

Call to Order**Pledge of Allegiance****Public Notice****Approval of the Meeting Minutes****General Public Comment****Ordinances for Public Hearing and Final Reading**

- 1) ORDINANCE NO. 2025-55, ORDINANCE AMENDING ORDINANCE NO. 2025-33 AND VINELAND CITY CODE § 425-5 RELATING TO FEES FOR REVIEWING AND ADMINISTRATING DEVELOPMENT APPLICATIONS.
- 2) ORDINANCE NO. 2025-56, ORDINANCE AMENDING ORDINANCE NO. 2025-37 AND AUTHORIZING THE PURCHASE OF A DRAINAGE EASEMENT ACROSS THE LANDS OF JOFFE LUMBER & SUPPLY CO, INC KNOWN AS 18 BURNS AVENUE, BLOCK 7110, LOT 39 FOR \$14,500.00.
- 3) ORDINANCE NO. 2025-57, ORDINANCE AMENDING ORDINANCE 86-84, AS AMENDED, CHAPTER 425-72 OF THE CODE OF THE CITY OF VINELAND ENTITLED STORMWATER CONTROL.
- 4) ORDINANCE NO. 2025-58, ORDINANCE AMENDING ORDINANCE 84, AS AMENDED, CHAPTER 320 OF THE CODE OF THE CITY OF VINELAND ENTITLED DRAINAGE SYSTEMS TO INCLUDE THEREIN LAND GRADING REQUIREMENTS.
- 5) ORDINANCE NO. 2025-59, ORDINANCE DESIGNATING AND APPOINTING MIGUEL MERCADO, QPA, PART-TIME AS THE QUALIFIED PURCHASING AGENT FOR THE CITY OF VINELAND AND ASSIGNED THE AUTHORITY, RESPONSIBILITY AND ACCOUNTABILITY FOR THE PURCHASING ACTIVITY OF THE CITY OF VINELAND IN ACCORDANCE WITH N.J.S.A. 40A:11-9.

Ordinances for First Reading

- 1) ORDINANCE NO. 2025-60, ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT OF SALE AND OTHER DOCUMENTS NECESSARY FOR THE ACQUISITION OF CERTAIN PROPERTY IN THE CITY OF VINELAND FROM 621 ELMER LLC, KNOWN AS BLOCK 4007, LOT 4 ON THE TAX MAP OF THE CITY OF VINELAND.
- 2) ORDINANCE NO. 2025-61, ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT OF SALE AND OTHER DOCUMENTS NECESSARY FOR THE ACQUISITION OF CERTAIN PROPERTY IN THE CITY OF VINELAND KNOWN AS 1462 ALMOND ROAD, BLOCK 2101, LOT 57 ON THE TAX MAP OF THE CITY OF VINELAND.
- 3) ORDINANCE NO. 2025-62, AN ORDINANCE RESCINDING ORDINANCE NO. 2025-43 AND AMENDING ORDINANCE NO. 2001-2 TO ALLOW FOR UP TO FIVE (5) ADDITIONAL FIVE (5) YEAR RENEWAL TERMS FOR AN EXISTING CELL TOWER LEASE BETWEEN THE CITY AND SPRINT SPECTRUM REALTY COMPANY, LLC, SUCCESSOR IN INTEREST TO SPRINT SPECTRUM, L.P. FOR SPACE ON A MUNICIPAL WATER TOWER LOCATED AT 382 WEST BUTLER AVENUE.
- 4) ORDINANCE NO. 2025-63, AN ORDINANCE AMENDING ORDINANCE NO. 2002-33 TO ALLOW FOR UP TO FIVE (5) ADDITIONAL FIVE (5) YEAR RENEWAL TERMS FOR AN EXISTING CELL TOWER LEASE BETWEEN THE CITY AND T-MOBILE NORTHEAST, LLC, SUCCESSOR IN INTEREST TO OMNIPOINT COMMUNICATIONS ENTERPRISES L.P., A DELAWARE LIMITED PARTNERSHIP, FOR SPACE ON A MUNICIPAL WATER TOWER LOCATED 2245 MAGNOLIA ROAD.
- 5) ORDINANCE NO. 2025-64, ORDINANCE AMENDING ORDINANCE 2005-32, AS AMENDED, CHAPTER 676, ARTICLE II, SECTION 676-12 ENTITLED VDIID-CITY-SPONSORED EVENTS.
- 6) ORDINANCE NO. 2025-65, ORDINANCE AMENDING ORDINANCE 2023-07, AS AMENDED, CHAPTER 358, SECTION 358-6 ENTITLED FIREARMS; PERMITS.

Resolutions

- 1) RESOLUTION NO. 2025-428, A RESOLUTION RECOGNIZING PEDRO CASIANO UPON RETIRING FROM PUBLIC SERVICE EFFECTIVE JULY 1, 2025 AND APPROVING THE TRANSFER OF VINELAND POLICE DUTY WEAPON IN RECOGNITION OF YEARS OF SERVICE WITH THE VINELAND POLICE DEPARTMENT.
- 2) RESOLUTION NO. 2025-429, A RESOLUTION AUTHORIZING THE EXCLUSION OF THE PUBLIC FROM A MEETING BETWEEN THE MAYOR, CITY COUNCIL, CITY CLERK AND STAFF, BUSINESS ADMINISTRATOR AND STAFF, CITY SOLICITOR AND STAFF, CHIEF FINANCIAL OFFICER AND STAFF AND LAW FIRM OF BROWN & CONNERY, LLP, CONCERNING MATTERS RELATING TO LITIGATION IN WHICH THE PUBLIC BODY IS OR MAY BECOME A PARTY AND MATTERS FALLING UNDER THE ATTORNEY-CLIENT PRIVILEGE AND AUTHORIZING THE DISCLOSURE OF MINUTES OF SAID MEETING AS PROVIDED HEREIN.
- 3) RESOLUTION NO. 2025-430, A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT APPLICATION AND GRANT AGREEMENT FOR GRANT FUNDING FROM THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY IN THE AMOUNT NOT TO EXCEED \$395,000.00 FOR THE VINELAND URBAN ENTERPRISE ZONE 2026 COMMERCIAL CORRIDOR CLEANING AND MAINTENANCE PROJECT YEAR 4.
- 4) RESOLUTION NO. 2025-431, RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR E-PERMITS WITH THE DEPARTMENT OF TRANSPORTATION.
- 5) RESOLUTION NO. 2025-432, A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE CITY OF VINELAND FOR THE RESURFACING OF PARK AVENUE, PHASE 2 (WEST AVENUE TO N. WEST BOULEVARD).
- 6) RESOLUTION NO. 2025-433, A RESOLUTION AUTHORIZING PAYMENT TO SIEMENS ENERGY, HOUSTON, TX, FOR SIEMENS PARTS AND SERVICES FOR UNIT 11 AND CLAYVILLE GENERATING STATIONS IN ACCORDANCE WITH A LONG TERM SERVICE AGREEMENT.
- 7) RESOLUTION NO. 2025-434, A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1 TO CONTRACT NO. C24-0143, PURCHASE ORDER NO. 24-07419, ISSUED TO DAN SWAYZE & SON, INC.
- 8) RESOLUTION NO. 2025-435, A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1, TO CONTRACT NO. C21-0091 AND PURCHASE ORDER 21-06159, ISSUED TO KEY ENGINEERS, INC., BERLIN, NJ, IN THE AMOUNT OF \$26,658.00.
- 9) RESOLUTION 2025-436, A RESOLUTION AWARDED AN OPEN-END CONTRACT TO ANIXTER., SMYRNA, DE FOR THE PURCHASE OF 69KV BREAKERS & 15KV BYPASS SWITCHES, IN THE AMOUNT OF \$1,038,043.30.
- 10) RESOLUTION NO. 2025-437, A RESOLUTION AWARDED A CONTRACT TO ARAWAK PAVING CO., LLC, 7503 WEYMOUTH ROAD, HAMMONTON, NJ 08037 FOR THE RESURFACING OF N. VALLEY AVENUE (PARK AVENUE TO OAK ROAD), IN THE AMOUNT NOT TO EXCEED \$968,700.00.
- 11) RESOLUTION NO. 2025-438, A RESOLUTION AWARDED A CONTRACT TO NERI'S CONSTRUCTION & RENTAL, INC., WILLIAMSTOWN, NJ FOR ARBOR AVENUE WATER MAIN IMPROVEMENT PROJECT, IN THE AMOUNT OF \$160,380.00.
- 12) RESOLUTION NO. 2025-439, RESOLUTION EXERCISING OPTION TO EXTEND CONTRACT C24-0128 FOR SUPPLYING AND DELIVERING VOC-COMPLIANT HIGH PERFORMANCE COLD PATCH.
- 13) RESOLUTION NO. 2025-440, RESOLUTION EXERCISING OPTION TO EXTEND CONTRACT C24-0129 FOR SUPPLYING AND LAYING HOT MIX ASPHALT.
- 14) RESOLUTION NO. 2025-441, RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING, UNDER N.J.S.A. 40A:11-4.1 ET SEQ., IN THE

ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR BROADBAND
UTILITY ENGINEERING SERVICES.

- 15) RESOLUTION NO. 2025-442, RESOLUTION AUTHORIZING A VINELAND REVOLVING LOAN FUND LLC GRANT TO THE VINELAND DEVELOPMENT CORPORATION TO BE USED FOR THE ACQUISITION OF CERTAIN PROPERTY IN THE CITY OF VINELAND KNOWN AS 625-627 E. LANDIS AVENUE BLOCK 4002, LOT 9 ON THE TAX MAP OF THE CITY OF VINELAND.
- 16) RESOLUTION NO. 2025-443, A RESOLUTION APPROVING VINELAND REVOLVING LOAN FUNDS FOR BOYS AND GIRLS CLUB OF CUMBERLAND COUNTY (OR ASSIGNS).
- 17) RESOLUTION NO. 2025-444, RESOLUTION AMENDING RESOLUTION NO. 2025-337 APPROVING FORGIVABLE LOAN(S) FROM FIRST GENERATION ENTERPRISE ZONE FUNDS FOR PROJECT BEAUTIFY.
- 18) RESOLUTION NO. 2025-445, RESOLUTION AMENDING RESOLUTION NO. 2025-337 APPROVING FORGIVABLE LOAN(S) FROM FIRST GENERATION ENTERPRISE ZONE FUNDS FOR PROJECT BEAUTIFY.
- 19) RESOLUTION NO. 2025-446, A RESOLUTION APPROVING SURETY REDUCTION, RELEASE OR RENEWAL AS SUBMITTED BY THE CITY ENGINEER.
- 20) RESOLUTION NO. 2025-447, A RESOLUTION APPROVING CHARGE AGAINST VARIOUS LAND FOR LAND CLEARANCE AND AUTHORIZING SAID CHARGE TO BECOME A LIEN UPON SUCH LAND AND TO BE ADDED TO AND BECOME A PART OF THE TAXES TO BE ASSESSED AND LEVIED UPON SUCH LAND.
- 21) RESOLUTION NO. 2025-448, A RESOLUTION CANCELING GRANTS RECEIVABLE BALANCES AND UNENCUMBERED BALANCES OF GRANT APPROPRIATION RESERVES.
- 22) RESOLUTION NO. 2025-449, A RESOLUTION PROVIDING AND AUTHORIZING THE PAYMENT OF BILLS AND DEMANDS AGAINST THE CITY OF VINELAND.

Motion

- 1) MOTION TO REFER TO THE PLANNING BOARD OF THE CITY OF VINELAND A REQUEST TO PERMIT THE CONVERSION OF A LAW OFFICE TO A CHILDCARE-PRESCHOOL, AGES 0-13 YEARS, AT PROPERTY KNOWN AS 202 NORTH 8TH STREET, VINELAND AND REQUEST FINDINGS OF FACT AND RECOMMENDATIONS THERETO.

Privilege of the Floor

Adjournment

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



Vineland, New Jersey

ORDINANCE NO. 2025-_____

**ORDINANCE AMENDING ORDINANCE NO. 2025-33 AND VINELAND CITY
CODE § 425-5 RELATING TO FEES FOR REVIEWING AND
ADMINISTRATING 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, by Ordinance No. 2025-33 Vineland Municipal Code § 425-5 was amended to update the fees for reviewing and administering development applications; and

WHEREAS, the amendment § 425-5 Note 4 was not consistent with Planning Board Resolution No. 6685 which recommended that Note 4 provide "Any Legal Escrow shall be replenished when it falls to \$5,000.00."

NOW, THEREFORE, BE IT ORDAINED by City Council of the City of Vineland that §425-5, Note 4, of the Vineland Municipal Code, be amended 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:

(4) NOTE: Any Legal Escrow shall be replenished when it falls to \$5,000.00.

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk



Vineland, New Jersey

ORDINANCE NO. 2025 - 56

ORDINANCE AMENDING ORDINANCE NO. 2025-37 AND
AUTHORIZING THE PURCHASE OF A DRAINAGE
EASEMENT ACROSS THE LANDS OF JOFFE LUMBER &
SUPPLY CO, INC KNOWN AS 18 BURNS AVENUE,
BLOCK 7110, LOT 39 FOR \$14,500.00.

WHEREAS, pursuant to Ordinance No. 2025-37 Vineland City Council authorized the condemnation of a drainage easement across the lands of Joffe Lumber & Supply Co. Inc. known as 18 Burns Avenue, if the easement could not be purchased for \$11,000.00.

WHEREAS, Joffe Lumber & Supply Co., Inc. rejected the offer to purchase the easement for \$11,000.00 but has agreed to sell the easement for \$14,500.00 provided that the City replaces, in kind, a chain link fence located in the easement area, and supply Joffe with a set of as built plans.

WHEREAS, purchasing the easement for \$14,500.00 will save the City the time, expense, delay, and uncertainty in obtaining the easement through condemnation, and is also reasonable and consistent with the City’s statutory obligation to engage in good faith negotiations prior to initiating a condemnation action.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the purchase of an easement across Block 7110, Lot 39 approximately 5 feet from its eastern boundary line and running from the Conrail tracks to the north, to the culvert under Burns Avenue to the south, as more particularly described in Ordinance No. 2025-37, for \$14,500.00 upon the terms and conditions set forth in the preamble is approved. .

NOW, THEREFORE, BE IT FURTHER 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 said easement upon the terms and conditions set forth in the Agreement attached as Exhibit A, subject to such non-material changes as recommended by the City Solicitor.

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

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

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 Joffe Lumber & Supply Co., Inc. (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 7110, Lot 39 of the tax map of the City of Vineland; and

WHEREAS, a drainage easement across the Property, as depicted on Schedule A, and described on Schedule B is necessary for constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, the continued operation of a drainage easement which follows an existing stormwater ditch along the eastern boundary line of Block 7110, Lot 39; and

WHEREAS, it is believed to the existing stormwater ditch follows the historic flow of stormwater to a culvert under Burns Avenue which acts as the headwater of the Petticoat Branch, which was interrupted as some point in the past

WHEREAS, the Grantee requires an exclusive permanent easement, of approximately five (5) feet in width across Block 7110, Lot 39, along its eastern boundary line, as depicted on the Draft Plans for the Upper Petticoat Watershed Improvements attached as Exhibit A, and described on Exhibit B, for erecting, constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, protecting and the continued operation of a drainage ditch together with appurtenant uses.

NOW THEREFORE, for and in consideration of Eleven Thousand (\$14,500.00) 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 in full perpetual and exclusive right to the following permanent easement located in the City of Vineland, County of Cumberland, and State of New Jersey, as depicted on Schedule A 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 Joffe Lumber & Supply Co., Inc., as successor by merger with D&S Sales co., Inc. dated March 8, 1999, recorded March 9, 1999 in the Cumberland County Clerk/Register's Office in Book No. 2348, Page 146..

GRANTOR grants and conveys to the Grantee, and to Grantee's heirs, successors, legal representatives and assigns a sole and exclusive 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, inspecting, and replacing of the drainage ditch, 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.

GRANTEE shall indemnify and hold the Grantor harmless from all claims, suits or actions of every kind or character made upon or brought against Grantor, 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 Grantee, 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 drainage ditch. 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. Among other things the Grantee shall replace, in kind, the chain link fence along to the eastern boundary line and relocate said fence outside of the easement area. Grantee shall be solely responsible for the maintenance and repair of the Easement Area.

GRANTEE shall, at its own cost and expense provide the Grantor with as built plans for drainage ditch upon completion of construction.

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.

Joffe Lumber & Supply, Inc.

_____, President (SEAL)

STATE OF NEW JERSEY :
: SS
COUNTY OF CUMBERLAND :

BE IT REMEMBERED that on this _____ day of _____ 2025, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, _____ of Joffe Lumber & Supply Co., Inc., 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 Corporation, that the signature of the said _____ 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 Board of Directors of said Corporation.

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

Notary Public/Attorney at Law

CITY OF VINELAND

Approved this _____, day of _____, 2025

Witness

BY: _____
Robert S. Dickenson

TITLE: Business Administrator

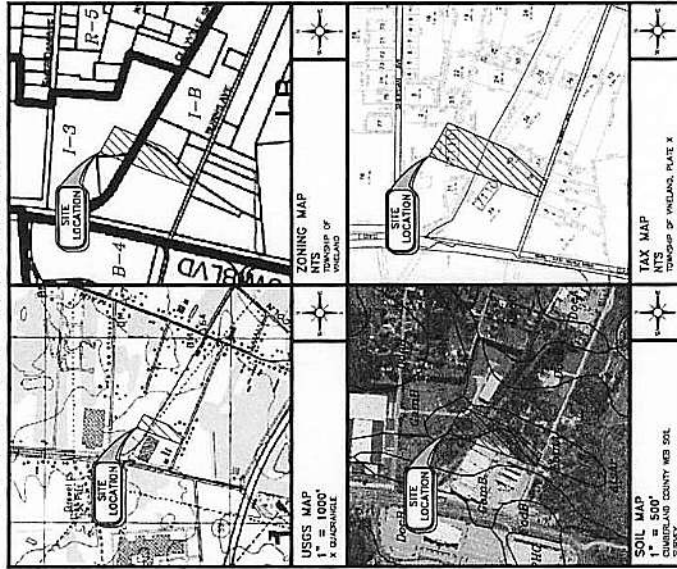
EXHIBIT A

UPPER PETTICOAT WATERSHED IMPROVEMENTS

BLOCK 7110, LOTS 1, 29, 33, 38, 39, & 40

CITY OF VINELAND, CUMBERLAND COUNTY, NEW JERSEY

TYPE OF SUBMISSION



UTILITY COMPANIES

ATLANTIC ELECTRIC UTILITY
415 NORTH WEST AVE.
VINELAND, NJ 08360
856-794-1000
EXT. 4284

DELT COMPANY
1 SOUTH JERSEY PLAZA
ATLANTIC CITY, NJ 08401
856-794-1000

DELT COMMUNICATIONS
1840 NORTH WEST BLVD.
VINELAND, NJ 08360
856-794-1000
EXT. 4348

DELTONE
1840 NORTH WEST BLVD.
VINELAND, NJ 08360
856-794-1000
EXT. 4348

DELTONE
1840 NORTH WEST BLVD.
VINELAND, NJ 08360
856-794-1000
EXT. 4348

OWNER/APPLICANT:
CITY OF VINELAND
840 EAST WOOD STREET VINELAND, NEW JERSEY, 08360
(856)-794-4000

PREPARED BY:
CONSULTING ENGINEER SERVICES
PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS
645 BERLIN-CROSS KEYS ROAD, SUITE 1, SICKLERVILLE, NEW JERSEY 08081
856-228-2200

NO.	DESCRIPTION	DATE	LAST REV.
1.	COVER SHEET	FEB 2024	
2.	EXISTING CONDITIONS AND DEMOLITION PLAN	FEB 2024	
3.	GRAVING AND DRAINAGE PLAN	FEB 2024	
4.	CONSTRUCTION DETAILS	FEB 2024	
5.	SOIL EROSION AND SEDIMENT CONTROL PLAN	FEB 2024	
6.	SOIL EROSION & SEDIMENT CONTROL NOTES AND DETAILS	FEB 2024	

INDEX OF SHEETS

COVER SHEET

141 SHERIDAN AVE DRAINAGE IMPROVEMENTS
BLOCK 7110, LOTS 1, 29, 33, 38, 39, & 40
CITY OF VINELAND, CUMBERLAND COUNTY, NEW JERSEY

CONSULTING ENGINEER SERVICES
PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS
645 BERLIN-CROSS KEYS ROAD, SUITE 1, SICKLERVILLE, NEW JERSEY 08081
856-228-2200

DAVID J. CELLA
PROFESSIONAL ENGINEER, NEW JERSEY LIC. NO. 24604776900

- [illegible]

1. connected to Elise and spent to be located, moved to Victoria and/or other locations.
2. connected to responsible party for the death of Elise and the man who was shot at the Elise's house and the man who was shot at the Elise's house to be responsible for the death of Elise.

[illegible]

GRAPHIC SCALE
0 40 80
SCALE: 1" = 40'

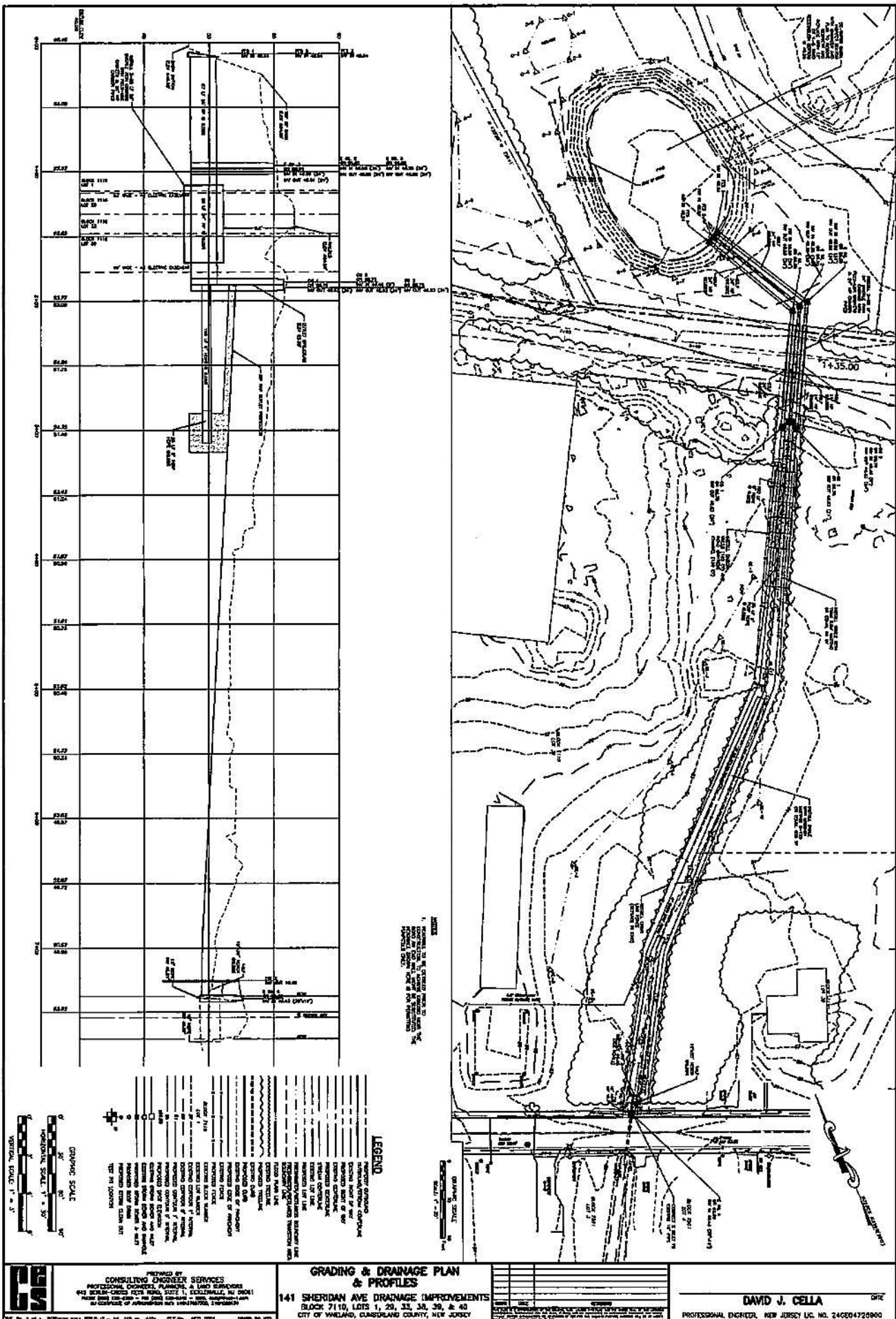


PREPARED BY
CONSULTING ENGINEER SERVICES
PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS
645 BURLING-ORRIS KINGS ROAD, SUITE 1, ROCKVILLE, MD 20851
Phone (301) 231-2360 • Fax (301) 231-2349 • Email des@des-engineers.com
IN COMPLIANCE WITH SECTION 104 OF THE FEDERAL AID ACT OF 1976

141 SHERIDAN AVE DRAINAGE IMPROVEMENTS
BLOCK 7110, LOTS 1, 29, 33, 38, 39, & 40
CITY OF VINELAND, CUMBERLAND COUNTY, NEW JERSEY

DAVID J. CELLA

PROFESSIONAL ENGINEER, NEW JERSEY LIC. NO. 24CE04728000



DAVID J. CELLA DATE
PROFESSIONAL ENGINEER, NEW JERSEY LIC. NO. 240ED4728900



consulting engineer services

Engineers, Planners, and Land Surveyors

EXHIBIT B

December 12, 2024

WETLANDS DISTURBANCE AREA DESCRIPTION

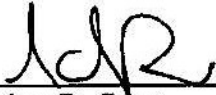
OVER A PORTION OF BLOCK 7110, LOT 39 CITY OF VINELAND, CUMBERLAND COUNTY, NEW JERSEY

BEGINNING at a point in the northerly line of a 20' Wide Wetlands Disturbance Area, said point being the common corner to Block 7110, Lot 39 and the southwesterly line of a 60' Wide Atlantic City Electric Easement, and extending; Thence

1. Along the common line Block 7110, Lot 39 and 40, South 28 Degrees 40 Minutes 14 Seconds West, a distance of 239.76 Feet to a point; Thence
2. Along the common line between Block 7110, Lots 38, 39 and 40 South 46 Degrees 13 Minutes 14 Seconds West, a distance of 222.40 Feet to a point; Thence
3. Along the common line between Block 7110, Lot 38 and 39, South 30 Degrees 59 Minutes 14 Seconds West, a distance of 127.40 Feet to a point in the northerly line of Burns Avenue (33.00 Feet Wide); Thence
4. Along the northeasterly line of Burns Avenue, North 66 Degrees 34 Minutes 46 Seconds West, a distance of 10.09 Feet to a point; Thence
5. North 30 Degrees 59 Minutes 14 Seconds East, a distance of 130.07 Feet to a point; Thence
6. North 46 Degrees 13 Minutes 14 Seconds East, a distance of 222.19 Feet to a point; Thence
7. North 28 Degrees 40 Minutes 14 Seconds East, a distance of 238.50 Feet to a point in the aforementioned southwesterly line of a 60' Wide Atlantic City Electric Easement,
8. Along said line, South 59 Degrees 42 Minutes 9 Seconds East, a distance of 10.00 Feet to a point to a point and place of BEGINNING.

CONTAINING an area of 5,902 Square Feet or 0.135 Acres.

Hereinabove described land is graphically shown on a plan entitled "Soil Erosion and Sediment Control Plan", Block 7110, Lots 1, 29, 33, 38, 39 & 40, City of Vineland, Cumberland County, New Jersey, as prepared by Consulting Engineer Services, dated 09/23. CES Job No. 4031.



Adam R. Grant
Professional Land Surveyor
New Jersey License No. 24GS04335700

CITY OF VINELAND

August 12, 2025

CERTIFICATION OF AVAILABILITY OF FUNDS

We, the undersigned officials of the City of Vineland, do hereby certify, to the best of my knowledge and belief that there now exists adequate funds for the acquisition of a drainage easement across the lands of Joffe Lumber & Supply Co, Inc known as 18 Burns Avenue, Block 7110, Lot 39 for \$14,500.00.

Such funds for the contract to be awarded herein are available in the calendar year 2025 Budget of the City of Vineland.

Susan Baldosaro

Susan Baldosaro
Chief Financial Officer

Brianna Nitsche

Brianna Nitsche
Accountant

Account No.: G-02-57-881-2023-45006

Check one & initial

Encumber ☒

Supplement ☐



Vineland, New Jersey

ORDINANCE NO. 2025-_____

**ORDINANCE AMENDING ORDINANCE 86-84, AS AMENDED,
CHAPTER 425-72 OF THE CODE OF THE CITY OF VINELAND
ENTITLED STORMWATER CONTROL.**

WHEREAS, on December 23, 1986 the City Council of the City of Vineland adopted Ordinance 86-84, as amended, Chapter 425-72 of the Code of the City of Vineland to address flood control, groundwater recharge and pollutant reduction by the use of stormwater management measures; and

WHEREAS, Section 425-72, subsection B; Definitions has contained therein the defined term of “Major Development” which contains errors in referencing certain subsections of the Code as defining “Major Development” ; and

WHEREAS, the City Planner has recommended corrections to the definition of Major Development to correctly reference the appropriate subsections of the Code when defining “Major Development.”

