



MEMORANDUM OF UNDERSTANDING
Between
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
And
QUEENS BALLPARK COMPANY L.L.C.

I. Purpose

The purpose of this Non-Binding Memorandum of Understanding (MOU) is to create a mutually beneficial working relationship between the United States Environmental Protection Agency (EPA) Region 2 and Queens Ballpark Company, L.L.C. (QBC) (the “Parties”).

II. Background

Design, construction and operation of buildings and other facilities have a significant impact on the environment at every level locally, regionally, nationally, and globally. These impacts manifest themselves at all building stages from the start to the finish of a facility’s lifecycle. The construction and operation of facilities and management of their environs use significant quantities of energy, water and materials. Through sustainable facility design, construction and operation development, we can improve the quality of human life and ecological systems in many ways. By evaluating the different environmental aspects of a facility, we can minimize the adverse affects to our natural environment caused by air and water pollution, solid and hazardous waste generation, and disruption of wildlife habitat.

In the summer of 2006, QBC, acting as agent for the New York City Industrial Development Agency, broke ground on a new, state-of-the-art ballpark for the New York Mets to be known as Citi Field. Citi Field will feature unprecedented sightlines, amenities, and comfort for Mets fans, sports fans and visitors to the New York metropolitan area. In an effort to protect the environment and promote sustainable development, QBC will operate Citi Field using some of the latest green technologies and practices.

EPA and QBC will, through this MOU, work together to further progress in sustainable development.



III. Goals

The Parties recognize the importance of collaboration to serve the needs of society through design, construction and management of the built environment and to control its impact on the natural environment. Consequently, the Parties are hereby establishing a working relationship with respect to building and development-related environmental issues, including, but not limited to the following specific goals related to the design, construction and operation of Citi Field and the commuter bus parking lot across from Citi Field.

A. Design

Green Roof

A “green roof” is being considered for the administration building roof which would insulate the roof as well as retain rain water.

Swales and Permeable/ Porous Pavement

QBC intends to have approximately 65,000 square feet of porous pavers laid and an approximate 3,500 square foot drainage bed designed for the commuter bus parking lot, across from Citi Field, to control the flow of storm water runoff.

An approximate 25,000 square feet of planted space around Citi Field’s Plaza has been designed to control the flow of storm water runoff.

Bike Racks

Bike racks will be strategically placed around Citi Field to help provide alternative modes of transportation.

Waterless Urinals

QBC intends to use waterless urinals in Citi Field and administration facilities to conserve water.

B. Construction

Using Coal Combustion Products

In order to save CO² emissions, landfill space, and energy, QBC intends to have over two million pounds of a coal combustion product, such as fly ash, mixed in Citi Field’s concrete.

Recycled Steel

Approximately 95% of the 12,500 tons of structural steel used to construct Citi Field has been made from recycled steel.



Industrial Materials Recycling

To save CO² emissions, landfill space, and energy, QBC intends to have the following construction materials recycled during the construction of Citi Field:

- Scrap metal rebar
- Scrap concrete

In addition, the temporary playing field surcharge, used to support the cranes and for material storage, is made of recycled material.

Low Sulfur Diesel

QBC intends to have low-sulfur and ultra low sulfur diesel used in construction vehicles building Citi Field to reduce air emissions such as CO² and particulates.

C. Operation

Energy Conservation

QBC intends to equip Citi Field with a fully integrated building management system, which will monitor and automatically control temperatures and equipment start/stop times. It will be integrated with a “lighting control system” to automatically turn on/off all light fixtures, TV’s, ad panels, as well as other equipment. In addition to Citi Field’s Building Management System, QBC intends to install the following technologies to conserve energy:

- Air handlers, pumps, and chillers incorporating VFD’s (variable frequency drives) to save energy
- State-of-the-art sports lighting to reduce energy consumption by as much as 50%
- High mast parking lot light fixtures to achieve the same foot candles with significantly less fixtures
- Concessions and restaurants equipped with efficient energy saving cooking equipment
- Energy Star labeled products in elected locations where applicable

Water Conservation

- QBC intends to use metered hands-free faucets, toilet flush-o-meters, and waterless urinals which would effectively save millions of gallons of water a year
- The playing field will be irrigated by an on-site well reducing consumption of potable water

Light Bulb Recycling

QBC intends to implement a light bulb recycling program to reduce the environment’s exposure to mercury contained in fluorescent light bulbs.



