

**MAYOR AND COUNCIL
WORK SESSION/REGULAR MEETING
BOROUGH HALL ANNEX
August 2, 2010
7:30PM**

1. **FLAG SALUTE**
2. **ROLL CALL** Mayor Heveran (), Councilpersons, Norgaard (), Brennan (), Choi (), Hawkins (), Knott (), Raucci (), Borough Attorney Giblin (), Borough Administrator Terhune (), Borough Clerk Fran Lehmann ()
3. **OPEN MEETING STATEMENT**

Conditions of the Open Meeting Act have been met by notice placed on the bulletin board at Borough Hall and notice sent to the official newspaper.
4. **PRESENTATIONS**
5. **APPOINTMENTS**
Community Development Appointments
6. **COMMENTS FROM THE PUBLIC**

Limited to two (2) minutes per speaker (20 – minute duration)
7. **APPROVAL OF MINUTES**

Council Minutes July 7, 2010
8. **RESOLUTIONS**

10-193 Adoption 2010 Municipal Budget
10-194 Authorizing Ratifying Resolution to Pay 2009 Claims against Appropriation Reserves and 2010 Budget
10-195 Authorizing the Treasurer to Pay Claims against the 2009 Budget Reserves and the 2100 Municipal Budget
10-196 Authorizing the Extension of Cleaning Contract through August 2011
10-197 Authorizing Municipal Representative for Open Space
10-198 Authorizing community Development Representatives
10-199 Awarding the Bid for Road Improvements to AJM Contractors
10-200 Amending Lightpath Resolution 07-296
10-201 Accepting Grant Agreement with Bergen County CDBG

- 10-202 Accepting the Bid for the 2003 Harley Davidson Motorcycle in the amount of \$7,500
- 10-203 Accepting the Engineering Proposal for the 2010 Road Program
- 10-204 Accepting the Proposal from H2M for
- 10-205 Accepting a Proposal from Birdsall Engineering for Soil Testing in Wood Park

A motion was made by Councilperson _____, seconded by Councilperson _____ to approve the resolutions.

ROLL CALL Councilpersons Norgaard (), Brennan (), Choi (), Hawkins (), Knott (), Raucci ()

9. **INTRODUCTION OF ORDINANCES**

**Introduction of Ordinance 09-10 entitled;
AN ORDINANCE AMENDING CHAPTER 66 TITLED
“VOLUNTEER SERVICES” TO ADD A NEW SECTION
REGARDING VOLUNTEER EMERGENCY STANDBY
GUIDELINES.**

A Motion was made by Councilperson _____, seconded by Councilperson _____ to approve on first reading Ordinance 09-10.

ROLL CALL Councilpersons Norgaard (), Brennan (), Choi (), Hawkins (), Knott (), Raucci ()

10. **ADOPTION OF ORDINANCES**

11. **UNFINISHED BUSINESS**

- a) Ambulance RFP
- b) Shuttle Bus to Ferry Terminal (Mayor Heveran)

12. **NEW BUSINESS**

- a) AT&T Lease Extension (Borough Attorney)
- b) Bus Stop Relocation Request (Council President Norgaard)
- c) ISO Report (Borough Administrator)

13. **CORRESPONDENCE**

14. **COMMENTS FROM THE PUBLIC**

Limited to five (5) minutes per speaker at the discretion of the chair
(duration of thirty (30) minutes)

15. **CLOSED SESSION**

16. **ADJOURNMENT** (10 P.M. unless motion to extend)

FORMAL ACTION ON ANY BOROUGH BUSINESS MAY BE TAKEN

SECTION 2 - UPON ADOPTION FOR YEAR 2010
 (Only to be included in the Budget as Finally Adopted)

RESOLUTION 10-193

Be it Resolved by the Governing Body of the County of Bergen, that the budget herein before set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 10,303,228.48 (item 2 below) for municipal purposes and
 (b) \$ (item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
 (c) \$ (item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

RECORDED VOTE
 (insert last name)

AYES

Nays

Abstained

Absent

SUMMARY OF REVENUES

1. General Revenues			
Surplus Anticipated		08-100	\$ 300,000.00
Miscellaneous Revenues Anticipated		13-099	\$ 2,087,690.41
Receipts from Delinquent Taxes		15-499	\$ 267,916.63
		07-190	\$ 10,303,228.48
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)			
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOLS DISTRICTS ONLY:			
Item 6, Sheet 11	07-195	\$	
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only			
4. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOLS DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	
Total Revenues	13-299	\$	12,958,735.52

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:			
<u>Within "CAPS"</u>			
	(a&b) Operations Including Contingent	XXXXXX	XXXXXXXXXXXXXX
	(e) Deferred Charges and Statutory Expenditures - Municipal	XXXXXX	XXXXXXXXXXXXXX
	(g) Cash Deficit	34-201	\$ 8,656,668.57
		34-209	\$ 831,122.44
		46-885	
Excluded from "CAPS"		XXXXXX	XXXXXXXXXXXXXX
	(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 1,957,660.78
	(c) Capital Improvements	44-999	\$ 73,000.00
	(d) Municipal Debt Service	45-999	\$ 1,089,868.66
	(e) Deferred Charges - Municipal	46-999	\$ 38,920.00
	(f) Judgements	37-480	\$
	(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	\$
	(g) Cash Deficit	46-885	\$
	(k) For Local District School Purposes	29-410	\$
	(m) Reserve for Uncollected Taxes (Include Other Reserves, If Any)	50-999	\$ 311,695.07
6. SCHOOL APPROPRIATIONS - TYPE 1 SCHOOL DISTRICTS ONLY (N.J.S.A. 40A-4.13)		07-195	\$
Total Appropriations		34-499	\$ 12,958,735.52

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 2nd day of August, 2010. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2010 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 2nd day of August, 2010, _____, Clerk

Signature

BOROUGH OF LEONIA

RESOLUTION

<i>Council</i>	Motion	Second	Yes	No	Abstain	Absent
Brennan						
Choi						
Hawkins						
Knott						
Norgaard						
Raucci						
Heveran						

10-194

DATE: _____, 2010

Carried []

Defeated []

Tabled []

Approved on Consent Agenda []

RESOLVED, that the Mayor and Council hereby ratify the authorization of the Treasurer to pay the following claims and charge the 2010 Temporary Budget and/or Reserve Budget.

Borough of Leonia	Current Fund Payroll -7/2/10	234,344.40
Borough of Leonia	Current Fund Social Security-7/2/10	11,599.00
Borough of Leonia Swim Pool	Swim Pool Payroll-7/2/10	10,272.23
Borough of Leonia Swim Pool	Swim Pool Social Security-7/2/10	785.83
Recreation Activities Trust	Rec Trust Payroll-7/2/10	3,738.00
Borough of Leonia	Current Fund payroll -7/1/-10	224,576.67
Borough of Leonia	Current Fund Social Security-7/16/10	12,474.79
Borough of Leonia Swim Pool	Swim Pool Payroll-7/16/10	15,571.64
Borough of Leonia Swim Pool	Swim Pool Social Security-7/16/10	1,191.23
Recreation Activities Trust	Rec Trust Payroll-7/16/10	12,344.25
Borough of Leonia	Current Fund Payroll-7/30/10	194,509.80
Borough of Leonia	Current Fund Social Security 7/30/10	11,537.61
Borough of Leonia Swim Pool	Swim Pool Payroll-7/30/10	16,978.20
Borough of Leonia Swim Pool	Swim Pool Social Security-7/30/10	1,298.83
Recreation Activities Trust	Rec Trust Payroll-7/30/10	12,344.25
Recycling Trust	Recycling Payroll-7/30/10	2,523.00
Canon Financial Services	Current Fund-August Premium	287.89
CIT Technology Financing Service	Current Fund-August Premium	201.34
Delta Dental Plan of NJ	Current Fund-Dental Premium-August	7,585.98
Ford Motor Credit-Dept 67-434	Current Fund-Police Car Lease-August	658.02
Dot Gov Support	Current Fund-Domain Name Renewal	125.00
NJSHBP-Active Employees	Current Fund-August Premium	65,829.50
NJSHBP-Retired Personnel	Current Fund-August Premium	28,051.69
TD Equipment Finance, Inc.	Current Fund-Police Car Lease-August	791.98
UNUM Life Insurance-Long Term	Current Fund-Disability-August	671.67
Guardian Insurance-Short Term	Current Fund-Disability-August	104.57
VSIP Benefits Division	Current Fund-Fire Dept Life Ins.-August	1,758.04

RESOLUTION- Continued

NJEIT Loan-Spring Street	Current Fund-August Paydown	24,394.44
NJEIT Loan-Salt Dome	Current Fund-August Paydown	5,472.92
NJEIT-Admin Fee-Spring St.	General Capital-August Paydown	345.00
NJEIT-Admin Fee- Salt Dome	General Capital-August Paydown	240.00
Bergen Cty Mun Joint Ins Fund	Current Fund-3rd Qtr Liability Installment	100,134.53
County of Bergen-Admin & Finance	Current Fund-3rd Qtr County Taxes	861,155.68
Woodforest National Bank	Recreation Trust-C.C. Fees-June	102.38
Woodforest National Bank	Swim Pool Utility-C.C. Fees-June	185.46
Woodforest National Bank	Municipal Court-C.C. Fees-June	140.39
Leonia Board of Education	Current Fund-August School Taxes	1,372,500.00
De Lage Landen Financial Services	Current Fund-Rec Copier Lease-July	710.16
De Lage Landen Financial Services	Current Fund-Rec Copier Lease-August	710.16
	TOTAL	3,238,246.53

August 2, 2010 M & C Meeting

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____, 2010**

BOROUGH CLERK

BOROUGH OF LEONIA

RESOLUTION

<i>Council</i>	Motion	Second	Yes	No	Abstain	Absent
Brennan						
Choi						
Hawkins						
Knott						
Norgaard						
Rauci						
Heveran						

10-195

DATE: August 2, 2010

Carried []

Defeated []

Tabled []

Approved on Consent Agenda []

RESOLVED: that the Mayor and Council hereby authorize the Treasurer to pay the following claims and charge the 2010 Temporary Budget and/ or Reserve Budget

Current 2009	9-01	771.20
Current 2010	0-01	332,313.79
Swim Pool 2010	0-05	9,710.82
Capital	C-04	2,870.86
Grant Fund Appropriated	G-01	2,596.32
Recreation Activities Trust	T-20	12,236.91
Municipal Drug Alliance Trust	T-23	91.19
Animal Control Trust	T-25	75.60
Failure To Appear Trust	T-26	200.00
	<u>Total</u>	360,866.69

