WEST DEPTFORD TOWNSHIP

RESOLUTION 2016- 211

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF A SITE ACCESS AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) FOR ACCESS TO WEST DEPTFORD PROPERTIES TO PERFORM SITE SURVEYS AND SOIL SAMPLING (BLOCK 328/LOT 1, BLOCK 328/LOT 2 and BLOCK 328/Lot 7.07)

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter referred to as "NJDEP") has a need to perform site surveys and soil samplings ("scope of work") in the Township of West Deptford (hereinafter referred to as "Township"); and

WHEREAS, the NJDEP will perform a site survey of the wetlands and riverbank/slope to document plant communities, conduct an elevation survey and collect soil sampling using hand augers; and

WHEREAS, the scope of work will be conducted on Township owned properties known as Block 328/Lot 1, Block 328/Lot 2 and Block 328/Lot 7.07; and

WHEREAS, the attached Site Access Agreement outlines the terms and conditions for the scope of work to be performed by the NJDEP on the Township properties in connection with their site surveys and soil sampling.

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 the execution of the attached Site Access Agreement between the Township of West Deptford and the New Jersey Department of Environmental Protection (NJDEP) for site access to Township owned properties known as Block 328/Block 1, Block 328/Lot 2 and Block 328/Lot 7.07 in the Township of West Deptford to perform site surveys and soil sampling.

2. 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 August 17, 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 August 17, 2016.

LEE ANN DEHART, Acting Municipal Clerk

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SITE ACCESS AGREEMENT

This Site Access Agreement ("Agreement") is effective the ___ day of _____, 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 the New Jersey Department of Environmental Protection, Office of Natural Resource Restoration, whose address is Mail Code 501-01, P.O. Box 420, Trenton, NJ 08625-0420 ("hereinafter Grantee"). This Agreement authorizes Grantee and its environmental consultant (CDM Smith) and their surveyor Maser Consulting collectively "Grantee" to enter the Properties owned by West Deptford Township located at:

1. Block #328, Lot 1
2. Block #328, Lot 2
3. Block #328, Lot 7.07

All located in West Deptford, New Jersey 08086 (the "Properties"), to perform a site survey of the wetlands and riverbank/slope to document plant communities, conduct an elevation survey, and install soil borings using hand augers as described in Attachment 1-Description and Image.

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 e-mail from Mike Kenney from the NJDEP Deborah Turner-Fox dated August 2, 2016 along with one (1) aerial map collectively referred to as Attachment 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, via e-mail to all property owners and Board of Representatives for The Reserve, The Village, Pelican Place and Rivercove Apartments as well as the commercial establishments at 986 and 204 Grove Road..

C. 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.

D. 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 Labor Day Weekend (starting Thursday, September 1 at 7:00 pm and ending Tuesday, September 6 at 7:00 am)

E. Will ensure that all personnel for the contractor and/or NJDEP have on their persons at all times clear identification badges as well as business cards. Will insure that all personnel adhere to any and all hunter safety requirements of the state of New Jersey that may apply during the time of the project.

F. Will ensure that all vehicles for the contractor and/or NJDEP will bear clear identification bearing the name of the contractor or NJDEP.

G. Will provide an emergency contact number for 24/7 hour response should it be needed

3. **Reports** Grantee will provide Grantor with all the data resulting from the Work at the Property, including but not limited to species identification..

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:	dturnerfox@westdeptford.com
Phone Number:	(856) 845-4004 x 131

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 much 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

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: _____ By: _____
Name **Denice DiCarlo**
Title: **Mayor**

NEW JERSEY DEPARTMET OF ENVIRONMENTAL PROTECTION (GRANTEE)

