

RESOLUTION NO. 2022- 52

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS AND INDEMNIFICATION AGREEMENT BY AND BETWEEN SASDELLI OIL COMPANY, INC. AND THE CITY OF VINELAND FOR PROPERTY KNOWN AS BLOCK 3010 LOTS 1, 2 AND 3 ON THE VINELAND TAX MAP.

WHEREAS, Sasdelli Oil company, Inc. (Sasdelli) is the owner of certain real property known as Block 3010 Lots 1, 2 and 3 on the City of Vineland Tax Map (Property) which the City of Vineland has an interest in acquiring for public purposes; and

WHEREAS, the Property was formerly used as a gasoline distribution operation and the city has a concern for potential environmental issues with the Property which would preclude the City from using the Property for its intended use; and

WHEREAS, the City wishes to perform a preliminary environmental investigation at the City's cost on the Property and Sasdelli is willing to allow the City to perform preliminary environmental investigations, subject to certain conditions including but not limited to an indemnification of any claims against Sasdelli which may occur from the City's investigations, more particularly outlined in the Access and Indemnification Agreement attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute the Access and Indemnification Agreement as attached hereto.

Adopted:

President of Council

ATTEST:

City Clerk

ACCESS AND INDEMNIFICATION AGREEMENT

This Access and Indemnification Agreement (hereinafter “Agreement”) is made by and between Sasdelli Oil Company, Inc., a New Jersey Corporation (hereinafter “Sasdelli”) and the City of Vineland, a Municipal Corporation of the State of New Jersey (hereinafter “The City”) this _____ day of _____, 2022.

RECITALS

Sasdelli is the owner of certain real property located at 319 N. East Boulevard and 523 E. Peach Street in the City of Vineland, Cumberland County, New Jersey, officially designated on the City of Vineland Tax Map as Lots 1, 2 and 3 in Block 3010 (hereinafter “the Property”).

Located on the Property are the remnants of a former oil, petroleum and gasoline distribution operation, which remnants include, but are not limited to, two vacant, unoccupied buildings and an above-ground storage vessel.

The City is potentially interested in acquiring the Property from Sasdelli and has requested Sasdelli to grant permission to allow one or more environmental consultants and possibly one or more environmental contractors, of the City’s choosing, to conduct a Preliminary Assessment and Site Investigation (hereinafter “PASI”) to determine whether or not the Property, from an environmental perspective, is suitable for development.

Sasdelli, subject to certain conditions, as outlined below, is correspondingly interested in allowing the City and its Environmental Consultant(s) and Environmental Contractor(s) access to the Property to initiate, and complete, the PASI the City wishes to obtain.

TERMS OF AGREEMENT

Sasdelli and the City accordingly agree as follows:

1. Sasdelli agrees to grant, and does hereby grant, permission and authority to allow the City’s Environmental Consultant(s) and Environmental Contractor(s) access to the Property during ordinary and customary business hours to enable such parties to conduct the aforesaid PASI, in such manner as the City’s Environmental Consultant(s) and Environmental Contractor(s) deem appropriate, in their sole discretion.

2. The City or its Environmental Consultants or Environmental Contractors, as the case may be, shall notify Sasdelli, or Sasdelli’s designated representative, of the commencement date of all activities associated with the performance of the PASI, pursuant to this Agreement, and to the extent practicable, provide to Sasdelli a schedule of all dates for access, subject to weather and as other conditions permit. The City, or its Environmental Consultants or Environmental Contractors, as the case may be, shall notify Sasdelli or its designated representative, of any substantial change in the schedule of work, as soon as such change becomes known. At a minimum, notice of any event related to access or site work shall be given to Sasdelli, or to

Sasdelli's designated representative, at least five (5) business days in advance. Notice may be given telephonically.

3. As a material consideration related to this Agreement, the City agrees to hold and save Sasdelli harmless, and to defend and indemnify Sasdelli from any and all costs, loss, damage, claims, expenses and liability caused, or resulting from, any work performed on the Property in respect to the PASI or the right of access herein granted, including any and all damage to property or injury to persons (including death) and fines, penalties or other actions assessed, or maintained, by any regulatory agency, except for such fines, penalties, or other actions assessed or maintained by any regulatory agency relating to any preexisting environmental contamination.

4. Any work associated with the PASI to be performed by the City's Environmental Consultant(s) and Environmental Contractor(s) shall be performed at hours, and in a manner causing the least amount of disturbance on the Property. Upon completion of the activities for which this right of access is granted, the City shall cause its contractors to restore the Property to its original condition as existed prior to commencement of the activities contemplated hereby, or to such condition may be otherwise be agreed to by Sasdelli, in writing.

5. In performing the activities contemplated by this right of access, the City shall cause its Environmental Consultant(s) and Environmental Contractor(s) to comply with all laws, regulations and ordinances, applicable to such activities.

6. The City also agrees that it will provide Sasdelli with copies of all environmental data, sampling and analysis reports, consultant's reports and all correspondence with regulatory agencies and third parties relating to the existence, nature, characteristics, scope, migration, remediation or removal of any hazardous substances, pollutants or contaminants, as defined under any laws, regulations, orders or decrees, relating to or found on or within the Property. Such data, documents and reports shall be provided by the City to Sasdelli within five (5) business days after receipt of same by the City.

7. This Agreement contemplates the complete and entire understanding of the parties with respect to access rights and privileges afforded by Sasdelli to the City, and, in turn, to the City's Environmental Consultant(s) and Environmental Contractor(s).

8. The provisions of this Agreement shall be in effect for a period of sixty (60) days.

9. Nothing contained herein shall obligate the City to undertake actual environmental investigation of the property or to complete any such investigation if started.

10. Nothing contained herein shall require the City to accept a Deed in Lieu of Foreclosure from Sasdelli for the Property. Provided, however, that in the event the City does request a Deed in Lieu of Foreclosure for the Property from Sasdelli, Sasdelli shall execute and deliver the instrument, together with an associated Affidavit of Consideration and a Seller

Residency Certification within fifteen (15) calendar days of receipt of a written request from the City for the documents.

11. This Agreement and all modifications to it may be signed in one or more copies. All such signed copies shall be considered an original Agreement, including copies transmitted by facsimile or email and any one of which shall constitute the original of this Agreement. When facsimile and/or electronic copies have been executed by all parties, they shall have the same effect as if the signatures of, and on, each copy were placed upon the same document, and copies of such documents shall be deemed valid as original counterparts. The parties agree that all such signatures may be transferred to a single instrument, upon the request of any party.

Witness/Attest

SASDELLI OIL COMPANY, INC.
A New Jersey Corporation

By:

TERRY SASDELLI, President

CITY OF VINELAND,
A Municipal Corporation of the
State of New Jersey

By:
