

## SITE ACCESS AGREEMENT

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Matera Wrecking Services, LLC. (hereinafter referred to as "MTR Services") and Red Bank Public Library (hereinafter referred to as "Owner"), by and through their duly authorized representatives, hereby enter into this Site Access Agreement ("Agreement"), dated and effective this 18th day of September, 2020, and agree as follows.

1. Owner hereby grants to MTR Services and/or its authorized representatives, contractors and subcontractors, retained directly or indirectly, right of access to Owner's property at 84 West Front Street Red Bank, New Jersey, 07701 (hereinafter referred to as "Premises"), and permission to perform the Scope of Work ("Work"), provided as **Attachment 1** hereto and incorporated by reference herein, with respect to the Premises.
2. Any and all Work performed by, or under the direction or control of MTR Services at the Premises shall be in accordance with the following terms and conditions. In addition, MTR Services has named the Owner as an additional insured entity and has provided copies of the applicable Certificates of Insurance as **Attachment 2**.
  - A. All Work will be conducted at reasonable times. While performing the Work under this Agreement, MTR Services shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the developing, earth working, environmental and engineering consulting professions, as applicable, performing the kind of work to be performed hereunder and practicing in the same or similar locality at the same period of time.
  - B. Before entering any portion of the Premises for any purpose, MTR Services shall give 48-hours' notice to Owner specifying the purpose for which entry will occur, the date and time of entry and the specific portions of the Premises to which MTR Services desires access. Notice shall be given to:

To Owner: Ziad Shehady—Red Bank Borough Business Administrator for the Red Bank Public Library  
84 West Front Street  
Red Bank, New Jersey, 07701

Telephone: (732) 530-2748  
Fax:  
Email: [zshehady@redbanknj.org](mailto:zshehady@redbanknj.org)

Eleni Glykis—Library Director for the Red Bank Public Library  
84 West Front Street  
Red Bank, New Jersey, 07701  
Telephone: (732) 842-0690 ext. 114  
Fax: (732) 842-4191  
Email: [eglykis@lmxac.org](mailto:eglykis@lmxac.org)

- C. MTR Services acknowledges that the Owner has neither created nor contributed to the creation or existence of any type of hazardous or toxic waste, material, chemical, compound, or substance, or any other type of environmental hazard, contamination, or pollution, whether latent or patent, or the release thereof, or the violation of any law or regulation relating thereto, at the Premises where the Work will be performed or in connection with the performance of the Work (hereinafter collectively referred to as "Conditions"), and it is understood that the Owner shall have no liability for any losses, costs, damages, and/or injuries from such Conditions.
- D. Except as provided in Paragraph 2.A., herein, MTR Services makes no express or implied warranties or guarantees including, but not limited to, warranties or guarantees that the Work performed pursuant to this Agreement will eliminate in its entirety any type of hazardous or toxic waste, material, chemical, compound, or substance, or any other type of environmental hazard, contamination, or pollution, whether latent or patent, or the release thereof at the Premises outside of specific contaminants of concern that are the focus of this remediation.

- E. Nothing contained in this Agreement shall be construed or interpreted as requiring the Owner to assume the status of owner, operator, arranger, transporter, disposer or generator under any federal or state statute or regulation governing the disposal, transportation, storage or treatment of hazardous substances or wastes. Soil and water samples obtained from the Premises during the performance of the Work shall be considered the property of MTR Services.
- F. All areas disturbed by MTR Services and its representatives in the course of performing Work at the Premises will be reasonably restored to their original condition by MTR Services at its sole expense.
- G. All Work conducted by MTR Services at the Premises shall be at the sole expense MTR Services.

