

**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"), Woodbridge Brownfield Development Area Steering Committee (the "Steering Committee"), and the Township of Woodbridge ("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 Woodbridge 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 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.

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

TOWNSHIP OF WOODBRIDGE

Date: 3/10/10

By: 
Name: John E. McCormac
Title: Mayor

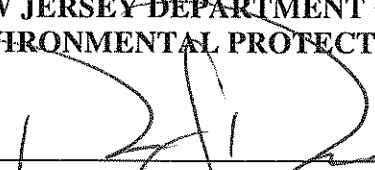
**WOODBIDGE BDA
STEERING COMMITTEE**

Date: 3/10/10

By: 
Name: Caroline Ehrlich
Title: Steering Committee Chair

**NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Date: Mar 17, 2010

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

**ATTACHMENT 1
BDA STEERING COMMITTEE**

STEERING COMMITTEE	AFFILIATION	EMAIL	PHONE
1. Caroline Ehrlich/Executive Director of Redevelopment**	Township of Woodbridge 1 Main Street Woodbridge, NJ 07095	Caroline.Ehrlich@twp_woodbridge.nj.us	732-634-4500
2. Valerie Montecalvo/President	Bayshore Recycling, Inc. 75 Crows Mill Rd Keasbey, NJ 08832	vmontecalvo@bayshorerecycling.com	732-738-6000
3. Gene Meyer, P.E./ R.E.M. Man. East Region – Env. Rem.	El Paso Corporation 1001 Louisiana Street Houston, TX 77002	gene.meyer@elpaso.com	713-420-6464
4. Bob Spiegel/ Executive Director	Edison Wetlands Assoc. 206 Tyler Road Edison, NJ 08820	rspiegel@edisonwetlands.org	732-287-5111
5. Brian Johnson	El Paso Corporation 1001 Louisiana Street Houston, TX 77002	brian.johnson@elpaso.com	713-420-3425
6. Mark Proudman	Columbia Savings Bank 604 Amboy Avenue Woodbridge, NJ 07095	mproudman@columbiabankonline.com	732-855-1035

7. Peter Visceglia	Federal Business Centers 300 Raritan Center Parkway Edison, NJ 08818	pvisceglia@federalbusinesscenters.net	732-225-2200
8. Jack Gentempo	Gentempo Property 51 Ferry Road Stockton, NJ 08559	jmgst@msn.com	908-334-8315
9. Mark Laska, Ph. D/President	Great Ecology & Environments, Inc. 2231 Broadway, Suite 4 New York, NY 10024	mlaska@geeinc.net	212-579-6800
10. Richard A. Dalina/Council President	Township of Woodbridge 16 Grace Street Fords, NJ 08863	rad09@comcast.net	732-885-9600
11. John Seker	Competitive Power Ventures, Inc. 8403 Colesville Road (Suite 915) Silver Spring, MD 20910	iseker@cpv.com	908-766-9946
12. Manoj Mathur	EnerTech Environmental, Inc. 621 North Avenue., Suite A100 Atlanta, GA 30308	mmathur@enertech.com	404-856-5841

Indicate Steering Committee Chair**

**ATTACHMENT 2
LIST OF BROWNFIELD SITES IN BDA**

NAME OF SITE	STREET ADDRESS	BLOCK, LOT	ACREAGE
1. El Paso	Riverside Drive and Industrial Highway Woodbridge (Keasbey), NJ	Block 62, Lots 2 and 3 Block 93, Lot 100	176.07
2. Morris Properties (Industrial Highway Corp)	Industrial Highway Corp/ Riverside Drive Woodbridge, (Keasbey), NJ	Block 71, Lots 1, 2 and 7	26.0
3. Gentempo Property	Smith Street and Crows Mill Road Woodbridge, (Keasbey), NJ	Block 47, Lots 1-A-1, and 1-A-2	17.581
4. Township of Woodbridge Parcel East - Department of Public Works	225 Smith Street Woodbridge, (Keasbey), NJ	Block 41C, Lots 3-A and 1-3-A and Block 41, Lot 1-B	20.6056
5. Township of Woodbridge Parcel West	Industrial Highway Woodbridge, (Keasbey), NJ	Block 99, Lot 10 and Block 83, Lot 1	10.2