

Call to Order**Pledge of Allegiance****Public Notice**

- 1) Pursuant to the Open Public Meetings Act, has been given on December 11, 2024, by the City Clerk, in the following manner:
 1. Posting written notice on the official bulletin board in the lobby of the City Hall;
 2. Providing written notice to the offices of The Daily Journal and The Press of Atlantic City; and;
 3. Filing written notice in the office of the City Clerk of the City of Vineland.

Minutes

- 1) Pre-Meeting Conference and Regular Meeting of March 25, 2025, and the Work Session of April 1, 2025

General Public Comment**Ordinances for Public Hearing and Final Reading**

- 1) Continued PUBLIC HEARING and FINAL READING on ORDINANCE NO. 2025-26, BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, APPROPRIATING \$9,200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,740,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.
- 2) PUBLIC HEARING and FINAL READING on ORDINANCE NO. 2025-29, BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$800,000 FOR CLOSURE OF THE SANITARY LANDFILL IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$760,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

Ordinances for First Reading

- 1) FIRST READING on ORDINANCE NO. 2025-30, ORDINANCE AUTHORIZING THE ACQUISITION OF A UTILITY EASEMENT BY CONDEMNATION OVER AND ACROSS THE LANDS OF D&D KUZMICZ CONSTRUCTION LLC ON E. OAK ROAD, KNOWN AS BLOCK 2401, LOT 3 AND BLOCK 2401, LOT 2.05.
- 2) FIRST READING on ORDINANCE NO. 2025-31, AN ORDINANCE PROVIDING FOR NO PARKING RESTRICTIONS ALONG RIVERSIDE DRIVE/MAURICE RIVER PARKWAY.
- 3) FIRST READING on ORDINANCE NO. 2025-32, ORDINANCE OF THE CITY OF VINELAND, COUNTY OF CUMBERLAND, NEW JERSEY APPROVING AN APPLICATION FOR A LONG-TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT RELATED TO THE REDEVELOPMENT OF BLOCK 4216, LOTS 1.03 AND 1.05 (ALSO REFERRED TO BLOCK 4216, LOTS 1.3 AND 1.5) ON THE TAX MAPS OF THE CITY.
- 4) FIRST READING on ORDINANCE NO. 2025-33, ORDINANCE AMENDING § 425-5 OF THE VINELAND MUNICIPAL CODE TO INCREASE FEES FOR REVIEWING AND ADMINISTERING DEVELOPMENT APPLICATIONS.

Resolutions

- 1) RESOLUTION NO. 2025-157, RESOLUTION ADOPTING CHANGES TO ORDINANCE NO. 2025-27 AND ORDINANCE NO. 2025-28.
- 2) RESOLUTION NO. 2025-181, A RESOLUTION RATIFYING AND CONFIRMING THE APPOINTMENT OF DENNIS KOONS AS DIRECTOR OF THE DEPARTMENT OF MUNICIPAL UTILITIES.

Consent Agenda

All matters listed below are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the

agenda. All matters on the Consent Agenda have been presented to City Council during either the work session or the pre-meeting conference and appear on the Consent Agenda without objection. The titles will not be individually read into the record, but will be properly memorialized in the meeting minutes.

- 1) RESOLUTION NO. 2025-158, A RESOLUTION APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-1 FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2026.
- 2) RESOLUTION NO. 2025-159, RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN VINELAND CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF VINELAND AS THE REDEVELOPMENT ENTITY AND NEWCOMB SENIOR APARTMENTS URBAN RENEWAL III, LLC, ITS ASSIGNEES, FOR PROPERTY KNOWN AS BLOCK 4216, LOTS 1.3 AND 1.5 AND APPOINTING NEWCOMB SENIOR APARTMENTS URBAN RENEWAL III, LLC AS THE REDEVELOPER .
- 3) RESOLUTION NO. 2025-160, A RESOLUTION AUTHORIZING THE EXECUTION OF A REVISED RESTORATION AGREEMENT WITH THE UNITED STATES ENVIRONMENTAL PROTECTION COVERING 519 E. QUINCE STREET, BLOCK 4109, LOT 6.
- 4) RESOLUTION NO. 2025-161, A RESOLUTION DECLARING THE EXISTENCE OF AN EMERGENCY REQUIRING ROAD REPAIR AT 964 W. SHERMAN AVENUE AND AUTHORIZING THE PAYMENT OF BILLS FOR SAID SERVICES.
- 5) RESOLUTION NO. 2025-162, A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO INITIUM SOFTWARES, LLC, LAKE MARY, FL, FOR ONBASE AND SHAREBASE RENEWAL.
- 6) RESOLUTION NO. 2025-163, A RESOLUTION AWARDING A CONTRACT TO THINK PAVERS HARDSCAPING, LLC, 125 KINGS HIGHWAY, MT. ROYAL, NJ FOR THE RESURFACING OF PARK AVENUE, PHASE 1, IN THE AMOUNT NOT TO EXCEED \$1,537,426.00.
- 7) RESOLUTION NO. 2025-164, A RESOLUTION AWARDING A CONTRACT TO EXTRA DUTY SOLUTIONS, SHELTON, CT FOR THE ADMINISTRATION OF EXTRA DUTY DETAILS FOR THE POLICE DEPARTMENT.
- 8) RESOLUTION NO. 2025-165, A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EDMUNDS GOVTECH, NORTHFIELD, NJ, FOR EDMUNDS SOFTWARE MAINTENANCE RENEWAL, IN AN AMOUNT NOT TO EXCEED \$40,522.72.
- 9) RESOLUTION NO. 2025-166, A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A STATE CONTRACT VENDOR, DELL, ROUND ROCK, TX FOR DELL MICROSOFT 365 USERS ANNUAL SOFTWARE RENEWAL.
- 10) RESOLUTION NO. 2025-167, A RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE FOR THE CITY FACILITY LOCATED AT 78 W. PARK AVENUE FROM GROUPE LACASSE, LLC c/o BELLIA OFFICE FURNITURE, CHICAGO, IL, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH INTERLOCAL PURCHASING SYSTEM (TIPS), A DIV. OF REGION 8 EDUCATION SERV. CENTER.
- 11) RESOLUTION NO. 2025-168, A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A STATE CONTRACT VENDOR, SOI/EXEMPLIS c/o BELLIA OFFICE FURNITURE, CYPRESS, CA, FOR THE PURCHASE OF FURNITURE FOR THE CITY FACILITY LOCATED AT 78 W. PARK AVENUE.
- 12) RESOLUTION NO. 2025-169, RESOLUTION EXERCISING OPTION TO RENEW CONTRACT C23-0084 FOR BANKING SERVICES FOR THE CITY OF VINELAND.
- 13) RESOLUTION NO. 2025-170, RESOLUTION EXERCISING THE ONE (1) YEAR CONTRACT EXTENSION TO CONTRACT C24-0115 ISSUED TO UTILIQUEST, LLC, ALPHARETTA, GA FOR AN OPEN-END CONTRACT FOR LOCATING AND MARKING OF URD ELECTRIC FACILITIES.
- 14) RESOLUTION NO. 2025-171, A RESOLUTION REJECTING BIDS RECEIVED ON JANUARY 31, 2025 FOR THE PURCHASE OF A NEW POWER TRANSFORMER

FOR WEST SUBSTATION AND AUTHORIZING THE PURCHASING AGENT TO RE-ADVERTISE FOR BIDS.

- 15) RESOLUTION NO. 2025-172, RESOLUTION AUTHORIZING ELECTRONIC TAX SALE AND COST OF MAILING.
- 16) RESOLUTION NO. 2025-173, A RESOLUTION AUTHORIZING AND DIRECTING THE REFUND OF TAXES.
- 17) RESOLUTION NO. 2025-174, A RESOLUTION AUTHORIZING THE CANCELLATION OF TAXES FOR CY 2025 FOR THE REASON RECOMMENDED BY THE CITY OF VINELAND TAX COLLECTOR.
- 18) RESOLUTION NO. 2025-175, A RESOLUTION IMPOSING LIENS PURSUANT TO N.J.S.A. 40:48-2.12s3 AGAINST CERTAIN PROPERTIES IN THE CITY OF VINELAND FOR UNPAID PROPERTY REGISTRATION FEES IMPOSED PURSUANT TO SAID STATUTE AND VINELAND CITY CODE § 530-13.
- 19) RESOLUTION NO. 2025-176, A RESOLUTION MAKING TEMPORARY EMERGENCY APPROPRIATIONS FOR THE CALENDAR YEAR 2025 PENDING FINAL ADOPTION OF THE CALENDAR YEAR 2025 BUDGET.
- 20) RESOLUTION NO. 2025-177, A RESOLUTION CANCELING OUTDATED CHECKS ISSUED BY THE CITY OF VINELAND.
- 21) RESOLUTION NO. 2025-178, A RESOLUTION PROVIDING AND AUTHORIZING THE PAYMENT OF BILLS AND DEMANDS AGAINST THE CITY OF VINELAND.
- 22) RESOLUTION NO. 2025-179, A RESOLUTION AUTHORIZING EXECUTION OF A CONSENT DECREE RESOLVING CLAIMS BETWEEN THE CITY OF VINELAND AND THE UNITED STATES OVER CONFLICTING LIEN PRIORITIES CONCERNING THE PROPERTY OF VINELAND ICE, 544 E. PEAR STREET.
- 23) RESOLUTION NO. 2025-180, A RESOLUTION REJECTING BIDS RECEIVED ON MARCH 25, 2025 FOR LANDSCAPING SERVICES-PUBLIC PROPERTY FOR THE CITY OF VINELAND AND AUTHORIZING THE PURCHASING AGENT TO RE-ADVERTISE FOR BIDS.

Council Member Comments

Adjournment

Vineland City Council	
Paul F. Spinelli, Council President	856-364-0085
Cruz Gomez, Jr., Council Vice President	856-364-0191
Dr. Elizabeth Arthur, Council Member	856-364-0955
Scott E. English, Council Member	856-364-1161
Albert Vargas, Council Member	856-364-1113

* **Public Comment** provides an opportunity for members of the public to inform the governing body about their views. The governing body prescribes to City Council’s by-laws and the NJ Statutes on Open Public Meetings when engaging during public comment. As such, each individual shall have a 5 minute limit to comment; cannot yield time to another individual; may only approach the podium once during public comment for any one topic; vulgar/offensive language is prohibited; and City Council will not engage in dialogue with the public during this time. The governing body maintains model courtesy and respect and requires members of the public to do the same.

PRE-MEETING CONFERENCE
TUESDAY, MARCH 25, 2025
5:00 P.M.

The Pre-Meeting Conference of the City Council of the City of Vineland was called to order by the President, Paul F. Spinelli.

The following members were present at roll call:

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

Also present were: Richard P. Tonetta, Esq., City Solicitor
Greg Gallo, Assistant Business Administrator
Edwin Alicea, Director of Public Safety
H. James Neher, Director of Public Works
Maryanne Wolf, Deputy City Clerk
Brenda Rodriguez, City Clerk's Office

President Spinelli led the Pledge of Allegiance.

The Municipal Clerk stated Public Notice of this meeting, pursuant to the Open Public Meetings Act, has been given on December 11, 2024 by the Municipal Clerk in the following manner:

1. Posting written notice on the official bulletin board in the lobby of the City Hall on;
2. Providing written notice to the offices of The Daily Journal and The Press of Atlantic City;
3. Filing written notice in the office of the City Clerk of the City of Vineland.

The President asked if anyone from the public would like to comment.

There being no one to be heard, the Clerk reviewed the changes to the agenda since last week's work session. the Clerk reminded everyone there will be a budget presentation by the Mayor immediately following the adoption of the meeting minutes. He reminded Council that Ordinance No. 2025-26 will be continued to April 8th due to the Daily Journal's inability to publish the display ad as requested by the City. The Clerk noted that Ordinance Nos. 2025-27 and 2025-28 are tabled which is why they are not on the Agenda. The legal department, Damon Tyner added Resolution No. 2025-151 "rejecting the application of Arise Cannabis NJ, LLC, for a cannabis class 1 cultivating license," Resolution No. 2025-154, "rejecting the request of Shiv Leela NJ, LLC Naperville, Illinois to grant an additional six-month extension to comply with the requirements contained in resolution no. 2023-430;" Resolution No. 2025-155, "amending resolution no. 2023-434, a resolution authorizing the issuance of a class ii annual cannabis manufacturing license to Wiseco NJ, LLC Vineland, New Jersey so as to grant an additional six-month extension to comply with the requirements contained in said resolution;" and Resolution No. 2025-156, "amending Resolution No. 2023-432, " authorizing the issuance of a class v annual cannabis retail license to Bud Bazaar, LLC, Vineland, New Jersey so as to grant an additional six-month extension to comply with the requirements contained in said resolution." Resolution No. 2025-152 was added by the City Clerk with Consent from President Spinelli "re-appointing Alan Angelo as a member of the Landis Sewerage Authority. Resolution No. 2025-153 was added by Alan Giebner from the Law Department, "rejecting the request of Shiv Leela NJ LLC, Naperville, Illinois to grant an additional six-month extension to comply with the requirements contained in resolution no. 2023-430. Mayor Fanucci added two communications: re-appointing Eugene Medio and Hussan Hameed-El, as members of the Recreation Commission, with their terms set to expire on September 15, 2029 and appointing Jennifer Hainley, to the Vineland Public Library Board of Trustees, to fill an unexpired term set to expire on December 31, 2028.

Councilmember Dr. Arthur noted she attended a Municipal Alliance meeting and the topic of discussion was vaping and was very educational.

Councilmember Vargas asked for an update on the Tradition Homes / Bokma. Solicitor Tonetta responded that he believed project was being held up by the needing for a creation of an Easement. Vargas stated it's been over a year and both Tonetta and President Spinelli agreed that the County said they were going to get it done last year and here we are. Bob Dickenson stated he believed it should start this July but Bokma should contact Doug Whittaker at the County. Vargas also gave an update on the PAL and a scheduled "Family Fun Day" scheduled for August 16, 2025.

President Spinelli noted that the PAL is growing and this is the time to make it shine and the City must support it fully. VDID is preparing for their Spring events and Executive Director Swanson has been working on the homeless issue.

Business Administrator Dickenson remarked that Gonzalez Park they are moving full steam ahead to be ready for the grand reopening.

PRE-MEETING CONFERENCE
TUESDAY, MARCH 25, 2025
~ page 2 ~

President Spinelli entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, to adjourn the meeting. The Clerk called the roll: YEAS: Councilmember Dr. Arthur
Councilmember English
Councilmember Gomez
Councilmember Vargas
President Spinelli

Meeting adjourned at 5:29 P.M.

Paul F. Spinelli
Council President

ATTEST:

Richard G. Franchetta, RMC, EJD
Municipal Clerk

REGULAR MEETING
TUESDAY, MARCH 25, 2025
5:32 P.M.

The Regular Meeting of the City Council of the City of Vineland was called to order by the President, Paul F. Spinelli.

The following members were present at roll call:

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

Also present were:

Greg Gallo, Assistant Business Administrator
Richard P. Tonetta, Esq., City Solicitor
Maryanne Wolf, Deputy City Clerk
Edwin Alicea, Director of Public Safety
H. James Neher, Director of Public Works
Brenda Rodriguez, City Clerk's Office

The President asked the Winslow Elementary School 5th Grade Safety Patrol members students lead in the Pledge of Allegiance:

Kaden Colon
Caleb Zimmerman
Loren Gatier
Elian Nunez
Kenley Hetherington
Isabel Sieri
Samantha Pacitto
Angelina Martine

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The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the minutes of the Pre-Meeting Conference and Regular Meeting of March 11, 2025; and the Work Session of March 18, 2025; be approved as submitted.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

Mayor Fanucci and Chief Financial Officer Susan Baldosaro supplied City Council with the 2025 budget presentation. Councilmember Spinelli asked on the status of Jake's Park to which Solicitor Tonetta replied there were glitches with the State in allowing the City tie into their sewer system however that has been resolved and the City is ready to break ground in the Spring and move forward.

Councilmember Dr. Arthur asked if resident taxes are going to increase. The Mayor responded that if at all, it may only be a couple cents. He stated the reason of uncertainty at the moment is because some items are still influx with skyrocketing costs including healthcare, benefits, etc... All councilmembers thanked the Mayor, Administration and particularly the Finance Department for all their hard work in preparing the budget.

The City Clerk read: *Public comment provides an opportunity for members of the public to inform the governing body about their views. The governing body prescribes to City Council's by-laws and the NJ Statutes on Open Public Meetings when engaging during public comment. As such, each individual shall have a 5-minute limit to comment; cannot yield time to another individual; may only approach the podium once during public comment for any one topic; vulgar/offensive language is prohibited; and City Council will not engage in dialogue with the public during this time. The governing body maintains model courtesy and respect and requires members of the public to do the same.*

TUESDAY, MARCH 25, 2025

~ 2 ~

The President asked if there was anyone in the audience who wished to be heard.

Georgette Shelton, CEO of the South Jersey Aids Alliance, said she understood Ordinance Numbers 2025-27 and 2025-28 are not on the Agenda tonight however changing the zones may result in more diseases. She stated she is willing to meeting to help provide information or should anyone want to come visit their location.

Alan Nobles from Old Farm Drive spoke about the concerns with the condition of roads, specifically Brewster Road, Spring Road, and Maple Avenue. President Spinelli provided some general answers and mentioned that the City's Business Administrator Bob Dickenson would be able to help him further and got Mr. Nobles in touch with him.

With no one else to be heard, the Clerk presented **ORDINANCE NO. 2025-19**, ORDINANCE AMENDING ORDINANCE 2012-8, ENTITLED AN ORDINANCE ADOPTING RESOLUTION NO. 5989 OF THE VINELAND PLANNING BOARD RECOMMENDING THE REDEVELOPMENT PLAN FOR THE NEWCOMB HOSPITAL SITE, AS AMENDED BY ORDINANCE 2018-27 PERMITTING THE CONSTRUCTION OF 4-STORY BUILDING FOR SENIORS ON BLOCK 4216 LOTS 1.01 AND 1.02, SO AS TO FURTHER ALLOW A 4-STORY BUILDING ON BLOCK 4216 LOTS 1.03 AND 1.05 which was ready public hearing.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-19 be taken up for a public hearing and open to the public for discussion.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President asked if anyone from the public would like to be heard on ORDINANCE NO. 2025-19.

There being no one to be heard, the President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the public hearing on ORDINANCE NO. 2025-19 be closed.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-19 be taken up for a final reading and adopted according to law.

The President asked if there was any discussion by Council on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk read ORDINANCE NO. 2025-19 and announced the vote tally.

The President directed the Clerk to submit ORDINANCE NO. 2025-19 to the mayor for his approval or disapproval.

The Clerk presented **ORDINANCE NO. 2025-20**, ORDINANCE AMENDING ORDINANCE 2019-57, ORDINANCE 2022-49 AND ORDINANCE 2022-75, CHAPTER 687, PART 4, ARTICLE XVIII OF THE CODE OF THE CITY OF VINELAND ENTITLED WATER-SEWER UTILITY; RIGHTS RESERVED; RATES, which was ready for a public hearing.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-20 be taken up for a public hearing and open to the public for discussion.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

TUESDAY, MARCH 25, 2025

~ 3 ~

The President asked if anyone from the public would like to be heard on ORDINANCE NO. 2025-20.

There being no one to be heard, the President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the public hearing on ORDINANCE NO. 2025-20 be closed.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-20 be taken up for a final reading and adopted according to law.

The President asked if there was any discussion by Council on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk read ORDINANCE NO. 2025-20 and announced the vote tally.

The President directed the Clerk to submit ORDINANCE NO. 2025-20 to the mayor for his approval or disapproval.

The Clerk presented **ORDINANCE NO. 2025-21**, ORDINANCE AMENDING ORDINANCE 2011-5, CHAPTER 687, PART I, ARTICLE VIIA, SECTION 687-68.4 OF THE CODE OF THE CITY OF VINELAND ENTITLED ELECTRIC SERVICE DISCOUNT TO WATER UTILITY; EXPIRATION, which was ready for a public hearing.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-21 be taken up for a public hearing and open to the public for discussion.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President asked if anyone from the public would like to be heard on ORDINANCE NO. 2025-21.

There being no one to be heard, the President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the public hearing on ORDINANCE NO. 2025-21 be closed.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-21 be taken up for a final reading and adopted according to law.

The President asked if there was any discussion by Council on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk read ORDINANCE NO. 2025-21 and announced the vote tally.

The President directed the Clerk to submit ORDINANCE NO. 2025-21 to the mayor for his approval or disapproval.

TUESDAY, MARCH 25, 2025

~ 4 ~

The Clerk presented **ORDINANCE NO. 2025-22**, ORDINANCE APPROPRIATING \$1,800,000 FROM THE WATER UTILITY'S CAPITAL IMPROVEMENT FUND FOR VARIOUS IMPROVEMENTS TO THE VINELAND MUNICIPAL WATER UTILITY IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, which was ready for a public hearing.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-22 be taken up for a public hearing and open to the public for discussion.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President asked if anyone from the public would like to be heard on ORDINANCE NO. 2025-22.

There be no one to be heard, the President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the public hearing on ORDINANCE NO. 2025-22 be closed.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-22 be taken up for a final reading and adopted according to law.

The President asked if there was any discussion by Council on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk read ORDINANCE NO. 2025-22 and announced the vote tally.

The President directed the Clerk to submit ORDINANCE NO. 2025-22 to the mayor for his approval or disapproval.

The Clerk presented **ORDINANCE NO. 2025-23**, ORDINANCE APPROPRIATING \$10,600,000 FROM THE ELECTRIC UTILITY'S CAPITAL IMPROVEMENT FUND FOR VARIOUS IMPROVEMENTS TO THE VINELAND MUNICIPAL ELECTRIC UTILITY IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, which was ready for a public hearing.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-23 be taken up for a public hearing and open to the public for discussion.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President asked if anyone from the public would like to be heard on ORDINANCE NO. 2025-23.

There being no one to be heard, the President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the public hearing on ORDINANCE NO. 2025-23 be closed.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-23 be taken up for a final reading and adopted according to law.

TUESDAY, MARCH 25, 2025

~ 5 ~

The President asked if there was any discussion by Council on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk read ORDINANCE NO. 2025-23 and announced the vote tally.

The President directed the Clerk to submit ORDINNCE NO. 2025-23 to the mayor for his approval or disapproval.

The Clerk presented **ORDINANCE NO. 2025-24**, BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO VARIOUS ROADS AND RELATED DRAINAGE AND SIDEWALK IMPROVMENTS IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY APPROPRIATING \$6,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$5,700,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF, which was ready for a public hearing.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-24 be taken up for a public hearing and open to the public for discussion.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President asked if anyone from the public would like to be heard on ORDINANCE NO. 2025-24.

There being no one to be heard, the President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the public hearing on ORDINANCE NO. 2025-24 be closed.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-24 be taken up for a final reading and adopted according to law.

The President asked if there was any discussion by Council on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk read ORDINANCE NO. 2025-24 and announced the vote tally.

The President directed the Clerk to submit ORDINNCE NO. 2025-24 to the mayor for his approval or disapproval.

The Clerk presented **ORDINANCE NO. 2025-25**, AN ORDINANCE APPROVING THE ANNUAL CONNECTION FEESCHEDULE ESTABLISHED BY THE CITY OF VINELAND WATER UTILITY FOR THE YEAR 2014 PURSUANT TO ORDINANCE NO. 89-105, which was ready for a public hearing.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-25 be taken up for a public hearing and open to the public for discussion.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

TUESDAY, MARCH 25, 2025

~ 6 ~

The President asked if anyone from the public would like to be heard on ORDINANCE NO. 2025-25.

There being no one to be heard, the President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the public hearing on ORDINANCE NO. 2025-25 be closed.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-25 be taken up for a final reading and adopted according to law.

The President asked if there was any discussion by Council on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk read ORDINANCE NO. 2025-25 and announced the vote tally.

The President directed the Clerk to submit ORDINANCE NO. 2025-25 to the mayor for his approval or disapproval.

The Clerk presented **ORDINANCE NO. 2025-26**, BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, APPROPRIATING \$9,200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,740,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF, which was ready for a public hearing.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-26 be taken up for a public hearing and open to the public for discussion.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The President asked if anyone from the public would like to be heard on ORDINANCE NO. 2025-26.

The Clerk remarked that because the Daily Journal was unable to accommodate the Clerk's Office request for timely publication, this Ordinance must be continued until the next regular meeting.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that the Public Hearing on ORDINANCE NO. 2025-26 be continued to Tuesday, April 8, 2025 at 5:30 p.m.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented **ORDINANCE NO. 2025-29** which was ready for a First Reading.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-29 be taken up for a First Reading.

The Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

TUESDAY, MARCH 25, 2025

~ 7 ~

The Clerk read, ORDINANCE NO. 2025—29 BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$800,000 FOR CLOSURE OF THE SANITARY LANDFILL IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$760,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that ORDINANCE NO. 2025-29 be passed for a First Reading and that a Public Hearing be held on Tuesday, April 8, 2025 at 5:30 p.m.

The President asked if there was any discussion by Council members on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented **RESOLUTION NO. 2025-135**, A RESOLUTION TO INTRODUCE THE CALENDAR YEAR 2025 MUNICIPAL BUDGET OF THE CITY OF VINELAND.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-135 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-136**, STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM ENABLING RESOLUTION.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-136 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-137**, A RESOLUTION OF SUPPORT FROM THE CITY OF VINELAND CITY COUNCIL FOR THE PURCHASE OF A NEW MOBILE COMMAND VEHICLE.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-137 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-138**, RESOLUTION ACKNOWLEDGING COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964.

TUESDAY, MARCH 25, 2025

~ 8 ~

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-138 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-139**, A RESOLUTION AWARDDING A CONTRACT TO ALIANO BROTHERS GENERAL CONTRACTORS INC., VINELAND, NJ FOR VINELAND SENIOR CENTER RENOVATIONS.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-139 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-140**, A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO BONFIRE FIBER, LLC, DENVER, CO, FOR BROADBAND UTILITY CONSULTING & PROJECT MANAGEMENT SERVICES.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-140 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-141**, A RESOLUTION APPROVING CHARGES AGAINST CERTAIN PROPERTIES IN THE CITY OF VINELAND FOR DEMOLITION OF UNFIT STRUCTURES, PURSUANT TO ORDINANCE NO. 99-7, AND AUTHORIZING SAID CHARGES TO BECOME LIENS UPON SUCH LANDS AND TO BE ADDED TO AND BECOME A PART OF THE TAXES TO BE ASSESSED AND LEVIED UPON SUCH LANDS.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-139 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-142**, A RESOLUTION CANCELING THE UNEXPENDED BALANCES OF IMPROVEMENT AUTHORIZATIONS.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-142 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

TUESDAY, MARCH 25, 2025

~ 9 ~

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-143**, A RESOLUTION APPROVING SURETY REDUCTION, RELEASE OR RENEWAL AS SUBMITTED BY THE CITY ENGINEER AND DIRECTOR OF LICENSES AND INSPECTIONS.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-143 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-144**, A RESOLUTION PROVIDING AND AUTHORIZING THE PAYMENT OF BILLS AND DEMANDS AGAINST THE CITY OF VINELAND.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-144 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-145**, RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT AMONG THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION, THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER, AND CITY OF VINELAND, REGARDING THE VINELAND DEVELOPMENT CENTER INDUSTRIAL PARK AT 860 NORTH ORCHARD ROAD.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-145 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-146**, A RESOLUTION AUTHORIZING THE SALE AND TRANSFER OF A 2018 KME ENFORCER FIRE ENGINE PUMPER FROM LAWRENCE TOWNSHIP CEDARVILLE FIRE DEPARTMENT TO THE CITY OF VINELAND FOR ITS USE BY THE VINELAND FIRE DEPARTMENT.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-146 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

TUESDAY, MARCH 25, 2025

~ 10 ~

The Clerk presented, **RESOLUTION NO. 2025-147**, A RESOLUTION APPOINTING MARISSA ESCRIBANO TO THE VINELAND DOWNTOWN IMPROVEMENT DISTRICT MANAGEMENT CORPORATION BOARD OF DIRECTORS.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-147 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-148**, A RESOLUTION AMENDING RESOLUTION NO. 2024-583, AS TO ADD THE VINELAND VOICE NEWSPAPER TO THE LIST OF DESIGNATED NEWSPAPERS APPROVED BY THE GOVERNING BODY TO RECEIVE PUBLIC NOTICES AS REQUIRED UNDER THE OPEN PUBLIC MEETINGS ACT.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-148 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-149**, A RESOLUTION RE-APPOINTING DANIEL J. PERETTI, JR. AS THE RESIDENT MEMBER OF THE HOUSING AUTHORITY.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-149 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-150**, A RESOLUTION APPOINTING ELIZABETH VIERA AS THE RESIDENT MEMBER OF THE HOUSING AUTHORITY.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-150 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-151**, A RESOLUTION REJECTING THE APPLICATION OF ARISE CANNABIS NJ, LLC FOR A CANNABIS CLASS 1 CULTIVATING LICENSE.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-151 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

TUESDAY, MARCH 25, 2025

~ 11 ~

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-152**, A RESOLUTION RE-APPOINTING ALAN ANGELO AS A MEMBER OF THE LANDIS SEWERAGE AUTHORITY.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-152 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-153**, RESOLUTION AUTHORIZING THE CONTINUATION OF PAYMENTS TO THE SOUTH JERSEY ANIMAL SHELTER WITHOUT PREJUDICE PENDING FINAL NEGOTIATION OF A SHELTERING AGREEMENT FOR YEAR 2025.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-153 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-154**, A RESOLUTION REJECTING THE REQUEST OF SHIV LEELA NJ LLC, NAPERVILLE, ILLINOIS TO GRANT AN ADDITIONAL SIX-MONTH EXTENSION TO COMPLY WITH THE REQUIREMENTS CONTAINED IN RESOLUTION NO. 2023-430.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-154 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-155**, A RESOLUTION AMENDING RESOLUTION NO. 2023-434, A RESOLUTION AUTHORIZING THE ISSUANCE OF A CLASS II ANNUAL CANNABIS MANUFACTURING LICENSE TO WISECO NJ LLC, VINELAND, NEW JERSEY SO AS TO GRANT AN ADDITIONAL SIX-MONTH EXTENSION TO COMPLY WITH THE REQUIREMENTS CONTAINED IN SAID RESOLUTION.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-155 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs

Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **RESOLUTION NO. 2025-156**, A RESOLUTION AMENDING RESOLUTION NO. 2023-432, A RESOLUTION AUTHORIZING THE ISSUANCE OF A CLASS V ANNUAL CANNABIS RETAIL LICENSE TO BUD BAZAAR LLC, VINELAND, NEW JERSEY SO AS TO GRANT AN ADDITIONAL SIX-MONTH EXTENSION TO COMPLY WITH THE REQUIREMENTS CONTAINED IN SAID RESOLUTION.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, that RESOLUTION NO. 2025-156 be adopted according to law.

The President asked if there was any discussion by Councilmembers on this motion.

There being no discussion, the Clerk called the roll: YEAs
Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The Clerk presented, **COMMUNICATION** from Mayor Anthony R. Fanucci re-appointing Eugene Medio and Hussan Hameed-El, as members of the Recreation Commission, with their terms set to expire on September 15, 2029 and requested the same to be received and filed in the City Clerk’s Office.

The Clerk presented, **COMMUNICATION** from Mayor Anthony R. Fanucci appointing Jennifer Hainley, to the Vineland Public Library Board of Trustees, to fill an unexpired term set to expire on December 31, 2028 and requested the same to be received and filed in the City Clerk’s Office.

Councilmember Dr. Arthur thanked the Sabater Students for participating in the Pledge of Allegiance and expressed her condolences to the Lillie family in the unfortunate passing of VMEU Director John Lillie.

Councilmember Gomez thanked the students and remarked they were very emphatic in their recitation. He also thanked Rachel Lippoff for her work and also the residents and professionals that testified on zoning issues.

Councilmember Vargas expressed his condolences to the Lillie family. He thanked the Sabater kids for coming out and said he believes Sabater School is number one right now for their loudness and enthusiasm.

Councilmember English thanked the kids and also Dr. Arthur for coordinating each meeting with the schools and said it was nice to get them out and involved in civics. He expressed his condolences to the Lillie family and spoke of John as a personal family friend. He also mentioned his thoughts and prayers went out to the Franklinville community for two Delsea students who recently lost their lives in motor vehicles accidents. He appreciated the education he is receiving on Substance Abuse concerning the zoning ordinances and noted that one’s perception sometimes clouds their own vision. He thanked those on both sides of the issue as he continues to educate himself and hopes the public will do the same.

President Spinelli thanked the Red Cross for all they do and to the Sabater students. He commented that the City has owned the errors on the Cavallo Drive issue and are not forcing any property owner to connect to the City system. However if, and when, they do connect, they must pay their fair share. He closed by stating Council has taken a lot into consideration for these zoning ordinances and they all want to make the right decision as to what is best for the majority of the people who live in Vineland.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Dr. Arthur, to adjourn the meeting.

The Clerk called the roll: YEAs
Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilmember Albert Vargas
President Paul F. Spinelli

The meeting adjourned at 6:38 p.m.

ATTEST:

Paul F. Spinelli
Council President

Richard G. Franchetta, RMC, EJD
Municipal Clerk

REGULAR WORK SESSION
TUESDAY, MARCH 18, 2025
5:00 P.M.

The Regular Work Session of the City Council of the City of Vineland was called to order by the President, Paul F. Spinelli.

The following members were present at roll call:
Councilmember Dr. Elizabeth A. Arthur
Councilmember Scott E. English
Councilmember Cruz Gomez, Jr.
Councilman Albert Vargas
President Paul F. Spinelli

Also present were: Richard P. Tonetta, Esq., City Solicitor
Robert E. Dickenson, Jr., Business Administrator
Edwin Alicea, Director of Public Safety
H. James Neher, Director of Public Works

The President led the Pledge of Allegiance.

The Municipal Clerk stated Public Notice of this meeting, pursuant to the Open Public Meetings Act, has been given on December 11, 2024 by the City Clerk in the following manner:

1. Posting written notice on the official bulletin board in the lobby of the City Hall;
2. Providing written notice to the offices of The Daily Journal and The Press of Atlantic City;
3. Filing written notice in the office of the City Clerk of the City of Vineland.

The President asked if anyone from the public would like to comment.

Steve Lewis had a question about the pending Animal Shelter Resolution asking if there was any negotiation on fees. Solicitor Tonetta stated there is no increase and they are using the 2024 fee schedule. Tonetta also mentioned they will continue to look for options and the Administration is not happy the City is charged by population, not by usage of the shelter. Mr. Lewis closed indicating the citizens of Vineland should know what they are really paying for.

There being no one further to be heard, the Clerk reviewed the agenda.

Solicitor Tonetta mentioned the ABC liquor license hearing scheduled for April 8th, at the request of Prosecutor Charles Fiore, will have to be postponed. Members spoke of a potential Wednesday, May 7, 2025 date at 4:00 P.M. Tonetta will confirm.

Councilmember English asked for the cliff notes version and education on the Burnt Mill Pond situation.

Councilmember Dr. Arthur stated students from Pilla School will attend the next meeting.

Councilmember Vargas went over the baseball opening day schedule with the Council Members. He also reminded everyone about the viewing arrangements for former city employee Dale Elbeuf.

President Spinelli gave an update on the VDID and mentioned the new Convention Center will opening on Landis Avenue at the end of this October. He also said anyone wanting to participate in the Memorial Day parade to please reach out to Sheena Santiago.

The President entertained a motion by Councilmember Vargas, and seconded by Councilmember Arthur, to adjourn the meeting. The Clerk called the roll: YEAS: Councilmember Dr. Arthur
Councilmember English
Councilmember Gomez
Councilmember Vargas
President Spinelli

Meeting adjourned at 6:04 P.M.

Paul F. Spinelli
President

ATTEST:

Richard G. Franchetta, RMC, EJD
Municipal Clerk

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, APPROPRIATING \$9,200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,740,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the City of Vineland, in the County of Cumberland, New Jersey (the "City") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$9,200,000, and further including the aggregate sum of \$460,000 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$8,740,000 pursuant to the Local Bond

Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) <u>Recreation:</u> Various park improvements, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	\$130,000	\$123,500	15 years
b) <u>Information Systems:</u> Various information system upgrades, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	\$460,000	\$437,000	5 years
c) <u>Vehicle Maintenance:</u> Acquisition of vehicles, equipment, heavy equipment and a trash truck, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if			

set forth at length, including all related costs and expenditures incidental thereto.	\$6,718,000	\$6,382,100	5 years
(d) <u>Building Improvements:</u> Various City building improvements and renovations, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all related costs and expenditures incidental thereto.	\$1,584,800	\$1,505,560	10 years
(e) <u>Various Departmental:</u> Acquisition of office, building and ground equipment, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	<u>\$307,200</u>	<u>\$291,840</u>	10 years
Total	<u>\$9,200,000</u>	<u>\$8,740,000</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this

bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The City hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the City

may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 6.16 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$8,740,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$1,380,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The City hereby declares the intent of the City to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the

improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Re: CITY OF VINELAND
\$9,200,000/\$8,740,000 BOND ORDINANCE
VARIOUS CAPITAL IMPROVEMENTS

- 1 Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the bond ordinance, together with the electronic confirmation of filing provided by the Division of Local Government Services and evidence of filing in the Clerk's Office.
- 2 Down Payment Certificate.
- 3 Certified copy of the minutes of the meeting of the City Council held on __/__/__ showing introduction of the bond ordinance.
- 4 Affidavit of Publication in local newspaper following introduction of the bond ordinance.
- 5 Certified copy of the minutes of the meeting of the City Council held on __/__/__ showing public hearing and final adoption of the bond ordinance.
- 6 Affidavit of Publication in local newspaper following final adoption of the bond ordinance.
- 7 Clerk's Certificate executed no sooner than 21 days following final publication of the bond ordinance.

BELOW FOR McMANIMON, SCOTLAND & BAUMANN, LLC USE ONLY

Posted: __/__/__ Useful Life: 6.16 years Reviewed By: ____

Section 20 Costs: \$1,380,000 Mayor's Approval: __/__/__

Amends/Amended By: Ord. # _____ F/A: __/__/__
Amendment: _____

Supplements/Supplemented By: Ord. # _____ F/A: __/__/__
Original Appropriation/Authorization: \$ _____/\$ _____

Authorization for CFO to Sell Notes: X Yes No
Resolution Authorizing CFO to Sell Notes: F/A / /

Grant Moneys Expected: N/A

NOTES/BONDS ISSUED HEREUNDER						
AMOUNT	DATE	MATURITY	RATE	PAYDOWN	NEW/ RENEWAL	REMAINING AUTHOR- IZATION

DEBT STATEMENT CERTIFICATE

I, Richard G. Franchetta, Clerk of the City of Vineland, in the County of Cumberland, New Jersey (herein called the "City"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the City that was prepared as of _____, 2025 by Susan Baldosaro, who was then chief financial officer of the City and filed in my office on _____, 2025, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of Local Government Services of the State of New Jersey on _____, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this _____ day of _____, 2025.

Richard G. Franchetta, Clerk

(SEAL)

CERTIFICATE OF DOWN PAYMENT

I, Susan Baldosaro, Chief Financial Officer of the City of Vineland, in the County of Cumberland, New Jersey (the "City") HEREBY CERTIFY that prior to the final adoption on _____, 2025 of a bond ordinance entitled:

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, APPROPRIATING \$9,200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,740,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF,

there was available as a down payment for the purposes authorized by the bond ordinance the sum of \$460,000, which amount was appropriated as a down payment by the bond ordinance and was made available from the following sources (strike out inapplicable language):

- a. by provision in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes;
- b. from moneys then actually held by the City and previously contributed for such purpose other than by the City; or
- c. by emergency appropriation.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

Susan Baldosaro, Chief Financial Officer

EXTRACT from the minutes of a _____ meeting of the City Council
of the City of Vineland, in the County of Cumberland, New Jersey held at the
_____ in the City on _____, 2025 at _____ o'clock _____.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Richard G. Franchetta, Clerk of the City of Vineland, in the County of Cumberland, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the City duly called and held on _____, 2025 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2025.

Richard G. Franchetta, Clerk

(SEAL)

EXTRACT from the minutes of a _____ meeting of the City Council
of the City of Vineland, in the County of Cumberland, New Jersey held at the
_____ in the City on _____, 2025 at _____ o'clock _____.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Richard G. Franchetta, Clerk of the City of Vineland, in the County of Cumberland, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the City duly called and held on _____, 2025 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2025.

Richard G. Franchetta, Clerk

(SEAL)

CLERK'S CERTIFICATE

I, Richard G. Franchetta, Clerk of the City of Vineland, in the County of Cumberland, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the City of Vineland, in the County of Cumberland, State of New Jersey (herein called the "City"). In this capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all ordinances and resolutions of the City. The representations made herein are based upon the records of the City.

2. Attached hereto is a true and complete copy of a bond ordinance passed by the governing body of the City on first reading on _____, 2025 and finally adopted by the governing body on _____, 2025 and, where necessary, approved by the Mayor on _____, 2025.

3. On _____, 2025, a copy of the bond ordinance and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body, was posted in the principal municipal building of the City at the place where public notices are customarily posted. Copies of the bond ordinance were made available to all who requested them.

4. Upon passage on first reading, the bond ordinance, or a summary thereof, was duly published on _____, 2025.

5. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

6. After final passage, the bond ordinance, a copy of which is attached hereto, was duly published on _____, 2025. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2025.

Richard G. Franchetta, Clerk

[SEAL]

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Vineland, in the County of Cumberland, State of New Jersey, on _____, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the _____, in the City on _____, 2025 at _____ o'clock __.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, APPROPRIATING \$9,200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,740,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

Purposes:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) <u>Recreation:</u> Various park improvements, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	\$130,000	\$123,500	15 years
b) <u>Information Systems:</u> Various information system upgrades, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	\$460,000	\$437,000	5 years
c) <u>Vehicle Maintenance:</u>			

Acquisition of vehicles, equipment, heavy equipment and a trash truck, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all related costs and expenditures incidental thereto.	\$6,718,000	\$6,382,100	5 years
(d) <u>Building Improvements:</u> Various City building improvements and renovations, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all related costs and expenditures incidental thereto.	\$1,584,800	\$1,505,560	10 years
(e) <u>Various Departmental:</u> Acquisition of office, building and ground equipment, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	<u>\$307,200</u>	<u>\$291,840</u>	10 years
Total	<u>\$9,200,000</u>	<u>\$8,740,000</u>	

Appropriation: \$9,200,000

Bonds/Notes Authorized: \$8,740,000

Grant Appropriated: N/A

Section 20 Costs: \$1,380,000

Useful Life: 6.16 years

Richard G. Franchetta, Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City of Vineland, in the County of Cumberland, State of New Jersey on _____, 2025 and the 20 day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, APPROPRIATING \$9,200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,740,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

Purposes:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) <u>Recreation:</u> Various park improvements, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	\$130,000	\$123,500	15 years
b) <u>Information Systems:</u> Various information system upgrades, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	\$460,000	\$437,000	5 years
c) <u>Vehicle Maintenance:</u> Acquisition of vehicles, equipment, heavy equipment and a trash truck, as			

more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all related costs and expenditures incidental thereto.	\$6,718,000	\$6,382,100	5 years
(d) <u>Building Improvements:</u> Various City building improvements and renovations, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all related costs and expenditures incidental thereto.	\$1,584,800	\$1,505,560	10 years
(e) <u>Various Departmental:</u> Acquisition of office, building and ground equipment, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	<u>\$307,200</u>	<u>\$291,840</u>	10 years
Total	<u>\$9,200,000</u>	<u>\$8,740,000</u>	

Appropriation: \$9,200,000

Bonds/Notes Authorized: \$8,740,000

Grant Appropriated: N/A

Section 20 Costs: \$1,380,000

Useful Life: 6.16 years

Richard G. Franchetta, Clerk

March 10, 2025

Yolanda Hill, Chief Accountant
City of Vineland
640 East Wood Street
Vineland, New Jersey 08362

Re: \$9,200,000/\$8,740,000 Bond Ordinance

Dear Susan:

In accordance with your request, I have prepared and enclose herewith a form of bond ordinance providing for various capital improvements. The bond ordinance should be adopted in accordance with the usual procedure set forth below for your convenience.

The electronic Supplemental Debt Statement should be prepared on the date of introduction of the bond ordinance and sent to the Clerk on that same date. The Supplemental Debt Statement should also be filed electronically with the Division of Local Government Services prior to final adoption of the bond ordinance. Please retain a copy of the electronic receipt sent to you by the Division of Local Government Services, as we will need a copy for our records. In order to comply with the capital budget regulations, the bond ordinance contains a provision amending the capital budget to the extent of any inconsistency with the bond ordinance and it should be sent to Trenton and filed along with the resolution of the governing body in the form required by the Local Finance Board showing the details of the amended capital budget. It will not be necessary to publish the resolution.

The bond ordinance may be introduced and read by title only and adopted by a majority of the members of the governing body present, assuming a quorum. After introduction, the Notice of Pending Bond Ordinance and Summary must be published in the local newspaper, a form of which I have enclosed for your use. Also, the bond ordinance should be posted on the bulletin board customarily used for notices, together with the Notice of Pending Bond Ordinance and Summary, and copies of the bond ordinance should be made available to anyone who requests them of the Clerk after introduction.

The bond ordinance can be considered for final adoption not less than ten days after introduction and not less than seven days after the publication of the Notice of Pending Bond Ordinance and Summary. If the bond ordinance has been posted and copies made available as indicated above, the bond ordinance can be read at the second hearing by title only. If the bond ordinance posting procedure has not been followed, the bond ordinance must be read in full at the second hearing. After the bond ordinance is read for the second time, the governing body should hold a public hearing and should give all members of the public a chance to be heard on the bond ordinance. After the public

hearing, the bond ordinance can be finally adopted by the affirmative vote of not less than two-thirds of the full membership of the governing body. After final adoption, the Bond Ordinance Statement and Summary must be published, a copy of which I have enclosed for your use. Note that if the approval of an officer is required to make the bond ordinance effective, the bond ordinance must be approved by that officer, or passed over veto, before it is published after final adoption.

After the bond ordinance is finally adopted, it will be necessary for us to establish a record of proceedings documenting the proper adoption of the bond ordinance. In order to do this, we will need one completely executed set of the documents enumerated on the attached checklist. By copy of this letter, I am sending the Clerk a copy of the checklist along with a copy of the bond ordinance. With the exception of the Affidavits of Publication, I am also sending the Clerk the necessary certificates to be completed, executed and returned to us along with the necessary attachments to provide us with this documentation. It should be noted that the Clerk's Certificate must be executed no sooner than 21 days following the final publication in order to attest that there has been no protest within the statutory twenty-day protest period.

If you or the Clerk have any questions about the form of the bond ordinance, the adoption procedure or the form of the certificates, please call me.

Thank you for this opportunity to have been of assistance.

Very truly yours,

Christopher B. Langhart

Christopher B. Langhart

Enclosures

cc: Susan Baldosaro, Chief Financial Officer, w/encl.
Richard G. Franchetta, Clerk, w/encl.
Richard P. Tonetta, Esq., w/encl.
Leon Costello, C.P.A., w/encl.

ORDINANCE NO. 2025-29

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$800,000 FOR CLOSURE OF THE SANITARY LANDFILL IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$760,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance has heretofore been authorized to be undertaken by the City of Vineland, in the County of Cumberland, New Jersey (the "City") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the supplemental amount of \$800,000, such sum being in addition to the \$2,600,000 appropriated therefor by bond ordinance #1989-16 of the City, finally adopted March 28, 1989 ("Bond Ordinance #1989-16") and the \$100,000 appropriated by bond ordinance #2006-62, finally adopted July 25, 2006 ("Bond Ordinance #2026-62" and together with Bond Ordinance #1989-16, the "Original Bond Ordinance"), and including the sum of \$40,000 as the additional down payment required by the Local Bond Law. The additional down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the additional cost of the improvement or purpose not covered by application of the additional down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$760,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is the closure of the sanitary landfill facility of the City located in the southwesterly section thereof and situated on lands comprising 89.55 acres, of which approximately 50 acres are filled, bordered on the west by Mill Road, on the south by Elm Road and on the north by Walnut Road, including costs of placement of earthen or vegetative cover, installation of methane gas vents or monitors, leachate monitoring wells or collection systems, including also engineering design, consultant inspection, monitoring and maintenance of all such systems during the construction phase of closure, required fees and permits and any other measures required by the Department of Environmental Protection to prevent, minimize or monitor pollution or health hazards resulting from said sanitary landfill facility, all as shown on the plans and specifications prepared or to be prepared therefor and filed in the office of the City Clerk and hereby approved.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$1,045,000, including the \$285,000 authorized by the Original Bond Ordinance 1989-16 and the \$760,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$3,500,000, including the \$2,600,000 appropriated by Bond Ordinance #1989-16, the \$100,000 appropriated by Bond Ordinance #2006-62 and the \$800,000 appropriated herein.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The City hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$760,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$1,400,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$675,000 was estimated for these items of expense in Bond Ordinance #1989-16, \$645,000 was estimated for these items of expense in Bond Ordinance #2006-62 and an additional \$80,000 is estimated therefor herein.

Section 7. The City hereby declares the intent of the City to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and

to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Re: CITY OF VINELAND
\$800,000/\$760,000 SUPPLEMENTAL BOND ORDINANCE
CLOSURE OF THE SANITARY LANDFILL

- 1 Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the bond ordinance, together with the electronic confirmation of filing provided by the Division of Local Government Services and evidence of filing in the Clerk's Office.
- 2 Down Payment Certificate.
- 3 Certified copy of the minutes of the meeting of the City Council held on ___/___/___ showing introduction of the bond ordinance.
- 4 Affidavit of Publication in local newspaper following introduction of the bond ordinance.
- 5 Certified copy of the minutes of the meeting of the City Council held on ___/___/___ showing public hearing and final adoption of the bond ordinance.
- 6 Affidavit of Publication in local newspaper following final adoption of the bond ordinance.
- 7 Clerk's Certificate executed no sooner than 21 days following final publication of the bond ordinance.

BELOW FOR McMANIMON, SCOTLAND & BAUMANN, LLC USE ONLY

Posted: ___/___/___ Useful Life: 15 years Reviewed By: _____

Section 20 Costs: \$80,000 Mayor's Approval: ___/___/___

Amends/Amended By: Ord. # _____ F/A: ___/___/___

Amendment: _____

Supplements/Supplemented By: Ord. #1989-16 F/A: 3/28/89, as supplemented by:
Ord. # 2006-62 F/A: 7/25/06

Original Appropriation/Authorization: \$2,600,000/\$285,000

Authorization for CFO to Sell Notes: X Yes No

Resolution Authorizing CFO to Sell Notes: F/A ___/___/___

Grant Moneys Expected: N/A

NOTES/BONDS ISSUED HEREUNDER						
AMOUNT	DATE	MATURITY	RATE	PAYDOWN	NEW/ RENEWAL	REMAININ G AUTHOR- IZATION

DEBT STATEMENT CERTIFICATE

I, Richard G. Franchetta, Clerk of the City of Vineland, in the County of Cumberland, New Jersey (herein called the "City"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the City that was prepared as of _____, 2025 by Susan M. Baldosaro, who was then chief financial officer of the City and filed in my office on _____, 2025, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of Local Government Services of the State of New Jersey on _____, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this _____ day of _____, 2025.

Richard G. Franchetta, Clerk

(SEAL)

CERTIFICATE OF DOWN PAYMENT

I, Susan M. Baldosaro, Chief Financial Officer of the City of Vineland, in the County of Cumberland, New Jersey (the "City") HEREBY CERTIFY that prior to the final adoption on _____, 2025 of a bond ordinance entitled:

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$800,000 FOR CLOSURE OF THE SANITARY LANDFILL IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$760,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF,

there was available as a down payment for the purposes authorized by the bond ordinance the sum of \$40,000, which amount was appropriated as a down payment by the bond ordinance and was made available from the following sources (strike out inapplicable language):

- a. by provision in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes;
- b. from moneys then actually held by the City and previously contributed for such purpose other than by the City; or
- c. by emergency appropriation.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

Susan M. Baldosaro, Chief Financial Officer

EXTRACT from the minutes of a _____ meeting of the City Council
of the City of Vineland, in the County of Cumberland, New Jersey held at the
_____ in the City on _____, 2025 at _____ o'clock
____.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Richard G. Franchetta, Clerk of the City of Vineland, in the County of Cumberland, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the City duly called and held on _____, 2025 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2025.

Richard G. Franchetta, Clerk

(SEAL)

EXTRACT from the minutes of a _____ meeting of the City Council
of the City of Vineland, in the County of Cumberland, New Jersey held at the
_____ in the City on _____, 2025 at _____ o'clock
____.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, Richard G. Franchetta, Clerk of the City of Vineland, in the County of Cumberland, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the City duly called and held on _____, 2025 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2025.

Richard G. Franchetta, Clerk

(SEAL)

CLERK'S CERTIFICATE

I, Richard G. Franchetta, Clerk of the City of Vineland, in the County of Cumberland, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the City of Vineland, in the County of Cumberland, State of New Jersey (herein called the "City"). In this capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all ordinances and resolutions of the City. The representations made herein are based upon the records of the City.

2. Attached hereto is a true and complete copy of a bond ordinance passed by the governing body of the City on first reading on _____, 2025 and finally adopted by the governing body on _____, 2025 and, where necessary, approved by the Mayor on _____, 2025.

3. On _____, 2025, a copy of the bond ordinance and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body, was posted in the principal municipal building of the City at the place where public notices are customarily posted. Copies of the bond ordinance were made available to all who requested them.

4. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the bond ordinance, a copy of which is attached hereto, was duly published on _____, 2025. No protest signed by any person

against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2025.

Richard G. Franchetta, Clerk

[SEAL]

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Vineland, in the County of Cumberland, State of New Jersey, on _____, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the _____, in the City on _____, 2025 at _____ o'clock __.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for members for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$800,000 FOR CLOSURE OF THE SANITARY LANDFILL IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$760,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

Purpose: Closure of the sanitary landfill facility of the City located in the southwesterly section thereof and situated on lands comprising 89.55 acres, of which approximately 50 acres are filled, bordered on the west by Mill Road, on the south by Elm Road and on the north by Walnut Road, including costs of placement of earthen or vegetative cover, installation of methane gas vents or monitors, leachate monitoring wells or collection systems, including also engineering design, consultant inspection, monitoring and maintenance of all such systems during the construction phase of closure, required fees and permits and any other measures required by the Department of Environmental Protection to prevent, minimize or monitor pollution or health hazards resulting from said sanitary landfill facility, all as shown on the plans and specifications prepared or to be prepared therefor and filed in the office of the City Clerk and hereby approved.

Appropriation: \$800,000

Bonds/Notes Authorized: \$760,000

Grants Appropriated: N/A

Section 20 Costs: \$80,000

Useful Life: 15 years

Richard G. Franchetta, Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City of Vineland, in the County of Cumberland, State of New Jersey on _____, 2025 and the 20 day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$800,000 FOR CLOSURE OF THE SANITARY LANDFILL IN AND BY THE CITY OF VINELAND, IN THE COUNTY OF CUMBERLAND, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$760,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

Purpose: Closure of the sanitary landfill facility of the City located in the southwesterly section thereof and situated on lands comprising 89.55 acres, of which approximately 50 acres are filled, bordered on the west by Mill Road, on the south by Elm Road and on the north by Walnut Road, including costs of placement of earthen or vegetative cover, installation of methane gas vents or monitors, leachate monitoring wells or collection systems, including also engineering design, consultant inspection, monitoring and maintenance of all such systems during the construction phase of closure, required fees and permits and any other measures required by the Department of Environmental Protection to prevent, minimize or monitor pollution or health hazards resulting from said sanitary landfill facility, all as shown on the plans and specifications prepared or to be prepared therefor and filed in the office of the City Clerk and hereby approved.

Appropriation: \$800,000

Bonds/Notes Authorized: \$760,000

Grants Appropriated: N/A

Section 20 Costs: \$80,000

Useful Life: 15 years

Richard G. Franchetta, Clerk

March 19, 2025

Yolanda L. Hill, CMFO
Chief Accountant
City of Vineland
640 East Wood Street
Vineland, NJ 08360

Re: \$800,000/\$760,000 Supplemental Bond Ordinance

Dear Yolanda:

In accordance with your request, I have prepared and enclose herewith a form of supplemental bond ordinance providing for the closure of the sanitary landfill. The bond ordinance should be adopted in accordance with the usual procedure set forth below for your convenience.

The electronic Supplemental Debt Statement should be prepared on the date of introduction of the bond ordinance and sent to the Clerk on that same date. The Supplemental Debt Statement should also be filed electronically with the Division of Local Government Services prior to final adoption of the bond ordinance. Please retain a copy of the electronic receipt sent to you by the Division of Local Government Services, as we will need a copy for our records. In order to comply with the capital budget regulations, the bond ordinance contains a provision amending the capital budget to the extent of any inconsistency with the bond ordinance and it should be sent to Trenton and filed along with the resolution of the governing body in the form required by the Local Finance Board showing the details of the amended capital budget. It will not be necessary to publish the resolution.

The bond ordinance may be introduced and read by title only and adopted by a majority of the members of the governing body present, assuming a quorum. After introduction, the Notice of Pending Bond Ordinance and Summary must be published in the local newspaper, a form of which I have enclosed for your use. Also, the bond ordinance should be posted on the bulletin board customarily used for notices, together with the Notice of Pending Bond Ordinance and Summary, and copies of the bond ordinance should be made available to anyone who requests them of the Clerk after introduction.

The bond ordinance can be considered for final adoption not less than ten days after introduction and not less than seven days after the publication of the Notice of Pending Bond Ordinance and Summary. If the bond ordinance has been posted and copies made available as indicated above, the bond ordinance can be read at the second hearing by title only. If the bond ordinance posting procedure has not been followed, the bond ordinance must be read in full at the second hearing. After the bond ordinance is read for the second time, the governing body should hold a public hearing and should give all members of the public a chance to be heard on the bond ordinance. After the public hearing, the bond ordinance can be finally adopted by the affirmative vote of not less than

two-thirds of the full membership of the governing body. After final adoption, the Bond Ordinance Statement and Summary must be published, a copy of which I have enclosed for your use. Note that if the approval of an officer is required to make the bond ordinance effective, the bond ordinance must be approved by that officer, or passed over veto, before it is published after final adoption.

After the bond ordinance is finally adopted, it will be necessary for us to establish a record of proceedings documenting the proper adoption of the bond ordinance. In order to do this, we will need one completely executed set of the documents enumerated on the attached checklist. By copy of this letter, I am sending the Clerk a copy of the checklist along with a copy of the bond ordinance. With the exception of the Affidavits of Publication, I am also sending the Clerk the necessary certificates to be completed, executed and returned to us along with the necessary attachments to provide us with this documentation. It should be noted that the Clerk's Certificate must be executed no sooner than 21 days following the final publication in order to attest that there has been no protest within the statutory twenty-day protest period.

If you or the Clerk have any questions about the form of the bond ordinance, the adoption procedure or the form of the certificates, please call me.

Thank you for this opportunity to have been of assistance.

Very truly yours,

Christopher B. Langhart

Christopher B. Langhart

Enclosures

cc: Richard G. Franchetta, Clerk, w/encl.
Richard P. Tonetta, Esq., w/encl.
Leon Costello, C.P.A., w/encl.

ORDINANCE AUTHORIZING THE ACQUISITION OF A
UTILITY EASEMENT BY CONDEMNATION OVER AND
ACROSS THE LANDS OF D&D KUZMICZ CONSTRUCTION
LLC ON E. OAK ROAD, KNOWN AS BLOCK 2401, LOT 3
AND BLOCK 2401, LOT 2.05.

WHEREAS, D&D Kuzmicz Construction LLC is the fee simple owner of vacant property on E. Oak Road known as Block 2401, Lot 3 and Lot 2.05 on the Tax Map of the City of Vineland (the Property) and plans on constructing homes on each of the Lots; and

WHEREAS, an easement across the Property, as depicted on the survey attached as **Exhibit A**, is necessary for the erecting, constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, protecting and the continued operation of a 12 inch, high pressure water main across Block 2401, Lot 3; and

WHEREAS, the water utility requires a 10 foot easement on either side of the water main on Block 2401, Lot 3 which is located 4.35 feet from the eastern boundary of Block 2401, Lot 2.05;

WHEREAS, prior to the construction on Lot 3 and Lot 2.05 and sale of the homes to third parties, it is essential that the City of Vineland acquires an access easement for the water main to allow the Water Department continued access to the water main and a valve located on Lot 3.

WHEREAS, appraisals dated February 3, 2025, but not transmitted to the City until March 10, 2025, performed by Errett Vielehr, MAI (Robert M. Sapio Real Estate Appraisal and Consulting, LLC) valued the easement across Block 2401, Lot 3 to be \$3,500.00, and the easement across Block 4216, Lot 2.05 to be \$2,500.00; and

WHEREAS, D&D Kuzmicz Construction, LLC was provided with a copy of the appraisal for both easements and rejected the proposed purchase of the easements for the appraised value; and

WHEREAS, N.J.S.A. 20:3-6 requires that prior to filing a condemnation action, a formal good faith offer to purchase the easements be made to the property owner; and

WHEREAS, continued operation of the 12 inch water main across Block 2401, Lot 3 is necessary to provide continued water service to numerous customers of the water utility.