D. Programs

WasteWise

WasteWise is a free, voluntary, EPA program through which organizations eliminate costly municipal solid waste and select industrial wastes, benefiting their bottom line and the environment. WasteWise is a flexible program that allows partners to design their own waste reduction programs tailored to their needs. QBC has recycled selected solid wastes during the construction of Citi Field. After construction is complete, QBC plans on operating the Ballpark in such a way as to eliminate as much solid waste as is feasible. QBC hopes to join WasteWise to show its commitment to eliminating solid waste.

Recycling On The Go

Through Recycle On The Go, EPA is partnering with businesses to introduce recycling programs in places where large numbers of people gather, such as parks, stadiums, transportation hubs, special events, and shopping centers. QBC recognizes stadiums accumulate high volumes of trash and recyclable materials. To effectively recycle these materials QBC plans on participating in the Recycling On The Go program.

Energy Star

Energy Star is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices. Citi Field has been designed as an energy efficient facility and will be operated accordingly. QBC plans to join the Energy Star program as a partner to show its intention to continuously improve Citi Field's energy performance.

IV. Non-Binding Nature of the MOU

This MOU is non-binding upon the parties and is not a contractual or a financial obligation instrument. Without limiting the foregoing, nothing in this MOU shall obligate EPA or QBC to expend appropriations or to enter into any contract or other obligations or be cited as the basis for the promise or transfers of funds.

This MOU does not restrict EPA or QBC from participating in similar activities or arrangements with other entities or Federal agencies.

Either Party may unilaterally withdraw at any time from this MOU.

The parties will cooperate to explore the practical manner by which the goals, purposes and activities of this MOU may be accomplished. Any modification of this MOU must be made in writing and signed by both Parties or their designees.



Nothing in this MOU shall be construed to authorize or permit any violation of any Federal, State or local law, including, but not limited to, any environmental law administered and/or enforced by EPA.

QBC does not expect, nor will it ever seek to compel from EPA in any judicial forum, the payment of money, services or other thing of value from U.S. EPA based upon the terms of this MOU. The foregoing provision does not in any way affect any legal rights accruing to QBC by virtue of any other law, contract and/or assistance agreement.

QBC understands and acknowledges that, as an institution of the Federal Government, EPA has a duty to refrain from providing any commercial entity an exclusive privilege without receiving payment therefore and, as a consequence, that EPA's relationship with

QBC in no way affects, alters or otherwise constrains EPA's right to provide similar (or identical) services to, or establish similar (or identical) relationships with, any other entity.

QBC understands that EPA's participation in this MOU does not constitute an endorsement, express or implied of (a) any policy advocated by QBC or (b) any good or service offered or sold by QBC or any member.

The Parties will cooperate jointly with regard to any press release or other public announcement regarding this MOU.

QBC shall maintain full right, title and interest in any intellectual property right, including a copyright, in any work product developed solely by QBC in furtherance of the objectives of this MOU. Any intellectual property developed collaboratively by the Parties will be governed by applicable federal law.

The U.S. EPA enters into this MOU under the authority of Section 103 of the Clean Air Act, 42 U.S.C. §7403, Section 104 of the Clean Water Act, 33 U.S.C. §1254, and Section 8001 of the Solid Waste Disposal Act, 42 U.S.C. §6981, Section 6604 of the Pollution Prevention Act, and Section 324A of the Energy Policy and Conservation Act, which provide EPA with authority to undertake cooperative efforts with private organizations to promote the coordination and acceleration of research, studies, training, and other efforts to prevent, reduce and eliminate pollution.

This MOU does not create any obligation, right or benefit, substantive or procedural, enforceable by law or equity by or against QBC or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of EPA and QBC.



Nothing herein shall be construed to require the EPA to obligate or expend funds on behalf of the goals, objectives, or responsibilities set forth in this MOU, or give rise to a claim for compensation for services performed to further the goals of this agreement. Any obligation or expenditure of funds by the EPA in furtherance of the goals of this MOU must be consistent with existing legal authorities. All obligations and expenditures of funds by EPA will be subject to the availability of appropriations and EPA's discretion in making budgetary determinations.

V. Effective Date and Administration

This MOU will become effective upon signature by the Regional Administrator of EPA Region 2 and a Vice President of QBC or their designees. This MOU will expire at the end of five (5) years from the date of signature unless revised or extended at that time by written agreement of the Parties. It may be terminated at any time by either party upon the issuance of a written notice to the other party. The Parties intend to review annually the provisions of this MOU and its implementation.

QUEENS BALLPARK COMPANY, L.L.C. UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: _____
 Name: _____
 Title: _____
 Date: _____

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