

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

INTERFAITH COMMUNITY  
ORGANIZATION, *et al.*,

Plaintiffs,

vs.

HONEYWELL INTERNATIONAL INC., *et al.*,

Defendants.

Civil Action No. 95-2097 (DMC)

HACKENSACK RIVERKEEPER, INC., *et al.*,

Plaintiffs,

vs.

HONEYWELL INTERNATIONAL INC., *et al.*,

Defendants.

Civil Action No. 06-0022 (DMC)  
(consolidated with Civil Action  
No. 05-cv-5955)

***Document Electronically Filed.***

**FIRST AMENDED CONSENT ORDER ON SEDIMENT REMEDIATION  
AND FINANCIAL ASSURANCES**

WHEREAS, this Court entered a Final Judgment in *Interfaith Community Organization v. Honeywell International Inc.*, Case No. 95-2097, on June 30, 2003; and

WHEREAS, paragraph 3(d) of the Final Judgment requires Honeywell International Inc. (“Honeywell”) to “remedy all chromium contaminated sediments in the Hackensack River in the vicinity of the Site containing [total] chromium at levels at or exceeding NJDEP’s ERM toxicity screening level of 370 ppm”; and

WHEREAS, this Court entered orders on February 18, 2004, March 26, 2004, February 24, 2005, and May 1, 2006 approving a “Summary Remedial Action Work Plan,” “Amendment to the Summary Remedial Action Work Plan,” “Restated Summary Remedial Action Work Plan,” and “Second Amendment to the Summary Remedial Action Work Plan,” respectively; and

WHEREAS, pursuant to the foregoing Orders Honeywell has conducted an investigation of sediments in the Hackensack River and Newark Bay and has evaluated a range of remedies for sediments; and

WHEREAS, Hackensack Riverkeeper, Inc., Lawrence Baker, Winston Clarke, and William Sheehan have sued Honeywell in litigation captioned *Hackensack Riverkeeper, Inc. v. Honeywell International Inc.*, Case No. 06-cv-0022 (consolidated with *Jersey City Municipal Utilities Authority v. Honeywell International Inc.*, Case No. 05-cv-5955, and *Jersey City Incinerator Authority v. Honeywell International Inc.*, Case No. 05-cv-5993) seeking relief, among other things, for chromium contamination in the sediments of the Hackensack River and Newark Bay in the vicinity of Study Areas 5 and 6 of the Hudson County Chromium Sites; and

WHEREAS, the parties to Case No. 95-2097 have reached an agreement on a remedy for sediments with chromium concentrations equal to or greater than 370 ppm total chromium in the vicinity of Study Area 7 as set forth herein; and

WHEREAS, the signatory parties to Case No. 06-cv-0022 agree that implementation of the agreed to Sediment Remedy as set forth herein in this First Amended Consent Order on Sediment Remediation and Financial Assurances (hereafter “First Amended Sediment Consent Order”) will resolve their dispute regarding sediments in the Hackensack River and Newark Bay in the vicinity of Study Areas 5 and 6 and wish to avoid the burden of further litigation; and

WHEREAS, the Court entered an order on September 15, 2003 requiring Honeywell to post financial assurances to ensure sufficient resources will exist for the implementation of the Final Judgment in *ICO v. Honeywell International Inc.*; and

WHEREAS, significant progress has been made toward completion of excavation of chromium ore processing residue and other materials (“COPR Materials”) at Study Area 7 as required by the Final Judgment; and

WHEREAS, both the progress made toward completion of the soil remedy and the proposed entry of an order selecting a sediment remedy merit a reevaluation of the financial assurances required by the September 15, 2003 Order; and

WHEREAS, the Court finds that the technical nature of the sediment remedy ordered in this First Amended Sediment Consent Order warrants the appointment of a Special Master under Rule 53 of the Federal Rules of Civil Procedure; and

WHEREAS, Section 7002 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6972, provides that the Court “may award costs of litigation (including reasonable attorney and expert witness fees) to the prevailing party” in litigation under that section;

WHEREAS, the parties have agreed on an award of fees to attorneys for Plaintiffs Interfaith Community Organization, Hackensack Riverkeeper, Inc., Lawrence Baker, Winston Clarke, Margarita Navas, Martha Webb Herring, Margaret Webb, and William Sheehan, for fees and costs arising from participation in the Special Master process in *ICO v. Honeywell* from January 1, 2007, to June 30, 2007, for fees and costs incurred in the litigation and settlement of issues related to sediments and the Sediment Remedy in *ICO v. Honeywell* through June 30, 2007, and 25% of fees and costs incurred in the litigation of *Riverkeeper v. Honeywell* through August 31, 2007; and

WHEREAS, this Court entered the Consent Order on Sediment Remediation and Financial Assurances (“Sediment Consent Order”) on May 29, 2008; and

WHEREAS, Honeywell has followed the processes of the Sediment Consent Order and developed the documents identified in paragraph 62 of this First Amended Sediment Consent Order (also set forth in paragraph 62 of the Sediment Consent Order), obtained approval from Plaintiffs and the Special Master for these documents, obtained approval from the USACE and NJDEP for the permits and authorizations for the Sediment Remedy, and initiated construction of the Sediment Remedy in August of 2012; and

WHEREAS, in developing the conceptual design for the supplemental environmental projects set forth in the Sediment Consent Order, the Parties met with the New Jersey Department of Environmental Protection (“NJDEP”) and, as a result of that process, further developed and focused the supplemental environmental projects on work in Droyer’s Cove which NJDEP tentatively indicated was eligible for appropriate permitting; and

WHEREAS, having been informed that the Community Preservation Corporation was no longer able to receive Honeywell’s Affordable Housing Contribution, the Parties have worked together to identify a suitable replacement organization known as The Reinvestment Fund, Inc. that will enhance urban revitalization and improve affordable housing stock in Jersey City; and

WHEREAS, the Parties seek, and the Special Master recommends, modification of the Sediment Consent Order to incorporate the revised supplemental environmental project and to reflect the new recipient and project to which the Affordable Housing Contribution has been directed;

NOW, THEREFORE, it is ORDERED and DECREED AS FOLLOWS:

## ARTICLE I: SCOPE AND EFFECT

1. **Entry of Order in Both Cases.** This Sediment Consent Order shall be entered in both *ICO v. Honeywell* and *Riverkeeper v. Honeywell*.

2. **Satisfaction and Discharge of Claims.** Honeywell's performance of its obligations set forth in this Sediment Consent Order shall fully satisfy the requirements of paragraph 3(d) of the Final Judgment in *ICO v. Honeywell* and shall fully satisfy and discharge any claims by the Plaintiffs in *Riverkeeper v. Honeywell* regarding contamination in or remediation of sediments in the Hackensack River or Newark Bay.

## ARTICLE II: DEFINITIONS

3. **Definitions.** For the purposes of this Sediment Consent Order, the following terms shall have the meanings set forth in this paragraph:

- a. **"The Court"** shall mean the Court in both *ICO v. Honeywell* and *Riverkeeper v. Honeywell* unless otherwise specified.
- b. **"EPA"** shall mean the United States Environmental Protection Agency.
- c. **"High Energy Events"** shall have the meaning set forth in paragraph 30.d.
- d. **"Honeywell Affordable Housing Contribution"** shall have the meaning set forth in paragraph 42.
- e. **"Honeywell's Contribution to Hackensack River Ecology Projects"** shall have the meaning set forth in paragraph 45.
- f. **"ICO v. Honeywell"** shall mean *Interfaith Community Organization v. Honeywell International Inc.*, Case No. 95-cv-2097, filed in the United

States District Court for the District of New Jersey, together with all appeals taken thereof.

- g. **“In the vicinity of Study Areas 5, 6, and 7”** with respect to Hackensack River sediments shall mean those areas shown on Exhibit A that are subject to capping, dredging, monitored natural recovery, or additional delineation pursuant to this Sediment Consent Order.
- h. **“Minimum Thickness”** with respect to capping shall have the meaning set forth in paragraph 19.
- i. **“NJDEP”** shall mean the New Jersey Department of Environmental Protection.¶
- j. **“Non-Honeywell Defendants”** shall mean all defendants in *Riverkeeper v. Honeywell International Inc.* other than Honeywell International Inc., Kellogg Street 60 Property LLC, Kellogg Street 80 Property, LLC, and Kellogg Street/440 Property LLC.¶
- k. **“Notice to Non-Honeywell Defendants”** shall mean that Honeywell shall provide the Non-Honeywell Defendants with advance notice of any proposed activity under the Sediment Consent Order that will affect their specific properties including, without limitation, any investigatory measures under paragraph 8 or remedial measures under paragraph 9 proposed to be taken by Honeywell. A Non-Honeywell Defendant will receive notice only if its particular property is affected. As regards investigatory measures under paragraph 8, such notice shall specify the measures proposed to be taken on the Non-Honeywell Defendant’s

property, their extent, and their duration, and shall map out the number and location of any proposed groundwater monitoring wells and soil borings on the affected property. For remedial measures proposed under paragraph 9, such notice shall specify the measures to be taken on the affected property, their specific location on the property and the scheduling and expected duration of same. Notice of any other proposed activity under the Sediment Consent Order required hereunder shall describe the proposed activity with sufficient specificity to enable the Non-Honeywell Defendant receiving such notice to assess the impact upon its property and/or business operations. At the time Honeywell transmits any Notice to Non-Honeywell Defendants shall also provide a complete copy of the proposal submitted to Plaintiffs and the Special Master.

- l. **“Party”** shall mean any signatory to this Sediment Consent Order.
- m. **“Plaintiffs”** shall collectively mean Interfaith Community Organization, Hackensack Riverkeeper, Inc., Lawrence Baker, Winston Clarke, Margarita Navas, Martha Webb Herring, Margaret Webb, and William Sheehan.
- n. **“Remedial Costs Subject to Financial Assurances”** shall have the meaning set forth in paragraph 68.
- o. **“Riverkeeper”** shall mean Hackensack Riverkeeper, Inc.
- p. **“Riverkeeper v. Honeywell”** shall mean *Hackensack Riverkeeper, Inc. v. Honeywell International Inc. et al.*, No. 06-cv-0022 (DMC), filed in the

United States District Court for the District of New Jersey, and Consolidated with *Jersey City Municipal Utilities Authority v. Honeywell International Inc.*, Case No. 05-cv-5955, and *Jersey City Incinerator Authority v. Honeywell International Inc.*, Case No. 05-cv-5993.

- q. **“Sediment Remedy”** shall mean those remedial actions required to be undertaken pursuant to Article III.
- r. **“Sediment Surface”** shall be defined as the top of the then-currently existing sediments in any areas where no cap is to be laid or in any areas where a cap has not yet been laid, and as the top of the capping materials in areas where a cap has been laid.
- s. **“Shallow Groundwater”** shall mean groundwater above the meadow mat, groundwater at stratigraphically equivalent depths in locations where there is no meadow mat, and groundwater that is contaminated by recent contact with COPR or other chromium soil contamination above the meadow mat and subsequently flows downward through or past the meadow mat into the upper portion of the lacustrine sediments. This does not include groundwater found in the bedrock, the deep zone, or any plume of contamination that is in both the intermediate and deep zones, as those zones are defined in the Final Groundwater Investigation Report, dated February 2007, p. 1-2.
- t. **“The Special Master”** shall mean Senator Robert G. Torricelli and/or his appointed successor.



- u. **“Study Area 5”** shall mean Sites 79, 90, 117, 153, and 184 of the Hudson County Chromium Sites as designated by NJDEP. Study Area 5 shall, for purposes of this Sediment Consent Order, also include the property owned by Regnal Realty adjacent to a portion of the former Morris Canal (Site 153).
- v. **“Study Area 6”** shall mean Sites 73, 87, 88, 124, 125, 134, 140, and 163 of the Hudson County Chromium Sites as designated by NJDEP.
- w. **“Study Area 6 South Consent Decree”** shall mean the Consent Decree Regarding Remediation and Redevelopment of Study Area 6 South, entered December 19, 2008 in *Riverkeeper v. Honeywell*.
- x. **“Study Area 7”** shall mean Sites 115, 120, and 157 of the Hudson County Chromium Sites as designated by NJDEP.
- y. **“Study Area 7 Vicinity Environmental Projects”** shall have the meaning set forth in paragraph 47.
- z. **“Subject to comment by Non-Honeywell Defendants”** shall mean that any Non-Honeywell Defendant receiving Notice to Non-Honeywell Defendants of a proposed activity under this Sediment Consent Order shall have the right to participate in the Special Master process as to this activity and to make comments or objections, to which Honeywell and Plaintiffs shall respond. Unless there is a consensus, the Special Master shall issue a recommendation. The Parties or Non-Honeywell Defendants may, but are not required to, challenge this recommendation by motion to the Court.

- aa. **“Subject to comment by Plaintiffs and approval by the Special Master”** shall mean that Honeywell shall submit an investigation, plan, report, or other document to Plaintiffs and the Special Master. Plaintiffs and the Special Master shall have the right to make comments, to which Honeywell shall respond. Unless there is consensus, the Special Master will issue a recommendation. Any Party may challenge this recommendation by motion to the Court, but the Parties are not required to seek a ruling by the Court.
- bb. **“USACE”** shall mean the United States Army Corps of Engineers.
- cc. **“Year 1,” “Year 2,” and “Year 5”** shall have the meanings set forth in paragraph 30.

### **ARTICLE III: SEDIMENT REMEDY**

4. **Components of the Sediment Remedy.** The Sediment Remedy shall consist of the following components as set forth below: source control, dredging, capping, monitored natural recovery, maintenance and long-term monitoring. The Sediment Remedy shall be implemented in the Sediment Remediation Area identified on the map attached as Exhibit A.

#### **A. SOURCE CONTROL**

5. **Source Control Program.** Honeywell shall implement a program to control sources of chromium to the Hackensack River or Newark Bay from Study Areas 6 and 7 as set forth in this Article IIIA.

6. **Study Area 7 Source Control.** For Study Area 7, the COPR excavation remedy ordered by the Court’s Final Judgment of June 30, 2003 and further defined in subsequent Orders, and the Deep Groundwater and Bedrock Remedies, as approved through the Special

Master process, shall constitute the source control portion of the Sediment Remedy and no further source control shall be required for stormwater, surface water or groundwater discharges to the Hackensack River or Newark Bay originating from Study Area 7.

7. **Deep Groundwater Source Control.** For discharges to the Hackensack River, Newark Bay, and their sediments from deep groundwater, the deep groundwater remedies developed pursuant to the Final Judgment, including the remedy embodied in the Court's Order of October 4, 2006 regarding deep overburden groundwater contamination as well as any further remedies ordered by the Court or consented to by the Parties in the Special Master process shall constitute the source control portion of the Sediment Remedy and no further source control shall be required as a part of this Sediment Remedy. To the extent that the parties disagree as to the nature of further controls needed for sources of groundwater contamination, which are currently being evaluated, this issue is not settled by this Consent Order, but is reserved for later resolution.

8. **Study Area 6 Source Control Investigation.** For surface water or shallow groundwater discharges originating from Study Area 6, including, but not limited to, combined sewer overflow outfalls, storm sewer outfalls, and groundwater seeps, Honeywell shall propose a method, subject to comment by Plaintiffs and approval by the Special Master, to determine whether there are discharges of surface water or shallow groundwater originating from Study Area 6 with hexavalent chromium concentrations greater than 50 µg/l. In the event that Honeywell proposes a method of investigation affecting or involving in any way the property of a Non-Honeywell Defendant, Honeywell shall provide the requisite Notice to the affected Non-Honeywell Defendants, and such method shall be subject to comment by the affected Non-Honeywell Defendants. Honeywell will then conduct an assessment. If Honeywell issues a

report, subject to comment by Plaintiffs and approval by the Special Master, concluding that there are no such discharges, no additional source control measures shall be required for shallow groundwater or surface water discharges originating at Study Area 6. The presence of such discharges of hexavalent chromium may be determined by sampling, modeling, potentiometric measurements, geochemical fingerprinting, or any combination of these deemed acceptable by the Special Master. For purposes of the assessment required by this paragraph, Honeywell may rely on previous groundwater investigations conducted pursuant to the Final Judgment in *ICO v. Honeywell* or any other investigation of shallow groundwater or surface water discharges originating from Study Area 6, and Honeywell shall only be required to conduct additional investigations to the extent necessary to supplement previous investigations. The investigation shall include sufficient sampling at appropriate times of the year and in appropriate conditions to identify discharges. The investigation shall be sufficient to determine the cause of any discharges and shall provide sufficient information to permit the design of the selected interim and/or permanent remedial measures as required pursuant to paragraph 9.