Claims Resolution 8/2/2010

August 2, 2010 Council Meeting

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY

THE MAYOR AND COUNCIL ON _____, 2010

BOROUGH CLERK

07/29/10
13:23:00

BOROUGH OF LEONIA
Received P.O. Batch Listing By P.O. Number

Page No: 1

Rcvd Batch Id Range: First to Last		Rcvd Date Start: 0 End: 07/29/10		Report Format: Condensed		
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/22/10	MAH	10-00006	DIESEL FUEL	05654 RACHLES/MICHELE'S OIL CO.	5,470.37	
07/22/10	MAH	10-00007	TIRE PURCHASE - DPW	04310 C & C TIRE, INC.	4,179.40	
07/22/10	MAH	10-00011	MEDICAL OXYGEN	00011 AGL WELDING SUPPLY CO. INC.	819.92	
07/22/10	MAH	10-00027	WIRELESS AIR SVCE-JAN/DEC 2010	01273 VERIZON WIRELESS	560.16	
07/22/10	MAH	10-00080	MISC. SUPPLIES FOR RECREATION	00220 MOORE'S HARDWARE OF LEONIA	25.47	
07/22/10	MAH	10-00081	MISC. MATERIALS & SUPPLIES	04955 LOWE'S COMPANIES, INC.	182.63	
07/22/10	MAH	10-00083	VEHICLE MAINTENANCE	04974 UNITED MOTOR PARTS	158.28	
07/22/10	MAH	10-00107	MONTHLY CHARGES - SR BUS CELL	01273 VERIZON WIRELESS	25.00	
07/22/10	MAH	10-00109	REIMBURSE SENIOR COORDINATOR	00225 CASSIDY, MARION	457.41	
07/22/10	MAH	10-00120	OIL CHANGES FIRE DEPT VEHICLES	03496 MAGIC TOUCH AUTO SPA	145.89	
07/22/10	MAH	10-00169	WATER SERVICE SWIM POOL	00150 UNITED WATER NJ	379.48	
07/22/10	MAH	10-00171	TELEPHONE SERVICE SWIM POOL	00258 VERIZON	93.17	
07/22/10	MAH	10-00172	SECURITY SYSTEM SWIM POOL	04512 VECTOR SECURITY	87.99	
07/22/10	MAH	10-00174	SPRINKLER SYSTEM - SWIM CLUB	02674 AQUA MIST IRRIGATION CORP.	165.00	
07/22/10	MAH	10-00239	PORTABLE TOILET - STATION PKWY	02371 NORTH JERSEY PORTABLE TOILETS,	159.00	
07/22/10	MAH	10-00342	EQUIPMENT MAINTENANCE	00226 MATERA'S NURSERY AND GARDEN CE	35.95	
07/22/10	MAH	10-00372	WASHER SOLVENT	00330 SAFETY KLEEN CORP.	220.75	
07/22/10	MAH	10-00386	DRAINAGE MAINTENANCE	00303 PROGRESSIVE BRICK CO.	217.95	
07/22/10	MAH	10-00442	CELL PHONE SERVICE	05715 NEXTEL COMMUNICATIONS	245.87	
07/22/10	MAH	10-00483	TIPPING FEES	05783 WASTE MANAGEMENT OF NJ INC.	5,243.77	
07/22/10	MAH	10-00484	ELEVATOR	04508 R.M.R. ELEVATOR COMPANY, INC.	191.22	
07/22/10	MAH	10-00543	CHEMICALS FOR SWIM POOL	00609 JERSEY CHEMICALS INC.	4,063.94	
07/22/10	MAH	10-00579	STREET SYSTEM	03512 NORTH BERGEN ASPHALT PROD, LLC	192.24	
07/22/10	MAH	10-00583	MISC. DISPOSAL MATERIALS	03058 NATURE'S CHOICE CORP.	1,087.50	
07/22/10	MAH	10-00584	STREET SWEEPING DISPOSAL	05802 S.J.G. SERVICES, INC.	1,454.60	
07/22/10	MAH	10-00586	GROUND MAINTENANCE/SWIM POOL	00352 T.J. STORFF LANDSCAPING, INC.	2,810.00	
07/22/10	MAH	10-00625	LT. BADGE	04265 PALISADES BADGE AND EMBLEM	78.00	
07/22/10	MAH	10-00627	DEFENSE TECH AEROSOL PROJECTOR	01014 LAWMEN SUPPLY CO. OF NJ, INC.	258.66	
07/22/10	MAH	10-00629	NJ LAW ENFORCEMENT HANDBOOK	05853 LEXISNEXIS MATTHEW BENDER	139.46	
07/22/10	MAH	10-00639	TROPHIES FOR 2010 BASKETBALL	0612 CROWN TROPHY	237.00	
07/22/10	MAH	10-00652	SVCE CALL BORO HALL	06303 PROTECTIVE MEASURERS	392.00	
07/22/10	MAH	10-00655	CHAIN SAW	02055 FREMGEN'S POWER EQUIPMENT, INC	269.95	
07/22/10	MAH	10-00666	REPAIR/FIELD GROOMER/PK SWEEPE	00756 WILFRED MAC DONALD INC.	1,248.79	
07/22/10	MAH	10-00668	MAINTENANCE CLEANING BORO BLDG	04293 WINNETT'S CLEANING SERVICE	2,292.66	
07/22/10	MAH	10-00717	ADMIN OFFICE SUPPLIES	00224 MACO OFFICE SUPPLIES	502.39	
07/22/10	MAH	10-00751	PIZZA/SUB SANDWICH REC CENTER	03128 SONNY'S PIZZERIA	2,204.00	
07/22/10	MAH	10-00760	HVY EQUIPMENT REPAIR	00756 WILFRED MAC DONALD INC.	433.16	
07/22/10	MAH	10-00785	PUBLIC HEALTH INSPECTION	00231 MID-BERGEN REGIONAL HEALTH CMS	6,475.00	
07/22/10	MAH	10-00788	DOG REPORT - APRIL	0618 NJ DEPT HEALTH & SR SVCE.	67.20	
07/22/10	MAH	10-00791	SENIOR BUS TITLE	05587 TERHUNE JACK	60.00	
07/22/10	MAH	10-00797	INSTRUCTOR PAY SPRING 2010	03500 SUNG JULIE	819.20	
07/22/10	MAH	10-00800	ARTS & CRAFTS 2010 SWIM POOL	00552 ECONOMY HANDICRAFTS	46.86	
07/22/10	MAH	10-00801	MISC CLEANING SUPPLIES	05784 THE BAG LADY	605.50	
07/22/10	MAH	10-00802	ID CARDS FOR 2010 POOL SEASON	00701 GILL ASSOCIATES	714.75	
07/22/10	MAH	10-00803	RICH PINK LOTION SOAP	04278 BCB JANITORIAL SUPPLY CO. INC.	58.98	
07/22/10	MAH	10-00804	REPAIRS	02674 AQUA MIST IRRIGATION CORP.	93.00	
07/22/10	MAH	10-00805	MISC ARTS & CRAFTS	00328 S&S WORLDWIDE, INC.	135.40	
07/22/10	MAH	10-00806	MISC ARTS & CRAFTS SUPPLIES	04292 DISCOUNT SCHOOL SUPPLY	108.94	
07/22/10	MAH	10-00807	MISC ARTS & CRAFTS SUPPLIES	00328 S&S WORLDWIDE, INC.	703.16	
07/22/10	MAH	10-00808	ARTS & CRAFTS SUPPLIES	00328 S&S WORLDWIDE, INC.	944.60	
07/22/10	MAH	10-00809	WATER SERVICE	00150 UNITED WATER NJ	870.46	
07/22/10	MAH	10-00810	GAS & ELECTRIC SERVICE	00288 PUBLIC SERVICE ELECTRIC & GAS	347.81	

07/29/10
13:23:00

BOROUGH OF LEONIA
Received P.O. Batch Listing By P.O. Number

Page No: 2

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/22/10	MAH	10-00811	GAS & ELECTRIC	00288 PUBLIC SERVICE ELECTRIC & GAS	949.49	
07/22/10	MAH	10-00840	SANITARY INSPECTOR FORMS	02895 KEYSTONE PRINTING	590.00	
07/22/10	MAH	10-00843	DARE GRADUATION PARTY	00196 LEONIA RECREATION COMMISSION	175.00	
07/22/10	MAH	10-00844	DARE WATER BOTTLES	05423 GARY LAWRENCE ASSOCIATES, INC.	413.00	
07/22/10	MAH	10-00848	REIMBURSEMENT DARE GRADUATION	02006 PEREZ, MARIA	91.19	
07/22/10	MAH	10-00853	NORTON ANTI-VIRUS	01514 KEN LEVY COMPUTER SYSTEMS	61.00	
07/22/10	MAH	10-00855	2nd QUARTER 2010	00231 MID-BERGEN REGIONAL HEALTH CMS	6,475.00	
07/22/10	MAH	10-00857	NJ DOG LICENSE/CAT LICENSE TAG	00230 MGL PRINTING SOLUTIONS	374.00	

Total for Batch: MAH 57,908.57

Total for Date: 07/22/10 Total for All Batches: 57,908.57

07/27/10	ISC	10-00007	TIRE PURCHASE - DPW	04310 C & C TIRE, INC.	237.78	
07/27/10	ISC	10-00078	SPRING WATER - RECREATION	03385 POLAND SPRING	10.45	
07/27/10	ISC	10-00118	SPRING WATER	03385 POLAND SPRING	34.52	
07/27/10	ISC	10-00293	WATER MAINTENANCE	03385 POLAND SPRING	29.42	
07/27/10	ISC	10-00632	MAINTENANCE FEE	02377 DUPLITRON, INC.	198.00	
07/27/10	ISC	10-00650	SPRING WATER - DPW	03385 POLAND SPRING	14.63	
07/27/10	ISC	10-00651	SPRING WATER - BOROUGH HALL	03385 POLAND SPRING	8.36	
07/27/10	ISC	10-00794	CHARTER BUS - ATLANTIC CITY	05384 AIR BROOK LIMOUSINE	850.00	
07/27/10	ISC	10-00796	#10 ENVELOPES/RECEIPT BOOKS	00230 MGL PRINTING SOLUTIONS	664.00	
07/27/10	ISC	10-00839	UNIFORM TRAFFIC TICKETS	00551 DEPT. #40253	440.00	
07/27/10	ISC	10-00845	FOOD FOR DARE GRADUATION	03128 SONNY'S PIZZERIA	412.00	
07/27/10	ISC	10-00847	DOG REPORT MAY 2010	0618 NJ DEPT HEALTH & SR SVCE.	8.40	
07/27/10	ISC	10-00852	REIMBURSEMENT PETTY CASH	06052 BOROUGH OF LEONIA	607.70	
07/27/10	ISC	10-00856	ANIMAL CONTROL 2nd QUARTER	04010 BERGEN CTY DEPT HEALTH SERVICE	3,476.46	
07/27/10	ISC	10-00858	MISC OFFICE SUPPLIES	05581 OFFICE DEPOT	242.90	
07/27/10	ISC	10-00859	COMPUTER MONITOR/SUPPORT SVCE	01514 KEN LEVY COMPUTER SYSTEMS	563.00	
07/27/10	ISC	10-00860	SATURDAY IN THE PARK SUPPLIES	03063 LAFF & GRIN AMUSEMENT	900.00	
07/27/10	ISC	10-00862	1st QTR. 2010 COORDINATOR FEE	03073 TAPPEN, JANE	350.74	
07/27/10	ISC	10-00863	PROJECTION GRADUATION	03054 PROJECT GRADUATION - LEONIA	900.00	
07/27/10	ISC	10-00865	REIMBURSEMENT SPRING CONFERENC	02864 YANDOLI, FRANCES	200.00	
07/27/10	ISC	10-00867	3rd QTR. SEWER SVCE	00023 BERGEN COUNTY UTILITIES AUTH.	194,117.00	

Total for Batch: ISC 204,265.36

Total for Date: 07/27/10 Total for All Batches: 204,265.36

07/28/10	MLB	10-00248	JANITORIAL SUPPLIES	00317 REGAL MAINTENANCE SUPPLY CO.	1,030.25	
07/28/10	MLB	10-00249	TELEPHONE SERVICE	00258 VERIZON	452.30	
07/28/10	MLB	10-00251	OFFICE SUPPLIES	06017 STAPLES BUSINESS ADVANTAGE	1,217.27	
07/28/10	MLB	10-00254	WATER	00150 UNITED WATER NJ	39.80	
07/28/10	MLB	10-00257	HARDWARE SUPPLIES	00220 MOORE'S HARDWARE OF LEONIA	214.39	
07/28/10	MLB	10-00492	DEDICATED LINE - ELEVATOR	00258 VERIZON	58.30	
07/28/10	MLB	10-00671	WEB-SITE SET UP FEE	06338 PRIME MSP	500.00	
07/28/10	MLB	10-00773		00997 VAN DINE'S	771.20	
07/28/10	MLB	10-00786	DIESEL FUEL	05654 RACHLES/MICHELE'S OIL CO.	6,008.91	
07/28/10	MLB	10-00795	BOROUGH CELL PHONE SERVICE	01273 VERIZON WIRELESS	1,283.72	
07/28/10	MLB	10-00812	BROAD AVE. LANDSCAPING	02635 ROHSLER'S ALLENDALE NURSERY	469.09	
07/28/10	MLB	10-00817	GASOLINE	05654 RACHLES/MICHELE'S OIL CO.	3,521.04	
07/28/10	MLB	10-00831	TELEPHONE SERVICE - MAY	00258 VERIZON	1,851.11	