3. This Agreement shall be governed by the laws of New Jersey.
4. This Agreement shall terminate when Work activities, outlined in the provided attachments, have been completed. In addition to Article 2B of this Agreement, MTR Services, or its representatives, shall provide a daily update to the Owner on the Work's progress and the overall project schedule. Daily update will be conveyed by phone at the end of each work day.
5. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may be amended only by written agreement of the Parties, hereto. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement. The Parties hereto agree that this Agreement may be executed and returned by facsimile and/or email, and such execution and delivery shall be binding as if an original had been delivered, and the delivering Party covenants and agrees that an original is not thereafter required.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**MATERA WRECKING SERVICES, LLC.**  
35 Cutters Dock Road Woodbridge, NJ

By:   
Name: Richard Matera  
Title: Owner  
Date: 9/18/20

**RED BANK PUBLIC LIBRARY**  
84 West Front Street Red Bank, NJ

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



**Site Access Agreement**  
**ATTACHMENTS**

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1. Proposed Scope of Work
2. Certificate of Insurance

**Site Access Agreement**  
**ATTACHMENT 1**

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**Proposed Scope of Work**

## Attachment 1 – Scope of Work

September 18, 2020  
Red Bank Public Library  
84 West Front Street Red Bank, New Jersey

Matera Wrecking Services LLC, is requesting access to the Red Bank Public Library located at 84 West Front Street in Red Bank, New Jersey for the purpose of performing the Scope of Work (SOW) described below.

- Implement excavation program to remove soil exhibiting extractable petroleum hydrocarbons (EPH) concentrations greater than the EPH Residential Soil Remediation Criteria (RSRC) and EPH Free Product Limit located within the footprint of the Red Bank Public Library's Property located at 84 West Front Street Red Bank, New Jersey. During excavation, continuous dewatering activities will occur to facilitate the removal of impacted soil located within the saturated zone, which is acting as an ongoing source of groundwater contamination.
- Prior to excavation work, a portion of the parking lot will be saw cut and removed in order to access the underlying soils. Security fence will be installed along the perimeter of the work area to act as a security measure and a work area exclusion zone. The security fence will be locked at the end of each work day to ensure the safety of pedestrian foot traffic.
- Excavated soils will be stockpiled on the 96 West Front Street property and groundwater will be pumped directly to a 10,000-gallon holding tank that will also be staged on the 96 West Front Street property.
- Following completion, the disturbed area will be restored, at a minimum, to pre-construction conditions and staked with parking lines. The parking lot's pitch and grade will be restored to allow for natural sheet flow to a discharge location (e.g., storm drain, street, etc.). Parking lot restoration will include the area impacted by construction activities.
- It is anticipated that the proposed SOW can be completed on your property in five to six calendar days.

The proposed excavation area extent and the area required to be accessed is presented on the attached Figure.

**Site Access Agreement**  
**ATTACHMENT 2**

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**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Paul Chafart
Northeast Risk Solutions Inc. 651 Old Mount Pleasant Avenue Suite 255 Livingston		PHONE (A/C, No, Ext): (973) 251-2646
		E-MAIL ADDRESS: paul@nerisks.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Scottsdale Insurance Company
		NAIC # 41297
INSURED		INSURER B:
Matera Wrecking LLC 35 Cutters Dock Road		INSURER C:
Woodbridge 07095		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES		CERTIFICATE NUMBER:		CL1912611665		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	CPS7063718	12/06/2019 12/06/2020		EACH OCCURRENCE \$ 1,000,000		
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
PRODUCTS - COMP/OP AGG \$ 2,000,000							
OTHER: \$							
AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$		
UMBRELLA LIAB		OCCUR			BODILY INJURY (Per person) \$		
EXCESS LIAB		CLAIMS-MADE			BODILY INJURY (Per accident) \$		
DED RETENTION \$					PROPERTY DAMAGE (Per accident) \$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/>		Y/N	N/A		EACH OCCURRENCE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below					AGGREGATE \$		
					PER STATUTE \$		
					OTHER \$		
					E.L. EACH ACCIDENT \$		
					E.L. DISEASE - EA EMPLOYEE \$		
					E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED.

CERTIFICATE HOLDER

CANCELLATION

RED BANK PUBLIC LIBRARY 84 FRONT STREET RED BANK NJ 07701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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