RESOLUTION NO. 2024 - 313

A RESOLUTION AUTHORIZING THE EXECUTION OF CONSENT FOR ACCESS FORMS AND RESTORATION AGREEMENTS WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TO PERFORM REMEDIAL INVESTIGATION, REMEDIAL ACTION, REMOVAL ACTIVITY AND RESTORATION ACTIVITY ON CERTAIN CITY PROPERTIES RELATED TO THE FORMER KIL-TONE COMPANY SUPERFUND SITE.

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 certain City-owned properties (hereinafter referred to as "Properties"), concentrations of one or more contaminants attributed to the Kil-Tone Company Superfund Site were detected that exceed the soil cleanup criteria; and

WHEREAS, these Properties are as follows:

- 519 E. Quince Street
- 702 E. Quince Street
- 520 S. 7th Street
- Medians of South East Boulevard from Chestnut Avenue to Quince Street

WHEREAS, Sevenson Environmental Services, Inc., Niagara, NY, a contractor of the EPA, has been contracted to excavate and remove all contaminated soil that exceeds the criteria set by EPA and the New Jersey Department of Environmental Protection; and

WHEREAS, in order to perform the remedial investigation, remedial action, removal activity and restoration activity, the EPA has requested that the City execute Consent for Access Forms and Restoration Agreements (attached) for such Properties; and

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the Mayor or designee, and Clerk are hereby authorized to execute Consent for Access Forms and Restoration Agreements with the EPA for the aforesaid City-owned properties to perform remedial investigation, remediation action, removal activity and restoration activity as attached hereto and made a part hereof.

Adopted: July 23, 2024		
	President of Council	eaa
ATTEST:		
City Clerk kn	_	



Tenant Name (if applicable)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2 290 BROADWAY NEW YORK, NY 10007-1866

ID: _____

CONSENT FOR ACCESS Former Kil-Tone Company Superfund Site

Property Owner/Tenant(s)					
Address of Property:					
Block No.	Lot No.				
I am the owner/tenant of the property listed ab for the Former Kil-Tone Company Superfund Sit authorized by the Superfund law, also known as and Liability Act, 42 U.S.C. §§ 9601-9675.	e under its response and enfor	cement responsibilities as			
l also understand that EPA needs access to my p Former Kil-Tone Company Superfund Site.	property to conduct response a	activities in connection with the			
I hereby consent to allow officers, employees and authorized representatives of EPA to enter and have access my property in order to perform remedial activities including, but not limited to, the following tasks: 1) the collection of soil samples; 2) the excavation of contaminated soil; 3) off-site disposal of contaminated soil; as backfill of excavated areas with clean fill. I understand that such representatives may include contractors and/or subcontractors, other federal and stagencies, and their agents. I also understand and agree that the above-mentioned representatives may entupon my property at reasonable times as mutually scheduled.					
					recognize that performance of such actions ma minimize any disturbance as much as possible.
l understand that EPA requires its contractors to comprehensive general liability insurance.	o maintain comprehensive veh	icle liability insurance and			
This written permission is given by me voluntari I also acknowledge that I am fully authorized to	•	nises of any kind. By my signature,			
Ву:					
Owner's Name/Title	Signature	Date			
Main Contact: Telephone Number	Email	Best time to call:			

Signature

Tenant Contact: Tel Number/Email (if applicable)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 2 290 BROADWAY NEW YORK, NY 10007-1866 (212) 637-3000

https://www.epa.gov/aboutepa/epa-region-2

RESTORATION PLAN AGREEMENT FORM

The purpose of this agreement is to provide a mutual agreement as to the removal and restoration activities on your property and to document the condition of the property prior to remediation activities. This will also serve as documentation for the purpose of assuring that restoration activities are completed to the satisfaction of the property owner and the United States Environmental Protection Agency (EPA) for the Kil-Tone Remedial Action Superfund Site Operable Unit 2-Phase I, Vineland, New Jersey.

EPA Property ID: 210		
Property Address: S. East Blvd & E. C	Cherry Street (Median), Block 3918	3, Lot 1
Property Owner(s): City of Vineland		4444
Tenant(s) residing at the address (if	different than owner) and contac	ct information:
Vacant		
Property Owner Contact Informatio	ın (Phone Number F-mail Alt Ad	ldroce):
Contacts: Bob Dickenson, Richard To		iai ess).
(856)794-4000		
	D. 4	Initials:

General Clauses

Remedial and restoration activities will be conducted in accordance with the following provisions:

- All restoration items will be replaced in kind otherwise documented within this restoration agreement. Restoration items that do not meet current City of Vineland code enforcement are requested to be code compliant, if possible, and approved by property owner.
- Only government-authorized personnel will be permitted to perform work on the property during the remedial and restoration activities
- Excavation boundaries are subject to change based on confirmation sampling results.
- To aid with final site grading during restoration, SES requests information on any water infiltration, current or past, into the home or business (e.g., wet basement).
- SES requests information on any known sprinkler systems and underground electric lines in the yard and if they are currently operational?
- All trees, shrubs and plants will be photo documented and identified by professional landscaper prior
 to removal for eventual in-kind restoration. Planting type and size will be based upon nursery
 availability. In the event that the same plant replacement is unavailable, the homeowner will be
 contacted for their input on an acceptable equivalent replacement before proceeding with restoration.
- The landscaping subcontractor will water restored plants/sod/hydroseed at the time of placement and as needed for a period of 3 months or until plantings are dormant, whichever occurs first. Sod/hydroseed will also be maintained (e.g., watered and cut) by the landscaping subcontractor for a period of 3 months. It will then become the resident's responsibility to maintain the restored planting. Plant warranties are good for a period of 1 year while grass is warrantied for a period of 3 months.
- If the property owner chooses to relocate, change, upgrade any restoration items, or otherwise makes improvements within areas affected by the remediation activities, and those changes are not mentioned or discussed in this agreement, any change or damage that occurs as results is the liability and responsibility of the property owner. This is true during the implementation of remedial and restoration activities, as well as during any subsequent warranty periods.
- If the owner or resident has questions or concerns, he or she should contact a member of the Property Coordination Team:

Dan Patel (USEPA): 212-637-3924
Alan White (USEPA): 212-637-3925
Luis Hiciano (USACE): 267-608-7809
Michael Cox (USACE): 609-929-0384

Jesse Albert (Sevenson Environmental): 484-274-1372

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Background
This section includes property information that was obtained from investigations and sampling activities **Exterior Property Investigation Findings**

(Use additional sheets as necessa	ry)
Item: An estimated 88.28 CY of contaminated soils to be removed fi	om the property. Please see attached
contract drawings for confirmed areas of excavation. It is noted that	this is a minimum remediation quantity.
Confirmation sampling may warrant additional remediation which t	ne property owner will be informed of
prior to any additional remediation.	
Item: An exterior photo and video survey will be completed on this	
-The photos and video documentation of the exterior conducted by	
the EPA will become an integral part of this restoration agreement t	<u>.</u>
-The property owner or its representative will have the opportunity	· ·
documentation of the pre-remedial condition of the exterior of the	property.
Additional Exterior Information:	
Additional Executor Informations	
	·
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Interior Property Investigation Find	
(Use additional sheets as necessa	*-
Restoration plans for each property will be created by the E	
contractor will adhere to the construction specifications est	ablished for the Kil-Tone Remedial
Action Superfund Site-OU2 Phase I.	
Item: N/A	
Additional Interior Information:	
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Page 3	Initials:

Additional Business Information (if applicable): (Use additional sheets as necessary)

(Ose duditional sheets as necessary)
Hours of Business:
Day/time of reoccurring deliveries:
Other Important Notes:
Items to be removed by the owner before the start of remediation activities*:
(Use additional sheets as necessary)
Items:
-SES to provide disposal of unwanted items located within the excavation area
* The removal, storage, disposal, and/or return of these items are the owner's responsibility. Sevenson
will assist if requested.
Items to be removed by the contractor during remediation activities and NOT REPLACED:
(Use additional sheets as necessary) Item:
-N/A
Items to be removed by the contractor during remediation activities and REPLACED:
Initials:
Page 4 Page 4

(Use additional sheets as necessary Include references to applicable drawings, cut sheets, figures, product selections, etc.)

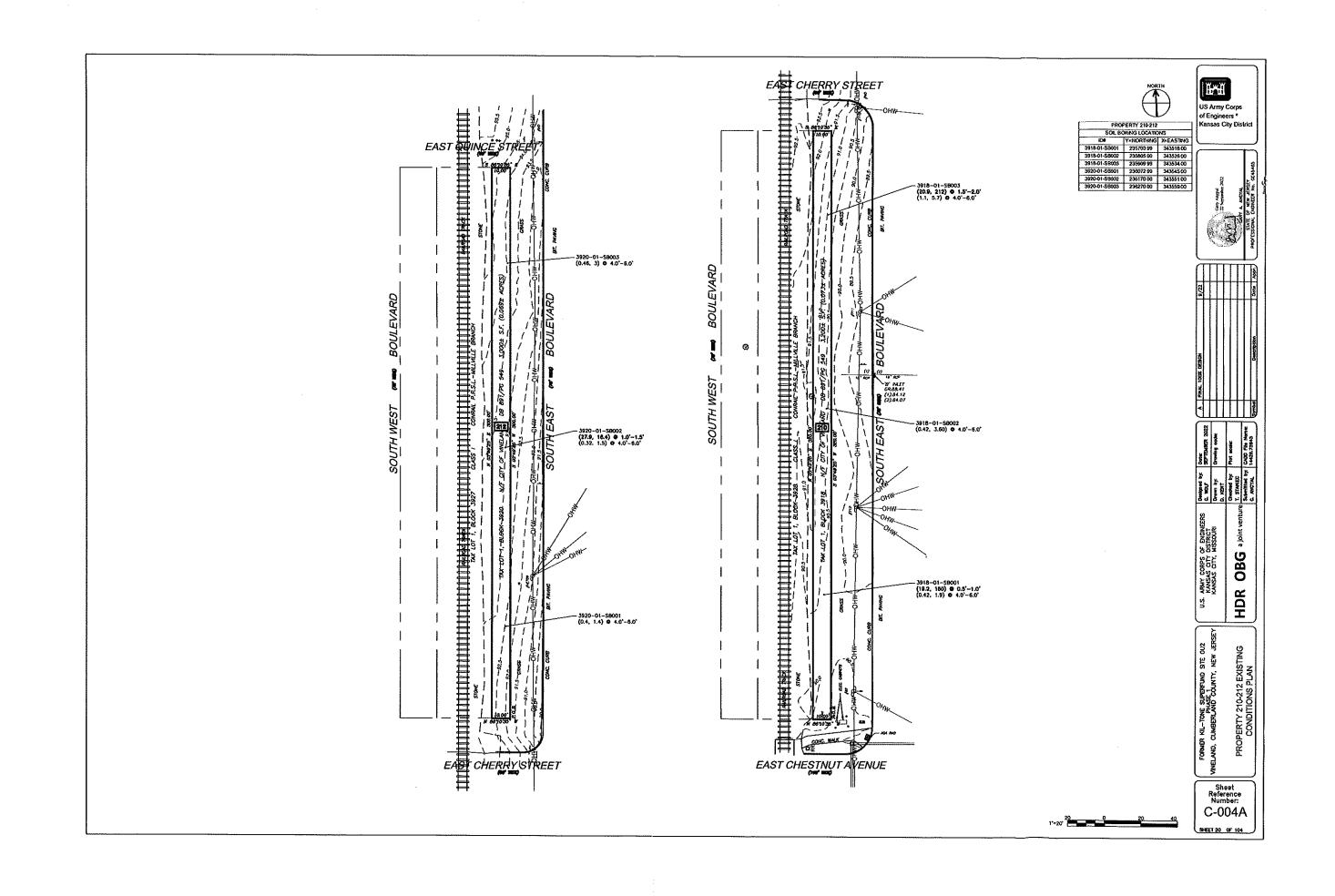
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Item: -Low maintenance region appropriate sod to be used as replacement in grass areas, approximately 3,218 Sq. I	F+
as noted on the restoration drawing.	ι.