9. **Study Area 6 Source Control Actions.** If Honeywell issues a report, subject to comment by Plaintiffs and approval by the Special Master, determining that there are discharges from Study Area 6 of shallow groundwater or surface water, including, but not limited to, discharges from combined sewer overflow outfalls, storm sewer outfalls, and groundwater seeps, that are not de minimus and have hexavalent chromium concentrations greater than 50 µg/l, Honeywell shall propose, subject to comment by Plaintiffs and approval by the Special Master, a design to remediate those discharges. In the event that Honeywell proposes any interim or final remedial measures affecting or involving in any way the property of a Non-Honeywell Defendant, Honeywell shall provide the requisite Notice to the affected Non-Honeywell

Defendants and such remedial measures shall be subject to comment by the affected Non-Honeywell Defendants. The design may include interim remedial measures to reduce such discharges prior to implementation of any permanent remedy. Honeywell will implement the chosen remedial measures according to the schedule approved by the Special Master. To the extent that remedial measures are required for storm sewers and combined sewer overflows discharging from Study Area 6 to the Hackensack River, (a) the remedial measure will not be required to address contributions of hexavalent chromium that Honeywell can demonstrate, subject to comment by the Plaintiffs and approval by the Special Master, come from sources outside Study Areas 5 or 6, and (b) the remedial measure, as a practical matter, must be commensurate with the scope and magnitude of the discharges. If through this process, an interim remedial measure is decided upon, that measure must be maintained until the final remedy is implemented or until Honeywell can demonstrate, subject to comment by the Plaintiffs and approval by the Special Master, that discharges of shallow groundwater or surface water from Study Area 6 with hexavalent chromium concentrations greater than 50 µg/l are no longer occurring and will not occur in the future. Honeywell shall design and implement an interim and/or final remedial measure on a schedule subject to comment by Plaintiffs and approval by the Special Master.

10. **Limitation on Source Control Actions:** Nothing in this Sediment Consent Order shall be construed, interpreted or applied to:

- a. Require Honeywell to address ongoing discharges of any chemical or contaminant other than chromium;
- b. Require Honeywell to implement remedies for any chromium in groundwater that may be present at Study Areas 5 or 6 as long as any

source control measures required by paragraphs 7 and 9, and the deep overburden and bedrock groundwater remedies, as approved by the Special Master, are meeting their performance objectives.

- c. Require Honeywell to implement remedies for soil contamination at Study Areas 5 or 6. Specifically, and without limiting the foregoing sentence, nothing in this Sediment Consent Order shall be construed, interpreted, or applied to require Honeywell to (i) excavate any soil, other than soil that must be removed to drill wells or otherwise provide physical access for the implementation of remedies, or other materials (including without limitation COPR Materials) from Study Areas 5 or Study Area 6; (ii) construct any capping system at Study Area 5 or Study Area 6; or (iii) remediate any potential ongoing sources of chromium to groundwater that may be present on Study Areas 5, 6, or 7, provided, however, that Honeywell may voluntarily propose any of the foregoing actions as part of any source control program required by this Sediment Consent Order; or
- d. Confer jurisdiction on the Special Master to supervise any remedial activities that Honeywell may engage in at Study Area 5 or Study Area 6 other than the remedial activities required by this Sediment Consent Order.

11. **Effect of Source Control Measures on *Riverkeeper v. Honeywell* and *ICO v. Honeywell* Litigation.** Nothing in this Sediment Consent Order shall be construed, interpreted, or applied to:

- a. Bar, prohibit, or limit Plaintiffs' claims with respect to soil, groundwater, or surface water conditions on Study Areas 5 and 6 in *Riverkeeper v. Honeywell*, including Plaintiffs' rights to advocate for any specific remedy or remedies.
- b. Bar, prohibit, or limit Plaintiffs' rights to seek further relief with respect to chromium contaminated groundwater under the Court's Final Judgment in *ICO v. Honeywell*.
- c. Bar, prohibit, or limit Honeywell's defenses, third party claims, or other causes of action, claims, or rights with respect to soil, groundwater or surface water conditions on Study Areas 5 and 6 in *Riverkeeper v. Honeywell*, including Honeywell's rights to advocate for any specific remedy or remedies.
- d. Bar, prohibit, or limit Honeywell's right to oppose further relief, if so sought by Plaintiffs, (or to advocate for different relief) with respect to chromium contaminated groundwater under the Court's Final Judgment in *ICO v. Honeywell*.

## **B. DREDGING**

12. **Dredging Area.** Honeywell shall dredge the area in the vicinity of the Study Area 7 bulkhead designated as the Sediment Dredging Area on the map attached as Exhibit A to this Sediment Consent Order.

13. **Dredging Depth.** Dredging within the Sediment Dredging Area shall be conducted to a minimum depth of twenty-four inches below the existing Sediment Surface.

Honeywell shall confirm the dredged depth has been achieved in accordance with the Implementation Confirmation Plan described in paragraph 27.

14. **Disposal of Dredge Spoils.** Honeywell shall dispose of the dredge spoils resulting from the dredging in accordance with all applicable laws and regulations.

15. **Construction of Cap in Dredged Areas.** After dredging, Honeywell shall construct a subaqueous cap with a Minimum Thickness of 18 inches over the Sediment Dredging Area. In constructing the subaqueous cap, Honeywell shall meet the capping specifications set forth in paragraphs 19 through 21. The cap shall include an armoring layer to prevent future cap erosion.

### **C. Capping**

16. **Capping Areas.** Honeywell shall construct a subaqueous cap over the Capping Areas indicated on the map attached as Exhibit A.

17. **Placement of a 12 Inch Cap.** In those areas (shown on Exhibit A) where sediments at a depth of 6 inches or less below the current Sediment Surface exceed 370 ppm total chromium, Honeywell shall place a subaqueous cap with a Minimum Thickness of 12 inches.

18. **Placement of a 6 Inch Cap.** In those areas (shown on Exhibit A) where sediments at a depth of 6 inches or less below the current Sediment Surface do not exceed 370 ppm total chromium, but sediments greater than 6 inches but less than 12 inches below the current Sediment Surface exceed 370 ppm total chromium, Honeywell shall place a subaqueous cap with a Minimum Thickness of 6 inches.

19. **Definition of Minimum Thickness.** The term "Minimum Thickness" with respect to a subaqueous cap shall mean a cap that meets the following requirements:



- a. For any specified capping area, the amount of capping material placed shall at a minimum constitute 110% of the anticipated necessary cap material by weight.
- b. In addition to the capping material specification set forth above, the subaqueous cap shall meet the following specifications:
  - i. Where a “Minimum Thickness” of 6 inches is required, at least 95% of the post-implementation cap thickness measurements shall meet or exceed 6 inches, and the remaining post-implementation cap thickness measurements shall meet or exceed 4 inches.
  - ii. Where a “Minimum Thickness” of 12 inches is required, at least 95% of the post implementation cap thickness measurements shall meet or exceed 12 inches, and the remaining post-implementation measurements shall meet or exceed 10 inches.
  - iii. Where a “Minimum Thickness” of 18 inches is required, at least 95% of the post-implementation cap thickness measurements shall meet or exceed 18 inches, and the remaining post-implementation measurements shall meet or exceed 16 inches.

20. **Criteria for Capping Material.** Any subaqueous cap shall be designed using material such that:

- a. The capping material meets NJDEP clean fill requirements and comes from an identified source, unless other material is approved by the consent of the Parties;

- b. The capping material meets all state and federal requirements, including any permit requirements, for placement in the Hackensack River and/or Newark Bay; and
- c. The capping material is of a sufficient size and weight that erosion of the cap is not predicted under either (i) normal tidal conditions in the Hackensack River and Newark Bay or (ii) High Energy Events.

21. **Confirmation of Cap Installation.** Honeywell shall confirm that the cap has been installed to the required thickness in accordance with the Implementation Confirmation Plan described in paragraph 27.

#### **D. MONITORED NATURAL RECOVERY**

22. **Monitored Natural Recovery Areas.** In those areas (shown on Exhibit A) where sediments at a depth of 12 inches or less below the current Sediment Surface do not exceed 370 ppm total chromium, but sediments at depths greater than 12 inches below the current Sediment Surface exceed 370 ppm total chromium, Honeywell shall monitor the natural recovery of the sediments. Areas of monitored natural recovery shall be subject to long term monitoring as set forth in paragraphs 28 through 32.

23. **Further Investigation in the Event of Erosion.** If the elevation of the Sediment Surface, as measured by either bathymetric or SPI camera monitoring conducted pursuant to the Long Term Monitoring program decreases by four inches or more from the pre-implementation bathymetry in the Monitored Natural Recovery Areas, Honeywell shall, subject to comment by Plaintiffs and approval by the Special Master, delineate the area showing decreased measured elevation back to an area showing no consistent pattern of decreased measured elevation. Each area of decreased measured elevation which includes an area of four inches or more of decreased

measured elevation shall be referred to as an “Erosional Area.” In conjunction with the delineation, Honeywell shall, subject to comment by Plaintiffs and approval by the Special Master, (a) determine whether 12 inches of sediments with total chromium concentrations less than 370 ppm remain in place over the Erosional Area and (b) estimate the rate of predicted future erosion in the Erosional Area. The investigation shall include: (a) review of existing data and (b) the collection of additional core samples to more fully delineate the depths and concentrations of total chromium in the Erosional Area (unless the existing data are agreed by the Parties to be sufficient).

24. **Further Action in Erosional Areas.** If an Erosional Area (a) has been eroded to the extent that less than 12 inches of sediments remain in place above sediments with chromium concentrations in excess of 370 ppm total chromium or (b) has a predicted rate of erosion which projects that less than 12 inches of sediment will remain in place above sediments with chromium concentrations in excess of 370 ppm total chromium before the next planned monitoring event, that area shall be designated an Additional Remediation Area and scheduled for further remediation once the cumulative sum of all Additional Remediation Areas equals or exceeds one half acre. For purposes of this paragraph, “cumulative sum” shall mean the total area of all Additional Remediation Areas identified in the current monitoring event, as well as the total of all unremediated Additional Remediation Areas identified in previous monitoring events. Once the cumulative sum of all Additional Remediation Areas equals or exceeds 1/2 acre, Honeywell shall act as expeditiously as possible to secure necessary permits and approvals for additional capping and, consistent with such approvals and permits, undertake additional capping in the Additional Remediation Areas. Additional capping conducted in Additional Remediation Areas shall ensure the presence of a Minimum Thickness of 12 inches of material

(existing sediments plus additional capping material), at the time the additional capping is placed, above sediments with total chromium concentrations in excess of 370 ppm. In placing this additional capping material, Honeywell shall meet the capping requirements of paragraphs 19 through 21.

#### **E. THE NORTHERN AREA**

25. **Further Delineation of the Northern Area.** The Northern Area is shown on the map attached to this Sediment Consent Order as Exhibit A. In the Northern Area, Honeywell shall propose a plan, subject to comment by Plaintiffs and approval by the Special Master, to further investigate sediments to delineate the extent to which sediments to a depth of 3 feet below the Sediment Surface exceed 370 ppm total chromium. Once such a plan has been approved, Honeywell shall undertake the investigation.

26. **Remediation in the Northern Area.** After Honeywell completes the delineation required in paragraph 25, Honeywell shall propose a plan for and undertake, subject to comment by Plaintiffs and approval by the Special Master, the following remediation in the Northern Area:

- a. In those portions of the Northern Area where total chromium concentrations in sediments at a depth of 6 inches or less below the Sediment Surface exceed 370 ppm total chromium, Honeywell shall place a subaqueous cap with a Minimum Thickness of 12 inches and meet the capping requirements of paragraphs 19 through 21.
- b. In those portions of the Northern Area where total chromium concentrations in sediments at a depth of 6 inches or less below the Sediment Surface do not exceed 370 ppm total chromium, but total

chromium concentrations in sediments greater than 6 inches but less than 12 inches below the current Sediment Surface exceed 370 ppm, Honeywell shall place a subaqueous cap with a Minimum Thickness of 6 inches and meet the capping requirements of paragraphs 19 through 21.

- c. In those portions of the Northern Area where total chromium concentrations in sediments at a depth of 12 inches or less below the Sediment Surface do not exceed 370 ppm, but total chromium concentrations in sediments at depths greater than 12 inches below the Sediment Surface exceed 370 ppm, Honeywell shall implement a program of monitored natural recovery pursuant to paragraphs 22 to 24.

#### **F. IMPLEMENTATION CONFIRMATION PLAN**

27. **Implementation Confirmation Plan.** In consultation with Plaintiffs, and subject to approval by the Special Master, Honeywell shall develop an Implementation Confirmation Plan that shall set forth those measurements and analyses Honeywell shall undertake during and promptly following the implementation of the Sediment Remedy to confirm that the Sediment Remedy has been implemented in accordance with this Sediment Consent Order. If the Parties agree or the Special Master determines that the minimum dredging and capping specifications have not been met, Honeywell shall undertake additional actions as necessary to meet the specifications.

#### **G. LONG TERM MONITORING**

28. **Long Term Monitoring Plan.** In consultation with Plaintiffs, and subject to approval by the Special Master, Honeywell shall develop a Long Term Monitoring Plan to ensure the ongoing effectiveness of the Sediment Remedy. The Long Term Monitoring Plan

shall be consistent with applicable EPA policies and guidance, including without limitation EPA's Contaminated Sediment Guidance for Hazardous Waste Sites (2005) (or any subsequent revision).

29. **Long Term Monitoring Objectives.** Honeywell shall design the Long Term Monitoring Plan to meet the following objectives:

- a. Provide monitoring to ensure that the integrity of the cap is maintained.
- b. In areas of Monitored Natural Recovery, confirm either that (i) deposition of additional sediments is continuing or (ii) that the contemporaneous bathymetry of the river bottom shows an increase or less than four inches of decrease in the measured elevation of the river bottom as described in paragraph 23.
- c. Collect data regarding the nature of the benthic community in remediated sediments after the implementation of the remedy. No particular results are required of the benthic monitoring; however, each party will be free to seek or oppose additional remedial activities, based on the results of benthic community data collection, through the Special Master process or, if the Special Master's jurisdiction has terminated, through the long-term oversight process established by paragraph 61.
- d. Ensure that the tidal marsh restoration and further monitoring is conducted in compliance with any necessary USACE permits, including any restoration plan required by such permits, and with USACE guidance for compensatory mitigation as set forth in the Compensatory Mitigation

Guidelines and Mitigation Checklist for Review of Mitigation Plans for the USACE, New York District (2005).

30. **Long Term Monitoring Definitions.** The terms set forth below shall have the following definitions with respect to the Long Term Monitoring:

- a. “Year 1” shall be defined as the first full calendar year after implementation of sediment remedial activities are complete and post-implementation confirmation sampling has been conducted.
- b. “Year 2” shall be defined as the second full calendar year after implementation of sediment remedial activities are complete and post-implementation confirmation sampling has been conducted.
- c. “Year 5” shall be defined as the fifth full calendar year after implementation of sediment remedial activities are complete and post-implementation confirmation sampling has been conducted.
- d. “High Energy Events” shall mean:
  - i. A 50-year rainfall event defined by the National Weather Service as a 24-hour period of rainfall exceeding the maximum 50-year/24 hour accumulation as recorded at Newark Airport;
  - ii. A 10-year storm surge event defined as a hurricane event (not a “nor’easter”) resulting in an increase in ocean level of either 0.64 meters above normal tidal cycling at the Battery Park tide gauge or 1.40 meters above mean sea level (MSL); or

- iii. A wind event achieving 34 to 40 knots, coming from the south through the west, averaged over 6 hours, as recorded at Newark Airport.

31. **Monitoring Period and Frequency.** Monitoring shall be conducted for either (i) a total period of 25 years or (ii) until the objectives of paragraph 29 have been achieved and maintained for a period of 15 years and through at least 2 High Energy Events, whichever is shorter. If, however, after 25 years any of the objectives has not been met or if any of the objectives is close to being violated (for example, if monitoring in the natural recovery area shows an area with nearly four inches of decreased measured elevation), monitoring shall continue until it is clear that the objectives have been met. The Long Term Monitoring Plan shall include the following monitoring events:

- a. Monitoring activities as described in paragraph 32.a shall take place in Years 1, 2, and 5.
- b. Additional monitoring activities as described in paragraph 32.b shall take place promptly following High Energy Events that occur during the implementation of the Long Term Monitoring Plan.
- c. Additional monitoring activities shall take place at 5 year intervals after Year 5 as set forth in paragraph 32.c until either (i) the objectives of the particular monitoring activity, as defined in this Sediment Consent Order and the Long Term Monitoring Plan, have been achieved and maintained for a period of 15 years and through at least 2 High Energy Events or (b) the remedy has been in place for 25 years, whichever is shorter. If, however, after 25 years any of the objectives has not been met or is close



to being violated, monitoring shall continue, in 5-year intervals, until it is clear that the objectives have been met.