WHEREAS, City Council finds it to be in the public interests of the City of Vineland to acquire the easement across the property by way of condemnation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Solicitor of the City of Vineland, or his designee, is authorized to take any and all action that is reasonable or necessary, including the making of a good faith offer to purchase the easements for the appraised amounts and the exercise of the City's right of eminent domain, to acquire a permanent easement on, over, under, upon and across lands of D&D Kuzmicz Construction, LLC described below, for the purpose of erecting, constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, protecting and the continued operation of a 12 inch, high pressure water main across Block 2401, Lot 3 from the pumping station to the south of the Property to E. Oak Road, together with the free right to enter and depart over and across the area of the easement.

The property to be subject to the easement is 10 feet on each side of the water main, extending from the lands of Southern RR Co. of NJ to the south to E. Oak Road to the north, across the portion of Block 2401, Lot 2.05 and Block 2401, Lot 3 as individually described in **Exhibit B** and fully described as follows:

BEGINNING at an intersection of the southerly line of East Oak Road (50 feet wide) with the centerline of a water line; said water line being South 76° 38' 22" East, 4.73 feet from an Iron bar found for a corner at the division line between Lots 2 and 3 of Block 2401; thence

(1) along said southerly line of East Oak Road, South 76° 38' 22" East, 10.12 feet, to a point for a corner; thence

(2) over the lands of Lot 3 of Block 2401, South 04° 12' 05" West, 170.98 feet, to a point for a corner; thence

CITY OF VINELAND, NJ

(3) along the northerly line of land of Southern Railroad Company of New Jersey (Block 2419, Lot 1), South 62° 13' 55" West, 23.56 feet, to a point for a corner; thence

(4) over the lands of Lot 2 of Block 2401, North 04° 12' 05" East, 186.68 feet, to a point for a corner; thence

(5) along said southerly line of East Oak Road, South 76° 38' 22" East, 10.12 feet, to the Place of Beginning.

CONTAINING 0.08 of an acre of land.

BEING known as a 20 feet wide utility easement over part of Lots 2 and 3 Lot of Block 2401, as shown on the City of Vineland Tax Assessment Map.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Mayor and Clerk are authorized to execute any and all documents necessary for the acquisition of a 20 foot access easement as depicted on the Easement Plan attached hereto, across Block 2401, Lot 3 for \$3,500.00 and Block 2401 Lot 2 for \$2,500.00, upon the terms and conditions set forth in the Agreement attached as **Exhibit C**, subject to such non-material changes as recommended by the City Solicitor.

BE IT FURTHER ORDAINED that the acquisition of the easement described above is for a public purpose.

BE IT FURTHER ORDAINED, that if D& D Kuzmich Construction LLC does not timely accept the good faith offer, the Solicitor's office is authorized to initiate a condemnation action in Superior Court of New Jersey, and the filing/recording of a Notice of Taking and depositing an amount equal to the good faith offer (\$6,000.00) with the Court.

BE IT FURTHER ORDAINED that the City of Vineland is authorized to acquire the easement for \$6,000.00 or such other price as established by the Commissioners appointed by a Court of competent jurisdiction.

This Ordinance shall take effect upon adoption and publication according to law.

Passed first reading: April 8, 2025

Passed final reading: April 22, 2025

President of Council pfs

Approved by the Mayor:

Mayor arf

ATTEST:

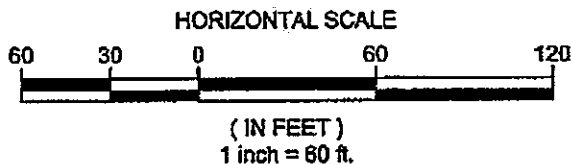
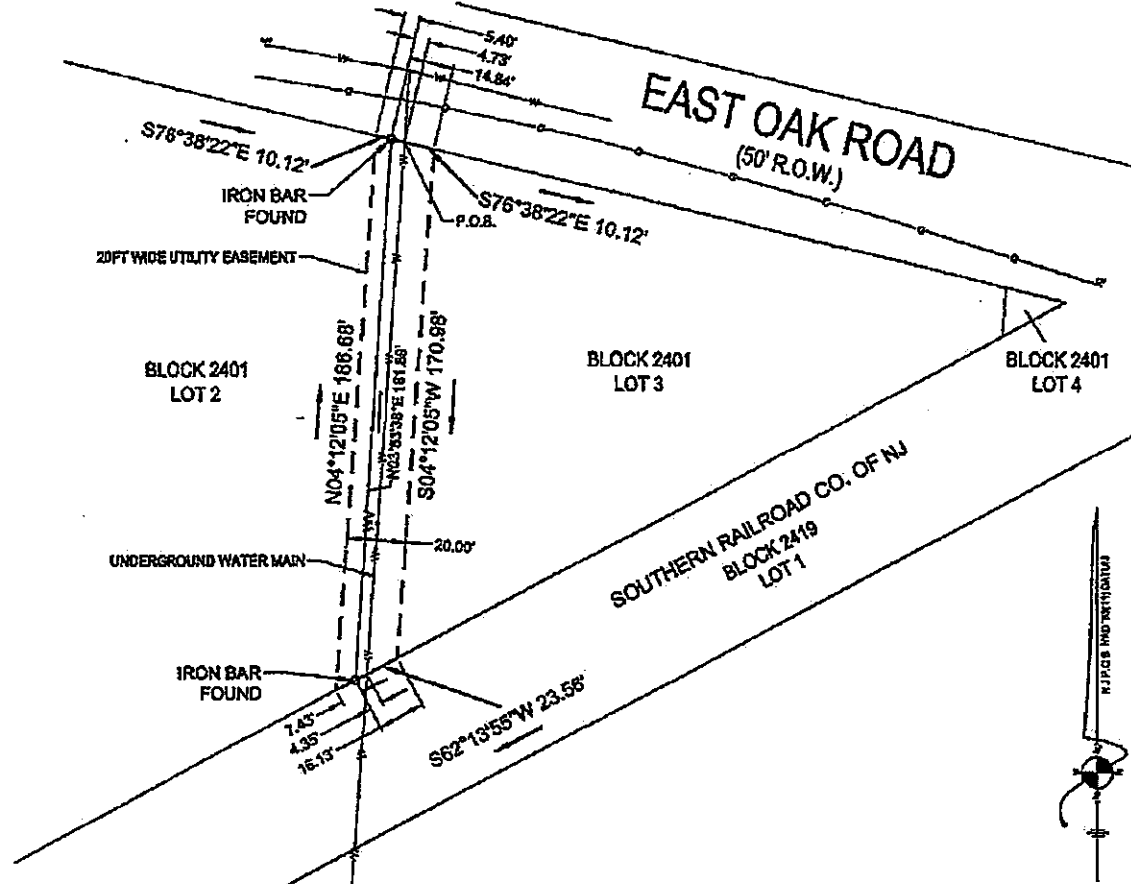
City Clerk rgf

EXHIBIT A

CITY OF VINELAND, CUMBERLAND COUNTY

GENERAL NOTES:

1. TAX MAP REFERENCE:
CITY OF VINELAND
SHEET 24
BLOCK 2401
LOTS 2 & 3
2. HORIZONTAL DATUM IS BASED ON NEW JERSEY PLANE
COORDINATE SYSTEM GRID VALUES IN U.S. SURVEY
FEET, NAD '83('11).
3. PROJECT DATUMS WERE ESTABLISHED BY KEYNET RTK
GPS.
4. FIELD SURVEY PERFORMED BY FRALINGER
ENGINEERING ON 09-11-2024.



20' WIDE EASEMENT PLAN PREPARED FOR THE CITY OF VINELAND

MUNICIPALITY: CITY OF VINELAND	PROJECT #: 31338.00
COUNTY: CUMBERLAND COUNTY	CADD FILE #: 31338.00_EASEMENT.DWG
STATE: NEW JERSEY	DATE: 09-25-2024
SCALE: 1"=60'	DRAWN BY: BLF

THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS CORPORATION AND/OR ITS EMPLOYEES ARE NOT LIABLE FOR ERRORS OR OMISSIONS RESULTING FROM THIS CONDITION.

NO FRESHWATER WETLANDS, AS DEFINED BY THE NEW JERSEY "FRESHWATER WETLANDS PROTECTION ACT" (N.J.S.A. 13-9B-1), ARE INTENDED TO BE SHOWN OR DELINEATED AS PART OF THIS SURVEY.

THIS PLAT DOES NOT SHOW OR INTEND TO SHOW ANY NONRECORDED EASEMENTS OR RIGHTS-OF-WAY.

ONLY COPIES FROM THE ORIGINAL MAP OF THIS PLAT, CLEARLY MARKED WITH THE APPROPRIATE PROFESSIONAL'S EMBOSSED SEAL, SHALL BE CONSIDERED TO BE VALID COPIES.

THE ORIGINAL OF THIS DRAWING IS THE PROPERTY OF FRALINGER ENGINEERING, INC.



CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS • ENVIRONMENTAL SERVICES

628 Shiloh Pike
Bridgeton, NJ 08302
Phone: (856) 451-2990
Fax: (856) 451-8536

www.fralinger.com

GUY M. DE FABRITES, P.L.S., P.P.

PROFESSIONAL LAND SURVEYOR N.J. LIC. NO. 246803484900
PROFESSIONAL PLANNER N.J. LIC. NO. 33300468800

[Signature]
DATE

gdefabrites@fralinger.com

BLOCK 2401
LOTS 2 & 3



**CONSULTING ENGINEERS • PLANNERS
LAND SURVEYORS • ENVIRONMENTAL SERVICES**

629 Shiloh Pike • Bridgeton • New Jersey • 08302
Phone: 856- 451-2990 • Fax: 856-451-6536
www.fralinger.com

Albert A. Fralinger, Jr., PE, PLS & PP
J. Michael Fralinger, Sr. (1957-2009)
Charles M. Fralinger, PLS
Carl R. Gaskill, PE, PLS, PP & CME
Stephen J. Nardelli, PE, PP, CME & CPWM
Barry S. Jones, PLS & PP
Guy M. DeFabrites, PLS & PP
Robert A. Mulford, III, PE, CME
William J. Olbrich, PLS, CFS
Corey R. Gaskill, PE, CME & CFM
J. Michael Fralinger, Jr., PE, CME

EXHIBIT B

Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJOEP Permitting
Septic System Design
Wetlands Delineation
Planning/Zoning Board Representation
3D Laser Scanning

**DEED DESCRIPTION
20 FEET WIDE UTILITY EASEMENT
OVER PART OF LOT 2 OF BLOCK 2401**

ALL that certain part and parcel of land situate, lying, and being in the City of Vineland,
County of Cumberland, State of New Jersey and being more particularly described as follows:

BEGINNING at an iron bar found for a corner in the southerly line of East Oak
Road, (50 feet wide); said Iron bar being the division line between Lots 2 and 3 of
Block 2401; thence

(1) along said division line, South 03° 53' 38" West, 181.89 feet, to an iron bar found
for a corner; thence

(2) along the northerly line of land of Southern Railroad Company of New Jersey
(Block 2419, Lot 1), South 62° 13' 55" West, 7.43 feet, to a point for a corner; thence

(3) over the lands of Lot 2 of Block 2401 and parallel and distant 10 feet from the
center of a water line located on Lot 3 of Block 2401, North 04° 12' 05" East, 186.68 feet, to a
point for a corner; thence

(4) along said southerly line of East Oak Road, South 76° 38' 22" East, 5.40 feet, to
the Place of Beginning.

CONTAINING 0.02 of an acre of land.

BEING known as a Part of a 20 feet wide Utility Easement over Part of Lot 2 of Block
2401, as shown on the City of Vineland Tax Assessment Map.

Guy M. DeFabrites
Professional Land Surveyor
New Jersey License No. 34843
Date: September 26, 2024
Project No.: 31338.00



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LAND SURVEYORS • ENVIRONMENTAL SERVICES

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Guy M. DeFabrites, PLS & PP
Robert A. Mulford, III, PE, CME
William J. Olbrich, PLS, CFS
Corey R. Gaskill, PE, CME & CFM
J. Michael Fralinger, Jr., PE, CME

EXHIBIT B

Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJDEP Permitting
Septic System Design
Wetlands Delineation
Planning/Zoning Board Representation
3D Laser Scanning

DEED DESCRIPTION
20 FEET WIDE UTILITY EASEMENT
OVER PART OF LOT 3 OF BLOCK 2401

ALL that certain part and parcel of land situate, lying, and being in the City of Vineland, County of Cumberland, State of New Jersey and being more particularly described as follows:

BEGINNING at an iron bar found for a corner in the southerly East Oak Road (50 feet wide); said iron bar being the division line between Lots 2 and 3 of Block 2401; thence

(1) along said southerly line of East Oak Road, South 76° 38' 22" East, 14.84 feet, to a point for a corner; passing over the center of a water line, 4.73 feet from the beginning of this course; thence

(2) over the lands of Lot 3 of Block 2401 and parallel and distant 10 feet from the center of said water line, South 04° 12' 05" West, 170.98 feet, to a point for a corner; thence

(3) along the northerly line of land of Southern Railroad Company of New Jersey (Block 2419, Lot 1), South 62° 13' 55" West, 16.13 feet, to an iron bar found for a corner; passing over the center of a water line 4.35 feet from the end of this course; thence

(4) along said division line between Lots 2 and 3 of Block 2401, North 03° 53' 38" East, 181.89 feet, to the Place of Beginning.

CONTAINING 0.06 of an acre of land.

BEING known as a Part of a 20 feet wide Utility Easement over Part of Lot 3 of Block 2401, as shown on the City of Vineland Tax Assessment Map.

Guy M. DeFabrites
Professional Land Surveyor
New Jersey License No. 34843
Date: September 26, 2024
Project No.: 31338.00

EXHIBIT C

Prepared by/Return to:
CITY OF VINELAND
640 E. Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (hereinafter “**Agreement**”) is made and entered into as of this _____ day of _____, 2025 by and between D&D Kuzmicz Construction, LLC (hereinafter “**Grantor**”), and the City of Vineland (hereinafter “**Grantee**”).

WHEREAS, the Grantor covenants and warrants that Grantor is the owner in fee simple of lands in the City of Vineland, County of Cumberland and State of New Jersey, on the Tax Map of the City of Vineland designated as: Block 2401, Lot 3 of the tax map of the City of Vineland (Tract 1), and Block 2401, Lot 2.05 of the tax map of the City of Vineland (Tract 2); and

WHEREAS, the Grantee maintains a 12 inch high pressure water main across Block 2401, Lot 3, which is 4.35 feet from the eastern boundary of Block 2401, Lot 2.05, and requires a permanent easement, 10 feet on either side of the water main for erecting, constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, protecting and the continued operation of the water main and valve together with appurtenant uses through a portion of the land of the Grantor, identified as Block 2401, Lot 3 and Block 2401, Lot 2.05 (hereinafter “**Property**”) as depicted on the Survey hereby incorporated by reference and made a part hereof as **Exhibit A**, and as described by **Exhibit B**.

NOW THEREFORE, for and in consideration of Six Thousand (\$6,000.00) and other good and valuable consideration, the Grantor does by these presents grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns, forever and full perpetual and exclusive right to the following permanent easements located in the City of Vineland, County of Cumberland, and State of New Jersey, and being more particularly described in **Schedule B** attached hereto and incorporated herein. Grantor shall receive said consideration, subject to the satisfaction of any encumbrances, immediately upon closing.

BEING a portion of the same lands and premises for which title initially became vested in Grantor by deed from the City of Vineland dated May 20, 2024, recorded May 8, 2024 in the Cumberland County Clerk/Register’s Office in Book No. 4255, Page No. 3975 as to Lot 3; and by Subdivision deed from D&D Kuzmicz Construction LLC, dated February 27, 2024, recorded March 6, 2024, in the Clerk’s office of the County of Cumberland, New Jersey, in Book No. 4252, Page No. 9648 as to Lot 2.05.

GRANTOR grants and conveys to the Grantee, and to Grantee's heirs, successors, legal representatives and assigns an easement in perpetuity in, under, through, upon, over and across the said Property. Grantee is provided full rights, privileges and authority for the Grantee, its agents, contractors, employees and servants to enter upon the same from time to time, without notice to Grantor, with free and unlimited access as is deemed reasonably necessary or proper in the exclusive discretion and sole judgment of the Grantee for the erection, construction, maintenance, operation, renewal, upgrading, modifying, inspect, replace, inspection, and operation of the water main and valve, including the right to trim or fell trees, shrubs or brush in or upon said Property.

GRANTOR covenants not to convey any other easement or property right that shall conflict with the rights and privileges conveyed to the Grantee under this Agreement.

GRANTOR shall indemnify and hold the Grantee harmless from all claims, suits or actions of every kind or character made upon or brought against Grantee, its officers, employees, servants and agents for or on account of any injuries or damages that arise from the consequence of any willful or negligent act or omission, or tortious act or omission of Grantor, and its representative and assigns, employees, agents or subcontractors, regarding the easement.

GRANTEE shall, at its own cost and expense, erect, construct, maintain, operate, renew, upgrade, modify, inspect, replace, inspect, and operate the water main and valve. Grantee shall perform all work in a workmanlike manner, and covenants that any damage to the land or the premises of the Grantor directly resulting from this work shall be promptly repaired and restored to its condition immediately prior to damage at the sole cost and expense of the Grantee. Grantee shall be solely responsible for the maintenance and repair of the Easement Area, except for ordinary maintenance, unrelated to the purpose of the easement, such as mowing the grass.

GRANTEE shall further provide Grantor the right to enjoy the use of the surface of the Property in a manner that will not interfere with the intended use of the Property for the Project. Grantor shall not construct, place or permit any buildings, fences, pavement, shrubs, trees, vegetation other than grass, or any other improvements or personal property in, under, through, over or across the easement area without first obtaining written approval of the Grantee; nor shall Grantor remove, replace or otherwise compromise any improvement installed by Grantee.

THE EASEMENT agreements, conditions, covenants and promises herein contained are intended to run with the land and shall endure perpetually and be binding upon the heirs, executor, administrators, personal and legal representatives, successors in interest, and assigns of the respective parties.

THIS AGREEMENT is the entire agreement between the parties. Any modification of this Agreement must be in writing and signed by both parties. This Agreement is legally binding upon the Grantor and all who lawfully succeed the Grantor; and said promises under this Agreement can be enforced by the Grantee.

TO HAVE AND TO HOLD, the said interests herein expressed to be hereby granted unto and to the use of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

D&D Kuzmicz Construction LLC

_____	_____ (SEAL)
Witness	Daniel Kuzmicz, Member
_____	_____ (SEAL)

STATE OF :
 :SS
COUNTY OF :

BE IT REMEMBERED that on this _____ day of _____, 202__, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Daniel Kuzmicz, Managing Member of D&D Kuzmicz Construction, LLC, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said Limited Liability Company, that the signature of the said Daniel Kuzmicz is in his own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that this his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Members of the Limited Liability Company.

GIVEN under my Hand and Seal of office, the day and year first above written.

Notary Public/Attorney at Law

City of Vineland
640 E. Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508

CITY OF VINELAND, NEW JERSEY

Approved this _____ day of _____ 20 _____

(SEAL)

Witness

BY: _____
Robert S. Dickenson

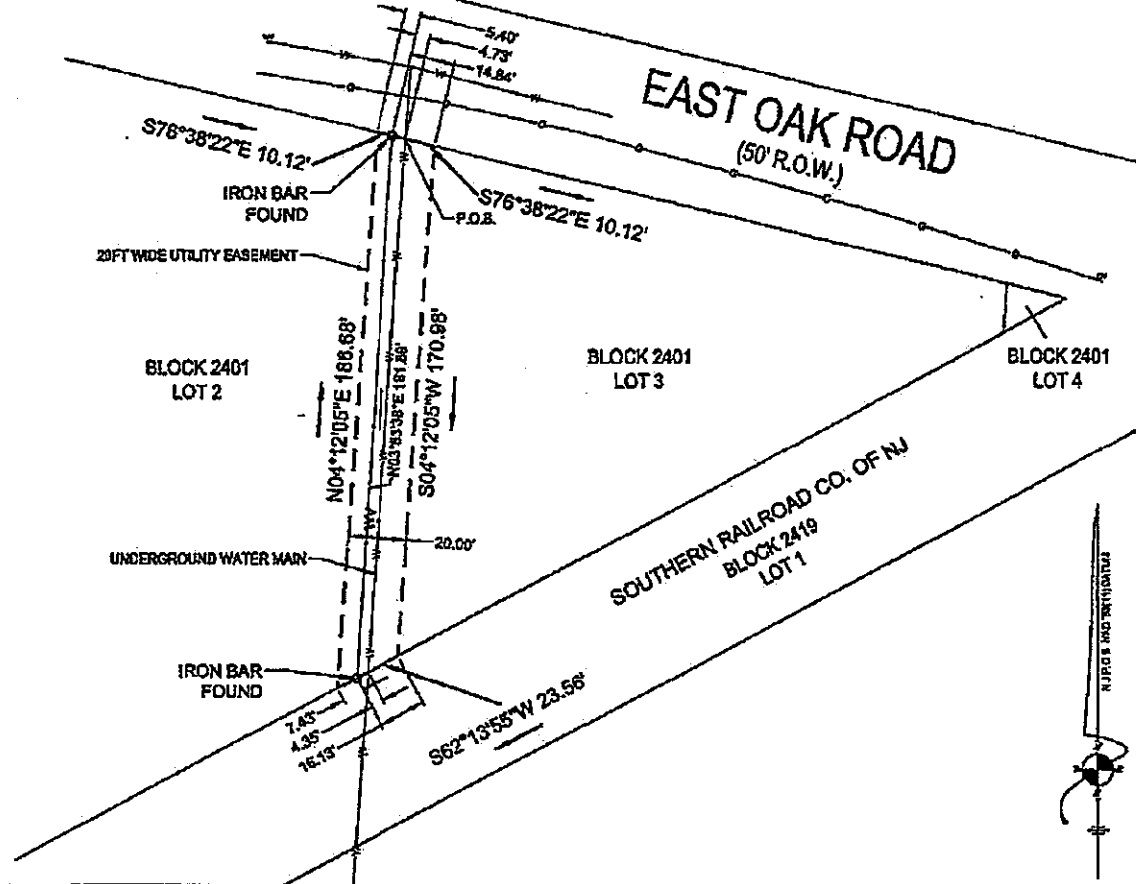
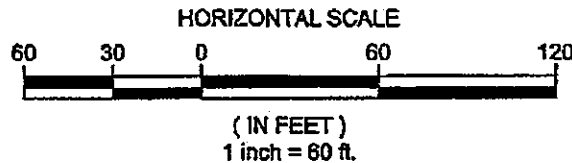
TITLE: Business Administrator

SCHEDULE A

CITY OF VINELAND, CUMBERLAND COUNTY

GENERAL NOTES:

1. TAX MAP REFERENCE:
CITY OF VINELAND
SHEET 24
BLOCK 2401
LOTS 2 & 3
2. HORIZONTAL DATUM IS BASED ON NEW JERSEY PLANE COORDINATE SYSTEM GRID VALUES IN U.S. SURVEY FEET, NAD '83('11).
3. PROJECT DATUMS WERE ESTABLISHED BY KEYNET RTK GPS.
4. FIELD SURVEY PERFORMED BY FRALINGER ENGINEERING ON 09-11-2024.



20' WIDE EASEMENT PLAN

PREPARED FOR

THE CITY OF VINELAND

MUNICIPALITY: CITY OF VINELAND	PROJECT #: 31338.00
COUNTY: CUMBERLAND COUNTY	CAOD FILE #: 31338.00_EASEMENT.DWG
STATE: NEW JERSEY	DATE: 09-25-2024
SCALE: 1"=60'	DRAWN BY: BLF

THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS CORPORATION AND/OR ITS EMPLOYEES ARE NOT LIABLE FOR ERRORS OR OMISSIONS RESULTING FROM THIS CONDITION.

NO FRESHWATER WETLANDS, AS DEFINED BY THE NEW JERSEY "FRESHWATER WETLANDS PROTECTION ACT" (N.J.S.A. 13:9B-1), ARE INTENDED TO BE SHOWN OR DELINEATED AS PART OF THIS SURVEY.

THIS PLAT DOES NOT SHOW OR INTEND TO SHOW ANY NONRECORDED EASEMENTS OR RIGHTS-OF-WAY.

ONLY COPIES FROM THE ORIGINAL MAP OF THIS PLAT, CLEARLY MARKED WITH THE APPROPRIATE PROFESSIONAL'S EMBOSSED SEAL, SHALL BE CONSIDERED TO BE VALID COPIES.

THE ORIGINAL OF THIS DRAWING IS THE PROPERTY OF FRALINGER ENGINEERING PA.



CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS • ENVIRONMENTAL SERVICES

629 Shiloh Pike
Bridgeton, NJ 08302
Phone: (856) 451-2990
Fax: (856) 451-8536

www.fralinger.com

GUY M. DE FABRITES, P.L.S., P.P.

PROFESSIONAL LAND SURVEYOR N.J. LIC. NO. 24680844300
PROFESSIONAL PLANNER N.J. LIC. NO. 33L300489800

[Signature]
DATE

gdefabrites@fralinger.com

BLOCK 2401
LOTS 2 & 3



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Albert A. Fralinger, Jr., PE, PLS & PP
J. Michael Fralinger, Sr. (1957-2009)
Charles M. Fralinger, PLS
Carl R. Gaskill, PE, PLS, PP & CME
Stephen J. Nardelli, PE, PP, CME & CPWM
Barry S. Jones, PLS & PP
Guy M. DeFabriles, PLS & PP
Robert A. Mulford, III, PE, CME
William J. Olbrich, PLS, CFS
Corey R. Gaskill, PE, CME & CFM
J. Michael Fralinger, Jr., PE, CME

SCHEDULE B

Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJDEP Permitting
Septic System Design
Wetlands Delineation
Planning/Zoning Board Representation
3D Laser Scanning

**DEED DESCRIPTION
20 FEET WIDE UTILITY EASEMENT
OVER PART OF LOTS 2 AND 3 OF BLOCK 2401**

ALL that certain part and parcel of land situate, lying, and being in the City of Vineland, County of Cumberland, State of New Jersey and being more particularly described as follows:

BEGINNING at an intersection of the southerly line of East Oak Road (50 feet wide) with the centerline of a water line; said water line being South 76° 38' 22" East, 4.73 feet from an iron bar found for a corner at the division line between Lots 2 and 3 of Block 2401; thence

(1) along said southerly line of East Oak Road, South 76° 38' 22" East, 10.12 feet, to a point for a corner; thence

(2) over the lands of Lot 3 of Block 2401, South 04° 12' 05" West, 170.98 feet, to a point for a corner; thence

(3) along the northerly line of land of Southern Railroad Company of New Jersey (Block 2419, Lot 1), South 62° 13' 55" West, 23.56 feet, to a point for a corner; thence

(4) over the lands of Lot 2 of Block 2401, North 04° 12' 05" East, 186.68 feet, to a point for a corner; thence

(5) along said southerly line of East Oak Road, South 76° 38' 22" East, 10.12 feet, to the Place of Beginning.

CONTAINING 0.08 of an acre of land.

BEING known as a 20 feet wide utility easement over part of Lots 2 and 3 Lot of Block 2401, as shown on the City of Vineland Tax Assessment Map.

Guy M. DeFabriles
Professional Land Surveyor
New Jersey License No. 34843
Date: September 24, 2024
Project No.: 31338.00

ORDINANCE NO. 2025- 31

AN ORDINANCE PROVIDING FOR NO PARKING
RESTRICTIONS ALONG RIVERSIDE DRIVE/MAURICE
RIVER PARKWAY.

WHEREAS, the City Engineer has recommended that parking should be prohibited along Riverside Drive/Maurice River Parkway due to there are no white edge lines (no shoulder) and the road is not wide enough to accommodate parking on either side of the street with two-way traffic; and

WHEREAS, currently vehicles have been parking along the road edge where they may be impeding into the travel lanes, which is in violation of New Jersey Motor Vehicle; and

WHEREAS, said recommendation has the concurrence of the Vineland Police Department and the City Solicitor and is considered to be in the best interest of the City of Vineland; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VINELAND THAT:

SECTION 1. No person shall park a vehicle at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
Riverside Drive/Maurice River Parkway	Both	Almond Road (westerly) to Almond Road (easterly)

SECTION 2. Signs shall be erected and maintained as authorized by the Commissioner of Transportation of the State of New Jersey.

SECTION 3. All ordinances or parts thereof inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. This Ordinance shall take effect upon passage and publication as provided by law.

Passed first reading: April 8, 2025

Passed final reading: April 22, 2025

Approved by the Mayor:

_____ President of Council	pfs
_____ Mayor	arf

ATTEST:

City Clerk

March 25, 2025

RE: Riverside Drive/ Maurice River Parkway
Request for No Parking Ordinances

Bob Dickenson, Business Administrator:

I have received concerns regarding vehicles parking on Riverside Drive (south of Almond Road). Vehicles are said to be parking along the road edge, causing damage to the grassy area adjacent to the road. A site visit was completed and upon inspection, there is evidence of vehicles parking alongside the road, specifically near Almond Road (near Maurice River). There were depressed areas near the side of the road, which results in ponding water at the edge of roadway.

The roadway has an existing double yellow centerline located in the center of the road. There are no white edgelines (no shoulder). The roadway is 25 feet wide, which is not wide enough to accommodate parking on either side of the street with two-way traffic. As such, the parked vehicles may be impeding into the travel lane. Statutorily, parking is not permitted in travel lanes and is in violation of New Jersey Motor Vehicle laws.

After staff from the Engineering Division reviewed the site, the recommendation is to establish No Parking on this roadway. The purpose of this No Parking ordinance is to ensure proper vehicular and pedestrian circulation and improve public safety. Also, the continuous vehicle weight and tire maneuver by the edge of roadway and grass area will aid in deteriorating the roadway quicker.

As a result, please prepare an Ordinance establishing No Parking on Riverside Drive/Maurice River Parkway as follows:

Name of Street	Side	Location
Riverside Drive/ Maurice River Parkway	Both	Almond Road (westerly) to Almond Road (easterly)

Also, a Work Order will be submitted to Public Works to install new No Parking signs on both sides of Riverside Drive/Maurice River Parkway (south of Almond Road) at various locations.



Should you have any questions and/or comments please feel free to contact me at extension 4098.

Very truly yours,



David J. Maillet, PE
City Engineer

Cc: Stephanie Wakeley, Assistant Engineer - Traffic
Jim Neher, Public Works Director
Sgt. Nicholas Dounoulis, Vineland Police Department



Special arrangements for persons with disabilities may be made if requested in advance by contacting the Business Administrator's office at 856-794-4144.

ORDINANCE NO. 2025-32

ORDINANCE OF THE CITY OF VINELAND, COUNTY OF CUMBERLAND, NEW JERSEY APPROVING AN APPLICATION FOR A LONG-TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT RELATED TO THE REDEVELOPMENT OF A SUBDIVIDED PORTION OF BLOCK 4216, LOTS 1.03 AND BLOCK 4216, 1.05 (ALSO REFERRED TO AS BLOCK 4216, LOTS 1.3 AND 1.5) ON THE TAX MAPS OF THE CITY.

WHEREAS, by Resolution No. 2012-39 adopted on February 14, 2012, the Vineland City Council (the “City Council”) designated that certain area designated Block 4216, Lots 1.1, 1.2, 1.3, 1.4 and 1.5 (formerly Lot 1) on the official tax map of the City (the “Redevelopment Area”) as an area in need of redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “Local Redevelopment and Housing Law”); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, by Ordinance No. 2012-8 adopted on February 28, 2012, the City Council has duly adopted, as amended from time to time, the “Newcomb Hospital Redevelopment Plan” (collectively, and as the same may be further amended, the “Redevelopment Plan”), which sets forth the City’s plan for the redevelopment of the Redevelopment Area; and

WHEREAS, by Ordinance No. 2025-19 adopted on March 25, 2025, the City Council amended the Redevelopment Plan to include multifamily housing as a permitted use within a portion of the Redevelopment Area designated as Block 4216, Lots 1.03 and 1.05 (also referred to as Block 4216, Lots 1.3 and 1.5) on the official tax map of the City of Vineland, County of Cumberland, State of New Jersey (the “Project Site”); and

WHEREAS, the City has determined that redevelopment of the Project Site should include affordable senior apartment facilities restricted to individuals who qualify for low and moderate income housing in accordance with the applicable guidelines to meet the current goals of the City; and

WHEREAS, on March 3, 2025, Eastern Pacific Development, LLC (“Eastern Pacific”) and the Vineland Development Corporation entered into a Purchase and Sale Agreement (the “Purchase Agreement”) for the sale of the Project Site less the Subdivided Driveway Parcel (as defined below) to Eastern Pacific or assignee to develop the Project (as defined herein); and

WHEREAS, the Purchase Agreement requires EPD, or successor/assignee, to subdivide Lot 1.03 so that the driveway servicing the Vineland EMS station, which currently encroaches on Lot 1.03, together with a 10-ft buffer on the North side of the driveway (the “Subdivided Driveway Parcel”) is subdivided from Lot 1.03 and retains ownership by Vineland Development Corporation and the remainder of Lot 1.03 (the “Remaining Lot 1.03”) will be sold to EPD, or assignee, together with Lot 1.05 (together, the “Redevelopment Site”); and

WHEREAS, the Purchase Agreement by its terms permits the assignment thereof by EPD to a limited liability company whose managing member is controlled by Hans Lampert; and

WHEREAS, Newcomb Senior Apartments Urban Renewal III, LLC (“Newcomb URE III”) is a limited liability company whose managing member is controlled by Hans Lampert and it is anticipated that EPD will assign its interest in the Purchase Agreement to Newcomb URE III and Newcomb URE III will acquire the Redevelopment Site from Vineland Development Corporation pursuant to the Purchase Agreement to develop the Project on the Redevelopment Site; and

WHEREAS, Newcomb URE III desires to undertake a housing project on the Redevelopment Site consisting of the construction of a four-story 71,900 sq. ft. low and moderate income senior garden apartment building with sixty (60) apartment units with a 1,559 sq. ft. of commercial space on the first floor (the “Project”); and

WHEREAS, by Resolution No. 2025-159, the City Council designated Newcomb URE III as the designated redeveloper of the Redevelopment Site under the Local Redevelopment and Housing Law; and

WHEREAS, on _____, 2025, the City and Newcomb URE III entered into a Redevelopment Agreement (as the same may be further amended, modified or supplemented from time to time, the “Redevelopment Agreement”), in order to implement the development, design, financing and construction of the Project on the Redevelopment Site in accordance with the Redevelopment Plan; and

WHEREAS, it is anticipated that the Project will be subject to affordability restrictions pursuant to the Section 42 of the Internal Revenue Code, as amended, in connection with low income housing tax credits that are expected to be allocated to the Project; and

WHEREAS, Newcomb URE III has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the “LTTE Law”), and was created for the implementation of the Project; and

WHEREAS, pursuant to and in accordance with the provisions of the LTTE Law, the City is authorized to provide for and accept, in lieu of real property taxes, an annual service charge paid by Newcomb URE III to the City in accordance with certain applicable provisions of the LTTE Law; and

WHEREAS, Newcomb URE III submitted an application to the City for approval of the Project as an urban renewal project and a financial agreement with respect to the Project, all in accordance with N.J.S.A. 40A:20-8, which application is available for inspection in the office of the Municipal Clerk (as the same may be amended and supplemented from time to time, the “Application”); and

WHEREAS, pursuant to N.J.S.A. 40A:20-8, the Mayor has reviewed the Application and, by letter, a copy of which is on file in the office of the Municipal Clerk, the Mayor has submitted the Application and a proposed form of financial agreement (in the form attached hereto as Exhibit A, the “Financial Agreement”), to the City Council with his recommendation for approval; and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Project, the Application and the Financial Agreement; and

WHEREAS, the City has made the following findings with respect to the Project:

- A. Relative benefits of the Project when compared to the costs:
 - i. The Project provides for sixty (60) newly constructed affordable senior apartment facilities restricted to individuals who qualify for low and moderate income housing in accordance with the applicable guidelines to meet the current goals of the City.
- B. Assessment of the importance of the tax exemption in obtaining development of the Project:
 - i. But for the tax exemption the Project would not be completed;
 - ii. Tax exemption will allow for completion of the Project; and
 - iii. The benefits of the tax exemption outweigh any costs.

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for Newcomb URE III to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VINELAND, NEW JERSEY AS FOLLOWS:

I. GENERAL

(a) The aforementioned recitals are incorporated herein as though fully set forth at length.

(b) The Application, the tax exemption of the Redevelopment Site and the Financial Agreement are hereby approved.

II. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED

(a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel to the City.

(b) The Municipal Clerk is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document.

(c) The Municipal Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Municipal Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Cumberland County and to the Cumberland County Counsel for informational purposes.

III. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

IV. ACTION REGARDING FINANCIAL AGREEMENT

The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Business Administrator, the Chief Financial Officer, the Municipal Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE

Passed first reading: April 8, 2025

Passed final reading: April 22, 2025

Approved by the Mayor:

President of Council

pfs

Mayor

arf

ATTEST:

City Clerk

rgf

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (as the same may be amended, modified or supplemented from time to time, hereinafter this “**Agreement**” or “**Financial Agreement**”), made this _____ day of _____, 2025, by and between **NEWCOMB SENIOR APARTMENTS URBAN RENEWAL III, LLC** (together with its permitted successors and assigns, the “**Entity**”), an urban renewal entity qualified to do business under the provisions of the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the “**Long Term Tax Exemption Law**”), with offices at c/o Eastern Pacific Development, LLC, 925 East Landis Avenue, Suite E, Vineland, NJ 08361 and the **CITY OF VINELAND**, a municipal corporation in the County of Cumberland and the State of New Jersey (together with its permitted successors and assigns, the “**City**” and, together with the Entity, the “**Parties**” or “**Party**”).

WITNESSETH:

WHEREAS, by Resolution No. 2012-39 adopted on February 14, 2012, the Vineland City Council (the “**City Council**”) designated that certain area designated Block 4216, Lots 1.1, 1.2, 1.3, 1.4 and 1.5 (formerly Lot 1) on the official tax map of the City of Vineland, County of Cumberland, State of New Jersey (the “**Redevelopment Area**”) as an area in need of redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “**Local Redevelopment and Housing Law**”); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, by Ordinance No. 2012-8 adopted on February 28, 2012, the City Council has duly adopted, as amended from time to time, the “Newcomb Hospital Redevelopment Plan” (collectively, and as the same may be further amended, the “**Redevelopment Plan**”), which sets forth the City’s plan for the redevelopment of the Redevelopment Area; and

WHEREAS, by Ordinance No. 2025-19, adopted on March 11, 2025, the City Council amended the Redevelopment Plan to include multifamily housing as a permitted use within a portion of the Redevelopment Area designated as Block 4216, Lots 1.03 and 1.05 (also designated as Lots 1.3 and 1.5) on the official tax map of the City of Vineland, County of Cumberland, State of New Jersey (the “**Project Site**”); and

WHEREAS, Eastern Pacific Development, LLC (“**EPD**”), entered into a Purchase and Sales Agreement dated March 3, 2025 with Vineland Development Corporation (the “**Purchase Agreement**”) for the acquisition of the Project Site by EPD or its assignee, less the Subdivided Driveway Parcel (as defined below); and

WHEREAS, the Purchase Agreement requires EPD, or successor/assignee, to subdivide Lot 1.03 so that the driveway servicing the Vineland EMS station, which currently encroaches on Lot 1.03, together with a 10-ft buffer on the North side of the driveway (the “**Subdivided Driveway Parcel**”) is subdivided from Lot 1.03 and retains ownership by Vineland Development Corporation and the remainder of Lot 1.03 (the “**Remaining Lot 1.03**” and together with Lot 1.05, the “**Redevelopment Site**”) will be sold to EPD, or assignee; and

WHEREAS, EPD formed the Entity to acquire the Redevelopment Site and construct, redevelop, own and operate the Project (as defined below) thereon; and

WHEREAS, the Purchase Agreement by its terms permits the assignment thereof by EPD to a limited liability company whose managing member is controlled by Hans Lampart; and

WHEREAS, the Entity is a limited liability company whose managing member is controlled by Hans Lampart and it is anticipated that EPD will assign its interest in the Purchase Agreement to the Entity and the Entity will acquire the Redevelopment Site from Vineland Development Corporation pursuant to the Purchase Agreement to develop the Project on the Redevelopment Site; and

WHEREAS, the City Council has, pursuant to Resolution No. 2025-159, designated the Entity as the designated redeveloper of the Redevelopment Site under the Local Redevelopment and Housing Law; and

WHEREAS, on _____, 2025, the City and the Entity entered into a Redevelopment Agreement (as the same may be further amended, modified or supplemented from time to time, the “**Redevelopment Agreement**”), in order to implement the development, design, financing and construction of the Project (as defined herein) on the Redevelopment Site in accordance with the Redevelopment Plan; and

WHEREAS, the Redevelopment Agreement provides for, among other things, the new construction on the Redevelopment Site of a four-story 71,900 sq. ft. low and moderate income senior garden apartment building with sixty (60) apartment units with a 1,559 sq. ft. of commercial space on the first floor (collectively, the “**Project**”); and

WHEREAS, it is anticipated that the Project will be subject to affordability restrictions pursuant to the Section 42 of the Internal Revenue Code, as amended, in connection with low income housing tax credits that are expected to be allocated to the Project; and

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, the City is authorized to provide for and accept, in lieu of real property taxes, an annual service charge paid by the Entity to the City in accordance with certain applicable provisions of the Long Term Tax Exemption Law; and

WHEREAS, the Entity is an urban renewal entity in accordance and compliance with the Long Term Tax Exemption Law for the purpose of undertaking the development of the Project on the Redevelopment Site pursuant to the Redevelopment Plan; and

WHEREAS, in order to improve the feasibility of the Project, the Entity submitted an application to the City requesting a long term tax exemption and financial agreement with respect to the Project pursuant to the Long Term Tax Exemption Law (as the same may be amended, the “**Application**”), which Application is on file with the Clerk of the City of Vineland (the “**City Clerk**”); and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the Mayor of the City of Vineland (“**Mayor**”) recommended that the Application be approved; and

WHEREAS, the City determined that the assistance provided to the Project pursuant to this Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance; and

WHEREAS, the Parties now desire to enter into a Financial Agreement with respect to the Project as set forth herein and pursuant to the Long Tax Exemption Law.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I

GENERAL PROVISIONS

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as may amended and supplemented, (N.J.S.A. 40A:20-4 et seq.) and all appropriate municipal ordinances or resolutions pertaining to tax exemptions, being referred to herein as the “**Law**”. It being expressly understood and agreed that the City expressly relies upon the facts, data, and presentations contained in the Application attached hereto in granting this tax exemption.

SECTION 1.01 Recitals.

The Recitals set forth above are hereby incorporated in, and made a part of, this Agreement as if set forth at length.

SECTION 1.02 General Definitions.

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Agreement or Financial Agreement – Shall have the meaning given to it in the Preamble,

Allowable Net Profit – The amount arrived at by applying the Allowable Profit Rate to the cost of the Project pursuant to the provisions of N.J.S.A. 40A:20-3(c).

Allowable Profit Rate – The allowable profit rate as defined in N.J.S.A. 40A:20-3(c).

Annual Gross Revenue – Shall have the meaning assigned to “**Gross Revenue**” in N.J.S.A. 40A:20-3.

Annual Service Charge – The amount the Entity has agreed to pay the City pursuant to Article IV hereof for municipal services supplied to the Project, which sum is in lieu of any real estate taxes on the Project all as contemplated pursuant to the Law, which amount, if applicable, shall be pro-rated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Annual Service Charge Commencement Date – The Annual Service Charge Commencement Date shall be the date of Substantial Completion.

Application – The application filed by the Entity with the City for a tax exemption for the Project is attached hereto as Exhibit A.

Auditor’s Report – A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a clear computation of Annual Gross Revenue. The contents of the Auditor’s Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor’s Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy – Shall mean the document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

City – Shall mean the City of Vineland.

City Council – Shall have the meaning given to it in the recitals.

Commercial Portion – shall mean that portion of the Project producing non-residential income, including but not limited to, rental income from leasing the ground floor commercial space, commercial leases, laundry units or other services.

County – Shall mean the County of Cumberland, State of New Jersey.

County Share – Shall mean an amount equal to the Annual Service Charge minus the portion of the Annual Service Charge remitted to the County in accordance with Section 4.04(g).

Default – Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under applicable law.

Default Notice – Shall have the meaning given to it in Section 14.02 of this Agreement.

Entity – The term Entity within this Agreement shall mean Newcomb Senior Apartments Urban Renewal III, LLC.

Improvements – Any building, structure or fixture permanently affixed to the Land to be constructed and/or rehabilitated and tax exempted under this Agreement, including without limitation the Project.

In Rem Tax Foreclosure – A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale, Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Land – The land, but not the Improvements, designated as Block 4216, Lots 1.03 less the Subdivided Driveway Parcel and Block 4216, Lot 1.05 (also designated as Lots 1.3 and 1.5) on the official tax map of the City of Vineland, County of Cumberland, and State of New Jersey.

Law – As defined in the first paragraph of this Article I.

Material Conditions – As defined in Section 4.07 hereof.

Minimum Annual Service Charge – The minimum annual service charge shall be the amount of the total taxes levied against all real property within the Property in the last full tax year in which the area was subject to taxation, which the parties agree is \$22,288.00. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12(b)(2) and the Financial Agreement, would be less than the Minimum Annual Service Charge.

Minimum City Share – Shall mean an amount equal to the Annual Service Charge for the first full year following the Annual Service Charge Commencement Date minus the portion of the Annual Service Charge remitted to the County in accordance with Section 4.04(g).

Ordinance – Ordinance No. 2025-____ adopted by the Council of the City on _____, 2025, attached hereto as Exhibit B, approving the subject tax exemption and authorizing the execution of this Agreement.

Project – Shall have the meaning given to it in the recitals

Project Site- – Shall have the meaning given to it in the recitals.

Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

Property – The Land and Improvements thereon which are the subject of this Agreement.

Redevelopment Agreement – Shall have the meaning given to it in the recitals.

Redevelopment Plan – Shall have the meaning given to it in the recitals.

Redevelopment Site- – Shall have the meaning given to it in the recitals.

Substantial Completion – Shall mean the date on which the Entity receives its first Certificate of Occupancy for the Project.

Taxes – Shall have the meaning given to it in Section 14.04 of this Agreement.

Tax Sale Law – N.J.S.A. 54:5-1 et seq.

Termination – Any action or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

SECTION 1.03 Exhibits Incorporated.

All exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof.

SECTION 1.04 Interpretation and Construction. In this Financial Agreement, unless the context otherwise requires:

A. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Financial Agreement, refer to this Financial Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Financial Agreement.,

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several Articles and Sections of this Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction or effect.

E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

G. All exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof.

SECTION 1.05 Undefined Terms. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Redevelopment Agreement.

SECTION 1.06 Exemption Application. It is expressly understood and agreed that the City expressly has relied upon the facts, data and representations contained in the Application in granting the tax exemption described in this Financial Agreement.

{End of Article I}

ARTICLE II

APPROVAL

SECTION 2.01 Approval of Tax Exemption.

Pursuant to the Ordinance, the Project to be constructed and/or renovated and maintained by the Entity on the Property shall be exempt from taxation (including any Land Taxes) as provided for herein and in the Long Term Tax Exemption Law. In accordance with N.J.S.A. 40A:20-12, the tax exemption shall constitute a single continuing exemption from local property taxation for the duration of the Term of this Financial Agreement.

SECTION 2.02 Approval of the Entity.

The Entity represents that its certificate of formation as attached hereto as Exhibit C contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of the Treasury, all in accordance with N.J.S.A. 40A:20-5.

SECTION 2.03 Improvements to be Constructed.

The Entity represents that it will construct or cause to be constructed the Project in accordance with the Redevelopment Agreement and the Redevelopment Plan, the use of which Project is more specifically described in the Application.

SECTION 2.04 Project Schedule.

The Entity agrees to diligently undertake to commence or cause the commencement of the construction and completion of the Project substantially in compliance with the provisions of the Redevelopment Agreement. From the date of execution of this Agreement until the Annual Service Charge Commencement Date, the Municipality agrees that no assessment shall be made upon any improvements constructed in connection with the Project, whether by added/omitted assessment, revaluation, interim assessment or any other manner permitted by law.

SECTION 2.05 Ownership, Management and Control.

The Entity covenants that it shall cause the redevelopment of the Property in conformance with the Redevelopment Agreement, the Redevelopment Plan and the Law.

The Entity covenants, warrants and represents that the Property and the Project shall be used, managed and operated for the purposes set forth in the Application and the Redevelopment Agreement, and in accordance with the Redevelopment Plan and the Law.

SECTION 2.06 Financial Plan.

The Entity represents that the Project shall be financed substantially in accordance with the Financial Plan attached hereto as Exhibit D. The Financial Plan sets forth the estimated Total Project Cost, amortization rate on Total Project Cost, the sources of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, the terms of any mortgage

amortization, expected rent/service amounts for each Building and the terms of any executed leases.

SECTION 2.07 Benefits and Importance of Tax Exemption.

In accordance with the Law, the City hereby finds and determines that this Agreement is to the direct benefit of the health, welfare and financial well-being of the City and its citizens because it allows for the reuse of the Property into a productive, useful and job-creating property, and further:

- a. The benefits of the Project to the area greatly outweigh cost of tax exemption as the Project results in sixty (60) newly constructed affordable senior apartment facilities restricted to individuals who qualify for low and moderate income housing in accordance with the applicable guidelines to meet the current goals of the City, creates development on vacant and blighted land and generally enhances the protection and services to the residents.
- b. The tax-exemption is a critical component of the obtaining of financing for the Project;
- c. Without the financing, the land would remain vacant and blighted;
- d. The tax exemption afforded under the Long term Tax Exemption Law is required to maintain affordable rents and preserve financial feasibility of the Project; and
- e. The benefits of the tax exemption outweigh any costs

Without the tax exemption granted herein, it is highly unlikely that the Project would otherwise be undertaken.

{End of Article II}

ARTICLE III

DURATION OF AGREEMENT

SECTION 3.01 Term.

It is understood and agreed by the parties that this Agreement, including the obligation to pay Annual Service Charges required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in effect for the earlier of (i) a period of fifteen (15) years from the Annual Service Charge Commencement Date or (iii) termination of this Agreement by the Entity in the manner provided by the Law, as required by N.J.S.A. 40A:20-9(g). At the expiration of the term hereof or upon Termination, the tax exemption for the Project shall expire and the Improvements and Land shall thereafter be assessed and taxed according to the general law applicable to real property in the City. After expiration of the term hereof, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of its final accounting. Notwithstanding anything herein to the contrary, the Term shall not exceed the thirty-fifth (35th) anniversary of the effective date of this Agreement.

SECTION 3.02 Termination.

The Entity may terminate this Agreement upon written notice to the City. Upon such a Termination, the Termination date of this Agreement shall be the last day of the calendar year quarter immediately preceding the calendar year quarter in which notice of such a Termination is delivered to the City. Upon the Termination date, the Project and the Redevelopment Site shall be assessed and subject to taxation as are other taxable properties in the municipality.

{End of Article III}

ARTICLE IV

ANNUAL SERVICE CHARGE

SECTION 4.01 Annual Service Charge Consent.

The Entity and the City hereby consent and agree to the amount of the Annual Service Charge and the Entity hereby consents and agrees to the liens established in this Financial Agreement, and the Entity shall not contest the validity or amount of any such lien; provided, however, that the foregoing shall not be construed to bar the Entity from raising the defense that (i) the Annual Service Charge then due and owing has been paid in full, (ii) the Annual Service Charge is not yet due and owing, or (iii) the Annual Service Charge is calculated in a manner other than as set forth in this Financial Agreement. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of status of the Entity as an "urban renewal entity" qualified under and as defined in the Long Term Tax Exemption Law, or any violation by the City of any provisions of this Financial Agreement, termination of the Redevelopment Agreement or failure of the Entity to complete the Project. In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge commencing from the Annual Service Charge Commencement Date and on each calendar quarter thereafter during the Term as provided in Section 4.05 herein. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the same rate of interest then being assessed by the City against delinquent taxpayers in the case of unpaid real estate taxes or tax liens until paid. Notwithstanding the foregoing, the Entity shall be entitled to any grace periods given to taxpayers within the City for the payment of regular real estate taxes.

SECTION 4.02 Payment of Annual Service Charge.

A. The Annual Service Charge shall be due and payable in quarterly installments as set forth in Section 4.04 below commencing on the first day of the calendar year quarter following the Annual Service Charge Commencement Date, subject, nevertheless, to adjustment as provided herein for over or underpayment within twenty (20) days after the close of each calendar year. The Annual Service Charge, if applicable, will be prorated in the year in which the Annual Service Charge is first payable and in the year in which this Financial Agreement terminates. The Annual Service Charge shall continue at all times while this Agreement remains in effect.

B. Subject to the provisions of Section 4.04, payment of the Annual Service Charge shall be made on a quarterly basis on each February 1, May 1, August 1, and November 1, commencing on the first February 1, May 1, August 1 or November 1 following the Annual Service Charge Commencement Date and based on projected Annual Gross Revenues subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the Entity submits to the City each Auditor's Report pursuant to Section 6.02(A) below.

C. In the event that the Entity, fails to timely pay any installment of the Annual Service Charge, the amount past due shall bear the rate of interest then being assessed by the City against other delinquent taxpayers in the case of unpaid property taxes until paid.

D. In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-12, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to any Termination of such tax exemption as provided for herein, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the City during the tax year, in accordance with applicable law.

SECTION 4.03 Annual Gross Revenue.

The Annual Gross Revenue shall be calculated as the total of all revenues that would normally be payable to the landlord in the case where the landlord is responsible to pay all costs of operations and maintenance, including the cost of utilities, as well as to pay the full cost of the capital required to construct the Project. To the extent that the actual revenues collected by the Entity are less than such amount, due to any reason, including, without limitation, the payment of expenses by tenants that would normally be paid by the landlord, such as insurance, taxes and/or maintenance, or the existence of an intermediate entity between the Entity and any tenant, but specifically excluding reductions in revenue due to vacancies within the Project, the City may, on notice to the Entity, recalculate the amount that the revenues would have been, without such issues, and utilize the results of its recalculations in all determinations of the Annual Service Charge. In the event of a dispute between the City and the Entity, such dispute shall be subject to the arbitration provisions under Section 14.03 herein, provided the City and the Entity shall each pay one-half (1/2) of the fees (including the arbitrator's fees) in connection with the arbitration of any such dispute, provided each of the City and the Entity shall pay their own legal fees.

SECTION 4.04 Annual Service Charges.

The Annual Service Charge throughout the term of this Agreement shall be as follows:

- a. Pursuant to N.J.S.A. 40A:20-12, the parties agree that upon the Annual Service Charge Commencement Date, the Annual Service Charge for the Project shall be an amount equal to 6.25% of Annual Gross Revenue for the residential units and 10% of Annual Gross Revenue for the Commercial Portion, if any.
- b. In no event shall the Annual Service Charge, excluding taxes on the Land, in any year after the Annual Service Charge Commencement Date be less than the Minimum Annual Service Charge.

SECTION 4.05 Reformation of Annual Service Charge Computation.

A. In the event the exemption of the Land authorized under N.J.S.A. 40A:20-12 is invalidated by a Court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect and shall be reformed to cure the invalid provision to provide that Land Taxes are assessed on the Land and there shall be no change to the Annual Service Charge, except the Entity shall receive a credit against the Annual Service Charge for the amount, without interest, of the real estate taxes on the Land paid by it in the last four preceding quarterly installments pursuant to N.J.S.A. 40A:20-12.

B. If the exemption of the Land authorized under N.J.S.A. 40A:20-12 is invalidated by a court of competent jurisdiction, the Entity shall be obligated to make payment of Land Taxes according to the general laws applicable to all other tax ratables and as set forth in Section 4.05(A). Unless otherwise invalidated by a court of competent jurisdiction, the Land shall be exempt from taxation hereunder as a project for the construction of housing by an urban renewal entity. The Entity hereby expressly waives any and all credits against, reductions of the Annual Service Charge that it may otherwise have been entitled to in accordance with N.J.S.A. 40A:20-12 so long as the Land is exempt from taxation hereunder.

SECTION 4.06 County Portion Paid to the County.

In accordance with the provisions of N.J.S.A. 40A:20-12, upon the payment of the Annual Service Charge, the City shall remit the County Share to the County.

SECTION 4.07 Material Conditions,

It is expressly agreed and understood that all payments of the Annual Service Charge and any interest payments, penalties or costs of collection due thereon, and payments of Land Taxes, if applicable, are material conditions of this Financial Agreement (the “**Material Conditions**”). If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

SECTION 4.08 No Reduction in Payment of the Annual Service Charge.

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.02 and 4.04 hereof, shall be reduced, amended or otherwise modified during the term of this Financial Agreement, except as explicitly provided herein.

SECTION 4.09 Annual Service Charge as Municipal Lien.

The City and the Entity hereby expressly acknowledge, understand and agree that the Ordinance, this Financial Agreement and any amount due hereunder, including without limitation, the Annual Service Charge, shall be a continuous, perfected municipal lien on the Property and the Project, and that any subsequent Annual Service Charge, including any interest, penalties or costs of collection thereof, that shall thereafter become due or accrue, shall be added and relate back to and be part of the initial municipal lien on the relevant portion of the Property and the Project.

SECTION 4.10 Security for Payment of Annual Service Charge.

In order to secure the full and timely payment of the Annual Service Charge, the City reserves the right to prosecute an In Rem Tax Foreclosure action against the applicable portion of the Property in accordance with applicable law, as more fully set forth in this Financial Agreement.

{End of Article IV}

ARTICLE V

CERTIFICATE OF OCCUPANCY

SECTION 5.01 Certificate of Occupancy.

It is understood and agreed that it shall be the obligation of the Entity to, in good faith, take such actions as are necessary under applicable law to obtain all required Certificates of Occupancy in a reasonably timely manner. The City shall, in good faith, reasonably cooperate with the Entity and use its best efforts to support and expedite the review, comment and approval of any application of the Entity seeking a Certificate of Occupancy.

{End of Article V}

ARTICLE VI

ANNUAL AUDITS

SECTION 6.01 Calculation of Net Profit.

For the purposes of this Financial Agreement, the Entity agrees to calculate its “**Net Profit**” pursuant to N.J.S.A. 40A:20-3(c).

SECTION 6.02 Periodic Reports/Notices.

A. Auditor’s Report: Within ninety (90) days after the close of each fiscal or calendar year that this Financial Agreement shall continue in effect, according to the Entity’s accounting basis, the Entity shall submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the Department of Community Affairs, its Auditor’s Report for the preceding fiscal or calendar year. The Auditor’s Report shall clearly identify and calculate the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with preparation of the annual reports.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified by a certified public accountant licensed in the State, as to actual construction costs, site remediation and clean-up of Hazardous Substances, as well as any other costs contemplated in this Agreement.

C. Disclosure Statement: Within ninety (90) days after each anniversary date of the execution of this Financial Agreement, the Entity shall submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project and the extent of the ownership interest of each (each a “**Disclosure Statement**”).

SECTION 6.03 Inspection.

Upon reasonable request in writing, and with a reasonable amount of advance notice, during normal business hours and in the presence of an officer or agent designated by the Entity if available on the date and time requested, the Entity shall permit (i) the inspection of its property, equipment, buildings and other facilities of the Project, and (ii) the examination and audit of its books, contracts, records, documents and papers, in each case by representatives duly authorized by the City and Division of Local Government Services in the Department of Community Affairs as provided in the Redevelopment Agreement, provided that such rights of inspection also shall extend to representatives in the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e), duly authorized by the City, as reasonably deemed necessary and appropriate by the City. Such inspections and examinations shall be made as provided in the Redevelopment Agreement. The inspections and examinations shall not in any manner materially interfere with construction or operation of the Project.

SECTION 6.04 Limitation on Profits and Reserves.

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits or dividends pursuant to the provisions of N.J.S.A. 40A:20-15. The calculation of the Entity's excess Net Profit pursuant to the Long Term Tax Exemption Law shall include those project costs directly attributable to site remediation and cleanup expenses and exclude such other amounts as provided in this Financial Agreement and the Long Term Tax Exemption Law. Upon expiration or Termination of the tax exemption, the foregoing limitations on the profits or dividends of the Entity shall be of no further force or effect.

The Entity shall have the right in any year to establish and maintain a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenues of the Entity for the last full fiscal year preceding the year in which the reserve is established or maintained, and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15.