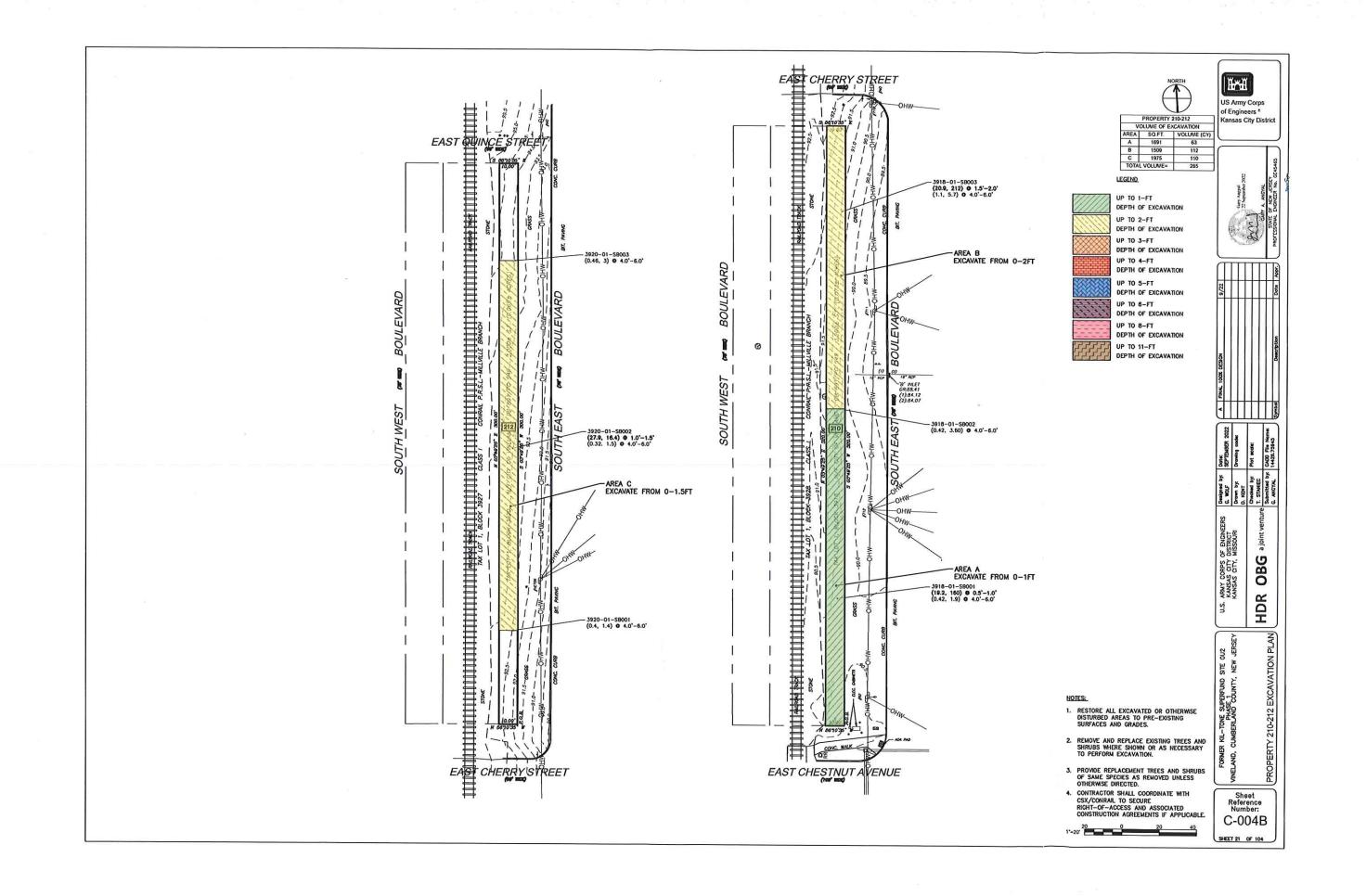
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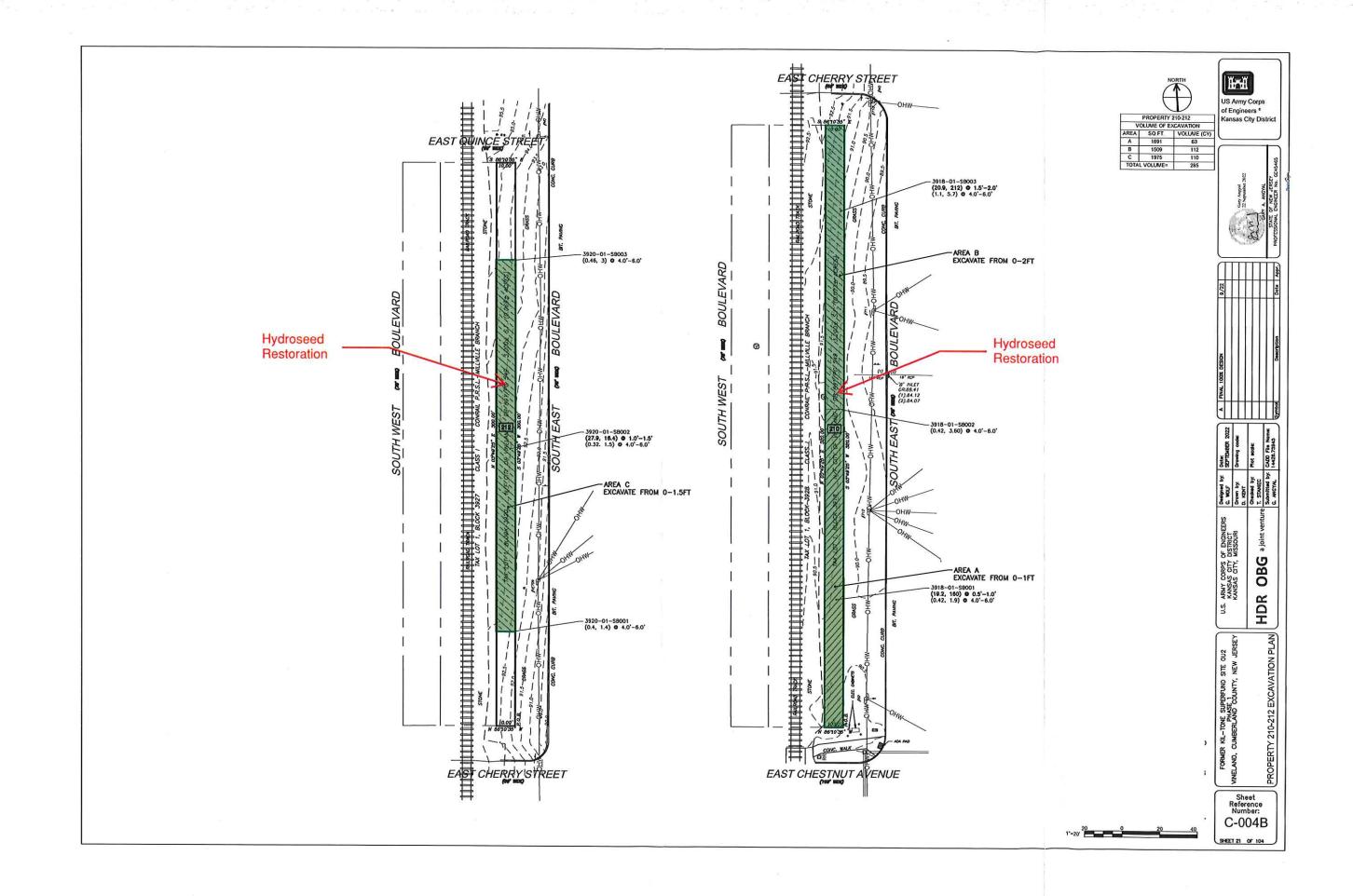
Additional Comments/Special Instructions

- All restoration work will be completed in compliance with US Army Corps of Engineers Requirements.
- Work will be performed as shown within this Restoration Plan and associated attached drawings.
- Some additional tree restoration outside of but in close proximity to remediation areas may be needed if trees are unexpectedly impacted by remedial operations.
- SES will utilize protective equipment mats to limit areas of disturbance outside remediation areas. Any disturbance areas will be restored to original conditions.
- A Security subcontractor will complete rounds during non-working hours to help ensure excavation areas are safe and secure.
- SES to coordinate remediation activities with Conrail

and Restoration Plan(s) for the property located at	certify that the information provided by me in this
Owner's Signature	DATE
Contractor's Representative Signature	7/17/DV2-(
Michael Do	7/17/2024
USACÉ Representative Signature	DATE







UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 2 290 BROADWAY NEW YORK, NY 10007-1866

(212) 637-3000

https://www.epa.gov/aboutepa/epa-region-2

RESTORATION PLAN AGREEMENT FORM

The purpose of this agreement is to provide a mutual agreement as to the removal and restoration activities on your property and to document the condition of the property prior to remediation activities. This will also serve as documentation for the purpose of assuring that restoration activities are completed to the satisfaction of the property owner and the United States Environmental Protection Agency (EPA) for the Kil-Tone Remedial Action Superfund Site Operable Unit 2-Phase I, Vineland, New Jersey.

