

**BOARD OF FIRE COMMISSIONERS OF  
EVESHAM TOWNSHIP  
FIRE DISTRICT NO. 1**

**RESOLUTION No. 2024 – 36**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SITE  
ACCESS AGREEMENT BETWEEN EVESHAM TOWNSHIP FIRE  
DISTRICT #1 AND DR. LISA GALLUCCI TO PERMIT ACCESS TO 24  
EAST MAIN STREET**

**WHEREAS**, Evesham Township Fire District #1 (the “District”) has received notice from the New Jersey Department of Environmental Protection (“NJDEP”) regarding the need for a Soil Remedial Action Permit (“RAP”); and

**WHEREAS**, the District retained the services of a Licensed Site Remediation Professional (“LSRP”) to ensure that the RAP is properly completed and submitted in accordance with NJDEP requirements; and

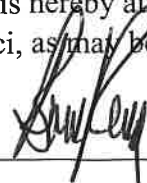
**WHEREAS**, the LSRP has determined that the RAP requires an updated and proper delineation of possible soil contamination; and

**WHEREAS**, a proper delineation investigation will require access into the neighboring property, located at 24 East Main Street, Marlton, New Jersey 08053, known as Block 4.05 Lot 12 on the Evesham Township tax map (the “Property”); and

**WHEREAS**, the District desires to obtain an access agreement with the owner of the Property, Dr. Lisa Gallardi, to enter the Property and determine the delineation; and

**WHEREAS**, the Business Administrator will have authority to sign and approve the access agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Evesham Township Fire District #1, within Evesham Township, County of Burlington, and State of New Jersey, that the Business Administrator is hereby authorized to execute the Site Access Agreement with Dr. Lisa Gallucci, as may be approved by the District Solicitor.



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Brian Rowe, Vice President

This is to certify that the foregoing Resolution was duly adopted by the Board of Fire Commissioners of the Evesham Township Fire District Number 1 at a meeting held on the thirteenth day of, August 2024.



Secretary of the Board

Roll Call of Vote

Commissioner	Moved	Seconded	Ayes	Nays	Abstained	Absent
Baugh			✓			
Guerrini		✓	✓			
Powers	✓		✓			
Rowe			✓			

## LIMITED ACCESS AGREEMENT

**LIMITED ACCESS AGREEMENT** (this "Access Agreement"), dated as of the \_\_\_th day of \_\_\_\_\_, 2024, between **Dr. Lisa Gallucci**, having a business address at 24 East Main Street ("Licensor"), and **Evesham Township Fire District # 1**, having an address of 26 East Main Street, Marlton, New Jersey 08053 ("Licensee") to access certain real property known as Block 4.05 Lot 12 on the Evesham Township tax map, with the street address of 24 East Main Street, Marlton, New Jersey 08053 (the "Property").

1. **Grant of Access to Property.** Licensor hereby grants to Licensee and its environmental contractors and subcontractors (hereinafter collectively "Licensee Parties") and Licensee and Licensee Parties hereby accept from Licensor, a license to access the Property in order to conduct a soil boring investigation to delineate identified contamination on Licensee's adjacent property which soil boring investigation shall include advancing soil borings in the locations set forth on Exhibit A, attached hereto and made a part hereof, and collecting and analyzing soil samples taken from the soil borings, all as is required by New Jersey Department of Environmental Protection regulations (hereinafter referred to as the "Work"). Except in the event of an emergency, the access permitted under this Agreement shall be conducted at reasonable times during normal business hours or at such other times as the parties may agree and upon at least three (3) business days written notice prior to accessing the Property. Licensor has requested, and Licensee has agreed, that the soil boring program will be conducted on a Friday, given the limitations which will be placed on use of the driveway to the Property which will impact Licensor's business operations and the use of the Property by Licensor's tenant. Additional work by Licensee that is not specifically described herein may be done only upon prior written authorization by Licensor.

2. **Term.** The term of this Agreement (the "Term") shall commence as of the date this Access Agreement is executed by the Parties, and shall terminate upon the completion of the Work or on September 30, 2024, whichever is earlier, unless sooner terminated pursuant to the terms of this Agreement.

3. **Permitted Use.** Licensor hereby grants Licensee limited access to the Property in order to conduct the Work. Licensee shall at all times comply with all laws and regulations of all applicable governmental authorities with respect to the performance of the Work and the Work shall be performed in a good and workmanlike manner at Licensee's sole cost and expense, free and clear of all mechanic's, construction or other liens and encumbrances. Licensee shall use reasonable good faith efforts to (i) minimize impacts on and potential damage to the Property and (ii) minimize disruption of operations or limitations on use of the Property by any occupants or invitees at or to the Property. Licensee shall, at its sole cost and expense, obtain all permits and authorizations of whatever nature required by any applicable governmental authority that are necessary for conducting the Work. Licensee shall restore the Property to the same functional equivalent state as the Property existed prior to the performance of the Work.

