

RESOLUTION NO. 2023- 141

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN CHAPMAN MANUFACTURED HOUSING, INC. VINELAND, NEW JERSEY AND THE CITY OF VINELAND ACCEPTING OWNERSHIP OF A WATER MAIN EXTENSION INSTALLATION IN THE CITY RIGHT OF WAY ALONG GARDEN ROAD.

WHEREAS, the City of Vineland maintains a right of way along Garden Road for the purpose of maintaining public utilities including electric utility equipment; and

WHEREAS, Chapman Manufactured Housing, Inc, (Chapman) Vineland, New Jersey is the owner and operator of a manufactured home community located on Garden Road, Vineland (Community); and

WHEREAS, a public water utility project was begun at or near Garden Road in the vicinity of the community and Chapman has requested the City allow the Community tie in its facilities so as to provide public water to the homes within the community; and

WHEREAS, the City of Vineland has agreed to allow Chapman to tie into the City Water service provided (1) Chapman install, at its expense and under City specifications, a water main traversing Garden Road within the City's right of way, (2) the installation is acceptable to the City and, at the completion of the project the installation be turned over to the City for operation and maintenance as part of the City Water Utility; and

WHEREAS, Chapman has installed the water service within the City right of way in accordance with the City's specifications and the installation is acceptable to the City and Chapman intends upon relinquishing any right title and interest in the water main to the City and the City agrees to accept the installation and maintain the same; and

WHEREAS, the parties wish to memorialize their understanding regarding the ownership and use of the water main extension installation

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute the Water Main Extension Installation Agreement as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

WATER MAIN TRANSFER AGREEMENT

THIS WATER MAIN TRANSFER AGREEMENT is made this _____ day of March, 2023 by and between Chapman Manufactured Housing Inc. with its principal office located at 768 East Garden Road, Vineland, New Jersey (hereinafter Chapman) and the City of Vineland, a Municipal Corporation with its principal office located at 640 East Wood Street, Vineland New Jersey (City).

WHEREAS, Chapman Manufactured Housing, Inc. is the owner and operator of a manufactured home park (Park) located on Garden Road, Vineland with approximately _____ mobile homes located therein which historically have utilized a private well water system owned and operated by Chapman to provide water service to the residents thereof.

WHEREAS, the City, in conjunction with other public entities, began the construction of a water main improvement project so as to provide municipal water service to residents including residents along a portion of Garden Road, Vineland, New Jersey.

WHEREAS, Chapman requested the City to include the Park and its residents for City water service and further agreed that should the City favorably consider the request, Chapman would install and pay the cost for the installation of a water main from its connection point on North East Avenue and eastwardly down the north side of Garden Road 2005 feet to the Park, just beyond 768 East Garden Road so as to provide City water service to the Park.

WHEREAS, the City agreed to the proposal provided the installation was performed to the satisfaction and specifications of the water utility and further that upon completion, Chapman would relinquish any right and title to the installation and waive any claim to be reimbursed for the same, which was agreed to by Chapman.

NOW THEREFORE, for valuable consideration and mutual promises, Chapman and the City agree as follows:

1. The City acknowledges that Chapman installed the water main project eastwardly from North East Avenue and down the north side of Garden Road within the City's right of way in accordance with its specifications and accepts the same as being installed in a proper manner.
2. Chapman relinquishes any and all claims to the water main installation and waives any claim for any cost associated with the installation and relinquishes any right title and interest, both legal and equitable to the water main installation and any associated costs related thereto.
3. Vineland accepts the water main installation from Chapman "as is" and agrees to maintain the water main as if installed by the City without any claim present or future against Chapman, its heirs and assigns related to the water main installation.

4. Chapman agrees to hold the City harmless regarding any claim related to the installation of the water main and hereby assigns any rights it may have to claims regarding the installation by third party contractors to the City.

5. The parties further agree to waive any claims past, present and future related to the water main installation and neither party has relied upon any representation by the other regarding any future use of the water main, including whether it is able to service any future use or expansion of the Park beyond its present use.

6. Each party has adopted a Resolution authorizing the execution of this Agreement and the party signing this agreement has the full authority to bind its governing body.

Witness

City of Vineland

Clerk, City of Vineland

Anthony R. Fanucci, Mayor

Witness

Chapman Manufactured Housing, Inc.

Secretary, Chapman Manufactured Housing Inc.

Chapman, President