#### CITY OF VINELAND, NJ

#### ORDINANCE NO. 2025-<u>37</u>

ORDINANCE AUTHORIZING THE ACQUISITION OF A DRAINAGE EASEMENT BY CONDEMNATION OVER AND ACROSS THE LANDS OF JOFFE LUMBER & SUPPLY CO, INC KNOWN AS 18 BURNS AVENUE, BLOCK 7110, LOT 39.

WHEREAS, Joffe Lumber & Supply Co. Inc. is the fee simple owner of 18 Burns Avenue also known as Block 7110, Lot 39 on the Tax Map of the City of Vineland (the Property);

WHEREAS, a drainage easement across the Property, as depicted on the draft plans attached as Exhibit A, is necessary for constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, the continued operation of said drainage easement;

WHEREAS, the drainage easement is designed follow an existing stormwater ditch which runs along the eastern boundary of Block 7110, Lot 39 and acts as the headwater of the Petticoat Branch via an existing culvert under Burns Avenue;

WHEREAS, it is believed to the existing stormwater ditch follows the historic flow of stormwater, which was interrupted as some point in the past.

WHEREAS, Re-establishing this flow will reduce flooding upstream which has resulted in a detriment to upstream areas.

WHERAS, the drainage easement requires, in part, an easement across Block 7110 Lot 39 which is approximately five (5) feet in width as shown on the attached draft plans; and similar easements across the property to the east of the boundary line, which may be obtained through negotiation or condemnation.

WHEREAS, an appraisal dated February 3, 2025, but not transmitted to the City until February 25, 2025, performed by Errett Vielehr, MAI (Robert M. Sapio Real Estate Appraisal and Consulting, LLC) valued the easement across Block 7110, Lot 39 to be \$11,000;

WHEREAS, Joffe Lumber & Supply Co. was provided with a copy of the appraisal for the easement and to date has not accepted the proposed purchase of the easement for the appraised value;

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

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Solicitor of the City of Vineland, or his designee, is authorized to take any and all action that is reasonable or necessary, including the making of a good faith offer to purchase the easement for the appraised amounts and the exercise of the City's right of eminent domain, to acquire a permanent easement on, over, under, upon and across lands of Joffe Lumber & Supply Co., Inc. of approximately five (5) feet in width running along the eastern boundary line of Block 7110, Lot 39, as depicted on the attached draft plans attached as Exhibit A, for the purpose of erecting, constructing, maintaining, operating, renewing, upgrading, modifying, inspecting, protecting and the continued operation of that portion of the drainage easement running across Block 7110, Lot 3 from the Conrail tracks to the north, and the culvert under Burns Avenue to the south, together with the free right to enter and depart over and across the area of the easement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Mayor and Clerk are authorized to execute any and all documents necessary for the acquisition of a drainage easement across Block 7110, Lot 39 as depicted on the draft plans attached hereto, upon the terms and conditions set forth in the Agreement attached as Exhibit B, subject to such non-material changes as recommended by the City Solicitor.

#### CITY OF VINELAND, NJ

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

BE IT FURTHER ORDAINED, that if Joffe Lumber & Supply Co., Inc. does not timely accept the good faith offer, the Solicitor's office is authorized to initiate a condemnation action in Superior Court of New Jersey, and the filing/recording of a Notice of Taking and depositing an amount equal to the good faith offer (\$11,000) with the Court.

BE IT FURTHER ORDAINED that the City of Vineland is authorized acquire the easement for \$11,000.00 or such other price as established by the Commissioners appointed by a Court of competent jurisdiction.

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

Passed first reading: April 22, 2025		
Passed final reading: May 13, 2025		
	President of Council	pfs
Approved by the Mayor:		
	Mayor	arf
ATTEST:		
City Clerk rgf		

## **EXHIBIT A**

# UPPER PETTICOAT WATERSHED IMPROVEMENTS

BLOCK 7110, LOTS 1, 29, 33, 38, 39, & 40
CITY OF VINELAND, CUMBERLAND COUNTY, NEW JERSEY

#### **UTILITY COMPANIES**

ELECTRIC
VINELAND ELECTRIC UTILITY
415 NORTH WEST AVE.
VINELAND, NJ 08362
856-794-4000
EXT: 4294

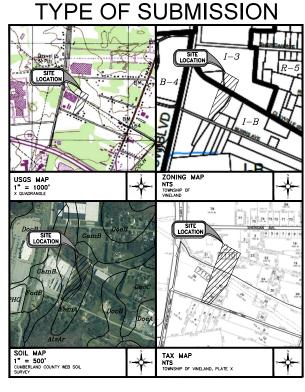
CAS COMPANY SOUTH JERSEY GAS 1 SOUTH JERSEY PLACE ATLANTIC CITY, NJ 08401 609-204-0035

PUBLIC WORKS 640 EAST WOOD ST, PO BOX 150 VINELAND, NJ 08362-1508 856-794-4000 EXT: 4348 SEWER & WATER DEPT VINELAND WATER UTILITY 330 E. WALNUT RD. VINELAND, NJ 08360 856-794-400 EXT: 4542