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that Section 425-72, Section B Definitions, Major Development be amended as follows:

1. The definition of Major Development, subsection (1) (d) shall be deleted in its entirety and replaced as follows:
 - (d) A combination of Subsection (b) and (c) above that totals an area of 5,000 square feet or more. The same surface shall not be counted twice when determining if the combination area equals 5,000 square feet or more.
2. The definition of Major Development, subsection (2) shall be deleted in its entirety and replaced as follows:
 - (2) Major Development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of subsection (1), parts (a), (b), (c), or (d) above. Projects undertaken by any government agency that otherwise meet the definition of “Major Development”, but which do not require approval under Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered Major development.

BE IT FURTHER ORDAINED that the balance of Ordinance 86-84, as amended, not amended hereby shall remain in full force and effect.

BE IT FURTHER ORDAINED that any Ordinance or portion thereof inconsistent herewith shall be void to the extent of such inconsistency.

BE IT FURTHER ORDAINED that should any portion of this Ordinance be deemed unenforceable by a court of competent jurisdiction, that portion so determined to be unenforceable, shall be void and the balance hereof shall remain in full force and effect.

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

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk



Vineland, New Jersey

ORDINANCE NO. 2025- 58

**ORDINANCE AMENDING ORDINANCE 84, AS AMENDED,
CHAPTER 320 OF THE CODE OF THE CITY OF VINELAND
ENTITLED DRAINAGE SYSTEMS TO INCLUDE THEREIN
LAND GRADING REQUIREMENTS.**

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) has determined that improperly managed land development can have a potential adverse impact on groundwater recharge, stormwater quality and stormwater quantity both at the down stream and development site; and

WHEREAS, the NJDEP has further determined that improper grading from development removes naturally created stored runoff and prevents precipitation from infiltrating, resulting in precipitation becoming runoff affecting neighboring properties and

WHEREAS, the City Engineer and Director of Licenses and Inspections have received increasing number of complaints from property owners experiencing water runoff caused by improper grading of neighboring properties and have recommended City Council adopt an Ordinance to set grading standards to address the NJDEP concerns for stormwater management practices.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that Ordinance 84, as amended, Chapter 320 of the Code of the City of Vineland be amended as follows:

1. The title to Chapter 320 shall be amended as follows:

Chapter 320 Drainage Systems and Land Grading Requirements

2. **Section 320-2 Definitions** shall be amended with the addition of the following definitions:

CONSTRUCTION ACTIVITY – The physical activities associated with the construction of any on-site structure or site work within all zones of the City of Vineland.

DISTURBANCE – Any area where construction activity or man-made land disturbance is proposed. Such construction activity or man-made land disturbance would include, but not be limited to, buildings and structures, parking and access improvements, utilities, drainage systems, landscaping, fencing, clearing, grading, tree removal, excavating, filling, mining and quarrying. Milling and repaving and routine property maintenance is not considered disturbance for the purposes of this definition.

GRADING PLAN – A scaled plan drawing prepared by a licensed professional that conforms to the standards set forth herein.

STORMWATER MANAGEMENT REPORT – A technical report prepared by a licensed professional that conforms to all applicable local and state stormwater regulation standards.

3. **Section 320-4 Land Grading Requirements; Penalties** shall be added as follows:

Section 320-4 Land Grading Requirements; Penalties

§ 320-4 Land Grading Permit

1. **Purpose**
 - A. It is the express purpose of this section to provide special qualitative and quantitative development controls for all lands located within the City of Vineland.
 - B. These special development controls are provided in recognition of the potentially negative impacts of construction in certain areas in the form of stormwater runoff, erosion, siltation, excessive removal of vegetation and soil, flooding, and destruction of unique landforms. It is further the purpose of this section to encourage good land use planning and design, maximize optimal use of the natural terrain and maintain ridgelines and natural flow paths.

- C. Effective and reasonable application of these regulations, which are in concert with the NJDEP's Stormwater Best Management Practices (BMP) Guidelines, will protect the health, safety and welfare of the citizens of the City of Vineland, as well as limit the adverse impact on adjoining and/or downstream properties due to surface and underground movement of water.
- D. This section is further promulgated to provide a functional land use design and control mechanism that will augment the basic land use controls of this code.

2. When Required; Exemptions

A. A Land Grading Permit shall be required for the following construction activities:

- (1) All grading and earthwork (including tree removal) in excess of five hundred (500) square feet on developed or undeveloped properties,
- (2) Each individual lot within an approved minor or major subdivision;
- (3) All grading and earthwork regardless of disturbance size that significantly changes drainage patterns on the lot and/or impacts drainage patterns and runoff on adjacent lots or public Right-Of-Way;
- (4) Any development of infill lots;
- (5) Any grading or earthwork disturbance within five (5) feet of a property line.

B. Stormwater Management Report (when required)

- (1) Applicability: If the proposed disturbance of an individual lot or the cumulative disturbance of multiple lots as part of a minor subdivision meets the standard of a "major development," as defined in Section 425-72B of the City of Vineland Municipal Code, the grading plan shall meet all applicable stormwater control standards as outlined in Section 425-72 of the code.
- (2) If the cumulative disturbance of multiple lots as part of a minor subdivision are required to comply with Section 425-72 of the ordinance, each individual lot shall independently meet the stormwater control standard.

C. The following construction activities are exempt from the requirements of this section:

- (1) All grading and earthwork related to agricultural production provided that significant changes in drainage patterns or stormwater impacts on adjacent lots or public Right-Of-Way.
- (2) Any project that has received major site plan approval from the City of Vineland Planning Board or Zoning Board of Adjustment and whose approval is still valid. All proposed construction activity shall be in accordance with the approved major site plan.

3. Process

- A. All complete Land Grading Permit applications shall include one (1) signed copy of land grading application form, three (3) signed and sealed copies of a grading plan, one (1) copy of land grading plan checklist, one (1) signed and sealed copy of Stormwater Management Report (when required) and appropriate fee. Land Grading Permit applications must be submitted to the City of Vineland, Department of Licenses & Inspections.
- B. All requirements of Section 4 herein shall be met and the appropriate fee shall be submitted for an application to be deemed complete.
- C. A Land Grading Permit shall be required to be obtained prior to the issuance of a building permit.
- D. Following receipt of the Land Grading Permit Application, the City Engineer or their agent will review the plan and notify the applicant of any required revisions. In the event, the proposed construction activity creates additional variances as defined in Section 425 - Article XV Zoning of the Vineland City Code, the Applicant will be responsible to obtain any and all variance relief from the City of Vineland Planning Board or Zoning Board of Adjustment before the land grading plan review can proceed.

- E. Upon completion of the land grading plan review, final approved plans and Land Grading Permit will be forwarded to the Construction Official by the City Engineer or their agent.
- F. All grading work must be completed within ninety (90) calendar days from the issuance of the permit, or concurrent with any building permit associated with the proposed improvement, whichever time period is greater. A thirty (30) calendar day time extension may be granted if the construction is active and ongoing.
- G. Following completion of all work, the applicant must provide an as-built survey prepared by a licensed land surveyor accompanied by a certification from a Professional Land Surveyor detailing compliance with, and any deviations from, the approved grading plan. Any deviations must meet the intent of the approved plan and the purpose of this section. If any apparent discrepancies exist between the grading plan and actual construction, the applicant will be notified and will be required to perform any necessary site work. Following satisfactory performance of all work, the City Engineer or their agent shall provide notification to the applicant and the Construction Official indicating acceptance of the improvements. Such acceptance shall be considered a prior condition for the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy.
- H. The City of Vineland shall have the right to inspect the subject parcel prior to issuance of the Permit as well as during the time of construction.
- I. The City of Vineland shall have the right to enter the subject parcel to verify the as-built grading plan.
- J. In the event of a public emergency or a catastrophic event (e.g., fire, hurricane), the requirement for a grading plan and/or as-built grading plan will be waived under the condition that the reconstruction of any structures or site work is identical to its previous layout prior to the emergency or catastrophic event. These events, because of their sudden and unexpected nature, cannot be planned for in advance, yet require immediate remedy. However, any deviations from the previous site layout, including but not limited to, changes in grading, additional impervious coverage, and site work changes will require a land grading permit application and approval before any reconstruction can commence.
- K. Fees for the Land Grading Permit shall consist of an application fee and a permit fee.
 - (1) The application fee shall be \$100.
 - (2) The permit fee shall be based on square feet of disturbance, as follows:
 - a. Less than 5,000 square feet of disturbance: \$300.
 - b. Greater than or equal to 5,000 square feet, but less than 25,000 square feet of disturbance: \$500.
 - c. Greater than or equal to 25,000 square feet, but less than 50,000 square feet of disturbance: \$750.
 - d. Greater than or equal to 50,000 square feet of disturbance: \$1,000.
 - (3) The drainage review fee (when required) shall be \$750.

4. Grading Plan Requirements

- A. All Land Grading Permit Applications must be accompanied by a grading plan. The grading plan must show the following components:
 - (1) General Information
 - a. Title block indicating the address of the site, block and lot designation and be titled "GRADING PLAN". The title block must contain the name, address and telephone number of the preparer. The plan must also contain the name and address of the applicant.
 - b. Signed and sealed by a Professional Land Surveyor, Professional Engineer or Architect in the State of New Jersey. Plan signature requirements can be found at the end of this section.
 - c. Vertical datum specification with year. If an assumed datum is used, a conversion equation must be indicated on the plan.

- d. Zoning district(s) of the property, permitted impervious lot coverage based, and existing and proposed (if applicable) impervious lot coverage.
 - e. Legible and of sufficient scale and quality to be reproducible.
- (2) Property Lines, Easements and Setbacks
- a. Show abutting properties and identify by block and lot numbers.
 - b. Show bearing and dimensions of property lines, width and purposes of easements and building setback lines in accordance with the Zoning Ordinance.
- (3) Right-Of-Way Improvements
- a. Width of right-of-way and cartway, location of existing/proposed curb, earthen berms, driveway aprons and sidewalks along the frontage of the property.
 - b. Pertinent information related to existing/proposed site improvements such as elevation of centerline of roadway, top of curb and gutter, sidewalk and driveway apron. Where no curb exists, pavement edge elevation should be provided.
 - c. All work to be performed within the municipal Right-Of-Way will require the appropriate municipal Right-Of-Way opening permits.
- (4) Grading and Elevation Data
- a. Contour lines at one (1) foot intervals and spot elevations of high and low points. Contour lines must clearly show existing characteristics of topography such as existence of lawn swales, ditches, ridgelines and general pattern of drainage flow. Where grade changes and fill are involved, proposed conditions must be superimposed.
 - b. Existing/proposed spot elevation of all property corners and elevations at high and low points along property lines. Existing topography shall be extended a minimum of twenty-five (25) feet beyond the property lines in all directions to show impact to adjacent drainage patterns.
 - c. All structures and other site improvements with overall dimensions of structures, offset distances from property lines and location of driveways, fences, pools, decks, retaining wall, etc.
- (5) Proposed New Structure or Addition (if applicable)
- a. The lot shall be graded to direct surface runoff away from structure foundation towards defined drainage paths.
 - b. Elevations of the first floor and garage, as well as finished grades at all building opening and corners must be shown.
 - c. Approximate location of proposed utility service connections (sanitary sewer and water) must be shown (if applicable).
 - d. Approximate location of existing or proposed water wells and underground septic system must be shown (if applicable).
- (6) Proposed Stormwater Infrastructure (if applicable)
- a. All proposed stormwater infrastructure shall be clearly labeled and notated.
 - b. A table including predevelopment and post development peak discharge and volume results for all design storm events.
 - c. Stage-area-storage table for proposed stormwater management measures, which will indicate elevation in relation to surface area, storage volume, peak inflows and outflows.
 - d. Details of proposed stormwater management infrastructure shall be provided.
- (7) Stream Corridor, Floodplain and/or Wetlands (if applicable)
- a. Stream encroachment, flood boundary, and/or wetland lines shall be shown and a source of the information shall be noted on the plan. In cases where no study is available, it shall be so noted on the plan.
 - b. Bearing and distances with NJDEP permit number and date of approval for stream, flood boundary, and/or wetlands and wetlands buffer line, or, if not delineated, lines must be based on a state survey or accepted study.
 - c. All construction and grading activities shall comply with the requirements of applicable NJDEP regulations. The applicant is responsible for obtaining jurisdictional determination from the appropriate authorities.

- (8) Minimum Grading Standards
 - a. Lawn areas with gradients of at least two (2%) percent shall be sloped away from building foundations. Grassed lawn swales, with a desirable slope of two (2%) percent, but in no case, less than one and a half (1.5%) percent shall direct surface runoff toward a defined drainage paths. Grading shall not impact adjacent properties by diversion of surface runoff.
 - b. Proposed drainage patterns shall be denoted with flow arrows. Spot elevations shall be provided along major drainage paths.
 - c. Top of an excavation and/or toe of slope of a fill section shall not be closer than five (5) feet to an adjoining property line or structure.
 - d. Proposed grading shall not extend beyond the property line unless the written consent of the adjacent owner is obtained through a temporary construction easement.
 - e. Driveways shall not have a slope greater than twelve (12%) percent. Where site conditions require a greater slope, a design waiver may be requested.
 - (9) Soil Erosion and Sediment Control
 - a. All disturbed land within or adjacent to the construction area, which is the result of the contractor's operation, shall be stabilized in accordance with the most recent edition of the "Standards for Soil Erosion and Sediment Control in New Jersey".
 - b. Soil erosion and sediment control measures shall be provided and shall include silt fences at down slope perimeters of the disturbed area and a stabilized construction entrance.
 - c. Stockpiling of material and debris within the right-of-way is not permitted. The roadway shall be swept clean of all earth and debris at all times.
 - d. Requirements of Soil Erosion and Sediment Control Permit shall override this section.
 - (10) Other Site Details (if applicable)
 - a. Details of all proposed site improvements such as landscape or retaining structures, drainage facilities, etc., shall be submitted with and become part of the Land Grading Application. All proposed site improvements not previously approved under Site plan or Subdivision approvals shall be submitted for review to determine compliance with applicable standards.
 - B. All grading plans must be prepared and sealed by a Professional Engineer or other licensed professional as deemed permissible by N.J.A.C. 13:40-7. All licensed professionals must be licensed by the State of New Jersey.
 - C. Outbound and topographic surveys must be prepared and sealed by a Professional Land Surveyor as deemed permissible by N.J.A.C. 13:40-7. All licensed professionals must be licensed by the State of New Jersey.
 - D. Individual Lot Grading Plans associated with Major Subdivisions shall be substantially in conformance with the approved Perfected Preliminary Plan for said subdivision.
5. Stormwater Management Report (if applicable)
- A. A stormwater management report that meets all standards set forth in Section 425-72 of the ordinance and all applicable state standards and design guidance outlined in the New Jersey Stormwater Best Management Practices (BMP) Manual shall be provided.
6. As-Built Plan Requirements
- A. Following completion of all work, the applicant must provide an as-built survey plan, including, at a minimum, the following components:
 - (1) Title block indicating the address of the site, lot and block designation and be titled "FINAL AS-BUILT SURVEY PLAN". The title block must contain the name, address and telephone number of the preparer. The plan must also contain the name and address of the applicant.
 - (2) Signed and sealed by a licensed Land Surveyor in the State of New Jersey.
 - (3) Legible and of sufficient scale and quality to be reproducible.
 - (4) Show all existing structures, driveways, and other land features.
 - (5) Show property lines and permanent easements and be identified by Lot and Block Numbers
 - (6) Provide existing elevation of centerline of roadway, top of curb and gutter, sidewalk and driveway apron. Where no curb exists, pavement edge elevation should be provided.

- (7) As-built contour lines at one (1) foot intervals and spot elevations of high and low points. Contour lines must clearly show existing characteristics of topography such as existence of lawn swales, ditches, ridgelines and general pattern of drainage flow.
- (8) Show as-built spot elevation of all property corners and elevations at high and low points along property lines.
- (9) As-built elevations of the first floor and garage, as well as finished grades at all building opening and corners must be shown.
- (10) As-built locations of on-site wells and septic systems (if applicable)
- (11) Stream encroachment, flood boundary, and/or wetland lines shall be shown and a source of the information shall be noted on the plan (if applicable). In cases where no study is available, it shall be so noted on the plan.
- (12) Show all constructed stormwater management measures, including, the following items (if applicable): bottom of basin elevation, top of basin elevation, location and elevation of all inlet and outlet structures, pipe and weir information and elevations for all structures within the basin, spillway information, width, and elevation. Additionally, the as-built survey shall include a constructed elevation-volume table.
- (13) Show any changes from the approved Grading Plan after construction is completed.

7. As-Built Certification

The applicant must provide an as-built certification detailing compliance with, and any deviations from, the approved grading plan from a Professional Land Surveyor in the State of New Jersey or other licensed professional as deemed permissible by N.J.A.C. 13:40-7. The required certification is included on the "As-Built Plan Checklist and Certification" form and shall be submitted along with the as-built plan. The certification shall include the following language:

AS-BUILT CERTIFICATION

CITY OF VINELAND, COUNTY OF CUMBERLAND, NEW JERSEY

In accordance with City of Vineland Municipal Code Section 320-4, either I have, or a representative under my direct supervision has performed an as-built survey for the site located at:

Work Location: (Insert Work Location Address)

Block(s): (Insert Block Numbers), Lot(s): (Insert Lot Numbers)

And in our professional opinion and observation certify that the site has been constructed in substantial conformity with the approved grading plan, with any deviations so noted below:

(Insert Any Deviations from Approved Grading Plan)

(Printed Name and License No.)

Name of Professional Land Surveyor License No.

For: (Insert Firm if applicable)

(Signature and Date)

SEAL

8. Penalties

Any person who shall violate any of the provisions of this section shall upon conviction be liable to the general penalty stated in Section 1-15 of the City of Vineland Ordinance. Each violation of the provisions of this section and each day the same is violated shall be deemed and taken to be a separate and distinct offense.

BE IT FURTHER ORDAINED that the balance of Ordinance 84, as amended, Chapter 320 of the Code of the City of Vineland not amended hereby shall remain in full force and effect.

BE IT FURTHER ORDAINED that should any portion of this Ordinance be deemed unenforceable by a court of competent jurisdiction, that portion so determined to be unenforceable, shall be void and the balance hereof shall remain in full force and effect.

BE IT FURTHER ORDAINED that should any Ordinance or portion thereof be inconsistent with this Ordinance, said Ordinance or portion thereof shall be void and of no further force and effect to the extent of such inconsistency.

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

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk



Vineland, New Jersey

ORDINANCE NO. 2025-_____

ORDINANCE DESIGNATING AND APPOINTING MIGUEL MERCADO, QPA, PART-TIME AS THE QUALIFIED PURCHASING AGENT FOR THE CITY OF VINELAND AND ASSIGNED THE AUTHORITY, RESPONSIBILITY AND ACCOUNTABILITY FOR THE PURCHASING ACTIVITY OF THE CITY OF VINELAND IN ACCORDANCE WITH N.J.S.A. 40A:11-9.

WHEREAS, there presently exists a vacancy in the position of Qualified Purchasing Agent (QPA) for the City of Vineland due to a recent retirement; and

WHEREAS, the City sought applications for the position of QPA and has interviewed those parties having the necessary qualifications to serve in that capacity as defined in N.J.S.A. 40A:11-9; and

WHEREAS, Miguel Mercado has met all of the criteria as outlined in said statute and has received his certificate from the Director of the Division of Local Government Services to serve as a Qualified Purchasing Agent; and

WHEREAS, Mr. Mercado also has extensive experience serving in the Purchasing Department of the City of Vineland and is familiar with the purchasing practices of the City; and

WHEREAS, City Council finds it to be in the best interest of the City to appoint Miguel Mercado to the position of Qualified Purchasing Agent, part- time with a salary as set forth in the schedule of classification and compensation plans for the City of Vineland and to serve in that capacity in accordance with N.J.S.A. 40A:11-9.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that Miguel Mercado, QPA, is hereby appointed to the position of Qualified Purchasing Agent Part-Time for the City of Vineland effective September 1, 2025 and assigned the authority, responsibility and accountability for the purchasing activity of the City of Vineland in accordance with N.J.S.A. 40A:11-9

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

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk



Vineland, New Jersey

ORDINANCE NO. 2025-_____

ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT OF SALE AND OTHER DOCUMENTS NECESSARY FOR THE ACQUISITION OF CERTAIN PROPERTY IN THE CITY OF VINELAND FROM 621 ELMER LLC, KNOWN AS BLOCK 4007, LOT 4 ON THE TAX MAP OF THE CITY OF VINELAND.

WHEREAS the conversion of the Landis Market into a Convention Center will require additional public parking in the area of the new Convention Center.

WHEREAS 621 E. Elmer Street, a/k/a Block 4007, Lot 4 is located across the street from the Market/Convention Center and is adjacent to three vacant lots on E. Elmer Street owned by the City of Vineland.

WHEREAS the purchase of 621 E. Elmer Street will allow for the consolidation of the 4 lots which will provide additional parking for the Convention Center and for center city.

WHEREAS the purchase of 621 E. Elmer Street for \$260,000.00, which is slightly more than the appraised value of \$250,000.00 is reasonable.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute any and all documents necessary for the acquisition of the land and improvements known as 621 E. Elmer Street, Block 4007, Lot 4 including the Agreement of sale attached hereto, subject to such non material changes as recommended by the City Solicitor and such other documents that are reasonable and necessary to complete the purchase.

BE IT FURTHER ORDAINED the acceptance of a Grant not to exceed \$260,000.00 plus the costs of closing from the Vineland Revolving Loan Fund for the purchase of the property is hereby approved.

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

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

REAL PROPERTY PURCHASE AND SALE AGREEMENT
BETWEEN
CITY OF VINELAND OR ITS ASSIGN(S) (Buyer) and 621 ELMER LLC (Seller).

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2025, by and between **621 Elmer LLC**, whose address is c/o Quince Realty, 535 Chula Vista Avenue, Lady Lake, FL 32159 (at times referred to as "Seller"), and the **City of Vineland**, whose address is 640 E. Wood Street, Vineland, NJ 08360 (at times referred to as "City" or "Buyer"), or its Assigns.

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

1. SALE OF PROPERTY. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, fee simple title to a parcel of real property located in the City of Vineland, County of Cumberland, State of New Jersey, known as **621 E. Elmer Street, Block 4007, Lot 4** of the tax map of the City of Vineland, New Jersey, together with all rights incident thereto and all improvements and fixtures located thereon (herein at times referred to as the "Property"). Subject to Buyers right of inspection and due diligence this property is being sold "as is". The Seller does not make any claims or promises about the condition or value of any of the property included in this sale.

2. PURCHASE PRICE. The total consideration or purchase price (the "Purchase Price") for the Property shall be **TWO HUNDRED AND SIXTY THOUSAND (\$260,000.00) DOLLARS**, payable as follows:

(a) The Purchase Price will be paid by wire transfer, certified check or title company check at Settlement.

(b) The Purchase Price shall be adjusted in accordance with the provisions of **Section 13 below**, which provides for various adjustments and apportionments.

3. SELLERS REPRESENTATIONS. Seller warrants and represents that:

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

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

(c) The Seller has owned the Property since **May 14, 2007**. Since that time no one has

questioned its right to possession or ownership. The Seller has sole possession of the Property. The seller has not given anyone else any rights concerning the purchase or lease of the Property.

(d) The Seller has always obtained all necessary permits and certificates of occupancy. The Seller is not aware that anyone has filed or intends to file a construction lien or building contract relating to the Property.

(e) There are, and to the Sellers knowledge, there have never been, any underground or above ground storage tank(s) located on the property, except for an above ground tank in the basement, which has been removed. To the Seller's knowledge the above ground tank has never leaked and there is not staining or other evidence of leakage.

(f) The Seller states that no improvements on adjoining properties extend across the boundary lines on this property.

4. QUALITY OF TITLE.

(a) At closing, title to the Property shall be good and marketable and free and clear of all liens, restrictions, easements and other encumbrances and title objections, and shall be insurable as such at ordinary rates by any reputable title insurance company selected by the Buyer (the "Title Company"). In the event that title is not marketable and free and clear of all liens, restrictions, easements and other encumbrances and title objections, or not insurable at ordinary rates Buyer may cancel this Agreement in which event Seller shall reimburse Buyer for all costs incurred in connection with any inspections performed by Buyer or on Buyer's behalf.

(b) At or prior to closing, Seller shall discharge, pay and satisfy any mortgage lien, judgment or other lien of a liquidated and fixed amount (each, a "Monetary Lien") affecting the Property.

(c) Seller shall not grant or create any new or additional liens, restrictions or encumbrances or otherwise alter the quality of title through and including the closing date.

If the property does not comply with this paragraph, the Seller will be notified and given thirty (30) days to make it comply. If the property still does not comply after that date, the Buyer may cancel this contract or give the Seller more time to comply.

5. INSPECTION/DUE DILIGENCE. Waived.

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

7. APPRAISAL. Waived.

8. **SURVEY.** Buyer and its agents, employees and contractors shall have full access to the property for purposes of performing a survey for a period of sixty days from the effective date of this Agreement.

9. **FINANCING CONTINGENCY.** Waived.

10. **CITY COUNCIL APPROVAL.** This Agreement is subject to City Council Approval.

11. **BREACH OF AGREEMENT.** In addition to any other remedy available to Buyer at law or in equity, in the event of a breach of this Agreement by Seller, Buyer shall have the right to seek specific enforcement of the terms of this Agreement, in which event Seller shall pay Buyers cost of suit including reasonable attorney fees if Buyer is successful.

12. **ADJUSTMENTS AT SETTLEMENT AND CLOSING COSTS.**

(a) **Time of Adjustments.** The Buyer and Seller agree to adjust any expenses or income relating to the property as of 11:59 pm on the date prior to the closing date, including, but not limited to taxes and utilities.

(b) **Utilities.** Seller shall obtain readings of all utility meters to a date no sooner than two (2) days prior to settlement. At settlement, Seller shall pay all charges based upon such meter readings, plus a reasonable escrow for the additional charges due for the period from the date of the readings until settlement. Utilities shall be transferred by Buyer to Buyer's name effective on the date of settlement. The Seller agrees not to interrupt utilities, provided Buyer makes the necessary transfers. Seller shall be responsible for payment of all real estate taxes up to closing.

(c) **Closing Costs and Expenses.** At closing Buyer shall pay all survey and title charges, including but not limited to, owners title insurance; all recording fees, including, but not limited to, the cost of recording the deed, and any other fee or cost which is customarily paid by Buyer. The Seller shall pay for the cost of recording the release of any mortgage on the property, the realty transfer fee, if any; and any other fee or cost which is customarily paid by Seller. The settlement/closing fee charged by the title company shall be equally split between the Buyer and Seller.

13. **ASSESSMENTS.** Certain municipal improvements such as curbs, sidewalks, water and sewer lines may result in governmental assessments against the property to pay for the improvement. All unpaid assessments against the property for work installed at the property before the date of settlement will be paid by the Seller at settlement. If the improvement is not installed at the property before the date of settlement, then the Buyer will pay the assessment. If the improvement is completed before the date of settlement but the amount of the assessment is not determined by the date of settlement, the Seller will pay an estimated amount at the settlement to be held in escrow by the title company or Buyer's attorney. When the amount of the assessment is finally determined, the Seller will pay any deficiency to the Buyer or the Buyer will return any

excess to the Seller. Notwithstanding anything herein to the contrary, Buyer shall be responsible for any assessments against the property resulting from Buyer's proposed use of the property.

14. TIME AND PLACE OF SETTLEMENT. The Buyer and Seller agree to closing (the "Closing Date") or prior to February 10, 2026. Both parties will fully cooperate so the closing can take place on or before the Closing Date. Closing shall be held by at the title company of Buyers choice located in Vineland, New Jersey. In the event closing is not held on or before the Closing Date, both parties shall cooperate in rescheduling the closing on a mutually convenient date. Upon Settlement, possession of the Property shall be delivered to Buyer.

15. DOCUMENTS TO BE DELIVERED AT SETTLEMENT. At Settlement, Seller will deliver to Buyer the following, executed, acknowledged and in recordable form, as appropriate:

- (a) a Bargain and Sale Deed with Covenants against Grantors Acts;
- (b) affidavit of title; and
- (c) such other agreement document or writing required by the Title Company in connection with the closing.

16. CONDITIONS OF CLOSING. The Buyer's obligation to proceed to closing shall be contingent on the Seller compliance with the following conditions.

(a) Except as otherwise provided in this paragraph, the Property shall be free of all leasehold interests and tenants at the time of closing. In the event the Property is not free of all leasehold interest and tenants on or before the closing date, Buyer in Buyer's sole discretion may terminate this contract or proceed to closing in which event the Buyer shall be entitled to a credit against the purchase price in the amount of \$10,000.00.

