



BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
MEETING AGENDA & MATERIALS
THURSDAY,
OCTOBER 26, 2023
7:30 P.M.

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
COMBINED WORK AND REGULAR SESSION
OCTOBER 26, 2023
7:30 P.M.

A combined Work and Regular Session of the Mayor and Council of the Borough of Allendale will be held in-person on October 26, 2023 beginning at 7:30 pm in the Mayor & Council Chambers at the Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey 07401.

- I. **CALL TO ORDER**
- II. **OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT**
- III. **ROLL CALL**
- IV. **SALUTE TO FLAG**
- V. **PRESENTATION:**
 - A. [Best Practices Inventory Checklist presented by Alison Altano, CFO](#)
- VI. **APPROVAL OF MINUTES** – October 12, 2023 Combined Work & Regular Session.
- VII. **AGENDA REVIEW**
- VIII. **ORDINANCES:**

SECOND READING AND PUBLIC HEARING ORDINANCES

The following ordinance published herewith was first read by title only on October 12, 2023 and posted on the bulletin board of the lobby of the municipal building and borough website.

ORDINANCE 23-14: BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$4,200,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT OR FULLY FUND AN APPROPRIATION FROM THE CAPITAL IMPROVEMENT FUND, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

The following ordinance published herewith was first read by title only on October 12, 2023 and posted on the bulletin board of the lobby of the municipal building and borough website.

ORDINANCE 23-15: AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE BOROUGH OF ALLENDALE TO ADD TO CHAPTER 199 A NEW §199-14.1, ENTITLED PLANTING OR GROWING BAMBOO WITHIN THE BOROUGH.

The following ordinance published herewith was first read by title only on October 12, 2023 and posted on the bulletin board of the lobby of the municipal building and borough website.

ORDINANCE 23-16: AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF THE BOROUGH OF ALLENDALE, ZONING, CHAPTER 270-33(D)(1).

IX. CONSENT AGENDA

Matters listed below are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.

RES 23-231: APPOINTMENT OF CROSSING GUARD, P/T, HOURLY, PER DIEM BASIS – JENNIFER GILL.

RES 23-232: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PAVING OF CRESCENT PLACE TURNAROUND – DS MEYER ENTERPRISES, LLC.

RES 23-233: AUTHORIZATION TO ADVERTISE BIDS FOR SOLID WASTE COLLECTION AND RECYCLING COLLECTION SERVICES.

RES 23-234: APPROVAL TO SUBMIT AN AWARD EXTENSION REQUEST FOR LA-2022 MA ALLENDALE BORO W ALLENDALE AVE PHASE 5 02 TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION.

RES 23-235: RESOLUTION APPOINTING INTERIM ADMINISTRATIVE OFFICER.

RES 23-236: APPROVAL OF OCTOBER 26, 2023 LIST OF BILLS.

RES 23-237: APPROVAL OF PROPOSAL 2023 REMEDIAL ACTION PLAN FOR ENVIRONMENTAL SERVICES AT THE DEPARTMENT OF PUBLIC WORKS FACILITY ON NEW STREET DEWBERRY ENGINEERS, INC.

X. PUBLIC COMMENT ON AGENDA ITEMS ONLY

Those wishing to speak will have a three (3) minute time limit to address the governing body. Large groups are asked to have a spokesperson represent them.

XI. ADMINISTRATION

- A. Council Reports
- B. Mayor's Report
- C. Staff Reports

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. PUBLIC COMMENTS ON ANY MATTER

Those wishing to speak will have a three (3) minute time limit to address the governing body. Large groups are asked to have a spokesperson represent them.

XV. ADJOURNMENT

This agenda was prepared as of 10/25/2023 with all available information as of this date. Additional items may be added to this agenda. Final action may be taken on all matters listed or added to this agenda.

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE #23-14

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$4,200,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT OR FULLY FUND AN APPROPRIATION FROM THE CAPITAL IMPROVEMENT FUND, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

BE IT ORDAINED by the Borough Council of the Borough of Allendale, in the County of Bergen, State of New Jersey, as follows:

Section 1. The Borough of Allendale, in the County of Bergen, State of New Jersey (the "Borough") is hereby authorized to make various public improvements in, by and for said Borough, as more particularly described in Section 4 hereof. The cost of the improvements includes all work, materials and appurtenances necessary and suitable therefor.

Section 2. There is hereby appropriated to the payment of the cost of making the improvements described in Sections 1 and 4 hereof (hereinafter referred to as "purposes"), the respective amounts of money hereinafter stated as the appropriation for said respective purposes. Said appropriation shall be met from the proceeds of the sale of the bonds authorized and the Capital Improvement Fund moneys (either to make a down payment or to fully fund an appropriation) appropriated by this ordinance. Said improvements shall be made as general improvements and no part of the cost thereof shall be assessed against property specially benefited.

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Section 3. It is hereby determined and stated that the making of such improvements is not a current expense of said Borough.

Section 4. The several purposes hereby authorized for the financing of which said obligations are to be issued are set forth in the following "Schedule of Improvements, Purposes and Amounts" which schedule also shows (1) the amount of the appropriation and the estimated cost of each such purpose, and (2) the amount of each sum which is to be provided by the appropriation from the Capital Improvement Fund hereinafter made to either fully fund the appropriation or to provide a down payment, and (3) the estimated maximum amount of bonds and notes to be issued for each such purpose, and (4) the period of usefulness of each such purpose, according to its reasonable life, computed from the date of said bonds:

SCHEDULE OF IMPROVEMENTS, PURPOSES AND AMOUNTS

A. Supplemental funding for the construction of a Community Center on Crescent Avenue, including the acquisition of original furnishings and equipment. It is hereby determined and stated that (A) the Borough has previously provided \$2,000,000 for such purpose in the Reserve for Community Center and (B) said public building to be constructed will be of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law").