LANDIS SEWERAGE AUTHORITY 1778 SOUTH MILL ROAD VINELAND, NJ 08360 856-691-0551

ABLE
COMMUNICATION
846 NORTH WEST BLVD.
INELAND, NJ
156-694-6019

VERIZON 10 TANSBORO RD. BERLIN, NJ 08009 856-306-5611



#### INDEX OF SHEETS

SHT.	DESCRIPTION	ORIG. DATE LAST REV.
1.	COVER SHEET	FEB 2024
2.	EXISTING CONDITIONS AND DEMOLITION PLAN	FEB 2024
3.	GRADING 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

COVER SH

**-**5

DAVID

PREPARED BY
CONSULTING ENGINEER SERVICES
ESSONAL ENGINEER, ALAND SIRECORS
INI-CROSS KIPS ROLD, SUITE 1, SUCKERVILE, NI DOB
680, 228-2200 - IN M. (86) 222-2246 - BAUL GASGAGE-LAN
EMERCHE OF AUTHORICATION N° 1, 2446/2795, 21440000134

PREPARED BY:

## CONSULTING ENGINEER SERVICES

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



640 EAST WOOD STREET VINELAND, NEW JERSEY, 08360 (856)-794-4000



- NO DISTURBANCES NOR PLACEMENT OF MATERIALS SHALL BE PERMITTED BEYOND THE PROJECT PROPERTY LIKES WITHOUT THE WRITTEN CONSENT OF THE PROPERTY OWNER(S) INVOLVED. ANY DIA LL DAMAGE CURSED TO ADMICTS TRACINES FOR DEMOLITION OPERATIONS AND/OR STORAGE OF MATERIALS OR EQUIPMENT SHALL BE PROMPTLY REPAIRED AT NO COST TO THE OWNER.
- ANY TRENCH REPLACEMENT AND RESTORATION DONE WITHIN THE COUNTY ROAD RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE COUNTY STANDARDS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING PAVING AND CONCRETE, AS WELL AS TOPSOILING, SODDING, FERTILIZING AND SEEDING ALL AREAS DISTURBED BY HIS ACTIVITIES. ROAD PAYMENTS TEPLACEMENT AND ALL RESTORATION IN STATE ROADS SHALL MEET THE ROQUIREMENTS OF THE STATE ENGINEER.
- 8. THE USE OF EXPLOSIVES FOR DEMOLITION WILL NOT BE PERMITTED.
- THE CONTRACTOR SHALL CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS TO ENSURE MINIMAL INTERFERENCE WITH ROADS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.
- THE AREAS OF DEMOLITION SHALL BE PROTECTED TO ENSURE THE SAFE PASSAGE OF PERSONS IN THE RESPECTIVE AREAS.
- 11. ALL DEBRIS, TRASH, BUILDING REMAINS, RUBBISH, INCLUDING HAZARDOUS WASTE, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS AND/OR TOUND ON THE SITE DURING DEMOLITION OR CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

- 15. THE INSPECTION OF, OR FAILURE TO INSPECT, ANY MATERIALS OR WORKAMASHIP BY STATE, COUNTY, OR CITY OFFICIALS SHALL IN NO WAY RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITIES TO PERFORM THE WORK IN ACCORDANCE WITH APPLICABLE PLANS, SPECOFICIATIONS, AND LAWS.
- 17. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES AS SHOWN ON THE PLANS ASE APPROXIMATE AND SHOULD NOT BE RELID UPON BY THE CONTRICTION. THE CONTRICTION THE CONTRICTION UTILITIES AND THE CONTRICTION UTILITIES AND THE CONTRICTION OF THE CONT

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SOIL

TESTIPIT ELEV SHINT CW

PROPERTY OUTBOUND OUTBOUND/STREAM CENTERUNE

FLOOD PLAIN LINE EXISTING TREELINE

EXISTING LOT NUMBER - EXISTING 1' INTERVAL CONTOUR LINE - EXISTING 5' INTERVAL CONTOUR LINE

EXISTING SOIL TYPE

TEST PIT LOCATION

EXISTING UTILITY POLE W/LIGHT EXISTING UTILITY POLE W/LIGHT & SOLAR PANEL EXISTING UTILITY POLE W/SOLAR PANEL EXISTING UTILITY FOLE W/SOLAR PANEL EXISTING UTILITY GUY POLE EXISTING LIGHT

EXISTING STORM SEWER AND INLET

DISTING WATER MAIN
DISTING FIRE HYPORNIT
DISTING WATER WALVE
DISTING WATER WATER
DISTING WATER METER
DISTING WATER METER PIT
DISTING WATER METER PIT
DISTING OF DISTING CONTROL
DISTING TELEPHONE
DISTING TELEPHONE BOX
DISTING TELEPHONE BOX
DISTING TELEPHONE BOX
DISTING TELEPHONE MANHOLE

BLOCK LOT

DUISHOND/SIRDM CENTERUNE
EXISTING LOT LINE
STREAM CENTERLINE
FRESHMATER, WETLANDS BOUNDARY LINE
FRESHMATER WETLANDS TRANSITION AREA
BOUNDARY LINE

