certified report for the real property at the site identified above, including payment of compensation for damages to, or loss of, natural resources and the payment of cleanup and removal costs for such additional remediation.

The person who undertook the remedial action, and each subsequent owner, lessee and operator, during that person's ownership, tenancy or operation, shall maintain those controls and conduct periodic compliance monitoring in the manner the Department requires.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant if the

Department requires additional remediation in order to remove the institutional control. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.


Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

The Department may revoke this Covenant at any time after providing notice upon its determination that either:

- (a) any person with the legal obligation to comply with any condition in this No Further Action Letter has failed to do so; or
- (b) any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Name: Dave Rabbe, Tierra Solutions Inc.

Signature: 

Title: President

Dated: 4/11/03

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Name: Bruce Venner

Signature: 

Title: Bureau Chief

Dated: 4/9/03

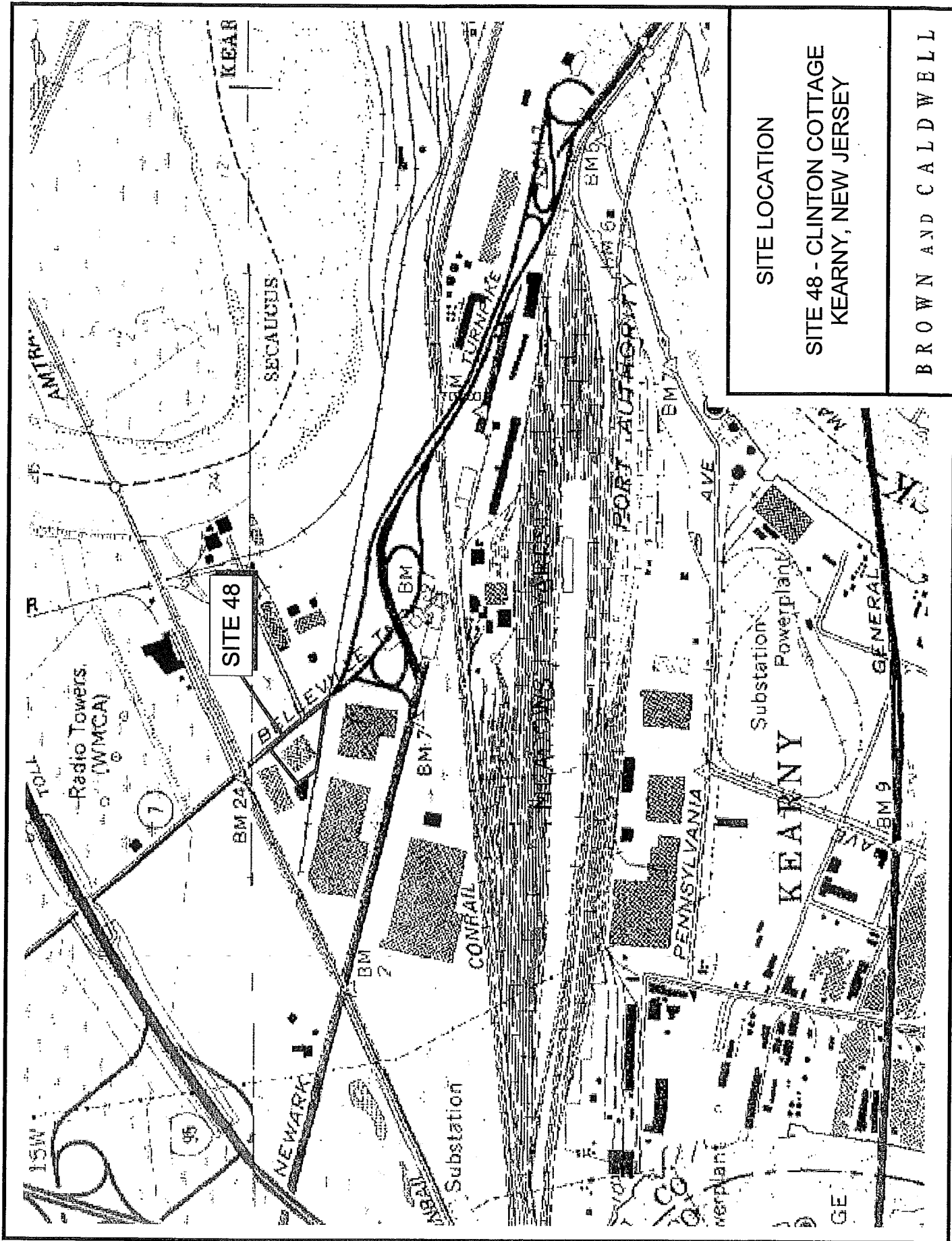
Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca at (609) 984-4071.

Sincerely,

A handwritten signature in black ink that reads "Bruce Venner". The signature is written in a cursive, flowing style.

Bruce Venner, Bureau Chief  
Bureau of Case Management

c: Michael Beard, Kearny Health Department  
Frank Faranca, NJDEP/DRMR/BCM  
NJDEP-RRE – Rob Hoch  
Mayor/Clerk, City of Kearny, Hudson County  
John Defina, NJDEP/BISPS



SITE LOCATION

SITE 48 - CLINTON COTTAGE  
 KEARNY, NEW JERSEY

BROWN AND CALDWELL



State of New Jersey

Christine Todd Whitman  
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
NO. 0127 638 833

DEC 22 1998

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Re: Entire Site - Unrestricted Use, No Further Action Letter and Covenant Not to Sue  
Chromium Site 52, Kenney Steel Treating Company

Location: 100 Quincy Place  
Kearny Town, Hudson County  
Block: 226; Lot: 12

KCSL #: NJL000005025

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) makes a determination that no further action is necessary for the remediation of the site, as specifically referenced above, except as noted below, so long as Chemical Land Holdings Corporation (CLH) did not withhold any information from the Department. This action is based upon information in the Department's case file and CLH's Remedial Action Plan - Final Implementation Report dated November 25, 1998. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site.

COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute

requires a covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the Interim Remedial Measures Final Implementation Report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.


The Department may revoke this Covenant at any time after providing notice upon its determination that either:

- (a) person with the legal obligation to comply with any condition in this No Further Action Letter has failed to do so; or
- (b) any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Chemical Land Holdings ~~Company~~, Inc. (on behalf of Occidental Chemical Corporation)

Name: M.M. Skaggs


Signature: 

Title: President

Dated: December 30, 1998

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Name: Roman Luzecky

Signature: 

Title: Section Chief

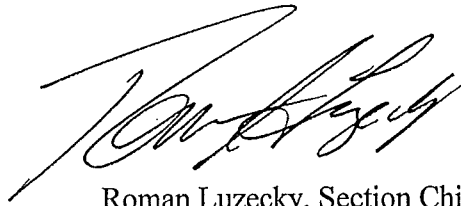
Dated: 12/14/99

Direct Billing

Please be advised that pursuant to the Procedures for Department Oversight of the Remediation of Contaminated Sites (N.J.A.C. 7:26C et seq.) Chemical Land Holdings Corporation is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca (609) 984-4071.

Sincerely,



Roman Luzecky, Section Chief  
Bureau of Federal Case Management

c: Terry Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Michael Beard, Kearny Health Department



## State of New Jersey

Christine Todd Whitman  
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
NO. \_\_\_\_\_**Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Dear Mr. Rabbe:

**Re: Chemical Land Holdings and Occidental Chemical Corporation  
Remedial Investigation (RI) Report - Site 53  
450 Schuyler Avenue (Block 226; Lots 3, 4, and 11)  
Kearny Town, Hudson County**

The New Jersey Department of Environmental Protection (Department) has reviewed the above referenced report prepared by Eckenfelder Inc. on behalf of Chemical Land Holdings, Inc. (CLH) and Occidental Chemical Corporation (OCC) received on October 27, 1997. This report was submitted in accordance with paragraph 32 of the April 17, 1990 Administrative Consent Order (ACO) between the Department and OCC.

In accordance with paragraph 34 of the ACO, the Department has determined that the RI Report and the conclusions contained therein are approved. This approval signifies that the above referenced site is now considered clean with respect to chromium and its compounds and this site shall be removed from the Department's list of known chromium sites. All of OCC's responsibilities as stipulated in ACO regarding soil and ground water investigation and remediation have been satisfied. Therefore, an "Entire Site No Further Action (NFA-E) for chromium and its compounds is hereby determined for the above referenced site.

If you have any questions, please contact Frank Faranca of my staff at (609) 984-4071.

