

**ACCESS AGREEMENT
TO NEW YORK CITY PROPERTY OWNED OR OPERATED BY AND THROUGH THE
DEPARTMENT OF SANITATION**

Andrew Guglielmi as the Division Director for the New York State Department of Environmental Conservation
Division of Environmental Remediation,

Name and Title

an individual acting for and on behalf of him or herself and any entity he or she represents, including but not limited to a corporation, partnership, officers, employees, subcontractors, independent contractors, agents, and any other accompanying persons

New York State Department of Environmental Conservation,
(Individual, corporation, partnership, (if other, identify type of organization))

(collectively the **"Licensee"**), has requested permission to access New York City (**"City"**) property and/or facilities owned and operated by and through the Department of Sanitation (**"DSNY"**) located at

127 2nd Avenue, Brooklyn, New York 11215 (the **"Site"**).

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1. The purpose of the requested access is performance of soil vapor intrusion sampling, indoor air sampling and mitigation, if needed.
☐ Additional Documentation Attached. *(If appropriate, attach additional documentation to explain the Licensee's reason for requiring access or show the access method that the Licensee will use.)*
 2. This License will begin on March 1, 2025, and end on March 2, 2025 (the **"Term"**). The Licensee will be allowed entry and exit at the following dates and times *(if applicable)*: _____.
 3. This License can be extended beyond the initial Term by mutual written agreement of the parties. The same terms and conditions will govern any extension.
 4. This License is granted on a noninterference basis. The Licensee must conduct its activities in such a way as to minimize any impact upon the activities of the City, DSNY, and any other person(s) authorized to be at the Site. In order to gain entrance to the Site, Licensee must notify DSNY 24 hours in advance of when access to the Site is desired by calling Jerry A. Cerrai at 347- 583-0516 on weekdays only. DSNY will only grant access to the Site during normal business hours. DSNY will not unreasonably withhold or delay consent to gain entrance or access to the Site.
 5. The Licensee, and its authorized agents, employees and contractors, must protect and must take all precautions needed to protect the employees, persons and property of the City and of others from damage, loss, or injury resulting from its use of the Site.
 - a. All work must be performed in strict compliance with all federal, state, and local laws and regulations. All work must be performed by contractors and workers that have all licenses and permits required to perform such work.
 - b. Licensee must maintain the portion of the Site used pursuant to this agreement in a neat and orderly manner and must prevent any excursions of materials from the Site into the air or onto neighboring properties. Licensee must protect the Site using appropriate ground cover, if appropriate.
 - c. In the event that damage is caused to the Site by any employees, representatives, or agents of the Licensee, or by any person acting within their authorizations, the Licensee agrees to restore the Site, not later than 30 calendar days from the date of notice by the Department or the occurrence of the damage, whichever is earlier, to its original condition. If the work needed to restore the Site cannot be completed within 30 calendar days from the date of notice, the Licensee shall proceed with

reasonable diligence to restore the Site. Upon completion of the Term or revocation of the Access Agreement, Licensee must, at its solecost, restore the Site to its original state.

6. Within three days of receiving notice of any or injury to persons, or damage to work or property on or about the Site, the Licensee must make a full and complete written report of the occurrence to DSNY. All notices to DSNY shall be sent to:

John Gioia
Agency Chief Contracting Officer
New York City Department of Sanitation
44 Beaver Street, Room 203
New York, New York 10004
Email address: johngioia@dsny.nyc.gov

7. To the fullest extent permitted by law, and subject to the availability of lawful appropriations, Licensee hereby agrees to indemnify and hold harmless City of New York, including its officials and employees (collectively "Indemnitees"), from any and all claims, suits, damages, liabilities, fees, including reasonable attorneys' fees, costs, court costs, expenses and disbursements that are the subject of either (a) a documented demand by Licensee, or (b) an award or order by a Court of Competent jurisdiction, and arising out of or in connection with the access set forth herein by the Licensee any of its agents, servants, subcontractors, employees, or contractors, or the use by Licensee or any of its agents, servants, subcontractors, employees, or contractors of facilities owned by the City of New York, except to the extent caused by the negligence of any Indemnitee.
8. Licensee and its agents, servants, subcontractors, employees, and contractors recognize that there are certain risks (both foreseeable and unforeseeable) associated with engaging in the access set forth herein, including, without limitation, a risk of injury to person and/or property to Licensee and its partners, officers, directors, employees, agents, vendors, contractors, heirs, executors, trustees and/or administrators, successors and/or assigns. In executing this Agreement, to the fullest extent permitted by law, Licensee waives any and all claims and liability as against the City of New York, including its officials and employees, and discharges the City of New York, including its officials and employees, from any and all liability and responsibility related to damage to person and/or property caused or contributed to and/or suffered during the access by Licensee and its partners, officers, directors, employees, agents, vendors, contractors, subcontractors, heirs, executors, trustees and/or administrators, successors and/or assigns.
9. The Licensee shall not be obligated to pay any fee or rental for the permission granted under this Agreement.
10. The INSURANCE AND SAFETY/INDEMNIFICATION REQUIREMENTS FOR CITY LICENSES document attached hereto is incorporated into this document in its entirety All insurance information must be sent to the Agency Chief Contracting Officer at the address given in Paragraph 6, above.
11. Licensee agrees that this License is revocable by DSNY at any time upon oral or written notice.
12. The obligations of the Licensee shall survive expiration of the Term or revocation of this access agreement.

Please signify your consent to the above-described arrangements by executing this access agreement in the space provided below.

Agreed to by:

Andrew Guglielmi
Name

Andrew Guglielmi, Division Director

Title

New York State Department of Environmental Conservation Division of Environmental Remediation

February 27, 2025

Date

(Relationship to the Licensee)

**SCHEDULE A (INSURANCE)
REQUIRED INSURANCE FOR LICENSEES ACCESSING DSNY PROPERTY,
INCLUDING PROTECTION OF DSNY PROPERTY FROM THE WORK THEY
INTEND TO PERFORM ON ADJACENT PROPERTY**

Identification of DSNY Property

DSNY Property Address
127 2nd Avenue, Brooklyn NY, 11215

Name, Address, Phone Number, and Email address of DSNY Management Contact:
Jerry A. Cerrai

Phone 347-583-0516 , E-mail: jcerrai@dsny.nyc.gov

Name, Address, Phone Number, and Email address of DSNY Contact at the Address Given Above:

Licensee Property Address:

Licensee Name, Address, Phone Number, and Email address of Corporate Contact for Licensee:

Phone: _____, E-mail: _____

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MINIMUM LIMITS AND SPECIAL CONDITIONS Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract	
Types of Insurance (See Insurance Attachment)	Minimum Limits and Special Conditions
■ Commercial General Liability	<p>The minimum limits shall be <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> per project aggregate applicable to this Agreement unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08.</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37.</p>
■ Workers' Compensation ■ Disability Benefits Insurance ■ Employers' Liability	<p>Workers' Compensation, Disability Benefits Insurance, and Employers' Liability: Statutory per New York State law without regard to jurisdiction.</p> <p><u>Note:</u> The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1, and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p>
■ Comprehensive Business Auto Coverage	<p><u>\$1,000,000</u> per accident combined single limit.</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.</p>