(b) In the event the Buyer cancels this Agreement for any reason other than for the Seller's inability to deliver possession of the property free of all tenants or the Seller's failure to satisfy the Bulk Sales conditions set forth in **Paragraph 25**, the Buyer will pay Seller \$10,000.00.

(c) Any personal property left at the property after closing may be disposed of by the Buyer, in Buyers sole discretion.

17. RISK OF LOSS. Waived.

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

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

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

To Seller: 621 Elmer LLC
c/o Quince Realty
535 Chula Vista Avenue
Lady Lake, FL 32159
krsusa@mac.com

19. REAL ESTATE COMMISSIONS. In the event either party has engaged a real estate agent, business broker, or has in any way incurred a commission expense, that party shall be solely responsible for payment of same.

20. FLOOD AREA. The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area" the Buyer may cancel this contract during the due diligence period, by notice provided in accordance with **paragraph 19**, otherwise the right to cancel this Agreement in accordance with this paragraph shall be deemed waived.

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

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the assigns and successors of the parties hereto.

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

24. 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.

25. BULK SALES. Seller agrees to cooperate with the Buyer in the execution and delivery of any bulk sale or asset transfer sale application forms in connection with the transactions contemplated hereunder, including, without limitation, the C-9600 Form of Notification of Sale, Transfer or Assignment in Bulk, and agree that if the New Jersey Department of Taxation, pursuant to N.J.S.A. 54:50-38, notifies the Buyer that a possible claim for state taxes from a Seller exists, the Buyer shall hold back from the Purchase Price payable at Closing such amount as indicated by the New Jersey Department of Taxation (hereinafter referred to as the “Holdback”), and the parties will execute and deliver to one another a reasonable escrow agreement whereby the Title Company or the Buyer’s counsel will hold such Holdback in a non-interest bearing account until such time as the New Jersey Department of Taxation issues a letter confirming (i) the amount of taxes which are due, in which case the Holdback shall be used for the payment of such taxes (with the balance of the Holdback, if any, to be released to the Seller) or (ii) no such taxes are due, at which time the Holdback funds, will be released to Seller

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

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

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

29. TITLES AND SUBTITLES. Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

30. WORDS AND GENDER OR NUMBER. As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

31. SEVERABILITY. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

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

BUYER:
City of Vineland

Date: _____, 2025

Anthony Fanucci, Mayor

SELLER:
621 Elmer LLC

Date: _____, 2025

Kamal Sinha, Sole Member



Vineland, New Jersey

ORDINANCE NO. 2025-_____

ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT OF SALE AND OTHER DOCUMENTS NECESSARY FOR THE ACQUISITION OF CERTAIN PROPERTY IN THE CITY OF VINELAND KNOWN AS 1462 ALMOND ROAD, BLOCK 2101, LOT 57 ON THE TAX MAP OF THE CITY OF VINELAND.

WHEREAS on June 27, 2025 the City of Vineland acquired title to approximately 60 acres of the former West Campus of the Vineland Developmental Center from the State of New Jersey with the intention to covert the property into an Industrial Park;

WHEREAS, the State retained that portion of the West Campus known as the Learning Center, which includes most of the frontage on Almond Road leaving the proposed Industrial Park with only 315 feet of frontage on Almond Road.

WHEREAS the owners of 1462 Almond Road, Block 2101, Lot 57, which is two (2) acres and contains a single family home, have offered to sell the property to the City for the appraised value, \$230,000.00.

WHEREAS, 1462 Almond Road, which is immediately adjacent to the 60 acres acquired from the State, will add 165 feet of frontage to the Industrial Park on Almond Road; and will render the industrial lots to be created more marketable.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute any and all documents necessary for the acquisition of the land and improvements known as 1462 Almond Road, Block 2101, Lot 57 including the Agreement of sale attached hereto, subject to such non material changes as recommended by the City Solicitor and such other documents that are reasonable and necessary to complete the purchase.

BE IT FURTHER ORDAINED the acceptance of a Grant not to exceed \$230,000.00 plus the costs of closing from the Vineland Revolving Loan Fund for the purchase of the property is hereby approved.

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

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

REAL PROPERTY PURCHASE AND SALE AGREEMENT
BETWEEN
CITY OF VINELAND (BUYER) AND VINELAND PATRICIA MERCADO; AUBREY
LEE HALL, III; AB LYNN HALL; AND CHAD ELLIOTT HALL (SELLERS)

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2024, by and between **Patricia Mercado; Aubrey Lee Hall, III; Ab Lynn Hall; and Chad Elliott Hall**, (collectively referred to as "Sellers"), and the **City of Vineland**, whose address is 640 E. Wood Street, Vineland, NJ 08360 (at times referred to as "City" or "Buyer"), or its Assigns.

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

1. **SALE OF PROPERTY.** Sellers agrees to sell and convey to Buyer, and Buyer agrees to purchase from Sellers, fee simple title to a parcel of real property located in the City of Vineland, County of Cumberland, State of New Jersey, known as **1462 Almond Road, Block 2101, Lot 57** of the tax map of the City of Vineland, New Jersey (the "Property"), together with all rights incident thereto and all improvements and fixtures located thereon (herein at times referred to as the "Property"). Subject to Buyers examination of title, the Property is being sold "as is". Sellers does not make any claims or promises about the condition or value of any of the property included in this sale.

2. **PURCHASE PRICE.** The total consideration or purchase price (the "Purchase Price") for the Property shall be **TWO HUNDRED AND THIRTY THOUSAND (\$230,000.00) DOLLARS**, payable as follows:

(a) The Purchase Price (**\$230,000.00**) will be paid at closing by wire transfer, certified check or other means acceptable to Buyer's title company.

(b) The Purchase Price shall be adjusted in accordance with the provisions of **Section 13 below**, which provides for various adjustments and apportionments.

3. **REPRESENTATIONS OF SELLERS AND BUYER.** Sellers warrant and represent that:

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

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

(c) Sellers have owned the Property since **February 1, 2001**. Since that time no one has questioned their right to possession or ownership. Sellers have sole possession of the Property. Sellers have not given anyone else any rights concerning the purchase or lease of the Property.

(d) Sellers have always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefitting

the Property have been paid in full. Sellers are not aware that anyone has filed or intends to file a construction lien or building contract relating to the Property.

(e) There are, and to the Sellers knowledge, there have never been, any underground or above ground storage tank(s) located on the property.

(f) Sellers have not used the Property for a business purpose.

(g) To Selles' knowledge all buildings, driveways and other improvements on the property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines on this property.

(f) To the best of Sellers knowledge (i) neither the Sellers nor any previous owner of the Property or operator of a business on the Property has ever generated, stored, or disposed of any hazardous substances on the Property that were not properly disposed of, which generation, storage or disposal has or may result in a substantial fine or other substantial cost to cure as a result of a claimed violation of any statute, ordinance, by-law, rule or regulation applicable at the time of such storage or disposal; and (ii) that no other party has ever generated, stored, or disposed of such substances on the Property that were not properly disposed of, which generation, storage or disposal has or may result in a substantial fine or other substantial cost to cure as a result of a claimed violation of any statute, ordinance, by-law, rule or regulation applicable at the time of such storage of or disposal; and (iii) there has not been a release of any hazardous substances on the Property by anyone else. For the purposes of this agreement, "hazardous substances" shall mean "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, U.S.C.A. the regulations thereunder, and as defined in applicable state law.

(g) The Property is not assessed, and never has been assessed under the Farmland Assessment Act, and the sale of the Property will not trigger roll back taxes.

4. QUALITY OF TITLE.

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

(b) At or prior to closing, Sellers shall discharge, pay and satisfy any mortgage lien, judgment or other lien of a liquidated and fixed amount (each, a "Monetary Lien") affecting the Property.

(c) Sellers shall not grant or create any new or additional liens, restrictions or encumbrances or otherwise alter the quality of title through and including the closing date.

If the property does not comply with this paragraph, the Sellers will be notified and given thirty (30) days to make it comply. If the property still does not comply after that date, the Buyer may cancel this contract or give the Sellers more time to comply.

5. INSPECTION/DUE DILIGENCE. Sellers hereby grants Buyer and its agents,

employees and contractors **90 days** (the “Due Diligence Period”), commencing on the Effective Date of this Agreement as defined in **Section 27** below, to conduct such investigations and testing, including, but not limited to environmental testing and investigations, as the Buyer, in its sole discretion may deem necessary or prudent (the Investigations). Sellers shall cooperate with Buyer in making such Investigations. The Investigations shall be made solely at Buyer’s expense. If the Investigations indicate, in Buyer’s sole opinion, that the Property is subject to environmental problems or is not otherwise suitable for Buyers intended use, this Agreement shall be NULL and VOID and neither party shall have any further liability or obligation under this Agreement and the Deposit, if any, shall be returned to the Buyer. To exercise Buyer’s option to cancel this Agreement, Buyer must give Sellers notice consistent with **Section 19** below within the Due Diligence Period. Buyer may cancel this Agreement for any reason during the due diligence period. Buyer, in Buyer’s sole discretion may waive, at any time, the balance of the Due Diligence Period, in which event the parties will proceed to closing as provided by **Section 15** below, provided Buyer shall have first obtained site plan approval, or unless the Agreement is otherwise terminated. Any waiver of the balance of the Due Diligence Period must be in writing and delivered in accordance with **Section 19** below. Buyer’s examination of title shall also be conducted during the due diligence period. Due diligence does not include a home inspection, except the Buyer reserves the right to inspect the home for environmental conditions.

6. ASSIGNMENT. The Buyer’s rights and obligations under the terms of this Agreement may be assigned by the Buyer in its sole discretion. Sellers agrees to honor any such assignment by direct transfer of the property to the assignee at the time of closing.

7. SURVEY. During Due Diligence Period, in addition to the examination of title contemplated in **Section 5** above, Buyer and its agents, employees and contractors shall have full access to the property for purposes of performing a such survey.

8. CITY COUNCIL APPROVAL. This Agreement is contingent on Vineland City Council passing an Ordinance approving the purchase of the Property. It is anticipated, but not guaranteed, that the Ordinance approving the purchase of the Property will be on City Council’s September 9, 2025 agenda for its first reading and on City Council’s September 23, 2025 agenda for its second reading and approval.

9. APPRAISAL CONTINGENCY. Waived.

10. FINANCING CONTINGENCY. Waived.

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

12. ADJUSTMENTS AT SETTLEMENT AND CLOSING COSTS.

(a) Time of Adjustments. The Buyer and Sellers agree to adjust any expenses or income relating to the property as of 11:59 pm on the date prior to the closing date, including, but not limited to taxes and utilities.

(b) Utilities. Sellers shall obtain readings of all utility meters to a date no sooner than two (2) days prior to settlement. At settlement, Sellers shall pay all charges based upon such meter readings, plus a reasonable escrow for the additional charges due for the period from the date of the readings until settlement. Utilities shall be transferred by Buyer to Buyer’s name effective on the date of settlement. The

Sellers agrees not to interrupt utilities, provided Buyer makes the necessary transfers. Sellers shall be responsible for payment of all real estate taxes up to closing.

(c) **Closing Costs and Expenses.** At closing Buyer shall pay all survey and title charges, including but not limited to, owners title insurance; all recording fees, including, but not limited to, the cost of recording the deed, and any other fee or cost which is customarily paid by Buyer. The Buyer shall also prepare the deed and pay the realty transfer fee, if any. The settlement/closing fee charged by the title company shall be paid by Buyer. The Sellers shall be responsible for any attorney fees they may incur.

(d) **Real Estate Commission.** In the event either party has engaged a real estate agent, business broker, or has in any way incurred a commission expense, that party shall be solely responsible for payment of same.

13. **ASSESSMENTS.** Certain municipal improvements such as curbs, sidewalks, water and sewer lines may result in governmental assessments against the property to pay for the improvement. All unpaid assessments against the property for work installed at the property before the date of settlement will be paid by Sellers at settlement. If the improvement is not installed at the property before the date of settlement, then the Buyer will pay the assessment. If the improvement is completed before the date of settlement but the amount of the assessment is not determined by the date of settlement, the Seller will pay an estimated amount at the settlement to be held in escrow by the title company or Buyer's attorney. When the amount of the assessment is finally determined, Sellers will pay any deficiency to the Buyer or the Buyer will return any excess to the Sellers. Notwithstanding anything herein to the contrary, Buyer shall be responsible for any assessments against the property resulting from Buyer's proposed use of the property.

14. **TIME AND PLACE OF SETTLEMENT.** The Buyer and Sellers agree to closing within 30 days of the expiration of the due diligence period (the "Closing Date"). Both parties will fully cooperate so the closing can take place on or before the Closing Date. Closing shall be held by at the title company of Buyers choice. In the event closing is not held on or before the Closing Date, both parties shall cooperate in expeditiously rescheduling the closing on a mutually convenient date. Upon Settlement, possession of the Property shall be delivered to Buyer.

15. **DOCUMENTS TO BE DELIVERED AT SETTLEMENT.** At Settlement, Sellers will execute, acknowledged, and deliver, in recordable form, as appropriate:

- (a) a Bargain and Sale Deed with Covenants against Grantors Acts;
- (b) affidavit of title; and
- (c) such other agreement document or writing required by the Title Company in connection with the closing.

16. **CONDITIONS OF CLOSING.** The Buyer's obligation to proceed to closing shall be contingent on the Sellers compliance with the following conditions.

- (a) The Property shall be free of all leasehold interests and tenants;
- (b) Sellers shall have removed all personal property located on or about the Property, including, but not limited to, equipment, appliances, furniture, machinery, vehicles, materials, and debris.

Any equipment, appliances, furniture, machinery, and materials left at the Property at the time of closing shall be deemed abandoned and may be disposed of or kept and used by the Buyer's sole discretion.

17. **RISK OF LOSS.** Waived.

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

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

Alan G. Giebner, Esq.
640 E. Wood Street
4th Floor
Vineland, NJ 08360
agiebner@vinelandcity.org

To Sellers: Patricia Mercado
addiepatty1012@comcast.net

19. **FLOOD AREA.** The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area" the Buyer may cancel this contract within 30 days of the date of this Agreement, by notice provided in accordance with **paragraph 16**, otherwise the right to cancel this Agreement in accordance with this paragraph shall be deemed waived.

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

21. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the assigns and successors of the parties hereto.

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

23. **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.

24. BULK SALES. Unless the property was used in connection with a business or an income producing property this Agreement is not subject to the requirements of the Bulk Sales Act.

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

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

28. TITLES AND SUBTITLES. Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

29. WORDS AND GENDER OR NUMBER. As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

30. SEVERABILITY. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

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

BUYER:
City of Vineland

Date: _____, 2025

Anthony Fanucci, Mayor

SELLERS:

Date: _____, 2025

Patricia Mercado

Date: _____, 2025

Aubrey Lee Hall, III;

Date: _____, 2025

Ab Lynn Hall

Date: _____, 2025

Chad Elliott Hall



Vineland, New Jersey

ORDINANCE NO. 2025-_____

AN ORDINANCE RESCINDING ORDINANCE NO. 2025-43 AND AMENDING ORDINANCE NO. 2001-2 TO ALLOW FOR UP TO FIVE (5) ADDITIONAL FIVE (5) YEAR RENEWAL TERMS FOR AN EXISTING CELL TOWER LEASE BETWEEN THE CITY AND SPRINT SPECTRUM REALTY COMPANY, LLC, SUCCESSOR IN INTEREST TO SPRINT SPECTRUM, L.P. FOR SPACE ON A MUNICIPAL WATER TOWER LOCATED AT 382 WEST BUTLER AVENUE.

WHEREAS, pursuant to Ordinance No. 2001-2, the City of Vineland ("City") accepted the bid of Sprint Spectrum, L.P. predecessor in interest to Sprint Spectrum Realty Company, LLC, to lease space on a municipal water tower owned by the City and located on a portion of real estate known as 382 West Butler Avenue, Vineland, also known as Block 7002, Lot 42 (formerly known as Block 1053, Lot 3), on the Tax Map of the City of Vineland upon which is constructed a water tower facility; which lease was amended by Amendment No. 1 dated January 14, 2015 and Amendment No. 2 dated July 21, 2021; and

WHEREAS, the initial term of the lease was 10 years commencing June 6, 2001, with the lease subject to three (3), five-year renewal terms; and

WHEREAS, the current lease term is set to expire on June 5, 2026; and

WHEREAS, Ordinance No. 2025-43 misstated the expiration date of the lease and revised name of the lessee, and should be rescinded; and

WHEREAS, the City and Sprint Spectrum Realty Company, LLC, Successor in Interest to Sprint Spectrum, L.P. ("Lessee"), desire to amend Ordinance No. 2001-2 to allow for up to five (5) additional five-year renewal terms for the lease, extending beyond the current expiration date of June 5, 2026; and

WHEREAS, the Council of the City has determined that extending the Lessee's right to renew the lease is in the best interests of the City and its residents and is authorized pursuant to N.J.S.A. 40A:12-14 and other applicable laws.

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

SECTION 1. Rescission of Ordinance No. 2025-43. Ordinance No. 2025-43 is hereby rescinded.

SECTION 2. Amendment to Ordinance No. 2001-2. Ordinance No. 2001-2 is hereby amended as follows:

- (a) The term of the lease agreement between the City and Lessee is hereby extended for up to five (5) additional and successive five-year automatic renewal terms, commencing on June 6, 2026 and expiring no later than June 5, 2051, provided that Carrier may elect not to renew the lease at the end of any current term or any Renewal Term by providing City sixty (60) days' written notice prior to the expiration of the then current term or any then-current Renewal Term.
- (b) All other terms and conditions of the original lease agreement, as previously amended, shall remain in full force and effect, except as explicitly modified by this Ordinance.

SECTION 3. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall continue in full force and effect, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 4. Repealer. All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and publication as required by law.

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

To: City Council
From: Stephen Barse, Associate Solicitor
Re: Proposed Rescission of Ordinance No. 2025-43 and Amending to Ordinance No. 2001-2
(Sprint Spectrum Realty Company, LLC Cell Tower Lease – Butler Avenue Site)

Date: September 2, 2025

On May 29, 2025, Mayor Fanucci signed Ordinance No. 2025-43, amending Ordinance No. 2001-2, to permit up to five (5) additional five-year terms on Sprint Spectrum, L.P.'s cell tower lease on Butler Avenue. It was subsequently determined that the commencement date of the initial lease was different from the date of the adoption of Ordinance No. 2001-02 and that the lessee had changed its name from Sprint Spectrum, L.P. to Sprint Spectrum Realty Company, LLC. The attached ordinance revokes Ordinance No. 2025-43 and amends Ordinance No. 2001-02 to provide for up to five (5) additional renewal terms commencing June 17, 2027 with a potential final expiration date of June 16, 2052, assuming Sprint Spectrum Realty Company, LLC does not exercise its option to terminate the lease prior to the end of any of the five (5) year renewal terms.

AMENDMENT No. 3 TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (“**3rd Amendment**”) is effective as of the date of execution by the last party to sign (the “**Effective Date**”), by and between Sprint Spectrum Realty Company, LLC, a Delaware limited liability company (the “**Carrier**”), and the City of Vineland, a New Jersey Municipality (the “**City**”). City and Carrier are collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, City and Carrier entered into that certain Lease Agreement dated June 6, 2001, as amended by Amendment No. 1, dated January 14, 2015 and Amendment No. 2, dated July 21, 2021, (collectively, the “**Agreement**”), pursuant to which Carrier is leasing space for a telecommunications facility at 382 West Butler Avenue Vineland, NJ 08360 (as more fully described in the Agreement, the “**Site**”). City and Carrier now wish to further amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Third Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.
2. The term of the Agreement between the City and Carrier is hereby extended for up to five (5) additional and successive five-year automatic renewal terms (each a “Renewal Term”), commencing on June 6, 2026 and expiring no later than June 5, 2031, provided that Carrier may elect not to renew the Agreement at the end of any current term or any Renewal Term by providing City sixty (60) days’ written notice prior to the expiration of the then current term or then-current Renewal Term.
3. Carrier’s addresses for notice purposes in section 21 of the Agreement are hereby deleted and replaced with the following:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. 1CU4371A
4. Each person signing this Third Amendment on behalf of City or Carrier represents that he or she is duly authorized to sign this Third Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Agreement and this Third Amendment, this Third Amendment shall prevail.

5. All other terms and conditions of the original Lease Agreement, as previously amended, shall remain in full force and effect, except as explicitly modified by the Ordinance attached hereto as Exhibit A.

6. City warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to City's execution of this Third Amendment, or if any such third party consent or approval is required, City has obtained any and all such consents or approvals.

7. The Agreement remains in full force and effect as amended by this Third Amendment and is hereby ratified and confirmed by the Parties.

8. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Third Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized representatives as of the date first written above.

Carrier:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

City:

City of Vineland,
a New Jersey Municipality

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A



Vineland, New Jersey

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING ORDINANCE NO. 2002-33 TO ALLOW FOR UP TO FIVE (5) ADDITIONAL FIVE (5) YEAR RENEWAL TERMS FOR AN EXISTING CELL TOWER LEASE BETWEEN THE CITY AND T-MOBIL NORTHEAST, LLC, SUCCESSOR IN INTEREST TO OMNIPOINT COMMUNICATIONS ENTERPRISES L.P., A DELAWARE LIMITED PARTNERSHIP, FOR SPACE ON A MUNICIPAL WATER TOWER LOCATED 2245 MAGNOLIA ROAD

WHEREAS, pursuant to Ordinance No. 2002-33, the City of Vineland ("City") accepted the bid of Omnipoint Communications Enterprises L.P., A Delaware Limited Partnership,, predecessor in interest to T-MOBIL Northeast, LLC, ("Lessee") to lease space on a municipal water tower owned by the City and located on a portion of real estate known as 2245 Magnolia Road, Vineland, also known as Block 5223, Lot 2 (formerly known as Block 820, Lot 17), on the Tax Map of the City of Vineland upon which is constructed a water tower facility; and

WHEREAS, the initial term of the lease was 10 years with an effective date of June 17, 2002, with the lease subject to 3, five-year renewal terms, permitting a maximum lease term of twenty-five (25) years; and

WHEREAS, the City and Lessee desire to amend Ordinance No. 2002-33 to allow for up to five (5) additional five-year renewal terms for the lease, extending beyond the current expiration date of June 16, 2027; and

WHEREAS, Council has determined that Ordinance No. 2002-33 should be amended to provide that the lease agreement will automatically be extended for up to five (5) additional five-year renewal terms, commencing June 17, 2027, and expiring no later than June 16, 2052, unless notice of non-renewal is provided by Lessee to the City at least sixty (60) days prior to the expiration of any current term or then current renewal term.

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

SECTION 1. Amendment to Ordinance No. 2002-33. Ordinance No. 2002-33 is hereby amended as follows:

- (a) The term of the lease agreement between the City and Lessee is hereby extended for up to five (5) additional and successive five-year automatic renewal terms, commencing on June 17, 2027 and expiring no later than June 16, 2052, provided that Carrier may elect not to renew the lease at the end of any current term or any Renewal Term by providing City sixty (60) days' written notice prior to the expiration of the then current term or any then-current Renewal Term
- (b) All other terms and conditions of the original lease agreement, as previously amended, shall remain in full force and effect, except as explicitly modified by this Ordinance

SECTION 2. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall continue in full force and effect, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 3. Repealer. All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon its passage and publication as required by law.

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

AMENDMENT No. 2 TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“**Second Amendment**”) is effective as of the date of execution by the last party to sign (the “**Effective Date**”), by and between T-Mobile Northeast LLC, a Delaware limited liability company (the “**Carrier**”), and the City of Vineland, a municipal corporation of the State of New Jersey (the “**City**”). City and Carrier are collectively referred to herein as the (“**Parties.**”)

RECITALS

WHEREAS, City and Carrier entered into that certain Lease Agreement dated June 17, 2002, as amended by First Amendment To Lease Agreement, dated March 27, 2015 (collectively, the “**Agreement**”), pursuant to which Carrier is leasing space for a telecommunications facility at 2245 Magnolia Rd., Vineland, NJ (as more fully described in the Agreement, the “**Site**”). City and Carrier now wish to further amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Second Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.
2. The term of the Agreement is hereby extended for up to five (5) additional and successive five-year automatic renewal terms (each a “**Renewal Term**”), commencing on June 17, 2027 and expiring no later than June 16, 2052, provided that Carrier may elect not to renew the lease at the end of any current term or any Renewal Term by providing City sixty (60) days’ written notice prior to the expiration of the then current term or then-current Renewal Term, respectively, on the same terms and conditions as set forth in the Agreement.
3. Each person signing this Second Amendment on behalf of the City or Carrier represents that he or she is duly authorized to sign this Second Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.
4. All other terms and conditions of the original Lease Agreement, as previously amended, shall remain in full force and effect, except as explicitly modified by the Ordinance attached hereto as Exhibit A.
5. City warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to City’s execution of this Second Amendment, or if any such third party consent or approval is required, City has obtained any and all such consents or approvals.
6. The Agreement remains in full force and effect as amended by this Second Amendment and is hereby ratified and confirmed by the Parties.

7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above.

Carrier:

T-Mobile Northeast LLC,
a Delaware limited liability company

City:

City of Vineland,
a municipal corporation of the State of New Jersey

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Vineland, New Jersey

ORDINANCE NO. 2025- 64

**ORDINANCE AMENDING ORDINANCE 2005-32, AS
AMENDED, CHAPTER 676, ARTICLE II, SECTION 676-12
ENTITLED VDID-CITY-SPONSORED EVENTS**

WHEREAS, on May 24, 2005, City Council adopted Ordinance 2005-32 setting forth the requirements for individuals to apply for an artisan license for the sale of goods, wares and merchandise during VDID or City sponsored events; and

WHEREAS, it is the intent of city Council to keep the costs at a minimum for artisans wishing to sell their goods at such events, it is also necessary to protect the City from any potential claims or litigation from patrons purchasing such goods claiming a defect in the product against the City or VDID as the artisan is selling such goods during a sponsored event; and

WHEREAS, in reviewing the insurance requirements set forth in Chapter 676, Article II, Section 676-12, it is necessary to increase the general liability coverage required of the artisans to adequately cover any potential claims against the City and VDID.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that Ordinance 2005-32, Chapter 676, Article II Section 676-12 be deleted in its entirety and replaced as follows:

Section 676-21 VDID/and/or City Sponsored Events

Prior to any VDID and/or City sponsored events, the VDID, by resolution of its Board of Directors and/ or the City, by application through the Office of the Business Administrator, shall authorize a request to seek or accept applications for artisan licenses for the sale of goods, wares and merchandise during the sponsored event only. All applicants shall complete an application approved by the Board of Directors or the Business Administrator, as the case may be which application shall require a certification in the form and substance approved by the Legal Department signed by the applicant stating:

1. the applicant is not a transient merchant/itinerant vendor as defined herein.
2. the applicant shall comply with N.J.S.A. 54:32B-15 if applicable
3. the applicant shall comply with all of the rules and regulations of the VDID, City and State of New Jersey.
4. the applicant shall agree to indemnify and hold harmless the VDID and City against and from any and all claims to which they may be subject by reason of injury to person or property of third parties due to any acts or omissions of the applicant in the form and substance approved by the Legal Department.

Not less than 5 days from the VDID and/or City sponsored event, the applicant shall supply the VDID and City with a Certificate of Insurance (COI) for Commercial General Liability or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of \$2,000,000.00 per occurrence with a \$3,000,000.00 general aggregate per event and \$2,000,000.00 Liquor Liability, if applicable, for liability arising from premises and operations, naming the VDID and City as additional insureds thereon.

BE IT FURTHER ORDAINED that should a court of competent jurisdiction declare any portion of this Ordinance unenforceable, the balance hereof shall remain in full force and effect.

BE IT FURTHER ORDAINED that any Ordinance or portion thereof inconsistent herewith shall be void to the extent of such inconsistency.

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

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk



Vineland, New Jersey

ORDINANCE NO. 2025- 65

**ORDINANCE AMENDING ORDINANCE 2023-07, AS
AMENDED, CHAPTER 358, SECTION 358-6 OF THE CODE OF
THE CITY OF VINELAND ENTITLED FIREARMS; PERMITS**

WHEREAS, on February 16, 2023, City Council adopted Ordinance 2023-07 setting forth the fees and requirements for the issuance of firearms permits as a result of the United States Supreme Court decision in New York State Rifle and Pistol Ass’n Inc v Bruen, 142 S. Ct. 2111; and

WHEREAS, Ordinance 2023-07, at paragraph 3 therein, set fees payable to the City of Vineland in the amount of \$150.00 for the cost of processing such applications for permits and renewals thereof; and

WHEREAS, the Director of Public Safety and Chief of Police have determined that the cost associated with the issuance of a permit or renewal thereof is less than \$150.00 and recommended the reduction of the fee to \$50.00, equivalent to that which is paid to the New Jersey State Police.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that Ordinance 2023-07, as amended, Chapter 358, Section 358-6 entitled Firearms; Permits be amended as follows:

Chapter 358 Section 358-6, subsection C shall be deleted in its entirety and amended as follows:

- C. The applicant shall deliver the completed forms and all required documents to the Vineland Police Department between the hours of 8:30 am and 3:30 pm with two money orders; one in the amount of \$50.00 made payable to the “City of Vineland” and one in the amount of \$50.00 made payable to the “Superintendent of State Police.”

