

**RESOLUTION NO. 2022- 119**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS AND INDEMNIFICATION AGREEMENT BY AND BETWEEN T & M ASSOCIATES, MIDDLETOWN, NEW JERSEY AND THE CITY OF VINELAND FOR THE CITY RIGHT OF WAY ON PEACH STREET TO INVESTIGATE A UST LOCATED THEREON.**

**WHEREAS**, the City of Vineland has been researching sites for the construction of a facility providing food services for the homeless and needy population within the City so as to have a central location therefor; and

**WHEREAS**, certain property located between Peach and Pear Streets formerly the location of Sasdelli Oil Co. Inc., Block 3010 Lots 1, 2, 3 and 4, among other adjacent properties (Property), is available and has been vacant for years; and

**WHEREAS**, before acquiring the property, it is necessary to perform environmental studies to determine the existence of contamination and the extent thereof to consider the feasibility to use the Property for the food service facility; and

**WHEREAS**, the City has retained the firm of T & M Associates, Middletown, New Jersey (T&M) to perform the environmental studies which found several underground storage tanks (UST) on the Property, one which is located within the City Right of Way along Peach Street at or near its intersection with North East Boulevard; and

**WHEREAS**, in order to perform the environmental study it is necessary for T&M to have access to the City Right of Way.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Vineland that: the Mayor and Clerk are hereby authorized to execute an Access and Indemnification Agreement to allow T&M and their employees and sub-contractors access to and within the City Right of Way at the location and in the form and substance as attached hereto and made a part hereof.

Adopted:

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President of Council

ATTEST:

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City Clerk

## ACCESS AND INDEMNIFICATION AGREEMENT

This Access and Indemnification Agreement (hereinafter “Agreement”) is made by and between T&M Associates, Middletown, New Jersey (hereinafter “T&M”) and the City of Vineland, a Municipal Corporation of the State of New Jersey (hereinafter “The City”) this \_ day of \_\_, 2022.

### RECITALS

The City is the owner of a Right of Way along Peach Street which borders Block 3010 Lot 1 owned by Sasdelli Oil Co. Inc. a former oil, petroleum and gasoline distribution operation (hereinafter “the Property”).

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.

The City has retained the services of T&M to perform certain environmental studies to determine the existence and extent of contamination on said property

The City received a preliminary study from T&M which revealed several underground storage tanks on the property formerly used by Sasdelli Oil, one of which is located within the City’s Right of Way along Peach Street as depicted in the attached Schedule A.

T&M has retained MidAtlantic Geophysics, LLC, Titusville, New Jersey as a sub-contractor to do certain portions of the environmental study and need access to the City’s Right of Way.

The City, subject to certain conditions, as outlined below, is correspondingly interested in allowing T&M, its sub-contractors and employees and its Environmental Consultant(s) and Environmental Contractor(s) access to the City Right of Way to initiate, and complete, the PASI, inclusive of any investigation regarding the UST in the City Right of Way.

### TERMS OF AGREEMENT

T&M, individually and on behalf of their sub-contractors and employees and the City accordingly agree as follows:

1. City agrees to grant, and does hereby grant, permission and authority to allow T&M and their 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. T&M or its Environmental Consultants or Environmental Contractors, as the case may be, shall notify the City and 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 the City a schedule of all dates for access, subject to weather and as other conditions permit. T&M, or its Environmental Consultants or Environmental Contractors, as the case may be, shall notify the City and 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 the City and to Sasdelli's designated representative, at least three (3) business days in advance. Notice may be given telephonically.

3. As a material consideration related to this Agreement, the T&M agrees to hold and save the City and Sasdelli harmless, and to defend and indemnify the City and 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 T&M and their Environmental Consultant(s) and Environmental Contractor(s) shall be performed at hours, and in a manner causing the least amount of disturbance within the City Right of Way. At no time shall T&M, their sub-contractors, employees block or in any way interrupt the flow of traffic along Peach Street. Upon completion of the activities for which this right of access is granted, T&M shall cause its employees and/or sub-contractors to restore the Property and City Right of Way to its original condition as existed prior to commencement of the activities contemplated hereby, or to such condition as may be otherwise be agreed to by the City and/or Sasdelli, in writing.

5. In performing the activities contemplated by this right of access, T&M shall cause its employees and/or 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 the City and 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 City Right of Way and the Property. Such data, documents and reports shall be provided by T&M to the City within five (5) business days after receipt of same by T&M.

7. This Agreement contemplates the complete and entire understanding of the parties with respect to access rights and privileges afforded by the City to T&M, and, in turn, to their 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. 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

T & M Associates

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Authorized Signor

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

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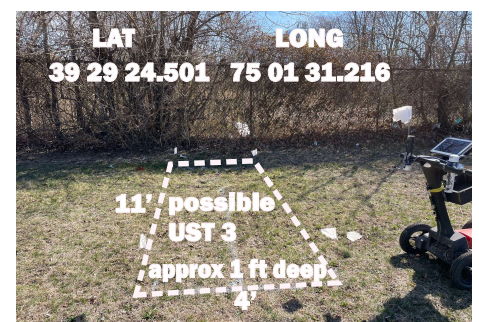
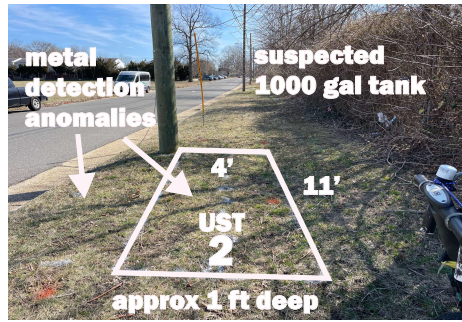
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Anthony R. Fanucci, Mayor

# Mid-Atlantic Geophysics Subsurface Delineation Report

<b>Date</b>	3/14/2022	<b>Client</b>	T&M Associates
<b>Location</b>	319 N East Blvd. Vineland, NJ	<b>Geophysicist</b>	Philip Duran

**Equipment Used** Schoenstadt GA72CD fluxgate magnetometer, Fisher TW-6 metal detector  
GSSI utiliscan DF radar system with 300 and 800 Mhz antennas  
GSSI Profiler EMP-400 EM conductivity meter



Electromagnetic (EM) metal detection data were collected throughout the accessible portions of the main study area along parallel transects separated by five feet in an effort to detect buried steel fuel tanks and other electrically conductive buried targets. This was followed by radar, metal detection and magnetometry data collection over all detected anomalies. Dense vegetation in portions of the site did not allow for full coverage there.

As a result of these surveys, two confirmed tanks ( 1, 2), two suspected tanks ( 3, 4) and several anomalous areas of buried metal ( A - E) were detected here as shown above, marked on the ground with spray paint and wire flags, and as shown in photographs on the reverse of this sheet. Several of the areas of buried metal along the southern portion of the property may in fact be due to surficial metallic debris left below the former train trestle in this area. Due to the overgrown nature of this portion of the site, radar data could not be collected there to confirm the size or shape of these anomalies.

**NOTICE:** The methods used at this site have been used successfully at many sites to locate buried targets. There can be no guarantee, however, that every target will be detected at a particular site. Sub-surface conditions may prevent some or all geophysical methods from detecting a particular buried target. This is particularly true for non-metallic or deep targets (such as sewer lines) and areas paved with steel-reinforced concrete. Target locations should be considered accurate to one foot on each side for targets defined by radar, and two feet per end for targets defined by other means.





UST 2 IN ROW

PEACH

Sixth

PEAR

3010

3009

3024

1

2

3

1

1

2

4

NB