There is expressly excluded from calculation of "Gross Revenue" and from "Net Profit" as set forth in N.J.S.A. 40A:20-3 for the purpose of determining compliance with N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, the amount of any sale, including any gain realized thereby, by the Entity on the sale of all or any portion of the Project, whether or not taxable under federal or State law.

SECTION 6.05 Payment of Dividend and Excess Profit Charge.

In the event the Net Profits of the Entity (after funding of any reserve described in Section 8.04), in any fiscal year (taken as one accounting period) after Substantial Completion, shall exceed the Allowable Net Profits for such period, then the Entity, within one hundred twenty (120) days after the end of such fiscal year, shall pay such excess Net Profits to the City as an additional Annual Service Charge. The calculation of Net Profit and Allowable Net Profit shall be made in the manner set forth in N.J.S.A. 40A:20-3(c) and 40A:20-15, with the Entity having the right to (i) include those Project costs attributable to site remediation and cleanup expenses, and (ii) exclude other costs as provided in this Agreement or N.J.S.A. 40A:20-3.

{End of Article VI}

ARTICLE VII

ASSIGNMENT AND/OR ASSUMPTION

SECTION 7.01 Transfers Generally.

Except for Permitted Transfers set forth in Section 7.02 below, the Entity shall not, without the prior written consent of the City (which may be granted or withheld in the City's sole discretion): (A) effect or permit any change, directly or indirectly, in the majority ownership or control of the Entity, (B) assign or attempt to assign this Agreement, or (C) make any total sale, lease, transfer or conveyance of the whole of its interest in the Property or the Project (collectively, a "**Transfer**").

SECTION 7.02 Permitted Transfers.

Notwithstanding the foregoing Section 7.01, the Entity, without violating the provisions of Section 7.01, may effectuate the following Transfers, sales or assignments, to which the City hereby consents, without the necessity of further action by the City (the "**Permitted Transfers**"):

A. The City hereby expressly permits and consents to the transfer of: (1) 99.99% of the ownership interest in the Entity to a tax credit investor chosen by the Entity, at its sole discretion, in furtherance of the Project's anticipated low income housing tax credit financing; (2) the tax credit investor's interest in the Entity pursuant to Section 10.01 of the First Amended and Restated Operating Agreement of the Entity (the "**Operating Agreement**"); and (3) the interest of the managing member in the Entity if the tax credit investor removes the managing member due to a default of the managing member under the Operating Agreement pursuant to Section 9.02 of the Operating Agreement, provided the tax credit investor gives to the City prior written notice of the removal and the new managing member.

B. Transfers to any Holder as security for the purpose of obtaining the financing necessary to enable the Entity to perform its obligations under the Redevelopment Agreement with respect to completing the Project and any other purpose authorized by the Redevelopment Agreement, including deeds to Holders in lieu of foreclosure or transfers at foreclosures;

C. Any mortgage or mortgages and other liens and encumbrances for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project;

D. Utility and other development easements necessary to effectuate the Project;

E. Environmental covenants and restrictions imposed by a regulatory agency as a condition of any Governmental Approval (as such term is defined in the Redevelopment Agreement);

F. Transfers to affiliates of the Entity; provided such entity is an urban renewal entity formed pursuant to the Long Term Tax Exemption Law, Hans Lampart maintains control of such entity (which control may be indirect) and the transferee expressly assumes in a writing reasonably satisfactory in form and substance to the City the obligations of the Entity under the

Redevelopment Agreement and this Agreement; it being the mutual intent of the Parties that under all circumstances this Agreement shall remain in full force and effect, applicable to the entire Property, in the event of any Transfer.

The Entity shall provide thirty (30) day prior notice to the City of any Permitted Transfer to be consummated pursuant to this Section 7.02.

SECTION 7.03 Transfer to an Unaffiliated Urban Renewal Entity.

As permitted by N.J.S.A. 40A:20-10(a), notwithstanding the foregoing Section 7.01, upon written application by the Entity, the City will consent to a sale to another urban renewal entity purchasing all or a portion of the Project in fee simple and the transfer of the tax exemption in this Financial Agreement for the Project, or portion thereof (reflected in a new financial agreement incorporating all the terms of this Financial Agreement for the period remaining on the tax exemption for the Project or portion thereof (the “**Transferee Agreement**”)), provided: (A) the transferee entity is formed and eligible to operate under the Long Term Tax Exemption Law; (B) the Entity is not then in Default of this Financial Agreement or the Long Term Tax Exemption Law; (C) the Entity’s obligations under this Financial Agreement as to the Project or portion thereof being transferred are fully assumed by the transferee entity in the Transferee Agreement; (D) the transferee entity agrees to all terms and conditions of this Financial Agreement in the Transferee Agreement; (E) if applicable, the Entity or the transferee entity, upon proper application to and approval by the City, subdivides or divides by condominium regime the Property underlying that portion of the Project being transferred, which application for subdivision shall not be unreasonably withheld, conditioned or delayed; and (F) the City consents in writing to such transfer pursuant to the terms of the Redevelopment Agreement. The City shall, in good faith, in a prompt and timely manner reasonably cooperate with the Entity and the transferee entity and use its best efforts to review the written application of the Entity, review and approve the application for approval of the transferee entity pursuant to N.J.S.A. 40A:20-8, and negotiate and approve the Transferee Agreement. The then applicable Annual Service Charge for the Project or portion thereof will be paid by the transferee entity pursuant to the Transferee Agreement. In the event that any transfer contemplated in this Section 7.03 is for less than the whole of the Project, the Annual Service Charge to be paid by the Entity and the transferee entity after the transfer shall be pro-rated based on the relative assessed value of the portion of the Project being transferred compared to the portion of the Project remaining with the Entity.

SECTION 7.04 Subordination of Fee Title.

It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charge and to the rights of the City hereunder, to encumber and/or lease and/or assign the fee title to the Project Property and Project, and that any such encumbrance, lease or assignment shall not be deemed to be a violation of this Financial Agreement.

SECTION 7.05 Restriction on Transfer.

So long as this Financial Agreement remains in effect, any transfer of the Property (except for any Permitted Transfer or any Transfer to which the City consents under this Article VII) shall be void ab initio.

{End of Article VII}

ARTICLE VIII

CITY DETERMINATIONS AND OBLIGATIONS

SECTION 8.01 Relative Benefits.

In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-11(a), the City hereby finds and determines that this Financial Agreement is to the direct benefit of the health, safety, welfare and financial well-being of the City and its citizens despite the tax exemption granted hereunder.

SECTION 8.02 Importance of Tax Exemption.

In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-11(b), the City hereby finds and determines that this Financial Agreement is a critical incentive for the Entity to undertake the Project in the City due to the extraordinary costs associated with the development of the Property. The exemption contemplated hereunder provides the benefits to the City, among others, of the completion of (i) the Project providing much needed age and income restricted housing, (ii) the development and use of vacant land, and (iii) installation of needed infrastructure and other aesthetic improvements ,

{End of Article VIII}

ARTICLE IX

WAIVER

SECTION 9.01 Waiver.

Except as specifically provided in this Financial Agreement including, but not limited to, Sections 3.02 and 4.05, and, except for the express waiver herein of certain rights of acceleration and certain rights to terminate the Agreement and tax exemption for violation of any of the conditions provided herein, nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City or the Entity of any rights and remedies provided by applicable law. Nothing herein shall be deemed to limit any right of recovery that the City or the Entity has under law, in equity, or under any provision of this Financial Agreement.

{End of Article IX}

ARTICLE X

NOTICE

SECTION 10.01 Notice.

Any notice required hereunder to be sent by any party to another party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, as follows:

- A. When sent to the Entity it shall be addressed as follows:

Newcomb Senior Apartments Urban Renewal III, LLC
c/o Eastern Pacific Properties, LLC
925 East Landis Avenue
Suite E
Vineland, NJ 08360
Fax: (856) 696-1200
Phone: (856) 696-0200
E-mail: hl@epacdevco.com

with a copy to:

Jeffrey S. Beenstock
Ballard Spahr LLP
700 East Gate Drive, Suite 330
Mount Laurel, New Jersey 08054
Fax: (856) 761-1020
Phone: (856) 761-3417
E-mail: beenstock@ballardspahr.com

- B. When sent to the City, it shall be addressed as follows:

Sandy Forosisky, Director of Economic Development
City of Vineland
640 E. Wood Street
P.O. Box 1508
Vineland, New Jersey 08632.1508
Fax: (856)405-4607
Phone: (856) 794-4000 ext. 4623
E-mail: sforosisky@virtelandcity.org

with copies to:

Richard Tonetta, Esq., Department of Law
City of Vineland
640 E. Wood Street
P.O. Box 1508

Vineland, New Jersey 08632-1508
Fax: (856) 405-4607
Phone: (856) 794-4000 ext. 4600
E-mail: rtonetta@vinelandcity.org

Leah Sandbank, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Road, 2nd Floor
Roseland, New Jersey 07068
Fax: (973) 712-1431
Phone: (973) 622-1800
E-mail: lsandbank@msbnj.com

The notice to the City shall identify the subject with the block and lot on the tax map of the City of the parcel or parcels comprising the Property.

{End of Article X}

ARTICLE XI

COMPLIANCE

SECTION 11.01 Compliance.

The Entity hereby agrees at all times prior to the expiration or Termination of the tax exemption to remain bound by the provisions of this Agreement and the Law.

{End of Article XI)

ARTICLE XII

CONSTRUCTION

SECTION 12.01 Construction.

This Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Financial Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

{End of Article XII}

ARTICLE XIII

INDEMNIFICATION

SECTION 13.01 Indemnification.

A. It is hereby understood and agreed that in the event the City shall be named as a party in any action brought against the Entity (other than an action brought by the City itself) by allegation of any breach, Default or violation of any of the provisions of this Financial Agreement and/or the provisions of the Long Term Tax Exemption Law arising out of or resulting from the action or inaction of the Entity, the Entity shall indemnify and hold the City harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from such breach, Default or violation of any of the provisions of this Financial Agreement and/or the provisions of the Long Term Tax Exemption Law; provided, however that the Entity shall not be required to indemnify the City for any willful or negligent act, omission or misconduct by the City or any of its officers, officials, employees or agents. Upon the City becoming aware of any claim or loss for which indemnification is sought, the City shall promptly provide the Entity with written notice thereof and demand for indemnification. The Entity shall defend against any such claim or loss at its own expense using counsel of its choosing. The City maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the expense thereof to be borne by the City.

B. The Entity shall indemnify and defend the City and its directors, officers, shareholders, employees, successors and assigns, (collectively, the "**Indemnified Parties**"), against, and hold the Indemnified Parties harmless from, and reimburse the Indemnified Parties for, any and all claims, demands, judgments, penalties, liabilities, costs, damages, expenses, incurred by any of the Indemnified Parties, including court costs and reasonable attorney's fees (prior to trial, at trial and on appeal), caused by, resulting from or arising out of any of the following acts or omissions committed, permitted or omitted by the Entity:

- (1) fraud or intentional or material representation by the Entity;
- (2) misappropriation of rents or security deposits received by the Entity;
- (3) intentional material physical waste of any portion of its Parcels; or
- (4) failure by the Entity to pay any valid taxes, assessments, mechanic's liens, materialmen's liens or other liens which could create liens on any portion of its Land or Project which would, or could, be superior or equal in priority to the lien or security title of this Financial Agreement.

{End of Article XIII}

ARTICLE XIV

DEFAULT; REMEDIES; TERMINATION

SECTION 14.01 Default.

“**Default**” shall mean the failure of the Entity or the City to comply with the terms of this Financial Agreement observe and perform any other obligation imposed upon the Entity or the City, as applicable, beyond any applicable notice, cure or grace period.

SECTION 14.02 Cure Upon Default.

Should either Party be in Default of any obligation under this Financial Agreement, the non-defaulting Party shall notify the defaulting Party and any mortgagee of the Entity in writing of said Default (the “**Default Notice**”). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting Party shall have (i) sixty (60) days to cure any non-payment Default from the date of its receipt of the Default Notice and (ii) ten (10) business days to cure any payment Default from the date of such Default; provided, however, that if such non-payment Default is not reasonably able to be cured within such sixty (60) day period and the defaulting Party is diligently pursuing a cure, such cure period shall extend as long as the defaulting Party continues diligently to pursue such cure. No Default hereunder by the Entity shall terminate the tax exemption described herein and its obligation to make Annual Service Charge payments, which shall continue in effect for the respective durations set forth in Section 3.01 hereof, subject to Section 3.02 hereof.

SECTION 14.03 Remedies Upon Default Cumulative; No Waiver.

In the event of any uncured Default by the Entity, the City shall have the right to proceed against any portion of the Property and the Project owned by the Entity pursuant to the provisions of applicable law. Upon any Default in payment of any installment of the Annual Service Charge by the Entity, the City shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the Tax Sale Law.

Subject to the other terms and conditions of this Financial Agreement including Section 14.04, all of the remedies provided in this Financial Agreement to the City, and all rights and remedies granted to the City by law and equity, shall be cumulative and concurrent and no determination of the invalidity of any provision of this Financial Agreement shall deprive the City of any of its remedies or actions against the Entity because of Entity’s failure to pay Land Taxes (if applicable), the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes (if applicable), Annual. Service Charge or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes (if applicable), Annual Service Charge or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Financial Agreement.

In the event of a Default under of this Financial Agreement by either Party or in the event of a dispute arising between the Parties in reference to the terms and provisions as set forth herein,

then the Parties shall submit the dispute to the American Arbitration Association in the State to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by each Party equally, to be reimbursed in full by the non-prevailing Party to the prevailing Party.

SECTION 14.04 Remedies.

The City's customary tax payment enforcement proceedings will apply to the collection of any delinquent payment of the Annual Service Charge. In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV above, and the continuance of such Default after expiration of any notice, grace or cure periods under applicable law, the City in addition to its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by applicable law, including the Tax Sale Law, and any act supplementary or amendatory thereof, provided that it is understood and agreed that the City shall look solely to the estate and property of the Entity in the Project (including the rental income and insurance proceeds therefrom) for the satisfaction of the City's remedies for the collection of a judgment or other judicial process requiring the payment of money by the Entity in the event of any Default or breach by the Entity with respect to any of the terms, covenants and conditions of this Financial Agreement to be observed or performed by the Entity, and any other obligation of the Entity created by, under or as a result of this Financial Agreement, and no other property or assets of the Entity's partners, beneficiaries, shareholders, officers, directors, members, managers, tenants, principals, agents or attorneys (as the case may be) (in any of their capacities) shall be subject to service, levy, execution or other enforcement procedures for the satisfaction of the City's remedies. In no event shall the City name any of the Entity's partners, members, shareholder's, officers, directors, managers, beneficiaries, tenants, shareholders, principals, agents or attorneys (in any of their capacities) to any suit or other proceeding to which the City and/or Entity are a party arising out of or relating to this Financial Agreement.

The City shall pursue the collection of delinquent payments of Annual Service Charge with the same diligence it employs in the collection of the City's general *ad valorem* real estate taxes, including the commencement of an In Rem Tax Foreclosure. The Parties understand and agree that the City's ordinary discretion in this regard allows it to decide not to expend resources to collect *de minimis* outstanding amounts.

Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Financial Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the City to proceed in the above-mentioned manner.

SECTION 14.05 Final Accounting.

Within ninety (90) days after the date of Termination of tax exemption, the Entity shall provide a final accounting pursuant to N.J.S.A. 40A:20-12. After Termination or expiration, restrictions and limits on the Entity shall terminate upon the Entity's rendering a final accounting.

SECTION 14.06 Conventional Taxes.

Upon Termination or expiration of this Financial Agreement, the tax exemption for the Project shall expire and the Property and the Project thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

{End of Article XIV}

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Conflict.

The Parties agree that in the event of a conflict between the Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

SECTION 15.02 Oral Representations.

There have been no oral representations made by either of the Parties which are not contained in this Financial Agreement.

SECTION 15.03 Entire Document.

All conditions in the Ordinance are incorporated in this Financial Agreement and made a part hereof. This Agreement, the Ordinance and the Application constitute the entire agreement between the Parties as to the subject matter thereof and hereof and expressly replaces and supersedes all prior agreements, including without limitation the Original Financial Agreement with respect to the Project.

SECTION 15.04 Good Faith.

In their dealings with each other, the Parties agree that they shall act in good faith.

SECTION 15.05 Recording.

Upon the execution and delivery of this Financial Agreement, the entire Financial Agreement, including the Ordinance, shall be filed and recorded with the office of the Cumberland County Register by the Entity, at the Entity's expense, such that this Financial Agreement and the Ordinance shall be reflected upon the land records of the County as a perfected statutory municipal lien upon and a covenant running with each and every parcel of the Property including the Project related thereto.

SECTION 15.06 Municipal Services.

The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Land Taxes (but only if the Property is determined not to be exempt pursuant to the Long Term Tax Exemption Law) and the Annual Service Charge, as required by law. Nothing herein is intended to release the Entity from its obligation to make such payments.

SECTION 15.07 Financing Matters.

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 are set forth in the Application, which financial information is incorporated by reference as if set forth in full herein.

SECTION 15.08 Counterparts: Electronic Signatures.

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Electronic or facsimile signatures shall constitute original signature for all purposes under this Financial Agreement.

SECTION 15.09 Amendments.

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties.

SECTION 15.10 Certification.

The City Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that a financial agreement with an urban renewal entity, i.e., the Entity, for the development of the Property, has been entered into and is in effect as required by N.J.S.A. 40A:20-1, *et seq.* Delivery by the City Clerk to the Tax Assessor of a certified copy of the Ordinance adopted by the City Council approving the tax exemption described herein and this Financial Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the City Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the City Clerk that the exemption has been terminated.

Upon the adoption of this Financial Agreement, a certified copy of the Ordinance and this Financial Agreement shall forthwith be transmitted to the Director of the Division of Local Government Services by the City Clerk. Within ten (10) days of the execution of this Financial Agreement, the City Clerk shall provide a copy of the Financial Agreement and the Ordinance authorizing the same to the Cumberland County Counsel and the Cumberland County Chief Financial Officer for informational purposes in accordance with P.L. 2015, c. 247, Section 1, as codified in N.J.S.A. 40A:20-12.

SECTION 15.11 Administrative Fees.

No annual administrative fee shall be assessed or payable in connection with this Agreement.

SECTION 15.12 Severability.

If any terms or provision of this Financial Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Financial Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Financial Agreement shall be valid and shall be enforced to the extent permitted by applicable law.

SECTION 15.13 Force Majeure.

Neither Party shall be liable to the other for failure to perform its obligations under this Agreement due to causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials. Notwithstanding the foregoing, the payment of Land Taxes (during any period in which Land Taxes are not exempt hereunder) and Annual Service Charge are Material Conditions of this Agreement which shall not be excused by the occurrence of a force majeure event.

{End of Article XV}

IN WITNESS WHEREOF, the parties have caused this Financial Agreement to be executed as of the day and year first above written.

**NEWCOMB SENIOR APARTMENTS URBAN
RENEWAL III, LLC**, a New Jersey limited liability
company

By: Newcomb Senior Apartments Managing Member
III, LLC, its managing member

By: _____
Hans Lampart, President

STATE OF NEW JERSEY :
: ss
COUNTY OF :

On this, the _____ day of _____, 2025, before me, the subscriber, personally appeared Hans Lampart, who I am satisfied is the person who executed the foregoing instrument as the President of Newcomb Senior Apartments Managing Member III, LLC, a New Jersey limited liability company and the managing member of Newcomb Senior Apartments Urban Renewal III, LLC, the New Jersey limited liability company named in the foregoing instrument, and he acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commission Expiration: _____

[CONTINUED ON NEXT PAGE]

CITY OF VINELAND

By: _____
Anthony Fanucci, Mayor

STATE OF NEW JERSEY :
: ss
COUNTY OF CUMBERLAND :

On this, the _____ day of _____, 2025, before me, the subscriber, personally appeared Anthony Fanucci, who I am satisfied is the person who executed the foregoing instrument as the Mayor of the City of Vineland, and he acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument as such municipal corporation's voluntary act and deed for the purposes therein contained by signing on behalf of said municipal corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Commission Expiration: _____

ORDINANCE AMENDING § 425-5 OF THE VINELAND
MUNICIPAL CODE TO INCREASE FEES FOR REVIEWING
AND ADMINISTERING DEVELOPMENT APPLICATIONS.

WHEREAS, the Land Use Ordinance of the City of Vineland, Chapter 425 of the Municipal Code, provides for fees to cover the cost of reviewing and administering development applications; and

WHEREAS, it has been 22 years since the fee schedule has seen major revision because there is an automatic annual 3% escalator; and

WHEREAS, the 3% escalator has not kept pace with rising professional costs; and

WHEREAS, some legal fees paid out to the Planning Board and Zoning Board of Adjustment Solicitor have been adjusted by contract;

WHEREAS, pursuant to Resolution No. 6685 the Planning Board of the City of Vineland has recommended § 425-5 of the Vineland Municipal Code be updated to reflect current costs of reviewing and administering development applications;

NOW, THEREFORE, BE IT ORDAINED by City Council of the City of Vineland §425-5 (FEES) of the Vineland Municipal Code, consistent with the recommendation of the Vineland Planning Board as set forth in Planning Board Resolution No. 6685, be revised and replaced, with the following:

§425-5. Fees. AMOUNTS (Subject to a 3% escalation on January 1st of each year – check with the Planning Division for current rates).

A. The following schedule is hereby established:

- (1) Resubdivision, not creating a new lot: \$300.
- (2) Minor subdivision, creating one to four new lots: \$300 plus \$150 per new lot.
- (3) Major subdivision, preliminary plat: \$12,000.00 plus \$250 per new lot.
- (4) Major subdivision, final plat: \$1,200 plus \$150 per new lot.
- (5) Site plan, minor (5,000 square feet or less of proposed developed area): \$1,200
- (6) Site plan, major preliminary plan,
 - (a) Greater than 5,000 to 25,000 square feet of proposed developed area: \$2,000
 - (b) Greater than 25,000 to 50,000 square feet of proposed developed area: \$2,500.
 - (c) Greater than 50,000 to 100,000 square feet of proposed developed area: \$4,000.
 - (d) Greater than 100,000 to 250,000 square feet of proposed developed area: \$5,500.
 - (e) Greater than 250,000 to 500,000 square feet of proposed developed area: \$7,5000.
 - (f) Greater than 500,000 square feet of proposed developed area: \$10,000.
 - (g) Planned development: \$12,000 plus \$250 per dwelling unit.
- (7) Site plan, major final plan (except when preliminary and final are combined, then only preliminary fee applies):
 - (a) Greater than 5,000 to 25,000 square feet of proposed developed area: \$1,000

CITY OF VINELAND, NJ

- (b) Greater than 25,000 to 50,000 square feet of proposed developed area: \$1,250.
- (c) Greater than 50,000 to 100,000 square feet of proposed developed area: \$2,000.
- (d) Greater than 100,000 to 250,000 square feet of proposed developed area: \$2,750.
- (e) Greater than 250,000 to 500,000 square feet of proposed developed area: \$3,750.
- (f) Greater than 500,000 square feet of proposed developed area: \$5,000.
- (8) Conditional use permit: \$300.
- (9) Appeal pursuant to N.J.S.A. 40:55D-70a: \$300.
- (10) Interpretation pursuant to N.J.S.A. 40:55D-70b: \$300.
- (11) Variance pursuant to N.J.S.A. 40:55D-70c (fee does not apply if part of resubdivision, minor subdivision, major subdivision or site plan application): \$300.
- (12) Variance pursuant to N.J.S.A. 40:55D-70d: \$1,200.
- (13) Permit pursuant to N.J.S.A. 40:55D-34 or 40:55D-35: \$300.
- (14) Special meeting requested by applicant (shall be charged in addition to other fees herein stated): \$2,000.
- (15) Certified list of property owners to be notified: \$0.25 per name or \$10, whichever is greater.
- (16) Transcript: In accordance with OPRA.
Xerox copy of transcript (all other Xeroxing shall be governed by the Code of the City of Vineland):
Duplicate Recording
- (17) Certificate as to approval of subdivision of land: \$50.
- (18) Zoning permit (except zoning permit for residential swimming pool and/or residential shed with 200 square feet or less of floor area shall be 50% of stated fee): \$75.
- (19) Certificate of zoning compliance: \$75.
- (20) Certification of nonconforming use or structure: \$75.
- (21) Research of past ordinances and approvals (shall be charged in addition to certification of nonconforming use or structure fee): \$75.
- (22) Determination of need for site plan approval by Engineering/Planning: \$75.
- (23) Letter concerning developability of property by Engineering/Planning: \$75.
- (24) Public hearing (shall be charged in addition to other fees herein stated): \$150.
- (25) Resubmission: 1/2 of the original application fee.
- (26) Request for extension: \$50.
- (28) Inspections:
 - (a) Resubdivision, not creating a new lot (if needed): \$150.
 - (b) Minor subdivision, creating one to four new lots (if needed): \$150.
 - (c) Major subdivision: \$2,500 plus \$150 per lot
 - (d) Site plan, minor: \$250.

CITY OF VINELAND, NJ

- (e) Site plan, major (100,000 or less square feet of proposed developed area): \$1,200.
- (f) Site plan, major (greater than 100,000 square feet of proposed developed area): \$2,500.

(30) Legal review and documentation preparation:

- (a) Major subdivision, preliminary plan: \$927.
- (b) Major subdivision, final plan: \$927.
- (c) Site plan, major preliminary plan: \$927.
- (d) Site plan, major final plan: \$927.
- (e) Appeal pursuant to N.J.S.A. 40:55D-70a: \$773.
- (f) Interpretation pursuant to N.J.S.A. 40:55D-70b: \$773.
- (g) Variance pursuant to N.J.S.A. 40:55D-70c: \$750.
- (h) Variance pursuant to N.J.S.A. 40:55D-70d: \$900.
- (i) Redevelopment Plan Amendment: \$900.
- (j) All other applications: \$750.

(31) Association document review (e.g., homeowners', condominium, cooperative): \$773.

(32) Performance and maintenance guarantee review: \$155.

(33) Deed or easement review: \$258.

(34) All other legal costs: \$250 per hour.

(35) Legal Escrow: \$25,000.00.

B. Notes.

(1) NOTE: In the event that the Planning Board or Zoning Board of Adjustment approves an application with conditions specified in the resolution requiring plan alterations, the revised submission shall be called a perfected plan. A perfected plan shall not be submitted to the Planning Board or Zoning Board of Adjustment; provided, however, that such plan shall not be signed by the Chairman and Secretary until all the conditions of the resolution have been met. When required, a minimum of six paper copies of a perfected plan and one digital copy of a perfected plan (in a format compatible with the City Engineer's electronic drafting and GIS systems using NJ State Plane Coordinate System and NAD 83. Where survey accuracy is not utilized for the establishment of NJSPC, sub-meter coordinates shall be used and noted on the plans) shall be submitted to the Secretary, for which no review fee will be charged, except for applicable legal fees and consultant escrow fees. Only one perfected plan submission shall be allowed for each type of application. Additional plan alterations shall be deemed resubmissions, and appropriate fees shall be charged. A development plan which is submitted which proposes modifications to an already submitted or approved plan shall be considered a resubmission. Such a plan may only be submitted as a resubmission prior to surety being released on the project. All subsequent applications will be deemed new. A resubmission fee is also applicable to the review of documents.

(2) NOTE: Three percent per year escalator on January 1st of each year, rounded to nearest dollar, and an annual review. Transcript escalator governed by N.J.S.A. 2B:7-4. The Planning Division maintains a list of current rates.

(3) NOTE: The Resolution preparation fee shall be charged and paid at the time of application submission. The Association Documents and Performance and Maintenance Guarantee Review fees shall be charged and paid at the time of document submission.

(4) NOTE: The Resolution preparation fee shall be charged and paid at the time of application submission. The Association Documents and Performance and Maintenance Guarantee Review fees shall be charged and paid at the time of document submission.

CITY OF VINELAND, NJ

BE IT RESOLVED by the Council of the City of Vineland, County of Cumberland and State of New Jersey, the governing body of the City of Vineland, that the Tax Sale Certificates as shown on the attached Foreclosure List now held by the City of Vineland be foreclosed by the summary proceedings in REM, and as described by N.J.S.A. §54:5-104.29 to §54:5-104.71 as amended, and pursuant to the Rules of Civil Procedure of the Superior Court of New Jersey.

Passed first reading: April 8, 2025

Passed final reading: April 22, 2025

Approved by the Mayor:

President of Council pfs

Mayor arf

ATTEST:

City Clerk rgf

RESOLUTION NO. 2025- 157

RESOLUTION ADOPTING CHANGES TO ORDINANCE
NO. 2025-27 AND ORDINANCE NO. 2025-28.

WHEREAS, City Council of the City of Vineland, at Council's regularly scheduled meeting on March 11, 2025, was presented with a report, prepared by CME Associates, which reviewed Ordinance No. 2025-9 and Ordinance No. 2025-10; and

WHEREAS, City Council of the City of Vineland voted down Ordinance No. 2025-9 and Ordinance No. 2025-10 at same meeting; and

WHEREAS, City Council of the City of Vineland was also presented with two draft ordinances to replace the above-mentioned ordinances, to be named Ordinance No. 2025-27 and Ordinance No. 2025-28, at same meeting; and

WHEREAS, in accordance with N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26, City Council of the City of Vineland referred the proposed ordinances to the City of Vineland Planning Board for review as to consistency with Master Plan and comment; and

WHEREAS, Christopher Dockney, P.P., AICP, from CME Associates, presented his report and draft ordinances to the City of Vineland Planning Board at its regularly scheduled meeting on March 12, 2025; and

WHEREAS, as a result of the hearing the Planning Board passed Resolution No. 6691 recommending the following changes to Ordinance No. 2025-27 and 2025-28:

1. In Ordinance No. 2025-27, replace Section F. with 'SOCIAL SERVICE OFFICE – Any office primarily engaged in providing assistance, as opposed to products, to individuals, business, industry, government or other enterprises. For purposes of this Chapter, an office providing child care and family support services, veterans support services, adoption services, or similar social services shall be considered a social service office, while any office engaged in providing services for substance abuse, addiction treatment, mental health, harm reduction or similar services shall not be considered a social service office.'
2. In Ordinance No. 2025-28, replace the eighth WHEREAS statement with 'WHEREAS, through the report of professional planning consultant CME Associates, in addition to testimony of Planner Hicks and Engineer Headley at a Planning Board hearing, further indicated that out-patient treatment for mental health issues is not adequately addressed in the Zoning Ordinance and the newly defined use of "Mental Health Counseling or Treatment Centers" should be permitted within the B-3 Business and IN-1 Institutional Zone reasonably considering the character of the different zones and their peculiar suitability for the use prescribed by a "Mental Health Counseling or Treatment Center".'
3. In Ordinance No. 2025-28, replace Section 2B(1) with 'All uses permitted in the B-1 Zone, in addition those uses enumerated as prohibited uses in the B-1 Zone with the exception of Substance Abuse Counseling or Treatment Center, Mental Health Counseling or Treatment Center, and Harm Reduction Center which shall be prohibited in the B-2 Zone.'
4. In Ordinance No. 2025-28, replace Section 7A(13)(a) with 'the use shall be located a minimum of 1,000 feet from any of the following uses: child day care facility; public **or private** elementary, middle, or high school; playground; public park; or house of worship, as measured from property to nearest points of any property line.'

CITY OF VINELAND, NJ

WHEREAS, Kathleen Hicks, P.P., AICP, City Planner, in consultation with Christopher Dockney, P.P., AICP has further recommended that the definition of Harm Reduction Centers set forth in Section H of Ordinance No. 2025-27 be changed to more fully describe Harm Reduction Centers, consistent with N.J.S.A. 26:5C-25 through 31, as follows:

Harm Reduction Center – means an entity registered with the NJ Department of Health to provide authorized harm reduction services in accordance with the Bloodborne Disease Harm Reduction Act (N.J.S.A. 26:5C-25 et seq), which may include services for injection drug users such as education on safer use of illegal or controlled substances, access to life-saving medication, drug safety testing equipment and supplies, drug addiction treatment resources or counseling, or similar programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that that the recommended amendments, as set forth above, are approved and adopted and that No. 2025-27 and Ordinance 2025-28 be amended to include said changes.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



ANTHONY R. FANUCCI
MAYOR

April 2, 2025

To: Rich Franchetta, Municipal Clerk

From: Mayor Anthony R. Fanucci

Due to the untimely passing of VMEU Director John Lillie, I am pleased to announce that with the advice and consent of City Council, I appoint Dennis Koons, as Director of Municipal Utilities, term will expire on December 31, 2028.

Sincerely,

Anthony R. Fanucci
Mayor, City of Vineland

RESOLUTION NO. 2025 - 158

A RESOLUTION APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-1 FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS, the International Brotherhood of Electrical Workers (IBEW), Local 210, Unit-1 is the sole and exclusive representative of certain City of Vineland employees of the Electric Utility for the purpose of negotiations concerning wages, salaries and other negotiable terms and conditions of employment; and

WHEREAS, the represented employees are those full-time employees classified in “Exhibit A” of the Agreement and pursuant to the Certification Docket No. RO-250 and RO-251 by the NJ Public Employment Relations Commission dated May 25, 1971, as follows:

All blue-collar employees employed by the City of Vineland in the Electric Utility Distribution Division, Overhead Lines and Tree Trimming and Utility Generating System, but excluding officer clerical, craft and professional employees, policemen, managerial executives, supervisors within the meaning of the Act and all other employees; and

WHEREAS, the management of the City of Vineland Department of Municipal Utilities has recommended that work practices and procedures as set forth in Appendix “B” - Distribution Division Electrician and Meter Group Apprenticeship Programs be revised to make these programs consistent in duration with other apprenticeship programs within the Electric Utility, which is four years; and

WHEREAS, the management of the City of Vineland Department of Municipal Utilities has also recommended that work practices and procedures as set forth in Appendix “C” - Modifications to the 15KV Class I & I Rules be revised to clarify when apprentices can work on single phase versus three-phase, and removing an obsolete 4KV standard, which reflects current practice; and

WHEREAS, these understandings have been memorialized in the attached Memorandum of Understanding (MOU).

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that said MOU is ratified, and the collective bargaining agreement between the parties from January 1, 2023 through December 31, 2026 shall be revised consistent with the MOU, and the execution thereof for and on behalf of the City of Vineland is hereby authorized and directed; and

BE IT FURTHER RESOLVED, that the City of Vineland may enact any ordinance, rule or regulation required to fully carry out the terms and conditions of the agreement herein approved.

Adopted: April 8, 2025

President of Council

pfs

ATTEST:

City Clerk

rgf

**Memorandum of Understanding Between
Vineland Municipal Utilities and IBEW Local 210
Revised Unit 1 Contract Appendix "B"**

Appendix "B"
Distribution Division Electrician and Meter Group Apprenticeship Programs

A. Lines of Progression

1. The normal line of progression for the Electrician Group shall be as follows:
 - a. Electric Mechanic Helper (**Electrician's Helper or Groundhand**)
 - b. Electrician Trainee (**Apprentice Electrician**)
 - c. Senior Electrician
 - d. Work Leader - Electric Mechanic
2. The normal line of progression for the Meter Group shall be as follows:
 - a. Electric Meter Worker
 - b. Electric Meter Repairer
 - c. Electric Meter Technician
 - d. Work Leader - Electrical Metering and Relay Mechanic

B. Initiation of Apprenticeship Program

The Apprenticeship Program will be initiated at the discretion of Management by Job Posting Procedure. Once an applicant is selected, the candidate will be expected to progress through the apprenticeship program to the journey person level. There will be no room for stagnation of an apprentice in the program. If an apprentice is unable to progress to the next level of the program, then the apprentice will be removed from the program and returned to their former classification.

C. Apprenticeship Training

The apprenticeship training will consist of approved training modules similar to NUS and Tampa Electric programs presently in use and will be supplemented by specific vendor training as determined by Management. The inclusion of additional training modules, or changes in the sequence of the training modules, to enhance the effectiveness of these programs shall be made by mutual agreement between Management and the Union. An Electrician Trainee shall progress to Sr. Electrician by successful completion of a **four** year program. An Electric Meter Repairer shall progress to Electric Meter Technician by successful completion of a four year program.

D. General Requirements

1. The City shall post job openings for the purpose of selecting qualified candidates and initiating the apprenticeship program.
2. Candidates selected from outside of the Distribution Division may be required to complete remedial training before being admitted into the apprenticeship program.

3. Before being promoted to a higher position, the apprentice shall acquire the skills necessary to meet the requirements of the position. This shall be accomplished by a formal training and evaluation program agreed to by the City and Union.
4. Apprentices will be trained to work in the Electrician Group or the Meter Group and will be expected to perform work as certified at each level of their training.
5. Once an apprenticeship is initiated, the employee shall be expected to complete the apprenticeship in its entirety and in a timely fashion.
6. There is no provision in the apprenticeship programs for stagnation. If an employee does not desire to continue through completion, or is unable to continue (except in the case of sickness or injury), or is removed from the program due to poor performance, the apprenticeship shall end and the employee shall revert back to their previously obtained status.
7. If an employee is removed from an apprenticeship program for reasons other than sickness or injury, the employee's re-entry into the program shall be at the sole discretion of management.

E. Specialization

1. The apprenticeship programs shall endeavor to afford employees the opportunity to acquire the necessary skills to successfully perform the duties of the new position. However, it shall be recognized by the City and the Union that additional specialized training may be required to meet operational needs and that the determination of need and content of such training shall be at the discretion of management.
2. Employees who receive such specialized training shall be expected to train other employees as required.

F. Evaluations

1. Quarterly meetings will be held between representatives of Unit No. 1 and the City to evaluate the progress of the apprentice. The apprentice shall receive a progress report detailing their progress with a recommendation for advancement to their next step or detainment in their present step.
2. An employee who is determined to be unqualified shall be removed from the apprenticeship program. The employee shall have the right to grieve such removal. Another candidate shall be selected from the prior posting if removal of a candidate is within one year of the original posting. Otherwise, the apprenticeship program shall be re-posted.
3. The apprenticeship program may be extended due to illness or injury.

G. Chart

Exhibit "A"

<u>Electrician Group:</u>	<u>1 Year</u>	<u>1 Year</u>	<u>1 Year</u>	<u>1 Year</u>	<u>Final</u>
Work Leader - Electric Mechanic					X
Senior Electrician					X
Electrician Trainee	X	X	X	X	
Electric Mechanic Helper				X	X
<u>Meter Group:</u>	<u>1 Year</u>	<u>1 Year</u>	<u>1 Year</u>	<u>1 Year</u>	<u>Final</u>
Work Leader - Electrical Metering and Relay Mechanic					X
Electric Meter Technician					X
Electric Meter Repairer	X	X	X	X	
Electric Meter Worker			X	X	X

H. Apprenticeship Program Rules

1. Apprenticeship to electrician ratio will never be more than one to one for energized work.
2. It is understood that the definition of a qualified employee shall be a work leader, senior electrician, or an apprentice in the last 6 months of their fourth year.
3. Electric Mechanic Helper (**Electrician's Helper or Groundhand**):
On the job training pertaining to equipment, materials, rigging, CPR, and safety. Groundhands are to stay on the ground always and not work on any aerial device. Groundhands are to perform no electrical work other than handling tools and materials. Start approved training course with taking tests.

4. Apprentice Electrician:

First Year: Apprentices are allowed to perform limited de-energized type work with one qualified employee, i.e. change light switches, assemble parts, readings, lights. All other de-energized functions outside of the aforementioned limited work will have 2 qualified employees. They can gain experience on aerial trucks, air compressors, trenchers, scissor lifts, and even secondary work as long as 2 qualified employees are in direct supervision.

Second Year: Apprentices can begin training with switching/grounding of substation equipment at 15 KV class voltage levels with 2 qualified employees present. Training on OTDR, traffic light timings, cabinet fiber splicing, and single employee secondary testing (i.e. Meter cabinet and Breaker Panel) only requires 1 qualified employee.

Third year: Training can begin on primary work, URD switching, and 69kv switching with two qualified employees. Apprentices can also begin training with relays, control circuit troubleshooting, and splicing outside fiber enclosures with 2 qualified employees.

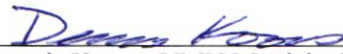
Fourth Year: In the first 6 months, they can perform ALL work under the supervision of 2 qualified employees. In the last 6 month they will be considered a qualified employee, and can be utilized as the second employee called on the overtime list.

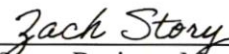
5. During the apprenticeship each Apprentice Electrician will be required to maintain a daily log detailing their training experience.
6. Any work done by an Apprentice in the Electrician Group will be at the discretion of the Crew Leader in respect to their being capable of performing a particular job.

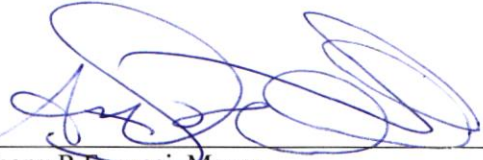
Exhibit "A"
Wage Schedule - Distribution Division

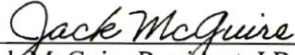
Title		2023	2024	2025	2026
Electrician Trainee (Apprentice Electrician)	1 Year:	\$41.52	\$43.08	\$44.70	\$46.38
	2 Year:	\$45.36	\$47.06	\$48.82	\$50.65
	3 Year:	\$49.18	\$51.02	\$52.93	\$54.91
	Final:	\$53.17	\$55.16	\$57.23	\$59.38

Agreed to on this day, 3 of February, 2025.


Dennis Koons, VMU Municipal Department Head


Zach Story, Business Manager, I.B.E.W., Local 210


Anthony R Fanucci, Mayor


Jack McGuire President, I.B.E.W., Local 210

**Memorandum of Understanding Between
Vineland Municipal Utilities and IBEW Local 210
Revised Unit 1 Contract Appendix "C" Section B2.**

**Appendix "C"
Modifications to the 15KV Class I & I Rules**

The following modifications to the 15KV Class Gloving Procedures have been agreed upon by the City and Union:

- I. The following jobs can be safely performed by one Journeyperson Lineworker (qualified worker) in the working position and a qualified lineworker on the ground:
 - A. Single-Phase Construction.
 1. Installing and/or removing cutouts or lightning arrestors.
 2. Replacing pin insulators or re-tying primary conductors.
 3. Connecting or disconnecting non-current carrying taps (no load), without the use of a jumper.
 4. Transfer single-phase construction.
 - B. Multi-Phase Construction.
 1. Refuse blown cutout.
 2. Open or close switches, test dead and install line grounds.
- II. All other gloving of primary shall require two Lineworkers in the working position with a third qualified lineworker on the ground. (Note: A Lineworker-Apprentice being trained in primary Gloving Procedures may be the second worker in the working position for instructional purposes only. The Apprentice may work single phase primary in their first six months of their second year, and multiphase primary starting in their second six months of their second year through their fourth year.)
- III. All work performed under the I & I Rules on a pole containing two or more energized primary circuits shall be performed by two Lineworkers in the working position with a third qualified Lineworker on the ground.
- IV. It is understood that the definition of a "qualified worker" shall be a Work Leader, Sr. Lineworker (Troubleshooter), Lineworker or an Apprentice lineworker in their last six months of their fourth year.
- V. The existing Agreement schedule and Apprenticeship Program shall be modified as follows:

	1 Year	1 Year	1 Year	1 Year	Final
A. Work Leader-Line Dept.					X
Sr.Lineworker (Troubleshooter)					X
Lineworker					X
Lineworker-Helper	X	X	X	X	
Groundhand				X	X

- B. The training in each category shall include but not be limited to the following:
 1. Groundhand: On-the-Job-Training (OJT) pertaining to equipment, materials, rigging, C.P.R. and safety. Groundhands are to stay on the ground (not to work from an aerial device.)

2. Lineworker-Helper:

First Year: Street lighting, service and secondary work. Experience on aerial trucks, digger truck, setting poles, operating wirepuller. All unenergized linework. Experience in pole climbing. Begin approved training course.

Second Year: Introduction to I & I Procedures. Qualify for switching, blocking, testing, and grounding lines at each voltage level as apprenticeship training progresses. Begin primary single phase work with one Lineworker in working position at all times and a qualified lineworker on the ground. Second six months of second year, begin three-phase primary work, with one Lineworker in working position at all times and qualified lineworker on ground. Continue approved training courses. A second year Apprentice will be an extra worker in crew and may not be used as the third worker in a three-worker crew or the second worker in a two-worker crew for I & I work.

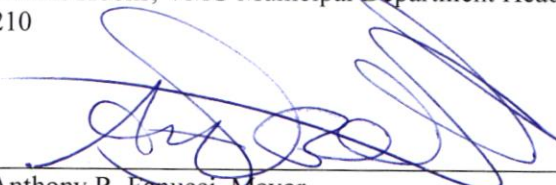
Third Year: Review I & I Procedures. Continue work on multiphase primary, working with Lineworker in working position at all times and a qualified lineworker on the ground. A third year Apprentice will be an extra worker in crew and may not be used as the third worker in a three worker crew, or the second worker in a two-worker crew for I & I work.

Fourth Year: Apprentice will do all aspects of Line work during normal work hours. Fourth year apprentice will have no other restrictions other than to perform live line work under direction of a Lineworker or Work Leader Lineworker. A fourth year apprentice shall be considered as a qualified lineworker for I & I work during the final six months of the fourth year. The apprentice will be averaged into the Lineworker Call-in List and will be utilized as a second worker to a qualified Lineworker on trouble calls or scheduled overtime.

- C. During the apprenticeship training, each Lineworker-Helper will be required to maintain a daily log covering climbing and other training experience. This log shall be initialed daily by the crew leader, and reviewed by the General Foreman at each three month evaluation.
- D. Never will the Apprentice to Lineworker ratio be more than one to one in a crew for jobs related to live line work.
- E. Any work done by an Apprentice in the Line Department will be at the discretion of the Crew Leader in respect to being capable of doing a particular job.

Agreed to on this day, 3 of February, 2025.


Dennis Koons, VMU Municipal Department Head
210


Anthony R. Fanucci, Mayor


Zach Story, Business Manager, I.B.E.W., Local


Jack McGuire President, I.B.E.W., Local 210

RESOLUTION NO. 2025- 159

RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN VINELAND CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF VINELAND AS THE REDEVELOPMENT ENTITY AND NEWCOMB SENIOR APARTMENTS URBAN RENEWAL III, LLC, ITS ASSIGNEES, FOR PROPERTY KNOWN AS BLOCK 4216, LOTS 1.3 AND 1.5 AND APPOINTING NEWCOMB SENIOR APARTMENTS URBAN RENEWAL III, LLC AS THE REDEVELOPER .

WHEREAS, on February 14, 2012, the Council of the City of Vineland (“Council”) adopted Ordinance 2012-8 which approving a Redevelopment Plan for the Newcomb Hospital Site (the “Redevelopment Plan”), which was then known as Block 4216, Lot 1, as recommended by the City of Vineland Planning Board (the “Planning Board”) pursuant to Resolution No. 5989;

WHEREAS, Council amended the Redevelopment Plan pursuant to Ordinance 2018-27, which permitted the construction of 4-story senior housing facilities on each of Block 4216 Lots 1.01 and 1.02, which are formerly part of Block 4216, Lot 1, as recommended by Resolution 6257 of the Planning Board;

WHEREAS, Council is undertaking a further amendment of the Redevelopment Plan pursuant to Ordinance No. 2025-19 to permit construction of a third 4 story senior housing facility on Block 4216, Lots 1.03 and 1.05 (the “Property”), also formerly part of Block 4216, Lot 1, as recommended by Resolution 6257 of the Planning Board;

WHEREAS, the Property is currently subject to an Agreement of Sale between Vineland Development Corporation, the current owner, and Eastern Pacific Development, LLC (the “Agreement of Sale”), an affiliate of Newcomb Senior Apartments Urban Renewal III, LLC, who has requested that it be appointed the Redeveloper of the Property;

WHEREAS, Eastern Pacific Development, LLC expects to assign its interest in the Agreement of Sale to Newcomb Senior Apartments Urban Renewal III, LLC, which will then acquire the Property from Vineland Development Corporation pursuant to the Agreement of Sale;

WHEREAS, consistent with the Redevelopment Plan, as amended, Newcomb Senior Apartments Urban Renewal III, LLC intends to construct on the Property a four-story 71,900 sq. ft. low and moderate income senior garden apartment building with approximately sixty (60) apartment units and 1,559 sq. ft. of commercial space on the first floor;

WHEREAS, the proposed redevelopment of the Property by Newcomb Senior Apartments Urban Renewal III, LLC is consistent with the Redevelopment Plan, as amended, and is otherwise in the public interest;

WHEREAS, Council finds it to be in the public interest of the City to appoint Newcomb Senior Apartments Urban Renewal III, as the Redeveloper of the Property in accordance with a Redevelopment Agreement in substantially the form attached hereto; subject to negotiation and City Council approval of a Financial Agreement, the form of which will be inserted into the Redevelopment Agreement as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED, by the Council, the governing body of the City of Vineland, that the recitals hereinabove are incorporated herein as though fully set forth herein.

BE IT FURTHER RESOLVED that, subject to negotiation and City Council approval of a Financial Agreement, the form of which will be inserted into the Redevelopment Agreement as Exhibit C, the attached Redevelopment Agreement is hereby approved and Newcomb Senior Apartments Urban Renewal III is hereby approved as the Redeveloper of the Property under the Local Redevelopment and Housing Law.

BE IT FURTHER RESOLVED, by the Council that the Council President is authorized to execute the Redevelopment Agreement in substantially the form and substance attached hereto and made a part hereof, subject to negotiation and City approval of a Financial Agreement, the form of which will be inserted into the Redevelopment Agreement as Exhibit C.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (this “**Agreement**”), dated as of [_____,] 2025 (the “**Effective Date**”), is hereby entered into by and among VINELAND CITY COUNCIL, the Governing Body of the CITY OF VINELAND (the “**City**”), a municipal corporation of the State of New Jersey, maintaining its principal offices at 640 E. Wood Street, Vineland, County of Cumberland, NJ 08362-1508, and **NEWCOMB SENIOR APARTMENTS URBAN RENEWAL III, LLC**, a New Jersey limited liability company, whose address is 925 East Landis Avenue, Suite E, Vineland, New Jersey 08360, or its Permitted Assignee or Designee (the “**Redeveloper**”). Together, the City and Redeveloper are the “**Parties**” and each is sometimes referred to as a “**Party**”.

PRELIMINARY STATEMENT

Pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* as amended and supplemented (the “**Act**”), the City has undertaken a program for the revitalization of that certain property identified as **Block 4216, Lots 1.3 and 1.5** of the tax map of the City of Vineland (the “**Project Site**”). The Project Site is currently subject to a Purchase and Sale Agreement between Vineland Development Corporation, the current owner, and Eastern Pacific Development, LLC (“**Eastern Pacific**”), an affiliate of **Newcomb Senior Apartments Urban Renewal III, LLC**. Eastern Pacific will assign its interest in the Purchase and Sale Agreement to **Newcomb Senior Apartments Urban Renewal III, LLC**, which will then acquire the Project Site. **Newcomb Senior Apartments Urban Renewal III, LLC** has requested that it be appointed the redeveloper for the Project for the purpose of constructing affordable senior apartment facilities.

The City has previously adopted the Newcomb Hospital Redevelopment Plan, as amended (as amended, the “**Redevelopment Plan**”), has designated the Project Site as in need of redevelopment under the Act and has determined that redevelopment of the Project Site with affordable senior apartment facilities in accordance with the Redevelopment Plan is likely the most beneficial use of the property.

Eastern Pacific Development, LLC, an affiliate of **Newcomb Senior Apartments Urban Renewal III, LLC**, has maintained and demonstrated by the successful completion of prior similar projects, that it has the financial ability, experience and expertise to redevelop the Project Site as affordable senior apartments within a reasonable time in accordance with the provisions of this Redevelopment Agreement and has prior hereto undertaken substantial efforts in furtherance of the goals and intention of this Agreement.

To effectuate the purposes of the Act, and, in consideration of the Project (as defined below), the mutual covenants and agreements are herein set forth, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, and the City and the Redeveloper hereby agree to work cooperatively as the Redeveloper complies with this Agreement.

WITNESSETH:

WHEREAS, the Act provides a process for redevelopment entities to participate in the redevelopment and improvement of areas designated in need of redevelopment;

WHEREAS, in order to stimulate redevelopment for the City of Vineland, and to increase low and moderate income housing opportunities in the City of Vineland, the City has designated the Redevelopment Area as an “area in need of redevelopment” in accordance with the Act;

WHEREAS, the City has determined that redevelopment of the Project Site should include affordable senior apartment facilities restricted to individuals who qualify for low and moderate income housing in accordance with the applicable guidelines to meet the current goals of the City, and, based on the successful completion of prior similar projects, that **Newcomb Senior Apartments Urban Renewal III, LLC** is able meet the goals of the City;

WHEREAS, contemporaneously with the approval of this Agreement, the City has adopted a Resolution designating **Newcomb Senior Apartments Urban Renewal III, LLC** the redeveloper for the Project under the Act, conditioned, in part, upon the City approving and entering into this Redevelopment Agreement;

WHEREAS, the City desires that the Project Site be redeveloped by **Newcomb Senior Apartments Urban Renewal III, LLC**, or its Permitted Assignee or Designee, in accordance with the Redevelopment Plan, as amended, from time to time, pursuant to law, due to Newcomb Senior Apartments Urban Renewal III, LLC's demonstrated ability to implement the kind of redevelopment project that the City desires, subject to necessary approvals, as well as **Newcomb Senior Apartments Urban Renewal III, LLC's** willingness to cooperate with the City pursuant to law;

WHEREAS, prior to the execution of this Agreement, **Newcomb Senior Apartments Urban Renewal III, LLC** has undertaken to perform numerous tasks to determine the feasibility of the proposed Project, the availability of necessary resources and infrastructure, such that it has invested considerable time, and effort to assure that the Project proposed by this Agreement will be successful. Eastern Pacific has also entered into an Agreement to purchase the Project Site from its current owner, the Vineland Development Corporation. **Newcomb Senior Apartments Urban Renewal III, LLC** has relied on its own experience and expertise in determining the feasibility of the Project and entering into this Redevelopment Agreement;

WHEREAS, **Newcomb Senior Apartments Urban Renewal III, LLC** has made application to the Planning Board of the City of Vineland (the “**Planning Board**”) for a minor subdivision approval to consolidate Block 4216 Lots 1.3 and Lot 1.5 and to convey a portion of Block 4216, Lot 1.3 consisting of the driveway servicing the Vineland EMS Station, which encroaches on Block 4216, Lot 1.3, together with a ten (10) foot buffer on the north side of the encroaching driveway. **Newcomb Senior Apartments Urban Renewal III, LLC** has also made application to the Planning Board for site plan approval to construct a four-story 71,900 sq. ft. low and moderate income senior garden apartment building with sixty (60) apartment units with a 1,559 sq. ft. of commercial space on the first floor (the “**Project**”). Nothing herein shall prohibit **Newcomb Senior Apartments Urban Renewal III, LLC** from amending, in accordance with applicable law and procedure, its current applications to the Planning Board provided such amendments are consistent with the Redevelopment Plan; and

WHEREAS, Redeveloper shall acquire the Project Site, develop, own and operate the Project.

AGREEMENT

NOW THEREFORE, for and in consideration of the promises and mutual representations, covenants and agreements herein set forth, the Parties hereto, binding themselves, as well as their successors and assigns, do hereby mutually promise, covenant and agree effectuate the redevelopment of the Project Site as follows:

1. **The Project Site.** Eastern Pacific intends to assign its interest in certain Purchase and Sales Agreement dated March 3, 2025 between Eastern Pacific and Vineland Development Corporation (the "**Purchase Agreement**") to Redeveloper. Redeveloper expects to acquire the Project Site from Vineland Development Corporation pursuant to the Purchase Agreement.

2. **Representations of the Parties.**

(a) **Representations and Warranties by Redeveloper.** Redeveloper hereby represents and warrants the following to the City:

(i) Redeveloper is a limited liability company formed under and is in good standing pursuant to the laws of the State of New Jersey, having all requisite power and authority to carry on its business, and to enter into and perform all of its obligations under this Agreement.

(ii) Redeveloper has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby.

(iii) Redeveloper has duly executed this Agreement, and it is valid, and legally binding upon Redeveloper, enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which Redeveloper is a party.

(iv) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to Redeveloper shall have been filed as of the Effective Date.

(v) No adjudication of bankruptcy or liquidation of Redeveloper, nor filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute applicable to Redeveloper shall have been filed as of the Effective Date.

(vi) No indictment has been returned against Redeveloper nor against any official of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Agreement.

(vii) Redeveloper's execution and delivery of this Agreement, and its performance hereunder, will not constitute a violation of any operating, company, corporate, partnership and/or stockholder agreement of Redeveloper, or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

(iix) All information and statements included in any information submitted to the City and its agents in connection with this Agreement, including but not limited to Redeveloper's ownership structure, are true and correct in all material respects as of the Effective Date.

(ix) Redeveloper and its principals and guarantors are financially and technically capable of acquiring the Project Site and of redeveloping, designing, financing and constructing the Project in accordance with the Redevelopment Plan, as amended from time to time, all Legal Requirements and Governmental Approvals.

(x) To Redeveloper's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (1) questions the authority of Redeveloper to enter into this Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Agreement; or (2) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform its obligations pursuant to the terms of this Agreement.

(b) Representations and Warranties by the City. The City hereby represents and warrants the following to Redeveloper:

(i) The City, as the redevelopment entity, has the legal power, right and authority to enter into this Agreement, and the instruments and documents referenced herein to which the City shall be a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(ii) The City has duly executed this Agreement, and it is valid, and legally binding upon the City, enforceable in accordance with its terms.

(iii) The execution and delivery thereof shall not constitute a default under or violate any Legal Requirements or the terms of any indenture, agreement or other instrument to which the City is a party.

(iv) There is no pending, or to the best of the City's knowledge, threatened litigation, that questions the authority of the City to enter into this Agreement or would prevent the City from performing its duties and obligations hereunder.

(c) Mutual Agreement. The City and Redeveloper agree that the Project will be governed by the adopted Redevelopment Plan, as amended from time to time by ordinance, as well as any provisions of City land use ordinances, the Act, and this Agreement, and that Redeveloper

will expeditiously seek all Governmental Approvals so that Redeveloper can complete this Project, with guidance from the City, in a timely fashion.

3. **Design, Construction, and Approval of the Project.**

(a) **Concept Plan** The Redeveloper has submitted to the Master Plan for the Project that sets forth in general terms the improvements that will constitute the Project (the “**Concept Plan**”), including, but not limited to, (i) the approximate location on the Project Site, (ii) the size and number of the units to be located within the Project, (iii) the location and nature of the parking facilities serving the Project and (iv) any other material aspects of the Project. The City has reviewed and approved the Concept Plan. If the Redeveloper makes any material changes to the Concept Plan, it shall submit such changes to the City and the City will notify the Redeveloper within fourteen (14) days after delivery of notice of a revised Concept Plan whether it is approved or whether additional revisions are required. Any minor deviations from the Concept Plan (which shall not include any departure from the Concept Plan with respect to the square footage of the Project, the number of the units, or the anticipated uses) shall be acceptable if such deviations do not conflict with the provisions of the Redevelopment Plan, provided the Redeveloper will provide written notice of all such deviations.

(b) **Governmental Approvals.**

(i) The Redeveloper will cause to be prepared and submitted such applications (collectively, the “**Governmental Applications**”) as may be necessary and appropriate for the purpose of obtaining any and all Governmental Approvals for the undertaking of the Project, including, without limitation, final site plan approvals; building permits for the Project; environmental approvals and any and all other necessary permits, licenses, consents and approvals. All of the Governmental Applications shall be in conformity with the Redevelopment Plan and this Agreement and any and all federal, state, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto. Nothing contained herein shall be construed to limit the Redeveloper’s rights under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., including the right to apply for any bulk variances or design waivers deemed necessary or appropriate, provided, however, that the Redeveloper acknowledges that its rights are constrained by the Redevelopment Plan.

(ii) If the Redeveloper has not obtained the Governmental Approvals other than the building permits for all phases of the Project, in final, unappealable form, by [_____, 2025] (the “**Approval Period**”), either party may terminate this Agreement at any time thereafter by written notice to the other party. Notwithstanding the foregoing, the City will not unreasonably withhold its consent to requests from the Redeveloper to extend the Approval Period so long as the Redeveloper is diligently pursuing and making progress towards its obligations under this Agreement with respect to the development of the Project.

(c) **Plans for Construction of Project.** The Redeveloper will submit to the City the plans and specifications for the improvements that will constitute the Project as depicted on the approved Concept Plan (the “**Plans and Specifications**”) at the time of submission of same with an application for building permits to the appropriate City of Vineland construction code office with jurisdiction over the Project. The Plans and Specifications must be consistent with the Redevelopment Plan. The City will have the right to comment on the Plans and Specifications

within the time period as such Plans and Specifications are being reviewed by such construction code office, provided such comments are submitted within a time period that does not delay the construction code office's review thereof. The City's approval of the Plans and Specifications shall not be a representation or warranty of the City that such drawings are adequate for any use or comply with any law, but shall merely be the consent of the City thereto.