Page 1	Initials:
Contacts: Bob Dickenson, Richard Tonetta & Greg Gallo (856)794-4000	
Property Owner Contact Information (Phone Number, E-mail, Alt.	Address):
Tenant(s) residing at the address (if different than owner) and con Vacant	tact information:
Property Owner(s): City of Vineland	
Property Address: S. East Blvd & E. Cherry Street (Median), Block 39	920, Lot 1
EPA Property ID: 212	

General Clauses

Remedial and restoration activities will be conducted in accordance with the following provisions:

- All restoration items will be replaced in kind otherwise documented within this restoration agreement. Restoration items that do not meet current City of Vineland code enforcement are requested to be code compliant, if possible, and approved by property owner.
- Only government-authorized personnel will be permitted to perform work on the property during the remedial and restoration activities
- Excavation boundaries are subject to change based on confirmation sampling results.
- To aid with final site grading during restoration, SES requests information on any water infiltration, current or past, into the home or business (e.g., wet basement).
- SES requests information on any known sprinkler systems and underground electric lines in the yard and if they are currently operational?
- All trees, shrubs and plants will be photo documented and identified by professional landscaper prior
 to removal for eventual in-kind restoration. Planting type and size will be based upon nursery
 availability. In the event that the same plant replacement is unavailable, the homeowner will be
 contacted for their input on an acceptable equivalent replacement before proceeding with restoration.
- The landscaping subcontractor will water restored plants/sod/hydroseed at the time of placement and as needed for a period of 3 months or until plantings are dormant, whichever occurs first. Sod/hydroseed will also be maintained (e.g., watered and cut) by the landscaping subcontractor for a period of 3 months. It will then become the resident's responsibility to maintain the restored planting. Plant warranties are good for a period of 1 year while grass is warrantied for a period of 3 months.
- If the property owner chooses to relocate, change, upgrade any restoration items, or otherwise makes improvements within areas affected by the remediation activities, and those changes are not mentioned or discussed in this agreement, any change or damage that occurs as results is the liability and responsibility of the property owner. This is true during the implementation of remedial and restoration activities, as well as during any subsequent warranty periods.
- If the owner or resident has questions or concerns, he or she should contact a member of the Property Coordination Team:

Dan Patel (USEPA): 212-637-3924
Alan White (USEPA): 212-637-3925
Luis Hiciano (USACE): 267-608-7809
Michael Cox (USACE): 609-929-0384

Jesse Albert (Sevenson Environmental): 484-274-1372

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Background

This section includes property information that was obtained from investigations and sampling activities

Exterior Property Investigation Findings

(Use additional sheets as necessary)
Item: An estimated 88.28 CY of contaminated soils to be removed from the property. Please see attached
contract drawings for confirmed areas of excavation. It is noted that this is a minimum remediation quantity.
Confirmation sampling may warrant additional remediation which the property owner will be informed of
prior to any additional remediation.
Item: An exterior photo and video survey will be completed on this property prior to excavation activities.
-The photos and video documentation of the exterior conducted by the remediation contractor on behalf of
the EPA will become an integral part of this restoration agreement to document pre-remedial conditions.
-The property owner or its representative will have the opportunity to witness the photo and video
documentation of the pre-remedial condition of the exterior of the property.
Additional Exterior Information:
Traditional Exterior miorinations
Interior Property Investigation Findings
(Use additional sheets as necessary)
Restoration plans for each property will be created by the EPA contractor. The remediation
contractor will adhere to the construction specifications established for the Kil-Tone Remedial
Action Superfund Site-OU2 Phase I.
Item: N/A
Additional Interior Information:
Additional Dusiness Information (if any limb)
Additional Business Information (if applicable):
(Use additional sheets as necessary)
Initials:

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Other Important Notes:		
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Items to be rem	oved by the owner before the start of remediation activities*:	
Items:	(Use additional sheets as necessary)	
	wanted items located within the excavation area	
	osal, and/or return of these items are the owner's responsibility. Sevensor	7
* The removal, storage, dispo will assist if requested.	osal, and/or return of these items are the owner's responsibility. Sevensor	n
will assist if requested.	by the contractor during remediation activities and NOT REPLACED:	n
will assist if requested. Items to be removed		7
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will assist if requested. Items to be removed Item:	by the contractor during remediation activities and NOT REPLACED:	7
Items to be removed Item: -N/A Items to be removed	by the contractor during remediation activities and NOT REPLACED: (Use additional sheets as necessary) ed by the contractor during remediation activities and REPLACED:	
Items to be removed Item: -N/A Items to be removed	by the contractor during remediation activities and NOT REPLACED: (Use additional sheets as necessary) ed by the contractor during remediation activities and REPLACED: s necessary Include references to applicable drawings, cut sheets, figures,	
Items to be removed Item: -N/A Items to be removed	by the contractor during remediation activities and NOT REPLACED: (Use additional sheets as necessary) ed by the contractor during remediation activities and REPLACED:	

Item:
-Low maintenance region appropriate sod to be used as replacement in grass areas, approximately 2,039 Sq. Ft.
as noted on the restoration drawing.

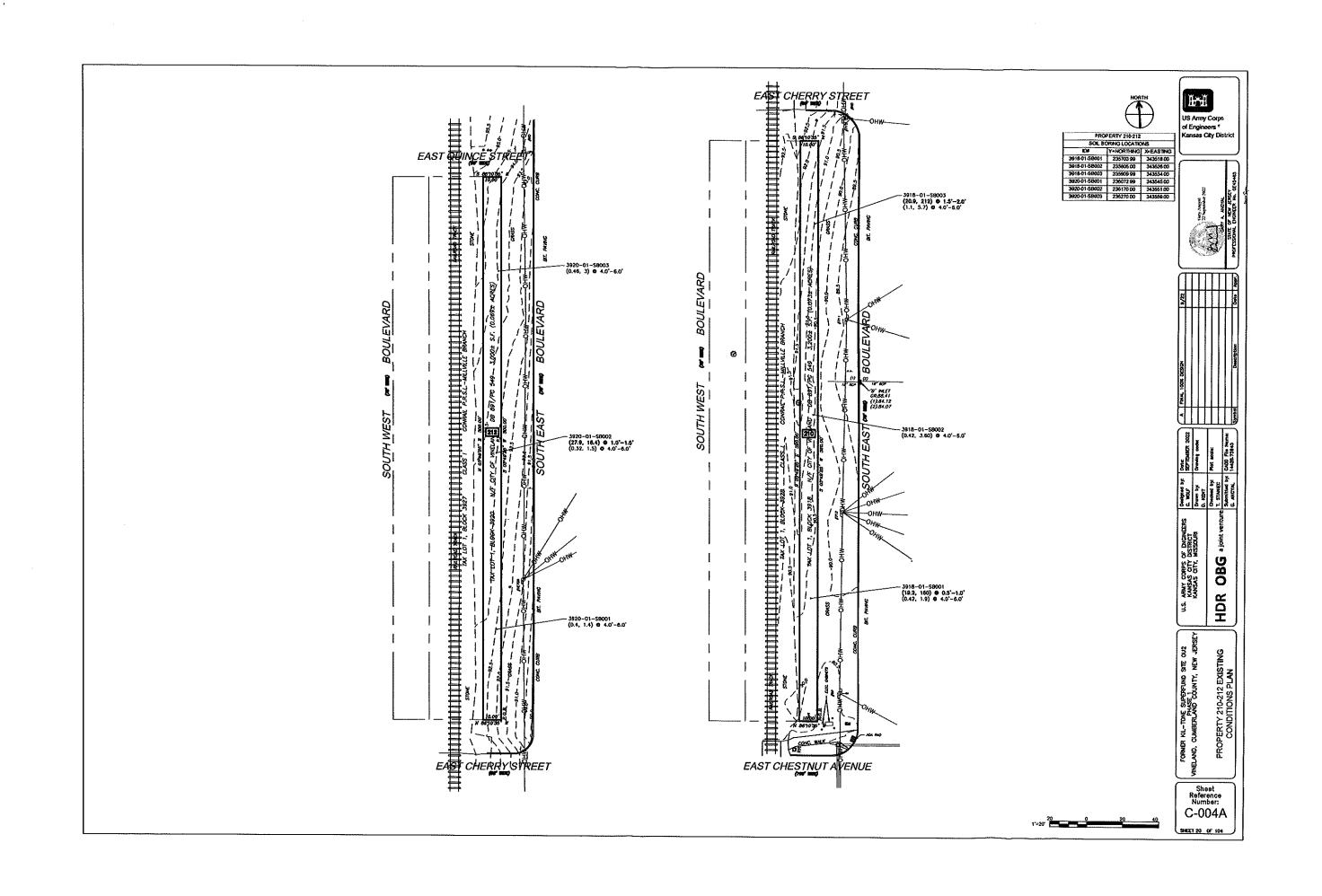
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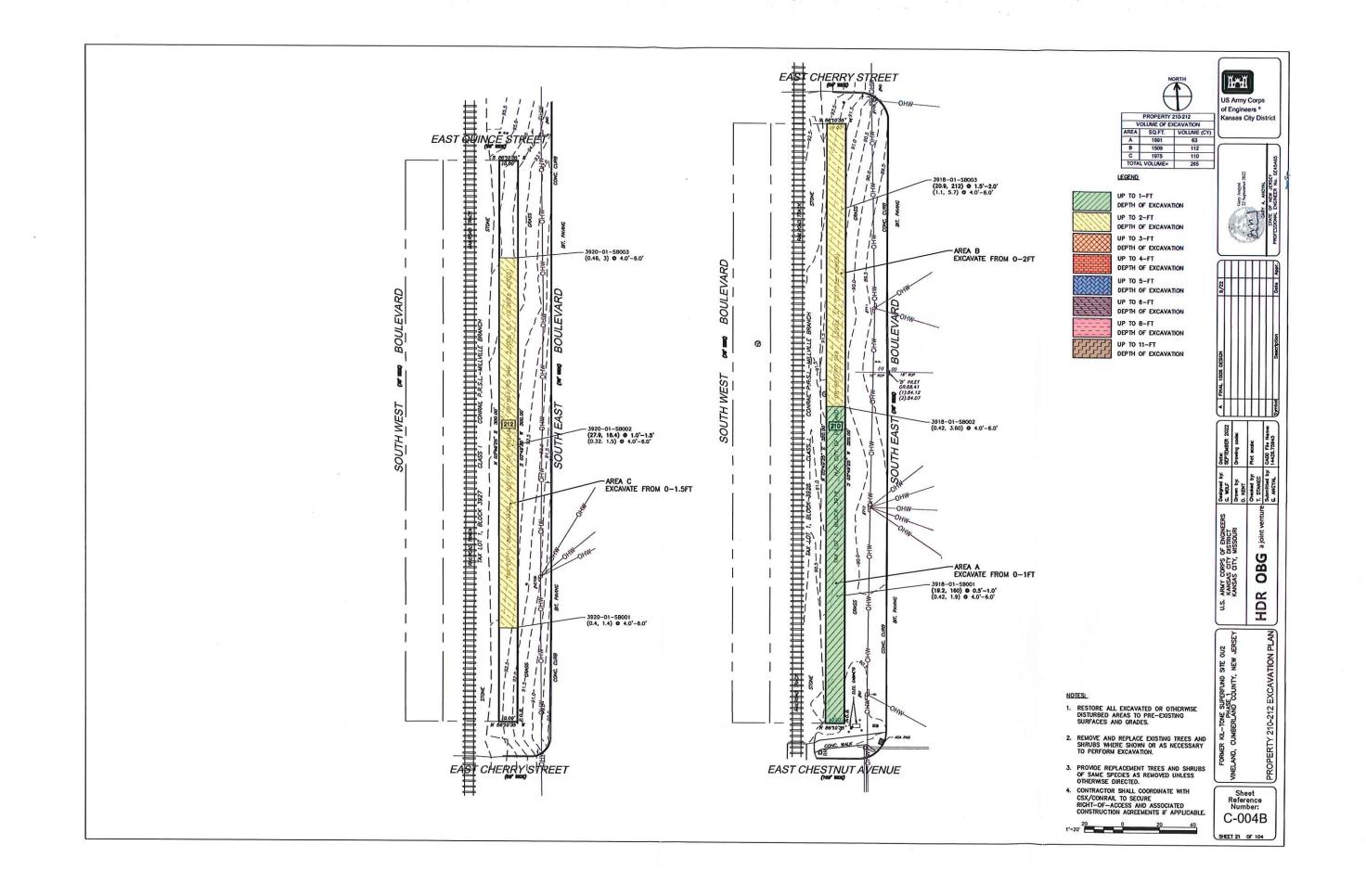
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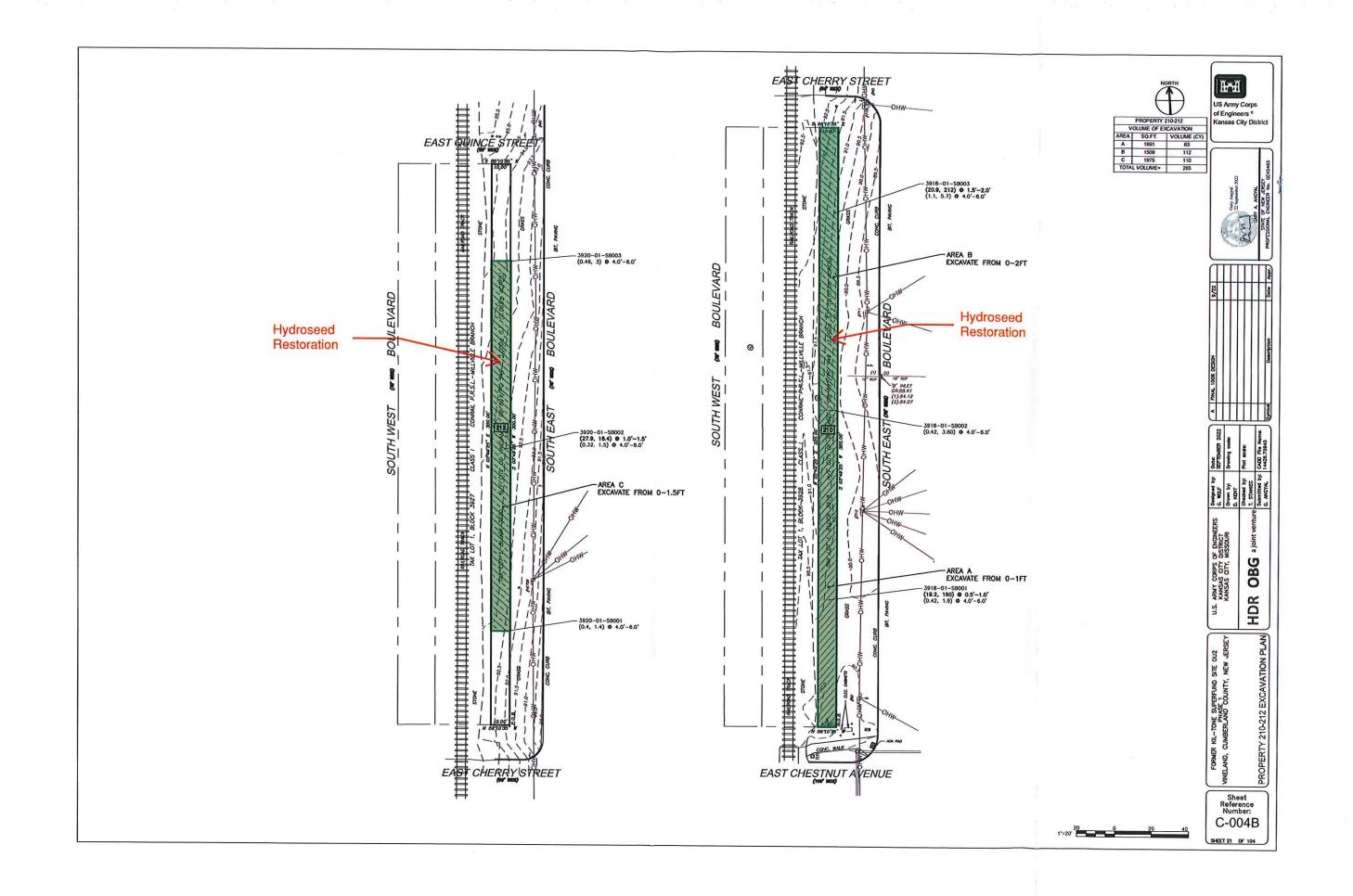
Additional Comments/Special Instructions

