

RESOLUTION NO. 2023-625

RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT WITH PINELANDS CONSTRUCTION, LLC  
FOR PLACEMENT OF AN OFFICE TRAILER AT THE  
PUBLIC WORKS YARD ON WALNUT ROAD

WHEREAS, on February 14, 2023 Vineland City Council approved a five (5) year contract with Pinelands Construction, LLC beginning on January 1, 2024 for solid waste and recyclable collection service for the residents of the City;

WHEREAS, the contract required the City of Vineland to provide Pinelands with an area for parking the collection vehicles when not in use;

WHEREAS, the City has offered the use of a paved area in the Public Works yard located on Walnut Road for Pinelands Construction's use;

WHEREAS, Pinelands Construction, LLC has requested that it be allowed to place an officer trailer in the Public Work's yard near the paved area;

WHEREAS, the placement of an office trailer near the parking area for the collection vehicles will improve Pinelands Construction's efficiency of its performance under the waste management contract and will assist Pinelands Construction to better serve the residents of the City;

NOW THEREFOR, BE IT RESOLVED, by the Council of the City of Vineland that the City of Vineland is authorized to enter into an agreement with Pinelands Construction, LLC allowing Pinelands Construction, LLC to locate an office trailer at the City's Public Works Yard on the terms and conditions set forth in the attached agreement.

BE IT FURTHER RESOLVED that the Mayor of the City of Vineland is authorized to execute an agreement with Pinelands Construction in the form and substance of the agreement attached to this Resolution setting the parties relative rights and obligations relative to the office trailer to be located at the Public Works yard.

Adopted:

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President of Council

ATTEST:

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City Clerk

**AGREEMENT BETWEEN**  
**PINELANDS CONSTRUCTION, LLC**  
**AND**  
**THE CITY OF VINELAND**

This Agreement, made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by Pinelands Construction, LLC, (the “**CONTRACTOR**”), with offices located at of 300 77<sup>th</sup> Street, Sea Isle City, NJ 08243, and the City of Vineland, a municipal corporation of the State of New Jersey with offices located at 640 Wood Street, Vineland, New Jersey 08360 (the “**CITY**”).

**RECITALS:**

**WHEREAS**, on February 24, 2023 the parties entered into an agreement for Solid Waste, Bulk Items, and Recyclables Collection Services for a 5 year term beginning on January 1, 2024 and terminating on December 31, 2028 (the “Collection Agreement”);

**WHEREAS**, the Collection Agreement provided that the City would provide a site to park the collection vehicles overnight and otherwise not in use.

**WHEREAS**, the City has created a paved area in in public works yard at 1086 E. Walnut Road. The parking area is located in the rear by the back bathrooms and gas island.

**WHEREAS**, the Contractor has requested that it be allowed to locate an officer trailer on site for the comfort and convenience of its employees near the new the parking area, and has entered into an Agreement with Hale Trailers for the rental of the office trailer.

**WHEREAS**, the parties seek to formalize the verbal agreements between them concerning their respective rights and obligations relative to the office trailer.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable considerations the **CONTRACTOR** and the **CITY** hereby agree as follows:

1. The Contractor may locate an officer trailer near the new paved parking area for the collection vehicle in a manner and location that will not to obstruct access to the fuel pumps or otherwise impede movement in and about the public work’s yard. The Contractor shall be responsible for any and all costs related to or arising out of the office trailer, including, but not limited to:

- a. Rental payments and security deposits;
- b. Cost of installation including set up, tear down, step installation, blocking up and leveling the trailer;
- c. The cost of all utility services including electric, except the City will install and set up the electric service at no cost to the Contractor;
- d. Contractor is responsible for applying and paying for a meter permit for the electric service, and payment of all bills for electric service;

- e. Contractor shall be responsible for removal of the trailer upon the termination of the Collection Agreement; or in the event that the Contractor elects to discontinue the use of the trailer at 1086 E. Walnut Road or relocation of the parking area for the Collection Vehicles; and
- f. Contractor is responsible for the cost of installation and monthly fees for all communications to be used at the office trailer whether it be phone lines or internet service, and regardless of the provider. The City shall have no obligation to provide Contractor with a means of communication or allow otherwise allow Contractor access to the City's internet service.

2. The use of the parking area and the office trailer shall be subject to all the terms of the Collection Agreement, except as modified by Agreement.

3. The Contractor shall defend, indemnify and hold harmless the City, its agents, servants, employees and Officials, from and against all any and all claims, losses, injuries, and legal liability arising out of, or in any way connected with the office trailer, including, but not limited to the installation, location, removal, use, and occupancy, of the office trailer.

4. The Contractor shall name the City as an additional insured under its general liability policy as well as any insurance policy providing coverage relating to the office trailer. The Contractor shall provide the City with a Certificate of Insurance as evidence that the City is an additional named insured under said policy or policies, which cannot be revoked, cancelled, terminated or otherwise modified without thirty (30) days written notice to the City.

8. This Agreement may be executed in counterparts, each of which shall be binding against the party whose signature appears thereon. All such counterparts, together, shall consist of one and the same document. This Agreement may also 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.

CITY OF VINELAND

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Anthony Fanucci, Mayor

PINELANDS CONSTRUCTION, LLC

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Frank Edwardi, President