

**WEST DEPTFORD TOWNSHIP**

**RESOLUTION 2016- 275**

**RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING THE AMENDMENT AND EXECUTION OF THE AMENDED SITE ACCESS AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND SOLVAY SPECIALTY POLYMERS USA, LLC FOR ACCESS TO PROPERTIES OWNED BY THE TOWNSHIP OF WEST DEPTFORD TO INSTALL GROUNDWATER MONITORING WELLS**

**WHEREAS**, Solvay Specialty Polymers USA, LLC (hereinafter referred to as "Solvay") had a need to perform ground water monitoring in the Township of West Deptford (hereinafter referred to as "Township") to investigate PFCs in the environment; and

**WHEREAS**, Solvay requested access to four parcels of property owned by West Deptford Township in order to install ground water monitoring wells in those locations; and

**WHEREAS**, by Resolution 2016-149 adopted on May 18, 2016 the Township authorized the execution of a Site Access Agreement between the Township and Specialty Polymers USA, LLC (hereinafter referred to as "Solvay") for access to four properties owned by the Township to install groundwater monitoring wells to investigate PFCs in the environment; and

**WHEREAS**, Solvay has contacted the Township requesting access to an additional property owned by the Township to install groundwater monitoring wells; and

**WHEREAS**, the additional property is located at Block 356/Lot 3.01, more commonly known as Parkville Station Road; and

**WHEREAS**, the Township desires to grant Solvay access to Block 356/Lot 3.01 to install groundwater monitoring wells to investigate PFCs in the environment; and

**WHEREAS**, the Township desires to amend the previously referenced Site Access Agreement to include the additional property located at Block 356/Lot 3.01 for a total of five properties; and

**WHEREAS**, the amended Site Access Agreement outlines the terms and conditions for the work to be performed by Solvay at the listed parcels of property owned by the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of West Deptford, County of Gloucester, and State of New Jersey as follows:

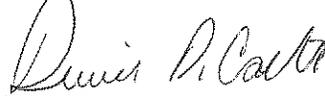
1. That the Township Committee does hereby authorize and approve amending the Site Access Agreement between the Township of West Deptford and Solvay Specialty Polymers USA, LLC for access to four parcels of property owned by the Township of West Deptford to include Block 356/Lot 3.01, more commonly known as Parkville Station Road.

2. That the Township Committee does hereby authorize and approve the execution of the Amended Site Access Agreement between the Township of West Deptford and Solvay Specialty Polymers USA, LLC for access to five parcels of property owned by the Township of West Deptford to install groundwater monitoring wells to investigate PFCs in the environment.

3. That the Mayor and/or Township Administrator be and is hereby authorized to execute any and all documents related to this approval.

**ADOPTED** at the meeting of the Township Committee of the Township of West Deptford held on November 2, 2016.

**TOWNSHIP OF WEST DEPTFORD**



\_\_\_\_\_  
DENICE DICARLO, Mayor

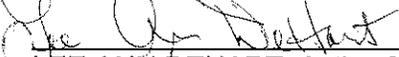
**ATTEST:**



\_\_\_\_\_  
LEE ANN DEHART, Acting Municipal Clerk

**CERTIFICATION**

I, Lee Ann DeHart, Acting Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on November 2, 2016.



\_\_\_\_\_  
LEE ANN DEHART, Acting Municipal Clerk

**AMENDED SITE ACCESS AGREEMENT**  
(to include an additional property)

This Site Access Agreement (“Agreement”) is effective the 10<sup>th</sup> day of November 2016 by and between the Township of West Deptford, a Municipal Corporation, whose address is 400 Crown Point Road, West Deptford, New Jersey 08086 (“hereinafter Grantor”), and Solvay Specialty Polymers USA, LLC, whose address is 10 Leonard Lane, West Deptford, New Jersey 08086 (“hereinafter Grantee”). This Agreement authorizes Grantee and its environmental consultants collectively “Grantee” to enter the properties located at

1. Block #356.26- Lot #3.01(The Moore Open Space Parcel)
2. Block # 351.02- Lot # 1 (Rolling Brook Park)
3. Block # 352.07- Lot # 13 ( Plantation Drive)
4. Block # 325.20- Lot #1.01 (Jessup Water Tower Tank #3)
5. Block #356-Lot #3.01 (Parkville Station Road)

All located in West Deptford, New Jersey 08086 (the “Properties”), to perform an ground water monitoring well installation, environmental investigation and testing as described below.