4. **Sharing Data.** Licensor shall have the right, but not the obligation, at its sole cost and expense, to observe the Work, or to hire an environmental consultant to observe the Work,

including, not limited to collecting split samples. Licensee will keep Licensor reasonably informed of the progress of Licensee's performance of the Work. Licensee shall provide Licensor with copies of any laboratory analyses of soil and groundwater sampled during the Work, as such data becomes available to Licensee as well as any reports, studies or analyses incorporating such data.

5. **Termination.** Licensor may terminate this Access Agreement at any time upon notice to Licensee in the event that Licensee shall default in the performance or observance of its obligations under this Agreement.

6. **Investigative Derived Waste.** Licensee shall be solely responsible for the proper handling, storage, treatment and/or disposal of all waste or other material generated as a result of Licensee's performance of the Work. Licensee will be the generator of any liquid waste, solid waste, hazardous waste or other investigative derived waste resulting from Licensee's performance of the Work including, without limitation, any water purged from any soil boring or monitoring well, and (ii) Licensee shall be identified as the waste "generator" on all manifests and filings for such materials. Licensee shall characterize and dispose of all such materials off-site within thirty (30) days unless otherwise agreed to by Licensor in Licensor's sole discretion.

7. **Insurance.** Prior to the initial entry onto the Premises, Licensee shall or shall cause Licensee's agents, representatives and consultants to, maintain the insurance coverage set forth below with insurance companies licensed to do business in the State of New Jersey:

Coverage	Limits
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$2,000,000 per occurrence/aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess Liability	\$5,000,000 per occurrence/aggregate
Professional Errors and Omissions or Contractor's Pollution Liability	\$2,000,000 per occurrence/aggregate

A certificate of insurance evidencing the coverages described above shall name Licensor as an additional insured under the comprehensive general liability applicable to the Work by means of an endorsement to the policy, a copy of such certificate of insurance to be provided to Licensee prior to entry on the Property to undertake the Work.

For each liability policy, said policy shall provide that it cannot be canceled without thirty (30) days prior written notice to Licensor.

8. **Indemnity.** Licensee agrees to be responsible for, and does hereby release, hold harmless and shall indemnify and defend Licensor from and against any and all claims, suits,

damages and liabilities of whatever nature and kind, suffered, incurred or brought by Licensor or any other person or other legal entity, which may arise in any way from, or in connection with, this access and the Work conducted by Licensee under this Access Agreement. This indemnification shall survive the termination of this Access Agreement.

9. **Notices.** All notices under this Access Agreement shall be provided as follows:

Evesham Township Fire District # 1  
26 East Main Street  
Marlton, New Jersey 08053  
(856) 983-2750

With a copy to:

Parker McCay  
Attention: Dennis Frazier, Esq.  
9000 Midlantic Drive  
Mount Laurel, New Jersey 08054-5054  
dfrazier@parkermccay.com  
(856) 985-4010

Dr. Lisa Gullucci  
24 East Main Street  
Marlton, New Jersey 08053  
(856) 983-0546

With a copy to:  
Archer & Greiner, PC  
Attention: Debra S. Rosen, Esq.  
1025 Laurel Oak Road  
Voorhees, NJ 08043

10. **No Lease.** This Access Agreement does not and shall not be deemed to constitute a lease or a conveyance of the Property by Licensor to Licensee or to confer upon Licensee any right, title, estate or interest in or to the Property. This Access Agreement grants to Licensee only a personal privilege to gain access to the Property for the Term hereof on the terms and conditions set forth herein.

11. **Modifications; Entire Agreement.** No modification, waiver or amendment of this Access Agreement or any provision herein shall be valid unless the same is in writing, and signed by the party against which the enforcement of such modification, waiver or amendment is sought. This Access Agreement contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

12. **No Interest in Licensed Property.** Licensee hereby expressly acknowledges (a) that it has no interest or estate in the Property, (b) that this is a revocable license which can be terminated or revoked by Licensor in accordance with the provisions set forth in Paragraph 5 and at any time, with or without cause, after the expiration of the Term of this Access Agreement, (c) that this Access Agreement is not binding upon any subsequent owner of the Property, and (d) that the provisions of this Agreement, including the benefits and the burdens, do not run with the land. This Agreement shall not be deemed coupled with an interest under any circumstances.

13. **Governing Law.** This Access Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey.


14. **Enforceability.** This Access Agreement shall not be binding upon Licensor unless and until Licensor delivers a fully executed counterpart hereof to Licensee.

15. **Miscellaneous.**


(a) For purposes of this Agreement, whenever the words “include”, “includes”, or “including” are used, they shall be deemed to be followed by the words “without limitation”; and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Access Agreement contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Access Agreement.

This Access Agreement has been duly executed by the parties hereto:

**LICENSOR:**

By:   
Name: Lisa N Gallucci  
Title: Owner  
Date: 8/27/24

**LICENSEE:**

By:   
Name: *Vice-President*  
Title: *Brian Rowe*  
Date: *8/13/24*