

**MEMORANDUM OF UNDERSTANDING  
AMONG PARTIES TO  
DEP'S BROWNFIELD DEVELOPMENT AREA ("BDA") PROGRAM**

WHEREAS, the Parties (the "Parties") to this Memorandum of Understanding ("MOU") are the New Jersey Department Of Environmental Protection ("DEP"), Asbury Park Springfield Avenue Brownfield Development Area Steering Committee (the "Steering Committee"), and City of Asbury Park ("Municipality");

AND WHEREAS, the Parties attest that they have the authority to be bound by this MOU, and all Parties agree not to contest their entry into the MOU, nor the terms and conditions of this MOU;

AND WHEREAS, the New Jersey Legislature has found that brownfields can pose health risks to our residents, threaten our environment, and can also blemish neighborhoods, and has therefore called for a timely and efficient regulatory response N.J.S.A. 58:10B-1.2.;

AND WHEREAS, DEP hereby enters into this MOU in partnership with the Steering Committee and the Municipality pursuant to DEP's authority to formulate comprehensive policies to promote environmental protection and redevelopment in Brownfield Development Areas (BDAs) under N.J.S.A. 13:1D-1 et seq. and N.J.S.A. 58:10B-24;

AND WHEREAS addressing the issue of under-utilization of brownfield neighborhoods is critical to meaningful revitalization, by focusing on expedited restoration of entire communities - not simply scattered, individual properties - a plan for the revitalization of the BDA designated by this MOU can emerge as the model for smart growth through regional rebirth.

AND WHEREAS, the BDA designation provides a framework and resources to empower affected communities to address brownfields where additional assistance may be needed, although,

designation as a BDA will not affect or limit in any way utilization or application of New Jersey's other brownfield or remediation programs on properties within a BDA and, in addition, designation as a BDA does not create or impose any additional regulatory or approval requirements on properties within the BDA;

AND WHEREAS, the Steering Committee (comprised of the participating stakeholders identified in Attachment 1), DEP and the Municipality have agreed on the specific brownfield sites within the Asbury Park Springfield Avenue (the "BDA"), that are further identified in Attachment 2 hereto, and DEP has accepted such Steering Committee and brownfield sites within the designation of the BDA;

NOW THEREFORE, intending to be legally bound, the Parties agree as follows:

#### **I. DEP GOALS AND COMMITMENTS**

By entering into this MOU, DEP agrees to:

1. Assign one Office of Brownfield Reuse Case Manager with overall responsibility for coordinating the oversight of all brownfield properties within the BDA. The Case Manager will be available to assist in guiding the Steering Committee throughout the BDA process.
2. As promptly as possible, hold an Initial Meeting with the Steering Committee. At the Initial Meeting, among other things, identify sites in Attachment 2 for which remediation activities pursuant to N.J.A.C. 7:26E will be required and the resources available to complete these activities.

3. Conduct a review of all technical documents required to complete the remediation using streamlined approaches to achieve approvals, including timely face-to-face meetings, email, field visits and conference calls to achieve the desired result of obtaining approved plans and reports.
4. Work in concert with the Steering Committee and the Municipality in a manner that strives to achieve compliance and avoid violations of the DEP's remediation requirements.
5. Approach the BDA remediation and reuse as a partnership with the Steering Committee and the Municipality.
6. Act as the focal point for all inquiries by the Steering Committee and the Municipality as it relates to the remediation of the brownfield sites identified in Attachment 2.
7. Facilitate meetings with other programs within DEP, and other state and federal governmental entities.
8. Annually consider any modifications to the BDA made by the Steering Committee.

## **II. STEERING COMMITTEE COMMITMENTS**

By entering into this MOU, the Steering Committee agrees to:

9. Diligently pursue community goals for the BDA, as expressed in the BDA Application, and keep DEP informed if such goals change from time to time.

10. Encourage remediating parties and developers working within the BDA to submit legible, cogent and complete reports, applications and other documents to DEP that comply with all state laws, regulations, policies and guidance.
11. Require contracted professionals, including environmental consultants and attorneys, to perform in a fiscally responsible manner.
12. Be reasonably available for discussions or meetings with DEP, when necessary.
13. Encourage property owners to provide reasonable site access to DEP for remediation oversight purposes.
14. Conduct quarterly Steering Committee meetings, at a minimum, that accommodate the schedules of those on the Steering Committee.
15. Submit semi-annual Progress Reports to DEP for the time period April 1 to September 30 and for the time period October 1 to March 31. These reports are due 30 days after the last day of the reporting period outlined herein. These progress reports should describe the advancement in the remediation and the redevelopment of each of the sites in BDA identified in Attachment 2.
16. Submit semi-annual Remediation Phases Completed/Planned Table for the time period April 1 to September 30 and for the time period October 1 to March 31 on the phases completed in 6 month period and the phases planned to be initiated in the subsequent 6 months. Information must be submitted using the table format in Attachment 3 and is due 30 days after the last day of the reporting period outlined herein.