1. **Scope of Work** The work that is the subject of this Agreement is described as follows (collectively referred to as the “Work”):

Grantee will: Perform and/or complete the “Work” outlined in the letter from Solvay Specialty Polymers USA, LLC to Deborah Turner-Fox dated March 23, 2016 along with one (1) map attachment (Figure 1).

2. **Responsibilities and Obligations of Grantee** The Grantee in performance of the “Work” to be completed per this Site Access Agreement, shall be responsible and obligated to do and/or complete the following:

- A. Will provide written 72 hours’ notice in advance of all work to be performed, completed and scheduled at the Properties to Grantor.
- B. Will provide public notice to all property owners within 200 feet of the municipal property line of the Properties and all residential units in the development adjoining Rolling Brook Park and Plantation Drive and place a paid advertisement in the SJ Times about this environmental project.
- C. Will secure the work area around the perimeter containing all wells and operating equipment during installation.
- D. Will provide traffic control at the Properties (as needed) to be paid for by Solvay to enable equipment delivery and removal using the most direct route in and out of the Properties during the project. Project is not to affect

emergency response routes or normal traffic flows, including but not limited to school bus traffic.

- E. Will make sure to observe all Township ordinances; especially Chapter 112 Noise and Nuisance Control restricting excavation, demolition, construction, repair or alteration work other than between the hours of 7:00 am and 8:00 pm.
- F. Will make sure that all spent well materials will be properly contained and stored on site so as not to contaminate any additional ground and will be removed from the site within 48 hours of completion of the Work.
- G. Will make sure the removal of all spent well materials will be done in a timely manner.
- H. Will make sure that all roadway, parking lot and driveway surfaces will be photographed before the work is started and also after the work is completed and for the surfaces to be restored to a condition which is the same or better.
- I. Will guarantee that NO work will be permitted between Friday's from 2:00 pm until Monday's at 7:00 am or at any time on Memorial Day Weekend (starting Thursday, May 26 at 7:00 pm and ending Tuesday, May 31 at 7:00 am) or during the Fourth of July weekend (starting on Thursday, June 30 at 7:00 pm and ending Tuesday, July 5 at 7:00 am); or during the Labor Day weekend (starting Thursday, September 1 at 7:00 pm and ending Tuesday, September 6 at 7:00 am).
- J. Will provide a "Materials Handling Plan" seventy-two (72) hours in advance of commencing work at the site, which will include but not be limited to:
  - 1. What types of wastes will be generated and how they are generated.
  - 2. What preliminary sampling and analysis will be conducted during waste generation?
  - 3. How the material will be stored onsite/protected?
  - 4. How the material will be placarded for transportation?
  - 5. How the material will be transported?
  - 6. What is the planned route to be travelled to the disposal facility?
  - 7. What is the planned final disposition of the material (thermal treatment, landfill, etc.).
- K. Will provide an emergency contact number for 24/7 hour response should it be needed
- L. Will be responsible for properly sealing/abandoning the groundwater monitoring well(s), and all equipment at the conclusion of the Work and providing proof of well sealing to the Township Administrator. Furthermore the entire work area will be returned to a condition essentially the same as or better than when work commenced at the conclusion of the Work.

3. **Reports** Grantee will provide Grantor with all the data resulting from the Work at the Property, including but not limited to well drilling records, well permits, aquifer testing results, material disposal/treatment documentation.

4. **Notification of Planned Work** Grantor will be notified at least seventy-two hours (72) in advance of the Work commencing on the Property. Grantor will be notified via email and by telephone at:

Name:	Deborah Turner-Fox Township Administrator
Email:	<u>dturnerfox@westdeptford.com</u>
Phone Number:	<u>(856) 845-4004 x 131</u>

In the event of any unforeseen stoppage of work, the Grantor is to notify the Grantee immediately of the time of the stoppage of work, including reason for stoppage, precautionary steps to be taken to protect the public during the stoppage, and planned restart time.

Grantor is to provide a weekly work schedule to Grantee of their planned arrival and departure.

5. **Grantor's Access or Use** Grantee in exercising the rights granted hereunder shall not unreasonably interfere with the Grantor's access to or use of the Property.

6. **Rights and Privileges** The rights and privileges granted by this instrument shall cease upon completion of the Work and completion of all restoration work as identified in Article 7 below.

7. **Work Performance** The Work shall be performed in a workmanlike manner.

8. **Property Restoration** Grantee shall take reasonable precautions to minimize damage to the Property from the Work. Grantee will restore the Property to its condition existing at the time the Work began.