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Appropriation and Estimated Cost	\$4,000,000
Down Payment Appropriated	\$ 210,000
Bonds and Notes Authorized	\$3,790,000
Period of Usefulness	30 years

B. Rehabilitation of the Crestwood Lake Concession Stand.

Appropriation and Estimated Cost	\$ 200,000
Capital Improvement Fund Appropriated	\$ 200,000
Period of Usefulness	15 years

Aggregate Appropriation and Estimated Cost	\$4,200,000
Aggregate Capital Improvement Fund	
Appropriated either as a Down Payment	
or to Fully Fund an Appropriation	\$ 410,000
Aggregate Amount of Bonds and Notes Authorized	\$3,790,000

Section 5. The cost of such purposes, as hereinbefore stated, includes the aggregate amount of \$150,000 which is estimated to be necessary to finance the cost of such purposes, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 6. It is hereby determined and stated that moneys exceeding \$410,000, appropriated for down payments on capital improvements or for the capital improvement fund in budgets heretofore adopted for said Borough, are now available to finance said purposes.

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The sum of \$410,000 is hereby appropriated from such moneys to the payment of the cost of said purposes.

Section 7. To finance said purposes, bonds of said Borough of an aggregate principal amount not exceeding \$3,790,000 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 8. To finance said purposes, bond anticipation notes of said Borough of an aggregate principal amount not exceeding \$3,790,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

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Section 9. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Borough and attested by the Borough Clerk or Deputy Borough Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 10. It is hereby determined and declared that the period of usefulness of the purpose to be financed with bonds or notes, according to its reasonable life, is a period of 30 years computed from the date of said bonds.

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Section 11. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Borough Clerk of said Borough, and that such statement so filed shows that the gross debt of said Borough, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$3,790,000 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 12. Any funds received from private parties, the County of Bergen, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purposes, shall be applied to the payment of the cost of such purposes, or, if bond anticipation notes have been issued, to the payment of the bond anticipation notes, and the amount of bonds authorized for such purposes shall be reduced accordingly.

Section 13. The Borough intends to issue the bonds or notes to finance the cost of the improvement described in Section 4.A of this bond ordinance. If the Borough incurs such costs prior to the issuance of the bonds or notes, the Borough hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this bond ordinance.

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Section 14. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Borough, and the Borough shall levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 15. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

Section 16. This ordinance shall take effect twenty days after the first publication thereof after final passage.

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COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE #23-14

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$4,200,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT OR FULLY FUND AN APPROPRIATION FROM THE CAPITAL IMPROVEMENT FUND, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisololo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

I hereby certify the above to be a true copy of an Ordinance Adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

Amy Wilczynski
Mayor

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE #23-15

**AN ORDINANCE TO AMEND AND SUPPLEMENT
THE CODE OF THE BOROUGH OF ALLENDALE
TO ADD TO CHAPTER 199 A NEW §199-14.1, ENTITLED
PLANTING OR GROWING BAMBOO WITHIN THE BOROUGH**

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Chapter 199 of the Code of the Borough of Allendale (the “Code”), be and hereby is amended and supplemented to add a new §199-14.1 as set forth hereinbelow:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, in the County of Bergen and State of New Jersey, that:

Section 1. The Code be and is amended and supplemented to add to Chapter 199 of the Code, a new §199-14.1 entitled Planting or Growing Bamboo within the Borough, to read as follows:

Chapter 199-14.1 Planting or Growing Bamboo within the Borough

§ 199-14.1 Purpose and Intent

The purpose of this Ordinance is to preserve and protect private and public property from the damaging spread of running bamboo grasses and to protect indigenous plants and the wildlife they support from the invasive spread of such bamboo from any neighboring property line.

§ 199-14.2 Definitions

A. Running Bamboo – Any monopodial (running) woody grass from the genera of bamboos including, but not limited to, Bambusa, Phyllostachys and Pseudosasa, as well as common bamboo, golden bamboo and arrow bamboo.

B. Running Bamboo Property Owner(s) – Any property owner(s) or tenant(s) who has Running Bamboo on their property, even if the Running Bamboo has spread onto their property from an adjoining property.

C. Buffer Zone – A distance of at least 10 feet from any lane, street or road, whether public or private, or from any neighboring property.

D. Borough – The Borough of Allendale, Bergen Bountty, New Jersey.

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COUNTY OF BERGEN
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E. Notice – Any written notice by, from or on behalf of the Borough, (1) notifying the Running Bamboo Property Owner(s) that they are in violation of this Ordinance and (2) directing them to cure or fix the violation within sixty (60) days. Such Notice shall be sent by certified mail, return receipt requested, addressed to the owner(s) listed on the current tax address on file with the Borough or personally-served on the property owner or tenant. A copy of the Notice may also be posted on the property in question.

F. Receipt of Notice – Receipt of the Notice shall be the date of mailing the Notice, or, if applicable, the date of personally serving or posting of the Notice on the property in question, whichever is earlier.

§ 199-14.3 No Planting of Running Bamboo

A. The planting of Running Bamboo is prohibited in the Borough.

B. Any existing Running Bamboo may not be replanted or replaced after having died or been removed.

C. Any person who plants or replants Running Bamboo within the Borough after the effective date of this Ordinance shall be in violation of this Ordinance and shall be subject to the penalties set forth herein, subject to the following exceptions:

(1) The root system of such Running Bamboo is entirely contained within an above ground planter and located so as to entirely prevent the spread or growth of the bamboo plants' root system beyond the container in which it is planted; or

(2) The root system is contained within a barrier, constructed in accordance with the following specifications:

a. The barrier itself shall be composed of a high-density polypropylene or polyethylene, with a minimum thickness of 40 mm;

b. Each portion of the barrier shall be joined together by the use of stainless steel strips or clamps;

c. The barrier shall be a minimum of 30 inches deep, with 2-3 inches of the barrier protruding above ground level around the entire perimeter of the Running Bamboo; and

d. When installed, the barrier shall slant outward from the bottom to top.

(3) Whether planted or growing in a container, as described herein, all Running Bamboo plants shall be located, trimmed and maintained so that no part of the plant shall be closer than 10 feet from any property line.

