



City of Newark

City Hall
920 Broad Street
Newark, New Jersey 07102

Legislation Text

File #: 15-1061, Version: 1

Dept/ Agency: Economic & Housing Development

Action: () Ratifying (X) Authorizing () Amending

Type of Service: Access Agreement

Purpose: Authorizing PPG Industries, Inc. to enter onto property owned by Newark for the purpose of conducting a Remedial Investigation and Feasibility Study ordered by the U.S. Environmental Protection Agency

Entity Name: PPG Industries, Inc.

Entity Address: One PPG Place, Pittsburgh, PA 15222

Sale Amount: N/A

Cost Basis: () \$_____ PSF () Negotiated (X) N/A () Other:

Assessed Amount:

Appraised Amount:

Contract Period: Commencing on the date of complete execution of the Access Agreement and terminating upon written notice from EPA that the investigation activities have been completed.

Contract Basis: () Bid () State Vendor () Prof. Ser. () EUS
() Fair & Open () No Reportable Contributions () RFP () RFQ
() Private Sale () Grant () Sub-recipient (X) n/a

Location of Property: 1682-1696, 1700-1712, 1702-1716, 1718-1728 McCarter Highway Block 614 - Lots 61, 63, 64, and 68)/North Ward
49-59 Riverside Avenue (Block 614 - Lot 58)/North Ward

Additional Information:

PPG will pay a fee of \$2,000.00 to the City for cost incurred.

WHEREAS, the City of Newark (the "City"), is the owner by tax foreclosure of the property located at 1682-1696, 1700-1712, 1702-1716, 1718-1728 McCarter Highway (Block 614 - Lots 61, 63, 64, and 68) and 49-59 Riverside Avenue (Block 614 - Lot 58) (collectively, the "City Property"), which represents a portion of a larger property known as the Riverside Industrial Park Superfund Site (the "Site"); and

WHEREAS, on May 9, 2014, PPG Industries, Inc. ("PPG") entered an Administrative Settlement Agreement and Order on Consent ("ASAOC") for Remedial Investigation and Feasibility Study ("RI/FS") with the U.S. Environmental Protection Agency ("EPA"), at the Site, which is located in the City; and

WHEREAS, the purpose of the ASAOC includes the nature and extent of contamination and any threat to the public health, welfare of the environment caused by the release of hazardous substances, pollutants or contaminants at or from the Site, by conducting a Remedial Investigation as more full set forth in the Statement of Work ("SOW") attached to the ASAOC; and

WHEREAS, the ASAOC requires PPG to use its best efforts to secure access to areas of the Site owned by or in the possession of other persons as necessary to perform any action under the

ASAOC; and

WHEREAS, access to the City Property is necessary for PPG to implement the terms of the ASAOC; and

WHEREAS, the City believes that providing access to PPG is in the best interests of the City and that it promotes the health, safety, morals and welfare of the City's residents; and

WHEREAS, the City has agreed to grant PPG access to the City Property to perform the work required by the ASAOC, subject to the respective rights, restrictions, and obligations set forth in greater detail in the Access Agreement and accompanying Hold Harmless Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. The Mayor and/or his designee, the Deputy Mayor/Director of the Department of Economic and Housing Development are hereby authorized to enter into a contract with PPG Industries, Inc. (PPG), One PPG Place, Pittsburgh, PA 15222, in the form attached hereto. The contract shall be for the non-exclusive license to enter upon the City Property for the purpose of performing the work required by the ASAOC, including but not limited to the collection of soil and/or groundwater samples, as well as the installation of groundwater monitoring wells to delineate the nature and extent of any groundwater contamination present at the City Property.
2. Whenever practicable, PPG or its representative will provide at least three (3) days advance notice to the Owner prior to entering the City Property to perform its activities, which notice will describe (i) the purpose for entry, (ii) the activities to be undertaken, (iii) the date and time of entry, and (iv) the portions of the City Property where the activities will be performed.
3. PPG shall be responsible for obtaining any required governmental permits and approvals for the work conducted under the Access Agreement, and the City shall cooperate and provide any signatures, file any documents or take other similar action to assist PPG in securing such permits, approvals or other authorizations. The Deputy Mayor/Director of the Department of Economic and Housing Development is authorized to execute any documents that might be necessary to cooperate with PPG's efforts, subject to review and approval of the Corporation Counsel.
4. In consideration of access and reasonable attorneys' fees incurred by the City in granting access to the City Property, PPG agrees to pay the City a total sum of \$2,000.00 within 45 days after the effective date set forth above.
5. Throughout the period of time that PPG conducts work at the City Property, PPG shall maintain comprehensive general liability insurance and automobile insurance with limits specified in the Access Agreement. In addition, PPG shall require its contractors or subcontractors to maintain worker's compensation insurance, comprehensive general liability insurance, and automobile insurance, naming the City as an additional insured. Certificates or insurance, endorsements or copies of policies issued to PPG's contractor

or subcontractors evidencing the required insurance shall be provided to the City prior to entry upon the City Property.

6. In addition to the Access Agreement, PPG has executed a Hold Harmless Agreement in a form acceptable to the City, which provides that PPG shall, at its sole cost and expense, indemnify, defend, and hold harmless the City and its collective trustees, officers, employees, agents, servants, guests, contractors, representatives or administrators from all claims, expenses, liabilities, losses or damages caused solely by the negligent or gross negligent action or omission of PPG in implementing and performing the terms of the ASAOC.
7. A copy of the executed Access Agreement and Hold Harmless Agreement shall be placed on file in the Office of the City Clerk by the Corporation Counsel.
8. This Resolution shall take effect immediately.

STATEMENT

This Resolution shall permit the Mayor and/or his designee, the Deputy Mayor/Director of the Department of Economic and Housing Development to execute an Access Agreement for the property located at 1682-1696, 1700-1712, 1702-1716, 1718-1728 McCarter Highway (Block 614 - Lots 61, 63, 64, and 68) and 49-59 Riverside Avenue (Block 614 - Lot 58)/North Ward.