ZONING DESIGNATION

EXISTING GAS MAIN EXISTING CABLE TV EXISTING CABLE IV
EXISTING MAILBOX
EXISTING SIGN
EXISTING STREET SIGN
ZONING LIMIT LINE

SHEET MATCH LINE PROPOSED TREE LINE

> GRAPHIC SCALE SCALE: 1" = 40

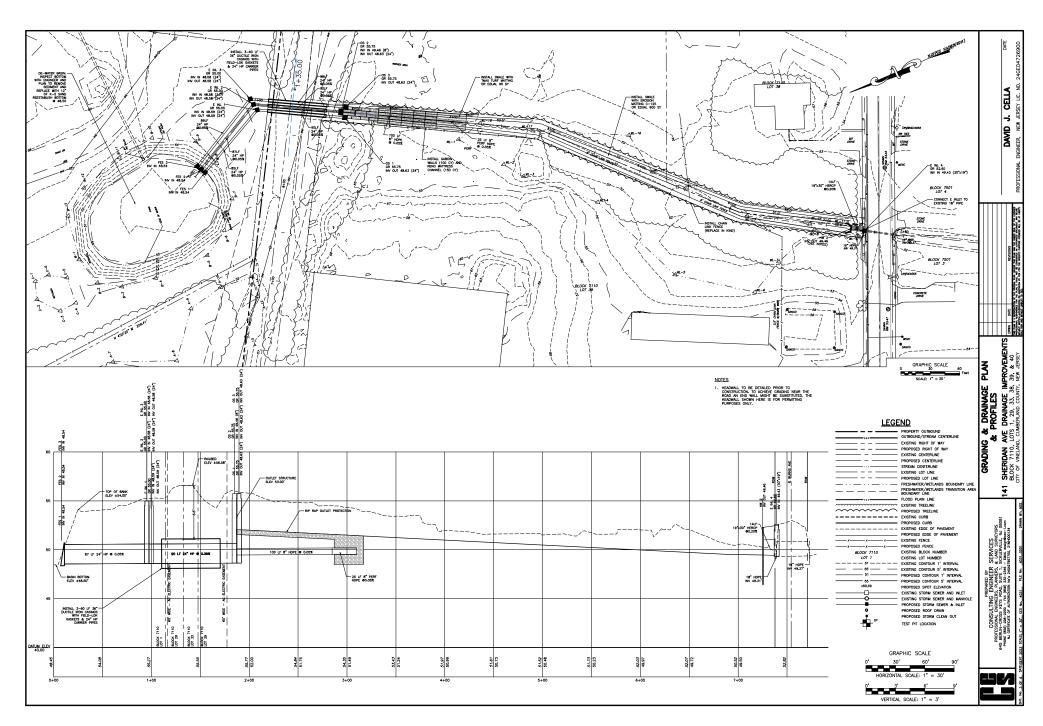
SERVICES
& LAND SURVEYORS
SICKLERVILE, N. 08081
- EMIL design@ces-1.com

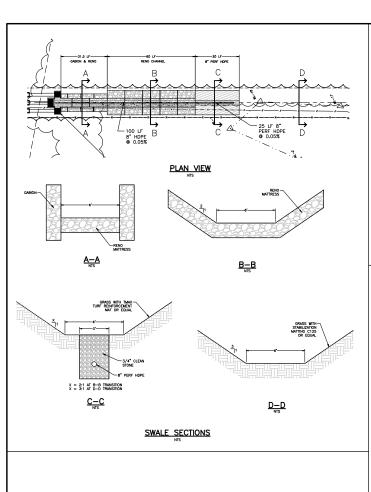
CELLA

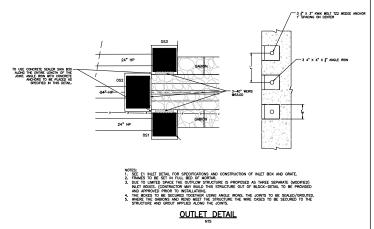
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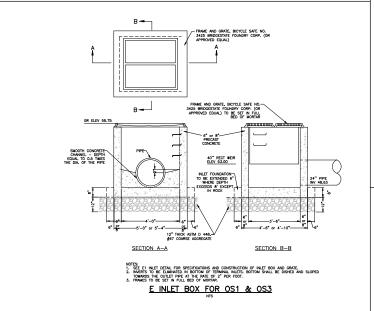
IMPROVEMENTS 38, 39, & 40 INIY, NEW JERSEY

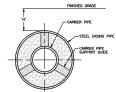
EXISTING CONDITIONS
& DEMOLITION PLAN
SHERDAN AVE DRAINAGE IMPROV
BLIOKY TITL, LOTS 1, 33, 34, 39, 4
GITY OF WHELLAND, COMBERIAND COUNTY, NEW,











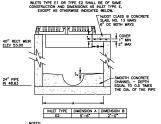
STEEL CASING PIPE SHALL CONFORM TO ASTM SPEC A252. THE EXTERIOR OF THE PIPE SHALL BE COATED WITH BITUMASTIC COMPOUND CONFORMING TO

DUCTILE IRON CASING PIPE SHALL CONFORM TO ANSI A21.51/AWWA C151.
THICKNESS CLASS SHALL BE 52. JOINTS SHALL HAVE FIELD-LOK GASKETS.