- All restoration work will be completed in compliance with US Army Corps of Engineers Requirements.
- Work will be performed as shown within this Restoration Plan and associated attached drawings.
- Some additional tree restoration outside of but in close proximity to remediation areas may be needed if trees are unexpectedly impacted by remedial operations.
- SES will utilize protective equipment mats to limit areas of disturbance outside remediation areas. Any disturbance areas will be restored to original conditions.
- A Security subcontractor will complete rounds during non-working hours to help ensure excavation areas are safe and secure.
- SES to coordinate remediation activities with Conrail

and Restoration Plan(s) for the property locate her		ress referenced on the first page. I, nat the information provided by me in this
agreement is to the best of my knowledge tru		
restoration of my property as outlined in this		
·		
Owner's Signature		DATE
2 f		7/17/2021
Contractor's Representative Signature		DATE
Muhalle		7/17/2024
USACE Representative Signature		DATE
	– Page 6	Initials:







UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 2 290 BROADWAY NEW YORK, NY 10007-1866

(212) 637-3000

https://www.epa.gov/aboutepa/epa-region-2

RESTORATION PLAN AGREEMENT FORM

The purpose of this agreement is to provide a mutual agreement as to the removal and restoration activities on your property and to document the condition of the property prior to remediation activities. This will also serve as documentation for the purpose of assuring that restoration activities are completed to the satisfaction of the property owner and the United States Environmental Protection Agency (EPA) for the Kil-Tone Remedial Action Superfund Site Operable Unit 2-Phase I, Vineland, New Jersey.

EPA Property ID: 231
Property Address: 519 E. Quince St. Vineland NJ 08360, Block 4109, Lot 6
Property Owner(s): City of Vineland
Tenant(s) residing at the address (if different than owner) and contact information: Vacant
vacant
,
Property Owner Contact Information (Phone Number, E-mail, Alt. Address):
Contacts: Bob Dickenson, Richard Tonetta & Greg Gallo
(856)794-4000
V 1 _
Page 1 Initials:



General Clauses

Remedial and restoration activities will be conducted in accordance with the following provisions:

- All restoration items will be replaced in kind otherwise documented within this restoration agreement. Restoration items that do not meet current City of Vineland code enforcement are requested to be code compliant, if possible, and approved by property owner.
- Only government-authorized personnel will be permitted to perform work on the property during the remedial and restoration activities
- Excavation boundaries are subject to change based on confirmation sampling results.
- To aid with final site grading during restoration, SES requests information on any water infiltration, current or past, into the home or business (e.g., wet basement).
- SES requests information on any known sprinkler systems and underground electric lines in the yard and if they are currently operational?
- All trees, shrubs and plants will be photo documented and identified by professional landscaper prior to removal for eventual in-kind restoration. Planting type and size will be based upon nursery availability. In the event that the same plant replacement is unavailable, the homeowner will be contacted for their input on an acceptable equivalent replacement before proceeding with restoration.
- The landscaping subcontractor will water restored plants/sod/hydroseed at the time of placement and as needed for a period of 3 months or until plantings are dormant, whichever occurs first. Sod/hydroseed will also be maintained (e.g., watered and cut) by the landscaping subcontractor for a period of 3 months. It will then become the resident's responsibility to maintain the restored planting. Plant warranties are good for a period of 1 year while grass is warrantied for a period of 3 months.
- If the property owner chooses to relocate, change, upgrade any restoration items, or otherwise makes improvements within areas affected by the remediation activities, and those changes are not mentioned or discussed in this agreement, any change or damage that occurs as results is the liability and responsibility of the property owner. This is true during the implementation of remedial and restoration activities, as well as during any subsequent warranty periods.
- If the owner or resident has questions or concerns, he or she should contact a member of the Property Coordination Team:

Dan Patel (USEPA): 212-637-3924
Alan White (USEPA): 212-637-3925
Luis Hiciano (USACE): 267-608-7809
Michael Cox (USACE): 609-929-0384

Jesse Albert (Sevenson Environmental): 484-274-1372

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Page 2	······································

Background

This section includes property information that was obtained from investigations and sampling activities

Exterior Property Investigation Findings

(Use additional sheets as necessary)
Item: An estimated 88.28 CY of contaminated soils to be removed from the property. Please see attached contract drawings for confirmed areas of excavation. It is noted that this is a minimum remediation quantity. Confirmation sampling may warrant additional remediation which the property owner will be informed of prior to any additional remediation.
Item: An exterior photo and video survey will be completed on this property prior to excavation activities. -The photos and video documentation of the exterior conducted by the remediation contractor on behalf of the EPA will become an integral part of this restoration agreement to document pre-remedial conditions. -The property owner or its representative will have the opportunity to witness the photo and video documentation of the pre-remedial condition of the exterior of the property.
Additional Exterior Information:
 Interior Property Investigation Findings (Use additional sheets as necessary) Restoration plans for each property will be created by the EPA contractor. The remediation contractor will adhere to the construction specifications established for the Kil-Tone Remedial Action Superfund Site-OU2 Phase I.
Item: N/A
Additional Interior Information:

– Page 3 –

Initials:_

Additional Business Information (if applicable):

