



State of New Jersey

Department of Environmental Protection

James E. McGreevey
Governor

Bradley M. Campbell
Commissioner

Bureau of Case Management
Floor 5 West, P. O. Box 28, 401 East State Street
Trenton, NJ 08625-0028

Phone: 609-633-1455/Fax: 609-633-1439/Email: BRUCE.VENNER@DEP.STATE.NJ.US

SEP 24 2002

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
No. 70012510 0005 3949 4817

Mr. Joel Jerome
CYTEC
5 Garret Mountain Plaza
West Paterson, NJ 07424

Dear Mr. Jerome:

Re: Carteret Impoundments Site, Carteret Borough, Middlesex County
Restricted Use --No Further Action letter and Covenant not to Sue
Entire Site
Block/Lot: 9.03/21, 10/8, 9, 10, 12 to 21 and 11.01/8, 10 to 14 & 28
KCSL # NJD986603439

The New Jersey Department of Environmental Protection (NJDEP) received a letter from Blasland, Bouck & Lee, on behalf of CYTEC, dated 19 September 2002 requesting no further action and covenant not to sue (NFA & CNS) for the referenced site. NJDEP and CYTEC signed an Administrative Consent Order (ACO) which became effective on September 5, 1990 and was amended on August 5, 1993.

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, NJDEP makes a determination that no further action is necessary for the remediation of the referenced site. This action is based upon information in NJDEP case file, the CYTEC Remedial Investigation Workplan, the April 1994 Remedial Action Workplan (amended November 1994) as well as subsequent maintenance and monitoring reports and correspondence. In issuing this NFA & CNS, NJDEP has relied upon the certified representations and information provided to NJDEP so long as CYTEC did not withhold any information from NJDEP.

By issuance of this NFA & CNS, NJDEP acknowledges the completion of any necessary remedial activities pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the site.

NJDEP 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 & CNS, CYTEC as well as each subsequent owner, lessee and operator (collectively Successors) shall comply with each of the following:

1. Pursuant to N.J.S.A. 58:10B-12, CYTEC and the Successors shall inform NJDEP in writing whenever its name or address changes, within 14 calendar days after the change.
2. **Deed Notice:** Pursuant to N.J.S.A. 58:10B-13A, CYTEC and the Successors shall ensure that the Deed Notice (formerly known as Declaration of Environmental Restrictions-DER) filed on 4May1995 at Union County is complied with including maintenance of institutional and engineering controls and reporting to NJDEP. 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 contamination existing on the site and of any conditions or measures necessary to prevent exposure to contaminants.
3. **Monitoring of Compliance for Deed Notices:** Pursuant to N.J.S.A. 58:10B-13.1, CYTEC and the Successors shall conduct monitoring for compliance and effectiveness of the institutional and engineering controls and submit written certification to NJDEP every two (2) years that the institutional and engineering controls 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.

COVENANT NOT TO SUE

NJDEP 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 NJDEP makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

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

- (a) the person who entered into ACO;
- (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 completion date of the Remedial Investigation for the referenced 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 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 NJDEP 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 NJDEP 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. NJDEP reserves its right to take all appropriate enforcement for any failure to do so.

NJDEP 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 NFA & CNS 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 NFA & CNS, which NJDEP has executed in duplicate, shall take effect immediately once the person who entered into the ACO has signed and dated the NFA & CNS on the lines supplied below and NJDEP has received one copy of this document with original signatures of NJDEP and the person who entered into ACO.

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.), CYTEC is required to reimburse NJDEP for review of any submissions pursuant to the ACO. NJDEP will be issuing a bill shortly.

CYTEC Industries, Inc.

Name: T. P. Wozniak

Title: Treasurer

Signature: T. P. Wozniak

Date: 10/02/02

New Jersey Department of Environmental Protection

Name: Bruce Venner

Title: Chief

Signature: Bruce Venner

Date: 9/24/02

If you have any questions, please contact Haiyesh Shah at (609) 633-0718.

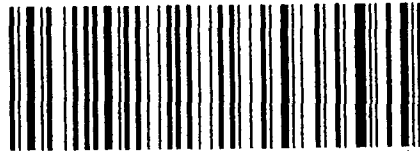
Sincerely,



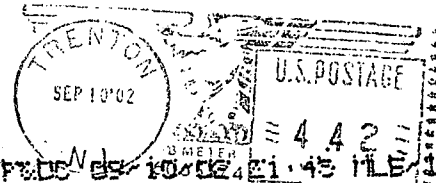
Bruce Venner, Chief
Bureau of Case Management

C: Mr. John Sacco, NJDEP Office of Natural Resources Restoration

State of New Jersey
Department of Environmental Protection
Division of Responsible Party Site Remediation
PO Box 028
Trenton, NJ 08625-0028



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KILMER NJ P.O. BOX 028 08625-0028

RECEIPT
REQUESTED

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CYTEC Industries
5 Garret Mountain Plaza
West Paterson, NJ 07424

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