CASING & CARRIER PIPE DETAIL

GENERAL NOTES FOR PIPELINE CROSSINGS UNDER RAILROADS:

- 1. THE JACK AND BORE METHOD SHALL BE USED FOR ALL INSTALLATION
- 2. IF A MUCKNIC AUGER IS USED, THE CUTTING EDGE OF THE AUGER MUST BE KEPT A MINAMUM OF ONE (1) DUMETER OF THE CASHING BEHIND THE CUTTING EDGE OF THE CASHING. THE CUTTING HOUSE HALL NOT EXCEED THE CUTSIDE DOWNERS OF THE PIPE BY MORE THAN ONE-HALF INCH. THE USES, DOT, MARKE OR OTHER HOURS TO FACILITATE CASHIO INSERTION AND SPIOL REMOVAL IS
- 3. BORE AND JACKING CONSISTS OF PUSHING SECTIONS OF PIPE INTO POSITION WITH JACKS PLAZED AGAINST A BACKSTOP AND ECCHANION PERFORMED BY A BORNOR JUGGE ROTATION WITHIN THE PIP TO REMOVE THE SPOIL. JACKING SHALL BE IN ACCORDANCE WITH THE CURRENT ABRIEVED AND EXPRESSION ASSESSMENT AS EXPONENTIAL PROPERTY AS A PROPERTY ASSESSMENT ASSESSMENT
- BORING MUST CONTINUE ON A TWENTY-FOUR HOUR SCHEDULE UNTIL THE ENTIRE CASING HAS BEEN INSTALLED.
- 5. PITS WILL NOT BE ALLOWED WITHIN THE CONRAIL RIGHT-OF-WAY, IF WOOD SHEETING IS USED, I
- 6. THE LINE AND GRADE OF THE CASING MUST BE CHECKED CONSTANTLY DURING THE JACK!
- IF A JACK MACHINE IS USED WITH A MUCKING AUGER, AS A VEHICLE FOR REMOVING THE MATERIA.
  THE MACHINE MIST BE ARIF TO JACK INDEPENDENTLY OF THE AUGER.
- A PRECONSTRUCTION CONFERENCE MILL BE HELD AT THE CONSTRUCTION SITE PRIOR TO COMMENCION WORK. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY THE ENGINEER, OWNER, NUD IN TURNIFIKE, AND COMPAIL 36-HOURS IN ADMANCE OF THE WORK. CONTRACTOR IS RESPONSE
- 9. ALL WELDING MUST BE PERFORMED BY CERTIFIED WELDERS.
- 10. NO REMOVAL OR WITHDRAWAL OF JACKED CASING OR SLEEVE WILL BE PERMITTED IN THE EVENT A OBSTRUCTION OR OTHER CONDITION PREVENTS COMPLETION OF THE INSTALLATION. THE CASING SHALL BE FILLED WITH OROUT AND ABMINIONED IN PLACE.
- Upon completion of the installation, the licensee to whom the occupancy agreement is granted or his representative shall submit as—built drawings showing exact location and dimensions.
- 12. ALL SHEATHING FOR JACKING AND RECEIVING PITS SHALL BE REMOVED.



NOTES:

1. INVERTS TO BE ELIMINATED IN BOTTOM OF TERMINAL INLETS.
BOTTOM SHALL BE DISHED AND SLOPED TOWARDS THE OUTLET
PIPE AT THE RATE OF 2° PER FOOT.

E2 INLET BOX FOR OS2

CONSTRUCTION DETAILS
141 SHERIDAN AVE DRAINAGE IMPROVEMENTS
BLOOK 7110, LOS 13, 28, 40, 40
GITY OF WELLAND, CURRENAND, COUNT, NEW PREST

DAVID J. CELLA

PREPARD BY
CONSULTING FEWORERS SERVICES
ROTESSIONAL ENGINEERS, ALMANDES, ALMA SIMPORES
PERILA-CHORNALE NO. SUITE 1, SUCKEMALE NO 100091
NO. 2272-220 - 124 (1993) 232-234 - 1344 (1993) 243-240 - 1344



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THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-MAYS. THIS MAY REQUIRE PERIODIC TOP DEESSING WITH ADDITIONAL STONE OR ADDITIONAL LENGTH AS CONDITIONS DEMAND AND REPAR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE DETAIL

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#### SOIL EROSION AND SEDIMENT CONTROL NOTES

- SOL EROSION AND SEGMENT CONTROL PRACTICES ON THE PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEGMENT CONTROL IN NEW JERSEY.