Date: _____ By: _____
Name _____
Title: _____

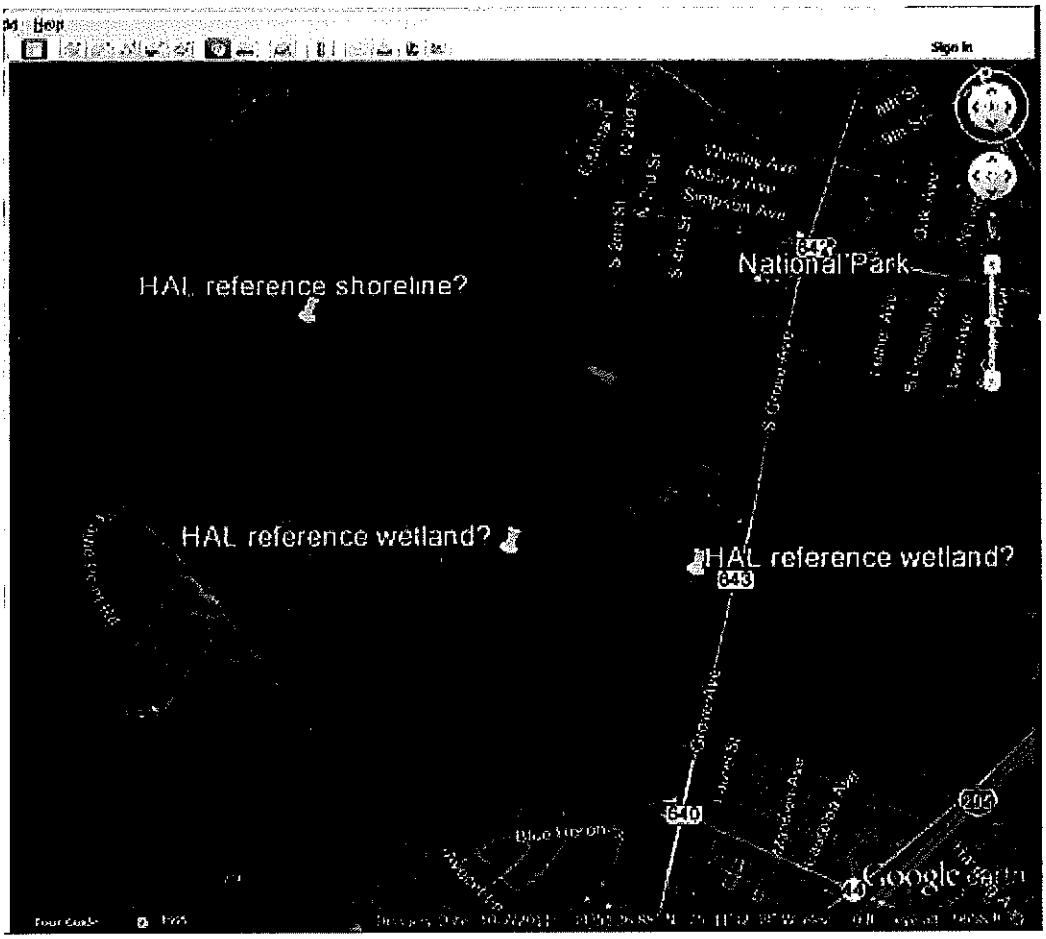
Attachment 1

Description:

A 2-person assessment team would be walking the wetlands and riverbank/slope to document conditions that we might want to emulate in our site design. They would be looking for communities and stable areas similar to our goals, and document the conditions in those areas as follows:

Wetlands: The goal is to document the plant communities in areas that are free of Phragmites, as well as the conditions that are supporting those communities. The assessment team would select a few points for the surveyor to survey (I expect up to 6 points). These points would be in places such as the boundary between where the Phragmites are growing and the lower, Phragmites-free wetlands, the middle of the Phragmites-free wetlands, and the water-ward edge of the Phragmites-free wetlands. The survey data will enable us to identify elevations where the native plant communities could be expected to establish well. The locations would be marked for a 2-person survey team with something like 4-foot to 5-foot tall PVC pipe with flagging tape (so they can find it). The intent would be to mobilize the survey team within a matter of days from the initial spotting to minimize potential for the markers to fall over or otherwise get knocked down. The surveyor will remove the PVC pipe and take them with them when they are done. This effort would document the plants present in the Phragmites-free area, as well as their general abundances (either rough percentages or relative dominance). However, it would be a somewhat broad-brush description. The assessment team would also examine the soil using hand augers, looking for things like texture, organic content, and characteristics that can help us understand the hydrologic regime (such as soil color). They would note geomorphologic characteristics such as drainage patterns. They would take abundant photographs. Any wildlife observed would be documented so we can show what this type of system might be likely to support on our site.

Riverbank: If determine that the location would also be a good reference for the hillslope/bank restoration, our staff would document the geomorphology and species composition there. They would walk the bank/slope, documenting estimated % slope and aspect, species composition and cover, manner of growth, soil characteristics (using hand augers), and any other information that might be pertinent to our design. We do not expect the need to survey anything on the hillslope. However, the team might decide a point or two would be good to help locate the area on a map. Again, abundant photographs would be taken, and observed wildlife documented.


HAL reference shoreline?
National Park
HAL reference wetland?
HAL reference wetland?
Google earth