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COUNTY OF BERGEN
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ORDINANCE #23-15

§ 199-14.4 Regulation of and Limitations on Existing Running Bamboo

A. Any Running Bamboo already in existence on any property within the Borough as of the effective date of this Ordinance may remain on such property, provided however, that the Running Bamboo shall not be permitted to exist within any Buffer Zone.

B. Running Bamboo Property Owner(s) shall take all necessary measures to ensure that any Running Bamboo on their property does not exist within any Buffer Zone. Such measures shall include, but are not limited to, cutting down Running Bamboo existing in the Buffer Zone and physically removing the Rhizomes and, if Running Bamboo is permitted to remain outside the Buffer Zone, installing sheathing comprised of metal or other impenetrable material and placed no less than 10 feet from the property line at a sufficient depth to prevent any growth of Running Bamboo with any Buffer Zone. Under no circumstances shall poisons or chemicals be used to kill, control or remove the Rhizomes.

C. This Ordinance shall not be deemed to alter any rights at common law or otherwise that any property owner may have to recover the cost of removal of Running Bamboo on their own property from another property owner from whose property the Running Bamboo has spread.

§ 199-14.5 Enforcement

This Chapter shall be enforceable by the Property Maintenance Officer and shall apply to all properties and premises within the Borough.

§ 199-14-6 Violations and Penalties

A. Whenever Running Bamboo is found planted in the ground or otherwise on any property or premises in the Borough in violation of this Chapter, a Notice shall be given to the Running Bamboo Property Owner to abate the violation within sixty (60) days of such owner's Receipt of Notice.

B. The cost of the abatement shall be borne by the Running Bamboo Property Owner.

C. If the Running Bamboo Property Owner fails to comply with the Notice within the 60-day period, the Property Maintenance Officer may remove or otherwise control the invasive plant species and the Borough may thereafter recover the cost of such removal from the Running Bamboo Property Owner and place a lien on the property to recover the cost of the removal.

D. Any person violating any of the provisions of this Ordinance who fails to abate the violation within sixty (60) days of such person's Receipt of Notice shall be subject to the following penalties:

(1) A fine, not to exceed \$1,000.00 plus the costs of prosecution, for each day on which a violation continues, and for which the property owners has been found guilty.

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COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE #23-15

(2) Each day on which the violation continues shall constitute a separate offense under this Ordinance.

Section 2. Each section of this Ordinance and every subsection hereof shall be deemed independent, separate and distinct from all other sections, and the holding of any section or a part hereof to be unconstitutional, void, or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part hereof, and to this end, the provisions of this Ordinance are hereby declared severable.

Section 3. In the event of any inconsistencies between the provisions of this Ordinance and any prior Borough ordinances, the provisions hereof shall be determined to govern.

Section 4. This Ordinance shall take effect upon passage and publication as required by law.

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisolo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

I hereby certify the above to be a true copy of an Ordinance adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

Amy Wilczynski
Mayor

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE #23-16

**AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF
THE BOROUGH OF ALLENDALE, ZONING, CHAPTER 270-33(D)(1)**

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Chapter 270-33(D)(1) of the Code of the Borough of Allendale, be and hereby is amended and revised in its entirety to read as follows:

D. Maintenance

- (1) All awnings, canopies or marquees shall be maintained in a clean and neat-appearing condition, and such maintenance, where applicable, shall include (i) regular cleaning, which cleaning should include power-washing to remove mildew, dirt, bird droppings, mold stains and other such substances; and (ii) removal and repainting of any chipped or blistered paint or replacement of fabric or material which is cracked, torn, ripped or otherwise disintegrating.

BE IT FURTHER ORDAINED that, except as modified herein, all other provisions of Chapter 270 shall remain in full force and effect as previously adopted.

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisolo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

I hereby certify the above to be a true copy of an Ordinance Adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

Amy Wilczynski
Mayor

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 10/26/2023

RESOLUTION# 23-231

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisollo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

- ☐ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent
Agenda

**APPOINTMENT OF CROSSING GUARD, P/T, HOURLY, PER DIEM BASIS –
JENNIFER GILL**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey and approval by the Public Safety Committee that Jennifer Gill is appointed as a Crossing Guard, P/T, Hourly on a per diem basis at a rate of \$20.00 per hour effective October 26, 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 10/26/2023

RESOLUTION# 23-232

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisollo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent
Agenda

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PAVING OF
CRESCENT PLACE TURNAROUND – DS MEYER ENTERPRISES, LLC**

WHEREAS, the Borough of Allendale, County of Bergen, has a need to acquire paving services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and,

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, DS Meyer Enterprises, LLC, 2 North Street, Suite 2A, Waldwick New Jersey 07463 has submitted a Proposal and Agreement dated October 12, 2023, indicating they will provide the paving of Crescent Place Turnaround for the total price of \$33,450.00; and

WHEREAS, DS Meyer Enterprises, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that DS Meyer Enterprises, LLC has not made any reportable contributions to a political or candidate committee in the Borough of Allendale in the previous one year, and that the contract will prohibit the DS Meyer Enterprises, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer has attached hereto a certification that adequate funds have been or will be duly budgeted and appropriated for the release of funds.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Borough of Allendale authorizes Borough of Allendale to enter into a contract with DS Meyer Enterprises, LLC as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest:" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Boards of Education (Members of the Board):

Allendale Borough
Alpine Borough
Bergenfield Borough
Bogota Borough
Carlstadt Borough
Carlstadt-East Rutherford
Cliffside Park Borough
Closter Borough
Cresskill Borough
Demarest Borough
Dumont Borough
East Rutherford Borough
Edgewater Borough
Elmwood Park
Emerson Borough
Englewood Cliffs Borough
Fair Lawn Borough
Fairview Borough
Fort Lee Borough
Franklin Lakes Borough
Garfield City
Glen Rock Borough
Hackensack City
Harrington Park Borough
Hasbrouck Heights Borough