BE IT FURTHER ORDAINED that the balance of Ordinance 2023-07, chapter 358, not amended hereby shall remain in full force and effect.

BE IT FURTHER ORDAINED that should any portion of this Ordinance be declared unenforceable by a court of competent jurisdiction, the balance hereof shall remain in full force and effect.

BE IT FURTHER ORDAINED that should any Ordinance or portion thereof be inconsistent herewith, such Ordinance or portion thereof shall be deemed void to the extent of such inconsistency.

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

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025-_____

**A RESOLUTION RECOGNIZING PEDRO CASIANO UPON
RETIRING FROM PUBLIC SERVICE EFFECTIVE JULY 1, 2025
AND APPROVING THE TRANSFER OF VINELAND POLICE
DUTY WEAPON IN RECOGNITION OF YEARS OF SERVICE
WITH THE VINELAND POLICE DEPARTMENT.**

WHEREAS, Pedro Casiano began his career with the City of Vineland on February 13, 2000; and

WHEREAS, Pedro has furthered the City's mission by providing valuable public service to the Vineland community; and

WHEREAS, Pedro has earned the respect and confidence of his co-workers and employer throughout his many years of faithful service; and

WHEREAS, Pedro Casiano has earned a well-deserved retirement from the City of Vineland effective July 1, 2025 ending his public service career in the Police Department as Chief of Police; and

WHEREAS, in recognition of service to the City and its residents, the Mayor, City Council and Vineland Police Department intend upon presenting to Chief Casiano his service weapon.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Vineland extend their sincere thanks and appreciation to Pedro Casiano for a career of loyal and meritorious service, with best wishes for many years of health and happiness.

BE IT FURTHER RESOLVED, that the service weapon of Chief Pedro Casiano be presented to him in recognition of his faithful service to the community and Vineland Police Department upon submission of all documents required to legally transfer to him said weapon.

Adopted:

President of Council

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025-429

A RESOLUTION AUTHORIZING THE EXCLUSION OF THE PUBLIC FROM A MEETING BETWEEN THE MAYOR, CITY COUNCIL, CITY CLERK AND STAFF, BUSINESS ADMINISTRATOR AND STAFF, CITY SOLICITOR AND STAFF, CHIEF FINANCIAL OFFICER AND STAFF AND LAW FIRM OF BROWN & CONNERY, LLP, CONCERNING MATTERS RELATING TO LITIGATION IN WHICH THE PUBLIC BODY IS OR MAY BECOME A PARTY AND MATTERS FALLING UNDER THE ATTORNEY-CLIENT PRIVILEGE AND AUTHORIZING THE DISCLOSURE OF MINUTES OF SAID MEETING AS PROVIDED HEREIN.

WHEREAS, N.J.S.A. 10:4-12, Open Public Meetings Act, permits the exclusion of the public from the meeting of a public body where the subject matter of that meeting involves matters relating to litigation in which the public body is or may become a party and matters falling within the attorney-client privilege; and

WHEREAS, the Council of the City of Vineland desires to meet with the Mayor, City Clerk and Staff, Business Administrator and Staff, City Solicitor and Staff, Chief Financial Officer and Staff and the law firm of Brown & Connery, LLP, to discuss litigation in the matter of Paz vs. City of Vineland, Docket No. CUM-L-573-20.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that:

1. The public shall be excluded form a meeting of the Council of the City of Vineland, Mayor, City Clerk and Staff, Business Administrator and Staff, City Solicitor and Staff, Chief Financial Officer and Staff and the law firm of Brown & Connery, LLP immediately following or during the Regular Session of City Council, on September 9, 2025 in the Caucus Room or Council Chambers, City Hall, Vineland.
2. The general nature of the subject matter of the closed meeting shall pertain to the lawsuit of Paz vs. City of Vineland, docketed in the Superior Court of New Jersey, Cumberland County, Docket No CUM-L-573-20.
3. Disclosure of the minutes of the closed meeting authorized above between the Mayor, Council of the City of Vineland, City Clerk and Staff, Business Administrator and Staff, City Solicitor and Staff, Chief Financial Officer and Staff and the law firm of Brown & Connery, LLP shall be made following a final decision and determination of said matter excepting information which must remain private.
4. It is anticipated that the minutes of the deliberation conducted in closed session may be disclosed to the public within 2 months, however, any personal confidential information may not be released.

Adopted:

President of Council

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT APPLICATION AND GRANT AGREEMENT FOR GRANT FUNDING FROM THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY IN THE AMOUNT NOT TO EXCEED \$395,000.00 FOR THE VINELAND URBAN ENTERPRISE ZONE 2026 COMMERCIAL CORRIDOR CLEANING AND MAINTENANCE PROJECT YEAR 4.

WHEREAS the City of Vineland wishes to apply for a grant to be received from the New Jersey Urban Enterprise Zone Authority in an amount not to exceed \$395,000.00 to carry out a project for the 2026 cleaning, maintenance and beautification of the City of Vineland Urban Enterprise Zone Commercial Corridor.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute the application for such grant and any other documents necessary in connection therewith.

BE IT FURTHER RESOLVED that the City Council recognizes and accepts that the Urban Enterprise Zone Authority may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Urban Enterprise Zone Authority, does further authorize the execution of any such grant agreement; and upon receipt of the fully executed agreement from the Authority, does further authorize the expenditure of funds pursuant to the terms of the agreement by and between the City of Vineland and the New Jersey Urban Enterprise Zone Authority.

Adopted:

President of Council

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025-_____

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR
E-PERMITS WITH THE DEPARTMENT OF TRANSPORTATION.

WHEREAS the City through the Economic Development Department is in the process of consolidating numerous small lots near the southwest corner of the intersection of W. Weymouth Road and N. Delsea Drive, State Route 47 for sale to a third party.

WHEREAS due to North Delsea Drive being a State roadway, the Department of Transportation requires that the City obtain an access permit for the consolidation by filing an application through its e-permit system.

WHEREAS the City does not have anyone authorized to file applications on the Department of Transportation's e-permit system.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Vineland that Alan G. Giebner, Associate Solicitor, is hereby authorized to file applications with the Department of Transportation through its e-permit system on behalf of the City of Vineland.

Adopted:

President of Council

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE CITY OF VINELAND FOR THE RESURFACING OF PARK AVENUE, PHASE 2 (WEST AVENUE TO N. WEST BOULEVARD).

WHEREAS, the New Jersey Department of Transportation has submitted to the City of Vineland a federal aid cost reimbursement agreement for construction and CMCI services associated with the Resurfacing of Park Avenue, Phase 2 (West Avenue to N. West Boulevard), under Federal Project No. 0540308, copy of which is attached; and

WHEREAS, reimbursement to the City for total costs incurred under this agreement shall be in the amount of \$1,994,971.04; and

WHEREAS, said Agreement has been reviewed by the governing body and is considered to be in the best interest of the City of Vineland; now, therefore,

BE IT RESOLVED by the City Council of the City of Vineland, as follows:

1. THAT the Mayor and City Clerk are hereby authorized to execute the agreement between the New Jersey Department of Transportation and the City of Vineland for construction and CMCI services associated with the Resurfacing of Park Avenue, Phase 2 (West Avenue to N. West Boulevard), under Federal Project No. 0540308.
2. THAT the City Engineer is designated as the City's representative responsible for project direction and management of said agreement.

Adopted:

ATTEST:

President of Council

City Clerk

August 07, 2024



MEMORANDUM TO: Robert Dickenson, Business Administrator

FROM: Rick Caudill, PE, CME - Supervising Engineer

RE: Resurfacing of Park Avenue, Phase 2 (West Ave to N. West Blvd)
Federal Project No. 0540308
NJDOT Job No. 6014456
Agreement No. 2025-DT-BLA-931
City Eng. File No.: 23-015

The Federal Highway Administration authorized funding in the amount of \$1,994,971.04 for construction and CMCI services associated with the above referenced project. Enclosed is a copy of the Federal Aid Agreement that requires a resolution authorizing execution.

As indicated in the award letter, our department requires four (4) originals of the signed and sealed agreement and four (4) certified copies of the authorizing resolution for submission to NJDOT also signed in blue ink.

Should you have any questions or comments feel free to contact this office.

Cc: David J. Maillet, PE - City Engineer
Susan Baldosaro - CFO



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



State of New Jersey
DEPARTMENT OF TRANSPORTATION
One Executive Campus
Route 70
Cherry Hill, New Jersey 08002

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 30, 2025

Rick Caudill
Supervising Engineer, City of Vineland
Department of Engineering
640 E. Wood Street
Vineland, NJ 08362-1508

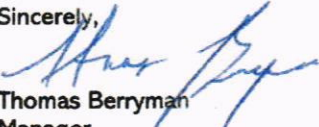
Re: Park Avenue, Phase 2
Vineland, Cumberland County
Federal Project No.: 0540308
Contract ID: 26 70003
NJDOT Job No. 6014456
FAP-2025-Vineland City-00012

Dear Mr. Caudill:

Enclosed is a copy of Federal Aid Agreement No. 2025-DT-BLA-931, for the above captioned Federal Aid project in the City of Vineland, Cumberland County.

- Please return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department. **DO NOT** enter the date on page 1.
- Signed copies of the agreement should be returned within 45 days.
- All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.
- No reimburseable work can be performed until the project agreement is executed by the NJDOT.

Should you have any questions regarding the above, please contact Frank Kasprzak at (856) 414-8490.

Sincerely,

Thomas Berryman
Manager
District 4 Local Aid

Enclosures

October 2024

New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement



FEDERAL AID AGREEMENT

Agreement No.: 2025-DT-BLA-931

Contract ID: 26 70003

Local Public Agency (LPA)/Subrecipient: City of Vineland

CFDA Name and Number: **Highway Planning and Construction 20.205**

LPA Unique Entity Identifier Number: KGESQB8J95E1

Contact Name and Phone Number: Frank Kasprzak (856) 414-8490

Project: Park Avenue, Phase 2

Municipality: City of Vineland

County: Cumberland

This Cost Reimbursement Agreement ("Agreement") is made as of the _____ day of _____, by and between the City of Vineland, having its offices at 640 E. Wood Street, Vineland, NJ 08362 ("Subrecipient" or "Local Public Agency" ("LPA")) and the New Jersey Department of Transportation, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");

WITNESSETH

WHEREAS, the Congress of the United States has enacted various Transportation Authorization Bills to provide federal funding for transportation programs ("federal-aid funds"). These transportation programs including, but are not limited to, the National Highway Performance Program ("NHPP"), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program; and

WHEREAS, the Legislature of the State of New Jersey has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as Subrecipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal-aid funds will be made available for a specific program project, the Subrecipient and State are required to enter into an agreement to establish terms and conditions applicable to the Subrecipient when receiving federal-aid funds for a designated project facility and to the subsequent operation and maintenance of that completed facility.

WHEREAS, the Subrecipient proposes to be the Sponsor LPA of a project eligible for funding (the "Project") pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



WHEREAS, the State may award Subrecipient funds to finance the Project ("Project Fund") pursuant to the applicable federal and state law; and

WHEREAS, Subrecipient and the State desire to specify the conditions applicable to the financing of the costs of the Project ("Project Costs") out of the Project Fund and the obligations of the Subrecipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the Subrecipient and the State hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms are defined in the manner indicated below:

- 1.1 Local Public Agency ("LPA"): The contracting agency that is the subrecipient of Federal-aid funds administered through the NJDOT.
- 1.2 FHWA: Federal Highway Administration.
- 1.3 USDOT: United States Department of Transportation
- 1.4 Useful Life of the Project: the period of time assigned to the project for purposes of determining a repayment schedule or reimbursement in the event of default.
- 1.5 Responsible Charge: A full time public employee of the Subrecipient, who is not a consultant, and is responsible for the Project.
- 1.6 Construction Engineering: construction related design services including review of contractor's working drawings, responding to contractor questions regarding design, and reviewing design changes.
- 1.7 Construction Inspection: Subrecipient is responsible for ensuring that the project is being inspected on a full time basis throughout construction of the project. Federally funded construction projects must be built and inspected in accordance to the pertinent federal and state requirements and contract documents.
- 1.8 Standard Specifications: the NJDOT Standard Specifications for Road and Bridge Construction, including all Baseline Document Change ("BDC") Announcements. The Standard Specifications are incorporated into this Agreement by reference. The Subrecipient shall follow, and cause and ensure all contractors and consultants follow, all applicable provisions of the Standard Specifications.
- 1.9 Period of Performance: the period of time during which the Subrecipient is to complete the activities described herein and to incur and expend approved funds.

2. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and a detailed Cost Estimate are attached to this Agreement.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



3. Agreement Contract Terms

- 3.1 The State hereby awards a grant of federal-aid funds, available on a reimbursement basis, in the amount of \$ \$1,994,971.04 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.
- 3.2 The Period of Performance for this award begins on the date of this Agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 of this Agreement or until, based on inactivity as defined in Section 7.5.2 of this Agreement. The Project shall be completed by 7/14/2028, unless either terminated or extended by written authorization of the State. The Subrecipient shall not charge to the Project Fund costs that are incurred prior to and/or after the Period of Performance unless prior written consent is received from the State and the FHWA. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.
- 3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- 3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of its obligations under this Agreement if any of the following occurs:
- 3.3.1.1 The Subrecipient fails to begin expenditure of award funds;
- 3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 of this Agreement even if it is beyond the reasonable control of the Subrecipient.
- 3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient's claim for compensation.
- 3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.
- 3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.
- 3.3.3 This Agreement terminates on Project Closeout.
- 3.4 Fund Liquidation, Adjustment, and Cancellation.

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- 3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in Section 3.2 of this Agreement.
- 3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343–.345.
- 3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.
- 3.6 The Subrecipient shall not proceed with any work on the Project (“Project Work”) for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the NJDOT and the FHWA except as provided in Section 3.3 of this Agreement.
- 3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including but not limited to the Standard Specifications.
- 3.8 Subrecipient shall solicit proposals for all Project Work in accordance with the Brooks Act of 1972 (40 U.S.C. Ch. 11), 2 C.F.R. §§ 200.317-.327, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non-Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award."

4. Plans and Specifications

- 4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design

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of traffic barriers and drainage systems shall conform to the NJDOT and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, the Subrecipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

4.2 Approval for the Design Exception shall be based upon Division of Local Aid and Economic Development Policy Number 005.00 as follows:

4.2.1 All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

4.2.2 Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the FHWA.

4.2.3 The above applies regardless of funding source. The State shall notify Subrecipient when the Project is acceptable for bidding.

4.3 For reimbursement of allowable costs, Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 to -22, the NJDOT Right of Way Acquisition Manual and the Standard Specifications.

5.1.2 Subrecipient shall be responsible for preparing all maps and other documents required by the NJDOT Right of Way Acquisition Manual and Right of Way Engineering Manual.

5.1.3 Eligible costs for Right of Way acquisition projects shall include:

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- 5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
- 5.1.3.2 Associated direct costs of acquisition pursuant to 23 C.F.R. § 710.203, including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages.
- 5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 Design Projects

- 5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.
- 5.2.2 Subrecipient covenants that design work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.
 - 5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:
 - 5.2.2.1.1 Transportation projects other than roads and bridges,
 - 5.2.2.1.2 Projects that intersect State highways,
 - 5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or
 - 5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.
- 5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement.
- 5.2.4 The Subrecipient shall not proceed with any design work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

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- 5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.
- 5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved.
- 5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 49 C.F.R. Part 27, and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed.
- 5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.

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5.3 Construction Projects

- 5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.
- 5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.
- 5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.
- 5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.
- 5.3.5 Subrecipient shall solicit bids for Project Work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. The Subrecipient shall comply with, and cause all bidders to comply with, the applicable Civil Rights and bidding provisions of the Standard Specifications, including, but not limited to, Sections 102.13.01 and 105.02.05. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:
 - 5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and
 - 5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.
 - 5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.
- 5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the

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name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

- 5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.
- 5.3.10 Foreign Materials And Equipment. Subrecipient agrees that it will comply and cause its contractor to comply with the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("Buy America"), Pub. L. No. 117-58, §§ 70901-52 and implementing regulations, and § 106.03.2 of the current version the NJDOT Standard Specifications, which sets forth the federal requirements for the use of foreign materials and equipment on Federal-aid projects.
- 5.3.11 Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 49 C.F.R. Part 27 and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed. Failure to comply may result in the loss of projects funds.
- 5.3.12 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C. § 1352 prior to execution of any agreement in order to remain eligible for federal-aid funds.
- 5.3.13 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the

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Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.

- 5.3.14 The Subrecipient must designate a person in Responsible Charge who is a full time employee of the agency as per 23 C.F.R. § 635.105. The person in "Responsible Charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services. This person may share duties, but is expected to be able to perform the following duties and functions:
- 5.3.15 Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- 5.3.16 Maintains familiarity of day to day project operations, including project safety issues;
- 5.3.17 Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- 5.3.18 Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the project;
- 5.3.19 Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and;
- 5.3.20 Directs Project staff, agency or consultant, to carry out Project Administration and Contract Oversight, including proper documentation.
- 5.3.21 Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the Project.
- 5.3.22 In addition to adhering to the requirements specifically set forth in this Agreement, Subrecipient agrees that it will cause its contractor to comply with the USDOT/FHWA's official Disadvantaged Business Enterprises (DBE) Program Guidance, including that all contract bidders/offerors submit DBE subcontractor information and/or good faith efforts, either at the time of bid (responsiveness) or within 5 days of bid (responsibility). Guidance with regard to the DBE program can be found on the USDOT and FHWA Civil Rights' websites.

6. Insurance

- 6.1 Subrecipient shall maintain or cause to be maintained:

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- 6.1.1 General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
- 6.1.2 Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00.
- 6.1.3 Workers Compensation Insurance in the amount required by law.
- 6.2 A copy of each insurance policy shall be made available to the State upon request.
- 6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.
- 6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

7. Disbursement of Project Fund

- 7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.
- 7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate are eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.
- 7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

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- 7.4 The final eligible costs incurred by the Subrecipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State's sole discretion.

7.5 Payment Vouchers

- 7.5.1 Subrecipient shall prepare and submit payment vouchers for payment for approval by the State within three (3) months of initial billing by the contractor or design consultant, or six (6) months from award, whichever is first. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly.
- 7.5.2 If Subrecipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed "inactive" and, as a result, Project funds may be withdrawn by the State. The Project may also be determined inactive, at the discretion of the State, for the following reasons: failure to provide billing for eligible costs within 12 months from the initial authorization or a preceding bill, the failure to perform Project Work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the Project status and remaining Project Work to be performed. The payment vouchers shall state, with proper documentation, the amounts due to the Subrecipient for actual, eligible costs incurred in connection with the Project. The Subrecipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.
- 7.5.3 The parties agree that the State has sole discretion to modify the initial Agreement amount to reflect the actual, eligible costs for the Project Work at the time of the award concurrence.
- 7.5.4 Progress Reports will accompany all payment vouchers and shall include:
- 7.5.4.1 A narrative description of Project Work performed during the payment period and any difficulties or delays encountered;
 - 7.5.4.2 A comparison of actual accomplishments to the goals established for the payment period;
 - 7.5.4.3 A comparison, by tasks, of costs incurred with amounts budgeted, and;
 - 7.5.4.4 A comparison, by task, of Project Work performed compared to the schedule, including a percentage of the total Project work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

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7.5.4.5 Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.

7.5.5 The State shall review and verify such payment vouchers for payment and remunerate the Subrecipient for direct and indirect costs incurred up to a maximum Project approved budget for satisfactorily completing the Project.

7.6 Partial Payments

7.6.1 The State shall make partial payments to the Subrecipient toward the actual, eligible costs for the Project Work upon the receipt of properly drawn payment voucher for a percentage of Project Work completed during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Subrecipient concerning the percentage of Project Work completed during any given period, that dispute shall be resolved in accordance with Section 22.3 of this Agreement.

7.6.2 Subrecipient may submit payment vouchers totaling up the amount equivalent to full payment for Project Work completed within the billing time period. Full payment will be made less non participating costs and or mathematical errors; up to 90% of the budget amount authorized. The remaining 10% will be withheld, until such time the project has been deemed satisfactorily complete. At the sole discretion of the NJDOT, projects with high dollar values may receive a portion of the 10% withholding, provided the Subrecipient has not had any documented problems with the oversight and delivery of a project.

7.6.3 If the Subrecipient was found to be in good standing and compliance with the terms this Agreement, the Subrecipient can request compensation of a portion of the funds that were held as per Section 7.6.2 of this Agreement after a satisfactory final inspection by NJDOT and prior to the submittal of the final Payment voucher. Good standing can be defined as maintaining eligibility assessment, invoicing at a minimum of a quarterly basis, and receiving satisfactory reviews with regard to compliance with construction oversight inspections. This payment request will be accepted and processed at the sole discretion of the NJDOT.

7.7 Consultants and Contractors

7.7.1 The Subrecipient shall remain responsible for satisfactory performance of all Project Work.

7.7.2 All Project Work performed by consultant, contractors and subcontractors on the Project shall be treated as being performed by the Subrecipient.

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- 7.7.3 Subrecipient will be paid the actual, eligible costs for the Project Work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the Project Work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted Project Work completed as shown in the Subrecipient's monthly progress reports.
- 7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 of this Agreement by placing equivalent provisions in their contracts.
- 7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the 23 C.F.R. § 635.116 and the Standard Specifications, including, but not limited to, § 108.01.

8. Conflict of Interest

- 8.1 All FHWA Federal Aid Highway Program (FAHP) funds provided for locally administered projects must pass through NJDOT pursuant to 23 C.F.R §172.5. NJDOT, as the grant recipient, is responsible for ensuring the Subrecipient complies with federal requirements. This includes ensuring sufficient controls are in place to protect the public's interest against fraud, waste, and abuse of taxpayer resources.
- 8.2 Federal requirements and FHWA policies do not expressly prohibit the use of the same consulting firm for design and construction inspection services on the same project. However, the use of the same firm for design and inspection may present potential conflicts of interest that provide opportunities that benefit the consulting engineering firm and not the Subrecipient. A consulting firm performing construction inspection services for the same Federal-aid project that the firm also designed provides the firm an opportunity to influence or affect decisions on scope changes; design changes; construction revisions; contract change orders; and related issues. A firm may have a vested financial interest in failing to disclose deficiencies in its design work during construction, such as minimizing or ignoring design errors and omissions rather than serving the best interest of the public. Using a different firm for construction inspection provides an additional level of review and reduces the risk for potential conflicts of interest. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the Subrecipient must establish appropriate compensating controls in the form of policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services as specified in 23 CFR 172.7(b)(4).

9. Liquidated Damages

- 9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the

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contractor's failure to complete Project Work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient's estimated costs incurred as well as Road User Costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

- 9.2 Contract time extensions will only be granted for excusable delays specified in the Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs in accordance with the Standard Specifications.

10. Audit Requirements

- 10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB "Supercircular" 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, "Contracts with Commercial Organizations." The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

- 10.2 The State, or its agents, shall be entitled to perform an audit at the following times:

10.2.1 At any time during the performance of Project Work set forth in this Agreement.

10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.

10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:

10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The

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terms of this Section shall survive the expiration or termination of the Agreement.

10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

10.3 The Subrecipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Subrecipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from Project Work done or services performed under this Agreement.”

10.4 Payment to the Subrecipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Subrecipient to underpayments based upon adjustments disclosed by said audits.

11. Inspection

Subrecipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all Project Work completed or in progress, labor performed and materials furnished in connection with the Project as well as Subrecipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Subrecipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Subrecipient for a period of three (3) years after final payment is received from the State.

12. Indemnification

Subrecipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Subrecipient prompt notice thereof. If Subrecipient shall be required to defend in any action or proceeding pursuant to this Section to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Subrecipient in respect to the claim or matter in question.

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13. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Subrecipient or the State with respect to any of the covenants or conditions of this Agreement.

14. Equal Opportunity

14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

14.2 During the performance of this Agreement, the Subrecipient agrees that it will cause its contractor to comply with the following:

14.2.1 The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;

14.2.2 The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.2.4 In the hiring of persons for the performance of Project Work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired

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under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the Project Work to which the employment relates;

- 14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of Project Work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- 14.2.6 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- 14.2.7 This contract may be canceled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this Section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this Section of the contract.
- 14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 of this Agreement may be obtained at the preconstruction conference.

15. Nondiscrimination

Subrecipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Subrecipient agrees that:

- 15.1 It will insert the nondiscrimination notice required by the USDOT Standard Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for Project Work or material, and, in adapted form, in all proposals for negotiated agreements.
- 15.2 It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by the Subrecipient with other parties.
- 15.3 It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

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**16. Disadvantaged Business Enterprises**

Subrecipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Subrecipient and any contractor:

- 16.1 It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); and the Transportation Equity Act for the 21st Century (TEA-21), shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal-aid funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R., § 26(A), (C), and (F) apply to this Agreement.
- 16.2 The Subrecipient and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 C.F.R. § 26(A); and in the ISTEA and the TEA-21, have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid funds provided under this Agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

17. No Oral Modifications

- 17.1 This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 17.2 The Subrecipient shall request State approval for any task or line item budget revision deemed necessary to carry out the Project. The Subrecipient shall submit the request in writing to the State. The State shall provide written authorization to the Subrecipient if the request is by the State and the applicable funding agency.

18. Notices and Demands

- 18.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.
- 18.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

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**New Jersey Department of Transportation
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If to the State:

Deval Desai, Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Division of Local Aid and Economic Development, serving the area of the Subrecipient:

District 1 - ☐ |
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 810-9120
Fax: (973) 601-6709
Morris, Passaic,
Sussex and Warren

District 2 - ☐ |
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: 862-350-5730
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

District 3 - ☐ |
1035 Parkway Avenue
Trenton, NJ 08625
Phone: (609) 963-2020
Fax (609) 530-8044
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4 - ☒ |
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 414-8414
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester and Salem

If to Subrecipient:

**David Maillet
Department of Engineering
640 E. Wood Street
Vineland, NJ 08362-1508**

This Section does not apply to legal notices required by law or Court Rules.

19. Partial Invalidity

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To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

20. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

21. Subject to FHWA Regulations

Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

22. Entire Agreement; Counterparts; Disputes

- 22.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.
- 22.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.
- 22.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the Project Work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

23. Choice of Law

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

24. Resolution

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



The Subrecipient shall supply the necessary resolution authorizing the Subrecipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

25. **APPENDIX A** - Non Discrimination - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.
26. **APPENDIX B** - Certification of Subrecipient is attached hereto and made a part of this Agreement.
27. **APPENDIX C** - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
28. **APPENDIX D** - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
29. **APPENDIX E** - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.
30. **APPENDIX F** - Americans with Disabilities Act is attached hereto and made part of this Agreement.
31. **APPENDIX G** - Project Scope of Work is attached hereto and made a part of this Agreement.
32. **APPENDIX H** - Project Cost Estimate is attached hereto and made a part of this Agreement.

October 2024

**New Jersey Department of Transportation
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Federal Aid Cost Reimbursement Agreement**



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Park Avenue, Phase 2

Municipality: City of Vineland

County: Cumberland

Agreement Number: 2025-DT-BLA-931

Federal Project Number: 0540308

ATTEST/WITNESSED/AFFIX SEAL:

SUBRECIPIENT(LPA)

Name: Richard G. Franchetta Date
Title City Clerk

By: _____
Name: Anthony R. Fanucci Date
Title Mayor

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF

TRANSPORTATION

Anika James Date
Department Secretary, New Jersey
Department of Transportation

By: _____
Deval Desai Date
Director, Division of Local Aid &
Economic Development

October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



[DAG E-Signature Page to be Inserted Once Signed]

**New Jersey Department of Transportation
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**APPENDIX A****NONDISCRIMINATION**

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the SUBRECIPIENT, agrees as follows:

1. Compliance with Regulations: The SUBRECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23 C.F.R. § 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The SUBRECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
6. (a) Withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies, and/or
7. (b) Cancellation, termination, or suspension of the contract, in whole or in part.

**New Jersey Department of Transportation
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8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 26 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
11. **Incorporation of Provisions:** The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**New Jersey Department of Transportation
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APPENDIX B

CERTIFICATION OF SUBRECIPIENT

In executing the Agreement the SUBRECIPIENT'S signatory certifies on behalf of the SUBRECIPIENT that neither he, nor any other officer, agent or employee of the SUBRECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the SUBRECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.



APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This Section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

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Division of Local Aid and Economic Development
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APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I, Anthony R. Fanucci, Mayor hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

SUBRECIPIENT

Name/Title Richard G. Franchetta
City Clerk

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Name/Title Anthony R. Fanucci
Mayor

Date: _____



APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The SUBRECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the SUBRECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the SUBRECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the SUBRECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The SUBRECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The SUBRECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the SUBRECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUBRECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the SUBRECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the SUBRECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the SUBRECIPIENT pursuant to this contract will not relieve the SUBRECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the SUBRECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the SUBRECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the SUBRECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the SUBRECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Appendix G Scope of Work

Project: Park Avenue, Phase 2
Location: NW Boulevard to West Avenue
Municipality: Vineland, **County:** Cumberland
Federal Project No. 0540308
NJDOT Job No. 6014456
SAGE: FAP No. FAP-2025-Vineland City-00012

The roadway is to be milled to a variable depth of 4-6 inches and resurfaced with Hot Mix Asphalt. The road width will remain, however, the striping on the travel lanes will be reduced from 12' lanes to 11' lanes with an added 2' shoulder on each side. There will be new concrete curbing throughout the limits of the project. 18" wide concrete gutter will be proposed in areas where the road profile falls below 0.5% slope to ensure positive flow. All concrete sidewalks will be replaced with 6' wide concrete sidewalk. All new sidewalk will be 4" thick Class B concrete. Sidewalk within driveway locations will be 6" thick Class B concrete with welded wire mesh reinforcement. New 6' wide concrete sidewalk is proposed on the north side of Park Avenue, between 2nd and 4th Street, where currently none exist. This is an effort to complete the sidewalk networks in this area. One tree will need to be removed in order to make room for the sidewalk. All new sidewalk and areas where sidewalk is widened will total between 6,000 and 7,000 SF in added impervious. This will not exceed thresholds for added stormwater improvements. All driveways will be replaced with concrete drive aprons. Base repair will be addressed as needed. Drainage improvements include replacement of all headers and grates with eco-friendly heads and bicycle safe grates. All pedestrian crosswalks will be upgraded with ADA compliant ramps and high visibility crosswalk striping. One fire hydrant and one utility pole will need to be relocated to incorporate the improved crosswalks. New and updated signage and striping with RPM's is also proposed.



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING PAYMENT TO SIEMENS ENERGY, HOUSTON, TX, FOR SIEMENS PARTS AND SERVICES FOR UNIT 11 AND CLAYVILLE GENERATING STATIONS IN ACCORDANCE WITH A LONG TERM SERVICE AGREEMENT.

WHEREAS, the City of Vineland has entered into a Long Term Service Agreement with Siemens Energy, Inc., Houston, TX, for Siemens Parts and Services for Unit 11 & Clayville Generating Stations; and

WHEREAS, the services to be provided are proprietary in nature and are in furtherance of a Long Term Service Agreement and therefore are exempt from public bidding in accordance with N.J.S.A. 40A:11-5 et seq.; and

WHEREAS, Siemens has provided quotations for Siemens Parts and Services for Unit 11 and Clayville Generating Stations in accordance with the proposals attached hereto and made a part hereof, in the amount of \$338,237.59; and

WHEREAS, the Director of Vineland Municipal Utilities is requesting authorization for Siemens Expenses as attached hereto in accordance with the Long Term Maintenance Agreement; and

WHEREAS, the availability of funds for payment to Siemens in accordance with the Contract have been certified by the Chief Financial Officer.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that payment in the amount of \$338,237.59 shall be made in accordance with the Long Term Service Agreement.

Adopted:

President of Council

ATTEST:

City Clerk



**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS UNDER
40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

1. GOODS OR SERVICES (DETAILED DESCRIPTION): Siemens Parts & Service for Unit 11 & Clayville
Generating Stations provisioned under the Long Term Service Agreement
2. TYPE: ☒ RFP ☐ RFQ NUMBER: N/A

☒ NON-FAIR & OPEN (PAY TO PLAY DOUCMENTS REQUIRED)
☐ FAIR & OPEN: HOW WAS RFP ADVERTISED? _____
3. AMOUNT TO BE AWARDED: \$338,237.59
☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. BUDGETED ITEM: ☒ YES ☐ NO ACCOUNT NUMBER: 5-05-55-502-9001-53353
5. CAPITAL ORDINANCE: ☐ YES ☒ NO ORDINANCE NUMBER: _____
6. TRACKING ID(S): E553X & E553C COMMODITY CODE(S): 941
7. CONTRACT PERIOD (IF APPLICABLE): Budget Year 2025
8. DATE TO BE AWARDED: 9/9/2025
9. RECOMMENDED VENDOR NAME AND ADDRESS: Siemens Energy Inc. 1200 West Sam Houston
Parkway North, Houston TX 77043
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDE ADDITIONAL INFORMATION FOR COUNCIL):
*please see attached cost breakdown for Siemens parts & service provisioned
under the current Long Term Service Agreement
Charges to be split as follows: E553X - \$284,374.94 / E553C - \$53,862.65
11. EVALUATION PERFORMED BY: Steve August, Assistant Superintendent Generation, x4241
(NAME, TITLE AND EXTENSION NUMBER)
12. APPROVED BY: Dennis Koons Allison August
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR) (FINANCE)
13. ATTACHMENTS: ☒ AWARDDING PROPOSAL ☐ OTHER: Cost Breakdown

COPY TO:
PurchasingOffice@vinelandcity.org

Fall 2025 Siemens Expenses revised 8/8/2025

Quote #	Amount	Description
VMEU_059_r2	\$ 19,362.00	Gas Conditioning Skid Filter
VMEU_060_r1	\$ 31,510.00	Environex SCR & CO Evaluation
per LTSA	\$ 53,862.65	Clayville A -1 Inspection
per LTSA	\$ 153,162.94	Unit 11 A Class Inspection
VMEU_062_r1	\$ 80,340.00	Fall 2025 Extra Work
TOTAL	\$ 338,237.59	

Unit 11:	\$ 284,374.94
-----------------	----------------------

Clayville:	\$ 53,862.65
-------------------	---------------------

Quotation Number:

VMEU_059_r2



Vineland Municipal Electric Utility
415 N. West Avenue
Vineland, NJ 08360
(856) 794-4000

SIEMENS ENERGY CONTACT:
Viktor De Leon
1202 W. Sam Houston
Houston, TX 77043
Cell: +1-317-294-7091

THIS QUOTE IS VALID TO: 20 Jun 2025 unless withdrawn

All delivery terms as per LTP Contract

CUSTOMER REFERENCE NUMBER(S): M.A442

Payment Terms: Payment due in 30 days
from invoice date

To whom it may concern:

Here is our quotation in response to your inquiry / order detailed below. Please use the quotation number shown at the top of this document in any future correspondence.

Item No.	Description	Qty	UoM	Indufil Reference P/N and Lead Time	Unit Price	Total (USD)
1	INR-S-00860-D-UPG-ED Filter Elements	3	EA	87472008 LT: 8-10 weeks	\$ 5,830.59	\$ 17,491.78
1	O-Ring, 219.33mm x 5.7mm Fluorocarbon	2	EA	87461640 LT: 8-10 weeks	\$ 808.61	\$ 1,617.22
1	Back-Up Ring, D234.5xD225.5x1.5 (801)	2	EA	87472055 LT: 8-10 weeks	\$ 126.50	\$ 253.00
TOTAL PRICE						\$ 19,362.00

Note:

1. Siemens Energy reserves the right to adjust the selling price on the basis of a change in the invoice of the OEM.
2. Original Equipment Manufacturer warranty applies.
3. Quotation includes shipping and handling of parts to customer site.

Unrestricted DATED 5/20/2025

Registered Office: 1202 W Sam Houston Pkwy North, Houston, TX, 77043, USA

1

Quotation Number:

VMEU_060_r1

CUSTOMER

Vineland Municipal Electric Utility
211 N. West Avenue
Vineland, NJ 08360
(856) 794-4000

SIEMENS ENERGY CONTACT:

Viktor De Leon
1202 W. Sam Houston
Houston, TX 77043
Cell: +1 317-294-7091

SIEMENS
energy

THIS QUOTE IS VALID TO: 1 May 2025 Unless Previously Withdrawn

All delivery terms as per LTP Contract

CUSTOMER REFERENCE NUMBER(S): M.A442

Payment Terms: Payment due in 30 days
from invoice date

To whom it may concern:

Here is our quotation in response to your inquiry regarding Environex performing SCR and CO System Evaluation on Howard Down Unit 11
Please use the quotation number shown at the top of this document in any future correspondence.

Item No.	Description	Qty	Unit Price	Total (USD)
1	SCR / CO System Evaluation on Howard Down Unit 11 - Spring 2025 Outage - SCR/CO system inspection and catalyst sampling by an Environex engineer. - SCR Catalyst Testing (Activity, Surface Area, Chemical Analysis) - Operating Data Analysis - System Assessment Report - CO Catalyst Testing	1	\$ 29,210.00	\$ 29,210.00
2	Travel Expenses (Estimate)	1	\$ 2,300.00	\$ 2,300.00
TOTAL PRICE				\$ 31,510.00

Notes:

- Prices are ESTIMATES only and are based on the requirements and scope outlined above. Project deviations will be treated as a chargeable change variance.
- Final invoice will be based on third party's total invoiced cost + 15%.

DATED 4/1/2025

Registered Office: 1202 W Sam Houston Pkwy North, Houston, TX, 77043, USA

1

2025 Contract Year - Escalation Data		
$P_n = P_o \times (0.35(I_n/I_o)+0.65(mn/mo)) \times (1 + (0.005 \times (Y_n - Y_o)))$		
1) Contract Start Baseline		
DESCRIPTION	UNIT OF MEASURE	Po =April 2021 (USD) Contract Values
Annual Maintenance	Each annually	\$544,718
A1 Class Inspection	Per Event	\$41,837
A Class Inspection	Per Event	\$118,967
Lease Engine Usage Fee	Weekly	\$36,515
2) CPI Values (Indices)		
CPI Categories	CPI Values	Calculated Values
Io December 2020 (PCU333611333611)	230.9	0.420265266
In March 2025 (PCU333611333611)	277.255	
mo December 2020 (MM22)	116.5	0.84193133
mn Jan 2025 (MM22)	150.9	
Sum of the indices Calculated Values	1.26219660	
Yn current Year	2025	1.02
Yo (maintenance contract signed)	2021	
Total of the Calculated Values	1.28744053	
3) New Contract Values 2025		
DESCRIPTION	UNIT OF MEASURE	New Contract Values Pn = 2025 Contract Year
Annual Maintenance	Each annually	\$701,292.03
A1 Class Inspection	Per Event	\$53,862.65
A Class Inspection	Per Event	\$153,162.94
Lease Engine Usage Fee	Weekly	\$47,010.89

*Jan Rate, MM22 index is currently being evaluated and will be updated at a later date.

2024 Values	Change	%	
\$682,818.55	\$18,473.48	2.7%	\$ 175,323.01
\$52,443.80	\$1,418.85	2.7%	
\$149,128.31	\$4,034.63	2.7%	
\$45,772.53	\$1,238.36	2.7%	



Siemens Energy Inc.
1202 West Sam Houston Pky N.
Houston, TX, 77043
Telephone: +1 713-346-1669
Fax: +1 713-346-1799

Quotation Number**VMEU_062_r1**

Please refer to this number on all correspondence or other communications.

Customer Information

Steve August
Vineland Municipal Electric Utility
211 N. West Ave
Vineland, NJ
(609) 784-2678

Siemens Energy LTP Project Manager**Name:** Viktor De Leon**Mobile:** 317-294-7091**E-Mail:** viktor.deleon@siemens-energy.com**Quote Information****Effective:** 1-Aug-25**Expires:** 30-Sep-25**Time OnSite Days:**
Frame: - Nov 20 to Nov 23**No. & Type of**
Reps:**3****Field Service Representative**

Work Fall 2025 - Extra Work
Scope: 1. PAPS Valve Installation

Quotation Detail**Labor**

Line No.	Item/Description	Total No. Of Reps		Total Price \$
10	Regular Time	3		\$17,280.00
20	Over Time	3		\$32,400.00
30	Premium Time	3		\$25,920.00
40				
50				

Expenses

Line No.	Item/Description	Total No. Of Reps		Total Price \$
60	Round Trip Airfare	0		\$0.00
70	Fixed Expenses (Accommodation, Per Diem, Transportation)	3		\$4,740.00
80	Tooling	0		\$0.00
90				
100				
110				
120				

*This estimate is for budgetary purposes only. The final invoice will reflect the actual hours worked or traveled and the expenses per attached ratesheet.

Total Estimated Cost:**\$80,340.00**

[illegible]



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1 TO CONTRACT NO. C24-0143, PURCHASE ORDER NO. 24-07419, ISSUED TO DAN SWAYZE & SON, INC.

WHEREAS, the City Council of the City of Vineland, on November 26, 2024, adopted Resolution No. 2024-541, entitled “A RESOLUTION AWARDING A CONTRACT TO DAN SWAYZE & SON, INC., SCOTCH PLAINS, NJ FOR 2024 CITYWIDE LINSTRIPING, IN THE AMOUNT OF \$69,810.90.”; and

WHEREAS, N.J.A.C. 5:30-11.1, et seq., sets forth the requirements for the processing of change orders; and

WHEREAS, a reduction change order has been requested for contract awarded to Dan Swayze & Son, Inc., Scotch Plains, NJ for 2024 Citywide Linstripping, as authorized by Resolution No. 2024-541; said change will provide for a reduction in the overall cost due to the manufacturing company discontinued the panel fabric, resulting in a switch to a different material; and

WHEREAS, the City of Vineland desires to comply with said requirements of N.J.A.C. 5:30-11.1, et seq., and to that end herewith files with the governing body a report stating the facts involved and indicating that the proposed change order may be allowed under these regulations; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order to Contract No. C24-0143, Purchase Order No. 24-07419, issued to Dan Swayze & Son, Inc., Scotch Plains, NJ, to reflect a reduction of the contract amount by \$3,822.38, be and the same is hereby ratified and approved.

Adopted:

President of Council

ATTEST:

City Clerk



September 2, 2025

REPORT

TO: THE MAYOR AND COUNCIL

RE: Amendatory Supplemental **Negative** Change Order No. 1
Contract No. C24-0143, Purchase Order No. 24-07419
2024 CITYWIDE LINSTRIPING
Dan Swayze & Son, Inc., Scotch Plains, NJ

Dear Mayor and Members of Council:

We are requesting that an amendatory supplemental change order be issued for Contract No. C24-0143, Purchase Order No. 24-07419, to Dan Swayze & Son, Inc., Scotch Plains, NJ, in the decreased amount of **\$3,822.38**, for 2024 Citywide Linestriping, authorized by Resolution No. 2024-541.

The change order requested represents the final as-built quantities resulting in a decrease in the amount by **\$3,822.38** decreasing the original contract amount from \$69,810.90 to \$65,988.52

The amendatory supplemental change order for which authorization is herein requested may be authorized in accordance with N.J.A.C. 5:30-11.1 et seq.

Respectfully submitted,

Robert E. Dickenson, Jr.
Business Administrator

RD/rl
Encl.



**REQUEST FOR CHANGE ORDER FOR
CONTRACTS**

PROJECT NAME: 2024 Citywide Linestriping
CONTACT NAME: Stephanie Wakeley DEPARTMENT: Engineering
CHANGE ORDER REQUEST NUMBER: 1 CONTRACT NUMBER: C24-0143
PO NUMBER: 24-07419

NAME AND ADDRESS OF CONTRACTOR: Dan Swayze & Son, Inc.
2351 Waldheim Avenue, Scotch Plains, NJ 07076

REASON FOR CHANGE ORDER (DOCUMENTATION MUST BE SUBMITTED TO SUPPORT THIS REQUEST.
USE ADDITIONAL PAGES IF NECESSARY):
Final change order to adjust to as-built quantities
See attached change order summary.

ORIGINAL CONTRACT AMOUNT:	\$ <u>69,810.90</u>
AMOUNT OF THIS CHANGE ORDER REQUEST:	\$ <u>-3,822.38</u>
PREVIOUS CHANGE ORDER AMOUNTS:	\$ <u>0.00</u>
TOTAL REVISED CONTRACT AMOUNT:	\$ <u>65,988.52</u>

ACCOUNT NUMBER FOR CHANGE ORDER: C-04-00-000-2420-78001

TRACKING ID(S): _____ COMMODITY CODE(S): 925

APPROVED BY: David J. Maillet, City Engineer

(PRINT NAME)

David J. Maillet

(SIGNATURE)

PLEASE NOTE: CHANGE ORDERS CANNOT EXCEED 20% OF THE ORIGINAL CONTRACT AMOUNT

COPY TO:
PurchasingOffice@vinelandcity.org

Golanda Hill

8-11-25

h

August 7, 2025

MEMORANDUM TO: Bob Dickenson, Business Administrator

RE: 2024 Citywide Linestriping
Various Locations
Change Order #1 - FINAL
Engineering File#: 24-002
CT #: C24-0143

Attached is a Negative (-) change order for -\$3,822.38 (-5.48%). This is change order #1 for the project. This is the final change order for the project.

The original contract amount for this project is \$69,810.90. Change Order No. 1 decreases the total contract amount to \$65,988.52.

Change order is to adjust current as-built quantities.

If you have any questions or comments, please feel free to contact me at any time at extension 4091.

Sincerely,



Stephanie Wakeley, E.I.T.
Assistant Engineer, Traffic

cc: David J. Maillet, City Engineer
Jim Neher, Director of Public Works
Susan Baldosaro, C.F.O.
Jeanine Meneghetti, Purchasing Agent



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

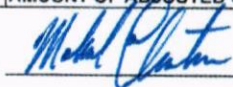


CONTRACT: 2024 CITYWIDE LINESTRIPING, CONTRACT # C21-0143
P.O.#: 24-07419
CONTRACTOR: DAN SWAYZE & SON, INC.
2351 WALDHEIM AVENUE
SCOTCH PLAINS, NJ 07076

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNITS	QUANTITY ADJUSTMENT	ADJUSTED QUANTITY	CONTRACT UNIT PRICE	ADJUSTED UNIT PRICE	CONTRACT AMOUNT	FINAL AMOUNT	AMOUNT OF CHANGE
1.1	TRAFFIC CONTROL	1	LS	0.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
1.2	POLICE TRAFFIC CONTROL	15	HOUR	-15.00	0.00	\$ 114.16	\$ 114.16	\$ 1,712.40	\$ -	\$ (1,712.40)
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	40,500	LF	962.00	41,462.00	\$ 0.38	\$ 0.38	\$ 15,390.00	\$ 15,755.56	\$ 365.56
13.1.3	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 6" WHITE	40,600	LF	-15017.00	25,583.00	\$ 0.52	\$ 0.52	\$ 21,112.00	\$ 13,303.16	\$ (7,808.84)
13.1.5	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 8" WHITE	650	LF	-650.00	0.00	\$ 0.75	\$ 0.75	\$ 487.50	\$ -	\$ (487.50)
13.2.1	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 4" WHITE	1,800	LF	1610.00	3,410.00	\$ 0.80	\$ 0.80	\$ 1,440.00	\$ 2,728.00	\$ 1,288.00
13.2.2	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 4" YELLOW	2,800	LF	922.00	3,722.00	\$ 0.80	\$ 0.80	\$ 2,240.00	\$ 2,977.60	\$ 737.60
13.2.3	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 6" WHITE	1,000	LF	1137.00	2,137.00	\$ 1.20	\$ 1.20	\$ 1,200.00	\$ 2,564.40	\$ 1,364.40
13.2.5	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 12" WHITE	220	LF	32.00	252.00	\$ 2.25	\$ 2.25	\$ 495.00	\$ 567.00	\$ 72.00
13.2.6	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE	2,270	LF	-246.00	2,024.00	\$ 4.20	\$ 4.20	\$ 9,534.00	\$ 8,500.80	\$ (1,033.20)
13.2.8	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 4" BLUE	700	LF	132.00	832.00	\$ 1.00	\$ 1.00	\$ 700.00	\$ 832.00	\$ 132.00
13.3.1	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, LEFT ARROW, WHITE	3	UNIT	0.00	3.00	\$ 105.00	\$ 105.00	\$ 315.00	\$ 315.00	\$ -
13.3.2	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, RIGHT ARROW, WHITE	14	UNIT	0.00	14.00	\$ 105.00	\$ 105.00	\$ 1,470.00	\$ 1,470.00	\$ -

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNITS	QUANTITY ADJUSTMENT	ADJUSTED QUANTITY	CONTRACT UNIT PRICE	ADJUSTED UNIT PRICE	CONTRACT AMOUNT	FINAL AMOUNT	AMOUNT OF CHANGE
13.3.3	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, STRAIGHT ARROW, WHITE	6	UNIT	2.00	8.00	\$ 105.00	\$ 105.00	\$ 630.00	\$ 840.00	\$ 210.00
13.3.5	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, "ONLY" LEGEND, WHITE	17	UNIT	0.00	17.00	\$ 105.00	\$ 105.00	\$ 1,785.00	\$ 1,785.00	\$ -
13.3.6	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, "RXR" SYMBOL, WHITE	1	UNIT	0.00	1.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ -
13.3.8	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, "STOP AHEAD" LEGEND, WHITE	5	UNIT	1.00	6.00	\$ 225.00	\$ 225.00	\$ 1,125.00	\$ 1,350.00	\$ 225.00
13.3.11	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC, "SHARP CURVE AHEAD" LEGEND, WHITE	2	UNIT	0.00	2.00	\$ 350.00	\$ 350.00	\$ 700.00	\$ 700.00	\$ -
13.6.1	TRAFFIC MARKINGS, PAINT, HANDICAP SYMBOL, HANDICAP BLUE	7	UNIT	1.00	8.00	\$ 75.00	\$ 75.00	\$ 525.00	\$ 600.00	\$ 75.00
13.8.2	RPM, BI-DIRECTIONAL, BLUE LENS	14	UNIT	11.00	25.00	\$ 250.00	\$ 250.00	\$ 3,500.00	\$ 6,250.00	\$ 2,750.00
	TOTAL PERCENT FOR THIS CHANGE ORDER	-5.48%								
	PERCENT TOTAL CHANGE ORDER TO DATE OF ORIGINAL CONTRACT	-0.0547533								
	AMOUNT OF ORIGINAL CONTRACT:			\$ 69,810.90						
	PLUS CHANGE ORDER NO. 1:			\$ (3,822.38)						
	AMOUNT OF ADJUSTED CONTRACT:			\$ 65,988.52						

Recommended By:

 MICHAEL CHRISTIAN, OPERATIONS

Dan Swayze & Son, Inc., Contractor

David J. Maillet, City Engineer

2351 Waldheim Avenue
Scotch Plains, NJ 07076

Phone: 908.789.1336
Fax: 908.789.7232



Invoice

Date	Invoice #
8/5/2025	35202

Bill To

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

Job Site

2024 Citywide Line Striping

		P.O. No.	Terms	Project	
			Net 30	2024 Citywide Striping C24-0143	
Qty	Item	Description	Serviced	Rate	Amount
1	Traffic Control	Traffic Control		5,000.00	5,000.00
0	Traffic Control	Police Traffic Control		114.16	0.00
40,500	Epoxy	Traffic Stripes, Long Life, Epoxy Resin, 4" yellow		0.38	15,390.00
25,583	Epoxy	Traffic Stripes, Long Life, Epoxy Resin, 6" white		0.52	13,303.16
0	Epoxy	Traffic Stripes, Long Life, Epoxy Resin, 8" white		0.75	0.00
1,800	Thermoplastic	Traffic Stripes, Long Life, Thermoplastic, 4" White		0.80	1,440.00
2,800	Thermoplastic	Traffic Stripes, Long Life, Thermoplastic, 4" yellow		0.80	2,240.00
1,000	Thermoplastic	Traffic Stripes, Long Life, Thermoplastic, 6" white		1.20	1,200.00
220	Thermoplastic	Traffic Stripes, Long Life, Thermoplastic, 12" white		2.25	495.00
2,024	Thermoplastic	Traffic Stripes, Long Life, Thermoplastic, 24" white		4.20	8,500.80
700	Thermoplastic	Traffic Stripes, Long Life, Thermoplastic, 4" blue		1.00	700.00
3	Thermoplastic	Traffic Markings, Long Life, Thermoplastic, Left Arrow, White		105.00	315.00
14	Thermoplastic	Traffic Markings, Long Life, Thermoplastic, Right Arrow, White		105.00	1,470.00
6	Thermoplastic	Traffic Markings, Long Life, Thermoplastic, Straight Arrow, White		105.00	630.00
17	Thermoplastic	Traffic Markings, Long Life, Thermoplastic, "ONLY" Legend, White		105.00	1,785.00
1	Thermoplastic	Traffic Markings, Long Life, Thermoplastic, "RXR" symbol, white		450.00	450.00
5	Thermoplastic	Traffic Markings, Long Life, Thermoplastic, "STOP AHEAD" legend, white		225.00	1,125.00
2	Thermoplastic	Traffic Markings, Long Life, Thermoplastic, "SHARP CURVE AHEAD", legend, white		350.00	700.00
7	Striping	Traffic Markings, Paint, Handicap symbol, handicap blue		75.00	525.00
14	Reflectors	RPM, Bi-Directional, Blue Lens		250.00	3,500.00
1	Misc.	Minus 2% Retainage		-1,175.38	-1,175.38
		ON JOBSITE: 4/29, 4/30, 5/7, 5/20, 5/27, 6/3, 6/6, 6/25 & 8/18/25			

Thank you for your business. Please remit to above address.

Terms are payment due upon completion unless otherwise specified. The seller reserves the right to add a service charge of 1-3/4% per month (21% per annum) if payment is not received in 30 days of invoice. If the account is placed for collections, the purchaser agrees to pay any additional related fees, including but not limited to legal fees. No waiver of such rights shall be implied by a failure of the seller to exercise its option.

Subtotal	\$57,593.58
Sales Tax (6.625%)	\$0.00
Total	\$57,593.58
Payments/Credits	\$0.00
Balance Due	\$57,593.58



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1, TO CONTRACT NO. C21-0091 AND PURCHASE ORDER 21-06159, ISSUED TO KEY ENGINEERS, INC., BERLIN, NJ, IN THE AMOUNT OF \$26,658.00.

WHEREAS, the City Council of the City of Vineland, on July 27, 2021, adopted Resolution No. 2021-348, entitled "A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH KEY ENGINEERS, INC., BERLIN, NJ, FOR DRAINAGE SYSTEM RECONSTRUCTION FOR NORTH BREWSTER ROAD FROM EAST OAK ROAD TO THE CULVERT CROSSING NEAR MAPLE AVENUE, IN AN AMOUNT NOT TO EXCEED \$54,520.00."; and

WHEREAS, the City Engineer has requested that an amendment be made to contract awarded to Key Engineers, Inc. for Drainage System Reconstruction for North Brewster Road from East Oak Road to Culvert Crossing Near Maple Avenue, as authorized by Resolution No. 2021-348, Non-Fair and Open Contract award, said amendment is necessary for the additional engineering services to provide for revised scope of work to include additional stormwater basin design; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the amendatory supplemental change order for which authorization is requested in the amount of \$26,658.00; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order #1 to Contract No. C21-0091, Purchase Order No. 21-06159, issued to Key Engineers, Inc., Berlin, NJ, in the amount of \$26,658.00, be and the same is hereby ratified and approved.

Adopted:

President of Council

ATTEST:

City Clerk



September 2, 2025

TO: THE MAYOR AND COUNCIL

RE: Amendatory Supplemental Change Order No. 1
Contract No. C21-0091, Purchase Order No. 21-06159
Drainage System Reconstruction for North Brewster Road from East Oak Road to
the Culvert Crossing Near Maple Avenue
Key Engineers, Inc., Berlin, NJ

We are requesting an amendatory supplemental change order to Contract No. C21-0091, Purchase Order No. 21-06159, issued to Key Engineers, Inc., Berlin, NJ, for Drainage System Reconstruction for North Brewster Road from East Oak Road to the Culvert Crossing Near Maple Avenue. This contract was authorized by Resolution No. 2021-348, adopted by City Council on July 27, 2021.

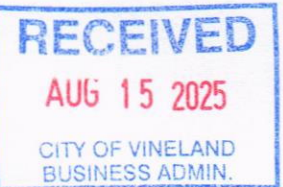
The change order requested, in the amount of \$26,658.00, is necessary for additional engineering services to provide for the revised scope of work to include additional stormwater basin design. This change order will increase the original contract amount from \$54,520.00 to \$81,178.00.

The amendatory supplemental change order for which authorization is herein requested may be authorized in accordance with N.J.A.C. 5:30-11.1 et seq.

Respectfully submitted,

Robert E. Dickenson, Jr.
Business Administrator

RD/rl



REQUEST FOR CHANGE ORDER FOR
CONTRACTS

PROJECT NAME: Storm Drainage Improvements on Brewster Road
CONTACT NAME: DJ Maillet DEPARTMENT: Admin / Engineering
CHANGE ORDER REQUEST NUMBER: 1 CONTRACT NUMBER: C21-0091
PO NUMBER: 21-06159
NAME AND ADDRESS OF CONTRACTOR: Key Engineers

REASON FOR CHANGE ORDER (DOCUMENTATION MUST BE SUBMITTED TO SUPPORT THIS REQUEST.
USE ADDITIONAL PAGES IF NECESSARY): revised scope of work.

