



State of New Jersey

SITE REMEDIATION PROFESSIONAL LICENSING BOARD

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Trenton, NJ 08625-0420
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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

March 16, 2021

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Joann Held,
Vice-Chairperson
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Kathi Stetser
Peter Strom
Ira Whitman

Michael Schiappacasse, Esq.
Two West End Avenue
Spotswood, NJ 08884

RE: In the Matter of John Bee, LSRP #573502
Site Remediation Professional Licensing Board Complaint 001-2014

Dear Mr. Schiappacasse:

Regarding the above referenced matter and the Board's August 11, 2020 Notice of Intent to Revoke License, the Board has considered the proposed settlement terms communicated on behalf of your client, John Bee, in an email dated February 21, 2021.

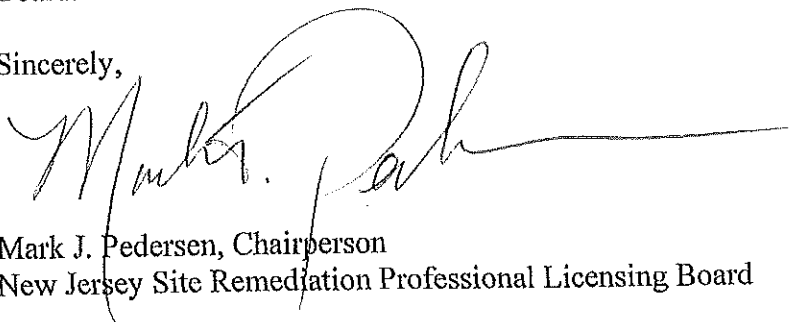
The Board offers to settle its Notice of Intent to Revoke License pursuant to the settlement terms outlined below and more fully set forth in the attached Settlement Agreement.

1. Mr. Bee agrees that he will not submit an application for license renewal and that he will allow his license to expire on July 9, 2021.
2. Mr. Bee agrees that he will not submit an application for a new license to the Site Remediation Professional Licensing Board at any time in the future.
3. The Board acknowledges that there are no outstanding penalties owed by Mr. Bee with respect to this matter.
4. By executing this Settlement Agreement, Mr. Bee understands, acknowledges and agrees that he is waiving any rights he may have to an adjudicatory hearing with regard to the Notice of Intent to Revoke License, with prejudice.
5. This Settlement Agreement shall be enforceable in the Superior Court of New Jersey as a final decision of the Department pursuant to the Site Remediation Reform Act, and it shall be enforceable by the Department in a summary manner pursuant to R. 4:67.

The Board notes that Mr. Bee did pay all penalties that were part of the terms of his earlier January 23, 2017 Settlement Agreement with the Board, and the Board did not assess penalties as part of the August 11, 2020 Notice of Intent to Revoke the License of John Bee. Therefore, there are no outstanding penalties owed by Mr. Bee with respect to this matter.

The Board requests a response to this settlement offer within 20 days of your receipt. If the terms are acceptable to your client, please return the signed Settlement Agreement to this office within that 20 days. Should you have any questions, please contact Janine MacGregor, Executive Director of the Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark J. Pedersen", with a long horizontal line extending to the right.

Mark J. Pedersen, Chairperson
New Jersey Site Remediation Professional Licensing Board

cc: John Bee

Please return a copy.

IN THE MATTER OF : **SETTLEMENT AGREEMENT**
JOHN BEE : **RE: NOTICE OF INTENT TO**
LSRP LICENSE 573502 : **REVOKE LICENSE**

This Settlement Agreement ("Agreement") is made as of this 30 day of March 2021 between the Site Remediation Professional Licensing Board (hereinafter "Board") and John Bee (collectively, the "Parties") and shall be effective upon the date of the last signature set forth below ("Effective Date").

WHEREAS, John Bee is a licensed site remediation professional ("LSRP"). On July 9, 2012, the Board issued permanent license 573502 to John Bee to practice as an LSRP, which license has a July 9, 2021 expiration date.

