

**MEMORANDUM OF UNDERSTANDING
AMONG PARTIES TO
THE 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”), the _____ Brownfield Development Area Steering Committee (the “Steering Committee”), and _____ (“Applicant”);

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 be a blight to 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 Applicant 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 Applicant have agreed on the specific brownfield sites within the _____ Brownfield Development Area (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 Office of Brownfield & Community Revitalization staff with overall responsibility for providing advice on how to advance remediation of all brownfield properties within the BDA. This individual will be available to assist in guiding the Steering Committee throughout the BDA process.
2. As promptly as possible, hold an Initial Kickoff Meeting with the Steering Committee. At the Kickoff 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 available background information required to recommend a streamlined remediation strategy that incorporates redevelopment goals.
4. Work in concert with the Steering Committee and the Applicant in a manner that strives to achieve compliance and avoid violations of the DEP's remediation requirements.
5. Approach the BDA investigation, remediation, and reuse as a partnership with the Steering Committee and the Applicant.
6. Act as the liaison for all inquiries by the Steering Committee and the Applicant as it relates to the investigation and remediation of the brownfield sites identified in Attachment 2.
7. Facilitate meetings with other programs within DEP, and other state and federal governmental entities, as necessary.
8. Consider any modifications to the BDA made by the Steering Committee, as necessary.

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.
10. Encourage remediating parties and developers working within the BDA to complete site remediation activities that comply with all state laws, regulations, policies, and guidance.

11. Require contracted professionals, including Licensed Site Remediation Professionals and attorneys, to perform in a fiscally responsible manner.
12. Be reasonably available for discussions or meetings with the DEP, when necessary.
13. Encourage property owners to provide reasonable site access to Steering Committee members to advance BDA goals.
14. Conduct regular Steering Committee meetings that accommodate the schedules of those on the Steering Committee.
15. Submit annual progress reports to DEP on the anniversary date of this MOU. These progress reports should describe the advancement in the investigation, remediation, and the redevelopment of each of the sites in BDA identified in Attachment 2. Along with the progress report, submit the following information as necessary, or at a minimum on the anniversary date of the MOU execution:
the 1-2-page short-term BDA Strategic Plan with the latest challenges, actions and short-term (one to two years) priorities of the BDA Sites; updated Baseline Property Datasheets; updates to the Steering Committee members, Chair(s) and, Coordinator(s); any new or revised planning documents for the neighborhood that includes the BDA; and, the Steering Committee meeting minutes and upcoming Steering Committee meeting times and locations.
16. Submit annual Remediation Phases Completed/Planned Table on the anniversary date of this MOU. Information must be submitted using the table format in Attachment 3.

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.

III. APPLICANT COMMITMENTS

By entering into this MOU, the Municipality agrees to:

18. Provide copies, upon request, of Municipal 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. Notify DEP of the retention or dismissal of a Licensed Site Remediation Professional for any property under municipal control within the BDA.
23. Integrate municipal decisions regarding zoning, infrastructure, and planning, to the extent lawful and appropriate, with schedules and plans to investigate, remediate, and reuse sites within the BDA.
24. Communicate and coordinate local visions and ideas for redevelopment among the Steering Committee, DEP, the applicant, the community, and other affected or interested parties.

25. Routinely consider passage of any additional Municipal Ordinances or Resolutions that may further the goals of the BDA investigation, remediation, and reuse.
26. Notification to DEP required in paragraphs 19 through 21 shall be included in the annual Progress Report required pursuant to this MOU.

IV. ADDITIONAL COVENANTS BY THE PARTIES AND GENERAL CONDITIONS

27. 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.
28. All Parties commit to working together in partnership to resolve issues and disputes in a cost-effective and efficient manner.
29. Although the Parties will work closely in the BDA process toward their common investigation, remediation, and reuse 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.
30. 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.
31. Individuals may not be added or deleted from the designated Steering Committee, identified in Attachment 1 hereto, without the written consent of all Parties.

32. 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

33. This MOU may be terminated by DEP, among other reasons, upon a finding of insufficient progress toward the goals of investigation, remediation, and reuse of the BDA. Such finding or other reason for termination shall be provided through written notice to all other Parties.

34. This MOU may be terminated by the Steering Committee and/or the Applicant at any time for any reason through written notice to all other Parties.

35. Unless terminated pursuant to Paragraph 33 or 34 above, this MOU will remain in effect.

36. If this MOU is terminated, such termination will have no effect on the continuing viability of any other documents or agreements, 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.

37. Each undersigned representative of the DEP, the Steering Committee, and the Applicant 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.

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

ATTACHMENT 1

BDA STEERING COMMITTEE

Indicate Steering Committee Chair**

	NAME**	AFFILIATION	EMAIL	PHONE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

ATTACHMENT 2

LIST OF BROWNFIELD SITES IN BDA

	NAME OF SITE	STREET ADDRESS	BLOCK, LOT	ACREAGE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

ATTACHMENT 3

REMEDIAATION TASKS COMPLETED/PLANNED

Reporting Period (anniversary date of the MOU)

NAME OF SITE	ACREAGE	PA DATE COMPLETED	SI DATE COMPLETE	RIWP DATE COMPLETE	RIR DATE COMPLETE	RAWP DATE COMPLETE	RAR DATE COMPLETE	RAO DATE COMPLETE	RAO INCLUDES INSTITUTIONAL CONTROLS(Y/N)
1.									
2.									
3.									
4.									
5.									
NAME OF SITE	ACREAGE	PA DATE PLANNED	SI DATE PLANNED	RIWP DATE PLANNED	RIR DATE PLANNED	RAWP DATE PLANNED	RAR DATE PLANNED	RAO DATE PLANNED	RAO INCLUDES INSTITUTIONAL CONTROLS (Y/N)
1.									
2.									
3.									
4.									
5.									