Haworth Borough
Hillsdale Borough
Ho Ho Kus Borough
Leonia Borough
Little Ferry Borough
Lodi Borough
Lyndhurst Township
Mahwah Township
Maywood Borough
Midland Park Borough
Montvale Borough
Moonachie Borough
New Milford Borough
North Arlington Borough
Northern Highlands Regional
Northern Valley Regional
Northvale Borough
Norwood Borough
Oakland Borough
Old Tappan Borough
Oradell Borough
Palisades Park
Paramus Borough
Park Ridge Borough
Pascack Valley Regional

Ramapo-Indian Hill Regional
Ramsey Borough
Ridgefield Borough
Ridgefield Park Township
Ridgewood Village
River Dell Regional
River Edge Borough
River Vale Township
Rochelle Park Township
Rockleigh
Rutherford Borough
Saddle Brook Township
Saddle River Borough
South Hackensack Township
Teaneck Township
Tenafly Borough
Teterboro
Upper Saddle River Borough
Waldwick Borough
Wallington Borough
Westwood Regional
Wood Ridge Borough
Woodcliff Lake Borough
Wyckoff Township

Fire Districts (Board of Fire Commissioners):

None

STOCKHOLDER DISCLOSURE CERTIFICATION
(Includes Spouse & Children)

Name of Business:



I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:



Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership




Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

<p>Name: <u>Douglas Meyer</u></p> <p>Home Address: <u>93 Sleepy Valley Rd</u> <u>Warwick NY 10990</u></p>	<p>Name: <u>Marlene Meyer</u></p> <p>Home Address: <u>93 Sleepy Valley Rd</u> <u>Warwick NY 10990</u></p>
<p>Name:</p> <p>Home Address:</p>	<p>Name:</p> <p>Home Address:</p>
<p>Name:</p> <p>Home Address:</p>	<p>Name:</p> <p>Home Address:</p>

<p>Subscribed and sworn before me this <u>18</u> day of <u>Oct</u>, 20<u>23</u></p> <p>_____ (Notary Public)</p> <p>My Commission expires:</p>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"><p>Karly M Savas NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES June 26, 2027</p></div>	<p><u></u> (Affiant)</p> <p>_____ (Print name & title of affiant)</p> <p style="text-align: center;">(Corporate Seal)</p>
--	---	---

PLEASE NOTARIZE DOCUMENT

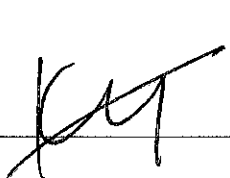
CERTIFICATION

I, Douglas Meyer have read Allendale Ordinance #12-19 regarding political contributions.

The business entity identified herein has not made a contribution in violation of the Ordinance.

I certify that the foregoing statements made by me are true. I am aware that if any of the above statements are willfully false, the business entity is subject to penalties set forth in the Ordinance.

DS Meyer Enterprises LLC
Name of Business Entity

 Member
Authorized Signature, Title

Douglas Meyer
Print Name of Person Authorized to Sign

10/18/2023
Date

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF ALLENDALE

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that DS Meyer Enterprises LLC
(insert business name)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one-year period preceding **JANUARY 1, 2023** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **BOROUGH OF ALLENDALE** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Amy Wilczynski	Joseph Daloisio
Elizabeth Homan	Allendale Democratic Club
Edward O'Connell	Allendale Republican Club
Matthew O'Toole	Bergen County Democratic Organization
Susanne Lovisolo	Bergen County Republican Organization
Tyler Yaccarino	Republicans for Responsible Government

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Douglas Meyer	93 Sleepy Valley Rd Warruc NY 10990
Marlene Meyer	93 Sleepy Valley Rd Warruc NY 10990

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DS Meyer Enterprises LLC

Signature of Affiant: [Signature] Title: Member

Printed Name of Affiant: Douglas Meyer Date: 10/18/2023

PLEASE NOTARIZE DOCUMENT

Subscribed and sworn before me this <u>18</u> day of <u>October</u> , 20 <u>23</u>	<div style="border: 1px solid black; padding: 5px; text-align: center;">Karly M Savas NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES June 26, 2027</div>	<u>[Signature]</u> (Witnessed or attested by)
My Commission expires:		(Seal)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

Required Pursuant To N.J.S.A. 19:44A-20.26

Part I – Vendor Information

☐ Check here if the information is continued on subsequent page(s)

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 10/26/2023

RESOLUTION# 23-233

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisolo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

- ☐ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent
Agenda

**AUTHORIZATION TO ADVERTISE BIDS FOR
SOLID WASTE COLLECTION AND RECYCLING COLLECTION SERVICES**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that it hereby authorizes the Municipal Clerk to advertise and receive bids for Solid Waste Collection and Recycling Collection Services.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 10/26/2023

RESOLUTION# 23-234

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisolo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

- ☐ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent
Agenda

**APPROVAL TO SUBMIT AN AWARD EXTENSION REQUEST FOR LA-2022 MA ALLENDALE
BOROUGH WEST ALLENDALE AVE – PHASE V PROJECT TO THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Borough of Allendale formally approves the request for a(n) Six (6) month award extension for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk, or those authorized on their behalf, are to submit a formal request for a(n) Six (6) month award extension for the above referenced project to they New Jersey Department of Transportation.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the Six (6) month award extension request on behalf of the Borough of Allendale and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

Amy Wilczynski
Mayor

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 10/26/2023

RESOLUTION# 23-235

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisolo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

- ☐ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent
Agenda

**RESOLUTION APPOINTING
INTERIM ADMINISTRATIVE OFFICER**

WHEREAS, there exists a need on the part of the Borough of Allendale (the “Borough”) to hire an Interim Administrative Officer for the period November 1, 2023 through December 31, 2023; and

WHEREAS, the Borough, by adoption of this Resolution, wishes to appoint Alison Altano to the position of Interim Administrative Officer; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that Alison Altano be and hereby is appointed as Interim Administrative Officer for the period November 1, 2023 through December 31, 2023 to serve at the pleasure of the Governing Body, with compensation during the foregoing period of time to be \$4,166.00 per month payable on a regular payroll basis.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor, the Chief Financial Officer, Municipal Clerk and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 10/26/2023

RESOLUTION# 23-236

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisolo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent
Agenda

