

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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RARITAN BAYKEEPER, INC. (d/b/a NY/NJ  
BAYKEEPER); RIVERKEEPER, INC.;  
CAROLL FORBES; and CRYSTAL ERVIN,  
Plaintiffs,

v.

AMERICAN RECYCLING MANAGEMENT,  
LLC; CHRISTOPHER HEIN; REGAL  
RECYCLING CO. INC.; ROYAL CARTING  
COMPANY, INC.; ROYAL WASTE  
SERVICES, INC.; MICHAEL REALI; and  
PAUL REALI,  
Defendants.  
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Case No. 1:21-cv-5211

**(PROPOSED)  
STIPULATION OF SETTLEMENT AND  
ORDER OF DISMISSAL**

WHEREAS, Plaintiff Raritan Baykeeper, Inc., d/b/a NY/NJ Baykeeper (“Baykeeper”) is a not-for-profit environmental organization, organized under the laws of the state of New York, with its principal place of business in Hazlet, New Jersey.

WHEREAS, Plaintiff Riverkeeper, Inc. (“Riverkeeper”) is a not-for-profit environmental organization organized under the laws of the state of New York, with its principal place of business in Ossining, New York.

WHEREAS, Plaintiffs Carroll Forbes (“Forbes”) and Crystal Ervin (“Ervin”) are residents of Jamaica, Queens and members of Baykeeper and Riverkeeper.

WHEREAS, Defendants Royal Waste Services, Inc. (“Royal”) and Regal Recycling Co., Inc. have been voluntarily dismissed from this action.

WHEREAS, Royal Brothers Jamaica Realty LLC (“RBJR”) and M & P Reali Enterprises, Inc. (“M&P”) have been voluntarily named as a defendants in this action.

WHEREAS, Defendants M&P and RBJR are corporations incorporated under the laws of the State of New York.

WHEREAS, Defendant Royal Carting Company, Inc., has been voluntarily dismissed from this action because, as evidenced by the records kept by the New York State Department of State, it merged out of existence on March 4, 1999, and as such is not a viable entity.

WHEREAS, Defendants Michael Reali and Paul Reali have been voluntarily dismissed from this action.

WHEREAS, Defendants M&P and RBJR are referred to in this document as “Defendants.”

WHEREAS, the M&P operates a waste transfer operation located on Block 10220, Lots 17 & 25, Queens (“M&P Facility”).

WHEREAS, Riverkeeper and Baykeeper allege that M&P discharge stormwater runoff from the M&P Facility into the waters of the United States, including Jamaica Bay and the Jamaica Bay waterfront, navigable waters of the United States. M&P denies the allegation.

WHEREAS, Riverkeeper and Baykeeper allege that the M&P Facility conducts industrial activities that fall under the Standard Industrial Classification (“SIC”) Codes of 5093 and 4212 and, therefore, some discharge of stormwater associated with activities may be subject to the General Permit for the Discharge of Stormwater Associated with Industrial Activity (“General Permit”) issued by the New York State Department of Environmental Conservation (“DEC”), Permit No. GP-0-17-004. M&P denies the allegation.

WHEREAS, Forbes and Ervin allege that the M&P Facility engages in industrial activities in a manner that creates odor, dust, noise, and exposes pollution to the surrounding environment. M&P denies the allegation.

WHEREAS, M&P has had prepared Stormwater Pollution Prevention Plans (“SWPPPs”) and has had or is in the process of having applications submitted for coverage under the General Permit for the M&P Facility and those certain real properties known as Block 10218 Lot 1(partial), Block 10219 Lot 96 and 10220, Lots 5, 6, & 10 (the M&P Facility and listed properties collectively referred to as “SWPPP Properties”).

WHEREAS, Defendants assert either that their industrial activities are not classified in the above SIC codes, and/or that the industrial activities and any pollutants related to those activities are not exposed to stormwater.

WHEREAS, RBJR has had developed Storm Water Management Plans (SWMPs) that codify the practices used to avoid the possibility of stormwater pollution for those certain real properties known as Block 10218 Lots 1 (partial) & 25, Block 10219, Lots 92,94, & 97 and Block 10220 Lot 4 (the listed properties collectively referred to as “SWMP Properties”) (the SWPPP Properties and SWMP Properties collectively referred to as the “Properties”).