07/29/10
13:23:00

BOROUGH OF LEONIA
Received P.O. Batch Listing By P.O. Number

Page No: 3

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/28/10	MLB	10-00834	PLANT ANNUALS BUSINESS DISTRI	06304 CELESTE STAPLETON	650.00	
07/28/10	MLB	10-00836	LONG DISTANCE SERVICE	03156 VERIZON BUSINESS	340.07	
07/28/10	MLB	10-00837	CELL PHONE SERVICE	05715 NEXTEL COMMUNICATIONS	186.77	
07/28/10	MLB	10-00838	TELEPHONE SERVICE	05569 SPRINT	136.31	
07/28/10	MLB	10-00842	SUPPLIES FOR SENIOR CLASS	03430 BERTOLINI ED	345.58	
07/28/10	MLB	10-00864	STREET LIGHTING	02288 PUBLIC SERVICE & GAS	23,747.72	
07/28/10	MLB	10-00872	BOND RENEWAL - LIBRARY TREAS.	02934 THE VOZZA AGENCY	130.00	
07/28/10	MLB	10-00876	WATER SVCE VARIOUS BLDGS	00150 UNITED WATER NJ	577.84	
07/28/10	MLB	10-00877	ADVERTISE ORDINANCES	00277 BERGEN NEWSPAPER GROUP,LLC	632.74	
07/28/10	MLB	10-00884	REPAIRS CAMERAS POLICE CARS	03489 WPCS INTERNATIONAL INC.	275.00	
07/28/10	MLB	10-00889	NEW ROTORS/BRAKE PADS	03497 FAIRGRIEVE KENNETH A.	423.83	
07/28/10	MLB	10-00892	FIRE EXTINGUISHER RECHARGE	05041 CAMPBELL FIRE PROTECTION INC	85.10	
07/28/10	MLB	10-00893	REPAIR GMC YUKON	03497 FAIRGRIEVE KENNETH A.	337.58	
07/28/10	MLB	10-00894	BULB/SEAL - WIPER BLADES	04974 UNITED MOTOR PARTS	36.33	
07/28/10	MLB	10-00897	KITCHEN SYSTEM INSPECTION	05041 CAMPBELL FIRE PROTECTION INC	97.00	
07/28/10	MLB	10-00899	REPAIR OF GEAR	05625 MINERVA CLEANERS	39.00	
07/28/10	MLB	10-00900	GAS & ELECTRIC - APRIL 2010	00288 PUBLIC SERVICE ELECTRIC & GAS	9,680.92	
07/28/10	MLB	10-00901	GAS & ELECTRIC - MAY 2010	00288 PUBLIC SERVICE ELECTRIC & GAS	8,825.83	
07/28/10	MLB	10-00903	REIMBURSEMENT - MILEAGE/TOLLS	04259 BIGELOW DEBORAH	81.00	
07/28/10	MLB	10-00906	DIRECTORY NJ LIBRARIES	00862 LDA PUBLISHERS	85.00	
07/28/10	MLB	10-00907	REVIEW CONTRACT - EMPL. ADVISE	03537 WILENTZ,GOLDMAN & SPITZER P.A.	907.50	
07/28/10	MLB	10-00908	EMERGENCY REPAIR	03242 OTIS ELEVATOR COMPANY	646.00	
07/28/10	MLB	10-00911	DUES FOR 2010	03538 BC MUNICIPAL CLERKS ASSOC.	100.00	
07/28/10	MLB	10-00917	SAFETY CUFFS	03172 ALL INDUSTRIAL SAFETY PRODUCTS	157.43	
Total for Batch: MLB					65,941.93	
Total for Date: 07/28/10					65,941.93	
Total for All Batches:					65,941.93	

07/29/10	ISC	10-00029	HALF YEAR MAINTENANCE COMPUTER	03410 QUIKTEKS	850.00	
07/29/10	ISC	10-00375	HVY EQUIPMENT REPAIR	04070 TIMMERMAN	900.00	
07/29/10	ISC	10-00484	ELEVATOR	04508 R.M.R. ELEVATOR COMPANY, INC.	191.22	
07/29/10	ISC	10-00528	RENTAL POSTAGE MACHINE	05458 PITNEY BOWES	639.00	
07/29/10	ISC	10-00538	OFFICE SUPPLIES	05439 ACTION OFFICE SUPPLIES	172.61	
07/29/10	ISC	10-00670	MONTHLY HOSTING WEB-SITE	06338 PRIME MSP	99.00	
07/29/10	ISC	10-00818	HAND WIPES/CITRON SOAP	04624 CHEMSEARCH	572.37	
07/29/10	ISC	10-00822	REPAIR DUMP TRUCK #8	00024 BEYER BROS.	5,565.32	
07/29/10	ISC	10-00825	SPRINKLER SYSTEM REPAIR	05605 R & R IRRIGATION CO. INC.	443.98	
07/29/10	ISC	10-00826	HEAVY EQUIPMENT REPAIR	00348 STORR TRACTOR CO.	79.22	
07/29/10	ISC	10-00835	MAINTENANCE SYLVAN PARK	05525 TRI STATE ATHLETIC FIELD	4,500.00	
07/29/10	ISC	10-00866	FIRE HYDRANTS	00150 UNITED WATER NJ	15,618.26	
07/29/10	ISC	10-00910	LIQUOR LICENSE APPLICATIONS	04817 NJ DIV ALCOHOLIC BEV. CONTROL	12.00	
07/29/10	ISC	10-00925	NJ STAT 2010 PP	04103 WEST GROUP PAYMENT CENTER	207.00	
07/29/10	ISC	10-00933	SERVICES RENDERED THRU 3/31/10	05847 ROGUT MCCARTHY LLC	2,870.86	
Total for Batch: ISC					32,720.84	
07/29/10	MLB	10-00257	HARDWARE SUPPLIES	00220 MOORE'S HARDWARE OF LEONIA	29.99	
Total for Batch: MLB					29.99	
Total for Date: 07/29/10					32,750.83	
Total for All Batches:					32,750.83	

07/29/10
13:23:00

BOROUGH OF LEONIA
Received P.O. Batch Listing By P.O. Number

Page No: 4

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
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07/29/10
13:23:00

BOROUGH OF LEONIA
Received P.O. Batch Listing By P.O. Number

Page No: 5

Batch Id	Batch Total
Total for Batch: ISC	236,986.20
Total for Batch: MAH	57,908.57
Total for Batch: MLB	65,971.92
Total of All Batches:	<u>360,866.69</u>

Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	0-01	332,313.79	0.00
SWIM POOL FUND	0-05	9,710.82	0.00
	Year Total:	342,024.61	0.00
CURRENT FUND	9-01	771.20	0.00
	C-04	2,870.86	0.00
GRANT FUND APPROPRIATED:	G-01	2,596.32	0.00
	T-20	12,236.91	0.00
	T-23	91.19	0.00
	T-25	75.60	0.00
	T-26	200.00	0.00
	Year Total:	12,603.70	0.00
Total of All Funds:		360,866.69	0.00

BOROUGH OF LEONIA RESOLUTION

<i>Council</i>	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

10-196

DATE: 7/19 / 2010

Carried []

Defeated []

Tabled []

Approved on Consent Agenda []

WHEREAS, the contract for the cleaning of the Borough Facilities was initially awarded on September 13, 2007 to Winnett's Cleaning Service in the amount of \$27,512.00 and has been renewed twice since at the same cost to the Borough, and Winnett's Cleaning Service has offered to extend the contract for an additional year at no additional cost; and

WHEREAS, the Borough Administrator, Jack Terhune recommends that the contract be extended for a one (1) year period to Winnett's Cleaning Service in the amount of \$27,512.00 through August 2011; and

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council hereby authorizes the option to renew the agreement in the amount of \$27,512.00.

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____, 2010


..... BOROUGH CLERK

CERTIFICATION OF FUNDS

CONTRACT AWARD

As required by N.J.S.A. 40A:4-57, I, Myrna Becker, Chief Financial Officer of the Borough of Leonia, have ascertained that there are sufficient uncommitted funds in the 2010 Temporary Budget for a contract award to Winnett's Cleaning Services, P.O. Box 143, Leonia, NJ 07605 in the annual amount of \$27,512.00 in connection to the daily cleaning of Borough buildings, starting September 2010 through August 2011. Therefore, funds will be made available in the temporary budget to appropriation line 10-01-26-310-129.

Amount Certified: Not to Exceed \$ 27,512.00



MYRNA BECKER/CMFO

7/21/10

DATE

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-197
DATE
Carried
Defeated
Tabled
Approved

MUNICIPAL REPRESENTATIVE FOR OPEN SPACE COMMITTEE

WHEREAS, the Borough of Leonia has entered into a Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act NJSA 40A:8A-1 et seq. to participate in the Bergen County Open Space, Recreation, Farmland and Historic Preservation Trust Fund; and

WHEREAS, said Agreement requires that one municipal representative be appointed by the Governing Body of the Community to be part of the Open Space Trust Municipal Park Improvement and Land Acquisition Program Regional Committee for the term of one year coinciding with the fiscal year July 1, 2009 through June 30, 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body hereby appoints Jack Terhune as its representative to participate on the Open Space Trust Municipal Program Regional Committee.

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____**

BOROUGH CLERK

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-198
DATE
Carried
Defeated
Tabled
Approved

WHEREAS, the Community Development Office of Bergen County has requested that the Mayor appoint a representative and the Borough Council appoint a representative for the Office of Community Development

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council hereby appoints Hans Spiegel residing at 187 Leonia Avenue, as the representative for the Borough Council and Mrs. Jane Tappen, residing at 124 Vreeland Avenue, the Mayor's appointment.

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____**

BOROUGH CLERK

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-199
DATE
Carried
Defeated
Tabled
Approved

WHEREAS, bids were accepted and opened for NJDOT Improvements to Glenwood Avenue; CDBG Improvement to Linden Terrace and Alternate 2 NJDOT Improvements to Glenwood Avenue on July 22, 2010; and

WHEREAS, four bids were received; and the apparent responsible low bidder was AJM Contractors, Inc., 300 Kuller Road, Clifton, NJ 07011 as follows:
 Base Bid Amount NJDOT Improvements to Glenwood Avenue
 \$154,139.90
 Base Bid Amount CDBG Improvements to Linden Terrace \$134,549.50
 Alternate A1 Amount CDBG Improvements to Glenwood Avenue
 \$80,662.60
 Alternate A2 Amount NJDOT Improvements to Glenwood Avenue
 \$26,177.50

and:

WHEREAS, the Borough Engineer hereby recommends the award of the contract to AJM per the attached; and

WHEREAS, the CFO has certified that funds are available; and

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Leonia that AJM, Contractors, Inc. is hereby awarded the contract for the aforementioned project; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute the agreement between AM Contractors and the Borough of Leonia.

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
 BY THE MAYOR AND COUNCIL ON _____**

BOROUGH CLERK


CERTIFICATION OF FUNDS

CONTRACT AWARD

As required by N.J.S.A. 40A:4-57, I, Myrna Becker, Chief Financial Officer of the Borough of Leonia, have ascertained that there are sufficient uncommitted funds in the 2010 Temporary Capital Budget for a contract award in the total amount of \$395,489.50 to AJM Contractors in connection to improvements to Linden Street and Glenwood Avenue both North and South of Fort Lee Road.. Therefore, funds will be made available in the capital budget to capital budget line as follows:

C-04-55-101-951	\$134,549.50
C-04-55-101-952	<u>\$260,980.00</u>
	\$395,529.50

Amount Certified: Not to Exceed \$ 395,529.50



MYRNA BECKER/CMFO

7/27/10

DATE

LAW OFFICES
GIBLIN & GIBLIN

PAUL J. GIBLIN*
PAUL J. GIBLIN, JR.*
BRIAN T. GIBLIN**
MICHAEL A. CANNAIO*

* MEMBER N.J. & N.Y. BAR
** MEMBER N.J. & FLA. BAR
* MEMBER N.J. & WI BAR

2 FOREST AVENUE
SUITE 200
ORADELL, N.J. 07649
(201) 262-9500
TELECOPIER (201) 262-8107

170 DUANE STREET #2C
NEW YORK, NY 10013
(212) 226-8841

REPLY TO: ORADELL

July 28, 2010

Mayor and Council
Borough of Leonia
312 Broad Avenue
Leonia, NJ 07605

RE: NJDOT & CDBG Improvements

Honorable Mayor and Members of the Council:

I have been provided with the original bid packages submitted by the four (4) bidders in the above-captioned work as well as the bid tabulation sheet from Borough Engineer, Katherine Elliot. It is my opinion that the bid package submitted by the apparent low bidder, AJM Contractors, with offices at 300 Kuller Road, Clifton, New Jersey, is in accordance with the bid specifications. Therefore, it is my opinion that the Mayor and Council may award the contract for the above-captioned work to AJM Contractors if it is otherwise acceptable to the governing body.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

GIBLIN & GIBLIN, ESQS.



