

ORDINANCE NO. 2022- 66

ORDINANCE ACCEPTING 319 N. EAST BOULEVARD  
AND 523 E. PEACH STREET, ALSO KNOWN AS LOTS  
1, 2 AND 3 IN BLOCK 3010, FROM SASDELLI OIL  
COMPANY, INC.

WHEREAS, Sasdelli Oil Company is the owner of certain property located in the City of Vineland known as 523 E. Peach Street and 319 N. East Boulevard, also known as Lots 1, 2 and 3 in Block 3010, consisting of approximately 1.125 acres of vacant ground.

WHEREAS, Sasdelli Oil has offered the Property to the City of Vineland as a donation to be utilized by the City in a manner that will best serve the residents;

WHEREAS, a preliminary assessment found no areas of concerns, but recommended the removal of the 4 underground and one above ground storage tanks located on the property.

WHEREAS, the City has received an estimate to remove the 5 tanks including post closure soil sampling and analysis in the amount of \$39,500.00 from T&M Associates, an approved vendor;

WHEREAS, City Council finds it to be in the best interest of the City of Vineland to accept the gracious donation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the City of Vineland will accept from Sasdelli Oil at no cost, the property known as Lots 1, 2 and 3 in Block 3010 in accordance with the terms of the Agreement, a copy of which is attached hereto.

BE IT FURTHER ORDAINED by Vineland City Council, that the expenditure of \$39,500.00 for the removal of the 4 underground and one above ground storage tanks with post closure soil sampling and analysis by T&M Associates is approved;

BE IT FURTHER RESOLVED by Vineland City Council that the Mayor of the City of Vineland is authorized to execute any agreements that are necessary to complete the donation of the property by Sasdelli Oil to the City of Vineland.

Passed first reading:

Passed final reading:

\_\_\_\_\_  
President of Council

Approved by the Mayor:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**THIS AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Sasdelli Oil Company, Inc.**, a New Jersey Corporation, whose address is 124 Boulder Way, Asheville, NC 28803 (at times referred to as "Owner"), and the **City of Vineland**, a municipal corporation of the State of New Jersey, whose address is 640 E. Wood Street, Vineland, NJ 08360 (at times referred to as "City") or its Assigns.

**NOW, THEREFORE**, in consideration of the mutual agreements and undertakings provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. TRANSFER OF PROPERTY.** Owner agrees to convey to the City, subject to the City's right of refusal as set forth in **Paragraph 6** below, fee simple title to parcels of real property located in the City of Vineland, County of Cumberland, State of New Jersey, known as 319 N. East Boulevard 523 E. Peach Street and N. East Boulevard in the City of Vineland, Cumberland County, New Jersey, officially designated respectively on the City of Vineland Tax Map as Lots 1, 2 and 3 in Block 3010, together with all rights incident thereto and all improvements and fixtures located thereon (herein at times referred to as the "Property"). Subject to City's right of inspection this property is being transferred "as is". The Owner does not make any claims or promises about the condition or value of any of the property included in this sale.

**2. CONSIDERATION.** The property is being transferred to the City in lieu of foreclosure for nonpayment of real estate taxes and other assessments against the property.

**3. OWNERS REPRESENTATIONS.** Owner warrants and represents that:

(a) Owner has good and marketable title to the Property free of all liens encumbrances except those that will be satisfied at the time of closing.

(b) No one else has any interest in the property, and the Owner has the full right and authority to enter into this Agreement, and transfer title in accordance with the terms of this Agreement.

(c) The Owner has owned the Property since **April 17, 1973**. Since that time no one has questioned its right to possession or ownership. The Owner has sole possession of the Property. The Owner has not given anyone else any rights concerning the purchase or lease of the Property.

**4. QUALITY OF TITLE.**

(a) At closing, title to the Property shall be good and marketable and free and clear of all liens, restrictions, easements and other encumbrances and title objections, and shall be insurable as such at ordinary rates by any reputable title insurance company selected by the City (the "Title Company"). In the event that title is not marketable and free and clear of all liens, restrictions, easements and other encumbrances and title objections, or not insurable at ordinary rates City may cancel this take the property subject to said liens or cancel this Agreement.

(b) Owner shall not grant or create any new or additional liens, restrictions or encumbrances or otherwise alter the quality of title through and including the closing date. In the event Owner alters the

quality of title prior to the closing date, the Owner shall reimburse the City for all costs incurred in connection with any inspections or due diligence performed by the City or on the City's behalf, and the City may, at its option, cancel this Agreement.

5. **REMOVAL OF TANKS:** The City agrees to remove the underground storage tanks located on the Property at its own cost and expense. The City shall insure that the tanks are removed and properly disposed, by a licensed environmental contractor, in accordance with all applicable rules, regulations, codes, laws and ordinances. Owner hereby grants City and its agents, employees and contractors 120 days to from the effective date of this Agreement remove the tanks and to conduct additional environmental inspection and testing as recommended by its environmental contractor. Owner will cooperate with City and its contractor(s) the removal of the tanks and performing the additional environmental inspection and testing. The City shall be solely responsible for the cost and expense of the additional environmental testing.

6. **RIGHT OF REFUSAL:** Within 120 days of the Effective Date of this Agreement, the City shall provide the Owner with written notice of whether it will accept a deed to the Property in lieu of foreclosure. In the event the City elects not to accept a deed in lieu of foreclosure, or fails to provide written notice to the Owner of its decision within 120 days of the Effective Date of this Agreement, the City shall restore the property by backfilling the holes left in the ground by the removal of the underground storage tanks, and this Agreement shall terminate.

