

Lessons Learned

- **Scope** — The Commons project involves an area covering eight blocks, which was initially the scope of the EPA Brownfield Grant. Considering the amount of the grant (\$200,000) and the time necessary to evaluate all properties, the initial undertaking was extremely aggressive. A lot of time and money were spent on completing Phase I ESAs for 37 properties. In reality, the focus of the investigation should have been limited to the eight properties that the Agency was required to purchase for the Commons Park. Although the information provided by the Phase 1 ESAs will be of value at a later point in the project's redevelopment, it did detract from the Agency's ability to complete Phase 2 ESAs for the Park Blocks.
- **Site Access** — Absolute access to all sites undergoing a Phase II ESA is imperative. Most of the sites were occupied by buildings and businesses, which were not under the control of the Agency, thus making it impossible, had the Agency additional funds, to collect adequate samples to determine if there were any residual petroleum contamination of the site.
- **Risk Assessment** — Under the best of circumstance urban redevelopment is a complex undertaking. When associated with properties known to be contaminated, it becomes increasingly complicated. This is particularly true when considering the risk involved in undertaking a real estate development project. Different organizations have different risk tolerances. The spectrum of risk ranges from absolute risk takers, i.e. "We hope there will be no contamination, so let's commit and see what we find" to absolute risk avoiders, i.e. "Until all environmental contamination has been cleared we are not interested". Fiducially, government organizations, being accountable to the general public, are typically

risk averse and the more information available the better decision that can be made, including an estimate of the costs to remediate known contaminants. However, a lot of money can be spent to determine the extent of contamination and the cost to mitigate, with no guarantees until the site is opened up and actual mitigation occurs.

With the EPA Brownfield Grant, valuable information was collected and suspicions of contamination confirmed, or rebuked. Unfortunately, due to financial limitations, the grant was unable to provide a meaningful estimate of mitigation costs. Two questions still remain – what is the cost to mitigate? And shall we proceed with the information we have available at this time? The reality is that the Project area needs to be redeveloped, and will be redeveloped, and that during redevelopment environmental remediation will be an integral component. At this Time the Agency is expeditiously moving forward with plans for redevelopment of the Project area, including the completion of additional environmental assessment efforts per the IPBRs.

- **Disposition and Development Agreements (DDAs)** — The relationship of the environmental mitigation process, land acquisition, demolition and development needs to be clearly spelled-out in a DDA, particularly if the area has a history of contamination. In the case of the EPA Brownfield Grant the timing of the grant was not well coordinated with the DDA Process. In hindsight it would have been preferable if environmental efforts were focused on the eight properties to be acquired by the Agency for the Park Blocks. Presently, the Agency is renegotiating the DDA and addressing the need to complete additional investigation as recommended in the IPBRs.