32. **Monitoring Elements.** At a minimum, the Long Term Monitoring Plan shall contain the following elements:

- a. Monitoring activities in Years 1, 2, and 5 shall include:
  - i. Pore water sampling in those areas that have been dredged and/or capped to evaluate whether hexavalent chromium is present in the pore water within the top 12 inches of materials (cap and/or sediments) below the Sediment Surface;
  - ii. In Year 5 only, core sampling in those areas that have been dredged and/or capped to evaluate the extent to which total chromium concentrations in the top 12 inches of materials (cap and/or sediments) below the Sediment Surface remain below 370 ppm total chromium;
  - iii. Bathymetric reading of areas that have been dredged, capped or are subject to monitored natural recovery to determine whether erosion is occurring, and, if so, to estimate the extent;
  - iv. SPI camera data gathering in those areas that are subject to monitored natural recovery to determine whether erosion is occurring, and, if so, to estimate the extent;
  - v. Benthic organism collection in those areas that have been dredged and/or capped to evaluate the degree of recolonization (e.g. population, species, diversity);

- vi. Benthic organism collection and evaluation from one or more background areas outside of the Sediment Remediation Area;
  - vii. An analysis of current velocities, shear stresses, and hydrodynamic conditions in the Hackensack River for both normal diurnal tidal conditions as well as normal wet weather events through the use of tide gauges and/or modeling.
- b. Monitoring activities and remedial activities following the occurrence of a High Energy Event shall include:
- i. Modeling of the High Energy Event to identify those areas, if any, where scouring or erosion may be suspected;
  - ii. Bathymetric and SPI camera investigation to (a) validate the results of the High Energy Event modeling and (b) to further identify areas, if any, within the Sediment Remediation Area where erosion might have resulted in less than 12 inches of sediments and/or capping materials remaining in place above sediments with total chromium concentrations greater than 370 ppm.
  - iii. If such erosion has occurred, and the erosion results in (a) less than 12 inches of sediments remaining in place above sediments with total chromium concentrations in excess of 370 ppm or (b) a predicted rate of erosion that projects that less than 12 inches of sediment will remain in place above sediments with total chromium concentrations in excess of 370 ppm before the next

planned monitoring event, that area will be scheduled for further remediation once the cumulative sum of all such Additional Remediation Areas equals or exceeds 1/2 acre.

- iv. Once the sum of all Additional Remediation Areas equals or exceeds 1/2 acre, Honeywell shall act as expeditiously as possible to secure necessary permits and approvals for additional capping and, consistent with such approvals and permits, undertake additional capping in the Additional Remediation Areas. Any additional capping conducted in an Additional Remediation Area shall ensure that a Minimum Thickness of 12 inches of material (existing sediments plus capping material) will remain in place above sediments with total chromium concentrations in excess of 370 ppm during both normal tide conditions and High Energy Events.
- c. Monitoring activities taking place at 5 year intervals after Year 5 shall include some or all of the activities set forth in paragraph 32.a. However, the scope, duration, location, extent, or magnitude of the monitoring activities may be modified to take into account the data obtained in previous monitoring activities.

**ARTICLE IV: SUPPLEMENTAL COMMUNITY AND ENVIRONMENTAL PROJECTS**

**A. Droyer's Cove Beneficial Environmental Project**

**33. Description of the Droyer's Cove Beneficial Environmental Project.**

Honeywell shall seek necessary permits and approvals for the construction of a beneficial environmental project substantially of the nature and type set forth in the Conceptual Design for the Droyer's Cove Beneficial Environmental Project submitted to the Parties and the Special Master in April 2010. The final design of the Droyer's Cove Beneficial Environmental Project shall be proposed by Honeywell and shall be subject to comment by the Plaintiffs and approval by the Special Master. It is not envisioned that the final design will include specific combined sewer outfall removal or treatment objectives since the investigation of the outfall has confirmed that it is not a combined sewer outfall. The Droyer's Cove Beneficial Environmental Project shall be operated and maintained by Honeywell as long as Honeywell has ongoing monitoring and maintenance obligations under this First Amended Sediment Consent Order, or until such time as Honeywell shall establish, to the satisfaction of plaintiffs and, if applicable, the Special Master, that the City of Jersey City will take over these obligations.

**34. Estimated Cost of the Droyer's Cove Beneficial Environmental Project.** The Parties recognize that the estimated cost of the Droyer's Cove Beneficial Environmental Project is likely greater than \$3 million (\$3,000,000.00) in 2012 dollars. The Parties agree that Honeywell shall be permitted to reduce the scope of the Droyer's Cove Beneficial Environmental Project if, prior to initiation of construction, Honeywell demonstrates to the Special Master that the costs of construction will likely exceed \$3.75 million (\$3,750,000.00) in 2012 dollars.

35. **Schedule of Construction.** Honeywell shall design and construct the Droyer's Cove Beneficial Environmental Project in accordance with a schedule to be submitted to the Parties and the Special Master for review and approval according to the procedures set forth in Paragraphs 62 through 66. In developing the schedule, the Parties recognize that (a) portions of the Droyer's Cove Beneficial Project may be implemented in conjunction with the redevelopment of Study Area 7; and (b) that portions of the Droyer's Cove Beneficial Environmental Project may be implemented in conjunction with bulkhead reinforcement, sediment remediation, and other work related to the redevelopment of the Colonial Concrete Property subject to remediation under the Study Area 6 South Consent Decree.

36. **Droyer's Cove Beneficial Environmental Project Contingency.** If necessary permits and approvals to construct the Droyer's Cove Beneficial Environmental Project cannot be obtained, Honeywell shall use the funds earmarked for this project for other supplemental community and environmental projects, with 50% going to affordable housing as described in paragraphs 42 through 43, 25% to environmental projects in the Hackensack River as described in paragraphs 45 through 46, and 25% for Study Area 7 and vicinity projects as described in paragraphs 47 through 48. If costs of the construction of the Droyer's Cove Beneficial Environmental Project exceed the limit established in paragraph 34, Honeywell shall build the largest and most efficient Droyer's Cove Beneficial Environmental Project that can be built within the budget while adhering to the concepts set forth in the Droyer's Cove Beneficial Environmental Project Conceptual Design. Either Honeywell or Riverkeeper may propose, pursuant to Paragraph 48 below, to contribute funds from the Study Area 7 Vicinity Environmental Projects escrow account to complete the project. If, during the design phase of the project, it becomes clear that the available funds are not sufficient to create a Droyer's Cove

Beneficial Environmental Project with any utility, Honeywell may propose, subject to comment by the Plaintiffs and approval by the Special Master, to instead use the funds earmarked for this project for other supplemental community and environmental projects, with 50% going to affordable housing as described in paragraphs 42 through 43, 25% to environmental projects in the Hackensack River as described in paragraphs 45 through 46, and 25% for Study Area 7 and vicinity projects as described in paragraphs 47 through 48.

37. Paragraph 37 is deleted.

38. Paragraph 38 is deleted.

39. Paragraph 39 is deleted.

40. Paragraph 40 is deleted.

41. Paragraph 41 is deleted.

#### **B. Affordable Housing Contribution**

42. **Payment of Affordable Housing Contribution.** Prior to the entry of this First Amended Sediment Consent Order, Honeywell paid \$2.5 million (\$2,500,000.00) to The Reinvestment Fund, a non-profit organization dedicated to the construction of affordable housing and urban revitalization, for the construction of The Reinvestment Fund's Jackson Green housing development in Jersey City, New Jersey. Such payment shall hereinafter be referred to as the "Honeywell Affordable Housing Contribution."

43. **Designation of a Charitable Organization.** Also prior to the entry of this First Amended Sediment Consent Order, the Parties entered into an agreement with The Reinvestment Fund for the purposes of (a) establishing that the funds shall be used for the Jackson Green development in Jersey City, New Jersey and (b) establishing the procedures by which The Reinvestment Fund will report to the Parties on the use of the funds.

44. Paragraph 44 is deleted.

**C. Hackensack River Ecology Funds**

45. **Payment of Hackensack River Ecology Funds.** As of January 1, 2013, Honeywell placed into escrow at a federally chartered bank the sum of \$1.25 million (\$1,250,000.00) to be used by recipient organization(s) to be designated by Riverkeeper for projects along the Hackensack River that meet one or more of the following objectives: (a) the project will enhance the ecological value of the Hackensack River; (b) the project will create, provide, or restore natural habitat along the Hackensack River; or (c) the project will create or enhance public access to the Hackensack River. Funds paid by Honeywell under this paragraph shall hereinafter be referred to as “Honeywell’s Contribution to Hackensack River Ecology Projects.” The recipient organization(s) selected by Riverkeeper shall (a) be qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code; (b) have an established track record of working to enhance or preserve ecology, natural habitat, or the environment of water bodies, and (c) use Honeywell’s Contribution to Hackensack River Ecology Projects in accordance with this paragraph. Honeywell may propose such projects. However, Riverkeeper shall identify the projects to be funded.

46. **Report on Use of Hackensack River Ecology Funds.** On or before December 31 of each calendar year, beginning in 2013, Riverkeeper shall request that the recipient organization(s) provide the Parties and the Court with a report summarizing: (a) the amount, if any, of Honeywell’s Contribution to Hackensack River Ecology Projects that was spent during that calendar year and (b) a description of the project or projects on which the funds were spent.

**D. Study Area 7 Vicinity Environmental Projects**

47. **Study Area 7 Vicinity Environmental Projects Escrow.** As of January 1, 2013, Honeywell placed into escrow at a federally chartered bank the sum of \$1.25 million (\$1,250,000.00) to be used for environmental capital improvement projects on the Study Area 7 property, within Droyer's Cove, or on other property owned by Honeywell or its affiliates in the vicinity of Study Area 7 ("Study Area 7 Vicinity Environmental Projects"). (This escrow is referred to herein as the "Study Area 7 Vicinity Environmental Project Escrow".) Interest earned on the funds in the Study Area 7 Vicinity Environmental Project Escrow account will also be used for Study Area 7 Vicinity Environmental Projects. To be eligible for funding from the Study Area 7 Vicinity Environmental Project Escrow, a Study Area 7 Vicinity Environmental Project must (a) be located on Study Area 7, within Droyer's Cove, or on other property owned by Honeywell or its affiliates in the vicinity of Study Area 7; (b) be consistent with redevelopment of Study Area 7 or other property owned by Honeywell or its affiliates in the vicinity of Study Area 7; and (c) (i) create or improve the natural habitat, flora, or fauna of the property or of the Hackensack River; (ii) create or contribute to environmentally sound development; or (iii) create or improve public access, use, or enjoyment of the Hackensack River. Examples of projects that meet these criteria may include, but are not limited to, a public riverside walkway; a public bike trail, the construction of green roofs on buildings, additional wetland restoration., or a public access pier or bridge in Droyer's Cove to the extent not paid for by funds attributable to the Droyer's Cove Beneficial Environmental Project under Paragraph 34 above. Pursuant to Paragraph 48 below, Riverkeeper and Honeywell will have the opportunity to decide whether to contribute funds from the Study Area 7 Environmental Projects escrow to fund any costs associated with the Droyer's Cove Beneficial Environmental Project to the extent



that such costs exceed \$3 million (\$3,000,000.00) To be eligible for funding pursuant to this paragraph, any project may not consist of work that Honeywell (or its affiliates or associated developers) would be required to undertake by law or regulation. Honeywell will provide the land and/or riparian rights on which the Study Area 7 Vicinity Environmental Projects will be built at no cost.

48. **Project Selection and Timing.** Riverkeeper or Honeywell may propose a Study Area 7 Vicinity Environmental Project. Projects shall be selected for funding through the joint approval of Riverkeeper and Honeywell. After Riverkeeper and Honeywell have agreed to a Study Area 7 Vicinity Environmental Project, the escrowed funds shall be released to Honeywell for construction of the project. The Parties recognize that the construction of Study Area 7 Vicinity Environmental Projects will be coordinated with the redevelopment of Study Area 7 and, as a result, will likely not occur until after (a) the COPR Materials excavation remedy at Study Area 7 is complete, (b) the Sediment Remedy has been implemented, and (c) redevelopment construction activities on Study Area 7 are taking or have taken place.

#### **ARTICLE V: SEDIMENT CONSENT ORDER APPROVAL PROCESS**

48A. The Sediment Consent Order (ECF No. 882 in Civ. No. 95-2097) was entered by the Court on May 29, 2008, after being subject to the procedures set forth in paragraphs 49-51 of the Sediment Consent Order. Paragraphs 49-51 are no longer applicable to the First Amended Sediment Consent Order and shall be deleted.

##### **A. Court and Special Master Approval**

- 49. Paragraph 49 is deleted.
- 50. Paragraph 50 is deleted.
- 51. Paragraph 51 is deleted.

51A. Since all permits and authorizations for the Sediment Remedy have been obtained as of March 2012, paragraphs 52 through 54 are no longer applicable to this First Amended Sediment Consent Order and shall be deleted.

52. Paragraph 52 is deleted.

53. Paragraph 53 is deleted.

54. Paragraph 54 is deleted.

## **ARTICLE VI: SEDIMENT REMEDY OVERSIGHT**

### **A. Special Master Oversight**

55. **Appointment of the Special Master.** The appointment of the Special Master in *ICO v. Honeywell* is continued for purposes of overseeing implementation of the Sediment Remedy, the Droyer's Cove Beneficial Environmental Project, and the first 5 years of the Long Term Monitoring Program. The sediments issues in *Riverkeeper v. Honeywell* are hereby referred to a Special Master pursuant to Rule 53 of the Federal Rules of Civil Procedure. The Special Master in *ICO v. Honeywell* is appointed in *Riverkeeper v. Honeywell* for the identical and limited purpose of overseeing implementation of the Sediment Remedy, the Droyer's Cove Beneficial Environmental Project, and the first 5 years of the Long Term Monitoring Program in conjunction with the same purpose in *ICO v. Honeywell*.

56. **Special Master Responsibilities.** The Special Master shall have the following responsibilities:

- a. Ensuring that Honeywell's implementation of the Sediment Remedy and the Droyer's Cover Beneficial Environmental Project meets the requirements of this First Amended Sediment Consent Order;

- b. Ensuring that Honeywell's implementation of the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project is conducted in such a manner as to be consistent with the Court's Final Judgment of June 30, 2003;
- c. Ensuring that Honeywell's implementation of the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project conforms with federal, state, and local permit requirements;
- d. Establishing a reasonable schedule for the implementation of the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project taking into account:
  - i. The need to secure necessary and required permits and approvals;
  - ii. The need to coordinate the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project with the ongoing COPR Materials excavation remedy at Study Area 7;
  - iii. The need to coordinate the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project with source control activities; and
  - iv. The need to conduct the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project during appropriate construction seasons as limited by weather, essential fish habitat restrictions, and other considerations;

- e. Reviewing monthly progress reports and conducting periodic meetings to review the progress of the implementation of the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project;
- f. Submitting quarterly progress reports to the Court;
- g. Overseeing the financial assurances established pursuant to paragraphs 67 through 77;
- h. Coordinating review of all documents subject to comment by Plaintiffs and approval by the Special Master under this First Amended Sediment Consent Order and, as appropriate, coordinating such review with review by any agencies with regulatory or permitting jurisdiction over all or portions of the Sediment Remedy or the Droyer's Cove Beneficial Environmental Project, including EPA, USACE, and NJDEP; and
- i. To the extent that a dispute arises between the Parties with respect to implementation of the Sediment Remedy or the Droyer's Cove Beneficial Environmental Project, issuing a recommendation to the Court with respect to the dispute.

57. **Retention of Professionals.** The Special Master may retain the services of professionals and/or other technical personnel, as needed, to fulfill his obligations under this Sediment Consent Order.

58. **Insurance for the Special Master.** The Special Master shall obtain insurance coverage relating to the performance of the Special Master's duties and responsibilities under this First Amended Sediment Consent Order. Such coverage shall be similar to the Special Master's existing coverage in *ICO v. Honeywell* procured pursuant to this Court's November 11,

*2005 Stipulation and Order Regarding Special Master's Application to Procure Insurance Coverage*, but shall be sufficiently extended in duration and scope to cover all additional duties and responsibilities as set forth hereunder. Honeywell shall pay the premiums and other administrative costs of the Special Master's insurance.

59. **Reimbursement of Special Master Fees and Expenses.** The Special Master shall submit fee applications to the Court for approval of reasonable fees and expenses incurred in the oversight of projects covered by this First Amended Sediment Consent Order. Any Party may raise with the Court objections to such fee applications. Upon approval of a fee application by the Court, the reimbursement of the Special Master's fees and expenses shall be made from the escrow fund previously established by Honeywell for the purpose of paying the Special Master's fees and expenses in *ICO v. Honeywell* pursuant to this Court's September 15, 2003 *Order Setting Financial Assurances*.

60. **Expiration of Special Master's Appointment.** The Special Master's appointment under this First Amended Sediment Consent Order shall expire after Honeywell has completed the first 5 years of the Long Term Monitoring Program and the replacement letter of credit pursuant to paragraph 79 is in place. However, if the Special Master is still supervising other portions of these cases after Honeywell has completed the first 5 years of the Long Term Monitoring Program, the Special Master shall continue to have jurisdiction under the Sediment Consent Order for as long as the Special Master has jurisdiction over any other portion of these cases.