(d) **Construction of Project.** Upon the Redeveloper's obtaining (i) title to the Project Site and (ii) the Governmental Approvals for such phase of the Project, the Redeveloper will, at its sole cost and expense, commence and diligently pursue to completion, the construction of such phase of the Project in accordance with the approved Plans and Specifications, the Governmental Approvals and the Redevelopment Plan. The Redeveloper shall be responsible for the letting of contracts for the undertaking of each phase of the Project, including contracts for the construction and supervision of construction, obtaining acceptance of the completed Project or any phase thereof, obtaining a certificate or certificates of occupancy for each phase of the Project, and all other matters incidental to performance of the duties and powers expressly granted herein in connection with the acquisition and undertaking of each phase of the Project.

(e) **Construction Schedule and Extension of Deadlines.** The Project shall be completed in accordance with the following schedule (the "**Project Schedule**"), subject to Force Majeure (as defined below) events:

(i) Acquisition of the Project Site within 24 months after the allocation or reservation of low income housing tax credits for the Project;

(ii) Obtaining all necessary permits for the construction of all improvements necessary to complete the Project within 24 months after the allocation or reservation of low income housing tax credits for the Project;

(iii) Construction of the Project shall be substantially completed on or before 24 months after the Redeveloper's acquisition of the Project Site (the "**Completion Date**"). For purposes of this Agreement "**substantial completion**," "**substantially completed**," and all derivatives thereof shall mean the issuance of a Certificate of Occupancy for the Project.

The City will not unreasonably withhold, condition, or delay its consent to requests by the Redeveloper to extend the deadlines set forth above in the Project Schedule so long as the Redeveloper is diligently pursuing the development of the Project.

Subject to Section 4(b)(iv), if the Redeveloper fails to meet the deadlines in the Project Schedule and is notified of same in writing by the City, or if the Redeveloper conclusively determines that it will fail to meet any such deadline, the Redeveloper shall promptly provide written notice to the City stating: (i) the reason for the failure to complete the applicable task, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's schedule for completing such task, and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant deadlines therefor.

(f) **Progress Reports.** The Redeveloper shall make, in such detail and at such times as may be reasonably requested by the City, but not more often than quarterly, a report in writing

concerning the actual progress of the Project with respect to the Governmental Applications, the Governmental Approvals, and the construction of the Project Improvements.

(g) **Compliance with Federal, State, County and Local Regulations.** The Redeveloper shall design, implement, complete and operate the Project in compliance with this Agreement and all other applicable governmental laws, ordinances, Governmental Approvals, rules, regulations and requirements applicable thereto.

(h) **Insurance.** Until the City issues a Certificate of Completion for the Project, the Redeveloper shall maintain or cause to be maintained at its own cost and expense, with responsible insurers licensed to do business in the State of New Jersey, the following kinds and the following amounts of insurance with respect to each phase of the Project under construction at the time and the corresponding portion of the Project Site that may be owned or controlled by the Redeveloper, with such variations as shall reasonably be required to conform to customary insurance practice:

(i) Builder's Risk Insurance that will protect the insured parties against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of such phase of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction.

(ii) The Redeveloper shall maintain Comprehensive General Liability Insurance as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall not be less than \$1,000,000.

(iii) Worker's compensation insurance to the full extent required by New Jersey state law for all of the Redeveloper's employees.

(iv) The Redeveloper shall provide proof of the required Comprehensive General Liability Insurance prior to the Effective Date of this Agreement. The Redeveloper shall provide proof of all other required insurance coverages to the City within thirty (30) days prior to its initiation of construction of the Project. Thereafter, upon each anniversary date of this Agreement, until the City issues to the Redeveloper a Certificate of Completion for the Project, the Redeveloper shall submit proofs of insurance, including Comprehensive General Liability Insurance, for the succeeding year. Except for workers compensation insurance, all policies of insurance required to be maintained by the Redeveloper shall name as the insured parties the Redeveloper and the City, as their respective interests may appear, and shall be reasonably satisfactory to the City. The Redeveloper shall not allow the policies to be terminated or canceled unless the City is given thirty (30) days advance written notice.

(i) **Certificate of Completion.** If requested by the Redeveloper and provided there is not an uncured Event of Default (as defined below) by the Redeveloper at the time of such request, the City agrees, after substantial completion of the Project, to issue a Certificate of Completion (the "**Certificate of Completion**"), in substantially the form attached hereto as **Exhibit B**, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this

Agreement and has completed the Project in accordance with the requirements of this Agreement. The Certificate of Completion shall constitute a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct such phase of the Project within the dates for the commencement and completion of same. Upon issuance of a Certificate of Completion, the conditions determined to exist at the time the portion of the Project Site for such phase of the Project was determined to be in need of redevelopment shall be deemed to no longer exist, and the Redeveloper shall be released from the prohibition against assignment and transfer set forth in Section 8 below. If the City shall fail or refuse to provide the Certificate of Completion for the Project within thirty (30) days after written request by the Redeveloper, the City shall provide to the Redeveloper a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete such phase of the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in order for the Redeveloper to be entitled to a Certificate of Completion for such phase of the Project. Thereafter, the City shall provide the Certificate of Completion within thirty (30) days of the Redeveloper's compliance with the items set forth in the written statement.

(j) **Tax Exemption Agreement.** The Redeveloper will take such actions necessary to form affiliates of the Redeveloper as an urban renewal entity in accordance with the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. (the "**Tax Exemption Law**"), which affiliates will acquire the Project Site. Prior to the Redeveloper's acquisition of the Project Site, the City and the Redeveloper's affiliate will negotiate a Financial Agreement subject to approval by City Council for such properties in accordance with the Tax Exemption Law in substantially the form attached hereto as **Exhibit C** (the "**Financial Agreement**").

4. Covenants and Restrictions.

(a) **Declaration of Covenants and Restrictions.** At any time prior to the Redeveloper's acquisition of the Project Site, the City may direct the Redeveloper in writing to record a Declaration of Redeveloper's Covenants and Restrictions imposing upon the Project Site the agreements, covenants and restrictions set forth in Sections 3(e), 3(i), 4(b), 4(c), 4(d), 8, 9 and 10 of this Agreement, to be observed by the Redeveloper, its successors and assigns. (the "**Declaration**"). Such recordation shall be at Redeveloper's sole expense. If so directed, the Redeveloper shall be in default under the terms of this Agreement in the event it fails to record the Declaration within thirty (30) days after the Redeveloper's acquisition of the Project Site.

(b) **Description of Covenants.** The covenants to be imposed upon the Redeveloper, its successors and assigns, and recorded in the Declaration, shall, in addition to any other covenant or restriction contained in this Agreement, set forth that the Redeveloper and its successors and assigns shall:

(i) Devote the Project Site to the uses specified in the Redevelopment Plan, as it may be amended, and shall not devote the Project Site to any other uses;

(ii) Not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender or marital status in the sale, lease, rental, use or

occupancy of the Project Site or any buildings or structures erected or to be erected thereon, or any part thereof; and

(iii) In the sale, lease or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site and/or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.

(iv) Redeveloper shall develop the Project in accordance with the provisions of this Agreement and Legal Requirements, including, but not limited to, the Act, all Governmental Approvals and all Environmental Laws, and shall expeditiously seek all Governmental Approvals for the Project. Redeveloper's execution of this Redevelopment Agreement confirms Redeveloper's ability to perform hereunder.

(v) Redeveloper shall undertake with due diligence to pursue and obtain the necessary financing for the Project to redevelop the Project Site; and also to perform each item hereunder in a commercially reasonable period, however in no event shall the development period exceed the time requirements set forth in this Agreement or any amendments hereto, unless the City expressly consents in writing to the extension thereof.

(vi) Redeveloper shall use diligent efforts to obtain and shall pursue in good faith all Governmental Approvals required for the construction and redevelopment of the Project Site, including all Environmental Laws. Redeveloper shall keep the City apprised of the status of same.

(vii) Redeveloper shall not suspend or discontinue the construction of the Project for more than thirty (30) consecutive days without the written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned.

(viii) Redeveloper shall notify the City of any material change in its financial condition that would preclude it from developing the Project in accordance with the provisions of this Agreement.

(ix) Redeveloper shall make all payments, in satisfaction of Redeveloper's financial obligations as set forth in this Redevelopment Agreement.

(x) Redeveloper shall not use the Project Site in a manner that is inconsistent with: (1) the Redevelopment Plan, as amended, (2) any Governmental Approvals, or (3) this Agreement.

(xi) Redeveloper shall complete the Project, or cause the Project to be completed, at its expense, using any private or governmental resources, grants provided, obtained and/or applied for by City in accordance with this Agreement and State and Federal assistance that may be available. The City shall in no way be obligated to provide Project resources, unless specifically provided for herein, or unless specifically set forth in another written instrument executed by the Parties.

(xii) Redeveloper shall use commercially reasonable efforts to commence and complete construction of the Project in accordance with the Project Schedule, subject to any permitted extensions provided for in this Redevelopment Agreement.

(xiii) Redeveloper shall not convey or transfer, nor permit the conveyance or transfer of the Project Site or the Project, or any portions thereof other than as set forth in Article 8 of this Agreement.

(xiv) Redeveloper shall construct or cause to be constructed, only those improvements established in the Redevelopment Plan and Concept Plan, or as otherwise approved by City and/or the appropriate land use authorities, as amended from time to time, and in accordance with all Governmental Approvals.

(xv) All activities performed under this Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by developers of developments of the same type and nature of the Project.

(c) **Effect and Term of Covenants.** It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in each Declaration shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Site, the Project or any part thereof. The agreements and covenants set forth in Sections 4(b)(i), (x) and (xiv) of this Agreement shall remain in effect until the expiration of the Redevelopment Plan (at which time such agreements and covenants shall cease and terminate), the agreements and the covenants provided in Sections 4(b)(ii) and (iii) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site and/or the Project, and the agreements and covenants set forth in Section 4(b)(~~iii~~) (b)(iv) through Section 4(b)(ix), Section 4(b)(xi) through 4(b)(xiii) and Section 4(b)(xv) of this Agreement shall remain in effect until the issuance of a Certificate of Completion hereunder (at which time such agreements and covenants shall cease and terminate).

(d) **Enforcement by the City.** In amplification, and not in restriction of the provisions of this Article, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Declaration shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City is an owner of any land or interest therein. The City

shall have the right, in the event of any material breach of any such agreement or covenant by Redeveloper, to exercise all the rights and remedies set forth herein.

(5) City Protections.

(a) **Release.** The Redeveloper and its successors and assignees (collectively, "**Indemnitors**") and each an "**Indemnitor**") waive, release, and discharge the City and its officers, directors, agents, employees, assigns, and successors (collectively, "**Indemnitees**" and each an "**Indemnitee**") from and against any and all actions, obligations, liabilities, and claims relating to and arising out of this Agreement, the Project Site, and the Project. The provisions of this paragraph will survive the closing and/or the cancellation, expiration, or termination of this Agreement for any reason whatsoever.

(b) **Indemnification.** Indemnitors shall indemnify, defend, hold harmless, without limitation, Indemnitees from and against any and all causes of action, claims, costs, direct and/or consequential damages, liabilities, obligations, foreseen or unforeseen which Indemnitees may incur, be exposed to, become responsible for, and/or pay out as a result of Indemnitors' activities or omissions in any way relating to or arising out of this Agreement, the Project Site, and the Project (collectively, the "**Indemnified Claims**"). Indemnitors shall pay without limitation any and all expenses and/or costs, including but not limited to attorneys' fees, costs associated in any manner with the Indemnified Claims. Any Indemnitee shall notify Indemnitors of the existence of any Indemnified Claims as soon as such Indemnitee is aware of same. Indemnitors shall assume the investigation, defense, and expense of all Indemnified Claims with investigators and attorneys acceptable to the Indemnitee. The provisions of this paragraph will survive closing and/or the cancellation, expiration or termination of this Agreement for any reason whatsoever.

6. **Inspection.** The Redeveloper shall permit authorized representatives of the City to inspect and audit all data and records of the Redeveloper relating to its performance under this Agreement.

7. **No Responsibility of City for Redevelopment.**

(a) **No Work to be Performed by the City.** The City shall be under no obligation to make any repairs or improvements to the Project Site.

(b) **Waiver of Claims and Joining in Petition by the Redeveloper.** The Redeveloper hereby waives (as the contract purchaser of the Project Site pursuant to the Purchase Agreement) any and all claims against the City to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on or adjacent to, the Project Site in connection with the construction of the Project.

8. **Assignment and Transfer of the Project Site.**

(a) **Prohibition Against Speculative Development.** Because of the importance of the Project to the general welfare of the community and the public aids that have been made available by law for the purpose of making such development possible, the Redeveloper represents and agrees that its acquisition of the Project Site and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of undertaking the Project as provided herein and not for speculation.

(b) **Prohibition Against Transfers and Assignment.** Except as expressly set forth in Section 8(c) below, prior to the substantial completion of the Project, the Redeveloper shall not, without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned, (i) make or create or suffer to be made or created any sale, conveyance, lease or transfer in any other mode or form of the Project Site and the Project or any part thereof or any interest therein or (ii) assign any of its interest in, or rights and obligations under, this Agreement.

(c) **Permitted Transactions.** Notwithstanding Section 8(b), the City hereby consents to the following transactions without the further need for Redeveloper to obtain written consent: (a) mortgages and other liens and encumbrances for the purposes of financing the costs associated or incurred in connection with the acquisition, financing, development and construction of the Project; (b) utility and other development easements; (c) conveyance of the Project Site or any part thereof to a limited liability company of which the Redeveloper is a member in the event that such a conveyance is required in connection with the financing of the Project or permitted pursuant to the Financial Agreement; (d) any contract, agreement or assignment with respect to any of the foregoing transactions (including, but not limited to, any assignment of the redeveloper designation that may be required in connection with such a conveyance); or (e) an assignment of Redeveloper's interest in this Agreement to a limited liability company in which Redeveloper or its affiliate is or controls the managing member or a limited partnership in which Redeveloper or its affiliate is or controls the general partner. Redeveloper shall provide written notice to the City of any and all of the foregoing transactions within thirty (30) days of the transaction.

(d) **Restraints Against Transfer.** The Declaration shall contain a restriction against transfers as set forth in this Section 8 and shall provide that in the event of any attempted transfer in violation of the restriction in this Section 8, the City shall be entitled to the issuance of an injunction restraining such transfer, and legal fees and related expenses of the City in connection with any such legal action. Upon the recording of the Declaration in the Office of the Cumberland County Clerk, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens.

(e) **Conditions of Transfer.** Except as otherwise provided in this Agreement, and except with respect to transactions permitted under Section 8(c), the City shall be entitled to require, as conditions to any such approval of any transfer provided for in Section 8(b) that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper; and

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in recordable form, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Redeveloper under this Agreement being transferred and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject with respect thereto; and

(iii) All instruments and other legal documents involved in effecting any transfer shall be submitted to the City for review and, if approved by the City, approval shall be indicated to the Redeveloper in writing; and

(iv) No transfer approved by the City shall release the Redeveloper from any obligations under this Agreement; and

(v) The Redeveloper and its transferees shall comply with any other reasonable conditions that the City may find necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

9. Mortgage Financing - Rights of Mortgagee.

(a) **Notice to City.** Neither the Redeveloper nor any successor in interest to the Project Site, the Project or any part thereof shall engage in any financing or any other transaction creating any mortgage upon the Project Site and/or the Project, whether, by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Project Site and/or the Project, except for mortgage liens incurred in the ordinary course in connection with the acquisition, development and financing of the Project and for the purpose of obtaining funds in connection with the Project. The Redeveloper or its successor in interest shall notify the City in advance of any financing, secured by any mortgage, which it proposes to enter into with respect to the Project Site, the Project or any part thereof and, in any event, the Redeveloper shall promptly notify the City, of any encumbrance or lien that has been created on or attached to the Project Site and/or the Project, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

(b) **Mortgagee Not Obligated to Construct.** Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof (but not including (1) any other party who thereafter obtains title to the Project Site of such part from or through such holder or, (2) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion, nor shall any covenant or any other provision in the deed transferring the Project Site be construed to so obligate such holder; provided, however, that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct an improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

(c) **Copy of Notice of Default to Mortgagee.** Whenever the City shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any permitted mortgage at the last known address of such holder shown in the records of the City.

(d) **Mortgagee's Option to Cure Defaults.** After any breach or default of this Agreement by the Redeveloper, the holder of any permitted mortgage shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Project Site covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided (i) any such cure is within the time permitted under this Agreement and (ii) that if the breach or

default is with respect to construction of the Project, nothing contained herein or in any other provision of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the obligation, by written agreement satisfactory to the City, to complete, in the manner provided for in this Agreement, the Project or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Project relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the City, to the Certificate of Completion.

(e) **Definitions.** For the purposes of this Agreement, the term “**mortgage**” shall include a deed of trust or other instrument creating an encumbrance or lien upon the Project Site, or any part thereof, as security for a loan and the term “**holder**” in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

10. Default Prior to the Redeveloper’s Acquisition of the Project Site.

(a) **Initial Remedy.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor to such party prior to the Redeveloper’s acquisition of the Project Site, such party (or successor) shall, within thirty (30) days of receiving written notice from the other, proceed to commence to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

(b) **Remedy in the Event of Termination of Agreement.** In the event that, prior to the Redeveloper’s acquisition of the Project Site or any portion thereof, the Redeveloper (or any successor in interest) fails to acquire the Project Site in accordance with Section 3(e) above, or assigns or attempts to assign this Agreement or any rights in the Project or the Project Site, contrary to the provisions of this Agreement, or if any default or failure referred to in Section 11(a)(iii) shall not be cured within thirty (30) days after the date of written demand by the City, then the City may terminate the Redeveloper’s designation as the Redeveloper of the Project and shall have the right to withdraw, to the extent possible, from financial agreements and any other agreements heretofore undertaken in connection with the Project. Upon such termination, there shall be no further rights or obligations of the parties, except as expressly set forth in this Section 10. The Redeveloper shall pay over to the City all of the costs and/or damages (including reasonable counsel fees) incurred by the City on account of the default of such party. The City shall have the right to apply to the aforementioned costs or damages incurred by the City as aforesaid, any funds of the Redeveloper in the hands of the City at the time of such default and termination or returned to the City as the result of the City’s termination or withdrawal from any financial agreement or any other agreement.

11. Default After the Redeveloper’s Acquisition of the Project Site.

(a) **Events of Default.** Subsequent to the Redeveloper's acquisition of the Project Site and prior to the City's issuance of a Certificate of Completion for the Project, the occurrence of any of the following events shall constitute an event of default under this Agreement (each, an "**Events of Default**" and collectively, "**Events of Default**"):

(i) The Redeveloper or its successor in interest fails to complete construction of the Project in a material respect (including failure to meet the dates for the completion thereof), or abandons or substantially suspends construction work (unless such suspension arises out of a delay for Force Majeure), and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within six (6) months after written demand by the City to do so or such longer period as may be agreed upon by the City in writing if incapable of cure within such six (6) month period, provided that the Redeveloper has commenced and is diligently prosecuting such cure; or

(ii) The Redeveloper or its successor in interest fails to pay any real estate taxes, payments in lieu of taxes, or assessments on the Project Site, the Project or any part thereof when due, if any, or places thereon any encumbrance or lien not permitted by this Agreement, or causes same to suffer or incur any levy or attachment, or any unauthorized construction lien, or any other unauthorized encumbrance or lien, and such real estate taxes or assessments remain unpaid, or the encumbrance or lien has not been removed or discharged, or provision satisfactory to the City has not been made for such payment, removal, or discharge, within sixty (60) days after written demand by the City to do so;

(iii) There is, in violation of this Agreement, any transfer of the Redeveloper's interest in the Project or the Project Site, other than a transaction permitted under Section 8(c) hereof, and such violation is not cured within thirty (30) days after written demand served upon the Redeveloper by the City, unless extended in writing;

(iv) The Redeveloper fails to perform any of its obligations under this Agreement; or

(v) The Redeveloper is in default under the Financial Agreement, and such default is not cured within thirty (30) days after written demand served upon the Redeveloper by the City, unless the default cannot be reasonably cured within thirty (30) days, in which case the Redeveloper shall have a reasonable period of time to cure the default.

(b) **Remedies.** Upon the occurrence of any Event of Default, subject to the provisions of Section 10 hereof and only in the event that any holder of a permitted mortgage has declined to undertake completion of the Project pursuant to the remedies set forth in this Agreement, the City shall have the right in its sole and absolute discretion, upon sixty (60) days' notice to the Redeveloper and any permitted mortgagee of the Redeveloper, to terminate this Agreement and designate a replacement redeveloper with respect to the Project Site and the rights and obligations set forth in this Agreement. This provision shall be set forth in the Declaration. Such replacement shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any permitted mortgage for the protection of the holders or any entity providing financing for the Project.

(c) **Replacement of the Redeveloper.** Upon termination of the Redeveloper's rights under this Agreement pursuant to Section 11(b), at the City's sole discretion, the City shall, pursuant to its responsibilities under New Jersey law, use its best efforts to designate a replacement redeveloper for the Project (subject to such permitted mortgages as may exist against the Project). The replacement redeveloper shall be designated as soon and in such manner as the City shall find feasible and consistent with the objectives of New Jersey law and the Redevelopment Plan. The replacement redeveloper shall be a qualified and responsible party or parties as determined by the City, who will assume the Redeveloper's obligation of completing the Project in its stead as shall be satisfactory to the City and in accordance with the uses specified in this Agreement and the Redevelopment Plan. Proceeds resulting from the designation of the replacement redeveloper, if any, shall be applied:

(i) First, to all reasonable costs and expenses incurred by the City, including but not limited to legal fees and related expenses incurred by the City in connection with the Project; all taxes, assessments, and water and sewer charges, if any, with respect to the Project or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Project at the time of the City reacquisition of the Project or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred by the City with respect to the completion of the Project or any part thereof on the uncompleted portion or any part thereof; and any amounts otherwise owed to the City by the Redeveloper and its successors or transferees in accordance with the terms of this Agreement; and

(ii) Second, to reimburse the Redeveloper, its successor or transferee, up to the amount equal to the Redeveloper's actual costs associated with the Project, including Project Site acquisition, engineering, planning, site improvements, marketing and other project development costs paid for by the Redeveloper to the extent such costs have not already been or will be paid from the proceeds of the financing; and

(iii) Third, any balance remaining after such reimbursements shall be retained by the City as its property.

For the purposes of this Section, the term "proceeds" shall not include any proceeds from (i) the construction financing obtained by the Redeveloper or its successor or transferee, or (ii) the builder's risk insurance policies or any insurance policies required by a permitted mortgage.

12. Compliance with Laws. The Redeveloper, for itself and its successors and permitted assigns, agrees that during the construction of the Project, it shall comply with all State, County and local laws, ordinances and regulations which in any manner affect the conduct of the work under the contract.

13. Cooperation between Parties. The City and the Redeveloper agree to cooperate with each other to exchange information and data with regard to the Project Site and the development of the Project. The Redeveloper will diligently pursue to completion its obligations under this Agreement with respect to the Project.

14. Conflict of Interests. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which such individual is, directly or indirectly, interested. No member, official, employee, commissioner, agent, servant, employee or affiliated entity of the City shall be liable, personally or otherwise, to the Redeveloper, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor in interest on any obligations of any kind whatsoever whether under the terms of this Agreement or otherwise arising therefrom.

15. Equal Employment Opportunity. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and the Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

16. Notices. All notices required to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party, sent by nationally recognized overnight courier or by certified or registered mail, return receipt requested to such party at its address set forth below. Such notice shall be deemed to be given when received if delivered personally or by overnight courier or two (2) days after the date mailed if sent by certified or registered mail, return receipt requested. Any notice of any change of a party's address shall also be given in the manner set forth above. All notices shall be sent as follows:

If to the City: City of Vineland
Department of Economic Development
640 E. Wood Street
Vineland, NJ 08360
Attn: Sandra Forosisky, Director

with a copy to: City of Vineland – Department of Law
640 E. Wood Street
Vineland, NJ 08360
Attn: Alan Giebner, Esq., Associate Solicitor

If to the Redeveloper: Newcomb Senior Apartments Urban Renewal III, LLC

925 East Landis Avenue, Suite E
Vineland, New Jersey 08360
Attn: Hans Lampart

with a copy to:

Ballard Spahr LLP
700 East Gate Drive, Suite 330
Mount Laurel, New Jersey 08054
Attn: Jeffrey S. Beenstock, Esquire

16. Use of Local Vendors. The Redeveloper and its contractors and subcontractors shall make a good faith effort to use, hire, contract with and/or accept bids from qualified City of Vineland vendors and businesses and if such are not available, then vendors and businesses within Cumberland County. The Redeveloper shall use good faith efforts to purchase from, hire, contract with and/or accept bids from City of Vineland businesses when purchasing materials for all aspects and phases of the Project and when such is not available, then businesses and vendors within Cumberland County.

17. Amendments. This Agreement may be amended only by a written agreement executed by the City and the Redeveloper.

18. Titles of Sections. The titles of the several Sections of this Agreement, as set forth in the headings of the Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

19. 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.

20. Severability. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses, or provisions of this Agreement.

21. Counterparts; Electronic Execution and Delivery. This Agreement may be executed in two counterparts, both of which shall be deemed originals and, when taken together, shall constitute one and the same instrument. The execution and delivery of this Agreement may be conducted by electronic means in accordance with the Uniform Electronic Transactions Act, N.J.S.A. 12A:12-1 *et seq.*

22. Force Majeure Events. Performance or lack of performance by either Party hereunder, shall not be deemed to be a default where delays or failure to perform are the result of the following Force Majeure acts, events or conditions, or any combination thereof, that has had or may be reasonably expected to have a direct, material, and adverse effect on the Parties' rights or obligations under this Agreement; provided, however, that such act, event or condition shall not

be due to the fault or negligence of the Party claiming Force Majeure and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party ("**Force Majeure**"):

(a) An act of God, lightning, blizzard, hurricane, tornado, earthquake, acts of a public enemy, pandemic, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, but not including reasonably anticipated weather conditions at the geographic area of the Project;

(b) A landslide, fire, explosion, flood or release of nuclear radiation not created by an act or omission of the Party claiming Force Majeure;

(c) Lengthy strikes by equipment manufacturers, suppliers of material and/or transporters of same where the unavailable materials are essential to the Project;

(d) The inability of Redeveloper, through no fault of its own, to obtain a Governmental Approval for which it has timely and fully applied.

The Parties acknowledge that the acts, events and conditions set forth in paragraphs (a) through (d) above are intended to be the only acts, events or conditions that may (upon satisfaction of the conditions specified above) constitute Force Majeure. Notice by the Party claiming Force Majeure shall be sent to the other Party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure that affects part of the Project, Redeveloper shall continue to perform, or cause to be performed, its obligations for the balance of the Project. Neither the general status of the economy nor Redeveloper's inability or unwillingness to fund the Project shall be Force Majeure events. Insufficient funds for Redeveloper to complete the Project is not a Force Majeure event.

23. Prohibition Against Suspension, Discontinuance or Termination. The Project Schedule shall control the progress and completion of the Project. Redeveloper will diligently adhere to the deadlines set forth in the Project Schedule subject only to relief resulting from (a) the occurrence of an event of Force Majeure; (b) inability of Redeveloper, through no fault of its own, to obtain a Governmental Approval which it has timely applied for; and (c) a mutually agreed upon revision to the Project Schedule (each of the foregoing, a "**Tolling Event**"). Redeveloper shall not suspend or discontinue its performance of its obligations under this Agreement or terminate this Agreement (other than in the manner provided for herein) for any reason other than a Tolling Event, but only to the extent and for the period of time that such performance is limited or prevented as a direct result of such occurrence.

24. Existence of Utilities. The Parties acknowledge that local public utility providers may have certain rights with respect to the Property and may own certain facilities located therein. Redeveloper agrees that it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and improvements and easements therefore, in order to complete the Project as provided by this Agreement. Redeveloper shall consult local public utility providers with respect to all Property and construction.

25. Sewer Connection Fees. New Jersey law permits a municipality that provides sewer service within the municipality to charge a connection fee or tapping fee in respect of each

connection of any property with the sewerage system. Sewer service charge shall be calculated pursuant to the Legal Requirements governing the Landis Sewerage Authority.

26. **Dedicated Improvements and Public Improvements.** If applicable, Redeveloper shall provide a maintenance bond in a form acceptable to the City guaranteeing that any Dedicated Improvements when completed will remain in compliance with the Land Use Plan for a period of two (2) years following the date of release of the performance bond. All contractor warranties for the Dedicated Improvements shall be assigned to the City or enforced by Redeveloper on behalf of the City. The Project Site shall remain in compliance with the land use plan and the Site Plan for a period of two (2) years from the release of the performance bond. The parties acknowledge and agree that the foregoing restates the same requirements under the land use approvals for the Project and are not separate obligations. Any Public Improvements shall be performed by the Redeveloper at its sole cost and expense.

27. **Project Signage and Project Parking.** Redeveloper shall be responsible for providing all signage for the Project in accordance with Legal Requirements. Redeveloper shall provide for parking spaces in accordance with the Planning Board's site plan approval for the Project.

28. **Intentionally omitted.**

29. **Intentionally omitted.**

30. **Cooperation.** The Parties shall fully cooperate with each other as necessary and reasonable to accomplish the Project, including entering into additional agreements that may be required, provided however, that such actions shall not result in a material increase in the Parties' respective obligations hereunder, or a material decrease in the Parties' respective rights hereunder.

31. **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that either Party or their attorney drafted any version of this Agreement, each Party recognizing that it and its attorney has had an opportunity to review this Agreement and has contributed to the final form of same. Unless otherwise specified: (i) whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular, (ii) the words "consent" or "approve" or words of similar import, shall mean the written consent or approval of the City or Redeveloper, as the case may be, unless expressly stated to the contrary herein, (iii) the words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation," (iv) "hereunder" shall be deemed to refer to the provisions of this Agreement in their entirety and not to a provision contained within any particular Section, and (v) all Exhibits to this Agreement are incorporated herein by reference.

32. **Interpretation and Construction.** In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, shall refer to this Agreement.

(b) Words importing a particular gender mean and include correlative words of the other gender

(c) Words importing persons or entities mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public and governmental bodies and natural persons.

(d) Any headings preceding the texts of the several Sections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by either Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within 10 days.

(g) Unless otherwise indicated, any fees, costs and/or expenses shall be required to be customary and reasonable.

33. Governmental Approval Fees. Redeveloper shall be responsible to pay all applicable fees for Governmental Approvals required by the City (in accordance with standard fees provided in the City's ordinances) and any other Governmental Body for the construction and development of the Project.

34. Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the either Party whether provided by this Agreement or by law, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other default or breach. No delay in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive any Party of, or limit such rights and remedies in any way (it being the intent of this provision that the Parties shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver by either Party with respect to any specific Event of Default under this section be considered or treated as a waiver of the rights of such Party with respect to any other defaults under this Section or with respect to the particular default except to the extent specifically waived in writing.

35. Non-Liability of Representatives of the City. No official, officer, professional, employee, agent or representative of the City shall be personally liable to Redeveloper, Redeveloper's assignee or successor in interest, in the event of any default, breach or violation by the City, or for any amount which may become due to Redeveloper, its assignee, or successor, or with regard to any obligation under the terms of this Agreement.

36. No Consideration for Redevelopment Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection

with obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer, official, agent or representative of the City, any money or other consideration for, or in connection with, this Agreement of this Project, nor violated any “pay for play” rules.

37. Preservation of Police Powers. Nothing set forth in this Agreement shall be construed to constitute waiver of any right by the City to exercise police powers to the extent necessary to protect the health, safety, or welfare of City citizens.

38. No Joint Venture with City. Nothing contained herein shall be construed as making City and Redeveloper partners, joint venturers or agents of each other. The parties have no relationship to each other except as redevelopment entity and redeveloper for the Project.

39. Miscellaneous Definitions. Except as expressly provided herein to the contrary, the following terms shall have the following meanings:

“**Act**” as defined in the preliminary statement.

“**Agreement**” as defined in the preamble.

“**Certificate of Occupancy**” means a Certificate of Occupancy, as such term is used within the New Jersey Administrative Code, N.J.A.C. 5:23-1.4 and 5:23-2, *et seq.*, issued with respect to the Project, upon completion of the Project or distinct portion thereof, which Certificate of Occupancy may be temporary so long as such temporary Certificate of Occupancy permits occupancy of the Project. Redeveloper shall, upon the completion of construction of the Project, or any Phase for which a Certificate of Occupancy may be issued, obtain all required occupancy permits and authorizations from the appropriate authorities, as applicable, authorizing the occupancy and uses of the Project or portion thereof, for the purposes contemplated by this Agreement, the Redevelopment Plan, and the approved site plan for the Project (the “**Site Plan**”).

“**Commence Construction**” or “**Commencement of Construction**” means the undertaking by Redeveloper of any actual physical construction or improvements, including but not limited to site preparation, environmental remediation, demolition as directed by the City, construction of new structures, and installation or improvement of infrastructure.

“**Completion**” means the issuance of a Certificate of Completion by the City for the Project or any Phase or distinct portion thereof.

“**Dedicated Improvements**” means any improvements dedicated to the City of Vineland on the Subdivision plat or Site Plan(s) and accepted by the City.

“**Environmental Laws**” are any and all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial and administrative orders, decrees, directives and judgments relating to contamination, damage to or protection of the environment, any historical resources, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the

Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 U.S.C. § 9601 *et seq.*); the Resource Conservation and Recovery Act of 1976 (“RCRA”) (42 U.S.C. § 6901 *et seq.*); the Clean Water Act (33 U.S.C. § 1251 *et seq.*); the New Jersey Spill Compensation and Control Act (the “Spill Act”) (N.J.S.A. 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended (“ISRA”) (N.J.S.A. 13:1K-6 *et seq.*); the New Jersey Underground Storage of Hazardous Substance Act (N.J.S.A. 58:10A-21 *et seq.*); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 *et seq.*); the New Jersey Brownfield and Contaminated Site Remediation Act (N.J.S.A. 58:10B-1 *et seq.*); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 *et seq.*); and the rules, regulations and guidance promulgated there under.

“Governmental Approvals” means all necessary reviews, consents, permits or other approvals of any kind legally required by any Governmental Body in order to implement the Project.

“Governmental Body” means any federal, State, county or local agency, department, commission, authority, court, or tribunal, and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the City of Vineland, the County of Cumberland, and the State of New Jersey.

“Hazardous Substance” means any substance, material or waste that is listed as hazardous, toxic, a pollutant or contaminant, or dangerous under any applicable Environmental Laws.

“Legal Requirements” means all laws, statutes, codes, ordinances, resolutions, binding conditions, orders, regulations and requirements, as amended from time to time, including all environmental laws and regulations of federal, state, county and municipal governments.

“NJDEP” or **“DEP”** means the New Jersey Department of Environmental Protection and any successors in interest.

“Parties” and **“Party”** as defined in the preamble.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or governmental body, or any other entity.

“Project” as defined in the recitals, including without limitation, (a) all site improvements constructed on the Project Site; (b) all required utility connections and upgrades constructed on the Project Site; and (c) all offsite improvements, if any.

“Project Improvements” means all site improvements, site preparation work, offsite improvements, and all amenities necessary for the implementation and completion of the Project.

“Project Site” as defined in the recitals.

“Public Improvements” means all offsite roadway and traffic control improvements required by the Planning Board or otherwise proposed for the Project

“Redevelopment Plan” as defined in the preliminary statement.

“State” means the State of New Jersey.

“USEPA” or **“EPA”** means the United States Environmental Protection Agency.

40. **Execution of Documents.** Redeveloper shall make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and, in general, do all things which may be reasonably requisite or proper for the acquisition, construction and redevelopment of the Project in accordance with all necessary Governmental Approvals, and other agreements as applicable.

41. **Compliance with Redevelopment Agreement.** Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, contractors engaged by Redeveloper, and any of their subcontractors, shall have the skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Agreement.

42. **Entire Agreement.** This Agreement, including all Exhibits, together with all contracts to transfer the Project Site and any PILOT Agreement, shall constitute the entire agreement between the Parties concerning the subject matter of this Agreement, and shall supersede all negotiations, agreements and understandings, written or oral, formal or informal, between the Parties with respect to the subject matter hereof, except as otherwise provided herein, all of which are deemed to be merged herein.

43. **No Other Reliance.** Each of the Parties by execution of this Agreement agrees that it has not relied upon any representations, oral or otherwise, of the other Party or its officers, officials, agents, affiliates, employees or representatives, except for those representations expressly set forth in this Agreement.

44. **No Contributions.** Redeveloper has not made any contributions to the City, nor to its officials, that would cause a violation of any “pay-to-play” or similar laws

45. **Right of Entry.** Redeveloper shall allow the City and its representatives reasonable access to the Project Site during normal business hours for all relevant purposes hereunder.

46. **Redevelopment and Remediation.** Redeveloper agrees that the Project Site shall be redeveloped only in accordance with New Jersey statutes, NJDEP regulations and the Redevelopment Plan, as amended from time to time, in accordance with all applicable permits and approvals, including site plan approvals.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ATTEST:

VINELAND CITY COUNCIL, the Governing
Body of the CITY OF VINELAND

By: _____
Name: Paul Spinelli
Title: City Council President
Execution Date:

REDEVELOPER:

**NEWCOMB SENIOR APARTMENTS URBAN
RENEWAL III, LLC**, a New Jersey limited liability
company

By: Newcomb Senior Apartments Managing Member
III, LLC, its managing member

By: _____
Hans Lampart, President

EXHIBIT A

DESCRIPTION OF PROJECT SITE

[To be inserted]

March 27, 2025

EPD-2404

METES AND BOUNDS DESCRIPTION

LOT 1.03, BLOCK 4216

SITUATED IN

CITY OF VINELAND, CUMBERLAND COUNTY, NEW JERSEY

All that certain tract, lot or parcel of land and premises situate, lying and being in the City of Vineland, in the County of Cumberland, and the State of New Jersey.

BEGINNING at a survey marker to be set for a point on the westerly right-of-way line of Howard Street (50' wide public Right-of-Way), said point being South 08 degrees 00 minutes 00 seconds West, a distance of 335.75 feet along the same from the intersection of said westerly right-of-way line of Howard Street with the southerly right-of-way line of Almond Street (66' wide public Right-of-Way); thence

1. On said westerly right-of-way line of Howard Street, South 08 degrees 00 minutes 00 seconds West, a distance of 179.25 feet to a survey marker to be set for a point and common corner with Lot 1.04, Block 4216; thence
2. On a common line with Lot 1.04, Block 4216, North 82 degrees 00 minutes 00 seconds West, a distance of 184.66 feet to a survey marker to be set for a point and common corner of the same; thence
3. On same, South 08 degrees 00 minutes 00 seconds West, a distance of 167.00 feet to a survey marker to be set for point and common corner of the same, said point also being on the division line with Lot 2, Block 4216; thence
4. On the common line with said Lot 2, North 82 degrees 00 minutes 00 seconds West, a distance of 225.94 feet to a found pk nail on the Easterly right-of-way line of South State Street (50' wide public Right-of-Way); thence
5. On said easterly right-of-way line of South State Street, North 08 degrees 00 minutes 00 seconds East, a distance of 346.25 feet to a survey marker to be set for a point and common corner with Lot 1.01, Block 4216; thence
6. On the common line with Lots 1.01 and 1.02, Block 4216, South 82 degrees 00 minutes 00 seconds East, a distance of 410.60 feet to the point and place of **BEGINNING**.

Containing 111,332 S.F. or 2.56 Acres of land more or less.

Being known as Lot 1.03, Block 4216 as shown on "Lot Consolidation & Minor Subdivision Plan Block 4216, Lots 1.03, 1.04, & 1.05 Newcomb Senior Apartments Phase III Situated In City of Vineland, Cumberland Conty, New Jersey" prepared by MidAtlantic Engineering Partners, LLC, and dated October 4, 2024. To be filed.

Prepared By:
MidAtlantic Engineering Partners, LLC



Suzanne E. Warren
Professional Land Surveyor
New Jersey License No. GS38979

2026 Briggs Road, Suite 300
Mt Laurel, NJ 08054
609.910.4450
Corporate Headquarters

26 Washington Street, 3rd Floor
Morristown, NJ 07960
973.715.8652

1971 Highway 34, Suite 201
Wall Township, NJ 07719
732.722.5899

321 W St. Street
Media, PA 19063
610.565.0200

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (this "**Certificate**") is executed as of this ____ day of _____, 202__ by **VINELAND CITY COUNCIL THE GOVERNING BODY OF THE CITY OF VINELAND**, a municipal corporation of the State of New Jersey having its place of business at 640 E. Wood Street, Vineland, New Jersey (the "**City**").

Background

The City, in furtherance of its plans for increasing housing opportunities for low and moderate income households and the revitalization of the City of Vineland, adopted, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "**Redevelopment Law**"), a redevelopment plan (the "**Redevelopment Plan**") for certain land within the City of Bridgeton more particularly described on Exhibit A attached hereto (the "**Property**"). Newcomb Senior Apartments Urban Renewal III, LLC (the "**Redeveloper**") is the designated redeveloper of the Property, which is located at certain real property designated as Block 4216, Lots 1.3 and 1.5 on the official tax map of the City of Vineland, County of Cumberland, State of New Jersey, for the development of a four-story 71,900 sq. ft. low and moderate income senior garden apartment building with sixty (60) apartment units and 1,559 sq. ft. of commercial space on the first floor (the "**Project**"). The City and the Redeveloper entered into that certain Redevelopment Agreement dated _____, 202__ (the "**Redevelopment Agreement**") pursuant to which the Redeveloper agreed to undertake the Project, and the Redeveloper memorialized certain of its obligations under the Redevelopment Agreement in that certain Declaration of Covenants and Restrictions in favor of the City dated _____ and recorded in Book ___, Page ___ on _____, 202__ (the "**Declaration**").

The Redeveloper has substantially completed the Project. The Redeveloper has requested, pursuant to Section 3(i) of the Redevelopment Agreement and Section [____] of the Declaration, that the City acknowledge the satisfaction and termination of certain obligations of the Redeveloper in a Certificate of Completion. The City has agreed to execute this Certificate pursuant to Section 3(i) of the Redevelopment Agreement and Section [____] of the Declaration.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth in the Redevelopment Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the City agrees as follows:

1. The City acknowledges and agrees (a) that the Redeveloper has performed all of its duties and obligations under the Redevelopment Agreement and the Declaration with respect to the construction and completion of the Project and (b) that, pursuant to N.J.S.A. 40A:12A-9, the agreements and covenants set forth in the Redevelopment Agreement, the Declaration and the Redevelopment Plan as to the Redeveloper's obligation to construct the Project are satisfied and terminated.
2. This Certificate also constitutes a conclusive determination that the conditions supporting the designation of the Property as an area in need of redevelopment are deemed

to no longer exist and that the land and improvements within the Property are no longer subject to the City's exercise of eminent domain based upon the presence of those conditions.

3. Nothing contained in this Certificate shall in any way terminate, effect, or otherwise modify any of the Redeveloper's obligations under the Redevelopment Agreement or the Declaration that survive the Redeveloper's completion of the Project.

IN WITNESS WHEREOF, the City has caused this Certificate to be properly executed as of the date first written above.

**VINELAND CITY COUNCIL THE
GOVERNING BODY OF THE CITY OF
VINELAND**

By: _____

Name:

Title:

STATE OF NEW JERSEY :
: ss.
COUNTY OF :

On this, the ____ day of _____, 202____, before me, a Notary Public in and for the State of New Jersey, personally appeared _____, who acknowledged himself to be **Council President of the Vineland city Council the Governing Body of the City of Vineland**, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of such city for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Name:
Notary Public of New Jersey
My commission expires: _____

EXHIBIT C

FORM OF FINANCIAL AGREEMENT

RESOLUTION NO. 2025- 160

A RESOLUTION AUTHORIZING THE EXECUTION OF A
REVISED RESTORATION AGREEMENT WITH THE
UNITED STATES ENVIRONMENTAL PROTECTION
COVERING 519 E. QUINCE STREET, BLOCK 4109, LOT 6.

WHEREAS, on July 23, 2024, Vineland City Council passed Resolution No. 2024-313 which authorized the execution of Consent and Access Forms and Restoration Agreements in favor of the United States Environmental Protection Agency for the investigation and remediation of City owned properties related to the Kil-Tone Superfund Site.

WHEREAS, the EPA, based on its investigation, has requested the City of Vineland to execute a revised Restoration Agreement for 519 E. Quince Street, Block 4109, Lot 6 allowing for the remediation and restoration around of concrete pad on the property, in lieu of its removal, as it was discovered that the pad is the top of a concrete vault which is reported to be a former electrical substation.

WHEREAS, neither the Vineland Electric Utility nor the City Engineer have any concerns with the change in the Restoration plan.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the Mayor or designee, and Clerk are hereby authorized to execute the attached Revised Restoration Agreement with the EPA for 519 E. Quince Street, Block 4109, Lot 6 to perform remediation action, removal activity and restoration activity.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866
(212) 637-3000
<https://www.epa.gov/aboutepa/epa-region-2>

RESTORATION PLAN AGREEMENT FORM

The purpose of this agreement is to provide a mutual agreement as to the removal and restoration activities on your property and to document the condition of the property prior to remediation activities. This will also serve as documentation for the purpose of assuring that restoration activities are completed to the satisfaction of the property owner and the United States Environmental Protection Agency (EPA) for the Kil-Tone Remedial Action Superfund Site Operable Unit 2-Phase I, Vineland, New Jersey.

EPA Property ID: 231
Property Address: 519 E. Quince St. Vineland NJ 08360, Block 4109, Lot 6
Property Owner(s): City of Vineland
Tenant(s) residing at the address (if different than owner) and contact information: Vacant
Property Owner Contact Information (Phone Number, E-mail, Alt. Address): Contacts: Bob Dickenson, Richard Tonetta & Greg Gallo (856)794-4000

General Clauses

Remedial and restoration activities will be conducted in accordance with the following provisions:

- All restoration items will be replaced in kind otherwise documented within this restoration agreement. Restoration items that do not meet current City of Vineland code enforcement are requested to be code compliant, if possible, and approved by property owner.
- Only government-authorized personnel will be permitted to perform work on the property during the remedial and restoration activities
- Excavation boundaries are subject to change based on confirmation sampling results.
- To aid with final site grading during restoration, SES requests information on any water infiltration, current or past, into the home or business (e.g., wet basement).
- SES requests information on any known sprinkler systems and underground electric lines in the yard and if they are currently operational?
- All trees, shrubs and plants will be photo documented and identified by professional landscaper prior to removal for eventual in-kind restoration. Planting type and size will be based upon nursery availability. In the event that the same plant replacement is unavailable, the homeowner will be contacted for their input on an acceptable equivalent replacement before proceeding with restoration.
- The landscaping subcontractor will water restored plants/sod/hydroseed at the time of placement and as needed for a period of 3 months or until plantings are dormant, whichever occurs first. Sod/hydroseed will also be maintained (e.g., watered and cut) by the landscaping subcontractor for a period of 3 months. It will then become the resident's responsibility to maintain the restored planting. Plant warranties are good for a period of 1 year while grass is warranted for a period of 3 months.
- If the property owner chooses to relocate, change, upgrade any restoration items, or otherwise makes improvements within areas affected by the remediation activities, and those changes are not mentioned or discussed in this agreement, any change or damage that occurs as results is the liability and responsibility of the property owner. This is true during the implementation of remedial and restoration activities, as well as during any subsequent warranty periods.
- If the owner or resident has questions or concerns, he or she should contact a member of the Property Coordination Team:

Dan Patel (USEPA): 212-637-3924

Alan White (USEPA): 212-637-3925

Luis Hiciano (USACE): 267-608-7809

Michael Cox (USACE): 609-929-0384

Jesse Albert (Sevenson Environmental): 484-274-1372

Background

This section includes property information that was obtained from investigations and sampling activities

Exterior Property Investigation Findings

(Use additional sheets as necessary)

Item: An estimated 985 CY of contaminated soils to be removed from the property. Please see attached contract drawings for confirmed areas of excavation. It is noted that this is a minimum remediation quantity. Confirmation sampling may warrant additional remediation which the property owner will be informed of prior to any additional remediation.

Item: An exterior photo and video survey was completed on this property 8/5/2024, prior to excavation activities.

-The photos and video documentation of the exterior conducted by the remediation contractor on behalf of the EPA will become an integral part of this restoration agreement to document pre-remedial conditions.

Additional Exterior Information:

The concrete pad on the property has been discovered to be a vault greater than 6' in depth. Severson to remediate and restore around the vault/pad which is to remain in place

Interior Property Investigation Findings

(Use additional sheets as necessary)

- Restoration plans for each property will be created by the EPA contractor. The remediation contractor will adhere to the construction specifications established for the Kil-Tone Remedial Action Superfund Site-OU2 Phase I.

Item: N/A

Additional Interior Information:

Additional Business Information (if applicable):

(Use additional sheets as necessary)

Hours of Business:

Day/time of reoccurring deliveries:

Other Important Notes:

Items to be removed by the owner before the start of remediation activities*:

(Use additional sheets as necessary)

Items:

-SES to provide disposal of unwanted items located within the excavation area

** The removal, storage, disposal, and/or return of these items are the owner's responsibility. Severson will assist if requested.*

Items to be removed by the contractor during remediation activities and NOT REPLACED:

(Use additional sheets as necessary)

Item:

-N/A

Items to be removed by the contractor during remediation activities and REPLACED:

(Use additional sheets as necessary Include references to applicable drawings, cut sheets, figures, product selections, etc.)

Item:

- All areas remediated around the vault will be backfilled with clean fill and topped with 6" of $\frac{3}{4}$ clean stone per contract drawing notes. An estimated 7,014 Square Feet of $\frac{3}{4}$ clean stone to be placed.
- Portions of 8' fence and retaining wall may also need to be replaced if remediation impacts those features.

Additional Comments/Special Instructions

- All restoration work will be completed in compliance with US Army Corps of Engineers Requirements.
- Work will be performed as shown within this Restoration Plan and associated attached drawings.
- Some additional tree restoration outside of but in close proximity to remediation areas may be needed if trees are unexpectedly impacted by remedial operations.
- SES will utilize protective equipment mats to limit areas of disturbance outside remediation areas. Any disturbance areas will be restored to original conditions.
- A Security subcontractor will complete rounds during non-working hours to help ensure excavation areas are safe and secure.

I acknowledge that I have reviewed this Restoration Agreement and the attached Exterior Remediation and Restoration Plan(s) for the property located at the address referenced on the first page. I, _____, hereby certify that the information provided by me in this agreement is to the best of my knowledge true, accurate, and complete. I agree to the removal and restoration of my property as outlined in this agreement

Owner's Signature

DATE

Contractor's Representative Signature

DATE

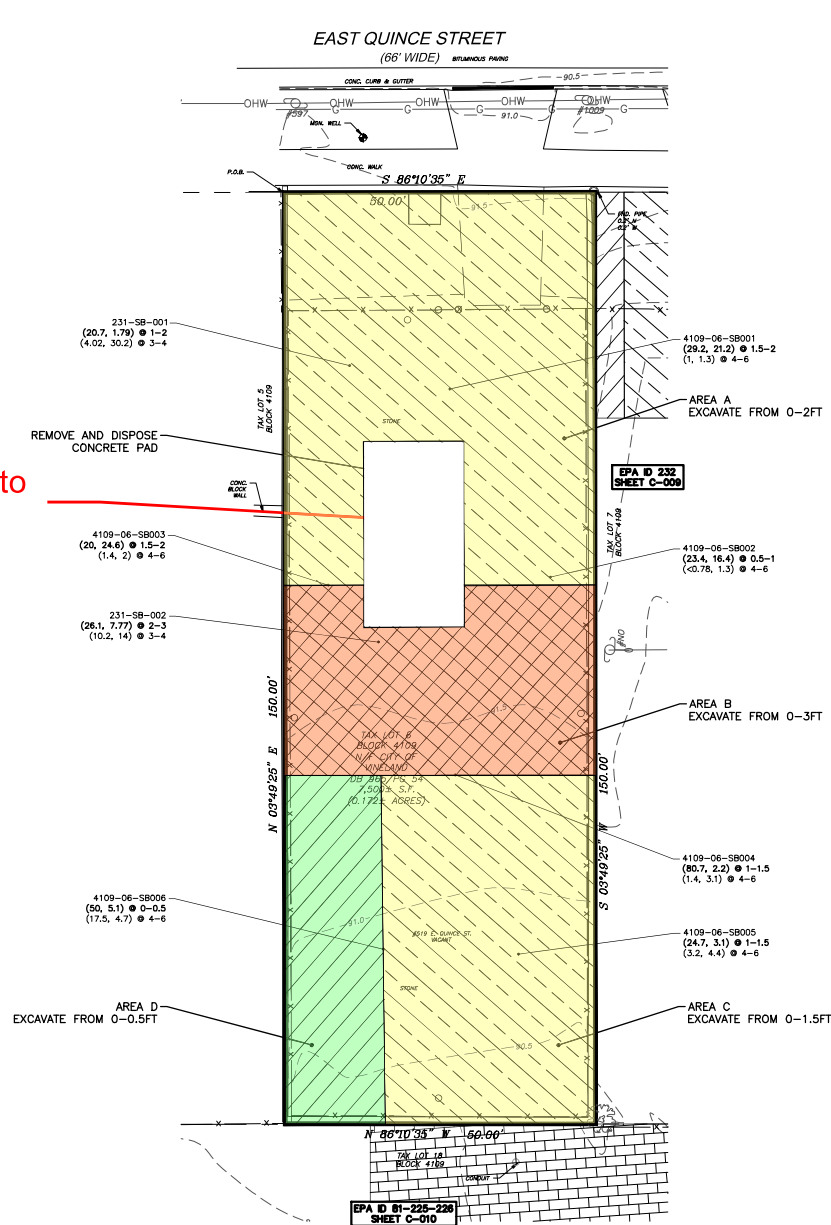
USACE Representative Signature

DATE



 US Army Corps of Engineers Kansas City District		DATE: 9/22	
U.S. ARMY CORPS OF ENGINEERS KANSAS CITY DISTRICT KANSAS CITY, MISSOURI		DATE: SEPTEMBER 2022	
FORMER MIL-TONE SUPERFUND SITE 012 VINELAND, CUMBERLAND COUNTY, NEW JERSEY		DRAWING CODE:	
PROPERTY 231 EXISTING CONDITIONS PLAN		DESIGNER: G. MOUL	
Sheet Reference Number: C-008A		DRAWN BY: D. KENT	
Sheet 3 of 104		CHECKED BY: T. STANEC	
Submitted By: 14421.5945		PILOT SCALE:	
Submitted By: G. MOUL		DATE: 9/22	
Submitted By: G. MOUL		DATE: 9/22	

Concrete pad/vault to remain in place



NORTH

PROPERTY 231 8519 E. QUINCE STREET		
VOLUME OF EXCAVATION		
AREA	SQ. FT.	VOLUME (CY)
A	3161	234
B	1529	170
C	1920	107
D	989	16
TOTAL VOLUME:		527

LEGEND

DEPTH OF EXCAVATION
UP TO 1-FT
UP TO 2-FT
UP TO 3-FT
UP TO 4-FT
UP TO 5-FT
UP TO 6-FT
UP TO 8-FT
UP TO 11-FT

NOTES:

1. REMOVE AND DISPOSE OF PERIMETER FENCE AND CONCRETE WALL ON LINE.
2. REMOVE AND REPLACE EXISTING TREES AND SHRUBS WHERE SHOWN OR AS NECESSARY TO PERFORM EXCAVATION.
3. PROVIDE REPLACEMENT TREES AND SHRUBS OF SAME SPECIES AS REMOVED UNLESS OTHERWISE DIRECTED.

1"=10'

US Army Corps of Engineers
Kansas City District

City Engineer
September 2022

STATE OF MISSOURI
Professional Engineer No. 64445

9/22

FINAL 100% DESIGN

Designed by: C. WOLF
Drawn by: D. KENT
Checked by: T. STANEC
Submitted by: C. WOLF

U.S. ARMY CORPS OF ENGINEERS
KANSAS CITY DISTRICT
KANSAS CITY, MISSOURI

HDR OBG a joint venture

PROPERTY 231 EXCAVATION PLAN

Sheet Reference Number:
C-008B

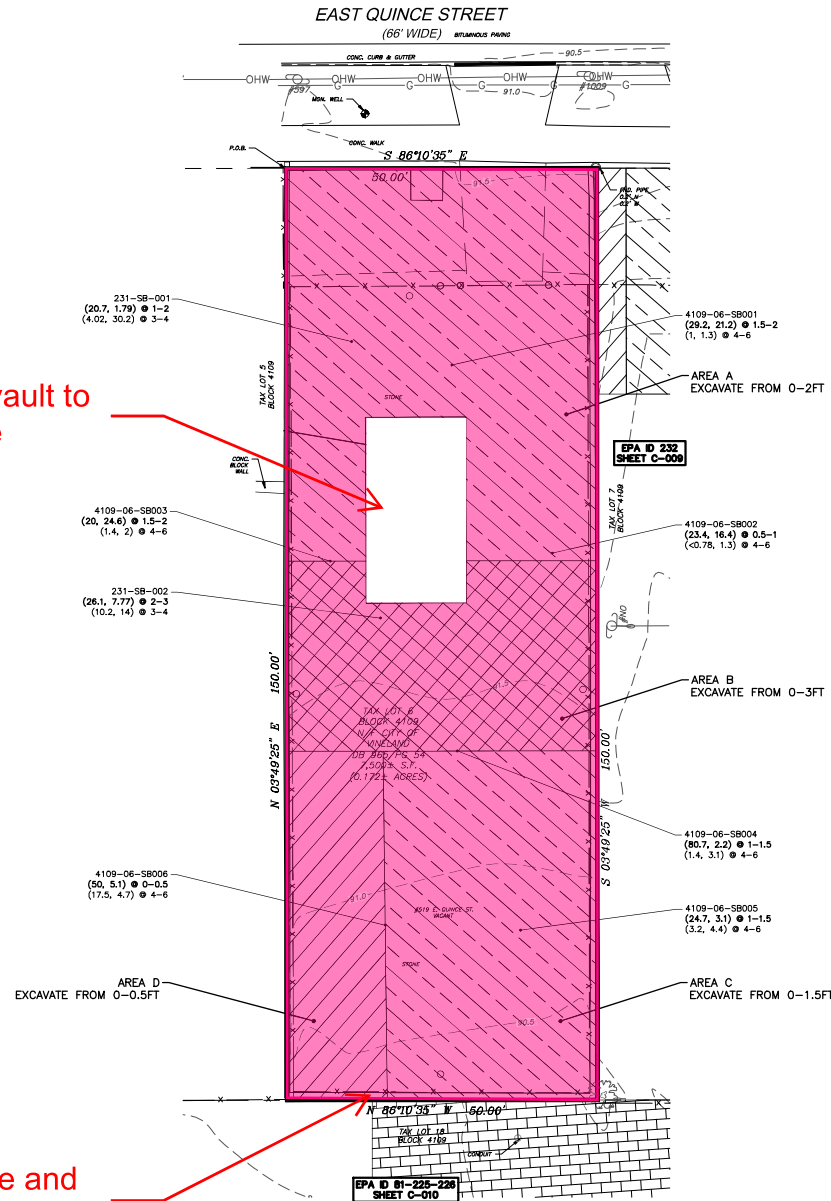
SHEET 33 OF 104

LEGEND

3/4 Clean Stone Restoration (Per Contract Drawing Notes)

Concrete pad/vault to remain in place

Portions of 8' Chain Link Fence and Retaining Wall may need to be restored



US Army Corps of Engineers
Kansas City District



Designated by	Drawn by	Checked by	Submitted by	Submitted to	Date	Appr.
SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022
SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022
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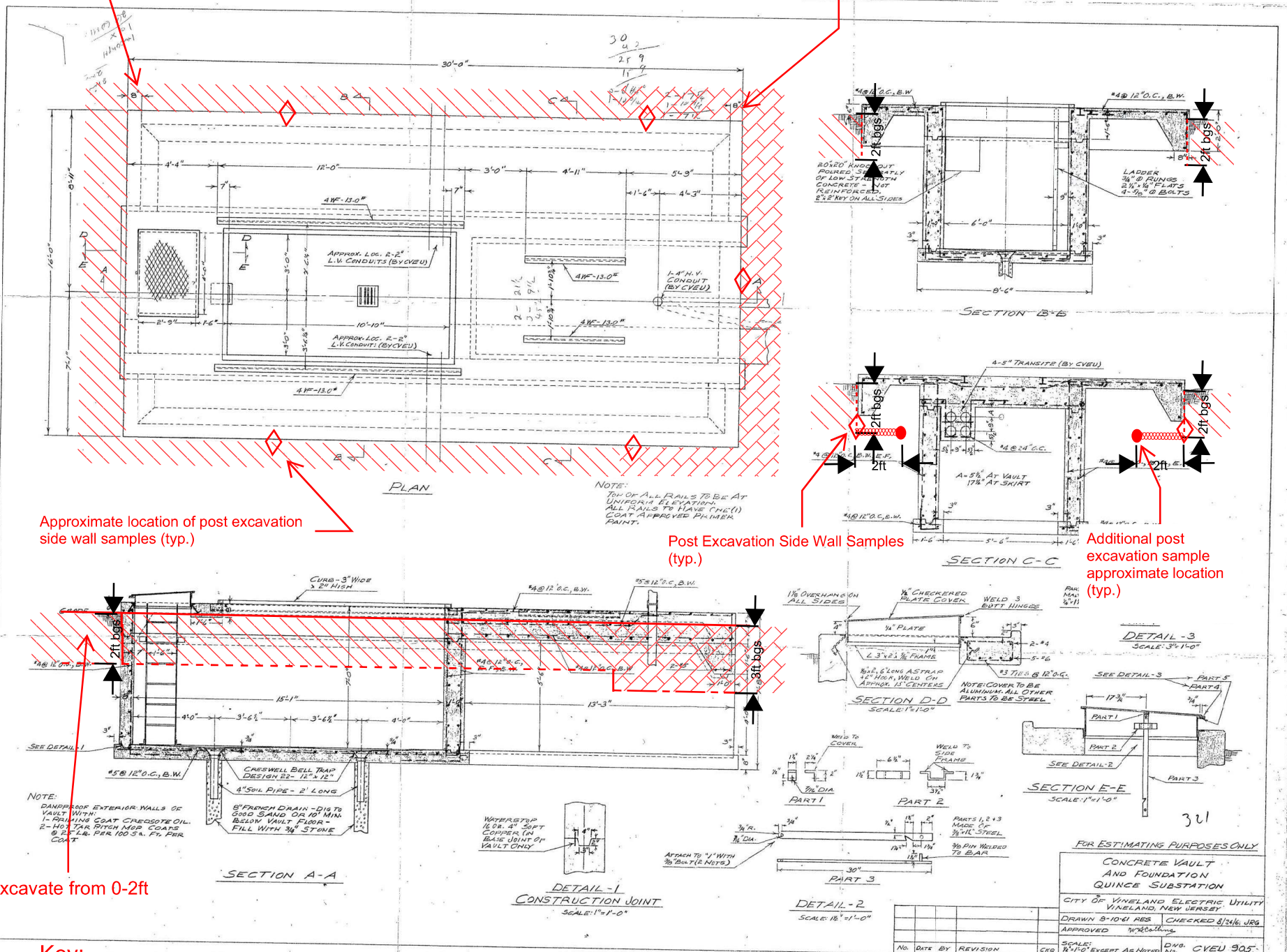
U.S. ARMY CORPS OF ENGINEERS	DESIGNED BY	DRAWN BY	CHECKED BY	SUBMITTED BY	SUBMITTED TO	DATE	APPROVED
SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022
SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022
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SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022	SEPTEMBER 2022

FORMER KIL-TONE SUPERFUND SITE 002
VINELAND, CUMBERLAND COUNTY, NEW JERSEY
PROPERTY 231 EXCAVATION PLAN

Sheet Reference Number:
C-008B

Excavate from 0-2ft

Excavate from 0-3ft



Approximate location of post excavation side wall samples (typ.)