Sincerely,

Roman Luzecky, Section Chief  
Bureau of Federal Case ManagementC: Frank Faranca, DRPSR/BFCM  
Teruo Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Elizabeth Mataset, DPFSR/BCR  
Michael Beard, Kearny Health Department

S:\GRF\PC\B\FCM\FCLHJ.DOC

FILE COPY



APR. 11. 2001 3:24PM

TO: HARRIS MARK  
(KIMM)  
cc MARK HARRIS



State of New Jersey  
Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

DONALD T. DIFRANCESCO  
Acting Governor

April 2, 2001

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
NO. 70993200 0009 6665 0395

Dave Rabbe  
Chemical Land Holdings Corporation  
2 Tower Center Blvd, 10th floor  
East Brunswick, NJ 08816

Re: Entire Site No Further Action Letter (Unrestricted-Use) and Covenant Not to Sue  
Chromium Site 55 (New Rent Trucking)  
Block 134, Lots 3, 5 and 5A  
520 Belleville Turnpike  
Kearny Town, Hudson County  
KCSL # NJL000005025

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) has made a determination that no further action is necessary for the remediation of the site as specifically referenced above, except as noted below, so long as Chemical Land Holdings did not withhold any information from the Department. This action is based upon information in the Department's case file and Chemical Land Holding's final certified report-dated January 2000. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Action Report pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site.

COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute requires a covenant not to sue with each "no further action" letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

APR. 11. 2001 3:24PM

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the final certified report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.


Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the investigation covered by this Covenant if the Department requires additional remediation in order to remove the institutional control. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Chemical Land Holdings (on behalf of Occidental Chemical Corp.)

Name: David Rabbe

Signature: 

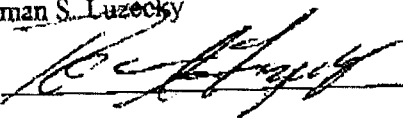
Title: H&S01 PRESIDENT

Dated: 4/3/01

APR. 11. 2001 3:25PM

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Name: Roman S. Luzecky

Signature: 

Title: Section Chief, Bureau of Case Management

Dated: 4/2/01

\*\*\*

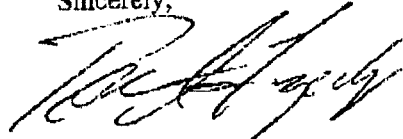
NOTICES

Please be advised that this No Further Action Determination is based on the completion of the Remedial Action and any addenda in accordance with the terms of the July 17, 2000 Department approval.

Please be advised that pursuant to the Procedures for Department Oversight of the Remediation of Contaminated Sites (N.J.A.C. 7:26C-et. seq.) Chemical Land Holdings is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca at (609) 984-4071.

Sincerely,



Roman S. Luzecky, Section Chief  
Bureau of Case Management

- Cc: Frank Faranca, BCM
- Terry Sugihara, DPFSR/BEERA
- Linda Welkom, DPFSR/BEMQA
- Eric Broadway, Esq., DOL
- Michael Beard, Kearny Health Department (lot 5A)
- Bellpike Industrial Park (lot 3 & 5)

APR. 11. 2001, 4:05PM. TX SL  
TO: HARRIS MARK

(MARK)



10

cc: MARK HARRIS  
State of New Jersey

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

DONALD T. DIFRANCESCO  
Acting Governor

April 2, 2001

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
NO. 2099 3220 0009 6165 0388

Dave Rabbe  
Chemical Land Holdings Corporation  
2 Tower Center Blvd, 10th floor  
East Brunswick, NJ 08816

Re: Entire Site No Further Action Letter (Unrestricted-Use) and Covenant Not to Sue  
Chromium Site 56 (NJ Turnpike Kearny #1)  
Block 287, Lots 23 & 29P  
Belleville Turnpike  
Kearny Town, Hudson County  
KCSL # NJL000005025

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) has made a determination that no further action is necessary for the remediation of the site as specifically referenced above, except as noted below, so long as Chemical Land Holdings did not withhold any information from the Department. This action is based upon information in the Department's case file and Chemical Land Holding's final certified report-dated January 2000. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Action Report pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site.

### COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute requires a covenant not to sue with each "no further action" letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

APR. 11. 2001 4:05PM

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the final certified report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the investigation covered by this Covenant if the Department requires additional remediation in order to remove the institutional control. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Chemical Land Holdings (on behalf of Occidental Chemical Corp.)

Name: David Rabbe

Signature: \_\_\_\_\_

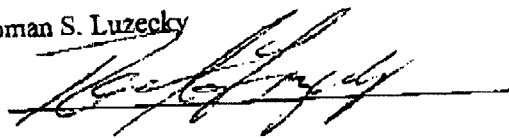
Title: \_\_\_\_\_

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

APR. 11. 2001 4:06PM

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Name: Roman S. Luzecky

Signature: 

Title: Section Chief, Bureau of Case Management

Dated: 4/2/01

\*\*\*

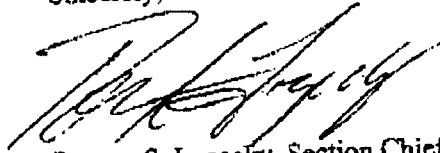
NOTICES

Please be advised that this No Further Action Determination is based on the completion of the Remedial Action and any addenda in accordance with the terms of the July 17, 2000 Department approval.

Please be advised that pursuant to the Procedures for Department Oversight of the Remediation of Contaminated Sites (N.J.A.C. 7:26C-et. seq.) Chemical Land Holdings is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca at (609) 984-4071.

Sincerely,



Roman S. Luzecky, Section Chief  
Bureau of Case Management

- Cc: Frank Faranca, BCM
- Terry Sugihara, DPFSR/BEERA
- Linda Welkom, DPFSR/BEMQA
- Eric Broadway, Esq., DOL
- Michael Beard, Kearny Health Department
- Timothy Doolan, NJ Turnpike Authority, (Owner - Lot 23)
- Strauss Communications, Inc., (Owner - Lot 29P)

FILE: SITX 56  
(KEARNY)



~~CC. MARK HARRIS~~

State of New Jersey

DONALD T. DiFRANCESCO  
Acting Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
NO. 7099 3220 0009 6165 0388

April 2, 2001

Dave Rabbe  
Chemical Land Holdings Corporation  
2 Tower Center Blvd, 10th floor  
East Brunswick, NJ 08816

Re: Entire Site No Further Action Letter (Unrestricted-Use) and Covenant Not to Sue  
Chromium Site 56 (NJ Turnpike Kearny #1)  
Block 287, Lots 23 & 29P  
Belleville Turnpike  
Kearny Town, Hudson County  
KCSL # NJL000005025

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) has made a determination that no further action is necessary for the remediation of the site as specifically referenced above, except as noted below, so long as Chemical Land Holdings did not withhold any information from the Department. This action is based upon information in the Department's case file and Chemical Land Holding's final certified report-dated January 2000. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Action Report pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site.

### COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute requires a covenant not to sue with each "no further action" letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the final certified report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the investigation covered by this Covenant if the Department requires additional remediation in order to remove the institutional control. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Chemical Land Holdings (on behalf of Occidental Chemical Corp.)

Name: David Rabbe

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Name: Roman S. Luzecky

Signature: \_\_\_\_\_

Title: Section Chief, Bureau of Case Management

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

\*\*\*

NOTICES

Please be advised that this No Further Action Determination is based on the completion of the Remedial Action and any addenda in accordance with the terms of the July 17, 2000 Department approval.

Please be advised that pursuant to the Procedures for Department Oversight of the Remediation of Contaminated Sites (N.J.A.C. 7:26C-et. seq.) Chemical Land Holdings is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca at (609) 984-4071.

Sincerely,



Roman S. Luzecky, Section Chief  
Bureau of Case Management

Cc: Frank Faranca, BCM  
Terry Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Eric Broadway, Esq., DOL  
Michael Beard, Kearny Health Department  
Timothy Doolan, NJ Turnpike Authority, (Owner - Lot 23)  
Strauss Communications, Inc., (Owner - Lot 29P)



State of New Jersey

Christine Todd Whitman  
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
NO. PI27 638 833

**DEC 22 1998**

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Re: Entire Site - Unrestricted Use, No Further Action Letter and Covenant Not to Sue  
Chromium Site 62, West Hudson Lumber

Location: 60 Arlington Avenue  
Kearny Town, Hudson County  
Block: 226; Lot: 13

KCSL #: NJL000005025

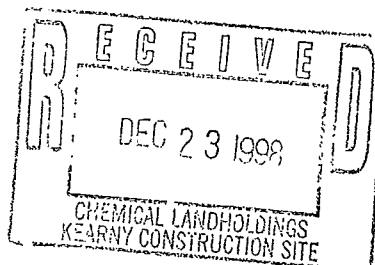
Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) makes a determination that no further action is necessary for the remediation of the site, as specifically referenced above, except as noted below, so long as Chemical Land Holdings Corporation (CLH) did not withhold any information from the Department. This action is based upon information in the Department's case file and CLH's Remedial Action Plan - Final Implementation Report dated November 23, 1998. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site.

COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute



requires a covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the Interim Remedial Measures Final Implementation Report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

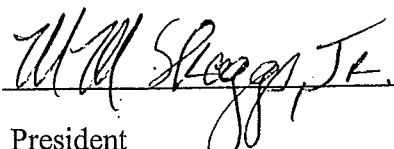
Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

The Department may revoke this Covenant at any time after providing notice upon its determination that either:

- (a) person with the legal obligation to comply with any condition in this No Further Action Letter has failed to do so; or
- (b) any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Chemical Land Holdings ~~XXXXXXXXXX~~, Inc. (on  
behalf of Occidental Chemical Corporation)  
Name: M.M. Skaggs

Signature:   
Title: President

Dated: December 30, 1998

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Name: Roman Luzecky

Signature: \_\_\_\_\_

Title: Section Chief

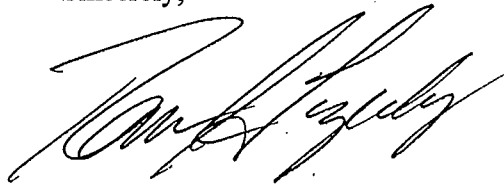
Dated: \_\_\_\_\_

Direct Billing

Please be advised that pursuant to the Procedures for Department Oversight of the Remediation of Contaminated Sites (N.J.A.C. 7:26C et seq.) Chemical Land Holdings Corporation is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca (609) 984-4071.

Sincerely,



Roman Luzecky, Section Chief  
Bureau of Federal Case Management

c: Terry Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Michael Beard, Kearny Health Department



## State of New Jersey

Department of Environmental Protection

Christine Todd Whitman  
Governor

Robert C. Shinn, Jr.  
Commissioner

# FILE COPY

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
NO. \_\_\_\_\_

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Dear Mr. Rabbe:

Re: **Chemical Land Holdings and Occidental Chemical Corporation**  
**Remedial Investigation (RI) Report - Site 110**  
**200 Garfield Avenue (Block 229, Lot 1)**  
**Kearny Town, Hudson County**

The New Jersey Department of Environmental Protection (Department) has reviewed the above referenced report prepared by Eckenfelder Inc. on behalf of Chemical Land Holdings, Inc. (CLH) and Occidental Chemical Corporation (OCC) received on October 27, 1997. This report was submitted in accordance with paragraph 32 of the April 17, 1990 Administrative Consent Order (ACO) between the Department and OCC.

In accordance with paragraph 34 of the ACO, the Department has determined that the RI Report and the conclusions contained therein are approved. This approval signifies that the above referenced site is now considered clean with respect to chromium and its compounds and this site shall be removed from the Department's list of known chromium sites. All of OCC's responsibilities as stipulated in ACO regarding soil and ground water investigation and remediation have been satisfied. Therefore, an "Entire Site No Further Action (NFA-B) for chromium and its compounds is hereby determined for the above referenced site.

If you have any questions, please contact Frank Faranca of my staff at (609) 984-4071.

Sincerely,

Roman Luzecky, Section Chief  
Bureau of Federal Case Management

C: Frank Faranca, DRPSR/BFCM  
Teruo Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Elizabeth Mataset, DPFSR/BCR  
Michael Beard, Kearny Health Department

SAORPARPCBEFCMVFCLH3.DOC

*encl*



State of New Jersey

CHRIS CHRISTIE  
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

Bureau of Case Management  
401 East State Street  
P.O. Box 028  
Trenton, NJ 08625-0028

RECEIVED

DEC 17 2010

Tierra Solutions

December 13, 2010

Tierra Solutions Inc.  
Attn: Mr. David Rabbe, President  
2 Tower Center Blvd - 10th Fl.  
East Brunswick Twp, NJ 08816

Re: **No Further Action Letter**

Remedial Action Type: Unrestricted Use for the Maintenance Building Area of Concern  
Hudson County Chromate – Occidental Chemical and Tierra Solutions Inc.  
Chromium Site #: 126 (Kuehne Chemical)  
Block: 298; Lots: 10 & 10.01  
Kearny Town, Hudson County  
Program Interest #: G000008790

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) issues this "No Further Action Letter" for the remediation of the Maintenance Building area of concern specifically referenced above, so long as Occidental Chemical and Tierra Solutions Inc. did not withhold any information from the Department. This action is based upon information in the Department's case file and Occidental Chemical and Tierra Solutions Inc.'s final certified report dated November 30, 2010. In issuing this No Further Action Letter, the Department has relied upon the certified representations and information provided to the Department. To remain in compliance with the terms of this No Further Action Letter, Occidental Chemical and Tierra Solutions Inc. as well as each subsequent owner, lessee and operator must comply with the conditions noted below.

By issuance of this No Further Action Letter, the Department acknowledges the completion of a Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the chromium contamination at the Maintenance Building Area of Concern and no other areas (see attached figure).

By operation of law a Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1 applies to this remediation. The Covenant Not to Sue is subject to any conditions and limitations contained herein. The Covenant Not to Sue remains effective only as long as the real property referenced above continues to meet the conditions of this No Further Action Letter.

## NO FURTHER ACTION CONDITIONS

Pursuant to N.J.S.A. 58:10B-12o, Occidental Chemical and Tierra Solutions Inc. and any other person who was liable for the cleanup and removal costs, and remains liable pursuant to the Spill Act, shall inform the Department in writing within 14 calendar days whenever its name or address changes. Any notices submitted pursuant to this paragraph shall reference the above case numbers and shall be sent to: Bureau of Case Assignment and Initial Notice – Case Assignment Section, P.O. Box 434, Trenton, N.J. 08625-0434.

### Known Contamination – Bureau of Case Management

This “No Further Action Letter” specifically does not address the remaining areas of the site with chromium contamination which are currently being addressed by Occidental Chemical and Tierra Solutions, Inc. under their April 17, 1990 Administrative Consent Order with the State of New Jersey.

Please be advised that in accordance with the “Department Oversight of the Remediation of Contaminated Sites” (N.J.A.C. 7:26C), Occidental Chemical and Tierra Solutions Inc. is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca at (609) 984-4071.

Sincerely,



Gwen B. Zervas, P.E., Section Chief  
Bureau of Case Management

Enclosure: Figure 1 – Post remediation conditions for the planned maintenance building

- c: Frank Faranca, Case Manager
- David VanEck, NJDEP/BGWPA
- Teruo Sugihara, NJDEP/BEERA
- Joslin Tamagno, NJDEP/Land Use Regulation
- Richard Wilkes, Kuehne Chemical
- John Sarnas, Kearny Dept of Health
- Robert Ferraiuolo, Hudson Regional Health Commission
- Hudson County Planning Board
- Alberto G. Santos, Kearny Town







State of New Jersey

Department of Environmental Protection

Christine Todd Whitman  
Governor

Robert C. Shinn, Jr.  
Commissioner

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
NO. P127 1038 325

NOV 16 1999

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Re: Entire Site, Unrestricted Use No Further Action Letter and Covenant Not to Sue  
Chromium Site 145 - Bellezza Construction  
Block 287, Lots 79, 81, and 82R  
2 Fish House Road  
Kearny Town, Hudson County  
KCSL # NJL000005025

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) has made a determination that no further action is necessary for the remediation of the site as specifically referenced above, except as noted below, so long as Chemical Land Holdings did not withhold any information from the Department. This action is based upon information in the Department's case file and Chemical Land Holding's final certified report-dated January 8, 1999. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site.

COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute requires a covenant not to sue with each "no further action" letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the final certified report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

The Department may revoke this Covenant at any time after providing notice upon its determination that either:

- (a) any person with the legal obligation to comply with any condition in this No Further Action Letter has failed to do so; or
- (b) any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Chemical Land Holdings (on behalf of Occidental Chemical Corp.)

