

**IN THE MATTER OF  
DAVID PRY  
LSRP LICENSE #573686**

**: SETTLEMENT AGREEMENT  
: RE: NOTICE OF CIVIL  
: ADMINISTRATIVE PENALTY  
: ASSESSMENT AND  
: LICENSE SUSPENSION**

This Settlement Agreement ("Agreement") is made as of this 8<sup>th</sup> day of May 2025 between the Site Remediation Professional Licensing Board (hereinafter "Board") and David Pry (collectively, the "Parties") and shall be effective upon the date of the last signature set forth below ("Effective Date").

WHEREAS, David Pry is a licensed site remediation professional ("LSRP"). On July 25, 2012, the Board issued permanent license #573686 to David Pry to practice as an LSRP, which license has a July 9, 2027 expiration date. Pursuant to N.J.A.C. 7:26I-2.13(d); and

WHEREAS, Mr. Pry may apply for renewal of license #573686 on or before April 10, 2027; and

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter "Department") brought a complaint to the Board on March 11, 2024, regarding the remediation work of Mr. Pry at the Property located at Ed Carney Ford Inc., 189 Route 10, East Hanover, NJ 07936, also known as Block 99, Lot 5 on the East Hanover Tax Map, (hereinafter the "Site"); and

WHEREAS, the Site has been identified by the Department as Program Interest number 008324; and

WHEREAS, the Board investigated the complaint and found that Mr. Pry violated the Site Remediation Professional Licensing Board Rules (hereinafter "Board Rules"); specifically, N.J.A.C. 7:26I-6.3(d), N.J.A.C. 7:26I-6.5, N.J.A.C. 7:26I-6.10, and N.J.A.C. 7:26I-6.24; and

WHEREAS, on December 16, 2024, the Board issued a Notice of Civil Administrative Penalty Assessment and License Suspension (hereinafter "Notice") to Mr. Pry pursuant to N.J.S.A. 58:10C-17b based upon the findings of the Board; and

WHEREAS, the Notice states that the Notice shall become final when Mr. Pry receives notice of the denial of a hearing request or, if the hearing request is granted, when Mr. Pry withdraws the request or abandons the hearing, or, if the hearing is conducted, when Mr. Pry receives a final decision from the Board in this matter; and

WHEREAS, on January 20, 2025, Mr. Pry filed a written Request for an Administrative Hearing in which he indicated a willingness to negotiate a settlement with the Board; and

WHEREAS, on February 13, 2025, Mr. Pry agreed to stay the transmittal of his Request for an Administrative Hearing while the Parties negotiated a settlement; and

WHEREAS, the Parties have met to negotiate settlement terms; and

NOW, THEREFORE, in consideration of the foregoing, the covenants mutually exchanged herein, and for other good and valuable consideration, and 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. Pry will confirm in writing that he has submitted an LSRP Notification of Dismissal through the Online Business Portal at <https://www.nj.gov/dep/online> for each contaminated site for which he has submitted a Notification of Retention by no later than May 31, 2025. Such confirmation will be submitted to Executive Director Dana Haymes via email at [Dana.Haymes@dep.nj.gov](mailto:Dana.Haymes@dep.nj.gov).
2. Mr. Pry will provide the Board, care of Executive Director Dana Haymes the estimated dates of filings of any forthcoming submissions to the Department by no later than May 15, 2025, and with all submissions he has made to the Department as an LSRP since January 20, 2025, by no later than May 31, 2015, via email at [Dana.Haymes@dep.nj.gov](mailto:Dana.Haymes@dep.nj.gov).
3. Mr. Pry will surrender his license to the Board pursuant to N.J.A.C. 7:26I-2.12(b) by no later than May 31, 2025.
4. Mr. Pry will agree to never submit an application to the Board for an LSRP license.
5. The assessed penalty of \$17,500 will be held in abeyance, to become due and owing only in the event that Mr. Pry fails to comply with the terms of the Agreement. In such a case, Mr. Pry shall pay the sum of \$17,500 by check payable to Treasurer, State of New Jersey as full satisfaction of the penalties in the Notice. Mr. Pry shall mail payment to:  
  
Dana Haymes, Executive Director  
Site Remediation Professional Licensing Board  
New Jersey Site Remediation Professional Licensing Board  
PO Box 420, Mail Code 401-04  
401 East State Street  
Trenton, NJ 08625-0420
6. Upon execution of this Agreement, Mr. Pry's request for an adjudicatory hearing shall be considered withdrawn, with prejudice.
7. Mr. Pry will waive his right to request an adjudicatory hearing concerning the terms of this Agreement pursuant to N.J.A.C. 7:26I-8.3 and agree not to contest (a) the authority of the Board to enter this Agreement, and (b) the terms or conditions hereof, except that Mr. Pry does not waive his right to contest the interpretation or application of such terms and conditions in an action or proceeding brought by the Board to enforce this Agreement.
8. No modifications or waiver of this Agreement shall be valid except by written amendment to this Agreement duly executed by the Parties.
9. This Agreement shall be governed and interpreted under the laws of the State of New Jersey.



10. This 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.
11. This 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 original signatures.
12. The Parties intend and agree that the execution of this Agreement, any payment pursuant hereto by Mr. Pry, and any other action taken with regard to this Agreement, notwithstanding the surrender of Mr. Pry's license, shall not, in any way, constitute an admission by Mr. Pry of any finding(s) or determination(s) of the Board and shall not constitute or be interpreted or used as an admission of fault, liability, law or fact, nor shall it be admissible in any proceeding, except a proceeding to enforce this Agreement.
13. By signing this Agreement, the signatories represent that they have the authority to bind the Parties to this Agreement.

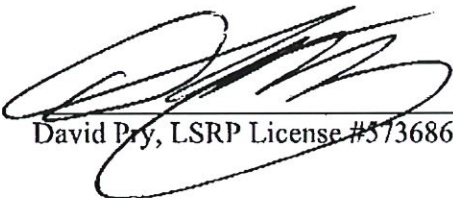
**THE NEW JERSEY  
SITE REMEDIATION PROFESSIONAL LICENSING BOARD**

DATE: 5/8/25

  
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Paul Hauge, Chairperson  
New Jersey Site Remediation  
Professional Licensing Board

**DAVID PRY, LSRP LICENSE #573686**

DATE: 5/7/25

  
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David Pry, LSRP License #573686