WHEREAS, Defendants and Plaintiffs have jointly inspected the Properties and the Parties have exchanged certain information.

WHEREAS, Baykeeper and Riverkeeper sent a notice of intent to bring this action; (the “Notice Letter”) on July 19, 2021, alleging violations of 33 U.S.C. §§ 1311(a) and 1342 of the

Clean Water Act (“CWA”) and seeking declaratory and injunctive relief, civil penalties, and reasonable attorneys’ fees and costs.

WHEREAS, Baykeeper and Riverkeeper filed this action on September 20, 2021, alleging violations of 33 U.S.C. §§ 1311 and 1342 of the Clean Water Act (“CWA”), and Forbes and Ervin filed this action alleging that the operation of the M&P Facility creates a private nuisance and nuisance *per se*, and seeking declaratory and injunctive relief, civil penalties, and reasonable attorneys’ fees and costs.

WHEREAS, Plaintiffs alleged in their complaint (the “Complaint”) and in their earlier Notice Letter that the Defendants have violated and continue to violate CWA Section 33 U.S.C. §§ 1311 and 1342 by, inter alia, discharging polluted stormwater associated with industrial activity without coverage under the General Permit and by failing to comply with the conditions of the General Permit.

WHEREAS, Defendants have and continue to deny the allegations in the Complaint.

WHEREAS, without any concession or admission by Defendants that they have violated the Clean Water Act or created a private nuisance or nuisance *per se*, and without any concession or admission by Plaintiffs that: Defendants’ implementation of the measures noted herein will prevent all discharge of polluted stormwater, or that said implementation will assure compliance with the terms and conditions of the General Permit, or that said implementation will prevent the creation of a private nuisance or nuisance *per se* complained of by Plaintiffs. Plaintiffs and Defendants (collectively, “the Parties”) agree that it is in their mutual interest to resolve this matter without the taking of evidence or findings of fact or law, and the Parties would like to avoid prolonged and costly litigation; and

WHEREAS, this Settlement Stipulation shall be submitted to the United States Department of Justice and the United States Environmental Protection Agency (“EPA”) for the 45-day statutory review period, pursuant to 33 U.S.C. § 1365(c);

NOW, THEREFORE, without the trial of any issue of fact or law, without the admission by Defendants of any of the facts or violations alleged in the Complaint, upon consent of the Parties, and upon consideration of the mutual promises contained herein,

**IT IS HEREBY STIPULATED BETWEEN THE PARTIES AND ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:**

**I. DEFINED TERMS**

The defined terms set forth in the foregoing recitals are hereby incorporated into the body of this Settlement Stipulation and are made a part hereof. Terms used in this Settlement Stipulation that are defined in the CWA and its implementing regulations shall have the meanings assigned to them in the Acts or such regulations, unless otherwise provided in this Settlement Stipulation. In addition, the following terms used in this Settlement Stipulation have the meaning set forth below:

1. **Effective Date:** This Settlement Stipulation shall be enforceable upon the date it is so ordered and entered by the Court, which date shall be the Effective Date.
2. **Term of this Settlement Stipulation:** the period beginning on the Effective Date and ending three (3) years from the Effective Date of the Settlement Stipulation.
3. **The Agencies:** the EPA and DEC.
4. **Plaintiffs' Expert:** Paul Eisen or, subject to the reasonable objection of M&P, other qualified stormwater professional designated by Plaintiffs.
5. **Defendants' Expert:** Milana Kononenko or, subject to the reasonable objection of Riverkeeper and Baykeeper, other qualified stormwater professional designated by Defendants.

## II. JURISDICTION AND VENUE

6. **Jurisdiction.** Jurisdiction over this action is conferred by 28 U.S.C. §1331 (federal question), 33 U.S.C. § 1365(a) (Clean Water Act jurisdiction), and 28 U.S.C. §1367(a) (supplemental jurisdiction). Plaintiffs have standing and have complied with the statutory notice requirements under the CWA, 33 U.S.C. §1365(a)(1), and the corresponding regulations at 40 C.F.R. §135.2. An actual, justiciable controversy exists between Plaintiffs and Defendants. The requested relief is proper under 28 U.S.C. §§2201, 2202, and 33 U.S.C. §1365(a).
7. **Venue.** Venue is properly vested in this Court pursuant to 33 U.S.C. §1365(c)(1) and 28 U.S.C. § 1391(b)(2), because the source of the violations complained of is located, and the acts and omissions giving rise to the claims occurred, within this judicial district.
8. **Consent.** For purposes of this Settlement Stipulation, or any action to enforce this Settlement Stipulation, the Parties consent to the Court's jurisdiction over this Settlement Stipulation and any such action and over the Parties. For purposes of this Settlement Stipulation, the Parties consent to venue in this judicial district.