Name: David Rabbe

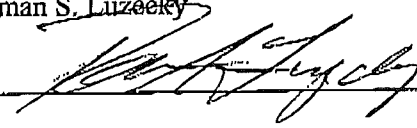
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Name: Roman S. Luzecky

Signature:  \_\_\_\_\_

Title: Section Chief, Bureau of Case Management

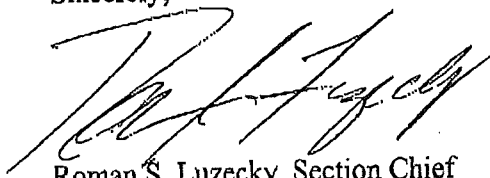
Dated: 11/14/99

\*\*\*

Please be advised that pursuant to the Procedures for Department Oversight of the Remediation of Contaminated Sites (N.J.A.C. 7:26C et seq) Chemical Land Holdings is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca at (609) 984-4071.

Sincerely,



Roman S. Luzecky, Section Chief  
Bureau of Case Management

- Cc: Bruce Venner, BFCM
- Frank Faranca, BFCM
- Terry Sugihara, DPFSR/BEERA
- Linda Welkom, DPFSR/BEMQA
- Eric Broadway, Esq., DOL
- Michael Beard, Keamy Health Department
- Ms. Angela Spanovich, Bellezza Construction Company, Inc.



FILE COPY

## State of New Jersey

Christine Todd Whitman  
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**NO. \_\_\_\_\_**

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Dear Mr. Rabbe:

Re: **Chemical Land Holdings and Occidental Chemical Corporation**  
**Remedial Investigation (RI) Report - Site 148**  
**350 Coastal Street (Block 5078, Lot 15)**  
**Newark City, Essex County**

The New Jersey Department of Environmental Protection (Department) has reviewed the above referenced report prepared by Eckenfelder Inc. on behalf of Chemical Land Holdings, Inc. (CLH) and Occidental Chemical Corporation (OCC) received on October 27, 1997. This report was submitted in accordance with paragraph 32 of the April 17, 1990 Administrative Consent Order (ACO) between the Department and OCC.

In accordance with paragraph 34 of the ACO, the Department has determined that the RI Report and the conclusions contained therein are approved. This approval signifies that the above referenced site is now considered clean with respect to chromium and its compounds and this site shall be removed from the Department's list of known chromium sites. All of OCC's responsibilities as stipulated in ACO regarding soil and ground water investigation and remediation have been satisfied. Therefore, an "Entire Site No Further Action (NFA-E) for chromium and its compounds is hereby determined for the above referenced site.

If you have any questions, please contact Frank Faranca of my staff at (609) 984-4071.

Sincerely,

Roman Luzecky, Section Chief  
Bureau of Federal Case Management

C: Frank Faranca, DRPSR/BFCM  
Terno Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Elizabeth Mataset, DPFSR/BCR  
Michael Beard, Kearny Health Department

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FILE COPY

State of New Jersey

Christine Todd Whitman  
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**NO. \_\_\_\_\_**

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Dear Mr. Rabbe:

**Re: Chemical Land Holdings and Occidental Chemical Corporation  
Remedial Investigation (RI) Report - Site 169  
East Side of Central Avenue (Between 2<sup>nd</sup> and 3<sup>rd</sup> Street)  
Kearny Town, Hudson County**

The New Jersey Department of Environmental Protection (Department) has reviewed the above referenced report prepared by Eckenfelder Inc. on behalf of Chemical Land Holdings, Inc. (CLH) and Occidental Chemical Corporation (OCC) received on October 27,1997. This report was submitted in accordance with paragraph 32 of the April 17, 1990 Administrative Consent Order (ACO) between the Department and OCC.

In accordance with paragraph 34 of the ACO, the Department has determined that the RI Report and the conclusions contained therein are approved. This approval signifies that the above referenced site is now considered clean with respect to chromium and its compounds and this site shall be removed from the Department's list of known chromium sites. All of OCC's responsibilities as stipulated in ACO regarding soil and ground water investigation and remediation have been satisfied. Therefore, an "Entire Site No Further Action (NFA-E) for chromium and its compounds is hereby determined for the above referenced site.

If you have any questions, please contact Frank Faranca of my staff at (609) 984-4071.

Sincerely,

Roman Luzacky, Section Chief  
Bureau of Federal Case Management

C: Frank Faranca, DRPSR/BFCM  
Teruo Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Elizabeth Mataset, DPFSR/BCR  
Michael Beard, Kearny Health Department

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State of New Jersey

Department of Environmental Protection

Christine Todd Whitman  
Governor

Robert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
NO. P 127 638 833

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

**DEC 22 1998**

Re: Entire Site - Unrestricted Use, No Further Action Letter and Covenant Not to Sue  
Chromium Site 170, Bergen Barrel and Drum Company

Location: 43 - 45 O'Brien Road  
Kearny Town, Hudson County  
Block: 150; Lot: 4B

KCSL #: NJL000005025

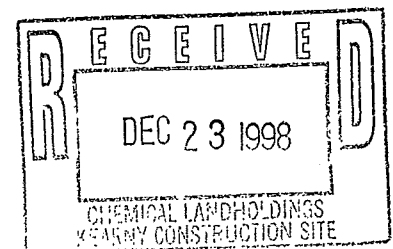
Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) makes a determination that no further action is necessary for the remediation of the site, as specifically referenced above, except as noted below, so long as Chemical Land Holdings Corporation (CLH) did not withhold any information from the Department. This action is based upon information in the Department's case file and CLH's Remedial Action Plan – Final Implementation Report dated November 25, 1998. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site.

COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute



requires a covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the Interim Remedial Measures Final Implementation Report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

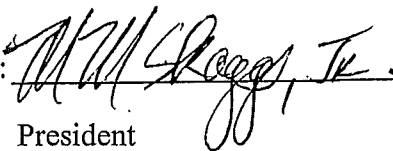
Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

The Department may revoke this Covenant at any time after providing notice upon its determination that either:

- (a) person with the legal obligation to comply with any condition in this No Further Action Letter has failed to do so; or
- (b) any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Chemical Land Holdings ~~Corporation~~, Inc. (on  
behalf of Occidental Chemical Corporation)  
Name: M.M. Skaggs

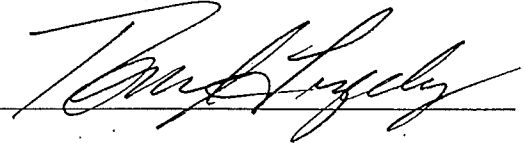
*PWS* Signature: 

Title: President

Dated: December 30, 1998

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Name: Roman Luzecky

Signature: 

Title: Section Chief

Dated: 12/14/99

Direct Billing

Please be advised that pursuant to the Procedures for Department Oversight of the Remediation of Contaminated Sites (N.J.A.C. 7:26C et seq.) Chemical Land Holdings Corporation is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca (609) 984-4071.

Sincerely,



Roman Luzecky, Section Chief  
Bureau of Federal Case Management

c: Terry Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Michael Beard, Kearny Health Department





FILE COPY

## State of New Jersey

Department of Environmental Protection

Christine Todd Whitman  
GovernorRobert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**NO. \_\_\_\_\_**

Davo Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Dear Mr. Rabbe:

Re: **Chemical Land Holdings and Occidental Chemical Corporation**  
**Remedial Investigation (RI) Report - Site 171**  
**Central Avenue Right-of Way (Between Pennsylvania Avenue and 2<sup>nd</sup> Street)**  
**Kearny Town, Hudson County**

The New Jersey Department of Environmental Protection (Department) has reviewed the above referenced report prepared by Eckenfelder Inc. on behalf of Chemical Land Holdings, Inc. (CLH) and Occidental Chemical Corporation (OCC) received on October 27, 1997. This report was submitted in accordance with paragraph 32 of the April 17, 1990 Administrative Consent Order (ACO) between the Department and OCC.

In accordance with paragraph 34 of the ACO, the Department has determined that the RI Report and the conclusions contained therein are approved. This approval signifies that the above referenced site is now considered clean with respect to chromium and its compounds and this site shall be removed from the Department's list of known chromium sites. All of OCC's responsibilities as stipulated in ACO regarding soil and ground water investigation and remediation have been satisfied. Therefore, an "Entire Site No Further Action (NFA-E) for chromium and its compounds is hereby determined for the above referenced site.

If you have any questions, please contact Frank Faranca of my staff at (609) 984-4071.