(Use additional sheets as necessary) Hours of Business: Day/time of reoccurring deliveries: Other Important Notes: Items to be removed by the owner before the start of remediation activities*: (Use additional sheets as necessary) -SES to provide disposal of unwanted items located within the excavation area * The removal, storage, disposal, and/or return of these items are the owner's responsibility. Sevenson will assist if requested. Items to be removed by the contractor during remediation activities and **NOT REPLACED**: (Use additional sheets as necessary) Item: -N/A Items to be removed by the contractor during remediation activities and REPLACED: Initials: Page 4 -

(Use additional sheets as necessary Include references to applicable drawings, cut sheets, figures, product selections, etc.)

product selections, etc.)
Item:
-All areas remediated will be backfilled with clean fill and topped with 6" of ¾ clean stone per contract drawing
notes. An estimated 7,497 Square Feet of ¾ clean stone to be placed.
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Page 5

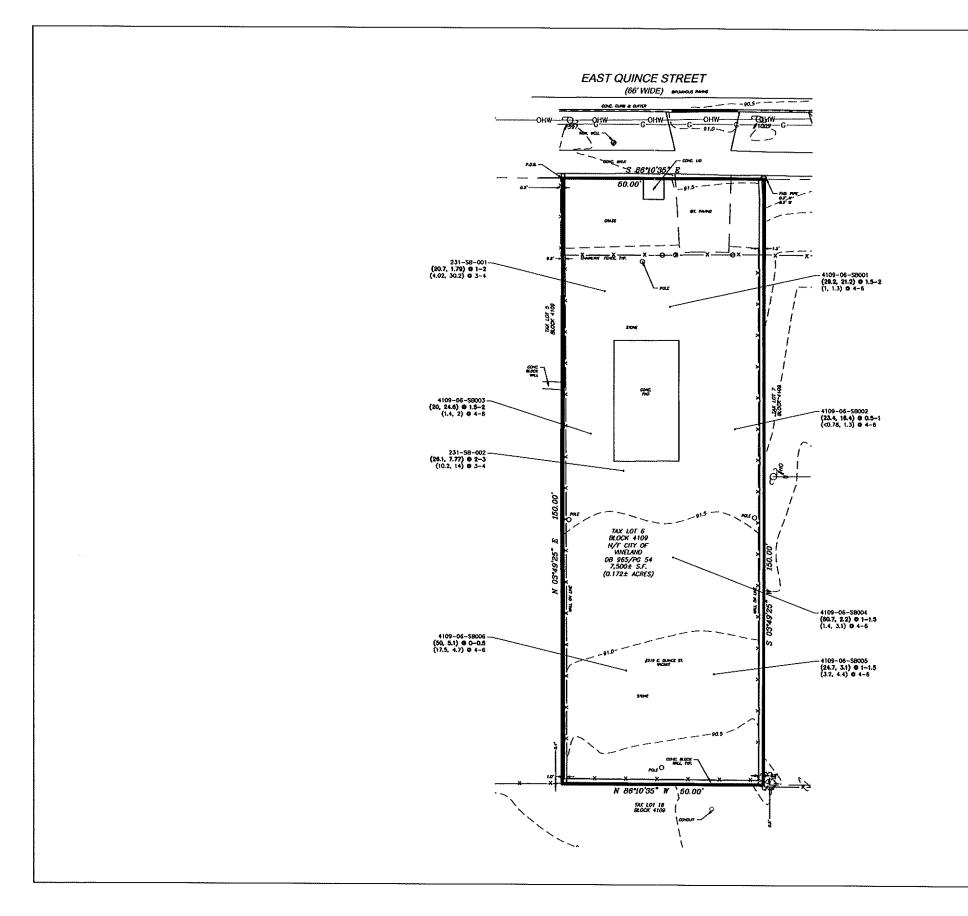
Initials:_

Additional Comments/Special Instructions

- All restoration work will be completed in compliance with US Army Corps of Engineers Requirements.
- Work will be performed as shown within this Restoration Plan and associated attached drawings.
- Some additional tree restoration outside of but in close proximity to remediation areas may be needed if trees are unexpectedly impacted by remedial operations.
- SES will utilize protective equipment mats to limit areas of disturbance outside remediation areas. Any disturbance areas will be restored to original conditions.
- A Security subcontractor will complete rounds during non-working hours to help ensure excavation areas are safe and secure.

	······································					
I acknowledge that I have reviewed this Restora and Restoration Plan(s) for the property located	tion Agreement and the attached Exterior Remediation at the address referenced on the first page. I,					
hereby certify that the information provided by me in this						
agreement is to the best of my knowledge true, accurate, and complete. I agree to the removal and						
restoration of my property as outlined in this ag	reement					
·						
Owner's Signature	DATE					
De do	1/17/2024					
Contractor's Representative Signature	DATE					
Marhail Con	7/17/2024					
USACE Representative Signature	DATE					
	Initials:					

Page 6





PROPERTY 231

#519 E OUNCE STREET

SOIL BORNIS (JOCATIONS

ID# Y=NORTH-NIG X=EASTING)

231-SB-002 226623.48 3159-0.71

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4109-0-5-80003 22623.17 3459-0.06

4109-0-5-80004 226201.28 3459-0.66

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	US Army Corps
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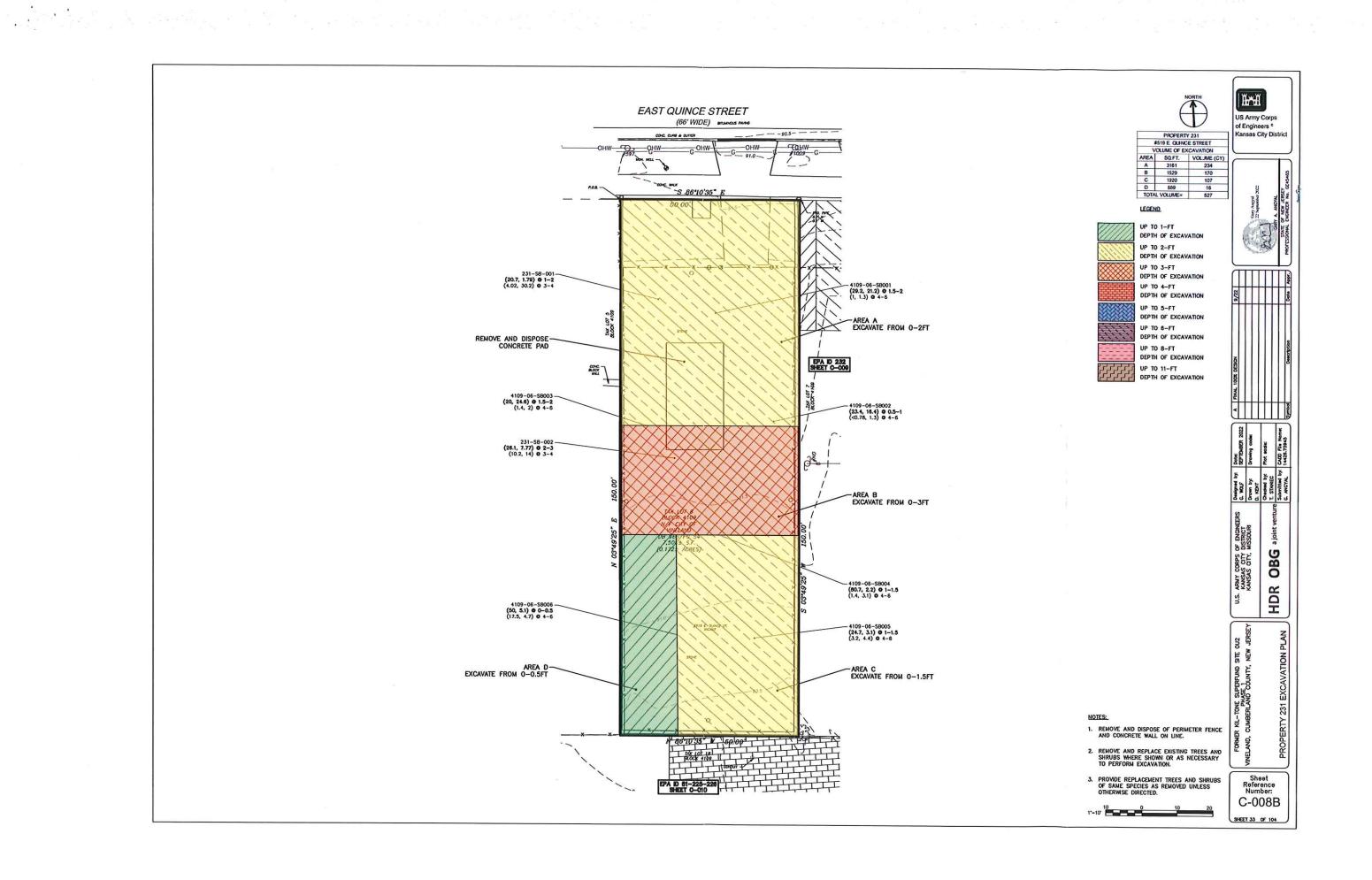
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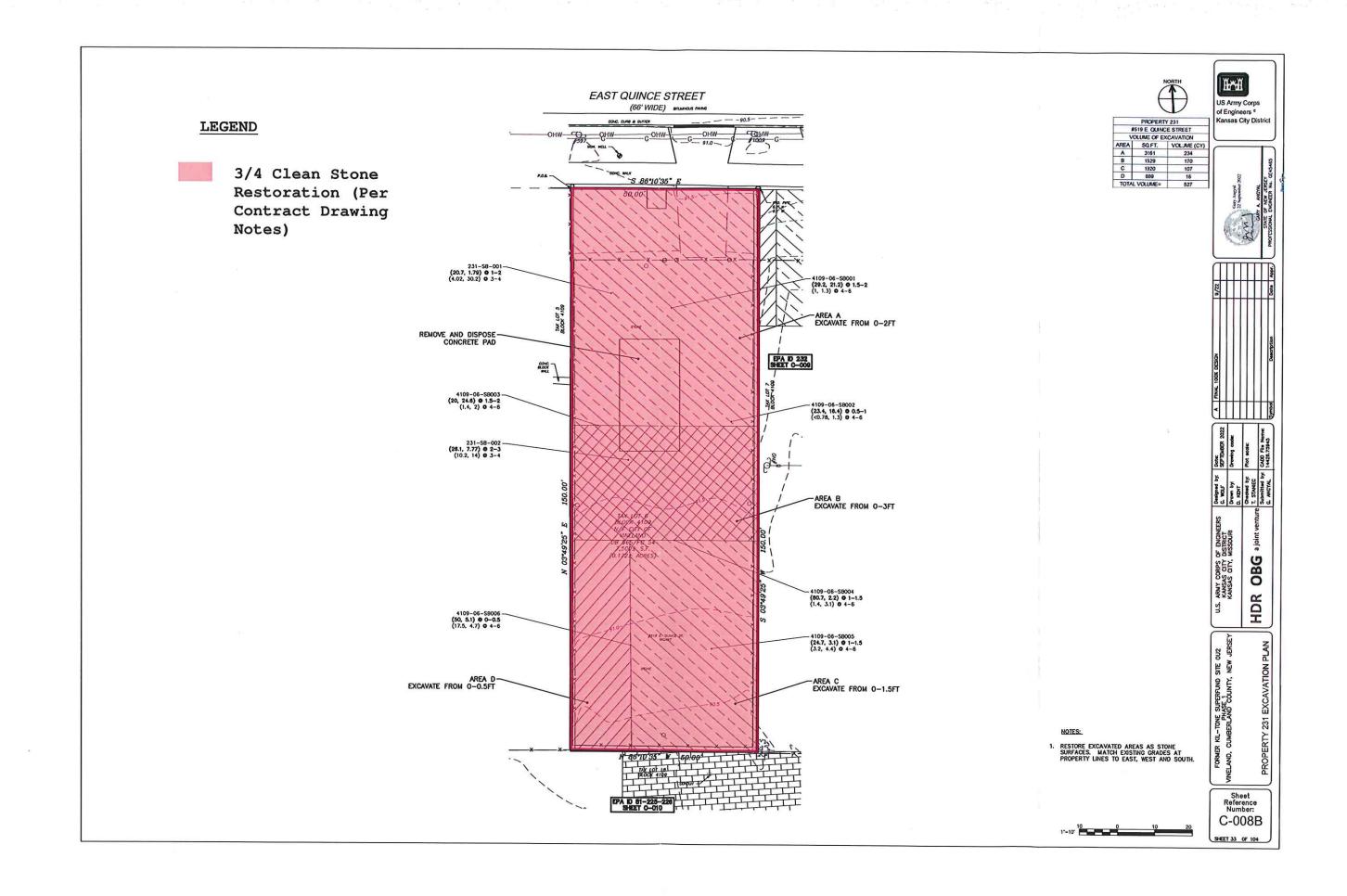
HDR OBG a joint venture U.S. ARMY CORPS OF ENGINEERS KANSAS GTY DISTRICT KANSAS GTY, MISSOURI