#### **B. Oversight of Monitoring after Year 5**

61. **Oversight of Monitoring After Year 5.** After Year 5 monitoring activities under the Long Term Monitoring Program are complete and the Special Master's appointment expires

pursuant to paragraph 60, Honeywell shall provide Plaintiffs and EPA with advanced written notice of the monitoring or any other field work Honeywell intends to undertake under the Long Term Monitoring Plan and shall provide the Plaintiffs and EPA with any data collected during additional monitoring activities. If Plaintiffs and Honeywell disagree over any aspect of Honeywell's implementation of the Long Term Monitoring Program after Year 5, the Parties shall meet and confer in an effort to reach a prompt, good faith resolution of such disagreement. EPA or other relevant government agencies may be invited by either Party to participate in this informal resolution process. If the Parties cannot resolve the disagreement, either Party may move the Court for further relief, including without limitation the appointment of a Special Master to assist in resolving the disagreement.

**ARTICLE VII: SEDIMENT REMEDY IMPLEMENTATION PROCESS**

62. **Schedule and Procedures for Implementation:** Within 90 days of the entry of this First Amended Sediment Consent Order by the Court, Honeywell shall propose a revised schedule, subject to comment by Plaintiffs and approval by the Special Master, for the implementation of the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project. The schedule shall establish deadlines for:

- a. The submission of a Long Term Monitoring Plan;
- b. The submission of an Implementation Confirmation Plan;
- c. The submission of a plan for further delineation of the Northern Area;
- d. The submission of a plan for investigating surface water or shallow groundwater discharges from Study Area 6 for purposes of source control;
- e. The submission of a plan for the design, construction, and monitoring of the the Droyer's Cove Beneficial Environmental Project;

- f. The submission of a 50% Design Document;
- g. The submission of a 100% Design Document;
- h. Honeywell's entry into contracts for the performance of the work;
- i. The submission of applications for all necessary permits and authorizations;
- j. The initiation of work related to the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project;
- k. The target date for completion of the installation of the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project.

If any party objects to the Special Master's recommendations or approval of the schedule or any document set forth in this paragraph, that Party may seek further relief from the Court with respect to the document. Except for the schedule and the 100% Design, the documents set forth in this paragraph shall be subject to comment by Plaintiffs and approval by the Special Master, without further order of the Court. As to the schedule and the 100% Design, Honeywell shall have the responsibility, within 30 days of the Special Master's approval of the schedule or the 100% Design, of (a) moving for entry of an order by the Court approving the schedule or 100% Design as approved by the Special Master; or (b) filing objections with the Court to the Special Master's approval (and any recommendations contained therein) and moving for entry of the schedule or 100% Design (including any such recommendations of the Special Master to which Honeywell agrees). Plaintiffs shall have the right in these proceedings to raise any objections they might have to the schedule or 100% Design as approved by the Special Master or to the

submission by Honeywell to the Court. EPA, USACE, and NJDEP shall receive notice of any motion filed with respect to the 100% Design.

63. **Schedule and Permits.** The schedule shall take into consideration the need to seek appropriate permits and authorizations to implement the Sediment Remedy and the Droyers Cove Beneficial Environmental Project and the sequence in which those permits and authorizations may need to be sought (e.g., any circumstance in which Honeywell must obtain a necessary permit or authorization before applying for another necessary permit or authorization); the need to coordinate the Sediment Remedy and the Droyers Cove Beneficial Environmental Project with the ongoing COPR Materials excavation remedy at Study Area 7; and the need to conduct the Sediment Remedy and the Droyers Cove Beneficial Environmental Project during appropriate construction seasons as limited by weather, essential fish habitat restrictions, and other considerations.

64. **Flexibility in 50% and 100% Design Documents.** The Parties recognize that work conducted to implement the Sediment Remedy and the Droyers Cove Beneficial Environmental Project may be conducted by Honeywell contractors and that Honeywell may establish performance based criteria or specifications for its contractors. As a result, the Parties recognize that the 50% Design and 100% Design documents may be comprised of performance based standards, criteria, and specifications. The Parties further recognize that the 100% Design will be completed after Honeywell has obtained contract drawings from contractors retained to implement the Sediment Remedy and the Droyer's Cove Beneficial Environmental Project and that such contract drawings will be incorporated into the 100% Design.

65. **Changes to 100% Design.** The Parties recognize that material changes to means and methods of implementing the 100% Design of the Sediment Remedy and the Droyers Cove



Beneficial Environmental Project are likely to occur during the course of Honeywell's conduct of the work. To the extent that (a) the Parties and Special Master agree that such changes do not constitute modifications of this Sediment Consent Order and do not constitute material modifications to the 100% Design; and (b) such changes do not require modifications to any necessary permits or authorizations for the Sediment Remedy or the Droyer's Cove Beneficial Environmental Project, the Parties agree that such changes may be made upon agreement of the Parties and the Special Master without further order of the Court.

66. **Disputes in the Special Master Process.** If the Parties disagree with respect to issues before the Special Master, they shall meet and confer in an effort to reach a prompt, good faith resolution. If the Parties cannot agree, any Party may request that the Special Master issue a recommendation with respect to the matter in dispute. The Special Master shall establish a schedule for submission of information related to the dispute and for the prompt issuance of a recommendation. Upon receipt of the Special Master's recommendation, any Party may move the Court for (a) entry of the recommendation or (b) rejection of the recommendation and such further relief as may be proper with respect to the dispute.

#### **ARTICLE VIII: FINANCIAL ASSURANCES**

**66A. Consent Order Regarding Financial Assurances.** The Consent Order Regarding Financial Assurances (entered on January 6, 2010, ECF No. 962), as amended on September 21, 2010 (ECF No. 996) and on May 24, 2012 (ECF No. 1128), and as may be subsequently amended, contains provisions that address the financial assurances set forth below. The financial assurances provisions of this First Amended Sediment Consent Order are subject to the revisions set forth in the Consent Order Regarding Financial Assurances. The Consent Order Regarding Financial Assurances specifies paragraphs in the Sediment Consent Order by particular

paragraph number. Therefore, modifications to this First Amended Sediment Order have been prepared so as to keep the relevant paragraph numbers the same.

**A. Financial Assurances Before the Special Master**

67. **Modification of Prior Order.** Upon Honeywell's securing a letter of credit pursuant to paragraphs 68 through 78 of this Article VIII, those terms of this Court's *Order Setting Financial Assurance for Honeywell International Inc.* of September 15, 2003 in *ICO v. Honeywell* that establish the procedural and substantive requirements for the letter of credit and the corporate guarantee shall be modified as set forth in this Article VIII. Specifically, (a) Honeywell shall no longer be required to provide a corporate guarantee as set forth in the September 15, 2003 Order, and (b) the terms of the September 15, 2003 Order related to the Letter of Credit shall be modified as set forth in this Article VIII. This First Amended Sediment Consent Order does not modify the terms of the September 15, 2003 Order, or any other subsequent Order, related to: (i) Honeywell's provision of quarterly and annual financial reports and (ii) the Escrow Account for payment of the Special Master and his Court-appointed professionals.

68. **Replacement Letter of Credit.** Honeywell shall obtain a one year, irrevocable letter of credit (the "Letter of Credit") to be automatically renewed annually in an amount equal the "Remedial Costs Subject to Financial Assurance." Remedial Costs Subject to Financial Assurance shall mean: (i) the estimated remaining cost of the COPR Materials excavation remedy at Study Area 7; (ii) the cost of implementing the Sediment Remedy, including the cost of any source control programs implemented under this Sediment Consent Order and the cost of monitoring activities through Year 5 but not the costs of monitoring activities after Year 5; (iii) the cost of implementing the the Droyer's Cove Beneficial Environmental Project and

monitoring activities for the the Droyer's Cove Beneficial Environmental Project through Year 5 but not the costs of monitoring activities after Year 5; and (iv) the cost of construction of the deep overburden and bedrock groundwater remedies as specified in this Court's Order of October 6, 2006, and any subsequent orders, and herein. Remedial Costs Subject to Financial Assurance shall include a contingency of 10% with respect to those costs listed in (ii), (iii) and (iv) above, but not those costs listed in (i) above. Remedial Costs Subject to Financial Assurance shall not include the costs of the Honeywell Affordable Housing Contribution pursuant to paragraph 42, the Honeywell Contribution to Hackensack River Ecology Projects pursuant to paragraph 45, or the Study Area 7 Vicinity Environmental Project Escrow pursuant to paragraph 47. The Letter of Credit shall be issued by a financial institution domiciled in the United States or by a United States subsidiary of a non-U.S. financial institution, provided that in either case, the financial institution shall be acceptable to the Special Master.

69. **Procedures for Review of the Proposed Letter of Credit.** Because the Letter of Credit for the Sediment remedy was already subject to the procedures of paragraph 69 of the Sediment Consent Order, paragraph 69 shall be deleted.

70. Paragraph 70 is deleted.

71. **Automatic Renewal.** The Letter of Credit shall be automatically renewed annually unless (a) no later than 120 days prior to the anniversary of the Letter of Credit issue date the issuer provides notice of nonrenewal or (b) Honeywell seeks a reduction in the Letter of Credit pursuant to paragraph 72 to correspond to the reduced estimate of Remedial Costs Subject to Financial Assurances. If the issuer provides notice of nonrenewal, Honeywell shall obtain a replacement irrevocable Letter of Credit at least ninety-five (95) days prior to the expiration date of the existing Letter of Credit. Provided that Honeywell is not otherwise in default as provided

in this Article, ninety-one (91) days after delivery to the Special Master of any replacement of a Letter of Credit, the Special Master will direct the cancellation of the prior Letter of Credit. In the event that the Special Master is entitled to draw upon a Letter of Credit when there are two Letters of Credit currently in place, the Special Master will not draw an aggregate amount in excess of the highest valued Letter of Credit. Upon Honeywell's request, the Special Master may, at his option, decide not to require overlapping letters of credit in any year based on Honeywell's financial strength in that year, provided that Honeywell has submitted all necessary information so that the Special Master can make his determination at least 150 days prior to the expiration of the Letter of Credit.

72. **Annual Right to Seek Reduction in Amount of Letter of Credit.** Honeywell shall have the annual right to seek a reduction in the Letter of Credit. At the time of seeking such reduction, Honeywell shall submit to the Plaintiffs and the Special Master an estimate of the remaining Remedial Costs Subject to Financial Assurance, including a contingency as described in paragraph 68, and shall seek adjustment of the Letter of Credit such that the total estimated amount of remaining Remedial Costs Subject to Financial Assurance are covered by the Letter of Credit. However, the adjustment shall not result in reducing the Letter of Credit to an amount below the remaining estimated costs under paragraph 68 (ii), (iii), and (iv) above plus a contingency of 25% of the remaining estimated costs under paragraphs 68 (ii), (iii), and (iv). Before making any petition to reduce the amount of the Letter of Credit, Honeywell shall first confer with the Plaintiffs in an effort to reach agreement on the modified amount or terms of the letter of credit. If the parties are unable to reach agreement over the modified amount or terms of the letter of credit, the parties shall submit the dispute to the Special Master, who shall resolve the dispute. Any party shall have the right to seek review by the Court of the Special Master's

decision regarding the modified terms or amount of the letter of credit. Upon agreement on the amount of the reduction (or upon order of the Court directing that the Letter of Credit be reduced to an identified amount), Honeywell shall obtain a replacement Letter of Credit in such amount. Provided that Honeywell is not otherwise in default as provided in this Article and the issuer of the primary Letter of Credit has not provided notice of nonrenewal, thirty (30) days after delivery to the Special Master of any replacement of a Letter of Credit, the Special Master will direct the cancellation of the prior Letter of Credit.

73. **Bankruptcy Protection.** Neither the Letter of Credit nor the proceeds of the Letter of Credit shall be considered the property of Honeywell or property of the estate in the event of Honeywell's bankruptcy. The Letter of Credit shall contain the language necessary to assure that neither the Letter of Credit nor the proceeds of the Letter of Credit shall be impacted or restricted in any way by operation of the automatic stay of 11 U.S.C. § 362.

74. **Exclusive Court Jurisdiction.** The Letter of Credit shall recite that the issuer submits to the exclusive jurisdiction of this Court for any and all disputes arising under the Letter of Credit.

75. **Application of New York Law.** The provisions of the Uniform Customs and Practice ("UCP") for Documentary Credits (1993 Revision) International Chamber of Commerce Publication #500 and New York law shall apply to the Letter of Credit.

76. **Procedures upon Honeywell's Material Default of Its Obligations during the Special Master's Appointment.** During the period in which the Special Master is appointed by the Court for any purpose, the Letter of Credit shall be payable to the Special Master and shall not, prior to its expiration date, be revoked or terminated except (a) consistent with this Sediment Consent Order or (b) with the consent of the Special Master and approval by the Court. The

Special Master's ability to draw upon the Letter of Credit shall not be limited by any agreement between Honeywell and the issuer. The Special Master may, without further order or notice to this Court, draw upon the Letter of Credit upon the occurrence of default by Honeywell, which shall include:

- a. The failure of Honeywell, in the event that notice is given pursuant to paragraph 71 to deliver a replacement Letter of Credit at least 95 days prior to the expiration date of the existing Letter of Credit;
- b. The material failure of Honeywell to proceed with diligence and in good faith to carry out the June 30, 2003 Final Judgment in *ICO v. Honeywell* or the terms of this Sediment Consent Order and the continuance of such a material breach for a period of 15 days after written notice to Honeywell thereof and either (i) Honeywell, in the opinion of the Special Master without further input from the Parties, shall have failed to cure the breach; (ii) during the 15 day period, this Court has not entered an order to prevent the Special Master from drawing on the Letter of Credit or (iii) this Court or the Special Master has not granted Honeywell additional time to cure the breach;
- c. The filing by Honeywell of a petition seeking relief, or the granting of relief, under the Federal Bankruptcy Code or any similar federal or state statute; any assignment for the benefit of creditors made by Honeywell; or the involuntary filing of any of the foregoing against Honeywell if involuntary filing has not been dismissed within 60 days; the appointment of a custodian, receiver, liquidator, or trustee or other similar official for

Honeywell or for a substantial part of Honeywell's property, or any action by Honeywell to effect any of the foregoing, or if Honeywell becomes insolvent as defined in Section 101(32) of the Federal Bankruptcy Code; or

- d. The dissolution, liquidation, merger, consolidation, or reorganization of Honeywell or the institution of any proceeding to effect any of the foregoing, other than under subparagraph (c) above, and the failure of Honeywell to provide assurance to the Special Master, within 15 days after written notice thereto, that such an event will not impair Honeywell's ability to carry out the June 30, 2003 Final Judgment in *ICO v. Honeywell* or the terms of this Sediment Consent Order.

77. In the event that the Special Master draws upon the Letter of Credit due to an event of default, the Special Master shall place the proceeds of the Letter of Credit in an account with the Court Registry Investment System in accordance with Local Civil Rule 67.1 and not expend the proceeds of the Letter of Credit without further order of this Court.

78. **Termination of Letter of Credit.** Honeywell's obligations and the Special Master's powers and authorities under paragraphs 68 through 77 shall be terminated and the Letter of Credit may be withdrawn in its entirety upon the completion of all of the following:

- a. The COPR Materials excavation remedy for Study Area 7;
- b. The Sediment Remedy and the the Droyers Cove Beneficial Environmental Project described in this First Amended Sediment Consent Order through and including Year 5 monitoring activities.

- c. Construction of the deep overburden and bedrock groundwater remedies as specified in this Court's Order of October 6, 2006, and any subsequent orders.

#### **B. Post-Special Master Process Financial Assurances**

79. **Remaining Financial Assurances upon Termination.** Upon termination of the Letter of Credit pursuant to paragraph 78, Honeywell shall procure a replacement letter of credit in an amount equal to (i) the estimated cost of any remaining operation of the deep overburden and bedrock groundwater remedies and (ii) the cost of any remaining monitoring of the Sediment Remedy and shall include a reasonable contingency of 25% percent to ensure that adequate financial assurances will be available in the event of cost overruns ("Maintenance and Monitoring Letter of Credit"). The Maintenance and Monitoring Letter of Credit shall be issued by a financial institution domiciled in the United States or by a United States subsidiary of a non-U.S. financial institution acceptable to the Plaintiffs or approved by the Court.