Post Excavation Side Wall Samples (typ.)

Additional post excavation sample approximate location (typ.)

Excavate from 0-2ft

Key:
◊ Sidewall Sample

● Additional Sample

Excavate from 0-2ft

Excavate from 0-3ft

Notes:

Excavation and sampling sketch for illustration. Refer to revised excavation plan or QC Report, as provided separately, for actual limits and depths of excavation.

RESOLUTION NO. 2025- 161

A RESOLUTION DECLARING THE EXISTENCE OF AN
EMERGENCY REQUIRING ROAD REPAIR AT 964 W.
SHERMAN AVENUE AND AUTHORIZING THE PAYMENT
OF BILLS FOR SAID SERVICES.

WHEREAS, the Water Utility Department has reported that an emergency condition has developed on 964 W. Sherman Avenue where a water service was leaking for a long period of time and caused a sink hole, 4 foot by 150 feet long on the westbound lane of the roadway; and

WHEREAS, this situation poses an imminent danger to the public health and welfare if left unattended with more storms to come through and wash away even more of the roadway. Road work is needed to correct this issue; and

WHEREAS, due to this emergent situation, the Water Utility Department has solicited quotations for completion of said repair and paving; and

WHEREAS, authorization is requested to contract with South State Inc., 202 Reeves Road, Bridgton, NJ for Emergency Repair of the roadway on 964 W. Sherman Avenue, in the amount not to exceed \$54,625.14; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the above emergency;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland as follows:

- 1. That the Municipal Department Head of Water Utility is hereby authorized and directed to contract with South State, Inc., 202 Reeves Road, Bridgeton, NJ, for Emergency Road Repair, in the amount not to exceed \$54,625.14.
- 2. That the Purchasing Agent is hereby authorized and directed to issue purchase orders to South State, Inc., 202 Reeves Road, Bridgeton, NJ, for Emergency Road Repair, in the amount not to exceed \$54,625.14.
- 3. That payment is hereby authorized pursuant to said purchase orders in accordance with procedures for payment of bills and demands heretofore established by Ordinance number 1048.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

FROM THE DESK OF JEANINE N. MENEGETTI

March 26, 2025

MEMORANDUM TO BUSINESS ADMINISTRATION:

RE: Emergency Road Repair at 964 W. Sherman Avenue

After reviewing Joe Prato's emergency request I agree this should be handled as an emergency. A sink hole developed due to a water service leak for an unknown period of time and caused significant structural damage to the westbound lane of the roadway. The area affected at 964 W. Sherman Avenue is approximately 4 foot wide by 150 feet long. The repair needs to be repaired immediately as the current situation poses a safety hazard concern.

In accordance with N.J.S.A. 40A:11-6 Emergency Contracts, I as the Purchasing Agent of the City of Vineland, agree that this situation can be a health, safety and welfare issue as defined by the NJ Public Contracts Law and should be declared an "Emergency".

I have instructed the Department to enter a requisition in the Edmunds Finance System to South State Inc., in the amount not to exceed of \$54,625.14 for the immediate repair.

Sincerely,



Jeanine N. Meneghetti, QPA
Purchasing Agent

Enclosures



202 Reeves Road, Bridgeton, New Jersey 08302
P: 856-451-5300 | F: 856-455-3461
southstateinc.com

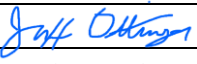
SUBJECT: PRICE SUBMISSION FOR SHERMAN AVE EMERGENCY WORK

JOB NO.: 25-031

P.O. NO.: 1

P.O. DATE: 3/26/2025

PAGE 1 OF 2

SHOW THIS ORDER NUMBER AND COMPLETE MARKS ON ALL PACKAGES, SHIPPING PAPERS AND INVOICES					
SELLER:	South State, Inc.		BUYER:	City of Vineland	
	202 Reeves Road			Water Department	
	Bridgeton, NJ 08302			330 E Walnut Road	
				Vineland, NJ 08360	
PH:	(856) 451-5300		ATTN:		
FAX:	(856) 455-3461				
ATTN:	Jaxx Ottinger			Dave Ricci	
		FREIGHT MODE	TAX EXEMPT	F.O.B.	FREIGHT TERMS
Coordinate with Jaxx Ottinger. Cell: (609) 501-8678		COMMON CARRIER DEL. SERVICE	TAX EXEMPT	DESTINATION SITE	
TERMS OF PAYMENT: To be incorporated on first Change Order upon agreement of items.					
DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	TOTAL
Repair Water Main and Roadway		1	LS	\$ 54,625.14	\$ 54,625.14
				\$	-
Price encompasses all material, direct/fringe labor, equipment,				\$	-
trucking, traffic control, and other incidental costs associated				\$	-
with this work.				\$	-
MATERIALS AND/OR SERVICES WILL NOT BE SUPPLIED UNLESS THIS ENTIRE PURCHASE ORDER, INCLUDING TERMS AND CONDITIONS SECTION, IS EXECUTED AND RETURNED WITHIN 48 HOURS OF ISSUANCE.					
				SUBTOTAL:	\$ 54,625.14
				SALES TAX:	\$ -
				P.O. TOTAL AMOUNT:	\$ 54,625.14
VENDOR ACKNOWLEDGEMENT			BUYER ACKNOWLEDGEMENT		
SIGNATURE: 			SIGNATURE:		
AUTHORIZED AGENT			AUTHORIZED AGENT		
PRINT NAME: Jaxx Ottinger			PRINT NAME:		
AUTHORIZED AGENT			AUTHORIZED AGENT		
DATE:	March 26th, 2025		DATE:		

**SOUTH STATE, INC.**P.O. BOX 68
BRIDGETON, NJ 08302**BILLING WORKSHEET****GENERAL INFORMATION**

CUSTOMER: _____ City of Vineland Water Department _____ DATE: 3/26/2025
CUSTOMER: _____
PROJECT: _____ Sherman Ave Emergency Repairs _____ SSI JOB NO.: 25-031
LOCATION: _____ Sherman Ave, Vineland _____ WORKERS COMP STATE: NJ - HEAVY
SCOPE OF WORK: _____ Water Main Roadway Repairs _____
EQUIPMENT CALCULATION ROUTINE: 176 Hours Per Month
CHECK ONE: ☒ TIME & MATERIALS BREAKDOWN ☐ FORCE ACCOUNT

DIRECT LABOR

LABOR CLASSIFICATION	REG HRS	OT HRS	REG RATE	OT RATE	DIRECT LABOR
172 Labor Foreman		11.50	\$ 55.20	\$ 82.80	\$ 952.20
172 Labor General Foreman		11.50	\$ 56.20	\$ 84.30	\$ 969.45
172 Laborer (B Rate)		10.50	\$ 51.90	\$ 77.85	\$ 817.43
172 Laborer (C Rate)		22.50	\$ 51.65	\$ 77.48	\$ 1,743.19
825 Operator A Rate		12.00	\$ 60.47	\$ 90.71	\$ 1,088.46
825 Operator B Rate		12.50	\$ 58.88	\$ 88.32	\$ 1,104.00

TOTAL DIRECT LABOR: \$ 6,674.72**PAYROLL TAXES & INSURANCE**

PAYROLL T&I DESCRIPTION	PCT.	PT&I
F.I.C.A.	6.20%	\$ 413.83
Medicare	1.45%	\$ 96.78
N.J. Unemployment Insurance	6.40%	\$ 427.18
N.J. Disability Insurance	0.25%	\$ 16.69
Federal Unemployment Tax	0.60%	\$ 40.05
Workman's Compensation Insurance	5.82%	\$ 388.62

TOTAL PAYROLL TAXES & INSURANCE: \$ 1,383.15**LABOR FRINGE BENEFITS**

LABOR FRINGE BENEFITS	RATE	LABOR FB
172 Laborers	\$ 39.13	\$ 2,191.28
825 Operators (O.T.)	\$ 58.73	\$ 1,438.76

TOTAL LABOR FRINGE BENEFITS: \$ 3,630.04

OWNED EQUIPMENT

SSI EQ. #	TYPE	DESCRIPTION	HOURS	RATE	TOTAL
460	Arrow Board	Flashing Arrow Board (Purchase from GSHP)	10.5	\$ 4.23	\$ 44.45
4501	Truck: Water	F650 XL 2000 Gal Water Truck	10.5	\$ 48.84	\$ 512.82
1302	Milling Machine	W250I 7' Milling Machine	10.5	\$ 674.02	\$ 7,077.24
1104	Paver	AP1055F	10.5	\$ 253.01	\$ 2,656.56
	Asphalt Roller (Large)	BW191AD-5	10.5	\$ 85.17	\$ 894.29
1410	Roller	CB24B 4' Asphalt	10.5	\$ 24.96	\$ 262.13
8409	Light Tower	LTN6K Light Tower	10.5	\$ 15.69	\$ 164.78
2510	Backhoe	420FIT	10.5	\$ 52.26	\$ 548.73
4709	Truck: Crash	F750 Utility, 6x2, Dsl w/fuel tank	10.5	\$ 45.29	\$ 475.54
347	Truck: Misc.	4700 DT466E Stake Body/Cone Truck	10.5	\$ 41.43	\$ 434.97
26	Truck: Pickup	F350, 4x2, Dsl	10.5	\$ 36.36	\$ 381.82

TOTAL EQUIPMENT: **\$ 13,453.33**

MATERIALS (INCLUDE SALES TAX IF APPLICABLE)

MATERIAL	QUANTITY	UNIT	UNIT PRICE	MATERIAL
HMA 12.5M64	190.29	TON	\$ 71.25	\$ 13,558.16
Crushed Millings	25.28	TON	\$ 16.00	\$ 404.48
Millings	25.53	TON	\$ 8.00	\$ 204.24

TOTAL MATERIAL: **\$ 14,166.88**

SUBCONTRACTORS

SUBCONTRACTORS	DESCRIPTION OF WORK	TOTAL PRICE	SUBS
Seashore Asphalt Corporation	Triaxle Dump Trucks	\$ 3,912.28	\$ 3,912.28

TOTAL SUBCONTRACTORS: **\$ 3,912.28**

TOTALS

DIRECT TOTALS
DIRECT LABOR
PAYROLL TAXES & INSURANCE
LABOR FRINGE BENEFITS
OWNED EQUIPMENT COST
SALES TAX ON OWNED EQUIP.
RENTAL EQUIPMENT
MATERIAL COST
SUBCONTRACTORS

APPLICABLE SALES TAX PCT. ON OWNED EQUIP.:	0%
--	----

TOTALS
\$ 6,674.72
\$ 1,383.15
\$ 3,630.04
\$ 13,453.33
\$ -
\$ -
\$ 14,166.88
\$ 3,912.28

TOTAL DIRECT COST: \$ 43,220.40

INDIRECT TOTALS	RATE
ALLOWABLE MARKUP ON SUBCONTRACTORS	5%
PROFIT	10%
OVERHEAD	15%
GENERAL LIABILITY INSURANCE*	\$ 3.79
EXCESS LIABILITY INSURANCE**	\$ 3.67

**Per \$1,000 of Revenue*

***Per \$1,000 of Revenue*

TOTALS
\$ 195.61
\$ 4,322.04
\$ 6,483.06
\$ 205.23
\$ 198.80

TOTAL INDIRECT COST: \$ 11,404.74

SUB-TOTAL: \$ 54,625.14
SALES TAX (IF APPLICABLE): \$ -
GRAND TOTAL: \$ 54,625.14



**South
State, Inc.**
General Contractors

Date: March 21, 2025

Friday

Weather: clear

MILL/PAVE CREW TIMESHEET

Foreman: Darren Welsh

Job #(s): 994 sherman ave watermain repair

Job Desc.(s): watermain repair sherman ave

Job No.:

994

994

Task:

milling

paving

Location:

sherman ave

sherman ave

Job Desc.(s): watermain repair sherman ave		No Lunch	Night Shift	Task:		milling		paving																Total Hours	
						Location:		sherman ave		sherman ave															
Employee Name	Labor Classification			Start	Finish	R	OT	R	OT	R	OT	R	OT	R	OT	R	OT	R	OT	R	OT	R	OT	R	OT
Steve Myers	LG - GENERAL FOREMAN			5pm	430am		5.00		6.50														0.00	11.50	
Darren Welsh	LF - LAB FOREMAN	☐	☒	5pm	430am		5.00		6.50														0.00	11.50	
nihad lindov	LB - LAB "B" RATE	☐	☒	5pm	330am		5.00		5.50														0.00	10.50	
brenden swistnow	LC - LAB "C" RATE	☐	☒	5pm	5am		5.00		7.00														0.00	12.00	
austin jones	LC - LAB "C" RATE	☐	☒	5pm	330am		5.00		5.50														0.00	10.50	
alex rivera	OA - OPR "A" RATE	☐	☒	330pm	330am		5.00		7.00														0.00	12.00	
james mcmaster 3	OB - OPR "B" RATE	☐	☒	5pm	530am		5.00		7.50														0.00	12.50	
		☐	☐																				0.00	0.00	
		☐	☐																				0.00	0.00	
		☐	☐																				0.00	0.00	
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		☐	☐																				0.00	0.00	
		☐	☐																				0.00	0.00	
		☐	☐																				0.00	0.00	
		☐	☐																				0.00	0.00	
		☐	☐																				0.00	0.00	
		☐	☐																				0.00	0.00	
Totals:						0.00	35.00	0.00	45.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.50	

PRODUCTIONS

Job Number	Task	Description	Payment Quantity	Unit	Area (SY)	Tons	Lift (in)	Road/Route	Lane Type	Start Sta.	End Sta.
994 sherman ave	milling	13" milling depth	255.00	sy	255.00		13.00	sherman ave		+	+
994 sherman ave	paving	hma 12.5m64				190.29	13.00	sherman ave		+	+
994 sherman ave	backfill	millings				25.53		sherman ave		+	+
994 sherman ave	backfill	crushed millings				25.28		sherman ave		+	+
										+	+
										+	+
										+	+
mill/paver		alex r								+	+
backhoe/rollers		james m								+	+

EQUIPMENT

Type	
Paver Size	10
# of Large Rollers	1
# of Small Rollers	1
MTV used?	
# of Milling Machines	1
NOTES:	
255 sy total 190.29 tons 12.5m64	

SOUTH STATE MATERIALS, LLC

Invoice

From : South State Materials, LLC
 P.O. Box 68
 Bridgeton, NJ 08302 US

Remit to: P.O. Box 68, Bridgeton, NJ 08302

Bill to: South State, Inc.
 P.O. Box 68
 Bridgeton, NJ 08302 US
 |||||

Ship to:
 P.O. Box 68
 Bridgeton, NJ 08302 US

Cust #	Job No	Description	Invoice #	Invoice Date	Due Date	Terms
1	SSI JOB #25-031	SSI JOB #25-031	84805	03/24/25	04/23/25	Net 30

Mth/Trans	Line	Description	Material	Unit Price	Quantity	Amount
03/25 750	1	HMA 12.5M64	125M64	71.25000	190.290	13,558.16
03/25 750	2	Crushed Millings	CRUSHMILLINGS	16.00000	25.280	404.48
03/25 750	3	Millings	MILLINGS	8.00000	25.530	204.24

Notes:

Total	14,166.88
Sales Tax	
Less Retainage	
Total Due	14,166.88

Remit to:



Invoice

84805

Information

Customer: South State Inc Date: 3/24/2025
 Project: 994 sherman ave water main repair vineland Phone #:
 Location: 25-031 Email:

Equipment

Date	Description	Hours	Rate
		0.00	

EQUIP	
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-

TOTAL EQUIPMENT: \$ -

Materials

Date	Material	Quantity	Unit	Unit Price
3/21/2025	12.5M64	190.29	Ton	\$ 71.25
3/21/2025	Crush Millings	25.28	Ton	\$ 16.00
3/21/2025	Millings	25.53	Ton	\$ 8.00
		241.10		

MATERIALS	
\$	13,558.16
\$	404.48
\$	204.24
\$	-
\$	-
\$	-

TOTAL MATERIAL: \$ 14,166.88

Totals

DIRECT TOTALS	
Equipment Cost	
Sales Tax On Equipment - If App.	6.6250%
Materials	
Sales Tax On Material - If App.	6.6250%

TOTALS	
\$	-
\$	-
\$	14,166.88

Grand Total: \$ 14,166.88



202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293426
Date: 3/21/25
Time: 10:52 pm
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:
PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: ZARCO
Truck ID: Z4823

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
73480 lb	29220 lb	44260 lb
36.74 TN	14.61 TN	22.13 TN

PRODUCT AND DAILY TOTALS

HMA 12.5M64	1 / Today
125M64	22.13 TN

Signature: _____



**South State
Materials, L.L.C.**

202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293427
Date: 3/21/25
Time: 10:53 pm
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:
PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: SEASHORE ASPHALT
Truck ID: s4874

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
73180 lb	28320*lb	44860 lb
36.59 TN	14.16*TN	22.43 TN

PRODUCT AND DAILY TOTALS

* = Manual Weight

HMA 12.5M64	2 / Today
125M64	44.56 TN

Signature: _____



**South State
Materials, LLC.**

202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293431
Date: 3/21/25
Time: 10:59 pm
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:
PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: ZARCO
Truck ID: Z4824

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
73520 lb	29220 lb	44300 lb
36.76 TN	14.61 TN	22.15 TN

PRODUCT AND DAILY TOTALS

HMA 12.5M64	3 / Today
125M64	66.71 TN

Signature: _____



**South State
Materials, L.L.C.**

202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293441
Date: 3/21/25
Time: 11:16 pm
*** Modified 293440
Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:
PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: SEASHORE ASPHALT
Truck ID: s5820

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
78000 lb	28700*lb	49300 lb
39.00 TN	14.35*TN	24.65 TN

PRODUCT AND DAILY TOTALS

* = Manual Weight

HMA 12.5M64	4 / Today
125M64	91.36 TN

Signature: _____



**South State
Materials, LLC.**

202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293457
Date: 3/22/25
Time: 12:07 am
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:
PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: ZARCO
Truck ID: Z4823

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
78560 lb	29220 lb	49340 lb
39.28 TN	14.61 TN	24.67 TN

PRODUCT AND DAILY TOTALS

HMA 12.5M64	5 / Today
125M64	116.03 TN

Signature: _____



202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293458
Date: 3/22/25
Time: 12:08 am
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:
PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: ZARCO
Truck ID: Z4824

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
78560 lb	29220 lb	49340 lb
39.28 TN	14.61 TN	24.67 TN

PRODUCT AND DAILY TOTALS

HMA 12.5M64	6 / Today
125M64	140.70 TN

Signature: _____



202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293487
Date: 3/22/25
Time: 2:15 am
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:

PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: SEASHORE ASPHALT
Truck ID: s4874

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
77760 lb	28320*lb	49440 lb
38.88 TN	14.16*TN	24.72 TN

* = Manual Weight

PRODUCT AND DAILY TOTALS

HMA 12.5M64	7 / Today
125M64	165.42 TN

Signature: _____



202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293488
Date: 3/22/25
Time: 2:24 am
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:
PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: SEASHORE ASPHALT
Truck ID: s5820

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
78440 lb	28700*lb	49740 lb
39.22 TN	14.35*TN	24.87 TN

PRODUCT AND DAILY TOTALS

* = Manual Weight

HMA 12.5M64	8 / Today
125M64	190.29 TN

Signature: _____



202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293397
Date: 3/21/25
Time: 9:10 pm
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:

PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: ZARCO
Truck ID: Z4824

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
79780 lb	29220 lb	50560 lb
39.89 TN	14.61 TN	25.28 TN

PRODUCT AND DAILY TOTALS

Crushed Millings 1 / Today
CRUSHMILLINGS 25.28 TN

Signature: _____



**South State
Materials, LLC.**

202 Reeves Road
Bridgeton, NJ 08302
856-451-5300
Weighmaster: William Pullia-31189

Ticket Number: 293399
Date: 3/21/25
Time: 9:16 pm
*** Delivery ***

CUSTOMER INFORMATION

ID: 2248
Name: Shane Bernhardt
Address: 202 Reeves Rd
Bridgeton, NJ 08302
Phone:

JOB INFORMATION

ID: 994
Name: 994 sherman ave water main repair vineland
Address:
PO#:

TRUCK AND CARRIER WEIGHTS

Carrier ID: SEASHORE ASPHALT
Truck ID: s5820

TRUCK WEIGHTS

<u>Gross</u>	<u>Stored Tare</u>	<u>Net</u>
79760 lb	28700*lb	51060 lb
39.88 TN	14.35*TN	25.53 TN

PRODUCT AND DAILY TOTALS

* = Manual Weight

Millings	1 / Today
MILLINGS	25.53 TN

Signature: _____



Invoice

From : **Seashore Asphalt Corporation**
2451 Route 610
Woodbine, NJ 08270 US

Remit to: P.O. Box 763, Bridgeton, NJ 08302

Bill to: **South State, Inc.**
P.O. Box 68
Bridgeton, NJ 08302 US
|||||

Ship to:
P.O. Box 68
Bridgeton, NJ 08302 US

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
1	25-031 VINELAND	69796	03/24/25	04/23/25		Net 30

Mth/Trans	Line	Description	Material	Unit Price	Quantity	Amount
03/25 626	1	Triaxle Dump (Non-Rate)	NR	90.00000	32.750	2,947.50
03/25 626	2	Triaxle Dump (Rate)	T	163.89000	4.750	778.48
03/25 626	3	Fuel Price Adjustment 5%	FPA	186.30000	1.000	186.30

Notes:

Total	3,912.28
Sales Tax	
Less Retainage	
Total Due	3,912.28



Invoice

69796

25-03

RESOLUTION NO. 2025- 162

A RESOLUTION AUTHORIZING AWARD OF A
CONTRACT TO INITIUM SOFTWARES, LLC, LAKE
MARY, FL, FOR ONBASE AND SHAREBASE RENEWAL.

WHEREAS, there exists a need for OnBase and ShareBase Renewal; and

WHEREAS, the City of Vineland has a need to acquire such service as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, the Director of Information Systems has recommended that a contract be awarded to Initium Softworks, LLC, Lake Mary, FL, for OnBase and ShareBase Renewal for the contract period January 1, 2025 to December 31, 2025 in an amount not to exceed \$70,811.37; and

WHEREAS, Initium Softworks, LLC has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Initium Softworks, LLC has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Initium Softworks, LLC from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that:

1. This contract is awarded without competitive bidding in accordance with 40A:11-5(1)(dd) of the Local Public Contracts Law for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software.
2. The Purchasing Agent be and the same is hereby authorized to issue contract to Initium Softworks, LLC, Lake Mary, FL, for OnBase and ShareBase Renewal for the contract period of January 1, 2025 to December 31, 2025 in an amount not to exceed \$70,811.37.
3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
4. Notice of this action shall be printed once in the Daily Journal.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS UNDER
40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

1. GOODS OR SERVICES (DETAILED DESCRIPTION): Initium Softworks OnBase & Sharebase Maintenance Renewal

2. TYPE: ☒ RFP ☐ RFQ NUMBER: _____

☒ NON-FAIR & OPEN (PAY TO PLAY DOUCMENTS REQUIRED)
☐ FAIR & OPEN: HOW WAS RFP ADVERTISED? _____
3. AMOUNT TO BE AWARDED: \$70,811.37
☐ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. BUDGETED ITEM: ☒ YES ☐ NO ACCOUNT NUMBER: 5-01-20-140-1104-23016 -\$28,324.55 
5. CAPITAL ORDINANCE: ☐ YES ☐ NO ORDINANCE NUMBER: _____
6. TRACKING ID(S): E930 COMMODITY CODE(S): _____
7. CONTRACT PERIOD (IF APPLICABLE): 12 Months
8. DATE TO BE AWARDED: 3/25/2025
9. RECOMMENDED VENDOR NAME AND ADDRESS: Initium Softworks LLC - 801 International Pkwy,
5th FL, Lake Mary, Florida 32746
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDE ADDITIONAL INFORMATION FOR COUNCIL):
See attached renewal quote

11. EVALUATION PERFORMED BY: Alanna Ocasio, Systems Analyst Trainee, 4689

(NAME, TITLE AND EXTENSION NUMBER)
12. APPROVED BY: 

SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
13. ATTACHMENTS: ☐ AWARDING PROPOSAL ☒ OTHER: Quote

COPY TO:
PurchasingOffice@vinelandcity.org

Renewal Quote

Quote # RE-10451



Initium SoftWorks LLC

Tax ID : 86-2895400
801 International PKWY 5th Floor
Lake Mary Florida 32746
U.S.A

Bill To

City of Vineland, NJ

PO Box 1508
Vineland
08362-1508 New Jersey

Quote Date : 14 Nov 2024

Due : Net 45

Ship To

City of Vineland, NJ
640 East Wood Street
Vineland
08360 New Jersey

Contract Start Date : 01 Jan 2025

Contract End Date : 31 Dec 2025

#	Item & Description	Qty	Rate	Amount
1	OnBase Maintenance Renewal SKU : OnBase Maint Renewal January 1, 2025 to December 31, 2025	1.00 Each	49,483.11	49,483.11
2	ShareBase SKU : SHAREBASE	1.00 Each	6,975.67	6,975.67
3	Automated Redaction Maintenance SKU : ARMPW1	1.00 Each	0.00	0.00
4	Document Composition Maintenance SKU : ADMPI1	1.00 Each	0.00	0.00
5	Document Import Processor Maintenance SKU : DPMPW1	1.00 Each	0.00	0.00
6	Integration for DocuSign eSignature Maintenance SKU : DXMPI1	5.00 Each	0.00	0.00

#	Item & Description	Qty	Rate	Amount
7	Keyword Updater SKU : KEYUPDATE	1.00 Each	0.00	0.00
8	Local Government Concurrent Client Maintenance SKU : GV-B-MU2-CTMPC1	15.00 Each	0.00	0.00
9	Local Government Enterprise Application Enabler (Maintenance) SKU : GV-B-MU2-AEMPI2	1.00 Each	0.00	0.00
10	Local Government Full-Text Indexing Concurrent Client for Autonomy IDOL (Maintenance) SKU : GV-B-MU2-IDMPC1	10.00 Each	0.00	0.00
11	Local Government Full-Text Indexing Named User Client for Autonomy IDOL (Maintenance) SKU : GV-B-MU2-IDMPN1	5.00 Each	0.00	0.00
12	Local Government Image Forms Maintenance SKU : GV-B-MU2-IMFMP12	1.00 Each	0.00	0.00
13	Local Government Integration for Microsoft Outlook Maintenance SKU : GV-B-MU2-OUTMPI1	1.00 Each	0.00	0.00
14	Local Government Licensing Bundle (Maintenance) SKU : GV-B-LOCAL-M	1.00 Each	0.00	0.00
15	Local Government Named User Client Maintenance SKU : GV-B-MU2-CTMPN1	8.00 Each	0.00	0.00
16	Local Government Production Document Imaging (Kofax or TWAIN) (Maintenance) SKU : GV-B-MU2-DIMPW2	5.00	0.00	0.00
17	Local Government Production Document Imaging (Kofax or TWAIN) (Maintenance) SKU : GV-B-MU2-DIMPW1	1.00 Each	0.00	0.00
18	Local Government Records Management (Maintenance) SKU : GV-B-MU2-RIMPI1	1.00 Each	0.00	0.00
19	Local Government Web Server Maintenance SKU : GV-B-MU2-WTMPW1	1.00 Each	0.00	0.00
20	Local Government Workflow Concurrent Client SL Maintenance SKU : GV-B-MU2-WLMPC1	9.00 Each	0.00	0.00
21	Local Government Workflow Named User Client SL Maintenance SKU : GV-B-MU2-WLMPN1	6.00 Each	0.00	0.00
22	Local Government Workview Concurrent Client SL Maintenance SKU : GV-B-MU2-VLMPC1	3.00 Each	0.00	0.00

#	Item & Description	Qty	Rate	Amount
23	Office Business Application Maintenance SKU : OBAMPI1	1.00 Each	0.00	0.00
24	OnBase Interaction with ShareBase (Maintenance) SKU : OSHMPI1	1.00 Each	0.00	0.00
25	PDF Framework Maintenance SKU : PDFMPI1	1.00 Each	0.00	0.00
26	Public Sector Constituency Web Access Maintenance SKU : GWMPI1	1.00 Each	0.00	0.00
27	Reporting Dashboards (Maintenance) SKU : RHMPI1	1.00 Each	0.00	0.00
28	Unity Automation API Maintenance SKU : UAMPI1	1.00 Each	0.00	0.00
29	Unity Forms Maintenance SKU : UFMPI1	1.00 Each	0.00	0.00
30	WorkView Concurrent Client SL (1-20) Maintenance SKU : VLMPC1	6.00 Each	0.00	0.00
31	OnBase Concurrent Client Subscription SKU : CTIPC_SUBS	5.00 Each	1,010.52	5,052.60
32	Local Government Concurrent Client SKU : GV-B-MU2-CTIPC1_SUBS Added January 2024 Prorated 2/1/25 to 12/31/24	1.00 Each	5,133.33	5,133.33
33	GV-B-MU2-DIIPW1_SUBS SKU : Local Government Production Document Imaging (Kofax or Twain) Added January 2024 Prorated 2/1/25 to 12/31/24	1.00 Each	4,166.66	4,166.66
Sub Total				70,811.37
Total				\$70,811.37

RESOLUTION NO. 2025- 163

A RESOLUTION AWARDING A CONTRACT TO THINK PAVERS HARDSCAPING, LLC, 125 KINGS HIGHWAY, MT. ROYAL, NJ FOR THE RESURFACING OF PARK AVENUE (QUIGLEY AVENUE AND WEST AVENUE), IN THE AMOUNT NOT TO EXCEED \$1,537,426.00.

WHEREAS, the City of Vineland has heretofore advertised for bids for the Resurfacing of Park Avenue, COV BID #2025-01, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on March 13, 2025, bids were received, duly opened and read aloud, being referred to the Business Administrator for tabulation, evaluation, report and recommendation; and

WHEREAS, the Business Administrator has, under date of April 1, 2025 submitted a written report and tabulation of the bids received and has recommended that a contract for the Resurfacing of Park Avenue (Quigley Avenue to West Avenue), be awarded to Think Pavers Hardscaping, LLC, 125 Kings Highway, Mt. Royal, NJ in the total amount not to exceed \$1,537,426.00, said bid being the lowest responsive responsible bid received and considered in the best interest of the City of Vineland; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said contract for the Resurfacing of Park Avenue (Quigley Avenue to West Avenue), COV BID #2025-01, be and the same is awarded to Think Pavers Hardscaping, LLC, 125 Kings Highway, Mt. Royal, NJ and their total bid in the amount of \$1,537,426.00, said bid being the lowest responsive responsible bid received and considered in the best interest of the City of Vineland, and the Purchasing Agent be and the same is hereby authorized and directed to issue purchase order contract for the same in behalf of the City; and

BE IT FURTHER RESOLVED that the award of contract authorized herein shall be contingent upon the concurrence of the State of New Jersey Department of Transportation.

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified that the funds for the contract to be awarded herein are available.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

April 1, 2025

REPORT TO: THE MAYOR AND COUNCIL

RE: Proposals Submitted to the Purchasing Agent 2/27/25

Dear Mayor and Members of Council:

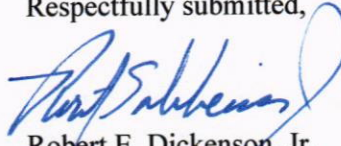
Submitted to you herewith for your consideration is our evaluation of the proposals submitted to the Purchasing Agent on February 27, 2025.

RESURFACING OF PARK AVENUE (QUIGLEY AVENUE TO WEST AVENUE),
COV BID #(2025-01)

It is the recommendation of the City Engineer, which has the concurrence of the Purchasing Agent and the Business Administrator that a contract be awarded to the lowest responsive responsible bidder, Think Pavers Hardscaping, LLC, Mt. Royal, NJ, in the total bid amount of \$1,537,426.00.

We trust that the above recommendation will receive your favorable consideration and that the recommended resolutions will be adopted as presented.

Respectfully submitted,



Robert E. Dickenson, Jr.
Business Administrator

RD/rl





BID EVALUATION FORM – AWARDING

DEPARTMENT: Engineering DATE: 3/19/25

The undersigned recommends that a contract be awarded for the following:

1. BID TITLE: Resurfacing of Park Avenue, Phase 1
2. BID NUMBER: 2025-01
3. AMOUNT TO BE AWARDED: \$1,537,426.00

☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE

4. ENGINEER'S ESTIMATE: \$1,758,931.56
5. AMOUNT BUDGETED: \$ \$1,758,931.56
6. ACCOUNT NUMBER TO BE CHARGED: G-02-58-800-2024-68000
7. TRACKING ID: _____ COMMODITY CODE: _____
8. DATE BIDS RECEIVED: 2/27/25
9. DATE TO BE AWARDED: 4/8/25
10. RECOMMENDED VENDOR NAME AND ADDRESS: Think Pavers Hardscaping, LLC
125 Kings Highway, Mt Royal, NJ 08061

11. IS RECOMMENDED VENDOR APPARENT LOWEST BIDDER? ☒ Yes ☐ No

12. COMMENTS/SPECIAL INSTRUCTIONS: Award concurrence required by NJDOT

13. EVALUATION PERFORMED BY: Michael Russo Ext 4092
(NAME, TITLE AND EXTENSION NUMBER)

14. APPROVED BY: David J. Maillet
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

15. ATTACHED: (CHECK-OFF LIST)

- ☒ Tabulation of Bids
- ☐ Justification for Recommendation (if applicable)
- ☐ Evaluation Data (if applicable)

PURCHASING AGENT RECOMMENDATION AWARD
COV BID # 2025-01

Proposals were received and opened Thursday, March 13, 2025 at 2:00 PM for Resurfacing of Park Avenue from the following:

Think Pavers Hardscaping LLC	\$1,537,426.00
Lexa Concrete, LLC	\$1,591,533.68
South State, Inc.	\$1,628,805.50
Paving Plus, LLC	\$1,717,376.18
Richard E. Pierson Constr.	\$1,728,476.90
Charles Marandino, LLC	\$3,126,467,898.00

Comments: All bidders submitted required documents.

Recommendation: Award can be made to Think Pavers Hardscaping LLC as they submitted the lowest responsive responsible bid. The department needs to review the proposals to make sure they meet the specifications and have the required documents needed for Federal projects.

Jeanine N. Meneghetti, QPA
Purchasing Agent

TABULATION OF BID COV 2025-01
RESURFACING OF PARK AVE. (QUIGLEY AVE. & WEST AVE.)
MARCH 13, 2025

Engineers Estimate - \$1,767,539.06

	Think Pavers Hardscaping LLC 125 Kings Highway Mt. Royal, NJ 08061	Lexa Concrete, LLC 11 Commerce Way Hammononton, NJ 08037	South State, Inc. PO Box 68 Bridgeton, NJ 08302	Paving Plus, LLC PO Box 464 Glassboro, NJ 08028	Richard e. Pierson Constr. 426 Swedesboro Rd. Pilesgrove, NJ 08098
BB, CAC, CEC	BB 10%	BB 10%	BB 10%	BB 10%	BB 10%
Surty	YES	YES	YES	YES	YES
Ownership Disclosure	YES	YES	YES	YES	YES
Affirm. Action	YES	YES	YES	YES	YES
Check List	YES	YES	YES	YES	YES
Proposal	YES	YES	YES	YES	YES
Acknowledgement of Addenda	YES	YES	YES	YES	YES
Iran Disclosure	YES	YES	YES	YES	YES
TOTAL BID	\$1,837,426.00	\$1,591,533.68	\$1,628,805.50	\$1,717,376.18	\$1,728,476.90
CORRECT TOTAL					

Charles Marandino LLC 233 Main Avenue Milford, NJ 08340
BB 10%
YES
YES
YES
YES
YES
YES
YES
YES
\$1,542,898.00
\$3,126,467,898.00

CITY OF VINELAND
RESURFACING OF PARK AVENUE BETWEEN GUGLEY AVENUE AND N. WEST AVENUE
BID TABULATION

BID OPENING DATE February 27, 2025

CONTRACT INFORMATION			ENGINEER'S ESTIMATE			THINK PAVERS HARDSCAPING, LLC.			LEXA CONCRETE, LLC.			SOUTH STATE, INC.			PAVING PLUS, LLC.						
ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	ENG. EST. UNIT PRICE	ENG. EST. TOTAL	NO. UNIT PRICE	NO. TOTAL	% OF ENG. EST.	% DIFFERENCE (CONTRACTOR - ESTIMATE)	NO. UNIT PRICE	NO. TOTAL	% OF ENG. EST.	% DIFFERENCE (CONTRACTOR - ESTIMATE)	NO. UNIT PRICE	NO. TOTAL	% OF ENG. EST.	% DIFFERENCE (CONTRACTOR - ESTIMATE)	NO. UNIT PRICE	NO. TOTAL	% OF ENG. EST.	% DIFFERENCE (CONTRACTOR - ESTIMATE)
1.1.1	CONSTRUCTION SIGNS	SF	400	\$20.00	\$ 8,000.00	\$ 5.00	\$ 2,000.00	25.00%	(\$6,000.00)	\$ 13.00	\$ 5,200.00	65.00%	(\$2,800.00)	\$ 0.01	\$ 4.00	0.00%	(\$1,996.00)	\$ 1.00	\$ 400.00	5.00%	(\$7,600.00)
1.1.2	TRAFFIC CONES	UNIT	200	\$20.00	\$ 4,000.00	\$ 20.00	\$ 4,000.00	100.00%	\$1,200.00	\$ 17.00	\$ 3,400.00	85.00%	(\$600.00)	\$ 0.01	\$ 2.00	0.00%	(\$1,998.00)	\$ 1.00	\$ 200.00	5.00%	(\$3,800.00)
1.1.3	TRAFFIC DRUMS	UNIT	20	\$50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00	150.00%	\$50.00	\$ 1.00	\$ 20.00	2.00%	(\$980.00)	\$ 0.01	\$ 0.20	0.02%	(\$999.80)	\$ 1.00	\$ 20.00	2.00%	(\$980.00)
1.1.4	BARRECADES	UNIT	20	\$100.00	\$ 2,000.00	\$ 135.00	\$ 2,700.00	135.00%	\$700.00	\$ 1.00	\$ 20.00	1.00%	(\$1,980.00)	\$ 0.01	\$ 0.20	0.01%	(\$1,999.80)	\$ 1.00	\$ 20.00	1.00%	(\$1,980.00)
1.1.5	TRAFFIC DIRECTOR, FLAGGER	HR	500	\$83.28	\$ 41,640.00	\$ 83.28	\$ 41,640.00	100.00%	\$0.00	\$ 83.28	\$ 41,640.00	100.00%	\$0.00	\$ 90.78	\$ 45,360.00	109.01%	\$3,720.00	\$ 83.28	\$ 41,640.00	100.00%	\$0.00
1.1.6	VARIABLE MESSAGE SIGNS	UNIT	6	\$6,000.00	\$ 36,000.00	\$ 3,150.00	\$ 18,900.00	52.50%	(\$17,100.00)	\$ 3,600.00	\$ 21,600.00	60.00%	(\$14,400.00)	\$ 100.00	\$ 600.00	1.67%	(\$15,400.00)	\$ 2,000.00	\$ 12,000.00	33.33%	(\$24,000.00)
1.1.8	TRAFFIC CONTROL, TRUCK WITH MOUNTED CRASH CUSHION	UNIT	2	\$15,000.00	\$ 30,000.00	\$ 4,500.00	\$ 9,000.00	30.00%	(\$21,000.00)	\$ 5,000.00	\$ 10,000.00	33.33%	(\$20,000.00)	\$ -	\$ -	-	(\$20,000.00)	\$ 5,000.00	\$ 10,000.00	33.33%	(\$20,000.00)
2.1.1	CLEARING SITE (NOT TO EXCEED 1% OF TOTAL CONTRACT AMOUNT)	LS	1	\$12,739.96	\$ 12,739.96	\$ 5,999.40	\$ 5,999.40	47.08%	(\$6,740.56)	\$ 25,000.00	\$ 25,000.00	30.22%	(\$12,739.96)	\$ 80,000.00	\$ 80,000.00	63.06%	\$2,739.96	\$ 85,000.00	\$ 85,000.00	67.56%	\$2,260.04
3.2.1	4"X18" CONCRETE VERTICAL CURB	LF	2,904	\$38.00	\$ 110,352.00	\$ 35.00	\$ 101,640.00	92.11%	(\$8,712.00)	\$ 55.00	\$ 159,720.00	144.74%	\$48,080.00	\$ 50.00	\$ 145,200.00	131.58%	\$34,848.00	\$ 64.00	\$ 185,856.00	168.42%	\$75,504.00
3.2.3	8" CONCRETE CURB AND OUTER MOLDING	LF	2,378	\$75.00	\$ 178,350.00	\$ 44.00	\$ 104,632.00	58.67%	(\$73,718.00)	\$ 75.00	\$ 178,350.00	100.00%	\$0.00	\$ 85.00	\$ 201,150.00	112.67%	\$16,800.00	\$ 84.00	\$ 199,752.00	112.00%	\$21,600.00
3.3.1	CONCRETE SIDEWALK, 4" THICK	SY	5,313	\$115.00	\$ 611,095.00	\$ 89.00	\$ 472,617.00	77.33%	(\$138,478.00)	\$ 114.00	\$ 605,682.00	99.13%	(\$15,413.00)	\$ 115.00	\$ 611,095.00	100.00%	\$0.00	\$ 132.00	\$ 703,356.00	114.71%	\$22,321.00
3.3.2	CONCRETE SIDEWALK, REINFORCED, 4" THICK	SY	537	\$120.00	\$ 64,440.00	\$ 138.00	\$ 74,046.00	115.83%	\$9,606.00	\$ 120.00	\$ 64,440.00	100.00%	\$0.00	\$ 115.00	\$ 61,735.00	95.83%	(\$2,705.00)	\$ 138.00	\$ 74,046.00	115.00%	\$8,661.00
3.3.3	CONCRETE DRIVEWAYS, REINFORCED, 4" THICK	SY	181	\$120.00	\$ 21,720.00	\$ 132.00	\$ 23,892.00	110.00%	\$2,172.00	\$ 120.00	\$ 21,720.00	100.00%	\$0.00	\$ 115.00	\$ 20,815.00	95.83%	(\$905.00)	\$ 138.00	\$ 24,978.00	115.00%	\$3,258.00
3.3.4	CONCRETE DRIVEWAYS, REINFORCED, 10" THICK	SY	250	\$135.00	\$ 33,750.00	\$ 168.00	\$ 42,000.00	124.44%	\$8,250.00	\$ 140.00	\$ 35,000.00	103.70%	\$1,250.00	\$ 115.00	\$ 28,750.00	86.19%	(\$5,000.00)	\$ 168.00	\$ 42,000.00	124.44%	\$8,250.00
3.3.6	CONCRETE ROCKER, OUTER, REINFORCED, 10" THICK, 3' WIDE	SY	19	\$160.00	\$ 3,040.00	\$ 297.00	\$ 5,643.00	185.63%	\$2,603.00	\$ 220.00	\$ 4,180.00	137.50%	\$1,140.00	\$ 135.00	\$ 2,565.00	84.38%	(\$475.00)	\$ 255.00	\$ 4,845.00	159.38%	\$1,805.00
3.4.1	PUBLIC SIDEWALK CURB RAMP DELINEATION (CAST IRON TRUNCATED DOME CASTINGS)	UNIT	4	\$500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	100.00%	\$0.00	\$ 400.00	\$ 1,600.00	80.00%	(\$400.00)	\$ 325.00	\$ 1,300.00	65.00%	(\$170.00)	\$ 525.00	\$ 2,100.00	105.00%	\$100.00
4.3.1	12" DIA. REINFORCED CONCRETE PIPE, CLASS V, 4' DEPTH	LF	52	\$190.00	\$ 9,880.00	\$ 151.00	\$ 7,852.00	100.67%	\$528.00	\$ 260.00	\$ 13,520.00	137.33%	\$5,720.00	\$ 200.00	\$ 10,400.00	105.33%	\$2,800.00	\$ 266.00	\$ 13,732.00	139.67%	\$7,540.00
4.3.2	12" DIA. REINFORCED CONCRETE PIPE, CLASS V, 4' DEPTH	LF	784	\$175.00	\$ 137,200.00	\$ 201.00	\$ 157,584.00	114.86%	\$20,384.00	\$ 150.00	\$ 117,600.00	85.71%	(\$19,600.00)	\$ 180.00	\$ 140,400.00	91.43%	(\$11,790.00)	\$ 152.00	\$ 119,168.00	86.86%	(\$18,032.00)
4.8.1	RECONSTRUCT INLETS	UNIT	2	\$2,500.00	\$ 5,000.00	\$ 2,700.00	\$ 5,400.00	108.00%	\$400.00	\$ 1,000.00	\$ 2,000.00	40.00%	(\$3,000.00)	\$ 1,200.00	\$ 2,400.00	48.00%	(\$2,600.00)	\$ 1,800.00	\$ 3,600.00	72.00%	(\$1,200.00)
4.8.2	RECONSTRUCT MANHOLES	UNIT	3	\$2,500.00	\$ 7,500.00	\$ 3,300.00	\$ 9,900.00	132.00%	\$4,600.00	\$ 1,200.00	\$ 3,600.00	48.00%	(\$3,000.00)	\$ 1,200.00	\$ 3,600.00	48.00%	(\$3,000.00)	\$ 1,800.00	\$ 5,400.00	72.00%	(\$1,600.00)
4.10.1	RESET CASTINGS	UNIT	12	\$800.00	\$ 9,600.00	\$ 167.00	\$ 2,004.00	21.81%	(\$7,596.00)	\$ 400.00	\$ 4,800.00	50.00%	(\$4,800.00)	\$ 100.00	\$ 1,200.00	12.50%	(\$8,400.00)	\$ 150.00	\$ 1,800.00	30.00%	(\$4,200.00)
4.11.1	RESET VALVE BOXES	UNIT	13	\$100.00	\$ 1,300.00	\$ 43.00	\$ 559.00	43.00%	(\$741.00)	\$ 100.00	\$ 1,300.00	100.00%	\$0.00	\$ 1.00	\$ 13.00	1.00%	(\$1,287.00)	\$ 150.00	\$ 1,950.00	150.00%	\$690.00
4.12.2	REPLACE INLET CASTINGS, GRATES & CURB (PIECES TYPE B)	UNIT	3	\$2,500.00	\$ 7,500.00	\$ 1,400.00	\$ 4,200.00	56.00%	(\$3,300.00)	\$ 1,200.00	\$ 3,600.00	48.00%	(\$3,900.00)	\$ 1,000.00	\$ 3,000.00	40.00%	(\$4,500.00)	\$ 1,900.00	\$ 5,700.00	76.00%	(\$1,800.00)
4.12.4	REPLACE MANHOLE CASTINGS & COVERS	UNIT	3	\$2,500.00	\$ 7,500.00	\$ 854.00	\$ 2,562.00	34.16%	(\$4,938.00)	\$ 1,300.00	\$ 3,900.00	52.00%	(\$3,600.00)	\$ 500.00	\$ 1,500.00	20.00%	(\$6,000.00)	\$ 1,500.00	\$ 4,500.00	60.00%	(\$3,000.00)
5.1.1	SAWCUTTING (HMA)	LF	274	\$2.00	\$ 548.00	\$ 3.50	\$ 959.00	175.00%	\$411.00	\$ 3.00	\$ 822.00	150.00%	\$274.00	\$ 2.00	\$ 548.00	100.00%	\$0.00	\$ 1.00	\$ 274.00	50.00%	(\$274.00)
5.2.3	ROADWAY EXCAVATION, UNCLASSIFIED (IF AND WHERE)	CY	100	\$23.00	\$ 2,300.00	\$ 46.00	\$ 4,600.00	200.00%	\$2,300.00	\$ 1.00	\$ 100.00	4.35%	(\$2,200.00)	\$ 1.00	\$ 100.00	4.35%	(\$2,200.00)	\$ 20.00	\$ 2,000.00	86.96%	(\$300.00)
5.5.4	MILLING OF HMA, 4" AVERAGE DEPTH	SY	17,781	\$5.00	\$ 88,905.00	\$ 3.00	\$ 53,343.00	60.00%	(\$35,562.00)	\$ 6.00	\$ 106,686.00	120.00%	\$17,781.00	\$ 9.50	\$ 168,919.50	190.00%	\$80,014.50	\$ 4.00	\$ 71,124.00	80.00%	(\$17,781.00)
5.5.5	MILLING OF HMA, ADDITIONAL DEPTH, 2" 4" OVER 4" AVERAGE DEPTH	SY	800	\$10.00	\$ 8,000.00	\$ 8.00	\$ 6,400.00	80.00%	(\$1,600.00)	\$ 5.75	\$ 4,600.00	57.50%	(\$3,250.00)	\$ 9.50	\$ 7,600.00	95.00%	(\$300.00)	\$ 6.50	\$ 5,200.00	65.00%	(\$2,700.00)
6.1.1	DENSE GRADED AGGREGATE BASE COURSE (RECYCLED CONCRETE, IF AND WHERE)	CY	100	\$42.00	\$ 4,200.00	\$ 91.00	\$ 9,100.00	216.67%	\$4,900.00	\$ 25.00	\$ 2,500.00	59.52%	(\$1,700.00)	\$ 50.00	\$ 5,000.00	119.05%	\$800.00	\$ 20.00	\$ 2,000.00	47.62%	(\$2,200.00)
7.1.1	HOT MIX ASPHALT 1 1/2" INCH BASE COURSE, 2" THICK	TON	2,453	\$110.00	\$ 269,830.00	\$ 100.00	\$ 245,300.00	90.91%	(\$24,530.00)	\$ 91.00	\$ 223,223.00	82.73%	(\$46,607.00)	\$ 100.00	\$ 245,300.00	90.91%	(\$24,530.00)	\$ 92.00	\$ 225,672.00	83.64%	(\$44,154.00)
7.1.4	HOT MIX ASPHALT 1 1/2" INCH SURFACE COURSE, 2" THICK	TON	2,453	\$110.00	\$ 269,830.00	\$ 117.00	\$ 286,701.00	106.36%	\$16,871.00	\$ 96.00	\$ 235,488.00	87.27%	(\$34,342.00)	\$ 100.00	\$ 245,300.00	90.91%	(\$24,530.00)	\$ 96.00	\$ 242,847.00	90.05%	(\$26,963.00)
7.1.7	HOT MIX ASPHALT 1 1/2" INCH SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK	TON	30	\$127.00	\$ 3,810.00	\$ 161.88	\$ 4,856.40	127.49%	\$1,046.40	\$ 350.00	\$ 10,500.00	275.59%	\$6,690.00	\$ 400.00	\$ 12,000.00	314.96%	\$8,190.00	\$ 123.00	\$ 3,690.00	96.85%	(\$120.00)
7.6.1	ASPHALT PRICE ADJUSTMENT	DOLLAR	50,000	\$1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	100.00%	\$0.00	\$ 1.00	\$ 50,000.00	100.00%	\$0.00	\$ 1.00	\$ 50,000.00	100.00%	\$0.00	\$ 1.00	\$ 50,000.00	100.00%	\$0.00
7.6.2	FUEL PRICE ADJUSTMENT	DOLLAR	25,000	\$1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	100.00%	\$0.00	\$ 1.00	\$ 25,000.00	100.00%	\$0.00	\$ 1.00	\$ 25,000.00	100.00%	\$0.00	\$ 1.00	\$ 25,000.00	100.00%	\$0.00
8.1.1	TOPSOILING, 4" THICK	SY	4,500	\$5.00	\$ 22,500.00	\$ 14.00	\$ 63,000.00	280.00%	\$40,500.00	\$ 6.00	\$ 27,000.00	120.00%	\$4,500.00	\$ 0.01	\$ 45.00	0.20%	(\$22,455.00)	\$ 1.00	\$ 4,500.00	20.00%	(\$18,000.00)
8.2.1	FERTILIZING AND SEEDING, TYPE A	SY	4,500	\$3.00	\$ 13,500.00	\$ 0.01	\$ 45.00	0.33%	(\$13,455.00)	\$ 0.50	\$ 2,250.00	16.67%	(\$11,250.00)	\$ 0.01	\$ 45.00	0.33%	(\$13,455.00)	\$ 1.00	\$ 4,500.00	33.33%	(\$9,000.00)
8.3.1	STRAW MULCHING	SY	4,500	\$2.00	\$ 9,000.00	\$ 0.01	\$ 45.00	0.50%	(\$8,955.00)	\$ 0.50	\$ 2,250.00	25.00%	(\$6,750.00)	\$ 0.01	\$ 45.00	0.50%	(\$8,955.00)	\$ 1.00	\$ 4,500.00	50.00%	(\$4,500.00)
8.4.6	REMOVE EXISTING TREES (10" TO 40" DIAMETER)	UNIT	1	\$2,500.00	\$ 2,500.00	\$ 8,100.00	\$ 8,100.00	324.00%	\$5,600.00	\$ 3,500.00	\$ 3,500.00	140.00%	\$1,000.00	\$ 1,850.00	\$ 1,850.00	74.00%	(\$650.00)	\$ 5,000.00	\$ 5,000.00	200.00%	\$2,500.00
8.4.8	REMOVE EXISTING TREE STUMPS	UNIT	1	\$750.00	\$ 750.00	\$ 472.00	\$ 472.00	61.87%	(\$278.00)	\$ 300.00	\$ 300.00	40.00%	(\$450.00)	\$ 500.00	\$ 500.00	66.67%	(\$250.00)	\$ 5,000.00	\$ 5,000.00	666.67%	\$4,250.00

CITY OF VINELAND
RESURFACING OF PARK AVENUE BETWEEN GUILDFORD AVENUE AND N. WEST AVENUE
BID TABULATION
BID OPENING DATE February 27, 2025

CONTRACT INFORMATION				ENGINEER'S ESTIMATE		THINK PAVERS HARDSCAPING, LLC.				LEXA CONCRETE, LLC.				SOUTH STATE, INC.				PAYING PLUS, LLC.			
ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	ENG. EST. UNIT PRICE	ENG. EST. TOTAL	BID UNIT PRICE	BID TOTAL	% OF ENG. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)	BID UNIT PRICE	BID TOTAL	% OF ENG. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)	BID UNIT PRICE	BID TOTAL	% OF ENG. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)	BID UNIT PRICE	BID TOTAL	% OF ENG. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)
8.5.2	ORNAMENTAL TREE, TARTAGAN MAPLE (ACER TARTAGANUM, 1 1/2" - 2" CAL.)	UNIT	10	\$2,500.00	\$ 25,000.00	\$ 1,000.00	\$ 10,000.00	40.00%	(\$15,000.00)	\$ 500.00	\$ 5,000.00	20.00%	(\$20,000.00)	\$ 750.00	\$ 7,500.00	30.00%	(\$17,500.00)	\$ 1,200.00	\$ 12,000.00	48.00%	(\$13,000.00)
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF	7,992	\$0.60	\$ 4,795.20	\$ 0.60	\$ 4,795.20	100.00%		\$ 0.64	\$ 5,114.88	106.67%	\$319.68	\$ 0.64	\$ 5,114.88	106.67%	\$319.68	\$ 0.74	\$ 5,914.08	123.33%	\$1,118.88
13.1.4	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF	57	\$1.20	\$ 68.40	\$ 2.00	\$ 114.00	166.67%	\$45.60	\$ 1.00	\$ 57.00	83.33%	(\$11.40)	\$ 0.96	\$ 54.72	80.00%	(\$13.68)	\$ 1.10	\$ 62.70	91.67%	(\$5.70)
13.1.8	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" WHITE	LF	430	\$1.60	\$ 1,008.00	\$ 1.00	\$ 430.00	62.50%	(\$578.00)	\$ 1.28	\$ 806.40	80.00%	(\$201.60)	\$ 1.28	\$ 806.40	80.00%	(\$201.60)	\$ 1.40	\$ 913.50	90.62%	(\$94.50)
13.2.4	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE	LF	146	\$5.00	\$ 730.00	\$ 5.00	\$ 730.00	100.00%		\$ 5.40	\$ 788.40	106.00%	\$58.40	\$ 5.40	\$ 788.40	106.00%	\$58.40	\$ 6.00	\$ 876.00	120.00%	\$146.00
13.3.1	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, LEFT ARROW, WHITE	UNIT	15	\$110.00	\$ 1,650.00	\$ 126.00	\$ 1,890.00	114.55%	\$240.00	\$ 110.00	\$ 1,650.00	100.00%		\$ 110.00	\$ 1,650.00	100.00%		\$ 125.00	\$ 1,875.00	113.64%	\$225.00
13.3.2	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, RIGHT ARROW, WHITE	UNIT	1	\$110.00	\$ 110.00	\$ 126.00	\$ 126.00	114.55%	\$16.00	\$ 110.00	\$ 110.00	100.00%		\$ 110.00	\$ 110.00	100.00%		\$ 125.00	\$ 125.00	113.64%	\$15.00
13.3.3	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, STRAIGHT ARROW, WHITE	UNIT	3	\$110.00	\$ 330.00	\$ 126.00	\$ 378.00	114.55%	\$48.00	\$ 110.00	\$ 330.00	100.00%		\$ 110.00	\$ 330.00	100.00%		\$ 125.00	\$ 375.00	113.64%	\$45.00
13.3.4	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, COMBINATION ARROW, WHITE	UNIT	4	\$220.00	\$ 880.00	\$ 252.00	\$ 1,008.00	114.55%	\$128.00	\$ 175.00	\$ 700.00	79.55%	(\$180.00)	\$ 175.00	\$ 700.00	79.55%	(\$180.00)	\$ 200.00	\$ 800.00	90.91%	(\$80.00)
13.3.9	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, "ONLY" LEGEND, WHITE	UNIT	12	\$150.00	\$ 1,800.00	\$ 189.00	\$ 2,268.00	126.00%	\$468.00	\$ 130.00	\$ 1,560.00	86.67%	(\$240.00)	\$ 128.00	\$ 1,536.00	85.33%	(\$264.00)	\$ 145.00	\$ 1,740.00	96.67%	(\$50.00)
13.8.1	RPM, BI-DIRECTIONAL, YELLOW LENS	UNIT	50	\$35.00	\$ 1,750.00	\$ 34.00	\$ 1,700.00	97.14%	(\$50.00)	\$ 36.00	\$ 1,800.00	102.86%	\$50.00	\$ 35.20	\$ 1,760.00	100.57%	\$10.00	\$ 40.00	\$ 2,000.00	114.29%	\$250.00
13.8.2	RPM, BI-DIRECTIONAL, BLUE LENS	UNIT	6	\$35.00	\$ 210.00	\$ 34.00	\$ 204.00	97.14%	(\$6.00)	\$ 36.00	\$ 216.00	102.86%	\$6.00	\$ 35.20	\$ 211.20	100.57%	\$1.20	\$ 40.00	\$ 240.00	114.29%	\$30.00
13.8.3	RPM, MONO-DIRECTIONAL, WHITE LENS	UNIT	13	\$35.00	\$ 455.00	\$ 34.00	\$ 442.00	97.14%	(\$13.00)	\$ 36.00	\$ 468.00	102.86%	\$13.00	\$ 35.20	\$ 457.60	100.57%	\$2.40	\$ 40.00	\$ 520.00	114.29%	\$65.00
13.8.4	RPM, BI-DIRECTIONAL, WHITERED LENS	UNIT	47	\$35.00	\$ 1,645.00	\$ 34.00	\$ 1,598.00	97.14%	(\$47.00)	\$ 36.00	\$ 1,692.00	102.86%	\$47.00	\$ 35.20	\$ 1,654.40	100.57%	\$9.40	\$ 40.00	\$ 1,880.00	114.29%	\$235.00
14.1.1	TRAFFIC SIGN, TYPE GA, STEEL "V" POST	BF	157	\$55.00	\$ 8,635.00	\$ 42.00	\$ 6,594.00	76.36%	(\$2,041.00)	\$ 40.00	\$ 6,280.00	72.73%	(\$2,355.00)	\$ 40.00	\$ 6,280.00	72.73%	(\$2,355.00)	\$ 50.00	\$ 7,850.00	90.91%	(\$785.00)
TOTAL ESTIMATED PROJECT COSTS				\$ 1,758,931.56		\$ 1,637,426.00				\$ 1,691,633.68				\$ 1,628,806.50				\$ 1,717,376.18			