PROPERTY 231 EXISTING CONDITIONS PLAN

Sheet Reference Number: C-008A

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 2 290 BROADWAY NEW YORK, NY 10007-1866 (212) 637-3000

https://www.epa.gov/aboutepa/epa-region-2

RESTORATION PLAN AGREEMENT FORM

The purpose of this agreement is to provide a mutual agreement as to the removal and restoration activities on your property and to document the condition of the property prior to remediation activities. This will also serve as documentation for the purpose of assuring that restoration activities are completed to the satisfaction of the property owner and the United States Environmental Protection Agency (EPA) for the Kil-Tone Remedial Action Superfund Site Operable Unit 2-Phase I, Vineland, New Jersey.

EPA Property ID: 320
Property Address: 520 S. Seventh St. Vineland NJ 08360, Block 4110, Lot 12
Property Owner(s): City of Vineland
Tenant(s) residing at the address (if different than owner) and contact information:
Vacant
Property Owner Contact Information (Phone Number, E-mail, Alt. Address):
Contacts: Bob Dickenson, Richard Tonetta & Greg Gallo
(856)794-4000
Initials:
Page 1 — Initials.

General Clauses

Remedial and restoration activities will be conducted in accordance with the following provisions:

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- SES requests information on any known sprinkler systems and underground electric lines in the yard and if they are currently operational?
- All trees, shrubs and plants will be photo documented and identified by professional landscaper prior to removal for eventual in-kind restoration. Planting type and size will be based upon nursery availability. In the event that the same plant replacement is unavailable, the homeowner will be contacted for their input on an acceptable equivalent replacement before proceeding with restoration.
- The landscaping subcontractor will water restored plants/sod/hydroseed at the time of placement and as needed for a period of 3 months or until plantings are dormant, whichever occurs first. Sod/hydroseed will also be maintained (e.g., watered and cut) by the landscaping subcontractor for a period of 3 months. It will then become the resident's responsibility to maintain the restored planting. Plant warranties are good for a period of 1 year while grass is warrantied for a period of 3 months.
- If the property owner chooses to relocate, change, upgrade any restoration items, or otherwise makes improvements within areas affected by the remediation activities, and those changes are not mentioned or discussed in this agreement, any change or damage that occurs as results is the liability and responsibility of the property owner. This is true during the implementation of remedial and restoration activities, as well as during any subsequent warranty periods.
- If the owner or resident has questions or concerns, he or she should contact a member of the Property Coordination Team:

Dan Patel (USEPA): 212-637-3924
Alan White (USEPA): 212-637-3925
Luis Hiciano (USACE): 267-608-7809
Michael Cox (USACE): 609-929-0384
Jesse Albert (Sevenson Environmental): 484-274-1372

	Initials:
 Page 2	

Background

This section includes property information that was obtained from investigations and sampling activities

Exterior Property Investigation Findings

(Use additional sheets as necessary)
Item: An estimated 88.28 CY of contaminated soils to be removed from the property. Please see attached
contract drawings for confirmed areas of excavation. It is noted that this is a minimum remediation quantity.
Confirmation sampling may warrant additional remediation which the property owner will be informed of
prior to any additional remediation.
Item: An exterior photo and video survey will be completed on this property prior to excavation activities.
-The photos and video documentation of the exterior conducted by the remediation contractor on behalf of
the EPA will become an integral part of this restoration agreement to document pre-remedial conditions.
-The property owner or its representative will have the opportunity to witness the photo and video
documentation of the pre-remedial condition of the exterior of the property.
Additional Exterior Information:
Additional Exterior information.
Interior Property Investigation Findings
(Use additional sheets as necessary)
Restoration plans for each property will be created by the EPA contractor. The remediation
contractor will adhere to the construction specifications established for the Kil-Tone Remedial
Action Superfund Site-OU2 Phase I.
Item: N/A
·
Additional Interior Information:
Additional Business Information (if applicable):
(Use additional sheets as necessary)
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Page 3 Initials:

ours of Business:
y/time of reoccurring deliveries:
her Important Notes:
Items to be removed by the owner before the start of remediation activities*:
(Use additional sheets as necessary)
ems:
ES to provide disposal of unwanted items located within the excavation area
ES to provide disposal of driwanted items located within the excavation area
* The removal, storage, disposal, and/or return of these items are the owner's responsibility. Sevenson
vill assist if requested.
Items to be removed by the contractor during remediation activities and NOT REPLACED:
(Use additional sheets as necessary)
rem:
N/A
y.,
Items to be removed by the contractor during remodiation activities and DEDI ACED.
Items to be removed by the contractor during remediation activities and REPLACED:
(Use additional sheets as necessary Include references to applicable drawings, cut sheets, figures,
product selections, etc.)
Initials:
Page 4 Page 4
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Item: -Approximately 6 deciduous trees (Dogwood or equivalent) and 15 shrubs (boxwood or equivalent) located on the northern side of the property in the landscaped area with approximately 678 Sq. Ft. of mulching. -Low maintenance region appropriate sod to be used as replacement in grass areas, approximately 1,178 Sq. Ft. as noted on the restoration drawing. -Parking area to be restored with DGA stone as noted on the restoration drawing. Approximately 5,547 Sq. Ft to be restored. -Approximately 140 linear feet of concrete curb to be replaced on the northern side of the property as noted on the restoration drawing.
the restoration drawing.