80. **Procedures for Review of the Proposed Maintenance and Monitoring Letter of Credit.** No later than 90 days before the anticipated expiration of the Letter of Credit required by paragraph 68, Honeywell shall submit to the Plaintiffs for their review (i) the amount of the proposed Maintenance and Monitoring Letter of Credit, (ii) the form of the proposed Maintenance and Monitoring Letter of Credit, and (iii) the name of the institution proposed to issue the Maintenance and Monitoring Letter of Credit. If the Plaintiffs agree to the terms of the proposed Maintenance and Monitoring Letter of Credit, Honeywell shall secure a letter of credit on those terms to take effect on or before the termination of the Letter of Credit required by paragraph 68. If the Plaintiffs do not agree to the terms of the Letter of Credit, the parties shall meet and confer in an effort to resolve their differences. If the parties are unable to reach



agreement over the terms of the Monitoring and Maintenance Letter of Credit within 10 days, Honeywell shall file a motion with the Court seeking approval of the terms of the Maintenance and Monitoring Letter of Credit. If the parties are unable to agree on the terms of the Maintenance and Monitoring Letter of Credit and the Court has not yet ruled on any related motions, the termination of the Letter of Credit pursuant to paragraph 78 shall be delayed until the Maintenance and Monitoring Letter of Credit is in place.

81. **Alternative to the Maintenance and Monitoring Letter of Credit.** The Parties agree that Honeywell may (at any time) propose an alternative financial assurance mechanism to the Maintenance and Monitoring Letter of Credit (including, but not limited to, escrowed funds, insurance policies, or other such mechanisms). Any such proposal shall provide a level of financial assurance and bankruptcy protection equal to or greater than the Maintenance and Monitoring Letter of Credit. If Honeywell makes such a proposal before the Special Master's appointment terminates under this Sediment Consent Order, any such proposal shall be subject to comment by Plaintiffs and approval by the Special Master. If Honeywell makes such a proposal after the Special Master's appointment terminates, any such proposal shall be subject to agreement by the Plaintiffs and approval of the Court. Any proposal for an alternative mechanism of financial assurance shall not delay Honeywell's obligation to obtain the Maintenance and Monitoring Letter of Credit. Once obtained, the Maintenance and Monitoring Letter of Credit shall remain in place until an alternative financial assurance mechanism has been commented on by the Plaintiffs and approved by the Special Master (if the Special Master's appointment has not terminated) or agreed to by the Plaintiffs and approved by the Court (if the Special Master's appointment has terminated) and has been obtained.

82. **Terms of Maintenance and Monitoring Letter of Credit.** The provisions of paragraphs 71 through 75 shall apply to the Maintenance and Monitoring Letter of Credit.

83. **Procedures upon Honeywell's Material Default of Its Obligations after the Special Master's Appointment Has Expired.** After the Special Master's Appointment expires pursuant to paragraph 60, the Monitoring and Maintenance Letter of Credit shall be payable to the Court, and shall not, prior to its expiration date, be revoked or terminated except (a) consistent with this Sediment Consent Order or (b) with the approval of the Court. The Court's ability to draw upon the Monitoring and Maintenance Letter of Credit shall not be limited by any agreement between Honeywell and the issuer. At any time after the Special Master's appointment expires, the Plaintiffs may move the Court on an expedited basis for an order drawing on the Monitoring and Maintenance Letter of Credit, upon the occurrence of default by Honeywell. Default shall include:

- a. The failure of Honeywell, in the event that notice is given pursuant to paragraph 71 to deliver a replacement Monitoring and Maintenance Letter of Credit at least 95 days prior to the expiration date of the existing Monitoring and Maintenance Letter of Credit;
- b. The material failure of Honeywell to proceed with diligence and in good faith to carry out the June 30, 2003 Final Judgment in *ICO v. Honeywell* or the terms of this Sediment Consent Order and the continuance of such a material breach for a period of 15 days after written notice by the Plaintiffs to Honeywell of the alleged material failure unless Honeywell cures the alleged breach within the 15 day notice period or such longer period as the Parties may agree to;

- c. The filing by Honeywell of a petition seeking relief, or the granting of relief, under the Federal Bankruptcy Code or any similar federal or state statute; any assignment for the benefit of creditors made by Honeywell; or the involuntary filing of any of the foregoing against Honeywell if the involuntary filing is not dismissed within 60 days; the appointment of a custodian, receiver, liquidator, or trustee or other similar official for Honeywell or for a substantial part of Honeywell's property, or any action by Honeywell to effect any of the foregoing, or if Honeywell becomes insolvent as defined in Section 101(32) of the Federal Bankruptcy Code; or
- d. The dissolution, liquidation, merger, consolidation, or reorganization of Honeywell or the institution of any proceeding to effect any of the foregoing, other than under subparagraph (c) above, if Honeywell fails to provide assurance to the Plaintiffs and the Court, within 15 days after written notice thereto, that such an event will not impair Honeywell's ability to carry out the June 30, 2003 Final Judgment in *ICO v. Honeywell* or the terms of this Sediment Consent Order.

84. **Drawing on the Letter of Credit and Notice to Honeywell.** If the Court grants any motion by the Plaintiffs pursuant to paragraph 83, the sum approved by the Court's order granting the motion shall be paid from the Letter of Credit into an account with the Court Registry Investment System in accordance with Local Civil Rule 67.1.

85. **Procedure to Cure the Breach.** Within 14 days after funds are transferred from the Monitoring and Maintenance Letter of Credit into the Court's account, pursuant to paragraph

83, the Plaintiffs shall file a motion seeking an order directing how the funds in the court registry account should be applied to cure Honeywell's breach. The Court shall consider the motion on an expedited basis and shall enter an appropriate order.

**86. Termination of the Maintenance and Monitoring Letter of Credit.**

Honeywell's obligations under paragraphs 79 through 86 shall be terminated and the Monitoring and Maintenance Letter of Credit may be withdrawn in its entirety upon the completion of both (i) 30 years of required operation of the deep overburden and bedrock groundwater remedies and (ii) the Long Term Monitoring Plan.

**ARTICLE IX: ATTORNEY FEES**

**87. Payment of Past Fees.** Because the payment specified in this paragraph was made following the entry of the May 29, 2008 Sediment Consent Order, this paragraph is no longer applicable and shall be deleted.

**88. Future Fees and Expenses During the Term of the Special Master.**

Honeywell shall reimburse the Plaintiffs' attorneys for reasonable fees and costs incurred in participation in the Special Master process established pursuant to this Sediment Consent Order. In the event that any dispute arises between the parties under this Sediment Consent Order that must be resolved by the Special Master or the Court, the Plaintiffs shall be entitled to recover their attorneys' fees and costs for litigation of the dispute to the extent allowed by federal law. The Parties shall use the same informal procedure for attempting to settle fees issues as has been used for post-judgment monitoring fees for *ICO v. Honeywell*. In the event the Parties are unable to reach a settlement on fees, Plaintiffs will apply to the Court for fees. If Honeywell objects to only a portion of the Plaintiffs' statement of attorney fees and costs, Honeywell shall pay the undisputed portion within 60 days of Plaintiffs' submittal of the statement to Honeywell. The

Court shall resolve any objections to Plaintiffs' statement of fees and costs and shall enter an appropriate Order.

89. **Payment of Plaintiffs' Fees and Expenses Following the Term of the Special Master.** Honeywell shall reimburse Plaintiffs for reasonable attorneys' fees and expenses for Plaintiffs' review of, and participation in, the Long Term Monitoring Plan after Year 5 monitoring activities to the extent allowed by federal law.

#### **ARTICLE X: TERMINATION**

90. **Termination.** This Sediment Consent Order shall terminate, and Honeywell's obligations hereunder shall cease, as of the date of the termination of the Maintenance and Monitoring Letter of Credit pursuant to paragraph 86 or any such replacement financial assurance mechanism pursuant to paragraph 81. Termination of this Sediment Consent Order shall not affect any other relief ordered in either *ICO v. Honeywell* or *Riverkeeper v. Honeywell*.

91. **Force Majeure.** Force Majeure, for the purposes of this Sediment Consent Order, is defined as an event arising from causes beyond the control of any Party or Parties (or their agents, contractors, subcontractors, representatives or assigns) which could not have been overcome by reasonable diligence and which delays or prevents the performance of any obligation under this Sediment Consent Order, including, but not limited to, the obligations to implement the Sediment Remedy and the Droyers Cove Beneficial Environmental Project. Examples of events which may constitute force majeure include the refusal of any federal, state, or local governmental authority to grant a permit or authorization necessary for the completion of actions required by this Sediment Consent Order, floods, hurricanes, tornadoes, and other extraordinary weather events, earthquakes and other natural disasters, terrorist attacks, war, and other national emergencies. Examples of events that are not force majeure events include, but

are not limited to, normal inclement weather, increased costs or expense, the failure of Honeywell to timely and fully apply for a permit or authorization necessary for the completion of actions required by this Sediment Consent Order, or financial difficulty of any Party. Honeywell shall bear the burden of showing an event was a force majeure event and proposing an alternative schedule. Such schedule shall be subject to comment by Plaintiffs and approval by the Special Master.

#### ARTICLE XI: MISCELLANEOUS PROVISIONS

92. **No Admission of Liability.** By entering into this Sediment Consent Order Honeywell makes no admission that it has any liability for sediment contamination in the Hackensack River and Newark Bay beyond the provisions of the Final Judgment in *ICO v. Honeywell*.

93. **Right to Resume Litigation.** Because the conditions for termination of the Sediment Consent Order pursuant to paragraph 47 of the Sediment Consent Order did not occur, the parties no longer have rights to resume litigation with respect to the sediment issues. Therefore, paragraph 93 of the Sediment Consent Order is deleted.

94. **Binding Effect and Right to Enforce Sediment Consent Order.** The Sediment Consent Order and this First Amended Sediment Consent Order resolves, settles, and satisfies all claims by and between the Parties with respect to the matters addressed herein. Plaintiffs agree that they shall not initiate further litigation against Honeywell with respect to chromium-contaminated sediments in the Hackensack River or Newark Bay in the vicinity of Study Areas 5, 6, and 7 except to enforce the terms of this Sediment Consent Order.

95. **No Waiver.** Nothing in this Sediment Consent Order shall be construed or interpreted to waive any claim or defense that any Party has asserted or may assert against any other Party or any third party in *Riverkeeper v. Honeywell*, except as explicitly stated herein.

96. **Successors and Assigns.** This Sediment Consent Order shall be binding upon and shall inure to the benefit of the successors, assigns, parents, subsidiaries, and affiliates of each Party. No assignment or delegation of the obligations hereunder will release the assigning Party from its obligations under this Sediment Consent Order. In the event that the organizational plaintiffs Interfaith Community Organization or Hackensack Riverkeeper, Inc. disband or otherwise cease operations, they shall have the right, but not the obligation, to assign their rights under this Sediment Consent Order to another qualified nonprofit organization. Any such assignment shall be subject to approval by the Court, and Honeywell shall have the right to object to any proposed assignment.

97. **No Third Party Enforcement.** Other than the successors, assigns, parents, subsidiaries, and affiliates of the Parties hereto (as set forth in paragraph 96), this Sediment Consent Order shall not be enforceable by any third party.

98. **Reservation of Rights and Claims Against Third Parties.** This Sediment Consent Order does not affect in any way, any of the Parties' claims, rights, or defenses against third parties who have not signed this Sediment Consent Order, including any and all such claims, rights, or defenses related to environmental conditions in the Hackensack River, Newark Bay or sediments in the Hackensack River or Newark Bay in the vicinity of Study Areas 5, 6, and 7.

99. **Governing Law and Continuing Jurisdiction.** Except as specified herein with respect to the Letter of Credit, this Sediment Consent Order shall be interpreted and enforced

under the laws of the United States and the State of New Jersey by the United States District Court for the District of New Jersey. This Court shall retain jurisdiction to oversee implementation of this Sediment Consent Order.

100. **Construction.** Questions regarding the interpretation of this Sediment Consent Order shall not be resolved against any Party on the ground that this Sediment Consent Order has been drafted by that Party. This Sediment Consent Order is the result of review, negotiation, and compromise by each Party.

101. **Authority to Enter Into Agreement.** Each person signing this Sediment Consent Order represents and warrants that he or she is duly authorized to execute this Sediment Consent Order by the Party on whose behalf it is indicated that the person is signing.



Consented to and approved for entry:

s/ David J. Sheehan

David J. Sheehan  
Baker Hostetler  
45 Rockefeller Plaza  
11th Floor  
New York, NY 10111  
(212) 589-4200  
[dsheehan@bakerlaw.com](mailto:dsheehan@bakerlaw.com)

Michael D. Daneker  
Arnold & Porter LLP  
555 12th Street N.W.  
Washington, DC 20004  
(202) 942-5000

s/ Edward Lloyd

Edward Lloyd  
Columbia Law School  
435 West 116<sup>th</sup> Street, Room 831  
New York, NY 10027  
(212) 854-4376

Bruce J. Terris  
Kathleen L. Millian  
Alicia C. Alcorn  
Terris, Pravlik & Millian, LLP  
1121 12th Street N.W.  
Washington, DC 20005-4632  
(202) 682-2100

*Counsel for Honeywell International Inc.*

*Counsel for Interfaith Community  
Organization, the Hackensack Riverkeeper,  
Inc., Lawrence Baker, Winston Clarke, Martha  
Webb Herring, Margarita Navas, William  
Sheehan, and Margaret Webb*

APPROVED AND ENTERED as an Order of this Court this 9 day of Sept,  
2013.


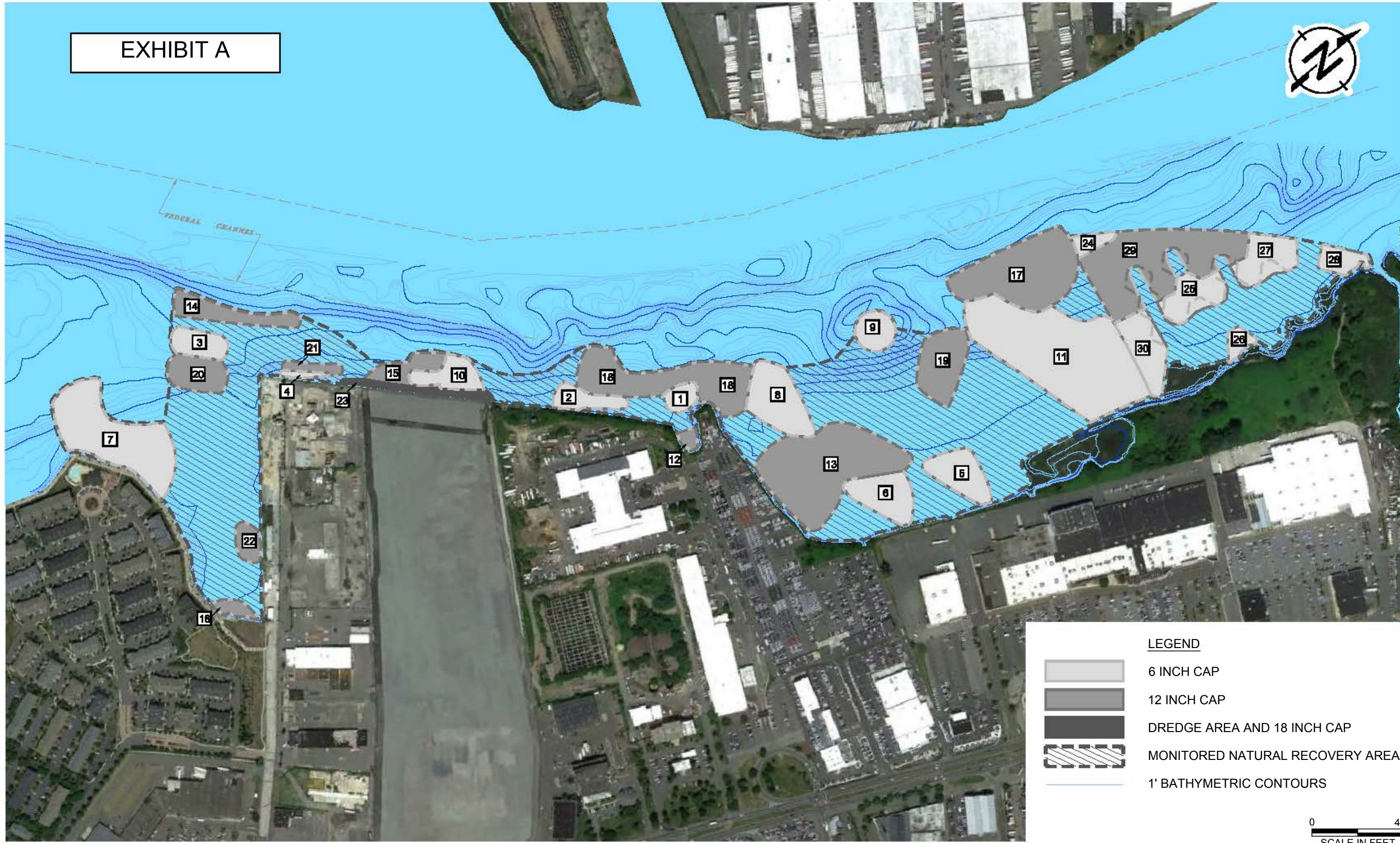

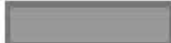



  
Hon. Dennis M. Cavanaugh  
United States District Judge

EXHIBIT A



**LEGEND**

-  6 INCH CAP
-  12 INCH CAP
-  DREDGE AREA AND 18 INCH CAP
-  MONITORED NATURAL RECOVERY AREA
-  1' BATHYMETRIC CONTOURS