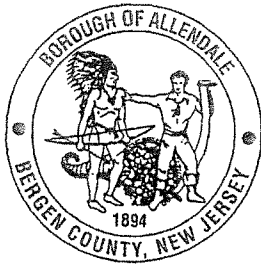
APPROVAL OF OCTOBER 26, 2023 LIST OF BILLS

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated October 26, 2023 in the amounts of:

Bill List Numbers	OCTOBER 26, 2023
Current Fund	\$ 1,851,556.49
Payroll Account	170,206.66
General Capital	51,994.55
Animal Fund	
Grant Fund	
COAH/Housing Trust	
Improvement & Beautification	5,565.00
Unemployment Fund	
Trust Fund	11,905.00
Water Operating	10,387.33
Water Capital	
Total	\$ 2,101,615.03

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk



THE BOROUGH OF ALLENDALE

N E W J E R S E Y

500 WEST CRESCENT AVENUE, ALLENDALE, NJ 07401

WWW.ALLENDALENJ.GOV

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

201-818-4400 EXT 205

I, Alison Altano, Chief Financial Officer of the Borough of Allendale, having reviewed the bill list for the Borough, do hereby certify that funds are available in the accounts so designated.

Certified 10/23/23


Alison Altano
Chief Financial Officer

BILL LIST For OCTOBER 26, 2023

PAYROLL ACCOUNT	\$ 170,206.66
------------------------	----------------------

<u>Borough of Allendale Payroll Fund, Bank Transfer 10/18/2023</u>	\$ 170,206.66
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Salaries and Wages	\$ 156,638.27
--------------------	---------------

FICA	\$ 10,462.62
------	--------------

DCRP	\$ 230.86
------	-----------

LIFE	\$ 289.00
------	-----------

DISABILITY	\$ 2,585.91
------------	-------------

TOTAL	<u>\$ 170,206.66</u>
--------------	-----------------------------

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 10/26/2023

RESOLUTION# 23-237

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisollo						
O'Connell						
O'Toole						
Yaccarino						
Daloisio						
Mayor Wilczynski	-----	-----				

- ☐ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent
Agenda

**APPROVAL OF PROPOSAL
2023 REMEDIAL ACTION PLAN FOR ENVIRONMENTAL SERVICES
AT THE DEPARTMENT OF PUBLIC WORKS FACILITY ON NEW STREET
DEWBERRY ENGINEERS, INC.**

WHEREAS, the Borough requires environmental services to address 2023 remedial action plan for environmental services at the Borough's Department of Public Works facility located at New Street; and

WHEREAS, Dewberry Engineers, Inc., has submitted a proposal for such services dated September 7, 2023, which the Public Works Committee finds acceptable and which has been recommended to the Governing Body; and

WHEREAS, Dewberry Engineers, Inc., is duly qualified and is available to perform such services; and

WHEREAS, the Chief Financial Officer has attached hereto a Certification pursuant to NJAC 5:30-5.4 that adequate funds are available to pay for the Contract;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body that it does hereby award a Contract to Dewberry Engineers, Inc., of Parsippany, New Jersey in the amount of \$36,007.00; and

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are authorized to sign the Dewberry proposal or an appropriate agreement to reflect these services; and

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on October 26, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

From: [Ron Kistner](#)
To: [Amy Wilczynski](#)
Cc: [Linda L. Cervino](#); [Alison Altano](#); [AllCouncil](#); [Robinson, John](#); [Pendexter, William](#); [Ray Wiss \(RWiss@wiss-law.com\)](#); [Michael Vreeland](#); [Thomas Bouregy](#)
Subject: Resolution - Approving 2023 Remedial Action Proposal from Dewberry Engineering
Date: Wednesday, October 25, 2023 12:35:49 PM
Attachments: [BRNB422002DF9D0_004656.pdf](#)
Importance: High

Hello Mayor Wilczynski,

The purpose of this e-mail is to ask your permission to request that, Linda Cervino ; the borough's Clerk add to tomorrow night's meeting agenda a resolution approving the attached proposal from Dewberry Engineering.

The proposal is for the 2023 remedial action plan for environmental services at the Department of Public Works Facility. I spoke to Mr. John Robinson

The project manager from Dewberry Engineering jus this morning, and he confirmed that when all the work detailed in the proposal is completed a (RAO)

Response Action Outcome will be able to be issued by Mr. William Pendexter, PHD, PG, LSRP, Dewberry.

• The cost estimate summary included in the proposal is as follows:

- Total Labor cost = \$21,480.00***
- Total Direct Expense = \$14,527.00***
- Total = 36,007.00***

NOTE – I believe after talking to Alison Altano, the borough's CFO that there is currently approximately \$17,000.00 in available funds dedicated to this project. Due to the importance of getting this project done I will find a way to transfer funds from various DPW operating accounts to encumber the required balance. I will of course look for Alison's expert assistance in this effort.

NOTE – I do want to be clear (I know you understand) that even after the Response Action Outcome has been issued the following actions will still occur

- The encapsulating (paving) of the DPW parking lot will need to be done. Funds have been encumbered for this work previously.***
- An annual soil permit fee inspection will be received***

A 2-year inspection of the encapsulation will occur.

- Every several years ground water inspection will be required until satisfactory numbers are recorded***

NOTE- John as we discussed please respond to this e-mail with anything you do not agree with or anything I might have missed mentioning .

CC: Linda Cervino

Alison Altano

Allendale Council

John Robinson

William Pendexter

Ray Wiss Esq.

Mike Vreeland

Tom Bouregy Esq.

Thank you,

Ron

September 7, 2023

Borough of Allendale
Attn: Members of the Public Works Committee
Ron Kistner, Borough Administrator
500 West Crescent Avenue
Allendale, New Jersey 07401

RE: Status of Remedial Action and Proposal for 2023 Environmental Services
Department of Public Works
101 New Street, Allendale, New Jersey
NJDEP SRP PI No. 002557

Dear Members of the Committee and Mr. Kistner:

As discussed during our July 7, 2023 meeting, Dewberry Engineers Inc. (Dewberry) is pleased to provide the following summary of the scope of services and cost estimate to the Borough of Allendale to complete the Remedial Action at the Borough's Department of Public Works (DPW) property. The proposed work includes the New Jersey Department of Environmental Protection (NJDEP) required site closure activities at the DPW property located at 101 New Street, Allendale, New Jersey. The completion of the site-wide remedial action and submission of the Remedial Action Report (RAR) was delayed in evaluating if benzene in groundwater would decrease in concentration to below the applicable standard. To date, this has not occurred.