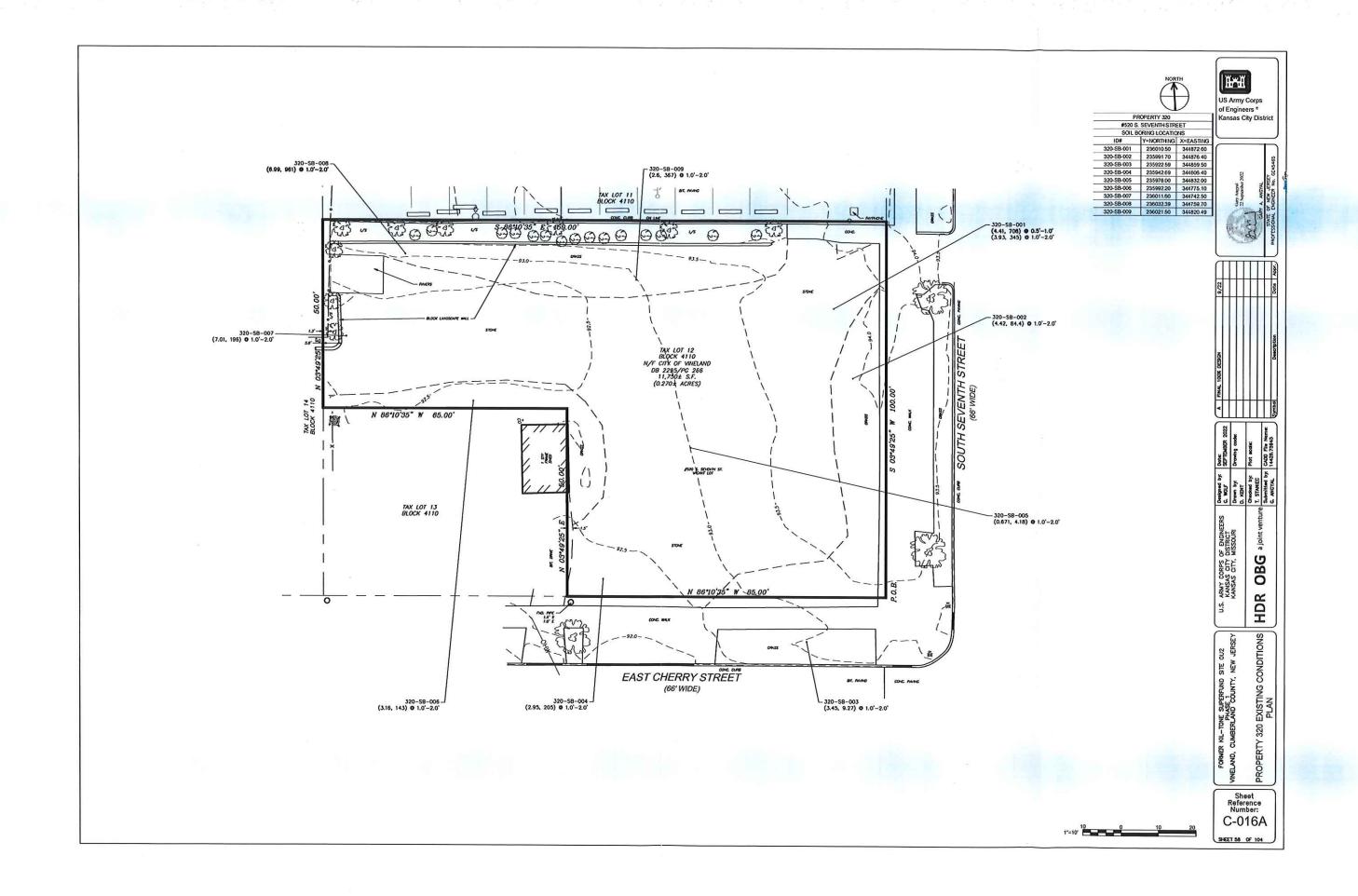
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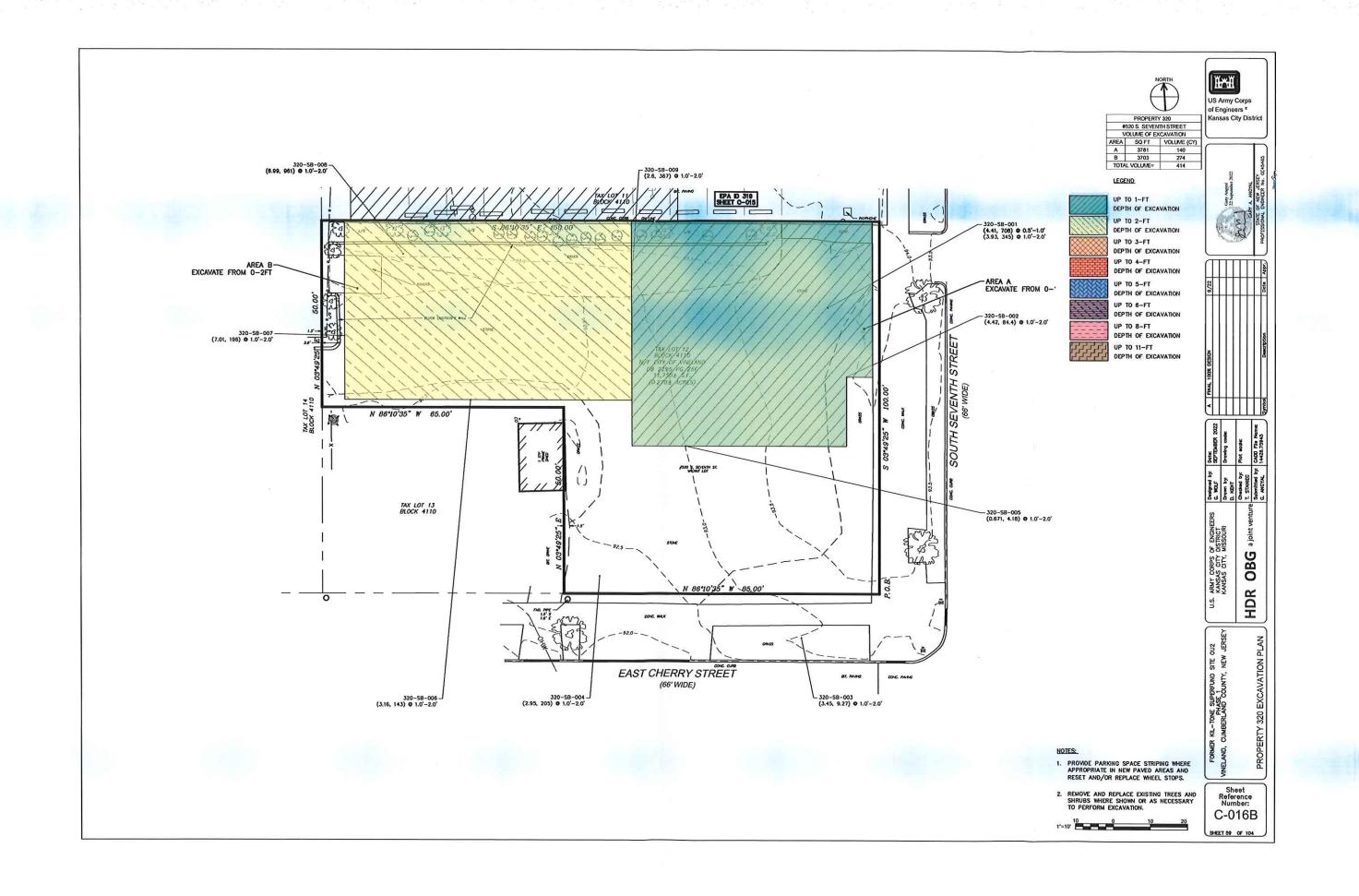
ately 6 deciduous trees (Dogwood or equivalent) and 15 shrubs (boxwood or equivalent) located on rn side of the property in the landscaped area with approximately 678 Sq. Ft. of mulching. tenance region appropriate sod to be used as replacement in grass areas, approximately 1,178 Sq. Ft. in the restoration drawing. The restoration drawing area to be restored with DGA stone as noted on the restoration drawing. Approximately 5,547 Sq. Ft to d. ately 140 linear feet of concrete curb to be replaced on the northern side of the property as noted or attending.	t.
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Page 5 Initials:	

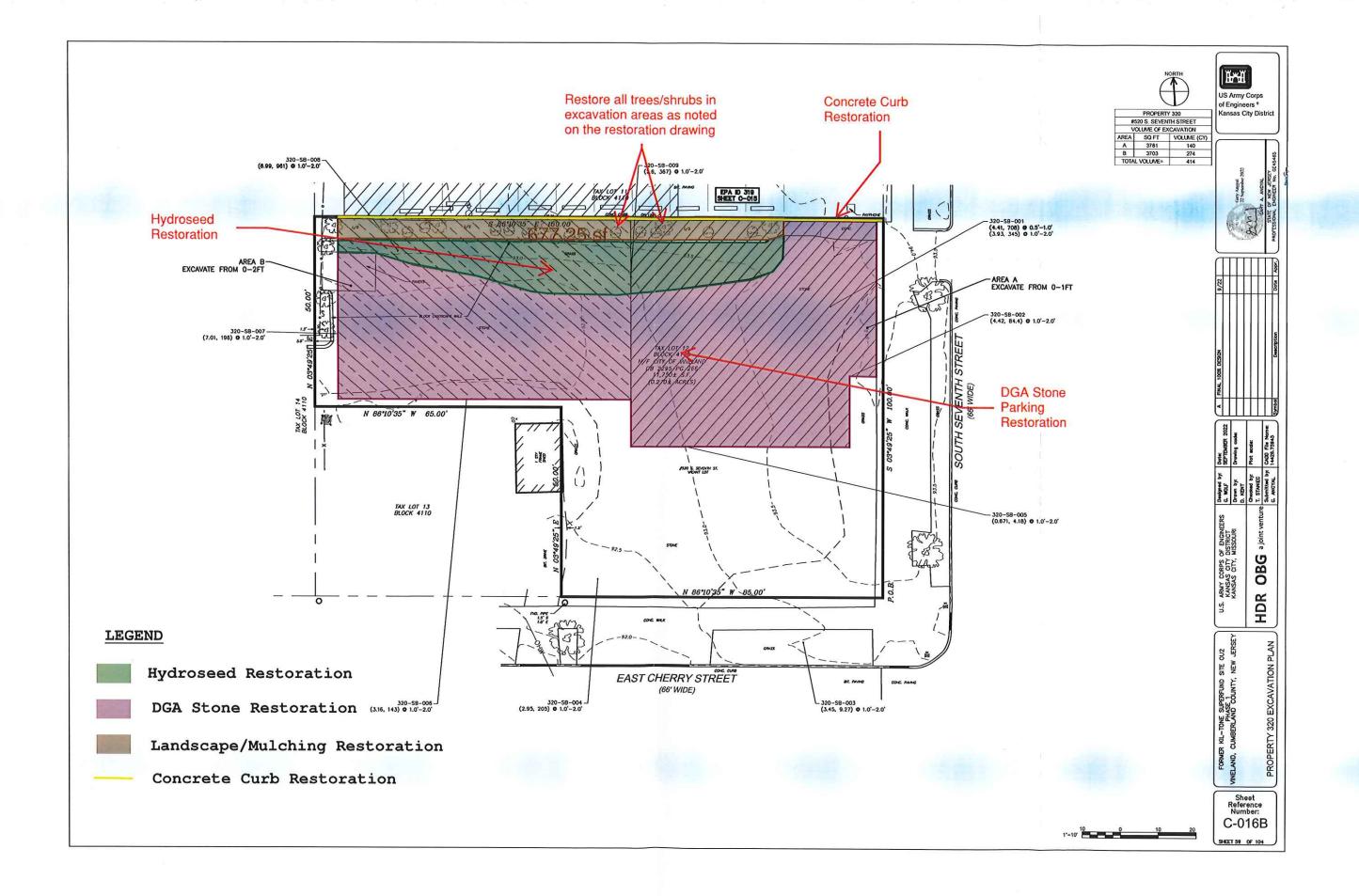
Additional Comments/Special Instructions

- All restoration work will be completed in compliance with US Army Corps of Engineers Requirements.
- Work will be performed as shown within this Restoration Plan and associated attached drawings.
- Some additional tree restoration outside of but in close proximity to remediation areas may be needed if trees are unexpectedly impacted by remedial operations.
- SES will utilize protective equipment mats to limit areas of disturbance outside remediation areas. Any disturbance areas will be restored to original conditions.
- A Security subcontractor will complete rounds during non-working hours to help ensure excavation areas are safe and secure.

I acknowledge that I have reviewed this Restoratio	n Agreement and the attached Ex	kterior Remediation			
and Restoration Plan(s) for the property located at the address referenced on the first page. I,					
, hereby	, hereby certify that the information provided by me in this				
agreement is to the best of my knowledge true, ac	curate, and complete. I agree to t	the removal and			
restoration of my property as outlined in this agree	ement				
Owner's Signature	DATE				
SA	7/17/2004				
Contractor's Representative Signature	DATE				
Whehael Al	7/17/2024				
USACE Representative Signature	DATE				
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 2 290 BROADWAY NEW YORK, NY 10007-1866

(212) 637-3000

https://www.epa.gov/aboutepa/epa-region-2

RESTORATION PLAN AGREEMENT FORM

The purpose of this agreement is to provide a mutual agreement as to the removal and restoration activities on your property and to document the condition of the property prior to remediation activities. This will also serve as documentation for the purpose of assuring that restoration activities are completed to the satisfaction of the property owner and the United States Environmental Protection Agency (EPA) for the Kil-Tone Remedial Action Superfund Site Operable Unit 2-Phase I, Vineland, New Jersey.