Brian T. Giblin

BTG:res



BIRDSALL SERVICES GROUP

BIRDSALL ENGINEERING • DI STASIO & VAN BUREN • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

Via e-mail pdf and regular mail

Borough of Leonia
312 Broad Avenue
Leonia, NJ 07605

July 26, 2010
Job. No. 2-00022-400017

Attn: Jack Terhune, Borough Administrator

**Re: Review of Bids and Recommendation of Award for the
NJDOT and CDBG Improvements to Glenwood Avenue
And CDBG Improvements to Linden Terrace
Borough of Leonia, Bergen County, New Jersey**

Dear Mr. Terhune:

Please be advised that we have reviewed the bids received on Thursday, July 22, 2010, for the above-referenced project. A total of four (4) bids were received. The apparent low bidder is AJM Contractors, Inc., 300 Kuller Road, Clifton, NJ 07011. We have enclosed a copy of the bid tabulations for your review. The summary of the bid totals from the four (4) low bidders is as follows:

Bidder	Base Bid NJDOT Impr. To Glenwood Ave	Base Bid CDBG Impr. To Linden Terrace	Alt. A-1 CDBG Impr. To Glenwood Avenue	Alt. A-2 NJDOT Impr, to Glenwood Avenue
AJM Contractors	\$154,139.90	\$134,549.50*	\$80,662.60	\$26,177.50
J.A. Alexander, Inc.	\$158,267.56	\$138,242.65*	\$79,574.30	\$26,248.76
Smith-Sondy Asphalt Construction Company, Inc.	\$168,034.40	\$147,491.34	\$81,851.59	\$30,178.40
Joseph M. Sanzari, Inc.	\$167,298.76*	\$156,996.80	\$86,444.75*	\$27,968.05

*Adjusted for Bidder's Entry Error

We have reviewed the bid package submitted by AJM Contractors, Inc. and find that the low bid prices appear reasonable and within the Engineer's Cost Estimate. We find that the contractor is experienced and qualified for performing this type of work.

The Borough received \$200,000 from the NJDOT 2010 Municipal Aid program for the improvements to Glenwood Avenue south of Fort Lee Road. The Borough also received \$100,000 from the Bergen County Community Development Block Grant (CDBG) program for



Mr. Terhune
Page 2 of 2

July 26, 2010
Job. No. 2-00022-400017

improvements to Linden Terrace. It is our understanding that the Borough anticipates receiving an additional \$100,000 from the CDBG program for improvements to Glenwood Avenue north of Fort Lee Road. Based on available funding and subject to the review and approval of the Borough Attorney, our office recommends that the Borough of Leonia award a contract to the apparent low bidder, AJM Contractors, Inc., in the amount of **\$395,529.50** for the NJDOT and CDBG Base Bids, Alternate A1 and Alternate A2. The resolution of award must state that **award of contract is conditioned on approval from the NJDOT.**

In accordance with the Local Public Contracts Law, the Award of Contract must be made within sixty (60) days from the date of opening of the bids. Should you have any questions or require any additional information concerning the above matter, please call me at (732) 380-1700, Ext. 1247.

Very truly yours,

BIRDSALL ENGINEERING, INC.

Katherine L. Elliott, P.E., P.P., C.M.E.
Borough Engineer

KLE:pjr

Enclosures

cc: Brian Giblin, Esq., Borough Attorney *(w/encl.)*
Fran Lehmann, Borough Clerk, *(w/encl.)*
Myrna Becker, Borough CFO *(w/encl.)*
Gary Wogisch, BEI/Cranford *(w/encl.)*



BIRDSALL SERVICES GROUP

BIRDSALL ENGINEERING • DI STASIO & VAN BUREN • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

Via E-mail .pdf jterhune@leonianj.gov

July 26, 2010

Proposal No. 102251

Borough of Leonia
312 Broad Avenue
Leonia, NJ 07605

Attn: Jack Terhune, Borough Administrator

**Re: Proposal for Construction Administration Services
NJDOT FY 2010 – Improvements to Glenwood Avenue
Bergen County CDBG – Linden Terrace and Glenwood Avenue
Borough of Leonia**

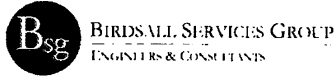
Dear Mr. Terhune:

Birdsall Engineering, Inc., a business unit of Birdsall Services Group (BSG-BEI) is pleased to present the following proposal for professional services to provide the construction administration services for roadway improvements to Glenwood Avenue and Linden Terrace. The improvements to Glenwood Avenue south of Fort Lee Road will be funded by a \$200,000.00 grant from the NJDOT 2010 Municipal Aid Program and the improvements to Linden Terrace will be funded by a \$100,000.00 Grant from the Bergen County CDBG program. Alternates A1 and A2 pertain to additional improvements to Glenwood Avenue, funded by the CDBG program and the NJDOT respectively. As such, this proposal includes additional inspection services for the improvements on Glenwood Avenue should the Borough choose to award the alternates.

Item 1.0 Contract Administration and Inspection

Once the Borough has made an award of a contract, our office will assist the Borough in preparing the contract documents and conduct a pre-construction meeting with the contractor, all appropriate Borough personnel, all affected utility companies, and all other regulatory agencies. During the course of construction, BSG-BEI will provide the construction administration services necessary to bring this project to a successful and timely completion.

Throughout the duration of this work, BSG-BEI will also provide part time onsite inspection services necessary to insure that the contractor is performing all activities in full accordance with the project plans and specifications. In addition, BSG-BEI will review and approve all payment vouchers submitted by the contractor before they are presented to the Borough for payment. As the project approaches completion, BSG-BEI will provide the contractor with a detailed punchlist of the items requiring repair and/or correction. BSG-BEI will also prepare all final payments and closeout documents and submit the proper information to the NJDOT and Community Development for the reimbursement of their respective streets.



Item 2.0 Core Testing

In accordance with the requirements of NJDOT funded projects, BSG-BEI will order sampling and testing for asphalt pavement cores from a New Jersey certified laboratory. Testing will be in accordance with NJDOT Standard Specifications, Section 404.23. Pavement cores are required by the NJDOT for Glenwood Avenue. Evaluation and any resulting modifications to payment items will also be included in this item, as well as coordination with proper NJDOT officials.

Item 3.0 Fee Schedule

All professional services described in the itemized Scope of Services will be compensated at the respective Fixed Fees shown below depending on the alternates that are awarded.

<u>Item</u>	<u>Description</u>	<u>Fee</u>
1.0	Contract Administration and Inspection	
1.1	NJDOT – Glenwood Avenue	\$19,900.00
1.2	CDBG – Linden Terrace	\$14,300.00
1.3	CDBG – Alternate A1 – Glenwood Avenue	\$8,100.00
1.4	NJDOT – Alternate A2 – Glenwood Avenue	\$2,700.00
2.0	Pavement Cores for Glenwood Avenue	<u>\$3,200.00</u>
	Total Fixed Project Fee:	\$48,200.00

Item 4.0 Exclusions

The items below are not included within the above Scope of Services:

- 4.1 Any work specifically not outlined in this proposal.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. Should you have any questions or require any additional information, please feel free to call me at (732) 380-1700, Extension 1247.

Very truly yours,

BIRDSALL ENGINEERING, INC.

Katherine L. Elliott, P.E., P.P., C.M.E.
Borough Engineer

KLE:pjr

cc: Fran Lehmann, Borough Clerk

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-200
DATE
Carried
Defeated
Tabled
Approved

Whereas, the general laws of the State of New Jersey grant the Council the authority to review an application made by a certified local telephone exchange carrier to install fiber-optic cable that is designed to provide telecommunications services within the municipality; and

Whereas pursuant to N.J.S.A. 48:17-10, the Council may grant its consent to the running of a local telephone line in, upon, along, over or under any public road, street or highway of the municipality via the passage of a resolution; and

Whereas, Cablevision Lightpath-NJ, Inc. ("Lightpath"), is a Delaware corporation qualified to do business in New Jersey; and

Whereas Lightpath is a certified local exchange carrier and is authorized to provide telecommunications services in the State of New Jersey under authority granted to it by the New Jersey Board of Public Utilities; and

Whereas, Resolution 07-296 was approved by the Governing Body of the Borough of Leonia on December 17, 2007 is hereby amended to include 4 Connections LLC., which has been acquired by Cablevision

Now, Therefore, Be it Resolved, by the Governing Body of the Borough of Leonia Resolution 07-296 is hereby amended to include 4 Connections LLC.

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____**

BOROUGH CLERK

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-201
DATE
Carried
Defeated
Tabled
Approved

BE IT RESOLVED, that the Mayor and Council of the Borough of Leonia wishes to enter into a grant agreement with the County of Bergen for the purpose of using \$100,000.00 Community Development Block Grant Funds for Road Improvements to Glenwood Avenue Improvements in Leonia pursuant to Contract Number SE-LEONIA07-10 ; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes the Mayor to be a signatory on the aforesaid grant agreement; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes Myrna Becker, CFO to sign all County vouchers submitted in connection with the aforesaid project

BE IT FURTHER RESOLVED, that the Mayor and Council recognizes that the Borough of Leonia is liable for any funds not spent in accordance with the Grant Agreement; and that liability of the Mayor and Council is in accordance with HUD requirements

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____

BOROUGH CLERK

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-202
DATE
Carried
Defeated
Tabled
Approved

WHEREAS on July 27, 2010 the Borough of Leonia held a public auction for the purpose of selling surplus Borough equipment 2003 Harley Davidson; and

WHEREAS, Route 46 Auto Body was the successful bidder at \$7,500.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Leonia hereby accepts the bid of \$7,500 for the 2003 Harley Davidson Motorcycle by Rte. 46 Auto Body.

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____

BOROUGH CLERK

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-203
DATE
Carried
Defeated
Tabled
Approved

WHEREAS, the Borough of Leonia has received Grants from NJDOT and CDBG for the 2010 Road Program; and

WHEREAS, Birdsall Engineering has submitted a proposal for Construction Administrative Services in the amount of \$44,500.00 per the attached agreement; and

WHEREAS, the CFO has certified that the funds are available

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Leonia that the proposal from Birdsall Engineering for Construction Administration Services is hereby accepted and approved.

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____**

BOROUGH CLERK

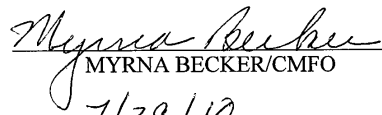
CERTIFICATION OF FUNDS

CONTRACT AWARD

As required by N.J.S.A. 40A:4-57, I, Myrna Becker, Chief Financial Officer of the Borough of Leonia, have ascertained that there are sufficient uncommitted funds in the 2010 Temporary Capital Budget for the construction and administration of the 2010 Road program by Birdsall Engineering Group in the amount of \$44,500. Therefore, funds will be made available in the capital budget to capital budget line as follows:

C-04-55-101-961	\$ 22,250
C-04-55-101-962	<u>\$ 22,250</u>
	\$ 44,500

Amount Certified: Not to Exceed \$ 44,500



MYRNA BECKER/CMFO

7/29/10

DATE



BIRDSALL SERVICES GROUP

BIRDSALL ENGINEERING • DI STASIO & VAN BUREN • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

[Via E-mail .pdf jterhune@leonianj.gov](mailto:jterhune@leonianj.gov)

July 27, 2010

Proposal No. 102251-R

Borough of Leonia
312 Broad Avenue
Leonia, NJ 07605

Attn: Jack Terhune, Borough Administrator

**Re: Proposal for Construction Administration Services
NJDOT FY 2010 – Improvements to Glenwood Avenue
Bergen County CDBG – Linden Terrace and Glenwood Avenue
Borough of Leonia**

Dear Mr. Terhune:

Birdsall Engineering, Inc., a business unit of Birdsall Services Group (BSG-BEI) is pleased to present the following proposal for professional services to provide the construction administration services for roadway improvements to Glenwood Avenue and Linden Terrace. The improvements to Glenwood Avenue south of Fort Lee Road will be funded by a \$200,000.00 grant from the NJDOT 2010 Municipal Aid Program and the improvements to Linden Terrace will be funded by a \$100,000.00 Grant from the Bergen County CDBG program. Alternates A1 and A2 pertain to additional improvements to Glenwood Avenue, funded by the CDBG program and the NJDOT respectively. As such, this proposal includes additional inspection services for the improvements on Glenwood Avenue should the Borough choose to award the alternates.