0 400  
SCALE IN FEET

MBLEI 8/9/13 [0220255\_GIS2] F:\0220255



DRAFTED BY: AG/PRM/MSB DATE: 08/09/2013

**SA-7 AMENDED REMEDIATION PLAN**  
HONEYWELL  
JERSEY CITY, NEW JERSEY

**FIGURE 1-2**

0220255F

**EXHIBIT A**

**Honeywell SA7 6” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
1	602433	686789
1	602439	686796
1	602442	686799
1	602445	686801
1	602449	686803
1	602453	686804
1	602457	686805
1	602461	686804
1	602465	686803
1	602469	686801
1	602471	686800
1	602474	686796
1	602476	686794
1	602485	686787
1	602497	686779
1	602503	686777
1	602511	686768
1	602516	686756
1	602520	686739
1	602521	686722
1	602520	686705
1	602516	686689
1	602509	686673
1	602500	686658
1	602489	686646
1	602487	686644
1	602474	686641
1	602464	686641
1	602459	686641
1	602445	686643
1	602430	686647
1	602417	686654
1	602402	686660
1	602401	686679
1	602402	686702
1	602406	686725
1	602411	686740
1	602413	686747
1	602420	686764
1	602430	686781

Cap ID	Easting	Northing
2	602081	686363
2	602131	686392
2	602149	686396
2	602169	686404
2	602188	686414
2	602205	686426
2	602221	686440
2	602235	686456
2	602239	686463
2	602244	686470
2	602246	686474
2	602251	686478
2	602257	686484
2	602266	686493
2	602274	686501
2	602280	686506
2	602286	686512
2	602297	686525
2	602298	686525
2	602303	686527
2	602309	686527
2	602315	686527
2	602320	686525
2	602326	686523
2	602331	686520
2	602335	686516
2	602338	686511
2	602340	686506
2	602342	686500
2	602342	686495
2	602320	686466
2	602275	686412
2	602236	686368
2	602235	686368
2	602230	686364
2	602225	686359
2	602221	686354
2	602218	686347
2	602216	686341
2	602215	686334
2	602216	686327
2	602218	686320
2	602220	686316
2	602210	686299
2	602196	686282
2	602180	686266
2	602163	686252
2	602153	686246
2	602153	686246
2	602145	686249
2	602130	686256
2	602116	686265
2	602104	686277
2	602095	686290
2	602087	686304
2	602082	686320
2	602079	686336
2	602079	686352

**EXHIBIT A**

**Honeywell SA7 6” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
3	600807	685196
3	600818	685209
3	600862	685246
3	600960	685325
3	600967	685327
3	600979	685328
3	600990	685327
3	601001	685324
3	601011	685319
3	601021	685312
3	601029	685304
3	601035	685295
3	601040	685285
3	601043	685274
3	601044	685262
3	601043	685252
3	600898	685122
3	600882	685120
3	600882	685120
3	600871	685121
3	600857	685124
3	600844	685130
3	600833	685138
3	600823	685149
3	600815	685161
3	600810	685174
3	600807	685188

Cap ID	Easting	Northing
4	601251	685435
4	601384	685579
4	601385	685579
4	601385	685580
4	601387	685581
4	601388	685582
4	601389	685582
4	601390	685582
4	601392	685582
4	601393	685582
4	601394	685581
4	601395	685580
4	601396	685579
4	601397	685578
4	601397	685577
4	601397	685577
4	601372	685536
4	601341	685492
4	601307	685449
4	601303	685444
4	601299	685435
4	601293	685425
4	601292	685425
4	601284	685418
4	601276	685412
4	601275	685412
4	601272	685411
4	601269	685411
4	601269	685411
4	601265	685411
4	601262	685412
4	601259	685413
4	601257	685415
4	601255	685417
4	601253	685420
4	601251	685423
4	601251	685426
4	601250	685429
4	601251	685432

**EXHIBIT A**  
**Honeywell SA7 6" Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
5	603429	687545
5	603444	687553
5	603444	687553
5	603444	687554
5	603445	687554
5	603446	687555
5	603447	687555
5	603449	687555
5	603450	687555
5	603451	687555
5	603452	687554
5	603452	687554
5	603453	687555
5	603455	687556
5	603456	687557
5	603458	687557
5	603459	687557
5	603461	687557
5	603463	687557
5	603464	687556
5	603466	687555
5	603470	687555
5	603471	687554
5	603518	687546
5	603565	687535
5	603596	687526
5	603608	687523
5	603631	687515
5	603653	687505
5	603674	687492
5	603688	687482
5	603678	687462
5	603664	687440
5	603661	687435
5	603652	687431
5	603584	687403
5	603516	687378
5	603447	687355
5	603397	687340
5	603391	687339
5	603388	687339
5	603388	687339
5	603383	687340
5	603378	687341
5	603373	687343
5	603368	687346
5	603364	687350
5	603361	687355
5	603359	687360
5	603358	687365
5	603357	687369
5	603366	687402
5	603381	687443
5	603397	687483
5	603416	687522

Cap ID	Easting	Northing
6	603332	687267
6	603348	687267
6	603373	687262
6	603398	687254
6	603422	687243
6	603446	687230
6	603468	687215
6	603488	687198
6	603506	687178
6	603509	687175
6	603513	687171
6	603522	687160
6	603528	687148
6	603530	687144
6	603527	687132
6	603520	687118
6	603515	687110
6	603508	687107
6	603421	687069
6	603333	687034
6	603282	687015
6	603261	687013
6	603260	687013
6	603237	687015
6	603228	687011
6	603224	687014
6	603220	687017
6	603217	687020
6	603213	687024
6	603211	687031
6	603210	687035
6	603209	687041
6	603209	687045
6	603209	687051
6	603210	687055
6	603213	687066
6	603217	687075
6	603219	687078
6	603223	687084
6	603229	687090
6	603308	687226

**EXHIBIT A**

**Honeywell SA7 6” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
7	600767	684784
7	600774	684785
7	600782	684781
7	600794	684771
7	600809	684757
7	600825	684742
7	600842	684730
7	600861	684719
7	600881	684711
7	600901	684706
7	600915	684704
7	600927	684707
7	600941	684709
7	600955	684719
7	600982	684739
7	601007	684762
7	601030	684786
7	601051	684812
7	601070	684840
7	601071	684843
7	601077	684854
7	601086	684868
7	601088	684871
7	601088	684871
7	601091	684875
7	601096	684876
7	601098	684877
7	601102	684878
7	601109	684879
7	601138	684874
7	601153	684870
7	601164	684867
7	601190	684858
7	601214	684846
7	601237	684832
7	601259	684816
7	601279	684798
7	601297	684778
7	601314	684756
7	601328	684733
7	601339	684708
7	601348	684683
7	601354	684659
7	601330	684659
7	601278	684656
7	601225	684651
7	601172	684643
7	601159	684640
7	601159	684640
7	601143	684622
7	601125	684605
7	601105	684591
7	601083	684578
7	601061	684568
7	601047	684566
7	601025	684560
7	601004	684552
7	600985	684541
7	600967	684528

7	600950	684513
7	600936	684496
7	600924	684480
7	600901	684482
7	600869	684488
7	600838	684497
7	600808	684508
7	600779	684521
7	600750	684537
7	600724	684555
7	600717	684560
7	600711	684577
7	600706	684600
7	600703	684623
7	600703	684647
7	600706	684671
7	600711	684694
7	600719	684717
7	600729	684738
7	600742	684758
7	600751	684769
7	600760	684779

**EXHIBIT A**

**Honeywell SA7 6” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
8	602679	686901
8	602676	686912
8	602649	686939
8	602633	686958
8	602617	686974
8	602588	687010
8	602561	687048
8	602557	687055
8	602550	687059
8	602549	687064
8	602548	687069
8	602549	687074
8	602550	687079
8	602552	687084
8	602554	687086
8	602571	687103
8	602590	687119
8	602611	687132
8	602632	687143
8	602634	687145
8	602644	687150
8	602654	687152
8	602664	687153
8	602732	687140
8	602802	687124
8	602871	687106
8	602940	687085
8	602950	687081
8	602952	687081
8	602954	687080
8	602956	687079
8	602958	687077
8	602959	687075
8	602961	687071
8	602963	687067
8	602954	687041
8	602937	687024
8	602920	687007
8	602895	686983
8	602878	686969
8	602863	686963
8	602800	686938
8	602736	686916

Cap ID	Easting	Northing
9	602690	687586
9	602711	687625
9	602719	687634
9	602732	687643
9	602747	687649
9	602762	687653
9	602777	687655
9	602793	687653
9	602808	687649
9	602823	687643
9	602836	687634
9	602847	687623
9	602856	687610
9	602862	687595
9	602866	687580
9	602868	687565
9	602866	687549
9	602862	687534
9	602856	687519
9	602847	687506
9	602836	687495
9	602823	687486
9	602808	687480
9	602793	687476
9	602777	687474
9	602762	687476
9	602747	687480
9	602732	687486
9	602719	687495
9	602708	687506
9	602699	687519
9	602693	687534
9	602688	687549
9	602687	687565
9	602688	687580

**EXHIBIT A**

**Honeywell SA7 6" Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
10	601652	686040
10	601723	686097
10	601737	686101
10	601761	686101
10	601789	686098
10	601817	686092
10	601845	686083
10	601871	686072
10	601882	686066
10	601854	686032
10	601821	685994
10	601754	685920
10	601751	685922
10	601749	685924
10	601747	685926
10	601745	685927
10	601742	685927
10	601740	685928
10	601737	685927
10	601735	685927
10	601733	685923
10	601727	685912
10	601706	685883
10	601686	685857
10	601665	685836
10	601657	685835
10	601649	685836
10	601641	685838
10	601634	685841
10	601627	685847
10	601622	685851
10	601617	685858
10	601614	685865
10	601612	685874
10	601636	685900
10	601691	685961
10	601690	685970
10	601686	685988
10	601679	686004
10	601670	686020
10	601659	686033

Cap ID	Easting	Northing
11	602980	688074
11	603007	688082
11	603041	688094
11	603073	688108
11	603104	688124
11	603134	688143
11	603140	688147
11	603152	688156
11	603163	688167
11	603172	688180
11	603179	688195
11	603182	688210
11	603184	688225
11	603183	688235
11	603198	688242
11	603229	688250
11	603259	688262
11	603287	688275
11	603291	688276
11	603305	688283
11	603318	688293
11	603329	688304
11	603338	688317
11	603345	688332
11	603349	688347
11	603350	688363
11	603350	688368
11	603352	688371
11	603365	688384
11	603380	688395
11	603397	688404
11	603408	688403
11	603421	688400
11	603555	688376
11	603618	688362
11	603722	688338
11	603771	688325
11	603766	688311
11	603743	688239
11	603722	688166
11	603704	688093
11	603693	688040
11	603507	687991
11	603314	687938
11	603123	687882
11	603080	687870
11	603080	687869
11	603061	687873
11	603033	687881
11	603023	687884
11	603003	687894
11	602977	687910
11	602951	687928
11	602928	687953
11	602936	687967
11	602945	687982
11	602959	688011
11	602971	688042



**EXHIBIT A**

**Honeywell SA7 6” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
24	603006	688490
24	603011	688502
24	603023	688529
24	603067	688597
24	603113	688663
24	603118	688671
24	603121	688661
24	603129	688643
24	603131	688639
24	603131	688638
24	603132	688635
24	603132	688631
24	603132	688630
24	603132	688626
24	603131	688621
24	603108	688511
24	603100	688466
24	603098	688461
24	603086	688465
24	603073	688472
24	603051	688481
24	603029	688487

Cap ID	Easting	Northing
25	603477	688649
25	603486	688685
25	603486	688687
25	603485	688690
25	603484	688692
25	603483	688694
25	603449	688733
25	603442	688740
25	603442	688748
25	603441	688752
25	603442	688756
25	603447	688782
25	603450	688787
25	603452	688791
25	603455	688794
25	603497	688813
25	603508	688818
25	603511	688820
25	603513	688822
25	603515	688825
25	603516	688827
25	603517	688830
25	603523	688857
25	603523	688863
25	603526	688865
25	603528	688866
25	603591	688892
25	603592	688893
25	603593	688893
25	603594	688893
25	603596	688893
25	603597	688893
25	603598	688892
25	603599	688892
25	603649	688838
25	603650	688836
25	603652	688834
25	603653	688832
25	603653	688829
25	603653	688827
25	603649	688806
25	603648	688803
25	603647	688800
25	603645	688798
25	603643	688796
25	603579	688769
25	603576	688767
25	603573	688765
25	603570	688763
25	603562	688725
25	603561	688722
25	603561	688720
25	603561	688717
25	603562	688715
25	603563	688712
25	603610	688661
25	603612	688659
25	603613	688657
25	603613	688655

**EXHIBIT A**

**Honeywell SA7 6” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

25	603614	688653
25	603614	688651
25	603609	688629
25	603609	688627
25	603608	688625
25	603607	688623
25	603606	688622
25	603604	688620
25	603602	688619
25	603536	688591
25	603535	688590
25	603533	688590
25	603532	688589
25	603530	688589
25	603529	688590
25	603528	688590
25	603526	688591
25	603525	688592
25	603480	688638
25	603479	688639
25	603478	688640
25	603478	688642
25	603477	688643
25	603477	688645

Cap ID	Easting	Northing
26	603769	688768
26	603775	688806
26	603775	688808
26	603776	688810
26	603777	688812
26	603778	688814
26	603779	688815
26	603780	688817
26	603782	688818
26	603784	688819
26	603786	688820
26	603859	688842
26	603861	688843
26	603863	688843
26	603865	688844
26	603867	688843
26	603868	688843
26	603870	688842
26	603883	688830
26	603886	688820
26	603880	688811
26	603878	688808
26	603876	688805
26	603874	688801
26	603874	688798
26	603872	688757
26	603872	688755
26	603872	688753
26	603873	688752
26	603873	688750
26	603875	688748
26	603876	688747
26	603877	688746
26	603880	688743
26	603881	688741
26	603883	688738
26	603883	688735
26	603884	688732
26	603884	688729
26	603878	688702
26	603879	688688
26	603879	688687
26	603879	688686
26	603878	688686
26	603878	688685
26	603877	688684
26	603876	688684
26	603875	688683
26	603875	688683
26	603874	688683
26	603873	688683
26	603872	688683
26	603871	688684
26	603777	688754
26	603775	688756
26	603773	688757
26	603772	688759
26	603771	688761
26	603770	688763
26	603769	688766

**EXHIBIT A**

**Honeywell SA7 6" Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
27	603563	689033
27	603563	689037
27	603562	689040
27	603560	689043
27	603559	689047
27	603556	689049
27	603491	689114
27	603572	689192
27	603641	689254
27	603643	689255
27	603644	689255
27	603646	689255
27	603648	689255
27	603649	689254
27	603651	689253
27	603652	689252
27	603732	689194
27	603733	689193
27	603734	689192
27	603736	689190
27	603736	689188
27	603737	689187
27	603737	689185
27	603737	689183
27	603737	689181
27	603731	689144
27	603730	689142
27	603729	689141
27	603728	689139
27	603726	689138
27	603725	689137
27	603723	689136
27	603721	689136
27	603647	689116
27	603645	689115
27	603643	689113
27	603641	689111
27	603640	689109
27	603639	689106
27	603638	689104
27	603632	689077
27	603632	689074
27	603633	689072
27	603633	689070
27	603634	689068
27	603635	689066
27	603637	689065
27	603689	689011
27	603691	689010
27	603691	689008
27	603692	689006
27	603692	689004
27	603692	689002
27	603692	689001
27	603686	688977
27	603686	688975
27	603685	688974
27	603684	688973
27	603683	688972

27	603681	688971
27	603680	688970
27	603614	688944
27	603612	688943
27	603610	688943
27	603608	688943
27	603607	688943
27	603605	688944
27	603603	688945
27	603602	688946
27	603601	688947
27	603559	688990
27	603558	688991
27	603555	688995