## III. STRUCTURAL POLLUTION CONTROL

9. Defendants shall complete the structural changes and shall meet the operational requirements at the Waste Transfer Station outlined in Exhibit A, attached.
10. Any equipment, details, plans, or specifications required for implementing the measures outlined in Exhibit A shall be decided upon by the agreement of Defendants' Expert and Plaintiffs' Expert.
11. Subject to reasonable objection by Plaintiffs' Expert, Defendants' Expert shall, within forty-five (45) days of the Effective Date, create a comprehensive plan noting all equipment and general specifications required for compliance with this Settlement

Stipulation (“Work Plan”), provided however that Defendant’s Expert may subsequently amend the Work Plan, taking into account the reasonable objection of Plaintiff’s Expert.

12. Unless otherwise specified in the Work Plan, all agreed upon materials and equipment required for implementing the structural changes and operational requirements shall be ordered within sixty (60) days of the Effective Date. If Defendants’ Expert and Plaintiffs’ Expert have not agreed upon any necessary material or equipment as of the Effective Date, such materials or equipment shall be ordered within ten (10) business days of such agreement.
13. Plaintiffs and Plaintiffs’ Expert shall exercise diligence in working with Defendants to implement the terms of the Settlement Stipulation in a timely fashion without undue delay. Defendants shall exercise diligence in implementing and installing the structural changes in a timely fashion without undue delay. All of the measures identified in Exhibit A shall be fully implemented within twelve (12) months of the Effective Date.
14. Within twelve (12) months of the Effective Date, the Defendants shall provide Plaintiffs with a report documenting the status of the completion of the measures in Exhibit A, as described in the Work Plan, compliance with the SWPPPs, and Compliance with the SWMPs (“Implementation Report”).

#### **IV. OBTAINING COVERAGE UNDER THE GENERAL PERMIT**

15. **SWPPP Implementation.** The current SWPPPs, are attached to this Settlement Stipulation as Exhibit B. Defendants will implement the attached SWPPPs in compliance with the terms of the General Permit, and the Clean Water Act.
16. **SWPPP Amendments.** If, during the Term of this Settlement Stipulation, Defendants amend the SWPPPs, or are required to amend the SWPPPs for any reason including but not limited to the reasons enumerated in the General Permit, Defendants shall provide written notice to Plaintiffs within thirty (30) days of the amendment and if not to be submitted to an Agency, shall provide Plaintiffs with a copy of the amendment.
17. **SWMP Implementation.** The current SWMPs are attached to this Settlement Stipulation as Exhibit C. Defendants will implement the attached SWMPs in compliance with the Clean Water Act.

#### **V. COMPLIANCE MONITORING**

18. **Additional Monitoring.** Defendants agree to perform the following during the Term of this Settlement Stipulation.
19. **Annual Air, Odor, Dust, and Noise Measurements.** Defendants’ Expert shall conduct air, odor, dust, and noise testing to determine compliance with Exhibit A at the M&P Facility once per calendar year. Defendants shall provide the methodology and results of this annual testing to Plaintiffs within thirty (30) days of testing. If Plaintiffs’ Expert determines a reasonable objection to the methodology of the said testing, Plaintiffs’

Expert shall work with Defendant's Expert, each in good faith, to determine the appropriate remedy for the objection, which may include re-testing.

20. **General Permit Compliance.** Defendants will comply with the sampling, reporting and recordkeeping requirements of the General Permit.