CITY OF VINELAND
RESURFACING OF PARK AVENUE BETWEEN GUGLEY AVENUE AND N. WEST AVENUE
BIO TABULATION
BIO OPENING DATE February 27, 2025

CONTRACT INFORMATION				ENGINEER	RICHARD E. PIERSON CONSTRUCTION CO., INC.				CHARLES MARANDINO, LLC			
ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	ENGL EST UNIT PRICE	BID UNIT PRICE	BID TOTAL	% OF ENGL EST.	% DIFFERENCE (CONTRACTOR - ESTIMATE)	BID UNIT PRICE	BID TOTAL	% OF ENGL EST.	% DIFFERENCE (CONTRACTOR - ESTIMATE)
1.1.1	CONSTRUCTION SIGNS	SF	400	\$20.00	\$ 12.50	\$ 5,000.00	62.50%	(\$3,000.00)	\$ 12.00	\$ 4,800.00	60.00%	(\$3,200.00)
1.1.2	TRAFFIC CONES	UNIT	200	\$20.00	\$ 0.01	\$ 2.00	0.05%	(\$3,998.00)	\$ 1.00	\$ 200.00	5.00%	(\$3,800.00)
1.1.3	TRAFFIC DRUMS	UNIT	20	\$50.00	\$ 0.01	\$ 0.20	0.02%	(\$99.80)	\$ 1.00	\$ 20.00	2.00%	(\$98.00)
1.1.4	BARRICADES	UNIT	20	\$100.00	\$ 0.01	\$ 0.20	0.01%	(\$1,999.80)	\$ 1.00	\$ 20.00	1.00%	(\$1,980.00)
1.1.5	TRAFFIC DIRECTOR, FLAGGER	HOURL	500	\$43.28	\$ 90.78	\$ 45,390.00	109.01%	\$3,750.00	\$ 83.28	\$ 41,640.00	100.00%	
1.1.6	VARIABLE MESSAGE SIGNS	UNIT	6	\$6,000.00	\$ 2,400.00	\$ 14,400.00	40.00%	(\$21,600.00)	\$ 3,300.00	\$ 19,800.00	55.00%	(\$16,200.00)
1.1.8	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UNIT	2	\$15,000.00		\$ -		(\$15,000.00)	\$ 1,000.00	\$ 2,000.00	6.67%	(\$12,000.00)
2.1.1	CLEARING SITE (NOT TO EXCEED 5% OF TOTAL CONTRACT AMOUNT)	LS	1	\$42,739.96	\$ 86,000.00	\$ 86,000.00	103.04%	\$3,260.05	\$ 53,000.00	\$ 53,000.00	64.00%	(\$12,739.96)
3.2.1	4"X14" CONCRETE VERTICAL CURB	LF	2,904	\$34.00	\$ 52.00	\$ 151,008.00	136.64%	\$40,656.00	\$ 42.00	\$ 121,968.00	110.53%	\$11,616.00
3.2.3	6" CONCRETE CURB AND GUTTER, MONOLITHIC	LF	2,378	\$73.00	\$ 68.00	\$ 161,704.00	90.61%	(\$16,646.00)	\$ 79.00	\$ 187,862.00	105.33%	\$9,512.00
3.3.1	CONCRETE SIDEWALK, 6" THICK	SY	1,313	\$115.00	\$ 114.00	\$ 149,662.00	99.13%	(\$1,313.00)	\$ 118.00	\$ 154,834.00	102.61%	\$3,939.00
3.3.2	CONCRETE SIDEWALK, REINFORCED, 6" THICK	SY	537	\$120.00	\$ 121.00	\$ 64,877.00	100.83%	\$537.00	\$ 122.00	\$ 65,514.00	101.67%	\$1,074.00
3.3.3	CONCRETE DRIVEWAYS, REINFORCED, 6" THICK	SY	181	\$120.00	\$ 116.00	\$ 20,896.00	96.67%	(\$724.00)	\$ 122.00	\$ 22,082.00	101.67%	\$362.00
3.3.4	CONCRETE DRIVEWAYS, REINFORCED, 10" THICK	SY	250	\$125.00	\$ 120.00	\$ 30,000.00	88.80%	(\$3,750.00)	\$ 126.00	\$ 31,500.00	89.33%	(\$2,250.00)
3.3.6	CONCRETE ROCKER GUTTER, REINFORCED, 6" THICK, 3" WIDE	SY	19	\$180.00	\$ 136.00	\$ 2,584.00	85.00%	(\$456.00)	\$ 180.00	\$ 3,420.00	112.50%	\$380.00
3.4.1	PUBLIC SIDEWALK CURB RAMP DELINEATIONS (CAST IRON TRUNCATED CONE CASTINGS)	UNIT	4	\$500.00	\$ 136.00	\$ 544.00	27.20%	(\$1,456.00)	\$ 300.00	\$ 1,200.00	60.00%	(\$400.00)
4.2.1	18" DIA. REINFORCED CONCRETE PIPE, CLASS V, 4'-0" DEPTH	LF	52	\$150.00	\$ 340.00	\$ 17,680.00	226.67%	\$9,880.00	\$ 340.00	\$ 17,882.00	230.67%	\$10,182.00
4.2.2	18" DIA. REINFORCED CONCRETE PIPE, CLASS V, 4'-0" DEPTH	LF	764	\$175.00	\$ 130.00	\$ 101,620.00	74.29%	(\$35,280.00)	\$ 132.00	\$ 103,488.00	75.43%	(\$33,712.00)
4.8.1	RECONSTRUCT INLETS	UNIT	2	\$2,300.00	\$ 800.00	\$ 1,600.00	32.00%	(\$3,400.00)	\$ 1,120.00	\$ 2,240.00	44.80%	(\$2,760.00)
4.8.2	RECONSTRUCT MANHOLES	UNIT	3	\$2,800.00	\$ 800.00	\$ 2,400.00	32.00%	(\$5,100.00)	\$ 1,064.00	\$ 3,192.00	42.56%	(\$4,308.00)
4.10.1	RESET CASTINGS	UNIT	12	\$500.00	\$ 450.00	\$ 5,400.00	90.00%	(\$500.00)	\$ 200.00	\$ 2,400.00	40.00%	(\$3,600.00)
4.11.1	RESET VALVE BOXES	UNIT	13	\$100.00	\$ 110.00	\$ 1,430.00	110.00%	\$130.00	\$ 1.00	\$ 13.00	1.00%	(\$1,287.00)
4.12.2	REPLACE INLET CASTINGS, GRATES & CURB PIECES, TYPE B	UNIT	3	\$2,300.00	\$ 1,550.00	\$ 4,650.00	62.00%	(\$2,850.00)	\$ 1,310.00	\$ 3,930.00	52.40%	(\$3,570.00)
4.12.4	REPLACE MANHOLE CASTINGS & COVERS	UNIT	3	\$2,500.00	\$ 800.00	\$ 2,400.00	36.00%	(\$4,800.00)	\$ 848.00	\$ 2,538.00	33.84%	(\$4,062.00)
5.1.1	SAWCUTTING (HMA)	LF	274	\$2.00	\$ 3.75	\$ 1,027.50	187.50%	\$479.50	\$ 1.00	\$ 274.00	50.00%	(\$274.00)
5.2.3	ROADWAY EXCAVATION, UNCLASSIFIED, (IF AND WHERE)	CY	100	\$23.00	\$ 0.01	\$ 1.00	0.04%	(\$2,299.00)	\$ 1.00	\$ 100.00	4.35%	(\$2,200.00)
5.5.4	MILLING OF HMA, 4" AVERAGE DEPTH	SY	17,761	\$5.00	\$ 11.00	\$ 195,591.00	220.00%	\$106,686.00	\$ 5.00	\$ 88,905.00	100.00%	
5.5.5	MILLING OF HMA, ADDITIONAL DEPTH, 2" 4" OVER 4" AVERAGE DEPTH	SY	800	\$10.00	\$ 12.00	\$ 7,200.00	120.00%	\$1,200.00	\$ 5.00	\$ 3,000.00	50.00%	(\$3,000.00)
6.1.1	DENSE GRADED AGGREGATE BASE COURSE (RECYCLED CONCRETE), IF AND WHERE	CY	100	\$42.00	\$ 70.00	\$ 7,000.00	166.67%	\$2,800.00	\$ 1.00	\$ 100.00	2.38%	(\$4,100.00)
7.1.1	HOT MIX ASPHALT 19MMA BASE COURSE, 2" THICK	TON	2,453	\$110.00	\$ 95.00	\$ 233,035.00	86.36%	(\$36,795.00)	\$ 90.00	\$ 220,770.00	81.82%	(\$40,065.00)
7.1.4	HOT MIX ASPHALT 19MMA SURFACE COURSE, 2" THICK	TON	2,453	\$110.00	\$ 105.00	\$ 257,565.00	95.45%	(\$12,265.00)	\$ 95.00	\$ 233,035.00	86.36%	(\$36,795.00)
7.1.7	HOT MIX ASPHALT 19MMA SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK	TON	30	\$127.00	\$ 500.00	\$ 15,000.00	393.70%	\$11,190.00	\$ 350.00	\$ 10,500.00	275.50%	\$6,000.00
7.6.1	ASPHALT PRICE ADJUSTMENT	DOLLAR	50,000	\$1.00	\$ 1.00	\$ 50,000.00	100.00%		\$ 50,000.00	\$ 2,500,000,000.00	5000000.00%	\$2,499,950,000.00
7.6.2	FUEL PRICE ADJUSTMENT	DOLLAR	25,000	\$1.00	\$ 1.00	\$ 25,000.00	100.00%		\$ 25,000.00	\$ 625,000,000.00	2500000.00%	\$624,975,000.00
8.1.1	TORSGROUND, 4" THICK	SY	4,500	\$5.00	\$ 4.50	\$ 20,250.00	90.00%	(\$2,250.00)	\$ 4.00	\$ 18,000.00	80.00%	(\$4,500.00)
8.2.1	FERTILIZING AND SEEDING, TYPE A	SY	4,500	\$3.00	\$ 1.50	\$ 6,750.00	50.00%	(\$6,750.00)	\$ 1.85	\$ 8,325.00	61.67%	(\$5,175.00)
8.3.1	STRAW MULCHING	SY	4,500	\$2.00	\$ 1.00	\$ 4,500.00	50.00%	(\$4,500.00)	\$ 1.00	\$ 4,500.00	50.00%	(\$4,500.00)
8.4.6	REMOVE EXISTING TREES (30" TO 40" DIAMETER)	UNIT	1	\$2,300.00	\$ 3,750.00	\$ 3,750.00	150.00%	\$1,250.00	\$ 4,650.00	\$ 4,650.00	186.00%	\$2,150.00
8.4.8	REMOVE EXISTING TREE STUMPS	UNIT	1	\$750.00	\$ 775.00	\$ 775.00	103.33%	\$25.00	\$ 765.00	\$ 765.00	102.00%	\$10.00

CITY OF VINELAND
RESURFACING OF PARK AVENUE BETWEEN GUNLEY AVENUE AND N. WEST AVENUE
BID TABULATION
BID OPENING DATE February 27, 2025

CONTRACT INFORMATION				ENGINEER		RICHARD E. PIERSON CONSTRUCTION CO., INC.				CHARLES MARANDINO, LLC			
ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	ENG. EST. UNIT PRICE	BID UNIT PRICE	BID TOTAL	% OF ENG. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)	BID UNIT PRICE	BID TOTAL	% OF ENG. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)	
8.5.2	ORNAMENTAL TREE, TARTARUM MAPLE JACAR TARTARUM, 1 1/2" - 2" CAL.	UNIT	10	\$2,800.00	\$ 700.00	\$ 7,000.00	25.00%	(\$18,000.00)	\$ 900.00	\$ 5,000.00	20.00%	(\$20,000.00)	
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF	7,892	\$0.80	\$ 0.75	\$ 5,994.00	125.00%	\$1,198.80	\$ 1.00	\$ 7,892.00	166.67%	\$3,198.80	
13.1.4	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF	57	\$1.20	\$ 1.00	\$ 57.00	83.33%	(\$11.40)	\$ 1.00	\$ 57.00	83.33%	(\$11.40)	
13.1.5	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" WHITE	LF	630	\$1.80	\$ 1.50	\$ 945.00	93.75%	(\$33.00)	\$ 1.00	\$ 630.00	62.50%	(\$318.00)	
13.2.6	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 2" WHITE	LF	146	\$5.00	\$ 6.00	\$ 876.00	120.00%	\$146.00	\$ 6.00	\$ 876.00	120.00%	\$146.00	
13.3.1	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, LEFT ARROW, WHITE	UNIT	15	\$110.00	\$ 115.00	\$ 1,725.00	104.55%	\$75.00	\$ 110.00	\$ 1,650.00	100.00%		
13.3.2	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, RIGHT ARROW, WHITE	UNIT	1	\$110.00	\$ 115.00	\$ 115.00	104.55%	\$5.00	\$ 110.00	\$ 110.00	100.00%		
13.3.3	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, STRAIGHT ARROW, WHITE	UNIT	3	\$110.00	\$ 115.00	\$ 345.00	104.55%	\$15.00	\$ 110.00	\$ 330.00	100.00%		
13.3.4	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, COMBINATION ARROW, WHITE	UNIT	4	\$220.00	\$ 185.00	\$ 740.00	84.09%	(\$140.00)	\$ 175.00	\$ 700.00	79.55%	(\$180.00)	
13.3.5	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, TONAL LEGEND, WHITE	UNIT	12	\$150.00	\$ 135.00	\$ 1,620.00	90.00%	(\$180.00)	\$ 128.00	\$ 1,536.00	85.33%	(\$264.00)	
13.8.1	RPM BI-DIRECTIONAL YELLOW LENS	UNIT	50	\$35.00	\$ 40.00	\$ 2,000.00	114.29%	\$250.00	\$ 35.00	\$ 1,750.00	100.00%		
13.8.2	RPM BI-DIRECTIONAL BLUE LENS	UNIT	6	\$35.00	\$ 40.00	\$ 240.00	114.29%	\$30.00	\$ 35.00	\$ 210.00	100.00%		
13.8.3	RPM MONO-DIRECTIONAL WHITE LENS	UNIT	13	\$35.00	\$ 40.00	\$ 520.00	114.29%	\$85.00	\$ 35.00	\$ 455.00	100.00%		
13.8.4	RPM BI-DIRECTIONAL WHITERED LENS	UNIT	47	\$35.00	\$ 40.00	\$ 1,880.00	114.29%	\$235.00	\$ 35.00	\$ 1,645.00	100.00%		
14.1.1	TRAFFIC SIGN, TYPE GA, STEEL "T" POST	SF	157	\$55.00	\$ 44.00	\$ 6,908.00	80.00%	(\$1,772.00)	\$ 40.00	\$ 6,280.00	72.73%	(\$2,305.00)	
TOTAL ESTIMATED PROJECT COSTS				\$	\$ 1,728,476.90				\$ 3,126,467,898.00				

RESOLUTION NO. 2025- 164

A RESOLUTION AWARDING A CONTRACT TO EXTRA DUTY SOLUTIONS, SHELTON, CT FOR THE ADMINISTRATION OF EXTRA DUTY DETAILS FOR THE POLICE DEPARTMENT.

WHEREAS, the City of Vineland has heretofore advertised for proposals, COV RFP 2024-57 (re-bid), for the Administration of Extra Duty Details for the Police Department; and

WHEREAS, the Request was published in the City’s official newspaper and on the City’s official website; and

WHEREAS, two (2) proposals were received and reviewed by the Police Department and the Purchasing Agent; and

WHEREAS, it has been recommended that a contract for the required services be awarded to Extra Duty Solutions, Shelton, CT based upon the proposal received, pursuant to a fair and open process; and

WHEREAS, this contract is awarded for the specified services, for a contract period of three (3) years from date of award with option for an additional two (2) year term; and

WHEREAS, Extra Duty Solutions will invoice and collect payments from clients; Invoicing will include vendor fee of an additional 7%; Vendor will deposit to a bank of the City’s choosing, the Officer’s payments and any City administrative fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said contract to provide for the Administration of Extra Duty Details for the Police Department, be awarded to Extra Duty Solutions, Shelton, CT, based upon the proposal received, pursuant to a fair and open process, for a contract period of three (3) years from date of award with option for an additional two (2) year term.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



REQUEST FOR RESOLUTION FOR CONTRACT AWARDS UNDER
40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)

1. GOODS OR SERVICES (DETAILED DESCRIPTION): Extra Duty Solutions (EDS)
Overtime scheduling software used by vendors.

2. TYPE: ☒ RFP ☐ RFQ NUMBER: _____

☐ NON-FAIR & OPEN (PAY TO PLAY DOUCMENTS REQUIRED)

☒ FAIR & OPEN: HOW WAS RFP ADVERTISED? 2024-57 (re-bid)

3. AMOUNT TO BE AWARDED: N/A

☐ ENCUMBER TOTAL AWARD

☐ ENCUMBER BY SUPPLEMENTAL RELEASE

4. BUDGETED ITEM: ☐ YES ☒ NO ACCOUNT NUMBER: _____

5. CAPITAL ORDINANCE: ☐ YES ☒ NO ORDINANCE NUMBER: _____

6. TRACKING ID(S): _____ COMMODITY CODE(S): _____

7. CONTRACT PERIOD (IF APPLICABLE): (3) years from time of award w/(2) year option term

8. DATE TO BE AWARDED: 4/8/25

9. RECOMMENDED VENDOR NAME AND ADDRESS: Extra Duty Solutions
6 Corporate Drive, Suite 830, Shelton, CT 06484

10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDE ADDITIONAL INFORMATION FOR COUNCIL):

New web portal where it is seamless widget setup for mobile, tablet and desktop versions for simplicity.

This makes it so no applications are needed in mobile app stores.

It also provides all other functionality (same as competitors) to fulfill what is needed.

11. EVALUATION PERFORMED BY: Sgt. AJ Santiago ext. 4341

(NAME, TITLE AND EXTENSION NUMBER)

12. APPROVED BY: [Signature]
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

13. ATTACHMENTS: ☐ AWARING PROPOSAL ☒ OTHER: _____

COPY TO:
PurchasingOffice@vinelandcity.org

(Re-Bid)

COV/REF/RFQ # 2024-57 for: Re-Bid For Police Cloud Based
Scheduling System & Administration of Special Duty
Police Details

DATE/TIME: 1/3/25 - 1:50 p.m.

VENDORS:	VCS Visual computer solutions	Extra Duty Solutions		
MANDATORY FORMS				
Statement of Ownership Disclosure	✓	✓		
EEO/Affirmative Action Compliance	✓	✓		
Addenda, if any	✓	✓		
Disclosures of Investment Activity in Iran	✓ ✓	✓ ✓		
Belarus Total Amount:	\$	\$	\$	\$

VENDORS:				
MANDATORY FORMS				
Statement of Ownership Disclosure				
EEO/Affirmative Action Compliance				
Addenda, if any				
Disclosures of Investment Activity in Iran				
Total Amount	\$	\$	\$	\$

RESOLUTION NO. 2025- 165

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EDMUNDS GOVTECH, NORTHFIELD, NJ, FOR EDMUNDS SOFTWARE MAINTENANCE RENEWAL, IN AN AMOUNT NOT TO EXCEED \$40,522.72.

WHEREAS, there exists a need for Edmunds Software Maintenance; and

WHEREAS, the City of Vineland has a need to acquire such service as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, the Information Systems Division has recommended that a contract be awarded to Edmunds GovTech, Northfield, NJ, for Edmunds Software Maintenance for the contract period January 1, 2025 to December 31, 2025, in an amount not exceed \$40,522.72; and

WHEREAS, Edmunds GovTech has completed and submitted a Business Entity Disclosure Certification and the Political Contribution Disclosure Form for Non-Fair and Open Contract which certifies that Edmunds GovTech has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Edmunds GovTech from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that:

1. The Purchasing Agent be and the same is hereby authorized to issue contract to Edmunds GovTech, Northfield, NJ, for Edmunds Software Maintenance Renewal for the contract period January 1, 2025 to December 31, 2025, in an amount not exceed \$40,522.72.
2. The Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with this Resolution.
3. Notice of this action shall be printed once in the Daily Journal.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



RECEIVED

MAR 21 2025

CITY OF VINELAND
PURCHASING DEPT.

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS UNDER
40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

1. GOODS OR SERVICES (DETAILED DESCRIPTION): Edmunds Software Maintenance Renewal
2. TYPE: ☒ RFP ☐ RFQ NUMBER: _____
☒ NON-FAIR & OPEN (PAY TO PLAY DOUCMENTS REQUIRED)
☐ FAIR & OPEN: HOW WAS RFP ADVERTISED? _____
3. AMOUNT TO BE AWARDED: \$40,522.72
☐ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. BUDGETED ITEM: ☒ YES ☐ NO ACCOUNT NUMBER: 5-01-20-140-1104-23016
5. CAPITAL ORDINANCE: ☐ YES ☐ NO ORDINANCE NUMBER: _____
6. TRACKING ID(S): E930 COMMODITY CODE(S): 920
7. CONTRACT PERIOD (IF APPLICABLE): 12 Months (Jan - Dec 2025)
8. DATE TO BE AWARDED: 4/8/2025
9. RECOMMENDED VENDOR NAME AND ADDRESS: Edmunds Gov Tech
301 Tilton Road, Northfield, NJ 08225
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDE ADDITIONAL INFORMATION FOR COUNCIL):
See attached Quote/Invoice
11. EVALUATION PERFORMED BY: Alanna Ocasio, Systems Analyst Trainee, 4689
(NAME, TITLE AND EXTENSION NUMBER)
12. APPROVED BY: _____
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
13. ATTACHMENTS: ☐ AWARDING PROPOSAL ☒ OTHER: Quote

COPY TO:
PurchasingOffice@vinelandcity.org



Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

Thank you for your business!
Please contact us at
AR@Edmundsgovtech.com
with questions regarding this invoice.
Visit our support site
www.Edmundsgovtech.com

INVOICE

Invoice #: 25-IN1784
Invoice Date: 1/01/2025
Payment Terms: Net 30
Due Date: 1/31/2025

Description: 2025 Software
Maintenance - Renewal

Attn: Accounts Payable
Vineland City
640 East Wood Street
Vineland, NJ 08360

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	1-RM-1309-5	Real Property Tax Billing III Maintenance	\$16764.49	\$16,764.49	Contract #: LSW-C0667-4
1	1-RM-1315-5	WIPP - Tax Maintenance	\$1478.52	\$1,478.52	Contract #: LSW-C0667-4
1	1-FM-0013-5	Finance Super Suite II Maintenance	\$6772.57	\$6,772.57	Contract #: LSW-C0667-4
1	1-FM-0006-5	Electronic Requisitions Maintenance	\$1162.54	\$1,162.54	Contract #: LSW-C0667-4
1	1-FM-0010-5	Escrow Accounting Maintenance	\$0	\$0.00	Contract #: LSW-C0667-4
1	1-FM-0020-5	Vendor Self-Service Maintenance	\$0	\$0.00	Contract #: LSW-C0667-4
1	1-PM-0851-5	Payroll II Maintenance	\$5013.86	\$5,013.86	Contract #: LSW-C0667-4
1	1-PM-0847-5	Human Resources Maintenance	\$2712.6	\$2,712.60	Contract #: LSW-C0667-4
1	1-PM-0844-5	Employee Self-Service Maintenance	\$1937.58	\$1,937.58	Contract #: LSW-C0667-4
1	1-FM-0018-5	Inventory Control Maintenance	\$2712.6	\$2,712.60	Contract #: LSW-C0667-4
1	1-MM-0403-5	Work Orders Maintenance	\$0	\$0.00	Contract #: LSW-C0667-4
1	1-RM-1302-5	AR & Business Licensing II Maintenance	\$1967.96	\$1,967.96	Contract #: LSW-C0667-4
TOTAL:				\$40,522.72	
PAYMENTS/ CREDITS APPLIED:				\$0.00	
TOTAL AMOUNT DUE:				\$40,522.72	

RESOLUTION NO. 2025- 166

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A
STATE CONTRACT VENDOR, DELL, ROUND ROCK, TX FOR
DELL MICROSOFT 365 USERS ANNUAL SOFTWARE RENEWAL.

WHEREAS, the City of Vineland pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Information Systems Director has recommended that a contract be issued to a State Contract Vendor for Dell Microsoft 365 Users Annual Software Renewal, for Year One of a Three (3) Year Agreement beginning March 30, 2025, through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

WHEREAS, it has been recommended that a contract be awarded to Dell, Round Rock, TX, (20-TELE-01510) based upon the proposal received, in an amount not to exceed \$366,040.66 for Year One of the contract beginning March 30, 2025 through March 31, 2026; and

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, as follows:

1. THAT this contract for Dell Microsoft 365 Users Annual Software Renewal is awarded pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), under the State of New Jersey Cooperative Purchasing Program.
2. THAT the Purchasing Agent be and the same is hereby authorized to issue a contract to Dell, Round Rock, TX, based upon the proposal received, for Dell Microsoft 365 Users Annual Software Renewal, in an amount not to exceed \$366,040.66, for Year One of the contract beginning March 30, 2025 through March 31, 2026.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



**REQUEST FOR RESOLUTION FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$44,000.00)**

1. COOPERATIVE NAME: _____ COOPERATIVE NUMBER: 20-TELE-01510
2. GOODS OR SERVICES (DETAILED EXPLANATION): Dell Enterprise Annual Software Renewal for Microsoft 365 Users
3. AMOUNT TO BE AWARDED: \$366,040.66
☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. BUDGETED ITEM: ☒ YES ☐ NO ACCOUNT NUMBER: 5-01-20-140-1104-23016
5. CAPITAL ORDINANCE: ☐ YES ☐ NO ORDINANCE NUMBER: _____
6. TRACKING ID(S): E930 COMMODITY CODE(S): 920
7. CONTRACT PERIOD (IF APPLICABLE): _____
8. DATE TO BE AWARDED: 4/08/2025
9. RECOMMENDED VENDOR NAME AND ADDRESS: Dell - One Dell Wy. RR1, MS17 round Rock TX 78682-0384
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDED ADDITIONAL INFORMATION FOR COUNCIL):
See attached Quote
11. TYPE OF CONTRACT: ☒ STATE ☐ NATIONAL ☐ REGIONAL ☐ COUNTY
12. EVALUATION PERFORMED BY: Alanna Ocasio, Systems Analyst Trainee, 4689
(NAME, TITLE AND EXTENSION NUMBER)
13. APPROVED BY: _____
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
14. ATTACHMENTS: ☐ AWARDING PROPOSAL ☒ OTHER:

COPY TO:
PurchasingOffice@vinelandcity.org



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#).

Quote No.	3000185877174.1	Sales Rep	David Ryckman
Total	\$366,040.66	Phone	1(800) 456-3355, +15127207047
Customer #	117630085	Email	David_Ryckman@Dell.com
Quoted On	Feb. 13, 2025	Billing To	JEANETTE RODRIGUEZ
Expires by	Feb. 28, 2025		CITY OF VINELAND
	State of New Jersey		PO BOX 1508
Contract Name	Software Reseller Contract		640 EAST WOOD ST
	- T3121		VINELAND, NJ 08360-3722
Contract Code	C000000893007		
Customer Agreement #	20-TELE-01510		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
David Ryckman

Shipping Group

Shipping To	Shipping Method
ANTHONY QUIGLEY CITY OF VINELAND 640 E WOOD ST VINELAND, NJ 08360-3722 (856) 794-4000	Standard Delivery

	Quantity	Unit Price	Subtotal
TBD JLO			
1. VLA ENTERPRISE PROJECT PRO W/SERVER CAL SA ALL LANGUAGES	3	\$209.27	\$627.81
2. VLA ENTERPRISE PROJECT SA ALL LANGUAGES	4	\$127.40	\$509.60
3. VLA ENTERPRISE VISIO PRO SA ALL LANGUAGES	6	\$109.28	\$655.68
4. VLA ENTERPRISE CISSTEDCCORE ALNG SA MVL 16LIC CORELIC	43	\$1,453.90	\$62,517.70

5. VLA ENTERPRISE SQL SERVER ENT SA PER 2 CORE LIC ALL LANGUAGES	10	\$2,457.62	\$24,576.20
6. VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	526	\$325.20	\$171,055.20
7. VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	274	\$382.55	\$104,818.70
8. VLA ENTERPRISE AZURE MONETARY COMMITMENT G SHRDSVR MONTHLY SUBLIC ALL LANG	1	\$1,207.56	\$1,207.56
9. VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	800	\$0.00	\$0.00
10. VLA ENTERPRISE TEAMS PHONE STANDARD GCC SUB PER USER	1	\$72.21	\$72.21

Subtotal:	\$366,040.66
Shipping:	\$0.00
Non-Taxable Amount:	\$366,040.66
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$366,040.66

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Accelerate the power of AI for your data

Take the first step in achieving Generative AI success

[Learn More](#)

Shipping Group Details

Shipping To

ANTHONY QUIGLEY
CITY OF VINELAND
640 E WOOD ST
VINELAND, NJ 08360-3722
(856) 794-4000

Shipping Method

Standard Delivery

	Quantity	Unit Price	Subtotal
TBD JLO			
1. VLA ENTERPRISE PROJECT PRO W/SERVER CAL SA ALL LANGUAGES	3	\$209.27	\$627.81
SKU: AD266819	MFG Part #: H30-00238	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	
2. VLA ENTERPRISE PROJECT SA ALL LANGUAGES	4	\$127.40	\$509.60
SKU: AD266820	MFG Part #: 076-01912	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	
3. VLA ENTERPRISE VISIO PRO SA ALL LANGUAGES	6	\$109.28	\$655.68
SKU: AD266821	MFG Part #: D87-01159	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	
4. VLA ENTERPRISE CISSTEDCCORE ALNG SA MVL 16LIC CORELIC	43	\$1,453.90	\$62,517.70
SKU: AD266822	MFG Part #: 9GS-00130	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	
5. VLA ENTERPRISE SQL SERVER ENT SA PER 2 CORE LIC ALL LANGUAGES	10	\$2,457.62	\$24,576.20
SKU: AD266828	MFG Part #: 7JQ-00343	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	
6. VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	526	\$325.20	\$171,055.20
SKU: AD266829	MFG Part #: AAD-34700	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	
7. VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	274	\$382.55	\$104,818.70
SKU: AD266830	MFG Part #: AAD-34704	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	
8. VLA ENTERPRISE AZURE MONETARY COMMITMENT G SHRDSVR MONTHLY SUBLIC ALL LANG	1	\$1,207.56	\$1,207.56
SKU: AD266831	MFG Part #: J5U-00001	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	
9. VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	800	\$0.00	\$0.00
SKU: AD266832	MFG Part #: NYH-00001	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Mar. 31, 2028	

**10. VLA ENTERPRISE TEAMS PHONE STANDARD GCC SUB
PER USER**

1

\$72.21

\$72.21

SKU: AD266833

MFG Part #: LK9-00003

OLS Purchase Type:

Current Duration:

Total Duration:

Maint. End Date: Mar. 31, 2028

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellmc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

RESOLUTION NO. 2025 - 167

A RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE FOR THE CITY FACILITY LOCATED AT 78 W. PARK AVENUE FROM GROUPE LACASSE, LLC c/o BELLIA OFFICE FURNITURE, CHICAGO, IL, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH INTERLOCAL PURCHASING SYSTEM (TIPS), A DIV. OF REGION 8 EDUCATION SERV. CENTER.

WHEREAS, the City of Vineland is a member of a National Cooperative Purchasing Organization known as the Interlocal Purchasing System, a Div. of Region 8 Education Serv. Center (TIPS), which has acted as the lead agency and awarded Contract #210305 for the purchase of furniture; and

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase furniture for the City of Vineland facility located at 78 W. Park Avenue using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Groupe Lacasse;

WHEREAS, the City of Vineland intends under Contract #210305, to purchase furniture for the City of Vineland facility located at 78 W. Park Avenue from Groupe Lacasse, LLC c/o Bellia Office Furniture, Chicago, IL, as listed in the proposals, dated March 25, 2025, made available through TIPS for the following:

- 1. ENGINEERING DIVISION – TIPS CONTRACT #210305 - \$ 96,909.20**
- 2. DEPT. OF PUBLIC WORKS - TIPS CONTRACT #210305 - \$ 94,997.07
IN AN AMOUNT NOT TO EXCEED **\$191,906.27****

WHEREAS the Supervising Personnel of the above departments and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the National Cooperative Pricing through TIPS for this procurement; and

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered National Cooperative Contract will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such items are not available through State Contract awarded by the Division of Purchase and Property in the New Jersey Department of the Treasury pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the availability of funds for said purchases to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, that the Purchasing Agent is authorized to prepare purchase orders to procure furniture for the City of Vineland facility located at 78 W. Park Avenue, as stated above

BE IT FURTHER RESOLVED that the purchase order shall contain a requirement that “the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request”.

Adopted: April 8, 2025

President of Council

pfs

ATTEST:

City Clerk

rgf



REQUEST FOR RESOLUTION FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$44,000.00)

1. COOPERATIVE NAME: Groupe Lacasse, LLC COOPERATIVE NUMBER: TIPS CONTRACT #210305
2. GOODS OR SERVICES (DETAILED EXPLANATION): Furnishings for Engineering Division's New Office located at 78 W. Park Avenue
3. AMOUNT TO BE AWARDED: \$96,909.20
☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. BUDGETED ITEM: ☒ YES ☐ NO ACCOUNT NUMBER: 5-05-55-512-9007-52002
5. CAPITAL ORDINANCE: ☐ YES ☒ NO ORDINANCE NUMBER: _____
6. TRACKING ID(S): _____ COMMODITY CODE(S): 425
7. CONTRACT PERIOD (IF APPLICABLE): _____
8. DATE TO BE AWARDED: April 8, 2025
9. RECOMMENDED VENDOR NAME AND ADDRESS: GRUPE LACASSE, LLC C/O BELLIA OFFICE FURNITURE
222 MERCHANDISE MART PLAZA, SUITE 1000, CHICAGO, IL 60654-1103
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDED ADDITIONAL INFORMATION FOR COUNCIL):

11. TYPE OF CONTRACT: ☒ STATE ☒ NATIONAL ☐ REGIONAL ☐ COUNTY
12. EVALUATION PERFORMED BY: David J. Maillet, City Engineer, ext 4098
(NAME, TITLE AND EXTENSION NUMBER)
13. APPROVED BY: David J. Maillet
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
14. ATTACHMENTS: ☒ AWARDDING PROPOSAL ☐ OTHER:

COPY TO:
PurchasingOffice@vinelandcity.org

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
 640 E WOOD ST
 VINELAND NJ 08362-1508

CITY OF VINELAND

POX BOX 1508
 640 E WOOD ST
 VINELAND NJ 08362-1508

SALESPERSON:
 KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
 04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	KEYED ALIKE	LACASSE ALL OFFICES TO BE KEYED ALIKE	0.00	0.00
2	2	T1NNS-SQR36 29XB WGR	LACASSE SQUARE TABLE X BASE, - 1" thermofused lam w/smooth edge, matching edge color, silver accent, 36"D Solid: Willow Grey Tag 1: STAFF LOUNGE List Price: 1243.00 Discount Off List: 50.00 %	621.50	1,243.00
3	1	T5NNS-RC481 20PC SAH	LACASSE RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, silver accent w/elec comm mod, 48x120 Wood Grain - Sahara Tag 1: CONFERENCE List Price: 3062.00 Discount Off List: 50.00 %	1,531.00	1,531.00



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63959
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	1	TNNNN-LB092 4WM GAN	LACASSE LAMINATE BASE, WITH CABLE MGMT, 24X9 Solid: Anthracite Grey Tag 1: CONFERENCE List Price: 1012.00 Discount Off List: 50.00 %	506.00	506.00
5	2	TNNNN-LB092 4 GAN	LACASSE LAMINATE BASE, 24X9 Solid: Anthracite Grey Tag 1: CONFERENCE List Price: 797.00 Discount Off List: 50.00 %	398.50	797.00
6	1	41XN-203665 B (1) SAH	LACASSE Stg. or Wrdrb. Unit, Dbl Drs, 3 Adj. & 1 Full-Wd Fxd. Shlf, Full-Wd Hanger Bar, SS Hndl 20"(500MM)Dx36"(900MM)Wx65"(1635 MM)H Single-Tone Wood Grain - Sahara Tag 1: CONFERENCE CONTINUED...	972.00	972.00



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63959
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
List Price: 1944.00 Discount Off List: 50.00 %					
7	2	ST1NNK-RCAM 2970GC-AGRV	LACASSE RECT HEIGHT ADJ TABLE W/MOD - 1" thermofused lam w/smooth edge, matching edge color, black accent, 29x70", grommet in LEFT Corner	1,535.00	3,070.00
	(1)	SAH	Single-Tone Wood Grain - Sahara Tag 1: OFFICE 2 & 4 List Price: 3070.00 Discount Off List: 50.00 %		
8	1	ST1NNK-RCAM 2970GC-AGRV	LACASSE RECT HEIGHT ADJ TABLE W/MOD - 1" thermofused lam w/smooth edge, matching edge color, black accent, 29x70", Grommet in RIGHT corner	1,535.00	1,535.00
	(1)	SAH	Single-Tone Wood Grain - Sahara CONTINUED...		



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63959
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Tag 1: OFFICE 3 List Price: 3070.00 Discount Off List: 50.00 %					
9	3	4NXN-MP1518 F	LACASSE Pedestal, Mobile, B/F, Pencil Tray, w/Lock, SS Hndl 18"(450MM)D x 15"(390MM)W x 20 3/4"(527MM)H Solid: Anthracite Grey	561.50	1,684.50
		GAN	Tag 1: OFFICE 2,3,4 List Price: 1123.00 Discount Off List: 50.00 %		
10	3	S41NN-DT304 8C.1	LACASSE Work Surface, Rectangular, 9" Mod. Pnl, 2 Recessed Legs, 1 Grommet 30"(750MM)D x 48"(1200MM)W Single-Tone Wood Grain - Sahara	436.50	1,309.50
		(1) SAH	Tag 1: OFFICE 2,3,4 List Price: 873.00 Discount Off List: 50.00 %		



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63959
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
11	3	41NN-DT3072 A (1) SAH	LACASSE Work Surface, Rectangular, Full-Ht Mod. Pnl, 2 Full-Width Legs, 1 Grommet 30"(750MM)D x 72"(1800MM)W Single-Tone Wood Grain - Sahara Tag 1: OFFICE 2, 3, 4 List Price: 1048.00 Discount Off List: 50.00 %	524.00	1,572.00
12	3	4NXN-P1518F FL GAN	LACASSE Pedestal, Modular, F/F, w/Lock, SS Hndl 18"(450MM)D x 15"(388MM)W x 28"(713MM)H Solid: Anthracite Grey Tag 1: OFFICE 2, 3, 4 List Price: 1056.00 Discount Off List: 50.00 %	528.00	1,584.00
13	1	S41XN-S3072 FF-AGRV25NL	LACASSE Desk, Sngl Ped, Right, Full-Ht. Mod. Pnl, Strt Front, F/F, SS Hndl, Pencil Tray 30"(750MM)D x	950.50	950.50
CONTINUED...					



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63959
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			72"(1800MM)W, ,Grommet in LEFT corner		
		(2)	Two-Tone		
		SAH	Wood Grain - Sahara		
		GAN	Solid: Anthracite Grey (Pedestal		
		Front Only)	Tag 1: RECEPTION		
			List Price: 1901.00		
			Discount Off List: 50.00 %		
14	1	ST1NNK-RCA2 358GC-AGRV2	LACASSE RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, Black accent, 23x58", Grommet in CENTER	1,367.00	1,367.00
		SAH	Wood Grain - Sahara		
			Tag 1: RECEPTION		
			List Price: 2734.00		
			Discount Off List: 50.00 %		



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
15	1	4NXN-MP1518 F GAN	LACASSE Pedestal, Mobile, B/F, Pencil Tray, w/Lock, SS Hndl 18"(450MM)D x 15"(390MM)W x 20 3/4"(527MM)H Solid: Anthracite Grey Tag 1: RECEPTION List Price: 1123.00 Discount Off List: 50.00 %	561.50	561.50
16	1	M1NNN-MC721 4 (1) SAH	LACASSE 1" TFL - MODULAR COUNTERTOP, SMOOTH EDGE, 14"HX12"DX72"W Single-Tone Wood Grain - Sahara Tag 1: RECEPTION List Price: 645.00 Discount Off List: 50.00 %	322.50	322.50
17	2	S31NNN-T042 80	LACASSE LAMINATE (TFL) RECTANGULAR TOP, 1" THICK. NO PREDRILLED HOLES [] EXACT DIMENSIONS STANDARD LACASSE FINISHES. 41.500 X	212.50	425.00
CONTINUED...					



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		SAH	80.250 wood grain - Sahara Tag 1: GENERAL OFFICE Tag 2: SPE160036 List Price: 425.00 Discount Off List: 50.00 %		
18	6	T1NNK-RCA29 70GC	LACASSE RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, black accent, 29x70"	1,351.00	8,106.00
		SAH	Wood Grain - Sahara Tag 1: GENERAL OFFICE List Price: 2702.00 Discount Off List: 50.00 %		
19	6	KUR-2448-1- G	LACASSE Std. rect. surf., TFL, grommet, 24Dx48W	222.50	1,335.00
		-SAH	Wood Grain - Sahara Tag 1: GENERAL OFFICE List Price: 445.00 CONTINUED...		



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Discount Off List: 50.00 %					
20	6	KUR-3072-1-G	LACASSE Std. rect. surf., TFL, grommet, 30Dx72W	312.00	1,872.00
		-SAH	Wood Grain - Sahara Tag 1: GENERAL OFFICE List Price: 624.00 Discount Off List: 50.00 %		
21	6	KLLF-2030	LACASSE Modular lat. files, 30W	893.50	5,361.00
		-GAN	Solid - Anthracite Grey		
		-GAN	Solid - Anthracite Grey Tag 1: GENERAL OFFICE List Price: 1787.00 Discount Off List: 50.00 %		
22	6	KLS0-1648	LACASSE Overhead storage cabinets w/ flip door, 48W	624.50	3,747.00
		-GAN	Solid - Anthracite Grey		
		-GAN	Solid - Anthracite Grey CONTINUED...		



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04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Tag 1: GENERAL OFFICE List Price: 1249.00 Discount Off List: 50.00 %					
23	6	KLGC-T5LE37	LACASSE Overhead stor. tasklights, 36 1/2"W	219.00	1,314.00
Tag 1: GENERAL OFFICE List Price: 438.00 Discount Off List: 50.00 %					
24	3	SKLPB-24245 4-L	LACASSE PERSONAL STORAGE TOWER - SAME AS STANDARD EXCEPT HINGE ON DOOR TO BE ON LEFT SIDE	1,602.50	4,807.50
		-GAN	Solid - Anthracite Grey		
		-GAN	Solid - Anthracite Grey		
Tag 1: GENERAL OFFICE Tag 2: SPE160220 List Price: 3205.00 Discount Off List: 50.00 %					



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
25	3	SKLPB-24245 4-R	LACASSE PERSONAL STORAGE TOWER -SAME AS STANDARD EXCEPT HINGES ON DOOR TO BE ON RIGHT Solid - Anthracite Grey Solid - Anthracite Grey Tag 1: GENERAL OFFICE Tag 2: SPE160220 List Price: 3205.00 Discount Off List: 50.00 %	1,602.50	4,807.50
		-GAN			
		-GAN			
26	3	KACB-S-2	LACASSE Shared cantilever brackets, pack of 2 Tag 1: GENERAL OFFICE List Price: 179.00 Discount Off List: 50.00 %	89.50	268.50
27	6	KACB-P-2	LACASSE Standard cantilever brackets, pair Tag 1: GENERAL OFFICE CONTINUED...	73.50	441.00



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			List Price: 147.00 Discount Off List: 50.00 %		
28	3	KAWT-66-2 -P53	LACASSE Wall tracks, pack of 2 Snow Tag 1: GENERAL OFFICE List Price: 191.00 Discount Off List: 50.00 %	95.50	286.50
29	6	KAEP-30 -GAN	LACASSE End support panel, 30D Solid - Anthracite Grey Tag 1: GENERAL OFFICE List Price: 477.00 Discount Off List: 50.00 %	238.50	1,431.00
30	3	KAPB-2	LACASSE Panel brackets, pair Tag 1: GENERAL OFFICE List Price: 57.00 CONTINUED...	28.50	85.50



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Discount Off List: 50.00 %					
31	4	KPMA-5430-3 P	LACASSE Acoust. panel, pwr. 3-circ., 54 5/8Hx30W	509.00	2,036.00
		-P53	Snow		
		-5V	UNIVERSE - GR 2		
	4		Universe Mica		
		-5V	UNIVERSE - GR 2		
	4		Universe Mica		
		(GR2)	Grade 2		
			Tag 1: GENERAL OFFICE		
			List Price: 1018.00		
			Discount Off List: 50.00 %		
32	6	KPMA-6648-N N	LACASSE Acoust. panel, non-pwr., 66 7/8Hx48W	592.00	3,552.00
		-P53	Snow		
		-5V	UNIVERSE - GR 2		
	4		Universe Mica		
		-5V	UNIVERSE - GR 2		
	4		Universe Mica		
		CONTINUED...			



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SALESPERSON: KIM WINTERS	CUSTOMER P/O:	QUOTE VALID THROUGH: 04/30/25
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		(GR2)	Grade 2 Tag 1: GENERAL OFFICE List Price: 1184.00 Discount Off List: 50.00 %		
33	4	KPMA-6630-3 P	LACASSE Acoust. panel, pwr. 3-circ., 66 7/8Hx30W	538.50	2,154.00
		-P53	Snow		
		-5V	UNIVERSE - GR 2		
		4	Universe Mica		
		-5V	UNIVERSE - GR 2		
		4	Universe Mica		
		(GR2)	Grade 2 Tag 1: GENERAL OFFICE List Price: 1077.00 Discount Off List: 50.00 %		
34	6	KPQAG-6636- 3P	LACASSE Acoust. panel, glass segm. 12 3/8H, pwr. 3-circ., 66 7/8Hx36W	945.00	5,670.00
		-P53	Snow		
		-5V	UNIVERSE - GR 2		
		CONTINUED...			



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		4	Universe Mica		
		-5V	UNIVERSE - GR 2		
		4	Universe Mica		
		(GR2)	Grade 2		
		-TG	Translucent Glass		
			Tag 1: GENERAL OFFICE		
			List Price: 1890.00		
			Discount Off List: 50.00 %		
35	6	KPQAG-6636- NN	LACASSE	849.50	5,097.00
			Acoust. panel, glass segm. 12		
			3/8H, non-pwr., 66 7/8Hx36W		
		-P53	Snow		
		-5V	UNIVERSE - GR 2		
		4	Universe Mica		
		-5V	UNIVERSE - GR 2		
		4	Universe Mica		
		(GR2)	Grade 2		
		-TG	Translucent Glass		
			Tag 1: GENERAL OFFICE		
			List Price: 1699.00		
			Discount Off List: 50.00 %		



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04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
36	2	KPMA-6660-N N	LACASSE Acoust. panel, non-pwr., 66 7/8Hx60W	671.50	1,343.00
		-P53	Snow		
		-5V	UNIVERSE - GR 2		
	4		Universe Mica		
	-5V		UNIVERSE - GR 2		
	4		Universe Mica		
	(GR2)		Grade 2		
			Tag 1: GENERAL OFFICE		
			List Price: 1343.00		
			Discount Off List: 50.00 %		
37	4	SKPMA-6618- NN	LACASSE UPH ACOUS. PANEL N-POW 66'' X 18 - STANDARD GRADE 2 FABRIC SELECTION	414.00	1,656.00
		-P53	Snow		
		-5V	UNIVERSE - GR 2		
	4		Universe Mica		
	-5V		UNIVERSE - GR 2		
	4		Universe Mica		
	(GRD2)		Grade 2		
			Tag 1: GENERAL OFFICE		
			CONTINUED...		



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 2: SPE159998 List Price: 828.00 Discount Off List: 50.00 %		
38	4	KVETS-12	LACASSE End-of-run trims, variable height, 12 3/8H Snow Tag 1: GENERAL OFFICE List Price: 191.00 Discount Off List: 50.00 %	95.50	382.00
		-P53			
39	10	KVET-66	LACASSE End-of-run trims, full height, 66 7/8H Snow Tag 1: GENERAL OFFICE List Price: 235.00 Discount Off List: 50.00 %	117.50	1,175.00
		-P53			



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
40	2	KVPL-66	LACASSE L junction kit, full height, 66 7/8H Snow -P53 Tag 1: GENERAL OFFICE List Price: 285.00 Discount Off List: 50.00 %	142.50	285.00
41	4	KVPT-66	LACASSE T junction kit, full height, 66 7/8H Snow -P53 Tag 1: GENERAL OFFICE List Price: 175.00 Discount Off List: 50.00 %	87.50	350.00
42	4	KVWS-54	LACASSE Wall starter, 54 5/8H Snow -P53 Tag 1: GENERAL OFFICE List Price: 140.00 Discount Off List: 50.00 %	70.00	280.00



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
43	2	KVWS-66 -P53	LACASSE Wall starter, 66 7/8H Snow Tag 1: GENERAL OFFICE List Price: 140.00 Discount Off List: 50.00 %	70.00	140.00
44	7	KVCP-6 -P53	LACASSE Raceway cutout covers, pack of 6 Snow Tag 1: GENERAL OFFICE List Price: 84.00 Discount Off List: 50.00 %	42.00	294.00
45	4	KEJL3-48	LACASSE 3-circ., panel jumpers for non-powered panel Tag 1: GENERAL OFFICE List Price: 182.00 Discount Off List: 50.00 %	91.00	364.00



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
46	2	KEJ3-T	LACASSE 3-circ., jumpers for electrified T junction Tag 1: GENERAL OFFICE List Price: 141.00 Discount Off List: 50.00 %	70.50	141.00
47	2	KEJ3-LS	LACASSE 3-circ., jumpers for electrified L or S junctions Tag 1: GENERAL OFFICE List Price: 72.00 Discount Off List: 50.00 %	36.00	72.00
48	1	KER3-C1-K	LACASSE 3-circ., duplex receptacles, circuit #1, black, pack of 10 Tag 1: GENERAL OFFICE List Price: 362.00 Discount Off List: 50.00 %	181.00	181.00



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
49	1	KER3-C2-K	LACASSE 3-circ., duplex receptacles, circuit #2, black, pack of 10 Tag 1: GENERAL OFFICE List Price: 362.00 Discount Off List: 50.00 %	181.00	181.00
50	4	KEB3-S-6	LACASSE 3-circ., hardwire base feed Tag 1: GENERAL OFFICE List Price: 292.00 Discount Off List: 50.00 %	146.00	584.00
51	1	BELLIA DESI GN SERVICES	BELLIA OFFICE FURNITURE BELLIA DESIGN SERVICES List Price: 1980.75	1,980.75	1,980.75
52	1	BELLIA PM S ERVICES	BELLIA OFFICE FURNITURE BELLIA PM SERVICES List Price: 1188.45 CONTINUED...	1,188.45	1,188.45



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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53	1	INSTALL	AFI Receive, Deliver, Install, & Remove Related Debris - Union Labor, Normal Hours, Clear Conditions	14,510.00	14,510.00
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List Price: 14510.00

TIPS CONTRACT #210305

PLEASE MAKE PO OUT TO: GROUPE
LACASSE, LLC C/O BELLIA OFFICE
FURNITURE 222 MERCHANDISE MART
PLAZA, SUITE 1000, CHICAGO, IL
60654-1103, TIPS CONTRACT 210305
*** PLEASE MAIL ORIGINAL PO TO
THIS ADDRESS AND EMAIL A COPY TO
YOUR ACCOUNT REPRESENTATIVE AT
BELLIA OFFICE FURNITURE ***



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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Thank you for the opportunity to provide solutions for your workplace!

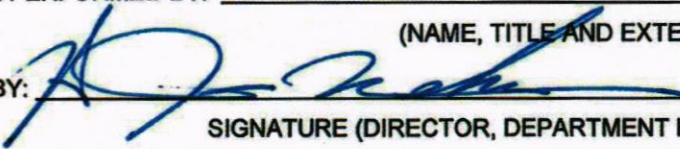
			SUBTOTAL....:	79,230.00
			DESIGN	1,980.75
			DEL/INSTALL.:	14,510.00
			PROJ MGT	1,188.45

			TOTAL.....:	96,909.20
			=====	
ACCEPTED BY: _____				
DATE ACCEPTED: _____				
PAGE	230F	23		



**REQUEST FOR RESOLUTION FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$44,000.00)**

1. COOPERATIVE NAME: Group Lacasse COOPERATIVE NUMBER: Tips Contract 210305
2. GOODS OR SERVICES (DETAILED EXPLANATION): Furnishing for New Public Works
Offices -78 W. Park Avenue
3. AMOUNT TO BE AWARDED: \$94,997.07
☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. BUDGETED ITEM: ☒ YES ☐ NO ACCOUNT NUMBER: 5-05-55-512-9007-52002
5. CAPITAL ORDINANCE: ☐ YES ☒ NO ORDINANCE NUMBER: _____
6. TRACKING ID(S): _____ COMMODITY CODE(S): 425
7. CONTRACT PERIOD (IF APPLICABLE): _____
8. DATE TO BE AWARDED: _____
9. RECOMMENDED VENDOR NAME AND ADDRESS: Lacasse LLC, C/O Bella Office Furniture, 222 Merchandise Mart Plaza, Suite 1000, Chicago, IL 60654-1103
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDED ADDITIONAL INFORMATION FOR COUNCIL):

11. TYPE OF CONTRACT: ☒ STATE ☒ ^{WR}NATIONAL ☐ REGIONAL ☐ COUNTY
12. EVALUATION PERFORMED BY: H. James Neher, Director of Public Works
(NAME, TITLE AND EXTENSION NUMBER)
13. APPROVED BY: 
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
14. ATTACHMENTS: ☒ AWARDDING PROPOSAL ☐ OTHER:

COPY TO:
PurchasingOffice@vinelandcity.org



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND PUBLIC WORKS

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	KEYED ALIKE	LACASSE ALL OFFICES TO BE KEYED ALIKE	0.00	0.00
2	8	T5NNN-RC369 6 GAN	LACASSE RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, 36X96 Solid: Anthracite Grey Tag 1: BREAKRM & STAFF LOUNGE List Price: 1096.00 Discount Off List: 50.00 %	548.00	4,384.00
3	1	T5NNN-RC481 20 GAN	LACASSE RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, 48x120 Solid: Anthracite Grey Tag 1: TREE CREW LOUNGE List Price: 1928.00 Discount Off List: 50.00 %	964.00	964.00

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INTERIORS GROUP

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	19	TNNNK-ATL22 8	LACASSE METAL ANGLED LEG 29H, PAIR, BLACK Tag 1: BREAKRM, STAFF LOUNGE, TREE CR List Price: 521.00 Discount Off List: 50.00 %	260.50	4,949.50
5	2	S41XN-S3072 UF-AGRV25NL (2) SAH GAN Front Only)	LACASSE Desk, Sngl Ped, Right, B/B/F, Grommet in LEFT corner Two-Tone Wood Grain - Sahara Solid: Anthracite Grey (Pedestal Tag 1: GEN RD OFFICE 1 & 2 List Price: 1900.00 Discount Off List: 50.00 %	950.00	1,900.00
6	2	S41XN-FF244 2R.1 (2) SAH GAN CONTINUED...	LACASSE Return, Executive, Left, 1 Ped, F/F, 9" Modesty Panel Two-Tone Wood Grain - Sahara Solid: Anthracite Grey (Pedestal	754.00	1,508.00

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Front Only)					
			Tag 1: GEN RD OFFICE 1 & 2		
			List Price: 1508.00		
			Discount Off List: 50.00 %		
7	2	41XN-202465 BL	LACASSE Stg. or Wrdrb. Unit, Open Lft, 3 Adj. & 1 Full-Wd Fxd. Shlf, Full-Wd Hanger Bar, SS Hndl 20" (500MM) Dx24" (600MM) Wx65" (1635 MM) H	843.00	1,686.00
	(1)	SAH	Single-Tone Wood Grain - Sahara		
			Tag 1: GEN RD OFFICE 1 & 2		
			List Price: 1686.00		
			Discount Off List: 50.00 %		
8	1	S41XN-UF307 2S-AGRV25NR	LACASSE Desk, Sngl Ped, Left, B/B/F, Grommet in RIGHT corner	950.00	950.00
	(2)	SAH	Two-Tone		
		GAN	Wood Grain - Sahara		
			Solid: Anthracite Grey (Pedestal		
CONTINUED...					

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QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Front Only)					
			Tag 1: TRAFFIC SAFETY		
			List Price: 1900.00		
			Discount Off List: 50.00 %		
9	1	S41XN-R2448 FF.1	LACASSE Return, Executive, Right, 1 Ped F/F, 9" Modesty Panel	788.50	788.50
			(2)		
			SAH		
			GAN		
			Two-Tone		
			Wood Grain - Sahara		
			Solid: Anthracite Grey (Pedestal		
Front Only)					
			Tag 1: TRAFFIC SAFETY		
			List Price: 1577.00		
			Discount Off List: 50.00 %		
10	1	SM1NXS-2436 65BFF	LACASSE COMBND STORAGE, LAMINATE DOORS, 65"H - WITH 400E SERIES HANDLE	1,919.50	1,919.50
			(1)		
			SAH		
			Single-Tone		
			Wood Grain - Sahara		
			CONTINUED...		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Tag 1: TRAFFIC SAFETY Tag 2: SPE157128 List Price: 3839.00 Discount Off List: 50.00 %					
11	2	RIDFA-18362 8LF2	LACASSE Metal lateral file, 2-high, 36"W, 18"D, 27 7/8"H, full pull, Anthracite lock	827.00	1,654.00
		~ W	Regular Lock With Counterweight (factory installed)		
		(STD) P28	Standard Offer Anthracite Grey		
Tag 1: TRAFFIC SAFETY List Price: 1654.00 Discount Off List: 50.00 %					
12	1	R1NNN-TO721 8	LACASSE Thermofused laminate top for 18"D metal storage units, 72"W, 18"D, 1"H	213.00	213.00
		SAH	Wood Grain - Sahara CONTINUED...		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Tag 1: TRAFFIC SAFETY List Price: 426.00 Discount Off List: 50.00 %					
13	1	S41XN-UF307 2S-AGRV25NR	LACASSE Desk, Sngl Ped, Left, B/B/F, Grommet in RIGHT corner	950.00	950.00
	(2)	SAH	Two-Tone		
		GAN	Wood Grain - Sahara		
			Solid: Anthracite Grey (Pedestal		
		Front Only)			
Tag 1: TRAFFIC SAFETY #2 List Price: 1900.00 Discount Off List: 50.00 %					
14	1	S41XN-R2448 FF	LACASSE Return, Executive, Right, 1 Ped F/F, Full Modesty Panel	725.00	725.00
	(2)	SAH	Two-Tone		
		GAN	Wood Grain - Sahara		
			Solid: Anthracite Grey (Pedestal		
		Front Only)			
CONTINUED...					