Sincerely,

Roman Luzecky, Section Chief  
Bureau of Federal Case Management

C: Frank Faranca, DRPSR/BFCM  
Teruo Sugihara, DPFSR/BBERA  
Linda Welkom, DPFSR/BEMQA  
Elizabeth Matasot, DPFSR/BCR  
Michael Beard, Kearny Health Department

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## State of New Jersey

CHRIS CHRISTIE  
Governor

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Case Management  
401 East State Street  
P.O. Box 028  
Trenton, NJ 08625-0028

BOB MARTIN  
Acting Commissioner

KIM GUADAGNO  
Lt. Governor

Tierra Solutions Inc.  
Attn: Mr. David Rabbe, President  
2 Tower Center Blvd - 10th Fl.  
East Brunswick Twp, NJ 08816

Received

March 16, 2010

MAR 18 2010

Tierra Solutions

Re: **No Further Action Letter**

Unrestricted Use for the Entire Site  
Hudson County Chromate - Occidental  
Chromium Site # 193 (McWhirter Road #1)  
Block 150, Lot 13  
Kearny Town, Hudson County  
Program Interest #: G000008790

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) issues this "No Further Action" Letter for the remediation of the site specifically referenced above, so long as Tierra Solutions Inc. did not withhold any information from the Department. This action is based upon information in the Department's case file and Tierra Solutions Inc.'s final certified report dated February 1, 2004. In issuing this No Further Action Letter, the Department has relied upon the certified representations and information provided to the Department. To remain in compliance with the terms of this No Further Action Letter, Tierra Solutions Inc. as well as each subsequent owner, lessee and operator must comply with the conditions noted below.

By issuance of this No Further Action Letter, the Department acknowledges the completion of a Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), the Department's Chromium Policy Directive dated February 8, 2007 and other applicable requirements for chromium and its compounds for the entire site.

By operation of law a Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1 applies to this remediation. The Covenant Not to Sue is subject to any conditions and limitations contained herein. The Covenant Not to Sue remains effective only as long as the real property referenced above continues to meet the conditions of this No Further Action Letter.

### NO FURTHER ACTION CONDITIONS

Pursuant to N.J.S.A. 58:10B-12o, Tierra Solutions Inc. and any other person who was liable for the cleanup and removal costs, and remains liable pursuant to the Spill Act, shall inform the Department in writing within 14 calendar days whenever its name or address changes. Any notices submitted pursuant to this paragraph shall reference the above case numbers and shall be

sent to: Bureau of Case Assignment and Initial Notice – Case Assignment Section, P.O. Box 434, Trenton, N.J. 08625-0434.

Tierra Solutions Inc. as well as each subsequent owner, lessee and operator (collectively Successors) shall comply with each of the following:

Well Decommissioning

Pursuant to N.J.S.A. 58:4A, Hudson County Chromate - Occidental shall properly decommission all monitoring wells installed as part of a remediation that will no longer be used for ground water monitoring. A New Jersey licensed well driller shall decommission the wells in accordance with the requirements of N.J.A.C. 7:9D-3.1 (et seq.). After the well has been decommissioned by a New Jersey licensed well driller, the well driller is required to submit a copy of the decommissioning report on your behalf to the Bureau of Water Systems and Well Permitting. Please note that only a New Jersey licensed well driller may perform this work. More information about regulations regarding the maintenance and decommissioning of wells in New Jersey can be found at "<http://www.nj.gov/dep/watersupply/>". For a list of New Jersey licensed well drillers, click on the "reports" button in the left column and select "access the well permit reports." Questions can be emailed to "[wellpermitting@dep.state.nj.us](mailto:wellpermitting@dep.state.nj.us)".

Please be advised that in accordance with the "Department Oversight of the Remediation of Contaminated Sites" (N.J.A.C. 7:26C), Tierra Solutions Inc. is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca at (609) 984-4071.

Sincerely,



Roman Luzecky, Section Chief  
Bureau of Case Management

cc: Alberto G. Santos, Kearny Town  
Hudson County Planning Board  
Robert Ferraiuolo, Hudson Regional Health Commission  
John Sarnas, Kearny Dept of Health  
Frank Faranca, Case Manager  
Terry Sugihara, NJDEP/BEERA  
David VanEck, NJDEP/BGWPA



State of New Jersey

Christine Todd Whitman  
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
NO. P127 638 795

**DEC 02 1998**

Dave Rabbe  
Chemical Land Holdings Corporation  
1015 Belleville Turnpike  
Kearny, New Jersey 07032

Re: Entire Site - Unrestricted Use, No Further Action Letter and Covenant Not to Sue  
Chromium Site 195, Belleville Turnpike No. 1

Location: Belleville Turnpike  
Kearny Town, Hudson County  
Block: 149; Lots: 9 & 10  
Block: 287; Lots: 2 & 4A

KCSL #: NJL000005025

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) makes a determination that no further action is necessary for the remediation of the site, as specifically referenced above, except as noted below, so long as Chemical Land Holdings Corporation (CLH) did not withhold any information from the Department. This action is based upon information in the Department's case file and CLH's Interim Remedial Measures Final Implementation Report dated November 13, 1998. In issuing this No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site.

COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute

requires a covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the Interim Remedial Measures Final Implementation Report for the real property at the site identified above, or payment of cleanup and removal costs for such additional remediation.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

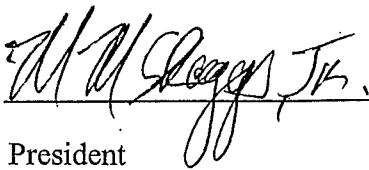
The Department may revoke this Covenant at any time after providing notice upon its determination that either:

- (a) person with the legal obligation to comply with any condition in this No Further Action Letter has failed to do so; or
- (b) any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

Chemical Land Holdings ~~XXXXXXXXXX~~, Inc. (on behalf of Occidental Chemical Corporation)

Name: M.M. Skaggs

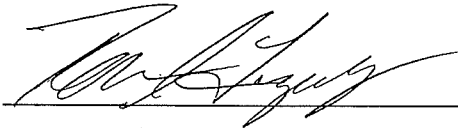
*PRESEA* Signature: 

Title: President

Dated: December 30, 1998

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Name: Roman Luzecky

Signature: 

Title: Section Chief

Dated: 12/2/98

Direct Billing

Please be advised that pursuant to the Procedures for Department Oversight of the Remediation of Contaminated Sites (N.J.A.C. 7:26C et seq.) Chemical Land Holdings Corporation is required to reimburse the Department for oversight of the remediation. The Department will be issuing a bill within the next four months.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca (609) 984-4071.

Sincerely,



Roman Luzecky, Section Chief  
Bureau of Federal Case Management

c: Terry Sugihara, DPFSR/BEERA  
Linda Welkom, DPFSR/BEMQA  
Michael Beard, Kearny Health Department

*WPC*



State of New Jersey

Department of Environmental Protection

Bradley M. Campbell  
Commissioner

James E. McGreevey  
Governor  
November 3, 2003

Dave Rabbe  
Tierra Solutions Inc.  
2 Tower Center Blvd, 10th floor  
East Brunswick, NJ 08816

Re: Entire Site Restricted Use No Further Action Letter and Covenant Not to Sue  
Occidental Chemical Corporation and Tierra Solutions, Inc. Administrative Consent Order  
Chromium Site 201 (New Jersey Turnpike #2)  
Block 287, Lot 7A & 8B and Block 149, Lot 11B  
1000 Belleville Turnpike  
Kearny Town, Hudson County  
KCSL # NJL000005025

RECEIVED

JY 24 2003

TIERRA SOLUTIONS INC

Dear: Mr. Rabbe,

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) has made a determination that no further action is necessary for the remediation of the site specifically referenced above, except as noted below, so long as Tierra Solutions Inc. did not withhold any information from the Department. This action is based upon information in the Department's case file and Tierra Solution's final certified report dated March 2002. In issuing this Restricted Use No Further Action Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this No Further Action Determination, the Department acknowledges the completion of a Remedial Investigation and Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the entire site

**NO FURTHER ACTION CONDITIONS**

As a condition of this No Further Action Determination pursuant to N.J.S.A. 58:10B-12o, Tierra Solution Inc. and any other person who was liable for the cleanup and removal costs, and remains liable pursuant to the Spill Act, shall inform the Department in writing within 14 calendar days whenever its name or address changes. Any notices submitted pursuant to this paragraph shall reference the above case numbers and shall be sent to: Director, Division of Remediation Management and Response, P.O. Box 28, Trenton, N.J. 08625.

Tierra Solution Inc. as well as each subsequent owner, lessee and operator (collectively Successors) shall comply with each of the following:

Deed Notice

Pursuant to N.J.S.A. 58:10B-13a, Tierra Solution Inc. and the Successors shall ensure that the Deed Notice filed on February 14, 2003 with Hudson County Register of Deeds is complied with Restricted Use NFA: including maintenance of applicable engineering controls. The deed notice can be found at recording book number 07041 and page numbers 00269 located at the county office.