17. Submit requests to DEP regarding changes to the BDA Steering Committee members identified in Attachment 1, or the list of brownfield sites in Attachment 2, between January 1 and February 28 for consideration in accordance with the DEP's guidance found at [www.state.nj.us/dep/srp/brownfields](http://www.state.nj.us/dep/srp/brownfields).

### III. MUNICIPALITY COMMITMENTS

By entering into this MOU, the Municipality agrees to:

18. Provide copies, upon request, of Ordinances, Resolutions, Redevelopment Agreements or other pertinent documents to DEP regarding the BDA.
19. Notify DEP of any changes in site ownership or lot and block designations.
20. Notify DEP of changes in approved redevelopment plan, such as invalidation or properties included or excluded.
21. Notify DEP of the designation or the dismissal of a designated redeveloper for any property within the BDA.
22. Integrate municipal decisions regarding zoning, infrastructure, and planning, to the extent lawful and appropriate, with schedules and plans to remediate and reuse sites within the BDA.
23. Communicate and coordinate local visions and ideas for redevelopment among the Steering Committee, DEP, the municipality, the community and other affected or interested parties.
24. Routinely consider passage of any additional Ordinances or Resolutions that may further the goals of the BDA remediation and reuse.

25. Notification to DEP required in paragraphs 19 through 21 shall be included in the semi-annual Progress Report required pursuant to this MOU.

#### **IV. ADDITIONAL COVENANTS BY THE PARTIES AND GENERAL CONDITIONS**

26. Each Party agrees to employ its best efforts to function as a true partner in the BDA process by, among other things, communicating with and educating each other, and the community, concerning technical, financial and policy issues that are central to the successful BDA, making themselves available at reasonable times for meetings, conference calls and other appointments; and adhering to adopted schedules and timetables.
27. All Parties commit to working together in partnership to resolve issues and disputes in a cost-effective and efficient manner.
28. Although the Parties will work closely in the BDA process toward their common remediation, reuse and revitalization goals under this MOU, no Party is agreeing, by entry into this MOU, to function as an agent or insurer for any other Party, and no Party is agreeing under the MOU to indemnify any other Party.
29. No covenant by any Party to this MOU is intended to waive any rights, obligations, or defenses that any Party may already possess pursuant to law.
30. Individuals may not be added or deleted from the designated Steering Committee, identified in Attachment 1 hereto, without the written consent of all Parties.
31. Properties may not be added to or deleted from the designated BDA, as identified in Attachment 2 hereto, without the written consent of all parties.

**V. MOU Duration and Termination**

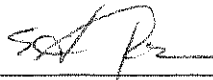
32. This MOU may be terminated at any time for any reason by any Party through written notice to all other Parties.
33. Unless previously terminated pursuant to Paragraph 32 above, this MOU will be in effect until March 31, 2011. It is the DEP's intention to extend this MOU for subsequent terms of one (1) year each thereafter, upon a finding by DEP of sufficient progress toward the goals of remediation and reuse of the BDA and upon written agreement of all Parties.
34. If this MOU is terminated, such termination will have no effect on the continuing viability of any other documents or agreements, including, but not limited to, any existing DEP oversight documents for any property within the BDA, or any other documents relating to the BDA, the properties within the BDA or persons or entities associated with the BDA.
35. Each undersigned representative of the DEP, the Steering Committee, and the Municipality hereby, certifies that he or she is authorized to enter into this MOU and to bind the parties to the terms of the MOU. The parties, intending to be legally bound, do hereby execute this MOU and commit to its principles and its responsibilities.

36. This MOU shall become effective on the date the last signatory is placed on this MOU.

**VI. SIGNATORIES**

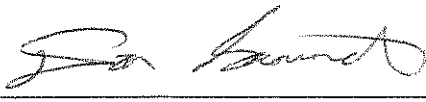
**CITY OF ASBURY PARK**

Date: 3/26/10

By:   
Name: ED JOHNSON  
Title: Mayor

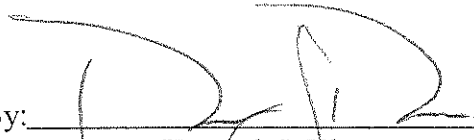
**SPRINGWOOD AVENUE  
BROWNFIELD DEVELOPMENT AREA  
STEERING COMMITTEE**

Date: 3/26/10

By:   
Name: DON SAMMET  
Title: Steering Committee Chair

**NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

Date: Mar 29, 2010

By:   
Name: Kenneth J. Kloo  
Title: Assistant Director  
Brownfield Remediation & Reuse Element