ORIGINAL CONTRACT AMOUNT:	\$ <u>54,520.00</u>
AMOUNT OF THIS CHANGE ORDER REQUEST:	\$ <u>26,658.00</u>
PREVIOUS CHANGE ORDER AMOUNTS:	\$ <u>0</u>
TOTAL REVISED CONTRACT AMOUNT:	\$ <u>81,178.00</u>

ACCOUNT NUMBER FOR CHANGE ORDER: C-04-00-000-2524-78001

TRACKING ID(S): _____ COMMODITY CODE(S): 925

APPROVED BY: David J. Maillet, PE

(PRINT NAME)

David J. Maillet
(SIGNATURE)

PLEASE NOTE: CHANGE ORDERS CANNOT EXCEED 20% OF THE ORIGINAL CONTRACT AMOUNT

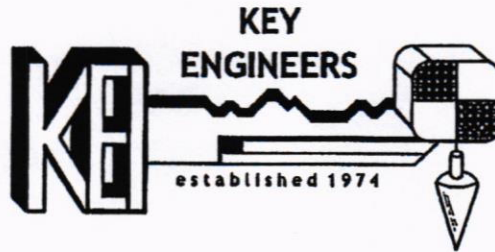
COPY TO:
PurchasingOffice@vinelandcity.org

Golanda Hill

8-15-25

ENGINEERING & PLANNING

Municipal
Consulting
Construction
Residential
Commercial
Industrial
Construction Management

**SURVEYING**

Residential
Commercial
Industrial
Governmental
Construction

~Celebrating Over 51 Years of Excellence~

July 15, 2025

City of Vineland
Engineering Department
640 East Wood Street
Vineland, New Jersey 08360

ATTN: Mr. David Maillet

RE: REQUEST FOR ENGINEERING CHANGE ORDER

Storm Drainage Improvements on N. Brewster Road
City of Vineland, Cumberland County, NJ
(KEI #10-1373)

Dear Mr. Maillet:

This correspondence is in regard to our professional engineering services proposal, dated May 10, 2021 in regard to the above referenced project.

The original scope of work for our engineering services included the preparation of plans and specifications for storm drainage improvements on N. Brewster Road from Old Farm Road to Maple Avenue. Our office completed the survey fieldwork, drainage analysis, and the construction plans and specifications for the original scope of work submitted to you on January 24, 2024. The awarded price for these engineering services was \$54,520.00.

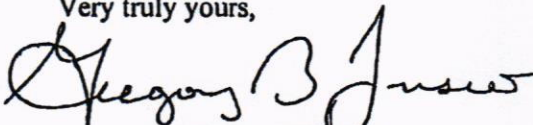
On April 4, 2025, a virtual meeting was conducted with you, the County Engineer, Mr. Doug Whitaker, Mr. Shawn Seroka from Key Engineers, Inc. and me to discuss changes to the project scope. As a result, our office conducted an investigation, performed additional survey fieldwork, witnessed test pits at the intersection of East Oak Avenue and N. Brewster Road and performed engineering design and design tasks to construct storm drainage piping from Old Farm Road to the existing storm drainage system located at the intersection with East Oak Road. The plans and specifications were revised accordingly and resubmitted to you on August 13, 2024. Please be advised that the cost for the additional engineering and design for the project change in scope is \$26,658.00.

Our office respectfully requests approval of work as performed.

Key Engineers, Inc. • 80 S. White Horse Pike • Berlin, NJ 08009
(856) 767-6111 • Fax (856) 753-1091

Should you have any questions or comments in this regard, please contact me at this office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gregory B. Fusco". The signature is fluid and cursive, with the first name "Gregory" being more prominent.

Gregory B. Fusco, P.E., P.P.
President

GBF:jr

projects\10\1373\Docs\Current\ChangeOrder



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AWARDDING AN OPEN-END CONTRACT TO ANIXTER., SMYRNA, DE FOR THE PURCHASE OF 69KV BREAKERS & 15KV BYPASS SWITCHES, IN THE AMOUNT OF \$1,038,043.30.

WHEREAS, the City of Vineland has heretofore advertised for bids for the Purchase of 69kV & 15kV Bypass Switches for the Vineland Municipal Electric Utility, in accordance with specifications on file in the office of the Purchasing Agent, COV BID #2025-24; and

WHEREAS, on August 6, 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 September 2, 2025 submitted a written report and tabulation of the bids received and has recommended that a contract for the Purchase of 69kV & 15kV Bypass Switches for the Vineland Municipal Electric Utility, COV BID #2025-24, be awarded to Anixter, Smyrna, DE, in the amount of \$1,038,043.30, said bid being the only 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 open-end contract for the Purchase of 69kV & 15kV Bypass Switches for the Vineland Municipal Electric Utility, COV BID #2025-24, for a period of one year, be and the same is awarded to Anixter, Smyrna, DE in the amount of \$1,038,043.30, said bid being the only 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 Chief Financial Officer has certified that the funds for the contract to be awarded herein are available.

Adopted:

President of Council

ATTEST:

City Clerk



September 2, 2025

REPORT TO: THE MAYOR AND COUNCIL

RE: Proposals Submitted to the Purchasing Agent 8/6/25

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 August 6, 2025.

PURCHASE OF 69KV BREAKERS & 15KV BYPASS SWITCHES FOR ELECTRIC UTILITY, COV
BID #2025-24

It is the recommendation of the Purchasing Agent, which has the concurrence of the Business Administrator that an open-end contract be awarded to the lone bidder, Anixter, Smyrna, DE, in the amount of \$1,038,043.30.

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: Electric Utility - Engineering & Distribution DATE: 8/14/2025

The undersigned recommends that a contract be awarded for the following:

1. BID TITLE: 69kV Breakers & 15kV Bypass Switches
2. BID NUMBER: 2025-24
3. AMOUNT TO BE AWARDED: \$1,038,043.30
- ☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. ENGINEER'S ESTIMATE: \$400,000.00
5. AMOUNT BUDGETED: \$1,200,000.00
6. ACCOUNT NUMBER TO BE CHARGED: See Below.
7. TRACKING ID: See Below. COMMODITY CODE: 285
8. DATE BIDS RECEIVED: 08/06/2025
9. DATE TO BE AWARDED: 09/09/2025
10. RECOMMENDED VENDOR NAME AND ADDRESS: Anixter, 321 Reihm Blvd., Ste. A,
Smyrna, DE 19977

11. IS RECOMMENDED VENDOR APPARENT LOWEST BIDDER? ☒ Yes ☐ No

12. COMMENTS/SPECIAL INSTRUCTIONS: _____

13. EVALUATION PERFORMED BY: William Burns, Senior Engineer, Ext. 4977
(NAME, TITLE AND EXTENSION NUMBER)

14. APPROVED BY: Dennis Koons
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

15. ATTACHED: (CHECK-OFF LIST)
- | Item Descriptions | Unit Pricing | Qty | Totals (\$) | Total per Acct (\$) | Acct. # |
|-----------------------|--------------|-----|-------------|---------------------|-------------------------------|
| 15kV Bypass Switches | 5,506.90 | x7 | 38,548.30 | 41,903.30 | 5-05-55-512-9000-52000 E901-1 |
| Spare Parts | 3,355.00 | x1 | 3,355.00 | | |
| 138kV Breakers | 190,114.00 | x2 | 380,228.00 | 996,140.00 | C-06-00-000-2523-72002 |
| 69kV Circuit Breakers | 153,978.00 | x4 | 615,912.00 | | |
| | | | Total: | 1,038,043.30 | |
- ☒ Tabulation of Bids
☐ Justification for Recomm
☐ Evaluation Data (if applicable)

COPY TO:
PurchasingOffice@vinelandcity.org



PURCHASING AGENT RECOMMENDATION AWARD
COV BID # 2025-24

Proposals were received and opened Wednesday, August 6, 2025 at 2:00 PM for Purchase of 69KV Breakers & 15KV Bypass Switches from the following:

Anixter:	\$1,034,688.30
----------	----------------

Comments: The lone bidder had all the necessary paperwork.

Recommendation: Award can be made to Anixter as they submitted the lowest responsive responsible bid and if the funds are available.

Jeanine N. Meneghetti, QPA
Purchasing Agent

ENGINEERING AWARD PRICING SUMMARY

Vineland Municipal
Electric Utility

[Project ID] 25-015

[Date] 08/15/2025

Project ID

Date

[Project Title] Breakers & Switches

[Bid/RFP #] 2025-24

Project Title

COV RFP/RFQ/Bid #

Summary of award amount:

[Summary of award inclusionary pricing, if more than proposal]

Optional 69kV circuit breaker spare parts, listed on proposal sheet; one of each spare part added to the base bid offered by Anixter (lone bidder).

Breakdown of Costs:

Description	Costs	Page Ref.
Base Bid	\$1,034,688.30	Proposal Sheet
Y-Relay	\$740.00	Proposal Sheet
Close Coil	\$625.00	Proposal Sheet
Trip Coil	\$625.00	Proposal Sheet
Charging Motor	\$1,365.00	Proposal Sheet
Total Award	\$ 1,038,043.30	

Proposal COV BID 2025-42 DUE: 8-6-25

To the Purchasing Agent of the City of Vineland,

The undersigned bidder declares he/she has read the Notice to Bidders, Instructions to Bidders and the Specification attached, that he/she has determined the conditions affecting the bid, and agrees, if this proposal is accepted and contract awarded, to furnish and deliver the following:

Section	Description	Desired <u>Base</u> Part Number (Siemens)	Proposed Siemens Part Number	Est. Lead Time (wks)	Quantity	Unit Price (\$)	Freight Price (\$)	Total Price (\$)
A	69kV High Voltage Gas Circuit Breaker w/ Spare Parts	SPS2-72-40-2000	SPS2-72.5-40-3000-3PST	110 WKS	4	\$153,978.00 ea	F/A	\$615,912.00 ✓
B	138kV High Voltage Gas Circuit Breaker w/ Spare Parts	SPS2S-145-40-2000	SPS2S-145-40-3000-3PST	110 WKS	2	\$190,114.00 ea	F/A	\$380,228.00 ✓
C	15kV Recloser Bypass Switch Assembly	2913F-604101-ACHT	2913F-604101-ACHT	10-12 WKS	7	\$5506.90	N/A	\$38,548.30 ✓

Total Bid Price: \$1,034,688.30 ✓

[Total Price A + Total Price B + Total Price C = Total Bid Price]

69kV High Voltage Gas Circuit Breaker Spare Parts List:

Description	Manufacturer	Cat. #	Quantity	Notes
Y-Relay	Siemens		1	\$ 740.00 ea
Close Coil	Siemens		1	\$ 625.00 ea
Trip Coil	Siemens		1	\$ 625.00 ea
Charging Motor	Siemens		1	\$ 1365.00 ea

138kV High Voltage Gas Circuit Breaker Spare Parts List:

Description	Manufacturer	Cat. #	Quantity	Notes

Company Name / Bidder: Anixter Date: 8/5/25



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AWARDDING A CONTRACT TO ARAWAK PAVING CO., LLC, 7503 WEYMOUTH ROAD, HAMMONTON, NJ 08037 FOR THE RESURFACING OF N. VALLEY AVENUE (PARK AVENUE TO OAK ROAD), IN THE AMOUNT NOT TO EXCEED \$968,700.00.

WHEREAS, the City of Vineland has heretofore advertised for bids for the Resurfacing of N. Valley Avenue (Park Avenue to Oak Road, COV BID #2025-26, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on August 16, 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 September 2, 2025 submitted a written report and tabulation of the bids received and has recommended that a contract for the Resurfacing of N. Valley Avenue (Park Avenue to Oak Road), be awarded to Arawak Paving Co., LLC, 7503 Weymouth Road, Hammonton, NJ 08037, in the total amount not to exceed \$968,700.00, 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 N. Valley Avenue, COV BID #2025-26, be and the same is awarded to Arawak Paving Co., LLC, 7503 Weymouth Road, Hammonton, NJ 08037 and their total bid in the amount of \$968,700.00, 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 Chief Financial Officer has certified that the funds for the contract to be awarded herein are available.

Adopted:

President of Council

ATTEST:

City Clerk

September 2, 2025

REPORT TO: THE MAYOR AND COUNCIL

RE: Proposals Submitted to the Purchasing Agent on 8/16/25

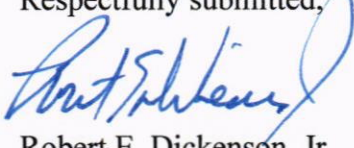
Dear Mayor and Members of Council:

Submitted to you herewith for your consideration is our evaluation of the proposals submitted to the Purchasing Agent on August 16, 2025.

RESURFACING OF N. VALLEY AVENUE (PARK AVE TO OAK RD), COV BID #2025-26

It is the recommendation of the Supervisor of Engineering, which has the concurrence of the Purchasing Agent and the Business Administrator that a contract be awarded to the lowest responsive responsible bidder, Arawak Paving Co, Inc., Hammonton, NJ, in the amount of \$968,700.00.

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: 8/22/25

The undersigned recommends that a contract be awarded for the following:

1. BID TITLE: Resurfacing of N. Valley Avenue (Park Ave to Oak Rd)
2. BID NUMBER: 2025-26
3. AMOUNT TO BE AWARDED: \$968,700.00
☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. ENGINEER'S ESTIMATE: \$975,061.07
5. AMOUNT BUDGETED: \$ \$975,061.07
6. ACCOUNT NUMBER TO BE CHARGED: Grant: G-02-57-800-2024-67800; Capital: C-04-00-000-2524-78001
\$495,852.00 \$472,848.00
7. TRACKING ID: _____ COMMODITY CODE: 760
8. DATE BIDS RECEIVED: 8/16/2025
9. DATE TO BE AWARDED: 9/9/2025
10. CONTRACT PERIOD (IF APPLICABLE): 90 calendar days
11. RECOMMENDED VENDOR NAME AND ADDRESS: Arawak Paving Co., Inc.
7503 Weymouth Rd, Hammonton, NJ 08037
12. IS RECOMMENDED VENDOR APPARENT LOWEST BIDDER? ☒ Yes ☐ No
13. COMMENTS/SPECIAL INSTRUCTIONS: Requires concurrence from NJDOT

14. EVALUATION PERFORMED BY: Michael Russo, Assistant Engineer, Civil. Ext 4092
(NAME, TITLE AND EXTENSION NUMBER)

15. APPROVED BY: Rick Caudill, PE, CME
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

16. ATTACHED: (CHECK-OFF LIST)

- ☒ Tabulation of Bids
- ☐ Justification for Recommendation (if applicable)
- ☐ Evaluation Data (if applicable)

Additional Account Numbers, if necessary

COPY TO:
PurchasingOffice@vinelandcity.org

CITY OF VINELAND
RESURFACING OF VALLEY AVE (PARK TO OAK ROAD)
BID TABULATION
BID OPENING DATE APRIL 22, 2024

CONTRACT INFORMATION				ENGINEER'S ESTIMATE				ARAWAK PAVING CO., INC.				SOUTH STATE, INC.				CHARLES MARANDINO, LLC				PAVING PLUS, LLC			
ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	ENCL. EST. UNIT PRICE	ENCL. EST. TOTAL	BID UNIT PRICE	BID TOTAL	% OF ENCL. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)	BID UNIT PRICE	BID TOTAL	% OF ENCL. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)	BID UNIT PRICE	BID TOTAL	% OF ENCL. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)	BID UNIT PRICE	BID TOTAL	% OF ENCL. EST.	\$ DIFFERENCE (CONTRACTOR - ESTIMATE)		
1.1.1	CONSTRUCTION SIGNS	SF	800	\$7.10	\$ 4,280.00	\$ 6.00	\$ 3,800.00	84.51%	(\$680.00)	\$ 0.01	\$ 6.00	0.14%	(\$4,254.00)	\$ 23.00	\$ 13,800.00	323.94%	\$9,540.00	\$ 1.00	\$ 600.00	14.08%	(\$3,860.00)		
1.1.2	TRAFFIC CONES	UNIT	50	\$3.94	\$ 197.00	\$ 0.01	\$ 0.50	0.25%	(\$196.50)	\$ 0.01	\$ 0.50	0.25%	(\$196.50)	\$ 200.00	\$ 10,000.00	5076.14%	\$9,803.00	\$ 1.00	\$ 50.00	25.38%	(\$147.00)		
1.1.3	TRAFFIC DRUMS	UNIT	12	\$6.70	\$ 80.40	\$ 0.01	\$ 0.12	0.16%	(\$80.28)	\$ 0.01	\$ 0.12	0.16%	(\$80.28)	\$ 500.00	\$ 6,000.00	7462.89%	\$5,919.60	\$ 1.00	\$ 12.00	14.93%	(\$68.40)		
1.1.5	TRAFFIC DIRECTOR, FLAGGER	HOUR	240	\$90.08	\$ 21,619.20	\$ 90.08	\$ 21,619.20	100.00%		\$ 90.08	\$ 21,619.20	100.00%		\$ 90.08	\$ 21,619.20	100.00%		\$ 90.08	\$ 21,619.20	100.00%			
2.1.1	CLEARING SITE (NOT TO EXCEED 5% OF TOTAL CONTRACT AMOUNT)	LS	1	\$46,431.48	\$ 46,431.48	\$ 48,400.00	\$ 48,400.00	104.24%	\$1,968.52	\$ 50,000.00	\$ 50,000.00	107.69%	\$3,568.52	\$ 54,000.00	\$ 54,000.00	116.30%	\$7,568.52	\$ 34,478.99	\$ 34,478.99	74.25%	(\$11,964.49)		
2.2.1	EXCAVATIONS, TEST PIT	CY	15	\$100.00	\$ 1,500.00	\$ 260.00	\$ 3,900.00	260.00%	\$2,400.00	\$ 1.00	\$ 15.00	1.00%	(\$1,485.00)	\$ 100.00	\$ 1,500.00	100.00%		\$ 1.00	\$ 15.00	1.00%	(\$1,485.00)		
3.2.1	8"x18" CONCRETE VERTICAL CURB	LF	855	\$60.00	\$ 32,750.00	\$ 45.00	\$ 26,475.00	90.00%	(\$3,275.00)	\$ 45.00	\$ 26,475.00	90.00%	(\$3,275.00)	\$ 58.00	\$ 37,990.00	116.00%	\$5,240.00	\$ 55.00	\$ 36,025.00	110.00%	\$3,275.00		
3.2.3	8" CONCRETE CURB AND GUTTER, MONOLITHIC	LF	285	\$60.00	\$ 15,900.00	\$ 67.00	\$ 17,755.00	111.67%	\$1,855.00	\$ 65.00	\$ 17,225.00	108.33%	\$1,325.00	\$ 82.00	\$ 21,730.00	136.67%	\$5,830.00	\$ 70.00	\$ 18,550.00	116.67%	\$2,850.00		
3.3.1	CONCRETE SIDEWALK, 4" THICK	SY	213	\$110.00	\$ 23,430.00	\$ 115.00	\$ 24,495.00	104.55%	\$1,065.00	\$ 120.00	\$ 25,560.00	109.09%	\$2,130.00	\$ 138.00	\$ 29,394.00	125.45%	\$5,964.00	\$ 130.00	\$ 27,690.00	118.18%	\$4,260.00		
3.3.2	CONCRETE SIDEWALK, REINFORCED, 8" THICK	SY	73	\$110.00	\$ 8,030.00	\$ 120.00	\$ 8,760.00	109.09%	\$730.00	\$ 150.00	\$ 10,950.00	136.36%	\$2,920.00	\$ 148.00	\$ 10,804.00	134.55%	\$2,774.00	\$ 135.00	\$ 9,855.00	122.73%	\$1,825.00		
3.3.3	CONCRETE DRIVEWAYS, REINFORCED, 8" THICK	SY	274	\$110.00	\$ 30,140.00	\$ 120.00	\$ 32,880.00	109.09%	\$2,740.00	\$ 150.00	\$ 41,100.00	136.36%	\$10,960.00	\$ 148.00	\$ 40,652.00	134.55%	\$10,412.00	\$ 135.00	\$ 36,990.00	122.73%	\$6,850.00		
3.4.1	PUBLIC SIDEWALK CURB RAMP DELINEATIONS (CAST IRON TRUNCATED DOME CASTINGS)	SF	8	\$150.00	\$ 1,200.00	\$ 50.00	\$ 400.00	33.33%	(\$800.00)	\$ 45.00	\$ 360.00	30.00%	(\$840.00)	\$ 68.00	\$ 544.00	45.33%	(\$656.00)	\$ 150.00	\$ 1,200.00	100.00%			
4.2.1	18" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, 4' DEPTH	LF	195	\$145.00	\$ 28,275.00	\$ 150.00	\$ 29,250.00	103.45%	\$975.00	\$ 175.00	\$ 34,125.00	120.69%	\$5,850.00	\$ 350.00	\$ 68,250.00	241.38%	\$36,975.00	\$ 430.00	\$ 83,850.00	296.55%	\$55,575.00		
4.2.3	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, 4' DEPTH	LF	1,031	\$150.00	\$ 154,650.00	\$ 160.00	\$ 164,960.00	106.67%	\$10,310.00	\$ 150.00	\$ 154,850.00	100.00%		\$ 210.00	\$ 216,510.00	140.00%	\$61,860.00	\$ 260.00	\$ 268,080.00	173.33%	\$113,410.00		
4.2.4	24" DIA. CORRUGATED POLYETHYLENE PIPE, SMOOTH WALL, 3' DEPTH	LF	590	\$170.00	\$ 100,300.00	\$ 170.00	\$ 100,300.00	100.00%		\$ 180.00	\$ 94,400.00	94.12%	(\$5,900.00)	\$ 220.00	\$ 129,800.00	129.41%	\$29,500.00	\$ 270.00	\$ 159,300.00	158.82%	\$59,000.00		
4.4.2	12" DIA. DUCTILE IRON CULVERT PIPE	LF	20	\$200.00	\$ 4,000.00	\$ 400.00	\$ 8,000.00	200.00%	\$4,000.00	\$ 350.00	\$ 7,000.00	175.00%	\$3,000.00	\$ 372.00	\$ 7,440.00	186.00%	\$3,440.00	\$ 440.00	\$ 8,800.00	220.00%	\$4,800.00		
4.6.15	INLET, TYPE C, (-10' DEPTH)	UNIT	1	\$3,900.00	\$ 3,900.00	\$ 7,009.56	\$ 7,009.56	200.27%	\$3,509.56	\$ 10,000.00	\$ 10,000.00	265.71%	\$6,500.00	\$ 8,325.00	\$ 8,325.00	237.86%	\$4,825.00	\$ 9,300.00	\$ 9,300.00	265.71%	\$5,800.00		
4.8.2	RECONSTRUCT MANHOLES	UNIT	10	\$1,275.00	\$ 12,750.00	\$ 3,800.00	\$ 38,000.00	298.04%	\$25,250.00	\$ 1,500.00	\$ 15,000.00	117.65%	\$2,250.00	\$ 1,200.00	\$ 12,000.00	94.12%	(\$750.00)	\$ 1,500.00	\$ 15,000.00	117.65%	\$2,250.00		
4.10.1	RESET CASTINGS	UNIT	12	\$330.00	\$ 3,960.00	\$ 0.01	\$ 0.12	0.00%	(\$3,959.88)	\$ 600.00	\$ 7,200.00	181.82%	\$3,240.00	\$ 600.00	\$ 7,200.00	181.82%	\$3,240.00	\$ 1.00	\$ 12.00	0.30%	(\$3,948.00)		
4.11.1	RESET VALVE BOXES	UNIT	11	\$66.39	\$ 729.19	\$ 0.01	\$ 0.11	0.02%	(\$729.08)	\$ 0.01	\$ 0.11	0.02%	(\$729.08)	\$ 1.00	\$ 11.00	1.51%	(\$718.19)	\$ 1.00	\$ 11.00	1.51%	(\$718.19)		
4.12.2	REPLACE INLET CASTINGS, GRATES & CURB PIECES, TYPE B	UNIT	7	\$1,020.00	\$ 7,140.00	\$ 800.00	\$ 5,600.00	78.43%	(\$1,540.00)	\$ 1,500.00	\$ 10,500.00	147.06%	\$3,360.00	\$ 600.00	\$ 4,200.00	58.82%	(\$2,940.00)	\$ 1,200.00	\$ 8,400.00	117.65%	\$1,260.00		
5.1.1	SAWCUTTING (HMA)	LF	329	\$1.70	\$ 559.30	\$ 0.01	\$ 3.29	0.59%	(\$556.01)	\$ 1.00	\$ 329.00	58.82%	(\$230.30)	\$ 1.00	\$ 329.00	58.82%	(\$230.30)	\$ 1.00	\$ 329.00	58.82%	(\$230.30)		
5.2.3	ROADWAY EXCAVATION, UNCLASSIFIED, (F AND WHERE)	CY	300	\$23.00	\$ 6,900.00	\$ 10.00	\$ 3,000.00	43.48%	(\$3,900.00)	\$ 50.00	\$ 15,000.00	217.39%	\$6,100.00	\$ 10.00	\$ 3,000.00	43.48%	(\$3,900.00)	\$ 1.00	\$ 300.00	4.35%	(\$6,800.00)		
5.5.3	MILLING OF HMA, 8" AVERAGE DEPTH	SY	12,000	\$5.00	\$ 60,000.00	\$ 6.00	\$ 72,000.00	120.00%	\$12,000.00	\$ 6.55	\$ 78,600.00	131.00%	\$18,600.00	\$ 5.00	\$ 60,000.00	100.00%		\$ 7.20	\$ 86,400.00	144.00%	\$26,400.00		
6.1.1	DENSE GRADED AGGREGATE BASE COURSE (RECYCLED CONCRETE), IF AND WHERE	CY	300	\$42.00	\$ 12,600.00	\$ 4.00	\$ 1,200.00	8.52%	(\$11,400.00)	\$ 60.00	\$ 18,000.00	142.86%	\$5,400.00	\$ 4.00	\$ 1,200.00	9.52%	(\$11,400.00)	\$ 1.00	\$ 300.00	2.38%	(\$12,300.00)		
7.1.1	HOT MIX ASPHALT 19MM4 BASE COURSE, 2" THICK	TON	1,500	\$100.00	\$ 150,000.00	\$ 90.00	\$ 135,000.00	90.00%	(\$15,000.00)	\$ 100.00	\$ 150,000.00	100.00%		\$ 90.00	\$ 135,000.00	90.00%	(\$15,000.00)	\$ 82.00	\$ 138,000.00	82.00%	(\$12,000.00)		
7.1.4	HOT MIX ASPHALT 9.5MM4 SURFACE COURSE, 2" THICK	TON	1,500	\$120.00	\$ 180,000.00	\$ 82.00	\$ 138,000.00	76.67%	(\$42,000.00)	\$ 100.00	\$ 150,000.00	83.33%	(\$30,000.00)	\$ 82.00	\$ 138,000.00	76.67%	(\$42,000.00)	\$ 94.00	\$ 141,000.00	78.33%	(\$39,000.00)		