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SALESPERSON:
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CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Tag 1: TRAFFIC SAFETY #2 List Price: 1450.00 Discount Off List: 50.00 %					
15	2	S41XN-S3072 UF-AGRV25NL	LACASSE Desk, Sngl Ped, Right, B/B/F, Grommet in LEFT corner	950.00	1,900.00
	(2)	SAH	Two-Tone		
		GAN	Wood Grain - Sahara		
			Solid: Anthracite Grey (Pedestal		
			Front Only)		
Tag 1: GROUNDS OFFICE List Price: 1900.00 Discount Off List: 50.00 %					
16	2	S41XN-FF244 8R.1	LACASSE Return, Executive, Left, 1 Ped, F/F, 9" Modesty Panel	788.50	1,577.00
	(2)	SAH	Two-Tone		
		GAN	Wood Grain - Sahara		
			Solid: Anthracite Grey (Pedestal		
			Front Only)		

CONTINUED...

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Tag 1: GROUNDS OFFICE List Price: 1577.00 Discount Off List: 50.00 %					
17	2	41NN-EM4822 16P	LACASSE Hutch,Wall-Mounted w/Doors,3 Doors 16"(400MM)D x 48"(1200MM)W x 22"(553MM)H	670.50	1,341.00
	(1)	SAH	Single-Tone Wood Grain - Sahara		
Tag 1: GROUNDS OFFICE List Price: 1341.00 Discount Off List: 50.00 %					
18	3	S41XN-UF307 2S-AGRV25NR	LACASSE Desk,Sngl Ped,Left,B/B/F, Grommet in RIGHT corner	950.00	2,850.00
	(2)	SAH	Two-Tone Wood Grain - Sahara		
	GAN		Solid: Anthracite Grey (Pedestal Front Only)		
Tag 1: ROADS OFFICE CONTINUED...					

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
List Price: 1900.00 Discount Off List: 50.00 %					
19	3	S41XN-R2442 FF.1	LACASSE Return, Executive, Right, 1 Ped F/F, 9" Modesty Panel	754.00	2,262.00
	(2)	SAH	Two-Tone		
		GAN	Wood Grain - Sahara		
			Solid: Anthracite Grey (Pedestal Front Only)		
			Tag 1: ROADS OFFICE		
			List Price: 1508.00		
			Discount Off List: 50.00 %		
20	3	41NN-EM4222 16P	LACASSE Hutch, Wall-Mounted w/Doors, 2 Doors 16" (400MM) D x 42" (1050MM) W x 22" (553MM) H	624.50	1,873.50
	(1)	SAH	Single-Tone		
			Wood Grain - Sahara		
			Tag 1: ROADS OFFICE		
			List Price: 1249.00		
			CONTINUED...		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Discount Off List: 50.00 %					
21	1	S41XN-S3072 UF-AGRV25NL	LACASSE Desk, Sngl Ped, Right, B/B/F, Grommet in LEFT corner	950.00	950.00
	(2)		Two-Tone		
	SAH		Wood Grain - Sahara		
	GAN		Solid: Anthracite Grey (Pedestal		
		Front Only)			
			Tag 1: TREE DIVISION OFFICE		
			List Price: 1900.00		
			Discount Off List: 50.00 %		
22	1	S41XN-FF244 8R.1	LACASSE Return, Executive, Left, 1 Ped, F/F, 9" Modesty Panel	788.50	788.50
	(2)		Two-Tone		
	SAH		Wood Grain - Sahara		
	GAN		Solid: Anthracite Grey (Pedestal		
		Front Only)			
			Tag 1: TREE DIVISION OFFICE		
			List Price: 1577.00		
			CONTINUED...		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Discount Off List: 50.00 %					
23	1	41NN-EM4822 16P	LACASSE Hutch,Wall-Mounted w/Doors,3 Doors 16" (400MM)D x 48" (1200MM)W x 22" (553MM)H (1) SAH Single-Tone Wood Grain - Sahara Tag 1: TREE DIVISION OFFICE List Price: 1341.00 Discount Off List: 50.00 %	670.50	670.50
24	1	SM1NXS-2436 65BFF	LACASSE COMBND STORAGE,LAMINATE DOORS,65"H - WITH 400E SERIES HANDLE (1) SAH Single-Tone Wood Grain - Sahara Tag 1: TREE DIVISION OFFICE Tag 2: SPE157128 List Price: 3839.00 Discount Off List: 50.00 %	1,919.50	1,919.50

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
25	1	T5NNN-RC488 4	LACASSE RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, 48X84 Wood Grain - Sahara Tag 1: CONFERENCE List Price: 1223.00 Discount Off List: 50.00 %	611.50	611.50
		SAH			
26	2	TNNNN-LB052 4	LACASSE LAMINATE BASE, 24X5 Solid: Anthracite Grey Tag 1: CONFERENCE List Price: 723.00 Discount Off List: 50.00 %	361.50	723.00
		GAN			
27	1	41XN-LF2072 B	LACASSE Credenza, Lateral File/Bookcase, 2 Lat Files, Bookcase Unit w/Doors and Adj Shelf, Locks, SS Hndl 20" (500MM) D x 72" (1800MM) W Single-Tone Wood Grain - Sahara Tag 1: CONFERENCE CONTINUED...	1,165.50	1,165.50
		(1) SAH			

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
List Price: 2331.00 Discount Off List: 50.00 %					
28	1	T1NNK-SQR36 29XB	LACASSE SQUARE TABLE X BASE, - 1" thermofused lam w/smooth edge, matching edge color, black accent, 36"D	621.50	621.50
		SNO	Solid: Snow Tag 1: OFFICE STAFF LOUNGE List Price: 1243.00 Discount Off List: 50.00 %		
29	3	ST1NNS-RCAM 2970GC-AGRV	LACASSE RECT HEIGHT ADJ TABLE W/MOD - 1" thermofused lam w/smooth edge, matching edge color, silver accent, 29x70", Grommet in RIGHT corner	1,535.00	4,605.00
		(1) SAH	Single-Tone Wood Grain - Sahara Tag 1: OFFICE #3,#2,#1 CONTINUED...		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
List Price: 3070.00 Discount Off List: 50.00 %					
30	3	4NXN-MP1518 F	LACASSE Pedestal, Mobile, B/F, Pencil Tray, w/Lock, SS Hndl 18" (450MM) D x 15" (390MM) W x 20 3/4" (527MM) H Solid: Anthracite Grey Tag 1: OFFICE #3, #2, #1 List Price: 1123.00 Discount Off List: 50.00 %	561.50	1,684.50
		GAN			
31	3	S41NN-DT244 8B.1	LACASSE Work Surface, Rectangular, 9" Mod. Pnl, 1 Full-Width Leg, 1 Recessed Leg, 1 Grommet 24" (600MM) D x 48" (1200MM) W Single-Tone Wood Grain - Sahara Tag 1: OFFICE #3, #2, #1 List Price: 837.00 Discount Off List: 50.00 %	418.50	1,255.50
		(1) SAH			

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
32	3	4NXN-P1518F FL GAN	LACASSE Pedestal, Modular, F/F, w/Lock, SS Hndl 18" (450MM) D x 15" (388MM) W x 28" (713MM) H Solid: Anthracite Grey Tag 1: OFFICE #3, #2, #1 List Price: 1056.00 Discount Off List: 50.00 %	528.00	1,584.00
33	3	41NN-EM4822 16P (1) SAH	LACASSE Hutch, Wall-Mounted w/Doors, 3 Doors 16" (400MM) D x 48" (1200MM) W x 22" (553MM) H Single-Tone Wood Grain - Sahara Tag 1: OFFICE #3, #2, #1 List Price: 1341.00 Discount Off List: 50.00 %	670.50	2,011.50
34	3	41XN-242473 BR	LACASSE Stg. or Wrdrb. Unit, Open Rt, 3 Adj. & 1 Full-Wd Fxd. Shlf, Full-Wd Hanger Bar, SS Hndl 24" (600MM) Dx24" (600MM) Wx73" (1834	925.50	2,776.50

CONTINUED...

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		(1) SAH	MM)H Single-Tone Wood Grain - Sahara Tag 1: OFFICE #3,#2,#1 List Price: 1851.00 Discount Off List: 50.00 %		
35	2	RIDFA-18305 4LF4	LACASSE Metal lateral file, 4-high, 30"W, 18"D, 53 3/8"H, full pull, Anthracite lock	1,289.00	2,578.00
		~ W	Regular Lock With Counterweight (factory installed)		
		~ (STD) P28	No Posting Shelf Standard Offer Anthracite Grey Tag 1: OFFICE #1 List Price: 2578.00 Discount Off List: 50.00 %		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
36	1	RIDFA-18365 4LF4	LACASSE Metal lateral file, 4-high, 36"W, 18"D, 53 3/8"H, full pull, Anthracite lock ~ Regular Lock W With Counterweight (factory installed) ~ No Posting Shelf (STD) Standard Offer P28 Anthracite Grey Tag 1: OFFICE #3 List Price: 2592.00 Discount Off List: 50.00 %	1,296.00	1,296.00
37	1	S41XN-UF367 2S-AGRV25NR	LACASSE Desk, Sngl Ped, Left, B/B/F, Grommet in RIGHT corner (2) Two-Tone SAH Wood Grain - Sahara GAN Solid: Anthracite Grey (Pedestal Front Only) Tag 1: GENERAL OFFICE List Price: 1978.00 Discount Off List: 50.00 %	989.00	989.00

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND PUBLIC WORKS

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
38	1	S41XN-S3672 UF-AGRV25NL	LACASSE Desk, Sngl Ped, Right, B/B/F, Grommet in LEFT corner (2) SAH Two-Tone GAN Wood Grain - Sahara Solid: Anthracite Grey (Pedestal Front Only) Tag 1: GENERAL OFFICE List Price: 1978.00 Discount Off List: 50.00 %	989.00	989.00
39	2	ST1NNS-RCA2 346GC-AGRV2	LACASSE RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, silver accent, 23x46", Grommet in CENTER SAH Wood Grain - Sahara Tag 1: GENERAL OFFICE List Price: 2706.00 Discount Off List: 50.00 %	1,353.00	2,706.00

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND PUBLIC WORKS

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
40	2	M1NNN-MC721 4	LACASSE 1" TFL - MODULAR COUNTERTOP, SMOOTH EDGE, 14"HX12"DX72"W Single-Tone Wood Grain - Sahara Tag 1: GENERAL OFFICE List Price: 645.00 Discount Off List: 50.00 %	322.50	645.00
		(1) SAH			
41	1	41XN-LF2072 S	LACASSE Credenza, Lateral File, Left, 2 Lat Files, Lock, Grommet on Mod. Pnl, SS Hndl 20" (500MM) D x 72" (1800MM) W Two-Tone Wood Grain - Sahara Solid: Anthracite Grey (Pedestal Front Only) Tag 1: GENERAL OFFICE List Price: 1902.00 Discount Off List: 50.00 %	951.00	951.00
		(2) SAH GAN			

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND PUBLIC WORKS

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
42	1	41XN-S2072L F	LACASSE Credenza, Lateral File, Right, 2 Lat Files, Lock, Grommet on Mod. Pnl, SS Hndl 20" (500MM) D x 72" (1800MM) W (2) Two-Tone SAH Wood Grain -Sahara GAN Solid: Anthracite Grey (Pedestal Front Only) Tag 1: GENERAL OFFICE List Price: 1902.00 Discount Off List: 50.00 %	951.00	951.00
43	1	RIDFA-18302 8LF2	LACASSE Metal lateral file, 2-high, 30"W, 18"D, 27 7/8"H, full pull, Anthracite lock ~ Regular Lock W With Counterweight (factory installed) (STD) Standard Offer P28 Anthracite Grey Tag 1: GENERAL OFFICE List Price: 1541.00 CONTINUED...	770.50	770.50

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND PUBLIC WORKS

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Discount Off List: 50.00 %					
44	1	RIDFA-18362 8LF2	LACASSE Metal lateral file, 2-high, 36"W, 18"D, 27 7/8"H, full pull, Anthracite lock	827.00	827.00
		~	Regular Lock		
		W	With Counterweight (factory		
		installed)			
		(STD)	Standard Offer		
		P28	Anthracite Grey		
			Tag 1: GENERAL OFFICE		
			List Price: 1654.00		
			Discount Off List: 50.00 %		
45	1	SR1NNN-TO66 18	LACASSE Thermofused laminate top for 18"D metal storage units, 66"W, 18"D, 1"H	213.00	213.00
		SAH	Wood Grain - Sahara		
			Tag 1: GENERAL OFFICE		
			List Price: 426.00		
			CONTINUED...		

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND PUBLIC WORKS

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Discount Off List: 50.00 %					
46	1	RIDFA-18304 1LF3	LACASSE Metal lateral file, 3-high, 30"W, 18"D, 40 1/16"H, full pull, Anthracite lock	1,031.50	1,031.50
	~		Regular Lock		
	W		With Counterweight (factory		
		installed)			
	(STD)		Standard Offer		
	P28		Anthracite Grey		
			Tag 1: GENERAL OFFICE		
			List Price: 2063.00		
			Discount Off List: 50.00 %		
47	3	RIDFA-18364 1LF3	LACASSE Metal lateral file, 3-high, 36"W, 18"D, 40 1/16"H, full pull, Anthracite lock	1,060.50	3,181.50
	~		Regular Lock		
	W		With Counterweight (factory		
		installed)			
	(STD)		Standard Offer		
		CONTINUED...			

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

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CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND PUBLIC WORKS

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		P28	Anthracite Grey Tag 1: GENERAL OFFICE List Price: 2121.00 Discount Off List: 50.00 %		
48	1	41NN-EM6622 16P	LACASSE Hutch,Wall-Mounted w/Doors,4 Doors 16" (400MM)D x 66" (1650MM)W x 22" (553MM)H (1) SAH Single-Tone Wood Grain - Sahara Tag 1: GENERAL OFFICE List Price: 1600.00 Discount Off List: 50.00 %	800.00	800.00
49	1	41NN-EM7222 16P	LACASSE Hutch,Wall-Mounted w/Doors,4 Doors 16" (400MM)D x 72" (1800MM)W x 22" (553MM)H (1) SAH Single-Tone Wood Grain - Sahara Tag 1: GENERAL OFFICE CONTINUED...	843.00	843.00

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

PO BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND PUBLIC WORKS

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
List Price: 1686.00 Discount Off List: 50.00 %					
50	1	BELLIA DESIGN SERVICES	BELLIA OFFICE FURNITURE BELLIA DESIGN SERVICES	1,250.00	1,250.00
List Price: 1250.00					
51	1	BELLIA PM SERVICES	BELLIA OFFICE FURNITURE BELLIA PM SERVICES	625.00	625.00
List Price: 625.00					
52	1	INSTALL	AFI Receive, Deliver, Install, & Remove Related Debris - Union Labor, Normal Hours, Clear Conditions	18,588.57	18,588.57
List Price: 18588.57					

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63963
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND PUBLIC WORKS

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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TIPS CONTRACT #210305

PLEASE MAKE PO OUT TO: GROUPE
LACASSE, LLC C/O BELLIA OFFICE
FURNITURE 222 MERCHANDISE MART
PLAZA, SUITE 1000, CHICAGO, IL
60654-1103, TIPS CONTRACT 210305
*** PLEASE MAIL ORIGINAL PO TO
THIS ADDRESS AND EMAIL A COPY TO
YOUR ACCOUNT REPRESENTATIVE AT
BELLIA OFFICE FURNITURE ***

Thank you for the opportunity to provide solutions for your workplace!

	SUBTOTAL.....:	74,533.50
	DESIGN	1,250.00
	DEL/INSTALL.:	18,588.57
	PROJ MGT	625.00

	TOTAL.....:	94,997.07
		=====

ACCEPTED BY: _____
DATE ACCEPTED: _____

PAGE 25 OF 25

RESOLUTION NO. 2025- 168

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A STATE CONTRACT VENDOR, SOI/EXEMPLIS c/o BELLIA OFFICE FURNITURE, CYPRESS, CA, FOR THE PURCHASE OF FURNITURE FOR THE CITY FACILITY LOCATED AT 78 W. PARK AVENUE.

WHEREAS, the City of Vineland pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the City of Vineland intends to enter into a contract with a State Contract Vendor for SOI/Exemplis, through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

WHEREAS, it has been recommended that a contract be awarded to SOI/Exemplis c/o Bellia Office Furniture, Cypress, CA for the purchase of furniture for the City of Vineland facility located at 78 W. Park Avenue, based upon the proposals received for the following:

- | | |
|--|----------------------------|
| 1. ENGINEERING DIVISION – #25-COMG-94142 - | \$ 18,598.92 |
| 2. DEPT. OF PUBLIC WORKS - #25-COMG-94142/TVR912680 - | <u>\$ 36,785.20</u> |
| IN AN AMOUNT NOT TO EXCEED | \$ 55,384.12; and |

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, as follows:

1. THAT this contract for the purchase of furniture for the City of Vineland facility located at 78 W. Park Avenue is awarded pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), under the State of New Jersey Cooperative Purchasing Program.
2. THAT the Purchasing Agent be and the same is hereby authorized to issue a contract to SOI/Exemplis c/o Bellia Office Furniture, Cypress, CA based upon the proposals received, for the purchase of furniture for the City of Vineland facility located at 78 W. Park Avenue, as stated above.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



REQUEST FOR RESOLUTION FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$44,000.00)

1. COOPERATIVE NAME: SOI/EXEMPLIS COOPERATIVE NUMBER: 25-COMG-94142
2. GOODS OR SERVICES (DETAILED EXPLANATION): Furnishings for Engineering Division's New Office located at 78 W. Park Avenue
3. AMOUNT TO BE AWARDED: \$18,598.92
☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. BUDGETED ITEM: ☒ YES ☐ NO ACCOUNT NUMBER: 5-05-55-512-9007-52002
5. CAPITAL ORDINANCE: ☐ YES ☒ NO ORDINANCE NUMBER: _____
6. TRACKING ID(S): _____ COMMODITY CODE(S): 425
7. CONTRACT PERIOD (IF APPLICABLE): _____
8. DATE TO BE AWARDED: April 8, 2025
9. RECOMMENDED VENDOR NAME AND ADDRESS: SIT ON IT/EXEMPLIS LLC, C/O BELLIA OFFICE FURNITURE
6415 KATELLA AVE., SUITE 200, CYPRESS, CA 90630
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDED ADDITIONAL INFORMATION FOR COUNCIL):

11. TYPE OF CONTRACT: ☒ STATE ☐ NATIONAL ☐ REGIONAL ☐ COUNTY
12. EVALUATION PERFORMED BY: David J. Maillet, City Engineer, ext 4098
(NAME, TITLE AND EXTENSION NUMBER)
13. APPROVED BY: David J. Maillet
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
14. ATTACHMENTS: ☒ AWARDDING PROPOSAL ☐ OTHER:

COPY TO:
PurchasingOffice@vinelandcity.org

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
 640 E WOOD ST

CITY OF VINELAND

POX BOX 1508
 640 E WOOD ST
 VINELAND NJ 08362-1508

SALESPERSON:
 KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
 04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	8	1051FT1.PS	EXEMPLIS CORPORATION Rio, Four Leg Chair, Plastic Back & Seat, Armless FC2 Silver Frame ~ No Tablet Arm GL3 Floor Saver Glide SC5 Navy ~ No Selection AC Fully Assembled in Carton Tag 1: STAFF LOUNGE List Price: 307.00 Discount Off List: 48.00 %	159.64	1,277.12
2	10	2723Y.A141. B1	EXEMPLIS CORPORATION Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height Adj Arms FC1 Black Frame B17 Standard Black Nylon Base E3 Seat Depth Adjustment Upgrade C16 Standard Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection CONTINUED...	506.48	5,064.80



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63960
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		FG3 CANTER EPU CA ON ~ KD	Fabric Grade 3 Canter EPU Standard Color Selection Canter EPU Onyx No Selection Knocked Down Tag 1: GENERAL OFFICE, OFFICE 2,3,4, List Price: 974.00 Discount Off List: 48.00 %		
3	6	5651B1.A130	EXEMPLIS CORPORATION Focus, Side Chair, Mesh Back, Black Frame, A130 Arm MC1 FABRIC ~ FG3 CANTER EPU CA ON G13	330.20	1,981.20
			Black Mesh Fabric Grade Selections No Selection Fabric Grade 3 Canter EPU Standard Color Selection Canter EPU Onyx Steel Glide, Carpet Only Tag 1: OFFICE 2,3,4 List Price: 635.00 Discount Off List: 48.00 %		



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63960
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST

CITY OF VINELAND
POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	20	5641B1.A130	EXEMPLIS CORPORATION Focus, Side Chair, Mesh Back, Black Frame, with Casters, A130 Arm MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG3 Fabric Grade 3 CANTER EPU Canter EPU Standard Color Selection CA ON Canter EPU Onyx C13 Standard Carpet Casters Tag 1: CONFERENCE RM List Price: 658.00 Discount Off List: 48.00 %	342.16	6,843.20
5	10	3152.WM03	EXEMPLIS CORPORATION Wire Management, Cable Caddy (J-Chan) Tag 1: GENERAL OFFICE, OFFICE 2,3,4, List Price: 178.00 Discount Off List: 48.00 %	92.56	925.60



1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63960
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
6	1	INSTALL	AFI Installation 1 Installers 13 Total Installer Hours Prevailing Wage, Normal Hours, Clear Conditions List Price: 2507.00 PLEASE MAKE PO OUT AS FOLLOWS: SOI/EXEMPLIS, C/O BELLIA OFFICE FURNITURE, 6415 KATELLA AVE. SUITE 200, CYPRESS, CA 90630 RE: *** PLEASE MAIL ORIGINAL PO TO THIS ADDRESS AND EMAIL A COPY TO YOUR ACCOUNT REP AT BELLIA *** NJ STATE CONTRACT 25-COMG-94142	2,507.00	2,507.00

Thank you for the opportunity to provide solutions for your workplace!

SUBTOTAL.....: 16,091.92

DEL/INSTALL.: 2,507.00

ACCEPTED BY: _____
DATE ACCEPTED: _____

TOTAL.....: 18,598.92
=====

PAGE 40F 4



**REQUEST FOR RESOLUTION FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$44,000.00)**

1. COOPERATIVE NAME: SOI COOPERATIVE NUMBER: 25-COMG-94142/TVR912680
2. GOODS OR SERVICES (DETAILED EXPLANATION): Furnishing for New Public Works
Offices -78 W. Park Avenue
3. AMOUNT TO BE AWARDED: \$36,785.20
☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. BUDGETED ITEM: ☒ YES ☐ NO ACCOUNT NUMBER: 5-05-55-512-9007-52002
5. CAPITAL ORDINANCE: ☐ YES ☒ NO ORDINANCE NUMBER: _____
6. TRACKING ID(S): _____ COMMODITY CODE(S): 425
7. CONTRACT PERIOD (IF APPLICABLE): _____
8. DATE TO BE AWARDED: _____
9. RECOMMENDED VENDOR NAME AND ADDRESS: SOI/Exemplis, C/O Bella Office Furniture, 6415 Katella Ave, Suite 200, Cypress, CA 90630
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDED ADDITIONAL INFORMATION FOR COUNCIL):

11. TYPE OF CONTRACT: ☒ STATE ☐ NATIONAL ☐ REGIONAL ☐ COUNTY
12. EVALUATION PERFORMED BY: H. James Neher, Director of Public Works
(NAME, TITLE AND EXTENSION NUMBER)
13. APPROVED BY: [Signature]
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
14. ATTACHMENTS: ☒ AWARDED PROPOSAL ☐ OTHER:

COPY TO:
PurchasingOffice@vinelandcity.org

1

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63964
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND PUBLIC WORKS

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	90	1051FT1.PS	EXEMPLIS CORPORATION Rio, Four Leg Chair, Plastic Back & Seat, Armless FC1 Black Frame ~ No Tablet Arm GL3 Floor Saver Glide SC18 Sterling ~ No Selection AC Fully Assembled in Carton Tag 1: BREAKRM, STAFF LOUNGE, TREE CR List Price: 307.00 Discount Off List: 48.00 %	159.64	14,367.60
2	10	2723Y.A141. B1	EXEMPLIS CORPORATION Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height Adj Arms FC1 Black Frame B17 Standard Black Nylon Base E3 Seat Depth Adjustment Upgrade C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection CONTINUED...	527.28	5,272.80

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63964
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND PUBLIC WORKS

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		FG3	Fabric Grade 3		
		CANTER EPU	Canter EPU Standard Color Selection		
		CA ON	Canter EPU Onyx		
		~	No Selection		
		KD	Knocked Down		
			Tag 1: GEN RD OFFICE #1 & #2, TRAFFIC		
			List Price: 1014.00		
			Discount Off List: 48.00 %		
3	6	5651B1.A130	EXEMPLIS CORPORATION	330.20	1,981.20
			Focus, Side Chair, Mesh Back,		
			Black Frame, A130 Arm		
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG3	Fabric Grade 3		
		CANTER EPU	Canter EPU Standard Color Selection		
		CA ON	Canter EPU Onyx		
		G12	Floor Saver Glide		
			Tag 1: GEN RD OFFICE #1 & #2, TRAFFIC		
			List Price: 635.00		
			Discount Off List: 48.00 %		

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63964
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

CITY OF VINELAND PUBLIC WORKS

POX BOX 1508

TAG: JIM NEHER

640 E WOOD ST

78 W. PARK AVE

VINELAND NJ 08362-1508

VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	8	2723T.A140. B1	EXEMPLIS CORPORATION Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Fixed Arms	434.20	3,473.60
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		C16	Standard Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG3	Fabric Grade 3		
		CANTER EPU	Canter EPU Standard Color Selection		
		CA ON	Canter EPU Onyx		
		~	No Selection		
		KD	Knocked Down		
			Tag 1: CONFERENCE		
			List Price: 835.00		
			Discount Off List: 48.00 %		
5	5	2723Y.A141. B1	EXEMPLIS CORPORATION Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height Adj Arms	506.48	2,532.40
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		CONTINUED...			

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63964
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND PUBLIC WORKS

TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		E3	Seat Depth Adjustment Upgrade		
		C16	Standard Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG3	Fabric Grade 3		
		CANTER EPU	Canter EPU Standard Color Selection		
		CA ON	Canter EPU Onyx		
		~	No Selection		
		KD	Knocked Down		
			Tag 1: OFFICE #3, #2, #1, GENERAL OFF		
			List Price: 974.00		
			Discount Off List: 48.00 %		
6	6	5651B1.A130	EXEMPLIS CORPORATION	330.20	1,981.20
			Focus, Side Chair, Mesh Back,		
			Black Frame, A130 Arm		
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG3	Fabric Grade 3		
		CANTER EPU	Canter EPU Standard Color Selection		
		CONTINUED...			

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL: 63964
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL

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VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		CA ON G13	Canter EPU Onyx Steel Glide, Carpet Only Tag 1: OFFICE #3, #2, #1 List Price: 635.00 Discount Off List: 48.00 %		
7	15	3152.WM03	EXEMPLIS CORPORATION Wire Management, Cable Caddy (J-Chan) Tag 1: GEN RD OFFICE #1 & #2, TRAFFIC List Price: 178.00 Discount Off List: 48.00 %	92.56	1,388.40
8	1	INSTALL	AFI Installation 5 Installers 30 Total Installer Hours Prevailing Wage, Normal Hours, Clear Conditions List Price: 5788.00	5,788.00	5,788.00

Bellia

INTERIORS GROUP

1047 N. Broad St., Woodbury, NJ 08096
Ph: 856.845.2234

PROPOSAL

PROPOSAL: 63964
PROJECT #: 104-53
DATE: 03/25/25

PROPOSAL FOR:

SHIP TO:

CITY OF VINELAND

POX BOX 1508
640 E WOOD ST
VINELAND NJ 08362-1508

CITY OF VINELAND PUBLIC WORKS
TAG: JIM NEHER
78 W. PARK AVE
VINELAND NJ 08360

SALESPERSON:
KIM WINTERS

CUSTOMER P/O:

QUOTE VALID THROUGH:
04/30/25

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
---	-----	---------	-------------	------	----------

PLEASE MAKE PO OUT AS FOLLOWS:
SOI/EXEMPLIS, C/O BELLIA OFFICE
FURNITURE, 6415 KATELLA AVE.
SUITE 200, CYPRESS, CA 90630 ***
PLEASE MAIL ORIGINAL PO TO THIS
ADDRESS AND EMAIL A COPY TO YOUR
ACCOUNT REP AT BELLIA ***

NJ STATE CONTRACT
25-COMG-94142/TVR 912680

Thank you for the opportunity to provide solutions for your workplace!

SUBTOTAL....: 30,997.20

DEL/INSTALL.: 5,788.00

ACCEPTED BY: _____
DATE ACCEPTED: _____

TOTAL.....: 36,785.20
=====

PAGE 6 OF 6

RESOLUTION NO. 2025-169

RESOLUTION EXERCISING OPTION TO RENEW
CONTRACT C23-0084 FOR BANKING SERVICES FOR THE
CITY OF VINELAND.

WHEREAS, on May 23, 2023, City Council adopted Resolution No. 2023-247, awarding a contract to OceanFirst Bank, 175 S. Main Road, Vineland, NJ for Banking Services for the City of Vineland.; and

WHEREAS, the specifications included an option to renew for one (1) additional two (2) year term or two (2) additional one (1) year terms; and

WHEREAS, the Chief Financial Officer has advised that it is necessary to exercise the second option for the two (2) additional one (1) year terms , extending contract #C23-0084 for the option year beginning June 1, 2025 to May 31, 2026 (first option year).

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the Purchasing Agent and the Chief Financial Officer are hereby authorized and directed to extend Contract C23-0084 to allow for the second option for the two (2) additional one (1) year terms, issued to OceanFirst Bank, 175 S. Main Road, Vineland, NJ for Banking Services for the City of Vineland, for the period June 1, 2025 to May 31, 2023.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

FROM THE DESK OF JEANINE N. MENEGETTI

March 17, 2025

MEMORANDUM TO BUSINESS ADMINISTRATION:

RE: Resolution Request to exercise the option renewal to Contract for Professional Services – Banking Services for the City of Vineland, RFP # 2023-12

Request to exercise the one (1) year option renewal to Contract C23-0084 awarded to Oceanfirst Bank, 175 E. Main Rd., Vineland, NJ 08360 for the period June 1, 2025 to May 31, 2026. The RFP specifications and contract included the option to renew for two (2) additional one (1) year terms or one (1) additional two (2) year term. The using department has requested the one (1) year option renewal term agreed upon by both parties.

If you have any questions or need additional information, please contact me.

Sincerely,



Jeanine N. Meneghetti, QPA
Purchasing Agent

RESOLUTION NO. 2025- 170

RESOLUTION EXERCISING THE ONE (1) YEAR
CONTRACT EXTENSION TO CONTRACT C24-0115
ISSUED TO UTILIQUEST, LLC, ALPHARETTA, GA FOR
AN OPEN-END CONTRACT FOR LOCATING AND
MARKING OF URD ELECTRIC FACILITIES.

WHEREAS, on July 9, 2024, City Council adopted Resolution No. 2024-307, awarding an open-end contract to UtiliQuest, LLC, Alpharetta, GA for an open-end contract for Locating and Marking of URD Electric Facilities, COV BID 2024-06; and

WHEREAS, the specifications included an option to extend for one (1) additional year term; and

WHEREAS, the Electric Utility and Purchasing Agent has advised that it is necessary to exercise the one (1) year option renewal for the period July 1, 2025 through June 30, 2026, in the estimated amount not to exceed of \$118,508.00 at the same terms and conditions of the original contract; and

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the Purchasing Agent is hereby authorized to issue the one (1) year option renewal for Contract No. C24-0115 issued to UtiliQuest, LLC, Alpharetta, GA for an open-end contract for Locating and Marking of URD Electric Facilities, for the period July 1, 2025 through June 30, 2026, in the estimated amount not to exceed \$118,508.00, at the same terms and conditions of the original contract.

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified that the funds for the contract to be awarded herein are available.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



FROM THE DESK OF JEANINE N. MENEGETTI

March 24, 2025

MEMORANDUM TO BUSINESS ADMINISTRATION:

RE: Resolution Request to Extend Contract for Open-End Contract for Locating and Marking of URD Electric Facilities.

Request to exercise the (1) one year option on Contract C24-0115 awarded by Resolution No. 2024-307 to Utiliquist, LLC, 2575 Westside Pkwy, Ste. 100, Alpharetta, GA 30004 originally for the period July 1, 2024 to June 30, 2025 with option for a second year for an estimated amount not to exceed \$118,508.00. The bid specifications and contract included the option to extend for (1) additional year and as such the City wishes to exercise the (1) year extension from July 1, 2025 to June 31, 2026 for an estimated amount not to exceed \$118,508.00. The contractor has agreed to extend under the same terms and conditions.

If you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jeanine N. Meneghetti".

Jeanine N. Meneghetti, QPA
Purchasing Agent

RESOLUTION NO. 2025- 171

A RESOLUTION REJECTING BIDS RECEIVED ON JANUARY 31, 2025 FOR THE PURCHASE OF A NEW POWER TRANSFORMER FOR WEST SUBSTATION AND AUTHORIZING THE PURCHASING AGENT TO RE-ADVERTISE FOR BIDS.

WHEREAS, the City of Vineland has heretofore advertised for bids for the Purchase of a New Power Transformer for West Substation, COV BID 2024-68, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on January 31, 2025, bids were received, duly opened and read aloud, being referred to the Business Administrator for tabulation, evaluation, report and recommendation; and

WHEREAS, the Business Administrator has submitted a written report and tabulation of the bids received, said report indicating that the bids submitted to the Purchasing Agent on April 1, 2025 for the above, must be rejected in order to substantially revise the specifications and re-advertise; now, therefore

BE IT RESOLVED by the Council of the City of Vineland that:

1. The bids received by the Purchasing Agent on January 31, 2025, for the Purchase of a New Power Transformer for West Substation, COV BID 2024-68, be and the same are hereby rejected.
2. The Purchasing Agent is hereby authorized and directed to immediately return to said bidders any bid bonds, certified checks, or other forms of security submitted by such bidders.
3. The Purchasing Agent of the City of Vineland is hereby authorized and directed to re-advertise for bids, at which time such bids submitted shall be publicly opened and read aloud.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



April 1, 2025

REPORT TO: THE MAYOR AND COUNCIL

RE: Proposals Submitted to the Purchasing Agent 1/31/25

Dear Mayor and Members of Council:

Submitted to you herewith for your consideration is our evaluation of the proposals submitted to the Purchasing Agent on January 31, 2025.

FOR THE PURCHASE OF A NEW POWER TRANSFORMER FOR WEST SUBSTATION,
COV BID #2024-68

It is the recommendation of the Municipal Department Head of Utilities, which has the concurrence of the Purchasing Agent, and the Business Administrator that the bid received for the above must be rejected because the contracting unit wants to substantially revise the specifications.

We trust that the above recommendation will receive your favorable consideration and that the recommended resolution will be adopted as presented.

Respectfully submitted,

Robert E. Dickenson, Jr.
Business Administrator

RD/rl





RECEIVED
MAR 21 2025
CITY OF VINELAND
PURCHASING DEPT.

BID EVALUATION FORM – REJECTING ALL BIDS

DEPARTMENT: Electric Utility DATE: 03/21/2025

The undersigned recommends that all bids be rejected for the following:

1. BID TITLE: Power Transformer for West Substation
2. BID NUMBER: COV BID #2024-68
3. 40A:11-13.2 REJECTION OF BIDS/REASONS:

A contracting unit may reject all bids for any of the following reasons (Choose One):

- ☐ The lowest bid substantially exceeds the cost estimates
- ☐ The lowest bid substantially exceeds the contracting unit's appropriation
- ☐ The governing body of the contracting unit decides to abandon the project
- ☒ The contracting unit wants to substantially revise the specifications
- ☐ The purposes or provisions or both of P.L. 1971, c. 198 (C.40A:11-1 et seq.) are being violated.
- ☐ The governing body of the contracting unit decides to use the State authorized contract pursuant to Section 12 of P.L. 1971, c. 198 (C.40A:11- 12).

4. COMMENTS/SPECIAL INSTRUCTIONS: The technical requirements proposed within the received bids do not satisfy our evaluation criteria.

5. EVALUATION PERFORMED BY: Electric Engineering

6. APPROVED BY: Dennis Koons

7. ATTACHED: (CHECK-OFF LIST)

- ☒ Tabulation of Bids
- ☐ Justification for Recommendation (if applicable)
- ☐ Evaluation Data (if applicable)

COPY TO:
PurchasingOffice@vinelandcity.org

PURCHASING AGENT RECOMMENDATION AWARD
COV BID # 2024-68

Proposals were received and opened Friday, January 31, 2025 at 2:00 PM for Purchase of New Power Transformer for West Substation from the following:

Turtle & Hughes, Inc.	\$1,059,400.00
Northeast Power Sales	\$1,481,916.00
Virginia Transformer Corp.	\$3,173,000.00
Anixter Inc.	\$5,356,585.00

Comments: All bidders submitted the mandatory documents.

Recommendation: Award can be made to Turtle & Hughes, Inc., as they submitted the lowest responsive responsible bid unless the using department can justify reason not to award to Turtle & Hughes, Inc.

Jeanine N. Meneghetti, QPA
Purchasing Agent

TABULATION OF BIDS
COV BID 2024-68 PURCHASE OF NEW POWER
TRANSFORMER FOR WEST SUBSTATION
JANUARY 31, 2025

Engineers Estimate: \$2,600,000.00

	Turtle & Hughes, Inc. 100 Walnut Ave. Clark, NJ 07066	Northeast Power Sales 312 Mallard Drive Marlton, NJ 08053	Virginia Transformer Corp. 220 Glade View Drive Roanoke, VA 24012	Anixter Inc. Relhm Blvd., Ste. A Smyrna, DE 19977
Ownership Disclosure	YES	YES	YES	YES
Affir. Action Plan	YES	YES	YES	YES
Check List	YES	YES	YES	YES
Proposal	YES	YES	YES	YES
Ack. Addend.	YES	YES	YES	YES
Disclosure of Inv. Iran	YES	YES	YES	YES
TOTAL COST	\$1,059,400.000	\$1,481,916.000	\$3,173,000.000	\$5,356,585.000

Specifications received by the following:

GT General Contracting LLC
North America Procurment Council
Jaxson Industries LLC
Bolt Electrical LLC
Blackstar Diversified Enterprises, LLC
American Wire Group
Transfluid Services Inc.
AR Transformers Inc.
Costructconnect

Deerfield Electric
Lekson Assoc.
Technology Inmational Inc.
Preferred Sales Agency
Prime Vendor
Eaton
Power Tech
GE Vernova Grid Solutions
MJ Fein & Co.

AKL Engineering
JST Power Equipment
Pioneer Electrogrouop Canada ULC
RSI Sales, LLC

RESOLUTION NO. 2025 – 172

RESOLUTION AUTHORIZING ELECTRONIC TAX SALE
AND COST OF MAILING.

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services, and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct electronic tax sales, and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process, and

WHEREAS, the municipality of Vineland wishes to participate in an electronic tax sale on September 18, 2025 for the unpaid 2024 and prior charges.

WHEREAS, the rules and regulations allow a municipality to send two (2) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of \$25.00 per notice for the creation, printing and mailing of said notice; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the City of Vineland wishes to charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the municipality of Vineland, New Jersey, that the Tax Collector is hereby authorized to participate in an electronic tax sale and submit same to the Director of the Division of Local Government Services if necessary.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

**AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES**

This agreement (“**Agreement**”) entered into as of _____, 2025 (the “**Effective Date**”), between the City of Vineland, Cumberland County, a municipal subdivision of the State of New Jersey (“**Municipality**”), and RealAuction.com LLC (“**Contractor**”), a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 licensed to do business in the State of New Jersey, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates (“**Tax Certificates**”).

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the “**DCA**”) pursuant to N.J.S.A. 54:5-19.1(c) adopted regulations N.J.A.C. 5:33-1.1 (the “**New Regulations**”) governing electronic sales of Tax Certificates, effective as of January 2, 2018, and New Regulations have been further clarified by Local Finance Notice 2018-08, dated February 16, 2018 (the “**LFN**”, together with the New Regulations, as either may be amended in the future, the “**Electronic Sale Regulations**”); and

WHEREAS, the Services (as defined below) to be performed for Municipality under this Agreement shall be performed by Contractor, with ROK Industries, Inc. d/b/a NJtaxlieninvestor.com (“**ROK**”) serving as its administrative agent for purposes of invoicing, collecting payment and other ancillary services in furtherance of such Services, all in accordance with the Electronic Sales Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the “**Services**”) for Tax Certificates for the Municipality. If the Services under this Agreement have been awarded to the Contractor pursuant to a Request for Proposal (“**RFP**”) or Request for Quotation (“**RFQ**”) issued by the Municipality, the parties agree that the terms and conditions of the RFP or RFQ (as applicable) and Contractor's RFP or RFQ response (as applicable) accepted by Municipality (collectively, the “**Final RFP/RFQ**”), are hereby incorporated as if fully set forth herein and are expressly included in the defined term “**Services**.” The Electronic Sales Regulations are also hereby incorporated by reference as if fully set forth herein, and all Services shall be provided in accordance with the Electronic Sales Regulations. In the event of a conflict among the New Regulations, LFN, the Final RFP/RFQ or this Agreement, the terms and conditions of the New Regulations shall prevail, followed by the LFN, the Final RFP/RFQ and then this Agreement. For avoidance of doubt, Contractor shall not be required to comply with any terms and conditions in the Final RFP/RFQ that is expressly prohibited by the Electronic Sales Regulations.

B. The Contractor shall provide a host server (the “**Server**”) for the Web Site. As used herein, the term “**Web Site**” shall mean an Internet web site that Contractor will make available to Municipality under this

Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators (“**Auction Administrator(s)**”) and technical support necessary to facilitate the Municipality’s conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction’s administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality’s request, consult concerning optimal terms and business rules or amending same to achieve Municipality’s goals. Contractor shall set-up the Web Site to reflect Municipality’s approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality’s employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, “**Bidders**”).
- v. Providing telephone, web-based and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality’s request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

G. Contractor shall permit an independent auditor to review and examine, during normal business hours, Contractor’s internal controls and procedures, provided that such audit shall not occur more than one time in any given calendar year and the costs of such audit will be borne by Municipality.

H. Contractor and ROK, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Agreement or that of any other municipality in the State of New Jersey conducted by them.

I. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
- iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
- v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
- vi. Allowing users to view auction sale results upon completion of the auction.
- vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site. Bid amounts shall not be visible to the public or to the Municipality while the auction is in process.
- viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. **Cooperation by Municipality.** Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. Municipality acknowledges that Contractor has appointed ROK to act as its administrative agent for payment and collection under this Agreement, and Contractor will be paid based upon invoices submitted to the Municipality by ROK after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor c/o its administrative agent (ROK) in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, ROK shall provide Municipality with an invoice, which shall be paid within fifteen (15) days of receipt by the Municipality. Contractor and/or ROK will provide Municipality any other information that may be reasonably required by the Municipality.

D. All payments shall be made to:

ROK Industries, Inc.
(Administrative Agent for RealAuction.com LLC)
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor or ROK has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

F. Any payment due and payable under this Agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate of sixteen percent (16%) per annum, compounded monthly, or at the maximum rate allowed by law if said maximum

amount is less. The calculation of a daily rate shall be made based upon a year of three hundred and sixty (360) days and a month of thirty (30) days.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages; Indemnification.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours or receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site. Contractor shall be responsible for any errors or omissions of its employees and agents in performing the Services hereunder. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the last sentence of Paragraph 5(B) above, Contractor shall indemnify and hold harmless the Municipality, its directors, officers, members, employees and agents, from and against any and all claims, losses, costs, damages and liabilities incurred in connection with any third party claims relating to Contractor's performance of, or failure to perform, the Services under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so

far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor or any of its subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. Limited Agency Created; No Third Party Beneficiaries Intended. For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. Force Majeure. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet

traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Assignment. Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with Municipality's consent, which consent shall not be unreasonably withheld.

11. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to any choice of law principles. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the federal or state courts in and for the County in New Jersey where the Municipality is located.

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class registered or certified mail, postage prepaid, or overnight courier service, addressed as follows:

If to Municipality:

Address notice to the "Tax Collector" at the Municipality's official address in New Jersey.

If to Contractor:

RealAuction.com LLC
861 SW 78th Avenue
Plantation, Florida 33324
Attention: NJ Electronic Sales

With copy to:

ROK Industries, Inc.
Administrative Agent
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

12. Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

13. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission, email of a PDF document or electronic signature. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile, email of a PDF document or electronic signature shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality: City of Vineland, Cumberland County

Name: _____

Title: _____

Date: _____

*[The remainder of this page left blank intentionally.
Additional signature page follows.]*

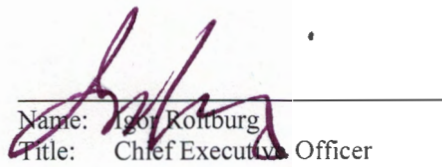


For Contractor: RealAuction.com LLC



Name: Lloyd McClendon
Title: Managing Member

For Administrative Agent: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com



Name: Igor Koltburg
Title: Chief Executive Officer

RESOLUTION NO. 2025 - 173

A RESOLUTION AUTHORIZING AND DIRECTING
THE REFUND OF TAXES

WHEREAS, the Tax Collector of the City of Vineland has recommended in writing to the Mayor and Council of the City of Vineland dated **April 8, 2025** that tax refunds be made to the following individuals who are overpaid.

<u>YEAR</u>	<u>BLOCK</u>	<u>LOT</u>	<u>QUAL</u>	<u>NAME and ADDRESS</u>	<u>AMOUNT</u>
CY 2025	1005	2		Davy Realty LLC 2073 W. Garden Rd. (Make check payable to: Corelogic Centralized Refunds, P.O. Box 9202, Coppell, TX 75019) Refund overpayment	\$60,208.57
CY 2025	2231	5		Francisco Borrueal 506 Lynn Ave. (Make check payable to: Corelogic Centralized Refunds, P.O. Box 9202, Coppell, TX 75019) Granted Totally Disabled Veteran Exemption	\$569.22
CY 2025	3304	107		John D. III or Brittany Nixon 2728 Rolfhausen Ct. (Make check payable to: Corelogic Centralized Refunds, P.O. Box 9202, Coppell, TX 75019) Granted Totally Disabled Veteran Exemption	\$941.68
CY 2025	5208	28		Nehemias Jr. or Catherine Borrero 1685 Green Valley Ct. (Make check payable to: Corelogic Centralized Refunds, P.O. Box 9202, Coppell, TX 75019) Granted Totally Disabled Veteran Exemption	\$2,070.08
CY 2025	7405	16		John J. Jr. or Darlene A. McCann 3259 Union Rd. (Make check payable to: Corelogic Centralized Refunds, P.O. Box 9202, Coppell, TX 75019) Granted Totally Disabled Veteran Exemption	\$1,632.36
TOTAL REFUNDS					\$65,421.91

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL
OF THE CITY OF VINELAND:

1. That the Chief Financial Officer of the City of Vineland be authorized and directed to refund the overpayments as set forth in the letter of the Tax Collector of the City of Vineland dated **April 8, 2025** to the Mayor and Council of the City of Vineland, aforesaid to the persons so specified for the reasons therein set forth, and the refund to the persons so specified for the reasons therein set forth, and to forward the refund checks to the Tax Collector of the City of Vineland for distribution as required or mailed to the respective parties.

2. That a certified copy of the within resolution be filed with the Chief Financial Officer, the Tax Collector and the Business Administrator of the City of Vineland, and the Cumberland County Board of Taxation.

Adopted: April 8, 2025

President of Council

pfs

ATTEST:

City Clerk

rgf

RESOLUTION NO. 2025- 174

A RESOLUTION AUTHORIZING THE CANCELLATION OF
TAXES FOR CY 2025 FOR THE REASON RECOMMENDED
BY THE CITY OF VINELAND TAX COLLECTOR.

WHEREAS, The Tax Collector of the City of Vineland, under date of April 8, 2025 has submitted to the Mayor and Council of the City of Vineland, an itemized list of taxes for CY 2025, which list is attached hereto, and made a part hereof, appearing on the records of the City of Vineland, recommending the same be canceled and charged off as invalid for the reason set forth on said itemized list by the Tax Collector which total \$2,286.30.

NOW, THEREFORE BE IT RESOLVED BY THE Municipal Council of the City of Vineland:

1. That pursuant to the written recommendations and request made by the City of Vineland Tax Collector, the taxes as more particularly shown on the itemized list, attached hereto and made part hereof, as filed with the Clerk of the City of Vineland by the Tax Collector be and the same are hereby canceled of record and discharged of record, for the reason stated herewith, all of which total \$2,286.30.

2. That the Clerk of the City of Vineland file certified copies of this Resolution forthwith with the City Auditor, Comptroller, Tax Collector, Business Administrator and County Board of Taxation.

Adopted: April 8, 2025

ATTEST:

City Clerk
rgf

President of Council

pfs

List of Tax Deductions

To the _____ Mayor and Council _____ of the _____ City of Vineland
of the _____ County of Cumberland _____

I herewith submit to you a list in duplicate of taxes, which in my opinion are uncollectible. I give you the reasons why I deem them uncollectible and I request that same be remitted and that I be relieved of the collection thereof as required by P.L. 1944 Chapter 115 (C.54:4-91.1,91.2).

Dated: April 8, 2025

~~Tax Collector~~

[illegible]

By resolution of the _____ of _____

the taxes listed above were canceled and the aforesaid

Collector released from the collection thereof.

Attest _____

CLERK

Dated _____

RESOLUTION NO. 2025- 175

A RESOLUTION IMPOSING LIENS PURSUANT TO N.J.S.A. 40:48-2.12s3 AGAINST CERTAIN PROPERTIES IN THE CITY OF VINELAND FOR UNPAID PROPERTY REGISTRATION FEES IMPOSED PURSUANT TO SAID STATUTE AND VINELAND CITY CODE § 530-13.

WHEREAS, N.J.S.A. 40:48-2.12s3 authorizes municipalities to enact ordinances charging the creditor a property registration fee for properties that are in foreclosure and an additional fee if said property is determined to be vacant in accordance with the criteria set forth in N.J.S.A. 40:48-2.12s3;

WHEREAS, consistent with N.J.S.A. 40:48-2.12s3, Vineland City Code § 530-13 imposes property registration fees on such properties.

WHEREAS, the properties listed below are in foreclosure and some have been determined by the Department of Licenses and Inspections to be vacant and abandoned properties pursuant to N.J.S.A. 40:48-2.12s3 and Vineland City Code § 530-13.

WHEREAS, notices have been provided to the following creditors informing them of their respective obligations to pay the appropriate property registration fees, however, the creditors have failed to make payment.

WHEREAS, N.J.S.A. 40:48-2.12s3(d) provides that property registration fees allowed under said statute and imposed by municipal ordinance are considered a municipal charge pursuant to the tax sale law.

WHEREAS, the following charges have been certified, as set forth in Exhibit A, to City Council to be correct and due and owing from the Creditors or its agents as set forth on the list below.

WHEREAS, it is the desire of the City of Vineland to place a lien, in accordance with N.J.S.A. 40:48-2.12s3(d) against the properties set forth on the list below, in the amounts set forth on the list below, which are equal to the current unpaid property registration fees; now therefore,

BE IT RESOLVED by the Council of the City of Vineland that the following charges have been found to be correct and shall be charged against such lands:

Address	Block / Lot	Property Owner	Creditor/Agent	Amt.
343 E Butler Ave	7111 / 13	Jorge A. Justiniano Est.	TD Bank, NA	\$1,500
2528 Venezia Ave	6504 / 7	Joseph Govan	The Bank of New York	\$ 500

BE IT FURTHER RESOLVED, that the amount so charged shall forthwith become a lien upon such lands in accordance with the tax lien law and shall be added to and become a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes and shall be collected and enforced by the City of Vineland Tax Collector; and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to file a statement of the amount due the City for the unpaid property registration fees, along with a copy of this Resolution, with the Tax Collector of the City of Vineland; and

BE IT FURTHER RESOLVED that the Tax Collector shall file, by registered mail, with the owner of said property and parties in interest a copy of the municipal lien certificate.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

CERTIFICATION OF THE PUBLIC OFFICER OF UNPAID PROPERTY
REGISTRATION FEES PURSUANT TO N.J.S.A. N.J.S.A. 40:48-2.12S3
AND VINELAND CITY CODE§ 530-13.

1. Matteo Rabbai, being of full age, by way of Certification, states:
2. I am the Director of Licenses and Inspections and the Public Officer for the City of Vineland and fully familiar with the facts contained herein.
3. According to the records kept by the Department of Licenses and Inspections the following creditors, or their servicing agents, owe the following amounts as unpaid property registration fees pursuant to Vineland City Code § 530-13:

Address	Block Lot	Property Owner	Creditor/Agent	Amt.
343 E Butler Ave	7111 13	Justiniano Est, Jorge A	TD Bank	\$1,500
2528 Venezia Ave	6504 7	Govan, Joseph	Mr. Cooper/Nat. Star Mortgage	\$500

4. Each of the above creditors and/or their servicing agents have been notified of their respective obligations to pay the above amounts to the City of Vineland.
5. More than thirty (30) days have passed since each of the above creditors were so notified, and the above registration fees have not been paid.
6. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 3/31/2025

Matteo R Rabbai

MATTEO RABBAI, PUBLIC OFFICER

RESOLUTION NO. 2025- 177

A RESOLUTION CANCELING OUTDATED CHECKS
ISSUED BY THE CITY OF VINELAND.

WHEREAS, the City of Vineland issued checks for payment of good and services, which checks have not been presented for payment by the parties to whom issued, all of which is reflected on the schedule attached hereto and made a part hereof; and

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the Chief Financial Officer of the City of Vineland is hereby authorized and directed to cancel checks in the amount of \$1,310.76 as listed on the attached schedule and the funds represented thereby be credited to the appropriated fund balances.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

[illegible]

RESOLUTION NO. 2025- 179

A RESOLUTION AUTHORIZING EXECUTION OF A CONSENT DECREE RESOLVING CLAIMS BETWEEN THE CITY OF VINELAND AND THE UNITED STATES OVER CONFLICTING LIEN PRIORITIES CONCERNING THE PROPERTY OF VINELAND ICE, 544 E. PEAR STREET.

WHEREAS, On March 17, 2022, the City of Vineland filed an in-rem tax foreclosure action in Superior Court of New Jersey, Docket No. F-2390-22 the object of which was to foreclose 544 E. Pear Street (the former site of Vineland Ice and Cold Storage) for non-payment of taxes.

WHEREAS, the Complaint named the United States and sought to foreclose a CERCLA Lien held by the EPA, in the amount of \$981,817.27 arising out of the emergency removal, at the request of the City of Vineland, of the anhydrous ammonia in the property's refrigeration system, which presented an immediate and serious threat to the residents of Vineland.

WHEREAS, the EPA pursuant to USCA § 1441(a) removed Vineland's in rem tax foreclosure action to Federal District Court and filed an answer contesting the priority of Vineland's tax lien.

WHEREAS, during the pendency of this action the EPA's Superfund Redevelopment Program contractor, Skeo Solutions, Inc. issued a Reuse Assessment Report recommending, among other things, that the property be used as a park, left as open space, or used for some other public purpose.

WHEREAS, considering its location, size (.69 acres), its triangular configuration, appraised value (\$75,000) and proximity to active railroad tracks, Skeo's recommendations were consistent with Vineland's intended post foreclosure use of the property.

WHEREAS, the EPA has proposed that the parties enter into the attached consent decree, which will be recorded in the Cumberland County Clerk's Office, and which will result in the dismissal of the EPA's answer but leave the CERCLA undisturbed while prohibiting the EPA from seeking a judicial sale of the property, provided the City does not sell the property or use the property for any income generating purposes, in which event the net proceeds or a portion thereof would be paid to the EPA.

WHEREAS, the Consent Decree allows the City to proceed with the foreclosure of the property, without objection from the EPA, in Superior Court of New Jersey and use the property, post foreclosure, as a park or open space as the City intended, or for a public purpose should the City's intended use of the property change.

NOW, THEREFOR, BE IT RESOLVED by the Council of the City of Vineland, County of Cumberland and State of New Jersey, the governing body of the City of Vineland, and considering that the EPA provided valuable assistance to the City and the protection of City residents by the emergent removal, at the request of the City of Vineland, of the anhydrous ammonia in the property's refrigeration system, the continued close cooperation between the City and EPA at other sites in the City, and that the Consent Decree allows the City to use the property, post foreclosure, as it intended, the Solicitor or Associate Solicitor for the City is hereby authorized to execute, on behalf of the City, the attached Consent Decree and bind the City to the terms thereof.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

	)	
CITY OF VINELAND,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 22-cv-02444
	)	(CPO) (MJS)
VINELAND ICE AND STORAGE, LLC,	)	
SUMMIT BANK, ENTERPRISE ZONE	)	
DEVELOPMENT CORPORATION OF	)	
VINELAND AND MILLVILLE AND THE	)	
UNITED STATES OF AMERICA,	)	
	)	
Defendants.	)	
	)	

CONSENT DECREE

TABLE OF CONTENTS

I.	BACKGROUND	1
II.	JURISDICTION	3
III.	PARTIES BOUND	3
IV.	DEFINITIONS.....	3
V.	STATEMENT OF PURPOSE	4
VI.	SURVIVAL AND VALIDITY OF CERCLA LIEN.....	5
VII.	PAYMENT TO RELEASE CERCLA LIEN	5
VIII.	NOTICES AND SUBMISSIONS.....	7
IX.	APPENDICES	8
X.	MODIFICATIONS TO DECREE	8
XI.	SIGNATORIES	8
XII.	PRE-ENTRY PROVISIONS	9
XIII.	INTEGRATION	9
XIV.	FINAL JUDGMENT	9

I. BACKGROUND

A. This Consent Decree (“Decree”) is entered into under the authority of the Attorney General to compromise and settle claims of the United States of America (“United States”).

B. On March 17, 2022, the City of Vineland (the “City”) filed an action in the Superior Court of New Jersey, Cumberland County, Chancery Division, General Equity Part, Docket No. F-2390-22 (the “State Court Action”), against the United States and other defendants. The State Court Action sought to foreclose on property located at 544 E. Pear Street in the City of Vineland, Cumberland County, New Jersey and identified as Block 3009, Lot 1 on the current tax map of the City of Vineland (the “Property,” generally depicted on the map attached as Appendix A). The City is the holder of tax sale certificates in the amount of \$66,930.51 for unpaid taxes, plus interest and costs, assessed against the Property in 2015, 2016, and 2017.

C. The City named the United States as a defendant in the State Court Action because of its lien, which arose on the Property under Section 107(l)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9607(l)(1), and is recorded in the Cumberland County Clerk’s Office in Book 4181 of Mortgages for said County at page 7587 (the “CERCLA Lien”). The CERCLA Lien secures payment to the United States for the response costs incurred by the United States Environmental Protection Agency (“EPA”) in connection with response actions taken to address the release or threatened release of hazardous substances at the South Jersey Ice and Cold Storage Site (the “Site,” defined further below and generally depicted on the map attached as Appendix A). By notice dated April 27, 2022, the United States removed the State Court Action to this Court under 28 U.S.C. §§ 2410 and 1444. (ECF No. 1).

D. The Site is located in a residential neighborhood in the City of Vineland and is comprised of a 25,000 square-foot, three-story former cold storage warehouse and ice block manufacturing facility that operated from approximately 1922 to August 2016. On June 22, 2016, the City of Vineland, through the Vineland Fire Department, requested that EPA investigate the Site facility because of numerous serious concerns about its mechanical integrity and system configuration, including concerns about the threatened release of the refrigerant anhydrous ammonia. Ammonia is a “hazardous substance” within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14). Anhydrous ammonia is a toxic, flammable gas and exposure to ammonia vapors can result in immediate and severe damage to human health.

E. In response to the release or threatened release of hazardous substances, including anhydrous ammonia, at or from the Site, EPA undertook response actions at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, including the removal of approximately 9,700 pounds of anhydrous ammonia from the Site facility’s refrigeration system, and incurred response costs.

F. On August 21, 2020, the United States filed a complaint on behalf of EPA against the Site’s owner (Vineland Ice and Storage, LLC) and former operator (South Jersey Ice and Cold Storage LLC) under Sections 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a) and 9613(b), seeking a declaratory judgment on liability and reimbursement of response costs

incurred by EPA at the Site. The complaint also sought recovery *in rem* of all costs constituting the United States' CERCLA Lien. (Civ. No. 20-cv-11049 (RMB) (SAK) (D.N.J.), ECF No. 1).