Item 1.0 Contract Administration and Inspection

Once the Borough has made an award of a contract, our office will assist the Borough in preparing the contract documents and conduct a pre-construction meeting with the contractor, all appropriate Borough personnel, all affected utility companies, and all other regulatory agencies. During the course of construction, BSG-BEI will provide the construction administration services necessary to bring this project to a successful and timely completion.

Throughout the duration of this work, BSG-BEI will also provide part time onsite inspection services necessary to insure that the contractor is performing all activities in full accordance with the project plans and specifications. In addition, BSG-BEI will review and approve all payment vouchers submitted by the contractor before they are presented to the Borough for payment. As the project approaches completion, BSG-BEI will provide the contractor with a detailed punchlist of the items requiring repair and/or correction. BSG-BEI will also prepare all final payments and closeout documents and submit the proper information to the NJDOT and Community Development for the reimbursement of their respective streets.



Item 2.0 Core Testing

In accordance with the requirements of NJDOT funded projects, BSG-BEI will order sampling and testing for asphalt pavement cores from a New Jersey certified laboratory. Testing will be in accordance with NJDOT Standard Specifications, Section 404.23. Pavement cores are required by the NJDOT for Glenwood Avenue. Evaluation and any resulting modifications to payment items will also be included in this item, as well as coordination with proper NJDOT officials.

Item 3.0 Fee Schedule

All professional services described in the itemized Scope of Services will be compensated at the respective Fixed Fees shown below depending on the alternates that are awarded.

<u>Item</u>	<u>Description</u>	<u>Fee</u>
1.0	Contract Administration and Inspection	
1.1	NJDOT – Glenwood Avenue	\$18,300.00
1.2	CDBG – Linden Terrace	\$13,100.00
1.3	CDBG – Alternate A1 – Glenwood Avenue	\$7,200.00
1.4	NJDOT – Alternate A2 – Glenwood Avenue	\$2,700.00
2.0	Pavement Cores for Glenwood Avenue	<u>\$3,200.00</u>
	Total Fixed Project Fee:	\$44,500.00

Item 4.0 Exclusions

The items below are not included within the above Scope of Services:

- 4.1 Any work specifically not outlined in this proposal.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. Should you have any questions or require any additional information, please feel free to call me at (732) 380-1700, Extension 1247.

Very truly yours,

BIRDSALL ENGINEERING, INC.

Katherine L. Elliott

Katherine L. Elliott, P.E., P.P., C.M.E.
Borough Engineer

KLE:cmc

cc: Fran Lehmann, Borough Clerk



GENERAL CONDITIONS

1. **AGREEMENT**

This Agreement (the "Agreement") between Birdsall Engineering, Inc., BSG Engineering, Surveying & Landscape Architecture, LLC, DiStasio & Van Buren, Inc., LGA Engineering, Inc., Morris, Johnson & Associates, or PMK Group, Inc., (all business units of Birdsall Services Group and hereinafter designated as BSG) and CLIENT consists of the proposal (attached and incorporated by reference), and these General Conditions. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by BSG and a duly authorized agent of the CLIENT.

Unless otherwise specified in the Agreement, the fees and charges set forth in the proposal will be valid for a period of ninety (90) days from the date of the proposal. In addition, hourly rates are subject to change January 1 and July 1 of each year.

BSG will not initiate service without formal agreement on General Conditions and other terms and conditions set forth in this Agreement. For purposes of convenience, CLIENT may choose to accept this Agreement orally or to orally authorize BSG to initiate services. In either event, CLIENT specifically agrees that, as a material element of the consideration BSG requires to execute the services indicated herein, CLIENT's oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. CLIENT's or BSG's unilateral modification of this Agreement subsequent to BSG's initiation of service is expressly prohibited. Furthermore, all terms and conditions on CLIENT's purchase orders, work orders and/or other directives that are in conflict with the terms of this Agreement, are inapplicable to this Agreement and to BSG's involvement in CLIENT's project.

2. **STANDARD OF SERVICES AND WARRANTY**

Services performed by BSG under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation whatsoever, express or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

3. **EXISTING CONDITION AND RIGHT OF ENTRY**

- a) The CLIENT warrants to BSG that CLIENT has the legal right to authorize BSG's entry upon the real property where BSG's services are to be performed (hereinafter the "Site"). The CLIENT grants to BSG and its subcontractors the complete and unbridged right and authority to enter the Site and any property adjoining the Site, upon the CLIENT'S receipt of authorization, as is necessary to permit BSG to fulfill the work called for by this Agreement. CLIENT shall provide BSG with any written agreement relative to Site access and/or access to property adjoining the Site. In the prosecution of the work under this Agreement, BSG will take all reasonable precautions to avoid damage to subterranean structures or utilities and shall make notice to the utilities hotline. To the fullest extent permitted by law CLIENT shall waive any claim against BSG and its subcontractors, consultants, agents, officers, directors and employees, and shall indemnify, defend and hold them harmless from any claim or liability for injury or loss arising from damages to, or contact with, subterranean structures or utilities which are not identified by the utility mark out, or are not called to BSG's attention and/or not correctly shown on the plans furnished to BSG.
- b) BSG will take reasonable precautions to minimize damage to the Site and such adjoining properties. The CLIENT understands and agrees that BSG's activities may unavoidably cause some damage, the correction of which is not a part of this Agreement unless specified in the scope of services.
- c) The CLIENT shall provide "as built" drawings of any structures on the Site as well as any reports data, studies, plans, specification documents or other information which exists as required by BSG for the proper performance of its services. BSG shall be entitled to rely upon any such information, but shall assume no responsibility or liability for its accuracy. CLIENT shall defend, indemnify and save harmless BSG, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorney's fees, arising out of errors, omissions and inaccuracies in documents and information provided to BSG by CLIENT.

4. **CONSTRUCTION PHASE SERVICES**

If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply:

- a) If BSG is called upon to observe the work of CLIENT'S construction contractor(s) for the detection of defects or deficiencies in such work, BSG will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. BSG shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
- b) If BSG is called upon to review submittals from construction contractor(s), BSG shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The BSG action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the BSG' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.
- c) BSG shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. BSG shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s).
- d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity in favor of CLIENT and BSG, and shall name both the CLIENT and BSG as additional insured.

5. **CHARGES, BILLING AND PAYMENT**



- a) For the performance of its services, BSG shall be paid by the CLIENT in accordance with the Agreement. BSG shall submit invoices to the CLIENT monthly, and a final invoice upon completion of all services. Payment is due upon presentation of an invoice and is past due thirty (30) days from the date of each invoice. The CLIENT agrees to pay a finance charge of two percent (2%) per month, or, if lesser, the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the CLIENT agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by BSG. All past due payments which are made shall be applied first to accrued interest and then the principal unpaid amount.
 - b) If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify BSG, in writing, of its objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. In the event that payment to BSG is not maintained on a thirty (30) day current basis, BSG may, upon providing ten (10) days written notice to the CLIENT, suspend further performance and withhold any and all data from the CLIENT until such invoiced payment(s) is restored to a current basis.
 - c) BSG will begin collection efforts for any invoices which are not paid within one hundred twenty (120) days of the date of the invoice. Any invoices that are not paid within thirty (30) days of CLIENT's receipt of collection action notification by an attorney or collection agency shall constitute a release of BSG from any and all contract claims which CLIENT may have against BSG for services performed under said invoice(s).
 - d) CLIENT shall have no right to offset against the amounts due BSG and no deductions shall be made from BSG's compensation on account of any actual or alleged claims, action, breach, error, omission, liability, penalty or damage actually or allegedly caused by or arising from any of BSG's services under this Agreement.
 - e) Expenses incurred for services, equipment and facilities not furnished by BSG are charged to CLIENT at cost plus fifteen percent. Automobile travel may be charged at the applicable Internal Revenue Service rate.
6. **NON-DISCLOSURE AGREEMENT**
The technical and pricing information contained in any proposals submitted by BSG as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed or otherwise made available to any third party without the express written consent of BSG.
7. **SUSPENSION AND/OR DELAY OF SERVICES**
- a) CLIENT may, at any time, by ten (10) days written notice to BSG, suspend further performance by BSG. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, as stated above BSG may by ten (10) days written notice to the CLIENT suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days shall, at the option of BSG, make this Agreement subject to termination or renegotiation.
 - b) All suspensions and/or delays in the performance of this Agreement not caused by BSG (other than under the Force Majeure provision of paragraph 9) shall extend the contract completion date for a term consistent with the extent of such suspension or delay. BSG shall be paid for all services performed up to the date of suspension or delay, plus suspension and/or delay charges. Suspension and/or delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to any suspension and/or delay.
8. **TERMINATION**
This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, BSG shall be paid for services performed to the termination notice date, plus reasonable termination charges. Termination charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to termination.
9. **FORCE MAJEURE**
Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of any obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, terrorism, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement.
10. **OWNERSHIP, MANAGEMENT AND USE OF DOCUMENTS**
- a) All materials resulting from BSG's efforts on this project including documents, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data, are instruments of BSG's professional service ("Instruments of Service"), and BSG shall retain ownership and property interest, including all patents and copyrights.
 - b) BSG shall maintain for the CLIENT all materials as described in paragraph 10a above, in kind or on electronic media, for a period of not less than five (5) years after completion of the project, except for soil samples and specimens which shall be maintained for a period of two (2) months after the submission of BSG's final report, unless the CLIENT otherwise specifies, or unless otherwise required by applicable law. The CLIENT shall specify in advance and pay for all arrangements where special or extended maintenance of such materials by BSG is to occur.
 - c) All Instruments of Service resulting from BSG's efforts on this project are not intended or represented to be suitable for reuse by the CLIENT or others. Reuse of said reports or other materials by the CLIENT without written permission from BSG for the specific purpose intended shall be at the user's sole risk, without any liability whatsoever on BSG's part, and to the fullest extent permitted by law CLIENT agrees to indemnify and hold harmless BSG for all claims, damages and expenses, including, but not limited to, attorneys' fees, arising out of such unauthorized reuse or from and against any action or claim brought by any person or entity claiming to have relied on the Instruments of Service without BSG's written authorization. Any reuse of the instruments of service occurring with BSG's written permission shall entitle BSG to further compensation in amounts to be agreed upon with the CLIENT.