9. Insurance

The Grantee shall not commence work until the Grantor has obtained at the Grantee's own expense all of the insurance required hereunder and such insurance has been provided to the Grantor; nor shall the Grantee allow any subcontractor to commence work until all insurance required of the Grantee has been so obtained and approved by the Grantor and the Grantee and Subcontractors shall submit to the Grantor certificates of insurance signed by authorized representatives of the insurers.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Grantor. Insurance as required hereunder shall be in force throughout the term of the Agreement

All required insurance coverages must be underwritten by insurers authorized to do business in the State of New Jersey and acceptable to the Grantor. All commercial insurers must have an A.M. Best Company financial strength rating of "A" / VII or better unless the Grantor grants an exception.

If the Grantor is damaged by the failure or neglect of the Grantee to purchase and maintain insurance as described and required herein, without so notifying the Grantor, then the Grantee shall bear all cost properly attributable thereto.

The Grantee shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Grantee's operations under the Agreement and for which the Grantor may be legally liable, whether such operations be by the Grantee or by a subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable.

Insurance shall be written for not less than the limits specified below:

Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$3,000,000 general aggregate per project;
- \$3,000,000 products/completed operations aggregate;

This insurance shall include:

- General aggregate limit applying on a per-project basis;
- Liability arising from premises and operations;
- Liability arising from the actions of independent Grantees;
- Liability arising from products and completed operations with such coverage to be maintained for two (2) years after completion of the Work;
- Contractual liability including protection for the Grantee from bodily injury and/or property damage claims arising out of liability assumed under this Contract; and
- Liability arising from the explosion, collapse, or underground hazards

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto whether owned, hired/leased or non-owned;
- Automobile contractual liability; and
- Endorsed to include pollution coverage.

Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: employer's liability insurance with minimum limits of:

- \$500,000 each accident for bodily injury by accident;
- \$500,000 each employee for bodily injury by disease; and
- \$500,000 policy limit for bodily injury by disease

Environmental Impairment liability with minimum limits of:

- \$1,000,000 per pollution incident
- \$3,000,000 annual aggregate

This insurance shall provide coverage environmental impairment/pollution incidents that cause bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup and monitoring costs; and costs and expenses incurred in the investigation, defense, or settlement of claims.

West Deptford Township, its elected and appointed officials, officers, consultants, agents, employees shall be named as additional insureds on the Grantee's and all subcontractors commercial general liability insurance and with respects to liability arising out of the Grantee's products, installation, and/or services provided under this Agreement.

All coverages are to be written on a primary and non-contributory basis.

All Certificates of Insurance shall be submitted no event later than 72 hours prior to the commencement of the Work. Certificates of Insurance shall be subject to review by the Grantor and shall show the Certificate Holder as follows:

West Deptford Township  
400 Crown Point Road  
West Deptford, NJ 08086

10. **Release** Grantee, its successors and assigns, shall indemnify, defend and hold Grantor harmless from and against all claims, liabilities, losses, damages, penalties and costs, foreseen or unforeseen, including, without limitation, counsel, and other professional or expert fees which Grantor may incur resulting from the negligence, willful act or breach of this Agreement by Grantee, its employees or contractors, except where such claims arise from Grantor's sole negligence or willful misconduct.

11. **Entire Agreement** This Agreement constitutes the parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

12. **Governing Law** This Agreement is governed by and will be construed and its performance enforced under New Jersey law.

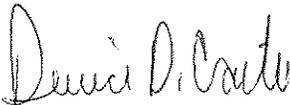
13. **Signatories** This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

14. **Agreement Execution Authority** Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

IN WITNESS HEREOF, the parties hereto are authorized and have executed this Agreement on the day and year first written below.

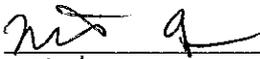
TOWNSHIP OF WEST DEPTFORD (GRANTOR)

