

**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"), Chrome Waterfront Steering Committee (the "Steering Committee"), and the Borough of Carteret ("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 Chrome Waterfont (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 specified 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 documenting the remediation phases completed during the preceding 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 specified 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 DEP consideration in accordance with the 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 to an approved redevelopment plan, such as plan invalidation, or the addition or elimination of properties from the plan.
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 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, 20[ ]. 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**


**BOROUGH OF CARTERET**

Date: 3/30/10

By:   
Name: Daniel J. Reiman  
Title: Mayor

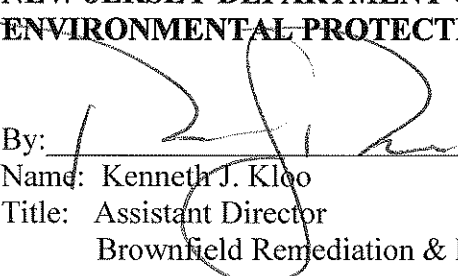
**CHROME WATERFRONT BDA STEERING COMMITTEE**

Date: 3/30/10

By:   
Name: Robert Bergen  
Title: Steering Committee Chair

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Date: April 6, 2010

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



ATTACHMENT 1

BDA STEERING COMMITTEE

STEERING COMMITTEE**	AFFILIATION	EMAIL	PHONE
1. Daniel Reiman, Mayor	Mayor of Carteret 61 Cooke Ave Carteret, NJ	<a href="mailto:mayor@carteret.net">mayor@carteret.net</a>	732-541-3936
2. John DuPont,	Director of Municipal Engineering 61 Cooke Ave Carteret, NJ	<a href="mailto:dupontj@carteret.net">dupontj@carteret.net</a>	732-541-3936
3. Kathy Shaw	Director of Economic & Community Development/UEZ 61 Cooke Ave Carteret, NJ	<a href="mailto:shawk@carteret.net">shawk@carteret.net</a>	732-541-3835
4. Dennis Cherepski	School Board President 199 Washington Ave Carteret, NJ	n/a	732-541-3835
5. Joseph A. Cioffi	President Cargo Logistics 200 Middlesex Ave Carteret, NJ	n/a	
6. John Vidumsky/Project Director	Dupont Corp Remediation Group Barley Mill Plaza 19-2164 4417 Lancaster Pike Wilmington, DE 19805	<a href="mailto:John.E.Vidumsky@USA.dupont.com">John.E.Vidumsky@USA.dupont.com</a>	302-892-1378
7. Frank Tomczuk	Citizen Member 107 Longfellow St Carteret, NJ 07008	n/a	732-541-6924

ATTACHMENT 1

BDA STEERING COMMITTEE

8. Mary Masterson, Environmental Advocate	45 Emerson Street Carteret, NJ 07008	n/a	732-541-6074
9. Joanne Kisselman	Local Disabled Advocate 93 Ash Street Carteret, NJ 07008	n/a	732-969-2093
10. Alan Schall	Atlantic Realty Development Corp. 90 Woodbridge Center Drive Woodbridge, NJ 07096	n/a	732-750-1111
11. Lawrence Kramer	VP & General Counsel Port Carteret 300 Middlesex Ave, Suite D Carteret, NJ 07008	n/a	732-541-4141
12. Lawra J. Dodge President	Excel Environmental Resources, Inc. 111 North Center Drive North Brunswick, NJ 08902	<a href="mailto:ldodge@excelenv.com">ldodge@excelenv.com</a>	732-545-9525
13. Anthony J. Neibert Construction Official	Borough of Carteret 61 Cooke Ave Carteret, NJ	<a href="mailto:neibertt@carteret.net">neibertt@carteret.net</a>	732-541-3811
14. Father Tara Chubenko	Saint Demetrious Church 691 Roosevelt Ave Carteret, NJ 07008	n/a	732-541-1530

ATTACHMENT 1

BDA STEERING COMMITTEE

15. Hank D'Orsi	Local Port Authority Member 329 Carteret Ave Carteret, NJ 07008	n/a	908-510-7186
Pat Musi Chairman	Carteret Business Partnership 377 Roosevelt Ave Carteret, NJ 07008	n/a	732-541-1919
Andrew Janiw	Beacon Planning & Consulting Services Colts Towns Plaza, Suite 207 41 State Highway 34 South Colts Neck, NJ 07722	<a href="mailto:ajaniw@beaconplanning.net">ajaniw@beaconplanning.net</a>	732-845-8103

Indicate Steering Committee Chair\*\*

ATTACHMENT 2  
LIST OF BROWNFIELD SITES IN BDA

NAME OF SITE	STREET ADDRESS	BLOCK, LOT	ACREAGE
1. Former Carteret Wastewater Treatment Plant	339 Roosevelt Avenue	Block 6.1, Lot 1	3.28
2. Former American Agricultural Chemical Co. (Agrico)	Roosevelt Avenue	Block 5.2, Lot 1.1	36.36
3. JNC Materials, LLC.	350 Roosevelt Avenue	Block 5.2, Lot 1.2	5.61
4. Carteret Waterfront Dev. (Veteran's Pier, Carteret Waterfront Park, and Boat Launch)	Middlesex Avenue	Block 4, Lot 3 and Lot 4	20.97