Consequently, we have prepared this proposal to complete remedial activities for impacted soil at the property site, including the preparation and submittal of a Remedial Action Permit (RAP) for Soils and an RAP for groundwater since the existing classification exception area (CEA) cannot be lifted at this time due to the persistent presence of benzene above the applicable groundwater standards. As requested, we have also presented a list of costs, not included in this proposal, that will be incurred following the issuance of the Response Action Outcome (RAO).

Our project understanding, summary of our proposed approach, and estimated costs for assisting the Borough with each task are provided below.

PROJECT UNDERSTANDING

Currently, the NJDEP characterizes three Areas of Concern (AOCs) at the DPW property as follows:

- AOC-1 - Soils in Former Underground Storage Tank (UST) Excavation
- AOC-2 - Groundwater
- AOC-3 - Sensitive Receptors

AOC-1

A Remedial Investigation Report/Remedial Action Work Plan (RIR/RAWP) was prepared by Dewberry in 2015 to address impacts from the former gasoline UST system and backfill soils at AOC-1. The Remedial Investigation (RI) fieldwork was conducted in three phases. Results of the investigation indicated that the backfill contained five semi-volatile organic compounds (SVOCs) at concentrations above applicable standards. The contaminants were delineated vertically to a depth of about six feet, and horizontally within the DPW parking lot to the North, South, and West. The contaminants were delineated to the East to the property line. One polychlorinated bi-phenol (PCB), Aroclor 1260, was detected in the former UST backfill material in boring B-7 at a concentration of 13.5 milligrams per kilogram (mg/kg). This is above the

NJDEP non-residential direct contact soil remediation standard (NRDCSRS) of 1 mg/kg, and the NJDEP default impact to groundwater soil screening level (IGWSSL) of 0.2 mg/kg. The Aroclor 1260 detected in boring B-7 has been delineated. In 2022, Dewberry's contractor excavated the soil and removed this isolated "hot spot."

AOC-2

Annual groundwater sampling was conducted to monitor impacts from historical petroleum discharges from the former gasoline UST system in monitoring well MW-3 (AOC-2), where persistent benzene concentrations have remained above the NJDEP Class II-A Ground Water Quality Standards (GWQS) of 1.0 ug/l. A classification exception area (CEA), approved by the NJDEP, is currently in effect around MW-3. A recent sample collected in April 2022 yielded a concentration of 5.8 ug/l indicating that the benzene concentration remains at a level above the GWQS. Additional sampling is not planned in 2023 pending the submission of a Remedial Action Permit for groundwater (RAP-GW) to bring the site in compliance with NJDEP regulation N.J.A.C. 7:26C-7.9.

AOC-3

An Ecological Evaluation (EE) is required when on-site contaminants have the potential to impact sensitive receptors (AOC-3), such as Allendale Brook, which is located approximately 55 feet down gradient from the benzene groundwater plume. The objective of the EE, described in Task 3, is to evaluate whether site-related constituents have adversely impacted environmentally sensitive natural resources present in the area of the identified AOCs. The EE is required for site closure.

SCOPE OF SERVICES

Task 1 – Project Management and Licensed Site Remediation Professional Coordination

This task involves project management, administration, and regulatory oversight of remedial and closure activities conducted at the Allendale DPW facility with a Licensed Site Remediation Professional (LSRP) in accordance with May 7, 2012, (updated 2/23/2023) Administrative Requirements for the Remediation of Contaminated Sites NJAC 7:26C (ARRCS). Dewberry's LSRP will verify compliance with the Site Remediation Reform Act (SRRA), Technical Requirements for Site Remediation (TRSR) NJAC 7:26E et seq., and applicable guidance documents. As part of this task, we will complete the NJDEP correspondence, including applicable forms and permit fees, to be submitted to the NJDEP. This does not include the submittal of annual NJDEP remediation fees, which the Borough is submitting directly to the NJDEP.

Task 2 – Engineering and Institutional Controls, Remedial Action Permit for Soil

This task is partially complete. AOC-2 will be closed and managed by implementing engineering and institutional controls and establishing the Remedial Action Permit for Soil. A Deed Notice is an institutional control required when the NJDEP approves a remedial action where soil contamination remains at a site above the unrestricted use soil remediation standards. A Deed Notice is necessary because the site soils include the polycyclic aromatic hydrocarbon (PAH) benzo(a)pyrene at concentrations above the NJDEP Soil Remediation Standard Ingestion-Dermal Exposure Pathway Residential (SRSIDR) and will be left in place. The Deed Notice would be prepared pursuant to N.J.S.A. 58:10B-13.1, including a description of the affected area, applicable engineering controls, and survey plans.

It is anticipated that the engineering controls for the project site will consist of restoring and upgrading the existing asphalt cap. The existing cap consists of a subgrade aggregate and asphalt base course. The restoration, to be conducted by the Borough, will include scarification/preparation of the existing asphalt (base course) followed by the emplacement of compacted two inches of new, compacted, non-permeable asphalt (top course). The cap, as presented in Figure 7 of the 2015 RIR/RAWP, is approximately 17,500 square feet in area. We have also included the decommissioning of the remedial sump (RS-1) as part of

this task. The decommissioning does not include the removal of the steel vault that encases the sump. An operations and maintenance (O&M) plan will also be prepared by Dewberry as part of this engineering control. The Borough should complete capping with asphalt at their earliest convenience.

In accordance with NJAC 7:26C-4.6, once a Deed Notice is recorded with the County Clerk (estimated to cost \$550), the Borough (with Dewberry's assistance) will be required to apply for a remedial action permit for soil (including permit fee of \$1,575) from the NJDEP. This task also includes costs for a Professional Land Surveyor to physically survey the cap and provide a metes and bounds survey of the cap (fee of \$3,500) as required in the Deed Notice.