- 10. IF A STONE CONSTRUCTION ENTRANCE IS TO BE USED AS AN EXIT ON TO A MAJOR HIGHWAY, A THRITY (30) FOOT PAVED TRANSITION AREA SHALL BE INSTALLED.
- 11. ALL DRIVENAYS MUST BE STABILIZED WITH 2 1/2" CRUSHED STONE OR SUBBASE PRIOR TO INDIVIDUAL LOT CONSTRUCTION
- 12. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES.
- 14. ALL STORM DRAINAGE OUTLETS WILL BE STABLIZED, AS REQUIRED, BEFORE THE DISCHARGE POINTS BECOME OPERATIONAL
- 16. THE CUMBERLAND/SALEM SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED, IN WRITING, 72 HOURS PRIOR TO ANY LAND DISTURBANCE 17. TOPSOL A STANDARD UNFORM APPLICATION OF 5 INCHES OF CLEAN TOPSOL IS RECOMMENDED, SOLS HAVING A PH OF 4.0 OR LESS OR CONTINUING IRON SULFIDE MUST BE COVERED WITH A MINIMUM OF 12 INCHES OF SOL, HAVING A PH OF 5.0 OR MORE BUTGER SEEDBED.

- NISA 4:34-39, ET 503, REQUIRES THAT UPON PERMANDED SITE STABLIZATION AND COMPLETION OF THE CONTRACTOR SHALL APPLY TO THE SOL CONSERVATION DISTRICT FOR A FINAL COMPLIANCE INSPECTION TO ORDER THAT ALL THE PROMISIONS OF THE CENTERED SOL EROSEN AND SERVANDE CONTROL PLAN HAVE EXECUTED CHAPTER WITH FOR PERMANDIANT MEMORIES.
- 21. OFFSITE SEDIMENT DISTURBANCE MAY REQUIRE ADDITIONAL CONTROL MEASURES TO BE DETERMINED BY THE EROSION CONTROL INSPECTOR. 22. A COPY OF THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN MUST BE MAINTAINED ON THE PROJECT SITE DURING CONSTRUCTION.

- MAXIMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT BE CONSTRUCTED STEEPER THAN 3:1 UNLESS OTHERMISE APPROVED BY THE DISTRICT.

- MAINTENANCE SHALL OCCUR ON A REGULAR BASIS CONSISTENT WITH FAVORABLE PLANT GROWTH SOIL AND CUMATE CONDITIONS.
- ALL PROPOSED SEDIMENT BASINS SHALL BE REMOVED OF SILT AND SEDIMENT SO THAT PROPER CONTACT TIME IS ACHEVED TO OBTAIN PROPER SEDIMENT REQUIREMENTS.
- 3. ALL RIP RAP AND CONSTRUCTION ENTRANCE SHALL BE RAKED AS REQUIRED TO MAINTAIN INTENDED USE
- 4. WHEN IT BECOMES NECESSARY, THE OWNER SHALL INFORM THE CONTRACTORS OF UNSATISFACTORY CONDITION OR EROSION AND SEDMENT DEVICES. AT SUCH TIME THE CONTRACTOR SHALL IMPROVE THE CONDITIONS OF SAID DEVICES TO MEET WITH THE APPROVAL OF THE OWNER.
- SHOULD UNFORESEEN EROSION CONDITIONS DEVELOP DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ACTION TO REMEDY SUCH CONDITIONS AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUNDEF AND/OF SEDIMENT DISPLACEMENT.
- SEEDED AREAS THAT HAVE BEEN WASHED AWAY SHALL BE FILLED AND GRADED AS NECESSARY AND THEN RESECEDED. THE PROCEDURE SHALL BE REPEATED AFTER EACH STORM OR UNTIL NO MORE SIGNS OF EROSION ARE EVIDENT
- 8. THE OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF SOIL EROSION AND SEDIMENT CONTROL MEASURES DURING AND AFTER CONSTRUCTION.

	SCHEDULE 0	F SEED MIXES	
TEMPORARY SEED MIX	RATE (LBS/ACRE)	PERMANENT SEED MIX	RATE (LBS/ACRE)
WINTER RYE	55	PERENNIAL RYE	55
WEEPING LOVE GRASS	10	CHEWING RED FESCUE	40
ANNUAL RYE	55	CREEPING RED FESCUE	40
SERICEA LESPEDEZA	55	KENTUCKY BLUEGRASS	40
TOTAL	175 LBS MIN		175 LBS MIN

- ALL SEEDING, STABILIZATION, ETC. SHALL BE AS SPECIFIED IN THE CURRENT EDITION OF THE NEW JERSEY.
  DEPARTMENT OF AGRICULTURE'S "STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY."
- FERTILIZER TO BE 10-6-4 OR 10-5-5 APPLIED AT 800 TO 1000 LBS/ACRE, OR 5-10-10 OR 5-10-5
  APPLIED AT 500-600 LBS/ACRE. EXACT APPLICATION RATE TO BE DETERMINED BY SOIL TESTING.
- GROUND LIMESTONE TO BE SPREAD AT VARYING RATES TO CORRECT EXISTING PH VALUES TO A LEVEL OF 6.5.

