

2025.09.38

**RESOLUTION OF THE SAYREVILLE ECONOMIC AND REDEVELOPMENT  
AGENCY ("SERA" APPROVING EXECUTION OF AN AMENDED MEMORANDUM OF  
UNDERSTANDING ("MOU") WITH THE NJDEP REGARDING THE SAYREVILLE  
BROWNFIELD REDEVELOPMENT AREA ("BDA")**

WHEREAS, SERA and the NJDEP entered into a MOU on or about January 2013, regarding the remediation of environmental contamination and redevelopment of the Sayreville Brownfield Redevelopment Area ("BDA"); and

WHEREAS, in 2024, the NJDEP requested that SERA approve and sign an updated MOU (the "Amended MOU") in order to bring the 2013 MOU up to date with the NJDEP's current agreements; and

WHEREAS, in December 2024, SERA approved, the Executive Director signed and Agency Professionals submitted the Amended MOU to the NJDEP; and

WHEREAS, the NJDEP has made further amendments to the MOU, with a revision date of March 3, 2025, and has asked SERA to approve and sign this further amended MOU; and

WHEREAS the NJDEP has confirmed that although the MOU has language listing the Borough as Applicant and as a party, SERA need only sign as the Steering Committee and Applicant as the Borough is not a party; and

WHEREAS, the changes between the 2024 Amended MOU and the March 3 revised Amended MOU do not materially impact SERA;

NOW THEREFORE BE IT RESOLVED, that:

- (1) Revised BDA MOU between SERA and the NJDEP attached hereto as Exhibit A is hereby approved;
- (2) The Chairman and Executive Director are hereby authorized and directed to execute the revised BDA MOU in form substantially similar to the attached Exhibit A, subject to such final changes as the Chairman may approve upon the advice of the Executive Director and SERA's Professionals.

OFFERED BY:

Kenneth Scott

SECONDED BY:

Steve Gills

**Governing Body Recorded Vote:**

<b>Members:</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
1. Robert Davis	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
2. Robert DeWise	<u>  +  </u>	<u>      </u>	<u>      </u>	<u>      </u>
3. Rosetta Fisher	<u>  +  </u>	<u>      </u>	<u>      </u>	<u>      </u>
4. Steve Grillo	<u>  +  </u>	<u>      </u>	<u>      </u>	<u>      </u>
5. Trushar Parikh	<u>  +  </u>	<u>      </u>	<u>      </u>	<u>      </u>
6. Donna Roberts	<u>      </u>	<u>      </u>	<u>      </u>	<u>  X  </u>
7. Ken Scott	<u>  +  </u>	<u>      </u>	<u>      </u>	<u>      </u>
8. John Zebrowski	<u>  +  </u>	<u>      </u>	<u>      </u>	<u>      </u>

I, Himanshu Shah, Executive Director/ Secretary, and certifying agent of the Sayreville Economic and Redevelopment Agency, hereby certify that the foregoing Resolution was adopted at the reorganizational meeting of the Agency held on September 11, 2025.



HIMANSHU SHAH, Secretary

**MEMORANDUM OF UNDERSTANDING  
AMONG PARTIES TO  
THE 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”), the \_\_\_\_\_ Brownfield Development Area Steering Committee (the “Steering Committee”), and \_\_\_\_\_ (“Applicant”);

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 be a blight to 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 Applicant 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;

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 Applicant have agreed on the specific brownfield sites within the \_\_\_\_\_ 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 Office of Brownfield & Community Revitalization staff with overall responsibility for guiding the Steering Committee and Applicant throughout the BDA process.
2. As promptly as possible, hold an Initial Kickoff Meeting with the Steering Committee and Applicant. At the Kickoff Meeting, among other things, explain the roles of a Licensed Site Remediation Professional (LSRP) and identify the sites in Attachment 2 that are a current priority for redevelopment.
3. Assist in identifying files so the Steering Committee and LSRP(s) can conduct a review of all available background information required to recommend a streamlined remediation strategy that incorporates redevelopment goals.

4. Work in concert with the Steering Committee, the Applicant and the LSRP(s) in a manner to achieve compliance with DEP's remediation requirements.
5. Work as a partner with the Steering Committee, the Applicant and the LSRP(s) to facilitate the investigation, remediation and redevelopment of brownfield sites in the BDA.
6. Facilitate meetings with other programs within DEP, and other state and federal governmental entities, as necessary, to assist in the process of redevelopment of contaminated sites.
7. Consider any modifications to the BDA made by the Steering Committee, as necessary.

## **II. STEERING COMMITTEE COMMITMENTS**

By entering into this MOU, the Steering Committee agrees to:

8. Diligently pursue community goals for the BDA, as expressed in the BDA Application, and keep DEP informed if such goals change.
9. Encourage remediating parties, developers and LSRPs working within the BDA to complete site remediation activities that comply with all state laws, regulations, policies, and guidance.
10. Require contracted professionals, including LSRPs and attorneys, to perform in a fiscally responsible manner.
11. Be reasonably available for discussions or meetings with the DEP, when necessary.