WHEREAS, on January 23, 2017, the Board and Mr. Bee entered into a Settlement Agreement, effective April 5, 2017, to settle the Notice of Intent to Suspend License and Civil Administrative Penalty Assessment resulting from a complaint made by the Department of Environmental Protection on February 10, 2014 regarding the remediation work of Mr. Bee at property located at 6-30 Chapel Street, Newark, New Jersey, Block 2467, Lots 1, 2, 3, 5, 7, 17, 18, 50, 51 in the City of Newark, Essex County.

WHEREAS, pursuant to paragraphs 1(c) and 1(d) of the January 23, 2017 Settlement Agreement, the Board evaluated key documents submitted by Mr. Bee to the Department and found that Mr. Bee had consistently failed to meet the standards and requirements for performance of an LSRP as set forth in the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq, and the Site Remediation Professional Licensing Board Rules, N.J.A.C. 7:26I et seq., and the Board therefore issued a Notice of Intent to Revoke License to John Bee on August 11, 2020.

WHEREAS, on September 17, 2020 Mr. Bee filed a written Request for an Administrative Hearing in response to the Board Notice of Intent to Revoke License. The Request for an Administrative Hearing indicated a willingness to negotiate a settlement with the Board.

WHEREAS, by letter dated September 22, 2020, the Board granted Mr. Bee's Request for an Administrative Hearing.

WHEREAS, the Parties have met to negotiate settlement terms.

NOW, THEREFORE, in consideration of the foregoing, the covenants mutually exchanged herein, and for other good and valuable consideration, in order to amicably resolve this matter without trial or adjudication, and intending to be bound hereby, THE PARTIES HEREBY STIPULATE and AGREE, as follows:

1. Mr. Bee will not submit an application for license renewal and will allow his license to expire on July 9, 2021.
2. Mr. Bee will not submit an application for a new license to the Site Remediation Professional Licensing Board at any time in the future.

3. The Board acknowledges that there are no outstanding penalties owed by Mr. Bee with respect to this matter.

4. Mr. Bee understands, acknowledges and agrees that upon the execution of this Settlement Agreement by the Parties, he is entering into a binding settlement agreement and that he is waiving any rights he may have to an adjudicatory hearing with regard to the Notice of Intent to Revoke License, with prejudice.

5. Mr. Bee understands, acknowledges and agrees that the findings of the Board in connection with this matter are a matter of public record, and that upon its execution by the Parties, this Settlement Agreement shall become a public document.

6. This Settlement Agreement shall be enforceable in the Superior Court of New Jersey as a final decision and action of the Department with respect to this matter, and it shall be enforceable by the Department in a summary manner pursuant to R. 4:67.

7. No modifications or waiver of this Settlement Agreement shall be valid except by written amendment to this Settlement Agreement duly executed by the Parties.

8. This Settlement Agreement shall be governed and interpreted under the laws of the State of New Jersey.

9. This Settlement Agreement represents the entire integrated agreement between the Parties concerning this matter and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided herein.


10. This Settlement Agreement may be signed and dated in counterparts, each of which shall be an original, and such counterparts shall together be one and the same agreement. Signature provided by facsimile, portable document format (.pdf) or other electronic transmission shall be deemed to be original signatures.

11. By signing this Settlement Agreement, the signatories represent that they have the authority to bind the Parties to this Settlement Agreement.

**THE NEW JERSEY
SITE REMEDIATION PROFESSIONAL LICENSING BOARD**

DATE:

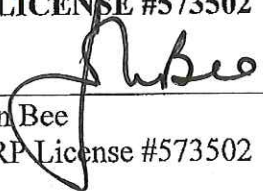
3/30/2021


Mark J. Pedersen, Chairperson
New Jersey Site Remediation
Professional Licensing Board

JOHN BEE, LICENSE #573502

DATE:

3/24/2021


John Bee
LSRP License #573502