CITY OF VINELAND
RESURFACING OF VALLEY AVE (PARK TO OAK ROAD)
BID TABULATION
BID OPENING DATE APRIL 22, 2024

CONTRACT INFORMATION				SHAWNEE'S ESTIMATE		ARAWAK PAVING CO., INC.				SOUTH STATE, INC.				CHARLES BARANDINO, LLC				PAVING 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)
7.1.5	HOT MIX ASPHALT 8.5MM LEVELING COURSE, VARIABLE THICKNESS	TON	40	\$120.00	\$ 4,800.00	\$ 0.01	\$ 0.40	0.01%	(\$4,799.60)	\$ 100.00	\$ 4,000.00	83.33%	(\$800.00)	\$ 0.01	\$ 0.40	0.01%	(\$4,799.60)	\$ 150.00	\$ 6,000.00	125.00%	\$1,200.00
7.1.7	HOT MIX ASPHALT 8.5MM SURFACE COURSE DRIVEWAY ADJUSTMENT, 3" THICK	TON	188	\$130.00	\$ 21,840.00	\$ 230.00	\$ 36,840.00	178.92%	\$16,800.00	\$ 325.00	\$ 54,800.00	250.00%	\$32,780.00	\$ 230.00	\$ 36,840.00	178.92%	\$16,800.00	\$ 199.00	\$ 33,432.00	153.08%	\$11,592.00
7.8.1	ASPHALT PRICE ADJUSTMENT	DOLLAR	10,000	\$1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	100.00%		\$ 1.00	\$ 10,000.00	100.00%		\$ 1.00	\$ 10,000.00	100.00%		\$ 1.00	\$ 10,000.00	100.00%	
7.8.2	FUEL PRICE ADJUSTMENT	DOLLAR	5,000	\$1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	100.00%		\$ 1.00	\$ 5,000.00	100.00%		\$ 1.00	\$ 5,000.00	100.00%		\$ 1.00	\$ 5,000.00	100.00%	
8.1.1	TOPSOILING, 4" THICK	SY	250	\$4.41	\$ 1,102.50	\$ 10.00	\$ 2,500.00	226.76%	\$1,397.50	\$ 25.00	\$ 6,250.00	566.86%	\$5,147.50	\$ 0.10	\$ 25.00	2.27%	(\$1,077.50)	\$ 1.00	\$ 250.00	22.68%	(\$852.50)
8.2.2	HYDROSEEDING	SY	250	\$5.00	\$ 1,250.00	\$ 1.00	\$ 250.00	20.00%	(\$1,000.00)	\$ 2.00	\$ 500.00	40.00%	(\$750.00)	\$ 0.10	\$ 25.00	2.00%	(\$1,225.00)	\$ 1.00	\$ 250.00	20.00%	(\$1,000.00)
13.1.2	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW	LF	7,220	\$0.30	\$ 2,166.00	\$ 0.43	\$ 3,104.60	143.33%	\$838.60	\$ 0.42	\$ 3,032.40	140.00%	\$866.40	\$ 0.42	\$ 3,032.40	140.00%	\$866.40	\$ 0.50	\$ 3,610.00	166.67%	\$1,444.00
13.1.3	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 8" WHITE	LF	7,380	\$1.20	\$ 8,868.00	\$ 0.84	\$ 4,728.60	53.33%	(\$4,136.40)	\$ 0.83	\$ 4,855.70	52.50%	(\$4,212.30)	\$ 0.83	\$ 4,855.70	52.50%	(\$4,212.30)	\$ 0.75	\$ 5,542.50	62.50%	(\$3,325.50)
13.2.8	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WHITE	LF	87	\$5.00	\$ 435.00	\$ 12.50	\$ 1,087.50	250.00%	\$652.50	\$ 12.00	\$ 1,044.00	240.00%	\$609.00	\$ 12.00	\$ 1,044.00	240.00%	\$609.00	\$ 15.00	\$ 1,305.00	300.00%	\$670.00
13.8.2	RPM, BI-DIRECTIONAL, BLUE LENS	UNIT	6	\$28.00	\$ 168.00	\$ 235.00	\$ 1,410.00	839.29%	\$1,242.00	\$ 225.00	\$ 1,350.00	803.57%	\$1,182.00	\$ 225.00	\$ 1,350.00	803.57%	\$1,182.00	\$ 250.00	\$ 1,500.00	892.86%	\$1,332.00
14.1.R1-1	SIGN, POST MOUNTED, STOP, 36"x36"	UNIT	8	\$280.00	\$ 2,240.00	\$ 340.00	\$ 2,720.00	121.43%	\$480.00	\$ 315.00	\$ 2,520.00	112.50%	\$280.00	\$ 315.00	\$ 2,520.00	112.50%	\$280.00	\$ 350.00	\$ 2,800.00	125.00%	\$560.00
14.1.R2-1(35)	SIGN, POST MOUNTED, SPEED LIMIT (35), 24"x30"	UNIT	5	\$280.00	\$ 1,400.00	\$ 180.00	\$ 950.00	67.86%	(\$450.00)	\$ 175.00	\$ 875.00	62.50%	(\$525.00)	\$ 175.00	\$ 875.00	62.50%	(\$525.00)	\$ 220.00	\$ 1,100.00	78.57%	(\$300.00)
14.1.R7-1D	SIGN, POST MOUNTED, NO PARKING AT ANY TIME (DOUBLE ARROW), 12"x18"	UNIT	20	\$130.00	\$ 2,600.00	\$ 120.00	\$ 2,400.00	92.31%	(\$200.00)	\$ 115.00	\$ 2,300.00	88.46%	(\$300.00)	\$ 115.00	\$ 2,300.00	88.46%	(\$300.00)	\$ 195.00	\$ 3,900.00	150.00%	\$1,300.00
14.1.R7-4L	SIGN, POST MOUNTED, NO STOPPING OR STANDING (LEFT ARROW), 12"x18"	UNIT	1	\$130.00	\$ 130.00	\$ 120.00	\$ 120.00	92.31%	(\$10.00)	\$ 115.00	\$ 115.00	88.46%	(\$15.00)	\$ 115.00	\$ 115.00	88.46%	(\$15.00)	\$ 185.00	\$ 185.00	150.00%	\$65.00
14.1.R7-4R	SIGN, POST MOUNTED, NO STOPPING OR STANDING (RIGHT ARROW), 12"x18"	UNIT	2	\$130.00	\$ 260.00	\$ 120.00	\$ 240.00	92.31%	(\$20.00)	\$ 115.00	\$ 230.00	88.46%	(\$30.00)	\$ 115.00	\$ 230.00	88.46%	(\$30.00)	\$ 185.00	\$ 360.00	150.00%	\$130.00
14.1.D3-6	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 30"x6"	UNIT	4	\$190.00	\$ 760.00	\$ 80.00	\$ 320.00	42.11%	(\$440.00)	\$ 75.00	\$ 300.00	39.47%	(\$460.00)	\$ 75.00	\$ 300.00	39.47%	(\$460.00)	\$ 95.00	\$ 380.00	50.00%	(\$380.00)
14.1.D3-6	SIGN, POST MOUNTED, STREET NAME, EXTRUDED BLADE, 36"x6"	UNIT	6	\$190.00	\$ 1,140.00	\$ 270.00	\$ 1,620.00	142.11%	\$480.00	\$ 250.00	\$ 1,500.00	131.58%	\$360.00	\$ 250.00	\$ 1,500.00	131.58%	\$360.00	\$ 310.00	\$ 1,860.00	163.16%	\$720.00
TOTAL ESTIMATED PROJECT COSTS				\$	375,061.07	\$	968,700.00			\$	1,039,387.03			\$	1,110,810.70			\$	1,183,559.99		



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AWARDDING A CONTRACT TO NERI'S CONSTRUCTION & RENTAL, INC., WILLIAMSTOWN, NJ FOR ARBOR AVENUE WATER MAIN IMPROVEMENT PROJECT, IN THE AMOUNT OF \$160,380.00.

WHEREAS, the City of Vineland has heretofore advertised for bids for the Arbor Avenue Water Main Improvement Project, COV BID #2025-25, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on August 12, 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 September 2, 2025 submitted a written report and tabulation of the bids received and has recommended that a contract for the Arbor Avenue Water Main Improvement, be awarded to Neri's Construction & Rental, Inc., Williamstown, NJ, in the total amount of \$160,380.00, 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 Arbor Avenue Water Main Improvement Project, COV BID #2025-25, be and the same is awarded to Neri's Construction & Rental, Inc., Williamstown, NJ, on their total bid in the amount of \$160,380.00, 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 Chief Financial Officer has certified that the funds for the contract to be awarded herein are available.

Adopted:

President of Council

ATTEST:

City Clerk



September 2, 2025

REPORT TO: THE MAYOR AND COUNCIL

RE: Proposals Submitted to the Purchasing Agent on August 12, 2025

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 8/12/25.

ARBOR AVENUE WATER MAIN IMPROVEMENT PROJECT, COV BID #2025-25

It is the recommendation of the Department Head of Water Utility, which has the concurrence of the Purchasing Agent and the Business Administrator that a contract be awarded to the lowest responsive responsible bidder, Neri's Construction and Rental Inc., Williamstown, NJ, in the amount not to exceed \$160,380.00.

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: Water Utility

DATE: 08/28/25

The undersigned recommends that a contract be awarded for the following:

1. BID TITLE: Arbor Avenue Water Main Improvement Project
2. BID NUMBER: 2025-25
3. AMOUNT TO BE AWARDED: \$160,380.00
- ☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE
4. ENGINEER'S ESTIMATE: \$284,000.00
5. AMOUNT BUDGETED: \$250,000.00
6. ACCOUNT NUMBER TO BE CHARGED: 5-07-55-512-8006-52000
7. TRACKING ID: W343 COMMODITY CODE: Class 951 - Sub Class 15
8. DATE BIDS RECEIVED: August 12, 2025
9. DATE TO BE AWARDED: September 9, 2025
10. CONTRACT PERIOD (IF APPLICABLE): N/A
11. RECOMMENDED VENDOR NAME AND ADDRESS: Neri's Construction and Rental Inc.
849 Clayton Road, Williamstown, NJ, 08094
12. IS RECOMMENDED VENDOR APPARENT LOWEST BIDDER? ☒ Yes ☐ No
13. COMMENTS/SPECIAL INSTRUCTIONS: N/A
14. EVALUATION PERFORMED BY: David A Ricci
(NAME, TITLE AND EXTENSION NUMBER)
15. APPROVED BY: Joseph J Prato
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
16. ATTACHED: (CHECK-OFF LIST)

- ☒ Tabulation of Bids
- ☐ Justification for Recommendation (if applicable)
- ☐ Evaluation Data (if applicable)

Additional Account Numbers, if necessary

COPY TO:
PurchasingOffice@vinelandcity.org

PURCHASING AGENT RECOMMENDATION AWARD
COV BID # 2025-25

Proposals were received and opened Tuesday, August 12, 2025 at 2:00 PM for Arbor Ave. Water Main Improvement Project from the following:

Neri's Construction & Rental, Inc.:	\$160,380.00
Arthur R. Henry, Inc.:	\$235,777.00

Comments: All bidders had all the necessary paperwork.

Recommendation: Award can be made to Neri's Construction & Rental, Inc. as they submitted the lowest responsive and responsible bid. Although they were more than 10% lower than the second lowest bidder, they signed the Prevailing wage certification.

Jeanine N. Meneghetti, QPA
Purchasing Agent

**COV BID 2025-25 ARBOR AVE WATER
MAIN WATER IMPROVEMENT PROJECT**

AUGUST 12, 2025

Engineers estimate: \$250,000.00

	Neri's Construction & Rental, Inc. 849 Clayton Road Willimstown, NJ 08094	Arthur R. Henry, Inc. 3031 Ocean Hts. Ave. Egg Harbor, NJ 08234
BB, CAC, CEC	BB 10%	BB 10%
Surety	YES	YES
Ownership Discloser	YES	YES
Affir. Action Plan	YES	YES
Check List	YES	YES
Proposal	YES	YES
Subcontractors	YES	YES
Addendum	YES	YES
TOTAL AMOUNT	\$160,380.00	\$235,777.00



Vineland, New Jersey

RESOLUTION NO. 2025-_____

RESOLUTION EXERCISING OPTION TO EXTEND CONTRACT
C24-0128 FOR SUPPLYING AND DELIVERING VOC-
COMPLIANT HIGH PERFORMANCE COLD PATCH.

WHEREAS, on September 10, 2024, City Council adopted Resolution No. 2024-415, awarding an open-end contract to Richard E. Pierson Materials, Corp., Bridgeport, NJ for Supplying and Delivering VOC-Compliant High Performance Cold Patch, for the contract period September 1, 2024 through August 31, 2025: and

WHEREAS, the contract awarded through the Cumberland County Cooperative Pricing System, Identifier #181-CCCCPS, BID #24-26, provided for an option to extend for one additional year; and

WHEREAS, the County through resolution has exercised the option to extend the contract for the additional one (1) year and as such, the City's Purchasing Agent is recommending that the City exercise said extension for the period September 1, 2025 through August 31, 2026, at the same terms and conditions as the original contract, based on the quoted price as follows:

Pick-Up:

\$165.55/ton/600 tons

Supply/Deliver:

\$165.55/ton/600 tons

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Vineland that the Purchasing Agent is hereby authorized and directed to issue an extension to Contract C24-0128, Resolution No. 2024-415, issued to Richard E. Pierson Materials, Corp., Bridgeport, NJ for Supplying and Delivering VOC-Compliant High Performance Cold Patch, for the period September 1, 2025 through August 31, 2026, at the same terms and conditions of the original contract.

Adopted:

President of Council

ATTEST:

City Clerk



REQUEST FOR RESOLUTION FOR CONTRACT RENEWAL

1. GOODS OR SERVICES (DETAILED DESCRIPTION): Supply & Delivering VOC-Compliant high performance cold patch
2. CONTRACT NUMBER: C24-0128
3. TYPE: ☐ ORFP ☐ ORFQ ☒ BID NUMBER: Cumberland Cty. Co-op Bid 24-26
4. RENEWAL AMOUNT TO BE AWARDED: \$165.55 pick-up/ \$165.55 Delivered
☐ ENCUMBER TOTAL AWARD ☒ ENCUMBER BY SUPPLEMENTAL RELEASE
5. BUDGETED ITEM: ☐ YES ☐ NO ACCOUNT NUMBER: Various
6. CAPITAL ORDINANCE: ☐ YES ☐ NO ORDINANCE NUMBER: _____
7. TRACKING ID(S): _____ COMMODITY CODE(S): 745
8. CONTRACT PERIOD FOR RENEWAL: 9-1-25 to 8-31-26
9. DATE TO BE AWARDED: 9-9-25
10. VENDOR NAME AND ADDRESS: Richard E. Pierson Materials, Corp., 806 Oak Grove Rd.,
PO Box 704, Bridgeport, NJ 08314
11. APPROVED BY: Jeanine N. Meneghetti
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
12. PURCHASING APPROVAL: Jeanine N. Meneghetti 8-21-25
SIGNATURE AND DATE
13. FINANCE APPROVAL: Norma Feliciano-Bailey 08/22/25
SIGNATURE AND DATE
14. ATTACHMENTS: ☒ AWARDING RENEWAL ☐ OTHER: _____

COPY TO:
PurchasingOffice@vinelandcity.org



**Cumberland County
Board of County Commissioners**

164 West Broad Street
Bridgeton, NJ 08302



ADOPTED

RESOLUTION 2025-398

Meeting: July 15, 2025 6:00 PM

**RESOLUTION EXERCISING 1ST AND FINAL OPTION TO RENEW
CONTRACT FOR SUPPLYING AND DELIVERING VOC COMPLIANT
HIGH PERFORMANCE COLD PATCH FOR THE CUMBERLAND
COUNTY PUBLIC WORKS DEPARTMENT AND THE CUMBERLAND
COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM
IDENTIFIER #181-CCCCPS, BID #24-26 (RICHARD E. PIERSON
MATERIALS CORP. - \$204,260)**

WHEREAS, on August 20, 2024, this Board duly adopted Resolution 2024-474, Resolution Awarding A Contract for Supplying and Delivering VOC-Compliant High Performance Cold Patch for the Cumberland County Public Works Department and the Cumberland County Cooperative Contract Purchasing System Identifier # 181-CCCCPS; Bid # 24-26 (Richard E. Pierson Materials Corp.); and

WHEREAS, the Director of Purchasing has advised that it is necessary to exercise the option to renew the contract for an additional one (1) year through to August 31, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CUMBERLAND, as follows:

That this Board hereby authorizes an amendment to Resolution 2024-474 exercising the option to renew said contract for an additional one (1) year through to August 31, 2026 in the amount of \$204,260. All other terms and conditions of the original contract shall remain unchanged..

Passed and adopted at a regular meeting of the Board of County Commissioners held at the Cumberland County Administration Building, 164 West Broad Street in Bridgeton, New

Jersey on Tuesday, July 15, 2025 at 6:00 p.m., prevailing time.

RESULT:	ADOPTED [6 TO 0]
MOVER:	Arthur Marchand, Deputy Director
SECONDER:	Antonio Romero, Commissioner
AYES:	Austino, Albrecht, Romero, Taylor, Marchand, Sauro
EXCUSED:	Victoria Groetsch-Lods



Vineland, New Jersey

RESOLUTION NO. 2025-_____

RESOLUTION EXERCISING OPTION TO EXTEND CONTRACT
C24-0129 FOR SUPPLYING AND LAYING HOT MIX ASPHALT.

WHEREAS, on September 10, 2024, City Council adopted Resolution No. 2024-416, awarding open-end contract to South State, Inc., Bridgeton, NJ for Supplying and Laying Hot Mix Asphalt, for the contract period September 1, 2024 through August 31, 2025: and

WHEREAS, the contract awarded through the Cumberland County Cooperative Pricing System, Identifier #181-CCCCPS, BID #24-28, provided for an option to extend for one additional year; and

WHEREAS, the County through resolution has exercised the option to extend the contract for the additional one (1) year and as such, the City’s Purchasing Agent is recommending that the City exercise said extension for the period September 1, 2025 through August 31, 2026, at the same terms and conditions of the original contract, based on the quoted price as follows:

<u>Pick-up</u>	<u>Supply/Lay</u>	<u>Milling</u>
\$90.00/ton	\$130.00/ton	\$10.00/sy

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Vineland that the Purchasing Agent is hereby authorized and directed to issue an extension to Contract No. C24-0129, Resolution No. 2024-416, issued to South State, Inc., Bridgeton, NJ for supplying and laying Hot Mix Asphalt for the period September 1, 2025 through August 31, 2026, at the same terms and conditions of the original contract.

Adopted:

President of Council

ATTEST:

City Clerk



REQUEST FOR RESOLUTION FOR CONTRACT RENEWAL

1. GOODS OR SERVICES (DETAILED DESCRIPTION): Supply & laying Hot Mix Asphalt
2. CONTRACT NUMBER: C24-0129
3. TYPE: ☐ ORFP ☐ ORFQ ☒ BID NUMBER: Cumberland Cty. Co-op Bid 24-28
4. RENEWAL AMOUNT TO BE AWARDED: \$90.00/ ton pick-up \$130.00/ton supply-lay \$10.00/sy milling
- ☐ ENCUMBER TOTAL AWARD ☒ ENCUMBER BY SUPPLEMENTAL RELEASE
5. BUDGETED ITEM: ☐ YES ☐ NO ACCOUNT NUMBER: Various
6. CAPITAL ORDINANCE: ☐ YES ☐ NO ORDINANCE NUMBER: _____
7. TRACKING ID(S): _____ COMMODITY CODE(S): 745
8. CONTRACT PERIOD FOR RENEWAL: 9-1-25 to 8-31-26
9. DATE TO BE AWARDED: 9-9-25
10. VENDOR NAME AND ADDRESS: South State, Inc., 202 Reeves Rd., Bridgeton, NJ 08302
11. APPROVED BY: Jeanine N. Meneghetti
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
12. PURCHASING APPROVAL: *Jeanine N. Meneghetti* 8-21-25
SIGNATURE AND DATE
13. FINANCE APPROVAL: *Norma Feliciano-Bailey* 08/22/25
SIGNATURE AND DATE
14. ATTACHMENTS: ☒ AWARDDING RENEWAL ☐ OTHER: _____

COPY TO:
PurchasingOffice@vinelandcity.org



**Cumberland County
Board of County Commissioners**

164 West Broad Street
Bridgeton, NJ 08302



**ADOPTED
RESOLUTION 2025-394
Meeting: July 15, 2025 6:00 PM**

**RESOLUTION EXERCISING 1ST AND FINAL OPTION TO RENEW
CONTRACT FOR SUPPLYING AND LAYING HOT MIX ASPHALT FOR
THE CUMBERLAND COUNTY PUBLIC WORKS DEPARTMENT AND
THE CUMBERLAND COUNTY COOPERATIVE CONTRACT
PURCHASING SYSTEM IDENTIFIER #181-CCCCPS, BID #24-28
(SOUTH STATE, INC. - \$198,040)**

WHEREAS, on August 20, 2024, this Board duly adopted Resolution 2024-475, Resolution Awarding A Contract For Supplying And Laying Hot Mix Asphalt For The Cumberland County Public Works Department And The Cumberland County Cooperative Contract Purchasing System Identifier #181-CCCCPS, Bid #24-28 (South State, Inc.); and

WHEREAS, the Director of Purchasing has advised that it is necessary to exercise the 1st and final option to renew the contract for an additional one (1) year through to August 31, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CUMBERLAND, as follows:

That this Board hereby authorizes an amendment to Resolution 2024-475 exercising the 1st and final option to renew said contract in the amount of \$198,040 for an additional one (1) year term through to August 31, 2026. All other terms and conditions of the original contract shall remain unchanged.

Passed and adopted at a regular meeting of the Board of County Commissioners held at the Cumberland County Administration Building, 164 West Broad Street in Bridgeton, New Jersey on Tuesday, July 15, 2025 at 6:00 p.m., prevailing time.

RESULT:	ADOPTED [6 TO 0]
MOVER:	Arthur Marchand, Deputy Director
SECONDER:	Antonio Romero, Commissioner
AYES:	Austino, Albrecht, Romero, Taylor, Marchand, Sauro
EXCUSED:	Victoria Groetsch-Lods



Vineland, New Jersey

RESOLUTION NO. 2025-_____

RESOLUTION AUTHORIZING A VINELAND REVOLVING LOAN FUND LLC GRANT TO THE VINELAND DEVELOPMENT CORPORATION TO BE USED FOR THE ACQUISITION OF CERTAIN PROPERTY IN THE CITY OF VINELAND KNOWN AS 625-627 E. LANDIS AVENUE BLOCK 4002, LOT 9 ON THE TAX MAP OF THE CITY OF VINELAND.

WHEREAS, the Vineland Development Corporation is the owner of the Vineland Public Market located at 631 E. Landis Avenue.

WHEREAS, the Vineland Development Corporation has determined that the conversion to, and the use of, the Vineland Public Market as a convention center for the hosting of conventions, expositions, film productions and special events, is the best use of the property, and will promote economic revitalization of Landis Avenue and center city Vineland.

WHEREAS, separate rooms for individual meetings, lectures and related activities will greatly assist in the marketing of the convention center.

WHEREAS 625-627 E. Landis Avenue is immediately adjacent to the Landis Marketplace, 631 E. Landis Avenue and is suitable for the creation of the separate rooms.

WHEREAS the owner of 625-627 E. Landis Avenue has offered the property for sale for \$300,000.00.

WHEREAS the Loan Committee of the Vineland Revolving Loan Fund LLC has approved a grant in the amount of \$300,000 plus closing costs to the Vineland Development Corporation to be used for the purchase of 625-627 E. Landis Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland, based on the recommendation of the Vineland Revolving Loan Fund, LLC, hereby authorizes a grant from the Vineland Revolving Loan Fund, LLC to the Vineland Development Corporation in the amount of \$300,000.00 plus closing costs to be used for the purchase of 625-627 E. Landis Avenue.

Adopted:

President of Council

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION APPROVING VINELAND REVOLVING LOAN FUNDS FOR BOYS AND GIRLS CLUB OF CUMBERLAND COUNTY (OR ASSIGNS).

WHEREAS, the Vineland Revolving Loan Fund, LLC Committee has submitted a proposal dated August 26, 2025, for use of Vineland Revolving Loan funds for Boys and Girls Club of Cumberland County (or assigns); and

WHEREAS, it is considered to be in the best interest of the City of Vineland and the community in particular that Vineland Revolving Loan Funds be utilized for the above-mentioned project; now, therefore,

BE IT RESOLVED by the City Council of the City of Vineland that said Council does hereby approve the use of Vineland Revolving Loan Funds for the following project, in accordance with the proposal submitted by the Vineland Revolving Loan Fund, LLC Committee:

To: Boys and Girls Club of Cumberland County \$40,000.00

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute all documents associated with this loan.

Adopted:

President of Council

ATTEST:

City Clerk

MEMORANDUM



TO: City Council President and Members

FROM: Vineland Revolving Loan Fund, LLC

SUBJECT: **Applicant:** Boys and Girls Club of Cumberland County
Loan Amount: \$40,000.00

DATE: August 26, 2025

Dear Council President Spinelli, Councilmen English, Gomez, Vargas, and Councilwoman Arthur:

On behalf of the Vineland Revolving Loan Fund Committee, please accept this letter recommending a commitment be given to the above applicant for a Vineland Revolving Loan Fund, LLC loan in the amount as stated herein above.

Please note that the committee finds that the purpose of the loan meets the criteria set forth in the Statute made and provided governing Urban Enterprise Zones. The Committee further finds that the loan will promote economic development, creation/retention of jobs, and/or tax ratable(s) that will benefit the City of Vineland.

Further, please note that the loan would be properly protected in that the pledged collateral has a net value which equals or exceeds the amount of the requested funding.

Respectfully submitted,



Sandra Forosisky
Director of Economic Development

SF/fd

cc: Frank DiGiorgio
file



VINELAND REVOLVING LOAN FUND, LLC LOAN COMMITTEE LOAN PROPOSAL

Date: July 31, 2025

Borrower Name and Address (s): Boys and Girls Club of Cumberland County
1370 S. Main Road, Suite #1106
Vineland, NJ 08360

Request: \$40,000 commercial term loan – permanent financing for repairs and improvements to a building utilized for the operations of the Boys and Girls Club of Cumberland County.

Interest Rate: 5.00%

Term of Loan: 10 Years

1. BACKGROUND: Boys and Girls Club of Cumberland County (“BGC” or the “Company”) provides mentor programs that provide educational, cultural, and recreational opportunities to at-risk youth. The goals of the programs are to provide children with a safe and fun place to meet where they can learn social skills, have nutrition, educational training and exercise opportunities. Training with computers, tutoring, and career counseling is provided. In addition, an important goal is to promote volunteerism in the community. BGC is a 501 C-3, Non-Profit Corporation, formed in 2004. Christopher Volker is the Executive Director and has been involved with this organization for over eighteen years. BGC receives funding from various grant sources as well as through fundraising activities.

On July 1, 2015, the Bay Atlantic Federal Credit Union, formerly Kimble Federal Credit Union, conveyed to the BGC, the property located at 560 Crystal Avenue, Vineland, NJ as a donation. The BGC utilizes this facility, a former banking branch and office building, as its headquarters as well as for program services. This facility has allowed the BGC to have physical office space and to save on lease expense relating to rentals of program service space from third parties allowing for a more efficient operation as well as owning a building location.

The property located at 560 Crystal Avenue, Vineland, NJ was renovated after it was turned over to the BGC. Recently, the BGC has encountered a roof problem which have resulted in ceiling issues etc. As a result, it is seeking to address the matter with a loan from the VRLF to replace areas and repair the roof as necessary. VRLF has assisted this organization in the past with loans.

1a. PROJECT: The subject loan request is for assistance to complete building improvements (roof). Documentation provided demonstrates that improvements in the form of roofing will total approximately \$40,000 and is necessary to maintain the building. The closing costs estimated to be \$1,000. Below is a breakdown of the sources of funds.

<u>Uses</u>		<u>Sources</u>	
Roofing	\$ 40,000	Borrower	\$ 1,000
Closing Costs / Misc.	1,000	VRLF	40,000
Total Uses	\$ 41,000	Total Sources	\$ 41,000

2. COLLATERAL:

- a.) Third position mortgage lien on the real estate located at 560 Crystal Avenue, Vineland, Cumberland County, New Jersey a/k/a Block 2328, Lot 2,
- b.) Assignment of Rents and Leases,
- c.) UCC – 1 Filing and Security Agreement (Cumberland County Filing),
- d.) UCC-1 Filing and Security Agreement (State of NJ Filing).

3. GUARANTORS: N/A.

4. LIEN POSITION: Second.

5. DOLLAR AMOUNT AND HOLDER OF PRIOR LIENS: Vineland Revolving Loan Funds, LLC (VRLF) has a Second Mortgage lien in the original amount of \$27,002. The outstanding balance on this loan is +\$21,600. The loan has been on the books as a Project Beautify forgivable loan / grant. The BGC has a line of credit with a local financial institution (Newfield National Bank) which is secured with a First Mortgage. Previous VRLF loans have been paid off and handled satisfactorily.

6. SIZE OF PARCEL: +-1.21 acres.

7. IMPROVEMENTS THEREON: 2,025 sq. ft. masonry block building comprised of one story on 1.2 acres of land inclusive of an attached canopy. Building constructed in 1973, former site of Bay Atlantic Credit Union (formerly Kimble Credit Union). Service by natural gas. No visible environmental conditions.

8. LOCATION OF PROPERTY: 560 Crystal Avenue, Vineland, Cumberland County, New Jersey
a/k/a Block 2328, Lot 2.

9. APPRAISAL INFORMATION: The property is real estate tax exempt in 2016. However, for valuation purposes, the City of Vineland's assessed valuation is as follows:

Land	\$138,100	Existing VRLF Loan Balance	\$ 21,600 (Project Beautify 2 nd Mtg.)
Building	191,900	Existing Newfield Bank Line	50,000 (1st Mortgage)
Total Value	\$330,000	Proposed VRLF Loan	40,000 (3rd Mortgage)
		Total Loan Balances	\$111,600

Based on the above, the LTV would equal +34%.

LTV = 34%

10. FINANCIAL:

11. SUBSTANTIATION: LTV = 34%, DSCR = 2.06x.

- Assist a local service provider with improvements to facility.
- Service organization provides services to at-risk, local youth.

12. RECOMMENDATION:



Vineland, New Jersey

RESOLUTION NO. 2025-_____

RESOLUTION AMENDING RESOLUTION NO. 2025-337 APPROVING
FORGIVABLE LOAN(S) FROM FIRST GENERATION ENTERPRISE
ZONE FUNDS FOR PROJECT BEAUTIFY.

WHEREAS, on July 15, 2025, Vineland City Council passed Resolution No. 2025-337 approving a Project Beautify forgivable loan to North Cypress Rentals, among others, in the amount of \$50,000.00 for exterior improvements to 614 E. Landis Avenue and 616 E. Landis Avenue.