21. **Photographs.** The Implementation Report shall contain photographs which correspond to the General Permit's requirements, which may include:

- a. Industrial materials, residue or trash on the ground that could contaminate or be washed away in stormwater;
- b. Leaks or spills from industrial equipment, drums, barrels, tanks or similar containers;
- c. All outfall locations (particularly photographs of unauthorized non-stormwater discharges or authorized non-stormwater discharges that are not certified in accordance with Part III.A.7(f)(1));
- d. The location(s) of discharges of pollutants from the site;
- e. The location(s) of previously unidentified discharges of pollutants from the site;
- f. Off-site tracking of industrial materials or sediment where vehicles enter or exit the site;
- g. Evidence of pollutants entering or discharging from the drainage system;
- h. Areas found to be the source of pollutants observed during visual and analytical monitoring done during the year;
- i. Each BMP, including the location(s) of BMPs that need to be maintained;
- j. Location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
- k. Location(s) where additional BMPs are needed that did not exist at the time of inspection;
- l. Any required corrective actions implemented in accordance with Part V of the General Permit.  
and
- m. Any required corrective actions implemented in accordance with the General Permit.

22. **Provision of Documents to Plaintiffs.** During the Term of this Settlement Stipulation, Defendants and Plaintiffs shall provide each other with copies of any documents or correspondence related to discharges of pollution from the Properties to waterbodies or sewers of any kind or Clean Water Act compliance regarding the Facilities submitted to any governmental agency, including but not limited to the Agencies. Documents sent to a government agency shall be provided to the other Party within thirty (30) days after they are sent to the agency. This may include, but is not limited to, the following types of filed documents:

- a. Documents and correspondence related to SPDES/ NPDES permit coverage at the Facilities;
- b. Annual reports, including the Annual Certification Report required under the General Permit;
- c. Monitoring or sampling data;

- d. Revisions to the SWPPPs;
  - e. Data related to discharges of industrial wastewater or industrial stormwater to the sanitary sewer system, if any; and
  - f. Reports of spills or other incidents that may result in discharge of pollutants to a waterbody or sewer; and
  - g. Documents relating to inspections conducted by any governmental agency that relate to industrial wastewater or industrial stormwater.
  - h. Documents relating to inspections conducted by any governmental agency that relate to noise, odor, or other pollution concerns not addressed above.
  - i. Complaints or objections
23. **Inspections.** Defendants' Expert shall give one week's notice to and invite Plaintiffs' Expert to attend two site visits annually for the purpose of inspecting the Properties for compliance with the General Permit. Should Plaintiffs' Expert not be available to attend the inspection, Defendants' Expert shall provide Plaintiffs' Expert an opportunity to provide input on the scope of the planned inspection and complete, unredacted copies of any reports generated. At least one such inspection will occur within twelve months after the Effective Date.

## VI. COMMUNITY MEETINGS

24. Defendants shall send a representative, Michael Reali, to meet with Carroll Forbes ("Community Representative") two times per year during the term of the Settlement Stipulation, to discuss community concerns relating to the measures outlined in the Settlement Stipulation. Legal representatives and additional community members may attend the meetings. These meetings will occur upon the request of the Community Representative, with thirty (30) day written notice.

## VII. PAYMENTS

25. **Environmental Benefit Payment ("EBP").** Without any admission or representation as to the purpose of the payment, Defendants shall pay the sum of ten thousand dollars (\$10,000) to York College Foundation Environmental Health Science Program (the "EBP Recipient"), 94-20 Guy R. Brewer Blvd, Jamaica, New York 11451, for use on projects relating to the reduction, mitigation, and/or remediation of the effects of stormwater pollution or environmental restoration of, or other benefit to, the Jamaica Bay or New York Harbor watersheds. Defendants will tender payment to the EBP Recipient within thirty (30) days of the Effective Date.
26. **Fees, Costs, and Expenses.** Defendants shall pay a sum of fifty thousand dollars (\$50,000) as full and complete satisfaction of all of Plaintiffs' claims, including without limitation attorneys' fees and costs, investigative, and expert costs. The payment shall be sent to Plaintiffs within thirty (30) days of the Effective Date. The payment will be deposited in Super Law Group's IOLA Trust Account for the benefit of Plaintiffs.

27. **Compliance Oversight Fees and Costs.** To help defray the cost of the Plaintiffs' Expert incurred during the term of the Settlement Stipulation, Defendants agree to contribute to said cost of the Plaintiff Expert in an amount up to ten thousand dollars (\$10,000).