Pursuant to N.J.S.A 58:10B-13h, an owner of a property on which a Deed Notice has been recorded shall notify any person who intends to excavate on the site of the nature and location of any contamination existing on the site and of any conditions or measures necessary to prevent exposure to contaminants.

#### Classification Exception Area

Pursuant to N.J.A.C. 7:9-6, Tierra Solution Inc. and the Successors shall comply with the provisions of Classification Exception Area included below, to sample bi-annually for the Classification Exception Area.

#### Well Sealing

Pursuant to N.J.S.A. 58:4A, Tierra Solution Inc. shall properly seal all monitoring wells installed as part of a remediation that will no longer be used for ground water monitoring. A certified and licensed well driller shall seal the wells in accordance with the requirements of N.J.A.C. 7:9D-3.1 (et seq.). The well abandonment forms shall be completed and submitted to the Bureau of Water Allocation. Please call (609) 984-6831 for forms and information.

#### Monitoring of Compliance

Pursuant to N.J.S.A. 58:10B-13.1, Tierra Solution Inc. and the Successors shall conduct monitoring for compliance and effectiveness of the institutional and engineering control(s) specified in this document and submit written certification to the Department every two (2) years that the institutional and engineering control(s) are being properly maintained and continue to be protective of public health and safety and the environment. Any such certification shall include the information relied upon to determine that no changes have occurred.

### **CLASSIFICATION EXCEPTION AREA (CEA) AND WELL RESTRICTION AREA (WRA)**

Because concentrations of contaminants remain above the Ground Water Quality Standards, N.J.A.C. 7:9-6 (et seq.), a CEA and WRA are required, at this time, as institutional controls.

This CEA and WRA are based, in part, on the aquifer and contaminant data and evaluations provided in the above referenced report and/or case file. The CEA and WRA are the area defined by the area identified on the enclosed map. Any special conditions or restrictions for water use within the WRA will be administered by the Department's Bureau of Water Allocation.

This CEA and WRA apply to Total and Hexavalent Chromium only. All other constituent standards apply within the CEA. All constituent standards (N.J.A.C. 7:9-6) apply at the designated boundary. All designated ground water uses within this area are suspended for the duration of the CEA. Pursuant to N.J.A.C. 7:9-6.4, "designated use" means a present or potential use of ground water within a ground water classification area as determined by N.J.A.C. 7:9-6.5. Pursuant to N.J.A.C. 7:9-6.5, this area is presently



designated as Class II-A. The primary designated use for Class II-A ground water is potable water; secondary uses include agricultural and industrial water.

The duration of the CEA and WRA is set at indefinite number of years from the date of this letter. This is equal to the predicted duration for contaminant degradation in the above referenced report. The Ground Water Quality Standards for Total Chromium is 100 ppb. Should concentrations of contaminants reach their respective criteria as demonstrated through ground water sampling, the Department will consider any requests to terminate the CEA and WRA. Monitoring Wells CEA-01, CEA-02, 201-102(s) and 201-112(d) must be sampled to lift the CEA. The Department's evaluation of the ground water sampling results, to determine compliance with the Ground Water Quality Standards, would be through a Memorandum of Agreement (MOA) or other oversight document, executed between Tierra Solution Inc. and the Department.

### COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.1. That statute requires a covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against the following:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property,

for the purposes of requiring remediation to address contamination which existed prior to the date of the final certified report for the real property at the site identified above, including payment of compensation for damages to, or loss of, natural resources and the payment of cleanup and removal costs for such additional remediation.

The person who undertook the remedial action, and each subsequent owner, lessee and operator, during that person's ownership, tenancy or operation, shall maintain those controls and conduct periodic compliance monitoring in the manner the Department requires.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Any person who may benefit from this Covenant is barred from making a claim against the Spill Compensation Fund, N.J.S.A. 58:10-23.11i, and the Sanitary Landfill Facility Contingency Fund, N.J.S.A. 13:1E-105, for any costs or damages relating to the remediation covered by this Covenant if the


Department requires additional remediation in order to remove the institutional control. All other claims against these funds will be controlled by the corresponding statutes and their implementing regulations.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

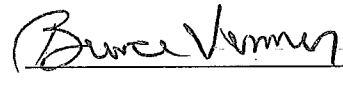
The Department may revoke this Covenant at any time after providing notice upon its determination that either:

- (a) any person with the legal obligation to comply with any condition in this No Further Action Letter has failed to do so; or
- (b) any person with the legal obligation to maintain or monitor any engineering or institutional control has failed to do so.

This Covenant Not to Sue, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant Not to Sue in the lines supplied below and the Department has received one copy of this document with original signatures of the Department and the person who undertook the remediation.

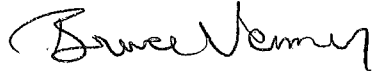
Name: Dave Rabbe  
Signature:   
Title: President  
Dated: 12/1/03

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Name: Bruce Venner  
Signature:   
Title: Bureau Chief, Bureau of Case Management  
Dated: 11/18/03

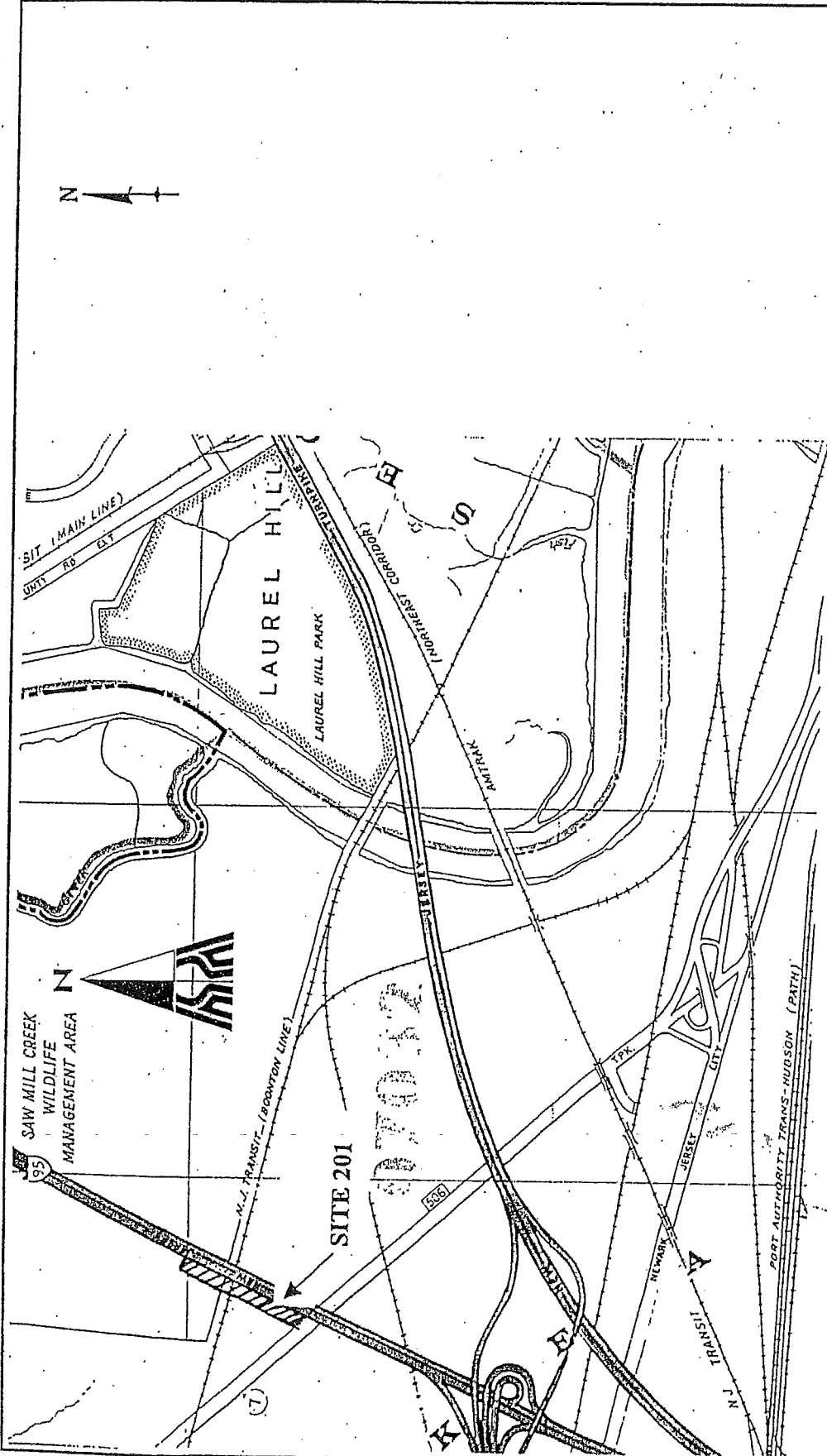
Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca, remedial project manager at (609) 984-4071