**EXHIBIT A**

**Honeywell SA7 6” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
28	603879	689444
28	603886	689449
28	603887	689450
28	603889	689451
28	603891	689452
28	603893	689453
28	603895	689453
28	603897	689453
28	603899	689453
28	603901	689452
28	603903	689451
28	603935	689440
28	603937	689439
28	603939	689438
28	603941	689436
28	603942	689434
28	603943	689432
28	603943	689429
28	603943	689427
28	603943	689425
28	603942	689423
28	603939	689415
28	603939	689414
28	603939	689413
28	603938	689413
28	603938	689412
28	603937	689412
28	603936	689411
28	603936	689411
28	603935	689411
28	603934	689411
28	603933	689411
28	603933	689411
28	603921	689417
28	603917	689419
28	603913	689420
28	603909	689420
28	603904	689420
28	603903	689419
28	603902	689417
28	603901	689415
28	603900	689414
28	603900	689412
28	603907	689391
28	603908	689385
28	603909	689380
28	603908	689374
28	603904	689346
28	603906	689333
28	603906	689331
28	603905	689328
28	603905	689326
28	603904	689324
28	603902	689322
28	603901	689320
28	603899	689319
28	603812	689254
28	603810	689253
28	603809	689252

28	603807	689251
28	603806	689251
28	603804	689250
28	603802	689251
28	603800	689251
28	603799	689252
28	603797	689253
28	603796	689254
28	603738	689325
28	603737	689327
28	603737	689330
28	603738	689332
28	603739	689334
28	603740	689337
28	603741	689339
28	603747	689343
28	603813	689394

**EXHIBIT A**

**Honeywell SA7 6” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
30	603421	688400
30	603448	688511
30	603458	688516
30	603504	688534
30	603507	688536
30	603511	688537
30	603514	688537
30	603518	688537
30	603522	688536
30	603525	688535
30	603570	688489
30	603570	688487
30	603571	688486
30	603573	688485
30	603574	688484
30	603576	688483
30	603578	688482
30	603580	688482
30	603581	688482
30	603583	688483
30	603585	688483
30	603587	688484
30	603588	688485
30	603639	688512

30	603641	688514
30	603644	688514
30	603646	688515
30	603649	688515
30	603652	688514
30	603654	688513
30	603657	688512
30	603659	688510
30	603660	688508
30	603795	688366
30	603796	688365
30	603798	688363
30	603798	688361
30	603799	688359
30	603799	688357
30	603799	688355
30	603799	688353
30	603798	688351
30	603797	688349
30	603796	688348
30	603771	688325
30	603722	688338
30	603618	688362
30	603555	688376

**EXHIBIT A**

**Honeywell SA7 12” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
12	602571	686578
12	602564	686581
12	602563	686585
12	602565	686594
12	602570	686605
12	602578	686622
12	602585	686640
12	602593	686660
12	602597	686671
12	602602	686677
12	602610	686676
12	602619	686672
12	602622	686670
12	602627	686668
12	602634	686664
12	602640	686659
12	602648	686653
12	602653	686650
12	602659	686645
12	602666	686642
12	602672	686634
12	602677	686622
12	602682	686613
12	602682	686602
12	602679	686591
12	602674	686580
12	602669	686578
12	602656	686574
12	602653	686573
12	602589	686576

Cap ID	Easting	Northing
13	602954	687041
13	602963	687067
13	602955	687124
13	602959	687137
13	602968	687157
13	602979	687175
13	602993	687193
13	603008	687208
13	603025	687221
13	603044	687233
13	603061	687240
13	603107	687265
13	603159	687289
13	603212	687311
13	603266	687331
13	603301	687342
13	603302	687341
13	603307	687340
13	603312	687338
13	603316	687335
13	603320	687331
13	603323	687327
13	603323	687326
13	603327	687314
13	603331	687297
13	603333	687280
13	603332	687267
13	603229	687090
13	603223	687084
13	603217	687075
13	603213	687066
13	603210	687055
13	603209	687045
13	603210	687035
13	603213	687024
13	603220	687017
13	603232	687009
13	603243	686992
13	603257	686965
13	603269	686938
13	603278	686909
13	603285	686880
13	603287	686865
13	603291	686856
13	603295	686843
13	603297	686830
13	603295	686816
13	603291	686804
13	603285	686792
13	603276	686781
13	603276	686781
13	603217	686773
13	603146	686765
13	603075	686761
13	603017	686759
13	603005	686757
13	602984	686755
13	602979	686754
13	602962	686755

**EXHIBIT A**

**Honeywell SA7 12” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

13	602942	686759
13	602921	686765
13	602902	686773
13	602895	686777
13	602886	686801
13	602879	686827
13	602875	686853
13	602874	686880
13	602875	686907
13	602879	686933
13	602886	686959
13	602895	686983

Cap ID	Easting	Northing
14	600680	685307
14	600854	685406
14	600895	685431
14	600935	685459
14	600965	685482
14	600986	685503
14	601011	685532
14	601035	685562
14	601056	685594
14	601071	685620
14	601075	685625
14	601078	685628
14	601084	685631
14	601099	685638
14	601113	685644
14	601119	685644
14	601124	685642
14	601131	685635
14	601140	685625
14	601146	685612
14	601147	685605
14	601145	685600
14	601083	685533
14	601005	685452
14	600926	685372
14	600844	685295
14	600762	685220
14	600762	685220
14	600746	685229
14	600725	685243
14	600707	685260
14	600690	685278
14	600678	685293
14	600676	685299
14	600677	685303

**EXHIBIT A**

**Honeywell SA7 12” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
15	601659	686033
15	601670	686020
15	601679	686004
15	601686	685988
15	601690	685973
15	601690	685970
15	601691	685961
15	601636	685900
15	601612	685874
15	601612	685873
15	601614	685865
15	601617	685858
15	601622	685851
15	601628	685846
15	601634	685841
15	601641	685838
15	601649	685836
15	601656	685835
15	601657	685835
15	601665	685836
15	601686	685857
15	601706	685883
15	601727	685912
15	601735	685927
15	601737	685927
15	601740	685928
15	601742	685927
15	601745	685927
15	601747	685926
15	601749	685924
15	601751	685922
15	601751	685922
15	601754	685920
15	601738	685902
15	601669	685832
15	601600	685766
15	601549	685721
15	601508	685685
15	601504	685705
15	601502	685733
15	601501	685748
15	601503	685763
15	601506	685782
15	601510	685790
15	601513	685797
15	601518	685805
15	601528	685821
15	601542	685839
15	601555	685857
15	601563	685870
15	601570	685879
15	601575	685889
15	601571	685900
15	601562	685911
15	601559	685918
15	601558	685924
15	601560	685930
15	601579	685954
15	601613	685999

15	601646	686037
15	601648	686039
15	601649	686039
15	601650	686039
15	601652	686040



**EXHIBIT A**  
**Honeywell SA7 12" Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
16	601845	684537
16	601855	684564
16	601856	684568
16	601861	684581
16	601869	684593
16	601875	684600
16	601885	684613
16	601899	684628
16	601915	684641
16	601928	684649
16	601943	684652
16	601979	684657
16	602015	684660
16	602019	684660
16	602020	684660
16	602022	684658
16	602024	684657
16	602027	684656
16	602028	684656
16	602016	684642
16	601993	684618
16	601968	684597
16	601942	684577
16	601927	684567
16	601925	684562
16	601919	684552
16	601911	684544
16	601901	684538
16	601893	684535
16	601878	684533
16	601874	684533
16	601860	684534

Cap ID	Easting	Northing
17	602931	688483
17	602934	688483
17	602960	688489
17	602983	688491
17	603006	688490
17	603029	688487
17	603051	688481
17	603073	688472
17	603086	688465
17	603110	688450
17	603134	688430
17	603151	688409
17	603153	688405
17	603159	688398
17	603170	688378
17	603179	688357
17	603185	688335
17	603189	688312
17	603191	688289
17	603189	688266
17	603185	688243
17	603183	688235
17	603184	688225
17	603182	688210
17	603179	688195
17	603172	688180
17	603163	688167
17	603152	688156
17	603140	688147
17	603138	688145
17	603134	688143
17	603104	688124
17	603073	688108
17	603041	688094
17	603007	688082
17	602980	688074
17	602980	688073
17	602971	688042
17	602959	688011
17	602945	687982
17	602929	687954
17	602928	687953
17	602913	687944
17	602897	687938
17	602880	687934
17	602863	687932
17	602863	687932
17	602846	687934
17	602829	687938
17	602813	687944
17	602798	687953
17	602810	688017
17	602831	688116
17	602854	688216
17	602881	688314
17	602909	688412

**EXHIBIT A**  
**Honeywell SA7 12” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
18	602029	686531
18	602034	686555
18	602050	686573
18	602079	686602
18	602100	686621
18	602108	686617
18	602127	686608
18	602147	686602
18	602167	686599
18	602188	686598
18	602209	686600
18	602229	686605
18	602229	686605
18	602241	686619
18	602270	686655
18	602296	686693
18	602320	686732
18	602341	686773
18	602361	686815
18	602377	686857
18	602378	686860
18	602396	686887
18	602423	686922
18	602451	686955
18	602481	686986
18	602513	687015
18	602547	687042
18	602559	687051
18	602561	687048
18	602588	687010
18	602617	686974
18	602649	686939
18	602676	686912
18	602679	686901
18	602680	686884
18	602679	686868
18	602675	686852
18	602668	686837
18	602659	686823
18	602649	686811
18	602647	686810
18	602636	686801
18	602635	686800
18	602623	686805
18	602610	686808
18	602596	686809
18	602583	686807
18	602570	686802
18	602558	686795
18	602548	686786
18	602541	686774
18	602539	686771
18	602525	686771
18	602511	686774
18	602497	686779
18	602485	686787
18	602474	686796
18	602471	686800
18	602469	686801

18	602465	686803
18	602461	686804
18	602457	686805
18	602453	686804
18	602449	686803
18	602445	686801
18	602442	686799
18	602439	686796
18	602439	686796
18	602433	686789
18	602422	686769
18	602413	686747
18	602406	686725
18	602402	686702
18	602401	686679
18	602402	686660
18	602378	686624
18	602349	686585
18	602319	686548
18	602286	686512
18	602251	686478
18	602246	686474
18	602235	686456
18	602221	686440
18	602205	686426
18	602188	686414
18	602169	686404
18	602149	686396
18	602131	686392
18	602121	686399
18	602101	686415
18	602083	686433
18	602066	686453
18	602052	686475
18	602041	686497
18	602032	686521

**EXHIBIT A**  
**Honeywell SA7 12” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
19	603015	687869
19	603025	687877
19	603034	687874
19	603053	687866
19	603072	687855
19	603089	687842
19	603104	687827
19	603106	687826
19	603131	687788
19	603170	687728
19	603206	687667
19	603240	687605
19	603241	687602
19	603240	687598
19	603236	687594
19	603233	687592
19	603203	687579
19	603171	687568
19	603139	687560
19	603107	687555
19	603080	687553
19	603077	687553
19	603074	687555
19	603056	687571
19	603026	687601
19	602997	687633
19	602970	687667
19	602946	687701
19	602944	687706
19	602943	687711
19	602944	687722
19	602948	687747
19	602955	687771
19	602964	687795
19	602976	687818
19	602989	687839
19	603005	687859

Cap ID	Easting	Northing
20	600898	685122
20	601043	685252
20	601050	685252
20	601067	685252
20	601083	685248
20	601099	685242
20	601113	685234
20	601126	685223
20	601137	685211
20	601146	685197
20	601153	685181
20	601157	685165
20	601158	685160
20	601137	685138
20	601103	685103
20	601067	685070
20	601029	685039
20	601008	685023
20	600998	685021
20	600983	685020
20	600983	685020
20	600968	685021
20	600953	685025
20	600939	685031
20	600927	685040
20	600916	685051
20	600908	685063
20	600901	685077
20	600898	685091
20	600896	685106
20	600898	685121

**EXHIBIT A**  
**Honeywell SA7 12” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
21	601385	685580
21	601251	685435
21	601249	685435
21	601243	685437
21	601238	685441
21	601234	685445
21	601230	685450
21	601227	685456
21	601226	685462
21	601225	685468
21	601226	685474
21	601226	685475
21	601247	685493
21	601284	685527
21	601319	685564
21	601352	685602
21	601365	685619
21	601368	685624
21	601377	685634
21	601387	685643
21	601396	685648
21	601397	685648
21	601403	685647
21	601409	685646
21	601414	685643
21	601419	685640
21	601423	685636
21	601426	685631
21	601427	685629
21	601427	685627
21	601427	685619
21	601425	685611
21	601421	685604
21	601417	685597
21	601411	685592
21	601404	685587
21	601397	685584
21	601389	685582
21	601388	685582
21	601387	685581

Cap ID	Easting	Northing
22	601676	684887
22	601684	684891
22	601692	684894
22	601697	684896
22	601713	684899
22	601728	684900
22	601743	684898
22	601745	684897
22	601748	684896
22	601785	684868
22	601821	684839
22	601828	684833
22	601828	684833
22	601831	684829
22	601833	684824
22	601834	684820
22	601835	684815
22	601834	684810
22	601833	684807
22	601827	684798
22	601815	684786
22	601802	684777
22	601788	684771
22	601773	684767
22	601763	684765
22	601763	684765
22	601758	684767
22	601735	684775
22	601714	684786
22	601693	684800
22	601675	684815
22	601664	684825
22	601662	684827
22	601658	684831
22	601655	684836
22	601652	684841
22	601650	684847
22	601650	684853
22	601650	684859
22	601652	684865
22	601655	684871
22	601658	684875
22	601662	684880
22	601667	684883
22	601673	684886

**EXHIBIT A**  
**Honeywell SA7 12” Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
29	603126	688682
29	603172	688746
29	603220	688809
29	603269	688871
29	603320	688931
29	603372	688990
29	603426	689048
29	603481	689104
29	603491	689114
29	603556	689049
29	603559	689047
29	603560	689043
29	603562	689040
29	603563	689037
29	603563	689033
29	603555	688995
29	603547	688991
29	603512	688976
29	603505	688973
29	603498	688970
29	603493	688965
29	603488	688959
29	603484	688953
29	603481	688946
29	603479	688938
29	603478	688934
29	603477	688930
29	603478	688926
29	603479	688922
29	603480	688918
29	603482	688914
29	603485	688911
29	603519	688871
29	603521	688868
29	603523	688863
29	603523	688857
29	603517	688830
29	603516	688827
29	603515	688825
29	603513	688822
29	603511	688820
29	603508	688818
29	603497	688813
29	603455	688794
29	603445	688798
29	603440	688800
29	603404	688834
29	603400	688836
29	603396	688838
29	603392	688838
29	603387	688838
29	603383	688838
29	603378	688836
29	603340	688823
29	603336	688821
29	603332	688818
29	603329	688815
29	603326	688811
29	603324	688807
29	603322	688803
29	603318	688783
29	603317	688780
29	603317	688776
29	603318	688772
29	603319	688769
29	603321	688766
29	603323	688763
29	603326	688760
29	603354	688728
29	603356	688726
29	603359	688723
29	603362	688721
29	603365	688720
29	603369	688719
29	603373	688719
29	603425	688739
29	603429	688740
29	603438	688740
29	603442	688740
29	603449	688733
29	603483	688694
29	603484	688692
29	603485	688690
29	603486	688687
29	603486	688685
29	603477	688649
29	603473	688645
29	603469	688641
29	603465	688638
29	603460	688636
29	603424	688621
29	603421	688620
29	603417	688619
29	603414	688619
29	603411	688619
29	603407	688620
29	603404	688621
29	603401	688623
29	603399	688625
29	603364	688661
29	603362	688663
29	603359	688664
29	603357	688665
29	603354	688666
29	603351	688667
29	603349	688666
29	603346	688666
29	603343	688665
29	603295	688644
29	603291	688642
29	603288	688639
29	603286	688635
29	603284	688631
29	603283	688627
29	603283	688623
29	603278	688604
29	603278	688601
29	603278	688598
29	603279	688595
29	603280	688592

**EXHIBIT A**  
**Honeywell SA7 12" Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

29	603281	688589
29	603283	688587
29	603285	688585
29	603319	688547
29	603320	688545
29	603322	688544
29	603324	688543
29	603326	688542
29	603328	688541
29	603330	688541
29	603332	688541
29	603334	688542
29	603336	688542
29	603389	688562
29	603392	688562
29	603396	688562
29	603399	688561
29	603403	688560
29	603406	688558
29	603408	688556
29	603410	688553
29	603442	688518
29	603448	688511
29	603421	688400
29	603408	688403
29	603299	688421
29	603190	688440
29	603156	688443
29	603098	688461
29	603100	688466
29	603108	688511
29	603131	688621
29	603132	688626
29	603132	688630
29	603132	688631
29	603132	688635
29	603131	688638
29	603131	688639
29	603129	688643
29	603121	688661
29	603118	688671
29	603122	688676