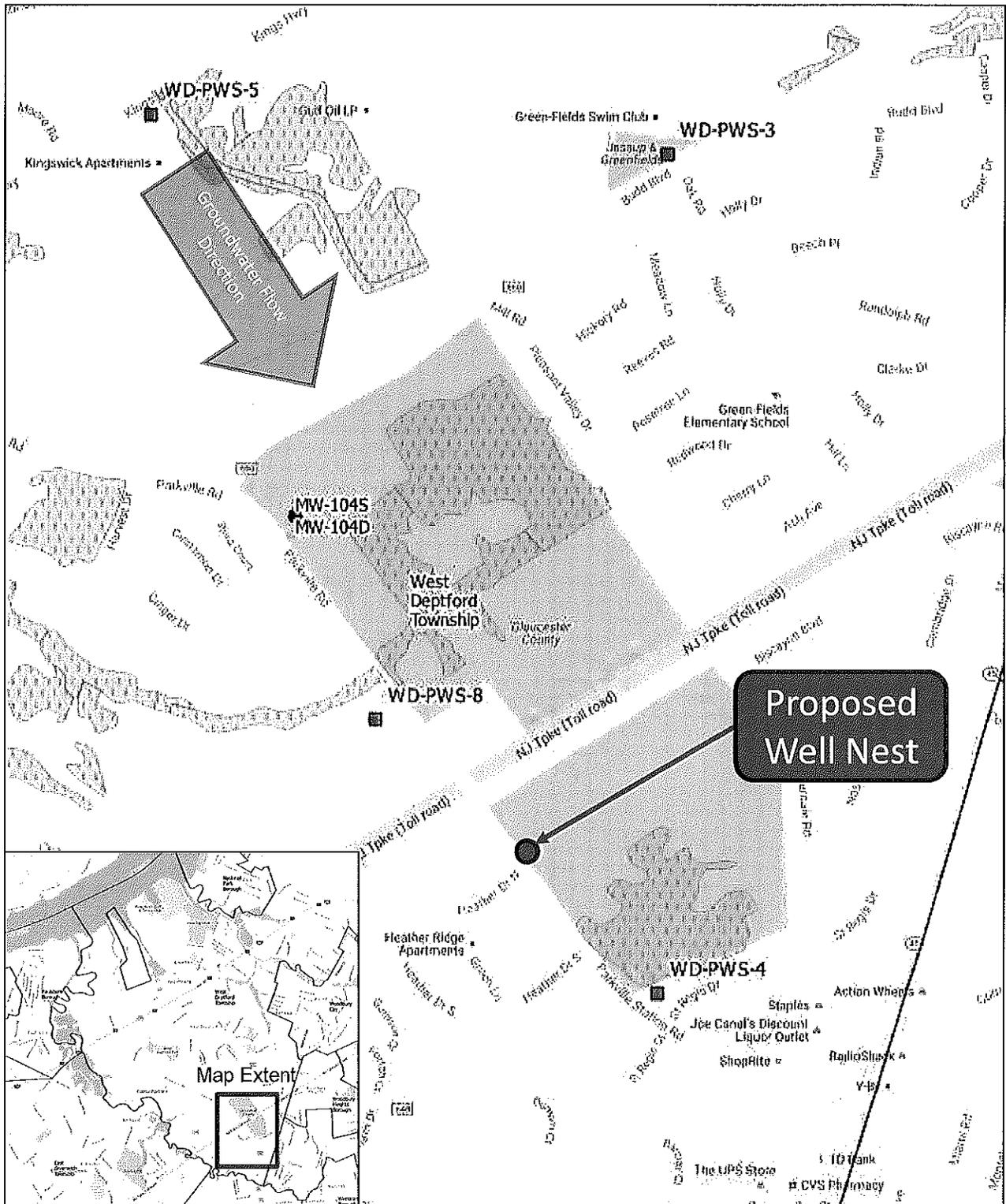
Date: 11/3/16

By:   
Name: Denice DiCarlo  
Title: Mayor

SOLVAY SPECIALTY POLYMERS USA, LLC  
(GRANTEE)

Date: 11/10/16

By:   
Name: Mitchell Gertz  
Title: HSE Compliance Mgr



**Figure 1.**  
 Proposed location for monitoring well nest

## Deborah Turner-Fox

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**From:** Gertz, Mitchell <mitchell.gertz@solvay.com>  
**Sent:** Friday, October 21, 2016 1:17 PM  
**To:** Deborah Turner-Fox  
**Cc:** Charles Jones; Erin Palko; Linskey, Paul E. [RHODIA]; Roe, Christopher M.; Cutler, Adam H.; David Klucsik  
**Subject:** New monitoring well location  
**Attachments:** Figure\_01.pdf

Hello Deborah,

I wanted to again thank the Township for their assistance and cooperation for the monitoring wells Solvay recently installed on Township property.

As we continue our investigation Solvay has determined that an additional well location in the vicinity of the NJ turnpike and Parkville Station Road would be very informative. The well nest would be located on the south side of the Turnpike on Township property in the general area depicted on the attached figure. If it is agreeable to the Township, we would like to amend the Access Agreement we recently executed with the Township (June 2016) to include this new monitoring well location

Please review the attached and let me know how the Township would like to proceed with this request.

Please call me with any questions

Best regards,

--  
Mitch Gertz CHMM, CPEA  
Solvay Specialty Polymers  
HSE Compliance Manager  
T: 856-251-6630 - M: 856-371-9318  
10 Leonard Lane  
West Deptford, NJ 08086  
[www.solvay.com](http://www.solvay.com)

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