Task 3 – Ecological Evaluation (AOC-3)

An EE is required when contaminants are located on or adjacent to environmentally sensitive natural resources (ESNR) including surface water. The evaluation consists of a review of the following:

1. Determine whether Contaminants of Potential Ecological Concern (COPECs) are present on-site. COPECs are defined by the NJDEP as being compounds that bio-magnify, bio-accumulate, or exceed available ecologically based criteria or guidelines referenced by the NJDEP, specifically NJAC 7:26E-3.11(a)1. Benzene and PCBs are considered to be COPECs;
2. Determine whether potential ecological receptors (sensitive areas or resources such as surface water) are present on-site or on adjacent properties; and,
3. Determine whether “completed” exposure pathways (including groundwater migration) are present between the existing contamination on-site and identified sensitive areas/resources on-site or on adjacent properties.

The task will include a desktop review of site conditions and an evaluation of historical analytical data. It will also include the collection of three sediment and three surface water samples in Allendale Brook. With respect to the benzene groundwater plume, the samples will be collected upstream, midstream (immediately downgradient of the plume), and downstream. The surface water and sediment samples will be analyzed for benzene and PCBs. In addition, a groundwater sample to test the water quality from the excavated PCB “hot spot” will be collected from a temporary well point. The well point will be sampled using the “low-flow” groundwater sampling technique to reduce the amount of sediment in the sample which non-volatile contaminants may adhere to. The groundwater sample will be analyzed for PCBs. The results from the EE sampling will be presented in the RAR discussed below.

Task 4 – Final Reporting

Due to the anticipated continued use of the DPW facility property, the goal for this project is an AOC-specific LSRP-issued RAO. A site-wide RAO is unnecessary and would incur additional investigations, reporting costs, and remediation costs that would provide little or no benefit to the Borough.

Additional reporting is required before an RAO can be issued by the LSRP to close the existing AOCs. A RAR, including a written description of the remedial actions, will be finalized, and submitted to NJDEP to document remedial actions completed at the project site. It will include summary analytical tables, historic contaminant graphs, the EE, and remedial effectiveness evaluations (e.g., Mann-Whitney U-Test). The RAR will also include an updated Receptor Evaluation (RE) and Case Inventory Document (CID), and the recorded Deed Notice. After that submittal, the Soil and Groundwater RAP applications are prepared and submitted. Once the NJDEP issues the permits, the LSRP will issue an AOC-specific RAO for the project site.

Additional Future Costs

We note, however, that once the soil and groundwater permits are issued, there will be biennial certification requirements for each permit for as long as the permits are in effect. The post-RAO costs that are not included in this proposal are:

- RAP Soil (Annual \$550 plus minimal labor),
- RAP Groundwater (Annual \$660 plus minimal labor),
- First cycle RAP groundwater for one round of Groundwater Sampling of MW-3 and MW-7 (\$650 plus labor),
- Biennial Certification for Asphalt Cap (\$375 Fee and minor labor every 2 years (for as long as the contaminated soil remains in place), and
- Well abandonment of wells MW-3 and MW-7 following the lifting of the CEA (\$1,575 plus labor).

ASSUMPTIONS AND QUALIFICATIONS OF THE PROPOSAL

1. Dewberry's responsibilities on this project are limited to the activities described above. The cost proposal reflects 2023 Professional Labor Rates approved by the Borough.
2. The Borough will provide a Notice-to-Proceed (NTP) resolution to complete the remedial action activities.
3. Annual LSRP and permit fees for AOCs and Groundwater Contamination will continue to be submitted directly by the Borough.
4. Construction and cost of the asphalt cap will be managed by the Borough.
5. The groundwater sampling frequency of MW-3 and MW-7 will be determined in the RAP for Groundwater. Groundwater sampling costs are not included in this proposal.
6. Dewberry personnel will have access to the DPW facility including potable water, electrical, and sanitary facilities during field activities.
7. The scope does not include the costs of future NJDEP obligations such as annual permit fees, cap inspections, biennial reporting, and abandonment of monitoring wells MW-3 and MW-7.

PROJECT MANAGEMENT AND COST

John Robinson, PG, CPG, GISP, LSRP will serve as the Project Manager for this task and will be responsible for the day-to-day activities of this project. William Pendexter, PhD, PG, LSRP, is the assigned LSRP for this project.

The total cost for this scope of work including the updated rate schedule, and the EE and Deed Notice survey is \$16,315. Our current available budget is \$7,092 so we request an additional budget of \$9,223 to complete the project. Dewberry has the necessary staff and resources to begin this project immediately upon receipt of the NTP from the Borough. We will perform the scope of services outlined above on a time and materials basis. We have attached a fee proposal detailing the proposed labor hours and direct expenses necessary to complete the tasks noted above.

STANDARD TERMS AND CONDITIONS

Our Hourly Rates (Attachment A) and Standard Terms and Conditions (Attachment B) are incorporated into and made part of this Agreement. Invoices will be prepared monthly based on the percentage of project completion and are due and payable within 30 days. Payment for our services is not contingent upon your receipt of payment from a third party.

We look forward to continuing to work with the Borough on this project and obtaining NJDEP site closure. Should you have any questions or require additional information, please contact John Robinson at 973.576.9635 or jrobinson@dewberry.com.

Sincerely,
Dewberry Engineers Inc.



Ileana S. Ivanciu, PhD
Senior Vice President



John Robinson, PG, CPG, GISP, LSRP
Project Manager

Enclosures:
Cost Proposal
Attachment A Schedule of Hourly Billing Rates for 2023
Attachment B Standard Terms and Conditions

cc: W. Pendexter, PhD, PG, LSRP, Dewberry

This proposal includes information that shall not be disclosed outside of the client and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this information, the client shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit the client's right to use information contained in this information if it is obtained from another source without restriction. The information subject to this restriction is contained in this letter proposal and any referenced attachments or exhibits.