ELECTRONIC DOCUMENTS



- a) All drawings, specifications and/or other documents prepared by BSG or its subconsultants in electronic or other machine-readable format (Electronic Documents) are provided merely as a convenience to the CLIENT in connection with the CLIENT's performance of its responsibilities and obligations relating to the Work. Electronic Documents do not replace or supplement the paper copies of any drawings, specifications or other documents.
 - b) The parties agree that Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the CLIENT that there are no warranties of any kind made with respect to such Electronic Documents or in the media in which they are contained, either express or implied.
 - c) If any differences exist between the printed and any Electronic Documents, the information contained in the instruments of service shall be presumed to be correct and take precedence over the Electronic Documents, unless BSG specifically advises CLIENT to the contrary in writing.
 - d) CLIENT agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, Electronic Documents or any printed copies thereof, unless CLIENT has received the express written consent of BSG to do so.
 - e) CLIENT further agrees that the electronic Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to CLIENT for the limited purpose stated above only. CLIENT agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above.
 - f) To the fullest extent permitted by law CLIENT agrees to indemnify, defend and hold harmless BSG from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the paper copies of the instrument of service or where the use of the paper copies of the instrument of service would have prevented the claim, judgment, suit, liability, damage, cost or expense; or 2) from any addition to, modification, alteration, change to, or misinterpretation, of the Electronic Documents.
11. **INSURANCE**
BSG maintains workers' compensation, employer's liability insurance, comprehensive general, automobile and \$1,000,000 of professional liability insurance coverage. Certificates of insurance evidencing such coverage shall be provided upon request.
12. **INDEMNITY**
- a) To the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless BSG from and against all claims, damages, losses and expenses, whether direct or indirect, including but not limited to fees and charges of attorneys and court or alternative dispute resolution proceedings as set forth in Section 18, arising out of or resulting from the services or work of BSG or any claims against BSG arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that BSG is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the cause of the damages, claims and liabilities.
 - b) The obligations under this Section 13 and all other obligations to provide indemnity under this Agreement shall survive the termination of this Agreement.
13. **LIMITATIONS OF LIABILITY**
- a) BSG's liability for injury or loss arising from, out of or in any way relating to this Agreement from any cause(s) whatsoever, including, but not limited to, BSG's negligence, errors, omissions, strict liability, breach of contract or breach of any statutory duty or obligation, shall not exceed the total compensation received by BSG under this Agreement or \$50,000, whichever is greater.
 - b) The CLIENT agrees to indemnify, defend and hold harmless BSG from any loss in excess of the limits determined in paragraph 14a above for injury or loss sustained by any person or entity including, without limitation, injury sustained by the CLIENT or any third party, allegedly caused by BSG's performance of services hereunder.
 - c) To the fullest extent permitted by law CLIENT agrees to indemnify, defend and hold harmless BSG from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the paper copies of the instrument of service or where the use of the paper copies of the instrument of service would have prevented the claim, judgment, suit, liability, damage, cost or expense; or 2) from any addition to, modification, alteration, change to, or misinterpretation, of the Electronic Documents.
 - d) CLIENT agrees to notify any parties (e.g. construction manager, contractor, subcontractor, consultant, etc.) who may reasonably be expected to perform work on behalf of CLIENT in connection with any instrument of service prepared by BSG, of said limitation of professional liability, and require, as a condition precedent to their performing their services, a similar limitation of liability on their part in favor of BSG.
 - e) It should be expressly understood that this limitation of liability is agreed by BSG and the CLIENT to be a reasonable assumption of risk based on the fee structure outlined in this Agreement. In the event that the CLIENT is unwilling to limit BSG's liability in accordance with the provisions set forth herein, CLIENT may, upon written request prior to acceptance of this Agreement request an increase in the limit of BSG's liability in consideration of increased professional fees for the assumption of greater risk for the services covered under this Agreement.
 - f) Neither CLIENT or BSG shall be liable to each other for incidental or consequential damages, including, without limitation, loss of use or loss of profits, incurred by the CLIENT or the CLIENT's subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, breach of any statutory duty or obligation, willful misconduct or negligent act or omission, whether professional or non-professional, of either party.
 - g) The limitation of liability established under this Agreement shall survive the expiration or termination of this Agreement and shall apply to any additional services provided as the result of additional work orders, change orders or other CLIENT directives.
14. **INDEPENDENT CONTRACTOR**
BSG is and shall perform its services under this Agreement as an independent contractor and not as the CLIENT's agent, partner or joint venture. BSG is employed to render professional services only, as specified in the scope of services, and any payments made by the CLIENT are compensation solely for such services rendered. BSG's review or supervision of work prepared or performed by any individuals or firms employed by the CLIENT shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.
15. **ASSIGNMENT**
There shall be no assignment of the rights or obligations in this Agreement by either party without the written consent of the other party.
16. **DISPOSAL OF CONTAMINATED MATERIAL**
All materials, samples and/or waste of, or containing, hazardous, toxic and/or radioactive contaminants are the property and responsibility of the



CLIENT and shall be the responsibility of CLIENT respecting the proper disposal thereof.

17. **DISPUTES**

All claims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner:

- a) The parties shall enter into good faith negotiations to select a method of dispute resolution other than litigation, such as, arbitration, mediation or other methods of alternative dispute resolution;
- b) In the event the parties are unable to agree on a method of dispute resolution other than litigation, such suit shall be brought in the Superior Court of the State of New Jersey or, in the case of projects performed by BSG Engineering, Surveying & Landscape Architecture, LLC, the State of New York and the parties agree to submit to the jurisdiction of such Court.

18. **NOTICES**

Any notice given hereunder shall be deemed served when delivered in person or by commercial courier or express delivery service to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered, certified or duly posted regular mail, to the business address identified in the Proposal.

19. **GOVERNING LAW**

Unless otherwise provided in an attachment to this Agreement, the law of the State of New Jersey shall govern the validity of this Agreement, its interpretation, and remedies for contract breach or any other claims related to this Agreement.

20. **NO THIRD PARTY RIGHTS**

This Agreement shall not create any rights or benefits to parties other than the CLIENT and BSG.

21. **SEVERABILITY**

If any term, condition or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision hereof and all other provisions shall remain fully enforceable.

22. **SIGNATURES**

The signatories as identified in the proposal and/or other work orders, contract amendment requests or other CLIENT directives are the authorized representatives upon whose authority each party may rely in performance of this Agreement. Any information or notices as required or permitted under this Agreement are deemed to have been sufficiently given to either party if provided to the signatories at their referenced addresses, or to such parties and/or addresses as such signatories may subsequently designate.

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-204
DATE
Carried
Defeated
Tabled
Approved

WHEREAS, H2M has submitted a proposal for Consulting Services Regarding the Proposed NJ Transit Station in Leonia Revised Scope and Budget (per the attached); and

WHEREAS, the amount of the Proposal for the aforementioned proposal is \$7,000; and

WHEREAS, the CFO has certified that funds are available

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Leonia that they hereby accept and approve the Proposal from H2M

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____**

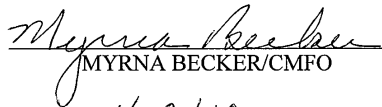
BOROUGH CLERK

CERTIFICATION OF FUNDS

CONTRACT AWARD

As required by N.J.S.A. 40A:4-57, I, Myrna Becker, Chief Financial Officer of the Borough of Leonia, have ascertained that there are sufficient uncommitted funds in the 2010 Temporary Budget for consulting services by H2M Associates in the amount of \$7,000 in connection to the Leonia Revised Scope and Budget of the Proposed NJ Transit Station project. Therefore, funds will be made available in the temporary budget line 0-01-20-100-027.

Amount Certified: Not to Exceed \$ 7,000.00



MYRNA BECKER/CMFO

7/29/10

DATE



Engineers | Architects | Scientists | Planners | Surveyors

Holzmacher, McLendon & Murrell, P.C. | H2M Associates, Inc.
H2M Labs, Inc. | H2M Architects & Engineers, Inc.

119 Cherry Hill Road | Suite 200
Parsippany, New Jersey 07054
v 862.207.5900 f 973.334.0507
www.h2m.com

July 28, 2010

Jack Terhune, Borough Manager
Borough of Leonia
312 Broad Avenue
Leonia, NJ 07605

Re: Consulting Services Regarding Proposed NJ Transit Station in Leonia
Revised Scope and Budget

Dear Mr. Terhune:

In accordance with your request at our meeting on July 27, 2010, H2M together with Urbana Consulting is pleased to provide you with a revised proposal for consulting services in connection with NJ Transit's proposed transit station and parking facility located adjacent to Fort Lee Road in Leonia. This includes a new Task IV outlined below.

Scope of Services – H2M and Urbana will perform the following four (4) critical elements:

I. Pre-DEIS Phase (COMPLETE)

Review and evaluate the current options for the Leonia Station and Park & Ride provided by NJ Transit and propose realistic enhancements and alternatives which may provide additional benefits to the Borough of Leonia. This will include appropriate integration of the options with the objectives and recommendations of the Borough's Master Plan. A number of meetings will be convened with Borough officials, other stakeholders and the public in connection with this phase. It will include major participation in a Town Meeting along with preparation of all materials associated with it. Urbana will attend all required meetings, up to a total of 5 meetings, on the project undertaken during Phase I.

II. DEIS Review Phase (ON HOLD PENDING RELEASE OF DEIS)

Provide advice and assistance to the Borough of Leonia during and subsequent to the 45 day review on all matters related to the Draft Environmental Impact Statement (DEIS). This will include undertaking a detailed review of the DEIS for the proposed commuter rail project by NJ Transit, when it is released, and provide an analysis of all aspects of the DEIS, including attention to the proposed traffic mitigation measures in the DEIS. In addition, we will also provide initial advice to the Borough on the adequacy of the measures to address increased traffic generated by the proposed rail service. During the DEIS review phase, multiple meetings are expected to be convened with Borough officials, NJ Transit, the public and other stakeholders in connection with the above tasks. A total of up to 6-7 meetings will be convened. Urbana will attend most meetings on the project undertaken during Phase II; H2M will attend four (4) such meetings.



CELEBRATING 75 YEARS





III. Public Process Support – (COMPLETE)

This phase will include assisting the Borough in communicating to the residents the benefits and challenges of reactivation of commuter service on the Northern Branch. This will include attending community meetings and the preparation of public outreach materials. In addition, an on-line survey will be developed to identify resident and business owner opinions about the substance of the NJ Transit proposal and assist Borough elected officials in responding to the proposals from NJ Transit. It will involve working closely with the Mayor's Advisory Committee on Transportation and elected officials to ensure that the survey has municipal ownership before it is released.

IV. Public Process Continued Support (ADDITIONAL SERVICES)

This phase will include continuing to manage the public input and responses to the on-line survey. When the survey closes, the consultant team will review the results to assure quality control; compile the response data into charts and tables; and analyze and interpret the results. Next the consulting team will prepare a summary fact sheet and a PowerPoint presentation explaining the survey process and results. The team will present this material to the Municipal Council at a public meeting and answer questions from the Council and the public. Finally, this phase provides for planning and conducting a meeting with NJ Transit to present the survey results to guide the agency's ongoing planning in the vicinity of Leonia.

The duration of Phase II is estimated at 6 months from release of the DEIS. The duration of Phase IV is estimated at 5 months from the notice to proceed.

Project Team

H2M will oversee the project through its Chief Planner and Land Use Planning Department Manager Diana M. Saltel, P.P., AICP, MCIP. Ms. Saltel has extensive experience in planning and project management for a wide variety of local and regional planning initiatives. Project Planner Jessica Giorgianni, P.P., AICP, will play a significant role in this project. She has experience and skill in graphic communication using state-of-the-art GIS and other digital graphic tools. Ms. Giorgianni will be assisted on the project by Chief Civil Engineer Jeffrey Marsden, P.E., P.P. who has substantial experience in roadway design and evaluation of traffic impact studies.

The team's subconsultant is transportation expert Mark W. Gordon, Principal of Urbana Consulting. As former Senior Director of Real Estate & Economic Development for NJ Transit, his expertise and understanding of the agency is invaluable in discussions and negotiations involving new train stations, train lines and transit-oriented development. Mr. Gordon brings to the team an understanding of the decision process within NJ Transit and a proven track record in transit-oriented development. Urbana Consulting is now in its eighth year providing services to real estate developers, municipalities and special improvement districts.



Compensation

We propose to provide these services on a lump sum basis which includes labor and expenses. The cost to undertake the new Phase IV Public Process Continued Support is \$7,000. While each of the critical elements outlined in this scope of services are inter-related, the costs for each element as follows:

Cost Phase I (Pre-DEIS Phase):	\$9,000 (completed)
Cost Phase II: (DEIS Review)	\$13,500 (on hold pending DEIS)
Cost Phase III (Public Process Support):	\$5,000 (completed)
Cost Phase IV (Public Process Continued Support):	\$7,000 (additional services)

Any additional work or materials beyond the above Scope of Services will be billed in accordance with the rate schedules for 2010 or the applicable rate schedule for the calendar year in which the Borough authorizes such additional services/materials. For extra work beyond the Scope, Urbana's 2010 hourly billing rate is \$170, and H2M's rates are outlined in the table below:

RATE SCHEDULE – 2010

Job Title	Hourly Rate
Principal/Division Director	\$150.00
Chief Architect/Engineer/Planner/Scientist ⁽¹⁾	\$150.00
Senior Architect/Engineer/Planner/Scientist ⁽¹⁾	\$145.00
Senior Project Architect/Engineer/Planner/Scientist ⁽¹⁾	\$135.00
Project Architect/Engineer/Planner/Scientist ⁽¹⁾	\$115.00
Staff Architect/Engineer/Planner/Scientist ⁽¹⁾	\$90.00
Administrative Assistant	\$65.00
CADD Technician/ Environmental/Planning/Engineering/Architectural Technician ⁽¹⁾	\$65.00
Environmental/Planning/Engineering/Architectural Intern ⁽¹⁾	\$50.00

Notes:

(1) Scientist category includes Environmental Scientists, Geologists, Hydrogeologists, Biologists, Toxicologist, Industrial Hygienists, etc.