### **VIII. EFFECT OF DECREE**

28. **Plaintiffs' Release of Liability.** Upon Court approval and entry of this Settlement Stipulation, Plaintiffs covenant not to sue and release the defendants listed in the Complaint, original and as amended, (including their representatives, assigns, agents, employees, officers, attorneys and consultants) from any and all claims, causes of action, or liability related to the claims that were or could have been raised in the Complaint, or in a related New York State Court action, including without limitation, those related to (a) odor, dust, noise, private nuisance, or nuisance *per se*, (c) relating to or resulting from noncompliance with the Clean Water Act, and (d) any other claims relating to or resulting from allegations set forth in the notice letter. This Paragraph does not constitute a waiver or release of any claims relating to the enforcement of this Settlement Stipulation.
29. **Reservation.** Plaintiffs do not waive their right to bring a future action for injunctive or declaratory relief, penalties, and attorneys' fees and costs based on private nuisance, nuisance *per se*, or stormwater discharges that occur after the Term of this Settlement Stipulation.
30. **Defendants' Releases of Liability.** Defendants release and discharge Plaintiffs and their representatives, assigns, agents, employees, officers, attorneys and consultants, including those who have held positions in the past, from any and all claims, liability, demands, penalties, costs, and causes of action arising out of this action.
31. **Compliance with Law.** Plaintiffs do not by consent to the Settlement Stipulation warrant or aver in any manner that Defendants' compliance with this Settlement Stipulation shall constitute or result in compliance with federal or state law or regulation. Nothing in this Settlement Stipulation shall be construed to affect or limit in any way the obligations of the Parties hereto to comply with all federal, state, and local laws and regulations governing any activity required by this Settlement Stipulation.
32. **Impossibility of Performance.** Where implementation of the actions set forth in this Settlement Stipulation within the agreed deadlines becomes impossible, despite the timely good faith efforts of the Parties, the Party who is unable to comply shall notify the others in writing within thirty (30) days of the date that the failure becomes apparent and shall describe the reason for the non-performance. The Parties agree to meet and confer in good faith concerning the non-performance and, where the Parties concur that performance was or is impossible, despite the timely good faith efforts of one of the Parties, new performance deadlines shall be established. If the Parties cannot timely agree upon the terms of such a stipulation, either shall have the right to seek intervention of the Court.

**IX. FEDERAL REVIEW OF DECREE**

33. **Review by United States.** The Parties recognize that, pursuant to 33 U.S.C. § 1365(c)(3), this Settlement Stipulation cannot be entered until forty-five (45) days after the receipt of a copy of the proposed Settlement Stipulation by the Attorney General of the United States and the Administrator of the EPA. Therefore, upon signing of this Settlement Stipulation by the Parties, Plaintiffs shall serve copies of this Settlement Stipulation upon the EPA Administrator, the Regional EPA Administrator, and the Attorney General for review, as required by 40 C.F.R. § 135.5. If for any reason the United States should decline to approve this Settlement Stipulation in the form presented, the Parties agree to continue negotiations in good faith to cure any objection to entry of this Settlement Stipulation raised by the United States.
34. **Entry of Order.** Upon the expiration of the forty-five-day review period provided by 33 U.S.C. § 1365(c)(3), the Parties shall move the Court for entry of this Settlement Stipulation. This Settlement Stipulation shall take effect on the date it is entered by this Court and shall terminate five (5) years from when it is entered by the Court. If for any reason the Court should decline to approve this Settlement Stipulation in the form presented, the Parties agree to continue negotiations in good faith in an attempt to cure any objection raised by the Court to entry of this Settlement Stipulation.

**X. MODIFICATION AND ENFORCEMENT OF DECREE**

35. **Modification in Writing.** This Settlement Stipulation may be modified only upon written consent of the Parties and the approval of the Court.
36. **Continuing Jurisdiction of the Court.** The United States District Court for the Eastern District of New York shall retain and shall have jurisdiction over the Parties to this Settlement Stipulation for the resolution of any disputes that may arise under this Settlement Stipulation. This Court shall also allow this action to be reopened for the purpose of enabling the Parties to this Settlement Stipulation to apply to the Court for any further order that may be necessary to construe, carry out, enforce compliance and/or resolve any dispute regarding the terms or conditions of this Settlement Stipulation.