Sincerely,



Bruce Venner, Bureau Chief  
Bureau of Case Management

- c: Michael Beard, Kearny Health Department
- Frank Faranca, Remedial Project Manager
- NJDEP-RRE – Rob Hoch (Enclosed Deed Notice)
- Mayor/Clerk, Town of Kearny
- NJDEP- BISPS - John Defina (Enclosed Electronic Data)
- NJDEP-BCFM-Environmental Claims Section

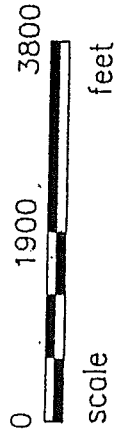


FIGURE

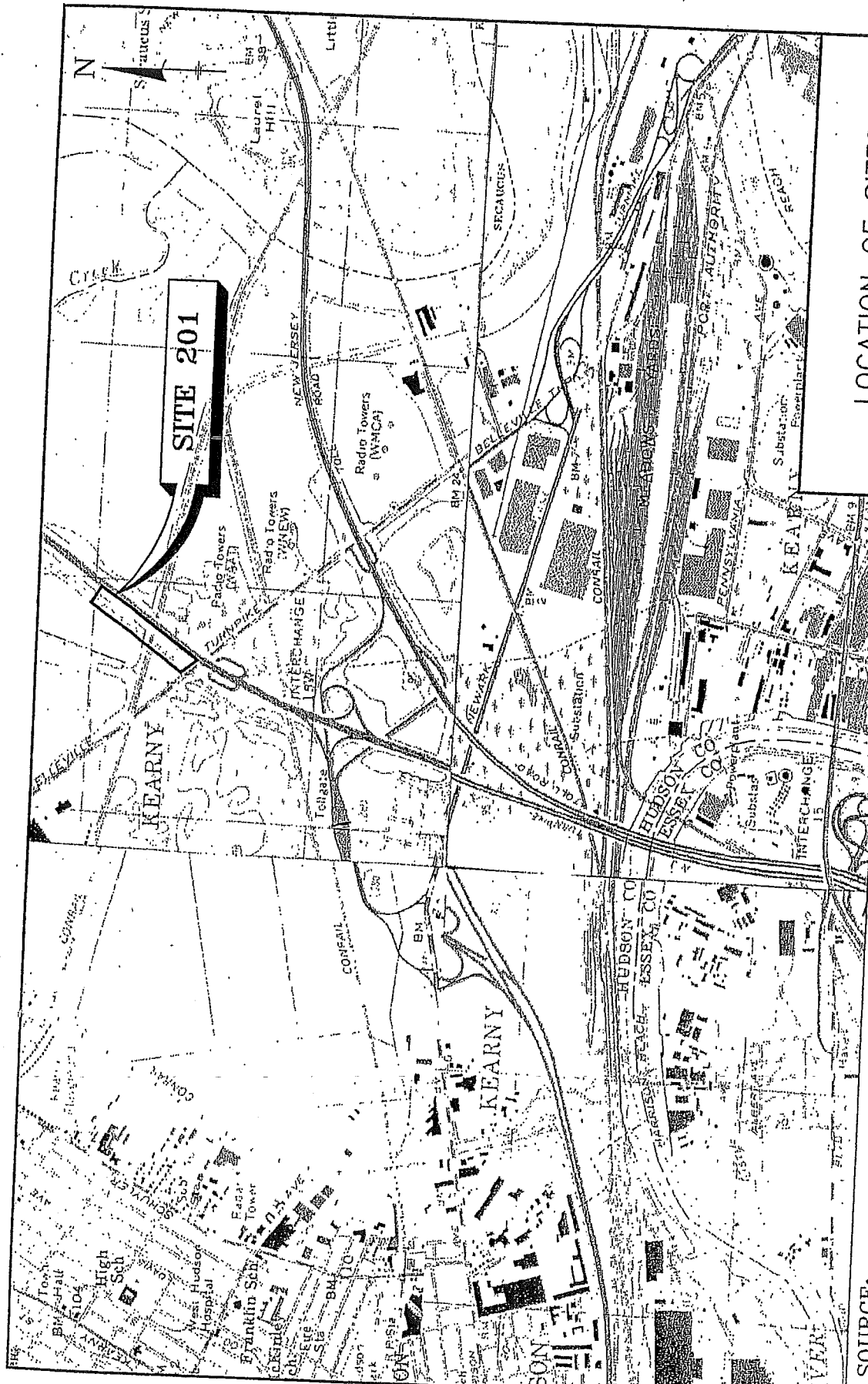
SITE 201  
HAGSTROM STREET MAP

KEARNY, NEW JERSEY

**BROWN AND  
CALDWELL** NEW JERSEY



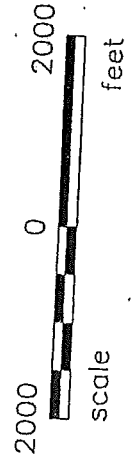
MAP SOURCE:  
HAGSTROM UNION/HUDSON/ESSEX COUNTIES ATLAS &  
METROPOLITAN NEW YORK ROAD ATLAS.



LOCATION OF SITES  
ON USGS QUADRANGLE

COPR SITES  
KEARNY, NEW JERSEY

BROWN AND  
CALDWELL  
Mahwah, New Jersey



**SOURCE:**  
 BASEMAP DERIVED FROM THE FOLLOWING  
 U.S.G.S. 7.5-MINUTE QUADRANGLES:  
 ELIZABETH, N.J. - N.Y.  
 JERSEY CITY, N.J. - N.Y.  
 ORANGE, N.J.  
 WECHAWKEN, N.J. - N.Y.