#### TEMPORARY SOIL STABILIZATION COVER

PRIOR TO HALTING CONSTRUCTION FOR PERIODS LONGER THAN 30 DAYS AND DURING THE OFF SEASON, THE CONTRACTOR SHALL STABILIZE WITH TEMPORARY VEGETATIVE COVER AND ALL EXPOSED SOLS, TEMPORARY VEGETATIVE COVER SHALL BE ACCOMPLISHED BY THE FOLLOWING METHODS AND MATERIALS.

- FERTILIZER SHALL BE APPLIED AT A RATE OF 500 LBS/ACRE OR 11 LBS/1000 SF OF 10-20-10 OR EQUIVALENT. IF SEED IS DRILLED OVER BANDED FERTILIZED, THE RATE OF FERTILIZER MAY BE REDUCED BY 50%.
- LIME AND FERTILIZER SHALL BE WORKED INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC. SPRINGTOOTH HARROW, OR OTHER SUITABLE EQUIPMENT.
- MULCHING SHALL BE APPLIED AFTER SEEDING, MULCH MATERIALS SHALL BE UNROTTED, SAMALL GRAIN STRAW, HAY FREE OF SESS, OR SALT HAY TO BE APPLIED AT THE RATE OF 1½ TO 2 TONS PEPA ACRE (70 TO 90 LESY/000 SF); EXCEPT THAT WHERE CREMPER IS USED INTEGED OF A LUQUID MULCH-BINN (TAXORTHMS OR ADHESIVE AGENT), THE RATE OF APPLICATION SHALL BE DULIED. MULCH SHALL BE ASSEDUE UNIVERSITY SO THAT APPROXIMENTEY TO'S TO 950% O'THE SOL SURFACE WILL BE COVERED.
- MULCH SHALL BE ANCHORED IMMEDIATELY AFTER PLACEMENT BY: LIQUID MULCH BINDERS-MAY BE USED TO ANCHOR SALT HAY OR STRAW MULCHES.
- A APPLICATIONS SHOULD BE HEAVER AT EDGES WHERE WIND CATCHES THE MULCH, IN VALLEYS AND AT CRESTS OF BANKS, REMAINDER OF AREA SHOULD BE UNIFORM IN APPEARANCES.

- WOOD-FIBER OR PAPER-FIBER MULCH AT THE RATE OF 1,500 POUNDS PER ACRE MAY BE APPLIED BY A HOROSEEDER, USE IS LIMITED TO FLATTER SLOPES AND DURING OPTIMUM SEEDING PERIODS IN SPRING AND FALL.
- ALL NAMES GIVEN ABOVE ARE REGISTERED TRADE NAMES. THIS DOES NOT CONSTITUTE A RECOMMENDATION OF THESE PRODUCTS TO THE EXCLUSION OF OTHER PRODUCTS.
- MULCH MAY BE USED IN PLACE OF TEMPORARY SEEDING IF SPREAD AT A RNTE OF 2.0 TO 2.5 TONS PER ACRE AND ANCHORED AS DISCUSSED ABOVE. A MULCH ANCHORN TOOL MAY BE USED WHERE CONDITIONS FERMIT. TOOL PENETRATION SHALL BE DONE ABOUT 3 TO 4 INCHES. ON SLOPING LAND, THE OPERATION SHALL BE DONE ON THE CONTIONS.
- TOURORARY SEED MY SHALL BE PEREUNAL RECORASS WITH A RATE OF 40 LBS/ACRE OR 1 LB/1000 ST SEED MY SHALL BE APPLIED UNFORMEY, MALCH SHALL NOT BE INCLUDED IN THE TANK WITH THE SEED. EXCEPT FOR DRULED, PHORESEEDS OR CLLIF PACKED SEEDINGS, SEED SHALL BE INCORPORATED INTO THE SOIL TO A DEPTH OF 1/4 TO 1/2 INCH BY RAKING OR DRAGGING.

#### PERMANENT VEGETATIVE COVER

IMMEDIATELY FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES AT THE SITE, THE CONTRACTOR SHALL STABILIZE WITH PERMANENT VEGETATIVE COVER, ALL EXPOSED AND DISTURBED SOLICS. PERMANENT VEGETATIVE COVER SHALL BE ACCOMPLISHED AS SPECOFED

- TOPSOILING: THE CONTRACTOR SHALL PREPARE ARES TO BE STABILIZED WITH PERMANENT VEGETATIVE COVER BY APPLING TOPSOIL TO A UNIFORM DEPTH OF 5 INCHES. TOPSOIL SHALL BE FRABLE AND LOAMY AND OF GOOD QUALITY.
- LIME AND FERTILIZER: SHALL BE WORKED INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 5 INCHES UNTIL A REASONABLE UNIFORM, FINE SEEDBED PREPARED.
- MUCHING: SHALL BE APPLIED AFTER SEEDING, MUCH MATERIALS SHALL BE UNROTTED, SMALL GRAN STRAW, HAIF FREE OF SEEDS, OR SALT HAY TO BE APPLIED AT A RATE OF 1/2 TO 2 TONS PER ASSET OF A LOUID MUCH-BROBER (TACKPYING OR ADHESIVE AGENT). THE RATE OF A PAPLICATION SHALL BE 3 TONG/ACRE.
- MULCHING SHALL BE ANCHORED IMMEDIATELY AFTER PLACEMENT BY THE FOLLOWING METHOD: LIQUID MULCH BINDERS

