

RESOLUTION NO. 2024- 266

A RESOLUTION AUTHORIZING THE EXECUTION OF A SITE ACCESS AGREEMENT BY AND BETWEEN THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF VINELAND FOR ACCESS TO CITY PROPERTY KNOWN AS 609 SOUTH SIXTH STREET TO PERFORM REMEDIAL INVESTIGATION AND REMEDIAL ACTION.

WHEREAS, the United States Environmental Protection Agency (EPA) has been investigating and conducting excavation activities related to the former Kil-Tone Company Superfund Site located on East Chestnut Avenue and contiguous properties; and

WHEREAS, during the investigation of 609 South Sixth Street, a City owned property (Property), concentrations of one or more contaminants were detected that exceed the soil cleanup criteria, however the contaminants found were not attributed to the Kil-Tone Company site ; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) has proposed to excavate and remove all contaminated soil that exceeds the criteria set by EPA and NJDEP; and

WHEREAS, in order to perform the remedial investigation and remedial action, the NJDEP has requested the City provide access to the Property and execute a Site Access Agreement in the form and substance as attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor or his designee, and Clerk are hereby authorized to execute a Site Access Agreement with the New Jersey Environmental Protection Agency, Contaminated Site Remediation and Redevelopment, Bureau of Site Management for access to City owned property known as 609 South Sixth Street to perform a remedial investigation and remediation action as attached hereto and made a part hereof.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk



# State of New Jersey

## DEPARTMENT OF ENVIRONMENTAL PROTECTION CONTAMINATED SITE REMEDIATION & REDEVELOPMENT BUREAU OF SITE MANAGEMENT

401 East State Street

P.O. Box 420, Mail Code 401-05R

Trenton, New Jersey 08625-0420

[www.nj.gov/dep](http://www.nj.gov/dep)

**PHILIP D. MURPHY**

*Governor*

**SHAWN M. LATOURETTE**

*Commissioner*

**TAHESHA L. WAY**

*Lt. Governor*

IN THE MATTER OF:

FORMER KIL-TONE COMPANY  
NON-SITE RELATED PROPERTIES  
VINELAND, NEW JERSEY  
PI#648249

SITE ACCESS AGREEMENT

AND

THE CITY OF VINELAND

1. The City of Vineland ("Property Owner") grants, pursuant to this Site Access Agreement, the New Jersey Department of Environmental Protection, its contractor(s) and subcontractor(s) (collectively "DEP"), permission to enter upon real property located at **609 S. Sixth Street, Vineland, Cumberland County** ("Property"), this Property being also known and designated as **Block 4115, Lot 21**, on the City of Vineland Tax Map.

### TERMS OF AGREEMENT

1. DEP and the Property Owner are entering into this Agreement so DEP may enter upon the Property to perform a remedial investigation and remedial action. DEP shall perform the remedial investigation and remedial action activities in accordance with all applicable statutes and regulations, including N.J.A.C. 7:26E.
2. In return for the Property Owner granting DEP access to the Property for remedial investigation and remedial action, DEP will:
  - a. Give the Property Owner reasonable notice before commencing the on-site portion of the remediation investigation and remedial action;
  - b. Return the Property, as practicable, to the general condition that existed before DEP's remediation of discharges at the Property;
  - c. DEP shall, at the Property Owner's request, provide the Property Owner with a copy of any final report concerning the remedial investigation and remedial action, to the extent the report does not contain any confidential or otherwise privileged information.

3. a. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -12-3, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to -14-4, and appropriations and the availability of the State of New Jersey's funds, the DEP shall be responsible for, at its own expense, defense against, and hereby releases the Property Owner for, any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the DEP, its employees, representatives, agents, independent contractors or invitees, related to this Site Access Agreement.
- b. The Property Owner shall be responsible, at its own expense, to defend itself against, and hereby releases the DEP for any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Property Owner, its employees, representatives, agents, independent contractors or invitees, related to this Site Access Agreement.
4. The Property Owner shall promptly sign, date, and return this Agreement to DEP. This Agreement shall take effect as of the date DEP's authorized representative signs and dates it.
5. Unless terminated sooner by mutual agreement of the parties, this Site Access Agreement, with the exception of subparagraphs 3a. and 3b., which shall survive any termination, shall expire upon DEP giving the Property Owner written notice that use of the Property, or the remedial investigation and the remedial action, is complete.

#### GENERAL CONDITIONS

The Property Owner agrees to notify DEP, in writing, no later than 30 calendar days before transferring title to some or all of the Property. The Property Owner shall submit this notice to Contaminated Site Remediation & Redevelopment, Publicly Funded Response Element, New Jersey Department of Environmental Protection, 401 East State Street, PO Box 420, Trenton, New Jersey 08625-0420.

This Site Access Agreement represents the entire agreement between the parties concerning site access, and supersedes all prior negotiations, representations, or agreements, either written or oral, regarding site access, unless otherwise expressly stated.

The parties may only modify this Site Access Agreement by the mutual written agreement. Further, any modification to this Site Access Agreement shall be in writing unless DEP, in its sole discretion, determines circumstances allow otherwise. Where any modification is verbal, DEP will document the modification, in writing, as soon as practicable.

This Site Access Agreement applies to and is binding upon DEP, the Property Owner, and their successors and assigns.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Peter M. Cagno  
Title: Chief, Bureau of Site Management

CITY OF VINELAND

DATE: \_\_\_\_\_

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