G. On October 18, 2021, the United States District Court for the District of New Jersey entered a Stipulation of Judgment holding Vineland Ice and Storage, LLC and South Jersey Ice and Cold Storage LLC jointly and severally liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for past and future CERCLA response costs at the Site. (Civ. No. 20-cv-11049 (RMB) (SAK), ECF No. 32). The Stipulation of Judgment constituted a final judgment in the amount of unreimbursed CERCLA response costs incurred by EPA as of March 31, 2021 (\$981,871.27), plus interest on unpaid amounts starting on the date of entry of the Stipulation of Judgment. The Stipulation of Judgment also affirmed the CERCLA Lien's validity under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), and its continuation until EPA's response costs are satisfied and the United States executes and files, or causes to be filed, in the Cumberland County Clerk's Office a release of lien for the purpose of releasing the CERCLA Lien and causing the lien to be discharged of record. The Stipulation of Judgment is attached as Appendix B.

H. EPA has determined that Vineland Ice and Storage, LLC and South Jersey Ice and Cold Storage LLC are financially unable to pay the judgment and will continue to be for the foreseeable future. Consequently, to date, the United States has been unable to collect on the judgment for EPA's response costs at the Site.

I. During the pendency of this action before the Court, the United States provided, at no cost to the City, access to EPA's Superfund Redevelopment Program contractor, Skeo Solutions, Inc. ("Skeo"), to explore possible reuse options for the Property. Skeo had several discussions with City staff, prepared a reuse assessment report (the "Reuse Assessment Report"), subcontracted for the preparation of an appraisal report, and presented its findings to the City and the United States at a meeting in May 2024. Skeo prepared the Reuse Assessment Report after reviewing Site-related documents, holding meetings with City staff, and conducting land use analyses. The Reuse Assessment Report is attached as Appendix C.

J. The Reuse Assessment Report considered information about the Property's characteristics, history, remedial status, and local land use context, as well as stakeholder perspectives and reuse considerations, to determine the following reasonably anticipated future land uses for the Property: residential uses (such as single-family housing, two-family housing, and townhouses, as well as home businesses); neighborhood park or open space uses (such as a dog park, pocket park, or playground); community or municipal services (such as municipal offices, facilities, storage, or infrastructure); and solar electricity generation (such as ground-mounted or roof-mounted solar photovoltaic devices). All reasonably anticipated future land uses were conditioned upon addressing safety risks raised by the active rail line running along the Property's northwestern boundary.

K. The City has expressed a plan to retain ownership of the Property following foreclosure and to convert the Property into a park, maintain it as open space, or use it for some other public purpose consistent with the Reuse Assessment Report. The City does not expect the Property to be used for any income-generating purpose at this time.

L. The City and the United States agree, and this Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith and that settlement of this matter

without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1442, 1444, and 2410. Venue lies in this District under 28 U.S.C. §§ 1391(b) and 1444, because the Property is located in this judicial district and the State Court Action was filed in a state court within this judicial district. This Court retains jurisdiction over the subject matter of this action and over the Parties for the purpose of resolving disputes arising under this Decree, entering orders modifying this Decree, or effectuating or enforcing compliance with this Decree. The Parties may seek to resolve disputes arising under this Decree, request that the Court enter orders modifying this Decree, or request that the Court effectuate or enforce compliance with this Decree through this existing action; or the United States may file a standalone civil complaint in this court. The City may not challenge the terms of this Decree or this Court's jurisdiction to enter and enforce this Decree.

III. PARTIES BOUND

2. This Decree is binding upon the City and upon the United States. The City's responsibilities under this Decree cannot be assigned except under a modification executed in accordance with ¶ 13.

IV. DEFINITIONS

3. Subject to the next sentence, terms used in this Decree that are defined in CERCLA or the regulations promulgated under CERCLA have the meanings assigned to them in CERCLA and the regulations promulgated under CERCLA. Whenever the terms set forth below are used in this Decree, the following definitions apply:

"City" means the City of Vineland, New Jersey, and any successors-in-interest.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601–9675.

"CERCLA Lien" means the lien which arose on the Property under Section 107(l)(1) of CERCLA, 42 U.S.C. § 9607(l)(1), and which secures payment to the United States for the response costs incurred by EPA in connection with response actions taken at the Site. EPA perfected the CERCLA Lien by filing a Notice of Federal Lien, recorded on June 20, 2019, in the Cumberland County Clerk's Office in Book 4181 of Mortgages for said County at page 7587. As of March 31, 2021, the CERCLA Lien amount totaled \$981,871.27.

"Consent Decree" or "Decree" means this consent decree and the appendices attached hereto. If there is a conflict between Sections I through XIV and a provision in any appendix, the provision in Sections I through XIV controls.

"Day" or "day" means a calendar day. In computing any period under this Decree, the day of the event that triggers the period is not counted and, where the last day is not a working

day, the period runs until the close of business of the next working day. “Working day” means any day other than a Saturday, Sunday, or federal or state holiday.

“DOJ” means the United States Department of Justice.

“Effective Date” means the date upon which the Court’s approval of this Decree is recorded on its docket.

“EPA” means the United States Environmental Protection Agency.

“Fund” means the Hazardous Substance Superfund established under Section 9507 of the Internal Revenue Code, 26 U.S.C. § 9507.

“Including” or “including” means “including but not limited to.”

“Interest” means interest at the rate specified for interest on investments of the Fund, as provided under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded annually on October 1 of each year. The applicable rate of interest will be the rate in effect at the time the interest accrues. As of the date of lodging of this Decree, rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Paragraph” or “¶” means a portion of this Decree identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” means the City of Vineland and the United States of America.

“Property” means the property currently owned by Vineland Ice and Storage, LLC, located at 544 E. Pear Street in Vineland, Cumberland County, New Jersey and identified as Block 3009, Lot 1 on the current tax map of the City of Vineland. The Property is generally depicted on the map attached as Appendix A.

“Section” means a portion of this Decree identified by a Roman numeral.

“Site” means the South Jersey Ice and Cold Storage Site, encompassing approximately 0.825 acres, located at 544 E. Pear Street in Vineland, Cumberland County, New Jersey and identified as Block 3009, Lot 1 on the current tax map of the City of Vineland. The Site is generally depicted on the map attached as Appendix A.

“Stipulation of Judgment” means the Stipulation of Judgment entered by the U.S. District Court for the District of New Jersey on October 18, 2021, in Civ. No. 20-cv-11049 (RMB) (SAK) as ECF No. 32. The Stipulation of Judgment is attached as Appendix B.

“United States” means the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. STATEMENT OF PURPOSE

4. By entering into this Decree, the mutual objectives of the Parties are to: allow the City to continue seeking a judgment in foreclosure granting it fee simple ownership of the Property; agree the CERCLA Lien will be undisturbed by the City’s foreclosure action; affirm the CERCLA Lien’s continued existence and validity, as outlined below in Section VI, following

the grant of fee simple title to the City; and address potential future resolutions of the CERCLA Lien.

VI. SURVIVAL AND VALIDITY OF CERCLA LIEN

5. The Parties agree that, in accordance with ¶ 5 of the Stipulation of Judgment, the CERCLA Lien is valid under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), and shall continue until EPA's response costs are satisfied and the United States executes and files, or causes to be filed, in the Cumberland County Clerk's Office a release of lien for the purpose of releasing the CERCLA Lien and causing the lien to be discharged of record. The CERCLA Lien shall remain undisturbed following any court's final judgment in foreclosure vesting fee simple title to the Property in the City.

6. As of the Effective Date, the United States will not seek judicial sale of the Property under 28 U.S.C. § 2410(c) or foreclose on the Property under Section 107(l)(4) of CERCLA, 42 U.S.C. § 9607(l)(4).

7. The United States' commitments in Paragraph 6 are conditioned upon the City's satisfactory compliance with this Decree. Nothing in Paragraph 6 shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Decree.

VII. PAYMENT TO RELEASE CERCLA LIEN

8. The City shall make any payment required under this Decree in accordance with instructions provided to the City under ¶ 11 by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the District of New Jersey. The City shall make any such payment at <https://www.pay.gov>, including references to the Consolidated Debt Collection System number provided in the FLU's instructions. The City shall send notices of this payment to DOJ and EPA in accordance with ¶ 11. If the payment required under this Paragraph 8 is late, the City shall pay an additional amount for Interest from the date payment was due until the date of payment.

9. **Deposit of Payment.** EPA will deposit the total amounts paid under ¶ 10 in the Fund.

10. **Payment of Net Proceeds from Sale of Property or of Percentage of Future Earnings**

a. The United States acknowledges the City's present-day intent to retain ownership of the Property after obtaining a judgment in foreclosure granting it fee simple title. The United States also recognizes the City's intent to convert the Property into a park, maintain it as open space, or use it for a public purpose consistent with the Reuse Assessment Report, and the City's expectation not to use the Property for any income-generating purpose. The Parties agree to the following provisions to address the release of the CERCLA Lien if circumstances change and the City either sells the Property or uses it for any income-generating purpose. "Sale of the Property," as used below, includes any conveyance in accordance with the Local Redevelopment and Housing Law, N.J.S.A. § 40A:12A-1 *et seq.* "Income-generating use," as used below, means any use on the Property that would generate a net profit to the City.

b. **Sale of the Property.** The City shall provide to EPA a copy of the proposed contract for sale of the Property and must obtain EPA's written approval before executing the contract. The City shall provide to EPA a copy of any offer to purchase the Property within 48 hours after receipt of such offer in order to give EPA an opportunity to review and object to the offer. If EPA does not object to the offer within 10 days after receipt of a copy of the offer, then the City may execute the contract for sale of the Property. The City shall provide to EPA a copy of the executed contract within 7 days after signing the contract.

c. The City shall submit to EPA, at least 30 days prior to the date of any sale of the Property, a notice of the sale, a calculation of the net sales proceeds, and all documentation regarding the values used in the calculation, including: (i) copies of all documents to be executed regarding the sale; (ii) documentation of the amounts to be retained by the City as payment for the liens listed as Permitted Encumbrances in Appendix D; (iii) documentation of the amounts of closing costs to be paid; (iv) documentation of any fees regarding the sale, including administrative fees and non-residential development fees under the Statewide Non-residential Development Fee Act, N.J.S.A. § 40:55D-8.1 *et seq.*; and (v) documentation of the amounts of state and/or municipal transfer taxes to be paid regarding the sale. The City may request that EPA approve the calculation of net sales proceeds prior to the sale. In that event, EPA's approval shall be binding in any subsequent dispute between the City and the United States regarding whether the City has complied with ¶ 10.d.

d. At the time of the sale, the City shall pay to the United States 100% of the net sales proceeds of the sale of the Property or \$981,871.27, whichever is less. "Net sales proceeds" shall mean, for purposes of this Paragraph 10, all consideration received by the City from the sale of the Property, not including: (i) payment for the liens listed as Permitted Encumbrances in Appendix D; (ii) reasonable closing costs paid regarding the sale; (iii) reasonable fees regarding the sale; and (iv) state and/or municipal transfer taxes regarding the sale. Unpaid municipal charges, including water, sewer, and property taxes, as well as interest and costs, that have accrued for the Property and are not specifically listed as a Permitted Encumbrance in Appendix D shall not be subtracted from the amount of consideration received by the City for the sale of the Property. Provided that the amount of net sales proceeds is acceptable, EPA shall arrange for the execution and delivery, at the time of the sale, of a release of the CERCLA Lien.

e. **Property Used for Any Income-Generating Purpose.** In the event the City, as fee simple owner of the Property, considers implementing an income-generating use for the Property (including any use operated under a lease agreement), the City shall provide EPA notice of any draft resolution approving the use at least 48 hours in advance of the City Council meeting at which the draft resolution will be considered. Should the City Council adopt the resolution and the City implement an income-generating use at the Property, EPA shall be entitled to a percentage of the future income earned by the City at the Property until EPA's costs secured by the CERCLA Lien are satisfied. The percentage of future income to which EPA is entitled, the frequency of the payments, and any other terms which the Parties agree to negotiate will be determined by the Parties within 60 days after the City Council adopts a resolution approving an income-generating use. These terms will be considered material modifications in accordance with ¶ 13.

f. The City shall not be required to comply with this Paragraph 10 with respect to the Property or a portion of the Property in the event that, following any court's final judgment in foreclosure vesting fee simple title to the Property in the City, the Property or such portion thereof is subsequently transferred involuntarily by operation of law, including foreclosure or its equivalent, or is transferred by deed or other assignment in lieu of foreclosure due to a default on indebtedness secured by the Property or such portion thereof.

VIII. NOTICES AND SUBMISSIONS

11. All modifications, notices, proposals, and requests specified in this Decree must be in writing unless otherwise specified. Whenever a notice is required to be given or a document is required to be sent by one Party to another under this Decree, it must be sent as specified below. All notices under this Section are effective upon receipt, unless otherwise specified. In the case of emailed notices, there is a rebuttable presumption that such notices are received on the same day that they are sent. Any Party may change the method, person, or address applicable to it by providing notice of such change to all Parties.

As to DOJ: *via email to:*
eescdcopy.enrd@usdoj.gov
Re: DJ # 90-11-3-12363

and

John F. Basiak Jr.
Assistant United States Attorney
john.basiak@usdoj.gov

As to EPA: *via email to:*
Pat Evangelista
Director, Superfund and Emergency Management
Division
evangelista.pat@epa.gov

and

Krista E. Yacovone
Assistant Regional Counsel
yacovone.krista@epa.gov

Re: Site/Spill ID # A26W

**As to the Regional
Financial Management
Officer:** *via regular mail to:*
Chief, Resource Management/Cost Recovery Section
Superfund and Emergency Management Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 18th Floor
New York, NY 10007
Re: Site/Spill ID # A26W

As to the EPA *via email to:*
Cincinnati cinwd_acctsreceivable@epa.gov
Finance Re: Site/Spill ID # A26W
Center:

As to the City: *via email to:*
Alan Giebner
Associate Solicitor
agiebner@vinelandcity.org

and

Sandy Forosisky
Director, Department of Economic Development
sforosisky@vinelandcity.org

and

Robert E. Dickenson, Jr.
Business Administrator
bdickenson@vinelandcity.org

IX. APPENDICES

12. The following appendices are attached to and incorporated into this Decree:

“Appendix A” is a map of the Site and the Property.

“Appendix B” is the Stipulation of Judgment entered by the U.S. District Court for the District of New Jersey on October 18, 2021, in Civ. No. 20-cv-11049 (RMB) (SAK) as ECF No. 32.

“Appendix C” is the Reuse Assessment Report.

“Appendix D” is a list of the Permitted Encumbrances at the Property.

X. MODIFICATIONS TO DECREE

13. Nonmaterial modifications to Sections I through XIV must be in writing and are effective when signed (including electronically signed) by the Parties. Material modifications to Sections I through XIV must be in writing, signed (which may include electronically signed) by the Parties, and are effective upon approval by the Court.

XI. SIGNATORIES

14. The undersigned representative of the United States and the undersigned representative of the City certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such Party to this document.

XII. PRE-ENTRY PROVISIONS

15. If for any reason the Court should decline to approve this Decree in the form presented, this agreement, except for ¶¶ 16 and 17, is voidable at the sole discretion of any Party and its terms may not be used as evidence in any litigation between the Parties.

16. This Decree will be lodged with the Court for at least 30 days for public notice and comment. The United States may withdraw or withhold its consent if the comments regarding the Decree disclose facts or considerations that indicate that the Decree is inappropriate, improper, or inadequate.

17. The City agrees not to oppose or appeal the entry of this Decree.

XIII. INTEGRATION

18. This Decree constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements, and understandings, whether oral or written, regarding the subject matter of the Decree.

XIV. FINAL JUDGMENT

19. Upon entry of this Decree by the Court, this Decree constitutes a final judgment under Fed. R. Civ. P. 54 and 58 among the Parties. The answer and separate defenses filed by the United States in this action (ECF No. 3) shall be deemed withdrawn without prejudice to the United States' rights under this Decree, and this matter shall be remanded to the Superior Court of New Jersey, Cumberland County, Chancery Division, General Equity Part, for disposition, without the United States as defendant, in the normal course as to the remaining parties. The remand order and any related filings made by the City to the Superior Court of New Jersey shall include notice of this Decree and its terms.

20. Within 60 days after entry of this Decree by the Court, the United States will record the Decree in the Cumberland County Clerk's Office. The City shall not seek final judgment in foreclosure from the Superior Court of New Jersey until after the United States has recorded the Decree.

SO ORDERED THIS _____ DAY OF _____, 20____.

United States District Judge

FOR THE UNITED STATES OF AMERICA:

VIKAS KHANNA
Acting United States Attorney
District of New Jersey

Dated

JOHN F. BASIAK JR.
Assistant United States Attorney
District of New Jersey
United States Attorney's Office
402 East State Street, Room 430
Trenton, NJ 08608
(609) 858-0309
john.basiak@usdoj.gov

FOR THE CITY OF VINELAND:

Dated

Name (print):

Title:

Address:

Email:

APPENDIX A



APPENDIX B

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

V.

Civil Action No. 1:20-cv-11049

VINELAND ICE AND STORAGE, LLC,
and SOUTH JERSEY ICE AND COLD
STORAGE, LLC, and 544 E. PEAR STREET,
BLOCK 3009, LOT 1, CITY OF VINELAND,
CUMBERLAND COUNTY, NEW JERSEY,

Defendants.

STIPULATION OF JUDGMENT

I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the U.S. Environmental Protection Agency (“EPA”), filed a complaint in this matter against Vineland Ice and Storage, LLC and South Jersey Ice and Cold Storage LLC (collectively, “Defendants”) under Sections 107(a) and 113(b) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. §§ 9607(a) and 9613(b), seeking a declaratory judgment and reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the South Jersey Ice and Cold Storage Superfund Site (the “Site,” as defined below). The complaint also sought recovery *in rem* of all costs constituting the lien of the United States under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), against 544 E. Pear Street, identified as Block 3009, Lot 1 on the current tax map of the City of Vineland, Cumberland County, New Jersey.

B. The Site is located in a residential neighborhood in the City of Vineland, New Jersey and is comprised of a 25,000 square-foot, three-story cold storage warehouse and ice block manufacturing facility that operated from approximately 1922 to approximately 2016.

C. The Site facility used anhydrous ammonia as a refrigerant. Ammonia is a “hazardous substance” within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

D. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake additional response actions in the future.

E. In performing response actions at the Site, EPA has incurred response costs and may incur additional response costs in the future.

F. The United States alleges that Defendants are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at the Site.

G. Defendants have entered into this Stipulation of Judgment because they no longer contest liability to the United States arising out of the transactions or occurrences alleged in the complaint.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Defendants. Solely for the purposes of this Stipulation of Judgment and the underlying complaint, Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Defendants shall not challenge entry of this Stipulation of Judgment or this Court’s jurisdiction to enter and enforce this Stipulation of Judgment.

III. PARTIES BOUND

2. This Stipulation of Judgment is binding upon the United States and upon Defendants and their successors. Any change in ownership or corporate or other legal status, including but not limited to any Transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Defendants under this Stipulation of Judgment. Mark DiMeo, individually, and Hilda DiMeo, individually, shall not be considered successors for the purposes of this Stipulation of Judgment.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Stipulation of Judgment, terms used in this Stipulation of Judgment that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Stipulation of Judgment, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601–9675.

“CERCLA Lien” shall mean the lien which arose on the Real Property under Section 107(l)(1) of CERCLA, 42 U.S.C. § 9607(l)(1), and which is intended to secure payment to the United States for the response costs for which Defendants are liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). EPA perfected the CERCLA Lien by filing a Notice of Federal Lien, recorded on June 20, 2019, in the Cumberland County Clerk’s Office in Book 4181 of Mortgages for said County at page 7587. As of March 31, 2021, the CERCLA Lien amount totaled \$981,871.27.

“Defendants” shall mean Vineland Ice and Storage, LLC and South Jersey Ice and Cold Storage LLC.

“EPA” shall mean the U.S. Environmental Protection Agency.

“Insurance Policies” shall mean any liability insurance policies that were issued to or for the benefit of Defendants, including but not limited to liability insurance policies for which Defendants, their respective predecessors in interest, or their respective affiliates are an “insured,” “named insured,” or “additional insured.” Insurance Policies include but are not limited to primary, excess, and umbrella comprehensive general liability, environmental impairment, and pollution liability policies, and any other policies, effective at any time, that may provide coverage for all or part of the claims that the United States has asserted or is asserting against Defendants.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” shall mean a portion of this Stipulation of Judgment identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean the United States and Defendants.

“Property” shall mean the combined real and personal property currently owned by Defendants, located at 544 E. Pear Street, identified as Block 3009, Lot 1 on the current tax map of the City of Vineland, Cumberland County, New Jersey.

“Real Property” shall mean the real property currently owned by Defendant Vineland Ice and Storage, LLC, located at 544 E. Pear Street, identified as Block 3009, Lot 1 on the current tax map of the City of Vineland, Cumberland County, New Jersey.

“Site” shall mean the South Jersey Ice and Cold Storage Superfund Site, encompassing approximately 0.825 acres, located at 544 E. Pear Street, identified as Block 3009, Lot 1 on the current tax map of the City of Vineland, Cumberland County, New Jersey.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. MONETARY JUDGMENT

4. The Parties stipulate that Defendants are jointly and severally liable for CERCLA response costs incurred and to be incurred at the Site and that this Stipulation of Judgment constitutes a final judgment against Defendants in the amount of \$981,871.27 for CERCLA response costs incurred by the United States for which Defendants are liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), plus Interest on any unpaid amount of such final judgment beginning on the date of entry of this Stipulation of Judgment.

VI. VALIDITY OF CERCLA LIEN

5. The Parties agree that the CERCLA Lien is valid under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), and shall continue until the liability for response costs is satisfied and the United States executes and files, or causes to be filed, in the Cumberland County Clerk’s Office a release of lien for the purpose of releasing the CERCLA Lien and causing the lien to be discharged of record.

6. The Parties agree that the *in rem* claim of the United States under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l) (Complaint, Third Claim for Relief, paragraphs 52-56), shall be dismissed without prejudice, and the United States expressly reserves its right to seek judicial sale of the Property as authorized by Section 107(l)(4) of CERCLA, 42 U.S.C. § 9604(l)(4).

VII. INSURANCE PROCEEDS

7. Defendants assign to the United States, on behalf of EPA, any and all rights to insurance proceeds under the Insurance Policies, including all rights to insurance proceeds relating to the final judgment in Paragraph 4 and all rights to insurance proceeds relating to amounts incurred or to be incurred in connection with the Site by Defendants. Upon request by the United States, Defendants agree to execute any and all additional documents necessary to effectuate the assignment provided for in this Paragraph and to allow and facilitate the pursuit and collection by the United States or its designees of any insurance claims and insurance proceeds under the Insurance Policies.

VIII. CONTRIBUTION

8. The Parties agree, and by entering this Stipulation of Judgment this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1).

IX. PROPERTY REQUIREMENTS

9. **Agreements Regarding Access and Non-Interference.** Defendants shall provide the United States and its representatives, contractors, and subcontractors with access at all reasonable times to the Property to conduct any activity relating to response actions at the Site, including but not limited to the following activities:

- (1) Verifying any data or information submitted to the United States;
- (2) Conducting investigations regarding contamination at or near the Site;
- (3) Obtaining samples;
- (4) Assessing the need for, planning, implementing, or monitoring response actions;
- (5) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Defendants or their agents;
- (6) Determining whether the Property is being used in a manner that is prohibited or restricted under CERCLA; and
- (7) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Real Property.

10. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed regarding the Property, Defendants shall cooperate with EPA's efforts to secure and ensure compliance with such institutional controls.

X. SIGNATORIES/SERVICE

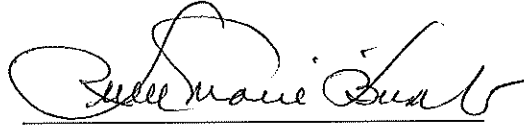
11. Each undersigned representative of Defendants and the Deputy Section Chief, U.S. Department of Justice, Environment and Natural Resources Division, Environmental Enforcement Section certifies that he or she is authorized to enter into the terms and conditions of this Stipulation of Judgment and to execute and bind legally such Party to this document.

12. Defendants shall identify, on the attached signature page, the name and address of agents who are authorized to accept service of process by mail on their behalf with respect to all matters arising under or relating to this Stipulation of Judgment. Defendants agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to service of a summons.

XI. FINAL JUDGMENT

13. Upon entry of this Stipulation of Judgment by the Court, this Stipulation of Judgment shall constitute the final judgment between the United States and Defendants. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 18th DAY OF October, 2021.


United States District Judge

Signature Page for Stipulation of Judgment Regarding South Jersey Ice and Cold Storage
Superfund Site

FOR THE UNITED STATES OF AMERICA:

September 27, 2021
Dated

NATHANIEL DOUGLAS
Deputy Section Chief
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611

s/ Steven A. Keller
STEVEN A. KELLER
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611
202-532-3309
steve.keller@usdoj.gov

RACHAEL A. HONIG
Acting United States Attorney
District of New Jersey

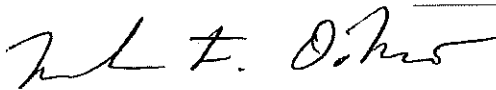
ELIZABETH PASCAL
Assistant United States Attorney
U.S. Attorney's Office
Camden Federal Building & U.S. Courthouse
P.O. Box 2098
401 Market Street, 4th Floor
Camden, NJ 08101
856-757-5105

Signature Page for Stipulation of Judgment Regarding South Jersey Ice and Cold Storage
Superfund Site

FOR VINELAND ICE AND STORAGE, LLC:

9/21/21

Dated



Name (print): Mark F. DiMeo

Title: Member

Address: 19 Pebble Beach Dr.
Egg Harbor Township, NJ 08234

Agent Authorized to Accept Service on Behalf of Above-signed Party:

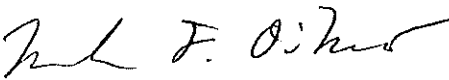
Name (print):	<u>Mark F. DiMeo</u>
Title:	<u>Member</u>
Company:	<u>Vineland Ice and Storage, LLC</u>
Address:	<u>19 Pebble Beach Drive</u> <u>Egg Harbor Township, NJ 08234</u>
Phone:	<u>856-364-4027</u>
Email:	<u>mfdimeo@gmail.com</u>

Signature Page for Stipulation of Judgment Regarding South Jersey Ice and Cold Storage
Superfund Site

**FOR SOUTH JERSEY ICE AND COLD STORAGE
LLC:**

9/21/21

Dated



Name (print): Mark F. DiMeo

Title: Member

Address: 19 Pebble Beach Drive
Egg Harbor Township, NJ 08234

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print):	<u>Mark F. DiMeo</u>
Title:	<u>Member</u>
Company:	<u>South Jersey Ice and Cold Storage LLC</u>
Address:	<u>19 Pebble Beach Drive</u> <u>Egg Harbor Township, NJ 08234</u>
Phone:	<u>856-364-4027</u>
Email:	<u>mfdimeo@gmail.com</u>

APPENDIX C

Reuse Assessment

South Jersey Ice and Cold Storage Superfund Site (FINAL)

Vineland, Cumberland County, New Jersey

Introduction

The U.S. Environmental Protection Agency's (EPA) Superfund Redevelopment Program and EPA Region 2 developed this Reuse Assessment Report for the property identified as Block 3009, Lot 1 on the current tax map of the City of Vineland, Cumberland County, New Jersey (the Site property), where the South Jersey Ice and Cold Storage Superfund Site (the Site) is located. To support EPA during the reuse assessment process, consultants Skeo conducted a Site document review, stakeholder discussions with municipal staff, and land use analyses.

This report presents the reuse assessment's findings to assist the City of Vineland (the City), federal agencies, and other parties in evaluating future land use options for the Site property. It shares information on the Site property's characteristics and history, remedy status, land use context, stakeholder reuse goals, and reasonably anticipated future land uses to help inform planning efforts for the Site property's reuse.

Overview

The Site property is located at 544 East Pear Street in Vineland, New Jersey. The 0.69-acre property is located on the northeast side of downtown Vineland. The Site property includes a three-story, 25,000-square-foot building, which was used as a cold storage warehouse and ice block manufacturing facility from 1922 until 2016. Vineland Ice and Storage, LLC (Vineland Ice) purchased the property in 1998. South Jersey Ice and Cold Storage LLC (South Jersey Ice) took over operation of the facility from the previous operator in 2013.

Removal Response and Enforcement Actions

In June 2016, the City inspected the facility and issued a Notice of Unsafe Structure to Vineland Ice, which stated that the building at the Site property was in unsafe condition because the floors, roof, and walls were not stable. Later that month, an ammonia refrigeration mechanical and compliance consultant with the City's Fire Department inspected the facility and identified numerous serious concerns with the facility's mechanical integrity and system configuration. The City then requested that EPA investigate the conditions at the Site.

EPA's initial assessment of the facility confirmed the City's observations and concerns and documented the presence of strong odors of ammonia vapors in the machinery room at a time when the facility's ammonia detectors were inoperable. Anhydrous ammonia, a flammable, highly toxic gas, is a hazardous substance that was used in the facility's refrigeration system.

EPA conducted a second assessment and inspection of the facility, which again confirmed the City's observations and concerns, including dangerous ice buildup on refrigeration coils and throughout the building, which put stress on the refrigeration system and the building's integrity, severely corroded and inoperable pressure process control and relief safety valves, and uninspected piping and vessels. EPA's refrigeration mechanical consultant also found that the building's configuration of emergency relief valves for the high-pressure vessels discharged directly into the surrounding neighborhood. These conditions meant the surrounding neighborhood, which is primarily residential, was at risk of being exposed to a release of toxic anhydrous ammonia. An off-site consequence analysis by EPA determined that a worst-case release of ammonia from the facility would impact approximately 15,208 residents.

In July 2016, EPA initiated 24-hour air monitoring for anhydrous ammonia on- and off-site. EPA also temporarily relocated people from seven homes within a 500-foot radius of the Site and led emergency response activities on-site until August 23, 2016. An aqueous scrubber was installed to contain potential discharge from the refrigeration system's high-pressure emergency relief vents. EPA removed 9,700 pounds of anhydrous ammonia from the facility's refrigeration system and vented the emptied system to the atmosphere. EPA also removed about 33,000 gallons of brine solution from a tank in the facility's ice block manufacturing process area, as well as about 3,700 gallons of meltwater, 18,000 gallons of fluid from the scrubber unit, and three 55-gallon drums of waste oil collected from the refrigeration system's compressor units. After EPA completed its response action, the facility permanently ceased operations. Today, the Site property remains vacant. The building is in poor condition.

In July 2016, Vineland Ice appealed the Notice of Unsafe Structure issued for the Site building to the Cumberland County Construction Board of Appeals, which affirmed the City's determination that the building was unsafe. The Construction Board of Appeals' decision was affirmed on appeal by both the Superior Court of New Jersey, Cumberland County, Law Division, and the New Jersey Appellate Division. In September 2022, the City held a hearing to determine whether the building should be demolished, and in October 2022, the City issued an Order to Demolish or Renovate, which determined that the building remains vacant, is in a blighted condition, constitutes a nuisance, contributes to the homeless situation in the City, is unfit for human habitation, occupancy, and use, and continues to be dilapidated, unclean, in disrepair, and structurally defective, to the point that major renovations or demolition is required. The City plans to demolish the building in accordance with the order.

In August 2020, EPA filed a complaint in federal district court requesting that Vineland Ice and South Jersey Ice be found liable for EPA's emergency response costs, which are secured by a lien on the Site property, and that the court order the sale of the Site property with disbursement of proceeds to EPA. EPA's claims were resolved in a Stipulation of Judgment, agreed to by the parties and entered by the court, that held Vineland Ice and South Jersey Ice jointly and severally liable for EPA's response costs incurred and to be incurred at the Site, plus interest. The Stipulation of Judgment also affirmed the validity of EPA's lien on the Site property in the amount of EPA's

response costs incurred and to be incurred until liability for the costs is satisfied. Vineland Ice and South Jersey Ice are now defunct and insolvent and have not satisfied their liability to EPA for its response costs.

The City holds a lien on the Site property for unpaid taxes and the City's economic development authority, the Enterprise Zone Development Corporation of Vineland and Millville, holds a lien on the Site property for the amount of a judgment obtained against Vineland Ice and related parties due to a defaulted business loan. If the City acts to abate unsafe conditions at the Site property and/or demolishes the building, the costs of abatement and/or demolition may be secured by another lien on the Site property.

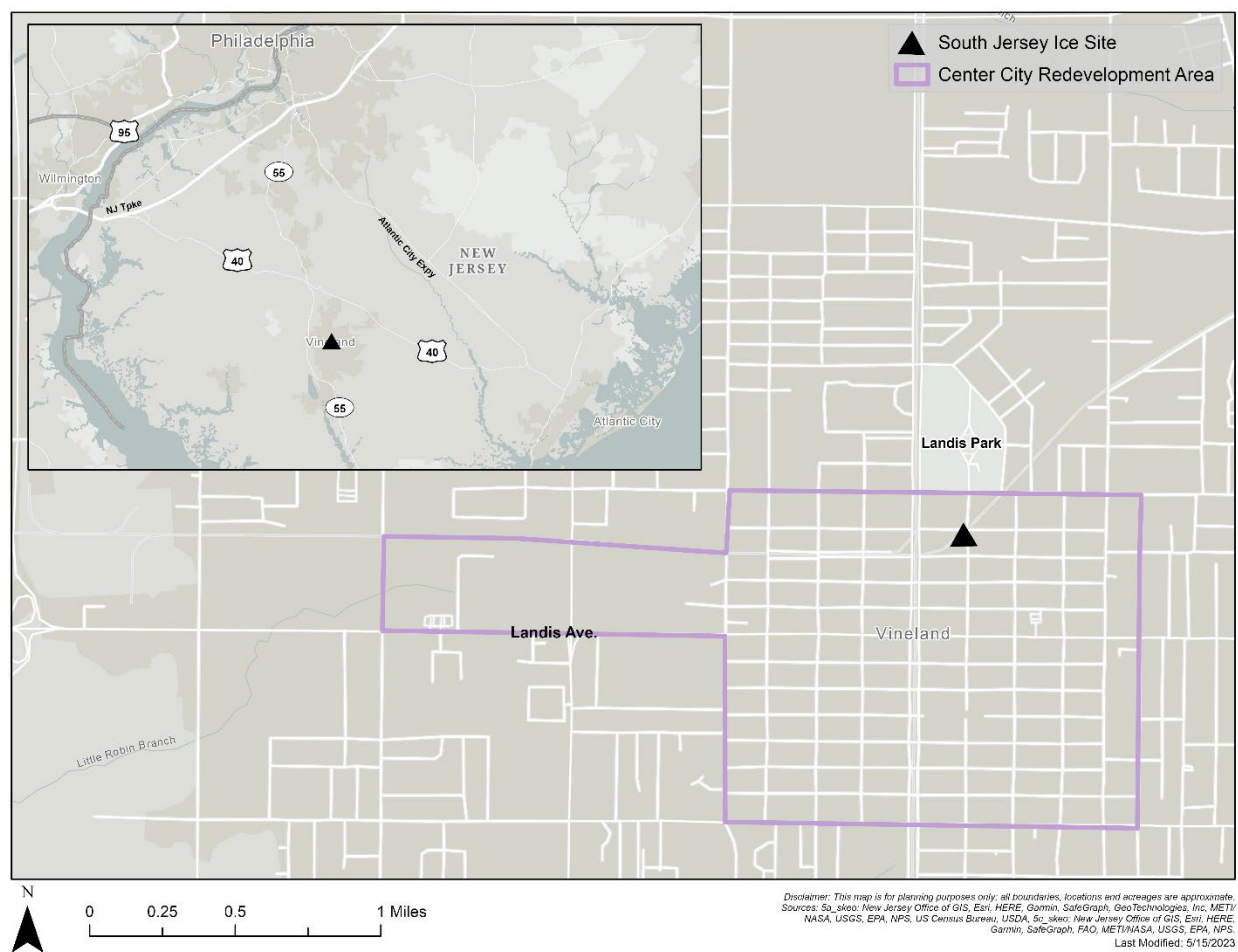


Figure 1. Site Property and Community Location Map, Including the Center City Redevelopment Area

Land Use Considerations

Community Context

Vineland is 40 miles south of Philadelphia and 35 miles west of Atlantic City. It is part of Cumberland County and is the largest city in New Jersey in terms of land area, encompassing 69 square miles. Primary transportation routes serving the community are state highways 47 and 55. Vineland is seven miles from U.S. Route 40, the nearest major highway.

In the 1800s, Vineland grew as a regional population and economic center. It prospered as the region's agricultural economy grew, supporting food-related industries, including production, manufacturing, packaging, processing, warehousing, and storage. Vineland's grid pattern centers on Landis Avenue and the community's downtown district. Since the 1960s, commerce in the downtown district has declined steadily, resulting in many vacant buildings. The City has been working to revitalize the downtown district for years. In 2000, as part of these efforts, it established the Center City Redevelopment Area (Figure 1 below).

Location and Physical Setting

The Site property is in the northwest part of the Center City Redevelopment Area. It is in a neighborhood that is bisected by freight rail lines. It includes vacant properties, municipal facilities, community uses, and single-family and multi-family homes.

Population and Demographic Trends

Vineland (population 61,156) is in the heart of south-central New Jersey. Its overall population has remained constant since 2010. The median household income (based on 2017-2021 estimates) is \$60,018. Per-capita income is \$30,229. About 13% of Vineland's residents live below the poverty line. The population living within a 1-mile radius of the Site property has a higher percentage of lower income people (50%) and a larger percentage of people of color (81%) compared to the state average (45%).

Access and Infrastructure

The Site property is located at 544 East Pear Street, which is three blocks north of Landis Avenue. Primary access to the Site property includes frontage on East Pear Street and North 6th Street. Gas, water, sewer, electric, and telephone services are available nearby. A municipal water tower is located across East Pear Street from the Site property. An electric substation is located several hundred feet west of the Site property.

Utility service providers include:

- Electric – Vineland Electric
- Natural Gas – South Jersey Gas Company
- Telephone – Verizon
- Water and Sewer – City of Vineland (Vineland Municipal Utility)

Division, seeking fee simple title to the Site property. In April 2022, the United States removed the foreclosure proceeding to federal district court, where it is still pending.

Surrounding property ownership includes private owners and the City. Freight rail lines, owned by Conrail and utilized by CSX and SRNJ, bisect the block. Conrail also owns an adjacent property to the west. The City owns several properties further west of the Site property, along Eastern Boulevard, including an electric substation. Two vacant properties owned by Sasdelli Oil Company are north of the Site property, across the railroad tracks. Other property owners in the area include homeowners, churches, and utilities.

Site Property Building

In July 2016, EPA's contractor conducted a structural assessment on the Site property's building to evaluate visible structural deficiencies and the potential for building collapse during thawing and decommissioning of the building's refrigeration system. According to the Structural Assessment Report, the building was maintained at, or below, zero degrees Fahrenheit temperatures using multiple cooling systems, including an ammonia refrigerant system. The refrigeration system used a combination of pipes and blowers located throughout the building. The report noted that the building appeared to be in a poor state of repair and presented multiple safety concerns. The report also discussed ice buildup throughout the refrigerated portions of the building such that the ice appeared to be loading the structure.

The report identified the following structural concerns:

- Floors and systems were damaged, with only minimal measures taken to maintain functionality. Slippery metal plating covered damaged floors in several locations.
- Timber roof joists in the freezer/ice room were damaged, apparently from the load of an active cooling pipe encased in ice loading them at mid-span.
- In the basement, the infill beams showed signs of severe steel corrosion and the south basement wall bulged about 1 foot to 1.5 feet into the room.
- Floors sloped toward the south wall of the building, which appeared to be caused by deterioration and possible separation of the timber structure from its exterior walls and steel framing.
- In the southeast corner of the building's first floor, the concrete slab had cracked and displaced, which could have had several causes, including settlement of the subgrade, overloading of the slab with stacked product, or overloading of the slab by pipe columns installed previously to address the floor sloping issues.
- In the west room on the building's third floor, there were large brown ice formations on the east and west walls.

The report also noted several potential issues which could not be confirmed through visual observation, such as possible water/ice damage to the connection between the building's steel framing and brick perimeter walls.

An appraisal report, prepared at Vineland Ice's request and finalized in March 2020, noted that renovating or retrofitting the building for future use or redevelopment would be cost prohibitive.

Zoning

Key land use regulations relevant to future use at the Site property include the City's zoning ordinance. The Site property is in the City's Residential Redevelopment District. This District recognizes and preserves the character of older, established residential neighborhoods in Vineland. The Site property's past use as an industrial warehouse and storage facility was considered a permitted non-conforming use in the District. Zoning requirements and permitted uses in the Residential Redevelopment District are listed below.

Permitted Uses

- Single-family dwellings
- Two-family dwellings
- Townhouses
- Professional buildings
- Home occupations
- Public purpose uses, including schools, child-care centers, and governmental or public utility facilities and offices
- Community residences and community shelters

Conditional Uses

- Boardinghouses and rooming houses
- Hospitals, medical centers, and convalescent homes
- Churches and congregations
- Funeral homes
- Recreation facilities
- Home-based businesses (permitted as an accessory use)

Adjacent Zoning Districts

Within a 2-block radius of the Site property, there are areas that are part of three different zoning districts. These areas include a Parks and Open Space District to the north, a Civic and Professional Office District to the south, and a Neighborhood Commercial Zoning District to the west (see Figure 3 above).



Figure 3. Zoning Districts at and Near the Site Property

(Source: City of Vineland Interactive Map with Zoning Districts, accessed 3/25/23 online at

<https://gisportal.vinelandcity.org/portal/apps/webappviewer/index.html?id=89c744a0065e45a288fa2cb935bd41c3>.)

Community Future Land Use Plans

In New Jersey, land use regulations require that future land use plans and zoning ordinances are consistent. The City established several special planning districts to help address future changes in land use policies and regulations. The City's 2008 Master Plan and a 2018 Master Plan Re-Examination provide policy recommendations that underpin the City's land use ordinance and zoning designations. Part of the 2008 Master Plan includes key recommendations from a 2004 Center City Redevelopment Plan. Key recommendations from this plan and policy guidelines from the 2018 Master Plan Re-Examination relevant to the Site property are listed below. To access the City's planning documents and ordinances, visit <https://www.vinelandcity.org/planning>.

Center City Redevelopment Plan (2004)

The plan describes existing conditions and uses that are envisioned in the future for business, housing, civic, entertainment, and recreational uses. The Site property is within a residential district as described below.

Residential Redevelopment District

The Center City Redevelopment Plan clarifies the purposes of the Residential Redevelopment District:

- To stabilize and reclaim core residential neighborhoods in center-city Vineland.
- To foster a return to single- and two-family owner-occupied homes.
- To encourage the construction of new owner-occupied houses and renovation of older homes as single-family housing.
- To return area streets to a traditional two-way grid pattern, with traffic-calming measures that are safe for children and other pedestrians.

The plan outlines four traditional neighborhoods within the Center City Redevelopment Area, arranged in quadrants around the Landis Street corridor. It also identifies several challenges facing neighborhood stability: single-family homes converted to multi-family housing, prevalence of unoccupied homes and vacant lots, businesses infiltrating neighborhoods, and unsafe traffic speeds. Strategies recommended by the plan to restore single- and two-family housing in the District include eliminating businesses in residential areas and encouraging development of new single- and two-family housing and rehabilitation of older structures.

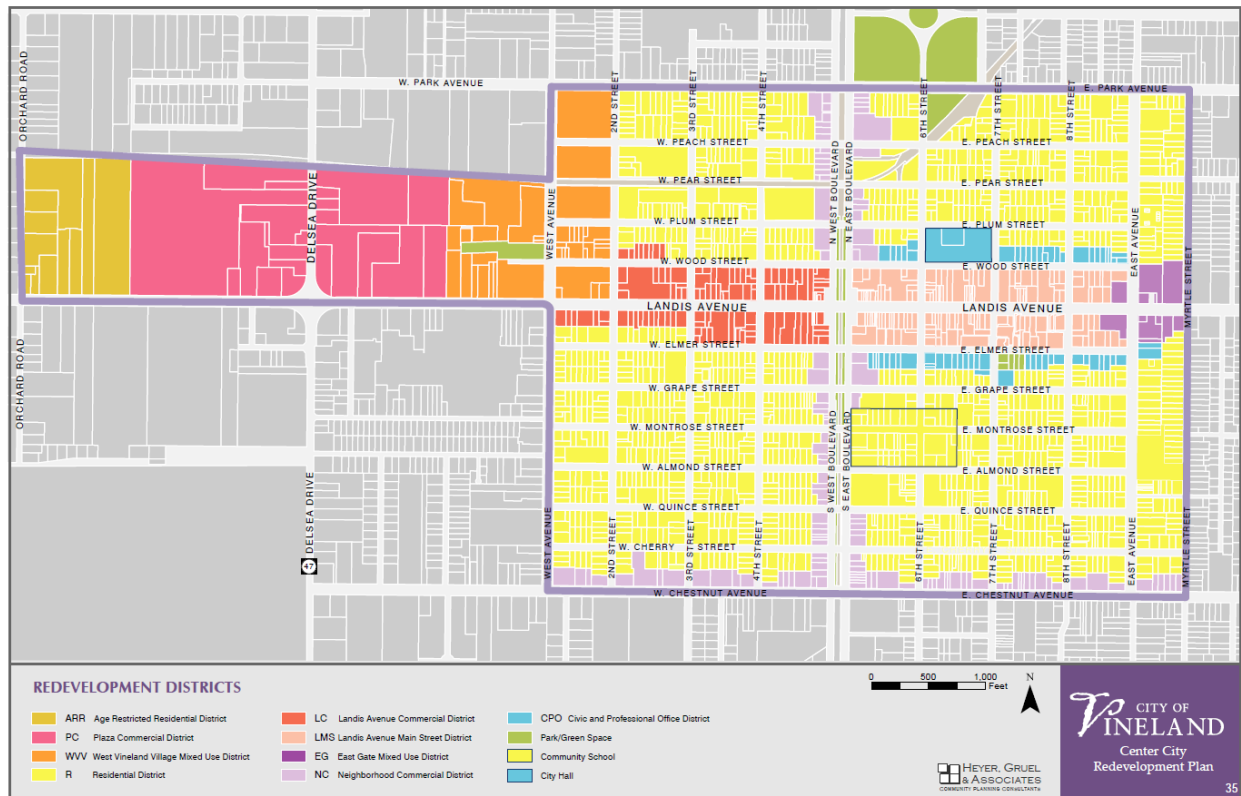


Figure 4. Vineland Center City Redevelopment Districts
(Source: Center City Redevelopment Plan, City of Vineland, 2004)

2018 Master Plan Re-Examination

The City undertook a 10-year re-examination of its 2008 Master Plan in 2018. It altered assumptions about appropriate land use policies for the Residential Redevelopment District. The 2018 plan notes limited redevelopment in center-city Vineland, disinvestment, and lots and structures remaining vacant over time. To address these challenges, the plan recommends bringing a greater diversity of housing development to center-city Vineland. Specifically, it recommends attracting younger residents and older residents, as well as building new multi-family apartment buildings to increase housing choice. It also questions the necessity of one-family and two-family housing policies in the Residential Redevelopment District and recommends encouraging business as well as residential growth in the area, in addition to encouraging a wider range of housing types.

City of Vineland Reuse Goals for the Site Property

In fall 2022 and winter 2023, EPA held reuse discussions with municipal staff regarding the future use of the Site property. The purpose of these discussions was to identify potential reuse opportunities and key parties likely to be involved in next steps. Meetings with municipal staff took place between September and December 2022 and in January 2023. Findings from these meetings are summarized below.

Current City Plans

Vineland Ice still owns the Site property. The City is seeking to acquire the Site property in foreclosure and intends to demolish and remove the building, slab, and debris according to the 2022 Order to Demolish or Renovate. The City has represented it would then regrade the Site property and turn it into a dog park. City staff noted that it would need to install safety precautions and a barrier to prevent trespassing on the railroad property to enable public access to a park at the Site property, as the City anticipates that CSX and SRNJ will continue to use the rail lines for freight transportation. This would present safety concerns for a dog park, as well as for residential uses permitted under the Site property's current zoning. City staff also noted that there are sports facilities at Landis Park, which is located north of the Site property, but that area neighborhoods have limited access to smaller, neighborhood-scale parks, making a dog park an attractive option.

City staff expressed concern that vacant properties north of the Site have become an attractive nuisance due to overgrown vegetation, trespassers, and frequent use of the area as a homeless encampment. The City plans to acquire these vacant properties in addition to the Site property. City staff has also expressed concern that the Site property itself has become a homeless encampment and is frequented by trespassers. The 2022 Order to Demolish or Renovate included testimony from a concerned resident about the negative impact of the Site property on the neighborhood.

Related Key Considerations

Diverse Housing Types and Higher Density

Given that the Site property is in the Center City Redevelopment Area, this property, and vacant properties like it could potentially benefit from infill housing priorities that aim to bring higher-density housing and a wider range of housing options to downtown Vineland. For example, the 2018 Master Plan Re-Examination includes housing policy recommendations that encourage infill housing in the Center City Redevelopment Area, including 2-to-4-story apartment-style housing, which is not currently permitted in the Residential Redevelopment District. Given the Site property's small size and proximity to a rail line, infill housing opportunities may be better suited to larger vacant properties in areas near the Site property.

Vineland Urban Enterprise Zone

The Site property is also in the Vineland Urban Enterprise Zone. The program, created in 1983, fosters new economic development by encouraging businesses to create private-sector jobs through public and private investment. Businesses benefit from low-interest loans, reduced sales tax, tax-free purchases, financial assistance, and subsidized unemployment insurance. A combination of housing and home businesses would be permitted by-right in the Residential Redevelopment District and are potential future uses for the Site property.

Proximity to the Civic Professional Office District

The Site property is one block away from the Civic Professional Office Redevelopment District. Immediately adjacent properties are in use as municipal facilities (a water tower, an electric

substation, and a police station). The City permits municipal facilities in all districts. However, the combination of utilities, municipal buildings, and infrastructure within a block of the Site property emerges as a defined cluster of uses that provides essential municipal services. The City could consider using the Site property to address other municipal facility needs, such as parking, storage, office space, or other community facility needs. As with other potential uses, safety precautions, including barriers, to prevent unauthorized railroad access would be warranted.

Solar Electricity Generation

The City's land use ordinance includes specific provisions for solar and wind power generation and electric vehicles. This section of the ordinance recognizes the City's own interest and the interest of residents and businesses in sustainable energy resources. It also notes the objectives of the New Jersey Energy Master Plan in broadening the number of providers and methods for producing energy. The ordinance clarifies that solar power generation, heating, and net metering electricity generation are permitted accessory uses to any principal building in the municipality, provided they are installed and operated in accordance with provisions in the ordinance and state and federal law.

Under the ordinance, solar photovoltaic (PV) systems greater than 1,000 square feet may be permitted as ground-mounted facilities. Such solar PV systems would need to follow the siting requirements outlined below.

- Surface cover beneath panels can include meadow grass, cultivated agriculture land, or parking spaces.
- Mounting shall minimize impervious surface coverage.
- A solid screen of evergreen plantings and/or fence is required along property lines abutting a residential use or right-of-way (in event of reverse frontage lot). Planting screen minimum height is 6 feet when planted or installed.
- Existing vegetation is to be maintained to the extent practical.
- Solar facilities are not included in the maximum lot coverage or impervious cover unless area under the system is impervious material.

For more information, the City's solar, wind, and electric vehicle ordinance is available at <https://ecode360.com/36128956>.

Municipalities and community facilities increasingly combine parking and solar electricity generation through the use of solar arrays that double as covered parking structures. As the City completes acquisition of the Site property and considers feasible reuse alternatives, it could explore ways to combine facility and energy efficiency goals at the Site property. For example, municipal facilities often have vehicle fleet parking needs. Increasingly, electric vehicle charging stations are co-located at fleet storage locations and alongside solar PV systems.

Reasonably Anticipated Future Land Uses

At Superfund sites, including facilities and properties addressed under EPA's emergency removal authority, EPA considers reasonably anticipated future land uses when removing or remediating contaminants that pose a risk to human health and the environment. Based on the findings of this reuse assessment, reasonably anticipated future land uses and key reuse considerations for the Site property are outlined below.

- EPA responded to the release and threatened release of hazardous substances at the facility to protect human health and the environment. No further federal cleanup activities are anticipated at this time. EPA has not required any land or resource use restrictions at the Site property that would limit potential future uses.
- Vineland Ice owns the Site property. EPA has a lien secured by the Site property for unrecovered response costs incurred and to be incurred at the Site. The City holds a lien on the Site property for unpaid taxes, and another lien may arise if the City abates and/or demolishes the building on the Site property. The City's economic development authority also holds a lien on the Site property for the amount of a judgment obtained against Vineland Ice and related parties due to a defaulted business loan. The City has stated that it plans to acquire the Site property for future public use and has commenced foreclosure proceedings, which are pending.
- The Site property includes an inactive cold storage warehouse and ice manufacturing facility housed in a building that is in poor structural condition.
- The facility operated as a permitted non-conforming industrial use in a residential zoning district. The City does not anticipate that commercial or industrial uses will be permitted at this location in the future, based on zoning and land use policy goals.
- Conrail owns an active freight rail line next to the Site property to the north. The Site property's proximity to the rail line poses a potential safety risk for users that may trespass or cross the track at public rights-of-way and may limit potential for residential uses, or park uses such as a dog park, that are permitted by-right. Any future use of the Site property would likely need to include the construction of physical barriers (e.g., fencing) to address rail safety risks.
- The Site property is in a residential area in the Center City Redevelopment Area. Surrounding properties include a mix of housing, public facilities, civic uses, municipal uses, vacant land, and utilities.
- The City owns and operates several community and public facility uses in the immediate vicinity of the Site property, including a police station, a water tower, and an electric substation.
- Single-family residential uses are located across East Pear Street to the south. Multi-family homes are north of the Site property.
- Parks and open space are also located north of the Site property.

- The City plans to acquire the Site property and demolish the building, then regrade the Site property and convert it into a dog park.

Potential Future Uses

Based on Site information, land use analyses, stakeholder perspectives, and reuse considerations highlighted in this report, reasonably anticipated future land uses for the Site property are outlined below.

- Residential uses – single-family housing, two-family housing, townhouses, as well as home businesses – provided railroad safety issues could be addressed.
- Neighborhood park or open space uses (dog park, pocket park, playground) provided railroad safety issues could be addressed.
- Community or municipal services (municipal offices, facilities, storage, or infrastructure) provided railroad safety issues could be addressed.
- Solar electricity generation (ground-mounted or roof-mounted solar PV) provided railroad safety issues could be addressed.

The future use(s) of the Site property will be determined by future property owner(s) and the City as the local land use authority. EPA's mission is to protect human health and the environment, and does not have any local land use decision-making authority. EPA considers the range of potential future uses that may be possible, now and in the future, at cleanup sites to help inform ongoing planning, inter-agency discussions, community members and interested parties, and prospective purchaser inquiries.

Contacts | Additional Information

For more information about the Site, EPA's cleanup process, and resources to support Superfund redevelopment, please contact the EPA representatives listed below.

Krista E. Yacovone, Assistant Regional Counsel, EPA Region 2
yacovone.krista@epa.gov | 212-637-3095

Alexis Rourk, Superfund Redevelopment Program Manager, OLEM/OSRTI
rourk.alexis@epa.gov | 202-564-3179

APPENDIX D

Permitted Encumbrances

Lienholder	Recording Information	Filing Date	Lien Amount
City of Vineland	Instrument No. 569545; Book 04175, Page 9703, in the Cumberland County Clerk's Office	January 22, 2019	\$66,930.51
Enterprise Zone Development Corporation of Vineland and Millville	Judgment J11073417, Docket No. CUM-L-670-16, Superior Court of New Jersey, Cumberland County Law Division, as modified by <i>In re Mark Frederick DiMeo, et al.</i> , Case No. 18-bk-10947 (JNP) (Bankr. D.N.J)	July 13, 2017	\$276,940.42

RESOLUTION NO. 2025- 180

A RESOLUTION REJECTING BIDS RECEIVED ON MARCH 25, 2025 FOR LANDSCAPING SERVICES-PUBLIC PROPERTY FOR THE CITY OF VINELAND AND AUTHORIZING THE PURCHASING AGENT TO RE-ADVERTISE FOR BIDS.

WHEREAS, the City of Vineland has heretofore advertised for bids for Landscaping Services-Public Property for the City of Vineland, COV BID 2025-08, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on March 25, 2025, bids were received, duly opened and read aloud, being referred to the Business Administrator for tabulation, evaluation, report and recommendation; and

WHEREAS, the Business Administrator has submitted a written report and tabulation of the bids received, said report indicating that the bids submitted to the Purchasing Agent on April 1, 2025 for the above, must be rejected in order to substantially revise the specifications and re-advertise; now, therefore

BE IT RESOLVED by the Council of the City of Vineland that:

1. The bids received by the Purchasing Agent on March 25, 2025, for Landscaping Services-Public Property for the City of Vineland, COV BID 2025-08, be and the same are hereby rejected.
2. The Purchasing Agent is hereby authorized and directed to immediately return to said bidders any bid bonds, certified checks, or other forms of security submitted by such bidders.
3. The Purchasing Agent of the City of Vineland is hereby authorized and directed to re-advertise for bids, at which time such bids submitted shall be publicly opened and read aloud.

Adopted: April 8, 2025

President of Council pfs

ATTEST:

City Clerk rgf



April 1, 2025

REPORT TO: THE MAYOR AND COUNCIL

RE: Proposals Submitted to the Purchasing Agent 3/25/25

Dear Mayor and Members of Council:

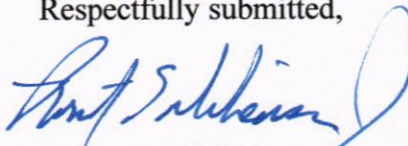
Submitted to you herewith for your consideration is our evaluation of the proposals submitted to the Purchasing Agent on March 25, 2025.

FOR LANDSCAPING SERVICES-PUBLIC PROPERTY FOR CITY OF VINELAND, COV
BID #2025-08

It is the recommendation of the Purchasing Agent, which has the concurrence of the Business Administrator, that the bid received for the above must be rejected because the specifications need to be substantially revised.

We trust that the above recommendation will receive your favorable consideration and that the recommended resolution will be adopted as presented.

Respectfully submitted,



Robert E. Dickenson, Jr.
Business Administrator

RD/rl





BID EVALUATION FORM – REJECTING ALL BIDS

DEPARTMENT: Business Administration DATE: March 28, 2025

The undersigned recommends that all bids be rejected for the following:

1. BID TITLE: Landscaping Services-Public Property for the COV
2. BID NUMBER: 2025-08
3. 40A:11-13.2 REJECTION OF BIDS/REASONS:

A contracting unit may reject all bids for any of the following reasons (Choose One):

- ☐ The lowest bid substantially exceeds the cost estimates
- ☐ The lowest bid substantially exceeds the contracting unit's appropriation
- ☐ The governing body of the contracting unit decides to abandon the project
- ☒ The contracting unit wants to substantially revise the specifications
- ☐ The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated.
- ☐ The governing body of the contracting unit decides to use the State authorized contract pursuant to Section 12 of P.L.1971, c.198 (C.40A:11- 12).

4. COMMENTS/SPECIAL INSTRUCTIONS: Need to re-bid for better budget numbers.

5. EVALUATION PERFORMED BY: Business Administration

6. APPROVED BY: [Signature]

7. ATTACHED: (CHECK-OFF LIST)

- ☒ Tabulation of Bids
- ☐ Justification for Recommendation (if applicable)
- ☐ Evaluation Data (if applicable)

COPY TO:
PurchasingOffice@vinelandcity.org

PURCHASING AGENT RECOMMENDATION AWARD
COV BID # 2025-08

Proposals were received and opened Tuesday, March 25, 2025 at 2:00 PM for Landscaping Services- Public Property for COV from the following:

Martine Landscaping dba D&R Landscaping:	\$49.00/ Hr. Plus Materials
Lawn & Garden Landscaping LLC:	\$65.00/Hr. Per Man

Comments: All bidders had all the necessary paperwork.

Recommendation: Award can be made to Martine Landscaping dba D&R Landscaping as they submitted the lowest responsive responsible bid.

Jeanine N. Meneghetti, QPA
Purchasing Agent

TABULATION OF BIDS
LANDSCAPING SERVICES - PUBLIC PROPERTY
COV BID 2025-08

MARCH 25,2025

Engineers estimate \$100,000.00

	Martine Landscaping LLC D&R Landscaping 2185 E. Wheat Rd. Vineland, NJ 08361	Lawn & Garden Landscaping LLC 3161 Silverwood Lane Vineland, NJ 08361
Ownership Discl.	YES	YES
Affirm. Action Reg.	YES	YES
Check List	YES	YES
Proposal	YES	YES
Ack. Addenda	YES	YES
Discl. Iran	YES	YES
TOTAL PER HR.	\$49.00/hr Plus Materials	\$65.00/hr Per Man