**ATTACHMENT I**

**BDA STEERING COMMITTEE**

STEERING COMMITTEE**	AFFILIATION	EMAIL	PHONE
Michael Brim	Public - Board of Directors – Asbury Park UEZ	<a href="mailto:mwbni@verizon.net">mwbni@verizon.net</a>	732-996-8160
Eric Cohen	Private - EAC Architecture	<a href="mailto:eacarchitecture@aol.com">eacarchitecture@aol.com</a>	732-233-8128
Debbie Kende	Advisory Committee		732-988-9315
Stuart Koperweis	Advisory Committee	<a href="mailto:stuart@s3xllc.com">stuart@s3xllc.com</a>	201-245-4344
Debra Marmora	Private - Interfaith Neighbors, Inc. – Director	<a href="mailto:joem@interfaithneighbors.org">joem@interfaithneighbors.org</a>	732-775-0525
Paul McEvily	Private - Interfaith Neighbors, Inc – Associate Director	<a href="mailto:paulm@interfaithneighbors.org">paulm@interfaithneighbors.org</a>	732-775-0525
Erin McGriff	Public - Planning Board		732-988-0567
Avid Parreott	Public – Planning Board and Property Owner	<a href="mailto:parreottjr@yahoo.com">parreottjr@yahoo.com</a>	732-774-1607
Rina Scordo	Advisory Committee	<a href="mailto:tsscordo@juno.com">tsscordo@juno.com</a>	732-682-1321
Jeneva Smallwood	Public – Board of Education	<a href="mailto:evangelistg@myway.com">evangelistg@myway.com</a>	732-500-2843
Marion Stephens	Public – STARS Community Development Corporation	<a href="mailto:Steve.stephens2@verizon.net">Steve.stephens2@verizon.net</a>	732-620-7212
Carl Young	Resident and Advisory Committee	<a href="mailto:ebigeyoung@netscape.com">ebigeyoung@netscape.com</a>	732-233-8987
David Johnson	Public – Mayor and Chair of Steering Committee	<a href="mailto:councilmanjohnson@verizon.net">councilmanjohnson@verizon.net</a>	732-233-8987
Terence Reidy	Public – City Manager	<a href="mailto:Terence.reidy@cityofasburypark.com">Terence.reidy@cityofasburypark.com</a>	732-502-5753
Donald Sammet	Public – Director of Planning and Redevelopment	<a href="mailto:Donald.sammet@cityofasburypark.com">Donald.sammet@cityofasburypark.com</a>	732-502-5711
Hazel Samuels	Public – Director of Community Development	<a href="mailto:hazelsamuels@yahoo.com">hazelsamuels@yahoo.com</a>	732-502-4579

ate Steering Committee Chair\*\*

**ATTACHMENT 2**

**LIST OF BROWNFIELD SITES IN BDA**

NAME OF SITE	STREET ADDRESS	BLOCK, LOT	OWNER	PI No.	ACREAGE
1. 1500 Springwood Avenue	1500 Springwood Avenue	Block 94, Lot 11	Ismael, Naser	N/A	0.07
2. 61-63 Ridge Avenue	61-63 Ridge Avenue	Block 94, Lots 9 and 10	City of Asbury Park	285480	0.07
3. 1220-1224 Springwood Avenue	1220-1224 Springwood Avenue	Block 98, Lot 1	Yi, Chang Hwan	N/A	0.17
4. 1206 Springwood Avenue	1206 Springwood Avenue	Block 100, Lot 3	Smith, Josephine (et als)	N/A	0.07
5. 1208-1210 Springwood Avenue	1208-1210 Springwood Avenue	Block 100, Lots 1 and 2	Estate of Shertzer & Homestead Dining (Lot 1) Ruddy, Michelle (Lot 2)	N/A	0.21
6. 1406-1422 Springwood Avenue	1406-1422 Springwood Avenue	Block 96, Lot 1	Mercy Center Corporation	N/A	0.86
7. 43 Dewitt Avenue 1400 Springwood Avenue	43 Dewitt Avenue 1400 Springwood Avenue	Block 96, Lots 39 and 40	Roers, Dorothy (Lot 39) City of Asbury Park (Lot 40)	493942	0.10
8. 1004 Springwood Avenue	1004 Springwood Avenue	Block 104, Lot 7	Asbury Park Housing Authority	493936	0.13
9. 1320-1322 Springwood Avenue	1320-1322 Springwood Avenue	Block 97, Lots 1 and 49	City of Asbury Park (Lot 1) Springwood Lake LLC (Lot 49)	493940	0.12
10. 101-103 Lake Court	101-103 Lake Court	Block 84.03, Lots 1 and 2	City of Asbury Park	493955	0.15
11. 1012 Springwood Avenue	1012 Springwood Avenue	Block 104, Lot 3	Asbury Park Housing Authority	493938	0.05
12. 1201-1207 Springwood Avenue	1201-1207 Springwood Avenue	Block 85, Lots 33, 34, and 35	City of Asbury Park	492784	0.51