#### STANDARDS FOR DUST CONTROL

- DURING CONSTRUCTION ACTIVITY THE FOLLOWING METHODS SHOULD BE CONSIDERED
- A CALCIUM CHLORIDE SMALL BE IN A LOOSE, DRY GRANULAR FORM FINE ENOUGH TO USE IN A STANDARD SEED SPEEDER, AT A ARIT THAT WILL KEEP THE SUBJECT SIRRACE MOST, BUT NOT CLUSE FRANT GAMED, OF POLLUTION BY STUTARION F USED ON STEP SUPPES OTHER MUSICIPES AND LIE IT MOST TO SIRVER PROFECTION FROM CONTAMINATION INTO STREAMS, STORM SENESS OR ACCUMULATION AROUND FAUNT LIFE.
- B. SPRINKLING -SHALL BE OF NON-CONTAMINATED WATER SPRINKLED AT A RATE TO WET THE SUBJECT SURFACE, BUT NOT TO CAUSE EROSION OR PONDING IMPOUNDMENT. OTHER METHODS ACCEPTABLE ARE LISTED IN THE CURRENT EDITION OF THE NEW JERSEY DEPARTMENT OF AGRICULTURE'S "STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY."

#### SOIL DE-COMPACTION AND TESTING REQUIREMENTS

SOIL COMPACTION TESTING REQUIREMENTS

- SUBGRADE SOILS PRIOR TO THE APPLICATION OF TOPSOIL (SEE PERMANENT SEEDING AND STABILIZATION NOTES FOR TOPSOIL
  REQUIREMENTS) SHALL BE FREE OF EXCESSIVE COMPACTION TO A DEPTH OF 6.0 INCHES TO ENHANCE THE ESTABLISHMENT
  OF PERMANENT VEGETATIVE COVER.
- 2. AREAS OF THE STE WHICH ARE SUBJECT TO COMPACTION TESTING AND/OR MITIGATION ARE <u>GRAPHICALLY DENOTED</u> ON THE CERTIFIED SOIL EROSION CONTROL PLINE.

- IN THE EVENT THAT TESTING INDICATES COMPACTION IN DICESS OF THE MAXIMUM THRESHOLDS ADDICATED FOR THE SMALL PART TESTING METHODS (SEE CERMAS), THE COMPACTION/CONTROL SHALL HAVE THE CIPTION TO PROFOND ETHERS (1) PERFORM ADDICATE, MORE CERMAD ESTEEN TO ESTERNASH THE MUST BE OF EXCESSED COMPACTION METHOD ACCESSED COMPACTION METHOD ACCESSED COMPACTION WITHOUT ADDICATED ACCESSED TO SHALL BE EXPERIENCED FOR THREE MOULD TESTING SHALL BE

#### COMPACTION TESTING METHODS

- A. PROBING WIRE TEST (SEE DETAIL)

  B. HAND-HELD PENETROMETER TEST (SEE DETAIL)

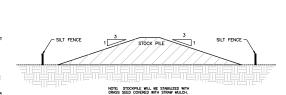
  C. TUBE BULK DENSITY TEST (LICENSED PROFESSIONAL ENGINEER REQUIRED)

  D. NUCLEAR DENSITY TEST (LICENSED PROFESSIONAL ENGINEER REQUIRED)

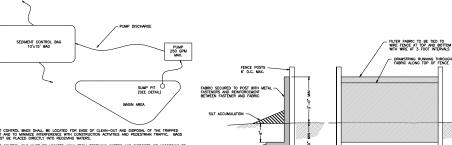
NOTE:
MODIFICIAL TESTING METHODS WHICH CONFORM TO ASTM STANDARDS AND SPECIFICATIONS, AND WHICH PRODUCE A DRY WEIGHT,
SOIL BULK DENSITY MEASUREMENT MAY BE ALLOWED SUBJECT TO DISTRICT APPROVAL. SOIL COMPACTION TESTING IS NOT REQUIRED IF/WHEN SUBSOIL COMPACTION REMEDIATION (SCARFICATION/TILLAGE (6" MINIMUM DEPTH) OR SIMILAR) IS PROPOSED AS PART OF THE SEQUENCE OF CONSTRUCTION. PROCEDURES FOR SOIL COMPACTION MITIGATION

PROCEDURES SHALL BE USED TO MITIGATE EXCESSIVE SOIL COMPACTION PRIOR TO PLACEMENT OF TOPSOIL, AND ESTABLISHMENT OF PERMANENT VEGETAINS COVER.

RESTORATION OF COMPACTED SOILS SHALL BE THROUGH DEEP SCARIFICATION/TILLAGE (6" MINIMAM DEPTH) WHERE THERE IS NO DANGER TO UNDECRODUND UTILLITIES (CABLES, IRRIGATION SYSTEMS, ETC.), IN THE ALTERNATIVE, ANOTHER METHOD AS SPECIFED BY A NEW JESSY LICENSED PROFESSIONAL ENGINEER MARKE SUBSTITUTED SUBJECT TO DISTRICT APPROVAL.