EPA Property ID: 321
Property Address: 702 E. Quince St. Vineland NJ 08360, Block 4106, Lot 16
Property Owner(s): City of Vineland
Troperty Owner(s). Only of Vinciana
Tenant(s) residing at the address (if different than owner) and contact information: Vacant
· ·
Property Owner Contact Information (Phone Number, E-mail, Alt. Address):
Contacts: Bob Dickenson, Richard Tonetta & Greg Gallo
(856)794-4000
Initials:

Page 1



General Clauses

Remedial and restoration activities will be conducted in accordance with the following provisions:

- All restoration items will be replaced in kind otherwise documented within this restoration agreement. Restoration items that do not meet current City of Vineland code enforcement are requested to be code compliant, if possible, and approved by property owner.
- Only government-authorized personnel will be permitted to perform work on the property during the remedial and restoration activities
- Excavation boundaries are subject to change based on confirmation sampling results.
- To aid with final site grading during restoration, SES requests information on any water infiltration, current or past, into the home or business (e.g., wet basement).
- SES requests information on any known sprinkler systems and underground electric lines in the yard and if they are currently operational?
- All trees, shrubs and plants will be photo documented and identified by professional landscaper prior to removal for eventual in-kind restoration. Planting type and size will be based upon nursery availability. In the event that the same plant replacement is unavailable, the homeowner will be contacted for their input on an acceptable equivalent replacement before proceeding with restoration.
- The landscaping subcontractor will water restored plants/sod/hydroseed at the time of placement and as needed for a period of 3 months or until plantings are dormant, whichever occurs first. Sod/hydroseed will also be maintained (e.g., watered and cut) by the landscaping subcontractor for a period of 3 months. It will then become the resident's responsibility to maintain the restored planting. Plant warranties are good for a period of 1 year while grass is warrantied for a period of 3 months.
- If the property owner chooses to relocate, change, upgrade any restoration items, or otherwise makes improvements within areas affected by the remediation activities, and those changes are not mentioned or discussed in this agreement, any change or damage that occurs as results is the liability and responsibility of the property owner. This is true during the implementation of remedial and restoration activities, as well as during any subsequent warranty periods.
- If the owner or resident has questions or concerns, he or she should contact a member of the Property Coordination Team:

Dan Patel (USEPA): 212-637-3924
Alan White (USEPA): 212-637-3925
Luis Hiciano (USACE): 267-608-7809
Michael Cox (USACE): 609-929-0384
Jesse Albert (Sevenson Environmental): 484-274-1372

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 Page 4	

Background

This section includes property information that was obtained from investigations and sampling activities

Exterior Property Investigation Findings

(Use additional sheets as necessary)
Item: An estimated 160 CY of contaminated soils to be removed from the property. Please see attached contract drawings for confirmed areas of excavation. It is noted that this is a minimum remediation quantity. Confirmation sampling may warrant additional remediation which the property owner will be informed of prior to any additional remediation.
Item: An exterior photo and video survey will be completed on this property prior to excavation activities. -The photos and video documentation of the exterior conducted by the remediation contractor on behalf of the EPA will become an integral part of this restoration agreement to document pre-remedial conditions. -The property owner or its representative will have the opportunity to witness the photo and video documentation of the pre-remedial condition of the exterior of the property.
Additional Exterior Information:
Interior Property Investigation Findings
(Use additional sheets as necessary)
 Restoration plans for each property will be created by the EPA contractor. The remediation contractor will adhere to the construction specifications established for the Kil-Tone Remedial Action Superfund Site-OU2 Phase I.
Item: N/A
Additional Interior Information:

— Page 3 —

Initials:_



Additional Business Information (if applicable):

(Use additional sheets as necessary)
lours of Business:
Day/time of reoccurring deliveries:
Other Important Notes:
Items to be removed by the owner before the start of remediation activities*:
(Use additional sheets as necessary)
Items:
-SES to provide disposal of unwanted items located within the excavation area
* The removal, storage, disposal, and/or return of these items are the owner's responsibility. Sevenson
will assist if requested.
Items to be removed by the contractor during remediation activities and NOT REPLACED:
(Use additional sheets as necessary)
Item:
-N/A
Items to be removed by the contractor during remediation activities and REPLACED:
Initials:
Page 4 Initials:

(Use additional sheets as necessary Include references to applicable drawings, cut sheets, figures, product selections, etc.)

product selections, etc.)			
Item: -Low maintenance region appropriate hydroseed to be used as replacement in grass areas, approximately 4,106 Sq. Ft. as noted on the restoration drawing.			
-Portions of concrete barrier wall may need to be removed and restored or possibly replaced. Approximately 76 Linear Feet, as noted on the restoration drawing.			

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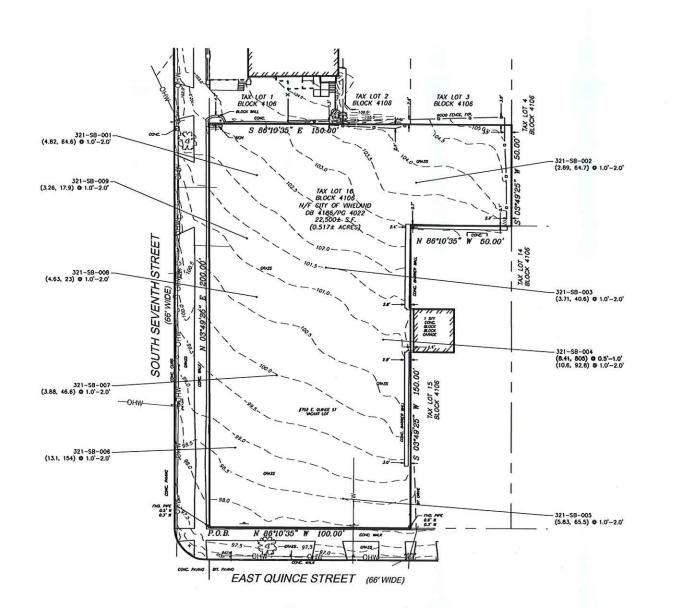
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Additional Comments/Special Instructions

- All restoration work will be completed in compliance with US Army Corps of Engineers Requirements.
- Work will be performed as shown within this Restoration Plan and associated attached drawings.
- Some additional tree restoration outside of but in close proximity to remediation areas may be needed if trees are unexpectedly impacted by remedial operations.
- SES will utilize protective equipment mats to limit areas of disturbance outside remediation areas. Any disturbance areas will be restored to original conditions.
- A Security subcontractor will complete rounds during non-working hours to help ensure excavation areas are safe and secure.
- SES requests the use of the vacant lot as an area of lay down for clean materials such as backfill & topsoil.

 Any areas disturbed will be restored to original conditions prior to project completion.

I acknowledge that I have reviewed this Rest	toration Agreem	ent and the attached Exterior Remedia	ation
and Restoration Plan(s) for the property located at the address referenced on the first page. I,			
, h	ereby certify tha	at the information provided by me in th	nis
agreement is to the best of my knowledge to	rue, accurate, ar	d complete. I agree to the removal and	d
restoration of my property as outlined in thi	s agreement		
Owner's Signature		DATE	
Sda		7/17/2024	
Contractor's Representative Signature		DATE '	
Muchael W. Cy		7/17/2024	
USACE Representative Signature		DATE	
	Daga 6	Initials:	
	Page 6	Initials:	





US Army Corps of Engineers ^e Kansas City District

PROPERTY 321

#702 E. CUINCE STREET

SOL BORING LOCATIONS

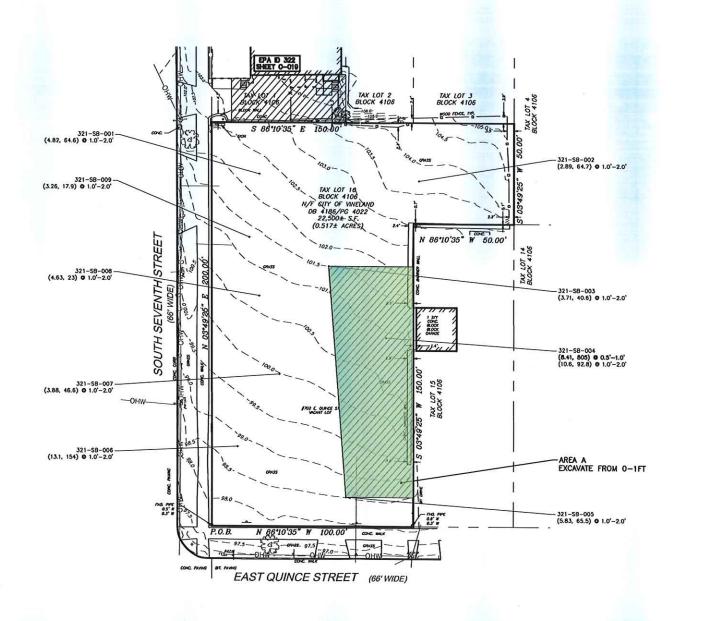
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321-SB-002 236456 60 345087.30
321-SB-003 230417.30 345098.79
321-SB-004 239379 89 345065.79
321-SB-005 236302.50 345040 79
321-SB-006 236303 10 345688 80
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HDR OBG a joint ventur U.S. ARMY CORPS OF ENGINEERS KANSAS CITY DISTRICT KANSAS CITY, MISSOURI

PROPERTY 321 EXISTING CONDITIONS PLAN

Sheet Reference Number: C-020A





US Army Corps of Engineers ⁸ Kansas City Distric

PROPERTY 321

#702 E QUINCE STREET

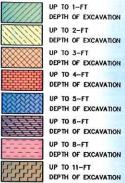
VOLUME OF EXCAVATION

AREA SQ.FT. VOLUME (CY)

A 4313 160

TOTAL VOLUME = 160

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G. WOLF SEPTEMBER 2022	Drawn by: Drawing code: D. KENT	Checked by: Plot scale: T. STANIEC	Submitted by: CADO File Name:
U.S. ARMY CORPS OF ENGINEERS KANSAS CITY DISTRICT	KANSAS CITY, MISSOURI	Shedred by Checked by	200

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1	ERFUND SITE OUZ	
	FORMER KIL-TONE SUPERFUND SITE OUZ ELAND, CUMBERLAND COUNTY, NEW JER	

NOTES

- RESTORE ALL DISTURBED AND EXCAVATED AREAS
 IN KIND TO EXISTING GRADE.
- REMOVE AND REPLACE EXISTING TREES AND SHRUBS WHERE SHOWN OR AS NECESSARY TO PERFORM EXCAVATION.
- 3. PROVIDE REPLACEMENT TREES AND SHRUBS OF SAME SPECIES AS REMOVED UNLESS OTHERMISE DIRECTED.

'=20' 0 20 40

Reference Number: C-020B