**EXHIBIT A**

**Honeywell SA7 Dredge & 18" Cap Bounding Coordinates**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
23	601502	685680
23	601508	685685
23	601549	685721
23	601600	685766
23	601669	685832
23	601738	685902
23	601821	685994
23	601854	686032
23	601882	686066
23	601885	686068
23	601897	686074
23	601910	686076
23	601923	686076
23	601936	686074
23	601941	686071
23	601923	686049
23	601896	686018
23	601866	685988
23	601844	685968
23	601673	685798
23	601495	685624
23	601465	685595
23	601462	685592
23	601461	685593
23	601458	685595
23	601456	685598
23	601454	685601
23	601452	685604
23	601451	685607
23	601451	685611
23	601451	685614
23	601452	685618
23	601454	685621
23	601456	685624
23	601458	685626
23	601461	685628

**EXHIBIT A**

**Honeywell SA7 Monitored Natural Recovery Area- Exclude Cap Areas**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

Cap ID	Easting	Northing
MNR	603942	689423
MNR	603939	689415
MNR	603939	689414
MNR	603939	689413
MNR	603938	689413
MNR	603938	689412
MNR	603937	689412
MNR	603936	689411
MNR	603936	689411
MNR	603935	689411
MNR	603934	689411
MNR	603933	689411
MNR	603933	689411
MNR	603921	689417
MNR	603917	689419
MNR	603913	689420
MNR	603909	689420
MNR	603904	689420
MNR	603903	689419
MNR	603902	689417
MNR	603901	689415
MNR	603900	689414
MNR	603900	689412
MNR	603907	689391
MNR	603908	689385
MNR	603909	689380
MNR	603908	689374
MNR	603904	689346
MNR	603906	689333
MNR	603906	689331
MNR	603905	689328
MNR	603905	689326
MNR	603904	689324
MNR	603902	689322
MNR	603908	689308
MNR	603908	689293
MNR	603916	689279
MNR	603924	689239
MNR	603948	689214
MNR	603953	689196
MNR	603943	689173
MNR	603942	689156
MNR	603956	689147
MNR	603963	689132
MNR	603966	689129

MNR	603983	689106
MNR	603987	689084
MNR	603992	689080
MNR	603978	689031
MNR	603967	689023
MNR	603934	689012
MNR	603922	689023
MNR	603903	689021
MNR	603895	689000
MNR	603920	689001
MNR	603928	688989
MNR	603923	688980
MNR	603930	688966
MNR	603944	688971
MNR	603965	688964
MNR	603985	688922
MNR	603990	688885
MNR	603997	688894
MNR	604004	688880
MNR	604000	688862
MNR	603981	688835
MNR	603961	688841
MNR	603958	688844
MNR	603948	688842
MNR	603938	688838
MNR	603923	688833
MNR	603911	688836
MNR	603903	688842
MNR	603890	688829
MNR	603874	688802
MNR	603872	688751
MNR	603883	688741
MNR	603885	688722
MNR	603878	688702
MNR	603880	688680
MNR	603882	688632
MNR	603851	688467
MNR	603811	688376
MNR	603790	688325
MNR	603767	688327
MNR	603771	688325
MNR	603766	688311
MNR	603743	688239
MNR	603722	688166
MNR	603704	688093
MNR	603693	688040
MNR	603675	687979



**EXHIBIT A**

**Honeywell SA7 Monitored Natural Recovery Area- Exclude Cap Areas**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

MNR	603671	687938
MNR	603666	687906
MNR	603660	687879
MNR	603650	687851
MNR	603642	687816
MNR	603641	687795
MNR	603634	687782
MNR	603626	687772
MNR	603623	687753
MNR	603622	687732
MNR	603613	687719
MNR	603599	687714
MNR	603603	687699
MNR	603622	687687
MNR	603642	687668
MNR	603676	687674
MNR	603716	687669
MNR	603720	687648
MNR	603716	687622
MNR	603711	687600
MNR	603706	687563
MNR	603696	687532
MNR	603684	687516
MNR	603689	687488
MNR	603686	687483
MNR	603688	687482
MNR	603678	687462
MNR	603664	687440
MNR	603661	687435
MNR	603660	687435
MNR	603635	687380
MNR	603619	687343
MNR	603628	687320
MNR	603623	687301
MNR	603610	687285
MNR	603591	687273
MNR	603577	687244
MNR	603541	687180
MNR	603528	687148
MNR	603528	687148
MNR	603530	687144
MNR	603527	687132
MNR	603520	687118
MNR	603515	687110
MNR	603513	687110
MNR	603504	687087
MNR	603484	687044

MNR	603463	687006
MNR	603456	686993
MNR	603461	686978
MNR	603445	686970
MNR	603443	686931
MNR	603441	686898
MNR	603417	686857
MNR	603404	686837
MNR	603371	686802
MNR	603345	686774
MNR	603311	686758
MNR	603238	686755
MNR	603170	686761
MNR	603146	686762
MNR	603102	686757
MNR	603023	686753
MNR	602945	686754
MNR	602914	686766
MNR	602879	686764
MNR	602827	686760
MNR	602791	686764
MNR	602743	686764
MNR	602693	686767
MNR	602656	686779
MNR	602641	686794
MNR	602610	686806
MNR	602583	686806
MNR	602569	686802
MNR	602558	686795
MNR	602548	686786
MNR	602541	686774
MNR	602539	686771
MNR	602535	686771
MNR	602534	686767
MNR	602543	686741
MNR	602528	686738
MNR	602544	686684
MNR	602589	686689
MNR	602607	686677
MNR	602610	686676
MNR	602619	686672
MNR	602622	686670
MNR	602627	686668
MNR	602634	686664
MNR	602640	686659
MNR	602648	686653
MNR	602653	686650

**EXHIBIT A**

**Honeywell SA7 Monitored Natural Recovery Area- Exclude Cap Areas**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

MNR	602658	686646
MNR	602666	686642
MNR	602666	686642
MNR	602672	686634
MNR	602677	686622
MNR	602678	686621
MNR	602685	686608
MNR	602682	686603
MNR	602682	686602
MNR	602679	686591
MNR	602674	686580
MNR	602669	686578
MNR	602656	686574
MNR	602653	686573
MNR	602589	686576
MNR	602571	686578
MNR	602567	686580
MNR	602551	686581
MNR	602515	686575
MNR	602481	686555
MNR	602423	686508
MNR	602402	686485
MNR	602396	686470
MNR	602376	686468
MNR	602330	686424
MNR	602255	686352
MNR	602220	686316
MNR	602220	686316
MNR	602210	686299
MNR	602196	686282
MNR	602180	686266
MNR	602163	686252
MNR	602153	686246
MNR	602153	686246
MNR	602150	686247
MNR	602149	686247
MNR	602104	686216
MNR	602069	686185
MNR	602052	686171
MNR	602048	686149
MNR	602027	686136
MNR	602016	686106
MNR	601997	686112
MNR	601975	686089
MNR	601993	686075
MNR	601973	686074
MNR	601951	686048

MNR	601936	686057
MNR	601921	686043
MNR	601903	686026
MNR	601866	685988
MNR	601844	685968
MNR	601673	685798
MNR	601495	685624
MNR	601465	685595
MNR	601462	685592
MNR	601461	685593
MNR	601437	685569
MNR	601385	685516
MNR	601314	685449
MNR	601308	685444
MNR	601300	685437
MNR	601300	685437
MNR	601272	685411
MNR	601272	685411
MNR	601266	685406
MNR	601248	685390
MNR	601235	685378
MNR	601208	685346
MNR	601209	685332
MNR	601332	685227
MNR	601460	685127
MNR	601529	685072
MNR	601536	685047
MNR	601567	685042
MNR	601743	684900
MNR	601751	684893
MNR	601748	684896
MNR	601834	684820
MNR	601833	684824
MNR	601831	684829
MNR	601829	684831
MNR	601933	684749
MNR	602023	684678
MNR	602025	684657
MNR	602016	684642
MNR	601993	684618
MNR	601968	684597
MNR	601942	684577
MNR	601927	684567
MNR	601925	684562
MNR	601919	684552
MNR	601911	684544
MNR	601901	684538

**EXHIBIT A**

**Honeywell SA7 Monitored Natural Recovery Area- Exclude Cap Areas**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

MNR	601893	684535
MNR	601878	684533
MNR	601874	684533
MNR	601860	684534
MNR	601845	684537
MNR	601819	684537
MNR	601798	684533
MNR	601763	684533
MNR	601720	684546
MNR	601685	684580
MNR	601657	684593
MNR	601638	684600
MNR	601601	684618
MNR	601564	684624
MNR	601509	684624
MNR	601452	684641
MNR	601386	684655
MNR	601353	684658
MNR	601341	684659
MNR	601330	684659
MNR	601278	684656
MNR	601271	684655
MNR	601227	684648
MNR	601181	684644
MNR	601172	684643
MNR	601162	684641
MNR	601149	684629
MNR	601143	684622
MNR	601125	684605
MNR	601105	684591
MNR	601083	684578
MNR	601061	684568
MNR	601047	684566
MNR	601029	684561
MNR	601027	684560
MNR	600992	684543
MNR	600959	684521
MNR	600950	684513
MNR	600945	684507
MNR	600940	684501
MNR	600936	684496
MNR	600924	684480
MNR	600901	684482
MNR	600869	684488
MNR	600838	684497
MNR	600808	684508
MNR	600779	684521

MNR	600750	684537
MNR	600724	684555
MNR	600717	684560
MNR	600711	684577
MNR	600711	684578
MNR	600705	684595
MNR	600704	684614
MNR	600703	684623
MNR	600703	684647
MNR	600706	684671
MNR	600711	684694
MNR	600719	684717
MNR	600729	684738
MNR	600742	684758
MNR	600751	684769
MNR	600760	684779
MNR	600767	684784
MNR	600774	684785
MNR	600782	684781
MNR	600794	684771
MNR	600809	684757
MNR	600825	684742
MNR	600842	684730
MNR	600861	684719
MNR	600881	684711
MNR	600901	684706
MNR	600915	684704
MNR	600927	684707
MNR	600941	684709
MNR	600955	684719
MNR	600982	684739
MNR	601007	684762
MNR	601030	684786
MNR	601051	684812
MNR	601070	684840
MNR	601071	684843
MNR	601077	684854
MNR	601086	684868
MNR	601088	684871
MNR	601088	684871
MNR	601091	684875
MNR	601096	684876
MNR	601098	684877
MNR	601102	684878
MNR	601109	684879
MNR	601100	684893
MNR	601085	684908

**EXHIBIT A**

**Honeywell SA7 Monitored Natural Recovery Area- Exclude Cap Areas**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

MNR	601065	684928
MNR	601038	684957
MNR	601013	684984
MNR	600983	685020
MNR	600968	685021
MNR	600953	685025
MNR	600939	685031
MNR	600927	685040
MNR	600916	685051
MNR	600908	685063
MNR	600901	685077
MNR	600898	685091
MNR	600896	685106
MNR	600898	685121
MNR	600898	685122
MNR	600882	685120
MNR	600871	685121
MNR	600857	685124
MNR	600844	685130
MNR	600833	685138
MNR	600823	685149
MNR	600815	685161
MNR	600810	685172
MNR	600765	685211
MNR	600735	685236
MNR	600725	685243
MNR	600707	685260
MNR	600690	685278
MNR	600678	685293
MNR	600676	685299
MNR	600676	685300
MNR	600676	685301
MNR	600676	685301
MNR	600677	685303
MNR	600680	685307
MNR	600802	685376
MNR	600875	685419
MNR	600895	685431
MNR	600935	685459
MNR	600944	685466
MNR	600955	685475
MNR	600980	685497
MNR	600986	685503
MNR	601011	685532
MNR	601035	685562
MNR	601056	685594
MNR	601071	685620

MNR	601075	685625
MNR	601078	685628
MNR	601084	685631
MNR	601099	685638
MNR	601113	685644
MNR	601117	685644
MNR	601117	685644
MNR	601181	685677
MNR	601265	685713
MNR	601343	685735
MNR	601412	685748
MNR	601469	685755
MNR	601502	685784
MNR	601519	685808
MNR	601528	685821
MNR	601542	685839
MNR	601555	685857
MNR	601575	685889
MNR	601564	685908
MNR	601562	685911
MNR	601559	685918
MNR	601558	685924
MNR	601560	685930
MNR	601574	685948
MNR	601577	685952
MNR	601606	685999
MNR	601634	686023
MNR	601646	686037
MNR	601648	686039
MNR	601649	686039
MNR	601650	686039
MNR	601652	686040
MNR	601723	686097
MNR	601737	686101
MNR	601740	686101
MNR	601752	686104
MNR	601805	686130
MNR	601866	686155
MNR	601895	686182
MNR	601943	686236
MNR	601985	686304
MNR	602002	686341
MNR	602005	686401
MNR	602010	686474
MNR	602017	686526
MNR	602033	686548
MNR	602034	686555

**EXHIBIT A**

**Honeywell SA7 Monitored Natural Recovery Area- Exclude Cap Areas**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

MNR	602050	686573
MNR	602079	686602
MNR	602100	686621
MNR	602108	686617
MNR	602147	686602
MNR	602193	686599
MNR	602199	686599
MNR	602231	686607
MNR	602236	686613
MNR	602270	686655
MNR	602330	686754
MNR	602350	686791
MNR	602361	686815
MNR	602377	686857
MNR	602378	686860
MNR	602396	686887
MNR	602423	686922
MNR	602451	686955
MNR	602481	686986
MNR	602513	687015
MNR	602547	687042
MNR	602559	687051
MNR	602556	687056
MNR	602550	687059
MNR	602549	687064
MNR	602548	687069
MNR	602549	687074
MNR	602550	687079
MNR	602552	687084
MNR	602554	687086
MNR	602571	687103
MNR	602590	687119
MNR	602611	687132
MNR	602632	687143
MNR	602634	687145
MNR	602644	687150
MNR	602652	687152
MNR	602669	687174
MNR	602701	687224
MNR	602736	687279
MNR	602750	687319
MNR	602763	687354
MNR	602755	687411
MNR	602739	687482
MNR	602736	687484
MNR	602732	687486
MNR	602719	687495

MNR	602708	687506
MNR	602699	687519
MNR	602693	687534
MNR	602688	687549
MNR	602687	687565
MNR	602688	687580
MNR	602690	687586
MNR	602711	687625
MNR	602719	687634
MNR	602732	687643
MNR	602747	687649
MNR	602762	687653
MNR	602777	687655
MNR	602793	687653
MNR	602808	687649
MNR	602823	687643
MNR	602829	687638
MNR	602898	687701
MNR	602947	687744
MNR	602949	687750
MNR	602955	687771
MNR	602964	687795
MNR	602976	687818
MNR	602989	687838
MNR	602990	687840
MNR	602992	687843
MNR	603005	687859
MNR	603015	687869
MNR	603025	687877
MNR	603023	687884
MNR	603003	687894
MNR	602977	687910
MNR	602951	687928
MNR	602928	687953
MNR	602913	687944
MNR	602897	687938
MNR	602880	687934
MNR	602863	687932
MNR	602863	687932
MNR	602846	687934
MNR	602829	687938
MNR	602813	687944
MNR	602798	687953
MNR	602810	688017
MNR	602831	688116
MNR	602854	688216
MNR	602881	688314

**EXHIBIT A**

**Honeywell SA7 Monitored Natural Recovery Area- Exclude Cap Areas**

(North American Datum 1983, Transverse Mercator Projection, New Jersey State Plane (FIPS 2900) feet)

MNR	602909	688412
MNR	602931	688483
MNR	602934	688483
MNR	603020	688528
MNR	603023	688529
MNR	603081	688619
MNR	603116	688668
MNR	603119	688665
MNR	603121	688661
MNR	603121	688664
MNR	603120	688668
MNR	603121	688672
MNR	603122	688676
MNR	603126	688682
MNR	603172	688746
MNR	603220	688809
MNR	603269	688871
MNR	603320	688931
MNR	603372	688990
MNR	603426	689048
MNR	603481	689104
MNR	603483	689106
MNR	603485	689107
MNR	603487	689108
MNR	603490	689109
MNR	603492	689109
MNR	603494	689109
MNR	603497	689108
MNR	603499	689107
MNR	603499	689107
MNR	603496	689110
MNR	603495	689111
MNR	603495	689112
MNR	603495	689114
MNR	603494	689115
MNR	603495	689116
MNR	603495	689118
MNR	603496	689119
MNR	603496	689120
MNR	603497	689121
MNR	603498	689122
MNR	603499	689122
MNR	603572	689192
MNR	603641	689254
MNR	603738	689332
MNR	603739	689334
MNR	603740	689337

MNR	603741	689339
MNR	603747	689343
MNR	603813	689394
MNR	603879	689444
MNR	603886	689449
MNR	603887	689450
MNR	603889	689451
MNR	603891	689452
MNR	603893	689453
MNR	603895	689453
MNR	603897	689453
MNR	603899	689453
MNR	603901	689452
MNR	603903	689451
MNR	603935	689440
MNR	603937	689439
MNR	603939	689438
MNR	603941	689436
MNR	603942	689434
MNR	603943	689432
MNR	603943	689429
MNR	603943	689427
MNR	603943	689425