WHEREAS, as the forgivable loan covers exterior improvements to two (2) properties, North Cypress Rentals LLC has requested that the loan amount be increased to reflect that it would be responsible for ten percent (10%) of the total cost and not limited to \$50,000.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland that Resolution No. 2025-337 be amended to increase the Project Beautify forgivable loan to North Cypress Realty from \$50,000.00 to \$59,509.21, as further described on the attached approval letter.

BE IT FURTHER RESOLVED that the Department of Finance is authorized to issue checks, from the funds earmarked for Project Beautify to North Cypress Realty LLC in the amount of \$59,509.21 and to amend Purchase Order No. 25-04646 to make consistent with this Resolution.

BE IT FURTHER RESOLVED that \$59,509.21 to North Cypress Rentals LLC, upon submission of invoices evidencing work completed, provided that the UEZ certified business remains in compliance with all of the terms and conditions of the Program and the project approval, and has executed a forgivable mortgage, note, and personal/corporate guarantees, upon the terms and conditions otherwise similar to other UEZ loans.

Adopted:

President of Council

ATTEST:

City Clerk



Project Beautify

7/1/2025

Business Name: North Cypress Rentals, LLC
Address: 614&616 East Landis Avenue
Vineland, NJ 08360

Vendor ID:

Granted Work:	South Shore Seal Coating Parking Lot (614&616)	\$ 31,250.00	*prevailing wage
	South Shore Seal Coating Painting and Rear Door (616)	\$ 15,120.00	
	Ashmen Installations (614)	\$ 9,182.28	
	Ashmen Installations (616)	\$ 9,907.85	
	Total Project Cost:	\$ 65,460.13	

Total Project Cost:	\$ 65,460.13
Total Grant Awarded (\$50,000 max.):	\$ 59,509.21
10% Business Match Requirement:	\$ 5,950.92

Approval:

Amending Resolution 2025-337 to increase the grant amount and PO 25-04646 to North Cypress Rentals, LLC \$59,509.21

* Please note this is for two separate properties same owner 614 East Landis Avenue and 616 East Landis Avenue

Business owner was made aware and give copies of all pertaining documents related to Project Beautify. Owner has agreed to comply with all federal, state, and local laws and regulations to the extent that are such applicable.



Vineland, New Jersey

RESOLUTION NO. 2025- 445

RESOLUTION AMENDING RESOLUTION NO. 2025-337 APPROVING
FORGIVABLE LOAN(S) FROM FIRST GENERATION ENTERPRISE
ZONE FUNDS FOR PROJECT BEAUTIFY.

WHEREAS, on July 15, 2025, Vineland City Council passed Resolution No. 2025-337 approving a Project Beautify forgivable loan to 717 Elmer Street Company, LLC, among others, in the amount of \$17,900.00 for exterior improvements to 717 E. Elmer Street.

WHEREAS, based on Resolution 2025-337, the Department of Finance has issued a check in the amount of \$16,272.73 to 717 Elmer Street Company, LLC.

WHEREAS the actual cost of the improvements were \$19,365.00 of which (after deducting the Borrower's 10% contribution) \$17,604.55 is subject to the Project Beautify forgivable loan.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland that Resolution No. 2025-337 be amended to approve a Project Beautify forgivable loan to 717 Elmer Street Company, LLC in the amount of \$17,604.55.

BE IT FURTHER RESOLVED that the Department of Finance is authorized to issue an additional check, from the funds earmarked for Project Beautify to 717 Elmer Street Company LLC in the amount of \$1,331.82 and to amend Purchase Order No. 25-04645 to make it consistent with this Resolution.

BE IT FURTHER RESOLVED that disbursement of the additional \$1,331.82 to 717 Elmer Street Company LLC, upon submission of invoices evidencing work completed, provided that the UEZ certified business remains in compliance with all of the terms and conditions of the Program and the project approval, and has executed a forgivable mortgage, note, and personal/corporate guarantees, upon the terms and conditions otherwise similar to other UEZ loans.

Adopted:

President of Council

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION APPROVING SURETY REDUCTION, RELEASE
OR RENEWAL AS SUBMITTED BY THE CITY ENGINEER.

WHEREAS, pursuant to N.J.S.A. 40:55D-53 and a report submitted by the City of Vineland Engineer dated August 26, 2025, a surety reduction, release or renewal is hereby requested.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that:

1. Requests for Surety Release as submitted by the City of Vineland Engineer are hereby approved for:
 - BME Event Group, S. Delsea Drive, Project No. PBA-24-00057
2. Pursuant to N.J.S.A. 40:55D-53, the City Clerk of the City of Vineland is hereby authorized and directed to notify the obligor of the action taken by City Council as set forth above.

Adopted:

President of Council

ATTEST:

City Clerk



REPORT TO: Mayor and City Council
FROM: Rickie Caudill, Supervising Engineer
DATE: 8/26/2025

RE: Surety Report

The Engineering Division has conducted an on-site inspection of the following projects to determine compliance with required site improvements and has prepared the following report:

SURETY RELEASE:

1. BME Event Group, 1554 S. Delsea Dr., Block 5603, Lot 3
Project No. PBA-24-00057

Mailing Address: Mr. Michael Robinson, Esq.
2057 Wheaton Ave
Millville, N.J. 08332

Type of Surety: Check No. 30 for \$21,000.00
Check No. 31 for \$7,200.00

Surety Expired: N/A

Since all the required improvements are complete for the above project, it is recommended that City Council release the surety in its entirety.

Sincerely,

Rickie Caudill, P.E.
Supervising Engineer

RC/lk

cc: City Clerk
Finance Dept.



SURETY ESTIMATE FOR PRIVATELY-OWNED PERIMETER LANDSCAPING BUFFER

Location: 1554 S. Delsea Drive (Block 5603, Lot 3)
 Project: BME Event Group
 Project #: PBA-24-00057

Made by: RLC Date: 3/6/2025
 Checked by: AR Date: 8/9/2025

Improvement Description	Unit	Quantity	U-Price	Total Amount	Date-Inspect	%Complete	Balance
LANDSCAPING							
Seeding	SY		\$1.00	\$0.00	8/9/2025	100%	\$0.00
Shade Trees	EA	32	\$500.00	\$16,000.00	8/9/2025	100%	\$0.00
Shrubs	EA	24	\$30.00	\$720.00	8/9/2025	100%	\$0.00
Grasses	EA	42	\$20.00	\$840.00	8/9/2025	100%	\$0.00
SUBTOTAL				\$17,560.00			\$0.00
Additional 20% Contingency			0.20	\$3,512.00			\$0.00
TOTAL SURETY				\$21,072.00			\$0.00
BOND FOR:				\$21,000.00			\$0.00

Per MLUL (40:55D-53.e(1)), 30% to be retained \$6,300.00

Any and all estimate items that have been noted above as 100% complete are so noted solely for the purposes of estimation and do not constitute full acceptance of such item(s). The City of Vineland reserves the right to seek additional performance relating to such item(s) and/or reduce the completion

100% Complete - AR

SURETY ESTIMATE FOR SITE SAFETY AND STABILIZATION

Location: 1554 S. Delsea Drive (Block 5603, Lot 3)
 Project: BME Event Group
 Project #: PBA-24-00057

Made by: RLC
 Checked by: AR

Date: 3/6/2025
 Date: 8/9/2025

Improvement Description	Unit	Quantity	U-Price	Total Amount
Total Performance Surety Cost Estimate	LS	1	\$188,800.00	\$188,800.00
Bond for Initial Cost of \$100,000.00	LS	1	\$5,000.00	\$5,000.00

Improvement Description	Amount Applied	Percentage Applied (%)	Bond Cost Applied	Cumulative Bond Subtotal
Bond for Improvement Costs Exceeding \$100,000.00 and Lower than \$1,000,000.00	\$88,800.00	2.5%	\$2,220.00	\$7,220.00

Improvement Description	Amount Applied	Percentage Applied (%)	Bond Cost Applied	Cumulative Bond Subtotal
Bond for Improvement Costs Exceeding \$1,000,000.00	\$0.00	1.0%	\$0.00	\$7,220.00
TOTAL SURETY				\$7,220.00
BOND FOR:				\$7,200.00

100% Complete - AR



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION APPROVING CHARGE AGAINST VARIOUS LAND FOR LAND CLEARANCE AND AUTHORIZING SAID CHARGE TO BECOME A LIEN UPON SUCH LAND AND TO BE ADDED TO AND BECOME A PART OF THE TAXES TO BE ASSESSED AND LEVIED UPON SUCH LAND.

WHEREAS, Ordinance No. 1127 provides for the Removal or Destruction of Brush, Weeds, and Other Obnoxious Growth, Filth, Garbage, Trash and Debris, by the Owner or Tenant of Lands Lying Within the City of Vineland, within ten (10) days after notice to remove or destroy the same; providing for the removal or destruction of brush, weeds, other obnoxious growth, filth, garbage, trash and debris by the City Engineer, or the Director of Licenses & Inspection or their designee where said owner or tenant shall have refused or neglected to remove or destroy same; and providing penalties for the violation of said Ordinance; and

WHEREAS, the following owners were notified pursuant to the provisions of Ordinance No. 1127 to have said lot cleared:

1. Fausto Santa, Vineland, NJ, owner of property located at 22 South Third Street, designated as Block 3802, Lot 13;
2. Battle Invest Prop LLC c/o Family Foot, Swedesboro, NJ, owner of property located at 1160 E. Landis Avenue, designated as Block 3108, Lot 15;
3. Ligia Caino Torres Est., Vineland, NJ, owner of property located at 2691 E Landis Avenue, designated as Block 4501, Lot 1;
4. Daniel Abrams, Vineland, NJ, owner of property located at 1365 Roosevelt Boulevard, designated as Block 6306, Lot 26;
5. Darji Investments LLC, Sicklerville, NJ, owner of property located at 716 E Plum Street, designated as Block 3013, Lot 17;
6. Nora Weeks Fleischer, Vineland, NJ, owner of property located at 3766 S Lincoln Avenue, designated as Block 7108, Lot 11;
7. Marilyn Jourdan Est., Vineland, NJ, owner of property located at 1173 New Pear Street, designated as Block 3107, Lot 6;
8. Joseph M. Cifaloglio, Vineland, NJ, owner of property located at 1671 Fiocchi Drive, designated as Block 1801, Lot 37, and

WHEREAS, said owners refused and/or neglected to have the lots cleared after proper notification was given pursuant to Sections 2 and 3 of the Ordinance; and

WHEREAS, the Business Administrator has been notified that said lots were cleared by City forces; and

WHEREAS, Ordinance No. 1127 provides under Section 5 that in all cases where such conditions are abated by the City Engineer or the Director of Licenses & Inspection or their designee shall certify the cost thereof to the Council of the City of Vineland, which shall examine the certificate, and, if found correct, shall cause the cost as shown thereon to be charged against such land.

The amount so charged shall forthwith become a lien upon such land and shall be added to and become a part of the taxes next to be assessed and levied upon such land, 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

WHEREAS, the total amount of the charges to be assessed against such land for the cost of labor and equipment in connection with this lot clearances provided by the City of Vineland is as follows:

	<u>Labor/Equip</u>	<u>Code Enf.</u>	<u>Bus. Adm.</u>	<u>Tax Collector</u>	<u>Legal</u>	<u>Total</u>
1. 22 S. Third St	\$ 250.00	\$ 45.61	\$ 17.77	\$ 131.61	\$ 87.43	\$ 532.42
2. 1160 E Landis Ave	\$ 350.00	\$ 66.69	\$ 17.77	\$ 131.61	\$ 87.43	\$ 653.50
3. 2691 E Landis Ave	\$ 350.00	\$ 66.69	\$ 17.77	\$ 131.61	\$ 87.43	\$ 653.50

		<u>Labor/Equip</u>	<u>Code Enf.</u>	<u>Bus. Adm.</u>	<u>Tax Collector</u>	<u>Legal</u>	<u>Total</u>
4.	1365 Roosevelt Blvd	\$ 350.00	\$ 46.83	\$ 17.77	\$ 131.61	\$ 87.43	\$ 633.64
5.	716 E Plum St	\$ 250.00	\$ 66.69	\$ 17.77	\$ 131.61	\$ 87.43	\$ 553.50
6.	3766 S Lincoln Ave	\$ 350.00	\$ 66.69	\$ 17.77	\$ 131.61	\$ 87.43	\$ 653.50
7.	1173 New Pear St	\$ 800.00	\$ 66.69	\$ 17.77	\$ 131.61	\$ 87.43	\$ 1,103.50
8.	1671 Fiocchi Dr	\$ 250.00	\$ 31.47	\$ 17.77	\$ 131.61	\$ 87.43	\$ 518.28

TOTAL: \$ 5,301.84

BE IT RESOLVED by the Council of the City of Vineland that said charges have been found to be correct and the cost shown thereon is to be charged against said lands as stated above. The amount so charged shall forthwith become a lien upon such lands 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 copy of this Resolution with the Tax Collector of the City of Vineland.

Adopted:

President of Council

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025- 448

A RESOLUTION CANCELING GRANTS RECEIVABLE
BALANCES AND UNENCUMBERED BALANCES OF
GRANT APPROPRIATION RESERVES

WHEREAS, certain Grants Receivable and Grant Appropriation Reserve account balances are available and recommended for cancellation.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Vineland, that the CFO of the City of Vineland is hereby authorized and directed to cancel the Unencumbered balances of the Grant Appropriation Reserves and Grants Receivable Balances as follows:

G-02-57-881-2022-45400	VRLF - ECONOMIC DEVELOPMENT STAFF 2022	178,588.78
G-02-57-881-2023-45400	VRLF - ECONOMIC DEVELOPMENT STAFF 2023	30,058.50
G-02-57-881-2024-45400	VRLF - ECONOMIC DEVELOPMENT STAFF 2024	80,524.31
G-02-57-881-2024-30100	UEZ AUTH-ADMIN BUDGET - FY2024	0.56
G-02-57-881-2024-30200	UEZ AUTH-LANDIS AVE PROJECT 2024 Yr 2	0.89
G-02-57-881-2024-45201	VRLF-UEZ CORP EMPL(MLVL) 2024 - SAL/FRNG	7,836.04
G-02-57-881-2024-45800	VRLF - VDID 2024	7,923.37
G-02-56-500-2012-31200	CEZ-OWN PAYMENT ASSISTANCE	6,137.07
G-02-56-500-2012-31600	VINELAND COMM SCHOOL PROJECT	0.30
G-02-57-881-2007-14200	UEZ GRANT-07-44-FAÇADE IMP PROGRAM	2,457.73
G-02-57-881-2009-40503	UEZ GRANT-09-195 DEPARTMENT SUPPLIES	0.63
G-02-57-881-2009-40601	UEZ GRANT-09-196-SALARIES & WAGES	0.89
G-02-56-800-2012-63100	NJ DOT-ELMER RD RESURFACING STP-1021	0.83
G-02-57-511-2024-11000	NJDCA-LEAD REMEDIATION & ABATEMENT(LRAP)	2,000,000.00
G-02-58-716-2024-31005	CUMB CO PROSECUTOR-POLICE YOUTH INITIATI	407.93
		<u>2,313,937.83</u>

Adopted:

President of Council

ATTEST:

City Clerk



Vineland, New Jersey

RESOLUTION NO. 2025-_____

A RESOLUTION AWARDDING A CONTRACT TO COPPOLA SERVICES INC., 28 EXECUTIVE PARKWAY, RINGWOOD, NJ FOR CLEARWELL'S #2 AND #3 IMPROVEMENTS, IN THE AMOUNT NOT TO EXCEED \$1,566,300.00.

WHEREAS, the City of Vineland has heretofore advertised for bids for Clearwell's #2 and #3 Improvements, COV BID #2025-22, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on August 21, 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 September 2, 2025 submitted a written report and tabulation of the bids received and has recommended that a contract for the Clearwell's #2 and #3 Improvements, be awarded to Coppola Services Inc., 28 Executive Parkway, Ringwood, NJ in the total amount not to exceed \$1,566,300.00, 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 Clearwell's #2 and #3 Improvements, COV BID #2025-22, be and the same is awarded to Coppola Services Inc., 28 Executive Parkway, Ringwood, NJ and their total bid in the amount of \$1,566,300.00, 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 City Chief Financial Officer has certified that the funds for the contract to be awarded herein are available.

Adopted:

President of Council

ATTEST:

City Clerk



September 2, 2025

REPORT TO: THE MAYOR AND COUNCIL

RE: Proposals Submitted to the Purchasing Agent on 8/21/25

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 August 21, 2025.

CLEARWELL'S #2 AND #3 IMPROVEMENTS, COV BID #2025-22

It is the recommendation of the Director of Municipal Utilities, which has the concurrence of the Purchasing Agent and the Business Administrator that a contract be awarded to the lowest responsive responsible bidder, Coppola Services Inc., 28 Executive Parkway, Ringwood, NJ, in the total amount of \$1,566,300.00.

We trust that the above recommendation will receive your favorable consideration and that the recommended resolutions will be adopted as presented.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert E. Dickenson, Jr.", is written over the typed name below.

Robert E. Dickenson, Jr.
Business Administrator

/wr



BID EVALUATION FORM – AWARDING

DEPARTMENT: Water Utility DATE: 08/28/25

The undersigned recommends that a contract be awarded for the following:

1. BID TITLE: Clearwell's #2 & #3 Improvements

2. BID NUMBER: 2025-22

3. AMOUNT TO BE AWARDED: \$1,566,300.00

☒ ENCUMBER TOTAL AWARD ☐ ENCUMBER BY SUPPLEMENTAL RELEASE

4. ENGINEER'S ESTIMATE: \$1,000,000.00

5. AMOUNT BUDGETED: \$ \$1,600,000.00

6. ACCOUNT NUMBER TO BE CHARGED: C-08-00-000-2522-76001

7. TRACKING ID: N/A COMMODITY CODE: Class 951 - Sub Class 15

8. DATE BIDS RECEIVED: August 21, 2025

9. DATE TO BE AWARDED: September 9, 2025

10. CONTRACT PERIOD (IF APPLICABLE): N/A

11. RECOMMENDED VENDOR NAME AND ADDRESS: Coppola Services Inc.
28 Executive Parkway, Ringwood, NJ 07456

12. IS RECOMMENDED VENDOR APPARENT LOWEST BIDDER? ☒ Yes ☐ No

13. COMMENTS/SPECIAL INSTRUCTIONS: N/A

14. EVALUATION PERFORMED BY: William G Kennedy - Ext 4757
(NAME, TITLE AND EXTENSION NUMBER)

15. APPROVED BY: Joseph J Prato *[Signature]* *[Signature]*
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

16. ATTACHED: (CHECK-OFF LIST)

- ☒ Tabulation of Bids
☐ Justification for Recommendation (if applicable)
☐ Evaluation Data (if applicable)

Additional Account Numbers, if necessary

COPY TO:
PurchasingOffice@vinelandcity.org

PURCHASING AGENT RECOMMENDATION AWARD
COV BID # 2025-22

Proposals were received and opened on Thursday, August 21, 2025, at 2:00 PM for Clearwell's #2 & 3 Improvements from the following:

	Base	Alt. No. 1
Coppola Services, Inc.:	\$1,418,000.00	\$148,300.00
Clyde N. Lattimer & Son Constr. Co. Inc.:	\$1,624,000.00	\$122,500.00
J. Fletcher Creamer & Son. Inc.:	\$1,714,880.00	\$187,025.00

Comments: All bidders had all the necessary paperwork.

Recommendation: Award can be made to Coppola Services, Inc. as they submitted the lowest responsive and responsible bid, and if the department has more funds to award, since it was over the engineer's estimate.

Jeanine N. Meneghetti, QPA
Purchasing Agent

TAB

TABULATION OF BIDS			
CLEARWELL'S #2 & 3 IMPROVEMENTS			
COV BID 2025-22			
AUGUST 21, 2025			
Engineers estimate: \$1,000,000.00			
	Coppola Services, Inc.	Clyde N. Lattimer & Son	J. Fletcher Creamer &
	28 Executive Pkwy	Constr. Co. Inc.	Son, Inc.
	Ringwood, NJ 07456	228 N. Rte. 73	101 E. Broadway
		Berlin, NJ 08009	Hackensack, NJ 07601
BB, CAC, CEC	BB 10%	BB 10%	BB 10%
Surety	YES	YES	YES
Ownership Discloser	YES	YES	YES
Affir. Action Plan	YES	YES	YES
Check List	YES	YES	YES
Proposal	YES	YES	YES
Subcontractors	YES	YES	YES
Addendum	YES	YES	YES
TOTAL BASE BID	\$1,418,000.00	\$1,624,000.00	\$1,714,880.00
TOTAL ALT. BID NO. 1	\$148,300.00	\$122,500.00	\$187,025.00
GRAND TOTAL	\$1,566,300.00	\$1,746,500.00	\$1,901,905.00



REMINGTON
& VERNICK
ENGINEERS

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

August 28, 2025

Mr. Joseph J. Prato
Municipal Department Head
City of Vineland Water Utility
330 E. Walnut Road
Vineland, NJ 08360

**RE: City of Vineland Water Utility
Well 2 and 3 Clearwell Rehabilitation
COV BID 2025-22
Recommendation of Award**

Dear Mr. Prato,

We have tabulated the bids received on August 21, 2025, regarding the above referenced project and find the apparent low bidder to be Coppola Services, Inc. 28 Executive Parkway, Ringwood, New Jersey 07456. We have enclosed a copy of the tabulation for your review.

In accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Coppola Services, Inc.

If the City of Vineland decides to award the Base Bid, the resolution should indicate award to Coppola Services, Inc. 28 Executive Parkway, Ringwood, New Jersey 07456, in the amount of \$1,566,300.00 representing items 1 through 21 of the Base Bid and items A1.1 through A1.3 of Alternate Bid No. 1.

In addition, the award should be contingent upon review and approval by the Municipal Attorney and funds being available.

Should you have any questions, please do not hesitate to contact me at (609) 217-9961.

Sincerely,
REMINGTON & VERNICK ENGINEERS

Joseph H. Mingle
Project Manager | Associate

Enclosures

cc: Gregory Sullivan, P.E., RVE
Jacqueline Trovato, P.E., RVE



BID TABULATION

PROJECT NAME:
VINELAND CLEARWELL IMPROVEMENTS
PROJECT NUMBER:
0614T045
CLIENT:
CITY OF VINELAND

Coppola Services, Inc.
28 Executive Parkway
Ringwood, NJ
(973) 962-1890
((BB, CS, SS, etc.))

Clyde N. Lattimer & Son
228 N. Route 73
Berlin, NJ 08009
(856) 768-3700
((BB, CS, SS, etc.))

J. Fletcher Creamer & Son, Inc.
101 E. Broadway
Hackensack, NJ 07601
(201) 488-9800
((BB, CS, SS, etc.))

BASE BID

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	GENERAL CONDITIONS, MOBILIZATION, AND DEMOBILIZATION	1	LS	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$160,000.00	\$160,000.00
2	DRAIN RESIDUAL WATER IN CLEARWELL	1	LS	\$17,000.00	\$17,000.00	\$500.00	\$500.00	\$6,000.00	\$6,000.00
3	DEMOLITION OF INTERIOR GATE VALVES	1	LS	\$8,500.00	\$8,500.00	\$750.00	\$750.00	\$9,300.00	\$9,300.00
4	DEMOLITION OF EXISTING SLAT TRAY AERATOR	1	LS	\$16,500.00	\$16,500.00	\$441,300.00	\$441,300.00	\$26,600.00	\$26,600.00
5	REMOVE AND REINSTALL LEVEL TRANSDUCER AND WATER LEVEL FLOATS	1	LS	\$6,000.00	\$6,000.00	\$500.00	\$500.00	\$16,000.00	\$16,000.00
6	DEMOLITION OF EXISTING ROOFING SYSTEM, INCLUDING FLASHING MATERIALS	4750	SF	\$37.00	\$175,750.00	\$3.50	\$16,625.00	\$30.00	\$142,500.00
7	REPAIR INTERIOR CONCRETE SPALLS (IF & WHERE DIRECTED)	150	SF	\$100.00	\$15,000.00	\$48.00	\$7,200.00	\$80.00	\$12,000.00
8	REPAIR EXTERIOR CONCRETE SPALLS (IF & WHERE DIRECTED)	250	SF	\$80.00	\$20,000.00	\$48.00	\$12,000.00	\$60.00	\$15,000.00
9	REPAIR EXTERIOR CONCRETE CRACKS (IF & WHERE DIRECTED)	30	LF	\$250.00	\$7,500.00	\$150.00	\$4,500.00	\$125.00	\$3,750.00
10	FURNISH AND INSTALL HOLLOWCORE ROOF	4750	SF	\$39.00	\$185,250.00	\$40.00	\$190,000.00	\$71.00	\$337,250.00
11	FURNISH AND INSTALL ROOFING SYSTEM INCLUDING FLASHING AND TAPERED INSULATION	4750	SF	\$84.00	\$399,000.00	\$56.30	\$267,425.00	\$67.00	\$318,250.00
12	FURNISH AND INSTALL ROOF HATCHES	3	EA	\$5,000.00	\$15,000.00	\$6,000.00	\$18,000.00	\$6,500.00	\$19,500.00
13	FURNISH AND INSTALL FLASHING FOR ALL ROOF PENETRATIONS	1	LS	\$6,995.00	\$6,995.00	\$12,000.00	\$12,000.00	\$6,600.00	\$6,600.00
14	INSTALL NEW METAL DRIP EDGE	500	LF	\$10.00	\$5,000.00	\$56.00	\$28,000.00	\$4.00	\$2,000.00
15	INSTALL NEW GUTTER AND DOWNSPOUTS	1	LS	\$6,000.00	\$6,000.00	\$18,000.00	\$18,000.00	\$3,900.00	\$3,900.00
16	FURNISH AND INSTALL FIBERGLASS DOOR	1	EA	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$13,850.00	\$13,850.00
17	FURNISH AND INSTALL STAINLESS STEEL LADDER	1	EA	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00
18	REMOVE AND INFILL LOUVERS	13	EA	\$5,385.00	\$70,005.00	\$2,900.00	\$37,700.00	\$4,260.00	\$55,380.00
19	COAT INTERIOR SURFACES	12500	SF	\$24.00	\$300,000.00	\$32.00	\$400,000.00	\$35.00	\$437,500.00
20	DISINFECT ALL INTERIOR SURFACES AND LABORATORY TESTING	1	LS	\$23,000.00	\$23,000.00	\$8,500.00	\$8,500.00	\$40,000.00	\$40,000.00
21	REPAIR INTERIOR CONCRETE SURFACE (IF & WHERE DIRECTED)	500	SF	\$30.00	\$15,000.00	\$90.00	\$45,000.00	\$70.00	\$35,000.00
21	ALLOWANCE	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
BASE BID SUBTOTAL:					\$1,418,000.00		\$1,624,000.00		\$1,714,880.00

ALTERNATE BID NO. 1

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A1.1	REPAIR INTERIOR CONCRETE SPALLS (IF & WHERE DIRECTED)	1500	SF	\$40.00	\$60,000.00	\$55.00	\$82,500.00	\$107.25	\$160,875.00
A1.2	REPAIR INTERIOR CONCRETE CRACKS (IF & WHERE DIRECTED)	100	LF	\$183.00	\$18,300.00	\$200.00	\$20,000.00	\$167.50	\$16,750.00
A1.3	PAINT EXTERIOR CONCRETE	2000	SF	\$35.00	\$70,000.00	\$10.00	\$20,000.00	\$4.70	\$9,400.00
ALTERNATE BID NO. 1 SUBTOTAL:					\$148,300.00		\$122,500.00		\$187,025.00



Vineland, New Jersey

RESOLUTION NO. 2025 – 451

A RESOLUTION AUTHORIZING THE PERSON-TO-PERSON AND PLACE-TO-PLACE TRANSFER OF ALCOHOLIC BEVERAGE PLENARY RETAIL DISTRIBUTION LICENSE NO. 0614-44-039-010 FROM R AND B BEVERAGE, LLC, TO JIYA & ISHAAN, LLC, FOR PREMISES LOCATED AT 1668 S. DELSEA DRIVE, VINELAND, NJ, EFFECTIVE SEPTEMBER 10, 2025.

WHEREAS, an application has been filed for a Person-to-Person and Place-to Place transfer of Plenary Retail Distribution License No. 0614-44-039-010, heretofore issued to R and B Beverage, LLC,; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business.

NOW, THEREFORE, BE IT RESOLVED that the City of Vineland Governing Body does hereby approve, effective September 10, 2025, the transfer of the aforesaid Plenary Retail Distribution License to Jiya & Ishaan, LLC, for premises located at 1668 S. Delsea Drive, Vineland, NJ, and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows: “This license, subject to all its terms and conditions, is hereby transferred to Jiya & Ishaan, effective September 10, 2025.”

Adopted: September 09, 2025

ATTEST:

President of Council pfs

City Clerk rgf