7. **CLOSING.** If the City elects to accept a deed in lieu of foreclosure the parties agree to cooperate so that closing can occur within thirty (30) days of the date that notice is given. The City shall be solely responsible for all closing costs, and other fees and expenses incurred as a result of the transfer of title. Closing shall be held by at the title company of the City's choice located in Vineland, New Jersey, Vineland City Hall, or at such other location mutually agreeable to the parties. In the event closing is not held within thirty (30) days of the date the notice, both parties shall cooperate in rescheduling the closing on a mutually convenient date. Upon Settlement, possession of the Property shall be delivered to City.

8. **ASSIGNMENT.** The City's rights and obligations under the terms of this Agreement may be assigned by the City in its sole discretion. The Owner Agrees to honor any such assignment by direct transfer of the property to the assignee at the time of closing.

9. **BREACH OF AGREEMENT.** In addition to any other remedy available to City at law or in equity, in the event of a breach of this Agreement by Owner, City shall have the right to seek specific enforcement of the terms of this Agreement.

10. **DOCUMENTS TO BE DELIVERED AT SETTLEMENT.** At Settlement, Owner will deliver to City the following, executed, acknowledged and in recordable form, as appropriate:

- (a) a Bargain and Sale Deed with Covenants against Grantors Acts;
- (b) affidavit of title; and
- (c) such other agreement document or writing necessary to record the deed

11. **NOTICES.** All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or when sent by certified mail, postage prepared as follows:

To City: City of Vineland Industrial Commission  
Att: Sandra Forosisky  
640 E. Wood Street  
Vineland, NJ 08360  
sforosisky@vinelandcity.org

Alan G. Giebner, Esq.  
1138 E. Chestnut Avenue, Suite 2A  
Vineland, NJ 08360  
agiebner@vinelandcity.org

To Owner: Sasdelli Oil Co.  
Attn: Terry Sasdelli, President  
124 Boulder Way  
Asheville, NC 28803  
tsasdelli@yahoo.com

Michael J. Gruccio, Esquire  
727 Landis Avenue, Suite 2  
Vineland, NJ 08360  
mgruccio@tgrlaw.com

13. **PARTIES BOUND.** This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

14. **AMENDMENT.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged, orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

15. **GOVERNING LAW.** This Agreement has been executed, delivered, and accepted in the State of New Jersey. This Agreement shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Cumberland, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement, enforcement of this Agreement, or any other matter arising therefrom. The parties hereby expressly submit, and consent, in advance, to such jurisdiction in any action or proceeding commenced by either party in such Court and expressly waives any right that may otherwise exist to a trial by jury.

16. **EFFECTIVE DATE/COUNTERPARTS.** This Agreement shall be effective on the later of the date signed by either party. ("Effective Date"). The last party to sign the Agreement shall insert the date on the first page and immediately e-mail a copy of the fully executed Agreement to the other party. This Agreement may be executed and delivered by exchange of facsimile or PDF copies showing signatures of all parties, and those signatures need not be affixed to the same copy. The facsimile or PDF copy showing the signatures of all parties will constitute originally signed copies requiring no further execution.

17. **ENTIRE AGREEMENT.** This Agreement and the Exhibits attached hereto constitute the entire Agreement of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior negotiations, understandings and agreements of the parties with respect to the subject matter hereof.

18. **EXECUTION.** The execution, delivery and performance of this Agreement by Owner has been duly authorized by the agent of the Owner and this Agreement constitutes the valid and binding obligation of Owner.

19. **ACCESS AGREEMENT.** Owner 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, for a period of 120 days from the Effective Date of this Agreement, to enable such parties to remove the underground storage tanks and perform additional testing as provided in **Paragraph 5** above, subject to the following conditions:

A. The City or its Environmental Consultants or Environmental Contractors, as the case may be, shall notify Owner, or Owner's designated representative, of the commencement date of all activities associated with the performance of the removal of the tanks, and any additional testing that is recommended, and to the extent practicable, provide to Owner 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 Owner 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 Owner, or to Owner's designated representative, at least five (5) business days in advance. Notice may be given telephonically.

B. As a material consideration related to this Agreement, the City agrees to hold and save Owner harmless, and to defend and indemnify Owner 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 removal of the tanks 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.

C. 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.

D. The City also agrees that it will provide Owner 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 Owner within five (5) business days after receipt of same by the City.

**20. LIMITED POWER OF ATTORNEY.** Sasdelli Oil Company, Inc. hereby grants the Vineland Police Department, its agents, servants, and employees, a limited power of attorney to enter upon the property for the purpose of removing trespassers. Owner acknowledges that it has not given any person, or groups of persons, the authority or right to enter upon the property, except as provided for in this Agreement, and that the Company consider anyone else to be illegally on the property and a trespasser. Sasdelli Oil Company further authorizes the Vineland Police Department and/or the City of Vineland, their agents, servants, employees, and officials to secure the property to protect against re-entry by unauthorized persons.

**IN WITNESS WHEREOF**, the Owner and City have caused this Agreement to be executed on the day and year set forth in the first paragraph hereof.

Witness/Attest:

**CITY:**  
City of Vineland

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
ANTHONY FANUCCI, Mayor

**OWNER:**  
SASDELLI OIL COMPANY, INC.  
A New Jersey Corporation

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
TERRY SASDELLI, President