Jack Terhune, Borough Administrator
Borough of Leonia

July 28, 2010
Page 4

Expenses	Cost
Mileage/Company Owned Utility Vehicle	\$.50/mile or IRS min./mile
Reproduction for project specific documents:	
8½" x 11" Black & White	\$0.08/page
8½" x 11" Color	\$0.25/page
11" x 17" Black & White	\$0.16/page
11" x 17" Color	\$0.50/page
24 x 36 copies	\$1.25/page
36 x 48 copies	\$2.00/page
Other Pass Through Expenses (subcontractors)	Cost plus 10%

* Reproduction costs for general administration will not be billed

Billing shall be made by monthly invoice, based on actual effort expended. Invoices shall be payable in full within thirty (30) days of the invoice date. This proposal shall remain open for ninety (90) days from the date of this proposal. Extensions shall be made in writing only.

Also, enclosed as part of this proposal, is our standard proposal statement. If this proposal meets with your approval, kindly return one signed copy of our standard proposal statement and a copy of your professional services resolution referencing this proposal as your notice to proceed.

We look forward to working with you on this important project. Please call this office if you have any questions or comments.

Very truly yours,
H2M ASSOCIATES, INC.

Diana M. Saltel
Chief Planner and Land Use Planning Department Manager

Sul Y. Leong, P.E.
Vice President

H2M ASSOCIATES, INC./HOLZMACHER, MCLENDON & MURRELL, P.C.

PROPOSAL STATEMENT

PROPOSAL TO: Borough of Leonia DATE: July 28, 2010

PROJECT: Proposed NJ Transit Station in Leonia – Revised Scope and Budget

The following clauses constitute the terms of H2M ASSOCIATES, INC. (119 Cherry Hill Road, Suite 200, Parsippany, New Jersey 07054) and HOLZMACHER, MCLENDON & MURRELL, P.C. (575 Broad Hollow Road, Melville, New York 11747), hereinafter collectively referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

1. **EXTENT OF PROPOSAL STATEMENT:** This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

2. **GOVERNING LAW:** Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

3. **GENERAL:**

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.3 In the event any provisions of this statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client since H2M has no control over the cost of labor and materials,

competitive bidding or market conditions. H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work, but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

3.7 Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

4. **TERMINATION:** This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. **DELEGATION OF DUTIES:** Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

6. **HOURLY RATES OF COMPENSATION:** Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.

7. REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to compensation to H2M for basic and additional services and include expenditures made by H2M, its employees or consultants in the interest of the project. Reimbursable expenses include but are not limited to:

7.1 Expenses of transportation, subsistence and lodging when traveling in connection with the project.

7.2 Expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project.

7.3 Sub-contractor expenses, plus a 10 percent mark-up to cover H2M handling and administration costs.

7.4 When authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

8. PAYMENTS TO H2M:

8.1 Progress payments shall be made in proportion to services rendered and as indicated within this proposal and shall be due and owing within thirty (30) days of H2M's submittal of its invoice. Past due amounts owed shall include a charge of twelve percent (12%) interest from the thirtieth (30th) day.

8.2 If Client fails to make payments due H2M, H2M may, after giving seven (7) days written notice to Client, suspend services under this proposal and seek full payment plus interest and attorney fees in an amount equal to twenty five percent (25%) of the amount due. If H2M suspends work due to non-payment, H2M will not be responsible for any delays or associated costs incurred by the Client.

8.3 The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be in addition to fees and costs described in the proposal and proposal statement.

8.4 Payment of invoices for services shall not be subject to or contingent upon receipt of payment from third parties, unless otherwise agreed in writing.

8.5 A Cost of Living adjustment shall be made to lump sum or unit price fees, and maximum fees, wherever they appear, if the Consumer Price Index (CPI-U), U.S. City Average, exceeds six (6) percent in any 12-month period commencing with the first day of the month of the date of the proposal. The adjustment shall be calculated based on the percentage increase in CPI-U, from the inception date of the proposal, for the effort completed each month. The adjustment shall be added to the lump sum or unit costs, or to the maximum fee.

9. INSURANCE, INDEMNITY AND LIABILITY:

9.1 H2M INSURANCE: H2M shall acquire and maintain statutory workers compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. Upon request, H2M can provide the Client a certificate of insurance.

9.2 LIMITATION OF PROFESSIONAL LIABILITY: The Client agrees to limit H2M's liability to the Client on the project, due to H2M's professional negligent acts, errors or omissions such that the total aggregate liability of H2M shall not exceed fifty thousand (\$50,000) dollars or H2M's total fee for services rendered on this project, whichever is greater.

9.3 HAZARDOUS WASTE CLAIM (*Definition*): "Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual.

9.4 LIMITATION OF LIABILITY: Client agrees to bring no claim against H2M either directly or by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined in 9.3.

9.5 CLAIM INDEMNIFICATION: In the event H2M is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify H2M to the maximum extent permitted by law, award, judgment or settlement against the H2M provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

9.6 DEFENSE COST INDEMNIFICATION-CLIENT'S OPTION TO DEFEND:

9.6.1 In the event H2M is a party to any action arising in whole or part out of a hazardous waste claim, Client agrees to indemnify H2M for all costs (including attorneys' fees) incurred by H2M in defending such action.

9.6.2 Client may, at its option, elect to defend H2M in any action described in 9.6.1 provided that Client indemnifies H2M for any judgment, settlement or other payment to any claimant whether or not attributable to the hazardous waste claim portion of such action.

9.7 CONTRACTOR'S INSURANCE: The Client shall require all Contractors and any Subcontractors, prior to the commencement of their work, to submit evidence that they have obtained for the period of the Construction Contract and guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1 million for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$3 million for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of 9.8 "Indemnity." The comprehensive general liability insurance will include as additional named insureds: Client; H2M and each of its officers, agents and employees.

H2M ASSOCIATES, INC./HOLZMACHER, MCLENDON & MURRELL, P.C.

PROPOSAL STATEMENT

9.8 INDEMNITY: Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of, or alleged to arise from, the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract documents, but not including liability that may be due to the sole negligence of Client, H2M, its consultants or officers, agents and employees.

10. CLIENT'S RESPONSIBILITIES: Client shall

10.1 Designate in writing a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.

10.3 Guarantee full and free access for H2M to enter upon all property required for the performance of H2M services under this agreement.

10.4 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project

representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, than the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

12. OWNERSHIP OF DOCUMENTS: All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client on extensions of this project or on any other project without the written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

13. PROPOSAL EXPIRATION: The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

AGREED AND ACCEPTED:

CLIENT: _____

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

**H2M/H2M ASSOCIATES, INC./
HOLZMACHER, MCLENDON & MURRELL, P.C.**

SIGNED:  _____

NAME: Sui Leong

TITLE: Vice President

DATE: July 28, 2010

BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Norgaard						
Brennan						
Choi						
Hawkins						
Knott						
Raucci						
Heveran						

#10-205
DATE
Carried
Defeated
Tabled
Approved

WHEREAS, Birdsall Engineering has submitted a proposal for Remedial Investigative Services in Wood Park; and

WHEREAS, per the attached proposal that outlines the work to be completed by Birdsall Engineering in the amount of \$11,500; and

WHEREAS, the CFO has certified that funds are available

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Leonia that they do hereby accept and approve the proposal from Birdsall Engineering.

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED
BY THE MAYOR AND COUNCIL ON _____**

BOROUGH CLERK



BIRDSALL SERVICES GROUP

BIRDSALL ENGINEERING • DI STASIO & VAN BUREN • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

July 21, 2010

Borough of Leonia
312 Broad Avenue
Leonia, New Jersey 07605

ATTN: **MR. JACK TERHUNE**
BOROUGH ADMINISTRATOR

RE: CONTRACT AMENDMENT REQUEST (CAR) #2 – REV2
REMEDIAL INVESTIGATION SERVICES
WOOD PARK
BROAD AVENUE & BORO PLACE
BLOCK 805, LOT 27
BOROUGH OF LEONIA, BERGEN COUNTY, NEW JERSEY
NJDEP CASE #10-02-25-1441-00
BSG #200022440002

Dear Mr. Terhune:

1.0 INTRODUCTION

Birdsall Service Group (BSG) has prepared this revised Contract Amendment Request (CAR) #2 in reference to BSG's proposal dated June 4, 2009 for environmental consulting services for the completion of Remedial Investigation (RI) activities at the above referenced property (Site) per our meeting on July 7, 2010. The Borough of Leonia (Borough) wishes to first develop a site-specific Impact to Groundwater standard in accordance with the New Jersey Department of Environmental Protection (NJDEP) Green Acres Program recommendation presented in their June 17, 2010 correspondence.

In accordance with the Site Remediation Reform Act (SRRA), the NJDEP requires that a Licensed Site Remediation Professional (LSRP) oversee new cases after November 4, 2009, therefore changing the current NJDEP procedures for case management. Since this project was started after November 4, 2009, Borough of Leonia (Borough) is required to proceed under the new LSRP program.

2.0 PROJECT BACKGROUND

2.1 SITE INVESTIGATION REPORT (MAY 2010)

On January 27, 2010, a geophysical survey and soil investigation were performed at the Site. The geophysical survey was performed on two (2) select areas of the Site to identify any abandoned or undocumented septic systems or other utility systems such as water wells, underground



storage tanks (USTs), pits and vaults associated with former structures (AOC-3). Based on the results which identify a few potential subsurface anomalies, it is unlikely that the potential subsurface anomalies are associated with abandoned or undocumented septic systems or other utility systems such as water wells, USTs, pits or vaults.

In addition, BSG collected three (3) soil samples (SB-1 through SB-3) to investigate the potential for soil impacts associated with presumed historic agricultural operations (AOC-3). Based on the laboratory results, lead impacted soil was confirmed to be present in soil samples SB-1, SB-2 and SB-3 above the NJDEP Default Impact to Groundwater SSL. A concentration of dieldrin was also detected in soil sample SB-2 above the NJDEP Default Impact to Groundwater SSLs.

As a result of the above findings, BSG recommended the following:

1. Since it is unlikely that the potential subsurface anomalies are associated with abandoned or undocumented septic systems or other utility systems such as water wells, USTs, pits or vaults, no further investigation is recommended.
2. Additional soil investigation to determine the horizontal and vertical extents of the dieldrin impacted soil identified in soil sample SB-2. In addition, since dieldrin was detected above the NJDEP Impact to Groundwater SSLs, a Synthetic Precipitation Leaching Procedure (SPLP) is recommended to attempt to develop a Site-Specific Impact to Groundwater Soil Remediation Standard for dieldrin present in the soil to demonstrate that dieldrin concentrations in the soil will not impact groundwater and can remain in-place without remediation.
3. Since lead is an immobile chemical, BSG will attempt to demonstrate that there is at least a 2 foot clean zone between the lead impacted soil and seasonally high water table. If it cannot be demonstrated that there is at least a 2 foot clean zone between the impacted soil and seasonally high water table, then BSG will perform SPLP analysis of the soil samples to attempt to develop a Site-Specific Impact to Groundwater SRS to demonstrate that lead concentrations in the soil will not impact groundwater and can remain in-place without remediation.
4. Since soil impacts are present at the Site above the NJDEP remediation standards, the following additional activities are required, but not limited to, in accordance with N.J.A.C. 7:26E:
 - a) Submit written documentations (i.e., Confirmed Discharge Notification Form) of the discharge reported to the NJDEP (responsible party);
 - b) Since this is a new case subsequent to November 4, 2009, a Licensed Site Remediation Professional (LSRP) is required to be retained within 45 days after discovering the discharge by the discharger, responsible party, property owner or the perspective purchaser.



