City of Stoughton, 207 S. Forrest Main Street, Stoughton WI 53589

RESOLUTION OF THE COMMON COUNCIL

Authorizing and directing the proper City official(s) to enter into the First Amendment to the Access Agreement with Uniroyal Global Engineered Products ("Uniroyal")

Committee Action: Finance Committee meets October 27, 2020

Fiscal Impact: $0

File Number:	R -164- 2020	**Date Introduced:**	October 27, 2020

WHEREAS, the City previously entered into an Access Agreement to allow Uniroyal Global Engineered Products ("Uniroyal") access onto City property to test for contamination from their operations; and

WHEREAS, their initial round of testing detected contamination on City property; and

WHEREAS, Uniroyal has requested additional access onto City-owned property at 600 S. 4th Street to drill additional test wells and collect groundwater samples to delineate the plume and determine whether the material has passed under City buildings; and

WHEREAS, the City is willing to provide such additional access subject to the terms of the First Amendment to the Access Agreement; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) be hereby directed and authorized to enter into the attached First Amendment to the Access Agreement with Uniroyal Global Engineered Products to allow further access and testing.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: October 22, 2020

To: Finance Committee

From: Rodney J. Scheel
Director of Planning & Development

Subject: Uniroyal Testing on City Owned Property

In September, the City approved an Access Agreement for the initial round of testing on City-owned property. Their test results have confirmed contamination had migrated onto City property. Therefore, they are requesting approval to conduct additional testing on City property.

We have worked with the City Attorney's office to draft an Addendum to the Access Agreement which has been provided for your consideration.

We recommend approving the Addendum to the Access Agreement and authorizing the Mayor to sign.

If you have any questions, please contact me.

First Amendment to Access Agreement

This First Amendment to Access Agreement ("First Amendment") is made between the City of Stoughton ("Stoughton"), a Wisconsin municipality, and Uniroyal Global Engineered Products ("Uniroyal"), a Wisconsin corporation (collectively, the "Parties").

RECITALS

A. Stoughton and Uniroyal entered into an Access Agreement ("Agreement"), pursuant to which Stoughton is providing access to Uniroyal for the purposes of undertaking certain sampling activities on property owned by Stoughton and depicted on Exhibit A to the Agreement (the "Property").

B. The purpose of the sampling is to detect the presence the Non-Hazardous plasticizer DINA.

C. Uniroyal has requested to expand the scope of the Site Work defined in the Agreement to include the drilling of additional test wells on the Property.

D. Stoughton agrees to the expanded scope of Site Work subject to the terms of this First Amendment.

AGREEMENT

Therefore, Stoughton and Uniroyal agree as follows:

1. **Existing Agreement.** Except as expressly modified in this First Amendment, the Agreement is hereby ratified and reaffirmed, and it shall continue in full force and effect.

2. **Scope of Work.** In addition to the Site Work authorized in Section 3 of the Agreement, Stoughton authorizes Uniroyal and/or its Personnel to perform the following work on the Property:

    a. The drilling of up to six (6) additional test wells in the north parking lot of the Property in the area shown in Exhibit B;

    b. The drilling of up to six (6) additional test wells south of the City building on the Property in the area shown in Exhibit B.

3. **Term of Agreement.** The date of termination of the Agreement shall be modified to June 30, 2021. The Parties retain the rights to terminate or extend the term of the Agreement as provided in Section 12 of the Agreement.

4. **Covenants Run with the Land.** The covenants and easements set forth herein and in the Agreement shall run with the land.

5. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or pdf transmission of any signed original First Amendment, and retransmission of any facsimile or pdf transmission, will be the same as delivery of an original First Amendment. At the request of a party, the other party will confirm facsimile or pdf signatures by signing an original First Amendment.

City of Stoughton

By: _____
Title:_____
Date: _____

Uniroyal Global Engineered Products

By: _____
Title: _____
Date: _____

EXHIBIT B