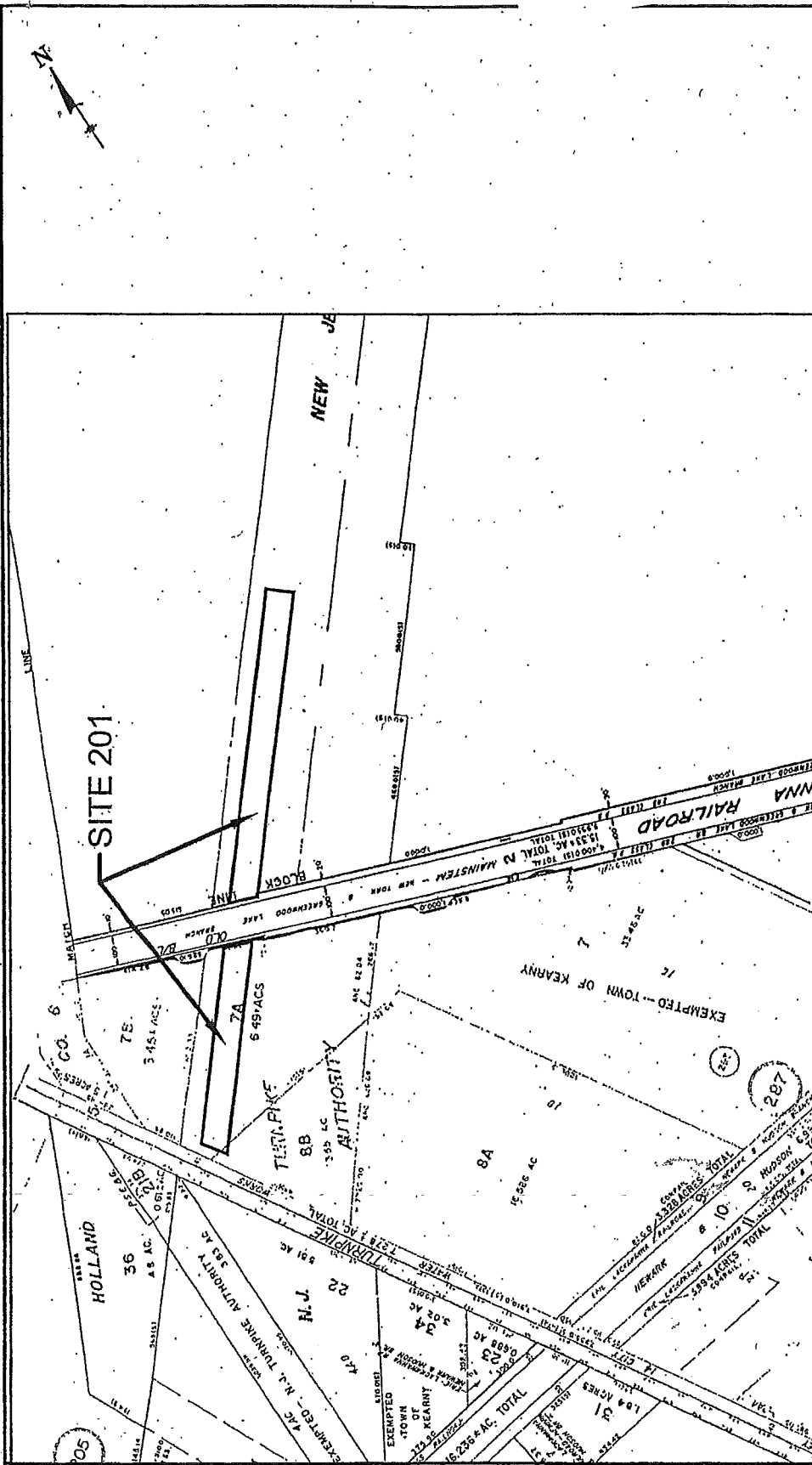


FIGURE A-1

**SITE 201 TAX MAP**

KEARNY, NEW JERSEY

**BROWN AND  
CALDWELL** Allendale, New Jersey

SCALE: NOT TO SCALE

MAP SOURCE:

MAP OBTAINED FROM THE TOWN OF KEARNY.



# State of New Jersey

Department of Environmental Protection

Division of Remediation Management and Response

Bureau of Case Management

P.O. Box 028

Trenton, New Jersey 08625-0028

Phone: (609) 633-1455

Fax: (609) 633-1439

Jon S. Corzine  
Governor

Lisa P. Jackson  
Commissioner

September 15, 2009

Tierra Solutions Inc  
Attn: Mr. David Rabbe, President  
2 Tower Center Blvd - 10th Fl.  
East Brunswick Twp, NJ 08816

Received  
SEP 25 2009  
Tierra Solutions

Re: Area of Concern, No Further Action Letter and Covenant Not to Sue (NFA-A)  
Hudson County Chromate - Occidental  
Chromium Site #210 Area of Concern (AOC) #1 (Ace Trucking/Roadway Express)  
Block 295, Lots 8, 10 & 13 (western parcel) – Map attached  
Kearny Town, Hudson County  
SRP PI: G000008790

Dear Mr. Rabbe:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) makes a determination that no further action is necessary for the remediation of the site specifically referenced above, except as noted below, so long as Occidental Chemical Corporation did not withhold any information from the Department. This action is based upon information in the Department's case file and Occidental Chemical Corporation's final Remedial Action Report dated November 21, 2007. In issuing this No Further Action (NFA) Determination and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department.

By issuance of this NFA Determination, the Department acknowledges the completion of a Remedial Investigation and Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the area of concern #1 and no other areas. The Department reserves its rights to require any person responsible for the contamination at the site to address Natural Resource Injuries.

## NO FURTHER ACTION CONDITIONS

As a condition of this NFA Determination pursuant to N.J.S.A. 58:10B-12o, Occidental Chemical Corporation and any other person who was liable for the cleanup and removal costs, and remains liable pursuant to the Spill Act, shall inform the Department in writing within 14 calendar days whenever its name or address changes. Any notices submitted pursuant to this paragraph shall reference the above case numbers and shall be sent to: Bureau of Risk Management, Initial Notice and Case Assignment - Case Assignment Section, Division of Remediation Support, P.O. Box 28, Trenton, N.J. 08625.

**COVENANT NOT TO SUE**

The Department issues this Covenant Not to Sue (Covenant) pursuant to N.J.S.A. 58:10B-13.1. That statute requires a Covenant not to sue with each no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph that it will not bring any civil action against:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property;

for the purposes of requiring remediation to address contamination which existed prior to the date of the final Remedial Action Report dated November 21, 2007 for the real property at the site identified above, payment of compensation for damages to, or loss of, natural resources, for the restoration of natural resources in connection with the discharge on the property, or payment of cleanup and removal costs for such additional remediation.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.


The Department may revoke this Covenant at any time after providing notice upon its determination that:

- (a) any person with the legal obligation to comply with any condition in this No Further Action Determination has failed to do so.

This Covenant, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant in the lines supplied below and the Department has received one copy of this document bearing original signatures of the Department and the person who undertook the remediation.

**TIERRA SOLUTIONS INCORPORATED ON BEHALF OF OCCIDENTAL CHEMICAL CORPORATION**

By: Mr. David Rabbe

Signature: 


Title: President

Dated: 10/5/09



**NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

By: Gwen B. Zervas, P.E.

Signature: 

Title: Section Chief, Bureau of Case Management

Dated: 9/18/09

**NOTICES**

Known Contamination - Bureau of Risk Management, Initial Notice and Case Assignment Referral

This NFA Determination specifically does not address the chromium contamination identified on Block 295, Lot 13 (eastern parcel) known as Area of Concern #2. This AOC is being addressed separately by the Bureau of Case Management.

Direct Billing

Please be advised that in accordance with the "Department Oversight of the Remediation of Contaminated Sites" (N.J.A.C. 7:26C), Occidental Chemical Corporation is required to reimburse the Department for oversight of the remediation.

Thank you for your attention to these matters. If you have any questions, please contact Frank Faranca, Site Remediation Technical Specialist at (609) 984-4071.

Sincerely,



Gwen B. Zervas, P.E., Section Chief  
Bureau of Case Management

- c: Frank Faranca, NJDEP/BCM  
Terry Sugihara, NJDEP/BEERA  
David VanEck, NJDEP/BGWPA  
John Sarnas, Kearny Dept of Health  
Robert Ferraiuolo, Hudson Regional Health Commission  
Hudson County Planning Board  
Alberto G. Santos, Kearny Town

SECOND STREET

HACKENSACK AVENUE

AOC #2

AOC #1

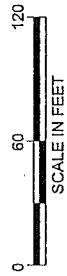
SITE 210 BOUNDARY

EXISTING ROADWAY  
TRUCKING TERMINAL

PX-107  
5' (1.5)  
PX-109 1' (5.1) PX-110 2' (1.4) PX-108 1.5'-3' (5.6)

PX-105  
3' (4.7)  
PX-106  
1.5' (2.2)

PX-101 1.5' (<1.2) PX-102 3.5' (<1.2)  
PX-103 1.5' (<1.1) PX-104 3.5' (1.8)



- LEGEND:**
- PX-103  
⊕ 1.5' (<1.2)
  - POST - EXCAVATION SAMPLE LOCATION,  
SAMPLE DEPTH (FEET, BGS) AND Cr (VI) CONCENTRATION (MG/KG)
  - PLANNED TERMINAL BUILDING EXPANSION AREA
  - SITE 210 BOUNDARY
  - LIMITS OF AREA OF CONCERN (AOC)  
BLOCK AND LOT NUMBER  
BLOCK/LOT BOUNDARY

**NOTE:**

1. SURVEY INFORMATION PROVIDED BY CME ASSOCIATES (PARLIN, NJ) FROM A SURVEY TITLED "MAP OF SPECIFIED LOCATIONS AT ACE TRUCKING/ROADWAY EXPRESS" DATED 10/25/07. LOCATIONS SHOWN HEREON ARE BASED UPON NEW JERSEY STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1927 (NAD 1927) ORIGINATING FROM GPS DERIVED CONTROL SET BY ATLANTIS AERIAL.

**FIGURE 2**  
**POST - EXCAVATION SAMPLE LOCATIONS AND RESULTS**

REMEDIAL ACTION REPORT (AOC #1) NUDEP SITE 210 ACE TRUCKING / ROADWAY EXPRESS KEARNY, NEW JERSEY	DATE NOV. 2007	PROJECT NUMBER 133311.001
BROWN AND CALDWELL ALLENDALE, NEW JERSEY N.J., C.A. 24-GA-28043100		

John Sarnas  
Kearny Dept of Health  
645 Kearny Avenue  
Kearny, NJ 07032-2998

Robert Ferraiuolo  
Hudson Regional Health Commission  
Meadowview Campus  
595 County Avenue - Bldg. 1  
Secaucus, NJ 07094

Hudson County Planning Board  
County Administration Building  
595 Newark Avenue  
Jersey City, NJ 07306

Alberto G. Santos  
Kearny Town  
402 Kearny Avenue  
Kearny, NJ 07032