- c) Prepare and Submit required LSRP Form (e.g., LSRP Retention or Dismissal Form, PA/SI Report Form, Case Inventory Document Form, Receptor Evaluation Form, Fee Submittal Form, etc.)
- d) Prepare and submit Public Notification requirements

3.0 PURPOSE AND SCOPE OF WORK

To address the findings presented in the May 2010 SIR and in accordance with the recommendation presented in the NJDEP Green Acres Program correspondence dated June 17, 2010, it is our understanding that the Borough desires to perform the proposed scope of work in accordance with the new SRRA/LSRP program (P.L.2009, C.60) which was signed into law on May 7, 2009.

Under this new program, the NJDEP has established mandatory remediation timeframes for the completion of key phases of site remediation (i.e., 1 year for completion of a full PA/SI). In addition, the NJDEP will maintain "direct oversight" in cases in which the remediating party is recalcitrant in conducting timely cleanups and for those sites that pose the greatest risk to human health and the environment. The NJDEP has also established presumptive remedies for residential development, schools and childcare facilities. An assigned LSRP to a project is required to notify the NJDEP in writing within 15 days of being assigned or dismissed from a LSRP-oversight project. Therefore, failure to strictly adhere to the requirements of the new LSRP program can result in management of the project under NJDEP "direct oversight" and can result in project delays and increased costs.

The issues associated with the LSRP program needs to be clearly understood by all parties as there are significant reporting obligations by the LSRP, as outlined within the LSRP rules.

For the purposes of this revised CAR, BSG has assumed no additional AOCs beyond those previously identified will require evaluation.

Specifically, BSG-PMK proposes the following tasks:

TASK 1 – PUBLIC NOTIFICATION

On September 3, 2008, the NJDEP amended the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) to include public notification of certain remedial activities to nearby residents, property owners and tenants. The new requirements for Public Notification (Public Outreach) were adopted to provide local officials and area residents with additional information about work to be conducted at contaminated sites within their communities.

To comply with N.J.A.C. 7:26E, 1.4 (Notification & Public Outreach), BSG proposes to complete the following tasks to meet the NJDEP notification requirements. The following tasks must take place no later than two (2) weeks prior to the start of any remedial investigation field activities:



- Compile responsible party contact information, site information and site identifiers.
- Identify sensitive populations/resources within 200 feet of the remediation site and complete a Sensitive Populations and Resources Checklist.
- Work with the Borough to identify the best means of notification (distributions letters vs. signs) and prepare the necessary notification(s).
- Submit the required forms and confirmation of submittals to the local health officer, municipal clerk, NJDEP case manager and NJDEP Office of Community Relations.

Please note that depending upon project conditions the NJDEP may require community outreach as a supplemental task. BSG's cost estimate does not include this community outreach, nor does it include establishing the local information repository, nor the scheduling or participation at public meetings.

TASK 2A – SYNTHETIC PRECIPITATION LEACHING PROCEDURE (SPLP)

BSG will collect six (6) soil samples immediately adjacent to the original three (3) soil boring locations to attempt to develop a Site-Specific Impact to Groundwater standard for lead and/or dieldrin. In addition, four (4) soil samples will be collected around the perimeter of original soil sample location SB-2 to attempt to develop a Site-Specific Impact to Groundwater standard for dieldrin. Up to ten (10) soil samples will be analyzed for SPLP. All SPLP samples will be analyzed on a standard turn-around-time of approximately ten (10) business days.

TASK 2B – SOIL DELINEATION (IF NECESSARY)

If a Site-Specific Impact to Groundwater standard for lead and/or dieldrin higher than the current Default standard cannot be developed, based on the results of the SPLP, additional soil delineation investigation will be required, which will include re-mobilizing to the Site. The soil delineation investigation will be conducted utilizing Geoprobe sampling techniques. The investigation will include the horizontal and/or vertical delineation of soil impacts detected in previous soil samples SB-1, SB-2, SB-3. Up to eleven (11) soil borings will be advanced at the Site. Soil borings to delineate the dieldrin impacts will be advanced in a ring pattern around the perimeter of previous soil sample location SB-2. Soil borings to demonstrate a 2 foot clean zone between the lead impacted soil and groundwater will be advanced immediately adjacent to previous soil sample locations SB-1, SB-2 and SB-3. Up to twenty-one (21) soil samples will be collected from the soil boring locations pursuant to the applicable sections of the NJDEP Field Sampling Procedures Manual (August 2005), and submitted to a New Jersey Certified Laboratory for lead and/or dieldrin analysis. All soil samples will be analyzed on a standard turn-around-time of approximately ten (10) business days.

TASK 3 – REPORTING/PROJECT ADMINISTRATION

The results of the proposed tasks will be presented in the form of a Remedial Investigation Report/Report Action Report (RIR/RAR) which will detail activities conducted in accordance with N.J.A.C. 7:26E-4.8 and the recently promulgated Administrative Requirements for the Remediation of Contaminated Sites ("the ARRCs Rule"). The report will present the results of



the remediation effort, present tabulated laboratory test results, quality assurance data, As-Built Diagrams delineating the area extent and other pertinent items as specified in the RIR submission requirements of N.J.A.C. 7:26E-4.8. In addition, the report will include the remedial action to address the impacts present at the Site in accordance with N.J.A.C. 7:26E-6.7.

BSG will prepare and submit the required NJDEP forms for new cases after November 4, 2009, which included the following:

- Notification of a Confirmed Discharge
- LSRP Retention or Dismissal Form;
- PA/SI Report Form;
- Case Inventory Document Form;
- Receptor Evaluation Report Form;
- Fee Submittal Form; and
- RIR/RAR Submittal Form;

In order to facilitate the work, BSG will provide project management services during the process, provide technical support and help expedite approvals from the regulatory authorities, to the degree feasible.

TASK 4 – RESPONSE ACTION OUTCOME (RAO)

Upon completion of all required investigations and remedial activities which may be beyond the scope of services provided herein, and once the LSRP has determined that the investigation and remediation is fully protective of public health, safety and the environment, our LSRP will issue an Area of Concern (AOC) specific Response Action Outcome (RAO). The LSRP will make this determination based on the remediation conducted, supervised and reviewed, and ultimately accepted by the LSRP using independent professional experience. In accordance with the SRRA, the LSRP is authorized to formalize the completion of remediation by issuing a RAO to the person responsible for conducting the remediation. The RAO renders the LSRP's opinion that the AOC has been remediated in accordance with all applicable statutes, regulations, and guidance.

The RAO will be issued to the NJDEP and the Borough along with a Response Action Outcome Form which will represent the LSRP's opinion that:

- There are no discharged hazardous substances or hazardous wastes present at the AOC;
or
- There were discharged hazardous substances or hazardous wastes, present at the AOC and/or migrating from the AOC that have been remediated in accordance with all applicable statutes, regulations, and guidance; and
- The remedial action undertaken is protective of public health, safety and the environment.



Borough of Leonia
Mr. Jack Terhune
July 21, 2010
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BSG #200022440002

The LSRP must use the standard format RAO shell document posted by the NJDEP to ensure content consistency. The LSRP is not allowed to modify the content of a RAO except as explicitly provided for in the NJDEP guidance. In addition, the Borough should note that the RAO is subject to a 3 year NJDEP auditing timeframe, during which the NJDEP can audit or rescind the RAO if it is deemed to not be protective of public health, safety and the environment.

PROJECT SCHEDULE

It is anticipated that BSG will be able to commence services outlined in this revised CAR immediately upon receipt of an executed proposal.

Therefore, it is anticipated that the following schedule will apply for this project:

Project Milestone	Calendar-days Estimated to Complete Task
Task 1 – Public Notification	28
Task 2A – Synthetic Precipitation Leaching Procedure (SPLP) including laboratory analysis	14
Task 2B – Soil Delineation including laboratory analysis	14 (if necessary)
Task 3 – Reporting/Project Administration	30
Task 4 – Response Action Outcome (RAO)	TBD

As this schedule is contingent upon the time required to obtain information and approvals from other parties, a deviation from this schedule may become necessary. BSG will notify the Borough as soon as possible if a variation from this schedule is anticipated.

COMPENSATION

Our fee for providing the scope of work described above will be billed on a Time and Material basis. Based on the scope of work detailed above, excluding Task 2B, the fee for this proposal is **\$11,500.00**.

Please note if a Site-Specific Impact to Groundwater standard for lead and/or dieldrin higher than the current Default standard cannot be developed, based on the results of the SPLP (Task 2A), additional soil delineation investigation will be required, which will include re-mobilizing to the Site. The additional cost for the completion of Task 2B is **\$4,700.00** for labor, subcontractor (driller) and laboratory analysis fees to be billed on a Time and Materials basis.

Invoices for our services will be submitted to the Borough monthly and will show the percentage of our fee being billed for the month, based on the percentage of our work completed. Our invoices will also show a summary of the contract value, completion percentage, amount previously billed, and contract value remaining.



BIRDSALL SERVICES GROUP
ENGINEERS & CONSULTANTS

Borough of Leonia
Mr. Jack Terhune
July 21, 2010
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BSG #200022440002

I appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or require any additional information, please feel free to call me at (732) 380-1700, Extension 1223.

Sincerely,

BIRDSALL SERVICES GROUP

Michael K. Heumiller
Project Manager

MKH:ms

cc: Katherine L. Elliott, P.E., P.P., C.M.E., Borough Engineer
David F. Backman, Senior Project Manager, LSRP, BSG

**BOROUGH OF LEONIA
ORDINANCE 09-10**

AN ORDINANCE AMENDING Chapter 66 titled "Volunteer Services" to add a new section regarding Volunteer Emergency Standby Guidelines.

BE IT ORDAINED by the Mayor and Council of the Borough of Leonia as follows:

Section 1. The Code of the Borough of Leonia is hereby amended by adding a new section to be known as 66-18 as follows:

66-18 Volunteer Emergency Standby Guidelines

1. The Office of Emergency Management Coordinator is responsible for notifying the Mayor, Borough Administrator, Fire Department and Ambulance Corps of circumstances which indicate a potential need for volunteer standby personnel. Said notification shall be made as soon as possible in order to provide the maximum time for response.

2. The Chief of the Fire Department and Captain of the Ambulance Corps shall request approval of all standby time from the Borough Administrator. Any request for standby time shall include both a specific start time as well as a specific end time if known. If the extent of the requested standby time is not known when the request is made, a request for the specific number of hours of standby time shall be requested. If any request pursuant to this ordinance is denied by the Administrator or the Administrator is not available, the Mayor shall have the authority to approve standby time.

3. Standby time must be approved by the Borough Administrator or Mayor as set forth in paragraph 2 above in order for it to be compensable by the Borough.

4. After taking action on any request for standby time, the Borough Administrator shall notify the Mayor, council liaison, Volunteer Fire Department Chief and Ambulance Captain that if standby duty has been approved and the hours that have been approved. If the Mayor shall

approve standby time, the Administrator, council liaison, Volunteer Fire Department Chief and Ambulance Captain shall be notified.

5. Unless otherwise determined by the Borough Administrator or Mayor, as set forth in paragraph 2 above, standby time approval shall normally include six (6) firefighters, not including the Chief, and for the Ambulance Corps, two (2) emergency medical technicians, not including the Captain.

6. Any increase in standby personnel must be approved in advance by the Borough Administrator or Mayor as set forth in paragraph 2 above.

7. In the event that that Borough Administrator or Mayor, as set forth in paragraph 2 above, approves standby time without a specific ending time, the Volunteer Fire Department Chief and/or Volunteer Ambulance Captain shall keep the Borough Administrator, Mayor and council liaisons informed of the conditions that created the need for standby time and will, as soon as possible, advise them of when standby time can be terminated.

8. Upon determining that standby time will no longer be necessary, the Borough Administrator or Mayor, as set forth in paragraph 2 above, shall notify the Volunteer Fire Department Chief and/or Ambulance Captain of the specific time that standby service shall be terminated. The Borough Administrator shall also inform the Mayor and council liaisons of the termination of standby time.

Section 2. If any part of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

Section 3. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed or amended to the extent of such inconsistency.

Section 4. This Ordinance shall take effect upon final passage and publication according to law.

Attest:

Approved:

Fran Lehmann,
Borough Clerk

Mary Heveran,
Mayor

Introduced: , 2010
Adopted: , 2010