12. Encourage property owners to provide reasonable site access to Steering Committee members, LSRPs and the DEP to advance BDA goals.
13. Conduct regular Steering Committee meetings that accommodate the schedules of those on the Steering Committee.
14. Submit annual progress reports to DEP on the anniversary date of this MOU. These progress reports should describe the advancement in the investigation, remediation, and the redevelopment of each of the sites in the BDA identified in Attachment 2. Along with the progress report, submit the following information as necessary, or at a minimum on the anniversary date of the MOU execution: the 1-2-page short-term BDA Strategic Plan with the latest challenges, actions and short-term (one to two years) priorities of the BDA Sites; updated Baseline Property Datasheets; updates to the Steering Committee members, Chair(s) and, Coordinator(s); any new or revised planning documents for the neighborhood that includes the BDA; and, the Steering Committee meeting minutes and upcoming Steering Committee meeting times and locations.
15. Submit annual Remediation Phases Completed/Planned Table on the anniversary date of this MOU. Information must be submitted using the table format in Attachment 3.
16. 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.

### **III. APPLICANT COMMITMENTS**

By entering into this MOU, the Municipality agrees to:

17. Provide copies, upon request, of Municipal Ordinances, Resolutions, Redevelopment Agreements, or other pertinent documents to DEP regarding the BDA.
18. Notify DEP of any changes in site ownership or lot and block designations.
19. Notify DEP of changes in the approved redevelopment plan(s), such as invalidation or properties included or excluded.
20. Notify DEP of the designation, dismissal or addition of a designated redeveloper for any property within the BDA.
21. Notify DEP of the retention or dismissal of an LSRP for any property under municipal control within the BDA.
22. Integrate municipal decisions regarding zoning, infrastructure, and planning, to the extent lawful and appropriate, with schedules and plans to investigate, remediate, and redevelop sites within the BDA.
23. Communicate and coordinate local visions and ideas for redevelopment among the Steering Committee, DEP, Applicant, LSRPs, community members, and other affected or interested parties.
24. Routinely consider passage of any additional Municipal Ordinances or Resolutions that may further the goals of the BDA investigation, remediation, and redevelopment.

25. Notification to DEP required in paragraphs 19 through 21 shall be included in the 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 partner in the BDA process by, among other things, communicating with and educating each other and the community, about 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 investigation, remediation, and redevelopment 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.



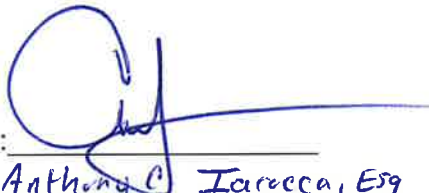
**V. MOU Duration and Termination**

32. This MOU may be terminated by DEP, among other reasons, upon a finding of insufficient progress toward the goals of investigation, remediation, and reuse of the BDA. Such finding or other reason for termination shall be provided through written notice to all other Parties.
33. This MOU may be terminated by the Steering Committee and/or the Applicant at any time for any reason through written notice to all other Parties.
34. Unless terminated pursuant to Paragraph 33 or 34 above, this MOU will remain in effect.
35. If this MOU is terminated, such termination will have no effect on the continuing viability of any other documents or agreements, 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.
36. Each undersigned representative of the DEP, the Steering Committee, and the Applicant 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.
37. This MOU shall become effective on the date the last signatory is placed on this MOU

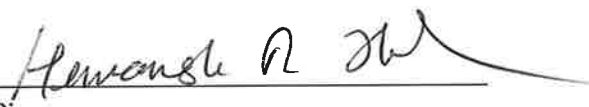
**VI. SIGNATORIES**

Date:   
Anthony C. Iacocca, Esq.  
Attorney at Law of the State  
of New Jersey

APPLICANT   
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date:   
Anthony C. Iacocca, Esq.  
Attorney at Law of the State  
of New Jersey

**BDA STEERING COMMITTEE**

\_\_\_\_\_  
By:   
Name: \_\_\_\_\_  
Title: Steering Committee Chair

**NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gwen B. Zervas, P.E.  
Title: Director  
Division of Remediation Management



**Brownfield Development Area (BDA) Memorandum of Understanding  
Attachment 1 - BDA Steering Committee**

<b>BDA Name:</b>	
<b>Applicant:</b>	

[illegible]



**BDA Name:**  
**Applicant:**


[illegible]



**Brownfield Development Area (BDA) Memorandum of Understanding**  
**Attachment 3 - Remediation Tasks Completed/Planned**  
 Reporting Period (anniversary date of the MOU)

<b>BDA Name:</b>	
<b>Applicant:</b>	

[illegible]



**Brownfield Development Area (BDA) Memorandum of Understanding  
Attachment 1 - BDA Steering Committee**

<b>BDA Name:</b>	
<b>Applicant:</b>	

[illegible]





<b>BDA Name:</b>	
<b>Applicant:</b>	

[illegible]