**XI. MISCELLANEOUS PROVISIONS**

37. **Entire Agreement.** This Settlement Stipulation constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements, and understandings, whether oral or written, among the Parties.
38. **Control.** M&P shall not object to an enforcement action hereunder against the Properties by asserting the absence of control over the Properties.
39. **Notices.** Any notice, demand, copies of documents, or other communications required to be made under the provisions of this Settlement Stipulation (collectively, “Notices”) by

any Party hereto shall be effective only if in writing in the manner set forth below. Notices shall be directed to the Parties at their respective addresses set forth below. Notices shall be valid and be deemed given: (a) if delivered by courier with signed receipt, when actually received or refused by the addressee; (b) if mailed by certified mail upon receipt on the expiration of five (5) business days after the date of mailing, whichever first occurs. Each Party shall promptly notify the other Party of any change in this contact information, including but not limited to a change in representation.

Notices for Plaintiffs shall be sent to:

Edan Rotenberg  
edan@superlawgroup.com  
Julia Muench  
julia@superlawgroup.com  
Super Law Group, LLC  
180 Maiden Lane, Suite 603  
New York, NY 10038

Sonya Chung  
[sochung@nylpi.org](mailto:sochung@nylpi.org)  
McGregor Smyth  
[Msmyth@nylpi.org](mailto:Msmyth@nylpi.org)  
New York Lawyers for the Public  
Interest  
151 West 30<sup>th</sup> Street, 11<sup>th</sup> Floor  
New York, NY 10001

Notices sent to the individuals listed above at the address listed above shall be deemed as notice to Plaintiff.

Notice for Defendants shall be sent to:

Peter Sullivan  
Sullivan P.C.  
7 East 20<sup>th</sup> Street  
New York, NY 10003

Jonathan A. Murphy, Esq.  
Bleakley Platt & Schmidt, LLP  
One North Lexington Avenue  
White Plains, NY 10601

M&P Reali Enterprises, Inc.,  
170-21 Douglas Avenue  
Jamaica, Queens, 11433

Royal Brothers Jamaica Realty, LLC  
170-21 Douglas Avenue  
Jamaica, Queens, 11433

40. **Authorization.** Each person signing this Settlement Stipulation represents and warrants that s/he has been duly authorized to enter into this Settlement Stipulation by the Party on whose behalf it is indicated that the person is signing.
41. **Successors and Assigns.** This Settlement Stipulation shall be binding upon and inure to the benefit of the Parties and their respective representatives, heirs, executors, administrators, successors, officers, directors, agents, attorneys, employees and permitted assigns.
42. **Interpretation.** The provisions contained herein shall not be construed in favor of or against any Party because that party or its counsel drafted this Settlement Stipulation but shall be construed as if all Parties prepared this Settlement Stipulation, and any rules of construction to the contrary are hereby specifically waived. The terms of this Settlement Stipulation were negotiated at arm's length by the Parties hereto. The language in all parts of this Settlement Stipulation shall be construed according to its plain and ordinary

parts of this Settlement Stipulation shall be construed according to its plain and ordinary meaning, except as to those terms defined by law, in the General Permit, Clean Water Act or specifically herein.

43. **Headings.** The section and paragraph headings contained in this Settlement Stipulation are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Stipulation.
44. **Counterparts.** This Settlement Stipulation may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Settlement Stipulation. Telecopied, scanned (.pdf), and/or facsimiled copies of original signature shall be deemed to be originally executed counterparts of this Settlement Stipulation. Copies of the original Settlement Stipulation, whether transmitted by facsimile or other means, shall be effective.
45. **Severability.** In the event that any of the provisions of this Settlement Stipulation are held by a court to be unenforceable; the validity of the enforceable provisions shall not be adversely affected.

## XII. EXHIBITS

46. The following exhibits are attached to this Settlement Stipulation and made a part hereof:
- a. Exhibit A: Structural Pollution Controls
  - b. Exhibit B: Stormwater Pollution Prevention Plans
  - c. Exhibit C: Stormwater Management Plans

Dated: 11/28/22

M&P Reali Enterprises. Inc.;

  
By: Michael Reali  
Title: v.p.