EDIMENT CONTROL BAGS SHALL BE LOCATED FOR EASE OF CLEAN—OUT AND DISPOSAL OF THE TRAPPED SEDIMENT AND TO MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES AND PEDESTRIAN TRAFFIC. BAGS SHALL NOT BE PLACED DIRECTLY INTO RECEIVING WAIRERS.

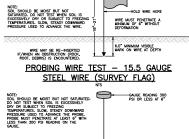
FILTERED WATER FLOW

- SEDIMENT CONTROL BAG MUST BE LOCATED AWAY FROM RECEIVING WATERS AND DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
- 3. FOR SMALL QUANTITIES OF IMPOUNCED WATER SUCH AS MAY BE FOUND IN SHALLOW EXCANATIONS (SMALL REDUCHES, MANIFICE EXCANATIONS, ETC.) A SEMINATI FILTER MAY BE CONSTRUCTED USING COMBINATIONS HAY BLACE, SMALL CLEAR STOKE MO FILTER FARROY. THIS METHER OF BURNETED TO SMALL QUANTIES OF TRAPPED SURFACE WATER (PAUPHING OF WELL POINTS IS EXCLUDED FROM THIS STANDARD) AND WHERE SECONDATION AND WHOSE OF THE PAUPHING PAUPHING OF WELL POINTS IS EXCLUDED FROM THIS STANDARD) AND WHERE SECONDATION AND WHOSE OF THE PAUPHING PA
- 4. BAGS MUST BE DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS. BAGS MAY NOT BE REUSED

### SEDIMENT CONTROL FOR DEWATERING

#### CONSTRUCTION SEQUENCE

	CONSTRUCTION SEQUENCE				
1.	MOBILIZATION				
2.	CONSTRUCT TEMPORARY SOIL EROSION & SEDIMENT CONTROL FACILITIES	3 DAYS			
3.	CLEAR AND GRUB SITE AND ROUGH GRADING	1 WEEK			
4.	INSTALL PROPOSED SWALE & PIPED OVERFLOW SYSTEM	3 WEEK			
5.	INSPECT BASIN & SOIL REPLACEMENT	1 WEEK			
6.	COLLECT SILT & SEDIMENT AND PLACE ON SITE	2 DAYS			
7.	RESTORE AREAS IN KIND	2 WEEK			
8.	REMOVE TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES	2 DAYS			
	TOTAL ESTIMATED TIME OF CONSTRUCTION	2 MONTHS ±			



NOTES

1. FENCE POSTS SHALL BE HARDWOOD WITH A MINIMUM THICKNESS OF 1-1/2 INCHES.

SILT FENCE DETAIL

PENETROMETER MAY BE RE-INSERTED IF/WHEN AN OBSTRUCTION (ROCK, ROOT, DEBRIS) IS ENCOUNTERED. USE CORRECT SIZE TIP FOR SOIL TYPE HANDHELD SOIL PENETROMETER TEST

#### EXHIBIT B

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

#### PERMANENT EASEMENT AGREEMENT

THIS PERM	IANENT E	ASEMENT	AGREEMENT	(hereinafter '	"Agreement")	is made
and entered into as o	of this	day of		, 2025 by and	d between Joffe	e Lumber
& Supply Co., Inc.	(hereinafter	"Grantor"),	and the City of V	ineland (here	inafter "Grant	tee").

**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 Schedule A, and described on Schedule 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 (\$11,000.00) and other good and valuable consideration, the Grantor does by these presents grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns, forever and 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 Anthony and Patricia Ujhelyi dated July 18, 1988, recorded July 28, 1988

in the Cumberland County Clerk/Register's Office in Book No. 1732, Page No. 205.

**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, inspect, replace, inspection, and operation 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.

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

**GRANTEE** shall, at its own cost and expense, erect, construct, maintain, operate, renew. upgrade, modify, inspect, replace, inspect, and operate the 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. Grantee shall be solely responsible for the maintenance and repair of the Easement Area.

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.

		_ (SEAL
	, President	_
STATE OF NEW JERSEY :	SS	
COUNTY OF CUMBERLAND :	55	
Indenture, known to me personally to be deed and the act and deed of said Corphis own proper handwriting, and the corporation, and that this his act of Indenture was duly authorized by a reso	this day of er, a Notary Public for the State and County a _ of Joffe Lumber & Supply Co., Inc., party such, and acknowledged this Indenture to be hi ration, that the signature of the said eal affixed is the common and corporate sea ealing, executing, acknowledging and deliver ution of the Board of Directors of said Corporate of office, the day and year first above written.	y to this is act and is in 1 of said ring said
	Notary Public/Attorney at La	aw
	CITY OF VINELAND	
Approved this, day of	, 2025	
Witness	BY: Anthony Fanucci	
	TITLE: Mayor	