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DEWBERRY ENGINEERS INC.
Borough of Allendale
Department of Public Works Facility
Cost Proposal - Remedial Action and 2023 Environmental Services

COST ESTIMATE SUMMARY

Total Labor Cost	\$21,480
Total Direct Expense	<u>\$14,527</u>
COST TO COMPLETE	\$36,007

DEWBERRY ENGINEERS INC.
Borough of Allendale
Department of Public Works Facility
Cost Proposal - Remedial Action and 2023 Environmental Services

DIRECT LABOR

Task 1 - Project Management and Licensed Site Remediation Professional Coordination			
Job Title	Hourly Rates	Hours	Labor Cost
Principal	--	0	--
Project Manager	\$215.00	16	\$3,440.00
Licensed Site Remediation Prof. (LSRP)	\$225.00	2	\$450.00
Associate Engineer/Scientist	\$130.00	0	\$0.00
Engineer/Scientist/Inspector	\$100.00	0	\$0.00
Drafter/Technician	\$90.00	0	\$0.00
Task 1 Subtotal		18	\$3,890.00
Task 2 - Engineering and Institutional Controls, Remedial Action Permit for Soil			
Job Title	Hourly Rates	Hours	Labor Cost
Principal	--	0	--
Project Manager	\$215.00	8	\$1,720.00
Licensed Site Remediation Prof. (LSRP)	\$225.00	2	\$450.00
Associate Engineer/Scientist	\$130.00	24	\$3,120.00
Engineer/Scientist/Inspector	\$100.00	0	\$0.00
Drafter/Technician	\$90.00	0	\$0.00
Task 2 Subtotal		34	\$5,290.00
Task 3 - Ecological Evaluation (AOC-3)			
Job Title	Hourly Rates	Hours	Labor Cost
Principal	--	0	--
Project Manager	\$215.00	8	\$1,720.00
Licensed Site Remediation Prof. (LSRP)	\$225.00	0	\$0.00
Associate Engineer/Scientist	\$130.00	16	\$2,080.00
Engineer/Scientist/Inspector	\$100.00	0	\$0.00
Drafter/Technician	\$90.00	0	\$0.00
Task 3 Subtotal		24	\$3,800.00
Task 4 - Final Reporting			
Job Title	Hourly Rates	Hours	Labor Cost
Principal	--	0	--
Project Manager	\$215.00	16	\$3,440.00
Licensed Site Remediation Prof. (LSRP)	\$225.00	4	\$900.00
Associate Engineer/Scientist	\$130.00	32	\$4,160.00
Engineer/Scientist/Inspector	\$100.00	0	\$0.00
Drafter/Technician	\$90.00	0	\$0.00
Task 4 Subtotal		52	\$8,500.00
TOTAL LABOR		128	\$21,480.00

DEWBERRY ENGINEERS INC.
BOROUGH OF ALLENDALE
Department of Public Works Facility
Cost to Complete for Remedial Action and Environmental Services 2023

DIRECT EXPENSES

Task 1 - Project Management and Licensed Site Remediation Professional Coordination					
Task	Item	Qty	Unit	Unit Cost	Total Cost
	Mileage/Vehicle Rental	1	Day	\$85.00	\$85.00
Task 1 Subtotal					\$85.00
Task 2 - Engineering and Institutional Controls, Remedial Action Permit for Soil					
Task	Item	Qty	Unit	Unit Cost	Total Cost
	Mileage/Vehicle Rental	3	Day	\$85.00	\$255.00
	Survey/Meets and Bounds	1	LS	\$4,000.00	\$4,000.00
	Reproduction/Deed Notice Filing Fee	1	Each	\$550.00	\$550.00
	Remedial Action Permit Soil Application Fee (2023)	1	LS	\$1,430.00	\$1,430.00
	Remedial Sump decom. (EPI moved to task 3)	0	LS	\$3,630.00	\$0.00
Task 2 Subtotal					\$6,235.00
Task 3 - Ecological Evaluation (AOC-3)					
Task	Item	Qty	Unit	Unit Cost	Total Cost
	Mileage/Vehicle Rental	2	Day	\$85.00	\$170.00
	Lab. Benzene/PCBs (Sed. and surf. water plus QA/QC)	8	Sample	\$140.00	\$1,120.00
	Driller for temporary well point (includes RS-1 decom.)	1	LS	\$5,280.00	\$5,280.00
	Low flow Sample Equipment (peri pump and Horiba U-52)	1	Kit	\$186.50	\$186.50
	Laboratory Fees (PCB excavation GW + QA/QC)	3	Sample	\$190.00	\$570.00
Task 3 Subtotal					\$7,326.50
Task 4 - Final Reporting					
Task	Item	Qty	Unit	Unit Cost	Total Cost
	Remedial Action Permit Groundwater Application Fee (2023)	1	Each	\$880.00	\$880.00
Task 4 Subtotal					\$880.00
TOTAL DIRECT EXPENSES					\$14,526.50

Notes:

- 1) Annual LSRP Fees for for AOCs and Impacted media (groundwater) not included.
- 2) Cost of constructing asphalt cap for engineering control to be funded by the Borough

ATTACHMENT A

SCHEDULE OF HOURLY BILLING RATES FOR 2023 BOROUGH OF ALLENDALE

TITLE	RATE
Principal (I. Ivanciu)	--
Project Manager	\$215
Licensed Site Remediation Professional	\$225
Associate Engineer/Scientist	\$130
Engineer/Scientist	\$100
Drafter/Technician	\$90

Mileage and expenses incurred during the conduct of business for a specific project will be charged to the project and invoiced accordingly.

This proposal includes information that shall not be disclosed outside of the client and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this information, client shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit client's right to use information contained in this information if it is obtained from another source without restriction. The information subject to this restriction is contained in this proposal and any referenced attachments or exhibits.

**ATTACHMENT B
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.



- 11. Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
- 12. Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
- 13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 14. Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 15. Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 16. Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
- 17. Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 18. Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
- 19. Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 20. Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
- 21. Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
- 22. Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
- 23. Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
- 24. Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.