Dated: 11/28/22

Royal Brothers Jamaica Realty LLC

  
By: Michael Reali  
Title: v.p.

Dated: 22 November 2022

Raritan Baykeeper, Inc.



By: Michele Langa  
Title: Staff Attorney

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

Riverkeeper, Inc.

By: Michael Dulong  
Title:

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

Caroll Forbes

By: Caroll Forbes

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

Crystal Ervin

By: Crystal Ervin

ENTERED and DATED this \_\_ day of \_\_, 2022

\_\_\_\_\_  
Honorable Brian M. Cogan  
United States District Judge

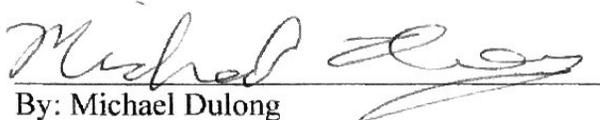
Dated: \_\_\_\_\_

Raritan Baykeeper, Inc.

\_\_\_\_\_  
By: Michele Langa  
Title:

Dated: 11/22/2022

Riverkeeper, Inc.

  
\_\_\_\_\_  
By: Michael Dulong  
Title: *Senior Attorney*

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

Carroll Forbes

\_\_\_\_\_  
By: Carroll Forbes

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

Crystal Ervin

\_\_\_\_\_  
By: Crystal Ervin

ENTERED and DATED this \_\_day of \_\_, 2022

\_\_\_\_\_  
Honorable Brian M. Cogan  
United States District Judge

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

Raritan Baykeeper, Inc.

\_\_\_\_\_  
By: Michele Langa  
Title:

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

Riverkeeper, Inc.

\_\_\_\_\_  
By: Michael Dulong  
Title:

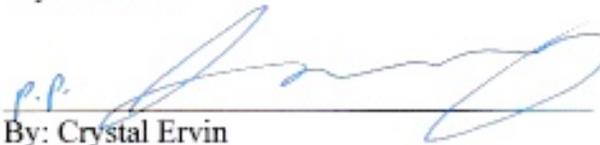
Dated: 11/22/2022

Carroll Forbes

*p.s.*  
  
\_\_\_\_\_  
By: Carroll Forbes

Dated: 11/22/2022

Crystal Ervin

*p.s.*  
  
\_\_\_\_\_  
By: Crystal Ervin

ENTERED and DATED this \_\_\_ day of \_\_, 2022

\_\_\_\_\_  
Honorable Brian M. Cogan  
United States District Judge

**EXHIBIT A:**  
**STRUCTURAL POLLUTION CONTROL**

1. **Upgraded Ventilation Systems in the PSW/MSW Building.** M&P will modify the PSW/MSW building ventilation system to achieve six (6) air changes per hour. M&P may utilize the following measures in furtherance of that objective:
  - a. install new filters on the exhaust fans in the PSW/MSW building fans, including metal mesh surrounding carbon impregnated filters.
  
2. **Improve Enclosure and Dust Suppression System for Construction and Demolition (C&D) Waste Building.**
  - a. M&P shall install clear plastic sheeting (“curtain wall”) at least two feet down as detailed in the Work Plan.
  - b. M&P shall install a new automated misting system at the edge of the building opening and along Douglas Avenue.
  - c. M&P will install a filter for dust control on the fan on the roof of the C&D building. The filter and fan shall be sufficient to maintain the adequate level of opacity on days when the misting cannot operate.
  - d. Defendants’ Expert and Plaintiffs’ Expert shall mutually agree upon the level of opacity that should not be exceeded.
  - e. M&P shall maintain a schedule for maintenance of the dust suppression system, including but not limited to regular cleaning of the misting system, timely repair of the misting system, and filter replacements as recommended by the manufacturer.
  
3. **Automatic Sliding Door for PSW/MSW Building Truck Entrance.** M&P shall install an automatic horizontally sliding door for the PSW/MSW building to close the 50-foot opening on Douglas Avenue.
  - a. The door shall be operated such that it remains closed when not in use.
  - b. M&P shall provide Plaintiffs with the specifications of the door concerning automatic closing.
  
4. **Environmentally Friendly Odor Neutralizing Agents.** M&P shall utilize an environmentally friendly odor neutralizing agent.